

BY EMAIL ONLY

SouthamptontoLondonPipeline@planninginspectorate.gov.uk

**CMS Cameron McKenna Nabarro
Olswang LLP**Cannon Place
78 Cannon Street
London EC4N 6AF

DX 135316 London Cannon Place

T +44 20 7367 3000

F +44 20 7367 2000

cms.law

E robert.garden@cms-cmno.com

26 July 2019

Our ref ROGN/SCO030.00093

Dear Sir or Madam

**Southampton to London Pipeline Project (the Project)
Esso Petroleum Company Limited (the Promoter)
The Southampton to London Pipeline Development Consent Order 202[] (the DCO)
Relevant Representation - Southern Gas Networks plc (SGN)**

SGN is a licensed gas transporter under the Gas Act 1986, with a statutory responsibility to operate and maintain the gas distribution networks in Scotland and the South of England. SGN's gas networks distribute natural and green gas to 5.9 million homes and businesses, and SGN is a statutory undertaker for the purposes of the Planning Act 2008.

SGN's primary duties are to operate, maintain and develop its gas distribution networks in an economic, efficient and coordinated way. As such, SGN must ensure the integrity of its gas distribution network and must ensure that its network can operate safely and reliably. SGN's gas distribution network, and the supply of gas to millions of homes, cannot be adversely affected by the Project.

SGN is making a relevant representation in respect of the application for the Project in order to protect its position because of its infrastructure and land interests which are located within or near to the order limits and which form part of it. SGN's rights to retain its apparatus in situ and rights of access to inspect, maintain, renew and repair such apparatus located within or near to the order limits should always be maintained and access to inspect such apparatus must not be restricted.

UK - 628790567.1

CMS Cameron McKenna Nabarro Olswang LLP is a limited liability partnership registered in England and Wales with registration number OC310335. It is a body corporate which uses the word "partner" to refer to a member, or an employee or consultant with equivalent standing and qualifications. It is authorised and regulated by the Solicitors Regulation Authority of England and Wales with SRA number 423370 and by the Law Society of Scotland with registered number 47313. A list of members and their professional qualifications is open to inspection at the registered office, Cannon Place, 78 Cannon Street, London EC4N 6AF. Members are either solicitors or registered foreign lawyers. VAT registration number: 974 899 925. Further information about the firm can be found at cms.law

CMS Cameron McKenna Nabarro Olswang LLP is a member of CMS Legal Services EEIG (CMS EEIG), a European Economic Interest Grouping that coordinates an organisation of independent law firms. CMS EEIG provides no client services. Such services are solely provided by CMS EEIG's member firms in their respective jurisdictions. CMS EEIG and each of its member firms are separate and legally distinct entities, and no such entity has any authority to bind any other. CMS EEIG and each member firm are liable only for their own acts or omissions and not those of each other. The brand name "CMS" and the term "firm" are used to refer to some or all of the member firms or their offices. Further information can be found at cms.law

Notice: the firm does not accept service by e-mail of court proceedings, other processes or formal notices of any kind without specific prior written agreement.

At this stage, SGN:

1. objects to the compulsory acquisition of land and rights over land which SGN owns or has an interest in;
2. is not satisfied that the tests under section 127 of the PA 2008 can be met as SGN is not satisfied that:
 - a. its land can be purchased and not replaced, or that any rights over its land can be acquired, without serious detriment to the carrying on of SGN's undertaking;
 - b. (where its land is to be purchased) it can be replaced by other land belonging to, or available for acquisition by, the Promoter without serious detriment to the carrying on of SGN's undertaking; or
 - c. (where rights over its land are to be acquired) any detriment to the carrying on of SGN's undertaking, in consequence of the acquisition of the right, can be made good by the Promoter by the use of other land belonging to or available for acquisition by them; and
3. objects to the inclusion of Article 33 of the DCO insofar as it relates to SGN's apparatus.

SGN's primary concern is to meet its statutory obligations and ensure that the Project does not impact in any adverse way upon its gas distribution network or those statutory obligations. As such, SGN requires adequate protective provisions to be included within the DCO to ensure that its apparatus and land interests are protected and to include compliance with relevant safety standards. In the absence of appropriate protective provisions,

To that end, SGN provided the Promoter with its standard form protective provisions on 27 February 2019. SGN's standard form of protective provisions were not included within the draft DCO (the dDCO) submitted with the Application and, to date, SGN has received no comments back regarding its protective provisions. SGN has not been provided with a justification for the failure to include its protective provisions within the dDCO. The dDCO does not currently contain a form of protective provisions for the protection of SGN's apparatus and land interests that are to SGN's satisfaction.

SGN encourages engagement by the Promoter at the earliest opportunity and SGN will continue to work with the Promoter to reach satisfactory agreement with it. SGN would hope that its protective provisions will be agreed before the preliminary meeting.

SGN reserves the right to make further representations as part of the examination process and to attend any relevant hearings.

Yours sincerely



CMS Cameron McKenna Nabarro Olswang LLP