DATED 31 OCTOBER 2023

NATIONAL HIGHWAYS LIMITED

THE A428 BLACK CAT TO CAXTON GIBBET DEVELOPMENT CONSENT ORDER 2022

GENERAL VESTING DECLARATION No. 15

THE A428 BLACK CAT TO CAXTON GIBBET DEVELOPMENT CONSENT ORDER 2022

GENERAL VESTING DECLARATION No. 15

This **GENERAL VESTING DECLARATION** is executed on 31 October 2023 by National Highways Limited (company number: 09346363) ("the Authority").

WHEREAS:

- (1) On 18 August 2022 an order entitled the A428 Black Cat to Caxton Gibbet Development Consent Order 2020 ("the Order") was made by the Secretary of State for Transport under the powers conferred on him by sections 114, 115, 117, 120, 122 and 123 of, and paragraphs 1 to 3, 10 to 15, 17, 19 to 23, 26, 33, 36 and 37 of Part 1 of Schedule 5 to the Planning Act 2008 ("the 2008 Act") authorising the Authority to acquire the land specified in column 1 of, and described in column 2 of, the First Schedule hereto.
- (2) Notice of the authorisation of compulsory acquisition was first published in accordance with section 134 of the 2008 Act on 1 September 2022.
- (3) That notice included the statement and form prescribed under section 134(7)(cza) (i) and (iii) of the 2008 Act.
- (4) Article 34(1) of the Order provides that the Compulsory Purchase (Vesting Declarations) Act 1981 ("the 1981 Act") shall apply as if the Order were a compulsory purchase order and Article 34(2) provides that the 1981 Act shall have effect subject to modifications.

NOW THIS DEED WITNESSETH that, in exercise of the powers conferred on them by section 4 of the 1981 Act, as applied by Article 34(1) and modified by Article 34(2) of the Order the Authority hereby declare-

- The land specified in column 1 of, and described in column 2 of, Part 1 of the First Schedule hereto (being part of the land authorised to be acquired by the Order) and more particularly delineated red and coloured pink on the plan(s) annexed hereto, together with the right to enter and take possession of the land shall, save for any interests in the land belonging to any of the excluded persons (being those persons detailed in the Second Schedule hereto), vest in the Authority as from the end of the period of 3 months from the date on which the service of notices required by section 6 of the 1981 Act is complete.
- 2. The rights specified in column 3 of Part 2 of the First Schedule hereto, over the land specified in column 1 of, and described in column 2 of, Part 2 of the First Schedule hereto (being part of the land authorised to be acquired by the Order) and more particularly delineated red and coloured blue on the plan(s) annexed hereto, together with the right to enter and take possession of the rights, save for any interests in the land belonging to any of the excluded persons (being those persons detailed in the Second Schedule hereto), shall vest in the Authority as from the end of the period of 3 months from the date on which the service of notices required by section 6 of the 1981 Act is complete.
- 3. For the purposes of section 2(2) of the 1981 Act, the specified period in relation to the land comprised in this declaration is one year and one day.

FIRST SCHEDULE

Part 1 - Land to be acquired

| (1) Plot No. | (2) Description of the Land | (3) Title Number(s) known at the date hereof for the purposes of assisting with land registration only |
|--------------------|---|--|
| 1/44a | All interests in approximately 343 square metres of land being ditch (Rockham Ditch); north of School Lane and west of Great North Road, A1, Roxton, Bedford. | Unregistered |
| 1/52a | All interests in approximately 33 square metres of land being river (River Great Ouse) and bed thereof; north-east of Kelpie Marine and east of Great North Road, A1, Roxton, Bedford. | Unregistered |
| 1/52b | All interests in approximately 5 square metres of land being river (River Great Ouse) and bed thereof; north-east of Kelpie Marine and east of Great North Road, A1, Roxton, Bedford. | Unregistered |
| 1/52c | All interests in approximately 16 square metres of land being river (River Great Ouse) and bed thereof; north-east of Kelpie Marine and east of Great North Road, A1, Roxton, Bedford. | Unregistered |
| 2/12a | All interests in approximately 774 square metres of land being private accessway, brook (Begwary Brook), hardstanding, bridge structure containing public footway, trees, shrubbery and shelter; east of 19 Great North Road and west of Great North Road, A1, Wyboston, Bedford. | Unregistered |
| 2/12d | All interests in approximately 953 square metres of land being grassland, bridge structure over brook (South Brook), trees, overhead electricity cables, brook (South Brook), shrubbery and private accessway (1-9 Great North Road); east of Great North Road, A1 and west of 9 Great North Road, Chawston, Bedford. | Unregistered |
| 2/12e | All interests in approximately 23 square metres of land being verge, trees and shrubbery; southeast of 19 Great North Road and west of Great North Road, A1, Wyboston, Bedford. | Unregistered |

| (1) Plot No. | (2) Description of the Land | (3) Title Number(s) known at the date hereof for the purposes of assisting with land registration only |
|--------------------|---|--|
| 2/12f | All interests in approximately 46 square metres of land being verge; south of 13 Great North Road and west of Great North Road, A1, Wyboston, Bedford. | Unregistered |
| 3/5a | All interests in approximately 3 square metres of land being river (River Great Ouse) and bed thereof; west of Barford Road and south of 10 Great North Road, Chawston, Bedford. | Unregistered |
| 3/6a | All interests in approximately 162 square metres of land being river (River Great Ouse) and bed thereof; west of Barford Road and south-east of 10 Great North Road, Chawston, Bedford. | Unregistered |
| 3/7c | All interests in approximately 959 square metres of land being river (River Great Ouse) and bed thereof; south-east of 10 Great North Road and west of Barford Road, Chawston, Bedford. | Unregistered |
| 3/8c | All interests in approximately 761 square metres of land being river (River Great Ouse) and bed thereof; south-east of 10 Great North Road and west of Barford Road, Chawston, Bedford. | Unregistered |
| 9/8c | All interests in approximately 62 square metres of land being brook (Fox Brook); north of Wintringham Hall, St Neots. | Unregistered |
| 10/6a | All interests in approximately 450 square metres of land being brook (Fox Brook); north of Cambridge Road, A428 and south of Fox Holes, St Neots. | Unregistered |
| 12/4a | All interests in approximately 24 square metres of land being drain and trees; north of Pivot and Goose Plantation and north-west of Pillar Plantation, Yelling, St Neots. | Unregistered |
| 13/11b | All interests in approximately 63 square metres of land being drain; north of Cambridge Road, A428 and south-west of North East Farm, Eltisley, St Neots. | Unregistered |
| 13/13a | All interests in approximately 35 square metres of land being private accessway; north-east of Lion House and south of Cambridge Road, A428, Eltisley, St Neots. | Unregistered |

| (1) Plot No. | (2) Description of the Land | (3) Title Number(s) known at the date hereof for the purposes of assisting with land registration only |
|--------------------|--|--|
| 13/13b | All interests in approximately 16 square metres of land being private accessway; north-east of Lion House and south of Cambridge Road, A428, Eltisley, St Neots. | Unregistered |
| 14/5b | All interests in approximately 404 square metres of land being ditch and drain; east of Ermine Street, A1198 and south of Papworth Hotel, Papworth Everard, Cambridge. | Unregistered |

Part 2 - New rights to be acquired

| (1) Plot No. | (2) Description of the Land | (3) Rights to be acquired | (4) Title Number(s) known at the date hereof for the purposes of assisting with land registration only |
|--------------------|--|--|--|
| 2/12b | Approximately 20 square metres of land being private road (Great North Road), Chawston, Bedford. | All necessary rights for: the Authority; Pamela Mary Saxton, 25 Great North Road, Wyboston, Bedford, MK44 3AJ; Rodney Melvin Middleton and The Owner/Occupier, 21 Great North Road, Wyboston, Bedford, MK44 3AJ; Daniel Timothy Dowson-Heap, 19 Great North Road, Wyboston, Bedford, MK44 3AJ; and Rebecca Maureen Game, 19 Great North Road, Wyboston, Bedford, MK44 3AJ | Unregistered |

| (1) Plot No. | (2) Description of the Land | (3) Rights to be acquired | (4) Title Number(s) known at the date hereof for the purposes of assisting with land registration only |
|--------------------|------------------------------------|--|--|
| | | and their lessees, licensees, successors in title, assigns and those authorised by any of these, and any statutory undertaker (including Openreach Limited Kelvin House, 123 Judd Street, London, WC1H 9NP), as may be required in relation to the development authorised by the A428 Black Cat to Caxton Gibbet Development Consent Order 2022 ("the Order") (Work Nos. 20, 28 and 36): | |
| | | (1) To pass and repass with or without plant and vehicles and including access to highways; and | |
| | | (2) To install, place, divert, alter, underground, remove, retain, use, monitor and maintain apparatus including mains, sewers, drains, soakaways, pipes, ducts, cables, conduits and lights for utilities and electronic communications operators, together with associated infrastructure ("Apparatus"). | |
| | | And subject to and so as to bind the land and every part of it into whosoever hands the same may come and for the benefit of and to protect the undertaking of the abovementioned persons (together with any of their lessees, tenants, licensees, successors in title or function, assigns and those authorised by any of these) restrictive covenants: | - |
| | | (1) not to do or cause or permit to be done anything likely to cause damage or injury to any installed Apparatus and to take all reasonable precautions to prevent such damage or injury; and | |
| | | (2) not to prevent access to any installed Apparatus or make access materially more difficult. | |
| 2/12c | Approximately 312 square metres of | All necessary rights for: the Authority; | Unregistered |

| (1) Piot No. | (2) Description of the Land | (3) Rights to be acquired | (4) Title Number(s) known at the date hereof for the purposes of assisting with land registration only |
|--------------------|--|--|--|
| | land being brook (South Brook); north of Riverside Farm and east of Great North Road, A1, Chawston, Bedford. | Openreach Limited, Kelvin House, 123 Judd Street , London, WC1H 9NP; The Bedfordshire and River Ivel Internal, Drainage Board, Vale House, Broadmead Road, Stewartby, Bedfordshire, MK43 9ND; and Bedford Group of Internal Drainage Boards, Vale House, Broadmead Road, Stewartby, Bedfordshire, MK43 9ND and their lessees, licensees, successors in title, assigns and those authorised by any of these, and any statutory undertaker, as may be required in relation to the development authorised by the A428 Black Cat to Caxton Gibbet Development Consent Order 2022 ("the Order"): (1) To pass and repass with or without plant and vehicles and including access to highways including for the purposes of accessing existing drainage infrastructure; and (2) To install, place, divert, alter, underground, remove, retain, use, monitor and maintain apparatus including mains, sewers, drains, soakaways, pipes, ducts, cables, conduits and lights for utilities and electronic communications operators, together with associated infrastructure ("Apparatus"). And subject to and so as to bind the land and every part of it into whosoever hands the same may come and for the benefit of and to protect the undertaking of the abovementioned persons (together with any of their lessees, tenants, licensees, successors in title or function, assigns and those authorised by any of these) restrictive covenants: (1) not to do or cause or permit to be done anything likely to cause damage or injury to any installed Apparatus and to take all reasonable precautions to prevent such damage or injury; and (2) not to prevent access to any installed Apparatus or make access materially more difficult. | |

| (1) Plot No. | (2) Description of the Land | (3) Rights to be acquired | (4) Title Number(s) known at the date hereof for the purposes of assisting with land registration only |
|--------------------|--|--|--|
| 3/7b | Approximately 419 square metres of land being river (River Great Ouse) and bed thereof; south-east of 10 Great North Road and west of Barford Road, Chawston, Bedford. | All necessary rights for the Authority and The Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH together with any of their lessees, tenants, licensees, successors in title or function, assigns and those authorised by any of these, to pass and repass over the land with or without plant and vehicles in connection with the development authorised by the A428 Black Cat to Caxton Gibbet Development Consent Order 2022 (Work No. 39) such rights to be exercised by the abovementioned persons at all reasonable times and in an emergency at any time. | Unregistered |
| 3/7d | Approximately 415 square metres of land being river (River Great Ouse) and bed thereof; south-east of 10 Great North Road and west of Barford Road, Chawston, Bedford. | All necessary rights for the Authority and The Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH together with any of their lessees, tenants, licensees, successors in title or function, assigns and those authorised by any of these, to pass and repass over the land with or without plant and vehicles in connection with the development authorised by the A428 Black Cat to Caxton Gibbet Development Consent Order 2022 (Work No. 39) such rights to be exercised by the abovementioned persons at all reasonable times and in an emergency at any time. | Unregistered |
| 3/8b | Approximately 401 square metres of land being river (River Great Ouse) and bed thereof; south-east of 10 Great North Road | All necessary rights for the Authority and The Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH together with any of their lessees, tenants, licensees, successors in title or function, assigns and those authorised by any of these, to pass and repass over the land with or without plant and vehicles in connection with the development authorised by the A428 Black Cat to Caxton Gibbet Development Consent Order 2022 (Work No. 39) such rights to be exercised by the abovementioned persons at all reasonable times and in an emergency at any time. | Unregistered |

| (1) Plot No. | (2) Description of the Land | (3) Rights to be acquired | (4) Title Number(s) known at the date hereof for the purposes of assisting with land registration only |
|--------------------|--|--|--|
| | and west of Barford Road, Chawston, Bedford. | | |
| 3/8d | Approximately 379 square metres of land being river (River Great Ouse) and bed thereof; south-east of 10 Great North Road and west of Barford Road, Chawston, Bedford. | All necessary rights for the Authority and The Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH together with any of their lessees, tenants, licensees, successors in title or function, assigns and those authorised by any of these, to pass and repass over the land with or without plant and vehicles in connection with the development authorised by the A428 Black Cat to Caxton Gibbet Development Consent Order 2022 (Work No. 39) such rights to be exercised by the abovementioned persons at all reasonable times and in an emergency at any time. | Unregistered |
| 14/5a | Approximately 65 square metres of land being private accessway (Pembroke Farm); north of Cambridge Road, A428 and south of Pembroke Farm, Caxton, Cambridge. | All necessary rights for the Authority and their lessees, licensees, successors in title, assigns and those authorised by any of these, and any statutory undertaker (including Openreach Limited, Kelvin House, 123 Judd Street, London, WC1H 9NP), as may be required in relation to the development authorised by the A428 Black Cat to Caxton Gibbet Development Consent Order 2022 ("the Order"): (1) To pass and repass with or without plant and vehicles and including access to highways; and (2) To install, place, divert, alter, underground, remove, retain, use, monitor and maintain apparatus including mains, sewers, drains, soakaways, pipes, ducts, cables, conduits and lights for utilities and electronic communications operators, together with associated infrastructure ("Apparatus"). And subject to and so as to bind the land and every part of it into whosoever hands | Unregistered |
| | | the same may come and for the benefit of and to protect the undertaking of the | |

| (1) Plot No. | (2) Description of the Land | (3) Rights to be acquired | (4) Title Number(s) known at the date hereof for the purposes of assisting with land registration only |
|--------------------|--|--|--|
| | | abovementioned persons (together with any of their lessees, tenants, licensees, successors in title or function, assigns and those authorised by any of these) restrictive covenants: (1) not to do or cause or permit to be done anything likely to cause damage or injury to any installed Apparatus and to take all reasonable precautions to prevent such damage or injury; and (2) not to prevent access to any installed Apparatus or make access materially more difficult. | |
| 14/5c | Approximately 564 square metres of land being private track, drain and grassland; south of Cambridge Road, A428 and west of New Bungalow, Caxton, Cambridge. | All necessary rights for the Authority and their lessees, licensees, successors in title, assigns and those authorised by any of these, and any statutory undertaker, as may be required in relation to the development authorised by the A428 Black Cat to Caxton Gibbet Development Consent Order 2022 ("the Order") (Work Nos. 103, 104, 107, 110): (1) To pass and repass with or without plant and vehicles and including access to highways; and (2) To install, place, divert, alter, underground, remove, retain, use, monitor and maintain apparatus including mains, sewers, drains, soakaways, pipes, cables, conduits, lights and electronic communications apparatus, together with associated infrastructure including marker posts and inspection chambers ("Apparatus"). | Unregistered |
| · | | And subject to and so as to bind the land and every part of it into whosoever hands the same may come and for the benefit of and to protect the undertaking of the abovementioned persons (together with any of their lessees, tenants, licensees, successors in title or function, assigns and those authorised by any of these) restrictive covenants: (1) not to do or cause or permit to be done anything likely to cause damage or injury to any installed Apparatus and to take all reasonable precautions to prevent such | |

| (1) Plot No. | (2) Description of the Land | (3) Rights to be acquired | (4) Title Number(s) known at the date hereof for the purposes of assisting with land registration only |
|--------------------|--------------------------------|---|--|
| | | damage or injury; and (2) not to prevent access to any installed Apparatus or make access materially more difficult. | |
| | | The rights specified above include rights for the relevant statutory undertaker (being UK Power Networks (Operations) Limited, Newington House, 237 Southwark Bridge Road, London, SE1 6NP) (and those authorised by the relevant statutory undertaker) to: (1) lay underground electric lines (within the meaning given in section 64(1) of the Electricity Act 1989 including all communication cables used in connection with the undertaking) (the "Electric Lines") under, through and along a 6 metre (or other width as notified to the landowner) strip on land centred on the Electric Lines or as otherwise notified to the landowner (the "UKPN Strip"); (2) construct and erect overhead Electric Lines over the land; and (3) thereafter to use, retain, maintain, inspect, examine, test, repair, alter, relay, renew, replace, supplement and remove the Electric Lines; (together the "UKPN Rights") (4) at all times to enter upon and break up the surface of the UKPN Strip to the extent necessary to allow the UKPN Rights to be exercised subject to reinstating the surface to a reasonable standard; (5) to enter the land with or without vehicles, contractors' plant, apparatus and equipment at all times and to park vehicles on the land but only to the extent necessary to exercise the UKPN Rights subject to not obstructing the land; (6) to construct, erect, use, maintain, adjust, repair, alter, reconstruct, re-erect, renew, supplement, inspect, examine, test and remove the necessary poles and stays and any other means of support and apparatus as the statutory undertaker reasonably requires for overhead Electric Lines (the "Supports") across and on the UKPN Strip; (7) to enjoy the benefit of support for the underground Electric Lines and Supports from the subjacent and adjacent land within the landowner's ownership; | |

| (1) Plot No. | (2) Description of the Land | (3) Rights to be acquired | (4) Title Number(s) known at the date hereof for the purposes of assisting with land registration only |
|--------------------|--------------------------------|--|--|
| | | (8) to allow the overhead Electric Lines to swing and sway over the land; and (9) to fell, lop and top from time to time (acting in accordance with good forestry practice and any applicable tree protection order) all timber and other trees, shrubs and roots now or in the future on the land which would (if not felled, lopped or topped) obstruct or interfere with the construction, erection and maintenance or operation of the Electric Lines or Supports and if requested, remove all such timber and other wood felled, lopped or topped. | • |
| | | So as to bind the land and every part of thereof into whosesoever hands the same may come and for the benefit and to protect the Authority and the undertaking of UK Power Networks (Operations) Limited (but save in the case of any works comprised in the development authorised by the Order): (1) not to do or cause or permit to be done anything on the UKPN Strip which would or might obstruct access to the Electric Lines or hinder the exercise of the UKPN Rights or which would or might interfere with or damage any Electric Lines or its ducts laid, retained or erected pursuant to the development authorised by the Order and to take all reasonable precautions to prevent such damage; (2) not to do anything on or under the UKPN Strip which would lessen or interfere with the support offered to the Electric Lines; (3) not to either alter or cover the existing level or surface of the UKPN Strip or any part of it in such a way as to make the laying of, or access to, underground | |
| | | Electric Lines or ducts impracticable or more difficult than at the date hereof save for the laying and/or re-laying of appropriate surfaces on any part of the UKPN Strip which form any intended or existing road or footpath, or other access way after the initial laying of underground Electric Lines pursuant to the UKPN Rights; (4) not to erect on the UKPN Strip any building or structure; (5) not to install any pipe, sewer, cable or wire or other apparatus on, through or in | |
| | | the UKPN Strip; (6) not to plant any trees on or which might grow over or onto any part of the UKPN | |

| (1) Plot No. | (2) Description of the Land | (3) Rights to be acquired | (4) Title Number(s) known at the date hereof for the purposes of assisting with land registration only |
|--------------------|-----------------------------|---|--|
| | | Strip; (7) not to excavate the land to a level of beneath 0.35 metres without reasonable prior written notification being given to the statutory undertaker and giving a representative of the statutory undertaker an opportunity to attend such excavations and thereafter abiding by the reasonable directions of the statutory undertaker given in relation to such excavations for the protection of the Electric Lines; (8) not to erect or extend any dwellinghouse, building or other erection or structure either: (i) underneath or within 15 metres on either side of the overhead Electric Lines; or (ii) which would encroach within 15 metres of the foundations of any Supports or upon the ground supporting them; (9) unless otherwise agreed (which agreement not to be unreasonably withheld or delayed) not to plant any timber or other tree on the land within a distance of 12.5 metres of the overhead Electric Lines or Supports; (10)not to raise the level of the ground beneath the overhead Electric Lines (including their area of swing) or within a distance of 10 metres on either side of the overhead Electric Lines or within an area of land surrounding each of the Supports to a distance of 10 metres from them; and (11)not to permit any vehicle or machinery or plant of any description to approach or pass under the overhead Electric Lines unless a clear space of not less than 4.8 metres can be and is at all times maintained between any conductor forming part of the overhead Electric Lines and the combined height of all parts of any such vehicle machinery or plant and any person riding them. | |

SECOND SCHEDULE

Excluded persons of general application

The Crown
National Highways Limited
Cadent Gas Limited
National Grid Gas Limited
National Gas Transmission Plc
National Grid Electricity Transmission Plc
UK Power Networks (Operations) Limited
Anglian Water Services Limited
Openreach Limited

| EXECIL | TED ac | a DEED | |
|--------|--------|---------------|--|
| LALCU | | | |

By affixing the common seal of

NATIONAL HIGHWAYS LIMITED

Director or Authorised Signatory

Director or Company Secretary or Authorised

Signatory

2023/1035

























