

OUR REF S6530.18/CBW/CWI
21 July 2026

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

Dear Examining Authority

Norwich to Tilbury Project (the “Project”)

Application Ref: EN020027

**ScottishPower Renewables (UK) Limited, East Anglia THREE Limited and East Anglia ONE Limited’s
Deadline 7 Submission**

1. Introduction

- 1.1 We refer to the above Project and confirm we are instructed by ScottishPower Renewables (UK) Limited (“**SPR**”), East Anglia THREE Limited (“**EA3L**”) and East Anglia ONE Limited (“**EA1L**”) (together, the “**SPR Parties**”).
- 1.2 SPR is one of the parent companies of EA3L and EA1L, who have the benefit of the East Anglia THREE Offshore Wind Farm Order 2017 (“**EA3**”) and the East Anglia ONE Offshore Wind Farm Order 2014 (“**EA1**”) respectively.
- 1.3 This submission provides an update on negotiations regarding a bespoke protective provisions agreement, and comments on National Grid Electricity Transmission’s (the “**Applicant**”) Deadline 6 submissions.

2. Draft Protective Provisions

- 2.1 Following constructive discussions the SPR parties provided the Applicant with draft Protective provisions on 29 June 2026. The Applicant returned the SPR Parties draft protective provisions late last week with substantive mark-up. The Applicant’s version substantially reduced the proposed protections for the SPR Parties, essentially reducing the protections to limited asset protection. The potential interface between the projects at this location is more complex than that. In the absence of an interface agreement the SPR Parties need greater protection, namely complete and adequate protection, than is being offered by the Applicant. At this stage the SPR Parties attach their own draft Protective Provisions which reflect this position at Appendix 1.
- 2.2 The SPR Parties will provide an update at Deadline 8 regarding the protective provisions and interface agreement negotiations and remain committed to continuing negotiations with the Applicant following the close of the Examination with a view to reaching agreement on an interface agreement and protective provisions and will update the Secretary of State accordingly as negotiations progress.

1-6 Lombard Street
London
EC3V 9AA
DX 98945 Cheapside 2
T +44 (0)20 7429 4900
F +44 (0)20 7329 5939

9 Haymarket Square
Edinburgh
EH3 8FY
DX 551970 Edinburgh 53
T +44 (0)131 228 9900
F +44 (0)131 228 1222

1 West Regent Street
Glasgow
G2 1RW
DX GW409 Glasgow
T +44 (0)141 566 9900
F +44 (0)141 565 1222

37 Albyn Place
Aberdeen
AB10 1YN
DX AB103 Aberdeen 1
T +44 (0)1224 621 166
F +44 (0)1224 623 103

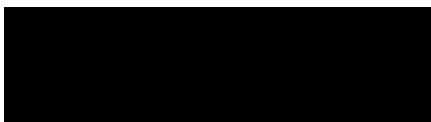
3. Land Plans

- 3.1 The SPR Parties are grateful that the Applicant has reclassified Plot B-20/199 as Class 8 land. However, in undertaking this amendment, it has transpired that Plot B-20/199 does not include the fully fenced substation area.
- 3.2 The SPR parties note that a section of the fenced area of the EA1 substation is not included within the Class 8 boundary of Plot B-20/199. As a result, the section in question appears to form part of Plot B-20/195, which is Class 2 land.
- 3.3 The SPR Parties have made representations to the Applicant that this area also requires to be reclassified as Class 8 land. Until these matters are resolved, the SPR Parties' concerns about the Applicant's Compulsory Acquisition and Temporary Possession powers over land owned by SPR and forming part of the operational EA1 substation will remain.

4. Comments on Deadline 6 Submissions

- 4.1 Having reviewed the Applicant's Comments on Further Information or Submissions Received by Deadline 5 [REP6-114], we note the Applicant's contention that the SPR Parties' concerns regarding the road closure of Bullen Lane are addressed by the commitment within the Outline Construction Traffic Management Plan ("CTMP") [REP6-082] that "*existing access...will be maintained throughout the construction phase*". However, the Applicant's commitment in the Outline CTMP and Outline Code of Construction Practice [REP6-072] is to maintain access "*where practicable*", which leaves the SPR Parties still with some concerns. The SPR Parties welcome the Applicant's commitment to provide access at all times within the legal agreement currently under negotiation. The Agreement has yet to be finalised and in the interim bespoke Protective Provisions are necessary.
- 4.2 In respect of the Land Plans, we note that the Applicant's remarks in the Applicant's Comments document that Plot B-20/180 is designated as Class 7 (yellow) land, and not Class 1 (brown) land. We note the Land Plans are not reflective of this. Whilst the SPR Parties welcome the Applicant's confirmation that they are only seeking Class 7 rights over Plot B-20/180, this is unclear on the Land Plan. To that end, we request that an inset is added to this sheet of the plan to ensure that this is clear on the Land Plans which would be certified were the application to be granted.
- 4.3 We note the update provided in the Applicant's Comments document in respect of the Statement of Common Ground – Overview as listing EA3 and SPRUKL as Affected Persons. Notwithstanding confirmation of this change, it does not appear to have been actioned by the Applicant in the latest version of the Overview document [REP6-047].
- 4.4 Finally, we note that in respect of the Applicant's Statutory Undertaker Tracker, various amendments have been made in respect of the SPR Parties interests. To confirm, as the freehold owner of plots B-20/181, 183, 185, 202 and 215, SPR's interests at row 24 should be listed in the first CA column, rather than the second CA column.

Yours faithfully



For and on behalf of Shepherd and Wedderburn LLP

Appendix 1
Draft Protective Provisions

SCHEDULE 16

PROTECTIVE PROVISIONS

PART [X]

FOR THE PROTECTION OF EAST ANGLIA THREE LIMITED

Application

1. For the Protection of the statutory undertaker the following provisions have effect unless otherwise agreed in writing between the undertaker and the statutory undertaker.

Interpretation

2. In this Part of this Schedule –

“authorised development” has the same meaning as is given to the term in article [2] (interpretation) of this Order and includes any associated development authorised by the Order;

“EA3” means the East Anglia THREE Offshore Windfarm as authorised by the East Anglia THREE Offshore Wind Farm Order 2017.

“statutory undertaker” means, in relation to any particular provision of these protective provisions and any part of the authorised development to which the provision relates, East Anglia THREE Limited or any other such party who from time to time has the benefit of, or part of, the East Anglia THREE Offshore Wind Farm Order 2017 insofar as that provision relates to works, assets, rights or statutory powers the benefit of which has been validly transferred to that transferee at the relevant time.

Acquisition of land

3.—(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 or other interest including any powers of temporary possession held by the statutory undertaker otherwise than by agreement.

(2) As a condition of agreement between the parties in subparagraph (1), prior to the commencement 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 or other land interest of the statutory undertaker 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 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.

Interface Agreement

4.—(1) No stage of the authorised development within 15mm of either the fenced area round the EA3 substation or the 400kV underground cable connecting the EA3 substation to the National Grid substation may commence until an Interface Agreement has been agreed and entered into between the undertaker and the statutory undertaker which outlines how any potential interfaces between the authorised development and EA3 will be managed.

Access

5.—(1) The undertaker is to use best endeavours to ensure that 24/7 access along Bullen Lane and the access road to the EA3 substation is maintained throughout the construction and operation of the authorised development.

(2) Without prejudice to the generality of any other protection afforded to the statutory undertaker elsewhere in the Order, where Bullen Lane is to be temporarily closed under article 14 (streets subject to alteration of layout) or article 16 (streets to be temporarily closed for which no diversion is to be provided), the statutory undertaker will be at liberty at all times to take all necessary access across Bullen Lane.

Expenses

6. 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 this Part of this Schedule.

Arbitration

7. 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 being referred to and settled by a single arbitrator to be agreed between the parties, or failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the President of the Institute of Civil Engineers and in settling any difference or dispute, the arbitrator must have regard to the requirements of the statutory undertaker for ensuring the safe, economic and efficient operation of the statutory undertaker's apparatus.

SCHEDULE 16

PROTECTIVE PROVISIONS

PART [X]

FOR THE PROTECTION OF EAST ANGLIA ONE LIMITED

Application

1. For the Protection of the statutory undertaker the following provisions have effect unless otherwise agreed in writing between the undertaker and the statutory undertaker.

Interpretation

2. In this Part of this Schedule –

“authorised development” has the same meaning as is given to the term in article [2] (interpretation) of this Order and includes any associated development authorised by the Order;

“EA1” means the East Anglia ONE Offshore Windfarm as authorised by the East Anglia ONE Offshore Wind Farm Order 2014.

“statutory undertaker” means, in relation to any particular provision of these protective provisions and any part of the authorised development to which the provision relates, East Anglia ONE Limited or any other such party who from time to time has the benefit of, or part of, the East Anglia ONE Offshore Wind Farm Order 2014 insofar as that provision relates to works, assets, rights or statutory powers the benefit of which has been validly transferred to that transferee at the relevant time, excluding TC East Anglia One OFTO Limited.

Acquisition of land

3.—(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 or other interest including any powers of temporary possession held by the statutory undertaker otherwise than by agreement.

(2) As a condition of agreement between the parties in subparagraph (1), prior to the commencement 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 or other land interest of the statutory undertaker 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 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.

Interface Agreement

4.—(1) No stage of the authorised development within 15m of the fenced area round the EA1 substation may commence until an Interface Agreement has been agreed and entered into between the undertaker and the statutory undertaker which outlines how any potential interfaces between the authorised development and EA1 will be managed.

Access

5.—(1) The undertaker is to use best endeavours to ensure that 24/7 access along Bullen Lane and the access road to the EA1 substation is maintained throughout the construction and operation of the authorised development.

(2) Without prejudice to the generality of any other protection afforded to the statutory undertaker elsewhere in the Order, where Bullen Lane is to be temporarily closed under article 14 (streets subject to alteration of layout) or article 16 (streets to be temporarily closed for which no diversion is to be provided), the statutory undertaker will be at liberty at all times to take all necessary access across Bullen Lane.

Expenses

6. 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 this Part of this Schedule.

Arbitration

7. 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 being referred to and settled by a single arbitrator to be agreed between the parties, or failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the President of the Institute of Civil Engineers and in settling any difference or dispute, the arbitrator must have regard to the requirements of the statutory undertaker for ensuring the safe, economic and efficient operation of the statutory undertaker's apparatus.

SCHEDULE 16

PROTECTIVE PROVISIONS

PART [X]

FOR THE PROTECTION OF SCOTTISHPOWER 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.

Acquisition of land

2.—(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 or other interest including any powers of temporary possession held by ScottishPower Renewables (UK) Limited otherwise than by agreement.

(2) As a condition of agreement between the parties in subparagraph (1), prior to the commencement 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 or other land interest of ScottishPower Renewables (UK) Limited 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 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 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.

Interface Agreement

3.—(1) No stage of the authorised development upon land owned by the statutory undertaker may commence until an Interface Agreement has been agreed and entered into between the undertaker and the statutory undertaker which outlines how any potential interfaces will be managed.

Expenses

4. The undertaker must pay to ScottishPower Renewables (UK) Limited on demand all charges, costs and expenses reasonably anticipated or incurred by ScottishPower Renewables (UK) Limited in, or in connection with fulfilling its obligations under this Part of this Schedule.

Arbitration

19. Any difference or dispute arising between the undertaker and ScottishPower Renewables (UK) Limited under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and the statutory undertaker, be determined by being referred to and settled by a single arbitrator to be agreed between the parties, or failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the President of the Institute of Civil Engineers and in settling any difference or dispute, the arbitrator must have regard to the requirements of the statutory undertaker for ensuring the safe, economic and efficient operation of the statutory undertaker's apparatus.