

DATED

15 January

2024

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

GENERAL VESTING DECLARATION

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

Relating to land lying north of Wharf Lane, Portbury Bristol and land
at Crook's Marsh, Ableton Lane, Avonmouth

Stage 3 & 9.2



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

THIS **GENERAL VESTING DECLARATION** is made on the 15th 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 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 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 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 Overhead 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 Overhead 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 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 not to allow any persons not authorised by it to exercise the Rights;

4.3 at all times to maintain the Electric Lines and Electric Cables in a safe condition (taking into account, without limitation, the use to which all neighbouring land is put from time to time) and to comply with all Acts of Parliament and subordinate legislation in respect of the Electric Lines and the Electric Cables;

4.4 to pay all present and future rates, taxes, charges, assessments and outgoings imposed on or payable in respect of the Electric Lines, the Electric Cables or the Rights;

4.5 to make good to the reasonable satisfaction of FCS any damage caused to the Owner's Land or to any buildings, structures, plant and equipment, trees, crops, deadstock or livestock on it and to any services laid under 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 relevant Owner for any such damage;

4.6 if required by FCS, 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;

4.7 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 4.7 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 in excess of £10,000 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.

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;
- 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 Rights	<p>the following rights for the Company and all those authorised by the Company from time to time, in each case for the benefit only of the Company's Undertaking:</p> <p>1. to the extent necessary, the right of way, on foot or with such vehicles, plant and equipment as may properly be necessary for the purpose, over and along:</p> <p>(a) the applicable Access Routes; and/or</p> <p>(b) to the extent that such access is not provided for as part of the Access Routes:</p> <p style="padding-left: 40px;">(i) in the case of access to the Towers and Electric Lines only, parts of parts of the Plot shown coloured light pink or coloured beige on the Plan; and</p> <p style="padding-left: 40px;">(ii) in the case of access to the Electric Cables only, part or parts of the Plot shown coloured dark pink or coloured beige on the Plan,</p> <p>in order to gain access to: (A) the relevant Towers and the Electric Lines for the purpose of exercising the rights specified at paragraphs 2, 3 and 4 of the definition of Overhead Rights; or (B) the Electric Cables for the purpose of exercising the rights specified at paragraphs 2 and 3 of the definition of Undergrounding Rights</p>
Access Route	<p>means:</p> <p style="padding-left: 40px;">(a) each of the designated access routes to be used by the Company to each Tower, the Electric Lines and the Electric Cables shown coloured or cross-hatched dark green on the Plan; or</p> <p style="padding-left: 40px;">(b) in relation to any such access route any substitute agreed between the Company and FCS in writing</p>
Act	Compulsory Purchase (Vesting Declarations) Act 1981 as amended;
Company	National Grid Electricity Distribution (South West) PLC, a company incorporated and registered in England and Wales with company registration number 02366894;
Company's Titles	means the freehold interests in Portishead Substation at Portishead, North Somerset registered with title numbers ST257280 and ST201359;
Company's Undertaking	the Company's statutory undertaking for the distribution of electricity within its area pursuant to the Company's distribution licence granted or treated as granted under Section 6(1) (c) of the Electricity Act 1989 (as amended, supplemented, novated or replaced from time to time) and each and every part of it 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;
Conductors	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 distributing electricity at such

Term	Meaning
	pressure not exceeding 132kV as the Company may from time to time require for the purposes of its operations in pursuit of the Company's Undertaking together with earth wires and fibre optic cables (in connection with the use of the Company's Undertaking only);
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;
Controlled Zone	means: (a) where the Company has constructed or at any time constructs a protective barrier around the base of any Tower, the area between that Tower and the barrier, up to a maximum area not exceeding two metres measured from each side of the base of the Tower; or (b) where no protective barrier is constructed around the base of a Tower, the area two metres measured from each side of the base of the Tower;
Electric Cables	Electricity cables not exceeding 12 in number for distributing electricity at such pressure not exceeding 132kV as the Company may from time to time require for the purposes of its operations in pursuit of the Company's Undertaking together with fibre optic cables (in connection with the use of the Company's Undertaking only) and such ancillary below-ground equipment and apparatus as required by the Company in connection with said cables necessary for the distribution of electricity (but excluding, without limitation, the right to install fibre optic cables for the use of any third party or commercial operator)
Electric Lines	<ol style="list-style-type: none"> 1. the Conductors; 2. the Towers; and 3. such ancillary equipment and apparatus as required by the Company necessary for the distribution of electricity (but excluding, without limitation, the right to install fibre optic cables for the use of any third party or commercial operator)
Excluded Persons	means: a) First Corporate Shipping Limited incorporated and registered in England and Wales with company registration number 02542406; and b) in relation to the relevant Plots, those persons listed in column 6 of the Second Schedule;
FCS	means in respect of the relevant Plot or Plots: (a) (in the case of a Plot which from time to time is the subject of a subsisting FCS Lease) the lessees of such FCS Lease, being (at the date of this Declaration)

Term	Meaning
	<p>First Corporate Shipping Limited (CRN 02542406) or any successor in title to the FCS Leases or their permitted assigns; and</p> <p>(b) (in any other case, including but not limited to the case of a Plot previously subject to an FCS Lease but after the expiry, surrender or other determination of that FCS Lease) the freeholder of such Plot or Plots</p>
FCS Leases	<p>means the following leases under which FCS, as lessee, holds an interest in the Plots (together with all documents ancillary or supplemental thereto (whether expressed to be so or not):</p> <p>(a) long leases dated 27 August 1991 between (1) The City Council of Bristol (2) First Corporate Shipping Limited and registered with (among others) the following title numbers: AV213508; and</p> <p>(b) lease dated 15 June 1994 between The City Council of Bristol (1) and First Corporate Shipping Limited and registered under title number AV240665;</p>
FCS Representative	<p>means a representative of FCS nominated in writing by FCS to the Company from time to time for the purposes of this Declaration;</p>
Highway	<p>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);</p>
Lamp Standard	<p>means a street light, lamppost, street lamp, light standard, or lamp standard used for the lighting of roads and other premises;</p>
Order	<p>The National Grid (Hinkley Point C Connection Project) Order 2016 as amended;</p>
Overhead Restrictions	<p>covenants by the Owner with the Company so as to bind the Owner's Land within the relevant Plot (insofar as the covenants below relate to 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"> 1. not to do or suffer to be done anything upon the Owner's Land shown coloured light pink, coloured beige or coloured or cross-hatched dark green on the Plan which may in any way interfere with, damage or cause injury to any Electric Lines or interfere with or obstruct the Company's exercise of the Overhead Rights; 2. not to erect any building or structure (whether temporary or permanent, but excluding Lamp Standards) or plant or allow to grow any plant or tree on the Owner's Land shown coloured light pink or coloured beige on the

Term	Meaning
	<p>Plan within 3.6 metres of any Conductor when at its maximum temperature and/or maximum swing;</p> <ol style="list-style-type: none"> 3. not to erect any Lamp Standard (whether temporary or permanent) on the Owner's Land shown coloured light pink or coloured beige on the Plan within the minimum clearances of the Conductors (when they are at a maximum temperature and/or maximum swing) set out in the table and figure at Schedule 3; 4. not to erect any building or structure (whether temporary or permanent) or plant any plant or tree within or under the Towers or within 15 metres radius in all directions from the centre of the Towers 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); 5. not to store or place within or under the Towers or within the Controlled Zone 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); 6. not to store or place any goods or materials whatsoever within the vicinity of the Towers so as to enable persons to evade any anti-climbing guards that the Company may from time to time install on the Towers; 7. not to raise the level of the surface of any part of the relevant Plot shown coloured light pink or coloured beige on the Plan so as to make the distance between the level of the ground and the lowest Conductor at any point of the span less than 6.7 metres; and
	<ol style="list-style-type: none"> 8. not to carry out any works or excavations whether on the relevant Plot or otherwise which would endanger the stability, safety and integrity of the Electric Lines.
Overhead Rights	<p>the following rights for the Company and all those authorised by the Company from time to time, in each case for the benefit only of the Company's Undertaking:</p> <ol style="list-style-type: none"> 1. the right to retain the Electric Lines on the Owner's Land in the locations shown on the Plan and to use them in pursuance of the Company's Undertaking for the distribution of electricity at a pressure not exceeding 132kV 2. the right to inspect, maintain, repair, alter, renew, replace and remove the Electric Lines so far as is necessary in the proper pursuit of the Company's Undertaking 3. to the extent necessary for the purpose of exercising the rights in paragraph 2 above and paragraph 4 below the right to erect temporary scaffolding within that part of the relevant Plot shown coloured light pink or coloured beige on the Plan;

Term	Meaning
	<p>4. the right at the Company's expense and in 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,</p> <p>but subject in each case to the Stipulated Conditions and, where applicable, to the Company's complying with such Stipulated Conditions</p>
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 four plans attached hereto titled with reference numbers: HINK-GVDS3-OV-1, HINK-GVDS3-OV-2, HINK-GVDS9-OV-1, and HINK-GVDS9-OV-2;
Plot	a plot of land described in column 2 of the Second Schedule and marked by the relevant Plot Number and shown edged blue on the Plan;
Plot Number	the number for the relevant Plot appearing in column 1 of the Second Schedule;
Port	means the port and harbour of Bristol
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> <ol style="list-style-type: none"> 1. Access Rights 2. Overhead Rights; and 3. Undergrounding Rights <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;
Stipulated Conditions	<p>means:</p> <ol style="list-style-type: none"> 1. Before exercising any rights of access pursuant to the Rights to any part of the Owner's Land, the Company must, where reasonably practicable to do so and other than in cases of emergency (where, in the case of paragraph 1(b), as much notice as reasonably practicable shall be given):

Term	Meaning
	<ul style="list-style-type: none"> (a) liaise with all statutory undertakers and other third parties which have assets under the relevant Access Routes including without limitation, British Gas and the owners and operators for the time being of the Government Pipeline and Storage System; and (b) give at least two working days' written notice to FCS's Representative <p>2. When exercising any right of access pursuant to the Rights to any part of the Owner's Land, the Company must:</p> <ul style="list-style-type: none"> (a) use reasonable endeavours to comply with FCS's health and safety requirements applicable from time to time; (b) comply with the protocol agreed between FCS and the Company from time in relation to access to those parts of the dock estate which lie beyond the various Port security gates at Avonmouth and Portbury; and (c) use reasonable endeavours to comply with such other proper and reasonable instructions given by FCS in connection with the safety and security of the Port and its users <p>3. Where any Access Route involves using gates (which are unmanned by the Port Police) or access points through the Port's security fencing, the Company must (throughout periods when that Access Route is being used by the Company and other than in cases of emergency) at its own cost provide and maintain at the relevant access point adequate security 24 hours a day, seven days a week and must liaise with the Port Police at all times in relation to that security in order to maintain the Port's security to the standard and in the manner approved by the Port's Chief Police Officer;</p>
	<p>4. The right identified at paragraph 3 of the definition of Overhead Rights shall be exercised:</p> <ul style="list-style-type: none"> (a) only during the carrying out of works and activities referred to in paragraphs 2 and 4 of the definition of Overhead Rights for the purpose of, and only in the locations and to the extent necessary for, providing temporary scaffolding to support netting as a safety measure to protect either buildings on those parts of shown coloured light pink or coloured beige the Plots or any adjacent roads, railways and public rights of way; (b) only if the Company has given FCS and any tenant or other occupier of the affected land not less than three months' written notice (except in cases of emergency in which case as much notice as reasonably possible must be given), such notice to contain full and precise details of the proposed specification, purpose and location of the scaffolding and of the intended duration of its use and presence on the affected land

Term	Meaning
	<p>(c) only over and in relation to such areas as are as small as reasonably practicable and for a short a period of time as is reasonably practicable; and</p> <p>(d) (without limitation on the other requirements in this paragraph) only in such locations as FCS and any other tenant or occupier of the relevant part of the Plot may first agree (provided such agreement is not unreasonably withheld or delayed)</p> <p>5. Without limitation to paragraph 4 above, in determining the location of any temporary scaffolding to be erected pursuant to the exercise of the right at paragraph 3 of the definition of Overhead Rights, and in exercising the right in that paragraph, the Company shall comply with any health and safety regulations applicable and use all reasonable endeavours to minimise any disruption to FCS's operations and those of any tenant or other occupier of the relevant land;</p> <p>6. The Access Rights, so far as they relate to any part or parts of the relevant Plot shown coloured light pink, coloured beige or coloured dark pink on the Plan (but excluding any part or parts of such areas within which any part or parts of the applicable Access Routes are located):</p> <p>(a) extend only to such parts of the relevant Plot as are specified in whichever of paragraph 1(b)(i) or 1(b)(ii) of the definition of Access Rights is applicable and as are necessary to provide adequate access to the Company for the purposes stated in such paragraph and which are from time to time unbuilt upon; and</p> <p>(b) must be exercised by the Company in a reasonable manner and so as to minimise disruption to the activities being carried out on the relevant Plot.</p>
	<p>7. Except in cases of emergency, the rights at paragraph 4 of Overhead Rights definition and at paragraph 3 of the Undergrounding Rights definition shall not be exercised unless the Company has first consulted with FCS as to the nature and extent of the intended works and activities and the extent, if any, of any replacement planting proposed or required.</p> <p>8. The Company must not, whether pursuant to the Rights or otherwise, carry out any repair, adjustment, alteration, renewal, reconstruction, replacement or relaying of the Electric Lines or the Electric Cables or any part of any of them to the extent that to do so would:</p> <p>(a) result in the distance between the level of the ground and any of the lowest Conductors (when they are at a maximum temperature) at any point of the span being reduced from that same distance as applies to the Electric Lines as constructed at the date of this Declaration; or</p>

Term	Meaning
	<p>(b) result in the imposition of any right or restriction under this Declaration or otherwise on any part of Owner's Land:</p> <p style="padding-left: 40px;">(i) which is not subject to such right or restriction as at the date of this Declaration; or</p> <p style="padding-left: 40px;">(ii) which is more onerous than the right and/or restriction which applies to that same land as at the date of this Declaration</p>
Towers	towers to support Conductors either erected or to be erected in the position approximately indicated by a black circle on the Plan;
Undergrounding Restrictions	<p>covenants by the Owner with the Company so as to bind the Owner's Land within the relevant Plot (insofar as the covenants below relate to 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 shown coloured dark pink, coloured beige or coloured or cross-hatched dark green on the Plan 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 exercise of the Undergrounding Rights; 2. without prejudice to the generality of paragraph 1: <ol style="list-style-type: none"> (a) not to 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 shown coloured dark pink or coloured beige on the Plan 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), provided that nothing in this restriction shall apply to planting and the growth of grass or of any plant, bush, tree or vegetation planted by or on behalf of the Company or remaining planted on the Owner's Land after completion of the installation of the Electric Cables; (b) not to change the level of the surface (by way of reduction), ground cover or composition of the Owner's Land shown coloured dark pink or coloured beige on the Plan or do or allow to be done anything that may cause to be changed the level of the surface (by way of reduction), ground cover or composition of the Owner's Land shown coloured dark pink or coloured beige on the Plan (whether that thing is done on or within the Owner's Land shown coloured dark pink or coloured beige on the Plan or otherwise) without the written consent of the Company (such consent not

Term	Meaning
	<p>to be unreasonably withheld or delayed and which consent may be granted subject to reasonable conditions), provided that this restriction shall not apply in relation to any renewal and/or replacement of hardstanding or similar surfacing for so long as the Owner complies with paragraph 3 below;</p> <p>(c) not to drill, dig or break up the Owner's Land shown coloured dark pink or coloured beige on the Plan or carry out any renewal or replacement of hardstanding or similar surfacing laid on the Owner's Land shown coloured dark pink or coloured beige on the Plan without giving prior notice to the Company (which shall be not less than 14 days except in case of emergency when as much notice as possible will be given) and allowing a representative of the Company to be present</p>
<p>Undergrounding Rights</p>	<p>the following rights for the Company and all those authorised by the Company from time to time in each case for the benefit only of the Company's Undertaking:</p> <ol style="list-style-type: none"> 1. the right to retain the Electric Cables in the approximate locations shown on by black broken lines on the Plan within the relevant Plots at a depth of not less than 0.9 meters below the present surface of the Owner's Land shown coloured dark pink or coloured beige on the Plan and to use them in pursuance of the Company's Undertaking for the distribution of electricity at a pressure not exceeding 132kV; 2. the right to inspect, maintain, repair, alter, renew, replace and remove the Electric Cables so far as is necessary in the proper pursuit of the Company's Undertaking; 3. the right at the Company's expense and in 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; 4. a full right of subjacent and lateral shelter support and protection from the Owner's Land shown coloured dark pink, coloured beige or coloured or cross-hatched dark green on the Plan to support uphold and maintain the Electric Cables, <p>but subject in each case to the Stipulated Conditions and, where applicable, to the Company's complying with such Stipulated Conditions.</p>
<p>Utility Company</p>	<ol 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

Term	Meaning
	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, Undergrounding Restrictions and Overhead 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
7	Approximately 2715.06 sqm of grassland north of Wharf lane	Undergrounding Rights Access Rights	Undergrounding Restrictions	ST128445 (Freehold) AV240665 (Leasehold)	First Corporate Shipping Limited
8a	Approximately 1507.01 sqm of grassland and drainage ditch bank and bed thereof north of Wharf lane	Undergrounding Rights Access Rights	Undergrounding Restrictions	ST188607	First Corporate Shipping Limited
8a b	Approximately 543.03 sqm of grassland and drainage ditch bank and bed thereof north of Wharf lane	Undergrounding Rights Overhead Rights Access Rights	Undergrounding Restrictions Overhead Restrictions	ST188607	First Corporate Shipping Limited

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1	2	3	4	5	6
Plot Number	Plot Description	Rights Acquired	Restrictions Imposed	Owner's Title	Excluded Person/s
9	Approximately 13049.08 sqm of grassland east of A403	Undergrounding Rights Overhead Rights Access Rights	Undergrounding Restrictions Overhead Restrictions	AV236654 (Freehold) AV213508 (Leasehold)	First Corporate Shipping Limited

THE THIRD SCHEDULE

ENA TS 48-3 Table 6.2

Item	Description of clearance	Nominal system voltage (Kv) Minimum clearance (m)
6.2.6	Line conductor to Lamp Standard with: (i) Standard in normal upright position (ii) Standard falling towards line with conductor hanging vertically only (iii) Standard falling towards line See Figure 3 below	2.3 2.3 0.8

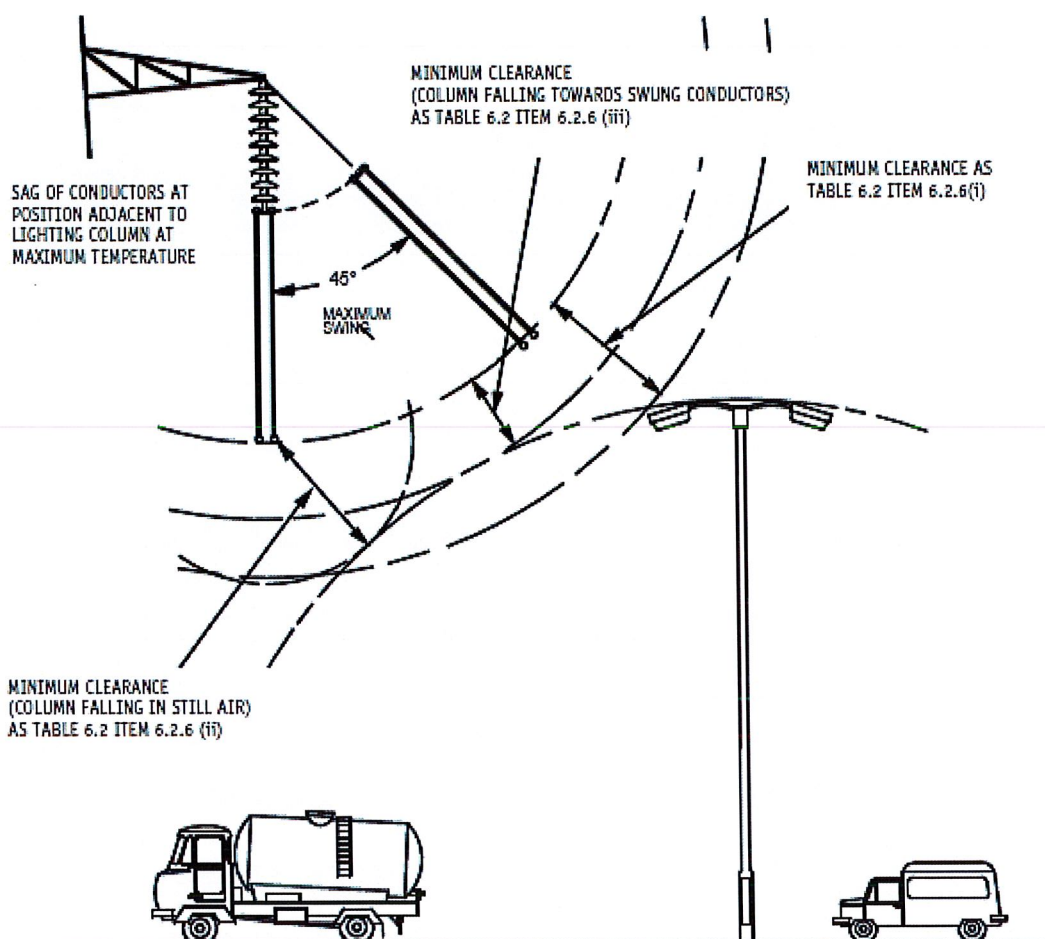


Fig. 3 HV Conductor Clearance to lighting columns

Handwritten signatures and initials



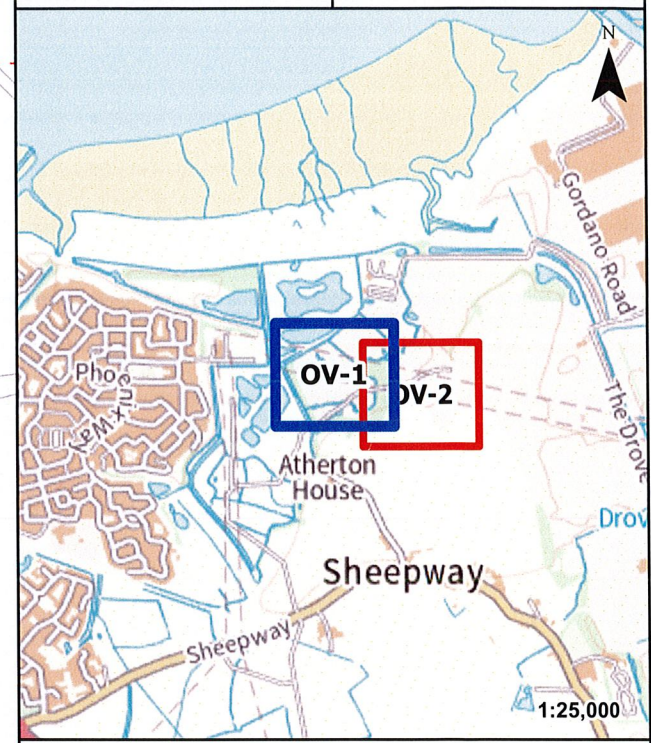
nationalgrid

HINKLEY C CONNECTION PROJECT

Title
STAGE 9 - GVD CoR OVERVIEW

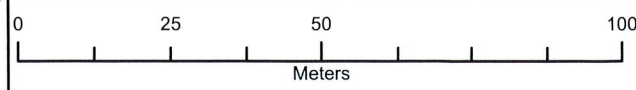
Ref No:
HINK-GVDS9-OV-1

Plan:
1 of 2



LEGEND

	GVD PLOT
	INDICATIVE UNDERGROUND CENTERLINE
	UNDERGROUND RIGHTS & RESTRICTIONS
	MAINTENANCE ACCESS ROUTE CROSSING EASEMENT



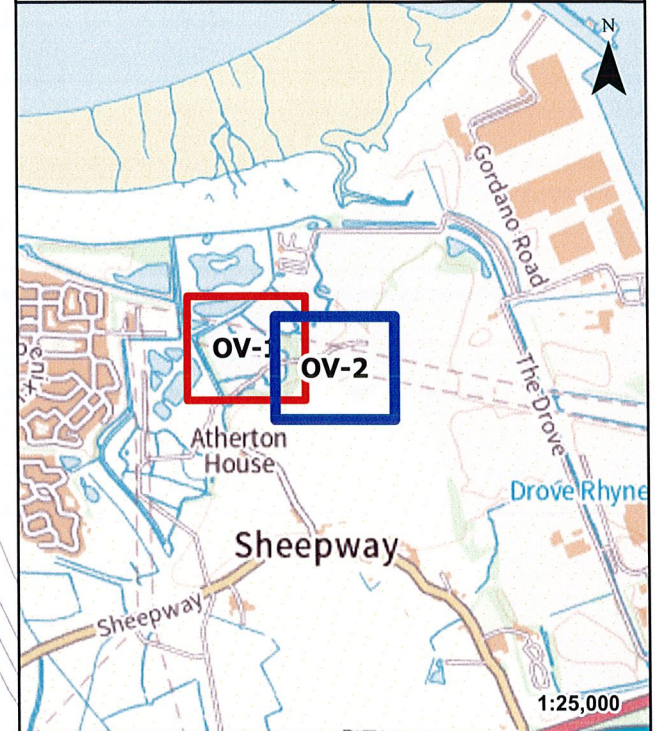
Coordinate System: British National Grid Projection: Transverse Mercator Datum: OSGB 1938 Units: Metre	Map Centre: 348711E 176843N
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Version:	Date:	Remarks:	Drawn:	Checked:
v1	09/01/2024	Published	JK	AS

SCALE: 1:1,250	PAPER SIZE: A3
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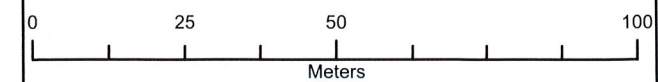
Notes:
This drawing is scaled at paper size A3, therefore any prints taken at different sizes will affect the accuracy of the measurement units and should not be scaled against.





LEGEND

	GVD PLOT
	INDICATIVE UNDERGROUND CENTERLINE
	UNDERGROUND RIGHTS & RESTRICTIONS
	OVERHEAD & UNDERGROUND RIGHTS & RESTRICTIONS
	MAINTENANCE ACCESS ROUTE CROSSING EASEMENT

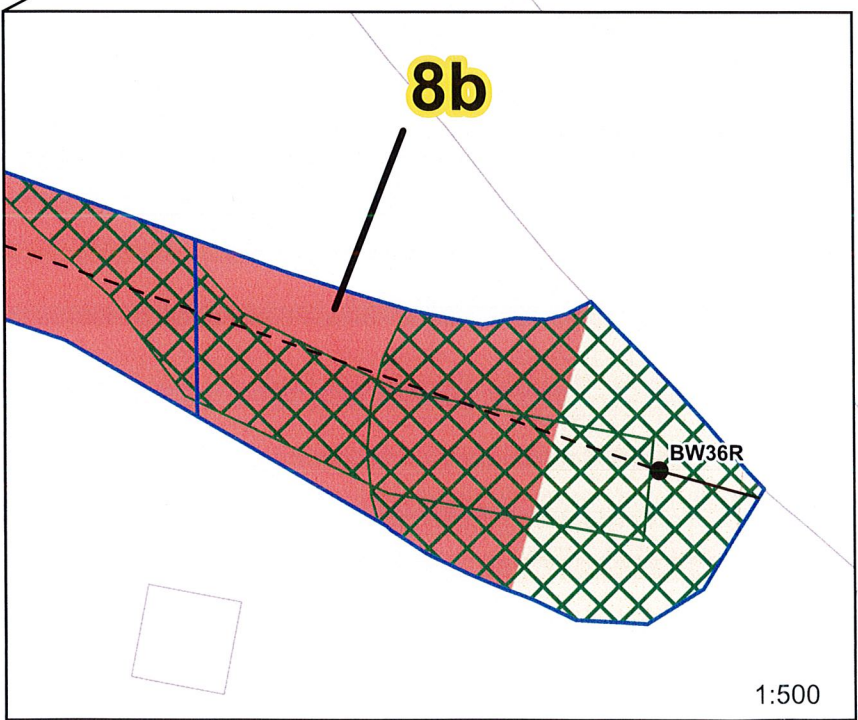
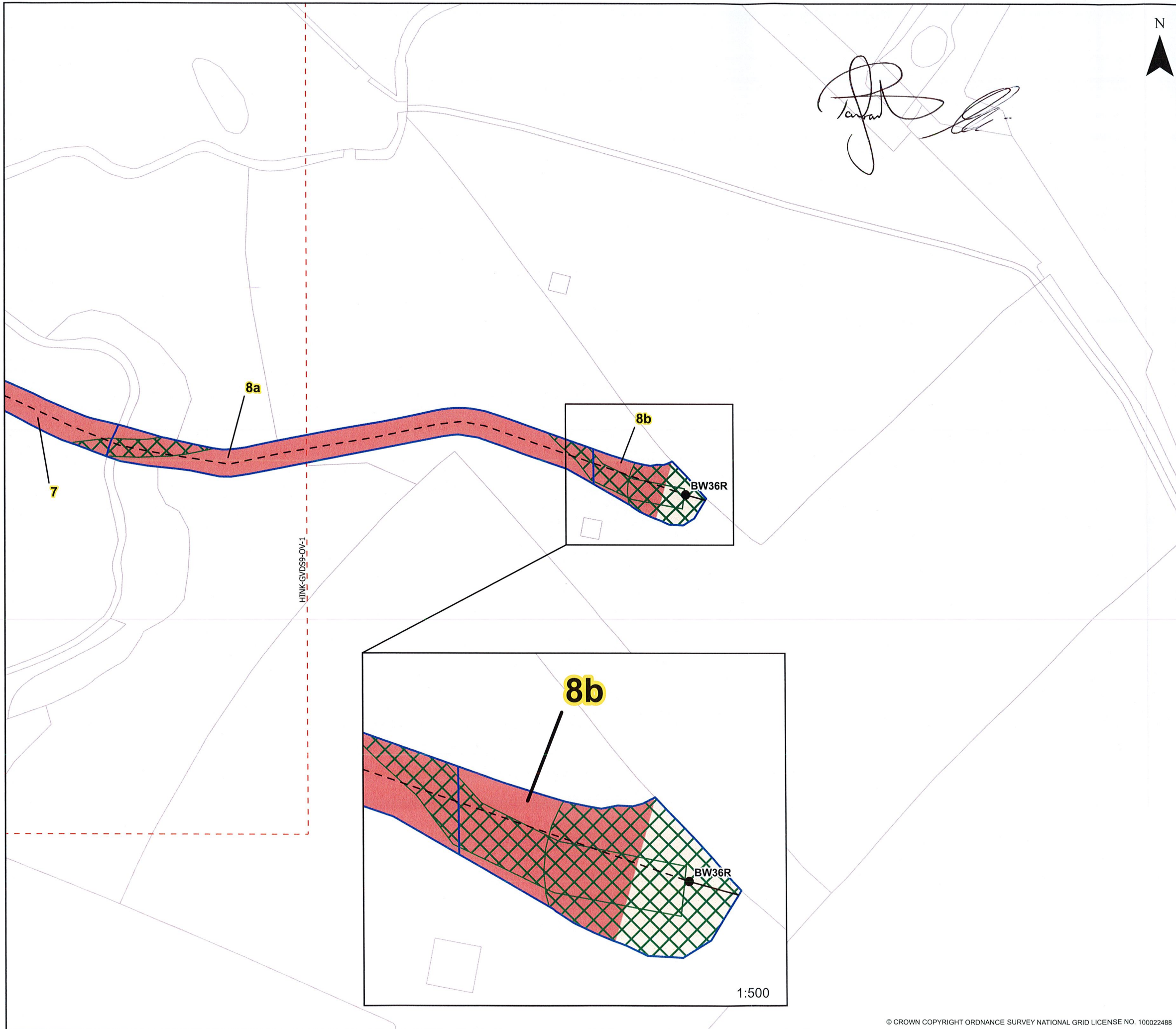


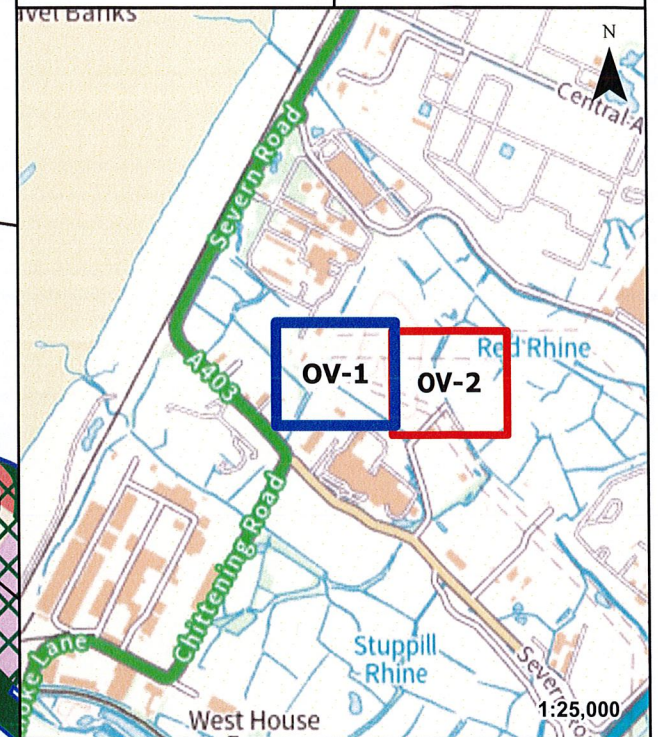
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Version:	Date:	Remarks:	Drawn:	Checked:
v1	08/01/2024	Published	JK	AS

SCALE: 1:1,250	PAPER SIZE: A3
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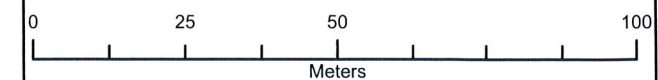
Notes:
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LEGEND

- GVD PLOT
- INDICATIVE OVERHEAD CENTERLINE
- PYLON LOCATION
- INDICATIVE UNDERGROUND CENTERLINE
- UNDERGROUND RIGHTS & RESTRICTIONS
- OVERHEAD RIGHTS & RESTRICTIONS
- OVERHEAD & UNDERGROUND RIGHTS & RESTRICTIONS
- MAINTENANCE ACCESS TO PYLONS
- MAINTENANCE ACCESS ROUTE CROSSING EASEMENT



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

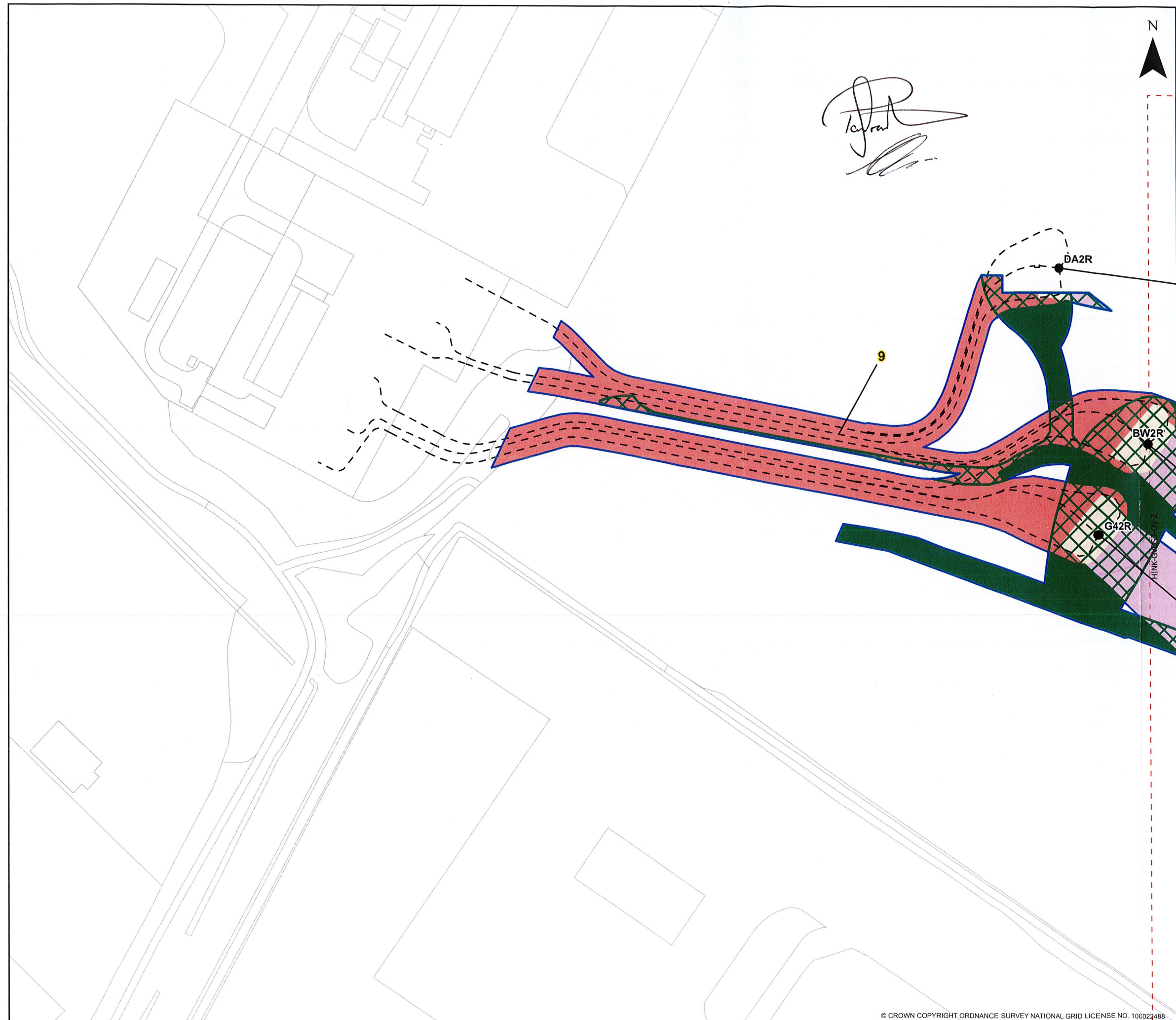
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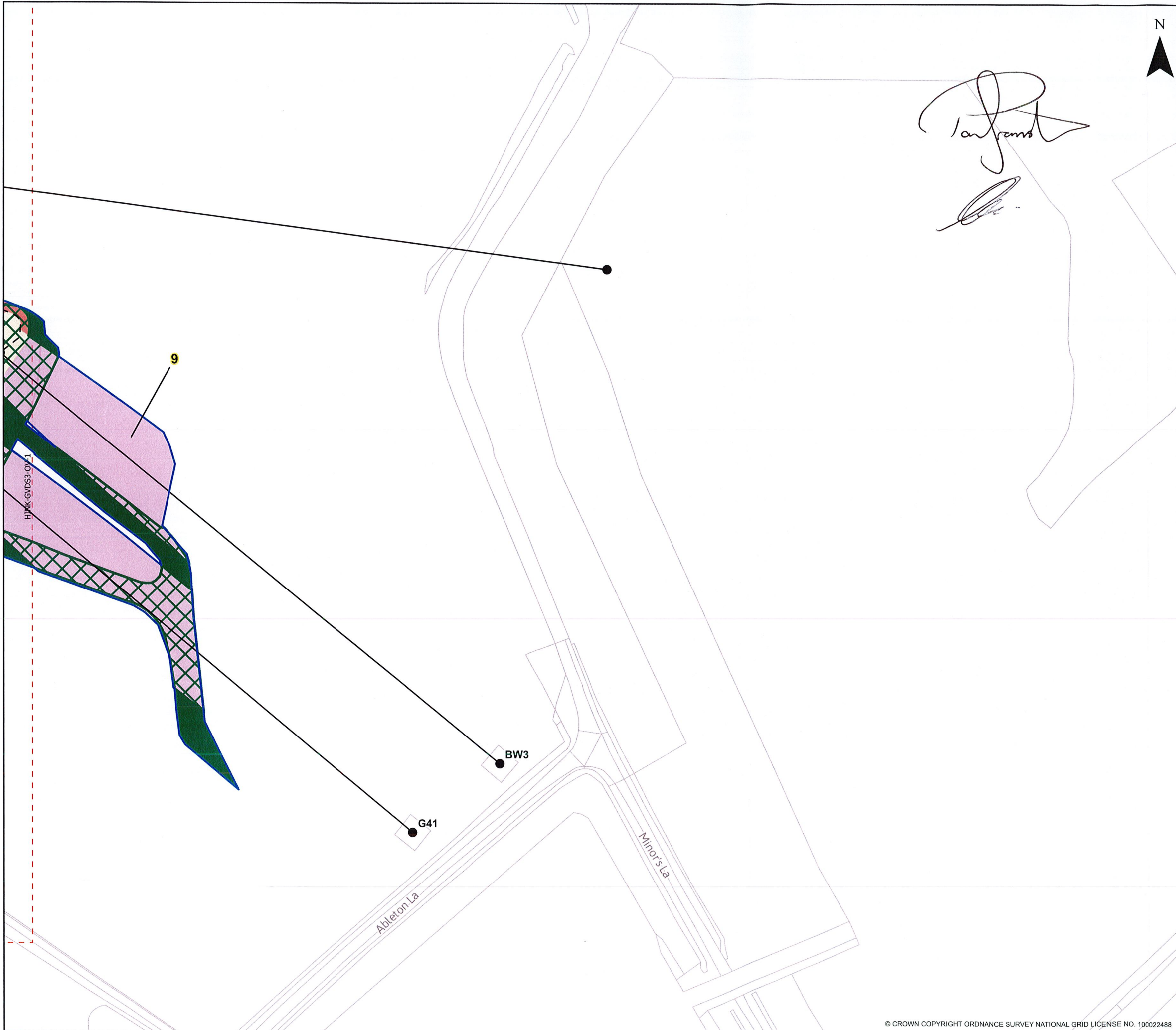
Version:	Date:	Remarks:	Drawn:	Checked:
v1	09/01/2024	Published	JK	AS

SCALE: 1:1,250 PAPER SIZE: A3

Notes:
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Handwritten signature



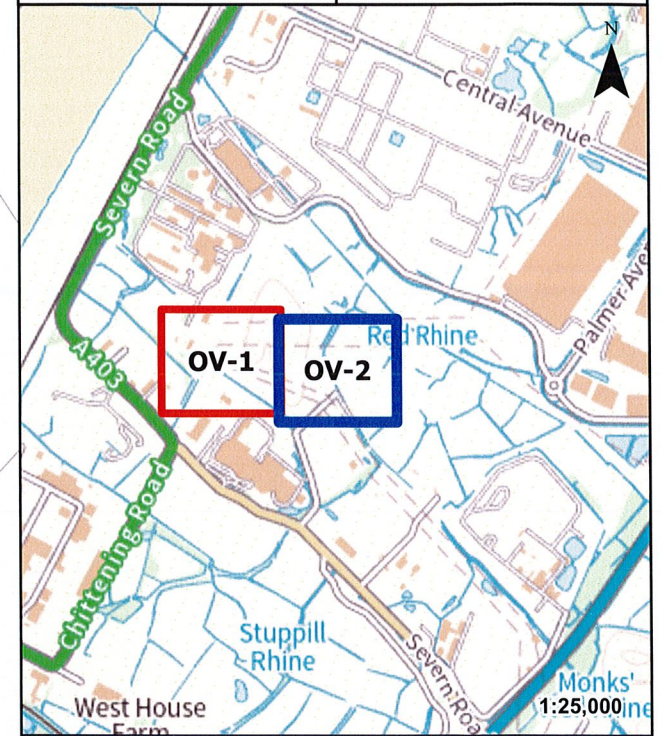


nationalgrid

HINKLEY C CONNECTION PROJECT

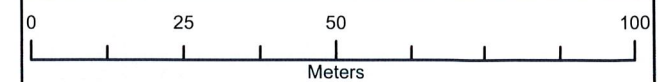
Title
STAGE 3 - GVD CoR OVERVIEW

Ref No: HINK-GVDS3-OV-2 Plan: 2 of 2



LEGEND

- GVD PLOT
- INDICATIVE OVERHEAD CENTERLINE
- PYLON LOCATION
- INDICATIVE UNDERGROUND CENTERLINE
- UNDERGROUND RIGHTS & RESTRICTIONS
- OVERHEAD RIGHTS & RESTRICTIONS
- OVERHEAD & UNDERGROUND RIGHTS & RESTRICTIONS
- MAINTENANCE ACCESS TO PYLONS
- MAINTENANCE ACCESS ROUTE CROSSING EASEMENT



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

Map Centre:
 354057E 182055N

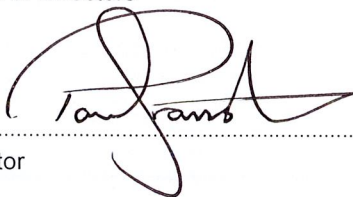
Version:	Date:	Remarks:	Drawn:	Checked:
v1	09/01/2024	Published	JK	AS

SCALE: 1:1,250 PAPER SIZE: A3

Notes:
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BK Bruton Knowles

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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