

The A122 (Lower Thames Crossing) Development Consent Order

CAH3 – written submission of oral comments made at the hearings held 17 Oct 2023

1. Introduction

- 1.1. Set out below is the written submission of oral comments made by Gateley Hamer on behalf of Tarmac Building Products at the Compulsory Acquisition Hearing 3 (CAH3) dated 17 October 2023
- 1.2. Representing Tarmac Building Products (Tarmac) were Piers Collacott and James Dewey from Gateley Hamer.
- 1.3. We are not sure if the Examining Authority (ExA) have managed to inspect the Tarmac site, and they are certainly welcome to should they desire.

2. Site Details (move to slide 1 – Appendix One)

- 2.1. Tarmac's site consists of an 85 acre manufacturing site. The site is a major strategic concrete block manufacturing plant where Tarmac produce about 1.7 million blocks per month which are then nationally distributed for use in the construction industry. The site employs about 120 full time employees. There are two production factory buildings on site which can be in operation 24 / 7, depending on market demand. There are also various large stacking yards for raw materials, finished product and for damaged product to be stored ahead of crushing either recycled or landfilled. It is a busy site with manufacturing processes ongoing.
- 2.2. In the south-west corner of the site there is an authorised landfill for inert waste from site operations and which is also an Environment Agency Permit area that requires regular ground water monitoring.
- 2.3. There are two overhead power lines operated by UKPN and National Grid who both also have pylons on the Tarmac's site: UKPN have pylon numbers PAB18 and PAB19 and National Grid have pylon ZJ016.
- 2.4. Both UKPN and National Grid have rights, either through a wayleave or an easement, to enter the site for the purposes of installing, maintaining, repairing, renewing, inspecting, improving and removing the apparatus a copy of the wayleave/easement can be found at Appendix Two and Three.
- 2.5. The two network routes (PAB Route and ZJ Route) follow the wide blue corridors shown on the Land Plans.

3. Objections and Negotiations

- 3.1. The Scheme impacts on the operation of the Tarmac site in a number of ways and Tarmac has objected to the Compulsory Acquisition and Temporary Possession powers contained in the draft DCO for four principal reasons. The reasons, considering the compulsory acquisition tests i.e. need, minimum required, last resort, compelling case are as follows:

- 3.1.1 there is no clear justification for the imposition of new permanent rights to authorise the Applicant to access and carry out works to the UKPN and National Grid apparatus on Tarmac's site.
 - 3.1.2 the proposed routes are unnecessarily intrusive and potentially dangerous and the proposed temporary possession powers are also inconsistent with the proposed permanent rights.
 - 3.1.3 the compulsory acquisition and temporary possession powers in the landfill area will hinder Tarmac's ability to fulfil its Environmental Agency monitoring obligations.
 - 3.1.4 the compulsory acquisition and temporary possession powers in the landfill area will also hinder Tarmac's ability to fulfil its local authority land restoration planning obligations.
- 3.2. We deal with each in turn below.

First Objection

- 3.3. The proposed permanent rights which are represented by the wide blue corridors plus a short narrow spur immediately off the highway into the site, which are all shown on the Land Plans (move to slide 2 or 3 – Appendix One), are said to be required to enable the Applicant to undertake works to the overhead line network. In our opinion, the proposed permanent rights are unnecessary as there are alternative solutions and therefore the tests in respect of need are not met.
- 3.4. There are 2 x existing legal agreements that govern the apparatus and within the agreements there are rights for the operators to access, install, repair, maintain etc (for UKPN see Third Schedule, Clause 1 of Appendix Two and for National Grid see Clause 1 of Appendix Three) which encompasses all the works set out in the draft DCO at OH4 and OH5 relevant to pylon numbers PAB18 and PAB19 for the UKPN network and ZJ016 for the National Grid network.
- 3.5. The Applicant has advised that the powers are required because National Highways cannot compel the operators to undertake the works and therefore for the Applicant needs to secure the powers to do the works if UKPN or National Grid effectively decline to do them.
- 3.6. It is our view that if the Applicant is going to undertake works on UKPN and National Grid's apparatus, which we find to be highly unlikely, then there still remains alternative options to implementation of Compulsory Acquisition powers:
 - 3.6.1 Firstly, a binding assurance could be secured between the Applicant and the operators to confirm the operators will undertake the works pursuant to the existing wayleave and easement agreements, or
 - 3.6.2 Secondly, the Applicant and Tarmac enter into a temporary licence agreement to enable the Applicant to do the works. We can confirm that Tarmac would be prepared to enter into such an agreement but so far the Applicant has declined to enter into discussions on this basis.

- 3.7. It is unknown to us whether the first option has been pursued (there is a July 2023 agreement concerning UKPN which may or may not be relevant) but in regard to the second option we raised this on 29th June and are yet to receive a response.
- 3.8. Our view is that there have not been genuine attempts to consider alternative solutions and instead the Applicant appears to just want to rely on compulsory purchase powers rather than this being the method of last resort.
- 3.9. Furthermore, the acquisition of permanent rights goes beyond that which is required by the Applicant. Whilst it is understood that National Highways will, if agreement is not reached with the statutory undertakers, undertake the works, it is highly doubtful that National Highways will maintain the apparatus and network in the future – we are certainly not aware of National Highways maintaining UKPN or National Grid infrastructure. There is therefore no need for permanent rights when Tarmac is willing to offer temporary rights for the proposed works. In our opinion, the rights applied for in the draft DCO go beyond the requirements of National Highways.
- 3.10. As a final point, we would also like to point out that the approach with the proposed temporary rights, that I am about to come to, is inconsistent with the acquisition of the proposed permanent rights because the Applicant will not be able to access the blue land (the PAB Route and the ZJ Route) after completion of the proposed works as the majority of the access rights to this land are only temporary. It seems to follow that the Applicant is set to rely on the existing legal agreements (wayleave and/or easement) for the future access to the equipment so it is unclear why they are not relying on the existing agreements for the future maintenance etc already contained in the legal agreements.
- 3.11. It was highlighted in the hearing that the Applicant is proposing permanent rights over a short spur of the estate access road from Buckingham Hill Road, the purpose of which seems to be connected to accessing the National Grid apparatus, but this will also mean the Applicant has to remove vegetation in order to gain access.

Second Objection (move back to slide 2)

- 3.12. The proposed temporary rights shown by the narrow green corridor lines on the Land Plan (described as the spaghetti of access) are included to provide formal temporary access corridors to the on-site pylons but these are unnecessarily intrusive and also potentially dangerous to site employees and users of the routes.
- 3.13. Whilst these corridors might not be necessary as the existing legal agreements for the apparatus already include rights for access, it is accepted that formalising the arrangements on a temporary basis, subject to agreement over access routes, might be a sensible approach on the grounds of safety to both Tarmac employees and contractors.
- 3.14. In an effort to progress this matter, draft HOTs setting out alternative less intrusive and safer access routes were presented to the Applicant in June 2023, but these weren't returned until 3rd October.

- 3.15. This matter is therefore live and ongoing but with both sides seemingly willing to find agreement it cannot be said that negotiations have failed and therefore powers should not be confirmed until the negotiations to reach an amicable solution have been exhausted.

Third Objection

- 3.16. The proposed Compulsory Acquisition and Temporary Possession of land within the landfill area overlaps land that is subject to an EA Permit (there is a key down gradient monitoring borehole – BH2 – within the permanent acquisition land) and the powers interfere with Tarmac’s ability to monitor and surrender the permit in the future.
- 3.17. There have been a few meetings held between the Applicant and Tarmac’s technical permitting manager to seek to resolve the issues and at the last meeting on 25th September the Applicant presented updated and previously unseen text – Article 68 “Interface with waste operation permits” – which is being proposed to address Tarmac’s concerns.
- 3.18. There has not yet been sufficient time for a legal review of this Article as the Applicant has only just confirmed that it will give an undertaking for Tarmac to seek legal opinion on the adequacy of the mitigation measures offered. This seems to be moving in the right direction, but it is too soon to confirm whether Tarmac are comfortable with what is proposed. In other compulsory acquisition hearings, the ExA has expressed the shortness of time available to get matters which can be resolved, resolved. We feel that this is another example of the Applicant dealing with matters too late in the examination process and we currently have little confidence this will be resolved before the end of the examination.
- 3.19. As a follow on to this point, and on a similar basis, paragraph 15 of the Compulsory Acquisition guidance states that an applicant needs to show that the scheme will not be blocked by any need for planning permission or other consents or licences. We feel the Applicant has not been able to demonstrate this in respect of Tarmac’s planning and licence requirements, and indeed we are not even sure if the work has been done to properly analyse this so they cannot show that this test is met.
- 3.20. Finally, we would also like to point out that the Applicant has yet to make a private treaty offer to acquire any of the pink land which is not in accordance with Paragraph 25 of the Guidance. We feel that it should be possible to negotiate the price for the relevant plots of land on a subject to satisfactorily resolving issues concerning EA Permit basis.

Fourth Objection

- 3.21. The proposed Compulsory Acquisition and Temporary Possession of land within the landfill area also overlaps land that is subject to restoration as part of planning conditions and the powers interfere with Tarmac’s ability to restore within a specified timescale and this has potential to result in a planning condition breach.
- 3.22. There can’t be a compelling case in the public interest if in planning terms you do something unacceptable and therefore the use of compulsory purchase powers cannot be justified. This is similar to the point made by Mr Bedford in his representations on behalf of Whitecroft Care Homes.

- 3.23. To allow Tarmac to consider the impacts of the Compulsory Acquisition on the restoration programme and whether they are likely to breach planning conditions, technical 3D modelling data has been requested from the Applicant to understand the relative land heights at the interface between scheme land and retained land. The Applicant has not been able to provide this key information and it is not clear if such modelling data exists and as a result Tarmac has not been able to consider their options. If 3D modelling data has not been prepared, we do not understand how the Applicant can have assessed the impact on Tarmac's planning obligations and by extension how the ExA can be satisfied that any planning harm is justified.

4. Reliefs

First Objection

- 4.1. Tarmac would like to see the proposed new permanent rights in respect of the UKPN and National Grid network routes removed from the draft DCO, or a commitment from the Applicant not to serve notice in respect of this land, with the works undertaken either by the operators under their existing agreements or under a temporary licence agreement between the Applicant and Tarmac. The Applicant simply does not need the proposed permanent rights because it is inconceivable to think that National Highways will be responsible for maintaining UKPN's and National Grid's infrastructure after the relevant scheme works have been completed or indeed be able to access the apparatus as rights across the site are only temporary. The existing legal agreements provide such rights.

Second Objection

- 4.2. Tarmac would like to see the short narrow spur immediately off the highway into the site which is the subject of new permanent rights and all the other temporary access corridors removed from the draft DCO, or a commitment from the Applicant not to serve notice in respect of this land, and be replaced with a suitable voluntary agreement that will allow the Applicant, UKPN and National Grid to access the site as needed, on a temporary basis, but in a less intrusive and safer manner.

Third and Fourth Objections

- 4.3. Tarmac accepts that the Compulsory Acquisition and Temporary Possession land within this area is likely to be required for the scheme and is accepting of this, but:
- 4.4. In regard to the EA Permit area, it requests that sufficient time is given for detailed review of the recently provided Article 68 provisions to ensure it provides sufficient protection to Tarmac to allow them to fulfil their ongoing monitoring obligations and provides them with an ability to surrender the permit in the future. Compulsory acquisition powers should not be confirmed until this is satisfied.
- 4.5. Then, in regard to the Landfill area, it requests a 3D model of the scheme highway and embankment design in this area so it can consider relative land heights at the interface between the scheme land and their retained land. Without full analysis we do not understand how the Examining Authority can be satisfied that a planning breach is acceptable.

5. To Conclude

- 5.1. Tarmac has no in principle objection to the Lower Thames Crossing scheme, but strongly objects to the proposed permanent rights being sought by the Applicant. Tarmac are intent on reaching agreement with the Applicant to ensure that National Highways can deliver their scheme but based on temporary arrangements only.
- 5.2. Tarmac also object to the proposed Temporary Possession powers for the proposed access routes but do see the merit in formalising temporary access arrangement. Tarmac have recently received the Applicant's response and this is now under consideration. On the face of it, this matter does appear to be moving in the right direction and we are hopeful that a satisfactory resolution will be reached quite soon.
- 5.3. Tarmac's corporate image is very important to the business and breaching planning and EA Permit obligations is not a position they wish to find themselves in.
- 5.4. Tarmac have objected to the proposed Compulsory Acquisition and Temporary Possession powers in the landfill area as acquisitions interfere with Tarmac's ability to monitor in accordance with their EA Permit and may also impact their ability to surrender the permit in the future. The Applicant has recently presented an updated Article 68 in the draft DCO and Tarmac's solicitor will shortly be reviewing this to see if it offers the comfort needed.
- 5.5. The powers in the landfill area also overlap with Tarmac's planning obligations to restore the landfill land and a 3D scheme model has been requested which will allow Tarmac to consider their position further. The sooner this can be provided the better but compulsory acquisition powers in respect to this land should not be confirmed until tests can be satisfied.

6. Additional Questions and points raised During the Hearing

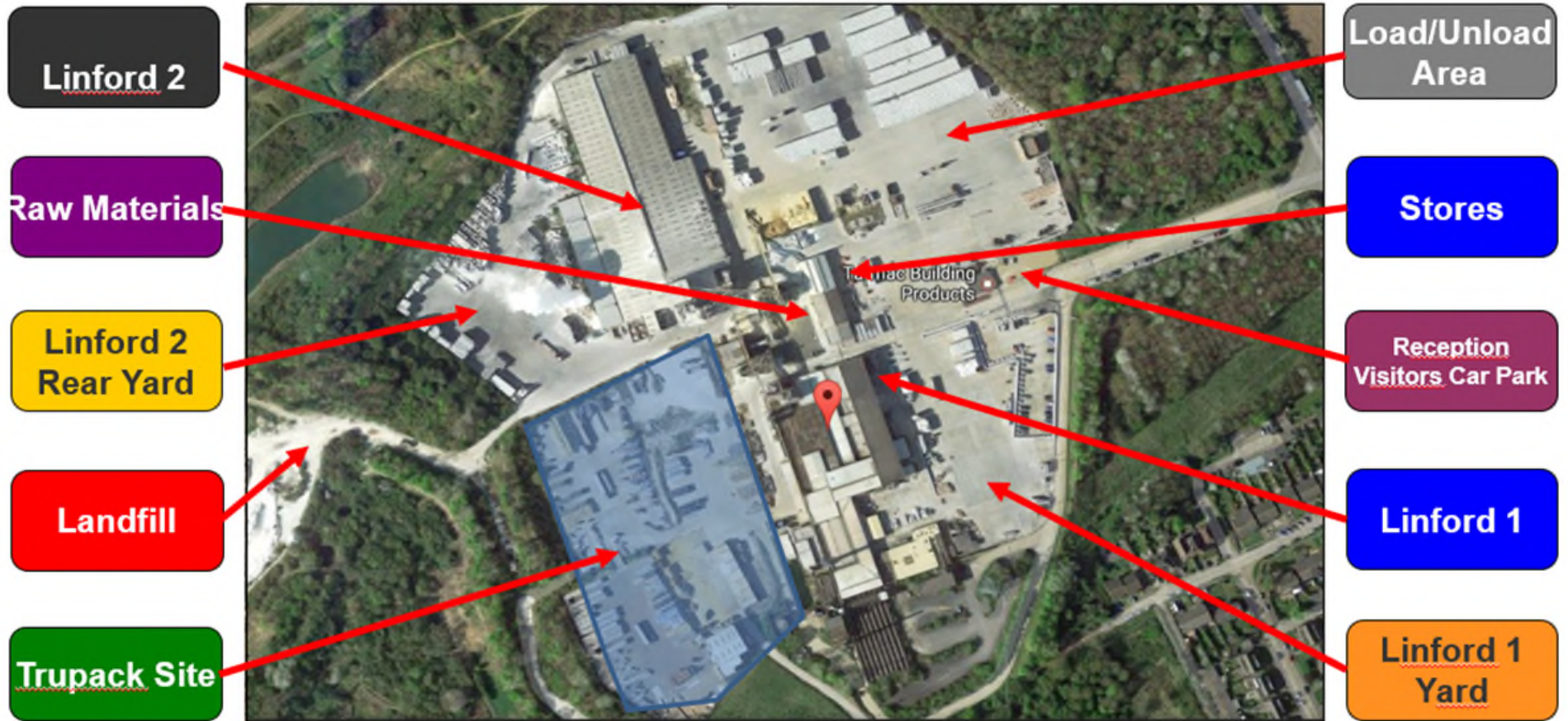
- 6.1. We have set out below details in respect of points raised during the hearing.
- 6.2. During the hearing the ExA asked about the health and safety concerns of the proposed temporary access routes. To elaborate on the response, Health and Safety (H&S) on an operational plant site is paramount. It is important that all those accessing the site comply with the H&S provisions in place. Of particular concern is that the routes as proposed include many blind corners across the site, which are often used by heavy construction vehicles. The routes as proposed increase a collision risk which may result in injury if not properly managed.
- 6.3. The ExA asked what difference the permanent rights would make in addition to the existing rights. We believe it is for the Applicant to demonstrate why the additional rights are required particularly when such rights already exist and critically, are not required for the delivery of the scheme. Tarmac is content to maintain the current position which enables both parties to co-exist. Tarmac is happy to enter into temporary arrangements to allow the Applicant, and its partners to enable the deliver the scheme but see no need for the proposed new permanent rights where these are covered by the existing agreements.
- 6.4. The Applicant sought to highlight Article 68 and other protections in the DCO in respect of the EA Permit and planning obligations. As set out above this is currently being considered but a much wider concern exists in relation to land outside the DCO which is retained by Tarmac

but linked to the permits and planning of the land inside the DCO. Tarmac is concerned they will be put in a position where they are in breach of Permit or planning obligations outside of the DCO boundary.

Appendix One

Oral Speak Notes - Slides

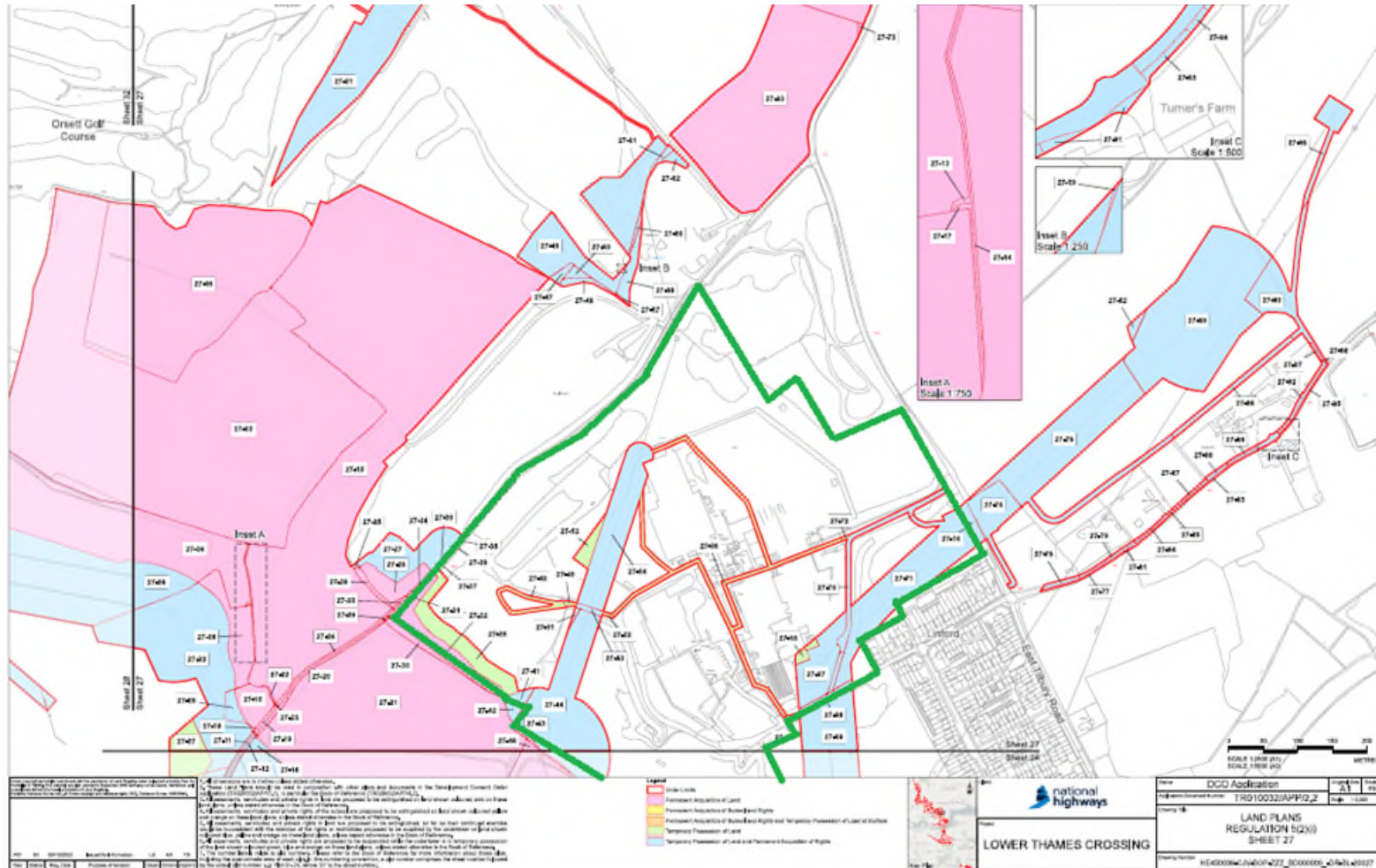
Tarmac Site Map



Tarmac Site with Pylon Positions

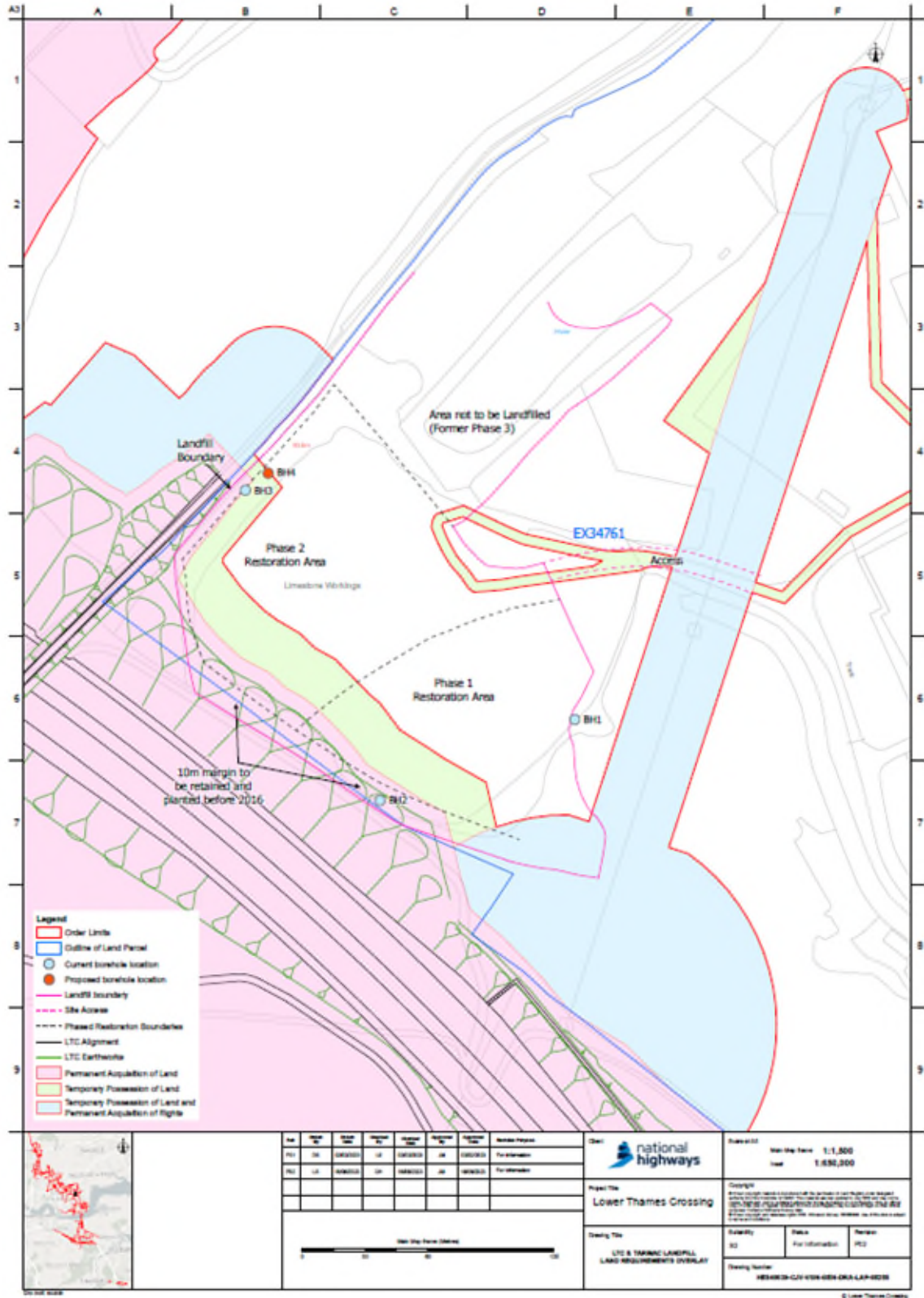


Land Plan (Sheet 27) with Tarmac's Indicative Boundary Overlaid



— Tarmac's indicative Boundary

Tarmac Landfill Area subject to EA Permit and Land Restoration



Appendix Two

UKPN Wayleave Agreement



OWNER'S CONSENT
(LINES WITH TOWERS)

PAB. 51D

To the Central Electricity Generating Board. Eastern Division,
West Farm Place, Cockfosters,
Barnet, Hertfordshire.

WE, HALL and CO. LIMITED.

of Victoria Wharf, Cherry Orchard Road, Croydon, Surrey,
by our Managing Director JOSEPH ROSLING HALL
(hereinafter referred to as "the Owner" which expression where the context so
admits includes the owner or owners for the time being of the property hereinafter
mentioned) being the Owner of the property situate in the Parish(es) of
Mucking in the County of Essex
and known as which said property is shown
on the plan annexed hereto and thereon coloured pink HEREBY CONSENT to the
Central Electricity Generating Board (hereinafter referred to as "the Board")
placing the electric line and works specified in the First Schedule hereto
(hereinafter together referred to as "the electric line") across the said property on
the route shown on the said plan upon the Board during the time the electric line
is placed across the said property paying to the Owner a yearly rent in accordance
with the Second Schedule hereto the said rent to be payable on the twenty fourth
day of June in each year the first payment being proportioned from
the date of commencing the placing of the electric line and subject to the
conditions specified in the Third Schedule hereto.

Dated this Thirty first day of March, 19 58

Witness:

Signature G.S. Smart, }
Address Hall & Co. Ltd., } J.R. Hall, Managing Director.
Croydon. } Signature of Owner.
Occupation Chartered Auctioneer & }
Estate Agent. }

The Central Electricity Generating Board agree to the conditions attached
to this consent.

Dated this Third day of April, 19 58

Witness:

Signature S.C. Green, }
Address [Redacted] } P.B.A. Nicoll.
Occupation [Redacted] } for the Central Electricity
Generating Board.

FIRST SCHEDULE

Six conductors for transmitting electricity, together with one earth
wire(s) and three tower(s) for supporting the same and the equipment required
by the Board in connection therewith.

SECOND SCHEDULE

For each tower with base dimensions over concrete at ground level of:—
Under 15ft. x 15ft. 2/6 per annum.
15ft. x 15ft. and over 5/- " "



OWNER'S CONSENT
(LINES WITH TOWERS)

THIRD SCHEDULE

1. The expression "the placing of the electric line" includes the placing user maintenance repair renewal inspection and removal of the electric line.

2. The Board may place the electric line subject to such reasonable additions thereto and such reasonable deviations from the route shown on the said plan as may be necessary or desirable. Provided that the conductors and earth wire(s) shall be so placed as to be inaccessible without the use of appliances from any part of the said property.

3. The Board shall comply with any Regulations made by the Minister of Power which may be applicable in relation to the electric line and are for the time being in force.

4. In addition to paying the yearly rent the Board shall:—

(a) If the existence of the electric line shall cause any interference with agricultural operations pay to the Owner or (if the Owner is not in occupation) to the Occupier compensation in respect thereof in accordance with the following scale:—

Towers with base dimensions over concrete at ground level of	Erected on	
	Arable land.	Cultivated grass land.
Less than 10ft. x 10ft.	9/6 per annum.	2/6 per annum.
10ft. x 10ft. but under 12ft. 6ins. x 12ft. 6ins.	12/- " "	2/6 " "
12ft. 6ins. x 12ft. 6ins. but under 15ft. x 15ft.	14/6 " "	2/6 " "
15ft. x 15ft. but under 17ft. 6ins. x 17ft. 6ins.	20/- " "	5/- " "
17ft. 6ins. x 17ft. 6ins. but under 20ft. x 20ft.	23/- " "	5/- " "
20ft. x 20ft. but under 25ft. x 25ft.	26/6 " "	5/- " "
25ft. x 25ft. but under 30ft. x 30ft.	31/6 " "	7/6 " "
30ft. x 30ft. but under 35ft. x 35ft.	36/6 " "	7/6 " "
35ft. x 35ft. and over	40/- " "	7/6 " "

(b) Pay to the Owner or Occupier as the case may be compensation for any loss sustained by him in consequence of any damage caused by the electric line or by the placing of the electric line to his land trees hedges fences buildings crops or property or shall make good such damage to his reasonable satisfaction.

(c) Keep the Owner indemnified against all actions claims costs and expenses which may be made against the Owner by reason of the placing of the electric line on the said property.

5. The Board upon giving to the Owner not less than seven days' previous notice in writing may remove the electric line or any part thereof and upon such removal or the expiration of twelve calendar months from the giving of such notice, whichever shall be the later, the payment of the said rent shall cease in respect of the electric line or of such part thereof as the case may be.

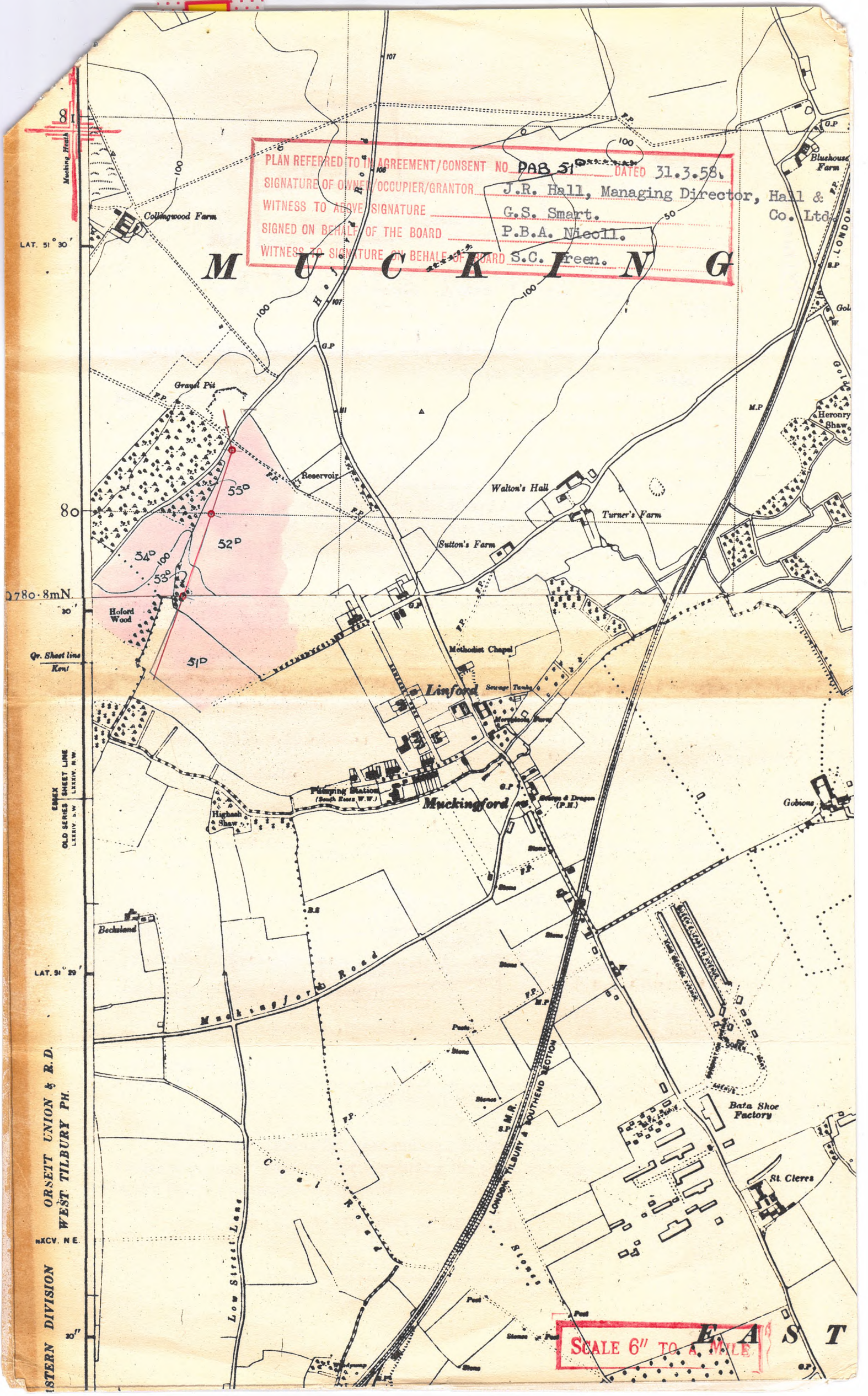
6. This consent may be terminated at any time by the Owner giving to the Board twelve calendar months' previous notice in writing, but such termination shall be without prejudice to any relevant statutory rights of the Board for the time being in force.

7. Any dispute or difference arising under this consent shall be referred to arbitration in the manner provided by the Arbitration Act, 1950, or any statutory amendment or enactment thereof.

SECOND SCHEDULE

**SIGN
HERE**

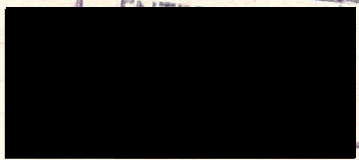
PLAN REFERRED TO IN AGREEMENT/CONSENT NO. DAB 51 DATED 31.3.58.
SIGNATURE OF OWNER/OCCUPIER/GRANTOR J.R. Hall, Managing Director, Hall & Co. Ltd.
WITNESS TO ABOVE SIGNATURE G.S. Smart.
SIGNED ON BEHALF OF THE BOARD P.B.A. Nicoll.
WITNESS TO SIGNATURE ON BEHALF OF BOARD S.C. Green.



Mucklingford
LAT. 51° 30'
0780-8mN
Gr. Sheet line
Kens
EMERY SERIES SHEET LINE
L1819 N.W. L1819 N.E.
LAT. 51° 20'
WESTERN DIVISION
ORSETT UNION & R.D.
WEST TILBURY PH.
KCV. N.E.

SCALE 6" TO A MILE

PROPERTY REGISTER.
ENTRY.



DATE
13/5/58.

PROPERTY REGISTER.
ENTRY.

ENTERED

DATE



HEBE
2011

Appendix Three

NGET Easement Agreement

These are the notes referred to on the following official copy

Title Number EX34761

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.

6965



H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 and 1936

<u>COUNTY OR COUNTY BOROUGH</u>	-	<u>ESSEX</u>
<u>PARISH OR PLACE</u>	-	<u>THURROCK</u>
<u>TITLE NUMBER</u>	-	<u>EX 34761</u>
<u>PROPERTY</u>	-	<u>LAND ON THE SOUTH EAST SIDE OF HOFORD ROAD</u>

T H I S D E E D O F G R A N T is made the *Twenty fifth* day of *August* One thousand nine hundred and sixty B E T W E E N HALL & CO. LIMITED whose registered office is situate at Victoria Wharf Cherry Orchard Road Croydon in the County of Surrey (hereinafter called "the Grantor" which expression where the context so admits shall be deemed to include its successors in title and assigns) of the one part and the CENTRAL ELECTRICITY GENERATING BOARD (hereinafter called "the Board") which expression where the context so admits shall be deemed to include their successors and assigns) of the other part

W H E R E A S the Grantor is seised for an estate in fee simple in possession free from incumbrances of the property hereinafter described and is the Registered Proprietor thereof at H.M. Land Registry under the title number above referred to

A N D W H E R E A S the rights and liberties hereinafter mentioned are required by the Board for the purposes of their functions

A N D W H E R E A S the Grantor has agreed to sell and the Board have agreed to purchase the said rights and liberties at the price of One hundred and fifteen pounds ten shillings

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

1. I N pursuance of the said agreement and in consideration of the sum of ONE HUNDRED AND FIFTEEN POUNDS TEN SHILLINGS paid by the Board to the Grantor (the receipt of which sum the Grantor hereby acknowledges) the Grantor as Beneficial Owner HEREBY GRANTS unto the Board FULL RIGHT AND LIBERTY for the Board to retain use maintain repair renew inspect and remove the electric lines and works specified in the Schedule hereto (together hereinafter referred to as "the electric lines") on and over the property situate at Thurrock in the County of Essex on the South East side of Hoford Road which said property is shown on the plan annexed hereto and thereon coloured pink and as incidental to the rights and liberties hereinbefore described FULL RIGHT AND LIBERTY for the Board at their own expense and in a proper and woodmanlike manner to fall or lop from time to time all trees and coppice wood now or hereafter standing on the said property which would if not felled or lopped obstruct or interfere with the construction maintenance or working of the electric lines and also FULL RIGHT AND LIBERTY for the Board and all persons authorised by them from time to time and at all reasonable times hereafter to enter upon the said property for all or any of the purposes aforesaid TO HOLD the rights and liberties hereby granted unto the Board in fee simple



(1) EX 34761 B

2. THE Board HEREBY COVENANT with the Grantor as follows :-

(a) that the erection of the electric lines shall be executed by the Board in accordance with the Regulations of the Minister of Power made or having force under section 60 of the Electricity Act 1947 applicable thereto for the time being in force

(b) that they will make good to the reasonable satisfaction of the Grantor any damage to the said property or to the buildings trees (other than trees which may be felled or lopped in the proper exercise of the rights and liberties hereby granted) hedges fences crops or livestock of the Grantor caused by the electric lines or by the erection of the electric lines If for any reason any such damage cannot be made good or if the Board so prefer they shall in lieu of making good such damage compensate the Grantor therefor

(c) that if required by the Grantor so to do they will remove from the said property all timber cordwood and brushwood felled or lopped in exercise of the rights and liberties hereby granted and leave the said property of the Grantor neat and tidy

(d) that they will keep the Grantor indemnified against all actions which may be brought and all claims and demands which may be made against the Grantor by reason of any default or negligence on the part of the Board in the erection of the electric lines or any failure to repair the same Provided that the Grantor shall as soon as practicable give notice in writing to the Board of any such action or claim brought made or threatened against the Grantor and shall not settle adjust or compromise such action or claim without the consent of the Board which shall not be unreasonably withheld

THE expression "the erection of the electric lines" herein used includes the retention user maintenance repair renewal inspection and removal of the electric lines

ANY dispute or difference arising under this clause shall be submitted to arbitration in manner provided by the Arbitration Act 1950 or any statutory modification thereof for the time being in force

3. THE Grantor with intent to bind the said property hereinbefore described into whosoever hands the same may come and for the benefit and protection of the Board's undertaking and the electric lines HEREBY COVENANTS with the Board that the Grantor and those deriving title under it will at all times hereafter observe and perform the following stipulations that is to say :-

(a) that no part of any dwellinghouse building or other erection which may at any time be upon the said property shall be so constructed or placed as to be within Twenty feet of the conductors mentioned in the Schedule hereto when the same are at maximum temperature and/or maximum swing or so as to encroach upon the foundations of the tower mentioned in the said Schedule and that no tree or coppice wood shall at any time hereafter be planted on the said property under the electric lines or within a distance of one hundred and ten feet on either side of the route of the electric lines

(2) EVS-761 B

(b) that the level of the ground will not in any manner whatsoever be raised above the level thereof existing at the date hereof so as to make the distance between the level of such ground and the lowest conductor at any point of the span less than twenty five feet at a temperature of One hundred and twenty two degrees Fahrenheit

(c) that in order to ensure the stability of the tower mentioned in the said Schedule no soil sand or gravel under and around the site of the said tower as shown in greater detail on drawing number ED51423 annexed hereto shall at any time hereafter be excavated for worked got carried away or left unsupported and the Grantor shall carry out any workings for soil sand or gravel on the said property in such a manner that a slope having an angle of Forty five degrees as shown on the said drawing number ED 51423 is left undisturbed on all sides of the said tower

(d) that as and when mineral workings have been carried out around the said tower the Grantor will take all necessary measures and execute all necessary works to the satisfaction of the Board to ensure that suitable access for approach on foot and by vehicular traffic to the said tower over dry land is always preserved

(e) that no excavator or machinery or plant of any description other than such on which a person may require to stand shall be allowed to approach within a distance of eighteen feet from the electric lines and no excavator or machinery or plant of any description which is so constructed as to permit a person to stand on the apex thereof shall be allowed to approach within a distance of Twenty feet from the electric lines

4. THERE shall be deemed to be incorporated in this Grant covenants by the Grantor with the Board for title and further assurance in respect of the rights and liberties hereinbefore granted to the same effect as the covenants referred to in Section 76(i)(a) of the Law of Property Act 1925

5. THE written Consent dated the Twenty ninth day of July One thousand nine hundred and fifty seven to the placing of the electric lines over the property hereinbefore described given to the Central Electricity Authority by the Grantor is hereby determined as from the date hereof and the electric lines shall be deemed to have been erected pursuant to these presents and not pursuant to the said written Consent

6. THE parties hereto hereby apply to the Chief Land Registrar to enter upon the Land Registry the rights and liberties hereby granted and such of the said covenants as shall be capable of registration

7. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Three thousand five hundred pounds

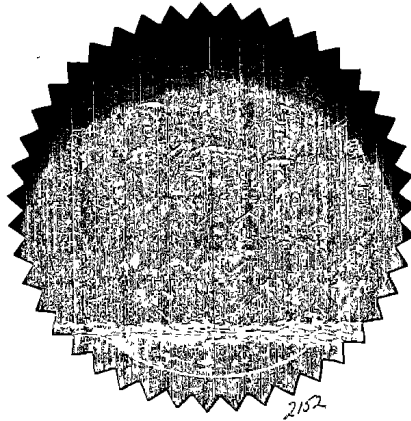
IN WITNESS whereof the Grantor and the Board have caused their respective Common Seals to be hereunto affixed the day and year first before written

(3) EX 34761 B

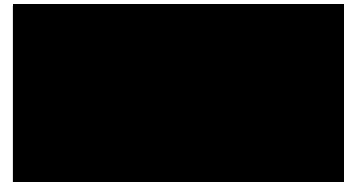
THE SCHEDULE before referred to

SIX twin conductors for transmitting electricity by three-phase current at a frequency of Fifty cycles per second and at a pressure of not exceeding 380,000 volts together with an earth wire and one tower for supporting the same and the equipment required by the Board in connection therewith the said conductors and tower being erected in the position approximately indicated by a red line and a red circle respectively on the said plan attached hereto

(THE COMMON SEAL of the Central Electricity
Generating Board is hereunto affixed and
is authenticated by :-



A Member of the Board

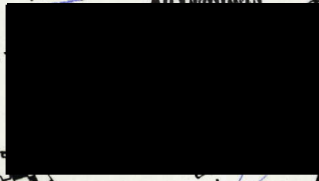


Secretary

(4) EX 34761 B

SCALE 6 1/2" TO A MILE

CENTRAL ELECTRICITY GENERATING BOARD
SECRETARY



M U K I N G
G



H.M. LAND REGISTRY
PLAN 137
of PLAN to DEED
dated 25.8.1960
EX 34761 B



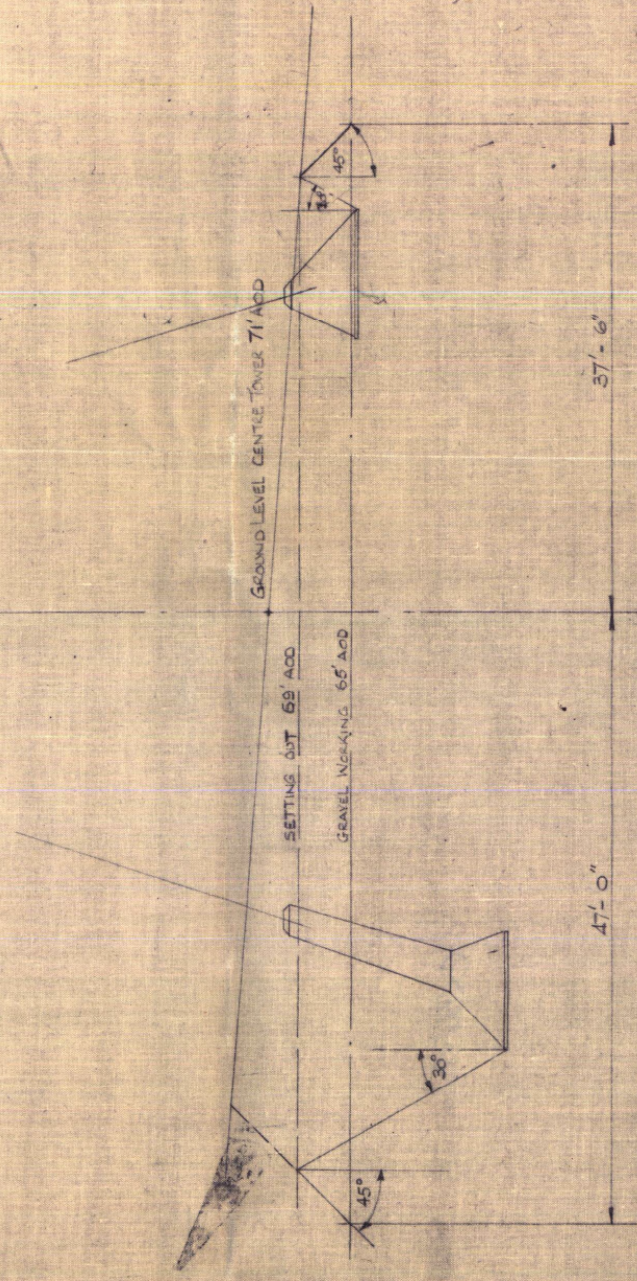
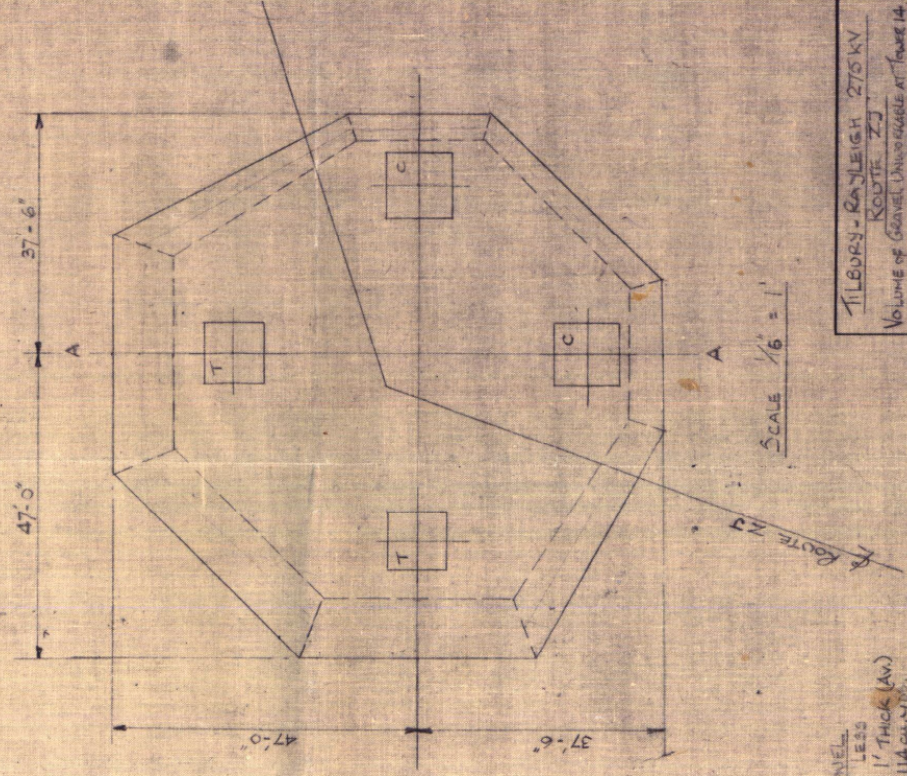


M 137 **PLAN 2**
H.M. LAND REGISTRY
 PHOTOGRAPHIC COPY
 of PLAN to DEED
 dated 25-8-1960
 E 34761 B



CENTRAL ELECTRICITY GENERATING BOARD

D80°



APPROXIMATE VOLUME OF GRAVEL
 UNNECESSARY = 980 CU. YDS. LESS
 OVERBURDEN 1" THICK (AV.)
 ESTIMATED AT 114 CU. YDS.
 = 866 CU. YDS.

TILBURY-RANLEIGH 275KV
 ROUTE 23
 VOLUME OF GRAVEL UNNECESSARY AT TOWER 14
 SCALE: 1/8" = 1'

DRG. No. ED51423

DRAWN	K.A.K.	3.5.57
TRACED		
CHECKED		