



Connah's Quay Low Carbon Power

Draft Deed of Development Consent Obligations

Planning Inspectorate Reference: EN010166
Document Reference: EN010166/9.25
Planning Act 2008 (as amended)
Infrastructure Planning (Applications: Prescribed Forms and Procedure)
Regulations 2009 - Regulation 5(2)(q)
Revision 00

March 2026

..... **2026**

(1) FLINTSHIRE COUNTY COUNCIL

(2) UNIPER UK LIMITED

**DEED OF DEVELOPMENT CONSENT OBLIGATIONS
pursuant to Section 106 of the Town and Country
Planning Act 1990, Section 111 of the Local
Government Act 1972 and all other powers enabling
relating to the Connah's Quay Low Carbon Power
project in the administrative area of Flintshire
County Council**

Herbert Smith Freehills Kramer LLP

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THIS DEED made on

2026

BETWEEN:

- (1) **FLINTSHIRE COUNTY COUNCIL** of **[FCC to complete]** ("Flintshire County Council"); and
- (2) **UNIPER UK LIMITED** whose registered office is at Compton House 2300 The Crescent Birmingham Business Park, Birmingham, England, B37 7YE (Company Number 02796628) ("**Uniper**").

WHEREAS:

- (A) Uniper submitted the Application to the Secretary of State for development consent to construct, operate and decommission the Project. The Secretary of State is responsible for determining the Application.
- (B) Flintshire County Council is the local planning authority for the Site and is the enforcing authority for the purposes of section 106 of the 1990 Act.
- (C) It is intended that Uniper will be an undertaker for the purposes of the Development Consent Order and intends to construct, operate and decommission the Project as authorised by the Development Consent Order (excluding those parts of the Project that will be constructed and operated by ENI UK Limited, Liverpool Bay CCS Limited and National Grid Electricity Transmission plc).
- (D) Uniper is the freehold owner of the Site registered at the Land Registry under title numbers CYM317995.
- (E) Flintshire County Council owns and manages the SAC Area.
- (F) The parties to this Deed have agreed to enter into this Deed as a development consent obligation under the 1990 Act in order to secure the obligations contained in clause 4 to this Deed which are necessary to mitigate the impacts of the Project and to make the Project acceptable in planning terms.

NOW THIS DEED WITNESSES as follows:

1. **DEFINITIONS AND INTERPRETATION**

- 1.1 Where in this Deed (which shall include the recitals) the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"**1972 Act**" means the Local Government Act 1972;

"**1990 Act**" means the Town and Country Planning Act 1990;

"**2008 Act**" means the Planning Act 2008;

"**Application**" means the application for a development consent order under section 37 of the 2008 Act in relation to the Project submitted to the Secretary of State on 5 August 2025 and given reference number EN010166;

"**Breakdown of Works**" means the breakdown of works attached to this Deed in Appendix 1;

"**Commence**" has the same meaning as in Article 2 of the Development Consent Order and the words "**Commencement**" and "**Commenced**" and cognate expressions are to be construed accordingly;

"**Commencement Date**" means the date of Commencement of works pursuant to the Development Consent Order;

"**Deed**" means this deed made under section 106 of the 1990 Act, section 111 of the 1972 Act and all other powers enabling;

"**Development Consent Order**" means the development consent order to be made pursuant to the Application;

"Dispute" means any dispute, issue, difference or claim as between the parties in respect of any matter contained in or arising from or relating to this Deed or the parties' obligations and rights pursuant to it (other than in respect of any matter of law);

"Expert" means an independent person appointed in accordance with the provisions of clause 10 to determine a Dispute between the parties to this Deed;

"Index" means the UK Consumer Prices Index;

"Index Linked" means such increase to any sum or sums payable under this Deed on an annual basis or pro rata per diem from the date of this Deed to the date of payment based upon the relevant Index last published before the date of this Deed;

"Notice" means the written notification given by any party to the other party of their intention to refer to the Expert any Dispute, such notice to specify the matters set out in clause 10;

"Operation Date" means the date on which Work No. 1(a) or (b) in Schedule 1 to the Development Consent Order is first operated;

"parties" means Flintshire County Council and Uniper and **"party"** means any one of them as the context so requires;

"Plan A" means the plan labelled Plan A attached to this Deed in Appendix 2;

"Plan B" means the plan labelled Plan B attached to this Deed in Appendix 2;

"Project" means the authorised development as defined in Article 2 and Schedule 1 of, and to be authorised by, the Development Consent Order;

"SAC Area" means the land within the Deeside and Buckley Newt Sites Special Area of Conservation shown hatched in green on Plan B;

"SAC Management Contribution" means the sum of £56,637 Index Linked to be paid by Uniper to Flintshire County Council pursuant to clause 4.1 of this Deed;

"SAC Management Purpose" means the purpose of providing enhanced management within the SAC Area of oak woodland over a 30-year period commencing on the Operation Date, such enhanced management to include (without limitation):

- a) monitoring, managing and controlling dominant species in the understory of the SAC Area, for example cherry laurel, which are generating a monoculture in their immediate surroundings and suppressing ground flora which inhibits the development of a rich and diverse ecosystem;
- b) good woodland stewardship and enhancement of the SAC Area's structural complexity;
- c) measures to improve ground flora, fungal and lichen diversity;
- d) managing the aquatic and bankside environment within the woodland to support the population of Great Crested Newts in the SAC Area including measures to control dominant vegetation, for example *Lemna sp.*, in and around ponds to support the amphibian assemblages; and
- e) monitoring through regular phase 1 mapping with quadrat point sampling, as further described in the Breakdown of Works;

"Site" means the land shown edged red on Plan A;

"Secretary of State" means the Secretary of State for Energy Security and Net Zero or such other Secretary of State of His Majesty's Government that has the responsibility for determining projects relating to energy development;

"Undertaking" means the benefit of the Development Consent Order to construct Work No. 1(a) and (b) as set out in Schedule 1 to the Development Consent Order; and

"Working Day" means any day apart from Saturday, Sunday and any statutory bank holiday on which clearing banks are open in Wales for the transaction of ordinary business.

1.2 In this Deed, unless stated otherwise:

- 1.2.1 words incorporating the singular include the plural and vice versa and words importing any gender include every gender;
- 1.2.2 words importing persons include firms, companies, corporations, and vice versa;
- 1.2.3 references to Flintshire County Council shall include the successors to Flintshire County Council's statutory functions as local planning authority;
- 1.2.4 references to Uniper shall include any entity who takes a transfer or grant of all or part of the Undertaking pursuant to the Development Consent Order;
- 1.2.5 references to a particular Work No. in Schedule 1 to the Development Consent Order are references to the corresponding Work No. included in the draft development consent order submitted at deadline [6] of the examination of the Application on [29 May] 2026 but shall be modified as far as may be necessary to reflect changes and/or renumbering of Work Nos. in the development consent order as made by the Secretary of State pursuant to the Application;
- 1.2.6 references to clauses are references to the relevant clauses of this Deed unless otherwise stated;
- 1.2.7 words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of the restriction;
- 1.2.8 references to statutes, by-laws, regulations, orders or delegated legislation shall include any statute, by-law, regulation, order or delegated legislation amending, re-enacting or made pursuant to the same as current and in force from time to time;
- 1.2.9 if any provision of this Deed shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Deed shall not in any way be deemed thereby to be affected, impaired or called into question;
- 1.2.10 the table of contents, recitals and headings in this Deed are for ease of reference only and shall not affect its construction, interpretation or otherwise have any binding legal effect;
- 1.2.11 references to an organisation, body or person who is not defined in this Deed shall mean that organisation, body or person as at the date of this Deed or their successor organisation, body or person;
- 1.2.12 references to "notice" shall mean notice in writing;
- 1.2.13 references to "including" and "include" shall mean including without limitation; and
- 1.2.14 the Interpretation Act 1978 shall apply to this Deed.

2. **LEGAL EFFECT**

- 2.1 This Deed is made pursuant to:
 - 2.1.1 section 106 of the 1990 Act; and
 - 2.1.2 section 111 of the 1972 Act,and all other powers so enabling.
- 2.2 The obligations on the part of Uniper in clause 4.1 of this Deed are development consent obligations pursuant to and for the purposes of the power referred to in clause 2.1.1 and so as to bind the Site and, subject to clauses 3 and 5, the said obligations on the part of Uniper are entered into with the intent that they shall be enforceable by Flintshire County Council not only against Uniper but also any successors in title to or assigns of Uniper as if that person had been an original covenanting party.

3. **CONDITIONALITY**

- 3.1 Subject to clauses 3.2 and 3.3, the parties agree that clause 4 shall not have operative effect unless and until the Commencement Date has occurred.

- 3.2 Provided that the Project has not been Commenced, where the Development Consent Order is granted and becomes the subject of any judicial review proceedings:
- 3.2.1 until such time as such proceedings including any appeal have been finally determined, the terms and provisions of this Deed will remain without operative effect unless the Project is Commenced; and
- 3.2.2 if following the final determination of such proceedings (and any redetermination of the Application by the Secretary of State in the event of quashing) the Development Consent Order is capable of being Commenced, then this Deed will take effect in accordance with its terms subject to any modifications to its terms necessitated through the redetermination process as are agreed by the parties through a deed of variation.
- 3.3 Wherever in this Deed reference is made to the final determination of judicial review proceedings (or cognate expressions are used), the following provisions will apply:
- 3.3.1 proceedings by way of judicial review are finally determined:
- (A) when permission to bring a claim for judicial review has been refused and no further application may be made;
- (B) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or
- (C) when any appeal is finally determined and no further appeal may be made.

4. **OBLIGATIONS**

- 4.1 Uniper covenants with Flintshire County Council that it shall not operate Work No. 1(a) or (b) in Schedule 1 to the Development Consent Order unless and until it has paid the SAC Management Contribution to Flintshire County Council.
- 4.2 Flintshire County Council covenants with Uniper that:
- 4.2.1 upon receipt of the SAC Management Contribution pursuant to clause 4.1, Flintshire County Council shall use the SAC Management Contribution for the SAC Management Purpose and for no other purpose; and
- 4.2.2 if any part of the SAC Management Contribution remains unspent as at the date on which the works constructed pursuant to Work No. 1(a) and (b) in Schedule 1 to the Development Consent Order have been decommissioned in accordance with the decommissioning environmental management plan approved pursuant to requirement 17 in Schedule 2 to the Development Consent Order, Flintshire County Council must repay any unspent monies together with all accrued interest (if any) to Uniper or its nominee, unless otherwise agreed in writing between the parties.

5. **REGISTRATION AS LOCAL LAND CHARGE**

This Deed shall be registered by Flintshire County Council as a local land charge in the register of local land charges pursuant to the Local Land Charges Act 1975.

6. **RELEASE**

Uniper shall, upon transfer of the entirety of its benefit of the Development Consent Order, be released from all obligations in this Deed but without prejudice to the rights of the parties in relation to any antecedent breach of those obligations.

7. **FURTHER PLANNING PERMISSIONS AND DEVELOPMENT CONSENT ORDERS**

Nothing in this Deed shall be construed as prohibiting or limiting the rights of Uniper to use or develop any part of the Site in accordance with and to the extent permitted by a certificate of lawful use, planning permission, development consent order or other statutory authority

granted either before or after the date of this Deed, other than the Development Consent Order.

8. EXPIRY

If the Development Consent Order expires or is quashed or revoked prior to the Commencement Date then this Deed shall immediately determine and cease to have effect and Flintshire County Council shall cancel all entries made in its register of local land charges in respect of this Deed.

9. CERTIFICATES OF COMPLIANCE

Flintshire County Council shall upon written request certify compliance with the development consent obligations in this Deed.

10. RESOLUTION OF DISPUTES

10.1 In the event of any Dispute arising between the parties, that Dispute may be referred to the Expert by any party serving the other party with a Notice.

10.2 The Notice must specify:

10.2.1 the nature, basis and brief description of the Dispute;

10.2.2 the clause of this Deed pursuant to which the Dispute has arisen; and

10.2.3 the proposed Expert.

10.3 In the event that the parties are unable to agree whom should be appointed as the Expert within 10 Working Days after the date of the Notice then either party may request:

10.3.1 if such Dispute shall relate to matters concerning the construction, interpretation or the application of this Deed, the Chair of the Bar Council to nominate the Expert;

10.3.2 if such Dispute shall relate to matters necessitating any calculation or otherwise concerning a financial aspect of this Deed, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert; or

10.3.3 in all other cases, the President of the Law Society to nominate the Expert.

10.4 The Expert shall act as an expert and not as an arbitrator and their decision shall (in the absence of manifest error) be final and binding on the parties hereto and the Expert's cost shall be at their discretion or in the event that they make no determination, such costs shall be borne by the parties to the Dispute in equal shares.

10.5 The Expert shall have regard to all representations and evidence before them when making their decision, which is to be in writing, and is to give reasons for their decision.

10.6 The Expert shall be appointed subject to an express requirement that they reach their decision and communicate it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than 20 Working Days from the date of their appointment to act.

10.7 The Expert shall be required to give notice to each of the parties inviting them to submit to the Expert within 10 Working Days written submissions and supporting material and shall afford to each of the parties an opportunity to make counter submissions within a further 5 Working Days in respect of any such submission and material.

11. NOTICES

11.1 Any notice, consent or approval or other communication required to be given under this Deed shall be in writing and sent to the address and marked for the attention of the persons identified in clause 11.4 or instead to such other persons as may be substituted for them from time to time.

11.2 Any such notice must be delivered by hand or by pre-paid special delivery post and shall conclusively be deemed to have been received:

- 11.2.1 if delivered by hand, on the next Working Day after the day of delivery; and
- 11.2.2 if sent by pre-paid special delivery post within the United Kingdom, on the second Working Day after the date of posting.
- 11.3 A notice received or deemed to be received in accordance with clause 11.2 on a day which is not a Working Day, or after 5pm on any Working Day, shall be deemed to be received on the next following Working Day.
- 11.4 The relevant notice details for each party are:
- 11.4.1 in the case of Flintshire County Council:
- Address: Flintshire County Council [FCC to insert]
- Relevant addressee: [FCC to insert]
- Reference: CQLCP SECTION 106 AGREEMENT
- 11.4.2 in the case of Uniper:
- Address: Uniper UK Limited whose registered office is at Compton House 2300 The Crescent Birmingham Business Park, Birmingham, England, B37 7YE
- Relevant addressee: Company Secretary
- Reference: CQLCP SECTION 106 AGREEMENT
12. **VAT**
- 12.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable.
- 12.2 Uniper shall not be obliged to make any contributions towards VAT payable by Flintshire County Council in respect of any works to be undertaken by Flintshire County Council insofar and to the extent that the amount of VAT is (by way of off-set or otherwise) recoverable or reimbursable to Flintshire County Council.
- 12.3 If this Deed or anything contained in it gives rise to a taxable supply for VAT purposes by Flintshire County Council or by any third party to Uniper then Uniper shall pay to Flintshire County Council or third party an amount equal to the VAT chargeable in addition to and at the same time as any payment or the provision of any other consideration for such supply upon provision of a valid VAT invoice addressed to Uniper.
13. **INDEXATION**
- The SAC Management Contribution shall be Index Linked.
14. **LEGAL COMPLIANCE**
- 14.1 Nothing in this Deed shall require Uniper to do anything that would be or that Uniper is properly advised by its legal advisors would be contrary to data protection, confidentiality and/or any other applicable legal requirements or otherwise unlawful for any reason.
- 14.2 Nothing in this Deed shall require Flintshire County Council to do anything that would be or Flintshire County Council is properly advised by its legal advisors would be contrary to data protection, confidentiality and/or any other applicable legal requirements or otherwise unlawful for any reason.
15. **FLINTSHIRE COUNTY COUNCIL'S POWERS**
- Nothing in this Deed shall fetter the statutory rights, powers or duties of Flintshire County Council as local planning authority.

16. **GOOD FAITH**

The parties agree with each other to act reasonably and in good faith in the discharge of the obligations contained in this Deed.

17. **RIGHTS OF THIRD PARTIES**

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.

18. **JURISDICTION**

18.1 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 Welsh law.

18.2 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).

19. **COSTS**

On completion of this Deed, Uniper shall pay to Flintshire County Council the reasonable legal and planning costs properly incurred by Flintshire County Council in the preparation, negotiation and execution of this Deed.

20. **DATE OF DELIVERY**

This Deed is delivered on the date of this Deed.

IN WITNESS WHEREOF THIS DEED HAS BEEN DULY EXECUTED BY THE PARTIES TO THIS DEED ON THE DATE WHICH APPEARS AT THE HEAD OF THIS DOCUMENT

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

Authorised signatory

Executed as a Deed by
UNIPER UK LIMITED
acting by two directors or
a director and a company
secretary

.....

(Signature of director)

.....

(Signature of director or company secretary)

in the presence of

.....

(Name of witness)

.....

.....

(Address of witness)

.....

(Signature of witness)

APPENDIX 1: BREAKDOWN OF COSTS

Uniper - Connah's Quay Low Carbon Power Air Quality Impact - Deeside and Buckley Newts Sites SAC

Background

The DCO RIHRA States:

“The impact of the Proposed Development (maximum of 0.21 kgN/ha/yr) equates to a maximum 0.6% increase on the 30.6 kgN/ha/yr background nitrogen deposition. This can therefore be precautionarily argued to potentially increase the woodland management burden to the same extent.”

The adverse effect on integrity (AEOI) would not be the increase in N deposition itself, but the resulting botanical effects, such as excessive growth of understorey, a shift in botanical composition of the ground-flora, or increased sensitivity to natural stress.

Mitigation

The proposed mitigation solution is to introduce habitat management, or enhancement habitat management on-site to counteract the small increase in management burden

Flintshire County Council will monitor manage and control specific dominant species in the understorey e.g. cherry laurel which are generating a monoculture in their immediate surroundings and suppressing ground flora which inhibits the development of a rich and diverse ecosystem. Through good woodland stewardship, and enhancement of the site's structural complexity the impact of additional nitrogen can be mitigated and ground flora, fungal and lichen diversity improved from the current baseline.

Areas of focus will also include the aquatic and bankside environment within the woodland to support the population of Great Crested Newts. Measures to control dominant vegetation such as *Lemna sp.* in and around ponds will support the amphibian assemblages.

Habitat changes over the term will be monitored through regular phase 1 mapping with quadrat point sampling.

Costs years 1-30

Monitoring

Year	Action	J	F	M	A	M	J	J	A	S	O	N	D	Cost
1, 10, 20, 30	<i>Phase 1 Habitat survey and point sampling- 15 squares</i>													Yr1 £5,000 Yr10 £5,500 Yr20 £6,500 Yr30 £7,500
Total Cost														£24,500

Delivery - Commissioned consultancy. Cost based on 2 consultants working over 5 days, plus analysis, reporting, write up and publication time

Woodland Management Framework

Year	Action	J	F	M	A	M	J	J	A	S	O	N	D	Cost
5	2 man ranger days to reduce dominant species													£550
10	4 man ranger days to reduce dominant species													£1100
15	6 man ranger days to reduce dominant species													£1650
20	8 man ranger days to reduce dominant species													£2200
25	10 man ranger days to reduce dominant species													£2750
30	10 man ranger days to reduce dominant species													£2750
Total Cost														£11,000

Delivery – Flintshire County Council, Access & Natural Environment Service

Ranger costs established at FCC Scale G6 - 8 hour day £240

Additional cost c15% to include fleet, plant, overheads: £35

Total ranger daily cost £275

Aquatic Management Framework

Year	Action	J	F	M	A	M	J	J	A	S	O	N	D	Total cost
5 - 30	Annual pond vegetation clearance to maintain 1/3 open water, 2 ponds per year on rotation. 2 ranger man days													25 x £550
Total Cost														£13,750

Summary of costs for monitoring and 30-year management

Monitoring £24,500

Management woodland £11,000

Management aquatic	£13,750
Admin/management fee (15%)	£7,387
Total	£56,637

DRAFT

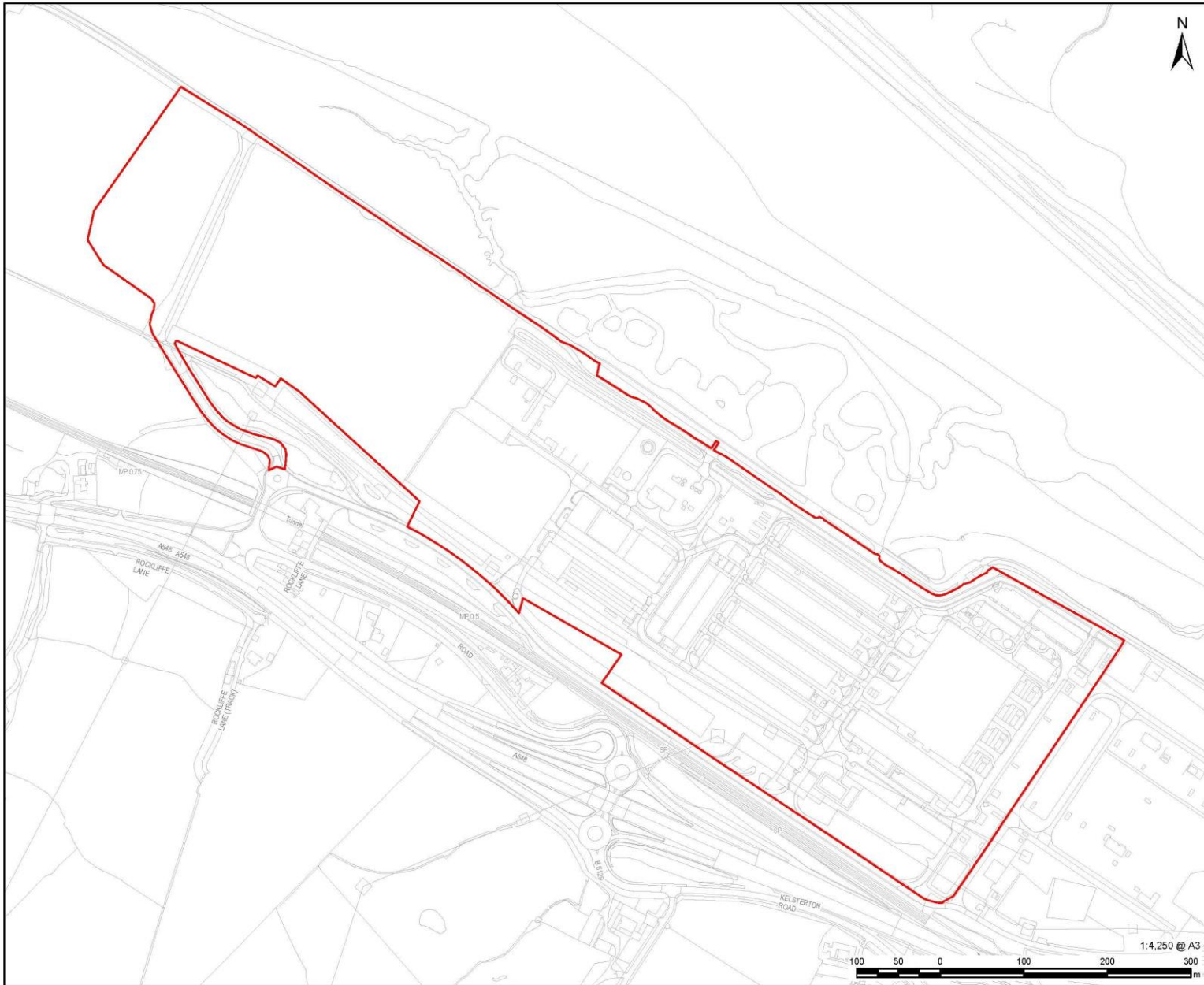
APPENDIX 2: PLANS

DRAFT

Plan A

Revision: 0 Drawn: LP Checked: AG Approved: AG Date: 2026-01-30

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AECOM uni per

PROJECT
 Connah's Quay Low
 Carbon Power

CONSULTANT
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LEGEND

Work No. 1

NOTES

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ISSUE PURPOSE

FINAL

DATE

January 2026

PROJECT NUMBER

60768754

FIGURE TITLE

Work No.1 Section 106 Plan

FIGURE NUMBER

Figure 1

Plan B

