

The Great Grid Upgrade

Sea Link

Sea Link

Volume 9: Examination Submissions

Document 9.151.3: Unilateral Undertaking in relation to S85 National Landscapes from National Grid to Suffolk County Council

Planning Inspectorate Reference: EN020026

Version: A
April 2026

nationalgrid

NATIONAL GRID ELECTRICITY TRANSMISSION PLC

SEA LINK PROJECT

EXPLANATORY NOTE IN RELATION TO DEVELOPMENT CONSENT OBLIGATIONS

1 INTRODUCTION

- 1.1 National Grid Electricity Transmission PLC (NGET) has sealed (on 29 April 2026) and proposes to legally complete the following unilateral undertakings. The Applicant is submitting the sealed versions for Deadline 7 and the dated and hence completed

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versions will follow before the end of the Examination. These undertakings contain binding obligations, which will bind the Applicant further to Section 174 of the Planning Act 2008 and Section 106 of the Town and Country Planning Act 1990 (and noting NPS EN1 (2024) paragraph 4.1.18 which addresses development consent obligations, including setting out the salient tests which apply):

- 1.1.1 Unilateral undertaking given to Suffolk County Council in relation to the duty to further the purposes of the National Landscape (the "**National Landscape UU**");
- 1.1.2 Unilateral undertaking given to East Suffolk Council in relation to the payment of a contingency fund for monitoring macro-invertebrates around the proposed Fromus Bridge Crossing and/or enhancement of Water Framework Directive invertebrate habitat upstream of the proposed Fromus Crossing in the event that monitoring results exceed the criteria for when the payment of the contribution should be made (the "**Fromus Contingency Fund UU**"); and
- 1.1.3 Unilateral undertaking given to East Suffolk Council, Thanet District Council and Dover District Council in relation to the delivery of a final biodiversity net gain assessment and a biodiversity offsetting scheme which will achieve an overall percentage of 10% biodiversity net gain compared with the pre-development biodiversity value (the "**BNG UU**").
- 1.2 Together the unilateral undertakings are referred to as the Development Consent Obligations.
- 1.3 This note outlines the mechanism for securing the development consent obligations at section 2 and provides a brief summary of the terms of the obligations at section 3.

2 **LEGAL MECHANISM**

- 2.1 The Development Consent Obligations are entered into pursuant to section 106 of the Town and Country Planning Act 1990 and are enforceable by each of the relevant planning authorities as identified in the each document.
- 2.2 NGET does not currently own any land within the order limits and as such, an approach that has been accepted previously by the Secretary of State has been applied to the legal mechanism for securing the Development Consent Obligations. The Applicant notes, for example, that this approach was accepted on the Thames Water Utilities Limited (Thames Tideway Tunnel) Order 2014.
- 2.3 The draft Development Consent Order provides that NGET has an interest in the Land (as identified in each of the Development Consent obligations) sufficient to meet the requirements of Section 106(1) and section 106(3) of the TCPA 1990 which shall include National Grid's status as undertaker for the purposes of the Order. This is in accordance with the provisions of paragraph 6 of

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Schedule 17 of the Order whereby the undertaker is deemed to be a person interested in the Order Land for the purposes of section 106(1) of the TCPA 1990.

- 2.4 NGET is seeking to acquire the Land by voluntary agreement but in the event that it is unable to acquire the Land by agreement, it will exercise the compulsory acquisition powers set out in Article 24 of the Order in relation to the Land. Once NGET has acquired the freehold interest in the Land it will enter into a confirmatory deed (referred to as a Deed of Adherence in the Development Consent Obligations) in order to bind the Land in accordance with the terms of completed Development Consent Obligations. This mechanism of a confirmatory deed is not unusual and can be deployed in respect of S.106 obligations under the 1990 Act regime, to bind land not yet owned.

3 **SUMMARY OF DEVELOPMENT CONSENT OBLIGATIONS**

- 3.1 The National Landscape UU requires NGET, prior to commencement of the Project in any part of the National Landscape, to pay the following sums to Suffolk County Council who will make such funds available to the Suffolk & Essex Coast & Heaths National Landscape Partnership (SECHNLP):
- 3.1.1 the sum of £55,000 to be expended by SECHNLP for the purposes of (1) funding measures which are identified in the Sustainable Development Fund and which are geographically located within the vicinity of that part of the National Landscape within which the Project is being constructed; (2) funding delivering and maintaining projects which are identified in the Management Plan and which are geographically located within the vicinity of that part of the National Landscape within which the Project is being constructed and/or (3) contributing towards the SECHNLP's costs in delivering the purposes references at (1) and (2) above; and
- 3.1.2 the sum of £20,000 to be expended by SECHNLP for the purposes of funding officer resource for delivering projects using the contribution referred to above.
- 3.2 NGET has negotiated the terms of the National Landscape UU with Suffolk County Council, with NGET accepting a number of the County Council's suggested amendments to the draft.
- 3.3 The Fromus Contingency Fund UU requires NGET, in the event that the monitoring results carried out pursuant to the requirements of the Fromus Macro Invertebrate Monitoring and Contingency Plan (as required to be submitted pursuant to requirement 3(e) of the draft development consent order) exceed the criteria for when the payment of the Fromus Contingency Contribution should be made (as set out in the plan itself), to pay the Fromus Contingency Contribution (a maximum of £100,000) (or part thereof as is reasonably evidenced by the Council in consultation with the Environment Agency to represent the mitigation required pursuant to the Fromus Macro Invertebrate Monitoring and Contingency Plan to encourage the passage of macro-invertebrates around the

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Fromus Bridge Crossing and/or enhancement of Water Framework Directive invertebrate habitat upstream of the Fromus Crossing) to the Council (or at the direction of the Council to the Environment Agency).

- 3.4 NGET shared the draft of the Fromus Contingency Fund UU with East Suffolk Council and the Environment Agency but has not received any substantive comments on the draft from either party.
- 3.5 The BNG UU requires NGET to comply with the following obligations:
 - 3.5.1 Within two months of the date of completion of the detailed design of the Authorised Development prior to Commencement to submit to Natural England and the Councils the Biodiversity Net Gain Assessment.
 - 3.5.2 Within six months of the date on which the Construction Period ends for the Authorised Development NGET will submit a Final Biodiversity Net Gain Assessment to the Councils.
 - 3.5.3 If the Final Biodiversity Net Gain Assessment demonstrates that less than 10% biodiversity net gain has been achieved overall across the Order Land following construction of the Authorised Development, NGET will include a Biodiversity Offsetting Scheme within the Final Biodiversity Net Gain Assessment submitted to the Councils;
 - 3.5.4 The Biodiversity Offsetting Scheme will be implemented by NGET (a) within the Order Land and/or (b) on land within NGET's control and/or (c) by acquiring biodiversity units from third party landowners who have entered into legal agreements with the relevant local planning authority or responsible body (as appropriate) to secure their land as biodiversity net gain for a minimum period of 30 years.
 - 3.5.5 All elements of the Biodiversity Offsetting Scheme delivered within the Order Land will be subject to a Landscape and Ecological Management Plan ("LEMP"), which will be submitted to the Councils.
 - 3.5.6 NGET will use reasonable endeavours to complete the Biodiversity Offsetting Scheme prior to the Electrification of the Authorised Development.
 - 3.5.7 NGET will submit BNG Habitat Monitoring Reports in relation to all elements of the Biodiversity Offsetting Scheme delivered within the Order Land to the relevant BNG Monitoring Body, in accordance with the requirements of the LEMP.
 - 3.5.8 NGET will pay monitoring fee to the relevant BNG Monitoring Body as set out in the document.

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- 3.6 NGET shared the draft heads of terms for the BNG UU with the three local planning authorities and has incorporated a number of changes as a result of the comments received, including the addition of monitoring fees, as set out above. No substantive comments on the draft BNG UU have been received from the local authorities.

DATED

SUFFOLK COUNTY COUNCIL
as Council

NATIONAL GRID ELECTRICITY TRANSMISSION PLC
as Undertaker

**DEED OF OBLIGATION PURSUANT TO SECTION 106 OF THE TOWN AND
COUNTRY PLANNING ACT 1990**

in relation to the Sea Link Project

BCLP.

Bryan Cave Leighton Paisner

Bryan Cave Leighton Paisner LLP

Governor's House 5 Laurence Pountney Hill London EC4R 0BR

Tel: +44 (0)20 3400 1000 Fax: +44 (0)20 3400 1111

Confidential

THIS DEED OF UNDERTAKING IS GIVEN ON

2026

BY

- (1) **NATIONAL GRID ELECTRICITY TRANSMISSION PLC** a company incorporated in England and Wales with registered number 02366977 whose registered office is at 1 - 3 Strand, London, WC2N 5EH ("**National Grid**")

TO

- (2) **SUFFOLK COUNTY COUNCIL** of Endeavour House, 8 Russell Road, Ipswich, Suffolk, IP1 2BX (the "**Council**")

BACKGROUND

- (A) National Grid submitted the Application to the Secretary of State on 27 March 2025 for consent to the Project, which was accepted for examination on 23 April 2025 pursuant to section 55 of the PA 2008.
- (B) The Application includes, in part, a proposal for underground cables which are to be laid underneath the National Landscape. Therefore, pursuant to section 245 of LURA 2023 and section 85 of CROW 2000, National Grid as the promoter of the Project and the Council have a duty to further the purposes of the National Landscape including conserving and enhancing its natural beauty which also requires the needs of agriculture, forestry and other rural industries and of the economic and social needs of local communities to be taken into account.
- (C) As part of satisfying this duty, National Grid has agreed with the Council to pay the FTP Compensation Fund to the Council in order for it to be made available to the SECHNLP. This fund shall be put towards the provision of measures which seek to further the purposes of the National Landscape (as communicated through the Management Plan) as a consequence of the Order granting consent for the Project.
- (D) The Council is a local planning authority for the purposes of the 2008 Act for the area in which the National Landscape is situated and as such is entitled, and has the capacity, to enforce the development consent obligations in this Deed on behalf of the SECHNLP.
- (E) National Grid has a Qualifying Interest in the Suffolk Order Land pursuant to the Order.
- (F) National Grid is seeking to acquire the Land by voluntary agreement but in the event that National Grid is unable to acquire the Land by agreement, it will exercise the compulsory acquisition powers set out in Article 24 of the Order in relation to the Land. Once National Grid has acquired the freehold interest in the Land it will enter into the Deed of Adherence in order to bind the Land in accordance with the terms of this Deed.

OPERATIVE PROVISIONS

1 STATUTORY POWERS

This Deed of Undertaking is entered into by deed and is a development consent obligation for the purposes of section 106 of TCPA 1990 and the obligations contained within it are binding on the Suffolk Order Land and the obligations in this Deed are enforceable by the Council as local planning authority against National Grid.

2 DEFINITIONS AND INTERPRETATION

2.1 In this Deed:

"Application" means the application for a development consent order under section 37 of the PA 2008 submitted by National Grid to the Secretary of State on 27 March 2025, which was accepted for examination on 23 April 2025 pursuant to section 55 of the PA 2008 and which has been allocated reference number EN020026.

"Article" means an article of the Order and where a particular article is referenced in this Deed this is a reference to the article of that number included in the draft Order submitted at deadline 7 of the examination of the Application on 29 April 2026 but shall be modified as may be necessary to reflect changes and/or renumbering of articles in the Order as made by the Secretary of State pursuant to the Application.

"Book of Reference" means the document certified as such by the Secretary of State under Article 60 of the Order.

"Commencement" means the carrying out of a material operation as defined in section 155 of the PA 2008 comprised in the Project other than operations consisting of Pre-Commencement Operations and "Commence" shall be construed accordingly.

"CROW 2000" means the Countryside and Rights of Way Act 2000 (as amended).

"Deed of Adherence" means the confirmatory deed referred to in paragraph 2.1 of Schedule 1 to this Deed.

"FTP Compensation Fund" or "Furthering the Purposes Compensation Fund" means the sum of fifty five thousand pounds (£55,000.00) which is to be paid to the Council by National Grid in accordance with the provisions of this Deed.

"FTP Compensation Fund Officer Costs Contribution" means the sum of twenty thousand pounds (£20,000.00) which is to be paid to the Council by National Grid in accordance with the provisions of this Deed.

"Index" means the All In Tender Price Index published by the Building Cost Information Services of the Royal Institution of Chartered Surveyors (RICS).

"Land" means the land comprised within Plots 1/11, 1/19, 1/20 and 1/23 as identified in the Book of Reference and shown on the Suffolk Land Plans and shown by the plan at Appendix 1.

"LURA 2023" means the Levelling-up and Regeneration Act 2023 (as amended).

"Management Plan" means the Suffolk & Essex Coast & Heaths National Landscape Management Plan 2023-28 or any successor plan to it.

"Monitoring Fee" means the sum of £577 towards the Council's costs of monitoring the performance of the development consent obligations that National Grid is required to observe and perform in Schedule 1 paragraph 3 of this Deed.

"National Landscape" means the Suffolk & Essex Coast & Heaths National Landscape, which is designated as an Area of Outstanding Natural Beauty under the National Parks and Access to the Countryside Act (1949) as shown on the National Landscape Area Plan.

"National Landscape Area" means the extent of the National Landscape as shown edged purple, edged blue and edged pink on the National Landscape Area Plan.

"National Landscape Area Plan" means the plan at Appendix 2

"National Landscapes Association" means a national charity with registered charity number 1158871 that works to further the work of National Landscapes partnerships.

"Order" means the development consent order to be made under PA 2008 pursuant to the Application.

"PA 2008" means the Planning Act 2008 (as amended).

"Payment Date" means the date when any sum of money is due to be paid, provided or made available by National Grid pursuant to this Deed.

"Pre-Commencement Operations" means as defined in Article 2 of the Order.

"Project" means the authorised development as defined in and authorised by the Order.

"Qualifying Interest" means such interest in the Suffolk Order Land sufficient to meet the requirements of Section 106(1) and section 106(3) of the TCPA 1990 which shall include National Grid's status as undertaker for the purposes of the Order in accordance with the provisions of paragraph 6 of Schedule 17 of the Order whereby the undertaker is deemed to be a person interested in the Suffolk Order Land for the purposes of section 106(1) of the TCPA 1990;

"TCPA 1990" means the Town and Country Planning Act 1990 (as amended).

"Secretary of State" means the Secretary of State for the Department for Energy Security and Net Zero.

SECHNLP means the Suffolk & Essex Coast & Heaths National Landscape Partnership being an unregistered organisation which aims to conserve and enhance the special qualities of the Suffolk and Essex Coast and Heaths National Landscape as a member of the National Landscapes Association.

"Suffolk Land Plans" means the documents certified as such by the Secretary of State under Article 60 of the Order which comprise land in the district of East Suffolk.

"Suffolk Order Land" means the land shown edged red on the Suffolk Land Plans.

"Sustainable Development Fund" means the fund provided by the Department for Environment Food and Rural Affairs (or successor Government department) to enable local communities and other organisations to make a difference in National Landscapes by promoting and achieving sustainable development, partnerships and social inclusions.

"Working Day(s)" means a day other than a Saturday or Sunday or public holiday in England.

2.2 References in this Deed to National Grid shall include any entity who takes a transfer of all or part of the Undertaking pursuant to the Order.

- 2.3 References in this Deed to the "Council" shall include any successor to its functions as a local planning authority for the area in which the National Landscape is situated.
- 2.4 References to a Work No. in Schedule 1 to the Order in this Deed includes reference to the Work designated with that number and letter.
- 2.5 References to a particular Work No. in Schedule 1 to the Order in this Deed are references to the corresponding Work No included in the draft Order submitted at deadline 7 of the examination of the Application on 29 April 2026 but shall be modified as may be necessary to reflect changes and/or renumbering of Work Nos in the Order as made by the Secretary of State pursuant to the Application.
- 2.6 References in this Deed to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force and references to a statute include statutory instruments and regulations made pursuant to it.
- 2.7 The clause headings in this Deed are for convenience only and do not form part of the Deed.
- 2.8 References to clauses paragraphs schedules or recitals shall (unless the context otherwise requires) be references to clauses paragraphs and schedules or recitals in this Deed.
- 2.9 References to the singular shall include the plural and vice versa.
- 2.10 No variation of this Deed shall be effective unless it is made:
- 2.10.1 in writing and executed as a deed by, or on behalf of, each of the parties; or
- 2.10.2 further to a determination by the Secretary of State in accordance with the provisions of the Order.

3 CONDITIONALITY

- 3.1 The obligations in this Deed are unless otherwise specified conditional upon:
- (a) the grant of consent for the Project by virtue of the Order; and
 - (b) Commencement of the Project by National Grid

save that the obligations in paragraphs 1.1 of Schedule 1 to and clause 9 of this Deed shall apply from the date of the grant of the consent for the Project by virtue of the Order

4 NATIONAL GRID'S COVENANTS

- 4.1 National Grid undertakes that it will observe and perform the covenants on its part contained in Schedule 1 to this Deed.
- 4.2 Where any payment in this Deed is expressed to be payable on or before an event or activity, National Grid covenants that it shall not commence that event or activity until the relevant payment has been made.

5 RELEASE AND LAPSE

- 5.1 Provided that the Deed of Adherence has been entered into pursuant to paragraph 2 of Schedule 1 to this Deed (and notwithstanding any obligations entered into by National Grid in such Deed of Adherence) National Grid shall not be liable for a breach of any of its obligations under this Deed or obligations relating to any part of the Land after it shall have parted with all of its interests in the Land or the part in respect of which the breach arises (as the case may be) save in either case for antecedent breaches.
- 5.2 Provided that the Project has not been Commenced, where the Order is granted and becomes the subject of any judicial review proceedings under section 118 of the PA 2008:
- (a) 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;
 - (b) if following the final determination of such proceedings the Order is quashed and, in the event that the court orders the Application to be remitted to the Secretary of State, the Application is subsequently refused and no appeal or further appeal may be made in respect of such refusal, this Deed will cease to have any further effect and any money paid to the Council pursuant to this Deed and not spent by the Council (or such person as the money has been paid to under this Deed) shall be returned in full within 56 Working Days of the final determination of such proceedings;
 - (c) 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 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;
 - (d) where the Application is refused, but the Order is subsequently granted following redetermination by the Secretary of State following the final determination of judicial review proceedings under section 118 of the PA 2008, this Deed will, upon granting of the Order, 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;
 - (e) wherever in this Deed reference is made to the final determination of judicial review proceedings under section 118 of the PA 2008, the following provisions will apply:
 - (i) proceedings by way of judicial review under section 118 of the PA 2008 are finally determined:
 - (A) when permission to bring a claim for judicial review has been refused and no further application made 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 and any time for appealing such a refusal expires without such an appeal having been made or having been refused;

(C) when any appeal is finally determined and no further appeal may be made.

5.3 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Order) granted (whether or not on appeal) after the date of this Deed.

5.4 If the Order expires or is revoked prior to Commencement then this Deed shall forthwith determine and cease to have effect.

6 LOCAL LAND CHARGE

6.1 This Deed is a local land charge and is capable of being registered as such by the Council or the appropriate authority (which may include HM Land Registry) with responsibility for maintaining the register of local land charges for the area in which the National Landscape is situated.

6.2 Upon the full satisfaction of all of the terms of this Deed, National Grid may request that the Council use reasonable endeavours to procure the appropriate authority (which may include HM Land Registry) with responsibility for maintaining the register of local land charges for area in which the National Landscape is situated remove all entries in the register of local land charges relating to this Deed.

7 NO FETTER ON DISCRETION

Nothing in this Deed shall be taken to be or shall operate so as to fetter or prejudice the Council's statutory rights powers discretions and responsibilities (save where legally or equitably permitted).

8 SEVERABILITY

If any part of this Deed shall be declared unlawful or invalid by a Court of competent jurisdiction then (to the extent possible) the offending provisions will be severed from the Deed and the remainder of this Deed shall continue in full force and effect.

9 MONITORING COSTS

National Grid covenants with the Council that no later than 20 Working Days after the grant of consent for the Project by virtue of the Order to pay the Monitoring Fee to the Council.

10 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 no part of this Deed shall be enforceable by a third party who is either not a party to the Deed or a person in favour of whom the Deed is made and for the avoidance of any doubt the terms of the Deed may be varied by agreement between the parties without the consent of any third party being required.

11 NOTICES

Any notices required to be served by one party on another under this Deed shall be served in writing by first class prepaid post or by hand in the following manner:

(a) on the Council at the address shown above marked "For the attention of Executive Director of Growth, Highways and Infrastructure" with reference SEA LINK DEED OF OBLIGATION"; and

- (b) on National Grid at the address shown above marked "For the attention of Seb Stevens" and bearing reference "Sea Link – FTP Fund";

save that any of the parties may by written notice notify the other parties of an alternative address and/or reference for the service of subsequent written notices

12 INDEXATION

All payments and financial contributions to be paid pursuant to this Deed will be increased by reference to the amount of the increase in the Index from the date of this Deed until the date payment is due in accordance with the following formula (where the Index at Payment Date/ Index at today's date is equal to or greater than one (1))

$$\text{Amount Payable} = \text{Sum} \times (\text{Index at Payment Date} / \text{Index at today's date})$$

Where:

"*Amount Payable*" is the amount of money required to be paid;

"*Sum*" is the amount of the payment or other sum of money stated in this Deed;

"*Index at Payment Date*" is the Index published two months before the Payment Date; and

"*Index at today's date*" is the relevant Index published two months prior to the date of this Deed

13 INTEREST ON LATE PAYMENTS

Any payment due from National Grid under this Deed which is not paid on the date it is due to be paid under this Deed shall be paid together with interest calculated at the rate of 4% above the base lending rate from time to time of Barclays Bank plc from the due date for such payment to the date on which the sum of money is actually paid.

14 VAT

14.1 All consideration set out in this Deed is exclusive of VAT.

14.2 If VAT is, or becomes, properly chargeable on any supply made pursuant to this Deed, the recipient of that supply shall pay to the supplier an amount equal to such VAT in addition to the consideration for that supply, against receipt of a valid VAT invoice. The recipient of any such supply shall pay to the supplier an amount equal to any VAT which is chargeable in respect of the supply in question on the later of:

- (a) the day on which the consideration for the supply is paid or given; and
- (b) production of a proper VAT invoice.

14.3 Where a person (the "**payer**") has paid an amount to any other person (the "**payee**") on the basis that the payee was entitled to that amount under Clause 14.2 above, but the payee was not properly entitled to the whole or part of that amount under that Clause, then:

- (a) if the payee has not accounted for such amount (or such part thereof) to HMRC, the payee shall forthwith repay such amount (or such part thereof) to the payer and issue an appropriate credit note to the payer; or

- (b) if the payee has accounted for such amount (or such part thereof) to HMRC, the payee shall, if, when and to the extent that it receives repayment or credit for such amount from HMRC, repay such amount (or such part thereof) to the payer and issue an appropriate credit note to the payer.

15 JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales.

This Deed has been entered into on the date stated at the beginning of this Deed.

Schedule 1
National Grid Covenants

1 NOTIFICATIONS

1.1 National Grid covenants with the Council to provide written notice to the Council within 10 Working Days of each of the following:

- (a) the occurrence of the Commencement of the Project; and
- (b) the occurrence of Commencement of the Project within the National Landscape Area

2 DEED OF ADHERENCE

2.1 National Grid covenants with the Council that within 20 Working Days of acquiring a freehold interest in any part of the Land and in any event prior to Commencement of the Project it will deliver to the Council a duly executed and binding deed of undertaking (pursuant to section 106 of the TCPA 1990) to the effect that the terms of this Deed shall with effect from the date of execution of such deed bind National Grid's interest in the Land PROVIDED THAT prior to entering into such binding deed of undertaking National Grid shall provide a draft of such deed to the Council for its reasonable approval and pay its reasonable and proper costs relating to the same up to a maximum of £2,000.00.

3 FTP COMPENSATION FUND

3.1 National Grid covenants with the Council to pay the FTP Compensation Fund and the FTP Compensation Fund Officer Costs Contribution to the Council prior to Commencement of any part of the Project in the National Landscape Area.

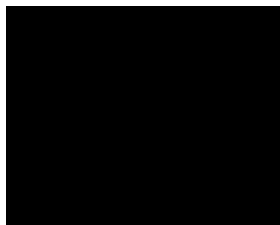
3.2 National Grid covenants with the Council not to Commence any part of the Project in the National Landscape Area unless and until the FTP Compensation Fund and the FTP Compensation Fund Officer Costs Contribution is paid to the Council.

3.3 The payment by National Grid of the FTP Compensation Fund and the FTP Compensation Fund Officer Costs Contribution to the Council pursuant to paragraphs 3.1 and 3.2 of this Schedule 1 is made on the basis that:

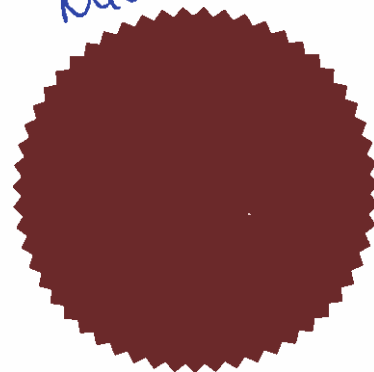
- (a) the Council shall hold the FTP Compensation Fund and the FTP Compensation Fund Officer Costs Contribution as agent on behalf of the SECHNLP in order for the monies to be applied in accordance with the terms of this Deed;
- (b) the Council and/or SECHNLP shall only use the FTP Compensation Fund for the purposes of (1) funding measures which are identified in the Sustainable Development Fund and which are geographically located within the vicinity of that part of the National Landscape within which the Project is being constructed; (2) funding delivering and maintaining projects which are identified in the Management Plan and which are geographically located within the vicinity of that part of the National Landscape within which the Project is being constructed and/or (3) contributing towards the SECHNLP's costs in delivering the purposes references at (1) and (2) above; and
- (c) the Council and/or SECHNLP shall only use the FTP Compensation Fund Officer Costs Contribution for the purposes of funding officer resource for delivering projects using the FTP Compensation Fund.

- (d) the Council and/or SECHNLP may use the FTP Compensation Fund and the FTP Compensation Fund Officer Costs Contribution for the purposes set out at paragraph 3.3(b) above in combination with any other funds available to the Council and/or SECHNLP and in relation to generating opportunities from match funding towards such purposes; and
- (e) if the FTP Compensation Fund (or any part thereof) and the FTP Compensation Fund Officer Costs Contribution has not been expended within a period of 10 years from receipt it shall be returned to National Grid with any accrued interest.

The COMMON SEAL of
**NATIONAL GRID ELECTRICITY
TRANSMISSION PLC**
was hereunto affixed
in the presence of :



NGET18853



Authorised Signatory
Member of the Board Sealing Committee



**APPENDIX 1
PLAN OF THE LAND**



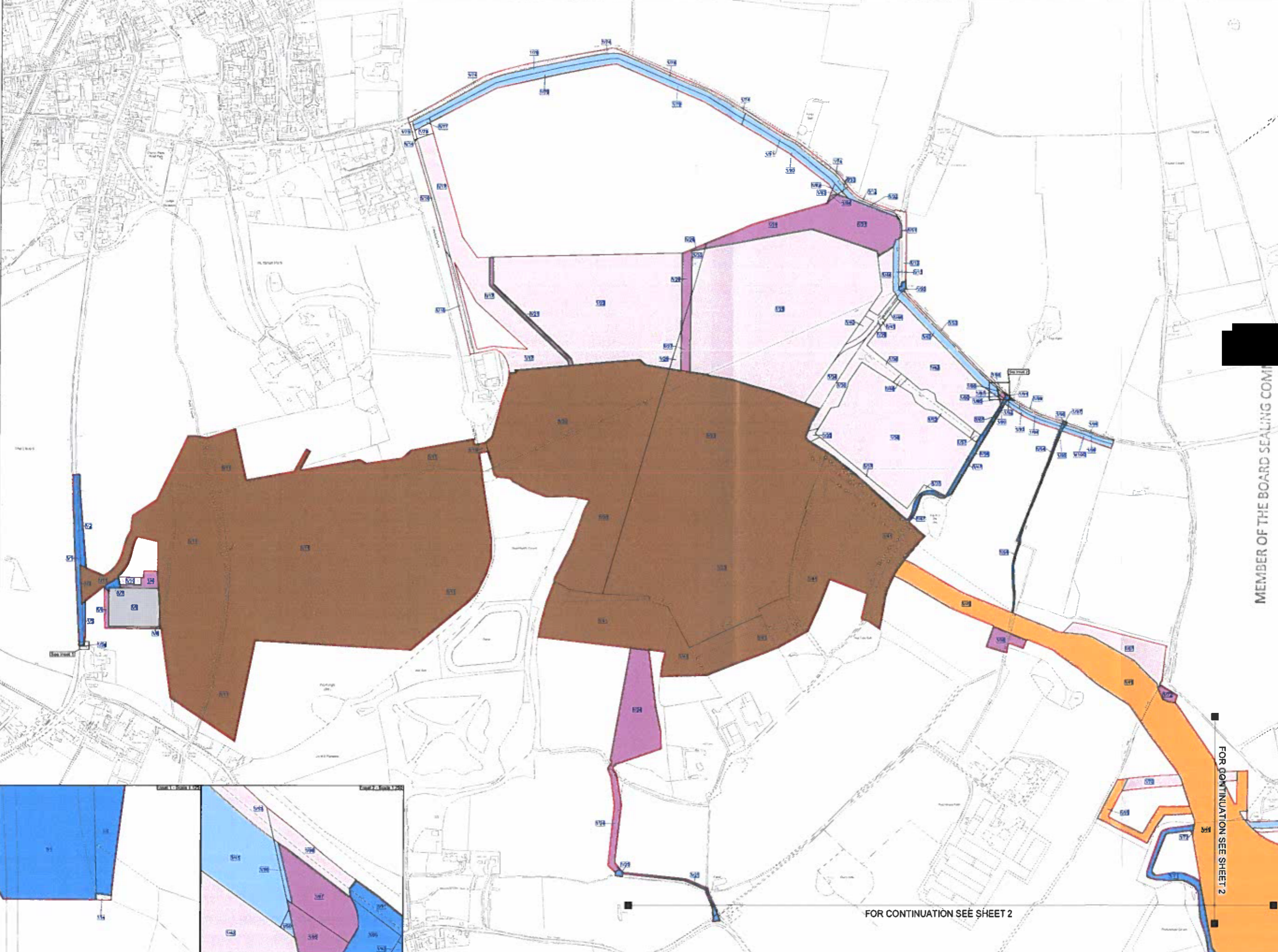
THE NATIONAL GRID (SEA LINK) ORDER
 PINS APPLICATION NUMBER: EN020026
 LAND PLANS - SUFFOLK
 REGULATION 5(2)(f)-(iii)
 SHEET 1 OF 7
 IN THE DISTRICT OF EAST SUFFOLK DISTRICT COUNCIL



Application Document 2.3.1

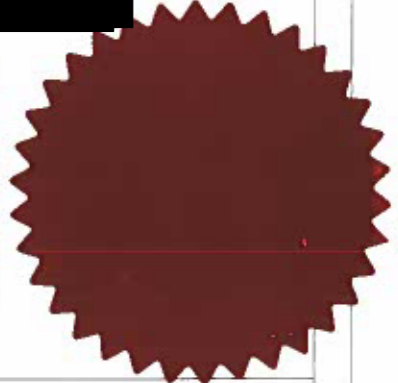
Legend

- Order Limits
- Class 1 Compulsory Acquisition of Land
- Class 2 Compulsory Acquisition of Rights - Overhead Line
- Class 3 Compulsory Acquisition of Rights - Underground Cable System
- Class 4 Compulsory Acquisition of Rights - Construction Compound
- Class 5 Compulsory Acquisition of Rights - Access
- Class 6 Compulsory Acquisition of Rights - Drainage
- Class 7 Compulsory Acquisition of Rights - Vegetation
- Class 8 Temporary Use for Construction, Installation, Maintenance and Commissioning of Infrastructure
- Class 9 Temporary Use for Access
- Class 10 Land that is not subject to powers of compulsory acquisition or temporary use



MEMBER OF THE BOARD SEALING COMMISSION

NOV 13 2023



Notes

1. This plan is scaled at paper size A0, therefore any print taken at smaller sizes will affect accuracy of the measurement units and should not be scaled against.
2. Land Parcels only appear inside the cut lines. Classes extending beyond cut lines do not show land parcel boundaries.
3. For further information as regard to what the plans are showing please see 'Guide to the Plans' (Document Ref 2.1)

Coordinate System: British National Grid	Sheet Y Co-ordinate: 247300
Drawn: 12/05/2023	Sheet X Co-ordinate: 100000
Scale: 1:2,500	

Issue	Date	Revisions	Drawn	Checked	Approved
F	05/05/2023	For Deadline 5	FSA	HGD	LD
E	10/02/2023	For Deadline 4	ZHU	GH	LD
D	08/01/2023	For Deadline 3	BAC	GH	LD
C ver 7	21/11/2022	Change Request Version	HDA	ZHU	LD
C	14/11/2022	For Deadline 1	HDA	ZHU	LD
B	23/10/2022	For Deadline 0	HDA	ZHU	LD
A	06/05/2022	For Submission	FSA	GH	LD

THE NATIONAL GRID (SEA LINK) ORDER
 PINS APPLICATION NUMBER: EN020026
 LAND PLANS - SUFFOLK
 REGULATION 5(2)(f)-(iii)
 SHEET 1 OF 7
 IN THE DISTRICT OF
 EAST SUFFOLK DISTRICT COUNCIL



Application Number	EN020026
National Grid Drawing Reference	DC025/P/APP/0101
Scale	1:2,500
Sheet Size	A0
Sheet	SHEET 1 OF 7
Issue	F

FOR CONTINUATION SEE SHEET 2

FOR CONTINUATION SEE SHEET 2

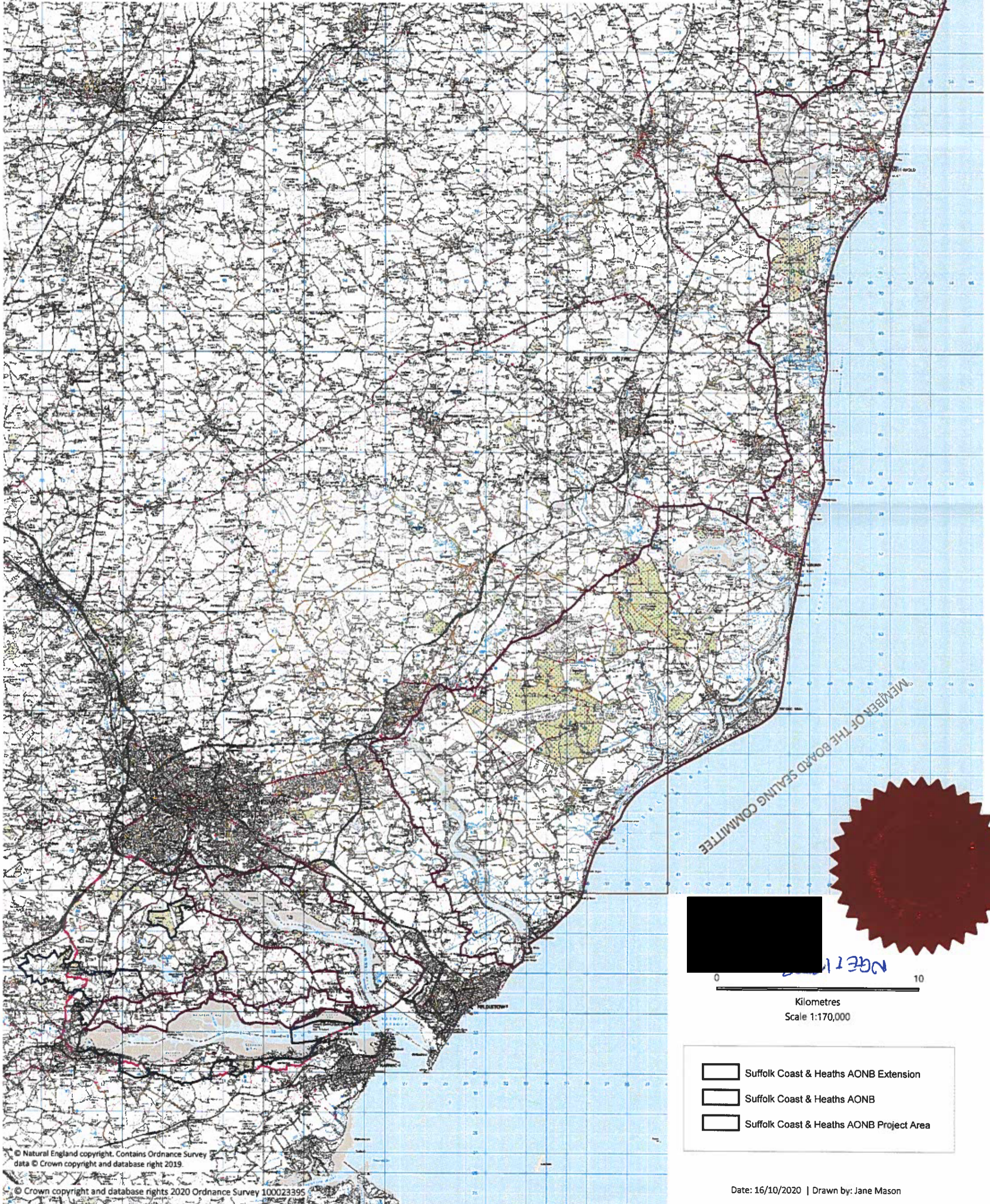
APPENDIX 2
PLAN OF THE EXTENT OF THE NATIONAL LANDSCAPE

**Suffolk
Coast &
Heaths**



Area of Outstanding Natural Beauty

Suffolk Coast & Heaths Area of Outstanding Natural Beauty with 2020 Extension and Project Area



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