

Southampton to London Pipeline Project

Deadline 6

Response to Action Points from Compulsory
Acquisition Hearing (CAH2)

Application Document: 8.81

Planning Inspectorate Reference Number: EN070005

Revision No. 1.0

March 2020



Southampton to London Pipeline Project

Response to Action Points from Compulsory Acquisition Hearing (CAH2)



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1 Response to Action Points from Compulsory Acquisition Hearing (CAH2)

Table 1.1: Applicants response to Action Point

Action No.	Action:	Applicant response to Action:
1	Accompanied Site Inspection to St James's School to be arranged	<p>1.1 The Applicant has made initial arrangements with St James School for an Accompanied Site Inspection for Thursday 19th March 2020, pending confirmation from the Planning Inspectorate of the proposed date.</p> <p>1.2 Once the date is confirmed, the Applicant will finalise arrangements with St James School and communicate with the Planning Inspectorate so that the arrangements can be made available to interested parties who wish to attend.</p>
2	Heads of Terms to be provided to St James's School	<p>1.1 The Applicant originally issued Heads of Terms for a voluntary land agreement to the Independent Educational Association Limited ('St James School') on 18 January 2019. St James School responded with alternative Heads of Terms on 22 January 2020. The Heads of Terms provided by St James School vary significantly from all of those that have been agreed by the Applicant and other landowners along the route. The Applicant has reviewed the Heads of Terms and responded to St James School on 5th March 2020 with a number of concessions, clarifications and comments and is seeking to engage proactively with the School to complete a voluntary land agreement.</p>



Action No.	Action:	Applicant response to Action:
3	Update on status of negotiations with Rayner Farms and negotiations to commence if they haven't already	<p>1.1 The Applicant has been engaging with Mr Rayner, and his appointed representatives, since the launch of the project in December 2017. Mr Rayner was an existing tenant on land through which the existing Esso pipelines ran and therefore received early correspondence informing existing landowners and occupiers of the project. Since December 2017, the project has continued to engage with Mr Rayner, not only as part of routine project updates, but also in relation to specific project activities and engagement, including:</p> <ul style="list-style-type: none"> • Referencing Land; • completion of a Persons with Interest in Land questionnaire; • future occupation of other land owned by Tarmac under a Farm Business Tenancy; • Non-Invasive Survey licence and subsequent arrangements for survey access; • Indicative Pipeline Routeing information prior to Statutory Consultation; • site meetings to discuss borehole surveys and subsequent arrangements for installation and access to boreholes with Mr Rayner's and Tarmac's agents. This included requesting copies of land drainage plans from the landowner's agent; and • following the representation submitted in respect of land drainage issues, a meeting has provisionally been arranged with Mr Rayner and his agent in the week commencing 9 March 2020.

**Southampton to London Pipeline Project
Response to Action Points from Compulsory Acquisition Hearing (CAH2)**



Action No.	Action:	Applicant response to Action:
4	Applicant to work on voluntary agreement with Twesledown including the ability to host future planned events	<p>1.1 The Applicant will continue to engage proactively with Twesledown on arrangements to enable the hosting of future events. Although the Applicant is currently unaware of when the events are scheduled for 2021 at Twesledown, it is confident that arrangements can be made to ensure that the 2021 events can be scheduled and run as planned.</p> <p>1.2 The Applicant met with Twesledown on the 5th March where further details of these proposed arrangements were discussed.</p>
5	CA schedule to be checked for accuracy and to ensure that all Category 1 (both landowners, leaseholders and tenants) are listed and updated accordingly	<p>1.1 The Applicant can confirm that it has completed a review of the CA schedule following the CA Hearing on 24 February 2020.</p> <p>1.2 The Applicant has updated existing landowner entries with details of associated leaseholders and occupiers. An updated CA schedule has been provided at Deadline 6 (Document Reference 8.9(5)).</p>
6	Respond to outstanding Highways England concerns	<p>1.1 The Applicant can confirm that it has now responded in writing to Highways England in relation to the points raised by Highways England at the CA Hearing. The Applicant will continue to engage with Highways England and negotiations in relation to protective provisions for Highways England are progressing well, with an agreement expected before the end of the examination.</p>



Action No.	Action:	Applicant response to Action:
7	Provision of an explanation of how the project could proceed if all the Crown land had to be removed from the Order land or written confirmation that formal consent for Crown land has been secured	<p>1.1 The Project will not be able to proceed without access to MOD land and required a voluntary land agreement. The voluntary agreement is subject to final review by the MOD and is expected to be completed shortly.</p> <p>1.2 The Project will not be able to proceed without access to MOJ land and required a voluntary land agreement. The Applicant and the MOJ and occupier are in the early stages of legal drafting, heads of terms are agreed and all parties expect voluntary agreement will be completed by close of examination.</p>
8	Provision of letter from Burges Salmon regarding the remaining plots of Escheat land	<p>1.1 The Applicant has now received letters from Burges Salmon regarding the remaining plots of Escheat land and they are appended to this response to action points (Appendix 1).</p>
9	<p>Update on protective provisions for those utility providers that would be covered UK Power Networks and whether this included SE Power Networks, SE Power Distribution and UK Power Networks and Southern Gas Networks</p>	<p>1.1 The ExA sought further clarity from the Applicant as to the relationship / distinction between some of the statutory undertakers with whom protective provisions negotiations were ongoing. The Applicant can therefore confirm that:</p> <ul style="list-style-type: none"> • South Eastern Power Networks is part of UK Power Networks. The Applicant is currently negotiating a Protective Provisions agreement with South Eastern Power Networks and an update on the status of those negotiations is set out at paragraph 4.11 of the Applicant's summary of case at the compulsory acquisition hearing on 24 February 2020. • There are no Protective Provisions proposed specifically for the benefit of UK Power Networks, since it is the Applicant's understanding that any assets affected by this scheme are held and operated by South Eastern Power Networks and not by UK Power Networks. The Compulsory Acquisition schedule submitted at Deadline 5 indicated that the Applicant was in discussion with UK Power Networks in relation to Protective Provisions. This is not the case. The negotiations are, as noted, taking place with South Eastern Power Networks.



Action No.	Action:	Applicant response to Action:
		<p>The Applicant has corrected the entry in respect of UK Power Networks in the updated Compulsory Acquisition schedule submitted at Deadline 6.</p> <ul style="list-style-type: none"> • The Applicant is also negotiating a protective provisions agreement with Southern Electric Power Distribution PLC, which is part of Scottish and Southern Electricity Networks. There is no relationship between Southern Electric Power Distribution PLC / Scottish and Southern Electricity Networks and UK Power Networks / South Eastern Power Networks. The protective provisions agreement would be for the benefit of Southern Electric Power Distribution PLC and it is on behalf of that body that a relevant representation was submitted in respect of the application dated 26 July 2019. • For clarity, the Applicant has amended the reference to SSE PLC in the updated Compulsory Acquisition schedule so that it now refers to Southern Electric Power Distribution PLC, which is the correct entity. • Southern Gas Networks is a separate entity to both South Eastern Power Networks / UK Power Networks and Southern Electricity Networks and UK Power Networks / South Eastern Power Networks. The update in respect of discussions with Southern Gas Networks is set out at paragraph 4.3 of the Applicant's summary of case at the Compulsory Acquisition hearing on 24 February 2020 (Document Reference 8.8).
10	Update on situation regarding negotiations with Portsmouth Water on protective provisions	<p>1.1 The Applicant has not been informed, nor is it aware, of any assets which are owned by Portsmouth Water that are affected by the project. As such, a Protective Provisions agreement with Portsmouth Water is not required.</p> <p>1.2 The Applicant can confirm that the reference in the Compulsory Acquisition schedule submitted at Deadline 5 (Document Reference 8.9(4)) to a Protective Provisions agreement being under negotiation with Portsmouth Water was an error and that the position set out in the Statement of Common Ground with Portsmouth Water which was submitted at Deadline 5 is correct (Document Reference 8.4.06). The Applicant has therefore corrected this reference in the updated Compulsory Acquisition schedule submitted at Deadline 6 (Document Reference 8.9(5)).</p>



Action No.	Action:	Applicant response to Action:
11	Comment on whether protective provision required for Forestry Commission and revision of CA schedule to remove those organisations that are not statutory undertakers for the purpose of s127 from the CA Schedule	1.1 The Applicant can confirm that there are no Protective Provisions under negotiation with the Forestry Commission. The Applicant has therefore removed reference to the Forestry Commission in the updated Compulsory Acquisition schedule provided at Deadline 6 (Document Reference 8.9(5)).
12	If Protective Provisions have not been agreed with statutory undertakers' submission of s127 case	1.1 The Applicant can confirm that any s.127 cases which may be required will be provided at Deadline 7 as requested.
13	In respect to change Request the Applicant to confirm that the request is additional land for the purposes of the Planning Regs 2010; to submit revised excerpts of the Land Plans and Book of Reference for the changed plots and confirm that all persons with interest in the land consent to the changes	<p>1.1 The Applicant provided confirmation at the Compulsory Acquisition hearing that it accepted the Examining Authority's position that the change in powers sought over the land affected by change request B did constitute 'additional land' for the purposes of the Infrastructure Planning (Compulsory Acquisition) Regulations 2010.</p> <p>1.2 The Applicant can confirm that revised Land Plans and relevant extracts from the Book of Reference in respect of the affected parcels of land have been provided at Deadline 6. A brief summary of the proposed changes to identify the additional land is provided below.</p> <p>Valve 3 – Lower Preshaw</p> <p>1.3 The Applicant has submitted a revised Land Plan at Deadline 6 which indicates the changes proposed to the affected parcels as shown on Land Plan Number 7. The Land Plan indicates an</p>



Action No.	Action:	Applicant response to Action:
		<p>adaptation of existing Plot 231 which is to include the 'additional land'. This Plot has been divided into three separate Plots which are 231A, 231B and 231C.</p> <p>1.4 Plots 231A and 231C remain as originally proposed being Plots over which rights of temporary possession are proposed. Plot 231 B is the additional land Plot over which CA powers are identified being Class 3 rights of access.</p> <p>Valve 9 – Qinetiq</p> <p>1.5 The Applicant has submitted a revised Land Plan at Deadline 6 which indicates the changes proposed to the affected parcel as shown on Land Plan Number 33 and 103. The Land Plan indicates that the original Plot 991 has been re-located. This change has arisen from a request by the freeholder to re-locate the valve from its original position. The original Plot has been reduced in area but the rights remain as originally proposed being CA powers of acquisition Class 1 rights. For the avoidance of doubt the Applicant confirms that apparatus owned by Zayo Communications is situated outside of Plot 991 and is not affected by the change.</p> <p>Abbey Rangers FC</p> <p>1.6 The Applicant has submitted a revised Land Plan at Deadline 6 which indicates the changes proposed to the affected parcels as shown on Land Plan Number 46 and 116. This change has the effect of subdividing two existing temporary possession Plots to create two subplots over which CA powers are identified to provide sufficient working area to enable a non-open-cut technique to be implemented below the pitches. The Land Plan indicates an adaptation of original Plot Numbers 1784 and 1786. Plots 1784 and 1786 have been subdivided and are now shown as Plots 1784A, 1784B, 1786A and 1786B.</p> <p>1.7 Plots 1784A and 1786A remain as Plots over which rights of temporary possession are proposed. Plots 1784B and 1786B are the additional land Plots over which CA powers are now identified as being Class 2 rights.</p> <p>Summary</p>



Action No.	Action:	Applicant response to Action:
		1.8 For all 3 minor amendments, the Applicant can confirm that all persons with an interest in the additional land have provided consent to the inclusion of the land in the DCO as land subject to CA powers and copies of those consents have been provided at Deadline 6.
14	Confirmation as to whether the withdrawal of an objection to CA can be done through a signed statement of common ground or whether a separate letter would be required	1.1 The Applicant can confirm that it is seeking formal correspondence from undertakers confirming that a representation has been withdrawn once an agreement has been reached. In this respect, the Applicant understands that, following the Compulsory Acquisition hearing on 24 February 2020, Southern Water Services Limited and South East Water Limited, with whom the Applicant has now reached agreement, have withdrawn their representations. This is the approach which the Applicant will continue to request from the parties with whom it is negotiating.



Appendix 1: CAH2-08 Letter from Burgess Salmon - Land on the east side of Farnborough Road, Farnborough

BDB Pitmans LLP
50 Broadway
London
SW1H 0BL

Sent via email: anguswalker@bdbpitmans.com

Direct Line: +44 (0)117 902 2775
Tristan.williams@burgess-salmon.com

Our ref: TW03/RO01/31932.8505

Your ref:

28 February 2020

Dear Sirs

Property: Land on the east side of Farnborough Road, Farnborough
Company: Castlemore Securities Limited (In Liquidation)

Thank you for your recent email.

We hope that the information below will be of assistance in clarifying the general position here from The Crown Estate's perspective.

BACKGROUND

Following the disclaimer of the Property by the liquidator, the Property may be deemed subject to escheat to the Crown at common law. By longstanding convention, properties that are subject to escheat fall to be dealt with by The Crown Estate, for whom this firm acts. However, as will be apparent from this letter, The Crown Estate should not be regarded as the current owner of the Property, at least in any conventionally understood sense.

POLICY

In accordance with legal advice given on previous occasions, The Crown Estate does not propose to take any action which might be construed as an act of management, possession or ownership in relation to the Property, since to do so may incur upon it liabilities with which the Property is, or may become, encumbered. Neither this letter nor any other correspondence passing between us should be construed as such an act.

The reasoning behind this approach is that The Crown Estate does not accept that it should be, in effect, the guarantor of last resort for companies and individuals who have failed financially, leaving onerous property in their wake. To do so would not be an appropriate application of The Crown Estate's revenues, nor is it a function envisaged for The Crown Estate by Parliament. Properties which may be subject to escheat are not infrequently onerous in nature and many have little or no monetary value. The total cost of all potential past, present and future liabilities connected to such properties, of which there are many, would be enormous. As The Crown Estate accounts to the Treasury for its operating surplus, such cost would end up as a burden on the public purse.

In practical terms, this means that The Crown Estate cannot consent or object to any documents or works carried out on the Property as this may be considered an act of management, ownership or possession.

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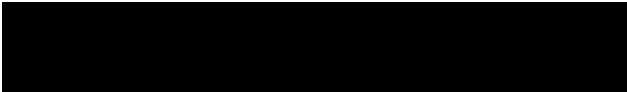
Also at: 6 New Street Square, London, EC4A 3BF
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CONCLUSION

We appreciate that this may appear to be an unsatisfactory state of affairs, but trust that you will understand that the events leading up to the current situation are not of The Crown Estate's making and its role in relation to the Property is limited. This is a complex and arcane area of our property and constitutional law but we hope that our letter is helpful to explain the constraints upon The Crown Estate in dealing with the properties that may be subject to escheat.

Yours faithfully




BURGES SALMON LLP



Appendix 1: CAH2-08 Letter from Burgess Salmon - Land and building on the west side of stand lake, Farnborough

BDB Pitmans LLP
50 Broadway
London
SW1H 0BL
Sent via email: anguswalker@bdbpitmans.com


Tristan.williams@burgess-salmon.com

Our ref: TW03/RO01/31932.8498

Your ref:

28 February 2020

Dear Sirs

Property: Land and building on the west side of Stake Lane, Farnborough
Company: Tedwood Homes Limited (Dissolved)

Thank you for your recent email.

We hope that the information below will be of assistance in clarifying the general position here from The Crown Estate's perspective.

BACKGROUND

Following the disclaimer of the Property by the Treasury Solicitor, the Property may be deemed subject to escheat to the Crown at common law. By longstanding convention, properties that are subject to escheat fall to be dealt with by The Crown Estate, for whom this firm acts. However, as will be apparent from this letter, The Crown Estate should not be regarded as the current owner of the Property, at least in any conventionally understood sense.

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In practical terms, this means that The Crown Estate cannot consent or object to any documents or works carried out on the Property as this may be considered an act of management, ownership or possession.

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Yours faithfully

BURGES SALMON LLP



Appendix 1: CAH2-08 Letter from Burgess Salmon - Land lying to the North of Balmoral Drive, Frimley

BDB Pitmans LLP
50 Broadway
London
SW1H 0BL
Sent via email: anguswalker@bdbpitmans.com

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Fax: +44 (0)117 902 4400
email@burgess-salmon.com
www.burgess-salmon.com
DX 7829 Bristol

Tristan.williams@burgess-salmon.com

Our ref: TW03/RO01/31932.8481

Your ref:

28 February 2020

Dear Sirs

Property: Land lying to the North of Balmoral Drive, Frimley
Company: Hodson Homes Plc (Dissolved)

Thank you for your recent email.

We hope that the information below will be of assistance in clarifying the general position here from The Crown Estate's perspective.

BACKGROUND

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Yours faithfully



BURGES SALMON LLP



Appendix 2: CAH2-13 – Letters of consent - Abbey Rangers FC – Surrey County Council and Abbey Rangers FC

SLP Project
The Estates Office Norman Court
Ashby-de-la-Zouch
LE65 2UZ
0845 437 0383
slpproject@fishergerman.co.uk



Southampton to London
Pipeline Project

Our Reference: SLP/ AR/ Surrey CC + ARFC

07 February 2020

David Moody
Bruton Knowles LLP
2 Paris Parkland
Railton Road
Guildford
GU2 9JX

Dear Mr Moody

Esso's Southampton to London Pipeline Project – Abbey Rangers FC

Your Clients: Surrey CC & Abbey Rangers FC - Application for Minor amendments

Esso submitted a formal request to the Planning Inspectorate (PINS) on the 30 January 2020 to amend the application for development consent to incorporate the changes you have requested to the Limits of deviation. As discussed those changes have resulted in a change to the extent of land identified for permanent rights required for the pipeline.

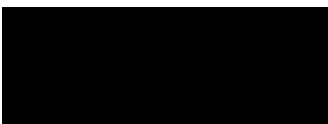
Whilst we are of course in the process of agreeing a voluntary agreement for rights over this land you will be aware that the draft DCO also contains compulsory acquisition powers for the entire pipeline. This is usual for long linear schemes as it provides certainty that the pipeline is capable of being built. Before these changes will be accepted into the Examination, the Examining Authority has advised Esso that it requires evidence that all persons with an interest in the additional land subject to the permanent right have consented to its inclusion in the development consent order as land subject to Compulsory Acquisition powers.

We enclose a copy of PINS letter dated 6 February which sets out the information they require to accept Request B.

The change can be identified by comparing the extracts from Land Plan Sheet 48/116 Plot 1781, 1787 attached to this letter. Plan Version CO3 shows the original layout and Plan Version CO4 includes the additional land coloured Blue over which Esso is seeking permanent rights for the pipeline (Class 2 as expressed in the Book of Reference)

Can you please sign and return a copy of this letter to confirm that you consent to the inclusion of this additional land in the DCO as land which will be subject to CA powers

Yours sincerely,



Jonathan Anstee de Mas

Land & Pipeline Technical Lead at Esso Petroleum Company, Limited

SLP Project Team

Tel: 0845 437 0383

Email: slpproject@fishergerman.co.uk

Website: www.slpproject.co.uk

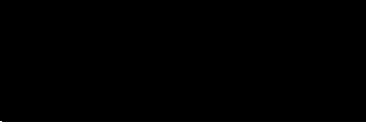
SLP Project
The Estates Office Norman Court
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Southampton to London
Pipeline Project

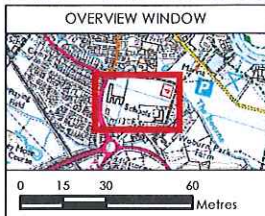
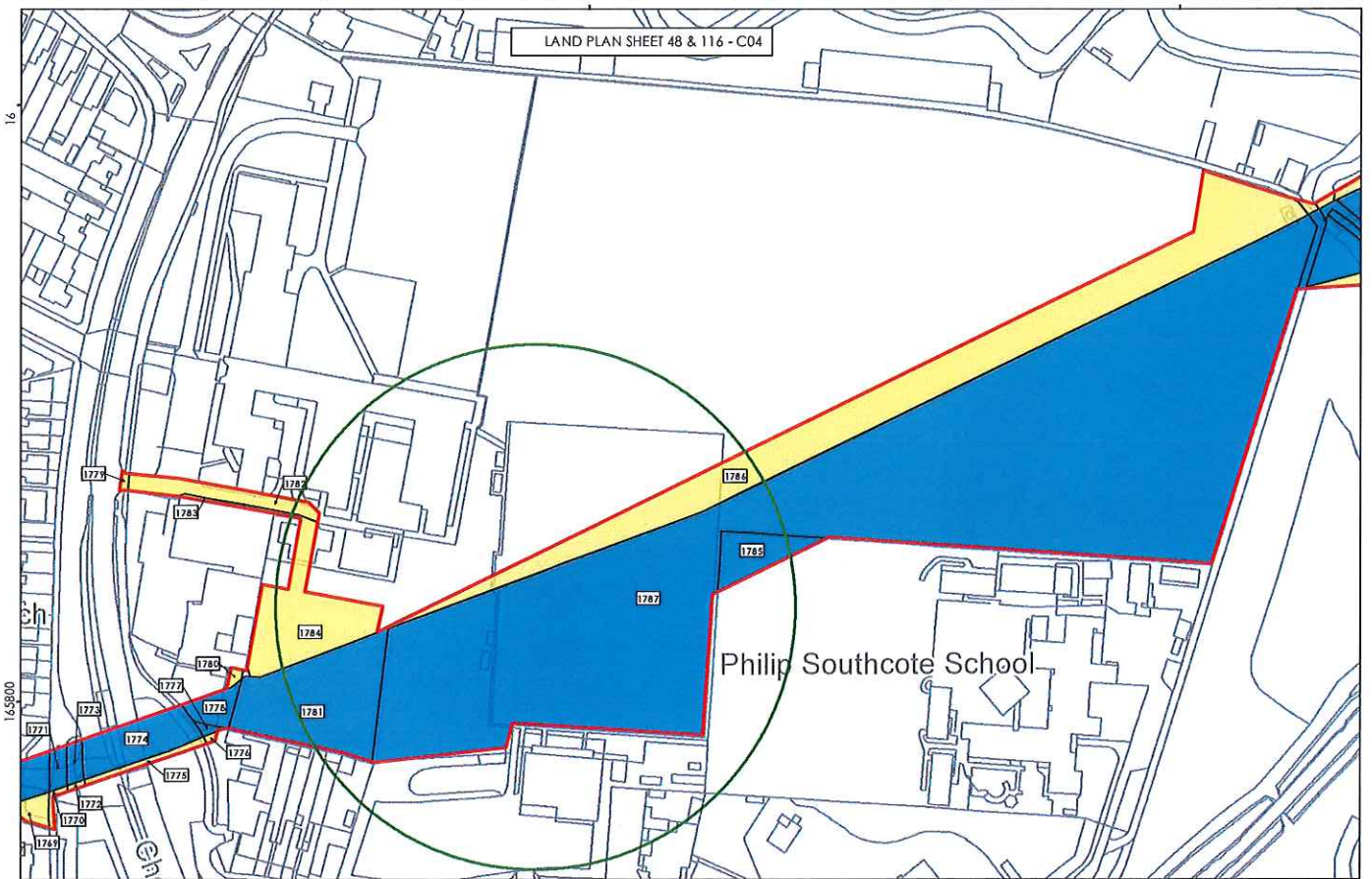
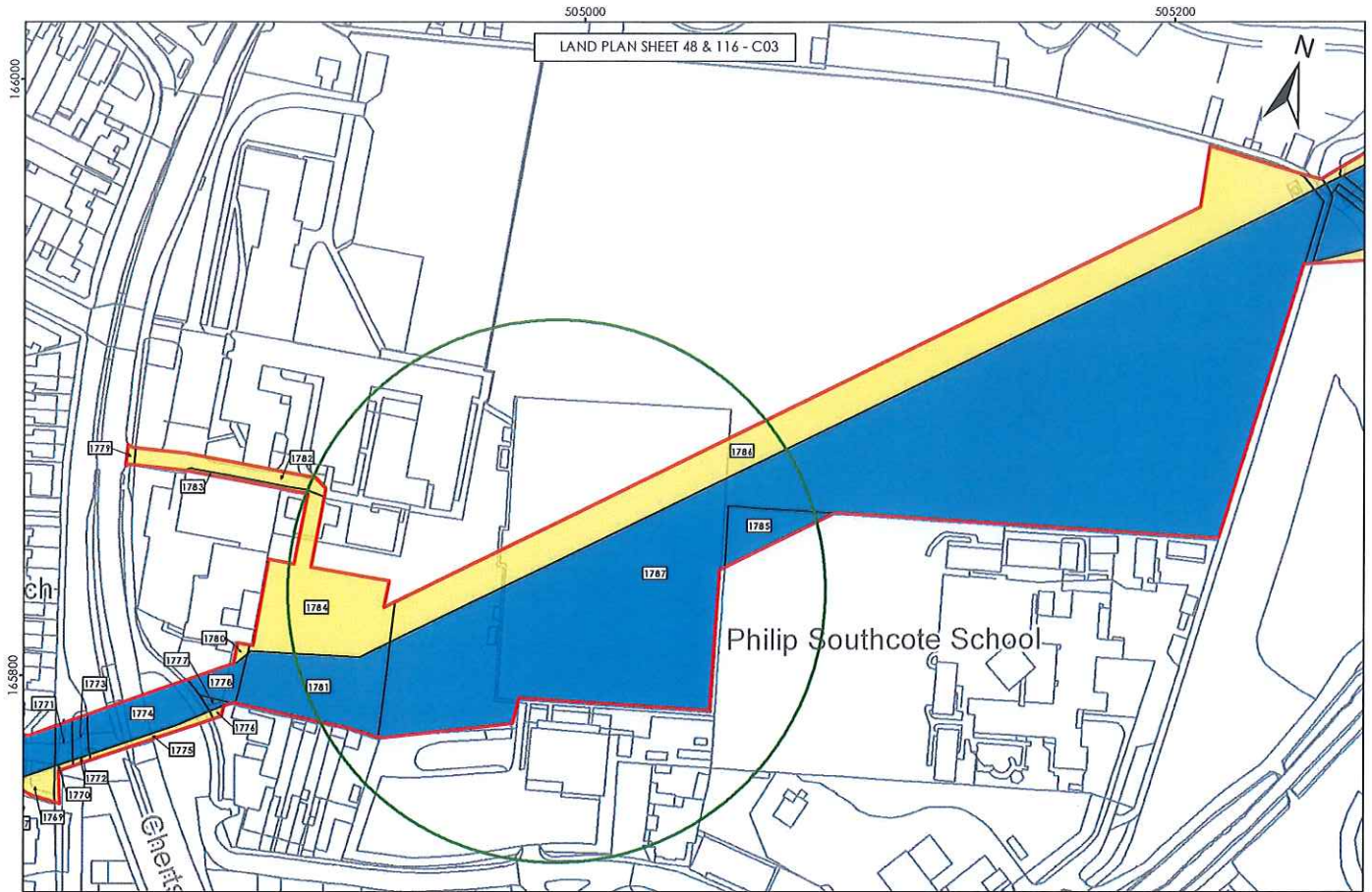
We Surrey CC and Abbey Rangers FC confirm that we consent to the amendments shown on the extract of Land Plan Sheet 43/116 Ref CO4 attached and to the inclusion of additional Class 2 land identified in Plans 1761 & 1767

Signed.....



Dated..





REVISION: A	FP: 105124-001
CLIENT: ESSO	
SCHEME: SLP	
TITLE: AR CHANGES	
SCALE: 1:2,500 @ A4	
DATE: 07/02/2020	

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DRAWING NO:
SLP-2020-02-MT-SP-AR



The Planning Inspectorate

National
Infrastructure
Planning
Temple Quay House
2 The Square
Bristol, BS1 6PN

Customer 0303 444 5000
Services: SouthamptontoLondonPipeline@planninginspectorate.gov.uk
e-mail:

To Interested Parties and Esso
Petroleum Company, Limited

Your Ref:

Our Ref: EN070005

Date: 6 February 2020

Dear Sir/Madam

**Planning Act 2008 (as amended) Section 89
The Infrastructure Planning (Examination Procedure) Rules 2010 (as
amended) – Rules 9 and 17**

**The Infrastructure Planning (Compulsory Acquisition) Regulations 2010 –
Regulations 4 to 19**

**Application by Esso Petroleum Company, Limited for an Order Granting
Development Consent for the Southampton to London Pipeline Project**

**Request A: To Make Changes to the Original Application as submitted at
Deadline 3 [REP3-022]**

**Request B: To Make Changes to the Original Application as submitted at
Deadline 4 [REP4-001]**

We are writing to inform you of the Procedural Decision made by the Examining Authority (ExA) following the change request made by the Applicant at Deadline (D)3, Wednesday 18 December 2019 (Examination Library reference [REP3-022]) (Herein known as Request A). The ExA also makes a Procedural Decision to request additional information in respect to further changes to the Application sought by the Applicant at D4, Thursday 30 January 2020 [REP4-001] (herein known as Request B).

Request A

In our letter dated of 13 January 2020 [PD-011], the ExA requested additional information from the Applicant in respect of proposed changes to the quantum and sizes of the proposed logistics hubs. The Applicant responded at D4 [REP4-048] with the following:

- The Applicant confirmed our understanding of the changes proposed to logistics hubs Work Nos 6C (Hartland Village), 7A (Ministry of Defence land at Deepcut), and 6B (A31/A32 junction Northfield Lane) were correct.

<https://infrastructure.planninginspectorate.gov.uk>



- The new land to be included within the Order limits at Hartland Village would be for Temporary Possession (TP) powers only, thus no additional land is sought. Furthermore, the Applicant also confirmed that the new land to be included within the Order limits concerns a private access road only, affects the same Affected Person (AP), and that a voluntary agreement has been entered into with that party. The Applicant also confirmed that the change request is shown only to clarify the access arrangements at the logistic hub and would not restrict the use of the roads for others. There is no proposed change to the Order limits and no additional land would be required at the other two proposed logistics hubs at Deepcut or the A31/A32 junction.
- The Applicant also confirmed that the environmental effects resulting from the traffic changes associated with the two remaining temporary logistics hubs have been cumulatively assessed and remains as reported in the Environmental Statement.

In the same letter [PD-011], the ExA also requested the views of all relevant planning and highway authorities as to their views as to the change requests in respect to the planning effects, and we have noted the responses received.

Having reviewed all matters, the ExA concludes that the proposed changes the subject of Request A would not result in new or materially different significant effects on the environment. The changes can be deemed to be non-material and accordingly are accepted into the Examination.

Request B

In its submissions at D4 [REP4-001] and [REP4-057], the Applicant has sought a further three changes to the Application. These are summarised in the following table.

Description	Relevant Drawings	Change Request
Valve 3 at Lower Preshaw Farm, Upham	Land Plans Sheet 7 [AS-042] Works Plans Sheet 7 [AS-048] General Arrangement Plans (GAPs) Sheet 7 [REP3-005]	Change to the location of the valve and to permanent access rights at the request of the landowner [REP3-058] for operational reasons.
Valve 9 at QinetiQ, Farnborough	Land Plans Sheet 33 and 103 [AS-043] and [AS-044] Works Plans Sheet 33 and 103 [AS-048] and [AS-049] GAP Sheets 33 and 103 [REP3-005]	Change to the location of the valve, to permanent access rights, and to a reduction in the limits of deviation at the request of the landowner [REP3-060] for operational reasons.

Description	Relevant Drawings	Change Request
Abbey Rangers FC, Ashford	Land Plans Sheet 48 and 116 [AS-043] and [AS-044] Works Plans Sheet 48 and 106 [AS-048] and [AS-049] GAP Sheets 48, 49 and 116 [REP3-005] Access and Right of Way Sheets 48 and 116 [REP4-057]	Change to the limits of deviation and construction technique across Pitch No.2 to allow trenchless and stringing out operations following requests made by Surrey County Council [REP1-023] and by Abbey Rangers FC [REP3-052].

The ExA notes previous responses from Interested Parties and APs in respect to their respective requested changes to the Application on the sites listed above. However, the ExA also notes that in all cases, the requested changes would require additional compulsory acquisition (CA) powers, whereby on parts of plots 228, 231, 990, 1001, 1786 and 1787, CA for new rights would replace land currently shown on the Land Plans [AS-042] to [AS-045] as TP. It is noted that none of the APs made written representations expressing consent for these additional powers sought.

The ExA has reviewed the request specifically against the provisions of the Infrastructure Planning (Compulsory Acquisition) Regulations 2010 (CA Regs). These regulations apply to "additional land" which is land proposed to be subject to CA which was not identified as such in the Book of Reference. A change from TP to CA involves the CA of additional land for the purpose of the CA Regs. Consequently, we have concluded that we are unable to determine whether such changes can be deemed to be material or non-material or whether they should be accepted at this time.

Additional information is required from the Applicant in order for the ExA to determine the outcome of the requested change. Specifically, the ExA requires evidence from the Applicant that all persons with an interest in the additional land, consent to its inclusion in the development consent order as land subject to CA. If this is not possible at the current time, the ExA requests the Applicant provide an indication of when this information will be submitted. The Applicant is also asked for its views as to whether the prescribed procedures in Regulations 5-19 of the CA Regs can be complied with within the Examination timetable should agreement not be forthcoming.

The ExA requests the additional information sought in respect to Request B, and the changed documents as a result of the acceptance of Request A including an updated Book of Reference, is submitted at D5, **Thursday 13 February 2020**.

Should you have any queries regarding the content of the letter, please contact the case team using the details at the top of this letter.

Yours faithfully

Richard Allen

Lead Member of the Examining Authority



Appendix 3: CAH2-13 – Letters of consent - Abbey Rangers FC – Bourne Education Trust Agreement

SLP Project
The Estates Office Norman Court
Ashby-de-la-Zouch
LE65 2UZ
0845 437 0383
slpproject@fishergerman.co.uk



Southampton to London
Pipeline Project

Our Reference: SLP/ AR/ Bourne

07 February 2020

Bourne Education Trust (07768726)
Epsom & Ewell High School
Ruxley Lane
Epsom
Surrey
KT19 9JW

Dear Sirs

Esso's Southampton to London Pipeline Project – Abbey Rangers FC

Bourne Education Trust- Application for Minor amendments

Esso submitted a formal request to the Planning Inspectorate (PINS) on the 30 January 2020 to amend the application for development consent to incorporate changes requested to the Limits of deviation. Those changes have resulted in a change to the extent of land identified for permanent rights required for the pipeline.

Whilst we are of course in the process of agreeing a voluntary agreement for rights over this land you will be aware that the draft DCO also contains compulsory acquisition powers for the entire pipeline. This is usual for long linear schemes as it provides certainty that the pipeline is capable of being built. Before these changes will be accepted into the Examination, the Examining Authority has advised Esso that it requires evidence that all persons with an interest in the additional land subject to the permanent right have consented to its inclusion in the development consent order as land subject to Compulsory Acquisition powers.

We enclose a copy of PINS letter dated 6 February which sets out the information they require to accept Request B.

The change can be identified by comparing the extracts from Land Plan Sheet 48/116 Plot 1781,1787 attached to this letter. Plan Version CO3 shows the original layout and Plan Version CO4 includes the additional land coloured Blue over which Esso is seeking permanent rights for the pipeline (Class 2 as expressed in the Book of Reference)

Can you please sign and return a copy of this letter to confirm that you consent to the inclusion of this additional land in the DCO as land which will be subject to CA powers

Yours sincerely,



Jonathan Anstee de Mas

Land & Pipeline Technical Lead at Esso Petroleum Company, Limited

SLP Project Team

Tel: 0845 437 0383

Email: slpproject@fishergerman.co.uk

Website: www.slpproject.co.uk

SLP Project
The Estates Office Norman Court
Ashby-de-la-Zouch
LE65 2UZ
0845 437 0383
slpproject@fishergerman.co.uk



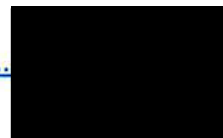
Southampton to London
Pipeline Project

We Bourne Education Trust confirm that we consent to the amendments shown on the extract of Land Plan Sheet 43/116 Ref CO4 attached and to the inclusion of additional Class 2 land identified in Plot 1781 & 1787

Signed...



Dated...





Appendix 4: CAH2-13 – Letters of consent - Valve 3 – Mr Mark Dunford

SLP Project
The Estates Office Norman Court
Ashby-de-la-Zouch
LE65 2UZ
0845 437 0383
slpproject@fishergerman.co.uk



Southampton to London
Pipeline Project

Our Reference: SLP/ Dunford / Valve 3

07 February 2020

Mr M R Dunford
Lower Preshaw Farm
Lower Preshaw Lane
Upham
Southampton
SO32 1QF

Dear Mr Dunford

Esso's Southampton to London Pipeline Project – Valve 3 Lower Preshaw Farm
Mark Dunford - Application for Minor amendments

Esso submitted a formal request to the Planning Inspectorate (PINS) on the 30 January 2020 to amend the application for development consent to incorporate the changes you have requested to the Valve Location. As discussed those changes have resulted in a change to the permanent vehicle access required to the valve.

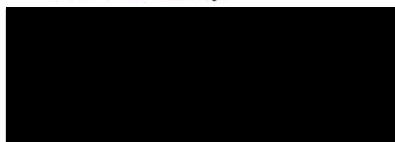
Whilst we are of course in the process of agreeing a voluntary agreement for rights over this land you will be aware that the draft DCO also contains compulsory acquisition powers for the entire pipeline. This is usual for long linear schemes as it provides certainty that the pipeline is capable of being built. Before these changes will be accepted into the Examination, the Examining Authority has advised Esso that it requires evidence that all persons with an interest in the additional land subject to the permanent access right have consented to its inclusion in the development consent order as land subject to Compulsory Acquisition powers.

We enclose a copy of PINS letter dated 6 February which sets out the information they require to accept Request B.

The change can be identified by comparing the extracts from Land Plan Sheet 7 Plot 228 attached to this letter. Land Plan Version CO3 shows the original layout and Plan Version CO4 includes the additional land coloured Brown over which Esso is seeking permanent rights of access (Class 3 as expressed in the Book of Reference).

Can you please sign and return a copy of this letter to confirm that you consent to the inclusion of this additional land in the DCO as land which will be subject to CA powers

Yours sincerely,



Jonathan Anstee de Mas
Land & Pipeline Technical Lead at Esso Petroleum Company, Limited

SLP Project Team
Tel: 0845 437 0383
Email: slpproject@fishergerman.co.uk

SLP Project
The Estates Office Norman Court
Ashby-de-la-Zouch
LE65 2UZ
0845 437 0383
slproject@fishergerman.co.uk



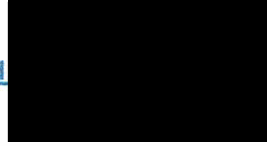
Southampton to London
Pipeline Project

I Mark Dunford of Lower Preshaw Farm confirm that I consent to the amendments shown on the extract of Land Plan Sheet 7 Ref CO4 attached and to the inclusion of additional Class 3 land identified in Plot 228

Signed.



Dated





Appendix 5: CAH2-13 - Letter of consent - Valve 3 - Lloyds

Pendeford Securities Centre
Pendeford Business Park
Wobaston Road
Wolverhampton
WV9 5HZ

Mark Robert Dunford

19 February 2020

Our ref: SEC- 223400-/ak

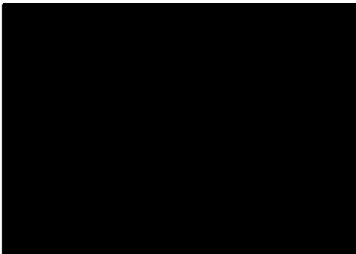
Land at Lower Preshaw Farm ("Property")

Legal Charge to the Bank dated: 20/03/2018

We consent to the amendments required within the Option Agreement dated 5th November 2019, on the basis of the attached documents.

We also consent to the registration of the Deed at the Land Registry, if applicable.

Authorised Signatory on behalf of Lloyds Bank plc
Pendeford Securities Centre



ANILAR DEVI KUMAR
Case Handler

SLP Project
The Estates Office Norman Court
Ashby-de-la-Zouch
LE65 2UZ
0845 437 0383
slpproject@fishergerman.co.uk

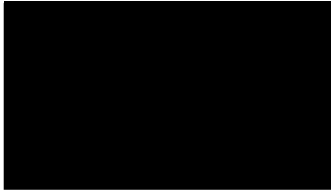


Southampton to London
Pipeline Project

Our Reference: SLP/ Dunford / Valve 3

07 February 2020

Mr M R Dunford



Dear Mr Dunford

**Esso's Southampton to London Pipeline Project – Valve 3 Lower Preshaw Farm
Mark Dunford - Application for Minor amendments**

Esso submitted a formal request to the Planning Inspectorate (PINS) on the 30 January 2020 to amend the application for development consent to incorporate the changes you have requested to the Valve Location. As discussed those changes have resulted in a change to the permanent vehicle access required to the valve.

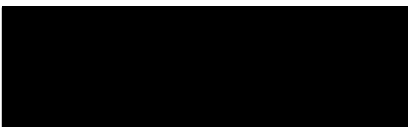
Whilst we are of course in the process of agreeing a voluntary agreement for rights over this land you will be aware that the draft DCO also contains compulsory acquisition powers for the entire pipeline. This is usual for long linear schemes as it provides certainty that the pipeline is capable of being built. Before these changes will be accepted into the Examination, the Examining Authority has advised Esso that it requires evidence that all persons with an interest in the additional land subject to the permanent access right have consented to its inclusion in the development consent order as land subject to Compulsory Acquisition powers.

We enclose a copy of PINS letter dated 6 February which sets out the information they require to accept Request B.

The change can be identified by comparing the extracts from Land Plan Sheet 7 Plot 228 attached to this letter. Land Plan Version CO3 shows the original layout and Plan Version CO4 includes the additional land coloured Brown over which Esso is seeking permanent rights of access (Class 3 as expressed in the Book of Reference).

Can you please sign and return a copy of this letter to confirm that you consent to the inclusion of this additional land in the DCO as land which will be subject to CA powers

Yours sincerely,



Jonathan Anstee de Mas
Land & Pipeline Technical Lead at Esso Petroleum Company, Limited

SLP Project Team
Tel: 0845 437 0383
Email: slpproject@fishergerman.co.uk

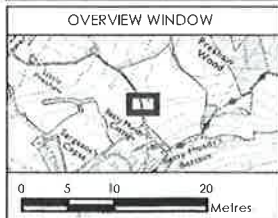
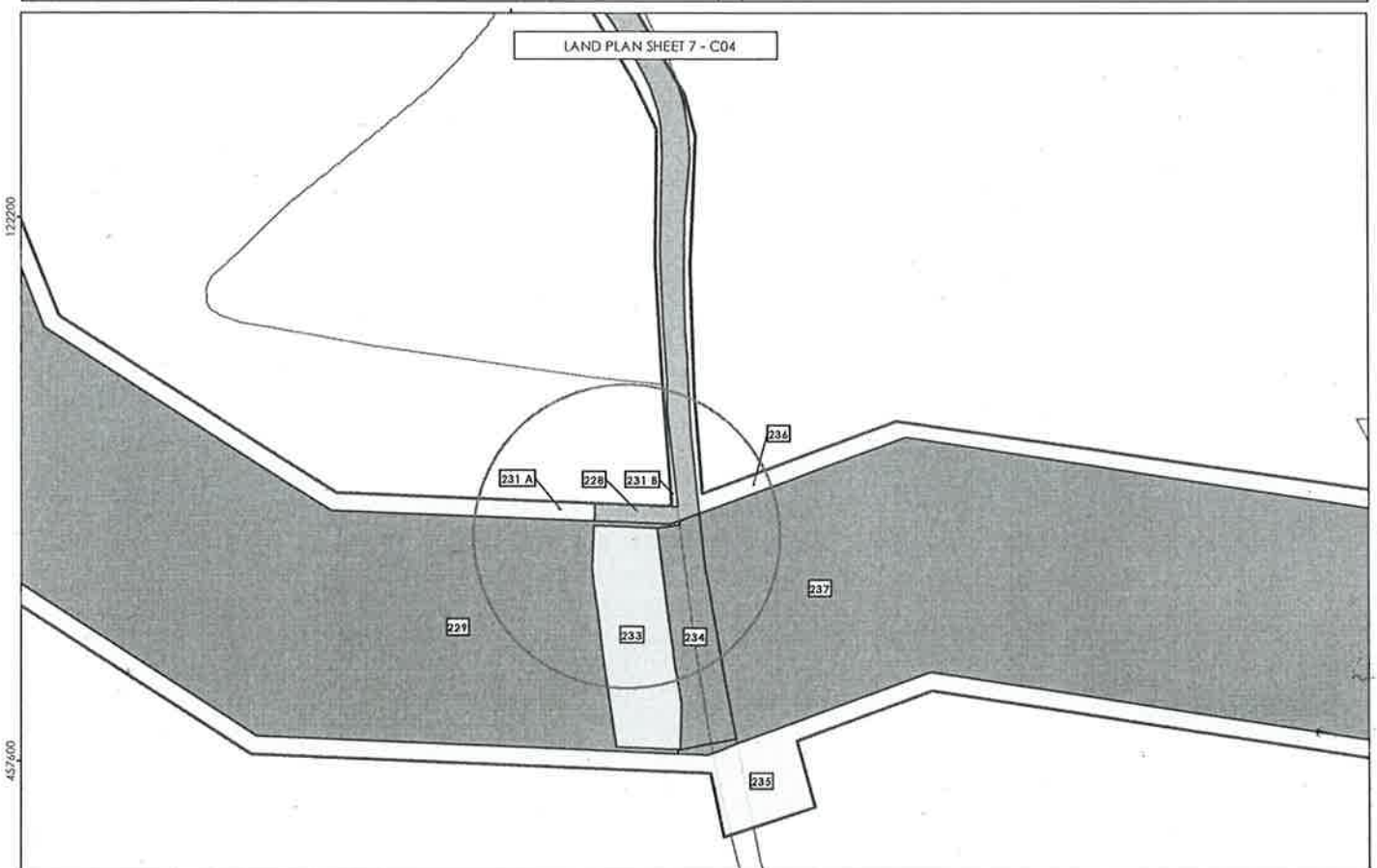
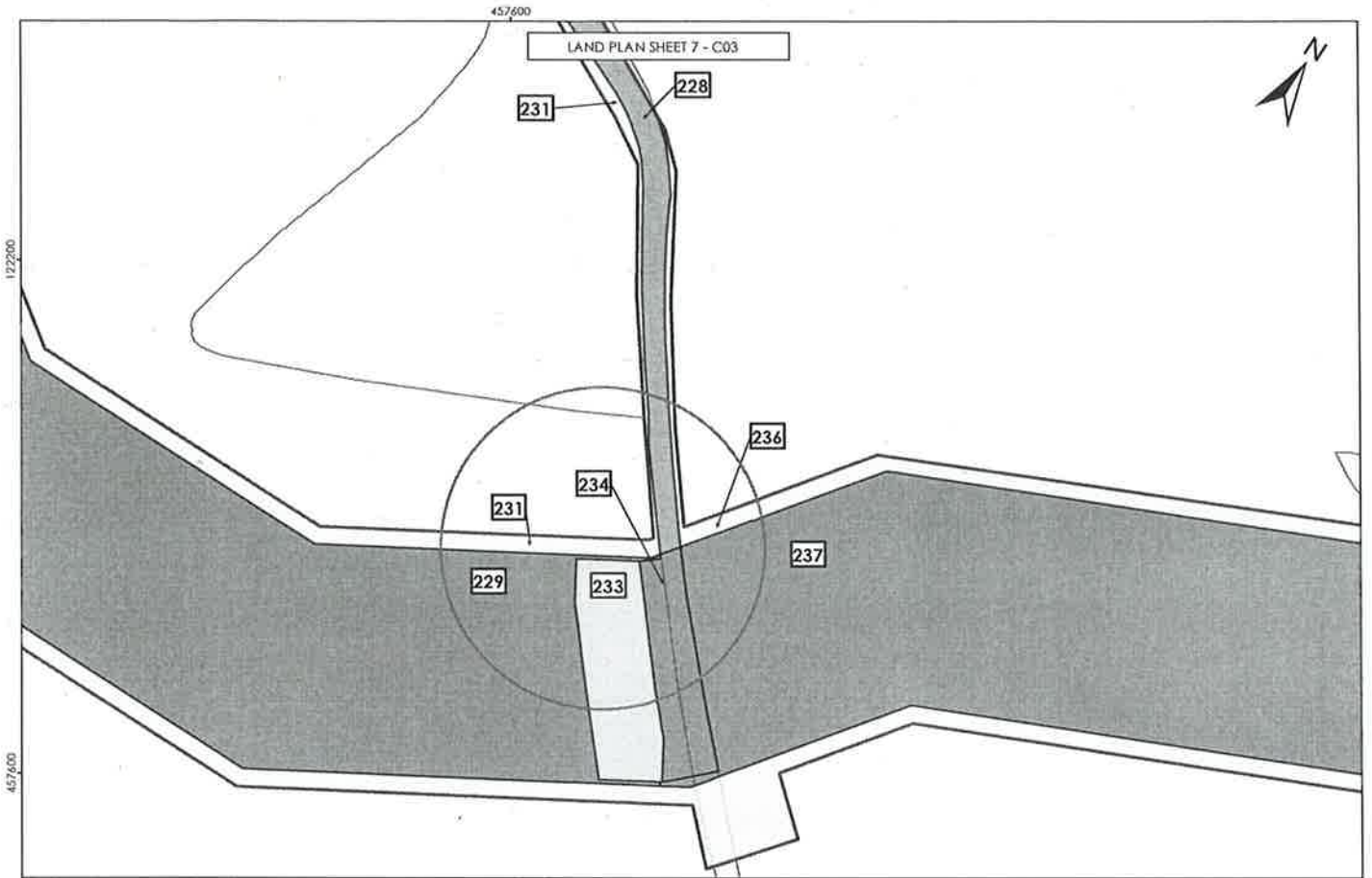
SLP Project
The Estates Office Norman Court
Ashby-de-la-Zouch
LE65 2UZ
0845 437 0383
slpproject@fishergerman.co.uk



Southampton to London
Pipeline Project

I Mark Dunford of Lower Preshaw Farm confirm that I consent to the amendments shown on the extract of Land Plan Sheet 7 Ref CO4 attached and to the inclusion of additional Class 3 land identified in Plot 228

Signed..... Dated.....



REVISION: A	FP: 105124-001
CLIENT: ESSO	
SCHEME: SLP	
TITLE: VALVE 3 CHANGES	
SCALE: 1:800 @ A4	
DATE: 07/02/2020	

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WRITTEN PERMISSION OF FISHER GERMAN LLP

The Estates Office, Norman Court
Ashby de la Zouch,
Leicestershire, LE65 2UZ

01530 412821
<https://www.fishergerman.co.uk>
ashby@fishergerman.co.uk

DRAWING NO:
SLP-2020-02-MT-SP-V3



The Planning Inspectorate

National
Infrastructure
Planning
Temple Quay House
2 The Square
Bristol, BS1 6PN

Customer 0303 444 5000
Services: SouthamptontoLondonPipeline@planninginspectorate.gov.uk
e-mail:

To Interested Parties and Esso
Petroleum Company, Limited

Your Ref:

Our Ref: EN070005

Date: 6 February 2020

Dear Sir/Madam

**Planning Act 2008 (as amended) Section 89
The Infrastructure Planning (Examination Procedure) Rules 2010 (as
amended) – Rules 9 and 17**

**The Infrastructure Planning (Compulsory Acquisition) Regulations 2010 –
Regulations 4 to 19**

**Application by Esso Petroleum Company, Limited for an Order Granting
Development Consent for the Southampton to London Pipeline Project**

**Request A: To Make Changes to the Original Application as submitted at
Deadline 3 [REP3-022]**

**Request B: To Make Changes to the Original Application as submitted at
Deadline 4 [REP4-001]**

We are writing to inform you of the Procedural Decision made by the Examining Authority (ExA) following the change request made by the Applicant at Deadline (D)3, Wednesday 18 December 2019 (Examination Library reference [REP3-022]) (Herein known as Request A). The ExA also makes a Procedural Decision to request additional information in respect to further changes to the Application sought by the Applicant at D4, Thursday 30 January 2020 [REP4-001] (herein known as Request B).

Request A

In our letter dated of 13 January 2020 [PD-011], the ExA requested additional information from the Applicant in respect of proposed changes to the quantum and sizes of the proposed logistics hubs. The Applicant responded at D4 [REP4-048] with the following:

- The Applicant confirmed our understanding of the changes proposed to logistics hubs Work Nos 6C (Hartland Village), 7A (Ministry of Defence land at Deepcut), and 6B (A31/A32 junction Northfield Lane) were correct.

<https://infrastructure.planninginspectorate.gov.uk>



- The new land to be included within the Order limits at Hartland Village would be for Temporary Possession (TP) powers only, thus no additional land is sought. Furthermore, the Applicant also confirmed that the new land to be included within the Order limits concerns a private access road only, affects the same Affected Person (AP), and that a voluntary agreement has been entered into with that party. The Applicant also confirmed that the change request is shown only to clarify the access arrangements at the logistic hub and would not restrict the use of the roads for others. There is no proposed change to the Order limits and no additional land would be required at the other two proposed logistics hubs at Deepcut or the A31/A32 junction.
- The Applicant also confirmed that the environmental effects resulting from the traffic changes associated with the two remaining temporary logistics hubs have been cumulatively assessed and remains as reported in the Environmental Statement.

In the same letter [PD-011], the ExA also requested the views of all relevant planning and highway authorities as to their views as to the change requests in respect to the planning effects, and we have noted the responses received.

Having reviewed all matters, the ExA concludes that the proposed changes the subject of Request A would not result in new or materially different significant effects on the environment. The changes can be deemed to be non-material and accordingly are accepted into the Examination.

Request B

In its submissions at D4 [REP4-001] and [REP4-057], the Applicant has sought a further three changes to the Application. These are summarised in the following table.

Description	Relevant Drawings	Change Request
Valve 3 at Lower Preshaw Farm, Upham	Land Plans Sheet 7 [AS-042] Works Plans Sheet 7 [AS-048] General Arrangement Plans (GAPs) Sheet 7 [REP3-005]	Change to the location of the valve and to permanent access rights at the request of the landowner [REP3-058] for operational reasons.
Valve 9 at QinetiQ, Farnborough	Land Plans Sheet 33 and 103 [AS-043] and [AS-044] Works Plans Sheet 33 and 103 [AS-048] and [AS-049] GAP Sheets 33 and 103 [REP3-005]	Change to the location of the valve, to permanent access rights, and to a reduction in the limits of deviation at the request of the landowner [REP3-060] for operational reasons.

Description	Relevant Drawings	Change Request
Abbey Rangers FC, Ashford	Land Plans Sheet 48 and 116 [AS-043] and [AS-044] Works Plans Sheet 48 and 106 [AS-048] and [AS-049] GAP Sheets 48, 49 and 116 [REP3-005] Access and Right of Way Sheets 48 and 116 [REP4-057]	Change to the limits of deviation and construction technique across Pitch No.2 to allow trenchless and stringing out operations following requests made by Surrey County Council [REP1-023] and by Abbey Rangers FC [REP3-052].

The ExA notes previous responses from Interested Parties and APs in respect to their respective requested changes to the Application on the sites listed above. However, the ExA also notes that in all cases, the requested changes would require additional compulsory acquisition (CA) powers, whereby on parts of plots 228, 231, 990, 1001, 1786 and 1787, CA for new rights would replace land currently shown on the Land Plans [AS-042] to [AS-045] as TP. It is noted that none of the APs made written representations expressing consent for these additional powers sought.

The ExA has reviewed the request specifically against the provisions of the Infrastructure Planning (Compulsory Acquisition) Regulations 2010 (CA Regs). These regulations apply to "additional land" which is land proposed to be subject to CA which was not identified as such in the Book of Reference. A change from TP to CA involves the CA of additional land for the purpose of the CA Regs. Consequently, we have concluded that we are unable to determine whether such changes can be deemed to be material or non-material or whether they should be accepted at this time.

Additional information is required from the Applicant in order for the ExA to determine the outcome of the requested change. Specifically, the ExA requires evidence from the Applicant that all persons with an interest in the additional land, consent to its inclusion in the development consent order as land subject to CA. If this is not possible at the current time, the ExA requests the Applicant provide an indication of when this information will be submitted. The Applicant is also asked for its views as to whether the prescribed procedures in Regulations 5-19 of the CA Regs can be complied with within the Examination timetable should agreement not be forthcoming.

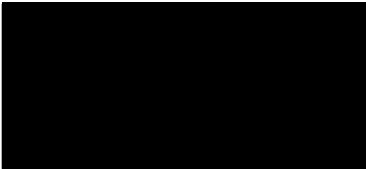
The ExA requests the additional information sought in respect to Request B, and the changed documents as a result of the acceptance of Request A including an updated Book of Reference, is submitted at D5, **Thursday 13 February 2020**.

Should you have any queries regarding the content of the letter, please contact the case team using the details at the top of this letter.

Yours faithfully

Richard Allen

Lead Member of the Examining Authority



LY

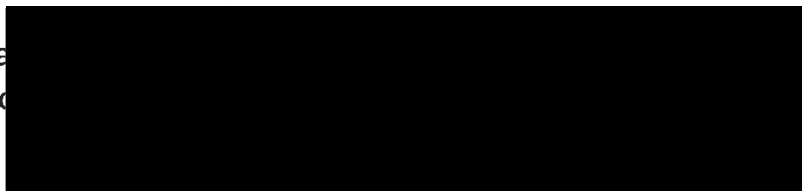
U.S.T (Grantor's Reference Number: WI810)

Dated [Redacted] 2019

Option Agreement

relating to

a proposed pipeline a
Southampton and



between

Mark Robert Dunford

(the Grantor)

and

Esso Petroleum Company, Limited

(the Company)

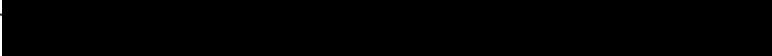


This agreement is dated





2019.

Parties

- (1) **Mark Robert Dunford** of  (Grantor).
- (2) **Esso Petroleum Company, Limited** incorporated and registered in England and Wales with company number 26538 whose registered office is at Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX (**Company**).

Background

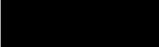
- (A) The Company will apply for a DCO for its proposed pipeline from its existing facilities at Southampton to its West London terminal which will pass through the Grantor's Property.
- (B) The Grantor owns the Grantor's Property and has agreed to grant the Company an option to require the Grantor to grant:
 - (i) one Deed of Grant in accordance with the terms of this agreement for the part of the Grantor's Property known as land at  Southampton; and
 - (ii) one Deed of Grant in accordance with the terms of this agreement for the part of the Grantor's Property known as land at  Southampton.

Agreed terms

1 Interpretation

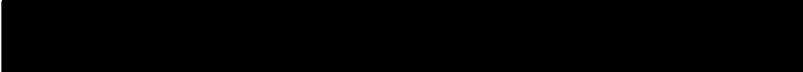
The following definitions and rules of interpretation apply in this agreement.

1.1 Particulars:

Easement Payment :  exclusive of VAT) being the total consideration for both Deeds of Grant.

Grantor's Contact Details :  marked for the attention of: Mark Robert Dunford.

Grantor's Conveyancer : Warner & Richardson LLP, 29 Jewry Street, Winchester, SO23 8RR or other such conveyancer as may be notified from time to time in writing to the Company.

Grantor's Property : 
Southampton shown more particularly delineated in red on the plans attached to this agreement and being part of the land registered at HM Land Registry under the Grantor's Titles.

Grantor's Title : title absolute under title numbers [REDACTED]

Incentive Date : 1 November 2019 (£12,272.00)

Incentive Payment [REDACTED] exclusive of VAT) being the payment for entering into this agreement on or before the relevant Incentive Date (but not both).

Occupier : NONE

1.2 Definitions:

Application: an application for the DCO including the application with reference EN070005.

Completion Date: the date specified by the Company in the Option Notice which shall be no less than 20 Working Days and no more than 6 months after the date of service of the Option Notice.

Completion Payment: the balance of the Easement Payment not yet paid to the Grantor which shall be paid at the completion of the Deed of Grant.

Construction Access Payment: 60% of the Easement Payment which is payable following the service of the Construction Notice.

Construction Compound: the area shown shaded pink on the plan, if any (or such other area as may be agreed by the parties), to be used as a temporary secure compound during the construction of the Pipeline and including:

- (a) office, welfare and security facilities,
- (b) parking area for staff,
- (c) power supplies and temporary lighting,
- (d) pipe equipment and fittings storage,
- (e) plant storage,
- (f) fabrication area,
- (g) plant wheel wash area,
- (h) waste processing and management areas, and
- (i) fencing and gating (to an approximate height of 2.4 metres).

Construction Notice: written notice by the Company to the Grantor that the Company will take entry and temporary possession of part of the Grantor's Property for the construction of the Pipeline which notice shall contain:

- (a) A date from which the Company intends to take entry which shall be no less than 14 days after the date of the notice, and
- (b) A plan showing the Temporary Construction Area.

Deed of Covenant: a deed of covenant by a proposed assignee of one party to this agreement given to the other containing covenants in the same terms as the obligations of the relevant party in this agreement with such minor modifications as the other party may agree.

Deed of Grant: the form of deed of grant for an easement attached to this agreement with such reasonable amendments that may be required as a result of any necessary requirements of or conditions in the DCO, as granted.

Determining Authority: the Planning Inspectorate.

DCO: a development consent order for the development of the Pipeline.

Disposal: a disposition of the whole or any part or parts of the Grantor's Property (other than a charge to a firm regulated by the Prudential Regulation Authority as a bank or building society).

Easement Plan: the plan that will be attached to the Deed of Grant showing:

- (if the Pipeline has been laid) the route of the actual Pipeline or
- (if the Pipeline is yet to be laid) the Limits of Deviation and

in both cases (if the Grantor's Property is unregistered) the extent of the Grantor's Property.

Easement Strip: the Easement Strip (as defined in the Deed of Grant) being the area 6.3m wide centred on the as-built Pipeline.

Option: the option granted by the Grantor to the Company by this agreement to require the grant of the Deed of Grant over the Grantor's Property.

Option Notice: written notice exercising the Option in accordance with the terms of this agreement which shall contain the Easement Plan, the Completion Date and the Deed of Grant to be entered into.

Option Period: the period of five (5) years plus twenty-two (22) Working Days from the date of this agreement.

Option Payment: 10% of the Easement Payment payable on the date of this agreement.

Option Plan: the plan attached to this agreement identifying the Grantor's Property and the Limits of Deviation.

Limits of Deviation: the area of land owned by the Grantor shown edged ~~(colour)~~ ^{blue} on the Option Plan within which the Pipeline will be located. VWV
LW

Pipeline: the proposed new pipeline serving the Company's facility in Fawley, Southampton running from Fawley to the Company's site in Alton and on to the Company's terminal in West London to be authorised by the DCO.

Rights: the rights to be granted by the Deed of Grant.

Survey Payment Schedule: the Company's schedule of payments for access for surveys, measurements, inspection etc a copy of which is attached.

Temporary Construction Area: the area to be occupied temporarily by the Company for the construction of the Pipeline which shall be:

- (a) a 30m corridor within the Grantor's Property encompassing at least in part the route of the Pipeline within the Limits of Deviation; and
- (b) subject to payment by the Company at the rate of fifty pence per square metre per annum (£0.50/sqm) for any area beyond the 30m corridor referred to above that is not part of any Construction Compound, a corridor up to 55m in width within the Grantor's Property encompassing at least in part the route of the Pipeline within the Limits of Deviation near road, river, rail and other areas of challenging construction and any other areas of the Grantor's Property as reasonably required by the Company with the Grantor's approval (not to be unreasonably withheld).
- (c) subject to payment by the Company at the rate of one pound fifty pence per square metre per annum (£1.50/sqm) for so much of the area as is actually used by the Company, any Construction Compound.

VAT: value added tax chargeable in the UK.

Working Day: any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory Bank Holiday.

- 1.3 Clause and Schedule headings will not affect the interpretation of this agreement.
- 1.4 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this agreement.
- 1.5 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision will include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.8 A reference to **writing** or **written** excludes fax and email except a request sent by email pursuant to Clause 4.3.
- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.10 Any reference to the **Grantor** includes its successors in title. Any reference to the **Company** includes its successors in title pursuant to Clause 10.4.

2 Option

- 2.1 On the date of this agreement the Company will pay the Option Payment to the Grantor.
- 2.2 If this agreement has been dated on or before the Incentive Date, the Incentive Payment will also be paid on exchange to the Grantor and to the Occupier (if any), split as to 25% to the Grantor and 75% to the Occupier.

- 2.3 The Grantor grants the Company the Option during the Option Period to take the Deed of Grant for the Pipeline (to be laid within the Limits of Deviation) over the Grantor's Property, in consideration of the Easement Payment.
- 2.4 If the Grantor's Property is charged during the Option Period, the Grantor will immediately upon request supply written evidence to the Company that the chargee has consented to the grant of the Option and that, in exercising any power of sale or disposal under the charge, such transaction will be subject to the Option.
- 2.5 If the Grantor's Property is let or occupied by another under licence, the Grantor will immediately upon request supply written evidence to the Company that the lessee or occupier has consented to the grant of the Option by the Grantor and the other relevant terms of this Agreement and will:
- 2.5.1 allow the Company to exercise its rights under this agreement particularly in the licence given under clauses 4.5 and 6, and
- 2.5.2 (if reasonably required) enter into the Deed of Grant.
- 2.6 The Grantor consents to the entry of an agreed notice against the Grantor's title to the Grantor's Property at HM Land Registry in order to protect this agreement.

3 Development Consent Order

- 3.1 If requested by the Company, the Grantor will give all reasonable assistance to the Company in trying to obtain the DCO satisfactory in all respects to the Company and the Company will pay the Grantor's reasonable costs in providing such assistance.

4 Grantor's undertakings

- 4.1 The Grantor undertakes that during the Option Period it will not object to the Determining Authority against:
- 4.1.1 any Application submitted by the Company; or
- 4.1.2 an application by the Company for judicial review
- on matters relating to the Grantor's Property, including any matters covered by this agreement and the terms of the proposed Deed of Grant, the rights in the DCO affecting the Grantor's Property, and the working methods and the route of the proposed Pipeline insofar as it passes through the Grantor's Property.
- 4.2 The Grantor undertakes that during the Option Period it will not:
- 4.2.1 submit any planning application in respect of the Grantor's Property that may affect the Rights, without the Company's consent (such consent not to be unreasonably withheld); or
- 4.2.2 grant any charge, easement, right, licence, tenancy or other encumbrance affecting the Grantor's Property, without both:
- (a) in respect of those things which may affect the Rights, having obtained the Company's consent (such consent not to be unreasonably withheld); and

- (b) having informed the other parties to the proposed arrangement, of the rights that the Company has or will have under this agreement and the interest that the Company shall acquire under the Deed of Grant.

4.3 The provisions of clause 4.2.2 shall neither require Esso's consent nor prevent the Grantor from entering the Grantor's Property or any part or parts of it into any *bona fide* agri-environment scheme, subsidy payment scheme, woodland grant scheme, capital grant scheme, or any similar replacement schemes, administered by an arms-length authority, whether resulting from Common Agricultural Policy, domestic legislation or otherwise where such scheme does not:

4.3.1 amount to the grant of a legal interest in the Grantor's Property or

4.3.2 give any other party the right to restrain the Company from carrying works to construct the Pipeline, or

4.3.3 prevent the Grantor from entering into the Deed of Grant.

4.4 For the purpose of clause 4.2.2, the Grantor shall request the Company's consent by writing to the Company's agent at the following address:

Esso Petroleum Company, Limited
c/o Fisher German LLP
The Estate Office
Norman Court
Ashby de la Zouch
LE65 2UZ

or by email to the Company's agent at:

slpproject@fishergerman.co.uk.

4.5 In respect of licences and tenancies of less than seven years in duration, the Company shall be deemed to have given consent under clause 4.2.2(a) if it has not responded to the Grantor within fourteen days following deemed receipt of the Grantor's notice given in accordance with clause 4.4; provided that the Grantor has also complied with clause 4.2.2(b).

4.6 The Grantor grants a licence for the Company and its agents and contractors to enter the Grantor's Property at all reasonable times during the Option Period, after giving reasonable notice to the Grantor, to carry out soil, water and environmental tests, inspections and surveys. The Company will do as little damage as practicable and will make good any damage caused to the Grantor's Property as soon as reasonably practicable and make the relevant payment in accordance with the Survey Payment Schedule and the Company shall:

4.6.1 comply with the terms of the Deed of Grant (even if it has not been completed), including to make good or pay reasonable compensation for any damage caused to the Grantor's Property as soon as reasonably practicable and to indemnify the Grantor as set out in the Deed of Grant; and

4.6.2 obtain any necessary consents before carrying out any such tests, inspections and surveys.

4.7 The Grantor will supply the Company with a copy of any notice, correspondence or other written material and details of any event or other information, relating to the Grantor's

Property which may be relevant to the Company's Application within ten Working Days of it coming to the notice of the Grantor.

5 Title deduction

- 5.1 The Grantor's Title to the Grantor's Property has been deduced to the Company before the date of this agreement.
- 5.2 If there is a lease of the Grantor's Property affected by the proposed Deed of Grant and that tenancy agreement does not reserve sufficient rights to the Grantor to enable it to validly grant the Deed of Grant, then the Grantor covenants to obtain the tenant's consent to the grant of the Deed of Grant.
- 5.3 The Company is deemed to have full knowledge of the Grantor's title to the Grantor's Property and is not entitled to raise any objection, enquiry, requisition or claim in relation to it other than as set out in this agreement.

6 Construction Entry

- 6.1 Subject to Clause 6.2, the Grantor grants a licence for the Company and its agents and contractors to enter the Grantor's Property at all reasonable times during the Option Period after service of the Construction Notice on the Grantor for the Company to prepare for and commence construction of the Pipeline and the Company shall:
- 6.1.1 comply with the terms of the Deed of Grant (even if it has not been completed) and with the parties agreeing that for the purposes of this Clause 6.1.1 only such entry will be treated as the Company exercising Rights but not the right to use the Pipeline (as such term is defined in the Deed of Grant), including to make good or pay reasonable compensation for any damage caused to the Grantor's Property as soon as reasonably practicable and to indemnify the Grantor as set out in the Deed of Grant, and
- 6.1.2 obtain any necessary consents before carrying out any works.
- 6.2 Prior to access being taken under this clause the Company will:
- 6.2.1 pay the Construction Access Payment, and
- 6.2.2 serve a valid Option Notice on the Grantor.

7 Completion

- 7.1 The Company may exercise the Option at any time during the Option Period by serving an Option Notice on the Grantor. If the Option is exercised, the Grantor will grant the Deed to the Company in consideration for the Easement Payment.
- 7.2 The Grantor will grant the easement in the Deed of Grant with ~~full~~^{WV UP} title guarantee.
- 7.3 Completion of the Deed of Grant will take place on the Completion Date.
- 7.4 On completion, the Company will pay the Completion Payment to the Grantor.
- 7.5 By exercising the Option, the Company acknowledges that the Grantor has given the Company, and others authorised by the Company, permission and the opportunity to inspect, survey and carry out investigations as to the condition of the Grantor's Property and

that the Company has formed its own view about the condition and suitability of the Grantor's Property for the Company's purposes.

8 Termination

8.1 If by the end of the Option Period either:

8.1.1 the Company has not served an Option Notice, or

8.1.2 before actual completion of the Deed of Grant, the Company has served a written notice on the Grantor stating that the Company will no longer proceed with the construction of the Pipeline in the Grantor's Property

then following the end of the Option Period or, if earlier, receipt of the notice referred to in Clause 8.1.2, this agreement shall terminate without prejudice to remedies for any pre-existing breaches, claims, rights or liabilities and clause 8.2.

8.2 In the event the agreement terminates in accordance with clause 8.1 and notwithstanding termination:

8.2.1 the Company shall to the extent that the Company has carried out any works under this agreement, reinstate the Grantor's Property, to the Grantor's reasonable satisfaction, as soon as reasonably practicable and comply with Clauses 4.5 and 6.1.1;

8.2.2 the Company shall comply with clause 10.3;

8.2.3 if the Company has laid any part of the Pipeline in the Grantor's Property and the Grantor and the Company in accordance with clause 8.2.1 agree that reinstatement shall not include removal of the Pipeline, then the Company shall:

(a) so far as is practicable keep the Pipeline in proper repair and condition and upon abandonment of the Pipeline or any part thereof shall (at the Company's election) remove or render it harmless in compliance with the Pipelines Safety Regulations 1996 and shall give the Grantor written notice to that effect; and

(b) pay the balance of the Easement Payment not yet paid to the Grantor within 28 days of termination of this agreement; and

8.2.4 the Grantor shall retain any Option Payment, Incentive Payment, Survey Payment Schedule Payment, Construction Access Payment, Easement Payment or any other sum paid by the Company to the Grantor pursuant to this agreement.

9 Further Payments

9.1 The Company will pay in addition to the Easement Payment:

9.1.1 all reasonable professional charges (plus any irrecoverable VAT incurred thereon) reasonably and properly incurred by the Grantor in taking advice in respect of this agreement on or before the date of this agreement;

9.1.2 all reasonable professional charges (plus irrecoverable VAT incurred thereon) reasonably and properly incurred by the Grantor in the preparation and completion of the Deed; and

- 9.1.3 the reasonably incurred costs of obtaining the consent of any chargee, tenant, lessee or Occupier or Deed of Covenant in accordance with clauses 10.1 and 10.4.

10 Disposals and restriction

- 10.1 The Grantor covenants with the Company not to make any Disposal at any time during the Option Period without first procuring that the person to whom the Disposal is being made has executed a Deed of Covenant at the Company's cost.

- 10.2 The Grantor consents to the entry of the following restriction against the title to the Grantor's Property at HM Land Registry and will provide the Company with all necessary assistance and/or documentation to permit entry of the restriction (in format of standard restriction Form L):

"No disposition of the part of the registered estate shown edged red on the plan in an Option Agreement dated [REDACTED] 2019 made between (1) Mark Robert Dunford and (2) Esso Petroleum Company Limited ("the Option Agreement"), by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 10.1 of the Option Agreement have been complied with, or that they do not apply to the disposition."

- 10.3 The Company shall at its own cost remove the notice and restriction entered against the title to the Grantor's Property pursuant to clauses 2.6 and 10.2 as soon as reasonably practicably after the earlier of (a) completion of the Deed of Grant and (b) the end or termination of the Option Period pursuant to Clause 8.1.

- 10.4 The benefit of this agreement may only be assigned by the Company to a successor in title to the Company's Property (as defined in the Deed of Grant) who also takes an assignment of the benefit of the DCO and the assignee will:

10.4.1 Maintain public liability insurance for no less than £20million in accordance with clause 3.8 of the Deed of Grant, and

10.4.2 provide the Grantor with an executed Deed of Covenant at the Company's cost.

11 VAT

- 11.1 The Company shall pay VAT in respect of all taxable supplies made to it in connection with this agreement if the Grantor provides the Company with a valid VAT invoice addressed to the Company.

12 Entire agreement

- 12.1 This agreement and the documents annexed to it constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to their subject matter.

13 Notices

- 13.1 In this clause any reference to a notice includes the Option Notice.

- 13.2 Any notice given under this agreement must be in writing and signed by or on behalf of the party giving it.

- 13.3 Any notice or any document to be given or delivered under this agreement must be:
- 13.3.1 delivered by hand; or
 - 13.3.2 sent by pre-paid first class post or other next Working Day delivery service.
- 13.4 Any notice or document to be given or delivered under this agreement may be sent to the relevant party as follows:
- 13.4.1 to the Grantor at the Grantor's Contact Details; and
 - 13.4.2 to the Company marked for the attention of David Bird at Veale Wasbrough Vizards LLP, Narrow Quay House, Narrow Quay, Bristol BS1 4QA or DX: 7831 Bristol;
- or as otherwise specified by the relevant party by notice in writing to the other party.
- 13.5 Any notice or document given or delivered in accordance with clause 13.2, clause 13.3 and clause 13.4 will be deemed to have been received:
- 13.5.1 if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address, provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day; or
 - 13.5.2 if sent by pre-paid first class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting.
- 13.6 A notice given or document delivered under this agreement will not be validly given or delivered if sent by email unless sent pursuant to Clause 4.3.
- 13.7 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14 Third party rights

- 14.1 A person who is not a party to this agreement will not have any rights under the Contracts (Rights) of Third Parties Act 1999 to enforce any term of this agreement.

15 Governing law

- 15.1 Each party irrevocably agrees that this Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

16 Non-merger

- 16.1 On completion of the Deed of Easement this agreement shall not merge with the Deed of Easement but shall continue in full force and effect to the extent that anything remains to be performed or observed under it.

This agreement has been entered into on the date stated at the beginning of it.

Signed by **Mark
Robert Dunford**

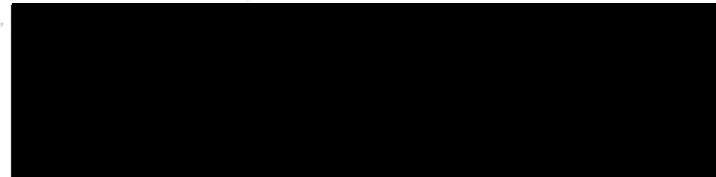
Signed for and on
behalf of **Esso
Petroleum Company,
Limited**



Authorised Signatory



Name of Signatory



Appendix 1 Deed of Grant

Dated 201[...]

Deed of Easement for Pipeline

relating to

a pipeline situated at [.....]
(Southampton to London)

between

Mark Robert Dunford

and

Esso Petroleum Company, Limited

and

Lloyds Bank Plc

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HM LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 2002

PARTICULARS	
Date of this Deed	
Parties	
The Grantor	Mark Robert Dunford of [REDACTED] [REDACTED]
The Company	Esso Petroleum Company, Limited incorporated and registered in England and Wales with company number 26538 whose registered office is at Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX
[The Chargee]	[.....] incorporated and registered in England and Wales with company number [.....] whose registered office is at [.....]
[The Lessee]	[.....] incorporated and registered in England and Wales with company number [.....] whose registered office is at [.....]
Basic Details	
Grantor's Title Number	
Administrative Area	
Company's Title Numbers	Alton Pumping Station: SH30798 West London Terminal: SY346160, MX442259, MX440505, MX232530, MX219704, SY377947
Administrative Area	Hounslow
[The Lease]	A lease of land at ... and made between ... (1) and ... (2) and dated ...
[The Charge]	A legal charge of the Grantor's Property at ... and made between ... (1) and ... (2) and dated ...
Freeholder's Price	... Pounds (£) (exclusive of VAT, if any)
[Leaseholder's Price]	... Pounds (£) (exclusive of VAT, if any)
[Environmental Works]	[refer to works as marked on the Plan]

Background

- (A) The Company proposes to construct a pipeline (whose indicative location is shown with a [.....] dotted line on the Plan) which runs between Southampton and London under the Development Consent Order.
- (B) The Grantor owns the freehold interest in the Grantor's Property and the Company owns the freehold interest in the Company's Property and will own the Pipeline.
- (C) The Grantor has agreed to grant the Rights to the Company for the benefit of the Pipeline and the Company's Property on the terms contained in this Deed.
- (D) [The Chargee consents to the grant of the Rights by the Grantor.]
- (E) [The Lessee consents to the grant of the Rights by the Grantor.]

Agreed Terms

1 Definitions and Interpretation

In this Deed unless the context otherwise requires:

- 1.1 The terms in the Particulars have the meanings specified.
- 1.2 Definitions:

Basic Payment Scheme: the basic payment scheme established by Regulation (EU) No 1307/2013 and any similar replacement scheme and any similar additional scheme, whether resulting from CAP Reform or otherwise.

CAP Reform: the implementation of the agreement on the reform of the Common Agricultural Policy under Regulations (EU) 1305/2013, 1306/2013, 1307/2013 and 1308/2013 of the European Parliament and of the Council and any similar replacement or additional legislative instruments and all associated delegated and implementing acts, and all legislation, guidance and codes of practice made from time to time under them by the UK government or any devolved authority applicable to the Grantor's Property, in each case as amended, extended or re-enacted from time to time.

Company's Property: the cross-country oil pipeline network owned and operated by the Company and including the section of pipeline running between the freehold property known as Fawley Refinery, Alton pumping station and the West London Terminal which are registered with the Company's Title Numbers.

Construction Works: means the construction work for the initial construction and emplacement of the Pipeline or any replacement or diversion.

Company's Title Numbers: SH30798, SY346160, MX442259, MX440505, MX232530, MX219704, SY377947

Development Consent Order (DCO): The Southampton to London Pipeline Development Consent Order 202[...], SI No. [...].

Easement Strip: the 6.3 metre wide strip of land, centred on the Pipeline, that forms part of the Grantor's Property.

Environment: the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or

man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.

Environmental Law: all applicable laws, statutes, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgements and decisions of any court or tribunal, and legally binding codes of practice and guidance notes (as amended from time to time in so far as they relate to the protection of the Environment).

Existing Pipeline Covenant: means, where applicable, the covenants binding on the Grantor under any existing agreements or deeds for the protection of underground pipelines in the Grantor's Property.

Grantor's Property: the property known as [.....] and registered with the Grantor's Title Number as shown on the Plan edged red.

Limits of Deviation: the area between the two [green] lines on the Plan being the area in which the Company is authorised by the DCO to lay the Pipeline.

Maintenance Works: means such of the Rights which are activities comprising intrusive works necessary for the maintenance and inspection of the Pipeline (which does not include minor works like marker post replacement).

Occupiers: means any of the Grantor's or the Lessee's tenants and other lawful occupiers.

the Pipeline: means the pipeline laid or to be laid within the Limits of Deviation, and any replacement or diversion of such pipeline together with such apparatus and works as are specified in section 65(2) of the Pipe-lines Act 1962 and all associated protective wrappings, sleeves, slabs, services, utilities, ancillary cables and markers.

Plan: the plan(s) annexed to this Deed.

Rights: all of the following:

- (a) the right, for the Company and those authorised by it, at all times:
 - (i) to enter the Grantor's Property with or without vehicles, plant and equipment (at the Company's expense) to:
 - (A) install the Pipeline within the Limits of Deviation set out in the DCO, below the present surface of the Grantor's Property and afterwards to retain, inspect, maintain, repair, alter, renew, divert, replace and remove or render unusable the Pipeline or any part thereof in on or under the Grantor's Property or any neighbouring or adjoining land;
 - (B) survey, inspect and investigate ground conditions through the use of excavations, trenches and trial pits in advance of pipeline installation;
 - (C) inspect, survey and subsequently assess the surface of the Easement Strip and the Pipeline from the surface or from the air;
 - (D) fell, trim or lop any trees, bushes and other vegetation on the Grantor's Property which obstruct or interfere with the exercise of the Rights;

- (E) remove any structures, items or hazards that have been placed within the Easement Strip in contravention of the terms of this Deed; and
 - (F) restore the land if the Pipeline or any part of it has been removed or abandoned;
- (ii) to enter the Grantor's Property with or without vehicles, plant and equipment to obtain access to any adjoining land over which the Company has rights similar to the Rights;
 - (iii) to do the following, on the Grantor's Property:
 - (A) place or renew markers for indicating the position of the Pipeline or any part of it;
 - (B) erect and maintain stiles, gates, bridges or culverts for the facilitation of access to the Pipeline or any part of it;
 - (C) construct works for the facilitation of maintenance or inspection, or protection from damage and deterioration, of the Pipeline or any part of it;
 - (D) [conduct and install Environmental Works as detailed in the Particulars (if any) and thereafter to inspect and maintain as necessary;]
 - (E) install boreholes and such other monitoring equipment as may be necessary to ensure the safe operation of the Pipeline and to assess the state and condition of the land in the vicinity of the Pipeline; and
 - (F) temporarily to place on land on or under which the Pipeline or any part of it is situated materials, plant or apparatus required in connection with the Pipeline or any part of it;

PROVIDED THAT this shall not permit installation of permanent above-ground infrastructure compounds such as valves, inspection chambers and pig-traps on the Grantor's Property;

- (iv) to use the Pipeline (during normal operation) for the conveyance of liquid fuel; and

(b) The right of support to the Pipeline.

VAT: value added tax charged under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.3 The singular includes the plural and the masculine includes the feminine and the neuter and vice versa.
- 1.4 The expressions "**Grantor**", "**Company**", "**Chargee**" and "**Lessee**" include the persons or corporations deriving title through or under them respectively.
- 1.5 Where there are two or more persons included in these expressions, covenants expressed to be made by them are deemed to be made by such persons jointly and severally.
- 1.6 Any covenant by the Grantor or Company not to do any act or thing includes a covenant not to suffer or permit such act or thing to be done.

- 1.7 Any reference to any statute or any section of any statute includes any statutory extension amendment modification consolidation or re-enactment thereof and any statutory instrument order or regulation made thereunder for the time being in force.
- 1.8 The paragraph headings and index do not form part of this Deed and shall not be taken into account in its construction or interpretation.
- 1.9 A reference to **writing** or **written** does not include fax but, unless stated otherwise, does include e-mail but only where an e-mail address has been notified to the other party for the purposes of this Deed.
- 1.10 Any phrase introduced by the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.11 Any reference to servants, agents and/or workmen includes contractors and sub-contractors.

2 Grant

- 2.1 In consideration of the Freeholder's Price paid by the Company, the receipt of which the Grantor acknowledges, and the covenant given by the Company in clause 3, the Grantor with full title guarantee grants to the Company the Rights in fee simple for the benefit of the Company's Property.

3 Company's covenants

The Company, on behalf of it and its successors in title to the Company's Property, covenants with the Grantor for the benefit of the Grantor's Property as follows:

3.1 To mitigate damage

In exercising the Rights the Company will use its reasonable endeavours to do as little damage as practicable to the Grantor's Property.

3.2 To reinstate or compensate

3.2.1 The Company will make good or pay reasonable compensation including, but not limited to, loss of crops, subsequent loss of production of crops, and business interruption to the Grantor and/or the Lessee and/or their Occupiers for:

- (a) (subject to clause 3.2.2) all damage done in exercising the Rights, and
- (b) for all costs or losses incurred as a direct result of the temporary displacement of the Grantor and/or the Lessee and/or their Occupiers from the Grantor's Property and/or any land of the Grantor in the vicinity through the Company exercising or intending to exercise the Rights

provided that the combined liability of the Company to the Grantor and/or the Lessee and/or their Occupiers shall be no greater than if the property was owned and occupied by the same party.

3.2.2 The Company will pay reasonable compensation under clause 3.2.1 for the loss suffered or repayment made of any grants, subsidies or area payments or payments under the Basic Payment Scheme (or any similar or analogous scheme established under domestic legislation) provided that the Grantor has taken all reasonable

endeavours to maintain or retain (as appropriate) such grants, subsidies or payments.

- 3.2.3 The amount of such compensation shall be determined in default of agreement by an expert to be agreed between the parties or failing agreement, to be appointed (together with the scope and terms of reference) by the President for the time being of the Royal Institution of Chartered Surveyors on the application of either party.

Where it is not reasonably possible finally to determine the precise amount payable for any item of compensation within three months of the making of the claim, the Company will without prejudice to the final settlement of the matter make such payment on account as will represent the amount of compensation which the Company considers to be the proper amount attributable to that item or as may be otherwise agreed between the parties.

3.3 To indemnify Grantor

- 3.3.1 The Company shall keep the Grantor indemnified against all costs, expenses, claims, liabilities and reasonable incurred direct losses and damages for:

- (a) personal injury or death; or
- (b) loss of or damage to property; or
- (c) breach of an Existing Pipeline Covenant,

arising by reason of the exercise of the Rights by the Company its servants or agents except any costs, expenses, claims, liabilities and reasonable incurred direct losses and damages occasioned by the negligence or wrongful act or default of the Grantor and/or the Lessee and/or their Occupiers for the time being of the Grantor's Property or their respective servants or workmen or others authorised by them and subject to the Grantor not settling or compromising any action claim or demand without the Company's prior written consent.

- 3.3.2 The Company agrees that its liability under the provisions of clause 3.3.1 of this Deed shall extend to and include respectively costs claims, expenses, liabilities and reasonable direct incurred losses and damages for personal injury, death or loss of or damage to property or breach of an Existing Pipeline Covenant caused by reason of:-

- (a) the negligence trespass or wilful act or default of the Company its servants or agents in connection with the exercise of the Rights; and
- (b) any damage or destruction of the Pipeline or any escape of any material therefrom except where such damage destruction or escape is caused by any breach of the Grantor's covenants or obligations contained in this Deed or the negligence or wrongful act or default of the Grantor and/or the Lessee and/or their Occupiers for the time being of the Grantor's Property or their respective servants or workmen or others authorised by them.

- 3.3.3 The Company shall keep the Grantor indemnified and be responsible for the conduct, cost and expenses of any remediation that is obligated under Environmental Law and of any remediation which the Company reasonably considers is necessary (in each case having regard to the current use of the affected land) in each case as a result of any escape of material from the Pipeline in the circumstances set out in clause 3.3.2(b) and for the avoidance of doubt excluding

any escape of material caused by caused by the Grantor and/or the Lessee and/or their Occupiers for the time being of the Grantor's Property or their respective servants or workmen or others authorised by them.

3.3.4 The Grantor shall use its reasonable endeavours to give notice to the Company as soon as reasonably practicable of any potential claim under this clause 3.3, specifying the nature of the claim in reasonable detail. Subject to the Company providing security to the Grantor's reasonable satisfaction, the Grantor will take such action as the Company may reasonably request to avoid, dispute, compromise or defend the claim.

3.3.5 Nothing in this clause shall restrict or limit the Grantor's general obligation at law to mitigate any loss it may suffer or incur as a result of an event that may give rise to a claim under this indemnity.

3.4 To pay Grantor's Costs

The Company shall bear the reasonable professional charges reasonably incurred by the Grantor in the preparation of this Deed and in connection with clauses 3.2 and 3.3.

3.5 To comply with working methods

The Company shall comply with the requirements of the DCO, the terms and conditions set out in Schedule 1 and (where applicable) the Environmental Protection Act 1990, the Pipelines Act 1962 and the Pipelines Safety Regulations 1996 in the exercise of the Rights.

3.6 To pay rates

The Company shall pay all rates, taxes and outgoings that may be imposed in respect of the Pipeline.

3.7 To maintain Pipeline

The Company shall so far as is practicable keep the Pipeline in proper repair and condition and upon abandonment of the Pipeline or any part thereof shall (at the Company's election) remove or render it harmless in compliance with the Pipelines Safety Regulations 1996 and shall give the Grantor written notice to that effect.

3.8 Assignment and Insurance

3.8.1 The benefit of this Deed may only be assigned by the Company to a successor in title to the relevant parts of the Company's Property that are accommodated by the Rights and the assignee shall:

- (a) maintain public liability insurance for a minimum sum of £20million for any one occurrence or series of occurrences arising out of one event; and
- (b) provide the Grantor with an executed deed of covenant with the assignee giving covenants in the same terms as the Company's obligations in this Deed with such minor modifications as the Grantor may agree.

3.8.2 The minimum level of cover specified in clause 3.8.1(a) shall be reviewed periodically (not more than once every five (5) years) to maintain an adequate insurance provision in line with industry standards, with such revised level of cover to be agreed between the Grantor and the Company.

4 Diversion

4.1 Subject to clauses 4.2 to 4.7 inclusive, if at any time after two (2) years from the date of this Deed, the Grantor wishes to carry out development (including all mining operations and the extraction of sand and gravel) on the Grantor's Property and having firstly (i) consulted the Company and (ii) used all reasonable endeavours (in consultation with the Company) to arrange their development so as to suit the position of the Pipeline so that no relocation of the Pipeline is required and secondly either:

4.1.1 the Grantor obtains planning permission so as to develop that land (otherwise than by a development order or order made under any statute not being the General Development Order for the time being in effect under the Town and Country Planning Acts) but the actual development thereof is restricted or prevented, by reason solely of:

- (a) the existence of the Pipeline or the terms of this Deed, or
- (b) the existence of conditions within the planning permission relating to the Pipeline that materially adversely affect the viability of the proposed development save where such conditions had been agreed between the parties as suitable for continued existence of the Pipeline *in situ*; or

4.1.2 planning permission for such development is refused by reason solely of the existence of the Pipeline

then the Company will, upon the written request (but not by e-mail) of the Grantor, at the Company's option either:-

4.1.3 subject to clause 4.4 and within a reasonable time (where it shall be reasonable to schedule pipeline engineering activity to avoid predominantly wet ground conditions), relocate the Pipeline in a suitable alternative position within the proposed development so as not to prejudice future development of the Grantor's adjoining land deviating as little from the original position as is consistent with the proposed development and make safe the redundant pipeline in accordance with standard industry practice; or

4.1.4 pay to the Grantor compensation for the loss in value by reason of the restriction or prevention of development due to the existence of the Pipeline which the land would otherwise have had the amount of such compensation to be determined in default of agreement by an expert as provided in clause 3.2.3.

4.2 The right given to the Grantor by clause 4.1 is only exercisable once in respect of any one part of the Grantor's Property.

4.3 If the Company intends to relocate the Pipeline under clause 4.1.3 it shall notify the Grantor of its intention to do so within three months after the receipt of the Grantor's written request under clause 4.1 failing which the Company shall be deemed to have opted to pay the compensation referred to in clause 4.1.4.

4.4 Any relocation of the Pipeline in a suitable alternative position pursuant to clause 4.1.3 shall be made within the limits of the Grantor's Property and, as a pre-condition to the exercise of this clause 4 the Grantor shall provide all necessary access and co-operation so as to permit the Company to undertake the relocation.

4.5 Prior to any relocation of the Pipeline pursuant to clause 4.1.3, the parties shall enter into a further deed as respects the relocated Pipeline similar in terms to this Deed except that

there shall be no monetary consideration and this clause shall be excluded and the further deed shall release, over the proposed development land, such of the Rights or covenants in this Deed as are no longer reasonably required for the safe and efficient operation of the Pipeline.

- 4.6 Upon payment of any compensation pursuant to clause 4.1.4, the Grantor shall enter into a deed of variation to delete this clause 4 from this Deed in respect of that part of the Grantor's Property in respect of which it is exercised.
- 4.7 The benefit of the covenant by the Company under this clause 4 shall not extend to a successor in title of the Grantor who acquires their interest in the land for a purpose to which its special suitability or adaptability could be applied only in pursuance of statutory powers or for which there is no market apart from the requirements of any authority or undertaker possessing compulsory purchase powers.
- 4.8 The requirement in clause 4.1 to arrange the scheme so as to suit the position of the Pipeline so that no relocation of the Pipeline is required shall not require the Grantor to arrange the development so as to suit the position of the Pipeline if the effect of such an arrangement would be to result in a development with a materially lower value than a development where the design takes into account a relocation of the Pipeline in a suitable alternative position.

5 Grantor's covenants

The Grantor covenants with the Company so as to bind the Grantor's Property into whoever's hands it may come, for the benefit of the Company's Property, and on behalf of its successors in title, as follows:

5.1 Peaceful Enjoyment

- 5.2 The Company shall peaceably enjoy the Rights granted to the Company without any interruption from the Grantor or any person lawfully claiming through under or in trust for them.

5.3 No excavations or deposits over the Pipeline

5.3.1 The Grantor shall not without the prior written consent of the Company:

- (a) raise materially the level of the surface within the Easement Strip; or
- (b) excavate or remove the soil within the Easement Strip so as to reduce materially the depth of soil within the Easement Strip; or
- (c) change the ground cover or composition of the Easement Strip; or
- (d) drill, dig or break up the land within the Easement Strip.

5.3.2 Provided that (i) there is no less than 1,200mm of cover over the Pipeline and (ii) the Rights are not interfered with, clause 5.3.1 shall not prohibit the carrying out of normal agricultural operations within 600 millimetres of the surface of the Easement Strip.

5.4 No works near Pipeline

5.4.1 The Grantor shall not, without the written consent of the Company:

- (a) undertake any construction work within the Easement Strip,

- (b) lay any services, conduits or utilities within the Easement Strip;
- (c) install, maintain or place any structures (including of a temporary nature) or buildings within the Easement Strip; or
- (d) store or keep items within the Easement Strip which prevents the inspection of the surface of the Easement Strip from the air;
- (e) undertake any works which would interfere with or restrict the Rights;
- (f) use explosives within 400 metres of the Pipeline; or
- (g) drive piles, undertake a 3D seismic survey or sink boreholes within 30 metres of the Pipeline.

5.4.2 The Company's consent under clause 5.4.1 shall not be unreasonably withheld where the Grantor wants to install any necessary service media provided that such media does not adversely affect the safe operation of the Pipeline or its cathodic protection and any works are only carried out under the supervision of the Company.

5.5 No trees or bushes near Pipeline

Save for hedges planted under paragraph 21 of Schedule 1, the Grantor shall not plant any trees or bushes within the Easement Strip without the written consent of the Company (such consent not to be unreasonably withheld) and subject to paragraph 14 of Schedule 1 shall permit the Company (if the Company considers it necessary) to remove any trees or bushes which may grow within the Easement Strip.

5.6 Interference with Pipeline and Easement Strip

The Grantor shall not do anything or allow anything to be done on the Grantor's Property that may interfere with or damage the Pipeline or interfere with, impede or obstruct the Company's access to or use of it.

6 Breach of covenants

6.1 Without prejudice to any other remedy, if the Company finds any breach of the Grantor's covenants in clause 5, the Company may serve on the Grantor a notice specifying the breach.

6.2 If the Grantor has not begun any works needed to remedy that breach within a reasonable time period following that notice (or if works are required as a matter of emergency, then immediately) or if the Grantor is not carrying out the works with all due speed, then in addition to the Rights, the Company may enter the Grantor's Property and carry out the works needed and recover the costs of doing so from the Grantor as a debt payable on demand. The Company's obligations to reinstate or compensate under clause 3.2 and to indemnify under clause 3.3 shall not apply to any works carried out by the Company pursuant to this clause 6.2.

7 HM Land Registry

7.1 The Grantor consents to notice of the Rights and of any restrictive covenants made in this Deed by the Grantor being noted against the Grantor's registered title to the Grantor's Property.

7.2 On completion of this Deed, the Company shall:

- 7.2.1 apply to HM Land Registry to note the Rights and any restrictive covenants against the Grantor's registered title.
 - 7.2.2 submit a copy of the Chargee's consent to HM Land Registry with the Company's application to register the Rights.
 - 7.2.3 apply to HM Land Registry to enter the Rights in the Property register of the Company's title as appurtenant rights.
- 7.3 As soon as possible after completion of this Deed, the Company shall give to the Grantor official copies of the registered titles to the Grantor's Property and the Company's Property, to show that the Rights and any restrictive covenants made by the Grantor have been properly and correctly entered against the respective titles.

8 Leases

This clause applies if "Lessee" is defined in the Parties above.

- 8.1 In consideration of the Leaseholder's Price paid by the Company to the Lessee (payment of which the Lessee acknowledges) the Lessee with full title guarantee with the consent of the Grantor grants to the Company the Rights so far as they relate to the land comprised in the Lease for all the residue of the term of years granted by the Lease.
- 8.2 The Company covenants with the Lessee that it will comply with its covenants with the Grantor set out in Clause 3 and in the terms set out in Clause 3 as though references to "the Grantor" were replaced by "the Lessee".
- 8.3 The Lessee covenants with the Company in the terms set out in Clause 5 as though references to "the Grantor" were replaced by "the Lessee".
- 8.4 Clauses 3.8, 4 and 6 shall apply as between the Company and the Lessee as though references to "the Grantor" were replaced by "the Lessee".
- 8.5 The Lessee acknowledges the right to the Company to production and delivery of copies of the Lease.
- 8.6 The Company shall bear all reasonable professional charges reasonably incurred by the Lessee in the preparation of this Deed.

9 Chargee's consent

This clause applies if "Chargee" is defined in the Parties above.

- 9.1 The Chargee consents to:
 - 9.1.1 the grant of the Rights on the terms contained in this Deed.
 - 9.1.2 notice of the Rights and any restrictive covenants made in this Deed by the Grantor being entered in the charges register of the title to the Grantor's Property.

10 VAT

- 10.1 The Company shall pay VAT in respect of all taxable supplies made to it in connection with this Deed if the Grantor provides the Company with a valid VAT invoice addressed to the Company.
- 10.2 Every obligation on the Company, under or in connection with this Deed, to pay the Grantor any sum by way of a contribution, refund or indemnity, shall include an obligation to pay an

amount equal to any VAT incurred on that sum by the Grantor, except to the extent that the Grantor can recover any VAT.

11 Ownership of Pipeline

The Pipeline remains the property of the Company unless abandoned in accordance with clause 3.7.

12 Service of Notices

Any demand or notice required or authorised to be given or served hereunder shall be sufficiently served if it is addressed to the appropriate party or parties and left or sent through the first class post by pre-paid letter to the last known place or places of abode or as the case may be the registered office or offices of such party or parties in England. Any notice sent by post in accordance with the terms of this clause is conclusively treated as having been served at 9am on the second working day after posting.

13 Third party rights

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

14 Governing Law and Jurisdiction

Each party irrevocably agrees that this Deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

This Deed has been entered into on the date stated at the beginning of it.

Schedule 1 Methods of working

1 Trial Bores

All boreholes and trial pits required to be made by the Company will be carried out in accordance with the DCO or after consultation with the occupier and with as little disturbance as is reasonably practicable.

2 Notice of Entry

The Company will give the Grantor and occupier of the land affected two weeks' written notice of intention to commence the Construction Works and Maintenance Works thereon and will give reasonable notice at other times for all other works (save in the case of emergency) and will give the occupier further personal notice about three days before construction begins. All movement of pipes vehicles and machinery for constructional purposes will be carried out as far as it is reasonably possible in accordance with a programme of which the occupier will be made aware.

3 Record of condition and schedule of pre-entry requirements

Before commencing any Construction Works and (where appropriate given the scale of the proposed work) Maintenance Works the Company will at its own expense prepare (and seek to agree the same with the occupier and/or their agent) a record of the condition of any property proposed to be affected thereby and prepare a pre-entry schedule of special requirements (such as any reseeded required of the Company types of temporary fencing and its removal by the Company or otherwise upon handback of the land affected and locations of cross-accesses and temporary water supplies) agreed where practicable with the occupier or their authorised representative furnishing copies thereof in both cases to the occupier and the Grantor without any unnecessary delay.

4 Supervision and liaison

Subject to any agreement under paragraph 15.2, all Construction Works and subsequent reinstatement of agricultural land or Maintenance Works will be carried out under direct supervision of the Company. The Company will appoint land agents identified as either Company or the Company's agent's personnel to deal on behalf of the Company with the Grantor and the occupier regarding any problems and/or complaints arising in the exercise of the Rights. The Company will notify the Grantor and the occupier of the identity, address and telephone number of the Landowner Liaison Officer prior to any entry on to the land for the purpose of the works.

5 Occupier's access

All reasonably necessary means of access will be maintained by the Company in the exercise of the Rights with the construction of such suitably agreed temporary crossings as may be reasonably required by the occupier. Such temporary crossings to be agreed where possible prior to entry on to the Grantor's Property to construct the Pipeline and recorded in the schedule of special conditions as taken under paragraph 3. Where additional or improved access reasonably required after construction is rendered more difficult due to the presence of the Pipeline the Company will after receiving due notice protect the Pipeline and give such reasonable facilities as may be required in order to permit the provision of such additional or improved access or the laying of any water supply pipe drain cable or other service across the Pipeline.

6 Temporary severance of holdings

The Company will, in the exercise of the Rights, provide facilities for maintaining and affording means of communication and access between parts of any land temporarily severed by reason of the construction of any works by the Company such facilities being such as will enable the land to be

properly worked having regard to the purposes for which communication and access may be required and the period for which and the time of year at which it may be expected to be used.

7 Trespass and straying

The Company will, in the exercise of the Rights, take reasonably practicable steps to prevent trespass or the straying of animals during such time as Construction Works or Maintenance Works is in progress and after completion thereof in regard to the land which due to the presence and use of the Pipeline will or is likely to become subject to additional risk of trespass or the straying of animals, will provide and maintain suitable and adequate barriers wherever necessary for the purpose of preventing or minimising the risk of such trespass or straying.

8 Temporary water supplies

The Company will, prior to any Construction Works or Maintenance Works, endeavour to locate before entry and ensure that existing water supplies and other services are not interrupted or detrimentally affected and in the event of any such services being so interrupted or affected by reason of the exercise of the Rights or make available an alternative supply or system as the case may require as quickly as possible .

9 Pollution

The Company will take all reasonably practicable steps in the exercise of the Rights to prevent the pollution of water supplies or watercourses.

10 Sporting interests

The Company will prohibit its agents and servants from bringing dogs onto the land in the exercise of the Rights and take reasonably practicable steps to protect fishing or sporting rights in or over land which may be affected by the exercise of the Rights.

11 Watercourses

All ditches open drains and watercourses interfered with by the Pipeline will be maintained by the Company in effective condition during such period as Construction Works or Maintenance Works is in progress and thereafter will be left in as good condition as before the commencement of the works.

12 Working width and access to it

In the exercise of the Rights the Company will work within a strip of land having a width not exceeding thirty metres (30m) embracing the route (or proposed route) of the Pipeline ("**the Working Strip**"), and such additional land within the Grantor's Property as may be notified in writing by the Company to the Grantor as being reasonably required for temporary occupation in exercising the Rights. Additional land is generally (but not exclusively) required at road, rail, river, canal, hedge and utility crossings. Access to the Working Strip will be free of charge and will be along the route of the Pipeline or over the adjoining land of the Grantor along such alternate routes as may be notified in writing by the Company to the Grantor. Except in case of emergency, the Company will not trespass outside the Working Strip or the additional land or the routes referred to above.

13 Temporary fencing and public rights of way

- 13.1 The Company will make suitable alternative arrangements for rights of way affected by the exercise of the Rights. Fences lights and barriers will be provided as necessary for the protection of members of the public and animals.

- 13.2 Unless otherwise agreed with the Grantor, the Working Strip and any gaps in the field boundary made by the Company in the exercise of the Rights will be closed by temporary fencing which shall be suitable fencing adequate for the purpose and, if stock is kept in the adjoining field, will be a stock-proof fence.
- 13.3 All temporary fencing including under paragraph 13.2 will be maintained in position during Construction Works or Maintenance Works and thereafter until the land affected is handed back to the occupier at which time it will be removed by the Company if the occupier so required at the time of the taking of the pre-entry schedule of special requirements as detailed in paragraph 3 of this Schedule.

14 Trees

- 14.1 The Company may remove trees and bushes and (to the extent it interferes with the exercise of the Rights) other vegetation, within the Easement Strip and, if necessary to undertake Construction Works, outside of the Easement Strip. At other times, in respect of trees outside of the Easement Strip, the Company will not remove them without the Grantor's and occupier's prior consent (not to be unreasonably withheld).
- 14.2 All trees will remain the property of the timber owner and any trees removed by the Company will be cut and disposed of in accordance with reasonable requirements of the timber owner. The Company will remove from the Grantor's Property all other vegetation cut (unless otherwise indicated by the Grantor).

15 Topsoil, subsoil and reinstatement

- 15.1 Where relevant, as part of any Construction Works or Maintenance Works, the top soil will be stripped from the area of the Working Strip except from such parts of the Working Strip as may be agreed with the occupier and such parts as will be used for the temporary storage of the topsoil itself. All topsoil excavated from any trench or Working Strip area will be kept apart from all other excavated material, suitably managed to suppress weeds and will not be run over by any machinery. All trenches will be backfilled and consolidated as soon as possible after the laying of the Pipeline. Excavated material will be replaced with top soil upper most. All loose stones produced by the excavation and backfilling of trenches will be cleared from the surface as soon as may be practicable and no litter of any kind will be left on the land. All turf from lawns sports and ornamental grounds will be carefully cut rolled stacked and carefully replaced so far as it is reasonably practicable. Additional suitable top soil or suitable turf as the case may be will be provided if necessary. Unless otherwise agreed the top 305 millimetres or a greater depth not exceeding 610 millimetres as required by the occupier of subsoil will be loosened with an agricultural cultivator before the replacement of any top soil removed. Agricultural land will be reinstated to a condition as nearly as possible equivalent to that subsisting before the commencement of the works and free of introduced litter of any kind and reasonably practicable steps will be taken so that top soil will be left in a loose friable and workable condition to its original full depth over the whole Working Strip.
- 15.2 Because of the uncertainty as to the timing of completion of the reinstatement works and the various requirements of individual occupiers it will not generally be the policy of the Company to reseed any areas of land so reinstated. Reasonable compensation to cover the occupier's proper costs of such reseedling will be paid by the Company under the process in clause 3.2. Where occupiers require such reseedling to be carried out by the Company they must ensure that it is recorded at

the time of the taking of the pre-entry schedule of special requirements as detailed in paragraph 3 of this Schedule.

16 Depth of cover (normal)

The Pipeline will be constructed so that there will not be less than 1,200 millimetres between the surface of the ground and the top of the Pipeline except where a vertical deviation is reasonably required for engineering purposes. In the event of the Pipeline subsequently constituting a hazard the Company will take such steps as may be agreed with the Grantor and occupier of the land to safeguard the Pipeline and to permit normal agricultural operations.

17 Depth of cover (rock) and blasting

Where rock is encountered on or near the surface, the Company will consult with the Grantor and occupier and the Pipeline will be laid at such a depth as may be safe having regard to the surface of the land. Where any work requiring the use of explosives for blasting rock is carried out, notice will be given to all persons who may in the opinion of the Company be affected and full precautionary measures will be taken. Any use of explosives will be confined to the hours of daylight.

18 Drainage ditch crossings

Where the Pipeline crosses a drainage ditch it will be laid beneath the ditch; protective concrete not less than 152mm thick will be laid immediately above the Pipeline and there will not be less than 610mm between the true cleaned bottom of the ditch and the top of the protective concrete unless otherwise agreed with the Grantor and occupier.

19 Land Drainage

- 19.1 So far as is reasonably practicable, the Company will ensure that the minimum of damage and disturbance to land drains and natural drainage is caused in the exercise of the Rights.
- 19.2 The Company will be responsible for reinstating all land drains existing immediately before the Construction Works or Maintenance Works and which have been damaged in the exercise of the Rights and in particular the Company will where the interest of the drainage of the land will best be served lay the Pipeline underneath the land drains which it is necessary to cross and of the existence of which the Company shall have knowledge. All land drains cut or disturbed during the excavation will be strowed and prominently and durably marked at suitable positions adjacent to the trench immediately following their location and their locations will be shown in a drainage log of which a copy will be furnished to the Grantor and copy to the occupier. The methods to be employed in reinstating the field drainage system will be agreed with the occupier or the Grantor (whichever may be the responsible party) and will include the laying of header drains in advance of the main works where agreed to be necessary or failing agreement where recommended by an expert acceptable to the parties. Where drainage works are required only skilled agricultural drainers will be employed.
- 19.3 The Company will ensure that the efficiency of any land drainage systems or natural drainage interfered with in the exercise of the Rights is not impaired.

20 Reinstatement of roads and paths

Private roads and footpaths will be permanently reinstated to a condition equivalent to that subsisting before the Construction Works or Maintenance Works to the reasonable satisfaction of the Grantor. Tarmac asphalt concrete hardcore and other materials will be provided as required.

21 Reinstatement of hedges and fences

All hedges and fences or boundary definitions destroyed or rendered ineffective by the exercise of the Rights will be replaced in conjunction with any advice received from regulatory authorities; the Company will replant hedges so destroyed or rendered ineffective with good quality quicks and maintain the same until the replanted hedge is again properly established.

22 Markers

The line of the Pipeline will in general be marked only at field boundaries. All apparatus to be installed above ground will wherever practicable be sited as agreed between the Grantor the occupier and the Company's engineer and as far as is practicable marker posts will be sited in or adjacent to hedges or fences.

23 Trench supports

Any necessary temporary underpinning supports and other protective measures for building structures and apparatus in or adjacent to the Pipeline trench will be installed and these will be of proper design and sound construction and will be securely placed to the reasonable satisfaction of the Grantor and of the Company.

24 Overlooking reinstatement

Where time is properly spent by the occupier or their agent in looking over the reinstatement of land, the Company will pay their reasonable charges provided that no payment will be made where the looking-over of the reinstatement is not reasonably necessary having regard to the Company's obligations procedures and practices under this Deed and the requirements of the Pipe-lines Act 1962.

25 Cathodic protection bonding

Where the Pipeline is cathodically protected the Company will take suitable measures as recommended in the relevant British Standards to ensure that other structures are adequately safeguarded.

26 Identification

All representatives of the Company their servants and agents while so engaged will carry and produce upon request adequate means of identification whilst on the Grantor's Property in the exercise of the Rights.

27 Disease

- 27.1 Whenever an area has been declared an infected area on account of foot-and-mouth disease fowl pest swine fever or other notifiable disease any work connected with the Pipeline involving entry on the land will be suspended unless there are exceptional circumstances in which case the approval of the Department for Environment, Food and Rural Affairs (Defra) (or successor department) will first be obtained. Nothing in this clause shall prevent the Company entering on the land forthwith and without giving notice or obtaining any approval in order to remedy a breach or leak in the Pipeline following which the Company will observe all Defra's spread-of-disease regulations in force at the time.
- 27.2 The Company in conjunction with the owners and occupiers directly affected by the Pipeline operations will take such reasonable precautions as may be necessary to avoid the spreading of notifiable soil borne pests and diseases or other soil borne pests and diseases as may be notified to the Company by the occupier prior to entry.

In particular the Company will abide by the guidelines from time to time issued by Defra for precautions against the spread of such pests and diseases.

28 "As laid" plans

As soon as practicable after laying the Pipeline in the Grantor's Property the Company will provide the Grantor and occupier with large scale plans showing the precise location of the Pipeline in the land and if these do not show land drains the Company will provide them on request with copies of any plans the Company may have compiled to show land drains.

29 Fossils and articles of value

During the course of Construction Works or Maintenance Works and the exercise of the Rights, fossils, coins or other articles of value may be discovered. As between the Grantor and the Company, the Company regards such objects as being the property of the Grantor and any reward under the Treasure Act 1996 to be the Grantor's. The Company will make reasonable efforts to comply with the reasonable requirements of the Grantor with respect to such objects provided that the Grantor pays the costs reasonably incurred by the Company in so doing.

Signed as a deed by [.....] in the presence of:

.....
[SIGNATURE OF GRANTOR]

.....
[SIGNATURE OF WITNESS]

[NAME, ADDRESS AND OCCUPATION
OF WITNESS]

.....

.....

.....

Executed as a deed by **ESSO
PETROLEUM COMPANY, LIMITED**
acting by [NAME OF DIRECTOR], a
director, in the presence of:

.....
[SIGNATURE OF DIRECTOR]

Director

.....
[SIGNATURE OF WITNESS]

[NAME, ADDRESS AND OCCUPATION
OF WITNESS]

.....
[NAME OF DIRECTOR]

.....

.....

.....

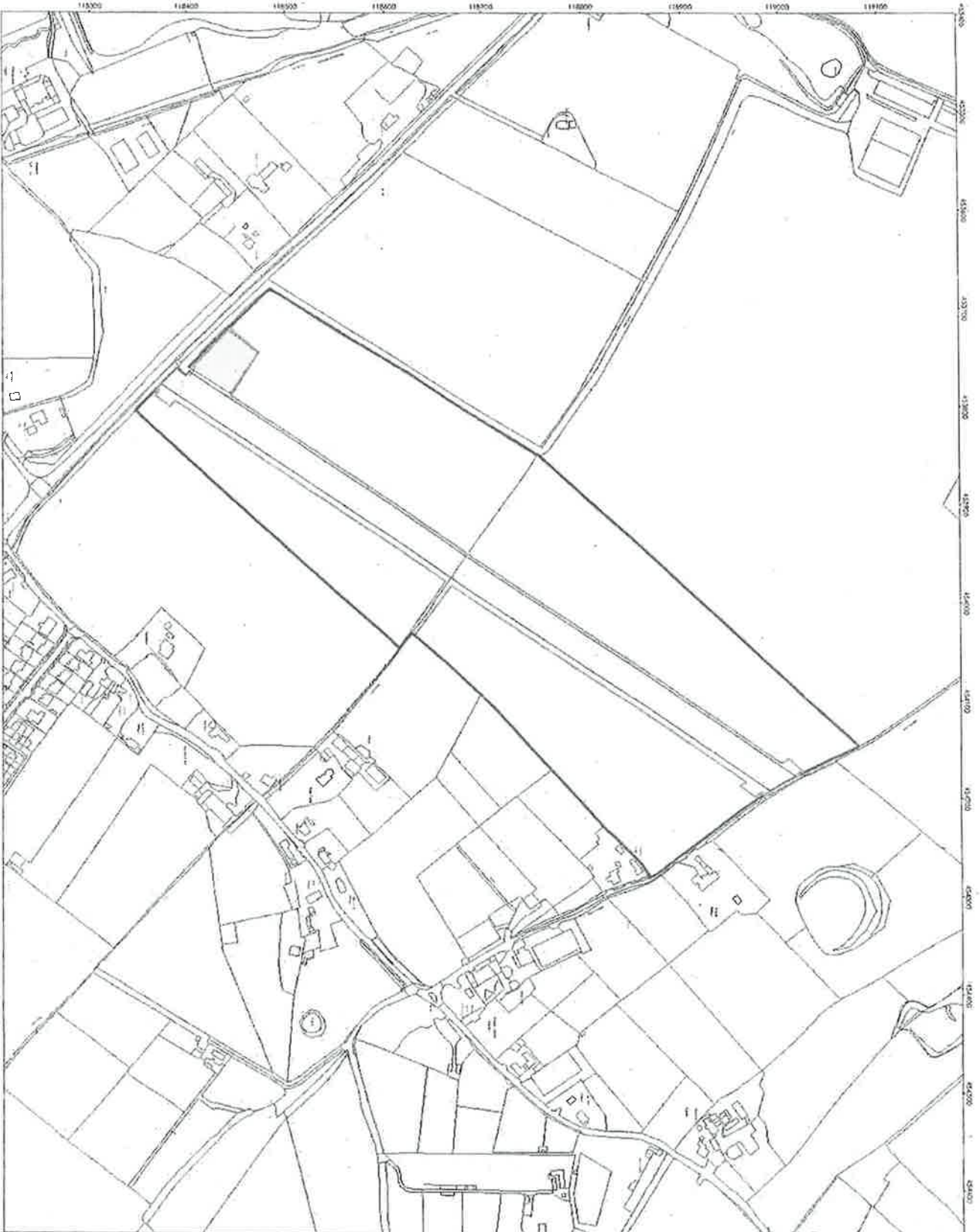
(Grantor's Reference Number:)

Signed by way of consent to
registration by [.....] by:

.....
[AUTHORISED SIGNATORY]

.....
[NAME]

Appendix 2 Grantor's Property Plan



<p>OVERVIEW WINDOW</p>	<p>LEGEND:</p> <ul style="list-style-type: none"> Limit of Deviation Order Limits Grantor's Property Construction Compound 	<p>Grantor: Mark Robert Darford</p> <p>Total Potential Footprint Length: 265m</p> <p>Total Area within Order Limits: 9885 square metres</p>	<p>REVISION: C</p> <p>CLIENT: </p> <p>SCHEME: SOUTHAMPTON TO LONDON PRELIME PROJECT</p> <p>TITLE: OPTION PLAN</p> <p>FR: 105124400</p> <p>SCALE: 1:3,500 @ A3</p> <p>DATE: 28/10/2019</p>	<p></p> <p>Map data</p>	<p></p> <p>FISHER GERMAN</p> <p>The Division Office, Highways Court Water Works Lane Wokingham, RG40 2AZ 01189 41421 www.fishergerman.co.uk</p>	<p>DRAWING REF: SP-2019-02-MI-CP-MI_810</p>
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0 10 20 30 40 50 METRES

OVERVIEW MAP

 KINGSLEIGH

Bishop's Walkham

 Liphum

 Coshington

- LEGEND:**
- Limits of Deviation
 - Order Limits
 - Grantor's Property

Grantor:
 Mark Robert Dunford

 Total Potential Pipeline Length:
 2451 m

 Total Area within Order Limits:
 69835 square metres

REVISION: C

 CLIENT:

 SCHEME:
 SOUTH AFRICA TO LONDON
 PIPELINE PROJECT

TITLE:
 OPTION PLAN

 REF: 105124001

 SCALE: 1:2,500 @ A3

 DATE: 18/10/2019

Map data

**FISHER
 GERMAN**

 The Pipeline Office, Avenue 2, Civil
 Society and the Park,
 Wetherby, West Yorkshire, LS23 7BQ

DRAWING REF:
 SA-2019-02-M-02-W-810



QUEENIE WISDOUW
Kinesion



- LEGEND:
- Limits of Deviation
 - Order Limits
 - Genlot's Property

Quarter:
Mare Robert Dufford
Total Potential Pipeline length:
2454 m
Total Area within Order Limits:
99833 square metres

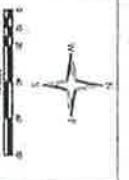
CLIENT: **RENISON, C**
CLIENT: **ES50**

SCHEME:
SOUTHAMPTON TO LONDON
PIPELINE PROJECT
TITLE:
OPTION PLAN
SCALE: 1:2,500 @ A3
DATE: 18/10/2019



The Fisher Group, Kinesion Civil
Kinesion, 100, 101 & 102
Kinesion Way, Kinesion
Kinesion, 100, 101 & 102
Kinesion Way, Kinesion
Kinesion, 100, 101 & 102
Kinesion Way, Kinesion
Kinesion, 100, 101 & 102
Kinesion Way, Kinesion

DRAWING REF:
SIP-2019-03-MR-QP-WI-810



OVERVIEW VIEW
Kilmaleon



- LEGEND:
- Limits of Deviation
 - Order Limits
 - Owner's Property

Grantor:
Mark Robert Dunford
Total Potential Frontage Length:
245.0m
Total Area within Order Limits:
99835 square metres

REVISION: C
CLIENT: ES30

SCHEDULE:
SOUTHAMPTON TO LONDON
PRELIMINARY PROJECT

TITLE:
OPTION PLAN
PR: 105124/001
SCALE: 1:2,500 @ A3
DATE: 18/10/2019



DATA WINGS REF:
DP-2019-02-M-CP-W-1810

Appendix 3 Survey Payment Schedule



Southampton to London Pipeline Project

Esso Petroleum Company, Limited (Esso)
Southampton to London Pipeline Project (the Project)

SURVEY ACCESS PAYMENTS (WHERE VOLUNTARILY NEGOTIATED)

Esso are progressing a Development Consent Order under the Planning Act 2008 for the replacement of part of the Southampton to London pipeline. In order to inform the DCO application and the Environmental Statement, Esso would like to collect survey data from land in and around the potential route corridors for the scheme to consider the environmental, engineering and socio-economic impact of the proposals.

Access will be taken on the basis of a non-invasive agreement for non-invasive surveys, or an Invasive survey agreement for Invasive surveys.

Non-Invasive Surveys (walking access only)

Esso and its advisors would like to conduct non-invasive walkover surveys to complete habitat assessment surveys, and follow up walkover surveys on specific habitats may be required. This may include animal, vegetation and landscape and visual surveys. These surveys will take place at different points of the year dependent on the habitat or situation being investigated.

Engineering surveys will assist with the feasibility of design work and walkover surveys will include topographical work (assessing the lay of the land).

Other non-invasive walkover surveys, such as noise monitoring, traffic assessments, public use and landscape work may be required on a more ad-hoc basis.

All non-invasive walkover surveys will be covered under an annual non-invasive survey agreement.

Invasive Engineering/Archaeological Surveys (vehicular and associated equipment access)

Esso and its advisors would like to complete invasive soil structure and other engineering survey investigations. These surveys may require vehicular access or disturbance to the ground for which Esso will seek licence agreements for engineering invasive surveys.

Archaeological surveys will be focused where there may be historical interest or archaeological remains present. Esso will again seek licence agreements for this invasive work.

It will be the policy of Esso to seek voluntary terms in the first instance for all access requirements.

The terms offered for voluntary access will be based on the below table framework payments and documentation.

If access on a voluntary basis is refused or unreasonably withheld, Esso may consider the use of statutory powers to facilitate access to land and the payment terms set out below will not be applicable.



Southampton to London Pipeline Project

Clarifications;

- All Survey payments are payable to the occupier of the land (NB a grazier does NOT qualify as an occupier)
- The non-invasive survey payment covers all land in the occupation of the payee -it is not parcel or plot specific
- Any damage to property caused by any survey will be compensated by Esso if evidenced and reasonable
- Access will be taken in terms within the relevant agreement and the relevant access instructions
- Payment will be made 'up front' when documentation has been signed by the occupier

Survey	Up Front Payment	Documented by
Incentive payment for all reasonably required Non Invasive Surveys (access for one year)	£250	Consent document & Access instructions OR NIS Licence Agreement
Window/Soil Sampling	£50 per sample	Invasive Licence Agreement
Borehole Payment	£250 per borehole + damages	Invasive Licence Agreement
Trial pits	£250 per trial pit + damages	Invasive Licence Agreement
Archaeological trial pits	£340 (for up to 100 sq m) £3.40/sq m thereafter + damages	Invasive Licence Agreement
Night time surveys	£250 (up to 6 individual visits)	Consent document & Access instructions OR NIS Licence Agreement
Borehole Water Monitoring Gauge	£125 per borehole including access to monitor for 1 year	Invasive Licence Agreement
Agent fees	£250 per consent	Invoice



Appendix 6: CAH2-13 - Letters of consent - Valve 9 – QinetiQ Limited dated 4.03.2020

SLP Project
The Estates Office Norman Court
Ashby-de-la-Zouch
LE65 2UZ
0845 437 0383
slpproject@fishergerman.co.uk



Southampton to London
Pipeline Project

Our Reference: SLP/ Valve 9/ QinetiQ

04 March 2020

QinetiQ Limited (03796233)
Cody Technology Park
Ively Road
Farnborough
Hampshire
GU14 0LX

Dear Sir/Madam

Esso's Southampton to London Pipeline Project – Valve 9 QinetiQ

Application for Minor amendments

Esso submitted a formal request to the Planning Inspectorate (PINS) on the 30 January 2020 to amend the application for development consent to incorporate changes requested to the Valve Location. As discussed those changes have resulted in a change to the permanent rights required for the valve.

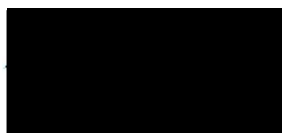
Whilst we are of course in the process of agreeing a voluntary agreement for rights over this land you will be aware that the draft DCO also contains compulsory acquisition powers for the entire pipeline. This is usual for long linear schemes as it provides certainty that the pipeline is capable of being built. Before these changes will be accepted into the Examination, the Examining Authority has advised Esso that it requires evidence that all persons with an interest in the additional land subject to permanent rights have consented to its inclusion in the development consent order as land subject to Compulsory Acquisition powers.

We enclose a copy of PINS letter dated 6 February which sets out the information they require to accept Request B.

The change can be identified by comparing the extracts from Land Plan Sheet 33/103 Plot 991 attached to this letter. Plan Version CO3 shows the original layout and Plan Version CO6 includes the additional land coloured Pink over which Esso is seeking permanent rights (Class 1 as expressed in the Book of Reference)

Can you please sign and return a copy of this letter to confirm that you consent to the inclusion of this additional land in the DCO as land which will be subject to CA powers

Yours sincerely,



Jonathan Anstee de Mas

Land & Pipeline Technical Lead at Esso Petroleum Company, Limited

SLP Project Team

Tel: 0845 437 0383

Email: slpproject@fishergerman.co.uk

Website: www.slpproject.co.uk

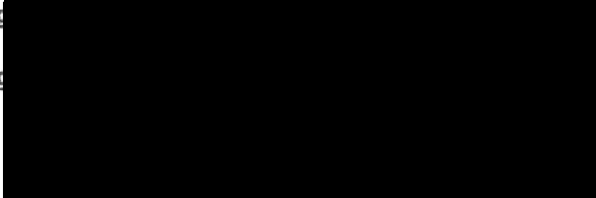
SLP Project
The Estates Office Norman Court
Ashby-de-la-Zouch
LE65 2UZ
0845 437 0383
slpproject@fishergerman.co.uk



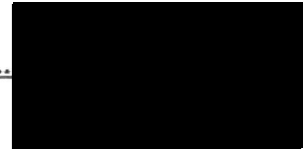
Southampton to London
Pipeline Project

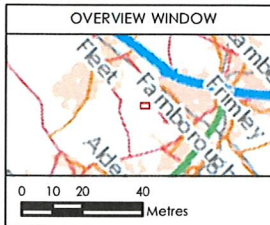
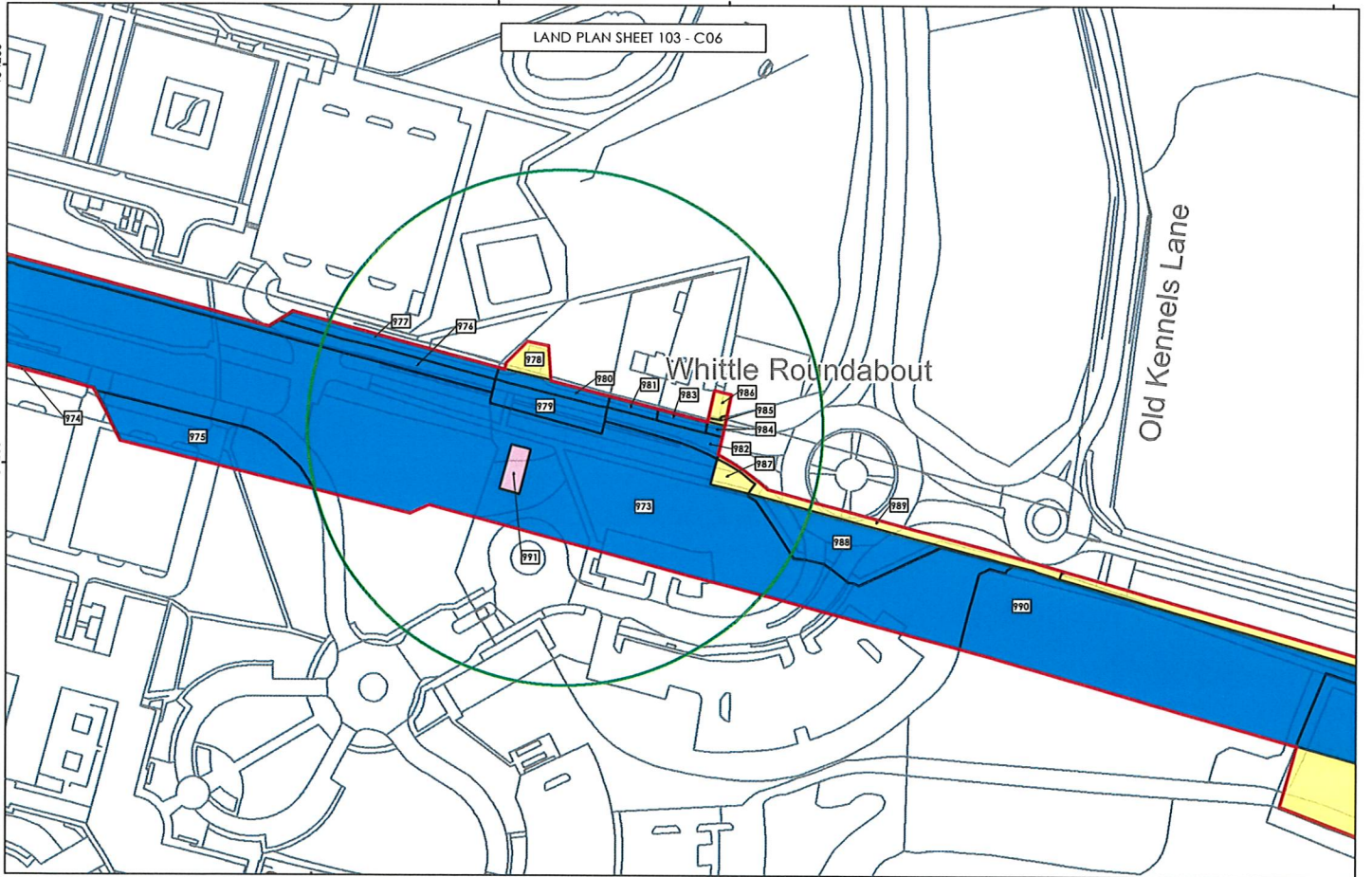
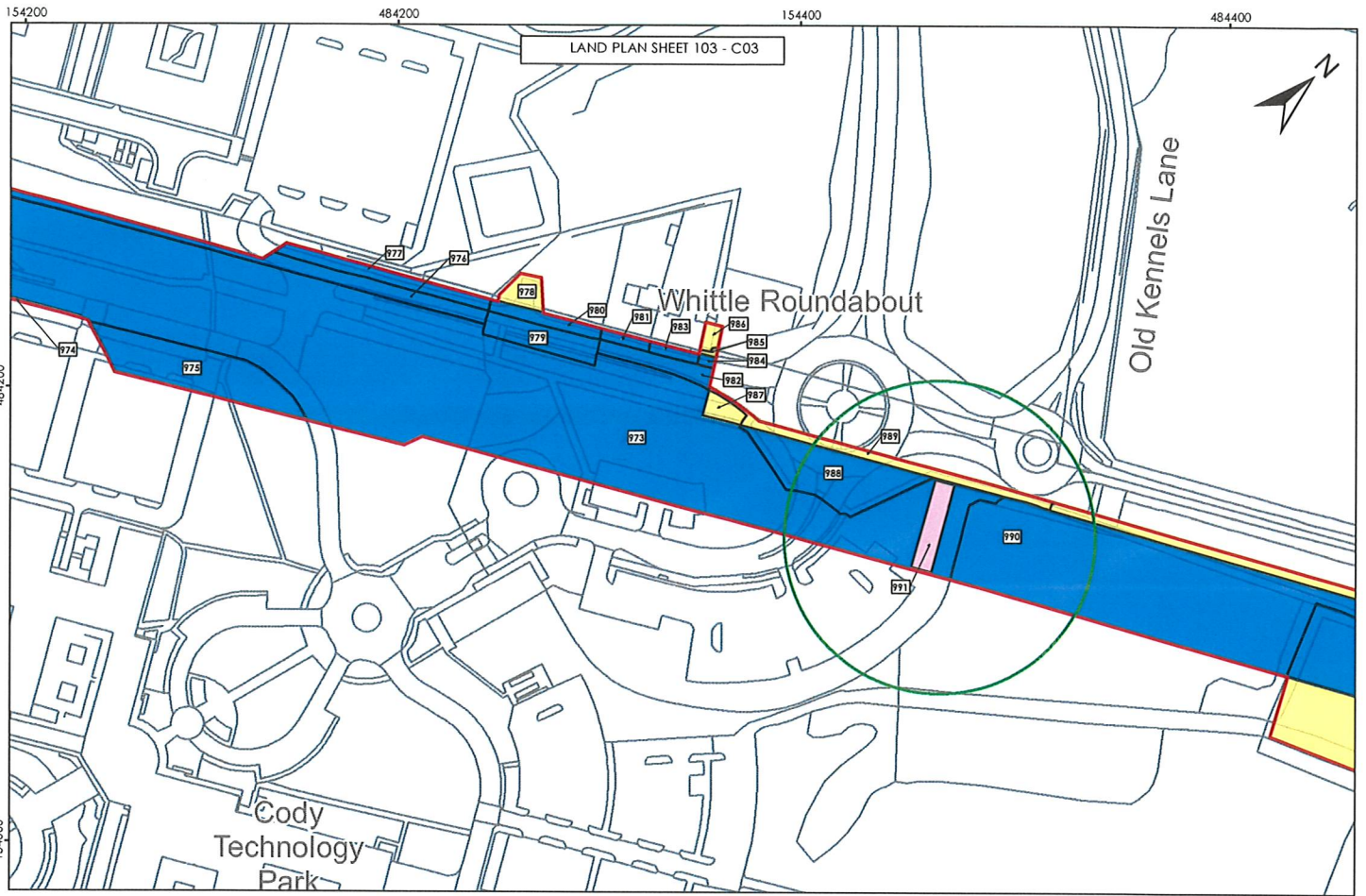
QinetiQ Limited (03796233) confirms that it consents to the amendments shown on the extract of Land Plan Sheet 33/103 Ref CO6 attached and to the inclusion of additional Class 1 land in

Signed



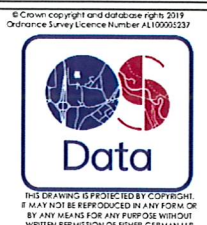
Dated..





REVISION: B	FP: 105124-001
CLIENT: ESSO	
SCHEME: SLP	
TITLE: VALVE 9 CHANGES	
SCALE: 1:2,500 @ A4	
DATE: 04/03/2020	

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Ordnance Survey Licence Number: AL10003223



FISHER GERMAN
The Estates Office, Norman Court
Ashby de la Zouch,
Leicestershire, LE65 2UZ
01530 412821
<https://www.fishergerman.co.uk>
ashby@fishergerman.co.uk

DRAWING NO:
SLP-2020-02-MT-SP-V9



The Planning Inspectorate

National
Infrastructure
Planning
Temple Quay House
2 The Square
Bristol, BS1 6PN

Customer: 0303 444 5000
Services: SouthamptontoLondonPipeline@planninginspectorate.gov.uk
e-mail:

To Interested Parties and Esso
Petroleum Company, Limited

Your Ref:

Our Ref: EN070005

Date: 6 February 2020

Dear Sir/Madam

**Planning Act 2008 (as amended) Section 89
The Infrastructure Planning (Examination Procedure) Rules 2010 (as
amended) – Rules 9 and 17**

**The Infrastructure Planning (Compulsory Acquisition) Regulations 2010 –
Regulations 4 to 19**

**Application by Esso Petroleum Company, Limited for an Order Granting
Development Consent for the Southampton to London Pipeline Project**

**Request A: To Make Changes to the Original Application as submitted at
Deadline 3 [REP3-022]**

**Request B: To Make Changes to the Original Application as submitted at
Deadline 4 [REP4-001]**

We are writing to inform you of the Procedural Decision made by the Examining Authority (ExA) following the change request made by the Applicant at Deadline (D)3, Wednesday 18 December 2019 (Examination Library reference [REP3-022]) (Herein known as Request A). The ExA also makes a Procedural Decision to request additional information in respect to further changes to the Application sought by the Applicant at D4, Thursday 30 January 2020 [REP4-001] (herein known as Request B).

Request A

In our letter dated of 13 January 2020 [PD-011], the ExA requested additional information from the Applicant in respect of proposed changes to the quantum and sizes of the proposed logistics hubs. The Applicant responded at D4 [REP4-048] with the following:

- The Applicant confirmed our understanding of the changes proposed to logistics hubs Work Nos 6C (Hartland Village), 7A (Ministry of Defence land at Deepcut), and 6B (A31/A32 junction Northfield Lane) were correct.

- The new land to be included within the Order limits at Hartland Village would be for Temporary Possession (TP) powers only, thus no additional land is sought. Furthermore, the Applicant also confirmed that the new land to be included within the Order limits concerns a private access road only, affects the same Affected Person (AP), and that a voluntary agreement has been entered into with that party. The Applicant also confirmed that the change request is shown only to clarify the access arrangements at the logistic hub and would not restrict the use of the roads for others. There is no proposed change to the Order limits and no additional land would be required at the other two proposed logistics hubs at Deepcut or the A31/A32 junction.
- The Applicant also confirmed that the environmental effects resulting from the traffic changes associated with the two remaining temporary logistics hubs have been cumulatively assessed and remains as reported in the Environmental Statement.

In the same letter [PD-011], the ExA also requested the views of all relevant planning and highway authorities as to their views as to the change requests in respect to the planning effects, and we have noted the responses received.

Having reviewed all matters, the ExA concludes that the proposed changes the subject of Request A would not result in new or materially different significant effects on the environment. The changes can be deemed to be non-material and accordingly are accepted into the Examination.

Request B

In its submissions at D4 [REP4-001] and [REP4-057], the Applicant has sought a further three changes to the Application. These are summarised in the following table.

Description	Relevant Drawings	Change Request
Valve 3 at Lower Preshaw Farm, Upham	Land Plans Sheet 7 [AS-042] Works Plans Sheet 7 [AS-048] General Arrangement Plans (GAPs) Sheet 7 [REP3-005]	Change to the location of the valve and to permanent access rights at the request of the landowner [REP3-058] for operational reasons.
Valve 9 at QinetiQ, Farnborough	Land Plans Sheet 33 and 103 [AS-043] and [AS-044] Works Plans Sheet 33 and 103 [AS-048] and [AS-049] GAP Sheets 33 and 103 [REP3-005]	Change to the location of the valve, to permanent access rights, and to a reduction in the limits of deviation at the request of the landowner [REP3-060] for operational reasons.

Description	Relevant Drawings	Change Request
Abbey Rangers FC, Ashford	Land Plans Sheet 48 and 116 [AS-043] and [AS-044] Works Plans Sheet 48 and 106 [AS-048] and [AS-049] GAP Sheets 48, 49 and 116 [REP3-005] Access and Right of Way Sheets 48 and 116 [REP4-057]	Change to the limits of deviation and construction technique across Pitch No.2 to allow trenchless and stringing out operations following requests made by Surrey County Council [REP1-023] and by Abbey Rangers FC [REP3-052].

The ExA notes previous responses from Interested Parties and APs in respect to their respective requested changes to the Application on the sites listed above. However, the ExA also notes that in all cases, the requested changes would require additional compulsory acquisition (CA) powers, whereby on parts of plots 228, 231, 990, 1001, 1786 and 1787, CA for new rights would replace land currently shown on the Land Plans [AS-042] to [AS-045] as TP. It is noted that none of the APs made written representations expressing consent for these additional powers sought.

The ExA has reviewed the request specifically against the provisions of the Infrastructure Planning (Compulsory Acquisition) Regulations 2010 (CA Regs). These regulations apply to "additional land" which is land proposed to be subject to CA which was not identified as such in the Book of Reference. A change from TP to CA involves the CA of additional land for the purpose of the CA Regs. Consequently, we have concluded that we are unable to determine whether such changes can be deemed to be material or non-material or whether they should be accepted at this time.

Additional information is required from the Applicant in order for the ExA to determine the outcome of the requested change. Specifically, the ExA requires evidence from the Applicant that all persons with an interest in the additional land, consent to its inclusion in the development consent order as land subject to CA. If this is not possible at the current time, the ExA requests the Applicant provide an indication of when this information will be submitted. The Applicant is also asked for its views as to whether the prescribed procedures in Regulations 5-19 of the CA Regs can be complied with within the Examination timetable should agreement not be forthcoming.

The ExA requests the additional information sought in respect to Request B, and the changed documents as a result of the acceptance of Request A including an updated Book of Reference, is submitted at D5, **Thursday 13 February 2020**.

Should you have any queries regarding the content of the letter, please contact the case team using the details at the top of this letter.

Yours faithfully

Richard Allen

Lead Member of the Examining Authority



Appendix 7: CAH2-13 - Extract of Book of Reference

Southampton to London Pipeline Project – Book of Reference – Part 1

Plan Number	Plot No	Description of Land with extent stated in Square Metres	Interest/R ight to be Acquired	Category 1 Owners			Category 2 Owners
				Owner	Lessees/ Tenants	Occupier	
SHEET 6 SHEET 7	228	5466 square metres of Track off Lower Preshaw Lane, Bishop's Waltham.	Class 3 and 4	<p>Mark Robert Dunford. Lower Preshaw Farm, Lower Preshaw Lane, Upham, Southampton, SO32 1QF.</p> <p>Church Commissioners for England, Church House, Great Smith Street, London SW1P 3AZ – all mines minerals and mineral substrata lying at a greater depth than 60.96 metres (200 feet) from the surface under the land.</p>		<p>Mark Robert Dunford. Lower Preshaw Farm, Lower Preshaw Lane, Upham, Southampton, SO32 1QF.</p>	<p>British Telecommunications PLC (01800000., 81 Newgate Street, London, EC1A 7AJ - Right to install and maintain telecommunication apparatus.</p> <p>Openreach Limited (10690039). Kelvin House, 123 Judd Street, London, WC1H 9NP - Right to install and maintain telecommunication apparatus.</p> <p>Southern Gas Networks PLC (05167021). St Lawrence House, Station Approach, Horley, Surrey, RH6 9HJ - Right to install and maintain gas apparatus.</p> <p>SSE Energy Limited (02487475). 55 Vestern Road, Reading, Berkshire, RG1 8BU - Rights in respect of Other Rights from a document dated 02/02/1956.</p> <p>Esso Petroleum Company Limited (00026538). Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX</p>

Southampton to London Pipeline Project – Book of Reference – Part 1							
Plan Number	Plot No	Description of Land with extent stated in Square Metres	Interest/R ight to be Acquired	Category 1 Owners			Category 2 Owners
				Owner	Lessees/ Tenants	Occupier	
							<p>- Rights in respect of Easements from a document dated 16/10/1962.</p> <p>Esso Petroleum Company Limited (00026538). Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX- Rights in respect of Easements from a document dated 04/08/1969.</p> <p>SSE Energy Limited (02487475). 55 Vestern Road, Reading, Berkshire, RG1 8BU - Rights in respect of Other Rights from a document dated 04/12/1980.</p> <p>Unknown Beneficiary - Rights in respect of Restrictive Covenant from a document dated 24/10/1980.</p> <p>Unknown Beneficiary - Rights in respect of Restrictive Covenant from a document dated 05/02/1981.</p> <p>Unknown Beneficiary - Rights in respect of Restrictive Covenant from a document dated</p>

Southampton to London Pipeline Project – Book of Reference – Part 1

Plan Number	Plot No	Description of Land with extent stated in Square Metres	Interest/R ight to be Acquired	Category 1 Owners			Category 2 Owners
				Owner	Lessees/ Tenants	Occupier	
							03/12/1990. Lloyds Bank PLC (00002065). 25 Gresham Street, London, EC2V 7HN - Rights in respect of Mortgage from a document dated 20/03/2018.

Southampton to London Pipeline Project – Book of Reference – Part 1

Plan Number	Plot No	Description of Land with extent stated in Square Metres	Interest/R ight to be Acquired	Category 1 Owners			Category 2 Owners
				Owner	Lessees/ Tenants	Occupier	
SHEET 7	231 A	2266 square metres of Agricultural Land east of Lower Preshaw Lane, Bishop's Waltham.	Class 4	Mark Robert Dunford. Lower Preshaw Farm, Lower Preshaw Lane, Upham, Southampton, SO32 1QF.		Mark Robert Dunford. Lower Preshaw Farm, Lower Preshaw Lane, Upham, Southampton, SO32 1QF.	<p>Southern Gas Networks PLC (05167021). St Lawrence House, Station Approach, Horley, Surrey, RH6 9HJ - Right to install and maintain gas apparatus.</p> <p>SSE Energy Limited (02487475). 55 Vestern Road, Reading, Berkshire, RG1 8BU - Rights in respect of Easements from a document dated 02/02/1956.</p> <p>Esso Petroleum Company Limited (00026538). Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX - Rights in respect of Easements from a document dated 16/10/1962.</p> <p>Esso Petroleum Company Limited (00026538). Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX - Rights in respect of Easements from a document dated 04/08/1969.</p> <p>SSE Energy Limited (02487475). 55 Vestern Road,</p>

Southampton to London Pipeline Project – Book of Reference – Part 1

Plan Number	Plot No	Description of Land with extent stated in Square Metres	Interest/R ight to be Acquired	Category 1 Owners			Category 2 Owners
				Owner	Lessees/ Tenants	Occupier	
							<p>Reading, Berkshire, RG1 8BU - Rights in respect of Easements from a document dated 04/12/1980.</p> <p>Unknown Beneficiary - Rights in respect of Restrictive Covenant from a document dated 24/10/1980.</p> <p>Unknown Beneficiary - Rights in respect of Restrictive Covenant from a document dated 05/02/1981.</p> <p>Unknown Beneficiary - Rights in respect of Restrictive Covenant from a document dated 13/12/1990.</p> <p>Lloyds Bank PLC (00002065). 25 Gresham Street, London, EC2V 7HN - Rights in respect of Mortgage from a document dated 20/03/2018.</p>

Southampton to London Pipeline Project – Book of Reference – Part 1

Plan Number	Plot No	Description of Land with extent stated in Square Metres	Interest/R ight to be Acquired	Category 1 Owners			Category 2 Owners
				Owner	Lessees/ Tenants	Occupier	
SHEET 7	231 B	18 square metres of Agricultural Land east of Lower Preshaw Lane, Bishop's Waltham.	Class 3 and 4	Mark Robert Dunford. Lower Preshaw Farm, Lower Preshaw Lane, Upham, Southampton, SO32 1QF.		Mark Robert Dunford. Lower Preshaw Farm, Lower Preshaw Lane, Upham, Southampton, SO32 1QF.	Lloyds Bank PLC (00002065). 25 Gresham Street, London, EC2V 7HN - Rights in respect of Mortgage from a document dated 20/03/2018.

Southampton to London Pipeline Project – Book of Reference – Part 1

Plan Number	Plot No	Description of Land with extent stated in Square Metres	Interest/R ight to be Acquired	Category 1 Owners			Category 2 Owners
				Owner	Lessees/ Tenants	Occupier	
SHEET 7	231 C	50 square metres of Agricultural Land east of Lower Preshaw Lane, Bishop's Waltham.	Class 4	Mark Robert Dunford. Lower Preshaw Farm, Lower Preshaw Lane, Upham, Southampton, SO32 1QF.		Mark Robert Dunford. Lower Preshaw Farm, Lower Preshaw Lane, Upham, Southampton, SO32 1QF.	<p>Southern Gas Networks PLC (05167021). St Lawrence House, Station Approach, Horley, Surrey, RH6 9HJ - Right to install and maintain gas apparatus.</p> <p>SSE Energy Limited (02487475). 55 Vestern Road, Reading, Berkshire, RG1 8BU - Rights in respect of Easements from a document dated 02/02/1956.</p> <p>Esso Petroleum Company Limited (00026538). Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX - Rights in respect of Easements from a document dated 16/10/1962.</p> <p>Esso Petroleum Company Limited (00026538). Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX - Rights in respect of Easements from a document dated 04/08/1969.</p> <p>SSE Energy Limited (02487475). 55 Vestern Road,</p>

Southampton to London Pipeline Project – Book of Reference – Part 1

Plan Number	Plot No	Description of Land with extent stated in Square Metres	Interest/R ight to be Acquired	Category 1 Owners			Category 2 Owners
				Owner	Lessees/ Tenants	Occupier	
							<p>Reading, Berkshire, RG1 8BU - Rights in respect of Easements from a document dated 04/12/1980.</p> <p>Unknown Beneficiary - Rights in respect of Restrictive Covenant from a document dated 24/10/1980.</p> <p>Unknown Beneficiary - Rights in respect of Restrictive Covenant from a document dated 05/02/1981.</p> <p>Unknown Beneficiary - Rights in respect of Restrictive Covenant from a document dated 13/12/1990.</p> <p>Lloyds Bank PLC (00002065). 25 Gresham Street, London, EC2V 7HN - Rights in respect of Mortgage from a document dated 20/03/2018.</p>

Southampton to London Pipeline Project – Book of Reference – Part 1

Plan Number	Plot No	Description of Land with extent stated in Square Metres	Interest/R ight to be Acquired	Category 1 Owners			Category 2 Owners
				Owner	Lessees/Tenants	Occupier	
SHEET 103 SHEET 32 SHEET 33	973	35194 square metres of Green Space south of Kennels Lane, Farnborough.	Class 2, 3 and 4	QinetiQ Limited (03796233). Malcom Andrew Coffin (Director). Cody Technology Park, Ively Road, Farnborough, Surrey, GU14 0LX.		QinetiQ Limited (03796233). Malcom Andrew Coffin (Director). Cody Technology Park, Ively Road, Farnborough, Surrey, GU14 0LX.	<p>SSE PLC (SC117119). Inveralmond House, 200 Dunkeld Road, Perth, Perthshire, PH1 3AQ - Right to install and maintain electricity apparatus.</p> <p>Southern Gas Networks PLC (05167021). St Lawrence House, Station Approach, Horley, Surrey, RH6 9HJ – Right to install and maintain gas apparatus with respect to easement dated 08/05/1996.</p> <p>Zayo Group UK Limited (03726666). 100 New Bridge Street, London, EC4V 6JA - Right to install and maintain telecommunication apparatus.</p> <p>British Telecommunications PLC (01800000). 81 Newgate Street, London, EC1A 7AJ - Right to install and maintain telecommunication apparatus.</p> <p>Openreach Limited (10690039). Kelvin House, 123 Judd Street, London, WC1H 9NP - Right to install and maintain telecommunication apparatus.</p>

Southampton to London Pipeline Project – Book of Reference – Part 1

Plan Number	Plot No	Description of Land with extent stated in Square Metres	Interest/R ight to be Acquired	Category 1 Owners			Category 2 Owners
				Owner	Lessees/Tenants	Occupier	
							<p>Vodafone Limited (01471587). Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN - Right to install and maintain telecommunication apparatus.</p> <p>Interoute Vtesse Limited (03900836). Interoute Communications Limited, 25 Canada Square, Canary Wharf, London, E14 5LQ - Right to install and maintain telecommunication apparatus.</p> <p>South East Water Limited (02679874). Rocfort Road, Snodland, Kent, ME6 5AH - Rights in respect of Easements.</p> <p>Esso Petroleum Company Limited (00026538). Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX - Rights in respect of Easements from a document dated 22/01/1974.</p>

Southampton to London Pipeline Project – Book of Reference – Part 1

Plan Number	Plot No	Description of Land with extent stated in Square Metres	Interest/R ight to be Acquired	Category 1 Owners			Category 2 Owners
				Owner	Lessees/Tenants	Occupier	
							<p>Boeing UK Limited. (09463377). 25 Victoria Street, London, SW1H 0EX - Rights in respect of Option to Purchase.</p> <p>Royal Aircraft Establishment Aero Club Limited. (00489280) QinetiQ Cody Technology Park, X46B Building, Ively Road, Farnborough, Hampshire, GU14 0LX - Rights in respect of Easements from a document dated 28/02/2007.</p> <p>The Secretary of State for Defence. Defence Infrastructure Organisation, Miss Claire Dalton. DIO, Longmoor Camp, Liss, Hampshire, GU33 6EL.- Rights in respect of Easements from a document dated 28/02/2007.</p> <p>Rushmoor Borough Council. Council Offices, Farnborough Road, Farnborough, GU14 7JU - Rights in respect of Restrictive Covenant.</p>

Southampton to London Pipeline Project – Book of Reference – Part 1

Plan Number	Plot No	Description of Land with extent stated in Square Metres	Interest/R ight to be Acquired	Category 1 Owners			Category 2 Owners
				Owner	Lessees/Tenants	Occupier	
SHEET 103 SHEET 33	991	113 square metres of Green Space, east of Whittle Roundabout, Farnborough.	Class 1, 2, 3 and 4	QinetiQ Limited (03796233). Malcom Andrew Coffin (Director). Cody Technology Park, Ively Road, Farnborough, Surrey, GU14 0LX.		QinetiQ Limited (03796233). Malcom Andrew Coffin (Director). Cody Technology Park, Ively Road, Farnborough, Surrey, GU14 0LX.	

Southampton to London Pipeline Project – Book of Reference – Part 1

Plan Number	Plot No	Description of Land with extent stated in Square Metres	Interest/Ri ght to be Acquired	Category 1 Owners			Category 2 Owners
				Owner	Lessees/Tenants	Occupier	
SHEE 116 SHEET 48	1781	1187 square metres of Green Space east of Chertsey Road, Chertsey.	Class 2, 3 and 4	Surrey County Council. County Hall, Penrhyn Road, Kingston upon Thames, Surrey, KT1 2DN.		<p>Bourne Education Trust (07768726). Epsom & Ewell High School, Ruxley Lane, Epsom, Surrey, KT19 9JW.</p> <p>Abbey Rangers Football Club. Addlestone Moor, Chertsey, Surrey, KT1 2QH.</p>	<p>UK Power Network (Operations) Limited (03870728). Newington House, 237 Southwark Bridge Road, London, SE1 6NP – Right to install and maintain electricity apparatus.</p> <p>Eso Petroleum Company Limited (00026538). Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX - Rights in respect of Easements from a document dated 24/07/1967.</p> <p>Eso Petroleum Company Limited (00026538). Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX - Rights in respect of Easements from a document dated 08/10/1971.</p> <p>Kevin John Elliott and Helen Elliott. Woburn Arms Public House, Addlestone Moor, Surrey, - Rights in respect of Lease from a document dated 11/06/2002.</p>

Southampton to London Pipeline Project – Book of Reference – Part 1

Plan Number	Plot No	Description of Land with extent stated in Square Metres	Interest/Ri ght to be Acquired	Category 1 Owners			Category 2 Owners
				Owner	Lessees/Tenants	Occupier	
SHEET 116 SHEET 48	1784 A	1149 square metres of Green Space east of Chertsey Road, Chertsey.	Class 4	Surrey County Council. County Hall, Penrhyn Road, Kingston upon Thames, Surrey, KT1 2DN.	Bourne Education Trust (07768726). Epsom & Ewell High School, Ruxley Lane. Epsom, Surrey, KT19 9JW. Abbey Rangers Football Club, Abbey Rangers Football Club. Addlestone Moor, Chertsey, Surrey, KT15 2QH.	Bourne Education Trust (07768726). Epsom & Ewell High School, Ruxley Lane. Epsom, Surrey, KT19 9JW. Abbey Rangers Football Club, Abbey Rangers Football Club. Addlestone Moor, Chertsey, Surrey, KT15 2QH.	UK Power Network (Operations) Limited (03870728), Newington House, 237 Southwark Bridge Road, London, SE1 6NP - Right to install and maintain electricity apparatus. Cadent Gas Limited (10080864). Ashbrook Court Prologis Park, Central Boulevard, Coventry, CV7 8PE - Right to install and maintain gas apparatus. British Telecommunications PLC (01800000). 81 Newgate Street, London, EC1A 7AJ - Right to install and maintain telecommunication apparatus. Openreach Limited (10690039). Kelvin House, 123 Judd Street, London, WC1H 9NP - Right to install and maintain telecommunication apparatus. Esso Petroleum Company Limited (00026538). Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX - Rights in respect of Easements from a document dated 24/07/1967.

Southampton to London Pipeline Project – Book of Reference – Part 1							
Plan Number	Plot No	Description of Land with extent stated in Square Metres	Interest/Ri ght to be Acquired	Category 1 Owners			Category 2 Owners
				Owner	Lessees/Tenants	Occupier	
							<p>Eso Petroleum Company Limited (00026538). Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX - Rights in respect of Easements from a document dated 08/10/1971.</p> <p>Kevin John Elliott and Helen Elliott. Woburn Arms Public House, Addlestone Moor, Surrey, - Rights in respect of Lease from a document dated 11/06/2002.</p>

Southampton to London Pipeline Project – Book of Reference – Part 1

Plan Number	Plot No	Description of Land with extent stated in Square Metres	Interest/Right to be Acquired	Category 1 Owners			Category 2 Owners
				Owner	Lessees/Tenants	Occupier	
SHEET 116 SHEET 48	1784 B	396 square metres of Green Space east of Chertsey Road, Chertsey.	Class 2, 3 and 4	Surrey County Council. County Hall, Penrhyn Road, Kingston upon Thames, Surrey, KT1 2DN.		Bourne Education Trust (07768726). Epsom & Ewell High School, Ruxley Lane. Epsom, Surrey, KT19 9JW. Abbey Rangers Football Club, Abbey Rangers Football Club. Addlestone Moor, Chertsey, Surrey, KT15 2QH.	

Southampton to London Pipeline Project – Book of Reference – Part 1

Plan Number	Plot No	Description of Land with extent stated in Square Metres	Interest/Ri ght to be Acquired	Category 1 Owners			Category 2 Owners
				Owner	Lessees/Tenants	Occupier	
SHEET 116 SHEET 48 SHEET 49	1786 A	3975 square metres of Green Space west of Philip Southcote School and adjacent to the Bourne, Addlestone.	Class 4	Surrey County Council. County Hall, Penrhyn Road, Kingston-Upon-Thames, Surrey, KT1 2DN.	Bourne Education Trust (07768726). Epsom & Ewell High School, Ruxley Lane, Epsom, Surrey, KT19 9JW. Abbey Rangers Football Club, Abbey Rangers Football Club. Addlestone Moor, Chertsey, Surrey, KT15 2QH.	Bourne Education Trust (07768726). Epsom & Ewell High School, Ruxley Lane, Epsom, Surrey, KT19 9JW. Abbey Rangers Football Club, Abbey Rangers Football Club. Addlestone Moor, Chertsey, Surrey, KT15 2QH.	UK Power Network (Operations) Limited (03870728). Newington House, 237 Southwark Bridge Road, London, SE1 6NP – Right to install and maintain electricity apparatus. Cadent Gas Limited (10080864). Ashbrook Court Prologis Park, Central Boulevard, Coventry, CV7 8PE – Rights to install and maintain gas apparatus. British Telecommunications PLC (01800000). 81 Newgate Street, London, EC1A 7AJ - Right to install and maintain telecommunication apparatus. Openreach Limited (10690039). Kelvin House, 123 Judd Street, London, WC1H 9NP - Right to install and maintain telecommunication apparatus. Esso Petroleum Company Limited (00026538). Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX - Rights in respect of Easements from a document dated 24/07/1967.

Southampton to London Pipeline Project – Book of Reference – Part 1

Plan Number	Plot No	Description of Land with extent stated in Square Metres	Interest/Ri ght to be Acquired	Category 1 Owners			Category 2 Owners
				Owner	Lessees/Tenants	Occupier	
							<p>Esso Petroleum Company Limited (00026538). Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX - Rights in respect of Easements from a document dated 08/10/1971.</p> <p>Kevin John Elliott and Helen Elliott. Woburn Arms Public House, Addlestone Moor, Surrey, - Rights in respect of Lease from a document dated 11/06/2002.</p>
SHEET 116 SHEET 48 SHEET 49	1786 B	722 square metres of Green Space west of Philip Southcote School and adjacent to the Bourne, Addlestone.	Class 2, 3 and 4	Surrey County Council. County Hall, Penrhyn Road, Kingston-Upon-Thames, Surrey, KT1 2DN.	<p>Bourne Education Trust (07768726). Epsom & Ewell High School, Ruxley Lane, Epsom, Surrey, KT19 9JW.</p> <p>Abbey Rangers Football Club, Abbey Rangers Football Club. Addlestone Moor, Chertsey, Surrey, KT15 2QH.</p>	<p>Bourne Education Trust (07768726). Epsom & Ewell High School, Ruxley Lane, Epsom, Surrey, KT19 9JW.</p> <p>Abbey Rangers Football Club, Abbey Rangers Football Club. Addlestone Moor, Chertsey, Surrey, KT15 2QH.</p>	

Southampton to London Pipeline Project – Book of Reference – Part 1

Plan Number	Plot No	Description of Land with extent stated in Square Metres	Interest/Ri ght to be Acquired	Category 1 Owners			Category 2 Owners
				Owner	Lessees/Tenants	Occupier	
SHEET 116 SHEET 48 SHEET 49	1787	18337 square metres of Green Space west of Philip Southcote School and adjacent to the Bourne, Addlestone.	Class 2, 3 and 4	Surrey County Council. County Hall, Penrhyn Road, Kingston-Upon-Thames, Surrey, KT1 2DN.	<p>Bourne Education Trust (07768726). Epsom & Ewell High School, Ruxley Lane, Epsom, Surrey, KT19 9JW.</p> <p>Abbey Rangers Football Club, Abbey Rangers Football Club. Addlestone Moor, Chertsey, Surrey, KT15 2QH.</p>	<p>Bourne Education Trust (07768726). Epsom & Ewell High School, Ruxley Lane, Epsom, Surrey, KT19 9JW.</p> <p>Abbey Rangers Football Club, Abbey Rangers Football Club. Addlestone Moor, Chertsey, Surrey, KT15 2QH.</p>	<p>UK Power Network (Operations) Limited (03870728). Newington House, 237 Southwark Bridge Road, London, SE1 6NP – Right to install and maintain electricity apparatus.</p> <p>Cadent Gas Limited (10080864). Ashbrook Court Prologis Park, Central Boulevard, Coventry, CV7 8PE – Rights to install and maintain gas apparatus.</p> <p>British Telecommunications PLC (01800000). 81 Newgate Street, London, EC1A 7AJ - Right to install and maintain telecommunication apparatus.</p> <p>Openreach Limited (10690039). Kelvin House, 123 Judd Street, London, WC1H 9NP - Right to install and maintain telecommunication apparatus.</p> <p>Esso Petroleum Company Limited (00026538). Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX - Rights in respect of Easements from a document dated 24/07/1967.</p>

Southampton to London Pipeline Project – Book of Reference – Part 1							
Plan Number	Plot No	Description of Land with extent stated in Square Metres	Interest/Right to be Acquired	Category 1 Owners			Category 2 Owners
				Owner	Lessees/Tenants	Occupier	
							<p>Eso Petroleum Company Limited (00026538). Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX - Rights in respect of Easements from a document dated 08/10/1971.</p> <p>Kevin John Elliott and Helen Elliott. Woburn Arms Public House, Addlestone Moor, Surrey, - Rights in respect of Lease from a document dated 11/06/2002.</p>

Southampton to London Pipeline Project – Book of Reference – Part 3			
Plan Number	Plot No	Description of Land with extent stated in square metres	Persons entitled to enjoy easements or private rights over land
SHEET 6 SHEET 7	228	5466 square metres of Track off Lower Preshaw Lane, Bishops Waltham.	<p>British Telecommunications PLC (01800000., 81 Newgate Street, London, EC1A 7AJ - Right to install and maintain telecommunication apparatus.</p> <p>Openreach Limited (10690039). Kelvin House, 123 Judd Street, London, WC1H 9NP - Right to install and maintain telecommunication apparatus.</p> <p>Southern Gas Networks PLC (05167021). St Lawrence House, Station Approach, Horley, Surrey, RH6 9HJ - Right to install and maintain gas apparatus.</p> <p>Esso Petroleum Company Limited (00026538). Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX - Rights in respect of Easements from a document dated 16/10/1962.</p> <p>Esso Petroleum Company Limited (00026538). Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX- Rights in respect of Easements from a document dated 04/08/1969.</p> <p>Unknown Beneficiary - Rights in respect of Restrictive Covenant from a document dated 24/10/1980.</p> <p>Unknown Beneficiary - Rights in respect of Restrictive Covenant from a document dated 05/02/1981.</p> <p>Unknown Beneficiary - Rights in respect of Restrictive Covenant from a document dated 03/12/1990.</p>

Southampton to London Pipeline Project – Book of Reference – Part 3			
Plan Number	Plot No	Description of Land with extent stated in square metres	Persons entitled to enjoy easements or private rights over land
SHEET 7	231 A	2266 square metres of Agricultural Land east of Lower Preshaw Lane, Bishops Waltham.	<p>Southern Gas Networks PLC (05167021). St Lawrence House, Station Approach, Horley, Surrey, RH6 9HJ - Right to install and maintain gas apparatus.</p> <p>Esso Petroleum Company Limited (00026538). Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX - Rights in respect of Easements from a document dated 16/10/1962.</p> <p>Esso Petroleum Company Limited (00026538). Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX - Rights in respect of Easements from a document dated 04/08/1969.</p> <p>Unknown Beneficiary - Rights in respect of Restrictive Covenant from a document dated 24/10/1980.</p> <p>Unknown Beneficiary - Rights in respect of Restrictive Covenant from a document dated 05/02/1981.</p> <p>Unknown Beneficiary - Rights in respect of Restrictive Covenant from a document dated 03/12/1990.</p>

Southampton to London Pipeline Project – Book of Reference – Part 3			
Plan Number	Plot No	Description of Land with extent stated in square metres	Persons entitled to enjoy easements or private rights over land
SHEET 7	231 C	50 square metres of Agricultural Land east of Lower Preshaw Lane, Bishops Waltham.	<p>Southern Gas Networks PLC (05167021). St Lawrence House, Station Approach, Horley, Surrey, RH6 9HJ - Right to install and maintain gas apparatus.</p> <p>Esso Petroleum Company Limited (00026538). Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX - Rights in respect of Easements from a document dated 16/10/1962.</p> <p>Esso Petroleum Company Limited (00026538). Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX - Rights in respect of Easements from a document dated 04/08/1969.</p> <p>Unknown Beneficiary - Rights in respect of Restrictive Covenant from a document dated 24/10/1980.</p> <p>Unknown Beneficiary - Rights in respect of Restrictive Covenant from a document dated 05/02/1981.</p> <p>Unknown Beneficiary - Rights in respect of Restrictive Covenant from a document dated 03/12/1990.</p>

Southampton to London Pipeline Project – Book of Reference – Part 3			
Plan Number	Plot No	Description of Land with extent stated in square metres	Persons entitled to enjoy easements or private rights over land
SHEET 103 SHEET 32 SHEET 33	973	35161 square metres of Green Space south of Kennels Lane, Farnborough.	<p>SSE PLC (SC117119). Inveralmond House, 200 Dunkeld Road, Perth, Perthshire, PH1 3AQ - Right to install and maintain electricity apparatus.</p> <p>Southern Gas Networks PLC (05167021). St Lawrence House, Station Approach, Horley, Surrey, RH6 9HJ - Right to install and maintain gas apparatus with respect to easement dated 08/05/1996.</p> <p>Zayo Group UK Limited (03726666). 100 New Bridge Street, London, EC4V 6JA - Right to install and maintain telecommunication apparatus.</p> <p>British Telecommunications PLC (01800000). 81 Newgate Street, London, EC1A 7AJ - Right to install and maintain telecommunication apparatus.</p> <p>Openreach Limited (10690039). Kelvin House, 123 Judd Street, London, WC1H 9NP - Right to install and maintain telecommunication apparatus.</p> <p>Vodafone Limited (01471587). Vodafone House, The Connection, Newbury, Berkshire, RG14 2FN - Right to install and maintain telecommunication apparatus.</p> <p>Interoute Vtesse Limited (03900836). Interoute Communications Limited, 25 Canada Square, Canary Wharf, London, E14 5LQ - Right to install and maintain telecommunication apparatus.</p> <p>South East Water Limited (02679874). Rocfort Road, Snodland, Kent, ME6 5AH - Rights in respect of Easements.</p> <p>Esso Petroleum Company Limited (00026538). Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX - Rights in respect of Easements from a document dated 22/01/1974.</p> <p>Boeing UK Limited. (09463377). 25 Victoria Street, London, SW1H 0EX - Rights in respect of Option to Purchase.</p> <p>Royal Aircraft Establishment Aero Club Limited. (00489280) QinetiQ Cody Technology Park, X46B Building, Ively Road, Farnborough, Hampshire, GU14 0LX - Rights in respect of Easements from a document dated 28/02/2007.</p>

Southampton to London Pipeline Project – Book of Reference – Part 3			
Plan Number	Plot No	Description of Land with extent stated in square metres	Persons entitled to enjoy easements or private rights over land
			The Secretary of State for Defence. Defence Infrastructure Organisation, Miss Claire Dalton. DIO, Longmoor Camp, Liss, Hampshire, GU33 6EL.- Rights in respect of Easements from a document dated 28/02/2007.

Southampton to London Pipeline Project – Book of Reference – Part 3			
Plan Number	Plot No	Description of Land with extent stated in square metres	Persons entitled to enjoy easements or private rights over land
SHEET 103 SHEET 33	991	147 square metres of Green Space, east of Whittle Roundabout, Farnborough.	Zayo Group UK Limited (03726666). 100 New Bridge Street, London, EC4V 6JA - Right to install and maintain telecommunication apparatus.

Southampton to London Pipeline Project – Book of Reference – Part 3

Plan Number	Plot No	Description of Land with extent stated in square metres	Persons entitled to enjoy easements or private rights over land
SHEET 116 SHEET 48	1781	1187 square metres of Green Space east of Chertsey Road, Chertsey.	<p>UK Power Network (Operations) Limited (03870728) , Newington House, 237 Southwark Bridge Road, London, SE1 6NP - Right to install and maintain electricity apparatus.</p> <p>Esso Petroleum Company Limited (00026538). Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX - Rights in respect of Easements from a document dated 24/07/1967.</p> <p>Esso Petroleum Company Limited (00026538). Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX - Rights in respect of Easements from a document dated 08/10/1971.</p>

Southampton to London Pipeline Project – Book of Reference – Part 3			
Plan Number	Plot No	Description of Land with extent stated in square metres	Persons entitled to enjoy easements or private rights over land
SHEET 116 SHEET 48	1784 A	1149 square metres of Green Space east of Chertsey Road, Chertsey.	<p>UK Power Network (Operations) Limited (03870728) , Newington House, 237 Southwark Bridge Road, London, SE1 6NP - Right to install and maintain electricity apparatus</p> <p>Cadent Gas Limited (10080864). Ashbrook Court Prologis Park, Central Boulevard, Coventry, CV7 8PE - Right to install and maintain gas apparatus</p> <p>British Telecommunications PLC (01800000). 81 Newgate Street, London, EC1A 7AJ - Right to install and maintain telecommunication apparatus</p> <p>Openreach Limited (10690039). Kelvin House, 123 Judd Street, London, WC1H 9NP - Right to install and maintain telecommunication apparatus</p> <p>Esso Petroleum Company Limited (00026538). Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX - Rights in respect of Easements from a document dated 24/07/1967.</p> <p>Esso Petroleum Company Limited (00026538). Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX - Rights in respect of Easements from a document dated 08/10/1971.</p>

Southampton to London Pipeline Project – Book of Reference – Part 3

Plan Number	Plot No	Description of Land with extent stated in square metres	Persons entitled to enjoy easements or private rights over land
SHEET 116 SHEET 48 SHEET 49	1786 A	3975 square metres of Green Space west of Philip Southcote School and adjacent to the Bourne, Addlestone.	<p>UK Power Network (Operations) Limited (03870728) , Newington House, 237 Southwark Bridge Road, London, SE1 6NP - Right to install and maintain electricity apparatus</p> <p>Cadent Gas Limited (10080864). Ashbrook Court Prologis Park, Central Boulevard, Coventry, CV7 8PE - Right to install and maintain gas apparatus</p> <p>British Telecommunications PLC (01800000). 81 Newgate Street, London, EC1A 7AJ - Right to install and maintain telecommunication apparatus</p> <p>Openreach Limited (10690039). Kelvin House, 123 Judd Street, London, WC1H 9NP - Right to install and maintain telecommunication apparatus</p> <p>Esso Petroleum Company Limited (00026538). Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX - Rights in respect of Easements from a document dated 24/07/1967.</p> <p>Esso Petroleum Company Limited (00026538). Ermyn House, Ermyn Way, Leatherhead, Surrey, KT22 8UX - Rights in respect of Easements from a document dated 08/10/1971.</p>

Southampton to London Pipeline Project – Book of Reference – Part 3

Plan Number	Plot No	Description of Land with extent stated in square metres	Persons entitled to enjoy easements or private rights over land
SHEET 116 SHEET 48 SHEET 49	1787	18337 square metres of Green Space west of Philip Southcote School and adjacent to the Bourne, Addlestone.	<p>UK Power Network (Operations) Limited (03870728) , Newington House, 237 Southwark Bridge Road, London, SE1 6NP - Right to install and maintain electricity apparatus</p> <p>Cadent Gas Limited (10080864). Ashbrook Court Prologis Park, Central Boulevard, Coventry, CV7 8PE - Right to install and maintain gas apparatus</p>

Southampton to London Pipeline Project – Book of Reference – Part 5			
Plan Number	Plot No	Description of Land with extent stated in square metres	Category of Land
SHEET 116 SHEET 48	1781	1187 square metres of Runnymede Centre, Chertsey Road, Addlestone KT15 2EP	Open space
SHEET 116 SHEET 48	1784 A	1149 square metres of Runnymede Centre, Chertsey Road, Addlestone KT15 2EP	Open space
SHEET 116 SHEET 48	1784 B	396 square metres of Runnymede Centre, Chertsey Road, Addlestone KT15 2EP	Open space
SHEET 116 SHEET 48 SHEET 49	1786 A	3975 square metres of Green Space west of Philip Southcote School and adjacent to the Bourne, Addlestone.	Open space
SHEET 116 SHEET 48 SHEET 49	1786 B	722 square metres of Green Space west of Philip Southcote School and adjacent to the Bourne, Addlestone.	Open space
SHEET 116 SHEET 48 SHEET 49	1787	18337 square metres of Green Space west of Philip Southcote School and adjacent to the Bourne, Addlestone.	Open space



Appendix 8: CAH2-13 - Updated Plans

Contents

Land Plan Sheet 7

Land Plan Sheet 33

Land Plan Sheet 48

Land Plan Sheet 103

Land Plan Sheet 116

Special Category Land Plan Sheet 48

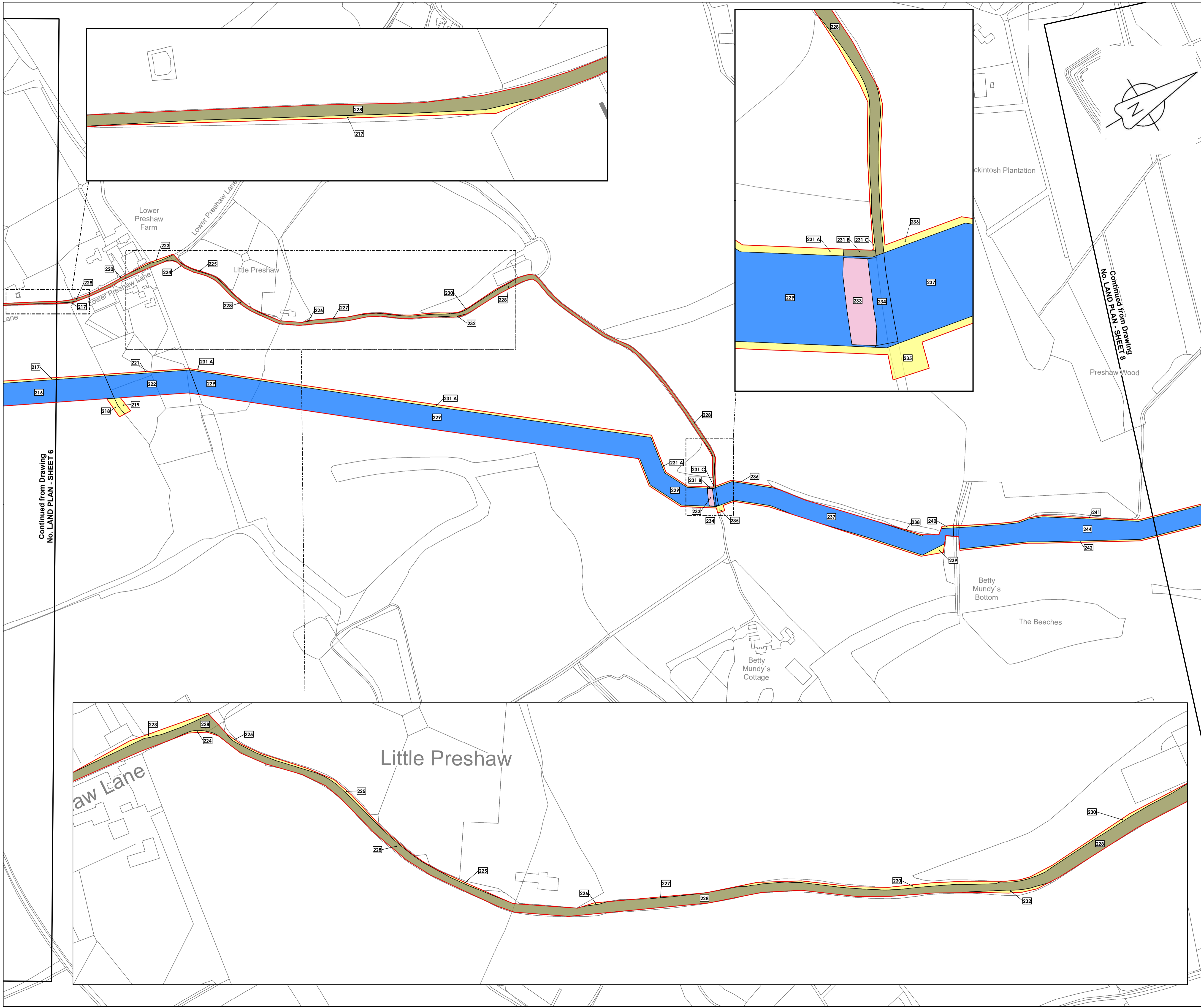
Special Category Land Plan Sheet 116

General Arrangement Plan Sheet 33

General Arrangement Plan Sheet 103

Work Plan Sheet 33

Work Plan Sheet 103



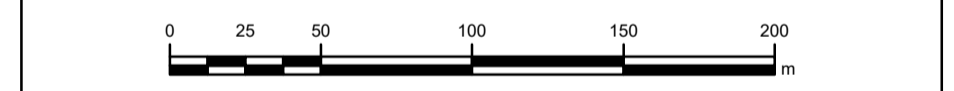
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SCALE 1:500,000

- Legend**
- Order Limits
 - Land subject to compulsory acquisition of all estates and interests as further described in para 5(a) of the Book of Reference
 - Land subject to the compulsory acquisition of permanent rights for the pipeline and associated works as further described in para 5(b) of the Book of Reference
 - Land subject to compulsory acquisition of permanent rights of access and parking as further described in para 5(c) of the Book of Reference
 - Land subject to temporary possession for construction, mitigation, access, etc as further described in para 5(d) of the Book of Reference
 - 1494 Book of Reference plot label

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C06	05-03-20	Updated in respect of changes discussed at ISH4	RW	MT	IL	AW
C05	07-02-20	Issued for Document Control Purposes only. No Changes/ Not issued.	RW	MT	IL	AW
Rev	Rev. Date	Purpose of revision	Drawn	Check	Rev'd	Apprv'd

FISHER GERMAN

The Estates Office, Norman Court
Ashby de la Zouch, Leicestershire, LE65 2UZ
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slpproject@fishergerman.co.uk

Client
Esso Petroleum Company, Limited
Ermyn House,
Ermyn Way,
Leatherhead,
Surrey,
KT22 8UX

Project

Southampton to London Pipeline Project

Drawing title
LAND PLAN SHEET 7 REGULATION 5(2)(I)

Application Number: EN070005

Drawing status - FINAL FOR ISSUE

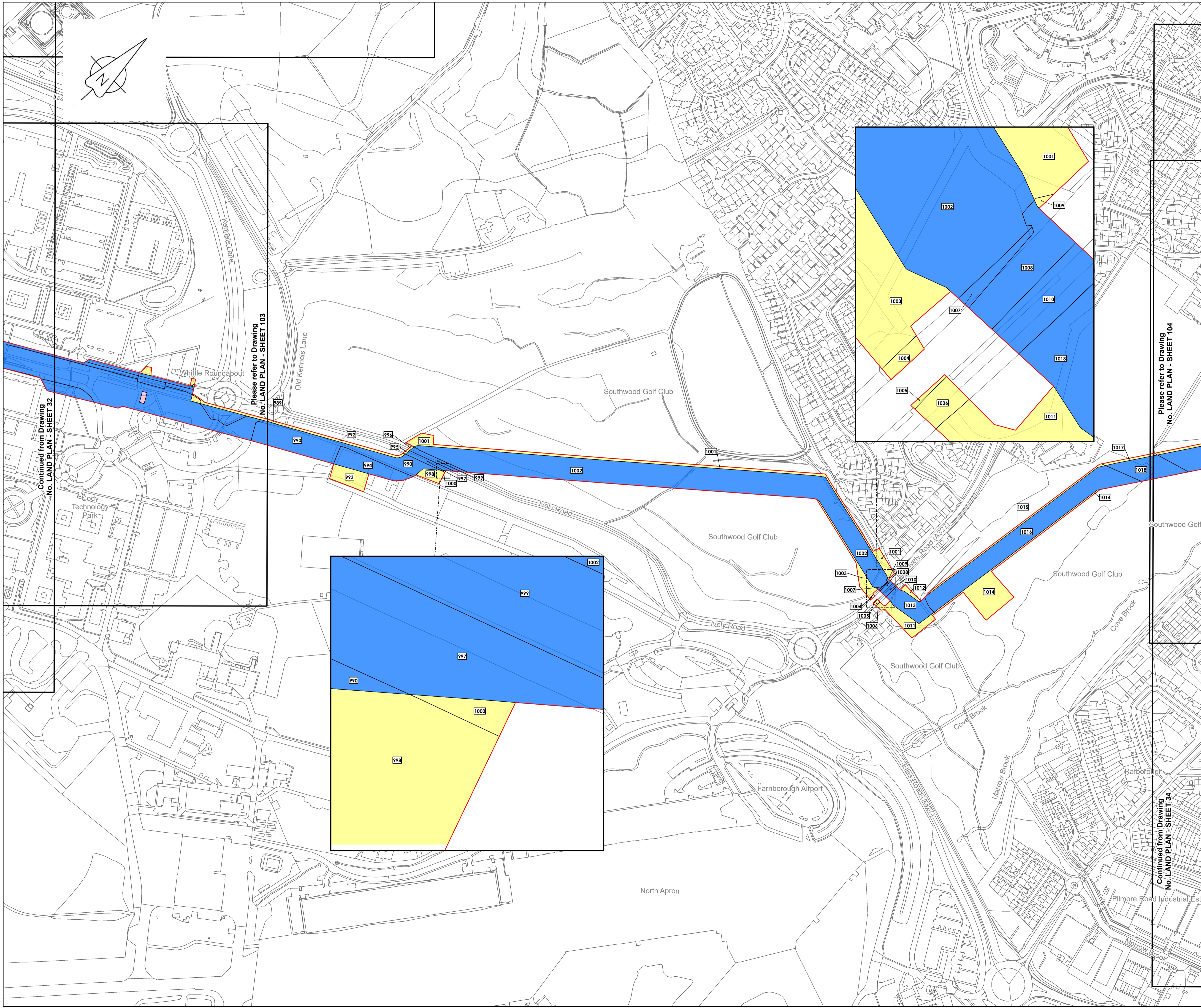
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FG No. SLP-2019-03-MT-BOR

Client No. 105124-001

Drawing Number
LAND PLAN - SHEET 7

C06



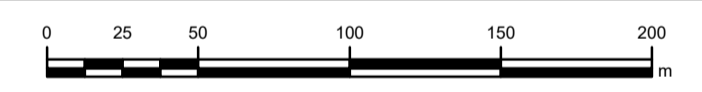
LOCATION PLAN
SCALE 1:500,000

- Legend**
- Order Limits
 - Land subject to compulsory acquisition of all estates and interests as further described in para 5(a) of the Book of Reference
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 - Land subject to compulsory acquisition of permanent rights of access and parking as further described in para 5(c) of the Book of Reference
 - Land subject to temporary possession for construction, mitigation, access, etc as further described in para 5(d) of the Book of Reference
 - 1474 Book of Reference plot label

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C06	05-03-20	Updated in respect of changes discussed at ISH4	KB	RW	IL	AW
C05	07-02-20	Updated to reflect accepted Logistic Hub non-material changes	KB	RW	IL	AW
Rev	Rev. Date	Purpose of revision	Drawn	Check	Rev'd	Apprv'd



The Estates Office, Norman Court
Ashby de la Zouch, Leicestershire, LE65 2UZ
0845 437 0383
slproject@fisherman.co.uk

Client
Esso Petroleum Company, Limited
Errymn House,
Errymn Way,
Leatherhead,
Surrey,
KT22 8UX



Drawing title
LAND PLAN SHEET 33 REGULATION 5(2)(I)

APPLICATION NUMBER: EN070005

Drawing status - FINAL FOR ISSUE

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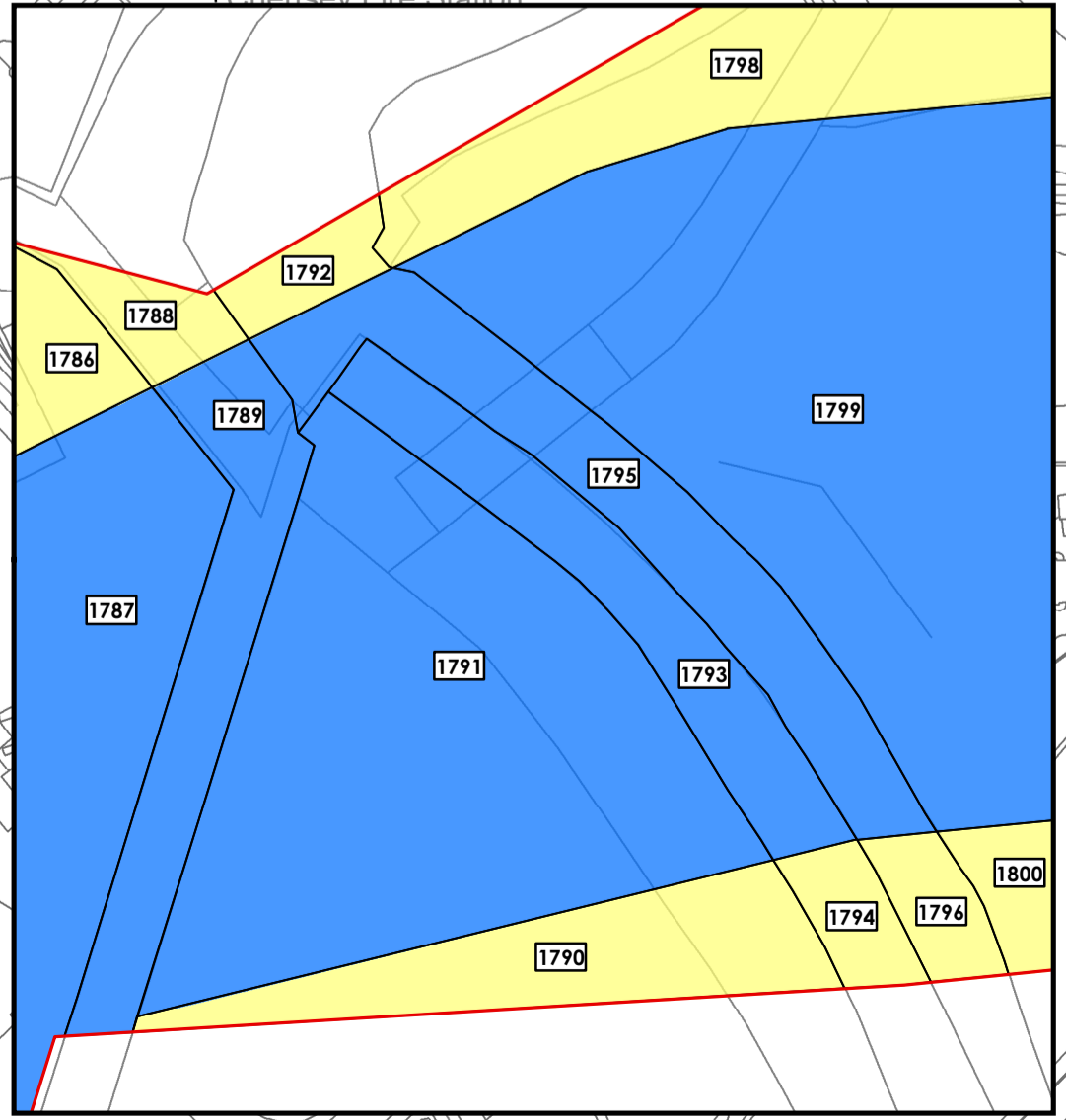
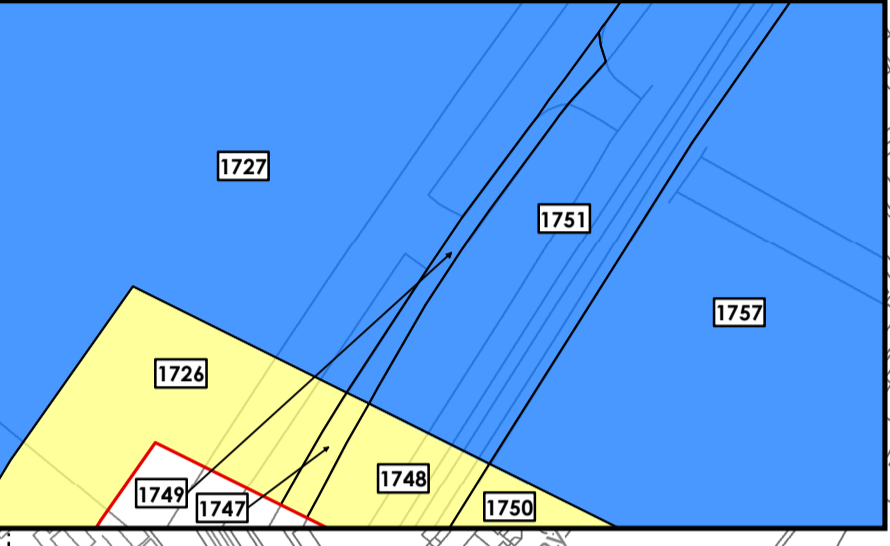
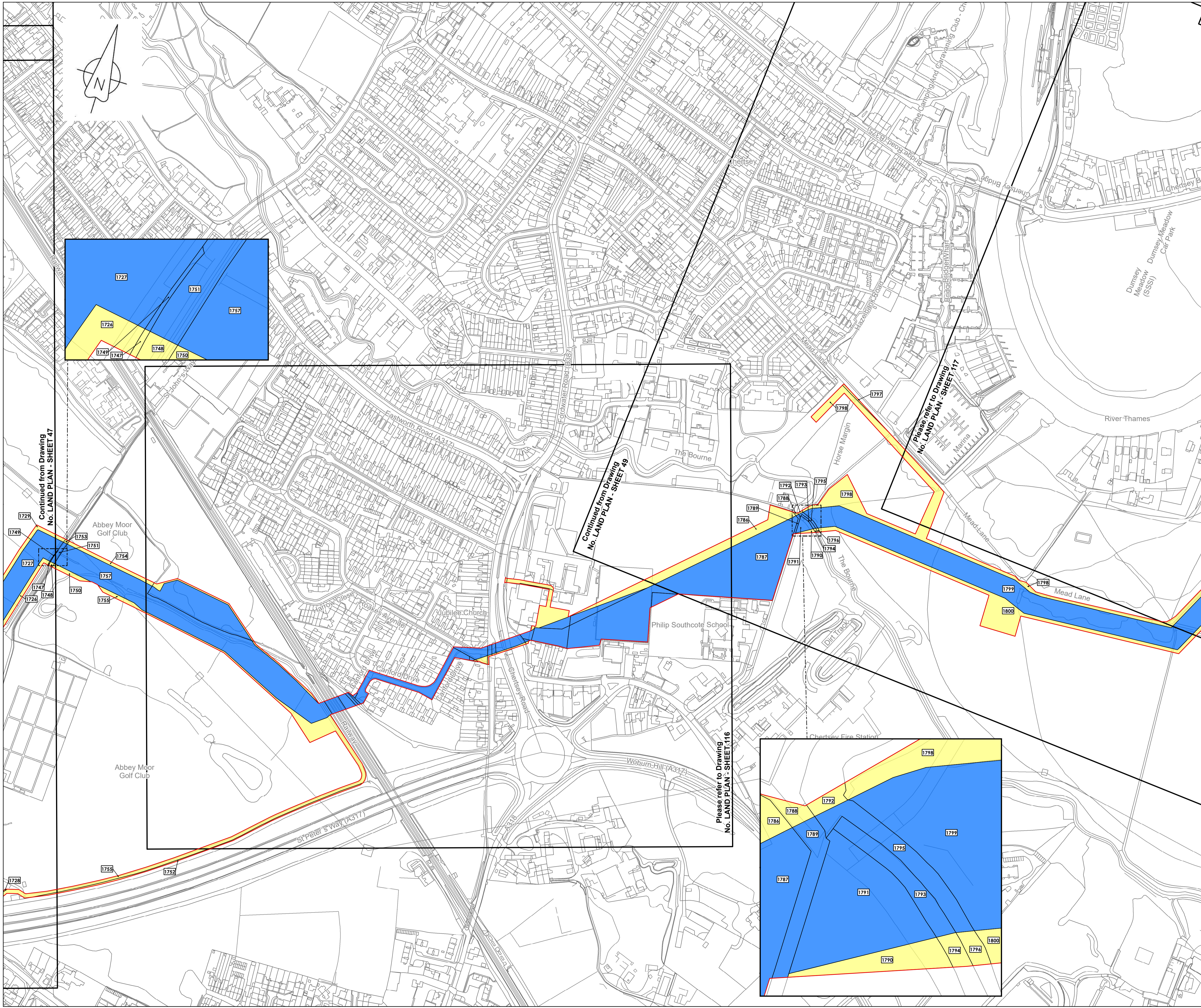
FG No. SLP-2019-03-MT-BOR

Client No. 105124-001

Drawing Number

LAND PLAN - SHEET 33

C06



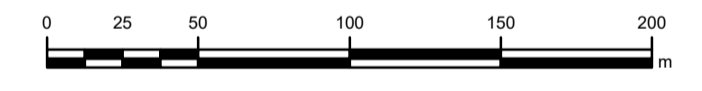
LOCATION PLAN
SCALE 1:500,000

- Legend**
- Order Limits
 - Land subject to compulsory acquisition of all estates and interests as further described in para 5(a) of the Book of Reference
 - Land subject to the compulsory acquisition of permanent rights for the pipeline and associated works as further described in para 5(b) of the Book of Reference
 - Land subject to compulsory acquisition of permanent rights of access and parking as further described in para 5(c) of the Book of Reference
 - Land subject to temporary possession for construction, mitigation, access, etc as further described in para 5(d) of the Book of Reference
 - 1494 Book of Reference plot label

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C06	05-03-20	Updated in respect of changes discussed at ISH4	RW	MT	IL	AW
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Project
 Southampton to London Pipeline Project

Drawing title
LAND PLAN SHEET 48 REGULATION 5(2)(I)

Application Number: EN070005

Drawing status - FINAL FOR ISSUE

Scale 1:2,500 @A1

FG No. SLP-2019-03-MT-BOR

Client No. 105124-001

Drawing Number
LAND PLAN - SHEET 48

C06



LOCATION PLAN
SCALE 1:500,000

- Legend**
- Order Limits
 - Land subject to compulsory acquisition of all estates and interests as further described in para 5(a) of the Book of Reference
 - Land subject to the compulsory acquisition of permanent rights for the pipeline and associated works as further described in para 5(b) of the Book of Reference
 - Land subject to compulsory acquisition of permanent rights of access and parking as further described in para 5(c) of the Book of Reference
 - Land subject to temporary possession for construction, mitigation, access, etc as further described in para 5(d) of the Book of Reference
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C05	07-02-20	Updated to reflect accepted Logistic Hub non-material changes	EP	RW	IL	AW
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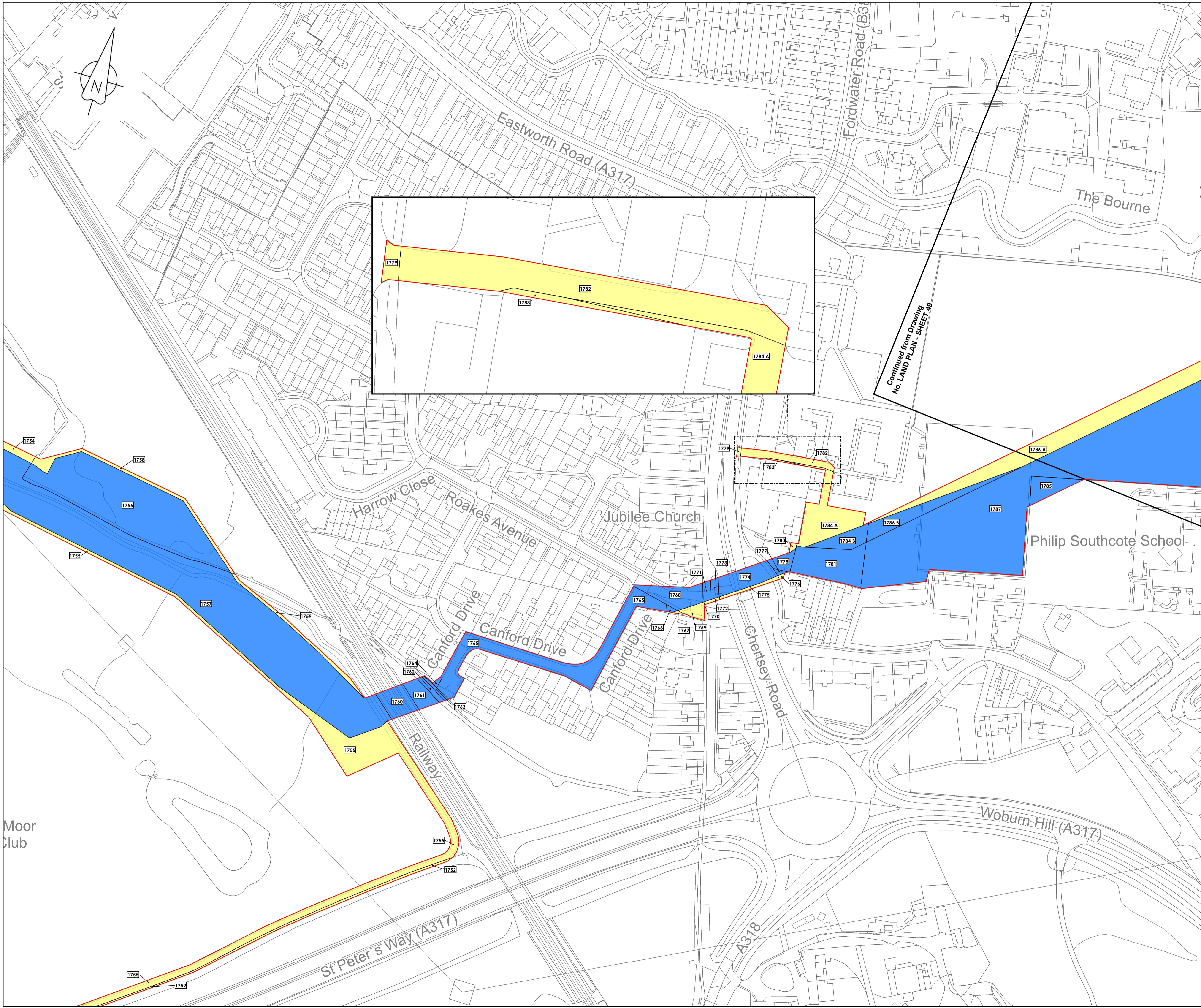
Client
Esso Petroleum Company, Limited
Errymn House,
Errymn Way,
Leatherhead,
Surrey,
KT22 8UX



Drawing title
**LAND PLAN
SHEET 103
REGULATION 5(2)(i)**

APPLICATION NUMBER: EN070005
Drawing status - FINAL FOR ISSUE
Scale 1:1,250 @A1
FG No. SLP-2019-03-MT-BOR
Client No. 105124-001
Drawing Number
LAND PLAN - SHEET 103

C06



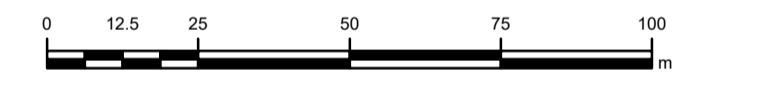
LOCATION PLAN
SCALE 1:500,000

- Legend**
- Order Limits
 - Land subject to compulsory acquisition of all estates and interests as further described in para 5(a) of the Book of Reference
 - Land subject to the compulsory acquisition of permanent rights for the pipeline and associated works as further described in para 5(b) of the Book of Reference
 - Land subject to compulsory acquisition of permanent rights of access and parking as further described in para 5(c) of the Book of Reference
 - Land subject to temporary possession for construction, mitigation, access, etc as further described in para 5(d) of the Book of Reference
 - 1494 Book of Reference plot label

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 Southampton to London Pipeline Project

Drawing title
**LAND PLAN
SHEET 116
REGULATION 5(2)(i)**

Application Number: **EN070005**

Drawing status - FINAL FOR ISSUE

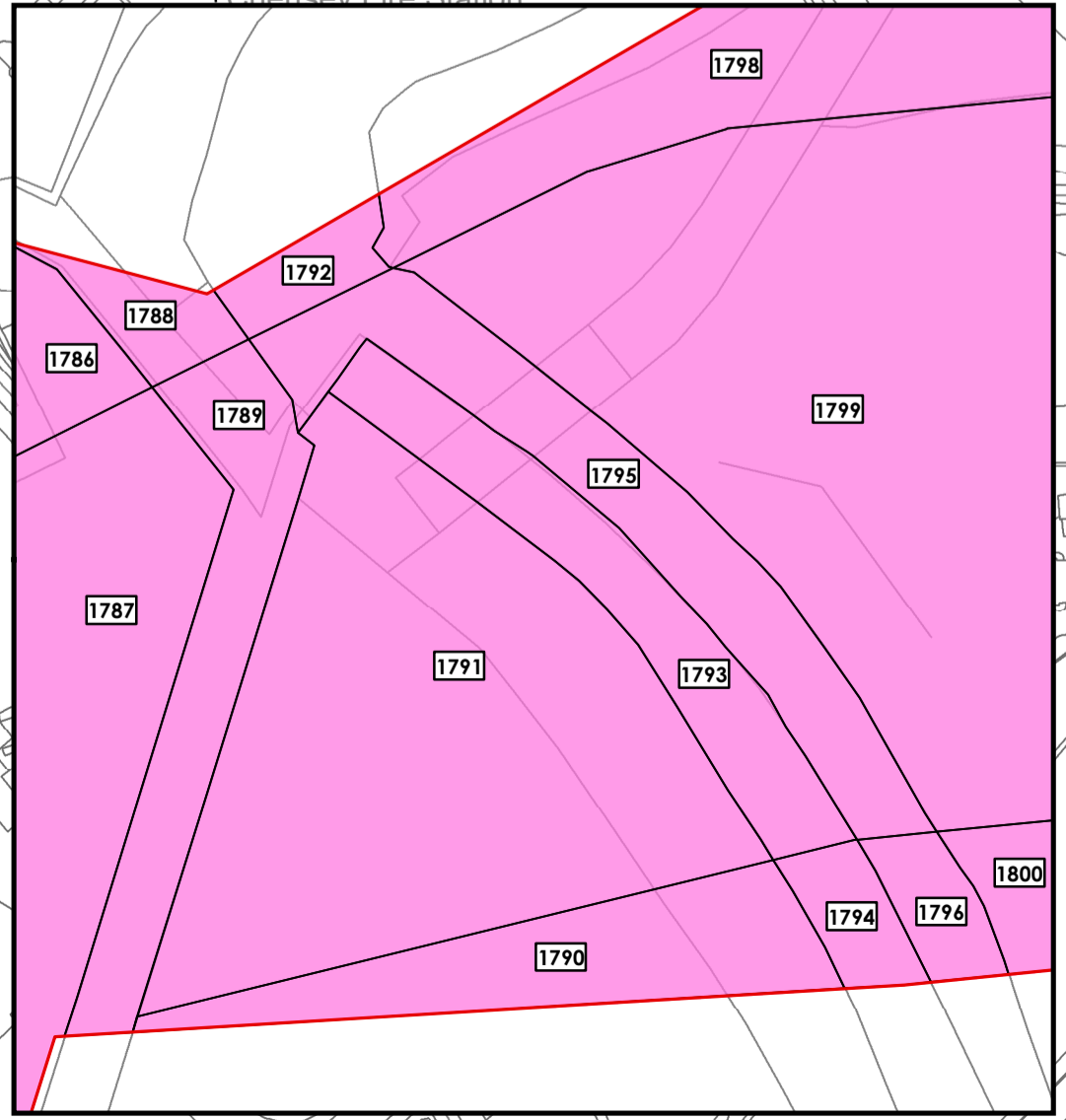
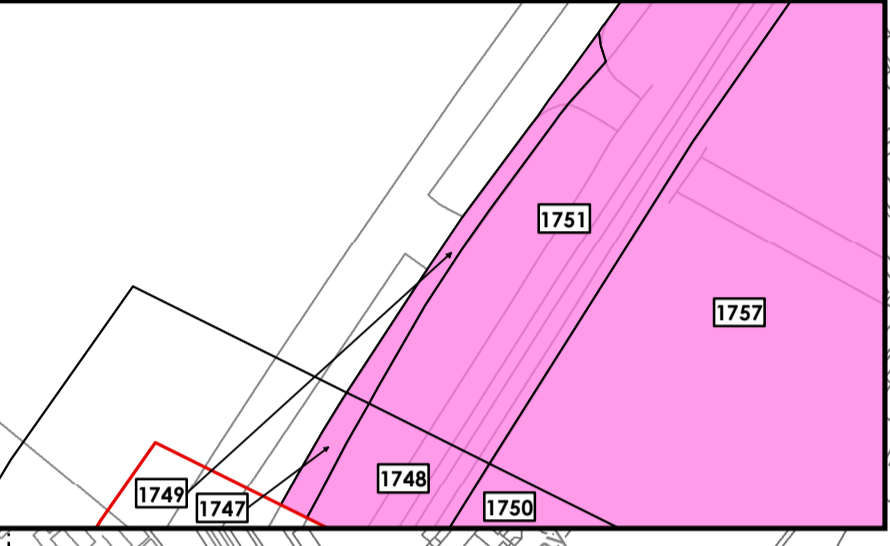
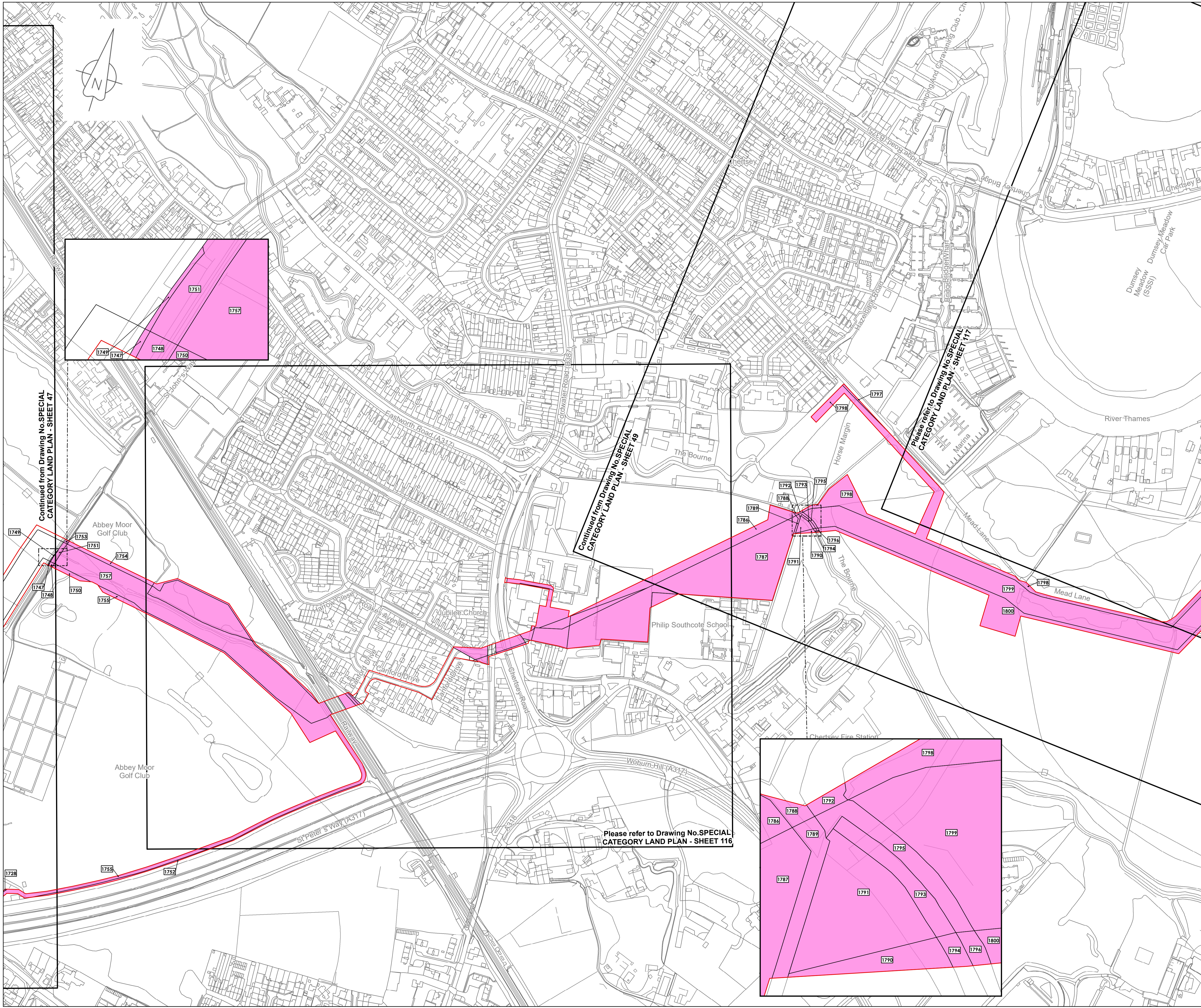
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FG No. SLP-2019-03-MT-BOR

Client No. 105124-001

Drawing Number
LAND PLAN - SHEET 116

C06



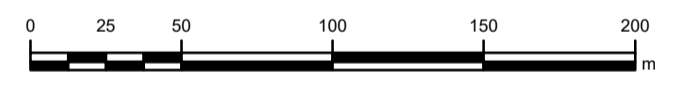
LOCATION PLAN
SCALE 1:500,000

- Legend**
- Order Limits
 - Special Category Land
 - 1749 Book of Reference plot label

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Project
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Drawing title
**SPECIAL CATEGORY LAND PLAN
SHEET 48
REGULATION 5(2)(i)**

APPLICATION NUMBER: EN070005

Drawing status - FINAL FOR ISSUE

Scale 1:2,500 @A1

FG No. SLP-2019-03-MT-BOR

Client No. 105124-001

Drawing Number
SPECIAL CATEGORY LAND PLAN - SHEET 48

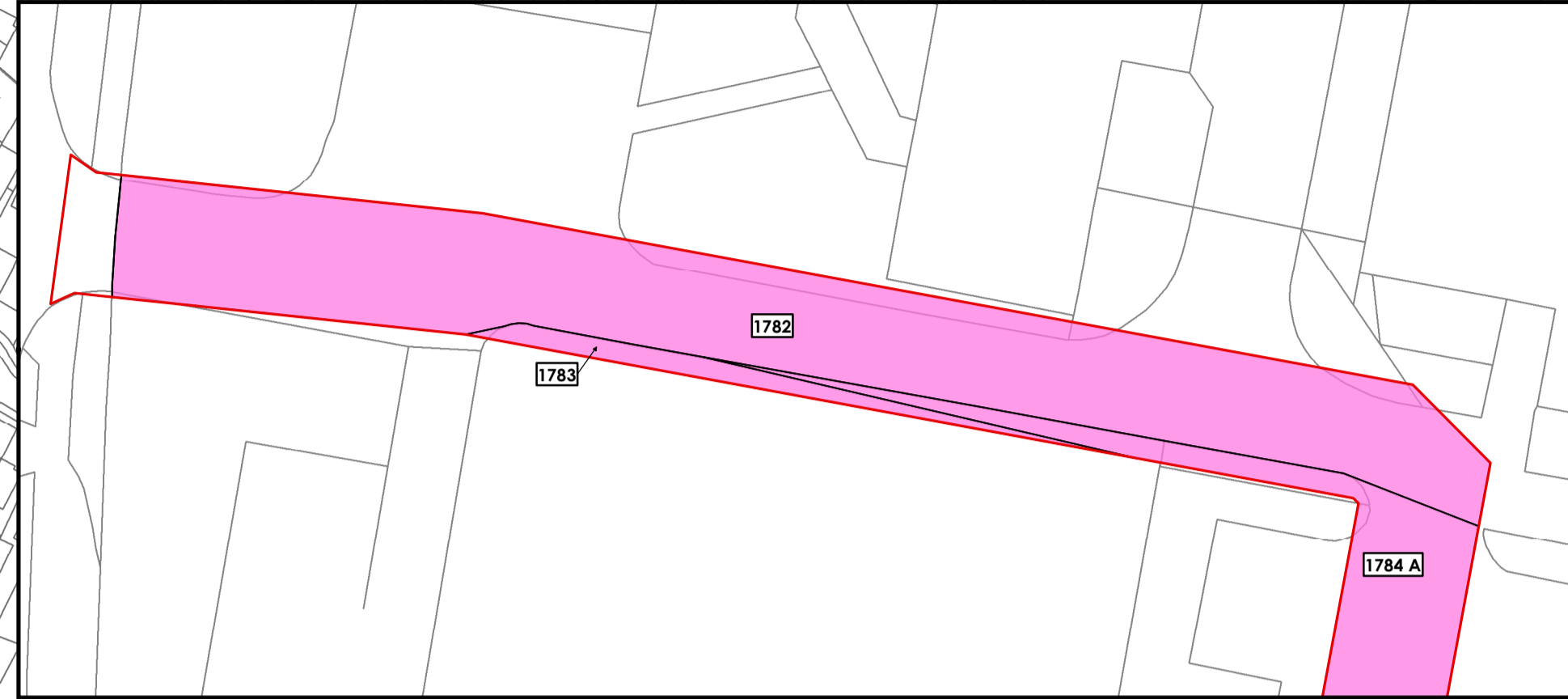
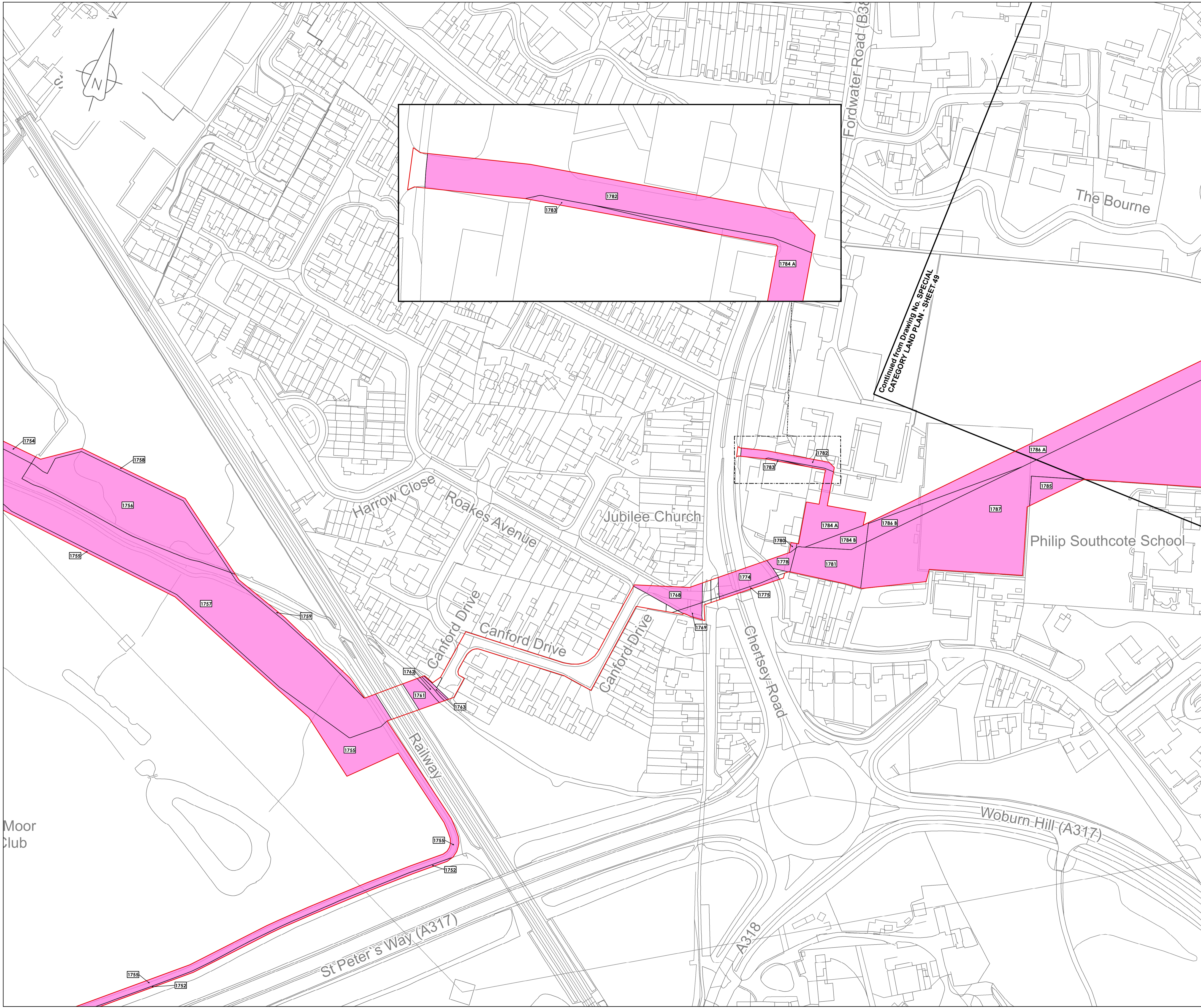
C06

Continued from Drawing No.SPECIAL CATEGORY LAND PLAN - SHEET 47

Continued from Drawing No.SPECIAL CATEGORY LAND PLAN - SHEET 49

Please refer to Drawing No.SPECIAL CATEGORY LAND PLAN - SHEET 117

Please refer to Drawing No.SPECIAL CATEGORY LAND PLAN - SHEET 116



Continued from Drawing No. SPECIAL CATEGORY LAND PLAN - SHEET 49



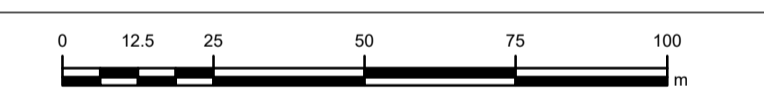
LOCATION PLAN
SCALE 1:500,000

- Legend**
- Order Limits
 - Special Category Land
 - 1494 Book of Reference plot label

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Project
 Southampton to London Pipeline Project

Drawing title
**SPECIAL CATEGORY LAND PLAN
SHEET 116
REGULATION 5(2)(i)**

APPLICATION NUMBER: EN070005

Drawing status - FINAL FOR ISSUE

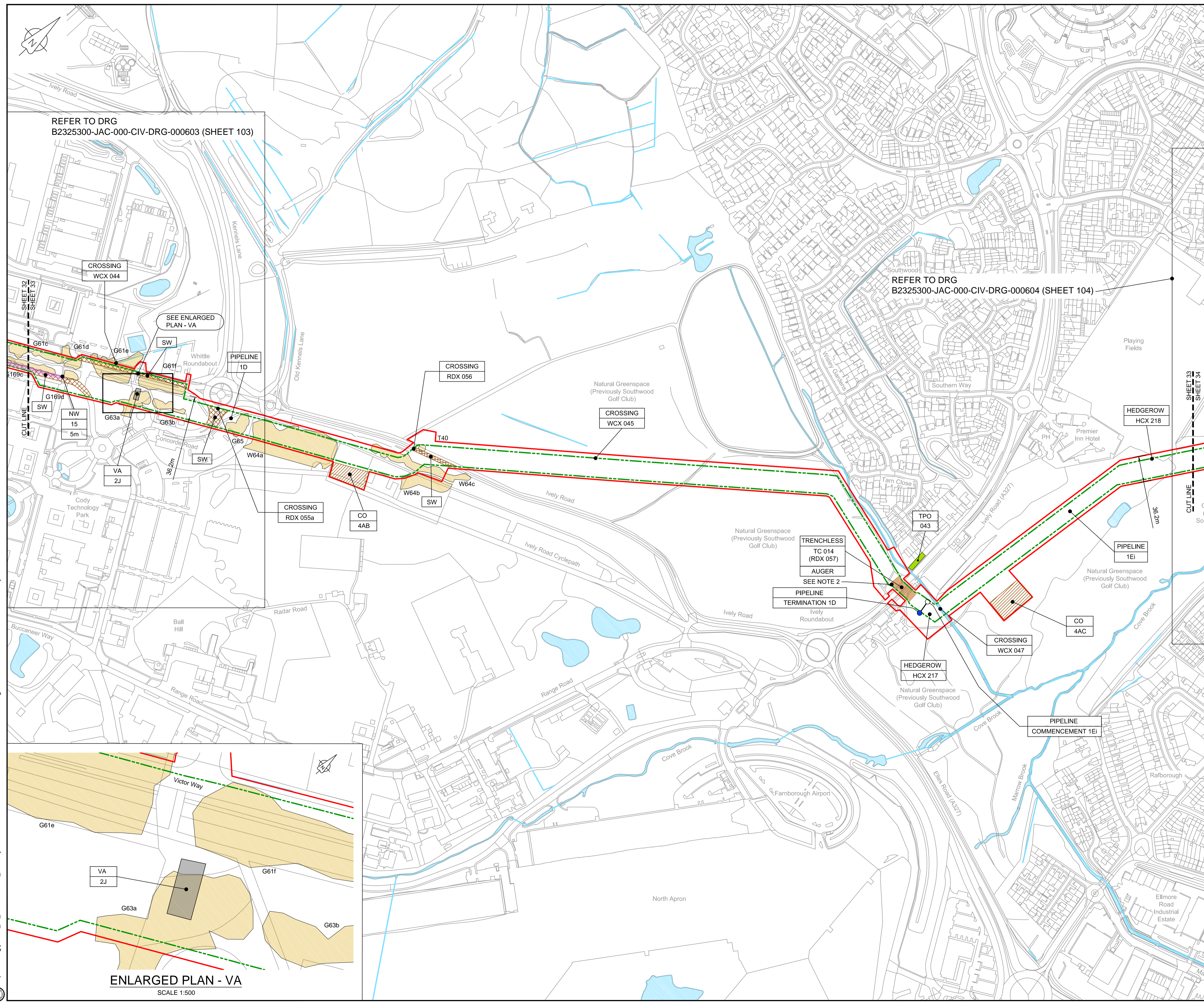
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FG No. SLP-2019-03-MT-BOR

Client No. 105124-001

Drawing Number
SPECIAL CATEGORY LAND PLAN - SHEET 116

C06



LOCATION PLAN
SCALE 1:500,000

- NOTES**
1. THIS DRAWING IS IN METRES UNLESS STATED OTHERWISE.
 2. TRENCHLESS CROSSINGS ARE INDICATIVE ONLY.
 3. NARROW WORKING WIDTH SHOWN MAY MOVE LATERALLY WITHIN ORDER LIMITS. (PLEASE REFER TO ANNEX A CoCP).

LEGEND

[Red line]	ORDER LIMITS
[Green dashed line]	LIMITS OF DEVIATION
[Purple shaded area]	INDICATIVE NARROW WORKING LOCATION (NW)
[Orange shaded area]	TRENCHLESS CROSSING (TC)
[Blue shaded area]	WATER BODIES
[Grey shaded area]	ABOVE GROUND INSTALLATION (AGI) / VALVE (VA) / PRESSURE TRANSDUCER (PT)
[Yellow hatched area]	COMPOUND (CO)
[Green circle]	TREE PRESERVATION ORDER (TPO)
[Yellow circle]	NOTABLE TREES (G = GROUP / T = TREE / W = WOODLAND); JACOBS LIST
[Cross-hatched area]	ANCIENT WOODLAND (IN RELATION TO ORDER LIMITS)
[Green shaded area]	HDD STRINGING AREA
[Orange hatched area]	STREET WORKS (SW)
[Line with dot]	DESCRIPTION
[Line with number]	ID or WORK NUMBER (if applicable)
[Line with width]	NARROW WORKING WIDTH / TRENCHLESS TECHNIQUE
[Blue circle]	COMMENCEMENT / TERMINATION OF WORKS (COMMENCEMENT = OPEN, TERMINATION = CLOSED)

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Surrey,
KT22 8UX

Project: Southampton to London Pipeline Project

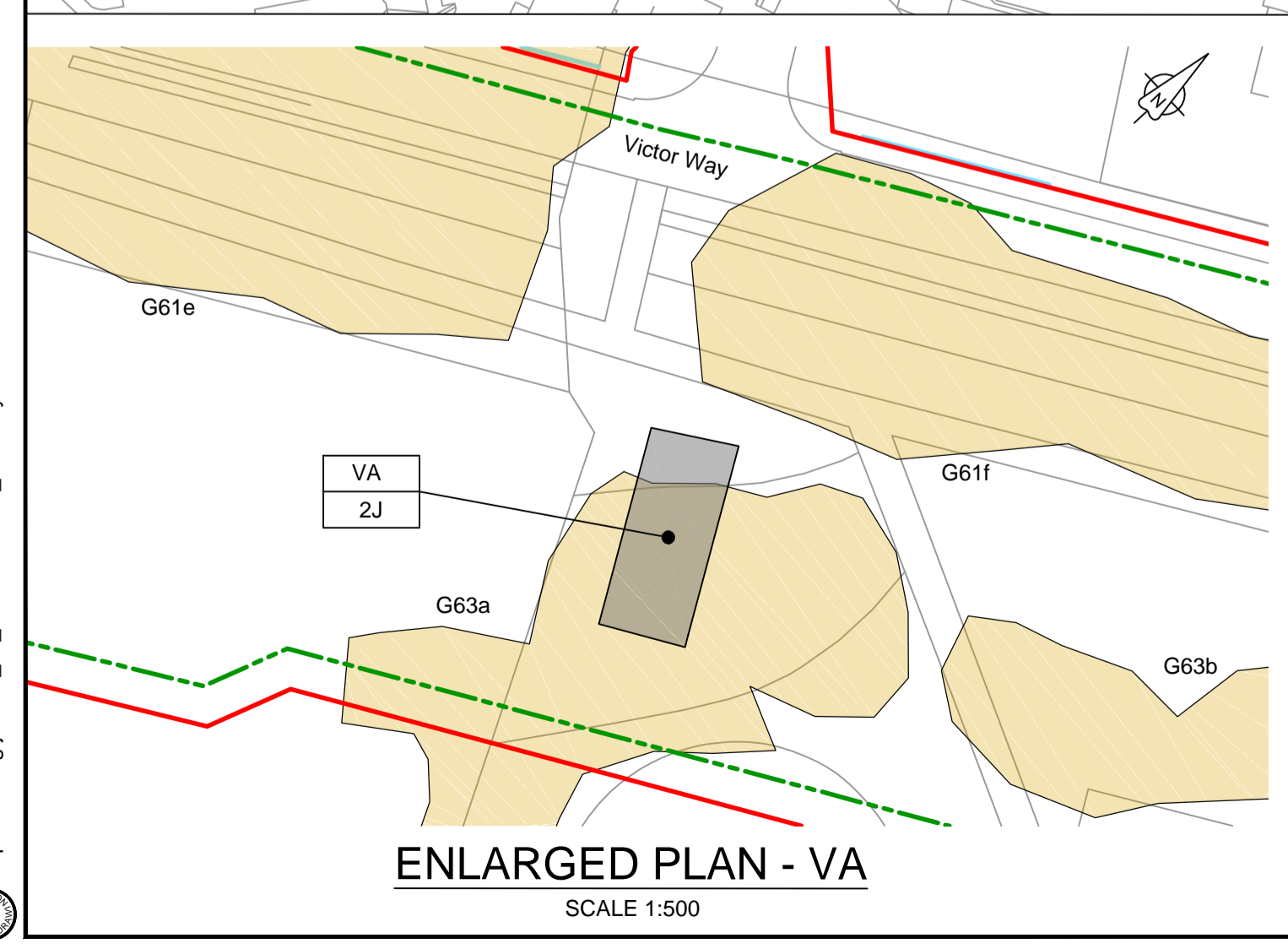
Drawing title:
**GENERAL ARRANGEMENT
SHEET 33
REGULATION 5 (2)(O)**

Drawing status: **Fit for Stage Approval**

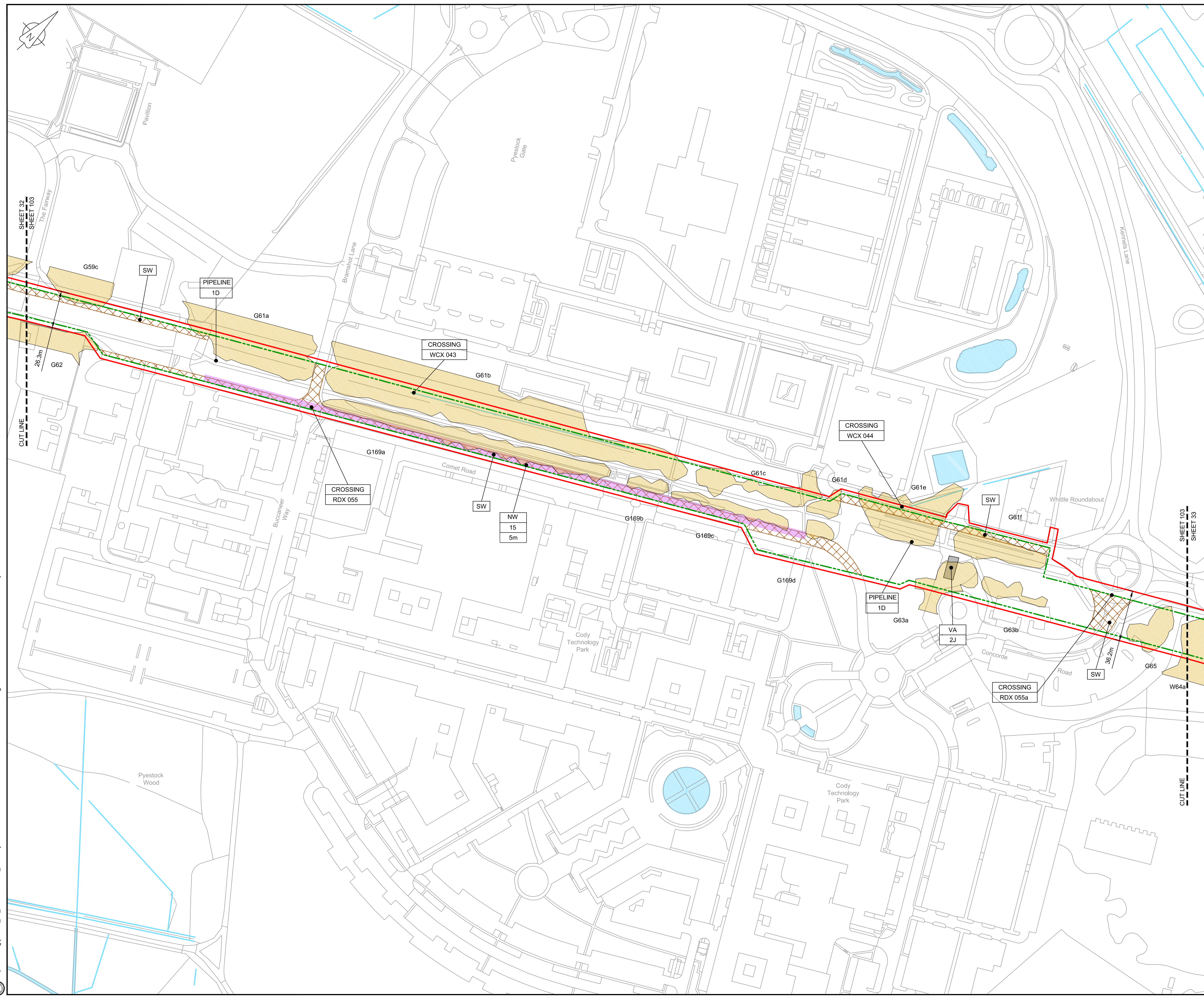
Scale	1:2500	DO NOT SCALE
Jacobs No.	B2325300	Rev
Client no.		C06

Drawing number:
B2325300-JAC-000-CIV-DRG-000543

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ENLARGED PLAN - VA
SCALE 1:500



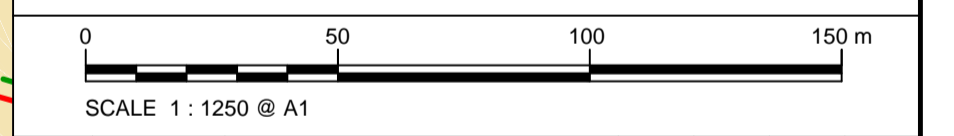
LOCATION PLAN
SCALE 1:500,000

- NOTES**
1. THIS DRAWING IS IN METRES UNLESS STATED OTHERWISE.
 2. TRENCHLESS CROSSINGS ARE INDICATIVE ONLY.
 3. NARROW WORKING WIDTH SHOWN MAY MOVE LATERALLY WITHIN ORDER LIMITS. (PLEASE REFER TO ANNEX A CoCP).

- LEGEND**
- ORDER LIMITS
 - LIMITS OF DEVIATION
 - INDICATIVE NARROW WORKING LOCATION (NW)
 - TRENCHLESS CROSSING (TC)
 - WATER BODIES
 - ABOVE GROUND INSTALLATION (AGI) / VALVE (VA) / PRESSURE TRANSDUCER (PT)
 - COMPOUND (CO)
 - TREE PRESERVATION ORDER (TPO)
 - NOTABLE TREES (G = GROUP / T = TREE / W = WOODLAND); JACOBS LIST
 - ANCIENT WOODLAND (IN RELATION TO ORDER LIMITS)
 - HDD STRINGING AREA
 - STREET WORKS (SW)
 - DESCRIPTION
 - ID or WORK NUMBER (if applicable)
 - NARROW WORKING WIDTH / TRENCHLESS TECHNIQUE
 - COMMENCEMENT / TERMINATION OF WORKS (COMMENCEMENT = OPEN, TERMINATION = CLOSED)

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C05	12/02/20	No Changes / Not Issued	KH			
C06	05/03/20	UPDATED IN RESPECT OF CHANGES DISCUSSED AT ISH4	BT	JA	ND	RS

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Project: Southampton to London Pipeline Project

Drawing title: **GENERAL ARRANGEMENT SHEET 103 REGULATION 5 (2)(O)**

Drawing status: **Fit for Stage Approval**

Scale: 1:1250 **DO NOT SCALE**

Jacobs No. B2325300 Rev. **C06**

Drawing number: **B2325300-JAC-000-CIV-DRG-000603**

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REFER TO DRG B2325300-JAC-000-CIV-DRG-000103 (SHEET 103)

REFER TO DRG B2325300-JAC-000-CIV-DRG-000104 (SHEET 104)



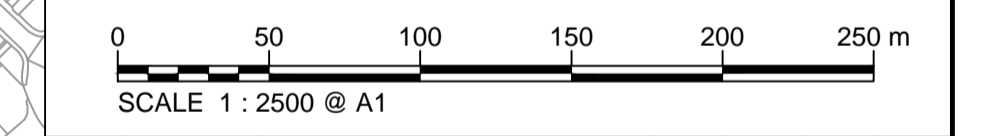
LOCATION PLAN
SCALE 1:500,000

NOTES
1. THIS DRAWING IS IN METRES UNLESS STATED OTHERWISE.

LEGEND

	ORDER LIMITS
	LIMITS OF DEVIATION
	COMPOUND (CO)
	ENVIRONMENTAL MITIGATION AREA (EM)
	ABOVE GROUND INSTALLATION (AGI) / VALVE (VA) / PRESSURE TRANSDUCER (PT)
	DESCRIPTION ID or WORK NUMBER (if applicable)
	ACCESS TEMPORARY CONSTRUCTION ACCESS
	P-ACCESS PERMANENT ACCESS
	PIPELINE COMMENCEMENT / TERMINATION OF WORKS (COMMENCEMENT = OPEN, TERMINATION = CLOSED)

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Rev	Rev. Date	Purpose of revision	Drawn	Checked	Rev'd	Appr'd	

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Client: Esso Petroleum Company, Limited
Emryn House,
Emryn Way,
Leatherhead,
Surrey,
KT22 8UX

Esso | Southampton to London Pipeline Project

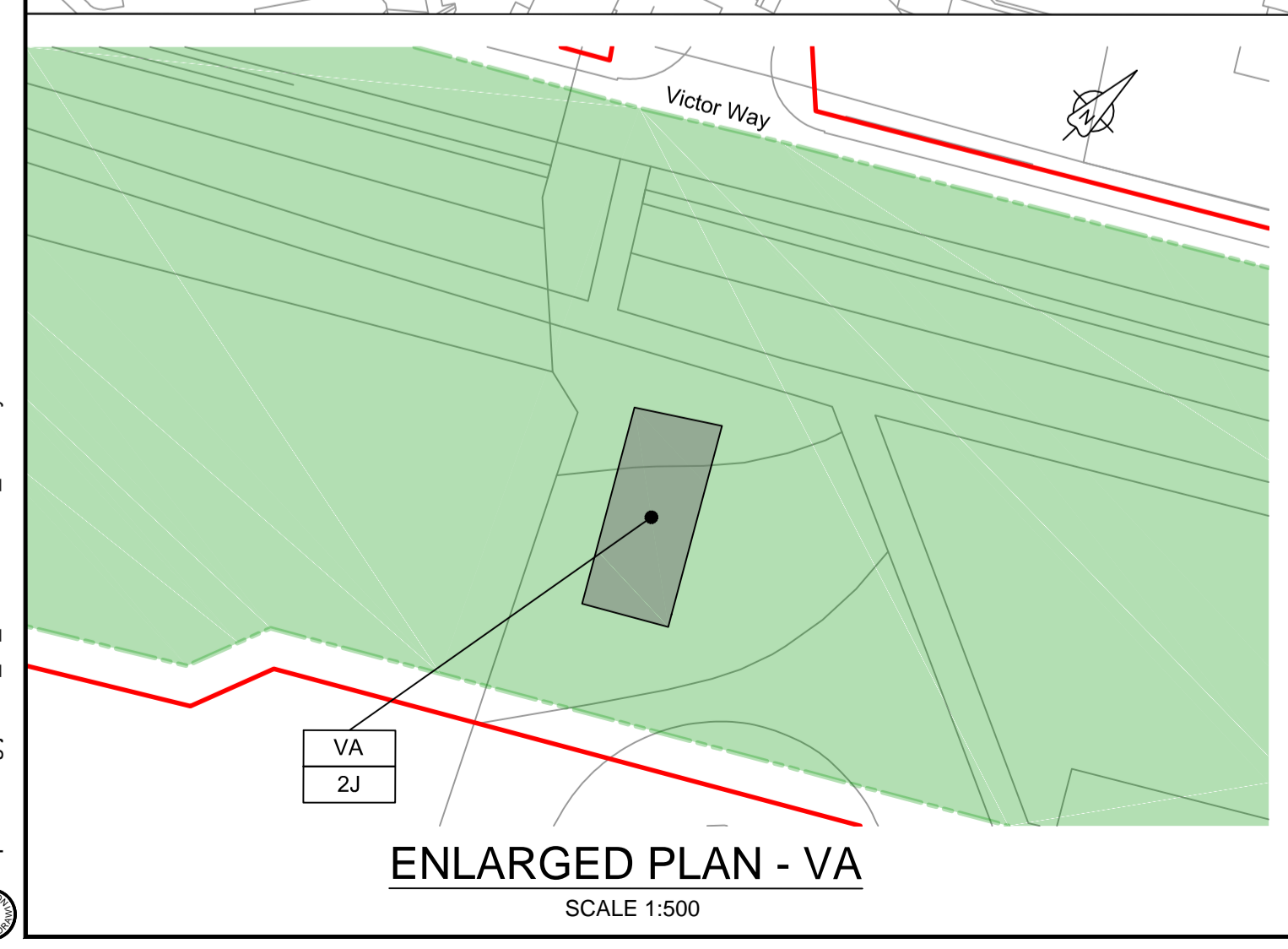
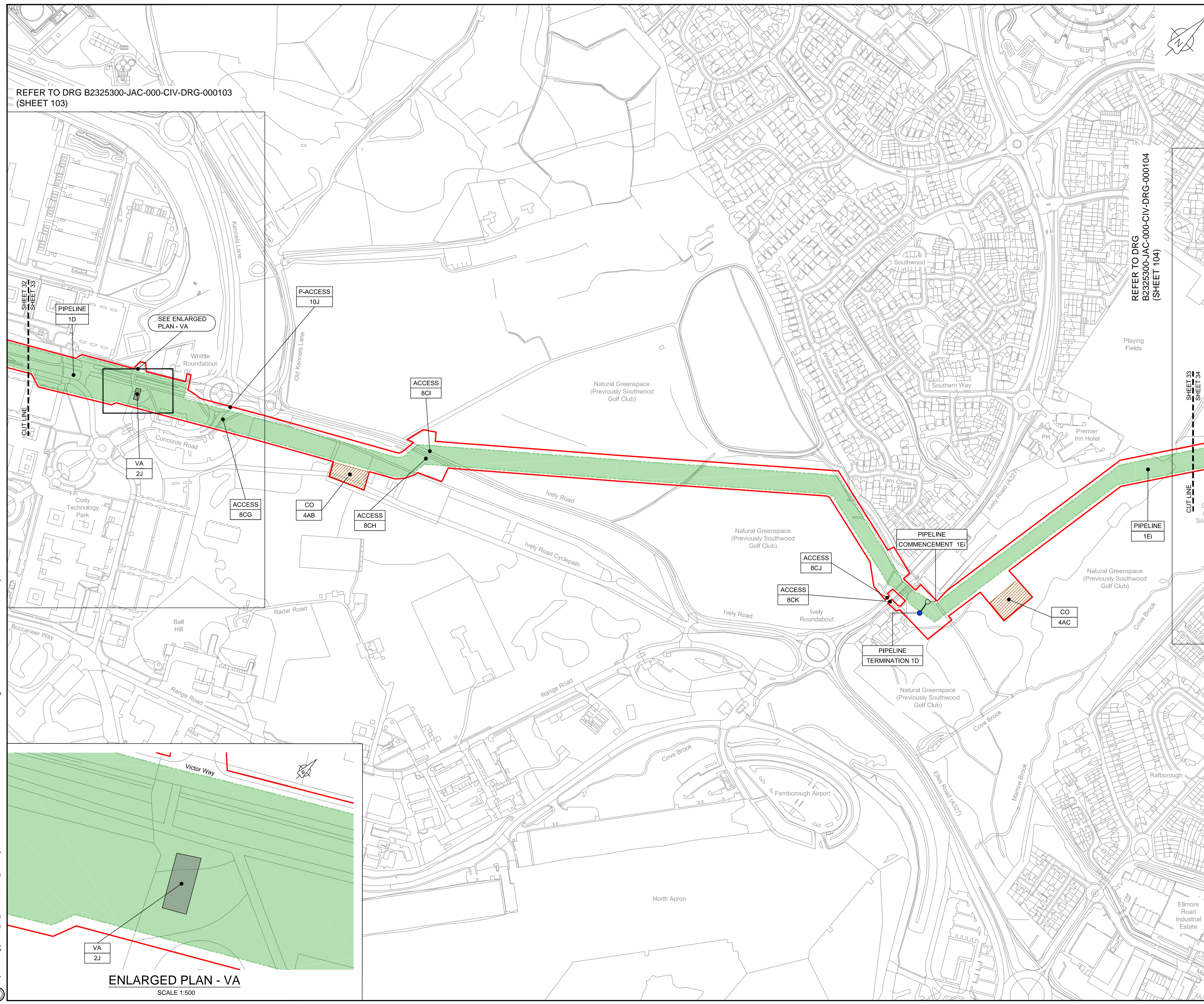
Drawing title
**WORKS PLAN
SHEET 33
REGULATION 5 (2)(J)**

Drawing status
Fit for Stage Approval

Scale	1:2500	DO NOT SCALE
Jacobs No.	B2325300	Rev
Client no.		C06

Drawing number
B2325300-JAC-000-CIV-DRG-000043

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LOCATION PLAN
SCALE 1:500,000

NOTES
1. THIS DRAWING IS IN METRES UNLESS STATED OTHERWISE.

LEGEND

	ORDER LIMITS
	LIMITS OF DEVIATION
	COMPOUND (CO)
	ENVIRONMENTAL MITIGATION AREA (EM)
	ABOVE GROUND INSTALLATION (AGI) / VALVE (VA) / PRESSURE TRANSDUCER (PT)
	DESCRIPTION
	ID or WORK NUMBER (if applicable)
	ACCESS TEMPORARY CONSTRUCTION ACCESS
	P-ACCESS PERMANENT ACCESS
	COMMENCEMENT / TERMINATION OF WORKS (COMMENCEMENT = OPEN, TERMINATION = CLOSED)

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C06	05/03/20	UPDATED IN RESPECT OF CHANGES DISCUSSED AT ISH4	BT	JA	ND	RS

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Drawing title
**WORKS PLAN
SHEET 103
REGULATION 5 (2)(J)**

Drawing status
Fit for Stage Approval

Scale	1:1250	DO NOT SCALE
Jacobs No.	B2325300	Rev
Client no.		C06

Drawing number
B2325300-JAC-000-CIV-DRG-000103

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