

DATED

5 January

2024

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

GENERAL VESTING DECLARATION

Relating to an underground cable route of land to the east of Wren
Gardens, Portishead, Bristol and to the north west of Wharf Lane,
Portbury, Bristol and to the east of the A403, Bristol

Stage 3 & 9.1



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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 2 November 2023 (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; and
 - 1.2 the right to enforce the Undergrounding 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 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 1:250 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 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 Undergrounding 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 Titles	means the freehold interests in Portishead Substation at Portishead, North Somerset registered at the Land Registry under title numbers ST257280 and ST201359;
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	<ol style="list-style-type: none"> 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 purposes of its operations together with fibre optic cables in connection with the use of the Company's Undertaking only; and 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;

Term	Meaning
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 set of 2 plans attached hereto titled 'STAGE 3 & 9 NPI OVERVIEW PLANS' with reference numbers HINK-GVDS3&9NPI-OV1 and HINK-GVDS3&9NPI-OV2;
Plot	a plot of land described in column 2 of the Second Schedule and marked by the relevant Plot Number and shown coloured pink and edged red 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 style="padding-left: 40px;">1. Undergrounding Rights;</p> <p>as are specified in column 3 of the Second Schedule in relation to that Plot;</p>
Services	Water, gas, electricity, telecommunications, data transfer, surface water drainage, foul drainage and/or other services as the context permits;

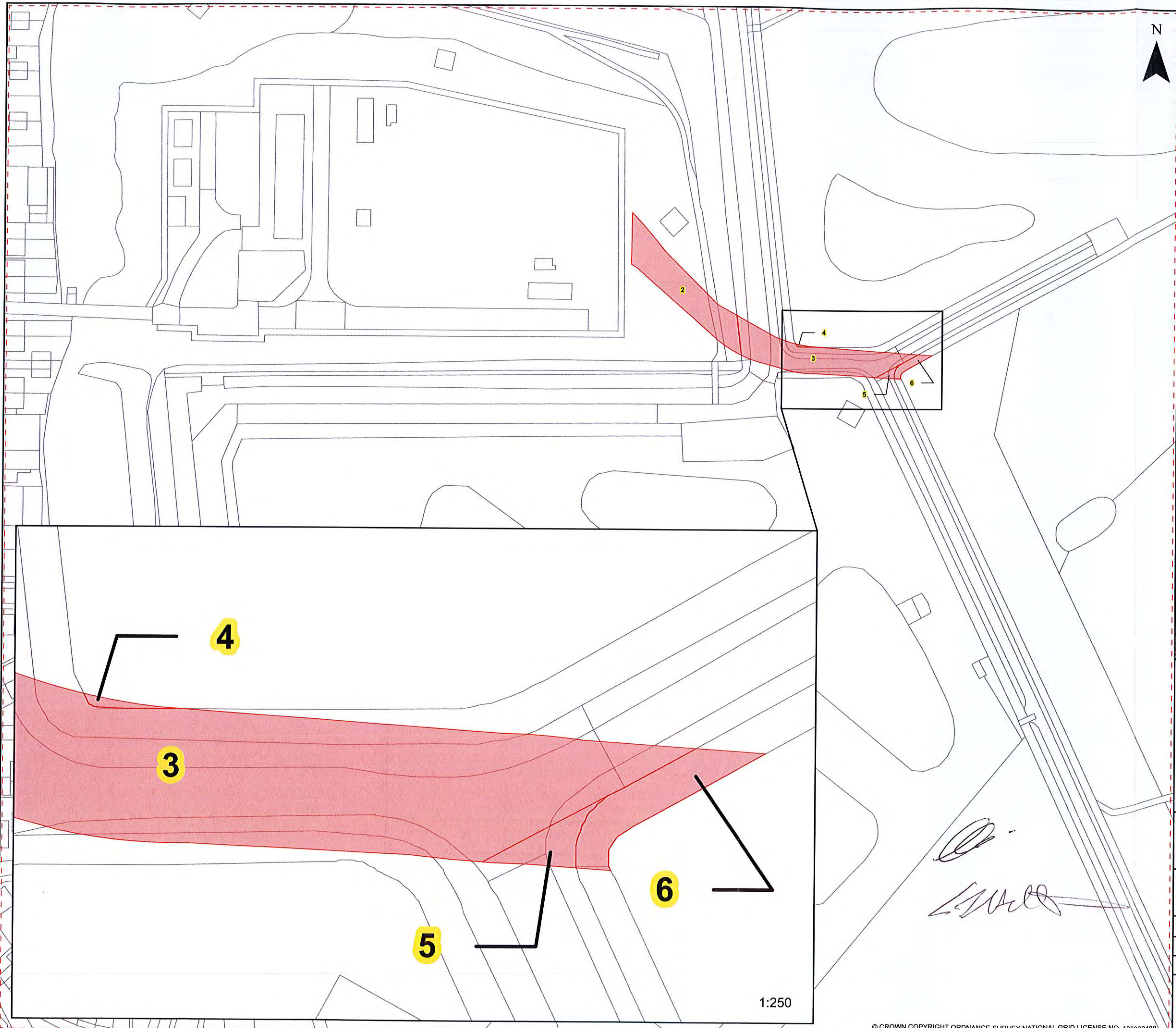
Term	Meaning
Undergrounding Restrictions	<p>covenants by the Owner with the Company so as to bind the Owner's Land within the relevant Plot for the benefit and protection of the Company's Undertaking insofar as the same are capable of so benefiting:</p> <ol style="list-style-type: none"> 1 not to store 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 other operational need) and thereafter retain, inspect, maintain, repair, alter, renew, replace and remove the Electric Cables;

Term	Meaning
	<ul style="list-style-type: none"> 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; 2. the right to use the Electric Cables and (where applicable) each such Kiosk; 3. the Access Rights; 4. the right with or without vehicles plant and equipment at the Company's expense and in a: <ul style="list-style-type: none"> 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 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 5. the right to carry out any activities on the Owner's Land ancillary or incidental to the exercise of the above rights.
Utility Company	<ul style="list-style-type: none"> 1. a 'public communication provider' as the term is defined in section 151(1) of the Communications Act 2003; 2. a 'public utility undertaker' as the term is defined in the Highways Act 1980; or 3. a 'statutory undertaker' as the term is defined in paragraph 2 of Part 1 of Schedule 15 to the Order
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 and Undergrounding Restrictions the benefit of which or the right to enforce is vested in the Company by virtue of this Declaration.

THE SECOND SCHEDULE

1 Plot Number	2 Plot Description	3 Rights Acquired	4 Restrictions Imposed	5 Owner's Title	6 Excluded Person/s
1	Plot not in use				
2	Approximately 482.34 sqm of scrubland east of Wren gardens	Undergrounding Rights	Undergrounding Restrictions	ST237349 (subject to a pending application for a transfer of part with pending title number ST382057 to be included in this Plot)	
3	Approximately 493.52 sqm of scrubland, access track and drainage ditches banks and beds thereof north west of Wharf Lane	Undergrounding Rights	Undergrounding Restrictions	ST237349 (subject to a pending application for a transfer of part with pending title number ST382057 to be included in this Plot)	
4	Approximately 2.22 sqm of grassland north west of Wharf Lane	Undergrounding Rights	Undergrounding Restrictions	ST204517 (subject to a pending application for a transfer of part with pending title number ST382057 to be included in this Plot)	

5	Approximately 12.47 sqm of access track north west of Wharf Lane	Undergrounding Rights	Undergrounding Restrictions	Unregistered	
6	Approximately 31.76 sqm of drainage ditch bank and bed thereof north west of Wharf Lane	Undergrounding Rights	Undergrounding Restrictions	ST128445	
7	Plot not in use				
8	Plot not in use				
9	Plot not in use				
10	Approximately 1608.06 sqm of scrubland and drainage ditch banks and bed thereof east of A403	Undergrounding Rights	Undergrounding Restrictions	BL61457	



nationalgrid

HINKLEY C CONNECTION PROJECT

Title: **STAGE 3 & 9 NPI OVERVIEW PLANS**

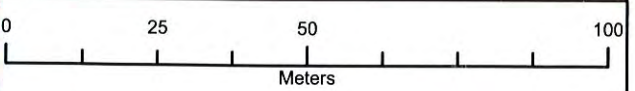
Ref No: HINK-GVDS3&9NPI-OV1

Plan: 1 of 2



LEGEND

- GVD Plan Outlines
- Undergrounding Rights and Restrictions



Coordinate System: British National Grid
 Projection: Transverse Mercator
 Datum: OSGB 1938
 Units: Metre

Map Centre:
 348443E 176828N

Version:	Date:	Remarks:	Drawn:	Checked:
v3	11/30/2023	Published	GM	ED

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.



1:250

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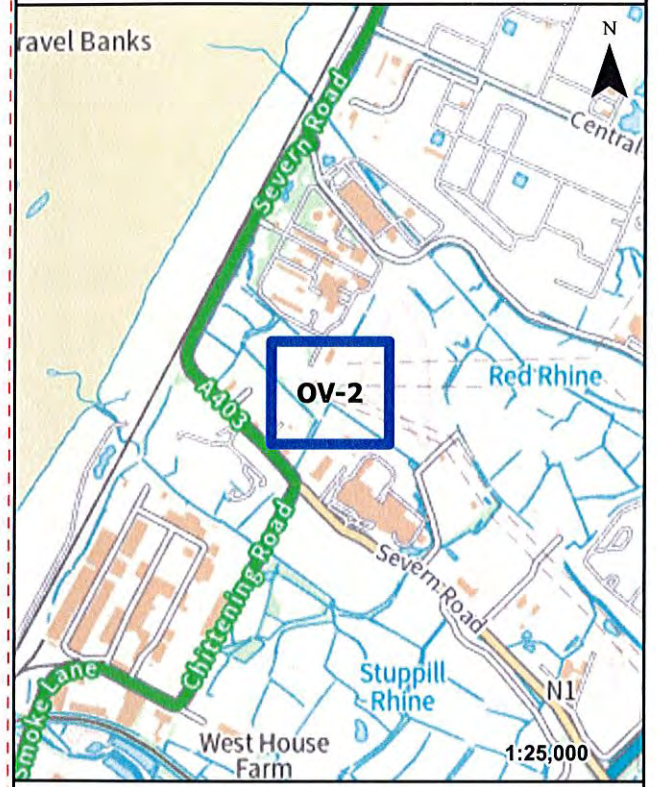


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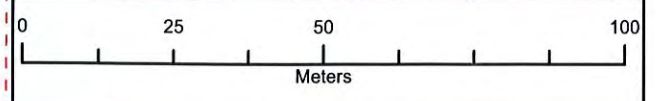
HINKLEY C CONNECTION PROJECT

Title	STAGE 3 & 9 NPI OVERVIEW PLANS
Ref No:	HINK-GVDS3&9NPI-OV2
Plan:	2 of 2



LEGEND

- GVD Plan Outlines
- Undergrounding Rights and Restrictions



Coordinate System: British National Grid Projection: Transverse Mercator Datum: OSGB 1938 Units: Metre	Map Centre: 353627E 182114N
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Version:	Date:	Remarks:	Drawn:	Checked:
v3	11/30/2023	Published	GM	ED

SCALE: 1:1,250	PAPER SIZE: A3
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BK Bruton Knowles

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)



.....
Director



.....
Director/Secretary