

# Summary of Written Representations: Morgan and Morecambe Offshore Wind Farms Transmission Assets

## 1 Introduction

- 1.1 Walker Morris LLP is instructed by Renesola Hercules Energy 2 Limited (**Renesola**) to submit written representations (**WR**) in relation to the DCO application submitted by the Applicants for consent for transmission assets associated with the Morgan Offshore Wind Project and the Morecambe Offshore Windfarm.
- 1.2 Renesola has an interest in land included in the Order Limits of the DCO Proposal. In that regard, Renesola has a significant interest in the outcome of the DCO Proposal.
- 1.3 The proposed Order Limits of the DCO Proposal overlap with land over which Renesola proposes to bring forward its own significant renewable energy development (comprising a ground mounted solar PV generating station with an installed capacity of up to 49.9 MW AC and a battery energy storage system with a capacity of approximately 40 MW AC (**Renesola Project**)).
- 1.4 Renesola has exchanged an option agreement to acquire the leasehold interest for a period of 42 years on the land the Renesola Project is proposed to come forward on. The option agreement is subject to planning permission being granted for Renesola's own project on the land, known as land at Great Carr, Lytham, Lancashire (**Land**).
- 1.5 The DCO Proposal seeks to include rights of compulsory acquisition over the Land which will cause prejudice to the delivery and operation of the Renesola Project, and a significant compensation liability for the Applicants.

## 2 Concerns

- 2.1 Renesola's concerns relate to:
  - 2.1.1 The compulsory acquisition of land identified for the Renesola Project;
    - (a) namely the extent of the rights sought by the Applicants are not proportionate and fail to meet the relevant tests in S122 of the Planning Act 2008.
  - 2.1.2 a lack of consideration of alternatives considered by the Applicants to ensure that both projects can co-exist;
    - (a) the Applicants have failed to consider 'all reasonable alternatives' to compulsory acquisition.
  - 2.1.3 a lack of adequate engagement from the Applicants;

- (a) the Applicants have been aware of the Renesola Project since prior to submission of the DCO Proposal, but have failed to adequately engage with Renesola.

2.1.4 the deliverability of both the DCO Proposal and the Renesola Project.

- (a) Renesola consider it feasible for both projects to come forward, but a change in approach to compulsory acquisition and meaningful engagement on alternatives is needed from the Applicants.
- (b) Renesola has provided a range of solutions to the Applicant that would enable both projects to co-exist. The Applicant has not engaged with Renesola to explore available solutions with a view to reaching agreement.

2.2 Renesola would welcome the opportunity for meaningful engagement with the Applicants to establish a mutually beneficial route to delivery of both the DCO Proposal and the Renesola Project.

2.3 In the absence of any meaningful engagement or agreement, Renesola intends to progress with its Project.

**Walker Morris LLP**

**20 May 2025**

# Written Representations: Morgan and Morecambe Offshore Wind Farms Transmission Assets

## 1 Introduction

- 1.1 Walker Morris LLP is instructed by Renesola Hercules Energy 2 Limited (**Renesola**) to submit written representations (**WR**) in relation to the DCO application submitted by the Applicants for consent for transmission assets associated with the Morgan Offshore Wind Project and the Morecambe Offshore Windfarm including: offshore export cables, onshore landfall infrastructure, onshore export cables, onshore substations, onshore grid connection cables and circuit breaker compounds, and other related onshore infrastructure (**DCO Proposal**).
- 1.2 This WR is in addition to, and not in place of, the contents of the relevant representations previously submitted, dated 24 January 2025.
- 1.3 Renesola is a special purpose vehicle owned by Hercules Energy Limited, which is a joint venture between Renesola Power and Novergy. Novergy has one of the strongest track records in the UK Solar PV sector with direct involvement in over 1GW of large-scale solar projects. Renesola Power is a leading global renewable energy project developer and operator and has a presence in 9 countries across Europe, North America, and Asia. It generates and supplies clean electricity through the operation of 253MW of renewable assets worldwide, including a 50MW PV plant in England. As such, Renesola is well placed to deliver on its proposals.
- 1.4 Renesola has an interest in land included in the Order Limits of the DCO Proposal. In that regard, Renesola has a significant interest in the outcome of the DCO Proposal. The proposed Order Limits of the DCO Proposal overlap with land over which Renesola proposes to bring forward its own renewable energy development. This includes land which Renesola has exchanged an option agreement to acquire the leasehold interest for a period of 42 years<sup>1</sup>, subject to planning permission being granted for Renesola's own project on the land, known as land at Great Carr, Lytham, Lancashire (**Land**).
- 1.5 This WR is based on a current understanding of the information within the DCO Proposal as of the date of this WR. Renesola's position may change and/or be supplemented as the Examination process progresses – particularly should there be any meaningful engagement with the Applicants on the fundamental points of concern noted below.
- 1.6 The overlap of the two schemes is shown on Plan 2, with the area edged yellow being the Land<sup>2</sup>.

## 2 Renesola's Project

- 2.1 The Renesola project comprises a ground mounted solar PV generating station with an installed capacity of up to 49.9 MW AC and a battery energy storage system (**BESS**) with a capacity of approximately 40 MW AC (**Renesola Project**). The project is designed to operate for 40 years and is

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<sup>1</sup> See Plan 1 at Annex 1 of this document which identifies the land subject to Renesola's option.

<sup>2</sup> See Plan 2 at Annex 2 of this document.

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targeted for completion by 2027/28, subject to the grant of planning permission by Fylde Borough Council.

2.2 The Land, totalling approximately 65.5 hectares, is divided into:

2.2.1 A western parcel (2.5 hectares) for the BESS and associated infrastructure; and

2.2.2 An eastern parcel (62 hectares) which will house the main part of the Renesola Project.

2.3 Renesola has engaged in formal pre-application process with Fylde Borough Council and intends to submit a full planning application for the Renesola Project – with a target of 2027/28 for the Renesola Project to be operational.

### 3 Concerns

3.1 Renesola's principal points of concern are largely grounded upon linked issues regarding:

3.1.1 compulsory acquisition of land identified for the Renesola Project;

3.1.2 a lack of consideration of alternatives considered by the Applicants to ensure that both projects can co-exist;

3.1.3 a lack of engagement from the Applicants; and

3.1.4 the deliverability of both the DCO Proposal and the Renesola Project.

3.2 Section 104 of the Planning Act 2008 establishes that in determining a DCO application the Secretary of State is to consider, amongst other things, any relevant National Policy Statement (**NPS**) which is an effect in relation to development of the description to which the application relates, and any matters which the Secretary of State thinks are both important and relevant to the Secretary of State's decision.

3.3 Given the nature of the DCO Proposal, we consider NPS EN-1 (the overarching NPS for energy) (**EN1**) and NPS EN-5 (the NPS for electricity networks infrastructure) (**EN5**) to be of particular importance to the decision-making process.

#### **Compulsory Acquisition**

3.4 The following table illustrates the plots listed in the Applicants' Book of Reference that are also required for the Renesola Project. Annex 2 shows the DCO Order Limits with the Land overlaid edged yellow.

RENESOLA PROJECT PLOTS	RIGHTS TO BE ACQUIRED BY THE APPLICANTS	PURPOSE FOR WHICH RIGHTS ARE TO BE ACQUIRED <sup>3</sup>
08-128	TEMPORARY POSSESSION (MG)	MG <sup>4</sup> : Not stated
	PERMANENT RIGHTS (MC)	MC <sup>5</sup> : Environmental mitigation works area access rights

<sup>3</sup> A full description of the purpose for which the Applicants' are seeking the rights, as per the Book of Reference, is included at Annex 3 of this Document.

<sup>4</sup> References to MG are to the Morgan Offshore Wind Project: Generation Assets DCO.

<sup>5</sup> Reference to MC are to the Morecombe Offshore Windfarm: Generation Assets DCO.

<b>09-013A</b>	PERMANENT RIGHTS (MG)	MG: Cable rights and restrictive covenants
	N/A (MC)	MC: N/A
<b>08-111B</b>	N/A (MG)	MG: N/A
	PERMANENT RIGHTS (MC)	MC: Cable rights and restrictive covenants
<b>08-120A</b>	PERMANENT RIGHTS (MG)	MG: Cable rights and Restrictive Covenants
	N/A (MC)	MC: N/A
<b>08-121</b> <b>08-125</b>	TEMPORARY POSSESSION (MG)	MG: During construction works and for up to 12 months from completion of the relevant work.
	PERMANENT RIGHTS (MC)	MC: Environmental mitigation works area and access rights
<b>08-124</b> <b>08-126</b>	TEMPORARY POSSESSION (MC & MG)	During construction works and for up to 12 months from completion of the relevant work.
<b>09-002B</b>	N/A (MG)	MG: -
	FREEHOLD ACQ. (MC)	MC: -
<b>09-003</b> <b>09-006</b>	TEMPORARY POSSESSION (MG & MC)	During construction works and for up to 12 months from completion of the relevant work.
<b>09-007</b> <b>09-011</b> <b>09-014</b>	PERMANENT RIGHTS (MG)	MG: Cable rights and restrictive covenants
	TEMPORARY POSSESSION (MC)	MC: During construction works and for up to 12 months from completion of the relevant work.
<b>09-008A</b> <b>09-009A</b> <b>09-010A</b> <b>09-012A</b>	PERMANENT RIGHTS (MG)	MG: Cable rights and restrictive covenants
	N/A (MC)	MC: N/A
<b>09-018B</b> <b>09-020B</b> <b>09-021B</b> <b>09-023B</b> <b>09-024B</b> <b>09-027B</b>	N/A (MG)	MG: N/A
	PERMANENT RIGHTS (MC)	MC: Cable rights and restrictive covenants
<b>09-022</b> <b>09-025</b> <b>09-026</b> <b>09-032</b>	PERMANENT RIGHTS (MC & MG)	MG: Cable corridor access rights
		MC: Cable rights and restrictive covenants
<b>09-028A</b> <b>09-029A</b>	PERMANENT RIGHTS (MG)	MG: Cable rights and restrictive covenants
	N/A (MC)	MC: N/A
<b>09-033</b>	PERMANENT RIGHTS (MC &	MG: Cable rights and restrictive covenants

	MG)	
		MC: Cable corridor access rights
<b>09-034A</b>	PERMANENT RIGHTS (MG)	MG: Cable rights and restrictive covenants
	N/A (MC)	MC: N/A
<b>09-035B</b>	N/A (MG)	MG: N/A
	PERMANENT RIGHTS (MC)	MC: Cable rights and restrictive covenants
<b>09-036</b>	PERMANENT RIGHTS (MC & MG)	MG: Cable corridor access rights
		MC: Cable rights and restrictive covenants
<b>09-037</b>	PERMANENT RIGHTS (MC & MG)	MG: Cable corridor access rights
		MC: Cable corridor access rights
<b>09-038B</b> <b>09-041B</b>	N/A (MG)	MG: N/A
	PERMANENT RIGHTS (MC)	MC: Cable rights and restrictive covenants
<b>09-040A</b>	PERMANENT RIGHTS (MG)	MG: Cable rights and restrictive covenants
	N/A (MC)	MC: N/A

3.5 S122 of the Planning Act 2008 confirms that a DCO can only authorise compulsory acquisition of land where the Secretary of State is satisfied that the following have been met:

3.5.1 The land is:

- (a) required for the development to which the DCO relates;
- (b) required to facilitate or is incidental to the development; or
- (c) replacement land is to be given in exchange for common or open space land to be compulsory acquired; and

3.5.2 There is a compelling case in the public interest for the land to be acquired compulsorily.

3.6 The Applicants are also required to establish that they propose to acquire no more land or interests than are absolutely required in relation to the DCO Proposal, and that they have taken a proportionate approach to the acquisition of interests.

3.7 As set out in the table above, the Applicants are seeking a vast amount of rights, both permanent and temporary, over the Land.

3.8 The rights sought are fundamentally disproportionate and the extent of the same has not been justified or fully explained to Renesola by the Applicants.

- 3.9 The Applicants have been aware of the Renesola Project for some time and have failed to take Renesola's interests into account when designing the DCO Proposal.
- 3.10 If a more meaningful approach to site assembly and acquisition of rights had been taken by the Applicants, both the DCO Proposal and the Renesola Project could co-exist without the DCO Proposal causing prejudice to the Renesola Project.
- 3.11 Renesola's position, which has been shared with the Applicants, is that it is possible for the DCO Proposal to come forward with a more streamlined approach to compulsory acquisition being taken, which could mitigate the conflict between the DCO Proposal and the Renesola Project.
- 3.12 The Applicants have failed to engage on this possibility to date and have taken an unduly heavy handed and disproportionate approach to compulsory acquisition.
- 3.13 There is no compelling case in the public interest to justify the interference with private property rights in respect of the Land (and even more so to the extent as set out in the table above), and no such case has been sufficiently put forward by the Applicants.
- 3.14 Renesola is a keen funded developer with tangible plans to develop the Land in a sustainable manner and to deliver much needed renewable energy infrastructure.
- 3.15 The Land would be blighted as a result of the DCO Proposals and delivery of the Renesola Project frustrated.
- 3.16 However, there is potential opportunity for both projects to be delivered. Although, the current proposed use of compulsory acquisition powers is too heavy handed and negates that potential, and as such should be rejected in its current form.
- 3.17 As set out above, the Renesola Project is an important renewables project that will utilise the Land which Renesola already has an interest in and is ready and willing to start construction once planning permission is granted.
- 3.18 The Renesola Project is expected to be operative by the time the DCO is made (should the DCO Proposal be successful) and as such it would not be rational or justified for the Land to be subject to compulsory acquisition, particularly in the form currently proposed. Rather, the Applicants should engage with Renesola to consider a mutually beneficial route forward, which removes or significantly reduces the compulsory acquisition powers sought in respect of the Land.
- 3.19 The reliance on the use of compulsory acquisition powers will also result in a significant compensation liability for the Applicants. This could, and should, be avoided given the genuine scope for delivery of both the DCO Proposal and Renesola Project.

### **Alternatives**

- 3.20 The guidance on the pre-application stage for Nationally Significant Infrastructure Projects clearly states that *"there are particular occasions in the NSIP consenting process where alternatives to the proposed development must be examined as required by legislation. For example, to meet the requirements of the EIA Regulations 2017, and where compulsory acquisition of land is sought by the applicant it should be able to demonstrate that reasonable alternatives to compulsory acquisition of the precise parcels of land have been explored."*

- 3.21 The Compulsory Acquisition Guidance<sup>6</sup> establishes that the Applicants must show that they have considered 'all reasonable alternatives' to compulsory acquisition, both in the form of voluntary agreements but also in terms of alternative locations for the project which may have less impact on private rights. The Guidance goes on to state that the Applicants will also need to demonstrate they the proposed interference with the right of those with an interest in the land is for a legitimate purpose, and that it is necessary and proportionate.
- 3.22 It is not clear precisely what alternative sites have been considered to avoid the use of compulsory acquisition powers over the Land. It is clear that 'all reasonable alternatives' have not been considered, as it would seem reasonably possible for the Land to be bypassed or otherwise agreement sought between the Applicants and the owners of the Land. The corridor included in the Order Limits is vast, and there has been no engagement by the Applicants to consider how the Order Limits could be limited so as not to cause a detrimental impact on the Renesola Project, or otherwise how the Land might be bypassed.
- 3.23 In the event powers of compulsory acquisition were to be exercised in respect of the Land, Renesola would have a significant claim for compensation, including but not limited to:
- 3.23.1 market value of development land lost;
  - 3.23.2 severance and depreciation of retained development land, including potential (extensive) delay in the Site being brought forward for development due to the DCO Proposal being incompatible with the Renesola Project and associated costs and losses; and
  - 3.23.3 extensive development costs relating to losses caused, including holding costs and Professional Fees.
- 3.24 It is therefore vital that any optioneering, feasibility appraisals and cost budgets fully factor in both the planning harm that would be caused and this significant compensation liability.

### **Lack of Engagement**

- 3.25 The Applicants were aware of the Renesola Project prior to submission of the DCO Proposal, and failed to adequately engage to ensure the impacts of the DCO Proposal on the Renesola Project could be appropriately mitigated. This is in flagrant disregard of the requirement of paragraph 4.1.19 of EN1, which strongly encourages early engagement between the applicant and 'those likely to have an interest in a proposed energy infrastructure application' (which Renesola clearly constitute).
- 3.26 It is notable that discussions with the Applicants have been limited throughout the pre-application and examination period. The Applicants did send a S.56 letter on 10/12/2024 to Renesola (and the Applicants have now provided us with a copy of the same), but this was not received by Renesola at the time it was originally sent.
- 3.27 There has been limited engagement with the Applicants in relation to the potential acquisition of the Land and rights by agreement in a way that could have the potential to minimise the effects of the DCO Proposal if it was to go ahead.
- 3.28 Since the submission of Renesola's relevant representation on 24 January 2025, there has been no further engagement from the Applicants. This is despite the previous representations clearly establishing scope for both projects to come forward and Renesola being clear as to its desire to engage meaningfully.

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<sup>6</sup> The guidance related to procedures for the compulsory acquisition of land – September 2013.

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3.29 Paragraph 2.13.9 of EN5 states that:

*"Co-ordinated transmission proposals, including multi-purpose interconnectors, are expected to reduce the overall environmental and community impacts associated with bringing offshore transmission onshore compared to an uncoordinated, radial approach. These reduced impacts could, for example, relate to: fewer landing sites and reduced landfall impacts; reduced overall cable length and impacts; and fewer cable corridors and reduced impacts from these."*

Paragraph 2.13.13 states:

*"Applicants are expected to be able to indicate how co-ordination including reduction in impacts have been considered drawing on work of others"*

The uncoordinated and unengaged approach currently being adopted by the Applicants is not in accordance with the requirements of the above and has ultimately led to the conflict with the Land. Such conflict can, and should, be avoided by the Applicants opening a dialogue with Renesola to negotiate an acceptable compromise to the current proposals.

- 3.30 Renesola is not being obstructive and recognises that there is likely to be an opportunity for both the DCO Proposal and the Renesola Project to come forward in a manner that is acceptable to all parties. Renesola is willing to engage in a meaningful way with the Applicants to consider and identify any such method of delivery – but this will require the DCO Proposals to change from their current form.

**Deliverability**

- 3.31 The overlap of the DCO Proposal and the Renesola Project poses a substantial and unjustifiable threat to the Renesola Project – itself a strategically important renewable energy project aligned with the Government's ambition renewable energy and climate goals.
- 3.32 The proposed compulsory acquisition could, at best, reduce the capacity of the Renesola Project by limiting the area available for solar panels. At worst it has the potential to render the Renesola Project unviable. This would result in a direct loss of renewable energy generation and the loss of investment in the local area – and the socio economic benefits that come with such an investment such as job creation (particularly during the construction phase). Given there are genuine alternatives that can be explored, any loss or reduction of the Renesola Project is completely irrational.
- 3.33 If consented, the DCO Proposals could create possible Hillside issues as well as delivery issues, due to the lack of compatibility between the two projects as currently proposed. Even if robust Hillside provisions were included in the DCO to seek to protect the planning permission for Renesola's Project, there could still be the need for a significant re-plan of the scheme and a large proportion of this and any associated benefits would be lost. If a new planning permission was required there would be increased costs associated with delivery of biodiversity net gain and other associated development costs;
- 3.34 There is no certainty that the DCO Proposal will be delivered, or when it will be operational (if consented). By contrast, the Renesola Project is anticipated to be completed and operative by 2027/28. Swift delivery of renewable projects is key to achieving the ambitions set by the Government.
- 3.35 Paragraph 2.3.3 of EN1 states the following:

*"Our objectives for the energy system are to ensure our supply of energy always remains secure, reliable, affordable, and consistent with meeting our target to cut GHG emissions to net zero by 2050"*

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It is at odds with this objective to permit the DCO Proposal in its current form when it has the potential to prejudice the Renesola Project in such a severe way. Rather, alternatives must be considered by both the Applicants and the Examining Authority.

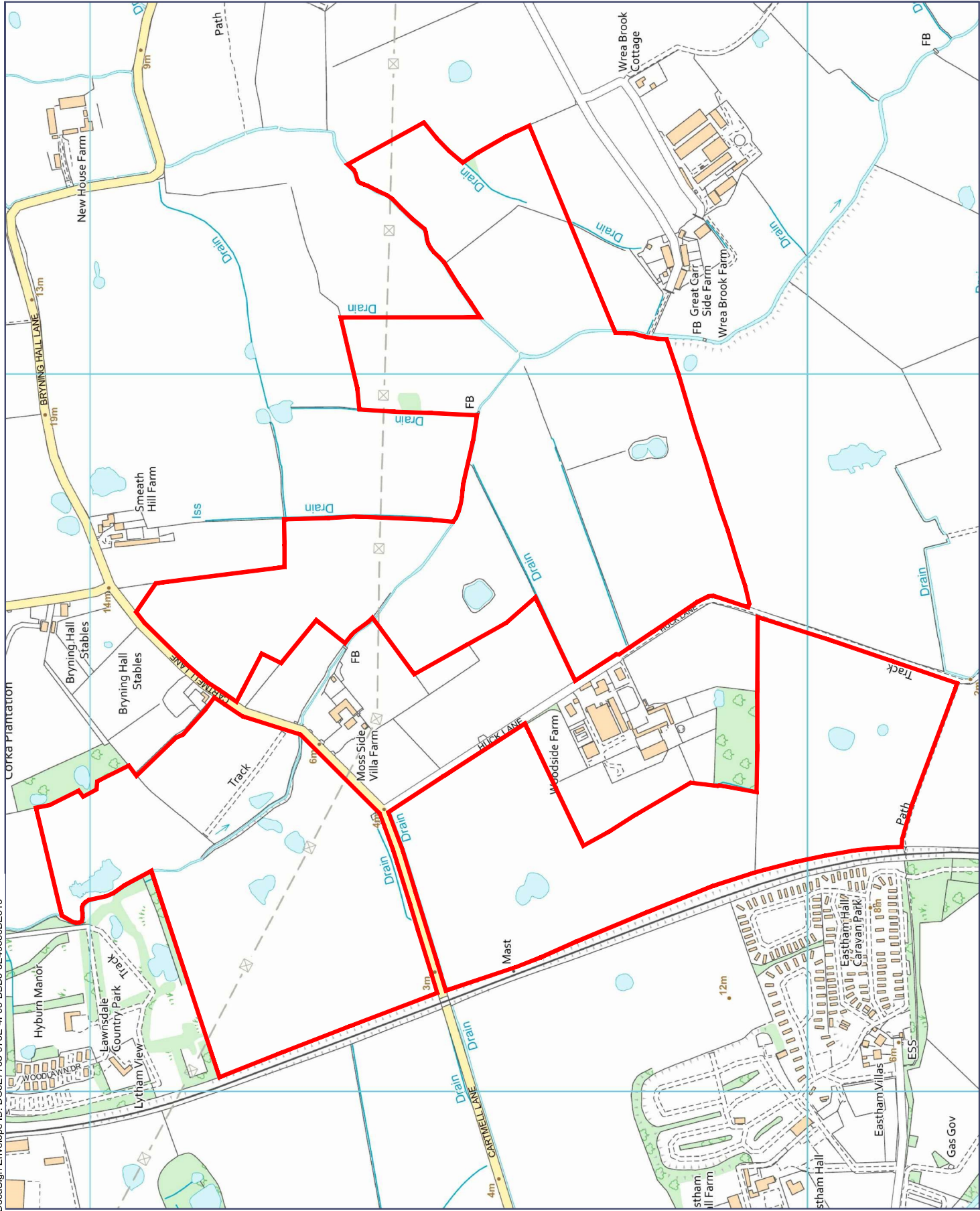
#### **4 Summary**

- 4.1 Renesola's objections to the DCO Proposal, in its current form, are interlinked and relate to (1) compulsory acquisition, (2) alternatives, (3) lack of engagement, and (4) deliverability of both the DCO Proposal and the Renesola Project.
- 4.2 Since the relevant representations stage, the Applicants have made no effort to engage with Renesola to resolve these outstanding issues – despite those representations expressly encouraging engagement to that effect.
- 4.3 Renesola's position remains that both projects can be delivered, but change to the DCO Proposals is needed. In particular, Renesola requires engagement from the Applicants to establish an agreement that (i) regulates the manner in which rights over the Land are granted and the relevant works are carried out and (ii) confirms that compulsory acquisition powers will not be exercised in relation to the Land.
- 4.4 Renesola would welcome the opportunity to meaningful engagement with the Applicants to establish a mutually beneficial route to delivery of both the DCO Proposal and the Renesola Project. The following are considered to be potentially viable alternatives:
  - 4.4.1 Renesola has suggested that if it were to install solar panels on 'concrete shoes' within the DCO easement area this may be an acceptable solution. This would allow Renesola to temporarily remove the relevant solar panels, if requested by the Applicants, for management and maintenance purposes, although any consequential loss of revenue incurred by Renesola would need to be at the Applicant's cost; and/or
  - 4.4.2 It is otherwise suggested that the transmission assets and cables are sited overground (i.e. overhead lines) rather than underground.
- 4.5 Renesola intends to proceed with pursuing its planning application for the Renesola Project notwithstanding the DCO Proposals.

**Walker Morris LLP**

**20 May 2025**

ANNEX 1



Site Boundary

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Project

Lytham Solar and BESS

Figure Number

Figure 1b

Figure Title

Lease Plan

Scale

1:10,000 @A3

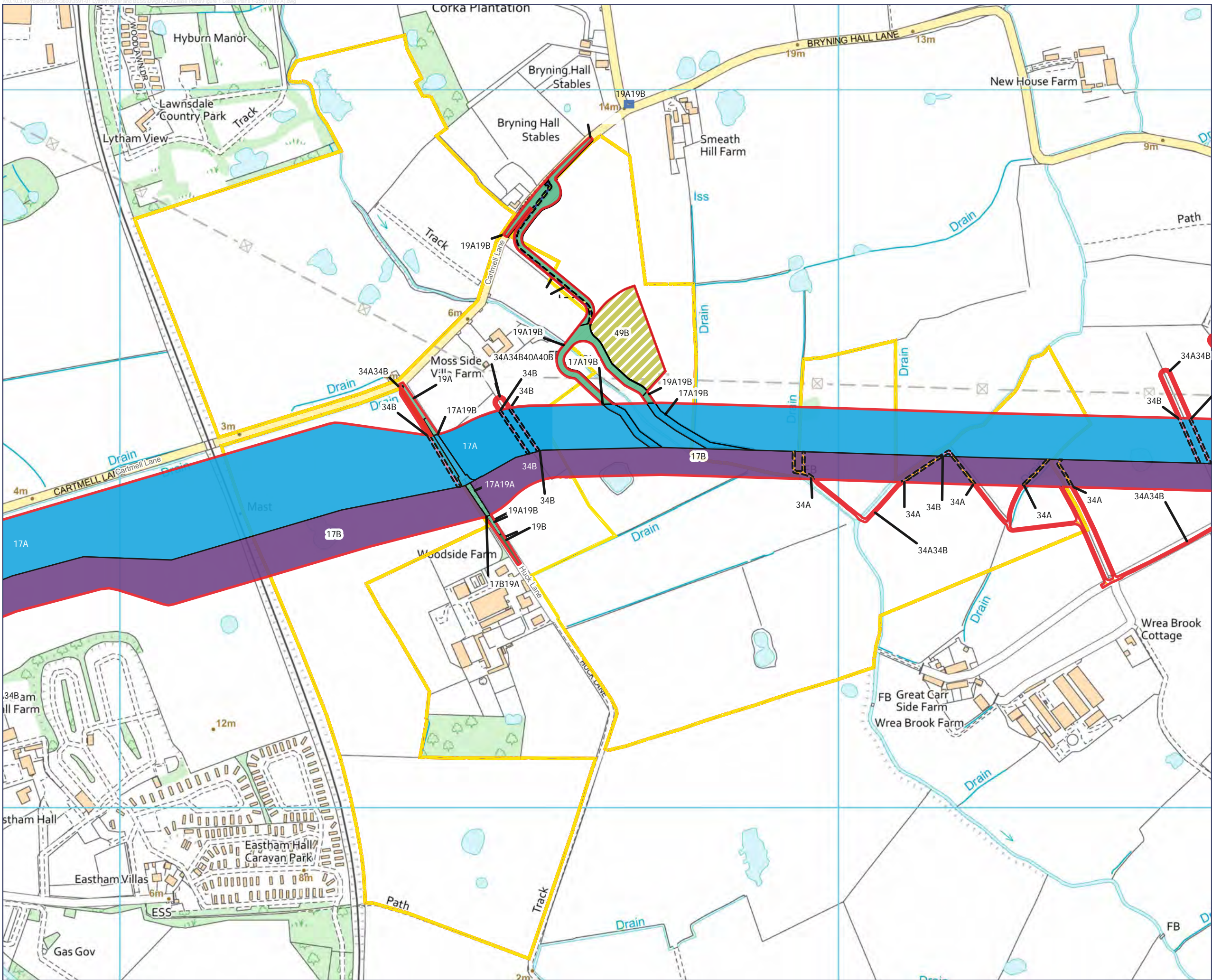
Date

January 2024



**ANNEX 2**





Site Boundary

Adjacent Sheets

Order Limits

Local Planning  
Authority  
Boundary

17A

17A19B

17B

17B19A

19A

19B

19A19B

34A

34A34B

34B

34A34B40A40B

40A40B41A41B

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axis.co.uk



Project

Lytham Solar and BESS

Figure Number

Figure 1b

Figure Title

Lease Plan

Scale

1:10,000 @A3

Date

January 2024



**ANNEX 3**



## PUROSES FOR WHICH RIGHTS ARE BEING ACQUIRED

### 1. CABLE RIGHTS and RESTRICTIVE COVENANTS

#### 1 Cable rights and restrictive covenants

##### 1.1 Cable rights

Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to—

- (a) lay down, install, test, retain, adjust, alter, construct, operate, erect, use, maintain, repair, renew, upgrade, inspect, remove and replace the electricity cables (including the removal of materials including spoil) in, under, over and/or on the land, together with such telemetry and fibre-optic lines, ducting, jointing bays and other apparatus, protection measures, cable marker posts, chambers and manholes, manhole covers, cable clamping and other equipment which is ancillary to the purposes of transmitting electricity along such electricity cables (the "cables"), and in doing so, to use or resort to open cut trenching or trenchless installation techniques including (but not limited to) directional drilling;
- (b) enter, be on, break open and break up the surface of the land, restore and remain with or without plant, vehicles, machinery, apparatus and equipment which is ancillary to the purposes of transmitting electricity along the cables;
- (c) to benefit from continuous vertical and lateral support for the authorised project;
- (d) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials and to take plant and equipment on to adjoining land for the purposes of laying down, installing, adjusting,



## PUROSES FOR WHICH RIGHTS ARE BEING ACQUIRED

- altering, constructing, using, maintaining, repairing, renewing, inspecting, removing, testing, upgrading and replacing the cables and for connection into any adjacent cables and associated works;
- (e) construct and install the cables and thereafter use the land for all necessary purposes for the construction, commissioning, repair, testing and maintenance of the cables in, on or under the land;
  - (f) place and use plant, machinery, structures and temporary structures within the land for the purposes of the installation, construction, maintenance, repairing, renewing, upgrading, inspecting, removal, testing and replacing of the cables and to erect temporary signage and provide measures for the benefit of public and personnel safety;
  - (g) erect fencing, gates, walls, barriers or other means of enclosure, and create secure working areas and compounds including trenchless installation technique compounds and working areas;
  - (h) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair or renewal is being carried out;
  - (i) effect access to the highway including creation of temporary visibility splays;
  - (j) make such investigations in or on the land as are required;
  - (k) fell, lop, cut, or remove or coppice wood, uproot trees, hedges or shrubs which now or hereafter may be standing on the land or other land which if not felled, lopped, cut or removed would obstruct or interfere with the operation of the cables;
  - (l) remove and discharge water from the land, and to install, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage waterflows in any drains, watercourses and culverts, install, use, inspect, maintain, adjust, alter, renew, repair, test or cleanse drainage schemes on the land or restore any existing drainage scheme on the land;
  - (m) install, alter, re-lay, maintain, protect, adjust or remove pipes, cables or conduits or apparatus including but not limited to electricity poles, electricity pylons, electricity masts, overhead electricity lines, telecommunications cables and any ancillary equipment and apparatus public and private drains, watercourses, sewers, ponds or culverts, service media (including the pipes, cables or conduits or apparatus of statutory undertakers);
  - (n) remove fences and structures within the land during any period in which construction, maintenance, repair or renewal is being carried out (subject to erection of any temporary stock-proof fencing as is

## PUROSES FOR WHICH RIGHTS ARE BEING ACQUIRED

reasonably required and the re-instatement or suitable replacement of the fences or structures following the exercise of the rights);

- (o) store and stockpile materials (including excavated material);
- (p) create boreholes and trial excavation pits for the purposes of intrusively surveying the land and monitoring the use of any trenchless installation technique, to keep in place and monitor the same through construction, maintenance, repair, replacement or decommissioning and restoration of the land;
- (q) to excavate materials below ground level, including soils, and to store and re-use or dispose of the same, and in so excavating to undertake any works, including works of protection or removal of archaeological remains as may be required by any written scheme of investigation approved under this Order;
- (r) lay out temporary paths and bridleways for public use as temporary diversions for public rights of way which are interfered with during any period in which construction, maintenance, repair or renewal or decommissioning is being carried out;
- (s) to install, execute, implement, retain, repair, improve, renew, relocate, maintain and carry out mitigation, maintenance and remediation works for environmental or ecological mitigation or enhancement works, including temporary works for noise alleviation measures and the installation of temporary barriers for the protection of fauna;
- (t) carry out such works (together with associated fencing) required by a planning permission and/or consent now or to be granted over the land and/or in accordance with any necessary licences relating to protected species and/or wildlife;
- (u) (in an emergency only when the cables are temporarily unusable) to lay down, install, use, maintain and inspect underground cables, telephone signalling and fibre-optic cables and ancillary equipment, associated works and other conducting media together with conduits or pipes for containing the same in and under the land;
- (v) construct, use, maintain and improve a permanent means of access including visibility splays and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and the highway; and
- (w) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land.

## PUROSES FOR WHICH RIGHTS ARE BEING ACQUIRED

### 1.2. Restrictive covenants

A restrictive covenant over the land for the benefit of the remainder of the Order land to:

- (a) prevent anything to be done in or upon the land or any part thereof for the purpose of the erection of any buildings or construction, erection or works of any kind (including the foundations or footings thereto);
- (b) prevent anything to be done by way of hard surfacing of the land with concrete of any kind or with any other material or surface whatsoever without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed if the proposed surfacing would not cause damage to relevant part of the authorised project nor make it materially more difficult or expensive to maintain the authorised project);
- (c) prevent anything to be done by way of excavation of any kind in the land or any activities which would alter, increase or decrease ground cover or soil levels in any manner whatsoever save as are reasonably required for agricultural activities (being ploughing to no deeper than 0.6m for the purposes of arable farming) or are reasonably required to be carried out by any statutory undertaker in order to exercise their statutory functions or rights in relation to their apparatus (if any) within the land without the consent in writing of the undertaker;
- (d) prevent the planting or growing within the land of any trees, shrubs or underwood without the consent in writing of the undertaker (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the relevant part of the authorised project nor make it materially more difficult or expensive to access and maintain the relevant part of the authorised project);
- (e) prevent anything being done which may interfere with the free flow and passage of electricity or telecommunications through the cables or support for the authorised project;
- (f) prevent the carrying out of operations or actions (including but not limited to blasting and piling) which may obstruct, interrupt, or interfere with the exercise of the rights or damage the authorised project; and
- (g) prevent any activity which would in the reasonable opinion of the undertaker result in the disturbance of ecological mitigation areas or areas of habitat creation or enhancement including any ploughing or grazing without the prior written consent of the undertaker.

## PUROSES FOR WHICH RIGHTS ARE BEING ACQUIRED

### 2. ENVIRONMENTAL MITIGATION WORKS AREA ACCESS RIGHTS

#### 8 Environmental mitigation works area access rights

##### 8.1 Environmental mitigation works area access rights

Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to—

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- (a) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials for the establishment, inspection, maintenance, renewal, upgrading, replacement and removal of the environmental mitigation works areas;
- (b) to use, maintain and improve a permanent means of access, and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the environmental areas, adjoining land and highway; and
- (c) fell, lop, cut, or remove or coppice wood, uproot trees or hedges or shrubs which now or hereafter may be present on the access area for the purpose of enabling the right to pass and re-pass to the environmental mitigation works areas.

## PUROSES FOR WHICH RIGHTS ARE BEING ACQUIRED

### 3. CABLE CORRIDOR ACCESS RIGHTS

#### 5 Cable corridor access rights

##### 5.1 Cable corridor access rights

Rights for the purposes of the construction, installation, operation, maintenance and decommissioning of the authorised project to—

- (a) pass and re-pass with or without vehicles, plant, machinery, apparatus, equipment and materials and to take plant and equipment on to adjoining land for the purposes of the authorised project, the inspection, testing, maintenance, renewal, upgrading, replacement and removal of the cables and connection into any adjacent cables and associated works, and make such investigations in or on the land which is ancillary for the purposes of exercise of the rights;
- (b) construct, use, maintain and improve a permanent means of access including visibility splays, and retain, maintain, straighten, widen, repair, alter, upgrade and use existing access routes for the purposes of accessing the land, adjoining land and highway;
- (c) construct, lay down, use and remove temporary access roads including any necessary hard standing and other surface materials including (but not limited to) matting, aggregate, trackway, stone, tarmacadam, terram, temporary bridging, culverting or diversion of water courses and drains during any period during which construction, maintenance, repair, renewal or decommissioning is being carried out;
- (d) erect temporary bridges and supporting or protective structures for the purposes of access to adjoining land;
- (e) place and use plant, machinery, structures and temporary structures within the land, and to erect temporary signage and provide measures for the benefit of public and personnel safety;
- (f) fell, lop, cut, or remove or coppice wood, uproot trees or hedges or shrubs which now or hereafter may be present on the land for the purpose of enabling the right to pass and re-pass to adjoining land;
- (g) repair, improve, renew, remove, relocate and plant trees, woodland, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs and landscaping;
- (h) erect and remove temporary fencing, gates, walls, barriers or other means of enclosure; and
- (i) lay out temporary paths and bridleways for public use as temporary diversions for public rights of way which are interfered with during any period in which construction, maintenance, repair or renewal decommissioning is being carried out.