

# M25 junction 10/A3 Wisley interchange

TR010030

## 9.161 draft Development Consent Order (tracked) Response to Secretary of State letter 15 February 2021

Regulation 5 (2) (b)

Planning Act 2008

Infrastructure Planning (Applications: Prescribed Forms and Procedures)  
Regulations 2009

Volume 9

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# Infrastructure Planning

## Planning Act 2008

### The Infrastructure Planning (Applications: Prescribed Forms and Procedures) Rules 2009

### M25 junction 10/A3 Wisley interchange Development Consent Order 202 [x]

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**9.161 draft Development Consent Order (tracked)  
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**202[ ] No. 0000**

**INFRASTRUCTURE PLANNING**

**The M25 Junction 10/A3 Wisley Interchange Development  
Consent Order 202[ ]**

*Made* - - - - 202[ ]

*Coming into force* - - 202[ ]

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An application has been made to the Secretary of State, under section 37 of the Planning Act 2008(a) (“the 2008 Act”) in accordance with the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009(b) for an Order granting development consent.

The application was examined by [ ] appointed person(s) (appointed by the Secretary of State) in accordance with Chapter 4 of Part 6 of the 2008 Act, and the Infrastructure Planning (Examination Procedure) Rules 2010(c).

The [ ] appointed person(s), having considered the representations made and not withdrawn and the application together with the accompanying documents, in accordance with section 83 of the 2008 Act, has submitted a report and recommendation to the Secretary of State.

The Secretary of State, having considered the representations made and not withdrawn, and the report of the [ ] appointed person(s), has decided to make an Order granting development consent for the development described in the application with modifications which in the opinion of the Secretary of State do not make any substantial changes to the proposals comprised in the application.

The Secretary of State is satisfied that replacement land (as that term is defined in section 131(12) of the 2008 Act) has been or will be given in exchange for the special category land (identified in Part 1 of Schedule 10 to this Order), and replacement land has been or will be vested in the person or persons in whom the special category land is vested and subject to the same rights, trusts and incidents as attach to the special category land, and that, accordingly, section 131(4) of the 2008 Act applies.

The Secretary of State is satisfied that replacement land (as that term is defined in section 132(12) of the 2008 Act) has been or will be given in exchange for the special category (rights) land (identified in Part 2 of Schedule 10 to this Order), and replacement land has been or will be vested in the person or persons in whom the special category (rights) land is vested and subject to the same rights, trusts and incidents as attach to that land, and that, accordingly, section 132(4) of the 2008 Act applies.

The Secretary of State is satisfied that the special category (rights) land (as identified in Part 3 of Schedule 10 to this Order), when burdened with any new rights authorised to be compulsorily acquired under this Order, will be no less advantageous than it was before to the persons in whom it is vested, other persons, if any, entitled to rights of common or other rights, and the public, and that, accordingly, section 132(3) of the 2008 Act applies.

The Secretary of State, in exercise of the powers conferred by sections 114, 115, 117, 120 and 122 of, and paragraphs 1 to 3, 10 to 15, 17, 19 to 23, 26, 33, 36 and 37 of Part 1 of Schedule 5 to, the 2008 Act, makes the following Order—

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(a) 2008 c. 29. Parts 1 to 7 were amended by Chapter 6 of Part 6 of the Localism Act 2011 (c. 20).  
(b) S.I. 2009/2264, amended by S.I. 2010/439, S.I. 2010/602, S.I. 2012/635, S.I. 2012/2654, S.I. 2012/2732, S.I. 2013/522, S.I. 2013/755, S.I. 2014/469, S.I. 2014/2381, S.I. 2015/377, S.I. 2015/1682, S.I. 2017/524 and S.I. 2017/572.  
(c) S.I. 2010/103, amended by S.I. 2012/635.

# PART 1

## PRELIMINARY

### Citation and commencement

1. This Order may be cited as the M25 Junction 10/A3 Wisley Interchange Development Consent Order 202[ ] and comes into force on [ ].

### Interpretation

2.—(1) In this Order—

“the 1961 Act” means the Land Compensation Act 1961(a);

“the 1965 Act” means the Compulsory Purchase Act 1965(b);

“the 1980 Act” means the Highways Act 1980(c);

“the 1981 Act” means the Compulsory Purchase (Vesting Declarations) Act 1981(d);

“the 1984 Act” means the Road Traffic Regulation Act 1984(e);

“the 1990 Act” means the Town and Country Planning Act 1990(f);

“the 1991 Act” means the New Roads and Street Works Act 1991(g);

“the 2008 Act” means the Planning Act 2008(h);

“the 2017 Regulations” means the Compulsory Purchase of Land (Vesting Declarations) (England) Regulations 2017(i);

“address” includes any number or address for the purposes of electronic transmission;

“apparatus” has the same meaning as in Part 3 of the 1991 Act;

“authorised development” means the development described in Schedule 1 (authorised development) and any other development authorised by this Order, which is development within the meaning of section 32 (meaning of development) of the 2008 Act;

“the book of reference” means the book of reference listed in Schedule 11 (documents to be certified) and certified by the Secretary of State under article 46 (certification of documents, etc.) as the book of reference for the purposes of this Order;

“bridleway” has the same meaning as in section 329 (further provision as to interpretation) of the 1980 Act;

“building” includes any structure or erection or any part of a building, structure or erection;

“carriageway” has the same meaning as in section 329 (further provision as to interpretation) of the 1980 Act;

“Crown land plans” means the plans of that description listed in Schedule 11 (documents to be certified) and certified by the Secretary of State under article 46 (certification of documents, etc.) as the Crown land plans for the purposes of this Order;

“cycle track” has the same meaning as in section 329 (further provision as to interpretation) of the 1980 Act(j);

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(a) 1961 c. 33.

(b) 1965 c. 56.

(c) 1980 c. 66.

(d) 1981 c. 66.

(e) 1984 c. 27.

(f) 1990 c. 8.

(g) 1991 c. 22.

(h) 2008 c. 29.

(i) S.I. 2017/3.

(j) The definition of “cycle track” (in section 329(1) of the 1980 Act) was amended by section 1 of the Cycle Tracks Act 1984 (c. 38) and paragraph 21(2) of Schedule 3 to the Road Traffic (Consequential Provisions) Act 1988 (c. 54).



“cycleway” means a way constituting or comprised in a highway, being a way over which the public have the following, but no other rights of way, that is to say a right of way on pedal cycles (other than pedal cycles that are motor vehicles within the meaning of the Road Traffic Act 1988(a)) with a right of way on foot and a right of way on horseback or leading a horse;

“electronic transmission” means a communication transmitted—

(a) by means of an electronic communications network; or

(b) by other means but while in electronic form;

“the engineering drawings and sections” means the drawings and sections listed in Schedule 11 (documents to be certified) and certified as the engineering drawings and sections by the Secretary of State under article 46 (certification of documents, etc.) for the purposes of this Order;

“environmental statement” means the document of that description listed in Schedule 11 (documents to be certified) and certified as the environmental statement by the Secretary of State under article 46 (certification of documents, etc.) for the purposes of this Order;

“footway” and “footpath” have the same meaning as in section 329 (further provision as to interpretation) of the 1980 Act;

“highway”, “highway authority” and “local highway authority” have the same meaning as in the 1980 Act;

“the land plans” means the plans of that description listed in Schedule 11 (documents to be certified) and certified as the land plans by the Secretary of State under article 46 (certification of documents, etc.) for the purposes of this Order;

“limits of deviation” means the limits of deviation referred to in article 7 (limits of deviation);

“maintain” in relation to any part of the authorised development includes to inspect, repair, adjust, alter, improve, landscape, preserve, remove, reconstruct, refurbish or replace, provided such works do not give rise to any materially new or materially different environmental effects to those identified in the environmental statement, and any derivative of “maintain” is to be construed accordingly;

“Order land” means the land shown on the land plans which is within the limits of land to be acquired or used permanently or temporarily and described in the book of reference;

“the Order limits” means the limits of lands to be acquired or used permanently or temporarily shown on the land plans and works plans within which the authorised development may be carried out;

“the outline CEMP” means the document of that description listed in Schedule 11 (documents to be certified) and certified as the outline CEMP by the Secretary of State under article 46 (certification of documents, etc.) for the purposes of this Order;

“owner”, in relation to land, has the same meaning as in section 7 (interpretation) of the Acquisition of Land Act 1981(b);

“the permit scheme” means the Traffic Management (Surrey County Council) Permit Scheme Order 2015 (as varied) made under Part 3 of the Traffic Management Act 2004(c) as in force at the date on which this Order is made;

“relevant planning authority” means, in relation to any provision of this Order, either Guildford Borough Council or Elmbridge Borough Council in their capacity as local planning authorities insofar as the matter in question falls within their respective administrative areas, or both;

“restricted byway” means a highway which is a restricted byway in accordance with sections 47 to 50 of the Countryside and Rights of Way Act 2000(d);

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(a) 1988 c. 52.

(b) 1981 c. 67. The definition of “owner” was amended by paragraph 9 of Schedule 15 to the Planning and Compensation Act 1991 (c.34). There are other amendments to section 7 which are not relevant to the Order.

(c) 2004 c. 18.

(d) 2000 c. 37.

“Secretary of State” means the Secretary of State for Transport;

“the special category land plans” means the plans of that description listed in Schedule 11 (documents to be certified) and certified by the Secretary of State under article 46 (certification of documents, etc.) as the special category land plans for the purposes of this Order;

“special road” means a highway which is a special road in accordance with section 16 (general provisions as to special roads) of the 1980 Act or by virtue of an order granting development consent;

“statutory undertaker” means any statutory undertaker for the purposes of section 127(8) (statutory undertakers’ land) of the 2008 Act;

“street” means a street within the meaning of section 48 (streets, street works and undertakers) of the 1991 Act, together with land on the verge of a street or between two carriageways, and includes part of a street;

“street authority”, in relation to a street, has the same meaning as in Part 3 of the 1991 Act;

“streets, rights of way and access plans” means the plans of that description listed in Schedule 11 (documents to be certified) and certified as the streets, rights of way and access plans by the Secretary of State under article 46 (certification of documents, etc.) for the purposes of this Order;

“temporary works plans” means the plans of that description listed in Schedule 11 (documents to be certified) and certified as the temporary works plans by the Secretary of State under article 46 (certification of documents, etc.) for the purposes of this Order;

“traffic authority” has the same meaning as in section 121A(a) (traffic authorities) of the 1984 Act;

“trunk road” means a highway which is a trunk road by virtue of—

- (a) section 10(b) (general provision as to trunk roads) or 19(1)(c) (certain special roads and other highways to become trunk roads) of the 1980 Act;
- (b) an order or direction under section 10 of that Act;
- (c) an order granting development consent; or
- (d) any other enactment;

“undertaker” means Highways England Company Limited, company number 09346363, whose registered office is at Bridge House, 1 Walnut Tree Close, Guildford, Surrey, GU1 4LZ;

“the Upper Tribunal” means the Lands Chamber of the Upper Tribunal;

“watercourse” includes all rivers, streams, ditches, drains, canals, cuts, culverts, dykes, sluices, sewers and passages through which water flows except a public sewer or drain; and

“the works plans” means the plans listed in Schedule 11 (documents to be certified) and certified as the works plans by the Secretary of State under article 46 (Certification of documents, etc.) for the purposes of this Order.

(2) References in this Order to rights over land include references to rights to do, or to place and maintain, anything in, on or under land or in the airspace above its surface and references in this Order to the imposition of restrictive covenants are references to the creation of rights over land which interfere with the interests or rights of another and are for the benefit of land which is acquired under this Order or is otherwise comprised in the Order land.

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(a) Section 121A was inserted by section 168(1) of, and paragraph 70 of Part 2 of Schedule 8, to the New Roads and Street Works Act 1991 (c. 22).

(b) Section 10 was amended by section 22(2) of the New Roads and Street Works Act 1991; paragraph 22 of Schedule 2 to the Planning Act 2008; and by section 1 of, and Schedule 1 to, the Infrastructure Act 2015 (c. 7).

(c) As amended by section 1 of, and Schedule 1 to, the Infrastructure Act 2015 (c. 7).

(3) All distances, directions and lengths referred to in this Order are approximate and distances between points on a work comprised in the authorised development are taken to be measured along that work.

(4) For the purposes of this Order, all areas described in square metres in the book of reference are approximate.

(5) References in this Order to points identified by letters or numbers are to be construed as references to points so lettered or numbered on the streets, rights of way and access plans.

(6) References in this Order to numbered works are references to works as numbered in Schedule 1 (authorised development).

### **Disapplication of legislative provisions**

**3.**—(1) The following provisions do not apply in relation to the construction of any work or the carrying out of any operation required for the purpose of, or in connection with, the construction of the authorised development—

- (a) regulation 12 (requirement for environmental permit) of the Environmental Permitting (England and Wales) Regulations 2016<sup>(a)</sup> in relation to the carrying on of a flood risk activity;
- (b) the provisions of any byelaws made under, or having effect as if made under, paragraph 5, 6 or 6A of Schedule 25 (bye-law making powers of the appropriate agency) to the Water Resources Act 1991;
- (c) section 23 (prohibition on obstructions etc. in watercourses) of the Land Drainage Act 1991<sup>(b)</sup>;
- (d) section 32 (variation of awards) of the Land Drainage Act 1991;
- (e) the provisions of any byelaws made under section 66 (powers to make byelaws) of the Land Drainage Act 1991; and
- (f) section 28E (duties in relation to sites of special scientific interest) of the Wildlife and Countryside Act 1981<sup>(c)</sup>.

(2) In paragraph (1)(a) “flood risk activity”<sup>(d)</sup> has the meaning given in the Environmental Permitting (England and Wales) Regulations 2016.

(3) The provisions of the Neighbourhood Planning Act 2017<sup>(e)</sup>, insofar as they relate to temporary possession of land under articles 32 (temporary use of land for carrying out the authorised development) and 33 (temporary use of land for maintaining the authorised development) of this Order, do not apply in relation to the construction of any work or the carrying out of any operation required for the purpose of, or in connection with, the construction of the authorised development and, within the maintenance period defined in article 34(11), any maintenance of any part of the authorised development.

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(a) S.I. 2016/1154.

(b) 1991 c. 59.

(c) 1981 c. 69.

(d) This term is defined in paragraph 3 of Part 1 of Schedule 25 to the Environmental Permitting (England and Wales) Regulations 2016 (S.I. 2016/1154).

(e) 2017 c. 20.

## PART 2

### PRINCIPAL POWERS

#### **Development consent etc. granted by the Order**

4.—(1) Subject to the provisions of this Order including the requirements in Schedule 2 (requirements), the undertaker is granted development consent for the authorised development to be carried out within the Order limits.

(2) Any enactment applying to land within or adjacent to the Order limits has effect subject to the provisions of this Order.

#### **Maintenance of authorised development**

5. The undertaker may at any time maintain the authorised development, except to the extent that this Order, or an agreement made under this Order, provides otherwise.

#### **Maintenance of drainage works**

6.—(1) Nothing in this Order, or the construction, maintenance or operation of the authorised development under it, affects any responsibility for the maintenance of any works connected with the drainage of land, whether that responsibility is imposed or allocated by or under any enactment, or otherwise, unless otherwise agreed in writing between the undertaker and the person responsible.

(2) In this article “drainage” has the same meaning as in section 72 (interpretation) of the Land Drainage Act 1991(a).

#### **Limits of deviation**

7. In carrying out the authorised development the undertaker may—

- (a) deviate laterally from the lines or situations of the authorised development shown on the works plans to the extent of the limits of deviation shown on those plans; and
- (b) deviate vertically from the levels of the authorised development shown on the engineering drawings and sections to a maximum of 0.50 metres upwards or 0.50 metres downwards,

except that these maximum limits of vertical deviation do not apply where it is demonstrated by the undertaker to the Secretary of State’s satisfaction, and the Secretary of State, following consultation with the relevant planning authority and the local highway authority, certifies accordingly that a deviation in excess of these limits would not give rise to any materially new or materially different environmental effects in comparison with those reported in the environmental statement.

#### **Benefit of Order**

8.—(1) Subject to paragraph (2) and article 9 (consent to transfer benefit of Order), the provisions of this Order conferring powers on the undertaker have effect solely for the benefit of the undertaker.

(2) Paragraph (1) does not apply to the works for which consent is granted by this Order for the express benefit of owners and occupiers of land, statutory undertakers and other persons affected by the authorised development.

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(a) 1991 c. 59. The definition of “drainage” was substituted by paragraphs 191 and 194 of Schedule 22 to the Environment Act 1995 (c. 25).

## **Consent to transfer benefit of Order**

**9.**—(1) Subject to paragraph (4), the undertaker may—

- (a) transfer to another person (“the transferee”) any or all of the benefit of the provisions of this Order and such related statutory rights as may be agreed between the undertaker and the transferee; or
- (b) grant to another person (“the lessee”) for a period agreed between the undertaker and the lessee any or all of the benefit of the provisions of this Order and such related statutory rights as may be so agreed.

(2) Where an agreement has been made in accordance with paragraph (1) references in this Order to the undertaker, except in paragraph (3), includes references to the transferee or the lessee.

(3) The exercise by a person of any benefits or rights conferred in accordance with any transfer or grant under paragraph (1) is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by the undertaker.

(4) The consent of the Secretary of State is required for a transfer or grant under this article, except where the transfer or grant is made to—

- (a) Southern Gas Networks PLC (company number 5167021, whose registered office is at St Lawrence House, Station Approach, Horley, Surrey, RH6 9HJ);
- (b) UK Power Networks (Operations) Limited (company number 3870728, whose registered office is at Newington House, 237 Southwark Bridge Road, London, SE1 6NP);
- (c) Affinity Water Limited (company number 2546950, whose registered office is at Tamblin Way, Hatfield, Hertfordshire, AL10 9EZ);
- (d) British Telecommunications PLC (company number 1800000, whose registered office is at 81 Newgate Street, London, EC1A 7AJ);
- (e) Sky Telecommunications Services Limited (company number 2883980, whose registered office is at Grant Way, Isleworth, Middlesex, TW7 5QD);
- (f) Virgin Media Limited (company number 2591237, whose registered office is at Media House, Bartley Wood Business Park, Hook, Hampshire, RG27 9UP); and
- (g) National Grid Electricity Transmission PLC (company number 2366977, whose registered office is at 1-3 Strand, London, WC2N 5EH),

for the purposes of undertaking works to their apparatus or replacement apparatus.

## **Planning permission**

**10.** If planning permission is issued pursuant to the 1990 Act for development any part of which is within the Order limits following the publication of this Order that is—

- (a) not itself a nationally significant infrastructure project under the 2008 Act or part of such a project; and
- (b) required to complete or enable the construction, use or operation of any part of the development authorised by this Order,

then the carrying out, use or operation of such development pursuant to the terms of the planning permission is not to constitute a breach of the terms of this Order.

## PART 3

### STREETS

#### Application of the 1991 Act

**11.**—(1) Works executed under this Order in relation to a highway which consists of or includes a carriageway are to be treated for the purposes of Part 3 (street works in England and Wales) of the 1991 Act as major highway works if—

- (a) they are of a description mentioned in any of paragraphs (a), (c) to (e), (g) and (h) of section 86(3) (which defines what highway authority works are major highway works) of that Act; or
- (b) they are works which, had they been executed by the highway authority, might have been carried out in exercise of the powers conferred by section 64(a) (dual carriageways and roundabouts) of the 1980 Act or section 184(b) (vehicle crossings over footways and verges) of that Act.

(2) In Part 3 of the 1991 Act, in relation to works which are major highway works by virtue of paragraph (1), references to the highway authority concerned are to be construed as references to the undertaker.

(3) The following provisions of the 1991 Act (whether modified or not by the permit scheme) do not apply in relation to any works executed under the powers of this Order—

- section 56(c) (power to give directions as to timing);
- section 56A(d) (power to give directions as to placing of apparatus);
- section 58(e) (restrictions on works following substantial road works);
- section 58A(f) (restriction on works following substantial street works);
- section 73A(g) (power to require undertaker to re-surface street);
- section 73B(h) (power to specify timing etc. of re-surfacing);
- section 73C(i) (materials, workmanship and standard of re-surfacing);
- section 78A(j) (contributions to costs of re-surfacing by undertaker); and
- Schedule 3A(k) (restriction on works following substantial street works).

(4) The provisions of the 1991 Act mentioned in paragraph (5) (which, together with other provisions of that Act, apply in relation to the execution of street works) and any regulations made, or code of practice issued or approved under, those provisions apply (with the necessary modifications) in relation to any stopping up, alteration or diversion of a street of a temporary nature by the undertaker under the powers conferred by article 14 (temporary closure and restriction of use of streets), whether or not the stopping up, alteration or diversion constitutes street works within the meaning of that Act.

(5) The provisions of the 1991 Act(l) referred to in paragraph (4) are—

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- (a) Section 64 was amended by section 102 of, and Schedule 17 to, the Local Government Act 1985 (c. 51) and section 168(2) of, and Schedule 9 to, the New Roads and Street Works Act 1991 (c. 22).
  - (b) Section 184 was amended by sections 35, 37, 38 and 46 of the Criminal Justice Act 1982 (c. 48); section 4 of, and paragraph 45(11) of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11); and section 168 of, and paragraph 9 of Schedule 8 and Schedule 9 to, the New Roads and Street Works Act 1991.
  - (c) Section 56 was amended by section 43 of, and Schedule 1 to, the Traffic Management Act 2004 (c.18).
  - (d) Section 56A was inserted by section 44 of the Traffic Management Act 2004.
  - (e) Section 58 was amended by section 51 of, and Schedule 1 to, the Traffic Management Act 2004.
  - (f) Section 58A was inserted by section 52 of the Traffic Management Act 2004.
  - (g) Section 73A was inserted by section 55 of the Traffic Management Act 2004.
  - (h) Section 73B was inserted by section 55 of the Traffic Management Act 2004.
  - (i) Section 73C was inserted by section 55 of the Traffic Management Act 2004.
  - (j) Section 78A was inserted by section 57 of the Traffic Management Act 2004.
  - (k) Schedule 3A was inserted by section 52(2) of, and Schedule 4 to, the Traffic Management Act 2004.
  - (l) Sections 54, 55, 57, 60, 68 and 69 were amended by sections 40(1) and (2) of, and Schedule 1 to, the Traffic Management Act 2004.

section 54(a) (advance notice of certain works), subject to paragraph (6);  
section 55(b) (notice of starting date of works), subject to paragraph (6);  
section 57(c) (notice of emergency works);  
section 59(d) (general duty of street authority to co-ordinate works);  
section 60 (general duty of undertakers to co-operate);  
section 68 (facilities to be afforded to street authority);  
section 69 (works likely to affect other apparatus in the street);  
section 75 (inspection fees);  
section 76 (liability for cost of temporary traffic regulation); and  
section 77 (liability for cost of use of alternative route),

and all such other provisions as apply for the purposes of the provisions mentioned above.

(6) Sections 54 and 55 of the 1991 Act as applied by paragraph (4) have effect as if references in section 57 of that Act to emergency works were a reference to a stopping up, alteration or diversion (as the case may be) required in a case of emergency.

(7) Nothing in article 12 (construction and maintenance of new, altered or diverted streets and other structures)—

- (a) affects the operation of section 87 (prospectively maintainable highways) of the 1991 Act, and the undertaker is not by reason of any duty under that article to maintain a street, to be taken to be the street authority in relation to that street for the purposes of Part 3 of that Act; or
- (b) has effect in relation to maintenance works which are street works within the meaning of the 1991 Act, as respects which the provisions of Part 3 of the 1991 Act apply.

(8) Subject to paragraph (3), the permit scheme applies to the construction and maintenance of the authorised development and will be used by the undertaker in connection with the exercise of any powers conferred by this Part.

(9) For the purposes of this Order a permit may not be granted subject to conditions where compliance with those conditions would constitute a breach of this Order or where the undertaker would be unable to comply with those conditions pursuant to the powers conferred by this Order.

(10) Any difference arising between the undertaker and Surrey County Council under the permit scheme will be referred to the appeals procedure under section 7.2 of the permit scheme.

(11) Where agreement cannot be reached under sub-paragraph (10) the undertaker and Surrey County Council may refer the dispute to independent adjudication under section 7.3 of the permit scheme or where this is not agreed, the dispute will be resolved by arbitration under article 50 (arbitration) of this Order.

(12) Any order which may be made by the Secretary of State under section 74A(2) of the 1991 Act designating Surrey County Council as an approved authority for the purposes of the Street Works (Charges for Occupation of the Highway) (England) Regulations 2012(e) will not have effect in relation to works carried out by the undertaker as part of the construction or maintenance of the authorised development.

### **Construction and maintenance of new, altered or diverted streets and other structures**

**12.—**(1) Any highway (other than a trunk road or special road) to be constructed under this Order must be completed to the reasonable satisfaction of the local highway authority in whose

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(a) As also amended by section 49(1) of the Traffic Management Act 2004.  
(b) As also amended by section 49(2) and 51(9) of the Traffic Management Act 2004.  
(c) As also amended by section 52(3) of the Traffic Management Act 2004.  
(d) As amended by section 42 of the Traffic Management Act 2004.  
(e) S.I. 2012/425. As amended by the Street Works (Charges for Occupation of the Highway) (England) (Amendment) Regulations 2018 (S.I. 2018/215).

area the highway lies and, unless otherwise agreed in writing between the undertaker and the local highway authority, the highway including any structures or culverts laid under it must be maintained by and at the expense of the local highway authority from its completion.

(2) Where a highway (other than a trunk road or special road) is altered or diverted under this Order, the altered or diverted part of the highway must, when completed to the reasonable satisfaction of the local highway authority in whose area the highway lies and, unless otherwise agreed in writing between the undertaker and the local highway authority, be maintained by and at the expense of the local highway authority from its completion.

(3) Where a street which is not, and is not intended to be, a highway is constructed, altered or diverted under this Order, the street (or part of the street as the case may be) must, when completed to the reasonable satisfaction of the street authority, unless otherwise agreed in writing, be maintained by and at the expense of the undertaker for a period of 12 months from its completion and at the expiry of that period by and at the expense of the street authority.

(4) In the case of a bridge constructed under this Order to carry a highway (other than a trunk road or special road) over a trunk road or special road, the highway surface (being those elements over the waterproofing membrane and indicator layer) must be maintained by and at the expense of the local highway authority unless otherwise agreed in writing between the undertaker and the local highway authority, and the remainder of the bridge, including the waterproofing membrane, indicator layer and structure below, must be maintained by and at the expense of the undertaker.

(5) In any action against the undertaker in respect of loss or damage resulting from any failure by it to maintain a street under this article, it is a defence (without prejudice to any other defence or the application of the law relating to contributory negligence) to prove that the undertaker had taken such care as in all the circumstances was reasonably required to secure that the part of the street to which the action relates was not dangerous to traffic.

(6) For the purposes of a defence under paragraph (5), the court must in particular have regard to the following matters—

- (a) the character of the street and the traffic which was reasonably to be expected to use it;
- (b) the standard of maintenance appropriate for a street of that character and used by such traffic;
- (c) the state of repair in which a reasonable person would have expected to find the street;
- (d) whether the undertaker knew, or could reasonably have been expected to know, that the condition of the part of the street to which the action relates was likely to cause dangers to users of the street; and
- (e) where the undertaker could not reasonably have been expected to repair that part of the street before the cause of action arose, what warning notices of its condition had been displayed,

but for the purposes of such a defence it is not relevant to prove that the undertaker had arranged for a competent person to carry out or supervise the maintenance of the part of the street to which the action relates unless it is also proved that the undertaker had given the competent person proper instructions with regard to the maintenance of the street and that the competent person had carried out those instructions.

### **Classification of roads, etc.**

**13.—**(1) On the date on which the relevant part of the authorised development is completed and open for traffic—

- (a) the roads described in Part 1 (special roads) of Schedule 3 (classification of roads, etc.) will be—
  - (i) special roads for the purpose of any enactment or instrument which refers to highways classified as special roads;
  - (ii) trunk roads for the purpose of any enactment or instrument which refers to highways classified as trunk roads; and



- (iii) provided for the use of traffic of Classes I and II of the classes of traffic set out in Schedule 4 to the 1980 Act;
- (iv) and the undertaker will be the highway authority for those roads;
- (b) the roads described in Part 2 (trunk roads) of Schedule 3 (classification of roads, etc.) will be trunk roads as if they had become so by virtue of an order under section 10(2) of the 1980 Act specifying that date as the date on which they were to become trunk roads;
- (c) the roads described in Part 3 (classified roads) of Schedule 3 will be—
  - (i) principal roads for the purpose of any enactment or instrument which refers to highways classified as principal roads; and
  - (ii) classified roads for the purpose of any enactment or instrument which refers to highways classified as classified roads,
 as if such classification had been made under section 12(3) (general provision as to principal and classified roads) of the 1980 Act;
- (d) the roads described in Part 4 (unclassified roads) of Schedule 3 will be unclassified roads for the purpose of any enactment or instrument which refers to unclassified roads; and
- (e) the public rights of way described in Part 8 (other public rights of way) of Schedule 3 will be of the types described in column (1) to the extent described in column (2).

(2) From the date on which the roads specified in Part 5 (speed limits) of Schedule 3 are open for traffic, no person is to drive any motor vehicle at a speed exceeding the limit in miles per hour specified in column (3) of Part 5 of Schedule 3 along the lengths of road identified in the corresponding row of column (2) of that Part.

(3) Subject to paragraph (4) and article 17 (clearways), from the date on which the roads specified in Part 6 (traffic regulation measures (clearways and prohibitions) of Schedule 3 are open for traffic, the restrictions specified in column (3) of that Part are to apply to the lengths of the road identified in the corresponding row of column (2) of that Part.

(4) On such day as the undertaker may determine, the order specified in column (2) of Part 7 (revocations and variations of existing traffic regulation orders) of Schedule 3 is to be varied or revoked as specified in the corresponding row of column (3) of that Part in respect of the lengths of roads specified in the corresponding row of column (1) of that Part.

(5) The application of paragraphs (1) to (5) may be varied or revoked by any instrument made under any enactment which provides for the variation or revocation of such matters.

### **Temporary closure and restriction of use of streets**

**14.—**(1) The undertaker, during and for the purposes of carrying out the authorised development, may temporarily close, alter, divert or restrict the use of any street and may for any reasonable time—

- (a) divert the traffic from the street; and
- (b) subject to paragraph (3), prevent all persons from passing along the street.

(2) Without limitation on the scope of paragraph (1), the undertaker may use any street temporarily closed or restricted under the powers conferred by this article, and which is within the Order limits, as a temporary working site.

(3) The undertaker must provide reasonable access for pedestrians going to or from premises abutting a street affected by the temporary closure, alteration or diversion of a street under this article if there would otherwise be no such access.

(4) The undertaker must not temporarily close, alter or divert any street for which it is not the street authority without the consent of the street authority, which may attach reasonable conditions to any consent but such consent must not be unreasonably withheld or delayed.

(5) Any person who suffers loss by the suspension of any private right of way under this article is entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

(6) If a street authority which receives an application for consent under paragraph (4) fails to notify the undertaker of its decision before the end of the period of 28 days beginning with the date on which the application was made, it is deemed to have granted consent.

### **Permanent stopping up and restriction of use of streets and private means of access**

**15.**—(1) Subject to the provisions of this article, the undertaker may, in connection with the carrying out of the authorised development, stop up each of the streets and private means of access specified in column (1) of Parts 1, 2, 3, and 4 of Schedule 4 (permanent stopping up of highways and private means of access and provision of new highways and private means of access) to the extent specified and described in column (2) of that Schedule.

(2) No street or private means of access specified in column (1) of Parts 2 and 3 of Schedule 4 is to be wholly or partly stopped up under this article unless—

- (a) the new street or private means of access to be constructed and substituted for it, which is specified in column (3) of those Parts of that Schedule, has been completed to the reasonable satisfaction of the street authority and is open for use; or
- (b) a temporary alternative route for the passage of such traffic as could have used the street or private means of access to be stopped up is first provided and subsequently maintained by the undertaker, to the reasonable satisfaction of the street authority, between the commencement and termination points for the stopping up of the street or private means of access until the completion and opening of the new street or private means of access in accordance with sub-paragraph (a).

(3) No street or private means of access specified in column (1) of Part 4 of Schedule 4 is to be wholly or partly stopped up under this article unless the condition specified in paragraph (4) is satisfied in relation to all the land which abuts on either side of the street or private means of access to be stopped up.

(4) The condition referred to in paragraph (3) is that—

- (a) the undertaker is in possession of the land; or
- (b) there is no right of access to the land from the street or private means of access concerned; or
- (c) there is reasonably convenient access to the land otherwise than from the street or private means of access concerned; or
- (d) the owners and occupiers of the land have agreed to the stopping up.

(5) The private means of access specified in column (1) of Part 5 of Schedule 4 is to be altered to the extent specified in the corresponding row of column (2) of that Part.

(6) Where a street or private means of access has been stopped up under this article—

- (a) all rights of way over or along the street or private means of access so stopped up are extinguished; and
- (b) the undertaker may appropriate and use for the purposes of the authorised development so much of the site of the street or private means of access as is bounded on both sides by land owned by the undertaker.

(7) Any person who suffers loss by the suspension or extinguishment of any private right of way under this article is entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

(8) This article is subject to article 37 (apparatus and rights of statutory undertakers in stopped up streets).

### **Access to works**

**16.** The undertaker may, for the purposes of the authorised development, form and layout means of access, or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised development.

## Clearways

**17.**—(1) From the date on which the roads described in column (2) of Part 6 (traffic regulation measures (clearways and prohibitions)) of Schedule 3 (classification of roads, etc.) and identified in the corresponding row of column (3) of that Part as to become a clearway, are open to traffic, no person is to cause or permit any vehicle to wait on any part of the lengths of road, except upon the direction of, or with the permission of, a uniformed constable or uniformed traffic officer, except as provided in paragraph (2).

(2) Nothing in paragraph (1) applies—

- (a) to render it unlawful to cause or permit a vehicle to wait on any part of a road, for so long as may be necessary to enable that vehicle to be used in connection with—
  - (i) the removal of any obstruction to traffic;
  - (ii) the maintenance, improvement, reconstruction or operation of the road;
  - (iii) the laying, erection, maintenance or renewal in or near the road of any sewer, main pipe, conduit, wire, cable or other apparatus for the supply of gas, water, electricity or any electronic communications apparatus as defined in Schedule 3A (the electronic communications code) to the Communications Act 2003(a); or
  - (iv) any building operation or demolition;
- (b) in relation to a vehicle being used—
  - (i) for police, ambulance, fire and rescue authority or traffic officer purposes;
  - (ii) in the service of a local authority, safety camera partnership or Driver and Vehicle Standards Agency in pursuance of statutory powers or duties;
  - (iii) in the service of a water or sewerage undertaker within the meaning of the Water Industry Act 1991(b); or
  - (iv) by a universal service provider for the purposes of providing a universal postal service as defined by the Postal Service Act 2000(c); or
- (c) in relation to a vehicle waiting when the person in control of it is—
  - (i) required by law to stop;
  - (ii) obliged to stop in order to avoid an accident; or
  - (iii) prevented from proceeding by circumstances outside the persons control.

(3) No person is to cause or permit any vehicle to wait on any part of the roads described in paragraph (1) for the purposes of selling, or dispensing of, goods from that vehicle, unless the goods are immediately delivered at, or taken into, premises adjacent to the land on which the vehicle stood when the goods were sold or dispensed.

(4) Paragraphs (1), (2) and (3) have effect as if made by order under the 1984 Act, and their application may be varied or revoked by an order made under that Act or any other enactment which provides for the variation or revocation of such orders.

(5) In this article, “traffic officer” means an individual designated under section 2 (designation of traffic officers) of the Traffic Management Act 2004(d).

## Traffic regulation

**18.**—(1) This article applies to roads in respect of which the undertaker is not the traffic authority.

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(a) 2003 c. 21. Schedule 3A was inserted by section 4(2) of, and Schedule 1 to, the Digital Economy Act 2017 (c. 30).  
(b) 1991 c. 56.  
(c) 2000 c. 26.  
(d) 2004 c. 18.

(2) Subject to the provisions of this article, and the consent of the traffic authority in whose area the road concerned is situated, which consent must not be unreasonably withheld, the undertaker may, for the purposes of the authorised development—

- (a) revoke, amend or suspend in whole or in part any order made, or having effect as if made, under the 1984 Act;
- (b) permit, prohibit or restrict the stopping, waiting, loading or unloading of vehicles on any road;
- (c) authorise the use as a parking place of any road;
- (d) make provision as to the direction or priority of vehicular traffic on any road; and
- (e) permit or prohibit vehicular access to any road,

either at all times or at times, on days or during such periods as may be specified by the undertaker.

(3) The power conferred by paragraph (2) may be exercised at any time prior to the expiry of 12 months from the opening of the authorised development for public use but subject to paragraph (7) any prohibition, restriction or other provision made under paragraph (2) may have effect both before and after the expiry of that period.

(4) The undertaker must consult the chief officer of police and the traffic authority in whose area the road is situated before complying with the provisions of paragraph (5).

(5) The undertaker must not exercise the powers conferred by paragraph (2) unless it has—

- (a) given not less than—
  - (i) 12 weeks' notice in writing of its intention so to do in the case of a prohibition, restriction or other provision intended to have effect permanently; or
  - (ii) 4 weeks' notice in writing of its intention so to do in the case of a prohibition, restriction or other provision intended to have effect temporarily,to the chief officer of police and to the traffic authority in whose area the road is situated; and
- (b) advertised its intention in such manner as the traffic authority may specify in writing within 28 days of the receipt of notice of the undertaker's intention in the case of sub-paragraph (a)(i), or within 7 days of the receipt of notice of the undertaker's intention in the case of sub-paragraph (a)(ii).

(6) Any prohibition, restriction or other provision made by the undertaker under paragraph (2)—

- (a) has effect as if duly made by, as the case may be—
  - (i) the traffic authority in whose area the road is situated, as a traffic regulation order under the 1984 Act; or
  - (ii) the local authority in whose area the road is situated, as an order under section 32(a) (power of local authorities to provide parking spaces) of the 1984 Act,and the instrument by which it is effected may specify savings and exemptions to which the prohibition, restriction or other provision is subject; and
- (b) is deemed to be a traffic order for the purposes of Schedule 7 (road traffic contraventions subject to civil enforcement) to the Traffic Management Act 2004(a).

(7) Any prohibition, restriction or other provision made under this article may be suspended, varied or revoked by the undertaker from time to time by subsequent exercise of the powers of paragraph (2) within a period of 24 months from the opening of the authorised development.

(8) Before exercising the powers conferred by paragraph (2), the undertaker must consult such persons as it considers necessary and appropriate and must take into consideration any representations made to it by any such person.

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(a) 2004 c. 18.

(9) Expressions used in this article and in the 1984 Act shall have the same meaning in this article as in that Act.

(10) The powers conferred on the undertaker by this article with respect to any road have effect subject to any agreement entered into by the undertaker with any person with an interest in (or who undertakes activities in relation to) premises served by the road.

(11) If the traffic authority fails to notify the undertaker of its decision within 28 days of receiving an application for consent under paragraph (2) the traffic authority is deemed to have granted consent.

## PART 4

### SUPPLEMENTAL POWERS

#### **Discharge of water**

**19.**—(1) Subject to paragraphs (3) and (4), the undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the carrying out or maintenance of the authorised development and for that purpose may lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, public sewer or drain.

(2) Any dispute arising from the making of connections to or the use of a public sewer or drain by the undertaker under paragraph (1) is to be determined as if it were a dispute under section 106 (right to communicate with public sewers) of the Water Industry Act 1991(a).

(3) The undertaker must not discharge any water into any watercourse, public sewer or drain except with the consent of the person to whom it belongs; and such consent may be given subject to such terms and conditions as that person may reasonably impose, but must not be unreasonably withheld.

(4) The undertaker must not make any opening into any public sewer or drain except—

- (a) in accordance with plans approved by the person to whom the sewer or drain belongs, but such approval must not be unreasonably withheld; and
- (b) where that person has been given the opportunity to supervise the making of the opening.

(5) The undertaker must take such steps as are reasonably practicable to secure that any water discharged into a watercourse or public sewer or drain pursuant to this article is as free as may be practicable from gravel, soil or other solid substance, oil or matter in suspension.

(6) Subject to paragraph 1(a) of article 3 (disapplication of legislative provisions) nothing in this article overrides the requirement for an environmental permit under regulation 12(1)(b) (requirement for environmental permit) of the Environmental Permitting (England and Wales) Regulations 2016(b).

(7) In this article—

- (a) “public sewer or drain” means a sewer or drain which belongs to the Homes and Communities Agency (known as Homes England), the Environment Agency, an internal drainage board, a joint planning board, a local authority, a sewerage undertaker or an urban development corporation; and
- (b) other expressions, excluding watercourse, used both in this article and in the Water Resources Act 1991(c) have the same meaning as in that Act.

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(a) 1991 c. 56. Section 106 was amended by section 35(1) and (8) of, and Schedule 2 to, the Competition and Service (Utilities) Act 1992 (c. 43), sections 36(2) and 99 of the Water Act 2003 (c. 37) and paragraph 16(1) of Schedule 3 to the Flood and Water Management Act 2010 (c. 29).

(b) S.I. 2006/1154.

(c) 1991 c. 57.

(8) If a person who receives an application for consent under paragraph (3) or approval under paragraph (4)(a) fails to notify the undertaker of a decision within 28 days of receiving an application that person will be deemed to have granted consent or given approval, as the case may be.

### **Protective work to buildings**

**20.**—(1) Subject to the following provisions of this article, the undertaker may at its own expense carry out such protective works to any building which may be affected by the authorised development as the undertaker considers necessary or expedient.

(2) Protective works may be carried out—

- (a) at any time before or during the carrying out in the vicinity of the building of any part of the authorised development; or
- (b) after the completion of that part of the authorised development in the vicinity of the building at any time up to the end of the period of 5 years beginning with the day on which that part of the authorised development is first opened for use.

(3) For the purpose of determining how the functions under this article are to be exercised the undertaker may enter and survey any building falling within paragraph (1) and any land within its curtilage.

(4) For the purpose of carrying out protective works under this article to a building the undertaker may (subject to paragraphs (5) and (6))—

- (a) enter the building and any land within its curtilage; and
- (b) where the works cannot be carried out reasonably conveniently without entering land which is adjacent to the building but outside its curtilage, enter the adjacent land (but not any building erected on it).

(5) Before exercising—

- (a) a right under paragraph (1) to carry out protective works to a building;
- (b) a right under paragraph (3) to enter a building and land within its curtilage;
- (c) a right under paragraph (4)(a) to enter a building and land within its curtilage; or
- (d) a right under paragraph (4)(b) to enter land,

the undertaker must, except in the case of emergency, serve on the owners and occupiers of the building or land not less than 14 days' notice of its intention to exercise that right and, in a case falling within sub-paragraph (a) or (c), specifying the protective works proposed to be carried out.

(6) Where a notice is served under paragraph (5)(a), (c) or (d), the owner or occupier of the building or land concerned may, by serving a counter-notice within the period of 10 days beginning with the day on which the notice was served, require the question whether it is necessary or expedient to carry out the protective works or to enter the building or land to be referred to arbitration under article 50 (arbitration).

(7) The undertaker must compensate the owners and occupiers of any building or land in relation to which rights under this article have been exercised for any loss or damage arising to them by reason of the exercise of those rights.

(8) Where—

- (a) protective works are carried out under this article to a building; and
- (b) within the period of 5 years beginning with the day on which the part of the authorised development carried out in the vicinity of the building is first opened for use it appears that the protective works are inadequate to protect the building against damage caused by the carrying out or use of that part of the authorised development,

the undertaker must compensate the owners and occupiers of the building for any loss or damage sustained by them.

(9) Nothing in this article relieves the undertaker from any liability to pay compensation under section 152(a) (compensation in case where no right to claim in nuisance) of the 2008 Act.

(10) Section 13 (refusal to give possession to acquiring authority) of the 1965 Act applies to the entry onto land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (compulsory acquisition provisions) of the 2008 Act.

(11) Any compensation payable under paragraph (7) or (8) is to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(12) In this article “protective works” in relation to a building means—

- (a) underpinning, strengthening and any other works the purpose of which is to prevent damage which may be caused to the building by the carrying out, maintenance or use of the authorised development; and
- (b) any works the purpose of which is to remedy any damage which has been caused to the building by the carrying out, maintenance or use of the authorised development.

### **Authority to survey and investigate the land**

**21.**—(1) The undertaker may for the purposes of this Order enter on any land shown within the Order limits or which may be affected by the authorised development and—

- (a) survey or investigate the land;
- (b) without limitation on the scope of sub-paragraph (a), make trial holes in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer and subsoil and remove soil samples;
- (c) without limitation on the scope of sub-paragraph (a), carry out ecological or archaeological investigations on such land; and
- (d) place on, leave on and remove from the land apparatus for use in connection with the survey and investigation of land and making of trial holes.

(2) No land may be entered or equipment placed or left on or removed from the land under paragraph (1) unless at least 14 days’ notice has been served on every owner and occupier of the land.

(3) Any person entering land under this article on behalf of the undertaker—

- (a) must, if so required, before or after entering the land, produce written evidence of their authority to do so; and
- (b) may take onto the land such vehicles and equipment as are necessary to carry out the survey or investigation or to make the trial holes.

(4) No trial holes are to be made under this article—

- (a) in land located within a highway boundary without the consent of the highway authority;  
or
- (b) in a private street without the consent of the street authority,

but such consent must not be unreasonably withheld.

(5) The undertaker must compensate the owners and occupiers of the land for any loss or damage arising by reason of the exercise of the powers conferred by this article, such compensation to be determined, in case of dispute, under Part 1 (determination of questions of disputed compensation) of the 1961 Act.

(6) If either a highway authority or street authority which receives an application for consent fails to notify the undertaker of its decision within 28 days of receiving the application for consent—

- (a) under paragraph (4)(a) in the case of a highway authority; or

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(a) Section 152 was amended by S.I. 2009/1307.

(b) under paragraph (4)(b) in the case of a street authority, that authority will be deemed to have granted consent.

## PART 5

### POWERS OF ACQUISITION AND POSSESSION OF LAND

#### **Compulsory acquisition of land**

**22.**—(1) The undertaker may acquire compulsorily so much of the Order land as is required for the authorised development, or to facilitate it, or is incidental to it.

(2) This article is subject to paragraph (2) of article 25 (compulsory acquisition of rights and restrictive covenants) and paragraph (1)(a)(i) of article 33 (temporary use of land for carrying out the authorised development).

#### **Compulsory acquisition of land – incorporation of the mineral code**

**23.** Part 2 of Schedule 2 (minerals) to the Acquisition of Land Act 1981<sup>(a)</sup> is incorporated in this Order subject to the modification that for “the acquiring authority” substitute “the undertaker”.

#### **Time limit for exercise of authority to acquire land compulsorily**

**24.**—(1) After the end of the period of 5 years beginning on the day on which this Order is made—

- (a) no notice to treat is to be served under Part 1 of the 1965 Act as modified by article 28 (modification of Part 1 of the 1965 Act); and
- (b) no declaration is to be executed under section 4 (execution of declaration) of the 1981 Act as applied by article 29 (application of the 1981 Act).

(2) The authority conferred by article 33 (temporary use of land for carrying out the authorised development) to take temporary possession of land ceases at the end of the period referred to in paragraph (1), except that nothing in this paragraph prevents the undertaker remaining in possession of land after the end of that period (subject to article 33(3)), if the land was entered and possession was taken before the end of that period.

#### **Compulsory acquisition of rights and restrictive covenants**

**25.**—(1) Subject to paragraphs (2) to (5), the undertaker may acquire such rights over the Order land, or impose restrictive covenants affecting the Order land, including rights and restrictive covenants for the benefit of a statutory undertaker or any other person, as may be required for any purpose for which that land may be acquired under article 22 (compulsory acquisition of land) by creating them as well as acquiring rights already in existence.

(2) In the case of the Order land specified in column (1) of Schedule 5 (land in which only new rights etc. may be acquired) the undertaker’s powers of compulsory acquisition are limited to the acquisition of such wayleaves, easements, new rights in the land or the imposition of restrictive covenants, as may be required for the purpose specified in relation to that land in column (2) of that Schedule and relating to that part of the authorised development specified in column (3) of that Schedule to the extent that the said purpose relates specifically to such part as is specified in column (3).

(3) The power to impose restrictive covenants under paragraph (1) is exercisable only in respect of plots specified in column (1) of Schedule 5.

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(a) 1981 c. 67.



(4) The power conferred by paragraph (1) to acquire the rights and to impose the restrictive covenants described in Schedule 5 for the benefit of statutory undertakers or for the benefit of any other person—

- (a) does not preclude the acquisition of such other rights and the imposition of such other restrictive covenants in respect of the same land in accordance with Schedule 5 as may be required for the benefit of any other statutory undertaker or any other person; and
- (b) must not be exercised by the undertaker in a way that precludes the acquisition of such other rights and the imposition of such other restrictive covenants in respect of the same land in accordance with Schedule 5 as are required for the benefit of any other statutory undertaker or any other person.

(5) Subject to Schedule 2A (counter-notice requiring purchase of land not in notice to treat) of the 1965 Act, as substituted by paragraph 5(8) of Schedule 6 (modification of compensation and compulsory purchase enactments for creation of new rights), where the undertaker acquires a right over land or the benefit of a restrictive covenant affecting land under paragraph (1) or (2), the undertaker is not required to acquire a greater interest in that land.

(6) Schedule 6 has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this article of a right over land by the creation of a new right or the imposition of a restrictive covenant.

### **Extinguishment of public rights of way**

**26.**—(1) The public rights of way identified in column 1 of Parts 1 and 2 of Schedule 4 (permanent stopping up of highways and private means of access and provision of new highways and private means of access) and shown on the streets, rights of way and access plans are to be extinguished on the date of the expiry of the notice given under paragraph (2).

(2) Prior to the extinguishment of each of the public rights of way identified in column 1 of Parts 1 and 2 of Schedule 4 and shown on the streets, rights of way and access plans, the undertaker must erect a site notice at each end of the rights of way to be extinguished no less than 28 days prior to the extinguishment of that right of way.

### **Private rights over land**

**27.**—(1) Subject to the provisions of this article, all private rights over land subject to compulsory acquisition under this Order are extinguished—

- (a) from the date of acquisition of the land by the undertaker, whether compulsorily or by agreement; or
- (b) on the date of entry on the land by the undertaker under section 11(1)(a) (power of entry) of the 1965 Act,

whichever is the earlier.

(2) Subject to the provisions of this article, all private rights over land subject to the compulsory acquisition of the rights or the imposition of restrictive covenants under this Order are extinguished in so far as their continuance would be inconsistent with the exercise of the right or the burden of the restrictive covenant—

- (a) as from the date of the acquisition of the right or the benefit of the restrictive covenant by the undertaker, whether compulsorily or by agreement; or
- (b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act (power of entry),

whichever is the earlier.

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(a) Section 11(1) was amended by section 34(1) of, and Schedule 4 to, the Acquisition of Land Act 1981, section 14 of, and paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (2006 No. 1), and sections 186 (1) and (2), 187 and 188 of the Housing and Planning Act 2016 (c. 22).

(3) Subject to the provisions of this article, all private rights over land owned by the undertaker that are within the Order limits are extinguished on commencement of any activity authorised by this Order which interferes with or breaches those rights.

(4) Subject to the provisions of this article, all private rights over land of which the undertaker takes temporary possession under this Order are suspended and unenforceable for as long as the undertaker remains in lawful possession of the land.

(5) Any person who suffers loss by the extinguishment or suspension of any private right under this article is entitled to compensation in accordance with the terms of section 152 of the 2008 Act to be determined, in case of dispute, under Part 1 of the 1961 Act.

(6) This article does not apply in relation to any right to which section 138(a) (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) of the 2008 Act or article 36 (statutory undertakers) applies.

(7) Paragraphs (1) to (4) have effect subject to—

(a) any notice given by the undertaker before—

(i) the completion of the acquisition of the land or the acquisition of the right or the imposition of the restrictive covenant over or affecting the land;

(ii) the undertaker's appropriation of it;

(iii) the undertaker's entry onto it; or

(iv) the undertaker's taking temporary possession of it,

that any or all of those paragraphs do not apply to any right specified in the notice; and

(b) any agreement made at any time between the undertaker and the person in or to whom the right in question is vested or belongs.

(8) If any such agreement as is referred to in paragraph (7)(b)—

(a) is made with a person in or to whom the right is vested or belongs; and

(b) is expressed to have effect also for the benefit of those deriving title from or under that person,

it is effective in respect of the persons so deriving title, whether the title was derived before or after the making of the agreement.

(9) References in this article to private rights over land include any trust, incident, easement, liberty, privilege, right or advantage annexed to land and adversely affecting other land, including any natural right to support and include restrictions as to the user of land arising by virtue of a contract, agreement or undertaking having that effect.

### **Modification of Part 1 of the 1965 Act**

**28.**—(1) Part 1 of the 1965 Act, as applied to this Order by section 125(b) (application of compulsory acquisition provisions) of the 2008 Act is modified as follows.

(2) In section 4A(1)(c) (extension of time limit during challenge) for “section 23 of the Acquisition of Land Act 1981 (application to the High Court in respect of compulsory purchase order), the three year period mentioned in section 4” substitute “section 118(d) (legal challenges relating to applications for orders granting development consent) of the Planning Act 2008, the five year period mentioned in article 24 (time limit for exercise of authority to acquire land compulsorily) of the M25 Junction 10/A3 Wisley Interchange Development Consent Order 202[ ](e)”.

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(a) Section 138 was amended by section 23(1) and (4) of the Growth and Infrastructure Act 2013 (c. 27) and S.I. 2017/1285.

(b) Section 125 was amended by section 190 of, and paragraph 17 of Schedule 16 to, the Housing and Planning Act 2016 (c. 22).

(c) Section 4A(1) was inserted by section 202(1) of the Housing and Planning Act 2016.

(d) Section 118 was amended by paragraphs 1 and 59 of Schedule 13, and Part 20 of Schedule 25, to the Localism Act 2011 (c. 20) and section 92(4) of the Criminal Justice and Courts Act 2015 (c. 2).

(e) S.I. 202[ ]/[ ].

(3) In section 11A(a) (powers of entry: further notice of entry)—

- (a) in subsection (1)(a), after “land” insert “under that provision”;
- (b) in subsection (2), after “land” insert “under that provision”.

(4) In section 22(2) (expiry of time limit for exercise of compulsory purchase power not to affect acquisition of interests omitted from purchase), for “section 4 of this Act” substitute “article 24 (time limit for exercise of authority to acquire land compulsorily) of the M25 Junction 10/A3 Wisley Interchange Development Consent Order 202[ ]”.

(5) In Schedule 2A (counter-notice requiring purchase of land not in notice to treat)—

(a) for paragraphs 1(2) and 14(2) substitute—

“(2) But see article 31(3) (acquisition of subsoil or airspace only) of the M25 Junction 10/A3 Wisley Interchange Development Consent Order 202[ ], which excludes the acquisition of subsoil or airspace only from this Schedule.”; and

(b) after paragraph 29, insert—

## “PART 4

### INTERPRETATION

**30.** In this Schedule, references to entering on and taking possession of land do not include doing so under articles 20 (protective work to buildings), 32 (temporary use of land for carrying out the authorised development) or 33 (temporary use of land for maintaining the authorised development) of the M25 Junction 10/A3 Wisley Interchange Development Consent Order 202[ ].”.

#### **Application of the 1981 Act**

**29.**—(1) The 1981 Act applies as if this Order were a compulsory purchase order.

(2) The 1981 Act, as so applied by paragraph (1), has effect with the following modifications.

(3) In section 1 (application of act), for subsection 2 substitute—

“(2) This section applies to any Minister, any local or other public authority or any other body or person authorised to acquire land by means of a compulsory purchase order.”.

(4) In section 4 (execution of declaration), for subsection (1) substitute—

“(1) The acquiring authority may execute in respect of any of the land which they are authorised to acquire by the compulsory purchase order a declaration in the prescribed form vesting the land in themselves, or in the case of land or a right that they are expressly authorised to acquire for the benefit of a third party, in the third party in question, from the end of such period as may be specified in the declaration (not being less than 3 months from the date on which the service of notices required by section 6 below is complete.”.

(5) In section 5(b) (earliest date for execution of declaration), in subsection (2), omit the words from “; and this subsection” to the end.

(6) Omit section 5A(c) (time limit for general vesting declaration).

(7) In section 5B(1)(d) (extension of time limit during challenge) for “section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order), the three year period mentioned in section 5A” substitute “section 118 (legal challenges relating to applications for orders granting development consent) of the Planning Act 2008 the five year period mentioned in article 24 (time limit for exercise of authority to acquire land

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(a) Section 11A was inserted by section 186(3) of the Housing and Planning Act 2016.

(b) Section 5 was amended by Schedule 15 to the Housing and Planning Act 2016.

(c) Section 5A was inserted by section 182(2) of the Housing and Planning Act 2016 (c. 22).

(d) Section 5B(1) was inserted by section 202(2) of the Housing and Planning Act 2016.

compulsorily) of the M25 Junction 10/A3 Wisley Interchange Development Consent Order 202[ ](a)".

(8) In section 6(b) (notices after execution of declaration) in subsection (1)(b) for "section 15 of, or paragraph 6 of Schedule 1 to, the Acquisition of Land Act 1981" substitute "section 134(c) (notice of authorisation of compulsory acquisition) of the Planning Act 2008".

(9) In section 7(d) (constructive notice to treat) in subsection (1)(a), omit "(as modified by section 4 of the Acquisition of Land Act 1981)".

(10) In section 8 (vesting, and right to enter and take possession), after subsection (3), insert—

"(4) In this section references to the acquiring authority include any third party referred to in section 4(1)."

(11) In section 10 (acquiring authority's liability arising on vesting of the land), in subsection (1), after "vested in an acquiring authority" insert "or a third party".

(12) In section 11 (recovery of compensation overpaid), for subsection (1) substitute—

"(1) This section applies where after the execution of a general vesting declaration a person ("the claimant") claims compensation in respect of the acquisition of an interest in land by virtue of the declaration, and the acquiring authority pay compensation in respect of that interest."

(13) In Schedule A1(e) (counter-notice requiring purchase of land not in general vesting declaration), omit paragraph 1(2).

(14) References to the 1965 Act in the 1981 Act are to be construed as references to the 1965 Act as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (and as modified by article 28 (modification of Part 1 of the 1965 Act)) to the compulsory acquisition of land under this Order.

### **Modification of the 2017 Regulations**

**30.**—(1) Schedule 1 to the 2017 Regulations is modified as follows.

(2) In paragraph (3) of Form 1, after "from the date on which the service of notices required by section 6 of the Act is completed" insert—

"(1A) The [insert land or rights or both] described in Part [ ] of the Schedule hereto as being for the benefit of third parties and more particularly delineated on the plan annexed hereto vests in the third parties in question as from the end of the period of [insert period of 3 months or longer] from the date on which the service of notices required by section 6 of the Act is completed."

(3) References in Form 2 to "in themselves" is substituted with "in themselves and any identified third parties".

(4) In paragraph (b) of the notes on use of Form 2—

(a) after "Insert the name of the authority" insert "and, where the context so requires, a reference to third parties"; and

(b) omit "Thereafter rely on that definition wherever "(b)" appears in the text."

### **Acquisition of subsoil or airspace only**

**31.**—(1) The undertaker may acquire compulsorily so much of, or such rights in, the subsoil of or of the airspace over the land referred to in paragraph (1) of article 22 (compulsory acquisition

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(a) S.I. 202[ ]/[ ]

(b) Section 6 was amended by section 4 of, and paragraph 52(2) of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11) and paragraph 7 of Schedule 15 to the Housing and Planning Act 2016.

(c) Section 134 was amended by section 142 of, and Part 21 of Schedule 25 to, the Localism Act 2011 and S.I. 2012/16.

(d) Section 7(1) was substituted by paragraphs 1 and 3 of Schedule 18 to the Housing and Planning Act 2016.

(e) Schedule A1 was inserted by paragraph 6 of Part 1 of Schedule 18 to the Housing and Planning Act 2016.

of land) as may be required for any purpose for which that land may be acquired under that provision instead of acquiring the whole of the land.

(2) Where the undertaker acquires any part of, or rights in, the subsoil of or the airspace over land referred to in paragraph (1), the undertaker is not required to acquire an interest in any other part of the land.

(3) The following do not apply in connection with the exercise of the power under paragraph (1) in relation to subsoil or airspace only—

- (a) Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as modified by article 28 (modification of Part 1 of the 1965 Act));
- (b) Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration) to the 1981 Act; and
- (c) section 153(4A)(a) (blighted land: proposed acquisition of part interest; material detriment test) of the 1990 Act.

(4) Paragraphs (2) and (3) are to be disregarded where the undertaker acquires a cellar, vault, arch or other construction forming part of a house, building or manufactory.

### **Rights under or over streets**

**32.**—(1) The undertaker may enter on and appropriate so much of the subsoil of, or airspace over, any street within the Order limits as may be required for the purposes of the authorised development and may use the subsoil or airspace for those purposes or any other purpose ancillary to the authorised development.

(2) Subject to paragraph (3), the undertaker may exercise any power conferred by paragraph (1) in relation to a street without being required to acquire any part of the street or any easement or right in the street.

(3) Paragraph (2) does not apply in relation to—

- (a) any subway or underground building; or
- (b) any cellar, vault, arch or other construction in, on or under a street which forms part of a building fronting onto the street.

(4) Subject to paragraph (5), any person who is an owner or occupier of land in respect of which the power of appropriation conferred by paragraph (1) is exercised without the undertaker acquiring any part of that person's interest in the land, and who suffers loss as a result, will be entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

(5) Compensation is not payable under paragraph (4) to any person who is an undertaker to whom section 85 (sharing cost of necessary measures) of the 1991 Act applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

### **Temporary use of land for carrying out the authorised development**

**33.**—(1) The undertaker may, in connection with the carrying out of the authorised development, but subject to article 24 (time limit for the exercise of authority to acquire land compulsorily)—

(a) enter on and take temporary possession of—

- (i) the land specified in column (1) of Schedule 7 (land of which temporary possession may be taken) for the purpose specified in relation to that land in column (2) of that Schedule relating to the part of the authorised development specified in column (3) of that Schedule; and
- (ii) any other Order land in respect of which no notice of entry has been served under section 11 (powers of entry) of the 1965 Act (other than in connection with the

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(a) Subsection (4A) of section 153 was inserted by section 200(1) and (2) of the Housing and Planning Act 2016.

acquisition of rights only) and no declaration has been made under section 4 (execution of declaration) of the 1981 Act;

- (b) remove any buildings and vegetation from that land;
- (c) construct temporary works (including the provision of means of access) and buildings on that land; and
- (d) construct any works on that land as are mentioned in Schedule 1 (authorised development).

(2) Not less than 14 days before entering on and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land and explain the purpose for which entry is taken in respect of land specified under paragraph (1)(a)(ii).

(3) Notwithstanding article 24(2), the undertaker may not, without the agreement of the owners of the land, remain in possession of any land under this article—

- (a) in the case of land specified in paragraph (1)(a)(i), after the end of the period of two years beginning with the date of completion of the part of the authorised development specified in relation to that land in column (3) of Schedule 7; or
- (b) in the case of any land referred to in paragraph (1)(a)(ii), after the end of the period of two years beginning with the date of completion of the work for which temporary possession of the land was taken unless the undertaker has, by the end of that period, served a notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act in relation to that land.

(4) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land; but the undertaker is not required to—

- (a) replace a building removed under this article;
- (b) restore the land on which any permanent works have been constructed under paragraph (1)(d);
- (c) remove any ground strengthening works which have been placed on the land to facilitate construction of the authorised development; or
- (d) remove any measures installed over or around statutory undertakers' apparatus to protect that apparatus from the authorised development.

(5) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of this article.

(6) Any dispute as to a person's entitlement to compensation under paragraph (5), or as to the amount of the compensation, is to be determined under Part 1 of the 1961 Act.

(7) Any dispute as to the satisfactory removal of temporary works and restoration of land under paragraph (4) does not prevent the undertaker giving up possession of the land.

(8) Nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the carrying out of the authorised development, other than loss or damage for which compensation is payable under paragraph (5).

(9) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(10) Section 13(a) (refusal to give possession to acquiring authority) of the 1965 Act applies to the temporary use of land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

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(a) Section 13 was amended by sections 62(3) and 139 of, and paragraphs 27 and 28 of Schedule 13, and Part 3 of Schedule 23 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).

### **Temporary use of land for maintaining the authorised development**

**34.**—(1) Subject to paragraph (2), at any time or times during the maintenance period relating to any part of the authorised development, the undertaker may—

- (a) enter upon and take temporary possession of any land within the Order limits if such possession is reasonably required for the purpose of maintaining the authorised development; and
- (b) construct such temporary works (including the provision of means of access) and buildings on the land as may be reasonably necessary for that purpose.

(2) Paragraph (1) does not authorise the undertaker to take temporary possession of—

- (a) any house or garden belonging to a house; or
- (b) any building (other than a house) if it is for the time being occupied.

(3) Not less than 28 days before entering upon and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land and explain the purpose for which entry is taken.

(4) The undertaker may only remain in possession of land under this article for so long as may be reasonably necessary to carry out the maintenance of the part of the authorised development for which possession of the land was taken.

(5) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land.

(6) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the powers conferred by this article.

(7) Any dispute as to a person's entitlement to compensation under paragraph (6), or as to the amount of the compensation, is to be determined under Part 1 of the 1961 Act.

(8) Nothing in this article affects any liability to pay compensation under section 152 (compensation in case where no right to claim in nuisance) of the 2008 Act or under any other enactment in respect of loss or damage arising from the execution of any works, other than loss or damage for which compensation is payable under paragraph (6).

(9) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(10) Section 13 (refusal to give possession to the acquiring authority) of the 1965 Act applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 (application of compulsory acquisition provisions) of the 2008 Act.

(11) In this article “the maintenance period”, in relation to any part of the authorised development means the period of 5 years beginning with the date on which that part of the authorised development is first opened for use, save that in relation to the replacement land identified in Part 4 of Schedule 10 (replacement land) to this Order, “the maintenance period” means such period for the maintenance and management of that land as may be specified in a scheme approved by the Secretary of State under requirement 7 of Schedule 2 (design, layout and implementation of Replacement Land).

### **Crown Rights**

**35.**—(1) Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and, in particular, nothing in this Order authorises the undertaker or any licensee—

- (a) to take, use, enter on or in any manner interfere with any land or rights of any description including any part of any river, channel or creek)—

- (i) belonging to Her Majesty in right of the Crown and forming part of the Crown Estate without the consent in writing of the Crown Estate Commissioners;
  - (ii) belonging to Her Majesty in right of the Crown and not forming part of the Crown Estate without the consent in writing of the government department having the management of that land; or
  - (iii) belonging to a government department or held in trust for Her Majesty for the purposes of a government department without the consent in writing of that government department; or
- (b) to exercise any right under this Order compulsorily to acquire an interest in any land which is Crown land (as defined in section 227 of the 2008 Act) that is for the time being held otherwise than by or on behalf of the Crown without the consent in writing of the appropriate Crown authority (as defined that section).
- (2) Consent under paragraph (1) may be given unconditionally or subject to terms and conditions, and is deemed to have been given in writing where it is sent electronically.

### **Statutory undertakers**

**36.**—(1) Subject to the provisions of Schedule 9 (protective provisions), article 25 (compulsory acquisition of rights and restrictive covenants) and paragraph (2), the undertaker may—

- (a) acquire compulsorily, or acquire new rights or impose restrictive covenants over, any Order land belonging to statutory undertakers; and
- (b) extinguish the rights of, and remove or reposition apparatus belonging to, statutory undertakers over or within the Order land.

(2) Paragraph (1)(b) has no effect in relation to apparatus in respect of which the following provisions apply—

- (a) Part 3 (street works in England and Wales) of the 1991 Act; and
- (b) article 37 (apparatus and rights of statutory undertakers in stopped up streets) of this Order.

### **Apparatus and rights of statutory undertakers in stopped up streets**

**37.**—(1) Where a street is stopped up under article 15 (permanent stopping up and restriction of use of streets and private means of access), any statutory utility whose apparatus is under, in, on, along or across the street has the same powers and rights in respect of that apparatus, subject to the provisions of this article, as if this Order had not been made.

(2) Where a street is stopped up under article 15 any statutory utility whose apparatus is under, in, on, over, along or across the street may, and if reasonably requested to do so by the undertaker must—

- (a) remove the apparatus and place it or other apparatus provided in substitution for it in such other position as the utility may reasonably determine and have power to place it; or
- (b) provide other apparatus in substitution for the existing apparatus and place it in such position as described in sub-paragraph (a).

(3) Subject to the following provisions of this article, the undertaker must pay to any statutory utility an amount equal to the cost reasonably incurred by the utility in or in connection with—

- (a) the execution of the relocation works required in consequence of the stopping up of the street; and
- (b) the doing of any other work or thing rendered necessary by the execution of the relocation works.

(4) If in the course of the execution of relocation works under paragraph (2)—

- (a) apparatus of a better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus; or



(b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was, and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker, or, in default of agreement, is not determined by arbitration to be necessary, then, if it involves cost in the execution of the relocation works exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which, apart from this paragraph, would be payable to the statutory utility by virtue of paragraph (3) is to be reduced by the amount of that excess.

(5) For the purposes of paragraph (4)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(6) An amount which, apart from this paragraph, would be payable to a statutory utility in respect of works by virtue of paragraph (3) (and having regard, where relevant, to paragraph (4)) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

(7) Paragraphs (3) to (6) do not apply where the authorised development constitutes major highway works, major bridge works or major transport works for the purposes of Part 3 of the 1991 Act, but instead—

- (a) the allowable costs of the relocation works are to be determined in accordance with section 85 (sharing of cost of necessary measures) of that Act and any regulations for the time being having effect under that section; and
- (b) the allowable costs are to be borne by the undertaker and the statutory utility in such proportions as may be prescribed by any such regulations.

(8) In this article—

“apparatus” has the same meaning as in Part 3 of the 1991 Act;

“relocation works” means work executed, or apparatus provided, under paragraph (2); and

“statutory utility” means a statutory undertaker for the purposes of the 1980 Act or a public communications provider as defined in section 151(1) of the Communications Act 2003(a).

### **Recovery of costs of new connections**

**38.**—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 36 (statutory undertakers) any person who is the owner or occupier of premises to which a supply was given from that apparatus is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.

(2) Paragraph (1) does not apply in the case of the removal of a public sewer but where such a sewer is removed under article 36, any person who is—

- (a) the owner or occupier of premises the drains of which communicated with that sewer; or
- (b) the owner of a private sewer which communicated with that sewer,

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(a) 2003 c. 21. There are amendments to section 151 which are not relevant to this Order.

is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of making the drain or sewer belonging to that person communicate with any other public sewer or with a private sewerage disposal plant.

(3) This article does not have effect in relation to apparatus to which article 37 (apparatus and rights of statutory undertakers in stopped up streets) or Part 3 of the 1991 Act applies.

(4) In this paragraph—

“public communications provider” has the same meaning as in section 151(1) of the Communications Act 2003; and

“public utility undertaker” means a gas, water, electricity or sewerage undertaker.

### **Special category land**

**39.**—(1) On the exercise by the undertaker of the relevant Order powers, the special category land identified in Part 1 of Schedule 10 to this Order is not to vest in the undertaker, and the undertaker may not acquire any rights over the special category (rights) land identified in Part 2 of Schedule 10 to this Order, until the undertaker has acquired the replacement land identified in Part 4 of Schedule 10 to this Order and the Secretary of State has approved the details required by requirement 7 (design, layout and implementation of Replacement Land) of Schedule 2 (requirements) to this Order.

(2) On the requirements of paragraph (1) being satisfied, the special category land identified in Part 1 of Schedule 10 to this Order is to vest in the undertaker and be discharged from all rights, trusts and incidents to which it was previously subject.

(3) On the requirements of paragraph (1) being satisfied, the undertaker may acquire the rights over the special category (rights) land identified in Part 2 of Schedule 10 to this Order and the said land is to be discharged from all rights, trusts and incidents to which it was previously subject so far as their continuance would be inconsistent with the said rights to be acquired.

(4) On the requirements of paragraph (1) being satisfied, the land numbered 2/13 (being common land of which temporary possession may be taken under this Order) in the book of reference and on the land plans will be discharged from all rights, trusts and incidents to which it was previously subject.

(5) On the date on which the land comprising plots numbered in the book of reference and on the land plans 11/16, 11/17, 11/17b, 11/17c (in so far as not required for the purpose of paragraph (7)) 11/17d, 11/17e, 11/17f, 11/17g, 11/17h, 11/17i, 11/17j, ~~13/9, 13/9b, 13/12, 13/12a, 14/1, 14/1a, 14/3, 26/4, 26/4a, 26/5, 26/5a, 26/6, 28/2~~ and 30/1 is laid out and provided in accordance with the requirements at paragraph (1), the said land is to vest in the persons in whom the special category land identified in Part 1 and Part 2 of Schedule 10 to this Order (save for the land comprised in plots numbered 11/3a, 11/4a, 11/8 and 11/8a in the book of reference and on the land plans) was vested immediately before it was vested in the undertaker and is to be subject to the same rights, trusts and incidents as attached to that land.

(6) On the date on which the land comprising plot numbered 27/1 and 11/17a in the book of reference and on the land plans is laid out and provided in accordance with the scheme requirements at paragraph (1), the said land is to vest in the persons in whom the land comprised in plots numbered 11/3a and 11/4a in the book of reference and on the land plans was vested immediately before it was vested in the undertaker and is to be subject to the same rights, trusts and incidents as attached to that land.

(7) On the date on which the land comprising so much of plot numbered 11/17c in the book of reference as is required for the purpose of providing replacement land to the persons in whom those parts of the special category land comprised in plots numbered 11/8, 11/8a and 28/2 in the book of reference and on the land plans was vested immediately before it was vested in the undertaker is laid out and provided in accordance with the scheme requirements at paragraph (1), the said land is to vest in the persons described in this paragraph and is to be subject to the same rights, trusts and incidents as attached to that land.

(8) In this article—

“the relevant Order powers” means the powers exercisable over the special category land or the special category (rights) land by the undertaker under article 22 (compulsory acquisition of land) or article 25 (compulsory acquisition of rights and restrictive covenants);

## PART 6 OPERATIONS

### **Felling or lopping of trees and removal of hedgerows**

**40.**—(1) The undertaker may fell or lop any tree or shrub within or overhanging land within the Order limits, or cut back its roots, if it reasonably believes it to be necessary to do so to prevent the tree or shrub—

- (a) from obstructing or interfering with the construction, maintenance or operation of the authorised development or any apparatus used in connection with the authorised development; or
- (b) from constituting a danger to persons using the authorised development.

(2) In carrying out any activity authorised by paragraph (1), the undertaker must do no unnecessary damage to any tree or shrub and must pay compensation to any person for any loss or damage arising from such activity.

(3) Any dispute as to a person’s entitlement to compensation under paragraph (2), or as to the amount of compensation, is to be determined under Part 1 of the 1961 Act.

(4) The undertaker may, for the purposes of carrying out the authorised development but subject to paragraph (2), remove any hedgerow within the Order limits that is required to be removed.

(5) In this article “hedgerow” has the same meaning as in the Hedgerow Regulations 1997(a) and includes important hedgerows.

### **Trees subject to tree preservation orders**

**41.**—(1) The undertaker may fell or lop any tree described in Schedule 8 (trees subject to tree preservation orders) or cut back its roots or undertake such other works described in column (2) of that Schedule relating to the relevant part of the authorised development described in column (3) of that Schedule, if it reasonably believes it to be necessary in order to do so to prevent the tree or shrub—

- (a) from obstructing or interfering with the construction, maintenance or operation of the authorised development or any apparatus used in connection with the authorised development; or
- (b) from constituting a danger to persons using the authorised development.

(2) In carrying out any activity authorised by paragraph (1)—

- (a) the undertaker shall do no unnecessary damage to any tree or shrub and must pay compensation to any person for any loss or damage arising from such activity; and
- (b) the duty contained in section 206(1) (replacement of trees) of the 1990 Act shall not apply.

(3) The authority given by paragraph (1) shall constitute a deemed consent under the relevant tree preservation order.

(4) Any dispute as to a person’s entitlement to compensation under paragraph (2), or as to the amount of compensation, shall be determined under Part 1 of the 1961 Act.

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(a) S.I. 1997/1160.

**PART 7**  
**MISCELLANEOUS AND GENERAL**

**Application of landlord and tenant law**

**42.**—(1) This article applies to—

- (a) any agreement for leasing to any person the whole or any part of the authorised development or the right to operate the same; and
- (b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised development, or any part of it,

so far as any such agreement relates to the terms on which any land which is the subject of a lease granted by or under that agreement is to be provided for that person's use.

(2) No enactment or rule of law regulating the rights and obligations of landlords and tenants prejudices the operation of any agreement to which this article applies.

(3) No such enactment or rule of law applies in relation to the rights and obligations of the parties to any lease granted by or under any such agreement so as to—

- (a) exclude or in any respect modify any of the rights and obligations of those parties under the terms of the lease, whether with respect to the termination of the tenancy or any other matter;
- (b) confer or impose on any such party any right or obligation arising out of or connected with anything done or omitted on or in relation to land which is the subject of the lease, in addition to any such right or obligation provided for by the terms of the lease; or
- (c) restrict the enforcement (whether by action for damages or otherwise) by any party to the lease of any obligation of any other party under the lease.

**Operational land for purposes of the Town and Country Planning Act 1990**

**43.** Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264(3) (cases in which land is to be treated as operational land for the purposes of that Act) of the 1990 Act.

**Defence to proceedings in respect of statutory nuisance**

**44.**—(1) Where proceedings are brought under section 82(1) (summary proceedings by person aggrieved by statutory nuisance) of the Environmental Protection Act 1990(a) in relation to a nuisance falling within paragraph (g) of section 79(1) (noise emitted from premises so as to be prejudicial to health or a nuisance) of that Act no order is to be made, and no fine may be imposed, under section 82(2)(b) of that Act if—

- (a) the defendant shows that the nuisance—
  - (i) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised development and that the nuisance is attributable to the carrying out of the authorised development in accordance with a notice served under section 60 (control of noise on construction site), or a consent given under section 61 (prior consent for work on construction site) of the Control of Pollution Act 1974(c); or
  - (ii) is a consequence of the construction or maintenance of the authorised development and that it cannot reasonably be avoided; or

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(a) 1990 c. 43. There are amendments to this subsection which are not relevant to this Order.

(b) Subsection (2) was amended by section 5(2) of the Noise and Statutory Nuisance Act 1993 (c. 40); there are other amendments to this subsection which are not relevant to this Order.

(c) 1974 c. 40. Section 61(9) was amended by section 162 of, and paragraph 15(1) and (3) of Schedule 3 to, the Environmental Protection Act 1990 c. 43. There are other amendments to this subsection which are not relevant to this Order.

- (b) the defendant shows that the nuisance is a consequence of the use of the authorised development and that it cannot reasonably be avoided.

(2) Section 61(9) (consent for work on construction site to include statement that it does not of itself constitute a defence to proceedings under section 82 of the Environmental Protection Act 1990) of the Control of Pollution Act 1974 does not apply where the consent relates to the use of premises by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised development.

### **Protection of interests**

45. Schedule 9 (protective provisions) to the Order has effect.

### **Certification of documents, etc.**

46.—(1) As soon as practicable after the making of this Order, the undertaker must submit copies of each of the plans and documents set out in Schedule 11 (documents to be certified) to the Secretary of State for certification that they are true copies of those plans and documents.

(2) Where any plan or document set out in Schedule 11 requires to be amended to reflect the terms of the Secretary of State’s decision to make the Order, that plan or document in the form amended to the Secretary of State’s satisfaction is the version of the plan or document required to be certified under paragraph (1).

(3) A plan or document so certified will be admissible in any proceedings as evidence of the contents of the document of which it is a copy.

### **Service of notices**

47.—(1) A notice or other document required or authorised to be served for the purposes of this Order may be served—

- (a) by post;
- (b) by delivering it to the person on whom it is to be served or to whom it is to be given or supplied; or
- (c) with the consent of the recipient and subject to paragraphs (5) to (8) by electronic transmission.

(2) Where the person on whom a notice or other document to be served for the purposes of this Order is a body corporate, the notice or document is duly served if it is served on the secretary or clerk of that body.

(3) For the purposes of section 7 (references to service by post) of the Interpretation Act 1978(a) as it applies for the purposes of this article, the proper address of any person in relation to the service on that person of a notice or document under paragraph (1) is, if that person has given an address for service, that address, and otherwise—

- (a) in the case of the secretary or clerk of a body corporate, the registered or principal office of that body; and
- (b) in any other case, the last known address of that person at the time of service.

(4) Where for the purposes of this Order a notice or other document is required or authorised to be served on a person as having any interest in, or as the occupier of, land and the name or address of that person cannot be ascertained after reasonable enquiry, the notice may be served by—

- (a) addressing it to that person by name or by the description of “owner”, or as the case may be “occupier”, of the land (describing it); and
- (b) either leaving it in the hands of a person who is or appears to be resident or employed on the land or leaving it conspicuously affixed to some building or object on or near the land.

(5) Where a notice or other document required to be served or sent for the purposes of this Order is served or sent by electronic transmission the requirement will be taken to be fulfilled only where—

- (a) the recipient of the notice or other document to be transmitted has given consent to the use of electronic transmission in writing or by electronic transmission;
- (b) the notice or document is capable of being accessed by the recipient;
- (c) the notice or document is legible in all material respects; and
- (d) the notice or document is in a form sufficiently permanent to be used for subsequent reference.

(6) Where the recipient of a notice or other document served or sent by electronic transmission notifies the sender within 7 days of receipt that the recipient requires a paper copy of all or part of that notice or other document the sender will provide such a copy as soon as reasonably practicable.

(7) Any consent to the use of electronic communication given by a person may be revoked by that person in accordance with paragraph (8).

(8) Where a person is no longer willing to accept the use of electronic transmission for any of the purposes of this Order—

- (a) that person must give notice in writing or by electronic transmission revoking any consent given by that person for that purpose; and
- (b) such revocation will be final and will take effect on a date specified by the person in the notice but that date must not be less than 7 days after the date on which the notice is given.

(9) This article will not be taken to exclude the employment of any method of service not expressly provided for by it.

(10) In this article “legible in all material respects” means that the information contained in the notice or document is available to that person to no lesser extent than it would be if served, given or supplied by means of a notice or document in printed form.

### **Amendment of local legislation**

**48.**—(1) The following local enactments and local byelaws, and any byelaws or other provisions made under any of those enactments or byelaws, are hereby excluded and do not apply insofar as inconsistent with a provision, of or a power conferred by, this Order—

- (a) Cobham, Leatherhead and Godalming Bridges Act 1782<sup>(a)</sup> sections 1 and 6;
- (b) Cobham Gas Act 1899<sup>(b)</sup> section 29;
- (c) Electric Lighting Orders Confirmation (No.1) Act 1908<sup>(c)</sup> sections 4 and 5;
- (d) Borough of Guildford Byelaws with respect to Loading of Vehicles and Deposit of Mud on Highways 1968, byelaws 2 and 3; and
- (e) Surrey Act 1985<sup>(d)</sup> sections 5(1) and 5(2).

(2) For the purpose of paragraph (1) a provision is inconsistent with the exercise of a power conferred by this Order if and insofar as (in particular)—

- (a) it would make it an offence to take action, or not to take action, in pursuance of a power conferred by this Order;
- (b) action taken in pursuance of a power conferred by this Order would cause the provision to apply so as to enable a person to require the taking of remedial or other action or so as to enable remedial or other action to be taken; or
- (c) action taken in pursuance of a power or duty under the provisions would or might interfere with the exercise of any work authorised by this Order.

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(a) 1782 c. 17.  
 (b) 1899 c. lxxxvi.  
 (c) 1908 c. cxv.  
 (d) 1985 c. iii.

(3) Where any person notifies the undertaker in writing that anything done or proposed to be done by the undertaker or by virtue of this Order would amount to a contravention of a statutory provision of local application, the undertaker must as soon as reasonably practicable, and at any rate within 14 days of receipt of the notice, respond in writing setting out—

- (a) whether the undertaker agrees that the action taken or proposed does or would contravene the provision of local application;
- (b) if the undertaker does agree, the grounds (if any) on which the undertaker believes that the provision is excluded by this article; and
- (c) the extent of that exclusion.

#### **Appeals relating to the Control of Pollution Act 1974**

**49.**—(1) The undertaker may appeal in the event that a local authority issues a notice under section 60 (control of noise on construction sites), or does not give consent or grants consent but subject to conditions, under section 61 (prior consent for work on construction sites) of the Control of Pollution Act 1974(a).

(2) The appeal process is as follows—

- (a) any appeal by the undertaker must be made within 42 days of the date of the notice of the decision, or the date by which a decision was due to be made, as the case may be;
- (b) the undertaker must submit the appeal documentation to the Secretary of State and must on the same day provide copies of the appeal documentation to the local authority and affix a notice to a conspicuous object on or near the site of the works which are the subject of such appeal, which must give details of the decision of the local authority and notice that an appeal has been made together with the address within the locality where the appeal documents may be inspected and details of the manner in which representations on the appeal may be made;
- (c) as soon as is practicable after receiving the appeal documentation, the Secretary of State must appoint a person to consider the appeal (“the appointed person”) and must notify the appeal parties of the identity of the appointed person, a start date and the address to which all correspondence for their attention should be sent;
- (d) the local authority must submit their written representations to the appointed person in respect of the appeal within 10 business days of the start date and must ensure that copies of their written representations and any other representations as sent to the appointed person are sent to each other and to the undertaker on the day on which they are submitted to the appointed person;
- (e) the appeal parties must make any counter-submissions to the appointed person within 10 business days of receipt of written representations under sub-paragraph (d); and
- (f) the appointed person must make a decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable.

(3) The appointment of the person under sub-paragraph (2)(c) may be undertaken by a person appointed by the Secretary of State for this purpose instead of by the Secretary of State.

(4) In the event that the appointed person considers that further information is necessary to enable the appointed person to consider the appeal, the appointed person must as soon as practicable notify the appeal parties in writing specifying the further information required, the appeal party from whom the information is sought, and the date by which the information is to be submitted.

(5) Any further information required under paragraph (4) must be provided by the party from whom the information is sought to the appointed person and to other appeal parties by the date specified by the appointed person.

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(a) 1974 c. 40.

(6) The appointed person must notify the appeal parties of the revised timetable for the appeal on or before that day.

(7) The revised timetable for the appeal must require submission of written representations to the appointed person within 10 business days of the agreed date but must otherwise be in accordance with the process and time limits set out in sub-paragraphs (2)(c) to (e).

(8) On an appeal under this paragraph, the appointed person may—

- (a) allow or dismiss the appeal; or
- (b) reverse or vary any part of the decision of the local authority (whether the appeal relates to that part of it or not),

and may deal with the application as if it had been made to the appointed person in the first instance.

(9) The appointed person may proceed to a decision on an appeal taking into account such written representations as have been sent within the relevant time limits and in the sole discretion of the appointed person such written representations as have been sent outside the relevant time limits.

(10) The appointed person may proceed to a decision even though no written representations have been made within the relevant time limits, if it appears to the appointed person that there is sufficient material to enable a decision to be made on the merits of the case.

(11) The decision of the appointed person on an appeal is final and binding on the parties, and a court may entertain proceedings for questioning the decision only if the proceedings are brought by a claim for judicial review.

(12) Except where a direction is given under paragraph (13) requiring some or all of the costs of the appointed person to be paid by the local authority, the reasonable costs of the appointed person must be met by the undertaker.

(13) The appointed person may give directions as to the costs of the appeal and as to the parties by whom such costs are to be paid.

(14) In considering whether to make any such direction and the terms on which it is to be made, the appointed person must have regard to the relevant Planning Practice Guidance published by the Ministry for Housing, Communities and Local Government or such guidance as may from time to time replace it.

## **Arbitration**

**50.**—(1) Subject to paragraph (2), any dispute arising under any provision of this Order may not be referred to the courts of England and Wales and shall instead be referred to and settled by a single arbitrator to be agreed between the parties, or failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) by the President of the Institution of Civil Engineers.



(2) Paragraph (1) does not apply to any dispute which falls to be determined by the Upper Tribunal or where the parties to the dispute otherwise agree in writing.

Date

*Signed*  
Title  
Department

# SCHEDULES

## SCHEDULE 1

Article 2

### AUTHORISED DEVELOPMENT

**In the administrative areas of Surrey County Council, Elmbridge Borough Council and Guildford Borough Council.**

The Works are situated as follows—

- (a) in respect of the whole of each and every Work No. in the administrative area of Surrey County Council;
- (b) in respect of the whole of Work Nos. 1, 1(a), 1(b), 1(c), 1(d), 1(e), 2, 3, 4, 5, 5(a), 5(b), 5(c), 5(d), 5(e), 6, 6(a), 6(b), 6(c), 7, 7(a), 7(b), 7(c), 8, 9, 10, 11, 12, 13, 14, 19, 20, 21, 22, 23(a), 23(b), 23(c), 23(d), 23(e), 23(f), 23(g), 24(c), 25, 25(a), 27(b), 27(d), 29, 30(a), 30(b), 30(c), 30(d), 31, 31(a), 31(b), 31(c), 31(d), 31(e), 31(f), 31(g), 31(h), 32, 33, 33(a), 33(b), 33(c), 33(d), 33(e), 33(f), 33(g), 33(h), 33(i), 34, 35(a), 35(b), 35(c), 35(d), 36, 38, 49, 50(a), 50(b), 51(a), 52(a), 52(b), 52(c), 52(d), 52(e), 52(f), 52(g), 52(h), 52(i), 52(m), 53(a), 53(b), 53(c), 53(d), 53(e), 53(f), 54, 55, 56, 57(a), 57(b), 58(a), 58(b), 58(c), 58(e), 58(f), 58(g), 58(h), 59(a), 59(b), 59(c), 59(d), 59(e), 60, 61(a), 61(b), 62(a), 62(b), 62(c), 62(d), 62(e), 62(f), 62(g), 63(a), 63(e), 63(f), 64(a), 64(b), 64(c), 65(b), 65(c), 65(d) and part of Work Nos. 15, 15(a), 15(b), 17, 17(a), 17(b), 24, 24(a), 24(b), 26, 27, 27(a), 27(c), 28, 28(a), 35, 35(e), 35(f), 37, 39, 51, 53(g), 58(d), 59(f), 61(c), 61(d), 62(h), 63(b), 64(d), 65 and 65(a) in the administrative area of Guildford Borough Council; and
- (c) in respect of the whole of Work Nos. 15(c), 15(d), 16, 17(c), 17(d), 17(e), 18, 18(a), 18(b), 23(h), 23(i), 23(j), 30(e), 30(f), 35(g), 35(h), 35(i), 35(j), 35(k), 40, 41, 42(a), 42(b), 42(c), 42(d), 42(e), 43, 44(a), 44(b), 44(c), 44(d), 44(e), 44(f), 45, 46, 47(a), 47(b), 47(c), 47(d), 47(e), 47(f), 52(j), 52(k), 52(l), 62(i), 62(j), 62(k), 62(l), 62(m), 62(n), 62(o), 62(p), 62(q), 63(c), 63(d), 64(e), 64(f), 64(g), 64(h), 64(i), 64(j), 64(k), 65(e), 65(f), 65(g), 65(h) and part of Work Nos. 15, 15(a), 15(b), 17, 17(a), 17(b), 24, 24(a), 24(b), 26, 27, 27(a), 27(c), 28, 28(a), 35, 35(e), 35(f), 37, 39, 51, 53(g), 58(d), 59(f), 61(c), 61(d), 62(h), 63(b), 64(d), 65 and 65(a) in the administrative area of Elmbridge Borough Council.

The authorised development comprises two nationally significant infrastructure projects as defined in sections 14 and 22 of the 2008 Act; one relating to the alteration of the M25 and the other to the alteration of the A3; and associated development as defined in section 115(2) of the 2008 Act in relation to both, comprising as follows—

#### **Highway works - A3 (Ockham Park junction - M25 Junction 10)**

**Work No.1** — Improvement of the A3 northbound carriageway commencing 350 metres to the south of the A3 Ockham Park junction and continuing northwards to the diverge for the A3 northbound off-slip at M25 junction 10, in total approximately 2,755 metres in length, as shown on Sheets 1, 2, 3, 4 and 5 of the Works Plans. To include—

- (a) carriageway resurfacing and modifications to road markings, lighting, signage, existing gantries and associated cabling and ducting works, as shown on Sheets 1, 2, 3, 4 and 5 of the Works Plans;
- (b) a new cycle track commencing in the verge of the A3 northbound carriageway to the south of the A3 Ockham Park junction and connecting with the B2215 Portsmouth Road, approximately 65 metres in length, as shown on Sheet 1 of the Works Plans;
- (c) widening of the A3 northbound carriageway to four lanes between the A3 Ockham Park junction and M25 junction 10, approximately 1,810 metres in length, as shown on Sheets 2, 3 and 4 of the Works Plans;

- (d) works associated with the stopping up of the junction between the A3 northbound carriageway and Wisley Lane, as shown on Sheet 2 of the Works Plans and on Sheet 2 of the Streets, Rights of Way and Access Plans; and
- (e) works to extend an existing culvert beneath the A3 northbound carriageway, as shown on Sheet 3 of the Works Plans.

**Work No.2** — Improvement and widening of the A3 northbound on-slip at the A3 Ockham Park junction, in total approximately 650 metres in length, as shown on Sheets 1 and 2 of the Works Plans. To include modifications to signage, carriageway surfacing, road markings and lighting.

**Work No.3** — Improvement, realignment and widening of the A3 northbound off-slip at M25 junction 10, in total approximately 315 metres in length, as shown on Sheets 4 and 5 of the Works Plans. To include modifications to signage, carriageway surfacing, road markings and lighting; and works associated with the stopping up of the existing private access to Pond Farm, Hut Hill Cottage and the Birchmere Scout Camp, as shown at point D on Sheet 5 of the Streets, Rights of Way and Access Plans.

**Work No.4** — Alteration and widening of the A3 southbound on-slip at M25 junction 10, in total approximately 870 metres in length, as shown on Sheets 4 and 5 of the Works Plans. To include the improvement of the junction with Old Lane and modifications to signage, carriageway surfacing, road markings and lighting.

**Work No.5** — Improvement of the A3 southbound carriageway commencing 250 metres south of M25 junction 10 and continuing to a point 350 metres south of the A3 Ockham Park junction, in total approximately 2,755 metres in length, as shown on Sheets 1, 2, 3, 4 and 5 of the Works Plans. To include—

- (a) carriageway resurfacing and modifications to road markings, lighting, signage and associated cabling and ducting works, as shown on Sheets 1, 2, 3, 4 and 5 of the Works Plans;
- (b) widening of the A3 southbound carriageway to four lanes between M25 junction 10 and the A3 Ockham Park junction, approximately 1,310 metres in length, as shown on Sheets 2, 3 and 4 of the Works Plans;
- (c) a new retaining wall structure along the edge of Bolder Mere and associated marginal planting measures, approximately 230 metres in length, as shown on Sheets 3 and 4 of the Works Plans;
- (d) works to extend an existing culvert beneath the A3 southbound carriageway, as shown on Sheet 3 of the Works Plans; and
- (e) works associated with the stopping up of Elm Lane, as shown on Sheet 2 of the Works Plans and on Sheet 2 of the Streets, Rights of Way and Access Plans.

**Work No.6** — Improvement and widening of the A3 southbound off-slip at the A3 Ockham Park junction, in total approximately 380 metres in length, as shown on Sheets 1 and 2 of the Works Plans. To include modifications to signage, carriageway surfacing, road markings and lighting; and—

- (a) works to strengthen the existing culvert at Stratford Brook, as shown on Sheet 1 of the Works Plans;
- (b) a new signal controlled non-motorised user crossing (toucan crossing), as shown at point 1/c on Sheet 1 of the Streets, Rights of Way and Access Plans; and
- (c) a new footway in the verge of the A3 southbound off-slip, in total approximately 75 metres in length and the repositioning of an existing bus stop, as shown on Sheet 1 of the Works Plans.

### **Highway works at M25 Junction 10**

**Work No.7** — Alteration of the M25 junction 10 roundabout, as shown on Sheet 5 of the Works Plans. To include—

- (a) alteration and widening of the M25 junction 10 circulatory carriageway and modifications to traffic signals, carriageway surfacing, road markings, lighting, signage, cabling and ducting and associated equipment, in total approximately 725 metres in length;
- (b) two new single span M25 overbridges approximately 44 metres in length, one on each side of the existing M25 junction 10 roundabout; and
- (c) demolition of two existing M25 overbridges and remediation of redundant carriageway, footways/cycleways and works associated with the stopping-up of Bridleway 12, including the removal of an existing Pegasus crossing at the merge between the M25 junction 10 circulatory carriageway and the A3 southbound off-slip.

**Work No.8** — A new dedicated free-flow slip lane to connect the A3 northbound off-slip directly with the M25 westbound on-slip at M25 junction 10, in total approximately 205 metres in length, to include new lighting and signage, as shown on Sheets 5 and 12 of the Works Plans.

**Work No.9** — A new dedicated free-flow slip lane to connect the M25 eastbound off-slip directly with the A3 northbound on-slip at M25 junction 10, in total approximately 225 metres in length, to include new lighting and signage, as shown on Sheets 5 and 12 of the Works Plans.

**Work No.10** — A new dedicated free-flow slip lane to connect the A3 southbound off-slip directly with the M25 eastbound on-slip at M25 junction 10, in total approximately 210 metres in length, to include new lighting and signage, as shown on Sheets 5 and 13 of the Works Plans.

**Work No.11** — A new dedicated free-flow slip lane to connect the M25 westbound off-slip directly with the A3 southbound on-slip at M25 junction 10, in total approximately 250 metres in length, to include new lighting and signage, as shown on Sheets 5 and 13 of the Works Plans.

**Work No.12** — Resurfacing of the A3 northbound carriageway where it crosses over M25 junction 10, in total approximately 690 metres in length, as shown on Sheets 5 and 6 of the Works Plans.

**Work No.13** — Resurfacing of the A3 southbound carriageway where it crosses over M25 junction 10, in total approximately 690 metres in length, as shown on Sheets 5 and 6 of the Works Plans.

### **Highway works – A3 (M25 junction 10 – A3 Painshill junction)**

**Work No.14** — Improvement, realignment and widening of the A3 northbound on-slip at M25 junction 10, in total approximately 465 metres in length, as shown on Sheets 5 and 6 of the Works Plans. To include modifications to signage, carriageway surfacing, road markings and lighting and the removal of an existing Pegasus crossing associated with the stopping up of Bridleway 12 as shown between points 5/16 and 5/17 on Sheet 5 of the Streets, Rights of Way and Access Plans.

**Work No.15** — Improvement of the A3 northbound carriageway between M25 junction 10 and the A3 Painshill junction, in total approximately 1,880 metres in length, as shown on Sheets 6, 7 and 8 of the Works Plans. To include—

- (a) carriageway resurfacing and modifications to road markings, lighting, signage and associated cabling and ducting works, as shown on Sheets 6, 7 and 8 of the Works Plans;
- (b) widening of the A3 northbound carriageway to four lanes between M25 junction 10 and the A3 Painshill junction, approximately 880 metres in length, as shown on Sheets 6 and 7 of the Works Plans;
- (c) works associated with the stopping up of the access to Long Orchard, No. 1 Farm Cottage, No. 3 Farm Cottage, Fir Tree Cottage and The Coach House, as shown on Sheet 7 of the Works Plans and as shown at point G on Sheet 7 of the Streets, Rights of Way and Access Plans; and

- (d) works associated with the stopping up of the existing access to the Starbucks Drive Thru Café, as shown on Sheet 7 of the Works Plans and as shown at point H on Sheet 7 of the Streets, Rights of Way and Access Plans.

**Work No.16** — Improvement and widening of the A3 northbound off-slip at the A3 Painshill junction, in total approximately 685 metres in length, as shown on Sheets 7 and 8 of the Works Plans. To include modifications to signage, carriageway surfacing, road markings and lighting; and a new signal controlled non-motorised user crossing (toucan crossing), as shown at point 8/a on Sheet 8 of the Streets, Rights of Way and Access Plans.

**Work No.17** — Improvement of the A3 southbound carriageway, commencing 225 metres north of the A3 Painshill junction and continuing southwards to the diverge for the A3 southbound off-slip at M25 junction 10, in total approximately 2,085 metres in length, as shown on Sheets 6, 7 and 8 of the Works Plans. To include—

- (a) carriageway resurfacing and modifications to road markings, lighting, signage, existing gantries and associated cabling and ducting works, as shown on Sheets 6, 7 and 8 of the Works Plans;
- (b) widening of the A3 southbound carriageway to four lanes between the A3 Painshill junction and M25 junction 10, approximately 1,240 metres in length, as shown on Sheets 6 and 7 of the Works Plans;
- (c) modifications to the access to the Gas Valve Compound, including erection of a barrier gate, in total approximately 20 metres in length, as shown on Sheet 7 of the Works Plans;
- (d) works associated with the stopping up of the private access to the Heyswood Girl Guide Camp Site and Court Close Farm, as shown on Sheet 7 of the Works Plans and as shown at point F on Sheet 7 of the Streets, Rights of Way and Access Plans; and
- (e) works associated with the stopping up of the private access to Painshill Park, as shown on Sheet 6 of the Works Plans and as shown at point E on Sheet 6 of the Streets, Rights of Way and Access Plans.

**Work No.18** — Improvement and widening of the A3 southbound on-slip at the A3 Painshill junction, in total approximately 785 metres in length, as shown on Sheets 7 and 8 of the Works Plans. To include modifications to signage, carriageway surfacing, road markings and lighting; and—

- (a) a new signalised non-motorised user crossing (toucan crossing), approximately 18 metres to the south of the diverge from the Painshill junction circulatory carriageway, as shown at point 8/b on Sheet 8 of the Streets, Rights of Way and Access Plans; and
- (b) relocation of a bus stop facility, as shown on Sheet 8 of the Works Plans.

**Work No.19** — Alteration and widening of the A3 southbound off-slip at M25 junction 10, in total approximately 305 metres in length, as shown on Sheets 5 and 6 of the Works Plans. To include modifications to signage, carriageway surfacing, road markings and lighting.

### **A3 Gantries and signage**

**Work No.20** — A new variable message sign cantilever gantry or similar signage over the A3 southbound carriageway, approximately 120 metres to the north of the A3 Ockham Park junction, as shown on Sheet 1 of the Works Plans.

**Work No.21** — A new advanced directional sign cantilever gantry or similar signage over the A3 southbound off-slip at the diverge from the A3 southbound carriageway to the A3 Ockham Park junction, as shown on Sheet 2 of the Works Plans.

**Work No.22** — A new single span portal gantry or similar signage over the A3 southbound carriageway, approximately 150 metres to the north of the diverge for the A3 southbound off-slip to the A3 Ockham Park junction, as shown on Sheet 2 of the Works Plans.

**Work No.23** — A new super span portal gantry or similar signage over the A3 at each of the following locations—

- (a) approximately 90 metres to the south of the existing junction between the A3 and Wisley Lane, as shown on Sheet 2 of the Works Plans;
- (b) at the existing junctions between the A3, Wisley Lane and Elm Lane, as shown on Sheet 2 of the Works Plans;
- (c) approximately 470 metres to the north of the existing junction between the A3 and Wisley Lane, as shown on Sheet 3 of the Works Plans;
- (d) approximately 50 metres to the north of the junction between the A3 and Old Lane, including over the A3 southbound on-slip at M25 junction 10, as shown on Sheet 4 of the Works Plans;
- (e) at the proposed diverge for the A3 northbound off-slip at M25 junction 10, including over the full width of both A3 carriageways and associated slip roads, as shown on Sheet 4 of the Works Plans;
- (f) at the proposed diverge for the A3 southbound off-slip at M25 junction 10, including over the A3 southbound off-slip and the A3 northbound on-slip, as shown on Sheet 5 of the Works Plans;
- (g) approximately 200 metres to the north of the proposed diverge for the A3 southbound off-slip at M25 junction 10, as shown on Sheet 6 of the Works Plans;
- (h) approximately 300 metres to the south of the existing private access to Court Close Farm and the Heyswood Girl Guide Camp Site from the A3 southbound carriageway, as shown on Sheet 6 of the Works Plans;
- (i) approximately 30 metres to the south of the existing private access to Court Close Farm and the Heyswood Girl Guide Camp Site from the A3 southbound carriageway, as shown on Sheet 7 of the Works Plans; and
- (j) at the proposed diverge for the A3 northbound off-slip at the A3 Painshill junction, including over the A3 northbound off-slip and the A3 southbound on-slip, as shown on Sheet 8 of the Works Plans.

### **Highway works – M25**

**Work No.24** — Improvement of the M25 eastbound carriageway, in total approximately 5,580 metres in length, as shown on Sheet 5 and Sheets 10 to 18 of the Works Plans. To include—

- (a) modifications to road markings, signage and existing gantries and associated cabling and ducting works as shown on Sheet 5 and Sheets 10 to 18 of the Works Plans;
- (b) conversion of the existing M25 hard shoulder to a running lane for traffic between the eastbound off-slip diverge and the eastbound on-slip merge, approximately 985 metres in length, as shown on Sheets 5, 12 and 13 of the Works Plans; and
- (c) construction of an emergency refuge area approximately 100 metres in length, as shown on Sheets 5 and 13 of the Works Plans.

**Work No.25** — Improvement, realignment and widening of the M25 eastbound off-slip at M25 junction 10, in total approximately 900 metres in length, as shown on Sheets 5, 11 and 12 of the Works Plans. To include—

- (a) modifications to signage, carriageway surfacing, road markings and lighting; and
- (b) a new short section of hard shoulder approximately 145 metres in length,

shown as Work No.25(a) and Work No. 25(b) respectively on Sheets 5, 11 and 12 of the Works Plans.

**Work No.26** — Alteration and widening of the M25 eastbound on-slip at M25 junction 10, in total approximately 955 metres in length, as shown on Sheets 5, 13 and 14 of the Works Plans. To include modifications to signage, carriageway surfacing, road markings and lighting.

**Work No.27** — Improvement of the M25 westbound carriageway, in total approximately 6,050 metres in length, as shown on Sheet 5 and Sheets 10 to 18 of the Works Plans. To include—

- (a) modifications to road markings, signage and existing gantries and associated cabling and ducting works, as shown on Sheet 5 and Sheets 10 to 18 of the Works Plans;
- (b) cabling and ducting works to connect signage on the M25 westbound carriageway with an existing power supply unit, as shown on Sheet 10 of the Works Plans;
- (c) conversion of the existing M25 hard shoulder to a running lane for traffic between the westbound off-slip diverge and the westbound on-slip merge, approximately 1,110 metres in length, as shown on Sheets 5, 12 and 13 of the Works Plans; and
- (d) construction of an emergency refuge area approximately 100 metres in length, as shown on Sheet 12 of the Works Plans.

**Work No.28** — Alteration and widening of the M25 westbound off-slip at M25 junction 10, in total approximately 800 metres in length, as shown on Sheets 5, 13 and 14 of the Works Plans. To include—

- (a) modifications to signage, carriageway surfacing, road markings and lighting; and
- (b) a new short section of hard shoulder approximately 145 metres in length,

shown as Work No.28(a) and Work No.28(b) respectively on Sheets 5, 13 and 14 of the Works Plans.

**Work No.29** — Improvement and widening of the M25 westbound on-slip at M25 junction 10, in total approximately 1,225 metres in length, as shown on Sheets 5, 11 and 12 of the Works Plans. To include modifications to signage, carriageway surfacing, road markings and lighting.

#### **M25 gantries and signage**

**Work No.30** — A new super span portal gantry or similar signage over both carriageways of the M25 at each of the following locations—

- (a) approximately 340 metres to the east of the Footpath 7 Buxton Wood accommodation overbridge, as shown on Sheet 11 of the Works Plans;
- (b) approximately 110 metres to the west of the existing Bridleway 8 Clearmount overbridge, as shown on Sheet 12 of the Works Plans;
- (c) at the proposed diverge for the M25 eastbound off-slip at M25 junction 10, including over the eastbound off-slip and the westbound on-slip, as shown on Sheet 12 of the Works Plans;
- (d) approximately 25 metres to the west of the proposed new M25 junction 10 east bridge, as shown on Sheet 5 of the Works Plans;
- (e) at the proposed diverge for the M25 westbound off-slip at M25 junction 10, including over the westbound off-slip and the eastbound on-slip, as shown on Sheet 13 of the Works Plans; and
- (f) approximately 365 metres east of the proposed diverge for the M25 junction 10 westbound off-slip, as shown on Sheet 14 of the Works Plans.

#### **Works to other highways, public rights of way and the provision of substitute private means of access**

**Work No.31** — Improvement of the A3 Ockham Park junction, as shown on Sheet 1 of the Works Plans. To include—

- (a) improvement of the A3 Ockham Park junction circulatory carriageway, approximately 420 metres in length, to include new traffic signals and associated cabling and ducting works, modifications to road markings and signage and carriageway surfacing works;
- (b) improvement of the B2215 Portsmouth Road at the tie-in with the A3 Ockham Park junction, approximately 235 metres in length, to include modifications to road markings and signage, footway improvements and a new signal controlled non-motorised user crossing (toucan crossing) as shown at point 1/a on Sheet 1 of the Streets, Rights of Way and Access Plans;

- (c) improvement of the B2039 Ockham Road North at the tie-in with the A3 Ockham Park junction, approximately 60 metres in length, to include widening of the B2039, modifications to road markings and signage and a new signal controlled non-motorised user crossing (toucan crossing) as shown at point 1/e on Sheet 1 of the Streets, Rights of Way and Access Plans;
- (d) improvement of the highway comprising both the A3 northbound on-slip and the B2039 between the Ockham Park junction circulatory carriageway and Mill Lane, approximately 90 metres in length, to include modifications to road markings and signage and a new section of footway in the verge;
- (e) improvement of Mill Lane at the tie-in with the A3 northbound on-slip, approximately 55 metres in length, to include modifications to signage and carriageway surfacing works;
- (f) a new non-segregated footway/cycle track (to replace existing on road cycle lanes) approximately 295 metres in length, commencing in the verge of the B2215 Portsmouth Road and continuing around the southern side of the A3 Ockham Park junction circulatory carriageway and terminating at the tie-in with the B2039 Ockham Road North;
- (g) a new non-segregated footway/cycle track approximately 370 metres in length, commencing in the verge of the B2215 Portsmouth Road northbound carriageway, continuing northwards around the western and northern sides of the A3 Ockham Park junction, crossing over the A3 northbound on-slip and A3 southbound off-slip and terminating on the east side of the junction at its connection with Work No.33, to include a new signal controlled non-motorised user crossing (toucan crossing) as shown at point 1/b on Sheet 1 of the Streets, Rights of Way and Access Plans; and
- (h) a new bridleway, approximately 50 metres in length, commencing in the verge of the B2039 Ockham Road North and continuing around the south-east side of the A3 Ockham Park junction to connect with Work No.33.

**Work No.32** — Diversion of footpaths 13a and 13, in total approximately 105 metres in length, as shown on Sheet 1 of the Works Plans.

**Work No.33** — A new single carriageway highway (‘the Wisley Lane diversion’) incorporating a 3 metre wide bridleway within the verge, commencing at the A3 Ockham Park junction (at a point between the A3 southbound off-slip and the B2039 Ockham Road North), running generally northwards on the east side of the A3, bridging over the A3 and then tying back in to Wisley Lane on the west side of the A3, in total approximately 1,390 metres in length, as shown on Sheets 1, 2 and 20 of the Works Plans. To include—

- (a) a new signal controlled non-motorised user crossing (toucan crossing), as shown at point 1/d on Sheet 1 of the Streets, Rights of Way and Access Plans;
- (b) a new single span bridge (‘the new Stratford Brook underbridge’) approximately 29 metres in length, to carry the road over Stratford Brook, as shown on Sheet 1 of the Works Plans;
- (c) a new footpath in the embankment earthworks to connect Elm Lane with the Wisley Lane overbridge (Work No.33(d)), approximately 30 metres in length, as shown on Sheet 2 of the Works Plans;
- (d) a new two-span bridge (‘the new Wisley Lane overbridge’) approximately 69 metres in length, to carry the diverted Wisley Lane over the A3 and to include demolition of the existing Wisley Footbridge, as shown on Sheet 2 of the Works Plans;
- (e) realignment of Wisley Lane on the west side of the A3, in total approximately 250 metres in length, as shown on Sheets 2 and 20 of the Works Plans. To include works associated with the stopping-up of Wisley Lane, as shown between point 2/8 on Sheet 2 and point 20/4 on Inset B of Sheet 4 of the Streets, Rights of Way and Access Plans;
- (f) realignment of the access to the Royal Horticultural Society’s Wisley Gardens, to include provision of a new bus stop facility, as shown on Sheets 2 and 20 of the Works Plans and



works associated with the stopping-up of the existing access to RHS Wisley Gardens as shown at point A on Sheet 2 of the Streets, Rights of Way and Access Plans;

- (g) works to divert Footpath 7 on the west side of the A3 approximately 135 metres in length, as shown on Sheet 20 of the Works Plans;
- (h) a new footpath linking the Wisley Lane overbridge with Work No.35, approximately 105 metres in length, as shown on Sheets 2 and 3 of the Works Plans; and
- (i) modifications to road signage and markings on Wisley Lane, as shown on Inset A on Sheet 20 of the Works Plans.

**Work No.34** — A new bridleway to connect the proposed Wisley Lane Diversion (Work No.33) with Elm Lane and Byway 544, to include construction of a turning head on Elm Lane and modifications to the entrance to Orchard Cottage, in total approximately 375 metres in length, as shown on Sheets 2, 3 and 23 of the Works Plans.

**Work No.35** — A new bridleway commencing at Wisley Lane on the west side of the A3, then running generally northwards, crossing the A3 near Cockcrow Hill, the M25 near Sandpit Hill and crossing back to the west side of the A3 near Redhill Road and continuing northwards on the west side of the A3 and terminating at Seven Hills Road adjacent to Wood Court Lodge, typically comprising a 3 metres wide tarmac surface with soft surface verges 1 metre and 2 metres in width either side between Wisley Lane and the point at which it connects with Work No.38, then widening to a 4.8 metres hard surfaced route with 2 metre wide verges either side between Redhill Road and Seven Hills Road, in total approximately 4,265 metres in length, as shown on Sheets 2 to 7 and Sheets 13 and 20 of the Works Plans. To include—

- (a) a new barrier gate to the north of Wisley Lane, as shown on Sheet 20 of the Streets, Rights of Way and Access Plans;
- (b) demolition of Footpath 17 Cockcrow overbridge, diversion of Footpath 17 and construction of a replacement bridge approximately 50 metres to the south ('the replacement Cockcrow bridleway overbridge'), comprising a two-span structure approximately 68 metres in length and incorporating a 25 metres wide soft verge wildlife crossing, as shown on Sheet 4 of the Works Plans;
- (c) realignment of private access tracks serving Hut Hill Cottage, Pond Farm and the Birchmere Scout Camp, as shown on Sheet 4 of the Works Plans, to include construction of a section of connecting bridleway approximately 20 metres in length, as shown between points 4/4 and 4/6 on Sheet 4 of the Streets, Rights of Way and Access Plans;
- (d) 205 metres of new bridleway to connect the replacement Cockcrow overbridge with Old Lane, including realignment of the access points to Ockham Bites Café and Ockham Common Car Park, as shown on Sheet 4 of the Works Plans. To include works associated with the stopping up of the existing accesses to the Ockham Common Car Park as shown at points B and C on Sheet 4 of the Streets, Rights of Way and Access Plans;
- (e) a new three-span bridleway overbridge approximately 95 metres in length (the new 'Sandpit Hill Bridleway Overbridge'), to cross the M25 to the east of M25 junction 10, as shown on Sheet 13 of the Works Plans;
- (f) a new single-span bridleway bridge over the A3 (the new Red Hill Bridleway 12 Overbridge), approximately 60 metres in length, as shown on Sheet 6 of the Works Plans and Sheet 6 of the Scheme Layout Plans;
- (g) modifications to road markings and signage at Redhill Road and new barrier gates, as shown on Sheet 6 of the Works Plans and on Sheet 6 of the Scheme Layout Plans;
- (h) diversion of the private access to Long Orchard Farm and Nos. 1 and 3 Farm Cottages, as shown on Sheet 6 of the Works Plans;
- (i) diversion of the private access to Long Orchard House, The Coach House and Fir Tree Cottage, as shown on Sheet 7 of the Works Plans;
- (j) diversion of the access to the Starbucks Drive Thru Café, as shown on Sheet 7 of the Works Plans; and

- (k) modifications to carriageway surfacing, road markings and signage on the B365 Seven Hills Road, between the A3 and Wood Court Lodge, to include a new barrier gate on Seven Hills Road adjacent to Wood Court Lodge, as shown on Sheet 7 of the Works Plans and Sheet 7 of the Scheme Layout Plans.

**Work No.36** — The diversion of Footpath 14, in total approximately 595 metres in length, as shown on Sheets 2 and 3 of the Works Plans.

**Work No.37** — Improvement of Pointers Road as a bridleway, in total approximately 815 metres in length, as shown on Sheets 5 and 13 of the Works Plans. To include a new bridleway connection to Work No.35 as shown on Sheet 5 of the Works Plans and construction of a replacement barrier gate in the vicinity of The Cottage, as shown on Sheet 13 of the Streets, Rights of Way and Access Plans.

**Work No.38** — A new bridleway, in total approximately 125 metres in length, to connect the new 'Redhill Bridleway Overbridge' (Work No.35(f)) with Wisley Common, as shown on Sheet 6 of the Works Plans.

**Work No.39** — ~~Not used~~A new bridleway commencing at the proposed new 'Red Hill Bridleway Overbridge' (Work No.35(f)) and terminating at Pointers Road, in total approximately 860 metres in length, as shown on Sheets 6, 13 and 30 of the Works Plans.

**Work No.40** — A new private access road to serve New Farm, the Gas Valve Compound, the Heyswood Girl Guide Camp Site and Court Close Farm, commencing at the A3 southbound on-slip at the A3 Painshill junction and terminating with a new turning head at Court Close Farm, in total approximately 965 metres in length, as shown on Sheets 6, 7 and 8 of the Works Plans.

**Work No.41** — A new footpath commencing at the A3 Painshill junction and terminating at the A3 southbound on-slip at the Painshill junction, at a point approximately 155 metres south of the A3 Painshill junction, in total approximately 175 metres in length, as shown on Sheet 8 of the Works Plans.

**Work No.42** — Improvement of the A3 Painshill junction, as shown on Sheet 8 of the Works Plans. To include—

- (a) modifications to road markings, traffic signals, lighting, signage and associated cabling and ducting and carriageway surfacing works on the A3 Painshill junction circulatory carriageway, in total approximately 430 metres in length;
- (b) improvement of the A245 Portsmouth Road at the tie-in with the A3 Painshill junction, in total approximately 170 metres in length. To include modifications to road markings and signage and a new CCTV mast in the verge and associated cabling and ducting works;
- (c) upgrading of an existing footway in the verge of the circulatory carriageway on the southern side of the roundabout to a non-segregated footway/cycle track, in total approximately 140 metres in length
- (d) modifications to road signs and markings on the A3 northbound on-slip at the A3 Painshill junction where the slip road diverges from the circulatory carriageway, in total approximately 120 metres in length; and
- (e) modifications to roads signs and markings on the A3 southbound off-slip at the A3 Painshill junction, in total approximately 245 metres in length.

**Work No.43** — A new dedicated slip lane to connect the A3 northbound off-slip at the A3 Painshill junction directly with the A245 westbound carriageway and associated lighting and signage, in total approximately 180 metres in length, as shown on Sheet 8 of the Works Plans. To include a signal controlled non-motorised user crossing (toucan crossing), as shown at point 8/c on Sheet 8 of the Streets, Rights of Way and Access Plans.

**Work No.44** — Improvement of the A245 Byfleet Road westbound carriageway between the A3 Painshill junction and the entrance to Old Trees, approximately 35 metres west of the junction between the A245 and Seven Hills Road, in total approximately 550 metres in length, as shown on Sheets 8 and 9 of the Works Plans. To include—

- (a) modifications to road markings, traffic signals, lighting, signage and carriageway surfacing, in total approximately 540 metres in length as shown on Sheets 8 and 9 of the Works Plans;
- (b) widening of the A245 westbound carriageway to three lanes between the A3 Painshill junction and the Seven Hills Road junction, in total approximately 425 metres in length as shown on Sheets 8 and 9 of the Works Plans;
- (c) a new non-segregated footway/cycle track in the verge, in total approximately 550 metres in length, as shown between point 8/24 on Sheet 8 and point 9/11 on Sheet 9 of the Streets, Rights of Way and Access Plans;
- (d) works associated with the stopping-up of the junction between the A245 Byfleet Road and Old Byfleet Road, as shown on Sheet 9 of the Works Plans;
- (e) a new dedicated slip road to connect the A245 Byfleet Road westbound carriageway directly with Seven Hills Road (South), in total approximately 40 metres in length, to include lighting and signage, as shown on Sheet 9 of the Works Plans; and
- (f) diversion of a footway in the verge of the A245 Byfleet Road westbound carriageway, between the diverge for Work No.44(e) and the junction with Seven Hills Road, in total approximately 12 metres in length, as shown on Sheet 9 of the Works Plans.

**Work No.45** — Improvement of the B365 Seven Hills Road, to include modifications to traffic signals, road markings and signage and associated cabling and ducting works, in total approximately 205 metres in length, as shown on Sheet 9 of the Works Plans.

**Work No.46** — A new private access to Feltonfleet School from Seven Hills Road, in total approximately 150 metres in length, as shown on Sheet 9 of the Works Plans. To include associated lighting.

**Work No.47** — Improvement of the A245 Byfleet Road eastbound carriageway between the entrance to Lingwood, approximately 85 metres west of the junction with Seven Hills Road, and the A3 Painshill junction, in total approximately 600 metres in length, as shown on Sheets 8 and 9 of the Works Plans. To include—

- (a) modifications to road markings, traffic signals, lighting, signage and carriageway surfacing, approximately 600 metres in length, as shown on Sheets 8 and 9 of the Works Plans;
- (b) widening of the exit from the Seven Hills Road junction to three lanes before narrowing to the existing two lanes approximately 115 metres from the junction as shown on Sheet 9 of the Works Plans;
- (c) a new retaining wall structure approximately 90 metres in length as shown on Sheet 8 of the Works Plans;
- (d) works to the central reserve, to include closure of the gap allowing access to Feltonfleet School/Old Byfleet Road from the A245 Byfleet Road eastbound carriageway, as shown on Sheet 9 of the Works Plans and as shown at point J on Sheet 9 of the Streets, Rights of Way and Access Plans;
- (e) replacement of the footway in the verge of the A245 eastbound carriageway, to the east of the junction with the B365 Seven Hills Road, approximately 155 metres in length, as shown on Sheet 9 of the Works Plans; and
- (f) widening of the A245 eastbound carriageway to three lanes approximately 105 metres in advance of the A3 Painshill junction as shown on Sheet 8 of the Works Plans.

**Work No.48** — Not used

**Work No.49** — Demolition of Bridleway 8 Clearmount overbridge and construction of a replacement single span bridleway overbridge, 63 metres in length, approximately 40 metres to the west. To include works to divert Bridleway 8, Footpath 10 and Footpath 11 to the new bridge alignment and works to tie-in to an existing permissive signposted route, in total approximately 730 metres in length, as shown on Sheets 11 and 12 of the Works Plans.

**Work No.50** — Improvement of Old Lane and Byway 525 (Byway Open to All Traffic), between Elm Corner and Old Lane, to include—

- (a) tarmacadam resurfacing of the Byway and works to tie-in to Hatch Lane and Old Lane, in total approximately 710 metres in length, as shown on Sheet 24 of the Works Plans and clearance of trees and other vegetation to provide a visibility splay, including associated road traffic mitigation measures; and
- (b) two number toad crossings and associated reptilian fencing approximately 150 metres in length at the back of each verge of Old Lane as shown on Sheet 24 of the Works Plans.

**Work No.51** — ~~Not used. A new footpath to the north of Old Lane, to connect Footpath 71 with Bridleway 18, in total approximately 570 metres in length, as shown on Sheet 26 of the Works Plans. To include 12 metres of footpath as shown between points 26/3 and 26/4 on Sheet 26 of the Streets, Rights of Way and Access Plans, marked as Work No.51(a) on Sheet 26 of the Works Plans.~~

### **Proposed drainage attenuation ponds**

**Work No.52** — A new drainage attenuation pond at each of the following locations—

- (a) on land to the south of Mill Lane, to include a new access track from Mill Lane, as shown on Sheet 1 of the Works Plans;
- (b) on land to the east of the A3 and south of Elm Lane, as shown on Sheet 2 of the Works Plans;
- (c) on land to the east of the A3 and north of Elm Lane, as shown on Sheet 2 of the Works Plans;
- (d) on land to the west of the A3 between Wisley Lane and Footpath 17 Cockcrow overbridge, with access from Work No.35, as shown on Sheet 3 of the Works Plans;
- (e) on land to the west of the A3 and north of Footpath 17 Cockcrow overbridge, to include a new access track, as shown on Sheet 4 of the Works Plans;
- (f) on land to the east of the A3 and north of Footpath 17 Cockcrow overbridge, as shown on Sheet 4 of the Works Plans;
- (g) on land to the south-east of M25 junction 10, to include an access from Work No.35 as shown on Sheets 5 and 13 of the Works Plans;
- (h) on land to the north of the M25 eastbound off-slip at M25 junction 10, to include an access track from the upgraded Footpath 11 and Bridleway 8 Clearmount Overbridge, as shown on Sheets 5 and 12 of the Works Plans;
- (i) on land to the north of the M25 eastbound on-slip near Pointers Road (two ponds), to include a maintenance accessway from Work. No.35, as shown on Sheets 5 and 13 of the Works Plans;
- (j) on land to the west of the A3 and south of Seven Hills Road, to include an access from Seven Hills Road as shown on Sheet 7 of the Works Plans;
- (k) on land to the east of the A3 and north of the Gas Valve Compound, to include an access from Work No.40, as shown on Sheet 7 of the Works Plans;
- (l) on land to the north of the A245 Byfleet Road eastbound carriageway and west of Manor Pond, to include a new maintenance access track from the A245 Byfleet Road, as shown on Sheet 9 of the Works Plans; and
- (m) on land to the south of the M25 and west of Bridleway 8 Clearmount overbridge, to include an access from Work No.49 (bridleway 8 realignment), as shown on Sheets 11 and 12 of the Works Plans.

### **Ordinary watercourse diversions**

**Work No.53** — The diversion and/or realignment of an unnamed ordinary watercourse from each of the following locations—

- (a) in the verge of the A3 southbound carriageway to the south of Elm Lane, in total approximately 275 metres in length, as shown on Sheet 2 of the Works Plans;
- (b) in the verge of the A3 southbound carriageway to the south of Bolder Mere, in total approximately 570metres in length, as shown on Sheets 2 and 3 of the Works Plans;
- (c) between the edge of Ockham Common and the verge of the existing M25 westbound off-slip at M25 junction 10, in total 95 metres in length, as shown on Sheet 5 of the Works plans;
- (d) in the verge of the M25 westbound on-slip at M25 junction 10, in total 160 metres in length, as shown on Sheets 5 and 12 of the Works Plans;
- (e) between the A3 southbound off-slip at M25 junction 10 and Pointers Road, in total approximately 60 metres in length, as shown on Sheet 5 of the Works Plans;
- (f) in the verge of the M25 eastbound on-slip, in total approximately 230 metres in length, as shown on Sheets 5 and 13 of the Works Plans; and
- (g) in the verge of the M25 westbound off-slip at M25 junction 10, in total 345 metres in length, as shown on Sheet 13 of the Works Plans.

### **Proposed environmental mitigation and compensation works**

**Work No.54** — Environmental mitigation works to improve Stratford Brook and adjoining riparian habitat, to include selective tree-felling, coppicing and clearance of scrub vegetation, creation of backwater habitats and other works to locally improve the hydromorphological condition of the watercourse channel, as shown on Sheet 1 of the Works Plans.

**Work No.55** — Environmental mitigation and enhancement works to improve Bolder Mere and adjoining marginal habitat, to include reedbed planting and translocation, selective tree felling, coppicing and scrub clearance and other associated measures, as shown on Sheets 3, 4 and 24 of the Works Plans.

**Work No.56** — Environmental mitigation works on land at Hut Hill, as shown on Sheet 4 of the Works Plans.

**Work No.57** — Environmental compensation works comprising the creation of replacement habitat for the Thames Basin Heaths Special Protection Area (SPA) at each of the following locations—

- (a) on land near Wisley Common ('Wisley SPA compensation land'), as shown on Sheet 11 of the Works Plans; and
- (b) on land north of Old Lane ('Old Lane SPA compensation land'), as shown on Sheet 26 of the Works Plans.

**Work No.58** — Environmental compensation works comprising the enhancement of existing habitat within the Thames Basin Heaths Special Protection Area (SPA), at each of the following locations—

- (a) on land north of Elm Lane ('Elm Lane SPA enhancement area'), as shown on Sheets 3, 4, 24 and 25 of the Works Plans;
- (b) on land south of Hut Hill ('Hut Hill South SPA enhancement area'), as shown on Sheets 3 and 20 of the Works Plans;
- (c) on land at Cockcrow Hill ('Cockcrow Hill SPA enhancement area'), as shown on Sheets 4, 5 and 21 of the Works Plans;
- (d) on land at Ockham Common and Sandpit Hill ('Ockham Common/Sandpit Hill SPA enhancement area'), as shown on Sheets 4, 5, 13, and 25 of the Works Plans;

- (e) on land north-west of Pond Farm ('Pond Farm West SPA enhancement area'), as shown on Sheets 11 and 22 of the Works Plans;
- (f) on two plots of land south-west of Pond Farm ('Pond Farm south SPA enhancement area'), as shown on Sheets 20 and 22 of the Works Plans;
- (g) on land at Wisley Common (Wisley Common SPA enhancement area'), as shown on Sheet 21 of the Works Plans; and
- (h) on land east of Old Lane ('Ockham Common/Old Lane SPA enhancement area'), as shown on Sheet 25 of the Works Plans.

**Work No.59** — Environmental works in connection with the provision of replacement common land and open space at each of the following locations—

- (a) on land at Park Barn Farm ('Park Barn Farm replacement land'), as shown on Sheets 11, 12, 27, 28 and 29 of the Works Plans, to include the provision of 395 metres of bridleway as shown between point 27/1 on Sheet 27 and point 28/3 on Sheet 28 of the Streets, Rights of Way and Access Plans;
- (b) ~~Not used on land at Chatley Wood ('Chatley Wood replacement land'), as shown on Sheets 13 and 30 of the Works Plans;~~
- (c) ~~Not used on land at Breach Hill Wood ('Breach Hill Wood replacement land'), as shown on Sheet 13 of the Works Plans;~~
- (d) ~~Not used on land north of Pointers Road ('Pointers Road North replacement land'), as shown on Sheet 14 of the Works Plans;~~
- (e) ~~Not used on land south of Pointers Road ('Pointers Road South replacement land'), as shown on Sheet 14 of the Works Plans; and~~
- (f) ~~Not used on land north and east of Old Lane ('Hatchford End replacement land'), as shown on Sheet 26 of the Works Plans.~~

**Work No.60** — Environmental mitigation works on land to the north of the M25 and adjacent to Buxton Wood, to include the creation of new woodland and wood pasture habitat, as shown on Sheets 11 and 27 of the Works Plans.

**Work No.61** — A new or replacement environmental barrier (close boarded fence) at each of the following locations—

- (a) in the verge of the A3 northbound carriageway, commencing at Work No.35(b) (the replacement Cockcrow overbridge) and continuing generally northwards alongside the A3 northbound off-slip and then westwards along the verge of the M25 westbound on-slip at M25 junction 10 including along the edge of Wisley Common, terminating at Footpath 7 Buxton Wood accommodation overbridge, in total approximately 1,750 metres in length, as shown on Sheets 4, 5, 11 and 12 of the Works Plans;
- (b) in the verge of the M25 eastbound carriageway, commencing approximately 115 metres west of Footpath 7 Buxton Wood accommodation overbridge and continuing generally eastwards alongside the M25 eastbound off-slip at junction 10 and along the edge of Wisley Common and then northwards along the verge of the A3 northbound on-slip, terminating at Work No.35(f) (the new Red Hill Bridleway 12 overbridge), in total approximately 1,860 metres in length as shown on Sheets 5, 6, 11 and 12 of the Works Plans;
- (c) in the verge of the A3 southbound carriageway, commencing at Work No.35(f) (the new Red Hill Bridleway 12 overbridge) and continuing generally southwards alongside the A3 southbound off-slip and then eastwards along the verge of the M25 eastbound on-slip and along the edge of Chatley Heath Common, terminating approximately 105 metres east of Work No.30(e) (a proposed new superspan portal gantry), in total approximately 970 metres in length, as shown on Sheets 5, 6 and 13 of the Works Plans;
- (d) in the verge of the M25 westbound carriageway, commencing approximately 120 metres east of Work No.30(e) (a proposed new super span portal gantry) and continuing generally westwards alongside the M25 westbound off-slip at junction 10 and along the

edge of Chatley Heath Common and then southwards along the verge of the A3 southbound on-slip, terminating approximately 25 metres south of Work No.35(b) (the replacement Cockcrow overbridge), in total approximately 1,070 metres in length as shown on Sheets 4, 5 and 13 of the Works Plans.

### **Utility Diversions**

**Work No.62** — The diversion of electric cables and associated apparatus and equipment, as follows—

- (a) to accommodate widening of the A3 southbound carriageway, between Elm Lane and Bolder Mere, in total approximately 335 metres in length, as shown on Sheets 2 and 3 of the Works Plans. To include construction of a new lighting sub-station as shown on Sheet 3 of the Scheme Layout Plans;
- (b) to accommodate widening of the A3 northbound carriageway immediately to the north of the junction between the A3 and Wisley Lane, in total approximately 40 metres in length, as shown on Sheets 2 and 3 of the Works Plans;
- (c) to accommodate modifications to the access to RHS Wisley Garden at Wisley Lane, in total approximately 70 metres in length, as shown on Sheets 2 and 20 of the Works Plans;
- (d) to accommodate widening of the A3 northbound carriageway between Wisley Lane and Footpath 17 Cockcrow overbridge, in total approximately 220 metres in length, as shown on Sheets 3 and 4 of the Works Plans. To include repositioning of a pole mounted transformer to accommodate construction of Work No.35;
- (e) to accommodate widening of the A3 northbound carriageway and the construction of the replacement Cockcrow overbridge, in total approximately 225 metres in length, as shown on Sheet 4 of the Works Plans;
- (f) to accommodate alteration and widening of the A3 southbound on-slip at M25 junction 10, in total approximately 595 metres in length, as shown on Sheets 4 and 5 of the Works Plans;
- (g) to accommodate construction of a dedicated free-flow slip lane between the A3 northbound off-slip and the M25 westbound on-slip at M25 junction 10, in total approximately 105 metres in length, as shown on Sheet 5 of the Works Plans;
- (h) to accommodate widening and improvement of the A3 northbound carriageway in the vicinity of Redhill Road, in total approximately 235 metres in length, as shown on Sheet 6 of the Works Plans;
- (i) to accommodate widening of the A3 (both carriageways) in the vicinity of Long Orchard Farm and Court Close Farm, in total approximately 40 metres in length, as shown on Sheets 6 and 7 of the Works Plans;
- (j) to accommodate widening of the A3 northbound carriageway between the access to Long Orchard House and Seven Hills Road, to include the relocation of an existing substation in the vicinity of the Starbucks Drive Thru Café, in total approximately 440 metres in length, as shown on Sheet 7 of the Works Plans;
- (k) to accommodate improvement of the A3 northbound off-slip at the A3 Painshill junction, in total approximately 445 metres in length, as shown on Sheets 7 and 8 of the Works Plans;
- (l) to accommodate widening of the A3 southbound on-slip at the A3 Painshill junction and footpath works, in total approximately 210 metres in length, to include relocation of an existing sub-station, as shown on Sheet 8 of the Works Plans;
- (m) to accommodate construction of a new dedicated slip lane at the A3 Painshill junction connecting the A3 northbound off-slip directly with the A245 Byfleet Road westbound carriageway, in total approximately 85 metres in length, as shown on Sheet 8 of the Works Plans;
- (n) to accommodate the construction of a new dedicated free-flow slip lane at the A3 Painshill junction connecting the A245 Byfleet Road eastbound carriageway directly with

the A3 northbound on-slip, in total approximately 25 metres in length, as shown on Sheet 8 of the Works Plans;

- (o) to accommodate the construction of a substitute private means of access to the Feltonfleet School, in total approximately 15 metres in length, as shown on Sheet 9 of the Works Plans;
- (p) to accommodate the construction of a new slip lane between the A245 Byfleet Road westbound carriageway and Seven Hills Road, in total approximately 15 metres in length, to include relocation of an existing switching station, as shown on Sheet 9 of the Works Plans; and
- (q) to accommodate widening and improvement of the A245 Byfleet Road eastbound carriageway, in total approximately 65 metres in length, as shown on Sheet 9 of the Works Plans.

**Work No.63** — The diversion of gas pipelines, as follows—

- (a) to accommodate widening and improvement of the A3 between the A3 Ockham Park junction and M25 junction 10, in total approximately 2,375 metres in length, as shown on Sheets 1,2,3 and 4 of the Works Plans;
- (b) to accommodate widening of the A3 northbound carriageway and construction of the new Red Hill Bridleway overbridge, in total approximately 210 metres in length, as shown on Sheet 6 of the Works Plans;
- (c) to accommodate widening and improvement of the A3 southbound carriageway between Court Close Farm and the A3 Painshill junction, in total approximately 1,235 metres in length, to include the diversion of gas pipeline connections at the Gas Valve Compound, as shown on Sheets 6, 7 and 8 of the Works Plans;
- (d) to accommodate widening of the A3 northbound carriageway between the access to Long Orchard House and Seven Hills Road, in total approximately 425 metres in length, as shown on Sheet 7 of the Works Plans; and
- (e) to accommodate widening of the M25 eastbound off-slip and westbound on-slip at M25 junction 10, in total approximately 200 metres in length, as shown on Sheet 12 of the Works Plans.

**Work No.64** — The diversion of water pipelines, as follows—

- (a) to accommodate widening of the A3 northbound on-slip and A3 northbound carriageway between the A3 Ockham Park junction and Hut Hill, to include the relocation of existing water hydrants, in total approximately 1,570 metres in length, as shown on Sheets 1, 2 and 3 of the Works Plans;
- (b) to accommodate widening of the A3 northbound carriageway in the vicinity of the Cockcrow Overbridge, in total approximately 305 metres in length, as shown on Sheet 4 of the Works Plans;
- (c) to accommodate the alteration of M25 junction 10 and improvement of the A3 northbound off-slip and A3 northbound on-slip at M25 junction 10, in total approximately 805 metres in length, as shown on Sheets 4 and 5 of the Works Plans;
- (d) to accommodate construction of Work No.35(f) (the new 'Red Hill Bridleway overbridge'), in total approximately 100 metres in length, as shown on Sheet 6 of the Works Plans;
- (e) to accommodate widening of the A3 southbound carriageway to the south of Court Close Farm, in total approximately 15 metres in length, as shown on Sheet 6 of the Works Plans;
- (f) to accommodate widening of the A3 northbound carriageway between the access to Long Orchard Farm and Seven Hills Road, to include the relocation of existing water hydrants, in total approximately 590 metres in length, as shown on Sheets 6 and 7 of the Works Plans;



- (g) to accommodate widening of the A3 southbound carriageway to the north of Court Close Farm, in total approximately 25 metres in length, as shown on Sheet 7 of the Works Plans;
- (h) to accommodate widening of the A3 southbound carriageway to the south of the Gas Valve Compound, in total approximately 15 metres in length, as shown on Sheet 7 of the Works Plans;
- (i) to accommodate improvement of the A3 northbound off-slip at the A3 Painshill junction and construction of a new dedicated slip lane, in total approximately 20 metres in length, as shown on Sheet 8 of the Works Plans;
- (j) to accommodate improvement of the A3 southbound on-slip at the A3 Painshill junction and works to construct a new footpath (Work No.41) in the vicinity of West Lodge at Painshill Park, in total approximately 55 metres in length, as shown on Sheet 8 of the Works Plans; and
- (k) to accommodate widening and improvement of the A245 Byfleet Road eastbound carriageway, to the east of the B365 Seven Hills Road junction, in total approximately 50 metres in length, as shown on Sheet 9 of the Works Plans.

**Work No.65** — The diversion of telecommunication cables, media cables and equipment, as follows:

- (a) to accommodate widening of the A3 southbound carriageway between the A3 Ockham Park junction and the A3 Painshill junction, to include the diversion of cables at M25 junction 10, in total approximately 4,825 metres in length, as shown on Sheets 1,2, 3, 4, 5, 6, 7 and 8 of the Works Plans;
- (b) to accommodate widening of the A3 northbound carriageway at the junction between the A3 and Wisley Lane, in total approximately 70 metres in length, as shown on Sheets 2 and 3 of the Works Plans;
- (c) to accommodate modifications to the entrance to RHS Wisley Garden at Wisley Lane, in total approximately 95 metres in length, as shown on Sheets 2 and 20 of the Works Plans;
- (d) to accommodate widening of the A3 northbound carriageway in the vicinity of Footpath 17 Cockcrow overbridge, in total approximately 260 metres in length, as shown on Sheet 4 of the Works Plans;
- (e) to accommodate widening of the A3 northbound carriageway between the access to Long Orchard Farm and the diverge for the A3 northbound off-slip at the A3 Painshill junction, in total approximately 800 metres in length, as shown on Sheets 6, 7 and 8 of the Works Plans;
- (f) to accommodate construction of a new dedicated slip lane at the A3 Painshill junction connecting the A3 northbound off-slip directly with the A245 Byfleet Road westbound carriageway, in total approximately 120 metres in length, as shown on Sheet 8 of the Works Plans;
- (g) to accommodate improvement and widening of the A245 westbound carriageway between the A3 Painshill junction and Old Byfleet Road, in total approximately 465 metres in length, as shown on Sheets 8 and 9 of the Works Plans; and
- (h) to accommodate widening of the A245 eastbound carriageway, between the B365 Seven Hills Road junction and Old Byfleet Road, in total approximately 135 metres in length, as shown on Sheet 9 of the Works Plans.

**Other relevant works**

In connection with the construction of any of those works, further development within the Order limits consisting of—

- (a) alteration of the layout of any street permanently or temporarily, including but not limited to increasing or reducing the width of the carriageway of the street by reducing or increasing the width of any kerb, footpath, footway, cycle track or verge within the street; and altering the level of any such kerb, footpath, footway, cycle track or verge;

- (b) works required for the strengthening, improvement, maintenance or reconstruction of any street;
- (c) works required for the strengthening, alteration, refurbishment or demolition of any existing bridge, building or structure;
- (d) the remediation of any carriageway made redundant by the stopping up of any public highway or means of access;
- (e) ramps, means of access (including private means of access), non-motorised links, footpaths, footways, bridleways, cycle tracks and crossing facilities;
- (f) embankments, cuttings, aprons, abutments, shafts, foundations, retaining walls, parapets, wingwalls, barriers (including road restraint/safety barriers), new and replacement highway lighting, fencing and drainage works (including carrier drains, filter drains, outfalls, culverts, headwalls, ditches, attenuation earthwork ditches, soakaways, catchpits and pollution control measures);
- (g) the erection of highway boundary fencing, anti-dazzle fencing and the realignment of existing highway fencing along the edge of Wisley Common and other common land at Chatley Heath;
- (h) street works, including breaking up or opening a street, or any sewer, drain or tunnel under it; tunnelling or boring under a street;
- (i) works to place, alter, divert, relocate, remove, protect or maintain street furniture, apparatus, services, plant and other equipment in a street, or in other land, including mains, sewers, drains, pipes, hydrants, cables and ducts and associated cabinets, lights, CCTV, radar and traffic detection equipment;
- (j) works to alter the course of, or otherwise interfere with a watercourse, including private water supplies;
- (k) landscaping, environmental barriers, works associated with the provision of ecological mitigation and other works to mitigate any adverse effects of the construction, maintenance or operation of the authorised development;
- (l) works for the benefit or protection of land affected by the authorised development;
- (m) site preparation works, site clearance (including fencing, vegetation removal, demolition of existing structures and the creation of alternative footpaths); earthworks (including soil stripping and storage, site levelling); and remediation of contamination;
- (n) the felling of trees;
- (o) the establishment of construction compounds and working sites, storage areas, temporary vehicle parking, temporary site hoarding, fencing and perimeter enclosure, security fencing, construction-related buildings, welfare facilities, temporary worker accommodation facilities for vehicle recovery crew, vehicle recovery and customer care facilities, construction lighting, haulage roads and other machinery, apparatus, works and conveniences;
- (p) the provision of other works including pavement works, carriageway surfacing, kerbing and paved areas works, signing, signals, the modification or demolition of existing gantries, new and replacement highway safety barriers, road markings, traffic management measures including temporary roads, temporary earthworks and construction site accesses and such other works as are associated with the construction of the authorised development; and
- (q) such other works, working sites storage areas, works of demolition or works of whatever nature, as may be necessary or expedient for the purposes of, or for purposes associated with or ancillary to, the construction, operation or maintenance of the authorised development which do not give rise to any materially new or materially different environmental effects to those assessed in the environmental statement.

## SCHEDULE 2 REQUIREMENTS

Article 4

### PART 1 REQUIREMENTS

#### Interpretation

##### 1. In this Schedule—

“Bolder Mere mitigation and enhancement area” means the area within which environmental mitigation and enhancement measures will be undertaken, to prevent any deterioration in the classification status of Bolder Mere as a surface water body and to ensure compliance with relevant environmental objectives in accordance with the Water Environment (Water Framework Directive) (England and Wales) Regulations 2017(a), (as provided for by Work No.55 in Schedule 1 (authorised development) of this Order);

“CEMP” means any construction environmental management plan prepared and approved under requirement 3;

“commence” means beginning to carry out any material operation (as defined in section 56(4) of the 1990 Act) forming part of the authorised development other than operations consisting of non-intrusive investigations and surveys, ecological surveys and pre-construction ecological mitigation, investigations for the purpose of assessing and monitoring ground conditions and levels, erection of any temporary means of enclosure, and the temporary display of site notices or advertisements, and “commencement” is to be construed accordingly;

“common land and open space” have the same meanings as in sections 131 and 132 of the Planning Act 2008(b) and in section 19 of the Acquisition of Land Act 1981(c);

“completion or completed” means the relevant parts of the authorised development are completed and fully open for traffic;

“County Archaeologist” means the individual appointed as such by Surrey County Council;

“Ecological Clerk of Works” means the individual appointed as such by the undertaker;

“engineering drawings and sections” means the drawings and sections certified under article 46 (certification of documents, etc.) of this Order;

“environmental statement” means the environmental statement submitted under regulation 5(2)(a) of the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009(d) (as amended) and the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017(e) and certified under article 46 (certification of documents, etc.) of this Order;

“European protected species” has the same meaning as in regulations 42 and 46 of the Conservation of Habitats and Species Regulations 2017(f);

“Habitats Regulations Assessment” means the report certified under article 46 (certification of documents, etc.) of this Order;

“HEMP” means the Handover Environmental Management Plan prepared by the undertaker;

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(a) S.I. 2017/407.

(b) 2008 c. 29.

(c) 1981 c. 67.

(d) S.I. 2009/2264 as amended by the Infrastructure Planning (Applications: Prescribed Forms and Procedure) (Amendment) Regulations 2014 (S.I. 2014/2381).

(e) S.I. 2017/572.

(f) S.I. 2017/1012.

“Landscape and Ecology Management and Monitoring Plan” means the plan contained in Appendix 7.20 of the Environmental Statement certified under article 46 (certification of documents, etc.) of this Order;

“Outline CEMP” means the outline construction environmental management plan certified under article 46 (certification of documents, etc.) of this Order;

“pre-construction ecological mitigation” means any non-intrusive preparatory works of an environmental character;

“protected species” means species which are subject to protection under the laws of England or which are European Protected species;

“REAC” means the Register of Environmental Actions and Commitments certified under article 46 (certification of documents, etc.) of this Order;

“replacement land” has the same meaning as in sections 131 and 132 of the Planning Act 2008(a);

“requirement consultee” means a body that is specified in any requirement within this Schedule, as a body to be consulted prior to the undertaker making an application to discharge the relevant requirement;

“RHS Tree Protection Plan” means the plan of that description certified under article 46 (certification of documents, etc.) of this Order;

“Scheme Layout Plans” means the plans of that description certified under article 46 (certification of documents, etc.) of this Order;

“SPA Management and Monitoring Plan” means the document of that name which forms part of the environmental statement;

“suitably qualified and experienced ecologist” means an ecologist who is a full member of the Chartered Institute of Ecology and Environmental Management and having at least 10 years of relevant experience;

“Thames Basin Heaths Special Protection Area (SPA) compensation land” means the land outside of the existing SPA boundary and which is to be acquired or used for the purposes of creating compensatory habitat to offset the loss of existing SPA habitat (as provided for by Work No.57 in Schedule 1 (authorised development) of this Order);

“Thames Basin Heaths Special Protection Area (SPA) enhancement area” means the area within the existing SPA boundary and within which compensatory ecological enhancement measures will be implemented to offset other potential adverse effects on the SPA (as provided for by Work No.58 in Schedule 1 (authorised development) of this Order);

“Water Framework Directive Assessment Report” means the report of that description certified under article 46 (certification of documents, etc.) of this Order.

### **Time limits**

2. The authorised development must not commence later than the expiration of 5 years beginning with the date on which this Order comes into force.

### **Construction and handover environmental management plans**

3.—(1) No part of the authorised development is to commence until a CEMP, substantially in accordance with the outline CEMP, for that part has been submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authority and the local highway authority.

(2) The CEMP must be written in accordance with the principles of ISO14001 and reflect the commitments made in the REAC and mitigation measures detailed in the Environmental

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(a) 2008 c. 29.

Statement, to avoid, reduce or mitigate environmental effects or risks during construction. The CEMP must—

- (a) contain a record of all sensitive environmental features that have the potential to be affected by the construction of the authorised development, including an environmental constraints map;
- (b) require adherence to the workings hours of 07:30 to 18:00 on Mondays to Fridays and 08:00 to 19:00 on Saturdays, except for—
  - (i) night-time closures for bridge demolition and installation or other works requiring the full or partial closure of, or otherwise adversely affecting the operation of the M25 and A3 carriageways;
  - (ii) any oversize deliveries or deliveries where daytime working would be excessively disruptive to normal traffic operation;
  - (iii) the provision of services at compounds, including CCTV and vehicle recovery;
  - (iv) works associated with the diversion of existing utilities;
  - (v) junction tie-in works;
  - (vi) works associated with traffic management and signal changes;
  - (vii) cases of emergency; and
  - (viii) as otherwise agreed by the relevant planning authority or local highway authority in advance.
- (c) include the following management plans and method statements for undertaking the authorised development—
  - (i) an arboricultural method statement setting out details of the trees to be retained and measures for their protection during construction;
  - (ii) the control of noise and vibration;
  - (iii) the control of dust, odour and smoke;
  - (iv) construction site artificial lighting;
  - (v) the management of materials;
  - (vi) the management and storage of topsoil;
  - (vii) the management of site waste;
  - (viii) the protection of surface water and groundwater;
  - (ix) the protection of ecological habitats and species;
  - (x) the control of invasive species; and
  - (xi) pollution prevention plan and procedures for dealing with any unexpected environmental emergencies;
- (d) set out the arrangements for monitoring and recording compliance with environmental commitments during construction; and
- (e) contain a community relations strategy.

(3) The authorised development must be constructed in accordance with the approved CEMP.

(4) The undertaker must prepare a HEMP by the end of the construction, commissioning and handover stage of the authorised development, in accordance with the process set out in the approved CEMP.

(5) The HEMP must address the matters set out in the approved CEMP that are relevant to the operation and maintenance of the authorised development, and must contain—

- (a) the environmental information needed for the future maintenance and operation of the authorised development;
- (b) the long-term commitments to aftercare, monitoring and maintenance activities relating to the environmental features and mitigation measures that will be required to ensure the continued long-term effectiveness of the environmental design and mitigation measures

and the prevention of unexpected environmental impacts during the operation of the authorised development; and

- (c) a record of the consents, commitments and permissions resulting from liaison with statutory bodies.

(6) The authorised development must be operated and maintained in accordance with the HEMP.

### **Traffic management during construction**

4.—(1) No part of the authorised development comprising the alteration or improvement of the M25 or A3 is to commence until a traffic management plan relevant to that part of the authorised development has been submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authority and the local highway authority.

(2) The authorised development must be constructed in accordance with the traffic management plan approved under sub-paragraph (1).

### **Detailed design**

5.—(1) The authorised development must be designed in detail and carried out so that it is compatible with the preliminary scheme design shown on the works plans, the Scheme Layout Plans and the engineering drawings and sections, certified under article 46 (certification of documents, etc.) of this Order, unless otherwise agreed in writing by the Secretary of State, following consultation with the relevant planning authority and the local highway authority on matters related to their functions and provided that the Secretary of State is satisfied that any amendments would not give rise to any materially new or materially different significant environmental effects in comparison with those described in the environmental statement.

(2) Where amended details are approved by the Secretary of State under sub-paragraph (1), those details are deemed to supersede the corresponding drawings and plans certified under article 46 of this order and the undertaker must make those amended details available in electronic form for inspection by members of the public and undertake the works in accordance with the approved amended details.

### **Landscaping**

6.—(1) The authorised development must be landscaped in accordance with a landscaping scheme which sets out details of all proposed hard and soft landscaping works and which has been submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authority.

(2) The landscaping scheme must reflect the mitigation measures set out in the REAC and must be substantially in accordance with the Scheme Layout Plans and the Landscape and Ecology Management and Monitoring Plan. It must reflect the results of any arboricultural walkover surveys undertaken in accordance with British Standard 5837:2012 and requirement 3 of this Order.

(3) The landscaping scheme prepared under sub-paragraph (1) must include details of—

- (a) location, number, species mix, size and planting density of any proposed planting;
- (b) cultivation, importing of materials and other operations to ensure plant establishment;
- (c) existing trees to be retained, with measures for their protection during the construction period;
- (d) proposed finished ground levels;
- (e) hard landscaping and materials, minor structures and street furniture associated with any new public right of way or upgraded public right of way proposed to support sustainable travel movement along the A3 corridor or for the purposes of providing improved access to proposed areas of replacement land; and

(f) a timetable for the implementation of the landscaping works.

(4) All landscaping works must be carried out in accordance with the relevant recommendations of appropriate British Standards or other recognised codes of good practice.

(5) Any tree or shrub planted as part of the authorised development that, within a period of 5 years after planting, is removed, dies or becomes in the opinion of the relevant planning authority, seriously damaged or diseased, must be replaced in the first available planting season with a specimen of the same species and size as that originally planted, unless the Secretary of State, following consultation with the relevant planning authority on matters related to its function, gives consent to a variation.

### **Design, layout and implementation of Replacement Land**

7.—(1) No part of the authorised development comprising the creation of an area of replacement land (Work No.59) is to commence until for that part details of the layout and design of the land have been submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authority and with the prospective owner of the replacement land identified in Part 4 of Schedule 10. The details must include—

- (a) a landscaping scheme for the replacement land in accordance with requirement 6 of this Order;
- (b) the extent, methods and timing of any tree felling or other vegetation clearance required within the boundary of the replacement land to render the land suitable for public recreational access;
- (c) measures for the management and protection of any ancient woodland, veteran trees or trees which are the subject of a tree preservation order, if present within the boundary of the relevant part of the replacement land;
- (d) the location and extent of any translocation of ancient woodland soils if proposed within the relevant part of the replacement land;
- (e) the detailed alignment and surface treatment of any proposed new paths or public rights of way to be created through the replacement land;
- (f) any measures, including street furniture and signage to be provided for the purposes of supporting, promoting and managing non-motorised public access to the land;
- (g) boundary treatment measures, including details of any new fencing, gates and barriers necessary to manage public access both within the replacement land and to restrict access to other adjoining land;
- (h) timetable for the implementation, completion and opening of the replacement land for public access; and
- (i) a scheme for the maintenance and management of the replacement land, including details of any environmental monitoring measures.

(2) The authorised development must be carried out, maintained, managed and monitored in accordance with the details approved under sub-paragraph (1).

### **Thames Basin Heaths Special Protection Area (SPA) Compensatory Habitat Creation and Enhancement Measures**

8.—(1) Details of the compensatory habitat creation and enhancement measures to be undertaken in respect of the Thames Basin Heaths SPA (on the compensation land (Work No.57) and in the enhancement areas (Work No.58)) must be submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authority, Surrey County Council and Natural England. The details must be substantially in accordance with the preliminary Scheme design shown on the Scheme Layout Plans and must reflect the measures set out in the Environmental Statement, the REAC and in the Habitats Regulations Assessment certified under article 46 (certification of documents, etc.) of this Order. The details must include—

- (a) existing vegetation to be retained and any new planting species proposed within the Thames Basin Heaths SPA compensation land, including details of establishment methods;
- (b) the extent, methods and timing of any tree felling and stump removal required within the SPA enhancement areas;
- (c) the extent and depth of any topsoil removal necessary for the purposes of re-establishing heathland habitat;
- (d) measures for the protection of habitats and species within the SPA to be adopted during the enhancement works;
- (e) measures to support and manage public recreational access within the compensation land and enhancement areas which comprise common land or open space, including any new signage, gates, styles where proposed and consistent with ecological conservation management objectives;
- (f) a timetable for the completion of the environmental mitigation and enhancement works (Work Nos. 57 and 58); and
- (g) a scheme for the maintenance, management and monitoring of the compensatory habitat creation and enhancement measures in respect of the Thames Basin Heaths SPA that reflects the measures set out in the SPA Management and Monitoring Plan.

(2) The compensatory habitat creation and enhancement measures must be carried out and maintained, managed and monitored in accordance with the details approved under sub-paragraph (1).

(3) Unless otherwise approved by the Secretary of State in writing, following consultation with Natural England, the compensatory habitat creation measures on the proposed Thames Basin Heaths SPA compensation land must be begun before any part of the authorised development within the boundary of the SPA may commence.

(4) No trees may be felled or other preparatory works undertaken within the SPA enhancement areas (Work No.58) until the methods and timing for such works have been approved in writing by the Secretary of State under sub-paragraph (1).

### **Cockcrow Green Bridge**

**9.**—(1) No part of the authorised development comprising the construction of the replacement Footpath 17 Cockcrow Bridge (Work No.35(b)) is to commence until details of the bridge design features, substantially in accordance with the preliminary design shown on the Engineering Drawings and Sections certified under article 46 (certification of documents, etc.) of this Order have been approved in writing by the Secretary of State, following consultation with the relevant planning authority, Natural England and the local highway authority.

(2) Work No.35(b) must be constructed in accordance with the details approved under sub-paragraph (1) unless otherwise agreed by the Secretary of State.

(3) Notwithstanding sub-paragraph (1) and (2), the Secretary of State may approve under this requirement a bridge design excluding any soft verge wildlife crossing.

### **Bolder Mere Mitigation and Enhancement Area**

**10.**—(1) No part of Work No.5(c) is to commence until details of the environmental mitigation and enhancement measures to be undertaken in the Bolder Mere mitigation and enhancement area (Work No.55) have been submitted to and approved in writing by the Secretary of State, following consultation with the Environment Agency, Natural England, Surrey County Council and the relevant planning authority. The details must substantially accord with the measures described in the Environmental Statement and in the Water Framework Directive Assessment Report certified under article 46 (certification of documents, etc.) of this Order and must include—

- (a) details of any vegetation to be removed to improve the hydrosere of the shore of Bolder Mere;



- (b) the extent, shape and species composition of the replicate marginal vegetation to be provided alongside the proposed retaining wall, including the method of implementation;
- (c) a timetable for the completion of the environmental mitigation and enhancement works (Work No.55); and
- (d) a scheme for the maintenance, management and environmental monitoring of the mitigation and enhancement measures at Bolder Mere.

(2) The environmental mitigation and enhancement works must be carried out, maintained, managed and monitored in accordance with the details approved under sub-paragraph (1) and must be begun before any part of Work No.5(c) may commence.

(3) No part of Work No.5(c) is to commence until details of the surface water drainage and pollution control measures for that part of the A3 southbound carriageway adjoining the proposed Bolder Mere retaining wall, reflecting the results of a detailed drainage survey, have been submitted to and approved in writing by the Secretary of State, following consultation with the Environment Agency, Natural England, Surrey County Council and the relevant planning authority.

(4) The authorised development must be constructed in accordance with the detailed drainage scheme approved under sub-paragraph (3).

### **Buxton Wood Environmental Mitigation Area**

**11.**—(1) No part of the authorised development comprising Work No.25 (improvement, realignment and widening of the M25 eastbound off-slip at M25 junction 10) is to open to traffic until details of the mitigation measures to be undertaken as part of Work No.60 have been submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authority.

(2) Details to be approved under sub-paragraph (1) must be substantially in accordance with the measures described in the Environmental Statement and the REAC certified under article 46 (certification of documents, etc.) of this Order. The details must include—

- (a) a landscaping scheme in accordance with requirement 6 of this Order;
- (b) a timetable for the completion of the mitigation works; and
- (c) a scheme for the maintenance, management and monitoring of the mitigation measures.

(3) The authorised development must be carried out, maintained, managed and monitored in accordance with the details approved under sub-paragraph (1) unless otherwise agreed by the Secretary of State following consultation with the relevant planning authority.

### **Stratford Brook Environmental Mitigation Area**

**12.**—(1) No part of the authorised development comprising Work No.33(b) (the new Stratford Brook underbridge) or Work No.54 (environmental mitigation works on land adjoining Stratford Brook) is to commence until details of the mitigation measures to be undertaken have been submitted to and approved in writing by the Secretary of State, following consultation with the Environment Agency and the relevant planning authority.

(2) Details to be approved under sub-paragraph (1) must be substantially in accordance with the measures described in the Environmental Statement, the REAC and the Water Framework Directive Assessment certified under article 46 (certification of documents, etc.) of this Order. The details must include—

- (a) a timetable for the completion of the mitigation works; and
- (b) a scheme for the maintenance, management and monitoring of the mitigation measures.

(3) The authorised development must be carried out, maintained, managed and monitored in accordance with the details approved under sub-paragraph (1) unless otherwise agreed by the Secretary of State following consultation with the Environment Agency, and under any necessary licences.

## **Contaminated land and groundwater**

**13.—**(1) No part of the authorised development involving intrusive ground works is to commence until for that part a site investigation and risk assessment have been submitted to and approved in writing by the Secretary of State, following consultation with the Environment Agency and the relevant planning authority.

(2) An investigation and assessment under sub-paragraph (1) must include:

- (a) details of any existing sources of contamination within the Order limits that may be affected by the carrying out of the authorised development;
- (b) any reasonably required protective measures to ensure that the carrying out of the authorised development does not make worse any adverse conditions or risks associated with such existing sources of contamination;
- (c) appropriate remediation strategies and mitigation measures to address any historic contamination within the Order limits which is shown to be having significant unacceptable effects on the environment within the context of the proposed works; and
- (d) must be carried out in accordance with the Department for Environment, Food and Rural Affairs' and the Environment Agency's 'Model Procedures for the Management of Land Contamination' Contaminated Land Report 11 document.

(3) The steps and measures identified as necessary for the purposes of carrying out the authorised development must be implemented in accordance with details approved under sub-paragraph (1).

(4) In the event that contaminated material, including groundwater, is found at any time when carrying out the authorised development, which was not previously assessed in the environmental statement or a risk assessment approved under sub-paragraph (1), the undertaker must cease construction in the vicinity of that contamination and undertake a risk assessment of the contamination in consultation with the Environment Agency and relevant planning authority.

(5) Where the undertaker determines that remediation is necessary, a written scheme and programme for the remedial measures to be undertaken must be submitted to and approved in writing by the Secretary of State, following consultation with the Environment Agency and the relevant planning authority.

(6) Remedial measures must be carried out in accordance with the scheme approved under sub-paragraph (5).

## **Archaeology**

**14.—**(1) No part of the authorised development is to commence until for that part a written scheme for the investigation and mitigation of areas of archaeological interest, reflecting the mitigation measures set out in the environmental statement and REAC, has been submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authority and the County Archaeologist.

(2) A written scheme prepared under sub-paragraph (1) may include provision for further sub-written schemes of investigation if required (evaluation or detailed excavation or watching brief) for any area and any phase of the works, for which approval must be sought separately in accordance with sub-paragraph (1).

(3) A written scheme prepared under sub-paragraph (1) must contain details of the arrangements and timescales within which the undertaker and County Archaeologist will agree the manner in which any further investigation and recording is to be carried out in the event of any archaeological remains, not previously identified, being revealed during construction.

(4) The authorised development must be carried out in accordance with the written scheme of investigation approved under sub-paragraph (1).

(5) In the event of any archaeological remains, not previously identified, being revealed when carrying out the authorised development, the said remains must be retained in situ and reported to the County Archaeologist as soon as is reasonably practicable from the date they are identified.

No construction operations are to take place within 10 metres of the remains for a period of 14 days from the date on which the County Archaeologist is notified, unless otherwise agreed in writing by the County Archaeologist. Any revealed remains must be subject to appropriate mitigation to be determined in consultation with the County Archaeologist, in accordance with the written scheme approved under sub-paragraphs (1) and within the timescales agreed under sub-paragraph (3).

(6) If having been notified under sub-paragraph (5) the County Archaeologist determines in writing that the archaeological remains require further investigation, no construction operations may resume within 10 metres of the remains until provision has been made for the further investigation and recording of the remains, in accordance with details to be approved in writing by the County Archaeologist within the timescales agreed under sub-paragraph (3).

(7) Where the undertaker or the County Archaeologist is of the view that the revealed remains referred to in sub-paragraph (5) may be of national significance the findings must be reported to Historic England. No construction operations may resume within 10 metres of the remains until the significance of the remains has been determined in consultation with Historic England and suitable provision is made for their analysis and recording in accordance with a scheme to be agreed in writing by Historic England.

(8) On completion of the authorised development suitable resources and provisions for the long-term storage of the archaeological archive will be agreed with the County Archaeologist.

(9) A copy of any analysis, reporting or publication required as part of the written scheme of investigation approved under sub-paragraph (1) must be deposited with the Historic Environment Record of the relevant planning authority within three years of the date of completion of the authorised development or such other period as may be agreed in writing by the County Archaeologist.

### **Protected species**

**15.**—(1) No part of the authorised development is to commence until for that part, final pre-construction survey work has been carried out to establish whether European or nationally protected species are present on any of the land affected or likely to be affected by any part of the authorised development.

(2) In the event that a European or other protected species or nesting bird not previously identified in the environmental statement is found at any time when carrying out the authorised development, the undertaker must cease construction of the relevant part of the works near their location, or any works within 10m of nesting birds, and report it as soon as practicable to the Ecological Clerk of Works.

(3) Construction of the relevant part of the works must not resume until either—

- (a) the nesting birds, if relevant, have fledged and the nest is no longer in use; or
- (b) a suitably qualified and experienced ecologist, holding the relevant and appropriate licence for the species in question, determines that the relevant works do not require a protected species licence, or
- (c) any necessary licences for the protection and mitigation of the species have been obtained from Natural England.

### **Fencing**

**16.** Any permanent and temporary fencing and other means of enclosure for the authorised development must be constructed and installed in accordance with the Manual of Contract Documents for Highway Works maintained by or on behalf of the undertaker except where any departures from that manual are agreed in writing by the Secretary of State.

### **Restoration and/or landscaping of land used temporarily for construction**

17.—(1) Within three months of the authorised development being completed, a scheme for the restoration and/or landscaping of any Order land used temporarily for construction purposes, substantially in accordance with the Scheme Layout Plans and to include a programme for the said restoration and/or landscaping work, must be submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authority.

(2) The restoration of the land subject to sub-paragraph (1) must be carried out, maintained, managed and where relevant monitored in accordance with the approved restoration scheme.

(3) In so far as the land used temporarily is land within the boundary of the Thames Basin Heaths Special Protection Area and/or within the boundary of the Ockham and Wisley Commons Site of Special Scientific Interest, the restoration scheme under sub-paragraph (1) must be submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authority, Surrey County Council and Natural England and must—

- (a) make suitable provision for habitat restoration measures to support the sites' qualifying species and features;
- (b) incorporate the measures described in the Environmental Statement and the Habitats Regulations Assessment where relevant;
- (c) demonstrate how opportunities have been taken to achieve biodiversity gains and support enhancement of the sites' nature conservation value within the restoration proposals; and
- (d) include a scheme for the maintenance, management and monitoring of the said land.

(4) In so far as the land used temporarily is common land or open space, the restoration scheme under sub-paragraph (1) must make suitable provision for landscape and access measures to support use of the land as common land or open space and must include a scheme for the maintenance and management of the said land. The relevant details must be submitted to and approved in writing by the Secretary of State, following consultation with the relevant planning authority and Surrey County Council.

### **Protection of certain tree roots at RHS Garden Wisley**

18. No intrusive works in connection with the authorised development may be carried out, and no plant, materials or vehicles will be used or stored in the areas shown cross-hatched red on the RHS Tree Protection Plan, except with the consent of the owner of RHS Garden Wisley, such consent not to be unreasonably withheld or delayed.

### **Approvals and amendments to approved details**

19. With respect to any requirement that stipulates the authorised development must be carried out in accordance with the details approved under this Schedule, the approved details are taken to include any amendments that may subsequently be approved in accordance with the provisions of the relevant requirement.

## **PART 2**

### **PROCEDURE FOR DISCHARGE OF REQUIREMENTS**

#### **Applications made under requirements**

20.—(1) Where an application has been made to the Secretary of State for any consent, agreement or approval required by a requirement (including consent, agreement or approval in respect of part of a requirement) included in this Order, the Secretary of State must give notice to the undertaker of the decision on the application within a period of 8 weeks beginning with—

- (a) the day immediately following that on which the application is received by the Secretary of State;

- (b) the day immediately following that on which further information has been supplied by the undertaker under paragraph 17; or
- (c) such longer period as may be agreed by the Secretary of State.

(2) Subject to sub-paragraph (3), in the event that the Secretary of State does not determine an application within the period set out in sub-paragraph (1), the Secretary of State is taken to have granted all parts of the application (without any condition or qualification) at the end of that period.

(3) Sub-paragraph (2) does not apply to an application made to the Secretary of State under requirement 8 (Thames Basin Heaths Special Protection Area (SPA) Compensatory Habitat Creation and Enhancement Measures) and 17(3) (Restoration and/or landscaping of land used temporarily for construction).

(4) Where approval or agreement must be obtained under any of the Requirements in this Schedule, the matter which requires approval must be submitted in writing and approval or agreement must be given in writing.

### **Pre-application consultation**

**21.**—(1) With respect to any requirement which requires details to be submitted to the Secretary of State for approval under this Schedule, the details submitted must be accompanied by a summary report setting out the consultation undertaken by the undertaker to inform the details submitted and an account as to how the undertaker has had regard to the responses received.

(2) Where the consultation responses have not been reflected in the submitted details, the undertaker must state the reasons why it has not been appropriate, reasonable or feasible to do so, taking into account considerations including, but not limited to, cost and engineering practicality.

(3) At the time of submitting an application to the Secretary of State, the undertaker must provide a copy of the summary report to the requirement consultees referred to in the requirement under which approval is being sought.

(4) Where the undertaker is required to consult with a requirement consultee prior to submitting an application to discharge a requirement in this schedule, the undertaker must allow the requirement consultee a period in which to respond not less than 28 calendar days that begins with the day after the day on which the requirement consultee receives the information, unless otherwise agreed in writing. Where no response is provided within that period, it may be deemed that the requirement consultee has no objection to the details provided.

### **Further information**

**22.**—(1) In relation to any application to which this Schedule applies, or part of any application, the Secretary of State has the right to request such further information from the undertaker as is necessary to enable the Secretary of State to consider the application.

(2) In the event that the Secretary of State considers such further information to be necessary the Secretary of State must, within 21 business days of receipt of the application, notify the undertaker in writing specifying the further information required and (if applicable) to which part of the application it relates. In the event that the Secretary of State does not give such notification within this 21 day period the Secretary of State is deemed to have sufficient information to consider the application and is not subsequently entitled to request further information without the prior agreement of the undertaker.

(3) Where further information is requested under this paragraph in relation to part only of an application, that part is treated as separate from the remainder of the application for the purposes of calculating the time periods referred to in paragraph 19 (applications made under requirements) and in this paragraph.

(4) In this paragraph, “business day” means a day other than Saturday or Sunday, which is not a bank holiday under section 1 (bank holidays) of the Banking and Financial Dealings Act 1971.

### **Register of requirements**

**23.**—(1) The undertaker must, as soon as practicable following the making of this Order, establish and maintain in an electronic form suitable for inspection by members of the public a register of those requirements contained in Part 1 of this Schedule that provide for further approvals to be given by the Secretary of State.

(2) The register must set out in relation to each such requirement the status of the requirement, in terms of whether any approval to be given by the Secretary of State has been applied for or given, providing an electronic link to any document containing any approved details.

(3) The register must be maintained by the undertaker for a period of 3 years following completion of the authorised development.

### **Anticipatory steps towards compliance with any requirement**

**24.** If before this Order came into force the undertaker or any other person has taken any steps that were intended to be steps towards compliance with any provisions of Part 1 of this Schedule, those steps may be taken into account for the purpose of determining compliance with that provision if they would have been valid steps for that purpose had they been taken after this Order came into force.

SCHEDULE 3

Articles 13 and 17

CLASSIFICATION OF ROADS, ETC.

PART 1

SPECIAL ROADS

<i>(1)</i> <i>Highway</i>	<i>(2)</i> <i>Extent</i>
M25 eastbound	Improved M25 eastbound carriageway, as shown between points 10/1 and 10/2 on Sheet 10 of the Streets, Rights of Way and Access Plans, comprising 40 metres and between point 10/3 on Sheet 10 and point 18/2 on Sheet 18 of the Streets, Rights of Way and Access Plans, comprising 5,580 metres.
M25 eastbound on-slip at M25 junction 10	Altered slip road, as shown between point 5/20 on Sheet 5 and point 14/2 on Sheet 14 of the Streets, Rights of Way and Access Plans, comprising 955 metres.
M25 eastbound off-slip at M25 junction 10	Improved slip road, as shown between point 11/2 on Sheet 11 and point 5/12 on Sheet 5 of the Streets, Rights of Way and Access Plans, comprising 900 metres.
M25 westbound	Improved M25 westbound carriageway, as shown between point 18/1 on Sheet 18 and point 10/4 on Sheet 10 of the Streets, Rights of Way and Access Plans, comprising 6,050 metres.
M25 westbound on-slip at M25 junction 10	Improved slip road, as shown between point 5/9 on Sheet 5 and point 11/1 on Sheet 11 of the Streets, Rights of Way and Access Plans, comprising 1,225 metres.
M25 westbound off-slip at M25 junction 10	Altered slip road, as shown between point 14/1 on Sheet 14 and point 5/21 on Sheet 5 of the Streets, Rights of Way and Access Plans, comprising 800 metres.
A3 northbound to M25 westbound dedicated free-flow slip lane at M25 junction 10	New slip lane, as shown between point 5/3 on Sheet 5 and point 12/5 on Sheet 12 of the Streets, Rights of Way and Access Plans, comprising 205 metres.
M25 eastbound to A3 northbound dedicated free-flow slip lane at M25 junction 10	New slip lane, as shown between point 12/4 on Sheet 12 and point 5/15 on Sheet 5 of the Streets, Rights of Way and Access Plans, comprising 225 metres.
A3 southbound to M25 eastbound dedicated free-flow slip lane at M25 junction 10	New slip lane, as shown between point 5/18 on Sheet 5 and point 13/1 on Sheet 13 of the Streets, Rights of Way and Access Plans, comprising 210 metres.
M25 westbound to A3 southbound dedicated free-flow slip lane at M25 junction 10	New slip lane, as shown between point 13/2 on Sheet 13 and point 5/4 on Sheet 5 of the Streets, Rights of Way and Access Plans, comprising 250 metres.

**PART 2**  
**TRUNK ROADS**

<i>(1)</i> <i>Highway</i>	<i>(2)</i> <i>Extent</i>
M25 junction 10, circulatory carriageway	For the entire extent of the altered M25 junction 10 circulatory carriageway, as shown between points 5/6 and 5/7 on Sheet 5 of the Streets, Rights of Way and Access Plans, comprising 725 metres.
A3 northbound	Improved A3 northbound carriageway, as shown between point 1/1 on Sheet 1 and point 8/12 on Sheet 8 of the Streets, Rights of Way and Access Plans, comprising 5,325 metres.
A3 northbound on-slip at the A3 Ockham Park junction	Improved slip road, as shown between points 1/15 and 1/16 on Sheet 1 of the Streets, Rights of Way and Access Plans, comprising 90 metres and between point 1/16 on Sheet 1 and point 2/2 on Sheet 2 of the Streets, Rights of Way and Access Plans, comprising 650 metres.
A3 northbound off-slip at M25 junction 10	Improved slip road, as shown between point 4/11 on Sheet 4 and point 5/8 on Sheet 5 of the Streets, Rights of Way and Access Plans, comprising 315 metres.
A3 northbound on-slip at M25 junction 10	Improved slip road, as shown between point 5/14 on Sheet 5 and point 6/2 on Sheet 6 of the Streets, Rights of Way and Access Plans, comprising 465 metres.
A3 northbound off-slip at the A3 Painshill junction	Improved slip road, as shown between point 7/3 on Sheet 7 and point 8/5 on Sheet 8 of the Streets, Rights of Way and Access Plans, comprising 685 metres.
A3 northbound on-slip at the A3 Painshill junction	Improved slip road, as shown between points 8/10 and 8/11 on Sheet 8 of the Streets, Rights of Way and Access Plans, comprising 120 metres.
A3 southbound	Improved A3 southbound carriageway, as shown between point 8/13 on Sheet 8 and point 1/2 on Sheet 1 of the Streets, Rights of Way and Access Plans, comprising 5,530 metres.
A3 southbound off-slip at the A3 Painshill junction	Improved slip road, as shown between points 8/14 and 8/15 on Sheet 8 of the Streets, Rights of Way and Access Plans, comprising 245 metres.
A3 southbound on-slip at the A3 Painshill junction	Improved slip road, as shown between point 8/19 on Sheet 8 and point 7/2 on Sheet 7 of the Streets, Rights of Way and Access Plans, comprising 785 metres.
A3 southbound off-slip at M25 junction 10	Altered slip road, as shown between point 6/1 on Sheet 6 and point 5/19 on Sheet 5 of the Streets, Rights of Way and Access Plans, comprising 305 metres.
A3 southbound on-slip at M25 junction 10	Altered slip road, as shown between point 5/5 on Sheet 5 and point 4/1 on Sheet 4 of the Streets, Rights of Way and Access Plans, comprising 870 metres.



<i>(1)</i> <i>Highway</i>	<i>(2)</i> <i>Extent</i>
A3 southbound off-slip at the A3 Ockham Park junction	Improved slip road, as shown between point 2/1 on Sheet 2 and point 1/22 on Sheet 1 of the Streets, Rights of Way and Access Plans, comprising 380 metres.

### PART 3 CLASSIFIED ROADS

<i>(1)</i> <i>Highway</i>	<i>(2)</i> <i>Extent</i>
<b>A Roads</b>	
A3 Painshill junction (A245)	For the entire extent of the improved Painshill junction, as shown between points 8/3 and 8/4 on Sheet 8 of the Streets, Rights of Way and Access Plans, comprising 430 metres.
A3 northbound to A245 westbound dedicated slip road at the A3 Painshill junction	New slip road, as shown between points 8/1 and 8/2 on Sheet 8 of the Streets, Rights of Way and Access Plans, comprising 180 metres.
A245 Byfleet Road westbound	Improved A245 westbound carriageway, as shown between point 8/6 on Sheet 8 and point 9/1 on Sheet 9 of the Streets, Rights of Way and Access Plans, comprising 540 metres.
A245 Byfleet Road eastbound	Improved A245 eastbound carriageway, as shown between point 9/2 and 9/4 on Sheet 9 and between point 8/27 and 8/9 on Sheet 8 of the Streets, Rights of Way and Access Plans, comprising 190 metres.
A245 Portsmouth Road (eastbound)	A245 eastbound carriageway at the tie-in with the improved Painshill junction, as shown between points 8/16 and 8/17 on Sheet 8 of the Streets, Rights of Way and Access Plans, comprising 170 metres.
A245 Portsmouth Road (westbound)	A245 westbound carriageway at the tie-in with the improved Painshill junction, as shown between points 8/17 and 8/18 on Sheet 8 of the Streets, Rights of Way and Access plans, comprising 170 metres.
<b>B Roads</b>	
A3 Ockham Park junction (B2039)	For the entire extent of the improved A3 Ockham Park junction circulatory carriageway forming part of the B2039, as shown between points 1/20 and 1/21 on Sheet 1 of the Streets, Rights of Way and Access Plans, comprising 420 metres.
B2115 Portsmouth Road	At the tie-in with the A3 Ockham Park junction, as shown between points 1/6 and 1/7 on Sheet 1 of the Streets, Rights of Way and Access Plans, comprising 235 metres
B2039 Ockham Road North	At the tie-in with the A3 Ockham Park junction, as shown between points 1/27 and 1/28 on Sheet 1 of the Streets, Rights of Way and Access Plans, comprising 60 metres.

<i>(1)</i> <i>Highway</i>	<i>(2)</i> <i>Extent</i>
B2039	At the tie-in between the A3 Ockham Park junction circulatory carriageway and the Mill Lane junction, as shown between points 1/16 and 1/17 on Sheet 1 of the Streets, Rights of Way and Access Plans, comprising 75 metres.
B365 Seven Hills Road (north of the A245 Byfleet Road junction)	Improved B365 Seven Hills Road at the tie-in with the A245 Byfleet Road junction, as shown between points 9/9 and 9/10 on Sheet 9 of the Streets, Rights of Way and Access Plans, comprising 110 metres.
<b>Classified unnumbered roads</b>	
Old Lane	At the tie-in, as shown between points 4/2 and 4/3 on Sheet 4 of the Streets, Rights of Way and Access Plans, comprising 145 metres and as shown between points 24/3 and 24/4 on Sheet 24 of the Streets, Rights of Way and Access Plans, comprising 145 metres.

#### PART 4 UNCLASSIFIED ROADS

<i>(1)</i> <i>Highway</i>	<i>(2)</i> <i>Extent</i>
Mill Lane	At the tie-in with the improved B2039 Ockham Park junction, as shown between points 1/18 and 1/19 as shown on Sheet 1 of the Streets, Rights of Way and Access Plans, comprising 55 metres.
Wisley Lane	New and improved road, as shown between point 1/25 on Sheet 1 and point 20/3 on Inset A of Sheet 20 of the Streets, Rights of Way and Access Plans, comprising 1,905 metres.
Seven Hills Road (south of the A245 Byfleet Road junction and currently classified as B365)	Improved road and road to be declassified, as shown between point 7/1 on Sheet 7 and point 9/8 on Sheet 9 of the Streets, Rights of Way and Access Plans, comprising 190 metres.
A245 Byfleet Road westbound to Seven Hills Road dedicated slip-road	New road, as shown between points 9/6 and 9/7 on Sheet 9 of the Streets, Rights of Way and Access Plans, comprising 40 metres.
Elm Lane	Improved unclassified road, as shown between point 23/1 on Sheet 23 and point 24/1 on Sheet 24 of the Streets, Rights of Way and Access Plans, comprising 240 metres.
Byway Open to All Traffic – Byway 525 (Elm Lane)	Improved Byway Open to All Traffic, as shown between points 24/1 and 24/2 on Sheet 24 of the Streets, Rights of Way and Access Plans, comprising 565 metres.

**PART 5**  
**SPEED LIMITS**

<i>(1)</i> <i>Road name and number</i>	<i>(2)</i> <i>Extent</i>	<i>(3)</i> <i>Speed Limit</i>
<b>Motorways and Trunk Roads</b>		
M25 junction 10 circulatory carriageway	The whole length of the altered circulatory carriageway at M25 junction 10, for a total distance of 725 metres, as shown on Sheet 3 of the Speed Limits and Traffic Regulations Plans.	National speed limit  (70 miles per hour, as existing limit)
<b>M25</b>		
M25 eastbound	Along the length of the improved M25 eastbound carriageway, for a total distance of 5,580 metres, as shown on Sheets 3, 5, 7 and 9 of the Speed Limits and Traffic Regulations Plans.	National speed limit  (70 miles per hour, as existing limit)
M25 eastbound on-slip at M25 junction 10	Along the length of the altered slip road, from its diverge from the M25 junction 10 circulatory carriageway to its merge with the M25 eastbound carriageway, for a total distance of 955 metres, as shown on Sheets 3 and 7 of the Speed Limits and Traffic Regulations Plans.	National speed limit  (70 miles per hour, as existing limit)
M25 eastbound off-slip at M25 junction 10	Along the length of the improved slip road, from its diverge from the M25 eastbound carriageway to its merge with the M25 junction 10 circulatory carriageway, for a total distance of 900 metres, as shown on Sheets 3 and 5 of the Speed Limits and Traffic Regulations Plans.	National speed limit  (70 miles per hour, as existing limit)
M25 westbound	Along the length of the improved M25 westbound carriageway, for a total distance of 6,050 metres, as shown on Sheets 3, 5, 7 and 9 of the Speed Limits and Traffic Regulations Plans.	National speed limit  (70 miles per hour, as existing limit)
M25 westbound on-slip at M25 junction 10	Along the length of the improved slip road, from its diverge from the M25 junction 10 circulatory carriageway to its merge with the M25 westbound carriageway, for a total distance of 1,225 metres, as shown on Sheets 3 and 5 of the Speed Limits and Traffic Regulations Plans.	National speed limit  (70 miles per hour, as existing limit)
M25 westbound off-slip at M25 junction 10	Along the length of the improved slip road, from its diverge from the M25 westbound carriageway to its merge with the M25 junction 10 circulatory carriageway, for a total distance of 800 metres, as shown on Sheets 3 and 7 of the Speed Limits and Traffic Regulations Plans.	National speed limit  (70 miles per hour, as existing limit)

<i>(1)</i> <i>Road name and number</i>	<i>(2)</i> <i>Extent</i>	<i>(3)</i> <i>Speed Limit</i>
<b>New dedicated free-flow slip lanes at M25 junction 10</b>		
A3 northbound to M25 westbound dedicated free-flow slip lane at M25 junction 10	Along the length of the new slip road, from its diverge from the A3 northbound off-slip to its merge with the M25 westbound on-slip, for a total distance of 205 metres, as shown on Sheet 3 of the Speed Limits and Traffic Regulations Plans.	National speed limit  (70 miles per hour)
M25 eastbound to A3 northbound dedicated free-flow slip lane at M25 junction 10	Along the length of the new slip road, from its diverge from the M25 eastbound off-slip to its merge with the A3 northbound on-slip, for a total distance of 225 metres as shown on Sheet 3 of the Speed Limits and Traffic Regulations Plans.	National speed limit  (70 miles per hour)
A3 southbound to M25 eastbound dedicated free-flow slip lane at M25 junction 10	Along the length of the new slip road, from its diverge from the A3 southbound off-slip to its merge with the M25 eastbound on-slip, for a total distance of 210 metres as shown on Sheet 3 of the Speed Limits and Traffic Regulations Plans.	National speed limit  (70 miles per hour)
M25 westbound to A3 southbound dedicated free-flow slip lane at M25 junction 10	Along the length of the new slip road, from its diverge from the M25 westbound off-slip to its merge with the A3 southbound on-slip, for a total distance of 250 metres, as shown on Sheet 3 of the Speed Limits and Traffic Regulations Plans.	National speed limit  (70 miles per hour)
<b>A3</b>		
A3 northbound	Along the length of the improved A3 northbound carriageway for a total distance of 5,325 metres, as shown on Sheets 1, 2, 3 and 4 of the Speed Limits and Traffic Regulations Plans.	National speed limit  (70 miles per hour, as existing limit)
A3 northbound on-slip at A3 Ockham Park junction (south of Mill Lane junction)	Along the length of the improved slip road from its diverge from the Ockham Park junction circulatory carriageway to the Mill Lane junction, for a total distance of 90 metres, as shown on Sheet 1 of the Speed Limits and Traffic Regulations Plans.	40 miles per hour
A3 northbound on-slip at A3 Ockham Park junction (north of Mill Lane junction)	Along the length of the improved slip road, north of the Mill Lane junction to its merge with the A3 northbound carriageway, for a total distance of 650 metres, as shown on Sheets 1 and 2 of the Speed Limits and Traffic Regulations Plans.	National speed limit  (70 miles per hour, as existing limit)
A3 northbound off-slip at M25 junction 10	Along the length of the improved slip road, from its diverge from the A3 northbound carriageway to its merge with the M25 junction 10 circulatory carriageway, for a total distance of 315	National speed limit  (70 miles per hour, as existing limit)

<i>(1)</i> <i>Road name and number</i>	<i>(2)</i> <i>Extent</i>	<i>(3)</i> <i>Speed Limit</i>
	metres, as shown on Sheet 3 of the Speed Limits and Traffic Regulations Plans.	
A3 northbound on-slip at M25 junction 10	Along the length of the improved slip road, from its diverge from the M25 junction 10 circulatory carriageway to its merge with the A3 northbound carriageway, for a total distance of 465 metres as shown on Sheet 3 of the Speed Limits and Traffic Regulations Plans.	National speed limit  (70 miles per hour, as existing limit)
A3 northbound off-slip at A3 Painshill junction	Along the length of the improved slip road from its diverge from the A3 northbound carriageway to point E, for a total distance of 500 metres, as shown on Sheet 4 of the Speed Limits and Traffic Regulations Plans.	National speed limit  (70 miles per hour, as existing limit)
A3 northbound off-slip at A3 Painshill junction	Along the length of the improved slip road, from point E to its merge with the Painshill junction circulatory carriageway, for a total distance of 185 metres, as shown on Sheet 4 of the Speed Limits and Traffic Regulations Plans.	40 miles per hour
A3 northbound on-slip at A3 Painshill junction	Along the length of the improved slip road, from its diverge from the A3 Painshill junction circulatory carriageway to point F, for a total distance of 60 metres, as shown on Sheet 4 of the Speed Limits and Traffic Regulations Plans.	40 miles per hour
A3 northbound on-slip at A3 Painshill junction	Along the length of the improved slip road, from point F to the DCO boundary, for a total distance of 60 metres, as shown on Sheet 4 of the Speed Limits and Traffic Regulations Plans.	National speed limit  (70 miles per hour, as existing limit)
A3 southbound	Along the length of the improved A3 southbound carriageway for a total distance of 5,530 metres, as shown on Sheets 1, 2, 3 and 4 of the Speed Limits and Traffic Regulations Plans.	National speed limit  (70 miles per hour, as existing limit)
A3 southbound off-slip at A3 Painshill junction	Along the length of the improved slip road from its diverge from the A3 southbound carriageway to point G, for a total distance of 115 metres, as shown on Sheet 4 of the Speed Limits and Traffic Regulations Plans.	National speed limit  (70 miles per hour, as existing limit)
A3 southbound off-slip at A3 Painshill junction	Along the length of the improved slip road, from point G to its merge with the A3 Painshill junction circulatory carriageway, for a total distance of 130 metres, as shown on Sheet 4 of the Speed Limits and Traffic Regulations Plans.	40 miles per hour
A3 southbound on-slip at A3 Painshill junction	Along the length of the improved slip road from its diverge from the A3 Painshill junction circulatory carriageway to point H, for a total distance of 350 metres, as shown on Sheet 4 of the Speed Limits and	40 miles per hour

<i>(1)</i> <i>Road name and number</i>	<i>(2)</i> <i>Extent</i>	<i>(3)</i> <i>Speed Limit</i>
	Traffic Regulations Plans.	
A3 southbound on-slip at A3 Painshill junction	Along the length of the improved slip road, from point H to its merge with the A3 southbound carriageway, for a total distance of 435 metres, as shown on Sheet 4 of the Speed Limits and Traffic Regulations Plans.	National speed limit  (70 miles per hour, as existing limit)
A3 southbound off-slip at M25 junction 10	Along the length of the altered slip road, from its diverge from the A3 southbound carriageway to its merge with the M25 junction 10 circulatory carriageway, for a total distance of 305 metres, as shown on Sheet 3 of the Speed Limits and Traffic Regulations Plans.	National speed limit  (70 miles per hour, as existing limit)
A3 southbound on-slip at M25 Junction 10	Along the length of the altered slip road, from its diverge from the M25 junction 10 circulatory carriageway to its merge with the A3 southbound carriageway, for a total distance of 870 metres, as shown on Sheet 3 of the Speed Limits and Traffic Regulations Plans.	National speed limit  (70 miles per hour, as existing limit)
A3 southbound off-slip at A3 Ockham Park junction	Along the length of the improved slip road, from its diverge from the A3 southbound carriageway to point A, for a total distance of 270 metres, as shown on Sheets 1 and 2 of the Speed Limits and Traffic Regulations Plans.	National speed limit  (70 miles per hour, as existing limit)
A3 southbound off-slip at A3 Ockham Park junction	Along the length of the improved slip road, from point A to its merge with the Ockham Park junction circulatory carriageway, for a total distance of 110 metres, as shown on Sheet 1 of the Speed Limits and Traffic Regulations Plans.	40 miles per hour
<b>A Roads</b>		
A3 Painshill junction	The whole length of the improved circulatory carriageway at the Painshill junction, for a total distance of 430 metres, as shown on Sheet 4 of the Speed Limits and Traffic Regulations Plans.	40 miles per hour
A3 northbound to A245 westbound dedicated slip lane at the A3 Painshill junction	Along the length of the new slip road, from its diverge from the A3 northbound off-slip to its merge with the A245 westbound carriageway, for a total distance of 180 metres, as shown on Sheet 4 of the Speed Limits and Traffic Regulations Plans.	40 miles per hour
A245 Byfleet Road westbound	Along the length of the improved A245 Byfleet Road westbound carriageway from its diverge from the A3 Painshill junction circulatory carriageway to point J, for a total distance of 540 metres, as shown on Sheet 4 of the Speed Limits and Traffic Regulations Plans.	40 miles per hour

<i>(1)</i> <i>Road name and number</i>	<i>(2)</i> <i>Extent</i>	<i>(3)</i> <i>Speed Limit</i>
A245 Byfleet Road eastbound	Along the length of the improved A245 Byfleet Road eastbound carriageway, from point J to its merge with the Painshill junction circulatory carriageway, for a total distance of 545 metres, as shown on Sheet 4 of the Speed Limits and Traffic Regulations Plans.	40 miles per hour
A245 Portsmouth Road eastbound	The A245 Portsmouth Road eastbound carriageway at the tie-in with the improved Painshill junction, for a total distance of 170 metres, as shown on Sheet 4 of the Speed Limits and Traffic Regulations Plans.	40 miles per hour
A245 Portsmouth Road westbound	A245 Portsmouth Road westbound carriageway at the tie-in with the improved Painshill junction, for a total distance of 170 metres, as shown on Sheet 4 of the Speed Limits and Traffic Regulations Plans.	40 miles per hour
<b>B Roads</b>		
Ockham Park junction (B2039)	The whole length of the improved circulatory carriageway at the Ockham Park junction, for a total distance of 420 metres, as shown on Sheet 1 of the Speed Limits and Traffic Regulations Plans.	40 miles per hour (as existing limit)
B2115 Portsmouth Road	Along the length of the improved B2115 at its tie-in with the A3 Ockham Park junction, for a total distance of 235 metres, as shown on Sheet 1 of the Speed Limits and Traffic Regulations Plans.	40 miles per hour (as existing limit)
B2039 Ockham Road North	Along the length of the improved B2039 Ockham Road North at its tie-in with the A3 Ockham Park junction, for a total distance of 60 metres, as shown on Sheet 1 of the Speed Limits and Traffic Regulations Plans.	40 miles per hour (as existing limit)
B2039 (A3 Ockham Park junction to Mill Lane junction)	Along the length of the improved B2039 between its junction with Mill Lane and the A3 Ockham Park junction circulatory carriageway, for a total distance of 90 metres, as shown on Sheet 1 of the Speed Limits and Traffic Regulations Plans.	40 miles per hour
B365 Seven Hills Road (north of the A245 Byfleet Road junction)  See also entry for Seven Hills Road below.	At the tie-in with the A245 Byfleet Road junction, for a total distance of 40 metres, as shown on Sheet 4 of the Speed Limits and Traffic Regulations Plans.	40 miles per hour (as existing limit)
<b>Classified unnumbered roads</b>		
Old Lane	At the tie-in with the A3 southbound on-slip at M25 junction 10, for a total distance of 130 metres, as shown on Sheet 3 of the Speed Limits and Traffic	40 miles per hour (as existing limit)

<i>(1)</i> <i>Road name and number</i>	<i>(2)</i> <i>Extent</i>	<i>(3)</i> <i>Speed Limit</i>
	Regulations Plans; and at the tie-in with improved Byway Open to All Traffic 525 (Elm Lane), for a total distance of 80 metres, as shown on Sheet 24 of the Speed Limits and Traffic Regulations Plans.	
<b>Unclassified roads</b>		
Mill Lane	At the tie-in with the improved B2039 Ockham Park junction and the A3 northbound on-slip, for a total distance of 55 metres, as shown on Sheet 1 of the Speed Limits and Traffic Regulations Plans.	National Speed Limit (60 miles per hour, as existing limit)
Wisley Lane diversion	Along the length of the new Wisley Lane diversion, from its diverge from the A3 Ockham Park junction circulatory carriageway to point B, for a total distance of 770 metres, as shown on Sheets 1 and 2 of the Speed Limits and Traffic Regulations Plans.	40 miles per hour
Wisley Lane Diversion/realignment	Along the length of the diverted, realigned and improved Wisley Lane from point B to point C, for a total distance of 1,140 metres, as shown on Sheet 2 of the Speed Limits and Traffic Regulations Plans.	30 miles per hour
Elm Lane (and including Byway 525 – Byway Open to All Traffic)	Along the length of Elm Lane from point D to point E, to include that part of Elm Lane which is classified as a Byway Open to All Traffic (Byway 525), for a total distance of 785 metres, as shown on Sheets 2 and 8 of the Speed Limits and Traffic Regulations Plans.	20 miles per hour
A245 Byfleet Road westbound to Seven Hills Road (south) dedicated slip road	Along the length of the new slip road from its diverge from the A245 westbound carriageway to its merge with Seven Hills Road, for a total distance of 40 metres, as shown on Sheet 4 of the Speed Limits and Traffic Regulations Plans.	20 miles per hour
Seven Hills Road (south of the A245 Byfleet Road junction and currently classified as B365)	Along the length of Seven Hills Road from its junction with the A245 Byfleet Road southwards to point I, for a total distance of 170 metres, as shown on Sheet 4 of the Speed Limits and Traffic Regulations Plans.	20 miles per hour



## PART 6

### TRAFFIC REGULATION MEASURES (CLEARWAYS AND PROHIBITIONS)

<i>(1)</i> <i>Road name and number</i>	<i>(2)</i> <i>Extent of Regulation</i>	<i>(3)</i> <i>Measures</i>
<b>Trunk Roads</b>		
A3 northbound carriageway	From a point 220m south of the Ockham Park South Underbridge, as shown by point 1/1 on Sheet 1 of the Speed Limits and Traffic Regulations Plans, north for a distance of 5200 metres, to the junction with the onslip from the A245 (Painshill Junction), as shown by point 4/5 on Sheet 4 of the Speed Limits and Traffic Regulations Plans.	Prohibition of pedestrians.  Prohibition of cyclists.  Prohibition of ridden or accompanied horses.
A3 northbound on-slip at the A3 Ockham Park junction	From the junction with Mill Lane, as shown by point 1/2 on Sheet 1 of the Speed Limits and Traffic Regulations Plans, north for a distance of 645 metres, to the junction with the A3 northbound mainline, as shown by point 2/1 on Sheet 2 of the Speed Limits and Traffic Regulations Plans.	Prohibition of pedestrians.  Prohibition of cyclists.  Prohibition of ridden or accompanied horses.
A3 southbound carriageway	From the junction with the offslip to the A245 (Painshill Junction), as shown by point 4/6 on Sheet 4 of the Speed Limits and Traffic Regulations Plans, south for a distance of 5405 metres, to a point 220m south of the Ockham Park South Underbridge, as shown by point 1/3 on Sheet 1 of the Speed Limits and Traffic Regulations Plans.	Prohibition of pedestrians.  Prohibition of cyclists.  Prohibition of ridden or accompanied horses.
A3 southbound on-slip at the A3 Painshill junction	From the junction with Heyswood Camp Site access road, as shown by point 4/7 on Sheet 4 of the Speed Limits and Traffic Regulations Plans, south for a distance of 605 metres, to the junction with the A3 southbound mainline, as shown by point 4/8 on Sheet 4 of the Speed Limits and Traffic Regulations Plans.	Prohibition of pedestrians.  Prohibition of cyclists.  Prohibition of ridden or accompanied horses.
<b>A Roads</b>		
A245 Byfleet Road	From its junction with the A3 roundabout circulatory, as shown by point 4/1 on Sheet 4 of the Speed Limits and Traffic Regulations Plans, northwest for a distance of 495m, to its junction with B365 Seven Hills Road, as shown by point 4/2 on Sheet 4 of the Speed Limits and Traffic Regulations Plans.	Clearway (to include verge and hard strips)

<i>(1)</i> <i>Road name and number</i>	<i>(2)</i> <i>Extent of Regulation</i>	<i>(3)</i> <i>Measures</i>
<b>B Roads</b>		
B365 Seven Hills Road	At the junction with the A245 Byfleet Road Only left turns are permitted for southbound traffic from B365 Seven Hills Road, as shown by point 4/4 on Sheet 4 of the Speed Limits and Traffic Regulations Plans.	Prohibition of Entry (Left turn only)
<b>Unclassified Road</b>		
Wisley Lane	The whole length of both kerb lines from Ockham Park junction (B2039) to a point 125m north of the access to RHS Garden Wisley, as shown between points 1/4 and 2/4 on Sheets 1 and 2 of the Traffic Regulation, Speed Limit, Prohibition, and Clearway Plans.	Prohibition of waiting (at any time)
Elm Lane (Byway open to all traffic)	Improved section of the byway open to all traffic from its junction with Old Lane, west for a distance of 555m, as shown between points 2/10 on Sheet 2 and 8/1 on Sheet 8 of the Traffic Regulation, Speed Limit, Prohibition, and Clearway Plans.	Prohibition of waiting (at any time)

## PART 7

### REVOCATIONS AND VARIATIONS OF EXISTING TRAFFIC REGULATION MEASURES (CLEARWAYS AND PROHIBITIONS)

<i>(1)</i> <i>Road name and number</i>	<i>(2)</i> <i>Title of order</i>	<i>(3)</i> <i>Revocations or Variations</i>
A3 layby north of Wisley Lane	S.I 2003 No.3187, Road Traffic, The A3 Trunk Road (Wisley) (Prohibition of Waiting) Order 2003	Order to be revoked in its entirety. For location, refer to point 2/8 on Sheet 2 of the Speed Limits and Traffic Regulations Plans.
A3 Ockham Common Lay-by	S.I 2004 No.1674, Road Traffic, The A3 Trunk Road (Ockham Common Lay-By) (Waiting Restrictions) Order 2004	Order to be revoked in its entirety. For location, refer to point 2/9 on Sheet 2 of the Speed Limits and Traffic Regulations Plans
A245 Byfleet Road eastbound and westbound	The Borough of Elmbridge (Portsmouth Road/Byfleet Road) (Speed Limit) Order 1993	Order to be varied from National Speed Limit to 40mph between the junction of A245 Byfleet Road with Seven Hills Road, and a point approximately 95 metres west of Convent Lane, including the Painshill junction circulatory carriageway, as

<i>(1)</i> <i>Road name and number</i>	<i>(2)</i> <i>Title of order</i>	<i>(3)</i> <i>Revocations or Variations</i>
		shown between points 4/3 and 4/9 on Sheet 4 of the Speed Limit and Traffic Regulations Plans.
Wisley Road	The Surrey County Council, Various Roads in the Parished Areas Within The Borough of Guildford (Consolidation of Waiting Restrictions and Street Parking Places) Order 2004	Order to be revoked between the junction of Wisley Lane and the Northbound A3, and the tie-in with the Wisley Lane diversion, as shown between points 2/2 and 2/3 on Sheet 2 of the Speed Limit and Traffic Regulations Plans.
Elm Lane	The Surrey County Council, Various Roads in the Parished Areas Within The Borough of Guildford (Consolidation of Waiting Restrictions and Street Parking Places) Order 2004	Order to be revoked between the junction of Elm Lane and the Southbound A3, and the point just west of Orchard Cottage access, between points 2/5 and 2/6 and inclusive of point 2/7 on Sheet 2 of the Speed Limit and Traffic Regulations Plans

## PART 8

### OTHER PUBLIC RIGHTS OF WAY

<i>(1)</i> <i>Public right of way</i>	<i>(2)</i> <i>Extent</i>
Cycle track	65 metres of cycle track connecting the A3 northbound with the B2115 Portsmouth Road, as shown between points 1/3 and 1/4 on Sheet 1 of the Streets, Rights of Way and Access Plans.
Footway	15 metres of footway in verge of the B2115 Portsmouth Road, as shown between points 1/5 and 1/33 on Sheet 1 of the Streets, Rights of Way and Access Plans.
Non-segregated footway/cycle track	310 metres of non-segregated footway/cycle track in verge of the B2215 Portsmouth Road and B2039 Ockham Park junction, as shown between points 1/5 and 1/8 on Sheet 1 of the Streets, Rights of Way and Access Plans, with a signal controlled toucan crossing facility at point 1/e as shown on Sheet 1.
Non-segregated footway/cycle track	25 metres of non-segregated footway/cycle track at the tie-in between the B2115 Portsmouth Road and the A3 Ockham Park junction circulatory carriageway, as shown between points 1/9 and 1/10 on Sheet 1 of the Streets, Rights of Way and Access Plans, with a signal controlled toucan crossing facility located at point 1/a as shown on Sheet 1.

<i>(1)</i> <i>Public right of way</i>	<i>(2)</i> <i>Extent</i>
Non-segregated footway/cycle track	370 metres of non-segregated footway/cycle track in verge of the B2215 Portsmouth Road and B2039 Ockham Park junction, as shown between points 1/11 and 1/12 on Sheet 1 of the Streets, Rights of Way and Access Plans, with signal controlled toucan crossing facilities located at points 1/b, 1/c and 1/d as shown on Sheet 1.
Footway	70 metres of footway in the verge of the A3 Ockham Park junction and the A3 northbound on-slip, as shown between points 1/13 and 1/14 on Sheet 1 of the Streets, Rights of Way and Access Plans.
Bridleway	50 metres of bridleway in verge of the A3 Ockham Park junction and the B2039 Ockham Road North, as shown between points 1/12 and 1/26 on Sheet 1 of the Streets, Rights of Way and Access Plans.
Footway	75 metres of footway in verge of the A3 southbound off-slip at the Ockham Park junction, as shown between points 1/23 and 1/24 on Sheet 1 of the Streets, Rights of Way and Access Plans.
Bridleway	1,340 metres of bridleway in verge, as shown between point 1/12 on Sheet 1 and point 20/5 on Sheet 20 of the Streets, Rights of Way and Access Plans.
Footpath	105 metres of footpath, as shown between points 1/29 and 1/31 on Sheet 1 of the Streets, Rights of Way and Access Plans.
Bridleway	320 metres of bridleway, as shown between point 2/3 on Sheet 2 and point 23/1 on Sheet 23 of the Streets, Rights of Way and Access Plans, to include reclassification of 175 metres of unclassified road (Elm Lane) to bridleway, as shown between point 2/11 on Sheet 2 and point 23/1 on Sheet 23 of the Streets, Rights of Way and Access Plans.
Footpath	130 metres of footpath, as shown between points 2/4 and 2/7 on Sheet 2 of the Streets, Rights of Way and Access Plans, comprising the reclassification of 130 metres of an existing unclassified road (Elm Lane) as footpath.
Footpath	30 metres of footpath, as shown between points 2/5 and 2/7 on Sheet 2 of the Streets, Rights of Way and Access Plans.
Footpath	5,855 metres of footpath, as shown between point 2/7 on Sheet 2 and point 3/2 on Sheet 3 of the Streets, Rights of Way and Access Plans.
Footpath	105 metres of footpath, as shown between point 2/10 on Sheet 2 and point 3/1 on Sheet 3 of the Streets, Rights of Way and Access Plans.
Bridleway	845 metres of bridleway, as shown between point 4/4 on Sheet 4 and point 12/6 on Sheet 12 of the Streets, Rights of Way and Access Plans.
Bridleway	20 metres of bridleway, as shown between points 4/4 and 4/6, as shown on Sheet 4 of the Streets, Rights of Way and Access Plans.
Bridleway	180 metres of bridleway, as shown between points 4/7 and 4/8 on Sheet 4 of the Streets, Rights of Way and Access Plans.

<i>(1)</i> <i>Public right of way</i>	<i>(2)</i> <i>Extent</i>
Footpath	75 metres of footpath, as shown between points 4/8 and 4/9 on Sheet 4 of the Streets, Rights of Way and Access Plans.
Bridleway	1,100 metres of bridleway, as shown between point 5/22 on Sheet 5 and point 14/3 on Sheet 14 of the Streets, Rights of Way and Access Plans.
Bridleway	815 metres of bridleway, as shown between point 5/35 on Sheet 5 and point 13/6 on Sheet 13 of the Streets, Rights of Way and Access Plans, comprising the reclassification of 775 metres of unclassified road (Pointers Road) to bridleway.
Footpath	370 metres of footpath, as shown between point 6/3 on Sheet 6 and point 28/1 on Sheet 28 of the Streets, Rights of Way and Access Plans.
Bridleway	1,300 metres of bridleway, as shown between point 6/5 on Sheet 6 and point 12/1 on Sheet 12 of the Streets, Rights of Way and Access Plans.
<del>Bridleway</del>	<del>860 metres of bridleway, as shown between point 6/6 on Sheet 6 and point 13/5 on Sheet 13 of the Streets, Rights of Way and Access Plans.</del>
Bridleway	4,265 metres of bridleway, as shown between point 7/1 on Sheet 7 and point 20/5 on Sheet 20 of the Streets, Rights of Way and Access Plans, to include the reclassification of 140 metres of Seven Hills Road from B365 to bridleway.
Non-segregated footway/cycle track	140 metres of non-segregated footway/cycle track in the verge of the A3 Painshill junction roundabout, as shown between points 8/24 and 8/26 on Sheet 8 of the Streets, Rights of Way and Access Plans.
Non-segregated footway/cycle track	550 metres of non-segregated footway/cycle track in the verge of the A245 Byfleet Road westbound carriageway westbound carriageway, as shown between point 8/24 on Sheet 8 and point 9/11 on Sheet 9 of the Streets, Rights of Way and Access Plans.
Footpath	175 metres of footpath adjacent to the A3 southbound on-slip at the A3 Painshill junction, as shown between points 8/20 and 8/23 on Sheet 8 of the Streets, Rights of Way and Access Plans.
Footway	12 metres of footway between the new dedicated slip road connecting the A245 Byfleet Road (westbound) with Seven Hills Road (south) and the A245 Byfleet Road/Seven Hills Road junction, as shown between points 9/12 and 9/13 on Sheet 9 of the Streets, Rights of Way and Access Plans.
Footway	130 metres of footway in verge of A245 Byfleet Road (eastbound), as shown between points 9/3 and 9/4 on Sheet 9 of the Streets, Rights of Way and Access Plans.
Bridleway	445 metres of bridleway, as shown between points 11/3 and 11/4 on Sheet 11 of the Streets, Rights of Way and Access Plans.
Footpath	135 metres of footpath, as shown between points 20/1 and 20/2 on Sheet 20 of the Streets, Rights of Way and Access Plans.

<i>(1)</i> <i>Public right of way</i>	<i>(2)</i> <i>Extent</i>
Byway 525 (Byway open to all traffic) improvement	565 metres of Byway open to all traffic, as shown between points 24/1 and 24/2 on Sheet 24 of the Streets, Rights of Way and Access Plans.
<del>Footpath</del>	<del>558 metres of footpath, as shown between points 26/1 and 26/2 on Sheet 26 of the Streets, Rights of Way and Access Plans.</del>
<del>Footpath</del>	<del>12 metres of footpath, as shown between points 26/3 and 26/4 on Sheet 26 of the Streets, Rights of Way and Access Plans.</del>
Bridleway	855 metres of bridleway, as shown between point 27/1 on Sheet 27 and point 28/2 on Sheet 28 of the Streets, Rights of Way and Access Plans.

## SCHEDULE 4

Articles 15 and 26

### PERMANENT STOPPING UP OF HIGHWAYS AND PRIVATE MEANS OF ACCESS AND PROVISION OF NEW HIGHWAYS AND PRIVATE MEANS OF ACCESS

#### PART 1

#### HIGHWAYS AND PUBLIC RIGHTS OF WAY TO BE STOPPED UP OR EXTINGUISHED AND FOR WHICH A SUBSTITUTE IS TO BE PROVIDED AND NEW HIGHWAYS WHICH ARE OTHERWISE TO BE PROVIDED

(1) <i>Highway/public right of way to be stopped up</i>	(2) <i>Extent of stopping up</i>	(3) <i>New highway/public right of way to be provided</i>
Non-segregated footway/cycle track in the verge of the A3 Ockham Park junction (to be extinguished)	For a distance of 90 metres, as shown between points 1/23 and 1/32 on Sheet 1 of the Streets, Rights of Way and Access Plans.	Work Nos. 31(g) and 31(h)
Non-segregated footway/cycle track in the verge of the A3 southbound carriageway, to include four crossings at M25 junction 10 (to be extinguished)	For a distance of 4,550 metres, as shown between point 1/24 on Sheet 1 and point 8/22 on Sheet 8 of the Streets, Rights of Way and Access Plans and for a distance of 65 metres as shown between points 8/20 and 8/21 Sheet 8 of the Streets, Rights of Way and Access Plans.	Work Nos. 33, 35, 42(c) and 44(c)
Footpath 13A	For a distance of 130 metres, as shown between points 1/29 and 1/34 on Sheet 1 of the Streets, Rights of Way and Access Plans.	Work Nos. 32 and 33
Footpath 13	For a distance of 165 metres, as shown between points 1/30 and 1/34 on Sheet 1 of the Streets, Rights of Way and Access Plans.	Work Nos. 32 and 33
Elm Lane (unclassified public road)	For a distance of 330 metres, as shown between point 2/6 on Sheet 2 and point 23/1 on Sheet 23 of the Streets, Rights of Way and Access Plans and for a distance of 25 metres as shown between points 2/4 and 2/11 on Sheet 2 of the Streets, Rights of Way and Access Plans.	Work No.50  Note: Existing highway to be reclassified in part as footpath and in part as bridleway.
Wisley Lane (classified unnumbered road)	For a distance of 240 metres, as shown between point 2/8 on Sheet 2 and point 20/4 on Sheet 20 of the Streets, Rights of Way and Access Plans.	Work No.33
Footway over Wisley Footbridge (to be extinguished)	For a distance of 140 metres, as shown between points 2/9 and 2/12 on Sheet 2 of the Streets, Rights of	Work No.33

<i>(1)</i> <i>Highway/public right of way to be stopped up</i>	<i>(2)</i> <i>Extent of stopping up</i>	<i>(3)</i> <i>New highway/public right of way to be provided</i>
	Way and Access Plans.	
Footpath 7	For a distance of 195 metres, as shown between point 2/9 on Sheet 2 and point 20/1 on Sheet 20 of the Streets, Rights of Way and Access Plans and including 10 metres of footpath between points 2/13 and 2/14 as shown on Sheet 2 of the Streets, Rights of Way and Access Plans.	Work No.33(g)
Footpath 14	For a distance of 95 metres, as shown between points 3/2 and 3/3 on Sheet 3 of the Streets, Rights of Way and Access Plans.	Work Nos. 36 and 34
Footpath 17 (to include Footpath 17 Cockcrow Overbridge)	For a distance of 160 metres, as shown between points 4/9 and 4/10 on Sheet 4 of the Streets, Rights of Way and Access Plans.	Work No.35(b)
Non-segregated footway/cycle track in the verge of the A3 northbound off-slip at M25 junction 10 including crossing over slip road (to be extinguished)	For a distance of 245 metres, as shown between points 5/1 and 5/2 on Sheet 5 of the Streets, Rights of Way and Access Plans.	Work No.35
A3 northbound off-slip at M25 junction 10	For a distance of 45 metres, as shown between points 5/10 and 5/11 on Sheet 5 of the Streets, Rights of Way and Access Plans.	Work No.14
M25 circulatory carriageway and associated footways/cycle tracks on west side of junction 10 roundabout, to include tie-ins to M25 westbound on-slip and M25 eastbound off-slip and three crossings	For a distance of 225 metres, as shown between points 5/23 and 5/24 on Sheet 5 of the Streets, Rights of Way and Access Plans.	Work Nos. 7 and 35
M25 circulatory carriageway and associated footways/cycle tracks on east side of junction 10 roundabout	For a distance of 225 metres, as shown between points 5/25 and 5/26 on Sheet 5 of the Streets, Rights of Way and Access Plans.	Work Nos. 7 and 35
Non-segregated footway/cycle track in the verge of the A3 northbound on-slip at M25 junction 10 (to be extinguished)	For a distance of 560 metres, as shown between point 5/13 on Sheet 5 and point 6/5 on Sheet 6 of the Streets, Rights of Way and Access Plans.	Work No.35
A3 northbound on-slip at M25 junction 10	For a distance of 50 metres, as shown between points 5/27 and 5/28 on Sheet 5 of the Streets, Rights of Way and Access Plans.	Work No.14
A3 southbound off-slip at	For a distance of 115 metres, as	Work No.19



<i>(1)</i> <i>Highway/public right of way to be stopped up</i>	<i>(2)</i> <i>Extent of stopping up</i>	<i>(3)</i> <i>New highway/public right of way to be provided</i>
M25 junction 10	shown between points 5/29 and 5/30 on Sheet 5 of the Streets, Rights of Way and Access Plans.	
M25 eastbound on-slip at M25 junction 10	For a distance of 280 metres, as shown between point 5/31 on Sheet 5 and point 13/3 on Sheet 13 on the Streets, Rights of Way and Access Plans.	Work No.26
M25 westbound off-slip at M25 junction 10	For a distance of 325 metres, as shown between point 5/32 on Sheet 5 and point 13/4 on Sheet 13 on the Streets, Rights of Way and Access Plans.	Work No.28
A3 southbound on-slip at M25 junction 10	For a distance of 90 metres, as shown between points 5/33 and 5/34 on Sheet 5 of the Streets, Rights of Way and Access Plans.	Work No.4
Bridleway 12	For a distance of 360 metres, as shown between points 5/16 and 5/17 on Sheet 5 of the Streets, Rights of Way and Access Plans.	Work Nos. 35, 38 and 39
Footpath 12	For a distance of 130 metres, as shown between point 5/16 on Sheet 5 and point 28/1 on Sheet 28 of the Streets, Rights of Way and Access Plans.	Work Nos. 35 and 38 and the upgrade of an existing permissive path as shown between point 6/3 on Sheet 6 and point 28/1 on Sheet 28 of the Streets, Rights of Way and Access Plans.
Footway A245 Byfleet Road (westbound) (to be extinguished)	For a distance of 30 metres, as shown between points 9/6 and 9/13 on Sheet 9 of the Streets, Rights of Way and Access Plans.	Work Nos. 42(c) and 42(f)
Bridleway 8 at Clearmount Bridge	For a distance of 300 metres, as shown between point 11/4 on Sheet 11 and point 12/2 on Sheet 12 of the Streets, Rights of Way and Access Plans and for a distance of 175 metres as shown between point 11/5 on Sheet 11 and point 12/1 on Sheet 12 on the Streets, Rights of Way and Access Plans.	Work No.49
Footpath 10 (at Clearmount Bridge)	For a distance of 15 metres, as shown between points 12/7 and 12/8 on Sheet 12 of the Streets, Rights of Way and Access Plans.	Work No.49
Footpath 11 at Clearmount Bridge	For a distance of 125 metres, as shown between points 12/2 and 12/3 on Sheet 12 of the Streets, Rights of Way and Access Plans.	Work No.49
Bridleway 8 at Wisley Lane	For a distance of 55 metres, as shown between points 20/6 and 20/7 on Sheet 20 of the Streets, Rights of Way and Access Plans.	Work No.35

## PART 2

### HIGHWAYS AND PUBLIC RIGHTS OF WAY TO BE STOPPED UP OR EXTINGUISHED AND FOR WHICH NO SUBSTITUTE IS TO BE PROVIDED

<i>(1)</i> <i>Highway/public right of way to be stopped up</i>	<i>(2)</i> <i>Extent of stopping up</i>	<i>(3)</i> <i>Notes</i>
Footway (to be extinguished)	For a distance of 20 metres, as shown between points 2/15 and 2/16 on Sheet 2 of the Streets, Rights of Way and Access Plans.	This footway currently provides access to a bus stop on the A3 – this bus stop is to be relocated under Work No.33(f) and no substitute is therefore required.
Footpath 9	For a distance of 30 metres, as shown between points 3/4 and 3/5 on Sheet 3 of the Streets, Rights of Way and Access Plans.	This section of Footpath 9 terminates at the A3 boundary, as shown at point 3/5 on Sheet 3 of the Streets, Rights of Way and Access Plans and currently has no connection with any other right of way at this point. Footpath 9 will now terminate at Work No.35, which will provide a connection to the Cockcrow Overbridge.
Footpath 10 (near Cockcrow Bridge)  Also see entry for Footpath 10 at Clearmount Bridge in Part 1 above	For a distance of 70 metres, as shown between points 4/4 and 4/5 on Sheet 4 of the Streets, Rights of Way and Access Plans.	This section of Footpath 10 terminates at the A3 boundary, as shown at point 4/5 on Sheet 4 of the Streets, Rights of Way and Access Plans and currently has no connection with any other right of way at this point. Footpath 10 will now terminate at Work No.35 which will provide a connection to the Cockcrow Overbridge.
Pointers Road	For a distance of 815 metres, as shown between point 5/35 on Sheet 5 and point 13/6 on Sheet 13 of the Streets, Rights of Way and Access Plans.	This section of unclassified public road is not currently accessible to vehicles. This section is to be reclassified as public bridleway – Work No.37.
Old Byfleet Road (unclassified highway)	For a distance of 300 metres, as shown between point 8/25 on Sheet 8 and point 9/5 on Sheet 9 of the Streets, Rights of Way and Access Plans.	Old Byfleet Road is a cul de sac and provides access to Feltonfleet School only.  Work No.44(c) will provide a substitute route for non-motorised users.

### PART 3

#### PRIVATE MEANS OF ACCESS TO BE STOPPED UP AND FOR WHICH A SUBSTITUTE IS TO BE PROVIDED

(1) <i>Private means of access to be stopped up</i>	(2) <i>Extent of stopping up</i>	(3) <i>New private means of access to be substituted</i>
Access to RHS Garden Wisley, Wisley Lane	At point A, as shown on Sheet 2 of the Streets, Rights of Way and Access Plans.	Work No.33(f)
Access to Ockham Bites Café and Car Park, Old Lane, Cobham	At points B and C, as shown on Sheet 4 of the Streets, Rights of Way and Access Plans.	Work No.35(d)
Access to Hut Hill Cottage, Pond Farm and the Birchmere Scout Camp, Wisley	At point D as shown on Sheet 4 of the Streets, Rights of Way and Access Plans.	Work No.35(b), 35(c) and 35(d)
Access to Court Close Farm	At point F as shown on Sheet 7 of the Streets, Rights of Way and Access Plans.	Work No.40
Access to the Heyswood Girl Guide Camp	At point F as shown on Sheet 7 of the Streets, Rights of Way and Access Plans.	Work No.40
Access to Long Orchard Farm, No. 1 Farm Cottage, No. 3 Farm Cottage, Long Orchard House, Fir Tree Cottage and The Coach House	At point G, as shown on Sheet 7 of the Streets, Rights of Way and Access Plans.	Work Nos. 35, 35(h) and 35(i)
Access to the Starbucks Drive Thru Cafe	At point H, as shown on Sheet 7 of the Streets, Rights of Way and Access Plans.	Work Nos. 35 and 35(j)
Access to New Farm	At point I, as shown on Sheet 7 of the Streets, Rights of Way and Access Plans.	Work Nos. 40

### PART 4

#### PRIVATE MEANS OF ACCESS TO BE STOPPED UP FOR WHICH NO SUBSTITUTE IS TO BE PROVIDED

(1) <i>Private means of access to be stopped up</i>	(2) <i>Extent of stopping up</i>	(3) <i>Notes</i>
Painshill Park emergency access from A3 southbound carriageway	At point E, as shown on Sheet 6 of the Streets, Rights of Way and Access Plans.	There is reasonably convenient access to the land otherwise than from the street or private means of access concerned.

## PART 5

### ALTERATIONS TO PRIVATE MEANS OF ACCESS

<i>(1)</i> <i>Private means of access to be altered</i>	<i>(2)</i> <i>Extent of alteration</i>
Private maintenance access to an electricity pylon from the A3 Painshill junction	As shown at point 8/i on Sheet 8 of the Streets, Rights of Way and Access Plans – (see Work No.48).
Private means of access from Elm Lane to residential property, 'Orchard Cottage'.	As shown at point 23/i on Sheet 23 of the Streets, Rights of Way and Access Plans – (see Work No.34).

**SCHEDULE 5**

Article 25(2)

**LAND IN WHICH ONLY NEW RIGHTS ETC. MAY BE ACQUIRED**

<i>(1)</i> <i>Plot Reference Number shown on Land Plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be acquired</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
<b>Land Plans – Sheet 1</b>		
1/18a	To provide, construct, inspect, retain, access, maintain, renew and repair environmental mitigation works on land adjoining Stratford Brook.	Work No.54
1/40	To construct, retain, inspect, operate, access maintain and repair a diverted gas pipeline and associated equipment.	Work No.63(a)
<b>Land Plans – Sheet 2</b>		
2/8	For use as a construction access route. To construct a bridleway and use as a maintenance access. For use as a maintenance access for the authorised development.	Work No.34
2/9, 2/10, 2/14	For use as a construction access route. For use as a maintenance access for the authorised development.	Work No.23(b) Work No.33(c) Work No.33(d) Work No.36 Work No.52(c) Work No.63(a)
2/12	To construct, operate, access and maintain a diversion to an existing gas pipeline and associated equipment and a filter drain.	Work No.63(a)
2/12a	To construct, operate, access and maintain a carrier drain.	Work No.52(b)
2/13a	To construct, access and maintain a pre earthworks ditch.	Work No.33
2/14a	For use as a construction access route. To construct a footpath and use as a maintenance access. To construct, operate, access and maintain a diversion to an existing gas pipeline and associated equipment. To construct, operate, access and maintain a carrier drain. For use as a maintenance access for the authorised development.	Work No.33(c) Work No.52(b) Work No.63(a)
2/14b	For use as a construction access route. To construct a footpath and use as a maintenance access. To construct, operate, access and maintain a diversion to an existing gas pipeline and associated equipment. To construct, operate, access and maintain a carrier drain.	Work No.33(c) Work No.52(b) Work No.63(a)

<i>(1)</i> <i>Plot Reference Number</i> <i>shown on Land Plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be</i> <i>acquired</i>	<i>(3)</i> <i>Relevant part of the</i> <i>authorised</i> <i>development</i>
	For use as a maintenance access for the authorised development.	
2/28a	To construct the realignment of the access to RHS Garden Wisley, to include provision of a new bus stop facility. To construct, operate, access, and maintain the diversion of electric cables and associated apparatus and equipment.	Work No.33(f) Work No.62(c)
2/28c	To construct the realignment of the access to RHS Garden Wisley, to include provision of a new bus stop facility. To construct, operate, access, and maintain the diversion of electric cables and associated apparatus and equipment. To construct, operate, access, and maintain the diversion of telecommunication cables, media cables and equipment.	Work No.33(f) Work No.62(c) Work No.65(c)
2/36	To construct a bridleway and use as a maintenance access. To construct, operate, access and maintain a diversion to a gas pipeline and associated equipment, the width of the new right within the plot not to exceed 6 metres. For use as a maintenance access for the authorised development.	Work No.35 Work No.63(a)
<b>Land Plans – Sheet 3</b>		
3/3a	To construct and use as a maintenance access for the authorised development.	Work No.1(a) Work No.1(c) Work No.64(a)
3/3b	To construct, operate, access and maintain a diversion to a gas pipeline and associated equipment, the width of the new right not to exceed 6 metres.	Work No.63(a)
3/3d	To construct and use as a maintenance access in relation to a gantry and utility diversion.	Work No.64(a) Work No.23(c)
3/9	To undertake, retain, inspect, access, maintain, monitor and renew environmental compensation works.	Work No.58(b)
3/13	To undertake, retain, inspect, access, maintain, monitor and renew environmental compensation works.	Work No.58(a)
3/16	To construct a footpath and use as a maintenance access. For use as a maintenance access for the authorised development.	Work No.36
3/19	To construct, inspect, access and maintain a retaining wall and associated planting.	Work No.5(c)
3/19a	To undertake, retain, inspect, access,	Work No.55

<i>(1) Plot Reference Number shown on Land Plans</i>	<i>(2) Purpose for which rights over land may be acquired</i>	<i>(3) Relevant part of the authorised development</i>
	maintain, monitor and renew environmental mitigation and enhancement works.	
3/25	To construct a bridleway and use as a maintenance access. To construct, operate, access and maintain a diversion to an existing gas pipeline and associated equipment, the width of the new right not to exceed 6 metres. To construct, operate, access and maintain an extension of an existing culvert. For use as a maintenance access for the authorised development.	Work No.1(e) Work No.35 Work No.63(a)
3/26a	To construct a bridleway and use as a maintenance access. To construct, operate, access and maintain a diversion to an existing gas pipeline and associated equipment. To construct, operate, access and maintain an extension of an existing culvert. To construct, operate, access and maintain a carrier drain. For use as a maintenance access for the authorised development.	Work No.1(e) Work No.35 Work No.52(d) Work No.63(a)
3/27	To construct, operate, access and maintain an extension of an existing culvert.	Work No.1(e)
3/31	Right of access for the purposes of environmental compensation works.	Work No.57 Work No.58
3/32	To construct a bridleway and use as a maintenance access. To construct, operate, access and maintain a diversion to an existing gas pipeline and associated equipment, the width of the new right not to exceed 6 metres. For use as a maintenance access for the authorised development.	Work No.35 Work No.63(a)
3/37	To construct, operate, access and maintain an extension of an existing culvert. To construct, operate, access and maintain a carrier drain. To undertake, retain, inspect, access, maintain, a highway fence.	Work No.1(e) Work No.52(d)
<b>Land Plans – Sheet 4</b>		
4/1	Right of access for the purposes of environmental compensation works.	Work No.57 Work No.58
4/3c	To construct a bridleway and use as a maintenance access. To construct, operate, access and maintain a diversion to an existing gas pipeline and associated equipment, the width of the new right within the plot not to exceed 6 metres.	Work No.1(a) Work No.1(c) Work No.35 Work No.63(a)

<i>(1)</i> <i>Plot Reference Number</i> <i>shown on Land Plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be</i> <i>acquired</i>	<i>(3)</i> <i>Relevant part of the</i> <i>authorised</i> <i>development</i>
	To construct, inspect, access and maintain a retaining wall and highway fence. For use as a maintenance access for the authorised development.	
4/3d	To construct a bridleway and use as a maintenance access. To construct, operate, access and maintain a diversion to an existing gas pipeline and associated equipment. To construct, operate, access and maintain a diversion to existing electric lines, cables, equipment and apparatus. The width of the new right within the plot not to exceed 6 metres. For use as a maintenance access for the authorised development.	Work No.35 Work No.62(d) Work No.63(a)
4/4, 4/4a, 4/10	To construct a bridleway and use as a maintenance access. To construct, operate, access and maintain a diversion to an existing gas pipeline and associated equipment, the width of the new right within the plot not to exceed 6 metres. To construct, inspect, access and maintain a retaining wall and highway fence. For use as a maintenance access for the authorised development.	Work No.35 Work No.63(a)
4/4b	To construct a bridleway and use as a maintenance access. To construct, operate, access and maintain a diversion to existing electric lines, cables, equipment and apparatus, the width of the new right within the plot not to exceed 6 metres. For use as a maintenance access for the authorised development.	Work No.35 Work No.62(d) Work No.63(a)
4/15a	To undertake, retain, inspect, access, maintain, monitor and renew environmental mitigation and enhancement works.	Work No.55
4/20	To construct a bridleway and use as a substitute private means of access, and maintenance access. For use as a maintenance access for the authorised development.	Work No.35 Work No.35(b) Work No.35(d)
4/21	To undertake, retain, inspect, access, maintain, monitor and renew environmental compensation works.	Work No.58(d)
4/22b	To construct and use an access to environmental compensation works.	Work No.58(d)
4/23	To construct a bridleway and associated drainage and for use as a substitute private	Work No.35 Work No.35(b)



<i>(1) Plot Reference Number shown on Land Plans</i>	<i>(2) Purpose for which rights over land may be acquired</i>	<i>(3) Relevant part of the authorised development</i>
	means of access, maintenance access, and for the maintenance of Cockcrow overbridge. For use as a maintenance access for the authorised development.	Work No.35(d)
4/30	To construct an access and associated drainage and for use as a substitute private means of access. The width of the new rights within the plot not to exceed 3.5 metres.	Work No.35(c)
4/31, 4/34	To construct a bridleway and use as a maintenance access. The width of the new rights within the plot not to exceed 3 metres. For use as a maintenance access for the authorised development.	Work No.35
4/37, 4/38	To construct, access and maintain a soakaway.	Work No.52(f)
4/41	To construct a bridleway and use as a maintenance access. To access land to be used for the construction of a temporary slip road in connection with improvements to the M25 junction 10. To construct, access and maintain a soakaway and pre earthwork ditch. The width of the new rights within the plot not to exceed 3 metres. For use as a maintenance access for the authorised development.	Work No.35 Work No.7
4/43, 4/45a	To construct a bridleway and associated drainage, for use as a substitute private means of access, maintenance access and for the maintenance of Cockcrow overbridge. The width of the new rights within the plot not to exceed 4.1 metres. For use as a maintenance access for the authorised development.	Work No.35 Work No.35(b)
4/43a	To construct, access and maintain a soakaway.	Work No.35
4/43b	To construct, operate, access and maintain a diversion to an existing gas pipeline and associated equipment, the width of the new rights within the plot not to exceed 6 metres. To construct, inspect, access and maintain a highway fence.	Work No.63(a)
4/43c	To construct a bridleway and use as a maintenance access. The width of the new rights within the plot not to exceed 3 metres.	Work No.35

<i>(1)</i> <i>Plot Reference Number</i> <i>shown on Land Plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be</i> <i>acquired</i>	<i>(3)</i> <i>Relevant part of the</i> <i>authorised</i> <i>development</i>
	For use as a maintenance access for the authorised development.	
4/43d	To construct a bridleway and use as a maintenance access. To construct, operate, access and maintain a diversion to an existing gas pipeline and associated equipment, the width of the new right within the plot not to exceed 6 metres. To construct, inspect, access and maintain a highway fence. For use as a maintenance access for the authorised development.	Work No.35 Work No.63(a)
4/46	To construct, maintain and use an access to a drainage attenuation pond.	Work No.52(e)
4/47	To construct, operate, access and maintain a diversion to an existing gas pipeline and associated equipment. To construct, operate, access and maintain a filter drain. The width of the new rights within the plot not to exceed 6 metres.	Work No.63(a)
4/47a, 4/47b	To construct a bridleway and associated drainage and for use as a substitute private means of access and maintenance access. To construct, operate, access and maintain a diversion to an existing gas pipeline and associated equipment, the width of the new right within the plot not to exceed 6 metres. For use as a maintenance access for the authorised development.	Work No.35 Work No.63(a)
4/47d	To construct, operate, access and maintain a diversion to an existing gas pipeline and associated equipment and filter drain.	Work No.63(a)
4/48a, 4/49a	To construct an access and associated drainage and for use as a substitute private means of access. The width of the new right within the plot not to exceed 3.5 metres.	Work No.35(c)
4/51	To construct a bridleway and associated drainage and for use as a substitute private means of access and maintenance access. For use as a maintenance access for the authorised development.	Work No.35(c)
4/51a	To construct a bridleway and use as a maintenance access. The width of the new right within the plot not to exceed 3 metres. For use as a maintenance access for the authorised development.	Work No.35
4/52, 4/54, 4/67	To undertake, retain, inspect, access,	Work No.58(c)

<i>(1)</i> <i>Plot Reference Number</i> <i>shown on Land Plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be</i> <i>acquired</i>	<i>(3)</i> <i>Relevant part of the</i> <i>authorised</i> <i>development</i>
	maintain, monitor and renew environmental compensation works.	
4/61	To construct, operate, access and maintain a diversion to an existing gas pipeline and associated equipment. To construct, operate, access and maintain a filter drain. The width of the new right within the plot not to exceed 6 metres.	Work No.63(a)
4/63	To construct, operate, access and maintain a diversion to an existing gas pipeline and associated equipment. The width of the new right within the plot not to exceed 6 metres.	Work No.63(a)
4/72	To construct and use an access as a private means of access and maintenance access. To construct, maintain and use an access to a drainage attenuation pond. To undertake, retain, inspect, access, maintain, monitor and renew environmental compensation works. For use as a construction access route in connection with environmental compensation works. For use as a maintenance access for the authorised development.	Work No.52(e) Work No.58(c)
4/73, 4/75, 4/79a, 4/86a	To construct, maintain and use an access to a drainage attenuation pond.	Work No.52(e)
4/82	To construct, operate, access and maintain a diversion to an existing gas pipeline and associated equipment. The width of the new right within the plot not to exceed 6 metres.	Work No.63(a)
<b>Land Plans – Sheet 5</b>		
5/1c	To construct, access and maintain a soakaway.	Work No.52(g)
5/1d	To construct a bridleway. To operate, access and maintain a pre-earthwork ditch, environmental barrier.	Work No.35 Work No.52(g) Work No.61(d)
5/7	To construct a bridleway and use as a maintenance access. To construct, operate, access and maintain a diversion to an existing watercourse. For use as a maintenance access for the authorised development.	Work No.35 Work No.53(e)
5/7a	To construct a bridleway and use as a maintenance access. To access land to be used for the construction of a temporary slip road in connection with improvements to the M25 junction 10. For use as a maintenance access for the	Work No.35 Work No.52(i) Work No.7

<i>(1)</i> <i>Plot Reference Number</i> <i>shown on Land Plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be</i> <i>acquired</i>	<i>(3)</i> <i>Relevant part of the</i> <i>authorised</i> <i>development</i>
	authorised development.	
5/7c	To construct, access and maintain a soakaway and pre-earthwork ditch.	Work No.35
5/7d, 5/7e	To construct a bridleway and use as a maintenance access. To construct, operate, access and maintain a carrier drain. To construct, operate, access and maintain a diversion to an existing watercourse. For use as a maintenance access for the authorised development.	Work No.35 Work No.37 Work No.52(i) Work No.53(e)
5/8	To construct a bridleway and use as a maintenance access. For use as a maintenance access for the authorised development.	Work No.37
5/8a	To construct, operate, access and maintain a diversion to an existing watercourse. To construct, access and maintain a soakaway.	Work No.53(e)
5/8b	To construct a bridleway and use as a maintenance access. To construct, operate, access and maintain a diversion to an existing watercourse. To construct, access and maintain a soakaway.	Work No.53(e)
5/12a, 5/12b	To construct, operate, access and maintain a diversion to existing electric cables and associated apparatus and equipment. To access land to be used for the construction of a temporary slip road in connection with improvements to the M25 junction 10.	Work No.62(g) Work No.7
5/12c	To construct, operate, inspect, access and maintain an environmental barrier and soakaway. To access land to be used for the construction of a temporary slip road in connection with improvements to the M25 junction 10.	Work No.61(a) Work No.7
5/13a, 5/13c	To construct, operate, inspect, access and maintain an environmental barrier. To access land to be used for the construction of a temporary slip road in connection with improvements to the M25 junction 10.	Work No.61(a) Work No.7
5/13b	To construct, operate, access and maintain a diversion to existing electric cables and associated apparatus and equipment. To construct, operate, inspect, access and maintain an environmental barrier. To access land to be used for the construction of a temporary slip road in	Work No.61(a) Work No.62(g) Work No.7

<i>(1)</i> <i>Plot Reference Number</i> <i>shown on Land Plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be</i> <i>acquired</i>	<i>(3)</i> <i>Relevant part of the</i> <i>authorised</i> <i>development</i>
	connection with improvements to the M25 junction 10.	
5/21	To access land to be used for the construction of a temporary slip road in connection with improvements to the M25 junction 10. To construct, access and maintain a pre-earthwork ditch. To construct, maintain and use an access to a drainage attenuation pond.	Work No.7 Work No.52(h)
5/21a	To access land to be used for the construction of a temporary slip road in connection with improvements to the M25 junction 10. To construct, access and maintain a pre-earthwork ditch.	Work No.7
5/24, 5/24a	To access land to be used for the construction of a temporary slip road in connection with improvements to the M25 junction 10. To construct, access and maintain a pre-earthwork ditch. To construct, operate, inspect, access and maintain an environmental barrier.	Work No.7 Work No.61(b)
5/30	To construct a bridleway and use as a maintenance access. For use as a maintenance access for the authorised development.	Work No.35
<b>Land Plans – Sheet 6</b>		
6/1b, 6/3a	To construct, access and maintain a pre-earthwork ditch.	Work No.35
6/2	To construct a bridleway and use as a maintenance access. To construct, operate, inspect, access and maintain an environmental barrier and filter drain. For use as a maintenance access for the authorised development.	Work No.35 Work No.35(f) Work No.61(c)
6/2b	To construct a bridleway and use as a maintenance access. To construct, operate, inspect, access and maintain an environmental barrier and filter drain. For use as a maintenance access for the authorised development.	Work No.35 Work No.61(c)
6/4	To construct, operate, inspect, access and maintain an environmental barrier and filter drain. To construct, operate, access and maintain the diversion of telecommunication cables, media cables and equipment	Work No.61(c) Work No.65(a)
6/4a, 6/4b	To construct, operate, inspect, access and	Work No.61(c)

<i>(1)</i> <i>Plot Reference Number</i> <i>shown on Land Plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be</i> <i>acquired</i>	<i>(3)</i> <i>Relevant part of the</i> <i>authorised</i> <i>development</i>
	maintain an environmental barrier and filter drain.	
6/9, 6/10	To construct a bridleway and use as a maintenance access. To construct, operate, inspect, access and maintain a retaining wall and filter drain. For use as a maintenance access for the authorised development.	Work No.35 Work No.39
6/23a	To construct, operate, access and maintain a diversion to an existing gas pipeline and associated equipment.	Work No.63(c)
<b>Land Plans – Sheet 7</b>		
7/9, 7/10	To construct, operate, access and maintain modifications to access to gas valve compound.	Work No.17(c) Work No.40
7/15, 7/15a, 7/16	To construct, operate, access and maintain a diversion to an existing gas pipeline and associated equipment.	Work No.63(c)
7/17	To construct, operate, access and maintain a diversion to an existing gas pipeline and associated equipment. To undertake, access and maintain tree and shrub planting.	Work No.63(a)
7/23	To construct a bridleway and for use as a private means of access and for use as a maintenance access. To construct, operate, access and maintain diversions to existing utility connections and associated apparatus and equipment. For use as a construction access route. For use as a maintenance access for the authorised development.	Work No.35 Work No.35(k)
<b>Land Plans – Sheet 8</b>		
8/5b, 8/5c	To construct, access and maintain the authorised development. To construct, operate, access and maintain a diversion to electric cables and associated apparatus and equipment. To access and maintain utility apparatus and equipment.	Work No.18 Work No.18(b) Work No.40 Work No.65(a)
8/7	To construct, operate, access and maintain a diversion to an existing gas pipeline and associated equipment. To construct, inspect, access and maintain a highway fence.	Work No.63(c)
8/11	To access, inspect and maintain a retaining wall.	Work. No.16
8/12	To construct an access and use as a private means of access. To construct, operate, access and maintain a diversion to electric cables and	Work No.46 Work No.16 Work No.62(o)

<i>(1)</i> <i>Plot Reference Number</i> <i>shown on Land Plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be</i> <i>acquired</i>	<i>(3)</i> <i>Relevant part of the</i> <i>authorised</i> <i>development</i>
	associated apparatus and equipment. To access, inspect and maintain a retaining wall.	
8/12a	To access, inspect and maintain a retaining wall.	Work. No.16
<b>Land Plans – Sheet 9</b>		
9/3	To construct an access and use as a private means of access. To access, inspect and maintain a retaining wall.	Work No.46 Work No.16
9/13	To construct, operate, inspect, access and maintain a carrier drain.	Work No.52(l)
<b>Land Plans – Sheet 11</b>		
11/2	To undertake, retain, inspect, access, maintain, monitor and renew environmental compensation works.	Work No.57(a)
11/3	To undertake, access and maintain tree and shrub planting.	Work No.29
11/4	To undertake, retain, inspect, access, maintain, monitor and renew environmental mitigation works.	Work No 60
11/6	To construct, a bridleway, and filter drain.	Work No.49
11/14	To construct a bridleway and use as a maintenance access. For use as a maintenance access for the authorised development. To construct, operate, access and maintain a soakaway and environmental barrier.	Work No.49 Work No.61(b)
11/14a	To construct a bridleway and use as a maintenance access. To construct, operate, access and maintain an environmental barrier. For use as a maintenance access for the authorised development.	Work No.49 Work No.61(b)
11/18, 11/18b	To construct a bridleway and use as a maintenance access. To construct, operate, access and maintain an environmental barrier. To construct, inspect, access and maintain a retaining wall. For use as a maintenance access for the authorised development.	Work No.49 Work No.61(b)
11/19	To construct a bridleway and use as a maintenance access. To construct, operate, access and maintain a soakaway, pre-earthwork ditch and environmental barrier. The width of the new rights within the plot not to exceed 3.5 metres. For use as a maintenance access for the authorised development.	Work No.49 Work No.61(b)

<i>(1)</i> <i>Plot Reference Number</i> <i>shown on Land Plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be</i> <i>acquired</i>	<i>(3)</i> <i>Relevant part of the</i> <i>authorised</i> <i>development</i>
11/19a	To construct a bridleway and use as a maintenance access. To construct, operate, access and maintain an environmental barrier. To construct, inspect, access and maintain a retaining wall. For use as a maintenance access for the authorised development.	Work No.49 Work No.61(b)
11/20	To construct, operate, access and maintain a soakaway.	Work No.49
11/21	To construct a bridleway and use as a maintenance access. To construct, operate, access and maintain a pre-earthwork ditch. For use as a maintenance access for the authorised development.	Work No.49
11/22, 11/22a	To construct, operate, access and maintain a soakaway and environmental barrier.	Work No.49 Work No.61(a)
11/23, 11/24a	To construct a bridleway and use as a maintenance access. To construct, operate, access and maintain a soakaway and an environmental barrier. For use as a maintenance access for the authorised development.	Work No.49 Work No.61(a)
11/24	To construct a bridleway and use as a maintenance access. To construct, operate, access and maintain a soakaway and an environmental barrier. For use as a maintenance access for the authorised development.	Work No.49 Work No.61(a)
11/25	To construct a bridleway and use as a maintenance access. The width of the new right within the plot not to exceed 3.5 metres. For use as a maintenance access for the authorised development.	Work No.49
11/25a	To construct a bridleway and use as a maintenance access.	Work No.49
11/29	To undertake, retain, inspect, access, maintain, monitor and renew environmental compensation works.	Work No.58(e)
<b>Land Plans – Sheet 12</b>		
12/1c	To construct, operate, access and maintain an environmental barrier.	Work No.49
12/4	To construct a bridleway and use as a maintenance access. To construct, operate, access and maintain an environmental barrier. The width of the new right within the plot not to exceed 3.5 metres. For use as a maintenance access for the	Work No.49 Work No.61(a) Work No.52(m)



<i>(1)</i> <i>Plot Reference Number shown on Land Plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be acquired</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
	authorised development.	
12/4a, 12/5a, 12/5c, 12/5d, 12/5e, 12/7, 12/12, 12/17	To construct a bridleway and use as a maintenance access. To construct, operate, access and maintain an environmental barrier. For use as a maintenance access for the authorised development.	Work No.49 Work No.61(a) Work No.52(m)
12/5b	To construct a bridleway and use as a maintenance access. To construct, operate, access and maintain an environmental barrier. The width of the new right within the plot not to exceed 3.5 metres. For use as a maintenance access for the authorised development.	Work No.49 Work No.61(a) Work No.52(m)
12/6	To construct, operate, access and maintain an environmental barrier.	Work No.49 Work No.61(a) Work No.52(m)
12/11	To construct a bridleway and use as a maintenance access and for the maintenance of Clearmount overbridge. To construct, operate, access and maintain an environmental barrier. For use as a maintenance access for the authorised development.	Work No.49 Work No.61(a) Work No.52(m)
12/18	To construct a bridleway and use as a maintenance access. To construct, operate, access and maintain an environmental barrier. The width of the new right within the plot not to exceed 3.5 metres. For use as a maintenance access for the authorised development.	Work No.49 Work No.61(a) Work No.52(m)
12/23	To construct a bridleway and use as a maintenance access. For use as a maintenance access for the authorised development.	Work No.49 Work No.52(m)
12/25	To construct a bridleway and use as a maintenance access. To construct, operate, access and maintain an environmental barrier. To undertake, access and maintain shrub planting. For use as a maintenance access for the authorised development. To construct, operate, access and maintain a diverted gas pipeline and associated equipment.	Work No.49 Work No.61(a) Work No.52(m) Work No.63(e)
12/25b	To construct, operate, access and maintain an environmental barrier. To undertake, access and maintain shrub planting.	Work No.61(a) Work No.63(e)

<i>(1)</i> <i>Plot Reference Number</i> <i>shown on Land Plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be</i> <i>acquired</i>	<i>(3)</i> <i>Relevant part of the</i> <i>authorised</i> <i>development</i>
	To construct, operate, access and maintain a diverted gas pipeline and associated equipment.	
12/25c	To construct, operate, access and maintain a soakaway and an environmental barrier.	Work No.61(a)
12/27	To construct a bridleway and use as a maintenance access. To construct, inspect, access and maintain a retaining wall. For use as a maintenance access for the authorised development.	Work No.49
12/28	To construct a bridleway and use as a maintenance access. To construct, operate, access and maintain an environmental barrier. The width of the new rights within the plot not to exceed 3.5 metres. For use as a maintenance access for the authorised development.	Work No.49 Work No.61(b)
12/30	To construct a bridleway and use as a maintenance access. The width of the new rights within the plot not to exceed 3.5 metres. For use as a maintenance access for the authorised development.	Work No.49
12/31	To construct a bridleway and use as a maintenance access. To construct, operate, access and maintain an environmental barrier. The width of the new rights within the plot not to exceed 3.5 metres. For use as a maintenance access for the authorised development.	Work No.49 Work No.61(b)
12/34	To construct a bridleway and use as a maintenance access. To construct, maintain and use an access to a drainage attenuation pond. To construct, operate, access and maintain an environmental barrier. The width of the new rights within the plot not to exceed 3.5 metres. For use as a maintenance access for the authorised development.	Work No.49 Work No.61(b) Work No.52(h)
12/34a	To construct, maintain and use an access to a drainage attenuation pond. To construct, operate, access and maintain an environmental barrier. To construct, operate, access and maintain a diversion to an existing gas pipeline and associated equipment.	Work No.52(h) Work No.61(b) Work No.63(e)
12/34b	To construct, maintain and use an access to a drainage attenuation pond.	Work No.52(h) Work No.61(b)

<i>(1)</i> <i>Plot Reference Number shown on Land Plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be acquired</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
	To construct, operate, access and maintain an environmental barrier. The width of the new rights within the plot not to exceed 3.5 metres.	
12/34c	To construct a bridleway and use as a maintenance access. To construct, maintain and use an access to a drainage attenuation pond. To construct, operate, access and maintain an environmental barrier. The width of the new rights within the plot not to exceed 3.5 metres. For use as a maintenance access for the authorised development.	Work No.49 Work No.61(b) Work No.52(h)
<b>Land Plans – Sheet 13</b>		
13/2, 13/2d	To construct, access and maintain a pre earthworks ditch.	Work No.26 Work No.35(e)
13/2e	To construct, access and maintain a pre earthworks ditch and environmental barrier.	Work No.26 Work No.35(e) Work No.61(c)
13/4c, 13/4d	To construct, access and maintain a pre earthworks ditch and environmental barrier.	Work No.28 Work No.61(d)
13/4e, 13/4f, 13/4g	To construct, access and maintain a pre earthworks ditch.	Work No.28
<u>13/9b</u>	<u>To construct, access and maintain a pre earthworks ditch and environmental barrier.</u>	<u>Work No.26</u> <u>Work No.35(e)</u> <u>Work No.61(c)</u>
<u>13/9c</u>	<u>To construct, access and maintain a filter drain and environmental barrier.</u>	<u>Work No.26</u> <u>Work No.35(e)</u> <u>Work No.61(c)</u>
13/10, 13/11, 13/11a	To construct a bridleway and use as a maintenance access. For use as a maintenance access for the authorised development.	Work No.37 Work No.51(i)
13/14, 13/15	To undertake, retain, inspect, access, maintain, monitor and renew environmental compensation works.	Work No.58(d)
<b>Land Plans – Sheet 20</b>		
20/2, 20/3, 20/4	To undertake, retain, inspect, access, maintain, monitor and renew environmental compensation works.	Work No.58(f)
<b>Land Plans – Sheet 21</b>		
21/1	Right of access for the purposes of environmental compensation works.	Work No.58(g)
21/1a	Right of access for the purposes of environmental compensation works.	Work No.57 Work No.58
21/2	To undertake, retain, inspect, access, maintain, monitor and renew environmental compensation works.	Work No.58(g)

<i>(1)</i> <i>Plot Reference Number</i> <i>shown on Land Plans</i>	<i>(2)</i> <i>Purpose for which rights over land may be</i> <i>acquired</i>	<i>(3)</i> <i>Relevant part of the</i> <i>authorised</i> <i>development</i>
<b>Land Plans – Sheet 23</b>		
23/1	To construct a bridleway and use as a maintenance access. For use as a maintenance access for the authorised development.	Work No.34
<b>Land Plans – Sheet 25</b>		
25/1	To undertake, retain, inspect, access, maintain, monitor and renew environmental compensation works.	Work No.58(h)
<b>Land Plans – Sheet 26</b>		
26/1	To undertake, retain, inspect, access, maintain, monitor and renew environmental compensation works.	Work No.57(b)
26/2	Right of access for the purposes of environmental compensation works. The width of the new rights within the plot not to exceed 3.5 metres.	Work No.57(b)

## MODIFICATION OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS FOR CREATION OF NEW RIGHTS

### *Compensation enactments*

**1.** The enactments for the time being in force with respect to compensation for the compulsory purchase of land apply, with the necessary modifications as respects compensation, in the case of a compulsory acquisition under this Order of a right by the creation of a new right or the imposition of a restrictive covenant as they apply in respect of compensation on the compulsory purchase of land and interests in land.

**2.—(1)** Without limitation on the scope of paragraph 1, the 1961 Act has effect subject to the modification set out in sub-paragraph (2).

(2) For section 5A(5A) (relevant valuation date) of the 1961 Act substitute—

“(5A) If—

- (a) the acquiring authority enters on land for the purposes of exercising a right in pursuance of a notice of entry under section 11(1) of the 1965 Act (as modified by paragraph 5(5) of Schedule 6 (modification of compensation and compulsory purchase enactments for creation of new rights) to the M25 Junction 10/A3 Wisley Interchange Development Consent Order 202[ ] (“the 202[ ] Order”));
- (b) the acquiring authority is subsequently required by a determination under paragraph 12 of Schedule 2A to the 1965 Act (as substituted by paragraph 5(8) of Schedule 6 to the 202[ ] Order) to acquire an interest in the land; and
- (c) the acquiring authority enters on and takes possession of that land,

the authority is deemed for the purposes of subsection (3)(a) to have entered on that land when it entered on that land for the purpose of exercising that right.”.

**3.—(1)** Without limitation on the scope of paragraph 1, the Land Compensation Act 1973(a) has effect subject to the modifications set out in sub-paragraph (2).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 (measure of compensation in case of severance) of the 1965 Act as substituted by paragraph 5(3)—

- (a) for “land is acquired or taken from” substitute “a right or restrictive covenant over land is purchased from or imposed on”; and
- (b) for “acquired or taken from him” substitute “over which the right is exercisable or the restrictive covenant enforceable”.

### *Application of the 1965 Act*

**4.** Part 1 (compulsory purchase under Acquisition of Land Act 1946) of the 1965 Act as applied by section 125 (application of compulsory acquisition provisions) of the 2008 Act (and modified by article 28 (modification of Part 1 of the 1965 Act)) to the acquisition of land under article 22 (compulsory acquisition of land), applies to the compulsory acquisition of a right by the creation of a new right, or to the imposition of a restrictive covenant under article 25 (compulsory acquisition of rights and restrictive covenants)—

- (a) with the modifications specified in paragraph 5; and

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(a) 1973 c. 26.

(b) with such other modifications as may be necessary.

5.—(1) The modification referred to in paragraph 4(a) are as follows.

(2) References in the 1965 Act to land are, in the appropriate contexts, to be read (according to the requirements of the context) as referring to, or as including references to—

- (a) the right acquired or to be acquired, or the restrictive covenant imposed to be imposed; or
- (b) the land over which the right is or is to be exercisable, or the restrictive covenant is or is to be enforceable.

(3) For section 7 (measure of compensation) of the 1965 Act substitute—

“7. In assessing the compensation to be paid by the acquiring authority under this Act, regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the restrictive covenant but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act.”.

(4) The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

- (a) section 9(4) (failure by owners to convey);
- (b) paragraph 10(3) of Schedule 1 (owners under incapacity);
- (c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and
- (d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

are modified so as to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

(5) Section 11(a) (powers of entry) of the 1965 Act is modified so as to secure that, where the acquiring authority has served notice to treat in respect of any right or restrictive covenant, as well as the notice of entry required by subsection (1) of that section (as it applies to compulsory acquisition under article 22), it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant; and sections 11A(b) (powers of entry; further notices of entry), 11B(c) (counter-notice requiring possession to be taken on specified date), 12(d) (penalty for unauthorised entry) and 13(e) (entry on warrant in the event of obstruction) of the 1965 Act are modified correspondingly.

(6) Section 20(f) (tenants at will, etc.) of the 1965 Act applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right or the enforcement of the restrictive covenant in question.

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- (a) Section 11 was amended by section 34(1) of, and Schedule 4 to, the Acquisition of Land Act 1981 (c. 67), section 3 of, and Part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1985 (c. 71), section 14 of, and paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (No.1), section 186(2), 187(2) and 188 of, and paragraph 6 of Schedule 14 and paragraph 3 of Schedule 16 to, the Housing and Planning act 2016 (c. 22) and S.I. 2009/1307.
  - (b) Section 11A was inserted by section 186(3) of the Housing and Planning Act 2016 (c. 22).
  - (c) Section 11B was inserted by section 187(2) of the Housing and Planning act 2016 (c. 22).
  - (d) Section 12 was amended by section 56(2) of, and Part 1 of Schedule 9 to, the Courts Act 1971 (c. 23).
  - (e) Section 13 was amended by sections 62(3), 139(4) to (9) and 146 of, and paragraphs 27 and 28 of Schedule 13 and Part 3 of Schedule 23 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).
  - (f) Section 20 was amended by paragraph 4 of Schedule 15 to the Planning and Compensation Act 1991 (c. 34) and S.I. 2009/1307.

(7) Section 22 (interests omitted from purchase) of the 1965 Act as modified by article 28(4) is also modified so as to enable the acquiring authority in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired or enforce the restrictive covenant imposed, subject to compliance with that section as respects compensation.

(8) For Schedule 2A of the 1965 Act substitute—

## “SCHEDULE 2A COUNTER-NOTICE REQUIRING PURCHASE OF LAND

### *Introduction*

**1.**—(1) This Schedule applies where an acquiring authority serves a notice to treat in respect of a right over, or restrictive covenant affecting, the whole or part of a house, building or factory and has not executed a general vesting declaration under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 as applied by article 29 (application of the 1981 Act) of the M25 Junction 10/A3 Wisley Interchange Development Consent Order 202[ ](a) in respect of the land to which the notice to treat relates.

(2) But see article 31(3) (acquisition of subsoil and airspace only) of the M25 Junction 10/A3 Wisley Interchange Development Consent Order 202[ ] which excludes the acquisition of subsoil or airspace only from this Schedule.

**2.** In this Schedule, “house” includes any park or garden belonging to a house.

### *Counter-notice requiring purchase of land*

**3.** A person who is able to sell the house, building or factory (“the owner”) may serve a counter-notice requiring the acquiring authority to purchase the owner’s interest in the house, building or factory.

**4.** A counter-notice under paragraph 3 must be served within the period of 28 days beginning with the day on which the notice to treat was served.

### *Response to counter-notice*

**5.** On receiving a counter-notice, the acquiring authority must decide whether to—

- (a) withdraw the notice to treat,
- (b) accept the counter-notice, or
- (c) refer the counter-notice to the Upper Tribunal.

**6.** The acquiring authority must serve notice of their decision on the owner within the period of 3 months beginning with the day on which the counter-notice is served (“the decision period”).

**7.** If the acquiring authority decides to refer the counter-notice to the Upper Tribunal it must do so within the decision period.

**8.** If the acquiring authority does not serve notice of a decision within the decision period it is to be treated as if it had served notice of a decision to withdraw the notice to treat at the end of that period.

**9.** If the acquiring authority serves notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner’s interest in the house, building or factory.

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(a) S.I. 20[ ]/[ ]

### *Determination by Upper Tribunal*

**10.** On a referral under paragraph 7, the Upper Tribunal must determine whether the acquisition of the right or the imposition of the restrictive covenant would—

- (a) in the case of a house, building or factory, cause material detriment to the house, building or factory, or
- (b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

**11.** In making its determination, the Upper Tribunal must take into account—

- (a) the effect of the acquisition of the right or the imposition of the covenant,
- (b) the proposed use of the right or the imposition of the covenant, and
- (c) if the right or covenant is proposed to be acquired or imposed for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

**12.** If the Upper Tribunal determines that the acquisition of the right or the imposition of the covenant would have either of the consequences described in paragraph 10, it must determine how much of the house, building or factory the acquiring authority ought to be required to take.

**13.** If the Upper Tribunal determines that the acquiring authority ought to be required to take some or all of the house, building or factory, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in that land.

**14.**—(1) If the Upper Tribunal determines that the acquiring authority ought to be required to take some or all of the house, building or factory, the acquiring authority may at any time within the period of 6 weeks beginning with the day on which the Upper Tribunal makes its determination withdraw the notice to treat in relation to that land.

(2) If the acquiring authority withdraws the notice to treat under this paragraph it must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawal of the notice.

(3) Any dispute as to the compensation is to be determined by the Upper Tribunal.”.

### *Application of the 2017 Regulations*

**6.** References in Schedule 1 to the 2017 Regulations to land are, in the appropriate contexts, to be read (according to the requirements of the context) as referring to, or as including references to—

- (a) the right acquired or to be acquired or the restrictive covenant imposed or to be imposed; or
- (b) the land over which the right is to be exercisable, or the restrictive covenant is to be enforceable.



SCHEDULE 7

Article 33

LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

<i>(1)</i> <i>Plot Reference Number shown on Land Plans</i>	<i>(2)</i> <i>Purpose for which temporary possession may be taken</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
<b>Land Plans – Sheet 1</b>		
1/6	The main site compound to include, but not limited to, site offices, welfare facilities, parking provisions, storage of plant and materials.	All works
1/14	Required for works to tie in the B2039 Ockham Road North to the improved A3 Ockham Park junction.	Work No.31(c), Work No.31(h)
1/30, 1/31	For works relating to the improvement of Mill Lane at the tie-in with the A3 northbound on-slip and construction of a drainage attenuation pond.	Work No.31(e), Work No.31(d), Work No.52(a)
<b>Land Plans – Sheet 2</b>		
2/1	For the provision of a topsoil and materials storage and processing area, structures worksite, traffic management area, welfare facilities and for the construction of a bridleway.	All Works Work No.34
2/1a	To provide working space for the construction of a highway, a bridleway and a highway fence.	Work No.33, Work No.63(a)
2/1b	To provide working space for the construction of a highway, a bridleway and highway fence.	Work No.33
2/2, 2/4	For the provision of a topsoil and materials storage area, structures worksite, traffic management area and welfare facilities.	All Works
2/3	For the provision of a topsoil and materials storage and a structures worksite, traffic management area, welfare facilities and for the construction of a bridleway.	All Works Work No.34
2/5a	To provide working space for the construction of a highway and bridleway.	Work No.33
2/5c	For the construction of a bridleway.	Work No.34
2/6	For the provision of a topsoil and materials storage area, structures worksite, traffic management area, welfare facilities and for the construction of a bridleway.	Work No.34 All Works
2/11	To provide working space for a utility diversion.	Work No.33, Work No.63(a)
2/13	For the construction of a highway and utilities diversion.	Work No.33, Work No.63(a)
2/21, 2/21a	For the improvement and widening of the A3 northbound and to provide working space for the construction of a retaining wall and utility diversion.	Work No.2, Work No.64(a)
2/26	To provide working space and access for the realignment of Wisley Lane and diversion of a footpath.	Work No.33(e), Work No.33(h)

<i>(1)</i> <i>Plot Reference Number shown on Land Plans</i>	<i>(2)</i> <i>Purpose for which temporary possession may be taken</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
2/27a	To provide working space and access for the realignment of Wisley Lane.	Work No.33(e)
2/28	To provide working space and access and to allow the construction of a temporary road.	Work No.33(e), Work No.33(f), Work No.33(g), Work No.65(c)
2/28b	To provide working space and access during modifications to the entrance to RHS Garden Wisley and utility diversions.	Work No.33(e), Work No.33(f), Work No.33(g), Work No.62(c), Work No.65(c)
2/30	To provide working space and access and remediation of redundant carriageway.	Work No.33(e)
2/31, 2/32	To provide sufficient working space and access for the realignment of Wisley Lane and diversion of a footpath.	Work No.33(e), Work No.33(h)
2/33	To provide working space and access for diversion of a footpath.	Work No.33(h)
<b>Land Plans – Sheet 3</b>		
3/3, 3/3c	To provide working space to construct a bridleway and utility diversion.	Work No.35, Work No.63(a)
3/7	To provide working space to construct a bridleway, utility diversions, gantry, highways fence and for the improvement and widening of the A3 northbound.	Work No.1(c), Work No.23(c), Work No.35, Work No.63(a), Work No.64(a)
3/13a	To provide working space for utility diversion.	Work No.63(a)
3/19b	To provide working space for the improvement of A3 southbound, works to a watercourse and access for environmental mitigation and enhancement works.	Work No.5(c), Work No.5(d), Work No.36, Work No.53(b), Work No.55
3/24	To provide working space to construct a bridleway, utility diversions, gantry, highways fence and for the improvement and widening of the A3 northbound.	Work No.1(c), Work No.23(c), Work No.35, Work No.63(a), Work No.64(a)
3/33	To provide working space to construct a bridleway, a utility diversion, and for environmental mitigation works.	Work No.35, Work No.63(a), Work No.56
3/34	To provide working space to construct a bridleway, utility diversion and highway fence.	Work No.35, Work No.63(a)
3/37a	To provide working space to extend a culvert, construct a utility diversion and a highway fence.	Work No.1(e), Work No.63(a)
<b>Land Plans – Sheet 4</b>		
4/3, 4/3b	To provide working space to construct a bridleway, a utilities diversion and for environmental mitigation works.	Work No.35, Work No.56, Work No.63(a)
4/3a	To provide sufficient working space and access to construct a new maintenance access and bridleway, to divert a gas pipeline and associated	Work No.35, Work No.63(a)

<i>(1)</i> <i>Plot Reference Number shown on Land Plans</i>	<i>(2)</i> <i>Purpose for which temporary possession may be taken</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
	equipment, to build a highway fence and to construct a filter drain.	
4/4c	To provide working space to construct a bridleway, a utility diversion, a highways fence and for the improvement and widening of the A3 northbound.	Work No.1(c), Work No.35, Work No.63(a)
4/15b	To provide working space for the alteration of the A3 southbound on-slip, improvement of junction of Old Lane, a utility diversion and construction of a highways fence.	Work No.4, Work No.65(a)
4/19	To provide working space for the construction of a bridleway, stopping up of existing accesses and improvement of junction of Old Lane.	Work No.4, Work No.35(d)
4/22	To provide working space to construct a bridleway and footpath.	Work No.35, Work No.35(b), Work No.35(d)
4/22a	To provide working space for the realignment of the access points to Ockham Common Car Park and to construct a bridleway and soakaway.	Work No.35(d)
4/24	To provide working space for the realignment of the access points to Ockham Bites Café and Ockham Common Car Park, the construction of a bridleway, the alteration and widening of the A3 southbound on-slip, the construction of an environmental barrier and highways fence and a utility diversion.	Work No.4, Work No.35(d), Work No.65(a), Work No.61(d)
4/25	To provide working space for the alteration and widening of the A3 southbound on-slip, improvement of junction of Old Lane and utility diversions	Work No.4, Work No.62(f), Work No.65(a)
4/27	To provide working space to construct a bridleway.	Work No.35(d)
4/30a	To provide working space for the alteration and widening of the A3 southbound on-slip, demolition of the Cockcrow overbridge, the construction of bridleway, environmental barrier and utilities diversion.	Work No.4, Work No.35(b), Work No.35, Work No.61(d), Work No.65(a)
4/32, 4/33	To provide working space to construct a bridleway and footpath.	Work No.35, Work No.35(b)
4/35	To provide working space for the alteration and widening of the A3 southbound on-slip, demolition of the Cockcrow overbridge, the construction of bridleway, environmental barrier and utility diversion.	Work No.4, Work No.35, Work No.61(d), Work No.65(a)
4/40, 4/40a	To provide working space to construct a bridleway, a utility diversion, and to construct an access to a drainage attenuation pond.	Work No.35(b), Work No.35(c), Work No.63(a), Work No.52(e)
4/42	To provide working space to construct a bridleway, a drainage attenuation pond and a soakaway.	Work No.35, Work No.52(f)

<i>(1)</i> <i>Plot Reference Number shown on Land Plans</i>	<i>(2)</i> <i>Purpose for which temporary possession may be taken</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
4/45, 4/45a	To provide working space for the widening of the A3 northbound, construction of a gantry, bridleway, utility diversions and a highways fence.	Work No.1(c), Work No.23(d), Work No.35, Work No.62(e), Work No.63(a), Work No.64(b), Work No.65(d)
4/46a, 4/46b	To provide working space to construct a bridleway and utility diversion.	Work No.35, Work No.63(a)
4/48, 4/49, 4/49b	To provide working space to construct a bridleway and realignment to a private means of access.	Work No.35(c)
4/48b	To provide working space to construct a bridleway, realignment to a private means of access and soakaway.	Work No.35(c)
4/52a	For use as a construction access route.	All Works
4/57	To provide working space to construct a bridleway and utilities diversion.	Work No.35(c), Work No.63(a)
4/58	To provide working space and access to construct a bridleway, utilities diversion, environmental barrier and improvement of the A3 northbound carriageway.	Work No.1(c), Work No.35(c), Work No.63(a), Work No.61(a)
4/62	To provide working space to construct utilities diversion, environmental barrier and improvement of the A3 northbound carriageway.	Work No.1(c), Work No.63(a), Work No.61(a)
4/64, 4/65, 4/66, 4/66a	To provide working space to construct a utility diversion and to construct an access to a drainage attenuation pond.	Work No.63(a), Work No.52(e)
4/69	For the provision of a structures worksite.	Work No.35(b)
4/74, 4/76, 4/78, 4/78a, 4/79, 4/80	To provide working space to construct an access to a drainage attenuation pond.	Work No.52(e)
4/81, 4/81a	To provide working space to construct a utility diversion and to construct an access to a drainage attenuation pond.	Work No.63(a), Work No.52(e)
4/84	To provide working space to for the demolition of the Cockcrow overbridge, construction of a drainage attenuation pond, utilities diversions, environmental barrier and improvement of the A3 northbound carriageway.	Work No.1(c), Work No.63(a), Work No.61(a), Work No.35(b), Work No.52(e), Work No.61(a)
4/88	For the provision of a site compound and working space for the improvement of the A3 northbound off-slip and construction of a drainage attenuation pond.	All Works
<b>Land Plans – Sheet 5</b>		
5/1	For the provision of topsoil storage and to provide working space for the construction of a free-flow slip lane, alteration and widening of the M25 westbound off-slip, a bridleway, utilities diversions and environmental barrier.	Work No.11, Work No.28, Work No.35, Work No.62(f), Work No.61(d), Work No.65(a)

<i>(1)</i> <i>Plot Reference Number shown on Land Plans</i>	<i>(2)</i> <i>Purpose for which temporary possession may be taken</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
5/2	To provide working space to construct a bridleway and a drainage attenuation pond and fencing.	Work No.35, Work No.52(g)
5/2a	To provide working space to construct a drainage attenuation pond and fencing.	Work No.52(g)
5/7b	To provide working space for the construction of a free-flow slip lane, for the alteration and widening of the M25 eastbound on-slip and the construction of a bridleway, environmental barrier and the diversion or realignment of a watercourse.	Work No.10, Work No.26, Work No.35, Work No.53(f), Work No.61(c)
5/9	To provide working space to construct a bridleway, a diversion or realignment of a watercourse and to construct a drainage attenuation pond and fencing.	Work No.35, Work No.53(f), Work No.52(i)
5/11	For use as a construction access route.	All Works
5/12	To provide working space for the construction of a temporary slip road, free-flow slip lane, environmental barrier, for a utility diversion, improvement of the M25 westbound on-slip and for the diversion and/or realignment of a watercourse.	Work No.29, Work No.8, Work No.53(d), Work No.62(g), Work No.61(a)
5/13	To provide working space for the construction of a temporary slip road, free-flow slip lane, environmental barrier, for a utility diversion and improvement of A3 northbound off-slip.	Work No.3, Work No.8, Work No.62(g), Work No.61(a)
5/22, 5/23	To provide working space for the construction of a temporary slip road, free-flow slip lane, the improvement, realignment and widening of the M25 eastbound off-slip, the improvement, realignment and widening of the A3 northbound on-slip and the construction of an environmental barrier.	Work No.9, Work No.14, Work No.25, Work No.61(b)
5/31	To provide working space to construct a gantry.	Work No.23(f)
<b>Land Plans – Sheet 6</b>		
6/2a, 6/12, 6/12a,	To provide working space to construct a bridleway.	Work No.35
6/5, 6/5a	For use as a structures worksite.	Work No.35(f)
<del>6/13, 6/13a, 6/13b, 6/14</del>	<del>To provide working space to construct a bridleway.</del>	<del>Work No.39</del>
6/18	To provide working space for the improvement of the A3 southbound carriageway, works associated with stopping up an access to Painshill Park, to construct a retaining wall, a utility diversion and a highway fence.	Work No.17(a), Work No.17(b), Work No.17(e), Work No.65(a)
6/21a, 6/21b	To provide working space for the improvement of the A3 southbound carriageway, to construct a retaining wall, a utility diversion and a highway fence.	Work No.17(a), Work No.17(b), Work No.23(h), Work No.65(a)
6/22b	To provide working space for the improvement of the A3 southbound carriageway, to construct a	Work No.17(a), Work No.17(b),

<i>(1)</i> <i>Plot Reference Number shown on Land Plans</i>	<i>(2)</i> <i>Purpose for which temporary possession may be taken</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
	retaining wall, a utility diversion and a highway fence.	Work No.65(a)
<b>Land Plans – Sheet 7</b>		
7/6	For the provision of a construction site compound.	All works
7/12, 7/22	For the provision of topsoil and materials storage.	All works
7/13, 7/13a, 7/14	To provide access and working space for a utility diversion.	Work No.63(c)
7/23a, 7/28	To provide working space for the improvement and widening of the A3 northbound off-slip, utility diversion and highway fence.	Work No.16, Work No.62(k)
<b>Land Plans – Sheet 8</b>		
8/7a, 8/7b	To provide working space to construct a footpath, utilities diversions and highways fence.	Work No.41, Work No.62(l), Work No.63(c), Work No.65(a)
8/27, 8/28, 8/29, 8/30	To provide working space to improve the A245 Portsmouth Road at the tie-in with the A3 Painshill junction.	Work No.42(a), Work No.42(b)
8/34	To provide working space to improve the A3 southbound carriageway, the A3 Painshill junction and the A245 Portsmouth Road at the tie-in with the A3 Painshill junction.	Work No.17(a), Work No.42(a), Work No.42(b)
<b>Land Plans – Sheet 9</b>		
9/4	To provide working space to construct improvements to the A245 Byfleet Road westbound and eastbound carriageways and B365 Seven Hills Road, a dedicated slip road, a utility diversion and a highway fence.	Work No.44(a), Work No.44(e) , Work No.44(f), Work No.45, Work No.47(a), Work No.62(p)
9/4a	To provide working space to construct new private access to Feltonfleet School from B365 Seven Hills Road.	Work No.45, Work No.46
9/7	To provide working space to construct improvements and widening to the A245 Byfleet Road westbound and eastbound carriageways, a dedicated slip road, stopping up of an access, utilities diversions and a highway fence.	Work No.44(a), Work No.44(b), Work No.44(c), Work No.44(d), Work No.44(e), Work No.44(f), Work No.47(a), Work No.47(b), Work No.62(p), Work No.62(o)
9/8, 9/9, 9/10	To provide working space and construct improvements to the A245 Byfleet Road eastbound carriageway.	Work No.47(a)
9/12	To provide working space for the improvement and widening of the A245 Byfleet Road eastbound carriageway and for the construction of a footway, utilities diversions and a highway	Work No.47(a), Work No.47(b), Work No.47(e), Work No.62(q),

<i>(1)</i> <i>Plot Reference Number shown on Land Plans</i>	<i>(2)</i> <i>Purpose for which temporary possession may be taken</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
	fence.	Work No.64(k), Work No.65(h)
<b>Land Plans – Sheet 11</b>		
11/1	To provide working space for the improvement of the M25 westbound carriageway, the improvement and widening of the M25 westbound on-slip and the construction of an environmental barrier.	Work No.27(a), Work No.29, Work No.61(a)
11/9, 11/9a	For the provision of topsoil and materials storage and working space for the improvement of the M25 westbound carriageway, the improvement and widening of the M25 westbound on-slip, the construction of a soakaway and an environmental barrier.	All Works
11/10, 11/10a, 11/11	For the provision of topsoil and materials storage and working space for the improvement of the M25 westbound carriageway, the improvement and widening of the M25 westbound on-slip, the construction of a soakaway and an environmental barrier.	All Works
11/26	To provide working space for the construction of a bridleway and drainage attenuation pond and fencing.	Work No.49, Work No.52(m)
<b>Land Plans – Sheet 12</b>		
12/1d	To provide working space for the construction of a bridleway and drainage attenuation pond and fencing.	Work No.49, Work No.52(m)
12/5	To provide working space for the construction of a bridleway and demolition and replacement of existing Clearmount overbridge.	Work No.49
12/25a	To provide working space for the construction of a bridleway tie-in to an existing permissive signposted route.	Work No.49
12/25d	To provide working space for the construction of a new gas main diversion under the M25.	Work No.63(e)
<b>Land Plans – Sheet 13</b>		
13/1	To provide working space to construct a bridleway, a diversion or realignment of a watercourse and drainage ditch.	Work No.35(e), Work No.53(f)
13/1a	To provide working space to construct a bridleway.	Work No.35(e)
<u>13/9</u>	<u>For use as a construction compound.</u>	<u>All works</u>
<b>Land Plans – Sheet 20</b>		
20/1a, 20/5	For modifications to road signage.	Work No.33(i)
<b>Land Plans – Sheet 23</b>		
23/2	For modifications to the entrance to Orchard Cottage.	Work No.34
23/3	To provide working space for the construction of a turning head on Elm Lane.	Work No.34

<i>(1)</i> <i>Plot Reference Number shown on Land Plans</i>	<i>(2)</i> <i>Purpose for which temporary possession may be taken</i>	<i>(3)</i> <i>Relevant part of the authorised development</i>
23/5, 23/6	To provide access to construction of Work No.34.	Work No.34
23/7	For modifications to the entrance to Orchard Cottage and to provide working space for the construction of a turning head on Elm Lane. To provide access to construction of Work No.34.	Work No.34
<b>Land Plans – Sheet 24</b>		
24/1	To provide working space to tie-in Elm Lane to Elm Corner.	Work No.50(a)
24/2	For the improvement of Byway 525 (Byway Open to All Traffic), between Elm Corner and Old Lane.	Work No.50(a)
24/3	For the improvement of Byway 525 (Byway Open to All Traffic), between Elm Corner and Old Lane. To provide working space to tie-in Elm Lane to Hatch Lane.	Work No.50(a)
24/4, 24/4a, 24/4b	To provide working space to tie-in Elm Lane to Old Lane and to install two toad underpasses and associated reptilian fencing along Old Lane. To provide working space to clear trees and other vegetation to create a visibility splay including road traffic mitigation measures	Work No.50(a) Work No.50(b)
<b>Land Plans – Sheet 26</b>		
<del>26/2a</del>	<del>To provide working space for the construction of a footpath.</del>	<del>Work No.51</del>



## SCHEDULE 8

Article 41

### TREES SUBJECT TO TREE PRESERVATION ORDERS

<i>(1)</i> Type of tree	<i>(2)</i> Work to be carried out	<i>(3)</i> Relevant part of the authorised development	<i>(4)</i> TPO reference
Group TPO Multiple species woodland	Potential disturbance to roots or lopping of branches to enable construction of a new bridleway and to ensure that any overhanging branches will not constitute a danger to the public or obstruct access once the bridleway is open for use.	Work No.39	Part of Tower Hill, Painshill Park Estate  TPO ref: P1/201/151 dated 15.06.1948 Guildford Borough Council
Group TPO Mixed coniferous and deciduous woodland	Potential requirement for some lopping of trees to ensure that none of the trees will constitute a danger to the public once the replacement land and proposed new bridleway are open for use and for some localised felling within the dense stand of birch to improve accessibility for use of the land as replacement common land/public open space.	Work No.59(a)	Foxwarren Park Estate  TPO ref: P1/201/105 dated 25.10.1956 Guildford Borough Council
Group TPO comprising 2 Turkey Oaks and 2 Sweet Chestnut	Potential disturbance to the roots and a requirement for the lopping of one Turkey Oak within the G2 group TPO and for disturbance to the root protection area of a second Turkey Oak within the same TPO group, to enable construction of a new footpath and associated earthworks and the diversion of utilities.	Work Nos. 41, 62(l), 63(c), 64(j) and 65(a)	Land at Painshill House and adjacent properties on the north side of Painshill Park, Cobham  TPO ref: EL:11/47 dated 08.06.2012 Group 2 Elmbridge Borough Council

## PROTECTIVE PROVISIONS

## PART 1

## FOR THE PROTECTION OF ELECTRICITY, GAS, WATER AND SEWAGE UNDERTAKERS

*Application*

1. For the protection of the utility undertakers referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and the utility undertaker concerned.

*Interpretation*

2. In this Part of this Schedule—

“1991 Act” means the New Roads and Street Works Act 1991(a);

“alternative apparatus” means alternative apparatus adequate to enable the utility undertaker in question to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means—

- (a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the Electricity Act 1989(b)), belonging to or maintained by that undertaker;
- (b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by a gas transporter within the meaning of Part 1 of the Gas Act 1986(c) for the purposes of gas supply;
- (c) in the case of a water undertaker, mains, pipes or other apparatus belonging to or maintained by that undertaker for the purposes of water supply; and
- (d) in the case of a sewerage undertaker—
  - (i) any drain or works vested in the undertaker under the Water Industry Act 1991(d); and
  - (ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104 of that Act,

and includes a sludge main, disposal main (within the meaning of section 219 of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

“functions” includes powers and duties;

“in”, in a context referring to apparatus or alternative apparatus in land, includes a reference to apparatus or alternative apparatus under, over or upon land;

“plan” includes all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe the works to be executed;

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(a) 1991 c. 22.

(b) 1989 c. 29.

(c) 1986 c. 44. A new section 7 was substituted by section 5 of the Gas Act 1995 (c. 45), and was further amended by section 76 of the Utilities Act 2000 (c. 27).

(d) 1991 c. 56.

“utility undertaker” means—

- (a) any licence holder within the meaning of Part 1 of the Electricity Act 1989;
  - (b) a gas transporter within the meaning of Part 1 of the Gas Act 1986;
  - (c) a water undertaker within the meaning of the Water Industry Act 1991; and
  - (d) a sewerage undertaker within the meaning of Part 1 of the Water Industry Act 1991,
- for the area of the authorised development, and in relation to any apparatus, means the undertaker to whom it belongs or by whom it is maintained.

#### *On street apparatus*

3. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the utility undertaker are regulated by the provisions of Part 3 of the 1991 Act.

#### *Apparatus in stopped up streets*

4.—(1) Where any street is stopped up under article 15 (permanent stopping up and restriction of use of streets and private means of access), any utility undertaker has the same powers and rights in respect of any apparatus in the street as it enjoyed immediately before the stopping up and the undertaker must grant to the utility undertaker legal easements reasonably satisfactory to the utility undertaker in respect of such apparatus and access to it, but nothing in this paragraph affects any right of the undertaker or of the utility undertaker to require the removal of that apparatus under paragraph 7 or the power of the undertaker to carry out works under paragraph 9.

(2) Regardless of the temporary closure or diversion of any highway under the powers conferred by article 14 (temporary closure and restriction of use of streets), a utility undertaker is at liberty at all times to take all necessary access across any such stopped up highway and to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.

#### *Protective works to buildings*

5. The undertaker, in the case of the powers conferred by article 20 (protective work to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus.

#### *Acquisition of land*

6. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

#### *Removal of apparatus*

7.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or requires that the utility undertaker’s apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of a utility undertaker to maintain that apparatus in that land must not be extinguished, until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the utility undertaker in accordance with sub-paragraphs (2) to (6).

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, the undertaker must give to the utility undertaker 28 days’ written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order a utility undertaker reasonably needs to

remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to the utility undertaker the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed the utility undertaker must, on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its best endeavours to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between the utility undertaker and the undertaker or in default of agreement settled by arbitration in accordance with article 50 (arbitration).

(5) The utility undertaker must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 50, and after the grant to the utility undertaker of any such facilities and rights as are referred to in sub-paragraphs (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to the utility undertaker that the undertaker desires itself to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker, that work, instead of being executed by the utility undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the utility undertaker.

(7) If the utility undertaker fails either reasonably to approve, or to provide reasons for its failure to approve along with an indication of what would be required to make acceptable, any proposed details relating to required removal works under sub-paragraph (2) within 28 days of receiving a notice of the required works from the undertaker, then such details are deemed to have been approved.

(8) For the avoidance of doubt, any such “deemed consent” does not extend to the actual undertaking of the removal works, which shall remain the sole responsibility of the utility undertaker or its contractors.

#### *Facilities and rights for alternative apparatus*

**8.—**(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a utility undertaker facilities and rights for the construction, maintenance of the utility undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights are to be granted upon such terms and conditions as may be agreed between the undertaker and the utility undertaker or in default of agreement settled by arbitration in accordance with article 50 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to the utility undertaker than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to that utility undertaker as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

#### *Retained apparatus*

**9.—**(1) Not less than 28 days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any

apparatus the removal of which has not been required by the undertaker under paragraph 7(2), the undertaker must submit to the utility undertaker a plan of the works to be executed.

(2) Those works must be executed only in accordance with the plan submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the utility undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the utility undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a utility undertaker under sub-paragraph (2) must be made within a period of 21 days beginning with the date on which a plan under sub-paragraph (1) is submitted to it.

(4) If a utility undertaker in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 3 and 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case must give the utility undertaker notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (3) in so far as is reasonably practicable in the circumstances.

#### *Expenses and costs*

**10.**—(1) Subject to the following provisions of this paragraph, the undertaker must repay to a utility undertaker all expenses reasonably incurred by that utility undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph 7(2).

(2) There must be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article 50 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the utility undertaker by virtue of sub-paragraph (1) must be reduced by the amount of that excess

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and

- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to a utility undertaker in respect of works by virtue of sub-paragraph (1), if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the utility undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, is to be reduced by the amount which represents that benefit.

**11.—**(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraphs 5 or 7(2), or by reason of any subsidence resulting from such development or works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of a utility undertaker, or there is any interruption in any service provided, or in the supply of any goods, by any utility undertaker, the undertaker must—

- (a) bear and pay the cost reasonably incurred by that utility undertaker in making good such damage or restoring the supply; and
- (b) make reasonable compensation for any other expenses, loss, damages, penalty or costs incurred by the utility undertaker.

(2) The fact that any act or thing may have been done by a utility undertaker on behalf of the undertaker or in accordance with a plan approved by a utility undertaker or in accordance with any requirement of a utility undertaker or under its supervision does not, subject to sub-paragraph (3), excuse the undertaker from liability under the provisions of sub-paragraph (1) unless a utility undertaker fails to carry out and execute the works properly with due care and attention and in a skilful and professional like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of a utility undertaker, its officers, servants, contractors or agents.

(4) A utility undertaker must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made, without the consent of the undertaker who, if withholding such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

#### *Co-operation*

**12.** Where in consequence of the proposed construction of any of the authorised development, the undertaker or a utility undertaker requires the removal of apparatus under paragraph 7(2) or a utility undertaker makes requirements for the protection or alteration of apparatus under paragraph 9, the undertaker must use best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of the utility undertaker's undertaking and each utility undertaker must use its best endeavours to co-operate with the undertaker for that purpose.

**13.** Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and a utility undertaker in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

## PART 2

### FOR THE PROTECTION OF OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

**14.** For the protection of any operator, the following provisions have effect, unless otherwise agreed in writing between the undertaker and the operator.

**15.** In this Part of this Schedule—

“the 2003 Act” means the Communications Act 2003(a);

“electronic communications apparatus” has the same meaning as in the electronic communications code;

“the electronic communications code” has the same meaning as in Chapter 1 of Part 2 of the 2003 Act(b);

“electronic communications code network” means—

(a) so much of an electronic communications network or infrastructure system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 (application of the electronic communications code) of the 2003 Act; and

(b) an electronic communications network which the undertaker is providing or proposing to provide;

“electronic communications code operator” means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act;

“infrastructure system” has the same meaning as in the electronic communications code and references to providing an infrastructure system are to be construed in accordance with paragraph 7(2) of that code; and

“operator” means the operator of an electronic communications code network.

**16.** The exercise of the powers conferred by article 36 (statutory undertakers) is subject to Part 10 (undertaker’s works affecting electronic communications apparatus) of the electronic communications code.

**17.—(1)** Subject to sub-paragraphs (2) to (4), if as the result of the authorised development or its construction, or of any subsidence resulting from any of those works—

(a) any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works), or other property of an operator; or

(b) there is any interruption in the supply of the service provided by an operator,

the undertaker must bear and pay the cost reasonably incurred by the operator in making good such damage or restoring the supply and make reasonable compensation to that operator for any other expenses, loss, damages, penalty or costs incurred by it, by reason, or in consequence of, any such damage or interruption.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the act, neglect or default of an operator, its officers, servants, contractors or agents.

(3) The operator must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise of the claim or demand is to be made without the consent of the undertaker who, if withholding such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

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(a) 2003 c. 21.

(b) See section 106. Section 106 was amended by section 4(3) to (9) of the Digital Economy Act 2017 (c. 30).

(4) Any difference arising between the undertaker and the operator under this Part of this Schedule must be referred to and settled by arbitration under article 50 (arbitration).

(5) This Part of this Schedule does not apply to—

- (a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 of the 1991 Act; or
- (b) any damages, or any interruptions, caused by electro-magnetic interference arising from the construction or use of the authorised development.

(6) Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and an operator in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

## PART 3

### FOR THE PROTECTION OF THE ENVIRONMENT AGENCY

**18.**—(1) The following provisions shall apply for the protection of the Agency unless otherwise agreed in writing between the undertaker and the Agency.

(2) In this part of this Schedule—

“the Agency” means the Environment Agency;

“construction” includes execution, placing, altering, replacing, relaying and removal and excavation and “construct” and “constructed” shall be construed accordingly;

“drainage work” means any main river and includes any land which provides or is expected to provide flood storage capacity for any main river and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage, flood defence or tidal monitoring;

“the fishery” means any waters containing fish and fish in, or migrating to or from, such waters and the spawn, spawning ground, habitat or food of such fish;

“main river” means all watercourses shown as such on the statutory main river maps held by the Agency and the Department for Environment Food and Rural Affairs including any structure or appliance for controlling or regulating the flow of water in or out of the channel;

“plans” includes sections, drawings, specifications, calculations and method statements;

“specified work” means so much of any work or operation authorised by this Order as is in, on, under, over or within 8 metres of a drainage work or is otherwise likely to—

- (a) affect any drainage work or the volumetric rate of flow of water in or flowing to or from any drainage work;
- (b) affect the flow, purity or quality of water in any watercourse or other surface waters or ground water;
- (c) cause obstruction to the free passage of fish or damage to any fishery;
- (d) affect the conservation, distribution or use of water resources; or
- (e) affect the conservation value of the main river and habitats in its immediate vicinity;

“watercourse” includes all rivers, streams, ditches, drains, cuts, culverts, dykes, sluices, basins, sewers and passages through which water flows except a public sewer.

**19.**—(1) Before beginning to construct any specified work, the undertaker must submit to the Agency plans of the specified work and such further particulars available to it as the Agency may within 28 days of the receipt of the plans reasonably request.

(2) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by the Agency, or determined under paragraph 28.

(3) Any approval of the Agency required under this paragraph—

- (a) must not be unreasonably withheld or delayed;



- (b) in the case of a refusal must be accompanied by a statement of grounds of refusal;
- (c) is deemed to have been refused if it is neither given nor refused within 2 months of the submission of the plans or receipt of further particulars if such particulars have been requested by the Agency for approval and
- (d) may be given subject to such reasonable requirements as the Agency may have for the protection of any drainage work or the fishery or for the protection of water resources, or for the prevention of flooding or pollution or in the discharge of its environmental duties.

(4) The Agency must use its reasonable endeavours to respond to the submission of any plans before the expiration of the period mentioned in sub-paragraph (3)(b).

**20.** Without limiting paragraph 19, the requirements which the Agency may have under that paragraph include conditions requiring the undertaker, at its own expense, to construct such protective works, whether temporary or permanent, before or during the construction of the specified works (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

- (a) to safeguard any drainage work against damage; or
- (b) to secure that its efficiency for flood defence purposes is not impaired and that the risk of flooding is not otherwise increased,

by reason of any specified work.

**21.—**(1) Subject to sub-paragraph (2), any specified work, and all protective works required by the Agency under paragraph 20, must be constructed—

- (a) without unreasonable delay in accordance with the plans approved under this Part of this Schedule; and
- (b) to the reasonable satisfaction of the Agency,

and the Agency shall be entitled by its officer to watch and inspect the construction of such works.

(2) The undertaker must give to the Agency not less than 14 days' notice in writing of its intention to commence construction of any specified work and notice in writing of its completion not later than 7 days after the date on which it is completed.

(3) If the Agency reasonably requires, the undertaker must construct all or part of the protective works so that they are in place prior to the construction of the specified work to which the protective works relate.

(4) If any part of a specified work or any protective work required by the Agency is constructed otherwise than in accordance with the requirements of this Schedule, the Agency may by notice in writing require the undertaker at the undertaker's own expense to comply with the requirements of this part of this Schedule or (if the undertaker so elects and the Agency in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as the Agency reasonably requires.

(5) Subject to sub-paragraph (6), if, within a reasonable period, being not less than 28 days beginning with the date when a notice under sub-paragraph (4) is served upon the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may execute the works specified in the notice and any reasonable expenditure incurred by the Agency in so doing shall be recoverable from the undertaker.

(6) In the event of any dispute as to whether sub-paragraph (4) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the Agency shall not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (5) until the dispute has been finally determined in accordance with paragraph 28.

**22.—**(1) Subject to sub-paragraph (7) the undertaker must from the commencement of the construction of the specified works until the date falling 12 months from the date of completion

("the maintenance period"), maintain in good repair and condition and free from obstruction any drainage work which is situated within the limits of deviation and on land held by the undertaker for the purposes of or in connection with the specified works, whether or not the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) Upon the expiry of the maintenance period, the drainage work must be maintained by the highway authority of the highway to which the specified work relates.

(3) If any such drainage work which the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the Agency, the Agency may by notice in writing require the person liable for maintenance to repair and restore the work, or any part of such work, or (if the person liable for maintenance so elects and the Agency in writing consents, such consent not to be unreasonably withheld or delayed), to remove the specified work and restore the site to its former condition, to such extent and within such limits as the Agency reasonably requires.

(4) Subject to sub-paragraph (6), if, within a reasonable period, being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (3) on the person liable for maintenance, the person has failed to begin taking steps to comply with the reasonable requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the Agency may do what is necessary for such compliance and any reasonable expenditure incurred by the Agency in so doing shall be recoverable from that person.

(5) If there is any failure by the undertaker to obtain consent or comply with conditions imposed by the Agency in accordance with these Protective Provisions the Agency may serve written notice requiring the undertaker to cease all or part of the specified works and the undertaker must cease the specified works or part thereof until it has obtained the consent or complied with the condition unless the cessation of the specified works or part thereof would cause greater damage than compliance with the written notice.

(6) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (3), the Agency shall not, except in the case of an emergency, exercise the powers conferred by sub-paragraph (4) until the dispute has been finally determined in accordance with paragraph 28.

(7) This paragraph does not apply to—

- (a) drainage works which are vested in the Agency, or which the Agency or another person is liable to maintain and is not proscribed by the powers of the Order from doing so; or
- (b) any obstruction of a drainage work for the purpose of a work or operation authorised by this Order and carried out in accordance with the provisions of this Part of this Schedule.

**23.** If by reason of the construction of any specified work or of the failure of any such work, the efficiency of any drainage work for flood defence purposes is impaired, or that drainage work is otherwise damaged, such impairment or damage must be made good by the undertaker to the reasonable satisfaction of the Agency and if the undertaker fails to do so, the Agency may make good the impairment or damage and recover any expenditure reasonably incurred by the Agency in so doing from the undertaker.

**24.** If by reason of construction of the specified work the Agency's access to flood defences or equipment maintained for flood defence purposes is materially obstructed, the undertaker must provide such alternative means of access that will allow the Agency to maintain the flood defence or use the equipment no less effectively than was possible before the obstruction within 24 hours of the undertaker becoming aware of such obstruction.

**25.—(1)** The undertaker must take all such measures as may be reasonably practicable to prevent any interruption of the free passage of fish in the fishery during the construction of any specified work.

(2) If by reason of—

- (a) the construction of any specified work; or
- (b) the failure of any such work,

damage to the fishery is caused, or the Agency has reason to expect that such damage may be caused, the Agency may serve notice on the undertaker requiring it to take such steps as may be reasonably practicable to make good the damage, or, as the case may be, to protect the fishery against such damage.

(3) If within such time as may be reasonably practicable for that purpose after the receipt of written notice from the Agency of any damage or expected damage to a fishery, the undertaker fails to take such steps as are described in sub-paragraph (2), the Agency may take those steps and any expenditure incurred by the Agency in so doing shall be recoverable from the undertaker.

(4) In any case where immediate action by the Agency is reasonably required in order to secure that the risk of damage to the fishery is avoided or reduced, the Agency may take such steps as are reasonable for the purpose, and may recover from the undertaker any reasonable expenditure reasonably incurred in so doing provided that notice specifying those steps is served on the undertaker as soon as reasonably practicable after the Agency has taken, or commenced to take, the steps specified in the notice.

**26.** The undertaker must repay to the Agency all reasonable costs, charges and expenses which the Agency may reasonably incur—

- (a) in the examination or approval of plans under this Part of this Schedule;
- (b) in the inspection of the construction of the specified works or any protective works required by the Agency under this Part of this Schedule; and
- (c) in the carrying out of any surveys or tests by the Agency which are reasonably required in connection with the construction of the specified works.

**27.—**(1) The undertaker must make reasonable compensation for costs and losses which may be reasonably incurred or suffered by the Agency by reason of—

- (a) the construction of any specified works comprised within the authorised works; or
- (b) any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged upon the construction of the authorised works.

(2) For the avoidance of doubt, in sub-paragraph (1)—

“costs” includes—

- (a) expenses and charges;
- (b) staff costs and overheads;
- (c) legal costs;

“losses” includes physical damage.

(3) The undertaker must make reasonable compensation for liabilities, claims and demands arising out of or in connection with the authorised works or otherwise out of the matters referred to in sub-paragraph (1)(a) and (b).

(4) For the avoidance of doubt, in sub-paragraph (3)—

“claims” and “demands” include as applicable—

- (a) costs (within the meaning of sub-paragraph (2)) incurred in connection with any claim or demand;
- (b) any interest element of sums claimed or demanded;

“liabilities” includes—

- (a) contractual liabilities;
- (b) tortious liabilities (including liabilities for negligence or nuisance);
- (c) liabilities to pay statutory compensation or for breach of statutory duty; and
- (d) liabilities to pay statutory penalties imposed on the basis of strict liability (but does not include liabilities to pay other statutory penalties).

(5) The Agency must give to the undertaker reasonable notice of any such claim or demand.

(6) The undertaker may at its own expense conduct all negotiations for the settlement of the same and any litigation that may arise therefrom.

(7) The Agency must not compromise or settle any such claim or make any admission which might be prejudicial to the claim without the agreement of the undertaker which agreement must not be unreasonably withheld or delayed.

(8) The Agency must, at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or loss.

(9) The Agency must, at the request of the undertaker, afford all reasonable assistance for the purpose of contesting any such claim or action, and is entitled to be repaid its reasonable expenses reasonably incurred in so doing.

(10) The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved by the Agency, or to its satisfaction, or in accordance with any directions or award of an arbitrator, shall not relieve the undertaker from any liability under the provisions of this Part of this Schedule.

**28.** Any dispute arising between the undertaker and the Agency under this part of this Schedule will, if the parties agree, be determined by arbitration under article 50 (arbitration), but will otherwise be determined by the Secretary of State for Environment, Food and Rural Affairs or its successor and the Secretary of State for Transport or its successor acting jointly on a reference to them by the undertaker or the Agency, after notice in writing by one to the other.

## PART 4

### FOR THE PROTECTION OF SURREY COUNTY COUNCIL IN RESPECT OF ORDINARY WATERCOURSES

**29.** The following provisions of this Part of this Schedule apply for the protection of Surrey County Council unless otherwise agreed between the undertaker and Surrey County Council.

**30.** In this Part of this Schedule—

“construction” includes execution, placing, altering, replacing, relaying and removal and “construct” and “constructed” are to be construed accordingly;

“drainage work” means an ordinary watercourse and includes any land which is expected to provide flood storage capacity for an ordinary watercourse and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage or flood defence in connection with an ordinary watercourse;

“ordinary watercourse” has the same meaning as given in section 72 (interpretation) of the Land Drainage Act 1991(a);

“plans” includes any information reasonably required by Surrey County Council including location details, grid references, sections, drawings, specifications, assessments and method statements; and

“specified work” means any of the following works carried out in relation to any ordinary watercourse—

- (a) erecting any mill dam, weir or other similar obstruction to the flow of the watercourse, or raising or otherwise altering any such obstruction;
- (b) erecting a culvert in the watercourse; or
- (c) altering a culvert in a manner that would be likely to affect the flow of the watercourse.

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(a) 1991 c. 59.

*Ordinary watercourses*

**31.**—(1) Before beginning to construct any specified work, the undertaker must submit to Surrey County Council plans of the specified work, and such further particulars available to the undertaker as Surrey County Council may within 28 days of the first submission of the plans reasonably require or as otherwise agreed between the parties.

(2) The undertaker must not commence construction of the specified work until approval, unconditionally or conditionally, has been given as provided in sub-paragraph (4) of this paragraph.

(3) Any such specified work must not be constructed except in accordance with such plans as may be approved in writing by Surrey County Council, or determined under paragraph 38.

(4) Any approval of Surrey County Council required under this paragraph—

- (a) must not be unreasonably withheld or delayed;
- (b) is to be deemed to have been given if it is neither given nor refused within 2 months of the submission of the plans for approval or where further particulars are submitted under sub-paragraph (1), within 2 months of the submission of those particulars whichever is the later; and
- (c) may be given subject to such reasonable requirements or conditions as Surrey County Council may make for the protection of any drainage work.

(5) Any refusal under this paragraph must be accompanied by a statement of the reasons for refusal.

**32.** Without limiting paragraph 31, the requirements or conditions which Surrey County Council may make under paragraph 31 include conditions requiring the undertaker at its own expense to construct such protective works (including any new works as well as alterations to existing works) as are reasonably necessary—

- (a) to safeguard any drainage work against damage by reason of any specified work, or
- (b) to secure that the efficiency of any drainage work for flood defence and land drainage purposes is not impaired and that the risk of flooding is not otherwise increased,

by reason of any specified work.

**33.**—(1) Subject to sub-paragraph (2) any specified work, and all protective works required by Surrey County Council under paragraph 32, must be constructed—

- (a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part; and
- (b) to the reasonable satisfaction of Surrey County Council and an officer of Surrey County Council is entitled on giving such notice as may be reasonable in the circumstances, to inspect and watch the construction of such works.

(2) The undertaker must give to Surrey County Council not less than 14 days' notice of its intention to commence construction of any specified work and the undertaker must give to Surrey County Council notice of completion of a specified work not later than 7 days after the date of completion.

(3) If Surrey County Council reasonably requires, the undertaker must construct all or part of the protective works so that they are in place before the construction of the specified work.

(4) If any part of a specified work or any protective work required is constructed otherwise than in accordance with the requirements of this Part of this Schedule, Surrey County Council may by notice require the undertaker at the undertaker's own expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and Surrey County Council in writing consents, such consent not to be unreasonably withheld) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as Surrey County Council reasonably requires.

(5) Subject to sub-paragraph (6), if within a reasonable period, being not less than 28 days from the date when a notice under sub-paragraph (4) is served upon the undertaker, the undertaker has

failed to begin taking steps to comply with the requirements of the notice and subsequently to make reasonably expeditious progress towards their implementation, Surrey County Council may execute the works specified in the notice and any expenditure reasonably incurred by it in so doing is to be recoverable from the undertaker.

(6) In the event of any dispute as to whether sub-paragraph (4) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, Surrey County Council must not, except in an emergency, exercise the powers conferred by sub-paragraph (5) until the dispute has been finally determined.

#### *General*

**34.**—(1) Subject to sub-paragraph (5), from the commencement of the construction of any specified work, the undertaker must maintain in good repair and condition and free from obstruction any drainage work which is situated within the limits of deviation and on land held by the undertaker for the purposes of or in connection with the specified work, whether the drainage work is constructed under this Order or is already in existence.

(2) If any drainage work is not maintained to the reasonable satisfaction of Surrey County Council, it may by notice require the undertaker to repair and restore the drainage work, or any part of it, or (if the undertaker so elects and Surrey County Council in writing consents, such consent not to be unreasonably withheld or delayed) to remove the specified work and restore the site to its former condition to such extent and with such limits as Surrey County Council reasonably requires.

(3) If, within a reasonable period being not less than 28 days beginning with the date on which a notice in respect of any drainage work is served under sub-paragraph (2) on the undertaker, that person has failed to begin taking steps to comply with the reasonable requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, Surrey County Council may do what is necessary for such compliance and may recover any expenditure reasonably incurred by it in so doing from the person liable for maintenance.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), Surrey County Council must not except in a case of emergency exercise the powers of sub-paragraph (3) until the dispute has been finally determined.

(5) This paragraph does not apply to—

- (a) drainage works which are vested in Surrey County Council, or which Surrey County Council or another person is liable to maintain and is not prevented by this Order from so doing; and
- (b) any obstruction of a drainage work for the purpose of a work or operation authorised by this Order and carried out in accordance with the provisions of this Part provided that any obstruction is removed as soon as reasonably practicable.

**35.** If by reason of the construction of any specified work or of the failure of any such work the efficiency of any drainage work for flood defence purposes or land drainage is impaired, or that drainage work is otherwise damaged, so as to require remedial action, such impairment or damage must be made good as soon as is reasonably practicable by the undertaker to the reasonable satisfaction of Surrey County Council and if the undertaker fails to do so, Surrey County Council may make good the same and recover from the undertaker the expense reasonably incurred by it in doing so.

**36.**—(1) The undertaker must repay to Surrey County Council all costs, charges and expenses which it may reasonably incur or which it may sustain—

- (a) in the examination or approval of plans under this Part of this Schedule;
- (b) in the inspection of the construction of a specified work or any protective works required by Surrey County Council under this Part of this Schedule; and
- (c) in carrying out any reasonable surveys or tests by Surrey County Council which are reasonably required in connection with the construction of the specified work.

(2) The maximum amount payable to Surrey County Council under sub-paragraph (1)(a) to (c) is to be the same as would have been payable to Surrey County Council in accordance with the scale of charges for pre-application advice and land drainage consent applications published on Surrey County Council's website from time to time.

**37.**—(1) Without limiting the other provisions of this Part, the undertaker must make reasonable compensation for the costs reasonably incurred by Surrey County Council from all claims, demands, proceedings, costs, damages, expenses or loss, which may be made or taken against, recovered from, or incurred by Surrey County Council by reason of—

- (a) any damage to any ordinary watercourse so as to impair its efficiency for drainage work;
- (b) any raising or lowering of the water table in land adjoining the authorised project or any sewers, drains and watercourses; or
- (c) any flooding or increased flooding of any such lands,

caused by the construction of any specified work or any act or omission of the undertaker, its contractors, agents or employees whilst engaged on the work.

(2) Surrey County Council must give to the undertaker reasonable notice of any such claim or demand, and no settlement or compromise may be made without the agreement of the undertaker which agreement must not be unreasonably withheld or delayed.

**38.** Any dispute arising between the undertaker and Surrey County Council under this Part of this Schedule is to be determined in accordance with article 50 (arbitration).

## PART 5

### FOR THE PROTECTION OF SOUTHERN GAS NETWORKS PLC AS GAS UNDERTAKER

#### *Application*

**39.** For the protection of SGN the following provisions will, unless otherwise agreed in writing between the undertaker and SGN, have effect.

#### *Interpretation*

**40.** In this Part of this Schedule—

“1991 Act” means the New Roads and Street Works Act 1991(a);

“alternative apparatus” means appropriate alternative apparatus to the reasonable satisfaction of SGN to enable SGN to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means any gas mains, pipes, pressure governors, ventilators, cathodic protections, cables or other apparatus belonging to or maintained by SGN for the purposes of gas distribution together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of SGN for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“commence” has the same meaning as in Schedule 2, Part 1 of the Order and commencement is construed to have the same meaning save that for the purposes of this Part of the Schedule the terms “commence” and “commencement” include operations consisting of non-intrusive investigations and surveys, ecological surveys and pre-construction ecological mitigation, investigations for the purpose of assessing and monitoring ground conditions and levels,

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(a) 1991 c. 22.

erection of any temporary means of enclosure, receipt and erection of construction plant and equipment and site clearance;

“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

“facilities and rights” for construction and for maintenance include any appropriate working areas required to reasonably and safely undertake that construction or maintenance, and any necessary rights of access;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by SGN (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, requires the undertaker to submit for SGN’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” includes the ability and right to do any of the following in relation to any apparatus or alternative apparatus of SGN including retain, lay, construct, inspect, maintain, protect, use, access, enlarge, replace, renew, remove, decommission or render unusable or remove the apparatus;

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

“rights” includes restrictive covenants, and in relation to decommissioned apparatus the surrender of rights, release of liabilities and transfer of decommissioned apparatus;

“SGN” means Southern Gas Networks plc or its successors in title or successor bodies and/or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986(a);

“specified works” means any of the authorised development or activities (including maintenance) undertaken in association with the authorised development which—

- (a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under sub-paragraph 45(2) or otherwise;
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under sub-paragraph 45(2) or otherwise;

“undertaker” means the undertaker as defined in article 2 of this Order.

#### *On Street Apparatus*

**41.**—(1) This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and SGN are regulated by the provisions of Part 3 of the 1991 Act, except for—

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(a) 1986 c. 44.



- (a) paragraphs 42, 47, 48 and 49; and
- (b) where sub-paragraph (2) applies, paragraphs 45 and 46.

(2) This sub-paragraph applies where any apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within the existing public highway, notwithstanding that any diversion may be carried out under the provisions of Part 3 of the 1991 Act.

#### *Apparatus of SGN in stopped up streets*

**42.**—(1) Without prejudice to the generality of any other protection afforded to SGN elsewhere in the Order, where any street is stopped up under article 15 (permanent stopping up and restriction of use of streets and private means of access), if SGN has any apparatus in the street or accessed via that street SGN will be entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to SGN, or procure the granting to SGN of, legal easements reasonably satisfactory to SGN in respect of such apparatus and access to it prior to the stopping up of any such street or highway but nothing in this paragraph shall affect any right of the Undertaker or of SGN to require the removal of that apparatus under paragraph 45.

(2) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 14 (temporary closure and restriction of use of streets), SGN will be at liberty at all times to take all necessary access across any such stopped up highway or to execute and do all such works and things in, upon or under any such highway as it would have been entitled to do immediately before such temporary stopping up or diversion in respect of any apparatus which at the time of the stopping up or diversion was in that highway.

#### *Protective works to buildings*

**43.** The undertaker must exercise the powers conferred by article 20 (protective work to buildings) so as not to obstruct or render less convenient the access to any apparatus without the written consent of SGN (such consent not to be unreasonably withheld).

#### *Acquisition of land*

**44.**—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the undertaker may not appropriate or acquire any land interest or appropriate, acquire, extinguish or override any easement or other interest or right or apparatus of SGN otherwise than by agreement.

(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised development (or in such other timeframe as may be agreed between SGN and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of SGN or affects the provisions of any enactment or agreement regulating the relations between SGN and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as SGN reasonably requires enter into such deeds of consent and variations upon such terms and conditions as may be agreed between SGN and the undertaker acting reasonably and which must be no less favourable on the whole to SGN unless otherwise agreed by SGN, and it will be the responsibility of the undertaker to procure or secure the consent to and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised development or maintenance thereof.

(3) The undertaker and SGN agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation or removal of apparatus, including but not limited to the payment of costs and expenses relating to such relocation or removal of apparatus and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by SGN or other enactments relied upon by SGN

as of right or other use in relation to the apparatus, then the provisions in this Schedule must prevail.

(4) Any agreement or consent granted by SGN under paragraph 47 or any other paragraph of this Part of this Schedule, will not be taken to constitute agreement under sub-paragraph (1).

(5) As a condition of an agreement between the parties in sub-paragraph (1) that involves de-commissioned apparatus being left in situ the undertaker must accept a surrender of any existing easement or other interest of SGN in such decommissioned apparatus and release SGN from all liabilities in respect of such de-commissioned apparatus from the date of such surrender.

(6) Where the undertaker acquires land which is subject to any SGN right or interest (including, without limitation, easements and agreements relating to rights or other interests) and the provisions of paragraph 45 do not apply, the undertaker must, unless SGN agrees otherwise—

- (a) retain any notice of SGN's easement, right or other interest on the title to the relevant land when registering the undertaker's title to such acquired land; and
- (b) (where no such notice of SGN's easement, right or other interest exists in relation to such acquired land or any such notice is registered only on the Land Charges Register) include (with its application to register title to the undertaker's interest in such acquired land at the Land Registry) a notice of SGN's easement, right or other interest in relation to such acquired land.

#### *Removal of apparatus*

**45.**—(1) If, in the exercise of the powers conferred by this Order including pursuant to any agreement reached in accordance with paragraph 44, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be decommissioned or removed under this Part of this Schedule and any right of SGN to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, is in operation, and the rights and facilities referred to in sub-paragraph (2) have been provided, to the reasonable satisfaction of SGN and in accordance with sub-paragraphs (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to SGN advance written notice of that requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order SGN reasonably needs to move or remove any of its apparatus) the undertaker must afford to SGN to its satisfaction (taking into account sub-paragraph 46(1)) the necessary facilities and rights—

- (a) for the construction of alternative apparatus;
- (b) subsequently for the maintenance of that apparatus; and
- (c) to allow access to that apparatus.

(3) If the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, SGN must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to assist the undertaker in obtaining the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation must not extend to the requirement for SGN to use its compulsory purchase powers to this end unless it (in its absolute discretion) elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between SGN and the undertaker.

(5) SGN must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to SGN of such facilities and rights as are referred to in sub-paragraph (2) or (3), then proceed without unnecessary delay to construct and bring into operation the

alternative apparatus and subsequently to decommission or remove any apparatus required by the undertaker to be decommissioned or removed under the provisions of this Part of this Schedule.

*Facilities and rights for alternative apparatus*

**46.**—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for SGN facilities and rights in land for the construction and maintenance of alternative apparatus in substitution for apparatus to be decommissioned or removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and SGN and must be no less favourable on the whole to SGN than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed unless otherwise agreed by SGN.

(2) If the facilities and rights to be afforded by the undertaker and agreed with SGN under sub-paragraph (1) in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to SGN than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed then the terms and conditions to which those facilities and rights are subject in the matter will be referred to arbitration in accordance with paragraph 53 of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to SGN as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

*Retained apparatus: protection of SGN*

**47.**—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to SGN a plan and, if reasonably required by SGN, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to SGN under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant etc.;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and
- (f) any intended maintenance regimes.

(3) The undertaker must not commence any specified works until SGN has given written approval of the plan so submitted.

(4) Any approval of SGN required under sub-paragraph (3)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraph (5); and
- (b) must not be unreasonably withheld or delayed and SGN must meaningfully engage with the undertaker within 28 days of the date of submission of the plan under sub-paragraph (1).

(5) SGN may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Specified works must only be executed in accordance with—

- (a) the plan submitted under sub-paragraph (1), as approved or as amended from time to time by agreement between the undertaker and SGN; and

- (b) all conditions imposed under sub-paragraph (4)(a), and SGN will be entitled to watch and inspect the execution of those works.

(7) Where SGN requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to SGN's satisfaction prior to the commencement of any specified works (or any relevant part thereof) for which protective works are required prior to commencement.

(8) If SGN, in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 39 to 41 and 44 to 46 apply as if the removal of the apparatus had been required by the undertaker under sub-paragraph 45(2).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(10) The undertaker is not be required to comply with sub-paragraph (1) where it needs to carry out emergency works but in that case it must give to SGN notice as soon as is reasonably practicable and a plan of those works and must comply with—

- (a) the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances; and
- (b) sub-paragraph (11) at all times.

(11) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker must implement an appropriate ground mitigation scheme save that SGN retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 48.

(12) In this paragraph, “emergency works” means works whose execution at the time when they are executed is required in order to put an end to, or to prevent the occurrence of, circumstances then existing or imminent (or which the person responsible for the works believes on reasonable grounds to be existing or imminent) which are likely to cause danger to persons or property.

#### *Expenses*

**48.**—(1) Subject to the following provisions of this paragraph, the undertaker must pay to SGN on demand all charges, costs and expenses reasonably anticipated or incurred by SGN in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised development as are referred to in this Part of this Schedule including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by SGN in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs (including professional fees) incurred by SGN as a consequence of SGN—
  - (i) using its own compulsory purchase powers to acquire any necessary rights under sub-paragraph 45(3) if it elects to do so; or
  - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting SGN;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;

- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule; and
- (g) any watching brief pursuant to sub-paragraph 47(6).

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 53 to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to SGN by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible in the circumstances (or it would be unlawful due to a statutory or regulatory change) to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) An amount which apart from this sub-paragraph would be payable to SGN in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on SGN any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

#### *Indemnity*

**49.—**(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule (including without limitation relocation, diversion, decommissioning, construction, and maintenance of apparatus or alternative apparatus) or in consequence of the construction, use, maintenance or failure of any of the authorised development by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised development) or property of SGN, or there is any interruption in any service provided, or in the supply of any goods, by SGN, or SGN becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand accompanied by an invoice or claim from SGN the cost reasonably incurred by SGN in making good such damage or restoring the supply; and
- (b) indemnify SGN for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from SGN, by reason or in consequence of any such damage or interruption or SGN becoming liable to any third party as aforesaid other than arising from any default of SGN.

(2) The fact that any act or thing may have been done by SGN on behalf of the undertaker or in accordance with a plan approved by SGN or in accordance with any requirement of SGN or under its supervision including under any watching brief will not (unless sub-paragraph (3) applies) excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless SGN fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker in respect of—

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of SGN, its officers, servants, contractors or agents; and
- (b) any part of the authorised development carried out by SGN in the exercise of any functions conferred by this Order pursuant to a grant or transfer under article 9 (consent to transfer benefit of Order).

(4) SGN must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

#### *Enactments and agreements*

**50.** Except where this Part of this Schedule provides otherwise, nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and SGN in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

#### *Co-operation*

**51.—**(1) Where in consequence of the proposed construction of any of the authorised development, the undertaker or SGN requires the removal of apparatus under sub-paragraph 45(2) or SGN makes requirements for the protection or alteration of apparatus under paragraph 47, the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of SGN's undertaking and SGN must use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever SGN's consent, agreement or approval is required in relation to plans, documents or other information submitted by SGN or the taking of action by SGN, it must not be unreasonably withheld or delayed.

#### *Access*

**52.** If in consequence of the agreement reached in accordance with sub-paragraph 44(1) or the powers conferred under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable SGN to maintain or use the apparatus no less effectively than was possible before such obstruction.

#### *Arbitration*

**53.** Save for differences or disputes arising under sub-paragraphs 45(2), 45(4) and 46(1) any difference or dispute arising between the undertaker and SGN under this Part of this Schedule

must, unless otherwise agreed in writing between the undertaker and SGN, be determined by arbitration in accordance with article 50 (arbitration)

## PART 6

### FOR THE PROTECTION OF NATIONAL GRID AS ELECTRICITY UNDERTAKER

#### *Application*

**54.**—(1) For the protection of National Grid the following provisions have effect, unless otherwise agreed in writing between the undertaker and National Grid.

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Grid, where the benefit of this Order is transferred or granted to another person under article 9 (consent to transfer benefit of Order)—

- (a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between National Grid and the transferee or grantee (as the case may be); and
- (b) written notice of the transfer or grant must be given to National Grid on or before the date of that transfer or grant.

(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Grid (but see paragraph 64(3)(b)).

#### *Interpretation*

**55.** In this Part of this Schedule—

“alternative apparatus” means appropriate alternative apparatus to the reasonable satisfaction of National Grid to enable National Grid to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means any electric lines or electrical plant as defined in the Electricity Act 1989(a), belonging to or maintained by National Grid together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Grid for the purposes of transmission, distribution or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised works” has the same meaning as is given to the term “authorised development” in article 2(1) (interpretation) of this Order and includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

“commence” and “commencement” in paragraph 62 and 65 of this Part of this Schedule includes any below ground surveys, monitoring, ground work operations or the receipt and erection of construction plant and equipment;

“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary or replace existing easements, agreements, and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;

“functions” includes powers and duties;

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(a) 1989 c. 29.

“ground mitigation scheme” means a scheme approved by National Grid (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, will require the undertaker to submit for National Grid’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” includes the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid including construct, use, repair, alter, inspect, renew or remove the apparatus;

“National Grid” means National Grid Electricity Transmission Plc or any successor as a licence holder within the meaning of Part 1 of the Electricity Act 1989;

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

“specified works” means any of the authorised works or activities undertaken in association with the authorised works which—

- (a) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 60(2) or otherwise; and/or
- (b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 60(2) or otherwise.

**56.** Except for paragraphs 57 (apparatus of National Grid in stopped up streets), 62 (retained apparatus: protection of electricity undertaker) 63 (expenses) and 64 (indemnity) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of National Grid, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Grid are regulated by the provisions of Part 3 of the 1991 Act.

#### *Apparatus of National Grid in stopped up streets*

**57.—**(1) Where any street is stopped up under article 15 (permanent stopping up and restriction of use of streets and private means of access), if National Grid has any apparatus in the street or accessed via that street National Grid has the same rights in respect of that apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to National Grid, or procure the granting to National Grid of, legal easements reasonably satisfactory to National Grid in respect of such apparatus and access to it prior to the stopping up of any such street but nothing in this paragraph affects any right of the undertaker or National Grid to require the removal of that apparatus under paragraph 60 (removal of apparatus) or the power of the undertaker, subject to compliance with this sub-paragraph, to carry out works under paragraph 62 (retained apparatus: protection of electricity undertaker).

(2) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 14 (temporary closure and restriction of use of streets), National Grid is at liberty at all times to take all necessary access across any such stopped up highway and to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.



### *Protective works to buildings*

**58.** The undertaker must exercise the powers conferred by article 20 (protective work to buildings) so as not to obstruct or render less convenient the access to any apparatus without the written consent of National Grid (such consent not to be unreasonably withheld).

### *Acquisition of land*

**59.—**(1) Regardless of any provision in this Order or anything shown on the land plans, the undertaker may not acquire any interest in land or apparatus or override any easement or other interest of National Grid otherwise than by agreement.

(2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between National Grid and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of National Grid or affect the provisions of any enactment or agreement regulating the relations between National Grid and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as National Grid reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Grid and the undertaker acting reasonably and which must be no less favourable on the whole to National Grid unless otherwise agreed by National Grid, and it will be the responsibility of the undertaker to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.

(3) The undertaker and National Grid agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of apparatus (including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Grid and/or other enactments relied upon by National Grid as of right or other use in relation to the apparatus, then the provisions in this Schedule will prevail.

(4) Any agreement or consent granted by National Grid under paragraph 62 (retained apparatus: protection of electricity undertaker) or any other paragraph of this Part of this Schedule, is not to be taken to constitute agreement under sub-paragraph (1).

### *Removal of apparatus*

**60.—**(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in or possesses temporarily any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of National Grid to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Grid in accordance with sub-paragraphs (2) to (5).

(2) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to National Grid advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to National Grid to its reasonable satisfaction (taking into account paragraph 61(1) (facilities and rights for alternative apparatus)) the necessary facilities and rights—

- (a) for the construction of alternative apparatus in other land of or secured by, the undertaker;
- and

(b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2) in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid must, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation will not extend to the requirement for National Grid to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between National Grid and the undertaker.

(5) National Grid must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the grant to National Grid of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

#### *Facilities and rights for alternative apparatus*

**61.**—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for National Grid facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and National Grid and must be no less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Grid.

(2) If the facilities and rights to be afforded by the undertaker under sub-paragraph (1) in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the matter may be referred to arbitration in accordance with paragraph 68 (arbitration) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

#### *Retained apparatus: protection of electricity undertaker*

**62.**—(1) Not less than 56 days before the commencement of any specified works the undertaker must submit to National Grid a plan of the works to be executed and seek from National Grid details of the underground extent of their electricity tower foundations.

(2) In relation to works which will or may be situated on, over, under or within 15 metres measured in any direction of any apparatus or involve embankment works within 15 metres of any apparatus, the plan to be submitted to the statutory undertaker under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant;
- (d) the position of all apparatus;
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
- (f) any intended maintenance regimes; and

(g) an assessment of risks of rise of earth issues.

(3) In relation to any works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an electricity tower or between any two or more electricity towers, the plan to be submitted under sub-paragraph (1) must, in addition to the matters set out in sub-paragraph (2), include a method statement including—

- (a) details of any cable trench design including route, dimensions, clearance to pylon foundations;
- (b) demonstration that pylon foundations will not be affected prior to, during and post construction;
- (c) details of load bearing capacities of trenches;
- (d) details of any cable installation methodology including access arrangements, jointing bays and backfill methodology;
- (e) a written management plan for high voltage hazard during construction and ongoing maintenance of any cable route;
- (f) written details of the operations and maintenance regime for any cable, including frequency and method of access;
- (g) an assessment of earth rise potential if reasonably required by National Grid's engineers; and
- (h) evidence that trench bearing capacity is to be designed to support overhead line construction traffic of up to 26 tonnes in weight.

(4) The undertaker must not commence any works to which sub-paragraphs (2) or (3) apply until National Grid has given written approval of the plan so submitted.

(5) Any approval of National Grid required under sub-paragraphs (4)—

- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (6) or (8); and
- (b) must not be unreasonably withheld.

(6) In relation to any work to which sub-paragraphs (2) or (3) apply, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage, for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(7) Works executed under sub-paragraphs (2) or (3) must be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (6), as approved or as amended from time to time by agreement between the undertaker and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (6) or (8) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid will be entitled to watch and inspect the execution of those works.

(8) Where under sub-paragraph (6) National Grid requires any protective works to be carried out by itself or by the undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Grid's satisfaction prior to the commencement of any specified works for which protective works are required and National Grid must give notice of its requirement for such works within 42 days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(9) If National Grid in accordance with sub-paragraphs (6) or (8) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 54 to 56 and 59 to 61 apply as if the removal of the apparatus had been required by the undertaker under paragraph 60(2).

(10) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the specified

works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(11) The undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances.

(12) In sub-paragraph (11) “emergency works” means works whose execution at the time when they are executed is required in order to put an end to or to prevent the occurrence of circumstances then existing or imminent (or which the person responsible for the works believes on reasonable grounds to be existing or imminent) which are likely to cause danger to persons or property.

### *Expenses*

**63.**—(1) Subject to the following provisions of this paragraph, the undertaker must pay to National Grid within 30 days of receipt of an itemised invoice or claim from National Grid all charges, costs and expenses reasonably anticipated within the following three months or reasonably and properly incurred by National Grid in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by National Grid in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Grid as a consequence of National Grid—
  - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 60(3); or
  - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works; and
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(3) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 68 (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part of this

Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the undertaker.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) Any amount which apart from this sub-paragraph would be payable to National Grid in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Grid any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

#### *Indemnity*

**64.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any works authorised by this Part of this Schedule or in consequence of the construction, use maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of National Grid, or there is any interruption in any service provided, or in the supply of any goods, by National Grid, or National Grid becomes liable to pay any amount to any third party, the undertaker will—

- (a) bear and pay on demand accompanied by an invoice or claim from National Grid the cost reasonably and properly incurred by National Grid in making good such damage or restoring the supply; and
- (b) indemnify National Grid for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Grid, by reason or in consequence of any such damage or interruption or National Grid becoming liable to any third party as aforesaid other than arising from any default of National Grid.

(2) The fact that any act or thing may have been done by National Grid on behalf of the undertaker or in accordance with a plan approved by National Grid or in accordance with any requirement of National Grid or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of sub-paragraph (1) unless National Grid fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(3) Nothing in sub-paragraph (1) will impose any liability on the undertaker in respect of—

- (a) any damage or interruption to the extent that it is attributable to the neglect or default of National Grid, its officers, servants, contractors or agents;
- (b) any part of the authorised works carried out by National Grid in the exercise of any functions conferred by this Order pursuant to a grant or transfer under article 9 (consent to transfer benefit of Order).

(4) National Grid must give the undertaker reasonable notice of any such third party claim or demand and no settlement, admission of liability or compromise must, unless payment is required

in connection with a statutory compensation scheme, be made without first consulting the undertaker and considering their representations.

(5) National Grid must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(6) National Grid must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within National Grid's reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of National Grid's control and if reasonably requested to do so by the undertaker National Grid must provide an explanation of how the claim has been minimised, where relevant.

#### *Enactments and agreements*

**65.** Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker and National Grid in respect of any apparatus laid or erected in land belonging to the undertaker on the date on which this Order is made.

#### *Co-operation*

**66.—**(1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or National Grid requires the removal of apparatus under paragraph 60(2) or National Grid makes requirements for the protection or alteration of apparatus under paragraph 62 (retained apparatus: protection of electricity undertaker), the undertaker must use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised works and taking into account the need to ensure the safe and efficient operation of National Grid's undertaking and National Grid shall use its best endeavours to co-operate with the undertaker for that purpose.

(2) For the avoidance of doubt whenever the undertaker's or National Grid's consent, agreement or approval is required in relation to plans, documents or other information submitted under this Schedule, or agreement is required to be reached between the parties under this Schedule, it must not be unreasonably withheld or delayed.

#### *Access*

**67.** If in consequence of the agreement reached in accordance with paragraph 59(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable National Grid to maintain or use the apparatus no less effectively than was possible before such obstruction.

#### *Arbitration*

**68.** Save for differences or disputes arising under paragraphs 60(2), 60(4) and 61(1), any difference or dispute arising between the undertaker and National Grid under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Grid, be determined by arbitration in accordance with article 50 (arbitration).

#### *Notices*

**69.** Notwithstanding article 47 (service of notices), any plans submitted to National Grid by the undertaker pursuant to paragraph 62 must be sent to National Grid Plant Protection at [plantprotection@nationalgrid.com](mailto:plantprotection@nationalgrid.com) or such other address as National Grid may from time to time appoint instead for that purpose and notify to the undertaker in writing.

## SCHEDULE 10

Article 39

### SPECIAL CATEGORY LAND

#### PART 1

#### SPECIAL CATEGORY LAND FOR WHICH REPLACEMENT LAND IS PROVIDED

<i>Plot reference number shown on Special Category Land Plans and in the book of reference</i>	
Sheet 2	2/17, 2/17a, 2/17b, 2/20, 2/29
Sheet 3	3/8, 3/11, 3/12, 3/17, 3/21, 3/22, 3/23
Sheet 4	4/5, 4/5a, 4/6, 4/8, 4/9, 4/15, 4/17, 4/18, 4/26, 4/39, 4/59, 4/85, 4/87
Sheet 5	5/1a, 5/5, 5/10, 5/14, 5/19, 5/20
Sheet 6	6/3, 6/7, 6/8
Sheet 11	11/3a, 11/4a, 11/8, 11/8a, 11/27/ 11/28
Sheet 12	12/1, 12/1a, 12/1b, 12/3, 12/14, 12/16, 12/32, 12/33, 12/33a
Sheet 13	13/1b, 13/2a, 13/2b, 13/2c, 13/4, 13/4a
Sheet 28	28/2

#### PART 2

#### SPECIAL CATEGORY (RIGHTS) LAND FOR WHICH REPLACEMENT LAND IS PROVIDED

<i>Plot reference number shown on Special Category Land Plans and in the book of reference</i>	
Sheet 2	2/12, 2/12a, 2/13a, 2/36
Sheet 3	3/3a, 3/3b, 3/3d, 3/16, 3/25, 3/26a, 3/27, 3/32, 3/37
Sheet 4	4/3c, 4/3d, 4/4, 4/4a, 4/4b, 4/10, 4/23, 4/31, 4/34, 4/37, 4/38, 4/41, 4/43, 4/43a, 4/43b, 4/43c, 4/43d, 4/45a, 4/46, 4/46c, 4/47, 4/47a, 4/47b, 4/47c, 4/47d, 4/51, 4/51a, 4/61, 4/63, 4/72, 4/79a
Sheet 5	5/1c, 5/1d, 5/7, 5/7a, 5/7c, 5/7d, 5/7e, 5/8, 5/8a, 5/8b, 5/12a, 5/12b, 5/12c, 5/13a, 5/13b, 5/13c, 5/21, 5/21a, 5/24, 5/24a, 5/30
Sheet 6	6/1b, 6/2, 6/2b, 6/3a, 6/9
Sheet 11	11/19, 11/19a, 11/20, 11/21, 11/23, 11/25, 11/25a
Sheet 12	12/1c, 12/4, 12/4a, 12/5a, 12/5b, 12/5c, 12/5d, 12/5e, 12/7, 12/11, 12/17, 12/18, 12/23, 12/25, 12/25b, 12/31, 12/34, 12/34a, 12/34b, 12/34c

### PART 3

#### SPECIAL CATEGORY (RIGHTS) LAND FOR WHICH REPLACEMENT LAND IS NOT PROVIDED

<i>Plot reference number shown on Special Category Land Plans and in the book of reference</i>	
Sheet 3	3/9, 3/13, 3/19, 3/19a, 3/31
Sheet 4	4/1, 4/15a, 4/21, 4/22b, 4/30, 4/48a, 4/49a, 4/52, 4/54, 4/67
Sheet 11	11/2, 11/3, 11/4, 11/6, 11/29
Sheet 13	13/14, 13/15
Sheet 20	20/2, 20/3, 20/4
Sheet 21	21/1, 21/1a, 21/2
Sheet 25	25/1
Sheet 26	26/1, 26/2

### PART 4

#### REPLACEMENT LAND

<i>Plot reference number shown on Special Category Land Plans and in the book of reference</i>	
Sheet 11	11/16, 11/17, 11/7a, 11/17b, 11/17c, 11/17d, 11/17e, 11/17f, 11/17g, 11/17h, 11/17i, 11/17j
<del>Sheet 13</del>	<del>13/9, 13/9b, 13/12, 13/12a</del>
<del>Sheet 14</del>	<del>14/1, 14/1a, 14/3</del>
<del>Sheet 26</del>	<del>26/4, 26/4a, 26/5, 26/5a, 26/6</del>
Sheet 27	27/1
<del>Sheet 28</del>	<del>28/2</del>
Sheet 30	30/1



## SCHEDULE 11

Article 46

### DOCUMENTS TO BE CERTIFIED

The reference to a document in the table with a numbered regulation is a reference to the regulation as numbered in the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009.

(1) <i>Document</i>	(2) <i>Document Reference</i>	(3) <i>Revision</i>
Book of Reference – Regulation 5(2)(d)	TR010030/APP/4.3	<del>34</del>
Crown Land Plans – Regulation 5(2)(n)	TR010030/APP/2.6	<del>34</del>
Engineering Drawings and Sections – Regulation 5(2)(o), 5(4) and 6(2)	TR010030/APP/2.9	<del>42</del>
Environmental Statement – Main Report – Regulation 5(2)(a)	TR010030/APP/6.3	1
Environmental Statement – Figures – Regulation 5(2)(a)	TR010030/APP/6.4	1
Environmental Statement – Appendices – Regulation 5(2)(a)	TR010030/APP/6.5	1
Habitats Regulation Assessment – Regulation 5(2)(g)	TR010030/APP/5.3	2
Land Plans – Regulation 5(2)(i)	TR010030/APP/2.2	<del>34</del>
Location Plan – Regulation 5(2)(o)	TR010030/APP/2.1	<del>42</del>
Outline Construction Environmental Management Plan – Regulation 5(2)(q)	TR010030/APP/7.2	5
Register of Environmental Actions and Commitments – Regulation 5(2)(q)	TR010030/APP/7.3	<del>45</del>
RHS Tree Protection Plan	TR010030/EXAM/9.140	0
Scheme Layout Plans – Regulation 5(2)(o)	TR010030/APP/2.8	<del>34</del>
Special Category Land Plans – Regulation 5(2)(i)(iv)	TR010030/APP/2.5	<del>23</del>
Speed Limits and Traffic Regulations Plans – Regulation 5(2)(o)	TR010030/APP/2.7	<del>42</del>
Statutory Nuisance Statement – Regulation 5(2)(f)	TR010030/APP/5.2	0
Streets, Rights of Way and Access Plans – Regulation 5(2)(k)	TR010030/APP/2.4	<del>42</del>
Temporary Works Plans – Regulation 5(2)(o)	TR010030/APP/2.10	<del>42</del>
Water Framework Directive Assessment Report – Regulation 5(2)(q)	TR010030/APP/5.4	1
Works Plans – Regulation 5(2)(j)	TR010030/APP/2.3	<del>23</del>

## **EXPLANATORY NOTE**

*(This note is not part of the Order)*

This Order authorises Highways England to undertake works to alter junction 10 of the M25/A3 Wisley interchange, the M25 and the A3 near Wisley in Surrey and carry out all associated works.

The Order permits Highways England to acquire, compulsorily or by agreement, land and rights in land and to use land for this purpose.

The Order also includes provisions in connection with the maintenance of the authorised development.

A copy of the plans, engineering drawings and sections, the book of reference, the environmental statement, the habitats regulations assessment, the Water Framework Directive assessment report, the statutory nuisance statement, the register of environmental actions and commitments and the outline CEMP mentioned in this Order and certified in accordance with article 46 (certification of documents, etc.) of this Order may be inspected free of charge during normal working hours at Highways England, Bridge House, 1 Walnut Tree Close, Guildford, Surrey GU1 4LZ.



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STATUTORY INSTRUMENTS

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**202[ ] No. 0000**

**INFRASTRUCTURE PLANNING**

The M25 Junction 10/A3 Wisley Interchange Development  
Consent Order 202[ ]

**BDB Pitmans LLP**  
**One Bartholomew Close, London EC1A 7BL**  
**Solicitors and Parliamentary Agents**  
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