

Reference number: TR010032
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Mr Bartkowiak (Case Manager)
The Planning Inspectorate
National Infrastructure Planning
Temple Quay House
2 The Square
Bristol
BS1 6PN

A122 Lower Thames Crossing
National Highways
Woodlands
Manton Lane
Bedford
MK41 7LW

National Highways Customer Contact
Centre: 0300 123 5000

29 May 2024

Dear Mr Bartkowiak

A122 Lower Thames Crossing (Reference Number TR010032)

1 Response to Secretary of State letter from 21 May 2024

1.1 The Applicant is responding to the letter from the Secretary of State published on the 21 May 2024 requesting an update on a number of matters.

2 Rest and Service Area Provision

2.1 It states within the Secretary of State's letter of 21 May 2024 that:

The Secretary of State notes that the Cobham Rest and Service Area (RASA) will be removed as part of the scheme, and the matters raised on this issue in the Statements of Common Ground between the Applicant and Thurrock Council and Kent County Council respectively.

The Secretary of State requests the Applicant provides further information on the impacts of the removal of the RASA from the proposed DCO; what mitigation, if any, is proposed to address these impacts; and compliance with the DfT Circular 01/2022.

2.2 The Applicant provides a response to the above Secretary of State's request in Annex A of this letter.

3 Crown Land Consents – HS1 Ltd

3.1 It states within the Secretary of State's letter of 21 May 2024 that:

The Secretary of State notes the response from the Applicant to the Secretary of State's second consultation letter, dated 19 April 2024, regarding Crown land consents relating to the land owned by the Secretary of State for Transport and is the operational land for HS1.

The Applicant has set out that progress had been made on resolving the outstanding issues and hopes these can be resolved before the statutory deadline for a decision on the DCO application, although this cannot be

guaranteed. The Applicant has set out an alternative option if an agreement is not reached. However, the Secretary of State does not agree that this complies with section 135 of the Planning Act 2008. The Secretary of State considers that he requires evidence that consent has been granted in relation to the acquisition of Crown Land before such land can be included in a DCO.

The Secretary of State therefore requests the Applicant and the Estates team within the Department for Transport further consider this issue and outline their proposals if agreement cannot be reached by the statutory deadline of 20 June.

3.2 The Applicant is continuing to hold discussions with HS1 Ltd and the Department for Transport to seek consent under section 135 of the Planning Act 2008 for the land for which HS1 holds an interest. As set out in the Applicant's letter of the 23 May 2024, an extension to the 7 June is sought for this response.

3.3 As set out in the Applicant's submission of 9 May 2024, the land over which consent is sought is essential to the project. Noting the Secretary of State's consideration of the proposed alternative approach set out in the Applicant's letter of 9 May 2024 (at paragraph 1.2.8), the Applicant considers that given the necessity that this land be included, appropriate consent under section 135 must be in place for the Order to be made.

4 Crown Land Consents – The Crown Estate and Duchy of Lancaster

4.1 It states within the Secretary of State's letter of 21 May 2024 that:

The Secretary of State notes the response from the Applicant to the Secretary of State's first consultation letter, dated 28 March 2024, regarding Crown land consents relating to the land owned by the Crown Estate and Duchy of Lancaster. The Applicant set out its position, but no response was received from the Crown Estate and Duchy of Lancaster.

The Secretary of State further consulted on this issue in its second consultation letter, dated 19 April 2024, however, no response was received from the Crown Estate and Duchy of Lancaster.

The Secretary of State, therefore, requests that the Applicant provides evidence of a final confirmation of the positions between the Applicant and the Crown Estate and Duchy of Lancaster respectively.

4.2 In relation to the Duchy of Lancaster, the Applicant's response dated 11 April 2024 confirmed that the relevant interest was not considered by the Duchy of Lancaster to be bona vacantia. This obviates the need for any consent from the Duchy of Lancaster under section 135 of the Planning Act 2008. The Applicant provides evidence in the form of a letter dated 13 March 2024 from the Duchy of Lancaster's solicitors Farrer & Co, which is included at Annex B of this letter.

Farrer & Co have consented to the submission of this letter to the Secretary of State.

4.3 In relation to the Crown Estate, the Applicant's latest understanding of the situation is as follows:

- a. In the Applicant's response dated 11 April 2024, it was stated that "The Applicant has identified that the interest relating to Ashdown Minerals Limited (a dissolved company, and therefore reverting to the Crown Estate) has been removed from the Title Register of the affected land. The Applicant therefore understands the Crown Estate no longer holds a subsisting and enforceable interest in respect of that land."
- b. Further enquiry has identified that the above statement contained an error, namely that Ashdown Minerals Limited's interest remains on the title register. A copy of the registered title is included at Annex C of this letter. The relevant interest is referred to at paragraph 9 of the charges register (part C).
- c. Paragraph 9 of the charges register refers to a legal agreement dated 16 November 1992 between (1) Thurrock Borough Council (2) National Power PLC and (3) Ashdown Minerals Limited. The agreement was made under (inter alia) section 106 of the Town and Country Planning Act 1990. The relevant interest is stated as relating to "*access and egress of lorries in connection with a coal washing and processing facility and associated works*".
- d. The Crown Estate has advised the Applicant that in order to determine whether any beneficial asset arises from the section 106 agreement dated 16 November 1992 it would need to see a copy of that agreement.
- e. HM Land Registry do not hold a copy of the agreement. Similarly, the Applicant understands that the current freehold owner of the land, Port of Tilbury London Limited, were not able to obtain a copy of the agreement when it acquired the site. To date therefore, the Applicant has not been able to locate the section 106 agreement.
- f. Port of Tilbury London Limited has advised the Applicant that, in its view, Ashdown Minerals Limited does not retain an occupational or other interest in the site. It reached this conclusion following the due diligence it undertook when acquiring the site, including local authority searches which, the Port advises, did not contain a record of the section 106 agreement. The Port has therefore concluded that the agreement is not current.

- g. In this regard the Applicant notes that the section 106 agreement was made at a point in time when a functioning coal-fired power station was in operation. The power station has now ceased to operate and been demolished. Accordingly the Applicant understands that the coal washing facility referred to in the section 106 agreement is no longer used.
- h. A finding that any relevant interest Ashdown Minerals Limited once held is no longer current, would support a conclusion that no consent under section 135 is required from the Crown Estate.

5 Article 8 (Consent to transfer benefit of Order)

5.1 It states within the Secretary of State's letter of 21 May 2024 that:

The Secretary of State notes the inclusion of article 8 within the Draft Development Consent Order, which sets out the bodies who would be transferred or granted, any or all of the provisions in respect of works relating to their undertaking as part of the Proposed Development.

The Secretary of State notes the application given by the Applicant in its Explanatory Memorandum but requests the Applicant to amend the Draft Development Consent to identify and set out the Work Nos. that are being undertaken by each of the bodies outlined in article 8.

5.2 In accordance with this request, the Applicant has made a revision to the Draft Development Consent Order to identify and set out the Work Nos. that are being undertaken by each of the bodies outlined in article 8. A clean and tracked changes version of the draft Development Consent Order [**3.1 draft Development Consent Order (rev 16.0)**] are included with this submission.

5.3 By way of explanation, the work numbers referenced in Article 8 relate to those works where the relevant bodies may be transferred the benefit of the provisions. The Applicant has also inserted a new provision (article 8(9)) which confirms that the works number references are to be construed to include the ancillary works. The Applicant considers this necessary as the ancillary works necessarily include works which are carried out in connection with the numbered works. In addition, the justification provided in paragraph 5.42 of the Explanatory Memorandum continues to apply. In particular, some utilities works will be carried out under the "lettered" works in Schedule 1 to the Order, rather than specific numbered works. It is therefore necessary to include ancillary works in the scope of the exemption from a requirement for consent under article 8(5).

5.5 Whilst the Applicant has amended the dDCO in accordance with the Secretary of State's letter, the Applicant would note that the approach of not providing an itemised list of works is now heavily preceded in a number of the most recent DCOs (see, for example, article 7(7) of the National Grid (Yorkshire Green Energy Enablement Project) Development Consent Order 2024, article 7(4) of the Slough Multifuel Extension Order 2023, and article 7(3)(a) of the Drax Power Station Bioenergy with Carbon Capture and Storage Extension Order 2024). The Applicant emphasises that the provision has been tightly drafted to exclude the liability for compensation in relation to compulsory acquisition. The Applicant therefore requests that its initial drafting, without an itemised list of works numbers, or at minimum the approach of including article 8(9) is adopted given the scale and range of potential utilities works. The Applicant's initial approach (and its proposed drafting under article 8(9)) ensures that the Department for Transport is not inundated with requests under article 8, which may have the potential of delaying the construction and completion of works.

Yours sincerely

Dr Tim Wright

Head of Consents – Lower Thames Crossing

Annex A: Rest and Service Area Provision

A.1 Introduction

A.1.1 The Secretary of State's letter from the 21 May 2024 sets out:

The Secretary of State notes that the Cobham Rest and Service Area (RASA) will be removed as part of the scheme, and the matters raised on this issue in the Statements of Common Ground between the Applicant and Thurrock Council and Kent County Council respectively. The Secretary of State requests the Applicant provides further information on the impacts of the removal of the RASA from the proposed DCO; what mitigation, if any, is proposed to address these impacts; and compliance with the DfT Circular 01/2022.

A.2 Consideration of the removal of Cobham Rest and Service Area

- A.2.1 The Applicant proposes to remove the existing Cobham Rest and Service Area (RASA), which serves westbound traffic on the A2 (the eastbound RASA at this location closed in circa 2008). The land is required for construction of the new A2 link roads as well as other highways and utilities works, that are fundamental to the delivery of the Project – see Figure 1 below. The existing Cobham RASA comprises facilities for westbound traffic only, including 16 pumps for refuelling (4 of which are dedicated to HGV's), a small shop, customer toilets, and parking for around 10 HGV's.
- A.2.2 The Applicant has set out the impacts of removing the Cobham RASA within the Population and Human Health chapter of the Environmental Statement [[APP-151](#)]. The Applicant identified in Para 13.6.102 that the loss of the business comprising Cobham Service Station (A2 Westbound ESSO) would have an impact which would result in a moderate adverse significance effect.
- A.2.3 Department for Transport Circular 01/2022, Strategic road network and the delivery of sustainable development (DfT Circular 01/2022), sets out guidelines on the provision of roadside facilities. Paragraph 8 of DfT Circular 01/2022 acknowledges that its policies may be considered important and relevant to decisions on nationally significant infrastructure projects (NSIPs) in the absence of a stated position in the relevant national policy statement. The National Policy Statement for National Networks (Department for Transport, 2014), which has effect for the purposes of the A122 Lower Thames Crossing (the Project), provides policies in relation safety at paragraphs 4.60 to 4.66. The Applicant

has shown compliance with these policies, setting out the accordance within the Planning Statement [REP9-215].

Figure 1 – Aerial view of existing Cobham Rest and Service Area (westbound only)



A.2.4 Paragraphs 71 to 73 of the DfT Circular 01/2022 set out important context for the provision of roadside facilities, stating that *it is for the private sector to promote roadside facilities, although there may be a role for the company and local highway authorities to provide these where a need arises*. The role of National Highways is to ensure that such facilities, promoted through the planning system, meet minimum requirements and can be accessed safely. Roadside facilities perform an important safety function by providing opportunities for the travelling public to stop and take a break during their journey. It is therefore not the responsibility of National Highways to bring forward proposals for roadside facilities or to provide consent for such facilities, but rather as a statutory consultee to provide advice on compliance with the guidance such that the planning authority can make the final planning determination.

A.2.5 Paragraphs 74 to 76 of the DfT Circular 01/2022 provide guidance on the spacing of general purpose facilities, intended for use by the travelling public to stop and take a break during their journey. Paragraph 76 advises that the *“the*

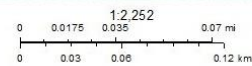
maximum distance between signed services on APTRs should be the equivalent of 30 minutes driving time. On motorways, with a speed limit of 70mph, that driving time equates to 28 miles, and as the national speed limit applies to this section of the A2, a similar frequency would be indicated by guidance at this location. On the A2 / M2, there are roadside facilities located to the east, at Moto Medway (Farthing Corner), located between junctions 4 and 5 on the M2 (see Figure 2 below), and to the west at Tollgate services, near Tollgate Interchange (see Figure 3 below). Both of these provide refuelling, toilets, small shops and places to eat. In the westbound direction, the removal of Cobham RASA increases the travel distance between facilities, the distance between Moto Medway and Tollgate services being 14.6 miles.

Figure 2 – Aerial view of existing Moto Medway Rest and Service Area



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- | | | |
|-------------------------|--------------------------------|-------------------------------|
| — Earthworks | — Road Markings (Solid) | — NMU Route |
| — Alignment | S02 - LTC A2 Junction (DR3.3C) | — Earthworks |
| — NMU Route | — Alignment | — Road Markings (Solid) |
| — Road Markings (Solid) | — NMU Route | S03 - Gravesend Link (DR3.3C) |
| | | — Earthworks |
| | | — Alignment |



National Highways
All rights reserved @ Lower Thames Crossing

Figure 3 – Aerial view of existing Tollgate Rest and Service Area



A.2.6

It is important to note that paragraph 75 makes clear that “*the timing is not prescriptive as travel between services may take longer on congested parts of the SRN*”, and that paragraph 78 refers to “*recommended*” distances. The Secretary of State for Housing, Communities and Local Government, considered this point in relation to the preceding guidance (The Strategic Road Network And The Delivery Of Sustainable Development, Department for Transport Circular 02/2013), in an appeal decision concerning the provision of a roadside facility on the A1M. In that decision, that Secretary of State stated “*the distance between [Motorway Service Areas] MSAs is recommended rather than mandatory, and that a distance of an additional 1 to 3 miles would be unlikely to add significantly to the drive time between MSAs (IR222). The Secretary of State also notes that each of the identified excessive distances include stretches of trunk road that include signed services, and agrees with the Inspector that while the signed services do not provide all the services required for an MSA, they do make a positive contribution to the safety and well-being of the travelling public*” (Decision letter [APP/F4410/W/18/3197290](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/815119/19-07-08_DL_IR_J37_3197290.pdf))¹. The Applicant therefore considers that the provision, comprising Tollgate services and Moto

1

https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/815119/19-07-08_DL_IR_J37_3197290.pdf

Medway, are compliant with the intent of the guidance set out at paragraphs 74 to 76 of DfT Circular 01/2022.

- A.2.7 Paragraphs 79 to 81 of the DfT Circular 01/2022 address the spacing of freight facilities, noting that *“Drivers of many heavy goods and public service vehicles are subject to a regime of statutory breaks and other working time restrictions, such that roadside facilities are critical enablers of compliance with such requirements”*. Paragraph 81 states that *“In areas where there is an identified need, the company will work with relevant local planning authorities to ensure that local plan allocations and planning application decisions address the shortage of HGV parking on or near to the SRN”*. Footnote 26 then indicates that the areas of identified need are *“informed by regular updates to the Department for Transport’s National Lorry Parking Survey and demand assessments undertaken by the company”*. Paragraph 81 then advises that in areas of identified need *“the maximum distance between APTR facilities providing HGV parking (being service areas or truckstops) should be the equivalent of 20 minutes driving time”*, or for motorway facilities, *“should be no more than 14 miles”*.
- A.2.8 In the Statement of Common Ground between National Highways and Kent County Council, at item 2.1.15 [\[REP9A-052\]](#), Kent County Council state *“Kent County Council considers that Kent has a lack of official lorry parking facilities and the loss of the Cobham/Watling Street RASA will increase the deficit of lorry parking spaces within the area, and that the LTC Project should be responsible for replacing the spaces removed by the Project”*.
- A.2.9 The latest national survey of lorry parking was undertaken in 2022 (Reported in the [National survey of lorry parking – Part one Report for the March 2022 national overnight audit](#), Department for Transport, 2022 and [National survey of lorry parking 2022 – Part two](#), Department for Transport, 2023). These reports do not specifically set out areas of identified need, however Part one (section 5.3) identifies that the south east, the region within which Cobham RASA and the southern connection onto the A122 Lower Thames Crossing is located, is at critical utilisation levels for MSAs (98 per cent) and independent truckstops (93 per cent), with trunk road service areas practically at critical utilisation levels at 84 per cent. Table 5-12 of Part one of the report identifies that the south east region had 1132 excess vehicles during the audit. The [Route Strategy Initial Overview Report: Kent Corridors to M25](#) (National Highways, 2023) confirms that *“Issues identified relating to lorry parking include a shortage of between 1,000 and 1,200 heavy goods vehicle (HGV) parking spaces in Kent”*. The Route Strategy Initial Overview Report also references the 2017 [National Survey of Lorry Parking](#) (Department for Transport, 2017) stating that *“The report highlights that additional parking capacity is required in the following areas or at existing facilities within Kent: Gravesend or Cobham, Lydden,*

Northeast Maidstone, Sevenoaks (M25/ M26), Ashford and Stop 24 Folkestone". The Applicant considers that this indicates that this is an area of identified need.

- A.2.10 There is HGV parking provision at Moto Medway, but no provision at Tollgate Service Station. The nearest HGV parking provision west of Cobham RASA is located on the Swanscombe peninsula, approximately 20 miles west of Moto Medway and 2.4 miles from the A2². Considering the needs of an HGV driver, travelling westbound along the A2, in the absence of Cobham RASA the driver is likely to make use of the extensive provision at Moto Medway stopping their journey a few minutes earlier, or if they determine they have sufficient time prior to a statutory break, they can otherwise continue to the facilities on the Swanscombe peninsula, taking a rest there before they then continue towards London. There will be no change for HGV (or other) drivers travelling eastbound, as there is no provision in the Cobham area.
- A.2.11 While the distance between these two facilities is greater than the 14 miles referenced in paragraph 81 of the DfT Circular 01/2022, though not excessively so, the Applicant recognises that there is a need for more HGV parking provision and the loss of Cobham RASA will result in a reduction in that provision.
- A.2.12 The Applicant considers that the following considerations need to be taken into account in balancing the loss of the Cobham RASA:
- a. Need for the Lower Thames Crossing – the Applicant has set out in the Planning Statement [[REP9-215](#)], that there is a clear and compelling need for the A122 Lower Thames Crossing, and that its delivery would result in substantial public benefit. These benefits include the provision of new, free-flowing, strategic connections across the River Thames, as well as relief to existing routes. These improvement to strategic routes are critical for the efficient movement of HGVs through the region.
 - b. The lack of available highways layout alternatives – there is no alternative solution that would provide the connectivity necessary in the area while avoiding the need to remove Cobham RASA. The need for the local connectivity in this area that led to the road layout, including the conflict with Cobham RASA, was considered during the examination, with a particular response from Gravesham Borough Council (see line 24 page 41 to line 20 page 42 of the Transcript of ISH3 [[EV-041f](#)]).

² The Applicant used the same criteria to identify roadside facilities as set out in section 2.3.1 of in the [National survey of lorry parking – Part one Report for the March 2022 national overnight audit](#) (Department for Transport, 2022)

- c. Limited impact – Cobham RASA provides a capacity of up to 10 HGV parking spaces. During the 2022 audit, there were 1132 excess vehicles identified in the region, much of which demand is associated with the routes from the Kent ports. As such, the Cobham RASA provision is small with regard to the wider need.
- d. As the Applicant set out above and in Appendix I of the Applicant’s Responses to the Examining Authority’s ExQ1 [REP6-116], the Applicant does not establish or operate service stations, and this is a matter for the roadside service facility operators. Nevertheless, in recognition of the need for roadside facilities in this area, the National Highways is working separately to the development of the A122 Lower Thames Crossing with other stakeholders to address this need (see Section A.4 below).

A.2.13 For completeness, the Applicant would note that as the Lower Thames Crossing can operate safely without the provision of a new rest and services area, it is not clear whether a new rest and services area could be considered to be “associated development” for the purposes of section 115 of the Planning Act 2008. In particular, the guidance on associated development makes clear that there must be “...*a direct relationship between associated development and the principal development*”. As set out below in Section A.3, the Applicant previously considered the provision of a RASA as part of the proposals. The Applicant concluded that the provision was not necessary for the Project to operate safely, and that as a consequence it was not considered appropriate in these circumstances to include the RASA.

A.3 The Tilbury Rest and Service Area

A.3.1 The Applicant understands that the Secretary of State’s queries in relation to the RASA relate to Cobham. However, for completeness and to assist, the Applicant has provided information below on the removal of the Tilbury RASA, which formed part of the Project at an earlier stage, but was removed during the pre-application process.

A.3.2 In particular, in 2018, at the Statutory Consultation, the Applicant proposed the inclusion of a RASA in the Tilbury area (Tilbury RASA). Following that consultation, the proposed facility was removed from the application, for reasons set out in in the Consultation Report (Part 2 of 6) at code RF1 [APP-065]. In short, the Applicant concluded that a new RASA would not be required to ensure the safe operation of the road network. This removal also reduced the impacts on the environment, including the Green Belt and countryside, and was supported by Thurrock Council. The Council objected to the RASA proposal on the grounds that it was “*located on land that has been put forward through the Borough’s ‘Call for Sites’ for housing at East Tilbury. This potentially affects the*

Borough's ability to deliver its development needs [...] and is therefore contrary to Test 2 (Sustainable local development)”³.

- A.3.3 In the Statement of Common Ground between National Highways and Thurrock Council [[REP9A-044](#)], at issue 2.1.95 Thurrock Council state “*The Council request National Highways to confirm if they propose to adhere to the spacing of non-emergency stopping areas within its network, once the Project is constructed and if so, the Council would like confirmation of these spacings. This matter relates to non-emergency stopping areas and the Council requires NH to provide the reasoning for not having a published strategy for adequate rest and waiting areas on the SRN in this region which could result in drivers leaving LTC to seek facilities with Thurrock for rest or refuelling (including charging) that will impact on the local network and facilities*”.
- A.3.4 Reviewing the [National survey of lorry parking – Part one Report for the March 2022 national overnight audit](#) (Department for Transport, 2022) the section of the A122 Lower Thames Crossing north of the River Thames sits within the East of England region, also noted for its high utilisation of HGV parking facilities, and as reported in Table 5-5 of the report, during the audit, 721 excess vehicles were identified. The [Route Strategy Initial Overview Report: East of England](#) (National Highways, 2023) references the 2017 [National Survey of Lorry Parking](#) (Department for Transport, 2017) stating that “*lorry parking in the East of England is currently “critical”*”. As stated above, the Applicant concluded that a new RASA would not be required to ensure the safe operation of the road network, however the Applicant also acknowledges that there is need in the region. National Highways is working separately to the development of the A122 Lower Thames Crossing with other stakeholders to address this need (see Section A.4).
- A.3.5 For non-freight users there is a currently a distance in excess of 28 miles or 30 minutes driving for vehicles that have used the Dartford Crossing heading north, after Thurrock Services in Grays. As things stand today, drivers using the A122 Lower Thames Crossing would similarly need to travel for longer than the recommended interval between roadside facilities. The Applicant sets out below in section A.4 the work that is being undertaken across the region to improve the provision and frequency of roadside facilities.

³ See 5.4.2 of [Lower Thames Crossing – Review of Statutory Consultation Documents - Thurrock Council Document Reference – Appendix A](#) (Peter Brett on behalf of Thurrock Council, 2019)

A.4 Consideration of roadside facilities across the network by National Highways

- A.4.1 The Applicant has set out how, separate from but in parallel with the development of the A122 Lower Thames Crossing, National Highways is reviewing the provision of roadside service facilities in the Consultation Report (Part 2 of 6) at code RF1 [[APP-065](#)]. National Highways has formed a Road Side Facility (RSF) Working Group, working with RSF operators to establish a new RSF facility. Since that information was set out by the Applicant in 2022, Moto have held a consultation on a possible facility on the M25, between junctions 27 and 28 (<https://consultwithyou.co.uk/moto/brentwood/home>). The developers of this proposal submitted an Environmental Impact Assessment scoping request in May 2024 ([24/00551/EIASO](#) Environmental Impact Assessment – Scoping request for a proposed development comprising a new dual site motorway service area - Priors Golf Club Horseman Side Navestock Essex CM14 5ST). If proposals for this new service meet the requirements of DfT Circular 01/2022 and consent is granted by the planning authority, this motorway service area would benefit M25 users soon and LTC users in the future.
- A.4.2 In addition, as part of its functions, and its duty in accordance with the Circular to encourage roadside facilities being brought forward by others, the Applicant has made provision as part of its National Highways Users and Communities Designated Fund⁴. This fund sits outside of the Project, but makes provision for National Highways to provide funding to stakeholders. This provision includes the establishment of the Lorry Parking Facilities Improvements Scheme, a £20 million fund, that contributes up to 50% of the capital cost of schemes to improve lorry⁵ parking facilities used by heavy goods vehicle drivers. This fund sits alongside broader Government initiatives to encourage the delivery of new roadside facilities.⁶

⁴ More information on Designated Funds, and the particular provision for freight is set out in the [Designated Funds Plan 2020 – 2025](#) (Highways England, 2020)

⁵ <https://find-government-grants.service.gov.uk/grants/national-highways-lorry-parking-facilities-improvements-scheme-1>

⁶ <https://www.gov.uk/government/publications/hgv-parking-and-driver-welfare-grant-scheme-guidance-for-applicants>

Annex B Crown Land Consents – Duchy of Lancaster

FARRER & Co

BDB Pitmans
One Bartholomew Close
London
EC1A 7BL

Our Ref: SJP/PAK/SAL/22499.32596
Tel: 020 3375 7000
Fax: 020 3375 7001
Email: [REDACTED]@farrer.co.uk

13 March 2024

By Email: [REDACTED]@bdbpitmans.com;
[REDACTED]@bdbpitmans.com

For the attention of Rahil Haq

Dear BDB Pitman

Dissolved Company : Mayer Parry (Leeman) Limited
Property : Land lying to the north of Station Road East, Tilbury
Cautions and Restrictions at Entries 2, 3 and 4 on the Proprietorship Registers
Title Numbers: EX451999 and EX394349

Thank you for your email of 8 March.

Given the lack of documentation regarding the restrictions and cautions, we would not be in a position to provide any notice of disclaimer without sight of documents.

However, we can confirm that the Duchy Solicitor would have no objection to the proprietor, P W Leeman Limited making an application to cancel these restrictions/cautions as it would appear unlikely that these interests will vest as bona vacantia.

We will be happy for you to forward a copy of this letter to the Land Registry with the application to remove the entries as confirmation that the Duchy Solicitor does not consider that there is any bona vacantia interest in the restrictions/cautions registered against the above titles.

Yours faithfully

[REDACTED]

Farrer & Co LLP 66 Lincoln's Inn Fields London WC2A 3LH **Telephone** +44 (0)20 3375 7000 **Facsimile** +44 (0)20 3375 7001

DX 32 Chancery Lane **Website** [REDACTED]

Farrer & Co LLP is a limited liability partnership registered in England and Wales, registered number OC323570, and is authorised and regulated by the Solicitors Regulation Authority (ID 447822). A list of the members of the LLP is displayed at the above address, together with a list of those non-members who are designated as partners.

Annex C: Crown Land Consents – The Crown Estate and Duchy of Lancaster

The electronic official copy of the register follows this message.

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

Applications are pending in HM Land Registry, which have not been completed against this title.



Official copy of register of title

Title number EX932756

Edition date 06.02.2023

- This official copy shows the entries on the register of title on 14 JUL 2023 at 11:09:22.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 23 May 2024.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Peterborough Office.

A: Property Register

This register describes the land and estate comprised in the title.

THURROCK

- 1 (19.04.2000) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land lying to the north of Tilbury Power Station, Fort Road, Tilbury.
- 2 (09.09.2011) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered 1 in mauve on the title plan dated 16 August 2011 made between (1) RWE Npower PLC and (2) Thurrock Borough Council.

NOTE: Copy filed under EX869966.

- 3 (28.07.2017) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (05.02.2016) PROPRIETOR: PORT OF TILBURY LONDON LIMITED (Co. Regn. No. 02659118) of Leslie Ford House, [REDACTED]
- 2 (05.02.2016) The price stated to have been paid on 29 January 2016 was £26,500,000 together with VAT of £5,300,000.
- 3 (05.02.2016) RESTRICTION: No transfer of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the proprietor for the time being of the estate registered under title number EX857165 or their conveyancer that the provisions of clause 2.2 of a Deed of Covenant dated 29 January 2016 made between (1) Port of Tilbury London Limited and (2) AWG Land Holdings Limited have been complied with.

B: Proprietorship Register continued

- 4 (14.01.2022) RESTRICTION: No Transfer of the part of the registered estate shown coloured green and orange on the plan attached to the RX1 forming part of an access road by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by a conveyancer that the provisions of clause 10.5 of a Framework Agreement dated 12 January 2022 made between (1) Port of Tilbury London Limited and (2) Thurrock Power Limited have been complied with or that they do not apply to the disposition.

NOTE: Copy of the plan attached to the RX1 referred to filed.

- 5 (06.02.2023) RESTRICTION: Until 30 January 2028, no transfer of the whole of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction, is to be completed by registration without a certificate signed by RWE Generation UK PLC (registered number 03892782) whose registered office is at Windmill Hill Business Park, Whitehill Way, Swindon, Wiltshire, SN5 6PB or its conveyancer or an attorney pursuant to clause 11.5.6 of the Transfer dated 30 January 2023 made between RWE Generation UK Plc (1) and Port of Tilbury London Limited (2) (the RWE Transfer) confirming that the provisions of paragraph 11.5.2 of the RWE Transfer have been complied with.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 The land tinted pink on the title plan is subject to the following rights reserved by a Conveyance thereof and other land dated 4 October 1951 made between (1) William George Murray (Vendor) (2) The Church Commissioners for England (3) William Allen Viscount Jowitt and (4) British Electricity Authority (Purchaser):-

"EXCEPT AND RESERVED unto the Vendor (a) full and free right and liberty without obtaining the consent of or making any compensation to the Purchasers or other the owner or owners occupier or occupiers for the time being of the said property to deal in any manner whatsoever with any of the land belonging to the Vendor adjoining opposite or near to the said property and to erect and maintain or suffer to be erected or maintained on such adjoining opposite or neighbouring lands and premises any buildings whatsoever whether such buildings shall or shall not affect or diminish the light or air which may now or at any time or times hereafter be enjoyed for or in respect of the said property or any building for the time being thereon and (b) the free flow of water and soil from any adjoining land and premises belonging to the Vendor through any drains and watercourses now existing in the said property or substituted therefor by the Purchasers subject to the right of the Thurrock Rural District Council to maintain an overland sewer across the said Property"

- 2 The parts of the land affected thereby are subject to the rights granted a Deed of Grant dated 5 October 1956 made between (1) Central Electricity Authority and (2) Her Majesty's Principal Secretary of State for the War Department.

NOTE: Original filed under EX639032.

- 3 (19.04.2000) The parts of the land affected thereby are subject to the following rights granted by a Deed dated 24 October 1962 made between (1) The Central Electricity Generating Board (Generating Board) and (2) The Essex River Board (River Board):-

THE Generating Board HEREBY GRANTS unto the River Board the rights following (that is to say):-

(a) Full and free right and liberty for the River Board to have use and control for all the statutory purposes of the River Board the length of channel coloured pink on the said plan as a common watercourse within the Rainham Internal Drainage District as if the same were and always

C: Charges Register continued

had been part of the sewer; (b) Full and free right and liberty for the River Board its duly authorised officers servants agents and contractors with or without plant machinery materials and equipment to enter upon and pass and repass over and along the land of the Generating Board hatched in green on the said plan for all purposes connected with the exercise by the River Board of any of its statutory functions in relation to the sewer.

NOTE: Copy plan filed under EX639032.

- 4 (19.04.2000) The parts of the land affected thereby are subject to the following rights granted by a Lease of the land edged and numbered 1 in blue on the title plan and other land dated 30 March 1990 referred to in the schedule of leases hereto:-

"TOGETHER WITH so far as the Landlord is able to grant the same and for the purposes only of the Permitted Use the rights set out in Schedule 1

SCHEDULE 1

Easements and rights in the nature
of easements granted to the Tenant

1. Subject as herein mentioned rights for the Tenant its agents and licensees to:-

(a) pass to and from the Demised Premises with or without vehicles at all times on or over the roadways shown coloured green and green hatched brown on the Plan or over such of the roadways on the Landlord's Property as the Landlord shall from time to time reasonably designate PROVIDED THAT such roadways shall not be used by vehicles with loads which exceed the weight limits which such roadways are from time to time designed to support and which have from time to time been notified in writing to the Tenant and in case such weight limits are exceeded by the Tenant or other persons authorised by it the Tenant shall at its own expense forthwith remedy or cause to be remedied any damage caused to the roadways as a result of the transportation over the roadways of any load in excess of such weight limits as currently apply to the said roadways; and

(b) where necessary upon giving reasonable prior notice to the Landlord and in compliance with any reasonable conditions specified by the Landlord to load and unload plant and equipment from the part of the said roadways immediately adjacent to the Demised Premises

2. The right to retain all Lines and Cables belonging to the Tenant (the approximate positions of which existing Lines are shown coloured orange on the Plan and of which existing Cables are shown coloured green hatched brown and brown on the Plan or in either case notified in writing to the Landlord by the Tenant within twelve months of the date hereof (time to be of the essence) and agreed upon by the Landlord) as are now or shall within the Perpetuity Period be installed in accordance with Paragraph 5 of Schedule 1 in over or through the Landlord's Property and the right for the Tenant and all persons authorised by it to use the same

3. The right to the free passage and running of water soil electricity gas telephone and other communication media and other services now benefiting the Demised Premises through the drains pipes wires or other conduits (but excluding Lines and Cables) which are now or shall within the Perpetuity Period be laid in over or through the Landlord's Property

4. The right to use that part of the Earthing System situate within the Landlord's Property

5. Subject to the provisions of Clause 3.12 and (as appropriate) Sub-clause 3.7.1 the right to enter the Landlord's Property with or without workmen and equipment in order to:-

C: Charges Register continued

(a) inspect test maintain repair remove renew operate alter or replace the Lines and Cables referred to in Paragraph 2 of Schedule 1 (or otherwise installed in accordance with the terms of this Lease) and the drains pipes wires and other conduits referred to in Paragraph 3 of Schedule 1 and

(b) install (instead of any Lines and/or Cables referred to in Paragraph 2 of Schedule 1) in the same location as such existing Line and/or Cable a new Line and/or Cable having a different nominal voltage or electrical capacity or capability from the one to be replaced and

(c) inspect maintain repair and alter the Demised Premises and/or replace the buildings thereon or the Tenant's plant and equipment (but only to the extent that the requisite works cannot reasonably be carried out without access to the Landlord's Property) provided that this right shall only apply to those parts of the Landlord's Property as are from time to time unbuilt upon

6. All rights of light air support and shelter belonging to or enjoyed by the Demised Premises

7. Subject as herein provided the right to erect a sign board near each entrance to the Landlord's Property at which the Tenant from time to time gains access to the Demised Premises via the Landlord's Property from the public highway each such sign board to be of a size and in a location as the Landlord shall reasonably approve and insofar as adequate directional signs do not exist on relevant parts of the Landlord's Property the right to erect thereon such directional signs as the Tenant shall reasonably require in order to direct visitors to the Demised Premises such signs to be of a size or sizes and in locations as the Landlord shall reasonably approve"

The said Lease contains the following definitions:-

"Definitions and Interpretation"

1.1 In this Lease unless the context otherwise requires the following words or expressions shall have the following meanings:-

"Cable" means any wire cable tube pipe conductor or other similar thing (including its casing or coating) placed on or in the ground for transmitting and/or distributing electricity together with cooling systems and junction boxes fibre optic cables and other ancillary equipment

"Earthing System" means the electrical earthing system or systems from time to time serving the Demised Premises with or without other property and/or the Landlord's Property

"Line" means any line which is used for transmitting and/or distributing electricity for any purpose and includes any support for any such line that is to say any structure pole or other thing in on by or from which any such line is or may be supported carried or suspended any apparatus connected to any such line for the purpose of carrying electricity and any wire cable tube pipe or other similar thing (including its casing or coating) which surrounds or supports or is surrounded or supported by or is installed in close proximity to or is supported carried or suspended in association with any such line and earthing wire fibre optic cable and other ancillary equipment

"Perpetuity Period" means the period of eighty years from the commencement of the Term

"Plan" means the plan annexed hereto

"Tenant's plant and equipment" means the plant and equipment and the structure supporting the same belonging to the Tenant or any third party listed in Schedule 3 and any other plant and equipment installed in accordance with the provisions of Clause 3.6."

NOTE: Copy plan filed under EX639032.

C: Charges Register continued

(1) The National Grid Company PLC and (2) National Power PLC relates to access and maintenance of assets as therein mentioned.

NOTE: Copy filed under EX487728.

- 6 (19.04.2000) The parts of the land affected thereby are subject to the rights granted by a Deed of Grant dated 31 March 1990 made between (1) National Power PLC and (2) The National Grid Company PLC.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under EX639032.

- 7 (19.04.2000) The parts of the land affected thereby are subject to the following rights granted by a Lease of land on the eastern side of the land in this title dated 31 March 1990 for a term of 999 years from 31 January 1990:-

"TOGETHER WITH the rights for the Tenant as set out in Part I of the Schedule hereto in common with all others having the like right and together also with the benefit of the covenants rights easements and wayleaves as presently subsisting insofar as such matters are capable of benefiting the Demised Premises and insofar as the Landlord is able to grant the same

THE SCHEDULE

PART I

Easements and Rights in the nature of Easements granted to the Tenant

1. (a) Subject as hereinafter mentioned a right of way for the Tenant its invitees and licensees with or without vehicles at all times and for all purposes connected with the Permitted Use of the Demised Premises over the roadways shown coloured blue on the Plan PROVIDED that:-

(i) such roadways shall not be used by vehicles with loads which exceed the weight limits which such roadways are from time to time designed to support and which have from time to time been notified in writing to the Tenant and in case such weight limits are exceeded by the Tenant or other persons authorised by it the Tenant shall at its own expense forthwith remedy or cause to be remedied any damage caused to the roadways as a result of the transportation over the roadways of any load in excess of such weight limits; and

(ii) the Landlord shall have the right at any time within the Perpetuity Period with the prior consent of the Tenant to substitute for the said roadways other suitable alternative roadways which shall be constructed to an equivalent or greater load bearing capacity to those which are being replaced; and

(iii) in the event that any of the roadways over which rights of way are from time to time granted to the Tenant hereunder shall at any time during the Term be of a specification or condition which is inadequate having regard to the loads which the Tenant wishes to transport across such roadways (save as a result of any breach by the Landlord of its obligation to maintain such roadways) the Tenant may with the Landlord's prior consent enter the Landlord's Property and at the Tenant's expense carry out such works to the roadways as are necessary to enable the roadways to withstand such loads as aforesaid PROVIDED THAT in carrying out such works the Tenant shall cause as little interference as possible to the Landlord and shall reinstate any damage caused to the Landlord's Property as a result thereof

(b) Where necessary upon giving reasonable prior notice to the Landlord and in compliance with any reasonable conditions specified by the Landlord to load and unload plant and equipment from the part of the said roadways immediately adjacent to the Demised Premises

2. The right to the free passage and running of water soil gas electricity telecommunications computer and other services from time to

C: Charges Register continued

time benefiting the Demised Premises through the Conducting Media which now or during the Term pass through in or over the Landlord's Property

3. The right on giving reasonable prior notice to the Landlord (save in cases of emergency) to enter the Landlord's Property with or without workmen and equipment in order to inspect test maintain repair operate alter remove replace and renew:-

(a) the Conducting Media specified in Paragraph 2 above

(b) the Demised Premises and the building and structures thereon including the right to erect scaffolding of a temporary nature on the Landlord's Property

4. The right on giving to the Landlord not less than three months prior notice to enter the Landlord's Property with or without workmen and equipment to install at the cost of the Tenant during the Perpetuity Period Conducting Media required for the passage of services to the Demised Premises such installations to be located under or over the roadways specified in Paragraph 1 hereof or within three metres either side thereof

5. (a) The right (as appropriate) to connect into and to use that part of the Earthing System situate within the Landlord's Property

(b) The right on giving reasonable prior notice to the Landlord (save in cases of emergency) and subject to the provisions of Paragraph 16 of Part III of this Schedule to enter the Landlord's Property with or without workmen and equipment in order to inspect test maintain repair alter remove replace and renew that part of the Earthing System situate within the Landlord's Property

6. All rights of light air support and shelter presently subsisting for the benefit of the Demised Premises for the Permitted Use

7. The right to enter the Landlord's Property in order to fell or lop from time to time all trees now or hereafter standing on the Landlord's Property which would if not felled or lopped obstruct or interfere with the construction maintenance or working of electrical equipment of the Tenant requiring safety clearances such felling or lopping to be carried out by suitable competent persons

8. (a) Subject as hereinafter mentioned the right to erect a sign board at the entrance or entrances to the Landlord's Property at which the Tenant from time to time gains access to the Demised Premises via the Landlord's Property from the public highway such sign boards to be of a size and location as the Landlord shall reasonably approve

(b) In so far as adequate directional signs do not exist on the Landlord's Property the right to erect such signs within the Landlord's Property as the Tenant shall reasonably require in order to direct visitors to the Demised Premises such signs to be of a size and location as the Landlord shall reasonably approve

9. Where necessary a right to use such open areas within the Landlord's property for vehicles plant equipment and materials of the Tenant or its authorized contractors for the purposes of carrying out work at the Demised Premises for such periods as the Tenant shall reasonably require and in such positions as the Landlord shall reasonably designate

The said lease contains the following definitions:-

"Conducting Media" drains pipes wires cables fibre optic cables and other conduits including media for electricity supplies (such media being limited to those used for site auxiliary or essential supplies) but excluding the drains pipes wires cables fibre optic cables and other conduits which are referred to in the Interface Agreement relating to (inter alia) plan and equipment of the Landlord and the Tenant at the Demised Premises and/or the Landlord's Property and made between the Tenant and the Landlord bearing even date herewith but intended to be executed immediately after these presents

C: Charges Register continued

"Earthing System" the electrical earthing system or systems from time to time serving the Demised Premises and/or the Landlord's Property wherever situate

"Landlord's Property" all that the land and premises adjoining or near the Demised Premises now belonging to the Landlord for the purposes of identification only shown edged in red on the Plan together with such part or parts of the Demised Premises as may be surrendered to the Landlord or in respect of which this Lease shall have determined pursuant to Paragraphs 9, 10 or 11 of Part V of the Schedule hereto

"Permitted Use" use for the operation of electrical transmission and distribution plant and equipment

"Perpetuity Period" the period of 80 years from the commencement of the Term"

;NOTE: Copy plan filed under EX639032.

- 8 (19.04.2000) The parts of the land affected thereby are subject to the rights granted by a Lease of land lying to the south of the land in this title dated 31 March 1990 for a term of 999 years from 31 March 1990 such rights being in terms identical with those contained the Lease dated 31 March 1990 referred to above.

NOTE: Copy lease filed under EX487728.

- 9 (19.04.2000) An Agreement dated 16 November 1992 made between (1) Thurrock Borough Council (2) National Power PLC and (3) Ashdown Minerals Limited under the provisions of Section 106 of the Town and Country Planning Act 1990 (as amended by Section 12(1) of the Planning and Compensation Act 1991 and Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 relates to the access and egress of lorries in connection with a coal washing and processing facility and associated works.

- 10 (19.04.2000) The parts of the land affected thereby are subject to the rights granted by a Deed of Grant dated 21 March 1995 made between (1) National Power PLC and (2) United Artists Communications South East Limited.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under EX639032.

- 11 (06.06.2008) The parts of the land affected thereby are subject to the rights granted by a Deed of Grant dated 9 May 2008 made between (1) RWE Npower PLC and (2) National Grid Electricity Transmission PLC.

The said Deed also contains restrictive covenants by the grantor.

NOTE:-Copy filed under EX639032.

- 12 (19.11.2008) The parts of the land affected thereby are subject to the easements granted by a lease of land lying to the east of the land in this title dated 9 May 2008 for a term from and including 9 May 2008 to and including 30 March 2989.

NOTE: Copy lease filed under EX826359.

- 13 (15.04.2015) The parts of the land affected thereby are subject to the rights granted by a lease of a transformer chamber dated 24 March 2011 referred to in the schedule of leases hereto.

The said deed also contains restrictive covenants by the grantor.

NOTE: Copy lease filed under EX919393.

- 14 (10.07.2014) By a Deed dated 25 June 2014 made between (1) RWE Npower PLC and (2) Virgin Media Limited the rights granted by the Deed dated 21 March 1995 referred to above have been varied as therein mentioned.

NOTE: Copy filed under EX639032.

C: Charges Register continued

- 15 (15.01.2015) The land is subject to the rights granted by a Deed dated 19 December 2014 made between (1) RWE Generation UK PLC and (2) AWG Land Holding Limited.
- The said Deed also contains restrictive covenants by the grantor.
- NOTE:-Copy filed under EX639032.*
- 16 (22.01.2016) By a Deed dated 23 December 2015 made between (1) RWE Generation UK Plc and (2) National Grid Electricity Transmission Plc the electricity lines referred to in the Deed dated 31 March 1990 referred to above has been varied.
- NOTE: Copy filed under EX487728.*
- 17 (29.01.2016) The parts of the land affected thereby are subject to the rights granted by a Lease of Site of a Substation dated 20 January 2016 referred to in the schedule of leases hereto.
- The said deed also contains restrictive covenants by the grantor.
- NOTE: Copy lease filed under EX932434.*
- 18 (05.02.2016) A Transfer of the land in this title dated 29 January 2016 made between (1) RWE Generation UK Plc and (2) Port Of Tilbury London Limited contains restrictive covenants.
- NOTE: Copy filed.*
- 19 (19.04.2000) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.
- 20 (12.08.2016) The parts of the land affected thereby are subject to any rights that are granted by a Deed of Grant dated 2 August 2016 made between (1) Port of Tilbury London Limited and (2) Eastern Power Networks Plc and affect the registered land.
- The said Deed also contains restrictive covenants by the grantor.
- NOTE:-Copy filed.*
- 21 (21.11.2018) The land is subject to any rights that are granted by a Deed dated 25 September 2018 made between (1) Port Of Tilbury London Limited and (2) Anglian Water Services Limited and AWG Land Holdings Limited and affect the registered land.
The said Deed also contains restrictive covenants by the grantor.
- NOTE: Copy filed under EX748868.*
- 22 (22.01.2019) The land is subject to any rights that are granted by a Deed dated 19 April 2016 made between (1) Port Of Tilbury London Limited and (2) National Grid Electricity Transmission Plc and affect the registered land.
The said Deed also contains restrictive covenants by the grantor.
- NOTE: Copy filed.*
- 23 (04.03.2021) UNILATERAL NOTICE in respect of an Agreement for Lease and Option dated 4 March 2021 made between (1) The Port of Tilbury London Limited and (2) Tarmac Trading Limited.
- 24 (04.03.2021) BENEFICIARY: Tarmac Trading Limited (Co. Regn. No. 00453791) of Portland House, Bickenhall Lane, Solihull, Birmingham B37 7BQ.
- 25 (14.01.2022) UNILATERAL NOTICE in respect of an option to call for the grant of an access easement pursuant to a Framework Agreement dated 12 January 2022 made between (1) Port of Tilbury London Limited and (2) Thurrock Power Limited.
- 26 (14.01.2022) BENEFICIARY: Thurrock Power Limited (Co. Regn. No. 10917470) of 1st Floor, 145 Kensington Church Street, London W8 7LP.

Schedule of notices of leases

	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	19.04.2000	Land and buildings lying to the east of Fort Road, Tilbury.	30.03.1990 999 years from 30.3.1990 (less 3 days)	EX427017
	NOTE 1: See entry in the Charges Register relating to rights granted by this lease. Deed of Confirmation dated 2 November 1990 made between (1) The National Power Plc and (2) Eastern Electricity Plc supplemental to the Lease dated 31 March 1990 referred to above			
	NOTE 2: The lease dated 30 March 1990 has been determined as to the land hatched in blue on the plan to the Deed of Surrender of Part dated 5 February 2018			
	NOTE 3: No copy of lease dated 30 March 1990 is held by land registry.			
	NOTE 4: Copy Deed of Surrender dated 5 February 2018 filed under EX427017			
2	15.04.2015	a transformer chamber, Fort Road	24.03.2011 999 years from 27.03.1990	EX919393
	NOTE: See entry in the Charges Register relating to the landlord's restrictive covenants and rights granted by this lease.			
3	29.01.2016	Sub Station Site	20.01.2016 975 years from 20/1/2016	EX932434
	NOTE: See entry in the Charges register relating to the rights granted by this lease			

End of register