

DATED 12th JANUARY

2022

THE NATIONAL GRID (HINKLEY POINT C CONNECTION
PROJECT) ORDER 2016

GENERAL VESTING DECLARATION



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THE NATIONAL GRID (HINKLEY POINT C CONNECTION PROJECT) ORDER 2016

THIS **GENERAL VESTING DECLARATION** is made on the 12th day of JANUARY 2022 by the **Company**

WHEREAS:

- (A) On 19 January 2016 the Order was made by authority of the Secretary of State for Energy and Climate Change under the powers conferred on her by section 114 of the Planning Act 2008 authorising the Company to acquire the rights and to impose the restrictions specified in the Second Schedule.
- (B) The Order came into force on 9 February 2016.
- (C) A subsequent notice given and published in the North Somerset Times on 6 October 2021 (the **s3 Notice**), before the service of any notice to treat in respect of any of the rights and restrictions described in the Second Schedule, included the particulars specified in section 3(3) of the Act, as modified by the Order.
- (D) The s3 Notice did not specify a period longer than two months beginning with the date of publication of the s3 Notice as the period before the end of which this general vesting declaration could not be executed.

NOW THIS DEED WITNESSETH that, in exercise of the powers conferred on it by section 4 of the Act as applied and modified by article 25 of the Order, the Company hereby declares as follows:

1 Vesting of the benefit of Rights and Restrictions

As from the end of the period of 28 days from the date on which service of the notices required by section 6 of the Act is completed (save insofar that they comprise or affect interests of Excluded Persons in such land) in relation to each Plot listed in column 1 of the Second Schedule:

- 1.1 the Rights listed in column 3 of the Second Schedule; and
 - 1.2 the right to enforce the restrictions listed in column 4 of the Second Schedule;
- shall vest in the Company.

2 Interests to benefit from Rights and Restrictions

In relation to each Plot the Rights described in column 3 of the Second Schedule shall vest in and be exercisable and the benefit of the restrictions described in column 4 of the Second Schedule shall vest in and be enforceable by the Company for the benefit of and for all purposes connected with such other parts of the Company's Undertaking as are capable of benefiting from the same.

3 Highways and Utilities

This Declaration shall not have effect of vesting in the Company any interest or right in:

- 3.1 any Highway, although for the avoidance of doubt this exclusion does not prevent the vesting of rights in land which is horizontally or vertically adjacent to the Highway; or
- 3.2 any Utility Conduit.

4 The Company's Covenants

The Company covenants with each Owner so as to bind the Company's Undertaking and for the benefit and protection of the Owner's Land:

- 4.1 when exercising any of the Rights upon the Owner's Land, to comply with the requirements of Section 29 of the Electricity Act 1989;
- 4.2 to make good to the reasonable satisfaction of the Owner any damage caused to the Owner's Land or to any buildings, structures, trees, crops, deadstock or livestock on it caused by the exercise of any of the Rights or (if and to the extent that such damage cannot be made good) to compensate the Owner for any such damage;
- 4.3 if required by the Owner, to remove from the Owner's Land all timber, etc, cut by the Company in accordance with the Rights and to leave the corresponding parts of the Owner's Land neat and tidy; and
- 4.4 subject to the provisions of clause 5, to keep the Owner indemnified against all actions which may be brought against it and all claims and demands which may be made against it by reason of any negligence on the part of the Company in the exercise of the Rights, or any breach by the Company of the Company's obligations to the Owner, in this Declaration.

5 The Company's Indemnity

- 5.1 The indemnity in clause 4.4 is conditional upon the Owner:

- 5.1.1 giving to the Company written notice of any such actions claims or demands as soon as reasonably possible after the Owner becomes aware of any such actions claims or demands;
- 5.1.2 not admitting liability to any third party, making any offer to settle, settling or compromising any such actions claims or demands without the Company's consent (such consent not to be unreasonably withheld or delayed);
- 5.1.3 taking all reasonable steps to mitigate any liabilities relating to such actions claims or demands; and
- 5.1.4 keeping the Company informed in relation to the progress of any such actions, claims and demands and paying due regard to the Company's reasonable representations in relation thereto.

- 5.2 The indemnity at Clause 4.4 shall not apply to the extent that the relevant amount resulted from or was increased by the negligence or default of the Owner, or any other Third Party (other than a Third Party authorised by the Company to exercise the Rights) or any of their respective employees agents consultants or contractors.

6 Minor Tenancies

For the purposes of section 2(2) of the Act, the specified period in relation to the land comprised in this Declaration is 1 year and 1 day.

7 Definitions and Interpretation

In this Declaration wherever the context permits:

- 7.1 the capitalised terms appearing in this Declaration have the respective meanings assigned to them by the First Schedule;
- 7.2 references to 'the Owner' include the Owner's personal representatives, successors in title or permitted assigns;
- 7.3 references to 'the Company' include the Company's assignees and the successors in title to the Company's Undertaking;
- 7.4 where a party is placed under a restriction in this Deed the restriction is to be deemed to include the obligation on that party not to permit or suffer any infringement of the restriction;
- 7.5 all obligations (including restrictions) given or undertaken by or imposed upon more than one person in the same capacity are given or undertaken by or imposed upon them jointly and severally;
- 7.6 headings are for ease of reference only and are not to be taken into account in the interpretation of the provisions to which they refer;
- 7.7 references to clauses and schedules are references to the relevant clause in or schedule to this Declaration;
- 7.8 words denoting the singular include the plural and vice versa;
- 7.9 references to any statutes or statutory instruments include any statute or statutory instrument amending, consolidating or replacing them respectively from time to time in force, and references to a statute include statutory instruments and regulations made pursuant to it;
- 7.10 references to persons includes persons firms and companies;
- 7.11 words importing one gender include both other genders;
- 7.12 in relation to a Plot the description of the Plot in the Second Schedule may not take into account any works that have subsequently been undertaken in, under or over the Plot pursuant to the Order;

- 7.13 in the event of inconsistency between the extent of a Plot shown on the Plan and the description of that Plot in column 2 of the Second Schedule the Plan shall override the description of that Plot in column 2 of the Second Schedule; and
- 7.14 the Plans drawn at declared scale of 1:1250 shall be regarded as definitive and any of the Plans which are reproduced at declared scale of 1:500 and/or "Enlargement" inserts in the Plans are illustrative only.

8 Registration

The Company hereby requests the Chief Land Registrar:

- 8.1 to note the benefit of any Vested Rights acquired by the Company by this Declaration in relation to a particular Plot in the property registers of each of the relevant Company Title/s (if any); and
- 8.2 to note the burden of Vested Rights acquired by the Company by this Declaration in relation to a particular Plot in the charges register of each Owner's Title relating to that Plot.

9 Contracts (Rights of Third Parties) Act

For the avoidance of doubt and save insofar as expressly provided to the contrary in this Declaration, it is not intended that a person other than the Company or an Owner shall have rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Declaration

EXECUTED as a DEED by the Company on the day and year above-written

THE FIRST SCHEDULE

Term	Meaning
Act	Compulsory Purchase (Vesting Declarations) Act 1981 as amended;
Company	Western Power Distribution (South West) PLC (registered company number 02366894);
Company's Undertaking	the Company's undertaking for the distribution of electricity including (without limitation) such land and hereditaments forming part of that undertaking as are accommodated by the Vested Rights;
Conduit	Sewers, drains, watercourse, pipes, cables, wires, ducts, hydrants, cable trays, and other service channels, conduits, apparatus or media for the passage or transmission of Services;
Electric Cables	<ol style="list-style-type: none"> 1. electricity cables not exceeding 12 in number for transmitting electricity at such pressure as the Company may from time to time require for the purposes of its operations together with fibre optic cables in connection with the use of the Company's Undertaking only; and 2. any other ancillary equipment or apparatus required by the Company from time to time in connection with the electricity cables (but excluding fibre optic cables for the use of any third party or commercial operator) in relation to the relevant Plot;
Electric Cable Protection Zone	In relation to the relevant Plot, any part of the ground which is within 3 metres in any direction of any part of the Electric Cables;
Excluded Persons	In relation to the relevant Plots, those persons listed in column 6 of the Second Schedule;
Highway	such (if any) of the airspace, surface, structure or subsoil of the relevant Plot as forms part of any highway and which vests in the highway authority, but for the avoidance of doubt shall not include any of the subsoil, airspace, verge or any other land which, although horizontally or vertically adjacent to the highway, does not so vest (and where a highway passes over a bridge or through a tunnel, that bridge or tunnel is to be taken for the purposes of this Declaration to be a part of the highway);
Order	The National Grid (Hinkley Point C Connection Project) Order 2016 as amended;
Owner	an owner and/or lessee of an interest in one or more Plots other than an Excluded Person;
Owner's Land	such of the Plot/s as are vested in the relevant Owner on the date of this Declaration;
Owner's Title	A registered title of which an Owner is the registered proprietor and which is listed in column 5 of the Second Schedule in relation to a Plot;

Term	Meaning
Plan	The plan attached hereto with reference number HCCP_Stage_4_GVD;
Plot	a plot of land described in column 2 of the Second Schedule and marked by the relevant Plot Number and shown edged and coloured purple on the Plan;
Plot Number	the number for the relevant Plot appearing in column 1 of the Second Schedule;
Rights	in relation to each Plot such of the rights for the Company and all those authorised by the Company from time to time for the benefit of the Company's Undertaking as are specified in column 3 of the Second Schedule in relation to that Plot;
Services	Water, gas, electricity, telecommunications, data transfer, surface water drainage, foul drainage and/or other services as the context permits;
Subsoil Restrictions	<p>covenants by the Owner with the Company so as to bind the Owner's Land within the relevant Plot for the benefit and protection of the Company's Undertaking insofar as the same are capable of so benefiting:</p> <ol style="list-style-type: none"> 1. not to do or suffer to be done anything on the Owner's Land that may in any way interfere with, damage or cause injury to the Electric Cables or their operation or interfere with or obstruct the Company's use thereof and the Owner shall take all reasonable precautions to prevent such interference, obstruction, damage or injury; and 2. (without limiting paragraph 1 above): <ol style="list-style-type: none"> a. not to erect any building or structure (or their foundations) (whether temporary or permanent) within the Owner's Land such that the building or structure (or their foundations) encroaches into the Electric Cable Protection Zone; b. not to change the level of the surface of the Owner's Land such that it is lowered to encroach into the Electric Cable Protection Zone; and c. not to drill, dig or break up the Owner's Land such that the integrity or stability of the ground within the Electric Cable Protection Zone is compromised or undermined. <p>Subject to the covenants above, nothing in the Subsoil Restrictions shall prevent the Owner from: repairing, maintaining or replacing any services, structures or facilities on the Owner's Land; using any part of the Owner's Land as the Owner thinks fit; or building on or developing any part of the Owner's Land;</p>
Subsoil Rights	<p>the following rights for the Company and all those authorised by the Company from time to time for the benefit of the Company's Undertaking:</p> <ol style="list-style-type: none"> 1. the right to place within the Owner's Land from time to time the Electric Cables at a depth of not less than 4 metres below the current surface of the land and


Term	Meaning
	<p>thereafter retain, inspect, maintain, repair, alter, renew, replace and remove the Electric Cables;</p> <p>2. the right to use the Electric Cables; and</p> <p>3. the right to carry out any activities ancillary or incidental to the above rights;</p> <p>but in exercising the above rights the Company must not enter upon the surface of the Owner's Land or break up the surface of the Owner's Land;</p>
Utility Company	<p>1. a 'public communication provider' as the term is defined in section 151(1) of the Communications Act 2003;</p> <p>2. a 'public utility undertaker' as the term is defined in the Highways Act 1980; or</p> <p>3. a 'statutory undertaker' as the term is defined in paragraph 2 of Part 1 of Schedule 15 to the Order;</p>
Utility Conduit	Such (if any) of the Plot as is occupied at the date of this Declaration by a Conduit housing Service/s belonging to one or more Utility Company (other than the Company) together with the contents of such Conduit;
Vested Rights	All Rights and Subsoil Restrictions the benefit of which or the right to enforce is vested in the Company by virtue of this Declaration.

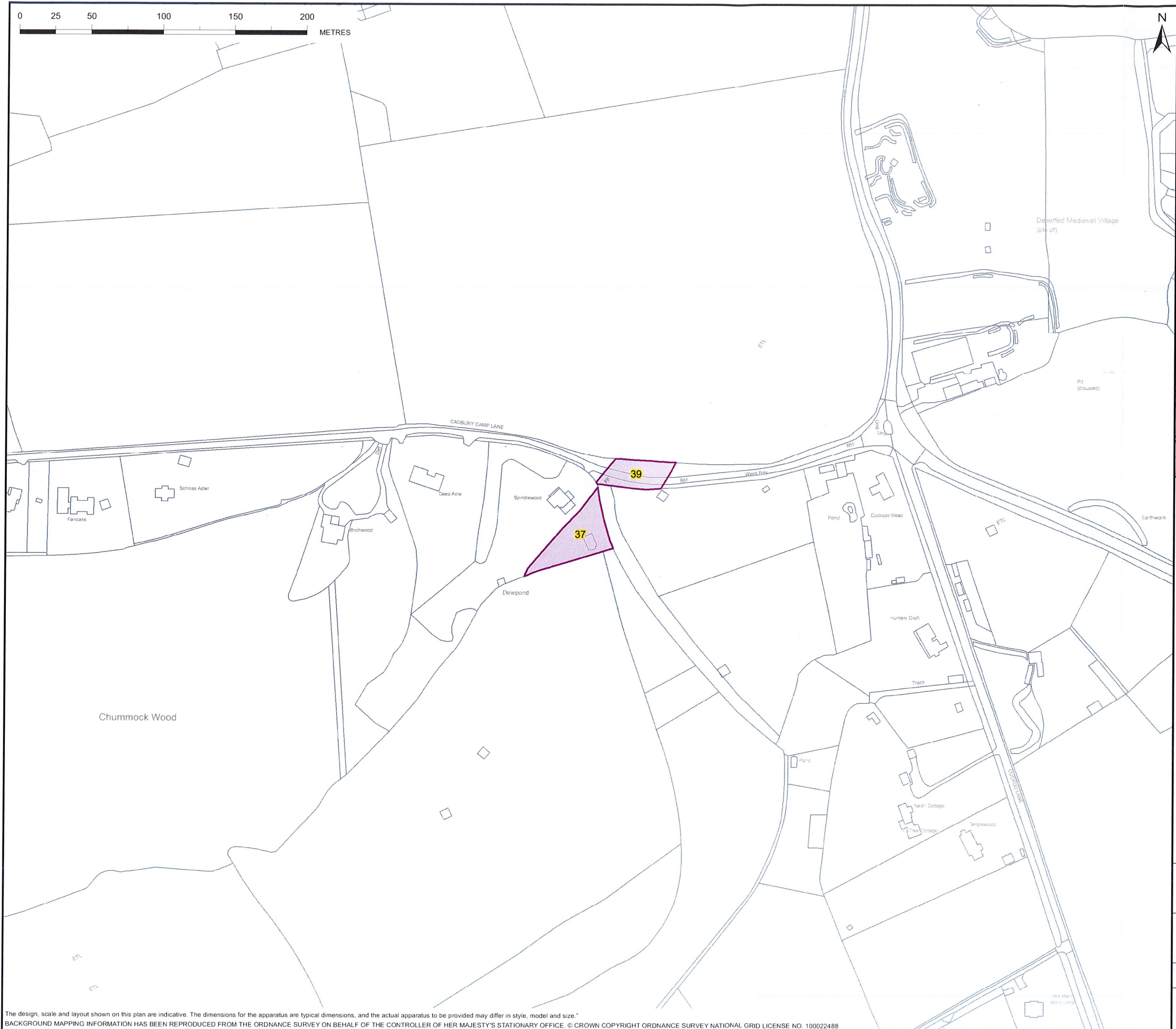
THE SECOND SCHEDULE

1	2	3	4	5	6
Plot Number	Plot Description	Interest/ Rights Acquired	Restrictions Imposed	Owner's Title	Excluded Person/s
37	Approximately 1416 m ² woodland, garden and outbuilding forming part of residential property known as Spindlewood, south of the highway known as Cadbury Camp Lane, Wraxall.	Subsoil Rights	Subsoil Restrictions	ST256614	
39	Approximately 857 m ² private road and verge known as Cadbury Camp Lane	Subsoil Rights	Subsoil Restrictions	ST355533	

Executed as a deed by WESTERN POWER)
DISTRIBUTION (SOUTH WEST) PLC)
acting by two directors or a director)
and its secretary as authorised by the)
Board of Directors)

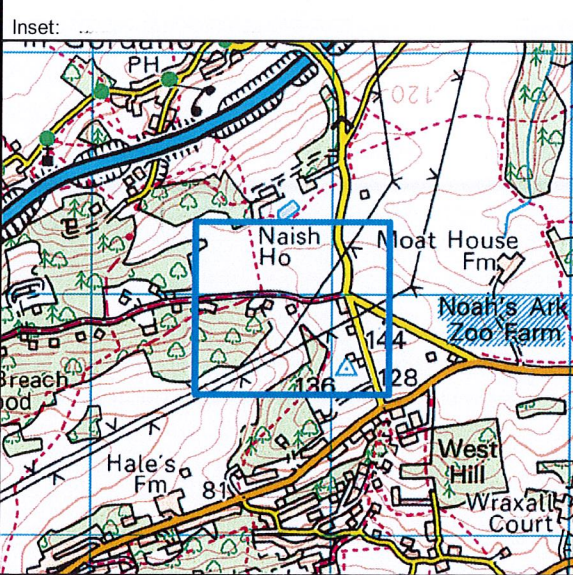

.....
Director


.....
Director/Secretary



Title:
**General Vesting Declaration Plan Relating
To The National Grid (Hinkley Point C
Connection Project) Order 2016**

Ref. No.: HCCP_Stage_4_GVD	Plan: 1 of 1
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LEGEND

 Subsoil Rights

Sally A Jones

Coordinate System: British National Grid Projection: Transverse Mercator Datum: OSGB 1936 Units: Metre	Grid Reference Easting: 347,839 Northing: 172,940
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REVISION A	08/09/2021
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Scale: 1:2500	Paper Size: A3
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Notes This drawing is scaled at paper size A3, therefore any prints taken at different sizes will affect the accuracy of the measurement units and should not be scaled against.	BK Bruton Knowles
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