

**PLANNING ACT 2008
AND
THE INFRASTRUCTURE PLANNING (EXAMINATION) PROCEDURE) RULES 2010**

**THE ABLE MARINE ENERGY PARK DEVELOPMENT CONSENT ORDER 2012
(PINS REFERENCE: TR030001)**

SUMMARY WRITTEN REPRESENTATIONS OF NATIONAL GRID PLC

(NATIONAL GRID'S UNIQUE REFERENCE NUMBERS: _____)

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1 INTRODUCTION AND BACKGROUND

- 1.1 These written representations are submitted by National Grid Plc ("NG") pursuant to Regulation 10 of The Infrastructure Planning (Examination Procedure) Rules 2010 (the "rules") in respect of The Able Marine Energy Park Development Consent Order 2012 (the "DCO") promoted by Able Humber Ports Limited ("the undertaker"). They should be read alongside NG's relevant representations dated 2 April 2012 ("relevant representations").
- 1.2 NG is a statutory undertaker for the purposes of its interests at Killingholme (electricity overhead lines) and at Old Little Humber Farm (gas pipelines) for the purposes of sections 127, 128 and 138 of the Planning Act 2008.
- 1.3 As a statutory undertaker NG's land and equipment is protected by sections 127 and 138 of the Planning Act 2008.
- 1.4 Although discussions have taken place between NG and the undertaker no agreement has been reached between the parties and NG maintains its objection along the lines set out below.

2 SUMMARY OF NG OBJECTION

- 2.1 NG maintains its objection to the proposal on the grounds that no protective provisions have been agreed with the undertaker to secure NG's rights to retain its

gas and electricity transmission apparatus in situ and rights of access to inspect, maintain, renew and repair such apparatus located within the site order limits.

- 2.2 NG further objects to the proposal due to technical implications as a result of the creation of a 'wetland' on land where 3 major accident hazard transmission pipelines are located.

3 DESCRIPTION OF EQUIPMENT

(a) Electricity

- (i) Plots SP3 and SP5 are crossed by an electric line, known as the 2AJ 400kV Killingholme substation to Humber Refinery substation line (the "electric line"). A tower is located on plot SP5. The electric line forms an essential part of the national electricity transmission network and plays an important role in maintaining the supply of electricity to the local distribution network operator.

Gas

- (i) Plots 14002, 14004 and 14008 are situated at Old Little Humber Farm and consist of arable farm land.
- (ii) High Pressure Gas Pipelines

Three pipelines cross the plots referred to above and they form part of the national transmission system and play a significant role in conveying gas from Easington to Paull. Any damage to a high-pressure gas pipeline or its coating can affect its integrity and can result in failure of the pipeline with potentially serious hazardous consequences for individuals located in the vicinity of the pipeline if it were to fail.

4 CURRENT LEGAL BASIS FOR EQUIPMENT SITUATED ON THE LAND

(a) Electricity

Contrary to the comments made in NG's relevant representations, the electric line is not held on a deed of easement. NG had a wayleave with Innogy, the previous owners who have now sold the land to Elba Securities Ltd, a company wholly owned by the undertaker and to whom wayleave payments

have been made. This land has now been let on a 10 year lease to GB Agencies Limited.

(b) Gas

NG has the benefit of three deeds of easement.

5 STATUTORY AND OTHER REQUIREMENTS AND GUIDANCE

- 5.1 In addition to any legal obligations between landowners and statutory undertakers, there are various standards which have to be observed in working on land which contains statutory undertakers' equipment or in the vicinity of such equipment, which are laid down by the Health and Safety Executive and other similar bodies. These must be observed by contractors irrespective of any arrangement between landowners and details are set out in the written representations.

6 PRACTICAL EFFECT OF THE PROPOSALS ON NG EQUIPMENT

- 6.1 As a responsible statutory undertaker, NG's primary concern is the maintenance of its equipment and the need to ensure that any authorised development within the vicinity of its equipment can be undertaken without causing serious detriment to its undertaking. As an alternative to maintaining an objection to the authorised development per se NG can set out the conditions it requires imposed. These conditions would be sought to overcome the impediments NG currently perceives will exist if the DCO is permitted without such conditions being in place.

7 PROPOSED AMENDMENTS TO THE DCO

(a) Electricity

- (i) NG does not have an interest in the land subject to the proposal but does have a right of occupation under the Electricity Act 1989. NG requires an easement over the land to secure its equipment but recognises this must be negotiated with the undertaker.
- (ii) Article 41 of the draft DCO and Schedule 1 of the Book of Reference authorise the compulsory acquisition of wires, cables, and other apparatus belonging to NG. In the absence of a deed of easement the electric line requires protection due to its strategic importance within the electricity network.

- (iii) Accordingly NG seek additional Protective Provisions within Schedule 9 of the draft DCO to ensure that the wide powers granted under Article 41 are not exercised without compliance with the Protection Provisions.
- (iv) It is hoped that terms can be agreed with the undertaker regarding the protection of the electric line.
- (v) It is noted that under Schedule 11 paragraph 5 of the draft DCO, provision is made for a landscaping scheme to be approved by the relevant planning authority. NG seeks to be consulted in respect of this.
- (b) Gas
 - (i) In the book of reference the interest (easement) of NG is expressly excluded from plots 14002, 14004 and 14008. NG assume there is no power to acquire these pipelines under the DCO.

8 REPRESENTATIONS PURSUANT TO SECTION 127 AND 138 PLANNING ACT 2008

- (a) General
 - (i) Section 127 of the Planning Act 2008 concerns the acquisition of statutory undertakers land and the Secretary of State must be satisfied that such land can be acquired without causing serious detriment to the carrying on of the undertaking. If he is satisfied the land can be acquired in such circumstances he may grant a certificate.
 - (ii) Section 138 of the Planning Act 2008 requires the decision maker to be satisfied that the extinguishment or removal of apparatus is necessary for the purpose of carrying out the development to which the DCO relates. It is submitted that it is not necessary to remove the electric line or the gas pipelines. As section 138(5) is engaged as representations have been made by NG the order must not include powers to extinguish or remove NG's apparatus without the consent of the Secretary of State.
 - (iii) Specific representations regarding NG's electricity and gas infrastructure are detailed in the written representations with reference to proposed protective provisions.

9 CONCLUSION AND RECOMMENDATIONS

- 9.1 The Secretary of State will note that NG does not object to the principle of this development. NG is anxious however to ensure that the DCO does not provide any authority for the undertaker to interfere with NG's equipment without having first obtained the consent of NG to any such interference and so as to allow NG itself to undertake the work to its equipment if it becomes necessary.
- 9.2 Ordinarily, NG would have expected the undertaker to have consulted it in much more detail by this stage of the proceedings so that it could have reached agreement and entered into asset protection agreements which is NG's normal way of proceeding with orders of this nature. However, because of the lack of information to date, and the desire of the undertaker to make an application and the requirements of the examination timetable, NG finds itself having to protect its position through the DCO process. There is, therefore, the necessity to amend the draft DCO to accommodate the protection that NG as a statutory undertaker requires.
- 9.3 It is noted that the undertaker must secure consent from the Secretary of State under section 138 as NG have made the appropriate representations. It will be seen that in the case of both Electricity and Gas equipment it is not expected that the equipment will be removed or any rights extinguished in which case the DCO should be amended to reflect this, as suggested, or any DCO from the Secretary of State should be appropriately worded to make it clear it does not extend to NG's equipment.

28 June 2012

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Appendix 4	Protective Provisions	Filed separately

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1 INTRODUCTION AND BACKGROUND

- 1.1 These written representations are submitted by National Grid Plc ("NG") pursuant to Regulation 10 of The Infrastructure Planning (Examination Procedure) Rules 2010 (the "rules") in respect of The Able Marine Energy Park Development Consent Order 2012 (the "DCO") promoted by Able Humber Ports Limited ("the undertaker"). They should be read alongside NG's relevant representations dated 2 April 2012 ("relevant representations") which are enclosed for ease of reference at **Appendix 1**. Please note that NG has updated and amended its position regarding its relevant representations in connection with its rights in respect of the overhead line.
- 1.2 By virtue of the Electricity Act 1989 section 112(1) and Schedule 16 paragraph 2(2) NG as a licence holder is deemed to be a statutory undertaker for the purposes of the Acquisition of Land Act 1981.
- 1.3 By virtue of section 127(8) Planning Act 2008 a statutory undertaker includes undertakers deemed by section 8 of the Acquisition of Land Act 1981 to be a statutory undertaker for the purposes of that Act by virtue of another enactment.
- 1.4 By virtue of the Gas Act 1995 section 16(1) and Schedule 4 paragraph 2(1)(xxxi), NG as a public transporter is deemed to be a statutory undertaker.

- 1.5 NG is therefore a statutory undertaker for the purposes of its interests at Killingholme (electricity overhead lines) and at Old Little Humber Farm (gas pipelines) for the purposes of sections 127, 128 and 138 of the Planning Act 2008.
- 1.6 As a statutory undertaker NG's land and equipment is protected by sections 127 and 138 of the Planning Act 2008.
- 1.7 Although discussions have taken place between NG and the undertaker no agreement has been reached between the parties and NG maintains its objection along the lines set out below.

2 SUMMARY OF NG OBJECTION

- 2.1 NG maintains its objection to the proposal on the grounds that no protective provisions have been agreed with the undertaker to secure NG's rights to retain its gas and electricity transmission apparatus in situ and rights of access to inspect, maintain, renew and repair such apparatus located within the site order limits.
- 2.2 NG further objects to the proposal due to technical implications as a result of the creation of a 'wetland' on land where 3 major accident hazard transmission pipelines are located. These pipelines are at risk of buoyancy resulting from increased groundwater and axial stresses associated with this. NG is currently waiting for further details and plans to be provided by the undertaker which will inform a decision as to whether this proposal will adversely affect the integrity of these pipelines. Until this further detail is provided and any further necessary surveys have been carried out to assess the implications of the proposal on ground conditions surrounding the pipeline, NG will continue to object.

3 DESCRIPTION OF EQUIPMENT

(a) Electricity

- (i) Plots SP3 and SP5 are crossed by an electric line, known as the 2AJ 400kV Killingholme substation to Humber Refinery substation line (the "electric line"). A tower is located on plot SP5. The land is currently operational as a major centre for vehicle storage and distribution. GB Agencies Limited are the principal tenants of the land. Under the new proposals, it is intended to construct a new quay to serve the wind energy sector comprising of manufacturing facilities for the offshore wind energy industry and a quay

facility that will enable turbine components to be loaded onto vessels for transport to offshore wind farms.

(ii) The electric line

The electric line forms an essential part of the national electricity transmission network and plays an important role in maintaining the supply of electricity to the local distribution network operator. It is NG policy to seek to retain our existing assets in-situ, because of the strategic nature of our national network and the scale and bulk of our equipment.

(b) Gas

(i) Plots 14002, 14004 and 14008 are situated at Old Little Humber Farm and consist of arable farm land.

(ii) High Pressure Gas Pipelines

Three pipelines cross the plots referred to above shown on the plan attached at **Appendix 2**. These three gas pipelines form part of the national transmission system and play a significant role in conveying gas from Easington to Paull. Any damage to a high-pressure gas pipeline or its coating can affect its integrity and can result in failure of the pipeline with potentially serious hazardous consequences for individuals located in the vicinity of the pipeline if it were to fail.

4 CURRENT LEGAL BASIS FOR EQUIPMENT SITUATED ON THE LAND

(a) Electricity

Contrary to the comments made in NG's relevant representations, the electric line is not held on a deed of easement. NG had a wayleave with Innogy, the previous owners who have now sold the land to Elba Securities Ltd, a company wholly owned by the undertaker and to whom wayleave payments have been made. This land has now been let on a 10 year lease to GB Agencies Limited.

(b) Gas

NG has the benefit of three deeds of easement. These are binding on the land owner, Elba Securities Limited and the tenants Mr and Mrs J F White. Copies of the deeds of easement are enclosed at **Appendix 3**. The DCO excludes the Deeds of Easement from the interests set out in the Book of Reference and it is assumed it is not intended to acquire this interest. The deed of easement dated 1st April 1985 contains the following relevant terms: *“to lay construct inspect maintain protect use replace remove or render unusable a main or pipe for the transmission or storage of gas.”* The easement restricts alterations to ground conditions in that “the Grantor” shall not: *“without the prior consent in writing of the Corporation make or cause or permit to be made any material alteration to or any deposit of any thing upon any part of the said strip of land so as to interfere with or obstruct the access thereto or to the said works by the Corporation or so as to lessen or in any way interfere with the support afforded to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the said works.”* The provisions set out in the other two easements contain virtually identical terms.

5 STATUTORY AND OTHER REQUIREMENTS AND GUIDANCE

- 5.1 In addition to any legal obligations between landowners and statutory undertakers, there are various standards which have to be observed in working on land which contains statutory undertakers’ equipment or in the vicinity of such equipment, which are laid down by the Health and Safety Executive and other similar bodies. These must be observed by contractors irrespective of any arrangement between landowners.

(a) Electricity

- (i) Statutory electrical safety clearances must be maintained at all times. The distances are set out in EN43-8 – Technical Specifications for Overhead Line Clearances Issue 3 (2004) outlined at the following webpage:
http://www.nationalgrid.com/uk/LandandDevelopment/DDC/devnearohl_final/appendixIII/
- (ii) Guidance in connection with working safely near existing overhead lines is contained in the Health and Safety Executive Guidance Note GS6 (Avoidance

of danger from overhead electric power lines) a copy of which can be viewed via the following webpage: <http://www.hse.gov.uk/pubns/priced/g6.pdf>

- (iii) Plant, machinery equipment, building or scaffolding should not encroach within 5.3 metres of any of the high voltage conductors at the point where the conductors are under their maximum “sag” or “swing” conditions.
- (iv) Drilling or excavation work should not be undertaken if they have the potential to disturb or adversely affect the foundations of “pillars of support” of the tower. The foundations will extend beyond the base of the tower. Pillar of support drawings should be prepared and approved before work is commenced.
- (v) NG’s publication “A Sense of Place” provides guidelines on how to create high quality development near overhead lines and offers practical solutions to avoid unnecessary sterilisation of land in the vicinity of high voltage lines. A copy of these guidelines can be viewed via the following weblink:
<http://www.nationalgrid.com/uk/senseofplace>
- (vi) Further guidance on development near electricity lines has been provided by NG and this is available to view via the following weblink:
http://www.nationalgrid.com/uk/LandandDevelopment/DDC/devnearohl_final/pdf/brochure.htm

(b) Gas

- (i) Whilst the existing deeds of easement will control the works which can be carried out on the land, a developer will have to have regard to the Health and Safety Executive’s guidance document HSG47 “Avoiding Danger from Underground Services” and NG’s “Specification for safe working in the vicinity of NG high pressure gas pipelines and associated installations – requirements for third parties T/SP/SSW/22”. These documents can be accessed via the following weblinks:

<http://www.hse.gov.uk/pubns/priced/hsg47.pdf>

<http://www.nationalgrid.com/NR/ronlyres/EBB14330-F1F0-4B5A-BDA3-DE7DF3482691/44260/Safeworkinginthevicinityofabove7barpipelines.pdf>

- (ii) In addition, any works within the easement strip will require permission. Construction traffic should only cross the pipeline at locations agreed with an NG engineer. All crossing points must be fenced on both sides with a post and wire fence and with the fence retained along the easement for a distance of 6 metres.
- (iii) The pipeline should be protected at the crossing points by temporary rafts constructed at ground level. No protective measures including the installation of concrete slab protection shall be installed over or near to the NG pipeline without the prior permission of NG. NG will need to agree the material, the dimensions and methods of installation of the proposed protective measures. The method of installation is to be confirmed through the submission of a formal written method statement from a contractor to NG.

6 PRACTICAL EFFECT OF THE PROPOSALS ON NG EQUIPMENT

6.1 As a responsible statutory undertaker, NG's primary concern is the maintenance of its equipment and the need to ensure that any authorised development within the vicinity of its equipment can be undertaken without causing serious detriment to its undertaking. With this in mind, NG is required, in deciding to pursue an objection, to make a judgment as to whether the authorised development is likely to create an impediment that cannot be overcome by undertaking remedial works or introducing controlled operations. As an alternative to maintaining an objection to the authorised development per se NG can set out the conditions it requires imposed. These conditions would be sought to overcome the impediments NG currently perceives will exist if the DCO is permitted without such conditions being in place.

(a) Electricity

- (i) NG is satisfied the authorised development will not create impediments in respect of the overhead line which cannot be overcome by suitable conditions and approvals.
- (ii) In the absence of an agreement, NG will need to ensure it can maintain access to its equipment to inspect, maintain, repair, renew and retain the asset and this should be on a proper legal basis. NG will also require an

agreement for carrying out future refurbishment works in terms of working areas for the replacement of conductors.

- (iii) The DCO cannot itself grant these rights to NG as it only authorises development by the undertaker. NG will continue to negotiate with the undertaker to seek an agreement outside the DCO, but in the absence of such an agreement being reached will require these representations to be taken into account together with the proposed amendments to the DCO.
- (iv) Apart from the specific rights which cannot be formally granted by the DCO, matters dealing with landscaping and the alteration of ground levels can be dealt with either directly between the undertaker and NG or through the scrutiny of the local planning authorities.

(b) Gas

- (i) The authorised development sought includes, *inter alia*, a requirement to provide temporary compensation land at Old Little Humber Farm. It is intended to create a wetland environment by stopping up land drains and re-contouring the land. As there are three high pressure gas mains running across this land, at the present time NG remain to be satisfied that the development proposed by the undertaker can be carried out safely so that access to the pipes for repair and maintenance remains practical. In particular, it is important that the support around the pipes is not compromised. The Pipelines Safety Regulations 1996 state that “*No person shall cause such damage to a pipeline as may give rise to a danger to persons*” (Regulation 15) and under Regulation 18 these pipelines operating above 7 bar are classified as Major Accident Hazard pipelines which defines them as having the potential to cause a Major Accident Hazard.
- (ii) The undertaker has advised NG that it is carrying out further work to investigate the implications of its proposals for the high pressure gas pipelines but that the results of this work will not be known until after the date for submitting these written representations.
- (iii) Accordingly NG is of the view that the proposals to create wetland around the pipelines is an impediment which will/may cause serious detriment to the carrying out of its undertaking and for which at the present time there is no recognised agreed plan for dealing with the pipelines.

7 PROPOSED AMENDMENTS TO THE DCO

(a) Electricity

- (i) NG does not have an interest in the land subject to the proposal but does have a right of occupation under the Electricity Act 1989. NG requires an easement over the land to secure its equipment but recognises this must be negotiated with the undertaker.
- (ii) Article 41 of the draft DCO and Schedule 1 of the Book of Reference authorise the compulsory acquisition of wires, cables, and other apparatus belonging to NG. In the absence of a deed of easement the electric line requires protection due to its strategic importance within the electricity network. (See section 3(a) above).
- (iii) Accordingly NG seek an additional Protective Provision within Schedule 9 of the draft DCO to ensure that the wide powers granted under Article 41 are not exercised without compliance with the Protection Provisions. The suggested wording for the Protective Provision is set out at **Appendix 4**.
- (iv) It is hoped that terms can be agreed with the undertaker regarding the protection of the electric line but NG reserves the right to submit further representations regarding the need for the electric line if this request is resisted or a deed of easement is not agreed within the timescale for promoting the DCO.
- (v) It is noted that under Schedule 11 paragraph 5 of the draft DCO, provision is made for a landscaping scheme to be approved by the relevant planning authority. Providing NG receive written confirmation from the relevant planning authority that it will be consulted, in particular on the following grounds of requirement 5:
 - a) location, number, species, size and planting density of any proposed planting;
 - c) proposed finished ground levels;
 - g) proposed and existing functional services above ground, including drainage, power and communications cables and pipelines and supports;

h) details of existing trees to be retained, with measures for their protection during the construction period.

and providing the relevant planning authority also provide written confirmation that NG will be consulted before approval is given under requirement 7. NG is content not to seek additional protective provisions in Schedule 9 to cover these aspects of the proposed development.

(b) Gas

- (i) In the book of reference the interest (easement) of NG is expressly excluded from plots 14002, 14004 and 14008. NG assume there is no power to acquire these pipelines under the DCO. It is noted that under Article 41 of the draft DCO and Schedule 1 of the Book of Reference, there appears to be power to acquire all National Grid Gas Plc's gas main, meters, pipes and other apparatus but NG is not aware of any other equipment apart from the pipelines at Old Little Humber Farm, that are likely to be affected by the undertaking. This reference can, therefore, be deleted from Schedule 1.

8 REPRESENTATIONS PURSUANT TO SECTION 127 AND 138 PLANNING ACT 2008

(a) General

- (i) Section 127 of the Planning Act 2008 concerns the acquisition of statutory undertakers land and the Secretary of State must be satisfied that such land can be acquired without causing serious detriment to the carrying on of the undertaking. If he is satisfied the land can be acquired in such circumstances he may grant a certificate.
- (ii) Section 138 of the Planning Act 2008 requires the decision maker to be satisfied that the extinguishment or removal of apparatus is necessary for the purpose of carrying out the development to which the DCO relates. It is submitted that it is not necessary to remove the electric line or the gas pipelines. As section 138(5) is engaged as representations have been made by NG the order must not include powers to extinguish or remove NG's apparatus without the consent of the Secretary of State.

- (iii) The gas easements are expressly excluded in the Book of Reference. However Schedule 1 of the Book of Reference does refer in general terms to NG equipment.
 - (iv) The Secretary of State in making his decision is invited to make it clear that consent is not granted pursuant to section 138 to extinguish, remove or relocate the electric line or to interfere in any way, including removing the right of support for the gas pipelines. If consent is being considered the following representations should be taken into account.
- b) Electricity
- (v) By virtue of section 159(2) of the Planning Act 2008, for the purposes of Part 7 of the Planning Act (which include section 127), the term land includes “any interest or rights over land”. Whilst NG does not have any formal easement to protect the overhead line or indeed any express wayleave, it does have a right to keep its equipment on the land pursuant to the terms of the Electricity Act 1989. It is submitted that such right falls within the ambit of section 127 and the expression “land” as defined in the Act and therefore the Secretary of State does have jurisdiction to consider whether to issue a certificate under section 127 in this instance.
 - (vi) Article 41 as currently drafted would authorise the undertaker to remove or reposition the apparatus of NG without requiring any further consent or agreement. This should not be permitted by the DCO in the circumstances of this case where NG are advised that there are no proposals to remove or reposition the overhead line as the power sought is wholly disproportionate. If the undertaker were to amend the scheme and require adjustment to the electric line NG would have no right to challenge this at the time. Accordingly, NG’s position should be protected and covered by the protective provisions set out in **Appendix 4**.
- c) Gas
- (vii) The DCO does not include power to compulsorily acquire the easement in plots 14002, 14004 and 14008. It is assumed this overrides the general power in Article 41 and Schedule 1 of the Book of Reference which includes gas mains and pipes belonging to National Grid Gas Plc. On the basis Article 41 does not apply, the undertaker will only be able to create a wetland over

this land to the extent that it does not undermine NG's right of support for its pipelines.

- (viii) Since NG have no assurances at the present time from the undertaker that its right of support will not be undermined, there remains an issue between the parties. Whilst this may ultimately become a private matter between NG and the undertaker in respect of the easement, the risk which may arise and which has been identified by NG will be of relevance to the project as a whole and will be a matter the Secretary of State will wish to consider. NG are mindful of the fact that section 158 of the Planning Act 2008 confers statutory authority to carry out development authorised by the DCO and to provide a defence in civil or criminal proceedings for nuisance. These provisions are subject to any contrary provision made in any particular case by an order granting development consent.
- (ix) NG consider that authorising the land around the pipeline to become a wetland is likely not only to cause a nuisance to NG but could also lead to more serious problems as outlined above.
- (x) NG is of the opinion that a suitable provision should be inserted into the draft DCO to address this risk, and these are set out in **Appendix 4** as Protective Provisions. The compensation provisions set out at section 152 of the Planning Act 2008 would be entirely inappropriate as a remedy in these circumstances.
- (xi) If NG's understanding of the workings of the DCO are incorrect and the undertaker does have power to acquire, remove or reposition the pipelines pursuant to Article 41 and Schedule 1 of the Land Plan then NG's representations should be taken into account.
- (xii) If permission is granted for the land at Old Little Humber Farm to become wetland then this could be seriously detrimental to the carrying on of NG's undertaking for the reasons set out above. As the legal interest of NG is excluded from the provisions of the DCO including Article 41 the Secretary of State will have to have regard to the suggested protective provisions set out above or will have to refuse the certificate if he decides not to include them in the DCO.

- (xiii) The failure of the undertaker to properly consult NG about these proposals so that an informed assessment could have taken place before the application was made, has meant that NG has had to react to the limited information provided which is totally inadequate to make a serious judgment about the effect on its equipment in circumstances where any failure of the equipment could have catastrophic implications for the surrounding area and the provision of a gas supply more widely.
- (xiv) In the absence of any protective provisions being included in the DCO, the Secretary of State is invited to refuse an application for a certificate until the undertaker has come forward with acceptable proposals to deal with the high pressure gas pipelines.

9 CONCLUSION AND RECOMMENDATIONS

- 9.1 The Secretary of State will note that NG does not object to the principle of this development. NG is anxious however to ensure that the DCO does not provide any authority for the undertaker to interfere with NG's equipment without having first obtained the consent of NG to any such interference and so as to allow NG itself to undertake the work to its equipment if it becomes necessary.
- 9.2 Ordinarily, NG would have expected the undertaker to have consulted it in much more detail by this stage of the proceedings so that it could have reached agreement and entered into asset protection agreements which is NG's normal way of proceeding with orders of this nature. However, because of the lack of information to date, and the desire of the undertaker to make an application and the requirements of the examination timetable, NG finds itself having to protect its position through the DCO process. There is, therefore, the necessity to amend the draft DCO to accommodate the protection that NG as a statutory undertaker requires.
- 9.3 It is noted that the undertaker must secure consent from the Secretary of State under section 138 as NG have made the appropriate representations. It will be seen that in the case of both Electricity and Gas equipment it is not expected that the equipment will be removed or any rights extinguished in which case the DCO should be amended to reflect this, as suggested, or any DCO from the Secretary of State should be appropriately worded to make it clear it does not extend to NG's equipment.

28 June 2012

Infrastructure Planning Commission
Temple Quay House
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Bristol
BS1 6PN

Land and Development

Vicky Stirling
Town Planner
Land & Development

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www.nationalgrid.com

SUBMITTED VIA EMAIL TO:

ablemarineenergypark@infrastructure.gsi.gov.uk

02 April 2012

Our Ref: XX_TE_Z5_F_09829

Your Ref: TR030001

Dear Sir/Madam

RELEVANT REPRESENTATIONS BY NATIONAL GRID

**The Proposed Able Marine Energy Park Development Consent Order
IPC Application Reference: TR030001**

I refer to the above application. Having reviewed the DCO application documents relating to the proposal, I would like to submit the following representations:

National Grid objects to this application on the grounds that there may be adverse impacts on the integrity of National Grid's operational infrastructure located within the site order limits, whether temporary or permanent, unless protective provisions are included within the DCO.

National Grid requires the inclusion of protection provisions in the DCO which should provide the right to retain our apparatus in situ and the right of access by National Grid to inspect, maintain, renew and repair such apparatus located within the site order limits as well as appropriate safeguards that ensure that the integrity and safe operation of National Grid's apparatus is maintained at all times.

Details of National Grid infrastructure affected by the proposal and requiring protective provisions are as follows:

National Grid infrastructure within the application site/order limits

A National Grid high voltage electricity overhead transmission line crosses the site order boundary to the North West in Plot SP5 shown on the Indicative Masterplan. A National Grid transmission tower is also located within the site order boundary within Plot SP5. This overhead line and tower form essential parts of the electricity transmission network in England and Wales.

Details of the overhead line are as follows:

- 2AJ 400kV Killingholme Substation to Humber Refinery Substation

We wish to set out the following points which should be taken into account by the IPC in considering the application and in making protective provisions in the DCO:

National Grid is a trading name for:
National Grid Electricity Transmission plc
Registered Office: 1-3 Strand, London WC2N 5EH
Registered in England and Wales, No 2366977

National Grid is a trading name for:
National Grid Gas plc
Registered Office: 1-3 Strand, London WC2N 5EH
Registered in England and Wales, No 2006000

- National Grid's tower is protected by a Deed of Easement Agreement which provides a full right in perpetuity for access to inspect, maintain, repair, renew and retain our asset. National Grid's approach is always to seek to retain our existing overhead lines in situ.
- Statutory electrical safety clearances must be maintained at all times. These distances are set out in EN 43 – 8 Technical Specification for “overhead line clearances Issue 3 (2004) outlined at the following webpage:
http://www.nationalgrid.com/uk/LandandDevelopment/DDC/devnearohl_final/appendixIII/applII-part2
- The proposal in its current design would place restrictions on any future refurbishment works on our electricity transmission overhead line and tower (2AJ006) in terms of working areas required for the replacement of conductors. National Grid would be happy to meet to discuss alternative designs and layout in order to meet the requirements of both parties.
- Schedule 11, Section 6 of the draft Development Consent Order makes reference to the requirement for the submission of a landscaping scheme to the Local Planning Authority prior to the commencement of the development. National Grid requests to be consulted where it is proposed to alter the ground level in vicinity of our overhead line. Planting can take place subject to adequate maintenance access to the overhead line being provided. However, it is important that appropriate species are selected for locations below and adjacent to the transmission route to ensure that safety clearances are maintained and that the species that have been planted do not grow to heights that would infringe the safety clearances.
- The relevant guidance in relation to working safely near to existing overhead lines is contained within the Health and Safety Executive's (www.hse.gov.uk) Guidance Note GS 6 “Avoidance of Danger from Overhead Electric Lines.”
- Plant, machinery, equipment, buildings or scaffolding should not encroach within 5.3 metres of any of our high voltage conductors at the point where the conductors are under their maximum ‘sag’ or ‘swing’ conditions. Overhead Line profile drawings should be obtained using the above contact details.
- Drilling or excavation works should not be undertaken if they have the potential to disturb or adversely affect the foundations or “pillars of support” of our towers. These foundations extend beyond the base of the tower. Pillar of Support drawings should be obtained using the contact details above.
- To promote the successful development of sites crossed by existing overhead lines, and the creation of well-designed places, National Grid has produced ‘A Sense of Place’ guidelines, which look at how to create high quality development near overhead lines and offer practical solutions which can assist in avoiding the unnecessary sterilisation of land in the vicinity of high voltage overhead lines. To view the National Grid Policy's for our Sense of Place Document: <http://www.nationalgrid.com/uk/LandandDevelopment/DDC/>
- Further guidance on development near electricity transmission overhead lines is available here: <http://www.nationalgrid.com/NR/rdonlyres/C185DC83-F57F-41A6-B4F1-6E28B3510E59/34674/02APTElectricityOHLGuidanceV12.doc>

In addition, National Grid has the following high pressure gas transmission assets crossing the proposed ‘Temporary Managed Grassland Compensation Area’ as shown on the Key Development Statistics Plan 2 at Old Little Humber Farm:-

- Feeder 01 – Easington to Paull

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Registered Office: 1-3 Strand, London WC2N 5EH
Registered in England and Wales, No 2006000

- Feeder 09 – Easington to Paull
- Feeder 24 - Easington to Paull

These gas transmission pipelines are owned and operated by National Grid and form an essential part of the National Gas Transmission System.

We wish to set out the following points which should be taken into account by the IPC in considering the application and in making protective provisions in the DCO:

- National Grid has a Deed of Easement for each pipeline which prevents change to existing ground levels, and the storage of materials. It also prevents the erection of permanent / temporary buildings, or structures over the easement strip. Access to our pipelines must be ensured at all times during and after construction.
- Before any tree planting is carried out on or within close proximity to a gas pipeline easement, written approval must be obtained from National Grid. Any approval granted by National Grid to plant trees on the easement shall be subject to retaining the rights to remove, at any time in the future, all trees which in the opinion of National Grid Engineers might become a danger to the pipeline.
- Written permission from National Grid is required before any works commence within the National Grid easement strip. A National Grid representative shall monitor any works within close proximity to the pipeline to comply with National Grid specification T/SP/SSW22 (see below).
- Where existing roads cannot be used, construction traffic should ONLY cross the pipeline at locations agreed with a National Grid engineer. All crossing points will be fenced on both sides with a post and wire fence and with the fence returned along the easement for a distance of 6 metres.
- The pipeline shall be protected, at the crossing points, by temporary rafts constructed at ground level. No protective measures including the installation of concrete slab protection shall be installed over or near to the National Grid pipeline without the prior permission of National Grid. National Grid will need to agree the material, the dimensions and method of installation of the proposed protective measure. The method of installation shall be confirmed through the submission of a formal written method statement from the contractor to National Grid.
- In addition, the Health and Safety Executives guidance document HS(G) 47 "Avoiding Danger from Underground Services", and National Grid's specification for Safe Working in the Vicinity of National Grid High Pressure gas pipelines and associated installations - requirements for third parties T/SP/SSW22 should be taken into account. To view the SSW22 Document, please use the link below:

<http://www.nationalgrid.com/uk/LandandDevelopment/DDC/GasElectricNW/safeworking.htm>

Further Advice

If we can be of any assistance to you in providing further information please do not hesitate to contact us at the address below.

National Grid
Land & Development Stakeholder and Policy Manager
Land & Development Team

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National Grid Electricity Transmission plc
Registered Office: 1-3 Strand, London WC2N 5EH
Registered in England and Wales, No 2366977

National Grid is a trading name for:
National Grid Gas plc
Registered Office: 1-3 Strand, London WC2N 5EH
Registered in England and Wales, No 2006000

National Grid House
Warwick Technology Park
Gallows Hill
Warwick
CV34 6DA

In addition, the following publications which are relevant to the issues outlined above are available from our web site:

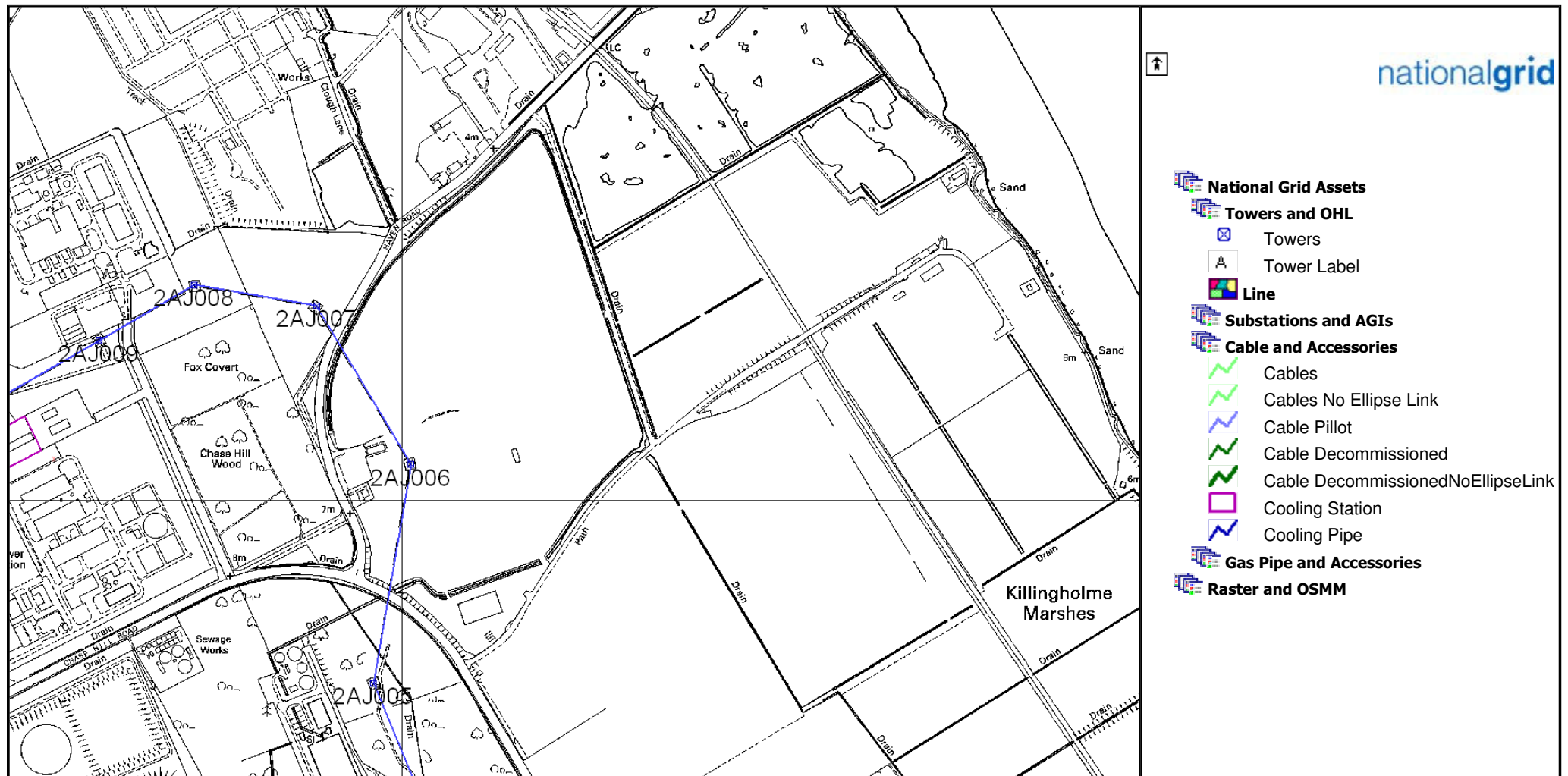
- National Grid Electricity Transmission plc, Electricity Act 1989 – Schedule 9 Statement, preservation of amenity
- A sense of place – Design guidelines for development near high voltage overhead lines
- Development near overhead lines

www.nationalgrid.com/uk/landanddevelopment

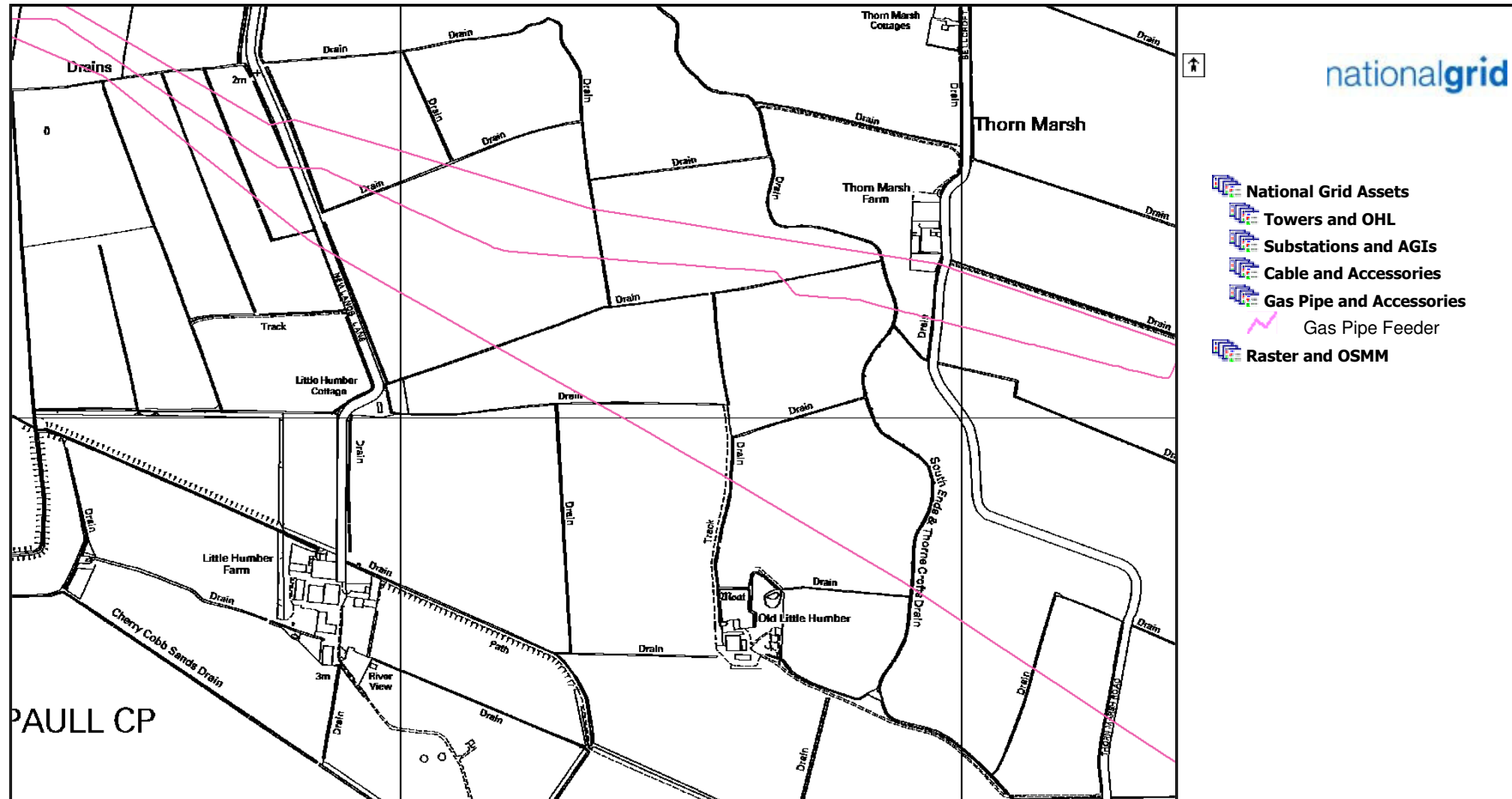
I hope the above information is useful. If you require any further information please do not hesitate to contact me.

Yours sincerely,

Vicky Stirling
Land and Development Team
(Submitted Electronically)



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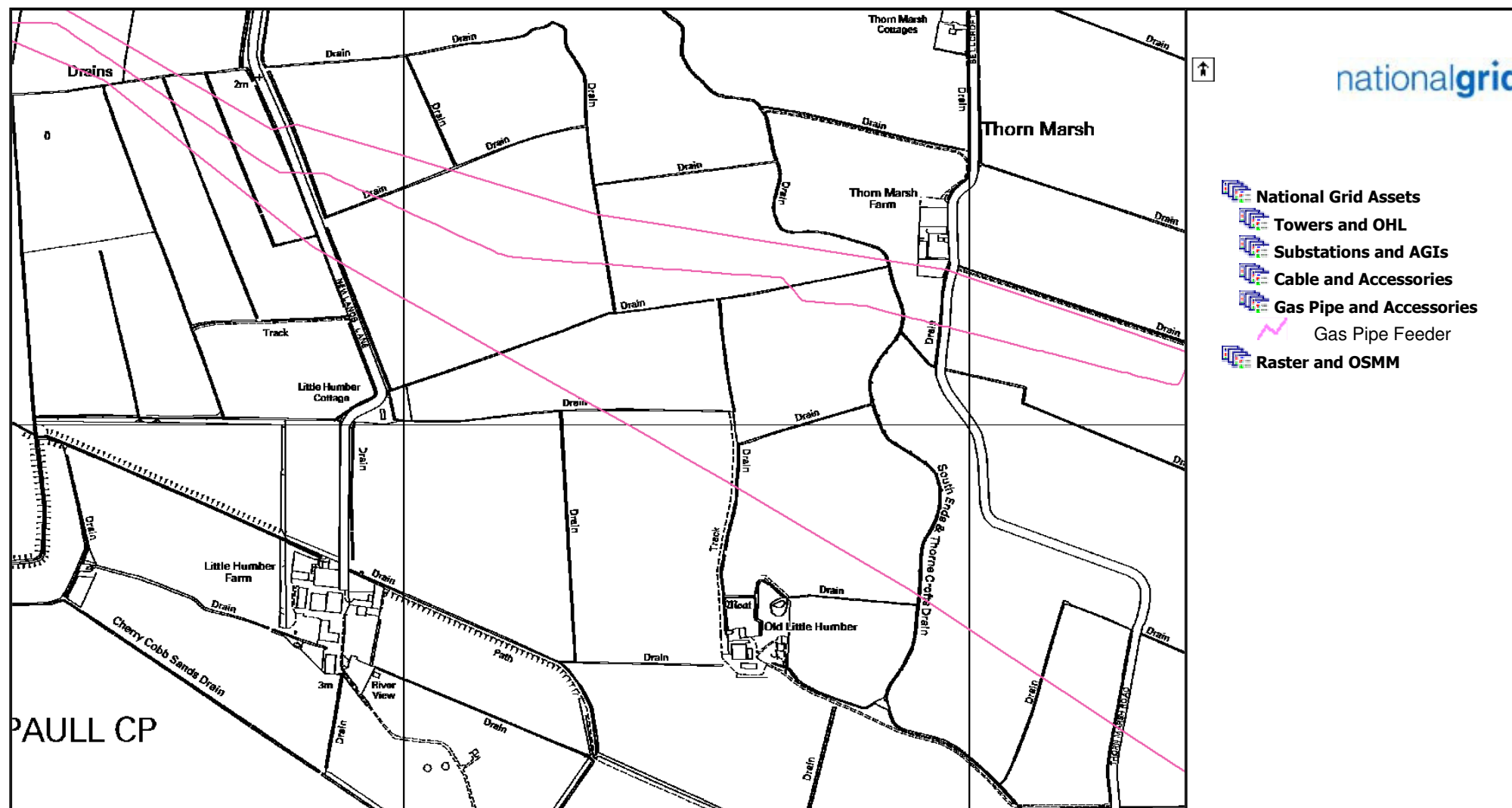
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National Grid UK Transmission. The asset position information represented on this map is the intellectual property of National Grid PLC,Warwick Technology Park,Warwick,CV346DA



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THIS DEED OF GRANT is made the Eighth day of May
One thousand nine hundred and sixty seven BETWEEN [redacted] and [redacted]
both of [redacted]
and [redacted] of [redacted] (hereinafter called "the
Grantors" which expression where the context so admits shall include their successors
in title and assigns) of the one part and the GAS COUNCIL whose Principal Office is
at Hyde Park House 4/5 Grosvenor Place London S.W.1. (hereinafter called "the Council"
which expression where the context so admits shall include their successors and
assigns) of the other part - - - - -

WHEREAS:-

- (1) By a Conveyance dated the Fourth day of April One thousand nine hundred and
thirty eight and made between [redacted] of the one part and [redacted]
(hereinafter called "the Testator") of the other part the plot of land hereinafter
described together with other property was conveyed to the Testator for an estate in
fee simple free from incumbrances - - - - -
- (2) The Testator died on the Second day of March One thousand nine hundred and
sixty two having by his Will dated the Twentieth day of August One thousand nine
hundred and forty four appointed the Grantors to be the Executors and Trustees
thereof who duly proved his said Will on the Twelfth day of April One thousand nine
hundred and sixty two in the York District Probate Registry - - - - -
- (3) The Council are a statutory corporation established under the provisions of
the Gas Acts 1948 and 1965 and are the owners of a statutory gas undertaking and
desire to lay and thereafter maintain a pipeline and ancillary apparatus in the land
hereinafter described - - - - -
- (4) The Grantors who have not given or made any previous Assent or Conveyance in
respect of the legal estate in or affecting the land referred to in the First Schedule
hereto part whereof is edged green on the plan annexed hereto (which part is
hereinafter called "the said land") and have agreed to grant to the Council the
easements rights and privileges hereinafter mentioned and the Council have agreed
to enter into the covenants hereinafter contained - - - - -

NOW THIS DEED WITNESSETH as follows:-

1. In pursuance of the said agreement and in consideration of the sum of [redacted]
[redacted] now paid by the Council to the Grantors (the receipt
whereof the Grantors hereby acknowledge) and of the Council's covenants hereinafter
contained the Grantors as Beneficial Owners and in exercise of their statutory powers
(and to the intent that the easements hereby granted shall be appurtenant to the
statutory gas undertaking of the Council) hereby grant unto the Council TO HOLD the
same unto the Council in fee simple THE easements to construct maintain use replace
remove or render unusable a main or pipe for the transmission or storage of gas or
other materials connected with the exercise and performance of the functions of the
Council and all necessary apparatus ancillary thereto (all hereinafter together called

"the said works") in upon and over a strip of the said land Forty feet in width indicated for identification purposes only by the lines marked A-B and C-D drawn on the plan annexed hereto and thereon coloured pink (hereinafter called "the said strip of land") and at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus to pass over the said strip of land for the purposes of the said works and of any works of the Council continuous therewith and to pass over the said land for the purposes of access to the said strip of land--

2. THE COUNCIL (to the intent and so as to bind the easements rights and privileges hereby granted into whosoever hands the same may come and to benefit and protect the said land and every part thereof) hereby covenants with the Grantors as follows:-

(i) In exercising the easements rights and privileges hereby granted the Council shall take all reasonable precautions to avoid obstruction or interference with the user of the said land and damage or injury thereto - -

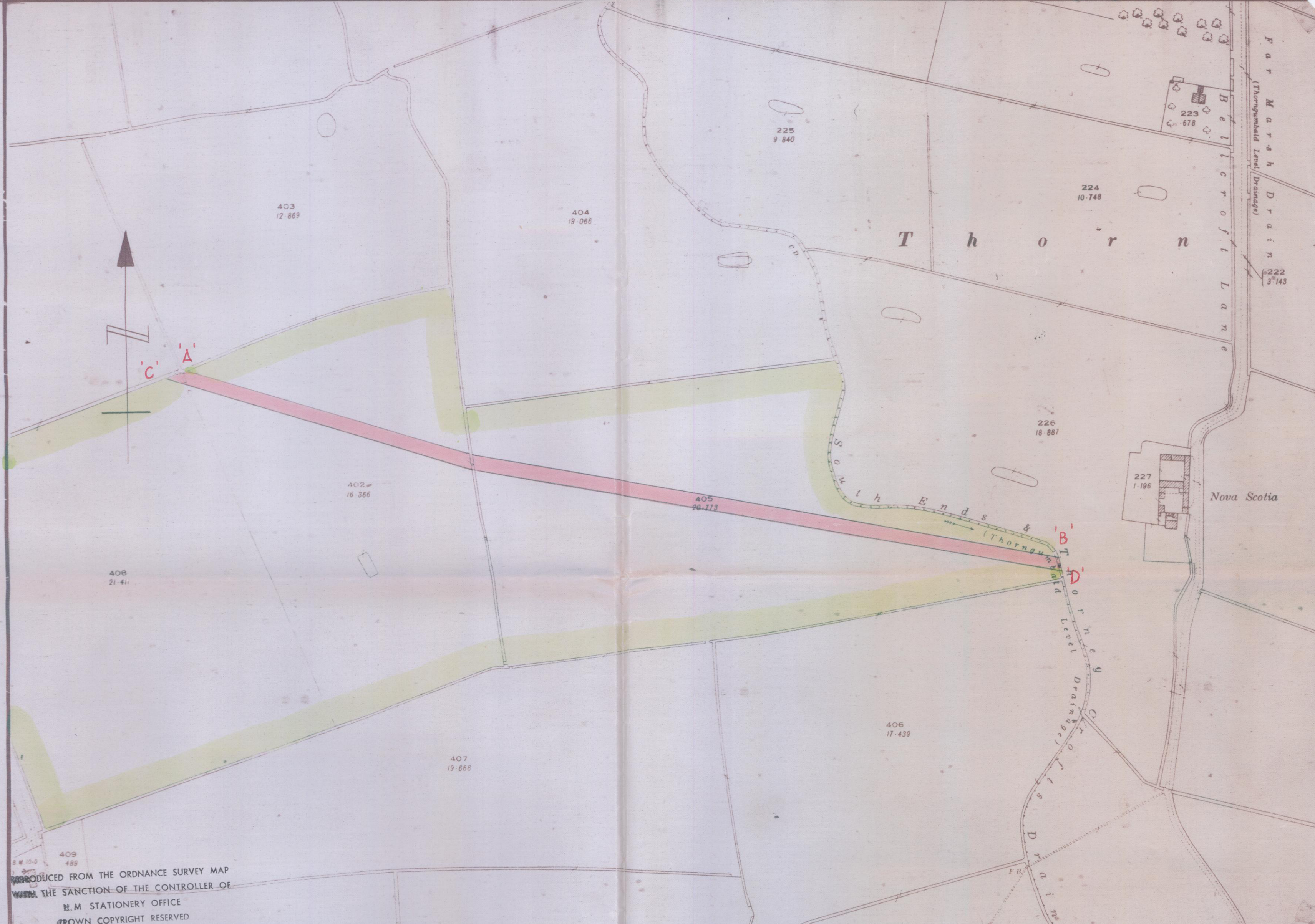
(ii) The Council shall so far as is reasonably practicable make good all damage or injury to the said land caused by the exercise by the Council of the easements rights and privileges hereby granted and shall make full compensation to the Grantors in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid - - - - -

(iii) The Council shall so far as is reasonably practicable and so long as the said works are used for or in connection with the transmission or storage of gas or other materials as aforesaid keep the said works in proper repair and condition and upon abandonment of the said works or any part thereof notification whereof shall be given to the Grantors by the Council who shall render the same safe by purging the same of gas - - - - -

(iv) The Council shall keep the Grantors indemnified against all actions claims or demands arising by reason of the exercise of the easements rights and privileges hereby granted or of any failure to keep the said works in proper repair and condition as aforesaid (except any such actions claims or demands as may be occasioned by the default or wrongful act of the Grantors their servants or agents) PROVIDED that the Grantors shall not settle or compromise any such action claim or demand as is referred to in this sub-clause without the prior consent of the Council - - - - -

(v) The Council shall pay all rates and taxes which may be imposed in respect of the said works or the easements rights and privileges hereby granted - - - - -

3. THE GRANTORS (to the intent and so as to bind the said land and every part thereof into whosoever hands the same may come and to benefit and protect the easements rights and privileges hereby granted) hereby covenant with the Council as follows:-



PRODUCED FROM THE ORDNANCE SURVEY MAP
WITH THE SANCTION OF THE CONTROLLER OF
H.M. STATIONERY OFFICE
CROWN COPYRIGHT RESERVED

NORTH EASTERN GAS BOARD.	NORTH SEA GAS MAIN PROPOSED EASEMENT ACROSS LAND OWNED BY [REDACTED]	SCALE 25.344 INCHES TO 1 MILE — 1:2500	EASEMENT NO. 6. GAS COUNCIL DR. NO.: DATE: AREA BOARD DR NO. :4101C/44-57 DATE: ORD. MAP REF NO. 241/15 REVISED.
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- (i) The Grantors shall not do or cause or permit to be done on the said land anything calculated or likely to cause damage or injury to the said works and will take all reasonable precautions to prevent such damage or injury - - - - -
- (ii) The Grantors shall not without the prior consent in writing of the Council make or cause or permit to be made any material alteration to or any deposit of any thing upon any part of the said strip of land so as to interfere with or obstruct the access thereto or to the said works by the Council or so as to lessen or in any way interfere with the support afforded to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the said works -
- (iii) The Grantors shall not erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in through upon or over the said strip of land - - - - -

PROVIDED that nothing in this Clause shall prevent the Grantors from installing any necessary services under the supervision of the Council or their agents or carrying on normal agricultural operations or acts of good husbandry including fencing hedging and ditching not causing such interference obstruction or material reduction of the depth of soil as aforesaid - - - - -

4. IF any interference with or disturbance of the functioning of any drain or drainage system in on or under their land can be shown by the Grantors to have been caused by the laying of the pipeline or any ancillary apparatus in the exercise of the easements rights and privileges hereby granted then the Council shall so far as is reasonably practicable make good any damage or injury thereby caused and shall make full compensation to the Grantors in respect thereof in so far as the same shall not have been made good as aforesaid-

5. ANY dispute arising under Clauses 2 3 and 4 hereof shall be determined in default of agreement by a single arbitrator to be agreed upon between the parties hereto or failing agreement to be appointed on the application of either party (after notice in writing to the other party) by the President of the Royal Institution of Chartered Surveyors and save as aforesaid the provisions of the Arbitration Act 1950 and of any statutory modification or re-enactment thereof for the time being in force shall apply to any such reference and determination - - - - -

6. IF at any time before the expiration of a period of Fifteen years from the First day of June One thousand nine hundred and sixty six

(a) permission is granted under Part III of the Town and Country Planning Act 1962 or any statutory modification or re-enactment thereof for the time being in force otherwise than by a development order for development which consists of or includes building or mining operations which the Grantors are prevented by the covenants of Clause 3 hereof from carrying out or it is shown that but for the said works such permission might reasonably have been expected to be granted and

(b) the said development whether in the form for which permission is granted as aforesaid or in any alternative form of equivalent value for which permission might reasonably be expected to be granted cannot reasonably be carried out elsewhere on the said land consistently with the Grantors' covenants in Clause 3 hereof and

(c) the principal amount of compensation which would have been payable in respect of a compulsory acquisition by the Council of the easements rights and privileges hereby granted in pursuance of a notice to treat served on the date hereof if such permission had previously been granted exceeds the sum set out in Clause 1 hereof (which is calculated without reference to the prospect of any such operations) then the Council will at their own expense on or before the expiration of Twelve calendar months notice in writing given by the Grantors to such effect alter and divert the line of the said works to such other position in the said land as may be mutually agreed by the parties hereto or failing agreement to such position in the said land best meeting the respective reasonable requirements of such parties as may be determined by arbitration in accordance with the provisions of Clause 5 hereof and the said works so altered and diverted shall be subject to the provisions of this Deed PROVIDED THAT on receiving from the Grantors such notice as aforesaid and such particulars in respect thereto as the Council may reasonably require the Council may in their absolute discretion elect to pay to the Grantors a sum equal to the excess referred to in sub-clause (c) of this Clause such sum to be assessed in default of agreement by a single arbitrator to be agreed upon between the parties hereto and in default of such agreement by the Lands Tribunal and the Council electing to pay such sum shall not be required to remove the said works from the position indicated on the said plan annexed hereto and PROVIDED ALSO THAT the rights granted to the Grantors by this Clause shall be exercisable once only in respect of any one part of the said works in the said land - - - - -

7. THE GRANTORS hereby acknowledge the right of the Council to production of the deeds and documents set out in the Second Schedule hereto (possession whereof is retained by the Grantors) and to delivery of copies thereof and hereby undertakes for the safe custody thereof - - - - -

8. IT is hereby certified that the transaction hereby effected does not form part of a larger transaction or series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds [redacted]
[redacted] - - - - -

IN WITNESS whereof the Grantors have hereunto set their respective hands and seals and the Council have caused their Common Seal to be hereunto affixed the day and year first before written - - - - -

THE FIRST SCHEDULE

ALL THAT plot of land situate at Paull in the East Riding of the County of York comprised in the Vesting Instrument referred to in the Second Schedule hereto and more particularly delineated on the plan annexed hereto and thereon surrounded by a green line - - - - -

THE SECOND SCHEDULE

4th April 1938.	<u>CONVEYANCE</u> of this date made between [redacted] of the one part and the Testator of the other part - - - - -
12th April 1962.	<u>PROBATE OF THE WILL</u> of the Testator of this date - - - - -

SIGNED SEALED AND DELIVERED by the said)
[REDACTED] in the presence of:-)

SIGNED SEALED AND DELIVERED by the said)
[REDACTED] in the presence of:-)

SIGNED SEALED AND DELIVERED by the said)
[REDACTED] in the presence of:-)

THE COMMON SEAL of the GAS COUNCIL was)
hereto affixed in the presence of:-)

[REDACTED]
Member.

[REDACTED]
Deputy Secretary.

216

LAND TRADING REGISTRY OF DEEDS, BEVERLEY	
REGISTERED	12 MAY 1967 at 9.15. am. in
VOLUME 1500	PAGE 234 NUMBER 216

[REDACTED]



W3738

G.R.H. KENDREW & CO.
LEADS.
14/3/1967

relating to a North Sea gas Pipeline from
Washington to Pauli in the East Riding of
the County of York.

DEED OF GRANT

THE GAS COUNCIL

to

THE PERSONAL REPRESENTATIVES OF
[REDACTED] DECEASED

DATED 8th May 1967.

Dated 1st April 1985



- to -

BRITISH GAS CORPORATION

GRANT OF EASEMENT

relating to a 36" main in land at
Paull in the County of Humberside.

A C Jackson
Solicitor
LEEDS LS2 7PE

THIS DEED OF GRANT is made the *first* day of *April*
One thousand nine hundred and eighty-five BETWEEN [REDACTED] of Old

[REDACTED]
[REDACTED] and [REDACTED]
[REDACTED]

(hereinafter called "the Grantor" which expression where the context so admits shall include his successors in title and assigns) of the one part and the BRITISH GAS CORPORATION (hereinafter called "the Corporation" which expression where the context so admits shall include their successors and assigns) of the other part

WHEREAS (1) the Grantor is seised in unencumbered fee simple in possession of the land referred to in the First Schedule hereto (hereinafter called "the said land") upon trust to sell the same

(2) the Corporation are a statutory Corporation established under the provisions of the Gas Act 1948 and the Gas Act 1972 and are the owners of a statutory gas undertaking and desire to lay and thereafter maintain a pipeline and ancillary apparatus in the said land

(3) the Grantor has agreed to grant to the Corporation the easements hereinafter mentioned and the Corporation have agreed to enter into the covenants hereinafter contained

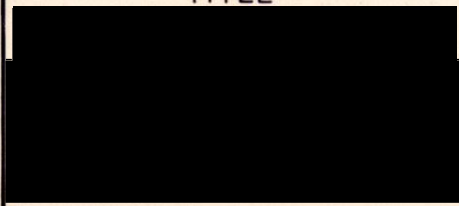
NOW THIS DEED WITNESSETH as follows:-

1. IN pursuance of the said agreement and in consideration of the sum of [REDACTED] now paid by the Corporation to the Grantor (the receipt whereof the Grantor hereby acknowledges) and of the Corporation's covenants hereinafter contained the Grantor as Trustee (and to the intent that the easements hereby granted shall be



BRITISH GAS

TITLE

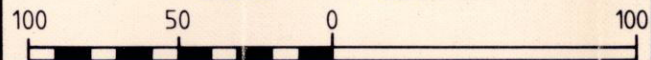


O.S. MAP REF.

EAS-P-12

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Office.

Scale - 1:2500



Wayleave Ref. No. 20

Sht 1 of 2

Latest Revision Date 11.7.84

appurtenant to the statutory gas undertaking of the Corporation) hereby grants unto the Corporation THE easements to lay construct inspect maintain protect use replace remove or render unusable a main or pipe for the transmission or storage of gas or other materials connected with the exercise and performance of the functions of the Corporation and all necessary apparatus ancillary thereto (all hereinafter together called "the said works") in upon and over three strips of the said land eighty feet in width the centre lines of which are indicated for identification purposes only by the red lines drawn on the plans annexed hereto (hereinafter called "the said strip of land") and to pass over the said strip of land for the purposes of the said works and of any works of the Corporation contiguous therewith and over the said land for the purpose of access to the said strip of land at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus TO HOLD the same unto the Corporation in fee simple

2. THE Corporation (to the intent and so as to bind the easements hereby granted into whosoever hands the same may come and to benefit and protect the said land and every part thereof) hereby covenant with the Grantor as follows:-

- (i) In exercising the easements hereby granted the Corporation shall take all reasonable precautions to avoid obstruction to or interference with the user of the said land and damage and injury thereto
- (ii) The Corporation shall so far as is reasonably practicable make good all damage or injury to the said land caused by the exercise by the Corporation of the easements hereby granted and shall make full compensation to the Grantor in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid

- (iii) The Corporation shall so far as is reasonably practicable and so long as the said works are used for or in connection with the transmission or storage of gas or other materials as aforesaid keep the said works in proper repair and condition and upon abandonment of the said works or any part thereof (notification whereof shall be given to the Grantor by the Corporation) shall render the same permanently safe
- (iv) The Corporation shall keep the Grantor indemnified against all actions claims or demands arising by reason of the exercise of the easements hereby granted or of any failure to keep the said works in proper repair and condition as aforesaid (except any such actions claims or demands as may be occasioned by the default or wrongful act of the Grantor his servants or agents)
- (v) The Corporation shall indemnify and keep indemnified the Grantor against all loss damage claims demands costs and expenses which may arise or be incurred by virtue of any damage or destruction of the main or pipe aforesaid or any apparatus or equipment attached thereto or used in connection therewith or any escape of any gas or other material whatsoever from the said main or pipe or any such apparatus or equipment as aforesaid where such damage destruction or escape is caused by the acts or omissions of any person other than the Grantor his servants or agents
- (vi) The Corporation shall pay all rates and taxes which may be imposed in respect of the said works or the easements hereby granted
- (vii) If any interference with or disturbance of the

functioning of any drain or drainage system in or under his land can be shown by the Grantor to have been caused by the laying of any main or pipe in the exercise of the easements hereby granted then the Corporation shall so far as is reasonably practicable make good any damage or injury thereby caused and shall make full compensation to the Grantor in respect thereof in so far as the same shall not have been made good as aforesaid

PROVIDED that the Grantor shall not settle or compromise any such action claim or demand as is referred to in sub-clauses (iv) and (v) of this Clause without the prior consent of the Corporation

3. THE Grantor (to the intent and so as to bind the said land and land of the Grantor adjoining thereto and every part thereof into whosoever hands the same may come and to benefit and protect the easements hereby granted) hereby covenants with the Corporation as follows:-

- (i) The Grantor shall not do or cause or permit to be done on the said land or land of the Grantor adjoining thereto anything calculated or likely to cause damage or injury to the said works and will take all reasonable precautions to prevent such damage or injury
- (ii) The Grantor shall not without the prior consent in writing of the Corporation make or cause or permit to be made any material alteration to or any deposit of any thing upon any part of the said strip of land so as to interfere with or obstruct the access thereto or to the said works by the Corporation or so as to lessen or in any way interfere with the support afforded to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the said

works

- (iii) The Grantor shall not erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in through upon or over the said strip of land

PROVIDED that nothing in this Clause shall prevent the Grantor from installing any necessary service pipes drains wires or cables under the supervision and with the consent (which shall not be unreasonably withheld) of the Corporation or their agents or carrying on normal agricultural operations or acts of good husbandry including fencing hedging and ditching not causing such interference obstruction or material reduction or increase of the depth of soil as aforesaid

4. ANY dispute arising under Clauses 2 and 3 hereof shall be determined in default of agreement by a single arbitrator to be agreed upon between the parties hereto or failing agreement to be appointed on the application of either party (after notice in writing to the other party) by the President of the Royal Institution of Chartered Surveyors and save as aforesaid the provisions of the Arbitration Act 1950 and of any statutory modification or re-enactment thereof for the time being in force shall apply to any such reference and determination

5. (i) IF at any time

- (a) permission is granted under Part III of the Town and Country Planning Act 1971 or any statutory modification or re-enactment thereof for the time being in force (otherwise than by a development order) for development which consists of or includes building operations which the Grantor is prevented by the covenants of Clause 3 hereof from carrying out or it is shown that but for the said works such

permission might reasonably have been expected to be granted, and

(b) the said development whether in the form for which permission is granted as aforesaid or in any alternative form of equivalent value for which permission might reasonably be expected to be granted cannot reasonably be carried out elsewhere on the said land consistently with the Grantor's covenants in Clause 3 hereof, and

(c) the principal amount of compensation which would have been payable in respect of a compulsory acquisition by the Corporation of the easements hereby granted in pursuance of a notice to treat served on the date hereof if such permission had previously been granted exceeds the sum set out in Clause 1 hereof (which is calculated without reference to the prospect of any such operations)

then subject to the provisions of this Clause the Corporation will pay to the Grantor a sum equal to the excess

(ii) If the Grantor claims to be entitled to a payment under the last foregoing sub-clause hereof he shall give notice in writing to the Corporation of such claim and shall furnish all such particulars in relation thereto as the Corporation may reasonably require

(iii) There shall be deducted from any sum which would otherwise be payable under this Clause an amount equal to any sum previously so paid in respect of the same land

(iv) Any dispute arising out of the provisions of this Clause shall be referred to a single arbitrator to be agreed

upon between the parties in dispute and in default of such agreement to the Lands Tribunal

6. (i) THE provisions of Clauses 2 and 3 hereof shall have effect subject to this Clause
- (ii) Subject to the provisions of this Clause the provisions (in this Clause called "the said provisions") substituted by Part II of and the First Second and Third Schedules to the Mines (Working Facilities and Support) Act 1923 for Sections 78 to 85 of the Railways Clauses Consolidation Act 1845 shall be deemed to be incorporated herein
- (iii) The said provisions shall be construed as if reference to the Mine Owner were reference to the Grantor; references to the Company were references to the Corporation; references to any railway or works of the Company were references to the works defined in Clause 1 hereof and references to rail level were references to top of pipeline level
- (iv) Any arbitration under the said provisions shall be by a single arbitrator to be agreed upon between the parties in dispute and in default of agreement by the Lands Tribunal and Section 85D(3) of the said provisions shall be of no effect

7. ALL communications relative to this Deed shall be addressed to the Grantor at the address given above and to the Corporation at Rivermill House 152 Grosvenor Road London SW1V 3JL

8. THE Grantor hereby acknowledges the right of the Corporation to production of the deeds and documents set out in the Second Schedule hereto (possession whereof is retained by the Grantor) and to delivery of copies thereof and hereby undertakes for the safe custody thereof

9. IN this Deed words importing the masculine gender only include the feminine gender words importing persons include companies and corporations words importing the singular number only include the plural number and where there are two or more persons included in the expression "the Grantor" covenants expressed to be made by the Grantor shall be deemed to be made jointly and severally by such persons

10. IT is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Thirty Thousand Pounds

I N W I T N E S S whereof the Grantor has hereunto set his hand and seal and the Corporation have caused their Common Seal to be hereto affixed the day and year first before written

THE FIRST SCHEDULE

ALL THOSE fields or closes of land forming part of [REDACTED]
[REDACTED] in the County of Humberside being fields
numbers 1949 3546 0025 3008 4300 and 7700 on the Ordnance Survey map
for the district and shown for the purpose of identificaton only on
the two plans hereto annexed

THE SECOND SCHEDULE

4 APRIL 1938	CONVEYANCE	[REDACTED] (1) and [REDACTED] (2)
29 SEPTEMBER 1982	ASSENT	[REDACTED] and [REDACTED] [REDACTED] (1) and THE GRANTOR (2)

SIGNED SEALED and DELIVERED)
by the said [REDACTED] and)
[REDACTED] in the)
present of :-)

x DAS

Witness signature

Address

Occupation *Housewife*

SIGNED SEALED and DELIVERED)
by the said [REDACTED])
[REDACTED] in the presence of:-)

x WMW

WMW

Witness signature

Address

Occupation *Housewife*

THE COMMON SEAL of the BRITISH)
GAS CORPORATION was hereunto)
affixed in the presence of:-)

ASSISTANT SECRETARY

BG 2538

LAND REGISTRY
LAND REGISTRATION ACTS 1925 – 2002

ADMINISTRATIVE AREA: East Riding of Yorkshire

PROPERTY: Land at [REDACTED]

DEED OF GRANT dated

5th October 2009

PARTIES:-

(1) "the Grantor" [REDACTED] and [REDACTED] of Old
[REDACTED]

(2) "the Grantee" NATIONAL GRID GAS PLC whose registered office is at 1-3 Strand
London WC2N 5EH (Company Registration Number 2006000)

(3) "the Lessee" N/A

(4) "the Mortgagee" N/A

1. PARTICULARS

1.1 "Date of Entry" The date upon which the Grantee first enters the Grantor's Land for
the purpose of exercising the Rights

1.2 "Consent" the consent to the laying of the Pipeline given by the Grantor on 8th August
2007 and countersigned on behalf of the Grantee

1.3 "Grantor's Land" the land at [REDACTED]
of which the Grantor is seised in fee simple in possession by virtue of the documents
referred to in Schedule 6

1.4 **"Lease"** N/A

1.5 **"Legal Charge"** N/A

1.6 **"Payment"**

1.7 **"the Pipeline"** Easington to Paull 1220mm gas main shown for identification purposes only by the red line on the Plan

1.8 **"Quality of Title"** full title guarantee

1.9 **"Rights Strip"** the strip or strips of land 24.4 metres in width centred on the Pipeline

2. **DEFINITIONS AND INTERPRETATIONS**

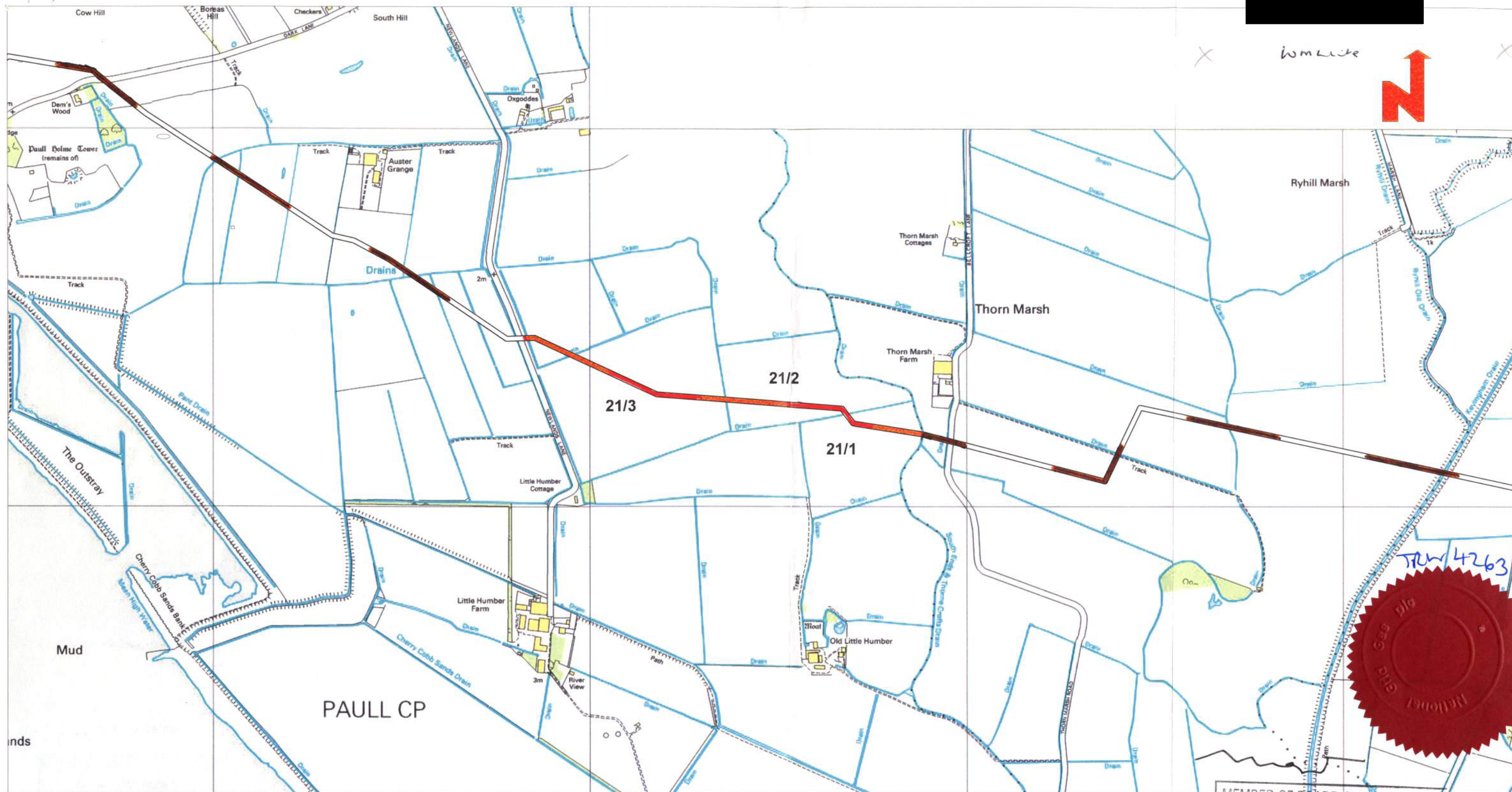
In this deed:-

2.1 Definitions

2.1.1 **"Apparatus"** means the Pipeline and (if any) all necessary ancillary apparatus referred to in Schedule 4

2.1.2 **"Contamination"** means the presence of hazardous materials in on or emanating from the Grantor's Land which may cause harm to the Environment (but excluding any substance caused to be present by normal agricultural operations or acts of good husbandry)

2.1.3 **"Environment"** means air water land buildings flora fauna and humans



<div>Reproduced from Ordnance Survey Data with the permission of the Controller H.M.Stationery Office.</div> <div>Crown Copyright Reserved.</div>	<div>Owner</div> <div></div>	<div>Occupier</div> <div></div>	<div>EASINGTON to PAULL 1220mm PIPELINE</div> <div><div>Pipeline Length</div><div>21/1 = 213 metres 21/2 = 333 metres 21/3 = 433 metres</div></div>	<div><div>Drawing No</div><div>H159/E/O/21.01</div><div>Rev</div><div>B</div></div> <div><div><div>Date</div><div>02/02/2009</div><div>Scale</div><div>1:10,000</div></div><div><div>nationalgrid</div></div></div>
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- 2.1.4 **"Environmental Law"** means all laws treaties codes of practice and guidance notes having legally binding effect from time to time in force which have as a purpose or effect the protection of the Environment and/or the provision of remedies in respect of harm to the Environment
- 2.1.5 **"Gas"** means gas that the Grantee is licensed to convey and includes such materials as are necessary to ensure the safety and integrity of the Gas and the Apparatus
- 2.1.6 **"Grantor Covenants"** means the covenants set out in Schedule 2
- 2.1.7 **"Grantee Covenants"** means the covenants set out in Schedule 1
- 2.1.8 **"the Grantor" and "the Grantee"** shall unless otherwise required by the context include their respective employees servants agents invitees contractors and sub-contractors
- 2.1.9 **"Letter of Undertaking"** means the undertaking in respect of pipeline works issued with the Consent being the standard practice for the care and maintenance of pipelines in agricultural land
- 2.1.10 **"Losses"** means actions claims demands damages losses and reasonably incurred costs and expenses
- 2.1.11 **"Plan"** means the plan or plans annexed to this deed
- 2.1.12 **"Rights"** means the rights granted by sub-clauses 4.1.1 to 4.1.5 inclusive of this deed
- 2.1.13 **"Storage"** means storage of gas in accordance with the Grantee's licence to operate as a Gas transporter

2.2 Interpretation

- 2.2.1 for all purposes of this deed the terms defined in Clause 1 (Particulars) and Clause 2 (Definitions and Interpretation) have the meanings specified
- 2.2.2 words importing one gender include all other genders and words importing the singular include the plural and vice versa
- 2.2.3 references to persons shall be deemed to include references to natural persons, firms, partnerships, companies, corporations, associations, foundations and trusts (in each case whether or not having separate legal personality)
- 2.2.4 where the Grantor (and if applicable the Lessee or the Mortgagee) consists of more than one person any obligation of or to that party is of or to those persons separately altogether or in any combination
- 2.2.5 the Grantor shall include successors in title to the Grantor's Land and each and every part of it and the Grantee shall include successors in title to the Rights and the Lessee and the Mortgagee shall include successors in title
- 2.2.6 the headings and clause references are included for convenience only and shall not be taken into account in the construction of this deed
- 2.2.7 any reference to a specific statute includes any statutory extension or modification amendments or re-enactment of such statute and any by-laws statutory instruments regulations or orders made under such statute and any general reference to "statute" or "statutes" include any by-laws statutory instruments regulations or orders made under such statute or statutes
- 2.2.8 any reference in this deed to a party shall mean either the Grantor the Grantee the Lessee if applicable or the Mortgagee if applicable and any such reference to parties shall (as the case may be) mean all or any of them

3. INTRODUCTION

3.1 Grantee's wish to lay pipelines

The Grantee, a licensed gas transporter within the meaning of section 7 of the Gas Act 1986 ("the 1986 Act") (as amended) owns a gas transmission and distribution network and wishes to lay and maintain the Apparatus in the Grantor's Land

3.2 Use of Pipeline by Other Persons

The Grantee is required by the 1986 Act to transmit Gas on behalf of others

3.3 Grantor's Land Encumbered

If applicable the Grantor's Land or part of it is subject to the Lease and/or the Legal Charge

3.4 Agreement to Grant Rights

The Grantor has agreed to grant to the Grantee the Rights and if parties to this deed the Lessee and the Mortgagee have agreed to consent to it and the Grantee has agreed to pay the Payment and to give the Grantee Covenants

4. GRANT OF RIGHTS

- 4.1 As agreed the Grantor (acknowledging safe receipt from the Grantee of the Payment) grants to the Grantee with the Quality of Title (so that the Rights shall be appurtenant to the Grantee's undertaking and each and every part of it) the Rights:-

4.1.1 to lay construct inspect maintain protect replace remove or render unusable the Apparatus in upon and over the Rights Strip; and

4.1.2 to use the Apparatus for the transmission of Gas and its Storage; and

4.1.3 to pass over the Rights Strip for the purposes of this clause and for the same purposes for works of the Grantee on any adjoining Rights Strip; and

4.1.4 to pass over so much of the Grantor's Land as is reasonably required for access to the Rights Strip at all reasonable times and in an emergency at any time whether or not with workmen vehicles machinery and apparatus

4.1.5 to enter the Rights Strip in its absolute discretion to remove trees and bushes growing in the Rights Strip

Provided that in exercising rights of access the Grantee shall give as much notice as is reasonably practicable to the Grantor and, if applicable the Lessee (save in the case of emergency when no such notice need be given) and where requested by the Grantor (and the Lessee if applicable) the preferred route of access will be shown on the Plan

4.2 If they are parties to this deed the Lessee and/or the Mortgagee consents to the grant of Rights and the Mortgagee confirms the Payment to the Grantor

5. COVENANTS BY GRANTEE

The Grantee covenants with the Grantor (and, if applicable, separately with the Lessee) to be bound by the Grantee Covenants provided that:-

5.1 they are given to bind the Rights whoever lawfully enjoys them and to benefit and protect the Grantor's Land and each and every part of it; and

5.2 the Grantee or its successor who transfers all the Rights to a licensed operator in accordance with Clause 9 of Schedule 1 shall not be liable for any breach of the Grantee Covenants save that such person shall remain liable;

5.2.1 until the direct covenant referred to in Clause 9 of Schedule 1 is properly given;
and

5.2.2 for any breach of the Grantee Covenants prior to the said transfer

6. COVENANTS BY THE GRANTOR AND IF APPLICABLE THE LESSEE AND MORTGAGEE

The Grantor covenants and where the Lessee and/or Mortgagee is party to this Deed the Lessee and the Mortgagee covenant with the Grantee to observe and perform the Grantor Covenants provided that:-

6.1 the Grantor Covenants are given to bind the Grantor's Land and every part of it and to benefit and protect the Rights; and

6.2 a person ("the transferor") who transfers the whole of his interest in the Grantor's Land or a part of it shall not from the date of the said transfer be liable for breach of any of the Grantor Covenants save that the transferor shall remain liable for breaches of any of the Grantor Covenants which occur prior to the date of the said transfer or (in the case of a transfer of part only of the Grantor's Land) relate to that part retained by the transferor following any such transfer; and

6.3 the Lessee's covenants are limited to the duration of the Lease and the extent of the land comprised in the Lease

6.4 the Mortgagee shall be liable only when it is the mortgagee in possession

7. DISPUTE RESOLUTION

7.1 If any dispute or difference arises out of or in connection with this Deed the parties shall use their best efforts to negotiate in good faith and settle amicably

7.2 Where negotiations referred to in 7.1 fail the following provisions apply

In the case of disputes relating to:-

7.2.1 land claims (including crop loss claims but excluding claims in respect of remedial works to drainage) they shall be referred to an expert appointed jointly by the parties (who in default of agreement shall be appointed by the President of the Royal Institution of Chartered Surveyors ("RICS") or Central Association of Agricultural Valuers ("CAAV")). The decision of the joint expert shall be final (except in the case of manifest error) and each party is to bear its own costs with the costs of the joint expert being paid for by the Grantee

7.2.2 remedial drainage works, they shall be referred to an expert appointed jointly by the parties (who in default of agreement shall be appointed by the Institute of Civil Engineers and who shall be a civil engineer with nationally recognised competence and continual experience of at least ten years in the disputed area). Each party is to bear its own costs with the costs of the joint expert being paid for by the Grantee

7.2.3 planning then:-

7.2.3.1 in respect of disputes relating to valuation, the parties shall refer the dispute to the Lands Tribunal; and

7.2.3.2 in respect of diversion routes the dispute is to be determined by an expert appointed jointly by the parties (who in default of agreement shall be

appointed by the Institute of Gas Engineering and Management and who shall be an appropriate expert with nationally recognised competence and continual experience of at least ten years in the disputed area). In determining the route of the Apparatus he shall consider how best to minimise interference with the use and enjoyment of the said development or any further development shown on a plan at the time of the said development and for which planning permission may be or has been granted and provided that the entry and exit points of the Rights Strip to and from the Grantor's Land shall not without the written consent of the Grantee (such consent not to be unreasonably withheld or delayed) be varied; and

7.2.3.3 any other dispute is to be determined by a practising barrister appointed jointly by the parties (who in default of agreement shall be appointed by the Chairman of the Bar Council and who shall be a specialist in the appropriate field of planning with continual experience of at least ten years in respect of the disputed area) and whose decision will be binding upon the parties except in the case of manifest error

7.2.4 mining then:-

7.2.4.1 in respect of disputes relating to quantity quality and valuation of minerals the parties shall refer the dispute to the Lands Tribunal; and

7.2.4.2 any other dispute relating to mining is to be determined by an expert appointed jointly by the parties (whose appointment in default of agreement shall be made by the President of the RICS and who shall be a suitably qualified mining expert with recognized competence and continual expertise of at least ten years in the disputed area)

7.2.5 breach of contract or any other dispute not covered by the previous sub-clauses is to be determined by an appropriate expert appointed jointly by the parties (who in default of agreement and in the case of all technical matters shall be appointed by the President of the RICS and in respect of matters involving the construction of this deed by the President of the Law Society. Such person shall have suitable knowledge and experience in the disputed area and shall have done so for at least ten years continuously prior to the date of the appointment)

7.2.6 if the parties fail to agree the person who is to determine any dispute referred to in sub-clauses 7.2.1, 7.2.2, 7.2.3.2, 7.2.3.3, 7.2.4.2 and 7.2.5 then either party no earlier than twenty eight days from the commencement of the negotiations relating to the appointment may apply to the person or body referred to in those sub-clauses for an appointment to be made

7.2.7 each party is to bear its own costs in relation to any dispute referred to in sub-clauses 7.2.3.2, 7.2.3.3, 7.2.4.2 and 7.2.5 with the costs of the joint expert being in the award of the joint expert

7.2.8 the parties agree that every determination referred to in this clause 7 (save for those referred to at clauses 7.2.1 and 7.2.3.3) shall at the election of either party be capable of being appealed to a Court with appropriate jurisdiction

8. COMPENSATION IN RESPECT OF RESTRICTIONS ON CERTAIN DEVELOPMENT

8.1 The Grantor the Grantee and if parties to this deed the Lessee and Mortgagee agree to be bound by the provisions set out in Schedule 3 relating to compensation where the Grantor is prevented from developing the Grantor's Land (or any part or parts of the Grantor's Land) by reason of the Rights

9. INCORPORATION OF THE MINING CODES

- 9.1 The provisions of Clauses 5 (Covenants by the Grantee) and 6 (Covenants by the Grantor and if applicable the Lessee and Mortgagee) shall have effect subject to this Clause
- 9.2 Subject to the provisions of this Clause the provisions (in this Clause called "the said provisions") substituted by Part II of and the First Second and Third Schedules to the Mines (Working Facilities and Support) Act 1923 for Sections 78 to 85 of the Railways Clauses Consolidation Act 1845 shall be deemed to be incorporated herein
- 9.3 The said provisions shall be construed as if references to the "Mine Owner" were references to the Grantor references to "the Company" were references to the Grantee references to any railway or works of the Company were references to the Apparatus and references to rail level were references to top of Apparatus level
- 9.4 The parties agree as follows:
- 9.4.1 That the statutory period of notice required before minerals may be worked under the Rights Strip set out in substituted Section 78(1) of the Railways Clauses Consolidation Act 1845 contained within Part II of the Mines (Working Facilities and Support) Act 1923 of thirty days shall be deleted and replaced with 180 days and the parties further agree that the Grantor may not work any minerals unless and until the Grantee has served the counter-notice on the Grantor confirming that the mineral can be worked provided that in any case the Grantee shall serve such counter notice as soon as is reasonably practicable
- 9.4.2 That the Grantee shall not be liable to pay any compensation to the Grantor (or any other party) until the Grantee has been provided with reasonable evidence of the Grantor's title to the relevant mineral
- 9.4.3 That the Grantee may request from the Grantor whatever evidence is reasonably required by the Grantee to establish the amount of compensation (if any) payable

to the Grantor and in relation to any other issues that arise under this clause 9. The Grantor and Grantee further agree that in default of the Grantor providing such evidence the Grantee shall not be liable to calculate and/or pay over any compensation to the Grantor (or any other party)

10. ENVIRONMENTAL PROVISIONS

The Grantor the Grantee and if parties to this deed the Lessee and the Mortgagee agree to the environmental provisions set out in Schedule 5

11. INTEREST PAYMENTS

11.1 Save where otherwise agreed between the parties the date from which interest accrues on a payment owing under this deed shall be:

11.1.1 as to the Payment the Date of Entry

11.1.2 as to claims for crop loss or other disturbance arising from this deed 28 days from the agreement (or determination) as to the amount of compensation

11.1.3 as to all other payments the date of the loss or the due date of the payment whichever is the earlier

11.2 Interest shall accrue on unpaid sums at a rate equal to rates set by the London Inter-Bank overnight lending rate as the same may vary over time and shall accrue from the relevant date when interest starts to accrue as specified in sub-clause 11.1 above until the unpaid sum or sums have been paid

11.3 The payment of interest by a party pursuant to this Clause shall not constitute in any way a waiver of nor in any other way prejudice any other remedies available to the non-defaulting party

12. SERVICE OF NOTICES

- 12.1 All communications relative to this deed shall be addressed to the parties at their respective addresses given above or subsequently notified

13. ACKNOWLEDGEMENT FOR PRODUCTION

- 13.1 Where the Grantor's Land is not registered at the Land Registry the Grantor acknowledges the right of the Grantee to production of the deeds and documents set out in Schedule 6 (possession of which is retained by the Grantor) and to delivery of copies and undertakes for their safe custody. Where the Grantor does not have possession of the said deeds and documents the Grantor covenants with the Grantee that as and when the said deeds and documents shall come into his possession he will when requested and at the Grantee's cost execute a statutory acknowledgement for the production of and undertaking for the safe custody of such deeds and documents. In the meantime and until the execution of such undertaking the Grantor will use reasonable endeavours to ensure that any person having for the time being possession of the said deeds and documents will keep them safe whole un-cancelled and un-defaced unless prevented from so doing by fire or other inevitable accident

- 13.2 Where the Mortgagee is a party to this deed, the Mortgagee acknowledges the right of the Grantee to production of the said deeds and documents and to delivery of them

14. EXCLUSION OF THIRD PARTIES RIGHTS

- 14.1 Save as to the extent expressly provided for successors to the parties, no person not a party to this deed shall have the right to enforce any provision of this deed and the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this deed.

IN WITNESS whereof this Deed of Grant has been executed by the parties but not delivered until the date first above written

SCHEDULE 1

(Grantee Covenants)

1. In exercising the Rights the Grantee will take all reasonable precautions to avoid obstruction to or interference with the use of the Grantor's Land and any fixtures fittings and personal possessions thereon and damage and injury to it or them
2. The Grantee where and when it reasonably can must make good all damage or injury to the Grantor's Land and any fixtures fittings and personal possessions thereon caused by its exercise of the Rights and where this has not happened in accordance with the claims procedure as set out in the Letter of Undertaking it shall fully compensate the Grantor and/or if applicable the Lessee for its failure so to make good
3. The Grantee where it reasonably can and while the Apparatus remains operational will keep it in proper repair and condition. If it abandons the Apparatus or any part of it, it must notify the Grantor and ensure the Apparatus is made permanently safe. Until it is made safe the Grantee must keep it in proper repair and condition
4. The Grantee will if reasonably required by the Grantor on abandoning the Apparatus at its own cost remove such parts of it as lie above or at ground level so as to remove any interference with agricultural operations and make good the Grantor's Land to the reasonable satisfaction of the Grantor
5. The Grantee will indemnify on a continuing basis the Grantor and if applicable the Lessee:
 - 5.1 against all Losses arising from the exercise by the Grantee of the Rights or any performance or failure to comply with the obligations of the Grantee in this deed whenever arising unless such Losses arise as a result of the default or wrongful act

of the Grantor and if applicable the Lessee (or their employees agents workmen contractors licensees or invitees); and

5.2 against all Losses which may arise or be incurred by virtue of any damage or destruction of the Apparatus or any escape of any gas or other material whatsoever from the Apparatus where such damage destruction or escape is caused by the acts or omissions of any person other than the Grantor or if applicable in the case of the Lessee other than the Lessee (or their employees agents workmen contractors licensees or invitees)

PROVIDED that the Grantor or if applicable the Lessee as the case may be shall not settle or compromise any action claim or demand the subject of any indemnified Losses without the prior consent of the Grantee (such consent not to be unreasonably withheld or delayed)

6. The Grantee shall pay all rates and taxes and other impositions which may be imposed in respect of the Rights
7. Where the Grantor or if applicable the Lessee can reasonably demonstrate that the Grantee in exercising the Rights interfered with or disturbed the functioning of any drain or drainage system in the Grantor's Land the Grantee where it reasonably can must make good any damage or injury so caused and where this does not happen must fully compensate the Grantor or if applicable the Lessee as the case may be
8. Where and to the extent reasonably practical the Grantee will use its best endeavours to provide the necessary information to the local planning authority and the Grantor concerning the integrity of the Apparatus and how best it can be accommodated in any proposed development in connection with the Grantor's Land
9. The Grantee will not transfer the benefit of this deed unless the transferee is a gas transporter holding a licence issued under Section 7 of the 1986 Act or owns the

Apparatus and will operate it through such a person and who (in either case) first covenants on behalf of itself and its successors in title directly with the Grantor and if applicable the Lessee to comply with the obligations of the Grantee in this deed

10. The Grantee in exercising the Rights and performing the Grantee Covenants will procure that the Apparatus will at all times comply with all applicable laws rules regulations and Environmental Law subsisting from time to time including (without limitation and for the avoidance of doubt) by obtaining and retaining in full force and effect and complying with all necessary permits licences approvals consents and authorisations
11. The Grantee will at all times comply with its obligations set out in the Letter of Undertaking
12. The Grantee will at all times comply with all applicable statutes

SCHEDULE 2

(Covenants given by the Grantor and if applicable the Lessee and the Mortgagee)

1. The Grantor will not knowingly do or cause or permit to be done on the Grantor's Land or any land of the Grantor adjoining it anything calculated or likely to cause damage or injury to the Apparatus and will take all reasonable precautions to prevent such damage or injury
2. The Grantor will not without the prior consent in writing of the Grantee (such consent not to be unreasonably withheld or delayed) make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the Rights Strip so as to interfere with or obstruct the access to it or to the Apparatus by the Grantee or so as to lessen or in any way interfere with the support afforded to the Apparatus by the surrounding soil including minerals or so as materially to reduce the depth of soil above the Apparatus

3. The Grantor will not without the previous consent in writing of the Grantee (such consent not to be unreasonably withheld or delayed) erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in through upon or over the Rights Strip
4. The Grantor will not without the previous consent in writing of the Grantee (such consent not to be unreasonably withheld or delayed) plant or grow trees or bushes in the Rights Strip
5. The Grantor will comply with all of his obligations in this deed

PROVIDED that nothing in this Schedule 2 shall apply to Contamination nor prevent the Grantor from installing or maintaining any necessary service pipes drains wires or cables under the supervision and with the written consent (which shall not be unreasonably withheld or delayed) of the Grantee or its agents or carrying on normal agricultural operations or acts of good husbandry including fencing hedging and ditching which does not cause such interference obstruction or material reduction of the depth of soil as referred to in Clause 2 of this Schedule

SCHEDULE 3

(Compensation in respect of restrictions on certain development)

1. The parties acting in good faith and using all reasonable endeavours and expeditiously shall seek to agree how best to accommodate any development proposed by the Grantor on the Grantor's Land and adjacent land owned by him. Accordingly if at any time:-
 - 1.1 permission (otherwise than by a development order) is granted under Part III of the Town and Country Planning Act 1990 for development which consists of or includes building operations which the Grantor is prevented from carrying out by the Grantor Covenants or the existence of the Rights or the Grantor can

demonstrate that but for the Apparatus such permission might reasonably have been expected to be granted; and

1.2 (where a permission is granted) the Grantor cannot reasonably implement the said permission or a variation of such permission of equivalent value, which might reasonably be expected to be granted on another part of the Grantor's Land because of the Grantor's Covenants or the existence of the Rights; and

1.3 the principal amount of compensation which would have been payable in respect of a compulsory acquisition by the Grantee of the Rights following a notice to treat served on the date of the grant of the said permission or on the date on which planning permission might reasonably have been expected to be granted (as the case may be) exceeds the Payment (which has been calculated without reference to the prospect of any such operations)

then subject to the provisions of this Schedule the Grantee will pay to the Grantor a sum equal to the excess referred to in clause 1.3 of this Schedule (" Excess Payment")

2. The Grantor shall give written notice of a claim for an Excess Payment to the Grantee providing such information as the Grantee may reasonably require

3. There will be deducted from any Excess Payment an amount equal to any payment previously paid in respect of the same land under the terms of this Schedule

4. Any compensation paid by the Grantee to the Grantor under the provisions of section 23 of the Land Compensation Act 1961 (as inserted by section 66 of and Schedule 14 to the Planning and Compensation Act 1991) shall be deducted from any further or additional compensation payable by the Grantee to the Grantor pursuant to this Schedule 3 or Clause 9 (Incorporation of the Mining Codes) of this deed

5. Rather than paying compensation referred to in Clauses 1 to 4 of this Schedule the Grantee may elect by written notice to the Grantor such notice to be served as soon as is reasonably practicable:

5.1 to carry out at its own cost reinforcement works of protection to the Apparatus enabling the development to be carried out or

5.2 to divert the Apparatus at its own cost along a route over the Grantor's Land to be agreed with the Grantor or failing agreement as shall be determined by the provisions of Clause 7.2.3.2; and

5.3 in determining the route of any such diversion the Grantee shall expeditiously consider how best to accommodate the development proposed by the Grantor and shall endeavour to work with the Grantor to a solution that maximises the benefits and minimises the costs of diversion; and

5.4 the Grantor will enter into a supplemental deed of grant of rights with the Grantee either where an Excess Payment is to be paid or the Grantee agrees to lay the said main or pipe in its diverted position in through under upon or over a strip of land of the same width as referred to in Clause 1.9 in the Particulars and in both cases the said deed of grant shall be in similar terms to this deed save that no payment shall be payable for the said rights other than loss of crop or other damage caused to the occupier nor shall the said deed of grant contain terms equivalent to Clauses 1 to 5 of this Schedule and the Grantee shall pay the Grantor's reasonable Surveyors fees and Solicitors costs incurred in such grant; and

5.5 As soon as practicable following the completion of the said deed of grant of rights referred to in Clause 5.4 of this Schedule the Grantee will relay the Apparatus along the diverted route or if the Grantee elects lay a new main or pipe and all necessary apparatus ancillary thereto along the said diverted route and at the further election of the Grantee remove or abandon purge and make safe the

original Apparatus making good all damage or injury occasioned to the Grantor's Land in the course thereof or pay compensation for all damage or injury not made good

SCHEDULE 4

(Description of Pipeline and List of Apparatus other than Pipeline)

Easington to Paull 1220 mm high pressure gas pipeline including surface route marker posts

SCHEDULE 5

(Environmental Provisions)

1. Before and/or in the course of the excavations required for the laying and installation of the Pipeline the Grantee shall carry out such investigative and remedial works as are reasonable and appropriate to identify the presence of any Contamination so as to ensure that it does not adversely affect the Apparatus or the exercise of the Rights and to ensure that neither the Apparatus nor the exercise of the Rights will affect any Contamination such that it may cause or exacerbate any harm to the Environment. If required by the Grantor and/or the Lessee the Grantee shall promptly provide such information as he has on the steps taken or to be taken in compliance with this Clause 1 and on the results of those steps. Neither party shall volunteer any information concerning Contamination in relation to the Grantor's Land to any regulatory authority or third party without the written consent of the other party except where the information is required to be given under any legal obligation
2. The Grantor shall be responsible for and indemnifies the Grantee against any Losses suffered or incurred by the Grantee as a result only of any Contamination existing at the date of the Consent of which the Grantor knew and failed to disclose to the Grantee in or prior to signature of the Consent or of any he causes thereafter PROVIDED THAT the

Grantor shall be deemed to know of the presence of any Contamination only if either the Grantor in fact knew of such presence or reasonable enquiries of the Grantor's employees if any would have revealed such presence

3. The Lessee if applicable shall be responsible for and indemnifies the Grantee against any Losses suffered or incurred by the Grantee as a result only of any Contamination existing at the date of the Consent of which the Lessee knew and failed to disclose to the Grantee in or prior to signature of the Consent or of any he causes thereafter PROVIDED THAT the Lessee shall be deemed to know of the presence of any Contamination only if either the Lessee in fact knew of such presence or reasonable enquiries of the Lessee's employees if any would have revealed such presence
4. The Grantee shall:-
 - 4.1 indemnify the Grantor and the Lessee against all Losses suffered or incurred by the Grantor and/or the Lessee if applicable arising from any Contamination caused by the works (including any Losses to the extent that they arise as a consequence of the works resulting in any migration of hazardous materials giving rise to Contamination) the exercise of the Rights or by any non-compliance with the obligations of the Grantee in this Deed; and
 - 4.2 so far as reasonably practicable, expeditiously remove treat remediate or render harmless any Contamination to which this indemnity applies and remedy any harm to the Environment caused by it in accordance with Environmental Law
5. The indemnified party under the provisions of Clauses 2 to 4 of this Schedule shall consult with the other party to avert so far as reasonably practicable the issue of any action claim notice or demand which may give rise to Losses and shall so consult on the preparation of a defence to such an action claim notice or demand and no party shall compromise any such action claim or demand without the prior written consent of the other party (which shall not be unreasonably withheld or delayed)

6. The aggregate liability of the Grantor and the Lessee respectively to the Grantee arising as a result of Contamination shall not exceed the Payment

SCHEDULE 6

(List of documents)

Date	Document	Parties
04.04.1938	Conveyance	[REDACTED]
12.02.1981	Death Certificate	[REDACTED]
29.09.1982	Assent	[REDACTED]

EXECUTED AS A DEED by

[REDACTED] X

DAS

X

In the presence of:-

with [REDACTED]

EXECUTED AS A DEED by

[REDACTED] X

[REDACTED]

X

In the presence of:-

with [REDACTED]

EXECUTED as a **DEED** by
by affixing the Common Seal of
NATIONAL GRID GAS PLC
In the presence of:



Authorised Signatory

MEMBER OF BOARD SEALING COMMITTEE



SCHEDULE 9
PROTECTIVE PROVISION

PART []

FOR THE PROTECTION OF NATIONAL GRID PLC

In this Part

“National Grid” means National Grid Plc and shall include any reference to National Grid Gas Plc.

The **“Electric Line”** shall mean line 2AJ Killingholme Substation to Humber Refinery Substation and the term electric line shall have the same meaning as contained in section 64(1) of the Electricity Act 1989.

The **“Pipelines”** shall mean the three pipelines situated within plots 14002, 14004 and 14008 situated at Old Little Humber Farm and which are the subject of Deeds of Easement dated 8 May 1967 between Winfred Garton, John Garton & Mary Spetch and the Gas Council; dated 1 April 1985 between J Garton, D A Spetch & W M White and the British Gas Corporation and 5 October 2009 between D A Spetch & W M White and National Grid Gas Plc.

“Electric Line Works” shall mean works which have been agreed with National Grid for the removal or relocation of the Electric Line.

“Gas Works” shall mean works which have been agreed with National Grid to be carried out to the Pipelines.

For the protection of National Grid the following provisions shall, unless otherwise agreed in writing between the undertaker and National Grid, have effect.

Electricity

Notwithstanding the provisions of Article 41, the Electric Line Works shall not be implemented until they have been submitted to and approved by National Grid.

At the request of the undertaker National Grid shall carry out the Electric Line Works in accordance with the terms of any approval.

The undertaker shall pay to National Grid the reasonable costs of carrying out the Electric Line Works.

Gas

Notwithstanding the provisions of Article 41, the Gas Works shall not be implemented until they have been submitted to and approved by National Grid.

At the request of the undertaker National Grid shall carry out the Gas Works in accordance with the terms of any approval.

The undertaker shall pay National Grid the reasonable costs of carrying out the Gas Works.

General

Any dispute arising between the undertaker and National Grid under this Schedule shall be determined by arbitration as provided in Article 58 (arbitration).