



BIRCHAM DYSON BELL

Mr Richard Hunt  
Planning Inspectorate  
Temple Quay House  
Temple Quay  
Bristol  
BS1 6PN

Your Ref

Our Ref  
ADW/APH/164652.0001

Date  
1 July 2016

**By Recorded Delivery**

Dear Mr Hunt

**RIVEROAK INVESTMENT CORPORATION: APPLICATION PURSUANT TO S.53 OF THE PLANNING ACT 2008 IN CONNECTION WITH THE PROPOSED MANSTON AIRPORT**

Please take this letter as an application made by RiverOak Investment Corporation (**RiverOak**) to the Secretary of State (**SoS**) for the authorisation under section 53 of the Planning Act 2008 (**PA 2008**) for RiverOak to enter onto the land (**Land**) shown for identification purposes edged red on the plan (**Plan A**) enclosed at Schedule 2 for the purpose of surveying the Land and in order to facilitate compliance with the European Directives set out at s.53(1A) of the PA 2008.

**1 The Land**

**1.1 Freehold owner**

1.1.1 Lothian Shelf (718) Limited; Company Number: 9223403; Freehold Title Numbers: K803975, K837264, K891199, K806190

**1.2 Occupiers**

1.2.1 This application excludes the land that is the subject of the leasehold interests listed at paragraph 1.2.2, but does not at present exclude the unregistered occupiers' land listed at paragraph 1.2.3, as RiverOak does not know the extent of their occupation and the need to survey the land without first entering onto the remaining land.

**1.2.2 Registered leasehold interests**

- (a) South Eastern Power Networks Plc (**'SEPN'**); Company Number 3043097; Leasehold Title Number K716128 (under Freehold Title Number K803975);
- (b) Secretary of State for Defence (**'SoSD'**); Leasehold Title Number K976945 (under Freehold Title Number K803975); and

14370405.1

50 Broadway London T +44 (0)20 7227 7000  
SW1H 0BL United Kingdom F +44 (0)20 7222 3480  
DX 2317 Victoria W www.bdb-law.co.uk



Bircham Dyson Bell is the trading name of Bircham Dyson Bell LLP which is a limited liability partnership registered in England and Wales with registered number OC320798. Its registered office and principal place of business is 50 Broadway, London SW1H 0BL where a list of members' names is available for inspection. Bircham Dyson Bell LLP is authorised and regulated by the Solicitors Regulation Authority and is a member of Lexwork International, an association of independent law firms. We use the word partner to refer exclusively to a member of Bircham Dyson Bell LLP.



BIRCHAM DYSON BELL

- (c) South Eastern Power Networks Plc (**'SEPN'**); Company Number 3043097; Leasehold Title Number K894125 (under Freehold Title Number K837264).

1.2.3 Other occupiers on site without a registered interest

- (a) In addition to those proprietors who have a registered leasehold interest under the freehold titles as detailed above, the following are also known to be occupiers on the site, under Freehold Title Number K803975:
  - (i) Avman Engineering Ltd, Hangar 1, Kent International Airport, Manston, CT12 5BL;
  - (ii) Polar Helicopters Ltd, Hanger 10, Kent International Airport, Spitfire Way, Manston, CT12 5FF;
  - (iii) Taft International Transport (Head Office address: Weatherfield Lodge, Each End, Ash, Canterbury, CT3 2BZ);
  - (iv) Powermain Ltd, Unit 4, Spitfire Way, Manston, CT12 5BU; and
  - (v) Hunglish Limited, Building 521, Spitfire Way, Manston Airport, CT12 5FF.

1.2.4 The land registered under each of the freehold titles is shown edged red on the title plans annexed at **Schedule 3**. The freehold title plans for K803975 and K837264 also indicate the extent of the relevant leasehold title interests as follows –

- (a) K803975: SEPN's leasehold interest is edged and numbered '3' in brown and tinted brown;
- (b) K803975: SoSD's leasehold interest is edged and numbered '4' in blue; and
- (c) K837264: SEPN's leasehold interest is edged and numbered '1' and '2' in brown.

1.2.5 Although the freehold titles are, together, subject to three registered leasehold interests, the relevant land to which access is sought is owned by one individual company. Further, RiverOak's access requirements are limited to the land falling within the overall freehold titles (**'the Land'**), rather than the land subject to the registered leasehold interests (shown on **Plan A annexed at Schedule 2**). Accordingly, RiverOak considers that its application to enter the Land for the purposes detailed below ought to be viewed as a single application to access only those parts of the land which fall within the freehold title; access to the registered leasehold land indicated in paragraph 1.2.4 above will not be required.

1.2.6 Furthermore, although the Land is comprised in four freehold titles, it is land that is owned by the same legal entity and it is land that in reality forms one plot, and it is for this reason, also, that this application ought to be viewed as a single application.



## 2 Why authorisation for rights of entry is sought

2.1 RiverOak requests authorisation to enter the Land in order to carry out surveys, including for the purpose of compliance with the European Directives referred to in s.53(1A) of the PA 2008. In particular, the survey work is required for the production of:

2.1.1 the Environmental Statement to be submitted with an application for a Development Consent Order (**DCO**) pursuant to the PA 2008 for the Proposed Manston Airport (**Proposed Development**) (required pursuant to the EIA Regulations); and

2.1.2 if required, a report to be submitted to the SoS with an application for a DCO pursuant to the PA 2008 for the Proposed Development that assists the SoS in complying with his obligations under the Conservation of Habitats Species Regulations 2010.

2.2 The surveys are required in order to obtain information on the current ground conditions, including the engineering properties, soil, perched water and groundwater quality, as well as to obtain information on heritage and ecology. The following is a summary of the types of work that will need to be carried out in order for the surveys to be completed. Further detailed information is provided in **Schedule 4**:

2.2.1 Land Quality:

- (a) Two consecutive days needed
- (b) No night time surveys
- (c) No intrusive surveys, although follow up surveys may need to be intrusive

2.2.2 Heritage:

- (a) 1 day needed
- (b) No night time surveys
- (c) No intrusive surveys

2.2.3 Ground and surface water:

- (a) Two consecutive days needed
- (b) No night time surveys
- (c) No intrusive surveys

2.2.4 Ecology:

- (a) 60+ visits required over a period of 6 – 12 months, with an initial phase 1 5 consecutive day survey required



- (b) Night time surveys
- (c) No intrusive surveys

**3 Justification that the applicant is proposing a distinct project of real substance genuinely requiring entry onto the Land**

- 3.1 RiverOak is seeking authorisation from the SoS pursuant to s.53(1)(b) of the PA 2008 for a proposed application for an order granting development consent.
- 3.2 S. 53(2)(a) of the PA 2008 requires that it must appear to the SoS that the proposed applicant is considering a distinct project of real substance genuinely requiring entry onto the Land. No further guidance is given on what this means in the PA 2008 itself.
- 3.3 RiverOak considers that it has passed the threshold of considering a, “distinct project of real substance” for the following reasons:
  - 3.3.1 RiverOak has been in regular contact with the Planning Inspectorate (PINS) since the beginning of 2016 and a number of meetings and teleconferences have been held about the proposed Manston Airport project. Minutes of those meetings are on the PINS’ website and clearly indicate that the project is distinct and of real substance.
  - 3.3.2 RiverOak has, for the past five months, led a fully staffed consultant team in progressing an application for a DCO pursuant to the PA 2008 for the Proposed Development. Consultants include consultation consultants, planning consultants, EIA consultants, engineering consultants and legal advisors.
  - 3.3.3 In addition to being in contact with PINS, RiverOak, and its consultants have thus far been in communication with Kent County Council, Natural England, Historic England, the Environment Agency and Southern Water, and other stakeholders in order to progress the application for the Proposed Development.
  - 3.3.4 RiverOak is currently preparing for a pre-application non-statutory consultation which is due to begin in July 2016. This will include the distribution of leaflets and information packs to those with an interest in land that will potentially be affected as well as to the general public. Consultation will also include public exhibition events.
  - 3.3.5 A Scoping Report was submitted to PINS at the end of June 2016. This Scoping Report will set out further details of the project description, together with other information relating to the Proposed Development. However, in the meantime, RiverOak and its consultants are currently working on the implementation and production of EIA surveys, the Environmental Statement and the preparation of material for the formal statutory consultation stage.
  - 3.3.6 RiverOak intends to submit an application pursuant to the PA 2008 for the Proposed Development in Q1 of 2017, subject to obtaining the requisite access in order to





produce the environmental information required for consultation on and submission of the application, for which reason this section 53 application is being submitted.

- 3.3.7 The Proposed Development is also listed on the Planning Inspectorate's website: <http://infrastructure.planninginspectorate.gov.uk/projects/south-east/manston-airport/>.
- 3.3.8 All of these milestones and activities indicate that a distinct project of real substance has been developed and is being progressed towards application.

#### **4 Description of project requiring development consent**

- 4.1 The overall Proposed Development is known as the Manston Airport Development (“**Development**”). This is a combination of two different aspects: ‘Principal Development’, which comprises all works proposed within the airport structure of the Development Resort (“**the Core**”); and ‘Associated Development’ comprising other development that has a direct relationship with the ‘Principal Development’ and is required to support its construction or operation.
- 4.2 The Principal Development
- 4.2.1 an area for cargo freight operations; and
  - 4.2.2 a passenger terminal and associated facilities.
- 4.3 Associated Development
- 4.3.1 Amongst a number of things, it is proposed that this will include:
    - (a) an aircraft teardown and recycling facility;
    - (b) a flight training school; and
    - (c) ancillary highway works.

#### **5 Information identifying owners, occupiers, tenants, lessees who have an interest in that Land**

- 5.1 Official Copies of Register of Title and accompanying Title Plans for the Land can be found in **Schedule 3** but the table below sets out the key information in relation to Persons with an Interest in Land. As explained at 1.2.5 above, RiverOak is only seeking access to the land in which no registered leasehold interest is comprised and therefore the table below does not identify these registered leaseholders.
- 5.2 However, the table below does set out the occupiers of the freehold site who do not have a registered leasehold interest but who nevertheless do occupy parts of the Land to which RiverOak is seeking to gain access.



BIRCHAM DYSON BELL

5.3 RiverOak can confirm that none of the Land is statutory undertakers' land or Crown Land and as such no further details are provided on this aspect.

Title No.	Freehold Owner	Occupier	Tenant	Lessee	Other interest in the land
K803975	Lothian Shelf (718) Limited; Company Number: 9223403	Avman Engineering Ltd, Hangar 1, Kent International Airport, Manston, CT12 5BL;  Polar Helicopters Ltd, Hanger 10, Kent International Airport, Spitfire Way, Manston, CT12 5FF;  Taft International Transport (Head Office address: Weatherfield Lodge, Each End, Ash, Canterbury, CT3 2BZ);  Powermain Ltd, Unit 4, Spitfire Way, Manston, CT12 5BU; and  Hunglish Limited, Building 521, Spitfire Way, Manston Airport, CT12 5FF.	NONE	NONE	NONE
K837264	Lothian Shelf (718) Limited; Company Number: 9223403	NONE	NONE	NONE	NONE
K891199	Lothian Shelf (718) Limited; Company Number: 9223403	NONE	NONE	NONE	NONE
K806190	Lothian Shelf (718) Limited; Company Number: 9223403	NONE	NONE	NONE	NONE



## **6 Plans identifying the relevant Land**

- 6.1 The relevant Land Plan (**Plan A**) can be found at **Schedule 2**. It shows, in red, the outline of the extent of Land to which access is needed for the reasons stated above in paragraph 2. For clarity, areas that are comprised in the freehold titles but to which access is not required i.e. the registered leasehold titles, are shown in green. The areas shown in green can be verified by comparing these to those in the Official Copies of Register of Title and Title Plans which are at **Schedule 3**.
- 6.2 The Land is not currently within the Book of Reference and therefore there are no parcel numbers referenced.
- 6.3 RiverOak confirms that there is no land within the red outline which is owned by it or under its control.
- 6.4 A Plan (**Plan B**), showing the entirety of the red line boundary proposed for the Development is also enclosed at **Schedule 2**.

## **7 Evidence to demonstrate reasonableness and unreasonableness**

- 7.1 The land to which access is sought is owned by Stone Hill Park Limited (SHPL) (previously known as Lothian Shelf (718) Limited whose name is still on the Official Copy of Register of Title), as freehold owner. Negotiations with them have been ongoing since February 2016 with formal communication between the parties' legal representatives beginning on 10 February 2016.
- 7.2 During this time, SHPL have failed to engage constructively in this process, holding up negotiations and placing various obstacles in the way of ongoing negotiations. This can be clearly seen from the correspondence at **Schedule 6**, most specifically between the dates of 8 April when a draft licence was provided to SHPL's legal adviser and 9 May when a response was received, despite a number of chasing emails.
- 7.3 Due to the timescales of the application and its planned application submission for Q1 2017, RiverOak needs to carry out these surveys as soon as possible and cannot wait until SHPL grant access to the land, though it is RiverOak's belief that this will never be forthcoming.
- 7.4 This application is very much one of last resort as evidenced by the fact that RiverOak has left it as late as it believes possible to submit this application in order to maximise the amount of time available for negotiation with the owners/occupiers of the Land. A list of the correspondence between RiverOak and its legal adviser, and SHPL and its legal adviser, together with the documents referred to therein, can be found at **Schedule 6**.

## **8 Duration for which authorisation is sought**

- 8.1 Access for the carrying out of surveys is sought for a duration of up to six months from the date of the grant of authorisation of access onto the Land under s.53 of the Planning Act 2008.



**9 Conditions that the applicant thinks this authorisation should be granted subject to**

- 9.1 RiverOak is happy to confirm that it would be willing to access the Land under any authorisation in accordance with any conditions that the SoS thinks it appropriate to include within such authorisation.
- 9.2 However, RiverOak has also included at **Schedule 5** to this application a suggested set of conditions.

**10 Demonstration that PILs have been informed of this s.53 application**

- 10.1 We have enclosed in **Schedule 6** accompanying this application a copy of the letter that was sent out today by courier to each owner/occupier of the Land. This letter complies with the guidance set out in Advice Note 5 regarding the content of any notification letter and includes the date by which any comments should be provided to the Planning Inspectorate (being not less than 21 days starting the day after the date of the notification letter).
- 10.2 We will confirm to you as soon as possible that each copy has been safely delivered to each owner/occupier.

**11 Confirmation of Fees Paid**

- 11.1 The sum of £1,000 for this application has been transferred to the Planning Inspectorate. We would be grateful if you could acknowledge receipt of these funds as soon as possible.

**12 Full Contact Details for RiverOak**

- 12.1 To discuss the application or the Proposed Development more generally, please do not hesitate to contact [REDACTED] of this firm, solicitors acting for the applicant, on the following:

Telephone: [REDACTED]  
Email: [REDACTED]  
Address: 50 Broadway, London, SW1H 0BL

or

[REDACTED] of RiverOak Investment Corporation, on the following:  
Telephone: [REDACTED]  
Email: [REDACTED]

**13 List of Enclosures**

- 13.1 Please find enclosed with this letter the following documents:
  - 13.1.1 Schedule 1: S.53 completed Check List (Advice Note 5);
  - 13.1.2 Schedule 2: Plan A identifying the Land for which access is sought and Plan B identifying the Proposed Development's red line boundary;



BIRCHAM DYSON BELL

- 13.1.3 Schedule 3: Up to date official copies and title plans in relation to the freehold land;
- 13.1.4 Schedule 4: Schedule detailing the proposed surveys;
- 13.1.5 Schedule 5: Proposed conditions to be attached to any authorisation granted by the SoS; and
- 13.1.6 Schedule 6: Schedule setting out evidence to demonstrate that RiverOak has made all reasonable efforts to obtain access to the Land and that this application has been made as a last resort, including evidence of notification of this application to the owners/occupiers of the Land.

We request that the SoS considers our application and gives RiverOak the authority to access the Land for the purposes set out in this letter.

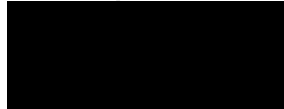
We look forward to hearing from you in this regard.

Yours faithfully

*Bircham Dyson Bell LLP*

**Bircham Dyson Bell LLP**

T  
M  
F  
E



enc



BIRCHAM DYSON BELL

**Schedule 1**

**s.53 completed Check List (Advice Note 5)**

**ANNEX B TO ADVICE NOTE 5**  
**SECTION 53 - CHECK LIST**

Note: The Planning Inspectorate expects the following Table to be completed by the applicant and submitted with the authorisation request(s). Please complete one checklist per s.53 authorisation request.

<b>Project name</b>	Manston Airport
<b>Applicant name</b>	RiverOak Investment Corporation
<b>Land Parcel number(s)</b>	N/A
<b>Date request(s) made</b>	1 July 2016
<b>Fees (£1,00 per request)</b>	A total of 1 request has been made. The fee of £1,000.00 has been transferred to PINS' account.

Information to be provided		Included <sup>i</sup>			Applicant's comments <sup>ii</sup>	
		Yes	No	N/A		
A1	<b>Contact details</b>	Full name, address, telephone number and email address of the person or organisation (and named point of contact) making the request.	Yes			<i>Stated in paragraph 12.1 of authorisation request letter dated 1 July 2016.</i>
		If the application is made by an agent acting on behalf of the applicant, information as requested above should be provided for both the applicant and the agent.	Yes			<i>Stated in paragraph 12.1 of authorisation request letter dated 1 July 2016.</i>
A2.	<b>Description of the project requiring or granted development</b>	Where an application for a DCO has not been submitted: a description of the proposed NSIP and any associated development, or	Yes			<i>The DCO application has not yet been submitted to the Planning Inspectorate. The proposed project is described in paragraph 4 of authorisation request letter dated 1 July 2016.</i>





	<b>consent</b>	Where an application for a DCO has been accepted: the reference number of the application, or			<b>N/A</b>	<i>N/A</i>
		Where a DCO has been granted; a copy of the DCO and land plans. The applicant should highlight the relevant provision of the DCO that authorises the compulsory acquisition of the land (or of an interest in it or right over it) to which the authorisation request relates			<b>N/A</b>	<i>N/A</i>
<b>A3</b>	<b>Explanation of why authorisation is needed, having regard to the criteria for a s.53 authorisation</b>	Full explanation as to why authorisation for rights of entry is sought. The applicant should explicitly identify in the authorisation request if entry onto the land is for 'surveying and taking levels' <sup>1</sup> and/or in order to facilitate compliance with either the EIA or Habitats Directives <sup>2</sup> .	<b>Yes</b>			<i>Explanation provided in paragraph 2 of request authorisation letter dated 1 July 2016.</i>
		Where an application for a DCO has not been submitted: The applicant needs to demonstrate that the project is distinct and of real substance which genuinely requires entry onto the land.	<b>Yes</b>			<i>Explanation provided in paragraph 3 of authorisation request letter dated 1 July 2016.</i>
		Where an application for a DCO has been accepted: The applicant needs to demonstrate that they genuinely require entry onto the land.			<b>N/A</b>	

<sup>1</sup> s.53(1) of the 2008 Act

<sup>2</sup> s.53(1), s.53(1A) and s.53(3A) of the 2008 Act





		Where a DCO has been granted; The applicant needs to demonstrate that they genuinely require entry onto the land			<b>N/A</b>	
<b>A4</b>	<b>Details of the proposed surveys and works</b>	Identification of proposed surveys.	<b>Yes</b>			<i>Details provided in Schedule 4 of the authorisation request letter dated 1 July 2016.</i>
<b>A5</b>	<b>Identifying persons with interest</b>	Table included showing the known information about the land to which the s.53 authorisation request relates and the persons with interest <sup>3</sup> .	<b>Yes</b>			<i>This information is shown at paragraph 5.3 of the authorisation request letter dated 1 July 2016.</i>
		Confirm whether any land identified in green on Plan A is statutory undertakers land.	<b>Yes</b>			<i>Confirmation at paragraph 5.3 of request authorisation letter that no land identified is statutory undertakers land.</i>
		Confirm whether any land identified in Green on Plan A is Crown land	<b>Yes</b>			<i>Confirmation at paragraph 5.3 of request authorisation letter that no land identified is statutory undertakers land.</i>
<b>A6</b>	<b>Plans identifying the land for which authorisation to enter is sought</b>	A plan, marked as "Plan A", should be provided showing:	<b>Yes</b>			<i>Provided at Schedule 2 of the authorisation request letter dated 1 July 2016.</i>
		The extent of the development and works			<b>N/A</b>	<i>The extent of the development and works encompass the land shown in Plan B. Plan A shows the extent of land to which access is sought.</i>
		Any land owned or under the control of the applicant, or confirmation that there is no land owned or under the control of the applicant is shown on Plan A.			<b>N/A</b>	<i>No land owned or under the control of the applicant is shown on either Plans A or B, as no such land exists.</i>

<sup>3</sup> Whilst the categories of person that the applicant can serve a s.53 authorisation notice on is not prescribed in s.53 of the 2008 Act, the Planning Inspectorate expects that the applicant will identify, consult and notify the owners, occupiers, tenants and lessees (defined as 'persons with interest') of the land to which the s.53 authorisation request(s) relates



	Land for which rights of entry are sought.	<b>Yes</b>		<i>Shown in red on Plan A, provided at Schedule 2 of the authorisation request letter dated 1 July 2016.</i>
	Plan A should be no larger than AO size, drawn to an identified scale (not smaller than 1:2500) and show the direction of north.	<b>Yes</b>		<i>Plan A meets these requirements.</i>
	The boundary of each registered title number should be clearly shown on Plan A and allocated a parcel number.		<b>N/A</b>	
	The boundary of any unregistered land should be clearly shown on Plan A and allocated a parcel number. OS grid references should be included in the Table and used to enable the extent of the parcel area to be ascertained. A clear description of the parcel area by reference to the boundary and any physical features identified on Plan A should also be included in the Table.		<b>N/A</b>	<i>There is no unregistered land within the boundary of Plan A.</i>
	Where any of the land is unregistered an explanation of the applicant's diligent inquiry to identify the Person with interest		<b>N/A</b>	<i>There is no unregistered land within the boundary of Plan A.</i>
	Parcel numbers identified in Plan A are consistent with the parcel numbers used in the Table.		<b>N/A</b>	<i>There are no parcel numbers.</i>
<b>Up to date official copies of Land Registry Documents</b>	For registered land, up-to-date official copies of the register title(s) and title plan(s).	<b>Yes</b>		<i>Official copies of the register titles and title plans are provided at Schedule 3 of the request authorisation letter dated 1 July 2016.</i>





		For unregistered land, up-to-date copy of a certificate of the result of the search of the index map in relation to the land (including the map submitted to the Land Registry to undertake the search).			<b>N/A</b>	<i>There is no unregistered land.</i>
	<b>Key Plan (if applicable)</b>	A key plan identifying the full extent of land required for, or affected by, the proposed development, and the location of the land parcel(s) for which authorisation is sought.	<b>Yes</b>			<i>This is shown in Plan B at Schedule 2 of the request authorisation letter dated 1 July 2016.</i>
<b>A7</b>	<b>Information to demonstrate that the applicant has acted reasonably and has been unreasonably refused access to the land</b>	Schedule of Correspondence and/or meetings between the applicant and the persons with interest and copies of documents referred to in the Schedule of Correspondence.	<b>Yes</b>			<i>This is shown at Schedule 6 of the request authorisation letter dated 1 July 2016.</i>
		Where there is more than one Person with interest, but the applicant has only been corresponding with one person and/or an agent, the applicant should provide written evidence that this individual is authorised to act on behalf of all identified persons with interest.			<b>N/A</b>	
<b>A8</b>	<b>Evidence of notifying the persons with interest that a request for authorisation has been made to the Secretary of State</b>	Evidence of providing persons with interest with a copy of the s.53 authorisation request and any accompanying documents.  Date specified in notification letter to the persons with interest to provide any comments on the authorisation request(s) to the Planning Inspectorate.	<b>Yes</b>			<i>Provided at Schedule 6 of the request authorisation letter dated 1 July 2016.</i>



<b>A9</b>	<b>Duration for which s.53 authorisation is sought</b>	Where the applicant wants the authorisation period to exceed 12 months, or the submission date of the DCO application to the Secretary of State, the applicant should request this in their covering letter providing a clear explanation of the reasons why.			<b>N/A</b>	<i>A period exceeding 12 months is not being sought.</i>
<b>A10</b>	<b>Any conditions subject to which the applicant thinks any s.53 authorisation should be granted</b>	Draft conditions for grant of authorisation proposed by the Applicant.	<b>Yes</b>			<i>Provided at Schedule 5 of the request authorisation letter dated 1 July 2016.</i>
		Details provided of which, if any, conditions have been agreed with the relevant persons with interest. Where draft conditions have not been agreed an explanation of why.	<b>Yes</b>			<i>Details are provided in paragraph 7 of the request authorisation letter dated 1 July 2016.</i>

<sup>i</sup> please tick as appropriate

<sup>ii</sup> please refer and signpost in this text box to where this information is provided / this evidence is demonstrated. The text box for each requirement has been completed with a suggested comment. These suggested comments are to illustrate what information an applicant may choose to provide but are not prescriptive

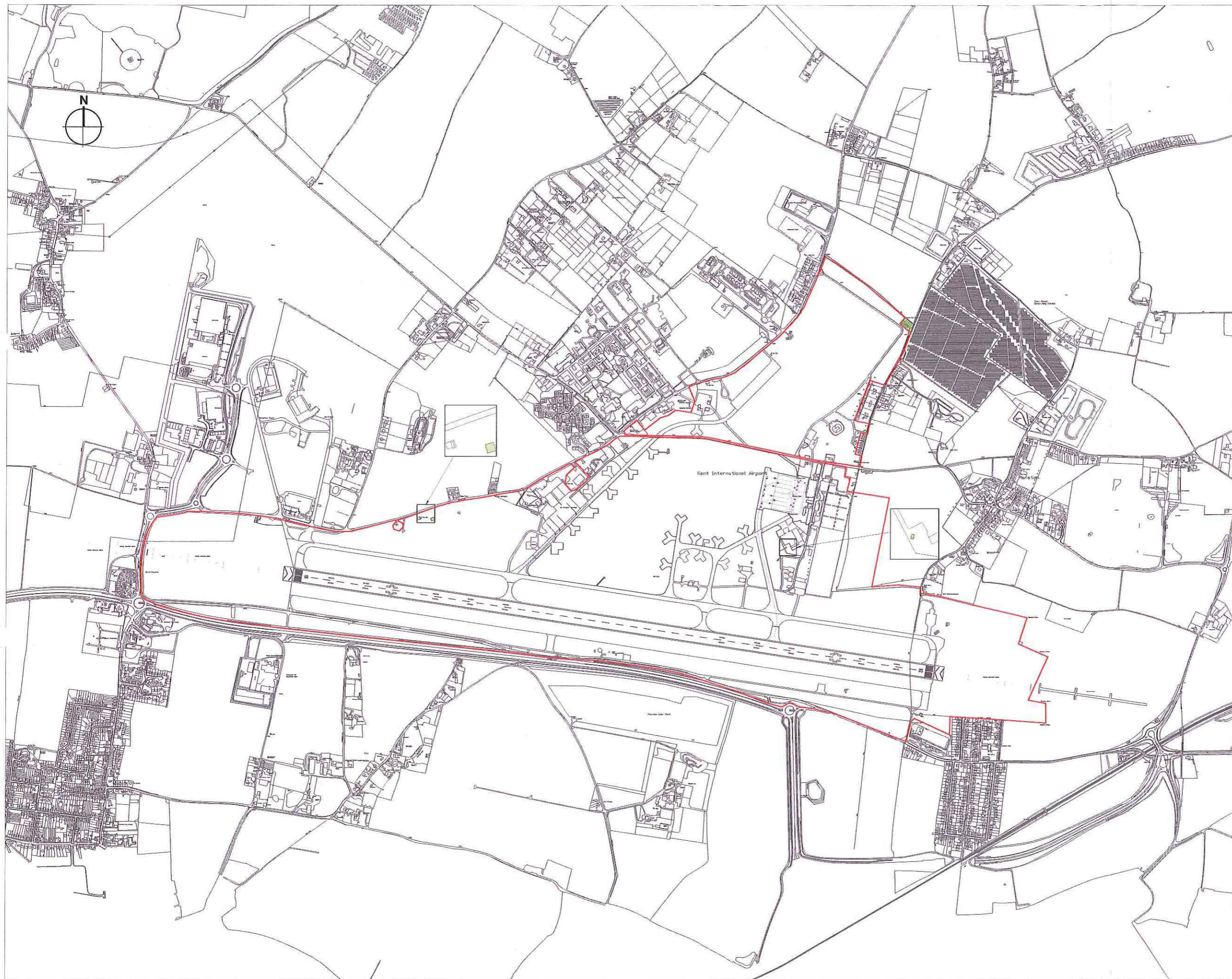


BIRCHAM DYSON BELL

**Schedule 2**

**Plans A and B**





© 2016 RPS Group

Notes

1. This drawing has been prepared in accordance with the scope of RPS's appointment with its client and is subject to the terms and conditions of that appointment. RPS accepts no liability for any use of this document other than by its client and only for the purposes for which it was prepared and provided.
2. If received electronically it is the recipient's responsibility to print to correct scale. Only written dimensions should be used.
3. This drawing should be read in conjunction with all other relevant drawings and specifications.

Key

- Section 53 Application Boundary
- Leasehold Land

<b>P03</b>	North Pointer, Substation leasehold area added, housing and museum leasehold removed and boundary line amended.	RS	CJ	23.06.16
<b>P02</b>	Western approach light area removed from section 53 boundary area.	KH	CJ	21.06.16
<b>P01</b>	First Issue.	KH	JLE	24.03.16
Rev	Description	By	Ckd	Date



Sherwood House, Sherwood Avenue,  
Newark, Nottinghamshire, NG24 1QQ  
T 01636 605 700 E rpsnewark@rpsgroup.com

Client **RIVER OAK**  
INVESTMENT CORP., LLC

Project Manston Airport Masterplan

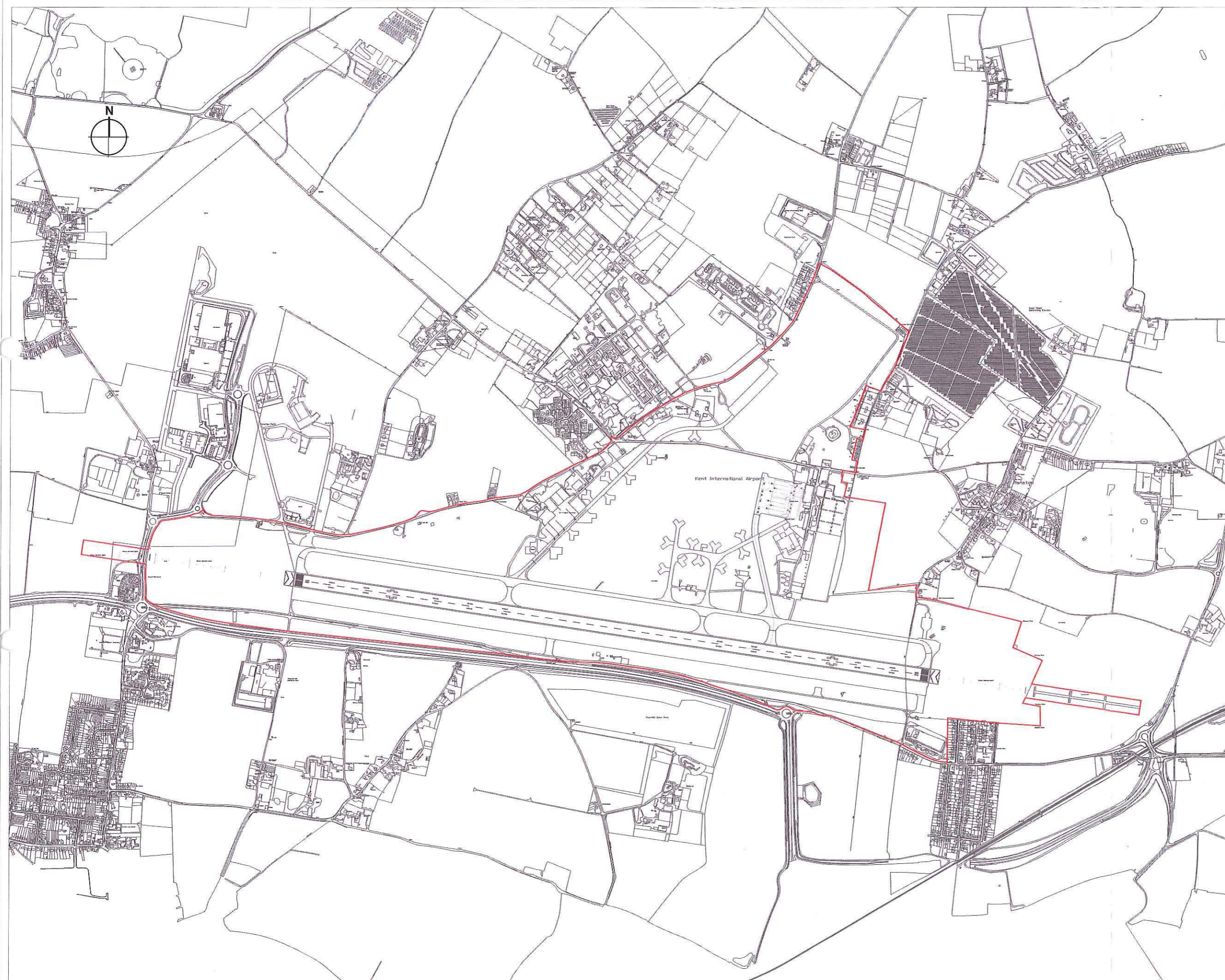
Title Section 53 Access Plan  
Plan A

Status	Scale	Date Created
Preliminary	1:7500 @ A1	15.06.2016
Project Leader	Drawn By	Checked by
GD	RS	CJ

Document Number	Revision	Subsidiary
NK018417-RPS-MSE-X-DR-C-0114	P03	50

100m SCALE 1:7500





© 2016 RPS Group

Notes

1. This drawing has been prepared in accordance with the scope of RPS's appointment with its client and is subject to the terms and conditions of that appointment. RPS accepts no liability for any use of this document other than by its client and only for the purposes for which it was prepared and provided.
2. If received electronically it is the recipient's responsibility to print to correct scale. Only written dimensions should be used.
3. This drawing should be read in conjunction with all other relevant drawings and specifications.

Key

— DCO Application Boundary

<b>P03</b>	Boundary changed to include proposed junction improvements, North pointer and title change.	KH	CJ	22.06.16
<b>P02</b>	Boundary extended to include area of land for future junction improvement and Manston Road (B2050), Manston Road (North of museum) and Manston Court Road	RG	CJ	15.06.16
<b>P01</b>	First Issue.	KH	JLE	24.03.16
Rev	Description	By	Ctd	Date

**RPS**

Sherwood House, Sherwood Avenue,  
Newark, Nottinghamshire, NG24 1QQ  
T 01636 805 700 E rpsnewark@rpsgroup.com

Client **RIVER OAK**  
INVESTMENT CORP., LLC

Project Manston Airport Masterplan

Title DCO Application  
Boundary Plan  
Plan B

Status	Scale	Date Created
Preliminary	1:7500 @ A1	24.03.2016
Project Leader	Drawn By	Checked by
GD	CJ	JLE

Document Number	Revision	Subsity
NK018417 - RPS-MSE-X-DR-C-0115	P03	50

100m SCALE 1:7500





BIRCHAM DYSON BELL

**Schedule 3**

**Up to date official copies and title plans in relation to the Land**

**K803975**

**K837264**

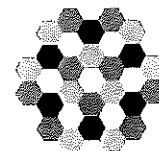
**K891199**

**K806190**



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.



# Official copy of register of title

Title number K803975

Edition date 03.07.2015

- This official copy shows the entries on the register of title on 08 MAR 2016 at 13:23:46.
- 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 08 Mar 2016.
- 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 Land Registry, Nottingham Office.

## A: Property Register

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

KENT : THANET

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being London Manston Airport, Manston Road, Manston, Ramsgate.

NOTE 1: The land coloured green on the title plan is not included in the title.

NOTE 2: *As to the part edged and lettered A in red on the title plan, so much of the land lying above the subsoil as consists of highway maintainable at the public expense is excluded from the registration.*

- 2 (21.05.1991) As to the land edged and numbered 64 in blue on the title plan there are excluded from this registration the mines and minerals excepted by the Conveyance dated 31 March 1924 referred to in the Charges Register in the following terms and the land is subject to the following rights reserved thereby:-

"Excepting and reserving to the Vendor in fee simple out of the Conveyance hereby made all mines and minerals of every description below a depth of Two hundred feet from the present surface of the land hereby conveyed with liberty to the Vendor his heirs and assigns and all persons authorised by him or them to win work and carry away the same but so nevertheless that the Vendor his heirs and assigns shall not enter upon the surface of the said land for the purpose of working the said mines or minerals which shall be worked or gotten by means of underground workings only and PROVIDED always that the Vendor his heirs or assigns shall pay to the President his successors or assigns adequate compensation for any damage or injury to the surface or to any buildings on the surface of the said land occasioned by the working of the said mines or minerals the amount of such compensation and all other matters in difference which may arise between the parties in connection with the said excepted mines or minerals to be settled by an Arbitrator under and subject to the provisions of the Arbitration Act 1889"

- 3 A Memorandum dated 23 February 1926 made by The President of The Air Council and endorsed on the Conveyance dated 31 March 1924 referred to in the Charges Register contains the following provisions and the registration of the land edged and numbered 64 in blue on the filed plan takes effect subject thereto:-

## A: Property Register continued

"THE PRESIDENT OF THE AIR COUNCIL hereby acknowledges that the within written Conveyance shall not operate as a grant of any right to an easement over the adjoining land of the within named Vendor in respect of the Water pipe at present running through the Vendors land on to and under the property the subject matter of the within written Conveyance."

- 4 (21.05.1991) There are included in this title the following matters excepted by and the land has the benefit of the following rights reserved by a Conveyance of the land lying to the north of the western portion of the land in this title dated 6 February 1968 made between (1) The Secretary of State for Defence (2) The Sevenscore Estates Limited and (3) Alexander MacTaggart and others:-

"EXCEPTING AND RESERVING out of this Conveyance for the benefit of the adjoining or neighbouring land of the Vendor known as Manston Airfield (hereinafter called "the retained land") in part shown edged in green on the said plan and the estate owner or owners for the time being of the retained land and the occupier thereof the following things and rights that is to say:-

The electricity cables.....in the approximate positions shown by broken green lines.....on the said plan and all other cables wires pipes drains and channels (if any) in or over the property hereby conveyed and serving the retained land and the right to the free passage of electricity gas water and soil through the same to and from the retained land together with all appropriate easements rights and privileges for repairing maintaining renewing and removing the same"

NOTE: The broken green line referred to is shown by a blue broken line from H and H on the filed plan.

- 5 (21.05.1991) The land has the benefit of the rights contained in a Deed Poll dated 22 December 1960 made by The Secretary of State for Air.

NOTE: The servient land is adjacent to the eastern boundary of the land tinted blue on the filed plan.

- 6 (21.05.1991) The land has the benefit of the following rights reserved by a Conveyance of other land dated 21 December 1967 made between (1) The Secretary of State for Defence (Vendor) (2) [REDACTED]

"RESERVING in fee simple out of this Conveyance for the benefit of so much of the adjoining or neighbouring land of the Vendor known as Manston Aerodrome and shown edged green on the plan (hereinafter called "the retained land") and the Estate Owner or Owners for the time being of the retained land and the occupiers thereof the right to use the existing water supply pipe and storm water drains in the approximate positions shown by blue and green lines respectively on the said plan the free passage of electricity gas water and soil from and to the retained land through the cables wires pipes drains and channels (if any) which are now in over or under the property hereby conveyed with all easements rights and privileges proper for repairing maintaining and reinstating the same"

NOTE: The land edged green referred to is the south eastern portion of the land in this title. The blue and green lines referred to are shown by a blue broken line from E to E and by brown broken lines from F to F and G to G respectively on the filed plan.

- 7 (21.05.1991) There are included in this title the following matters and rights reserved by a Conveyance of the land adjoining the southern boundary of the land edged and numbered 38 in blue on the filed plan dated 29 January 1968 made between (1) The Secretary of State for Defence (Vendor) and (2) [REDACTED]

"RESERVING in fee simple out of this Conveyance for the benefit of so much of the adjoining or neighbouring land of the Vendor known as "Manston Aerodrome" or "R.A.F. Manston" (hereinafter called "the retained land") and the estate owner or owners for the time being of

## A: Property Register continued

the retained land and the occupiers thereof the following things and rights that is to say:-

(a) The cables wires pipes drains and channels (if any) in or over the property hereby conveyed and serving the retained land and the right to the free passage of electricity gas water and soil through the same to and from the retained land together with all appropriate easements rights and privileges for repairing maintaining renewing and removing the same

(b) The right at all times to enter upon the property hereby conveyed with or without workmen and others for the purpose of maintaining inspecting or renewing the said fence marked "R.A.F. Manston Boundary Fence" on the said plan the Vendor making good any damage thereby caused to the property hereby conveyed"

NOTE: The fence referred to is the fence between the land conveyed and the land in this title.

- 8 (23.03.2001) There are included in this title the following matters excepted by and the land has the benefit of the following rights reserved by a Transfer of other land dated 7 March 1968 made between (1) The Secretary of State for Defence and (2) Kent County Council:-

"Except and Reserving in fee simple unto the Secretary of State for Defence or other the estate owner or owners for the time being of the remainder of the land comprised in the title above-mentioned and the occupiers thereof the drains and electricity cables shown by continuous green and red lines respectively on the said plan together with the right to the free passage of water soil and electricity through the same to and from the remainder of the land comprised in the title above-mentioned and such other adjoining or neighbouring land of the Secretary of State for Defence capable of benefiting thereby together with all appropriate easements rights and privileges for repairing maintaining and removing the same."

NOTE: The green line referred to is shown on the filed plan by a blue broken line between the points K to K so far as it falls within the land transferred. The red line does not affect the land in this title.

- 9 (20.02.1995) The land has the benefit of the following rights reserved by a Transfer of land adjoining the northern boundary of the land in this title dated 8 February 1995 made between (1) The Secretary of State for Defence and (2) [REDACTED]

"EXCEPT AND RESERVED in fee simple to the Vendor the right to use the high voltage electricity main in the approximate position shown to be a red line on the said plan and all other cables wires pipes drains and channels (if any) in or over the Property and serving the Retained Land and the right to the free passage of electricity gas water and soil through the same to and from the Retained Land together with all appropriate easements rights and privileges for repairing maintaining renewing and removing the same."

NOTE: The red line referred to has been reproduced on the filed plan.

- 10 (22.04.1996) The land has the benefit of the following rights reserved by a Transfer of the land adjoining the western boundary of the land in this title dated 20 March 1996 made between (1) The Secretary of State for Defence and (2) The Kent County Council:-

"There are reserved out of the property for the benefit in fee simple of the Retained Land the rights set out in the Schedule.

### THE SCHEDULE

1. All cables wires pipes drains and channels (if any) in or over the property hereby conveyed and serving the Retained Land and the right to free passage of electricity gas water and soil through the same to and from the Retained Land together with all appropriate easements rights and privileges for repairing maintaining renewing and removing the same.

### A: Property Register continued

2. The right to obtain install maintain remove or modify the existing lighting arrays and associated cables and other services on the property.

3. The right to install maintain remove or modify new lighting and associated cables and other services without charge on the verges footpaths or central reservations of the Property by agreement with the Purchaser."

NOTE: The Retained Land referred to is the land adjoining the Eastern boundary.

11 The land in this title and other land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 31 August 1999 referred to in the Charges Register.

12 The land in this title has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of land adjoining part of the north west boundary of the land in this title dated 16 November 1999 made between (1) Kent International Airport PLC and (2) Manston Developments Limited.

NOTE: Original filed under K806190.

13 The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

14 (14.02.2001) 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 K821976 in green on the filed plan dated 18 December 2000 made between (1) Kent International Airport PLC and (2) [REDACTED]

NOTE: Original filed under K821976.

15 (14.03.2002) The land edged and lettered A in red on the title plan added to the title on 14 March 2002.

16 (14.03.2002) The land has the benefit of the following rights contained in a Deed Poll dated 14 October 1960 made by The Secretary of State for Air:-

- "the Secretary of State in exercise of the power for this purpose given to him by Section 37 of the Requisitioned Land and War Works Act 1945 hereby declares that there is hereby conferred on him and his successors in title to the green land the easements specified in the Schedule hereto to the intent that the same shall be forever appurtenant to the green land for all purposes connected with the use occupation and enjoyment thereof and of all land and premises adjacent or near to the green land which are now or shall at any time hereafter be owned or occupied by the Secretary of State.

#### THE SCHEDULE

.....  
..

The right in fee simple to lay construct use maintain inspect renew and remove on and under land in the Parish of Minster and St. Lawrence Extra in the County of Kent an underground cable with the necessary apparatus in the position approximately indicated by a broken red line on Plan 3 annexed hereto.

Together with the necessary right of entry on the said lands for the purpose of exercising the said rights the Secretary of State keeping the said ..... cable and apparatus in good repair and paying reasonable compensation for damage to crops or to the surface caused in the exercise of such rights."

NOTE: The green land referred to lies to the south of the land in this title. The broken red line is shown by a blue broken line between points J-J on the filed plan.

## 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 (14.10.2014) PROPRIETOR: LOTHIAN SHELF (718) LIMITED (Co. Regn. No. 9223403) of Manston Airport, Manston Road, Manston, Ramsgate CT12 5BQ.
- 2 (14.10.2014) The price stated to have been paid on 19 September 2014 for the land in this title and other property was £7,000,000.
- 3 (14.10.2014) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 4 (14.10.2014) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 19 September 2014 in favour of Kent Facilities Limited referred to in the Charges Register.

## C: Charges Register

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

- 1 The parts of the land known as the A253 which are included in the title are subject to rights of way.
- 2 (21.05.1991) A Conveyance of the land edged and numbered 37 in blue on the filed plan dated 8 July 1903 made between (1) [REDACTED] and (2) [REDACTED] contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 3 (21.05.1991) A Conveyance of the land edged and numbered 38 in blue on the filed plan and other land dated 2 July 1904 made between (1) [REDACTED] and (2) [REDACTED] contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 4 (21.05.1991) A Conveyance of the land edged and numbered 10 in blue on the filed plan dated 28 April 1906 made between (1) [REDACTED] and (2) [REDACTED] contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 5 (21.05.1991) A Conveyance of the land edged and numbered 36 in blue on the filed plan and other land dated 29 January 1924 made between (1) [REDACTED] and (2) [REDACTED] contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 6 (21.05.1991) A Conveyance of the land edged and numbered 64 in blue on the title plan dated 31 March 1924 made between (1) [REDACTED] and (2) The President of The Air Council contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 7 (21.05.1991) By a Conveyance dated 12 August 1927 made between (1) [REDACTED] and (2) The President of The Air Council the land edged and numbered 9 in blue on the filed plan was conveyed subject to the covenants details of which are set out in the schedule of restrictive covenants hereto.
- 8 (21.05.1991) The lands edged and numbered 45 to 62 inclusive in blue on the filed plan became vested in the President of The Air Council by a Deed Poll dated 7 July 1928 executed pursuant to the provisions of the Lands Clauses Consolidation Act 1845 and no documents of earlier title have been produced to the Land Registry. The land is accordingly subject to such restrictive covenants or easements as may have been imposed thereon prior to 7 July 1928 and are still subsisting and enforceable.

## C: Charges Register continued

- 9 (21.05.1991) The land shown by blue broken lines from B to B and C and C on the filed plan is subject to the rights granted by a Deed dated 17 November 1933 made between (1) The President of The Air Council and (2) The Mayor Aldermen and Burgesses of The Borough of Margate.

*NOTE: Original Deed filed under K702685.*

- 10 (21.05.1991) An Agreement dated 4 January 1934 made between (1) [REDACTED] and (2) The Mayor Aldermen and Burgesses of The Borough of Ramsgate relates to an adit or conduit affecting part of the land edged and numbered 65 in blue on the filed plan.

*NOTE: Copy filed under K702685.*

- 11 (21.05.1991) A Conveyance of the land edged and numbered 65 in blue on the filed plan and a strip of land adjoining the road dated 18 November 1936 made between (1) [REDACTED] (2) [REDACTED] and (3) The Secretary of State for Air (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

- 12 The land edged and numbered 66 to 69 inclusive in blue on the filed plan is subject to the following rights reserved by a Transfer thereof dated 29 July 1940 made between (1) [REDACTED] and (2) The Secretary of State for Air:-

"Except and reserved nevertheless to the Vendor or other the owners of that part of the land comprised in the title number above referred to which is not hereby transferred the right to lay and maintain gas and water pipes and electric cables through and under those strips of the land hereby transferred lying and being within ten feet on either side of the roadway running through the said land hereby transferred between the points marked "A" and "B" respectively on the said plan"

*NOTE: Points A and B referred to are lettered X and Y respectively on the filed plan.*

- 13 (21.05.1991) The land shown by a blue broken line from D to D on the filed plan is subject to the rights granted by a Deed dated 1 October 1962 made between (1) The Secretary of State for Air and (2) Thanet Water Board.

*NOTE: Original filed under K702685.*

- 14 (21.05.1991) The land hatched blue on the filed plan is subject to rights granted by a Deed dated 7 March 1983 made between (1) The Secretary of State for Defence and (2) British Gas Corporation. The said Deed contains also Grantors restrictive provisions affecting the land hatched blue on the filed plan and support thereof from adjoining land.

*NOTE: Duplicate Deed filed under K702685.*

- 15 (21.05.1991) The land hatched blue on the filed plan is subject to rights granted by a Deed dated 8 June 1990 made between (1) The Secretary of State for Defence and (2) British Gas PLC. The said Deed contains also Grantors restrictive provisions affecting the land hatched blue on the filed plan and land in the vicinity thereof.

*NOTE: Duplicate deed filed under K702685.*

- 16 (21.05.1991) The land edged and numbered 39 to 44 inclusive in blue on the filed plan is subject to such restrictive covenants as may have been imposed thereon before 21 May 1991 and are still subsisting and capable of being enforced.

- 17 By divers Conveyances made by either [REDACTED] or his personal representatives [REDACTED] which together comprise the lands edged and numbered 11 to 21 inclusive in blue on the filed plan the lands were conveyed subject to identical covenants details of which are set out in the schedule of restrictive covenants hereto.

- 18 (21.05.1991) By divers Conveyances made by [REDACTED] which together

## C: Charges Register continued

comprise the land edged and numbered 22 to 28 inclusive in blue on the filed plan the lands were conveyed subject to identical covenants to those set out in the schedule of restrictive covenants hereto relating to the land edged and numbered 11 to 21 inclusive in blue on the filed plan except that Clause 5 of the first schedule thereof reads as follows:-

"5. No house, shop, or part of a house or shop shall be erected of less value than as follows; On Main Road Plots £300 for a detached house or £450 for a pair of houses, on the other Plots £200 for a detached house or £350 for a pair of houses. The value of a house is the amount of its net first cost in material and labour of construction only, estimated at the lowest current prices. Only one house shall be erected on each plot."

NOTE: The plan referred to is the first and second portions of the Manston Park Building Estate referred to above.

19 (21.05.1991) By divers conveyances made by [REDACTED] which together comprise the lands edged and numbered 29 to 35 inclusive in blue on the filed plan the lands were conveyed subject to identical covenants details of which are set out in the schedule of restrictive covenants hereto.

20 (21.05.1991) The land hatched brown on the filed plan is subject to rights granted by Deed dated 21 October 1992 made between (1) Secretary of State for Defence and (2) British Gas PLC

The said deed contains also Grantors restrictive provisions affecting the land tinted blue on the filed plan and land in the vicinity thereof.

NOTE: Duplicate deed filed k702685.

21 An Agreement dated 29 July 1999 made between (1) Kent International Airport PLC (2) Kent International Business Park Limited (3) Manston Developments Limited and (4) Wiggins Group PLC relates to the development of Manston Park and Manston Airport.

NOTE: Copy filed.

22 A Transfer of the land in this title and other land dated 31 August 1999 made between (1) Secretary of State for Defence and (2) Kent International Airport PLC contains restrictive covenants.

NOTE: Original filed.

23 (06.08.2002) 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.

24 (06.07.2006) A Deed dated 2 August 1990 made between (1) Kent International Airport Limited (First Grantor) (2) T.G.Aviation Limited (Second Grantor) and (3) Seeboard PLC (Seeboard) contains the following covenants:-

"WITH the intent and so as to bind the yellow land and every part thereof and every part of the Property which lies within 1.5 metres of the yellow land into whosoever hands the same respectively may come and to benefit and protect the rights and liberties hereby granted the First Grantor and the Second Grantor hereby severally covenant with Seeboard as follows:-

(a) Not to do or permit or suffer to be done any act which would in any way interfere with or damage any electric line retained or laid by Seeboard in the exercise of the rights and liberties hereby granted.

(b) Not to alter or permit or suffer to be altered the existing level of nor (subject as hereinafter provided) to cover or permit or suffer to be covered the surface of the yellow land in such a manner as to render the laying of an electric line thereunder or access to any electric line retained or laid thereunder or access to each end of the ducts impracticable or more difficult than it is at the date hereof PROVIDED ALWAYS and it is hereby agreed and declared that nothing in



## C: Charges Register continued

this covenant contained shall prevent the laying of appropriate surfaces on any part of the yellow land as forms the site of an intended road or footpath or other way after the initial laying of electric lines thereunder pursuant to the rights and liberties hereby granted.

(c) Without prejudice to the generality of the foregoing not to erect or permit or suffer to be erected any building or structure (other than such as are shown on the said plan) nor to plant or permit or suffer to be planted any trees on or within a distance of 1.5 metres of the yellow land."

NOTE: The yellow land referred to is hatched mauve on the title plan so far as it affects the land in this title.

- 25 (05.06.2009) The parts of land affected thereby are subject to the rights granted by a Deed dated 28 May 2009 made between (1) Infratil Kent Facilities Limited and (2) EDF Energy Networks (SPN) PLC.

The said Deed also contains restrictive covenants by the grantor.

NOTE: -Copy filed.

- 26 (14.10.2014) REGISTERED CHARGE dated 19 September 2014 affecting also other titles.

NOTE: Charge reference K743314.

- 27 (14.10.2014) Proprietor: KENT FACILITIES LIMITED (Scot. Co. Regn. No. SC136162) of 50 Lothian Road, Festival Square, Edinburgh EH3 9WJ.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 31 March 1924 referred to in the Charges Register:-

"THE President for himself his successors and assigns so as to bind himself and his successors in his and their official capacity only and not so as to render the President or his successors personally liable for any breach of this covenant after he shall have parted with all interest in the said hereditaments hereby conveyed but with intent to bind the said hereditaments into whosoever hands they may come and also all future owners and tenants of the said hereditaments hereby covenants with the Vendor his heirs and assigns that the President his successors or assigns shall not effect or permit the sale for consumption on or off the premises or the manufacture or part manufacture thereon of any Ale Beer Porter Stout or other Malt Liquor or of any Wines Spirits Cordials Liqueurs or other exciseable liquors Cyder Perry Mineral or Aerated Waters Ginger Beer or other similar beverages nor carry on or allow to be carried on any Restaurant Tea Shop or Garden or Eating house nor any business of the like nature on the said premises No Licence for the sale of any alcoholic liquors shall be applied for in respect of any premises situate on any part of the land hereby conveyed but these restrictions shall not operate so as to prevent the sale of any of the before mentioned beverages in any Canteen or Club established and carried on for the use of Members of His Majesty's Forces nor to prevent the erection of any Restaurant Tea Shop or Garden or Eating house used for the like purpose"

- 2 The following are details of the covenants contained in the Conveyance dated 12 August 1927 referred to in the Charges Register:-

"subject to the provisions and restrictions set out in the Schedule hereto so far as the same are applicable to the hereditaments hereby conveyed and are still subsisting and capable of being enforced

THE SCHEDULE above referred to

Restrictive covenants and conditions referred to in the Conveyance to the Vendor in which Conveyance the expression the Vendor means [REDACTED] and the Purchaser means the said [REDACTED]

## Schedule of restrictive covenants continued

1. The Purchaser is forthwith to make (if not already in existence) and afterwards to maintain a good and sufficient fence or hedge, 4 feet 6 inches high, to the approval of the Vendor next the roads right of way and on the sides of his plot marked T within the boundary and the Vendors reserve the right to graze or cut grass on such plot until fenced in.

2. No building is to project beyond the building line shewn on the Sale Plan and all houses shall be built facing the road.

3. The trade or an Innkeeper Victualler or Retailer of Wines Spirits or Beer is not to be carried on upon any plot.

4. No building shall be erected or used as a shop except on plots specified as "Shop Plots" on the sale plan and particulars except on plot 54 shewn on the sale plan.

5. No house shop or part of a house or shop shall be erected of less value than £250. Hotel £500. The Value of a house is the amount of its net first cost in materials and labour of construction only estimated at the lowest current prices. Only one house shall be erected on each Plot.

6. No bricks shall be made or burnt and no noxious or offensive trade business or manufacture carried on upon any plot.

7. No sand gravel clay chalk or soil shall be removed from any plot except for the erection of buildings thereon or any right of way granted or permitted across any plot.

8. The Junction Road appearing on the plans will be formed free of costs to the Purchaser and until the public authorities shall take upon themselves the repairs thereof the owner of each plot fronting same shall pay his proportion of any repairs or cost of maintenance of such road.

9. No caravan house on wheels or other chattel adapted or intended for use as a dwelling or sleeping apartment or any booth swing or roundabout shall be erected made or used or be allowed to remain on any plot and the Vendor may remove and dispose of any such erection or other thing, and for that purpose may break fences and forcibly enter any land upon which a breach of the stipulations shall occur and shall not be responsible for the safe keeping of anything so removed or any damage thereto

10. The growing crops are not included in this present sale and the Vendor reserves the right to enter upon the land for the purpose of removing the same on or before the 30th September next."

NOTE 1: The plan referred to is the Manston Park Building estate

NOTE 2: Copy plan filed under K702685.

3 The following are details of the covenants contained in the Conveyance dated 18 November 1936 referred to in the Charges Register:-

"THE Purchaser to the intent that the covenant hereinafter contained shall be binding on the property hereby conveyed and enure for the benefit of the Vendor and his successors in title and assigns owners for the time being of the land coloured green on the said plan but not so as to make the Purchaser personally liable in damages or otherwise for any breach thereof after he shall have parted with the property hereby conveyed hereby covenants with the Vendor and his successors in title and assigns not at any time to use or permit or suffer to be used the property hereby conveyed or any part or parts thereof as or for the purpose of an hotel public house or other licensed premises nor for the sale or consumption thereon of beers wines spirits or other alcoholic or exciseable liquors"

NOTE: The land coloured green referred to lies to the south of the land edged and numbered 65 in blue on the filed plan.

4 The following are details of the covenants contained in the Conveyances

## Schedule of restrictive covenants continued

of the land edged and numbered 11 to 21 inclusive in blue on the title plan referred to in the Charges Register:-

"the Purchaser hereby covenants with the Vendor his heirs and assigns and also with the Purchasers of the other lots on the said Estate that she the Purchaser her heirs and assigns shall and will at all times hereafter in all things observe and perform the several stipulations and conditions expressed and contained in the said first schedule hereto so far as the same relate to the hereditaments hereby conveyed and to acts or things to be done or omitted to be done by the Purchaser her heirs and assigns PROVIDED ALWAYS that the foregoing covenant shall only be binding on the Purchaser her heirs and assigns during the period of actual ownership but shall run with the land

### THE FIRST SCHEDULE ABOVE REFERRED TO

1. The Purchaser is forthwith to make (if not already in existence) and afterwards to maintain, a good and sufficient fence or hedge to the approval of the Vendor next the roads, rights of way, and on the sides of his plot marked T within the boundary, upon the plan drawn on these presents, and the Vendor reserves the right to graze or cut grass or other crops on such plot until fenced in.
2. No building is to project beyond the building line indicated on the plan hereto annexed, and each house shall front towards the shortest road frontage on the plot on which the same shall be erected.
3. The trade of an Innkeeper, Victualler, or Retailer of Wines, Spirits, or Beer is not to be carried on upon any plot except on plot marked "Hotel Site" on said plan.
4. No building shall be erected or used as a shop except on plots specified as "Shop Plots" on the said plan.
5. No house, shop or part of a house or shop shall be erected of less value than as follows: On Main Road Plots £300 for a detached house or \$450 for a pair of houses, on the other Plots £200 for a detached house or £350 for a pair of houses or Hotel £500. The value of a house is the amount of its net first cost in material and labour of construction only, estimated at the lowest current prices. Only one house shall be erected on each plot.
6. No bricks shall be made or burnt, and no noxious or offensive trade, business or manufacture shall be carried on upon any plot.
7. No sand, gravel, clay, chalk or soil shall be removed from any plot, except such as may be necessary to be excavated for the purpose of building thereon and drainage therefor, or any right of way granted or permitted across any plot.
8. Until the Public Authorities shall take upon themselves the repairs of the roads and footpaths shewn on the said plan, the owner of each plot shall pay his proportion of any repairs or cost of maintenance thereof.
9. No caravan, house on wheels, or other chattel adapted or intended for use as a dwelling or sleeping apartment, or any booth, swing, or roundabout shall be erected, made, or used, or be allowed to remain on any plot, and the Vendor may remove and dispose of any such erection or thing, and for that purpose may break fences and forcibly enter any land upon which a breach of this stipulation may occur, and shall not be responsible for the safe keeping of anything so removed, or any damage thereto."

NOTE: The plan referred to is the first and second portions of the Manston Park Building Estate referred to above.

- 5 The following are details of the covenants contained in the Conveyances of the lands edged and numbered 29 to 35 inclusive in blue on the title plan referred to in the Charges Register:-

"the Purchaser hereby covenants with the Vendor his heirs and assigns and also with the Purchasers of other lots on the said Estate that he

## Schedule of restrictive covenants continued

the Purchaser his heirs and assigns shall and will at all times hereafter in all things observe and perform the several stipulations and conditions expressed and contained in the said first Schedule hereto so far as the same relate to the hereditaments hereby conveyed and to acts or things to be done or omitted to be done by the Purchaser his heirs and assigns PROVIDED ALWAYS that the foregoing covenant shall only be binding on the Purchaser his heirs and assigns during the period of actual ownership but shall run with the land

### THE FIRST SCHEDULE above referred to

1. The Purchaser is forthwith to make (if not already in existence) and afterwards to maintain a good and sufficient fence or hedge to the approval of the Vendor next the roads, rights of way, and on the sides of his plot marked T within the boundary, the the Vendor reserves the right to graze or cut grass on such plot until fenced in.
2. No building is to project beyond the building line shown on the Sale Plan.
3. The trade of an Innkeeper, Victualler, or Retailer of Wines, Spirits or Beer is not to be carried on upon any plot except on plots marked "Hotel Site" on plan.
4. No building shall be erected or used as a shop, except on plots specified as "Shop Plots" on the sale plan and particulars, but the erection of such shops is optional.
5. No house, shop, or part of a house or shop shall be erected of less value than £200. The value of a house is the amount of its net first cost in materials and labour of construction only, estimated at the lowest current prices.
6. No bricks shall be made or burnt, and no noxious or offensive trade, business, or manufacture carried on, upon any plot.
7. No sand, gravel, clay, or soil shall be removed from any plot, except for the erection of buildings thereon, or any right of way granted or permitted across any plot.
8. No caravan, house on wheels, or other chattel adapted or intended for use as a dwelling or sleeping apartment, or any booth, swing, or roundabout shall be erected, made or used, or be allowed to remain on any plot, and the Vendor may remove and dispose of any such erection or other thing, and for that purpose may break fences and forcibly enter any land upon which a breach of the stipulations shall occur, and shall not be responsible for the safe keeping of anything so removed or any damage thereto.
9. The Vendor reserves the right to gather in and sell the crops now growing on the land hereby conveyed.

NOTE 1: The plan referred to is the second section of the Cliff-End Building Estate

NOTE 2: Copy plan filed under K702658.

## Schedule of notices of leases

1	12.06.1992 Edged and Nod 3 in brown and tinted brown	Site of an electricity Substation	29.05.1992 125 years (less 3 days) from 25.12.1987	K716128
2	31.01.2011 Edged and numbered 4 in blue	land at Kent International Airport	27.01.2011 10 years from and including 25/1/11	K976945

End of register





The land tinted green is not included in this title.



K823402

A

K837264

ENLARGEMENT D  
Scale 1:2500

ENLARGEMENT A  
Scale 1:1250  
Enlarged from 1:2500

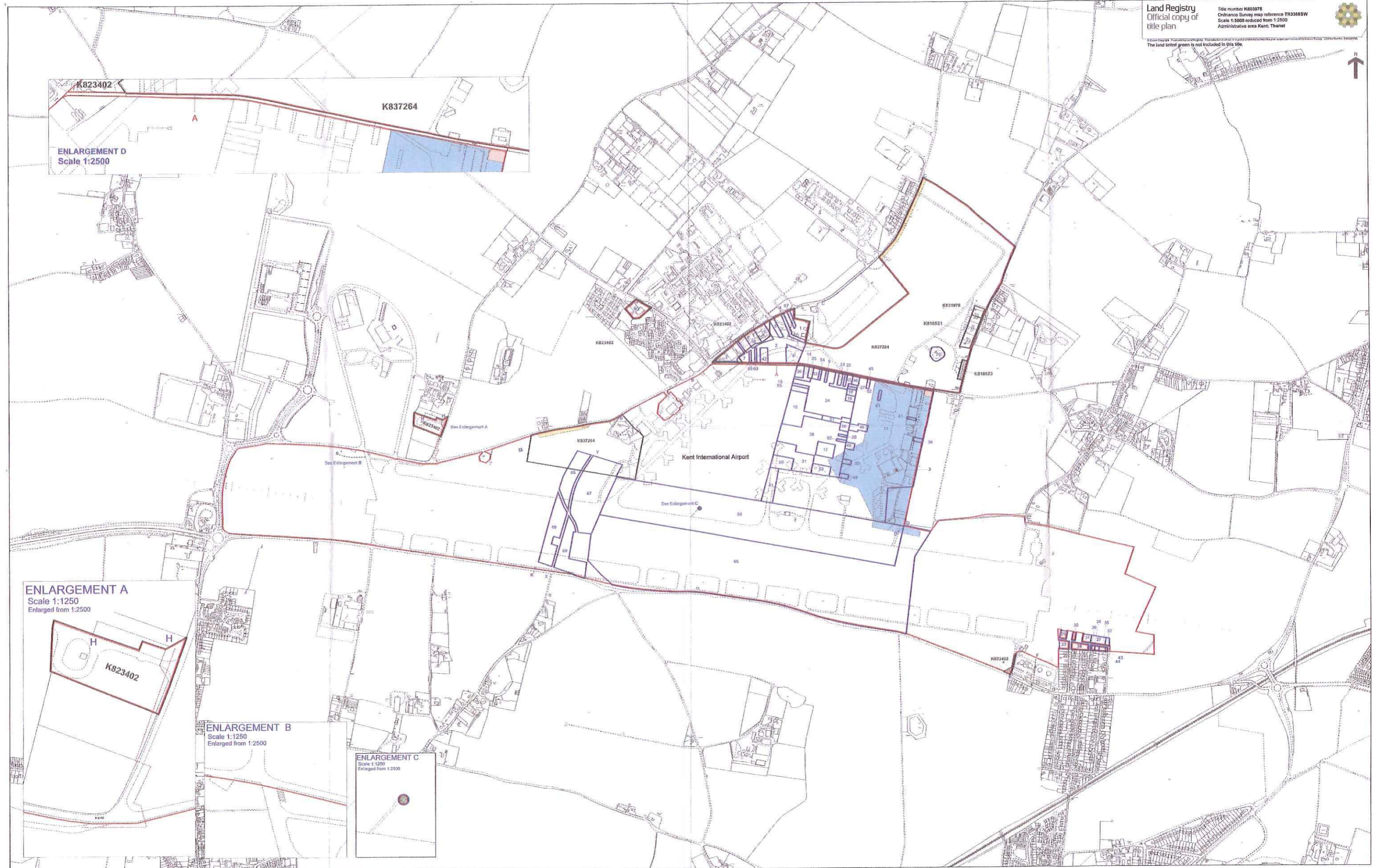
H

H

K823402

ENLARGEMENT B  
Scale 1:1250  
Enlarged from 1:2500

ENLARGEMENT C  
Scale 1:1250  
Enlarged from 1:2500

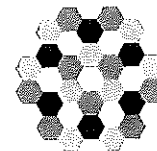


This official copy issued on 3 March 2016 shows the state of this title plan on 3 March 2016 at 15:56:14. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).  
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.  
This title is dealt with by Land Registry, Durham Office.

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.





# Official copy of register of title

Title number K837264

Edition date 04.11.2014

- This official copy shows the entries on the register of title on 14 JUN 2016 at 10:33:47.
- 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 14 Jun 2016.
- 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 Land Registry, Nottingham Office.

## A: Property Register

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

KENT : THANET

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the southeast side of Manston Road, Manston, Ramsgate.

NOTE: The land coloured green on the filed plan is not included in the title.

- 2 (21.05.1991) The land has the benefit of the rights contained in a Deed Poll dated 22 December 1960 made by The Secretary of State for Air.

NOTE: The servient land is adjacent to the southern boundary of the land of the largest extent comprising the land in this title.

- 3 The land in this title and other land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 31 August 1999 referred to in the Charges Register.

- 4 The land in this title has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of land adjoining part of the north west boundary of the land in this title dated 16 November 1999 made between (1) Kent International Airport PLC and (2) Manston Developments Limited.

NOTE: Original filed under K806190.

- 5 (14.02.2001) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of land forming part of the land tinted green on the filed plan forming part of the eastern boundary dated 18 December 2000 made between (1) Kent International Airport PLC and (2) [REDACTED]

NOTE: Original filed under K821976.

- 6 (23.07.2003) The land edged and numbered in green on the filed plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

- 7 (04.11.2014) 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 TT30211 in green on the title plan and other land dated 15 October 2014 made between (1) Lothian Shelf (718) Limited and (2)

Title number K837264

## A: Property Register continued

And Others.

*NOTE:-Copy filed under TT30211.*

## 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 (14.10.2014) PROPRIETOR: LOTHIAN SHELF (718) LIMITED (Co. Regn. No. 9223403) of Manston Airport, Manston Road, Manston, Ramsgate CT12 5BQ.
- 2 (14.10.2014) The price stated to have been paid on 19 September 2014 for the land in this title and other property was £7,000,000.
- 3 (14.10.2014) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 4 (14.10.2014) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 19 September 2014 in favour of Kent Facilities Limited referred to in the Charges Register.

## C: Charges Register

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

- 1 The parts of the land known as the A253 which are included in the title are subject to rights of way.
- 2 (21.05.1991) By a Conveyance dated 18 January 1924 made between (1) Rose Pettiford and others and (2) The President of The Air Council the land edged and numbered 1 to 3 inclusive in blue on the filed plan was conveyed subject as follows:-

"subject as to the hereditaments first and secondly hereinbefore described to the rights covenants and restrictions common to the whole of the said Thanet Park Estate set out in the Second Schedule hereto so far as the same still exist and are applicable to the hereditaments hereby conveyed"

*NOTE 1:* The content of the Second Schedule referred to is identical to the content of the First Schedule set out in the schedule of restrictive covenants hereto relating to the land edged and numbered 4 to 8 inclusive in blue on the filed plan. The plan referred to is the Thanet Park Estate

*NOTE 2:* Copy plan filed under K702685.

- 3 (21.05.1991) The lands edged and numbered 10,11,12 and 13 inclusive in blue on the filed plan became vested in the President of The Air Council by a Deed Poll dated 7 July 1928 executed pursuant to the provisions of the Lands Clauses Consolidation Act 1845 and no documents of earlier title have been produced to the Land Registry. The land is accordingly subject to such restrictive covenants or easements as may have been imposed thereon prior to 7 July 1928 and are still subsisting and enforceable.

- 4 (21.05.1991) The land shown by blue broken lines from B to B and C to C on the filed plan is subject to the rights granted by a Deed dated 17 November 1933 made between (1) The President of The Air Council and (2) The Mayor Aldermen and Burgesses of The Borough of Margate.

*NOTE:* Original Deed filed under K702685.

- 5 The land edged and numbered 14 and 15 in blue on the filed plan is



## C: Charges Register continued

subject to the following rights reserved by a Transfer thereof dated 29 July 1940 made between (1) [REDACTED] and (2) The Secretary of State for Air:-

"Except and reserved nevertheless to the Vendor or other the owners of that part of the land comprised in the title number above referred to which is not hereby transferred the right to lay and maintain gas and water pipes and electric cables through and under those strips of the land hereby transferred lying and being within ten feet on either side of the roadway running through the said land hereby transferred between the points marked "A" and "B" respectively on the said plan"

NOTE: The point B referred to is lettered Y on the filed plan. Point lettered A referred to does not affect the land in this title.

6 (21.05.1991) The land edged and numbered 9 in blue on the filed plan is subject to such restrictive covenants as may have been imposed thereon before 21 May 1991 and are still subsisting and capable of being enforced.

7 (21.05.1991) By divers Conveyances made by Payne Trapps & Company Limited which together comprise the lands edged and numbered 4 to 8 inclusive in blue on the filed plan the lands were conveyed subject to identical covenants details of which are set out in the schedule of restrictive covenants hereto.

8 (28.01.1993) The land tinted yellow on the filed plan is subject to the rights granted by a Deed dated 22 September 1992 made between (1) The Secretary of State for Defence and (2) Southern Water Services Limited.

NOTE: Duplicate deed filed under K702685.

9 An Agreement dated 29 July 1999 made between (1) Kent International Airport PLC (2) Kent International Business Park Limited (3) Manston Developments Limited and (4) Wiggins Group PLC relates to the development of Manston Park and Manston Airport.

NOTE: Copy filed under K803975.

10 A Transfer of the land in this title and other land dated 31 August 1999 made between (1) Secretary of State for Defence and (2) Kent International Airport PLC contains restrictive covenants.

NOTE: Original filed under K803975.

11 (15.12.2003) The land tinted mauve on the title plan is subject to rights of way on foot only.

12 (15.12.2003) The land tinted blue on the title plan is subject to rights of way.

13 (15.12.2003) The parking spaces at the rear of 1 to 12 Manston Court Road are subject to rights to park.

14 (15.12.2003) The land is subject to rights of drainage and rights in respect of gas, electricity and telephone services.

15 (06.12.2005) 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.

16 (05.06.2009) The parts of land affected thereby are subject to the rights granted by a Deed dated 28 May 2009 made between (1) Infratil Kent Facilities Limited and (2) EDF Energy Networks (SPN) PLC.

The said Deed also contains restrictive covenants by the grantor.

NOTE:-Copy filed under K803975.

17 (03.05.2013) The land is subject to the rights granted by a Deed dated 24 April 2013 made between (1) Infratil Kent Facilities Limited and (2) Southern Gas Networks Plc.

The said Deed also contains restrictive covenants by the grantor.

## C: Charges Register continued

NOTE: Copy filed.

- 18 (14.10.2014) REGISTERED CHARGE dated 19 September 2014 affecting also other titles.

NOTE: Charge reference K743314.

- 19 (14.10.2014) Proprietor: KENT FACILITIES LIMITED (Scot. Co. Regn. No. SC136162) of 50 Lothian Road, Festival Square, Edinburgh EH3 9WJ.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyances of the land edged and numbered 4 to 8 inclusive in blue on the filed plan referred to in the Charges Register:-

"the Purchaser to the intent and so that the covenants hereinafter contained shall be binding on the said piece or plot of land and hereditaments hereby conveyed into whosoever hands the same may come doth hereby for himself his heirs and assigns covenant with the Vendor its successors and assigns that he will henceforth observe perform and comply with the stipulations set forth in the First Schedule hereto and that nothing shall ever be erected fixed placed or done upon the said land hereby conveyed in breach or violation or contrary to the true and fair meaning of the said stipulations but this covenant is not to be held personally binding upon the Purchaser or any other person or persons except in respect of breaches committed or continued during his her or their joint or sole seizin of or title to the land upon or in respect of which any such breach shall have been committed.

### THE FIRST SCHEDULE

#### Stipulations

1. The Purchaser is forthwith to make (if not already in existence) and afterwards to maintain a good and sufficient fence or hedge 4 feet 6 inches high to the approval of the Vendors next the roads rights of way and on the sides of his plots marked T within the boundary and the Vendor reserves the right to graze or cut the grass on such plot until fenced in.
2. No building is to project beyond the building line shown on the sale plan and all houses shall be built facing the road.
3. The trade of an Innkeeper Victualler or Retailer of wines spirits or beer is not to be carried on upon any plot.
4. No building shall be erected or used as a shop except on plots specified as "shop plots" on the sale plan and particulars except on plot 54 shown on the sale plan.
5. No house shop or part of a house or shop shall be erected of less value than £250 Hotel £500 The value of a house is the amount of its net first cost in materials and labour of construction only estimated at the lowest current prices Only one house shall be erected on each plot.
6. No bricks shall be made or burnt and no noxious or offensive trade business or manufacture carried on upon any plot.
7. No sand gravel clay chalk or soil shall be removed from any plot except for the erection of buildings thereon or any right of way granted or permitted across any plot.
8. The Junction Road appearing on the plans will be formed free of cost to the Purchaser and until the public authorities shall take upon themselves the repair thereof the owner of each plot fronting same shall pay his proportion of any repairs or costs of maintenance of such road.
9. No caravan house on wheels or other chattel adapted or intended for use as a dwelling or sleeping apartment nor any booth swing or

Title number K837264

## Schedule of restrictive covenants continued

roundabout shall be erected made or used or be allowed to remain on any plot and the Vendor may remove and dispose of any such erection or other thing and for that purpose may break fences and forcibly enter any land upon which a breach of the stipulation shall occur and shall not be responsible for the safe keeping of anything so removed or any damage thereto"

NOTE: The plan referred to is the Thanet Park Estate referred to above.

## Schedule of notices of leases

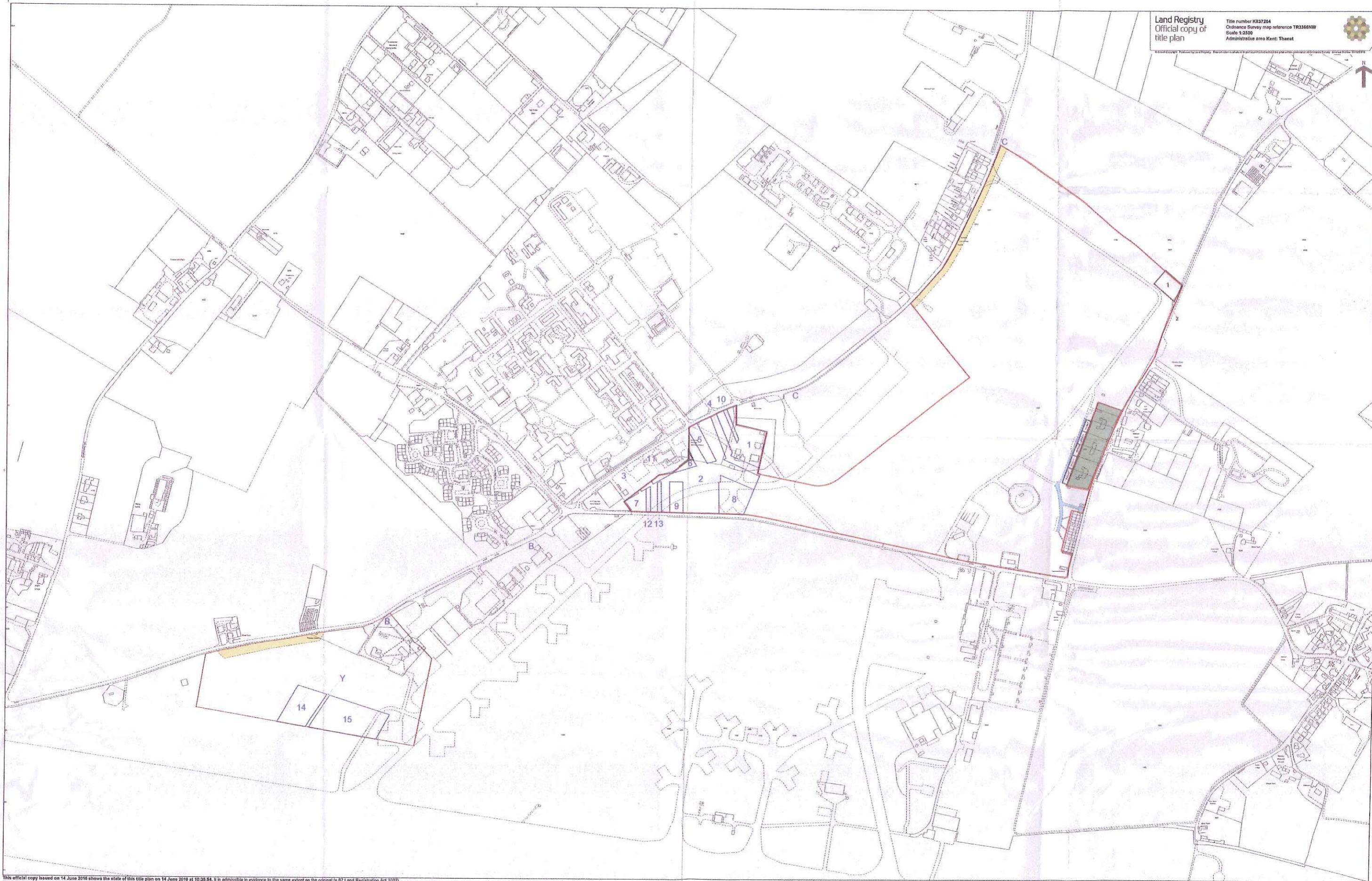
1	06.12.2005	An Electricity Sub Station, Edged and numbered 1 and 2 in brown	Manston Court Road and verge.	02.06.2005 125 years from 2.6.2005	K894125
---	------------	--	----------------------------------	--	---------

End of register



Land Registry  
Official copy of  
title plan

Title number: N037204  
Ordnance Survey map reference: TR3366NW  
Scale: 1:2500  
Administrative area: Kent: Thanet

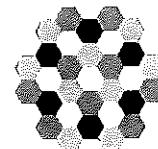


This official copy based on 14 June 2016 shows the state of this title plan on 14 June 2016 at 16:35:54. It is admissible in evidence to the same extent as the original (s.87 Land Registration Act 2002).  
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.  
This title is dealt with by Land Registry, Durham Office.



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.



# Official copy of register of title

Title number K891199

Edition date 06.10.2015

- This official copy shows the entries on the register of title on 14 JUN 2016 at 11:21:54.
- 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 14 Jun 2016.
- 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 Land Registry, Nottingham Office.

## A: Property Register

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

KENT : THANET

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land at Manston Airport, Ramsgate.
- 2 (21.05.1991) There are included in this title the following matters excepted by and the land has the benefit of the following rights reserved by a Conveyance of the land lying to the north of the western portion of the land in this title dated 6 February 1968 made between (1) The Secretary of State for Defence (2) The Sevenscore Estates Limited and (3) [REDACTED] -

"EXCEPTING AND RESERVING out of this Conveyance for the benefit of the adjoining or neighbouring land of the Vendor known as Manston Airfield (hereinafter called "the retained land") in part shown edged in green on the said plan and the estate owner or owners for the time being of the retained land and the occupier thereof the following things and rights that is to say:-

The electricity cables.....in the approximate positions shown by broken green lines.....on the said plan and all other cables wires pipes drains and channels (if any) in or over the property hereby conveyed and serving the retained land and the right to the free passage of electricity gas water and soil through the same to and from the retained land together with all appropriate easements rights and privileges for repairing maintaining renewing and removing the same"

NOTE: The broken green line referred to is shown by a blue broken line between points H and H on the filed plan.

- 3 (21.05.1991) The land has the benefit of the following rights reserved by a Conveyance of other land dated 21 December 1967 made between (1) The Secretary of State for Defence (Vendor) (2) [REDACTED]

"RESERVING in fee simple out of this Conveyance for the benefit of so much of the adjoining or neighbouring land of the Vendor known as Manston Aerodrome and shown edged green on the plan (hereinafter called "the retained land") and the Estate Owner or Owners for the time being of the retained land and the occupiers thereof the right to use the

## A: Property Register continued

existing water supply pipe and storm water drains in the approximate positions shown by blue and green lines respectively on the said plan the free passage of electricity gas water and soil from and to the retained land through the cables wires pipes drains and channels (if any) which are now in over or under the property hereby conveyed with all easements rights and privileges proper for repairing maintaining and reinstating the same"

NOTE: The land edged green referred to is the south eastern portion of the land in this title. The blue and green lines referred to are shown by a blue broken line from E to E and a brown broken line from G to G respectively on the filed plan.

- 4 (20.02.1995) The land has the benefit of the following rights reserved by a Transfer of land adjoining the northern boundary of the land in this title dated 8 February 1995 made between (1) The Secretary of State for Defence and (2) [REDACTED]

"EXCEPT AND RESERVED in fee simple to the Vendor the right to use the high voltage electricity main in the approximate position shown to be a red line on the said plan and all other cables wires pipes drains and channels (if any) in on or over the Property and serving the Retained Land and the right to the free passage of electricity gas water and soil through the same to and from the Retained Land together with all appropriate easements rights and privileges for repairing maintaining renewing and removing the same."

NOTE: The red line referred to has been reproduced on the filed plan.

- 5 The land in this title and other land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 31 August 1999 referred to in the Charges Register.

- 6 The land in this title and other land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of land lying to the north west of the land in this title dated 16 November 1999 made between (1) Kent International Airport PLC and (2) Manston Developments Limited.

NOTE: Copy filed under K806190.

- 7 (04.11.2014) 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 TT30211 in green on the title plan and other land dated 15 October 2014 made between (1) Lothian Shelf (718) Limited and (2) [REDACTED]

NOTE: Copy filed under TT30211.

## 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 (14.10.2014) PROPRIETOR: LOTHIAN SHELF (718) LIMITED (Co. Regn. No. 9223403) of Manston Airport, Manston Road, Manston, Ramsgate CT12 5BQ.
- 2 (14.10.2014) The price stated to have been paid on 19 September 2014 for the land in this title and other property was £7,000,000.
- 3 (14.10.2014) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 4 (14.10.2014) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 19 September 2014 in favour of Kent Facilities Limited referred to in the Charges Register.

## C: Charges Register

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

- 1 The parts of the land known as the A253 which are included in the title are subject to rights of way.
- 2 (21.05.1991) By a Conveyance dated 18 January 1924 made between (1) [REDACTED] and (2) The President of The Air Council the land edged and numbered 1 to 3 inclusive in blue on the filed plan was conveyed subject as follows:-

"subject as to the hereditaments first and secondly hereinbefore described to the rights covenants and restrictions common to the whole of the said Thanet Park Estate set out in the Second Schedule hereto so far as the same still exist and are applicable to the hereditaments hereby conveyed"

NOTE 1: The content of the Second Schedule referred to is identical to the content of the First Schedule set out in the schedule of restrictive covenants hereto relating to the land edged and numbered 4 to 7 inclusive in blue on the filed plan. The plan referred to is the Thanet Park Estate

NOTE 2: Copy plan filed under K702285.

- 3 (21.05.1991) The land edged and numbered 8 in blue on the filed plan became vested in the President of The Air Council by a Deed Poll dated 7 July 1928 executed pursuant to the provisions of the Lands Clauses Consolidation Act 1845 and no documents of earlier title have been produced to the Land Registry. The land is accordingly subject to such restrictive covenants or easements as may have been imposed thereon prior to 7 July 1928 and are still subsisting and enforceable.
- 4 (21.05.1991) By divers Conveyances made by Payne Trapps & Company Limited which together comprise the lands edged and numbered 4 to 7 inclusive in blue on the filed plan the lands were conveyed subject to identical covenants details of which are set out in the schedule of restrictive covenants hereto.
- 5 An Agreement dated 29 July 1999 made between (1) Kent International Airport PLC (2) Kent International Business Park Limited (3) Manston Developments Limited and (4) Wiggins Group PLC relates to the development of Manston Park and Manston Airport.

NOTE: Copy filed under K803975.

- 6 A Transfer of the land in this title and other land dated 31 August 1999 made between (1) Secretary of State for Defence and (2) Kent International Airport PLC contains restrictive covenants.

NOTE: Copy filed under K803975.

- 7 (14.10.2014) REGISTERED CHARGE dated 19 September 2014 affecting also other titles.

NOTE: Charge reference K743314.

- 8 (14.10.2014) Proprietor: KENT FACILITIES LIMITED (Scot. Co. Regn. No. SC136162) of 50 Lothian Road, Festival Square, Edinburgh EH3 9WJ.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyances of the land edged and numbered 4 to 7 inclusive in blue on the filed plan referred to in the Charges Register:-

"the Purchaser to the intent and so that the covenants hereinafter contained shall be binding on the said piece or plot of land and hereditaments hereby conveyed into whosoever hands the same may come doth hereby for himself his heirs and assigns covenant with the Vendor its successors and assigns that he will henceforth observe perform and comply with the stipulations set forth in the First Schedule hereto and that nothing shall ever be erected fixed placed or done upon the said land hereby conveyed in breach or violation or contrary to the true and



## Schedule of restrictive covenants continued

fair meaning of the said stipulations but this covenant is not to be held personally binding upon the Purchaser or any other person or persons except in respect of breaches committed or continued during his her or their joint or sole seizin of or title to the land upon or in respect of which any such breach shall have been committed.

### THE FIRST SCHEDULE

#### Stipulations

1. The Purchaser is forthwith to make (if not already in existence) and afterwards to maintain a good and sufficient fence or hedge 4 feet 6 inches high to the approval of the Vendors next the roads rights of way and on the sides of his plots marked T within the boundary and the Vendor reserves the right to graze or cut the grass on such plot until fenced in.
2. No building is to project beyond the building line shown on the sale plan and all houses shall be built facing the road.
3. The trade of an Innkeeper Victualler or Retailer of wines spirits or beer is not to be carried on upon any plot.
4. No building shall be erected or used as a shop except on plots specified as "shop plots" on the sale plan and particulars except on plot 54 shown on the sale plan.
5. No house shop or part of a house or shop shall be erected of less value than £250 Hotel £500 The value of a house is the amount of its net first cost in materials and labour of construction only estimated at the lowest current prices Only one house shall be erected on each plot.
6. No bricks shall be made or burnt and no noxious or offensive trade business or manufacture carried on upon any plot.
7. No sand gravel clay chalk or soil shall be removed from any plot except for the erection of buildings thereon or any right of way granted or permitted across any plot.
8. The Junction Road appearing on the plans will be formed free of cost to the Purchaser and until the public authorities shall take upon themselves the repair thereof the owner of each plot fronting same shall pay his proportion of any repairs or costs of maintenance of such road.
9. No caravan house on wheels or other chattel adapted or intended for use as a dwelling or sleeping apartment nor any booth swing or roundabout shall be erected made or used or be allowed to remain on any plot and the Vendor may remove and dispose of any such erection or other thing and for that purpose may break fences and forcibly enter any land upon which a breach of the stipulation shall occur and shall not be responsible for the safe keeping of anything so removed or any damage thereto"

NOTE: The plan referred to is the Thanet Park Estate plan referred to above.

End of register



Land Registry  
Official copy of  
title plan

Title number K891199  
Ordnance Survey map reference TR3365NW  
Scale 1:5000 reduced from 1:2500  
Administrative area Kent: Thanet

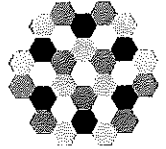


This official copy issued on 20 June 2016 shows the state of this title plan on 20 June 2016 at 14:42:24. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002).  
This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground.  
This title is dealt with by Land Registry, Durham Office.



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.



# Official copy of register of title

Title number K806190

Edition date 14.10.2014

- This official copy shows the entries on the register of title on 14 MAR 2016 at 15:47:54.
- 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 14 Mar 2016.
- 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 Land Registry, Nottingham Office.

## A: Property Register

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

KENT : THANET

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land on the south-east side of Manston Road, Manston, Ramsgate.
- 2 The land in this title and other land has the benefit of the rights granted by but is subject to the rights reserved by the Transfer dated 31 August 1999 referred to in the Charges Register.
- 3 The land in this title has the benefit of the rights granted by but is subject to the rights reserved by a Transfer dated 16 November 1999 made between (1) Kent International Airport PLC and (2) Manston Developments Limited.

*NOTE: Original filed.*

## 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 (14.10.2014) PROPRIETOR: LOTHIAN SHELF (718) LIMITED (Co. Regn. No. 9223403) of Manston Airport, Manston Road, Manston, Ramsgate CT12 5BQ.
- 2 (14.10.2014) The price stated to have been paid on 19 September 2014 for the land in this title and other property was £7,000,000.
- 3 (14.10.2014) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 4 (14.10.2014) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 19 September 2014 in favour of Kent Facilities Limited referred to in the Charges Register.

## C: Charges Register

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

- 1 (21.05.1991) By a Conveyance dated 18 January 1924 made between (1) [REDACTED] and (2) The President of The Air Council the land tinted pink on the filed plan was conveyed subject as follows:-

"subject as to the hereditaments first and secondly hereinbefore described to the rights covenants and restrictions common to the whole of the said Thanet Park Estate set out in the Second Schedule hereto so far as the same still exist and are applicable to the hereditaments hereby conveyed"

NOTE 1: The content of the Second Schedule referred to is identical to the content of the First Schedule set out in the schedule of restrictive covenants hereto relating to the land tinted blue on the filed plan. The plan referred to is the Thanet Park Estate

NOTE 2: Copy plan filed under K702285.

- 2 (21.05.1991) The land shown by a blue broken line on the filed plan is subject to the rights granted by a Deed dated 17 November 1933 made between (1) The President of The Air Council and (2) The Mayor Aldermen and Burgesses of The Borough of Margate.

NOTE: Original Deed filed under K702685.

- 3 (21.05.1991) By diverse Conveyances made by Payne Trapps & Company Limited which included the land tinted blue on the filed plan the land was conveyed subject to identical covenants details of which are set out in the schedule of restrictive covenants hereto.

- 4 (28.01.1993) The land tinted yellow on the filed plan is subject to the rights granted by a Deed dated 22 September 1992 made between (1) The Secretary of State for Defence and (2) Southern Water Services Limited.

NOTE: Duplicate deed filed under K702685.

- 5 A Transfer of the land in this title and other land dated 31 August 1999 made between (1) Secretary of State for Defence and (2) Kent International Airport PLC contains restrictive covenants.

NOTE: Original filed under K803975.

- 6 (14.10.2014) REGISTERED CHARGE dated 19 September 2014 affecting also other titles.

NOTE: Charge reference K743314.

- 7 (14.10.2014) Proprietor: KENT FACILITIES LIMITED (Scot. Co. Regn. No. SC136162) of 50 Lothian Road, Festival Square, Edinburgh EH3 9WJ.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance of the land tinted blue on the filed plan referred to in the Charges Register:-

"the Purchaser to the intent and so that the covenants hereinafter contained shall be binding on the said piece or plot of land and hereditaments hereby conveyed into whosoever hands the same may come doth hereby for himself his heirs and assigns covenant with the Vendor its successors and assigns that he will henceforth observe perform and comply with the stipulations set forth in the First Schedule hereto and that nothing shall ever be erected fixed placed or done upon the said land hereby conveyed in breach or violation or contrary to the true and fair meaning of the said stipulations but this covenant is not to be held personally binding upon the Purchaser or any other person or persons except in respect of breaches committed or continued during his her or their joint or sole seizin of or title to the land upon or in respect of which any such breach shall have been committed.

## Schedule of restrictive covenants continued

### Stipulations

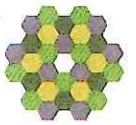
1. The Purchaser is forthwith to make (if not already in existence) and afterwards to maintain a good and sufficient fence or hedge 4 feet 6 inches high to the approval of the Vendors next the roads rights of way and on the sides of his plots marked T within the boundary and the Vendor reserves the right to graze or cut the grass on such plot until fenced in.
2. No building is to project beyond the building line shown on the sale plan and all houses shall be built facing the road.
3. The trade of an Innkeeper Victualler or Retailer of wines spirits or beer is not to be carried on upon any plot.
4. No building shall be erected or used as a shop except on plots specified as "shop plots" on the sale plan and particulars except on plot 54 shown on the sale plan.
5. No house shop or part of a house or shop shall be erected of less value than £250 Hotel £500 The value of a house is the amount of its net first cost in materials and labour of construction only estimated at the lowest current prices Only one house shall be erected on each plot.
6. No bricks shall be made or burnt and no noxious or offensive trade business or manufacture carried on upon any plot.
7. No sand gravel clay chalk or soil shall be removed from any plot except for the erection of buildings thereon or any right of way granted or permitted across any plot.
8. The Junction Road appearing on the plans will be formed free of cost to the Purchaser and until the public authorities shall take upon themselves the repair thereof the owner of each plot fronting same shall pay his proportion of any repairs or costs of maintenance of such road.
9. No caravan house on wheels or other chattel adapted or intended for use as a dwelling or sleeping apartment nor any booth swing or roundabout shall be erected made or used or be allowed to remain on any plot and the Vendor may remove and dispose of any such erection or other thing and for that purpose may break fences and forcibly enter any land upon which a breach of the stipulation shall occur and shall not be responsible for the safe keeping of anything so removed or any damage thereto"

NOTE: The plan referred to is the Thanet Park Estate referred to above.

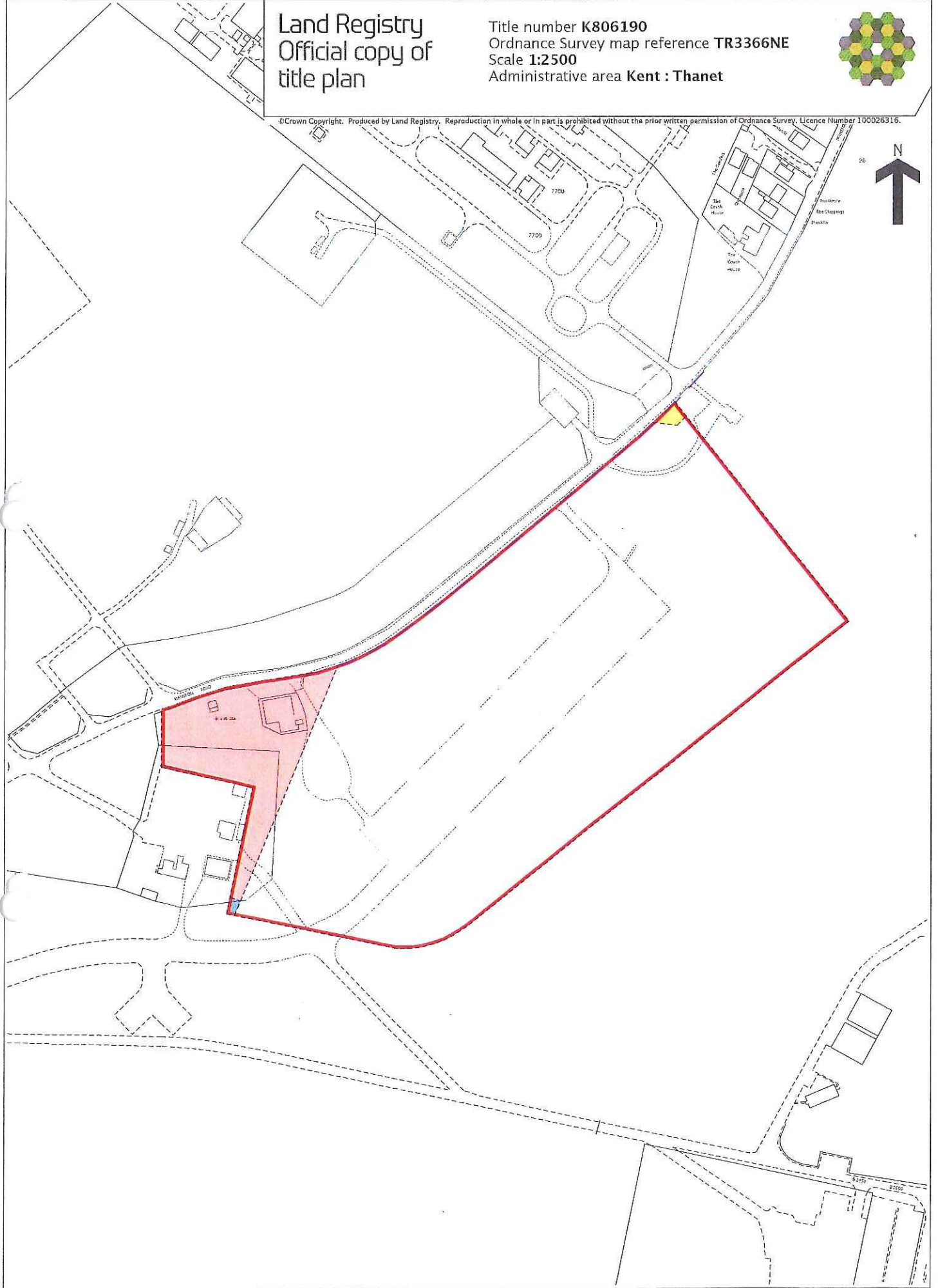
End of register

Land Registry  
Official copy of  
title plan

Title number **K806190**  
Ordnance Survey map reference **TR3366NE**  
Scale **1:2500**  
Administrative area **Kent : Thanet**



© Crown Copyright. Produced by Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey. Licence Number 100026316.







BIRCHAM DYSON BELL

#### **Schedule 4**

**Schedule detailing the proposed survey**

## EIA Survey and Site Access requirements

Topic	Location	Duration	Intrusive	Buildings	Night Time	Repeat
Land Quality	All of Site	2 days	No, but maybe as follow-up	Yes	No	No but follow-up may be needed
Heritage	All of Site	1 day	No	Possibly	No	No
Water	All of Site	2 days	No	No	No	No
Ecology	All of Site	60+ visits over 6-12 months, total depending on survey types	No	Possibly	Yes	Yes

## Air Quality, Landscape and Visual Impact, Noise, Socio-Economic, Traffic & Transport

No requirements for site access to undertake surveys at present.

### Land Quality

#### Specification the surveys to be carried out:

A land quality Phase 1 desktop study, including a site walkover, is required to provide baseline information as part of the Land Quality ES Chapter for the EIA.

#### Outline Methodology, including the need for any trial holes or other preparatory work:

A site walkover including inspection of areas previously or currently used for potentially contaminative uses, including fuel storage and use, hangars and workshops, aircraft breaking areas, formal and informal waste disposal areas will be conducted and photographs taken. Also includes current and historic building locations, buildings (e.g. hangars), current and historic fuel and antifreeze storage areas, fire training areas, waste disposal areas, any 'unusual' features (e.g. invasive plants, raised mounds, areas of vegetative stress, possible vent stacks, unusual grid patterns on the site surface, manholes and possible breather pipes etc.).

No intrusive investigation required as part of the Phase 1 study, but intrusive surveys may be needed at a later stage depending on the results of the Phase 1 study. The requirement for and scope of the Phase 2 study will be agreed following completion of Phase 1 with the EA.

#### Why and how the surveys are connected with the proposed Development Consent Order (DCO):

The survey is to inform the issues associated with potential land contamination which will be required as part of the EIA to be produced in support of the DCO application.

#### The scope of the surveys and whether these have been agreed as required with any relevant regulatory body e.g. the Environment Agency etc:

To visually identify evidence of contamination, locations of potential sources of contamination and assess their condition, surrounding land uses and any potentially contaminating activities, the presence of potential receptors (on- and off-site), to obtain information on activities/procedures and standards of housekeeping, and characterise site access and potential investigation locations and constraints. A meeting is being held with the Environment Agency to agree the scope of works on Monday 11 April, a site visit as part of the Phase 1 is a standard requirement to comply with section 6.2.2 of BS10175:2001.

#### Identification of the survey area:

All of site red line boundary.

#### Timescale for the surveys and the overall period:

2 consecutive days

#### Indication of whether repeat visits will be required and if so how many, how often and when:

Repeat visits are not required as part of the Phase 1 study.

#### Statement of whether there is the need for any night-time (or other unusual times of the day) surveys and if so, explanation as to why:

No

#### Access to any buildings or other structures or secure areas will be required:

Yes, ideally access to all buildings and structures, but as a minimum the fuel farm(s), cargo handling area and aprons, hangar 1 and the fire station.

---

## Heritage

### Specification the surveys to be carried out:

A walkover survey of the whole site to be completed as part of the historic environment desk-based assessment.

### Outline Methodology, including the need for any trial holes or other preparatory work:

Site visit will identify visible historic features and assess possible factors which may affect the survival or condition of known or potential historic environment assets on the site. Photographs of historic features will be taken to document current state/level of survival.

### Why and how the surveys are connected with the proposed Development Consent Order (DCO):

The EIA will need to identify historic features and assess whether these impacted by the proposed development, the historic environment desk-based assessment will be completed to provide the baseline data for the ES chapter.

### The scope of the surveys and whether these have been agreed as required with any relevant regulatory body e.g. the Environment Agency etc:

There are a number of historic monuments within the airport area, many of which have been interpreted from air photographs; before the visit data will be obtained from the Kent Historic Environment Record (HER), the site visit will require all of the historic assets identified within the HER to be visited to see what there is on the ground. In addition the site will need to be examined to determine what the survivals are from the Cold War and WW2 and if anything survives from the WW1 airfield in its initial incarnation.

Discussions have been started with the Kent County Council Heritage Conservation Team to agree the scope of works and a meeting is planned for April to finalise scope of works. A site visit as part of an EIA is a standard requirement of the Chartered Institute for Archaeologist (CIfA) Standard and guidance for historic environment desk-based assessments.

### Identification of the survey area:

All of site red line boundary.

### Timescale for the surveys and the overall period:

1 day

### Indication of whether repeat visits will be required and if so how many, how often and when:

Not expected at this stage.

### Statement of whether there is the need for any night-time (or other unusual times of the day) surveys and if so, explanation as to why:

No

### Access to any buildings or other structures or secure areas will be required:

Potential access to buildings identified as having heritage value.

---

## Ground & Surface Water

### Specification the surveys to be carried out:

Walkover survey to support the development of mitigation in the Flood Risk Assessment and ES chapter.

### Outline Methodology, including the need for any trial holes or other preparatory work:

Initial walkover survey would not require any intrusive works. Following scoping it may be necessary to undertake ground (and possible surface) water quality monitoring but it is envisaged that this will also fall under the scope of the land quality Phase 2 works and so no additional survey work is envisaged at this point, though we need to await the EAs response to the scoping report.

### Why and how the surveys are connected with the proposed Development Consent Order (DCO):

In order to develop robust mitigation measures in the ES and FRA we need to have an appreciation of the local site topography, drainage paths and location of site infrastructure. This can only be achieved properly with a site visit.

### The scope of the surveys and whether these have been agreed as required with any relevant regulatory body e.g. the Environment Agency etc:

No mandatory requirements but meeting planned with Environment Agency on Monday 11 April to agree scope of works

---



**Identification of the survey area:**

All of site red line boundary.

**Timescale for the surveys and the overall period:**

2 consecutive days.

**Indication of whether repeat visits will be required and if so how many, how often and when:**

Not envisaged at the moment.

**Statement of whether there is the need for any night-time (or other unusual times of the day) surveys and if so, explanation as to why:**

No

**Access to any buildings or other structures or secure areas will be required:**

No

---

**Ecology (also see below)****Specification the surveys to be carried out:**

All baseline survey work for ecology must be undertaken to inform EIA. Need to understand status of any protected or otherwise notable species and habitats on site to inform assessment. All methods based on widely agreed approaches – none scoped or agreed with consultees at this stage.

**Outline Methodology, including the need for any trial holes or other preparatory work:**

Initial walkover of site will be required to complete Phase 1 habitat survey to produce written and photographic records of the habitats across the site and identify possible habitats that could support protected species. The results of this will allow us to provide the full level of detail being asked for in relation to Phase 2 species-specific survey work (e.g. for bats, reptiles or wintering birds) because this cannot be scoped until an initial site visit has been made where access is gained to the full red line boundary. Once the visit is undertaken (as part of the Phase 1 Habitat Survey), we will be able to provide the necessary detail.

Indicative information on methodology for Phase 2 surveys are presented below and is likely to be revised following the initial site visit.

**Why and how the surveys are connected with the proposed Development Consent Order (DCO):**

In order to provide information on the current ecological baseline for the site as part of the production of the ES surveys are required to identify the habitats and protected species across the development site.

**The scope of the surveys and whether these have been agreed as required with any relevant regulatory body e.g. the Environment Agency etc:**

Discussion have been started with Natural England and a meeting is planned for April to agree the scope of the Phase 1 habitat survey, requirements for and scope of Phase 2 species survey works will be agreed following completion of Phase 1.

**Identification of the survey area:**

All of site red line boundary.

**Timescale for the surveys and the overall period:**

5 consecutive days for Phase 1, possibly several days (for which different surveys will be combined where possible) for Phase 2, see below

**Indication of whether repeat visits will be required and if so how many, how often and when:**

Not for Phase 1 but likely for Phase 2, see below

**Statement of whether there is the need for any night-time (or other unusual times of the day) surveys and if so, explanation as to why:**

Not for Phase 1 but likely for Phase 2, see below

**Access to any buildings or other structures or secure areas will be required:**

Not for Phase 1 but yes for Phase 2, see below

---



## Additional Ecological Surveys

Provided below is an indication of the nature of the ecological survey work required in order to support a DCO application for Manston Airport. Most importantly in relation to ecology work, we are currently unable to provide the full level of detail being asked for in relation to Phase 2 species-specific survey work (e.g. for bats or reptiles or wintering birds) because this cannot be scoped until an initial site visit has been made where access is gained to the full red line boundary. Once the visit is undertaken (as part of the extended Phase 1 Habitat Survey), we will be able to provide the necessary detail. As such, the information below is indicative in terms of timescales etc. and is likely to be revised following the initial site visit.

The species surveys are season dependant with some overlap in survey seasons, but different requirements for time of day, frequency of visits, and number of repeat visits; survey staff required to have species specific license to undertake survey. Works will be programmed to coincide as much as possible within the constraints outline above.

	Method	Why? Agreed with Stat. Consultee?	Survey Area (including building access?)	Timescales? Repeat Visits?	Night time working
<b>Extended Phase 1 Survey</b>	Walkover survey – taking notes and mapping habitats	All baseline survey work for ecology must be undertaken to inform EIA. Need to understand status of any protected or otherwise notable species and habitats on site to inform assessment. All methods based on widely agreed approaches – none scoped or agreed with consultees at this stage.	Full red line boundary and all habitats within 30m of the site boundary (where access allows)	Single surveyor. Less than 5 days on site. Repeat visits not likely to be necessary.	No
<b>Reptile Surveys</b>	Placement of refugia across all grassland and scrubby habitats. Checking refugia over 7 visits during summer time. Also general walkover and observations.	All baseline survey work for ecology must be undertaken to inform EIA. Need to understand status of any protected or otherwise notable species and habitats on site to inform assessment. All methods based on widely agreed approaches – none scoped or agreed with consultees at this stage.	All grassland and scrubby habitats deemed suitable to support this species that could be impacted on by proposals (even if just through management).	Minimum of 8 visits by 2 surveyors spread over summer period (April to September). Repeat visits may be required if confirmed to be present.	No but early morning visits (i.e. before 7am) may be necessary in the peak of the summer.
<b>Bird Surveys</b>	Walkover surveys using binoculars	All baseline survey work for ecology must be undertaken to inform EIA. Need to understand status of any protected or otherwise notable species and habitats on site to inform assessment. All methods based on widely agreed approaches – none scoped or agreed with consultees at this stage.	TBC – as a minimum the red line boundary but also likely to need to cover other sites in the locality and potentially the Sandwich Bay SPA designated site too.	Breeding bird surveys should run with minimum of 1 visit per month between April and June inclusive depending on site conditions. Wintering bird surveys usually comprise 2 visits per month over a 6 month period October to March inclusive. Repeat surveys may be required.	Not likely to be required although very early morning surveys will be necessary.

	Method	Why? Agreed with Stat. Consultee?	Survey Area (including building access?)	Timescales? Repeat Visits?	Night time working
<b>Bat Surveys</b>	Various – walkover transect surveys using detectors and recorders; placement of static recorders that are checked fortnightly; infra-red cameras; internal inspections of buildings and mature trees.	All baseline survey work for ecology must be undertaken to inform EIA. Need to understand status of any protected or otherwise notable species and habitats on site to inform assessment. All methods based on widely agreed approaches – none scoped or agreed with consultees at this stage.	TBC – likely to be full red line boundary and possibly adjacent habitats dependent on proposals i.e. some buildings may not need survey if totally unaffected by proposals.	Various but as a minimum visits will be required in early summer (May), mid summer (June/July) and late Summer (August/early September) with several surveyors (always minimum of 2) likely over several days/nights. Repeat surveys may be required.	Yes. Essential to meet with standard practices.
<b>Great crested newt surveys (unlikely to be required)</b>	All water bodies to be checked using torches, nets and bottle traps during the evening and morning.	All baseline survey work for ecology must be undertaken to inform EIA. Need to understand status of any protected or otherwise notable species and habitats on site to inform assessment. All methods based on widely agreed approaches – none scoped or agreed with consultees at this stage. May not be required – depends on proposals.	All water bodies within 'impacted area' and within a 500m radius of the 'impacted area' if within ecologically continuous habitats (i.e. where there are no barriers to movement	A minimum of 4 surveys must be undertaken between mid March and mid June with at least 2 of these surveys between mid April and mid May. Always undertaken in pairs. Repeat surveys may be required if presence confirmed.	Yes. Essential to meet with standard practices.
<b>Badger surveys</b>	Walkover survey looking for field signs / evidence of presence.	All baseline survey work for ecology must be undertaken to inform EIA. Need to understand status of any protected or otherwise notable species and habitats on site to inform assessment. All methods based on widely agreed approaches – none scoped or agreed with consultees at this stage.	TBC – likely to cover full red line boundary and accessible areas within 100m of the site boundary.	Any time of year but ideally in spring or autumn when vegetation cover is at its lowest. Repeat surveys may be required.	No
<b>Dormouse surveys (unlikely to be required)</b>	Placement of dormouse tubes in any continuous hedgerow/scrub habitats that are then checked monthly for season.	All baseline survey work for ecology must be undertaken to inform EIA. Need to understand status of any protected or otherwise notable species and habitats on site to inform assessment. All methods based on widely agreed approaches – none scoped or agreed with consultees at this stage.	Any hedgerows or scrubby habitats that could be directly affected by proposals.	1 visit per month between April and October as a minimum. Repeat visits not considered likely to be required.	No



BIRCHAM DYSON BELL

**Schedule 5**

**Proposed conditions to be attached to any authorisation granted by the SoS**



**1 Licensee's obligations**

- 1.1 The Licensee agrees and undertakes to access the Property for the purpose of the Survey Works only in accordance with the terms of this Licence and the obligations set out in this clause.
- 1.2 Before entering the Property the Licensee will give not less than two (2) days' notice to the Licensor of the following:
  - 1.2.1 the Survey Works to be carried out;
  - 1.2.2 the name of the individual(s) who is to access the Property together with the contact details of a named individual who will manage the access;
  - 1.2.3 the date(s) and times when access is required in connection with the Survey Works.
- 1.3 The Licensee will not enter or permit entry upon the Property pursuant to this Licence without first confirming to the Licensor that there is in place public liability insurance in connection with the Survey Works.
- 1.4 The Licensee will ensure that all Survey Works undertaken upon the Property are carried out under the supervision of a competent person and by personnel who are trained competent and experienced in the methods and use of equipment required for the Survey Work.
- 1.5 The Licensee undertakes to ensure that its workmen, contractors, consultant, agents and employees will be the only persons permitted access to the Property and the Licensee agrees to procure that all persons upon the Property pursuant to this Licence will comply with the Licensee's obligations in this Licence.
- 1.6 The Licensee undertakes to ensure that once the Survey Works have been completed the Property is left secured and in no worse state than existed prior to the beginning of the Licence Period.
- 1.7 The Licensee undertakes to not use the Property other than for the purpose of carrying out the Survey Works.
- 1.8 The Licensee undertakes not to make any alterations of any nature whatsoever to the Property other than as permitted under the Survey Works.
- 1.9 The Licensee undertakes not to cause any unreasonable nuisance damage disturbance annoyance inconvenience or unreasonable interference to the Licensor or to adjoining and/or neighbouring property and/or to the owners occupiers or users of such adjoining or neighbouring property.
- 1.10 The Licensee undertakes not to do any act matter or thing which would or might constitute a breach of any law, statute, regulation, rule, order, byelaws, or notice which might vitiate any insurance effected by or on behalf of the Licensor in respect of the Property.





BIRCHAM DYSON BELL

## **2 Licensor's undertakings**

- 2.1 The Licensor agrees and undertakes to allow the Licensee, the Licensee's Consultant and employees and authorised agents and sub-consultants access to all such parts of the Property as are reasonably necessary for the Survey Works at all times during the Licence Period.

## **3 General**

- 3.1 The Licensee acknowledges that it shall be wholly responsible for the conduct of the Survey Works and all persons upon the Property at the direction of the Licensee and that the Licensor shall not have any responsibility for the Survey Works or the acts of omissions of any persons upon the Property at the direction of the Licensee whether or not acting pursuant to any such direction.
- 3.2 The Parties acknowledge and confirm that no relationship of landlord and tenant is intended to be created between them by this Agreement
- 3.3 The notice to be given referred to in clause 1.2 above may be given by email by sending it to [ ] at the Licensor or to any other person as the Licensor may inform the Licensee of from time to time.



BIRCHAM DYSON BELL

**Schedule 6**

**Evidence to demonstrate that RiverOak has made all reasonable efforts to obtain access to the Land and that this application has been made as a last resort, including evidence of notification of this application to the owners/occupiers of the Land**



BIRCHAM DYSON BELL

Correspondence / Email chain number	Date of correspondence	From	To	Additional Enclosures
1	10 February 2016	Bircham Dyson Bell	Stone Hill Park Limited	None
2	25 February 2016	[REDACTED] of Herbert Smith Freehills	[REDACTED] of Bircham Dyson Bell	None
	7 March 2016	[REDACTED] of Bircham Dyson Bell	[REDACTED] of Herbert Smith Freehills	None
	11 March 2016	[REDACTED] of Bircham Dyson Bell	[REDACTED] of Herbert Smith Freehills	None
	11 March 2016	[REDACTED] of Herbert Smith Freehills	[REDACTED] of Bircham Dyson Bell	None
	16 March 2016	[REDACTED] of Bircham Dyson Bell	[REDACTED] of Herbert Smith Freehills	None
	17 March 2016	[REDACTED] of Bircham Dyson Bell	[REDACTED] of Herbert Smith Freehills	None



BIRCHAM DYSON BELL

	18 March 2016	[REDACTED] of Herbert Smith Freehills	[REDACTED] of Bircham Dyson Bell	None
	18 March 2016	[REDACTED] of Bircham Dyson Bell	[REDACTED] of Herbert Smith Freehills	None
	18 March 2016	[REDACTED] of Herbert Smith Freehills	[REDACTED] of Bircham Dyson Bell	None
3	1 April 2016	[REDACTED] of Bircham Dyson Bell	[REDACTED] of Herbert Smith Freehills	None
	2 April 2016	[REDACTED] of Herbert Smith Freehills	[REDACTED] of Bircham Dyson Bell	None
	8 April 2016	[REDACTED] of Bircham Dyson Bell	[REDACTED] of Herbert Smith Freehills	3A) Draft Licence in relation to access onto the site  3B) Survey and Site Access requirements
	14 April 2016	[REDACTED] of Herbert Smith Freehills	[REDACTED] of Bircham Dyson Bell	None





BIRCHAM DYSON BELL

	18 April 2016	[REDACTED] of Bircham Dyson Bell	[REDACTED] of Herbert Smith Freehills	None
	18 April 2016	[REDACTED] of Herbert Smith Freehills	[REDACTED] of Bircham Dyson Bell	None
	27 April 2016	[REDACTED] of Bircham Dyson Bell	[REDACTED] of Herbert Smith Freehills	None
	27 April 2016	[REDACTED] of Herbert Smith Freehills	[REDACTED] of Bircham Dyson Bell	None
4	5 May 2016	[REDACTED] of Herbert Smith Freehills	[REDACTED] and [REDACTED] of Bircham Dyson Bell	10A) Letter requesting clarification of a number of issues
5	9 May 2016	[REDACTED] of Bircham Dyson Bell	[REDACTED] of Herbert Smith Freehills	11A) Letter informing client of intention to make an application under s.53 of the PA 2008.
6	14 June 2016	[REDACTED] of Bircham Dyson Bell	[REDACTED] of Herbert Smith Freehills	None



BIRCHAM DYSON BELL

7	1 July 2016	Bircham Dyson Bell LLP	[REDACTED] of Herbert Smith Freehills	None, although as indicated in the letter a copy of this s.53 application was sent.
8	1 July 2016	Bircham Dyson Bell LLP	Stone Hill Park Limited (previously known as Lothian Shelf (718) Limited)	None, although as indicated in the letter a copy of this s.53 application was sent.
9	1 July 2016	Bircham Dyson Bell LLP	Avman Engineering Ltd	None, although as indicated in the letter a copy of this s.53 application was sent.
10	1 July 2016	Bircham Dyson Bell LLP	Polar Helicopters Ltd	None, although as indicated in the letter a copy of this s.53 application was sent.
11	1 July 2016	Bircham Dyson Bell LLP	Taft International Transport	None, although as indicated in the letter a copy of this s.53 application was sent.
12	1 July 2016	Bircham Dyson Bell LLP	Powermain Ltd	None, although as indicated in the letter a copy of this s.53 application was sent.
13	1 July 2016	Bircham Dyson Bell LLP	Hunghish Limited	None, although as indicated in the letter a copy of this s.53 application was sent.

Stone Hill Park Limited  
Innovation House  
Innovation Way  
Discovery Park  
Sandwich  
Kent CT13 9FF

Your Ref

Our Ref  
APH/ADW/164652.0001

Date  
10 February 2016

Dear Sirs

**RiverOak - Former Manston Airport**  
**Access for surveys in advance of application for a development consent order ('DCO')**

We write to you in our capacity as advisers to RiverOak Investment Corp. As you will be aware, our client proposes to acquire the former Manston Airport site ('the Site') with the intention of reinstating its former use as an airport. The nature and scale of our client's plans for a new airport require it to make an application for a Development Consent Order ('DCO') under the Planning Act 2008 in order to authorise the proposed development. A DCO, if granted, would include powers for the compulsory acquisition of the Site from Stone Hill Park Limited.

In order to prepare its application for a DCO our client has a genuine and urgent requirement for access to the Site so that its engineers and consultants can view the Site's condition, check the state of the remaining airport equipment, and carry out field surveys. The surveys will enable our client to understand better the local environment and to assess the likely environmental impact of its plans. Our client intends to apply for a DCO in the last quarter of 2016 and, in order to meet this timetable, access to the Site is required as soon as possible.

Our client hopes to seek access to the Site by agreement and the completion of a licence. However, if agreement cannot be reached within a reasonable time our client will be obliged to seek rights of entry onto the Site pursuant to Section 53 of the Planning Act 2008.

Our client is keen to meet with you (or hold a telephone conference if more convenient) in the next fourteen days to discuss the scope of the access required and the terms on which that access will be

14041833.1

50 Broadway London SW1H 0BL United Kingdom DX 2317 Victoria  
T +44 (0)20 7227 7000  
F +44 (0)20 7222 3480  
W www.bdb-law.co.uk

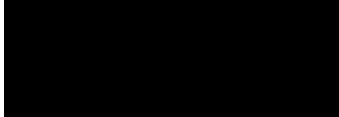


BIRCHAM DYSON BELL

granted. We would be obliged if you could contact us at your earliest convenience to inform us of the availability of your representatives for such a meeting.

Yours faithfully

**Bircham Dyson Bell LLP**





[REDACTED]

---

**From:** [REDACTED]  
**Sent:** 18 March 2016 10:17  
**To:** [REDACTED]  
**Subject:** RE: Former Manston Airport: access for surveys [BDB-BDB1.FID9901794]

Thanks

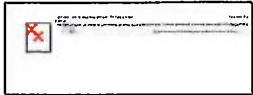
---

**From:** [REDACTED]  
**Sent:** 18 March 2016 10:15  
**To:** [REDACTED]  
**Subject:** RE: Former Manston Airport: access for surveys [BDB-BDB1.FID9901794]

[REDACTED]

Thanks. I do not anticipate any difficulties but will just confirm with the other attendees and come back to you.

Regards,



---

[REDACTED] Associate, Government and Infrastructure

[W www.bdb-law.co.uk](http://www.bdb-law.co.uk)

For and on behalf of Bircham Dyson Bell LLP  
50 Broadway London SW1H 0BL  
*British Legal Awards 2015 'Property Team of the Year'*  
*Legal 500 UK Awards 2015 'Public Sector Firm of the Year'*

**From:** [REDACTED]  
**Sent:** 18 March 2016 10:13  
**To:** [REDACTED]  
**Subject:** RE: Former Manston Airport: access for surveys [BDB-BDB1.FID9901794]

[REDACTED]

My client has confirmed they are free between 10-11 on Weds to meet. But could I ask that we hold the meeting at HSF's offices rather than yours as I have meetings immediately before and afterwards.

Kind regards

[REDACTED]

[REDACTED]

Partner  
Herbert Smith Freehills LLP

[REDACTED]

[www.herbertsmithfreehills.com](http://www.herbertsmithfreehills.com)

**From:** [REDACTED]  
**Sent:** 17 March 2016 20:30  
**To:** [REDACTED]  
**Subject:** RE: Former Manston Airport: access for surveys [HS-London\_11.FID1048025] [BDB-BDB1.FID9901794]

[REDACTED]

Has your client come back on this meeting yet? Can I suggest a 1000 start here at 50 Broadway?

Regards,

[REDACTED]



---

[REDACTED] Associate, Government and Infrastructure

[www.bdb-law.co.uk](http://www.bdb-law.co.uk)

For and on behalf of Bircham Dyson Bell LLP  
50 Broadway London SW1H 0BL  
*British Legal Awards 2015 'Property Team of the Year'*  
*Legal 500 UK Awards 2015 'Public Sector Firm of the Year'*

**From:** [REDACTED]  
**Sent:** 16 March 2016 10 28  
**To:** [REDACTED]  
**Subject:** RE: Former Manston Airport: access for surveys [HS-London\_11.FID1048025] [BDB-BDB1.FID9901794]

[REDACTED]

We would favour a meeting on the morning of the 23<sup>rd</sup> if possible as our clients are in London for a project meeting that afternoon. Provisional attendees would be [REDACTED] of RiverOak and [REDACTED] and me from these offices. We would be happy to hold the meeting at our offices if that would be convenient. We would be grateful if you could provide us with your list of attendees to the extent that it has been finalised.

Regards,

[REDACTED]



---

[REDACTED] Associate, Government and Infrastructure

[www.bdb-law.co.uk](http://www.bdb-law.co.uk)

For and on behalf of Bircham Dyson Bell LLP  
50 Broadway London SW1H 0BL  
*British Legal Awards 2015 'Property Team of the Year'*  
*Legal 500 UK Awards 2015 'Public Sector Firm of the Year'*

**From:** [REDACTED]  
**Sent:** 11 March 2016 18.34  
**To:** [REDACTED]  
**Subject:** RE: Former Manston Airport: access for surveys [HS-London\_11.FID1048025]

Apologies for the delay in coming back to you. Any of the following dates would suit my client: 22,23,24,29 March.

Kind regards

**From:** [REDACTED]  
**Sent:** 11 March 2016 17:09  
**To:** [REDACTED]  
**Subject:** FW: Former Manston Airport: access for surveys [HS-London\_11.FID1048025]

Has there been any progress on a date for the meeting?

Regards,

[REDACTED] Associate, Government and Infrastructure

[W www.bdb-law.co.uk](http://www.bdb-law.co.uk)

For and on behalf of Bircham Dyson Bell LLP  
50 Broadway London SW1H 0BL  
*British Legal Awards 2015 'Property Team of the Year'*  
*Legal 500 UK Awards 2015 'Public Sector Firm of the Year'*

**From:** [REDACTED]  
**Sent:** 07 March 2016 16:17  
**Subject:** RE: Former Manston Airport: access for surveys [HS-London\_11.FID1048025]

Our clients would be pleased to meet to discuss this matter. Please could you offer some dates and times for a meeting as soon as possible after [REDACTED] returns from his conference? Alternatively, if another representative of the company is available to meet with our clients then they will seek to make themselves available at short notice.

I would also be grateful if you could confirm who the meeting participants from the Stonehill Park side are likely to be?

Regards,

[REDACTED] Associate, Government and Infrastructure

[W www.bdb-law.co.uk](http://www.bdb-law.co.uk)

For and on behalf of Bircham Dyson Bell LLP  
50 Broadway London SW1H 0BL  
*British Legal Awards 2015 'Property Team of the Year'*  
*Legal 500 UK Awards 2015 'Public Sector Firm of the Year'*

**From:** [REDACTED]  
**Sent:** 25 February 2016 13:29  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Former Manston Airport: access for surveys [HS-London\_11.FID1048025]

Dear [REDACTED]

Thank you for your letter to my client, Stone Hill Park Limited, dated 10 February 2016 requesting a meeting in relation to access to the former Manston Airport site to carry out surveys.

I and my client's other advisers have now had an opportunity to meet and provide advice in relation to your request.

My client is happy to meet with you, but unfortunately [REDACTED] is away on holiday shortly and is then attending a conference during w/c 14<sup>th</sup> March. The first opportunity he would therefore have to meet with you and your client would be from 22<sup>nd</sup> March onwards. If you are able to suggest dates after that time then I will liaise with [REDACTED] to confirm a date and time.

Kind regards

[REDACTED]  
[REDACTED]  
Partner  
Herbert Smith Freehills LLP

[REDACTED]  
[www.herbertsmithfreehills.com](http://www.herbertsmithfreehills.com)

Herbert Smith Freehills LLP and its subsidiaries and Herbert Smith Freehills, an Australian Partnership, are separate member firms of the international legal practice known as Herbert Smith Freehills.

This message is confidential and may be covered by legal professional privilege. If you are not the intended recipient you must not disclose or use the information contained in it. If you have received this email in error please notify us immediately by return email or by calling our main switchboard on +44 20 7374 8000 and delete the email.

Further information is available from [www.herbertsmithfreehills.com](http://www.herbertsmithfreehills.com), including our Privacy Policy which describes how we handle personal information.

Herbert Smith Freehills LLP is a Limited Liability Partnership registered in England and Wales with registered number OC310989. It is authorised and regulated by the Solicitors' Regulation Authority of England and Wales whose rules can be accessed via [www.sra.org.uk/code-of-conduct/page](http://www.sra.org.uk/code-of-conduct/page). A list of the members and their professional qualifications is open to inspection at the registered office, Exchange House, Primrose Street, London EC2A 2EG. We use the word partner of Herbert Smith Freehills LLP to refer to a member of Herbert Smith Freehills LLP, or an employee or consultant with equivalent standing and qualifications. Herbert Smith Freehills LLP's registration number for Value Added Tax in the United Kingdom is GB 927 1996 83.

\*\*\*\*\*  
WARNING – This email and any files transmitted with it are confidential and may also be privileged. If you are not the intended recipient, you should not copy, forward or use any part of it or disclose its contents to any person. If you have received it in error please notify our system manager immediately on +44 (0)20 7783 3555 or +44 (0)20 7227 7000. This email and any automatic copies should be deleted after you have contacted the system manager.  
This email is sent from the offices of Bircham Dyson Bell LLP, a limited liability partnership regulated by The Solicitors Regulation Authority and registered in England and Wales with registered number OC320798. Its registered office and principal place of business is 50 Broadway, London SW1H 0BL. A full list of members, referred to as partners by the firm, is available for inspection on request. Bircham Dyson Bell LLP accepts no responsibility for software viruses and you should check for viruses before opening any attachments. Internet communications are not secure and therefore Bircham Dyson Bell LLP does not provide any guarantee or warranty that this message or any attachments shall remain confidential. To ensure client service levels and business continuity Bircham Dyson Bell LLP operates a policy whereby emails can be read by its employees or partners other than the addressee. This policy complies with the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000.  
\*\*\*\*\*

This email message has been scanned for viruses by Mimecast.  
Mimecast delivers a complete managed email solution from a single web based platform.  
For more information please visit <http://www.mimecast.com>



[REDACTED]

---

**From:** [REDACTED]  
**Sent:** 27 April 2016 12:04  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Manston - access for surveys [HS-London\_11.FID1048025] [BDB-BDB1.FID9912138]

[REDACTED] - apologies for the delay. I am just awaiting some further information from my clients. I have just chased them for this this morning.

Kind regards

[REDACTED]

Partner  
Herbert Smith Freehills LLP

[REDACTED]

[www.herbertsmithfreehills.com](http://www.herbertsmithfreehills.com)

---

**From:** [REDACTED]  
**Sent:** 27 April 2016 11:56  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Manston - access for surveys [HS-London\_11.FID1048025] [BDB-BDB1.FID9912138]

[REDACTED]

Are you able to provide comments on the draft access licence, please? Your meeting with your clients, in which you were due to receive instructions, was now over a week ago.

Regards,

[REDACTED]

[REDACTED]

Solicitor

[W www.bdb-law.co.uk](http://www.bdb-law.co.uk)

For and on behalf of Bircham Dyson Bell LLP  
50 Broadway London SW1H 0BL  
*British Legal Awards 2015 'Property Team of the Year'*  
*Legal 500 UK Awards 2015 'Public Sector Firm of the Year'*

**From:** [REDACTED]  
**Sent:** 18 April 2016 16:15  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Manston - access for surveys [HS-London\_11.FID1048025] [BDB-BDB1.FID9901794]

[REDACTED]

I have a meeting with my client and their advisers on Wednesday this week and will revert to you as soon as possible after that.

Kind regards

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** 18 April 2016 16:11  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Manston - access for surveys [HS-London\_11.FID1048025] [BDB\_BDB1.FID9901794]

Dear [REDACTED]

Are you in a position to be able to provide any comments on the licence for access?

Kind Regards,



[REDACTED] Solicitor

[W www.bdb-law.co.uk](http://www.bdb-law.co.uk)

For and on behalf of Bircham Dyson Bell LLP  
50 Broadway London SW1H 0BL  
*British Legal Awards 2015 'Property Team of the Year'*  
*Legal 500 UK Awards 2015 'Public Sector Firm of the Year'*

**From:** [REDACTED]  
**Sent:** 14 April 2016 20:55  
**To:** [REDACTED]  
**Subject:** RE: Manston - access for surveys [HS-London\_11.FID1048025] [BDB-BDB1.FID9901794]

[REDACTED]

Many thanks for your email. I have circulated to my client and their advisers and am taking instructions.

I will revert to you as soon as possible.

Kind regards

[REDACTED]

[REDACTED]

Partner  
Herbert Smith Freehills LLP

[REDACTED]

[www.herbertsmithfreehills.com](http://www.herbertsmithfreehills.com)

**From:** [REDACTED]  
**Sent:** 08 April 2016 17:51  
**To:** [REDACTED]  
**Cc:** Manston Airport Group  
**Subject:** FW: Manston - access for surveys [BDB\_BDB1.FID9901794]

Dear [REDACTED],

Further to your email correspondence below with my colleague, [REDACTED] please find attach a draft licence for access and details of the land access requests.

I look forward to hearing from you.

Kind Regards,



Solicitor

[www.bdb-law.co.uk](http://www.bdb-law.co.uk)

For and on behalf of Bircham Dyson Bell LLP  
50 Broadway London SW1H 0BL  
*British Legal Awards 2015 'Property Team of the Year'*  
*Legal 500 UK Awards 2015 'Public Sector Firm of the Year'*

**From:** [REDACTED]  
**Sent:** 02 April 2016 11:13  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Re: Manston - access for surveys [BDB-BDB1.FID9901794]

Thanks [REDACTED] I am also away this week, so my colleague [REDACTED] will be dealing with matters on our side in my absence.

Have a good holiday.

Kind regards

Sent from my BlackBerry 10 smartphone on the O2 network.

**From:** [REDACTED]  
**Sent:** Friday, 1 April 2016 18:40  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Manston - access for surveys [BDB-BDB1.FID9901794]

Hi [REDACTED]

It was good to meet you last week. I apologise that I haven't managed to send you the detail of the land access requests nor a draft licence this week, but these are in progress and we will get them to you as soon as we can.

Once your clients see what we are looking for, it may be that they will have carried out similar surveys themselves already in some categories. If those are only able to be made available to us when your planning application is submitted, however, that may be too late for our programme, and we therefore would wish to pursue our request in the meantime rather than wait.

Please note that [redacted] and I are both on holiday next week (separately!), but our other colleagues [redacted] and [redacted] will be here and will be able to progress our survey request.

Regards



**Partner (Head of Dept)**

[W www.bdb-law.co.uk](http://www.bdb-law.co.uk)

For and on behalf of Bircham Dyson Bell LLP  
50 Broadway London SW1H 0BL  
**British Legal Awards 2015 'Property Team of the Year'**  
**Legal 500 UK Awards 2015 'Public Sector Firm of the Year'**

\*\*\*\*\*  
WARNING – This email and any files transmitted with it are confidential and may also be privileged. If you are not the intended recipient, you should not copy, forward or use any part of it or disclose its contents to any person. If you have received it in error please notify our system manager immediately on +44 (0)20 7783 3555 or +44 (0)20 7227 7000. This email and any automatic copies should be deleted after you have contacted the system manager.

This email is sent from the offices of Bircham Dyson Bell LLP, a limited liability partnership regulated by The Solicitors Regulation Authority and registered in England and Wales with registered number OC320798. Its registered office and principal place of business is 50 Broadway, London SW1H 0BL. A full list of members, referred to as partners by the firm, is available for inspection on request. Bircham Dyson Bell LLP accepts no responsibility for software viruses and you should check for viruses before opening any attachments. Internet communications are not secure and therefore Bircham Dyson Bell LLP does not provide any guarantee or warranty that this message or any attachments shall remain confidential. To ensure client service levels and business continuity Bircham Dyson Bell LLP operates a policy whereby emails can be read by its employees or partners other than the addressee. This policy complies with the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000.

\*\*\*\*\*  
This email message has been scanned for viruses by Mimecast.  
Mimecast delivers a complete managed email solution from a single web based platform.  
For more information please visit <http://www.mimecast.com>

Herbert Smith Freehills LLP and its subsidiaries and Herbert Smith Freehills, an Australian Partnership, are separate member firms of the international legal practice known as Herbert Smith Freehills.

This message is confidential and may be covered by legal professional privilege. If you are not the intended recipient you must not disclose or use the information contained in it. If you have received this email in error please notify us immediately by return email or by calling our main switchboard on +44 20 7374 8000 and delete the email.

Further information is available from [www.herbertsmithfreehills.com](http://www.herbertsmithfreehills.com), including our Privacy Policy which describes how we handle personal information.

Herbert Smith Freehills LLP is a Limited Liability Partnership registered in England and Wales with registered number OC310989. It is authorised and regulated by the Solicitors' Regulation Authority of England and Wales whose rules can be accessed via [www.sra.org.uk/code-of-conduct/page](http://www.sra.org.uk/code-of-conduct/page). A list of the members and their professional qualifications is open to inspection at the registered office, Exchange House, Primrose Street, London EC2A 2EG. We use the word partner of Herbert Smith Freehills LLP to refer to a member of Herbert Smith Freehills LLP, or an employee or consultant with equivalent standing and qualifications. Herbert Smith Freehills LLP's registration number for Value Added Tax in the United Kingdom is GB 927 1996 83.

DATED

2016

---

STONE HILL PARK LIMITED

- and -

RIVEROAK INVESTMENT CORPORATION

---

LICENCE TO ENTER AND CARRY OUT  
ENVIRONMENTAL AND/OR GROUND  
CONDITION INVESTIGATION UPON  
PREMISES KNOWN AS

Manston Airport, Manston Road, Manston, Ramsgate, CT12 5BQ

---



BIRCHAM DYSON BELL

50 Broadway London T+44 (0)20 7227 7000  
SW 1H 0BL United Kingdom F+44 (0)20 7222 3480  
DX 2317 Victoria W [www.bdb-law.co.uk](http://www.bdb-law.co.uk)



THIS LICENCE is made on the

day of

2016

## 1 Definitions

In this agreement the following expressions shall have the following meanings:

- 1.1 the Licensor **STONE HILL PARK LIMITED** (Company No. 09223403 whose registered office is Innovation House, Innovation Way, Discovery Park, Sandwich, Kent, CT13 9FF
- 1.2 the Licensee **RIVEROAK INVESTMENT CORPORATION** (Company No. [ ] whose registered office is at [ ]
- 1.3 Licence Period Means the period of [ ] months from and including the date of this Licence
- 1.4 Payment Means the amount of [ ] inclusive of VAT
- 1.5 Property Means the property known as Manston Airport, title number K803975, including buildings and structures, and shown edged red on the Plan annexed to this Licence
- 1.6 Survey Works Means surveys of the property including, but not limited to, the taking of samples of soil, surface water and study of species

## 2 Interpretation

2.1 In interpreting this Licence, and for the avoidance of doubt:

- 2.1.1 where any party to this Licence consists of more than one person any reference thereto shall be deemed to refer to each such person and any agreement, covenant and undertaking by that party shall take effect as a joint and several agreement, covenant and undertaking;
- 2.1.2 the singular includes the plural and vice versa;
- 2.1.3 any gender includes any other;
- 2.1.4 the headings are for convenience only and do not affect interpretation; and
- 2.1.5 any reference to a statutory provision includes any modifications, re-enactment or extension to it and any subordinate legislation as from time to time may be in force.

### **3 Licence**

- 3.1 Subject to clauses 4 and 5 the Licensor gives to the Licensee, its workmen, contractors, consultants, agents and employees the right to access the Property, with or without apparatus and equipment, in order to carry out the Survey Works.

### **4 Licensee's obligations**

- 4.1 The Licensee agrees and undertakes to access the Property for the purpose of the Survey Works only in accordance with the terms of this Licence and the obligations set out in this clause.
- 4.2 Before entering the Property the Licensee will give not less than two (2) days' notice to the Licensor of the following:
- 4.2.1 the Survey Works to be carried out;
  - 4.2.2 the name of the individual(s) who is to access the Property together with the contact details of a named individual who will manage the access;
  - 4.2.3 the date(s) and times when access is required in connection with the Survey Works.
- 4.3 The Licensee will not enter or permit entry upon the Property pursuant to this Licence without first confirming to the Licensor that there is in place public liability insurance in connection with the Survey Works.
- 4.4 The Licensee will ensure that all Survey Works undertaken upon the Property are carried out under the supervision of a competent person and by personnel who are trained competent and experienced in the methods and use of equipment required for the Survey Work.
- 4.5 The Licensee undertakes to ensure that its workmen, contractors, consultant, agents and employees will be the only persons permitted access to the Property and the Licensee agrees to procure that all persons upon the Property pursuant to this Licence will comply with the Licensee's obligations in this Licence.
- 4.6 The Licensee undertakes to ensure that once the Survey Works have been completed the Property is left secured and in no worse state than existed prior to the beginning of the Licence Period.
- 4.7 The Licensee undertakes to not use the Property other than for the purpose of carrying out the Survey Works.
- 4.8 The Licensee undertakes not to make any alterations of any nature whatsoever to the Property other than as permitted under the Survey Works.
- 4.9 The Licensee undertakes not to cause any unreasonable nuisance damage disturbance annoyance inconvenience or unreasonable interference to the Licensor or to adjoining and/or neighbouring property and/or to the owners occupiers or users of such adjoining or neighbouring property.

- 4.10 The Licensee undertakes not to do any act matter or thing which would or might constitute a breach of any law, statute, regulation, rule, order, byelaws, or notice which might vitiate any insurance effected by or on behalf of the Licensor in respect of the Property.

## **5 Licensor's undertakings**

- 5.1 The Licensor agrees and undertakes to allow the Licensee, the Licensee's Consultant and employees and authorised agents and sub-consultants access to all such parts of the Property as are reasonably necessary for the Survey Works at all times during the Licence Period.

## **6 General**

- 6.1 The Licensee acknowledges that it shall be wholly responsible for the conduct of the Survey Works and all persons upon the Property at the direction of the Licensee and that the Licensor shall not have any responsibility for the Survey Works or the acts of omissions of any persons upon the Property at the direction of the Licensee whether or not acting pursuant to any such direction.
- 6.2 The Parties acknowledge and confirm that no relationship of landlord and tenant is intended to be created between them by this Agreement
- 6.3 The notice to be given referred to in clause 4.2 above may be given by email by sending it to [ ] at the Licensor or to any other person as the Licensor may inform the Licensee of from time to time.

## **7 Contracts (Rights of Third Parties) Act**

- 7.1 It is intended that a person that is not a party to this Agreement shall not be entitled to enforce its provisions by virtue of the Contract (Rights of Third Parties) Act 1999.

## **8 Payment and Costs**

- 8.1 In consideration of the grant of this Licence and on the date of the completion of the Licence, the Licensee agrees to pay to the Licensor the Payment.

## **9 Confidentiality**

- 9.1 The Licensor agrees to keep confidential and not discuss or communicate the details of this Licence with any third party without the Licensee's prior written consent.

## **10 Governing Law and Jurisdiction**

- 10.1 The parties irrevocably agree that any dispute or claim arising out of or in connection with this Licence or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales, and that the courts of England and Wales shall have exclusive jurisdiction to settle and dispute or claim that arises out of or in connection with this Licence or its subject matter or formation.

IN WITNESS whereof the parties have set their hands on the date first above written

SIGNED on behalf of

**RIVEROAK INVESTMENT CORPORATION**

.....

**Authorised Signatory**

SIGNED by/on behalf of

**STONE HILL PARK LIMITED**

.....

**Authorised Signatory**

## EIA Survey and Site Access requirements

Topic	Location	Duration	Intrusive	Buildings	Night Time	Repeat
Land Quality	All of Site	2 days	No, but maybe as follow-up	Yes	No	No but follow-up may be needed
Heritage	All of Site	1 day	No	Possibly	No	No
Water	All of Site	2 days	No	No	No	No
Ecology	All of Site	60+ visits over 6-12 months, total depending on survey types	No	Possibly	Yes	Yes

## Air Quality, Landscape and Visual Impact, Noise, Socio-Economic, Traffic & Transport

No requirements for site access to undertake surveys at present.

### Land Quality

#### Specification the surveys to be carried out:

A land quality Phase 1 desktop study, including a site walkover, is required to provide baseline information as part of the Land Quality ES Chapter for the EIA.

#### Outline Methodology, including the need for any trial holes or other preparatory work:

A site walkover including inspection of areas previously or currently used for potentially contaminative uses, including fuel storage and use, hangars and workshops, aircraft break'ng areas, formal and informal waste disposal areas will be conducted and photographs taken. Also includes current and historic building locations, buildings (e.g. hangars), current and historic fuel and anti-freeze storage areas, fire training areas, waste disposal areas, any 'unusual' features (e.g. invasive plants, raised mounds, areas of vegetative stress, possible vent stacks, unusual grid patterns on the site surface, manholes and possible breather pipes etc.).

No intrusive investigation required as part of the Phase 1 study, but intrusive surveys may be needed at a later stage depending on the results of the Phase 1 study. The requirement for and scope of the Phase 2 study will be agreed following completion of Phase 1 with the EA.

#### Why and how the surveys are connected with the proposed Development Consent Order (DCO):

The survey is to inform the issues associated with potential land contamination which will be required as part of the EIA to be produced in support of the DCO application.

#### The scope of the surveys and whether these have been agreed as required with any relevant regulatory body e.g. the Environment Agency etc:

To visually identify evidence of contamination, locations of potential sources of contamination and assess their condition, surrounding land uses and any potentially contaminating activities, the presence of potential receptors (on- and off-site), to obtain information on activities/procedures and standards of housekeeping, and characterise site access and potential investigation locations and constraints. A meeting is being held with the Environment Agency to agree the scope of works on Monday 11 April, a site visit as part of the Phase 1 is a standard requirement to comply with section 6.2.2 of BS10175:2001.

#### Identification of the survey area:

All of site red line boundary.

#### Timescale for the surveys and the overall period:

2 consecutive days

#### Indication of whether repeat visits will be required and if so how many, how often and when:

Repeat visits are not required as part of the Phase 1 study.

#### Statement of whether there is the need for any night-time (or other unusual times of the day) surveys and if so, explanation as to why:

No

#### Access to any buildings or other structures or secure areas will be required:



Yes, ideally access to all buildings and structures, but as a minimum the fuel farm(s), cargo handling area and aprons, hangar 1 and the fire station.

---

## Heritage

### Specification the surveys to be carried out:

A walkover survey of the whole site to be completed as part of the historic environment desk-based assessment.

### Outline Methodology, including the need for any trial holes or other preparatory work:

Site visit will identify visible historic features and assess possible factors which may affect the survival or condition of known or potential historic environment assets on the site. Photographs of historic features will be taken to document current state/level of survival.

### Why and how the surveys are connected with the proposed Development Consent Order (DCO):

The EIA will need to identify historic features and assess whether these impacted by the proposed development, the historic environment desk-based assessment will be completed to provide the baseline data for the ES chapter.

### The scope of the surveys and whether these have been agreed as required with any relevant regulatory body e.g. the Environment Agency etc:

There are a number of historic monuments within the airport area, many of which have been interpreted from air photographs; before the visit data will be obtained from the Kent Historic Environment Record (HER) the site visit will require all of the historic assets identified within the HER to be visited to see what there is on the ground. In addition the site will need to be examined to determine what the survivals are from the Cold War and WW2 and if anything survives from the WW1 airfield in its initial incarnation.

Discussions have been started with the Kent County Council Heritage Conservation Team to agree the scope of works and a meeting is planned for April to finalise scope of works. A site visit as part of an EIA is a standard requirement of the Chartered Institute for Archaeologist (CIfA) Standard and guidance for historic environment desk-based assessments.

### Identification of the survey area:

All of site red line boundary.

### Timescale for the surveys and the overall period:

1 day

### Indication of whether repeat visits will be required and if so how many, how often and when:

Not expected at this stage.

### Statement of whether there is the need for any night-time (or other unusual times of the day) surveys and if so, explanation as to why:

No

### Access to any buildings or other structures or secure areas will be required:

Potential access to buildings identified as having heritage value.

---

## Ground & Surface Water

### Specification the surveys to be carried out:

Walkover survey to support the development of mitigation in the Flood Risk Assessment and ES chapter.

### Outline Methodology, including the need for any trial holes or other preparatory work:

Initial walkover survey would not require any intrusive works. Following scoping it may be necessary to undertake ground (and possible surface) water quality monitoring but it is envisaged that this will also fall under the scope of the land quality Phase 2 works and so no additional survey work is envisaged at this point, though we need to await the EAs response to the scoping report.

### Why and how the surveys are connected with the proposed Development Consent Order (DCO):

In order to develop robust mitigation measures in the ES and FRA we need to have an appreciation of the local site topography, drainage paths and location of site infrastructure. This can only be achieved properly with a site visit.

### The scope of the surveys and whether these have been agreed as required with any relevant regulatory body e.g. the Environment Agency etc:

No mandatory requirements but meeting planned with Environment Agency on Monday 11 April to agree scope of works

---

**Identification of the survey area:**

All of site red line boundary.

**Timescale for the surveys and the overall period:**

2 consecutive days

**Indication of whether repeat visits will be required and if so how many, how often and when:**

Not envisaged at the moment.

**Statement of whether there is the need for any night-time (or other unusual times of the day) surveys and if so, explanation as to why:**

No

**Access to any buildings or other structures or secure areas will be required:**

No

---

**Ecology (also see below)****Specification the surveys to be carried out:**

All baseline survey work for ecology must be undertaken to inform EIA. Need to understand status of any protected or otherwise notable species and habitats on site to inform assessment. All methods based on widely agreed approaches - none scoped or agreed with consultees at this stage.

**Outline Methodology, including the need for any trial holes or other preparatory work:**

Initial walkover of site will be required to complete Phase 1 habitat survey to produce written and photographic records of the habitats across the site and identify possible habitats that could support protected species. The results of this will allow us to provide the full level of detail being asked for in relation to Phase 2 species-specific survey work (e.g. for bats, reptiles or wintering birds) because this cannot be scoped until an initial site visit has been made where access is gained to the full red line boundary. Once the visit is undertaken (as part of the Phase 1 Habitat Survey), we will be able to provide the necessary details.

Indicative information on methodology for Phase 2 surveys are presented below and is likely to be revised following the initial site visit.

**Why and how the surveys are connected with the proposed Development Consent Order (DCO):**

In order to provide information on the current ecological baseline for the site as part of the production of the ES surveys are required to identify the habitats and protected species across the development site.

**The scope of the surveys and whether these have been agreed as required with any relevant regulatory body e.g. the Environment Agency etc:**

Discussion have been started with Natural England and a meeting is planned for April to agree the scope of the Phase 1 habitat survey, requirements for and scope of Phase 2 species survey works will be agreed following completion of Phase 1.

**Identification of the survey area:**

All of site red line boundary.

**Timescale for the surveys and the overall period:**

5 consecutive days for Phase 1, possibly several days (for which different surveys will be combined where possible) for Phase 2, see below

**Indication of whether repeat visits will be required and if so how many, how often and when:**

Not for Phase 1 but likely for Phase 2, see below

**Statement of whether there is the need for any night-time (or other unusual times of the day) surveys and if so, explanation as to why:**

Not for Phase 1 but likely for Phase 2, see below

**Access to any buildings or other structures or secure areas will be required:**

Not for Phase 1 but yes for Phase 2, see below

---

## Additional Ecological Surveys

Provided below is an indication of the nature of the ecological survey work required in order to support a DCO application for Manston Airport. Most importantly in relation to ecology work, we are currently unable to provide the full level of detail being asked for in relation to Phase 2 species-specific survey work (e.g. for bats or reptiles or wintering birds) because this cannot be scoped until an initial site visit has been made where access is gained to the full red line boundary. Once the visit is undertaken (as part of the extended Phase 1 Habitat Survey), we will be able to provide the necessary detail. As such, the information below is indicative in terms of timescales etc. and is likely to be revised following the initial site visit.

The species surveys are season dependant with some overlap in survey seasons, but different requirements for time of day, frequency of visits, and number of repeat visits; survey staff required to have species specific license to undertake survey. Works will be programmed to coincide as much as possible within the constraints outline above.

	Method	Why? Agreed with Stat. Consultee?	Survey Area (including building access?)	Timescales? Repeat Visits?	Night time working
<b>Extended Phase 1 Survey</b>	Walkover survey – taking notes and mapping habitats	All baseline survey work for ecology must be undertaken to inform EIA. Need to understand status of any protected or otherwise notable species and habitats on site to inform assessment. All methods based on widely agreed approaches – none scoped or agreed with consultees at this stage.	Full red line boundary and all habitats within 30m of the site boundary (where access allows)	Single surveyor. Less than 5 days on site. Repeat visits not likely to be necessary.	No
<b>Reptile Surveys</b>	Placement of refugia across all grassland and scrubby habitats. Checking refugia over 7 visits during summer time. Also general walkover and observations.	All baseline survey work for ecology must be undertaken to inform EIA. Need to understand status of any protected or otherwise notable species and habitats on site to inform assessment. All methods based on widely agreed approaches – none scoped or agreed with consultees at this stage.	All grassland and scrubby habitats deemed suitable to support this species that could be impacted on by proposals (even if just through management).	Minimum of 8 visits by 2 surveyors spread over summer period (April to September). Repeat visits may be required if confirmed to be present.	No but early morning visits (i.e. before 7am) may be necessary in the peak of the summer.
<b>Bird Surveys</b>	Walkover surveys using binoculars	All baseline survey work for ecology must be undertaken to inform EIA. Need to understand status of any protected or otherwise notable species and habitats on site to inform assessment. All methods based on widely agreed approaches – none scoped or agreed with consultees at this stage.	TBC – as a minimum the red line boundary but also likely to need to cover other sites in the locality and potentially the Sandwich Bay SPA designated site too.	Breeding bird surveys should run with minimum of 1 visit per month between April and June inclusive depending on site conditions. Wintering bird surveys usually comprise 2 visits per month over a 6 month period October to March inclusive. Repeat surveys may be required.	Not likely to be required although very early morning surveys will be necessary.

	<b>Method</b>	<b>Why? Agreed with Stat. Consultee?</b>	<b>Survey Area (including building access?)</b>	<b>Timescales? Repeat Visits?</b>	<b>Night time working</b>
<b>Bat Surveys</b>	Various – walkover transect surveys using detectors and recorders; placement of static recorders that are checked fortnightly; infra-red cameras; internal inspections of buildings and mature trees.	All baseline survey work for ecology must be undertaken to inform EIA. Need to understand status of any protected or otherwise notable species and habitats on site to inform assessment. All methods based on widely agreed approaches – none scoped or agreed with consultees at this stage.	TBC – likely to be full red line boundary and possibly adjacent habitats dependent on proposals i.e. some buildings may not need survey if totally unaffected by proposals.	Various but as a minimum visits will be required in early summer (May), mid summer (June/July) and late Summer (August/early September) with several surveyors (always minimum of 2) likely over several days/nights. Repeat surveys may be required.	Yes. Essential to meet with standard practices.
<b>Great crested newt surveys (unlikely to be required)</b>	All water bodies to be checked using torches, nets and bottle traps during the evening and morning.	All baseline survey work for ecology must be undertaken to inform EIA. Need to understand status of any protected or otherwise notable species and habitats on site to inform assessment. All methods based on widely agreed approaches – none scoped or agreed with consultees at this stage. May not be required – depends on proposals.	All water bodies within 'impacted area' and within a 500m radius of the 'impacted area' if within ecologically continuous habitats (i.e. where there are no barriers to movement	A minimum of 4 surveys must be undertaken between mid March and mid June with at least 2 of these surveys between mid April and mid May. Always undertaken in pairs. Repeat surveys may be required if presence confirmed.	Yes. Essential to meet with standard practices.
<b>Badger surveys</b>	Walkover survey looking for field signs / evidence of presence.	All baseline survey work for ecology must be undertaken to inform EIA. Need to understand status of any protected or otherwise notable species and habitats on site to inform assessment. All methods based on widely agreed approaches – none scoped or agreed with consultees at this stage.	TBC – likely to cover full red line boundary and accessible areas within 100m of the site boundary.	Any time of year but ideally in spring or autumn when vegetation cover is at its lowest. Repeat surveys may be required.	No
<b>Dormouse surveys (unlikely to be required)</b>	Placement of dormouse tubes in any continuous hedgerow/scrub habitats that are then checked monthly for season.	All baseline survey work for ecology must be undertaken to inform EIA. Need to understand status of any protected or otherwise notable species and habitats on site to inform assessment. All methods based on widely agreed approaches – none scoped or agreed with consultees at this stage.	Any hedgerows or scrubby habitats that could be directly affected by proposals.	1 visit per month between April and October as a minimum. Repeat visits not considered likely to be required.	No

[REDACTED]

---

**From:** [REDACTED]  
**Sent:** 05 May 2016 16:41  
**To:** [REDACTED]  
**Subject:** Former Manston airport: access for surveys [HS-London\_11.FID1048025]  
**Attachments:** Letter to [REDACTED] 5 May 2016.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Dear [REDACTED] and [REDACTED]

Please find attached a response to Monika's email of 8 April.

Kind regards

[REDACTED]  
[REDACTED]  
Partner  
Herbert Smith Freehills LLP

[REDACTED]  
[www.herbertsmithfreehills.com](http://www.herbertsmithfreehills.com)

Herbert Smith Freehills LLP and its subsidiaries and Herbert Smith Freehills, an Australian Partnership, are separate member firms of the international legal practice known as Herbert Smith Freehills.

This message is confidential and may be covered by legal professional privilege. If you are not the intended recipient you must not disclose or use the information contained in it. If you have received this email in error please notify us immediately by return email or by calling our main switchboard on +44 20 7374 8000 and delete the email.

Further information is available from [www.herbertsmithfreehills.com](http://www.herbertsmithfreehills.com), including our Privacy Policy which describes how we handle personal information.

Herbert Smith Freehills LLP is a Limited Liability Partnership registered in England and Wales with registered number OC310989. It is authorised and regulated by the Solicitors' Regulation Authority of England and Wales whose rules can be accessed via [www.sra.org.uk/code-of-conduct.page](http://www.sra.org.uk/code-of-conduct.page). A list of the members and their professional qualifications is open to inspection at the registered office, Exchange House, Primrose Street, London EC2A 2EG. We use the word partner of Herbert Smith Freehills LLP to refer to a member of Herbert Smith Freehills LLP, or an employee or consultant with equivalent standing and qualifications. Herbert Smith Freehills LLP's registration number for Value Added Tax in the United Kingdom is GB 927 1996 83.





HERBERT  
SMITH  
FREEHILLS

[REDACTED]  
Bircham Dyson Bell LLP  
50 Broadway  
London  
SW1H 0BL

Herbert Smith Freehills LLP  
Exchange House  
Primrose Street  
London EC2A 2EG

[REDACTED]  
[www.herbertsmithfreehills.com](http://www.herbertsmithfreehills.com)

Our ref  
5567/30983750  
Your ref

Date  
05 May 2016

Dear [REDACTED]

**Access to former Manston Airport site for the purpose of surveys on behalf of Riveroak**

Thank you for your email of 8 April 2016 providing a draft access licence and information on the nature of the environmental surveys which your client wishes to conduct in relation to the former Manston airport site.

**Nature of the surveys to be carried out**

As discussed at our meeting of 23 March it is important for Stone Hill to understand fully the nature of the surveys that your client wishes to carry out before we can agree the terms of access. Stone Hill has therefore sought advice from its environmental consultants in relation to the information provided.

I set out below a number of queries for which I would be grateful for your response:

1. Has Riveroak yet submitted a scoping report to the Planning Inspectorate and received a scoping opinion setting out the surveys that the Planning Inspectorate considers necessary? If so, please provide a copy of this opinion.
2. We understand that Riveroak was due to have meetings during April with Natural England, the Environment Agency and Kent County Council to refine the required scope of the surveys. Have these meetings occurred? If so, please could you confirm their outcome in relation to survey requirements.
3. Please provide details and locations of the buildings to which access is required for the heritage and ecological assessments. This is particularly important given the need to consider any effect on tenants of the site.
4. The scope of the protected species surveys is likely to be large and currently very limited detail is provided. Please provide additional detail in respect of the following:

Herbert Smith Freehills LLP and its subsidiaries and Herbert Smith Freehills, an Australian Partnership, are separate member firms of the international legal practice known as Herbert Smith Freehills.

Herbert Smith Freehills LLP is a limited liability partnership registered in England and Wales with registered number OC310989. It is authorised and regulated by the Solicitors' Regulation Authority of England and Wales. A list of the members and their professional qualifications is open to inspection at the registered office, Exchange House, Primrose Street, London EC2A 2EG. We use the word partner of Herbert Smith Freehills LLP to refer to a member of Herbert Smith Freehills LLP, or an employee or consultant with equivalent standing and qualifications.



- a. Reptile surveys - location of refugia
- b. Bat surveys - locations of static monitors
- c. Location of dormouse tubes

Stone Hill is keen to ensure that the proposed refugia do not clash with those being used to carry their own environmental surveys over the summer.

5. Please provide a proposed schedule including dates and timings for all of the proposed survey works – including, if possible, names / number of personnel.
6. Please provide details of a sub-consultants and contractors required for the execution of the proposed surveys.
7. Please provide risk assessments associated with all aspects of the proposed surveys.

If it is the case that Riveroak's consultants need to undertake initial walkover surveys before some of these details can be provided to Stone Hill, it would be useful to understand this. In principle, Stone Hill may be willing to enter into a preliminary licence for initial walkover surveys, followed by entry into a second licence for any necessary follow-up surveys once the details of those follow-up surveys are known.

#### Timing of the surveys

8. We note that the "Additional Ecological Surveys" table states that Phase 2 reptile surveys would need to be carried out through visits spread over the summer period "April to September"; and that bird surveys if required would need to be carried out as a minimum 1 per month between April and June, and for a 6 month period between October to March. Clearly we have yet to agree a licence with your client and even if we are able to do so within a reasonably short period, we are puzzled by how these seasonal surveys can be carried out in time for Riveroak to make a DCO application at the end of November 2016, which we have been informed is their intention. Does Riveroak expect to have completed all required surveys by this time?
9. We are also unclear as to how Riveroak intends to consult the public on 'preliminary environmental information' prior to submission of the DCO application (as required by the Planning Act 2008) given the length of time necessary to properly collate all of the required environmental information.

#### Points of principle in relation to draft licence

Answers to the above queries will, of course, be helpful in advancing negotiation of the form of the draft licence you propose. However, there are some points of principle which it may be useful to flag at this stage:

10. We note that Riveroak is proposing to pay only [REDACTED] for access to the site for surveys. This seems an unreasonably low figure, given the inconvenience and cost in security terms to my client of opening up the site for access by Riveroak's surveyors on multiple occasions. We note reference to the need for "60+ visits over a 6-12 months" for ecological surveys alone. Stone Hill considers that a daily rate is more appropriate as a basis for payment.
11. Two days' notice for any particular survey is likely to be inadequate. We would suggest a 14 day period is more appropriate, if you are unable to provide a fixed programme of visits in advance (which would be our preference).



12. While you have provided us with information on the proposed surveys in some detail in the 'EIA Survey and Site Access requirements' document, the precise nature of the surveys authorised by the licence is not well defined in the licence itself. We would expect the draft licence to annex a list of the surveys to be carried out, and for the licence to limit access to the carrying out of those particular surveys.
13. We would like the licence to specify that only Riveroak's consultants involved directly in the carrying out of surveys are allowed access to the site. Riveroak staff should not themselves be allowed access to the site under the proposed licence.
14. The use of photography, images and other information gained through the surveys must be expressly limited to the preparation of the environmental statement and formal pre-application consultation on 'preliminary environmental information' under the Planning Act 2008.
15. An indemnity will be required to cover any loss or damage caused by Riveroak's consultants in carrying out the surveys.
16. The licence should specify that Stone Hill will be provided with copies of all survey data collected in relation to the site by Riveroak's consultants.
17. As you know, Stone Hill has an arrangement with the Department for Transport under which it must allow use of the site at short notice for Operation Stack. It is important that access provided to Riveroak for surveys does not interfere with use of the site for Operation Stack. The licence will therefore need to deal with this interface, and be granted subject to the over-riding priority of use for Operation Stack.
18. Depending on the further details you provide in relation to the surveys required, and in particular any access required to buildings, Stone Hill may also need to consult with the other tenants on the site before agreeing a licence.

#### **Stone Hill's Environmental Impact Assessment**

19. As discussed, it is Stone Hill's intention to submit its own a planning application in respect of the site this month. We would hope that much of the information in the environmental impact assessment submitted with Stone Hill's application will be of use to Riveroak and therefore limit the access required to the site for Riveroak's own proposed surveys. We suggest, therefore, that Riveroak may wish to review the Stone Hill environmental statement before finalising the schedule of surveys for which it is seeking access under licence. As you will be aware, Stone Hill has already been through a scoping exercise with Thanet District Council. Stone Hill's scoping report and the Council's scoping opinion are on record and we assume you have already reviewed these to assist you in scoping the nature of the necessary surveys.

#### **Solicitor's undertaking in relation to payment of legal fees**

20. At our previous meeting, we raised the issue of Riveroak covering Stone Hill's legal fees in relation to the negotiation of a licence. Riveroak was agreeable to this in principle, and it was agreed that we would provide an estimate of our likely legal fees for negotiation of the necessary licence. At this stage, therefore, can I request that you provide a solicitor's undertaking for [REDACTED] in relation to licence negotiations and all connected correspondence. The undertaking should specify that these fees are payable regardless of whether agreement is ultimately reached in relation to a licence, and the undertaking must be provided, please, before we engage in further negotiations. Obviously, this figure may need to be reviewed in due course depending on the nature and course of negotiations.



Comments made by [REDACTED]

21. On a related issue, my client has made me aware of certain comments reportedly made by [REDACTED] on behalf of Riveroak at a meeting in Cliffsend on Thursday 28 April 2016. [REDACTED] was reported by the Save Manston Airport group as having stated that: "*Specialist legal, planning and environmental teams [...] are so far not being allowed access to the airport by the present owners, as is legally required. During their last conference call with the Planning Inspectorate RiverOak raised this matter. The Planning Inspectorate have power under the Planning Act 2008 to order site access.*" The same report also stated that Riveroak "*anticipate costs of at least £15 Million to replace all the basic infrastructure removed by the present owners*". Both of these statements are inaccurate. As you will be aware, Stone Hill is not legally required to grant Riveroak access to the site at the present time. The Planning Act 2008 provides a power for the Secretary of State to grant such access if certain conditions are met and if it is shown that the site owners have unreasonably withheld such consent. However, no such application has yet been made to the Secretary of State, nevermind granted, and in any event such an application would be premature until such time as meaningful private negotiation has taken place and failed. With regard to the infrastructure removed from the site, this infrastructure was removed by the previous owner, not the present owner. If productive negotiations are to be engaged in between our clients it is important that such inaccurate statements are not repeated.

We look forward to your responses to the above. If a further meeting would be helpful, I would be happy to arrange this.

Yours sincerely,

[REDACTED]  
Partner  
Herbert Smith Freehills LLP



[REDACTED]

---

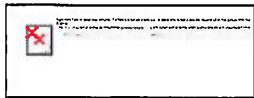
**From:** [REDACTED]  
**Sent:** 09 May 2016 17:01  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Former Manston airport: access for surveys [HS-London\_11.FID1048025] [BDB-BDB1.FID9912138]  
**Attachments:** Letter - WS 9\_5\_16.PDF

[REDACTED]

Thank you for your letter which we will respond to shortly. Please find attached a letter from us on the same subject, the content of which is self-explanatory.

At our meeting we discussed the potential sharing of environmental information gathered by your client in connection with the upcoming Stone Hill Park planning application. We understood that the application was to be made on 29 April 2016. Has this application been made or is it delayed?

Regards,



---

[REDACTED] **Senior Associate, Government and Infrastructure**

[W www.bdb-law.co.uk](http://www.bdb-law.co.uk)

For and on behalf of Bircham Dyson Bell LLP  
50 Broadway London SW1H 0BL  
*British Legal Awards 2015 'Property Team of the Year'*  
*Legal 500 UK Awards 2015 'Public Sector Firm of the Year'*

**From:** [REDACTED]  
**Sent:** 05 May 2016 16:41  
**To:** [REDACTED]  
**Subject:** Former Manston airport: access for surveys [HS-London\_11.FID1048025]

Dear [REDACTED] and [REDACTED]

Please find attached a response to [REDACTED] email of 8 April.

Kind regards

[REDACTED]

[REDACTED]

Partner  
Herbert Smith Freehills LLP

[REDACTED]

[www.herbertsmithfreehills.com](http://www.herbertsmithfreehills.com)

Herbert Smith Freehills LLP and its subsidiaries and Herbert Smith Freehills, an Australian Partnership, are separate member firms of the international legal practice known as Herbert Smith Freehills.



This message is confidential and may be covered by legal professional privilege. If you are not the intended recipient you must not disclose or use the information contained in it. If you have received this email in error please notify us immediately by return email or by calling our main switchboard on +44 20 7374 8000 and delete the email.

Further information is available from [www.herbertsmithfreehills.com](http://www.herbertsmithfreehills.com), including our Privacy Policy which describes how we handle personal information.

Herbert Smith Freehills LLP is a Limited Liability Partnership registered in England and Wales with registered number OC310989. It is authorised and regulated by the Solicitors' Regulation Authority of England and Wales whose rules can be accessed via [www.sra.org.uk/code-of-conduct.page](http://www.sra.org.uk/code-of-conduct.page). A list of the members and their professional qualifications is open to inspection at the registered office, Exchange House, Primrose Street, London EC2A 2EG. We use the word partner of Herbert Smith Freehills LLP to refer to a member of Herbert Smith Freehills LLP, or an employee or consultant with equivalent standing and qualifications. Herbert Smith Freehills LLP's registration number for Value Added Tax in the United Kingdom is GB 927 1996 83.

[REDACTED]  
Herbert Smith Freehills LLP  
Exchange House  
Primrose Street  
London  
EC2A 2EG

Your Ref

Our Ref

APH/ADW/164652.0001

Date

9 May 2016

Dear [REDACTED]

**Manston Airport Development Consent Order - Access to airport land**

I am writing to you in connection with the request made by our client, RiverOak Investment Corp ('RiverOak'), for access to the former Manston Airport site ('the Site') currently owned by your client, Stone Hill Park Limited.

As you will recall we first contacted you on behalf of RiverOak by letter on 10 February 2016. In that letter we informed you that to prepare its application for a DCO our client had a genuine and urgent requirement for access to the Site so that its engineers and consultants could view the Site's condition, check the state of the remaining airport equipment, and carry out field surveys in connection with the likely environmental impact of its plans. We also requested a meeting to discuss access which was eventually arranged for 23 March 2016. As a result of that meeting we were asked to produce a draft licence for access together with the details of the associated land access requirements. We sent this to you on 8 April.

It has now been four weeks since the draft licence was produced and we only recently received a response with a significant number of queries regarding the licence on 5 May 2016. We will respond to your letter in short order. However, the genuine and urgent requirement for access that we mentioned in February has only become more urgent with the passage of time.

Our client is anxious that the slow progress on this matter might threaten its programme for submission of an application for a Development Consent Order before the end of 2016. While our client still wishes to resolve this matter consensually it feels compelled to protect its position. Consequently, if the licence is not agreed by Friday 13 May 2016, our client will submit an application to obtain rights of entry onto the Site pursuant to Section 53 of the Planning Act 2008. For the avoidance of doubt our client will still

14320945 1

50 Broadway London [REDACTED]  
SW1H 0BL United Kingdom  
DX 2317 Victor B W www.bdb-law.co.uk



BIRCHAM DYSON BELL

seek to resolve the matter through agreement with your client, even once the s.53 application process is set in train.

Yours sincerely

[Redacted signature block]

**Senior Associate**  
**For and on behalf of Bircham Dyson Bell LLP**

[Redacted contact information]

[REDACTED]  
Herbert Smith Freehills LLP  
Exchange House  
Primrose Street  
London  
EC2A 2EG

Your Ref

Our Ref

APH/ADW/164652.0001

Date

14 June 2016

[REDACTED]

**Access to former Manston Airport site for the purpose of surveys on behalf of RiverOak**

Further to my earlier letter of 23 May I am now in a position to provide an answer to the remaining points raised in your letter of 5 May 2006. The responses are as follows:

2. Our environmental consultants have now held meetings with the Environment Agency, Natural England, Historic England, Kent County Council, Thanet District Council and Southern Water. The purpose of these meetings was for the project team to introduce themselves and the broad proposals for the Manston Airport development. Given the limited site information available to the team details about specific surveys were not discussed. These details will be covered in due course once the scoping report has been issued at the end of June.
3. You have asked us to identify the specific buildings that our appointed ecological and heritage specialists may need to survey. Unfortunately until an initial site visit has been undertaken to evaluate the types of building present, and their potential to be of either historical or ecological significance, it is very difficult to determine which buildings will need further investigation. As you know this is an airport surrounded by a perimeter security fence which means that our client's advisors cannot get close to most of the buildings and cannot see the centre of the site. We would anticipate being able to identify the specific buildings following the initial walk over surveys.
4. At the current time we are unable to provide further clarification on the scope of protected species survey. The scope of the surveys will be determined during the extended Phase 1 Habitat survey. Therefore the sooner we are able to undertake this initial survey visit the sooner we will be able to provide more clarity on the scope.
5. Once there is agreement that surveys can be undertaken RiverOak will provide a schedule of survey visits with accompanying details of personnel. It is not possible to provide this until RiverOak knows the date from which access will be possible.

50 Broadway London [REDACTED]  
SW1H 0BL United Kingdom  
DX 2317 Victoria W www.bdb-law.co.uk

14424774.1



BIRCHAM DYSON BELL

6. All surveys will be undertaken by Amec Foster Wheeler employees.
7. Once the survey schedule is agreed method statements and accompanying risk assessments will be prepared in line with Amec Foster Wheeler company policy. Amec Foster Wheeler and RiverOak would be very happy to share the risk assessments with Stone Hill Park.
8. The schedule of surveys represented a comprehensive list of possible survey requirements. Once the initial extended Phase 1 habitat survey has been undertaken our ecological team will be able to determine the need for further protected species work, the scope of which will be discussed and agreed with Natural England.
11. See response to question 5 above.
12. This can be dealt with in drafting. The licence could make provision for a list of potential surveys (some of which may not eventually be required).

Our client has now responded to all 21 questions raised in your letter of 5 May and is anxious that progress is made on the licence for access. Accordingly, I would be obliged if you could provide me with your mark-up of the draft licence and schedule at your earliest possible convenience so that the urgently required access can be secured as soon as possible. We have previously notified you that we intend to make a section 53 application to protect our client's position and the timetable for the scheme and this will be submitted imminently. It remains our client's intention to resolve the issue of access consensually if possible within the time constraints for the project.

Yours sincerely

**Senior Associate**

**For and on behalf of Bircham Dyson Bell LLP**



[REDACTED]  
Herbert Smith Freehills LLP  
Exchange House  
Primrose Street  
London  
EC2A 2EG

Your Ref

Our Ref  
APH/ADW/164652.0001

Date  
1 July 2016

**By Recorded Delivery**

Dear [REDACTED]

**RiverOak Investment Corporation: Application under s.53 of the Planning Act 2008**

We act for RiverOak Investment Corporation ('RiverOak') in relation to their proposed application for a Development Consent Order under the Planning Act 2008 (PA 2008) for the proposed re-opening of Manston Airport.

RiverOak has previously been in contact with your client, Stone Hill Park Limited (formerly known as Lothian Shelf (718) Limited), and we have been in contact with you on their behalf, in relation to arranging access to that land for the purposes of carrying out surveys. We have previously indicated to you that if no voluntary agreement is reached, RiverOak will make an application under s.53 of the PA 2008 to gain access to the land to carry out these surveys.

I am writing to inform you that on behalf of RiverOak we have today submitted an application to the Secretary of State, via the Planning Inspectorate, under s.53 of the Planning Act 2008.

This application seeks access over parts of your clients' land for the purpose of carrying out surveys in order to facilitate compliance with the European Directives set out in the PA 2008. A copy of the application is enclosed with this letter and we have also sent a copy along with a cover letter to your clients and those who we know to be occupiers of the land in question, as detailed at paragraph 5.3 of the s.53 application.

If your client would like to make any comments on this application then please ask them to contact the Planning Inspectorate. If writing, please do so to Ms Susannah Guest, The Planning Inspectorate, Temple Quay House, Temple Quay, Bristol, BS1 6PN; alternatively, further contact details can be found at <http://infrastructure.planningportal.gov.uk>.

14467533 1

50 Broadway London  
SW1H 0BL United Kingdom  
DX 2317 Victoria [www.bdb-law.co.uk](http://www.bdb-law.co.uk)

Whilst we have issued the enclosed application to the Planning Inspectorate, we are still keen to seek to agree with your client a voluntary form of access arrangement if at all possible. As such, please do not hesitate to contact [REDACTED] of the firm at the details below at any time to discuss this.

Yours sincerely

[REDACTED]  
**Senior Associate**  
**For and on behalf of Bircham Dyson Bell LLP**

enc

Stone Hill Park Limited  
Formerly known as Lothian Shelf (718) Limited  
Innovation House  
Innovation Way  
Discovery Park  
Sandwich  
Kent CT13 9FF

Your Ref

Our Ref  
APH/ADW/164652.0001

Date  
1 July 2016

**By Recorded Delivery**

Dear Sir/Madam

**RiverOak Investment Corporation: Application under s.53 of the Planning Act 2008**

We act for RiverOak Investment Corporation ('RiverOak') in relation to their proposed application for a Development Consent Order under the Planning Act 2008 (PA 2008) for the proposed re-opening of Manston Airport.

RiverOak has previously been in contact with you and we have subsequently been in contact with your legal advisors, Herbert Smith Freehills on their behalf, in relation to arranging access to that land for the purposes of carrying out surveys. We have previously indicated to you that if no voluntary agreement is reached, RiverOak will make an application under s.53 of the PA 2008 to gain access to the land to carry out these surveys.

I am writing to inform you that on behalf of RiverOak we have today submitted an application to the Secretary of State, via the Planning Inspectorate, under s.53 of the Planning Act 2008.

This application seeks access over parts of your land for the purpose of carrying out surveys in order to facilitate compliance with the European Directives set out in the PA 2008. A copy of the application is enclosed with this letter and we have also sent a copy along with a cover letter to your legal advisers and those who we know to be an occupier of the land in question, as detailed at paragraph 5.3 of the s.53 application.

If you would like to make any comments on this application then please contact the Planning Inspectorate. If writing, please do so to Ms Susannah Guest, The Planning Inspectorate, Temple Quay House, Temple Quay, Bristol, BS1 6PN; alternatively, further contact details can be found at <http://infrastructure.planningportal.gov.uk>.

14467485.1

50 Broadway London  
SW1H 0BL United Kingdom  
DX 2317 Victoria   
www.bdb-law.co.uk

Whilst we have issued the enclosed application to the Planning Inspectorate, we are still keen to seek to agree with you a voluntary form of access arrangement if at all possible. As such, please do not hesitate to contact [REDACTED] of this firm at the details below at any time to discuss this.

Yours faithfully

*Bircham Dyson Bell*

**Bircham Dyson Bell LLP**  
[REDACTED]

cc [REDACTED] Herbert Smith Freehills

enc

Avman Engineering Ltd  
Hangar 1  
Kent International Airport  
Manston  
Kent  
CT12 5BL

Your Ref

Our Ref  
APH/ADW/164652.0001

Date  
1 July 2016

**By Recorded Delivery**

Dear Sir or Madam

**RiverOak Investment Corporation: Application under s.53 of the Planning Act 2008**

We act for RiverOak Investment Corporation in relation to their proposed application for a Development Consent Order under the Planning Act 2008 (PA 2008) for the proposed re-opening of Manston Airport.

RiverOak has previously been in contact with the freeholder of the site which you occupy, Stone Hill Park Limited (previously known as Lothian Shelf (718) Limited), in relation to arranging access to their land for the purposes of carrying out surveys. We have previously indicated to them that if no voluntary agreement is reached, RiverOak will make an application under s.53 of the PA 2008 to gain access to the land to carry out these surveys.

Whilst RiverOak does not anticipate requiring access to any of the buildings which you occupy, it is nevertheless required to inform those with an interest in the land when submitting a s.53 application. I therefore confirm that on behalf of RiverOak we have today submitted an application to the Secretary of State, via the Planning Inspectorate, under s.53 of the Planning Act 2008.

This application seeks access over parts of Stone Hill Park Limited's land for the purpose of carrying out surveys in order to facilitate compliance with the European Directives set out in the PA 2008. A copy of the application is enclosed with this letter.

If you would like to make any comments on this application then please contact the Planning Inspectorate. If writing, please do so to Ms Susannah Guest, The Planning Inspectorate, Temple Quay House, Temple Quay, Bristol, BS1 6PN; alternatively, further contact details can be found at <http://infrastructure.planningportal.gov.uk>.

14476190.1

50 Broadway London  
SW1H 0BL United Kingdom  
DX 2317 Victoria  [www.bdb-law.co.uk](http://www.bdb-law.co.uk)



Whilst we have issued the enclosed application to the Planning Inspectorate, we are still keen to seek to agree a voluntary form of access arrangement with Stone Hill Park Limited, if at all possible. As such, negotiations between RiverOak and the freeholder are still ongoing.

Yours faithfully

*Bircham Dyson Bell*

**Bircham Dyson Bell LLP**



enc

Polar Helicopters Ltd  
Hanger 10  
Kent International Airport  
Spitfire Way  
Manston  
Kent  
CY12 5FF

Your Ref

Our Ref  
APH/ADW/164652.0001

Date  
1 July 2016

**By Recorded Delivery**

Dear Sir or Madam

**RiverOak Investment Corporation: Application under s.53 of the Planning Act 2008**

We act for RiverOak Investment Corporation in relation to their proposed application for a Development Consent Order under the Planning Act 2008 (PA 2008) for the proposed re-opening of Manston Airport.

RiverOak has previously been in contact with the freeholder of the site which you occupy, Stone Hill Park Limited (previously known as Lothian Shelf (718) Limited), in relation to arranging access to their land for the purposes of carrying out surveys. We have previously indicated to them that if no voluntary agreement is reached, RiverOak will make an application under s.53 of the PA 2008 to gain access to the land to carry out these surveys.

Whilst RiverOak does not anticipate requiring access to any of the buildings which you occupy, it is nevertheless required to inform those with an interest in the land when submitting a s.53 application. I therefore confirm that on behalf of RiverOak we have today submitted an application to the Secretary of State, via the Planning Inspectorate, under s.53 of the Planning Act 2008.

This application seeks access over parts of Stone Hill Park Limited's land for the purpose of carrying out surveys in order to facilitate compliance with the European Directives set out in the PA 2008. A copy of the application is enclosed with this letter.

If you would like to make any comments on this application then please contact the Planning Inspectorate. If writing, please do so to Ms Susannah Guest, The Planning Inspectorate, Temple Quay House, Temple Quay, Bristol, BS1 6PN; alternatively, further contact details can be found at <http://infrastructure.planningportal.gov.uk>.

14476208.1

50 Broadway London  
SW1H 0BL United Kingdom  
DX 2317 Victoria W [www.bdb-law.co.uk](http://www.bdb-law.co.uk)

Whilst we have issued the enclosed application to the Planning Inspectorate, we are still keen to seek to agree a voluntary form of access arrangement with Stone Hill Park Limited, if at all possible. As such, negotiations between RiverOak and the freeholder are still ongoing.

Yours faithfully

*Bircham Dyson Bell*

**Bircham Dyson Bell LLP**



enc

Taft International Transport  
Weatherfield Lodge  
Each End  
Ash  
Canterbury  
CT3 2BZ

Your Ref

Our Ref

APH/ADW/164652.0001

Date

1 July 2016

**By Recorded Delivery**

Dear Sir or Madam

**RiverOak Investment Corporation: Application under s.53 of the Planning Act 2008**

We act for RiverOak Investment Corporation in relation to their proposed application for a Development Consent Order under the Planning Act 2008 (PA 2008) for the proposed re-opening of Manston Airport.


RiverOak has previously been in contact with the freeholder of the site which you occupy, Stone Hill Park Limited (previously Lothian Shelf (718) Limited), in relation to arranging access to their land for the purposes of carrying out surveys. We have previously indicated to them that if no voluntary agreement is reached, RiverOak will make an application under s.53 of the PA 2008 to gain access to the land to carry out these surveys.

Whilst RiverOak does not anticipate requiring access to any of the buildings which you occupy, it is nevertheless required to inform those with an interest in the land when submitting a s.53 application. I therefore confirm that on behalf of RiverOak we have today submitted an application to the Secretary of State, via the Planning Inspectorate, under s.53 of the Planning Act 2008.

This application seeks access over parts of Stone Hill Park Limited's land for the purpose of carrying out surveys in order to facilitate compliance with the European Directives set out in the PA 2008. A copy of the application is enclosed with this letter.

If you would like to make any comments on this application then please contact the Planning Inspectorate. If writing, please do so to Ms Susannah Guest, The Planning Inspectorate, Temple Quay House, Temple Quay, Bristol, BS1 6PN; alternatively, further contact details can be found at <http://infrastructure.planningportal.gov.uk>.

14476211.1

50 Broadway London  
SW1H 0BL United Kingdom  
DX 2317 Victoria  [www.bdb-law.co.uk](http://www.bdb-law.co.uk)

Whilst we have issued the enclosed application to the Planning Inspectorate, we are still keen to seek to agree a voluntary form of access arrangement with Stone Hill Park Limited, if at all possible. As such, negotiations between RiverOak and the freeholder are still ongoing.

Yours faithfully

*Bircham Dyson Bell*

Bircham Dyson Bell LLP



enc



Powermain Ltd  
Unit 4  
Spitfire Way  
Manston  
Kent  
CT12 5BU

Your Ref

Our Ref  
APH/ADW/164652.0001

Date  
1 July 2016

**By Recorded Delivery**

Dear Sir or Madam

**RiverOak Investment Corporation: Application under s.53 of the Planning Act 2008**

We act for RiverOak Investment Corporation in relation to their proposed application for a Development Consent Order under the Planning Act 2008 (PA 2008) for the proposed re-opening of Manston Airport.

RiverOak has previously been in contact with the freeholder of the site which you occupy, Stone Hill Park Limited (previously Lothian Shelf (718) Limited), in relation to arranging access to their land for the purposes of carrying out surveys. We have previously indicated to them that if no voluntary agreement is reached, RiverOak will make an application under s.53 of the PA 2008 to gain access to the land to carry out these surveys.

Whilst RiverOak does not anticipate requiring access to any of the buildings which you occupy, it is nevertheless required to inform those with an interest in the land when submitting a s.53 application. We therefore confirm that on behalf of RiverOak we have today submitted an application to the Secretary of State, via the Planning Inspectorate, under s.53 of the Planning Act 2008.

This application seeks access over parts of Stone Hill Park Limited's land for the purpose of carrying out surveys in order to facilitate compliance with the European Directives set out in the PA 2008. A copy of the application is enclosed with this letter.

If you would like to make any comments on this application then please contact the Planning Inspectorate. If writing, please do so to Ms Susannah Guest, The Planning Inspectorate, Temple Quay House, Temple Quay, Bristol, BS1 6PN; alternatively, further contact details can be found at <http://infrastructure.planningportal.gov.uk>.

14476275.1

50 Broadway London  
SW1H 0BL United Kingdom  
DX 2317 Victoria W www.bdb-law.co.uk

Whilst we have issued the enclosed application to the Planning Inspectorate, we are still keen to seek to agree a voluntary form of access arrangement with Stone Hill Park Limited's, if at all possible. As such, negotiations between RiverOak and the freeholder are still ongoing.

Yours faithfully

*Bircham Dyson Bell*

Bircham Dyson Bell LLP



enc

Hunglish Limited  
Building 521  
Spitfire Way  
Manston Airport  
Kent  
CT12 5FF

Your Ref

Our Ref  
APH/ADW/164652.0001

Date  
1 July 2016

**By Recorded Delivery**

Dear Sir or Madam

**RiverOak Investment Corporation: Application under s.53 of the Planning Act 2008**

We act for RiverOak Investment Corporation in relation to their proposed application for a Development Consent Order under the Planning Act 2008 (PA 2008) for the proposed re-opening of Manston Airport.


RiverOak has previously been in contact with the freeholder of the site which you occupy, Stone Hill Park Limited (previously known as Lothian Shelf (718) Limited), in relation to arranging access to their land and for the purposes of carrying out surveys. We have previously indicated to them that if no voluntary agreement is reached, RiverOak will make an application under s.53 of the PA 2008 to gain access to the land and to carry out these surveys.

Whilst RiverOak does not anticipate requiring access to any of the buildings which you occupy, it is nevertheless required to inform those with an interest in the land when submitting a s.53 application. I therefore confirm that on behalf of RiverOak we have today submitted an application to the Secretary of State, via the Planning Inspectorate, under s.53 of the Planning Act 2008.

This application seeks access over parts of Stone Hill Park Limited's land for the purpose of carrying out surveys in order to facilitate compliance with the European Directives set out in the PA 2008. A copy of the application is enclosed with this letter.

If you would like to make any comments on this application then please contact the Planning Inspectorate. If writing, please do so to Ms Susannah Guest, The Planning Inspectorate, Temple Quay House, Temple Quay, Bristol, BS1 6PN; alternatively, further contact details can be found at <http://infrastructure.planningportal.gov.uk>.

14476289.1

50 Broadway London  
SW1H 0BL United Kingdom  
DX 2317 Victoria   
W [www.bdb-law.co.uk](http://www.bdb-law.co.uk)

Whilst we have issued the enclosed application to the Planning Inspectorate, we are still keen to seek to agree a voluntary form of access arrangement with Stone Hill Park Limited, if at all possible. As such, negotiations between RiverOak and the freeholder are still ongoing.

Yours faithfully

*Bircham Dyson Bell*

Bircham Dyson Bell LLP

enc