

COMM/MDC/JR/129074/3

8th October 2012

wilkin chapman
grange
solicitors

For the attention of Mr M Baker
The Planning Inspectorate
Room 3/18
Temple Quay House
2 The Square
Temple Quay
Bristol
BS1 6PN

P.O. Box 16
Town Hall Square
Grimsby DN31 1HE
TEL: 01472 262626
DX 13511 Grimsby 1
FAX: 01472 360198
www.wilkinchapman.co.uk

BY EMAIL.

Dear Sirs

IPC REFERENCE NUMBER: TR030001
APPLICATION FOR DEVELOPMENT CONSENT BY ABLE HUMBER PORTS LTD
FOR THE PROPOSED ABLE MARINE ENERGY PARK
OUR CLIENT/ INTERESTED PARTY - BETHANY JAYNE LTD

PROPOSED AMENDMENTS TO THE DRAFT DEVELOPMENT CONSENT ORDER

We have been instructed by Bethany Jayne Limited to propose amendments to the draft Development Consent Order. We set out below the proposed amendments together with supporting reasons.

Background

1. Bethany Jayne Limited ("BJL") are the freehold owners of land affected by the proposed Development Consent Order ("the DCO"). BJL owns four parcels of land labelled A, B, C and D as shown on the accompanying plan at Annex A. BJL is the freehold owner of Parcels A and C under registered Title No.HS233528 and of Parcels B and D under registered Title No.HS134378: see Annex B hereto for the registered titles.
2. The land proposed to be compulsorily acquired under the DCO includes Parcels A and B, but not Parcels D and C. The Book of Reference identifies Parcel A as Plot 03009 and Parcel B as Plot 03010: see Annex C (Book of Reference and land acquisition plan).
3. Parcel A consists of a private access road known as Station Road. It provides access to Parcels B, C and D.
4. Parcel B is presently unlet but, in the absence of the proposals of Able Humber Ports Limited ("Able"), BJL would, in due course, pursue the beneficial use and development of this parcel. Parcels D and C are let under commercial lease arrangements. Parcel C is let to Centrica for a term having 8 years unexpired. Parcel D is let to Den Hartogh UK Limited under an oral business tenancy.

5. Services and utilities (water, electricity and telecommunications – “the Services”) benefitting Parcels B, C and D pass through Parcel A and/ or through other land proposed to be compulsorily acquired.

6. Under the proposed DCO, it is not intended to compulsorily acquire Parcels C and D. However, if all interests in Parcel A (Station Road) are compulsorily acquired, the freehold interests of BJL in Parcels C and D will be left without any *legal* rights of access to those Parcels. The effect of such an outcome is that Parcels C and D will become land-locked in law and in practice.

7. Similarly, if parcel A and/ or parcel B and/ or neighbouring land through which the Services pass are compulsorily acquired parcels C and D will be left without *legal* rights to use the Services.

The present provisions of the DCO relating to acquisition of land and the extinguishment of private rights of way and easements

8. Paragraph 2.10 of the Statement of Reasons, in support of the case for the DCO, says that:

“There is also a private road crossing the land, where the freehold will be acquired but the private rights to use the road for any users whose land is not being acquired, will be re-granted in the same form.”

9. It is assumed that this paragraph refers to Station Road, and therefore Parcel A. Although the statement in paragraph 2.10 says that there will be a re-grant of private rights to use the road for users whose land is not being acquired, no such safeguard is contained within the proposed DCO and there is no similar safeguard for users where part only of their land is being acquired, and other land, for which Station Road is an access, is retained and not compulsorily acquired.

10. Similarly, there is nothing in the Statement of Reasons in support of the case for the DCO indicating an intention to re- grant rights to use the Services, nor any safeguards in the proposed DCO in relation to the Services.

11. In summary, the statement in paragraph 2.10 contains no assurance to BJL that Able, as the undertaker under the DCO, will grant any rights of way over any substituted access road that may be provided in substitution for the present route of Station Road. It is reasonably clear from the indicative plans provided by the undertaker that a substitute route may be provided, but the route does not coincide either at all, or in its entirety, with the existing route of Station Road, and there is no indication of the legal rights that may be granted in substitution. Nor is there any assurance to BJL that rights to use the Services will be preserved / re- granted.

12. Under Article 29(1) of the proposed DCO, the undertaker may acquire compulsorily, inter alia, Parcel A (Plot 03009). Under Article 29(2), on the specified events taking place, the land being acquired “*shall be discharged from all rights ... and incidents to which it was previously subject*”. Accordingly, on the acquisition of Parcel A, or other land to be compulsorily acquired, and in accordance with Article 29(2), any easements or quasi-easements over that land will be discharged.

13. Under Article 30(1) any authorised activity undertaken by the undertaker on, inter alia, Parcel A (Plot 03009) will be authorised by the order notwithstanding that it involves an interference with

“any easement, liberty, privilege, right or advantage annexed to land and adversely affecting other land”. Under Article 30(5) where any interest or right is interfered with, that interest or right *“shall be extinguished, abrogated or discharged at the time that the interference or breach in respect of the authorised activity in question commences”*. Under Article 30(6) compensation is payable in respect of any interference, breach, extinguishment, abrogation or discharge in pursuance of the Article.

14. As a legal easement over land, such as a right of way, or right to services, cannot exist for the benefit of other land within the same ownership, Article 30 can neither apply to override the incident of access and any services enjoyed by BJL over Parcel A, for the benefit of Parcels C and D, nor provide any compensation for the interference with that incident. There is one possible exception to this. Parcel D is held in a separate title (Title No.HS134378) from the title in which Parcel A is held (Title No.HS233528). Accordingly it is arguable that a legal easement may exist over Station Road (Parcel A) for the benefit of Parcel D.

15. Article 33(1) of the proposed DCO authorises the undertaker to acquire compulsorily the existing rights and to create and acquire compulsorily the new rights described in the Book of Reference and shown on the land plan. It would not appear from either the Book of Reference or the land plan that any “rights” that BJL has over Station Road or other land to be compulsorily acquired are the subject of this Article, whether by way of specific acquisition or substituted creation.

16. Under Article 34(1) of the proposed DCO, *“all private rights of way over land subject to compulsory acquisition under this Order shall be extinguished”* from specified dates. Again, and for the reasons explained above, with the possible exception of a right of way benefiting Parcel D, this Article cannot have application to the “rights” that BJL enjoys over Station Road, land within its own ownership, to access other land that it owns, namely, Parcels C and D. Accordingly the compensation provisions under Article 34 will not arise.

17. It follows that all interests that BJL has in Parcel A, or other land to be compulsorily acquired, will be compulsorily acquired (Article 29), and none of the Articles in the proposed DCO make provision for the substitution of any legal right of access or for services to the retained freehold interest of BJL, after such compulsory acquisition, in Parcels C and D. BJL accepts that it will be left only with an entitlement to claim compensation on the basis of severance of its land (freehold interests in Parcels C and D will be left severed and without legal access and the Services), under section 7 of the Compulsory Purchase Act 1965, as applied by section 125 of the Planning Act 2008. Such a situation is profoundly unsatisfactory where, as here, the undertaker has said in the Statement of Reasons that substituted rights, at least of access, should be granted or re-granted in certain cases.

18. Schedule 9 to the proposed DCO contains no provisions protective of the interests of BJL as considered above. Paragraph 8 of Schedule 11 to the proposed DCO contains no adequate requirements to maintain highway access to Parcels C and D.

19. It follows that the terms of the DCO make no provision for creation of a substituted access in place of Station Road and the grant or re-grant of legal rights of way to Parcels C and D for the benefit of the freehold interests of BJL, nor the grant or re- grant of rights to use the Services

Protective provisions

20. BJL notes that protective provisions are being sought on behalf of Centrica, to protect, inter alia, its rights of access over Station Road to, inter alia, Parcel C. However any such protective provisions will not adequately protect the interests of BJL as the owner of the freehold interest in Parcels C and D.

21. BJL therefore requests the following amendments to the DCO by the inclusion of an appropriate protective provision added to Schedule 9 as follows:

"FOR THE PROTECTION OF BETHANY JAYNE LIMITED

- 1 For the protection of Bethany Jayne Limited the following provisions shall, unless otherwise agreed in writing between the undertaker and Bethany Jayne Limited, have effect.*

- 2 The development authorised by this Order shall not be commenced until a separate legal agreement has been entered into between the undertaker and Bethany Jayne Limited to:*
 - (i) provide for a continuity of access between Rospor Road and so much of that land lying outside the Order Land as is contained within registered Title Nos.HS233528 and HS134378 at all times.*

 - (ii) provide for the construction of an access road in substitution to the present Station Road between Rospor Road and land in the aforesaid registered Title Nos.*

 - (iii) provide for the maintenance thereof.*

 - (iv) Provide for the continuity of services and utilities that benefit the aforesaid registered Title Nos. whether the same lie within Plot No.03009 in the Book of Reference or otherwise and elsewhere within the Order Land."*

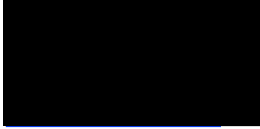
22. BJL supports the request made on behalf of Centrica for an amendment to Schedule 11, paragraph 8, in the terms that it advances subject to the expression "neighbouring landowners" as including, for the avoidance of doubt, Bethany Jayne Limited.

Appearance at the forthcoming hearing

23. BJL requests consent to appear at the forthcoming hearings relating to compulsory acquisition matters and DCO matters in order to advance further its request for the amendments as set out above. It reserves the right to appear by its legal counsel Barry Denyer-Green of Falcon Chambers.

In the meantime BJL will seek urgent negotiations with the undertaker with a view to addressing BJL's concerns.

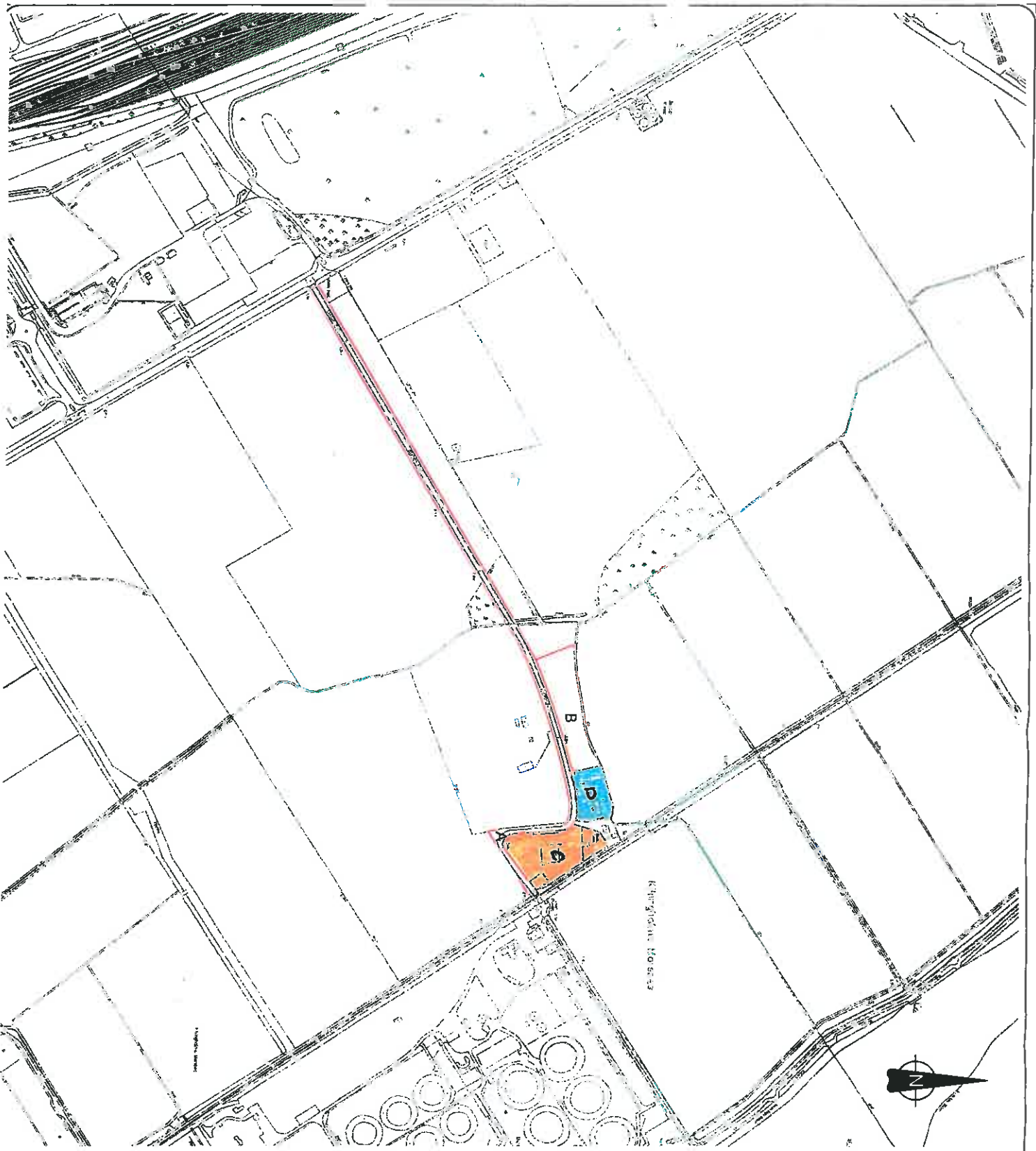
Yours faithfully



WILKIN CHAPMAN LLP
Martyn Chilvers
Partner

e-mail – mchilvers@wilkinchapmangrange.co.uk
Direct telephone – 01472 262614

ANNEX A :BETHANY JAYNE LIMITED – PLAN SHOWING LAND PARCELS A,B,C AND D



Area	Area ha.	Area acres
A	1.196	2.955
B	0.682	1.685

(a)

C = Central Site
 D = The Bumpkins

Rev	Date	Comments	JH	NFE	NFE
A	27/03/12	Preliminary Issue			



ABLE UK Ltd
 Able House
 Birmingham
 Teesdale
 TS23 7PX
 Tel: +44(0)1642 808392
 Fax: +44(0)1642 808393
 Email: info@able.co.uk
 www.able.co.uk

Project: ABLE Marine Energy Park
Client: ABLE UK Ltd
Title: Bethany Jayne Land

PRELIMINARY

Scale	Drawn	Checked	Approved
1:5,000@A3	J Harris	NFE	NFE

Drawing No.	AME - 01250	Revision:	A
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ANNEX B :BETHANY JAYNE LIMITED – TITLE DOCUMENTS



Official copy
of register of
title

Title number HS233528

Edition date 19.07.2010

- This official copy shows the entries on the register of title on 06 OCT 2012 at 15:14:08.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 06 Oct 2012.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry, Kingston Upon Hull Office.

A: Property Register

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

NORTH LINCOLNSHIRE

- 1 (21.03.1994) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Station Road and land on the East side of Station Road, Killingholme.
- 2 (21.03.1994) The mines and minerals are excepted.
- 3 (21.03.1994) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Conveyance of the land tinted brown on the filed plan dated 30 December 1963 made between (1) British Railways Board (Board) and (2) Allan George McIntyre and Ethel Mary McIntyre (Purchasers):-

"Together Also With

In common with the Board and all persons authorised by them and all persons entitled to use the same a right of way for the Purchasers and their successors in title for all purposes necessary for the enjoyment of the property hereby conveyed over along and upon the road leading to and from the property hereby conveyed to and from Rosper Road and which is shown on the said plan and thereon coloured brown. Except and Reserving as mentioned in Clause 3 hereof.

3.

(B) There are reserved to the Board:-

(i) The right at any time to erect or suffer to be erected any buildings or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of their adjoining or neighbouring land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the property hereby conveyed and any access of light and air over the adjoining land of the Board shall be deemed to be enjoyed by the licence or consent of the Board and not as of right.

A: Property Register continued

(ii) The right of support from the property hereby conveyed for the adjoining property of the Board.

(iii) The right to have maintain repair cleanse use reconstruct alter and remove any drains pipes wires cables and works on over or under the property hereby conveyed now used for the benefit of the adjoining property of the Board.

(iv) Full right and liberty for the Board and their successors in title with or without workmen at all reasonable times to enter upon the property hereby conveyed for the purpose of exercising the right reserved by paragraph (iii) of this sub-clause.

(v) Full right and liberty for the Board and their successors in title with or without workmen at all reasonable times to enter upon the property for the purpose of maintaining repairing renewing reinstating altering or amending any fences walls railway banks abutments or retaining walls bridges and other works of the Board on their adjoining or neighbouring land.

The Board exercising these rights (except as to paragraph (i) and (ii) hereof only so as not to cause any permanent injury or damage to the property hereby conveyed and making good any damage to the property occasioned by the exercise of the rights of entry reserved by paragraph (iv) and (v) of this sub-clause."

NOTE: The land coloured brown referred to is tinted blue on the filed plan.

- 4 (19.07.2010) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

B: Proprietorship Register

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

Title absolute

- 1 (09.08.1999) PROPRIETOR: BETHANY JAYNE LIMITED (Co. Regn. No. 3747782) of Links House, Station Road, South Killingholme, Immingham, N Lincs, DN40 3ED.

C: Charges Register

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

- 1 (21.03.1994) The land is subject to the following rights reserved by a Conveyance of the land in this title and other land dated 10 June 1909 made between (1) John Patrick O'Donnell (Vendor) and (2) Barton and Immingham Light Railway Company (Company):-

"RESERVING NEVERTHELESS unto the Vendor his heirs and assigns a right of way for himself and themselves and his and their agents servants and workmen and all other persons authorised by him or them with or without horses and other animals carts motors and carriages over and along such parts of the land hereinbefore firstly described as are to be made into Roads under and by virtue of the covenant on the part of the Company hereinafter contained."

NOTE: The land in this title forms part of the Property firstly described referred to.

- 2 (21.03.1994) The land is subject to the following rights Granted by a Conveyance of land lying to the North East of the land in this title dated 22 July 1963 made between (1) The British Railways Board (Vendor) and (2) The Minster of Power (Purchaser):-

C: Charges Register continued

"Together with the right for the Purchaser and his successors in title owners or occupiers for the time being of the said land at all times and for all purposes to go pass and repass with or without animals and vehicles of every description over and along the land coloured blue..... on the said plan to the intent that such right shall be forever appurtenant to the said land for all purposes connected with the use occupation and enjoyment thereof."

NOTE: The land coloured blue referred to is tinted pink and tinted blue on the filed plan in so far as it affects the land in this title.

- 3 (21.03.1994) An Agreement dated 20 April 1979 made between (1) The British Railways Board and (2) Tony Godfrey Whitley and Kathleen Elizabeth Whitley relates to use and maintenance of a water pipe.

NOTE: Copy filed.

- 4 (21.03.1994) An Agreement dated 28 February 1985 made between (1) The British Railways Board and (2) Conoco Limited relates to the use of a gas pipe.

NOTE: Copy filed.

- 5 (21.03.1994) A Conveyance of the land in this title dated 23 February 1994 made between (1) British Railways Board (Board) and (2) Gwendolyne Jayne Bright and Steven Andrew Bright (Purchasers) contains the following covenants:-

"FOR the benefit and protection of such part of the adjoining property or neighbouring property of the Board as is capable of being benefited or protected and with intent to bind so far as legally may be themselves and their successors in title owners for the time being of the property or any part thereof in whosoever hands the same may come the Purchasers jointly and severally covenant with the Board as follows:-

(i) THAT there shall not at any time on any part of the property within a distance of five metres of the Board's land and works be carried out any works including (but not limited to) the making of any excavations and the erection of or addition to any buildings or structures without there having previously been submitted detailed plans and sections thereof in triplicate to the Board and the Board's approval thereto having been obtained and without complying with such reasonable conditions as to foundations or otherwise as the Board shall deem it necessary to impose.

(ii) Any cranes scaffolding or machinery placed upon the property must be so positioned that it is not possible for their jib or skip to swing over the Board's adjoining land and so that in the event of failure they will fall at least two metres from the nearest rail edge

The Purchasers shall forthwith erect to the satisfaction of the Board a minimum standard two metres high security fence between the points shown marked A-B-C on the plan.

(v) After completion of the erection of the said fence the Purchasers shall at all times thereafter maintain and repair it (and if necessary renew it) to the satisfaction of the Board.

(vi) In complying with the covenants contained in paragraphs (iii) and (iv) hereof the Purchasers shall reimburse the Board on demand such reasonable costs and expenses as certified by the Regional Civil Engineer of the North Eastern Region of the Board (hereinafter called "the Engineer") as may be reasonably incurred by the Board in the provision of supervision and/or lookout protection as shall be deemed necessary by the Engineer.

(vii) Not to discharge drainage from the property onto the adjoining land of the Board."

NOTE: The points "A" "B" and "C" referred to are shown by the points X Y Z respectively on the filed plan.

- 6 (21.03.1994) The land is subject to the following rights reserved by

C: Charges Register continued

the Conveyance dated 23 February 1994 referred to above:-

"EXCEPT AND RESERVING as mentioned in Clause 2 hereof

2. (a) There are excepted out of the property:-

.....
**

(ii) Any easement or right of light air or support or other easement or right which would restrict or interfere with the free use by the Board or any person deriving title under them for building or any other purposes of any adjoining or neighbouring land of the Board (whether intended to be retained or to be sold by them).

(iii) Any right of access over any adjoining land of the Board.

(iv) Any right of access over the level crossing adjoining the part of the property firstly described.

(b) There are reserved out of the property to the Board for the benefit of the Board's retained land:-

(i) The right at any time to erect or suffer to be erected any building or other erection and to alter any building or other erection now standing or hereafter to be erected on any part of their adjoining or neighbouring land in such a manner as to obstruct or interfere with the passage of light or air to any building which is or may be erected upon the property and any access of light and air over the adjoining land of the Board shall be deemed to be enjoyed by the licence or consent of the Board and not as of right.

(ii) The right of support from the property for the adjoining property of the Board.

(iii) The right to have maintain repair cleanse use reconstruct alter and remove any drains pipes wires cables and works on over or under the property now used for the benefit of the adjoining property of the Board.

(iv) Full right and liberty for the Board and their successors in title with or without workmen and equipment at all reasonable times to enter upon the property for the purpose of exercising this right subject to paragraph (vi) hereof.

(v) Full right and liberty for the Board and their successors in title with or without workmen and equipment at all reasonable times to enter upon the property for the purpose of maintaining repairing renewing reinstating altering or amending any fences walls railway banks abutment or retaining walls bridges and other works of the Board on their adjoining or neighbouring land subject to paragraph (vi) hereof.

(vi) The foregoing rights of entry are subject to the Board making good all damage occasioned to the property in the exercise thereof.

(vii) In fee simple as appurtenant to the ownership and occupation of the said adjoining railway line the right at all times and for all purposes with or without vehicles to pass and repass over and along the said access roadway shown coloured blue hatched brown on the plan subject to a contribution for the up keep thereof as defined in the Conveyance."

NOTE: The roadway coloured blue hatched brown referred to is tinted pink and tinted blue on the filed plan.

7 (19.07.2010) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
The leases grant and reserve easements as therein mentioned.

Schedule of notices of leases

1	19.07.2010	Workshop and yard, Station	14.06.2010	HS358523
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Title number HS233528

Schedule of notices of leases continued

Edged and Road, South Killinghamme
numbered 1 in
blue

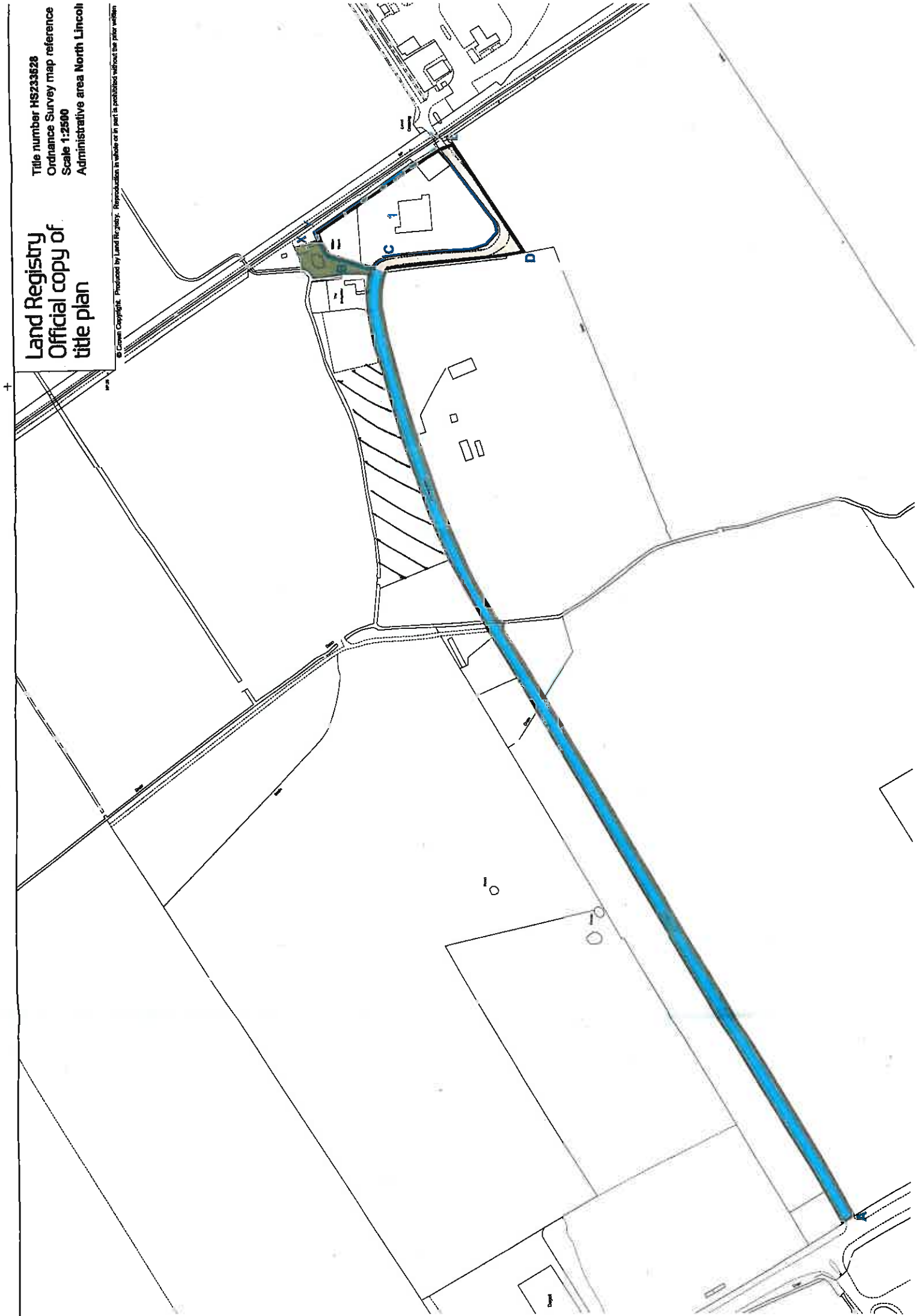
10 years from
and including
14/06/2010 to
and including
13/06/2020

End of register

Title number HS233628
Ordnance Survey map reference
Scale 1:2500
Administrative area North Lincoln

Land Registry
Official copy of
title plan

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Official copy
of register of
title

Title number HS134378

Edition date 19.07.2010

- This official copy shows the entries on the register of title on 22 JUN 2012 at 12:21:11.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 22 Jun 2012.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- For information about the register of title see Land Registry website www.landregistry.gov.uk or Land Registry Public Guide 1-A *guide to the information we keep and how you can obtain it*.
- This title is dealt with by Land Registry, Kingston Upon Hull Office.

A: Property Register

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

NORTH LINCOLNSHIRE

- 1 (20.08.1987) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being The Bungalow Station Road, South Killingholme (DN40 3ED).

B: Proprietorship Register

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

Title absolute

- 1 (20.08.1999) PROPRIETOR: BETHANY JAYNE LIMITED (Co. Regn. No. 3747782) of Links House, Station Road, South Killingholme, Immingham, N Lincs, DN40 3ED.

C: Charges Register

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

- 1 (20.08.1999) Option to purchase upon the terms therein mentioned in an Agreement dated 12 July 1999 made between (1) Bethany Jayne Limited and (2) Richprop limited.

NOTE: Copy filed.

- 2 (19.07.2010) The land is subject so far as it affects the land in this title to the rights granted by a Lease of land lying to the east of the land in this title dated 14 June 2010 made between (1) Bethany Jayne Limited and (2) Centrica Storage Limited.

Title number HS134378

C: Charges Register continued

NOTE: -Copy filed under HS358523.

End of register

H.M. LAND REGISTRY

TITLE NUMBER

HS 134378

ORDNANCE SURVEY
PLAN REFERENCE

TA 1718

Scale
1/2500

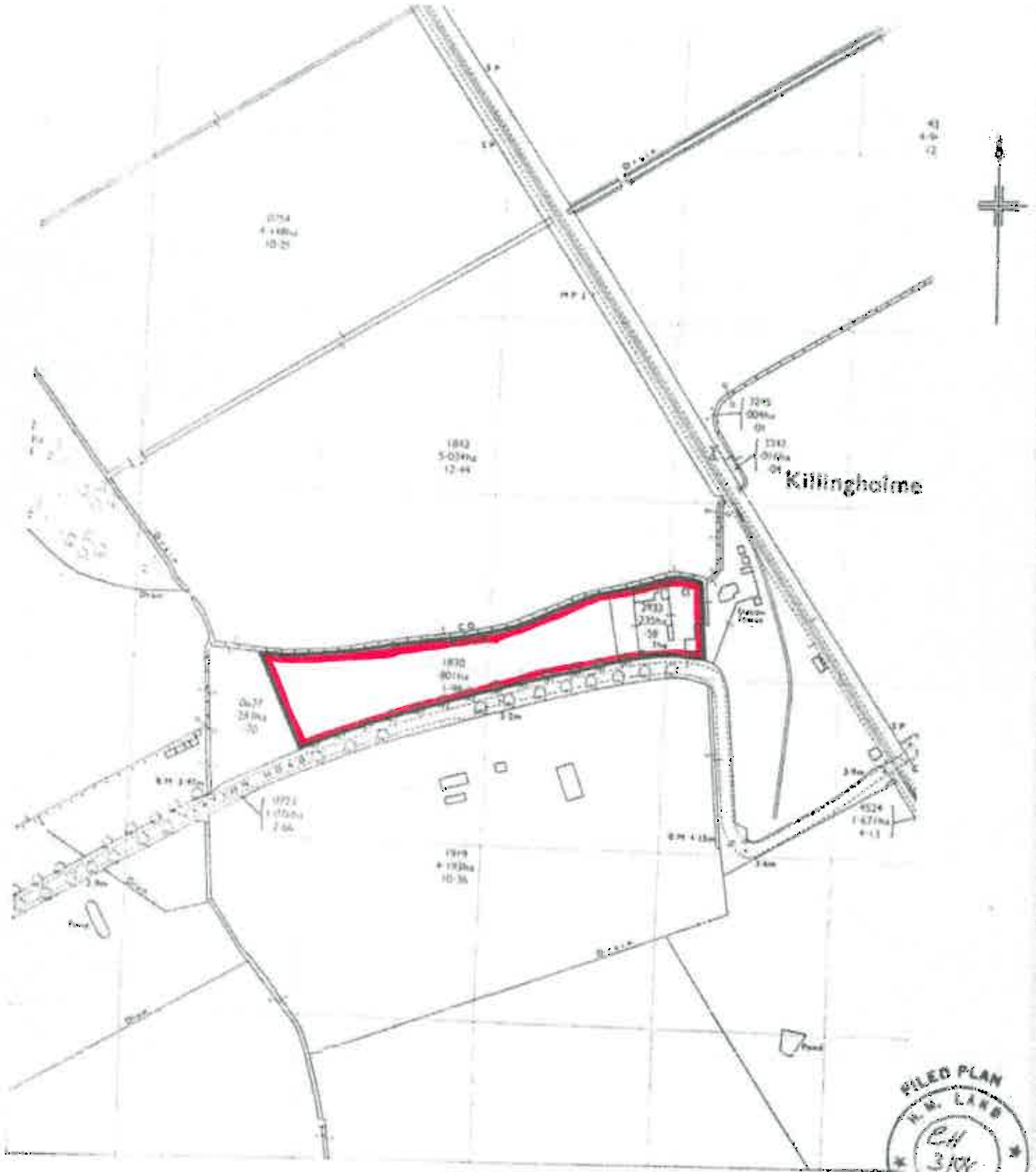
COUNTY — HUMBERSIDE

DISTRICT — GLANFORD

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ADMINISTRATIVE AREA

NORTH LINCOLNSHIRE

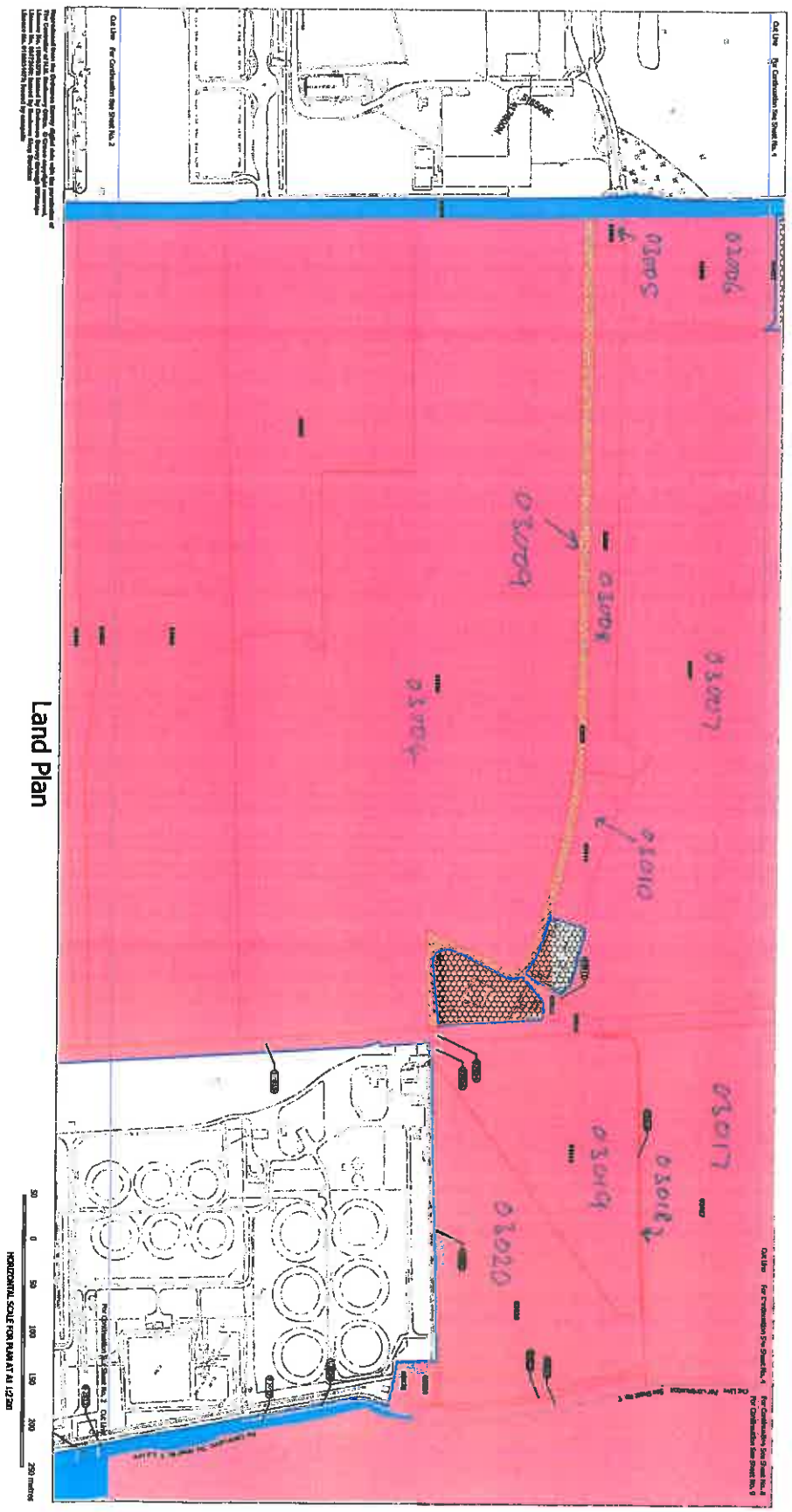


ANNEX C :BETHANY JAYNE LIMITED – EXTRACT BOOK OF REFERENCE AND LAND ACQUISTION PLAN



(d)

Planning Act 2008 ABLE Marine Energy Park NORTH LINCOLNSHIRE



Land Plan

- KEY**
- Order land
 - Temporary Land
 - Land in relation to which it is proposed to extinguish easements, servitudes or other pre-emptive rights
 - Land not included
 - Boundary of land required for or affected by the proposed development

03006 For Consideration see Part 1A.1
03007 For Consideration see Part 1A.1
03008 For Consideration see Part 1A.1
03009 For Consideration see Part 1A.1
03010 For Consideration see Part 1A.1
03017 For Consideration see Part 1A.1
03018 For Consideration see Part 1A.1
03019 For Consideration see Part 1A.1
03020 For Consideration see Part 1A.1

HORIZONTAL SCALE FOR PLAN AT 1:2500
0 50 100 150 200 250 metres

Number on Plan	Description of Land	Category 1 ¹ owners	Category 2 ² owners
03008	All interests in 20247.83 square metres of land comprising trees, shrubbery, hedgerows, drains and beds thereof, track, grassland and small livestock premises, to the north of Station Road, South Killingholme, Immingham.	Total Lindsey Oil Refinery Limited 40 Clarendon Road Watford Hertfordshire WD17 1TQ P D Smith 20 School Road South Killingholme IMMINGHAM DN40 3HX	
03009	All interests in 11964.77 square metres of land comprising private road (Station Road), grass verges, hedgerows, drain and bed thereof and hardstanding, Station Road, South Killingholme, Immingham.	Bethany Jayne Limited (in respect of highway) Links House Estate Road 2 South Humberside Industrial Estate Grimsby North East Lincolnshire DN31 2TG	Network Rail Infrastructure Limited Kings Place 90 York Way London N1 9AG Den Hartogh UK Limited Den Hartogh Building Station Road South Killingholme Immingham DN40 3ED Lee Savill Station House Station Road South Killingholme DN40 3ED Danny Revill The Lookout Station Road South Killingholme DN40 3ED Gillian Catherine Harper North Low Lighthouse Station Road South Killingholme DN40 3ED Centrica Storage Limited Venture House 42-54 London Road Staines Middlesex TW18 4HF Secretary of State for Defence c/o Defence Estates Stirling House Denny End Road Waterbeach Cambridge CB25 9QE Associated British Ports Aldwych House 71- 91 Aldwych London WC2B 4HN Anglian Water Services Limited Anglian House Ambury Road Huntingdon PE29 3NZ

"Private Road"

user

Tenant

user?

Bought out

user

user

Tenant

user

user

user

1. A person is within Category 1 if the applicant, after making diligent inquiry knows that the person is an owner, lessee, tenant (whatever the tenancy period) or occupier of the land; see section 57 (1) of the Planning Act 2008.
 2. A person is within Category 2 if the applicant, after making diligent inquiry knows that the person-
 (a) is interested in the land
 (b) has power-
 (i) to sell or convey the land
 (ii) to release the land; see section 57 (2) of the Planning Act 2008

(c)

Number on Plan	Description of Land	Category 1 ¹ owners	Category 2 ² owners
			<p>Able Humber Ports Limited Ogier House The Esplanade St Heller Jersey JE4 9WG</p> <p>David Chapman Dansfield Clarks Road North Killingholme Immingham DN40 3JQ</p> <p>P D Smith 20 School Road South Killingholme Immingham DN40 3HX</p> <p>Truck Links Limited Estate Road 2 South Humberside Industrial Estate Grimsby North East Lincolnshire DN31 2TG</p>
03010	All interests in 6821.67 square metres of land comprising trees, shrubbery, hedgerows, scrubland, storage yard and hardstanding, Station Road, South Killingholme, Immingham.	<p>Bethany Jayne Limited Links House Estate Road 2 South Humberside Industrial Estate Grimsby North East Lincolnshire DN31 2TG</p> <p>Den Hartogh UK Limited Den Hartogh Building Station Road South Killingholme Immingham DN40 3ED</p> <p>Truck Links Limited Estate Road 2 South Humberside Industrial Estate Grimsby North East Lincolnshire DN31 2TG</p>	<p>UKS ?</p> <p>UKS ?</p> <p>??</p> <p>? interest ??</p>
03011	All interests in 15.26 square metres of land comprising trees, shrubbery, drain and bed thereof to the north of Station House, Station Road, South Killingholme, Immingham.	<p>Total Lindsey Oil Refinery Limited 40 Clarendon Road Watford Hertfordshire WD17 1TQ</p> <p>Lee Savill Station House Station Road South Killingholme DN40 3ED</p> <p>David Chapman Dansfield Clarks Road North Killingholme Immingham DN40 3JQ</p>	

1. A person is within Category 1 if the applicant, after making diligent inquiry knows that the person is an owner, lessee, tenant (whatever the tenancy period) or occupier of the land; see section 57 (1) of the Planning Act 2008.

2. A person is within Category 2 if the applicant, after making diligent inquiry knows that the person-

- (a) is interested in the land
- (b) has power-
 - (i) to sell or convey the land
 - (ii) to release the land; see section 57 (2) of the Planning Act 2008

Number on Plan	Description of Land	Category 3 ^a	
		Claimant under section 10 of the Compulsory Purchase Act 1965	Claimant under Part 1 of the Land Compensation Act 1973
02006	All interests in 75606.5 square metres of land comprising trees, shrubbery, hedgerows, drains and beds thereof, grassland and arable land to the north of Marsh Lane, South Killingholme, Immingham.		Edwin Milner Hazeldene Marsh Lane South Killingholme Immingham DN40 3EA June Milner Hazeldene Marsh Lane South Killingholme Immingham DN40 3EA
02007	All interests in 32078.22 square metres of land comprising trees, shrubbery, hedgerows, drains and beds thereof, grassland, arable land and derelict brick premises, to the north of Marsh Lane, South Killingholme, Immingham.		Edwin Milner Hazeldene Marsh Lane South Killingholme Immingham DN40 3EA June Milner Hazeldene Marsh Lane South Killingholme immingham DN40 3EA
03004	All interests in 255915.40 square metres of land comprising trees, shrubbery, hedgerows, drains and beds thereof, grassland, arable land and derelict farm buildings to the south of Station Road, South Killingholme, Immingham.		Bethany Jayne Limited Links House Estate Road 2 South Humberside Industrial Estate Grimsby North East Lincolnshire DN31 2TG Centrica Storage Limited Venture House 42-54 London Road Staines Middlesex TW18 4HF Den Hartogh UK Limited Den Hartogh Building Station Road South Killingholme Immingham DN40 3ED Truck Links Limited Estate Road 2 South Humberside Industrial Estate Grimsby North East Lincolnshire DN31 2TG

3. A person is within Category 3 if the Applicant thinks that, if the order as sought by the application were to be made and fully implemented, the person would or might be entitled-

- (a) as a result of the implementing of the order,
- (b) as a result of the order having been implemented, or
- (c) as a result of use of the land once the order has been implemented, to make a relevant claim. See section 57 (4) of the Planning Act 2008.

Number on Plan	Description of Land	Category 3 ³	
		Claimant under section 10 of the Compulsory Purchase Act 1965	Claimant under Part 1 of the Land Compensation Act 1973
03005	All interests in 1006.38 square metres of land comprising, trees, shrubbery, hedgerows and grassland at the north-east junction of Rosper Road and Station Road, South Killingholme, Immingham.		<p>Bethany Jayne Limited Links House Estate Road 2 South Humberside Industrial Estate Grimsby North East Lincolnshire DN31 2TG</p> <p>Centrica Storage Limited Venture House 42-54 London Road Staines Middlesex TW18 4HF</p> <p>Den Hartogh UK Limited Den Hartogh Building Station Road South Killingholme Immingham DN40 3ED</p> <p>Truck Links Limited Estate Road 2 South Humberside Industrial Estate Grimsby North East Lincolnshire DN31 2TG</p>
03006	All interests in 19077.06 square metres of land comprising trees, hedgerows, grassland (recreation land) and premises, to the east of Rosper Road, South Killingholme, Immingham.		<p>Bethany Jayne Limited Links House Estate Road 2 South Humberside Industrial Estate Grimsby North East Lincolnshire DN31 2TG</p> <p>Centrica Storage Limited Venture House 42-54 London Road Staines Middlesex TW18 4HF</p> <p>Den Hartogh UK Limited Den Hartogh Building Station Road South Killingholme Immingham DN40 3ED</p> <p>Truck Links Limited Estate Road 2 South Humberside Industrial Estate Grimsby North East Lincolnshire DN31 2TG</p>

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- (b) as a result of the order having been implemented, or
- (c) as a result of use of the land once the order has been implemented, to make a relevant claim. See section 57 (4) of the Planning Act 2008.

Number on Plan	Description of Land	Category 3 ³	
		Claimant under section 10 of the Compulsory Purchase Act 1965	Claimant under Part 1 of the Land Compensation Act 1973
03007	All interests in 131319.11 square metres of land comprising trees, shrubbery, hedgerows, drains and beds thereof, ponds and beds thereof, track, arable land and grassland, to the north of Station Road, South Killingholme, Immingham.		<p>Bethany Jayne Limited Links House Estate Road 2 South Humberside Industrial Estate Grimsby North East Lincolnshire DN31 2TG</p> <p>Centrica Storage Limited Venture House 42-54 London Road Staines Middlesex TW18 4HF</p> <p>Den Hartogh UK Limited Den Hartogh Building Station Road South Killingholme Immingham DN40 3ED</p> <p>Truck Links Limited Estate Road 2 South Humberside Industrial Estate Grimsby North East Lincolnshire DN31 2TG</p>
03008	All interests in 20247.83 square metres of land comprising trees, shrubbery, hedgerows, drains and beds thereof, track, grassland and small livestock premises, to the north of Station Road, South Killingholme, Immingham.		<p>Bethany Jayne Limited Links House Estate Road 2 South Humberside Industrial Estate Grimsby North East Lincolnshire DN31 2TG</p> <p>Centrica Storage Limited Venture House 42-54 London Road Staines Middlesex TW18 4HF</p> <p>Den Hartogh UK Limited Den Hartogh Building Station Road South Killingholme Immingham DN40 3ED</p> <p>Truck Links Limited Estate Road 2 South Humberside Industrial Estate Grimsby North East Lincolnshire DN31 2TG</p>

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- (a) as a result of the implementing of the order,
- (b) as a result of the order having been implemented, or
- (c) as a result of use of the land once the order has been implemented, to make a relevant claim. See section 57 (4) of the Planning Act 2008.

Number on Plan	Description of Land	Category 3 ³	
		Claimant under section 10 of the Compulsory Purchase Act 1965	Claimant under Part 1 of the Land Compensation Act 1973
03009	All interests in 11964.77 square metres of land comprising private road (Station Road), grass verges, hedgerows, drain and bed thereof and hardstanding, Station Road, South Killingholme, Immingham.	<p>Bethany Jayne Limited Links House Estate Road 2 South Humberside Industrial Estate Grimsby North East Lincolnshire DN31 2TG</p> <p>Centrica Storage Limited Venture House 42-54 London Road Staines Middlesex TW18 4HF</p> <p>Den Hartogh UK Limited Den Hartogh Building Station Road South Killingholme Immingham DN40 3ED</p> <p>Truck Links Limited Estate Road 2 South Humberside Industrial Estate Grimsby North East Lincolnshire DN31 2TG</p>	
03010	All interests in 6821.67 square metres of land comprising trees, shrubbery, hedgerows, scrubland, storage yard and hardstanding, Station Road, South Killingholme, Immingham.		<p>Bethany Jayne Limited Links House Estate Road 2 South Humberside Industrial Estate Grimsby North East Lincolnshire DN31 2TG</p> <p>Centrica Storage Limited Venture House 42-54 London Road Staines Middlesex TW18 4HF</p> <p>Den Hartogh UK Limited Den Hartogh Building Station Road South Killingholme Immingham DN40 3ED</p> <p>Truck Links Limited Estate Road 2 South Humberside Industrial Estate Grimsby North East Lincolnshire DN31 2TG</p>

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- (a) as a result of the implementing of the order,
- (b) as a result of the order having been implemented, or
- (c) as a result of use of the land once the order has been implemented, to make a relevant claim. See section 57 (4) of the Planning Act 2008.

Number on Plan	Description of Land	Category 3 ³	
		Claimant under section 10 of the Compulsory Purchase Act 1965	Claimant under Part 1 of the Land Compensation Act 1973
03017	All interests in 53011.23 square metres of land comprising trees, shrubbery, drains and beds thereof, sloping masonry river wall, public footpath (FP 50), arable land and grassland, to the north of Killingholme Marshes, South Killingholme, Immingham.		<p>Bethany Jayne Limited Links House Estate Road 2 South Humberside Industrial Estate Grimsby North East Lincolnshire DN31 2TG</p> <p>Centrica Storage Limited Venture House 42-54 London Road Staines Middlesex TW18 4HF</p> <p>Den Hartogh UK Limited Den Hartogh Building Station Road South Killingholme Immingham DN40 3ED</p> <p>Truck Links Limited Estate Road 2 South Humberside Industrial Estate Grimsby North East Lincolnshire DN31 2TG</p>
03018	All interests in 763.08 square metres of land comprising trees, shrubbery and drain and bed thereof, to the north of Killingholme Marshes, South Killingholme, Immingham.		<p>Bethany Jayne Limited Links House Estate Road 2 South Humberside Industrial Estate Grimsby North East Lincolnshire DN31 2TG</p> <p>Centrica Storage Limited Venture House 42-54 London Road Staines Middlesex TW18 4HF</p> <p>Den Hartogh UK Limited Den Hartogh Building Station Road South Killingholme Immingham DN40 3ED</p> <p>Truck Links Limited Estate Road 2 South Humberside Industrial Estate Grimsby North East Lincolnshire DN31 2TG</p>

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- (a) as a result of the implementing of the order,
 - (b) as a result of the order having been implemented, or
 - (c) as a result of use of the land once the order has been implemented,
- to make a relevant claim. See section 57 (4) of the Planning Act 2008.

Number on Plan	Description of Land	Category 3 ³	
		Claimant under section 10 of the Compulsory Purchase Act 1965	Claimant under Part 1 of the Land Compensation Act 1973
03019	All interests in 41382.82 square metres of land comprising trees, shrubbery, hedgerows, grassland (Killingholme Marshes), hardstanding and private road (Station Road), Killingholme Marshes, South Killingholme, Immingham.		<p>Bethany Jayne Limited Links House Estate Road 2 South Humberside Industrial Estate Grimsby North East Lincolnshire DN31 2TG</p> <p>Centrica Storage Limited Venture House 42-54 London Road Staines Middlesex TW18 4HF</p> <p>Den Hartogh UK Limited Den Hartogh Building Station Road South Killingholme Immingham DN40 3ED</p> <p>Truck Links Limited Estate Road 2 South Humberside Industrial Estate Grimsby North East Lincolnshire DN31 2TG</p>
03020	All interests in 47886.48 square metres of land comprising trees, shrubbery, hedgerows, grassland (Killingholme Marshes), drains and beds thereof, Killingholme Marshes, South Killingholme, Immingham.		<p>Bethany Jayne Limited Links House Estate Road 2 South Humberside Industrial Estate Grimsby North East Lincolnshire DN31 2TG</p> <p>Centrica Storage Limited Venture House 42-54 London Road Staines Middlesex TW18 4HF</p> <p>Den Hartogh UK Limited Den Hartogh Building Station Road South Killingholme Immingham DN40 3ED</p> <p>Truck Links Limited Estate Road 2 South Humberside Industrial Estate Grimsby North East Lincolnshire DN31 2TG</p>

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 - (c) as a result of use of the land once the order has been implemented,
- to make a relevant claim. See section 57 (4) of the Planning Act 2008.