

**APPLICATION BY MORGAN OFFSHORE WIND LIMITED AND MORECAMBE
OFFSHORE WINDFARM LIMITED FOR DEVELOPMENT CONSENT FOR THE MORGAN
AND MORECAMBE OFFSHORE WIND FARMS TRANSMISSION ASSETS
DEADLINE 7 SUBMISSION 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.

I make this Deadline 7 Submission as a minor update to my Summary of Negotiations with Applicants at Appendix 1 of my Deadline 6 Submissions ([REP6-210](#)), to include the details of subsequent meetings held with the Applicants on:

- 27 October 2025; and
- 28 October 2025.

This submission therefore represents a fulsome record of the negotiations between my clients and the Applicant at the close of the Examination.

Peter Roberts

29 October 2025

| DATE | EVENT | APPLICANT'S CONTACTS | EMAIL EXTRACTS AND/OR COMMENTS |
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| 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. Dalcour Maclaren also offered consultants fees of £160 p/h for Director level. 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</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. 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 the 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 way forward in terms of delivery, compensation for loss and mutual benefits/savings in terms of maintenance easements, cable routes etc. I have similarly requested DWG versions of the Windfarm proposals as originally drafted. We are happy to set up an engineer's meeting with my colleague ██████████ to discuss the technical aspects and requirements"</i> |

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| 05/12/2024 | Heads of Terms issued to Airport by the Applicant | | <p>Main Points:</p> <ol style="list-style-type: none"> 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 | | <p>Only material amendments are:</p> <ol style="list-style-type: none"> 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.) <p>No movement by the Applicant in respect of allowing the Solar Farm</p> |
| 03/04/2025 | PR [REDACTED] for the Council, BAPL and Airport) email to Applicants | [REDACTED] | <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> <ol style="list-style-type: none"> 1)I understand that there are proposed to be 4 x 400KV and 2 x 132 KV cables crossing this site. <ol style="list-style-type: none"> 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: <ol style="list-style-type: none"> 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? |
| 04/04/2025 | PR email to Applicants | [REDACTED] | <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:</p> <p>"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."</p> <p>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.</p> <p>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.</p> |
| 10/04/2025 | PR email to Applicants | [REDACTED] | <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> |

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| 22/04/2025 | Response to PR from [REDACTED] [REDACTED] (Applicants) | [REDACTED] [REDACTED] [REDACTED] [REDACTED] | <p>Main points of response were:</p> <p>"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.</p> <p>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 | [REDACTED] [REDACTED] [REDACTED] [REDACTED] | <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."</p> <p>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 :</p> <p>a)the cables are buried at a depth where there is no consequential sterilisation of the surface; and</p> <p>b)your client agrees to relocate the cables as and when they interfere with any future development: and</p> <p>c)your client is obliged to remove the cables on expiry of the immediate scheme underpinning the DCO (i.e., 35 years)...</p> <p>...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.</p> <p>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.</p> <p>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] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | <p>"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). "</p> |
| 28/04/2025 | Response from PR to [REDACTED] [REDACTED] Applicants) | [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | <p>" 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."</p> |
| 28/04/2025 | [REDACTED] (Applicants) email to PR | [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | <p>"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."</p> |

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| 28/04/2025 | PR email to [REDACTED] [REDACTED] (Applicants) | [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | <p>"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.</p> <p>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.</p> <p>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."</p> |
| 28/04/2025 | [REDACTED] (Applicants) email to PR | [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | <p>"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."</p> |
| 28/04/2025 | PR email to [REDACTED] (Applicants) | [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | <p>"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 [REDACTED] dated 9 August 2024 suggests not.</p> <p>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.</p> <p>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</p> |
| 29/04/2025 | [REDACTED] (Applicants) email to PR | [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | <p>"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...</p> <p>...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."</p> |
| 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 [REDACTED] (Applicants) | [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] | Without Prejudice email setting out the Council, BAPL and Airport's land terms |
| 09/05/2025 | [REDACTED] (Applicants) email to PR | [REDACTED] | <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> |
| 13/05/2025 | PR email to [REDACTED] [REDACTED] (Applicants) | [REDACTED] [REDACTED] | 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 |

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| 14/05/2025 | ██████████ (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 ██████████ (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 |
| 23/07/2025 | PR email to ██████████ (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 ██████████ | ██████████ ██████████ ██████████ | "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 | ██████████ (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 ██████████ (DM) to PR | | <p>Main points: -</p> <ol style="list-style-type: none"> 1. The Project cannot agree to Protective Provisions 2. The Project will not agree to not use CA powers against the Council or Airport 3. The Project will only agree a final lump sum payment without any rights to claim further compensation - However, no financial offer on table 4. The Project insists on surface restrictive covenants but is unable to provide drafting thereof 5. The Projects require the ability to assign the agreements without the consent of the Airport or Council 6. Neither the Council or the Airport may make any planning applications <p>No progress made in respect of cooexistence of the Wind and Solar Farms</p> |
| 30/07/2025 | Email PR to ██████████ (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 | ██████████ (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 | ██████████ (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?" |

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| 05/08/2025 | PR email to [REDACTED] (DM) | [REDACTED] [REDACTED] | <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 |
| 28/08/2025 | Meeting at Council Offices | | See email from PR to [REDACTED] dated 12/9/25 as set out below for summary of meeting |
| 03/09/2025 | Email from [REDACTED] (Applicants) to PR | [REDACTED] | "I'm aiming to issue some notes of the meeting with all of the agreed actions too. " (These are still awaited) |
| 09/09/2025 | [REDACTED] email to Applicants | [REDACTED] [REDACTED] [REDACTED] | "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 [REDACTED] (DM) | [REDACTED] | <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> <ol style="list-style-type: none"> 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 [REDACTED]. 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. 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. 3. Temporary yard on beach – Are you going to provide Heads of Terms and financial proposal? 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? 5. When will you provide the UXO and SI data requested by [REDACTED] <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</p> |
| 25/09/2025 | PR email to [REDACTED] (Applicants) | [REDACTED] [REDACTED] [REDACTED] [REDACTED] | <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> |
| 25/09/2025 | Response to PR email by [REDACTED] (DM) | [REDACTED] [REDACTED] [REDACTED] [REDACTED] | "Thank you for your email. [REDACTED] 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 [REDACTED] (DM) | [REDACTED] [REDACTED] [REDACTED] [REDACTED] | "Please see attached [the shapefiles referred to by [REDACTED]] – 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 [REDACTED] previously and again in May." |
| 26/09/2025 | Email from PR to Applicant | [REDACTED] [REDACTED] [REDACTED] [REDACTED] | <p>"As you are aware, [REDACTED] 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. 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> |

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| 16/10/2025 | ██████████ (DM) email to PR | ██████████ ██████████ ██████████ ██████████ ██████████ ██████████ | <p><i>"Thank you for your emails to ██████████ 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.</i></p> <p><i>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.</i></p> <p><i>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:</i></p> <ol style="list-style-type: none"> <i>1. Cable Restrictions in the Solar Farm</i> <i>2. Protective Provisions</i> <i>3. Use of CA Powers</i> <i>4. Assignment</i> <i>5. Planning objections.</i> <p><i>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.</i></p> |
| 16/10/2025 | PR email response | ██████████ ██████████ ██████████ ██████████ ██████████ ██████████ | <p><i>"Oliver</i></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</i></p> |
| 21/10/2025 | Teams meeting between Council, BAPL, Airport and Council | ██████████ ██████████ ██████████ ██████████ ██████████ ██████████ | <p>Teams meeting held with representatives of both Applicants including ██████████ 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>██████████ 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</p> |

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| 27/10/2025 | Teams meeting between Council, BAPL, Airport and Council | ██████████ ██████████ | An engineering discussion in which the Applicants shared a plan with handwritten annotations showing a potential permanent exclusion area for two jointing bays. They undertook to provide a revised plan to the Council by close of play for sharing with the Council's engineers so that they could consider a redesign. No real progress in respect of the temporary construction compounds. |
| 28/10/2025 | Teams meeting between Council, BAPL, Airport and Council | ██████████ ██████████ ██████████ ██████████ ██████████ | <p>The position in respect of each key area was as follows:</p> <p>Starr Gate</p> <p>██████████ (for the Council) acknowledged receipt of the Applicants' Heads of Terms received late the previous evening. ██████████ questioned why the Applicants had issued a brand new set of terms and pointed out that they omitted key issues that had been set out in the Council's Heads. These issues are: the Council's costs are subject to written agreement by the Applicants - not agreed, the Applicants want a 5 day notice period - not agreed, the Applicants terms prevent access being taken by anyone other than the Applicant - not agreed, the Applicants wish to cap the Council's costs of dealing with the access issues - not agreed, the Applicants want the right to appoint an Independent Expert without the agreement of that person by the Council - not agreed. The deleted items required by the Council are: access must be available to all including emergency services, vulnerable persons and staff at the Starr Gate tram depot, a photographic schedule must be agreed prior to entry by the Applicants, the Council require full indemnities for claims resulting from the Applicants' use of the access and the written trigger notice must provide minimum standard of information.</p> <p>Sand Dunes</p> <p>The Applicants are not yet in a position to issue Heads of Terms - anticipated by the end of the week commencing 27 October 2025.</p> <p>Airport Curtilage</p> <p>Difficult to progress Heads of Terms when engineering/design issues still being explored - however a separate meeting with Dalcour Maclaren may be helpful</p> |