

**APPLICATION BY MORGAN OFFSHORE WIND LIMITED AND MORECAMBE
OFFSHORE WINDFARM LIMITED FOR DEVELOPMENT CONSENT FOR THE MORGAN
AND MORECAMBE OFFSHORE WIND FARMS TRANSMISSION ASSETS**

**SUBMISSIONS BY PETER ROBERTS ON BEHALF OF BLACKPOOL BOROUGH
COUNCIL AND BLACKPOOL AIRPORT PROPERTIES LIMITED**

I am Peter Roberts FRICS CEnv of DWD Property and Planning Limited formerly known as Dalton Warner Davis LLP.

I represent Blackpool Borough Council and Blackpool Airport Properties Limited (BAPL) on land matters. No agreements have been reached with the Applicant and progress has been elusive.

I should point out from the outset that none of the points I will be raising will be new to the Applicants, and the Council has been consistent in its position since 2023.

I note from a review of the minutes of the various meetings that have taken place since 2023, that the Council has met with at least 17 different people from the Applicants' Team over the course of this matter not counting their various advisors and consultants including Dalcour Maclaren.

It may therefore be a lack of internal coordination on the part of the Applicants that has led to the absence of progress and current position. Notwithstanding this point and speaking as someone who represents both developers and objectors, the lack of progress and flexibility on the part of the Applicants is both surprising and concerning.

Before I address the detail of my clients' representations, it may be helpful to clarify in broad terms the parcels of land that I will be referring to. I have organised this into three main headings as follows:

- 1) Access over the slipway at Starr Gate from the roundabout down to the beach.
- 2) Cable easements under the Council owned section of beach and dunes
- 3) The cable easements, Jointing Bays and Works Compound within the Airport boundary.

For the purposes of today, I haven't distinguished between the ownerships of the Council and BAPL in respect of the Airport Land as the issues are essentially the same and the position of both parties aligned.

I address each of the three land categories in turn as follows.

The Slipway Access

The relevant plots are Plots 02-007, 02-008, 002-09, 002-10, 002-12 as defined within the dDCO Book of Reference (Ref:D3) and comprising that part of Squires Gate Lane leading from the junction of Starr Gate, Clifton Drive North and Squires Gate Lane, located

immediately south of the Blackpool Starr Gate Tram Depot, to Blackpool South Sand Dunes.

As the Inspectors are already aware, this access is used by members of the public including the Coast Guard, RNLI, ambulances, police, fire brigade and Beach Patrol and also provides access to the Starr Gate tram depot and a key substation. The Council is therefore unable to agree to any restrictions being placed upon this access which must be kept open at all times.

A meeting took place on 28 August 2025 where this was clearly explained to Mr O Brian, Mr Hesleton, Mr Cottam and Ms Stoddard for the Applicants. Following discussions, it transpired that the Applicants do not wish to take possessory rights over the access and that the use of a "Banks person" i.e., a Traffic Management to prevent conflict between the Applicant's traffic and members of the public would suffice. The Applicant's representatives undertook to provide Heads of Terms for this arrangement by 12 September 2025.

In the absence of any Heads of Terms being forthcoming I drafted and forwarded Heads of Terms for a "Banks person" agreement on the agreed basis to Dalcour Maclaren on 1 October 2025. However, I understand from Dalcour Maclaren that the Applicants have now resiled from the position as agreed at the meeting and is insisting on taking possession of the entirety of the access.

It appears that the Applicants are particularly vexed in respect of that part of the access that has not been adopted. As such, they consider that it is necessary for them to take temporary possession of this land.

For clarity, the Council does not exercise any control over this land and all members of the public together with the emergency services have used this access without any interference by the Council. The Council has no intention of preventing the Applicants from crossing over this land and it is incorrect for the Applicants to suggest that the Council would prevent access and take a ransom position.

The Council is happy to place on record that it will not ransom access over the Slipway and simply seeks to control the manner in which access is taken to ensure that public funds are not expended on repairing damage caused by the Applicants use thereof and that there is no conflict between the Applicants', and their contractors' vehicles and use and members of the public.

By definition, a lease, licence or other means of taking possession which, by definition, would exclude others from use of the Slipway, raises significant issues of public safety and liability and is not therefore acceptable to the Council. In simple terms, no one can be allowed to control this access under any circumstances.

I have attached a copy of the Council's Heads of Terms to this representation from which it will be apparent that they are more than adequate for the Applicants' purposes notwithstanding that there may be some minor corrections required.

In my opinion, the legal arguments raised by the Applicants as justification for not entering into these terms are a distraction and, in the absence of any response from the Applicants to the Heads of Terms, it is apparent that they are seeking powers that are disproportionate to what is actually needed to deliver their scheme.

I should also point out that, as I will return to shortly, the Applicants have refused to agree that they will not exercise any CA powers against the Council and/or BAPL and want to reserve the right to over-ride any agreement through the use of CA powers. In my experience this is wholly unjustifiable and unreasonable but, in any event, raises health and safety issues for users of the beach.

Beach Cable Easements

The relevant plots are 01-006, 01-007 and 01-008.

The Applicants provided generic Heads of Terms on 8 November 2024 and then further Heads of Terms on 19 March 2025.

I will return to these terms in further detail when addressing the Airport land but can, at this stage, highlight the following:

- 1) The November Heads of Terms did not offer any payment for the grant of the rights.
- 2) The March Heads of Terms refer to a payment of "£x" – as such, the position remains that no financial offer has been made
- 3) Dalcour Maclaren advised me on 2 October that the Applicants do not, contrary to the impression given by the dDCO drafting, intend to undertake any physical works on the surface of the beach or take occupation thereof such that the Council would not even be aware that the works were taking place. However, as I have already demonstrated in respect of the Starr Gate negotiations, there is a history of the Council progressing negotiations with the Applicants' representatives in the belief that the Applicant's Representatives have authority to agree matters only for the position to change afterwards hence I have requested formal confirmation of this. Consistent with the Applicants' approach to these matters no confirmation has been forthcoming.

The Council's position, therefore, is that it requires the Applicants to engage properly and provide an offer that is consistent with that made to others including the Crown who own the foreshore together with proper detailed plans and Heads of Terms that set out precisely what is actually intended.

In effect, if the Applicants confirm that there will be no impact whatsoever on the continuing use of the identified land and contract not to exercise CA powers over that

land, the completion of easements for the installation, maintenance and use of the cables should be relatively straightforward.

The Airport Land

The relevant plots are: 02-024, 02-026, 02-027, 02-029, 03-005, 03-006, 03-007, 03-008, 03-009, 03-010, 03-011, 03-012, 04-001, 04-002, 04-003, 04-004, 04-005, 04-006, 04-007, 04-008, 04-009, 04-010, 04-011, 04-012, 04-024.

The Applicants have advised the Council and BAPL that their position remains as set out in the dDCO and the current Heads of Terms, which state that these plots are required for the installation of cables at a depth of 0.9m together with the purposes of Works 14A and 14B which is described at Schedule 1 of the Order as “temporary working area and permanent access at Blackpool Airport including a) construction compounds of up to 20,000m²”

Notwithstanding the fact that this stance is contrary to that agreed in the oBACMS with the Airport, this means that the entire area required for the cables and the compound will be sterilised.

I have Mr Green with me who will speak after me to provide further details as to the Council’s aspirations for the Solar Farm but, as you may already be aware, the Council wish to develop a Solar Farm within this area which is key component of the wider Silicon Sands project and this has already been delayed due to a lack of certainty in respect of the Applicants’ development. This is not just due to the location and positioning of the cables directly preventing the implementation of the Solar Farm as intended but also by virtue of the Applicants’ intended occupation of the construction compound.

I should point out that Article 21 of the dDCO refers to a DCO term of 7 years beginning on the day on which the Order is made. However, the draft Heads of Terms provided by the Applicants refer to an option period of 8 years. It is therefore implicit that the Applicants do not intend to take occupation of the construction compound for a period of up to 8 years. There will then follow a period of, as yet undetermined duration, before the compound is vacated. It is clear from this that, even if it desirable or viable to bring forward a reduced Solar Farm, it would be delayed indefinitely. The Applicant has not dissuaded me from this conclusion.

To the extent that the Applicants should be allowed to use the designated construction compound at all it should only be for a restricted period within a defined period by agreement with the Council and BAPL so that the land is handed back well before it is required for the Solar Farm. It is not appropriate that the Solar Farm should be delayed indefinitely.

Whilst I have no direct instructions on the assumed time period, I envisage that the Applicants would be required to complete their use of the construction compound

within, say 18 months (to be discussed) of the DCO coming into effect so that the Solar Farm can be constructed immediately afterwards without further delay.

It is important to point out, at this juncture, that the Applicants have been well aware of the Council's position from the outset of discussions in 2023 and it was understood that the Applicants' scheme would be designed to achieve co-existence with no disruption or delay.

However, I understand from Dalcour Maclaren that, contrary to the record of discussions, the Applicants now dispute that they ever undertook to allow for the delivery of the Solar Farm. This further underlines my observation that there is a lack of internal coordination within the Applicants between those negotiating with the Council and the decision makers.

In this regard, the Council met with 12 people from the Applicants on 22 March 2024. This was followed by a further meeting on the 27 March 2024 culminating in a presentation by the Applicants to the Council on 11 June 2024 wherein reference was made to the Solar Farm development.

Furthermore, the records of subsequent exchanges in October and November 2024 clearly underline that the Applicants' representatives were fully aware of the position with Ms Jones, Mr Cottam and Mr O Brian confirming that *"Coexistence considered achievable [for the Solar Farm] and Morgan & Morecambe support the solar scheme planned."*

It is therefore surprising that the scheme designs still make no allowance whatsoever for the Solar Farm and, as recently as August this year, Dalcour Maclaren were still questioning why I was still pressing them for confirmation in respect of design matters and cable depths.

In light of this the Council had a meeting on 28 August 2025 with Mr O Brian, Mr Hesleton, Mr Cottam and Ms Stoddard for the Applicants together with two of their engineers. It was agreed at that meeting that the Applicants would redesign their scheme to enable the delivery of the Solar Farm, provide information on areas of no build close to jointing bays and confirm main depth of cable and confirm the position within two weeks. Needless to say, nothing has been received.

I spoke to Dalcour Maclaren on 2 October 2025 pointing out that time is very much of the essence, and he agreed to discuss the possibility of the Applicants (i.e., his clients) providing written confirmation to this Examination that they would design their scheme to accommodate the Solar Farm. I was also advised that the Applicants' engineers would confirm that their clients' scheme had been redesigned. Once again, and consistent with the overall approach of the Applicants, nothing has been received.

In short, the Applicants have been fully aware of the Council's need to deliver the Solar Farm in its entirety as part of a scheme that is of benefit to local taxpayers, Business and residents since at least 2023 but, as evidenced by the current Heads of Terms, the proposed locations of the cables and the construction yard, and despite the assurances provided by those representatives of the Applicants who have engaged with the Council team, the Applicants' decision makers have made no meaningful effort to accommodate the Council's needs. The benefits to the local community of the solar farm as an integral part of the Silicon Sands project are therefore at significant risk.

I do not wish to labour each point, but I would like to highlight the main differences between the Council and the Applicants as set out in the Applicants' Heads of Terms as they go right to the heart of the Applicants' approach in this matter and lack of regard to commonly accepted principles.

There are other differences, but these are probably sufficient for today's purposes. For clarity, the Applicants have been well aware of these points for some considerable time hence none of this will be news to them save that they may not have been communicated back up the chain of command.

Compulsory Acquisition powers

The Applicants' position is that they wish to retain full access to compulsory acquisition powers regardless of any voluntary agreements. This means that, in the example of Starr Gate, they will still have the ability to take possession and prevent the RNLI, Coastguard, ambulances, police and other public users from taking this access as well as shutting down the Starr Gate tram depot.

With regard to the Airport operations, this also means that the Applicants could effectively rip up the cooperation agreement. The Airport urgently needs a land agreement that is 'back to back' with the Cooperation Agreement PLUS any refinements necessary to accommodate the Council's solar farm project as otherwise BAPL's and Council's objections to the CA powers included in the order will not be withdrawn as the powers sought are considered to be excessive and not in the public interest given that they are sought across an operational airport that is licensed by the CAA.

Furthermore, any agreement with the Council in respect of the solar farm would be at risk which, in turn, will impact upon investor appetite thereby undermining the Silicon Sands project.

It is wholly unreasonable for the Applicants to be negotiating agreements whilst retaining the ability to over-ride those agreements should they wish to do so at a later date.

In summary, it is imperative that the Applicants undertake not to exercise CA powers in respect of the Council, BAPL and the Airport operations because:

- The oBACMS/Cooperation Agreement could be over-ruled by the Applicants thereby placing Airport operations at risk to the detriment of users of the Airport and the public
- The funding of the Solar Farm will be at risk as lenders will have no certainty that the Applicants will not simply over-ride any agreement such that the lending risk increases exponentially.

I understand that the Applicants have agreed to give up their CA powers elsewhere on this project which begs the question as to why they are apparently intent on retaining them against the Council and BAPL. I look forward to the Applicants taking a more appropriate and constructive approach.

Protective Provisions

The Applicants have refused to discuss Protective Provisions for the protection of either the Airport's or the Council's assets. Bearing in mind that they also refuse to give up their compulsory acquisition powers this further undermines the Airport oBACMS agreement.

It is not acceptable that the Applicants are seemingly intent on retaining their CA powers and refusing to agree PP's. For clarity, if the Applicants agree not to exercise their CA powers the need for PPs lessens.

Cable Depths

The current Heads of Terms still state that the cables will be installed at a depth of 1.2m with restrictions on any works more than 0.9m below the surface. This is incompatible with the oBACMS agreed with the Airport and will also prevent Solar Farm delivery.

There is clearly a disconnect between the willingness of the Applicants to agree the oBACMS but apparent refusal to amend the Heads of Terms so that they accord with the oBACMS.

The Council cannot agree to anything that prevents the Solar Farm from being delivered in full and in a timely manner. This means that it is incumbent upon the Applicants to commit to installing the cables in a manner and depth that doesn't cause any interference or delay to the delivery of the Solar Farm.

The same point applies in respect of the construction yard which should be vacated by the Applicants to enable the Solar Farm to be implemented at the earliest opportunity.

Compensation

The Applicants have still to make any financial offer which is more than generic (i.e., £x) whilst insisting that the Council and BAPL accept an unspecified lump sum without any ability to have the matter determined by a Third Party. This does not demonstrate a genuine attempt by the Applicants to agree matters in accordance with the Guidance.

Planning Matters

The current Heads of Terms prevent the Council and BAPL from making any planning applications. As such, the Council is prevented from even making a planning application for the Solar Farm.

It is unreasonable that, having known about the Council's aspirations since 2023, the Applicants are still unable to advance their design to a stage where it is necessary to request a blanket ban on the Council progressing the Solar Farm. The approach appears to be that they will design it when they are ready to do so and will deal with the Solar Farm by placing the onus on the Council and BALP to make a compensation claim. This ignores the benefits of the Solar Farm scheme to local residents and taxpayers.

The Council and BALP are of the view that the Applicants should commit to designing their scheme around the Solar Farm requirements. No credible explanation has been provided as to why this is not acceptable to the Applicant and proportionate to the impact of the Applicant's scheme on the public interest.

Summary

In conclusion the position of the Council and BAPL is that:

- 1) The Applicants have shown little, if any, real intention to agree mutually acceptable terms despite seeking to give the impression that they were prepared to coordinate their scheme with the Solar Farm
- 2) The Applicant's decision makers need to honour the agreements reached between their representatives and the Council
- 3) It is unacceptable that the Applicant is still unable to progress the design of their scheme such that they can provide confirmation that the Solar Farm can be delivered without interference.
- 4) No reason has been provided to the Council as to why, other than unwillingness on the part of the Applicants, their scheme and the Solar Farm could not be delivered together as originally proposed.
- 5) The Cables must be buried at sufficient depth so as there to be no impact on the use of the surface
- 6) The Construction Yard must be relocated away from the Solar Farm development site. Alternatively, the construction yard should only be used up to the point that the Council has obtained all relevant consents and appointed contractors such that it is in a position to deliver the Solar Farm.
- 7) The so-called Heads of Terms provided by the Applicants are not fit for purpose and do not represent a genuine attempt to reach agreement in accordance with all the discussions that have taken place since 2023
- 8) The Heads of Terms provided by the Council in respect of the Starr Gate access are entirely fit for purpose and, as acknowledged by the Applicant's

representatives at the meeting dated 28 August 2025, they provide the Applicants with everything they need to use that access. No reason has been provided to explain the Applicants about turn and refusal to proceed on the basis agreed at the August meeting. The Council cannot allow there to be any fettering of the use of the access by the emergency services and existing users.

- 9) The Applicants must commit to forgoing their ability to exercise CA powers against the Council, the Airport and BAPL.
- 10) Ultimately, the Applicants need to take the significant benefit and need for the Solar Farm development and the Silicon Sands project seriously.

In essence, it is the Council and BAPL's position that the Applicants have done little more than pay lip service to the principle of relying on CA powers as a matter of last resort and the clear lack of design finalisation or apparent willingness to appreciate the impact of their schemes on local residents, taxpayers and the wider community, underlines the point that their dDCO application is **premature**.

It is this prematurity that threatens the Council's ability to deliver development that is clearly of significant importance to the local community and is in the Public Interest. There is therefore a clear conflict between the Applicants' understanding of Public Interest in respect of their scheme and the reality of the Council's attempts to deliver development that is genuinely for the benefit of the public.

All the identified issues should be capable of being resolved if the Applicants were willing to take the Council and BAPL's position seriously.

Peter Roberts

22 October 2025

Appendix 1 – Summary of Negotiations with Applicants

DATE	EVENT	APPLICANT'S CONTACTS	EMAIL EXTRACTS AND/OR COMMENTS
22/03/2024	Presentation to Airport by the Applicants		Minutes as issued by the Applicant are marked "confidential"
27/03/2024	Meeting with Applicants		Minutes as issued by the Applicant are marked "confidential"
11/06/2024	Presentation to the Airport by the Applicants		The Applicant marked the minutes as "Confidential". However, the presentation is open and refers to " Early Stage solar farm development " within the Constraints Assessment reference in the presentation - the Applicants were clearly aware of the Council's proposals
07/10/2024	Email from ██████ (Applicant) to the Council with shapefiles		Comment " <i>From discussion with colleagues with solar experience where such interactions have occurred on other projects the exclusion zones are utilised as access tracks and are essentially designed into the panel spacing to minimise material impact to total capacity of the farm.</i> "
08/10/2024	Heads of Terms from Dalcour Maclaren (Applicants)		DM issue Heads of Terms offering an incentive of £500 if the Council sign up by 14 February 2025. However, the Heads of Terms are templates only and assume agricultural use without any financial terms. They also bear no resemblance to the discussions that had been taking place. The letter also states: " <i>The Project are promoting a DCO which, if successful, will confer rights to compulsorily acquire the required land rights. However, the use of these powers is considered to be a last resort and the Project's preference is to secure the necessary rights via voluntary agreement with affected parties.</i> "
12/11/2024	Email from ██████ (Applicants) to the Council		<i>"Following up the below with an apology from our side. Confusion with our land agents conflated the Blackpool Council company with the 'generic' land Heads of Terms for our agricultural land owners rather than treating the land in same manner as we are with Blackpool Airport Operations Limited, i.e. as part of the Cooperation Agreement. Please ignore the documents issued"</i>
29/11/2024	Morgan and Morecambe Offshore Wind Farms Presentation to the Council		The Meeting Agenda referred to " Coordination with solar development " and confirmed that: "Coexistence considered achievable and Morgan & Morecambe support the solar scheme planned <i>Morgan & Morecambe preference for area above transmission infrastructure to constitute an exclusion zone for solar infrastructure.</i> <i>Understanding that such exclusion zones can be accommodated by designating access tracks or similar."</i>
03/12/2024	Email from ██████ (Council) to Applicants		<i>"I appreciate that there is still a good deal of necessary flexibility built into the plans at the moment , but t he more we can do to narrow down the impacts on the solar farm proposal as we move into planning the less delay this will have in reaching an agreed wayforward in terms of delivery, compensation for loss and mutual benefits/savings in terms of maintenance easements ,cable routes etc .</i> <i>I have similarly requested DWG versions of the Windfarm proposals as originally drafted .</i> <i>We are happy to set up an engineer's meeting with my colleague Andrew Duckett to discuss the technical aspects and requirements"</i>
05/12/2024	Heads of Terms issued to Airport by the Applicant		Main Points: 1. Council/BAPL/Airport only allowed to undertake agricultural operations and then at maximum depth of 0.9m (this prevents the Solar Farm) 2. 45m easement width for Morgan and 25m for Morecambe = 70m (this sterilises all the Airport land south of the runway) 3. No offer or compensation mechanism for the grant of the rights (the Guidance requires financial offers to be made) 4. Compensation for damage or loss caused by the implementation of the works 5. Council/BAPL/Airport prevented from submitting planning applications (this would hand all control of the land south of the Airport to the Applicants) 6. 8 year option - grantor cannot do anything during this period (the DCO is for 7 years) 7. 5 days for Council/Airport/BAPL to approve Schedule of Condition 8. Assignment without consent required
19/03/2025	Revised Heads of Terms Issued to Council		Only material amendments are: 1. Applicants now offering easement consideration of £x per acre subject to a minimum payment of £1,000. (This is not a financial offer) 2. Applicants offering lease payment of between 10p to 40p pm2 averaging on a 2 hec site to an annual rent of 22p per ft2 (This is less than 50% of market rates.) No movement by the Applicant in respect of allowing the Solar Farm

03/04/2025	PR (Peter Roberts for the Council, BAPL and Airport) email to Applicants		<p>"I am working my way through various documents but, in the meantime, would be grateful if, for my benefit, you would confirm the following headline points ahead of that meeting – I would suggest that these points could also form the agenda:</p> <p>1)I understand that there are proposed to be 4 x 400KV and 2 x 132 KV cables crossing this site. a.Is this correct? b.What is the diameter and construction of each cable? c.How far apart does each cable need to be from an engineering perspective from the other cables? (i.e., how many metres apart do the cables need to be from each other horizontally and vertically) 2)I have seen very broad hatched area plans but would be grateful for detailed plans showing exactly when they will be located – you will need this for the DCO examination so assume that they might already be on the website. 3)How deep below the surface is each cable intended to be? Again- I would assume that the cross section plans are already on the DCO website. 4)What lift and shift provisions are being proposed? 5)Are you proposing to remove the cables once the windfarm has reached the end of its life – what is its predicted life? 6)I assume that they will be laid by means of HDD/mole rather than open cut? 7)How wide, along the route of the cables will the working area be? 8)What restrictions will there be in the locality of the cables after the works are completed – i.e., will there be a weight restriction and/or a restriction on how deep foundations would be able to go in the future? 9)I have seen reference to the use of restrictive covenants – can you please provide: a.details of the proposed draft covenants b.confirmation of the land that the covenant is meant to benefit c.confirmation of the ownership of the benefitting land d.An explanation as to why restrictive covenants are appropriate in addition to easements bearing in mind the Council’s appropriation powers 10)What works are you intending to carry out to any laydown/work compound areas? 11)How long do you require the laydown/work areas? 12)What are your proposals for taking access?"</p>
04/04/2025	PR email to Applicants		<p>"However, it is also vital that, post works, there is no ongoing detrimental impact on the ability to develop the land without interference from any equipment that may have been installed or ongoing maintenance issues. Having had the chance to review the Heads of Terms since my email to Jacqui I have two major concerns that need to be addressed up front: the proposed location of the cables and the lack of sufficient depth." Contrary to my previous understanding which was that the cables would be buried sufficiently deep so as to have no impact on the use of the surface, the Heads of Terms refer to a cable depth of 1.2m across the entire easement area. I also note that the Heads of Terms state that: “The Grantor will not excavate, store materials, nor erect structures or buildings over the Easement Strip or alter the ground level thereof. The Grantor will not plant or grow within the Easement Strip any trees, shrubs or underwood. For the avoidance of doubt this will exclude natural regeneration.” My reading of this is that the Council/Airport cannot do or develop anything within the hatched area – this entire area is sterilised and becomes unusable. I am hoping that this is a drafting mistake but, for clarity, the cables need to be routed and buried such that there is no impact on the ability of the Council/Airport to use the land over the cables as they require going forward. You will note that I have asked Jacqui for cross-section plans hence once these are provided the picture will hopefully be clearer. I would appreciate an urgent undertaking in respect of my fees and a meeting ASAP as these are fundamental issues bearing in mind the impending DCO examination."</p>
10/04/2025	PR email to Applicants		<p>"I refer to my emails dated 3 April 2025. Are you able to advise as to when you envisage coming back to me? I am conscious that there isn’t much time left before the examination hearings."</p>
22/04/2025	Response to PR from Ms [REDACTED] rt (Applicants)		<p>Main points of response were: "The onshore export cable corridors are approximately 17km in length. The onshore export cables will be buried for their entire length. Overhead lines are not proposed for the Transmission Assets. The cables will be buried Morgan and Morecambe Offshore Wind Farms: Transmission Assets Statement of Reasons underground in trenches with a typical depth of 1.8m to the bottom of the trench...Two specific points of note, construction is prohibited over the easement and there is no lift and shift provision in either the HoTs or Option and Easement template documents. The final easement widths are anticipated to be 45m for Morgan and 25m for Morecambe and may be subject to overlap, this is very much a maximum envelope and may be less post construction. The Works Corridor will be subject to a typical width of 100m (62m for Morgan and 38m for Morecambe) during construction, except where a wider works corridor is required for engineering reasons as shown on the Option Plan... The Grantor [and Occupier] will have no restrictions on normal mechanical agricultural, horticultural and equestrian operations and cultivations on the Easement Strip up to a depth of 0.90 metre, including the planting, maintenance and harvesting of annual agricultural crops and the growing of grasses or other herbaceous forage for livestock purposes, but there will be a requirement to ensure that any agricultural operations deeper than 0.90 metre receive prior consent from the Grantee (not to be unreasonably withheld or delayed). There are currently no restrictions on weight – is there are requirement for significantly heavy vehicles to cross the easement? I appreciate these are currently tailored toward agricultural use but gives you a flavour of the nature of restrictions required to protect the cables"</p>
22/04/2025	PR email to Applicants		<p>" My clients had previously been led to understood that the cables were going to be buried at such a depth that there would be no sterilisation of the land and, indeed, the oBACMS previously referred to depths of 6m and 15m. However, having reviewed the Heads of Terms and the latest tracked amendments to the oBACMS, I note that Morgan has stated that the proposed depth is now only 1.8m on the basis that “1.8m is industry standard and aligns with the rest of the onshore cable corridor.” I am instructed to advise you that, irrespective of industry standards or the design for the balance of the corridor, (neither of which are relevant or adequate justification in respect of the Airport land) a depth of only 1.8M together with the associated sterilisation requirements is NOT acceptable and a fundamental scheme redesign by your client is required as a matter of urgency to ensure that : a)the cables are buried at a depth where there is no consequential sterilisation of the surface; and b)your client agrees to relocate the cables as and when they interfere with any future development: and c)your client is obliged to remove the cables on expiry of the immediate scheme underpinning the DCO (i.e., 35 years)... ...I may have missed it in all the correspondence, but no financial offer/valuation appears to have been provided in respect of any of the land rights etc required by Morgan – I have seen oblique references to agricultural values and a flat rate per acre but both of these are irrelevant unless you bury your cables at such a depth that there is no sterilisation. As you will note from the above, the current proposed position of the cables will have a severe and significant impact on my clients’ land which does not yet appear to have been appreciated by Morgan judging by their stated intention to adopt a depth of 1.8m and indications as to how compensation would be assessed. I would therefore urge you revisit all these issues and revert as a matter of urgency. I should point out that your submissions to the Examination take the stance that Heads of Terms have been issued. This gives the wholly misleading impression of there having been prior engagement. However, Morgan has simply issued generic Heads of Terms on a copy and paste basis that are not tailored to the specific circumstances of my clients’ land and prior to any engagement with me. As such, I will be making the point to the Inspector that, in reality, these email exchanges are the sum total of our discussions, and we are nowhere near the Heads of Terms stage yet. In this context, it is clear from this correspondence that y our DCO is premature, Morgan has not properly considered the full extent of the long term impact of their scheme on the Airport and Council, no sensible terms tailored to my clients’ land have been proposed and unless/until these points are resolved to my clients’ satisfaction agreement will not be reached."</p>

28/04/2025	Email from [REDACTED] (applicants)	[REDACTED]	"For context we have compared our proposals with the anticipated depths for the solar development on the basis that the areas of remaining open cut we have proposed (with associated shallower depths) overlaps with the planned solar development. The anticipated cable burial depth for the solar development is 800mil / 0.8m (as noted in the EIA Screening Report). "
28/04/2025	Response from PR to Ms [REDACTED] (Applicants)	[REDACTED]	" Your email implies that there will be no restrictions whatsoever on the installation of a solar farm and maintenance thereof but the land agreements state that nothing would be permitted in the vicinity of the cables so that once your cables are in the entire area south of the main runway is sterilised for all uses – there is therefore an apparent disconnect here hence can you please state the precise position – i.e., Will solar farm development be permissible across the entirety of the land required from the Airport/Council and, if not, where do the restrictions apply and what are those restrictions? If the answer is yes that solar farm development would be permitted, what restrictions would apply to the development and maintenance therefore ." Apologies to be pedantic on this but the Airport/Council need to understand exactly what is currently being proposed and we are collectively struggling with this. "
28/04/2025	[REDACTED] (Applicants) email to PR	[REDACTED]	" My email was not intended to imply anything regarding the solar farm – I had understood this to be a discussion regarding airport operations (BAOL) whereas the solar farm is a Blackpool Council interest."
28/04/2025	PR email to Ms [REDACTED] (Applicants)	[REDACTED]	"I am sorry to have to keep asking the same questions again and again and really don't meant to be difficult, but the oBACMS and the land HoTs are inconsistent hence it is important from the perspective of the Airport, landowner and the Council that we have absolute clarity on the construction methodology and depth of the cables – following a meeting with the Airport again this afternoon the importance of knowing exactly where the cables are as well has again been stressed to me. We don't have accurate and consistent information from Morgan on any of these points and this will rapidly become a sticking point if not addressed quickly. This information is relevant to the Airport because they need to be assured that the proposed installation works will not interfere in any way with the operations of the Airport. From my meeting just now, it is clear that they do not have sufficient detail or certainty of information to properly form an opinion let alone discuss with the CAA but open trenching across any part of the Airport is not something they can agree to. It is also relevant because the retention post installation of the cables impacts upon the future use of that land by the Airport in connection with their business. This information is relevant to the Council/landowner as they need to know what development can come forward once the cables have been installed assuming the land was not directly required by the Airport operations. At present they are unable to form a view as they do not know what is proposed. I note your email to the Council dated 7 October 2024 but, again, I am unclear as to what you are saying as this seems to suggest that you are proposing that there be two 40m wide strips which could be used as access tracks – putting aside the fact that this is a significant land loss the proposed permitted use isn't reflected in the Heads of Terms. I am also concerned that you state that "We have not received feedback or agreement to discuss potential coexistence measures which was offered in October 2024" but the point is that, until the depth and cable location points are clarified I am not sure how a discussion can progress. Morgan may have this information, but it hasn't been provided to the Council/Airport. "
28/04/2025	[REDACTED] (Applicants) email to PR	[REDACTED]	" The land agreements will align with the parameters set out in the oBACMS so I suggest the most efficient use of everyone's time is to get the oBACMS to an agreeable position between Airport & Morgan/Morecambe then update the land agreements accordingly to ensure they align. "
28/04/2025	PR email to [REDACTED] (Applicants)	[REDACTED]	"I welcome the confirmation that the method of cable installation and depths thereof is not fixed and can be varied to meet the requirements of both the Council and the Airport – I note that you are familiar with the proposed Solar Farm but am unclear as to whether your design allows for unfettered development thereof. Your email to Andrew Duckett dated 9 August 2024 suggests not. I will liaise with my clients in this regard, but they still need the answers to my questions below before being able to progress issues and to ensure that the Council, Airport and Applicant start from the same understanding as to the DCO proposals. The purpose of written answers is to ensure that everyone on this circulation list has the same understanding hence, whilst I am always happy to speak, I do need you to address them if we are to make progress. You have said that the answers to my questions are in the table and Figure 7 of the oBACMS. I previously set out my understanding of the table and plan and asked for your confirmation, but I am still unclear. For ease, I have put the questions into a table and invite you again to complete the Applicant section and return so that there is no room for continuing speculation between the Council, Airport and the Applicant. This information will then inform the wider discussions including the oBACMS. For complete clarity, I am instructed by both clients to request this information."
29/04/2025	[REDACTED] (Applicants) email to PR	[REDACTED]	"The view outlined in Oct24 – and presented at meetings around that time - presents the least interaction with Morgan & Morecambe infrastructure and was shared as a starter for the discussions. We would be pleased to discuss further the aspirations Blackpool Council have regarding the solar farm – e.g. maturity of panel layout, foundation design, location of inverters, timing of works – but as I say this is most productive between engineers as they understand where the flexibility lies... ...In relation to restrictive covenants regardless of installation technique these will apply and are intended to ensure the integrity of the cable infrastructure is maintained. In general, these are avoiding tree planting (due to root interference), materially altering ground level, erecting of buildings and storing any substantial materials. Activities such as paving / tarmacking are generally not considered part of this. As you will be aware the Heads of Terms at this stage will secure a template position which is then open for negotiation dependent upon anticipated future uses."
01/05/2025	PR onsite meeting	[REDACTED]	PR explained (again) the Solar Farm scheme, the need for the cables to be rerouted/buried at depth and understood that the Applicants would revert with terms that allowed for co-existence. PR stressed that it was not for the Council/BAPL to redesign the Applicants' scheme for them but could see no credible reason why the engineers could not progress their design.

03/05/2025	PR response to Ms Jones (Applicants)		Without Prejudice email setting out the Council, BAPL and Airport's land terms
09/05/2025	Ms [REDACTED] s (Applicants) email to PR		<p>"As it stands the current Heads of Term propose a restrictive covenant, (as part of the Deed of Easement) on the entire cable route, irrespective of the depth of cables.</p> <p>We are however happy to consider the proposed solar development area and look to see what can be done to facilitate coexistence which may then give rise to an update to the proposed land rights Heads of Terms. We will revert on this as soon as is practicable. I have shared with the team the image of the proposed area. We anticipate that an engineering discussion with your solar farm team would be the most effective way to close this out.</p> <p>It is not agreed that any solar development could come forward without some form of engagement with the projects either pre or post construction. The integrity of the cables must be protected again irrespective of depth.</p> <p>We also noted the Council would like the freedom to design the solar panel layout and export cable positions as they see fit but are unwilling to progress that design until the proposed implications of Morgan and Morecambe are known so as not to incur abortive costs or delay consent and development at public expense. It would be helpful to have an indication of the proposed output and number / size of panels being considered." This information had already been provided by the Council!</p>
13/05/2025	PR email to [REDACTED] and [REDACTED] (Applicants)		Without Prejudice but re-provided all the information previously provided to the Applicants by the Council in respect of the Solar Farm and stressing the point that the cables need to be buried at depth
14/05/2025	Ms [REDACTED]'s (Applicants) email to PR		<p>"We had an internal meeting on this topic yesterday and an overview of our thoughts is summarised below:</p> <p>-The exclusion zone directly on top of the M&M transmission joint bays related to solar infrastructure must be maintained to ensure M&M can access should faults occur. The exact location of this is understood so we would consider that this can be accommodated in solar layout design – compared to the size of the solar site it is a relatively small area.</p> <p>-In relation to the cable route itself however we think there is a way through to avoiding a full exclusion zone for the 45m easement through utilising one of the options below:</p> <p>1.The solar infrastructure is installed using an above-ground system – i.e. ballast foundations and cable trays – which would not interfere with under-ground cables.</p> <p>2.The cables are installed at depth – not necessarily using trenchless techniques but to a depth which accommodates a shallow-piled solar foundation.</p> <p>-Note with both of the above options M&M will require space left between panels around jointing bays to facilitate O&M access for maintenance checks and a methodology agreed for how to access a wider area if a fault in M&M cables materialises and a repair is required.</p> <p>-Our preference would be that we have a detailed technical discussion to understand Blackpool Council solar requirements and understand more cost/benefit to Option 1 or Option 2 above rather than applying a trenchless installation technique requirement across the site as this doesn't solve the coexistence point or get us away from needing technical engagement on designs.</p> <p>-Prior to the solar coming forward detailed electrical system studies would be required to ensure the systems are not causing faults between each other. All standard stuff and M&M are comfortable discussing costs associated with those as we appreciate this cost would not have been incurred by Blackpool Council if the cables were not installed."</p>
14/07/2025	Email from [REDACTED] (Applicants) to PR		"I hope you are well? I wonder if its possible to arrange a meet, ideally in person, but appreciate that might not be possible. I'd like to catch up on progress with the Council and Airport to introduce you to Oliver Heselton from Dalcour Maclaren who will be picking up the land negotiations on behalf of both Morgan and Morecambe with both Blackpool Council and Blackpool Airport. Could you kindly let us have your availability over the next couple of weeks please?"
23/07/2025	PR email to Ms Stoddart and Ms Jones (Applicants)		"Thanks for your email – I have just got back from leave and am catching up with progress whilst I have been away (i.e., the latest oBACMS). I may also have another matter to discuss with you but am clarifying matters. I will come back to you ASAP. In the meantime, I previously sent over some comments on the Heads of Terms – are you able to send a revised set over?"
29/07/2025	PR to Ms [REDACTED]		"I was just wondering when you would be able to come back to me with revised Heads of Terms. I have attached the email where I set out what was required."
29/07/2025	[REDACTED] (Dalcour Maclaren) to PR		"I am currently working through the comments in your email with the projects, and I hope to be able to revert to you later today or tomorrow."
30/07/2025	Response from [REDACTED] (DM) to PR		<p>Main points: -</p> <p>1. The Project cannot agree to Protective Provisions</p> <p>2. The Project will not agree to not use CA powers against the Council or Airport</p> <p>3. The Project will only agree a final lump sum payment without any rights to claim further compensation - However, no financial offer on table</p> <p>4. The Project insists on surface restrictive covenants but is unable to provide drafting thereof</p> <p>5. The Projects require the ability to assign the agreements without the consent of the Airport or Council</p> <p>6. Neither the Council or the Airport may make any planning applications</p> <p>No progress made in respect of coexistence of the Wind and Solar Farms</p>
30/07/2025	Email PR to [REDACTED] (DM)		"I need to take client's instructions in view of your responses which, in the main, reject key requirements of both the Airport and the Council . In the meantime, how deep will the cables be now that your client has agreed trenchless installation? Have you amended the Heads of Terms or are you still relying on the original version?"
04/08/2025	[REDACTED] (DM) email to PR		<p>With regards to the cable depth, we are not avoiding the question, but in the absence of detailed design it is a difficult one to answer. The very nature of a HDD means that it starts shallow before curving down to a depth, before starting its journey back towards the surface, the depth isn't uniform across the cable route.</p> <p>"We are keen to understand from your side the drivers for the focus on depth. Irrespective of the cable depth the surface restrictions in the easement will remain the same, are you able to provide some more information on that please?"</p>
05/08/2025	[REDACTED] (Applicant's agent) email to PR		"We still aren't clear on why you are focussing on cable depth when the surface restrictions in the easement remain. Are you looking at this from a valuation perspective?"

05/08/2025	PR email to ██████████ (DM)	<p>"....I have gone over the same ground with the Applicant so many times now you will have to forgive my frustration at your question. No, I am not looking at this from a valuation/compensation angle just yet albeit if the current status quo remains your client will be facing a very large claim in due course - well in excess of what is in your Heads of Terms. My focus is on your client's scheme being amended to that it has the minimum amount of impact on my client's land both in terms of value and use which is an entirely reasonable approach. This requires your engineers to redesign the scheme hence we are waiting on them. So far, they have gone from insisting on open trench at a depth of 0.8m to burying them at a maximum depth of 15m but no indication has been provided as to what the minimum depth needs to be so that your scheme will not be impacted by my Clients' development (as opposed to what would be cheapest for your client). My client has aspirations for the land which have been communicated to your clients, so they are well aware of this. Your client's scheme must not interfere with my client's works – this isn't a case of your client sticking to their scheme and making the Council/Airport work round them on the assumption that you will just write out a cheque for compensation...</p> <p>...Overall:</p> <ul style="list-style-type: none">•We don't want any interference with the Solar Farm•Your scheme can and should be redesigned so that there is no interference•The easement terms will permit my clients' development•The easements will contain appropriate restrictions on development over and above your client's scheme•Restrictive covenants that merely cover the same ground as the easements will not be agreed•We need to agree the form of your client's scheme (i.e., depths etc) before we complete Land Agreements•Your client has committed to completed Land Agreements before the end of examination•The ball is firmly with your engineers•This is not about compensation/valuations at this stage – in this context it is in everyone's interest to get this sorted"
28/08/2025	Meeting at Council Offices	See email from PR to Heselton dated 12/9/25 as set out below for summary of meeting
03/09/2025	Email from ██████████ (Applicants) to PR	"I'm aiming to issue some notes of the meeting with all of the agreed actions too. " (These are still awaited)
09/09/2025	Mr Green email to Applicants	"Are you /the team able to provide the information we discussed 12 days ago , the UXO report the SI data and the information on no build areas around the TJB ?"
12/09/2025	PR email to ██████████ (DM)	<p>"The Airport and Council are understandably extremely frustrated with this further delay as your team had committed to respond on the following points within 2 weeks which expired yesterday.</p> <p>1. Your engineers were supposed to come back to us regarding the scheme design and confirm that the Council can deliver the Solar Farm unhindered . Having looked back through my file I can see that your client was aware of the Council's proposals as far back as 22 March 2023 (I suggest that you ask your clients for their minutes of that meeting). I appreciate that your existing client contacts were not involved with this project back then but if they check their files they will be able to verify this – your clients' lead contact was Khaleda Chowdhury. In any event, your clients also stated on 29 November 2024 that the Solar Farm and their scheme could coexist. We are therefore confused as why these issues have not been addressed months ago – it would appear that your clients' engineers are starting from scratch. When will your engineers be in position to commit that there will be no impact on the Solar Farm? You have had my comments previously in respect of the land agreements hence I won't repeat them again but until your engineers commit to there being no interference (they have had 30 months to do so) we are at a standstill.</p> <p>2. We are awaiting your proposals in respect of a Banksman agreement for the Starr Gate access to the beach. I had understood that the principle of this arrangement was agreed.</p> <p>3. Temporary yard on beach – Are you going to provide Heads of Terms and financial proposal?</p> <p>4. Subsoil/beach cable easements – Again, are you going to provide Heads of Terms/financial proposal – what have you agreed in respect of the foreshore with the Crown?</p> <p>5. When will you provide the UXO and SI data requested by Rob?</p> <p>The Airport/Council will require full completion of the land agreements prior to the close of Examination. As part of those agreements, the Applicants must agree not to exercise any CA powers in respect of the Airport/Council interests – this should not be controversial, but you have not confirmed that this is agreed as yet . "</p>
25/09/2025	PR email to Ms ██████████ (Applicants)	<p>"Oliver/Jacqui</p> <p>I refer to my emails dated 12 September and 16 September to which I have not received any response.</p> <p>As you are aware, the Cooperation Agreement was completed on 22 September 2025.</p> <p>Can you please advise when you intend to address the action points identified at our meeting dated 28 August 2025 as summarised in my email dated 12 September 2025. We have lost another 4 weeks since then without any progress. As we have explained to the Ex, the Council's position is entirely consistent with that set out to the Applicant on 22 March 2023 and discussed on 29 November 2024 so the Applicants have already had more than sufficient time.</p> <p>Whilst writing, I would also point out that we are also still awaiting information requested by Rob Green and me in previous emails (e.g., 11 August)."</p>
25/09/2025	Response to PR email by Mr ██████████ (DM)	"Thank you for your email. Jacqui and I are due to discuss matters shortly so I will be able to revert. Soon. I am mindful we still have to collate and share the information we agreed to at the meeting, we will get this actioned asap. But please be aware that your clients have also not provided the latest shape file for the proposed solar development that was also agreed at that meeting. This has delayed the engineering and sterilisation assessment as they are still waiting for that. Perhaps you would be kind enough to facilitate that for us. With regards to the other matters, when are you available next week for a meeting?"
25/09/2025	Response by PR to Mr ██████████ n (DM)	"Please see attached [the shapefiles referred to by Ms Stoddart]– I understand that these had been sent to your client but were clearly not received – I would have been happy to have been chased and thereby made aware that they hadn't made their way through. Can you please confirm receipt. I understand that you already have the CAD files hence am not entirely sure why everything hinged on receiving the shape files but....I presume that you have all the screening information as this was provided to Rosalyn Jones previously and again in May."
26/09/2025	Email from PR to Applicant	<p>"As you are aware, Oliver undertook at our last meeting to provide Heads of Terms for a Banksman agreement regarding the slipway. In the absence of having received anything and to try and minimise further loss of time, I have attached Heads of Terms.</p> <p>Please note that these are subject to my client's instructions and legal input. I am happy to start drafting Heads of Terms for the cable easements under the beach and the lease for the laydown area if that would help progress matters – However, I presume that you must have already agreed Heads with the Crown regarding the cable easements so presume that you can simply change the Grantor details and send me a copy of those rather than starting from scratch? As far as the laydown area is concerned, I presume that it is just a simple straightforward lease you are looking for hence I am not clear why it is taking so long to draft up and send over. If there is anything out of the ordinary I should be aware that is complicating matters, please let me know and I can then have a go at drafting something to get things moving.</p> <p>With regard to the windfarm I am, again, happy to start drafting Heads of Terms on the basis that the entirety of the proposed solar panels will be deliverable – is there any reason to delay this any longer?"</p>
30/09/2025	Email from Mr ██████████ (DM) to PR	<p>"I think there may be some confusion here as HOT's are already in circulation with yourself and your clients. These are attached for ease of reference. The Blackpool Council HOTs and plan already cover off the land outside of the airport, the sand dunes and Stargate Lane.</p> <p>We have not to date had any detailed response on them apart from your email comments and our responses, as set out in the table below. I have left you a voicemail today to chat through these and to set up a meeting to go through in more detail, alternatively if you'd prefer to issue back to a marked up copy with your concerns or proposed amends then we could look at that. I am still awaiting further details from our engineers but that is progressing now we have the up to date shape files."</p>

30/09/2025	PR response to Mr [REDACTED] (DM)		<p>"My earlier email refers. I am on holiday today and am writing this on my phone hence forgive brevity but please send me details of your availability and will come back to you.</p> <p>I am not sure why you say that you have not had detailed comments. As your table and subsequent discussions demonstrate you have had very detailed comments the majority of which your clients have refused to agree. We also still await financial offers and revised heads which reflect what we have discussed.</p> <p>Your clients committed as early as 2023 not to interfere with the solar farm. I appreciate that every set of minutes relating to discussions has different persons representing your client hence there may have been a loss of internal communication but I can provide a list of names to you so that your clients can trace back through their records. I am surprised that your clients can still not confirm that they will stand by their previous agreement and guarantee to the Council that the Solar Farm will not be affected.</p> <p>We have provided heads of terms for the banks man arrangements in accordance with the position agreed at our last meeting. They are therefore the basis for agreement for that element. You have not commented on those so am I to assume that your clients are renegeing on that?</p> <p>Your clients still need to provide proper plans and description for the use of the beach together with a financial offer. At present we are being asked to effectively hand the site over for no money and with no idea as when and what the Council will get back.</p> <p>Your clients need to provide Heads of Terms for the Airport land that provide for the provision of the solar farm in its entirety, deep burial of the cables and a financial offer. The current heads are still on open trench full sterilisation basis with no financial offer. As set out above your clients have had since 2023 to sort this out.</p> <p>I will have a proper look at your attachments tomorrow but if they are the same as before and your clients are still unprepared to concede major points of principle, which appears to be the case from your table below, plus if the heads don't refer to what is being discussed then our position as stated to the examiners remains.</p> <p>In short, there is a huge difference between issuing Heads of Terms which are non negotiable and do not reflect reality on a take it or leave it basis with no financial offers and negotiating realistic terms that honour previous commitments and work for both parties."</p>
01/10/2025	PR further email response to Mr [REDACTED] (DM)		<p>"I have taken the liberty of sending an invite for 10AM tomorrow as have a Team meeting later that day. Additional points for which I suggest that you may need clients' instructions on are:</p> <ul style="list-style-type: none">•I would be grateful if you would take client's instructions on the £X offers – they have previously set out their position in writing, but those figures are not in the Heads of Terms and no reasoned and evidenced offers have been made by DM. I would point out that those offers were made against the background of the Solar Farm scheme being delivered in full.•The plans are wrong in light of recent agreements and DCO amendments•The Hots are inconsistent with the Cooperation Agreement•The Council cannot grant rights over the Starr Gate access as currently provided for in your HoTs. There are public health and safety issues at stake which cannot be sacrificed for your scheme. The Council therefore have no choice but to progress on the basis of the Heads of Terms provided to you subject to any amendments that can be agreed – again please take clients' instructions•What have you agreed with the Crown in respect of the foreshore?•When will you provide the UTX and SI information as discussed at the last meeting?•Please reconsider your position in respect of those answers where you have said no in your table below - we will need to clarify your clients' positions bearing in mind that they are likely to come up at the CA Hearing next week. <p>The more information I gather in respect of the previous negotiations including email exchanges and Meeting Notes (prepared by your clients), the more obvious it has become that your clients have known about the Solar Farm for a very long time and, whilst your clients' team members have clearly changed significantly over that time, they have consistently committed to accommodating the Solar Farm. It would be helpful if, before our meeting tomorrow, your clients confirm that they will honour those commitments and enter into terms whereby you clients will do nothing to prevent or interfere with the delivery thereof. For the avoidance of doubt, my clients reject any implication that the ongoing delay in your client's delivery of their commitment is due to the apparent delay in your clients receiving the shape files following our last meeting. Our position next week will be simply that your clients committed not to interfere with the Solar Farm but are clearly wanting to reserve the right to ignore those commitments as evidence by the fact that we are still, over 2 years later, without an enforceable agreement on this point."</p>
13/10/2025	PR email to Applicants		<p>"Further to the request from the Inspectors that we meet as a matter of urgency can you please provide details of your availability. I am fairly free apart from Thursday.</p> <p>At the risk of repeating my earlier email but for the benefit of Rory and Jacqui:</p> <ul style="list-style-type: none">•I have attached slightly corrected Heads of Terms for the private and adopted Starr Gate access – probably overcomplicated for what I think you are doing but a start•I await enforceable confirmation that no occupation or restrictions on the current use will apply to the sand dunes/beach together with Heads of Terms for easements as discussed•I await enforceable confirmation that your client will in no way interfere or restrict the Solar Farm development in respect of the cables and that the construction yard will either be moved completely or vacated early enough so as to not delay implementation of the Solar Farm <p>You will be aware of the associated points that go with the above (i.e., no exercise of CA powers etc) hence won't repeat them here."</p>
15/10/2025	PR email to Applicants		<p>"I am surprised that, since leaving Blackpool last week and despite the clear desire of the Inspectors, I have had no contact whatsoever from Dalcour Maclaren or indeed anyone acting for the Applicants – complete and utter radio silence!</p> <p>I have also had no response to my email below.</p> <p>If you don't have any instructions, please let me know and my clients will take up these matters direct with the Applicants.</p> <p>In the meantime, and as we have made no progress with DM, - [REDACTED] – I would be grateful for details of your availability for a Teams meeting this Friday please."</p>
16/10/2025	Mr [REDACTED] (DM) email to PR		<p>"Thank you for your emails to Harry and I and my clients this last week, apologies if you consider there has been radio silence but we have been in detailed discussion with our clients on the various matters discussed in Blackpool last week.</p> <p>We continue to move matters forwards with the engineering team and hope to be able to present further information to you imminently. We are not able to re-issue more specific HOT's until some of those engineering issues are resolved, as I am sure you will appreciate will have impact on their content.</p> <p>The reissuing of the HOT's is also going to be difficult as we remain in disagreement on a number of key issues, which again will have a material effect on their content. From our recent meeting the main ones remain:</p> <ol style="list-style-type: none">1. Cable Restrictions in the Solar Farm2. Protective Provisions3. Use of CA Powers4. Assignment5. Planning objections. <p>To try and move matters forward the projects can make themselves available with all relevant personnel next Tuesday for a meeting with yourself and your clients, we will have relevant information to discuss at that time.</p> <p>Perhaps you will be able to confirm availably on your side."</p>

16/10/2025	PR email response		<p>"Oliver</p> <p><i>Your radio silence is factual and therefore not a perception on my part, but I am grateful that you have now finally responded.</i></p> <p><i>I am available between 10AM to 11.30AM or, preferably, 12.30PM to 4PM.</i></p> <p><i>My clients' impression of your response (which I share) is that your clients don't appear to have any intention of resolving matters and simply want to keep dragging this out without committing to anything at all. We keep suggesting ways of making progress only for you to come back (eventually) reverting to your former position.</i></p> <p><i>With regard to your point 2 and 3 – your justification for your client refusing to give up their CA powers is that they are concerned at making a mistake and running the risk of being ransomed by the Council/BAPL/Airport. You therefore wish to pass the risk onto my clients who stand at risk of the oBACMS and any land agreements that we might eventually agree being ripped up thereby dramatically increasing funder and public risk.</i></p> <p><i>We discussed this and it was left that your clients' solicitors would propose a form a wording whereby your clients will give up their CA powers and, in return the Council/BAPL would agree, for the duration of the DCO, to not ransom reasonable requests for additional land and/or rights that do not impact upon the operation of the Airport or the Solar Farm scheme. I take it from the lack of any drafting being provided that you have back-tracked from this entirely reasonable solution.</i></p> <p><i>You are also yet to explain why you have agreed to contract out of CA powers elsewhere but are refusing to do so in respect of the Airport, Council and BAPL.</i></p> <p><i>For complete clarity, a continuing refusal to forgo CA powers will not be accepted under any circumstances by the Airport, Council or BAPL and is a non-starter. If your clients are intent on maintaining their current position, protective provisions will be required.</i></p> <p><i>If I am mistaken and your clients are prepared to be reasonable and agree terms to contract out of CA powers please provide some suggested drafting so that we can review that ahead of next week.</i></p> <p><i>We have also discussed point 6 – your clients have the ability to protect the cables hence why do you want to retain the ability to object to a Solar Farm planning application the implementation of which would be restricted in any event? Are your clients seriously suggesting that they wish to object to a Solar Farm planning application in addition to having rights to control what goes on the land in the first place? The onus is on your clients to change their scheme to enable the Solar Farm. We cannot agree anything that provides your clients with a backdoor to undo an agreement that the Solar Farm may proceed. Please explain why your clients want the right to object to our planning application and how such right does not replicate the cable protections.</i></p> <p><i>You have not referred to or provided any information in respect of the beach/sand dunes – I would have thought that this would have been easy for you to address quickly hence where is the requested confirmation? Can you please provide this so we don't have to spend more time discussing this.</i></p> <p><i>You have also not referred to Starr Gate or responded to the Heads of Terms – what am I supposed to assume? If you don't like my Heads of Terms please discuss with CMS/Burgess Salmon and suggest terms that will allow you to take access whilst preserving unfettered rights of access for everyone else. Again, can I please have these before our meeting.</i></p> <p><i>In light of the above comments, I would be grateful if you would ensure that decision makers and solicitors are on the call so that these issues can be resolved without being kicked down the road yet again. To this end, I will liaise with DWF and confirm their availability ASAP. "</i></p>
21/10/2025	Teams meeting between Council, BAPL, Airport and Council		<p>Teams meeting held with representatives of both Applicants including Mr [REDACTED] who the leads in respect of cable design. From the perspective of the Council/Airport/BAPL the meeting was considered to be positive. The position, as understood by the Council/Airport/BAPL and Subject to Contract in respect of the three areas are as follows:</p> <p>Starr Gate</p> <p>The surface of the access has now been adopted as public highway . The Applicants have agreed the broad principles of the Banksperson Heads of Terms as previously issued by the Council and will keep unfettered access available to Third Parties but under the direction/control of a Banksperson/Traffic Manager to avoid any conflict between such users and construction traffic. The Applicants will now update Article 29 of the dDCO and issue revised Heads of Terms to reflect the OCTMP (see requirement 9 of the dDCO).</p> <p>Sand Dunes</p> <p>The Applicants confirmed that the cables would be buried at a depth that would not impact on the current lawful use of the sand dunes and will not occupy or take access over any part of the surface. There may be temporary fencing off of the surface to prevent any risk of injury occurring to members of the public during the construction works. The agreed terms will therefore comprise easements for the cable installations but no licence, lease or other occupational rights in respect of the surface. The Applicants will also agree not to exercise CA powers except where default by the Council may arise. The Council confirmed that it would separately grant licence(s) for further GI works/surveys if required.</p> <p>The Airport Curtilage/Solar Farm</p> <p>Mr Elson and Mr Paterson explained the Applicants' proposals for the position and extent of the Transition Jointing Bays and Jointing Bays within the Solar Farm development site on a coexistence basis. They also explained that, whilst no solar panels could be located on top of these bays it would be possible to install Solar Panels within a close distance of the bays and across the remainder of the intended development site (i.e., over the cables) subject to agreeing common access routes and the routes of cables from the Solar Farm. It was understood that these proposals are still being finalised and the Applicants undertook to provide an updated plan by Monday next week so that the Council/BAPL can overlay and assess how the Solar Farm might be designed to achieve coexistence. The Applicants also offered the assistance of their Solar Farm team to design the Solar Farm together with the Council's advisors. The Applicants confirmed that they would be prepared to commit to not exercising CA powers if voluntary agreement was reached. A number of issues remain outstanding and there remains much work to be done - e.g., the Applicants' intended use of part of the Airfield as a construction compound and timing thereof appears to the Council to still be a significant threat to the delivery of the Solar Farm. To this end, the Applicants and the Council discussed a process for taking discussions forward and hope to be able to issue a Joint Statement at Deadline 7 committing to co-existence.</p>

Appendix 2 – Starr Gate Banks Person Agreement Heads of Terms

DRAFT HEADS OF TERMS
BANKSPERSON(S) AGREEMENT
BETWEEN
MORGAN OFFSHORE WIND FARM PROJECT AND
MORECAMBE OFFSHORE WINDFARM LIMITED AND
BLACKPOOL COUNCIL
SUBJECT TO CONTRACT AND CLIENT’S INSTRUCTIONS
[26] September 2025

1.	INTRODUCTION <p>The Developers wish to take access over The Slipway to Blackpool South Sand Dunes.</p> <p>According to the Works Plans (Ref:B8) submitted in support of the dDCO, access is required for the purposes of Works 19A19B. These are described at Schedule 1 of the dDCO as set out below:</p> <p><i>“Work No. 19A – Morgan construction access works including— (a) creation of and improvement of temporary access to the highway; and 43 (b) temporary works to visibility splays.</i></p> <p><i>Work No. 19B – Morecambe construction access works including— (a) creation of and improvement of temporary access to the highway; and (b) temporary works to visibility splays”</i></p> <p>It has become apparent that the Developers do not need to carry out any works to The Slipway nor is there any justification to the taking of exclusive possession. However, they/their contractor(s) need to take construction vehicles over The Slipway. There is, therefore, potential for a traffic conflict to arise between the Developers’ construction/delivery vehicles, the Starr Gate Tram Depot, the Coastguard, RNLI, Beach Patrol, vulnerable persons and the general public.</p> <p>The Council are willing to allow access to the Developers over The Slipway on the basis that traffic movements will be controlled by a Banksperson(s).</p>
2.	DEFINITIONS

a.	Grantor:	Blackpool Council
b.	Developers:	Morgan Offshore Wind Project Limited and Morecambe Offshore Windfarm Limited
c.	The Slipway:	Plots 02-007, 02-008, 002-09, 002-10, 002-12 as defined within the dDCO Book of Reference (Ref:D3) and comprising that part of Squires Gate Lane leading from the junction of Starr Gate, Clifton Drive North and Squires Gate Lane, located immediately south of the Blackpool Starr Gate Tram Depot, to Blackpool South Sand Dunes
d.	dDCO:	Draft Morgan and Morecambe Offshore Wind Farms Transmission Assets DCO
e.	Banksperson(s)	A qualified (see below) traffic marshal appointed for the general purposes of directing traffic, plant and pedestrian access along The Slipway to manage potential traffic conflicts, ensure safety and prevent accidents for the mutual benefit of the Developers, Council and all existing authorised users.
f.	Banksperson(s)' Qualifications:	All Banksperson(s) appointed by the Developer and/or their contractor(s) will, at all times, have a valid A73: Plant and Vehicle marshal qualification, competent operator blue CPCS card, together with a level 2 NVQ certification
g.	Banksperson's Duties and Responsibilities:	<p>The Banksperson(s)' duties and responsibilities in respect of The Slipway will include, but not be restricted to:</p> <ul style="list-style-type: none"> a) Complying with all site health and safety rules, risk assessments, and method statements relevant to their duties, members of the public and commercial entities who use The Slipway, and to attend all Council required safety briefings and training sessions. b) Direct the safe movement of vehicles and plant, especially during reversing or restricted manoeuvres. c) Use agreed hand signals and/or radio communication. d) Ensure unauthorised persons are kept clear of unsafe vehicle movements. e) Wear appropriate PPE (including high-visibility clothing and safety footwear) at all times. f) Stop Developer(s)' / contractor(s)' vehicle movements if any potentially unsafe situation arises. g) Report any incidents or near misses to the site supervisor immediately. h) Immediately halt any construction related traffic activity and clear The Slipway if emergency service access (including the Coast Guard, RNLI, Police, Fire Service, Ambulances and Beach Patrol) is required or the access is to be used by Vulnerable Persons

		i) Manage traffic movements so that there is no impact on vehicular/pedestrian access to and the operation of the Starr Gate Tram Depot.
h.	Photographic Schedule of Condition:	The Developers will be required to prepare a full detailed Photographic Schedule of Condition of The Slipway including the roundabout junction on each occasion the Developers wish to serve Written Notice This will record the physical condition of The Slipway during the period of 1 week prior to the service of the Written Notice and provide a copy thereof together with the Written Notice. The Council will have [14] days to require any short fallings in the PSC to be rectified to their satisfaction.
i.	Vulnerable Persons:	As defined within s149 of the Equalities Act 2010
j.	Written Notice:	<p>The Written Notice shall set out/include the following:</p> <ol style="list-style-type: none"> 1. Photographic Schedule of Condition of the entirety of The Slipway as it existed within the week prior to the date of the Written Notice 2. Full details of the contractor(s) taking access 3. Full details of the appointed Banksperson(s) 4. Copies of the Banksperson(s)' Qualifications 5. Confirmation that the Banksperson(s) are aware of their Duties and Responsibilities as set out above 6. Confirmation as to the period over which access will be taken (see Conditions) up to a maximum of [X] weeks. 7. Details of the intended vehicle movements including a) number of movements and b) classes of vehicle
3.	THE OPTION	
a.	Option Period:	[Seven] years from the date of the Option Agreement.
b.	Option Fee:	£[x] exclusive of Value Added Tax (if any) on completion of the Option Agreement.
c.	Exercise of the Option:	<p>The Developers will provide 28 days Written Notice to [John Doe of the Grantor] of their intention to take access over The Slipway. In the event that the Grantor considers the information provided in support of the Witten Notice to be incomplete or defective, the 28-day period will be extended until such time that the Grantor is fully satisfied (not acting unreasonably).</p> <p>On expiry of the 28-day period (unless otherwise extended as set out below) the Developer(s) and/or their nominated contractor(s) may employ a Banksperson to manage traffic and pedestrian movements along The Slipway for such period as specified in the Written Notice.</p>

		NB – if the Developer(s)/contractor(s) require a period longer than the maximum specified above, the period may be extended by agreement, or the Developers can serve a further notice.
d.	Repeat Written Notices:	It is accepted that there may be lulls in the Developer(s) works. As such, the Developer(s) may serve up to [x] Written Notices during the term of the Option Agreement. Further Written Notices will require the Grantor's consent. Such consent may be withheld if the Grantor considers that the Developers are acting unreasonably. If a dispute arises in this regard, either Party may refer the dispute to [?].
e.	Assignment/Disposal:	<ol style="list-style-type: none"> 1) The Developers can assign or novate the Option Agreement to any Group Company (as defined within the Companies Act 2006) or any successor to the business undertaking of the relevant Party or any provider of finance to either Party. No consent is required for charging. 2) Any other assignment to a third party shall be with the Grantor's consent (not to be unreasonably withheld or delayed) subject to the Grantor being informed by the Developer as to the capability and financial standing of such assignee.
f.	Conditions:	<ol style="list-style-type: none"> 1) The Developers will not take any access over The Slipway unless Written Notice has been served and the relevant notice period (as may be extended should the Grantor have any concerns with the validity thereof) has expired 2) The Developers will not exercise any powers of compulsory purchase in respect of the Grantor's interests in The Slipway 3) The Developers will immediately cease taking access over The Slipway on expiry of the period specified in Written Notice 4) The Developers will be solely responsible for meeting the Banksperson(s)' costs 5) The Developers will indemnify, without limit, the Grantor in respect of any claims including but not limited to, those arising from: <ol style="list-style-type: none"> a. the Developers' use of The Slipway and/or b. any damage caused to The Slipway by the Developer and/or their contractors and/or c. Prevention of access of The Slipway by any Third Party
g.	Damage:	<p>The Developers will address, repair and reinstate any damage arising as consequence of their, or their contractors' use of The Slipway.</p> <p>In the event that there is any dispute as to the cause of the damage and/or the cost of rectification/reinstatement, either Party may refer to the matter to the RICS DRS, or such other body as may be appropriate having regard to the subject matter of the dispute, for determination by an Arbitrator. The Parties will rely upon the Photographic Schedule of</p>

		Condition as prima facie evidence of the condition of The Slipway prior to use by the Developer(s) and/or their contractor(s).
h.	Costs:	The Developers will pay all legal and surveying costs incurred by the Grantor in entering into these terms.
i.	Jurisdiction	<p>These heads of terms are not intended to create any liability or binding contract between the parties. Any legal commitment with regard to the proposed transaction shall only arise pursuant to definitive documentation, if any, when signed by the relevant parties.</p> <p>These heads of terms and any non-contractual obligations arising out of or in connection with these heads of terms shall be governed by English law and each of the parties submit to the exclusive jurisdiction of the English courts to settle any dispute.</p>

For the Developer	For the Grantor
Date:	