

NOT PROTECTIVELY MARKED

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25 March 2021

Dear Sir/Madam

**East Anglia One North (EA1N) (Ref. EN010077) and East Anglia Two (EA2) (Ref EN010078) Offshore Wind Farm - Deadline 8 on behalf of NNB Generation Company (SZC) Limited (SZC Co.)**

I write further to our previous written and oral submissions on behalf of SZC Co. on both the EA1N and EA2 applications for development consent.

For the reasons included in the Draft Statement of Common Ground submitted by East Anglia ONE North Limited and East Anglia TWO Limited (the **Applicant**) at Deadline 1 and our Written Representation dated 2 November 2020, also submitted at Deadline 1, SZC Co is seeking protective provisions within the Development Consent Orders.

SZC Co. has continued to have constructive engagement with the Applicant. Enclosed with this letter is SZC Co.'s proposed protective provisions for inclusion in the final development consent orders as recommended by the Examining Authority. The protective provisions have been agreed save for paragraph 8.

SZC Co. and the Applicant are continuing to engage in advance of Deadline 9 and SZC Co. will confirm its final position in relation to the protective provisions at that point.

Yours faithfully



Chief Planning Officer

**Enclosures**

Schedule 10 Protective Provisions for the Protection of NNB Generation Company (SZC) Limited

## SCHEDULE 10

### PROTECTIVE PROVISIONS

#### PART [X]

#### FOR THE PROTECTION OF NNB GENERATION COMPANY (SZC) LIMITED

##### **Application**

1. For the protection of SZC Co. the following provisions of this Schedule have effect unless otherwise agreed in writing between the undertaker and SZC Co.

##### **Interpretation**

2. In this Part of this Schedule—

“SZC Co.” means NNB Generation Company (SZC) Limited;

##### **Interaction at Sizewell Gap**

3. The undertaker shall consult with SZC Co. in the preparation of the Sizewell Gap construction method statement, to the extent that it relates to Work No. 15, prior to submission of the Sizewell Gap construction method statement to the relevant planning authority for approval in accordance with requirement 22.

##### **Interaction at Snape Road**

4. The undertaker shall consult with SZC Co. in the formulation of the proposed method of working and timing of execution of works within the area of Work No. 35, prior to Work No. 35 commencing.

##### **Interaction at Friday Street**

5. The undertaker shall consult with SZC Co. in the formulation of the proposed method of working and timing of execution of works within the area of Work No. 36, prior to Work No. 36 commencing.

##### **Sizewell C proposed intake infrastructure**

6.—(1) Save for urgent reasons of vessel safety and subject to sub-paragraph (2), the undertaker shall not carry out any of the authorised project (including the placement temporary or otherwise of anchors or moorings) within the area labelled “Overlap of Sizewell C Order limits with East Anglia ONE North and East Anglia TWO Order limits” and hatched purple on the Sizewell C Order Limits Interaction – Offshore Plan (Drawing No. EA1N-EA2-DEV-DRG-IBR-001114 Rev 2 without having first submitted to and secured approval from SZC Co. details of the proposed method of working within these areas (such approval not to be unreasonably withheld or delayed) and thereafter the undertaker shall implement the authorised project in full accordance with such approved details.

(2) Nothing in this paragraph shall prevent the passage of vessels within the area specified in sub-paragraph (1) prior to the construction of any works within that location by SZC Co. at any time.

##### **Acquisition of land**

7. Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not, to the extent that the exercise of such

powers relates to the carrying out of Work Nos. 15, 35 or 36, acquire any land interest or rights or impose restrictive covenants over land belonging to SZC Co. and may not override or extinguish any easement and/or other rights or interests of SZC Co. otherwise than by agreement.

### **Indemnity**

8. —(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction, operation or maintenance of the authorised project, or in consequence of any act or default of the undertaker (or any person employed or authorised by the undertaker) in the course of carrying out the authorised project, any damage is caused to any apparatus or property of SZC Co., or there is any interruption in any service provided, or in the supply of any goods, by or to SZC Co., or SZC Co. becomes liable to any third party, the undertaker must—

(a) bear and pay the cost reasonably incurred by SZC Co. in making good such damage or restoring the supply; and

(b) indemnify SZC Co. for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from the undertaker,

by reason or in consequence of any such damage or interruption or the undertaker becoming liable to any third party as aforesaid other than arising from any default of the undertaker.

(2) The fact that any act or thing may have been done by the statutory undertaker on behalf of the undertaker or in accordance with a plan approved by the statutory undertaker or in accordance with any requirement of the statutory undertaker or under its supervision does not (subject to subparagraph (3)), excuse the undertaker from liability under the provisions of this paragraph.

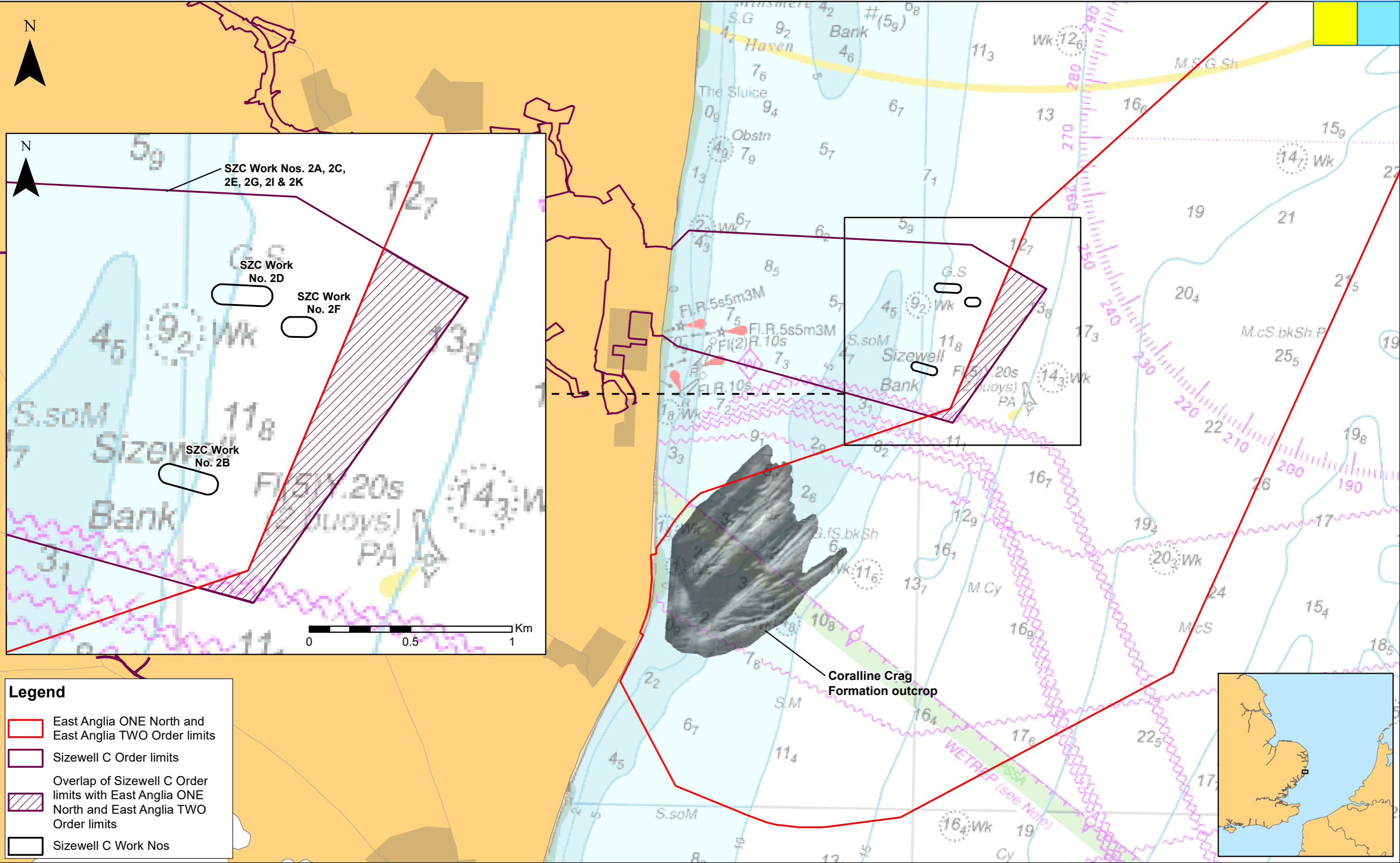
(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of SZC Co., its officers, servants, contractors or agents.



(4) SZC Co. must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise may be made without the consent of the undertaker which, if it withholds such consent, shall have the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

### **Arbitration**

9. Any difference or dispute arising between SZC Co. and the undertaker must, unless otherwise agreed in writing between SZC Co. and the undertaker, be determined by arbitration in accordance with article 37 (arbitration) of the Order.

**Plan number EA1N-EA2-DEV-DRG-IBR-001114 Rev 2 (Sizewell C Order Limits Interaction – Offshore)**



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|  |            |             |           |                |                  |           | 1:40,000   |  | <h1>East Anglia ONE North and East Anglia TWO</h1><br><h2>Sizewell C Order Limits Interaction - Offshore</h2> | <b>Drg No</b> | EA1N-EA2-DEV-DRG-IBR-001114 |   |
|   | 2          | 02/09/2020  | AB        | Second Issue.  | Prepared:        | AB        | <b>Scale @ A3</b>  |   |   | <b>Rev</b>    | 2                           | Datum:<br>WGS 1984<br>Projection:<br>Zone 31N |
|   | 1          | 17/06/2020  | AB        | First Issue.   | Checked:         | BD        | <small>Source: © Contains OS data © Crown copyright and database right, 2020. © British Crown and OceanWise, 2020. All rights reserved. License No. EMS-EK01-548150. Not to be used for navigation.<br/><br/>This map has been produced to the latest known information at the time of issue, and has been produced for your information only. Please consult with the SPR Offshore GIS team to ensure the content is still current before using the information contained on this map. To the fullest extent permitted by law, we accept no responsibility or liability (including negligence) or otherwise in respect of any errors or omissions in the information contained in the map and shall not be liable for any loss, damage or expense caused by such errors or omissions.</small> | <b>Date</b>   |   | 02/09/20      |                             |   |
|   | <b>Rev</b> | <b>Date</b> | <b>By</b> | <b>Comment</b> | <b>Approved:</b> | <b>PW</b> | <b>Figure</b>  | 1   |   |               |                             |   |