



# MORGAN AND MORECAMBE OFFSHORE WIND FARMS: TRANSMISSION ASSETS

**National Farmers Union  
Statement of Common Ground**



**Deadline 6  
Application Reference: EN020028**

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| <b>Prepared by:</b>  | <b>Prepared for:</b>   |
| <b>Morgan Offshore Wind Limited,<br/>Morecambe Offshore Windfarm Ltd</b> | <b>Morgan Offshore Wind Limited,<br/>Morecambe Offshore Windfarm Ltd</b> |

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## Signatories

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| Signed   |                         |  |
| Name     |                         |  |
| Date     |                         |  |
| Position | Strategic Consents Lead |  |
| For      | Morgan OWL              |  |
|          |                         |  |
|          |                         |  |
| Signed   |                         |  |
| Name     |                         |  |
| Date     |                         |  |
| Position | Consent Manager         |  |
| For      | Morecambe OWL           |  |

## Glossary

| Term | Meaning                      |
|------|------------------------------|
| ALO  | Agricultural Liaison Officer |

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| Term | Meaning                   |
|------|---------------------------|
| ExA  | Examining Authority       |
| DCO  | Development Consent Order |

## Acronyms

| Acronym | Meaning                      |
|---------|------------------------------|
| SoCG    | Statement of Common Ground   |
| NFU     | National Farmers Union       |
| EnBW    | Energie Baden-Württemberg AG |

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# **1 Initial Statement of Common Ground between Morgan and Morecambe Offshore Wind Farms: Transmission Assets and National Farmers Union**

## **1.1 Introduction**

### **1.1.1 Overview**

1.1.1.1 This Statement of Common Ground (SoCG) has been prepared between Morgan Offshore Wind Limited and Morecambe Offshore Windfarm Ltd (hereafter referred to as 'the Applicants') and the National Farmers Union (NFU), together the parties. The SoCG sets out the areas of agreement and disagreement between the parties in relation to the proposed Development Consent Order (DCO) application for the Morgan and Morecambe Offshore Wind Farms: Transmission Assets (hereafter referred to as 'the Transmission Assets').

1.1.1.2 The need for a SoCG between the Applicants and the NFU is set out in section 1 of Appendix F of the Rule 6 letter issued by the Planning Inspectorate on 28<sup>th</sup> March 2025.

1.1.1.3 This document is intended to provide the Examining Authority (ExA) with an overview of the level of common ground between the parties. The SoCG will identify where agreement has been reached, where differences lie and the reasons for disagreement or outstanding matters. The SoCG will also specify the actions needed to address the issues and will facilitate further discussion between the parties. The SoCG will be updated during the Transmission Assets Examination and submitted at the Deadlines indicated in the Rule 6 letter.

### **1.1.2 Transmission Assets elements under NFU's remit**

1.1.2.1 The NFU are not a stakeholder that is directly affected by the application, they are a member organisation who have commented on the application on behalf of a number of their members who are affected by the project. It is important to note that those members are individually represented professionally by appointed land agents and not by the NFU in relation to the voluntary agreements being sought for the land rights and impact on their holdings. Members represented are affected by the onshore infrastructure required for the project.

1.1.2.2 This SoCG covers the following topics of relevance to the NFU:

- Impacts on agricultural operations
- Engagement with Land Interests
- Soil and Drainage management
- The provision of Agricultural Liaison Officers (ALO) during construction
- Accommodation works to mitigate the perceived impacts of construction

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- Link Boxes
  - Term of Rights
  - Decommissioning
  - Compulsory Acquisition Powers
  - Cable Depth

### 1.1.3 Overview of Transmission Assets

- 1.1.3.1 The design philosophy for the Transmission Assets is for the Morgan Offshore Wind Project: Generation Assets and the Morecambe Offshore Windfarm: Generation Assets (referred to as ‘the Generation Assets’) to be electrically independent. Therefore, each offshore wind farm will have its own separate set of transmission assets (e.g., cable and substation infrastructure). However, the location of the infrastructure will be aligned (where practicable), for example within aligned offshore and onshore cable corridors to minimise impacts to environment and the community.
- 1.1.3.2 Morgan OWL and Morecambe OWL (the Applicants), are jointly seeking a single consent for their electrically separate transmission assets comprising aligned offshore export cable corridors to landfall and aligned onshore export cable corridors to separate onshore substations (and associated infrastructure), and onward connection to the National Grid at Penwortham, Lancashire.
- 1.1.3.3 The key components of the Transmission Assets include the following.
- Offshore elements:
    - offshore export cables: these export cables will bring the electricity generated by the Generation Assets to the landfall for onward transmission.
  - Landfall:
    - landfall site: this is where the offshore export cables are jointed to the onshore export cables via the transition joint bays. This term applies to the entire area between Lowest Astronomical Tide and the transition joint bays.
  - Onshore elements:
    - onshore export cables: these export cables will be jointed to the offshore export cables via the transition joint bays at the landfall site, and will bring the electricity generated by the Generation Assets to the onshore substations;
    - onshore substations: the two electrically separate onshore substations will contain the components for transforming the power supplied via the onshore export cables up to 400 kV;
    - 400 kV grid connection cables: these export cables will bring the electricity generated by the Generation Assets from the two electrically

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separate onshore substations to the existing National Grid substation at Penwortham;

- environmental mitigation areas: temporary and/or permanent areas, including accesses identified to provide environmental mitigation only; and
- biodiversity benefit areas: temporary and/or permanent areas, including accesses identified to provide biodiversity benefit only.

## 1.1.4 Approach to SoCG

1.1.4.1 This SoCG has been developed and progressed during the examination phases of the Transmission Assets. In accordance with discussions between the parties, the SoCG is focused on those issues raised by the NFU within its response to dialogue and the feedback submitted at Section 42 statutory consultation that has underpinned the pre-application consultation between the parties. This SoCG also includes those issues raised by The NFU during the post-application phase including the Relevant Representation submitted on the 27<sup>th</sup> January 2025 (RR-1596) and further submission at the Procedural Deadline on the 11<sup>th</sup> April 2025 (PDA-040).

1.1.4.2 The structure of this SoCG is as follows:

- Section 1.1: Introduction
- Section 1.2: Summary of SoCG
- Section 1.3: Summary of consultation
- Section 1.4: Agreement log

## 1.2 Summary of SoCG

### 1.2.1 Overview

1.2.1.1 This SoCG outlines the consultation that has taken place between the parties during the pre-application and post-application phase of the Transmission Assets. The agreement logs the position reached on 22<sup>nd</sup> October 2025 (Deadline 6).

### 1.2.2 Summary of those matters agreed, ongoing points of discussion and not agreed

1.2.2.1 Table 1.1 provides a summary of those matters agreed, an ongoing point of discussion or not agreed between the parties.

**Table 1.1: Summary of those matters agreed, ongoing points of discussion and not agreed**

| Topic  | Agreement status   |
|--|--|
| Impacts on Agricultural Operations / Accommodation Works | The potential impact on farming operations is acknowledged by the Applicants and other than where land is taken by way of freehold for the onshore substations and associated mitigation, will be of a temporary nature during construction and the works design and implementation will seek to |



| Topic  | Agreement status   |
|--|--|
|  | <p>mitigate the temporary impact. The Applicants will continue work with affected parties to mitigate those impacts where reasonably possible and it is agreed that these mitigation measures will take the form of accommodation works agreed between the parties at the time of construction. These commitments are secured through Requirement 8 of Schedules 2A &amp; 2B of the draft Development Consent Order (AS-004). Discussions on these points continue but are widely accepted by the agents advising land interests.</p>  |
| Engagement with Land Interests                 | <p>The Applicants have been engaging with land interests affected by proposals since July 2022 and continue to do so. The NFU has been party to recent landowner forum meetings and is working with the affected parties land agents regarding further engagement on the Heads of Terms for Voluntary agreements in an advisory role to members. The Applicants continue to engage with affected parties and will do so throughout the project.</p>  |
| Soil management                                | <p>The Applicants continue to engage with affected parties regarding soil management</p> <p>The Outline Soil Management Plan (APP-200) sets out measures to protect soil quality and structure during construction, ensuring that the land remains viable for farming in the long term. This includes the production of an aftercare plan for agricultural areas within the Onshore Order Limits which will be subject to agreement with the affected landowner(s). This is secured in the DCO through Requirement 8 (Code of Construction Practice), which includes production of a Soil Management Plan in accordance with the Outline Soil Management Plan (APP-200) and Requirement 18 (Restoration of land temporarily used for construction) of the draft Development Consent Order Schedule 2A and 2B (AS-004).</p> <p>Conditions and commitments are set out in the plans mentioned above.</p>             |
| Field Drainage                                 | <p>The Applicants continue to engage with affected parties regarding drainage management. For the operational and maintenance phase of the project, the Applicants have committed (CoT11 of Volume 1, Annex 5.3: Commitments register of the ES (AS-030)) to the preparation of detailed Operational Drainage Management Plan(s) which focus on the onshore substations. This is secured via Requirement 20 of Schedules 2A and 2B of the draft DCO (AS-004). The detailed plans will include measures to ensure that existing land drainage is reinstated and/or maintained. The Outline Code of Construction Practice includes measures for the Principal Contractor to develop field drainage plans in consultation with the relevant landowners. If required, additional field drainage will be installed to ensure the existing drainage of the land is maintained during and after construction (CoT84).</p> |
| The provision of ALO's throughout construction | <p>This commitment is secured through Requirement 8 of Schedules 2A &amp; 2B of the draft Development Consent Order. Discussions on the final detail of this provision will continue but are widely accepted by the agents advising land interests.</p>  |
| Link Box locations                             | <p>The location of link boxes continues to be discussed as part of the voluntary heads of terms with the affected parties. The Applicants have set out those payments to be made for the siting of link boxes and will continue to engage with affected land interests during the detailed design phase when this detail will become known. These agreements are included for in the voluntary heads of terms being negotiated which state that The Applicants will use reasonable endeavours to locate Above Ground Apparatus as close</p>  |

| Topic                   | Agreement status   |
|-------------------------|--|
|                         | to the boundaries of fields as is reasonably practicable and will consult with the Grantor (acting reasonably) on the location of any Above Ground Apparatus   |
| Term of Rights          | The Applicants are seeking rights to secure the assets they need to safely build and operate the infrastructure for the projects. Within the DCO and under the compulsory acquisition menu of rights these rights are split between Temporary possession powers, permanent rights in land and the acquisition of freehold. The voluntary agreements that are in negotiation with all affected parties mirror those rights being sought.  |
| Decommissioning         | Requirement 22 of the draft DCO (AS-004) sets out that within 6 months of the permanent cessation of commercial operation, the project must submit a decommissioning plan to the relevant planning authority. At this time, the appropriate decommissioning measures will be set out and agreed. This is set out in the commitment registered CoT36 which confirmed that any plan will include provisions for removal of all onshore above ground infrastructure, if and where relevant and practical. This will be developed with the relevant available guidance at the time.  |
| Construction Programme  | <p>Article 21 of the draft DCO which sets a time limit of 7 years from the date on which the order is made for any CA to be sought through either method of notice to treat or general vesting declaration, following precedent in terms of timing and preventing rights existing over landowner's interests for an unreasonable period of time.</p> <p>Paragraph 2 of this article clarifies that this timeframe does not end the period of temporary possession of land if that possession was taken within the 7 year period. This 7 year period aligns with the 7 year period for implementation of the draft DCO.</p> |
| Easement Corridors      | The Easement Corridors sought by the Project are set out in the Project Description Chapter (AS-024). These will be located within the Order Limits for Project A and Project B and will be confirmed following installation of the cables.  |
| Cable Depth             | The Project Description chapter (AS-024) sets out that each trench would have a typical depth of approximately 1.8 m to the bottom of the trench. This burial depth may be exceeded where the route crosses features such as pipelines and land drains, and it may vary according to ground conditions. Table 3.19 sets out that the indicative target trench depth to the top of the protective tile is 1.2m. This is because the onshore export cables will be buried to a depth where agricultural practices can continue safely.   |
| Water Supplies          | The Applicants commit to maintaining, by diversion or other method where required, existing water supplies to properties or land., these measures will be agreed during the accommodation works discussed with the ALO secured through the Outline Code of Construction Practice.  |
| Surface Water Discharge | An assessment of the potential for increased flood risk arising from additional surface water runoff is presented within section 2.11.3 of Volume 3, Chapter 2: Hydrology and flood risk of the ES (APP-070). An Outline Code of Construction Practice (APP-193) has been prepared and submitted with the application for development consent. The Outline CoCP includes measures in relation to flood risk during the construction phase (which is  |

| Topic | Agreement status   |
|-------|--|
|       | secured via Requirement 8 of Schedules 2A and 2B of the draft DCO (AS-004)). The measures include ensuring that surface water runoff is intercepted and attenuated on site, and that surface water discharges are controlled in quality and volume to ensure there is no increase to flood risk. |

## 1.3 Summary of Consultation

1.3.1.1 Table 1.2 below provides an overview of the consultation undertaken by the Applicants with the NFU during the pre-application phases of the Transmission Assets. Table 1.3 below provides a summary of the consultation undertaken by the Applicants with the NFU during the post-application phases of the Transmission Assets.

**Table 1.2: Summary of pre-application consultation with National Farmers Union**

| Date                                | Form of consultation                                 | Statutory or non-statutory engagement | Summary of consultation  |
|-------------------------------------|--|---------------------------------------|--|
| 12 October 2023 to 23 November 2023 | s.42 consultation                                    | Statutory                             | Statutory consultation for the projects with all parties, comments and submissions received from both affected landowners and the NFU. Landowner meetings were held alongside public information events that all parties were notified of and invited to.  |
| Ongoing from 2022                   | Engagement meetings with affected parties and agents | Non-Statutory                         | Ongoing meetings with landowners and agents to discuss scheme principles and concerns raised by affected parties. These meetings cover such things as, burial depth, practical farming matters, survey access and intrusive works along with the applicants asking questions relating to farming practices to understand likely impacts. |

**Table 1.3: Summary of post-application consultation with National Farmers Union**

| Date    | Form of consultation                                 | Statutory or non-statutory engagement | Summary of consultation   |
|---------|--|---------------------------------------|---|
| Ongoing | Engagement meetings with affected parties and agents | Non-Statutory                         | Ongoing meetings with landowners and agents to discuss scheme principles and concerns raised by affected parties. The NFU have been present at the negotiations of the Heads of Terms with the Land Agents Group and have inputted at various clauses. These meetings cover such things as, burial depth, practical farming matters, survey |

| Date                 | Form of consultation  | Statutory or non-statutory engagement | Summary of consultation   |
|----------------------|---|---------------------------------------|---|
|                      |   |                                       | access and intrusive works along with the applicants asking questions relating to farming practices to understand likely impacts.   |
| 04.12.2024           | Q&A meeting with affected parties, the NFU and the Applicants | Non-Statutory                         | A landowner specific information and question and answer session was held with invites sent to all affected land interests, where the lands team and an engineer were present to discuss concerns with affected parties and answer questions in a group forum. The NFU and many agents acting for those landowners affected were present. |
| 15.05.2025           | Teams meeting   | Non-Statutory                         | Meeting with the NFU to discuss the Statement of Common Ground and the outstanding points of difference.  |
| 01.07.2025           | Teams meeting   | Non-Statutory                         | Meeting with the NFU to discuss progress of the Statement of Common Ground.   |
| August and September | Correspondence  | Non-Statutory                         | Continued engagement through correspondence including phone calls and emails in attempts to progress the SoCG.  |
| 21.10.2025           | Teams meeting   | Non- Statutory                        | Call to finalise the position of the statement of common ground and discuss the outstanding matters   |

## 1.4 Agreement log

1.4.1.1 This section of the SoCG sets out the level of agreement between the parties. For each matter the status is identified as being either agreed, not agreed or an ongoing point of discussion, according to the criteria set out in Table 1.4 below.

**Table 1.4: Position definitions and colour coding**

| Position and colour coding   | Definition of position   |
|------------------------------|--|
| Agreed                       | The matter is considered to be agreed between the parties.   |
| Ongoing point of discussion  | The matter is neither agreed or not agreed and is a matter where further discussion is required between the parties. |
| Not agreed, but not material | The matter is not considered to be agreed between the parties, but is not deemed material                            |
| Not agreed                   | The matter is not considered to be agreed between the parties.   |

1.4.1.2 Table 1.5 set out the level of agreement between the parties for each relevant component of the application (as identified in section 1.1.2).

**Table 1.5: The Level of Agreement between the Applicants and NFU for each relevant component of the application**

| Reference Number | Discussion point  | Applicants' position   | NFU position  | Status |
|------------------|---|--|---|--------|
| NFU. 1           | Impacts on Agricultural Operations<br>Accommodation Works | <p>Engagement continues with affected parties and will do so post examination. Accommodation works will be agreed closer to the time of entry for main works to mitigate the impact of any works on agricultural operations. The location of trenchless crossings are set out within the Crossing Schedules submitted as part of the Application.</p> <p>06.08.2025</p> <p>The Applicants are not aware of any requests for accommodation works made by landowners above those that are already listed within the crossing schedule. The Applicants have produced an assessment setting out potential mitigations which could be put in place following discussions with landowner to mitigate business impacts (Document Reference S_D4_9.3). Agreement and documenting of accommodation works is not appropriate at this stage as business entities and farming practices may change before entry is taken.</p> <p>Trenchless cable installation is not without risk and does not offer mitigation in many instances due to required land take at entry and exit pits.</p> <p>20.10.2025</p> <p>In accordance with the Code of Construction Practice, the ALO will be arranging pre entry meetings with landowners and occupiers regarding the mitigation and accommodation works. Further detail on the timeline of this can be found within the Landowner Engagement Flowchart which indicated these conversations will take place 12-6 months before entry (S_D4_9.3 Annex 9.3 Applicants response to</p> | <p>2<sup>nd</sup> July 2025.</p> <p>NFU concerned that accommodation works need to be agreed now or at least listed as to what may be needed/required for each farm so that they can stay operational during the construction phase. The issue was raised originally regarding direct drilling of cables being agreed where necessary on farm.</p> <p>29.7.25</p> <p>The NFU has now asked members and agents acting if they have any concerns to raise over accommodation works not being agreed until the entry for main works.</p> <p>The NFU understands that the Crossing Schedules submitted to Examiners cover trenchless crossings for roads, utilities etc. The NFU is particularly interested to confirm that were trenchless technique has been requested to cross farmland this has been agreed. NFU is seeking confirmation from agents acting.</p> <p>17.10.25</p> <p>The NFU would like to know when would discussions with landowners take place regarding mitigation accommodation works? Is it when entry is taken?</p> |        |

| Reference Number | Discussion point               | Applicants' position  | NFU position  | Status |
|------------------|--------------------------------|---|---|--------|
|                  |                                | Hearing Action Points: ISH2 38 - Rev F01). The ALO is secured through the Code of Construction Practice (rep5-044) Requirement 8 of Schedules 2A and 2B of the draft DCO (REP5a-018).   |   |        |
| NFU. 2           | Engagement with Land Interests | <p>The Applicants continue to liaise with affected parties through their appointed land agents and have offered, and will continue to offer, meetings with affected parties to discuss site specific points. The Applicants continue to meet with the NFU and affected parties' appointed land agents including where possible the land interests themselves with regards to all agreements required from those land interests.</p> <p>The Applicants held a landowner event on the 2<sup>nd</sup> July at Myerscough college where landowners had the opportunity to book a private with the Applicants to discuss holding specific matters to progress the Heads of Term discussions. This was not an open floor meeting.</p> <p>The Applicants note that the NFU have not been invited or requested by landowners to attend specific Heads of Term meetings.</p> <p>06.08.2025</p> <p>The Applicants acknowledged the previous criticism regarding engagement and following a low uptake on meetings to discuss the Heads of Terms, and felt it was appropriate to offer a session whereby landowners could meet and discuss the proposals with the wider project team. If landowners would rather the Applicants meet on the holding, we would welcome the engagement and will happily facilitate any meeting requested.</p> <p>It was agreed during the LAG meeting on the 7<sup>th</sup> April 2025 that the Heads of term would be more fruitful being negotiated on a holding specific basis from that point onwards. The Applicants have been responding to comments received as soon as practicable following receipt and</p> | <p>2.7.25</p> <p>The NFU is still concerned about the lack of detail landowners and occupiers have regarding the actual construction of the underground cables.</p> <p>The NFU has received no communication of a meeting taking place today at Myerscough this shows a lack of thorough communication.</p> <p>29.7.25</p> <p>The NFU understands that the event held at Myerscough was badly attended by the main landowners impacted, the NFU also understands that comments on heads of terms have been submitted by agents who are now waiting for a responses to be able to progress discussions on the HoTs. Some agents have reported that they submitted queries 3 months ago and are still waiting a response. Other agents have submitted numerous points on the HoTs to be considered and only one of the points has been addressed. This is not communicating and engaging with land agents and their clients.</p> <p>At the CA Hearing on 1<sup>st</sup> August 2025 it was stated that a further meeting will be held at Myerscough for landowners affected, the NFU believes that this may not be attended again by landowners and thinks it would be better if the Applicants were prepared to hold specific meetings with agents to actually agree generic terms which have never been agreed. Generic HoTs were never actually finalised at the last LIG meeting held 7<sup>th</sup> April 2025. A decision was made by the Applicants to send out prepopulated HoTs (V4) to landowners before the generic terms were all agreed and this is now leading to problems.</p> <p>17.10.25</p> |        |



| Reference Number | Discussion point             | Applicants' position  | NFU position  | Status |
|------------------|------------------------------|---|---|--------|
|                  |                              | <p>following the internal governance sign off required for such matters from both applicants. Where clauses that were previously agreed are now being reopened there is significant governance required to justify any change as would be normal practice in contractual negotiations.</p> <p>It would be helpful if NFU could confirm the generic points that remain outstanding as the individual landowner specific comments received from the agents representing these interests are not clear on this point and vary from holding to holding.</p> <p>1-2-1 meetings with landowners and agents continue along with the open forum drop in days. Terms are being progressed with the landowners appointed agents who advise on such matters. The NFU are not a professional advisory body in relation to Heads Of Terms.</p> <p>20.10.2025</p> <p>Populated heads of terms were first issued on the 8<sup>th</sup> November 2024, since then the Applicants have engaged with landowners and their agents on the terms. The Applicants have updated terms where reasonable to do so and reissued for further consideration. It is anticipated the majority of terms which remain outstanding are nearing final amendments and agreement. At the agents and NFU request, the Applicants split out the tenants from the heads of terms with the landowner. Heads of terms for occupiers will be circulated following the return of the heads of terms from the landowner. The Applicants will be issuing terms to tenants imminently where this is the case.</p> | <p>The NFU has been working closely with agents from the beginning of the proposed scheme on behalf of NFU members affected and has always been able to raise issues direct to an applicant on behalf of its farming members.</p> <p>The NFU understands from agents that as of 9<sup>th</sup> October 2025 some had received final HoTs for clients that week and where still waiting to receive some sets of HoTs and accompanying documents for other clients.</p> <p>Agents are telling me that they are requesting draft sets of HoTs for tenants but as of last week 9<sup>th</sup> Oct 2025 nothing has been forthcoming. The NFU would like to see draft HoTs for tenants being sent out as soon as possible.</p> |        |
| NFU. 3           | Soil and Drainage management | The Applicant continues to engage on the matter with affected parties and will continue to throughout construction and reinstatement. The details required are set out and secured under the DCO in the Outline Soil Management   |   |        |

| Reference Number | Discussion point | Applicants' position  | NFU position   | Status |
|------------------|------------------|---|--|--------|
|                  |                  | Plan. For the operational and maintenance phase of the project, the Applicants have committed (CoT11 of Volume 1, Annex 5.3: Commitments register of the ES (AS-030)) to the preparation of detailed Operational Drainage Management Plan(s) which focus on the onshore substations. This is secured via Requirement 20 of Schedules 2A and 2B of the draft DCO (AS-004).   |  |        |
| NFU. 4           | Field Drainage   | <p>The Applicant continues to engage on the matter with affected parties and will continue to throughout construction and reinstatement. For the operational and maintenance phase of the project, the Applicants have committed (CoT11 of Volume 1, Annex 5.3: Commitments register of the ES (AS-030)) to the preparation of detailed Operational Drainage Management Plan(s) which focus on the onshore substations. This is secured via Requirement 20 of Schedules 2A and 2B of the draft DCO (AS-004).</p> <p>The Applicants will consider the wording requested for Deadline 4.</p> <p>06.08.2025</p> <p>The Applicants refer to the wording within the Outline Construction Method Statement (DOC REF) and the Outline Code of Construction Practice (DOC REF) which includes the wording proposed. The Applicants believe this discussion point is now agreed.</p> | <p>The NFU would like to see detailed wording agreed and set out in the Outline Code of Construction. Presently the OCoC only states <i>"In order to manage impacts to field drainage, the outline CoCP stipulates field drainage plans will be developed in consultation with the relevant landowners. If required, additional field drainage will be installed to ensure the existing drainage of the land is maintained during and after construction"</i></p> <p><i>This is far too brief and does not detail exactly what M&amp;M will do. The NFU would like to see the wording it sent to M&amp; M to be agreed and included in the OCoC. This wording has been agreed on other schemes and included in OCoC. The wording requested:</i></p> <p>5.1 <i>Particular care will be taken to ensure that the existing land drainage system is not compromised as a result of construction. Land drainage systems will be maintained during construction and reinstated on completion.</i></p> <p>5.2 <i>The Agricultural Liaison Officer (ALO) will coordinate drainage surveys to establish the existing drainage position including any related farm drainage that may be affected by the scheme.</i></p> <p>5.3 <i>The services of a suitably qualified drainage consultant who will have experience of working in the region, will be employed by the contractor to act as a drainage expert during the detailed design process and liaise</i></p> |        |



| Reference Number | Discussion point | Applicants' position | NFU position  | Status |
|------------------|------------------|----------------------|---|--------|
|                  |                  |                      | <p>with landowners or occupiers (through the ALO) to consult on the pre and post drainage schemes required. This will include the design of any land drainage works required during construction, and on the design and timing of any land drainage works required for the subsequent restoration of the land. This process will take due regard of any local and site-specific knowledge.</p> <p>5.4 Existing agricultural land drains, where encountered during the construction of each phase, will be appropriately marked. The location of drains cut or disturbed by the construction works will be photographed, given a unique number and logged using GPRS coordinates. The actual condition and characteristics (e.g. depth of installation, pipe type and diameter) of the existing drainage will also be recorded upon excavation.</p> <p>5.5 During the construction works, temporary drainage will be installed to intercept existing field drains and ditches to maintain the integrity of the existing field-drainage system during construction. Such measures will also assist in reducing the potential for wet areas to form during the works, thereby reducing the impact on soil structure and fertility. Drainage systems however will not be installed into areas where they are not currently present, e.g. environmental wetlands.</p> <p>5.6 Any field drainage intercepted during construction will either be reinstated following reinstatement of the land or diverted to a secondary channel. Landowners and occupiers will be informed of the design of drainage works required during construction, including: pipe layout, falls, dimensions and outfalls (if required). The drainage would be reinstated in a condition that is at least as effective as the previous condition and will follow best</p> |        |

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|                  |                  |                      | <p><i>practice for field drainage installations taking into account site specific conditions.</i></p> <p>5.7 <i>Where it is reasonable for the reinstatement of drainage to involve works outside of the order limits it will be done subject to the agreement of the landowner.</i></p> <p>5.8 <i>Landowners and occupiers will be provided with the opportunity to inspect land drainage works as they progress, subject to health and safety considerations. Furthermore, records of existing and remedial drainage will be maintained by the contractor with copies provided to the Landowner (and the Occupier, if applicable) following the completion of construction works in each phase.</i></p> <p>5.9 <i>A dispute resolution process will be established including the appointment of a jointly agreed Independent Expert, who shall have at least 5 years experience of dealing with land drainage issues in the region, for drainage design and implementation, if required. Where agreement cannot be reached on the appointment of the expert the matter will be referred to the President of the Institution of Civil Engineers.</i></p> <p>29.7.25</p> <p>Following a meeting with DM the agents for M&amp; M it has been confirmed that the wording for Field Drainage as submitted above has been agreed except for a small change to 5.9 which now states <i>Where agreement cannot be reached the matter will be taken to the appropriate dispute resolution system. This is agreed</i> and it has been stated that this is now included in the Outline Construction Method Statement. The NFU has not yet been able to review the OCMS and understands it will be submitted at Deadline 4 when the NFU will be able to view it.</p> |        |

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|                  |  |  | <p>Once reviewed the NFU is happy to sign off.</p> <p>17.10.25<br/>The NFU has now reviewed the wording on Field Drainage within the OCMS and is happy to agree and sign off.</p>   |        |
| NFU. 5           | The provision of ALO's throughout construction | <p>This requirement is secured in the Code of Construction Practice and so the matter is closed. This commitment is secured through Requirement 8 of Schedules 2A &amp; 2B of the draft Development Consent Order.</p> <p>Discussions on the final detail of this provision will continue but are widely accepted by the agents advising land interests.</p>   | <p>29.9.25<br/>Agreed</p>   |        |
| NFU. 6           | Link Box locations                             | <p>Engagement continues with affected parties and will do so post examination. The position of Link Boxes will be designed at detailed design stage and once done there will be liaison with landowners regarding the locations. These elements are covered in the voluntary heads of terms. The Applicants have submitted a drawing of the link boxes in response to the ExA written question Q12.1.12 figure 1 (S_D3_3)</p> <p>Compensation for the depreciation in land value as a result of the cables and link boxes installed can be claimed for in accordance with the compensation code and this has been clarified in the voluntary agreements.</p> <p>06.08.25<br/>The Applicants confirmed during CAH2 that the detail of the location of the link boxes will not be available until detailed design is completed which is standard industry practice, but they will discuss the locations with affected parties.</p> <p>20.10.2025<br/>The Applicants have confirmed within the Outline Onshore Construction Method Statement (S_D4_11_MMTA_Outline Onshore Construction Method Statement_F02)</p> | <p>2.7.25<br/>The NFU is concerned about the lack of detail forthcoming regarding the link boxes which will be located at ground surface and so impact agricultural operations on a day to basis. M&amp;M have mentioned voluntary heads of terms and at the present time it is not possible to make sure that the disturbance caused by link boxes can be valued correctly. As requested at the ISH the NFU would like to see a diagram/sketch of a link box with measurements and also what is perceived to be the worst scenario of link boxes in a field for both projects.</p> <p>29.7.25<br/>The NFU has been shown the diagram/sketch which has been submitted to ExA written questions Q12.1.12 and this is helpful as it highlights what a link box will look like but it does not answer the request which is for a sketch to show what the worst scenario of link boxes regarding location could be within the Order Limits from both schemes. Landowners need to understand this so that they realise what the impact will be on day to day agricultural operations for their farm business. The NFU is very aware that compensation will be paid for these link boxes but to agree the value of compensation the full impact needs to be understood. This is still outstanding under the Voluntary negotiations and landowners</p> |        |

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|                  |                  | <p>confirms that the location of the joint bays and link boxes will be determined during detailed design, taking into consideration cable specifications requirements, manufacturing tolerances and local terrain constraints (i.e. sharp bends, changes in elevation). Landowners and occupiers will be consulted during this process, and where practicable, JB's and LB's will be sited close to field boundaries or existing access routes to facilitate maintenance access and reduce land impacts.</p>  | <p>raised concerns on this matter at the CA Hearing on 1<sup>st</sup> August 2025. The NFU awaits to receive sketch plans showing likely scenarios of locations of link boxes within the easement strip.</p> <p>17.10.25</p> <p>Agents have confirmed that no further information has been forthcoming and as requested at the issue specific hearing on the 8<sup>th</sup> October the NFU on behalf of its members affected would like the Applicant to provide a sketch diagram highlighting what the worst scenario location of link boxes within a standard rectangle field could look like. This will help all farmers visualise where and how link boxes could be located along the working strips for both schemes. It would also be helpful if the applicant listed all factors which have to be taken into account when the location of a link box is made. The NFU understands the following factors apply</p> <p>1)Length of cables<br/>2) Environmental factors.</p> |        |
| NFU. 7           | Term of Rights   | <p>The Applicants are seeking reasonable rights required to secure the infrastructure for the projects, these rights are sought in perpetuity as is standard across the offshore wind industry and those rights align with the rights the project would be awarded under any consent granted by the Development Consent Order.</p> <p>06.08.2025</p> <p>The Applicants are seeking land rights in accordance with the Planning Act 2008 and aligned with industry standards, and which largely mirror the CA powers being sought. The Applicants have no further comment on this point.</p> <p>05.09.25</p> <p>The Applicants above statement still stands and as we are completing heads of terms on this basis we believe the position is now closed.</p> | <p>2.7.25</p> <p>The NFU disagrees that not all rights by project developers have been taken in perpetuity. It is possible for M&amp;M to agree to a term of 99 years which is well over the lifetime of the project and this would align with what has been agreed by other developers for other underground cables linking to an offshore wind farm under a voluntary agreement.</p> <p>29.7.25</p> <p>The above statement still stands and the NFU believes that M &amp; M are requiring rights for a term that they do not need.</p>  |        |

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| NFU. 8           | Decommissioning        | <p>The Applicants will implement a suitable decommissioning plan as agreed with the relevant planning authority. At this time, the appropriate decommissioning measures will be set out and agreed. Requirement 22 within the DCO states: (1) Within six months of the permanent cessation of commercial operation of the Project B onshore works, an onshore decommissioning plan must be submitted to the relevant planning authority for approval unless otherwise agreed in writing by the relevant planning authority. (2) The relevant planning authority must provide its decision on any onshore decommissioning plan submitted under sub-paragraph (1) within three months of submission of each plan unless otherwise agreed in writing between the relevant planning authority and the undertaker. 70 (3) Any decommissioning plan approved under this requirement must be implemented as approved.</p> <p>20.10.2025</p> <p>The Applicants position remains as per the above, a Decommissioning plan will be created as per commitment 36 of the commitment register (REP5-027) which sets out that the Applicants will prepare a suitable decommissioning plan at the required time. Where evidence is provided that leaving below ground infrastructure will disrupt farming activities, once decommissioned the applicants will seek to remove where feasible.</p> | <p>2.7.25</p> <p>The NFU would like confirmation that it has been agreed that any infrastructure which is at a depth of less than 0.9metres from the restore surface of the Easement Stirp will be removed at decommissioning? This is so that normal agricultural operations can take place without interference.</p> <p>29.7.25</p> <p>The NFU understands exactly what the Applicants have replied with highlighting Requirement 22 and further to the CA Hearing on 1<sup>st</sup> August understands that the request to remove any infrastructure from ground level to 0.9m below has been agreed under the voluntary HoTs.</p> <p>The NFU would like to see this wording agreed in one of the outline documents within the DCO so that it is picked up and included in any decommissioning plan. This is as requested at the CA hearing on 1<sup>st</sup> August 2025.</p> <p>17.10.25</p> <p>This request still stands and was raised again at the hearing on the 8<sup>th</sup> October 2025.</p> |        |
| NFU. 9           | Construction programme | <p>The Applicants have responded to ExA question 1.1.3 and 1.1.8 regarding the construction scenarios which provides clarification on this matter.</p> <p>20.10.2025</p> <p>The Applicants note the inclusion of Requirement 25 and proposal for a Construction Coordination Working Group (CCWG). The Applicants confirm that the build-out period (with</p>   | <p>2.7.25</p> <p>The NFU is concerned about the length of the construction period which if built out at separate times and with a gap could lead to a construction timeframe of 11years. Agricultural businesses are not going to be able to sustain disruption for 11 years. M&amp;M need to more to guarantee that this construction scenario would be a last resort.</p>  |        |

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|                  |                  | <p>the maximum 4 year gap, is 10 years. Requirement 25 and the implementation of the CCWG aims to facilitate information sharing, not to constrain delivery flexibility, which is essential to secure funding and to ensure project viability.</p> | <p>29.7.25</p> <p>The NFU would like to highlight that two of the schemes highlighted in the Applicants answers to EXA questions 1.1.3 and 1.1.8 being Hornsea 3 and 4 are actually individual schemes so not two different developers which could start construction at completely different times on a farm business within the 7 year period.</p> <p>Further the following issues have been highlighted:</p> <p><i>This level of flexibility, including the four year construction gap, is required due to external dependencies and inherent uncertainties associated with the projects including supply chain, project financing and the Contracts for Difference (CfD) process.</i></p> <p><i>Limiting this period would increase the risk that one or both projects are unable to reach a viable route to market within the permitted timeframe, thereby threatening the deliverability of the projects and significant new clean energy capacity in accordance with the NPs and the Government's Clean Energy Strategy.</i></p> <p>If these are realistic issues the NFU would like to know what M &amp; M is doing to raise these issues with Government and are they explaining to Government that it is too difficult for the two applicants to construct laying the cables for both projects at the same time and so no coordination is taking place between the two applicants other than one application to the Planning Inspectorate for one examination. The impact on farm businesses with both applicants being able to build out at separate times is actually the impact of two completely separate projects impacting the same land due to both schemes running parallel to each other. This could lead to a far greater impact on farm businesses which some will not be able to sustain.</p> <p>The NFU believes that it is essential that M &amp; M do more to reduce this maximum timeframe for building out. The NFU would like to hold a meeting with both applicants to discuss this further.</p> |        |



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|                  |                    |   | <p>17.10.25</p> <p>The NFU still has concerns about the timeframe for construction as raised at the Issue Specific Hearing 8<sup>th</sup> Oct 2025. The NFU as highlighted at the hearing is pleased to see that Requirement 25 Onshore collaboration places an obligation on each of the Applicants to engage with the other prior to submission of any plans, documents, schemes or other details for approval under the DCO requirement. That the Applicants have recognised the benefits of coordination and that they have adopted a Construction Coordination Working Group (CCWG) and that this will provide a forum for post -consent engagement between the Applicants and the local planning authorities. This hopefully will help with some coordination if and when the DCO is approved but the NFU as stated at the hearing believes that this still does not address the issue of the worst case scenario for build out of the two schemes which could be 11 years and as stated and requested at the hearing the NFU believes that this scenario for construction should only be able to happen as a last resort and if there are exceptional reasons that mean the construction method of building out each scheme separately with a gap of 4years is required. The NFU would like to see this as a requirement within the DCO as the Applicants should be doing all they can to make sure that construction of the schemes can take place together or sequentially with no gap between the construction of each scheme.</p> |        |
| NFU. 10          | Easement Corridors | Where possible the easement corridors will abut but the Applicants are not in a position to commit to this outright at this time. Any strip of land between the easements where they do not abut would be retuned as farm land, as with the land affected by the easement rights. This is standard practice across utilities and land rights. | <p>2.7.25</p> <p>The NFU would like to see M &amp; M guarantee that the two easement corridors will abut so that there is not a strip of land impacted which runs between the two easement strips.</p> <p>29.7.25</p> <p>The comments above still stand.</p>   |        |
| NFU. 11          | Hillhouse Route    | This is not a matter for this for this SoCG as the asset refereed to is not part of this application or assessment,   | <p>2.7.25</p> <p>The NFU would like clarification as to whether if the Hillhouse Route had been</p>  |        |

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|                  |                  | that would fall to the transmission system operator and as such the applicants are not able to answer this point.  | <p>chosen would the existing overhead line that runs to Penwortham Substation be able to take the electricity generated from the offshore windfarms.</p> <p>17.10.25</p> <p>The NFU confirms that it has seen the response from National Grid ET to this proposed route.</p>   |        |
| NFU. 12          | Cable depth      | <p>The Project Description chapter (AS-024) sets out that the indicative target trench depth to the top of the protective tile is 1.2m unless there are exceptional ground conditions.</p> <p>06.08.2025</p> <p>The Applicants cannot commit for where there are engineering difficulties as this could make the project undeliverable. In the event the cable depth is shallower than 1.2m, the Applicants will discuss compensation with the landowners in accordance with the compensation code.</p> <p>20.10.2025</p> <p>The Applicants are undertaking intrusive ground investigation surveys to better understand the ground conditions. The Project Description chapter (REP5-025) sets out that each trench would have a typical depth of approximately 1.8 m to the bottom of the trench. This burial depth may be exceeded where the route crosses features such as pipelines and land drains, and it may vary according to ground conditions.</p> <p>Table 3.19 sets out that the indicative target trench depth to the top of the protective tile is 1.2m. This is because the onshore export cables will be buried to a depth where agricultural practices can continue safely.</p> | <p>2.7.25</p> <p>Exceptional ground conditions which leads to engineering reasons and then the cables will be set to a depth of no less than 0.9m to the top of the protective tile.</p> <p>17.10.25</p> <p>The NFU believes strongly that the Applicants do have to guarantee that cables will be at a depth of no less than 0.9m to the protective tile even where there are engineering reasons. If not the cables will interfere with day-to-day agricultural operations. The NFU would like to know if the Applicants have concerns if there is an area of land where soil conditions may be difficult?</p> |        |
| NFU. 143         | Water Supplies   | The Applicants commit to maintaining, by diversion or other method where required, existing water supplies to properties or land, these measures will be agreed during the accommodation works discussed with the ALO secured  | <p>2.7.25</p> <p><i>The NFU would like to see more detailed wording agreed on water supplies. Wording requested:</i></p>   |        |



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|                  |                  | <p>through the Outline Code of Construction Practice.</p> <p>The Applicants will consider the wording requested for Deadline 4.</p> <p>06.08.2025</p> <p>The Applicants refer to the wording within the Outline Construction Method Statement (DOC REF) which includes the wording proposed. The Applicants believe this discussion point is now agreed.</p> | <p>7.1 <i>Where an existing mains or private water supply to a farm is adversely and directly affected by the construction of the Scheme, the main works contractor shall, if requested by the farmer or landowner to do so, provide or procure or meet the reasonable cost of the provision of an alternative supply of water (the form and type of which shall be at the contractor's option). Where the supply is affected temporarily by the construction of the Scheme, then the alternative supply need only be supplied for the period during which it is affected.</i></p> <p>7.2 <i>Where a request is made by the farmer or landowner for a permanent supply due to permanent severance of the existing supply caused by the construction of the Scheme, the main works contractor shall, where provision of an alternative means of supply can be demonstrated by the land owner/farmer to be reasonably required for his business, provide or procure or meet the reasonable cost of a permanent means of alternative supply of water (the form and type (either borehole or mains supply) shall be at the contractor's option).</i></p> <p>29.7.25</p> <p>As with the wording for field drainage, the NFU understands that this wording has been agreed and is waiting to the document in question, once reviewed the NFU will be happy to agree and sign off.</p> <p>17.10.25</p> <p>The NFU can confirm that the wording above has been agreed and is in the Outline Onshore Construction Method Statement. Agreed and signed off.</p> |        |

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| NFU. 14          | Surface Water Discharge | <p>The Outline Surface and Groundwater Management Plan (APP-202) which forms part of the Outline Code of Construction Practice (oCoCP) (APP-193) sets out measures to manage surface water runoff and site drainage from construction to minimise the pollution risk to waterbodies.</p> <p>Sustainable Drainage Systems (SuDS) will be used, where practicable, to ensure no increase in surface water runoff rates or volumes from the temporary construction compounds to surrounding land drainage ditches and to manage surface water flood risk.</p> <p>06.08.2025</p> <p>Over pumping to dewater trenches is a safe standard practice in construction of linear schemes and where and if required the applicants will ensure that the operation is carried out with appropriate pollution and mitigation protocols.</p> | <p>2.7.25</p> <p>The NFU and land agents have raised concerns over discharge of water direct on to land as concerned about damage to crops and grassland outside the construction area. Any connection into existing drainage, landowners must be notified.</p> <p>29.7.25</p> <p>As raised by the NFU at the ISH on 29.7.25 SuDs will only be able to be used around the construction compounds, the NFU would like confirmation that no surface water will be pumped onto open land from the cable route and that all surface water will be drained into an existing drain (agreed with the landowner) or pumped and taken away.</p> |        |