

OUR REF S6152.28/CBW/CWI
YOUR REF
10 March 2026

National Infrastructure Planning
Temple Quay House
2 The Square
Bristol
BS1 6PN

Dear Examining Authority

Sea Link Project (the “Project”)

Application Ref: EN020026

**ScottishPower Renewables (UK) Limited, East Anglia ONE North Limited and East Anglia TWO Limited’s
Deadline 5 Submission**

1. Introduction

- 1.1 We refer to the above Project and confirm we are instructed by ScottishPower Renewables (UK) Limited (“**SPR**”), East Anglia ONE North Limited (“**EA1NL**”) and East Anglia TWO Limited (“**EA2L**”) (together, the “**SPR parties**”).
- 1.2 SPR is the parent company of EA1NL, who has the benefit of the East Anglia ONE North Offshore Wind Farm Order 2022 (“**EA1N**”), and EA2L, who has the benefit of the East Anglia TWO Offshore Wind Farm Order 2022 (“**EA2**”).
- 1.3 This submission provides comments on a number of deadline 4 submissions (“**DL4**”) made by National Grid Electricity Transmission Plc (the “**Applicant**”) and provides a brief update on matters of discussion between the SPR parties and the Applicant.

2. Comments on DL4 submissions – Land documents

- 2.1 As flagged in the SPR parties’ DL4 submission [REP4-113], the SPR parties had provided the Applicant with information to allow for the book of reference and land plans for the Project to be updated by DL4 to accurately reflect the SPR parties’ interests.
- 2.2 It appears that the application documents have been updated to accurately reflect that EA1N/EA2 own a number of plots purchased from Ian Rix.
- 2.3 However, a number of inaccuracies remain in the book of reference [REP4-021/REP4-022]. These inaccuracies and the corrective action required are outlined in the table below.

Position in Applicant’s land documents	Update required	Relevant plots
SPR incorrectly recorded as a Category 1 ‘Reputed Owner’	EA1NL and EA2L purchased the relevant plots of land and should be recorded as the Category 1 ‘Owners’.	2/20a, 2/55, 2/60, 2/61, 2/63, 2/64, 2/65, 2/68, 2/69, 2/72

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SPR incorrectly listed as Category 1 'Reputed Owner'	SPR has an option to purchase this plot and therefore should be recorded as having a Category 2 interest in this plot.	2/8
SPR is not recorded as having a Category 2 interest in respect of its option to purchase this plot.	SPR should be recorded as having a Category 2 interest in this plot.	2/72b
SPR's interest in these plots is not recorded.	SPR has a Category 2 interest in these plots, which are subject to an option agreement in respect of cables. This interest should be recorded.	3/20, 3/21, 3/22
EA1NL and EA2L are incorrectly recorded as having a Category 2 interest in this plot.	EA1NL's and EA2L's Category 2 interest should be removed in respect of this plot.	2/99
SPR is incorrectly recorded as an Occupier.	This interest should be removed in respect of this plot.	3/17
SPR's interest is not recorded.	This plot is subject to an option agreement for the grant of easements in favour of SPR. SPR should therefore be recorded as having a Category 2 interest in this plot.	2/76
SPR incorrectly recorded as having a Category 2 interest	SPR's Category 2 interest should be removed in respect of these plots. SPR has an option agreement recorded on the same property title which applies to areas outside of the plots.	3/38, 3/39, 3/40, 3/45, 3/46, 3/47, 3/49, 3/51, 3/53, 3/55, 3/56, 3/57, 3/59, 3/63, 4/2, 4/4, 4/5, 4/6, 4/8, 4/9, 4/10, 4/11, 4/14, 4/15, 4/16, 4/17, 4/19, 4/24, 4/25, 4/26, 5/1, 5/2

3. Update on other matters

Landscaping

- 3.1 By way of update, the SPR parties advise that the landscape management plan ("**LMP**") submitted to discharge requirement 14 of the EA1N and EA2 Development Consent Orders was approved by East Suffolk Council on 18 February 2026.
- 3.2 As flagged in the SPR parties' deadline 4 submission [REP4-112], it is understood that refinements may be required to the LMP in order to accommodate the Project, if the development consent order is granted for the Project. The SPR parties continue to work closely with the Applicant to understand how such refinements could be managed, which would be subject to a further approval process.

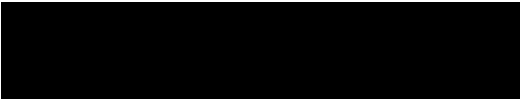
Protective provisions

- 3.3 The SPR parties provided a suite of draft protective provisions to the Applicant on 19 February 2026. If accepted, these protective provisions would resolve a number of the SPR parties' concerns regarding the Project.
- 3.4 The SPR parties are awaiting a substantive response on the draft protective provisions. However, they understand the Applicant is planning to submit its preferred version of the protective provisions at examination deadline 5. That being the case, the SPR parties provide their preferred protective provision at Appendix 1 of this submission, for the examining authority's consideration.

4. Further response to action point 69

- 4.1 At examination deadline 4, the SPR parties provided a preliminary response to the examining authority's action point 69. As flagged in that submission, the SPR parties have prepared a further response to that action point, which is provided in **Schedule 1** to this submission.

Yours faithfully



For and on behalf of Shepherd and Wedderburn LLP

SCHEDULE 1 – FURTHER RESPONSE TO AP69

Action	Description	DL4 Response	DL5 Further response
69	Provide a form of requirement wording, co-ordinated with SPR, that would enable the previous East Anglia 1 North Requirement 27 noise limit requirements for Friston/Kiln Lane substation to be satisfied.	The Applicant has advised the SPR parties that they do not propose to include requirement wording regarding operational noise. The SPR parties are considering the Applicant's position and will respond further at Deadline 5.	<p>An Operational Phase Noise Management Plan – ONSS (“ONMP”) has been discharged under Requirement 12 and Requirement 27 of the EA1N and EA2 DCOs.</p> <p>The ONMP incorporates operational noise information provided by the Applicant and sets out how operational noise will be managed in accordance with the cumulative operational noise limit prescribed in Requirement 27 of the EA1N and EA2 DCOs.</p> <p>SPR accept that the National Grid Kiln Lane substation will not include transformers or other equipment that are likely to contribute to cumulative noise. The Applicant has provided specifications of the switchgear it plans to install at the National Grid Kiln Lane substation and further information on the intended operation.</p> <p>SPR understands that all switches will be internal (i.e. within the main building), switch duration will be very brief (circa 75 milli-seconds), and switching events will be infrequent. As such, SPR accepts that the operation of the National Grid Kiln Lane substation is expected to make a minimal contribution to cumulative operational noise under standard operation.</p>

APPENDIX 1 – PROTECTIVE PROVISIONS (PROVIDED OVERLEAF)

PROTECTIVE PROVISIONS FOR THE BENEFIT OF EAST ANGLIA ONE NORTH LIMITED - GENERAL

Application

1. (1) For the Protection of East Anglia ONE North Limited, the statutory undertaker referred to in this Part of this Schedule, the following provisions have effect unless otherwise agreed in writing between the undertaker and the statutory undertaker.

(2) Subject to the extent otherwise agreed in writing between the undertaker and the statutory undertaker, where the benefit of this Order is transferred or granted to another person under article 6 (benefit of Order)—

(a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between the statutory undertaker and the transferee or grantee (as the case may be); and

(b) written notice of the transfer or grant must be given to the statutory undertaker on or before the date of that transfer or grant.

2. Interpretation

In this Part of this Schedule –

“acceptable insurance” means general third party liability insurance effected and maintained by the undertaker with a combined property damage and bodily injury limit of indemnity of not less than a sum to be notified to the undertaker by the statutory undertaker and agreed in writing between the parties. Evidence of that insurance must be provided to the statutory undertaker on request.

“acceptable security” means either—

(a) a parent company guarantee from a parent company in favour of the statutory undertaker to cover the undertaker’s liability to the statutory undertaker to a total liability cap in an amount to be notified to the undertaker by the statutory undertaker and agreed in writing between the parties (in a form reasonably satisfactory to the statutory undertaker and where required by the statutory undertaker, accompanied with a legal opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee); or

(b) a bank bond or letter of credit from an acceptable credit provider in favour of the statutory undertaker to cover the undertaker’s liability to the statutory undertaker for an amount to be notified to the undertaker by the statutory undertaker and agreed in writing between the parties (in a form reasonably satisfactory to the statutory undertaker);

“EA1N” means the East Anglia ONE North Offshore Windfarm as authorised by the East Anglia ONE North Offshore Wind Farm Order 2022.

“EA1N Transmission Infrastructure” means Work Nos. 5, 6, 8, 9, 11, 12, 13, 16, 17, 18, 19, 20, 21, 22, 23, 26, 30, 31, 32 of the East Anglia ONE North Offshore Wind Farm Order 2022.

“Requirement Discharge Documents” means any document, plan or other information submitted for the purposes of discharging a requirement in Part 3 of Schedule 1 of the East Anglia ONE North Offshore Wind Farm Order 2022.

“statutory undertaker” means the party who has the benefit of the East Anglia ONE North Offshore Wind Farm Order 2022.

3. Notice

(1) Where the undertaker is required to provide any plans or other information to the statutory undertaker under this Part of this Schedule, those plans or other information must be delivered by email to sealink@scottishpower.com.

4. Acquisition of land

(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not acquire any land interest or apparatus or rights

or take temporary possession of land or override any easement and/or other interest including any powers of temporary possession of the statutory undertaker otherwise than by agreement.

(2) As a condition of agreement between the parties in subparagraph (1), prior to the carrying out of any part of the authorised development (or in such other timeframe as may be agreed between the statutory undertaker and the undertaker) that will cause any conflict with or breach the terms of any easement and/or other legal or land interest of the statutory undertaker and/or affects the provisions of any enactment or agreement regulating the relations between the statutory undertaker and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as the statutory undertaker reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between the statutory undertaker and the undertaker acting reasonably and which must be no less favourable on the whole to the statutory undertaker unless otherwise agreed by the statutory undertaker, and it will be the responsibility of the undertaker to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

5. Work No.1B – new substation at Friston

(1) No part of Work No.1B may commence until the undertaker has provided to the statutory undertaker with the details of the layout, scale and external appearance of the proposed works and the statutory has approved those details in writing.

(2) The statutory undertaker must provide the undertaker with its written decision on whether to approve the details provided under sub paragraph (1) within 25 working days of receipt of those details.

6. Interference with East Anglia ONE North Offshore Wind Farm Order 2022

(1) The undertaker shall not, in carrying out the authorised development, do anything which could result in the breach of a requirement or other provision of the East Anglia ONE North Offshore Wind Farm Order 2022.

(2) In the case of a breach of sub-paragraph (1) the undertaker shall be liable, and shall indemnify the statutory undertaker for any expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from the statutory undertaker, as a result of the breach of sub-paragraph (1).

7. Construction Traffic

(1) Prior to the submission of any Construction Traffic Management and Travel Plan – Suffolk for approval by the relevant planning authority in accordance with this Order, the undertaker must provide a copy of such plan to the statutory undertaker for consultation.

(2) The statutory undertaker must provide any comments on the plan provided under subparagraph (1) within 25 working days of receipt of the plan.

(3) The undertaker must give reasonable consideration to any comments provided by the statutory undertaker under subparagraph (2) and where any comments relate to the statutory undertaker's Requirement Discharge Documents the undertaker must update the plan to the reasonable satisfaction of the statutory undertaker.

8. Construction Interface Management Plan

(1) No stage of Work No.1B, Work No.5 or any other stage of the authorised development which may impact the statutory undertaker, may commence until a Construction Interface Management Plan has been agreed between the undertaker, the statutory undertaker and the undertaker of the East Anglia TWO Offshore Wind Farm Order 2022 which outlines how any potential overlap in construction activities required for the authorised development, EA1N and the East Anglia Two Offshore Wind Farm will be managed.

9. Landscaping

(1) Regardless of any provision in this Order or any permitted development right, the undertaker may not do anything which could adversely impact the landscape mitigation being delivered by the statutory undertaker in accordance with the East Anglia ONE North Offshore Wind Farm Order 2022, unless otherwise agreed in writing between the undertaker and the statutory undertaker.

10. Haul Road

(1) No part of Work No.5 may commence until the undertaker has provided the statutory undertaker with a Haul Road Interface Plan and such Haul Road Interface Plan has been approved in writing by the statutory undertaker.

(2) The Haul Road Interface Plan prepared under subparagraph (1) must demonstrate how the authorised development will interface with the haul road required for Work No.26 as described in the East Anglia ONE North Offshore Wind Farm Order 2022.

(3) The Haul Road Interface Plan prepared under subparagraph (1) must demonstrate that the construction of any part of the authorised development in the vicinity of the haul road shall not impact on the statutory undertaker's ability to deliver EA1N.

(4) The statutory undertaker must provide the undertaker with its written decision on whether to approve the Haul Road Interface Plan provided under subparagraph (1) within 25 working days of receipt of those details.

11. Expenses

(1) The undertaker must pay to the statutory undertaker on demand all charges, costs and expenses reasonably anticipated or incurred by the statutory undertaker in, or in connection with fulfilling its obligations under paragraphs 5, 7 and 10.

12. Indemnity

(1) Subject to paragraphs (2) and (3) if by reason or in consequence of the construction, use, maintenance or failure of any part of the authorised development any physical damage is caused to any of the statutory undertaker's assets, or there is any disruption to the construction of EA1N, or there is any disruption in the service provided, or any losses are incurred by the statutory undertaker as a result of any damage to any of the infrastructure required for the operation of EA1N, the undertaker must –

(a) bear and pay on demand the cost reasonably incurred by the statutory undertaker in making good such damage or restoring such services; and

(b) indemnify the statutory undertaker for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from the statutory undertaker, by reason or in consequence of any such damage or interruption or delay or the statutory undertaker becoming liable to any third party as aforesaid other than arising from any default of the statutory undertaker; and

(c) indemnify the statutory undertaker for any consequential loss of generation profit resulting from damage or disruption to the grid connection for EA1N.

(2) The fact that any act or thing may have been done by the statutory undertaker on behalf of the undertaker or in accordance with a plan approved by the statutory undertaker or in accordance with any requirement of the statutory undertaker or under its supervision does not (unless subparagraph (3) applies), excuse the undertaker from liability under the provisions of subparagraph (1) unless the statutory undertaker fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of any damage or interruption to the extent that it is attributable to the neglect or default of the statutory undertaker, its officers, servants, contractors or agents.

(4) The statutory undertaker must give the undertaker reasonable notice of any such third party claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

(5) Where EA1N Transmission Infrastructure has been transferred to an offshore transmission owner, from the date of such transfer, "statutory undertaker" under this paragraph 10 means:

(a) in respect of the indemnity in subparagraph (1)(a) and (1)(b), where the event triggering the indemnity occurred on or after the date of the transfer of the EA1N Transmission Infrastructure, the offshore transmission owner;

(b) in respect of the indemnity outlined in subparagraph (1)(c), the owner of the generation assets for EA1N.

(6) No stage of the authorised development to which this Part of this Schedule applies may commence unless and until the statutory undertaker is satisfied, acting reasonably, that:

(a) the undertaker has provided the acceptable security (and provided evidence that it shall maintain such acceptable security for the construction period of the stage(s) of the authorised development to which this Part of this Schedule applies from the proposed date of commencement of construction of those stage(s) of the authorised development) and the statutory undertaker has confirmed the same to the undertaker in writing; and

(b) the undertaker has procured acceptable insurance (and provided evidence to the statutory undertaker that it shall maintain such acceptable insurance for the construction period of the stage(s) of the authorised development to which this Part of this Schedule applies from the proposed date of commencement of construction of those stage(s) of the authorised development) and the statutory undertaker has confirmed the same in writing to the undertaker.

13. Expert determination

(1) Any difference or dispute arising between the undertaker and the statutory undertaker under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and the statutory undertaker, be determined by way of expert determination.

PROTECTIVE PROVISIONS FOR THE BENEFIT OF EAST ANGLIA ONE NORTH LIMITED – CABLE CROSSING

Application

1. (1) For the Protection of East Anglia One North Limited, the statutory undertaker referred to in this Part of this Schedule, the following provisions have effect unless otherwise agreed in writing between the undertaker and the statutory undertaker.

(2) Subject to the extent otherwise agreed in writing between the undertaker and the statutory undertaker, where the benefit of this Order is transferred or granted to another person under article 6 (benefit of Order)—

(a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between the statutory undertaker and the transferee or grantee (as the case may be); and

(b) written notice of the transfer or grant must be given to the statutory undertaker on or before the date of that transfer or grant.

Interpretation

2. In this Part of this Schedule –

“acceptable insurance” means general third party liability insurance effected and maintained by the undertaker with a combined property damage and bodily injury limit of indemnity of not less than a sum to be notified to the undertaker by the statutory undertaker and agreed in writing between the parties. Evidence of that insurance must be provided to the statutory undertaker on request.

“acceptable security” means either—

(a) a parent company guarantee from a parent company in favour of the statutory undertaker to cover the undertaker’s liability to the statutory undertaker to a total liability cap in an amount to be notified to the undertaker by the statutory undertaker and agreed in writing between the parties (in a form reasonably satisfactory to the statutory undertaker and where required by the statutory undertaker, accompanied with a legal opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee); or

(b) a bank bond or letter of credit from an acceptable credit provider in favour of the statutory undertaker to cover the undertaker’s liability to the statutory undertaker for an amount to be notified to the undertaker by the statutory undertaker and agreed in writing between the parties (in a form reasonably satisfactory to the statutory undertaker);

“As-built Survey” means a survey to be carried out following the completion of any part of the authorised development within 15m of the cable crossing recording (i) the configuration of the cable crossing and facilities ancillary thereto within a distance of two hundred metres (200m) of the cable crossing and the state of the land and position and condition of any cables within a distance of two hundred metres (200m) of the cable crossing.

“As-found Survey” means a survey to be carried out prior to the commencement of any part of the authorised development within 15m of the cable crossing recording the position and condition of the cable crossing and the state of the land along the proposed route of the cable crossing within a distance of two hundred metres (200m) of the cable crossing;

“cable crossing” means any location at which any part of the authorised development will intersect with the location identified under the East Anglia ONE North Offshore Wind Farm Order 2022 as being required for Work No.26 as described in the East Anglia One North Offshore Wind Farm Order 2022.

“EA1N” means the East Anglia ONE North Offshore Windfarm as authorised by the East Anglia ONE North Offshore Wind Farm Order 2022.

“EA1N Transmission Infrastructure” means Work No.26 of the East Anglia ONE North Offshore Wind Farm Order 2022.

“statutory undertaker” means the party who has the benefit of the East Anglia ONE North Offshore Wind Farm Order 2022.

3. Notice

(1) Where the undertaker is required to provide any plans or other information to the statutory undertaker under this Part of this Schedule, those plans or other information must be delivered by email to sealink@scottishpower.com.

4. Cable Crossing Design

(1) No part of the authorised development within 15m of the cable crossing shall commence until a cable crossing design plan has been submitted to and approved in writing by the statutory undertaker.

(2) The cable crossing design plan must include a method statement and describe—

- (a) the exact position and nature of the works required at the cable crossing;
- (b) the level at which the works required at the cable crossing are proposed to be constructed;
- (c) the manner of the construction of the works required at the cable crossing including details of excavation, positioning of plant etc;
- (d) the position of all apparatus including the minimum separation distance shown in cross section drawings;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and
- (f) any intended maintenance regimes.

(3) The cable crossing design plan prepared under subparagraph (1) must demonstrate that the construction of any part of the authorised development within 15m of the cable crossing shall not impact the statutory undertaker's assets or the statutory undertaker's ability to deliver EA1N.

(4) Any approval of the statutory undertaker required under sub-paragraph (1):

- (a) may be given subject to reasonable conditions for any purpose mentioned in subparagraphs (5) or (7); and,
- (b) must not be unreasonably withheld.

(5) In relation to any work to which sub-paragraph (1) applies, the statutory undertaker may require such modifications to be made to the cable crossing design plan as may be reasonably necessary for the purpose of:

- (a) where the works required under the East Anglia ONE North Offshore Wind Farm Order 2022 at the cable crossing have been completed, securing the statutory undertaker's assets against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any assets;
- (b) where the works required under the East Anglia ONE North Offshore Wind Farm Order 2022 at the cable crossing have commenced but have not been completed, ensuring the statutory undertaker's ability to complete such works is not impeded and securing the statutory undertaker's existing and future assets against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any assets;
- (c) where the works required under the East Anglia ONE North Offshore Wind Farm Order 2022 at the cable crossing have not commenced, ensuring the statutory undertaker's ability to carry out such works is not impeded and securing the statutory undertaker's future apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with the cable crossing design plan, submitted under sub-paragraph (2) as approved or as amended from time to time by agreement between the undertaker and the statutory undertaker and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5) or (7) by the statutory undertaker, and the statutory undertaker will be entitled to watch and inspect the execution of those works.

(7) Where the statutory undertaker requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any

measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to the statutory undertaker's satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required and the statutory undertaker must give 25 days' notice of such works from the date of submission of a plan pursuant to this paragraph (except in an emergency).

5. Rectification of cable crossing

(1) No part of the authorised development within 15m of the cable crossing shall commence until the undertaker has carried out and provided to the statutory undertaker an As-found Survey of the cable crossing and such As-found Survey has been approved in writing by the statutory undertaker.

(2) The statutory undertaker shall, within 25 days of receipt of the As-found Survey provided under sub-paragraph (1), provide the undertaker of its written approval or refusal to approve the As-found Survey.

(3) The statutory undertaker shall only be entitled to refuse to approve the survey provided under sub-paragraph (1) if the statutory undertaker considers the As-found Survey is inadequate and as a consequence it fails to properly evaluate the risk of the authorised development to EA1N.

(4) Within 25 days following the completion of any part of the authorised development within 15m of the cable crossing, the undertaker shall carry out an As-built Survey of the cable crossing and shall provide a copy to the statutory undertaker for approval.

(5) The statutory undertaker shall, within 25 days of receipt of the As-built Survey provided under sub-paragraph (4), inform the undertaker of its approval or refusal to approve the survey.

(6) The statutory undertaker shall only be entitled to refuse to approve the survey provided under sub-paragraph (4) if the survey demonstrates that the works carried out at the cable crossing have not complied with the cable crossing design plan approved in accordance with paragraph (4).

(7) Where sub-paragraph (6) applies, the undertaker must immediately undertake works to rectify the non-compliance with the cable crossing design plan.

6. Expenses

(1) The undertaker must pay to the statutory undertaker on demand all charges, costs and expenses reasonably anticipated or incurred by the statutory undertaker in, or in connection with fulfilling its obligations under paragraphs 4 and 5.

7. Indemnity

(1) Subject to paragraphs (2) and (3) if by reason or in consequence of the construction, use, maintenance or failure of any part of the authorised development any physical damage is caused to any of the statutory undertaker's assets, or there is any disruption to the construction of EA1N, or there is any disruption in the service provided, or any losses are incurred by the statutory undertaker as a result of any damage to any of the infrastructure required for the operation of EA1N, the undertaker must –

(a) bear and pay on demand the cost reasonably incurred by the statutory undertaker in making good such damage or restoring such services; and

(b) indemnify the statutory undertaker for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from the statutory undertaker, by reason or in consequence of any such damage or interruption or delay or the statutory undertaker becoming liable to any third party as aforesaid other than arising from any default of the statutory undertaker; and

(c) indemnify the statutory undertaker for any consequential loss of generation profit resulting from damage or disruption to the grid connection for EA1N.

(2) The fact that any act or thing may have been done by the statutory undertaker on behalf of the undertaker or in accordance with a plan approved by the statutory undertaker or in accordance with any requirement of the statutory undertaker or under its supervision does not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of sub-paragraph (1) unless the statutory undertaker fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of any damage or interruption to the extent that it is attributable to the neglect or default of the statutory undertaker, its officers, servants, contractors or agents.

(4) The statutory undertaker must give the undertaker reasonable notice of any such third party claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

(5) Where any EA1N Transmission Infrastructure has been transferred to an offshore transmission owner, from the date of such transfer, “statutory undertaker” under this paragraph 6 means:

(a) in respect of the indemnity in subparagraph (1)(a) and (1)(b), where the event triggering the indemnity occurred on or after the date of the transfer of the EA1N Transmission Infrastructure, the offshore transmission owner;

(b) in respect of the indemnity outlined in subparagraph (1)(c), the owner of the generation assets for EA1N.

(6) No stage of the authorised development to which this Part of this Schedule applies may commence unless and until the statutory undertaker is satisfied, acting reasonably, that:

(a) the undertaker has provided the acceptable security (and provided evidence that it shall maintain such acceptable security for the construction period of the stage(s) of the authorised development to which this Part of this Schedule applies from the proposed date of commencement of construction of those stage(s) of the authorised development) and the statutory undertaker has confirmed the same to the undertaker in writing; and

(b) the undertaker has procured acceptable insurance (and provided evidence to the statutory undertaker that it shall maintain such acceptable insurance for the construction period of the stage(s) of the authorised development to which this Part of this Schedule applies from the proposed date of commencement of construction of those stage(s) of the authorised development) and the statutory undertaker has confirmed the same in writing to the undertaker.

8. Expert determination

(1) Any difference or dispute arising between the undertaker and the statutory undertaker under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and the statutory undertaker, be determined by way of expert determination.

PROTECTIVE PROVISIONS FOR THE BENEFIT OF EAST ANGLIA TWO LIMITED - GENERAL

Application

1. (1) For the Protection of East Anglia TWO Limited, the statutory undertaker referred to in this Part of this Schedule, the following provisions have effect unless otherwise agreed in writing between the undertaker and the statutory undertaker.

(2) Subject to the extent otherwise agreed in writing between the undertaker and the statutory undertaker, where the benefit of this Order is transferred or granted to another person under article 6 (benefit of Order)—

(a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between the statutory undertaker and the transferee or grantee (as the case may be); and

(b) written notice of the transfer or grant must be given to the statutory undertaker on or before the date of that transfer or grant.

2. Interpretation

In this Part of this Schedule –

“acceptable insurance” means general third party liability insurance effected and maintained by the undertaker with a combined property damage and bodily injury limit of indemnity of not less than a sum to be notified to the undertaker by the statutory undertaker and agreed in writing between the parties. Evidence of that insurance must be provided to the statutory undertaker on request.

“acceptable security” means either—

(a) a parent company guarantee from a parent company in favour of the statutory undertaker to cover the undertaker’s liability to the statutory undertaker to a total liability cap in an amount to be notified to the undertaker by the statutory undertaker and agreed in writing between the parties (in a form reasonably satisfactory to the statutory undertaker and where required by the statutory undertaker, accompanied with a legal opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee); or

(b) a bank bond or letter of credit from an acceptable credit provider in favour of the statutory undertaker to cover the undertaker’s liability to the statutory undertaker for an amount to be notified to the undertaker by the statutory undertaker and agreed in writing between the parties (in a form reasonably satisfactory to the statutory undertaker);

“EA2” means the East Anglia TWO Offshore Windfarm as authorised by the East Anglia TWO Offshore Wind Farm Order 2022.

EA2 Transmission Infrastructure” means Work Nos. 5, 6, 8, 9, 11, 12, 13, 16 17, 18, 19, 20, 21, 22, 23, 26, 30, 31, 32 of the East Anglia TWO Offshore Wind Farm Order 2022.

“Requirement Discharge Documents” means any document, plan or other information submitted for the purposes of discharging a requirement in Part 3 of Schedule 1 of the East Anglia TWO Offshore Wind Farm Order 2022.

“statutory undertaker” means the party who has the benefit of the East Anglia TWO Offshore Wind Farm Order 2022.

3. Notice

(1) Where the undertaker is required to provide any plans or other information to the statutory undertaker under this Part of this Schedule, those plans or other information must be delivered by email to sealink@scottishpower.com.

4. Acquisition of land

(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not acquire any land interest or apparatus or rights or take temporary possession of land or override any easement and/or other interest including any powers of temporary possession of the statutory undertaker otherwise than by agreement.

(2) As a condition of agreement between the parties in subparagraph (1), prior to the carrying out of any part of the authorised development (or in such other timeframe as may be agreed between the statutory undertaker and the undertaker) that will cause any conflict with or breach the terms of any easement and/or other legal or land interest of the statutory undertaker and/or affects the provisions of any enactment or agreement regulating the relations between the statutory undertaker and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as the statutory undertaker reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between the statutory undertaker and the undertaker acting reasonably and which must be no less favourable on the whole to the statutory undertaker unless otherwise agreed by the statutory undertaker, and it will be the responsibility of the undertaker to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

5. Work No.1B – new substation at Friston

(1) No part of Work No.1B may commence until the undertaker has provided to the statutory undertaker with the details of the layout, scale and external appearance of the proposed works and the statutory has approved those details in writing.

(2) The statutory undertaker must provide the undertaker with its written decision on whether to approve the details provided under sub paragraph (1) within 25 working days of receipt of those details.

6. Interference with East Anglia TWO Offshore Wind Farm Order 2022

(1) The undertaker shall not, in carrying out the authorised development, do anything which could result in the breach of a requirement or other provision of the East Anglia TWO Offshore Wind Farm Order 2022.

(2) In the case of a breach of sub-paragraph (1) the undertaker shall be liable, and shall indemnify the statutory undertaker for any expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from the statutory undertaker, as a result of the breach of sub-paragraph (1).

7. Construction Traffic

(1) Prior to the submission of any Construction Traffic Management and Travel Plan – Suffolk for approval by the relevant planning authority in accordance with this Order, the undertaker must provide a copy of such plan to the statutory undertaker for consultation.

(2) The statutory undertaker must provide any comments on the plan provided under subparagraph (1) within 25 working days of receipt of the plan.

(3) The undertaker must give reasonable consideration to any comments provided by the statutory undertaker under subparagraph (2) and where any comments relate to the statutory undertaker's Requirement Discharge Documents the undertaker must update the plan to the reasonable satisfaction of the statutory undertaker.

8. Construction Interface Management Plan

(1) No stage of Work No.1B, Work No.5 or any other stage of the authorised development which may impact the statutory undertaker, may commence until a Construction Interface Management Plan has been agreed between the undertaker, the statutory undertaker and the undertaker of the East Anglia TWO Offshore Wind Farm Order 2022 which outlines how any potential overlap in construction activities required for the authorised development, EA2 and the East Anglia ONE North Offshore Wind Farm will be managed.

9. Landscaping

(1) Regardless of any provision in this Order or any permitted development right, the undertaker may not do anything which could adversely impact the landscape mitigation being delivered by the statutory undertaker in accordance with the East Anglia TWO Offshore Wind Farm Order 2022, unless otherwise agreed in writing between the undertaker and the statutory undertaker.

10. Haul Road

(1) No part of Work No.5 may commence until the undertaker has provided the statutory undertaker with a Haul Road Interface Plan and such Haul Road Interface Plan has been approved in writing by the statutory undertaker.

(2) The Haul Road Interface Plan prepared under subparagraph (1) must demonstrate how the authorised development will interface with the haul road required for Work No.26 as described in the East Anglia TWO Offshore Wind Farm Order 2022.

(3) The Haul Road Interface Plan prepared under subparagraph (1) must demonstrate that the construction of any part of the authorised development in the vicinity of the haul road shall not impact on the statutory undertaker's ability to deliver EA2.

(4) The statutory undertaker must provide the undertaker with its written decision on whether to approve the Haul Road Interface Plan provided under subparagraph (1) within 25 working days of receipt of those details.

11. Expenses

(1) The undertaker must pay to the statutory undertaker on demand all charges, costs and expenses reasonably anticipated or incurred by the statutory undertaker in, or in connection with fulfilling its obligations under paragraphs 5, 7 and 10.

12. Indemnity

(1) Subject to paragraphs (2) and (3) if by reason or in consequence of the construction, use, maintenance or failure of any part of the authorised development any physical damage is caused to any of the statutory undertaker's assets, or there is any disruption to the construction of EA2, or there is any disruption in the service provided, or any losses are incurred by the statutory undertaker as a result of any damage to any of the infrastructure required for the operation of EA2, the undertaker must –

(a) bear and pay on demand the cost reasonably incurred by the statutory undertaker in making good such damage or restoring such services; and

(b) indemnify the statutory undertaker for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from the statutory undertaker, by reason or in consequence of any such damage or interruption or delay or the statutory undertaker becoming liable to any third party as aforesaid other than arising from any default of the statutory undertaker; and

(c) indemnify the statutory undertaker for any consequential loss of generation profit resulting from damage or disruption to the grid connection for EA2.

(2) The fact that any act or thing may have been done by the statutory undertaker on behalf of the undertaker or in accordance with a plan approved by the statutory undertaker or in accordance with any requirement of the statutory undertaker or under its supervision does not (unless subparagraph (3) applies), excuse the undertaker from liability under the provisions of subparagraph (1) unless the statutory undertaker fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of any damage or interruption to the extent that it is attributable to the neglect or default of the statutory undertaker, its officers, servants, contractors or agents.

(4) The statutory undertaker must give the undertaker reasonable notice of any such third party claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

(5) Where EA2 Transmission Infrastructure has been transferred to an offshore transmission owner, from the date of such transfer, "statutory undertaker" under this paragraph 10 means:

(a) in respect of the indemnity in subparagraph (1)(a) and (1)(b), where the event triggering the indemnity occurred on or after the date of the transfer of the EA2 Transmission Infrastructure, the offshore transmission owner;

(b) in respect of the indemnity outlined in subparagraph (1)(c), the owner of the generation assets for EA2.

(6) No stage of the authorised development to which this Part of this Schedule applies may commence unless and until the statutory undertaker is satisfied, acting reasonably, that:

(a) the undertaker has provided the acceptable security (and provided evidence that it shall maintain such acceptable security for the construction period of the stage(s) of the authorised development to which this Part of this Schedule applies from the proposed date of commencement of construction of those stage(s) of the authorised development) and the statutory undertaker has confirmed the same to the undertaker in writing; and

(b) the undertaker has procured acceptable insurance (and provided evidence to the statutory undertaker that it shall maintain such acceptable insurance for the construction period of the stage(s) of the authorised development to which this Part of this Schedule applies from the proposed date of commencement of construction of those stage(s) of the authorised development) and the statutory undertaker has confirmed the same in writing to the undertaker.

13. Expert determination

(1) Any difference or dispute arising between the undertaker and the statutory undertaker under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and the statutory undertaker, be determined by way of expert determination.

PROTECTIVE PROVISIONS FOR THE BENEFIT OF EAST ANGLIA TWO LIMITED – CABLE CROSSING

Application

1. (1) For the Protection of East Anglia Two Limited, the statutory undertaker referred to in this Part of this Schedule, the following provisions have effect unless otherwise agreed in writing between the undertaker and the statutory undertaker.

(2) Subject to the extent otherwise agreed in writing between the undertaker and the statutory undertaker, where the benefit of this Order is transferred or granted to another person under article 6 (benefit of Order)—

(a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between the statutory undertaker and the transferee or grantee (as the case may be); and

(b) written notice of the transfer or grant must be given to the statutory undertaker on or before the date of that transfer or grant.

Interpretation

2. In this Part of this Schedule –

“acceptable insurance” means general third party liability insurance effected and maintained by the undertaker with a combined property damage and bodily injury limit of indemnity of not less than a sum to be notified to the undertaker by the statutory undertaker and agreed in writing between the parties. Evidence of that insurance must be provided to the statutory undertaker on request.

“acceptable security” means either—

(a) a parent company guarantee from a parent company in favour of the statutory undertaker to cover the undertaker’s liability to the statutory undertaker to a total liability cap in an amount to be notified to the undertaker by the statutory undertaker and agreed in writing between the parties (in a form reasonably satisfactory to the statutory undertaker and where required by the statutory undertaker, accompanied with a legal opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee); or

(b) a bank bond or letter of credit from an acceptable credit provider in favour of the statutory undertaker to cover the undertaker’s liability to the statutory undertaker for an amount to be notified to the undertaker by the statutory undertaker and agreed in writing between the parties (in a form reasonably satisfactory to the statutory undertaker);

“As-built Survey” means a survey to be carried out following the completion of any part of the authorised development within 15m of the cable crossing recording (i) the configuration of the cable crossing and facilities ancillary thereto within a distance of two hundred metres (200m) of the cable crossing and the state of the land and position and condition of any cables within a distance of two hundred metres (200m) of the cable crossing.

“As-found Survey” means a survey to be carried out prior to the commencement of any part of the authorised development within 15m of the cable crossing recording the position and condition of the cable crossing and the state of the land along the proposed route of the cable crossing within a distance of two hundred metres (200m) of the cable crossing;

“cable crossing” means any location at which any part of the authorised development will intersect with the location identified under the East Anglia TWO Offshore Wind Farm Order 2022 as being required for Work No.26 as described in the East Anglia TWO Offshore Wind Farm Order 2022.

“EA2” means the East Anglia TWO Offshore Windfarm as authorised by the East Anglia TWO Offshore Wind Farm Order 2022.

“EA2 Transmission Infrastructure” means Work No.26 of the East Anglia TWO Offshore Wind Farm Order 2022.

“statutory undertaker” means the party who has the benefit of the East Anglia TWO Offshore Wind Farm Order 2022.

3. Notice

(1) Where the undertaker is required to provide any plans or other information to the statutory undertaker under this Part of this Schedule, those plans or other information must be delivered by email to sealink@scottishpower.com.

4. Cable Crossing Design

(1) No part of the authorised development within 15m of the cable crossing shall commence until a cable crossing design plan has been submitted to and approved in writing by the statutory undertaker.

(2) The cable crossing design plan must include a method statement and describe—

- (a) the exact position and nature of the works required at the cable crossing;
- (b) the level at which the works required at the cable crossing are proposed to be constructed;
- (c) the manner of the construction of the works required at the cable crossing including details of excavation, positioning of plant etc;
- (d) the position of all apparatus including the minimum separation distance shown in cross section drawings;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and
- (f) any intended maintenance regimes.

(3) The cable crossing design plan prepared under subparagraph (1) must demonstrate that the construction of any part of the authorised development within 15m of the cable crossing shall not impact the statutory undertaker's assets or the statutory undertaker's ability to deliver EA2.

(4) Any approval of the statutory undertaker required under sub-paragraph (1):

- (a) may be given subject to reasonable conditions for any purpose mentioned in subparagraphs (5) or (7); and,
- (b) must not be unreasonably withheld.

(5) In relation to any work to which sub-paragraph (1) applies, the statutory undertaker may require such modifications to be made to the cable crossing design plan as may be reasonably necessary for the purpose of:

- (a) where the works required under the East Anglia TWO Offshore Wind Farm Order 2022 at the cable crossing have been completed, securing the statutory undertaker's assets against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any assets;
- (b) where the works required under the East Anglia TWO Offshore Wind Farm Order 2022 at the cable crossing have commenced but have not been completed, ensuring the statutory undertaker's ability to complete such works is not impeded and securing the statutory undertaker's existing and future assets against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any assets;
- (c) where the works required under the East Anglia TWO Offshore Wind Farm Order 2022 at the cable crossing have not commenced, ensuring the statutory undertaker's ability to carry out such works is not impeded and securing the statutory undertaker's future apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with the cable crossing design plan, submitted under sub-paragraph (2) as approved or as amended from time to time by agreement between the undertaker and the statutory undertaker and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5) or (7) by the statutory undertaker, and the statutory undertaker will be entitled to watch and inspect the execution of those works.

(7) Where the statutory undertaker requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any

measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to the statutory undertaker's satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required and the statutory undertaker must give 25 days' notice of such works from the date of submission of a plan pursuant to this paragraph (except in an emergency).

5. Rectification of cable crossing

(1) No part of the authorised development within 15m of the cable crossing shall commence until the undertaker has carried out and provided to the statutory undertaker an As-found Survey of the cable crossing and such As-found Survey has been approved in writing by the statutory undertaker.

(2) The statutory undertaker shall, within 25 days of receipt of the As-found Survey provided under sub-paragraph (1), provide the undertaker of its written approval or refusal to approve the As-found Survey.

(3) The statutory undertaker shall only be entitled to refuse to approve the survey provided under sub-paragraph (1) if the statutory undertaker considers the As-found Survey is inadequate and as a consequence it fails to properly evaluate the risk of the authorised development to EA2.

(4) Within 25 days following the completion of any part of the authorised development within 15m of the cable crossing, the undertaker shall carry out an As-built Survey of the cable crossing and shall provide a copy to the statutory undertaker for approval.

(5) The statutory undertaker shall, within 25 days of receipt of the As-built Survey provided under sub-paragraph (4), inform the undertaker of its approval or refusal to approve the survey.

(6) The statutory undertaker shall only be entitled to refuse to approve the survey provided under sub-paragraph (4) if the survey demonstrates that the works carried out at the cable crossing have not complied with the cable crossing design plan approved in accordance with paragraph (4).

(7) Where sub-paragraph (6) applies, the undertaker must immediately undertake works to rectify the non-compliance with the cable crossing design plan.

6. Expenses

(1) The undertaker must pay to the statutory undertaker on demand all charges, costs and expenses reasonably anticipated or incurred by the statutory undertaker in, or in connection with fulfilling its obligations under paragraphs 4 and 5.

7. Indemnity

(1) Subject to paragraphs (2) and (3) if by reason or in consequence of the construction, use, maintenance or failure of any part of the authorised development any physical damage is caused to any of the statutory undertaker's assets, or there is any disruption to the construction of EA2, or there is any disruption in the service provided, or any losses are incurred by the statutory undertaker as a result of any damage to any of the infrastructure required for the operation of EA2, the undertaker must –

(a) bear and pay on demand the cost reasonably incurred by the statutory undertaker in making good such damage or restoring such services; and

(b) indemnify the statutory undertaker for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from the statutory undertaker, by reason or in consequence of any such damage or interruption or delay or the statutory undertaker becoming liable to any third party as aforesaid other than arising from any default of the statutory undertaker; and

(c) indemnify the statutory undertaker for any consequential loss of generation profit resulting from damage or disruption to the grid connection for EA2.

(2) The fact that any act or thing may have been done by the statutory undertaker on behalf of the undertaker or in accordance with a plan approved by the statutory undertaker or in accordance with any requirement of the statutory undertaker or under its supervision does not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of sub-paragraph (1) unless the statutory undertaker fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of any damage or interruption to the extent that it is attributable to the neglect or default of the statutory undertaker, its officers, servants, contractors or agents.

(4) The statutory undertaker must give the undertaker reasonable notice of any such third party claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

(5) Where any EA2 Transmission Infrastructure has been transferred to an offshore transmission owner, from the date of such transfer, “statutory undertaker” under this paragraph 6 means:

(a) in respect of the indemnity in subparagraph (1)(a) and (1)(b), where the event triggering the indemnity occurred on or after the date of the transfer of the EA2 Transmission Infrastructure, the offshore transmission owner;

(b) in respect of the indemnity outlined in subparagraph (1)(c), the owner of the generation assets for EA2.

(6) No stage of the authorised development to which this Part of this Schedule applies may commence unless and until the statutory undertaker is satisfied, acting reasonably, that:

(a) the undertaker has provided the acceptable security (and provided evidence that it shall maintain such acceptable security for the construction period of the stage(s) of the authorised development to which this Part of this Schedule applies from the proposed date of commencement of construction of those stage(s) of the authorised development) and the statutory undertaker has confirmed the same to the undertaker in writing; and

(b) the undertaker has procured acceptable insurance (and provided evidence to the statutory undertaker that it shall maintain such acceptable insurance for the construction period of the stage(s) of the authorised development to which this Part of this Schedule applies from the proposed date of commencement of construction of those stage(s) of the authorised development) and the statutory undertaker has confirmed the same in writing to the undertaker.

8. Expert determination

(1) Any difference or dispute arising between the undertaker and the statutory undertaker under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and the statutory undertaker, be determined by way of expert determination.

PROTECTIVE PROVISIONS FOR THE BENEFIT OF SCOTTISH POWER RENEWABLES (UK) LIMITED

Application

1. (1) For the Protection of ScottishPower Renewables (UK) Limited, the following provisions have effect unless otherwise agreed in writing between the undertaker and ScottishPower Renewables (UK) Limited.

(2) Subject to the extent otherwise agreed in writing between the undertaker and ScottishPower Renewables (UK) Limited, where the benefit of this Order is transferred or granted to another person under article 6 (benefit of Order)—

(a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between ScottishPower Renewables (UK) Limited and the transferee or grantee (as the case may be); and

(b) written notice of the transfer or grant must be given to ScottishPower Renewables (UK) Limited on or before the date of that transfer or grant.

2. Acquisition of land

(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not acquire any land interest or apparatus or rights or take temporary possession of land or override any easement and/or other interest including any powers of temporary possession of ScottishPower Renewables (UK) Limited otherwise than by agreement.

(2) As a condition of agreement between the parties in subparagraph (1), prior to the carrying out of any part of the authorised development (or in such other timeframe as may be agreed between ScottishPower Renewables (UK) Limited and the undertaker) that will cause any conflict with or breach the terms of any easement and/or other legal or land interest of ScottishPower Renewables (UK) Limited and/or affects the provisions of any enactment or agreement regulating the relations between ScottishPower Renewables (UK) Limited and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as ScottishPower Renewables (UK) Limited reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between the ScottishPower Renewables (UK) Limited and the undertaker acting reasonably and which must be no less favourable on the whole to ScottishPower Renewables (UK) Limited unless otherwise agreed by ScottishPower Renewables (UK) Limited, and it will be the responsibility of the undertaker to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.