

DATED _____ **2022**

NATIONAL HIGHWAYS LIMITED

THE M25 JUNCTION 10/ A3 WISLEY INTERCHANGE DEVELOPMENT CONSENT
ORDER 2022

GENERAL VESTING DECLARATION No. 14

**THE M25 JUNCTION 10/ A3 WISLEY INTERCHANGE DEVELOPMENT CONSENT
ORDER 2022**

GENERAL VESTING DECLARATION No. 14

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

WHEREAS:

- (1) On 12 May 2022 an order entitled the M25 Junction 10/A3 Wisley Interchange Development Consent Order 2022 ("the Order") was made by the Secretary of State for Transport under the powers conferred on him by sections 114, 115, 117, 120 and 122 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 Acquiring Authority to acquire the land and rights specified in 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 20 May 2022.
- (3) That notice included the statement and form prescribed under section 134(7)(cza) (i) and (iii) of the 2008 Act.
- (4) Article 29(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 29(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 29(1) and modified by Article 29(2) of the Order the Acquiring Authority hereby declare-

1. The rights specified in column 4 of the First Schedule hereto, together with the benefit of the covenants specified in column 5 of the First Schedule hereto, over the land specified in column 1 of, and described in column 2 of, the First Schedule hereto (being part of the land authorised to be acquired by the Order) and more particularly delineated and shaded blue on the plans annexed hereto, together with the right to enter and take possession of the rights, save for any interests in the land belonging to any Excluded Persons set out in the Second Schedule hereto, shall vest in the persons specified in the First Schedule hereto on such date as is 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 completed.
2. 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.
3. In this Deed "statutory undertaker" has the same meaning as in the Order and includes utility undertakers and operators as defined in Schedule 9 of the Order.

FIRST SCHEDULE

Rights to be vested

(1) Plot No. as shown edged red and shaded blue on the plan annexed hereto	(2) Description of the Plot	(3) Title Number(s) (for the purposes of assisting with land registration only)	(4) Rights to be vested	(5) Restrictive covenants to be imposed
1/40	Acquisition of rights over and temporary possession and use of 1139 square metres, or thereabouts, of wooded area, grassed area and private track situated to the north east of Stratford Bridge and to the south west of Battleston Hill, in the Borough of Guildford.	SYS24010	<p>Such rights for the Acquiring Authority, its 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 M25 Junction 10/A3 Wisley Interchange Development Consent Order 2022 (Work No. 63(a)):</p> <p>(1) To construct, retain, inspect, operate, access maintain and repair a diverted gas pipeline and associated equipment.</p> <p>The rights specified at (1) above include rights for Southern Gas Networks PLC, (and those authorised by it) to:</p> <p>(a) at all reasonable times and on reasonable notice (except in case of inspecting and emergencies where no notice is required) to enter onto the land as reasonably required with or without vehicles, plant and equipment (at no expense to the landowner and in a proper and workmanlike manner):</p> <p>Ø install a pipeline (and other apparatus ancillary thereto) which shall be used for the transmission</p>	<p>So as to bind the land and every part thereof into whosoever hands the same may come and for the benefit and to protect Southern Gas Networks PLC's undertaking:</p> <p>(1) not to do anything or allow anything to be done on the land that may interfere with or damage the Gas Main or interfere with, impede or obstruct Southern Gas Networks PLC's (and those authorised by its) access to or use of the Gas Main;</p> <p>(2) not to:</p> <p>(a) erect any building or structure or plant on through over or beneath a 7 metre strip on the land centred on the Gas Main or as otherwise notified to the landowner (the "Strip");</p> <p>(b) plant or allow to grow any tree or shrub on through over or beneath the Strip;</p> <p>(c) change the level of the surface, ground cover or composition of the Strip;</p> <p>(d) drill, dig or break up the land within the Strip.</p>

			<p>storage and distribution of gas (or other materials and substances) ("Gas Main") below the present surface of the land and afterwards to use, retain, inspect, maintain, repair, alter, renew, replace, supplement, enlarge, connect into, operate, render unusable and/or remove the Gas Main;</p> <p>(ii) subject to not obstructing lawful access to the land, temporarily park a motor and/or a mechanical vehicle on the unbuilt upon parts of the land during the exercise of the rights pursuant to (i);</p> <p>(iii) break up the surface of and excavate so much of the land as may be reasonably necessary for the purpose of exercising the rights (pursuant to (i)) subject always to Southern Gas Networks PLC (and those authorised by it) causing as little damage as reasonably possible and making good any damage that it does cause, at its own expense, to the reasonable satisfaction of the landowner;</p> <p>(b) the full right of shelter and protection and vertical and lateral support for the benefit of the Gas Main from the land.</p>	<p>(e) adversely affect the free flow and passage of gas or means of communication along or through the Gas Main</p> <p>provided that in respect of the Strip nothing shall prevent the landowner from:</p> <p>(i) installing any necessary service pipes, drains, wires or cables; and/or</p> <p>(ii) carrying on normal acts of good husbandry including fencing, hedging and ditching; and/or</p> <p>(iii) landscaping or constructing roads, cycleways, footpaths and parking areas (including installing lighting and associated removable street furniture such as street or area name plates, columns, bollards, bins and seats)</p> <p>in each case not so as to cause any such interference, obstruction or material reduction of the depth of soil subject to and conditional upon Southern Gas Networks PLC having given its prior written consent (not to be unreasonably withheld or delayed but may be given subject to reasonable conditions) to any such works, doing such works under the supervision of Southern Gas Networks PLC (if reasonably required by Southern Gas Networks PLC) and the landowner shall supply to Southern Gas Networks PLC with any application for such consent all reasonable information that it may require in order to consider any such request (including but not limited to drawings, risk assessments method statements and specifications).</p>
2/14a	Acquisition of rights over and temporary possession and use of 27 square metres, or thereabouts, of public adopted highway (Elm Lane) situated to the	SY611136	Such rights for the Acquiring Authority, its 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 M25 Junction 10/A3 Wisley Interchange	<p>So as to bind the land and every part thereof into whosoever hands the same may come and for the benefit and to protect Southern Gas Networks PLC's undertaking:</p> <p>(1) not to do anything or allow anything to be done on the land that may interfere</p>

	south east of Battleston Hill and to the west of Ockham Village Green, in the Borough of Guildford.		<p>Development Consent Order 2022 (Work Nos. 33(c), 52(b) and 63(a)):</p> <ol style="list-style-type: none"> (1) For use as a construction access route; (2) To construct a footpath and use as a maintenance access; (3) To construct, operate, access and maintain a diversion to an existing gas pipeline and associated equipment; (4) To construct, operate, access and maintain a carrier drain; (5) For use as a maintenance access for the authorised development. <p>The rights specified at (3) above include rights for Southern Gas Networks PLC, (and those authorised by it) to:</p> <ol style="list-style-type: none"> (a) at all reasonable times and on reasonable notice (except in case of inspecting and emergencies where no notice is required) to enter onto the land as reasonably required with or without vehicles, plant and equipment (at no expense to the landowner and in a proper and workmanlike manner): <ol style="list-style-type: none"> (i) install a pipeline (and other apparatus ancillary thereto) which shall be used for the transmission, storage and distribution of gas (or other materials and substances) ("Gas Main") below the present surface of the land and afterwards to use, retain, inspect, maintain, repair, alter, renew, replace, supplement, enlarge, connect into, operate, render unusable and/or remove the Gas Main; (ii) subject to not obstructing lawful access to the land, temporarily park a motor and/or a mechanical vehicle on the unbuilt upon parts 	<p>with or damage the Gas Main or interfere with, impede or obstruct Southern Gas Networks PLC's (and those authorised by its) access to or use of the Gas Main;</p> <ol style="list-style-type: none"> (2) not to: <ol style="list-style-type: none"> (a) erect any building or structure or plant on through over or beneath a 7 metre strip on the land centred on the Gas Main or as otherwise notified to the landowner (the "Strip"); (b) plant or allow to grow any tree or shrub on through over or beneath the Strip; (c) change the level of the surface, ground cover or composition of the Strip; (d) drill, dig or break up the land within the Strip; (e) adversely affect the free flow and passage of gas or means of communication along or through the Gas Main <p>provided that in respect of the Strip nothing shall prevent the landowner from:</p> <ol style="list-style-type: none"> (i) installing any necessary service pipes, drains, wires or cables; and/or (ii) carrying on normal acts of good husbandry including fencing, hedging and ditching; and/or (iii) landscaping or constructing roads, cycleways, footpaths and parking areas (including installing lighting and associated removable street furniture such as street or area name plates, columns, bollards, bins and seats) <p>in each case not so as to cause any such interference, obstruction or material reduction of the depth of soil subject to and conditional upon Southern Gas Networks PLC having given</p>
2/14b	Acquisition of rights over and temporary possession and use of 100 square metres, or thereabouts, of public adopted highway (Elm Lane) situated to the south east of Battleston Hill and to the west of Ockham Village Green, in the Borough of Guildford.	SY611136		

			<p>of the land during the exercise of the rights pursuant to (i);</p> <p>(iii) break up the surface of and excavate so much of the land as may be reasonably necessary for the purpose of exercising the rights (pursuant to (i)) subject always to Southern Gas Networks PLC (and those authorised by it) causing as little damage as reasonably possible and making good any damage that it does cause, at its own expense, to the reasonable satisfaction of the landowner;</p> <p>(b) the full right of shelter and protection and vertical and lateral support for the benefit of the Gas Main from the land.</p>	its prior written consent (not to be unreasonably withheld or delayed but may be given subject to reasonable conditions) to any such works, doing such works under the supervision of Southern Gas Networks PLC (if reasonably required by Southern Gas Networks PLC) and the landowner shall supply to Southern Gas Networks PLC with any application for such consent all reasonable information that it may require in order to consider any such request (including but not limited to drawings, risk assessments method statements and specifications).
7/9	Acquisition of rights over and temporary possession and use of 348 square metres, or thereabouts, of private track and overhead electricity distribution lines situated to the south east of Seven Hills Hotel and to the north west of New Farm House, in the Borough of Elmbridge, designated as a registered park and garden.	SY773030	<p>Such rights for the Acquiring Authority, its lessees, licensees, successors in title, assigns and those authorised by any of these, Southern Gas Networks PLC and any statutory undertaker, as may be required in relation to the development authorised by the M25 Junction 10/A3 Wisley Interchange Development Consent Order 2022 (Work Nos. 17(c) and 40):</p> <p>(1) To construct, operate, access and maintain modifications to access to gas valve compound.</p>	
7/10	Acquisition of rights over and temporary possession and use of 9 square metres, or thereabouts, of private track and overhead electricity	SY773030		

	distribution lines situated to the south east of Seven Hills Hotel and to the north west of New Farm House, in the Borough of Elmbridge, designated as a registered park and garden.			
7/15	Acquisition of rights over and temporary possession and use of 7 square metres, or thereabouts, of woodland situated to the north east of Heyswood Girls Guide Camp and to the south east of Seven Hills Hotel, in the Borough of Elmbridge, designated as a registered park and garden.	SY773030	<p>Such rights for the Acquiring Authority, its 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 M25 Junction 10/A3 Wisley Interchange Development Consent Order 2022 (Work No. 63(c)):</p> <p>(1) To construct, operate, access and maintain a diversion to an existing gas pipeline and associated equipment.</p> <p>The rights specified at (1) above include rights for Southern Gas Networks PLC, (and those authorised by it) to:</p> <p>(a) at all reasonable times and on reasonable notice (except in case of inspecting and emergencies where no notice is required) to enter onto the land as reasonably required with or without vehicles, plant and equipment (at no expense to the landowner and in a proper and workmanlike manner):</p> <p>(i) install a pipeline (and other apparatus ancillary thereto) which shall be used for the transmission, storage and distribution of gas (or other materials and substances) ("Gas Main") below the present surface of the land and afterwards</p>	<p>So as to bind the land and every part thereof into whosoever hands the same may come and for the benefit and to protect Southern Gas Networks PLC's undertaking:</p> <p>(1) not to do anything or allow anything to be done on the land that may interfere with or damage the Gas Main or interfere with, impede or obstruct Southern Gas Networks PLC's (and those authorised by its) access to or use of the Gas Main;</p> <p>(2) not to:</p> <p>(a) erect any building or structure or plant on through over or beneath a 7 metre strip on the land centred on the Gas Main or as otherwise notified to the landowner (the "Strip");</p> <p>(b) plant or allow to grow any tree or shrub on through over or beneath the Strip;</p> <p>(c) change the level of the surface, ground cover or composition of the Strip;</p> <p>(d) drill, dig or break_up the land within the Strip;</p> <p>(e) adversely affect the free flow and passage of gas or means of communication along or through the Gas Main</p>
7/ISa	Acquisition of rights over and temporary possession and use of 33 square metres, or thereabouts, of woodland, private accessway and overhead electricity distribution lines situated to the north east of Heyswood Girls Guide Camp and to the south east of Seven Hills Hotel, in the Borough of Elmbridge, designated as a registered park and garden.	SY773030		

7/16	Acquisition of rights over and temporary possession and use of 115 square metres, or thereabouts, of hardstanding situated to the south east of Seven Hills Hotel and to the north west of New Farm House, in the Borough of Elmbridge, designated as a registered park and garden.	SY443921	<p>to use, retain, inspect, maintain, repair, alter, renew, replace, supplement, enlarge, connect into, operate, render unusable and/or remove the Gas Main;</p> <p>(ii) subject to not obstructing lawful access to the land, temporarily park a motor and/or a mechanical vehicle on the unbuilt upon parts of the land during the exercise of the rights pursuant to (i);</p> <p>(iii) break up the surface of and excavate so much of the land as may be reasonably necessary for the purpose of exercising the rights (pursuant to (i)) subject always to Southern Gas Networks PLC (and those authorised by it) causing as little damage as reasonably possible and making good any damage that it does cause, at its own expense, to the reasonable satisfaction of the landowner;</p> <p>(b) the full right of shelter and protection and vertical and lateral support for the benefit of the Gas Main from the land.</p>	<p>provided that in respect of the Strip nothing shall prevent the landowner from:</p> <p>(i) installing any necessary service pipes, drains, wires or cables; and/or</p> <p>(ii) carrying on normal acts of good husbandry including fencing, hedging and ditching; and/or</p> <p>(iii) landscaping or constructing roads, cycleways, footpaths and parking areas (including installing lighting and associated removable street furniture such as street or area name plates, columns, bollards, bins and seats)</p> <p>in each case not so as to cause any such interference, obstruction or material reduction of the depth of soil subject to and conditional upon Southern Gas Networks PLC having given its prior written consent (not to be unreasonably withheld or delayed but may be given subject to reasonable conditions) to any such works, doing such works under the supervision of Southern Gas Networks PLC (if reasonably required by Southern Gas Networks PLC) and the landowner shall supply to Southern Gas Networks PLC with any application for such consent all reasonable information that it may require in order to consider any such request (including but not limited to drawings, risk assessments method statements and specifications).</p>
7/17	Acquisition of rights over and temporary possession and use of 434 square metres, or thereabouts, of wooded area situated to the south east of Seven Hills Hotel and to the north west of New Farm House, in the Borough of Elmbridge	SY773030	Such rights for the Acquiring Authority, its 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 M25 Junction 10/A3 Wisley Interchange Development Consent Order 2022 (Work No. 63(a)):	<p>So as to bind the land and every part thereof into whosoever hands the same may come and for the benefit and to protect Southern Gas Networks PLC's undertaking:</p> <p>(1) not to do anything or allow anything to be done on the land that may interfere with or damage the Gas Main or interfere with, impede or obstruct Southern Gas Networks PLC's (and</p>

	designated as a registered park and garden.		<p>(1) To construct, operate, access and maintain a diversion to an existing gas pipeline and associated equipment;</p> <p>(2) To undertake, access and maintain tree and shrub planting.</p> <p>The rights specified at (1) above include rights for Southern Gas Networks PLC, (and those authorised by it) to:</p> <p>(a) at all reasonable times and on reasonable notice (except in case of inspecting and emergencies where no notice is required) to enter onto the land as reasonably required with or without vehicles, plant and equipment (at no expense to the landowner and in a proper and workmanlike manner):</p> <p>(i) install a pipeline (and other apparatus ancillary thereto) which shall be used for the transmission, storage and distribution of gas (or other materials and substances) ("Gas Main") below the present surface of the land and afterwards to use, retain, inspect, maintain, repair, alter, renew, replace, supplement, enlarge, connect into, operate, render unusable and/or remove the Gas Main;</p> <p>(ii) subject to not obstructing lawful access to the land, temporarily park a motor and/or a mechanical vehicle on the unbuilt upon parts of the land during the exercise of the rights pursuant to (i);</p> <p>(iii) break up the surface of and excavate so much of the land as may be reasonably necessary for the purpose of exercising the rights (pursuant to (i)) subject always to Southern Gas Networks</p>	<p>those authorised by its) access to or use of the Gas Main;</p> <p>(2) not to:</p> <p>(a) erect any building or structure or plant on through over or beneath a 7 metre strip on the land centred on the Gas Main or as otherwise notified to the landowner (the "Strip");</p> <p>(b) plant or allow to grow any tree or shrub on through over or beneath the Strip;</p> <p>(c) change the level of the surface, ground cover or composition of the Strip;</p> <p>(d) drill, dig or break up the land within the Strip;</p> <p>(e) adversely affect the free flow and passage of gas or means of communication along or through the Gas Main</p> <p>provided that in respect of the Strip nothing shall prevent the landowner from:</p> <p>(i) installing any necessary service pipes, drains, wires or cables; and/or</p> <p>(ii) carrying on normal acts of good husbandry including fencing, hedging and ditching; and/or</p> <p>(iii) landscaping or constructing roads, cycleways, footpaths and parking areas (including installing lighting and associated removable street furniture such as street or area name plates, columns, bollards, bins and seats)</p> <p>in each case not so as to cause any such interference, obstruction or material reduction of the depth of soil subject to and conditional upon Southern Gas Networks PLC having given its prior written consent (not to be unreasonably withheld or delayed but may be given subject to reasonable conditions) to any</p>
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			<p>PLC (and those authorised by it) causing as little damage as reasonably possible and making good any damage that it does cause, at its own expense, to the reasonable satisfaction of the landowner;</p> <p>(b) the full right of shelter and protection and vertical and lateral support for the benefit of the Gas Main from the land.</p>	<p>such works, doing such works under the supervision of Southern Gas Networks PLC (if reasonably required by Southern Gas Networks PLC) and the landowner shall supply to Southern Gas Networks PLC with any application for such consent all reasonable information that it may require in order to consider any such request (including but not limited to drawings, risk assessments method statements and specifications).</p>
7/23	<p>Acquisition of rights over and temporary possession and use of 2312 square metres, or thereabouts, of former public adopted highway (Seven Hills Road South), track and woodland situated to the south east of Wood Court Lodge and to the north west of New Farm House, in the Borough of Elmbridge.</p>	<p>SY624482</p> <p>SY713643</p>	<p>Such rights for the Acquiring Authority, its 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 M25 Junction 10/A3 Wisley Interchange Development Consent Order 2022 (Work Nos. 35 and 35(k)):</p> <ol style="list-style-type: none"> (1) To construct a bridleway and for use as a private means of access and for use as a maintenance access; (2) To construct, operate, access and maintain diversions to existing utility connections and associated apparatus and equipment; (3) For use as a construction access route; (4) For use as a maintenance access for the authorised development. <p>The rights specified at (2) above include rights for Southern Gas Networks PLC, (and those authorised by it) to:</p> <ol style="list-style-type: none"> (a) at all reasonable times and on reasonable notice (except in case of inspecting and emergencies where no notice is required) to enter onto the land as reasonably required with or without vehicles, plant and equipment (at no expense to the landowner and in a proper and workmanlike manner): 	<p>So as to bind the land and every part thereof into whosoever hands the same may come and for the benefit and to protect Southern Gas Networks PLC's undertaking:</p> <ol style="list-style-type: none"> (1) not to do anything or allow anything to be done on the land that may interfere with or damage the Gas Main or interfere with, impede or obstruct Southern Gas Networks PLC's (and those authorised by its) access to or use of the Gas Main; (2) not to: <ol style="list-style-type: none"> (a) erect any building or structure or plant on through over or beneath a 7 metre strip on the land centred on the Gas Main or as otherwise notified to the landowner (the "Strip"); (b) plant or allow to grow any tree or shrub on through over or beneath the Strip; (c) change the level of the surface, ground cover or composition of the Strip; (d) drill, dig or break up the land within the Strip; (e) adversely affect the free flow and passage of gas or means of communication along or through the Gas Main

			<ul style="list-style-type: none"> (i) install a pipeline (and other apparatus ancillary thereto) which shall be used for the transmission, storage and distribution of gas (or other materials and substances) ("Gas Main") below the present surface of the land and afterwards to use, retain, inspect, maintain, repair, alter, renew, replace, supplement, enlarge, connect into, operate, render unusable and/or remove the Gas Main; (ii) subject to not obstructing lawful access to the land, temporarily park a motor and/or a mechanical vehicle on the unbuilt upon parts of the land during the exercise of the rights pursuant to (i); (iii) break up the surface of and excavate so much of the land as may be reasonably necessary for the purpose of exercising the rights (pursuant to (i)) subject always to Southern Gas Networks PLC (and those authorised by it) causing as little damage as reasonably possible and making good any damage that it does cause, at its own expense, to the reasonable satisfaction of the landowner; (b) the full right of shelter and protection and vertical and lateral support for the benefit of the Gas Main from the land. 	<p>provided that in respect of the Strip nothing shall prevent the landowner from:</p> <ul style="list-style-type: none"> (i) installing any necessary service pipes, drains, wires or cables; and/or (ii) carrying on normal acts of good husbandry including fencing, hedging and ditching; and/or (iii) landscaping or constructing roads, cycleways, footpaths and parking areas (including installing lighting and associated removable street furniture such as street or area name plates, columns, bollards, bins and seats) <p>in each case not so as to cause any such interference, obstruction or material reduction of the depth of soil subject to and conditional upon Southern Gas Networks PLC having given its prior written consent (not to be unreasonably withheld or delayed but may be given subject to reasonable conditions) to any such works, doing such works under the supervision of Southern Gas Networks PLC (if reasonably required by Southern Gas Networks PLC) and the landowner shall supply to Southern Gas Networks PLC with any application for such consent all reasonable information that it may require in order to consider any such request (including but not limited to drawings, risk assessments method statements and specifications).</p>
8/7	Acquisition of rights over and temporary possession and use of 748 square metres, or thereabouts, of wooded area situated to the south east of	SY502474	Such rights for the Acquiring Authority, its 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 M25 Junction 10/A3 Wislev Interchange	<p>So as to bind the land and every part thereof into whosoever hands the same may come and for the benefit and to protect Southern Gas Networks PLC's undertaking:</p> <p>(1) not to do anything or allow anything to be done on the land that may interfere</p>

	<p>Leighton House and to the south west of Stables Cottage, in the Borough of Elmbridge, designated as a registered park and garden.</p>	<p>Development Consent Order 2022 (Work No. 63(c)):</p> <ol style="list-style-type: none"> (1) To construct, operate, access and maintain a diversion to an existing gas pipeline and associated equipment; (2) To construct, inspect, access and maintain a highway fence. <p>The rights specified at (1) above include rights for Southern Gas Networks PLC, (and those authorised by it) to:</p> <ol style="list-style-type: none"> (a) at all reasonable times and on reasonable notice (except in case of inspecting and emergencies where no notice is required) to enter onto the land as reasonably required with or without vehicles, plant and equipment (at no expense to the landowner and in a proper and workmanlike manner): <ol style="list-style-type: none"> (i) install a pipeline (and other apparatus ancillary thereto) which shall be used for the transmission, storage and distribution of gas (or other materials and substances) ("Gas Main") below the present surface of the land and afterwards to use, retain, inspect, maintain, repair, alter, renew, replace, supplement, enlarge, connect into, operate, render unusable and/or remove the Gas Main; (ii) subject to not obstructing lawful access to the land, temporarily park a motor and/or a mechanical vehicle on the unbuilt upon parts of the land during the exercise of the rights pursuant to (i); (iii) break up the surface of and excavate so much of the land as may be reasonably necessary for the purpose of exercising the 	<p>with or damage the Gas Main or interfere with, impede or obstruct Southern Gas Networks PLC's (and those authorised by its) access to or use of the Gas Main;</p> <ol style="list-style-type: none"> (2) not to: <ol style="list-style-type: none"> (a) erect any building or structure or plant on through over or beneath a 7 metre strip on the land centred on the Gas Main or as otherwise notified to the landowner (the "Strip"); (b) plant or allow to grow any tree or shrub on through over or beneath the Strip; (c) change the level of the surface, ground cover or composition of the Strip; (d) drill, dig or break up the land within the Strip; (e) adversely affect the free flow and passage of gas or means of communication along or through the Gas Main <p>provided that in respect of the Strip nothing shall prevent the landowner from:</p> <ol style="list-style-type: none"> (i) installing any necessary service pipes, drains, wires or cables; and/or (ii) carrying on normal acts of good husbandry including fencing, hedging and ditching; and/or (iii) landscaping or constructing roads, cycleways, footpaths and parking areas (including installing lighting and associated removable street furniture such as street or area name plates, columns, bollards, bins and seats) <p>in each case not so as to cause any such interference, obstruction or material reduction of the depth of soil subject to and conditional upon Southern Gas Networks PLC having given</p>
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			<p>rights (pursuant to (i)) subject always to Southern Gas Networks PLC (and those authorised by it) causing as little damage as reasonably possible and making good any damage that it does cause, at its own expense, to the reasonable satisfaction of the landowner;</p> <p>(b) the full right of shelter and protection and vertical and lateral support for the benefit of the Gas Main from the land.</p>	<p>its prior written consent (not to be unreasonably withheld or delayed but may be given subject to reasonable conditions) to any such works, doing such works under the supervision of Southern Gas Networks PLC (if reasonably required by Southern Gas Networks PLC) and the landowner shall supply to Southern Gas Networks PLC with any application for such consent all reasonable information that it may require in order to consider any such request (including but not limited to drawings, risk assessments method statements and specifications).</p>
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SECOND SCHEDULE

Excluded Persons of general application

Affinity Water Limited

National Grid Electricity Transmission PLC

National Highways Limited

Southern Gas Networks PLC

South Eastern Power Networks PLC

EXECUTED as a **DEED**)
By affixing the common seal of)
NATIONAL HIGHWAYS LIMITED)
.....)
Director or Authorised Signatory)
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.....)
Director or Company secretary or Authorised Signatory)

