



**North Kesteven**  
DISTRICT COUNCIL

Application by Fosse Green Energy Ltd for an order granting development consent for the  
Fosse Green Energy solar farm

**Deadline 4 –  
Comments on Submissions and  
Information from Other Parties at  
Deadline 3A**

prepared by

**North Kesteven District Council**

(ID [REDACTED])

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## 1. Introduction

- 1.1 This document provides the comments of North Kesteven District Council ('NKDC', or 'the Council') on the information and submissions provided by other parties at Deadline 3A, Tuesday 24<sup>th</sup> March 2026, of the Examination into the Fosse Green Energy application for Development Consent Order (DCO).
- 1.2 Comments on each submission or item of information are provided separately under a heading identifying its reference number in the Examination Library.
- 1.3 As a general point which is relevant to comments on the Applicant's submissions, the Council would like the Examining Authority (ExA) to note that there is significant disappointment with the Applicant's reluctance to negotiate and secure appropriate funding measures. This includes a particularly surprising refusal to pay the full amount for applications for approvals under DCO Requirements; and even to agree to link these to an appropriate inflation index.

## 2. Draft Development Consent Order (Rev 4) (REP3A-005)

### Article 2 - Interpretation: Permitted preliminary works (PPW)

- 2.1 NKDC notes the following in relation to the proposed alterations to the definition of PPW in the draft DCO (REP3A-005):
- on page 2 of the Schedule of Changes (REP3A-023) it is stated that this is intended make cross-referencing to the PPW in the Schedule 2 Requirements easier;
  - the PPW are stated to now grouped into 'non-intrusive' (a) – (e), and 'intrusive' (f) – (i) works.

### Article 2 -Interpretation: Permitted preliminary works environmental management plan (PPWEMP)

- 2.2 The Council looks forward to having sight of this document, and notes the intention to make it a certified document listed in Schedule 12 of the DCO is noted.

### Article 40: Trees subject to Tree Preservation Orders (TPO)

- 2.3 The Council notes that a date of 10 April 2025 has been inserted into paragraph (1).
- 2.4 For the record, the Council considers that the appropriate date should be the date of submission of the application, 18<sup>th</sup> July 2025, which would be consistent with the approach taken to the Springwell dDCO. However, in this particular case the Council is not aware of any TPOs within or immediately adjacent to the Order Limits made before that date but subsequent to 10<sup>th</sup> April 2025, so the outcome would be the same.

2.5 The Council has also considered the Applicant's comments on NKDC's response to the Examining Authority's First Written Question DCO.1.12 – see page 100 of REP3A-025; and the Applicant's responses to the Examining Authority's Second Written Question DCO.2.07 (REP3-045). The Council acknowledges the Applicant's comments in relation to the inclusion of the words "where possible the undertaker is to seek to replace any trees which are removed"; and also the addition of local planning authority notification in sub-paragraph (2)(c) of Article 40. However, in order to bring some purpose to the notification procedure, the Council requests that an additional sub-paragraph is added to paragraph (2) of Article 40 as follows:

(d) in carrying out any activity authorised by paragraph (1), the undertaker must have regard to any representations made in writing by the relevant planning authority and received during the 14 day notice period referred to in sub-paragraph (c).

2.6 Without this addition, the purpose of the notification process is unclear.

#### Funding contribution

2.7 NKDC has made requests for financial commitments to fund Biodiversity Net Gain monitoring and verification checks, involvement in the Applicant's proposed Environmental Advisory Group, and toward the delivery of the Employment, Skills and Supply Chain Plan. The Council is of course aware that the Applicant has declined to commit to such funding, and the Council comments separately on The Applicant's Responses to the Examining Authority's Second Written Questions (REP3-045) on this topic.

2.8 However, the Council asks the Examining Authority to consider the following suggestion for wording of an article which might be used to secure this funding, as a possible alternative to the use of a s.106 planning obligation:

#### **Funding contributions**

**50.—(1)** Prior to the commencement of the authorised development the undertaker must make funding contributions—

- (a) to North Kesteven District Council in the sum of £XXX;
- (b) to Lincolnshire County Council in the sum of £XXX;
- (c) to North Kesteven District Council in the sum of £XXX.

(2) Each of the relevant planning authorities is to allocate the funding contributions referred to in paragraphs (1)(a) and (b) to the reasonable costs of their representatives in being part of the Fosse Green ecological advisory group pursuant to the landscape and ecological management plan approved pursuant to requirement 8, including carrying out biodiversity net gain verification checks as appropriate.

(3) North Kesteven District Council is to allocate the funding contribution referred to in paragraph (1)(c) to [*measures to mitigate and offset impacts on the Stepping Out Walk network*]

(4) The funding contributions referred to paragraph (1) shall be adjusted on each anniversary of the date this Order comes into force up until the point of payment by a percentage equal to the index value of the Consumer Price Index (CPI) most recently published prior to that anniversary, provided that in no event shall any annual adjustment exceed 5%.

- 2.9 Similar wording has been used recently as part of the Beacon Fen Energy Park DCO Article 50, submitted at Deadline 8 prior to the close of that Examination.

Schedule 2, Requirements 1 and 6(7) – development by ‘part’.

- 2.10 The Council notes the new definition of ‘*part*’ in Requirement 1, essentially linking it to ‘... *a written scheme setting out the parts in which the authorised development is to be constructed ...*’, which must be submitted to both relevant planning authorities prior to the commencement of the development under Requirement 6(7).

- 2.11 In general terms, NKDC welcomes this change, which goes some way to addressing its concerns. Paragraph 6(7) does not involve any process for approval by the planning authorities – i.e. the written scheme is submitted solely for information purposes. NKDC does not object to this *per se*.

- 2.12 However, there is still significant uncertainty regarding how the Proposed Development is intended to be implemented through the construction stage; and what ‘part’ of the Proposed Development each approval under other Requirements<sup>1</sup> might relate to. It is still not clear how many ‘parts’ the Proposed Development might be broken down into, and consequently how many detailed approvals might be needed. The Council suggests that the ExA should explore whether some additional clarity on this might be helpful, such as to set parameters for the division of the development into parts, so that there would not be an excessive number of separate plans and details that could involve significant work for the relevant planning authority both in terms of approvals, and complexities in potential enforcements where the parts overlap and interact.

Requirement 6(6) – BESS work options

- 2.13 NKDC does not object to the removal of the requirement for the Applicant to seek approval of the choice between Work No. 2 of Work No.3. Either way, Requirement 7 provides that approval must be sought for a detailed battery safety management plan before the chosen option proceeds.

Requirement 11 – archaeology

- 2.14 NKDC remains concerned regarding the possibility of some PPW taking place without adequate safeguards in place to protect archaeological resources.

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<sup>1</sup> Currently this applies to Requirements 6, 8, 9, 10, 11, 12, 14, 15, 16, 17 & 18.

### Requirement 16 - Operational noise

- 2.15 NKDC is satisfied with the wording of Requirement 16.

### Requirement 17 – Permissive Paths

- 2.16 NKDC welcomes the change to paragraph (1) of Requirement 17 which introduces the need to seek and obtain approval of the details of permissive paths prior to the commencement of development in each part.
- 2.17 However, there is a potential issue with paragraph (2), which requires that the permissive paths approved under paragraph (1) must be made open to the public on the day after the ‘... *date of final commissioning of the authorised development* ...’. The aim of this provision is supported, but may lead to undesirable consequences.
- 2.18 The date of final commissioning is defined in Article 2 of the DCO as ‘... *the date on which the authorised development commences operation by generating electricity on a commercial basis*...’. Depending on how the Undertaker decides to progress the development, there is the possibility that this would give rise to a situation whereby one part of the Proposed Development had not begun or completed construction, and yet the date of final commissioning had arrived for other parts. At that point, the uncommenced or uncompleted part might not be able to deliver and make available the permissive paths proposed. Strictly speaking, the Undertaker would be in default of the Requirement for that part.
- 2.19 The Council has not yet identified wording to deal with this issue, but will suggest some drafting in due course.
- 2.20 In connection with paragraph (3)(b) of Requirement 17, the Council has commented on the contents of Section 6 of the Framework Landscape and Ecological Management Plan (REP3-029) separately at Deadline 4.
- 2.21 Finally, the Council seeks clarification as to whether paragraph (3)(b) should either refer to the Framework LEMP, or be amended to refer to the detailed LEMPs approved under Requirement 6.

### Requirement 19 – Employment, skills and supply chain

- 2.22 NKDC has welcomed the earlier amendment to Requirement 19 so that a single employment, skills and supply chain plan (ESSCP) is prepared for the whole development, rather than one plan for each ‘part’ of the Proposed Development.
- 2.23 However, the Council is disappointed that the Applicant has not taken the opportunity to alter the trigger for the requirement to submit the detailed ESSCP. There is nothing which the Council could enforce under this Requirement until the ESSCP has been submitted and approved, which as currently worded is required prior to commencement. Therefore submission of the ESSCP could be delayed until relatively shortly before commencement, which would also be shortly prior to the start of the construction phase. If this scenario played out, it would mean that there would be no enforceable requirement to deliver the actions in the ESSCP

over much of the period when it is likely to have greatest effect, i.e. the build up to and duration of construction.

- 2.24 For instance, local business awareness and setting up apprenticeships to take up contracting, employment and training opportunities is likely to work best if it takes place significantly in advance of the commencement of the development. Indeed, this appears to be the stated intention of the Framework ESSCP (APP-197) in Table 5 on page 11. The Council has set out its views on this issue in its responses to the ExA's First Written Question PE.1.07 (REP2-045), and also in response to the Examining Authority's Second Written Question TT.2.03 (REP3-045).
- 2.25 The Applicant has responded to the Council's submission in REP2-045 on page 120 of its Response to Deadline 2 Submissions (REP3A-025). The Council takes at face value the Applicant's statement that the ESSCP is likely to be approved well in advance of commencement of the main construction works for the Proposed Development, and hopes that this would prove to be the case.
- 2.26 However, the Council does not accept the Applicant's reasoning regarding risks. The Applicant suggests that tardy submission and approval of the ESSCP would be a breach of Requirement 19, because the detailed, approved ESSCP has to feed into the procurement and construction strategies for the development in order to be '*substantially in accordance with*' the Framework ESSCP. The FESSCP does contain an illustrative timeline, including the suggestion that the ESSCP would be submitted shortly after the grant of DCO, likely within 12 months. But in practice, if the detailed ESSCP is not submitted until relatively close to commencement, that illustrative timeline will make little or no difference, as there is no legal trigger requiring early submission of a detailed plan. If the detailed ESSCP is submitted much later on – say only 6 months prior to commencement – the Council will be put in the position of having to decide whether or not to approve the document, albeit with a different timeline for implementation relative to the grant of DCO and commencement of the development.
- 2.27 The Council cannot envisage how it could refuse to approve a relatively late-submitted ESSCP either :
- on the basis that it was not submitted earlier, and that opportunities had been missed – which would seem to be trying to turn back time; or
  - unless the commencement of the development is delayed – which would not seem to be reasonable in those circumstances, and given the time limit on commencement might be an unlawful restriction.
- 2.28 Similarly, the Council cannot envisage successfully enforcing Requirement 19 through the magistrates courts on the basis of a case that, at some indeterminate time prior to commencement, the Applicant had not submitted an ESSCP which included a timeline entirely consistent with the Framework ESSCP, in circumstances where it was not possible by that point to implement such a timeline.

- 2.29 In short, the Council's view is that if the ESSCP is to be submitted, approved and implemented in sufficient time to have the maximum effect, then the trigger for submission should be provided within the DCO itself, in Requirement 19. Otherwise, that trigger would not be enforceable. The Applicant's stated good intentions are not sufficient, as the Undertaker may take a different approach and would likely stay within the law even if they missed the opportunities which are the objectives of the ESSCP and Requirement 19.
- 2.30 The Council suggests that paragraph (1) of Requirement 19 should be reworded as follows:

*No later than 12 months from the date of the grant of this Order, an employment, skills and supply chain plan shall be submitted to and approved by the relevant planning authority in consultation with Lincolnshire County Council.*

#### Navenby Substation

- 2.31 NKDC notes that the dDCO contains no Requirement to prohibit the Proposed Development from commencing in advance of the grant of planning permission for the National Grid Navenby Substation. The Council has responded to the Applicant's Response to the Examining Authority's Second Written Question DCO.2.08 (REP2-045) elsewhere, but again seeks the introduction of an appropriately worded Requirement along the following lines, as included in the final version of the dDCO for the Springwell Solar Farm:

*No part of the authorised development, including any permitted preliminary works, shall commence until planning permission has been granted for the National Grid Navenby Substation.*

#### Premature Cessation of Generation

- 2.32 In its Response to the Examining Authority's First Written Question DCO.1.24 (REP2-045, page 17 - 18), NKDC suggested that the following changes to the wording of Requirement 20, along with changes to the Framework Decommissioning Environmental Management Plan (now REP3-021):

(1) Decommissioning works must commence no later than **either of the following dates, whichever is the earliest:**

**(i) 60 years following the date of final commissioning**

**(ii) the end of a period of 36 months during which the development has not generated electricity on a commercial basis.**

- 2.33 NKDC continues to seek a change to the DCO to address this issue along the lines suggested above. The Council has responded to the Applicant's Comments on NKDC's Response to the Examining Authority's First Written Question DCO.1.24 (REP3A-025) elsewhere. The Council does not accept that

notifications and updates following premature cessation of generation are sufficient to deal with situations where, effectively, there is a risk that the infrastructure could remain *in situ* for many years without being decommissioned.

- 2.34 The Council also supports an alteration to the DCO Requirements which would set an end date for the completion of Decommissioning

Schedule 15 - Fees

- 2.35 The Council has set out its position on the fees for discharging approvals under the Requirements in its Local Impact Report (REP1-056) paragraphs 27.13 and 27.14; and repeated this on page 19 of its Response to the Examining Authority's First Written Question DCO.1.26 (REP2-045).

- 2.36 The Applicant stated on page 91 of its Response to Local Impact Reports (REP2-031) and in its Response to the Examining Authority's First Written Question DCO.1.26 (REP2-029), that it did not accept the fee structure suggested by the Council; and considered the fees set out in Schedule 15 to be determined in accordance with the national planning fees, consistent with other solar NSIP decisions in Lincolnshire, and therefore appropriate and proportionate.

- 2.37 The Council is very disappointed – and somewhat surprised - to note that the Applicant has not updated the fees for discharging applications for approvals under the Requirements so that they would be consistent with the relevant planning fees.

i. The overall approach to fee setting

- 2.38 Planning fees are set in the Town and Country Planning Act (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012, as amended by the Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits)(England)(Amendment and Transitional Provision) Regulations 2025; and by The Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) (Amendment) Regulations 2023. Appendix A to this document sets out the relevant fees for planning applications and other related applications which are currently in force, at the time of writing.

- 2.39 The Council considers that approvals under the Requirements identified in Schedule 15 paragraphs 5(2)(a) and (b) warrant an application fee that reflects the scale of development complexity of the information involved. The situation for the Proposed Development is similar to an approval of a reserved matter following the grant of an outline planning permission; and as referenced in oral submissions at ISH4 the content, complexity, staff resourcing and consultation requirements associated with a discharge of Requirements application could be akin to dealing with a 13-week 'major' development planning application in its own right. The table towards the end of Appendix A sets out fees for the 'approval of reserved matters following outline approval as being:

- The full fee for the development involved; or

- If the full fee has already been paid, £588.

2.40 For the full fee, category 11 on page 6 of Appendix A covers fees for development involving the carrying out of operations not coming within any of the preceding categories. Part (1) relates to the winning and working of minerals, which is not comparable to the Proposed Development. Part (2) is for any other case, and currently demands a fee of £298 per 0.1ha of site area, subject to a maximum of £2,578. Given the size of the Order Limits, the maximum fee level would apply. Subsequent approvals under the same Requirement (Sch.15 paragraph 5(2)(b)), are equivalent to an approval of reserved matters where the full application fee has already been paid for the first discharge. The table in Appendix A shows that this fee should be £588, not the £298 figure in the draft DCO.

2.41 It is not clear, but the Applicant appears to have based their Sch.15 paragraph 5(2)(a) first approval fee level of £2,535 on the fees in category 11(2) as they applied prior to April 2025. However, from 1<sup>st</sup> April 2025, planning fees were increased. It is also not entirely clear how the Applicant has used the planning application fee regulations to arrive in Sch. 2 paragraph 5(2)(b) at a figure of £586 for the fee for subsequent approvals under a relevant Requirement. The Applicant should be asked to clarify exactly what the basis is for their proposed fees.

ii. Which Requirements fall under Schedule 15 paragraph 5(2)(a) ?

2.42 Currently, Schedule 15 paragraph 5(2)(a) covers approvals under Requirements 6, 8, 9, 11, 12, 13 and 20. As set out in paragraph 27.14 of its LIR (REP1-056) the Council also seeks the inclusion of approvals under Requirements 7, 10, 14 and 15. It is considered that scrutiny of those matters is likely to involve significant work; and the approach would be consistent with the approach taken, and agreed by the applicant for the Springwell Solar Farm DCO. It is therefore also disappointing that the Applicant has failed to respond to these requests and present agreements from other solar NSIP projects both consented and pending a decision, notwithstanding that we set our position out some time ago.

iii. Which Requirements fall under Schedule 15 paragraph 5(2)(c) ?

2.43 That would leave the fees for approvals under Requirements 16, 17, 18 and 19 to be dealt with under Sch.15 paragraph 5(2)(c). Currently, the fees for such approvals is identified in the draft DCO as £145. The Council is unclear how the Applicant has arrived at this fee level, however it appears to relate to the now-outdated planning fees schedule applied in relation to the Heckington Fen DCO and as previously requested should be increased in line with our LIR request.

2.44 NKDC consider that fees for approvals under paragraph 5(2)(c) should be set currently at £298. The Council has taken that figure from the 'Discharge of conditions' box towards the end of Appendix A, which covers the approval of details under a planning condition where the development is not householder development. This figure is less than is required for subsequent approvals of

reserved matters, in recognition that for these Requirements the approvals are likely to involve a lesser amount of work for the local planning authority.

iv. Indexation

- 2.45 The Council's disappointment – and surprise - with the approach of the Applicant to the Schedule 15 fees is compounded by its approach to the question of indexing. In its Response to the Examining Authority's Second Written Question DCO.2.31 (REP3-045), the Applicant declines to apply an inflationary index to the fees. The main arguments put forward are, in essence, that it will not be long before the discharge applications are made; and that fees are not affected by inflation.
- 2.46 The Council strongly rejects both of the arguments put forward by the Applicant. The Government is seeking to adjust planning fees to assist local authority planning services to be as financially self-sufficient as possible. Local authority costs in running their planning services rise over time, and are not immune from inflation. It is notable that in The Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) (Amendment) Regulations 2023 the Government legislated to establish an annual increase in planning fees in accordance with CPI, indicating that they do not share the Applicant's view on this point.
- 2.47 Indeed, Appendix B to this submission contains the revised fee schedule which will be in force from 1<sup>st</sup> April 2026, just one day after Examination Deadline 4. The schedule is published on the Government's website here: [Annual indexation of planning fees](#).
- 2.48 As the Applicant points out, the majority of the Requirements are likely to be discharged at some point between the date of a possible grant of DCO (which may be towards the end of 2026) and a forecast end of construction in 2033 – a period of seven years. Indexation over that time may represent a not insignificant increase in fees; and there is no guarantee that nearly all will be discharged by that date. In addition, Requirement 20 will not be dealt with until some 60 years or more hence. The Applicant is dismissive of the potential increases in fees which application of the CPI would lead to, which the Council considers may be a significant assistance towards funding this public service.

v. Conclusions on fees for approvals under Requirements

- 2.49 The Applicant has not demonstrated why the fee levels requested are excessive and disproportionate; and does not seem to have recognised the significant burden which dealing with the discharges of Requirements are likely to place on the relevant planning authorities.
- 2.50 The Applicant's approach to the indexing of the Requirement discharge fees is considered to be illogical and unreasonable, and the Council asks the ExA to reject it. The Applicant's position is quite clearly out of step with the principle of the approach to fee setting, is without merit or evidence in terms of its claims that

all Requirements would be discharged essentially within 12 months of any decision (i.e. nullifying a need for annual indexation) and shows a lack of respect and regard to the Authority's reasonable post-decision resourcing requirements.

2.51 The Council seeks the fees in Schedule 15 to be increased in line with the CPI, as is required by legislation for planning fees. This will mean that, by the time the Examination closes, the fees should be consistent with the schedule set out in Appendix B to this submission

2.52 Given the increase in planning fees from 1<sup>st</sup> April 2026, the Council requests that paragraph 5 of Schedule 15 to the DCO is reworded as follows:

5.—(1) Where an application is made to the relevant planning authority for a discharge, a fee is to apply and must be paid to the relevant planning authority for each application.

(2) The fee payable for each application under sub-paragraph (1) is as follows—

(a) a fee of ~~£2,535~~ £2,676 for the first application for the discharge of each of the requirements 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 20; (b) a fee of ~~£578~~ £610 for each subsequent application for the discharge of each of the requirements listed in paragraph (a) and any application under requirement 4 in respect of the requirements listed in paragraph (a); and

(c) a fee of ~~£145~~ £309 for any application for the discharge of—

(i) any other requirements not listed in paragraph (a);

(ii) any application under requirement 4 in respect of requirements not listed in paragraph (a); and

(iii) any approval required by a document referred to by any requirement or a document approved pursuant to any requirement.

(3) Any fee paid under this Schedule must be refunded to the undertaker within four weeks of—

(a) the application being rejected as invalidly made; or

(b) the relevant planning authority failing to determine the application within the decision period as determined under paragraph 2(1) and (as relevant) unless—

(i) within that period the undertaker agrees, in writing, that the fee is to be retained by the relevant planning authority and credited in respect of a future application; or

(ii) a longer period for determining the application has been agreed pursuant to paragraph 2(1) or of this Schedule (as relevant).

2.53 The Council considers this is a wholly reasonable and proportionate package of fees which will enable planning authorities to recover some - but in reality will most likely not all - of the Council's costs in dealing with these submissions.

### **3. Applicant's Response to Deadline 2 Submissions (REP3A-025).**

3.1 The Applicant's comments on the ExQ1 responses of NKDC are set out in Table 3-A of REP3A-025, beginning on page 93. The Council provides further commentary as appropriate in the table on the following pages of this submission.

#### **Heritage Technical Note (REP3A-026)**

3.2 The Council has reviewed the Applicant's Heritage Technical Note. As reported in response to the Examining Authority's Second Written Question HE.2.01, the Council had significant concerns regarding the draft of this document. Those concerns remain, and can be summarised as follows:

- a) Paragraph 2.3 – there is a continuing over-reliance on that fact the study area was agreed with Historic England
- b) There is a narrative that work was undertaken to consider assets of highest value within 5km of the principal site, though the document fails to establish what assets were included at this stage.
- c) Paragraph 2.5 - With regards the 5km study area boundary the document states that "a decision was made by the Applicant regarding the scope that is most appropriate (proportionate), considering the potential cultural heritage receptors and the Proposed Development, based on the advice provided and the extensive expertise of the Applicant's advisors on these matters". The Technical Note does not give a rationale as to why the 3km boundary was maintained beyond asserting the expertise of the authors; and does not detail why there was no response to address this request at any of the previous stages.
- d) Annex A lists assets beyond the study area of "exceptional value" but does not give a rationale as to why they were scoped, rather just that they were.
- e) Despite requests that these get treated separately from the farmsteads study, Morton Manor, Morton Grange and River Farmhouse have only been considered in the farmsteads study as part of a group value exercise. The authors acknowledge Less than substantial harm to River Farmhouse, but at no point address how this has been mitigated. Grange Cottage is not addressed at all.

3.3 As such the position of the Council on these assets is unchanged as no further analysis, proposals or mitigation has been undertaken or presented.

## **Applicant's Responses to Deadline 2 Submissions (REP3A-025) -**

### **Comments on NKDC Response to the Examining Authority's First Written Question ENC.1.29**

- 3.4 In its response to this question, NKDC set out how it considered the Ecological Advisory Group (EAG) might be set up. The Council also stated, consistent with its Local Impact Report, that it was seeking a financial contribution from the Applicant towards the Council's participation in the EAG.
- 3.5 The Council has also stated that it is seeking a contribution to fund periodic Biodiversity Net Gain (BNG) verification checks over the life of the development. These monitoring checks would be in addition to the monitoring reports the Applicant has indicated will be carried out by the Undertaker; essentially the purpose is to verify the Applicant's BNG monitoring reports. This is to ensure that the net gains proposed for delivery across all three habitat types (and which in two of those types are elevated above the minima in this case; ergo to which the Applicant, ExA and Secretary of State may seek to ascribe enhanced positive weight in the planning balance) are delivered and enforced as required through the lifetime of the development.
- 3.6 Consistent with the precedent examples noted below, the Council's BNG monitoring/verification responsibility will comprise a significant proportion (in both time and financial resourcing) of its attendance of the EAG.
- 3.7 By way of background, the scope to secure a monitoring fee, per se, is set out at Regulation 122 (2A) of the Community Infrastructure Levy (CIL) Regulations (as amended) which permits local authorities to charge a fee for the monitoring and reporting of planning obligations.
- 3.8 Central Lincolnshire Local Plan (CLLP) Policy S61 states that:
- 3.9 'Biodiversity Opportunity and Delivering Measurable Net Gains' then requires that 'ongoing management of any new or improved onsite and offsite habitats, together with monitoring and reporting, will need to be planned and **funded** (*our emphasis*) for 30 years after completion of a development'.
- 3.10 The Central Lincolnshire Authorities have developed and adopted a BNG monitoring charging formula in this regard for the purposes of Town and Country Planning applications and which has been applied and uplifted as required across the precedent examples noted below for the purpose of calculating monitoring fees over the enlarged geographic areas of NSIP-scale developments.
- 3.11 The developer has committed to providing the Local Planning Authority (LPA) with a copy of its site monitoring reports at agreed intervals throughout the required

monitoring period. Monitoring of activities by the LPA carry a significant cost, given that the burden of ongoing agreements will grow over time. The monitoring of land in BNG agreements will require review of condition reports and site visits by a qualified Ecologist at regular intervals.

- 3.12 In its comments on the Council's response to this question, the Applicant states that:

*'It is not intended that the LPA will be a member of the Ecological Advisory Group and so it is not necessary for the Applicant to meet the LPA's costs of attendance.'*

- 3.13 NKDC continues to request that a body such as the EAG is established; and that the Applicant should commit to funding both the Council's participation in the EAG and BNG verification checks.
- 3.14 Precedents for this exist in relation to the Outer Dowsing Offshore Wind DCO (see Appendix C to this document), the Springwell Solar Farm DCO, and the Beacon Fen Energy Park DCO (both already supplied to the Examination). In the case of Outer Dowsing, the ESG and a financial contribution related to monitoring and is being secured via a s.106 agreement.
- 3.15 In the case of Springwell, the Ecological Steering Group (ESG) participation and an associated financial contribution related to monitoring will be secured via a s106 agreement with both Lincolnshire County Council and NKDC. The Springwell s106 Agreement is almost completed and totals £130,500. For Beacon Fen Energy Park, the applicant agreed to including this contribution not within a s.106 agreement, but instead in Article 50 of the draft DCO submitted at Deadline 8 - this shows a total contribution of £118,000. In both cases this is a total figure for the lifespan of the development; not an annual payment.
- 3.16 For the avoidance of doubt, the Outline Landscape and Ecological Management Plan (oLEMP) for Springwell confirmed that BNG verification monitoring will be a component of the ESG, rather than an additional, duplicated cost. This would also be the case at the Beacon Fen solar farm. Furthermore, there is nothing in the draft s.106 Agreement itself for the Springwell solar farm which 'disapplies' that the ESG fund can be used for BNG monitoring nor does it impose any % or absolute financial 'cap' on the amount of the ESG payment that can be directed to reviewing the applicant's BNG monitoring reports. Indeed, the draft s.106 Agreement appends the oLEMP extract which sets out the qualifying heads of terms for the ESG and which includes reviewing the applicant's BNG monitoring reports.

- 3.17 As the Applicant's submitted BNG Report is still under review, and appears to contain significant errors, it has not yet been possible to confirm the fees that will be requested for BNG verification checks, which (consistent with Springwell and Beacon Fen) will be based upon the Central Lincolnshire 'Biodiversity Net Gain Guidance for Planners, Ecologists & Applicants' guidance and the associated 'BNG Monitoring Fee overview'. Figures will be provided once the issues with the BNG Report have been resolved.
- 3.18 But to illustrate the possible level of the contribution, the BNG monitoring fee component for Springwell solar farm has been costed at £104,500; i.e. around 80% of the total ESG figure of £130,500 covering the lifespan of that development. A similar balance of costs was calculated for the Beacon Fen Article 50. Given these comparators, it is probable that the vast majority of the EAG expenditure for Fosse Green would relate to the BNG overview and scrutiny task, with the residual circa 20% of the fund dedicated to other EAG tasks.
- 3.19 NKDC seeks these funding contributions in order to ensure that the Proposed Development delivers on the levels of BNG claimed in the application documents and stated as a benefit to be given significant weight in the planning balance.
- 3.20 The Council considers that it has a clear role in helping to steer the ecological management of the site; and an enforcement role in carrying out the verification checks as it does with other developers through a number of Agreements already secured (and which it continues to secure) through TCPA 1990 schemes, and where as above our approach is validated in both law, planning policy and adopted Central Lincolnshire BNG guidance .
- 3.21 NKDC will continue to liaise with the applicant on this matter with the hope of reaching a suitable outcome. If the Applicant objects to the use of a s.106 agreement to achieve resolution, then an Article in the DCO could be used instead. However, for the avoidance of doubt this will be a matter noted as 'not agreed' and to which the Council will have no option other than to maintain an unresolved objection at the close of the Examination as necessary.

## **Appendix A :**

Schedule of fees for planning applications  
in England from 1 April 2025

## Fees for planning applications in England from 1 April 2025

### Update 14 April 2025

We are aware of an issue with the Town and Country Planning Act (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012 (as amended) which means that fee for an outline application covering multiple categories of development (as specified in paragraph 14(2) of Schedule 1) did not automatically increase by 1.7% on 1 April 2025. We intend to correct this at the next available opportunity.

The Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) (Amendment) Regulations 2023 established an annual fee uplift in line with the Consumer Prices Index (CPI), for the preceding September, rounded to the nearest £1. The CPI for September 2024 was 1.7%.

All fee values in the Town and Country Planning Act (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012 (as amended), including all amendments up to the end of 2024, are increased by 1.7%, unless otherwise indicated below.

All fees marked with an asterisk (\*) in the tables below were amended by the Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits)(England)(Amendment and Transitional Provision) Regulations 2025.

**All these changes will take effect from 1 April 2025**

### Fees in Respect of Applications and Deemed Applications for Planning Permission or for Approval of Reserved Matters

<i>Category of Development</i>	<i>Fee Payable</i>
<b><i>I. Operations</i></b>	
<b>1.</b> The erection of dwellinghouses (other than development in category 6)	(1) Where the application is for outline planning permission and—  (a) the site area is less than 0.5 hectares, £588 for each 0.1 hectare (or part thereof) of the site area;  (b) the site area is at least 0.5 hectares but does not exceed 2.5 hectares, £635 for each 0.1 hectare (or part thereof) of the site area;  (c) the site area exceeds 2.5 hectares, £15,695 and an additional £189 for each 0.1 hectare (or part

	<p>thereof) in excess of 2.5 hectares, subject to a maximum in total of £205,943.</p> <p>(2) Where the application is for permission in principle, £512 for each 0.1 hectare (or part thereof) of the site area.</p> <p>(3) In any other case—</p> <p>(a) where the number of dwellinghouses to be created by the development is fewer than 10, £588 for each dwellinghouse;</p> <p>(b) where the number of dwellinghouses to be created by the development is at least 10 but no more than 50, £635 for each dwellinghouse;</p> <p>(c) where the number of dwellinghouses to be created by the development is more than 50, £31,385 and an additional £189 for each dwellinghouse in excess of 50, subject to a maximum in total of £411,885.</p>
<p><b>2.</b> The erection of buildings (other than buildings in categories 1, 3, 4, 5 or 7)</p>	<p>(1) Where the application is for outline planning permission and—</p> <p>(a) the site area is less than 1 hectare, £588 for each 0.1 hectare (or part thereof) of the site area;</p> <p>(b) the site area is at least 1 hectare but does not exceed 2.5 hectares, £635 for each 0.1 hectare (or part thereof) of the site area;</p> <p>(c) the site area exceeds 2.5 hectares, £15,695 and an additional £189 for each 0.1 hectare (or part thereof) in excess of 2.5 hectares, subject to a maximum in total of £205,943.</p> <p>(2) Where the application is for permission in principle, £512 for each</p>

	<p>0.1 hectare (or part thereof) of the site area.</p> <p>(3) In any other case—</p> <p>(a) where no floor space is to be created by the development, £298;</p> <p>(b) where the area of gross floor space to be created by the development does not exceed 40 square metres, £298;</p> <p>(c) where the area of gross floor space created by the development exceeds 40 square metres but is less than 1000 square metres, £588 for each 75 square metres (or part thereof);</p> <p>(d) where the area of gross floor space created by the development is at least 1000 square metres but does not exceed 3750 square metres, £635 for each 75 square metres (or part thereof);</p> <p>(e) where the area of gross floor space created by the development exceeds 3750 square metres, £31,385* and an additional £189 for each 75 square metres (or part thereof) in excess of 3750 square metres, subject to a maximum in total of £411,885.</p>
<p><b>3.</b> The erection, on land used for the purposes of agriculture, or buildings used for agricultural purposes (other than buildings in category 4)</p>	<p>(1) Where the application is for outline planning permission and—</p> <p>(a) the site area is less than 1 hectare, £588 for each 0.1 hectare (or part thereof) of the site area;</p> <p>(b) the site area is at least 1 hectare but does not exceed 2.5 hectares, £635 for each 0.1 hectare (or part thereof) of the site area;</p> <p>(c) the site area exceeds 2.5 hectares, £15,695 and an additional £189 for each 0.1 hectare (or part</p>

	<p>thereof) in excess of 2.5 hectares, subject to a maximum in total of £205,943.</p> <p>(2) Where the application is for permission in principle, £512 for each 0.1 hectare (or part thereof) of the site area.</p> <p>(3) In any other case—</p> <p>(a) where the area of gross floor space to be created by the development does not exceed 465 square metres, £122;</p> <p>(b) where the area of gross floor space to be created by the development exceeds 465 square metres but does not exceed 540 square metres, £588;</p> <p>(c) where the area of gross floor space to be created by the development exceeds 540 square metres but is less than 1000 square metres, £588 and an additional £588 for each 75 square metres (or part thereof) in excess of 540 square metres;</p> <p>(d) where the area of gross floor space to be created by the development is at least 1000 square metres but does not exceed 4215 square metres, £5,077* and an additional £635 for each 75 square metres (or part thereof) in excess of 1000 square metres;</p> <p>(e) where the area of gross floor space to be created by the development exceeds 4215 square metres, £31,385 and an additional £189 for each 75 square metres (or part thereof) in excess of 4215 square metres, subject to a maximum in total of £411,885.</p>
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<p><b>4.</b> The erection of glasshouses on land used for the purposes of agriculture</p>	<p>(1) Where the area of gross floor space to be created by the development does not exceed 465 square metres, £122.</p> <p>(2) Where the area of gross floor space to be created by the development exceeds 465 square metres but is less than 1000 square metres, £3,280.</p> <p>(3) Where the area of gross floor space to be created by the development is 1000 square metres or more, £3,542.</p>
<p><b>5.</b> The erection, alteration or replacement of plant or machinery</p>	<p>(1) Where the site area is less than 1 hectare, £588 for each 0.1 hectare (or part thereof) of the site area.</p> <p>(2) Where the site area is at least 1 hectare but does not exceed 5 hectares, £635 for each 0.1 hectare (or part thereof) of the site area.</p> <p>(3) Where the site area exceeds 5 hectares, £31,385 and an additional £189 for each 0.1 hectare (or part thereof) in excess of 5 hectares, subject to a maximum in total of £411,885.</p>
<p><b>6.</b> The enlargement, improvement or other alteration of existing dwellinghouses</p>	<p>(1) Where the application relates to a single dwellinghouse, £528*.</p> <p>(2) Where the application relates to two or more dwellinghouses, £1,043*.</p>
<p><b>7.</b> The carrying out of operations (including the erection of a building) within the curtilage of an existing dwellinghouse, for purposes ancillary to the enjoyment of the dwellinghouse as such, or the erection or construction of gates, fences, walls or other means of enclosure along a boundary of the curtilage of an existing dwellinghouse.</p>	<p>£262</p>

<p><b>8.</b> The construction of car parks, service roads and other means of access on land used for the purposes of a single undertaking, where the development is required for a purpose incidental to the existing use of the land.</p>	<p>£298</p>
<p><b>9.</b> The carrying out of any operations connected with exploratory drilling for oil or natural gas.</p>	<p>(1) Where the site area does not exceed 7.5 hectares, £698 for each 0.1 hectare (or part thereof) of the site area.</p> <p>(2) Where the site area exceeds 7.5 hectares, £52,269 and an additional £207 for each 0.1 hectare (or part thereof) of the site area in excess of 7.5 hectares, subject to a maximum in total of £411,885.</p>
<p><b>10.</b> The carrying out of any operations (other than operations coming within category 9) for the winning and working of oil or natural gas.</p>	<p>(1) Where the site area does not exceed 15 hectares, £353 for each 0.1 hectare (or part thereof) of the site area.</p> <p>(2) Where the site area exceeds 15 hectares, £52,886 and an additional £207 for each 0.1 hectare (or part thereof) in excess of 15 hectares, subject to a maximum in total of £107,090.</p>
<p><b>11.</b> The carrying out of any operations not coming within any of the above categories.</p>	<p>(1) In the case of operations for the winning and working of minerals—</p> <p>(a) where the site area does not exceed 15 hectares, £321 for each 0.1 hectare (or part thereof) of the site;</p> <p>(b) where the site area exceeds 15 hectares, £47,963 and an additional £189 for each 0.1 hectare (or part thereof) in excess of 15 hectares, subject to a maximum in total of £107,090.</p> <p>(2) In any other case, £298 for each 0.1 hectare (or part thereof) of the</p>

	site area, subject to a maximum in total of £2,578.
<b>II. Uses of land</b>	
<b>12.</b> The change of use of a building to use as one or more separate dwellinghouses.	<p>(1) Where the change of use is from a previous use as a single dwellinghouse to use as two or more single dwellinghouses—</p> <p>(a) where the change of use is to use as fewer than 10 dwellinghouses, £588 for each additional dwellinghouse;</p> <p>(b) where the change of use is to use as at least 10 but no more than 50 dwellinghouses, £635 for each additional dwellinghouse;</p> <p>(c) where the change of use is to use as more than 50 dwellinghouses, £31,385 and an additional £189 for each dwellinghouse in excess of 50 dwellinghouses, subject to a maximum in total of £411,885.</p> <p>(2) In all other cases—</p> <p>(a) where the change of use is to use as fewer than 10 dwellinghouses, £588 for each dwellinghouse;</p> <p>(b) where the change of use is to use as at least 10 but no more than 50 dwellinghouses, £635 for each dwellinghouse;</p> <p>(c) where the change of use is to use as more than 50 dwellinghouses, £31,385 and an additional £189 for each dwellinghouse in excess of 50 dwellinghouses, subject to a maximum in total of £411,885.</p>
<b>13.</b> The use of land for— (a) the disposal of refuse or waste materials, (b) the deposit of material remaining after minerals have been extracted from land, or	<p>(1) Where the site area does not exceed 15 hectares, £321 for each 0.1 hectare (or part thereof) of the site area.</p>

(c) the storage of minerals in the open.	(2) Where the site area exceeds 15 hectares, £47,963 and an additional £189 for each 0.1 hectare (or part thereof) of the site area in excess of 15 hectares, subject to a maximum in total of £107,090.
14. The making of a material change in use of a building or land (other than a material change of use in category 12 or 13(a), (b) or (c)).	£588

### Fees for other applications

<b>Reserved matters</b>	<b>Fee payable</b>
Approval of reserved matters following outline approval.	Full application fee due; or If Full Application already paid, £588.

<b>Matter relating to conditions or amendments</b>	<b>Fee payable</b>
Removal or variation of a condition (to develop land without compliance with conditions previously attached).	Where the application relates to a householder application, £86*.  Where the application relates to major development, £2,000*.  In any other case, £586*.
Discharge of condition(s) – Approval of details and/or confirmation that one or more planning conditions have been complied with.	Where it relates to householder development, £86*.  In any other case (including condition relating to the submission of a Biodiversity Gain Plan), £298*.
Non-material changes to planning permission or permission in principle.	Where the application relates to householder development, £44.  In any other case, £298.

<b>Certificates of lawful use or development</b>	<b>Fee payable</b>
Existing use or operation.	Same as Full Application fee.
Existing use or operation – lawful not to comply with any condition or limitation.	£298
Proposed use or operation.	Half the Full Application fee.

<b>Prior Approval Applications (under permitted development rights)</b>	<b>Fee payable</b>
Householder development: <ul style="list-style-type: none"> <li>• Larger rear extension or other alteration of a dwellinghouse (Part 1 Class A).</li> <li>• Building upwards to extend a dwellinghouse (Part 1 Class AA).</li> </ul>	£240*
Change of use from commercial, business and service uses (Use Class E) to dwellinghouses (Part 3 Class MA).	£250* for each proposed dwellinghouse.
Change of use of other buildings) to dwellinghouses (Part 3, Classes M, N, Q).	£240*
	£516* if it includes building operations in connection with the change of use.
Construction of new dwellinghouses: <ul style="list-style-type: none"> <li>• Demolition of certain buildings and construction of new dwellinghouses (Part 20 Class ZA).</li> <li>• Extending certain existing buildings upwards to create new dwellinghouses (Part 20 Classes A, AA, AB, AC, AD).</li> </ul>	Where the number of new dwellinghouses is fewer than 10, £425 for each new dwellinghouse.  Where the number of new dwellinghouses is at least 10 but no more than 50, £459 for each new dwellinghouse.  Where the number of new dwellinghouses is more than 50, £22,688, and an additional £137 for each dwellinghouse in excess of 50, subject to a maximum in total of £411,885.
Electronic communications (Part 16 Class A).	£588
<b>All other applications for prior approval</b>	£240*

<b>Other applications continued...</b>	<b>Fee Payable</b>
Applications for Urgent Crown Development, made to the Secretary of State.	Same as fee for application for planning permission.
Monitoring of mining and landfill sites.	Where the whole or part of the site is active, £504.

	In any other case, £168.
Certificates of appropriate alternative development.	£298
Application or deemed application is made or deemed to be made by or on behalf of a club, society or other organisation (including any persons administering a trust) which is not established or conducted for profit and whose objects are the provision of facilities for sport or recreation.	£588

### **Fees for Applications for Consent to Display Advertisements**

<b><i>Category of Development</i></b>	<b><i>Fee Payable</i></b>
1. Advertisements displayed externally on business premises, the forecourt of business premises or other land within the curtilage of business premises, wholly with reference to all or any of the following matters— (a) the nature of the business or other activity carried on the premises; (b) the goods sold or the services provided on the premises; or (c) the name and qualifications of the person carrying on such business or activity or supplying such goods or services.	£168
2. Advertisements for the purpose of directing members of the public to, or otherwise drawing attention to the existence of, business premises which are in the same locality as the site on which the advertisement is to be displayed but which are not visible from that site.	£168
3. All other advertisements.	£588

**Appendix B :**

**Schedule of fees for planning  
applications in England from 1 April  
2026**

## Fees for planning applications in England from 1 April 2026

The Town and Country Planning (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) (Amendment) Regulations 2023 established an annual fee uplift in line with the Consumer Prices Index (CPI), for the preceding September, rounded to the nearest £1. The CPI for September 2025 was 3.8%.

All fee values from 1 April 2025 will be increased by 3.8% and these new fees will be charged from 1 April 2026. The new fee values are set out in the tables below.

We are aware of an issue with the Town and Country Planning Act (Fees for Applications, Deemed Applications, Requests and Site Visits) (England) Regulations 2012 (as amended) which means that the fee for an outline application covering multiple categories of development (as specified in paragraph 14(2) of Schedule 1) is not increased. We intend to correct this at the next available opportunity.

**All these changes will take effect from 1 April 2026**

### Fees in Respect of Applications and Deemed Applications for Planning Permission or for Approval of Reserved Matters

<b><i>Category of Development</i></b>	<b><i>Fee Payable</i></b>
<b><i>I. Operations</i></b>	
<b>1.</b> The erection of dwellinghouses (other than development in category 6)	(1) Where the application is for outline planning permission and—  (a) the site area is less than 0.5 hectares, £610 for each 0.1 hectare (or part thereof) of the site area;  (b) the site area is at least 0.5 hectares but does not exceed 2.5 hectares, £659 for each 0.1 hectare (or part thereof) of the site area;  (c) the site area exceeds 2.5 hectares, £16,291 and an additional £196 for each 0.1 hectare (or part thereof) in excess of 2.5 hectares, subject to a maximum in total of £213,769.  (2) Where the application is for permission in principle, £531 for each 0.1 hectare (or part thereof) of the site area.

	<p>(3) In any other case—</p> <p>(a) where the number of dwellinghouses to be created by the development is fewer than 10, £610 for each dwellinghouse;</p> <p>(b) where the number of dwellinghouses to be created by the development is at least 10 but no more than 50, £659 for each dwellinghouse;</p> <p>(c) where the number of dwellinghouses to be created by the development is more than 50, £32,578 and an additional £196 for each dwellinghouse in excess of 50, subject to a maximum in total of £427,537.</p>
<p><b>2.</b> The erection of buildings (other than buildings in categories 1, 3, 4, 5 or 7)</p>	<p>(1) Where the application is for outline planning permission and—</p> <p>(a) the site area is less than 1 hectare, £610 for each 0.1 hectare (or part thereof) of the site area;</p> <p>(b) the site area is at least 1 hectare but does not exceed 2.5 hectares, £659 for each 0.1 hectare (or part thereof) of the site area;</p> <p>(c) the site area exceeds 2.5 hectares, £16,291 and an additional £196 for each 0.1 hectare (or part thereof) in excess of 2.5 hectares, subject to a maximum in total of £213,769.</p> <p>(2) Where the application is for permission in principle, £531 for each 0.1 hectare (or part thereof) of the site area.</p> <p>(3) In any other case—</p> <p>(a) where no floor space is to be created by the development, £309;</p>

	<p>(b) where the area of gross floor space to be created by the development does not exceed 40 square metres, £309;</p> <p>(c) where the area of gross floor space created by the development exceeds 40 square metres but is less than 1000 square metres, £610 for each 75 square metres (or part thereof);</p> <p>(d) where the area of gross floor space created by the development is at least 1000 square metres but does not exceed 3750 square metres, £659 for each 75 square metres (or part thereof);</p> <p>(e) where the area of gross floor space created by the development exceeds 3750 square metres, £32,578 and an additional £196 for each 75 square metres (or part thereof) in excess of 3750 square metres, subject to a maximum in total of £427,537.</p>
<p><b>3.</b> The erection, on land used for the purposes of agriculture, or buildings used for agricultural purposes (other than buildings in category 4)</p>	<p>(1) Where the application is for outline planning permission and—</p> <p>(a) the site area is less than 1 hectare, £610 for each 0.1 hectare (or part thereof) of the site area;</p> <p>(b) the site area is at least 1 hectare but does not exceed 2.5 hectares, £659 for each 0.1 hectare (or part thereof) of the site area;</p> <p>(c) the site area exceeds 2.5 hectares, £16,291 and an additional £196 for each 0.1 hectare (or part thereof) in excess of 2.5 hectares, subject to a maximum in total of £213,769.</p> <p>(2) Where the application is for permission in principle, £531 for each</p>

	<p>0.1 hectare (or part thereof) of the site area.</p> <p>(3) In any other case—</p> <p>(a) where the area of gross floor space to be created by the development does not exceed 465 square metres, £127;</p> <p>(b) where the area of gross floor space to be created by the development exceeds 465 square metres but does not exceed 540 square metres, £610;</p> <p>(c) where the area of gross floor space to be created by the development exceeds 540 square metres but is less than 1000 square metres, £610 and an additional £610 for each 75 square metres (or part thereof) in excess of 540 square metres;</p> <p>(d) where the area of gross floor space to be created by the development is at least 1000 square metres but does not exceed 4215 square metres, £5,270 and an additional £659 for each 75 square metres (or part thereof) in excess of 1000 square metres;</p> <p>(e) where the area of gross floor space to be created by the development exceeds 4215 square metres, £32,578 and an additional £196 for each 75 square metres (or part thereof) in excess of 4215 square metres, subject to a maximum in total of £427,537.</p>
<p><b>4.</b> The erection of glasshouses on land used for the purposes of agriculture</p>	<p>(1) Where the area of gross floor space to be created by the development does not exceed 465 square metres, £127.</p> <p>(2) Where the area of gross floor space to be created by the</p>

	<p>development exceeds 465 square metres but is less than 1000 square metres, £3,405.</p> <p>(3) Where the area of gross floor space to be created by the development is 1000 square metres or more, £3,677.</p>
<b>5.</b> The erection, alteration or replacement of plant or machinery	<p>(1) Where the site area is less than 1 hectare, £610 for each 0.1 hectare (or part thereof) of the site area.</p> <p>(2) Where the site area is at least 1 hectare but does not exceed 5 hectares, £659 for each 0.1 hectare (or part thereof) of the site area.</p> <p>(3) Where the site area exceeds 5 hectares, £32,578 and an additional £196 for each 0.1 hectare (or part thereof) in excess of 5 hectares, subject to a maximum in total of £427,537.</p>
<b>6.</b> The enlargement, improvement or other alteration of existing dwellinghouses	<p>(1) Where the application relates to a single dwellinghouse, £548.</p> <p>(2) Where the application relates to two or more dwellinghouses, £1,083.</p>
<b>7.</b> The carrying out of operations (including the erection of a building) within the curtilage of an existing dwellinghouse, for purposes ancillary to the enjoyment of the dwellinghouse as such, or the erection or construction of gates, fences, walls or other means of enclosure along a boundary of the curtilage of an existing dwellinghouse.	£272
<b>8.</b> The construction of car parks, service roads and other means of access on land used for the purposes of a single undertaking, where the development is required for a purpose incidental to the existing use of the land.	£309

<p><b>9.</b> The carrying out of any operations connected with exploratory drilling for oil or natural gas.</p>	<p>(1) Where the site area does not exceed 7.5 hectares, £725 for each 0.1 hectare (or part thereof) of the site area.</p> <p>(2) Where the site area exceeds 7.5 hectares, £54,255 and an additional £215 for each 0.1 hectare (or part thereof) of the site area in excess of 7.5 hectares, subject to a maximum in total of £427,537.</p>
<p><b>10.</b> The carrying out of any operations (other than operations coming within category 9) for the winning and working of oil or natural gas.</p>	<p>(1) Where the site area does not exceed 15 hectares, £366 for each 0.1 hectare (or part thereof) of the site area.</p> <p>(2) Where the site area exceeds 15 hectares, £54,896 and an additional £215 for each 0.1 hectare (or part thereof) in excess of 15 hectares, subject to a maximum in total of £111,159.</p>
<p><b>11.</b> The carrying out of any operations not coming within any of the above categories.</p>	<p>(1) In the case of operations for the winning and working of minerals—</p> <p>(a) where the site area does not exceed 15 hectares, £333 for each 0.1 hectare (or part thereof) of the site;</p> <p>(b) where the site area exceeds 15 hectares, £49,786 and an additional £196 for each 0.1 hectare (or part thereof) in excess of 15 hectares, subject to a maximum in total of £111,159.</p> <p>(2) In any other case, £309 for each 0.1 hectare (or part thereof) of the site area, subject to a maximum in total of £2,676.</p>
<p><b><i>II. Uses of land</i></b></p>	
<p><b>12.</b> The change of use of a building to use as one or more separate dwellinghouses.</p>	<p>(1) Where the change of use is from a previous use as a single dwellinghouse to use as two or more single dwellinghouses—</p>

	<p>(a) where the change of use is to use as fewer than 10 dwellinghouses, £610 for each additional dwellinghouse;</p> <p>(b) where the change of use is to use as at least 10 but no more than 50 dwellinghouses, £659 for each additional dwellinghouse;</p> <p>(c) where the change of use is to use as more than 50 dwellinghouses, £32,578 and an additional £196 for each dwellinghouse in excess of 50 dwellinghouses, subject to a maximum in total of £427,537.</p> <p>(2) In all other cases—</p> <p>(a) where the change of use is to use as fewer than 10 dwellinghouses, £610 for each dwellinghouse;</p> <p>(b) where the change of use is to use as at least 10 but no more than 50 dwellinghouses, £659 for each dwellinghouse;</p> <p>(c) where the change of use is to use as more than 50 dwellinghouses, £32,578 and an additional £196 for each dwellinghouse in excess of 50 dwellinghouses, subject to a maximum in total of £427,537.</p>
<p><b>13.</b> The use of land for—</p> <p>(a) the disposal of refuse or waste materials,</p> <p>(b) the deposit of material remaining after minerals have been extracted from land, or</p> <p>(c) the storage of minerals in the open.</p>	<p>(1) Where the site area does not exceed 15 hectares, £333 for each 0.1 hectare (or part thereof) of the site area.</p> <p>(2) Where the site area exceeds 15 hectares, £49,786 and an additional £196 for each 0.1 hectare (or part thereof) of the site area in excess of 15 hectares, subject to a maximum in total of £111,159.</p>
<p><b>14.</b> The making of a material change in use of a building or land (other</p>	<p>£610</p>

than a material change of use in category 12 or 13(a), (b) or (c)).	
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### Fees for other applications

<b>Reserved matters</b>	<b>Fee payable</b>
Approval of reserved matters following outline approval.	Full application fee due; or If Full Application already paid, £610.

<b>Matter relating to conditions or amendments</b>	<b>Fee payable</b>
Removal or variation of a condition (to develop land without compliance with conditions previously attached).	Where the application relates to a householder application, £89. Where the application relates to major development, £2,076. In any other case, £608.
Discharge of condition(s) – Approval of details and/or confirmation that one or more planning conditions have been complied with.	Where it relates to householder development, £89. In any other case (including condition relating to the submission of a Biodiversity Gain Plan), £309.
Non-material changes to planning permission or permission in principle.	Where the application relates to householder development, £46. In any other case, £309.

<b>Certificates of lawful use or development</b>	<b>Fee payable</b>
Existing use or operation.	Same as Full Application fee.
Existing use or operation – lawful not to comply with any condition or limitation.	£309
Proposed use or operation.	Half the Full Application fee.

<b>Prior Approval Applications (under permitted development rights)</b>	<b>Fee payable</b>
Householder development: <ul style="list-style-type: none"> <li>• Larger rear extension or other alteration of a dwellinghouse (Part 1 Class A).</li> </ul>	£249

<ul style="list-style-type: none"> <li>Building upwards to extend a dwellinghouse (Part 1 Class AA).</li> </ul>	
Change of use from commercial, business and service uses (Use Class E) to dwellinghouses (Part 3 Class MA).	£260 for each proposed dwellinghouse.
Change of use of other buildings) to dwellinghouses (Part 3, Classes M, N, Q).	£249
	£536 if it includes building operations in connection with the change of use.
<p>Construction of new dwellinghouses:</p> <ul style="list-style-type: none"> <li>Demolition of certain buildings and construction of new dwellinghouses (Part 20 Class ZA).</li> <li>Extending certain existing buildings upwards to create new dwellinghouses (Part 20 Classes A, AA, AB, AC, AD).</li> </ul>	<p>Where the number of new dwellinghouses is fewer than 10, £441 for each new dwellinghouse.</p> <p>Where the number of new dwellinghouses is at least 10 but no more than 50, £476 for each new dwellinghouse.</p> <p>Where the number of new dwellinghouses is more than 50, £23,550, and an additional £142 for each dwellinghouse in excess of 50, subject to a maximum in total of £427,537.</p>
Electronic communications (Part 16 Class A).	£610
<b>All other applications for prior approval</b>	£249

<b><i>Other applications continued...</i></b>	<b><i>Fee Payable</i></b>
Applications for Urgent Crown Development, made to the Secretary of State.	Same as fee for application for planning permission.
Monitoring of mining and landfill sites.	Where the whole or part of the site is active, £523.  In any other case, £174.
Certificates of appropriate alternative development.	£309
Application or deemed application is made or deemed to be made by or on behalf of a club, society or other	£610

organisation (including any persons administering a trust) which is not established or conducted for profit and whose objects are the provision of facilities for sport or recreation.	
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### **Fees for Applications for Consent to Display Advertisements**

<b><i>Category of Development</i></b>	<b><i>Fee Payable</i></b>
1. Advertisements displayed externally on business premises, the forecourt of business premises or other land within the curtilage of business premises, wholly with reference to all or any of the following matters— (a) the nature of the business or other activity carried on the premises; (b) the goods sold or the services provided on the premises; or (c) the name and qualifications of the person carrying on such business or activity or supplying such goods or services.	£174
2. Advertisements for the purpose of directing members of the public to, or otherwise drawing attention to the existence of, business premises which are in the same locality as the site on which the advertisement is to be displayed but which are not visible from that site.	£174
3. All other advertisements.	£610

**Appendix C:**

**S.106**

**Agreement**

**Outer Dowsing**

**Windfarm**

# Outer Dowsing Offshore Wind

## S106 Agreement with Lincolnshire County Council

### Close of Examination Submission

Date: April 2025

Document Reference: 25.2  
Revision: 1.0

Company:	<b>Outer Dowsing Offshore Wind</b>		Asset:	<b>Whole Asset</b>		
Project:	<b>Whole Wind Farm</b>		Sub Project/Package:	Whole Asset		
Document Title or Description:	25.2 S106 Agreement with Lincolnshire County Council					
Internal Document Number:	PP1-ODOW-DEV-CS-AGR-0007		3 <sup>rd</sup> Party Doc No (If applicable):	N/A		
<b>Rev No.</b>	<b>Date</b>	<b>Status / Reason for Issue</b>	<b>Author</b>	<b>Checked by</b>	<b>Reviewed by</b>	<b>Approved by</b>
1.0	April 2025	Close of Examination Submission	Shepherd & Wedderburn	Shepherd & Wedderburn	Outer Dowsing	Outer Dowsing



SHEPHERD WEDDERBURN

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

between

- (1) GT R4 Limited
- (2) John Grant (Donington)
- (3) Lincolnshire County Council

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

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THIS DEED is made on

10 April

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) **JOHN GRANT (DONINGTON)** (company number 02148617) whose registered office is at The Old Vicarage, Church Close, Boston, Lincolnshire, PE21 6NA (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 LL303537;
- (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**

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

"1990 Act"	the Town and Country Planning Act 1990;
"2008 Act"	the Planning Act 2008;
"Application"	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;
"Archives Contribution"	the sum of ONE HUNDRED AND FIFTY THOUSAND POUNDS (£150,000) Indexed payable pursuant to Part 1 of Schedule 4 to this Deed;
"AS Contribution"	the sum of SIXTY THOUSAND POUNDS (£60,000) Indexed payable pursuant to Part 1 of Schedule 3 to this Deed;
"Authorised Development"	has the meaning ascribed to that term in article 2 ( <i>interpretation</i> ) of the Order;
"Cessation of Transmission of Electricity"	the date on which electricity is no longer transmitted from Work No. 1 to Work No. 16;
"Commence"	has the meaning ascribed to that term in article 2 ( <i>interpretation</i> ) of the Order, and "Commencement" shall be construed accordingly;
"Completion of the Offshore Transmission Works"	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;
<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: $\frac{b \times c}{a}$
	where: a equals the Index figure published as at the date of this Deed; b equals the last Index figured published prior to the date of payment of the sum; and c equals the sum to be Indexed;
<b>"Land"</b>	land at Surfleet Marsh, Surfleet being the land shown shaded blue and outlined in red on the Plan and comprised within registered title number LL303537;
<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 1 and marked "Information Plan";
<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 the Developer at 2nd Floor, Boundary House, 91-93 Charterhouse Street, London, EC1M 6HR, marked for the attention of Chris Jenner, Development Manager;
- 14.1.2 in the case of the Landowner, to the Landowner at Witham House, 52 Church Street, Donington, Spalding, Lincolnshire, PE11 4UA; and
- 14.1.3 in the case of the County Council, to the County Council at its principal office marked for the attention of its Head of Planning.
- 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.

This document has been executed as a Deed at the end of the Schedules and is delivered as a Deed on the date stated at the beginning 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 2 or as may be updated and amended by agreement between the Council and the Developer from time to time;  |
| <b>"Fund Strategy"</b>                                  | 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: <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 Developer covenants with the Landowner as follows:

1. To procure and submit to the Landowner, as soon as reasonably practicable upon receipt of the same, confirmation from the County Council that the Developer has (i) established the Ecological Steering Group, and (ii) paid to the County Council the Landscape and Ecology Enhancement Contribution.

The Landowner and the Developer covenant 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 Developer covenants with the Landowner as follows:

1. To procure and submit to the Landowner, as soon as reasonably practicable upon receipt of the same, confirmation from the County Council that the Developer has paid to the County Council the first instalment of the ECO Contribution.

The Landowner and the Developer covenant 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 Developer covenants with the Landowner as follows:

1. To procure and submit to the Landowner, as soon as reasonably practicable upon receipt of the same, confirmation from the County Council that the Developer has paid to the County Council the AS Contribution.

The Landowner and the Developer covenant 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 Developer covenants with the Landowner as follows:

1. To procure and submit to the Landowner, as soon as reasonably practicable upon receipt of the same, confirmation from the County Council that the Developer has paid to the County Council (i) the Archives Contribution, and (ii) the Treasure Acquisition Contribution.

The Landowner and the Developer covenant 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**

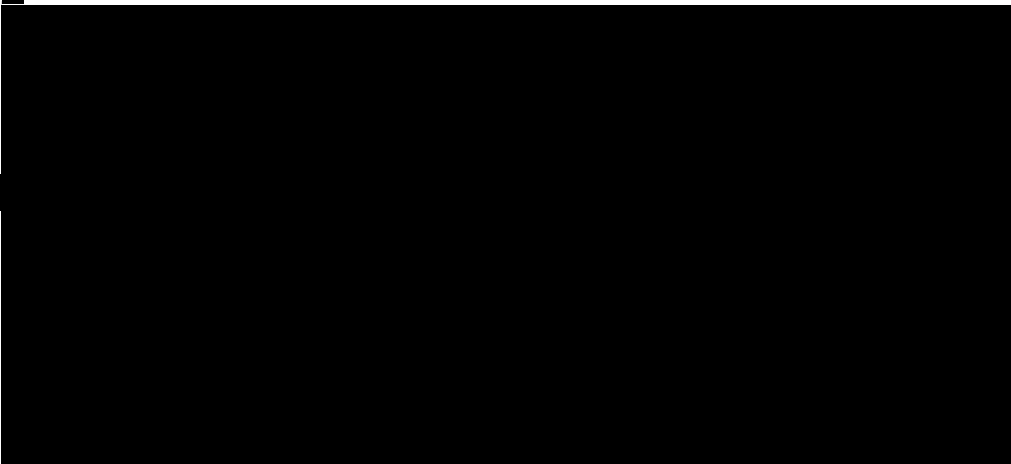
#### **County Council's covenants**

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.

**EXECUTED AS A DEED**

by GT R4 LIMITED acting by its  
duly authorised attorneys [redacted]  
and [redacted] under a Power of  
Attorney dated 11 April 2024



in the presence of:  
Witness Signature:  
Name:  
Address:  
Occupation:

2<sup>nd</sup> floor, Boundary House  
91-93 Charterhouse Street, London  
LEGAL COUNSEL

**EXECUTED AS A DEED**

by [redacted] (DONINGTON) )  
acting by ..... ) Director

in the presence of:  
Witness Signature:  
Name:  
Address:  
Occupation:

**THE COMMON SEAL** of )  
LINCOLNSHIRE COUNTY COUNCIL )  
was hereunto affixed in the presence )  
of ..... )  
)  
) ..... )  
) Duly Authorised Officer

EXECUTED AS A DEED )  
 by GT R4 LIMITED acting by its ) .....  
 duly authorised attorneys ( [REDACTED] ) Attorney  
 and [REDACTED] under a Power of )  
 Attorney dated 11 April 2024 ) .....  
 ) Attorney

in the presence of:  
 Witness Signature:  
 Name:  
 Address:  
 Occupation:

E) [REDACTED]  
 by [REDACTED]  
 ac [REDACTED]  
 in [REDACTED]  
 W [REDACTED]  
 Na [REDACTED]  
 Ad [REDACTED]  
 O [REDACTED]

PARALEGAL

THE COMMON SEAL of )  
 LINCOLNSHIRE COUNTY COUNCIL )  
 was hereunto affixed in the presence )  
 of ..... )  
 )  
 ) .....  
 ) Duly Authorised Officer

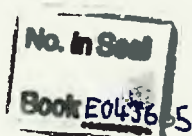
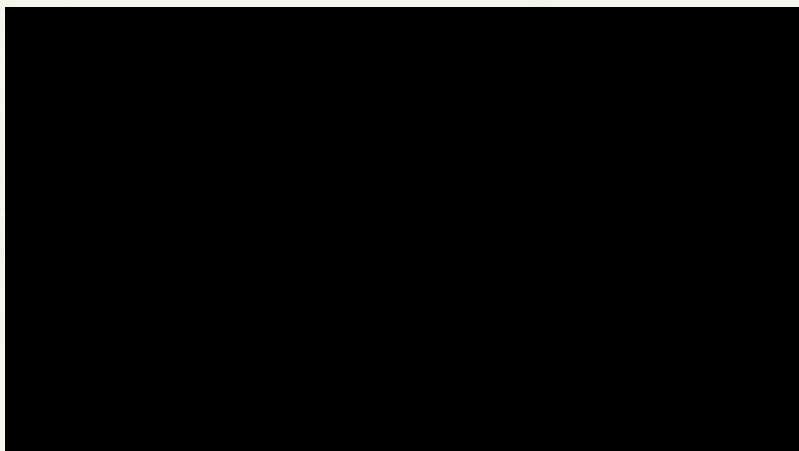
**EXECUTED AS A DEED** )  
 by GT R4 LIMITED acting by its ) .....  
 duly authorised attorneys ( ) Attorney  
 and ( ) under a Power of )  
 Attorney dated 11 April 2024 ) .....  
 ) Attorney

in the presence of:  
 Witness Signature:  
 Name:  
 Address:  
 Occupation:

**EXECUTED AS A DEED** )  
 by (DONINGTON) ) .....  
 acting by ..... ) Director

in the presence of:  
 Witness Signature:  
 Name:  
 Address:  
 Occupation:

**THE COMMON SEAL** of )  
**LINCOLNSHIRE COUNTY COUNCIL** )  
 was hereunto affixed in the presence )  
 of ..... )  
 )  
 )  
 )



**DM DALCOUR MACLAIREN**

Key: S 106 Land

Notes:

Coordinate System: British National Grid  
Datum: OSGB 1936

Location:  
Marsh Drive, Old Three Tuns Farm,  
Surfleet CP, South Holland, Lincolnshire,  
PE11 4DW

Coords: 5285685, 331309

Scheme Name:  
Outer Dowsing

Drawing Name:  
Information Plan

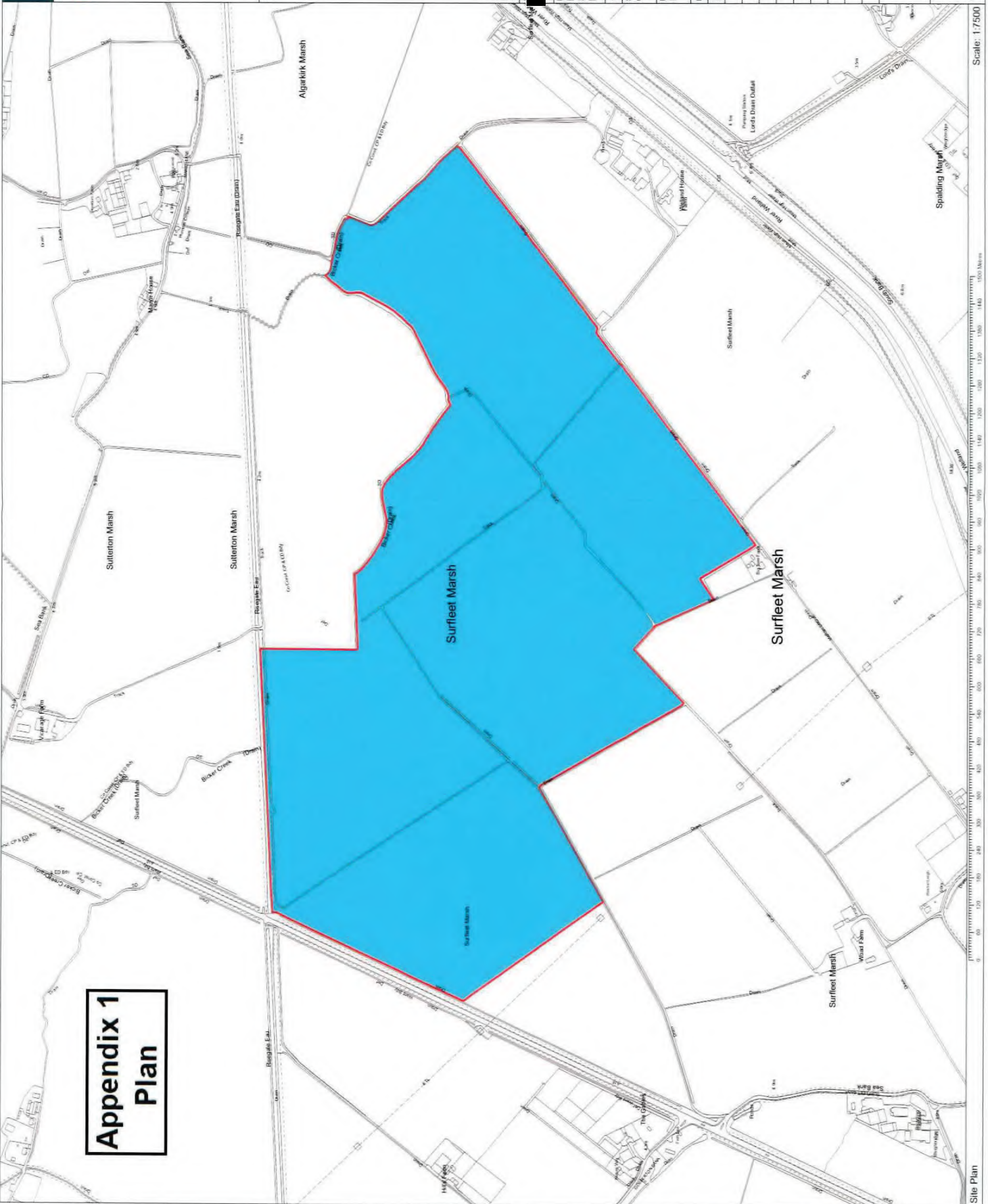
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Rev	Date	Description
-	08.04.2025	First Issue

Drawn:	WP
Approved:	CB
Sheet No:	1 of 1
Sheet Size:	A3

**OUTER DOWSING**  
OF CHANGE WORLD

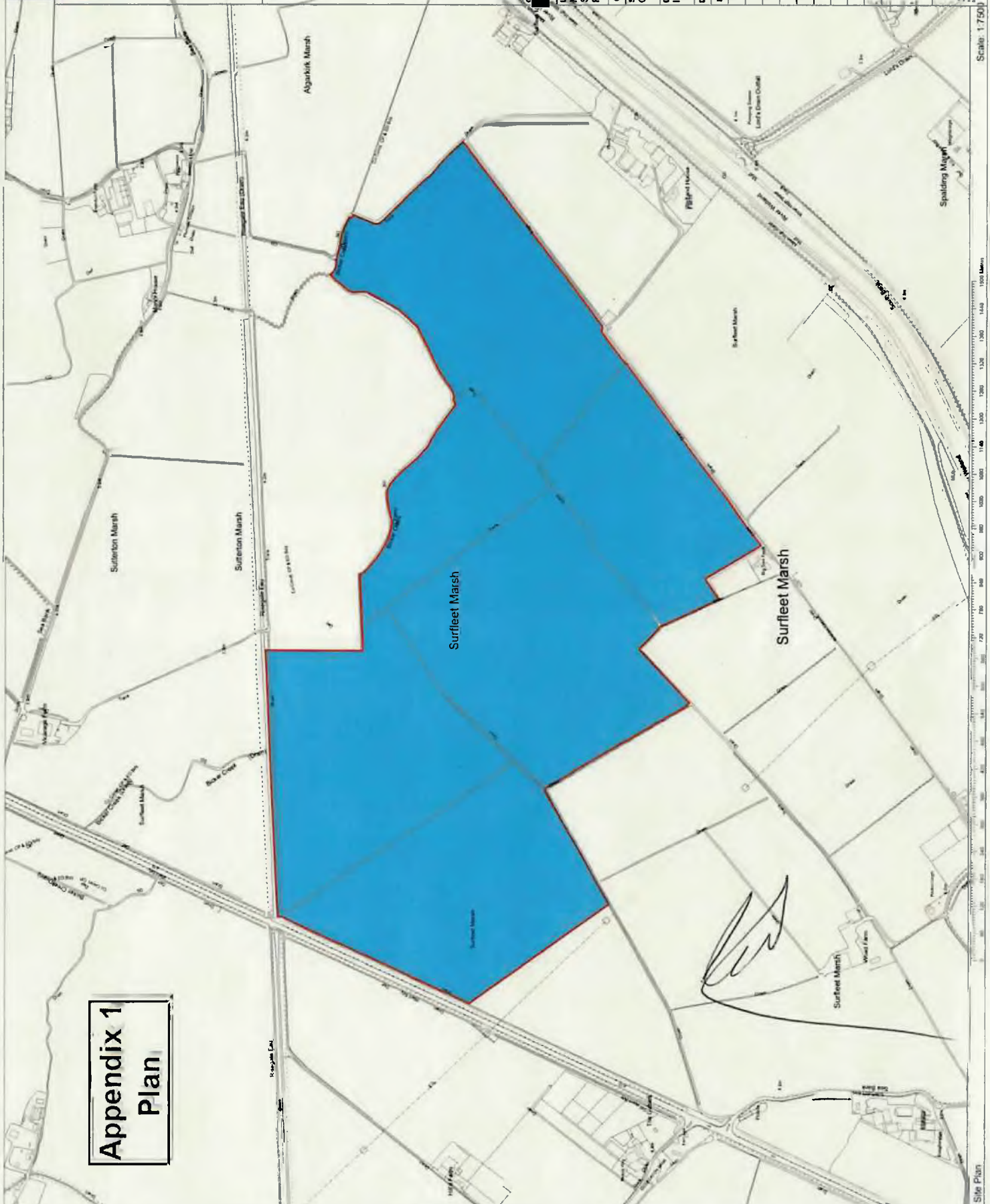
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**Appendix 1  
Plan**



**Appendix 1  
Plan**



Notes:

Coordinate System: British National Grid  
Datum: Airy 1830  
Units: Metres

Drawn: [Redacted] (Donington)

**Location:**  
Marsh Drive, Old Three Turns Farm,  
Surfleet CP, South Holland, Lincolnshire,  
PE11 4DW

**Coords:** 528585, 331309

**Scheme Name:**  
Outer Dowsing

**Drawing Name:**  
Information Plan

**Drawing No:** 22000087 PLN INFO\_13396.1

Rev	Date	Description
08	04 2025	Final Issue

Drawn:	WP
Approved:	CB
Sheet No:	1 of 1
Sheet Size:	A3



The information contained in this drawing is intended for use by the client and is not to be used for any other purpose. It is the client's responsibility to ensure that the information is accurate and up to date. The client warrants that the information is true and correct. The client warrants that the information is not to be used for any other purpose. The client warrants that the information is not to be used for any other purpose. The client warrants that the information is not to be used for any other purpose.

Scale: 1:750

Site Plan

## 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.