

Date: 28 March 2023
Our ref: STRE/2029937.123
Your ref: EN010106/Sunnica
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National Infrastructure Planning
Planning Inspectorate
Temple Quay House
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By email only to Sunnica@planninginspectorate.gov.uk

Dear Sir/Madam,

Sunnica Energy Farm

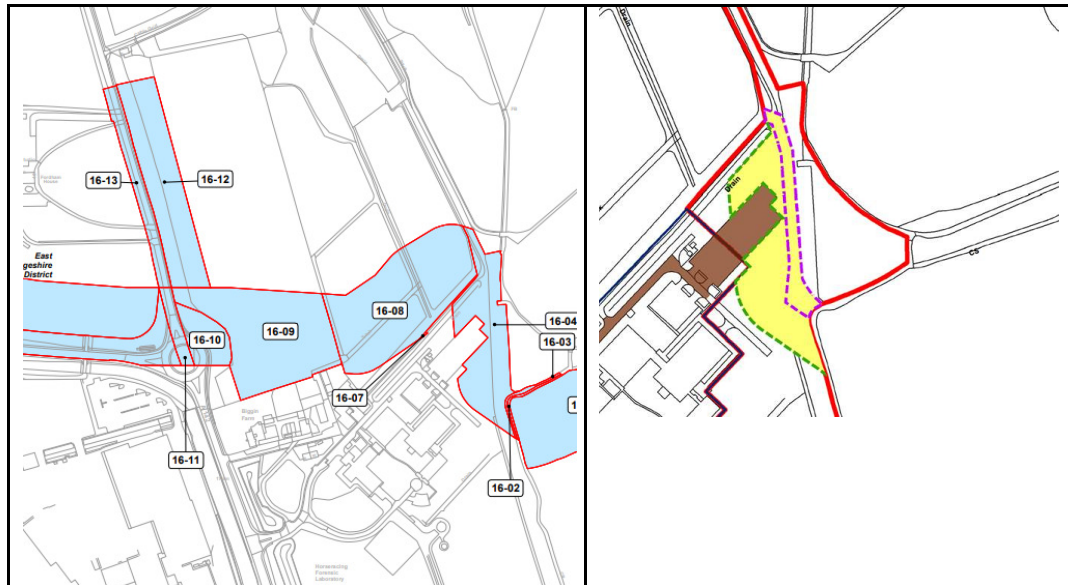
FHPUT update relating to the Campus to the east of Newmarket Road

Deadline 11

PINS Reference: 20031202

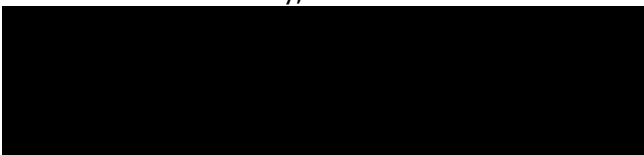
- 1 We act on behalf of HPUT A Limited and HPUT B Limited as trustees of the Federated Hermes Property Unit Trust ("**FHPUT**") in relation to Sunnica Energy Farm (the "**DCO Scheme**"). FHPUT are the freehold owners of the Campus site which lies to the east of Newmarket Road, as shown on sheet 16 of the land plans [REP2-003] and in figure 1 of FHPUT's Written Representation [REP2-144].
- 2 We write to update the Planning Inspectorate on progress made with Sunnica to achieve protective provisions and negotiate an option agreement.
- 3 Sunnica confirmed on 21 March 2023 that the form of protective provisions and related Campus plan which accompany this letter were agreed and have been submitted to PINS at Deadline 10. FHPUT would request that the Secretary of State include these on the face of the DCO.
- 4 On 24 January 2023, Sunnica's solicitors (Pinsent Masons) provided us with a first draft option agreement and easement in respect of rights for the DCO Scheme over the yellow land to the right below (correlating broadly with Plots 16-04 and 16-07 to the left):

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Date: 28 March 2023
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- 5 Over the previous eight weeks we and Pinsent Masons have worked diligently towards an option agreement and easement which provide the DCO Scheme with the rights it requires whilst retaining key protections for the Campus and FHPUT particular to this scheme and the applicant.
- 6 We have today reached a form of option agreement and easement which are virtually in agreed form between Sunnica and FHPUT, subject to final consistency checks.
- 7 It has unfortunately not been possible to complete the option agreement and easement in advance of the close of the Examination. **FHPUT must, therefore, still prudently maintain its objection to the DCO Scheme.**
- 8 However, we anticipate that the option agreement and easement will be completed over coming days and that FHPUT will be able to withdraw its objection then.
- 9 We recognise that the Examination closes today. We cannot see any reason why the option agreement and easement will not be completed imminently but, again prudently, must note that if they are not FHPUT may need to make further representations and ask that the Secretary of State have regard to these.
- 10 We hope this update assists the Examining Authority. If you have any queries for us please do not hesitate to respond to this letter, which we are copying to Pinsent Masons.

Yours faithfully,



Bryan Cave Leighton Paisner

PART 12

FOR THE PROTECTION OF HPUT A LIMITED AND HPUT B LIMITED

Application

131. For the protection of HPUT and persons deriving title from HPUT the following provisions, unless otherwise agreed in writing at any time between the undertaker and HPUT, have effect.

Interpretation

132. In this Part of this Schedule—

“Campus” means the land comprised in titles CB328220 and CB119083 registered at Land Registry on the date of this Order and shown for indicative purposes only edged red and dark blue respectively on the Campus plan;

“Campus access road” means the area tinted brown and labelled “Campus access road” on the Campus plan;

“Campus cable route corridor” means the land shown with a dashed purple line and labelled “Campus cable route corridor” on the Campus plan;

“Campus laydown area” means the land tinted yellow and labelled “Campus laydown area” on the Campus plan and which, for the avoidance of doubt, includes the Campus cable route corridor;

“Campus plan” means the drawing entitled Campus plan dated 21 March 2023 and given drawing reference 70050915-230118-WSP-PLN-AAA-001-BS-0 Rev 6 and certified by the Secretary of State as the Campus plan for the purposes of this Order;

“Campus works area” means the Campus cable route corridor and the Campus laydown area;

“HPUT” means—

- (a) HPUT A LIMITED, a company incorporated and registered in England and Wales with company registration number 09389098; and
- (b) HPUT B LIMITED, a company incorporated and registered in England and Wales with company registration number 09389118,

both having their registered office at 250 Bishopsgate, London EC2M 4AA and in their capacity as nominees for and on behalf of NatWest Trustee and Depositary Services Limited as trustee and

depository (and not otherwise) of Federated Hermes Property Unit Trust and their successors in title to the freehold of the Campus or any part of it;

“security fence” means the security fence to be installed by the undertaker pursuant to paragraph 135 (campus security) along the alignment indicated by a dashed green line and labelled “proposed security fence” on the Campus plan for the purposes of preventing any access by the undertaker from the Campus works area into the remainder of the Campus;

“undertaker” includes—

- (a) any person to whom the benefit of any or all of the provisions of the Order is transferred or granted pursuant to Article 33 (Consent to transfer benefit of the Order) of the Order (whether the consent of the Secretary of State is required or not); and
- (b) any agents, contractors or subcontractors acting on behalf of the undertaker;

“vibration criterion VC-B” is set out in Figure B.2 and Table B.3 of British Standard BS 5228-2:2009+A1:2014 on the date of this Order;

“written agreement of HPUT” means a written agreement between (1) the undertaker and (2) HPUT from time to time;

“working day” means any day other than a Saturday, Sunday or English bank or public holiday.

Written Agreement of HPUT

133.—(1) Subject to sub-paragraph (2), the undertaker must not exercise any powers pursuant to this Order or the powers conferred by section 11(3) of the 1965 Act (powers of entry), and such powers have no effect, in respect of HPUT’s interests in the Campus, the interests of any person deriving title from HPUT in relation to the Campus and any other tenants or occupiers of the Campus or those interests which benefit any of the aforementioned interests, including all rights, wayleaves and easements enjoyed by HPUT, or any person deriving title from it, in relation to the Campus including pursuant to any of—

- (a) article 12 (Access to works);
- (b) article 14 (Discharge of water);
- (c) article 17 (Authority to survey and investigate the land);
- (d) article 18 (Compulsory acquisition of land);
- (e) article 20 (Compulsory acquisition of rights);
- (f) article 21 (Private rights);
- (g) article 24 (Power to override easements and other rights);
- (h) article 26 (Rights under and over streets);
- (i) article 27 (Temporary use of land for constructing the authorised development);
- (j) article 28 (Temporary use of land for maintaining the authorised development); or
- (k) article 36 (Felling or lopping trees and removal of hedgerows),

unless the exercise of such powers is in accordance with the written agreement of HPUT.

(2) The undertaker must not exercise any powers pursuant to this Order or the powers conferred by section 11(3) of the 1965 Act (powers of entry) to which sub-paragraph (1) refers, and such powers have no effect—

- (a) in respect of any part of the Campus (which for the avoidance of doubt includes the Campus access road) except, on the terms of this Part of this Schedule, the Campus works area;
- (b) so far as they affect any rights of which HPUT, or any person deriving title from HPUT in relation to the Campus, has the benefit pursuant to the transfer dated 7 March 1994 made between Horseracing Forensic Laboratory Limited, Frances Delia Sidebottom and Harry Sidebottom unless otherwise with the written agreement of HPUT.

Limits on the authorised development within the Campus

134.—(1) The undertaker must not carry out any of the authorised development within the Campus save within—

- (a) the Campus works area on the terms of this Part of this Schedule provided that, subject to paragraph (b), any works or structures placed within it are removed in accordance with paragraph 144 (Reinstatement) of this Part of this Schedule;
- (b) the Campus cable route corridor on the terms of this Part of this Schedule provided that only below ground works or structures comprised in the authorised development may remain within it, save for a single access to the below ground works or structures comprised in the authorised development the details of which have been agreed in accordance with sub-paragraph (2), following reinstatement of the Campus cable route corridor in accordance with paragraph 144 (Reinstatement) of this Part of this Schedule.

(2) The undertaker must not lay any electrical cable within the Campus cable route corridor until it has submitted written details of Work No. 4(c) in the Campus cable route corridor to HPUT, such details to include the proposed location and dimensions for the single access to which paragraph 134(1)(b) of this Part of this Schedule refers which is not to exceed 2 metres by 2 metres wide and 2 metres deep, and the details have been approved by HPUT (such approval not to be unreasonably withheld or delayed and in any event to be given or refused no later than 40 working days following receipt of the written details) and the undertaker must comply with the approved details.

Campus security

135.—(1) The undertaker must install the security fence to the reasonable satisfaction of HPUT before either—

- (a) commencement of any of the authorised development and the beginning of any permitted preliminary works on the Campus works area (excluding the security fence);
- (b) the undertaker enters the Campus works area (except in connection with installation of the security fence),
unless the details approved by HPUT in respect of a particular survey or investigation pursuant to paragraph 146 (Surveys and investigations) expressly set out that this is not necessary in relation to the survey or investigation.

(2) The undertaker must not submit details of the proposed security fence to the relevant planning authority under requirement 11 until it has submitted to HPUT written details of—

- (a) the proposed security fence; and
- (b) any measures on the Campus works area with which the undertaker must comply during installation of the proposed security fence, and the details have been approved by HPUT (such approval not to be unreasonably withheld or delayed and in any event to be given or refused no later than 40 working days following receipt of the written details) and the undertaker must comply with the details to which paragraph (a) refers as approved by the relevant planning authority under requirement 11 and with the details approved by HPUT to which paragraph (b) refers.

(3) The undertaker must not at any time with or without vehicles enter upon any part of the Campus (which for the avoidance of doubt includes the Campus access road) except, on the terms of this Part of this Schedule, the Campus works area.

Work dates

136. The undertaker must not carry out any of the authorised development on the Campus works area until it has proposed and agreed the dates with HPUT (such agreement not to be unreasonably withheld or delayed and in any event given or refused no later than 40 working days following receipt of the written request) on which the authorised development on the Campus works area is to be carried out and—

- (a) the undertaker must not carry out the authorised development on the Campus works area (which includes there being no on-site presence by any personnel of the undertaker)—
 - (i) other than on the agreed dates; and
 - (ii) before a period of 20 working days has passed after the dates have been agreed;
- (b) the number of working days comprised in such dates, unless otherwise agreed in writing with HPUT (such agreement not to be unreasonably withheld or delayed) must not exceed 45.

(2) This paragraph 136 (Work dates) does not apply to surveys and investigations, in respect of which paragraph 146 (Surveys and investigations) will apply.

Construction method and management scheme

137.—(1) The undertaker must submit a detailed construction method and management scheme in respect of that part of the authorised development to be carried out within the Campus works area no later than 40 working days prior to commencing it and must not carry out any part of the authorised development within the Campus works area until the scheme has been approved by HPUT (such approval not to be unreasonably withheld or delayed and in any event to be given or refused no later than 40 working days following receipt of the scheme); and the undertaker must comply with the approved scheme.

- (2) The construction method and management scheme must include details in respect of—
- (a) a construction programme specific to the authorised development on the Campus works area;
 - (b) plans showing the extent of any part of the Campus works area to be used at any time for the purposes of constructing the authorised development on it;
 - (c) the storage of plant and materials;
 - (d) the location and height of all plant and construction equipment;
 - (e) the location and size of compounds and welfare facilities;
 - (f) the management and mitigation of dust emissions and odour;
 - (g) the disposal of waste and other materials arising from the construction programme;
 - (h) security measures during the carrying out of the authorised development including any fencing (but not the security fence to which paragraph 135 (Campus security) instead applies) and any hoardings, any CCTV (including the location of cameras), any security lighting and a physical security presence where appropriate;
 - (i) the lighting of works;
 - (j) impacts on the Campus’s services and utilities (including surface water and foul drainage) throughout the carrying out of the authorised development (including interruption and disruption periods and emergency procedures) and appropriate management and mitigation measures;
 - (k) emergency protocols, including a 24-hour contact number for emergencies;
 - (l) any other matters relevant to the Campus and its operation.
- (3) The undertaker must not burn waste on the Campus works area at any time.

Noise and vibration

138.—(1) The undertaker must not carry out any part of the authorised development on the Campus works area until it has submitted a detailed noise and vibration management plan in respect of that part of the authorised development and the plan has been approved by HPUT (such approval not to be unreasonably withheld or delayed and in any event to be given or refused no later than 40 working days- following receipt of the plan); and the undertaker must comply with the approved plan.

- (2) The plan must include—

- (a) a list of all equipment likely to be a source of noise or vibration affecting the Campus;
- (b) noise and vibration predictions for the Campus;
- (c) measures to reduce noise and vibration;
- (d) measures to monitor compliance with this paragraph 138 (Noise and vibration);
- (e) the sharing of compliance monitoring information with HPUT (to be no less than weekly for the duration of the construction period for the works in the Campus works area);
- (f) the procedure to be followed in the event of complaints (including a 24-hour contact number so that the undertaker may be contacted in the event of any issues).

(3) The undertaker must not use vibrating rollers or impact-driven or vibro-hammer piling rigs on, and within 300 metres of, the Campus works area.

(4) Noise levels at 1m from any office window at the Campus caused by the carrying out of the authorised development (including construction traffic) must not exceed 65 dB LAeq, 12hour between the hours of 07:00 – 19:00 Monday to Saturday and 65 dB LAeq 12 hour at other times.

(5) Noise levels at 1m from any residential window at the Campus caused by the carrying out of the authorised development (including construction traffic) must not exceed 65 dB LAeq, 12hour between the hours of 07:00 – 19:00 Monday to Saturday and 45 dB LAeq 12 hour at other times.

(6) Levels of vibration caused by the carrying out of the authorised development must not exceed vibration criterion VC-B measured on the floor of any building or part of a building on the Campus.

Construction hours

139.—(1) Subject to paragraph 136 (Work dates) no part of the authorised development may be carried out on the Campus works area nor may any other powers pursuant to this Order be exercised on it—

- (a) other than between the hours of 07:00 and 19:00 on Mondays to Saturdays;
- (b) on Sundays and public holidays.

(2) Sub-paragraph (1) does not apply in relation to:

- (a) cases of emergency;
- (b) overnight traffic management measures; and
- (c) activities otherwise agreed by the undertaker with HPUT in advance (such agreement not to be unreasonably withheld or delayed),
- (d) provided that in respect of paragraph (a) the undertaker provides HPUT with details of the emergency within 3 working days of its occurrence, in respect of paragraph (b) the undertaker has provided HPUT with no less than 10 working days written notice and in respect of paragraph (c) the undertaker's request has been made in writing no less than 10 working days in advance.

Supervision

140. The undertaker must carry out the authorised development on the Campus works area under HPUT's reasonable supervision (where given) and the undertaker must give HPUT all such access as it reasonably requires for those purposes.

Construction liaison

141.—(1) The undertaker must procure that a dedicated construction liaison officer will throughout the construction of the authorised development on the Campus works area—

- (a) respond to telephone calls and emails from HPUT between 07:00 and 19:00 hours Mondays to Saturdays (and at any time in case of emergencies or for the purposes of paragraphs 138(2)(f) and 139(2) of this Part of this Schedule) in respect of the construction of the authorised development;

- (b) arrange and hold meetings with HPUT no less than once a week (unless otherwise agreed in writing between HPUT and the undertaker) in respect of the construction of the authorised development on the Campus works area throughout the construction of that part of the authorised development; and the officer must issue minutes of each meeting to HPUT no later than 5 working days after each meeting;
- (c) resolve on behalf of the undertaker reasonable concerns raised by HPUT promptly in respect of the construction of the authorised development,
and the undertaker must not construct any part of the authorised development on the Campus works area until it has provided HPUT in writing with the contact details of the officer.

(2) If HPUT does not consider that the undertaker (or dedicated construction liaison officer on its behalf) has resolved its reasonable concerns in respect of the carrying out of the authorised development pursuant to this paragraph 141 (Construction liaison) it may require the matter to be settled in accordance with Article 39 (Arbitration).

Use of the Campus's facilities

142. The undertaker may not use any of the Campus's facilities (including its power supply) other than on such terms as the undertaker and HPUT agree in advance from time to time.

Health and safety

143. The undertaker must make the health and safety file maintained in respect of the authorised development on the Campus works area pursuant to The Construction (Design and Management) Regulations 2007 available for inspection by HPUT at reasonable prior written notice.

Reinstatement

144.—(1) The undertaker must not carry out any part of the authorised development within the Campus works area until it has submitted a schedule of condition of that area and the schedule has been approved by HPUT (such approval not to be unreasonably withheld or delayed and in any event to be given or refused no later than 40 working days following receipt of the schedule).

(2) The restriction on carrying out any part of the authorised development within the Campus works area to which sub-paragraph (1) refers does not apply in respect of non-intrusive surveys reasonably required for the preparation of the schedule to which the sub-paragraph refers which have been approved in advance in writing by HPUT and are carried out in accordance with such approval (such approval not to be unreasonably withheld or delayed and in any event to be given or refused no later than 40 working days following receipt of the schedule).

(3) The undertaker must within 20 working days following the earlier of—

- (a) the authorised development on the Campus works area, once commenced, not having been carried out for more than 20 consecutive working days; or
- (b) completion of the authorised development on the Campus works area,

reinstate the Campus works area to the condition set out in the schedule of condition (unless otherwise agreed by HPUT and the undertaker acting reasonably) save for the below ground works or structures comprised in the authorised development and any means of access to those works the details of which have been agreed pursuant to paragraph 134 (Limits on the authorised development within the Campus) of this Part of this Schedule and which must be in accordance with the details agreed in writing between HPUT and the undertaker.

Maintenance and decommissioning

145.—(1) Subject to sub-paragraph (2), the undertaker must not carry out any maintenance or decommissioning of the authorised development on the Campus works area, or enter upon any part of it, until it has submitted details of the proposed maintenance or decommissioning activities and measures proposed to mitigate any resulting adverse impacts on the operation of the Campus

and the details have been approved by HPUT (such approval not to be unreasonably withheld or delayed and in any event to be given or refused no later than 40 working days of receipt of the written details) and—

- (a) such details must (unless otherwise agreed in writing between HPUT and the undertaker) accord with the principles of the provisions in this Part of this Schedule where relevant for the purposes of maintenance or decommissioning;
- (b) the undertaker must comply with the approved details.

(2) The undertaker must not use or enter upon any part of the Campus (which for the avoidance of doubt includes the Campus access road) to carry out any maintenance or decommissioning of the authorised development except, on the terms of this Part of this Schedule, the Campus works area, unless otherwise agreed in writing between HPUT in its absolute discretion and the undertaker.

Surveys and investigations

146. The undertaker must not carry out any surveys or investigations (including environmental surveys, geotechnical surveys, intrusive archaeological surveys and other investigations for the purpose of assessing ground conditions) on the Campus works area, or enter upon any part of it for such purposes, until it has submitted details of the proposed surveys or investigations and measures proposed to mitigate any resulting adverse impacts on the Campus works area or operation of the Campus and the details have been approved by HPUT (such approval not to be unreasonably withheld or delayed and in any event to be given or refused no later than 40 working days of receipt of the written details); and—

- (a) such details must (unless otherwise agreed in writing between HPUT and the undertaker) accord with the principles of the provisions in this Part of this Schedule where relevant for the purposes of the surveys or investigations in question; and
- (b) the undertaker must comply with the approved details.

Expenses

147.—(1) The undertaker must pay HPUT the reasonable expenses reasonably incurred by it (including by its solicitors, surveyors or other relevant consultants) for, or in connection with, the carrying out of the authorised development or any action required of HPUT in this Part of this Schedule including—

- (a) considering and giving any agreement or approval pursuant to this Part of this Schedule or otherwise required by the undertaker;
- (b) considering and liaising with the undertaker in respect of any compliance monitoring information provided by the undertaker pursuant to this Part of this Schedule;
- (c) HPUT's reasonable supervision pursuant to paragraph 140 (Supervision) of this Part of this Schedule;
- (d) attending meetings with the undertaker during the construction, maintenance or decommissioning of the authorised development,

and it will be reasonable for HPUT to withhold its agreement or approval pursuant to the relevant provision of this Part of this Schedule if the undertaker does not in advance pay such expenses or provide a solicitor's undertaking (from a firm of reasonably sufficient covenant strength) in respect of them.

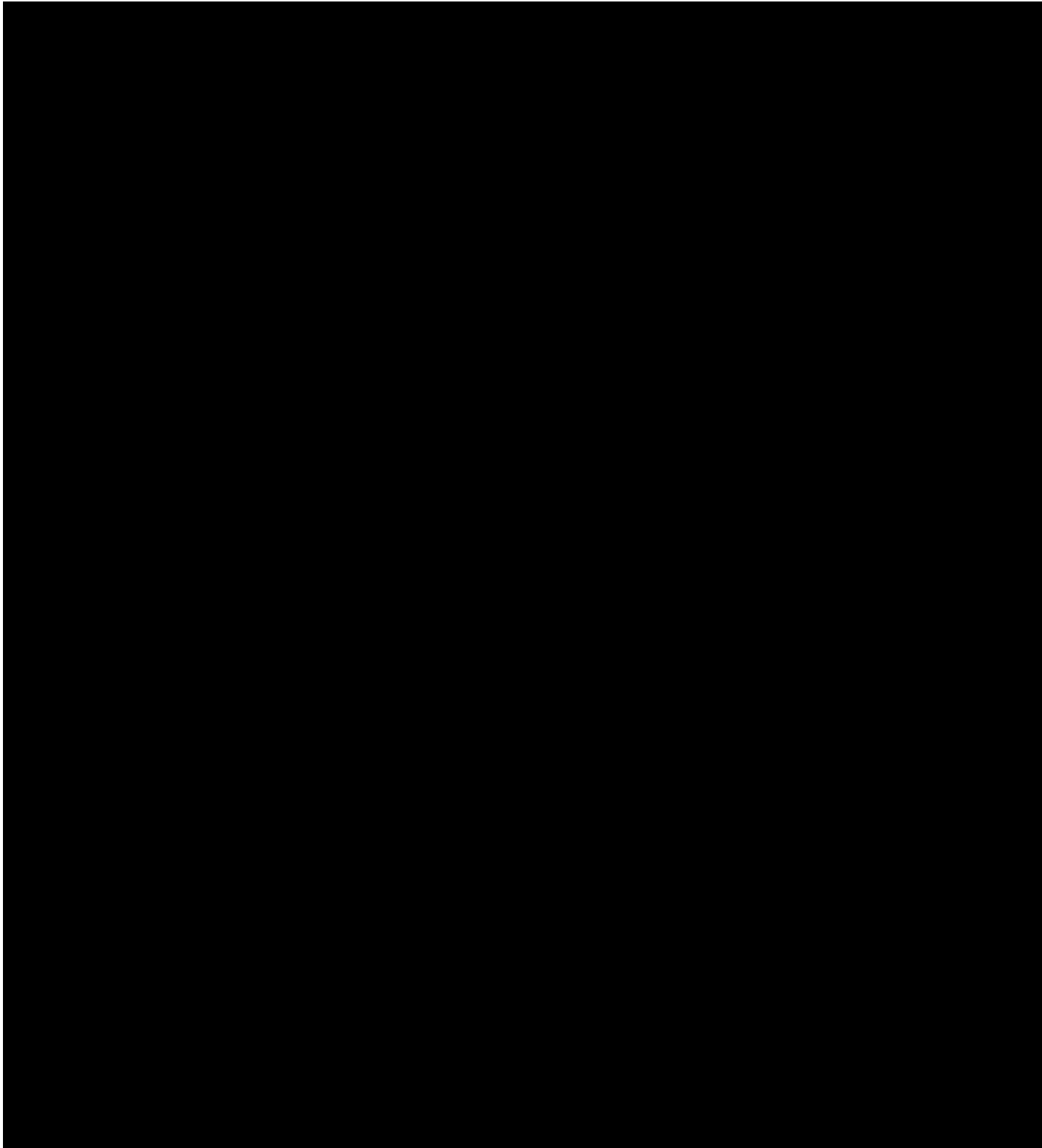
Reasonableness

148. The undertaker and HPUT must act reasonably in respect of any given term of this Part of this Schedule and, in particular, (without prejudice to generality) where any consent, approval or expression of satisfaction is required by this Part of this Schedule it must not be unreasonably withheld or delayed (save in each aforementioned case except in respect of agreement by HPUT pursuant to paragraph 145(2) (Maintenance and decommissioning)).

The HPUT Trustees







149. References in this Part of this Schedule to HPUT A Limited and HPUT B Limited (the “Nominees”) are only to them in their capacity as nominees for and on behalf of NatWest Trustee and Depositary Services Limited (“NatWest”). The same will be the case for any party succeeding them in their capacity as nominees for and on behalf of NatWest.

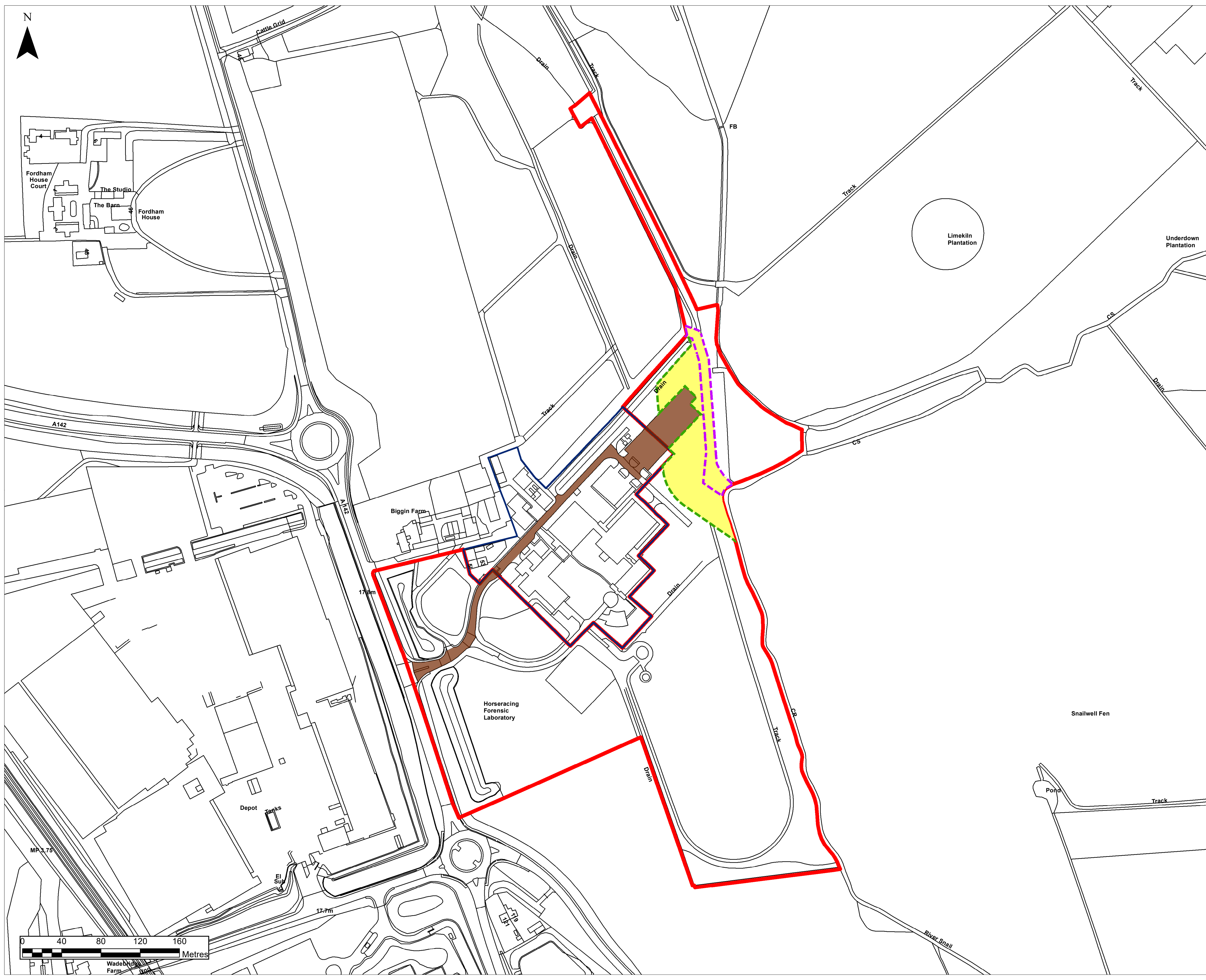
150. References in this Part of this Schedule to NatWest is to it solely in its capacity as trustee and depositary of Federated Hermes Property Unit Trust (the “Fund”). The same will be the case for any party succeeding NatWest in its capacity as trustee and depositary of the Fund.





DO NOT SCALE

- Legend**
-  Proposed security fence
 -  Campus access road
 -  Campus cable route corridor
 -  Campus laydown area
 -  HMLR Title Number CB119083
 -  HMLR Title Number CB328220



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Ver	Date	Description Of Change
1	21/03/2023	AMENDS

DRAWING STATUS: CERTIFIED DOCUMENT



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CLIENT:

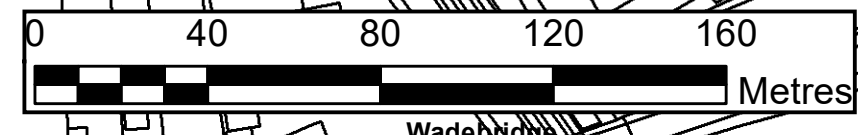
PROJECT: Sunnica Energy Farm Development Consent Order (DCO)

TITLE: Campus plan
Sheet 1 of 1

SCALE @ A1: 1:1,750	CHECKED: MF	APPROVED: CK
PROJECT No: 70050915	DESIGNED: NM	DATE: 21/03/2023

DRAWING No: 70050915-230118-WSP-PLN-AAA-001-BS-0	REV: 06
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Wadebridge Farm