



# MetroWest+

## Portishead Branch Line (MetroWest Phase 1)

TR040011

Applicant: North Somerset District Council

9.64 ExA.FI.D7.V1 – Section 127 Position Statement

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Version: 1

Date: April 2021

**Applicant's case under S127 and S138 Planning Act 2008 and**

**Status of Negotiations with Statutory Undertakers – 14 April 2021**

At Deadline 5, the Applicant provided a progress report on the status of negotiations with each of the Statutory Undertakers listed in the Book of Reference, in response to **EXQ2 Written Question CA.2.2** - *"Provide a progress report on negotiations with each of the Statutory Undertakers listed in the Book of Reference (BoR) [APP-057] and an indication of whether these negotiations will be completed before the close of the Examination..."* (see document reference 9.33 ExA.WQ2R.D5.V1/REP5-029).

At the second Compulsory Acquisition Hearing, the ExA asked for Bristol Port and the Environment Agency to be added to the below Progress Report and for an update of this Report to be submitted at Deadline 6. The Applicant has also included Network Rail.

Table 1 below is a summary of the up-to-date position with the Statutory Undertakers as at Deadline 7.

The Applicant has included additional information regarding S127 being engaged and the Applicant's position on the application of S127 and S138 of the 2008 Act, including where, in Schedule 16 of the Deadline 7 draft DCO the relevant protection for undertakers may be found.

Additional comments are made in the 3 appendices following the table, in relation to:

- Exolum Pipelines Limited (Schedule 1),
- National Grid Electricity Transmission PLC (Schedule 2), and
- Bristol Port Company (Schedule 3).

**Table 1: Summary of the up-to-date position with the Statutory Undertakers as at Deadline 7**

Company	Utility	Representation made/S127 Engaged?	Status of Discussions/ Applicant's position on S127/ S138	Bespoke Protective Provisions in the DCO	Private Agreement	Estimate of the timescale for securing agreement	Envisaged impediments to the securing of such agreements
Bristol Water PLC	Water	No  S127 not engaged	<p>No Statement of Common Ground in circulation, however detailed discussions have taken place but have concentrated on protective provisions.</p> <p>Following the Applicant providing a draft protective agreement, Bristol Water has since provided alternative terms which the Applicant is currently considering.</p> <p>Schedule 16 part 2 para 26 and 27 apply to relevant rights and relevant apparatus for the Purposes of S138 of the 2008 Act.</p>	No	Yes	Post end of the examination	None

			The Applicant anticipates that this will be completed before the end of the examination.				
Exolum Pipeline System Ltd (formerly CLH Pipeline System Ltd)	Fuel pipeline	Yes  S127 applies	<p>Discussions have taken place but have concentrated on a private agreement.</p> <p>A draft agreement has been reviewed by Exolum's legal representatives and comments returned. These comments have been considered by the Applicant in consultation with Network Rail. Further responses were provided to Exolum.</p> <p>Protective provisions for the benefit of Exolum have been included in the dDCO. See Part 6 of schedule 16 of the draft Order.</p> <p>Schedule 16 part 6 para 74 and 75 apply to relevant rights and relevant apparatus for the Purposes of S138 of the 2008 Act.</p>	Yes	Yes	Post end of the examination	None



			<p>The Applicant believes the protective provision deal with all of the points made by Exolum for there to be no serious detriment to Exolum's undertaking. See Schedule 1.</p> <p>Negotiations are ongoing.</p>				
GTC Pipelines Limited	Gas	<p>No</p> <p>S127 not engaged</p>	<p>The impact on GTC Pipelines apparatus is minimal and any works in close proximity will be dealt with via the New Roads and Street Works Act (1991) C3 (budget estimate) and C4 (detailed estimate) process prior to construction starting. Standard Protective Provisions for Gas Undertakers are included at Schedule 16, Part 2 of the draft DCO (document reference 3.1).</p>	No	No	N/A	N/A

			Schedule 16 part 2 para 26 and 27 apply to relevant rights and relevant apparatus for the Purposes of S138 of the 2008 Act.				
National Grid Electricity Transmission PLC	Electricity Transmission	Yes	<p>A Statement of Common Ground is largely agreed but not yet signed.</p> <p>A draft agreement has been circulated.</p> <p>NGET has proposed the inclusion of its own form of protective provisions. The Applicant does not believe the provisions proposed by NGET are proportionate. The Applicant has included its own form of Protective Provisions in the deadline 7 draft Order. NGET and the Applicant aim to discuss the draft protective provisions before the close of the examination.</p> <p>Schedule 16 part 8 para 97 and 98 apply to</p>	No	Yes	Post end of the examination	None

			<p>relevant rights and relevant apparatus for the Purposes of S138 of the 2008 Act.</p> <p>See further details in Schedule 2.</p>				
Openreach (British Telecommunications) PLC	Telecommunications	<p>No</p> <p>S127 not engaged</p>	<p>A Statement of Common Ground is agreed and signed. However it needs to be corrected in one paragraph. Openreach will rely on the standard Protection for Operators of Electronic Communications Code Networks included in Schedule 16, part 3 of the draft DCO (document reference 3.1). Schedule 16 part 3 para 34 applies to relevant rights and relevant apparatus for the Purposes of S138 of the 2008 Act.</p>	No	No	N/A	N/A
Wales and West Utilities Limited	Gas	<p>No</p> <p>S127 not engaged</p>	<p>No Statement of Common Ground in circulation, however detailed discussions have taken place but</p>	Yes	No	April 2021	None

			<p>have concentrated on protective provisions.</p> <p>Wales and West Utilities has provided the Applicant with bespoke protective provisions. The Applicant has reviewed these in consultation with Network Rail.</p> <p>The Applicant has included an amended version of the Protective Provisions in the deadline 7 draft DCO. See Part 9 of Schedule 16.</p> <p>Schedule 16 part 9 para 115 and 116 apply to relevant rights and relevant apparatus for the Purposes of S138 of the 2008 Act.</p>				
Wessex Water Limited	Sewerage	No S127 not engaged	<p>A Statement of Common Ground has been agreed between the parties.</p> <p>Draft Heads of Terms have been issued for the acquisition of Wessex</p>	No	yes	After the close of the examination	None

			<p>Water land. These are being reviewed by Wessex Water.</p> <p>Schedule 16 part 2 para 26 and 27 apply to relevant rights and relevant apparatus for the Purposes of S138 of the 2008 Act.</p>				
Western Power Distribution PLC	Electricity Distribution	Yes	<p>A draft Statement of Common Ground has been issued to WPD but is not yet agreed.</p> <p>The Applicant and Network Rail are seeking further discussions with WPD and its legal representatives to progress the issues raised by WPD in its written submissions to the examination.</p> <p>Protective provisions are included in the dDCO but these, and a side agreement are still being negotiated between the parties.</p>	Yes	Yes	After the close of the examination	None

			<p>The Applicant has included its preferred version of the protective provisions – see Part 7 of Schedule 16 of the draft Order.</p> <p>The only issue not agreed for the protective provisions relates to how existing agreements for existing crossings over Network Rail's operational railway are dealt with. It is the Applicant's and Network Rail's position that where existing agreements manage the relationship between WPD and Network Rail those agreements should enure.</p> <p>Schedule 16 part 7 paras 83 and 84 apply to relevant rights and relevant apparatus for the Purposes of S138 of the 2008 Act.</p>				
Vodafone Limited	Telecommunications	No	The impact on Vodafone apparatus is minimal and any works in close proximity will be dealt	No	No	N/A	N/A

		S127 not engaged	<p>with via the New Roads and Street Works Act (1991) C3 (budget estimate) and C4 (detailed estimate) process prior to construction starting. Vodafone will rely on the standard Protection for Operators of Electronic Communications Code Networks included in Schedule 16, Part 3 of the draft DCO (document reference 3.1).</p> <p>Schedule 16 part 3 para 34 applies to relevant rights and relevant apparatus for the Purposes of S138 of the 2008 Act.</p>				
Virgin Media Limited	Telecommunications	<p>No</p> <p>S127 not engaged</p>	<p>The impact on Virgin Media apparatus is minimal and any works in close proximity will be dealt with via the New Roads and Street Works Act (1991) C3 (budget estimate) and C4 (detailed estimate) process prior to</p>	No	No	N/A	N/A

			<p>construction starting. Virgin Media will rely on the standard Protection for Operators of Electronic Communications Code Networks included in Schedule 16, Part 3 of the draft DCO (document reference 3.1).</p> <p>Schedule 16 part 3 para 34 applies to relevant rights and relevant apparatus for the Purposes of S138 of the 2008 Act.</p>				
Bristol Port Company (BPC)	Transport	<p>Yes</p> <p>S127 Applies.</p>	<p>The Applicant has included protective provisions for the benefit of the Bristol Port Company. BPC will propose its own protective provisions but these are not accepted by the Applicant.</p> <p>The parties have however worked together to reach as</p>	Yes	Yes	April 2021	None



			<p>much commonality as possible.</p> <p>See part 5 of Schedule 16 to the Draft Order for the Applicant's preferred protective provisions.</p> <p>The Applicant provides further detail of progress at Schedule 3.</p> <p>The parties have engaged in negotiations for an agreement between the Applicant, Network Rail and the Port in relation to the use of Port land for the Scheme. It is hoped these will continue after the close of the examination.</p> <p>The Applicant's response to the ExA's Rule 17 request at response 1 to the questions raised by the ExA in relation to BPC, summarises the Applicant's position on the outstanding points between the parties and why the Applicant does not believe serious detriment arises in</p>				
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			<p>relation to the outstanding issues.</p> <p>Schedule 16 part 5 paras 51 and 67 apply to relevant rights and relevant apparatus for the Purposes of S138 of the 2008 Act.</p>				
Environment Agency	Environment	yes	<p>The Applicant has included protective provisions in the deadline 7 draft DCO for the benefit of the Environment Agency. These are now agreed with the Environment Agency. See Part 4 of schedule 16 of the draft Order.</p> <p>A SoCG is to be finalised before the end of the examination.</p>	Yes	No	April 2021	None
Network Rail Infrastructure Limited	Transport	No	<p>SoCG to be submitted at Deadline 7.</p> <p>Protective provisions for the protection of Network Rail have been</p>	Yes	No	Agreed	None

			<p>included in the draft DCO at Schedule 16, Part 1 (document reference: 3.1).</p> <p>Schedule 16 part 1 para 4 applies to relevant rights and relevant apparatus for the Purposes of S138 of the 2008 Act.</p>				
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#### Appendices:

Schedule 1: Detailed comments on Exolum Pipeline Systems Limited

Schedule 2: Detailed comments on National Grid Electricity Transmission PLC

Schedule 3: Detailed comments on Bristol Port Company

**Schedule 1: Detailed comments on Exolum Pipeline System Limited**

## **The Portishead Branch line (MetroWest Phase 1) Order**

### **Exolum Ltd (formerly CLH Pipeline System (CLH-PLS) Ltd): Applicant's position regarding S127 Planning Act 2008 and Schedule 16 of draft DCO**

#### **1. Introduction**

In this note the following definitions are used:

- Applicant - North Somerset District Council as applicant for MetroWest Order
- MetroWest Order - The proposed Portishead Branch line (MetroWest Phase 1) Order
- EL- Exolum Ltd

Application documents referred to are documents submitted for the application for the MetroWest Order unless otherwise indicated.

#### **2. Applicant's position regarding the proposed interaction with EL:**

- 2.1 The Applicant provides comments on EL's Written Representation dated 12 October 2020, together with a discussion of the Protective Provisions it has included in the Deadline 7 draft Order, in Table 1 to be found at Section 4 of this document.
- 2.2 Appendix 1 of this document shows a clean version of the Protective Provisions the Applicant has included in the Deadline 7 draft Order.
- 2.3 The Applicant has analysed the entries in the Applicant's Book of Reference and provided an extract of this detailing where EL has an interest scheduled in the Book of Reference at Appendix 2 of this document.

#### **3. Applicant's position on S127 of Planning Act 2008**

The Applicant included Protective Provisions for the specific benefit of EL. EL's Written Representation dated 12 October 2020 raised additional points not in the submitted dDCO Schedule 16, part 6. The Applicant had hoped to deal with the additional items by agreement but the agreement, whilst progressing, is not concluded. Accordingly at deadline 7 the Applicant seeks to include additional protections for the benefit of EL. The Deadline 7 dDCO at schedule 16, part 6 reflects this.

#### **4. Comments on EL's Protective Provisions and Written Representation dated 12 October 2020**

- 4.1 The Applicant is content to include its own version protective provisions protecting EL in Schedule 16 to the Order. These are considered by the Applicant to provide sufficient protection on all matters contained in EL's Written Representation dated 12 October 2020.
- 4.2 A clean copy of the protective provisions so changed is also provided at Appendix 2. The version in Appendix 2 is now also included in Schedule 16 to the deadline 7 version of the dDCO.

**Table 1: Applicant's comments on EL's Written Representation (WR) and protective provisions:**

Requirement of CLH in WR dated 12 October 2020	Is this in the PPs (Part 6 of Schedule 16)?
<p>To prevent the Promoter from acquiring or frustrating CLH's rights in respect of its apparatus or any of its rights in land unless by agreement with CLH;</p>	<p>In part.</p> <p>Para 74 restricts the undertaker from acquiring any apparatus without EL consent but this does not extend to EL land. (Note that no land held freehold by EL is within Order Limits). The freehold acquisition land within Order limits in which EL holds an interest and on which works will be constructed is already owned by the Applicant.</p> <p>The freehold land to be acquired compulsorily in plots 03/30, 03/32, 03/33 is sought for ecological mitigation purposes only.</p>

	Paragraph 75 deals with the undertaker acquiring any interest in land in which the apparatus is required but it does not require the consent of EL.
To restrict the Promoter's ability to obstruct access to the apparatus or otherwise interfere with CLH's ability to carry out its functions as an oil pipeline operator;	Yes - Para 75(2) makes clear where the undertaker acquires any interest in land in which the apparatus sits, any right of CLH to maintain the apparatus must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of CLH.
Should the Promoter require removal of CLH's apparatus, to afford CLH sufficient notice, sufficient details of the proposed new position of the apparatus and the rights to construct suitable alternative apparatus;	<p>In part. Para 70(2) deals with the undertaker requiring removal of apparatus. The undertaker is to provide EL with written notice of the requirement, together with a plan and section of the work proposed.</p> <p>If EL needs any new rights in land as a result of moving apparatus, EL is to use its reasonable endeavours to obtain the necessary facilities and rights in the land – there is no obligation on the undertaker to do this.</p> <p>No relocation of EL apparatus is proposed.</p>

<p>To ensure CLH is provided with sufficient notice and detail to assess any works that the Promoter intends to carry out within 15m of any part of CLH's apparatus, for example to determine whether protective works or monitoring of adjoining activities or works are necessary;</p>	<p>Paragraph 76(1), which states that not less than 28 days before starting any works the undertaker is to submit a plan, section and description of the works to be executed.</p> <p>And then at Schedule 16, paragraph 76(2) in drafting that seeks to closely meet EL's request.</p> <p>CLH does not have any rights to approve the works, but can propose reasonable requirements, which must be received by the undertaker within 28 days from the date CLH receives the plan, section and description from the undertaker.</p>
<p>where considered necessary by CLH or the Promoter, to ensure tests are undertaken to determine any interference to cathodic protection;</p>	<p>Yes, at Schedule 16, paragraph 76(8).</p>
<p>To ensure that the Promoter secures any land which is required to accommodate any alternative apparatus required in the event that a diversion to the existing pipelines is required as a result of the Promotor's scheme</p>	<p>Yes – see paragraph 75(3) – undertaker is to secure the necessary facilities and rights in land in which the alternative apparatus is to be constructed.</p>



<p>To indemnify CLH against all losses, damage, liability, costs and expenses incurred as a result of the Promoter's works, including CLH's costs of stopping and restoring supply through its apparatus, and to ensure CLH remains neutral in cashflow;</p>	<p>No. This is a matter for negotiation and inclusion in a separate agreement.</p>
<p>To include a covenant on the part of Network Rail to comply with the obligations of any protective provisions agreement, as successor to the Promotor.</p>	<p>No. The existing relationship between the parties (where Exolum has a pipe under NSC's land - which will be transferred to Network Rail) need not be improved upon. The Parties are however negotiating an agreement that could cover this point.</p>
<p>To require the Promoter to enter into a works agreement, to govern the roles and responsibilities of the parties, for example in the event of complex or technical works to the apparatus or alternative, where reasonably required by CLH; and</p>	<p>No. The Parties are however negotiating an agreement that would cover this point appropriately.</p>

<p>To ensure the Promoter suspends works on the Scheme on receipt of notice from CLH in the event of an emergency, including at the behest of Her Majesty's Government, the Secretary of State, any other government, a domestic government agency or an international agency.</p>	<p>No. As the Applicant and Network Rail are both public authorities this is unnecessary.</p>
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**Appendix 1:**

**Clean copy of protective provisions for the benefit of EL included in the Deadline 7 Draft Development Consent Order**

## Protection for Exolum Pipeline System Ltd

**72.** The provisions of this Part have effect for the protection of the Exolum undertaker referred to in this Part unless otherwise agreed in writing between the undertaker and the Exolum undertaker.

**73.** In this Part—

“alternative apparatus” means alternative apparatus adequate to enable the Exolum undertaker to fulfil its statutory functions in a manner not less efficient than previously;

“apparatus” means the pipeline, or any part of it, belonging to or maintained by the Exolum undertaker, which is within the Order limits, and includes any structure in which that apparatus is or is to be lodged or which gives or will give access to apparatus;

“functions” includes powers and duties;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land; and

“Exolum undertaker” means Exolum Pipeline System Ltd (registered company number 09497223) or any successor in title to the Exolum undertaker in respect of the apparatus.

**74.** Despite any provision of this Order or anything shown on the land plan, the undertaker must not acquire any apparatus otherwise than by agreement.

**75.—**(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which the apparatus is placed, that apparatus must not be removed under this Part and any right of the Exolum undertaker to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the Exolum undertaker.

(2) If, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Order, the undertaker requires the removal of any apparatus placed in that land, it must give to the Exolum undertaker written notice of that requirement, together with a plan and section of the work proposed.

(3) If alternative apparatus or any part of such apparatus is to be constructed as a consequence of the removal of apparatus placed in the land referred to in sub-paragraph (2), the Exolum undertaker, must on receipt of a written notice to that effect from the undertaker, as soon as reasonably possible use its best endeavours to obtain the necessary facilities and rights in other land in which the alternative apparatus is to be constructed.

(4) The Exolum undertaker must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article **Error! Reference source not found.** (arbitration), and after the grant to the Exolum undertaker of any such facilities and rights as are referred to in sub-paragraph (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the undertaker to be removed under the provisions of this Part.

(5) Regardless of anything in sub-paragraph (4), if the undertaker gives notice in writing to the Exolum undertaker that it desires itself to execute any work, or part of any work in connection with the construction or removal of apparatus, that work, instead of being executed by the Exolum undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the Exolum undertaker.

(6) Nothing in sub-paragraph (5) authorises the undertaker to execute the placing, installation, bedding, packing, removal, connection or disconnection of any apparatus, or execute any filling around the apparatus (where the apparatus is laid in a trench) within 300 millimetres of the apparatus.

**76.**—(1) Not less than 28 days before starting the execution of any works of the type referred to in paragraph 75(2) that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under that sub-paragraph, the undertaker must submit to the Exolum undertaker a plan, section and description of the works to be executed.

(2) Those works must be executed only in accordance with the plan, section and description submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by the Exolum undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the Exolum undertaker is entitled to watch and inspect the execution of those works.

(3) In relation to works which will or may be situated on, over, under or within 15 metres measured in any direction of the apparatus or (wherever situated) will impose any load directly upon the apparatus or involve embankment works within 15 metres of the apparatus, the information to be submitted to the Exolum undertaker under sub-paragraph 76(1) shall be submitted not less than 35 days before the works are started and shall include a method statement describing:

- (a) the exact position of the works;
- (b) the level at which the works are to be constructed or renewed;
- (c) the manner of their construction or renewal;
- (d) the position of the apparatus; and
- (e) by way of detailed drawings, every alteration proposed to be made to the apparatus

to permit the Exolum undertaker to assess whether any protective works or monitoring of adjoining activities or works are necessary, acting reasonably.

(4) Any requirements made by the Exolum undertaker under sub-paragraph (2) must be made within a period of 28 days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(5) If the Exolum undertaker in accordance with sub-paragraph (4) and in consequence of the works proposed by the undertaker, reasonably requires the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraph 75 applies as if the removal of the apparatus had been required by the undertaker under sub-paragraph (2) of that paragraph.

(6) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any works, a new plan, section and description instead of the plan, section and description previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan, section and description.

(7) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case it must give to the Exolum undertaker notice as soon as is reasonably practicable and a plan, section and description of the works referred to in sub-paragraph (1) as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) and sub-paragraph (3) in so far as is reasonably practicable in the circumstances.

(8) Where, in the reasonable opinion of the Exolum undertaker or the undertaker, anything done in the exercise of the powers conferred by this Order might interfere with the cathodic protection forming part of apparatus or any apparatus might interfere with the proposed or existing cathodic protection forming part of the undertaker's works, the Exolum undertaker and the undertaker must co-operate in carrying out any tests which they consider reasonably necessary for ascertaining the nature and extent of such interference, and measures reasonably necessary for providing or preserving such cathodic protection.

**77.**—(1) Subject to the following provisions of this paragraph, the undertaker must repay to the Exolum undertaker the proper and reasonable expenses reasonably incurred by the Exolum undertaker in, or in connection with, the inspection, removal, alteration or protection of any apparatus.

(2) The value of any apparatus removed under the provisions of this Part of the Schedule is to be deducted from any sum payable under paragraph 77(1), that value being calculated after removal.

**78.**—(1) If in accordance with the provisions of this Part—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was, and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the undertaker or, in default of agreement, is not determined by arbitration in accordance with article **Error! Reference source not found.** (arbitration) to be necessary, then, if such placing involves cost in the construction of works under this Part exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to the Exolum undertaker by virtue of paragraph 77(1) is to be reduced by the amount of that excess.

(2) For the purposes of sub-paragraph (1), the extension of the apparatus to a length greater than the length of the existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus.

(3) An amount which apart from this sub-paragraph would be payable to the Exolum undertaker in respect of works by virtue of paragraph 77(1) must, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on the Exolum undertaker any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

Nothing in this Part of this Schedule affects the provisions of any enactment or agreement regulating the relations between the undertaker or Network Rail and the Exolum undertaker in respect of any apparatus laid or erected in land belonging to the undertaker or Network Rail on the date on which this Order is made.

**Appendix 2:**

**Extract of Part 1 of Book of Reference listing plots in which EL appears**

Number on Plan	Description of Land	Category 1 <sup>1</sup> owners			Applicant's position on S127 Planning Act 2008
		Freehold or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
01/05	184.28 square metres of footpath, grassland and shrubbery; south of Harbour Road and north east of Old Mill Road, Portishead  <i>(ST275850 – Freehold)</i>	North Somerset Council  Town Hall  Walliscote Grove Road  Weston-super-Mare  BS23 1UJ	-	Exolum Pipeline System Ltd  69 Wilson Street  London  EC2A 2BB  <i>(Co. Reg. – 09497223)</i>  (in respect of high-pressure gas pipeline and associated apparatus)	The Applicant believes the pipeline is substantially south of the Order lands, and south of Wyndham Way Portishead. S127 not engaged and no serious detriment.

Number on Plan	Description of Land	Category 1 <sup>1</sup> owners			Applicant's position on S127 Planning Act 2008
		Freehold or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
01/16	671.42 square metres of grassland and shrubbery east of Portbury Ditch watercourse, Portishead  (ST237350 – Freehold)	Ideal Developments Limited  Persimmon House  Fulford  York  YO19 4FE  (Co. Reg. – 00818490)	-	Exolum Pipeline System Ltd  69 Wilson Street  London  EC2A 2BB  (Co. Reg. – 09497223)  (in respect of high-pressure gas pipeline and associated apparatus)	The Applicant believes the pipeline is substantially south of the Order lands, and south of Wyndham Way Portishead. S127 not engaged and no serious detriment.
02/140	3272.65 square metres of grassland, shrubbery, tracks and drains forming part of the disused railway corridor; east of the highway of Sheepway, Portbury  (ST275850 – Freehold)	North Somerset Council  Town Hall  Walliscote Grove Road  Weston-super-Mare  BS23 1UJ	-	Exolum Pipeline System Ltd  69 Wilson Street  London  EC2A 2BB  (Co. Reg. – 09497223)	Pipeline within plot. Protective Provisions apply



Number on Plan	Description of Land	Category 1 <sup>1</sup> owners			Applicant's position on S127 Planning Act 2008
		Freehold or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
				(in respect of high-pressure gas pipeline and associated apparatus)	
02/141	910.16 square metres of arable land and shrubbery adjacent to the disused railway corridor; north of The Portbury Hundred (A369), Portbury  (ST243217 – Freehold)	Kevin Browning 34 Hollis Avenue Portishead Bristol BS20 6TQ  Kevin Browning Global Tunnelling Experts Unit 2 Gordano Court Serbert Close Portishead Bristol	-	Exolum Pipeline System Ltd  69 Wilson Street  London EC2A 2BB (Co. Reg. – 09497223)  (in respect of high-pressure gas pipeline and associated apparatus)	Pipeline within plot. Protective Provisions apply

Number on Plan	Description of Land	Category 1 <sup>1</sup> owners			Applicant's position on S127 Planning Act 2008
		Freehold or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
		BS20 7FS			
02/145	6071.38 square metres of arable land, grassland, trees and shrubbery, south of the disused railway corridor and east of the highway of Sheepway, Portbury  (ST249141 – Freehold)	Donald Allan Cameron 3 The Knoll Portishead North Somerset BS20 7NU  Oakfield Trustees Limited 4th Floor Portwall Place Portwall Lane Bristol BS1 6NA (Co. Reg. – 02868425)	-	Exolum Pipeline System Ltd  69 Wilson Street  London  EC2A 2BB  (Co. Reg. – 09497223)  (in respect of high-pressure gas pipeline and associated apparatus)	Pipeline within plot. Protective Provisions apply

Number on Plan	Description of Land	Category 1 <sup>1</sup> owners			Applicant's position on S127 Planning Act 2008
		Freehold or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
		Cameron Balloons Directors Pension Fund c/o Donald Allan Cameron 3 The Knoll Portishead North Somerset BS20 7NU			
03/30	43948.84 square metres of arable land and shrubbery north of the disused railway corridor; west of the highway of Sheepway, Portbury and overhead electricity lines  (ST243217 – Freehold)	Kevin Browning 34 Hollis Avenue Portishead Bristol BS20 6TQ  Kevin Browning Global Tunnelling Experts	-	Exolum Pipeline System Ltd  69 Wilson Street  London  EC2A 2BB  (Co. Reg. – 09497223)  (in respect of high-pressure gas pipeline and associated apparatus)	Pipeline within plot. Protective Provisions apply

Number on Plan	Description of Land	Category 1 <sup>1</sup> owners			Applicant's position on S127 Planning Act 2008
		Freehold or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
		Unit 2 Gordano Court Serbert Close Portishead Bristol BS20 7FS			
03/32	2755.15 square metres of track, arable land and shrubbery north of the disused railway corridor, west of the highway of Sheepway, Portbury and overhead electricity lines  (ST243217 – Freehold)	Kevin Browning 34 Hollis Avenue Portishead Bristol BS20 6TQ  Kevin Browning Global Tunnelling Experts Unit 2 Gordano Court Serbert Close	-	Exolum Pipeline System Ltd  69 Wilson Street  London  EC2A 2BB  (Co. Reg. – 09497223)  (in respect of high-pressure gas pipeline and associated apparatus)	Pipeline within plot. Protective Provisions apply

Number on Plan	Description of Land	Category 1 <sup>1</sup> owners			Applicant's position on S127 Planning Act 2008
		Freehold or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
		Portishead Bristol BS20 7FS			
03/33	51.87 square meters of the highway of Sheepway at the entrance of Elm Tree Farm, Portbury  (Unregistered)	Unregistered  Unregistered / Unknown (in respect of subsoil to half width of highway)  North Somerset Council Town Hall Walliscote Grove Road Weston-super-Mare BS23 1UJ (as highway authority)	-	Exolum Pipeline System Ltd  69 Wilson Street  London  EC2A 2BB  (Co. Reg. – 09497223)  (in respect of high-pressure gas pipeline and associated apparatus)	Pipeline within plot. Protective Provisions apply

Number on Plan	Description of Land	Category 1 <sup>1</sup> owners			Applicant's position on S127 Planning Act 2008
		Freehold or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
05/112	5875.91 square metres of grassland, trees, shrubbery, part of public footpath (LA8/68/10) and part of public bridleway (LA8/67/10); north of the disused railway corridor and east of Marsh Lane, Easton in Gordano  (AV236684 – Freehold) (AV213537 – Leasehold)	First Corporate Shipping Limited  t/a Bristol Port Company c/o Christopher Tite  Wedlake Bell LLP  t/a The Bristol Port Company  Floor 8  71 Queen Victoria Street  London  EC4V 4AY  (Co. Reg. - 02542406)	First Corporate Shipping Limited  t/a Bristol Port Company c/o Christopher Tite  Wedlake Bell LLP  t/a The Bristol Port Company  Floor 8  71 Queen Victoria Street  London  EC4V 4AY  (Co. Reg. - 02542406)	Exolum Pipeline System Ltd  69 Wilson Street  London  EC2A 2BB  (Co. Reg. – 09497223)  (in respect of high-pressure gas pipeline and associated apparatus)	Marsh Lane track used for access to EL's pipeline on neighbouring land. Protective Provisions apply.
05/165	788.56 square metres of tracks, trees, grassland and	First Corporate Shipping Limited	First Corporate Shipping Limited	Exolum Pipeline System Ltd	Pipeline within plot. Protective Provisions apply

Number on Plan	Description of Land	Category 1 <sup>1</sup> owners			Applicant's position on S127 Planning Act 2008
		Freehold or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
	shrubbery below the M5 Avonmouth Bridge and north of the disused railway corridor, Easton in Gordano and forming part of the railway line servicing Royal Portbury Dock, excluding the M5 motorway and M5 Avonmouth Bridge structure  (AV236684 – Freehold) (AV213537 – Leasehold)	t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)	t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)	69 Wilson Street London EC2A 2BB (Co. Reg. – 09497223) (in respect of high-pressure gas pipeline and associated apparatus)	
05/170	7417.75 square metres of grassland below the M5 Avonmouth Bridge; excluding structure of M5 Avonmouth Bridge and airspace above; north of the disused railway	First Corporate Shipping Limited t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP	First Corporate Shipping Limited t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP	Exolum Pipeline System Ltd 69 Wilson Street London EC2A 2BB	Pipeline within plot. Protective Provisions apply

Number on Plan	Description of Land	Category 1 <sup>1</sup> owners			Applicant's position on S127 Planning Act 2008
		Freehold or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
	corridor, Easton in Gordano  (AV236684 – Freehold) (AV213537 – Leasehold)	t/a The Bristol Port Company  Floor 8  71 Queen Victoria Street  London  EC4V 4AY  (Co. Reg. - 02542406)	t/a The Bristol Port Company  Floor 8  71 Queen Victoria Street  London  EC4V 4AY  (Co. Reg. - 02542406)	(Co. Reg. – 09497223)  (in respect of high-pressure gas pipeline and associated apparatus)	
05/171	342.85 square metres of tracks, trees, grassland and shrubbery excluding the structure of the M5 Avonmouth Bridge and airspace above; north of the disused railway corridor, Easton in Gordano and forming the railway line servicing Royal Portbury Dock, Easton in Gordano	First Corporate Shipping Limited  t/a Bristol Port Company  c/o Christopher Tite  Wedlake Bell LLP  t/a The Bristol Port Company  Floor 8  71 Queen Victoria Street	First Corporate Shipping Limited  t/a Bristol Port Company  c/o Christopher Tite  Wedlake Bell LLP  t/a The Bristol Port Company  Floor 8  71 Queen Victoria Street	Exolum Pipeline System Ltd  69 Wilson Street  London  EC2A 2BB  (Co. Reg. – 09497223)  (in respect of high pressure gas pipeline and associated apparatus)	Pipeline within plot. Protective Provisions apply



Number on Plan	Description of Land	Category 1 <sup>1</sup> owners			Applicant's position on S127 Planning Act 2008
		Freehold or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	
	(AV236684 – Freehold) (AV213537 – Leasehold)	London EC4V 4AY (Co. Reg. - 02542406)	London EC4V 4AY (Co. Reg. - 02542406)		
06/25	3114.42 square metres of tracks, trees, grassland and shrubbery forming part of the railway line servicing Royal Portbury Dock, Easton in Gordano; west of Avon Road, Pill  (AV236684 – Freehold) (AV213537 – Leasehold)	First Corporate Shipping Limited t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)	First Corporate Shipping Limited t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)	Exolum Pipeline System Ltd 69 Wilson Street London EC2A 2BB (Co. Reg. – 09497223)  (in respect of high-pressure gas pipeline and associated apparatus)	Pipeline within plot. Protective Provisions apply.

Number on Plan	Description of Land	Category 1 <sup>1</sup> owners			Applicant's position on S127 Planning Act 2008
		Freehold or Reputed Freehold Owners	Lessees or Tenants or Reputed Lessees or Tenants	Occupiers or Reputed Occupiers	

**Schedule 2: Detailed comments on National Grid Electricity Transmission PLC**



## **The Portishead Branch line (MetroWest Phase 1) Order**

### **National Grid Electricity Transmission PLC: Applicant's position regarding S127 Planning Act 2008 and Schedule 16 of draft DCO Document No:**

#### **1. Introduction**

In this note the following definitions are used:

- Applicant - North Somerset District Council as applicant for MetroWest Order
- HPCC Order - the National Grid (Hinkley Point C Connection Project) Order 2016 as amended
- MetroWest Order - The proposed Portishead Branch line (MetroWest Phase 1) Order
- NGET - National Grid Electricity Transmission PLC
- NRIL – Network Rail Infrastructure Limited
- WPD - Western Power Distribution Limited (South West) Plc

Application documents referred to are documents submitted for the application for the MetroWest Order unless otherwise indicated.

#### **2. Applicant's position regarding the proposed interaction with NGET:**

- 2.1 The Applicant accepts that specific protective provisions for NGET's interest regarding the HPCC Order would be appropriate.
- 2.2 The Applicant provides comments on NGET's Protective Provisions, together with its own discussions of the Protective Provisions it has included in the Deadline 7 draft Order, in Table 1 to be found at Section 4 of this document.
- 2.3 To assist the Panel the Applicant has also provided at Appendix 3 comments on NGET's Deadline 6 submissions, which now reflect the Applicant's position on including Protective Provisions specific for NGET.
- 2.4 Appendix 3 of this document is a detailed commentary on NGET's Deadline 6 submission.
- 2.5 At the ExA's request, the Applicant has analysed the entries in the Applicant's Book of Reference to consider where NGET has an interest scheduled in the Book of Reference. The Applicant's commentary on the nature of these interests are included in the following paragraphs.

### **Land Plan Sheet 1 interests**

- 2.6 The Applicant has scheduled NGET as the holder of an interest in a number of plots in Sheet 1 of the Land Plans and referenced the potential interest in the relevant plots in the Applicant's Book of Reference.
- 2.7 The Applicant believes the scheduled interests on sheet 1 of the land plans are historic and relate to the previous use of the area around Portishead Dock for the Portishead A and Portishead B power stations which are no longer in existence. The Applicant has not sought to remove the scheduling of NGET as successor in title to the Central Electricity Generating Board but anticipates that no operational land or interest or apparatus of NGET survives within the areas shown on Sheet 1 of the Land Plan.

### **Land Plan Sheet 2 Interests**

- 2.8 On Sheet 2 of the Land Plan is the area around the highway of Sheepway where:
- (a) WPD's existing overhead 132kV distribution network cables will be dismantled;
  - (b) NGET's HPCC 400kV transmission cables will be erected over the MetroWest Order land; and
  - (c) a new 132kV distribution network cable for WPD will be installed to the east of the highway of Sheepway, through Shipway Gate Farm.
- 2.9 NGET is on site carrying out the WPD cable installation works. Temporary notices have been served on HPCC Order land including land held by the Applicant.
- 2.10 The Sheet 2 interests further break down as follows:
- (a) NGET has secured an option to require land held by Mr Crossman, the owner of Shipway Gate Farm; and
  - (b) the Applicant holds the freehold of the Portishead Branch Line. Temporary notices have been served by NGET on the Applicant. The Applicant requires the freehold of its land, and the closure of surface rights over the accommodation crossing at Shipway Gate Farm (Plot No. 02/125) over which NGET has indicated in the Land Plans and Book of Reference for the HPCC Order that a surface right of access is required.
- 2.11 HPCC in its Order has also been provided with the power to secure new rights to install its apparatus (and WPD's apparatus) over the Applicant's Order lands comprising 02/225 and 02/70 respectively. The Applicant is keen that surface level access rights are not exercised by NGET or WPD. The Applicant believes that the existence of highway of Sheepway and the connections north and south of the crossing of the highway of Sheepway

over the railway provides sufficient access for NGET.

- 2.12 North of the Applicant's land forming the Portishead Branch Line is a further area of Shipway Gate Farm and the Portbury Wharf Ecology Park. The Applicant seeks a small area of freehold land from the freehold owner (Ideal Developments Limited) Plot 02/105 for a small permanent maintenance compound for the benefit of Network Rail at Shipway.
- 2.13 Both NGET and the Applicant seek powers over the area to the north of the railway. The Applicant's temporary powers relate principally to ecological mitigation works – relocating species found on the disused railway, as well as providing a temporary path over part of Plot 02/37 to provide a temporary connection for those seeking to access the Portbury Wharf Ecology Park from Sheepway.
- 2.14 The Applicant believes that none of the Applicant's powers sought in relation to temporary haul roads nor ecological mitigation should impede on NGET's activities. The parties have worked on a draft Statement of Common Ground to this effect, which is not yet signed.
- 2.15 In relation to Shipway Gate Farm, the Applicant has sought powers over Plot 02/55 to provide a new access for the owners of Shipway Gate Farm to replace the accommodation crossing to be closed at 02/125.
- 2.16 To facilitate access for NGET and WPD, the Applicant has included Plot 02/121 as a permanent right of access for the two utilities. The Applicant will also provide new rights if it secures the freehold of Plot 02/55. It is hoped that agreement with the owners of Shipway Gate Farm can be reached in relation to both Plot 02/55 and 02/121 avoiding the need for compulsory powers.

#### **Historic HPCC route alignment interests**

- 2.17 The Applicant believes that a number of plots on Sheets 3 and 4 of the Applicant's Land Plan are subject to options for the benefit of NGET that relate to an alternative route for the HPCC transmission cables that was not granted development consent. The Applicant believes that these interests are no longer sought by NGET and therefore Section 127 would not apply. If the Applicant is wrong, the Protective Provisions would provide the necessary protections for NGET.

#### **Royal Portbury Dock related interests**

- 2.18 The Applicant is aware that HPCC will cross Royal Portbury Dock to the north of the Applicant's Order lands. NGET has registered the benefit of an option over the majority of the Royal Portbury Dock Estate and as a result its interest features in a number of the Applicant's Book of Reference plots on Sheets 4 and 5 of the Land Plans. The Applicant believes however there is only one direct interaction, for land that falls outside of the HPCC Order but is within the Applicant's Order land. This is the area that has become known as the "Marsh Lane Track" which is

the access owned by Bristol Port Company and forming part of a public bridleway, as well as National Cycle Network Route 26, and leads north-east from Marsh Lane, Easton in Gordano to a location under the M5 Avonmouth Bridge.

- 2.19 It is understood that NGET has secured rights for the purposes of its Order to use the Marsh Lane Access Track over the plots that principally comprise Plots 05/112, 05/105 and 05/107 of the Applicant's Land Plans. This access route, together with the temporary lands adjacent to it, are proposed to be used by the Applicant for access to its Lodway and M5 Avonmouth Bridge compounds, together with a permanent right of access for Network Rail to carry out servicing of its railway following construction of the authorised development.
- 2.20 The Applicant can confirm that it will exercise such powers as it secures over the Marsh Lane Access Track so as to permit the use of the access track by NGET for the purposes by NGET and the parties have commenced discussions as to how shared access will be arranged. Failing agreement, NGET will have the benefit of the Applicant's proposed Protective Provisions.

### **3. Applicant's position on S127 of Planning Act 2008**

The Applicant now accepts that for at least some of the interests of NGET scheduled in the Book of reference, comprising the land at Shipway Gate Farm S127 of the 2008 Act is engaged. The Applicant accepts that Protective Provisions should therefore be included and would ordinarily submit that the Protective Provisions in part 2 of Schedule 16 would be appropriate. However given the circumstances of the HPCCC Order the Applicant is content to include mutually beneficial Protective Provisions in the draft DCO and has now included these in the Deadline 7 draft Order.

### **4. Comments on NGET's Protective Provisions**

- 4.1 The comments below are provided at the request of the Examining Authority.
- 4.2 The Applicant is content to include its own version protective provisions provided by NGET in Schedule 16 to the Order, subject to the changes shown in the version provided at Appendix 1.
- 4.3 A clean copy of the protective provisions so changed is also provided at Appendix 2. The version in Appendix 2 is now also included in Schedule 16 to the deadline 7 version of the dDCO.

#### **Table 1: Applicant's comments on BPC's draft protective provisions:**



Para No NGET's Draft PPS)	Topic	Key issues	NSC Position	NSC Suggested drafting
1	Application		Amended to reflect mutual benefit	"and the railway undertaker" added.
2	Interpretation:			
	Acceptable Credit provider	NGET requires suitable credit regarding liability	As the provisions are of mutual benefit this is not necessary or applicable. The Applicant is a local authority and should not need to provide additional credit or insurance.	deleted
	acceptable insurance	NGET requires suitable credit regarding liability	As the provisions are of mutual benefit this is not necessary or applicable. The Applicant is a local authority and should not need to provide additional credit or insurance	deleted
	Deed of consent		As no Deed of Easement currently exists, this is not needed.	deleted
	New Definitions inserted by Applicant		Additional definitions have been included to relate to railway property, railway undertaker and specified railway works to reflect the fact that the provisions are reciprocal.	See revised draft wording at Appendix 1 (and comparison at Appendix 2).
	New definition: 2016 Order.		NSC has provided a new definition to reflect the need for consideration of the 2016	

Para No NGET's Draft PPS)	Topic	Key issues	NSC Position	NSC Suggested drafting
			HPCC Order.	
	New definition: existing apparatus		NSC believes it is appropriate for the protective provisions to distinguish between apparatus that is sited on or in the vicinity of the Order land at the time the draft Order is prepared and apparatus which may be installed in the future.	The new definition, taken with the provisions relating to "existing apparatus, extends protections to existing apparatus that is in, over or under land on 19 April 2021.
3	Application of the New Roads and Street Works Act 1991	-	Accepted.	Amendments consequential only on other changes to the draft, such as inclusion of reference to "railway undertaker" and paragraph numbering.
4 (7 in Applicant's draft)	<b>Apparatus of National Grid in stopped up streets</b>	Where any street is stopped up under article 14 then NGET will continue to have the same rights and stopped up streets.	Accepted.	Minor amendment to include reference to "railway undertaker" in paragraph (1).
New Paragraph 4		Applying these Protective Provisions to the 2016 Order.	For the mutual operation of the two Orders the Applicant believes that paragraph 4 is required.	Provisions of the 2016 Order take effect subject to the provisions of this Part.
New Paragraph 5		Clarification that the provisions of this Part apply instead of Part 2 of Schedule 16 (which	-	Clarification provision – to make it clear that Part 2 of Schedule 16 does not apply to NGET.

Para No NGET's Draft PPS)	Topic	Key issues	NSC Position	NSC Suggested drafting
		generally apply to electricity undertakers)		
New Paragraph 6	Duty to cooperate	General provision for the parties to co-operate in relation to the implementation of their respective proposed schemes.	The parties to co-operate to provide for programming and carrying out of works so as to avoid undue delay or conflict, and to ensure that consents agreements and approvals are not unreasonably withheld.	
5 (8 in Applicant's draft)	Acquisition of land	Control of acquisition of land by railway undertaker	Largely accepted but paragraph 5(2) deleted as not currently being applicable.	Paragraph 5(2) deleted in full.
6 (9 in Applicant's draft)	<b>Removal of apparatus</b> (Now Removal of <b>existing</b> Apparatus)	Provisions regarding removal of NGET's apparatus and its relocation	This has been amended to refer to existing apparatus throughout.	The Applicant believes that it is appropriate to refer only to existing apparatus.. Given the obligations regarding mutual cooperation for the two parties the two projects will be implemented so as enable them both to co-exist. There is therefore no need to make provision for any potential relocation of future apparatus
7 (10 in Applicant's draft)	Facilities and rights for alternative apparatus	These provisions, which follow on from 6 (9 in the Applicant's draft), only apply as regards	Accepted save for consequential drafting changes	Consequential drafting changes made to refer to "railway undertaker" and update paragraph

Para No NGET's Draft PPS)	Topic	Key issues	NSC Position	NSC Suggested drafting
		existing apparatus for the same reasons as stated above.		references. For the reasons mentioned above these provisions only apply as regards existing apparatus.
8 (11 in Applicant's draft)	Retained apparatus Now <b>retained existing</b> Apparatus	Principles for dealing with NGET's installed apparatus.	Largely accepted – updated to reflect other drafting changes.	Consequential drafting changes only.
9 (12 in Applicant's draft)	Expenses	Provisions regarding NGET's expenses	Accepted save for consequential drafting changes	Consequential drafting changes made.
10 (13 in Applicant's draft)	Indemnity ( <i>no longer with a title in Applicant's draft</i> )	NGET seeks indemnification and the ability to injunct the Applicant for it carrying out its works.	This section has been substantially amended. The Applicant does not believe it should offer indemnification for activities on its own land, nor does it accept that it should be subject to injunctions. NGET is sufficiently protected by the mutual cooperation paragraph and the provisions of the expenses paragraph.	10(1)(b), 10(3)(b) and 10(5)(6) all deleted.
11 (14 in Applicant's draft)	Enactments and agreements	Clarification of interaction between this Order and enactments or agreements.	Accepted save for consequential drafting amendments.	Consequential drafting amendments made.
12 (15 in Applicant's draft)	Co-operation	Provisions regarding cooperation between the parties	12(1) accepted. 12(2) deleted due to the provisions of new paragraph 6.	

<b>Para No NGET's Draft PPS)</b>	<b>Topic</b>	<b>Key issues</b>	<b>NSC Position</b>	<b>NSC Suggested drafting</b>
13 (16 in Applicant's draft)	Access	Provision of alternative means of access	Largely accepted save for consequential drafting amendments.	Consequential drafting amendments made.
New 17		Provisions of plans by NGET to the Applicant	New provision regarding provision of plans by NGET to the Applicant.	The Applicant has provided for NGET's plans to be provided to the Applicant 70 days before commencing a relevant part of the 2016 Order development.
New 18		Provision regarding comments on NGET's plans by the Applicant	Process for Applicant to provide comments on NGET's proposed plans	The Applicant to provide comments no later than 56 days before commencing the authorised developments including the method statement.
New 19		Application of Part 4 of Schedule 15 to the 2016 Order	Part 4 of Schedule 15 to the 2016 Order contains protective provisions for Network Rail and railway property. Paragraph 19 makes it clear that those protections extend to the railway as proposed to be extended and improved under the Metrowest Order.	
14 (20 in Applicant's draft)	Arbitration	Provisions for dispute resolution.	Agreed save for consequential drafting amendments	Consequential drafting amendments made.
15 (21 in	Notices	Arrangements for the	Agreed save for	Consequential drafting

<b>Para No NGET's Draft PPS)</b>	<b>Topic</b>	<b>Key issues</b>	<b>NSC Position</b>	<b>NSC Suggested drafting</b>
Applicant's draft)		service of notices	consequential drafting amendments.	amendments made.

#### **5. Applicant's Comments on NGET's deadline 6 submissions**

Please see Appendix 3.

**Appendix 1:**

**Applicant's mark-up of the NGET's proposed protective provisions**

FOR THE MUTUAL PROTECTION OF NATIONAL GRID ~~AS ELECTRICITY~~ AND THE RAILWAY UNDERTAKER

(6) Preliminary

(7)

(8) **Application**

1. For the protection of National Grid and the railway undertaker referred to in this Part of this Schedule the following provisions will, unless otherwise agreed in writing between the railway undertaker and National Grid, have effect.

(9) **Interpretation**

2. In this Part of this Schedule—

“1991 Act” means the New Roads and Street Works Act 1991;

~~“acceptable credit provider” means a bank or financial institution with a credit rating that is not lower than: (i) “A” if the rating is assigned by Standard & Poor’s Ratings Group or Fitch Ratings; and “A3” if the rating is assigned by Moody’s Investors Services Inc.;~~

~~“acceptable insurance” means a third party liability insurance effected and maintained by the undertaker with a limit of indemnity of not less than £25,000,000.00 (twenty five million pounds) per occurrence or series of occurrences arising out of one event. Such insurance shall be maintained for the construction period of the authorised works which constitute specified works and arranged with an internationally recognised insurer of repute operating in the London and worldwide insurance market underwriters whose security/credit rating meets the same requirements as an “acceptable credit provider”, such policy shall include (but without limitation):~~

~~(a) “2016 Order” means the~~ National Grid Electricity Transmission Plc (Hinkley Point C Connection Project) Order 2016 as amended;

~~(b) a cross liabilities clause; and~~

~~(c) contractors’ pollution liability for third party property damage and third party bodily damage arising from a pollution/contamination event with cover of £10,000,000.00 (ten million pounds) per event or £20,000,000.00 (twenty million pounds) in aggregate;~~

~~“acceptable security” means either:~~

~~(a) a parent company guarantee from a parent company in favour of National Grid to cover the undertaker’s liability to National Grid to a cap of not less than £10,000,000.00 (ten million pounds) per asset per event up to a total liability cap of £25,000,000.00 (twenty five million pounds) (in a form reasonably satisfactory to National Grid and where required by National Grid, accompanied with a legal opinion confirming the due capacity and authorisation of the parent company to enter into and be bound by the terms of such guarantee); or~~

~~(b) a bank bond or letter of credit from an acceptable credit provider in favour of National Grid to cover the undertaker’s liability to National Grid for an amount of not less than £10,000,000.00 (ten million pounds) per asset per event up to a total liability cap of £25,000,000.00 (twenty five million pounds) (in a form reasonably satisfactory to National Grid);~~

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of National Grid to enable it to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by National Grid, together with any replacement apparatus and such other apparatus constructed that becomes operational apparatus of National Grid for the purposes of transmission, distribution and/or supply



and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised works” has the same meaning as is given to the term “authorised development” in article 2 of this Order and includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

“commence” has the same meaning as in article 2 of this Order and commencement shall be construed to have the same meaning;

~~“deed of consent” means a deed of consent, crossing agreement, deed of variation or new deed of grant agreed between the parties acting reasonably in order to vary and/or replace existing easements, agreements, enactments and other such interests so as to secure land rights and interests as are necessary to carry out, maintain, operate and use the apparatus in a manner consistent with the terms of this Part of this Schedule;~~

“existing apparatus” means apparatus which is sited in, over, or under land on 19 April 2021 and belonging to or maintained by National Grid on that date “existing electricity tower” shall be construed accordingly;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by the railway undertaker (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the railway undertaker to submit for National Grid’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid including construct, use, repair, alter, inspect, renew or remove the apparatus;

“National Grid” means National Grid Electricity Transmission plc (registered company number 2366977);

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

“parent company” means a parent company of the railway undertaker acceptable to and which shall have been approved by National Grid acting reasonably;

“railway property” means –

(a) any railway belonging to the railway undertaker;

(b) any stations, land, works, apparatus and equipment belonging to the railway undertaker and connected with any such railway; and

(c) any easement or other property interest held or used by the railway undertaker for the purposes of such railway or works, apparatus or equipment;

“railway undertaker” means the undertaker as defined in article 2 of this Order and, in relation to property owned by Network Rail, Network Rail;

“National Grid” means National Grid Electricity Transmission plc (registered company number 2366977);

“specified works” means any of the authorised works “the relevant authorised development” means so much of any of the authorised development or activities undertaken in association with the authorised works which (a) development as will or may be situated under, over, or within 15 metres measured in any direction of any apparatus proposed to be constructed or installed by National Grid under the powers of the 2016 Order;

“the relevant 2016 Order development” means so much of any of the development authorised under the 2016 Order as will or may be situated under, over or within 15 metres of, or which may in any way adversely affect, railway property;

“[specified railway works]” means any of the authorised works or activities undertaken in association with the authorised works which:

(a) will or may be situated over, or within 15 metres measured in any direction of any existing apparatus the removal of which has not been required by the railway undertaker under paragraph 10(2) or otherwise; and/or

(b) may in any way adversely affect any existing apparatus the removal of which has not been required by the railway undertaker under paragraph 6(2) or otherwise; and/or

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 6(2) or otherwise.

3. Except for paragraphs ~~4 (apparatus~~ 7 (apparatus of National Grid in stopped up streets), ~~8 (retained~~ 11 (retained apparatus), ~~9 (expenses~~ 12 (expenses) and ~~10-13~~ (indemnity) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of the railway undertaker, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the railway undertaker and National Grid are regulated by the provisions of Part 3 of the 1991 Act.

4. The provisions of the 2016 Order take effect subject to the provisions of this Part.

5. The provisions of Part 2 of this Schedule do not apply in relation to National Grid or any apparatus of National Grid.

### Duty to co-operate

6. (1) The railway undertaker and National Grid will co-operate and work together to secure that the works proposed to be carried out by National Grid under the powers of the 2016 Order and the authorised works to be carried out by the railway undertaker under this Order will so far as reasonably possible be programmed, and arrangements for the carrying out of those works will be made, so as, so far as reasonably possible, to avoid undue delay or any conflict arising between the carrying out of those proposed works and the implementation of the authorised development.

(2) Any consent, agreement or approval by National Grid or the railway undertaker under this Part of this Schedule must not be unreasonably withheld or

delayed.

### Provisions for the protection of National Grid

#### (10) Apparatus of National Grid in stopped up streets

~~7.4.~~ ~~4.~~ ~~(1)~~ Without prejudice to the generality of any other protection afforded to National Grid elsewhere in the Order, where any street is stopped up under article 14 (*permanent stopping up of streets*), if National Grid has any apparatus in the street or accessed via that street National Grid will be entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the railway undertaker will grant to National Grid, or will procure the granting to the National Grid of, legal easements reasonably satisfactory to it in respect of such apparatus and access to it prior to the stopping up of any such street or highway.

~~(2)~~ ~~(+)~~ Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 15 (*temporary stopping up of streets and public rights of way*), National Grid will be at liberty at all times to take all necessary access across any such stopped up highway and/or to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.

#### (11) Acquisition of land

~~8.~~ ~~5.~~ (1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the railway undertaker may not acquire or extinguish any land interest or apparatus or override any easement and/or other interest of National Grid, including any rights contained in ~~The National Grid (Hinkley Point C Connection Project) the 2016~~ Order ~~2016~~, otherwise than by agreement.

~~(2) — As a condition of agreement between the parties in paragraph 5(1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between National Grid and the undertaker) that are subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement and/or other legal or land interest of National Grid and/or affects the provisions of any enactment or agreement regulating the relations between National Grid and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as National Grid reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Grid and the undertaker acting reasonably and which must be no less favourable on the whole to National Grid unless otherwise agreed by National Grid, and it will be the responsibility of the undertaker to procure and/or secure the consent and entering into of such deeds and variations by all other third parties with an interest in the land at that time who are affected by such authorised works.~~

(2) ~~(3)~~ The railway undertaker and National Grid agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of existing apparatus (including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Grid and/or other enactments relied upon by National Grid as of right or other use in relation to the apparatus, then the provisions in this Schedule shall prevail.

~~(3) (4)~~ Any agreement or consent granted by National Grid under paragraph ~~8-11~~ or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under ~~sub-paragraph 5(1)~~ paragraph 8(1).

(12) Provisions relating to existing apparatus

(13) **Removal of existing apparatus**

~~2.6.—6.—~~(1) If, in the exercise of the agreement reached in accordance with paragraph ~~5-8~~ or in any other authorised manner, the railway undertaker acquires any interest in any land in which any apparatus is placed or requires that National Grid's existing apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule and any right of National Grid to maintain that existing apparatus in that land must not be extinguished, until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Grid in accordance with ~~sub-paragraph~~ sub-paragraphs (2) to (5) inclusive.

~~(2) (4)~~ If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the railway undertaker requires the removal of any existing apparatus placed in that land, it must give to National Grid 56 days' advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid reasonably needs to remove any of its apparatus) the railway undertaker must, subject to sub-paragraph (3), afford to National Grid to its satisfaction (taking into account paragraph ~~7(1)~~ 10(1) below) the necessary facilities and rights for the construction of alternative apparatus in other land of or land secured by the railway undertaker and subsequently for the maintenance of that apparatus.

~~(3) (2)~~ If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the railway undertaker, or the railway undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid must, as soon as is reasonably possible and on receipt of a written notice to that effect from the railway undertaker, take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for National Grid to use its compulsory purchase powers to this end unless it elects to so do.

~~(4) (3)~~ Any alternative apparatus to be constructed in land of or land secured by the railway undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between National Grid and the railway undertaker or in default of agreement settled by arbitration in accordance with article 56 (arbitration).

~~(5) (4)~~ National Grid must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 56, and subject to the grant to National Grid of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the railway undertaker to be removed under the provisions of this Part of this Schedule.

(14) **Facilities and rights for alternative apparatus**

10. ~~7.—7.—~~(1) Where, in accordance with ~~the provisions~~ paragraph 9 of this Part of this Schedule, the railway undertaker affords to or secures for National Grid facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the railway undertaker and National Grid and must be no less favourable

on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Grid.

~~(4)~~(2) If the facilities and rights to be afforded by the railway undertaker and agreed with National Grid under paragraph ~~7~~(10(1)) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the matter will be referred to arbitration in accordance with ~~paragraph 14 article 56 (Arbitration)~~ of this Part of this Schedule and the arbitrator shall make such provision for the payment of compensation by the railway undertaker to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

(15)

(16) **Retained existing apparatus**

~~11.~~ ~~8.~~~~8.~~(1) Not less than 56 days before the commencement of any specified railway works that are near to, or will or may affect, any existing apparatus the removal of which has not been required by the railway undertaker under paragraph ~~6~~(2)(2) or otherwise, the railway undertaker must submit to National Grid a plan of the works to be executed and seek from National Grid details of the underground extent of their electricity tower foundations.

~~(2)~~ ~~(4)~~ In relation to specified railway works which will or may be situated on, over, under or within (i) 15 metres measured in any direction of any existing apparatus, or (ii) involve embankment works within 15 metres of any existing apparatus, ~~the~~ the plan to be submitted to National Grid under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant;
- (d) the position of all existing apparatus as provided by National Grid under sub-paragraph (1);
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
- (f) any intended maintenance regimes; and
- (g) an assessment of risks of rise of earth issues.

~~(3)~~ ~~(2)~~ In relation to any works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an existing electricity tower or between any two or more existing electricity towers, the plan to be submitted under sub-paragraph (1) must, in addition to the matters set out in ~~sub-sub-~~ paragraph (2), include a method statement describing—

- (a) details of any cable trench design including route, dimensions, clearance to pylon foundations;
- (b) demonstration that pylon foundations will not be affected prior to, during and post construction;
- (c) details of load bearing capacities of trenches;
- (d) details of cable installation methodology including access arrangements, jointing bays and backfill methodology;
- (e) a written management plan for high voltage hazard during construction and ongoing maintenance of the cable route;

- (f) written details of the operations and maintenance regime for the cable, including frequency and method of access;
  - (g) assessment of earth rise potential if reasonably required by National Grid's engineers; and
  - (h) evidence that trench bearing capacity is to be designed to 26 tonnes to take the weight of overhead line construction traffic.
- ~~(4)~~ ~~(3)~~ The [railway](#) undertaker must not commence any works to which sub-paragraphs (2) or (3) apply until National Grid has given written approval of the plan so submitted or they have been settled by arbitration under article 56 (arbitration).
- ~~(5)~~ ~~(4)~~ Any approval of National Grid required under sub-paragraphs (2) or (3)—
- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs ~~(6) or (8); and,~~  
(6) or (8); and
  - ~~(b)~~ (b) must not be unreasonably withheld.
- ~~(17)~~ ~~(5)~~ In relation to any work to which sub-paragraphs (2) or (3) apply, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any existing apparatus.
- ~~(18)~~ ~~(6)~~ Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (5), as approved or as amended from time to time by agreement between the [railway](#) undertaker and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (6) or (8) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid will be entitled to watch and inspect the execution of those works.
- ~~(19)~~ ~~(7)~~ Where National Grid requires any protective works to be carried out by itself or by the [railway](#) undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Grid's satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required and National Grid shall give 56 days' notice of such works from the date of submission of a plan pursuant to this paragraph (except in an emergency).
- ~~(20)~~ ~~(8)~~ If National Grid in accordance with sub-paragraphs (6) or (8) and in consequence of the works proposed by the [railway](#) undertaker, reasonably requires the removal of any existing apparatus and gives written notice to the [railway](#) undertaker of that requirement, paragraphs 1 to 3 and 5 to 7 apply as if the removal of the apparatus had been required by the [railway](#) undertaker under paragraph ~~6~~ ~~(2)~~ (2).
- ~~(21)~~ ~~(9)~~ Nothing in this paragraph precludes the [railway](#) undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing the execution of the authorised works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan.
- ~~(22)~~ ~~(10)~~ The [railway](#) undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must—
- (a) comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances; and
  - (b) comply with sub-paragraph (12) at all times.

~~(23)~~ ~~(41)~~ At all times when carrying out any works authorised under the Order, the [railway](#) undertaker must comply with National Grid's policies for development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines".

(24) **Expenses**

12. ~~9.~~ ~~9.~~ ~~(1)~~ Subject to the following provisions of this paragraph, the [railway](#) undertaker must pay to National Grid on demand all charges, costs and expenses reasonably anticipated or incurred by National Grid in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any [existing](#) apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works as are referred to in this Part of this Schedule including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by National Grid in connection with the acquisition of rights or the exercise of statutory powers for such [existing](#) apparatus including without limitation all costs incurred by National Grid as a consequence of National Grid;
    - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph ~~6(3)~~ 9(3); and/or
    - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid;
  - (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
  - (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
  - (d) the approval of plans;
  - (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
  - (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.
- (2) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.
- (3) If in accordance with the provisions of this Part of this Schedule—
- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
  - (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the [railway](#) undertaker or, in default of agreement, is not determined by arbitration in accordance with article 56 (*arbitration*) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity



and dimensions or place at the existing depth in which case full costs will be borne by the [railway](#) undertaker.

(4) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(5) Any amount which apart from this sub-paragraph would be payable to National Grid in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Grid any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

### Indemnity

~~13.10.—10.—~~(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the [railway](#) undertaker or in consequence of any act or default of the [railway](#) undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the [railway](#) undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of National Grid, or there is any interruption in any service provided, or in the supply of any goods, by National Grid, or National Grid becomes liable to pay any amount to any third party, the [railway](#) undertaker will—

- (a) bear and pay on demand the cost reasonably incurred by National Grid in making good such damage or restoring the supply; and
- ~~(b) indemnify National Grid for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Grid, by reason or in consequence of any such damage or interruption or National Grid becoming liable to any third party as aforesaid other than arising from any default of National Grid.~~  
make reasonable compensation to that undertaker for any other expenses, loss, damages, penalty or costs incurred by the undertaker.

(2) The fact that any act or thing may have been done by National Grid on behalf of the [railway](#) undertaker or in accordance with a plan approved by National Grid or in accordance with any requirement of National Grid or under its supervision will not (unless sub-paragraph (3) applies), excuse the [railway](#) undertaker from liability under the provisions of sub-paragraph (1) unless National Grid fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

- (3) Nothing in sub-paragraph (1) shall impose any liability on the [railway](#) undertaker in respect of—any damage or interruption to the extent that it is attributable to the neglect or default of National Grid, its officers, servants, contractors or agents;—and,  
~~(b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by National Grid as an assignee, transferee or lessee of National Grid with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 10 (consent to transfer benefit of Order) subject to the proviso that once such works become apparatus (“new apparatus”), any authorised works yet to be executed and not falling within this sub-paragraph 3(b) will be subject to~~



~~the full terms of this Part of this Schedule including this paragraph 10.~~

(4) National Grid must give the [railway](#) undertaker reasonable notice of any such third party claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the [railway](#) undertaker and considering their representations.

~~(5) — The undertaker is not to commence construction (and not to permit the commencement of such construction) of the authorised works on any land owned by National Grid or in respect of which National Grid has an easement or wayleave for its apparatus or any other interest or to carry out any works within 15 metres of National Grid's apparatus until the following conditions are satisfied:~~

~~(a) — unless and until National Grid is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has first provided the acceptable security (and provided evidence that it shall maintain such acceptable security for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and National Grid has confirmed the same to the undertaker in writing; and~~

~~(b) — unless and until National Grid is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and provided evidence to National Grid that it shall maintain such acceptable insurance for the construction period of the authorised works from the proposed date of commencement of construction of the authorised works) and National Grid has confirmed the same in writing to the undertaker.~~

~~(6) — In the event that the undertaker fails to comply with sub paragraph 10(5) of this Part of this Schedule, nothing in this Part of this Schedule shall prevent National Grid from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.~~

**(25) Enactments and agreements**

~~14. 11.~~ Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between National Grid and the [railway](#) undertaker, nothing in this Part of this Schedule shall affect the provisions of any enactment or agreement regulating the relations between the [railway](#) undertaker and National Grid in respect of any apparatus laid or erected in land belonging to the [railway](#) undertaker on the date on which this Order is made.

**(26) Co-operation**

~~12.(1)~~ 15. Where in consequence of the proposed construction of any of the authorised works, the [railway](#) undertaker or National Grid requires the removal of apparatus under paragraph ~~6(2)~~9(2) or National Grid makes requirements for the protection or alteration of apparatus under paragraph ~~8~~11, the [railway](#) undertaker shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of National Grid's undertaking and National Grid shall use its best endeavours to co-operate with the [railway](#) undertaker for that purpose.

~~(2) For the avoidance of doubt whenever National Grid's consent, agreement or approval is required in relation to plans, documents or other information submitted by National Grid or the taking of action by National Grid, it must not be unreasonably withheld or delayed.~~

**(27) Access**

~~13-16.~~ If in consequence of the agreement reached in accordance with paragraph ~~5(1)~~8(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the [railway](#) undertaker must provide such alternative means of access to such apparatus as will enable National Grid to maintain or use the

apparatus no less effectively than was possible before such obstruction-

**Provisions for the protection of National Grid's proposed works and for the railway undertaker**

17. As soon as reasonably practicable after the coming into force of this Order, and in any event no later than 70 days before commencing a part of the relevant 2016 Order development, National Grid will give the railway undertaker plans of the works to be carried out including in particular a method statement and the exact position of the works and sufficient details to enable the engineer to ascertain the impact of the works on railway property and on the carrying out of the authorised works and for the railway undertaker to give the details set out in paragraph 18.

18. (1) As soon as reasonably practicable after the coming into force of this Order, and in any event no later than 56 days before commencing any of the relevant authorised development, the railway undertaker will give National Grid plans of the works to be carried out comprised in that development which must include a method statement and describe the position of the proposed apparatus as provided by National Grid under sub-paragraph (1) and the matters set out in paragraph 11(2)(a) to (c) and (e) to (g).

(2) In relation to any works which will or may be situated on, over or within 10 metres of any part of the foundations of a proposed electricity tower or between any two or more proposed electricity towers, the plan to be submitted under sub-paragraph (1) must, in addition to the matters set out in that sub-paragraph, include a method statement describing the matters set out in paragraph 11(3) so far as relevant in this scenario.

(3) Paragraphs 11(4) to (8) and (10) to (12) apply in relation to works to which sub-paragraph (1) or (2) applies.

19. Part 4 of Schedule 15 to the 2016 Order (protection for railway interests) has effect as if any reference to Network Rail included a reference to the railway undertaker and if references to railway property included the authorised development.

(28) **General**

(29) **Arbitration**

~~14. Save for differences or disputes arising under paragraph 6(2), 6(4), 7(1), 8 and 10(5) any~~ 20. Any difference or dispute arising between the railway undertaker and National Grid under this Part of this Schedule must, unless otherwise agreed in writing between the railway undertaker and National Grid, be determined by arbitration in accordance with article 56 (*arbitration*).

(30) **Notices**

~~15-21.~~ The plans submitted to National Grid by the railway undertaker pursuant to paragraph 8-11 must be sent to National Grid Plant Protection at **plantprotection@nationalgrid.com** or such other address as National Grid may from time to time appoint instead for that purpose and notify to the railway undertaker in writing.

**Appendix 2:**

**Clean copy of NGET's protective provisions as amended by the Applicant and included in the Deadline 7 Draft Development Consent Order**

PART [8]  
FOR THE MUTUAL PROTECTION OF NATIONAL GRID AND THE RAILWAY UNDERTAKER

(31) **Preliminary**

(32)

(33) **Application**

**15.** For the protection of National Grid and the railway undertaker referred to in this Part of this Schedule the following provisions will, unless otherwise agreed in writing between the railway undertaker and National Grid, have effect.

(34) **Interpretation**

**16.** In this Part of this Schedule—

“1991 Act” means the New Roads and Street Works Act 1991;

“2016 Order” means the National Grid (Hinkley Point C Connection Project) Order 2016 as amended;

“alternative apparatus” means appropriate alternative apparatus to the satisfaction of National Grid to enable it to fulfil its statutory functions in a manner no less efficient than previously;

“apparatus” means electric lines or electrical plant as defined in the Electricity Act 1989, belonging to or maintained by National Grid, together with any replacement apparatus and such other apparatus constructed that becomes operational apparatus of National Grid for the purposes of transmission, distribution and/or supply and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

“authorised works” has the same meaning as is given to the term “authorised development” in article 2 of this Order and includes any associated development authorised by the Order and for the purposes of this Part of this Schedule includes the use and maintenance of the authorised works and construction of any works authorised by this Schedule;

“commence” has the same meaning as in article 2 of this Order and commencement shall be construed to have the same meaning;

“existing apparatus” means apparatus which is sited in, over, or under land on 19 April 2021 and belonging to or maintained by National Grid on that date “existing electricity tower” shall be construed accordingly;

“functions” includes powers and duties;

“ground mitigation scheme” means a scheme approved by the railway undertaker (such approval not to be unreasonably withheld or delayed) setting out the necessary measures (if any) for a ground subsidence event;

“ground monitoring scheme” means a scheme for monitoring ground subsidence which sets out the apparatus which is to be subject to such monitoring, the extent of land to be monitored, the manner in which ground levels are to be monitored, the timescales of any monitoring activities and the extent of ground subsidence which, if exceeded, shall require the railway undertaker to submit for National Grid’s approval a ground mitigation scheme;

“ground subsidence event” means any ground subsidence identified by the monitoring activities set out in the ground monitoring scheme that has exceeded the level described in the ground monitoring scheme as requiring a ground mitigation scheme;

“in” in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over, across, along or upon such land;

“maintain” and “maintenance” shall include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of National Grid including construct, use, repair, alter, inspect, renew or remove the apparatus;

“National Grid” means National Grid Electricity Transmission plc (registered company number 2366977);

“plan” or “plans” include all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe and assess the works to be executed;

“parent company” means a parent company of the railway undertaker acceptable to and which shall have been approved by National Grid acting reasonably;

“railway property” means –

- (d) any railway belonging to the railway undertaker;
- (e) any stations, land, works, apparatus and equipment belonging to the railway undertaker and connected with any such railway; and
- (f) any easement or other property interest held or used by the railway undertaker for the purposes of such railway or works, apparatus or equipment;

“railway undertaker” means the undertaker as defined in article 2 of this Order and, in relation to property owned by Network Rail, Network Rail;

“the relevant authorised development” means so much of any of the authorised development or activities undertaken in association with the authorised development as will or may be situated under, over, or within 15 metres measured in any direction of any apparatus proposed to be constructed or installed by National Grid under the powers of the 2016 Order;

“the relevant 2016 Order development” means so much of any of the development authorised under the 2016 Order as will or may be situated under, over or within 15 metres of, or which may in any way adversely affect, railway property;

“[specified railway works]” means any of the authorised works or activities undertaken in association with the authorised works which:

- (c) will or may be situated over, or within 15 metres measured in any direction of any existing apparatus the removal of which has not been required by the railway undertaker under paragraph 10(2) or otherwise; and/or
- (d) may in any way adversely affect any existing apparatus the removal of which has not been required by the railway undertaker under paragraph 10(2) or otherwise.

17. Except for paragraphs 7(*apparatus of National Grid in stopped up streets*), 11(*retained apparatus*), 12(*expenses*) and 13 (*indemnity*) of this Schedule which will apply in respect of the exercise of all or any powers under the Order affecting the rights and apparatus of the railway undertaker, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the railway undertaker and National Grid are regulated by the provisions of Part 3 of the 1991 Act.

18. The provisions of the 2016 Order take effect subject to the provisions of this Part.

19. The provisions of Part 2 of this Schedule do not apply in relation to National Grid or any apparatus of National Grid.

### **Duty to co-operate**

20. (1) The railway undertaker and National Grid will co-operate and work together to secure that the works proposed to be carried out by National Grid under the powers of the 2016 Order and the authorised works to be carried out by the railway undertaker under this Order will so far as reasonably possible be programmed, and arrangements for the carrying out of those works will be made, so as, so far as reasonably possible, to avoid undue delay or any conflict arising between the carrying out of those proposed works and the implementation of the authorised development.

(2) Any consent, agreement or approval by National Grid or the railway undertaker under this Part of this Schedule must not be unreasonably withheld or delayed.

### **Provisions for the protection of National Grid**

#### **(35) Apparatus of National Grid in stopped up streets**

21. —(1) Without prejudice to the generality of any other protection afforded to National Grid elsewhere in the Order, where any street is stopped up under article 14 (*permanent stopping up of streets*), if National Grid has any apparatus in the street or accessed via that street National Grid will be entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the railway undertaker will grant to National Grid, or will procure the granting to the National Grid of, legal easements reasonably satisfactory to it in respect of such apparatus and access to it prior to the stopping up of any such street or highway.

(3) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 15 (*temporary stopping up of streets and public rights of way*), National Grid will be at liberty at all times to take all necessary access across any such stopped up highway and/or to execute and do all such works and things in, upon or under any such highway as may be reasonably necessary or desirable to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.

#### **(36) Acquisition of land**

22. (1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to the Order, the railway undertaker

may not acquire or extinguish any land interest or apparatus or override any easement and/or other interest of National Grid, including any rights contained in the 2016 Order, otherwise than by agreement.

(2) The railway undertaker and National Grid agree that where there is any inconsistency or duplication between the provisions set out in this Part of this Schedule relating to the relocation and/or removal of existing apparatus (including but not limited to the payment of costs and expenses relating to such relocation and/or removal of apparatus) and the provisions of any existing easement, rights, agreements and licences granted, used, enjoyed or exercised by National Grid and/or other enactments relied upon by National Grid as of right or other use in relation to the apparatus, then the provisions in this Schedule shall prevail.

(3) Any agreement or consent granted by National Grid under paragraph 11 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under paragraph 8(1).

*(37) Provisions relating to existing apparatus*

**(38) Removal of existing apparatus**

**23.** —(1) If, in the exercise of the agreement reached in accordance with paragraph 8 or in any other authorised manner, the railway undertaker acquires any interest in any land in which any apparatus is placed or requires that National Grid's existing apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule and any right of National Grid to maintain that existing apparatus in that land must not be extinguished, until alternative apparatus has been constructed, and is in operation to the reasonable satisfaction of National Grid in accordance with sub-paragraphs (2) to (5) inclusive.

(6) If, for the purpose of executing any works in, on, under or over any land purchased, held, appropriated or used under this Order, the railway undertaker requires the removal of any existing apparatus placed in that land, it must give to National Grid 56 days' advance written notice of that requirement, together with a plan of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed and in that case (or if in consequence of the exercise of any of the powers conferred by this Order National Grid reasonably needs to remove any of its apparatus) the railway undertaker must, subject to sub-paragraph (3), afford to National Grid to its satisfaction (taking into account paragraph 10(1) below) the necessary facilities and rights for the construction of alternative apparatus in other land of or land secured by the railway undertaker and subsequently for the maintenance of that apparatus.

(7) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the railway undertaker, or the railway undertaker is unable to afford such facilities and rights as are mentioned in sub-paragraph (2), in the land in which the alternative apparatus or part of such apparatus is to be constructed, National Grid must, as soon as is reasonably possible and on receipt of a written notice to that effect from the railway undertaker, take such steps as are reasonable in the circumstances in an endeavour to obtain the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation shall not extend to the requirement for National Grid to use its compulsory purchase powers to this end unless it elects to so do.

(8) Any alternative apparatus to be constructed in land of or land secured by the railway undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between National Grid and the railway undertaker or in default of agreement settled by arbitration in accordance with article 56 (arbitration).

(9) National Grid must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 56, and subject to the grant to National Grid of any such facilities and rights as are referred to in sub-paragraph (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any apparatus required by the railway undertaker to be removed under the provisions of this Part of this

Schedule.

**(39) Facilities and rights for alternative apparatus**

**24.** —(1) Where, in accordance with paragraph 9 of this Part of this Schedule, the railway undertaker affords to or secures for National Grid facilities and rights in land for the construction, use, maintenance and protection of alternative apparatus in substitution for apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the railway undertaker and National Grid and must be no less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Grid.

(2) If the facilities and rights to be afforded by the railway undertaker and agreed with National Grid under paragraph 10(1) above in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are less favourable on the whole to National Grid than the facilities and rights enjoyed by it in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the matter will be referred to arbitration in accordance with article 56 (arbitration) and the arbitrator shall make such provision for the payment of compensation by the railway undertaker to National Grid as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

(40)

**(41) Retained existing apparatus**

**25.** —(1) Not less than 56 days before the commencement of any specified railway works that are near to, or will or may affect, any existing apparatus the removal of which has not been required by the railway undertaker under paragraph 9(2) or otherwise, the railway undertaker must submit to National Grid a plan of the works to be executed and seek from National Grid details of the underground extent of their electricity tower foundations.

(7) In relation to specified railway works which will or may be situated on, over, under or within (i) 15 metres measured in any direction of any existing apparatus, or (ii) involve embankment works within 15 metres of any existing apparatus, the plan to be submitted to National Grid under sub-paragraph (1) must include a method statement and describe—

- (a) the exact position of the works;
- (b) the level at which these are proposed to be constructed or renewed;
- (c) the manner of their construction or renewal including details of excavation, positioning of plant;
- (d) the position of all existing apparatus as provided by National Grid under sub-paragraph (1);
- (e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;
- (f) any intended maintenance regimes; and
- (g) an assessment of risks of rise of earth issues.

(8) In relation to any works which will or may be situated on, over, under or within 10 metres of any part of the foundations of an existing electricity tower or between any two or more existing electricity towers, the plan to be submitted under sub-paragraph (1) must, in addition to the matters set out in sub- paragraph (2), include a method statement describing -



- (a) details of any cable trench design including route, dimensions, clearance to pylon foundations;
  - (b) demonstration that pylon foundations will not be affected prior to, during and post construction;
  - (c) details of load bearing capacities of trenches;
  - (d) details of cable installation methodology including access arrangements, jointing bays and backfill methodology;
  - (e) a written management plan for high voltage hazard during construction and ongoing maintenance of the cable route;
  - (f) written details of the operations and maintenance regime for the cable, including frequency and method of access;
  - (g) assessment of earth rise potential if reasonably required by National Grid's engineers; and
  - (h) evidence that trench bearing capacity is to be designed to 26 tonnes to take the weight of overhead line construction traffic.
- (9) The railway undertaker must not commence any works to which sub-paragraphs (2) or (3) apply until National Grid has given written approval of the plan so submitted or they have been settled by arbitration under article 56 (arbitration).
- (10) Any approval of National Grid required under sub-paragraphs (2) or (3)—
- (a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (11) or (8); and
  - (b) must not be unreasonably withheld.
- (42) In relation to any work to which sub-paragraphs (2) or (3) apply, National Grid may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing its apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any existing apparatus.
- (43) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) or as relevant sub-paragraph (5), as approved or as amended from time to time by agreement between the railway undertaker and National Grid and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (6) or (8) by National Grid for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Grid will be entitled to watch and inspect the execution of those works.
- (44) Where National Grid requires any protective works to be carried out by itself or by the railway undertaker (whether of a temporary or permanent nature) such protective works, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph, must be carried out to National Grid's satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required and National Grid shall give 56 days' notice of such works from the date of submission of a plan pursuant to this paragraph (except in an emergency).
- (45) If National Grid in accordance with sub-paragraphs (6) or (8) and in consequence of the works proposed by the railway undertaker, reasonably requires the removal of any existing apparatus and gives written notice to the railway undertaker of that requirement, paragraphs 1 to 3 and 5 to 7 apply as if the removal of the apparatus had been required by the railway undertaker under paragraph 9(2).
- (46) Nothing in this paragraph precludes the railway undertaker from submitting at any time or from time to time, but in no case less than 56 days before commencing

the execution of the authorised works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph shall apply to and in respect of the new plan.

(47) The railway undertaker will not be required to comply with sub-paragraph (1) where it needs to carry out emergency works as defined in the 1991 Act but in that case it must give to National Grid notice as soon as is reasonably practicable and a plan of those works and must—

- (a) comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances; and
- (b) comply with sub-paragraph (12) at all times.

(48) At all times when carrying out any works authorised under the Order, the railway undertaker must comply with National Grid's policies for development near overhead lines EN43-8 and HSE's guidance note 6 "Avoidance of Danger from Overhead Lines".

**(49) Expenses**

**26.** —(1) Subject to the following provisions of this paragraph, the railway undertaker must pay to National Grid on demand all charges, costs and expenses reasonably anticipated or incurred by National Grid in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any existing apparatus or the construction of any new or alternative apparatus which may be required in consequence of the execution of any authorised works as are referred to in this Part of this Schedule including without limitation—

- (a) any costs reasonably incurred by or compensation properly paid by National Grid in connection with the acquisition of rights or the exercise of statutory powers for such existing apparatus including without limitation all costs incurred by National Grid as a consequence of National Grid;
  - (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 9(3); and/or
  - (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Grid;
- (b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus;
- (c) the cutting off of any apparatus from any other apparatus or the making safe of redundant apparatus;
- (d) the approval of plans;
- (e) the carrying out of protective works, plus a capitalised sum to cover the cost of maintaining and renewing permanent protective works;
- (f) the survey of any land, apparatus or works, the inspection and monitoring of works or the installation or removal of any temporary works reasonably necessary in consequence of the execution of any such works referred to in this Part of this Schedule.

(6) There will be deducted from any sum payable under sub-paragraph (1) the value of any apparatus removed under the provisions of this Part of this Schedule and which is not re-used as part of the alternative apparatus, that value being calculated after removal.

(7) If in accordance with the provisions of this Part of this Schedule—

- (a) apparatus of better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus of worse type, of smaller capacity or of smaller dimensions; or
- (b) apparatus (whether existing apparatus or apparatus substituted for existing apparatus) is placed at a depth greater than the depth at which the existing apparatus

was situated,

and the placing of apparatus of that type or capacity or of those dimensions or the placing of apparatus at that depth, as the case may be, is not agreed by the railway undertaker or, in default of agreement, is not determined by arbitration in accordance with article 56 (*arbitration*) to be necessary, then, if such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been involved if the apparatus placed had been of the existing type, capacity or dimensions, or at the existing depth, as the case may be, the amount which apart from this sub-paragraph would be payable to National Grid by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible in the circumstances to obtain the existing type of apparatus at the same capacity and dimensions or place at the existing depth in which case full costs will be borne by the railway undertaker.

(8) For the purposes of sub-paragraph (3)—

- (a) an extension of apparatus to a length greater than the length of existing apparatus will not be treated as a placing of apparatus of greater dimensions than those of the existing apparatus; and
- (b) where the provision of a joint in a pipe or cable is agreed, or is determined to be necessary, the consequential provision of a jointing chamber or of a manhole will be treated as if it also had been agreed or had been so determined.

(9) Any amount which apart from this sub-paragraph would be payable to National Grid in respect of works by virtue of sub-paragraph (1) will, if the works include the placing of apparatus provided in substitution for apparatus placed more than 7 years and 6 months earlier so as to confer on National Grid any financial benefit by deferment of the time for renewal of the apparatus in the ordinary course, be reduced by the amount which represents that benefit.

**27.**—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works authorised by this Part of this Schedule or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the railway undertaker or in consequence of any act or default of the railway undertaker (or any person employed or authorised by him) in the course of carrying out such works, including without limitation works carried out by the railway undertaker under this Part of this Schedule or any subsidence resulting from any of these works, any damage is caused to any apparatus or alternative apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of the authorised works) or property of National Grid, or there is any interruption in any service provided, or in the supply of any goods, by National Grid, or National Grid becomes liable to pay any amount to any third party, the railway undertaker will—

- (a) bear and pay on demand the cost reasonably incurred by National Grid in making good such damage or restoring the supply; and make reasonable compensation to that undertaker for any other expenses, loss, damages, penalty or costs incurred by the undertaker .

(5) The fact that any act or thing may have been done by National Grid on behalf of the railway undertaker or in accordance with a plan approved by National Grid or in accordance with any requirement of National Grid or under its supervision will not (unless sub-paragraph (3) applies), excuse the railway undertaker from liability under the provisions of sub-paragraph (1) unless National Grid fails to carry out and execute the works properly with due care and attention and in a skilful and workman like manner or in a manner that does not accord with the approved plan.

(6) Nothing in sub-paragraph (1) shall impose any liability on the railway undertaker in respect of any damage or interruption to the extent that it is attributable to the neglect or default of National Grid, its officers, servants, contractors or agents.

(7) National Grid must give the railway undertaker reasonable notice of any such third party claim or demand and no settlement or compromise must, unless payment is required in connection with a statutory compensation scheme, be made without first consulting the railway undertaker and considering their representations.

**(50) Enactments and agreements**

**28.** Save to the extent provided for to the contrary elsewhere in this Part of this Schedule or by agreement in writing between National Grid and the railway undertaker, nothing in this Part of this Schedule shall affect the provisions of any enactment or agreement regulating the relations between the railway undertaker and National Grid in respect of any apparatus laid or erected in land belonging to the railway undertaker on the date on which this Order is made.

**(51) Co-operation**

**15.** Where in consequence of the proposed construction of any of the authorised works, the railway undertaker or National Grid requires the removal of apparatus under paragraph 9(2) or National Grid makes requirements for the protection or alteration of apparatus under paragraph 11, the railway undertaker shall use its best endeavours to co-ordinate the execution of the works in the interests of safety and the efficient and economic execution of the authorised development and taking into account the need to ensure the safe and efficient operation of National Grid's undertaking and National Grid shall use its best endeavours to co-operate with the railway undertaker for that purpose.

**(52) Access**

**16.** If in consequence of the agreement reached in accordance with paragraph 8(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the railway undertaker must provide such alternative means of access to such apparatus as will enable National Grid to maintain or use the apparatus no less effectively than was possible before such obstruction

**Provisions for the protection of National Grid's proposed works and for the railway undertaker**

**17.** As soon as reasonably practicable after the coming into force of this Order, and in any event no later than 70 days before commencing a part of the relevant 2016 Order development, National Grid will give the railway undertaker plans of the works to be carried out including in particular a method statement and the exact position of the works and sufficient details to enable the engineer to ascertain the impact of the works on railway property and on the carrying out of the authorised works and for the railway undertaker to give the details set out in paragraph 18.

**18.** (1) As soon as reasonably practicable after the coming into force of this Order, and in any event no later than 56 days before commencing any of the relevant authorised development, the railway undertaker will give National Grid plans of the works to be carried out comprised in that development which must include a method statement and describe the position of the proposed apparatus as provided by National Grid under sub-paragraph (1) and the matters set out in paragraph 11(2)(a) to (c) and (e) to (g).

(4) In relation to any works which will or may be situated on, over or within 10 metres of any part of the foundations of a proposed electricity tower or

between any two or more proposed electricity towers, the plan to be submitted under sub-paragraph (1) must, in addition to the matters set out in that sub-paragraph, include a method statement describing the matters set out in paragraph 11(3) so far as relevant in this scenario.

(5) Paragraphs 11(4) to (8) and (10) to (12) apply in relation to works to which sub-paragraph (1) or (2) applies.

**19.** Part 4 of Schedule 15 to the 2016 Order (protection for railway interests) has effect as if any reference to Network Rail included a reference to the railway undertaker and if references to railway property included the authorised development.

(53) **General**

(54) **Arbitration**

**20.** Any difference or dispute arising between the railway undertaker and National Grid under this Part of this Schedule must, unless otherwise agreed in writing between the railway undertaker and National Grid, be determined by arbitration in accordance with article 56 (*arbitration*).

(55) **Notices**

**21.** The plans submitted to National Grid by the railway undertaker pursuant to paragraph 11 must be sent to National Grid Plant Protection at **plantprotection@nationalgrid.com** or such other address as National Grid may from time to time appoint instead for that purpose and notify to the railway undertaker in writing.

**Appendix 3:**

**Applicant's Comments on NGET's Deadline 6 submissions**

Paragraph	NGET comment	Applicant's response
<b>1. Introduction:</b>		
1.1	This document summarises the case put by National Grid Electricity Transmission plc (NGET) at Compulsory Acquisition Hearing 2 (CAH2) which took place virtually over Microsoft Teams on 3 March 2021.	-
1.2	In what follows are NGET's submissions on the points raised by the Examining Authority (ExA) under Agenda Item 5 for CAH2 which was published on the Planning Inspectorate's website on 2 March 2021.	-
1.3	Sinead Morrissey (SM), Senior Associate at BDB Pitmans LLP, introduced herself and advised she would be representing NGET at CAH2.	-
1.4	SM explained that NGET has no objection in principle to North Somerset Council's (the Applicant) proposed scheme and is supportive of its objectives. However, NGET is seeking to ensure that the Applicant's proposed Development Consent Order (DCO) (the proposed Order) includes suitable and appropriate protections for its nationally significant infrastructure scheme which will bring electricity to the south west and the Midlands from the new nuclear power station.	The Applicant notes and appreciates the comments from NGET.
1.5	SM explained that NGET's interest in relation to the proposed Order is statutory in nature in that it has been authorised by the Secretary of State (SoS) in the National Grid (Hinkley Point C Connection Project) Order 2016 (the Hinkley Order); all powers required to build and operate the connection have been granted.	Noted
1.6	SM noted that construction has already commenced along other parts of the consented route in accordance with the Hinkley Order. The apparatus which will be placed over a number of the relevant plots where the Applicant is seeking compulsory acquisition powers has not yet been installed. However, SM explained that there is a possibility that NGET will have either secured the relevant land rights required in connection with the apparatus by voluntary agreement, or exercised its own compulsory acquisition powers over the relevant plots by the time a decision could be expected to	Noted and accepted

Paragraph	NGET comment	Applicant's response								
	be made by the SoS in relation to the proposed Order i.e. around October 2021.									
2. NGET Apparatus and Existing Land Rights										
2.1	In terms of apparatus within the relevant plots where the Applicant is seeking permanent acquisition and other land powers such as temporary possession and acquisition of permanent new rights, SM noted that there will be two overhead lines oversailing part of the railway which is shown on sheet 2 of the Land Plans for the Applicant's proposed Order (note SM corrected this reference later on in CAH2, explaining that there will be one overhead line and two conductors). SM noted that it is anticipated this apparatus will be installed between July and August 2023.	Noted and accepted								
2.2	SM reiterated that NGET does not wish to interfere with the Applicant's proposed scheme in any way and instead is seeking to agree the terms of Protective Provisions (PPs) in order to benefit both its own consented scheme and the Applicant's proposed scheme. The inclusion of PPs on the face of the Applicant's proposed Order is the most straightforward way to deal with the interaction between the two schemes.	Noted and this is now accepted by the Applicant.								
2.3	<p>In terms of existing land rights, SM explained that NGET exchanged an Option Agreement in respect of a number of the plots over which the Applicant is seeking compulsory acquisition and temporary possession powers on 15 September 2014, as set out in more detail in the table below:</p> <table><tr><th>Land Plan Sheet Number</th><th>Plot Number</th><th>Option Agreement</th><th>Powers sought by Applicant</th></tr><tr><td>2</td><td>45</td><td>Option Agreement dated 15.09.2014 registered on Title Number ST234160</td><td>Temporary possession for construction, mitigation, access etc.</td></tr></table>	Land Plan Sheet Number	Plot Number	Option Agreement	Powers sought by Applicant	2	45	Option Agreement dated 15.09.2014 registered on Title Number ST234160	Temporary possession for construction, mitigation, access etc.	Noted and accepted
Land Plan Sheet Number	Plot Number	Option Agreement	Powers sought by Applicant							
2	45	Option Agreement dated 15.09.2014 registered on Title Number ST234160	Temporary possession for construction, mitigation, access etc.							



Paragraph	NGET comment				Applicant's response
	2	55	Option Agreement dated 15.09.2014 registered on Title Number ST234160	Compulsory acquisition of all estates and interests	
	2	120	Option Agreement dated 15.09.2014 registered on Title Number ST234160	Temporary possession for construction, mitigation, access etc.	
	2	121	Option Agreement dated 15.09.2014 registered on Title Number ST234160	Compulsory acquisition of permanent new rights	
	2	122	Option Agreement dated 15.09.2014 registered on Title Number ST234160	Temporary possession for construction, mitigation, access etc.	
2.4	The Option Agreement allows for NGET to take a permanent easement over the above plots in connection with its overhead line and associated apparatus.				Noted and accepted
2.5	SM explained that BDB Pitmans has been instructed to execute several General Vesting Declarations (GVD) in respect of other parts of the Hinkley Order route where construction is already underway.				Noted and accepted
2.6	The tower locations in the area affected by the Applicant's proposed scheme have not yet been fixed and whilst NGET cannot therefore be certain that compulsory acquisition powers would be exercised in respect of the relevant plots by October 2021, it is a possibility. NGET served notice on the Applicant of its intention to take temporary possession of the				Noted and accepted

Paragraph	NGET comment	Applicant's response
	following plots in accordance with Article 29 of the Hinkley Order on 5 November 2020: 02/20; 02/25; 02/26; 02/27; 02/50; 02/51; 02/52; 02/53; 02/55; 02/60; 02/70; 02/75; 02/82; 02/83; 02/85; 02/86; 02/90; 02/95; 02/96; 02/100; 02/101; 02/110; 02/125; and 02/130.	
2.7	Following CAH2, NGET has confirmed that it will be in a position to secure the land interests required in connection with the apparatus either by voluntary agreement, or if this is not possible, through the use of its compulsory acquisition powers contained within the Hinkley Order, prior to October 2021.	Noted and accepted
<b>3. Section 127 of the Planning Act 2008</b>		
3.1	SM referred to the cover letter which was submitted by NGET at Deadline 4 (19 January 2021), which set out NGET's view that the provisions of Section 127 of the 2008 Act (the 2008 Act) in relation to statutory undertakers' (SU) land apply in this case.	The Applicant is content that protective provisions should apply, in the form as proposed by the Applicant.
3.2	Section 127 applies if:  o land has been acquired by a SU for the purposes of their undertaking;  o a representation has been made about an application for a DCO which has not been  withdrawn; and  o the SoS is satisfied that the land is used for the purposes of carrying on the undertaking or an interest in land is held for those purposes [our emboldening for emphasis].	The Applicant has accepted the inclusion of protective provisions for the mutual benefit of NGET and the Applicant/Network Rail.
3.3	Where section 127 applies, the SoS can only grant a DCO which provides for the compulsory acquisition of a SU's land if it is satisfied that:	The Applicant believes that its proposed protective provisions will mean that serious detriment will not arise

Paragraph	NGET comment	Applicant's response
	<p>o it can be purchased without serious detriment to the carrying on of the undertaking; or</p> <p>o if purchased it can be replaced by other land belonging to or which can be acquired by the undertaker without serious detriment to its undertaking.</p>	
3.4	SM noted that similar provisions apply in relation to the compulsory acquisition of rights over a SU's land.	The Applicant believes that its proposed protective provisions will mean that serious detriment will not arise
3.5	As set out in the Applicant's response to the ExA's second round of written questions with regard to NGET's proposed PPs at Deadline 5 (16 February 2021), the Applicant does not consider the relevant protection which NGET requires in respect of its statutory functions should take the form of PPs on the face of the proposed Order, on the basis that NGET does not currently hold any land interest or have any apparatus currently in situ within the proposed Order land. The Applicant therefore submits that section 127 of the 2008 Act is not engaged.	The Applicant is content that protective provisions should apply, in the form as proposed by the Applicant.
3.6	SM submitted that, in respect of those plots where an Option Agreement has been exchanged, an interest in land already exists; the Option is registered on the title register for the affected plots at the Land Registry (Title Number ST234160). It is NGET's view that the position with regards to the Option Agreement is analogous to a situation between exchange of contracts and completion of a transfer in a land sale agreement; the purchaser has an equitable interest in the land from the point of exchange of contracts. Similarly, NGET has an equitable interest in those plots which are subject to the Option Agreement.	The Applicant is content that protective provisions should apply, in the form as proposed by the Applicant.
3.7	SM further noted that, in respect of those plots where no Option Agreement has been exchanged and no compulsory acquisition powers have been exercised by NGET, it is NGET's intention to rely either on its compulsory acquisition powers or to seek to agree the requisite rights voluntarily and there is a chance that such rights will have been secured before a decision is expected to be made by the SoS in relation to the proposed Order.	The Applicant notes NGET's position. The Applicant holds land in its freehold ownership for the MetroWest scheme that is required for that scheme and will work with NGET to ensure both schemes may be constructed.

Paragraph	NGET comment	Applicant's response
3.8	SM explained that in any event with regards to timing of the acquisition of rights by NGET, NGET's scheme is fully funded, is already under construction and will be fully implemented; it is not a question of if the apparatus will be installed, but when it will be installed.	The position of NGET is noted
3.9	SM noted that previously made DCOs have included PPs for the benefit of SUs, despite the relevant undertaker not having acquired all of the land concerned. SM gave the example of 23035056.2 3 the M42 Junction 6 DCO 2020 which included PPs for the benefit of High Speed Two (HS2) Limited, notwithstanding that HS2 had not yet acquired all of the relevant land.	The Applicant has agreed to the inclusion of protective provision for the parties' mutual benefit.
3.10	As noted at 2.7 above, following CAH2, NGET has confirmed that it will be in a position to secure the land interests required in connection with the apparatus which is to be installed within the relevant plots prior to October 2021 (when a decision on the proposed Order is expected to be made).	NGET's position is noted.
<b>4. Alternative Position to Section 127 of the 2008 Act</b>		
4.1	SM noted that, notwithstanding NGET's position with regards to the engagement of section 127 of the 2008 Act and in the event that the ExA and / or the SoS do not consider that section 127 applies here, we would still argue that NGET is entitled to PPs in the proposed Order, for reasons which were set out by SM and are summarised below.	The Applicant has agreed to the inclusion of protective provision for the parties' mutual benefit.
4.2	SM noted that although reference was made to section 127 in the cover letter which accompanied NGET's submission at Deadline 4, engagement of that provision is not a pre-requisite to the inclusion of PPs in a DCO.	The Applicant has agreed to the inclusion of protective provision for the parties' mutual benefit.
4.3	In the event that the ExA and / or the SoS takes the view that section 127 is not engaged at this point in time, and either will not or may not be at the point at which the proposed Order is made if granted, NGET still takes the view that PPs ought to be included on the face of the proposed Order. NGET has already been granted consent for the Hinkley Project by the	The Applicant has agreed to the inclusion of protective provision for the parties' mutual benefit.

Paragraph	NGET comment	Applicant's response
	SoS. This is of sufficient importance to merit recognition of the statutory interest in the proposed Order.	
4.4	SM noted that if the Applicant's proposed Order is granted, both parties will have statutory powers in relation to the same parcels of land, and it therefore makes sense to regulate their interaction on the face of the proposed Order. Such regularisation is of benefit to the Applicant as well as NGET; NGET has already been granted statutory powers to construct and operate its scheme.	The Applicant has agreed to the inclusion of protective provision for the parties' mutual benefit.
4.5	SM noted that a party does not need to be a SU or body to have the benefit of PPs on the face of a DCO and referred to other DCOs which have included PPs for the benefit of such parties. SM referred to the example of the A303 (Amesbury to Berwick Down) DCO 2020 which contained PPs for the benefit of Esso Petroleum Company Limited.	The Applicant has agreed to the inclusion of protective provision for the parties' mutual benefit.
4.6	Further examples of previously granted DCOs which have included PPs for the benefit of non-SUs are set out in the table below: <i>[table omitted by the Applicant As the Applicant has agreed to the inclusion of protective provisions]</i>	The Applicant has agreed to the inclusion of protective provision for the parties' mutual benefit.
<b>5. Response from the Applicant</b>		
5.1	Richard Guyatt (RG), Partner at Womble Bond Dickinson, who was representing the Applicant, responded to points which had been made by SM. In summary, RG noted that:	-
5.1.1	There is a need to think about who owns the relevant land, noting that the Applicant owns the principal part of the land.	The Applicant will work with NGET in accordance with the protective provisions to achieve a mutually acceptable solution
5.1.2	NGET is seeking compulsory acquisition powers over the Applicant's land and then seeking to impose restrictions on how the Applicant uses its land.	The Applicant has not included in the protective provisions those provisions sought by NGET enabling it to be indemnified by the Applicant and for NGET to be able to injunct the Applicant's activities on the Applicant's land. The Applicant believes those provisions are inappropriate in all of the circumstances, particularly



Paragraph	NGET comment	Applicant's response
		where the Applicant will be carrying out works on its own land, if the MetroWest development consent is made. NGET should not be able to control the land of the Applicant to the extent sought by NGET through the MetroWest Order and should instead rely on its powers under the HPCC Order to secure the powers over the Applicant's land that NGET seeks.
5.1.3	In every other DCO situation where NGET has made comments, PPs apply where the applicant is seeking to acquire land where the party seeking protection already has apparatus installed.	-
5.1.4	The Applicant accepts that previously made DCOs may include PPs for non-SU parties but noted that this would need to be considered on a case by case basis; the Applicant does not consider that other DCOs referred to reflect the situation where the applicant owns the land concerned.	The Applicant has agreed to the inclusion of protective provision for the parties' mutual benefit.
5.2	In response to points made by RG on behalf of the Applicant, SM noted that:	-
5.2.1	NGET already has statutory powers for its scheme, construction has already commenced and the relevant apparatus will be installed over the railway between July and August 2023. It is therefore completely sensible that the position with regards to the interaction between the two schemes is regularised at the point the proposed Order is made.	The Applicant has agreed to the inclusion of protective provision for the parties' mutual benefit.
5.2.2	The matter of NGET's acquisition of rights over the Applicant's land in accordance with the Hinkley Order is a completely separate matter to that of the requirement for PPs in the proposed Order. Whilst NGET does not consider the matter of land rights to be irrelevant and indeed is keen to continue to discuss the voluntary acquisition of such rights with the Applicant, the acquisition of those rights, whether voluntarily or compulsorily, does not negate the need for PPs.	The Applicant has agreed to the inclusion of protective provision for the parties' mutual benefit.

Paragraph	NGET comment	Applicant's response
5.2.3	To expand on the response provided by SM during CAH2 in this regard, NGET would require the land rights over the Applicant's land whether or not an application for the proposed Order had been submitted. The need for PPs only arises because of the requirement to protect NGET's position as a provider of critical infrastructure insofar as it may be affected by the proposed Order.	The Applicant has agreed to the inclusion of protective provision for the parties' mutual benefit.
5.3	The ExA asked if the Applicant had made similar representations in relation to PPs at the time Hinkley Order was being considered. RG explained that the Applicant had asked for PPs but NGET did not agree they were required. RG further noted that the ExA and the SoS agreed with NGET in this regard and as such no PPs were included in the Hinkley Order for the benefit of the Applicant.	-
5.4	SM noted the distinction between the situation where the Applicant was seeking PPs in the Hinkley Order and the current situation; at the time the Hinkley Order was being considered, the Applicant had not yet submitted its application for development consent. This was therefore a very different situation to the current one, where NGET has secured consent for and commenced construction of its scheme.	-
5.5	In order to provide further information and clarification in response to the ExA's query, extracts from the ExA's recommendation report to the SoS and the SoS's decision letter in relation to the Applicant's request for PPs in the Hinkley Order are appended to this document (Appendix 1).	The Applicant notes the suggestion of mutually beneficial protective provisions was made in the Secretary of State's decision letter on the HPCC Order.
<b>6. National Grid's Proposed Protective Provisions</b>		
6.1	SM noted that NGET had not received any comments from the Applicant in relation to the proposed form of PPs. RG responded that this was because the Applicant did not consider that PPs were required but that the Applicant could provide its own suggested form of PPs which could be used in the event that the ExA and / or the SoS agreed with NGET that they ought to be included in the proposed Order.	The Applicant has agreed to the inclusion of protective provision for the parties' mutual benefit.

Paragraph	NGET comment	Applicant's response
6.2	SM noted that the proposed PPs are in a standard form which are similar to those which have been included in the following DCOs:	The form proposed by NGET has been retained so far as is possible but modified to be of mutual benefit and to reflect that it is HPCC that is coming to the Applicant's freehold land, in relation to the Applicant's land at Sheepway.
6.2.1	The M42 Junction 6 DCO 2020;	
6.2.2	The Cleve Hill Solar Park Order 2020;	
6.2.3	The Riverside Energy Park Order 2020; and	
6.2.4	The Hornsea Three Offshore Wind Farm Order 2020.	
6.3	SM provided a summary of the proposed form of PPs.	
6.4	RG made several points in relation to the proposed PPs, but it was agreed that such matters should be discussed between the parties outside of CAH2.	-
6.5	SM confirmed that it would be helpful to NGET for the Applicant to provide comments on the proposed PPs, which NGET could then respond to.	The Applicant has provided its own draft of the Protective Provisions provided by NGET for NGET's consideration
6.6	As at the date of this submission (15 March 2021), NGET has not yet received any comments from the Applicant in relation to the proposed PPs.	As above
6.7	SM reiterated that the acquisition of rights over the Applicant's land by NGET is a separate matter to the protection which NGET must have in respect of its statutory interests insofar as those interests may be affected by the proposed scheme.	The Applicant has agreed to the inclusion of protective provision for the parties' mutual benefit.



**Appendix 4:**

**Extract of Part 1 of Book of Reference listing plots in which NGET appears**

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
01/10	219.94 square metres of grassland and shrubbery; south of Harbour Road, Portishead  <i>(ST237350 – Freehold)</i>	Ideal Developments Limited Persimmon House Fulford York YO19 4FE <i>(Co. Reg. – 00818490)</i>	National Grid Electricity Transmission PLC 1 - 3 Strand London WC2N 5EH (Co. Reg. - 02366977) (in respect of rights of a road bridge) (in respect of rights of drainage)	Freehold  landscaping for new path	Where the Central Electricity Generating Board is registered as holding rights over land at Portishead National Grid has been scheduled as a potential successor in title to CEGB. However the rights (which include a right of way from the power stations to an area where power station ash was deposited) are believed to relate to the operation of the former Portishead Power stations, both of which were demolished by 1992	None anticipated as the Applicant believes there is no NGET apparatus in the location. If the Applicant is incorrect then Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO  The HPCC Order land does not affect any plot on sheet 1 of the MetroWest Land Plan. The bridge has been replaced by the Harbour Road Bridge

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
						There will be no impact on drainage in to the adjacent watercourse
01/11	17.65 square metres of grassland and shrubbery; south of Harbour Road and north east of Old Mill Road, Portishead  (ST237350 – Freehold)	Ideal Developments Limited Persimmon House Fulford York YO19 4FE (Co. Reg. – 00818490)	National Grid Electricity Transmission PLC 1 - 3 Strand London WC2N 5EH (Co. Reg. - 02366977) (in respect of rights of a road bridge) (in respect of rights of drainage)	Freehold  landscaping for new path	see 01/10	see 01/10
01/15	170.98 square metres of footpath south of Harbour Road, Portishead  (ST237350 – Freehold)	Ideal Developments Limited Persimmon House Fulford York YO19 4FE (Co. Reg. – 00818490)	National Grid Electricity Transmission PLC 1 - 3 Strand London WC2N 5EH (Co. Reg. - 02366977) (in respect of rights of a road bridge) (in respect of rights of drainage)	Freehold – for works to and maintenance of path	See Plot 01/10	See Plot 01/10
01/16	671.42 square metres of grassland and shrubbery east of Portbury Ditch	Ideal Developments Limited Persimmon House Fulford York	National Grid Electricity Transmission PLC 1 - 3 Strand London WC2N 5EH	Freehold – for works to and maintenance of path	See Plot 01/10	See Plot 01/10

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	watercourse, Portishead  (ST237350 – Freehold)	YO19 4FE (Co. Reg. – 00818490)	(Co. Reg. - 02366977) (in respect of rights of a road bridge) (in respect of rights of drainage)			
01/25	222.79 square metres of Harbour Road; east of Newfoundland Way and south of Kestrel Court, Portishead  (ST237350 – Freehold)	Ideal Developments Limited Persimmon House Fulford York YO19 4FE (Co. Reg. – 00818490)	National Grid Electricity Transmission PLC 1 - 3 Strand London WC2N 5EH (Co. Reg. - 02366977) (in respect of rights of a road bridge) (in respect of rights of drainage)	Freehold  Widening of footway of Harbour Road	See Plot 01/10	See Plot 01/10
01/30	1348.35 square metres of grassland, trees, hedges and shrubbery, south of Harbour Road, Portishead  (ST237350 – Freehold)	Ideal Developments Limited Persimmon House Fulford York YO19 4FE (Co. Reg. – 00818490)	National Grid Electricity Transmission PLC 1 - 3 Strand London WC2N 5EH (Co. Reg. - 02366977) (in respect of rights of a road bridge) (in respect of rights of drainage)	Freehold  Car park and landscaping	See Plot 01/10	See Plot 01/10
01/35	12042.61 square metres of grassland, trees,	North Somerset Council Town Hall	National Grid Electricity Transmission PLC 1 - 3 Strand	Already in Applicant's	Where the Central Electricity Generating Board are registered as holding rights	None anticipated as the Applicant believes there is no NGET apparatus in

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	<p>shrubbery, drain and part of the disused railway corridor; south of Harbour Road, Portishead</p> <p>(ST275850 – Freehold)</p>	<p>Walliscote Grove Road Weston-super-Mare BS23 1UJ</p>	<p>London WC2N 5EH (Co. Reg. - 02366977) (in respect of apparatus)</p>	<p>freehold ownership</p> <p>Car park and landscaping</p>	<p>over land at Portishead National Grid has been scheduled as a potential successor in title to CEGB.</p> <p>The rights in question appear to relate to electricity cables associated with the former Portishead Power Stations. The Applicant does not believe NGET retains cables in this location. If the Applicant is incorrect then Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO</p>	<p>the location. If the Applicant is incorrect then Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO</p>
02/18	<p>9.46 square metres of grassland, shrubbery and trees, north of the highway of Sheepway, Portbury</p> <p>(ST234160 – Freehold)</p>	<p>Colin Michael Henry Crossman Shipway Gate Farm Sheepway Portbury Bristol BS20 7TB</p>	<p>National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary)</p>	<p>Freehold</p> <p>Access and Maintenance of adjacent track drainage</p>	<p>The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO</p>	<p>Protective Provisions will apply</p>

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
02/20	20039.14 square metres of Portbury Wharf Ecology Park, east of Fennel Road, Portishead  (ST204517 – Freehold)	Ideal Developments Limited Persimmon House Fulford York YO19 4FE (Co. Reg. – 00818490)	National Grid Electricity Transmission PLC 1 – 3 Strand London WC2N 5EH (Co. Reg. 02366977) (Included in Hinkley Point C Connection Project Order Land)	Temporary access  Access for Ecological mitigation – species relocation	The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	Protective Provisions will apply
02/25	12019.15 square metres of grassland, shrubbery, trees, drain and the disused railway corridor, south of Fennel Road and north of the highway of Sheepway, Portbury and overhead electricity lines  (ST275850 – Freehold)	North Somerset Council Town Hall Walliscote Grove Road Weston-super-Mare BS23 1UJ	National Grid Electricity Transmission PLC 1 – 3 Strand London WC2N 5EH (Co. Reg. 02366977) (Included in Hinkley Point C Connection Project Order Land)	Already in Applicant's freehold ownership  Construction of new railway	The Applicant is the freehold owner of the land. Protective provisions for the benefit of NGET and the railway undertaker are proposed to be included in the dDCO	Protective Provisions will apply
02/26	508.02 square metres of	North Somerset Council	National Grid Electricity	Already in Applicant's	The Applicant is proposing to include protective provisions	Protective Provisions will apply

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	Portbury Wharf Ecology Park, north of the disused railway corridor and east of Fennel Road, Portishead  (ST275850 – Freehold)	Town Hall Walliscote Grove Road Weston-super-Mare BS23 1UJ	Transmission PLC 1 – 3 Strand London WC2N 5EH (Co. Reg. 02366977) (Included in Hinkley Point C Connection Project Order Land)	freehold ownership  Temporary  Temporary – for fencing installation on adjacent land	for the benefit of NGET in the dDCO	
02/27	24.81 square metres of Portbury Wharf Ecology Park, north of the disused railway corridor and east of Fennel Road, Portishead  (ST204517 – Freehold)	Ideal Developments Limited Persimmon House Fulford York YO19 4FE (Co. Reg. – 00818490)	National Grid Electricity Transmission PLC 1 – 3 Strand London WC2N 5EH (Co. Reg. 02366977) (Included in Hinkley Point C Connection Project Order Land)		The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO  Access for Ecological mitigation – species relocation	Protective Provisions will apply
02/30	1252.36 square metres of footpath leading to a pond at Portbury Wharf Ecology Park, east of Fennel	Ideal Developments Limited Persimmon House Fulford York YO19 4FE (Co. Reg. – 00818490)	National Grid Electricity Transmission PLC 1 – 3 Strand London WC2N 5EH (Co. Reg. 02366977)	Temporary  Access for Ecological mitigation – species relocation	The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	Protective Provisions will apply



Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	Road, Portishead and overhead electricity lines  (ST204517 – Freehold)		(Included in Hinkley Point C Connection Project Order Land)			
02/35	2323.43 square metres of Portbury Wharf Ecology Park, north of the highway of Sheepway, Portbury and west of Shipway Gate Farm, Portbury  (ST204517 – Freehold)	Ideal Developments Limited Persimmon House Fulford York YO19 4FE (Co. Reg. – 00818490)	National Grid Electricity Transmission PLC 1 – 3 Strand London WC2N 5EH (Co. Reg. 02366977) (Included in Hinkley Point C Connection Project Order Land)	Temporary  Temporary compound	The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	Protective Provisions will apply
02/36	339.48 square metres of access track at Portbury Wharf Ecology Park, north of the highway of Sheepway, Portbury and west of Shipway	Ideal Developments Limited Persimmon House Fulford York YO19 4FE (Co. Reg. – 00818490)	National Grid Electricity Transmission PLC 1 – 3 Strand London WC2N 5EH (Co. Reg. 02366977) (Included in Hinkley Point C Connection	Permissive of track for diverted cycle route	The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	Protective Provisions will apply

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	Gate Farm, Portbury  (ST204517 – Freehold)		Project Order Land)			
02/37	2296.61 square metres of Portbury Wharf Ecology Park, north of the highway of Sheepway, Portbury and north west of Shipway Gate Farm, Portbury  (ST204517 – Freehold)	Ideal Developments Limited Persimmon House Fulford York YO19 4FE (Co. Reg. – 00818490)	National Grid Electricity Transmission PLC 1 – 3 Strand London WC2N 5EH (Co. Reg. 02366977) (Included in Hinkley Point C Connection Project Order Land)	Permissive of track for diverted cycle route and temporary access to Hinkley Point C Connection Project Order Land	The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	Protective Provisions will apply
02/41	2509.40 square metres of grassland, shrubbery and trees, north of the highway of Sheepway, Portbury and overhead electricity lines	Colin Michael Henry Crossman Shipway Gate Farm Sheepway Portbury Bristol BS20 7TB	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of unilateral notice and beneficiary and in Hinkley Point C Connection	Temporary haul road	The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	Protective Provisions will apply



Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	(ST234160 – Freehold)		Project Order Land)			
02/45	2540.47 square metres of grassland, shrubbery and trees, north of the highway of Sheepway, Portbury and overhead electricity lines  (ST234160 – Freehold)	Colin Michael Henry Crossman Shipway Gate Farm Sheepway Portbury Bristol BS20 7TB	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of unilateral notice and beneficiary and in Hinkley Point C Connection Project Order Land)	Temporary haul road	The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	Protective Provisions will apply
02/50	467.64 square metres of the highway of Sheepway, Portbury, south of the disused railway corridor, Portbury  (Unregistered)	Unregistered  North Somerset Council Town Hall Walliscote Grove Road Weston-super-Mare BS23 1UJ (as highway authority)	National Grid Electricity Transmission PLC 1 – 3 Strand London WC2N 5EH (Co. Reg. 02366977) (Included in Hinkley Point C Connection Project Order Land)	Freehold  Highway and will remain highway	The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	Protective provisions will apply
02/51	274.67 square metres of shrubbery and	Unregistered / Unknown	National Grid Electricity Transmission PLC	Freehold  Highway verge	The Applicant is proposing to include protective provisions	Protective provisions will apply

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	trees, south of the highway of Sheepway, Portbury  (Unregistered)		1 – 3 Strand London WC2N 5EH (Co. Reg. 02366977) (Included in Hinkley Point C Connection Project Order Land)		for the benefit of NGET in the dDCO	
02/52	185.11 square metres of shrubbery and trees, north of the highway of Sheepway, Portbury  (Unregistered)	Unregistered / Unknown	National Grid Electricity Transmission PLC 1 – 3 Strand London WC2N 5EH (Co. Reg. 02366977) (Included in Hinkley Point C Connection Project Order Land)	Freehold  Highway verge	The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	Protective provisions will apply
02/53	555.55 square metres of the highway of Sheepway, Portbury, south of the disused railway corridor, Portbury  (Unregistered)	Unregistered  North Somerset Council Town Hall Walliscote Grove Road Weston-super-Mare BS23 1UJ (as highway authority)	National Grid Electricity Transmission PLC 1 – 3 Strand London WC2N 5EH (Co. Reg. 02366977) (Included in Hinkley Point C Connection Project Order Land)	Freehold  Highway (and will remain highway)	The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	Protective provisions will apply

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
		Colin Michael Henry Crossman Shipway Gate Farm Sheepway Portbury Bristol BS20 7TB (in respect of subsoil to half width of highway)				
02/55	997.88 square metres of land, hardstanding and track forming access to pastureland; south of the highway of Sheepway, west of the disused railway corridor, Portbury and overhead electricity lines  (ST234160 – Freehold)	Colin Michael Henry Crossman Shipway Gate Farm Sheepway Portbury Bristol BS20 7TB	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of unilateral notice and beneficiary and in Hinkley Point C Connection Project Order Land)	Freehold  to improve existing access. Applicant will provide right of access to NGET (and WPD) over land if land acquired compulsorily	The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	Protective provisions will apply
02/60	136.03 square metres of	Unregistered / Unknown	National Grid Electricity	Temporary – for fencing	The Applicant is proposing to include protective provisions	Protective provisions will apply

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	shrubby, trees and drain; south of the highway of Sheepway, Portbury and overhead electricity lines  (Unregistered)		Transmission PLC 1 – 3 Strand London WC2N 5EH (Co. Reg. 02366977) (Included in Hinkley Point C Connection Project Order Land)	installation on adjacent land	for the benefit of NGET in the dDCO	
02/65	25.77 square metres of shrubby and trees; south of the highway of Sheepway, Portbury  (Unregistered)	Unregistered / Unknown	National Grid Electricity Transmission PLC 1 – 3 Strand London WC2N 5EH (Co. Reg. 02366977) (Included in Hinkley Point C Connection Project Order Land)	Temporary  Haul road	The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	Protective provisions will apply
02/70	5022.48 square metres of grassland, shrubby and trees forming part of the disused railway corridor and embankment of the railway	North Somerset Council Town Hall Walliscote Grove Road Weston-super-Mare BS23 1UJ	National Grid Electricity Transmission PLC 1 – 3 Strand London WC2N 5EH (Co. Reg. 02366977) (Included in Hinkley Point C Connection	Already in Applicant's freehold ownership  For new railway	The Applicant is the freehold owner of the land. Protective provisions for the benefit of NGET and the railway undertaker are proposed to be included in the dDCO	Protective provisions will apply

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	bridge; south east of the highway of Sheepway, Portbury and overhead electricity lines  (ST275850 – Freehold)		Project Order Land)			
02/75	174.17 square metres of shrubbery, trees and drain; north of the highway of Sheepway, Portbury  (Unregistered)	Unregistered / Unknown	National Grid Electricity Transmission PLC 1 – 3 Strand London WC2N 5EH (Co. Reg. 02366977) (Included in Hinkley Point C Connection Project Order Land)	Temporary  Haul road access	The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	Protective provisions will apply
02/82	493.12 square metres of shrubbery and trees; north of the highway of Sheepway, Portbury  (Unregistered)	Unregistered / Unknown	National Grid Electricity Transmission PLC 1 – 3 Strand London WC2N 5EH (Co. Reg. 02366977) (Included in Hinkley Point C Connection	Temporary  Haul road visibility splays	The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	Protective provisions will apply

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
			Project Order Land)			
02/83	2517.02 square metres of shrubbery and trees; south of the highway of Sheepway, Portbury  (Unregistered)	Unregistered / Unknown	National Grid Electricity Transmission PLC 1 – 3 Strand London WC2N 5EH (Co. Reg. 02366977) (Included in Hinkley Point C Connection Project Order Land)	Freehold  Highway and will remain highway	The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	Protective provisions will apply
02/85	71.90 square metres of shrubbery, trees and drain; south of the highway of Sheepway, Portbury  (Unregistered)	Unregistered / Unknown	National Grid Electricity Transmission PLC 1 – 3 Strand London WC2N 5EH (Co. Reg. 02366977) (Included in Hinkley Point C Connection Project Order Land)	Temporary access	The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	Protective provisions will apply
02/86	289.87 square metres of the highway of Sheepway, west of the disused railway corridor, Portbury	Unregistered  North Somerset Council Town Hall Walliscote Grove Road Weston-super-Mare	National Grid Electricity Transmission PLC 1 – 3 Strand London WC2N 5EH (Co. Reg. 02366977) (Included in Hinkley	Freehold  Highway and will remain highway	The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	Protective provisions will apply



Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	<i>(Unregistered)</i>	<p>BS23 1UJ (as highway authority)</p> <p>John Nurse Keen Hall Farm Coxley Wells BA5 1RQ (in respect of subsoil to half width of highway)</p> <p>Withers Trust Corporation Limited c/o Withers LLP Third Floor 20 Old Bailey London EC4M 7AN (Co. Reg. – 03697358) (in respect of subsoil to half width of highway)</p>	Point C Connection Project Order Land)			
02/90	31.14 square metres of hardstanding and shrubbery; south of the highway of	Unregistered / Unknown	National Grid Electricity Transmission PLC 1 – 3 Strand London WC2N 5EH	Freehold  to improve existing access. Applicant will provide right of	The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	Protective provisions will apply

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	Sheepway, Portbury  (Unregistered)		(Co. Reg. 02366977) (Included in Hinkley Point C Connection Project Order Land)	access to NGET (and WPD) over land if land acquired compulsorily		
02/95	119.67 square metres of the highway of Sheepway, bridge structure and disused railway corridor below, west of Shipway Gate Farm, Portbury  (Unregistered)	Unregistered  North Somerset Council Town Hall Walliscote Grove Road Weston-super-Mare BS23 1UJ (in respect of the disused railway corridor below, as highway authority of land above and of subsoil to half width of highway)  Network Rail Infrastructure Limited 1 Eversholt Street London NW1 2DN (Co. Reg. - 02904587)	National Grid Electricity Transmission PLC 1 – 3 Strand London WC2N 5EH (Co. Reg. 02366977) (Included in Hinkley Point C Connection Project Order Land)	Freehold  Railway.  Highway of Sheepway will remain highway	The Applicant is the freehold owner of the land. Protective provisions for the benefit of NGET and the railway undertaker are proposed to be included in the dDCO	Protective provisions will apply



Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
		(in respect of potential ownership of disused railway corridor below)				
02/96	92.62 square metres of the highway of Sheepway, bridge structure and disused railway corridor below, west of Shipway Gate Farm, Portbury  (Unregistered)	<p>Unregistered</p> <p>North Somerset Council Town Hall Walliscote Grove Road Weston-super-Mare BS23 1UJ (in respect of the disused railway corridor below, as highway authority of land above and of subsoil to half width of highway)</p> <p>Network Rail Infrastructure Limited 1 Eversholt Street London NW1 2DN (Co. Reg. - 02904587) (in respect of potential ownership</p>	National Grid Electricity Transmission PLC 1 – 3 Strand London WC2N 5EH (Co. Reg. 02366977) (Included in Hinkley Point C Connection Project Order Land)	Freehold  For railway.  Highway of Sheepway will remain highway	The Applicant is the freehold owner of the land. Protective provisions for the benefit of NGET and the railway undertaker are proposed to be included in the dDCO	Protective provisions will apply

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
		of disused railway corridor below)				
02/100	512.65 square metres of the highway of Sheepway, north west of Shipway Gate Farm, Portbury  (Unregistered)	Unregistered  North Somerset Council Town Hall Walliscote Grove Road Weston-super-Mare BS23 1UJ (as highway authority)  Ideal Developments Limited Persimmon House Fulford York YO19 4FE (Co. Reg. – 00818490) (in respect of subsoil to half width of highway)	National Grid Electricity Transmission PLC 1 – 3 Strand London WC2N 5EH (Co. Reg. 02366977) (Included in Hinkley Point C Connection Project Order Land)	Freehold  Highway will remain highway  Access for new maintenance compound	The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	Protective provisions will apply
02/101	574.30 square metres of the highway of Sheepway, north west of Shipway	Unregistered  North Somerset Council Town Hall	National Grid Electricity Transmission PLC 1 – 3 Strand London WC2N 5EH	Freehold  Highway will remain highway	The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	Protective provisions will apply

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	Gate Farm, Portbury  (Unregistered)	Walliscote Grove Road Weston-super-Mare BS23 1UJ (as highway authority)  Colin Michael Henry Crossman Shipway Gate Farm Sheepway Portbury Bristol BS20 7TB (in respect of subsoil to half width of highway)	(Co. Reg. 02366977) (Included in Hinkley Point C Connection Project Order Land)			
02/105	2245.15 square metres of Portbury Wharf Ecology Park and footpath north of the disused railway corridor and north of the highway of Sheepway, Portbury	Ideal Developments Limited Persimmon House Fulford York YO19 4FE (Co. Reg. – 00818490)	National Grid Electricity Transmission PLC 1 – 3 Strand London WC2N 5EH (Co. Reg. 02366977) (Included in Hinkley Point C Connection Project Order Land)	Freehold  Maintenance compound for railway	The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	Protective provisions will apply

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	(ST204517 – Freehold)					
02/110	44.49 square metres of hardstanding, north of the highway of Sheepway, Portbury  (Unregistered)	Unregistered / Unknown	National Grid Electricity Transmission PLC 1 – 3 Strand London WC2N 5EH (Co. Reg. 02366977) (Included in Hinkley Point C Connection Project Order Land)	Freehold  Access for new maintenance compound	The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	Protective provisions will apply
02/115	331.31 square metres of grassland, shrubbery and trees forming part of the embankment of the railway bridge; south of the highway of Sheepway, Portbury  (ST234160 – Freehold)	Colin Michael Henry Crossman Shipway Gate Farm Sheepway Portbury Bristol BS20 7TB	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of unilateral notice and beneficiary and included in Hinkley Point C Connection Project Order Land)	Freehold  Approach to Sheepway Bridge. Required for maintenance of the bridge	The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	Protective provisions will apply
02/116	637.15 square metres of	Colin Michael Henry Crossman		Temporary – for fencing	The Applicant is proposing to include protective provisions	Protective provisions will apply

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	grassland, shrubbery and trees forming part of the embankment of the railway bridge; south of the highway of Sheepway, Portbury  (ST234160 – Freehold)	Shipway Gate Farm Sheepway Portbury Bristol BS20 7TB	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of unilateral notice and beneficiary and included in Hinkley Point C Connection Project Order Land)	installation on adjacent land	for the benefit of NGET in the dDCO	
02/117	110.46 square metres of grassland, shrubbery, trees and drain at Shipway Gate Farm, Portbury  (ST234160 – Freehold)	Colin Michael Henry Crossman Shipway Gate Farm Sheepway Portbury Bristol BS20 7TB	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of unilateral notice and beneficiary)	Permanent new right – to maintain culvert head	The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	Protective provisions will apply
02/118	172.72 square metres of grassland, shrubbery, trees and drain at	Colin Michael Henry Crossman Shipway Gate Farm Sheepway Portbury Bristol	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH	Temporary – for fencing installation on adjacent land	The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	Protective provisions will apply

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	Shipway Gate Farm, Portbury  (ST234160 – Freehold)	BS20 7TB	(in respect of unilateral notice and beneficiary)			
02/120	6526.17 square metres of grassland, shrubbery, trees, drain and access track; south of the disused railway corridor and south of the highway of Sheepway, Portbury and overhead electricity lines  (ST234160 – Freehold)	Colin Michael Henry Crossman Shipway Gate Farm Sheepway Portbury Bristol BS20 7TB	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of unilateral notice and beneficiary and included in Hinkley Point C Connection Project Order Land)	Temporary Haul road	The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	Protective provisions will apply
02/121	3050.08square metres of grassland, shrubbery and trees; south of the disused railway corridor	Colin Michael Henry Crossman Shipway Gate Farm Sheepway Portbury Bristol BS20 7TB	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977)	Permanent new right for access to NGET and WPD apparatus	The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	Protective provisions will apply



Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	and south east of the highway of Sheepway, Portbury and overhead electricity lines  (ST234160 – Freehold)		(in respect of unilateral notice and beneficiary and included in Hinkley Point C Connection Project Order Land)			
02/122	238.68 square metres of grassland, shrubbery and trees; south of the disused railway corridor and south east of the highway of Sheepway, Portbury and overhead electricity lines  (ST234160 – Freehold)	Colin Michael Henry Crossman Shipway Gate Farm Sheepway Portbury Bristol BS20 7TB	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of unilateral notice and beneficiary and included in Hinkley Point C Connection Project Order Land)	Temporary – turning area for haul road	The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	Protective provisions will apply
02/125	90.50 square metres of grassland and track forming	North Somerset Council Town Hall	National Grid Electricity Transmission PLC 1 – 3 Strand	Already in Applicant's freehold ownership	The Applicant is the freehold owner of the land. Protective provisions for the benefit of NGET and the	Protective provisions will apply

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	access track via disused railway corridor from Shipway Gate Farm, Portbury; east of the highway of Sheepway, Portbury  (ST275850 – Freehold)	Walliscote Grove Road Weston-super-Mare BS23 1UJ	London WC2N 5EH (Co. Reg. 02366977) (Included in Hinkley Point C Connection Project Order Land)	For new railway	railway undertaker are proposed to be included in the dDCO	
02/130	2193.79 square metres of grassland, shrubbery, tracks and drains forming part of the disused railway corridor; east of the highway of Sheepway, Portbury  (ST275850 – Freehold)	North Somerset Council Town Hall Walliscote Grove Road Weston-super-Mare BS23 1UJ	National Grid Electricity Transmission PLC 1 – 3 Strand London WC2N 5EH (Co. Reg. 02366977) (Included in Hinkley Point C Connection Project Order Land)	Already in Applicant's freehold ownership  For new railway	The Applicant is the freehold owner of the land. Protective provisions for the benefit of NGET and the railway undertaker are proposed to be included in the dDCO	Protective provisions will apply
03/67	77.55 square metres of	Best Holdings (UK) Limited	National Grid Electricity Transmission PLC	Temporary – for fencing	The Applicant believes that NGET's cables will no longer	no



Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	grassland, trees and shrubbery; north of the disused railway corridor, and east of Station Road, Portbury  (ST343747 – Freehold) (AV213530 – Leasehold)	166 College Road Harrow Middlesex HA1 1RA (Co. Reg. – 08383054)	1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary) (in respect of an option for easement)	installation on adjacent land	affect this parcel. The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	
03/71	2318.97 square metres of arable land, grassland, trees and shrubbery, south of the disused railway corridor and north of The Portbury Hundred (A369), Portbury  (AV156988 – Freehold)	Bessie Ellen Stone Forresters Lodge Cadbury Camp Lane Clapton-in-Gordano North Somerset BS20 7SB  Christopher Arthur Stone Forresters Lodge Cadbury Camp Lane Clapton-in-Gordano North Somerset BS20 7SB	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of an option for easement)	Temporary  Haul road	The Applicant believes that NGET's cables will no longer affect this parcel. The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	no
03/73	170.24 square metres of trees	Bessie Ellen Stone Forresters Lodge	National Grid Electricity Transmission PLC	Freehold – for maintenance to	The Applicant believes that NGET's cables will no longer	no

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	and shrubbery, south of the disused railway corridor and north of The Portbury Hundred (A369), Portbury  (AV156988 – Freehold)	Cadbury Camp Lane Clapton-in-Gordano North Somerset BS20 7SB  Christopher Arthur Stone Forresters Lodge Cadbury Camp Lane Clapton-in-Gordano North Somerset BS20 7SB	1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of an option for easement)	existing track drain	affect this parcel. The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	
03/76	519.23 square metres of grassland, trees and shrubbery; north of the disused railway corridor, and east of Station Road, Portbury  (AV236677 – Freehold) (AV213530 – Leasehold)	First Corporate Shipping Limited t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary) (in respect of an option for easement)	Temporary – for fencing installation on adjacent land	The Applicant believes the proposed cables will be some distance from this plot. In any event the Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	no
03/78	7.64 square metres of grassland, trees	First Corporate Shipping Limited	National Grid Electricity Transmission PLC 1-3 Strand	Permanent new right – access to	The Applicant believes the proposed cables will be some distance from this plot.	no

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	and shrubbery; north of the disused railway corridor, and east of Station Road, Portbury  (AV236677 – Freehold) (AV213530 – Leasehold)	t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)	London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary) (in respect of an option for easement) (in respect of potential reserved rights and access)	culvert for maintenance	In any event the Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	
03/79	5.85 square metres of grassland, trees and shrubbery; north of the disused railway corridor, and east of Station Road, Portbury  (AV236677 – Freehold) (AV213530 – Leasehold)	First Corporate Shipping Limited t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary) (in respect of an option for easement)	Permanent new right – access to culvert for maintenance	The Applicant believes the proposed cables will be some distance from this plot. In any event the Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	no
03/81	0.45 square metres of grassland, trees	Best Holdings (UK) Limited 166 College Road	National Grid Electricity Transmission PLC 1-3 Strand	Permanent new right – access to	The Applicant believes the proposed cables will be some distance from this plot.	no

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	and shrubbery; north of the disused railway corridor, and east of Station Road, Portbury  (ST343747 – Freehold) (AV213530 – Leasehold)	Harrow HA1 1RA (Co. Reg. – 08383054)	London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary) (in respect of an option for easement)	culvert for maintenance	In any event the Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	
04/06	388 square metres of grassland, shrubbery and trees; north of the disused railway corridor and north of The Portbury Hundred (A369), Portbury  (AV236677 – Freehold) (AV213530 – Leasehold)	First Corporate Shipping Limited t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary) (in respect of an option for easement)	Temporary – for fencing installation on adjacent land	The Applicant believes the proposed cables will be some distance from this plot. In any event the Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	no
04/07	35.25 square metres of	First Corporate Shipping Limited	National Grid Electricity Transmission PLC	Temporary – for fencing	The Applicant believes the proposed cables will be	no

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	grassland, shrubbery and part of The Drove, Portbury  (AV236677– Freehold)	t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)	1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary) (in respect of an option for easement)	installation on adjacent land	some distance from this plot. In any event the Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	
04/08	83.03 square metres of grassland, shrubbery and trees; north of the disused railway corridor and north of The Portbury Hundred (A369), Portbury  (AV236677 – Freehold) (AV213530 – Leasehold)	First Corporate Shipping Limited t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary) (in respect of an option for easement)	Temporary – for fencing installation on adjacent land	The Applicant believes the proposed cables will be some distance from this plot. In any event the Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	no



Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
04/10	584.77 square metres of grassland, shrubbery and trees; south of the disused railway corridor and north of The Portbury Hundred (A369), Portbury  (AV156988 – Freehold)	Bessie Ellen Stone Forresters Lodge Cadbury Camp Lane Clapton-in-Gordano North Somerset BS20 7SB  Christopher Arthur Stone Forresters Lodge Cadbury Camp Lane Clapton-in-Gordano North Somerset BS20 7SB	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of an option for easement)	Temporary haul road	The Applicant believes that NGET's cables will no longer affect this parcel. The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	no
04/11	50.70 square metres of grassland, shrubbery and trees; south of the disused railway corridor and north of The Portbury Hundred (A369), Portbury  (AV156988 – Freehold)	Bessie Ellen Stone Forresters Lodge Cadbury Camp Lane Clapton-in-Gordano North Somerset BS20 7SB  Christopher Arthur Stone Forresters Lodge Cadbury Camp Lane Clapton-in-Gordano North Somerset BS20 7SB	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of an option for easement)	Permanent freehold for maintenance of trackside drain	The Applicant believes that NGET's cables will no longer affect this parcel. The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	no

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
04/14	69.54 square metres of grassland, shrubbery, trees and drain; south of the disused railway corridor and north of The Portbury Hundred (A369), Portbury  (ST313580 – Freehold)	Darren West Railview House Hung Road Shirehampton BS11 9XJ  Alex West 49 St. Andrews Road Avonmouth Bristol BS11 9ES	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of an option for easement)	Permanent freehold for maintenance of trackside drain	The Applicant believes that NGET's cables will no longer affect this parcel. The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	no
04/15	738.57 square metres of grassland, shrubbery, trees and drain; south of the disused railway corridor and north of The Portbury Hundred (A369), Portbury  (ST313580 – Freehold)	Darren West Railview House Hung Road Shirehampton BS11 9XJ  Alex West 49 St. Andrews Road Avonmouth Bristol BS11 9ES	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of an option for easement)	Temporary haul road	The Applicant believes that NGET's cables will no longer affect this parcel. The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	no

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
04/20	1283.26 square metres of grassland, shrubbery and trees; south of the disused railway corridor and north of The Portbury Hundred (A369), Portbury  (ST305936 – Freehold)	Michael James Lee Lower Milton Farm Lower Milton Wookey Hole Wells BA5 1DH  Michael James Lee 28 Wood Close Wells BA5 2GA	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of an option for easement)	Temporary haul road	The Applicant believes that NGET's cables will no longer affect this parcel. The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	no
04/21	200.25 square metres of grassland, shrubbery and trees; south of the disused railway corridor and north of The Portbury Hundred (A369), Portbury  (ST305936 – Freehold)	Michael James Lee Lower Milton Farm Lower Milton Wookey Hole Wells BA5 1DH  Michael James Lee 28 Wood Close Wells BA5 2GA	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of an option for easement)	Permanent freehold for maintenance of trackside drain	The Applicant believes that NGET's cables will no longer affect this parcel. The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	no



Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
04/53	13.87 square metres of grassland, trees and shrubbery; north of the disused railway corridor and west of Royal Portbury Dock Road, Portbury  (AV236677 – Freehold) (AV213530 – Leasehold)	First Corporate Shipping Limited t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary) (in respect of an option for easement)	Permanent - maintenance of culvert	The Applicant believes the proposed cables will be some distance from this plot. In any event the Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	no
04/55	1312.35 square metres of grassland, trees, shrubbery and part of public bridleways (LA15/21/20 and LA15/21/30); north of the disused railway corridor and west of Royal Portbury Dock Road, Portbury	First Corporate Shipping Limited t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary) (in respect of an option for easement)	Temporary – access to works	The Applicant believes the proposed cables will be some distance from this plot. In any event the Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO	no

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	(AV236677 – Freehold) (AV213530– Leasehold)					
05/25	6032.80 square metres of grassland, trees, shrubbery, part of public footpath (LA8/68/10) and part of public bridleway (LA8/67/10); north of the disused railway corridor and east of Marsh Lane, Easton in Gordano  (AV236684 – Freehold) (AV213537 – Leasehold)	First Corporate Shipping Limited t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary)	Temporary – widening of access road on a temporary basis and limited vegetation clearance	The Applicant and NGET are discussing arrangements for shared access over the Marsh Lane Access Track. The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO.	Protective provisions will apply
05/26	1618.29 square metres of grassland, trees,	First Corporate Shipping Limited	National Grid Electricity Transmission PLC 1-3 Strand	Temporary working space	The Applicant and NGET are discussing arrangements for shared access over the	Protective provisions will apply

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	<p>shrubbery, part of public bridleway (LA8/67/10); north of the disused railway corridor and east of Marsh Lane, Easton in Gordano</p> <p>(AV236684 – Freehold) (AV213537 – Leasehold)</p>	<p>t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)</p>	<p>London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary)</p>		<p>Marsh Lane Access Track. The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO.</p>	
05/27	<p>118.01 square metres of grassland, trees, shrubbery and part of public bridleway (LA8/67/10); north of the disused railway corridor and east of Marsh Lane, Easton in Gordano</p>	<p>First Corporate Shipping Limited t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)</p>	<p>National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary)</p>	<p>Permanent freehold – installation of new cycle path</p>	<p>The Applicant and NGET are discussing arrangements for shared access over the Marsh Lane Access Track. The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO.</p>	<p>Protective provisions will apply</p>

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	(AV236684 – Freehold) (AV213537 – Leasehold)					
05/28	1263.61 square metres of grassland, trees, shrubbery, and part of public bridleway (LA8/67/10); north of the disused railway corridor and east of Marsh Lane, Easton in Gordano  (AV236684 – Freehold) (AV213537 – Leasehold)	First Corporate Shipping Limited t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary)	Temporary working space	The Applicant and NGET are discussing arrangements for shared access over the Marsh Lane Access Track. The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO.	Protective provisions will apply
05/101	89.42 square metres of footpath, north of the M5 motorway bridge; north of the disused	First Corporate Shipping Limited t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP Floor 8	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977)	Freehold  New Bridleway	The Applicant and NGET are discussing arrangements for shared access over the Marsh Lane Access Track. The Applicant is proposing to include protective provisions	Protective provisions will apply

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	railway corridor, Easton in Gordano  (AV236684 – Freehold) (AV213537 – Leasehold)	71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)	(in respect of a unilateral notice and beneficiary)		for the benefit of NGET in the dDCO.	
05/102	157.82 square metres of grassland, hardstanding and part of public footpath (LA8/68/10), west of the M5 motorway bridge and north of the disused railway corridor, Easton in Gordano  (AV236684 – Freehold) (AV213537 – Leasehold)	First Corporate Shipping Limited t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary)	Freehold  New Bridleway	The Applicant and NGET are discussing arrangements for shared access over the Marsh Lane Access Track. The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO.	Protective provisions will apply
05/103	593.44 square metres of grassland and	First Corporate Shipping Limited	National Grid Electricity Transmission PLC 1-3 Strand	Permanent new rights to use as turning area for	The Applicant and NGET are discussing arrangements for shared access over the	Protective provisions will apply



Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	<p>shrubbery under the M5 motorway bridge and north of the disused railway corridor, Easton in Gordano Portbury, excluding the structure of the M5 Avonmouth Bridge and airspace above</p> <p>(AV236684 – Freehold) (AV213537 – Leasehold)</p>	<p>t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)</p>	<p>London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary)</p>	<p>vehicles engaged in NR's network maintenance</p>	<p>Marsh Lane Access Track. The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO.</p>	
05/104	<p>590.79 square metres of tracks, trees, grassland and shrubbery west of the M5 bridge and north of the disused railway corridor, Easton in Gordano and forming part of</p>	<p>First Corporate Shipping Limited t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street</p>	<p>National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary)</p>	<p>Permanent new rights to use Port's railway for NR's network maintenance</p>	<p>The Applicant and NGET are discussing arrangements for shared access over the Marsh Lane Access Track. The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO.</p>	<p>Protective provisions will apply</p>

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	the railway line servicing Royal Portbury Dock, Easton in Gordano  (AV236684 – Freehold) (AV213537 – Leasehold)	London EC4V 4AY (Co. Reg. - 02542406)				
05/106	3513.19 square metres of grassland, trees, shrubbery, part of public footpath (LA8/68/10) and part of public bridleway (LA8/67/10); west of the disused railway corridor and west of Marsh Lane, Easton in Gordano  (AV236684 – Freehold)	First Corporate Shipping Limited t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary)	Temporary – widening of access road on a temporary basis and limited vegetation clearance	The Applicant and NGET are discussing arrangements for shared access over the Marsh Lane Access Track. The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO.	Protective provisions will apply

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	(AV213537 – Leasehold)					
05/107	83.48 square metres of a level crossing; west of the M5 motorway bridge and north of the disused railway corridor, Easton in Gordano  (AV236684 – Freehold) (AV213537 – Leasehold)	First Corporate Shipping Limited t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary)	Permanent new rights to use Port's railway for NR's network maintenance	The Applicant and NGET are discussing arrangements for shared access over the Marsh Lane Access Track. The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO.	Protective provisions will apply
05/108	44.42 square metres of level crossing, west of the M5 motorway bridge and north of the disused railway corridor; forming part of the railway line servicing Royal Portbury Dock,	First Corporate Shipping Limited t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street London EC4V 4AY	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary)	Permanent new rights to use Port's railway for NR's network maintenance	The Applicant and NGET are discussing arrangements for shared access over the Marsh Lane Access Track. The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO.	Protective provisions will apply



Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	Easton in Gordano  (AV236684 – Freehold) (AV213537 – Leasehold)	(Co. Reg. - 02542406)				
05/112	5875.91 square metres of grassland, trees, shrubbery, part of public footpath (LA8/68/10) and part of public bridleway (LA8/67/10); north of the disused railway corridor and east of Marsh Lane, Easton in Gordano  (AV236684 – Freehold) (AV213537 – Leasehold)	First Corporate Shipping Limited t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary)	Permanent new rights to access railway. Will also be used as a temporary haul road	The Applicant and NGET are discussing arrangements for shared access over the Marsh Lane Access Track. The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO.	Protective provisions will apply

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
05/113	117.31 square metres of grassland, trees, shrubbery, and part of public bridleway (LA8/67/10); north of the disused railway corridor and east of Marsh Lane, Easton in Gordano  (AV236684 – Freehold) (AV213537 – Leasehold)	First Corporate Shipping Limited t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary)	Temporary – widening of access road on a temporary basis and limited vegetation clearance and access to adjacent railway	The Applicant and NGET are discussing arrangements for shared access over the Marsh Lane Access Track. The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO.	Protective provisions will apply
05/130	613.51 square metres of grassland and shrubbery, excluding structure of M5 Avonmouth Bridge and airspace above; below the M5 Avonmouth	First Corporate Shipping Limited t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary)	Freehold  New Bridleway	The Applicant and NGET are discussing arrangements for shared access over the Marsh Lane Access Track. The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO.	Protective provisions will apply

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	Bridge and north of the disused railway corridor, Portbury  (AV236684 – Freehold) (AV213537 – Leasehold)	London EC4V 4AY (Co. Reg. - 02542406)  Highways England Company Limited Bridge House Walnut Tree Close Guildford GU1 4LZ (Co. Reg. – 09346363) (in respect of M5 motorway above)				
05/131	119.90 square metres of grassland and shrubbery, excluding structure of M5 Avonmouth Bridge and airspace above; below the M5 Avonmouth Bridge and north of the disused railway corridor, Easton in Gordano	First Corporate Shipping Limited t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary)	Freehold  New Bridleway	The Applicant and NGET are discussing arrangements for shared access over the Marsh Lane Access Track. The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO.	Protective provisions will apply

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	(AV236684 – Freehold) (AV213537 – Leasehold)	Highways England Company Limited Bridge House 1 Walnut Tree Close Guilford Surrey GU1 4LZ (Co. Reg. – 09346363) (in respect of M5 motorway above)				
05/135	2252.62 square metres of grassland, trees and shrubbery; to the west of the M5 Avonmouth Bridge and north of the disused railway corridor, Easton in Gordano  (AV236684 – Freehold) (AV213537 – Leasehold)	First Corporate Shipping Limited t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary)	Freehold  New Bridleway	It is not anticipated NGET will require this plot. The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO.	no
05/136	1527.70 square metres of	First Corporate Shipping Limited	National Grid Electricity Transmission PLC	Freehold	It is not anticipated NGET will require this plot. The	no

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	grassland, trees and shrubbery; east of the M5 Avonmouth Bridge and north of the disused railway corridor, Easton in Gordano  (AV236684 – Freehold) (AV213537 – Leasehold)	t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)	1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary)	New Bridleway	Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO.	
05/165	788.56 square metres of tracks, trees, grassland and shrubbery below the M5 Avonmouth Bridge and north of the disused railway corridor, Easton in Gordano and forming part of the railway line servicing Royal Portbury Dock,	First Corporate Shipping Limited t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary)	Permanent new rights to use Port's railway for NR's network maintenance	It is not anticipated NGET will require this plot. The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO.	no

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	excluding the M5 motorway and M5 Avonmouth Bridge structure  (AV236684 – Freehold) (AV213537 – Leasehold)					
05/170	7417.75 square metres of grassland below the M5 Avonmouth Bridge; excluding structure of M5 Avonmouth Bridge and airspace above; north of the disused railway corridor, Easton in Gordano  (AV236684 – Freehold) (AV213537 – Leasehold)	First Corporate Shipping Limited t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary)	Temporary works compound	The Applicant and NGET are discussing arrangements for shared access over the Marsh Lane Access Track. The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO.	Protective provisions will apply



Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
05/171	342.85 square metres of tracks, trees, grassland and shrubbery excluding the structure of the M5 Avonmouth Bridge and airspace above; north of the disused railway corridor, Easton in Gordano and forming the railway line servicing Royal Portbury Dock, Easton in Gordano  (AV236684 – Freehold) (AV213537 – Leasehold)	First Corporate Shipping Limited t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary)	Permanent new rights to use Port's railway for NR's network maintenance	The Applicant and NGET are discussing arrangements for shared access over the Marsh Lane Access Track. The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO.	Protective provisions will apply
06/25	3114.42 square metres of tracks, trees, grassland and shrubbery forming part of	First Corporate Shipping Limited t/a Bristol Port Company c/o Christopher Tite	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH	Permanent new rights to use Port's railway for NR's network maintenance	It is not anticipated NGET will require this plot. The Applicant is proposing to include protective provisions	no

Plot	Description	Freehold or Reputed Freehold Owners	NGET's interest in land	Applicant's purpose for acquisition	Applicant's comments	Serious Detriment?
	the railway line servicing Royal Portbury Dock, Easton in Gordano; west of Avon Road, Pill  (AV236684 – Freehold) (AV213537 – Leasehold)	Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)	(Co. Reg. – 02366977) (in respect of a unilateral notice and beneficiary)		for the benefit of NGET in the dDCO.	
06/61	449.65 square metres of grassland, shrubbery, trees and public footpath (LA8/5/20); north of the railway corridor and west of Avon Road, Pill  (AV236684 – Freehold) (AV213537 – Leasehold)	First Corporate Shipping Limited t/a Bristol Port Company c/o Christopher Tite Wedlake Bell LLP t/a The Bristol Port Company Floor 8 71 Queen Victoria Street London EC4V 4AY (Co. Reg. - 02542406)	National Grid Electricity Transmission PLC 1-3 Strand London WC2N 5EH (in respect of a unilateral notice and beneficiary)	Temporary diversion of cycle path	It is not anticipated NGET will require this plot. The Applicant is proposing to include protective provisions for the benefit of NGET in the dDCO.	no



### **Schedule 3: Detailed comments on Bristol Port Company**

## **The Portishead Branch line (MetroWest Phase 1) Order**

### **Bristol Port Company – Applicant's S127 submissions, Responses to Submissions by BPC and**

#### **Note on Schedule 16, Part 5 of draft DCO:Protection for First Corporate Shipping Limited**

## **1. Introduction**

- 1.1 This document submitted by the Applicant at Deadline 7 provides a comprehensive response to the position set out by First Corporate Shipping Limited, trading as Bristol Port Company (referred to as BPC in this document) in relation to the relevant representations, written submissions and the many further submissions made by BPC during the course of the examination.
- 1.2 BPC has made a representation and prays in aid S127 of the Planning Act 2008.
- 1.3 S127 is engaged as compulsory acquisition of land and new rights over land held by a statutory undertaker are proposed.
- 1.4 It is however, the Applicant's position that whilst S127 may be engaged, the Secretary of State can be satisfied that the land and new rights sought by the Applicant do not give rise to serious detriment so as to mean that the Order should not be made containing the relevant powers.
- 1.5 Further, the Applicant believes that S127 does not now operate so as to prevent the making of the Order as prepared by the Applicant because the Applicant, Network Rail and BPC have made good progress on settling bespoke protective provisions that are now included in the Deadline 7 draft Development Consent Order. Commentary on the Protective Provisions proposed by the Applicant is set out in this document.
- 1.6 Within this document the Applicant has provided:

### **Applicant's position regarding the proposed Intervention in BPC's Freehold and Leasehold Land**

- 1.6.1 Table 1 provides a commentary on the parcels of land scheduled as being held by BPC in the Applicant's book of reference. The Applicant has analysed whether serious detriment arises in respect of the relevant plot and whether the proposed protective provisions remove serious detriment as a consideration if it might otherwise arise. .

### **Other land in Order limits BPS may have an interest in**

- 1.6.2 Table 2 provides a commentary on the parcels of land in which BPC is scheduled as potentially having an interest. The Applicant has analysed the position regarding the application of S127 and/or S138 of the Planning Act 2008 in respect of each plot.

### **Comments on Protective Provisions**

- 1.6.3 The Applicant provides at Table 3 an analysis and commentary on BPC's proposed protective provisions of 10 April 2021. The Applicant Network Rail and BPC have sought to agree the provisions where possible.
- 1.6.4 Appendix 1 is the draft protective provisions proposed by BPC on 10 April 2021. It is this version of the protective provisions that the Applicant provides comments on.
- At Appendix 2 the Applicant provides a mark-up of the Port's latest proposed Protective Provisions supplied to the Applicant on 10 April 2021 which shows the differences between the Port's proposed protective provisions and those proposed by the Applicant. Appendix 3 provides a clean copy of the Applicant's proposed Protective Provisions now incorporated in the Deadline 7 draft DCO.
- 1.6.5 Further revisions were provided on 12 April by BPC but in the time available for finalising its submission the Applicant has not yet reviewed the 12 April amendments made by BPC.
- 1.6.6 It may be possible to do so and make further progress after Deadline 7 and the Applicant will confirm to BPC and the Panel if further amendments (and a revised version of the dDCO may be validated and provided prior to the close of the examination.

### **Responses to the various Deadline 6 Submissions made by BPC**

- 1.6.7 Appendices 4-6 provide the Applicant's responses to the various Deadline 6 Submissions made by BPC.

### **Other Matters**

- 1.6.8 At Appendix 7 there is a letter provided by the Applicant to Bristol Port Company dated 14 April 2021 confirming how the Applicant seeks to exercise its powers of compulsory acquisition over Port land if the Order is made as sought by the Applicant.
- 1.6.9 The Applicant and Network Rail will continue dialogue with BPC and good progress is being made. Updates will be provided to the Secretary of State following the close of the examination as appropriate if agreement is reached with BPC.

## **2. Applicant's position regarding the proposed Intervention in BPC's Freehold and Leasehold Land:**

- 2.1 The nature of BPCs' land subject to the Order powers is relevant when considering the degree of control to be imposed on NSC and NRIL by BPC in the protective provisions provided by BPC aimed at controlling the Applicant's activities when constructing the NSIP.

- 2.2 The Applicant's DCO proposed protective provisions distinguish between the Port's Operational Property and other land held by the Port. This is because the land and new rights, and (to the extent relevant, temporary powers) can be exercised without serious detriment to the carrying on of BPC's undertaking – see S127 (3)(a) and (6)(a) of the Planning Act 2008.
- 2.3 It is clear that some of the Port's freehold land which is subject to the Order – such as Plot 3/78 (A rhyne), and 06/61 (an amenity space) as two examples – serve no operational purpose for the Port.
- 2.4 Other plots are highway plots which as such are subject to public rights of way and to the statutory controls conferred on the highway authority. The Applicant submits that BPC should have no control over and above any other party that uses the highway network – and should not, as proposed by BPC, have a control akin to, or even greater than, the statutory highway authority.
- 2.5 The Table below is intended to assist in providing the context for the land subject to the Order, that is held by BPC. This then feeds in to the Applicant's proposal to retain the definition of Port operational property in the Protective Provisions to be included in the dDCO for the benefit of BPC.
- 2.6 In respect of S138 of the 2008 Act the Applicant does not believe it will interfere with any relevant rights of BPC. Relevant Apparatus and relevant rights as defined by such rights of BPC as are recorded in the Applicant's book of reference relate only to the use of other land by the Port for the purposes of its railway whilst no apparatus other than apparatus relating to BPC's railway would be subject to S138. The powers sought by the Applicant in the relevant land are sought to allow for the continued operation of the Port's railway and for the ongoing maintenance of the Portishead Branch Line. The powers sought are not incompatible with BPC's rights, will not lead to BPC's rights being extinguished and BPC's rights and apparatus are protected by the provisions included in schedule 16, Part 15 of the dDCO.
- 2.7 S138 does not apply to the easement across Network Rail's land held by BPC to access Court House Farm as BPC's interest is excluded from acquisition.

**Table 1: Applicant's comments on Order Land held by BPC:**

Location	Plot No.	Current use of land	Powers of acquisition/temporary powers sought in the dDCO	Within Port's Dock Fence?	Is the Plot part of the Port's estates used for its statutory undertaking	Is Serious Detriment caused by the Order proposals?	BPC's position as understood by the Applicant
North of the disused railway corridor, and east of Station Road, Portbury	3/68 (Leasehold)	Part of Elm Tree Park estate – within Port's lease	Temporary working space for fencing installation	no	no	no	Not contesting use of temporary power for this plot.
Culvert North of Old Portbury Station	3/76, 3/79	Scrub	Temporary working space	no	no	no	Not contesting use of temporary power for this plot.
Culvert North of Old Portbury Station	3/78, 3/81 (Leasehold)	Watercourse	New right to access culvert head wall for maintenance	no	no	no	It is believed BPC would be willing to grant access for culvert maintenance
North of discussed Railway and east of Station Road, Portbury	4/06 – 4/08	Scrub	Temporary working space	no	no	no	Not contesting use of temporary power for this plot.
Culvert North of Old Portbury Sidings	4/53	Watercourse/culvert head	Freehold – to reflect existing fence line which indicated the land forms part of NRIL's estate	no	no	The Applicant has agreed not to acquire this land [as has	Applicant will not seek compulsory acquisition of

Location	Plot No.	Current use of land	Powers of acquisition/temporary powers sought in the dDCO	Within Port's Dock Fence?	Is the Plot part of the Port's estates used for its statutory undertaking	Is Serious Detriment caused by the Order proposals?	BPC's position as understood by the Applicant
						been confirmed] in writing to BPC	this plot.
Grassland, trees, shrubbery and part of public bridleways (LA15/21/20 and LA15/21/30); north of the disused railway corridor and west of Royal Portbury Dock Road, Portbury	4/55	Bridleway and licenced cycle route	Temporary access	no	no	No – land is part of existing bridleway and licenced cycle route network	Not contesting use of temporary power for this plot, but does not want route used for construction access.  The Applicant may need to use the bridleway for worker access and working space for Work No 14 (which will be within the highway boundary).
Public bridleway (LA8/66/10); forming part of bridge embankment, east of Royal	4/85	Bridleway and bridge approach	Permanent freehold	no	no	No – land is embankment supporting the highway of Royal Portbury Dock Road	The Applicant has by letter indicated it is willing to rely on the existing highway powers and

Location	Plot No.	Current use of land	Powers of acquisition/temporary powers sought in the dDCO	Within Port's Dock Fence?	Is the Plot part of the Port's estates used for its statutory undertaking	Is Serious Detriment caused by the Order proposals?	BPC's position as understood by the Applicant
Portbury Dock Road						The Applicant has agreed not to acquire this land, as has been confirmed in writing to BPC – See Appendix 2 to the Applicant's Rule 17 Response	will not seek freehold acquisition.
Part of public bridleway (LA8/66/10);	04/90	bridleway	temporary access	no	no	No - land is public bridleway	Not contesting use of temporary power for this plot, but does not want route used for construction access.  The Applicant may need to use the bridleway for worker access.
Part of public bridleway	04/105, 05/10	bridleway	temporary access	no	no	No - land is public bridleway	Not contesting use of

Location	Plot No.	Current use of land	Powers of acquisition/temporary powers sought in the dDCO	Within Port's Dock Fence?	Is the Plot part of the Port's estates used for its statutory undertaking	Is Serious Detriment caused by the Order proposals?	BPC's position as understood by the Applicant
(LA8/66/10);							temporary power for this plot, but does not want route used for construction access.  The Applicant may need to use the bridleway for worker access
Highway of Marsh Lane, north of railway	05/15, 05/16,	highway	Freehold (The presumption has been applied that the owner of the adjacent land owns up to the medium line of the highway)	no	no	No - land is public highway	
"Marsh Lane track" parcels	5/25, 5/95, 5/100, 5/105, 5/106, 5/112 and 5/113 and part of parcel 5/28	Bridleway and access track	New rights	no	yes	Land is public bridleway outside of the port fence, used by a number of parties as well as BPC. Use by other parties will not be restricted by the Applicant	Not accepting use of temporary power.  The Applicant may need to use the bridleway for worker access



Location	Plot No.	Current use of land	Powers of acquisition/temporary powers sought in the dDCO	Within Port's Dock Fence?	Is the Plot part of the Port's estates used for its statutory undertaking	Is Serious Detriment caused by the Order proposals?	BPC's position as understood by the Applicant
							and working space for Work No 14 (which will be within the highway boundary).
Land east of Marsh Lane	05/26, 05/28	scrub	Temporary working space	no	no	No – scrub land outside of the port fence	Not contesting use of temporary power for this plot, but does not want route used for construction access.  The Applicant may need to use the land for construction working space
Land east of Marsh Lane	05/27	scrub	Permanent – for licenced cycle route connection	no	no	No - scrub land outside of the port fence	BPC wishes to retain the freehold. This is accepted if a licence for the proposed cycle route is granted by

Location	Plot No.	Current use of land	Powers of acquisition/temporary powers sought in the dDCO	Within Port's Dock Fence?	Is the Plot part of the Port's estates used for its statutory undertaking	Is Serious Detriment caused by the Order proposals?	BPC's position as understood by the Applicant
							BPC. Until then the Applicant will see freehold acquisition to ensure the cycle route is available following construction of the authorised development
Land west of Marsh Lane	05/50	Bridge approach	Permanent – Bridge approach supporting Highway of Marsh Lane	no	no	No – but part proposed to be used for access to Communications Code Operator.	The Applicant's letter of 14 April 2021 sets out a position the Applicant believes may be acceptable to BPC.
Highway of Marsh Lane , south of railway	05/56, 05/60,	highway	Freehold (ad medium filum presumption applied)	no	no	No - land is public highway	BPC wishes to ensure it is able to continue to access the highway of Marsh Lane. The Applicant

Location	Plot No.	Current use of land	Powers of acquisition/temporary powers sought in the dDCO	Within Port's Dock Fence?	Is the Plot part of the Port's estates used for its statutory undertaking	Is Serious Detriment caused by the Order proposals?	BPC's position as understood by the Applicant
							has confirmed this.
Field east of Marsh Lane and south of Railway	05/75	agricultural	New rights – access to culvert and cattle creep bridge	Acquired for purposes of undertaking	Yes – acquired for the purposes of its undertaking .	No serious detriment as use for port purposes has not as at present been authorised by planning permission	BPC is concerned about the width of the access route and its potential impact on BPC's proposals for the relevant land. The Applicant is willing to negotiate a flexible arrangement with BPC but until terms are agreed needs to maintain its pursuit of a power to acquire new rights on a defined route
Footpath, north of the M5	05/101	-	Freehold	no	no	no	BPC wishes to enter in to a

Location	Plot No.	Current use of land	Powers of acquisition/temporary powers sought in the dDCO	Within Port's Dock Fence?	Is the Plot part of the Port's estates used for its statutory undertaking	Is Serious Detriment caused by the Order proposals?	BPC's position as understood by the Applicant
motorway bridge							deed of dedication rather than the freehold be acquired compulsorily. The Applicant is willing to enter in to a deed of dedication but until one is in place will continue to pursue compulsory powers.
Hardstanding under M5	05/102, 05/130, 05/131	-	Freehold	no	no	no	BPC wishes to enter in to a deed of dedication rather than the freehold be acquired compulsorily. The Applicant is willing to enter in to a deed of dedication but until one is in

Location	Plot No.	Current use of land	Powers of acquisition/temporary powers sought in the dDCO	Within Port's Dock Fence?	Is the Plot part of the Port's estates used for its statutory undertaking	Is Serious Detriment caused by the Order proposals?	BPC's position as understood by the Applicant
							place will continue to pursue compulsory powers.
Hardstanding under M5	05/103	-	New Rights for turning area for Network Rail's road rail vehicles	no	no	no	BPC does not agree to new rights for the maintenance of the national rail network being sought, including this provision for vehicles to turn when delivering road rail vehicles to the location close to BPC's level crossing
Port Railway	05/104, 05/107, 05/108, 05/165, 05/171 06/25	Port Railway	New rights for RRVs and to install signalling etc	Port Railway	yes	The new rights are compatible with Port's undertaking. The new rights are to ensure the Port's railway will	BPC does not agree to new rights for the maintenance of the national rail network being sought over BPC's

Location	Plot No.	Current use of land	Powers of acquisition/temporary powers sought in the dDCO	Within Port's Dock Fence?	Is the Plot part of the Port's estates used for its statutory undertaking	Is Serious Detriment caused by the Order proposals?	BPC's position as understood by the Applicant
						connect to the altered Portishead Branch Line and continued freight services operated alongside the new passenger service	railway.
Grassland, trees, shrubbery, part of public footpath (LA8/68/10) and part of public bridleway (LA8/67/10)	05/106	-	Temporary	no	no	no	BPC does not want the Marsh Lane Access Track widened or access sought, even for temporary duration, over the scrub land that BPC believes forms a cordon protecting its security fence. The Applicant is willing to agree with BPC to a more limited area of

Location	Plot No.	Current use of land	Powers of acquisition/temporary powers sought in the dDCO	Within Port's Dock Fence?	Is the Plot part of the Port's estates used for its statutory undertaking	Is Serious Detriment caused by the Order proposals?	BPC's position as understood by the Applicant
							vegetation clearance.
Marshland	05/135, 05/136	marshland	Freehold – for bridleway	no	no	no	BPC wishes to enter in to a deed of dedication rather than the freehold be acquired compulsorily. The Applicant is willing to enter in to a deed of dedication but until one is in place will continue to pursue compulsory powers.
Hardstanding under M5	05/170	-	Temporary - compound	no	no	no	BPC does not agree to this area of vacant hardstanding beneath the M5 being used for the purpose of a temporary

Location	Plot No.	Current use of land	Powers of acquisition/temporary powers sought in the dDCO	Within Port's Dock Fence?	Is the Plot part of the Port's estates used for its statutory undertaking	Is Serious Detriment caused by the Order proposals?	BPC's position as understood by the Applicant
							construction compound.
Jenny's Meadow	06/61	Nature/ecology and recreational area	Temporary diversion of cycle path	no	no	no	It is believed BPC is willing to allow the Applicant to use this areas or amenity land for the proposed temporary purpose.

3. Other land in Order limits BPC may have an interest in:

Table 2: Applicant's comments on other Order Land BPC may hold an interest in:

Location	Plot No.	Current use of land	Powers of acquisition/temporary possession sought in the dDCO	In Port's Dock Fence?	Is there Serious Detriment?	Bristol Port Company's position
Highway verge at Marsh Lane	05/70	Verge/ landscape area	freehold	no	No – access to neighbouring land will be preserved	BPC wishes to ensure it is able to continue to access the highway of Marsh Lane. The Applicant has



						confirmed this.
Part of Perimeter access track	05/95	Access track/bridleway	freehold	no	Applicant will undertake to not interfere with Port's use of access track if land is acquired	BPC wishes to ensure it is able to continue to access the area of the Marsh Lane access track that falls within this plot. The Applicant has confirmed this.
Part of Perimeter access track	05/100	Access track/bridleway	Permanent new rights	no	Applicant will not interfere with Port's rights to use access track as only new rights are to be secured by the Applicant.	BPC wishes to ensure it is able to continue to access the area of the Marsh Lane access track that falls within this plot. The Applicant has confirmed this
Part of Perimeter access track	05/105	Access track/bridleway	Permanent new rights	no	Applicant will not interfere with Port's rights to use access track as only new rights are to be secured by the Applicant.	BPC wishes to ensure it is able to continue to access the area of the Marsh Lane access track that falls within this plot. The Applicant has confirmed this.
Part of permissive Cycle path under M5., East of M5	05/122	Cycle path	freehold	no	Port's rights relate to its Railway bridge over another part of the title so are not affected.	Not known
Scrub/marsh east of M5	05/137	Scrub/marsh	freehold	no	Port's rights relate to its Railway bridge over another part of the title so are not affected.	Not known
Part of public cycle	05/140	Highways England	freehold	no	Port's rights relate to its	Not known

track east of M5		access road and public cycle track			Railway bridge over another part of the title so are not affected.	
Part of public cycle track east of M5	05/141	Highways England access road and public cycle track	freehold	no	Port's rights relate to its Railway bridge over another part of the title so are not affected.	Not known
Railway – Portbury Junction	06/10	Railway	Freehold	no	Part of national rail network – connection point for Port's railway. The connection to the Port's railway will be re-provided as minor track slewing works are proposed to retain the connection to the national rail network. The rights sought are not incompatible with BPC's rights which will enure.	BPC wishes to have continued access to the national rail network. The Applicant has no intention of preventing rail access to Royal Portbury Dock and indeed its works here are proposed to ensure continued rail access to Royal Portbury Dock,
Access road and public cycle track west of Portbury Junction	06/15	Part of Highways England access road and public cycle track	Temporary working space	no	Port's rights relate to its Railway under M5 and are not affected.	Not known
Embankment supporting former Portishead railway	06/20	Railway embankment	Freehold	no	Port's rights relate to its Railway and are not affected.	Not known
Bridge carrying Portbury Dock Railway over	06/55	Part of Highways England access road and public cycle track	New rights	no	Powers are sought to ensure the Port's railway is properly connected to the National rail network. The rights sought are not incompatible with BPC's rights which will enure.	BPC wishes to have continued access to the national rail network. The Applicant has no intention of preventing rail access to Royal Portbury Dock and

						indeed its works here are proposed to ensure continued rail access to Royal Portbury Dock
Access road and public cycle track east of Portbury Junction	06/60	Part of Highways England access road and public cycle track	Temporary working space	no	Port's rights relate to its Railway and are not affected.	Not known
Railway embankment east of Portbury Junction	06/80	Part of Highways England access road and public cycle track	Freehold	no	Port's rights relate to its Railway and are not affected.	Not known
Railway bridge over Avon Road- Lodway Close footpath	06/175	Part of national rail network	Freehold	no	Nature of occupation is only in relation to trains passing on to the Port's railway. S138 not engaged	BPC wishes to have continued access to the national rail network. The Applicant has no intention of preventing rail access to Royal Portbury Dock and indeed its works here are proposed to ensure continued rail access to Royal Portbury Dock.
Railway east of bridge over Avon Road- Lodway Close footpath	06/195	Part of national rail network	Freehold	no	Nature of occupation is only in relation to trains passing on to the Port's railway. S138 not engaged.	BPC wishes to have continued access to the national rail network. The Applicant has no intention of preventing rail access to Royal Portbury Dock and indeed its works here

						are proposed to ensure continued rail access to Royal Portbury Dock,
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#### **4. Comments on Protective Provisions**

- 4.1 The comments below are provided at the request of the Examining Authority. The however relate to a revised draft of the protective provisions provided by BPC on 10 April 2021 (Appendix 1). The parties have made some progress on settling the terms of the protective provisions where terms can be agreed and as a result the Applicant has commented on a more recent draft of the protective provisions.
- 4.2 the Applicant is content to substitute for the protective provisions in Part 5 of Schedule 16 to the Order a version based on the protective provisions proposed by the BPC on 10 April 2021 (Appendix 1) subject to the changes shown in the marked-up version provided at Appendix 2.
- 4.3 A clean copy of the protective provisions so changed is also provided at Appendix 3. The version in Appendix 3 is now also included in Schedule 16 to the deadline 7 version of the dDCO.
- 4.4 BPC provided a further set of protective provisions on 12 April. The Applicant will aim to look at the revised version before the close of the examination but was unable in the time viable before deadline 7 to further review the protective provisions BPC provided and secure a validated draft DCO before deadline 7.

**Table 3: Applicant's comments on BPC's draft protective provisions 10 April 2021:**

<b>Para No Port's Draft PPS  (Para in dDCO in brackets if relevant)</b>	<b>Topic</b>	<b>Key issues</b>	<b>NSC Position</b>	<b>NSC Suggested drafting</b>	<b>Draft agreed with BPC</b>
49 (43)	Giving effect to PPS		Accepted	As drawn	yes
50 (44)	<b>Definitions</b>				
	Access works	BPC looking for extensive controls over works to highway	Dock Public Road excluded – the control over these works is for the highway authority not BPC	Dock Public Road deleted	yes
	BPC's Property	Extensive definition covering all of BPC's operational estate on both sides of the River Avon	Acceptable only if Port's Operational Property restored as a definition	See below regarding Port's operational property	yes
	Detailed drawings			<i>deleted</i>	yes
	Dock public road	Extensive definition covering roads some distance from Order land which will be unaffected by the authorised development	Redland Avenue, Gordano Way, Garonor Way and Portbury Way are unaffected by the Order works and well outside of Order Limits.	Can remain but inclusion of some roads unnecessary	
	Drainage works	BPC looking for	"or used by BPC" removed	"or used by BPC" removed	yes

Para No Port's Draft PPS  (Para in dDCO in brackets if relevant)	Topic	Key issues	NSC Position	NSC Suggested drafting	Draft agreed with BPC
		extensive controls over NRIL's existing drainage	as this would include NRIL's drainage - the Easton in Gordano Stream for instance –the PPs should not be used to impose control on NR's existing drainage		
	Environmental protection works	BPC looking for potential for extensive environmental protection works	The Portishead branch line has existed in physical form since 1867. The works to restore it are relatively temporary in duration and extent and do not give rise to significant environmental effects on Port land. There is no need for environmental protection works therefore save in relation to Work No 18.	"environmental protection works" means measures reasonably required to be carried out on or in respect of Work No. 18 to protect the scrub environment and water bodies established and managed by BPC	yes
	Railway rights land		Amended to remove plots within NRIL's network land – BPC does not have rights over this land and is included in the BoR only as a potential occupier.	Plots within NRIL ownership removed from the definition.	yes
51 (45)	Court House Farm	Extent to which Court House farm access is affected by the DCO	The DCO does not seek any powers over this temporary crossing of the DCO the use	Paragraphs (2) and (3) of the BPC proposed draft have been removed as the	Not Agreed

Para No Port's Draft PPS  (Para in dDCO in brackets if relevant)	Topic	Key issues	NSC Position	NSC Suggested drafting	Draft agreed with BPC
			of which is dealt with by agreement with NRIL... Consequently s.127 does not apply nor is it appropriate for the PPs to deal with it except to include a saving for the agreement.	Order powers will not be used to terminate the Court House Farm access arrangements which are instead regulated by condition 16 of planning permission 16/P/1987/F issued by the local planning authority.	
52 (46)	Application by the undertaker for the Secretary of State's consent under article 10	-	Agreed	As drawn	yes
53 (47)	Agreements under article 11 (agreements with Network Rail)	The Port seeks to control the transfer of the benefit to NRIL	Agreed	As drawn	yes
54	<b>Watercourses and drainage:</b>	-	-	-	-
54(1)	No part of impounded Dock to be affected		There is no intention or possibility of this occurring from the authorised works Accepted but irrelevant and unnecessary	Can remain (but is irrelevant)	yes

Para No Port's Draft PPS  (Para in dDCO in brackets if relevant)	Topic	Key issues	NSC Position	NSC Suggested drafting	Draft agreed with BPC
54(2)	Undertaker must not use or discharge in to BPC water courses	There are existing discharges and have been since 1867 -  Level of control needs to be proportionate	Not accepted – There are existing drainage channels and NRIL and NSC/NR must be able to drain in to those	Restrict control to new discharges only.  54(3) and (4) can remain as drawn	yes
55 (48)	<b>Surveys</b>	The level of control is disproportionate and unnecessary in Protective Provisions. They are more suited to a commercial agreements	Whilst NSC and NRIL do not believe the drafting is necessary or proportionate, the wording will be included to allow the parties to move forward, subject to amendments		yes
56 (49)	<b>Streets, access and public rights of way</b>	Seeks controls over use of streets etc		-Agreed save for (6) regarding control over land used to create cycle track (Work 16) and bridleway (Work 18) opening for public use	-In part
57 (Not in D7 dDCO)	<b>Acquisition and use of land</b>	Port looks for an absolute prohibition on CA for land and new rights	Controls over land acquisition powers removed. If the Secretary of State has decided the limited acquisition powers sought over BPC's land are acceptable and do not give rise to serious detriment,	Controls over use of powers conferred by order to acquire land and rights, override rights and exercise temporary powers removed.	No



Para No Port's Draft PPS  (Para in dDCO in brackets if relevant)	Topic	Key issues	NSC Position	NSC Suggested drafting	Draft agreed with BPC
			then the protective provisions should not further control the acquisition power. The only freehold power the Applicant now seeks is to create a new bridleway over land currently used as scrub to the east of the M5 Motorway. New rights are sought over the Port's railway but only to ensure that the connection to the Port by rail is maintained and can operate safely. On that basis it is clear that serious detriment does not arise.		
58 (50)	<b>Apparatus of Port – S271 TCPA 1990 etc</b>	Protection of rights to apparatus	NSC does not intend to extinguish any rights of BPC or other undertakers in the relevant land and could not extinguish any interest of BPC where BPC holds the freehold and NSC seeks only new rights. .	agreed	yes
59 (51)	<b>Use of land and execution, maintenance and use of the</b>	59(1) – restrictions on exercise of temporary powers	general provisions of the Order apply – see art. 33 and requirement 22 and the requirement as regards	Controls over temporary possession not accepted in full.	Agreed in part.

Para No Port's Draft PPS  (Para in dDCO in brackets if relevant)	Topic	Key issues	NSC Position	NSC Suggested drafting	Draft agreed with BPC
	<b>authorised development</b>	59(2) surveys and repairs	Marsh Lane proposed by the Examiners		
60 (52)	Surveys and repairs				yes
61 (53)	programme				yes
62 (54)	Works	Compliance with drawings and limitation on ancillary works	Accepted in part.	Largely accepted but wording of sub-para (b) altered	In part
63 (55)		Specified works to be constructed in accordance with plans		Largely accepted – plan references included.	In Part
64 (56)	Implementation of works	Specified works to be constructed with reasonable despatch and in accordance with plans			yes
65 (57)	Affording facilities/providing information by	Access to works for inspection		.	yes

<b>Para No Port's Draft PPS  (Para in dDCO in brackets if relevant)</b>	<b>Topic</b>	<b>Key issues</b>	<b>NSC Position</b>	<b>NSC Suggested drafting</b>	<b>Draft agreed with BPC</b>
	Undertaker				
66 (58)	Affording facilities/providing information by BPC				yes
67 (59)	<b>Alterations to BPC Property</b>				yes
68 (60)	<b>Payment of invoices etc</b>			Environmental protection works costs excluded	In part
69 (61)	<b>Post construction maintenance of works</b>		Accepted in part – additional qualification added.	Restricted to operation or use of property	In part
70 (62)	<b>Additional expenses of BPC</b>				yes
71 (63)	<b>Payment of costs etc</b>				yes
72 (64)	<b>Provision of estimates by BPC</b>				yes
73	<b>Reasonableness of</b>				yes

Para No Port's Draft PPS  (Para in dDCO in brackets if relevant)	Topic	Key issues	NSC Position	NSC Suggested drafting	Draft agreed with BPC
(64)	charges				
74 (65)	BPC's Apparatus				yes
75 (66)	Port's Railway	Para 76 prevents the Port's railway from becoming operational railway	Not necessary as there is no intention to do so and ownership is not transferring to NRIL, but accepted to seek to move forward	Accepted	yes
76	Restriction on changes to operational railway	railway authorised by this Order must not be constructed, maintained, altered, used or operated by the undertaker or Network Rail or any other person in a manner which would or might cause the number of train paths available to be insufficient to enable 20 freight trains daily	Not appropriate for this Order or PPS to control train paths on the national rail network.  "or might" in particular is extremely vague and in effect would preclude NRIL making any operational changes to its network.	Deleted in full	Not Agreed
77	Trees and other vegetation				yes

Para No Port's Draft PPS  (Para in dDCO in brackets if relevant)	Topic	Key issues	NSC Position	NSC Suggested drafting	Draft agreed with BPC
79	<b>General</b>	Compliance with construction protocol	Not needed nor appropriate for PPs.	Deleted	no
80	<b>Disapplication of Article 49</b>				yes

#### **Appendices:**

Appendix 1: BPC's Proposed Protective Provisions 10 April 2021

Appendix 2: Applicant's mark-up of the Port's proposed Protective provisions

Appendix 3: Clean copy of the Port's Protective provisions as amended by the Applicant.

Appendix 4: Applicant's response to 001337-D6-001 - Bristol Port Company -ISH 5 Action point 26: Note on behalf of First Corporate Shipping Limited trading as The Bristol Port Company (BPC) on the need for a surveys and repairs of the Marsh Lane track.

Appendix 6: Applicant's response to 001339-D6-001 - Note on behalf of First Corporate Shipping Limited trading as the Bristol Port Company (BPC) on BPC's oral case made at Compulsory Acquisition Hearing 2 on 3 March 2021.

Appendix 6: Applicant's response to 001340-D6-001 Note on behalf of First Corporate Shipping Limited trading as the Bristol Port Company (BPC) on BPC's oral case made at Issue Specific Hearing 5 on 4 March 2021

## **Appendix 1: BPC's Proposed Protective Provisions 10 April 2021**

Note: Items in bold show the key areas not agreed.

## **PART 5**

### **Protection for First Corporate Shipping Limited**

**49.** The provisions of this Part have effect unless otherwise agreed in writing between the undertaker and BPC.

**50.—(1)** In this Part—

"access works" means works—

(a) on, over or under or otherwise affecting a private street or any public right of way on BPC's property, including the kerbs, splitter islands, footways, verges and carriageway of such street and any road markings, signing, signals, and other street furniture;

(b) to alter, modify, improve, create or provide any means of access (whether temporary or otherwise) on or across BPC's property or to or from any private street or any other part of BPC's property or to or from any dock public road;

(c) to alter the layout of any private street or any public right of way on BPC's property; and

(d) to position or install plant or equipment on or over any private street or any public right of way on BPC's property,

and includes, without limitation on the scope of the foregoing, any works under article 13 (street works and power to alter layout etc., of streets) or article 17 (access to works) in respect of or affecting any private street or any public right of way on BPC's property;

"ancillary works" means embankments, earthworks, retaining structures or works, planting, landscaping or other mitigation, fencing and all other works falling within the descriptions of the further associated development set out in paragraphs (a) to (x) (inclusive) of Schedule 1;

"BPC" means First Corporate Shipping Limited (registered company number 2542406), trading as The Bristol Port Company, being the statutory harbour authority and competent harbour authority for the Port;

"BPC's property" means the whole and each of every part of all the leasehold and freehold land and rights and the benefit of all covenants, owned by or vested in BPC at Avonmouth, Chittening and Portbury—

(a) upon, across, under, over or in respect of or affecting which any powers conferred by this Order may be exercised; or

(b) upon, across, under or over which there is situated anything over or in respect of which any such powers may be exercised,

and includes, without limitation on the scope of the foregoing, the Port's railway and any private street but does not include the Court House Farm terminable access;

"BPC's representative" means the person appointed by BPC from time to time to be its representative for the purposes of this Order;

"certified documents" means any and all of the plans and documents certified by the Secretary of State for the purpose of this Order;

"construction" includes execution, placing, alteration and reconstruction and "construct" and "constructed" have corresponding meanings;

"construction access rights" means any and all powers conferred on the undertaker by this Order to exercise temporary powers of access over any land with or without vehicles, plant and equipment including, without limitation on the scope of the foregoing, any ancillary powers to remove buildings and vegetation from that land and to construct works for the purpose of providing a means of access;

"Court House Farm easement" means a Deed of Grant of Easement dated 4 September 2017 made between Network Rail and First Corporate Shipping Limited t/a The Bristol Port Company;

"Court House Farm terminable access" means the existing crossing at grade over the disused Portishead Branch Line which is described in the Court House Farm easement;

"dock public road" means each of the streets known as Marsh Lane, Royal Portbury Dock Road (including the roundabout at its junction with Portbury Way and Gordano Way), Redland Avenue, Gordano Way, Garonor Way and Portbury Way to the extent that it is maintainable highway;

"drainage works" means works—

(a) to create, alter or remove any culvert or other crossing over, under or affecting any watercourse or drainage ditch on, over or under BPC's property or which drains water to or from BPC's property; and

(b) to make any opening or connection into any watercourse belonging to or to lay down, take up or alter any pipes for that purpose;

"environmental protection works" means measures reasonably required to be carried out on or in respect of Work No. 18 to protect the scrub environment and water bodies established and managed by BPC;

**"highway access land" means any and all of parcels 5/30, 5/61, 5/62, 5/65 and 5/70;**

"landscaping works" means—

(a) removing, cutting back, felling, lopping, pruning or reducing in any way any hedge, hedgerow, tree, shrub or other vegetation on BPC's property; and

(b) planting new or replacement hedges, hedgerows, trees, shrubs or other vegetation on BPC's property

and includes, without limitation on the scope of the foregoing, any works on BPC's property under article 43 (felling or lopping of trees) or article 44 (hedgerows);

"maintainable highway" has the same meaning as in section 86(1) of the 1991 Act;

"Marsh Lane track" means the private street referred to in Schedule 3 and there described as Access Road to the M5 Avonmouth Bridge east of Marsh Lane, Easton-in-Gordano;

**"Marsh Lane track land" means any and all of parcels 5/25, 5/95, 5/100, 5/105, 5/106, 5/112 and 5/113 and that part of parcel 5/28 which lies to the east of an imaginary line projected in a northerly direction across the disused railway at 126 miles 78 chains and includes the Marsh Lane track;**

"plans" includes sections, elevations, designs and design data, drawings, calculations, specifications, programmes, method statements, assessments of risk relating to the construction, carrying out, maintenance and, where appropriate, removal of any work;

"Port" means the port and harbour of Bristol;

"Port's railway" means the railway owned by BPC leading from Portbury Junction, Pill to the Royal Portbury Dock;

"powers of temporary possession" means the powers conferred by article 33 (temporary use of land for carrying out the authorised development);

"preparatory activities" means ecological mitigation works, archaeological investigations, boreholes, intrusive surveys, environmental surveys and monitoring, other investigations for the purpose of assessing ground conditions or the receipt and erection of construction plant and equipment, utility diversions or ground clearance works but excluding any such activities carried out under article 23 (authority to survey and investigate land) or the powers conferred by section 11(3)



(powers of entry) of the 1965 Act as applied by this Order in respect of any of BPC's property;

"private street" means any street on BPC's property which is not a maintainable highway;

**"rail link land" means any and all of parcels 5/104, 5/107, 5/108, 5/165, 5/171, 6/25 and 6/55;**

"railway rights land" means any and all of parcels 5/95, 5/100, 5/105, 5/122, 5/137, 5/140, 5/141, 6/10, 6/15, 6/20, 6/55, 6/60 and 6/80;

"relevant works" means that part of Work 1C that is on the Port's railway and Works Nos. 14, 14A, 14B, 15, 16, 16A, 16C, 18, 19 and 20;

"specified work" means—

(a) that part of Work 1C that is on the Port's railway;

(b) the whole of Work Nos. 14, 14A, 15, 16, 16A, 16C, 18, 19 and 20;

(c) all access works, drainage works and landscaping works; and

(d) so much of all other parts of the authorised development and of any works to be carried out under the powers conferred by article 33 as is situated upon, across, under, over or within 5 metres of BPC's property, including all environmental mitigation and restoration measures;

(2) In this Part—

(a) references to the undertaker include references to any person to or in which any or all of the benefit of the provisions of this Order and any related statutory powers are transferred or are vested pursuant to any provision of this Order and any person which may by virtue of any agreement made pursuant to article 11 (agreements with Network Rail) whether alone or jointly with another exercise any or all of the powers contained in this Order;

(b) references to numbered parcels are to the parcels of land so numbered in the book of reference;

(c) references to a requirement to consult include that consultation must take place in good faith and in a timely manner with the provision of all reasonably necessary information and so that the party concerned must act reasonably in taking into account the reasonable comments made by the other party in response; and

(d) references to BPC's consent, agreement or approval are to BPC's prior consent, agreement or approval given in writing.

**51.—(1) Subject as set out in sub-paragraph (2), nothing in this Order affects—**

(a) any right of BPC to use the Court House Farm terminable access; or

(b) the provisions of the Court House Farm easement or any other agreement relating to the Court House Farm terminable access

and accordingly the following provisions of this Part of this Schedule do not apply as regards the Court House Farm terminable access.

**(2) Despite anything contained in the Court House Farm easement or any other agreement relating to the Court House Farm terminable access, BPC's rights to use the Court House Farm terminable access under and in accordance with the Court House Farm easement or such other agreement must not terminate or cease to be exercisable before the date which is fifteen months after the approval date, and the Court House Farm easement and any such other agreement are modified accordingly.**

**(3) In sub-paragraph (2), the "approval date" is the first date on which each of the Full Council of North Somerset Council, the West of England Joint Committee, the West of England Combined Authority Committee and The Secretary of State for Transport has confirmed in writing its approval under the**

**Department for Transport WebTAG technical process for the appraisal of major transport schemes of the Full Business Case and the Final Approval Business Case in relation to the MetroWest Phase 1 proposals, including the authorised development.**

**52.** The undertaker must give written notice to BPC if any application is proposed to be made by the undertaker for the Secretary of State's consent under article 10 (consent to transfer of benefit of order) and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

- (a) the nature of the application to be made;
- (b) the extent of the geographical area to which the application relates; and
- (c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

**53.—**(1) No agreement made under article 11 (agreements with Network Rail) may authorise or permit the exercise by Network Rail, or by the undertaker, or by Network Rail and the undertaker jointly, of any powers and rights of Network Rail and the undertaker (as the case may be) under any BPC contract or affecting any of BPC's property.

(2) In sub-paragraph (1), "BPC contract" means all and any contracts, licences, easements and other agreements, permissions and consents to which BPC is a party or of which it has the benefit.

**Watercourses and drainage**

**54.—**(1) No part of any impounded dock at the Port is included within the definition of "watercourse" for any purpose of this Order.

(2) The undertaker must not without BPC's consent (such consent not to be unreasonably withheld or delayed but which may be given subject to reasonable conditions) create any new discharges for water into any watercourse belonging to or used by BPC.

(3) Without limitation on the scope of sub-paragraph (2), any consent given by BPC under this paragraph—

- (a) may be given subject to reasonable conditions as to the quantities of water permitted to be discharged and as to the duration of any use of the relevant watercourse by the undertaker; and
- (b) does not obviate the need for the undertaker to obtain any further consents required in relation to the activity concerned.

(4) In the exercise of any power under article 22 (discharge of water), the undertaker must not damage or interfere with the bed or banks of any watercourse in, on, over or under BPC's property.

**Surveys**

**55.—**(1) The undertaker must not exercise the powers conferred by article 23 (authority to survey and investigate land) or the powers conferred by section 11(3) (powers of entry) of the 1965 Act as applied by this Order in respect of any of BPC's property—

- (a) outside the Order limits except to the extent that BPC agrees for the purpose of carrying out non-intrusive surveys, investigations and monitoring only;
- (b) other than to the extent that the exercise of such powers is necessary in connection with carrying out the authorised development; and
- (c) other than by prior agreement with BPC on each and every occasion, such agreement not to be unreasonably withheld or delayed but which may be given subject

to reasonable conditions, and on at least 14 days' notice.

(2) When requesting BPC's agreement to access under sub-paragraph (1) the undertaker must provide to BPC full details of the property to which access is requested, the activities proposed (including risk assessments and method statements and intended duration of the activities), the identity of the persons who would undertake them and any apparatus that might be left on the affected property.

(3) BPC is, without limitation on the scope of sub-paragraph (1)(c)—

- (a) entitled to refuse access as requested by the undertaker on any occasion for operational reasons, in which case BPC must act reasonably and without delay in seeking to offer alternative arrangements; and
- (b) entitled as a condition of its agreement on any occasion to require the production of evidence of the existence of adequate insurance with insurers of repute, the proceeds of which will be available to cover all liability, costs, claims, expenses and demands which may arise as a result of that access.

(4) The undertaker must remove any equipment left on, over or under BPC's property as soon as reasonably possible after completion of the relevant surveys and investigations.

(5) The undertaker must, at its own expense, deliver to BPC as soon as reasonably practicable after their production on a non-reliance basis copies in an electronic format of all survey and ground investigation reports carried out in respect of BPC's property under the powers conferred by article 23 or the powers conferred by section 11(3) of the 1965 Act as applied by this Order, which reports BPC may use and provide to others (on a non-reliance basis) free of cost in connection with works and operations at the Port.

### **Streets, access and public rights of way**

**56.**—(1) The undertaker must not in carrying out any works or exercising the powers conferred by this Order cause pedestrian or vehicular access to or across any of BPC's property (including access for cargo operations but excluding access over the Court House Farm terminable access) to be interfered with or obstructed, other than with the consent of BPC, not to be unreasonably withheld or delayed, or, if the carrying out of works or exercising the powers relate to a dock public road, unless the undertaker has first consulted with BPC.

(2) Without limitation on the scope of sub-paragraph (1), the undertaker must not exercise any powers under—

- (a) article 13(1) (street works and power to alter layout etc., of streets) in respect of or so as to affect the Marsh Lane track other than by prior agreement with BPC such agreement not to be unreasonably withheld or delayed but which may be given subject to reasonable conditions;
- (b) article 13(1) in respect of or so as to affect any dock public road unless it has first consulted with BPC; or
- (c) article 13(2) in respect of or so as to affect any private street on any part of BPC's property.

(2) With the exception of the locations specified in columns (1) and (2) of Schedule 7 and shown on sheet 5 of the compounds, haul roads and access to works plan as AW5.1 (access from the highway known as Marsh Lane, Easton in Gordano, north of the disused Portishead Branch railway line) and AW5.3 (access from the highway known as Marsh Lane, Easton in Gordano, south of the disused Portishead Branch railway line) the undertaker must not pursuant to any powers in this Order carry out any works to create or improve any means of access affecting any private street or any public right of way on BPC's property or any other part of BPC's property or any dock public road.

(3) In carrying out any access works, the undertaker must not so far as reasonably practicable interfere with or obstruct the free, uninterrupted and safe use by other

traffic of any street or interfere with street furniture, signage and lighting masts.

(2) Without limitation on the scope of sub-paragraph (1), the undertaker must not exercise any powers under article 15(1) (temporary stopping up of streets and public rights of way) in respect of:

- (a) the Marsh Lane track (except to the extent permitted by article 15(5)) or any other private street; or
- (b) Royal Portbury Dock Road without BPC's consent, such consent not to be unreasonably withheld or delayed but which may be given subject to reasonable conditions.

(4) Despite any provision in this Order, the undertaker must not, except with the agreement of BPC, exercise any power under article 15 or article 46 to use or to authorise the use of any private street or any dock public road or any public right of way on BPC's property as a temporary working site or as a parking place.

(5) The undertaker must exercise the power granted to it under paragraph (5) of article 15 to stop up public rights of way LA8/67/10 and LA/8/68/10 to the extent specified in column (3) of Part 2 of Schedule 5 (Bridleways and footpaths to be temporarily suspended for which no substitute is to be provided during suspension), throughout the period of operation or use of the Lodway Farm construction compound to be constructed as Work No. 17 and the temporary construction compound located under the M5 Avonmouth Bridge.

**(6) Despite any other provision of this Order, no part of Work No. 16 or Work No. 18 (including the right of way to be to be constructed by the undertaker pursuant to article 16(3) and described in Part 2 of Schedule 6 (Bridleways, cycle tracks and footpaths) as a bridleway between points B1 and B2 shown on Sheet 5 of the new highways plan) is or will become open for use by any person or a public right of way or other highway except with the agreement of BPC.**

(7) Despite paragraphs (1) and (2) of article 19—

- (a) any street constructed under this Order on BPC's property; and
- (b) the altered or diverted part of any street altered or diverted under this Order on BPC's property

must be maintained by and at the expense of the relevant highway authority at all times from its completion.

(8) If the undertaker acquires, whether compulsorily or by agreement, any of BPC's property within the Order limits, or any right or interest in or over such property, which property is subject to a public right of way, from the date of the acquisition of the relevant land, right or interest or from the date of entry onto the land by the undertaker under section 11(1) of the 1965 Act (power of entry), whichever is the earlier, any liability or responsibility of BPC to the relevant highway authority for or in respect of the maintenance of that public right of way is extinguished and that public right of way shall after that date instead be maintained by and at the expense of the relevant highway authority.

(9) Without limitation on the scope of any other provision in this Part if any damage to any public right of way on BPC's property is caused in the exercise of any powers under this Order or by carrying out of, or in consequence of the construction of, any works under this Order, the undertaker must make good such damage and pay to BPC all reasonable expenses to which BPC may be put by reason of any such damage.

(10) The undertaker must not exercise any powers under article 13, article 15 or article 46 (traffic regulation) over or in respect of any part of BPC's property or any dock public road after completion of construction of the authorised development.

## **Acquisition and use of land**

**57. The undertaker must not exercise the powers conferred by—**

- (a) **article 24 (compulsory acquisition of land);**
- (b) **article 27 (compulsory acquisition of rights or imposition of covenants);**
- (c) **article 28 (private rights over land subject to compulsory acquisition or temporary possession);**
- (d) **article 29 (power to override easements and other rights);**
- (e) **article 31 (acquisition of subsoil or air-space only);**
- (f) **article 32 (rights under or over streets);**
- (g) **article 34 (temporary use of land for the purpose of maintaining the authorised development); or**
- (h) **article 37 (statutory undertakers and electronic communication code network operators), or section 271 (extinguishment of rights of statutory undertakers: preliminary notices) of the 1990 Act ,**

**over, in respect of or so as to affect any of BPC's property or the Marsh Lane track land or the highway access land unless the exercise of such powers is with the consent of BPC.**

**58.—**(1) The undertaker must not exercise the powers conferred by section 271 (extinguishment of rights of statutory undertakers: preliminary notices) of the 1990 Act in relation to any rights of BPC over or in respect of the railway rights land.

(2) If the undertaker acquires any interest in the railway rights land, whether compulsorily or by agreement, no rights of BPC over or in respect of the railway rights land so acquired must be extinguished.

## **Use of land and execution, maintenance and use of the authorised development**

**59. Despite any provision in this Order or anything shown on the land plan, the undertaker must not except with the agreement of BPC—**

- (a) **exercise any powers of temporary possession over or in respect of the Marsh Lane track land or the rail link land or parcels [5/75,] 5/103 and 5/170;**
- (b) exercise any powers of temporary possession over or in respect of parcel 5/75 or (if and to the extent they form part of BPC's property) parcel 5/85 or parcel 5/86 unless BPC fails, on request by the undertaker, to make available for exercise by the undertaker in substitution for the exercise of the relevant powers temporary rights of access over other land which are sufficient (whether alone or in conjunction with the exercise by the undertaker of other powers under this Order) to enable the undertaker to gain access in connection with the construction of the authorised development, with such vehicles, plant and equipment as may be necessary, from access point AW5.3 shown on the compounds, haul roads and access to works plan to the accommodation bridge (and associated walls, embankments and structures) on land adjacent to parcel 05/86 and to the culvert, watercourse and head wall situated on land adjacent to parcel 05/85; or
- (c) (other than any construction access rights which may be authorised by or pursuant to the terms of this Order over the Marsh Lane track or parcel 05/75), exercise any construction access rights over BPC's property or otherwise use any part of BPC's property for the purpose of gaining access to any part of the authorised development or to any other land or in connection with the construction or maintenance of the authorised development.

**60.**—(1) If required to do so by BPC (acting reasonably), the undertaker must at its cost and expense procure that surveys are carried out to a specification approved by BPC (acting reasonably) to show the condition of any land of which temporary possession is taken under article 33 (together with all associated structures) before the undertaker's use of it begins and after that use ends.

(2) The undertaker must promptly after receipt of reasonable demand by BPC and at the undertaker's cost and expense make good any and all damage and wear and tear caused to any part of BPC's property which is used by the undertaker in connection with the construction or maintenance of the authorised development where in BPC's reasonable opinion the rectification of such damage, wear or tear is necessary in the interests of safety or security.

(3) If required to do so by BPC (acting reasonably), the undertaker must permit BPC to inspect the execution of all works of rectification being carried out under this paragraph in order to ensure compliance by the undertaker with the requirements of this paragraph.

**61.**—(1) The undertaker must present to BPC not less than three months before the intended date of commencing construction the draft programme for the execution of each part of the authorised development on BPC's property.

(2) The undertaker must consult with BPC in relation to the draft programme and must present its final programme for the execution of the authorised development on BPC's property to BPC not less than four weeks before the intended date of commencing construction.

(3) The undertaker must not enter on or take temporary possession of any part of BPC's property unless it has served at least 14 days' written notice on BPC of its intended entry onto that part.

(4) In this paragraph "intended date of commencing construction" means the first date on which the undertaker wishes to commence construction of any part of the authorised development on, under or over any part of BPC's property, including carrying out any preparatory activities.

(5) In the exercise of any powers of temporary possession in respect of any part of BPC's property and in the commencement and execution of the authorised development on BPC's property the undertaker must—

- (a) proceed diligently with the works affecting each part of BPC's property; and
- (b) notify BPC in writing of the completion of the relevant part of the authorised development affecting each part of BPC's property within fourteen days of its completion.

(6) In the exercise of any powers of temporary possession in respect of any part of BPC's property the undertaker must not—

- (a) except with the agreement of BPC, provide or authorise the provision of car parking or storage (for materials or other items) facilities on any part of BPC's property other than within Work No. 16A;
- (b) demolish or remove any buildings;
- (c) except as BPC agrees, construct or carry out on BPC's property any works comprising fencing, any mitigation works, ground or rock stability, geotechnical or strengthening works other than works which are of a temporary nature.

(7) In addition to and without limitation on the scope of the undertaker's other obligations under this Order (including those in article 33(4) and Schedule 2), before giving up possession of any part of BPC's property in respect of which any powers of temporary possession have been exercised the undertaker must remove any works constructed in contravention of sub-paragraph (6) or paragraph [62].

## Works

**62.** Despite any provision of this Order or anything shown on the certified documents except as BPC may agree—

- (a) no part of Work No. 14 or any ancillary works associated with Work No. 14 must be constructed or maintained on parcel 04/55; and
- (b) other than works of a temporary nature, no ancillary works associated with any relevant works or with Work No. 1A or Work No. 1B must be constructed or maintained upon, across, under or over BPC's property outside the limits of deviation or the extent of work (as the case may be) applicable to the work shown on the works plans.

**63.—**(1) The undertaker must before commencing construction of any specified work supply to BPC proper and sufficient plans of that work for BPC's approval and the specified work must not be commenced or executed except in accordance with such plans as have been approved in writing by BPC.

(2) Subject to sub-paragraph (3), BPC's approval under sub-paragraph (1) must not be unreasonably withheld or delayed, but may be given subject to reasonable conditions.

(3) BPC's approval to plans must not be unreasonably withheld or delayed, but may be given subject to reasonable conditions,—

- (a) in respect of all or any of Work No. 1C and Work No. 19, if and in so far as the proposed works comprise and, following design development, are broadly consistent with the works shown on [*reference relevant drawings in DCO doc ref 2.7 Disused Railway engineering plans GRIP4 Minor Civils*]; and
- (b) in respect of Work No. 16C, if and in so far as the proposed works comprise only work necessary to renew the level crossing in modern equivalent form.

(4) Where under sub-paragraph (2) or (3) BPC's approval to plans submitted by the undertaker under sub-paragraph (1) cannot be unreasonably withheld or delayed if by the end of the period of 28 days beginning with the date on which such plans have been supplied to BPC, BPC has not intimated disapproval of those plans and the grounds of disapproval the undertaker may serve upon BPC written notice requiring BPC to intimate approval or disapproval within a further period of 28 days beginning with the date upon which BPC receives written notice from the undertaker. If by expiry of the further period of 28 days BPC has not intimated approval or disapproval, BPC is deemed to have approved the plans as submitted.

(5) When signifying approval of plans submitted under sub-paragraph (1), BPC may specify any protective works (whether temporary or permanent) which in BPC's opinion should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of BPC's property or the continuation of safe and efficient operation of the Port (including the Port's railway) and such protective works as may be reasonably necessary for those purposes are to be constructed by BPC but at the expense of the undertaker, or if BPC so desires such protective works must be carried out by the undertaker at its own expense with all reasonable dispatch, and the undertaker must not commence the construction of the specified work until BPC has notified the undertaker that the protective works have been completed to BPC's reasonable satisfaction.

(6) When signifying approval of plans submitted under sub-paragraph (1) in relation to Work No. 18, BPC may specify any environmental protection works which in BPC's reasonable opinion should be implemented before the commencement of, or during, the construction of Work No. 18 and such environmental protection works as may be reasonably necessary for those purposes are to be implemented by BPC but at the expense of the undertaker, or if BPC so desires such environmental protection works must be implemented by the undertaker at its own expense with all reasonable dispatch, and except to the extent BPC may agree the undertaker must not commence the construction of the specified work until BPC has notified the undertaker that any and all relevant environmental protection works have been implemented to BPC's reasonable satisfaction.

**64.—**(1) Any specified work and any protective works (and any environmental protection works connected with Work No. 18) to be constructed or implemented by virtue of paragraph [63(5) or 63(6)] must, when commenced, be constructed and implemented with all reasonable dispatch in accordance with the plans approved or

deemed to have been approved under paragraph [63]—

- (a) under BPC's supervision (where appropriate and if given) and to BPC's reasonable satisfaction;
  - (b) in such manner as to cause as little damage as is possible to BPC's property; and
  - (c) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe and efficient operation of the Port (including use of the Port's railway or the traffic on it).
- (2) If any damage to BPC's property or any such interference or obstruction is caused by the carrying out of, or in consequence of the construction of, a specified work, the undertaker must, regardless of any approval described in paragraph [63](1), make good such damage and pay to BPC all reasonable expenses to which BPC may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.
- (3) Nothing in this Part of this Schedule imposes—
- (a) any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of BPC or its servants, contractors or agents; or
  - (b) any liability on BPC with respect to any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

**65.** The undertaker must—

- (a) at all times afford reasonable facilities to BPC's representative (or to a person nominated by BPC's representative) for access to a specified work during its construction; and
- (b) supply BPC with all such information as BPC's representative may reasonably require with regard to a specified work or the method of constructing it.

**66.** BPC must at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by BPC under this Part during their construction and must supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

**67.—**(1) If any permanent or temporary alterations or additions to BPC's property, or any protective works under paragraph [63(5)], are reasonably necessary during the construction of a specified work, or during a period of 12 months after the opening for public use of any part of the authorised development that includes a specified work, in consequence of the construction of that specified work, such alterations and additions may be carried out by BPC and if BPC gives to the undertaker reasonable notice of its intention to carry out such alterations or additions, the undertaker must pay to BPC all costs reasonably and properly incurred in constructing those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by BPC in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If the cost of maintaining, working or renewing BPC's property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the undertaker to BPC under this paragraph.

**68.** The undertaker must repay to BPC all fees, costs, charges and expenses reasonably and properly incurred by BPC—

- (a) in constructing any protective works under the provisions of paragraph [63(5)] and in implementing any environmental protection works under the provisions of paragraph [63(6)] including, in respect of any permanent protective works or permanent environmental protection works, a capitalised sum representing the cost of maintaining and renewing those works;
- (b) in respect of the approval by BPC's representative of plans submitted by the undertaker and the supervision by BPC of the construction of a specified work and otherwise in connection with the implementation of the provisions of this Part;



- (c) in respect of the employment or procurement of the services of any persons whom it is reasonably necessary to appoint for inspecting, watching and lighting BPC's property (including the Port's railway) and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work; and
- (d) in respect of any additional temporary lighting of BPC's property in the vicinity of the specified works, being lighting made reasonably necessary by reason or consequence of the construction or failure of a specified work.

**69.** If at any time after the completion of a specified work BPC gives notice to the undertaker informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation or use of any of BPC's property (including the Port's railway) in connection with carrying on BPC's statutory undertaking, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as not adversely to affect such property.

**70.** Any additional expenses which BPC may reasonably incur in altering, reconstructing, working, or maintaining under any powers existing at the making of this Order any of BPC's property in connection with carrying on BPC's statutory undertaking by reason of the existence of a specified work, provided that 56 days' previous notice of the commencement of such alteration, reconstruction, working or maintenance has been given to the undertaker, are to be repaid by the undertaker to BPC.

**71.—**(1) The undertaker must pay to BPC all costs, charges, damages and expenses not otherwise provided for in this Part (but subject to article 41 (no double recovery)) which may be occasioned to or reasonably and properly incurred by BPC —

- (a) by reason of the construction, working, maintenance of a specified work or the failure of such a work; or
- (b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work;

and the undertaker must indemnify BPC from and against all costs, claims and demands arising out of or in connection with a specified work or any such failure, act or omission; and the fact that any act or thing may have been done BPC on behalf of the undertaker or in accordance with plans approved by BPC or in accordance with any requirement of BPC's representative or under the supervision of BPC's representative (or any person nominated by BPC's representative) will not (if it was done without negligence on the part of BPC or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(2) BPC must give the undertaker reasonable notice of any such claim or demand made by a third party as soon as reasonably practicable after BPC becomes aware of it and must make no settlement or compromise of such a claim or demand in excess of £10,000 without the prior consent of the undertaker (such consent not to be unreasonably withheld or delayed).

**72.** BPC must, on receipt of a request from the undertaker, from time to time provide free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made under this Part.

**73.** In the assessment of any sums payable to BPC under this Part there must not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by BPC if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part or increasing the sums so payable.

## **BPC's apparatus**

**74.**—(1) Despite any provision of this Order or anything shown on the land plan—

- (a) the undertaker must not acquire any of BPC's apparatus other than by agreement;
- (b) any right of BPC to maintain any of BPC's apparatus in land must not be extinguished other than with BPC's agreement; and
- (c) the undertaker must not alter, divert, remove, replace, reposition, relocate or repair any of BPC's apparatus other than with BPC's consent (not to be unreasonably withheld or delayed in respect of any specified work).

(2) In this paragraph "BPC's apparatus" means all and any gas, oil and water pipes, water tanks, cisterns, drains and drainage works, sewers, pumps, electric and communication wires, cables and plant, ducts, conduits, governors, transformers, meters and any other service media, surface water interceptors (and whether in all cases for drainage, gas, oil, water, electricity, telephone, television, data and information transmission or any other service) on BPC's property.

### **The Port's railway**

**75.** For the purpose of this Order—

- (a) no part of the Port's railway is, or will become by virtue of this Order or the execution of the authorised development, existing operational railway or operational railway; and
- (b) no part of BPC's property or of any other land over which the Port's railway is located (whether or not that land is owned by BPC) is, or will become by virtue of this Order or the execution of the authorised development, operational railway land or currently operational railway land or form part of the railway authorised by this Order to which article 39 (operation and use of railways) applies.

**76. Despite any provision of this Order and any power which may be conferred on, or from time to time be vested in, the undertaker or Network Rail or any other person pursuant to this Order or otherwise, the railway authorised by this Order must not be constructed, maintained, altered, used or operated by the undertaker or Network Rail or any other person in a manner which would or might cause the number of train paths available to be insufficient to enable the passage between the Port's railway and all other parts of the national rail network of 20 freight trains daily per calendar year in each direction.**

### **Trees and other vegetation**

**77.** Despite any provision in this Order and anything shown on the certified documents, in the exercise of any powers under this Order and in the construction, maintenance and operation of the authorised development the undertaker must not—

- (a) plant new or replacement trees, hedges, hedgerows, shrubs or other vegetation on BPC's property otherwise than with BPC's consent, such consent not to be unreasonably withheld or delayed; or
- (b) remove, cut back, fell or lop, prune or reduce in any way any other hedge, tree, shrub or other vegetation on BPC's property otherwise than with BPC's consent, such consent not to be unreasonably withheld or delayed.

### **General**

**78.** The undertaker must in the exercise of any powers under this Order and in the construction, maintenance and operation of the authorised development secure compliance with and implementation of:

- (a) the form of protocol (if any) agreed between BPC and the undertaker relating to the regulation on property owned by BPC of construction operations and activities in connection with the authorised development; and
  - (b) all and any applicable conditions attached to any relevant consent, agreement or approval given by BPC for the purpose of this Part.
- 79.** Article 49 (procedure in relation to further approvals, etc) will not apply in relation to any consent, agreement or approval from BPC required under this Order.

**Appendix 2:**

**Applicant's mark-up of the Port's proposed protective provisions**



## **PART 5**

### **Protection for First Corporate Shipping Limited**

**80.** The provisions of this Part have effect unless otherwise agreed in writing between the undertaker and BPC.

**81.—(1)** In this Part—

"access works" means works—

(a) on, over or under or otherwise affecting a private street or any public right of way on BPC's property, including the kerbs, splitter islands, footways, verges and carriageway of such street and any road markings, signing, signals, and other street furniture;

(b) to alter, modify, improve, create or provide any means of access (whether temporary or otherwise) on or across BPC's property or to or from any private street or any other part of BPC's property or to or from any dock public road;

(c) to alter the layout of any private street or any public right of way on BPC's property; and

(d) to position or install plant or equipment on or over any private street or any public right of way on BPC's property,

and includes, without limitation on the scope of the foregoing, any works under article 13 (street works and power to alter layout etc., of streets) or article 17 (access to works) in respect of or affecting any private street or any public right of way on BPC's property;

"ancillary works" means embankments, earthworks, retaining structures or works, planting, landscaping or other mitigation, fencing and all other works falling within the descriptions of the further associated development set out in paragraphs (a) to (x) (inclusive) of Schedule 1;

"BPC" means First Corporate Shipping Limited (registered company number 2542406), trading as The Bristol Port Company, being the statutory harbour authority and competent harbour authority for the Port;

"BPC's property" means the whole and each of every part of all the leasehold and freehold land and rights and the benefit of all covenants, owned by or vested in BPC at Avonmouth, Chittening and Portbury—

(a) upon, across, under, over or in respect of or affecting which any powers conferred by this Order may be exercised; or

(b) upon, across, under or over which there is situated anything over or in respect of which any such powers may be exercised,

and includes, without limitation on the scope of the foregoing, the Port's railway and any private street but does not include the Court House Farm terminable access;

"BPC's representative" means the person appointed by BPC from time to time to be its representative for the purposes of this Order;

"certified documents" means any and all of the plans and documents certified by the Secretary of State for the purpose of this Order;

"construction" includes execution, placing, alteration and reconstruction and "construct" and "constructed" have corresponding meanings;

"construction access rights" means any and all powers conferred on the undertaker by this Order to exercise temporary powers of access over any land with or without vehicles, plant and equipment including, without limitation on the scope of the foregoing, any ancillary powers to remove buildings and vegetation from that land and to construct works for the purpose of providing a means of access;

"Court House Farm easement" means a Deed of Grant of Easement dated 4 September 2017 made between Network Rail and First Corporate Shipping Limited t/a The Bristol Port Company;

"Court House Farm terminable access" means the existing crossing at grade over the disused Portishead Branch Line which is described in the Court House Farm easement;

"dock public road" means each of the streets known as Marsh Lane, Royal Portbury Dock Road (including the roundabout at its junction with Portbury Way and Gordano Way), Redland Avenue, Gordano Way, Garonor Way and Portbury Way to the extent that it is maintainable highway;

"drainage works" means works—

(a) to create, alter or remove any culvert or other crossing over, under or affecting any watercourse or drainage ditch on, over or under BPC's property or which drains water to or from BPC's property; and

(b) to make any opening or connection into any watercourse belonging to or to lay down, take up or alter any pipes for that purpose;

"environmental protection works" means measures reasonably required to be carried out on or in respect of Work No. 18 to protect the scrub environment and water bodies established and managed by BPC;

"highway access land" means any and all of parcels 5/30, 5/61, 5/62, 5/65 and 5/70;

"landscaping works" means—

(a) removing, cutting back, felling, lopping, pruning or reducing in any way any hedge, hedgerow, tree, shrub or other vegetation on BPC's property; and

(b) planting new or replacement hedges, hedgerows, trees, shrubs or other vegetation on BPC's property

and includes, without limitation on the scope of the foregoing, any works on BPC's property under article 43 (felling or lopping of trees) or article 44 (hedgerows);

"maintainable highway" has the same meaning as in section 86(1) of the 1991 Act;

"Marsh Lane track" means the private street referred to in Schedule 3 and there described as Access Road to the M5 Avonmouth Bridge east of Marsh Lane, Easton-in-Gordano;

~~"Marsh Lane track land" means any and all of parcels 5/25, 5/95, 5/100, 5/105, 5/106, 5/112 and 5/113 and that part of parcel 5/28 which lies to the east of an imaginary line projected in a northerly direction across the disused railway at 126 miles 78 chains and includes the Marsh Lane track;~~

"plans" includes sections, elevations, designs and design data, drawings, calculations, specifications, programmes, method statements, assessments of risk relating to the construction, carrying out, maintenance and, where appropriate, removal of any work;

"Port" means the port and harbour of Bristol;

"Port's railway" means the railway owned by BPC leading from Portbury Junction, Pill to the Royal Portbury Dock;

"powers of temporary possession" means the powers conferred by article 33 (temporary use of land for carrying out the authorised development);

"preparatory activities" means ecological mitigation works, archaeological investigations, boreholes, intrusive surveys, environmental surveys and monitoring, other investigations for the purpose of assessing ground conditions or the receipt and erection of construction plant and equipment, utility diversions or ground clearance works but excluding any such activities carried out under article 23 (authority to survey and investigate land) or the powers conferred by section 11(3)

(powers of entry) of the 1965 Act as applied by this Order in respect of any of BPC's property;

"private street" means any street on BPC's property which is not a maintainable highway;

~~"rail link land" means any and all of parcels 5/104, 5/107, 5/108, 5/165, 5/171, 6/25 and 6/55;~~

"railway rights land" means any and all of parcels 5/95, 5/100, 5/105, 5/122, 5/137, 5/140, 5/141, 6/10, 6/15, 6/20, 6/55, 6/60 and 6/80;

"relevant works" means that part of Work 1C that is on the Port's railway and Works Nos. 14, -14A, 14B, 15, 16, 16A, 16C, 18, 19 and 20;

"specified work" means—

(a) that part of Work 1C that is on the Port's railway;

(b) the whole of Work Nos. 14, 14A, 15, 16, 16A, 16C, 18, 19 and 20; and

~~(c) all access works, drainage works and landscaping works; and~~

~~(d)(c)~~ so much of all other parts of the authorised development and of any works to be carried out under the powers conferred by article 33 as is situated upon, across, under, over or within 5 metres of BPC's property, including all environmental mitigation and restoration measures;

(3) In this Part—

(a) references to the undertaker include references to any person to or in which any or all of the benefit of the provisions of this Order and any related statutory powers are transferred or are vested pursuant to any provision of this Order and any person which may by virtue of any agreement made pursuant to article 11 (agreements with Network Rail) whether alone or jointly with another exercise any or all of the powers contained in this Order;

(b) references to numbered parcels are to the parcels of land so numbered in the book of reference;

(c) references to a requirement to consult include that consultation must take place in good faith and in a timely manner with the provision of all reasonably necessary information and so that the party concerned must act reasonably in taking into account the reasonable comments made by the other party in response; and

(d) references to BPC's consent, agreement or approval are to BPC's prior consent, agreement or approval given in writing.

**82.—~~(1) Subject as set out in sub paragraph (2), nothing~~ in this Order affects—**

(a) any right of BPC to use the Court House Farm terminable access; or

(b) the provisions of the Court House Farm easement or any other agreement relating to the Court House Farm terminable access

and accordingly the following provisions of this Part of this Schedule do not apply as regards the Court House Farm terminable access.

~~(2)—Despite anything contained in the Court House Farm easement or any other agreement relating to the Court House Farm terminable access, BPC's rights to use the Court House Farm terminable access under and in accordance with the Court House Farm easement or such other agreement must not terminate or cease to be exercisable before the date which is fifteen months after the approval date, and the Court House Farm easement and any such other agreement are modified accordingly.~~

~~(3)—In sub paragraph (2), the "approval date" is the first date on which each of the Full Council of North Somerset Council, the West of England Joint~~



~~Committee, the West of England Combined Authority Committee and The Secretary of State for Transport has confirmed in writing its approval under the Department for Transport WebTAG technical process for the appraisal of major transport schemes of the Full Business Case and the Final Approval Business Case in relation to the MetroWest Phase 1 proposals, including the authorised development.~~

**83.** The undertaker must give written notice to BPC if any application is proposed to be made by the undertaker for the Secretary of State's consent under article 10 (consent to transfer of benefit of order) and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

- (d) the nature of the application to be made;
- (e) the extent of the geographical area to which the application relates; and
- (f) the name and address of the person acting for the Secretary of State to whom the application is to be made.

**84.**—(1) No agreement made under article 11 (agreements with Network Rail) may authorise or permit the exercise by Network Rail, or by the undertaker, or by Network Rail and the undertaker jointly, of any powers and rights of Network Rail and the undertaker (as the case may be) under any BPC contract or affecting any of BPC's property.

(4) In sub-paragraph (1), "BPC contract" means all and any contracts, licences, easements and other agreements, permissions and consents to which BPC is a party or of which it has the benefit.

#### **Watercourses and drainage**

**85.**—(1) No part of any impounded dock at the Port is included within the definition of "watercourse" for any purpose of this Order.

(5) The undertaker must not without BPC's consent (such consent not to be unreasonably withheld or delayed but which may be given subject to reasonable conditions) create any new discharges for water into any watercourse belonging to or used by BPC.

(6) Without limitation on the scope of sub-paragraph (2), any consent given by BPC under this paragraph—

- (c) may be given subject to reasonable conditions as to the quantities of water permitted to be discharged and as to the duration of any use of the relevant watercourse by the undertaker; and
- (d) does not obviate the need for the undertaker to obtain any further consents required in relation to the activity concerned.

(7) In the exercise of any power under article 22 (discharge of water), the undertaker must not damage or interfere with the bed or banks of any watercourse in, on, over or under BPC's property.

#### **Surveys**

**86.**—(1) The undertaker must not exercise the powers conferred by article 23 (authority to survey and investigate land) or the powers conferred by section 11(3) (powers of entry) of the 1965 Act as applied by this Order in respect of any of BPC's property—

- (d) outside the Order limits except to the extent that BPC agrees for the purpose of carrying out non-intrusive surveys, investigations and monitoring only;
- (e) other than to the extent that the exercise of such powers is necessary in connection with carrying out the authorised development; and

- (f) other than by prior agreement with BPC on each and every occasion, such agreement not to be unreasonably withheld or delayed but which may be given subject to reasonable conditions, and on at least 14 days' notice.
- (2) When requesting BPC's agreement to access under sub-paragraph (1) the undertaker must provide to BPC full details of the property to which access is requested, the activities proposed (including risk assessments and method statements and intended duration of the activities), the identity of the persons who would undertake them and any apparatus that might be left on the affected property.
- (3) BPC is, without limitation on the scope of sub-paragraph (1)(c)—
- ~~(a)~~ (a) entitled to refuse access as requested by the undertaker on any occasion for operational reasons, in which case BPC must act reasonably and without delay in seeking to offer alternative arrangements; and
  - ~~(b)~~ (b) entitled as a condition of its agreement on any occasion to require the production of evidence of the existence of adequate insurance with insurers of repute, the proceeds of which will be available to cover all liability, costs, claims, expenses and demands which may arise as a result of that access.
- (4) The undertaker must remove any equipment left on, over or under BPC's property as soon as reasonably possible after completion of the relevant surveys and investigations.
- (5) The undertaker must, at its own expense, deliver to BPC as soon as reasonably practicable after their production on a non-reliance basis copies in an electronic format of all survey and ground investigation reports carried out in respect of BPC's property under the powers conferred by article 23 or the powers conferred by section 11(3) of the 1965 Act as applied by this Order, which reports BPC may use and provide to others (on a non-reliance basis) free of cost in connection with works and operations at the Port.

### **Streets, access and public rights of way**

**87.**—(1) The undertaker must not in carrying out any works or exercising the powers conferred by this Order cause pedestrian or vehicular access to or across any of BPC's property (including access for cargo operations but excluding access over the Court House Farm terminable access) to be interfered with or obstructed, other than with the consent of BPC, not to be unreasonably withheld or delayed, or, if the carrying out of works or exercising the powers relate to a dock public road, unless the undertaker has first consulted with BPC.

- ~~(2)~~ (1) Without limitation on the scope of sub-paragraph (1), the undertaker must not exercise any powers under—
- (a) article 13(1) (street works and power to alter layout etc., of streets) in respect of or so as to affect the Marsh Lane track other than by prior agreement with BPC such agreement not to be unreasonably withheld or delayed but which may be given subject to reasonable conditions;
  - (b) article 13(1) in respect of or so as to affect any dock public road unless it has first consulted with BPC; or
  - (c) article 13(2) in respect of or so as to affect any private street on any part of BPC's property.
- (2) With the exception of the locations specified in columns (1) and (2) of Schedule 7 and shown on sheet 5 of the compounds, haul roads and access to works plan as AW5.1 (access from the highway known as Marsh Lane, Easton in Gordano, north of the disused Portishead Branch railway line) and AW5.3 (access from the highway known as Marsh Lane, Easton in Gordano, south of the disused Portishead Branch railway line) the undertaker must not pursuant to any powers in this Order carry out

any works to create or improve any means of access affecting any private street or any public right of way on BPC's property or any other part of BPC's property or any dock public road.

(3) In carrying out any access works, the undertaker must not so far as reasonably practicable interfere with or obstruct the free, uninterrupted and safe use by other traffic of any street or interfere with street furniture, signage and lighting masts.

~~(4)~~ (2) Without limitation on the scope of sub-paragraph (1), the undertaker must not exercise any powers under article 15(1) (temporary stopping up of streets and public rights of way) in respect of:

~~(a)~~ (a) the Marsh Lane track (except to the extent permitted by article 15(5)) or any other private street; or

~~(b)~~ (b) Royal Portbury Dock Road without BPC's consent, such consent not to be unreasonably withheld or delayed but which may be given subject to reasonable conditions.

~~(5)~~ (4) Despite any provision in this Order, the undertaker must not, except with the agreement of BPC, exercise any power under article 15 or article 46 to use or to authorise the use of any private street or any dock public road or any public right of way on BPC's property as a temporary working site or as a parking place.

~~(6)~~ (5) The undertaker must exercise the power granted to it under paragraph (5) of article 15 to stop up public rights of way LA8/67/10 and LA/8/68/10 to the extent specified in column (3) of Part 2 of Schedule 5 (Bridleways and footpaths to be temporarily suspended for which no substitute is to be provided during suspension), throughout the period of operation or use of the Lodway Farm construction compound to be constructed as Work No. 17 and the temporary construction compound located under the M5 Avonmouth Bridge.

~~(6) — Despite any other provision of this Order, no part of Work No. 16 or Work No. 18 (including the right of way to be to be constructed by the undertaker pursuant to article 16(3) and described in Part 2 of Schedule 6 (Bridleways, cycle tracks and footpaths) as a bridleway between points B1 and B2 shown on Sheet 5 of the new highways plan) is or will become open for use by any person or a public right of way or other highway except with the agreement of BPC.~~

(7) Despite paragraphs (1) and (2) of article 19—

~~(a)~~ (a) any street constructed under this Order on BPC's property; and

~~(b)~~ (b) the altered or diverted part of any street altered or diverted under this Order on BPC's property

must be maintained by and at the expense of the relevant highway authority at all times from its completion.

(8) If the undertaker acquires, whether compulsorily or by agreement, any of BPC's property within the Order limits, or any right or interest in or over such property, which property is subject to a public right of way, from the date of the acquisition of the relevant land, right or interest or from the date of entry onto the land by the undertaker under section 11(1) of the 1965 Act (power of entry), whichever is the earlier, any liability or responsibility of BPC to the relevant highway authority for or in respect of the maintenance of that public right of way is extinguished and that public right of way shall after that date instead be maintained by and at the expense of the relevant highway authority.

(9) Without limitation on the scope of any other provision in this Part if any damage to any public right of way on BPC's property is caused in the exercise of any

powers under this Order or by carrying out of, or in consequence of the construction of, any works under this Order, the undertaker must make good such damage and pay to BPC all reasonable expenses to which BPC may be put by reason of any such damage.

(10) The undertaker must not exercise any powers under article 13, article 15 or article 46 (traffic regulation) over or in respect of any part of BPC's property or any dock public road after completion of construction of the authorised development.

## Acquisition and use of land

~~57. — The undertaker must not exercise the powers conferred by—~~

- ~~(a) article 24 (compulsory acquisition of land);~~
- ~~(b) article 27 (compulsory acquisition of rights or imposition of covenants);~~
- ~~(c) article 28 (private rights over land subject to compulsory acquisition or temporary possession);~~
- ~~(d) article 29 (power to override easements and other rights);~~
- ~~(e) article 31 (acquisition of subsoil or air space only);~~
- ~~(f) article 32 (rights under or over streets);~~
- ~~(g) article 34 (temporary use of land for the purpose of maintaining the authorised development); or~~
- ~~(h) article 37 (statutory undertakers and electronic communication code network operators), or section 271 (extinguishment of rights of statutory undertakers: preliminary notices) of the 1990 Act;~~

~~over, in respect of or so as to affect any of BPC's property or the Marsh Lane track land or the highway access land unless the exercise of such powers is with the consent of BPC.~~

88.58.—(1) The undertaker must not exercise the powers conferred by section 271 (extinguishment of rights of statutory undertakers: preliminary notices) of the 1990 Act in relation to any rights of BPC over or in respect of the railway rights land.

(3) If the undertaker acquires any interest in the railway rights land, whether compulsorily or by agreement, no rights of BPC over or in respect of the railway rights land so acquired must be extinguished.

## Use of land and execution, maintenance and use of the authorised development

~~59. —~~ 58.—(1) Despite any provision in this Order or anything shown on the land plan, the undertaker must not except with the agreement of BPC—

- ~~(a) exercise any powers of temporary possession over or in respect of the Marsh Lane track land or the rail link land or parcels [5/75,] 5/103 and 5/170;~~
- ~~(b)~~ (a) exercise any powers of temporary possession over or in respect of parcel 5/75 or (if and to the extent they form part of BPC's property) parcel 5/85 or parcel 5/86 unless BPC fails, ~~on~~ within 14 days of a request by the undertaker, to make available for exercise by the undertaker in substitution for the exercise of the relevant powers temporary rights of access over other land which are sufficient (whether alone or in conjunction with the exercise by the undertaker of other powers under this Order) to enable the undertaker to gain access in connection with the construction of the authorised development, with such vehicles, plant and equipment as may be

necessary, from access point AW5.3 shown on the compounds, haul roads and access to works plan to the accommodation bridge (and associated walls, embankments and structures) on land adjacent to parcel 05/86 and to the culvert, watercourse and head wall situated on land adjacent to parcel 05/85; or

~~(e)~~ (b) (other than any construction access rights which may be authorised by or pursuant to the terms of this Order over the Marsh Lane track or ~~parcel 05/75~~ parcels 05/75, 05/103, 05/104, 05/107, 05/108, 05/165, 05/171 06/25, any part of 05/112 that is not part of the Marsh Lane Access Track, or over bridleways and footpaths that are open to the public), exercise any construction access rights over BPC's property or otherwise use any part of BPC's property for the purpose of gaining access to any part of the authorised development or to any other land or in connection with the construction or maintenance of the authorised development.

~~60.59.~~ (1) If required to do so by BPC (acting reasonably), the undertaker must at its cost and expense procure that surveys are carried out to a specification approved by BPC (acting reasonably) to show the condition of any land of which temporary possession is taken under article 33 (together with all associated structures) before the undertaker's use of it begins and after that use ends.

~~(2)~~ (2) The undertaker must promptly after receipt of reasonable demand by BPC and at the undertaker's cost and expense make good any and all damage and wear and tear caused to any part of BPC's property which is used by the undertaker in connection with the construction or maintenance of the authorised development where in BPC's reasonable opinion the rectification of such damage, wear or tear is necessary in the interests of safety or security.

~~(3)~~ (3) If required to do so by BPC (acting reasonably), the undertaker must permit BPC to inspect the execution of all works of rectification being carried out under this paragraph in order to ensure compliance by the undertaker with the requirements of this paragraph.

~~61.60.~~ (1) The undertaker must present to BPC not less than three months before the intended date of commencing construction the draft programme for the execution of each part of the authorised development on BPC's property.

(8) The undertaker must consult with BPC in relation to the draft programme and must present its final programme for the execution of the authorised development on BPC's property to BPC not less than four weeks before the intended date of commencing construction.

(9) The undertaker must not enter on or take temporary possession of any part of BPC's property unless it has served at least 14 days' written notice on BPC of its intended entry onto that part.

(10) In this paragraph "intended date of commencing construction" means the first date on which the undertaker wishes to commence construction of any part of the authorised development on, under or over any part of BPC's property, including carrying out any preparatory activities.

(11) In the exercise of any powers of temporary possession in respect of any part of BPC's property and in the commencement and execution of the authorised development on BPC's property the undertaker must—

(a) proceed diligently with the works affecting each part of BPC's property; and

(b) notify BPC in writing of the completion of the relevant part of the authorised development affecting each part of BPC's property within fourteen days of its completion.

(12) ~~(6)~~ In the exercise of any powers of temporary possession in respect of any part of BPC's property the undertaker must not—

(a) except with the agreement of BPC, provide or authorise the provision of car parking or storage (for materials or other items) facilities on any part of BPC's property other than within Work No. 16A;

- (b) demolish or remove any buildings; or
  - (c) except as BPC agrees, construct or carry out on BPC's property any works comprising fencing, any mitigation works, ground or rock stability, geotechnical or strengthening works other than works which are of a temporary nature.
- ~~(7)~~(7) In addition to and without limitation on the scope of the undertaker's other obligations under this Order (including those in article 33(4) and Schedule 2), before giving up possession of any part of BPC's property in respect of which any powers of temporary possession have been exercised the undertaker must remove any works constructed in contravention of sub-paragraph (6) or paragraph [62].

## Works

~~62.~~61. Despite any provision of this Order or anything shown on the certified documents except as BPC may agree—

- (c) no part of Work No. 14 or any ancillary works associated with Work No. 14 must be constructed or maintained on parcel 04/55; and
- (d) other than works of a temporary nature, no ancillary works associated with any relevant works or with Work No. 1A or Work No. 1B must be constructed or maintained upon, across, under or over BPC's property ~~outside the limits of deviation or the extent of work (as the case may be) applicable to the work shown on the works plans of which only temporary possession is taken under this Order.~~

~~63.~~~~(1)~~ 62—(1) The undertaker must before commencing construction of any specified work supply to BPC proper and sufficient plans of that work for BPC's approval and the specified work must not be commenced or executed except in accordance with such plans as have been approved in writing by BPC.

(7) Subject to sub-paragraph (3), BPC's approval under sub-paragraph (1) must not be unreasonably withheld or delayed, but may be given subject to reasonable conditions.

(8) BPC's approval to plans must not be unreasonably withheld or delayed, but may be given subject to reasonable ~~conditions,~~ conditions—

~~(a)~~(a) in respect of all or any of Work No. 1C ~~and Work No. 19 on BPC Property~~, if and in so far as the proposed works comprise and, following design development, are broadly consistent with the works shown on ~~[reference relevant drawings in DCO doc ref 2.7 Disused Railway engineering plans GRIP4 Minor Civils];~~ and drawings W1097B-ARP-DRG-ECV-000305, W1097B-ARP-DRG-ECV-000330 and W1097B-ARP-DRG-ECV-000331;

(b) in respect of Work No. 19 if and in so far as the proposed works comprise and, following design development, are broadly consistent with the Bridleway Extension Under the Elevated M5 Plan, and

~~(b)~~(c) in respect of Work No. 16C, if and in so far as the proposed works comprise only work necessary to renew the level crossing in modern equivalent form.

~~(4)~~(3) Where under sub-paragraph (2) or (3) BPC's approval to plans submitted by the undertaker under sub-paragraph (1) cannot be unreasonably withheld or delayed if by the end of the period of 28 days beginning with the date on which such plans have been supplied to BPC, BPC has not intimated disapproval of those plans and the grounds of disapproval the undertaker may serve upon BPC written notice requiring BPC to intimate approval or disapproval within a further period of 28 days beginning with the date upon which BPC receives written notice from the undertaker. If by expiry of the further period of 28 days BPC has not intimated approval or disapproval, BPC is deemed to have approved the plans as submitted.

(9) ~~(5)~~ When signifying approval of plans submitted under sub-paragraph (1), BPC may specify any protective works (whether temporary or permanent) which in BPC's opinion should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of BPC's property or the continuation of safe and efficient operation of the Port (including the Port's railway) and such protective works as may be reasonably necessary for those purposes are to be constructed by BPC but at the expense of the undertaker, or if BPC so desires such protective works must be carried out by the undertaker at its own expense with all reasonable dispatch, and the undertaker must not commence the construction of the specified work until BPC has notified the undertaker that the protective works have been completed to BPC's reasonable satisfaction.

(10) ~~(6)~~ When signifying approval of plans submitted under sub-paragraph (1) in relation to Work No. 18, BPC may specify any environmental protection works which in BPC's reasonable opinion should be implemented before the commencement of, or during, the construction of Work No. 18 and such environmental protection works as may be reasonably necessary for those purposes are to be implemented by BPC but at the expense of the undertaker, or if BPC so desires such environmental protection works must be implemented by the undertaker at its own expense with all reasonable dispatch, and except to the extent BPC may agree the undertaker must not commence the construction of the specified work until BPC has notified the undertaker that any and all relevant environmental protection works have been implemented to BPC's reasonable satisfaction.

63.—(1) Any specified work and any protective works (and any environmental protection works connected with Work No. 18) to be constructed or implemented by virtue of paragraph ~~[63(560(4) or 63(660(5))]~~ must, when commenced, be constructed and implemented with all reasonable dispatch in accordance with the plans approved or deemed to have been approved under paragraph ~~[63]64.~~ 60

- (a) under BPC's supervision (where appropriate and if given) and to BPC's reasonable satisfaction;
- (b) in such manner as to cause as little damage as is possible to BPC's property; and
- (c) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe and efficient operation of the Port (including use of the Port's railway or the traffic on it).

(2) If any damage to BPC's property or any such interference or obstruction is caused by the carrying out of, or in consequence of the construction of, a specified work, the undertaker must, regardless of any approval described in paragraph ~~[63(660(1))]~~, make good such damage and pay to BPC all reasonable expenses to which BPC may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.

(3) Nothing in this Part of this Schedule imposes—

- (a) any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of BPC or its servants, contractors or agents; or
- (b) any liability on BPC with respect to any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

64. The undertaker must—

- (c) at all times afford reasonable facilities to BPC's representative (or to a person nominated by BPC's representative) for access to a specified work during its construction; and
- (d) supply BPC with all such information as BPC's representative may reasonably require with regard to a specified work or the method of constructing it.

~~66-65.~~ BPC must at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by BPC under this Part during their



construction and must supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

~~67.66.~~—(1) If any permanent or temporary alterations or additions to BPC's property, or any protective works under paragraph ~~63(5)~~ **60(3)**, are reasonably necessary during the construction of a specified work, or during a period of 12 months after the opening for public use of any part of the authorised development that includes a specified work, in consequence of the construction of that specified work, such alterations and additions may be carried out by BPC and if BPC gives to the undertaker reasonable notice of its intention to carry out such alterations or additions, the undertaker must pay to BPC all costs reasonably and properly incurred in constructing those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by BPC in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If the cost of maintaining, working or renewing BPC's property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the undertaker to BPC under this paragraph.

~~68.69.~~ The undertaker must repay to BPC all fees, costs, charges and expenses reasonably and properly incurred by BPC—

- (e) in constructing any protective works under the provisions of paragraph ~~63(5)~~ **60(3)** ~~and in implementing any environmental protection works under the provisions of paragraph 63(6) 60(3)~~ including, in respect of any permanent protective ~~works or permanent environmental protection~~ works, a capitalised sum representing the cost of maintaining and renewing those works;
- (f) in respect of ~~the approval by~~ BPC's representative ~~'s approval~~ of plans submitted by the undertaker and the supervision by BPC of the construction of a specified work and otherwise in connection with the implementation of the provisions of this Part;
- (g) in respect of the employment or procurement of the services of any persons whom it is reasonably necessary to appoint for inspecting, watching and lighting BPC's property (including the Port's railway) and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work; and
- (h) in respect of any additional temporary lighting of BPC's property in the vicinity of the specified works, being lighting made reasonably necessary by reason or consequence of the construction or failure of a specified work.

~~69.70.~~ If at any time after the completion of a specified work BPC gives notice to the undertaker informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation or use of any of BPC's property (including the Port's railway) in connection with carrying on BPC's statutory undertaking, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as not ~~to~~ adversely ~~to~~ affect the operation or use of such property in that connection.

~~70.71.~~ Any additional expenses which BPC may reasonably incur in altering, reconstructing, working, or maintaining under any powers existing at the making of this Order any of BPC's property in connection with carrying on BPC's statutory undertaking by reason of the existence of a specified work, provided that 56 days' previous notice of the commencement of such alteration, reconstruction, working or maintenance has been given to the undertaker, are to be repaid by the undertaker to BPC.

~~71.72.~~—(1) The undertaker must pay to BPC all costs, charges, damages and expenses not otherwise provided for in this Part (but subject to article 41 (no double recovery)) which may be occasioned to or reasonably and properly incurred by BPC —

- (c) by reason of the construction, working, maintenance of a specified work or the failure of such a work; or
- (d) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work;



and the undertaker must indemnify BPC from and against all costs, claims and demands arising out of or in connection with a specified work or any such failure, act or omission; and the fact that any act or thing may have been done BPC on behalf of the undertaker or in accordance with plans approved by BPC or in accordance with any requirement of BPC's representative or under ~~the supervision of BPC's representative (or any person nominated by BPC's representative)~~ 's supervision will not (if it was done without negligence on the part of BPC or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(2) BPC must give the undertaker reasonable notice of any such claim or demand made by a third party as soon as reasonably practicable after BPC becomes aware of it and must make no settlement or compromise of such a claim or demand in excess of £10,000 without the prior consent of the undertaker (such consent not to be unreasonably withheld or delayed).

~~72.73.~~ BPC must, on receipt of a request from the undertaker, from time to time provide free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made under this Part.

~~73.74.~~ In the assessment of any sums payable to BPC under this Part there must not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by BPC if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part or increasing the sums so payable.

#### **BPC's apparatus**

~~74.75.~~—(1) Despite any provision of this Order or anything shown on the land plan—

- (d) the undertaker must not acquire any of BPC's apparatus other than by agreement;
- (e) any right of BPC to maintain any of BPC's apparatus in land must not be extinguished other than with BPC's agreement; and
- (f) the undertaker must not alter, divert, remove, replace, reposition, relocate or repair any of BPC's apparatus other than with BPC's consent (not to be unreasonably withheld or delayed in respect of any specified work).

(2) In this paragraph "BPC's apparatus" means all and any gas, oil and water pipes, water tanks, cisterns, drains and drainage works, sewers, pumps, electric and communication wires, cables and plant, ducts, conduits, governors, transformers, meters and any other service media, surface water interceptors (and whether in all cases for drainage, gas, oil, water, electricity, telephone, television, data and information transmission or any other service) on BPC's property.

#### **The Port's railway**

~~75.76.~~ For the purpose of this Order—

- (e) no part of the Port's railway is, or will become by virtue of this Order or the execution of the authorised development, existing operational railway or operational railway; and
- (f) no part of BPC's property or of any other land over which the Port's railway is located (whether or not that land is owned by BPC) is, or will become by virtue of this Order or the execution of the authorised development, operational railway land or currently operational railway land or form part of the railway authorised by this Order to which article 39 (operation and use of railways) applies.

~~76. ————— Despite any provision of this Order and any power which may be conferred on, or from time to time be vested in, the undertaker or Network Rail or any other person pursuant to this Order or otherwise, the railway authorised by this Order must not be constructed, maintained, altered, used or operated by the undertaker or Network Rail or any other person in a manner which would or might cause the number of train paths available to be insufficient to enable the passage between the Port's railway and all other parts of the national rail network of 20 freight trains daily per calendar year in each direction.~~

#### **Trees and other vegetation**

~~77.~~77.—(1) Despite any provision in this Order and anything shown on the certified documents, in the exercise of any powers under this Order and in the construction, maintenance and operation of the authorised development the undertaker must not—

- (c) plant new or replacement trees, hedges, hedgerows, shrubs or other vegetation on BPC's property otherwise than with BPC's consent, such consent not to be unreasonably withheld or delayed; or
- (d) remove, cut back, fell or lop, prune or reduce in any way any other hedge, tree, shrub or other vegetation on BPC's property otherwise than with BPC's consent, such consent not to be unreasonably withheld or delayed.

#### **General**

~~78.~~78. The undertaker must in the exercise of any powers under this Order and in the construction, maintenance and operation of the authorised development secure compliance with and implementation of:

- ~~(a) the form of protocol (if any) agreed between BPC and the undertaker relating to the regulation on property owned by BPC of construction operations and activities in connection with the authorised development; and~~

all and any applicable conditions attached to any relevant consent, agreement or approval given by BPC for the purpose of this Part.

~~79.~~79. Article 49 (procedure in relation to further approvals, etc) will not apply in relation to any consent, agreement or approval from BPC required under this Order.



**Appendix 3:**

**Clean copy of the Port's Protective provisions as amended by the Applicant and included in the deadline 7 Draft Development Consent Order**

**PART 5**

**Protection for First Corporate Shipping Limited**

**49.** The provisions of this Part have effect unless otherwise agreed in writing between the undertaker and BPC.

**50.**—(1) In this Part—

"access works" means works—

(a) on, over or under or otherwise affecting a private street or any public right of way on BPC's property, including the kerbs, splitter islands, footways, verges and carriageway of such street and any road markings, signing, signals, and other street furniture;

(b) to alter, modify, improve, create or provide any means of access (whether temporary or otherwise) on or across BPC's property or to or from any private street or any other part of BPC's property or to or from any dock public road;

(c) to alter the layout of any private street or any public right of way on BPC's property; and

(d) to position or install plant or equipment on or over any private street or any public right of way on BPC's property,

and includes, without limitation on the scope of the foregoing, any works under article 13 (street works and power to alter layout etc., of streets) or article 17 (access to works) in respect of or affecting any private street or any public right of way on BPC's property;

"ancillary works" means embankments, earthworks, retaining structures or works, planting, landscaping or other mitigation, fencing and all other works falling within the descriptions of the further associated development set out in paragraphs (a) to (x) (inclusive) of Schedule 1;

"BPC" means First Corporate Shipping Limited (registered company number 2542406), trading as The Bristol Port Company, being the statutory harbour authority and competent harbour authority for the Port;

"BPC's property" means the whole and each of every part of all the leasehold and freehold land and rights and the benefit of all covenants, owned by or vested in BPC at Avonmouth, Chittening and Portbury—

(a) upon, across, under, over or in respect of or affecting which any powers conferred by this Order may be exercised; or

(b) upon, across, under or over which there is situated anything over or in respect of which any such powers may be exercised,

and includes, without limitation on the scope of the foregoing, the Port's railway and any private street but does not include the Court House Farm terminable access;

"BPC's representative" means the person appointed by BPC from time to time to be its representative for the purposes of this Order;

"certified documents" means any and all of the plans and documents certified by the Secretary of State for the purpose of this Order;

"construction" includes execution, placing, alteration and reconstruction and "construct" and "constructed" have corresponding meanings;

"construction access rights" means any and all powers conferred on the undertaker by this Order to exercise temporary powers of access over any land with or without vehicles, plant and equipment including, without limitation on the scope of the foregoing, any ancillary powers to remove buildings and vegetation from that land and to construct works for the purpose of providing a means of access;

"Court House Farm easement" means a Deed of Grant of Easement dated 4 September 2017 made between Network Rail and First Corporate Shipping Limited t/a The Bristol Port Company;

"Court House Farm terminable access" means the existing crossing at grade over the disused Portishead Branch Line which is described in the Court House Farm easement;

"dock public road" means each of the streets known as Marsh Lane, Royal Portbury Dock Road (including the roundabout at its junction with Portbury Way and Gordano Way), Redland Avenue, Gordano Way, Garonor Way and Portbury Way to the extent that it is maintainable highway;

"drainage works" means works—

(a) to create, alter or remove any culvert or other crossing over, under or affecting any watercourse or drainage ditch on, over or under BPC's property or which drains water to or from BPC's property; and

(b) to make any opening or connection into any watercourse belonging to or to lay down, take up or alter any pipes for that purpose;

"environmental protection works" means measures reasonably required to be carried out on or in respect of Work No. 18 to protect the scrub environment and water bodies established and managed by BPC;

"highway access land" means any and all of parcels 5/30, 5/61, 5/62, 5/65 and 5/70;

"landscaping works" means—

(a) removing, cutting back, felling, lopping, pruning or reducing in any way any hedge, hedgerow, tree, shrub or other vegetation on BPC's property; and

(b) planting new or replacement hedges, hedgerows, trees, shrubs or other vegetation on BPC's property

and includes, without limitation on the scope of the foregoing, any works on BPC's property under article 43 (felling or lopping of trees) or article 44 (hedgerows);

"maintainable highway" has the same meaning as in section 86(1) of the 1991 Act;

"Marsh Lane track" means the private street referred to in Schedule 3 and there described as Access Road to the M5 Avonmouth Bridge east of Marsh Lane, Easton-in-Gordano;

"plans" includes sections, elevations, designs and design data, drawings, calculations, specifications, programmes, method statements, assessments of risk relating to the construction, carrying out, maintenance and, where appropriate, removal of any work;

"Port" means the port and harbour of Bristol;

"Port's railway" means the railway owned by BPC leading from Portbury Junction, Pill to the Royal Portbury Dock;

"powers of temporary possession" means the powers conferred by article 33 (temporary use of land for carrying out the authorised development);

"preparatory activities" means ecological mitigation works, archaeological investigations, boreholes, intrusive surveys, environmental surveys and monitoring, other investigations for the purpose of assessing ground conditions or the receipt and erection of construction plant and equipment, utility diversions or ground clearance works but excluding any such activities carried out under article 23 (authority to survey and investigate land) or the powers conferred by section 11(3) (powers of entry) of the 1965 Act as applied by this Order in respect of any of BPC's property;

"private street" means any street on BPC's property which is not a maintainable highway;

"railway rights land" means any and all of parcels 5/95, 5/100, 5/105, 5/122, 5/137, 5/140, 5/141, 6/10, 6/15, 6/20 6/55, 6/60 and 6/80;

"relevant works" means that part of Work 1C that is on the Port's railway and Works Nos. 14, -14A, 14B, 15, 16, 16A, 16C, 18, 19 and 20;

"specified work" means—

(a) that part of Work 1C that is on the Port's railway;

(b) the whole of Work Nos. 14, 14A, 15, 16, 16A, 16C, 18, 19 and 20; and

(c) so much of all other parts of the authorised development and of any works to be carried out under the powers conferred by article 33 as is situated upon, across, under, over or within 5 metres of BPC's property, including all environmental mitigation and restoration measures;

(2) In this Part—

(a) references to the undertaker include references to any person to or in which any or all of the benefit of the provisions of this Order and any related statutory powers are transferred or are vested pursuant to any provision of this Order and any person which may by virtue of any agreement made pursuant to article 11 (agreements with Network Rail) whether alone or jointly with another exercise any or all of the powers contained in this Order;

(b) references to numbered parcels are to the parcels of land so numbered in the book of reference;

(c) references to a requirement to consult include that consultation must take place in good faith and in a timely manner with the provision of all reasonably necessary information and so that the party concerned must act reasonably in taking into account the reasonable comments made by the other party in response; and

(d) references to BPC's consent, agreement or approval are to BPC's prior consent, agreement or approval given in writing.

**51.** Nothing in this Order affects—

(a) any right of BPC to use the Court House Farm terminable access; or

(b) the provisions of the Court House Farm easement or any other agreement relating to the Court House Farm terminable access

and accordingly the following provisions of this Part of this Schedule do not apply as regards the Court House Farm terminable access.

**52.** The undertaker must give written notice to BPC if any application is proposed to be made by the undertaker for the Secretary of State's consent under article 10 (consent to transfer of benefit of order) and any such notice must be given no later than 28 days before any such application is made and must describe or give (as appropriate)—

- (a) the nature of the application to be made;
- (b) the extent of the geographical area to which the application relates; and
- (c) the name and address of the person acting for the Secretary of State to whom the application is to be made.

**53.**—(1) No agreement made under article 11 (agreements with Network Rail) may authorise or permit the exercise by Network Rail, or by the undertaker, or by Network Rail and the undertaker jointly, of any powers and rights of Network Rail and the undertaker (as the case may be) under any BPC contract or affecting any of BPC's property.

- (2) In sub-paragraph (1), "BPC contract" means all and any contracts, licences, easements and other agreements, permissions and consents to which BPC is a party or of which it has the benefit.

### **Watercourses and drainage**

**54.**—(1) No part of any impounded dock at the Port is included within the definition of "watercourse" for any purpose of this Order.

- (2) The undertaker must not without BPC's consent (such consent not to be unreasonably withheld or delayed but which may be given subject to reasonable conditions) create any new discharges for water into any watercourse belonging to or used by BPC.

(3) Without limitation on the scope of sub-paragraph (2), any consent given by BPC under this paragraph—

- (a) may be given subject to reasonable conditions as to the quantities of water permitted to be discharged and as to the duration of any use of the relevant watercourse by the undertaker; and
- (b) does not obviate the need for the undertaker to obtain any further consents required in relation to the activity concerned.

(4) In the exercise of any power under article 22 (discharge of water), the undertaker must not damage or interfere with the bed or banks of any watercourse in, on, over or under BPC's property.

### **Surveys**

**55.**—(1) The undertaker must not exercise the powers conferred by article 23 (authority to survey and investigate land) or the powers conferred by section 11(3) (powers of entry) of the 1965 Act as applied by this Order in respect of any of BPC's property—

- (a) outside the Order limits except to the extent that BPC agrees for the purpose of carrying out non-intrusive surveys, investigations and monitoring only;
- (b) other than to the extent that the exercise of such powers is necessary in connection with carrying out the authorised development; and
- (c) other than by prior agreement with BPC on each and every occasion, such agreement not to be unreasonably withheld or delayed but which may be given subject to reasonable conditions, and on at least 14 days' notice.

- (2) When requesting BPC's agreement to access under sub-paragraph (1) the undertaker must provide to BPC full details of the property to which access is requested, the activities proposed (including risk assessments and method statements and intended duration of the activities), the identity of the persons who would undertake them and any apparatus that might be left on the affected property.

(3) BPC is, without limitation on the scope of sub-paragraph (1)(c)—

- (a) entitled to refuse access as requested by the undertaker on any occasion for operational reasons, in which case BPC must act reasonably and without delay in seeking to offer alternative arrangements; and
- (b) entitled as a condition of its agreement on any occasion to require the production of evidence of the existence of adequate insurance with insurers of repute, the proceeds of which will be available to cover all liability, costs, claims, expenses and demands which may arise as a result of that access.
- (4) The undertaker must remove any equipment left on, over or under BPC's property as soon as reasonably possible after completion of the relevant surveys and investigations.
- (5) The undertaker must, at its own expense, deliver to BPC as soon as reasonably practicable after their production on a non-reliance basis copies in an electronic format of all survey and ground investigation reports carried out in respect of BPC's property under the powers conferred by article 23 or the powers conferred by section 11(3) of the 1965 Act as applied by this Order, which reports BPC may use and provide to others (on a non-reliance basis) free of cost in connection with works and operations at the Port.

### **Streets, access and public rights of way**

**56.**—(1) The undertaker must not in carrying out any works or exercising the powers conferred by this Order cause pedestrian or vehicular access to or across any of BPC's property (including access for cargo operations but excluding access over the Court House Farm terminable access) to be interfered with or obstructed, other than with the consent of BPC, not to be unreasonably withheld or delayed, or, if the carrying out of works or exercising the powers relate to a dock public road, unless the undertaker has first consulted with BPC.

- (1) Without limitation on the scope of sub-paragraph (1), the undertaker must not exercise any powers under—
  - (a) article 13(1) (street works and power to alter layout etc., of streets) in respect of or so as to affect the Marsh Lane track other than by prior agreement with BPC such agreement not to be unreasonably withheld or delayed but which may be given subject to reasonable conditions;
  - (b) article 13(1) in respect of or so as to affect any dock public road unless it has first consulted with BPC; or
  - (c) article 13(2) in respect of or so as to affect any private street on any part of BPC's property.
- (2) With the exception of the locations specified in columns (1) and (2) of Schedule 7 and shown on sheet 5 of the compounds, haul roads and access to works plan as AW5.1 (access from the highway known as Marsh Lane, Easton in Gordano, north of the disused Portishead Branch railway line) and AW5.3 (access from the highway known as Marsh Lane, Easton in Gordano, south of the disused Portishead Branch railway line) the undertaker must not pursuant to any powers in this Order carry out any works to create or improve any means of access affecting any private street or any public right of way on BPC's property or any other part of BPC's property or any dock public road.
- (3) In carrying out any access works, the undertaker must not so far as reasonably practicable interfere with or obstruct the free, uninterrupted and safe use by other traffic of any street or interfere with street furniture, signage and lighting masts.
- (4) Without limitation on the scope of sub-paragraph (1), the undertaker must not exercise any powers under article 15(1) (temporary stopping up of streets and public rights of way) in respect of:



- (a) the Marsh Lane track (except to the extent permitted by article 15(5)) or any other private street; or
- (b) Royal Portbury Dock Road without BPC's consent, such consent not to be unreasonably withheld or delayed but which may be given subject to reasonable conditions.

(5) Despite any provision in this Order, the undertaker must not, except with the agreement of BPC, exercise any power under article 15 or article 46 to use or to authorise the use of any private street or any dock public road or any public right of way on BPC's property as a temporary working site or as a parking place.

(6) The undertaker must exercise the power granted to it under paragraph (5) of article 15 to stop up public rights of way LA8/67/10 and LA/8/68/10 to the extent specified in column (3) of Part 2 of Schedule 5 (Bridleways and footpaths to be temporarily suspended for which no substitute is to be provided during suspension), throughout the period of operation or use of the Lodway Farm construction compound to be constructed as Work No. 17 and the temporary construction compound located under the M5 Avonmouth Bridge.

(7) Despite paragraphs (1) and (2) of article 19—

(a) any street constructed under this Order on BPC's property; and

(b) the altered or diverted part of any street altered or diverted under this Order on BPC's property

must be maintained by and at the expense of the relevant highway authority at all times from its completion.

(8) If the undertaker acquires, whether compulsorily or by agreement, any of BPC's property within the Order limits, or any right or interest in or over such property, which property is subject to a public right of way, from the date of the acquisition of the relevant land, right or interest or from the date of entry onto the land by the undertaker under section 11(1) of the 1965 Act (power of entry), whichever is the earlier, any liability or responsibility of BPC to the relevant highway authority for or in respect of the maintenance of that public right of way is extinguished and that public right of way shall after that date instead be maintained by and at the expense of the relevant highway authority.

(9) Without limitation on the scope of any other provision in this Part if any damage to any public right of way on BPC's property is caused in the exercise of any powers under this Order or by carrying out of, or in consequence of the construction of, any works under this Order, the undertaker must make good such damage and pay to BPC all reasonable expenses to which BPC may be put by reason of any such damage.

(10) The undertaker must not exercise any powers under article 13, article 15 or article 46 (traffic regulation) over or in respect of any part of BPC's property or any dock public road after completion of construction of the authorised development.

### **Acquisition and use of land**

**57.—**(1) The undertaker must not exercise the powers conferred by section 271 (extinguishment of rights of statutory undertakers: preliminary notices) of the 1990 Act in relation to any rights of BPC over or in respect of the railway rights land.

(2) If the undertaker acquires any interest in the railway rights land, whether compulsorily or by agreement, no rights of BPC over or in respect of the railway rights land so

acquired must be extinguished.

#### **Use of land and execution, maintenance and use of the authorised development**

**58.—(1)** Despite any provision in this Order or anything shown on the land plan, the undertaker must not except with the agreement of BPC—

(a) exercise any powers of temporary possession over or in respect of parcel 5/75 or (if and to the extent they form part of BPC's property) parcel 5/85 or parcel 5/86 unless BPC fails, within 14 days of a request by the undertaker, to make available for exercise by the undertaker in substitution for the exercise of the relevant powers temporary rights of access over other land which are sufficient (whether alone or in conjunction with the exercise by the undertaker of other powers under this Order) to enable the undertaker to gain access in connection with the construction of the authorised development, with such vehicles, plant and equipment as may be necessary, from access point AW5.3 shown on the compounds, haul roads and access to works plan to the accommodation bridge (and associated walls, embankments and structures) on land adjacent to parcel 05/86 and to the culvert, watercourse and head wall situated on land adjacent to parcel 05/85; or

(b) (other than any construction access rights which may be authorised by or pursuant to the terms of this Order over the Marsh Lane track or parcels 05/75, 05/103, 05/104, 05/107, 05/108, 05/165, 05/171 06/25, any part of 05/112 that is not part of the Marsh Lane Access Track, or over bridleways and footpaths that are open to the public), exercise any construction access rights over BPC's property or otherwise use any part of BPC's property for the purpose of gaining access to any part of the authorised development or to any other land or in connection with the construction or maintenance of the authorised development.

**59. —(1)** If required to do so by BPC (acting reasonably), the undertaker must at its cost and expense procure that surveys are carried out to a specification approved by BPC (acting reasonably) to show the condition of any land of which temporary possession is taken under article 33 (together with all associated structures) before the undertaker's use of it begins and after that use ends.

(2) The undertaker must promptly after receipt of reasonable demand by BPC and at the undertaker's cost and expense make good any and all damage and wear and tear caused to any part of BPC's property which is used by the undertaker in connection with the construction or maintenance of the authorised development where in BPC's reasonable opinion the rectification of such damage, wear or tear is necessary in the interests of safety or security.

(3) If required to do so by BPC (acting reasonably), the undertaker must permit BPC to inspect the execution of all works of rectification being carried out under this paragraph in order to ensure compliance by the undertaker with the requirements of this paragraph.

**60.—(1)** The undertaker must present to BPC not less than three months before the intended date of commencing construction the draft programme for the execution of each part of the authorised development on BPC's property.

(2) The undertaker must consult with BPC in relation to the draft programme and must present its final programme for the execution of the authorised development on BPC's property to BPC not less than four weeks before the intended date of commencing construction.

(3) The undertaker must not enter on or take temporary possession of any part of BPC's property unless it has served at least 14 days' written notice on BPC of its intended entry onto that part.

(4) In this paragraph "intended date of commencing construction" means the first date on which the undertaker wishes to commence construction of any part of the authorised development on, under or over any part of BPC's property, including carrying out any preparatory activities.

(2) In the exercise of any powers of temporary possession in respect of any part of BPC's property and in the commencement and execution of the authorised development

on BPC's property the undertaker must—

- (a) proceed diligently with the works affecting each part of BPC's property; and
  - (b) notify BPC in writing of the completion of the relevant part of the authorised development affecting each part of BPC's property within fourteen days of its completion.
- (3) In the exercise of any powers of temporary possession in respect of any part of BPC's property the undertaker must not—
- (a) except with the agreement of BPC, provide or authorise the provision of car parking or storage (for materials or other items) facilities on any part of BPC's property other than within Work No. 16A;
  - (b) demolish or remove any buildings; or
  - (c) except as BPC agrees, construct or carry out on BPC's property any works comprising fencing, any mitigation works, ground or rock stability, geotechnical or strengthening works other than works which are of a temporary nature.
- (4) In addition to and without limitation on the scope of the undertaker's other obligations under this Order (including those in article 33(4) and Schedule 2), before giving up possession of any part of BPC's property in respect of which any powers of temporary possession have been exercised the undertaker must remove any works constructed in contravention of sub-paragraph (6) or paragraph [62].

## Works

**61.** Despite any provision of this Order or anything shown on the certified documents except as BPC may agree—

- (a) no part of Work No. 14 or any ancillary works associated with Work No. 14 must be constructed or maintained on parcel 04/55; and
- (b) other than works of a temporary nature, no ancillary works associated with any relevant works or with Work No. 1A or Work No. 1B must be constructed or maintained upon, across, under or over BPC's property of which only temporary possession is taken under this Order.

**62—**(1) The undertaker must before commencing construction of any specified work supply to BPC proper and sufficient plans of that work for BPC's approval and the specified work must not be commenced or executed except in accordance with such plans as have been approved in writing by BPC.

(2) Subject to sub-paragraph (3), BPC's approval under sub-paragraph (1) must not be unreasonably withheld or delayed, but may be given subject to reasonable conditions.

(3) BPC's approval to plans must not be unreasonably withheld or delayed, but may be given subject to reasonable conditions—

- (a) in respect of all or any of Work No. 1C on BPC Property, if and in so far as the proposed works comprise and, following design development, are broadly consistent with the works shown on drawings W1097B-ARP-DRG-ECV-000305, W1097B-ARP-DRG-ECV-000330 and W1097B-ARP-DRG-ECV-000331;
- (b) in respect of Work No. 19 if and in so far as the proposed works comprise and, following design development, are broadly consistent with the Bridleway Extension Under the Elevated M5 Plan, and
- (c) in respect of Work No. 16C, if and in so far as the proposed works comprise only work necessary to renew the level crossing in modern equivalent form.

- (4) Where under sub-paragraph (2) or (3) BPC's approval to plans submitted by the undertaker under sub-paragraph (1) cannot be unreasonably withheld or delayed if by the end of the period of 28 days beginning with the date on which such plans have been supplied to BPC, BPC has not intimated disapproval of those plans and the grounds of disapproval the undertaker may serve upon BPC written notice requiring BPC to intimate approval or disapproval within a further period of 28 days beginning with the date upon which BPC receives written notice from the undertaker. If by expiry of the further period of 28 days BPC has not intimated approval or disapproval, BPC is deemed to have approved the plans as submitted.
- (5) When signifying approval of plans submitted under sub-paragraph (1), BPC may specify any protective works (whether temporary or permanent) which in BPC's opinion should be carried out before the commencement of the construction of a specified work to ensure the safety or stability of BPC's property or the continuation of safe and efficient operation of the Port (including the Port's railway) and such protective works as may be reasonably necessary for those purposes are to be constructed by BPC but at the expense of the undertaker, or if BPC so desires such protective works must be carried out by the undertaker at its own expense with all reasonable dispatch, and the undertaker must not commence the construction of the specified work until BPC has notified the undertaker that the protective works have been completed to BPC's reasonable satisfaction.
- (6) When signifying approval of plans submitted under sub-paragraph (1) in relation to Work No. 18, BPC may specify any environmental protection works which in BPC's reasonable opinion should be implemented before the commencement of, or during, the construction of Work No. 18 and such environmental protection works as may be reasonably necessary for those purposes are to be implemented by BPC but at the expense of the undertaker, or if BPC so desires such environmental protection works must be implemented by the undertaker at its own expense with all reasonable dispatch, and except to the extent BPC may agree the undertaker must not commence the construction of the specified work until BPC has notified the undertaker that any and all relevant environmental protection works have been implemented to BPC's reasonable satisfaction.
- 63.**—(1) Any specified work and any protective works (and any environmental protection works connected with Work No. 18) to be constructed or implemented by virtue of paragraph [60 (4) or 60(5)] must, when commenced, be constructed and implemented with all reasonable dispatch in accordance with the plans approved or deemed to have been approved under paragraph [60]—
- (a) under BPC's supervision (where appropriate and if given) and to BPC's reasonable satisfaction;
  - (b) in such manner as to cause as little damage as is possible to BPC's property; and
  - (c) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe and efficient operation of the Port (including use of the Port's railway or the traffic on it).
- (2) If any damage to BPC's property or any such interference or obstruction is caused by the carrying out of, or in consequence of the construction of, a specified work, the undertaker must, regardless of any approval described in paragraph [60](1), make good such damage and pay to BPC all reasonable expenses to which BPC may be put and compensation for any loss which it may sustain by reason of any such damage, interference or obstruction.
- (3) Nothing in this Part of this Schedule imposes—
- (a) any liability on the undertaker with respect to any damage, costs, expenses or loss attributable to the negligence of BPC or its servants, contractors or agents; or
  - (b) any liability on BPC with respect to any damage, costs, expenses or loss attributable to the negligence of the undertaker or its servants, contractors or agents.

**64.** The undertaker must—

- (a) at all times afford reasonable facilities to BPC's representative (or to a person nominated by BPC's representative) for access to a specified work during its construction; and
- (b) supply BPC with all such information as BPC's representative may reasonably require with regard to a specified work or the method of constructing it.

**65.** BPC must at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by BPC under this Part during their construction and must supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

**66.**—(1) If any permanent or temporary alterations or additions to BPC's property, or any protective works under paragraph [60(3)], are reasonably necessary during the construction of a specified work, or during a period of 12 months after the opening for public use of any part of the authorised development that includes a specified work, in consequence of the construction of that specified work, such alterations and additions may be carried out by BPC and if BPC gives to the undertaker reasonable notice of its intention to carry out such alterations or additions, the undertaker must pay to BPC all costs reasonably and properly incurred in constructing those alterations or additions including, in respect of any such alterations and additions as are to be permanent, a capitalised sum representing the increase of the costs which may be expected to be reasonably incurred by BPC in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If the cost of maintaining, working or renewing BPC's property is reduced in consequence of any such alterations or additions a capitalised sum representing such saving must be set off against any sum payable by the undertaker to BPC under this paragraph.

**67.** The undertaker must repay to BPC all fees, costs, charges and expenses reasonably and properly incurred by BPC—

- (a) in constructing any protective works under the provisions of paragraph [60(3)] including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;
- (b) in respect of BPC's representative's approval of plans submitted by the undertaker and the supervision by BPC of the construction of a specified work and otherwise in connection with the implementation of the provisions of this Part;
- (c) in respect of the employment or procurement of the services of any persons whom it is reasonably necessary to appoint for inspecting, watching and lighting BPC's property (including the Port's railway) and for preventing, so far as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of a specified work; and
- (d) in respect of any additional temporary lighting of BPC's property in the vicinity of the specified works, being lighting made reasonably necessary by reason or consequence of the construction or failure of a specified work.

**68.** If at any time after the completion of a specified work BPC gives notice to the undertaker informing it that the state of maintenance of any part of the specified work appears to be such as adversely affects the operation or use of any of BPC's property (including the Port's railway) in connection with carrying on BPC's statutory undertaking, the undertaker must, on receipt of such notice, take such steps as may be reasonably necessary to put that specified work in such state of maintenance as not to adversely affect the operation or use of such property in that connection.

**69.** Any additional expenses which BPC may reasonably incur in altering, reconstructing, working, or maintaining under any powers existing at the making of this Order any of BPC's property in connection with carrying on BPC's statutory undertaking by reason of the existence of a specified work, provided that 56 days' previous notice of the commencement of such alteration, reconstruction, working or maintenance has been given to the undertaker, are to be repaid by the undertaker to BPC.

**70.**—(1) The undertaker must pay to BPC all costs, charges, damages and expenses not otherwise provided for in this Part (but subject to article 41 (no double

recovery)) which may be occasioned to or reasonably and properly incurred by BPC —

(a) by reason of the construction, working, maintenance of a specified work or the failure of such a work; or

(b) by reason of any act or omission of the undertaker or of any person in its employ or of its contractors or others whilst engaged upon a specified work;

and the undertaker must indemnify BPC from and against all costs, claims and demands arising out of or in connection with a specified work or any such failure, act or omission; and the fact that any act or thing may have been done BPC on behalf of the undertaker or in accordance with plans approved by BPC or in accordance with any requirement of BPC's representative or under BPC's representative's supervision will not (if it was done without negligence on the part of BPC or of any person in its employ or of its contractors or agents) excuse the undertaker from any liability under the provisions of this sub-paragraph.

(2) BPC must give the undertaker reasonable notice of any such claim or demand made by a third party as soon as reasonably practicable after BPC becomes aware of it and must make no settlement or compromise of such a claim or demand in excess of £10,000 without the prior consent of the undertaker (such consent not to be unreasonably withheld or delayed).

**71.** BPC must, on receipt of a request from the undertaker, from time to time provide free of charge with written estimates of the costs, charges, expenses and other liabilities for which the undertaker is or will become liable under this Part and with such information as may reasonably enable the undertaker to assess the reasonableness of any such estimate or claim made or to be made under this Part.

**72.** In the assessment of any sums payable to BPC under this Part there must not be taken into account any increase in the sums claimed that is attributable to any action taken by or any agreement entered into by BPC if that action or agreement was not reasonably necessary and was taken or entered into with a view to obtaining the payment of those sums by the undertaker under this Part or increasing the sums so payable.

### **BPC's apparatus**

**73.—**(1) Despite any provision of this Order or anything shown on the land plan—

(a) the undertaker must not acquire any of BPC's apparatus other than by agreement;

(b) any right of BPC to maintain any of BPC's apparatus in land must not be extinguished other than with BPC's agreement; and

(c) the undertaker must not alter, divert, remove, replace, reposition, relocate or repair any of BPC's apparatus other than with BPC's consent (not to be unreasonably withheld or delayed in respect of any specified work).

(2) In this paragraph "BPC's apparatus" means all and any gas, oil and water pipes, water tanks, cisterns, drains and drainage works, sewers, pumps, electric and communication wires, cables and plant, ducts, conduits, governors, transformers, meters and any other service media, surface water interceptors (and whether in all cases for drainage, gas, oil, water, electricity, telephone, television, data and information transmission or any other service) on BPC's property.

### **The Port's railway**

**74.** For the purpose of this Order—

(a) no part of the Port's railway is, or will become by virtue of this Order or the execution of the authorised development, existing operational railway or operational railway; and

- (b) no part of BPC's property or of any other land over which the Port's railway is located (whether or not that land is owned by BPC) is, or will become by virtue of this Order or the execution of the authorised development, operational railway land or currently operational railway land or form part of the railway authorised by this Order to which article 39 (operation and use of railways) applies.

### **Trees and other vegetation**

**75.**—(1) Despite any provision in this Order and anything shown on the certified documents, in the exercise of any powers under this Order and in the construction, maintenance and operation of the authorised development the undertaker must not—

- (a) plant new or replacement trees, hedges, hedgerows, shrubs or other vegetation on BPC's property otherwise than with BPC's consent, such consent not to be unreasonably withheld or delayed; or
- (b) remove, cut back, fell or lop, prune or reduce in any way any other hedge, tree, shrub or other vegetation on BPC's property otherwise than with BPC's consent, such consent not to be unreasonably withheld or delayed.

### **General**

**76.** The undertaker must in the exercise of any powers under this Order and in the construction, maintenance and operation of the authorised development secure compliance with and implementation of all and any applicable conditions attached to any relevant consent, agreement or approval given by BPC for the purpose of this Part.

**77.** Article 49 (procedure in relation to further approvals, etc) will not apply in relation to any consent, agreement or approval from BPC required under this Order.

**Appendix 4: Applicant's response to 001337-D6-001 - Bristol Port Company -ISH 5 Action point 26: Note on behalf of First Corporate Shipping Limited trading as The Bristol Port Company (BPC) on the need for a surveys and repairs of the Marsh Lane track.**



**Applicant's response to 001337-D6-001 - Bristol Port Company -ISH 5 Action point 26: Note on behalf of First Corporate Shipping Limited trading as The Bristol Port Company (BPC) on the need for a surveys and repairs of the Marsh Lane track.**

Paragraph	BPC Representation	Applicant's response
1.	This note is provided in response to action point 26 arising from Issue Specific Hearing 5 on 4 March 2021. BPC is requested to provide comments on whether a requirement is necessary for a pre-condition survey and repair of the unsealed section of the perimeter track on BPC land leading from Marsh Lane during works/on completion.	noted
2.	This note also contains BPC's comments on, and clarifications to, certain statements made on behalf of the Applicant relating to the track and its use at Issue Specific Hearing 5.	noted
3.	BPC refers to its previous representations made in relation to the Applicant's proposed use of the track (particularly in REP2-064, REP3-046, REP4-058, REP4-059, REP5-049). The comments in this note are in addition to those representations.	noted
<b>Road construction</b>		
4.	BPC's concerns as to the current condition of the Marsh Lane track in the context of the Applicant's proposed use of it relate not only to its surfacing but also, separately, to its sub-structure.	<p>The Applicant has received an estimate a survey for trial holes and laboratory testing of samples of the sub-base of the perimeter access track. The estimate allows for eight trial holes to be dug each approx. 0.6 meters by 0.6 meters to a depth of 1.2 meters. Sampling is to be undertake at a depth of 0.5 meter and 1.0 meter. The eight trial holes will be spaced equally apart (just under 200 meters) from Marsh Lane up to the end of the track at the M5 viaduct.</p> <p>Detailed arrangements are being discussed with BPC</p>

Paragraph	BPC Representation	Applicant's response
		The Applicant has now also received from the ExA a proposed draft requirement relating to the Marsh Lane access track which it has included in the deadline 7 dDCO subject to amendment.
5.	Standard highway design for road pavements involves an assessment of the ground conditions and the Average Annual Daily Flows (AADF) of commercial vehicles. A road essentially comprises two parts – a foundation layer, the bottom or lower part, and a structural layer, the upper part, including the surface that vehicles drive on. The road's foundation is usually a graded stone known as sub-base. This is a load-bearing layer of aggregate laid on the sub-grade layer below and is the main load-carrying layer of roads and pavements. Since the sub base distributes weight over a wide area, it provides a very stable layer which reduces sinking and settling of the highway surface. Sub-bases usually comprise graded stones from large to dust, the particles form an interlocking mesh with few air spaces in between, providing a very robust structure. Sub-base is often constructed with Type 1 SHW Clause 803 (Specification for Highway Works), often just known as MOT Type 1. The structural layer of the road provides further load distribution with the upper layer being in direct contact with the traffic load and providing a sealed (waterproof) smooth surface to improve traction and reduce skidding as well as being tough enough to prevent distortion from traffic.	The Applicant has no comments to make on this paragraph
6.	In respect of the foundation layer, underlying ground conditions determine what will be required for the road in the relevant area. Weak ground will require both a substantial depth of sub-base (unbound aggregate) and, possibly, a "capping layer" that might need reinforcement with proprietary material.	The Applicant has no comments to make on this paragraph
7.	The structural layer is that part of the pavement above the sub-base, which provides the principal load spreading function of the pavement. It must be of adequate strength (stiffness) to perform this function and be, of itself, deformation and crack resistant.	The Applicant has no comments to make on this paragraph
8.	The depth of the layers comprising roadbase, basecourse and then wearing course (the top, exposed layer or surfacing) and the total	The Applicant has no comments to make on this paragraph

Paragraph	BPC Representation	Applicant's response
	depth of these is determined by the AADF. The greater the amount of traffic anticipated, the greater the depth of construction required.	
<b>Sub-structure of the Marsh Lane track</b>		
9.	BPC has no record of the method of construction of the Marsh Lane track beneath its surface. It is not known what, if any, foundation layer or structural layer may exist. If there are such layers, neither the depth of construction nor the type of materials used is known.	noted
10.	It is therefore impossible to know whether the track could, structurally, support even the levels of HGV traffic currently estimated by the Applicant. Currently, vehicular use of the track is sporadic, the vast majority of traffic over it being light vehicles. BPC is not aware that there has ever been regular use of the track by HGVs and BPC has no recollection of any suggestion that the current track is suitable for regular use by HGVs. Any occasional HGV use of the track that has occurred cannot be used as an indicator of how the track would respond to more frequent, construction traffic.	The Applicant believes that the combination of Articles 33, the proposed protective provisions for the benefit of BPC, the proposed requirement regarding the use of the Marsh Lane Access track and the Compensation Code provide sufficient protections for BPC. The Applicant will work with BPC to seek to limit damage to the Marsh Lane Access Track
11.	Historic records and contemporary site investigation show that the ground beneath the dock estate generally has a poor capacity to accommodate loads. Buildings in the Port, electricity pylons and the M5 overbridge are all on piled foundations that transfer the weight of the above ground structures, via long concrete columns, to the underlying bedrock that lies 10 to 30 metres below the ground level. Evidence from the Port's Archive's that include the construction drawings for Royal Portbury Dock show that clay material from the excavation of the dock basin was tipped as far as the boundary adjacent to the M5 and beneath the area now occupied by the Marsh Lane track.	noted
12.	In the absence of any evidence presented by the Applicant, BPC's concern is that the underlying ground conditions, unknown form of track construction (depth and type of construction layers) and anticipated use by construction vehicles will lead to the rapid deterioration of the existing track. That deterioration will lead to disruption to the Port and others who need access to the track and is likely to result in dust and mud that are also significant worries for the	See response to 10 above.

Paragraph	BPC Representation	Applicant's response
	Port and others. Deterioration of the track will clearly also cause significant inconvenience and disruption in terms of the delivery of the DCO scheme itself.	
<b>Surfacing of the Marsh Lane track</b>		
13.	To the extent that parts of the track today have some kind of surfacing beyond the compacted stone initially used for the creation of the bridleway, this additional surfacing will only been created on an ad hoc basis utilising, when available, spare material from the development of the adjacent vehicle transit storage sites. It will not have been designed or intended to enable the track to accommodate greater traffic flows or heavier vehicles and cannot be seen as equivalent to the wearing course normally required for a road which will be subject to HGV use.	See response to 10 above.
14.	Without an adequate wearing course over the whole of the track, not only will the road deteriorate as greater use is made of it, but as previously explained, dust will be generated by the use of the track which will damage the imported vehicles in the adjacent transit storage compound.	See response to 10 above.  The Applicant believes only 80 metres of the track is unsealed and the Applicant has confirmed to BPC that the Applicant is content to surface this section before HGV use commences. The proposed Marsh Lane Track Strategy required under new requirement 35(2) will contain details of this.
<b>Proposed use and works required</b>		
15.	The Marsh Lane track is proposed to be used for construction access to the large Lodway Farm compound, to the compound under the M5 overbridge and for the construction of the railway alongside (including the works to the cattle creep underbridge and the Easton-in-Gordano culvert). Vehicles using the track will include HGVs carrying ballast and other construction materials, but are likely also to include vehicles carrying other construction materials, vehicles carrying RRVs together with the personal vehicles of contractors and light goods vehicles.	See response to 10 above.



Paragraph	BPC Representation	Applicant's response
16.	So far as the quantity of personal vehicles is concerned, the Applicant suggests in the Construction Traffic Management Plan (DCO document 8.13, APP-210) that mini-buses may be used to reduce individual car journeys to and from certain construction compounds, but currently BPC is unaware of any measures in the DCO which would secure and/or police compliance by workers with such a scheme or provide for the necessary associated arrangements for parking and security at the construction sites. BPC is therefore doubtful to what extent any scheme of this sort would be successful in controlling traffic flows on the perimeter track.	The Applicant will look to work up the detail of construction worker access along Marsh Lane with the relevant planning authority as part of the stage specific CTMP.
17.	It is in any case clear that the Applicant considers the track would play a key role in the delivery of the DCO project. However, as matters stand, neither the Applicant nor BPC can be confident that its current condition is such as to enable it to fulfil that role.	See response to 10 above
18.	BPC considers that the use of the track proposed by the Applicant would only be viable or acceptable if, as a part of the Applicant's scheme, works were first carried out to provide the track with an adequate load bearing capacity and an appropriate sealed wearing course. This would serve to protect BPC's assets and its customers' cargo from dust and debris; enable the continuous use of the route for all other users including BPC; and provide the appropriate assurances to the Applicant's contractors that they have a robust route to their works that should not require continual repair with the consequent cost and disruption to the construction programme and other users.	The Applicant believes that the ExA's proposed requirement, as amended by the Applicant, provides sufficient control and protection.
19.	To inform the extent of the work required, a survey of the track would first need to be carried out at the Applicant's expense. For the reasons explained in 9 to 14 above it would not be adequate for this survey to be limited to the currently 'unsealed' portion of the track. A comprehensive assessment of the whole of the track is required, including the extent, if any, of its sub-structure. Appropriate works to the track would need to be designed and then approved by BPC. The works would need to take account of the amount and types of the Applicant's traffic which would be permitted to use the track and the need for the track to remain available at all times for use by BPC and others: it would not be acceptable for only limited initial works to be carried out so that throughout the construction period repairs were	See response 18 above.  The applicant's proposed survey will provide that trial holes will be undertaken along the whole length of the track

Paragraph	BPC Representation	Applicant's response
	constantly required hindering or preventing others' access over the track. All damage, wear and tear caused by the Applicant's use of the track would have to be made good as soon as it occurs. At the end of the construction period, a further condition survey would need to be carried out and the track handed back in good condition, both as to its sub-structure and surfacing.	
<b>Protective Provisions</b>		
20.	Any provisions relating to the track must be secured in the DCO by way of protective provision, not by way of requirement.	The Applicant does not agree and has included in the draft DCO submitted for deadline 7 the ExA's proposed requirement, subject to amendment to reflect the ownership position. The Applicant will continue to discuss a suitable agreement with BPC.
21.	Public rights of way over the track are limited to its use as a bridleway (LA8/67/10), which public rights are to be suspended during the DCO construction works by the temporary stopping up of the bridleway. So far as vehicular access is concerned, the Marsh Lane track is BPC's private road and it is the exercise of these private rights of vehicular access and use by BPC as statutory undertaker and operator of the Port (and by others authorised by it) which will be adversely affected by the Applicant's proposed use of the track. Similarly, it is BPC's interests as statutory undertaker and operator of the Port which will be adversely affected by the dust, security and other issues which would be caused by the use of the track. It is therefore appropriate that any measures relating to the track, including any specific mitigation measures necessary to reduce and control adverse impacts of the Applicant's use, are contained in protective provisions for BPC's benefit and not in requirements under the control of the local planning authority.	See the Applicant's response to para 20 above
22.	BPC's position therefore remains that in order to ensure use of the track can properly be controlled and the necessary works carried out protective provisions are required as set out in paragraph 6.3.1 of BPC's written representation (REP2-064).	See the Applicant's response to para 20 above
23.	During Issue Specific Hearing 5 on 4 March 2021 a representative of the Applicant stated that:	-

Paragraph	BPC Representation	Applicant's response
23.1	BPC had previously told the Applicant the track is HGV load-bearing;	The Applicant's representative's recollection remains as stated at ISH5.
23.2	the section of the track that is unsealed measures about 60 to 70 metres and that the overall length of the track up to the M5 is in excess of a kilometre;	-
23.3	there is a further section of the track that goes underneath the M5 viaduct, such that in totality the track is probably approaching two kilometres in length; and	-
23.4	there had been discussions with BPC about the commercial terms on which the rail facilities at Royal Portbury Dock might be used for bringing in construction materials for the project but that the sums being requested by BPC are "very, very substantial".	-
24.	By way of clarification, BPC can confirm that:	
24.1	BPC has no recollection of having confirmed to the Applicant that the track is suitable for general HGV traffic and for the reasons given at 9 to 14 above BPC would not be in a position to give such an assurance;	It is the Applicant's recollection that comments was made that the access track is used by HGV's but may need some improvements works to be suitable for use by the project.  .
24.2	the length of the track from its junction with Marsh Lane up to the point where it first meets the western edge of the M5 overbridge is recorded in the dedication agreement relating to bridleway LA8/67/10 as being 813 metres;	The Applicant agreed that length of the access track is approximately 813 metres from Marsh Lane to the M5 Viaduct
24.3	there is no continuation of the track on BPC's land under the M5 viaduct. From where the track meets the western edge of the M5 overbridge it then runs in a generally north eastern direction broadly parallel to the M5 to the level crossing on the Port's railway, a distance of about another 300 metres; and	This is agreed

Paragraph	BPC Representation	Applicant's response
24.4	<p>there have not been any discussions between the Applicant and BPC concerning the commercial terms on which it might be possible for the Port and its railway to be used to bring in construction materials. BPC has not given, and has not been asked by the Applicant to provide, any quotations as to the prices that might apply were those services to be required and provided.</p>	<p>BPC was approached by the Applicant before the application for development consent to ask if a compound within the Coal Yard area of royal Portbury Dock could be available to the Applicant for rail connected construction compound. At that time BPC did not think an option agreement would be possible because PBC would have to take into account the possible loss of revenues arising from turning away other parties. The conversation concluded that it would be better for the project to wait until closer to the time of construction and then enquire with BPC about whether the Coal Yard is available.</p> <p>A further initial discussion took place in 2021 but the parties are apart on commercial terms.</p>
25.	<p>During Issue Specific Hearing 5 the Applicant also stated its opinion that it was not possible for the DCO to provide that resurfacing or other physical works must be carried out to the perimeter track because the Applicant was not seeking to acquire the freehold interest in it. BPC's position in relation to the protective provision needed in relation to the track remains as set out at 22 above but, based on the current drafting of the DCO, BPC disagrees with the Applicant's opinion in that respect. Article 33(1)(d) and (e) and article 33(4)(b) and (d) together authorise a wide range of permanent mitigation and other works to be carried out on land which is the subject only of temporary possession powers, including the further associated development listed in Schedule 1, such as works to improve or reconstruct streets.</p>	<p>The Applicant is not intending to take possession of the Marsh Lane Access track as it does not wish to prevent other parties from using the track. The Applicant's position therefore remains that any works to the track for the purposes of resurfacing must be with the agreement of BPC and the other parties authorised to use it by BPC.</p>



**Appendix 5: Applicant's response to 001339-D6-001 - Note on behalf of First Corporate Shipping Limited  
trading as the Bristol Port Company (BPC) on BPC's oral case made at Compulsory Acquisition Hearing 2 on 3 March 2021.**



**001339-D6-001 - Note on behalf of First Corporate Shipping Limited trading as the Bristol Port Company (BPC) on BPC's oral case made at Compulsory Acquisition Hearing 2 on 3 March 2021.**

**Applicant's response**

Paragraph	BPC Representation	Applicant's response
1.	This summarises the oral case made on behalf of The Bristol Port Company at Compulsory Acquisition Hearing 2 on 3 March 2021. This summary is in addition to other written evidence previously submitted to the Examining Authority.	-
<b>Protective Provisions</b>		
2.	The Applicant's draft DCO included protective provisions for BPC, which focussed on controls over works rather than any other aspects of the DCO scheme. BPC undertook a detailed analysis of the entirety of the DCO proposals and powers and identified their potential impacts on the Port's undertaking and operations. This analysis demonstrated that the Applicant's suggested protective provisions were too narrow in their scope. BPC has provided the Applicant with the set of protective provisions which BPC requires as a result of its analysis, which provisions are outlined in BPC's written representation (REP2-064).	The Applicant has prepared revised protective provisions based on BPC's draft. The draft is attached and also included in the deadline 7 dDCO. Commentary is provided in the main body of this document. The protective provisions have been discussed with BPC and where agreement has been possible the draft protective provisions reflect that agreement.
3.	BPC's approach in preparing its required protective provisions was to build upon the protective provisions proposed by the Applicant and, in relation to other aspects of the powers sought in the draft DCO, to adopt provisions equivalent to those agreed with National Grid Electricity Transmission plc in relation to the Hinkley Point C Connection Project, which was similarly seeking extensive powers of compulsory acquisition and temporary possession over BPC's land. The agreed protective provisions are found in the National Grid (Hinkley Point C Connection Project) Order 2016 (SI 2016 No. 49) as amended by the National Grid (Hinkley Point C Connection Project) (Correction) Order 2017 (SI 2017 No. 786) and include a prohibition on the exercise of compulsory acquisition powers, including as to rights, and provisions to temper the exercise of the powers of	Noted save the Applicant does not accept there should be a parallel with  <i>"National Grid Electricity Transmission plc in relation to the Hinkley Point C Connection Project, which was similarly seeking extensive powers of compulsory acquisition"</i>

	<p>temporary possession, including matters such as the need for programming of works.</p>	<p>NGET's project seeks to install new 400KV transmission cables through the heart of BPC's Royal Portbury Dock estate. The Applicant seeks very small areas of freehold land and:</p> <p>(a) has not agreed to not take plot 04/53 and 04/85,</p> <p>(b) has not agreed to work with the Port to ensure access is available over part of 05/50 with the Applicant requiring only the embankment of Marsh Lane to become part of the highway (see Appendix 6).</p> <p>This means that the only areas of freehold acquisition are for</p> <p>(a) Work No 16 – a new cycle path over existing scrub land, and</p> <p>(b) Work No 18 on the east side of the M5, through the Port's ecological area.</p> <p>The Applicant has told BPC that is willing to deal with Work no 16 by way of licence and Work No 18 by way of deed of dedication.</p> <p>Any other freehold acquisition plots where BPC is scheduled as an owner are part of the highway.</p> <p>In terms of freehold acquisition therefore there is no comparison between the Applicant's proposals and the HPCC Order – and no serious detriment arises. In any event, it is assumed that NGET would not have agreed to protective provisions precluding them from exercising powers of compulsory acquisition in the absence of concluded agreements with the Port giving them the interests in land</p>
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		<p>necessary for them to implement their project of national significance. The Applicant is seeking to enter into such agreements with the Port but until these are concluded it is necessary for the Applicant to retain powers of compulsory acquisition in order to ensure that the MetroWest scheme can be constructed.</p> <p>The new rights over Plots 05/104, 05/165 and 05/171 together with 06/25 and 06/55 sought relate to making sure the Port's railway can be slightly re-aligned and signalled so as to connect with the national rail network and can be seen to be at worst neutral and possibly even to the benefit of the Port rather than causing serious detriment.</p> <p>The remainder of the new rights sought will not cause serious detriment to BPC as they will be rights of access for the benefit of Network Rail's railway and will provide for the better maintenance of the national rail network. This is also be of benefit to reduce perturbation to the network for FOCs and indirectly BPC.</p> <p>Any remaining rights relate to maintenance of culverts and other structures. In relation to plot 05/75 the Applicant is willing to be flexible in the routing of the right to be provided to Network Rail, but has taken the approach of indicating a route that is as close to the boundary as is possible for the intended vehicular use, save where the Applicant has sought to avoid removing existing trees at the entrance to Marsh Lane.</p> <p>The Applicant has also written to the Port to confirm that no existing access from the Port's land to Marsh Lane will be impacted. See Appendix 6.</p>
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4.	BPC's key issues in formulating its required protective provisions are its need for control and knowledge as to what will be happening on its dock estate and how these activities will affect its undertaking, and hence its having the ability to plan accordingly so as to protect its operations and the interests of its customers.	As explained in the response to 3. above, The level of control sought by BPC is excessive and does not reflect the very limited impacts of the Applicant's project on the Royal Portbury Dock.
<b>Plots 05/101, 102, 130, 131, 135, 136</b>		
5.	BPC needs control over the location of the bridleway proposed as Work No. 18 within the area of compulsory acquisition shown on the land plans. BPC would not accept a proposal that the bridleway could be located anywhere within that area since the chosen line of the bridleway could then render worthless other parts of the area. It is reasonable to require the Applicant to identify a narrow corridor and build only on that route. If an acceptable corridor could be identified, BPC's agreement to allow construction within it might be possible. The current route of Work No. 18 shown on the works plans is acceptable, provided no ancillary work such as planting or embankment extends beyond the current extent of work for Work No. 18.	The Applicant does not understand why landscaping is not acceptable to BPC in this location and believes that the proposals it has identified would be appropriate for providing a suitable facility or the benefit of the public. The Applicant believes the provision of landscaping on the margins on the Work would be appropriate and desirable. The levels of the land are unclear and some form of embanking is anticipated.
6.	BPC is willing to enter into a dedication agreement in relation to the bridleway being created as Work No. 18. BPC could not in any circumstances accept the exercise of compulsory acquisition powers over plots 05/101, 102, 130, 131, 135 and 136 which it holds as a statutory undertaker where there is an alternative in the form of a dedication agreement. The effect of the exercise of compulsory acquisition powers in those circumstances would be to create, in the middle of that land, a strip of land the undertaker did not own, which would be a serious detriment, in any sense of that word.	<p>If BPC enters in to a dedication agreement allowing for an appropriate route, including some landscaping and any necessary groundworks then the Applicant will not seek the freehold ownership of the relevant plots. Until the dedication agreement is in place or committed to by agreement the Applicant will continue to pursue powers of freehold acquisition for the relevant plots.</p> <p>The Applicant does not accept that a public bridleway across this part of BPC's land would create serious detriment. There would be no severance issue as the Port would be able to access the land on either side by, or across, the bridleway and the Applicant would be content to issue authority to BPC to this effect if required by BPC. Is</p>

Plot 05/75		
7.	<p>The form of the rights over plot 05/75 sought by the draft DCO, as set out in Schedule 10 to the draft DCO, are currently very undefined and would, if exercised to their fullest and without restriction, have a detrimental effect on the adjacent land, which is to be developed as a compound for the transit storage of cargo and will be held as part of BPC's statutory undertaking. Since the access would be immediately adjacent to this compound, the same concerns about the use of this access arise as have been expressed by BPC in relation to the use of the Marsh Lane perimeter track. Better definition to the right in Schedule 10 is needed to avoid those detrimental effects on the operation of BPC's undertaking in the immediately adjacent premises.</p>	<p>The Applicant amended the proposed rights at Deadline 6 (See response to 8. below).</p> <p>The applicant is not aware that planning permission has been issued for the relevant land but does not dispute that the land is held for the Port's statutory purposes and development would be likely to be considered favourably by the Local Planning Authority. The maintenance of the nearby Easton In Gordano Stream and Cattle Creep Bridge are both likely to be a material consideration in any consideration of a planning application given the function of the structures in drainage terms.</p> <p>The Applicant is willing to be flexible in the routing of the right to be provided to Network Rail, but has taken the approach of indicating a route that is as close to the boundary as is possible for the intended vehicular use, save where the Applicant has sought to avoid removing existing trees at the entrance to Marsh Lane.</p>
8.	<p>The Applicant has indicated that the actual need for the rights now relates only to access for maintenance visits to the cattle creep bridge and to the Easton-in-Gordano stream. This is a change from the position when the draft DCO was first prepared, when it was proposed that 05/75 would also be used in connection with the construction of Works Nos. 16B and 16D, which works are no longer to proceed. The form of the rights over 05/75 sought in Schedule 10 to the draft DCO has not been revisited to reflect this change.</p>	<p>The Applicant amended the proposed rights at Deadline 6.</p> <p>The rights sought now read:</p>



		<p><i>To access, pass and repass and remain upon the land with or without vehicles, plant and machinery and for all purposes in connection with inspecting, reconstructing, maintaining, repairing, cleansing, clearing, refurbishing, replacing and removing,</i></p> <p><i>(a) an accommodation bridge and associated walls, embankments and structures; and</i></p> <p><i>(b) a culvert, watercourse and head wall</i></p>
9.	<p>The nature and purpose of the access actually required should also inform the extent of the land over which the right may be claimed. The current extent seems disproportionately large. given the more limited purpose for the access that has emerged, particularly the large area at the entrance to the access from Marsh Lane, and will reduce the developable area of the site. The extent of the land required should also be revisited in the light of the change in the required purpose of the access, particularly its no longer being required as a construction haul road, and in the light of the vehicles that would actually need to use it.</p>	<p>The area at Marsh lane was designed to avoid the need to remove a row of trees on the boundary of the Port's land.</p>  <p>The Applicant has tracked a 7.5t Panel Van around the access point (in 05/75) and turning area (05/85) to set the parameters for the new right. The</p>



		tracking provides for a margin within plot 05/75 to avoid conflict with roots and overhangs from the existing trees. The Applicant believes the route is of an appropriate width and dimension therefore.
10.	Clarity is also needed as to the purpose of the larger area of land over which rights are now sought at the eastern end of plot 05/85.	The areas in question is provided for as a turning area for vehicles to enable the vehicles to access Marsh Lane "cab first".
<b>Potential extinguishment of BPC's rights over plots 05/30, 61, 62, 65 and 70</b>		
11.	Plots 05/61, 05/62, 05/65 and 05/70 all form the immediate access between and around the field access to BPC's parcel 05/75 and the carriageway of Marsh Lane. The reason given by the Applicant in the Statement of Reasons for the acquisition of most of them is to enable access to 05/75. There is conflicting information as to whether the plots are existing highway, but some of the information available shows that they are. If they are highway, the reason given by the Applicant for needing to acquire them cannot and does not apply. If they are not highway, on the terms of the draft DCO their compulsory acquisition would extinguish BPC's private rights of access over them, which would not be acceptable to BPC.	<p>The Plots in question either are highway or function as such, providing a visibility splay for the access to Marsh Lane from Plot 05/75. The Applicant will, if it acquires the relevant plots, throw the plots in to highway. The Applicant requires control of the plots to ensure the access from plot 05/75 to the highway is kept clear and visibility is preserved.</p> <p>The Applicant has written to BPC to confirm that if the Applicant acquires the relevant plots, then BPC will retain such rights as it has to access the highway of Marsh Lane over these plots – see Appendix 6.</p>
12.	The reason given in the Statement of Reasons for the acquisition of plots 05/30 and 05/65 is, in summary, the assembly of existing highway plots. Plot 05/30 is a large plot, which at its northern tip lies immediately adjacent to the entrance from Marsh Lane to the Port perimeter track (05/112). BPC's concern about the acquisition of this plot relates only to that part adjacent to the entrance. If the relevant areas of 05/30 and 05/65 are already highway no further acquisition of rights is needed by the Applicant. If they are not then, as above,	The Applicant has written to BPC to confirm that if the Applicant acquires the relevant plots, then BPC will retain such rights as it has to access the highway of Marsh Lane over these plots – see Appendix 6.

	BPC must not lose the access rights that it currently enjoys over them.	
<b>Plot 05/50</b>		
13.	BPC needs to retain ownership of at least part of plot 05/50 to provide access to an existing electronic communications code operator in connection with the maintenance of its mast sited on adjacent land. The access is needed in relation to a code agreement currently being negotiated; accordingly the issue is not covered by any protective provisions that may be in the draft DCO in relation to the interests of code operators.	The Applicant has written to BPC to confirm that if the Applicant acquires the relevant plot, then BPC will be retain such rights as it has to access the highway of Marsh Lane over these plots – see Appendix 6.
14.	The operator previously obtained access to its mast via the existing entrance to Court House Farm from Marsh Lane and then across what was previously a field up, to the mast. Now the Court House Farm land has been developed as a transit cargo storage compound, a different access must be used. The storage compound was built leaving an undeveloped strip on the eastern side, enabling this to be used as the access route for the operator, still utilising the existing entrance to Court House Farm from Marsh Lane.	The Applicant has written to BPC to confirm that if the Applicant acquires the relevant plot, then the Communications Code operator can either retain such rights as it has to access the highway of Marsh Lane over these plots or (if a right of access is granted to the local highway authority) the non-embanked area of plot 05/50 can be retained by BPC – see Appendix 6.
15.	BPC therefore requires to retain ownership of the strip, which forms part of plot 05/50. The unshaded area within plot 05/50 shown on the plan contained in BPC's responses to the Examining Authority's second written questions (REP5-048) indicates the area BPC needs to retain. This represents the area of plot 05/50 which is at ground level; the blue colouring indicates the area of the plot which comprises an embankment.	See response to 14 above.
16.	An alternative to the acquisition by the Applicant of the embankment area (shown coloured blue on the plan in REP5-048) would be for that land to be dedicated as highway, to the extent it is not already highway. BPC would agree to the inclusion in the relevant documentation of necessary rights of access for the local highway authority over the area shown unshaded on the plan in REP5-048 in connection with the maintenance of the embankment.	See response to 14 above.

**Appendix 6: Applicant's response to 001340-D6-001 Note on behalf of First Corporate Shipping Limited  
trading as the Bristol Port Company (BPC) on BPC's oral case made at Issue Specific Hearing 5 on 4 March 2021**

001340-D6-001 Note on behalf of First Corporate Shipping Limited trading as the Bristol Port Company (BPC) on BPC's oral case made at Issue Specific Hearing 5 on 4 March 2021

Applicant's response

Paragraph	BPC Representation	Applicant's response
1.	This summarises the oral case made on behalf of The Bristol Port Company at Issue Specific Hearing 5 on 4 March 2021. This summary is in addition to other written evidence previously submitted to the Examining Authority.	-
<b>Interaction of freight trains to and from Royal Portbury Dock and the proposed passenger services</b>		
2.	Through its proposed protective provision in relation to this issue (at REP4-060), BPC seeks only to preserve the opportunity it currently enjoys for the 40 train movements per day (20 trains in each direction) permitted under its existing planning permission. Any change to that limit under the planning permission would be a matter for the local planning authority. It would be beneficial in terms of reducing the amount of freight transported by road for rail freight movements to and from the Port to be capable of increase, so BPC cannot rule out in the future an increase in the permitted level of use of the rail link under the planning permission becoming necessary, but as matters stand BPC believes that the existing permitted level should be sufficient for its current needs.	The Applicant has no additional response to make. The Applicant's response as regards the inclusion of the proposed restriction in protective provisions is set out below.
3.	BPC's protective provision does not seek an allocation of train paths nor seek to interfere with the operation of the Network Code. The allocation of specific paths will be a matter for the freight operating companies (FOCs) and, in due course, the operator of the proposed passenger service. When North Somerset Council (NSC) imposed conditions on BPC's planning permission in respect of the rail link in relation to the number of train movements and times of operation, it was seeking to preserve the opportunity for the future use of the Portishead branch line infrastructure for passenger services; now BPC in just the same way seeks to preserve the	The Applicant refers to its previous response on the inclusion of protective provisions that seek to enshrine the number of train movements in the dDCO as set out in its Response to Written Representations (see ref: BPCD3-002 and document ref: REP3-036), which is copied below for ease:  "The Applicant believes the provisions of the Railways Act

Paragraph	BPC Representation	Applicant's response
	<p>opportunity that exists today for its customers to move their freight by train over the same branch line.</p>	<p>1993 and Network Rail's licences' to operate the national rail network adequately determines how blockades and possessions will be secured and carried out. This is not a subject that the dDCO should cover."</p> <p>The Applicant also re-iterates its view that the protective provisions proposed by BPC are over extensive and disproportionate and should not be included in the dDCO by the Secretary of State.</p> <p>By seeking to control</p> <p>" changes to the infrastructure of the railway development or to the operation of the passenger service"</p> <p>BPC is seeking to impose control on Network Rail, the licenced statutory undertaker authorised by the Office of Rail and Road to manage the national rail network under the ORR's control. The proposed provision would regulate the construction, maintenance, future alteration and operation of the railway. This is not a justified or necessary use of protective provisions and would give the Port control of the national rail network in a manner which is in excess of what is reasonable or legitimate</p>
4.	<p>BPC is no more seeking an allocation of train paths by its protective provision than NSC was seeking such an allocation by imposing its planning conditions. If the Applicant were correct that BPC's protective provision is unnecessary or inappropriate, because all track access arrangements should be dealt with through the Network Code, then NSC's planning condition would have been equally unnecessary and inappropriate.</p>	<p>This is not a legitimate comparison to make. The use of Network Rail's railway is a matter for regulation by the ORR under the provisions of the Railways Act 1993. The imposition of the condition by the LPA was an appropriate exercise of development control powers to ensure that the development permitted did not lead to a detrimental impact on the LPA's long held policy aspiration to re-open the Portishead Branch line. The use of the national network is a highly regulated process dealing with competing demands across the</p>



Paragraph	BPC Representation	Applicant's response
		whole of the national rail network. The condition was imposed to preserve the local plan aspirations to allow for the Portishead Branch Lien to reopen. There is no justification for BPC to have the control over the national rail network that it is seeking.
5.	BPC's interests in relation to preserving the access for rail freight it currently enjoys are of a very different nature to the FOCs' interests in securing track access. BPC's interests are therefore not adequately protected by any rights of challenge that may be available to the FOCs under the Network Code.	BPC has the (unusual) benefit of the Works Agreement dated 22 November 2000 and Network Rail has confirmed that Clause 15 still has effect – see letter 9 April 2021 attached to the Network Rail and Applicant's Statement of Common Ground at Appendix 2.
6.	The interests of the FOCs are only short term. Their interest lies in preserving the quantity of freight which they are able to carry in any particular period; they are less concerned as to the origin and destination of that freight.	<p>This is not a relevant point.</p> <p>As BPC is not a FOC and does not own or operate its own locomotive fleet it is for BPC and the FOC to agree to on the issues raised by BPC. The FOCs have more than sufficient paths allocated to them along the existing freight line for the number of movements to and from Royal Portbury Dock and the design for the authorised development accommodates those allocations.</p>
7.	The interests that BPC seeks to protect are those of its customers. Demand from BPC's customers for rail access comes in various forms. Many customers make significant investments in the Port and accordingly have long-term requirements for secure rail access, such as a major utility for which BPC handled coal for over 25 years. At the other end of the scale, other customers have requirements for rail access for spot shipments, such as the stone which is currently being transported from RPD by rail over the branch line. The consequences of there being insufficient rail access available to meet these customers' needs is significant. The prospective long term customer will not make its investment in the Port, with the consequent loss of the jobs and other benefits that would come with that investment; the spot-shipment customer will instead move its cargo by road.	<p>BPC has not provided any evidence of this demand.</p> <p>The FOCs have more than sufficient paths allocated to them along the existing freight line for the number of movements to and from Royal Portbury Dock and the design for the authorised development accommodates those allocations. No evidence has been provided to suggest that any of BPC's customers have been deterred from using Royal Portbury Dock as a result of the MetroWest proposals or that existing paths are not sufficient to meet current and likely future freight service patterns.</p>
8.	Network Rail stated that the infrastructure which has been designed for the proposed scheme will have the capability to accommodate an hourly passenger service and an hourly freight service. Assuming the infrastructure is built in accordance with that design, in order to ensure that the capacity for an hourly freight service is preserved the	See response above. There is nothing to suggest that existing paths are not sufficient to more than adequately meet current and likely future freight service patterns. BPC's argument are not accepted as there would be no logical geographic end to the control it seeks – its suggestions would logically apply to the whole of the national rail

Paragraph	BPC Representation	Applicant's response
	<p>infrastructure must not be changed so that it loses that capability and the manner of operation of the passenger service must be limited to accord with the limitations of the design. BPC's required protective provision is therefore specifically framed in terms controlling not the allocation of train paths but changes to the infrastructure of the railway development or to the operation of the passenger service – such as the introduction of a half-hourly service without changes to the physical infrastructure - which would mean that the infrastructure would no longer have the capability to accommodate the freight service for which Network Rail states it has been designed. The draft DCO does not currently restrict these matters. The issue BPC therefore seeks to address is the Port's ability to operate in the long term as it can now.</p>	<p>network given that changes to the network at a distant location, well beyond the Portishead Branch line, could impact on the capacity for an hourly freight service on the Portishead Branch Line.</p> <p>The issues BPC seek to control are for the ORR to determine. They have no place in the protective provisions or elsewhere in the Order.</p>
<b>Use of, and condition of, the Marsh Lane perimeter track</b>		
9.	<p>It seems likely BPC's perimeter track leading from Marsh Lane may be used by a wide variety of construction-related traffic apart from the HGVs described by the Applicant carrying the ballast and track bed removed from the old railway and bringing in new ballast. This potentially includes vehicles carrying other construction materials, vehicles carrying RRVs which will be used during construction together with personnel vehicles and all light goods vehicles. The track would be used by these vehicles serving both the Lodway Farm construction compound and the compound underneath the M5.</p>	<p>This is agreed</p>
10.	<p>BPC's concerns about the proposed use of the track in part relate to dust generation, in part to the frequency of use and in part the potential for that use to impede use of the track by others. Frequent and heavy use of the track will increase the potential for damage to be caused to it and for the overall condition of the track to deteriorate. This is not only a matter of damage to the surface - and so it is not merely a concern about dust - but also a matter of the load-bearing capacity of the track and damage to its subsurface elements. Damage to either the surface or the subsurface will impede the track's use by others.</p>	<p>The Applicant has incorporated with amendments, the ExA's proposed requirement regarding the Marsh Lane track in to the Deadline 7 DCO. The requirement deals adequately with BPC's concerns.</p>
11.	<p>The current state of the track is illustrated by the two photographs provided in REP4-058. The one (appendix 2) shows a section of the track clearly comprising only unbound material with patches. The</p>	<p>See response 10 above</p>

Paragraph	BPC Representation	Applicant's response
	other (appendix 1) shows how such surfacing as there is does not extend across the full carriageway. Moreover, BPC is not aware of the actual depth of the sub grade and sub base within the structure of the track.	
12.	Current use of the track for HGV traffic is extremely limited and infrequent.	The applicant has no further comment
13.	To the extent it is proposed that BPC's concerns about the use of and damage to the track might be mitigated by any form of requirement relating to pre- and post-construction surveys, BPC considers that it should be BPC, not the local planning authority, which has control over the assessment of the extent of any mitigation related to the track. Further, it would not be acceptable for work required to rectify damage caused to the track to be deferred to the end of the construction period. BPC considers that the issues it has raised in respect of the condition of the track must be addressed comprehensively at the start of the construction period. The Applicant's use of the track will not be exclusive. Unless the issues are addressed before construction starts, the constant remedial work to the track that will needed during the construction period will disrupt and cause delay not only to the Applicant's contractors but also BPC and other users of the track.	<p>The Applicant has incorporated with amendments, the ExA's proposed requirement regarding the Marsh Lane track in to the Deadline 7 DCO. The requirement deals adequately with BPC's concerns.</p> <p>The Applicant will not seek to prevent the use of the Marsh Lane Track by BPC or by those authorised by BPC to use it.</p>
14.	To the extent it is suggested that the risk of dust generation caused by the proposed use of the track might be mitigated by the use of water, as well as questions as to the availability of water supplies in the vicinity of the track, BPC would be concerned using water would simply create mud and slurry which would be transferred around the track and on to other parts of the dock estate and the public highway.	This issues is dealt with by the ExA's proposed requirement
15.	The track is owned by BPC. The draft DCO seeks both temporary and permanent rights of access over it. The track currently hosts a public bridleway and cycleway which was created by dedication by BPC. Maintenance of the track is currently BPC's responsibility as its owner and specifically under the bridleway agreement insofar as the bridleway is concerned.	The public right of way will be suspended during the construction period when the Lodway and M5 compounds are in use – see article 15 of, and Schedule 5 to, the dDCO.



Paragraph	BPC Representation	Applicant's response
Closure of the Court House Farm at grade crossing		
16.	It has never been BPC's desire to impede the actual construction of the proposed DCO scheme. BPC's only issue is with the requirement that it should lose its current rights to use the at-grade crossing which it built over the railway at Court House Farm, and be obliged to incur the expenditure in building a bridge to replace that crossing, at a point when it is not certain that the proposed DCO scheme will go ahead.	The Applicant is grateful for BPC's confirmation that it does not intend to impede the DCO Scheme. It is for BPC to determine when it needs to construct its new bridge, cognisant of the provisions of Condition 16 of planning permission 16/P/1987/F.
17.	BPC has planning permission for the construction of the bridge which is not time limited. There is not a simple answer to what the construction programme for the bridge would be. Currently BPC is looking to try to reduce the initial programme which required 15 months from the point that there was confidence that the DCO scheme was to go ahead until BPC would be able to finish work to allow access for Network Rail's works at the at-grade crossing to start, free from BPC's need for continued use of the crossing.	This is a matter for Network Rail and BPC pursuant to the provisions of the existing deed of easement between the parties. The Applicant has excluded the power of compulsory acquisition for the relevant plots and expects that the provisions of condition 16 of planning permission 16/P/1987/F will be adhered to by BPC.
18.	BPC is now engaged in constructive discussions with Network Rail with a view to seeking a solution which recognises each party's concerns.	The Applicant acknowledges that discussions continue.
Public and permissive rights of way at the Port		
19.	BPC has entered into dedication agreements in relation to other public bridleways at the Port, including one relating to current bridleway (LA8/67/10) to which the new bridleway to be created by Work No. 18 would connect. Assuming the Applicant will construct Work No. 18 to adoptable standards BPC sees no reason why a dedication agreement in a similar format could not be used in connection with Work No. 18.	The Applicant agrees but until a deed of dedication is capable of being relied on or has been executed in escrow by BPC the powers of compulsory acquisition ,must remain . The applicant believes the land can be taken without serious detriment to BPC's undertaking.

**Appendix 7: letter to Bristol Port Company dated 14 April 2021**

**Date:** 14 April 2021  
**My ref:** MetroWest Phase 1  
**Your ref:**  
**Contact:** James Willcock  
**Telephone:** [REDACTED]  
**Email:** [REDACTED]



Mr John Chaplin  
Director of External Affairs & Special Projects  
The Bristol Port Company  
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Place Directorate  
North Somerset Council  
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DX 8411 Weston-super-Mare

**The Proposed Portishead Branch Line MetroWest Phase 1 Order  
Powers relating to land at Marsh Lane, and Royal Portbury Dock, Easton in Gordano**

I am writing to confirm some points that have been discussed in the DCO examination and in our meetings, relating to Marsh Lane.

They deal with accesses to Bristol Port Company (**BPC**) land from the highway of Marsh Lane and with the use of the access track from Marsh Lane to the Port's level crossing underneath the M5 (**Access Track**), by BPC and statutory undertakers benefiting from rights over the Access Track.

**Marsh Lane accesses**

The Applicant has included Plots 05/30, 05/50 and 05/61 as lands for freehold acquisition in the land plans and book of reference submitted with the Order application. Each forms an access to the highway of Marsh Lane from BPC land.

The Applicant wishes to ensure that the Council as local highway authority has sufficient interest in land to carry out works to bridge approaches, and the relevant land parcels have been included in the Order for compulsory acquisition.

Neither of the accesses to the south of the railway (Plots 05/50 and 05/61) are shown on the Applicant's permanent and temporary stopping up and diversion plan whilst being accesses to be closed.

Whilst TS1 is shown on sheet 5 of that plan, this is intended to be used to close during the construction period, the existing bridleway only and not to impact on BPC's ability to access its land at this location (nor the ability for statutory undertakers to use TS1 for access).

I can confirm therefore that:

1. There is no intention to prevent BPC from accessing the highway from the lands fronting the highway at Plots 05/30, 05/50 and 05/61.
2. To the extent that either articles 27 or 28 of the draft Development Consent Order may be seen to apply I can confirm, pursuant to article 28(7) of the draft Order that any rights or ability to access the highway that BPC may have over Plots 05/30, 05/50 and 05/61 would not be extinguished by virtue of article 28 and this letter can be used as confirmation of that. I can also

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confirm that the power in Article 29 will not be used to extinguish BPC's access to the highway in any of the three plots.

3. To the extent BPC can access its land from Marsh Lane over plots 05/62, 05/65 or 05/70, I can confirm the Order powers will not be used to extinguish or override such rights the Port enjoys to do so.
4. I would also note that under articles 28 and 29 the rights of statutory undertakers will not be extinguished by operation of those articles.

#### **Use of Marsh Lane access track**

Plot 05/30, 05/100, 05/103, 05/105, 05/107 and 05/112 form part of an access track used by BPC as well as being a public bridleway. Statutory undertakers and Highways England also use the route for access.

Whilst this route is to be a haul road for the MetroWest scheme, and will be temporarily closed as a public right of way, there is no intention for the Applicant to exercise temporary or other powers to restrict use of the route by other parties with private rights to use the access track. There may be short interruptions whilst works are carried out such as surveys, repairs and the creation of a ramp to enable MetroWest construction traffic access onto the disused railway line close to where the disused railway passes under the M5. We have previously provided a plan showing our proposals regarding the access track, and we anticipate we will issue a revised version of the plan in the next few days, following your feedback.

This letter is provided to confirm that the powers of temporary possession to exclude BPC and any powers in the Order that might be available to prevent other parties from using the access track will not be exercised and the Applicant will exercise the powers under the Order to use the route as a haul road in common with BPC's ownership and the ability for other parties holding rights over the access road to continue to use the access road.

#### **Plot 05/95**

The Applicant's referencing suggests that part of Plot 05/95 forms the access route referred to above. Whilst this plot is scheduled in the Order for freehold acquisition, as it appears to be in the ownership of Highways England Company Limited and not Bristol Port Company, the Applicant can confirm it has no intention to restrict the use of this part of the access road by BPC and others authorised by BPC to use the access road if the title vests in the Applicant.

#### **Plots 04/53 and 04/85**

Both of these plots are indicated as being taken into the Applicant's freehold ownership as part of the compulsory acquisition process if the order is made.

Plot 04/53 is a culvert head that has been fenced so as to be accessible from Network Rail's land but is within the Port's freehold. I can confirm that the freehold acquisition of this culvert head is now not required and accordingly we will not pursue the freehold acquisition of this plot.

In relation to plot 04/85, The Council will rely on the extent of the existing adopted highway in this plot and will not pursue the freehold acquisition of plot 04/85, on the basis that access onto the plot will be available to North Somerset Council as highway authority.

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## **Access over Plot 05/50**

The Port has indicated that it requires to retain rights over, or preferably retain the freehold of, part of 05/50 , being land at the toe of the embankment supporting Marsh Lane, to facilitate access for the communication code operator to its apparatus located between the Port's fence around the Court House Farm cargo area and the southern boundary of Network Rail's disused railway land.

I can confirm that such an arrangement is acceptable to the Council. Whilst we can decide the final details in due course, I can confirm that either:

- (a) If the whole of plot 05/50 is acquired by the Council, then access will be permitted for the Port and the communication code operator across the flat area of plot 05/50 for access to the Port's fence and for the communication code operator to reach its apparatus; or
- (b) The area of acquisition will be restricted to the embankment, provided that the Port confirms that it will grant an easement to allow North Somerset Council access to the embankment over the flat area at the bottom of the embankment.

## **Conclusions**

I hope this provides you with the necessary comforts regarding the plots in the vicinity of Marsh Lane and in regard to the Council no longer pursuing the freehold acquisition of plots 04/53, 04/85 and being willing to work with the Port for the Port to retain, or retain access over, the lower part of plot 05/50.

A copy of this letter will be provided to the examining authority at Deadline 7 and be publicly available as evidence of the Applicant's commitments.

Yours sincerely



James Willcock  
MetroWest Phase 1 Programme Manager

This letter can be made available in large print, audio, easy read and other formats. Documents on our website can also be emailed to you as plain text files.

Help is also available for people who require council information in languages other than English. For more information contact the sender of this letter.

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