

DATED

9 January

2024

**NATIONAL GRID ELECTRICITY TRANSMISSION PLC**

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**GENERAL VESTING DECLARATION**

**Relating to The National Grid (Hinkley  
Point C Connection Project) Order 2016**

Relating to land east of Wick Moor Drove, Stogursey,  
Bridgwater, Somerset, north of Burtle Road, Bridgwater  
Somerset and south and south west of Ham Lane, Loxton,  
Axbridge, Somerset

Stage 10 South SU

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**BDB PITMANS**

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

THIS **GENERAL VESTING DECLARATION** is made on the 9<sup>th</sup> 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 her 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 Bridgwater Mercury on 7 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 Permanent Land and the benefit of Rights and Restrictions**

As from the end of the period of 28 days from the date on which the service of 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 Permanent Land described or referred to in column 3 of the Second Schedule;
- 1.2 the Rights listed in column 4 of the Second Schedule;
- 1.3 the right to enforce the Overhead Restrictions listed in column 5 of the Second Schedule;
- 1.4 the right to enforce the Access Restrictions listed in column 5 of the Second Schedule; and
- 1.5 the right to enforce the Planting Restrictions listed in column 5 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 4 of the Second Schedule shall vest in and be exercisable and the benefit of the Overhead Restrictions, the Access Restrictions and the Planting Restrictions described in column 5 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 benefitting from the same; and
- 2.2 such other parts of the Company's Undertaking as are capable of benefitting 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's Titles (if any);
- 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; and
- 8.3 to register the Company as the proprietor of the freehold estate in the whole of the Vested Property with absolute title.

## 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
<b>Access Restrictions</b>	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 to take all reasonable precautions to prevent such interference;
<b>Access Rights</b>	<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"> <li>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;</li> <li>2. the rights contained at paragraph 4 of Overhead Rights in so far as they relate to Access Rights;</li> <li>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</li> <li>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;</li> </ol>
<b>Act</b>	Compulsory Purchase (Vesting Declarations) Act 1981 as amended;
<b>Company</b>	National Grid Electricity Transmission PLC, a company incorporated and registered in England and Wales with company registration number 02366977;
<b>Company's Titles</b>	<p>means the freehold interests in:</p> <ol style="list-style-type: none"> <li>a) Loxton Sealing Compound registered with title numbers ST294124 and ST318828 (being the relevant titles for plots 3,4,5,6 &amp; 8 listed in the Second Schedule); and</li> <li>b) Bridgwater Substation, Westonzoyland Road, Bridgwater, Somerset registered at the Land Registry under title number ST279604 (being the relevant titles for plots 1 &amp; 2 listed in the Second Schedule);</li> </ol>
<b>Company's Undertaking</b>	the Company's undertaking for the transmission 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;
<b>Conductors</b>	up to 24 conductors (the approximate centre line of which is indicated by a black line on the Plan and subject to their maximum swing) for transmitting electricity at such pressure as the Company may from time to time require for the purposes of its operations together

Term	Meaning
	with [an] earth wire[s] and fibre optic cables (in connection with the use of the Company's Undertaking only);
<b>Conduit</b>	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;
<b>Electric Lines</b>	<ol style="list-style-type: none"> <li>1. the Conductors;</li> <li>2. the Towers; and</li> <li>3. any other equipment or apparatus (but excluding fibre optic cables for the use of any third party or commercial operator) required by the Company from time to time in connection with the Towers or the Conductors;</li> </ol>
<b>Excluded Persons</b>	In relation to the relevant Plots, those persons listed in column 7 of the Second Schedule;
<b>Highway</b>	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);
<b>Order</b>	The National Grid (Hinkley Point C Connection Project) Order 2016 as amended;
<b>Overhead Restrictions</b>	<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 is capable of so benefiting:</p> <ol style="list-style-type: none"> <li>1. not to do or suffer to be done anything upon the Owner's Land which may in any way interfere with, damage or cause injury to any Electric Lines or interfere with or obstruct the Company's access thereto or use thereof;</li> <li>2. (without limiting clause 1) not to: <ol style="list-style-type: none"> <li>(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 Lines or the Company's access thereto or use thereof;</li> <li>(b) erect any building or structure (whether temporary or permanent) or plant or allow to grow any plant or tree on the Owner's Land within 5.3 metres of any Conductor when at its maximum temperature and/or maximum swing;</li> <li>(c) erect any building or structure (whether temporary or permanent) or plant or allow any plant or tree within a 15</li> </ol> </li> </ol>



Term	Meaning
	<p>metres radius in any direction from the centre of any Tower without the written consent of the Company (such consent not to be unreasonably withheld or delayed and which consent may be granted subject to reasonable conditions);</p> <p>(d) store or place within a 15 metre radius in any direction from the centre of any of Tower any goods or materials whatsoever without the written consent of the Company (such consent not to be unreasonably withheld or delayed and which consent may be granted subject to reasonable conditions);</p> <p>(e) raise the level of the surface of the Owner's Land so as to make the distance between the level of the ground and the lowest Conductor at any point of its span less than 7.6 metres;</p> <p>(f) carry out any works or excavations whether on the Owner's Land or otherwise which may endanger the stability, safety and integrity of any of the Electric Lines; and</p> <p>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;</p>
<b>Overhead Rights</b>	<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"> <li>1. the right with or without vehicles plant and equipment to enter the relevant Plot to erect the Electric Lines and thereafter retain, inspect, maintain, repair, alter, renew, replace and remove the Electric Lines;</li> <li>2. the Access Rights;</li> <li>3. the right to use such Electric Lines;</li> <li>4. the right with or without vehicles plant and equipment at the Company's expense and in a: <ol style="list-style-type: none"> <li>(a) proper and woodmanlike manner to fell, trim or lop all trees and bushes on the Owner's Land which obstruct or interfere with the exercise of the Overhead Rights or the Access Rights; and</li> <li>(b) proper and workmanlike matter to the extent necessary to rectify any breach of the Overhead Restrictions or the Access Restrictions to remove any buildings, structures, pylons and vegetation from the relevant part of the Owner's Land;</li> </ol> </li> </ol>

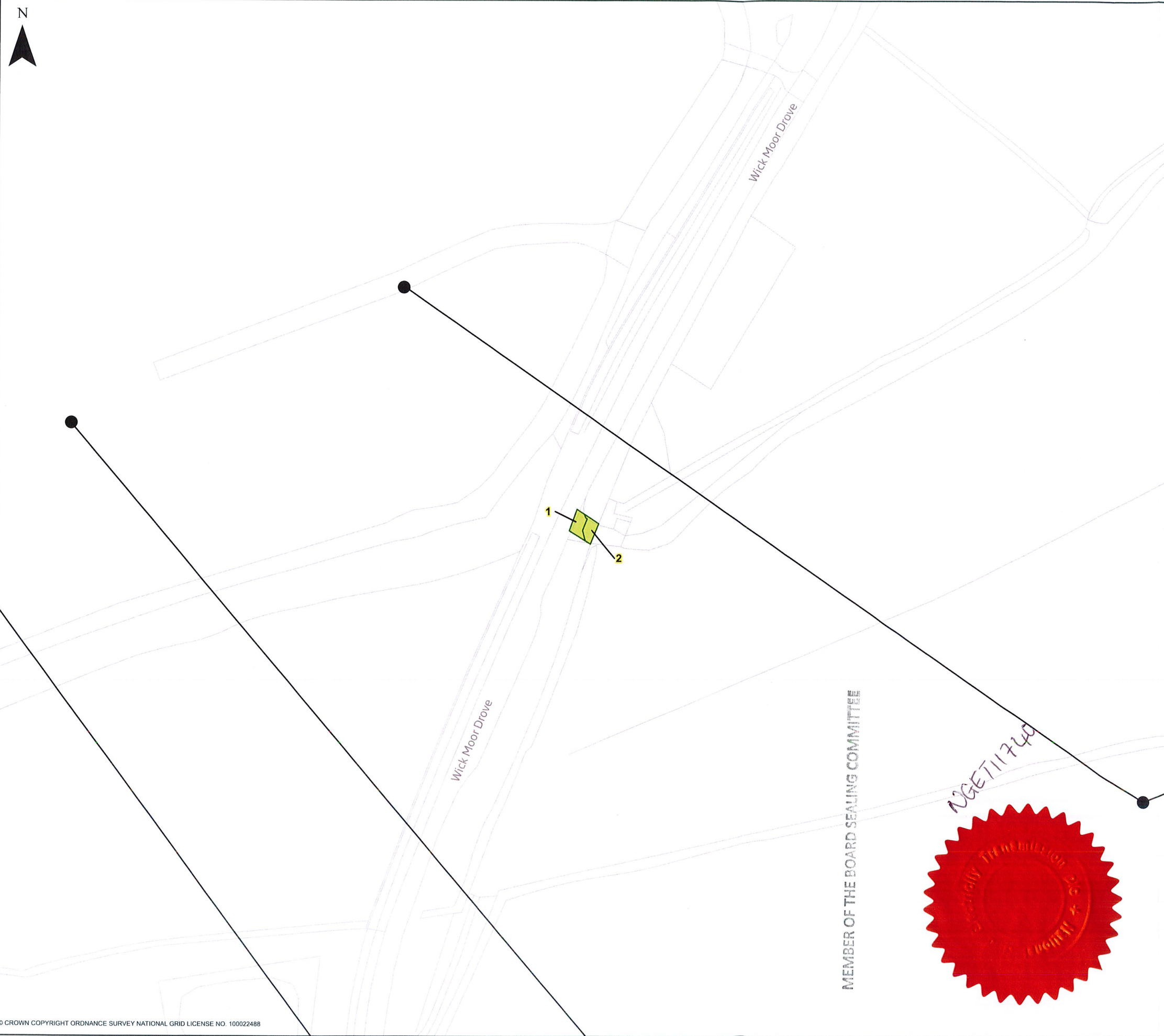
<b>Term</b>	<b>Meaning</b>
	5. the right to carry out any activities on the Owner's Land ancillary or incidental to the exercise of the above rights;
<b>Owner</b>	an owner and/or lessee of an interest in one or more Plots other than an Excluded Person;
<b>Owner's Land</b>	such of the Plot/s as are vested in the relevant Owner on the date of this Declaration;
<b>Owner's Title</b>	A title of which an Owner is the proprietor and which is listed in column_6 of the Second Schedule in relation to a Plot;
<b>Permanent Land</b>	(insofar as the same comprises or forms part of the relevant Plot) all interests in the surface, unlimited subsoil (including all mines and minerals) beneath and unlimited air space above the land coloured orange and edged brown on the Plan including any wall fence hedge or other structure bounding the same being part of the freehold land acquisition described in column 3 of the Second Schedule;
<b>Plan</b>	The set of three plans attached hereto titled 'NGET SWEEP UP - GVD CoR OVERVIEW' with reference numbers HINK-GVD-NGET-SWEEP-OV1, HINK-GVD-NGET-SWEEP-OV2 and HINK-GVD-NGET-SWEEP-OV3;
<b>Planting Area</b>	The Plot shown edged and cross-hatched purple on the Plan;
<b>Planting Restrictions</b>	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 anything to be done on such Plot that would in any way interfere with or damage the Scheme of Planting in a manner which would (or would be likely to) contravene the requirements of Schedule 3 of the Order;
<b>Planting Rights</b>	<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> <p>for such period as necessary to comply with the requirements of Schedule 3 of the Order the right to enter the Planting Area (with or without vehicles, plant and equipment) to:</p> <ul style="list-style-type: none"> <li>a) Plant, maintain, re-plant and remove trees hedges bushes shrubs and other vegetation and to subsequently monitor, inspect and maintain such Scheme of Planting including to replace any tree or shrub which is removed, dies or becomes seriously damaged; and</li> <li>b) Erect, repair and maintain fencing or protective measures around the Planting Area required to protect the Scheme of Planting;</li> </ul>
<b>Plot</b>	a plot of land described in column 2 of the Second Schedule and marked by the relevant Plot Number and shown coloured green and edged dark green, coloured blue and edged blue, coloured orange and edged brown or edged purple and cross hatched purple on the Plan;

<b>Term</b>	<b>Meaning</b>
<b>Plot Number</b>	the number for the relevant Plot appearing in column 1 of the Second Schedule;
<b>Rights</b>	<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> <ol style="list-style-type: none"> <li>1. Access Rights;</li> <li>2. Overhead Rights; and</li> <li>3. Planting Rights;</li> </ol> <p>as are specified in column 4 of the Second Schedule in relation to that Plot;</p>
<b>Scheme of Planting</b>	The scheme of planting and associated landscaping activities required pursuant to Schedule 3 of the Order within the Planting Area;
<b>Services</b>	Water, gas, electricity, telecommunications, data transfer, surface water drainage, foul drainage and/or other services as the context permits;
<b>Towers</b>	towers to support Conductors either erected or to be erected in the position approximately indicated by a black circle on the Plan and such ancillary equipment and apparatus as required by the Company from time to time;
<b>Utility Company</b>	<ol style="list-style-type: none"> <li>1. a 'public communication provider' as the term is defined in section 151(1) of the Communications Act 2003;</li> <li>2. a 'public utility undertaker' as the term is defined in the Highways Act 1980; or</li> <li>3. a 'statutory undertaker' as the term is defined in paragraph 2 of Part 1 of Schedule 15 to the Order</li> </ol>
<b>Utility Conduit</b>	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;
<b>Vested Property</b>	all Permanent Land vested in the Company by virtue of this Declaration;
<b>Vested Rights</b>	All Rights, Overhead Restrictions, Access Restrictions and Planting 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	7
Plot Number	Plot Description	Interests in Land Vested	Rights Acquired	Restrictions Imposed	Owner's Title	Excluded Person/s
1	Approximately 32.59 sqm of road, verge and access splay known as Wick Moor Drove		Access Rights	Access Restrictions	ST268544	
2	Approximately 28.37 sqm of verge, access splay, bridge and drainage ditch, banks and bed thereof, east of Wick Moor Drove		Access Rights	Access Restrictions	Unregistered	
3	Approximately 45.43 sqm of drainage ditches, banks and beds thereof and culvert, north of Burtle Road		Overhead Rights	Overhead Restrictions	Unregistered	
4	Approximately 8.55 sqm of drainage ditch, bank and bed thereof, north of Burtle Road		Overhead Rights	Overhead Restrictions	Unregistered	

1	2	3	4	5	6	7
Plot Number	Plot Description	Interests in Land Vested	Rights Acquired	Restrictions Imposed	Owner's Title	Excluded Person/s
5	Approximately 1.19 sqm of culvert over drainage ditch, bank and bed thereof, north of Burtle Road		Overhead Rights	Overhead Restrictions	Unregistered	
6	Approximately 402.85 sqm of agricultural land, drainage ditch, bank and bed thereof, north of Burtle Road		Overhead Rights	Overhead Restrictions	ST322302	
7	Approximately 381.63 sqm of drainage ditches, banks and beds thereof and culvert south of Ham Lane	Permanent Land			Unregistered	
8	Approximately 775.61 sqm of grassland south west of Ham Lane		Planting Rights	Planting Restrictions	ST206064	



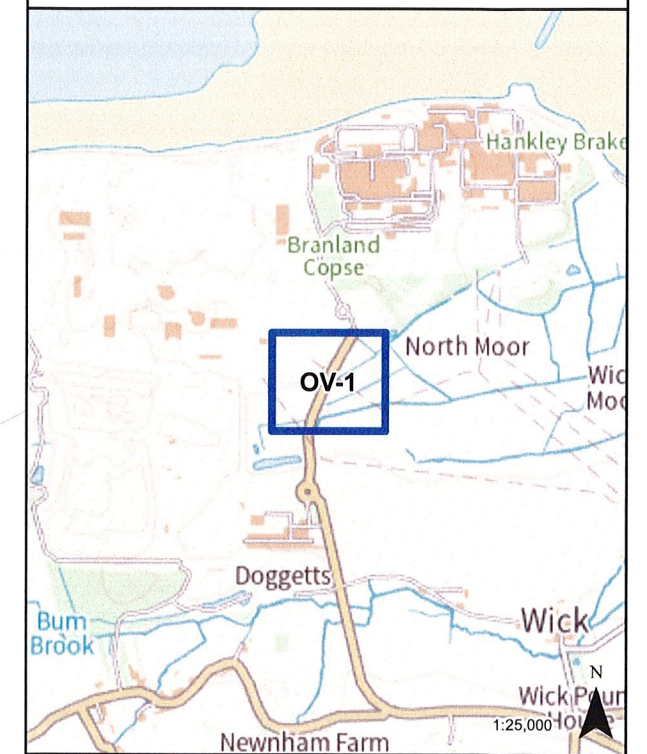
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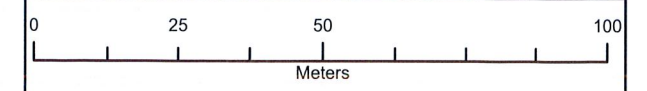
**HINKLEY C CONNECTION PROJECT**

Title  
**NGET SWEEP UP - GVD CoR OVERVIEW**

Ref No: HINK-GVD-NGET-SWEEP-OV1 Plan: 1 of 6



- LEGEND**
- GVD Plan Outlines
  - Overhead Rights and Restrictions
  - Access Rights and Restrictions
  - Overhead Line
  - Pylons



Coordinate System: British National Grid Map Centre: 320764E 145371N  
Projection: Transverse Mercator  
Datum: OSGB 1938  
Units: Metre

Version:	Date:	Remarks:	Drawn:	Checked:
v1	04/12/2023	Published	JK	ED

SCALE: 1:1,250 PAPER SIZE: A3

Notes:  
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MEMBER OF THE BOARD SEALING COMMITTEE

*Sturman*

*Sturman*

MEMBER OF THE BOARD SEALING COMMITTEE

NGET11740

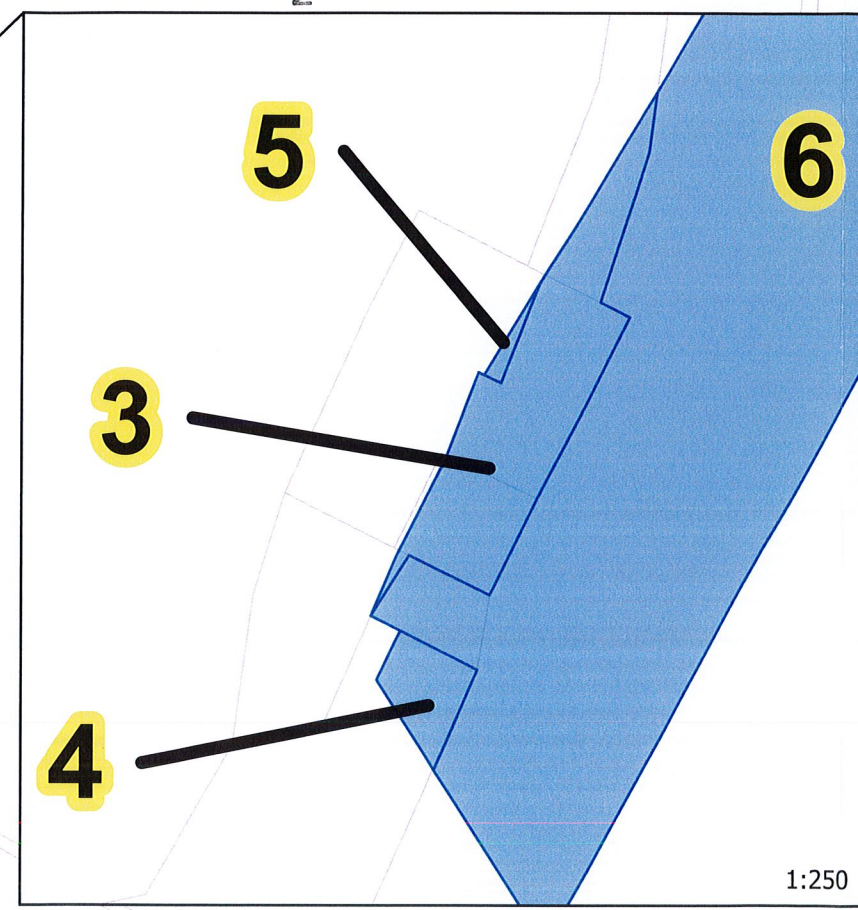
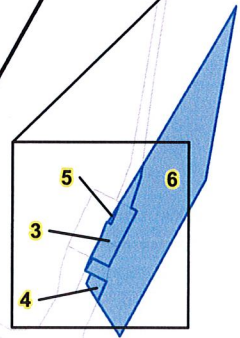
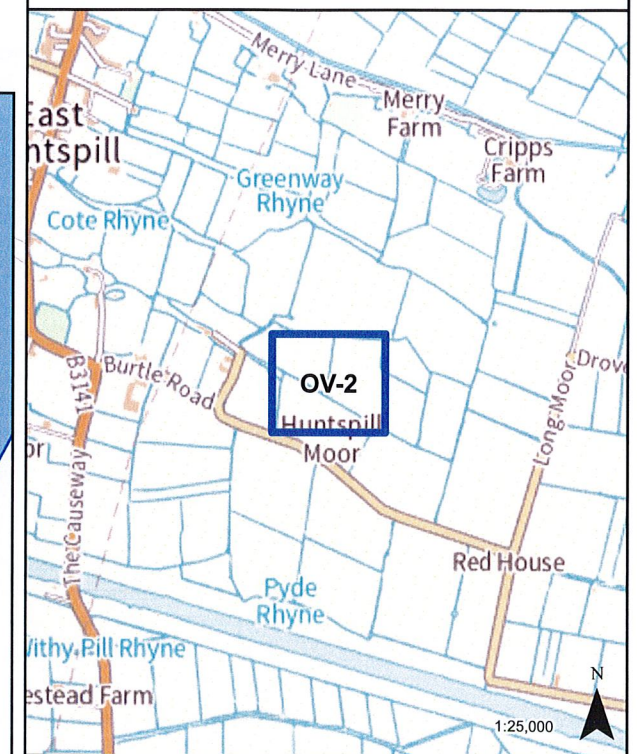


**nationalgrid**

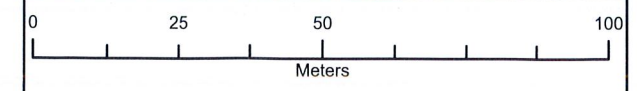
**HINKLEY C CONNECTION PROJECT**

Title  
**NGET SWEEP UP - GVD CoR OVERVIEW**

Ref No: HINK-GVD-NGET-SWEEP-OV2 Plan: 2 of 6



- LEGEND
- GVD Plan Outlines
  - Overhead Rights and Restrictions
  - Overhead Line
  - Pylons



Coordinate System: British National Grid  
Projection: Transverse Mercator  
Datum: OSGB 1938  
Units: Metre  
Map Centre: 335412E 144351N

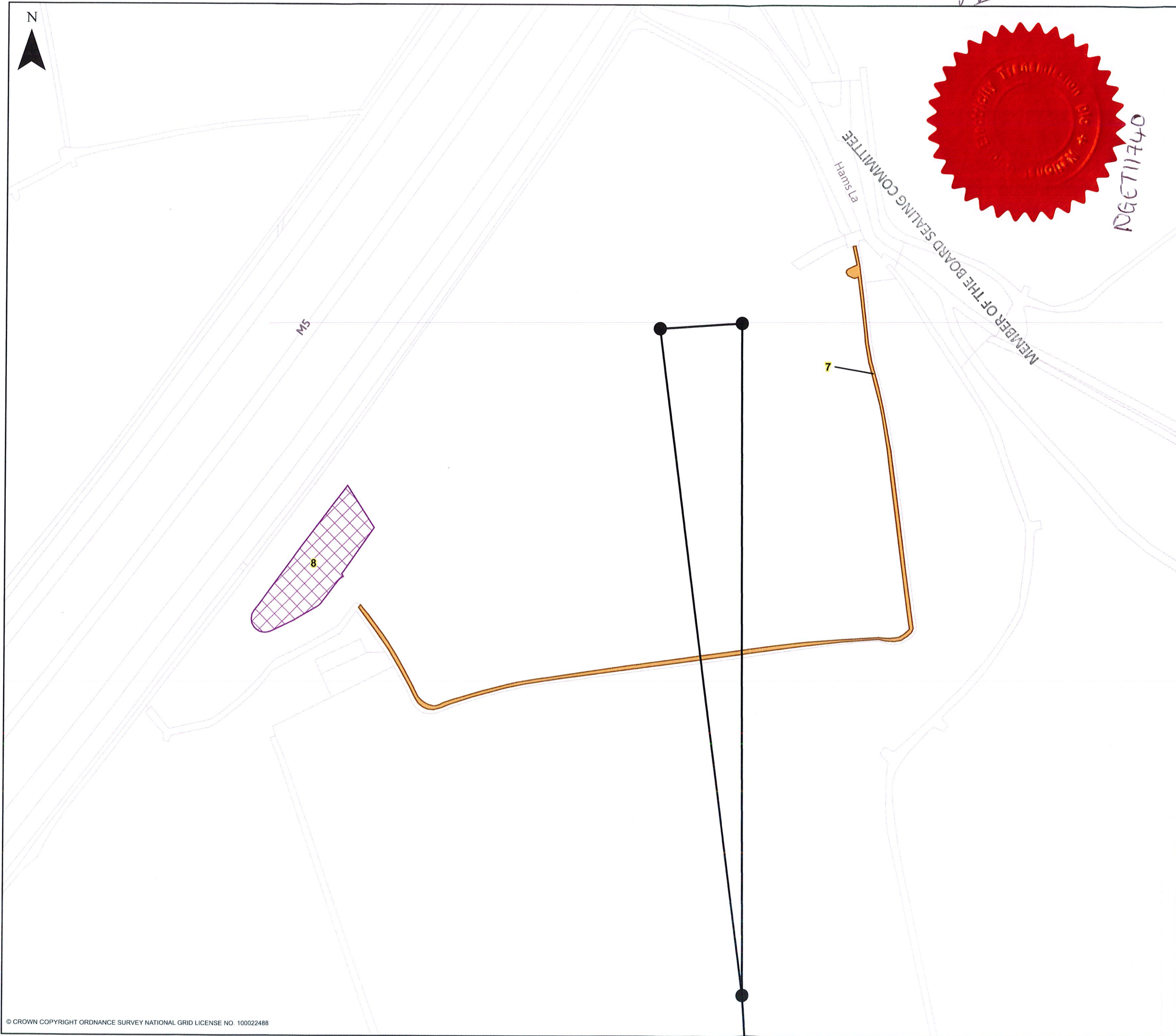
Version: v1 Date: 23/11/2023 Remarks: Published Drawn: JK Checked: ED

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*freeman*

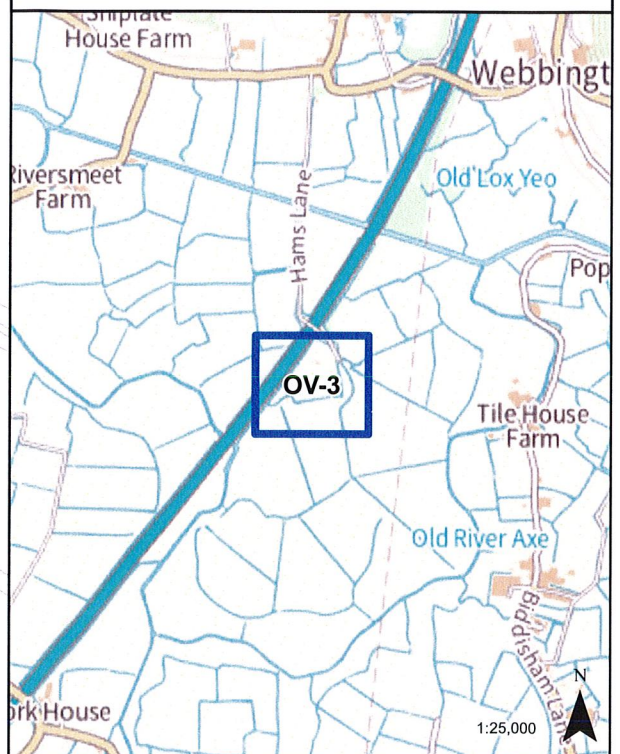


**nationalgrid**

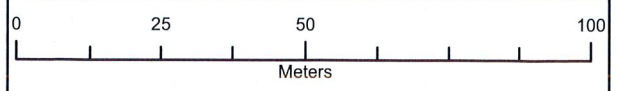
**HINKLEY C CONNECTION PROJECT**

Title  
**NGET SWEEP UP - GVD CoR OVERVIEW**

Ref No: HINK-GVD-NGET-SWEEP-OV3 Plan: 3 of 6



- LEGEND**
- GVD Plan Outlines
  - Permanent Acquisition
  - Planting
  - Overhead Line
  - Pylons



Coordinate System: British National Grid  
Projection: Transverse Mercator  
Datum: OSGB 1938  
Units: Metre  
Map Centre: 337301E 154464N

Version:	Date:	Remarks:	Drawn:	Checked:
v1	04/12/2023	Published	JK	ED

SCALE: 1:1,250 PAPER SIZE: A3

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The common seal of NATIONAL GRID )  
ELECTRICITY TRANSMISSION PLC was )  
hereunto affixed in the presence of: )

*J Freeman*

.....  
Authorised Signatory  
Member of Board Sealing Committee

