

DATED

9th May

2024

CUMBERLAND COUNCIL

and

SELLAFIELD LIMITED

DEED OF VARIATION TO
SECTION 278 AGREEMENT

Re: U4465 Seascale, in the County of Cumbria

Chief Legal and Monitoring Officer
Cumberland Council
Cumbria House
117 Botchergate
Carlisle CA1 1RD

THIS DEED OF VARIATION is made the 9th day of May 2024

Between

1. **CUMBERLAND COUNCIL** of Cumbria House, 107-117 Botchergate Carlisle Cumbria CA1 1RD ("the Council") of the first part; and
2. **SELLAFIELD LIMITED** of Hinton House Birchwood Park Avenue Warrington WA3 6GR ("the Developer") of the second part and final part.

WHEREAS:

- (1) In this document the following expressions shall have the following meanings respectively unless the context otherwise requires:
 - a) "the Developer" and "the Council" shall have the meanings hereinbefore mentioned save that Cumberland Council is the successor authority to Cumbria County Council who were the Highway Authority at the date of the Section 278 Agreement;
 - b) "the Section 278 Agreement" shall have the meaning hereinafter appearing.
- (2) On 9 November 2022 the Developer entered into an agreement with Cumbria County Council under Section 278 of the Highways Act 1980 in relation to Highway Works on the U4465 Seascale ("the Section 278 Agreement")
- (3) The Developer and the Council (as successor authority to Cumbria County Council) have agreed that the Section 278 Agreement be amended to reflect an increase in the commuted sum payable pursuant to clause 3.6 of the Section 278 Agreement.

This Deed is made pursuant to section 278 of the Highways Act 1980 as substituted by Section 23 of the New Road and Street Works Act 1991.

NOW THIS DEED WITNESSETH that: -

1. the Section 278 Agreement shall at all times be read and construed as if
Clause 3.6 was amended to read: -

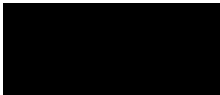
“3.6 The Developer shall deposit with the Council the sum of £56,112
in respect of the 30 year maintenance of the x 4 no. traffic signal
heads (Annual Maintenance £34,430, 15 year signals £12,834
and 30 year signals £8,848)”

but in all other respects the parties hereto confirm the Agreement.

2. The Developer shall pay to the Council the sum of £46,112 being the
difference between the original payment of £10,000 paid pursuant to clause
3.6 of the Section 278 Agreement and the increased amount now specified in
clause 1 above.

IN WITNESS whereof the parties hereto have executed this Deed the day and year
first before written

Executed as a Deed by)
affixing the Common Seal of)
CUMBERLAND COUNCIL)
in the presence of:-)

Authorised Signatory . 



Executed as a **DEED** by)

Affixing the Common Seal of)

Sellafield Limited: -)

in the presence of:-)



Director



Director/Secretary

