

DATED

6 May

2022

EAST SUFFOLK COUNCIL

- and -

SUFFOLK COUNTY COUNCIL

- and -

NNB GENERATION COMPANY (SZC) LIMITED

SECOND DEED OF VARIATION
relating to Sizewell C, Suffolk

Herbert Smith Freehills LLP

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THIS DEED is dated the

6

day of

May

2022

BETWEEN:

- (1) **EAST SUFFOLK COUNCIL** of East Suffolk House, Station Road, Melton, Woodbridge, England IP12 1RT ("**East Suffolk Council**"); and
- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, England IP1 2BX ("**Suffolk County Council**"); and
- (3) **NNB GENERATION COMPANY (SZC) LIMITED** whose registered office is at 90 Whitfield Street, London, England W1T 4EZ (Company Number 09284825) ("**SZC Co**").

RECITALS

- (1) SZC Co submitted the Application to the Secretary of State for development consent to construct and operate the Project.
- (2) The Secretary of State is responsible for determining the Application.
- (3) East Suffolk Council, Suffolk County Council and SZC Co entered into the Original Deed to secure the performance of the obligations contained therein.
- (4) East Suffolk Council, Suffolk County Council and SZC Co entered into the First Deed of Variation to vary a definition in the Original Deed so as to clarify that certain works associated with ecological mitigation and wetland establishment for marsh harrier (to the extent they are material operations) fell within the definition of Preparatory Works and therefore carrying out these works would not constitute Commencement.
- (5) East Suffolk Council, Suffolk County Council and SZC Co have agreed to enter into this Deed in order to secure the performance of obligations relating to the noise and vibration impacts of Sizewell C construction traffic on the B1122 and to correct minor typographical errors.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Save where expressly stated otherwise, words and expressions used in this Deed (including in the Recitals) will have the same meaning as defined in the Original Deed.

1.2 In this Deed the following words and expressions shall have the meanings assigned unless stated otherwise:

"**Deed**" means this agreement;

"**First Deed of Variation**" means the deed of variation dated 13 April 2022 made between (1) East Suffolk Council (2) Suffolk County Council and (3) SZC Co; and

"**Original Deed**" means the deed of obligation dated 8 October 2021 made between (1) East Suffolk Council (2) Suffolk County Council and (3) SZC Co as varied by the First Deed of Variation.

2. LEGAL EFFECT

2.1 This Deed is made pursuant to section 1 of the Localism Act 2011 and section 111 of the Local Government Act 1972 and all other powers so enabling and is executed by the respective parties as a Deed.

3. DATE OF DEED COMING INTO FORCE

3.1 This Deed shall come into effect on the date hereof.

4. VARIATION OF THE ORIGINAL DEED

4.1 The Original Deed shall remain in full force and effect, save as varied by this Deed.

4.2 The following paragraph shall be inserted into Schedule 12 of the Original Deed immediately after Schedule 12, Paragraph 2:

"3 B1122 VIBRATION SCHEME

3.1 From on or before Commencement until one year after the opening of the Sizewell Link Road to the public, SZC Co shall implement and observe the provisions of the B1122 vibration scheme appended to this Deed at Annex AC."

- 4.3 Schedule 16, Paragraph 5.4.3 of the Original Deed shall be deleted and replaced with the following:

"5.4.3 SZC Co will provide updates to the Transport Review Group in relation to the progress of the design and implementation of the Marlesford and Little Glemham Scheme and submit the Marlesford and Little Glemham Scheme for Suffolk County Council's approval in accordance with the Local Transport Programme."

- 4.4 Schedule 16, Paragraph 5.5.3 of the Original Deed shall be deleted and replaced with the following:

"5.5.3 SZC Co will provide updates to the Transport Review Group in relation to the progress of the design and implementation of the B1125 Scheme and submit the B1125 Scheme for Suffolk County Council's approval in accordance with the Local Transport Programme."

- 4.5 Schedule 16, Paragraph 5.6.3 of the Original Deed shall be deleted and replaced with the following:

"5.6.3 SZC Co will provide updates to the Transport Review Group in relation to the progress of the design and implementation of the Yoxford Scheme and submit the Yoxford Scheme for Suffolk County Council's approval in accordance with the Local Transport Programme."

- 4.6 Schedule 16, Paragraph 7.4 of the Original Deed shall be deleted and replaced with the following:

"7.4 SZC Co's maximum liability under paragraphs 7.1 to 7.3 of this Schedule 16 shall be £585,133."

- 4.7 The following sub-paragraphs shall be inserted into Paragraph 7 of Schedule 16 of the Original Deed immediately after Schedule 16, Paragraph 7.4:

"7.5 On or before Commencement, SZC Co shall:

7.5.1 agree with Suffolk County Council an appropriate specification for:

(a) the surface condition of the B1122 within the Maintenance Area on the plan in Part A of Annex Z; and

(b) the soundness of any gullies, catchpits or manholes on the B1122 within the Maintenance Area on the plan in Part A of Annex Z,

so as to mitigate any likely noise or vibration impacts caused by the use of the B1122 within the Maintenance Area on the plan in Part A of Annex Z by the Sizewell C construction traffic; and

7.5.2 undertake a visual condition survey of the surface of the B1122 within the Maintenance Area on the plan in Part A of Annex Z and provide the results of this survey to Suffolk County Council; and

7.5.3 in the event that the results of the survey carried out pursuant to paragraph 7.5.2 demonstrate that the surface of any part of the B1122 within the Maintenance Area on the plan in Part A of Annex Z falls below the specification agreed pursuant to paragraph 7.5.1, request in accordance with Article 11 of the Development Consent Order the consent of the street authority (which shall not be unreasonably withheld) to carry out such resurfacing or remediation works as are required by Suffolk County Council to bring the surface of the relevant part of the B1122 to the specification agreed pursuant to paragraph 7.5.1.

7.6 Subject to the consent requested pursuant to paragraph 7.5.3 being granted by the street works authority or consent being deemed in accordance with Article 11 of the Development Consent Order, SZC Co shall carry out and complete the consented resurfacing or remediation works within three months of Commencement.

7.7 SZC Co's maximum liability under paragraph 7.6 shall be:

length of resurfacing works (in kilometres) x £120,000"

- 4.8 The 'List of Plans and Annexures' at pages 165 and 166 of the Original Deed shall be deleted and replaced with the 'List of Plans and Annexures' in Schedule 1 of this Deed.
- 4.9 The following paragraphs shall be inserted into Part A of Annex C of the Original Deed immediately following Annex C, Part A, paragraph 98, with the paragraphs of Part B of Annex C re-numbered accordingly:
- "99. Schedule 12, paragraph 3 (B1122 Vibration Scheme)
100. Schedule 16, paragraph 7.5 (B1122 Specification and Condition Survey)"
- 4.10 The 'B1122 Vibration Scheme' in Schedule 2 of this Deed shall be inserted as Annex AC of the Original Deed.

5. RIGHTS OF THIRD PARTIES

- 5.1 It is not intended that any person who is not a party to this Deed shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

6. JURISDICTION

- 6.1 This Deed including its construction, validity, performance and enforcement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 6.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non contractual disputes or claims).

7. COUNTERPARTS

- 7.1 This Deed may be executed in any number of counterparts, each of which is an original and all of which may together evidence the same agreement.

8. DELIVERY

- 8.1 This Deed is delivered on the date of this Deed.

IN WITNESS whereof the Parties hereto have executed this Deed on the day and year first before written.

The **COMMON SEAL** of **EAST SUFFOLK COUNCIL** was hereunto affixed in the presence of:

)
)
)
[Redacted signature area]



Authorised signatory

The **COMMON SEAL** of **SUFFOLK COUNTY COUNCIL** was hereunto affixed in the presence of:

)
)
)

[Redacted signature area]



Authorised signatory

Executed as a Deed by **NNB GENERATION COMPANY (SZC) LIMITED** acting by Humphrey Cadoux-Hudson in the presence of

[Redacted signature area]
(Signature of director)

[Redacted name]
.....
(Name of witness)

... [Redacted address line]

... [Redacted address line]

.....
(Address of witness)

[Redacted signature]

(Signature of witness)

SCHEDULE 1
REPLACEMENT LIST OF PLANS AND ANNEXURES

LIST OF PLANS AND ANNEXES

Plans	
Plan 1A(a)-(b)	SZC Development Site Plan
Plan 1B	Accommodation Campus Site Plan
Plan 1C	Leiston Sports Facilities Site Plan
Plan 1D	Rail Development Site Plan
Plan 1E	Freight Management Facility Site Plan
Plan 1F	Northern Park and Ride Site Plan
Plan 1G(a)-(d)	Sizewell Link Road Site Plans
Plan 1H	Southern Park and Ride Site Plan
Plan 1I(a)-(b)	Two Village Bypass Site Plans
Plan 1J(a)-(d)	Yoxford roundabout and other highway improvement works Sites Plans
Plan 1K	Benhall Site Plan
Plan 1L	Halesworth Site Plan
Plan 1M	Pakenham Site Plan
Plan 1N	Marsh Harrier Habitat Improvement Site Plan
Plan 2	Natural Environment Improvement Area
Plan 3	Aldhurst Farm Plan
Plan 4	MMP for Minsmere Area
Plan 5	MMP for Sandlings (Central) Area
Annexures	
Annex A	Figure 1: Visual representation of Governance structure
Annex B	Draft Deed of Covenant
Annex C	Pre-Commencement Obligations
Annex D	Financial Contributions Table
Annex E	Health and Wellbeing: Key Performance Indicators
Annex F	SZC Supply Chain Work Plan
Annex G	The B1122 Properties
Annex H	Implementation Plan
Annex I	Marine Technical Forum Terms of Reference

Annex J	Operational Travel Plan Principles
Annex K	Construction Traffic Management Plan
Annex L	Construction Worker Travel Plan
Annex M	Traffic Incident Management Plan
Annex N	B1125 Scheme
Annex O	Contingent Effects
Annex P	B1078 Road Safety Improvements
Annex Q	B1122 Early Years Scheme
Annex R	Leiston Scheme
Annex S	Marlesford and Little Glemham Scheme
Annex T	Wickham Market Scheme
Annex U	MMP for Minsmere – Walberswick and Sandlings (North)
Annex V	MMP for Sandlings (Central) and Alde-Ore Estuary
Annex W	Noise Mitigation Scheme
Annex X	Yoxford Scheme
Annex Y	Leiston Cycling and Walking Improvements
Annex Z	Maintenance Area
Annex AA	Policing KPIs
Annex AB	Informal Recreation and Green Space Proposals
Annex AC	B1122 Vibration Scheme

SCHEDULE 2

ANNEX AC

ANNEX AC
B1122 VIBRATION SCHEME

B1122 VIBRATION SCHEME

1. INTRODUCTION

- 1.1 This document sets out the Vibration Scheme that SZC Co must implement and apply in respect of the use of the B1122 by Sizewell C construction traffic prior to the opening of the Sizewell Link Road.
- 1.2 This Vibration Scheme is a Level 1 compliance document that is secured by Schedule 12 of the Deed of Obligation (as varied from time to time). It is secured and legally enforceable.
- 1.3 For the purposes of this document the term SZC Co refers to NNB Nuclear Generation (SZC) Limited (or any other undertaker as defined by the draft DCO (Doc Ref. 3.1(I))), its appointed representatives and the appointed construction contractors.
- 1.4 In this document, the word "Owner" means a person with a freehold interest in the B1122 Property and/or a person with a leasehold interest in the B1122 Property (as relevant).

2. INITIAL STRUCTURAL CONDITION SURVEY

- 2.1 On or before Commencement, SZC Co must issue an offer letter to each of the B1122 Properties for the attention of the Owner inviting the Owner to participate in the Vibration Scheme.
- 2.2 This offer letter will be conditional upon the Owner of the relevant B1122 Property:
 - a. confirming that they wish to proceed; and
 - b. agreeing to allow survey access to their B1122 Property by SZC Co's appointed surveyors.
- 2.3 The offer letter must include details of reasonable proposed alternative timings for this survey from which the Owner may choose.
- 2.4 The Owner shall be required to sign and return a copy of the offer letter within a period of 28 days of the date of the offer letter.
- 2.5 If the Owner of the B1122 Property declines the offer letter or does not provide its written acceptance to SZC Co in accordance with any notification requirements contained in the offer letter within 28 days of the date of the offer letter, there will be no further obligation on SZC Co in respect of that B1122 Property in connection with this Vibration Scheme.
- 2.6 Following receipt of written acceptance of the offer letter, SZC Co must procure that the appointed surveyor visits the B1122 Property and, subject to access being granted, carries out a structural condition survey to assess the B1122 Property.
- 2.7 Where the Owner does not grant access to the surveyor, there will be no further obligation on SZC Co in respect of that B1122 Property in connection with this Vibration Scheme.
- 2.8 SZC Co must instruct the surveyor to provide SZC Co and the Owner of the relevant B1122 Property with a copy of the findings of the survey.
- 2.9 The surveyor must act reasonably at all times and in accordance with the requirements of their professional body. All relevant records pertaining to the survey must be retained for audit purposes and made available for review if required by written request from ESC or SCC or SZC Co.

3. SECOND STRUCTURAL CONDITION SURVEY

- 3.1 Within six months of the opening of the Sizewell Link Road to the public, SZC Co must issue the Owners of each of the B1122 Properties for which an initial survey was undertaken (pursuant to paragraph 2.6 of this document) with a second offer letter inviting the Owners to continue to participate in the Vibration Scheme.
- 3.2 This offer letter will be conditional upon the Owner of the relevant B1122 Property:
 - a. confirming that they wish to proceed; and
 - b. agreeing to allow survey access to their B1122 Property by SZC Co's appointed surveyors.

- 3.3 The offer letter must include details of proposed alternative timings for this survey from which the Owner may choose.
- 3.4 The Owner shall be required to sign and return a copy of the offer letter within a period of 28 days of the date of the offer letter.
- 3.5 If the Owner of the B1122 Property declines the offer letter or does not provide its written acceptance to SZC Co in accordance with any notification requirements contained in the offer letter within 28 days of the date of the offer letter, there will be no further obligation on SZC Co in respect of that B1122 Property in connection with this Vibration Scheme.
- 3.6 Following receipt of written acceptance of the offer letter, SZC Co must procure that the appointed surveyor visits the B1122 Property and, subject to access being granted, carries out a second structural condition survey to assess the B1122 Property.
- 3.7 Where the Owner does not grant access to the surveyor, there will be no further obligation on SZC Co in respect of that B1122 Property in connection with this Vibration Scheme.
- 3.8 SZC Co must instruct the surveyor to provide SZC Co and the Owner of the relevant B1122 Property with a copy of the findings of the second survey.
- 3.9 The surveyor must act reasonably at all times and in accordance with the requirements of their professional body. All relevant records pertaining to this survey must be retained for audit purposes and made available for review if required by written request from ESC or SCC or SZC Co.

4. STRUCTURAL REMEDIATION WORKS

- 4.1 Where the second structural condition survey (undertaken pursuant to paragraph 3.6 of this document) does not identify any defects that were not apparent in the initial survey (as undertaken pursuant to paragraph 2.6 of this document), there will be no further obligation on SZC Co in respect of that B1122 Property in connection with this Vibration Scheme.
- 4.2 In the event that the second structural condition survey (undertaken pursuant to paragraph 3.6 of this document) identifies defects that were not apparent in the initial survey (as undertaken pursuant to paragraph 2.6 of this document), SZC Co must investigate the cause of such defects as soon as reasonably practicable and in any event within 2 (two) months of the relevant second structural condition survey being provided to SZC Co and the Owner of the relevant B1122 Property (subject to the Owner agreeing to allow access to the relevant B1122 Property).
- 4.3 Unless the investigation carried out pursuant to paragraph 4.1 demonstrates that the defects are not reasonably likely to have arisen as a result of the vibration effects of traffic on the B1122 since the first survey (as undertaken pursuant to paragraph 2.6 of this document), SZC Co must provide the Owner with a specification for the works required to remedy the identified defects and a list of approved contractors to carry out the proposed remedial works.
- 4.4 The Owner will be entitled, at their discretion, to accept or decline the specification, in whole or in part, and SZC Co will be under no obligation in respect of those declined elements for that B1122 Property in connection with this Vibration Scheme.
- 4.5 The Owner of the B1122 Property will be required to seek at least two quotations from approved contractors for the proposed works and will be required to provide copies of these to SZC Co within three months of receipt of the specification from SZC Co. SZC Co must select one of the quotations provided by the Owner of the B1122 Property as soon as reasonably practicable and in any event within 1 (one) month of the relevant quotations being provided to SZC Co by the Owner of the relevant B1122 Property, unless SZC Co agrees otherwise with the Owner of the B1122 Property.
- 4.6 If the Owner of the B1122 Property does not provide copies of two quotations from approved contractors for the proposed works pursuant to paragraph 4.5, there will be no further obligation on SZC Co in respect of that B1122 Property in connection with this Vibration Scheme.
- 4.7 SZC Co must review the quotations received from the Owner to confirm that these relate only to the agreed specification of remedial works. Following this review, SZC Co must confirm a sufficient sum that it will provide to fund the delivery of the proposed remedial works. SZC Co will not provide funding towards any cosmetic or aesthetic enhancements or remedial works

required in respect of any structural defects identified in the initial structural condition survey or any other works requested by the Owner to be carried out in addition to the specification.

- 4.8 SZC Co must provide the Owner with an agreement containing confirmation of the works to be undertaken and SZC Co's obligations (as detailed in paragraphs 4.9 to 4.12 below) to fund the works and the Owner's costs in applying for listed building consent or planning permission (a "Works Agreement") as soon as reasonably practicable after the date that SZC Co selects a quotation under paragraph 4.5 of this document and in any event within six weeks of the date of such selection. The Works Agreement must set out the Owner's responsibilities in respect of the works, including:
- obtaining any necessary consents such as: planning permission, Listed Building Consent, or building regulations approval etc; and
 - arranging for any remedial works in respect of any structural defects identified in the initial structural condition survey as may be required.
- 4.9 SZC Co will not make applications for Listed Building Consent or planning permission on behalf of Owners but must offer Owners reasonable support and assistance upon request. The form of assistance provided by SZC Co may vary but is likely to include identification of documentation to support applications for planning permission or listed building consents, pro forma examples of completed applications and liaison with the relevant authorities. SZC Co must meet all reasonable costs of the Owners in respect of making an application for listed building consent or planning permission, which must be agreed by SZC Co in advance and must be paid within four weeks of the Owner providing evidence to SZC Co that such costs have been incurred.
- 4.10 Within 14 days of receipt of the signed Works Agreement from the Owner, SZC Co must confirm to the Owner that the Owner can instruct the contractor selected by SZC Co pursuant to paragraph 4.4 above (or any other contractor agreed between SZC Co and the Owner of the B1122 Property) to carry out the works. The date of the works will be a matter to be agreed between the Owner and the contractor.
- 4.11 The financial responsibility for the funding of all works covered by the Works Agreement will remain with SZC Co and the Owner will not be liable for any costs associated with the works covered by the Works Agreement.
- 4.12 Responsibility for obtaining and complying with any necessary consents in respect of the works will remain with the Owner, unless the Owner has agreed with the contractor that the contractor will have responsibility. The Owner will also remain responsible for any costs relating to asbestos.