

DATED

5 January

2024

**NATIONAL GRID ELECTRICITY DISTRIBUTION (SOUTH
WEST) PLC**

GENERAL VESTING DECLARATION

Relating to land adjacent to Avonmouth Way,
Bristol and land on the east and west side of
Kings Weston Lane, Avonmouth, Bristol

Stage 5



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THE NATIONAL GRID (HINKLEY POINT C CONNECTION PROJECT) ORDER 2016

THIS GENERAL VESTING DECLARATION is made on the 5 day of January 2024 by the Company

WHEREAS:

- (A) On 19 January 2016 the Order was made by authority of the Secretary of State for Energy and Climate Change under the powers conferred on him by section 114 of the Planning Act 2008 authorising the Company to acquire the rights and to impose the restrictions specified in the Second Schedule.
- (B) The Order came into force on 9 February 2016.
- (C) A subsequent notice given and published in the Bristol Post on 30 March 2022 (the **s3 Notice**), before the service of any notice to treat in respect of any of the rights and restrictions described in the Second Schedule, included the particulars specified in section 3(3) of the Act, as modified by the Order.
- (D) The s3 Notice did not specify a period longer than two months beginning with the date of publication of the s3 Notice as the period before the end of which this general vesting declaration could not be executed.

NOW THIS DEED WITNESSETH that, in exercise of the powers conferred on it by section 4 of the Act as applied and modified by article 25 of the Order, the Company hereby declares as follows:

1 Vesting of the benefit of Rights and Restrictions

As from the end of the period of 28 days from the date on which service of the notices required by section 6 of the Act is completed (save insofar that they comprise or affect interests of Excluded Persons in such land) in relation to each Plot listed in column 1 of the Second Schedule:

- 1.1 the Rights listed in column 3 of the Second Schedule;
 - 1.2 the right to enforce the Undergrounding Restrictions listed in column 4 of the Second Schedule; and
 - 1.3 the right to enforce the Access Restrictions listed in column 4 of the Second Schedule;
- shall vest in the Company.

2 Interests to benefit from Rights and Restrictions

In relation to each Plot the Rights described in column 3 of the Second Schedule shall vest in and be exercisable and the benefit of the Undergrounding Restrictions and the Access Restrictions described in column 4 of the Second Schedule shall vest in and be enforceable by the Company for the benefit of and for all purposes connected with:

- 2.1 the land comprised in the Company's Titles or such parts thereof as are capable of benefiting from the same; and
- 2.2 such other parts of the Company's Undertaking as are capable of benefiting from the same.

3 **Highways and Utilities**

This Declaration shall not have effect of vesting in the Company any interest or right in:

- 3.1 any Highway, although for the avoidance of doubt, this exclusion does not prevent the vesting of rights in land which is horizontally or vertically adjacent to the Highway; or
- 3.2 any Utility Conduit.

4 **The Company's Covenants**

The Company covenants with each Owner so as to bind the Company's Undertaking and for the benefit and protection of the Owner's Land:

- 4.1 when exercising any of the Rights upon the Owner's Land, to comply with the requirements of Section 29 of the Electricity Act 1989;
- 4.2 to make good to the reasonable satisfaction of the Owner any damage caused to the Owner's Land or to any buildings, structures, trees, crops, deadstock or livestock on it caused by the exercise of any of the Rights or (if and to the extent that such damage cannot be made good) to compensate the Owner for any such damage;
- 4.3 if required by the Owner, to remove from the Owner's Land all timber, etc, cut by the Company in accordance with the Rights and to leave the corresponding parts of the Owner's Land neat and tidy; and
- 4.4 subject to the provisions of clause 5, to keep the Owner indemnified against all actions which may be brought against it and all claims and demands which may be made against it by reason of any negligence on the part of the Company in the exercise of the Rights, or any breach by the Company of the Company's obligations to the Owner, in this Declaration.

5 **The Company's Indemnity**

- 5.1 The indemnity in clause 4.4 is conditional upon the Owner:
 - 5.1.1 giving to the Company written notice of any such actions claims or demands as soon as reasonably possible after the Owner becomes aware of any such actions claims or demands;

- 5.1.2 not admitting liability to any third party, making any offer to settle, settling or compromising any such actions claims or demands without the Company's consent (such consent not to be unreasonably withheld or delayed);
 - 5.1.3 taking all reasonable steps to mitigate any liabilities relating to such actions claims or demands; and
 - 5.1.4 keeping the Company informed in relation to the progress of any such actions, claims and demands and paying due regard to the Company's reasonable representations in relation thereto.
- 5.2 The indemnity at Clause 4.4 shall not apply to the extent that the relevant amount resulted from or was increased by the negligence or default of the Owner, or any other Third Party (other than a Third Party authorised by the Company to exercise the Rights) or any of their respective employees agents consultants or contractors.

6 Minor Tenancies

For the purposes of section 2(2) of the Act, the specified period in relation to the land comprised in this Declaration is 1 year and 1 day.

7 Definitions and Interpretation

In this Declaration wherever the context permits:

- 7.1 the capitalised terms appearing in this Declaration have the respective meanings assigned to them by the First Schedule;
- 7.2 references to 'the Owner' include the Owner's personal representatives, successors in title or permitted assigns;
- 7.3 references to 'the Company' include the Company's assignees and the successors in title to the Company's Undertaking;
- 7.4 where a party is placed under a restriction in this Deed the restriction is to be deemed to include the obligation on that party not to permit or suffer any infringement of the restriction;
- 7.5 all obligations (including restrictions) given or undertaken by or imposed upon more than one person in the same capacity are given or undertaken by or imposed upon them jointly and severally;
- 7.6 headings are for ease of reference only and are not to be taken into account in the interpretation of the provisions to which they refer;
- 7.7 references to clauses and schedules are references to the relevant clause in or schedule to this Declaration;

- 7.8 words denoting the singular include the plural and vice versa;
- 7.9 references 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;
- 7.10 references to persons includes persons firms and companies;
- 7.11 words importing one gender include both other genders;
- 7.12 in relation to a Plot the description of the Plot in the Second Schedule may not take into account any works that have subsequently been undertaken in, under or over the Plot pursuant to the Order;
- 7.13 in the event of inconsistency between the extent of a Plot shown on the Plan and the description of that Plot in column 2 of the Second Schedule the Plan shall override the description of that Plot in column 2 of the Second Schedule; and
- 7.14 the Plans drawn at declared scale of 1:1,250 shall be regarded as definitive and any of the Plans which are reproduced at declared scale of 1:500 and/or "Enlargement" inserts in the Plans are illustrative only.

8 **Registration**

The Company hereby requests the Chief Land Registrar:

- 8.1 to note the benefit of any Vested Rights acquired by the Company by this Declaration in relation to a particular Plot in the property registers of each of the relevant Company Title/s (if any); and
- 8.2 to note the burden of Vested Rights acquired by the Company by this Declaration in relation to a particular Plot in the charges register of each Owner's Title relating to that Plot.

9 **Contracts (Rights of Third Parties) Act**

For the avoidance of doubt and save insofar as expressly provided to the contrary in this Declaration, it is not intended that a person other than the Company or an Owner shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Declaration

EXECUTED as a DEED by the Company on the day and year above-written

THE FIRST SCHEDULE

Term	Meaning
Access Restrictions	Covenants by the Owner with the Company so as to bind the Owner's Land within the relevant Plot for the benefit and protection of the Company's Undertaking insofar as the same are capable of so benefitting not to do or suffer to be done anything upon the Owner's Land which may in any way interfere with the Company's enjoyment of the Access Rights and shall take all reasonable precautions to prevent such interference;
Access Rights	<p>The following rights for the Company and all those authorised by the Company from time to time:</p> <ol style="list-style-type: none"> 1. the right of way for the Company and all those authorised by the Company from time to time with or without vehicles plant and equipment at all times across the relevant Plot/s; 2. the rights contained at paragraph 4 of Underground Rights in so far as they relate to Access Rights; 3. the right of way with or without vehicles, plant and equipment to enter the relevant Plot to access any adjoining land in connection with the purposes authorised by the Order; and 4. the right to enter the relevant Plots to carry out activities ancillary to the exercise of the above rights including the rights to construct, use, retain, inspect, maintain, repair, alter, renew, replace or resurface such access ways;
Act	Compulsory Purchase (Vesting Declarations) Act 1981 as amended;
Company	National Grid Electricity Distribution (South West) PLC (registered company number 02366894);
Company's Title	means the freehold interest in land on the south side of Avonmouth Way, Avonmouth with title numbers BL13329 and BL14639;
Company's Undertaking	the Company's undertaking for the distribution of electricity including (without limitation) such land and hereditaments forming part of that undertaking as are accommodated by the Vested Rights including, without limitation the Company's Titles;
Conduit	Sewers, drains, watercourse, pipes, cables, wires, ducts, hydrants, cable trays, and other service channels, conduits, apparatus or media for the passage or transmission of Services;
Electric Cables	1. electricity cables not exceeding 12 in number for transmitting electricity at such pressure as the Company may from time to time require for the

Term	Meaning
	<p>purposes of its operations together with fibre optic cables in connection with the use of the Company's Undertaking only; and</p> <p>2. any other ancillary equipment or apparatus required by the Company from time to time in connection with the electricity cables (but excluding fibre optic cables for the use of any third party or commercial operator) in relation to the relevant Plot including, without limitation, kiosks, cable markers and inspection chambers;</p>
Excluded Persons	In relation to the relevant Plots, those persons listed in column 6 of the Second Schedule;
Highway	such (if any) of the airspace, surface, structure or subsoil of the relevant Plot as forms part of any highway and which vests in the highway authority, but for the avoidance of doubt shall not include any of the subsoil, airspace, verge or any other land which although horizontally, or vertically adjacent to the highway, does not so vest (and where a highway passes over a bridge or through a tunnel, that bridge or tunnel is to be taken for the purposes of this Declaration to be a part of the highway);
Order	The National Grid (Hinkley Point C Connection Project) Order 2016 as amended;
Owner	an owner and/or lessee of an interest in one or more Plots other than an Excluded Person;
Owner's Land	such of the Plot/s as are vested in the relevant Owner on the date of this Declaration;
Owner's Title	A registered title of which an Owner is the registered proprietor and which is listed in column 5 of the Second Schedule in relation to a Plot;
Plan	The plan attached hereto titled 'M&M SUGVD NGED (WPD) (S5) OVERVIEW PLAN' with reference number HINK-M&M SUGVD NGED (WPD) (S5)-OV-1;
Plot	a plot of land described in column 2 of the Second Schedule and marked by the relevant Plot Number and shown either coloured pink and edged red or coloured pink and edged red and green (as appropriate) and coloured green and edged green on the Plan;
Plot Number	the number for the relevant Plot appearing in column 1 of the Second Schedule;
Rights	<p>in relation to each Plot such of the following rights for the Company and all those authorised by the Company from time to time for the benefit of the Company's Undertaking:</p> <p>1. Access Rights; and</p> <p>2. Undergrounding Rights;</p> <p>as are specified in column 3 of the Second Schedule in relation to that Plot;</p>

Term	Meaning
Services	Water, gas, electricity, telecommunications, data transfer, surface water drainage, foul drainage and/or other services as the context permits;
Undergrounding Restrictions	<p>covenants by the Owner with the Company so as to bind the Owner's Land within the relevant Plot for the benefit and protection of the Company's Undertaking insofar as the same are capable of so benefiting:</p> <ol style="list-style-type: none"> 1 not to store or do or suffer to be done anything on the Owner's Land that may in any way interfere with, damage or cause injury to the Electric Cables or their operation or interfere with or obstruct the Company's access thereto or the use thereof; 2 (without limiting clause 1) not to: <ol style="list-style-type: none"> (a) do or suffer to be done anything upon the Owner's Land without taking all reasonable precautions to prevent interference, obstruction, damage or injury to any Electric Cables or the Company's access thereto or use thereof; (b) erect any building or structure (or their foundations) (whether temporary or permanent) or plant or allow to grow any plant bush tree or similar vegetation within the Owner's Land; (c) change the level of the surface, ground cover or composition of the Owner's Land or do or allow to be done anything that may cause the level of the surface, ground cover or composition of the Owner's Land whether on or within the Owner's Land or otherwise; (d) drill, dig or break up the Owner's Land without the written consent of the Company; or (e) (where such consent is granted) drill, dig or break up the Owner's Land without a representative of the Company present at all times; and 3 in so far as the Owner's Land, or any part thereof, is not registered at the Land Registry, not to raise any objection to the Company applying to register such restrictions as D(ii) land charges and/or applying for caution/s against first registration in respect of the Owner's Land;
Undergrounding Rights	<p>the following rights for the Company and all those authorised by the Company from time to time for the benefit of the Company's Undertaking:</p> <ol style="list-style-type: none"> 1. the right to enter at all times the Owner's Land within the relevant Plot with or without vehicles, plant and equipment: <ol style="list-style-type: none"> a) to place within the Owner's Land from time to time the Electric Cables at a depth of not less than 0.9 metres below the present surface of the land comprising the Plot (save where the Electric Cables are brought to or above the surface for a cable bridge or

Term	Meaning
	<p>other operational need) and thereafter retain, inspect, maintain, repair, alter, renew, replace and remove the Electric Cables;</p> <p>b) to place on the Owner's Land from time to time as required by the Company Kiosks together with ancillary equipment connecting such Kiosks to the Electric Cables;</p> <p>2. the right to use the Electric Cables and (where applicable) each such Kiosk;</p> <p>3. the Access Rights;</p> <p>4. the right with or without vehicles plant and equipment at the Company's expense and in a:</p> <p>a) proper and woodmanlike manner to fell, trim or lop all trees, bushes and other vegetation on the Owner's Land within the relevant Plot which obstructs or interferes with the exercise of such rights; and</p> <p>b) proper and workmanlike manner to the extent necessary to rectify any breach of the Underground Restrictions to remove any buildings, structures, pylons and vegetation from the relevant part of the Owner's Land</p> <p>5. the right to carry out any activities on the Owner's Land ancillary or incidental to the exercise of the above rights.</p>
Utility Company	<p>1. a 'public communication provider' as the term is defined in section 151(1) of the Communications Act 2003;</p> <p>2. a 'public utility undertaker' as the term is defined in the Highways Act 1980; or</p> <p>3. a 'statutory undertaker' as the term is defined in paragraph 2 of Part 1 of Schedule 15 to the Order</p>
Utility Conduit	Such (if any) of the Plot as is occupied at the date of this Declaration by a Conduit housing Service/s belonging to one or more Utility Company (other than the Company) together with the contents of such Conduit;
Vested Rights	All Rights, Undergrounding Restrictions and Access Restrictions the benefit of which or the right to enforce is vested in the Company by virtue of this Declaration.

THE SECOND SCHEDULE

1	2	3	4	5	6
Plot Number	Plot Description	Rights Acquired	Restrictions Imposed	Owner's Title	Excluded Person/s
2	Approximately 6.7 m2 of land on the north side of Avonmouth Way Avonmouth Bristol	Undergrounding Rights	Undergrounding Restrictions	Unregistered AND EXCLUDING title numbers BL128200	The proprietors of the title listed as excluded in column 5 and anyone deriving title from such proprietors
3	Approximately 1318.5 m2 of land being adjacent to Avonmouth Way Avonmouth, Bristol	Undergrounding Rights	Undergrounding Restrictions	Unregistered AND EXCLUDING title number BL29019 (Freehold) (subject to the discretionary first leases with the pending title numbers BL165512 and BL165839 also to be excluded) AND EXCLUDING title number BL164099 (Leasehold)	The proprietors of the title listed as excluded in column 5 and anyone deriving title from such proprietors
5	Approximately 33.9 m2 of land on the north side of Avonmouth Way Avonmouth Bristol	Access Rights	Access Restrictions	Unregistered AND EXCLUDING title numbers BL128200	The proprietors of the title listed as excluded in column 5 and anyone deriving title from such proprietors

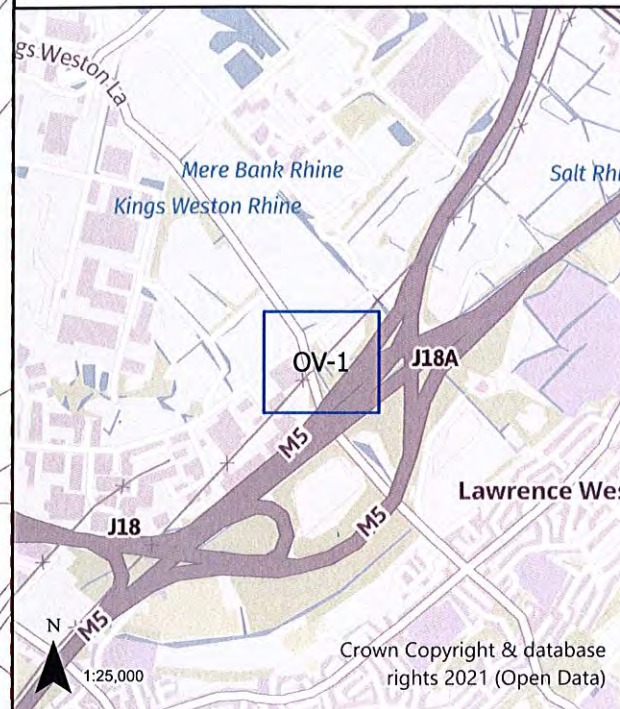
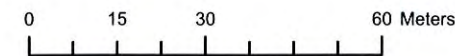
1	2	3	4	5	6
Plot Number	Plot Description	Rights Acquired	Restrictions Imposed	Owner's Title	Excluded Person/s
6	Approximately 468.7 m2 of land on west side of Kings Weston Lane Avonmouth Bristol	Access Rights	Access Restrictions	Unregistered AND EXCLUDING title number BL29019 (Freehold) (subject to the discretionary first leases with the pending title numbers BL165512 and BL165839 also to be excluded) AND EXCLUDING title number BL164099 (Leasehold)	The proprietors of the title listed as excluded in column 5 and anyone deriving title from such proprietors
17	Approximately 23.9 m2 of land on the east side of Kings Weston Lane Avonmouth Bristol	Undergrounding Rights	Undergrounding Restrictions	Unregistered AND EXCLUDING title number BL67442	The proprietors of the title listed as excluded in column 5 and anyone deriving title from such proprietors.

HINKLEY C CONNECTION PROJECT

Title **M&M SUGVD NGED (WPD) (S5)
OVERVIEW PLAN**

Ref No: **HINK-M&M SUGVD NGED (WPD) (S5) - OV1**

Plan: **1 of 1**



- LEGEND**
- Access Rights and Restrictions
 - Undergrounding Rights and Restrictions
 - GVD Plot Outline

Coordinate System: British National Grid		Map Centre:		
Projection: Transverse Mercator		353431E 178686N		
Datum: OSGB 1938				
Units: Metre				
Version:	Date:	Remarks:	Drawn:	Checked:
v1	11/30/2023	Published	GM	KO

SCALE: 1:1,250 PAPER SIZE: A3

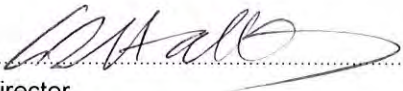
Notes:
This drawing is scaled at paper size A3, therefore any prints taken at different sizes will affect the accuracy of the measurement units and should not be scaled against.



SCALE 1:500

Executed by NATIONAL GRID ELECTRICITY)
DISTRIBUTION (SOUTH WEST) PLC)
acting by two directors or a director)
and its secretary as authorised by the)
Board of Directors

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Director



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Director/Secretary