

From: Mills, Iain [<mailto:Iain.Mills@thecrownestate.co.uk>]
Sent: 17 September 2015 14:08
To: River Humber Gas Pipeline
Subject: River Humber Gas Pipeline Replacement Project - Examining Authority written questions

Dear Mr Aston

I refer to your letter dated 14th September 2015 with the link to the Examining Authority's first round of written questions.

A number of these are addressed specifically to The Crown Estate and I would comment as follows:

2.1. [Marine Management Organisation (MMO); Crown Estate (CE); Applicant]

Under what consents would the existing pipeline remain once capped and no longer used and has the Crown Estate, MMO, or any other relevant party agreed to the retention of the old pipeline? If so please supply evidence of those agreements, or demonstrate that they are not required.

The existing pipeline as it affects The Crown Estate's ownership of the bed and foreshore of the River Humber is covered by two agreements. The first relating to the northern part of the crossing, which is attached, is a direct agreement between The Crown Estate and British Gas Corporation and this agreement is now, we understand, vested in National Grid. This agreement expires on 1st October 2016. Upon expiry Clause III para 13 states:

13. At the expiration or sooner determination of the said term unless the Grantor otherwise agrees to demolish or remove the said pipes and to render them permanently safe and to restore the site or sites thereof to their former or proper condition to the satisfaction of the Grantor and to leave the said property in good order and condition

If National Grid wish for these works to remain in situ then a further agreement will be required with The Crown Estate and negotiations are currently underway in this respect.

The second agreement covers the south side of the crossing where The Crown Estate is freeholder of the land but it is in turn leased to Associated British Ports (ABP) on a 999 year lease with over 850 years remaining. The pipeline is therefore covered by an agreement between ABP and the pipeline operator and it will be for ABP to advise as to the existing and proposed arrangements.

2.2. [Applicant; Marine Management Organisation (MMO) & Crown Estate (CE)]

[APP-031] Scheme Description, Para. 2.11 confirms that the asset life is 40 years for the pipeline and that the tunnel has a 100 year design life. After 40 years, National Grid may look to re-life the asset. Upon eventual decommissioning, the assets would remain in situ, with very minor works required within and immediately adjacent to the AGIs.

Applicant - Please clarify what the likely 'minor works' would comprise?

MMO & CE – Do you consider that a draft scheme of de-commissioning is necessary now and specifically, if an order were to be granted, when the replacement gas pipeline was no longer required, should it be removed?

The proposed crossing falls entirely within the 999 year lease as referred to above and therefore given the length of the agreement and the period to our reversion we have no specific concerns as

to any decommissioning regimes. We would anticipate however that ABP as National Grid's immediate landlord, may wish to comment.

14.27. [Crown Estate]

Article 41 – Crown Rights – are your rights sufficiently protected and is the drafting agreed?

I can confirm that the wording in Article 41 is acceptable.

Yours sincerely

Iain Mills

Iain Mills
Senior Asset Manager



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T H I S L E A S E is made the ~~Twenty-second~~ ^{March} day of ~~the~~ ^{March} One thousand nine hundred and seventy six B E T W E E N THE QUEEN'S MOST EXCELLENT MAJESTY of the first part THE CROWN ESTATE COMMISSIONERS on behalf of Her Majesty acting in exercise of the powers of the Crown Estate Act 1961 (hereinafter called "the Commissioners") of the second part and BRITISH GAS CORPORATION whose principal office is at 59 Bryanston Street London W1A 2AZ (hereinafter called "the Corporation") of the third part

W H E R E A S :-

(1) The Corporation is a statutory corporation established under the provisions of the Gas Act 1972 and is desirous of maintaining in the position indicated by a blue line on the plan annexed hereto a twenty four inch gas pipe and of placing and thereafter maintaining a new twenty four inch gas pipe in the position indicated by a red line thereon (hereinafter together referred to as "the said pipes") across the foreshore and bed of the River Humber (hereinafter called "the said property") and the easements rights privileges and liberties specified in the Schedule hereto (hereinafter called "the said rights") are required by the Corporation for the benefit and extension of and to be used in connection with and as appertaining to its statutory gas undertaking and under the said Act the Corporation is authorised to acquire and make use of the said rights for the purposes aforesaid

(2) The Commissioners have agreed to grant to the Corporation the said rights for the term and subject as hereinafter mentioned

N O W THIS DEED W I T N E S S E T H as follows :-

I. IN this Lease the word "Grantor" means The Queen's Majesty and Her Successors or other the persons from time to time deriving Title under Her Majesty to the said property hereby affected and (so long as the said property forms part of the Crown Estate and where the context admits) includes the Commissioners or any other person charged with the management of the Crown Estate and the word "Corporation" includes the assigns from time to time

entitled to carry on the said statutory gas undertaking

II. IN consideration of the yearly rent or sum hereinafter reserved and made payable and the covenants on the part of the Corporation hereinafter contained the Commissioners HEREBY GRANT (to the intent that the said rights shall be appurtenant to the said undertaking) unto the Corporation the said rights in over and upon the said property at Thorngumbald Clough in the Parish of Paull in the County of Humberside TO HOLD the same unto the Corporation for the term of **FORTY** YEARS and . **193** days from the date hereof expiring on the first day of October Two thousand and sixteen subject nevertheless to and excepting :-

- (a) all public rights of navigation and fishing
- (b) the right for the Grantor to the free and uninterrupted passage of water and soil through any channel sewers drains pipes and watercourses for the time being on or under the said property affected by the said rights and all other rights and easements or quasi easements now exercisable thereon

And subject also to the provisions for determination contained in Clause V.1 hereof

III. THE Corporation hereby covenants with the Grantor and as a separate covenant with the Commissioners as follows :-

1. To pay to the Grantor the annual rent or sum of TWO HUNDRED AND FORTY FIVE POUNDS in advance on the first day of October in each year the first of such payments being a proportion for the period from the commencement date hereof until the first day of October One thousand nine hundred and seventy ~~five~~^{five} to be made on the execution hereof such rent or annual sum to be paid (so long as the said property affected by the said rights forms part of the Crown Estate) to the Commissioners at their Office for the time being free from all deductions
2. In addition to the rent or annual sum hereby covenanted to be paid under the terms hereof to pay to the Grantor on demand in respect of the user of the said rights with the consent of the Commissioners since the

first day of October One thousand nine hundred and seventy four to the date hereof the sum of ~~THREE HUNDRED~~
~~AND SIXTY ONE POUNDS AND TWELVE PENCE~~

3. To pay all rates taxes assessments and outgoings whatsoever now or at any time hereafter during the said term payable in respect of the said rights or any part thereof whether by the owner or occupier thereof

4. In exercising the said rights to do as little damage as possible to the said property and to restore and make good any damage caused and to pay to the Grantor compensation for any damage or injury in so far as the same shall not have been made good

5. Not to exercise any right of entry on the said property affected thereby unless previous notice shall have been given to the Commissioners (except in cases of emergency) and to comply with all reasonable requirements of the Commissioners in respect of any such entry

6. At all times hereafter to maintain and keep the said pipes in good safe and substantial repair and condition so that no danger nuisance or annoyance shall be caused thereby or by the user thereof and in particular (but without prejudice to the generality of the foregoing) so that there shall be no leakage or escape of gas from the said pipes

7. Not to make any alteration in or addition to the said pipes without the previous consent in writing of the Commissioners

8. Immediately after any disturbance of the site of the said pipes for inspecting repairing renewing relaying cleansing or altering the same or any part or parts thereof to restore and make good the surface of the site at its own expense to the satisfaction of the Commissioners

9. (a) From time to time on demand to pay to the Grantor and Her tenants fair and reasonable compensation for all loss or injury or damage sustained by Her or them in consequence of the breach or non-observance of any of the covenants or conditions herein contained or the exercise or purported exercise of the said rights or any of them the amount thereof in case of difference to be settled by

arbitration subject to and in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof for the time being in force

(b) At all times hereafter to indemnify and keep indemnified the Grantor and Her tenants and the Commissioners against all liabilities actions proceedings costs claims and demands whatsoever arising out of or incurred in consequence of the exercise or purported exercise by the Corporation of the said rights or any of them PROVIDED that this indemnity shall not apply to any claims costs and demands caused by the wilful act or neglect of the Grantor Her agents or servants

10. Not to assign sublet part with or otherwise dispose of the said rights or the benefit of this Deed nor to grant any licence in respect of the said rights to any other person or persons

11. If any want of repair or defect shall be found or appear therein on receiving notice to that effect to repair and amend the same as soon as possible after the receipt of such notice

12. To pay to the Grantor on demand all expenses incurred by the Grantor or any persons authorised by the Grantor of and incidental to the superintendence of the execution of repairs and amendments as mentioned in the last preceding clause

13. At the expiration or sooner determination of the said term unless the Grantor otherwise agrees to demolish or remove the said pipes and to render them permanently safe and to restore the site or sites thereof to their former or proper condition to the satisfaction of the Grantor and to leave the said property in good order and condition

IV. THE Commissioners covenant with the Corporation not to permit the laying of any other pipe cable drain or other works nearer than fifty yards of either of the said pipes

V. IT IS HEREBY AGREED AND DECLARED that :-

1. In case the said rent or annual sum hereby reserved or made payable or any part thereof shall be unpaid for twenty one days after any of the said days hereinbefore appointed for payment thereof or if there shall be any

breach of any of the covenants on the part of the Corporation (other than the covenant for the payment of the said yearly rent or sum) or the conditions herein contained then and in such case it shall be lawful for the Grantor by notice in writing under hand served on or posted to the Corporation to determine this lease and thereupon the same shall be determined but without prejudice to the rights and remedies of the Grantor in respect of any antecedent breach of the said covenants

2. Subject to the provisions of Clause III 13 hereof the Grantor and the Commissioners and Her and their tenants may from time to time and at any time hereafter and without making any compensation to but only with the consent in writing of the Corporation which consent shall not be unreasonably withheld construct and use other works over under or adjacent to the site of the said pipes nevertheless making due provision for securing the maintenance and efficiency of the said pipes

VI. THE Corporation HEREBY DECLARES that it accepts the lease hereby made as effectual only to the extent of such right or interest in the said property hereby affected as may be vested in the Grantor at the date hereof

VII. SECTION 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall apply to any notices authorised or required to be given hereunder PROVIDED that so long as the said property hereby affected forms part of the Crown Estate any notice served under or in respect of this Lease may be served on the Grantor by posting it in a pre-paid letter addressed to the Commissioners at their office for the time being

THE SCHEDULE above referred to

The easement privilege right and liberty of maintaining and of laying and thereafter maintaining respectively mains and pipes for carrying gas (but for no other purpose) of the sizes hereinafter mentioned in over and upon the said property at Thorngumbald Clough in the Parish of Paull in the County of Humberside in the positions indicated by blue

and red lines respectively on the plan annexed hereto and of inspecting maintaining repairing and renewing such mains and pipes and of obtaining access to the same over and along a strip of the said property nine feet in width on either side of each such main or pipe for any of the purposes aforesaid together with the easement privilege and right of support for such mains from the subjacent and adjacent land and soil of the said property :-

Description	Size of Mains	Colour of Plan	Metres in Length
Existing pipe	24" diameter	Blue line	640 m.
New pipe	" "	Red line	1320 m.

I N W I T N E S S whereof the Official Seal of the Commissioners and the Common Seal of the Corporation have been hereunto affixed the day and year first above written

Sem (THE COMMON SEAL of BRITISH
(GAS CORPORATION was hereunto
affixed in the presence of :-

(Sgn) ?

Assistant Secretary

Sem (THE OFFICIAL SEAL of THE CRC
(ESTATE COMMISSIONERS hereunto
affixed was authenticated by

J. W. H. G. R. F. H. T. S.

Authored by the Crown Estate Commissioners

(Sgn) J. W. H. G. R. F. H. T. S.

DATED 22nd March

1976

COUNTY OF HUMBERSIDE

THE CROWN ESTATE COMMISSIONERS

- to -

BRITISH GAS CORPORATION

Copy

LEA S E

- of -

E A S E M E N T S

- over -

Foreshore and Bed of River
Humber at Thorngumbald
Clough

Commencing: 22nd March 1976
Term of Years: and 143 days 40
Expiring: 1st October 2016
Rent: £245.00 per annum

The Solicitor,
Crown Estate Commissioners,
Crown Estate Office,
13/15 Carlton House Terrace,
London SW1Y 5AH.

Ref: C.11703/HT/Foreshores

04.39.02