

## HYNET DEVELOPMENT CONSENT ORDER

### TABLE OF OUTSTANDING POINTS BETWEEN THE PARTIES IN RELATION TO PROTECTIVE PROVISIONS FOR THE BENEFIT OF ENCIRC LIMITED

1. This table accompanies the protective provisions submitted by Encirc Limited for Deadline 7.
2. The purpose of the table is to illustrate the areas of disagreement which remain between Encirc and Hynet in relation to the protective provisions and includes the reasoning for Encirc's position.

Paragraph Reference	Encirc Position	Promoter Position	Explanation of Encirc Position
2	Regardless of any provisions in this Order or anything shown on the land plans or contained in the book of reference, the undertaker must not acquire any land interest of Encirc or override any easement or interest of Encirc other than by agreement, such agreement not to be unreasonably withheld or delayed.	<del>Regardless of any provisions in this Order or anything shown on the land plans or contained in the book of reference, the undertaker must not acquire any land interest of Encirc or override any easement or interest of Encirc other than by agreement, such agreement not to be unreasonably withheld or delayed.</del>	<p>It is essential that Encirc's undertaking is not prejudiced by the compulsory acquisition of any land and/or rights and the imposition of restrictive covenants over its land. This is particularly important given the future development plans for the Encirc land.</p> <p>Encirc is negotiating with the Promoter in relation to the voluntary grant of rights for the Project and it is anticipated that these agreements will be entered into in the coming months and so therefore compulsory acquisition is not required.</p>
3(d)	comply with any reasonable conditions which Encirc may specify in relation to the undertaker's entry to the relevant property <del>but only to the extent they do not restrict or impede the ability of the undertaker to construct, operate or maintain the authorised development</del>	comply with any reasonable conditions which Encirc may specify in relation to the undertaker's entry to the relevant property <b>but only to the extent they do not restrict or impede the ability of the undertaker to construct, operate or maintain the authorised development</b>	<p>The addition of the wording preferred by the Promoter would allow them to circumvent any conditions imposed on entry by Encirc as anything could arguably impede and restrict the development (e.g. if there was a minor delay).</p> <p>Encirc requires the ability to impose conditions to ensure the safe operation of the business and to ensure that it can comply with its obligations under COMAH and as a Bonded Warehouse.</p> <p>Under the wording proposed by Encirc any conditions imposed are subject to reasonableness.</p>
7.	In respect of abnormal loads, the undertaker may use the access route over Grinsome Road, being either (a) over Plots 1-01a, 1-01, <del>1-02</del> , 1-03,	In respect of abnormal loads, the undertaker may use the access route over Grinsome Road, being either (a) over Plots 1-01a, 1-01, <b>1-02</b> , 1-03,	Encirc do not agree to the use of 1-02 for abnormal loads.

	1-06, and 1-06d as identified in the Lands Plans, (b) over a route to be determined from Plots 1-01a, 1-01, part of 1-02, and from a point of egress (to be determined) in Plot 1-02 to the north end of Plot 1-06 subject to Encirc granting to the undertaker a suitable right of access across such route which must be a fit for purpose route (to the undertaker's satisfaction), or (c) over a route to be determined from that part of the Peel access road(s) constructed pursuant to planning permission reference 22/0363/FUL over Plots 1-03 and 1-02, and from an egress in Plot 1-02 (to be determined) to the north end of Plot 1-06 subject to Encirc granting to the undertaker a suitable right of access across such route which must be a fit for purpose route (to the undertaker's satisfaction) Use of any of the above routes is subject to the following conditions	1-06, and 1-06d as identified in the Lands Plans, (b) over a route to be determined from Plots 1-01a, 1-01, part of 1-02, and from a point of egress (to be determined) in Plot 1-02 to the north end of Plot 1-06 subject to Encirc granting to the undertaker a suitable right of access across such route which must be a fit for purpose route (to the undertaker's satisfaction), or (c) over a route to be determined from that part of the Peel access road(s) constructed pursuant to planning permission reference 22/0363/FUL over Plots 1-03 and 1-02, and from an egress in Plot 1-02 (to be determined) to the north end of Plot 1-06 subject to Encirc granting to the undertaker a suitable right of access across such route which must be a fit for purpose route (to the undertaker's satisfaction) Use of any of the above routes is subject to the following conditions	
13.	The undertaker shall ensure that the pipeline is buried to a minimum depth of <del>8m</del> <del>4.3m</del> under the <del>existing railway ground level</del> <b>relevant property.</b>	The undertaker shall ensure that the pipeline is buried to a minimum depth of <b>4.3m</b> <del>8m</del> under the <b>existing railway ground level relevant property.</b>	Encirc requires the pipeline to be constructed sufficiently deep beneath the relevant property so as to ensure that there is no interference with the operation of the railway lines.  The Promoter had previously indicated that 8m would be agreeable in a meeting with Encirc's agents.
14.	<b>The undertaker must not impose any restrictive covenants on the relevant property which would prevent the future development works from being undertaken by Encirc</b>	<del>The undertaker must not impose any restrictive covenants on the relevant property which would prevent the future development works from being undertaken by Encirc</del>	Encirc requires the ability to bring forward its plans to develop the site including the development of railway sidings. As explained at the Hearings, these development plans are required under a section 106 agreement.

			<p>It is therefore essential that the Promoter cannot impose restrictive covenants over Encirc's land which would frustrate these plans and impact detrimentally on its undertaking.</p> <p>Encirc is willing to work together with the Promoter to ensure that both the authorised works and Encirc's development can be brought forward.</p>
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