

# Outer Dowsing Offshore Wind

## Onshore Mitigation and Enhancement Principles Document

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## Acronyms & Definitions

### Abbreviations / Acronyms

Acronym	Expanded name
DCO	Development Consent Order
HVAC	High Voltage Alternating Current
LCC	Lincolnshire County Council
NSIP	Nationally Significant Infrastructure Project
ODOW	Outer Dowsing Offshore Wind

### Terminology

Term	Definition
The Applicant	GT R4 Ltd. The Applicant making the application for a DCO. The Applicant is GT R4 Limited (a joint venture between Corio Generation (and its affiliates), Total Energies and Gulf Energy Development (GULF)), trading as Outer Dowsing Offshore Wind. The Project is being developed by Corio Generation, TotalEnergies and GULF.
Biodiversity Net Gain	An approach to development that leaves biodiversity in a measurably improved state than it was previously. Where a development has an impact on biodiversity, developers are encouraged to provide an increase in appropriate natural habitat and ecological features over and above that being affected, to ensure that the current loss of biodiversity through development will be halted and ecological networks can be restored.
Development Consent Order (DCO)	An order made under the Planning Act 2008 granting development consent for a Nationally Significant Infrastructure Project (NSIP).
High Voltage Alternating Current	High voltage alternating current is the bulk transmission of electricity by alternating current (AC), whereby the flow of electric charge periodically reverses direction.
Outer Dowsing Offshore Wind (ODOW)	The Project
The Project	Outer Dowsing Offshore Wind is an offshore wind generating station together with associated onshore and offshore infrastructure.

# 1 Introduction

1. This document sets out the agreed principles of the Onshore Mitigation and Enhancement Scheme which is to be secured under Requirement 33 of the draft Development Consent Order (dDCO) (submitted as part of the Applicant's Deadline 6 submission).
2. These principles comprise the development and delivery of the Onshore Mitigation and Enhancement Scheme to be implemented within the administrative area of Lincolnshire County Council (LCC):
  - to provide for biodiversity net gain and landscape enhancement within a 5km buffer zone of Work Nos. 15 to 17;
  - for monitoring the delivery and implementation of measures within the landscape management plan(s) and ecological management plan(s);
  - for monitoring compliance with the terms of the soil management plan(s); and
  - to compensate for the impact of the onshore transmission works on heritage assets of archaeological interest, pursuant to a Section 106 planning agreement to be entered into with LCC.

## 2 Key Principles

3. The agreed principles of the Onshore Mitigation and Enhancement Scheme are set out in Table 1 below.

Table 1: Agreed Principles for the Onshore Mitigation and Enhancement Scheme

Principle	Detail
Mechanism for delivery	A Section 106 planning agreement, bound to the onshore HVAC substation land within LCC's administrative area, which shall be entered into between the freehold owner, the Applicant and LCC, substantially in accordance with the draft annexed at Appendix 1.
<b>Landscape and Ecology Enhancement Fund</b>	
Landscape and Ecology Enhancement contribution	The sum of £125,000 (indexed) to be paid to LCC to establish a Landscape and Ecology Enhancement Fund to be administered by LCC, in consultation with an Ecological Steering Group.
Spatial scope	Areas within a radius of 5 km of Work Nos. 15 to 17 (inclusive).
Project scope	<p>To secure biodiversity net gain and landscape enhancement in connection with the authorised development by carrying out, or funding third parties to carry out, works or measures which will, in the reasonable opinion of LCC, conserve and enhance habitats, landscapes and natural heritage features. These may include, without limitation, contributions towards:</p> <ul style="list-style-type: none"> <li>• the Lincolnshire Coastal County Park;</li> <li>• the Lincolnshire Chalk Streams Project;</li> <li>• the Greater Lincolnshire Nature Partnership water vole recovery project;</li> <li>• the Greater Frampton Vision Landscape Recovery Project;</li> <li>• relevant measures identified in the emerging Greater Lincolnshire Local Nature Recovery Strategy; and</li> <li>• works to be undertaken by landowners to establish new habitats and improve habitat connectivity, such as through hedgerow planting and the formation of ponds.</li> </ul>
Ecological Steering Group	To be established by the Applicant upon commencement of the onshore transmission works. To be formed and operated on the basis of Terms of Reference which shall be agreed between LCC and the Applicant, substantially in accordance with the draft annexed at Appendix 2.
Payment profile	<p>Single payment to be made to LCC upon commencement of the onshore transmission works.</p> <p>Any funding not utilised within the earlier of 10 years from the commencement of the onshore transmission works, or the date on which electricity is no longer transmitted from the offshore wind turbine generating station to the onshore HVAC substation, is to be returned by LCC.</p>
Indexation	Consumer Prices Index from the date of the S106 agreement to the date of payment of the contribution.
<b>Contribution towards Environmental Compliance Officer</b>	
Environmental Compliance	The annual sum of £25,000 (indexed) to be paid to LCC as a contribution towards the employment of an infrastructure ecologist (the Environmental Compliance Officer).

Principle	Detail
Officer contribution	
Project scope	<p>The Environmental Compliance Officer will be responsible for monitoring the delivery and implementation of landscaping and ecological mitigation and enhancement measures secured through the provisions of the Order and the S106 agreement.</p> <p>The Environmental Compliance Officer shall, without limitation:</p> <ul style="list-style-type: none"> <li>• advise LCC on post-consent approval matters, including the discharge of requirements of the Order which relate to landscaping and ecological mitigation and enhancement measures;</li> <li>• monitor the Applicant's compliance with approved schemes, strategies and management plans in respect of such mitigation and enhancement measures;</li> <li>• review environmental monitoring reports submitted to LCC in connection with the onshore transmission works; and</li> <li>• undertake ecological field surveys and site inspections as required.</li> </ul>
Payment profile	<p>Payment to be made to LCC upon commencement of the onshore transmission works and then annually thereafter until the earlier of 5 years from the final commissioning of the onshore transmission works (the final payment being made on the fourth anniversary of final commissioning), or the date on which electricity is no longer transmitted from the offshore wind turbine generating station to the onshore HVAC substation.</p> <p>Any funding not utilised within the earlier of 5 years from the final commissioning of the onshore transmission works, or the date on which electricity is no longer transmitted from the offshore wind turbine generating station to the onshore HVAC substation, is to be returned by LCC.</p>
Indexation	Consumer Prices Index from the date of the S106 agreement to the date of payment of each part of the contribution.
<b>Contribution towards Agricultural Specialist</b>	
Agricultural Specialist contribution	The sum of £60,000 (indexed) to be paid to LCC as a contribution towards the appointment of a suitably qualified agricultural consultant (the Agricultural Specialist).
Project scope	<p>The Agricultural Specialist will be responsible for monitoring the Applicant's compliance with the approved soil management plan(s) for the onshore transmission works.</p> <p>The Agricultural Specialist shall undertake assessment following the completion and restoration of sections of the cable route to ensure the soil has been restored to a level no worse than recorded during the pre-construction survey, and if necessary, additional assessment which may include testing for (i) Organic Matter level, (ii) Nutrient Status (macro and micro), (iii) pH (acidity/alkalinity), (iv) Soil Texture (laboratory analysis), (v) Soil Density, Compaction and Infiltration, (vi) Drainage Status, (vii) Depth, (viii) Visible Evaluation of Soil Structure, (ix) Earthworm counts, and (x) Agricultural Land Classification Grade.</p>
Payment profile	<p>Single payment to be made to LCC upon commencement of the onshore transmission works.</p> <p>Any funding not utilised within the earlier of 5 years from completion of construction of the onshore transmission works, or the date on which electricity is no longer transmitted from the offshore wind turbine generating station to the onshore HVAC substation, is to be returned by LCC.</p>

Principle	Detail
Indexation	Consumer Prices Index from the date of the S106 agreement to the date of payment of the contribution.
Contribution towards Archaeological Archives	
Archives contribution	The sum of £150,000 (indexed) to be paid to LCC as a contribution towards archaeological archive capacity.
Project scope	To fund reasonable works and measures to deposit and store the archaeological archive resulting from any excavation works carried out in accordance with the approved written scheme of archaeological investigation for the onshore transmission works.
Payment profile	Single payment to be made to LCC upon final commissioning of the onshore transmission works. Any funding not utilised within 5 years from the final commissioning of the onshore transmission works is to be returned by LCC.
Indexation	Consumer Prices Index from the date of the S106 agreement to the date of payment of the contribution.
Contribution towards Treasure Acquisition	
Archives contribution	A sum, to be agreed between LCC and the Applicant following excavation works carried out in accordance with the approved written scheme of archaeological investigation for the onshore transmission works (but which sum shall not exceed £20,000 (indexed)), as a contribution towards treasure acquisition.
Project scope	To fund the reasonable and proper costs of acquiring any treasure found in the course of excavation works carried out in accordance with the approved written scheme of archaeological investigation for the onshore transmission works.
Payment profile	Single payment to be made to LCC upon final commissioning of the onshore transmission works. Any funding not utilised within 5 years from the final commissioning of the onshore transmission works is to be returned by LCC.
Indexation	Consumer Prices Index from the date of the S106 agreement to the date of payment of the contribution.



## Appendix 1 Draft S106 Agreement



SHEPHERD+ WEDDERBURN

Development Consent Obligation by Agreement  
under Section 106 of the Town and Country  
Planning Act 1990

between

- (1) GT R4 Limited
- (2) [Landowner]
- (3) Lincolnshire County Council

relating to the development known as the  
Outer Dowsing Offshore Wind Farm

[REDACTED]

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THIS DEED is made on

2025

**BETWEEN:**

- (1) **GT R4 LIMITED** (company number 13281221) whose registered office is at c/o Johnston Carmichael LLP, Birchin Court, 20 Birchin Lane, London, EC3V 9DU (hereinafter referred to as **"the Developer"**);
- (2) [ ] (hereinafter referred to as **"the Landowner"**); and
- (3) **LINCOLNSHIRE COUNTY COUNCIL** of County Offices, Newland, Lincoln, LN1 1YL (hereinafter referred to **"the County Council"**).

**WHEREAS:**

- (A) The County Council is a local planning authority for the purposes of the 1990 Act for the area within which those elements of the Authorised Development above mean low water springs are situated;
- (B) The Developer has submitted the Application;
- (C) The Landowner is the freehold owner of the Land which is registered under Title Number [ ];
- (D) The Developer is entering into an option agreement with the Landowner which grants the Developer an option to acquire the freehold of the Land for construction of the onshore HVAC substation and associated works; and
- (E) The Parties have agreed to enter into this Deed in order to secure the development consent obligations contained in it.

**IT IS AGREED** as follows:-

**1. Definitions and Interpretation**

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1.1 In this Deed the following expressions have the following meanings:

<b>"1990 Act"</b>	the Town and Country Planning Act 1990;
<b>"2008 Act"</b>	the Planning Act 2008;
<b>"Application"</b>	the application for the Order under section 37 of the 2008 in relation to the Authorised Development and accepted for examination by the Secretary of State on 16 April 2024 under reference number EN010130;
<b>"Archives Contribution"</b>	the sum of ONE HUNDRED AND FIFTY THOUSAND POUNDS (£150,000) Indexed payable pursuant to Part 1 of Schedule 4 to this Deed;
<b>"AS Contribution"</b>	the sum of SIXTY THOUSAND POUNDS (£60,000) Indexed payable pursuant to Part 1 of Schedule 3 to this Deed;
<b>"Authorised Development"</b>	has the meaning ascribed to that term in article 2 ( <i>interpretation</i> ) of the Order;
<b>"Cessation of Transmission of Electricity"</b>	the date on which electricity is no longer transmitted from Work No. 1 to Work No. 16;
<b>"Commence"</b>	has the meaning ascribed to that term in article 2 ( <i>interpretation</i> ) of the Order, and "Commencement" shall be construed accordingly;
<b>"Completion of the Offshore Transmission Works"</b>	the date on which construction of the Onshore Transmission Works has been completed;
<b>"ECO Contribution"</b>	the annual sum of TWENTY-FIVE THOUSAND POUNDS (£25,000) Indexed payable pursuant to Part 1 of Schedule 2 to this Deed;

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|--|--|
| <b>“Final Commissioning”</b>               | the date on which the Onshore Transmission Works have first been used to supply electricity to the National Grid;  |
| <b>“Index”</b>                             | the Consumer Prices Index or, if the index is no longer published or is unavailable for use, an alternative comparable basis for indexation agreed between the Parties;  |
| <b>“Indexed”</b>                           | increased in accordance with the following formula:<br><br>$\frac{b \times c}{a}$ <p>where:<br/> <i>a</i> equals the Index figure published as at the date of this Deed;<br/> <i>b</i> equals the last Index figured published prior to the date of payment of the sum; and<br/> <i>c</i> equals the sum to be Indexed;</p>                          |
| <b>“Land”</b>                              | land at Surfleet Marsh, Surfleet being the land shown [ ] on the Plan and comprised within registered title number [ ];  |
| <b>“Onshore Transmission Works”</b>        | has the meaning ascribed to that term in article 2 ( <i>interpretation</i> ) of the Order;   |
| <b>“Order”</b>                             | the development consent order to be made under the 2008 Act pursuant to the Application, as amended from time to time;   |
| <b>“Parties”</b>                           | the parties to this Deed, and “party” shall be construed accordingly;  |
| <b>“Plan”</b>                              | the plan attached at Appendix [ ] and marked “[ ]”;  |
| <b>“Secretary of State”</b>                | the Secretary of State for Energy Security and Net Zero; and   |
| <b>“treasure”</b>                          | has the meaning ascribed to that term in the Treasure Act 1996;  |
| <b>“Treasure Acquisition Contribution”</b> | a sum payable pursuant to Part 1 of Schedule 4 to this Deed, being an amount to be agreed between the Parties following excavation works carried out in accordance with the approved written scheme of archaeological investigation for the Onshore Transmission Works, and which sum shall not exceed TWENTY THOUSAND POUNDS (£20,000) Indexed; and |
| <b>“Working Day”</b>                       | any day other than a Saturday or Sunday or a public holiday in England.  |
- 1.2 References in this Deed to a **“Work No.”** or to **“Work Nos.”** shall refer to the corresponding part(s) of the Authorised Development identified by that Work No. in Schedule 1 of the Order.
  - 1.3 Words incorporating the singular meaning shall include, where the context so admits, the plural meaning and vice versa.
  - 1.4 Words of the masculine gender shall include the feminine and neutral genders and words denoting actual persons shall include corporations and firms and all such words shall be construed interchangeably in that manner.
  - 1.5 References to any party in this Deed shall include reference to their respective successors in title or statutory function, and to persons claiming through or under them (including transferees and lessees of the Developer’s interest in the Order).
  - 1.6 References to any statute or statutory provision include, unless the context otherwise requires, a reference to that statute or statutory provision as from time to time modified, replaced, re-enacted or consolidated and for the time being in force, and all statutory instruments or orders made pursuant to it.
  - 1.7 Unless the context otherwise requires, references to any Clause, Paragraph and Schedule are references to clauses, paragraphs and schedules to this Deed.
  - 1.8 The headings in this Deed are for reference purposes only and shall not affect the construction or interpretation of this Deed.



- 1.9 Where the agreement, approval or consent of any party is required under the terms of this Deed, such agreement, approval or consent shall not be unreasonably withheld or delayed.

## **2. Operative Powers**

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- 2.1 This Deed is made in pursuance section 106 of the 1990 Act, section 1 of the Localism Act 2011, sections 111 and 139 of the Local Government Act 1972 and any other enabling powers that may be relevant to the enforcement of the obligations contained in this Deed.
- 2.2 The obligations contained in this Deed are development consent obligations for the purposes of the 1990 Act and bind the Landowner's interest in the Land. The obligations entered into by the Landowner are entered with the intention that they are binding against not only the Landowner but also against any successors in title or assigns.
- 2.3 So far as the obligations in this Deed are given by or to the County Council, they are entered into under the relevant powers referred to in Clause 2.1, and those obligations are enforceable by or against the County Council.

## **3. Conditionality**

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- 3.1 This Deed is conditional upon the making of the Order and Commencement of the Onshore Transmission Works.
- 3.2 This Deed shall cease to have effect (to the extent it has not already been complied with) if the Order is not made, quashed, cancelled, revoked or expires prior to Commencement.

## **4. The Developer and Landowner's covenants**

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- 4.1 The Developer and the Landowner covenant with the County Council to perform and comply with the obligations within the Schedules to this Deed.

## **5. The County Council's covenants**

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- 5.1 The County Council covenants with the Developer and the Landowner to perform and comply with the obligations within the Schedules to this Deed.

## **6. Mortgagee protection**

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- 6.1 The Parties agree that the obligations in this Deed shall not be enforceable against any party acquiring an interest in the Land solely by way of mortgage or legal charge, unless that party takes possession of the Land or any part thereof, in which case the mortgagee or chargee will be bound by the obligations in this Deed as if it were a person deriving title from the Landowner.

## **7. Release**

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- 7.1 No person shall be liable for any breach of an obligation or other provision contained in this Deed after it shall have parted with its interest in the Land or any part thereof in respect of which the breach occurs, but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

## **8. Enforcement**

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- 8.1 Before taking action to enforce any of the provisions of this Deed, the County Council shall give written notice to the Developer and the Landowner stating the nature of the breach, the steps required to remedy the breach and specifying a reasonable timescale for the Developer and the Landowner for remedying the breach.
- 8.2 The County Council shall also give the Developer and the Landowner a reasonable opportunity to discuss the breach with the County Council and the timescale and steps for remedying the said breach prior to the remedy being carried out. The County Council will take into account any reasonable representations made by the Developer and the Landowner.

## **9. Landowner indemnity**

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- 9.1 The Developer will keep the Landowner indemnified against all losses, liability, proceedings, costs, claims, demands and expenses incurred or arising under this Deed.

## **10. Other Development**

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- 10.1 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission or consent (other than the Order) granted after the date of this Deed.

## **11. Local Land Charge**

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- 11.1 The County Council shall register this Deed as a local land charge.
- 11.2 Following the performance and full satisfaction of all the obligations contained in this Deed, or if this Deed is determined pursuant to Clause 3 (and subject to the payment of the County Council's reasonable and proper costs and charges), the County Council shall on the written request of the Developer or the Landowner cancel all entries made in the local land charges register in respect of this Deed.

## **12. Dispute Resolution**

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- 12.1 Any dispute between the Parties arising out of this Deed shall be referred to and settled in arbitration in accordance with the provisions of article 39 (*arbitration*) of the Order.

## **13. Third Party Rights**

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- 13.1 The Parties do not intend that any of the terms of this Deed shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

## **14. Notices**

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- 14.1 Any notice or other written communication to be given under the terms of this Deed must be in writing and shall be deemed to be sufficiently served if delivered personally or sent by pre-paid recorded delivery or registered post addressed:
- 14.1.1 in the case of the Developer, to [ ]
- 14.1.2 in the case of the Landowner, to [ ]; and
- 14.1.3 in the case of the County Council, to the County Council at its principal office marked for the attention of [ ].
- 14.2 Any such notice shall be deemed to have been served (i) if delivered personally, at the time of delivery to the address provided for in this Deed, and (ii) in the case of pre-paid recorded delivery or registered post, on the second Working Day after the date on which the same was posted.
- 14.3 In proving service, it shall be sufficient to prove that the envelope containing the notice was duly addressed to the party in accordance with this Clause 14 and posted to the place to which it was so addressed.

## **15. Governing Law and Legal Effect**

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- 15.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.
- 15.2 If any provision of this Deed is found (for whatever reason) to be invalid, illegal or unenforceable, that invalidity, illegality or unenforceability will not affect the validity or enforceability of the remaining provisions of this Deed.

## Schedule 1 Landscape and Ecology Enhancement Fund

### Part 1 Interpretation

1. In this Schedule the following expressions have the following meanings

<b>“Ecological Steering Group”</b>	the committee to be formed and operated on the basis of the Ecological Steering Group Terms of Reference;
<b>“Ecological Steering Group Terms of Reference”</b>	the terms of reference for the Ecological Steering Group agreed between the County Council and the Developer and appended to this Deed at Appendix [    ] or as may be updated and amended by agreement between the Council and the Developer from time to time;
<b>“Fund Strategy”</b>	<p>to secure biodiversity net gain and landscape enhancement in connection with the Authorised Development by carrying out, or funding third parties to carry out, works or measures within a radius of 5 km of Work Nos. 15 to 17 (inclusive) which will, in the reasonable opinion of the County Council, conserve and enhance habitats, landscapes and natural heritage features. These may include, without limitation, contributions towards:</p> <ul style="list-style-type: none"> <li>(a) the Lincolnshire Coastal County Park;</li> <li>(b) the Lincolnshire Chalk Streams Project;</li> <li>(c) the Greater Lincolnshire Nature Partnership water vole recovery project;</li> <li>(d) the Greater Frampton Vision Landscape Recovery Project;</li> <li>(e) relevant measures identified in the emerging Greater Lincolnshire Local Nature Recovery Strategy; and</li> <li>(f) works to be undertaken by landowners to establish new habitats and improve habitat connectivity, such as through hedgerow planting and the formation of ponds.</li> </ul>
<b>“Landscape and Ecology Enhancement Contribution”</b>	the sum of ONE HUNDRED AND TWENTY-FIVE THOUSAND POUNDS (£125,000) Indexed to be paid to the County Council to establish the Landscape and Ecology Enhancement Fund; and
<b>“Landscape and Ecology Enhancement Fund”</b>	the fund to be administered by the County Council, in consultation with the Ecological Steering Group, for the purpose of implementing the Fund Strategy.

### Part 2 Developer and Landowner’s covenants

The Developer covenants with the County Council as follows:

1. Upon Commencement of the Onshore Transmission Works, the Developer shall establish and thereafter maintain the Ecological Steering Group.
2. Upon Commencement of the Onshore Transmission Works, the Developer shall pay to the County Council the Landscape and Ecology Enhancement Contribution.

The Landowner covenants with the County Council as follows:

1. Not to carry out, or to cause, permit, procure or to suffer the carrying out of, Onshore Transmission Works on the Land unless and until the Developer has (i) established the Ecological Steering Group, and (ii) paid to the County Council the Landscape and Ecology Enhancement Contribution.

**Part 3**  
**County Council's covenants**

The County Council covenants with the Developer and the Landowner as follows:

1. To use the Landscape and Ecology Enhancement Fund for the purposes of implementing the Fund Strategy, and not for any other purposes.
2. To hold the Landscape and Ecology Enhancement Fund in an interest-bearing account.
3. To maintain full accounting records for the operation of the Landscape and Ecology Enhancement Fund, and to provide from time to time on written request from the Developer or the Landowner (but not more frequently than once in every 6 months in either case) a breakdown of expenditure from the Landscape and Ecology Enhancement Fund, which shall include details of the works and measures funded.
4. Upon (i) the 10th anniversary of Commencement of the Onshore Transmission Works, or (ii) the Cessation of Transmission of Electricity, whichever is the earlier, to repay the Landscape and Ecology and Enhancement Fund or any part of the same which has not been used for the purposes for which it was paid to the party that made the Landscape and Ecology Enhancement Contribution payment, together with any interest accrued from the date of payment to the date of repayment.

## **Schedule 2 Environmental Compliance Officer**

### **Part 1**

#### **Developer and Landowner's covenants**

The Developer covenants with the County Council as follows:

1. Upon Commencement of the Onshore Transmission Works, the Developer shall pay to the County Council the ECO Contribution, and then annually thereafter until (i) the 5th anniversary of Final Commissioning (the final payment to be made on the 4th anniversary), or (ii) the Cessation of Transmission of Electricity, whichever is the earlier.

The Landowner covenants with the County Council as follows:

1. Not to carry out, or to cause, permit, procure or to suffer the carrying out of, Onshore Transmission Works on the Land unless and until the Developer has paid to the County Council the first instalment of the ECO Contribution.

### **Part 2**

#### **County Council's covenants**

The County Council covenants with the Developer and the Landowner as follows:

1. To use the ECO Contribution to fund the employment of an infrastructure ecologist who shall be responsible for monitoring the delivery and implementation of landscaping and ecological mitigation and enhancement measures secured through the provisions of the Order and this Deed (the "**Environmental Compliance Officer**"). The Environmental Compliance Officer shall, without limitation:
  - (a) advise the County Council on post-consent approval matters, including the discharge of requirements of the Order which relate to landscaping and ecological mitigation and enhancement measures;
  - (b) monitor the Developer's compliance with approved schemes, strategies and management plans in respect of such mitigation and enhancement measures;
  - (c) review environmental monitoring reports submitted to the County Council in connection with the Onshore Transmission Works; and
  - (d) undertake ecological field surveys and site inspections as required.
2. Not to use the ECO Contribution for any other purposes.
3. Upon (i) the 5th anniversary of Final Commissioning, or (ii) the Cessation of Transmission of Electricity, whichever is the earlier, to repay any part of the ECO Contribution which has not been used for the purposes for which it was paid to the party that made the ECO Contribution payment(s).



### **Schedule 3 Agricultural Specialist**

#### **Part 1**

#### **Developer and Landowner's covenants**

The Developer covenants with the County Council as follows:

1. Upon Commencement of the Onshore Transmission Works, the Developer shall pay to the County Council the AS Contribution.

The Landowner covenants with the County Council as follows:

1. Not to carry out, or to cause, permit, procure or to suffer the carrying out of, Onshore Transmission Works on the Land unless and until the Developer has paid to the County Council the AS Contribution.

#### **Part 2**

#### **County Council's covenants**

The County Council covenants with the Developer and the Landowner as follows:

1. To use the AS Contribution to fund the appointment of a suitably qualified agricultural consultant who shall be responsible for monitoring the Developer's compliance with the approved soil management plan(s) in respect of the Onshore Transmission Works (the "**Agricultural Specialist**"). The Agricultural Specialist shall undertake assessment following the completion and restoration of sections of the cable route to ensure the soil has been restored to a level no worse than recorded during the pre-construction survey, and if necessary, additional assessment which may include testing for (i) Organic Matter level, (ii) Nutrient Status (macro and micro), (iii) pH (acidity/alkalinity), (iv) Soil Texture (laboratory analysis), (v) Soil Density, Compaction and Infiltration, (vi) Drainage Status, (vii) Depth, (viii) Visible Evaluation of Soil Structure, (ix) Earthworm counts, and (x) Agricultural Land Classification Grade.
1. Not to use the AS Contribution for any other purposes.
2. Upon (i) the 5th anniversary of the Completion of the Onshore Transmission Works, or (ii) the Cessation of Transmission of Electricity, whichever is the earlier, to repay any part of the AS Contribution which has not been used for the purposes for which it was paid to the party that made the AS Contribution payment(s).

## **Schedule 4 Heritage Measures**

### **Part 1**

#### **Developer and Landowner's covenants**

The Developer covenants with the County Council as follows:

1. Upon Final Commissioning, the Developer shall pay to the County Council the Archives Contribution.
2. Upon Final Commissioning, the Developer shall pay to the County Council the Treasure Acquisition Contribution.

The Landowner covenants with the County Council as follows:

1. Not to use, or to cause, permit, procure or suffer the use of, Onshore Transmission Works on the Land to supply electricity to the National Grid unless and until the Developer has paid to the County Council (i) the Archives Contribution, and (ii) the Treasure Acquisition Contribution.

### **Part 2**

#### **County Council's covenants**

The County Council covenants with the Developer and the Landowner as follows:

1. To use the Archives Contribution to fund reasonable works and measures to deposit and store the archaeological archive resulting from any excavation works carried out in accordance with the approved written scheme of archaeological investigation for the Onshore Transmission Works.
2. To use the Treasure Acquisition Contribution to fund the reasonable and proper costs of acquiring any treasure found in the course of excavation works carried out in accordance with the approved written scheme of archaeological investigation for the Onshore Transmission Works.
3. Not to use the Archives Contribution or Treasure Acquisition Contribution for any other purposes.
4. To hold the Archives Contribution and Treasure Acquisition Contribution in interest-bearing accounts.
5. To maintain full accounting records for the operation of the Archives Contribution and Treasure Acquisition Contribution, and to provide from time to time on written request from the Developer or the Landowner a breakdown of expenditure from each contribution, which shall include details of the works and measures funded.
6. Upon the 5th anniversary of Final Commissioning, to repay the Archives Contribution and Treasure Acquisition Contribution, or any parts thereof which have not been used for the purposes for which they were paid, to the party that made payment of each contribution, together with any interest accrued from the date of payment to the date of repayment.

## Appendix 2 Ecological Steering Group Terms of Reference

## OUTER DOWSING OFFSHORE WIND FARM

### TERMS OF REFERENCE FOR ECOLOGICAL STEERING GROUP

#### Overview

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The Ecological Steering Group (the “**Group**”) is established to both (i) monitor the progress of the Ecological Management Plan and Landscape Management Plan, as per the commitment within the Outline Landscape and Ecological Management Strategy to create an external review group, and (ii) assist in the management of the Landscape and Ecology Enhancement Fund (the “**Fund**”).

The Fund is established to secure biodiversity net gain and landscape enhancement in connection with the onshore transmission infrastructure for the Outer Dowsing Offshore Wind Farm. Lincolnshire County Council shall be responsible for allocating the Fund, the aim being to use the Fund to support measures and initiatives which will conserve and enhance habitats, landscapes and natural heritage features in the vicinity of the development.

#### Purpose

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The Developer will have overall responsibility for the delivery of measures identified in the Landscape Management Plan (“**LMP**”) and the Ecological Management Plan (“**EMP**”), however, the involvement of other stakeholders is essential for the effective working of the LMP and EMP. As such, the Developer will establish the Group, whose role will include the following:

- to monitor the progress of implementation of the LMP and EMP to ensure that it is meeting the objectives.
- to consider and recommend remedial measures where those objectives are not being met.
- to provide expert views, opinions and feedback to the Developer about key issues through regular meetings.
- to help direct and focus the LMP and the EMP and its development in an interactive way including through revisions to targets, monitoring requirements and if necessary, the adoption of any remedial actions.
- to undertake a compliance audit of the EMP against key performance indicators identified within the EMP at least every five years
- to co-opt members and working groups if necessary.
- to ensure a transparent and open process to the implementation of the EMP with an evident audit trail.
- to assist Lincolnshire County Council in determining applications made for allocations from the Fund. The Group will consider and assess applications in accordance with the Fund Strategy agreed between Lincolnshire County Council and the applicant for the Outer Dowsing Offshore Wind Farm (the “**Developer**”). Lincolnshire County Council shall have regard to the views of the Group when determining funding applications.

The Group will engage with local community groups and relevant stakeholders, working in partnership to facilitate opportunities for the Fund to support qualifying biodiversity and landscape enhancement.

#### Objectives

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The Group will:

- Consider and assess applications for funding in accordance with the agreed Fund Strategy, to assist Lincolnshire County Council in allocating the Fund;
- Monitor the Fund’s annual budget;
- Encourage opportunities to promote activities supported by the Fund; and
- Evaluate the outcomes of awards made from the Fund.

## Constituent Members

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- Chair: Lincolnshire County Council's Infrastructure Ecologist (Monitoring & Coordination);
- Secretary: Representative from Lincolnshire County Council;
- A representative from the Developer; and
- Where practicable, others as necessary to ensure the purpose of the group is met, including if possible representatives from Natural England, the RSPB, Lincolnshire Wildlife Trust, and community representatives.

## Role of Members

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All Group members will be required to:

- Take an active part in the development of the Group and its aims;
- Ensure that their organisation is represented by a person of appropriate experience / competency who has full authority within the relevant organisation to speak on behalf of the organisation and contribute fully to all discussions;
- Take responsibility for sharing information with the Group relevant to their organisation, stakeholders and sector;
- Be open, honest, and work collaboratively;
- Work to promote equality and non-discriminatory practices in all aspects of the Group's activities; and
- Respect all members of the Group and invited attendees.

## Meetings

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The Developer shall, as soon as reasonably practicable following the Commencement of the Onshore Transmission Works, establish the Group.

The Group shall:

1. hold its first meeting as soon as reasonably practicable following its establishment and thereafter meet biannually until the date falling 10 years after the date of its first meeting but in the event that on that date Lincolnshire County Council (acting reasonably) considers that the agreed schemes of ecological mitigation, compensation and enhancement have not yet achieved the objectives set out in the LMP and the EMP, the Group shall continue to meet until the earlier of either (i) the date falling 15 years after the date of its first meeting, or (ii) the date on which Lincolnshire County Council (acting reasonably) considers the objectives set out in the LMP and EMP have been met.
2. in its final year carry out a full review of the effectiveness of the measures in achieving the objectives set out in the LMP and the EMP and following this review the Group will make recommendations as regards what general revisions could be made in terms of the effectiveness of ecological management measures including how these may continue to be managed for the operational period of the development.

Where practicable, the Developer shall have regard to any reviews, recommendations or updates received from the Group in accordance with its terms of reference and thereafter employ reasonable endeavours to implement any competent recommendations including, where necessary, through proposing to the Group such alterations to ecological management measures as the Developer considers appropriate, having regard what is reasonable, practicable, and achievable in all the circumstances.



## **Meeting Frequency and Venue**

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The Group will meet twice per year as a minimum, with the flexibility for additional meetings as decided by the Chair. The Chair will be responsible for agreeing meeting dates.

A meeting of the Group shall be quorate where it includes at least one representative of each of Lincolnshire County Council and the Developer.

Group members are expected to attend the majority of meetings. If they are unable to attend, they should ensure their views on applications are shared with the Group in advance of the meeting.

Meetings may be held via Microsoft Teams or a similar virtual platform and may also be held in person (including as site visits, where the Chair considers this necessary for the consideration and assessment of particular applications).

## **Agenda**

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Once formed the Group will formalise the agenda, which will as a minimum include the following standing items:

- Minutes of previous meeting
- Reports on progress with the delivery of the LMP and EMP
- Accounts
- Rejected applications
- Carried forward applications
- New applications
- Any Other Competent Business

## **Administration of the Group**

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The Developer shall, through its payment of the Landscape and Ecology Enhancement Contribution, be responsible for the proper and reasonable costs associated with the proper administration of the Group (for instance office or secretarial costs). For the avoidance of doubt, the Developer shall not be responsible for reimbursing individual representatives and members of the Group for the expenses they might incur in attending meetings or otherwise participating in the Group, such costs in each case being borne by the organisations nominating those persons as representatives.

Lincolnshire County Council will be responsible for the financial management of the Fund and may apply up to 10% of the total value of the Fund to cover costs related to this work and to the proper administration of the Group. This will include proper and reasonable costs associated with dealing with applicants, preparing accounts, publicising the availability of the fund, ensuring financial reporting requirements are met.