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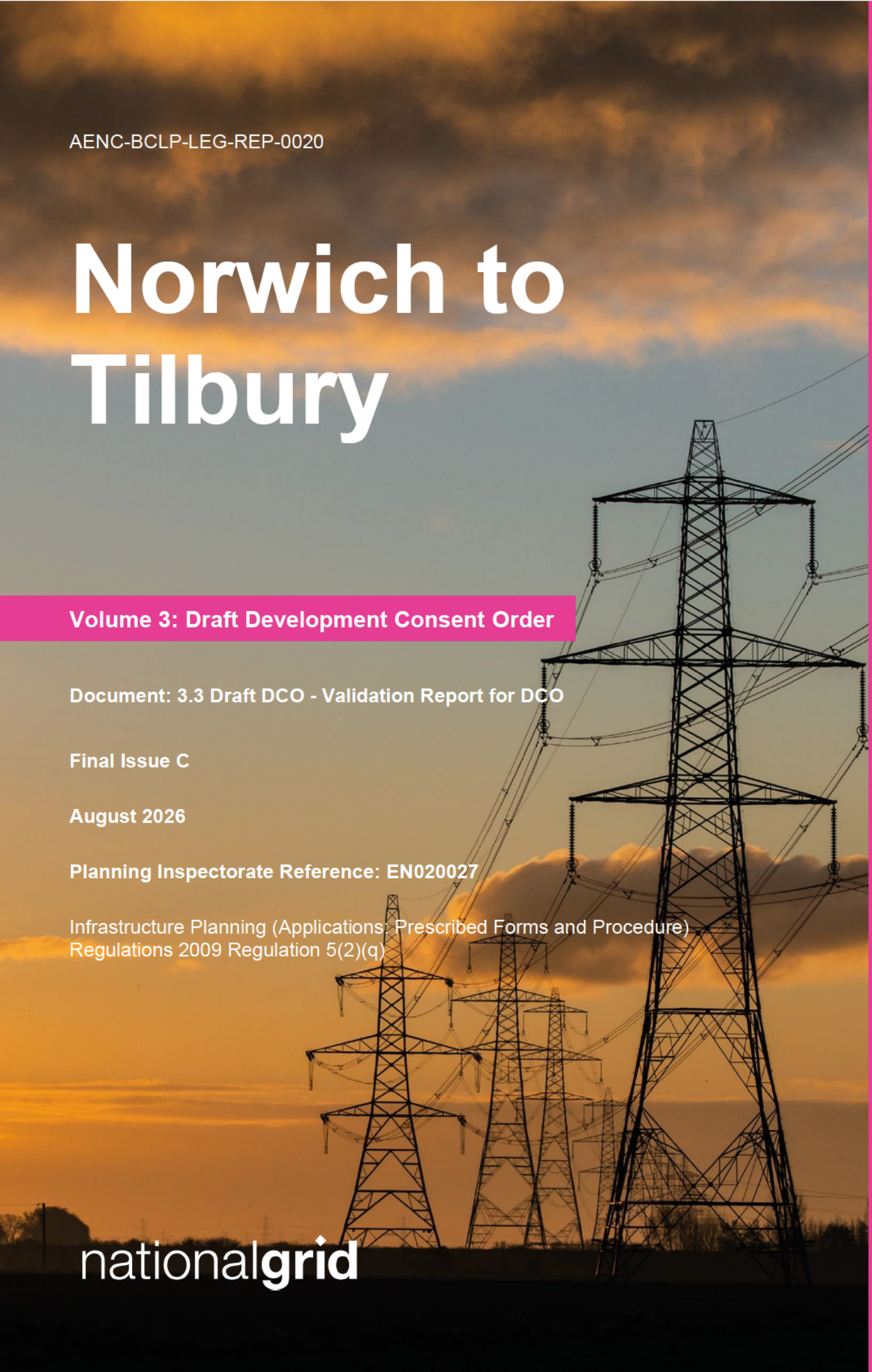

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STATUTORY INSTRUMENTS

20[XX] No. [XX]

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INFRASTRUCTURE PLANNING

The [Draft] National Grid (Norwich to Tilbury) Order 20[xx]

Made

Coming into force

Comment [ERR2]: Warning only High impact [e00023] The format of the Made date paragraph is incorrect

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An application under section 37 of the Planning Act 2008(**a**) (the "2008 Act") and in accordance with the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009(**b**) has been made to the Secretary of State for an order granting development consent.

The application has been examined by a panel of [xx] members ("the Panel"), appointed pursuant to Chapter 2 of Part 6 of the 2008 Act and carried out in accordance with Chapter 4 of Part 6 of the 2008 Act, and the Infrastructure Planning (Examination Procedure) Rules 2010(**c**).

The Panel, having examined the application with the documents that accompanied the application, and the representations made and not withdrawn, has, in accordance with section 74(2) of the 2008 Act, made a report and recommendation to the Secretary of State.

The Secretary of State has considered the report and recommendation of the Panel, has taken into account the environmental information in accordance with regulation 4 of the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017(**d**) and has had regard to the documents and matters referred to in section 104(2) of the 2008 Act.

The Secretary of State is satisfied that the special category land within the Order limits, when burdened with the rights imposed by this Order, will be no less advantageous than it was before to the persons in whom it is vested, other persons, if any, entitled to rights of common or other rights, and to the public; and that, accordingly, section 132(3) of the 2008 Act applies.

The Secretary of State, having decided the application, has determined to make an Order granting development consent for the development described in the application on terms that in the opinion of the Secretary of State are not materially different from those proposed in the application.

Accordingly, the Secretary of State, in exercise of the powers in sections 114, 115, 117, 120, 122 and 123 of the 2008 Act, makes the following Order:

PART 1

PRELIMINARY

Citation and commencement

1. This Order may be cited as the National Grid (Norwich to Tilbury) Order 20[●] and comes into force on [date].

Interpretation

2.—(1) In this Order, unless the context requires otherwise—

"1961 Act" means the Land Compensation Act 1961(**e**);

"1965 Act" means the Compulsory Purchase Act 1965(**a**);

(**a**) 2008 c. 29. Parts 1 to 7 were amended by Chapter 6 of Part 6 of the Localism Act 2011 (c. 20).
(**b**) S.I. 2009/2264, amended by S.I. 2010/439, S.I. 2010/602, S.I. 2012/635, S.I. 2012/2654, S.I. 2012/2732, S.I. 2013/522, S.I. 2013/755, S.I. 2014/469, S.I. 2014/2381, S.I. 2015/377, S.I. 2015/1682, S.I. 2017/524, S.I. 2017/572, S.I. 2018/378 and S.I. 2019/734, S.I 2020/1534, S.I 2020/764, S.I 2021/978, S.I. 2022/634, S.I. 2023/1071 and S.I. 2024/332.
(**c**) S.I. 2010/103, amended by S.I. 2012/635 and S.I. 2024/317.
(**d**) S.I. 2017/572, amended by S.I. 2017/1012, 2018/695, 2018/834, 2018/942, 2018/1232, 2020/764, 2020/904 and 2020/1534 and S.I. 2025/82.
(**e**) 1961 c. 33.

"1980 Act" means the Highways Act 1980(**b**);

"1981 Act" means the Compulsory Purchase (Vesting Declarations) Act 1981(**c**);

"1984 Act" means the Road Traffic Regulation Act 1984(**d**);

"1989 Act" means the Electricity Act 1989(**e**);

"1990 Act" means the Town and Country Planning Act 1990(**f**);

"1991 Act" means the New Roads and Street Works Act 1991(**g**);

"2003 Act" means the Communications Act 2003(**h**);

"2008 Act" means the Planning Act 2008(**i**);

"2016 Regulations" means The Environmental Permitting (England and Wales) Regulations 2016(**j**);

"2017 Regulations" means the Compulsory Purchase of Land (Vesting Declarations) (England) Regulations 2017(**k**);

"2025 Order" means the A122 (Lower Thames Crossing) Development Consent Order 2025(**l**);

"access, rights of way and public rights of navigation plans" means the plans listed in Part 1 of Schedule 2 (plans) and certified under article 60 as the access, rights of way and public rights of navigation plans by the Secretary of State for the purposes of this Order and references to a particular access, rights of way and public rights of navigation plan are to be construed accordingly;

["Ardleigh and Little Bromley landscape compensation, offsetting and enhancement area plan" means the plan entitled "Landscape compensation, offsetting and enhancement area plan: Ardleigh & Little Bromley" with drawing number 10059280-ARC-EGN-ZZ-DR-ZZ-00953 Rev A and certified as one of the landscape compensation, offsetting and enhancement area plans under article 60 (certification of documents);](**m**)

"authorised development" means the development described in Schedule 1 (authorised development), and any other development authorised by this Order, which is development within the meaning of section 32 of the 2008 Act;

"bank holiday" means a bank holiday in England and Wales under section 1 of the Banking and Financial Dealings Act 1971;

"biodiversity net gain report" means the biodiversity net gain report (document 7.1) certified by the Secretary of State as the biodiversity net gain report for the purpose of this Order under article 60 (certification of documents);

"book of reference" means the book of reference (document 4.3) certified under article 60 (certification of documents) by the Secretary of State as the book of reference for the purposes of this Order;

"BPA" means British Pipeline Agency Limited (registered company number 01228157);

"building" includes any structure or erection or any part of a building, structure or erection;

(**a**) 1965 c. 56.
(**b**) 1980 c. 66.
(**c**) 1981 c. 66.
(**d**) 1984 c. 27.
(**e**) 1989 c. 29.
(**f**) 1990 c. 8.
(**g**) 1991 c. 22.
(**h**) 2003 c.21.
(**i**) 2008 c.29.
(**j**) S.I.2016/1154.
(**k**) S.I. 2017/3.
(**l**) S.I. 2025/462
(**m**) [This definition is proposed on the same blue pencil basis as article [63] and Schedule [20]: see footnote [a] to article [63]. It should be deleted from the final made Order if article [63] and Schedule 20 are deleted, or retained with square brackets removed if they are retained. In either event, this footnote should be deleted.]

["Burstall and Bramford landscape compensation, offsetting and enhancement area plan" means the plan entitled "Landscape compensation, offsetting and enhancement area plan: Burstall & Bramford" with drawing number 10059280-ARC-EGN-ZZ-DR-ZZ-00952 Rev A and certified as one of the landscape compensation, offsetting and enhancement area plans under article 60 (certification of documents);](**a**)

"business day" means Monday to Friday excluding bank holidays and other public holidays;

"carriageway" has the same meaning as in the 1980 Act;

["Colne Valley (including Fordham, Ford Street and Aldham) landscape compensation, offsetting and enhancement area plan" means the plan entitled "Landscape compensation, offsetting and enhancement area plan: Colne Valley (including Fordham, Ford Street, Aldham)" with drawing number 10059280-ARC-EGN-ZZ-DR-ZZ-00954 Rev A and certified as one of the landscape compensation, offsetting and enhancement area plans under article 60 (certification of documents);](**b**)

"commence" means the carrying out of any material operation (as defined in section 155(2) (when development begins) of the 2008 Act) forming part of the authorised development other than the pre-commencement operations and "commencement" and "commenced" are to be construed accordingly;

"design and layout plans (elevations)" means those parts of the design and layout plans – subs & cables listed in Part 2 of Schedule 2 (plans) and certified under article 60 (certification of documents) showing the elevations of proposed equipment and proposed overhead line works, and references to a particular design and layout plan (elevations) are to be construed accordingly;

"design and layout plans (pylons)" means those parts of the design and layout plans – overhead lines listed in Part 2 of Schedule 2 (plans) and certified under article 60 (certification of documents) showing the pylon designs, and references to a particular design and layout plan (pylons) are to be construed accordingly;

"design approach for site specific infrastructure" means the document of that description (together with its appendices) (document 7.16) certified by the Secretary of State as the design approach for site specific infrastructure for the purposes of the Order under article 60 (certification of documents);

"DESNZ unit" means a group or body set up by or on behalf of the Secretary of State for the purpose of providing any consent, agreement or approval required by requirements contained in development consent orders including the requirements in this Order;

"detailed written schemes of investigation for mitigation areas" means—

(a) detailed written scheme of investigation: mitigation areas 102 (a, b, c and d) and 146 (document 8.18);

(b) detailed written scheme of investigation: mitigation areas 103a and 103b (document 8.19);

(c) detailed written scheme of investigation: mitigation areas 122a, b and c and 123 (document 8.20);

(d) detailed written scheme of investigation: mitigation areas 124, 136 (a and b), 137, 138, 141 and 142 (document 8.21);

(e) detailed written scheme of investigation: mitigation areas 126, 128 (a, b and c) and 140 (document 8.22);

(f) detailed written scheme of investigation: mitigation areas 109, 110, 111, 112 (a and b) and 139 (document 8.23); and

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(**a**) [This definition is proposed on the same blue pencil basis as article [63] and Schedule [20]: see footnote [a] to article [63]. It should be deleted from the final made Order if article [63] and Schedule 20 are deleted, or retained with square brackets removed if they are retained. In either event, this footnote should be deleted.]

(**b**) [This definition is proposed on the same blue pencil basis as article [63] and Schedule [20]: see footnote [a] to article [63]. It should be deleted from the final made Order if article [63] and Schedule 20 are deleted, or retained with square brackets removed if they are retained. In either event, this footnote should be deleted.]

(g) detailed written scheme of investigation: mitigation areas 113 (a and b), 114 and 115 (document 8.24),

certified by the Secretary of State as the detailed written schemes of investigation for mitigation areas for the purposes of this Order under article 60 (certification of documents);

"electric line" has the meaning set out in section 64(1) (interpretation etc. of Part 1) of the 1989 Act which includes but is not limited to new pylons, foundations and steelwork, conductors, insulators and fittings, fibre optic earthwire conductors, joint boxes, joint pits, joint bays, cables, cable ducts and link pillars;

"electronic transmission" means a communication transmitted—

(a) by means of an electronic communications network; or

(b) by other means but while in electronic form,

and in this definition "electronic communications network" has the same meaning as in section 32(1) (meaning of electronic communications networks and services) of the 2003 Act;

"environmental statement" means the environmental statement (document 6.1 to 6.21 (inclusive)) together with any supplemental or additional environmental information certified under article 60 (certification of documents) and any environmental statement submitted for the purposes of complying with and/or discharging the requirements;

["Gipping Valley landscape compensation, offsetting and enhancement area plan" means the plan entitled "Landscape compensation, offsetting and enhancement area plan: Gipping Valley" with drawing number 10059280-ARC-EGN-ZZ-DR-ZZ-00951 Rev A and certified as one of the landscape compensation, offsetting and enhancement area plans under article 60 (certification of documents);](**a**)

["Great and Little Waltham landscape compensation, offsetting and enhancement area plan" means the plan entitled "Landscape compensation, offsetting and enhancement area plan: Great & Little Waltham" with drawing number 10059280-ARC-EGN-ZZ-DR-ZZ-00955 Rev A and certified as one of the landscape compensation, offsetting and enhancement area plans under article 60 (certification of documents);](**b**)

"highway" and "highway authority" have the same meaning as in the 1980 Act;

["Hutton, Mountnessing and Havering's Grove landscape compensation, offsetting and enhancement area plan" means the plan entitled "Landscape compensation, offsetting and enhancement area plan: Hutton/Mountnessing/Havering's Grove" with drawing number 10059280-ARC-EGN-ZZ-DR-ZZ-00957 Rev A and certified as one of the landscape compensation, offsetting and enhancement area plans under article 60 (certification of documents);](**c**)

["Ingatestone and Buttsbury landscape compensation, offsetting and enhancement area plan" means the plan entitled "Landscape compensation, offsetting and enhancement area plan: Ingatestone & Buttsbury" with drawing number 10059280-ARC-EGN-ZZ-DR-ZZ-00956 Rev A and certified as one of the landscape compensation, offsetting and enhancement area plans under article 60 (certification of documents);](**d**)

(**a**) [This definition is proposed on the same blue pencil basis as article [63] and Schedule [20]: see footnote [a] to article [63]. It should be deleted from the final made Order if article [63] and Schedule 20 are deleted, or retained with square brackets removed if they are retained. In either event, this footnote should be deleted.]

(**b**) [This definition is proposed on the same blue pencil basis as article [63] and Schedule [20]: see footnote [a] to article [63]. It should be deleted from the final made Order if article [63] and Schedule 20 are deleted, or retained with square brackets removed if they are retained. In either event, this footnote should be deleted.]

(**c**) [This definition is proposed on the same blue pencil basis as article [63] and Schedule [20]: see footnote [a] to article [63]. It should be deleted from the final made Order if article [63] and Schedule 20 are deleted, or retained with square brackets removed if they are retained. In either event, this footnote should be deleted.]

(**d**) [This definition is proposed on the same blue pencil basis as article [63] and Schedule [20]: see footnote [a] to article [63]. It should be deleted from the final made Order if article [63] and Schedule 20 are deleted, or retained with square brackets removed if they are retained. In either event, this footnote should be deleted.]

"land plans" mean the relevant plans listed in Part 3 of Schedule 2 (plans) and certified under article 60 (certification of documents), and references to a particular land plan are to be construed accordingly;

["landscape compensation, offsetting and enhancement area plans" means the—

(a) Ardleigh and Little Bromley landscape compensation, offsetting and enhancement area plan;

(b) Burstall and Bramford landscape compensation, offsetting and enhancement area plan;

(c) Colne Valley (including Fordham, Ford Street and Aldham) landscape compensation, offsetting and enhancement area plan;

(d) Gipping Valley landscape compensation, offsetting and enhancement area plan;

(e) Great and Little Waltham landscape compensation, offsetting and enhancement area plan;

(f) Hutton, Mountnessing and Havering's Grove landscape compensation, offsetting and enhancement area plan;

(g) Ingatestone and Buttsbury landscape compensation, offsetting and enhancement area plan;

(h) Tilbury North landscape compensation, offsetting and enhancement area plan; and

(i) Waveney Valley (including Snow Street, Roydon Fen and Wortham Ling) landscape compensation, offsetting and enhancement area plan,

(together being document 8.35) and together certified as the landscape compensation, offsetting and enhancement area plans under article 60 (certification of documents);](**a**)

"limits of deviation" means the limits of deviation referred to in article 5 (limits of deviation) and shown on the works plans;

"LTC" means the Lower Thames Crossing project;

"LTC compensatory habitat works" means Work No. 20;

"LTC undertaker" means National Highways Limited (Company Number 09346363) or any other party to whom the benefit of the 2025 Order is transferred under any statutory provision;

"main river" has the same meaning as in Part 4 of the Water Resources Act 1991(**b**);

"maintain" includes inspect, repair, adjust, alter, dismantle, remove, clear, refurbish, paint, surface treat, decommission, improve, reconstruct or replace any part, but not remove, reconstruct or replace the whole, of the authorised development including through the use of robots, helicopters, drones, gadgets or similar devices either remotely controlled or autonomous, provided such works do not give rise to any materially new or materially different environmental effects to those identified in the environmental statement, and any derivative of "maintain" must be construed accordingly;

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

"open access land plans" means the relevant plans listed in Part 4 of Schedule 2 (plans) and certified under article 60 (certification of documents), and references to a particular open access land plan are to be construed accordingly;

"Openreach" means Openreach Limited (Company Number 10690039);

"operational use" occurs when the relevant part of the authorised development first transmits electricity after the date of its final commissioning—

(a) in respect of the National Grid works, at either 275 kilovolts or higher voltages; and

(b) in respect of the UKPN works, at either 230 volts or higher voltages;

(**a**) [This definition is proposed on the same blue pencil basis as article [63] and Schedule [20]: see footnote [a] to article [63]. It should be deleted from the final made Order if article [63] and Schedule 20 are deleted, or retained with square brackets removed if they are retained. In either event, this footnote should be deleted.]

(**b**) 1991 c. 57.

"Order land" means the land shown on the land plans and described in the book of reference excluding the white land;

"Order limits" means the limits shown on the works plans within which the authorised development may be carried out;

"outline archaeological mitigation strategy and outline written scheme of investigation" means the document of that description (document 7.5) certified by the Secretary of State as the outline archaeological mitigation strategy and outline written scheme of investigation for the purposes of this Order under article 60 (certification of documents), identifying steps to mitigate predicted effects on archaeology, geo-archaeology, palaeo-environmental and historic landscape heritage assets during construction of the authorised development;

"outline code of construction practice" means the document of that description (together with its appendices) (document 7.2) certified by the Secretary of State as the outline code of construction practice for the purposes of this Order under article 60 (certification of documents);

"outline construction traffic management plan" means the document of that description (together with its appendices) (document 7.3) certified by the Secretary of State as the outline construction traffic management plan for the purposes of this Order under article 60 (certification of documents);

"outline employment and skills plan" means the document of that description (together with its appendices) (document 8.13) certified by the Secretary of State as the outline employment and skills plan for the purposes of this Order under article 60 (certification of documents);

"outline landscape and ecological management plan" means the document of that description (together with its appendices) (document 7.4) certified by the Secretary of State as the outline landscape and ecological management plan for the purposes of this Order under article 60 (certification of documents);

"outline off site planting delivery scheme" means the document of that description (together with its appendices) (document 8.28) certified by the Secretary of State as the outline off site planting delivery scheme for the purposes of this Order under article 60 (certification of documents);

"outline public rights of way management plan" means the document of that description (together with its appendices) (document 7.6) certified by the Secretary of State as the outline public rights of way management plan for the purposes of this Order under article 60 (certification of documents);

"owner", in relation to land, has the same meaning as in section 7 of the Acquisition of Land Act 1981(**a**);

"permit scheme" means any scheme made under Part 3 of the Traffic Management Act 2004(**b**) as in force at the date on which this Order is made including The Traffic Management (Norfolk County Council) Permit Scheme Order 2014 (as varied by The Norfolk County Council (Traffic Management (Norfolk County Council) Permit Scheme Order 2014) (Traffic Management Act 2004) Variation Order 2015, the Traffic Management (Suffolk County Council) Permit Scheme Order 2020, The Essex County Council Permit Scheme Order 2015(**c**) (as varied by the Essex County Council (Permit Scheme) (Variation) Order 2015 or The Traffic Management (Thurrock Council) Permit Scheme Order 2017;

"pre-commencement operations" means operations consisting of engineering investigations and surveys, environmental (including archaeological) investigations and monitoring, listed building surveys, surveys and monitoring investigations for the purpose of assessing ground conditions, diversion and laying of services, protection works comprising utilities protection works or fencing and protection slabs, demolition of existing buildings, site clearance,

(**a**) 1981 c. 67. Section 7 was amended by section 70 of, and paragraph 9 of Schedule 15 (Part 1) to, the Planning and Compensation Act 1991 (c. 34). There are other amendments to the 1981 Act which are not relevant to this Order.
(**b**) 2004 c.18.
(**c**) S.I. 2015/37.

environmental (including archaeological) mitigation measures, remediation in respect of any contamination or other adverse ground conditions, set up works associated with the establishment of construction compounds and temporary laydown areas, receipt and erection of construction plant and equipment, temporary accesses, erection of any temporary means of enclosure or temporary demarcation fencing marking out site boundaries and the temporary display of site notices or advertisements;

"provisional advance authorisation" has the same meaning as in regulation 2 of the Traffic Management Permit Scheme Regulations 2007(**a**);

"relevant county planning authority" means, in any given provision of this Order, the county planning authority (which has the meaning given in Part I (Planning Authorities) of the 1990 Act) for the area to which the provision relates or any successor exercising its functions as local planning authority for the purposes of that Part;

"relevant highway authority" means, in any given provision of this Order, the local or national highway authority for the area to which the provision relates and any successor in function;

"relevant planning authority" means, in any given provision of this Order (except in article 56 (safeguarding) and subject to paragraph 1(6) of Schedule 3 (requirements) and paragraph 1(1) of Schedule 4 (discharge of requirements))—

(a) for an area to which the provision relates in respect of which there is both a district planning authority and a county planning authority for the purposes of Part I (Planning Authorities) of the 1990 Act, the district planning authority; and

(b) for an area to which the provision relates in respect of which there is only one local planning authority for the purposes of that Part, that one local planning authority,

or any successor exercising its functions as local planning authority for the purposes of that Part;

"relevant street authority" means, in any given provision of this Order, the local highway authority for the area to which the provision relates ;

"requirements" means the requirements listed in Schedule 3, and any reference to a numbered requirement is to be construed accordingly;

"special category and Crown land plans" means the plans listed in Part 5 of Schedule 2 (plans) and certified under article 60 (certification of documents) and references to a particular special category and Crown land plan are to be construed accordingly;

"statutory undertaker" means any person falling within section 127(8) of the 2008 Act;

"street" means a street within the meaning of section 48 of the 1991 Act, together with land on the verge of a street or between two carriageways, and includes part of a street;

"street authority", in relation to a street, has the same meaning as in Part 3 of the 1991 Act;

"temporary construction works" means the temporary construction works described in Schedule 1 (authorised development) to the Order;

"the table of parameters" means the information shown on the sheets labelled as Table of Parameters within the works plans;

"Thurrock Council" means the relevant planning authority known as Thurrock Council or any successor exercising its functions as local planning authority;

["Tilbury North landscape compensation, offsetting and enhancement area plan" means the plan entitled "Landscape compensation, offsetting and enhancement area plan: Tilbury North" with drawing number 10059280-ARC-EGN-ZZ-DR-ZZ-00958 Rev A and certified as one of the landscape compensation, offsetting and enhancement area plans under article 60 (certification of documents);](**b**)

"traffic" has the same meaning as in section 329(1) of the 1980 Act;

(**a**) S.I. 2007/3372.

(**b**) [This definition is proposed on the same blue pencil basis as article [63] and Schedule [20]: see footnote [a] to article [63]. It should be deleted from the final made Order if article [63] and Schedule 20 are deleted, or retained with square brackets removed if they are retained. In either event, this footnote should be deleted.]

"traffic authority" has the same meaning as in the 1984 Act;

"traffic regulation order plans" mean the plans listed in Part 6 of Schedule 2 (plans) and certified under article 60 (certification of documents), and references to a particular traffic regulation order plan are to be construed accordingly;

"trees and hedgerows to be removed and/or managed plans" means the plans listed in Part 7 of Schedule 2 (plans) and certified under article 60 (certification of documents), and references to a particular trees and hedgerows to be removed and/or managed plan is to be construed accordingly;

"the tribunal" means the Lands Chamber of the Upper Tribunal;

"UKOP" means United Kingdom Oil Pipelines Ltd (registered company number 00746708) and BPA as agent for United Kingdom Oil Pipelines Ltd and includes their respective successors in title and assigns;

"UKOP protective works" means those works specified in Work No. 17A and such associated development not listed within Work No. 17A as is set out in Schedule 1 (authorised development) and which is necessary or expedient for the purposes of or in connection with the construction or maintenance of that Work No.;

"UKPN" means UK Power Networks Holdings Limited (registered company number 07290590) and/or its affiliate Eastern Power Networks plc (registered company number 02366906);

"UKPN works" means those works to UKPN assets or equipment forming part of the authorised development, including Work Nos. 25 to 36 and such associated development not listed within Work Nos. 25 to 36 as is set out in Schedule 1 (authorised development) and which is necessary or expedient for the purposes of or in connection with the construction or maintenance of those Work Nos.;

"undertaker"—

(a) in relation to the authorised development, means National Grid;

(b) in relation to the UKPN works and subject to paragraph (5) of article 6 (benefit of Order), includes UKPN; and

(c) in relation to the UKOP protective works, means UKOP.

"watercourse" includes all rivers, streams, ditches, drains, canals, cuts, culverts, dykes, sluices, rhynes, sewers and passages through which water flows except a public sewer or drain; and

["Waveney Valley (including Snow Street, Roydon Fen and Wortham Ling) landscape compensation, offsetting and enhancement area plan" means the plan entitled "Landscape compensation, offsetting and enhancement area plan: Waveney Valley (including Snow Street, Roydon Fen and Wortham Ling)" with drawing number 10059280-ARC-EGN-ZZ-DR-ZZ-00946 Rev A and certified as one of the landscape compensation, offsetting and enhancement area plans under article 60 (certification of documents);](**a**)

"white land" means the land uncoloured (white) and identified as "Class 8 – Land not subject to powers of temporary acquisition nor temporary use" on the land plans and recorded as Class 8 in table 2.1 of the book of reference;

"works plans" means the plans listed in Part 8 of Schedule 2 (plans) and certified under article 60 (certification of documents), and references to a particular works plan are to be construed accordingly.

(2) References in this Order to rights over land include references to rights to do, or to place and maintain, anything in, on or under land or in the airspace above its surface and references in this Order to the imposition of restrictions in respect of land are references to restrictions over land

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(**a**) [This definition is proposed on the same blue pencil basis as article [63] and Schedule [20]: see footnote [a] to article [63]. It should be deleted from the final made Order if article [63] and Schedule 20 are deleted, or retained with square brackets removed if they are retained. In either event, this footnote should be deleted.]

which interfere with the interests or rights of another and are for the benefit of land which is acquired under this Order, or over which rights are created or acquired under this Order, or which is otherwise comprised in the Order limits.

(3) All distances, directions, levels, heights and lengths referred to in this Order and in any plans and documents certified under article 60 (certification of documents), are approximate. Distances between points on a work comprised in the authorised development are taken to be measured along that work. All distances for scheduled linear works referred to in this Order are measured along the centre line of the limits of deviation for that work. All pylon identification numbers set out in this Order are identified by reference to the pylon locations along the centre line of such works, and are subject to the limits of deviation for that work, such that the number of pylons, the pylon numbering and the height and location of pylons may adjust in accordance with the limits of deviation identified in article 5 (limits of deviation). Where the tables of parameters in the works plans refer to ground levels, they refer to existing ground levels along the centre line shown on the works plans, and may be different due to horizontal limits of deviation. Unless otherwise specified in article 5 (limits of deviation) and Schedule 1 (authorised development), heights and depths in this Order or on the works plans are measured from the proposed final ground level.

(4) All areas described in square metres in the book of reference are approximate.

(5) References in this Order to points identified by letters or numbers are to be construed as references to points so lettered or numbered on the plans to which the reference relates.

(6) References in this Order to numbered Works are references to the Works as numbered in Schedule 1 (authorised development).

(7) References in this Order to "document" followed by a number or numbers are references to documents submitted by National Grid in support of the application for development consent that resulted in the making of this Order.

(8) References in this Order to any statutory body includes that body's successor in respect of functions which are relevant to this Order.

(9) References in this Order to any statute, order, regulation or similar instrument are to be construed as a reference to the statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

(10) References in this Order to materially new or materially different environmental effects to those identified in the Environmental Statement are not to be construed so as to include the avoidance, removal or reduction of an adverse environmental effect or positive environmental effect, or the increase of an assessed positive environmental effect, that was reported in the Environmental Statement as a result of the authorised development.

PART 2

PRINCIPAL POWERS

Development consent etc. granted by the Order

3.—(1) Subject to the provisions of this Order (including the requirements) National Grid is granted development consent for the authorised development set out in Schedule 1 (authorised development).

(2) National Grid may—

(a) install and keep installed the authorised development;

(b) remove or replace any electric line including pylons or poles that may require removal as part of the authorised development.

(3) UKPN may—

(a) subject to paragraphs (3), (4) and (5) of article 6 (benefit of Order) carry out the UKPN works; and

(b) remove or replace any electric line including pylons or poles that may require removal in relation to the UKPN works.

(4) UKOP may, subject to paragraph (3) of article 6 (benefit of Order) carry out the UKOP protective works.

(5) National Grid may operate and use the authorised development (excluding the UKPN works and the UKOP protective works) as part of the high-voltage electricity transmission system in England and Wales.

(6) UKPN may operate and use the electric line and any other elements of the UKPN works as part of the electricity distribution network.

(7) For the purposes of the authorised development, development consent granted by this Order is to include and permit the alteration, removal, clearance, refurbishment, reconstruction and demolition of any buildings or other structures within the Order limits to the extent that they relate to, are required by or are incidental to the carrying out of the authorised development.

(8) The authorised development must be constructed and installed in the lines and situations shown on the works plans, subject to article 5 (limits of deviation) and to the requirements.

(9) Schedule 3 (requirements) has effect.

Maintenance of authorised development

4.—(1) National Grid may at any time maintain the authorised development (excluding both the UKPN works and the UKOP protective works), except to the extent that this Order, or an agreement made under this Order, provides otherwise.

(2) UKPN may at any time maintain the UKPN works, except to the extent that this Order, or an agreement made under this Order, provides otherwise.

(3) UKOP may at any time maintain the UKOP protective works, except to the extent that this Order, or an agreement made under this Order, provides otherwise.

Limits of deviation

5.—(1) Subject to paragraphs (4), (5) and (6), in respect of the overhead electric line and underground electric line works forming part of the authorised development for which it is granted development consent by paragraph (1) of article 3 (development consent etc. granted by the Order), the undertaker may—

(a) deviate from the lines or situations shown on the works plans within the limits of deviation relating to a Work shown on those plans and carry out construction activities for the purpose of the authorised development anywhere within the Order limits; and

(b) in respect of the pylons deviate vertically as set out in the table of parameters—

(i) to any extent upwards not exceeding 6 metres save in respect of pylons TB238 to TB243 (inclusive) which may deviate vertically to any extent upwards not exceeding 18 metres;

(ii) to such extent downwards as the undertaker considers necessary or convenient;

(c) in respect of the overhead conductors and fibre-optic earth wires deviate vertically to such extent as the undertaker considers necessary or convenient;

(d) in respect of the underground electric line, deviate vertically—

(i) upwards such that the minimum distance that will be kept between the top of the protective tiles or (where there are no protective tiles) the top of the cable ducts and the top of the finished ground level is 0.9 metres (except that this minimum distance does not apply to link pillars, chambers or within substations and converter stations); and

(ii) downwards to such extent as the undertaker considers necessary or convenient.

(2) Without prejudice to article 3(8) the removal, clearance, decommissioning and demolition of any existing electric line may take place within the Order limits;

(3) Subject to paragraph (4), in respect of permanent above ground structures, erections and apparatus forming part of the authorised development, including substations, converter stations and cable sealing end compounds, other than the overhead electric line and underground electric line to which paragraph (1) refers—

(a) the authorised development is to be carried out within any applicable non-linear limits of deviation shown on the works plans; and

(b) the undertaker may deviate to any extent upwards not exceeding 10% above the maximum height shown on the table of parameters and to such extent downwards as the undertaker considers necessary or convenient.

(4) The maximum limits of vertical deviation specified in paragraphs (1)(b), (1)(d) and (3)(b) do not apply where it is demonstrated by the undertaker to the Secretary of State's satisfaction and the Secretary of State, following consultation with the relevant planning authority and any other person the Secretary of State considers appropriate having regard to the proposed deviation in question and the statutory roles and responsibilities of such person, certifies accordingly that a deviation in excess of these limits would not give rise to any materially new or materially different environmental effects to those identified in the Environmental Statement.

(5) The vertical upwards limits of deviation in this article 5 and set out in the table of parameters in Section B of the works plans, do not apply to any pylons, overhead transmission electric lines, conductors, insulators, fibre optic conductors and fittings or any other structures forming part of Work No.2 (overhead transmission electric line (Route RG) from Norwich Main Substation to Bramford Substation) as shown on Section B Sheet 14 of the works plans, that are fully or partially located within the area bounded by the following grid references:

606287, 253585

606438, 253660

606936, 254836

606847, 254868

(6) In respect of the temporary diversions of existing UKPN overhead electric lines forming part of Work No.s 25 (PKF), 26 (EEPK), 27 (PI), 28 (PHB), 29 (PLD), 30 (PCB), 31 (PSB), 32 (PUB), 33 (PSC), 35 (PAB), 36 (PAB), deviate only so that the temporary diversions are closer to the existing UKPN line, subject to the limitations of UKPN Engineering Construction Standard ECS 01-1002, in conjunction with Energy Networks Association (ENA) Technical Specification 43-8.

Benefit of Order

6.—(1) Subject to article 7 (consent to transfer benefit of Order), the provisions of this Order have effect solely for the benefit of—

(a) National Grid in respect of the authorised development;

(b) subject to paragraph (5), UKPN in respect of the UKPN works;

(c) UKOP in respect of the UKOP protective works; and

(d) LTC undertaker in respect of the LTC compensatory habitat works.

(2) Paragraph (1) does not apply to the benefit of the consent granted by this Order for works carried out by the undertaker for the benefit or protection of land or persons (including statutory undertakers) affected by the authorised development.

(3) Except in accordance with the written consent of National Grid, which may be granted subject to reasonable conditions, UKPN may not carry out the UKPN works under article 3(3)(a) and UKOP may not carry out the UKOP protective works under article 3(4) (development consent etc. granted by the Order).

(4) If UKPN fails to carry out any of the UKPN works in accordance with National Grid's consent, National Grid may give UKPN and the Secretary of State notice that National Grid intends to carry out those UKPN works under article 3(3)(a) (development consent etc. granted by the Order) from a date specified in the notice.

(5) On the date specified in any notice under paragraph (4) of this article—

(a) UKPN is to cease to have the benefit of article 3(3) (development consent etc. granted by the Order) and sub-paragraph (1)(b) of this article;

(b) UKPN is to cease to be an undertaker for the installation of the UKPN works but remains an undertaker for the purposes of keeping installed and maintaining the electric lines included in the UKPN works; and

(c) references to UKPN in article 28 (temporary use of land by UKPN and UKOP) are to be read as including National Grid.

(6) No person may be—

(a) held liable in any manner for breaching or otherwise failing to comply with a term of this Order except where they are the person who (as applicable) has carried out, or caused to be carried out, that part of the authorised development to which the breach or failure relates or has exercised, or caused to be exercised, the provision of this Order to which the breach or failure relates; or

(b) required to comply with a term of this Order except where they are the person who (as applicable) has carried out, or caused to be carried out, that part of the authorised development to which the term relates or has exercised, or caused to be exercised, the provision of this Order to which the term relates.

Consent to transfer benefit of Order

7.—(1) National Grid in relation to the authorised development (not including the UKPN works or the UKOP protective works), UKPN in relation to the UKPN works and UKOP in relation to the UKOP protective works, may, with the consent of the Secretary of State—

(a) transfer to another person ("the transferee") any or all of the benefit of the provisions of this Order and such related statutory rights as may be agreed between National Grid or UKPN or UKOP and the transferee;

(b) grant to another person ("the lessee") for a period agreed between National Grid or UKPN or UKOP and the lessee any or all of the benefit of the provisions of this Order and such related statutory rights as may be so agreed.

(2) Where a transfer or grant has been made in accordance with paragraph (1) references in this Order to National Grid, UKPN or UKOP (as the case may be), except in paragraphs (3) and (4) are to include references to the transferee or the lessee.

(3) The exercise by a person of any benefits or rights transferred or granted in accordance with any transfer or grant under paragraph (1) is subject to the same restrictions, liabilities and obligations as would apply under this Order if those benefits or rights were exercised by (as the case may be) National Grid, UKPN or UKOP, save where those benefits or rights are exercised by a statutory undertaker (which for the purposes of this article includes any entity listed in paragraph (7)), or by an owner or occupier of land pursuant to paragraph (2) of article 25 (compulsory acquisition of rights) of this Order, in which case liability for the payment of compensation on the terms of this Order remains with National Grid.

(4) Any rights or benefits in relation to the UKPN works or the UKOP protective works that are transferred or granted by UKPN or UKOP (as the case may be) under paragraph (1) are subject to paragraphs (3) to (5) of article 6 (benefit of Order) as if they had remained exercisable by UKPN or UKOP (as the case may be).

(5) Where a transfer or grant has been made in accordance with paragraph (1), the undertaker must notify the relevant planning authority of the same.

(6) The consent of the Secretary of State under this article is not required where the powers of article 25(1) (compulsory acquisition of rights) are, with the consent of the undertaker, proposed to be exercised by a statutory undertaker rather than by National Grid.

(7) The consent of the Secretary of State is not required under this article, where the transfer or grant of the benefit of a provision of this Order is made to Openreach for the purpose of diverting or replacing Openreach's owned or managed structures, apparatus or equipment insofar as such

diversion or replacement forms part of the authorised development described in Schedule 1 and is contained within the Order limits.

Application of the 1990 Act

8.—(1) In respect of the temporary construction works, section 57(2) of the 1990 Act (planning permission required for development) applies as if the development consent granted by this Order were planning permission granted for a limited period.

(2) Development consent granted by this Order is to be treated as specific planning permission for the purposes of section 264(3)(a) of the 1990 Act (cases in which land is to be treated as not being operational land).

(3) In the exercise of the power under paragraphs (1) and (2) of article 11 (street works) the undertaker is to be deemed to be the highway authority for the purposes of section 55(2)(b) of the 1990 Act.

(4) For the purposes of the 1990 Act, the UKOP protective works are deemed not to involve the development of land requiring planning permission.

Application of the Community Infrastructure Levy Regulations 2010

9. Notwithstanding the provisions of section 208 (liability) of the 2008 Act, for the purposes of regulation 6 of the Community Infrastructure Levy Regulations 2010(**a**) any building comprised in the authorised development is deemed to be—

(a) a building into which people do not normally go; or

(b) a building into which people go only intermittently for the purpose of inspecting or maintaining fixed plant or machinery.

Planning Permission and other consents

10.—(1) If planning permission is issued pursuant to the 1990 Act for development any part of which is within the Order limits that is—

(a) not itself a nationally significant infrastructure project under the 2008 Act or part of such a project; and

(b) required to complete or enable the construction, use or operation of any part of the development authorised by this Order,

then the carrying out, use or operation of such development pursuant to the terms of the planning permission does not constitute a breach of the terms of this Order.

(2) To the extent any development carried out or used pursuant to a planning permission granted under the 1990 Act or development consent granted under the 2008 Act or compliance with any conditions of that permission or requirements of that development consent is inconsistent with the exercise of any power or right under this Order or the authorised development—

(a) that inconsistency is to be disregarded for the purposes of establishing whether any development which is the subject matter of that planning permission or development consent is capable of physical implementation; and

(b) in respect of that inconsistency, no enforcement action under the 1990 Act or the 2008 Act may be taken in relation to development carried out or used pursuant to that planning permission or development consent whether inside or outside the Order limits.

(3) Any development or any part of a development within the Order limits which is constructed or used under the authority of a planning permission granted under the 1990 Act or of a development consent granted under the 2008 Act, including permissions or development consents falling under paragraph (1) or (2) or otherwise, is deemed not to be a breach of, or inconsistent

(**a**) S.I. 2010/948.

with, this Order and will not prevent the authorised development being carried out or used or any other power or right under this Order being exercised.

(4) Where any development to which this article relates is carried out or used pursuant to a planning permission granted under the 1990 Act or development consent granted under the 2008 Act, nothing in this article prevents any enforcement action under the 1990 Act or the 2008 Act being taken in relation to any breach of that permission or consent where that breach is not an inconsistency for the purposes of paragraph (2).

PART 3

STREETS

Street works

11.—(1) The undertaker may, for the purposes of the authorised development, or for purposes ancillary to it, enter upon so much of any of the streets specified in column (2) of Schedule 5 (streets subject to street works) as is within the Order limits and may without the consent of the street authority—

(a) break up or open the street, or any sewer, drain or tunnel within or under it;

(b) tunnel, drill or bore under the street, or carry out any works to strengthen or repair the carriageway;

(c) remove or use all earth and materials in or under the street;

(d) place and keep apparatus or furniture (including signage) in or on the street;

(e) maintain, renew or alter apparatus or furniture (including signage) in or on the street or change its position;

(f) reinstate or construct new pavement;

(g) execute any works to provide or improve sight lines required by the relevant highway authority;

(h) execute and maintain any works to provide, renew or alter hard and soft landscaping, drainage and any other works for the benefit or protection of the environment;

(i) carry out re-lining and placement of new temporary or permanent markings; and

(j) execute any works required for or incidental to any works referred to in sub-paragraphs (a) to (i).

(2) Without limiting the scope of the powers conferred by paragraph (1) but subject to the consent of the street authority, which consent must not be unreasonably withheld or delayed, the undertaker may, for the purposes of the authorised development, or for purposes ancillary to it, enter on so much of any other street whether or not within the Order limits for the purposes set out at sub-paragraphs (1)(a) to (j) and carry out any activity set out in those sub-paragraphs; and paragraph (3) of article 8 (application of the 1990 Act) applies in relation to such entry and activity.

(3) If a street authority that receives an application for consent under paragraph (2) fails to notify the undertaker of its decision within 25 business days (or such other period agreed by the street authority and the undertaker) beginning with the date on which the application was received, that authority will be deemed to have granted consent.

(4) Any application for consent under paragraph (2) must include a statement that the provisions of paragraph (3) apply to that application.

(5) If an application for consent under paragraph (2) does not include the statement required under paragraph (4) then the provisions of paragraph (3) will not apply to that application.

(6) The authority given by paragraph (1) or (2) is a statutory right for the purposes of sections 48(3) (streets, street works and undertakers) and 51(1) (prohibition of unauthorised street works) of the 1991 Act.

(7) The powers conferred in paragraphs (1) and (2) are without limitation of the powers of the undertaker under the 1989 Act(**a**).

(8) In this article "apparatus" has the meaning given in Part 3 of the 1991 Act.

Application of the Permit Schemes

12.—(1) The permit schemes apply to the construction and maintenance of the authorised development and will have effect in connection with the exercise by the undertaker of any powers conferred by this Part subject to the provisions of this article.

(2) For the purposes of this Order—

(a) a permit may not be refused or granted subject to conditions which relate to the imposition of moratoria;

(b) a permit may not be granted subject to conditions where compliance with those conditions would constitute a breach of this Order or where the undertaker would be unable to comply with those conditions through the exercise of the powers conferred by this Order;

(c) a permit may not be refused where the proposed reason for refusal is the inability to impose a condition which will not comply with sub-paragraph (b);

(d) where a provisional advance authorisation has been granted to the undertaker in advance of the grant of a permit in relation to the construction of the authorised development, the relevant highway authority may not grant a permit for any other works in the location during the time period to which that provisional advance authorisation relates save that nothing will restrict the ability of the relevant highway authority to grant a permit for immediate works; and

(e) where the undertaker submits an application for a permit in relation to the construction or maintenance of the authorised development and the relevant highway authority fails to communicate its decision on that application within the lesser of—

(i) such period as the permit scheme provides for the communication of the decision in question; or

(ii) 20 business days of receiving the application,

(or such other period as may be agreed in writing between the relevant highway authority and the undertaker), the relevant highway authority is deemed to have granted the permit on the terms applied for; and

(f) where there is any inconsistency between the terms of any permit scheme and this Order regarding the timescales within which a relevant highway authority must communicate its decision on any application for a permit made pursuant to a permit scheme in connection with the authorised development—

(i) the timescales set out in this Order take precedence over any conflicting timescale under the permit scheme; and

(ii) any deemed consent provision under this Order continues to apply notwithstanding any differing provision in the permit scheme,

unless otherwise agreed in writing between the relevant highway authority and the undertaker.

(3) Irrespective of anything which is stated to the contrary within the permit schemes, where the undertaker submits an application for a permit in relation to the construction or maintenance of the authorised development subject to proposed conditions and the relevant highway authority wishes for different conditions to be imposed on the permit, the relevant highway authority must seek to reach agreement with the undertaker on the conditions subject to which the permit is to be granted and provide alternative permit conditions, as appropriate, to the undertaker within 10 business days following the date on which the application for the permit is made by the undertaker and

(**a**) 1989 c.29.

must not refuse an application for a permit before the end of the period which is five business days following the date on which the alternative permit conditions are provided to the undertaker.

(4) Where the undertaker confirms its agreement to the alternative permit conditions provided by the relevant highway authority pursuant to paragraph (3) before the expiry of five business days following the date on which any such alternative permit conditions are provided to the undertaker, the relevant highway authority must grant the permit subject to those conditions.

(5) Any alternative permit conditions provided by a relevant highway authority in accordance with paragraph (3) must comply with paragraph (2)(b).

(6) References to moratoria in paragraph (2) mean restrictions imposed under section 58 (restrictions on works following substantial road works) or section 58A (restrictions on works following substantial street works) of the 1991 Act.

(7) Reference to immediate works in paragraph (2)(d) means emergency works as that term is defined in section 52 of the 1991 Act and urgent works as that term is defined in regulation 3(1) of the Street Works (Registers, Notices, Directions and Designations) (England) Regulations 2007(**a**).

(8) Without restricting the undertaker's recourse to any alternative review, adjudication or appeal mechanism which may be available under the permit schemes or otherwise, the undertaker may appeal any decision to refuse to grant a permit or to grant a permit subject to conditions pursuant to the permit schemes in accordance with the mechanism set out in Schedule 4 (discharge of requirements) of this Order except that upon the undertaker submitting an appeal to the Secretary of State pursuant to that Schedule in respect of such a decision, neither the undertaker nor any other party may use, or continue to use, the alternative review, adjudication or appeal mechanism in relation to that decision and any such alternative review, adjudication or appeal commenced must cease and neither its process nor its determination will have any effect.

Application of the 1991 Act

13.—(1) Works carried out under this Order in relation to a highway which consists of or includes a carriageway must be treated for the purposes of Part 3 of the 1991 Act (street works in England and Wales) as major highway works if—

(a) they are of a description mentioned in any of paragraphs (a), (c) to (e), (g) and (h) of section 86(3) of the 1991 Act (highway authorities, highways and related matters); or

(b) they are works which, had they been executed by the relevant highway authority, might have been carried out in exercise of the powers conferred by section 64 (dual carriageways and roundabouts) or section 184 (vehicle crossings over footways and verges) of the 1980 Act.

(2) In Part 3 of the 1991 Act, in relation to works which are major highway works by virtue of paragraph (1), references to the highway authority concerned are to be construed as references to the undertaker.

(3) The following provisions of the 1991 Act do not apply in relation to any works executed under the powers of this Order—

(a) section 56 (power to give directions as to timing of street works);

(b) section 56A (power to give directions as to placing of apparatus);

(c) section 58 (restrictions on works following substantial road works);

(d) section 58A (restriction on works following substantial street works);

(e) section 73A (power to require undertaker to re-surface street);

(f) section 73B (power to specify timing etc. of re-surfacing);

(g) section 73C (materials, workmanship and standard of re-surfacing);

(h) section 78A (contributions to costs of re-surfacing by undertaker); and

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(**a**) S.I. 2007/1951.

(i) Schedule 3A (restriction on works following substantial street works).

(4) The following provisions of the 1991 Act do not apply in relation to any works executed under article 12 (application of the Permit Schemes) of this Order—

(a) section 53 (the street works register);

(b) section 54 (advance notice of works);

(c) section 55 (notice of starting date of certain works);

(d) section 57 (notice of emergency works); and

(e) section 66 (avoidance of unnecessary delay or obstruction).

(5) The provisions of the 1991 Act mentioned in paragraph (6) (which, together with other provisions of that Act, apply in relation to the carrying out of street works) and any regulations made, or code of practice issued or approved under those provisions, apply (with necessary modifications) in relation to any closure, alteration or diversion of a street of a temporary nature by the undertaker under the powers conferred by article 16 (temporary closure of streets and public rights of way) whether or not the closure, alteration or diversion constitutes street works within the meaning of that Act.

(6) The provisions of the 1991 Act referred to in paragraph (5) are—

(a) section 54 (advance notice of certain works), subject to paragraph (7);

(b) section 55 (notice of starting date of works), subject to paragraph (7);

(c) section 57 (notice of emergency works);

(d) section 59 (general duty of street authority to co-ordinate works);

(e) section 60 (general duty of undertakers to co-operate);

(f) section 68 (facilities to be afforded to street authority);

(g) section 69 (works likely to affect other apparatus in the street);

(h) section 71 (materials, workmanship and standard of reinstatement);

(i) section 76 (liability for cost of temporary traffic regulation);

(j) section 77 (liability for cost of use of alternative route); and

(k) all such other provisions as apply for the purposes of the provisions mentioned in sub-paragraphs (a) to (k).

(7) Sections 54 and 55 of the 1991 Act as applied by paragraph (5) have effect as if references in section 57 of that Act to emergency works were references to a stopping up, closure, alteration or diversion (as the case may be) required in a case of emergency.

Power to alter layout, etc. of streets

14.—(1) The undertaker may, without the consent of the street authority, and for the purposes of carrying out the authorised development, permanently or temporarily alter the layout of, or carry out any works in, a street specified in column (1) of Part 1 or 2 of Schedule 6 (streets subject to alteration of layout) in the manner specified in relation to that street in column (2).

(2) Without limitation on the specific powers conferred by paragraph (1), but subject to paragraph (4), the undertaker may, for the purposes of constructing and maintaining the authorised development, permanently or temporarily alter the layout of any street (and carry out works ancillary to such alterations) whether or not within the Order limits and the layout of any street having a junction with such a street and, without limiting the scope of this paragraph, the undertaker may—

(a) increase the width of the carriageway of the street by reducing the width of any kerb, footpath, footway, cycle track, central reservation or verge within the street;

(b) alter the level or increase the width of any such kerb, footpath, footway, cycle track, central reservation or verge;

(c) reduce the width of the carriageway of the street;

(d) execute any works to widen or alter the alignment of pavements;

(e) make and maintain crossovers, turning lanes and passing places;

(f) execute any works of surfacing or resurfacing of the highway;

(g) execute any works related to signage and street markings;

(h) carry out works for the provision or alteration of parking places, loading bays, footpaths, footways, and cycle tracks;

(i) execute any works necessary to alter or provide facilities for the management and protection of pedestrians; and

(j) execute any works to provide or improve sight lines required by the relevant highway authority.

(3) The undertaker must restore to the reasonable satisfaction of the street authority any street that has been temporarily altered under this article.

(4) The powers conferred by paragraph (2) may not be exercised without the consent of the street authority (such consent not to be unreasonably withheld or delayed).

(5) If a street authority which receives an application for consent under paragraph (4) fails to notify the undertaker of its decision before the end of the period of 25 business days (or such other period as agreed by the street authority and the undertaker) beginning with the date on which the application was made, it is deemed to have granted consent.

(6) Any application for consent under paragraph (4) must include a statement that the provisions of paragraph (5) apply to that application.

(7) If an application for consent under paragraph (4) does not include the statement required under paragraph (6) then the provisions of paragraph (5) will not apply to that application.

Permanent stopping up of streets and public rights of way

15.—(1) Subject to the provisions of this article, the undertaker may, in connection with the carrying out of the authorised development, stop up each of the streets and public rights of way specified and described in column (1) and (2) of Schedule 7 (permanent stopping up of streets and public rights of way) to the extent specified in column (3) of that Schedule.

(2) Subject to paragraph (3), no street or public right of way specified in column (2) of Schedule 7 is to be wholly or partly stopped up under this article unless—

(a) the new street or public right of way to be substituted for it, which is specified in column (4) of that Schedule is open for use and in the case of a street, has been completed to the reasonable satisfaction of the street authority (the confirmation of which must not be unreasonably withheld or delayed); or

(b) a temporary alternative route for the passage of such traffic as could have used the street or public right of way is first provided and in the case of a street, is subsequently maintained by the undertaker, to the reasonable satisfaction of the street authority (the confirmation of which must not be unreasonably withheld or delayed), until the completion and opening of the new street or public right of way in accordance with sub-paragraph (a).

(3) Where column (4) of Schedule 7 identifies that the public right of way is truncated by the widening of a highway, no diversion or substitute is required to be provided prior to the stopping up of that part of the public right of way described in column (3).

(4) Where a street has been stopped up under this article—

(a) All rights of way over or along the street so stopped up are extinguished; and

(b) The undertaker may appropriate and use for the purposes of the authorised development so much of the site of the street as is bounded on both sides by land owned by the undertaker.

(5) Any person who suffers loss by the suspension or extinguishment of any private right of way under this article will be entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

Temporary closure of streets and public rights of way

16.—(1) During and for the purposes of carrying out the authorised development, the undertaker may temporarily close, alter or divert any street or public right of way shown on the access, rights of way and public rights of navigation plans or within the Order limits and may for any reasonable time—

(a) divert the traffic from the street or public right of way; and

(b) subject to paragraph (3), prevent all persons from passing along the street or public right of way.

(2) Without limitation on the scope of paragraph (1), the undertaker may, with the consent of the street authority (such consent not to be unreasonably withheld or delayed), use as a temporary working site any street or public right of way which has been temporarily closed, altered or diverted under the powers conferred by this article.

(3) The undertaker must provide reasonable access for pedestrians going to or from premises abutting a street or public right of way affected by the temporary closure, alteration or diversion under this article if there would otherwise be no reasonable access.

(4) Without limitation on the scope of paragraph (1), the undertaker may temporarily close, alter or divert the streets or public rights of way specified in columns (1) and (2) of Parts 1 to 4 of Schedule 8 (streets or public rights of way to be temporarily closed) to the extent specified, by reference to the letters and numbers shown on the access, rights of way and public rights of navigation plans, in column (3) of that Schedule, and, if it does so in respect of a street or public right of way specified in Part 1 or Part 3 of Schedule 8, must provide the temporary diversion as specified in column (4) of that Part.

(5) The undertaker must not temporarily close, alter or divert—

(a) any street or public right of way specified as mentioned in paragraph (4) without first consulting the street authority; or

(b) any other street or public right of way without the consent of the street authority (such consent not to be unreasonably withheld or delayed) which may attach reasonable conditions to any consent.

(6) Where the undertaker provides a temporary diversion under paragraph (4), the temporary alternative route is not required to be of a higher standard than the temporarily closed street or public right of way in columns (1) and (2) of Part 1 or Part 3 of Schedule 8 (streets or public rights of way to be temporarily closed).

(7) Any person who suffers loss by the suspension of any private right of way under this article is entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

(8) If a street authority which receives an application for consent under paragraph (2) or (5)(b) fails to notify the undertaker of its decision before the end of the period of 25 business days (or such other period as agreed by the relevant street authority and the undertaker) beginning with the date on which the application was made, it is deemed to have granted consent.

(9) Any application for consent under paragraph (2) or (5)(b) must include a statement that the provisions of paragraph (8) apply to that application.

(10) If an application for consent under paragraph (2) or (5)(b) does not include the statement required under paragraph (9) then the provisions of paragraph (8) will not apply to that application.

Access to works

17.—(1) The undertaker may, for the purposes of the authorised development—

(a) form and lay out means of access, or improve existing means of access, in the location specified in column (2) of Schedule 9 (access to works); and

(b) with the consent of the relevant street authority (such consent not to be unreasonably withheld or delayed), form and lay out such other means of access or improve existing means of access, at such locations within the Order limits as the undertaker reasonably requires for the purposes of the authorised development.

(2) If a relevant street authority which receives an application for consent under paragraph (1)(b) fails to notify the undertaker of its decision before the end of the period of 25 business days (or such other period as agreed by the relevant street authority and the undertaker) beginning with the date on which the application was made, it is deemed to have granted consent.

(3) Any application for consent under paragraph (1)(b) must include a statement that the provisions of paragraph (2) apply to that application.

(4) If an application for consent under paragraph (2) does not include the statement required under paragraph (3), then the provisions of paragraph (2) will not apply to that application.

Construction, alteration and maintenance of streets and other structures

18.—(1) Any street (other than any private streets) to be constructed under this Order must be completed to the reasonable satisfaction of the street authority and must, unless otherwise agreed with the street authority, be maintained to the same condition (including any culverts or other structures laid under that part of the highway) by and at the expense of the undertaker for a period of 12 months from its completion and at the expiry of that period by and at the expense of the street authority.

(2) Where a street is altered or diverted under this Order, the altered or diverted part of the street must be completed to the reasonable satisfaction of the street authority and must, unless otherwise agreed with the street authority, be maintained to the same condition (including any culverts or other structures laid under that part of the highway) by and at the expense of the undertaker for a period of 12 months from its completion and at the expiry of that period by and at the expense of the street authority.

(3) Where new land not previously part of the public highway is to form part of the public highway further to the provisions of this Order it must, unless otherwise agreed with the street authority, be deemed as dedicated as part of the public highway on the expiry of the period of 12 months from its completion.

(4) In any action against the undertaker in respect of loss or damage resulting from any failure by it to maintain a street under this article, it is a defence (without prejudice to any other defence or the application of the law relating to contributory negligence) to prove that the undertaker had taken such care as in all the circumstances was reasonably required to secure that the part of the street to which the action relates was not dangerous to traffic.

(5) For the purposes of a defence under paragraph (4), the court must in particular have regard to the following matters—

(a) the character of the street and the traffic which was reasonably to be expected to use it;

(b) the standard of maintenance appropriate for a street of that character and used by such traffic;

(c) the state of repair in which a reasonable person would have expected to find the street;

(d) whether the undertaker knew, or could reasonably have been expected to know, that the condition of the part of the street to which the action relates was likely to cause danger to users of the street; and

(e) where the undertaker could not reasonably have been expected to repair that part of the street before the cause of action arose, what warning notices of its condition had been displayed,

but for the purposes of such a defence it is not relevant to prove that the undertaker had arranged for a competent person to carry out or supervise the maintenance of the part of the street to which

the action relates unless it is also proved that the undertaker had given the competent person proper instructions with regard to the maintenance of the street and that the competent person had carried out those instructions.

(6) In determining who is the street authority in relation to a street for the purposes of Part III of the 1991 Act, any obligation of the undertaker to maintain the street under paragraph (1) or (2) is to be disregarded.

Agreements with street authorities

19.—(1) A street authority and the undertaker may enter into agreements with respect to—

(a) the construction of any new street including any structure carrying the street over or under an electric line authorised by this Order;

(b) the maintenance of the structure of any bridge or tunnel carrying a street over or under an electric line authorised by this Order;

(c) any closure, alteration or diversion of a street authorised by this Order;

(d) the carrying out in the street of any of the works referred to in article 11 (street works) or article 14 (power to alter layout, etc. of streets);

(e) such other matters as the parties may agree, including such matters as may be included in agreements made pursuant to section 38 or section 278 of the 1980 Act.

(2) Such an agreement may, without limitation on the scope of paragraph (1)—

(a) make provision for the street authority to carry out any function under this Order which relates to the street in question;

(b) include an agreement between the undertaker and the street authority specifying a reasonable time for the completion of the works;

(c) provide for the dedication of any new street as public highway;

(d) contain such terms as to payment as the parties consider appropriate; and

(e) contain such other terms as the parties may agree.

PART 4

SUPPLEMENTAL POWERS

Discharge of water

20.—(1) The undertaker may use any watercourse or any public sewer or drain for the drainage of water in connection with the carrying out or maintenance of the authorised development, and for that purpose may lay down, take up and alter pipes and may, on any land within the Order limits, make openings into, and connections with, the watercourse, public sewer or drain.

(2) Any dispute arising from the making of connections to or the use of a public sewer or drain by the undertaker pursuant to paragraph (1) must be determined as if it were a dispute under section 106 of the Water Industry Act 1991(**a**) (right to communicate with public sewers).

(3) The undertaker must not discharge any water into any watercourse, public sewer or drain except with the consent of the person to whom it belongs; and such consent may be given subject to such terms and conditions as that person may reasonably impose, but must not be unreasonably withheld or delayed.

(4) The undertaker must not make any opening into any public sewer or drain except—

(**a**) 1991 c. 56. Section 106 was amended by sections 36 and 99 of the Water Act 2003 (c. 37). There are other amendments to section 106 which are not relevant to this Order.

(a) in accordance with plans approved by the person to whom the sewer or drain belongs, but such approval must not be unreasonably withheld or delayed; and

(b) where that person has been given the opportunity to supervise the making of the opening.

(5) The undertaker must not, in carrying out or maintaining works pursuant to this article, damage or interfere with the bed or banks of any watercourse forming part of a main river.

(6) The undertaker must, unless otherwise authorised under the provisions of this Order or any environmental permit relating to the discharge of water in connection with the authorised development, take such steps as are reasonably practicable to secure that any water discharged into a watercourse or public sewer or drain under the powers conferred by this article is as free as may be practicable from gravel, soil or other solid substance, oil or matter in suspension; but nothing in this Order requires the undertaker to maintain a watercourse or public sewer or drain or the drainage works.

(7) Nothing in this article overrides the requirement for an environmental permit under regulation 12(1)(b) of the 2016 Regulations(**a**).

(8) This article does not permit any activity listed in paragraph 3(1) of Schedule 21 to the 2016 Regulations.

(9) If a person who receives an application for consent under paragraph (3) or approval under paragraph (4)(a) fails to notify the undertaker of a decision within 25 business days (or such other period as agreed by the person receiving the application and the undertaker) of receiving an application, that person is deemed to have granted consent or given approval, as the case may be.

(10) Any application for consent under paragraph (3) or approval under paragraph (4)(a) must include a statement that the provisions of paragraph (9) apply to that application.

(11) If an application for consent under paragraph (3) or approval under paragraph (4)(a) does not include the statement required under paragraph (10) then the provisions of paragraph (9) will not apply to that application.

(12) In this article—

(a) "public sewer or drain" means a sewer or drain which belongs to Homes England, the Environment Agency, a harbour authority within the meaning of section 57 of the Harbours Act 1964(**b**), an internal drainage board, a joint planning board, a local authority, a National Park Authority, a sewerage undertaker or an urban development corporation; and

(b) other expressions, excluding watercourse, used both in this article and in the 2016 Regulations have the same meaning as in those Regulations.

Protective works

21.—(1) Subject to the following provisions of this article, the undertaker may at its own expense carry out such protective works to any land, building, structure, apparatus or equipment, lying within the Order limits or which may be affected by the authorised development, as the undertaker considers necessary or expedient.

(2) Protective works may be carried out—

(a) at any time before or during the carrying out in the vicinity of the land, building, structure, apparatus or equipment, of any part of the authorised development or works ancillary to it; or

(b) after the completion of any part of the authorised development in the vicinity of the land, building, structure, apparatus or equipment, at any time up to the end of the period of 5 years beginning with the day on which that part of the authorised development is first brought into operational use.

(**a**) S.I. 2016/1154.
(**b**) 1964 c. 40. Paragraph 9B was inserted into Schedule 2 by the Transport and Works Act 1992 (c. 42), section 63(1) and Schedule 3, paragraph 9(1) and (2).

(3) For the purpose of determining how the functions under this article are to be exercised, the undertaker may enter and/or survey—

(a) any land, building, structure, apparatus or equipment, falling within paragraph (1) and any land within its curtilage; and

(b) where reasonably necessary, any land which is adjacent to the land, building, structure, apparatus or equipment, whether or not within the Order limits,

and place on, leave on and remove from the building, structure, apparatus or equipment any apparatus and equipment for use in connection with the survey.

(4) For the purpose of carrying out protective works under this article to any land, building, structure, apparatus or equipment, the undertaker may (subject to paragraphs (5) and (6))—

(a) enter the land, building or structure and any land within its curtilage; and

(b) where the works cannot be carried out reasonably conveniently without entering land which is adjacent to the land, building or structure but outside its curtilage, enter the adjacent land (but not any building erected on it).

(5) Before exercising—

(a) a right under paragraph (1) to carry out protective works to any land, building, structure, apparatus or equipment;

(b) a right under paragraph (3) to enter and/or survey any land, building, structure, apparatus or equipment, and land within its curtilage or any adjacent land;

(c) a right under paragraph (4)(a) to enter the land, building or structure and land within its curtilage;

(d) a right under paragraph (4)(b) to enter land,

the undertaker must, except in the case of emergency, serve on the owners and occupiers of the building or land not less than 10 business days' notice of its intention to exercise that right and, in a case falling within sub-paragraph (a) or (c), specify the protective works proposed to be carried out.

(6) Where a notice is served under paragraph (5)(a), (c) or (d), the owner or occupier of the land, building, structure, apparatus or equipment concerned may, by serving a counter-notice within the period of 10 days beginning with the day on which the notice was served, require the question whether it is necessary or expedient to carry out the protective works or to enter the building or land to be referred to arbitration under article 62 (arbitration).

(7) The undertaker must compensate the owners and occupiers of any land, building, structure, apparatus or equipment, in relation to which rights under this article have been exercised, for any loss or damage arising to them by reason of the exercise of those rights.

(8) Where—

(a) protective works are carried out under this article to any land, building, structure, apparatus or equipment; and

(b) within the period of 5 years beginning with the day on which the part of the authorised development carried out in the vicinity of the land, building, structure, apparatus or equipment is first brought into operational use it appears that the protective works are inadequate to protect the land, building, structure, apparatus or equipment against damage caused by the carrying out or use of that part of the authorised development,

the undertaker must compensate the owners and occupiers of the land, building, structure, apparatus or equipment for any loss or damage sustained by them.

(9) Subject to article 57 (no double recovery), nothing in this article relieves the undertaker from any liability to pay compensation under section 152(**a**) of the 2008 Act (compensation in case where no right to claim in nuisance).

(**a**) Section 152 was amended by S.I. 2009/1307.

(10) Section 13(**a**) (refusal to give possession to acquiring authority) of the 1965 Act applies to the entry onto, or possession of, land under this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125(**b**) (application of compulsory acquisition provisions) of the 2008 Act.

(11) Any compensation payable under paragraph (7) or (8) must be determined, in case of dispute, under Part 1 of the 1961 Act (determination of questions of disputed compensation).

(12) In this article "protective works" in relation to any land, building, structure, apparatus, equipment or the authorised development means—

(a) underpinning, strengthening, ground strengthening, earthing and any other works the purpose of which is to prevent damage which may be caused to the land, building, structure, apparatus, equipment or the authorised development by the carrying out, maintenance or use of the authorised development; and

(b) any works the purpose of which is to remedy any damage which has been caused to the land, building, structure, apparatus or equipment by the carrying out, maintenance or use of the authorised development.

Authority to survey and investigate the land

22.—(1) The undertaker may for the purposes of this Order enter on any land either shown within the Order limits or land which may be affected by the authorised development and—

(a) survey, monitor or investigate the land (including any watercourses, groundwater, static water bodies or vegetation on the land);

(b) without prejudice to the generality of sub-paragraph (a), survey, monitor or investigate the land and any buildings on that land for the purpose of investigating the potential effects of the authorised development on that land or buildings on that land or for enabling the construction, use and maintenance of the authorised development;

(c) without limitation on the scope of sub-paragraph (a), make trial holes, boreholes, excavations or take horizontal cores in such positions on the land as the undertaker thinks fit to investigate the nature of the surface layer, subsoil, groundwater and other materials below ground level and/or remove soil, rock, water and/or other material samples and discharge water from sampling operations on to the land;

(d) without limitation on the scope of sub-paragraph (a), carry out ecological or archaeological investigations and monitoring on the land, including making any excavations or trial holes on the land for such purposes; and

(e) place on, leave on and remove from the land apparatus (including but not limited to welfare facilities, security facilities and apparatus attached to buoys) for use in connection with the survey, monitoring or investigation of land, making of trial holes, boreholes, excavations, cores, and/or the carrying out of ecological or archaeological investigations or monitoring.

(2) The power conferred by paragraph (1) includes without prejudice to the generality of that paragraph the power to take, and process, samples of or from any of the following found on, in or over the land—

(a) water;

(b) air;

(c) soil or rock;

(d) flora;

(e) bodily excretions, or dead bodies, of non-human creatures; or

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(**a**) Section 13 was amended by sections 62(3) and 139(4) to (9) of, and paragraphs 27 and 28 of Schedule 13 and Part 3 of Schedule 23 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).

(**b**) Section 125 was amended by section 190 of, and paragraph 17 of Schedule 16 to, the Housing and Planning Act 2016 (c.22).

(f) any non-living thing present as a result of human action.

(3) No land may be entered or equipment placed or left on or removed from the land under paragraph (1), unless at least 10 business days' notice has been served on every owner and occupier of the land.

(4) Any person entering land under this article on behalf of the undertaker—

(a) must, if so required, before or after entering the land, produce written evidence of their authority to do so;

(b) must, before entering the land, provide in the notice details of the purpose specified in paragraph (1) to survey and investigate the land; and

(c) may take onto the land such vehicles and equipment, including robots, helicopters, drones, gadgets or similar devices either remotely controlled or autonomous, as are necessary to carry out the survey, monitoring or investigation or to make the trial holes.

(5) No trial holes, boreholes, excavations or horizontal cores may be made under this article—

(a) on land located within the highway boundary without the consent of the relevant highway authority; or

(b) in a private street without the consent of the street authority,

but such consent must not be unreasonably withheld or delayed.

(6) As soon as reasonably practicable following the completion of any activities or programme of activities carried out under paragraph (1), the undertaker must remove any apparatus and, unless otherwise agreed with the owners of the land, restore the land to its original condition as far as is reasonably practicable.

(7) The undertaker must compensate the owners and occupiers of the land for any loss or damage arising by reason of the exercise of the powers conferred by this article, such compensation to be determined, in case of dispute, under Part 1 of the 1961 Act (determination of questions of disputed compensation).

(8) If a relevant highway authority or street authority which receives an application for consent fails to notify the undertaker of its decision within 25 business days (or such other period as agreed by the relevant highway authority or street authority and the undertaker) of receiving the application for consent—

(a) under paragraph (5)(a) in the case of a relevant highway authority; or

(b) under paragraph (5)(b) in the case of a street authority,

that authority is deemed to have granted consent.

(9) Any application for consent under either paragraph (5)(a) or paragraph (5)(b) must include a statement that the provisions of paragraph (8) apply to that application.

(10) If an application for consent under either paragraph (5)(a) or paragraph (5)(b) does not include the statement required under paragraph (9), then the provisions of paragraph (8) will not apply to that application.

(11) Section 13 of the 1965 Act (refusal to give possession to acquiring authority) applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 of the 2008 Act (application of compulsory acquisition provisions).

Removal of human remains

23.—(1) In this article "the specified land" means any land within the Order limits which the undertaker reasonably considers may contain human remains.

(2) Before the undertaker carries out any development or works which will or may disturb any human remains in the specified land it must remove those human remains from the specified land, or cause them to be removed, in accordance with the following provisions of this article.

(3) Before any such remains are removed from the specified land the undertaker must give notice of the intended removal, describing the specified land and stating the general effect of the following provisions of this article, by—

(a) publishing a notice once in each of two successive weeks in a newspaper circulating in the area of the specified land; and

(b) displaying a notice in a conspicuous place on or near to the specified land.

(4) As soon as reasonably practicable after the first publication of a notice under paragraph (3) the undertaker must send a copy of the notice to the relevant planning authority.

(5) At any time within 40 business days after the first publication of a notice under paragraph (3) any person who is a personal representative or relative of any deceased person whose remains are interred in the specified land may give notice in writing to the undertaker of that person's intention to undertake the removal of the remains.

(6) Where a person has given notice under paragraph (5), and the remains in question can be identified, that person may cause such remains to be—

(a) removed and re-interred in any burial ground or cemetery in which burials may legally take place; or

(b) removed to, and cremated in, any crematorium,

and that person must, as soon as reasonably practicable after such re-interment or cremation, provide to the undertaker a certificate for the purpose of enabling compliance with paragraph (11).

(7) If the undertaker is not satisfied that any person giving notice under paragraph (5) is the personal representative or relative as that person claims to be, or that the remains in question can be identified, the question is to be determined on the application of either party in a summary manner by the county court, and the court may make an order specifying who will remove the remains and as to the payment of the costs of the application.

(8) Subject to paragraph (7), the undertaker must pay the reasonable expenses both of responding to notices under this article and of removing and re-interring or cremating the remains of any deceased person under this article.

(9) If—

(a) within the period of 40 business days referred to in paragraph (5) no notice under that paragraph has been given to the undertaker in respect of any remains in the specified land; or

(b) such notice is given and no application is made under paragraph (7) within 40 business days after the giving of the notice but the person who gave the notice fails to remove the remains within a further period of 40 business days; or

(c) within 40 business days after any order is made by the county court under paragraph (7) any person, other than the undertaker, specified in the order fails to remove the remains; or

(d) it is determined that the remains to which any such notice relates cannot be identified,

subject to paragraph (10) the undertaker must remove the remains and cause them to be re-interred in such burial ground or cemetery in which burials may legally take place as the undertaker thinks suitable for the purpose; and, so far as possible, remains from individual graves must be re-interred in individual containers which must be identifiable by a record prepared with reference to the original position of burial of the remains that they contain.

(10) If the undertaker is satisfied that any person giving notice under paragraph (5) is the personal representative or relative as that person claims to be and that the remains in question can be identified, but that person does not remove the remains, the undertaker must comply with any reasonable request that person may make in relation to the removal and re-interment or cremation of the remains.

(11) On the re-interment or cremation of any remains under this article—

(a) a certificate of re-interment or cremation is to be sent by the undertaker to the Registrar General giving the date of re-interment or cremation and identifying the place from which the remains were removed and the place in which they were re-interred or cremated; and

(b) a copy of the certificate of re-interment or cremation and the record mentioned in paragraph (9) is to be sent by the undertaker to the relevant planning authority mentioned in paragraph (4).

(12) No notice is required under paragraph (3) before the removal of any human remains where the undertaker is satisfied—

(a) that the remains were interred more than 100 years ago; and

(b) that no relative or personal representative of the deceased is likely to object to the remains being removed in accordance with this article.

(13) In the case of remains in relation to which paragraph (12) applies, the undertaker—

(a) may remove the remains;

(b) must apply for direction from the Secretary of State under paragraph (15) as to the treatment of the remains (including their treatment prior to, during and after removal); and

(c) must deal with the remains in such manner, and subject to such conditions, as the Secretary of State directs,

in each case in accordance with any applicable terms of a relevant written scheme of investigation approved under paragraph 5 (archaeology) of Schedule 3 (requirements), unless the Secretary of State directs otherwise.

(14) In this article—

(a) references to a relative of the deceased are to a person who—

(i) is a husband, wife, civil partner, parent, grandparent, child or grandchild of the deceased; or

(ii) is, or is a child of, a brother, sister, uncle or aunt of the deceased.

(b) references to a personal representative of the deceased are to a person who—

(i) is the lawful executor or executrix of the estate of the deceased; or

(ii) is the lawful administrator of the estate of the deceased.

(15) The removal of the remains of any deceased person under this article must be carried out in accordance with any directions which may be given by the Secretary of State.

(16) Any jurisdiction or function conferred on the county court by this article may be exercised by a district judge of the court.

(17) Section 25 of the Burial Act 1857(**a**) (Offence of removal of body from burial grounds) does not apply to a removal carried out in accordance with this article.

(18) The Town and Country Planning (Churches, Places of Religious Worship and Burial Ground) Regulations 1950(**b**) does not apply to the authorised development.

(19) Sections 238 and 239 of the 1990 Act (use and development of consecrated land and burial grounds) apply—

(a) in relation to land, other than a right over land, acquired for the purposes of the authorised development (whether or not by agreement), so as to permit use by the undertaker in accordance with the provisions of this Order; and

(b) in relation to a right over land so acquired (whether or not by agreement), or the temporary use of land pursuant to articles 27 (temporary use of land by National Grid) and 29 (temporary use of land for maintaining the authorised development), so as to permit the exercise of that right or the temporary use by the undertaker in accordance

(**a**) 1857 c.81.
(**b**) S.I. 1950/792.

with the provisions of this Order, without prejudice to the status of the land over which the right is exercised as consecrated land,

and in section 238(1)(b) of the 1990 Act reference to a "planning permission" includes this Order, in section 240(1) of the 1990 Act reference to "regulations made for the purposes of sections 238(3) and (4) and 239(2)" means, so far as applicable to land or a right over land acquired under this Order, paragraphs (2) to (16) of this article and in section 240(3) of the 1990 Act reference to a "statutory undertaker" includes the undertaker and reference to "any other enactment" includes this Order.

PART 5

ACQUISITION AND POSSESSION OF LAND

Powers of acquisition

Compulsory acquisition of land

24.—(1) National Grid may acquire compulsorily so much of the Order land described in the book of reference as is required for the construction, operation and maintenance of the authorised development (including the UKPN works) or is incidental to it or required to facilitate it.

(2) UKPN may acquire compulsorily so much of the Order land described in the book of reference as is required for the construction, operation and maintenance of the UKPN works only.

Compulsory acquisition of rights

25.—(1) Subject to the provisions of this article, the undertaker may acquire compulsorily the rights, and impose the restrictions, over the Order land, described in the book of reference, including rights and restrictive covenants for the benefit of a statutory undertaker or any other person, by creating them as well as by acquiring rights and the benefits of restrictions already in existence.

(2) Subject to section 8 of the 1965 Act (other provisions as to divided land) as substituted by Schedule 10 to this Order (modification of compensation and compulsory purchase enactments for creation of new rights), where the undertaker acquires a right over land or imposes a restriction under paragraph (1), the undertaker is not required to acquire a greater interest in that land.

(3) Schedule 10 to this Order has effect for the purpose of modifying the enactments relating to compensation and the provisions of the 1965 Act in their application in relation to the compulsory acquisition under this article of a right over land by the creation of a new right or the imposition of a restriction.

(4) In any case where the acquisition of rights or the imposition of a restriction under paragraph (1) is required for the purpose of diverting, replacing or protecting apparatus of a statutory undertaker, the undertaker may, with the consent of the Secretary of State, transfer the power to acquire such rights or impose such restrictions to the relevant statutory undertaker; except that in respect of the UKPN works no such consent is required.

(5) The exercise by a statutory undertaker of any power in accordance with a transfer under paragraph (4) is subject to the same restrictions, liabilities and obligations as would apply under this Order if that power were exercised by the undertaker.

Acquisition of subsoil or airspace only

26.—(1) The undertaker may compulsorily acquire so much of, or such rights in, the subsoil of, or the airspace of, the land referred to in article 24 (compulsory acquisition of land) and article 25 (compulsory acquisition of rights) as may be required for any purpose for which that land may be acquired or for which rights over or under the land may be acquired under those provisions instead of acquiring the whole of the land.

(2) Where the undertaker acquires any part of, or rights in, the subsoil of or the airspace over land under paragraph (1), the undertaker is not required to acquire an interest in any other part of the land.

(3) The following do not apply in connection with the exercise of the power under paragraph (1) in relation to subsoil or airspace only—

(a) Schedule 2A (counter-notice requiring purchase of land not in notice to treat) to the 1965 Act (as modified by article 37 (application of Part 1 of the 1965 Act));

(b) Schedule A1 (counter-notice requiring purchase of land not in general vesting declaration) to the 1981 Act; and

(c) section 153(4A)(**a**) (blighted land: proposed acquisition of part interest; material detriment test) of the 1990 Act.

(4) Paragraph (2) does not prevent article 35 (acquisition of part of certain properties) from applying where the undertaker acquires a cellar, vault, arch or other construction forming part of a house, building or manufactory.

(5) Subject to paragraph (6), any person who is an owner or occupier of land appropriated under paragraph (1) without the undertaker acquiring any part of that person's interest in the land, and who suffers loss as a result, is entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

(6) Compensation is not payable under paragraph (5) to any person who is a statutory undertaker to whom section 85 (sharing of cost of necessary measures) of the 1991 Act applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

Temporary possession of land

Temporary use of land by National Grid

27.—(1) National Grid may, in connection with the carrying out of the authorised development—

(a) enter on and take temporary possession of—

(i) so much of the land specified in column (1) of Schedule 11 (land of which temporary possession may be taken) to exercise the powers described in the book of reference for the purpose specified in relation to that land in column (2) of that Schedule relating to the part of the authorised development specified in column (3) of that Schedule; and

(ii) any other Order land;

(b) remove or alter any electric line, electrical plant, electronic telecommunications apparatus, buildings, structures, pylons, apparatus, equipment, vegetation or any other thing from that land;

(c) construct temporary or permanent works (including the provision of means of access, drainage, security fencing, storage areas structures, scaffolding, protective measures and buildings) on that land; and

(d) in relation to temporary possession of land taken under sub-paragraph (a)(i) construct any works specified in relation to that land in column (2) of Schedule 11 or any other mitigation works and in relation to temporary possession of land taken under sub-paragraph (a)(ii) construct any of the authorised development or any other mitigation works

(2) Not less than 10 business days before entering on and taking temporary possession of land under this article, National Grid must serve notice of the intended entry on the owners and occupiers of the land.

(**a**) Section 153(4A) was inserted by section 200(2) of the Housing and Planning Act 2016 (c.22).

(3) National Grid may not, without the agreement of the owners of the land, remain in possession of any land under this article—

(a) in the case of land referred to in paragraph (1)(a)(i), after the end of the period of 21 months beginning with the date of completion of the part of the authorised development specified in relation to that land in column (3) of Schedule 11, or

(b) in the case of land referred to in paragraph (1)(a)(ii), after the end of the period of 21 months beginning with the date of completion of the work for which temporary possession of the land was taken unless National Grid has, by the end of that period, served a notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act in relation to that land.

(4) National Grid must provide the owners of any land of which temporary possession has been taken under this article with written notice of the date of completion of the works for which temporary possession was taken within 25 business days of the completion of those works.

(5) Before giving up possession of land of which only temporary possession has been taken under paragraph (1)(a)(i), unless otherwise agreed with the owners of the land, National Grid must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land, but National Grid is not required to—

(a) replace a building, structure, apparatus, equipment, electric line, electrical plant or pylon removed under this article;

(b) restore the land on which any works or mitigation works have been carried out under paragraph (1)(d);

(c) remove any foundations below 1.2 metres which had been placed in that land to support pylons and electric lines constructed upon those foundations;

(d) remove any permanent work including pylons, electric lines, underground electric line, or other permanent services, constructed or installed on, over, under or in that land as part of the authorised development;

(e) remove any ground-strengthening works (being either works listed in Schedule 11 of this Order or other works to provide safe and stable ground conditions) or other works of mitigation which have been placed in that land to facilitate construction or operation of the authorised development;

(f) remove or reposition any apparatus belonging to statutory undertakers;

(g) remove any drainage works; or

(h) restore ground levels adjusted as part of the authorised development.

(6) Before giving up possession of land of which temporary possession has been taken under paragraph (1)(a)(ii), unless otherwise agreed by the owners of the land, National Grid must either acquire the land or the interest on, over, or in the land in accordance with the provisions of paragraph (3)(b) or remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land; but National Grid is not required to—

(a) replace a building, structure, apparatus, equipment, electric line, electrical plant or pylon removed under this article;

(b) restore the land on which any mitigation works have been carried out under paragraph (1)(d);

(c) remove any foundations below 1.2 metres which had been placed in that land to support pylons and electric lines constructed upon those foundations;

(d) remove any permanent work including pylons, electric lines, underground electric line, or other permanent services, constructed or installed on, over, under or in that land as part of the authorised development;

(e) remove any ground-strengthening works (being works to provide safe and stable ground conditions) or other works of mitigation which have been placed in that land to facilitate construction or operation of the authorised development;

(f) remove or reposition any apparatus belonging to statutory undertakers;

(g) remove any drainage works; or

(h) restore ground levels adjusted as part of the authorised development.

(7) National Grid must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of this article.

(8) Any dispute as to a person's entitlement to compensation under paragraph (7), or as to the amount of the compensation, must be determined under Part 1 of the 1961 Act.

(9) Nothing in this article affects any liability to pay compensation under section 152 of the 2008 Act (compensation in case where no right to claim in nuisance) or under any other enactment in respect of loss or damage arising from the carrying out of the authorised development, other than loss or damage for which compensation is payable under paragraph (7).

(10) Where National Grid takes possession of land under this article, National Grid is not required to acquire the land or any interest in it.

(11) Section 13 of the 1965 Act (refusal to give possession to acquiring authority) applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 of the 2008 Act (application of compulsory acquisition provisions).

(12) Nothing in this article prevents National Grid from taking temporary possession more than once in relation to any land specified in paragraph (1)(a).

(13) The powers conferred by this article may, with the written consent of National Grid (which may be given subject to conditions), be exercised or used by—

(a) UKPN, in connection with the carrying out of the UKPN works;

(b) UKOP, in connection with the UKOP protective works; or

(c) the LTC undertaker, in connection with the carrying out of the LTC compensatory habitat works,

and in each case this article applies as if references to National Grid were references to UKPN, UKOP or the LTC undertaker (as the case may be) and references to the authorised development were references to the UKPN works, the UKOP protective works or the LTC compensatory habitat works (as the case may be); and where National Grid has served a notice under this article in relation to any land prior to the exercise or use of those powers in relation to that land by UKPN, UKOP or the LTC undertaker (as the case may be), no further notice under this article is required to be served in relation to that land by UKPN, UKOP or the LTC undertaker (as the case may be) before exercising or using those powers to the extent contemplated by that notice.

Temporary use of land by UKPN and UKOP

28.—(1) UKPN may, in connection with the carrying out of the UKPN works—

(a) enter on and take temporary possession of—

(i) so much of the land specified in column (1) of Schedule 11 (Land of which only temporary possession may be taken) to exercise the powers described in the book of reference for the purpose specified in relation to that land in column (2) of that Schedule relating to the part of the authorised development specified in column (3) of that Schedule; and

(ii) any other Order land;

(b) remove any electric line, electrical plant, buildings, structures, pylons, apparatus, equipment, vegetation or any other thing from that land;

(c) construct temporary or permanent works (including the provision of means of access, drainage and buildings or structures on that land); and

(d) construct any works specified in relation to that land in column (2) of Schedule 11 or any other mitigation works.

(2) Not less than 10 business days before entering on and taking temporary possession of land under this article, UKPN must serve notice of the intended entry on the owners and occupiers of the land.

(3) UKPN may not, without the agreement of the owners of the land, remain in possession of any land under this article—

(a) in the case of land referred to in paragraph (1)(a)(i), after the end of the period of 21 months beginning with the date of completion of the part of the authorised development specified in relation to that land in column (3) of Schedule 11, or

(b) in the case of land referred to in paragraph (1)(a)(ii), after the end of the period of 21 months beginning with the date of completion of the work for which temporary possession of the land was taken unless UKPN has, by the end of that period, served a notice of entry under section 11 of the 1965 Act or made a declaration under section 4 of the 1981 Act in relation to that land.

(4) UKPN must provide the owner(s) of any land of which temporary possession has been taken under this article with written notice of the date of completion of the works for which temporary possession was taken within 25 business days of the completion of those works.

(5) Before giving up possession of land of which temporary possession has been taken under paragraph (1)(a)(i), unless otherwise agreed with the owners of the land UKPN must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land, but UKPN is not required to—

(a) replace a building, structure, electric line, electrical plant or pylon removed under this article;

(b) restore the land on which any works or mitigation have been carried out under paragraph (1)(d);

(c) remove any foundations below 1.2 metres which had been placed in that land to support pylons and electric lines constructed upon those foundations; or

(d) remove any pylons or electric lines or underground cables constructed or installed on, over, under or in that land as part of the UKPN works.

(6) Before giving up possession of land of which temporary possession has been taken under paragraph (1)(a)(ii), unless otherwise agreed by the owners of the land, UKPN must either acquire the land or the interest on, over, or in the land in accordance with the provisions of paragraph (3)(b) or remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land; but UKPN is not required to—

(a) replace a building, structure, electric line, electrical plant or pylon removed under this article;

(b) restore the land on which any mitigation has been carried out under paragraph (1)(d);

(c) remove any foundations below 1.2 metres which had been placed in that land to support pylons and electric lines constructed upon those foundations; or

(d) remove any pylons or electric lines or underground cables constructed or installed on, over, under or in that land as part of the UKPN works.

(7) UKPN must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the provisions of this article.

(8) Any dispute as to a person's entitlement to compensation under paragraph (7), or as to the amount of the compensation, must be determined under Part 1 of the 1961 Act.

(9) Nothing in this article affects any liability to pay compensation under section 152 of the 2008 Act (compensation in case where no right to claim in nuisance) or under any other enactment in respect of loss or damage arising from the carrying out of the authorised development, other than loss or damage for which compensation is payable under paragraph (7).

(10) Where UKPN takes possession of land under this article, UKPN is not required to acquire the land or any interest in it.

(11) Section 13 of the 1965 Act (refusal to give possession to acquiring authority) applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 of the 2008 Act (application of compulsory acquisition provisions).

(12) Nothing in this article prevents—

(a) UKPN from taking temporary possession more than once in relation to any land specified in paragraph (1)(a); or

(b) National Grid from taking temporary possession more than once in relation to any land specified in paragraph (1)(a) of article 27.

(13) The provisions of this article apply to UKOP and the UKOP protective works as they apply to UKPN and the UKPN works, as if—

(a) references to UKPN were references to UKOP; and

(b) references to the UKPN works were references to the UKOP protective works,

and, in addition to the exceptions from the obligation to restore land set out in paragraphs (5) and (6) as so applied, UKOP is not required, before giving up possession of any land to which it has taken temporary possession under paragraph (1) as applied by this paragraph, to remove any ground-strengthening works (being works to provide safe and stable ground conditions) or other mitigation works placed on, in or under that land to facilitate the construction or operation of the authorised development including the UKOP protective works.

Temporary use of land for maintaining the authorised development

29.—(1) Subject to paragraph (2), at any time during the maintenance period relating to any part of the authorised development, the undertaker may—

(a) enter upon and take temporary possession of any land within the Order limits if such possession is reasonably required for the purpose of maintaining the authorised development;

(b) construct such temporary works (including the provision of means of access) and buildings on the land as may be reasonably necessary for that purpose; and

(c) enter on any land within the Order limits for the purpose of gaining such access as is reasonably required for the purpose of maintaining the authorised development.

(2) Paragraph (1) does not authorise the undertaker to take temporary possession of—

(a) any house or garden belonging to a house; or

(b) any building (other than a house) if it is for the time being occupied.

(3) Not less than 10 business days before entering upon and taking temporary possession of land under this article the undertaker must serve notice of the intended entry on the owners and occupiers of the land and that notice must explain the purpose for which entry is taken, except as provided in paragraph (11).

(4) The undertaker may remain in possession of land under this article only for so long as may be reasonably necessary to carry out the maintenance of the part of the authorised development for which possession of the land was taken.

(5) Before giving up possession of land of which temporary possession has been taken under this article, the undertaker must remove all temporary works and restore the land to the reasonable satisfaction of the owners of the land.

(6) The undertaker must pay compensation to the owners and occupiers of land of which temporary possession is taken under this article for any loss or damage arising from the exercise in relation to the land of the powers conferred by this article.

(7) Any dispute as to a person's entitlement to compensation under paragraph (6), or as to the amount of the compensation, must be determined under Part 1 of the 1961 Act.

(8) Nothing in this article affects any liability to pay compensation under section 152 of the 2008 Act (compensation in case where no right to claim in nuisance) or under any other enactment

in respect of loss or damage arising from the maintenance of the authorised development, other than loss or damage for which compensation is payable under paragraph (6).

(9) Where the undertaker takes possession of land under this article, the undertaker is not required to acquire the land or any interest in it.

(10) Section 13 of the 1965 Act (refusal to give possession to the acquiring authority) applies to the temporary use of land pursuant to this article to the same extent as it applies to the compulsory acquisition of land under this Order by virtue of section 125 of the 2008 Act (application of compulsory acquisition provisions).

(11) Where the undertaker has identified a potential risk to the safety of—

(a) the authorised development or any part of it; or

(b) the public; or

(c) the surrounding environment,

the requirement to serve not less than 10 business days' notice under paragraph (3) does not apply and the undertaker may enter the land pursuant to paragraph (1) subject to giving such period of notice (if any) as is reasonably practicable in all the circumstances.

(12) In this article "the maintenance period" in relation to any part of the authorised development means the period of five years beginning with the date on which that part of the authorised development is brought into operational use, except where the authorised development is replacement or landscape planting where "the maintenance period" means the period of five years beginning with the date on which that part of the replacement or landscape planting is completed.

Use of subsoil under or airspace over streets

30.—(1) The undertaker may enter on and use so much of the subsoil of, or airspace over, any street within the Order limits as may be required for the purposes of the authorised development or for any other purpose ancillary to the authorised development and may use the subsoil or airspace for those purposes.

(2) Subject to paragraph (3), the undertaker may exercise any power conferred by paragraph (1) in relation to a street without being required to acquire any part of the street or any easement or right in the street.

(3) Paragraph (2) does not apply in relation to—

(a) any subway or underground building; or

(b) any cellar, vault, arch or other construction in, on or under a street which forms part of a building fronting onto the street.

(4) Subject to paragraph (5), any person who is an owner or occupier of land appropriated under paragraph (1) without the undertaker acquiring any part of that person's interest in the land, and who suffers loss as a result, is entitled to compensation to be determined, in case of dispute, under Part 1 of the 1961 Act.

(5) Compensation is not payable under paragraph (4) to any person who is an undertaker to whom section 85 of the 1991 Act (sharing cost of necessary measures) applies in respect of measures of which the allowable costs are to be borne in accordance with that section.

Compensation

Disregard of certain interests and improvements

31.—(1) In assessing the compensation payable to any person on the acquisition from that person of any land or right over any land under this Order, the tribunal must not take into account—

(a) any interest in land; or

(b) any enhancement of the value of any interest in land by reason of any building erected, works executed or improvement or alteration made on relevant land,

if the tribunal is satisfied that the creation of the interest, the erection of the building, the execution of the works or the making of the improvement or alteration as part of the authorised development was not reasonably necessary and was undertaken with a view to obtaining compensation or increased compensation.

(2) In paragraph (1) "relevant land" means the land acquired from the person concerned or any other land with which that person is, or was at the time when the building was erected, the works executed or the improvement or alteration made as part of the authorised development, directly or indirectly concerned.

Set-off for enhancement in value of retained land

32.—(1) In assessing the compensation payable to any person in respect of the acquisition from that person under this Order of any land (including any subsoil) the tribunal must set off against the value of the land so acquired any increase in value of any contiguous or adjacent land belonging to that person in the same capacity which will accrue to that person by reason of the construction of the authorised development.

(2) In assessing the compensation payable to any person in respect of the acquisition from that person of any new rights over land (including the subsoil), under article 25 (compulsory acquisition of rights), the tribunal must set off against the value of the rights so acquired—

(a) any increase in the value of the land over which the new rights are required; and

(b) any increase in value of any contiguous or adjacent land belonging to that person in the same capacity,

which will accrue to that person by reason of the construction of the authorised development.

(3) The 1961 Act has effect, subject to paragraphs (1) and (2), as if this Order were a local enactment for the purposes of that Act.

Supplementary

Compulsory acquisition of land – incorporation of the mineral code

33. Parts 2 and 3 of Schedule 2 to the Acquisition of Land Act 1981(**a**) (minerals) are incorporated into this Order subject to the modifications that—

(a) paragraph 8(3) is not incorporated;

(b) for "the acquiring authority" there is substituted "the undertaker";

(c) for "undertaking" substitute "authorised development"; and

(d) for "compulsory purchase order" substitute "this Order".

Time limit for exercise of authority to acquire land and rights compulsorily

34.—(1) After the end of the period of seven years beginning with the day on which this Order comes into force—

(a) no notice to treat may be served under Part 1 of the 1965 Act; and

(b) no declaration may be executed under section 4 of the 1981 Act as applied by article 36 (application of the 1981 Act)(**b**).

(**a**) 1981 c. 67. Sub-paragraph (5) of paragraph 1 of Part 1 of Schedule 2 was amended by section 67 of, and paragraph 27(3) of Schedule 9 to, the Coal Industry Act 1994 (c. 21) and paragraph 8 of Part 3 of Schedule was amended by section 46 of the Criminal Justice Act 1982 (c.48). There are other amendments to the 1981 Act which are not relevant to this Order.

(**b**) 1981 c. 66. Sections 2 and 116 were amended by section 4 of, and paragraph 52 of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11). There are other amendments to the 1981 Act which are not relevant to this Order.

(2) The authority conferred by article 27 (temporary use of land by National Grid) and article 28 (temporary use of land by UKPN and UKOP) ceases at the end of the period referred to in paragraph (1), save that nothing in this paragraph prevents the undertaker remaining in possession of land after the end of that period, if the land was entered and possession was taken before the end of that period.

(3) If any proceedings are begun to challenge the validity of this Order, the period specified in paragraph (1) is extended for the period specified in paragraph (4).

(4) Under paragraph (3) the period is taken to be extended by—

(a) a period equivalent to the period beginning with the day the proceedings are filed and ending on the day they are withdrawn or finally determined, or

(b) if shorter, one year.

(5) Proceedings are not finally determined for the purposes of paragraph (4)(a) if any appeal—

(a) could be brought (ignoring any possibility of an appeal out of time with permission), or

(b) has been made and not withdrawn or finally determined.

Acquisition of part of certain properties

35.—(1) This article applies where—

(a) a notice to treat is served on a person ("the owner") under the 1965 Act (as so applied) in respect of land forming only part of a house, building or manufactory or of land consisting of a house with a park or garden ("the land subject to the notice to treat"); and

(b) a copy of this article is served on the owner with the notice to treat.

(2) In such a case, the owner may, within the period of 25 business days beginning with the day on which the notice was served, serve on the undertaker a counter-notice objecting to the sale of the land subject to the notice to treat and stating that the owner is willing and able to sell the whole ("the land subject to the counter-notice").

(3) If no such counter-notice is served within that period, the owner is required to sell the land subject to the notice to treat.

(4) If such a counter-notice is served within that period, the question whether the owner is required to sell only the land subject to the notice to treat must, unless the undertaker agrees to take the land subject to the counter-notice, be referred to the tribunal.

(5) If on such a reference the tribunal determines that the land subject to the notice to treat can be taken—

(a) without material detriment to the remainder of the land subject to the counter-notice; or

(b) where the land subject to the notice to treat consists of a house with a park or garden, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house,

the owner is required to sell the land subject to the notice to treat.

(6) If on such a reference the tribunal determines that only part of the land subject to the notice to treat can be taken—

(a) without material detriment to the remainder of the land subject to the counter-notice; or

(b) where the land subject to the notice to treat consists of a house with a park or garden, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house,

the notice to treat is deemed to be a notice to treat for that part.

(7) If on such a reference the tribunal determines that—

(a) the land subject to the notice to treat cannot be taken without material detriment to the remainder of the land subject to the counter-notice; but

(b) the material detriment is confined to a part of the land subject to the counter-notice,

the notice to treat is deemed to be a notice to treat for the land to which the material detriment is confined in addition to the land already subject to the notice, whether or not the additional land is land which the undertaker is authorised to acquire compulsorily under this Order.

(8) If the undertaker agrees to take the land subject to the counter-notice, or if the tribunal determines that—

(a) none of the land subject to the notice to treat can be taken without material detriment to the remainder of the land subject to the counter-notice or, as the case may be, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house; and

(b) the material detriment is not confined to a part of the land subject to the counter-notice,

the notice to treat is deemed to be a notice to treat for the land subject to the counter-notice whether or not the whole of that land is land which the undertaker is authorised to acquire compulsorily under this Order.

(9) Where by reason of a determination by the tribunal under this article a notice to treat is deemed to be a notice to treat for less land or more land than that specified in the notice, the undertaker may, within the period of 6 weeks beginning with the day on which the determination is made, withdraw the notice to treat; and, in that event, must pay the owner compensation for any loss or expense occasioned to the owner by the giving and withdrawal of the notice, to be determined in case of dispute by the tribunal.

(10) Where the owner is required under this article to sell only part of a house, building or manufactory or of land consisting of a house with a park or garden, the undertaker must pay the owner compensation for any loss sustained by the owner due to the severance of that part in addition to the value of the interest acquired.

Application of the 1981 Act and modification of the 2017 Regulations

36.—(1) The 1981 Act applies as if this Order were a compulsory purchase order.

(2) The 1981 Act, as so applied, has effect with the following modifications.

(3) In section 1 (application of Act) for subsection (2) there is substituted—

"(2) This section applies to any Minister, any local or other public authority, UKPN, UKOP, the LTC undertaker or any other body or person authorised to acquire any land, right or restriction by means of a compulsory purchase order."

(4) For section 4(1) (execution of declaration), substitute—

"(1) The acquiring authority may execute a declaration or declarations in the prescribed form—

(a) in respect of any land, right or restriction which they are authorised to acquire by the compulsory purchase order vesting that land or right or the benefit of that restriction in themselves; or

(b) in respect of any land, right or restriction which they are authorised to acquire by the compulsory purchase order for the benefit of a statutory undertaker, a local authority, UKPN, UKOP or the LTC undertaker vesting that land or right or the benefit of that restriction in that statutory undertaker, that local authority, UKPN, UKOP or the LTC undertaker (as the case may be),

with effect from the end of such period as may be specified in the declaration or declarations, being a period not less than three months from the date on which the service of notices required by section 6 is completed); and more than one declaration may be executed in respect of any individual plot of land in relation to which the compulsory purchase order authorises such acquisition."

(5) Section 4(1A) (execution of declaration following service of notice to treat) is omitted.

(6) In section 5(2)(**a**) (earliest date for execution of declaration), omit the words from "and this subsection" to the end.

(7) Section 5A(**b**) (time limit for general vesting declaration) is omitted.

(8) In section 5B(**c**) (extension of time limit during challenge)—

(a) for "section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order)" substitute "section 118(**d**) of the Planning Act 2008 (legal challenges relating to applications for orders granting development consent)"; and

(b) for "the applicable period for the purposes of section 5A" substitute "the seven year period mentioned in article 34 of the National Grid (Norwich to Tilbury) Order 20[xx]".

(9) In section 6(1)(b)(**e**) (notices after execution of declaration) substitute—

"(b) on every other person who has given information to the acquiring authority with respect to any of that land further to the invitation published and served under section 134(**f**) (notice of authorisation of compulsory acquisition) of the Planning Act 2008."

(10) In section 7(1)(a)(**g**) (constructive notice to treat), omit "(as modified by section 4 of the Acquisition of Land Act 1981)".

(11) In section 8 (vesting, and right to enter and take possession), after subsection (3) insert—

"(4) In this section, references to the acquiring authority include any statutory undertaker, local authority, UKPN, UKOP or the LTC undertaker referred to in section 4(1)."

(12) In section 10(1) (acquiring authority's liability arising on vesting of the land), after "vested in an acquiring authority" insert "or a statutory undertaker, local authority, UKPN, UKOP or the LTC undertaker."

(13) In Schedule A1(**h**) (counter-notice requiring purchase of land not in general vesting declaration), for paragraph 1(2) substitute—

"(2) But see article 26(3) (acquisition of subsoil or airspace only) of the National Grid (Norwich to Tilbury) Order 20[xx], which excludes the acquisition of subsoil or airspace only from this Schedule."

(14) In section 2 (interpretation and construction) the following is inserted as a new paragraph (2A)—

"In this Act references to "UKOP", "UKPN" and "the LTC undertaker" each have the meaning given by article 2 (interpretation) of the National Grid (Norwich to Tilbury) Order 20[xx]."

(15) References to the 1965 Act in the 1981 Act must be construed as references to the 1965 Act as applied by section 125 of the 2008 Act (application of compulsory acquisition provisions) and as modified by article 37 (application of Part 1 of the 1965 Act) to the compulsory acquisition of land under this Order.

(16) The Schedule to the 2017 Regulations is modified as follows.

(17) In paragraph (3) on Form 1, after "from the date on which the service of notices required by section 6 of the Act is completed" insert—

"(1A) The [insert land or rights or both] described in Part [ ] of the Schedule hereto as being for the benefit of third parties and more particularly delineated on the plan annexed

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(**a**) Section 5 was amended by section 183 of, and paragraphs 4 and 6 of Schedule 15 to, the Housing and Planning Act 2016 (c. 22).
(**b**) Section 5A was inserted by section 182(2) of the Housing and Planning Act 2016.
(**c**) Section 5B was inserted by section 202(2) of the Housing and Planning Act 2016.
(**d**) Section 118 was amended by paragraphs 1 and 59 of Schedule 13, and Part 20 of Schedule 25, to the Localism Act 2011 (c.20) and section 92(4) of the Criminal Justice and Courts Act 2015 (c. 2).
(**e**) Section 6 was amended by section 4 of, and paragraph 52(2) of Schedule 2 to, the Planning (Consequential Provisions) Act 1990 (c. 11) and paragraph 7 of Schedule 15 to the Housing and Planning Act 2016.
(**f**) Section 134 was amended by section 142 of, and Part 21 of Schedule 25 to, the Localism Act 2011 (c. 20) and S.I. 2017/16.
(**g**) Section 7 was substituted by paragraphs 1 and 3 of Schedule 18 to the Housing and Planning Act 2016.
(**h**) Schedule A1 was inserted by paragraph 6 of Part 1 of Schedule 18 to the Housing and Planning Act 2016.

hereto vests in the statutory undertaker, local authority in question or UKPN, UKOP or the LTC undertaker as from the end of the period of [insert period of three months or longer] from the date on which the service of notices required by section 6 of the Act is completed. "

(18) References in Form 2 to "in themselves" is substituted with "in themselves and any identified third parties".

(19) In paragraph (b) of the notes on use of Form 2—

(a) after "Insert the name of the authority" insert "and where the context requires, insert a reference to third parties"; and

(b) omit "Thereafter rely on that definition wherever "(b)" appears in the text."

Application of Part 1 of the 1965 Act

37.—(1) Part 1 of the 1965 Act as applied to this Order by section 125(**a**) (application of compulsory acquisition provisions) of the 2008 Act is modified as follows.

(2) In section 4 (time limit for giving notice to treat) for "after the end of the applicable period beginning with the day on which the compulsory purchase order becomes operative" substitute "after the end of the period stated in article 34 (time limit for exercise of authority to acquire land and rights compulsorily) of the National Grid (Norwich to Tilbury) Order 20[xx]; and

(3) in section 4A(1) (extension of time limit during challenge)—

(a) for "section 23 of the Acquisition of Land Act 1981 (application to the High Court in respect of compulsory purchase order)" substitute "section 118(**b**)of the Planning Act 2008 (legal challenges relating to applications for orders granting development consent)"; and

(b) for "the applicable period for the purposes of section 4" substitute "the seven year period mentioned in article 34 (time limit for exercise of authority to acquire land and rights compulsorily) of the National Grid (Norwich to Tilbury) Order 20[xx]".

(4) In section 11A (powers of entry: further notice of entry)—

(a) in subsection (1)(a), after "land" insert "under that provision"; and

(b) in subsection (2), after "land" insert "under that provision".

(5) In section 22(2) (expiry of time limit for exercise of compulsory purchase power not to affect acquisition of interests omitted from purchase), for "section 4 of this Act" substitute "article 34 (time limit for exercise of authority to acquire land and rights compulsorily) of the National Grid (Norwich to Tilbury) Order 20[xx]".

(6) In Schedule 2A(**c**) (counter-notice requiring purchase of land not in notice to treat)—

(a) for paragraphs 1(2) and 14(2) substitute—

"(2) But see article 26(3) (acquisition of subsoil or airspace only) of the National Grid (Norwich to Tilbury) Order 20[xx], which excludes the acquisition of subsoil or airspace only from this Schedule" ; and

(b) after paragraph 29, insert—

(**a**) Section 125 was amended by section 190 of, and paragraph 17 of, Schedule 16 to, the Housing and Planning Act 2016.
(**b**) Section 118 was amended by paragraphs 1, 58 and 59 of Schedule 13, and Part 20 of Schedule 25, to the Localism Act 2011 (c. 20) and Section 92(4) of the Criminal Justice and Courts Act 2015 (c. 2).
(**c**) Schedule 2A was inserted by section 199(1) of, and paragraphs 1 and 3 of Schedule 17 to, the Housing and Planning Act 2016.

“PART 4

INTERPRETATION

30. In this Schedule, references to entering on and taking possession of land do not include doing so under article 21 (protective works), 27 (temporary use of land by National Grid), 28 (temporary use of land by UKPN and UKOP) or 29 (temporary use of land for maintaining the authorised development) of the National Grid (Norwich to Tilbury) Order 20[xx].”

Extinguishment and suspension of private rights

38.—(1) Subject to the provisions of this article, all private rights and restrictive covenants over land subject to compulsory acquisition under this Order are extinguished or suspended—

(a) as from the date of acquisition of the land by the undertaker, whether compulsorily or by agreement; or

(b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act (power of entry),

whichever is the earlier.

(2) Subject to the provisions of this article, all private rights and restrictive covenants over land owned by the undertaker which, being within the Order limits, is required for the purposes of this Order, are extinguished on the start of any activity authorised by this Order which interferes with or breaches such rights or such restrictive covenants.

(3) Subject to the provisions of this article, all private rights and restrictive covenants over land subject to the compulsory acquisition of rights or the imposition of restrictions under this Order are extinguished in so far as their continuance would be inconsistent with the exercise of the right acquired or the burden of the restriction imposed—

(a) as from the date of the acquisition of the right or the benefit of the restriction by the undertaker, whether compulsorily or by agreement; or

(b) on the date of entry on the land by the undertaker under section 11(1) of the 1965 Act in pursuance of the right; or

(c) on the beginning of any activity authorised by the Order which interferes with or breaches those rights,

whichever is the earlier.

(4) Subject to the provisions of this article and article 41 (extinguishment of private rights and restrictive covenants relating to apparatus belonging to National Grid or UKPN removed from land subject to temporary possession), all private rights or restrictive covenants over land of which the undertaker takes temporary possession under this Order are suspended and unenforceable for as long as the undertaker remains in lawful possession of the land and in so far as their continuation would be inconsistent with the exercise of the powers under this Order or a breach of a restriction as to the user of land arising by virtue of a contract.

(5) Any person who suffers loss by the extinguishment or suspension of any private right or restrictive covenant under this article is entitled to compensation in accordance with the terms of section 152 of the 2008 Act (compensation in case where no right to claim in nuisance) to be determined, in case of dispute, under Part 1 of the 1961 Act.

(6) This article does not apply in relation to any right to which section 138 of the 2008 Act (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) or article 44 (statutory undertakers) applies.

(7) Paragraphs (1) to (4) have effect subject to—

(a) any notice given by the undertaker before—

(i) the completion of the acquisition of the land or rights or the imposition of restrictive covenants over or affecting the land;

(ii) the undertaker's appropriation of it;

(iii) the undertaker's entry onto it; or

(iv) the undertaker's taking temporary possession of it,

that any or all of those paragraphs do not apply to any right specified in the notice; and

(b) any agreement made, in so far as it relates to the authorised development, at any time between the undertaker and the person in or to whom the right or restrictive covenant in question is vested, belongs or benefits.

(8) If any such agreement as is referred to in paragraph (7)(b)—

(a) is made with a person in or to whom the right is vested or belongs; and

(b) is expressed to have effect also for the benefit of those deriving title from or under that person,

it is effective in respect of the persons so deriving title, whether the title was derived before or after the making of the agreement.

(9) A reference in this article to private rights and restrictive covenants over land includes any trust, incident, easement, wayleave, liberty, privilege, right or advantage annexed to land (including any land forming part of a common, open space or fuel or field garden allotment) and adversely affecting other land, including any natural right to support, and including restrictions as to the user of land arising by virtue of a contract.

Power to override easements and other rights

39.—(1) Any authorised activity which takes place on land within the Order limits (whether the activity is undertaken by the undertaker or by any person deriving title from the undertaker or by any servants or agents of the undertaker) is authorised by this Order if it is done in accordance with the terms of this Order, notwithstanding that it involves—

(a) an interference with an interest or right to which this article applies; or

(b) a breach of a restriction as to the user of land arising by virtue of a contract.

(2) In this article "authorised activity" means—

(a) the erection, construction or maintenance of any part of the authorised development;

(b) the exercise of any power authorised by this Order; or

(c) the use of any land (including the temporary use of land).

(3) The interests and rights to which this article applies include any trust, incident, easement, wayleave, liberty, privilege, right or advantage annexed to land (including any land forming part of a common, open space or fuel or field garden allotment) and adversely affecting other land, including any natural right to support, and including restrictions as to the user of land arising by virtue of a contract.

(4) Where an interest, right or restriction is overridden by paragraph (1), compensation—

(a) is payable under section 7 (measure of compensation in case of severance) or 10 (further provision as to compensation for injurious affection) of the 1965 Act; and

(b) is to be assessed in the same manner and subject to the same rules as in the case of other compensation under those sections where—

(i) the compensation is to be estimated in connection with a purchase under that Act; or

(ii) the injury arises from the execution of works on or use of land acquired under that Act.

(5) Where a person deriving title under the undertaker by whom the land in question was acquired—

(a) is liable to pay compensation by virtue of paragraph (4), and

(b) fails to discharge that liability,

the liability is to be enforceable against that undertaker in accordance with section 204(3) of the Housing and Planning Act 2016(**a**).

(6) Nothing in this article is to be construed as authorising any act or omission on the part of any person which is actionable at the suit of any person on any grounds other than such an interference or breach as is mentioned in paragraph (1) of this article.

Statutory authority to override easements and other rights

40.—(1) The carrying out or use of development authorised by this Order and the doing of anything else authorised by this Order is authorised by virtue of section 158 (nuisance — statutory authority) of the 2008 Act, notwithstanding that it involves—

(a) an interference with an interest or right to which this article applies; or

(b) a breach of a restriction as to user of land arising by virtue of contract.

(2) The undertaker must pay compensation to any person whose land is injuriously affected by—

(a) an interference with an interest or right to which this article applies; or

(b) a breach of a restriction as to user of land arising by virtue of contract,

authorised by virtue of this Order and the operation of section 158 of the 2008 Act.

(3) The interests and rights to which this article applies include any trust, incident, easement, wayleave, liberty, privilege, right or advantage annexed to land (including any land forming part of a common, open space or fuel or field garden allotment) and adversely affecting other land, including any natural right to support, and including restrictions as to the user of land arising by virtue of a contract.

(4) Subsection (2) of section 10 (further provision as to compensation for injurious affection) of the 1965 Act applies to paragraph (2) by virtue of section 152(5) of the 2008 Act.

(5) Any rule or principle applied to the construction of section 10 of the 1965 Act will be applied to the construction of paragraph (2) (with any necessary modifications).

Extinguishment of private rights and restrictive covenants relating to apparatus belonging to National Grid or UKPN removed from land subject to temporary possession

41.—(1) This article applies to any Order land specified in Schedule 12 (extinguishment of private rights and restrictive covenants relating to apparatus belonging to National Grid or UKPN removed from land subject to temporary possession) and any other Order land of which National Grid takes temporary possession under article 27 (temporary use of land by National Grid) or UKPN takes temporary possession under article 28 (temporary use of land by UKPN and UKOP).

(2) All private rights or restrictive covenants in relation to apparatus belonging to National Grid or UKPN removed from any land to which this article applies are extinguished from the date on which National Grid or UKPN gives up temporary possession of that land under article 27 (temporary use of land by National Grid) or 28 (temporary use of land by UKPN and UKOP), as the case may be.

(3) The extinguishment of rights by paragraph (2) does not give rise to any cause of action relating to the presence on or in the land of any foundations (save for those which lie less than 1.2 metres underground) referred to in article 27(5)(c) and 27(6)(c) or article 28(5)(c) or 28(6)(c) (National Grid and UKPN not required to remove foundations when giving up temporary possession).

(4) Schedule 12 (extinguishment or private rights and restrictive covenants relating to apparatus belonging to National Grid or UKPN removed from land subject to temporary possession) has effect.

(**a**) 2016 c. 22.

Crown rights

42.—(1) Nothing in this Order affects prejudicially any estate, right, power, privilege, authority or exemption of the Crown and, in particular, nothing in this Order authorises the undertaker or any licensee to take, use, enter on or in any manner interfere with any land or rights of any description (including any part of the shore or bed of the sea or any river, channel, creek, bay or estuary)—

(a) belonging to His Majesty in right of the Crown and forming part of the Crown Estate, without the consent in writing of the Crown Estate Commissioners;

(b) belonging to His Majesty in right of the Crown and not forming part of the Crown Estate, without the consent in writing of the government department having the management of that land; or

(c) belonging to a government department or held in trust for His Majesty for the purposes of a government department, without the consent in writing of that government department.

(2) Paragraph (1) does not apply to the exercise of any right under this Order for the compulsory acquisition of an interest in any Crown land (as defined in section 227 of the 2008 Act) that is for the time being held otherwise than by or on behalf of the Crown.

(3) A consent under paragraph (1)—

(a) may be given unconditionally or subject to terms and conditions; and

(b) is deemed to have been given in writing where it is sent electronically.

Special category land

43.—(1) So much of the special category land that is required for the purposes of the exercising by the undertaker of the Order rights will be discharged from all rights, trusts and incidents to which it was previously subject so far as their continuance would be inconsistent with the exercise of the Order rights.

(2) In this article—

"Order rights" means the rights exercisable over the special category land by the undertaker under article 25 (compulsory acquisition of rights); and

"special category land" means the land identified as forming part of a common, open space, or fuel or field allotment in the book of reference and marked as such on the plan entitled "special category and Crown land plans".

Statutory undertakers

44.—(1) Subject to the provisions of Schedule 16 (protective provisions) the undertaker may—

(a) further to the power in article 24 (compulsory acquisition of land), acquire compulsorily the Order land belonging to statutory undertakers, and described in the book of reference;

(b) extinguish or suspend the rights of, remove or reposition apparatus belonging to statutory undertakers where such apparatus is anywhere over or within the Order limits notwithstanding that repositioning may be outside of the Order limits;

(c) further to the power in article 25 (compulsory acquisition of rights), acquire compulsorily existing rights, create and acquire the new rights and impose restrictive covenants over land belonging to statutory undertakers described in the book of reference and indicated on the land plans;

(d) construct the authorised development in such a way as to cross underneath or over apparatus belonging to statutory undertakers and other like bodies within the Order limits; and

(e) construct over existing apparatus belonging to statutory undertakers any necessary track or roadway (whether temporary or permanent) together with the right to maintain or remove the same, and install such service media under or over the existing apparatus needed in connection with the authorised development.

(2) Paragraph (1)(b) has no effect in relation to apparatus in respect of which Part 3 (street works in England and Wales) of the 1991 Act applies.

Apparatus and rights of statutory undertakers in stopped-up streets

45.—(1) Where a street is stopped up under article 15 (permanent stopping up of streets and public rights of way), any statutory undertaker whose apparatus is under, in, on, along or across the street has the same powers and rights in respect of that apparatus, subject to the provisions of this article, as if this Order had not been made.

(2) Where a street is stopped up under article 15, any statutory undertaker whose apparatus is under, in, on, over, along or across the street or public right of way may, and if reasonably requested to do so by the undertaker must—

(a) remove the apparatus and place it or other apparatus provided in substitution for it in such other position as the statutory undertaker may reasonably determine and have power to place it; or

(b) provide other apparatus in substitution for the existing apparatus and place it in such position as described in sub-paragraph (a).

(3) Subject to the following provisions of this article, the undertaker must pay to any statutory undertaker an amount equal to the cost reasonably incurred by the statutory undertaker in or in connection with—

(a) the execution of the relocation works required in consequence of the stopping up of the street or public right of way; and

(b) the doing of any other work or thing rendered necessary by the execution of the relocation works.

(4) If in the course of the execution of relocation works under paragraph (2)—

(a) apparatus of a better type, of greater capacity or of greater dimensions is placed in substitution for existing apparatus; 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 to be necessary, then, if it involves cost in the execution of the relocation works 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 paragraph, would be payable to the statutory undertaker by virtue of paragraph (3) will be reduced by the amount of that excess.

(5) For the purposes of paragraph (4)—

(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 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.

(6) An amount which, apart from this paragraph, would be payable to a statutory undertaker in respect of works by virtue of paragraph (3) (and having regard, where relevant, to paragraph (4)) 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 utility 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.

(7) Paragraphs (3) to (6) do not apply where the authorised development constitutes major highway works, major bridge works or major transport works for the purposes of Part 3 of the 1991 Act, but instead—

(a) the allowable costs of the relocation works are to be determined in accordance with section 85 (Sharing of cost of necessary measures) of that Act and any regulations for the time being having effect under that section; and

(b) the allowable costs must be borne by the undertaker and the statutory undertaker in such proportions as may be prescribed by any such regulations.

(8) In this article—

"relocation works" means work executed, or apparatus provided, under paragraph (2); and

"statutory undertaker" means a statutory undertaker for the purposes of the 1980 Act or a public communications provider as defined in section 151(1) (Interpretation) of the 2003 Act.

Recovery of costs of new connections

46.—(1) Where any apparatus of a public utility undertaker or of a public communications provider is removed under article 44 (statutory undertakers), any person who is the owner or occupier of premises to which a supply was given from that apparatus is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of effecting a connection between the premises and any other apparatus from which a supply is given.

(2) Paragraph (1) does not apply in the case of the removal of a public sewer, but where such a sewer is removed under article 44 (statutory undertakers) any person who is—

(a) the owner or occupier of premises the drains of which communicated with that sewer; or

(b) the owner of a private sewer which communicated with that sewer,

is entitled to recover from the undertaker compensation in respect of expenditure reasonably incurred by that person, in consequence of the removal, for the purpose of making the drain or sewer belonging to that person communicate with any other public sewer or with a private sewerage disposal plant.

(3) In this article—

"public communications provider" has the same meaning as in section 151(1) of the 2003 Act(**a**); and

"public utility undertaker" has the same meaning as in the 1980 Act.

PART 6

MISCELLANEOUS AND GENERAL

Application of landlord and tenant law

47.—(1) This article applies to—

(a) any agreement for leasing to any person (except the undertaker) the whole or any part of the authorised development or the right to operate the same; and

(b) any agreement entered into by the undertaker with any person for the construction, maintenance, use or operation of the authorised development, or any part of it,

so far as any such agreement relates to the terms on which any land which is the subject of a lease granted by or under that agreement is to be provided for that person's use.

(2) No enactment or rule of law regulating the rights and obligations of landlords and tenants prejudices the operation of any agreement to which this article applies.

(**a**) 2003 c.21.

(3) Accordingly, no such enactment or rule of law applies in relation to the rights and obligations of the parties to any lease granted by or under any such agreement so as to—

(a) exclude or in any respect modify any of the rights and obligations of those parties under the terms of the lease, whether with respect to the termination of the tenancy or any other matter;

(b) confer or impose on any such party any right or obligation arising out of or connected with anything done or omitted on or in relation to land which is the subject of the lease, in addition to any such right or obligation provided for by the terms of the lease; or

(c) restrict the enforcement (whether by action for damages or otherwise) by any party to the lease of any obligation of any other party under the lease.

Defence to proceedings in respect of statutory nuisance

48.—(1) Where proceedings are brought under section 82(1) of the Environmental Protection Act 1990(**a**) (summary proceedings by person aggrieved by statutory nuisance) in relation to a nuisance falling within paragraphs (g) (noise emitted from premises so as to be prejudicial to health or a nuisance) and (ga) (noise from vehicles, machinery or equipment in a street) of section 79(1) of that Act no order must be made, and no fine must be imposed, under section 82(2) of that Act if—

(a) the defendant shows that the nuisance—

(i) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance or operation of the authorised development and that the nuisance is attributable to the carrying out of the authorised development in accordance with a notice served under section 60 (control of noise on construction site) or a consent given under section 61 (prior consent for work on construction site) of the Control of Pollution Act 1974(**b**); or

(ii) relates to premises used by the undertaker for the purposes of or in connection with the construction or maintenance or operation of the authorised development and that the nuisance is attributable to the carrying out of the authorised development in accordance with the controls and measures relating to noise as described in the relevant code of construction practice or the relevant construction traffic management plan approved under Schedule 3 (requirements) or paragraph 14 (control of noise during operational stage) of Schedule 3 (requirements) or in accordance with the noise levels set out in an environmental permit relating to the operation of the authorised development; or

(iii) is a consequence of the construction or maintenance of the authorised development and that it cannot reasonably be avoided; or

(iv) is a consequence of complying with a requirement of this Order and that it cannot reasonably be avoided; or

(b) the defendant shows that the nuisance—

(i) relates to premises used by the undertaker for the purposes of or in connection with the use of the authorised development and that the nuisance is attributable to the use of the authorised development which is being used in accordance with the controls and measures relating to noise as described in the relevant code of construction practice approved under Schedule 3 (requirements) or paragraph 14 (control of noise during operational stage) of Schedule 3 (requirements); or

(ii) is a consequence of the use of the authorised development and that it cannot reasonably be avoided.

(**a**) 1990 c. 43. Section 82 is amended by section 5 of the Noise and Statutory Nuisance Act 1993, c. 40, section 106 of, and Schedule 17 to, the Environment Act 1995, c. 25 and section 103 of the Clean Neighbourhoods and Environment Act 2005, c. 16. There are other amendments to this Act which are not relevant to this Order.

(**b**) 1974 c. 40. Sections 61(9) and 65(8) were amended by section 162 of, and paragraph 15 of Schedule 3 to, the Environmental Protection Act 1990, c. 25. There are other amendments to the 1974 Act which are not relevant to this Order.

(2) For the purposes of paragraph (1) above, compliance with the controls and measures relating to noise described in the relevant code of construction practice the relevant construction traffic management plan and paragraph 14 (control of noise during operational stage) of Schedule 3 (requirements) will be sufficient, but not necessary, to show that an alleged nuisance could not reasonably be avoided.

(3) Where a relevant planning authority is acting in accordance with section 60(4) and section 61(4) of the Control of Pollution Act 1974(**a**) in relation to the construction of the authorised development then the local authority must also have regard to the controls and measures relating to noise referred to in the relevant code of construction practice and the relevant construction traffic management plan approved under Schedule 3 (requirements).

(4) Section 61(9) (prior consent for work on construction sites) of the Control of Pollution Act 1974 does not apply where the consent relates to the use of premises by the undertaker for the purposes of or in connection with the construction or maintenance of the authorised development.

(5) In this article "premises" has the same meaning as in section 79 of the Environmental Protection Act 1990(**b**).

Traffic regulation

49.—(1) Subject to the provisions of this article, the undertaker may at any time for the purposes of the authorised development or for purposes ancillary to the construction or maintenance of the authorised development—

(a) prohibit waiting of vehicles and regulate vehicular speed by imposing a speed restriction on vehicles in the manner specified in Part 1 (temporary restriction of waiting and restriction of speed) of Schedule 13 (traffic regulation orders) on a road specified in column (2) and along the lengths and between the points specified in column (3) in the manner specified in column (4) of that Part of that Schedule;

(b) prohibit use of roads by through traffic and/or regulate the direction of vehicular movements in the manner specified in Part 2 (temporary restriction of access and restriction of movement) of Schedule 13 (traffic regulation orders) on the roads specified in column (2) and along the lengths and between the points specified in column (3) in the manner specified in column (4) of that Part of that Schedule;

(c) prohibit overtaking in the manner specified in Part 3 (temporary no overtaking) of Schedule 13 (traffic regulation orders) on the roads specified in column (2) and along the lengths and between the points specified in column (3) in the manner specified in column (4) of that Part of that Schedule.

(2) Without limiting the scope of the specific powers conferred by paragraph (1) but subject to the provisions of this article and the consent of the traffic authority in whose area the road concerned is situated, which consent must not be unreasonably withheld or delayed, the undertaker may, in so far as may be expedient or necessary for the purposes of or in connection with construction or maintenance of the authorised development, or for purposes ancillary to it, at any time—

(a) revoke, amend or suspend in whole or in part any order made, or having effect as if made, under the 1984 Act;

(b) permit, prohibit or restrict the stopping, parking, waiting, loading or unloading of vehicles on any road;

(c) authorise the use as a parking place of any road;

(d) make provision as to the maximum speed, direction or priority of vehicular traffic on any road; and

(e) permit, prohibit or restrict vehicular access to any road,

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(**a**) 1974 c.40.
(**b**) 1990 c. 43.

either at all times or at times, on days or during such periods as may be specified by the undertaker.

(3) Subject to the provisions of this article, the undertaker may at any time for the purposes of the authorised development or for purposes ancillary to the construction, maintenance or operation of the authorised development implement permanent traffic regulation measures to prohibit waiting of vehicles and regulate vehicular speed by imposing a speed restriction on vehicles in the manner specified in Part 4 (permanent restriction of waiting and restriction of speed) of Schedule 13 (traffic regulation orders) on a road specified in column (2) and along the lengths and between the points specified in column (3) in the manner specified in column (4) of that Part of that Schedule.

(4) The undertaker must not exercise the powers in paragraphs (1), (2) or (3) unless it has—

(a) given not less than four weeks' notice in writing of its intention so to do to the chief officer of police and to the traffic authority in whose area the road is situated; and

(b) advertised its intention in such manner as the traffic authority may specify in writing within five business days of its receipt of notice of the undertaker's intention as provided for in sub-paragraph (a).

(5) Any prohibition, restriction or other provision made by the undertaker under paragraph (1), (2) or (3)—

(a) has effect as if duly made by—

(i) the traffic authority in whose area the road is situated as a traffic regulation order under the 1984 Act; or

(ii) the local authority in whose area the road is situated as an order under section 32 of the 1984 Act (power of local authorities to provide parking places),

and the instrument by which it is effected may specify savings and exemptions (in addition to those mentioned in Schedule 13 (traffic regulation orders)) to which the prohibition, restriction or other provision is subject; and

(b) is deemed to be a traffic order for the purposes of Schedule 7 to the Traffic Management Act 2004(**a**) (road traffic contraventions subject to civil enforcement).

(6) Any prohibition, restriction or other provision made under paragraphs (1) or (2) of this article may at any time be suspended, varied or revoked by the undertaker from time to time by subsequent exercise of the powers conferred by paragraphs (1) and (2).

(7) Any prohibition, restriction or other provision made by the undertaker under paragraph (1) or (2) will cease to have effect on the expiry of the period of five years beginning with the date on which that part of the authorised development is first brought into operational use, except where the authorised development is replacement or landscape planting in which case the period of five years will begin with the date on which that part of the replacement or landscape planting is completed.

(8) Before complying with the provisions of paragraph (3) the undertaker must consult the chief officer of police and the traffic authority in whose area the road is situated.

(9) Expressions used in this article and in the 1984 Act have the same meaning in this article as in that Act.

(10) If the traffic authority fails to notify the undertaker of its decision within 25 business days (or such other period as agreed by the traffic authority and the undertaker) of receiving an application for consent under paragraph (2) the traffic authority is deemed to have granted consent.

(11) Any application for consent under paragraph (2) must include a statement that the provisions of paragraph (10) apply to that application.

(**a**) 2004 c. 18.

(12) If an application for consent under paragraph (2) does not include the statement required under paragraph (11), then the provisions of paragraph (10) will not apply to that application.

(13) A copy of the instrument referred to in paragraph (5) must be made available on request and, as soon as reasonably practicable after being made, must be served on the traffic authority.

Felling or lopping

50.—(1) Subject to paragraph (11) and article 51, the undertaker may fell, lop, prune, cut, trim, coppice, pollard, or reduce in height or width, any tree, shrub, shrubbery, hedgerow, or important hedgerow under or within or overhanging or near any part of the authorised development, or cut back its roots, if it reasonably believes it to be necessary to do so to prevent the tree, shrub, shrubbery, hedgerow or important hedgerow—

(a) from obstructing or interfering with the construction, maintenance or operation of the authorised development or any apparatus used in connection with the authorised development; or

(b) from constituting a danger to persons constructing, maintaining, or operating the authorised development.

(2) In carrying out any activity authorised by paragraph (1), the undertaker must not cause any unnecessary damage to any tree, shrub, shrubbery or hedgerow, or important hedgerow and must pay compensation to any person for any loss or damage arising from such activity.

(3) Any dispute as to a person's entitlement to compensation under paragraph (2), or as to the amount of compensation, is to be determined under Part 1 of the 1961 Act.

(4) Subject at all times to paragraph (8), the undertaker must not pursuant to paragraph (1) fell, lop, prune, cut, trim, coppice, pollard, or reduce in height or width a tree within or overhanging the extent of the public highway without the consent of the relevant highway authority.

(5) If the relevant highway authority fails to notify the undertaker of its decision within 25 business days (or such other period as agreed by the relevant highway authority and the undertaker) of receiving an application for consent under paragraph (4) the relevant highway authority is deemed to have granted consent.

(6) Any application for consent under paragraph (4) must include a statement that the provisions of paragraph (5) apply to that application.

(7) If an application for consent under paragraph (4) does not include the statement required under paragraph (6), then the provisions of paragraph (5) will not apply to that application.

(8) The consent of the relevant highway authority is not required under paragraph (4) where the tree to be felled, lopped, pruned, cut, trimmed, coppiced, pollarded, or reduced in height or width, is described or shown as 'removed or affected vegetation' on the trees and hedgerows to be removed and/or managed plans.

(9) The power conferred by paragraph (1) removes any obligation upon the undertaker to secure any consent to remove hedgerows under the Hedgerows Regulations 1997(**a**).

(10) In this article "hedgerow" and "important hedgerow" have the same meaning as in the Hedgerow Regulations 1997.

(11) Paragraph (1) does not apply to any tree identified as ancient or veteran unless it has previously been agreed to be removed or managed or is agreed to be dead, dying or dangerous by the relevant planning authority and there is no alternative to its removal or management.

Trees subject to Tree Preservation Orders

51.—(1) Subject to paragraph (6), the undertaker may fell, lop, prune, cut, trim, coppice, pollard or reduce in height or width any tree described in Schedule 14 (trees subject to tree preservation

(**a**) S.I. 1997/1160.

orders) and identified on the trees and hedgerows to be removed and/or managed plans, or cut back its roots, if it reasonably believes it to be necessary in order to do so to prevent the tree—

(a) from obstructing or interfering with the construction, maintenance or operation of the authorised development or any apparatus used in connection with the authorised development; or

(b) from constituting a danger to persons constructing, maintaining, or operating the authorised development.

(2) Subject to paragraph (6), the undertaker may fell, lop, prune, cut, trim, coppice, pollard, or reduce in height or width, any tree within or overhanging land within, or near the Order limits subject to a tree preservation order which was made after 24 June 2025, or cut back its roots, if it reasonably believes it to be necessary to do so in order to prevent the tree—

(a) from obstructing or interfering with the construction, maintenance or operation of the authorised development or any apparatus used in connection with the authorised development; or

(b) from constituting a danger to persons constructing, maintaining, or operating the authorised development.

(3) In carrying out any activity authorised by paragraph (1) and (2)—

(a) the undertaker must do no unnecessary damage to any tree and must pay compensation to any person for any damage arising from such activity; and

(b) the duty in section 206(1) of the 1990 Act (replacement of trees) does not apply.

(4) The authority given by paragraphs (1) or (2) constitutes a deemed consent under the relevant tree preservation order.

(5) Any dispute as to a person's entitlement to compensation under paragraph (3), or as to the amount of compensation, must be determined under Part 1 of the 1961 Act.

(6) Paragraphs 50(1) and 50(2) do not apply to any tree identified as ancient or veteran unless it has previously been agreed to be removed or managed or is agreed to be dead, dying or dangerous by the relevant planning authority and there is no alternative to its removal or management.

Temporary closure of, and works in, the River Stour

52.—(1) The undertaker may, in connection with the construction of the authorised development, temporarily interfere with the relevant part of the river.

(2) Without limitation on the powers conferred by paragraph (1) but subject to paragraph (4) the undertaker may, in connection with the construction of the authorised development—

(a) temporarily moor or anchor barges or other vessels or craft in the relevant part of the river and may load or unload into and from such barges, other vessels or craft equipment, machinery, soil and any other materials in connection with the construction or maintenance of the authorised development; and

(b) on grounds of health and safety only, temporarily close to navigation the relevant part of the river.

(3) The power conferred by paragraphs (1) and (2) will be exercised in such a way which secures—

(a) that no more of the relevant part of the river is closed to navigation at any time than is necessary in the circumstances; and

(b) that, if complete closure to navigation of the relevant part of the river becomes necessary, all reasonable steps are taken to secure that the period of closure is kept to a minimum and that the minimum obstruction, delay or interference is caused to vessels or craft which may be using or intending to use the part so closed.

(4) Any person who suffers loss as a result of the suspension of any private right of navigation under this article is entitled to be paid compensation for such loss by the undertaker, to be determined, in case of dispute, under Part 1 of the 1961 Act.

(5) In this article, "the relevant part of the river" means so much of the River Stour as is shown shaded blue and given a "NAV" reference on the access, rights of way and public rights of navigation plans.

Temporary suspension of public access to access land

53.—(1) This provision applies to the access land described in Schedule 15 (temporary suspension of public access to access land).

(2) The undertaker may, in connection with the authorised development temporarily—

(a) interfere with such parts of the access land as are affected by the authorised development by constructing, maintaining or decommissioning the relevant part of the authorised development as the undertaker considers necessary or expedient; and

(b) close to the public such parts of the access land as are affected by the authorised development during construction, maintenance or decommissioning of the relevant part of the authorised development.

Protection of interests

54. Schedule 16 (protective provisions) has effect.

Procedure regarding certain approvals etc.

55.—(1) Where an application or request is submitted to a relevant planning authority, a relevant county planning authority, a highway authority, a street authority or the owner of a watercourse, sewer or drain for any consent, agreement or approval required or contemplated by any of the provisions of this Order such consent, agreement or approval, if given, must be given in writing and must not be unreasonably withheld or delayed; and in this paragraph references to the relevant planning authority and highway authority include where the DESNZ unit is treated as such for the purposes of a requirement.

(2) Schedule 4 (discharge of requirements) has effect in relation to all consents, agreements or approvals granted, refused or withheld in relation to the requirements, and any document referred to in any requirement.

(3) Subject to paragraph (4) the procedure set out in paragraphs 3, 4 and 5 of Schedule 4 (discharge of requirements) has effect in relation to any other consent, agreement or approval required under this Order where such consent, agreement or approval is granted subject to any condition to which the undertaker objects, or is refused or is withheld.

(4) Paragraphs 3, 4 and 5 of Schedule 4 (discharge of requirements) do not have effect in respect of any consent, agreement or approval required by the provisions of Schedule 16 (protective provisions) to which article 62 (arbitration) instead applies.

Safeguarding

56.—(1) Save in respect of exempt applications, before granting planning permission for development to which this article applies, a relevant planning authority must consult the undertaker.

(2) This article applies to development which would be wholly or partly within the Order limits.

(3) Where this article requires a relevant planning authority to consult the undertaker before granting planning permission—

(a) they must give the undertaker notice of the application for planning permission (unless the applicant has served a copy of the application on the undertaker); and

(b) they may not determine the application before the end of the period of 15 business days, beginning two business days after the relevant planning authority has sent the notice to the undertaker by first class post or by such other means of service as may be agreed with

the relevant planning authority, which will be deemed to be the date on which the undertaker receives the notice or copy of the application.

(4) But a relevant planning authority may determine an application during that period if the undertaker has—

(a) made representations to the relevant planning authority about the application, or

(b) notified the relevant planning authority that it does not intend to make representations.

(5) In determining an application for planning permission a relevant planning authority must take into account any representations received in accordance with this article.

(6) The requirement to consult under this article is a local land charge.

(7) The requirement to consult will cease to have effect upon completion of the decommissioning of the authorised development or the final part of it.

(8) In this article—

"exempt applications" means—

(a) an application for planning permission which relates to development that—

(i) consists of an alteration to an existing building, or the change of use of an existing building or land; and

(ii) does not involve, or is not likely to involve, any construction engineering or other operations below existing ground level;

(b) an application for planning permission which is to be determined by a relevant planning authority in the period of 15 business days beginning on the day after the date on which the Order comes into force; and

"relevant planning authority" means any local planning authority in receipt of an application for planning permission to which this article applies.

No double recovery

57. Compensation is not payable in respect of the same matter both under this Order and under any other enactment, contract or deed or rule of law, or under two or more different provisions of this Order.

Application, disapplication and modification of legislative provisions

58. Schedule 17 (public general legislation) to this Order, which makes provision applying, modifying and excluding statutory provisions which relate to matters for which provision may be made by this Order, has effect.

Amendment of local legislation

59.—(1) Any statutory provision of local application and, in particular, the local enactments specified in Schedule 18 (amendment of local legislation), and any byelaws or other provisions made under any of those enactments, are hereby excluded and do not apply insofar as inconsistent with a provision of, or a power conferred by, this Order.

(2) In particular, a power conferred by this Order may be exercised despite, and without having regard to, a provision made by or by virtue of a specified enactment, or any other statutory provision of local application, that—

(a) requires or permits a specified road, path, passage, bridge, parapet, fence or other place or structure to be kept open or maintained generally or in a specified manner;

(b) requires or permits the provision and maintenance of lights or other apparatus or structures generally or in a specified manner;

(c) prohibits or restricts (or imposes conditions or penalties on or in relation to) the obstruction or removal of, or the causing of damage to, a specified place or structure (or class of places or structures);

(d) prohibits or restricts (or imposes conditions on or in relation to) the erection of structures, or the undertaking of other works, in a specified place or structure (or class of places or structures);

(e) permits or requires a specified place or structure to be closed;

(f) makes provision about the conduct of persons using a specified walkway or other place or structure (or class of places or structures) whether by prohibiting or restricting movement (of persons, vehicles or animals) or otherwise;

(g) specifies a minimum or maximum depth for, or otherwise restricts or imposes conditions in relation to, the laying of pipes or the carrying out of any other works;

(h) prohibits the laying of pipes or the carrying out of any other works generally or without the consent of a specified person;

(i) makes provision about the construction or maintenance of, or any other matter relating to, pipes, drains or other means of connecting with sewers; or

(j) in any other way would or might apply in relation to anything done, or omitted to be done, in the exercise of a power conferred by this Order.

(3) For the purpose of paragraph (1) a provision is inconsistent with the exercise of a power conferred by this Order if and insofar as (in particular)—

(a) it would make it an offence to take action, or not to take action, in pursuance of the power;

(b) action taken in pursuance of the power would cause the provision to apply so as to enable a person to require the taking of remedial or other action or so as to enable remedial or other action to be taken; or

(c) action taken in pursuance of a power or duty under the provision would or might interfere with the exercise of any work authorised by this Order.

(4) Where any person notifies the undertaker in writing that anything done or proposed to be done by the undertaker or by virtue of this Order would amount to a contravention of a statutory provision of local application, the undertaker must as soon as reasonably practicable, and in any event within 10 business days of receipt of the notice, respond in writing setting out—

(a) whether the undertaker agrees that the action taken or proposed does or would contravene the provision of local application;

(b) if the undertaker does agree, the grounds (if any) on which the undertaker believes that the provision is excluded by this article; and

(c) the extent of that exclusion.

(5) Paragraphs (1) to (4) do not apply to the 2025 Order.

(6) To the extent that there is any inconsistency or conflict between any works authorised under this Order, works carried out in connection with the authorised development, or the exercise by the undertaker of the functions conferred by this Order and all or any of the provisions of the 2025 Order then, in respect of such inconsistency or conflict, there is deemed to be no breach, or non-compliance, of any provision or requirement of the 2025 Order.

(7) Without prejudice to the generality of paragraph (6), the 2025 Order is amended by the insertion of the following provisions after sub-paragraph 1(3) of Schedule 2—

"(4) Sub-paragraph (5) applies where an obligation on the undertaker under this Schedule requires—

(a) "accordance" or "substantial accordance" with a document referred to in Schedule 16;

(b) that performance of the obligation requires it to "reflect" a commitment contained in a document referred to in Schedule 16; or

(c) adherence to a test similar to that referred to in sub-paragraphs (a) and (b).

(5) Where the undertaker seeks approval for the discharge of an obligation referred to in sub-paragraph (4), that obligation will be deemed to have been met where the Secretary of

State is reasonably satisfied that, in order to render the authorised development compatible with the development authorised by the National Grid (Norwich to Tilbury) Order 20[xx] ("the 20[xx] Order"), that the obligation—

(a) is to be discharged partially or wholly on land authorised by the 20[xx] Order, instead of land authorised by this Order and identified in a document referred to in Schedule 16; or

(b) requires modification in order to be discharged; or

(c) is not capable of being discharged.

(6) Where sub-paragraph (5)(a) applies, the land authorised for use by the 20[xx] Order in place of the land authorised under this Order will, subject to such reasonable modifications as the undertaker considers necessary, be bound by the same obligations as contained in the relevant documents referred to in Schedule 16 in relation to the land authorised by this Order.

(7) Without prejudice to the generality of sub-paragraphs (4) to (6) of this paragraph and on the condition that development authorised by the 20[xx] Order is begun in the Interface Area, the undertaker is relieved of the following obligations under this Schedule:

(a) nitrogen deposition habitat creation at the Hoford Road site, as outlined in the Outline Landscape and Ecology Management Plan to the extent that it falls within the Order limits of the 20[xx] Order;

(b) the requirement at paragraph 6.9.5(c) of the Outline Landscape and Ecology Management Plan to provide a woodland connection between the existing woodland around the cement works and the woodland surrounding Orsett Golf Course in addition to the woodland mitigation planting along the Chadwell link;

(c) the installation of a Bat Barn in the northern extent of the Hoford Road ancient woodland replacement site, as shown on Figure 2.4 of the Environmental Statement;

(d) design principle PLA.05 relating to habitat connectivity, as set out in the Design Principles Document, insofar as it applies in or adjacent to the Interface Area;

(e) design principle LSP.19 relating to ancient woodland compensation, as set out in the Design Principles Document, insofar as it applies in or adjacent to the Interface Area;

(f) design principle S10.04 relating to screen planting, as set out in the Design Principles Document; and

(g) design principle S10.14 relating to the retention of vista near representative viewpoint N-18 as set out in the Design Principles Document.

(8) In sub-paragraph (7), "interface area" means land which falls within both the Order Limits of this Order and the Order Limits of the 20[xx] Order."

Certification of documents

60.—(1) National Grid must, as soon as practicable after the making of this Order, submit to the Secretary of State copies of the plans and documents identified in Schedule 19 (certified documents) of this Order for certification as true copies of those plans and documents referred to in this Order.

(2) A plan or document so certified is admissible in any proceedings as evidence of the contents of the document of which it is a copy

(3) Where any plan or document identified in Schedule 19 is required to be amended to reflect the terms of the Secretary of State's decision to make this Order, that plan or document in the form amended to the Secretary of State's satisfaction is the version of the plan or document required to be certified under paragraph (1).

(4) Where a plan or document certified under paragraph (1)—

(a) refers to a provision in this Order (including any specified requirement) when it was in draft form; and

(b) identifies the provision by number or combination of numbers and letters, which is different from the number or combination of numbers or letters by which the corresponding provision of this Order is identified in the Order as made;

the reference in the plan or document concerned must be construed for the purposes of the Order as referring to the provisions (if any) corresponding to that provision in the Order as made.

(5) The undertaker must, following certification of the plans or documents in accordance with paragraph (1), make those plans or documents available in electronic form for inspection by members of the public.

Service of notices

61.—(1) A notice or other document required or authorised to be served for the purposes of this Order may be served—

(a) by post;

(b) by delivering it to the person on whom it is to be served or to whom it is to be given or supplied; or

(c) with the written consent of the recipient and subject to paragraphs (5) to (8), by electronic transmission.

(2) Where the person on whom a notice or other document to be served for the purposes of this Order is a body corporate, the notice or document is duly served if it is served on the secretary or clerk of that body.

(3) For the purposes of section 7 of the Interpretation Act 1978(**a**) as it applies for the purposes of this article, the proper address of any person in relation to the service on that person of a notice or document under paragraph (1) is, if that person has given an address for service, that address, and otherwise—

(a) in the case of the secretary or clerk of a body corporate, the registered or principal office of that body; and

(b) in any other case, the last known address of that person at the time of service.

(4) Where for the purposes of this Order a notice or other document is required or authorised to be served on a person as having any interest in, or as the occupier of, land and the name or address of that person cannot be ascertained after reasonable enquiry, the notice may be served by—

(a) addressing it to that person by name or by the description of "owner", or as the case may be "occupier", of the land (describing it); and

(b) either leaving it in the hands of a person who is or appears to be resident or employed on the land or leaving it conspicuously affixed to some building or object on or near the land.

(5) Where a notice or other document required to be served or sent for the purposes of this Order is served or sent by electronic transmission the requirement is taken to be fulfilled only where—

(a) the recipient of the notice or other document to be transmitted has given consent to the use of electronic transmission in writing or by electronic transmission;

(b) the notice or document is capable of being accessed by the recipient;

(c) the notice or document is legible in all material respects; and

(d) the notice or document is in a form sufficiently permanent to be used for subsequent reference.

(6) Where the recipient of a notice or other document served or sent by electronic transmission notifies the sender within five business days of receipt that the recipient requires a paper copy of

(**a**) 1978 c. 30.

all or part of that notice or other document, the sender must provide such a copy as soon as reasonably practicable.

(7) Any consent to the use of electronic communication given by a person may be revoked by that person in accordance with paragraph (8).

(8) Where a person is no longer willing to accept the use of electronic transmission for any of the purposes of this Order—

(a) that person must give notice in writing or by electronic transmission revoking any consent given by that person for that purpose; and

(b) such revocation is final and takes effect on a date specified by the person in the notice but that date must not be less than five business days after the date on which the notice is given.

(9) This article does not exclude the employment of any method of service not expressly provided for by it.

(10) In this article "legible in all material respects", in relation to a notice or document, means that the information contained in the notice or document is available to that person to no lesser extent than it would be if served, given or supplied by means of a notice or document in printed form.

Arbitration

62.—(1) Subject to article 55 (procedures regarding certain approvals, etc.) and except where otherwise expressly provided for in this Order or unless otherwise agreed between the parties, any difference under any provision of this Order must be referred to and settled by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) by the Secretary of State.

(2) Any matter for which the consent or approval of the Secretary of State is required under any provision of this Order is not to be subject to arbitration.

[Landscape compensation, offsetting and enhancement

63. Schedule 20 (landscape compensation, offsetting and enhancement in relation to specified locations) has effect.](**a**)

(**a**) [The Applicant does not consider that the provision of compensation, offsetting or enhancement for the residual landscape and visual effects of the authorised development is required by the applicable legal and National Policy Statement ("NPS") policy framework. The Applicant has set out its position to the Examining Authority at Issue Specific Hearing 4 and summarised it at paragraphs 5.1(a) and (b) of REP6-118 – Document 8.5.12 Applicant's Written Summary of Oral Submissions and Response to Action Points for Issue Specific Hearing 4 (Final Issue A) and Document 8.34 Applicant's Closing Statement with a Summary of Areas of Disagreement submitted at Deadline 8. The county planning authorities listed below and Thurrock Council (a unitary authority) disagree with the Applicant's position. They consider that the relevant legal and policy tests are met and that, during the examination, they provided their justification to support the inclusion of a regime for landscape compensation, offsetting, and enhancement in relation to specified locations within their administrative areas, for example Suffolk County Council: [RR-3520] (92-112), [REP1-178] (13.220-225), [REP3-085] (5.2-5), [REP4-335] (9.24), [REP4-336] (8.2-3), [REP5-271] (GEN2.2 and LV2.16), and [REP6-166] (5.1.a); Essex County Council: [REP1-161] (4.10.4-7), [REP3-077] (3.22-25), [REP4-328] (5.20-26), [REP5-242] (LV2.16), and [REP6-147] (3.1-8); Norfolk County Council: [RR-2754] (10-19-21), [REP1-173] (11.24-30), [REP5-256] (GEN2.2); and Thurrock Council: [REP6-170] (2.3). Without prejudice to its position, the Applicant has progressed consideration of landscape compensation, offsetting and enhancement proposals with the relevant authorities at certain locations as specified in Schedule [20] of this draft Order, given effect by this Article [63]. This Article [63] and Schedule [20] are therefore proposed by the Applicant on a "blue pencil" basis as a matter for the Secretary of State to determine whether they are required pursuant to the applicable legal and NPS policy framework. If the Secretary of State agrees with the Applicant's position and concludes the contributions to be paid pursuant to Article [63] and Schedule [20] are not required by the applicable legal and NPS policy framework, the Applicant requests that Article [63] and Schedule [20] and the associated definitions of the related landscape compensation, offsetting and enhancement area plans (as denoted by footnotes) in Article 2 be deleted from the final form Order if it is made. Alternatively, if the Secretary concludes that the proposed Article is in accordance with the legal and policy framework, agreeing with the authorities' position, Article [63] and Schedule [20] and the associated definitions of the related landscape compensation, offsetting and enhancement area plans (as denoted by footnotes) in Article 2 should be retained in the Order and the square brackets removed. In either event, this footnote should be removed in any final made Order.]

Signed by authority of the Secretary of State for Energy Security and Net Zero.

Name
[title]
Date Department for Energy Security and Net Zero

SCHEDULES

SCHEDULE 1

Article 3

AUTHORISED DEVELOPMENT

A nationally significant infrastructure project as defined in sections 14 and 16 of the 2008 Act and associated development within the meaning of section 115(2) of the 2008 Act, comprising—

TRANSMISSION ELECTRIC LINE
In the district of South Norfolk Council

Work No. 1 — Norwich Main Substation modifications and Line Entries

Works as shown on Section A Sheet 1 of the works plans to construct and install two new gantries within Norwich Main Substation associated with the overhead transmission electric line (Route RG) (Work No. 2), including—

(a) foundations and steelwork to construct and install two new gantries within Norwich Main Substation;

(b) the installation of conductors, busbars, shunt reactors, switchgear and fittings, including downleads and downdroppers at each new gantry, to facilitate connection to the equipment within the air insulated switchgear building situated within Norwich Main Substation;

(c) the installation of fibre optic conductors, with optical fibre terminated in joint boxes;

(d) modifications to existing apparatus within the footprint of Norwich Main Substation; and

(e) landscaping, including mitigation planting.

In the districts of South Norfolk Council and Mid Suffolk District Council

Work No. 2 — overhead transmission electric line (Route RG) from Norwich Main Substation to Bramford Substation

Works shown as commencing on Section A Sheet 1 and terminating on Section B Sheet 22 of the works plans to construct and install a new overhead transmission electric line (Route RG) between the two gantries at Norwich Main Substation (Work No. 1) and the two gantries at Bramford Substation (Work No. 3), including—

(a) the foundations and steelwork to construct new pylons;

(b) the installation of 69 kilometres of overhead transmission electric line between Norwich Main Substation and Bramford Substation;

(c) the installation of conductors, insulators and fittings; and

(d) the installation of fibre optic conductors.

In the district of Mid Suffolk District Council

Work No. 3 — Bramford Substation modifications and Line Entries (North) (Route RG)

Works as shown on Section B Sheet 20 of the works plans to construct and install two new gantries within Bramford Substation associated with the overhead transmission electric line (Route RG) (Work No. 2), including—

(a) foundations and steelwork to construct and install two new gantries within Bramford Substation;

(b) the installation of conductors, busbars, shunt reactors, switchgear and fittings, including downleads and downdroppers at each new gantry, to facilitate connection to the equipment within the insulated switchgear building situated within Bramford Substation;

(c) the installation of fibre optic conductors, with optical fibre terminated in joint boxes; and

(d) modifications to existing apparatus within the footprint of Bramford Substation.

In the district of Mid Suffolk District Council

Work No. 4 — Bramford Substation Extension and Line Entries (Route JC)

Works as shown on Section B Sheet 20 of the works plans to construct and install an extension to the existing Bramford Substation and to construct and install two new gantries within Bramford Substation associated with the overhead transmission electric line (Route JC), including—

(a) site clearance and preparation and establishment;

(b) temporary work areas and laydown areas associated with the installation of the works;

(c) earthworks including to create platforms for the new substation equipment, structures, landscaping, roads and compounds;

(d) foundations to support all new structures and equipment;

(e) support structures;

(f) foundations and steelwork to construct and install two new gantries;

(g) equipment between gantries and switchgear;

(h) the installation of conductors, busbars, shunt reactors, switchgear and associated equipment including downleads and downdroppers at each new gantry, to facilitate connection to the equipment within the insulated switchgear building situated within Bramford Substation;

(i) electrical control panels;

(j) troughs and below ground services;

(k) earth mat;

(l) substation building(s);

(m) underground electric cables and fibre optic cables and cable ducts with optical fibre terminated in joint boxes;

(n) relay rooms, battery rooms, storage rooms and other welfare facilities;

(o) telecommunications equipment;

(p) drainage works;

(q) other site furniture;

(r) security perimeter fence including security gates;

(s) the construction of site access roads , hardstanding, car parking, footways and roadways;

(t) utility service connections for electricity, telecommunications and potable water and/or connection of power supply made from temporary generators;

(u) utility service connection for on-site storage for later disposal of grey water and sanitation;

(v) lighting, including masts and columns; and

(w) landscaping, including mitigation planting.

In the districts of Mid Suffolk District Council and Babergh District Council

Work No. 5 — overhead transmission electric line (Route JC) from Bramford Substation to the Wenham Grove Cable Sealing End Compound

Works shown as commencing on Section B Sheet 20 and terminating on Section C Sheet 6 of the works plans to construct and install a new overhead transmission electric line (Route JC) between the two gantries at Bramford Substation (Work No. 4) and the two sealing end compound gantries at the Wenham Grove Cable Sealing End Compound (Work No. 6), including—

(a) the foundations and steelwork to construct new pylons;

(b) the installation of 9 kilometres of overhead transmission electric line between Bramford Substation and the Wenham Grove Cable Sealing End Compound;

(c) the installation of conductors, insulators and fittings, including downleads and downdroppers at each gantry to facilitate connection to the equipment within the Wenham Grove Cable Sealing End Compound; and

(d) the installation of fibre optic conductors, with optical fibre terminated in joint boxes.

In the district of Babergh District Council

Work No. 6 – Wenham Grove Cable Sealing End Compound

Works as shown on Section C Sheet 6 of the works plans to construct a new cable sealing end compound at Wenham Grove, including—

(a) Wenham Grove Cable Sealing End Compound sealing end equipment including switchgear and connection to overhead transmission electric line conductors including gantries;

(b) Wenham Grove Cable Sealing End Compound permanent compound, security fencing and gates, within which is situated the sealing end equipment, earthing and protection and control systems, portable relay room, supervisory control and data acquisition communication, switchgear, connection to overhead electric line including fibre optic cable to joint boxes, gantries, transformers, cables, surface troughs, fibre optic cable and joint boxes, and low voltage supply inclusive of distribution network operator connection or solar panels and battery storage;

(c) landscaping , including mitigation planting, at the Wenham Grove Cable Sealing End Compound; and

(d) the construction of site access roads, hardstanding, car parking, footways and roadways.

In the districts of Babergh District Council, Colchester City Council and Tendring District Council

Work No. 7 —underground transmission electric line (Route JC) from the Wenham Grove Cable Sealing End Compound to the East Anglia Connection Node Substation

Works shown as commencing on Section C Sheet 6 and terminating on Section C Sheet 14 of the works plans to construct and install a new underground transmission electric line (17 kilometres in length) (Route JC) in the section of the works between and including the Wenham Grove Cable Sealing End Compound (Work No. 6) and the East Anglia Connection Node Substation (Work No. 8) , including cable ducts, joint bays, link pillars, fibre optic conductors and earthing and protection and control systems.

In the district of Tendring District Council

Work No. 8 — East Anglia Connection Node Substation

Works as shown on Section C Sheet 14 of the works plans to construct and install a new substation to be known as the East Anglia Connection Node Substation to facilitate connections to the JC and TB electric lines, including—

(a) East Anglia Connection Node Substation sealing end equipment including cables, ducts, protection, switchgear and connection to transmission electric line conductors and cables including gantries;

(b) the construction of foundations to support all new structures and equipment;

(c) the installation of up to three super grid transformers;

(d) the installation of support structures;

(e) foundations and steelwork to construct and install two gantries for the termination of electric line conductors and cables into the East Anglia Connection Node Substation;

(f) the installation of equipment between gantries and switchgear;

(g) the installation of switchgear and equipment;

(h) installation of high voltage equipment;

(i) the installation of electrical control panels;

(j) the installation of a diesel generator;

(k) the installation of troughs and below ground services;

(l) the installation of new relay rooms, battery rooms, storage rooms and other welfare facilities;

(m) the installation of electric vehicle charging points;

(n) the installation of telecommunications equipment;

(o) the installation of above ground water tanks;

(p) drainage works;

(q) electrical earthing works;

(r) the installation of other site furniture;

(s) the erection of a security fence, gates and other security measures around the perimeter of the East Anglia Connection Node Substation and installation of security equipment;

(t) the construction of site access roads, hardstanding, car parking and roadways;

(u) utility service connections for electricity, communications and potable water and/or connection of power supply made from temporary generators;

(v) utility service connection or on site storage for later disposal of grey water and sanitation;

(w) earthworks including to create platforms for the new East Anglia Connection Node Substation equipment, structures, landscaping, roads and compounds;

(x) lighting, including masts and columns; and

(y) landscaping, including mitigation planting.

In the districts of Tendring District Council and Colchester City Council

Work No. 9 —overhead transmission electric line (Route TB) from the East Anglia Connection Node Substation to the Great Horkesley (EACN side) Cable Sealing End Compound

Works shown as commencing on Section C Sheet 14 and terminating on Section D Sheet 2 of the works plans to construct and install a new overhead transmission electric line (Route TB) between the two gantries at the East Anglia Connection Node Substation (Work No. 8) and the two sealing

end compound gantries at the Great Horkesley (EACN side) Cable Sealing End Compound (Work No. 10), including —

(a) the foundations and steelwork to construct new pylons;

(b) the installation of 10 kilometres of overhead transmission electric line between the East Anglia Connection Node Substation and the Great Horkesley (EACN side) Cable Sealing End Compound;

(c) the installation of conductors, insulators and fittings, including downleads and downdroppers at each gantry to facilitate connection to the equipment within the East Anglia Connection Node Substation;

(d) the installation of conductors, insulators and fittings, including downleads and downdroppers at each gantry to facilitate connection to the equipment within the Great Horkesley (EACN side) Cable Sealing End Compound; and

(e) the installation of fibre optic conductors, with optical fibre terminated in joint boxes.

In the district of Colchester City Council

Work No. 10 – Great Horkesley (EACN side) Cable Sealing End Compound

Works as shown on Section D Sheet 2 of the works plans to construct a new cable sealing end compound at Great Horkesley (EACN side), including—

(a) Great Horkesley (EACN side) Cable Sealing End Compound sealing end equipment including switchgear and connection to overhead transmission electric line conductors including gantries;

(b) Great Horkesley (EACN side) Cable Sealing End Compound permanent compound, security fencing and gates, within which is situated the sealing end equipment, earthing and protection and control systems, portable relay room, supervisory control and data acquisition communication, switchgear, connection to overhead electric line including fibre optic cable to joint boxes, gantries, transformers, cables, surface troughs, fibre optic cable and joint boxes, and low voltage supply inclusive of distribution network operator connection or solar panels and battery storage;

(c) landscaping, including mitigation planting, at the Great Horkesley (EACN side) Cable Sealing End Compound; and

(d) the construction of site access roads, hardstanding, car parking, footways and roadways.

In the district of Colchester City Council

Work No. 11 — underground transmission electric line (Route TB) from the Great Horkesley (EACN side) Cable Sealing End Compound to the Great Horkesley (Tilbury side) Cable Sealing End Compound

Works shown as commencing on Section D Sheet 2 and terminating on Section D Sheet 4 of the works plans to construct and install a new underground transmission electric line (4 kilometres in length) (Route TB) in the section of the works between and including the Great Horkesley (EACN side) Cable Sealing End Compound (Work No. 10) and the Great Horkesley (Tilbury side) Cable Sealing End Compound (Work No. 12), including cable ducts, joint bays, link pillars, fibre optic conductors and earthing and protection and control systems.

In the district of Colchester City Council

Work No. 12 – Great Horkesley (Tilbury side) Cable Sealing End Compound

Works as shown on Section D Sheet 4 of the works plans to construct a new cable sealing end compound at Great Horkesley (Tilbury side), including—

(a) Great Horkesley (Tilbury side) Cable Sealing End Compound sealing end equipment including switchgear and connection to overhead transmission electric line conductors including gantries;

(b) Great Horkesley (Tilbury side) Cable Sealing End Compound permanent compound, security fencing and gates, within which is situated the sealing end equipment, earthing and protection and control systems, portable relay room, supervisory control and data acquisition communication, switchgear, connection to overhead electric line including fibre optic cable to joint boxes, gantries, transformers, cables, surface troughs, fibre optic cable and joint boxes, and low voltage supply inclusive of distribution network operator connection or solar panels and battery storage ;

(c) landscaping, including mitigation planting, at the Great Horkesley (Tilbury side) Cable Sealing End Compound; and

(d) the construction of site access roads, hardstanding, car parking, footways and roadways.

In the district of Colchester City Council and Braintree District Council

Work No. 13 — overhead transmission electric line (Route TB) from the Great Horkesley (Tilbury side) Cable Sealing End Compound to the Fairstead (EACN side) Cable Sealing End Compound

Works shown as commencing on Section D Sheet 4 and terminating on Section E Sheet 6 of the works plans to construct and install a new overhead transmission electric line (Route TB) between the two gantries at the Great Horkesley (Tilbury side) Cable Sealing End Compound (Work No. 12) and the two sealing end compound gantries at the Fairstead (EACN side) Cable Sealing End Compound (Work No. 14), including—

(a) the foundations and steelwork to construct new pylons;

(b) the installation of 25 kilometres of overhead transmission electric line between the Great Horkesley (Tilbury side) Cable Sealing End Compound and the Fairstead (EACN) side Cable Sealing End Compound;

(c) the installation of conductors, insulators and fittings, including downleads and downdroppers at each gantry to facilitate connection to the equipment within the Great Horkesley (Tilbury side) Cable Sealing End Compound and the Fairstead (EACN side) Cable Sealing End Compound; and

(d) the installation of fibre optic conductors, with optical fibre terminated in joint boxes.

In the district of Braintree District Council

Work No. 14 – Fairstead (EACN side) Cable Sealing End Compound

Works as shown on Section E Sheet 6 of the works plans to construct a new cable sealing end compound at Fairstead (EACN side), including—

(a) Fairstead (EACN side) Cable Sealing End Compound sealing end equipment including switchgear and connection to overhead transmission electric line conductors including two gantries;

(b) Fairstead (EACN side) Cable Sealing End Compound permanent compound, security fencing and gates, within which is situated the sealing end equipment, earthing and protection and control systems, portable relay room, supervisory control and data acquisition communication, switchgear, connection to overhead electric line including fibre optic cable to joint boxes, gantries, transformers, cables, surface troughs, fibre optic cable and joint boxes, and low voltage supply inclusive of distribution network operator connection or solar panels and battery storage;

(c) landscaping, including mitigation planting, at the Fairstead (EACN side) Cable Sealing End Compound; and

(d) the construction of site access roads, hardstanding, car parking, footways and roadways.

In the district of Braintree District Council

Work No. 15 — underground transmission electric line (Route TB) from the Fairstead (EACN side) Cable Sealing End Compound to the Fairstead (Tilbury side) Cable Sealing End Compound

Works shown as commencing on Section E Sheet 6 and terminating on Section E Sheet 6 of the works plans to construct and install a new underground transmission electric line (0.15 kilometres in length) (Route TB) in the section of the works between and including the Fairstead (EACN side) Cable Sealing End Compound (Work No. 14) and the Fairstead (Tilbury side) Cable Sealing End Compound (Work No. 16), including cable ducts, joint bays, link pillars, fibre optic conductors and earthing and protection and control systems.

In the district of Braintree District Council

Work No. 16 – Fairstead (Tilbury side) Cable Sealing End Compound

Works as shown on Section E Sheet 6 of the works plans to construct a new cable sealing end compound at Fairstead (Tilbury side), including—

(a) Fairstead (Tilbury side) Cable Sealing End Compound sealing end equipment including switchgear and connection to overhead transmission electric line conductors including two gantries;

(b) Fairstead (Tilbury side) Cable Sealing End Compound permanent compound, security fencing and gates, within which is situated the sealing end equipment, earthing and protection and control systems, portable relay room, supervisory control and data acquisition communication, switchgear, connection to overhead electric line including fibre optic cable to joint boxes, gantries, transformers, cables, surface troughs, fibre optic cable and joint boxes, and low voltage supply inclusive of distribution network operator connection or solar panels and battery storage;

(c) landscaping, including mitigation planting, at the Fairstead (Tilbury side) Cable Sealing End Compound; and

(d) the construction of site access roads, hardstanding, car parking, footways and roadways.

In the districts of Braintree District Council, Chelmsford City Council, Brentwood Borough Council, Basildon Borough Council and Thurrock Council

Work No. 17 — overhead transmission electric line (Route TB) from the Fairstead (Tilbury side) Cable Sealing End Compound to the Tilbury North Substation

Works shown as commencing on Section E Sheet 6 and terminating on Section H Sheet 5 of the works plans to construct and install a new overhead transmission electric line (Route TB) between the two gantries at the Fairstead (Tilbury side) Cable Sealing End Compound (Work No. 16) and the two gantries at the Tilbury North Substation (Work No. 18), including—

(a) the foundations and steelwork to construct new pylons;

(b) the installation of 47 kilometres of overhead transmission electric line between the Fairstead (Tilbury side) Cable Sealing End Compound and the Tilbury North Substation;

(c) the installation of conductors, insulators and fittings, including downleads and downdroppers at each gantry to facilitate connection to the equipment within the Fairstead (Tilbury side) Cable Sealing End Compound and the Tilbury North Substation; and

(d) the installation of fibre optic conductors, with optical fibre terminated in joint boxes.

In the district of Thurrock Council

Work No. 17A – works for the protection of UKOP apparatus

Works shown as commencing on Section H Sheet 1A and terminating on Section H Sheet 1B of the works plans for the provision of alternating current mitigation in accordance with British Standard EN ISO 18086 in respect of the UKOP 14-inch Thames to Buncefield Multi Fuel pipeline including—

(a) provision of anti-corrosion earthing strips;

(b) subsurface cabling to connect mitigation works, monitoring pillars and pipeline;

(c) two temporary construction compounds, which may include—

(i) earthworks, soil stripping and storage, ground improvement;

(ii) car parking, hard standing, roadways and access roads (including construction site services and temporary bridges);

(iii) drainage works;

(iv) office and staff welfare facilities;

(v) utility service connections for electricity, communication and potable water and/or connection of power supply may from temporary generators;

(vi) utility service connection or on site storage for later disposal of grey water and sanitation;

(vii) emergency electrical generator;

(viii) materials, tools and fuel storage and laydown areas;

(ix) assembly areas;

(x) plant and equipment storage areas;

(xi) wheel cleaning facilities;

(xii) security cabin and fencing and gates;

(xiii) construction and security lighting; and

(xiv) construction of waste management facilities; and

(d) test posts and other facilities and equipment for monitoring the alternating current mitigation works.

In the district of Thurrock Council

Work No. 18 —Tilbury North Substation

Works as shown on Section H Sheets 4 and 5 of the works plans to construct and install a new substation to be known as the Tilbury North Substation to facilitate connections to the TB and YYJ electric lines, including—

(a) the construction of foundations to support all new structures, buildings and equipment;

(b) construction of gas insulated switchgear building and gas insulated hall annexe;

(c) installation of high voltage equipment;

(d) the installation of support structures;

(e) sealing end equipment including cables, ducts, protection, switchgear and connection to transmission electric line conductors and cables including gantries;

(f) foundations and steelwork to construct and install four gantries for the termination of electric line conductors and cables into the Tilbury North Substation;

(g) the installation of equipment between gantries and switchgear;

(h) the installation of switchgear and equipment;

(i) the installation of electrical control panels;

(j) the installation of a diesel generator;

(k) the installation of troughs and below ground services;

(l) the installation of new relay rooms, battery rooms, storage rooms and other welfare facilities;

(m) the installation of electric vehicle charging points;

(n) the installation of telecommunications equipment;

(o) the installation of above ground water tanks;

(p) drainage works;

(q) electrical earthing works;

(r) the installation of other site furniture;

(s) the erection of a security fence, gate and other security measures around the perimeter of the Tilbury North Substation and installation of security equipment;

(t) the construction of site access roads, hardstanding, car parking and roadways;

(u) utility service connections for electricity, communications and potable water and/or connection of power supply made from temporary generators;

(v) utility service connection or on site storage for later disposal of grey water and sanitation;

(w) earthworks including to create platforms for the new Tilbury North Substation equipment, structures, landscaping, roads and compounds;

(x) lighting, including masts and columns; and

(y) landscaping, including mitigation planting

TRANSMISSION ELECTRIC LINE RECONFIGURATION WORKS

In the district of Thurrock Council

Work No. 19 — reconfiguration of the existing overhead transmission electric line (Route YYJ)

Works shown as commencing on Section H Sheet 6 and terminating on Section H Sheet 4 of the works plans to modify and reconfigure the overhead transmission electric line (Route YYJ) between a point indicated as YYJ121 and a point indicated as YYJ129, including—

(a) the dismantling and removal of existing pylons YYJ123 to YYJ125 (inclusive) including foundations;

(b) the dismantling and removal of existing overhead transmission electric line between a point indicated as YYJ121 on Section H Sheet 6 of the works plans and a point indicated as YYJ129 on Section H Sheet 5 of the works plans;

(c) the foundations and steelwork to construct new pylons;

(d) the installation of overhead transmission electric line and new pylons between a point indicated as YYJ121 on Section H Sheet 6 of the works plans and Tilbury North (Warley side) Cable Sealing End Compound (Work No.22) on Section H Sheet 5 of the works plans;

(e) the installation of overhead transmission electric line and new pylons between Tilbury North (Tilbury side) Cable Sealing End Compound (Work No.24) and a point indicated as YYJ129 on Section H Sheet 5 of the works plans;

(f) foundations and steelwork to construct and install two gantries for the connection of overhead electric line into Tilbury North (Warley side) Cable Sealing End Compound (Work No.22);

(g) foundations and steelwork to construct and install two gantries for the connection of overhead electric line out of Tilbury North (Tilbury side) Cable Sealing End Compound (Work No.24);

(h) the installation of conductors, insulators and fittings, including downleads and downdroppers at each gantry to facilitate connection to the equipment within the Tilbury North (Warley side) Cable Sealing End Compound;

(i) the installation of conductors, insulators and fittings, including downleads and downdroppers at each gantry to facilitate connection to the equipment within the Tilbury North (Tilbury side) Cable Sealing End Compound;

(j) the installation of fibre optic conductors, with optical fibre terminated in joint boxes; and

(k) the temporary diversion of the existing overhead transmission electric line via existing pylons or new temporary or permanent pylons in order to facilitate Work No. 19 as described above.

Work No. 20 – LTC Compensatory Habitat Works

Works as shown on Section H Sheets 4, 5 and 6 of the works plans and being the implementation of compensatory habitats.

Work No. 21 — not used

In the district of Thurrock Council

Work No. 22 – Tilbury North (Warley side) Cable Sealing End Compound (Route YYJ)

Works as shown on Section H Sheet 5 of the works plans to construct a new cable sealing end compound at Tilbury North (Warley side) in connection with Route YYJ, including—

(a) Tilbury North (Warley side) Cable Sealing End Compound sealing end equipment including switchgear and connection to overhead transmission electric line conductors including gantries;

(b) Tilbury North (Warley side) Cable Sealing End Compound permanent compound, security fencing and gates, within which is situated the sealing end equipment, earthing and protection and control systems, portable relay room, supervisory control and data acquisition communication, switchgear, connection to overhead electric line including fibre optic cable to joint boxes, gantries, transformers, cables, surface troughs, fibre optic cable and joint boxes, and;

(c) landscaping, including mitigation planting, at the Tilbury North (Warley side) Cable Sealing End Compound; and

(d) permanent vehicular access road(s), hard standing, drainage (including attenuation ponds), and site services, including low voltage supply inclusive of distribution network operator connection or solar panels and battery storage for Tilbury North (Warley side) Cable Sealing End Compound.

In the district of Thurrock Council

Work No. 23 — underground transmission electric line from the Tilbury North (Warley side) Cable Sealing End Compound to the Tilbury North (Tilbury side) Cable Sealing End Compound (as part of Route YYJ) via Tilbury North Substation (Work No. 18)

Works shown as commencing on Section H Sheet 5 and terminating on Section H Sheet 5 of the works plans to construct and install a new underground transmission electric line (Route YYJ) between the Tilbury North (Warley side) Cable Sealing End Compound (Work No. 22) and the Tilbury North (Tilbury side) Cable Sealing End Compound (Work No. 24) via Tilbury North Substation (Work No. 18), including cable protection structures, joint bays, link pillars, fibre optic conductors and earthing and protection and control systems.

In the district of Thurrock Council

Work No. 24 – Tilbury North (Tilbury side) Cable Sealing End Compound (Route YYJ)

Works as shown on Section H Sheet 5 of the works plans to construct a new cable sealing end compound at Tilbury North (Tilbury side) in connection with Route YYJ, including—

(a) Tilbury North (Tilbury side) Cable Sealing End Compound sealing end equipment including switchgear and connection to overhead transmission electric line conductors including gantries;

(b) Tilbury North (Tilbury side) Cable Sealing End Compound permanent compound, security fencing and gates, within which is situated the sealing end equipment, earthing and protection and control systems, portable relay room, supervisory control and data acquisition communication, switchgear, connection to overhead electric line including fibre optic cable to joint boxes, gantries, transformers, cables, surface troughs, fibre optic cable and joint boxes, and low voltage supply inclusive of distribution network operator connection or solar panels and battery storage; and

(c) landscaping, including mitigation planting, at the Tilbury North (Tilbury side) Cable Sealing End Compound; and

(d) permanent vehicular access road(s), hard standing, drainage (including attenuation ponds), and site services, including low voltage supply inclusive of distribution network operator connection or solar panels and battery storage for Tilbury North (Tilbury side) Cable Sealing End Compound.

DISTRIBUTION ELECTRIC LINE WORKS (UKPN WORKS)

In the district of Mid Suffolk District Council

Work No. 25 — replacement of existing overhead distribution electric line (Route PKF)

Works shown as commencing on Section B Sheet 2 and terminating on Section B Sheet 5 of the works plans to replace 5.3 kilometres of the existing overhead distribution electric line (Route PKF) commencing at or in proximity to a point indicated as PKF35 and terminating at or in proximity to a point indicated as PKF16 with a new underground distribution electric line, including—

(a) the dismantling and removal of overhead distribution electric line and pylons, including foundations , steelwork and associated conductors, insulators and fittings, commencing at or in proximity to a point indicated as PKF35 on Section B Sheet 2 of the works plans and terminating at or in proximity to a point indicated as PKF16 on Section B Sheet 5 of the works plans;

(b) the installation of up to two new cable sealing ends, either—

(i) on platform pylons; or

(ii) by modifying existing pylons to install cable sealing end platforms; or

(iii) within compounds,

including foundations, steelwork and associated conductors, downleads, insulators and fittings;

(c) the installation of 6.9 kilometres of new underground distribution electric line, including cable ducts, joint bays, link pillars, fibre optic conductors and earthing and protection and control systems; and

(d) the temporary diversion of the existing overhead distribution electric line (Route PKF) in order to facilitate the works as described above .

In the district of Mid Suffolk District Council

Work No. 26 — replacement of existing overhead distribution electric line (Route EEPK)

Works shown as commencing on Section B Sheet 13 and terminating on Section B Sheet 14 of the works plans to replace 1.2 kilometres of the existing overhead distribution electric line (Route EEPK) commencing at or in proximity to a point indicated as EEPK10 and terminating at or in proximity to a point indicated as EEPK14 with a new underground distribution electric line, including—

(a) the dismantling and removal of overhead distribution electric line and pylons, including foundations, steelwork and associated conductors, insulators and fittings, commencing at or in proximity to a point indicated as EEPK10 on Section B Sheet 13 of the works plans and terminating at or in proximity to a point indicated as EEPK14 on Section B Sheet 14 of the works plans;

(b) the installation of up to two new cable sealing ends, either—

(i) on platform pylons; or

(ii) by modifying existing pylons to install cable sealing end platforms; or

(iii) within compounds,

including foundations, steelwork and associated conductors, downleads, insulators and fittings;

(c) the installation of 1.4 kilometres of new underground distribution electric line, including cable ducts, joint bays, link pillars, fibre optic conductors and earthing and protection and control systems; and

(d) the temporary diversion of the existing overhead distribution electric line (Route EEPK) in order to facilitate the works as described above.

In the district of Mid Suffolk District Council

Work No. 27 — replacement of existing overhead distribution electric line (Route PI)

Works shown as commencing on Section B Sheet 16 and terminating on Section B Sheet 19 of the works plans to replace 5.6 kilometres of the existing overhead distribution electric line (Route PI) commencing at or in proximity to a point indicated as PI35 and terminating at or in proximity to a point indicated as PI15 with a new underground distribution electric line, including—

(a) the dismantling and removal of overhead distribution electric line and pylons, including foundations, steelwork and associated conductors, insulators and fittings, commencing at or in proximity to a point indicated as PI35 on Section B Sheet 16 of the works plans and terminating at or in proximity to a point indicated as PI15 on Section B Sheet 19 of the works plans;

(b) the installation of up to two new cable sealing ends, either—

(i) on platform pylons; or

(ii) by modifying existing pylons to install cable sealing end platforms; or

(iii) within compounds,

including foundations, steelwork and associated conductors, downleads, insulators and fittings; or

(iv) in the case of PI15, by underground cable joint and above ground cable joint housing.

(c) the installation of 6.3 kilometres of new underground distribution electric line, including cable ducts, joint bays, link pillars, fibre optic conductors and earthing and protection and control systems; and

(d) the temporary diversion of the existing overhead distribution electric line (Route PI) in order to facilitate the works as described above.

In the district of Mid Suffolk District Council and Babergh District Council

Work No. 28 — replacement of existing overhead distribution electric line (Route PHB)

Works shown as commencing on Section B Sheet 20 and terminating on Section C Sheet 2 of the works plans to replace 3 kilometres of the existing overhead distribution electric line (Route PHB) from Bramford Substation and terminating at or in proximity to a point indicated as PHB21 with a new underground distribution electric line, including —

(a) the dismantling and removal of overhead distribution electric line and pylons, including foundations, steelwork and associated conductors, downleads, insulators and fittings, commencing at or in proximity to a point indicated as Bramford Substation on Section B Sheet 20 of the works plans and terminating at or in proximity to a point indicated as PHB21 on Section C Sheet 2 of the works plans;

(b) modifications to the cable sealing ends and substation equipment within the existing Bramford Substation;

(c) the installation of a new cable sealing end, either—

(i) on platform pylons; or

(ii) by modifying existing pylons to install cable sealing end platforms; or

(iii) within compounds,

including foundations, steelwork and associated conductors, downleads, insulators and fittings;

(d) the installation of 3.2 kilometres of new underground distribution electric line, including cable ducts, joint bays, link pillars, fibre optic conductors and earthing and protection and control systems, to facilitate a connection between the new cable sealing end platform pylon PHB21 and Bramford Substation; and

(e) the temporary diversion of the existing overhead distribution electric line (Route PHB) in order to facilitate the works as described above.

In the districts of Mid Suffolk District Council and Babergh District Council

Work No. 29 — replacement of existing overhead distribution electric line (Route PLD)

Works shown as commencing on Section B Sheet 20 and terminating on Section B Sheet 21 of the works plans to replace 1.3 kilometres of the existing overhead distribution electric line (Route PLD) commencing at or in proximity to a point indicated as Bramford Substation to a point indicated as PLD48 with a new underground distribution electric line, including—

(a) the dismantling and removal of overhead distribution electric line and pylons, including foundations, steelwork and associated conductors, downleads, insulators and fittings, commencing at or in proximity to a point indicated as Bramford Substation on Section A Sheet 20 of the works plans and terminating at or in proximity to a point indicated as PLD48 on Section B Sheet 21 of the works plans;

(b) modifications to the cable sealing ends and substation equipment within the existing Bramford Substation;

(c) the installation of a new cable sealing end, either—

(i) on platform pylons; or

(ii) by modifying existing pylons to install cable sealing end platforms; or

(iii) within compounds,

including foundations, steelwork and associated conductors, downleads, insulators and fittings;

(d) the installation of 1.6 kilometres of new underground distribution electric line, including cable ducts, joint bays, link pillars, fibre optic conductors and earthing and protection and

control systems, to facilitate a connection between Bramford substation and the new cable sealing end platform pylon PLD48; and

(e) the temporary diversion of the existing overhead distribution electric line (Route PLD) in order to facilitate the works as described above.

In the district of Babergh District Council

Work No. 30— replacement of existing overhead distribution electric line (Route PCB)

Works shown as commencing on Section C Sheet 3 and terminating on Section C Sheet 3 of the works plans to replace 0.9 kilometres of the existing overhead distribution electric line (Route PCB) commencing at or in proximity to a point indicated as PCB5 and terminating at or in proximity to a point indicated as PCB1 with a new underground distribution electric line, including—

(a) the dismantling and removal of overhead distribution electric line and pylons, including foundations, steelwork and associated conductors, insulators and fittings, commencing at or in proximity to a point indicated as PCB5 on Section C Sheet 3 of the works plans and terminating at or in proximity to a point indicated as PCB1 on Section C Sheet 3 of the works plans;

(b) the installation of up to two new cable sealing ends, either—

(i) on platform pylons; or

(ii) by modifying existing pylons to install cable sealing end platforms; or

(iii) within compounds,

including foundations, steelwork and associated conductors, downleads, insulators and fittings; or

(iv) in the case of PCB5, by underground cable joint and above ground cable joint housing.

(c) the installation of 0.9 kilometres of new underground distribution electric line, including cable ducts, joint bays, link pillars, fibre optic conductors and earthing and protection and control systems; and

(d) the temporary diversion of the existing overhead distribution electric line (Route PCB) in order to facilitate the works as described above.

In the district of Braintree District Council and Chelmsford City Council

Work No. 31— replacement of existing overhead distribution electric line (Route PSB)

Works shown as commencing on Section E Sheet 7 and terminating on Section F Sheet 1 of the works plans to replace 1 kilometre of the existing overhead distribution electric line (Route PSB) commencing at or in proximity to a point indicated as PSB42 and terminating at or in proximity to a point indicated as PSB39 with a new underground distribution electric line, including—

(a) the dismantling and removal of overhead distribution electric line and pylons, including foundations, steelwork and associated conductors, insulators and fittings, commencing at or in proximity to a point indicated as PSB42 on Section E Sheet 7 of the works plans and terminating at or in proximity to a point indicated as PSB39 on Section F Sheet 1 of the works plans;

(b) the installation of up to two new cable sealing ends, either—

(i) on platform pylons; or

(ii) by modifying existing pylons to install cable sealing end platforms; or

(iii) within compounds,

including foundations, steelwork and associated conductors, downleads, insulators and fittings;

(c) the installation of 1.4 kilometres of new underground distribution electric line, including cable ducts, joint bays, link pillars, fibre optic conductors and earthing and protection and control systems; and

(d) the temporary diversion of the existing overhead distribution electric line (Route PSB) in order to facilitate the works as described above.

In the district of Braintree District Council

Work No. 32 — replacement of existing overhead distribution electric line (Route PUB)

Works shown as commencing on Section G Sheet 4 and terminating on Section G Sheet 4 of the works plans to replace 2.1 kilometres of the existing overhead distribution electric line (Route PUB) commencing at or in proximity to a point indicated to the north west of PUB47 and terminating at or in proximity to a point indicated as PUB40 with a new underground distribution electric line, including—

(a) the dismantling and removal of overhead distribution electric line and pylons, including foundations, steelwork and associated conductors, insulators and fittings, commencing at or in proximity to a point indicated to the north west of PUB47 on Section G Sheet 4 of the works plans and terminating at or in proximity to a point indicated as PUB40 on Section G Sheet 4 of the works plans;

(b) the installation of up to two new cable sealing ends—

(i) on platform pylons; or

(ii) within compounds,

including foundations, steelwork and associated conductors, downleads, insulators and fittings;

(c) the installation of 2.4 kilometres of new underground distribution electric line, including cable ducts, joint bays, link pillars, fibre optic conductors and earthing and protection and control systems; and

(d) the temporary diversion of the existing overhead distribution electric line (Route PUB) in order to facilitate the works as described above.

In the district of Basildon Borough Council, Brentwood Borough Council and Thurrock Council

Work No. 33— replacement of existing overhead distribution electric line (Route PSC)

Works shown as commencing on Section G Sheet 6 and terminating on Section H Sheet 1 of the works plans to replace 1.9 kilometres of the existing overhead distribution electric line (Route PSC) from the new cable sealing end platform at a point indicated as PSC10 up to or in the vicinity of the existing Basildon Grid Substation via the Basildon Grid Extension Compound with a new underground distribution electric line, including—

(a) the dismantling and removal of overhead distribution electric line and pylons, including foundations, steelwork and associated conductors, downleads, insulators and fittings, commencing at or in proximity to a point indicated as PSC10 on Section G Sheet 6 of the works plans and terminating at or in proximity to a point indicated as PSC2 on Section H Sheet 1 of the works plans;

(b) modifications to the cable sealing ends and substation equipment within the existing Basildon Grid Substation;

(c) the installation of a new cable sealing end, either—

(i) on platform pylons; or

(ii) by modifying existing pylons to install cable sealing end platforms; or

(iii) within compounds,

including foundations, steelwork and associated conductors, downleads, insulators and fittings;

(d) the installation of 1.6 kilometres of new underground distribution electric line, including cable ducts, joint bays, link pillars, fibre optic conductors and earthing and protection and control systems, to facilitate a connection between the new cable sealing end platform pylon PSC10 and up to or in the vicinity of the existing Basildon Grid Substation via the Basildon Grid Extension Compound; and

(e) the temporary diversion of the existing overhead distribution electric line (Route PSC) in order to facilitate the works as described above.

In the district of Thurrock Council

Work No. 34 - Basildon Grid Extension Compound (Route PSC and PAB)

Works as shown on Section H Sheet 1 of the works plans to construct a new 132kV electrical switching station known as the Basildon Grid Extension Compound, including—

(a) the construction of a new 132kV switching station compound, including—

(i) site preparation, levelling and groundworks;

(ii) installation of fencing, gates, access roads and drainage;

(iii) civil works for equipment foundations, bunding, oil containment and fire protection systems;

(iv) installation of a low-voltage supply to enable small power and permanent lighting, plus various miscellaneous items including dehumidifiers, battery chargers, security systems; and

(v) potential installation of auxiliary buildings or enclosures for control and protection equipment;

(b) the installation of high voltage electrical infrastructure within the switching station compound as required for five electrical disconnectors, including—

(i) 132Kv busbars, disconnectors, circuit breakers, current transformers, voltage transformers, surge arresters, post insulators and associated steelwork;

(ii) cabling between plant items, cable trenches or cable ducts, and earthing systems;

(iii) protection and control panels, telecommunications equipment (including potentially third party equipment), and SCADA interfaces;

(iv) interconnection of equipment for functional operation, including interlocking and protection grading;

(c) the connection of the new switching station to the existing 132kV network, including the installation of new underground or overhead transmission electric lines, between the switching station and existing circuits.

In the district of Thurrock Council

Work No. 35— replacement of existing overhead distribution electric line (Route PAB)

Works shown as commencing on Section H Sheet 1 and terminating on Section H Sheet 1 of the works plans to replace 0.5 kilometres of the existing overhead distribution electric line (Route PAB) between a point indicated as PAB48 and the existing Basildon Grid Substation via the Basildon Grid Extension Compound with a new underground distribution electric line, including—

(a) the dismantling and removal of overhead distribution electric line and pylons, including foundations, steelwork and associated conductors, downleads, insulators and fittings, commencing at or in proximity to a point indicated as PAB48 on Section H Sheet 1 of the works plans and terminating at or in proximity to a point indicated as PAB50 on Section H Sheet 1 of the works plans;

(b) modifications to the cable sealing ends and substation equipment within the existing Basildon Grid Substation;

(c) the installation of a new cable sealing end, either—

(i) on platform pylons; or

(ii) by modifying existing pylons to install cable sealing end platforms; or

(iii) within compounds,

including foundations, steelwork and associated conductors, downleads, insulators and fittings;

(d) the installation of 0.5 kilometres of new underground distribution electric line, including cable ducts, joint bays, link pillars, fibre optic conductors and earthing and protection and control systems, to facilitate a connection between the new cable sealing end platform pylon PAB48 and the existing Basildon Grid Substation via the Basildon Grid Extension Compound; and

(e) the temporary diversion of the existing overhead distribution electric line (Route PAB) in order to facilitate the works as described above.

In the district of Thurrock Council

Work No. 36 — replacement of existing overhead distribution electric line (Route PAB)

Works shown as commencing on Section H Sheet 4 and terminating on Section H Sheet 5 of the works plans to replace 0.2 kilometres of the existing overhead distribution electric line (Route PAB) commencing at or in proximity to a point indicated north west of PAB22 and terminating at or in proximity to a point indicated as PAB21 with a new underground distribution electric line, including—

(a) the dismantling and removal of overhead distribution electric line and pylons, including foundations, steelwork and associated conductors, insulators and fittings, commencing at or in proximity to a point indicated north west of PAB22 on Section H Sheet 4 of the works plans and terminating at or in proximity to a point indicated as PAB21 on Section H Sheet 5 of the works plans;

(b) the installation of up to two new cable sealing ends, either—

(i) on platform pylons; or

(ii) by modifying existing pylons to install cable sealing end platforms; or

(iii) within compounds,

including foundations, steelwork and associated conductors, downleads, insulators and fittings;

(c) the installation of 0.3 kilometres of new underground distribution electric line, including cable ducts, joint bays, link pillars, fibre optic conductors and earthing and protection and control systems; and

(d) the temporary diversion of the existing overhead distribution electric line (Route PAB) in order to facilitate the works as described above.

CONSTRUCTION, MAINTENANCE AND USE - TRANSMISSION ELECTRIC LINE

In the districts of South Norfolk Council, Mid Suffolk District Council, Babergh District Council, Tendring District Council, Colchester City Council, Braintree District Council, Chelmsford City Council, Brentwood Borough Council and Thurrock Council

Work No. 37 — Temporary construction compounds

Works to construct temporary site compounds, within the Order limits, as part of the authorised development, which may include—

(a) earthworks, soil stripping and storage, ground improvement;

(b) car parking, hard standing, roadways and access roads (including construction site services and temporary bridges);

(c) drainage works;

(d) office and staff welfare facilities;

(e) utility service connections for electricity, communications and potable water and/or connection of power supply made from temporary generators;

(f) utility service connection or on site storage for later disposal of grey water and sanitation;

(g) emergency electrical generator;

(h) materials, tools and fuel storage and laydown areas;

(i) assembly areas;

(j) plant and equipment storage areas;

(k) wheel cleaning facilities

(l) security cabin and fencing and gates;

(m) construction and security lighting; and

(n) construction waste management facilities.

In the districts of Babergh District Council, Tendring District Council and Colchester City Council

Work No. 38 — Temporary construction compounds with batching plant

Works to construct temporary site compounds, within the Order limits, as part of the authorised development, which may include—

(a) earthworks, soil stripping and storage, ground improvement;

(b) car parking, hard standing, roadways and access roads (including construction site services and temporary bridges);

(c) drainage works;

(d) office and staff welfare facilities;

(e) utility service connections for electricity, communications and potable water and/or connection of power supply made from temporary generators;

(f) utility service connection or on site storage for later disposal of grey water and sanitation;

(g) emergency electrical generator;

(h) materials, tools and fuel storage and laydown areas;

(i) assembly areas;

(j) plant and equipment storage areas;

(k) wheel cleaning facilities

(l) security cabin and fencing and gates;

(m) construction and security lighting;

(n) construction waste management facilities; and

(o) batching plant.

In the districts of South Norfolk, Mid Suffolk District Council, Babergh District Council, Tendring District Council, Chelmsford City Council and Basildon Borough Council

Work No. 39 — Temporary highway mitigation compounds

Works to construct temporary site compounds associated with the highway mitigation works, within the Order limits, as part of the authorised development, which may include—

(a) earthworks, soil stripping and storage, ground improvement;

(b) car parking, hard standing, roadways and access roads (including construction site services and temporary bridges);

(c) drainage works;

(d) office and staff welfare facilities;

(e) utility service connections for electricity, communications and potable water and/or connection of power supply made from temporary generators;

(f) utility service connection or on site storage for later disposal of grey water and sanitation;

(g) emergency electrical generator;

(h) materials, tools and fuel storage and laydown areas;

(i) assembly areas;

(j) plant and equipment storage areas;

(k) wheel cleaning facilities

(l) security cabin and fencing and gates;

(m) construction and security lighting; and

(n) construction waste management facilities.

CONSTRUCTION, MAINTENANCE AND USE - DISTRIBUTION ELECTRIC LINE

In the districts of Mid Suffolk District Council, Babergh District Council, Braintree District Council, Chelmsford City Council, Brentwood Borough Council, Basildon Borough Council and Thurrock Council

Work No. 40 — Temporary construction compounds

Works to construct temporary site compounds, within the Order limits, as part of the UKPN works, which may include—

(a) earthworks, soil stripping and storage, ground improvement;

(b) car parking, hard standing, roadways and access roads (including construction site services and temporary bridges);

(c) drainage works;

(d) office and staff welfare facilities;

(e) utility service connections for electricity, communications and potable water and/or connection of power supply made from temporary generators;

(f) utility service connection or on site storage for later disposal of grey water and sanitation;

(g) emergency electrical generator;

(h) materials, tools and fuel storage and laydown areas;

(i) assembly areas;

(j) plant and equipment storage areas;

(k) wheel cleaning facilities

(l) security cabin and fencing and gates;

(m) construction and security lighting; and

(n) construction waste management facilities.

ASSOCIATED DEVELOPMENT

Such associated development not listed above, within the Order limits, as may be necessary or expedient for the purposes of or in connection with the construction or maintenance of the above Work Nos. or any of them, including—

(a) ramps, means of access (including crossovers), footpaths, bridleways, trackways and pontoons;

(b) permanent vehicular access road(s), hardstanding, drainage (including attenuation ponds), and site services and utilities connections, including power supply to substations and sealing end compounds;

(c) temporary vehicular access road(s), hardstanding, drainage (including attenuation ponds), and site services and utilities connections, including power supply to temporary construction compounds;

(d) embankments, bridges, aprons, abutments, foundations, retaining walls, drainage, wing walls, fencing and culverts;

(e) works to alter the position of apparatus, including mains, sewers, drains, conductors and cables;

(f) works to alter the position of UKPN apparatus, including construction and installation, decommissioning and partial removal and alteration of electric line, conductors, cables and pylons;

(g) works to alter the course of, or otherwise interfere with a watercourse, drainage works, dewatering works, attenuation ponds, and temporary culverts;

(h) landscaping, including mitigation planting, and other works to mitigate any adverse effects of the construction, maintenance, operation or use of the authorised development, together with means of access;

(i) tree, hedgerow and vegetation planting and maintenance works;

(j) works for the benefit or protection of the environment;

(k) works for the benefit or protection of land, structures, apparatus or equipment affected by the authorised development (including arcing horns, earthing and works for monitoring);

(l) works required for the strengthening, improvement, maintenance, or reconstruction of any streets;

(m) works to streets and any alteration, removal or installation of road furniture, traffic signage and signals, including where required to facilitate the construction of temporary accesses;

(n) works to place, alter, divert, relocate, protect, remove or maintain the position of apparatus (including statutory undertakers' apparatus), services, plant and other equipment in, under or above a street, or in other land, including mains, sewers, drains, pipes, lights, electric line, conductors, cables, fencing and other boundary treatments;

(o) site preparation works, site clearance (including fencing , gates, vegetation removal, demolition of existing buildings or structures and the creation of alternative footpaths), earthworks (including soil stripping and storage, site levelling, ground improvement);

(p) establishment of site construction compounds, temporary laydown and storage areas, temporary offices, temporary vehicle parking, construction fencing, perimeter enclosure, security fencing, gates, construction related buildings, welfare facilities, construction and security lighting and haulage roads;

(q) establishment of launch pits and/or receiving pits to facilitate the use of trenchless cable installation techniques to install any underground electric line;

(r) wheel cleaning facilities;

(s) supervisory control and data acquisition communication equipment;

(t) installation of wires, cables, ducts, pipes and conductors, establishment of winching points and the installation of scaffolding; and

(u) such other works, including scaffolding, working sites storage areas, and works of demolition (which includes but is not limited to demolition of residential properties), as may be necessary or expedient for the purposes of or in connection with the construction of the authorised development and which do not give rise to any materially new or

materially different environmental effects from those identified in the environmental statement.

SCHEDULE 2

Article 2

PLANS

PART 1

ACCESS, RIGHTS OF WAY AND PUBLIC RIGHTS OF NAVIGATION PLANS

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Access, Rights of Way and Public Rights of Navigation Plan Section D, Sheet 2 of 9	AENC-MMAC-ENG-DWG-0084	B
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Access, Rights of Way and Public Rights of Navigation Plan Section D, Sheet 4 of 9	AENC-MMAC-ENG-DWG-0084	B
Access, Rights of Way and Public Rights of Navigation Plan	AENC-MMAC-ENG-DWG-0084	B

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Section D, Sheet 5 of 9		
Access, Rights of Way and Public Rights of Navigation Plan Section D, Sheet 6 of 9	AENC-MMAC-ENG-DWG-0084	B
Access, Rights of Way and Public Rights of Navigation Plan Section D, Sheet 7 of 9	AENC-MMAC-ENG-DWG-0084	B
Access, Rights of Way and Public Rights of Navigation Plan Section D, Sheet 8 of 9	AENC-MMAC-ENG-DWG-0084	B
Access, Rights of Way and Public Rights of Navigation Plan Section D, Sheet 9 of 9	AENC-MMAC-ENG-DWG-0084	B
Access, Rights of Way and Public Rights of Navigation Plan – 1-6000 Scale Section D, Plan A	AENC-MMAC-ENG-DWG-0084	B
Access, Rights of Way and Public Rights of Navigation Plan – 1-6000 Scale Section D, Plan B	AENC-MMAC-ENG-DWG-0084	B
Access, Rights of Way and Public Rights of Navigation Plan – 1-6000 Scale Section D, Plan C	AENC-MMAC-ENG-DWG-0084	B
Access, Rights of Way and Public Rights of Navigation Plan – 1-6000 Scale Section D, Plan D	AENC-MMAC-ENG-DWG-0084	B
Access, Rights of Way and Public Rights of Navigation Key Plan Section E, Sheet 1 of 1	AENC-MMAC-ENG-DWG-0084	A
Access, Rights of Way and Public Rights of Navigation Plan Section E, Sheet 1 of 8	AENC-MMAC-ENG-DWG-0084	A
Access, Rights of Way and Public Rights of Navigation Plan Section E, Sheet 2 of 8	AENC-MMAC-ENG-DWG-0084	A
Access, Rights of Way and Public Rights of Navigation Plan Section E, Sheet 3 of 8	AENC-MMAC-ENG-DWG-0084	A
Access, Rights of Way and Public Rights of Navigation Plan Section E, Sheet 4 of 8	AENC-MMAC-ENG-DWG-0084	A
Access, Rights of Way and Public Rights of Navigation Plan Section E, Sheet 5 of 8	AENC-MMAC-ENG-DWG-0084	A
Access, Rights of Way and Public Rights of Navigation Plan Section E, Sheet 6 of 8	AENC-MMAC-ENG-DWG-0084	A
Access, Rights of Way and Public Rights of Navigation Plan Section E, Sheet 7 of 8	AENC-MMAC-ENG-DWG-0084	A
Access, Rights of Way and Public Rights of Navigation Plan Section E, Sheet 8 of 8	AENC-MMAC-ENG-DWG-0084	A

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Drawing Title	*Drawing Number*	*Revision*
Access, Rights of Way and Public Rights of Navigation Plan – 1-6000 Scale Section E, Plan A	AENC-MMAC-ENG-DWG-0084	A
Access, Rights of Way and Public Rights of Navigation Plan – 1-6000 Scale Section E, Plan B	AENC-MMAC-ENG-DWG-0084	A
Access, Rights of Way and Public Rights of Navigation Plan – 1-6000 Scale Section E, Plan C	AENC-MMAC-ENG-DWG-0084	A
Access, Rights of Way and Public Rights of Navigation Key Plan Section F, Sheet 1 of 1	AENC-MMAC-ENG-DWG-0084	B
Access, Rights of Way and Public Rights of Navigation Plan Section F, Sheet 1 of 10	AENC-MMAC-ENG-DWG-0084	B
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Access, Rights of Way and Public Rights of Navigation Plan Section F, Sheet 4 of 10	AENC-MMAC-ENG-DWG-0084	B
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Access, Rights of Way and Public Rights of Navigation Plan Section F, Sheet 8 of 10	AENC-MMAC-ENG-DWG-0084	B
Access, Rights of Way and Public Rights of Navigation Plan Section F, Sheet 9 of 10	AENC-MMAC-ENG-DWG-0084	B
Access, Rights of Way and Public Rights of Navigation Plan Section F, Sheet 10 of 10	AENC-MMAC-ENG-DWG-0084	B
Access, Rights of Way and Public Rights of Navigation Plan – 1-6000 Scale Section F, Plan A	AENC-MMAC-ENG-DWG-0084	B
Access, Rights of Way and Public Rights of Navigation Plan – 1-6000 Scale Section F, Plan B	AENC-MMAC-ENG-DWG-0084	B
Access, Rights of Way and Public Rights of Navigation Plan – 1-6000 Scale Section F, Plan C	AENC-MMAC-ENG-DWG-0084	B
Access, Rights of Way and Public Rights	AENC-MMAC-ENG-DWG-0084	B

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Drawing Title	*Drawing Number*	*Revision*
of Navigation Plan – 1-6000 Scale Section F, Plan D		
Access, Rights of Way and Public Rights of Navigation Key Plan Section G, Sheet 1 of 1	AENC-MMAC-ENG-DWG-0084	B
Access, Rights of Way and Public Rights of Navigation Plan Section G, Sheet 1 of 6	AENC-MMAC-ENG-DWG-0084	B
Access, Rights of Way and Public Rights of Navigation Plan Section G, Sheet 2 of 6	AENC-MMAC-ENG-DWG-0084	B
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Access, Rights of Way and Public Rights of Navigation Plan Section G, Sheet 4 of 6	AENC-MMAC-ENG-DWG-0084	B
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Access, Rights of Way and Public Rights of Navigation Plan – 1-6000 Scale Section G, Plan A	AENC-MMAC-ENG-DWG-0084	B
Access, Rights of Way and Public Rights of Navigation Plan – 1-6000 Scale Section G, Plan B	AENC-MMAC-ENG-DWG-0084	B
Access, Rights of Way and Public Rights of Navigation Plan – 1-6000 Scale Section G, Plan C	AENC-MMAC-ENG-DWG-0084	B
Access, Rights of Way and Public Rights of Navigation Key Plan Section H, Sheet 1 of 1	AENC-MMAC-ENG-DWG-0084	D
Access, Rights of Way and Public Rights of Navigation Plan Section H, Sheet 1 of 7	AENC-MMAC-ENG-DWG-0084	D
Access, Rights of Way and Public Rights of Navigation Plan Section H, Sheet 1A of 7	AENC-MMAC-ENG-DWG-0084	D
Access, Rights of Way and Public Rights of Navigation Plan Section H, Sheet 1B of 7	AENC-MMAC-ENG-DWG-0084	D
Access, Rights of Way and Public Rights of Navigation Plan Section H, Sheet 2 of 7	AENC-MMAC-ENG-DWG-0084	D
Access, Rights of Way and Public Rights of Navigation Plan Section H, Sheet 3 of 7	AENC-MMAC-ENG-DWG-0084	D
Access, Rights of Way and Public Rights of Navigation Plan	AENC-MMAC-ENG-DWG-0084	D

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Drawing Title	*Drawing Number*	*Revision*
Section H, Sheet 4 of 7		
Access, Rights of Way and Public Rights of Navigation Plan Section H, Sheet 5 of 7	AENC-MMAC-ENG-DWG-0084	D
Access, Rights of Way and Public Rights of Navigation Plan Section H, Sheet 6 of 7	AENC-MMAC-ENG-DWG-0084	D
Access, Rights of Way and Public Rights of Navigation Plan Section H, Sheet 7 of 7	AENC-MMAC-ENG-DWG-0084	D
Access, Rights of Way and Public Rights of Navigation Plan – 1-6000 Scale Section H, Plan A	AENC-MMAC-ENG-DWG-0084	D
Access, Rights of Way and Public Rights of Navigation Plan – 1-6000 Scale Section H, Plan B	AENC-MMAC-ENG-DWG-0084	D
Access, Rights of Way and Public Rights of Navigation Plan – 1-6000 Scale Section H, Plan C	AENC-MMAC-ENG-DWG-0084	D

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PART 2

DESIGN AND LAYOUT PLANS

Design and layout plans (elevations)

Drawing Title	*Drawing Number*	*Revision*
Illustrative joint bay arrangement standard detail Sheet 1 of 1	AENC-MMAC-ENG-DWG-0085-06	B
Indicative joint bay arrangement standard detail (combined link pillars) Sheet 1 of 1	AENC-MMAC-ENG-DWG-0085-06A	B
Indicative Bramford substation elevations Section B, Sheet 1 of 2	AENC-MMAC-ENG-DWG-0085-12	A
Indicative Bramford substation elevations Section B, Sheet 2 of 2	AENC-MMAC-ENG-DWG-0085-12	A
Indicative cable sealing end compound layout & elevations Wenham Grove Section C, Sheet 1 of 1	AENC-MMAC-ENG-DWG-0085-13	A
Indicative EACN substation elevations Section C, Sheet 1 of 2	AENC-MMAC-ENG-DWG-0085-15	A
Indicative EACN substation elevations Section C, Sheet 2 of 2	AENC-MMAC-ENG-DWG-0085-15	A
Indicative cable sealing end compound layout & elevations Great Horkesley – EACN side Section D, Sheet 1 of 1	AENC-MMAC-ENG-DWG-0085-16	B
Indicative cable sealing end compound layout & elevations Great Horkesley – Tilbury side Section D, Sheet 1 of 1	AENC-MMAC-ENG-DWG-0085-17	B
Indicative cable sealing end compound layout & elevations Fairstead – EACN	AENC-MMAC-ENG-DWG-0085-18	B

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Drawing Title	*Drawing Number*	*Revision*
side Section E, Sheet 1 of 1		
Indicative cable sealing end compound layout & elevations Fairstead – Tilbury side Section E, Sheet 1 of 1	AENC-MMAC-ENG-DWG-0085-19	B
Indicative Tilbury North substation elevations Section H, Sheet 1 of 1	AENC-MMAC-ENG-DWG-0085-21	B
Indicative cable sealing end compound layout & elevations YYJ Turn in – Tilbury North (Warley side and Tilbury side) Section H, Sheet 1 of 1	AENC-MMAC-ENG-DWG-0085-24	A

Design and layout plans (pylons)

Drawing Title	*Drawing Number*	*Revision*
Illustrative L12 series type pylon wireframe drawing - zones of influence, Sheet 1 of 7	AENC-LSTC-ENG-DWG-0004-2	A
Illustrative L6 series type pylon wireframe drawing – zones of influence, Sheet 2 of 7	AENC-LSTC-ENG-DWG-0004-2	A
Illustrative full line tension gantry, Sheet 3 of 7	AENC-LSTC-ENG-DWG-0004-2	A
Illustrative L13 low height series type pylon wireframe drawing, Sheet 4 of 7	AENC-LSTC-ENG-DWG-0004-2	A
Illustrative low duty gantry wireframe drawing, Sheet 5 of 7	AENC-LSTC-ENG-DWG-0004-2	A
Illustrative L2 series type pylons wireframe drawing – zones of influence, Sheet 6 of 7	AENC-LSTC-ENG-DWG-0004-2	A
Illustrative L8(c) series type pylon wireframe drawing – zones of influence, Sheet 7 of 7	AENC-LSTC-ENG-DWG-0004-2	A

PART 3

LAND PLANS

Drawing Title	*Drawing Number*	*Revision*
Land Key Plan Section A, Sheet 1 of 1	AENC-TQST-LAN-DWG-0002	G
Land Plan Section A, Sheet 1 of 13	AENC-TQST-LAN-DWG-0002	G
Land Plan Section A, Sheet 2 of 13	AENC-TQST-LAN-DWG-0002	G
Land Plan Section A, Sheet 3 of 13	AENC-TQST-LAN-DWG-0002	G
Land Plan Section A, Sheet 4 of 13	AENC-TQST-LAN-DWG-0002	G
Land Plan Section A, Sheet 5 of 13	AENC-TQST-LAN-DWG-0002	G
Land Plan Section A, Sheet 6 of 13	AENC-TQST-LAN-DWG-0002	G
Land Plan	AENC-TQST-LAN-DWG-0002	G

Drawing Title	*Drawing Number*	*Revision*
Section A, Sheet 7 of 13		
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Land Plan Section A, Sheet 9 of 13	AENC-TQST-LAN-DWG-0002	G
Land Plan Section A, Sheet 10 of 13	AENC-TQST-LAN-DWG-0002	G
Land Plan Section A, Sheet 11 of 13	AENC-TQST-LAN-DWG-0002	G
Land Plan Section A, Sheet 12 of 13	AENC-TQST-LAN-DWG-0002	G
Land Plan Section A, Sheet 13 of 13	AENC-TQST-LAN-DWG-0002	G
Land Key Plan Section B, Sheet 1 of 1	AENC-TQST-LAN-DWG-0002	G
Land Plan Section B, Sheet 1 of 22	AENC-TQST-LAN-DWG-0002	G
Land Plan Section B, Sheet 2 of 22	AENC-TQST-LAN-DWG-0002	G
Land Plan Section B, Sheet 3 of 22	AENC-TQST-LAN-DWG-0002	G
Land Plan Section B, Sheet 4 of 22	AENC-TQST-LAN-DWG-0002	G
Land Plan Section B, Sheet 5 of 22	AENC-TQST-LAN-DWG-0002	G
Land Plan Section B, Sheet 6 of 22	AENC-TQST-LAN-DWG-0002	G
Land Plan Section B, Sheet 7 of 22	AENC-TQST-LAN-DWG-0002	G
Land Plan Section B, Sheet 8 of 22	AENC-TQST-LAN-DWG-0002	G
Land Plan Section B, Sheet 9 of 22	AENC-TQST-LAN-DWG-0002	G
Land Plan Section B, Sheet 10 of 22	AENC-TQST-LAN-DWG-0002	G
Land Plan Section B, Sheet 11 of 22	AENC-TQST-LAN-DWG-0002	G
Land Plan Section B, Sheet 12 of 22	AENC-TQST-LAN-DWG-0002	G
Land Plan Section B, Sheet 13 of 22	AENC-TQST-LAN-DWG-0002	G
Land Plan Section B, Sheet 14 of 22	AENC-TQST-LAN-DWG-0002	G
Land Plan Section B, Sheet 15 of 22	AENC-TQST-LAN-DWG-0002	G
Land Plan Section B, Sheet 16 of 22	AENC-TQST-LAN-DWG-0002	G
Land Plan Section B, Sheet 17 of 22	AENC-TQST-LAN-DWG-0002	G
Land Plan Section B, Sheet 18 of 22	AENC-TQST-LAN-DWG-0002	G

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Drawing Title	*Drawing Number*	*Revision*
Land Plan Section B, Sheet 19 of 22	AENC-TQST-LAN-DWG-0002	G
Land Plan Section B, Sheet 20 of 22	AENC-TQST-LAN-DWG-0002	G
Land Plan Section B, Sheet 21 of 22	AENC-TQST-LAN-DWG-0002	G
Land Plan Section B, Sheet 22 of 22	AENC-TQST-LAN-DWG-0002	G
Land Key Plan Section C, Sheet 1 of 1	AENC-TQST-LAN-DWG-0002	G
Land Plan Section C, Sheet 1 of 18	AENC-TQST-LAN-DWG-0002	G
Land Plan Section C, Sheet 2 of 18	AENC-TQST-LAN-DWG-0002	G
Land Plan Section C, Sheet 3 of 18	AENC-TQST-LAN-DWG-0002	G
Land Plan Section C, Sheet 4 of 18	AENC-TQST-LAN-DWG-0002	G
Land Plan Section C, Sheet 5 of 18	AENC-TQST-LAN-DWG-0002	G
Land Plan Section C, Sheet 6 of 18	AENC-TQST-LAN-DWG-0002	G
Land Plan Section C, Sheet 7 of 18	AENC-TQST-LAN-DWG-0002	G
Land Plan Section C, Sheet 8 of 18	AENC-TQST-LAN-DWG-0002	G
Land Plan Section C, Sheet 9 of 18	AENC-TQST-LAN-DWG-0002	G
Land Plan Section C, Sheet 10 of 18	AENC-TQST-LAN-DWG-0002	G
Land Plan Section C, Sheet 11 of 18	AENC-TQST-LAN-DWG-0002	G
Land Plan Section C, Sheet 12 of 18	AENC-TQST-LAN-DWG-0002	G
Land Plan Section C, Sheet 13 of 18	AENC-TQST-LAN-DWG-0002	G
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Land Key Plan Section D, Sheet 1 of 1	AENC-TQST-LAN-DWG-0002	G
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Land Plan	AENC-TQST-LAN-DWG-0002	G

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Drawing Title	*Drawing Number*	*Revision*
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Land Plan Section D, Sheet 4 of 9	AENC-TQST-LAN-DWG-0002	G
Land Plan Section D, Sheet 5 of 9	AENC-TQST-LAN-DWG-0002	G
Land Plan Section D, Sheet 6 of 9	AENC-TQST-LAN-DWG-0002	G
Land Plan Section D, Sheet 7 of 9	AENC-TQST-LAN-DWG-0002	G
Land Plan Section D, Sheet 8 of 9	AENC-TQST-LAN-DWG-0002	G
Land Plan Section D, Sheet 9 of 9	AENC-TQST-LAN-DWG-0002	G
Land Key Plan Section E, Sheet 1 of 1	AENC-TQST-LAN-DWG-0002	G
Land Plan Section E, Sheet 1 of 8	AENC-TQST-LAN-DWG-0002	G
Land Plan Section E, Sheet 2 of 8	AENC-TQST-LAN-DWG-0002	G
Land Plan Section E, Sheet 3 of 8	AENC-TQST-LAN-DWG-0002	G
Land Plan Section E, Sheet 4 of 8	AENC-TQST-LAN-DWG-0002	G
Land Plan Section E, Sheet 5 of 8	AENC-TQST-LAN-DWG-0002	G
Land Plan Section E, Sheet 6 of 8	AENC-TQST-LAN-DWG-0002	G
Land Plan Section E, Sheet 7 of 8	AENC-TQST-LAN-DWG-0002	G
Land Plan Section E, Sheet 8 of 8	AENC-TQST-LAN-DWG-0002	G
Land Key Plan Section F, Sheet 1 of 1	AENC-TQST-LAN-DWG-0002	G
Land Plan Section F, Sheet 1 of 10	AENC-TQST-LAN-DWG-0002	G
Land Plan Section F, Sheet 2 of 10	AENC-TQST-LAN-DWG-0002	G
Land Plan Section F, Sheet 3 of 10	AENC-TQST-LAN-DWG-0002	G
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Land Plan Section F, Sheet 6 of 10	AENC-TQST-LAN-DWG-0002	G
Land Plan Section F, Sheet 7 of 10	AENC-TQST-LAN-DWG-0002	G
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Drawing Title	*Drawing Number*	*Revision*
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Land Plan Section F, Sheet 10 of 10	AENC-TQST-LAN-DWG-0002	G
Land Key Plan Section G, Sheet 1 of 1	AENC-TQST-LAN-DWG-0002	G
Land Plan Section G, Sheet 1 of 6	AENC-TQST-LAN-DWG-0002	G
Land Plan Section G, Sheet 2 of 6	AENC-TQST-LAN-DWG-0002	G
Land Plan Section G, Sheet 3 of 6	AENC-TQST-LAN-DWG-0002	G
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Land Plan Section G, Sheet 6 of 6	AENC-TQST-LAN-DWG-0002	G
Land Key Plan Section H, Sheet 1 of 1	AENC-TQST-LAN-DWG-0002	G
Land Plan Section H, Sheet 1 of 7	AENC-TQST-LAN-DWG-0002	G
Land Plan Section H, Sheet 1A of 7	AENC-TQST-LAN-DWG-0002	G
Land Plan Section H, Sheet 1B of 7	AENC-TQST-LAN-DWG-0002	G
Land Plan Section H, Sheet 2 of 7	AENC-TQST-LAN-DWG-0002	G
Land Plan Section H, Sheet 3 of 7	AENC-TQST-LAN-DWG-0002	G
Land Plan Section H, Sheet 4 of 7	AENC-TQST-LAN-DWG-0002	G
Land Plan Section H, Sheet 5 of 7	AENC-TQST-LAN-DWG-0002	G
Land Plan Section H, Sheet 6 of 7	AENC-TQST-LAN-DWG-0002	G
Land Plan Section H, Sheet 7 of 7	AENC-TQST-LAN-DWG-0002	G

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PART 4

OPEN ACCESS LAND PLANS

Drawing Title	*Drawing Number*	*Revision*
Open Access Land Plan Key Plan Section A, Sheet 1 of 1	AENC-MMAC-ENG-DWG-0166	A
Open Access Land Plan Section A, Sheet 1	AENC-MMAC-ENG-DWG-0166	A
Open Access Land Plan	AENC-MMAC-ENG-DWG-0166	A

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Drawing Title	*Drawing Number*	*Revision*
Section A, Sheet 13		
Open Access Land Plan Key Plan Section B, Sheet 1 of 1	AENC-MMAC-ENG-DWG-0166	A
Open Access Land Plan Section B, Sheet 1	AENC-MMAC-ENG-DWG-0166	A
Open Access Land Plan Section B, Sheet 2	AENC-MMAC-ENG-DWG-0166	A
Open Access Land Plan Section B, Sheet 3	AENC-MMAC-ENG-DWG-0166	A
Open Access Land Plan Section B, Sheet 4	AENC-MMAC-ENG-DWG-0166	A
Open Access Land Plan Section B, Sheet 7	AENC-MMAC-ENG-DWG-0166	A
Open Access Land Plan Key Plan Section E, Sheet 1 of 1	AENC-MMAC-ENG-DWG-0166	A
Open Access Land Plan Section E, Sheet 3	AENC-MMAC-ENG-DWG-0166	A
Open Access Land Plan Key Plan Section F, Sheet 1 of 1	AENC-MMAC-ENG-DWG-0166	A
Open Access Land Plan Section F, Sheet 10	AENC-MMAC-ENG-DWG-0166	A

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PART 5

SPECIAL CATEGORY AND CROWN LAND PLANS

Drawing Title	*Drawing Number*	*Revision*
Special Category and Crown Land Key Plan Section A, Sheet 1 of 1	AENC-TQST-LAN-DWG-0001	G
Special Category and Crown Land Plan Section A, Sheet 1	AENC-TQST-LAN-DWG-0001	G
Special Category and Crown Land Plan Section A, Sheet 2	AENC-TQST-LAN-DWG-0001	G
Special Category and Crown Land Plan Section A, Sheet 13	AENC-TQST-LAN-DWG-0001	G
Special Category and Crown Land Key Plan Section B, Sheet 1 of 1	AENC-TQST-LAN-DWG-0001	G
Special Category and Crown Land Plan Section B, Sheet 2	AENC-TQST-LAN-DWG-0001	G
Special Category and Crown Land Plan Section B, Sheet 3	AENC-TQST-LAN-DWG-0001	G
Special Category and Crown Land Plan Section B, Sheet 4	AENC-TQST-LAN-DWG-0001	G
Special Category and Crown Land Plan Section B, Sheet 7	AENC-TQST-LAN-DWG-0001	G
Special Category and Crown Land Plan Section B, Sheet 16	AENC-TQST-LAN-DWG-0001	G

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Drawing Title	*Drawing Number*	*Revision*
Special Category and Crown Land Plan Section B, Sheet 17	AENC-TQST-LAN-DWG-0001	G
Special Category and Crown Land Plan Section B, Sheet 19	AENC-TQST-LAN-DWG-0001	G
Special Category and Crown Land Key Plan Section D, Sheet 1 of 1	AENC-TQST-LAN-DWG-0001	G
Special Category and Crown Land Plan Section D, Sheet 5	AENC-TQST-LAN-DWG-0001	G
Special Category and Crown Land Plan Section D, Sheet 6	AENC-TQST-LAN-DWG-0001	G
Special Category and Crown Land Key Plan Section E, Sheet 1 of 1	AENC-TQST-LAN-DWG-0001	G
Special Category and Crown Land Plan Section E, Sheet 3	AENC-TQST-LAN-DWG-0001	G
Special Category and Crown Land Key Plan Section F, Sheet 1 of 1	AENC-TQST-LAN-DWG-0001	G
Special Category and Crown Land Plan Section F, Sheet 3	AENC-TQST-LAN-DWG-0001	G
Special Category and Crown Land Plan Section F, Sheet 4	AENC-TQST-LAN-DWG-0001	G
Special Category and Crown Land Plan Section F, Sheet 6	AENC-TQST-LAN-DWG-0001	G
Special Category and Crown Land Plan Section F, Sheet 10	AENC-TQST-LAN-DWG-0001	G
Special Category and Crown Land Key Plan Section G, Sheet 1 of 1	AENC-TQST-LAN-DWG-0001	G
Special Category and Crown Land Plan Section G, Sheet 4	AENC-TQST-LAN-DWG-0001	G
Special Category and Crown Land Plan Section G, Sheet 6	AENC-TQST-LAN-DWG-0001	G
Special Category and Crown Land Key Plan Section H, Sheet 1 of 1	AENC-TQST-LAN-DWG-0001	G
Special Category and Crown Land Plan Section H, Sheet 4	AENC-TQST-LAN-DWG-0001	G
Special Category and Crown Land Plan Section H, Sheet 7	AENC-TQST-LAN-DWG-0001	G

PART 6

TRAFFIC REGULATION ORDER PLANS

Drawing Title	*Drawing Number*	*Revision*
Traffic Regulation Order Key Plan Section A, Sheet 1 of 1	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan	AENC-MMAC-ENG-DWG-0083	B

Drawing Title	*Drawing Number*	*Revision*
Section A, Sheet 1 of 13		
Traffic Regulation Order Plan Section A, Sheet 2 of 13	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section A, Sheet 3 of 13	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section A, Sheet 4 of 13	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section A, Sheet 5 of 13	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section A, Sheet 6 of 13	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section A, Sheet 7 of 13	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section A, Sheet 8 of 13	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section A, Sheet 9 of 13	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section A, Sheet 10 of 13	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section A, Sheet 11 of 13	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section A, Sheet 12 of 13	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section A, Sheet 13 of 13	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Key Plan Section B, Sheet 1 of 1	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section B, Sheet 1 of 22	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section B, Sheet 2 of 22	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section B, Sheet 3 of 22	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section B, Sheet 4 of 22	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section B, Sheet 5 of 22	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section B, Sheet 6 of 22	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section B, Sheet 7 of 22	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section B, Sheet 8 of 22	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section B, Sheet 9 of 22	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section B, Sheet 10 of 22	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section B, Sheet 11 of 22	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section B, Sheet 11A of 22	AENC-MMAC-ENG-DWG-0083	A

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Drawing Title	*Drawing Number*	*Revision*
Traffic Regulation Order Plan Section B, Sheet 11B of 22	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section B, Sheet 12 of 22	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section B, Sheet 13 of 22	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section B, Sheet 14 of 22	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section B, Sheet 15 of 22	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section B, Sheet 16 of 22	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section B, Sheet 17 of 22	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section B, Sheet 18 of 22	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section B, Sheet 19 of 22	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section B, Sheet 20 of 22	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section B, Sheet 21 of 22	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section B, Sheet 22 of 22	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Key Plan Section C, Sheet 1 of 1	AENC-MMAC-ENG-DWG-0083	C
Traffic Regulation Order Plan Section C, Sheet 1 of 18	AENC-MMAC-ENG-DWG-0083	C
Traffic Regulation Order Plan Section C, Sheet 2 of 18	AENC-MMAC-ENG-DWG-0083	C
Traffic Regulation Order Plan Section C, Sheet 3 of 18	AENC-MMAC-ENG-DWG-0083	C
Traffic Regulation Order Plan Section C, Sheet 4 of 18	AENC-MMAC-ENG-DWG-0083	C
Traffic Regulation Order Plan Section C, Sheet 5 of 18	AENC-MMAC-ENG-DWG-0083	C
Traffic Regulation Order Plan Section C, Sheet 6 of 18	AENC-MMAC-ENG-DWG-0083	C
Traffic Regulation Order Plan Section C, Sheet 7 of 18	AENC-MMAC-ENG-DWG-0083	C
Traffic Regulation Order Plan Section C, Sheet 8 of 18	AENC-MMAC-ENG-DWG-0083	C
Traffic Regulation Order Plan Section C, Sheet 9 of 18	AENC-MMAC-ENG-DWG-0083	C
Traffic Regulation Order Plan Section C, Sheet 10 of 18	AENC-MMAC-ENG-DWG-0083	C
Traffic Regulation Order Plan Section C, Sheet 11 of 18	AENC-MMAC-ENG-DWG-0083	C
Traffic Regulation Order Plan Section C, Sheet 12 of 18	AENC-MMAC-ENG-DWG-0083	C
Traffic Regulation Order Plan	AENC-MMAC-ENG-DWG-0083	C

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Drawing Title	*Drawing Number*	*Revision*
Section C, Sheet 13 of 18		
Traffic Regulation Order Plan Section C, Sheet 14 of 18	AENC-MMAC-ENG-DWG-0083	C
Traffic Regulation Order Plan Section C, Sheet 15 of 18	AENC-MMAC-ENG-DWG-0083	C
Traffic Regulation Order Plan Section C, Sheet 16 of 18	AENC-MMAC-ENG-DWG-0083	C
Traffic Regulation Order Plan Section C, Sheet 17 of 18	AENC-MMAC-ENG-DWG-0083	C
Traffic Regulation Order Plan Section C, Sheet 18 of 18	AENC-MMAC-ENG-DWG-0083	C
Traffic Regulation Order Key Plan Section D, Sheet 1 of 1	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section D, Sheet 1 of 9	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section D, Sheet 2 of 9	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section D, Sheet 3 of 9	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section D, Sheet 4 of 9	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section D, Sheet 5 of 9	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section D, Sheet 6 of 9	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section D, Sheet 7 of 9	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section D, Sheet 8 of 9	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section D, Sheet 9 of 9	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Key Plan Section E, Sheet 1 of 1	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section E, Sheet 1 of 8	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section E, Sheet 2 of 8	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section E, Sheet 3 of 8	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section E, Sheet 4 of 8	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section E, Sheet 5 of 8	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section E, Sheet 6 of 8	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section E, Sheet 7 of 8	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section E, Sheet 8 of 8	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Key Plan Section F, Sheet 1 of 1	AENC-MMAC-ENG-DWG-0083	A

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Drawing Title	*Drawing Number*	*Revision*
Traffic Regulation Order Plan Section F, Sheet 1 of 10	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section F, Sheet 2 of 10	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section F, Sheet 3 of 10	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section F, Sheet 4 of 10	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section F, Sheet 5 of 10	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section F, Sheet 6 of 10	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section F, Sheet 7 of 10	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section F, Sheet 8 of 10	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section F, Sheet 9 of 10	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section F, Sheet 10 of 10	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section F, Sheet 10A of 10	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Plan Section F, Sheet 10B of 10	AENC-MMAC-ENG-DWG-0083	A
Traffic Regulation Order Key Plan Section G, Sheet 1 of 1	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section G, Sheet 1 of 6	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section G, Sheet 2 of 6	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section G, Sheet 3 of 6	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section G, Sheet 4 of 6	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section G, Sheet 5 of 6	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Plan Section G, Sheet 6 of 6	AENC-MMAC-ENG-DWG-0083	B
Traffic Regulation Order Key Plan Section H, Sheet 1 of 1	AENC-MMAC-ENG-DWG-0083	C
Traffic Regulation Order Plan Section H, Sheet 1 of 7	AENC-MMAC-ENG-DWG-0083	C
Traffic Regulation Order Plan Section H, Sheet 1A of 7	AENC-MMAC-ENG-DWG-0083	C
Traffic Regulation Order Plan Section H, Sheet 1B of 7	AENC-MMAC-ENG-DWG-0083	C
Traffic Regulation Order Plan Section H, Sheet 2 of 7	AENC-MMAC-ENG-DWG-0083	C
Traffic Regulation Order Plan Section H, Sheet 3 of 7	AENC-MMAC-ENG-DWG-0083	C
Traffic Regulation Order Plan	AENC-MMAC-ENG-DWG-0083	C

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Drawing Title	*Drawing Number*	*Revision*
Section H, Sheet 4 of 7		
Traffic Regulation Order Plan Section H, Sheet 5 of 7	AENC-MMAC-ENG-DWG-0083	C
Traffic Regulation Order Plan Section H, Sheet 6 of 7	AENC-MMAC-ENG-DWG-0083	C
Traffic Regulation Order Plan Section H, Sheet 7 of 7	AENC-MMAC-ENG-DWG-0083	C
Traffic Regulation Order Plan Section H, Sheet 7A of 7	AENC-MMAC-ENG-DWG-0083	C

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PART 7

TREES AND HEDGEROWS TO BE REMOVED AND/OR MANAGED PLANS

Drawing Title	*Drawing Number*	*Revision*
Trees and Hedgerows to be Removed and/or Managed Key Plan Section A, Sheet 1 of 1	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section A, Sheet 1 of 13	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section A, Sheet 2 of 13	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section A, Sheet 3 of 13	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section A, Sheet 4 of 13	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section A, Sheet 5 of 13	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section A, Sheet 6 of 13	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section A, Sheet 7 of 13	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section A, Sheet 8 of 13	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section A, Sheet 9 of 13	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section A, Sheet 10 of 13	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan	AENC-LSTC-ENG-DWG-0002	C

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Drawing Title	*Drawing Number*	*Revision*
Section A, Sheet 11 of 13		
Trees and Hedgerows to be Removed and/or Managed Plan Section A, Sheet 12 of 13	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section A, Sheet 13 of 13	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Key Plan Section B, Sheet 1 of 1	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section B, Sheet 1 of 22	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section B, Sheet 2 of 22	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section B, Sheet 3 of 22	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section B, Sheet 4 of 22	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section B, Sheet 5 of 22	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section B, Sheet 6 of 22	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section B, Sheet 7 of 22	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section B, Sheet 8 of 22	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section B, Sheet 9 of 22	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section B, Sheet 10 of 22	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section B, Sheet 11 of 22	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section B, Sheet 12 of 22	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section B, Sheet 13 of 22	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section B, Sheet 14 of 22	AENC-LSTC-ENG-DWG-0002	C

Drawing Title	*Drawing Number*	*Revision*
Trees and Hedgerows to be Removed and/or Managed Plan Section B, Sheet 15 of 22	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section B, Sheet 16 of 22	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section B, Sheet 17 of 22	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section B, Sheet 18 of 22	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section B, Sheet 19 of 22	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section B, Sheet 20 of 22	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section B, Sheet 21 of 22	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section B, Sheet 22 of 22	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Key Plan Section C, Sheet 1 of 1	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section C, Sheet 1 of 18	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section C, Sheet 2 of 18	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section C, Sheet 3 of 18	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section C, Sheet 4 of 18	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section C, Sheet 5 of 18	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section C, Sheet 6 of 18	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section C, Sheet 7 of 18	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section C, Sheet 8 of 18	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or	AENC-LSTC-ENG-DWG-0002	C

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Drawing Title	*Drawing Number*	*Revision*
Managed Plan Section C, Sheet 9 of 18		
Trees and Hedgerows to be Removed and/or Managed Plan Section C, Sheet 10 of 18	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section C, Sheet 11 of 18	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section C, Sheet 12 of 18	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section C, Sheet 13 of 18	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section C, Sheet 14 of 18	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section C, Sheet 15 of 18	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section C, Sheet 16 of 18	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section C, Sheet 17 of 18	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section C, Sheet 18 of 18	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Key Plan Section D, Sheet 1 of 1	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section D, Sheet 1 of 9	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section D, Sheet 2 of 9	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section D, Sheet 3 of 9	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section D, Sheet 4 of 9	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section D, Sheet 5 of 9	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section D, Sheet 6 of 9	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan	AENC-LSTC-ENG-DWG-0002	C

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Drawing Title	*Drawing Number*	*Revision*
Section D, Sheet 7 of 9		
Trees and Hedgerows to be Removed and/or Managed Plan Section D, Sheet 8 of 9	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section D, Sheet 9 of 9	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Key Plan Section E, Sheet 1 of 1	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section E, Sheet 1 of 8	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section E, Sheet 2 of 8	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section E, Sheet 3 of 8	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section E, Sheet 4 of 8	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section E, Sheet 5 of 8	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section E, Sheet 6 of 8	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section E, Sheet 7 of 8	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section E, Sheet 8 of 8	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Key Plan Section F, Sheet 1 of 1	AENC-LSTC-ENG-DWG-0002	D
Trees and Hedgerows to be Removed and/or Managed Plan Section F, Sheet 1 of 10	AENC-LSTC-ENG-DWG-0002	D
Trees and Hedgerows to be Removed and/or Managed Plan Section F, Sheet 2 of 10	AENC-LSTC-ENG-DWG-0002	D
Trees and Hedgerows to be Removed and/or Managed Plan Section F, Sheet 3 of 10	AENC-LSTC-ENG-DWG-0002	D
Trees and Hedgerows to be Removed and/or Managed Plan Section F, Sheet 4 of 10	AENC-LSTC-ENG-DWG-0002	D
Trees and Hedgerows to be Removed and/or Managed Plan Section F, Sheet 5 of 10	AENC-LSTC-ENG-DWG-0002	D

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Drawing Title	*Drawing Number*	*Revision*
Trees and Hedgerows to be Removed and/or Managed Plan Section F, Sheet 6 of 10	AENC-LSTC-ENG-DWG-0002	D
Trees and Hedgerows to be Removed and/or Managed Plan Section F, Sheet 7 of 10	AENC-LSTC-ENG-DWG-0002	D
Trees and Hedgerows to be Removed and/or Managed Plan Section F, Sheet 8 of 10	AENC-LSTC-ENG-DWG-0002	D
Trees and Hedgerows to be Removed and/or Managed Plan Section F, Sheet 9 of 10	AENC-LSTC-ENG-DWG-0002	D
Trees and Hedgerows to be Removed and/or Managed Plan Section F, Sheet 10 of 10	AENC-LSTC-ENG-DWG-0002	D
Trees and Hedgerows to be Removed and/or Managed Key Plan Section G, Sheet 1 of 1	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section G, Sheet 1 of 6	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section G, Sheet 2 of 6	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section G, Sheet 3 of 6	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section G, Sheet 4 of 6	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section G, Sheet 5 of 6	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Plan Section G, Sheet 6 of 6	AENC-LSTC-ENG-DWG-0002	C
Trees and Hedgerows to be Removed and/or Managed Key Plan Section H, Sheet 1 of 1	AENC-LSTC-ENG-DWG-0002	D
Trees and Hedgerows to be Removed and/or Managed Plan Section H, Sheet 1 of 7	AENC-LSTC-ENG-DWG-0002	D
Trees and Hedgerows to be Removed and/or Managed Plan Section H, Sheet 1A of 7	AENC-LSTC-ENG-DWG-0002	D
Trees and Hedgerows to be Removed and/or Managed Plan Section H, Sheet 1B of 7	AENC-LSTC-ENG-DWG-0002	D
Trees and Hedgerows to be Removed and/or Managed Plan Section H, Sheet 2 of 7	AENC-LSTC-ENG-DWG-0002	D
Trees and Hedgerows to be Removed and/or	AENC-LSTC-ENG-DWG-0002	D

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Drawing Title	*Drawing Number*	*Revision*
Managed Plan Section H, Sheet 3 of 7		
Trees and Hedgerows to be Removed and/or Managed Plan Section H, Sheet 4 of 7	AENC-LSTC-ENG-DWG-0002	D
Trees and Hedgerows to be Removed and/or Managed Plan Section H, Sheet 5 of 7	AENC-LSTC-ENG-DWG-0002	D
Trees and Hedgerows to be Removed and/or Managed Plan Section H, Sheet 6 of 7	AENC-LSTC-ENG-DWG-0002	D
Trees and Hedgerows to be Removed and/or Managed Plan Section H, Sheet 7 of 7	AENC-LSTC-ENG-DWG-0002	D

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PART 8

WORKS PLANS

Drawing Title	*Drawing Number*	*Revision*
Works Key Plan Section A, Sheet 1 of 1	AENC-LSTC-ENG-DWG-0003	B
Works Plan Section A, Sheet 1 of 13	AENC-LSTC-ENG-DWG-0003	B
Works Plan Section A, Sheet 2 of 13	AENC-LSTC-ENG-DWG-0003	B
Works Plan Section A, Sheet 3 of 13	AENC-LSTC-ENG-DWG-0003	B
Works Plan Section A, Sheet 4 of 13	AENC-LSTC-ENG-DWG-0003	B
Works Plan Section A, Sheet 5 of 13	AENC-LSTC-ENG-DWG-0003	B
Works Plan Section A, Sheet 6 of 13	AENC-LSTC-ENG-DWG-0003	B
Works Plan Section A, Sheet 7 of 13	AENC-LSTC-ENG-DWG-0003	B
Works Plan Section A, Sheet 8 of 13	AENC-LSTC-ENG-DWG-0003	B
Works Plan Section A, Sheet 9 of 13	AENC-LSTC-ENG-DWG-0003	B
Works Plan Section A, Sheet 10 of 13	AENC-LSTC-ENG-DWG-0003	B
Works Plan Section A, Sheet 11 of 13	AENC-LSTC-ENG-DWG-0003	B
Works Plan Section A, Sheet 12 of 13	AENC-LSTC-ENG-DWG-0003	B
Works Plan Section A, Sheet 13 of 13	AENC-LSTC-ENG-DWG-0003	B
Works Plan – Table of Parameters Section A, Sheet 1 of 1	AENC-LSTC-ENG-DWG-0003	B

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Drawing Title	*Drawing Number*	*Revision*
Works Key Plan Section B, Sheet 1 of 1	AENC-LSTC-ENG-DWG-0003	B
Works Plan Section B, Sheet 1 of 22	AENC-LSTC-ENG-DWG-0003	B
Works Plan Section B, Sheet 2 of 22	AENC-LSTC-ENG-DWG-0003	B
Works Plan Section B, Sheet 3 of 22	AENC-LSTC-ENG-DWG-0003	B
Works Plan Section B, Sheet 4 of 22	AENC-LSTC-ENG-DWG-0003	B
Works Plan Section B, Sheet 5 of 22	AENC-LSTC-ENG-DWG-0003	B
Works Plan Section B, Sheet 6 of 22	AENC-LSTC-ENG-DWG-0003	B
Works Plan Section B, Sheet 7 of 22	AENC-LSTC-ENG-DWG-0003	B
Works Plan Section B, Sheet 8 of 22	AENC-LSTC-ENG-DWG-0003	B
Works Plan Section B, Sheet 9 of 22	AENC-LSTC-ENG-DWG-0003	B
Works Plan Section B, Sheet 10 of 22	AENC-LSTC-ENG-DWG-0003	B
Works Plan Section B, Sheet 11 of 22	AENC-LSTC-ENG-DWG-0003	B
Works Plan Section B, Sheet 12 of 22	AENC-LSTC-ENG-DWG-0003	B
Works Plan Section B, Sheet 13 of 22	AENC-LSTC-ENG-DWG-0003	B
Works Plan Section B, Sheet 14 of 22	AENC-LSTC-ENG-DWG-0003	B
Works Plan Section B, Sheet 15 of 22	AENC-LSTC-ENG-DWG-0003	B
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SCHEDULE 3

Article 3

REQUIREMENTS

Interpretation

1.—(1) In this Schedule unless the context requires otherwise—

"biodiversity metric" means version 4.0 of the statutory biodiversity accounting tool published by the Department for the Environment, Food and Rural Affairs or Natural England that can

be used to measure the biodiversity value or relative biodiversity value of habitat or habitat enhancement for the purposes of biodiversity net gain;

"biodiversity offsetting scheme" means a scheme which demonstrates how the authorised development will achieve at least an overall percentage of 10% biodiversity net gain compared with the pre-development biodiversity value, having regard to both on-site and off-site biodiversity enhancements through the acquisition of off-site biodiversity units;

"final biodiversity net gain assessment" means an assessment which will use the biodiversity metric to calculate the actual biodiversity value upon completion of construction of the authorised development as compared with the pre-development biodiversity value;

"HGV" means lorries over 3.5 tonnes maximum gross weight but excluding abnormal indivisible loads;

"interim biodiversity net gain assessment" means an assessment which will use the biodiversity metric to calculate the predicted biodiversity value upon completion of the authorised development as compared with the pre-development biodiversity value;

"intrusive" means an activity which requires or is facilitated by breaking the surface of the ground;

"lead local flood authority" has the same meaning as in section 6(7) of the Flood and Water Management Act 2010;

"lost tree" means any individual tree removed as a direct result of the construction of the authorised development during the construction period;

"Ministry of Defence" means the Ministry of Defence as represented by Defence Infrastructure Organisation – Safeguarding, St George's House, DIO Head Office, DMS Whittington, Lichfield, Staffordshire WS14 9PY;

"off site planting delivery scheme" means a written programme for the timing and delivery of off site replacement tree planting in respect of each stage of the authorised development, prepared in accordance with requirement 9 of this Order and substantially in accordance with the outline off site planting delivery scheme;

"part" means a given geographical section, component or location of the authorised development;

"proposed Five Estuaries substation" means the onshore substation proposed to be constructed under Work No. 15B of the Five Estuaries Offshore Wind Farm Order 2025;

"proposed North Falls substation" means the onshore substation proposed to be constructed under Work No. 11 of the North Falls Offshore Wind Farm Order 2026;

"reinstatement planting" includes, unless otherwise agreed with the relevant planning authority, embedded planting, reinstatement hedgerow or other planting, mitigation planting and (to the extent it is to be provided within the Order limits) planting associated with the 3:1 tree planting commitment as each are described in the outline landscape and ecological management plan (or the final landscape and ecological management plan if approved pursuant to requirement 4);

"reinstatement planting plan" means the plan referenced at requirements 9 and 10 and which provides detail on reinstatement planting to be prepared for each stage of the authorised development;

"replacement trees" means trees to be planted in replacement of lost trees in accordance with requirement 9 of this Order, at a ration of three replacement trees for every one lost tree;

"stage" means a defined stage of the authorised development, the extent of which is shown in a scheme submitted to the relevant planning authority pursuant to requirement 3;

"start up and close down activities" means—

(a) arrival and departure of workforce and staff at site and movement to and from places of work;

(b) general refuelling of plant;

(c) site inspections and safety checks;

(d) site meetings inspections and walkovers;

(e) site clean-up (site housekeeping that does not require the use of plant);

(f) general site maintenance; and

(g) low key maintenance and safety checking of plant and machinery.

"Wattisham Aerodrome safeguarding zone" means the statutory aerodrome safeguarding zone surrounding Wattisham Aerodrome as defined in the statutory safeguarding map for Wattisham Station produced by the Ministry of Defence on 8 May 2013 or in any replacement safeguarding map for Wattisham Station that may be issued by the Ministry of Defence.

(2) Where under any of the requirements the approval or agreement of the relevant planning authority or the relevant highway authority is required, that approval or agreement must be given in writing.

(3) Where any requirement requires the authorised development to be carried out in accordance or in general accordance with any document, plan, drawing, strategy, statement, details or other information approved by the relevant planning authority or the relevant highway authority, such document, plan, drawing, strategy, statement, details or other information includes any amendments subsequently approved in writing by the relevant planning authority or the relevant highway authority.

(4) Where an approval or agreement is required under the terms of any requirement or a document referred to in a requirement, or any requirement specifies "unless otherwise approved" or "unless otherwise agreed" by the relevant highway authority or the relevant planning authority, such approval or agreement may only be given where it has been demonstrated to the satisfaction of the relevant highway authority or the relevant planning authority that the subject matter of the approval or agreement sought will not give rise to any materially new or materially different environmental effects from those identified in the Environmental Statement.

(5) Unless otherwise provided in this Order, where a requirement relates to a specific site, work or stage and it specifies "commencement of development", it refers to the commencement of development on that site or in relation to that work or stage only.

(6) From the date of receipt by the undertaker of written notice from the Secretary of State that the DESNZ unit has been established, for the purposes of each requirement in this Schedule or any document referred to in any such requirement, the "relevant planning authority" (and in paragraph 7(3) of this Schedule the "relevant highway authority") means either—

(a) the DESNZ unit; or

(b) the body that would otherwise have been the "relevant planning authority" for the purposes of that definition in article 2 (interpretation) and—

(i) in paragraph 7(3) of this Schedule the body that would otherwise have been the "relevant highway authority" for the purposes of that definition in article 2 (interpretation) if not for the establishment of the DESNZ unit;

(ii) in paragraph 15 of this Schedule the body that would otherwise have been the "relevant county planning authority" for the purposes of that definition in article 2 (interpretation) if not for the establishment of the DESNZ unit,

in each case as identified by the undertaker pursuant to paragraph 1(1) of Schedule 4 (discharge of requirements).

2. Time Limits

(1) The authorised development must commence no later than the expiration of five years beginning with the date on which this Order comes into force.

(2) If any proceedings are begun to challenge the validity of this order, the period specified in paragraph (1) is extended for the period specified in paragraph (3).

(3) Under paragraph (2) the period is taken to be extended by—

(a) a period equivalent to the period beginning with the day the proceedings are filed and ending on the day they are withdrawn or finally determined, or

(b) if shorter, one year.

(4) Proceedings are not finally determined for the purposes of sub paragraph (3)(a) if any appeal—

(a) could be brought (ignoring any possibility of an appeal out of time with permission), or

(b) has been made and not withdrawn or finally determined.

3. Stages of authorised development

(1) Unless otherwise agreed with the relevant planning authority, written notice setting out the anticipated programme for the carrying out of pre-commencement operations must be given to the relevant planning authority no less than five business days prior to the date on which those pre-commencement operations are first carried out.

(2) The authorised development may not commence until a written scheme setting out all stages of the authorised development has been submitted to the relevant planning authority.

(3) Unless otherwise agreed with the relevant planning authority:

(a) any revisions to the written scheme referred to in sub-paragraph (2) above must be submitted to the relevant planning authority in advance of the commencement of the stage of the authorised development to which the revisions relate; and

(b) any revisions to the written scheme referred to in sub-paragraph (2) and, as applicable, sub-paragraph (3)(a) that are identified after the commencement of the stage or stages of the authorised development to which the revisions relate must be submitted to the relevant planning authority within 10 business days of the relevant revision being implemented.

(4) Written notice of the commencement and completion of construction of each stage of the authorised development, and the operational use of each stage of the authorised development, must be given to the relevant planning authority within 5 business days of the relevant event occurring.

(5) The authorised development must be carried out in accordance with any written scheme submitted further to sub-paragraph (2) or (3).

4. Construction Management Plans

(1) No stage of the authorised development may commence until, for that stage, the following plans as relevant to that stage have been submitted to and approved by the relevant planning authority (following consultation with Natural England in the case of the landscape and ecological management plan, the Environment Agency in the case of the code of construction practice and, where relevant in the context of the operation of the local or strategic road network, the relevant highway authority). The relevant plans are—

(a) code of construction practice (which must be substantially in accordance with the outline code of construction practice);

(b) construction traffic management plan (which must be substantially in accordance with the outline construction traffic management plan);

(c) landscape and ecological management plan (which must be substantially in accordance with the outline landscape and ecological management plan);

(d) public rights of way management plan (which must be substantially in accordance with the outline public rights of way management plan).

(2) Each stage of the authorised development must be carried out in accordance with the approved plans referred to in paragraph (1), unless otherwise agreed with the relevant planning authority and, where relevant in the context of the operation of the local or strategic road network, following consultation with the relevant highway authority.

(3) All pre-commencement operations must be carried out in accordance with the outline code of construction practice, the outline construction traffic management plan, the outline landscape and ecological management plan and the outline public rights of way management plan unless otherwise agreed with the relevant planning authority and, where relevant in the context of the

operation of the local or strategic road network, following consultation with the relevant highway authority.

5. Archaeology

(1) No archaeological evaluation works may begin until a written scheme of investigation for those archaeological evaluation works has been submitted to, and approved by, the relevant planning authority following consultation with the relevant county planning authority's archaeological or historic environment service and, if relevant, Historic England.

(2) Before any detailed written scheme of investigation (excluding any written scheme of investigation required under paragraph (1)) is submitted for approval under paragraph (3), the undertaker must carry out archaeological evaluation works in accordance with the written scheme of investigation approved under paragraph (1), unless otherwise agreed with the relevant planning authority following consultation with the relevant county planning authority's archaeological or historic environment service and, if relevant, Historic England.

(3) No stage of the authorised development may commence until detailed written schemes of investigation of areas of archaeological interest relevant to that stage (if any), which may include a preservation in situ management plan if relevant, as identified within the outline archaeological mitigation strategy and outline written scheme of investigation or identified through evaluation work as set out in the outline archaeological mitigation strategy and outline written scheme of investigation, has been submitted to and approved by the relevant planning authority following consultation with the relevant county planning authority's archaeological or historic environment service and, if relevant, Historic England.

(4) Any detailed archaeological works must be carried out in accordance with the approved detailed written scheme of investigation for that stage.

(5) Each detailed written scheme of investigation must be substantially in accordance with the outline archaeological mitigation strategy and outline written scheme of investigation and must identify areas where archaeological works are required and the measures to be taken to protect, record or preserve any significant archaeological remains that may be found and must include—

(a) an assessment of significance and research questions;

(b) the programme and methodology of site investigation and reporting;

(c) the programme for post-investigation assessment;

(d) proposals for providing for the analysis of site investigation and recording;

(e) proposals for providing archive deposition of the analysis and records of the site investigation;

(f) nomination of a competent person or persons/organisation to undertake the works set out within the detailed written scheme of investigation; and

(g) an implementation timetable.

(6) Unless otherwise agreed with the relevant planning authority—

(a) no later than one year following the completion of the fieldwork specified in each detailed written scheme of investigation, a site-specific post excavation assessment for that site must be completed in accordance with the detailed written scheme of investigation and submitted to the relevant planning authority for approval;

(b) no later than one year following the approval of the final site-specific post excavation assessment, an archaeological updated project design must be submitted to, and approved by, the relevant planning authority following consultation with the county planning authority's archaeological or historic environment service or, if relevant, Historic England and the archaeological updated project design must be in general accordance with the outline archaeological mitigation strategy and outline written schemes of investigation and set out scope for full post-excavation analysis and publication and have regard to the site-specific research agendas set out in the detailed written schemes of investigation;

(c) post-excavation analysis and publication must be carried out in accordance with the approved archaeological updated project design;

(d) the full archaeological archive, both physical and digital, must be deposited to the relevant archaeological archive repository for the relevant county in accordance with the approved archaeological updated project design.

(7) All pre-commencement operations must be carried out in accordance with the outline archaeological mitigation strategy and outline written scheme of investigation, and any pre-commencement operations comprising archaeological mitigation must be carried out in accordance with the detailed written schemes of investigation for mitigation areas, unless otherwise agreed with the relevant planning authority following consultation with the relevant county planning authority's archaeological or historic environment service and, if relevant, Historic England.

6. Design and layout plans

(1) The authorised development must be carried out in general accordance with the levels shown on the design and layout plans (elevations).

(2) The design of pylons forming part of the overhead electric line must be carried out in general accordance with the design and layout plans (pylons).

(3) The authorised development will not be in general accordance with the design and layout plans to which sub-paragraphs (1) and (2) refer to the extent that any departure from those design and layout plans gives rise to any materially new or materially different environmental effects from those identified in the environmental statement.

7. Construction hours

(1) Subject to sub-paragraphs (2) to (5) work may only take place between the hours of 0700 and 1900 Monday to Friday and 0700 and 1700 on Saturdays, Sundays, bank holidays and other public holidays (the core working hours), unless otherwise approved by the relevant planning authority.

(2) No percussive piling works may take place outside of the hours of 0700 to 1900 Monday to Friday and 0700 to 1700 on Saturdays, unless otherwise approved by the relevant planning authority.

(3) Subject to sub-paragraphs (4) and (5), no HGV deliveries may be made to site outside of the hours of 0700 to 1900 Monday to Friday and 0700 to 1700 on Saturdays, unless otherwise approved by the relevant highway authority.

(4) The following operations may take place outside the core working hours and, as the case may be, the hours referred to in sub-paragraph (3)—

(a) trenchless crossing operations including beneath highways, railway lines, woodlands, nature reserves, Sites of Special Scientific Interest or watercourses;

(b) the installation and removal of conductors, pilot wires and associated protective netting (included but not limited to) across highways, railway lines or watercourses;

(c) the jointing of underground cables;

(d) the continuation of any work activity commenced during the core working hours to a point where they can securely and or safely be paused;

(e) any highway works requested by the relevant highway authority or the DESNZ unit to be undertaken on a Saturday or Sunday or outside the core working hours;

(f) the testing or commissioning of any electrical plant installed as part of the authorised development including undertaking of any identified corrective activities;

(g) the completion of works delayed or held up by severe weather conditions which disrupted or interrupted normal construction activities;

(h) activity necessary in the instance of an emergency where there is a risk to persons or property;

(i) security monitoring;

(j) non-intrusive surveys;

(k) intrusive surveys;

(l) oil processing of transformers or reactors in substation sites;

(m) delivery to the transmission works of abnormal indivisible loads and any highway works requested by the relevant highway authority or the DESNZ unit to be undertaken outside the core working hours; and

(n) mechanical and electrical installation works within buildings once erected and enclosed.

(5) The core working hours exclude start up and close down activities up to 1 hour either side of the core working hours.

(6) The severe weather conditions referred to in sub-paragraph (4)(g) means any weather which prevents work from taking place during the core working hours referred to in sub-paragraph (1) and, as the case may be, the hours referred to in sub-paragraph (3) by reason of physical incapacity (whether for reasons of visibility, ground conditions, power availability, site access or otherwise) or being contrary to safe working practices.

8. Retention and removal of trees, woodland and hedgerows

(1) Unless otherwise agreed with the relevant planning authority, no stage of the authorised development may commence until, for that stage, a plan showing the trees, groups of trees, woodlands and hedgerows to be (as applicable) retained and removed during that stage has been submitted to and approved by the relevant planning authority.

(2) The plan submitted under sub-paragraph (1) must include details of the location, species and condition of the trees, groups of trees, woodlands and hedgerows to be (as applicable) removed and retained during that stage of the authorised development.

(3) The plan submitted under sub-paragraph (1) must be in accordance with the outline landscape and ecological management plan (or the final landscape and ecological management plan if approved pursuant to requirement 4) and the trees and hedgerows to be removed or managed plans.

(4) All trees, groups of trees, woodlands and hedgerows shown on the relevant plan for that stage of the authorised development must be (as applicable) retained or removed in accordance with the relevant plan as approved under sub-paragraph (1) for that stage of the authorised development, unless otherwise agreed by the relevant planning authority.

9. Reinstatement planting plan

(1) Unless otherwise agreed with the relevant planning authority, no stage of the authorised development may be brought into operational use until, for that stage, a reinstatement planting plan for trees, groups of trees, woodlands and hedgerows to be reinstated during that stage has been submitted to and approved by the relevant planning authority.

(2) The reinstatement planting plan submitted under sub-paragraph (1) must include a schedule of trees, hedgerows or other plants or seedlings to be planted, noting numbers, species, sizes and planting density of any proposed planting or seedlings.

(3) The reinstatement planting plan submitted under sub-paragraph (1) must be in general accordance with the outline landscape and ecological management plan (or the final landscape and ecological management plan if approved pursuant to requirement 4).

(4) Unless otherwise agreed with the relevant planning authority, all reinstatement planting works approved under sub-paragraph (1) must be implemented at the earliest opportunity and no later than by the first available planting season after that part of the authorised development to which the reinstatement planting works apply is first brought into operational use.

(5) All reinstatement planting works approved under sub-paragraph (1) must be carried out in accordance with the approved reinstatement planting plan for that stage of the authorised development, unless otherwise approved by the relevant planning authority.

(6) All reinstatement planting works approved under sub-paragraph (1) must be implemented, monitored and maintained in accordance with the ‘Aftercare’ section of the landscape and ecological management plan approved pursuant to requirement 4.

(7) Any trees or hedgerows planted as part of an approved reinstatement planting plan that, within a period of five years after planting (or such other period as is specified in the landscape and ecological management plan approved pursuant to requirement 4), are removed, die or become in the opinion of the relevant planning authority seriously damaged or diseased, must be replaced in the first available planting season with a specimen of the same species and size as that originally planted, unless otherwise approved by the relevant planning authority.

(8) No stage of the authorised development shall be brought into operational use until the off site planting delivery scheme for that stage has been submitted to, and approved by, the relevant planning authority for that stage.

(9) Each off site planting delivery scheme must be in substantial accordance with the outline off site planting delivery scheme.

(10) Each off site planting delivery scheme must—

(a) establish the requirement for off-site replacement tree planting in relation to lost trees, in line with the details submitted pursuant to requirements 8 and 9;

(b) identify the approach to off-site replacement tree planting and site selection criteria;

(c) identify (where appropriate) the location of the off-site replacement tree planting or, alternatively, details of the organisation which shall deliver the off-site replacement trees, such delivery to be funded by the undertaker; and

(d) identify the proposed timings for the delivery of the off-site replacement tree planting.

(11) Within two months of completion of delivery of the off site planting delivery scheme for each stage of the authorised development, the undertaker must provide a completion report to the relevant planning authority.

10. Reinstatement schemes

(1) Subject to sub-paragraphs (2) and (3), any land within the Order limits which is used temporarily for construction (save in respect of Work No. 17A) is to be reinstated to its former condition, or such condition as the relevant planning authority may approve, within 21 months of completion of the construction of the stage of authorised development for which it was required, or such further time as may be approved by the relevant planning authority.

(2) The requirement to reinstate the land to its former condition does not apply to land above or within 10 metres of underground cables installed as part of the authorised development.

(3) The requirement to reinstate the land to its former condition is subject to the provisions of article 27 (temporary use of land by National Grid), article 28 (temporary use of land by UKPN and UKOP) and article 29 (temporary use of land for maintaining the authorised development).

11. Biodiversity Net Gain

(1) Prior to the commencement of the authorised development, the interim biodiversity net gain assessment must be submitted to each relevant planning authority.

(2) Within six months of the date on which the construction period ends for the authorised development, a final biodiversity net gain assessment must be submitted to each relevant planning authority.

(3) In the event that the final biodiversity net gain assessment demonstrates that less than 10% biodiversity net gain has been achieved overall across the Order land following construction of the authorised development, a biodiversity offsetting scheme, which must be substantially in accordance with the biodiversity net gain report, shall be submitted to each relevant planning authority.

(4) Within 18 months of the date on which the construction period ends for the authorised development, the undertaker must secure the delivery of any identified onsite shortfall across the Order land in accordance with the biodiversity offsetting scheme by the undertaker acquiring biodiversity units from third party landowners who have entered into legal agreements with the relevant planning authority or responsible body (as applicable) to secure their land for the purposes of biodiversity net gain for a minimum period of 30 years.

(5) Within two months of completion of the biodiversity offsetting scheme, the undertaker must submit a report confirming completion to the relevant planning authority.

12. Design of permanent buildings and link pillars

(1) Any permanent building or link pillar forming part of the authorised development must be in general accordance with the design approach for site specific infrastructure, unless otherwise agreed in writing by the relevant planning authority.

(2) No works in connection with any matter to be agreed further to sub-paragraphs (3) and (4) below in respect of any permanent building or link pillar may commence until the design details of that permanent building or link pillar (such details having first been taken through the design review panel process described in the design approach for site specific infrastructure) have been submitted to and approved by the relevant planning authority.

(3) In this requirement, the design details of the permanent buildings required to be approved comprise the following—

(a) colour; and

(b) materials finish.

(4) In this requirement, the design details of the link pillars required to be approved comprise the following—

(a) colour of control cabinet;

(b) ground surface treatment; and

(c) fencing appearance.

(5) The authorised development must be carried out in accordance with the approved design details of the permanent buildings and link pillars.

(6) Notwithstanding the definition of "building" in article 2 (interpretation), for the purposes of this requirement, "permanent building" means the following:

(a) the gas insulated switchgear building at Bramford Substation;

(b) the northern and southern extension to the gas insulated switchgear building at Bramford Substation;

(c) the central control building at the East Anglia Connection Node Substation;

(d) the amenities building at the East Anglia Connection Node Substation;

(e) the dynamic reactive compensator buildings at East Anglia Connection Node Substation;

(f) the gas insulated switchgear building and gas insulated hall annexe at Tilbury North Substation;

(g) the distribution network operator buildings at the East Anglia Connection Node Substation and Tilbury North Substation;

(h) the portable relay rooms at Bramford Substation and the East Anglia Connection Node Substation; and

(i) any acoustic enclosures at Bramford Substation, the East Anglia Connection Node Substation and Tilbury North Substation,

and excludes any "electrical plant" or "electric line" as are both defined in section 64(1) of the 1989 Act.(**a**)

13. Decommissioning

(1) In the event that, at some future date, the authorised development, or part of it, is to be decommissioned, a written scheme of decommissioning must be submitted to the relevant planning authority for its approval following consultation with the relevant highway authority, at least six months prior to decommissioning works.

(**a**) 1989 c.29.

(2) The approved scheme must be implemented as approved as part of the decommissioning of the authorised development or relevant part of it.

(3) This requirement does not apply to the part of the authorised development and associated development described in Schedule 1 (authorised development) which relates to the dismantling and removal of existing infrastructure or apparatus.

(4) The written scheme of decommissioning submitted under sub paragraph (1) must include environmental assessment undertaken in accordance with the laws and regulations applicable at the time it is submitted to the relevant planning authority.

14. Control of noise during operational stage

(1) The noise rating level for the standard operation of Work No. 8 (East Anglia Connection Node Substation) must not exceed—

(a) 34 dB LAr,15minutes at any time at a free field location immediately adjacent to the noise sensitive location at Bounds Farm (Grid reference 607189, 229356).

(b) 33 dB LAr,15minutes at any time at a free field location immediately adjacent to the following noise sensitive locations—

(i) Property South of Hungerdowns (Grid reference 607236,229625);

(ii) Mayfields Farm (Grid reference 607135, 229511); and

(iii) Badley Hall (Grid reference 607173, 228964).

(c) 31 dB LAr,15minutes at any time at a free field location immediately adjacent to the following noise sensitive locations—

(i) Waterhouse Farm (Grid reference 607256, 228374); and

(ii) 69 Hungerdown Lane (Grid reference 607379, 229920).

(2) The noise rating level for the standard operation of Work No. 18 (Tilbury North Substation) must not exceed—

(a) 40 dB LAr,15minutes at any time at a free field location immediately adjacent to the noise sensitive location at Brentwood Road (Grid reference 566439, 180696);

(b) 34 dB LAr,15minutes at any time at a free field location immediately adjacent to the noise sensitive location at Northumberland Road (Grid reference 567014, 179717).

(c) 33dB LAr,15minutes at any time at a free field location immediately adjacent to the noise sensitive location at High House Land (Grid reference 565518, 180062).

(3) Prior to commencement of operation of Work No. 8 (East Anglia Connection Node Substation), a noise investigation protocol must be submitted to and approved by the relevant planning authority. The protocol must set out a process for the investigation of cumulative operational noise from the proposed North Falls substation and the proposed Five Estuaries substation as and when one or both becomes operational.

(4) Within 12 months of Work No. 8 (East Anglia Connection Node Substation) coming into operational use, the undertaker must carry out noise evaluations at the noise sensitive locations listed in paragraphs (1)(a), (1)(b) and (1)(c). If the noise rating levels are found to be exceeded, the undertaker must provide details of further noise monitoring and mitigation to be agreed in writing by the relevant planning authority.

(5) The determination of LAr,15minutes must be in accordance with BS 4142:2014+A1:2019 (or any successor to it). The reference method set out in Annex D to BS 4142:2014+A1:2019 (or any successor to it) must be used to determine and demonstrate the applicable tonal penalty, where the maximum +6 dB rating penalty has not been applied. The noise investigation protocol must identify—

(a) the required meteorological and other conditions under which the measurements will be taken, acknowledging that data obtained during emergency operation or testing of certain plant and equipment is not to be taken into account, and

(b) suitable monitoring locations (and alternative locations if appropriate).

(6) For the purposes of this requirement, "standard operation" means the ordinary operation of the substations excluding emergency operation and the testing of plant and equipment associated with emergency operation.

15. Employment and Skills Plan

(1) The authorised development may not commence until an employment and skills plan (which must be substantially in accordance with the outline employment and skills plan) has been submitted to and approved by the relevant county planning authority and Thurrock Council.

(2) The authorised development must be carried out in general accordance with any employment and skills plan approved further to sub-paragraph (1) unless otherwise agreed with the relevant county planning authority and Thurrock Council.

16. Ministry of Defence Temporary Structure Deployment Management (Wattisham Station Aerodrome)

(1) No works shall take place within the Wattisham Aerodrome safeguarding zone until such time as a liaison protocol designed to provide data on the deployment of cranes and pylon installation/removal works has been agreed with the Ministry of Defence and submitted to the relevant planning authority.

(2) The liaison protocol must set out:

(a) points of contact;

(b) a process through which the undertaker shall, 40 business days before commencing works, provide a proposed work schedule which details what works will be taking place in the Wattisham Aerodrome safeguarding zone and when;

(c) a process through which the undertaker shall notify the aerodrome operator of Wattisham Station of any changes or departures from those details no less than 5 business days before works are scheduled to commence;

(d) a process through which the aerodrome operator of Wattisham Station can confirm that the proposed deployment of cranage, or temporary tower type structures that may be used will be compatible with the operation of the aerodrome and its associated precision approach navigational aids; and

(e) in the event that the proposed deployment of cranage or temporary tower type structures is not compatible, a process through which an alternate approach can be agreed.

(3) The authorised development must be carried out in accordance with the details agreed with the Ministry of Defence and submitted to the relevant planning authority, unless otherwise agreed with the relevant planning authority following consultation with the Ministry of Defence.

17. Cranage deployment notification

(1) No less than 40 business days prior to the use of cranage in connection with the construction of the authorised development, the undertaker must notify the Civil Aviation Authority in accordance with the requirements of Civil Aviation Publication CAP1096.

(2) The use of cranage in connection with the construction of the authorised development must be in accordance with the recommendations of the Civil Aviation Authority received in response to the notification in sub-paragraph (1).

18. East 2 Wide Area Multilateration (WAM) Network Technicals Sites Safeguarding (Honington to Mendlesham WAM Microwave Link)

Notwithstanding the details shown on Section B Sheet 8 of the works plans, the table of parameters in relation to Work No. 2 (overhead transmission electric line (Route RG) from Norwich Main Substation to Bramford Substation) and the limits of deviation in article 5(1) (limits of deviation), no pylons, overhead transmission electric lines, conductors, insulators, fibre optic conductors which exceed a height of 126 metres above ordnance datum shall be erected within, or occupy, the area bounded by the following grid references:

608509, 265852

608609, 265807

608609, 265790

608509, 265835.

These restrictions do not apply in the 50 year return period extreme wind load event in accordance with BS EN 50341-1-2012 (as modified by BS EN 50341-2-9 2017) and National Grid Technical Specification 2.04.

19. East 2 Wide Area Multilateration (WAM) Network Technicals Sites Safeguarding (Mendlesham to Wattisham WAM Microwave Link)

Notwithstanding the details shown on Section B Sheet 11 of the works plans, the table of parameters in relation to Work No. 2 (overhead transmission electric line (Route RG) from Norwich Main Substation to Bramford Substation) and the limits of deviation in article 5 (limits of deviation), no pylons, overhead transmission electric lines, conductors and insulators which exceed a height of 103 metres above ordnance datum shall be erected within, or occupy, the area bounded by grid references:

608497, 259676

608484, 259636

608342, 259467

608336, 259485.

These restrictions do not apply in the 50 year return period extreme wind load event in accordance with BS EN 50341-1-2012 (as modified by BS EN 50341-2-9 2017) and National Grid Technical Specification 2.04.

20. Wattisham Station Aerodrome Obstacle Limitation Surfaces Safeguarding Requirements

Notwithstanding the details shown on works plan Section B Sheets 15 and 16, the table of parameters and the limits of deviation in article 5 (limits of deviation), no pylons, overhead transmission electric lines, conductors, insulators, fibre optic conductors as defined at Work No. 2 (overhead transmission electric line (Route RG) from Norwich Main Substation to Bramford Substation) which exceed a height of 129.74 metres above ordnance datum shall be erected within, or occupy, the two areas bounded by the following grid references:

Obstacle Limitation Surface Safeguarding Area 1

605537, 252283

605624, 252394

605703, 252333

605615, 252221

Obstacle Limitation Surface Safeguarding Area 2

605435, 251935

605534, 251949

605710, 250643

605610, 250630.

21. Ministry of Defence Aviation Charting and Aviation Safety Management

(1) The undertaker must notify the Ministry of Defence of the precise latitude and longitude and maximum height of each new or modified pylon forming part of the authorised development

above ordnance datum (including temporary pylons), as built, within 5 business days of the completion of construction of each such pylon.

(2) The undertaker must notify the Ministry of Defence of the removal of any existing pylons within 5 business days of the completion of removal works for each such pylon.

(3) The Ministry of Defence must be notified of any changes to the information supplied in accordance with these requirements within 5 business days of the changes having been implemented.

SCHEDULE 4

Article 55

DISCHARGE OF REQUIREMENTS

Applications made under requirements

1.—(1) Where notice has been received by the undertaker pursuant to paragraph 1(6) of Schedule 3 (requirements)—

(a) the undertaker may make an application for any consent, agreement or approval required by a requirement (including consent, agreement or approval in respect of part of a requirement) or any document referred to in any requirement to either, at the undertaker's discretion—

(i) the DESNZ unit as if it were the relevant planning authority for the purposes of the requirement in question (or in paragraph 7(3) of the "relevant highway authority"); or

(ii) the body that would otherwise have been the relevant planning authority as defined in article 2 (interpretation) and—

(aa) in paragraph 7(3) of Schedule 3 the body that would otherwise have been the "relevant highway authority" as defined in article 2 (interpretation) if not for the establishment of the DESNZ unit

(bb) in paragraph 15 of Schedule 3 the body that would otherwise have been the "relevant county planning authority" as defined in article 2 (interpretation) if not for the establishment of the DESNZ unit; and

(b) in the case of any requirement (including part of a requirement) pursuant to which the undertaker has made such application to the DESNZ unit as the relevant authority, the DESNZ unit must consult with the body that would otherwise have been the relevant authority as if it had been named as a body to be consulted in that requirement and such body shall be treated as a "requirement consultee" for the purposes of this Schedule.

(2) Where an application is made to a relevant authority for any consent, agreement or approval required by a requirement (including consent, agreement or approval in respect of part of a requirement), the undertaker must concurrently issue a copy of that application to the relevant requirement consultee.

(3) Where an application has been made to a relevant authority for any consent, agreement or approval required by a requirement (including consent, agreement or approval in respect of part of a requirement) or any document referred to in any requirement, the relevant authority must give notice to the undertaker of its decision on the application within a period of 25 business days beginning with—

(a) where no further information is requested under paragraph 2, the day immediately following that on which the application is received by the authority;

(b) where further information is requested under paragraph 2, the day immediately following that on which further information has been supplied by the undertaker; or

(c) such longer period as may be agreed in writing by the undertaker and the relevant authority.

(4) Subject to sub-paragraph (5), in the event that the relevant authority does not determine an application within the period set out in sub-paragraph (3), the relevant authority is taken to have granted all parts of the application (without any condition or qualification) at the end of that period.

(5) Where—

(a) an application has been made to the relevant authority for any consent, agreement or approval required by a requirement (or any document referred to in any requirement) included in this Order;

(b) the relevant authority does not determine such application within the period set out in sub-paragraph (3); and

(c) the application is accompanied by a report that considers it likely that the subject matter of the application is to give rise to any materially new or materially different environmental effects to those identified in the environmental statement,

then the application is taken to have been refused by the relevant authority at the end of that period.

Further information

2.—(1) Where an application has been made under paragraph 1 the relevant authority may request such reasonable further information from the undertaker as it considers is necessary to enable it to consider the application.

(2) If the relevant authority considers further information is necessary and the requirement does not specify that consultation with a requirement consultee is required, the relevant authority must, within 5 business days of receipt of the application, notify the undertaker in writing specifying the further information required.

(3) If the requirement specifies that consultation with a requirement consultee is required, the relevant authority must notify the undertaker in writing specifying any further information requested by the requirement consultee within 5 business days of receipt of such a request and in any event within 15 business days of receipt of the application.

(4) If the relevant authority does not give the notification mentioned in sub-paragraphs (2) or (3) it is deemed to have sufficient information to consider the application and is not thereafter entitled to request further information without the prior agreement of the undertaker.

(5) Where further information is requested under this paragraph in relation to part only of an application, that part is treated as separate from the remainder of the application for the purposes of calculating the time periods referred to in paragraph 1 and in this paragraph.

Fees

3.—(1) Other than when the relevant authority is the DESNZ unit, where an application is made to a relevant authority for one or more consent, agreement or approval required by a requirement (including one or more consent, agreement or approval in respect of part of a requirement), unless a bespoke arrangement has been agreed between the applicant and relevant authority and legally secured, a fee must be paid to the relevant authority as follows—

(a) where a fee may be charged under regulation 12A of the Infrastructure Planning (Fees) Regulations 2010(**a**) (fees in relation to the provision of relevant services) such applicable fee for the application or, where no such fee may be charged, such applicable fee as may be prescribed under sections 303 and 333(2A) of the 1990 Act for the discharge of conditions attached to a planning permission; or

(b) a fee of £298 for each application.

(2) Any fee paid under this Schedule in respect of an application that is rejected as invalidly made must be retained by the relevant authority and credited in respect of a future application.

(**a**) S.I. 2010/106. Regulation 2(1) (interpretation) and Schedule 2 (Prescribed Public Authorities) were amended by the Infrastructure Planning (Fees) (Amendment) Regulations 2026 (S.I. 2026/513).

Appeals

4.—(1) The undertaker may appeal if—

(a) the relevant authority refuses an application for—

(i) any consent, agreement or approval required by a requirement or any document referred to in any requirement; or

(ii) (except as provided in article 55(4)) any other consent, agreement or approval required under this Order,

or grants it subject to conditions to which the undertaker objects;

(b) the relevant authority does not give notice of its decision to the undertaker within the period specified in paragraph 1(3);

(c) having received a request for further information under paragraph 2(1) the undertaker considers that either the whole or part of the specified information requested by the relevant authority is not necessary for consideration of the application; or

(d) having received any further information requested, the relevant authority notifies the undertaker that the information provided is inadequate and requests additional information which the undertaker considers is not necessary for consideration of the application.

(2) The procedure for appeals is as follows—

(a) the undertaker must within six weeks of the date of the notice of the decision or determination, or (where no determination has been made, expiry of the decision period under paragraph 1(3), submit to the Secretary of State a copy of the application submitted to the relevant authority and any supporting documents which the undertaker may wish to provide ("the appeal documents");

(b) the undertaker must on the same day provide copies of the appeal documents to the relevant authority and the requirement consultee (if applicable);

(c) as soon as is practicable after receiving the appeals documents the Secretary of State must appoint a person to determine the appeal ("the appointed person") and notify the appeal parties of the identity of the appointed person and the address to which all correspondence for the appointed person must be sent;

(d) the relevant authority and the requirement consultee (if applicable) may submit any written representations in respect of the appeal to the appointed person within 10 business days beginning with the first day immediately following the date on which the appeal parties are notified of the appointment of the appointed person and must ensure that copies of their written representations are sent to each other and to the undertaker on the day on which they are submitted to the appointed person;

(e) the appeal parties may make any counter-submissions to the appointed person within 10 business days beginning with the first day immediately following the date of receipt of written representations pursuant to sub-paragraph (d) above; and

(f) the appointed person must make a decision and notify it to the appeal parties, with reasons, as soon as reasonably practicable.

(3) If the appointed person considers that further information is necessary to consider the appeal, the appointed person must as soon as practicable notify the appeal parties in writing specifying the further information required, the appeal party from whom the information is sought, and the date by which the information must be submitted.

(4) Any further information required pursuant to sub-paragraph (3) must be provided by the party from whom the information is sought to the appointed person and to the other appeal parties by the date specified by the appointed person.

(5) The appeal parties may submit written representations to the appointed person concerning matters contained in the further information.

(6) Any such representations must be submitted to the appointed person and made available to all appeal parties within 10 business days of the date mentioned in sub-paragraph (3).

Outcome of appeals

5.—(1) On an appeal under paragraph 4, the appointed person may—

(a) allow or dismiss the appeal; or

(b) reverse or vary any part of the decision of the relevant authority (whether the appeal relates to that part of it or not),

and may deal with the application as if it had been made to the appointed person in the first instance.

(2) The appointed person may proceed to a decision on an appeal taking into account only such written representations as have been sent within the time limits prescribed or set by the appointed person under this paragraph.

(3) The appointed person may proceed to a decision even though no written representations have been made within those time limits if it appears to the appointed person that there is sufficient material to enable a decision to be made on the merits of the case.

(4) The decision of the appointed person on an appeal is final and binding on the parties, and a court may entertain proceedings for questioning the decision only if the proceedings are brought by a claim for judicial review.

(5) Any consent, agreement or approval given by the appointed person pursuant to this Schedule is deemed to be an approval for the purpose of Schedule 3 (requirements) or the relevant other consent, agreement or approval required under this Order as if it had been given by the relevant authority.

(6) The relevant authority may confirm any determination given by the appointed person in identical form in writing but a failure to give such confirmation (or a failure to give it in identical form) does not affect or invalidate the effect of the appointed person's determination.

(7) Except where a direction is given pursuant to sub-paragraph (8) requiring the costs of the appointed person to be paid by the relevant authority, the reasonable costs of the appointed person must be met by the undertaker.

(8) On application by the relevant authority or the undertaker, the appointed person may give directions as to the costs of the appeal parties and as to the parties by whom the costs of the appeal are to be paid.

(9) In considering whether to make any such direction as to the costs of the appeal parties and the terms on which it is made, the appointed person must have regard to the Planning Practice Guidance published by the Department for Communities and Local Government (6th March 2014) or any circular or guidance which may from time to time replace it.

Interpretation of Schedule 4

6. In this Schedule—

"the appeal parties" means the relevant authority, the requirement consultee and the undertaker;

"relevant authority" means the person or body responsible for giving any consent, agreement or approval required by a requirement, or any document referred to in any requirement, under this Order or (except as provided in article 55(4) any other consent, agreement or approval required under this Order (including the relevant owner of a watercourse, sewer or drain as may be appropriate to the consent, agreement or approval sought); and

"requirement consultee" means any body named in a requirement as a body to be consulted by the relevant authority in discharging that requirement.

SCHEDULE 5

Article 11

STREETS SUBJECT TO STREET WORKS

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(1) *Authority*	*(2)* *Street subject to street works*	*(3)* *Access, rights of way and public rights of navigation plans reference*
Norfolk County Council	Mangreen Hall Lane	Section A, Sheet 1
Norfolk County Council	Hickling Lane	Section A, Sheet 1
Norfolk County Council	Church Road, Swainsthorpe	Section A, Sheet 1
Norfolk County Council	Brick Kiln Lane	Section A, Sheet 2
Norfolk County Council	Long Lane	Section A, Sheet 3
Norfolk County Council	Flordon Road	Section A, Sheet 4
Norfolk County Council	Wymondham Road	Section A, Sheet 4
Norfolk County Council	Marsh Lane	Section A, Sheet 4
Norfolk County Council	Hapton Road	Section A, Sheet 5
Norfolk County Council	Fundenhall Road	Section A, Sheet 5
Norfolk County Council	Hurn Lane	Section A, Sheet 5
Norfolk County Council	Stickfer Lane	Section A, Sheet 5
Norfolk County Council	Cheney's Lane	Section A, Sheet 6
Norfolk County Council	Long Stratton Road	Section A, Sheet 6
Norfolk County Council	Northfield Road	Section A, Sheet 6
Norfolk County Council	Link Road	Section A, Sheet 6
Norfolk County Council	Tabernacle Lane	Section A, Sheet 6
Norfolk County Council	Forncett Road	Section A, Sheet 6
Norfolk County Council	Low Common	Section A, Sheet 7
Norfolk County Council	Mill Road	Section A, Sheet 8
Norfolk County Council	Black Barn Road	Section A, Sheet 8
Norfolk County Council	B1134 Long Row	Section A, Sheet 9
Norfolk County Council	Heywood Road, Winfarthing	Section A, Sheet 10
Norfolk County Council	Heywood Road, Shelfanger	Section A, Sheet 11
Norfolk County Council	B1077 Shelfanger Road	Section A, Sheet 11
Norfolk County Council	Darrow Lane	Section A, Sheet 13
Norfolk County Council	Bressingham Road	Section A, Sheet 13
Norfolk County Council	A1066 High Road	Section A, Sheet 13
Norfolk County Council	Fen Lane	Section A, Sheet 13
Norfolk County Council	Doit Lane / The Doit	Section A, Sheet 13
Suffolk County Council	Ling Road	Section A, Sheet 13
Suffolk County Council	Millway Lane	Section B, Sheet 1
Suffolk County Council	Lion Road	Section B, Sheet 1
Suffolk County Council	Old Bury Road	Section B, Sheet 1
Suffolk County Council	A143 Old Bury Road	Section B, Sheet 1
Suffolk County Council	Dams Lane	Section B, Sheet 1
Suffolk County Council	Ash Road	Section B, Sheet 3
Suffolk County Council	Furze Way	Section B, Sheet 4
Suffolk County Council	Burgate Road / Road U5420 from C571 to U5421	Section B, Sheet 5
Suffolk County Council	Mellis Road	Section B, Sheet 5
Suffolk County Council	Thornham Road	Section B, Sheet 6
Suffolk County Council	Major Lane	Section B, Sheet 6

(1) *Authority*	*(2)* *Street subject to street works*	*(3)* *Access, rights of way and public rights of navigation plans reference*
Suffolk County Council	Eastlands Lane	Section B, Sheet 7
Suffolk County Council	Wickham Road	Section B, Sheet 7
Suffolk County Council	Wickham Lane, Cotton	Section B, Sheet 7
Suffolk County Council	Daisy Green Lane	Section B, Sheet 7
Suffolk County Council	Mendlesham Road	Section B, Sheet 8
Suffolk County Council	Cotton Road	Section B, Sheet 8
Suffolk County Council	Access Road from Hoggars Road to Elden's Lane Farm	Section B, Sheet 8
Suffolk County Council	Stonham Road	Section B, Sheet 9
Suffolk County Council	Hoggars Road	Section B, Sheet 9
Suffolk County Council	Lambert's Lane	Section B, Sheet 9
Suffolk County Council	Road U5219 to U5235, between Hoggars Road/Mendlesham Green and Stowupland Road	Section B, Sheet 9
Suffolk County Council	Debenham Lane, Stowupland (Off Saxham Street)	Section B, Sheet 10
Suffolk County Council	A1120 Bell's Lane	Section B, Sheet 10
Suffolk County Council	A14, Creeting St Peter	Section B, Sheet 12
Suffolk County Council	Mill Lane	Section B, Sheet 12
Suffolk County Council	B1113 Stowmarket Road	Section B, Sheet 12
Suffolk County Council	Hascot Hill	Section B, Sheet 14
Suffolk County Council	B1078 Ringshall Road	Section B, Sheet 16
Suffolk County Council	Holly Road	Section B, Sheet 16
Suffolk County Council	Bildeston Road	Section B, Sheet 17
Suffolk County Council	Elmsett Road	Section B, Sheet 18
Suffolk County Council	Ipswich Road	Section B, Sheet 18
Suffolk County Council	Hadleigh Road	Section B, Sheet 18
Suffolk County Council	Blood Hill	Section B, Sheet 18
Suffolk County Council	Flowton Road	Section B, Sheet 18
Suffolk County Council	Tye Lane	Section B, Sheet 19
Suffolk County Council	Bullen Lane	Section B, Sheet 20
Suffolk County Council	B1113 Loraine Way	Section B, Sheet 21
Suffolk County Council	Finningham Road	Section B, Sheet 22
Suffolk County Council	Burstall Lane	Section C, Sheet 1
Suffolk County Council	A1071 Hadleigh Road, Sproughton	Section C, Sheet 1
Suffolk County Council	A1071 Thorpe's Hill, Hintlesham	Section C, Sheet 1
Suffolk County Council	Washbrook Road	Section C, Sheet 1
Suffolk County Council	Valley Farm Drive	Section C, Sheet 1
Suffolk County Council	B1113 Bramford Road	Section C, Sheet 2
Suffolk County Council	B1113 High Street	Section C, Sheet 2
Suffolk County Council	Pigeons Lane	Section C, Sheet 2
Suffolk County Council	Spring Road	Section C, Sheet 3
Suffolk County Council	Chattisham Road	Section C, Sheet 3
Suffolk County Council	Hollow Road	Section C, Sheet 3
Suffolk County Council	Elm Lane	Section C, Sheet 3

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(1) *Authority*	*(2)* *Street subject to street works*	*(3)* *Access, rights of way and public rights of navigation plans reference*
Suffolk County Council	Saxon Lane	Section C, Sheet 3
Suffolk County Council	Wenham Road	Section C, Sheet 4
Suffolk County Council	Folly Road, Chattisham	Section C, Sheet 5
Suffolk County Council	Bottle Bridge Road	Section C, Sheet 6
Suffolk County Council	Woodlands Road	Section C, Sheet 6
Suffolk County Council	Raydon Road	Section C, Sheet 6
Suffolk County Council	Acacia Road	Section C, Sheet 7
Suffolk County Council	B1070 The Street	Section C, Sheet 7
Suffolk County Council	B1070 "Road southeast from B1070", Holton St Mary	Section C, Sheet 7
Suffolk County Council	Bacons Green	Section C, Sheet 7
Suffolk County Council	Sandpits Lane	Section C, Sheet 7
Suffolk County Council	B1068 Holtonwood Road	Section C, Sheet 7
Suffolk County Council	B1070 Hadleigh Road	Section C, Sheet 8
Essex County Council / National Highways	A12 Ipswich Road	Section C, Sheet 8
Suffolk County Council	Green Lane, Babergh	Section C, Sheet 9
Suffolk County Council	Higham Road	Section C, Sheet 9
Essex County Council	Water Lane, Langham	Section C, Sheet 9
Essex County Council	Low Lift Cottage Road	Section C, Sheet 10
Essex County Council	Docuras Farm Road	Section C, Sheet 10
Essex County Council	Dedham Road, Langham	Section C, Sheet 10
Essex County Council	Rectory Road	Section C, Sheet 10
Essex County Council	Nightingale Hill	Section C, Sheet 10
Essex County Council	Perry Lane	Section C, Sheet 10
Essex County Council	Ipswich Road, Langham	Section C, Sheet 11
Essex County Council	Birchwood Road	Section C, Sheet 12
Essex County Council	B1029 Ardleigh Road, Ardleigh	Section C, Sheet 12
Essex County Council	B1029 Dedham Road, Ardleigh	Section C, Sheet 12
Essex County Council	Malting Farm Lane	Section C, Sheet 12
Essex County Council	Rookery Chase	Section C, Sheet 13
Essex County Council	A137 Harwich Road	Section C, Sheet 13
Essex County Council	Home Farm Lane	Section C, Sheet 13
Essex County Council	Little Bromley Road	Section C, Sheet 13
Essex County Council	Morrow Lane	Section C, Sheet 13
Essex County Council	Hungerdown Lane	Section C, Sheet 14
Essex County Council	Grange Road, Ardleigh	Section C, Sheet 14
Essex County Council	Ardleigh Road, Little Bromley	Section C, Sheet 14
Essex County Council	Bentley Road	Section C, Sheet 16
Essex County Council / National Highways	A120 Ipswich Road	Section C, Sheet 16
Essex County Council	Dead Lane	Section C, Sheet 17
Essex County Council	Wick Lane	Section C, Sheet 17
Essex County Council	Old Ipswich Road	Section C, Sheet 18
Essex County Council	Turnpike Close	Section D, Sheet 1
Essex County Council	Langham Lane	Section D, Sheet 1

(1) *Authority*	*(2)* *Street subject to street works*	*(3)* *Access, rights of way and public rights of navigation plans reference*
Essex County Council	Langham Road	Section D, Sheet 2
Essex County Council	Straight Road	Section D, Sheet 2
Essex County Council	Boxted Road	Section D, Sheet 2
Essex County Council	A134 The Causeway	Section D, Sheet 3
Essex County Council	School Lane	Section D, Sheet 3
Essex County Council	London Road	Section D, Sheet 3
Essex County Council	Vinesse Road	Section D, Sheet 4
Essex County Council	Crabtree Lane	Section D, Sheet 4
Essex County Council	B1508 Bures Road	Section D, Sheet 4
Essex County Council	Fordham Road	Section D, Sheet 4
Essex County Council	Fossetts Lane	Section D, Sheet 5
Essex County Council	Mill Road	Section D, Sheet 6
Essex County Council	Fiddlers Hill	Section D, Sheet 6
Essex County Council	A1124 Ford Street Hill	Section D, Sheet 6
Essex County Council	A1124 Halstead Road	Section D, Sheet 6
Essex County Council	Green Lane, Aldham	Section D, Sheet 6
Essex County Council	Brook Road, Great Tey	Section D, Sheet 7
Essex County Council	Brook Road, Great Tey	Section D, Sheet 8
Essex County Council	Great Tey Road	Section D, Sheet 8
Essex County Council	North Lane	Section D, Sheet 8
Essex County Council	Salmon's Lane	Section D, Sheet 9
Essex County Council	A120 Colchester Road	Section E, Sheet 1
Essex County Council	Old Road	Section E, Sheet 1
Essex County Council	Skye Green Road	Section E, Sheet 1
Essex County Council	Coggeshall Road	Section E, Sheet 1
Essex County Council	Old Mill Lane	Section E, Sheet 2
Essex County Council	B1024 Coggeshall Road	Section E, Sheet 2
Essex County Council	Pantlings Lane	Section E, Sheet 2
Essex County Council	Parkgate Road	Section E, Sheet 3
Essex County Council	Hollow Road	Section E, Sheet 3
Essex County Council	Church Road, Rivenhall	Section E, Sheet 4
Essex County Council	Park Road, Rivenhall	Section E, Sheet 4
Essex County Council	B1018 Witham Road	Section E, Sheet 5
Essex County Council	B1018 Cressing Road	Section E, Sheet 5
Essex County Council	Church Hill, Faulkbourne	Section E, Sheet 5
Essex County Council	The Street, Faulkbourne	Section E, Sheet 5
Essex County Council	Fairstead Road	Section E, Sheet 6
Essex County Council	Fairstead Lodge Road	Section E, Sheet 7
Essex County Council	Fuller Street, Great Leighs	Section E, Sheet 7
Essex County Council	Boreham Road	Section F, Sheet 1
Essex County Council	Paulk Hall Lane	Section F, Sheet 1
Essex County Council	Goodmans Lane	Section F, Sheet 2
Essex County Council	A131 Braintree Road	Section F, Sheet 3
Essex County Council	B1008 Essex Regiment Way	Section F, Sheet 3
Essex County Council	Chatham Hall Lane	Section F, Sheet 3
Essex County Council	Chelmsford Road	Section F, Sheet 4
Essex County Council	Lark's Lane	Section F, Sheet 4

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(1) *Authority*	*(2)* *Street subject to street works*	*(3)* *Access, rights of way and public rights of navigation plans reference*
Essex County Council	Chignal Road	Section F, Sheet 5
Essex County Council	Mashbury Road	Section F, Sheet 6
Essex County Council	A1060 Roxwell Road	Section F, Sheet 7
Essex County Council	Vicarage Road	Section F, Sheet 7
Essex County Council	A1060 Bishops Stortford Road	Section F, Sheet 7
Essex County Council	Cow Watering Lane	Section F, Sheet 8
Essex County Council	Newney Green	Section F, Sheet 8
Essex County Council	A414 Ongar Road West	Section F, Sheet 8
Essex County Council	The Causeway	Section F, Sheet 8
Essex County Council	Highwood Road	Section F, Sheet 9
Essex County Council	Margaretting Road	Section F, Sheet 9
Essex County Council	Nathan's Lane	Section F, Sheet 9
Essex County Council	Writtle Road	Section F, Sheet 10
Essex County Council	Ivy Barn Lane	Section F, Sheet 10
Essex County Council	Handley Green Lane	Section F, Sheet 10
Essex County Council	B1002 Main Road	Section G, Sheet 1
Essex County Council / National Highways	A12	Section G, Sheet 1
Essex County Council	Church Lane, Margaretting, Ingatestone	Section G, Sheet 1
Essex County Council	Ingatestone Road	Section G, Sheet 2
Essex County Council	Mountnessing Road	Section G, Sheet 2
Essex County Council	Old Church Lane, Mountnessing	Section G, Sheet 2
Essex County Council	A129 Rayleigh Road	Section G, Sheet 3
Essex County Council	Sudburys Farm Road	Section G, Sheet 5
Essex County Council	Botney Hill Road	Section G, Sheet 5
Essex County Council	Dunton Road	Section G, Sheet 5
Essex County Council	Dunton Road, Basildon	Section G, Sheet 6
Essex County Council	Brentwood Road, Basildon	Section G, Sheet 6
Essex County Council	Lower Dunton Road, Dunton, Basildon	Section G, Sheet 6
Essex County Council	Main Drive, Dunton, Basildon	Section G, Sheet 6
Thurrock Council	Doesgate Lane	Section H, Sheet 1
Thurrock Council	A128 Brentwood Road	Section H, Sheet 2
Thurrock Council	Orsett Road	Section H, Sheet 3
Thurrock Council / National Highways	A13 Stanford Le Hope Bypass	Section H, Sheet 4
Thurrock Council	A1013 Stanford Road	Section H, Sheet 4
Thurrock Council	Buckingham Hill Road	Section H, Sheet 4
Thurrock Council	Hoford Road	Section H, Sheet 4
Thurrock Council	Muckingford Road	Section H, Sheet 5
Thurrock Council	Brentwood Road	Section H, Sheet 6
Thurrock Council	Hornsby Lane	Section H, Sheet 6
Thurrock Council	High House Lane	Section H, Sheet 6
Thurrock Council	Heath Road	Section H, Sheet 7

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SCHEDULE 6

Article 14

STREETS SUBJECT TO ALTERATION OF LAYOUT

PART 1

STREETS SUBJECT TO PERMANENT ALTERATION OF LAYOUT

National Highways

(1) *Street subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
A12 Ipswich Road at junction with B1070 Hadleigh Road	Provision of junction and carriageway widening between CW-C-001 and CW-C-002 (as shown on Section C, Sheet 8). Works comprising site clearance, construction of new road surface, white lining, kerbing, a suitable drainage system and removal of brick built bus shelter as required.
A120 Ipswich Road	Provision of junction widening between CW-C-006 and CW-C-007 (as shown on Section C, Sheet 16). Works comprising site clearance, relocation of existing footway, construction of new road surface, white lining, kerbing and a suitable drainage system as required.

Suffolk County Council

(1) *Street subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Bullen Lane	At access point AP-B-003 (as shown on Section B, Sheet 21), permanent carriageway widening, will be provided. Works to include installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Bullen Lane	Provision of carriageway widening, junction widening and passing places between CW-B-007 and CW-B-008 (as shown on Section B, Sheet 21). Works comprising site clearance, construction of new road surface, white lining, kerbing and a suitable drainage system as required.
Bottle Bridge Road	At access point JC-B013 (as shown on Section C, Sheet 6), a permanent bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

Essex County Council

(1) *Street subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Little Bromley Road	At access point JC-B070 (as shown on Section C, Sheet 14), a permanent bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Ardleigh Road	Provision of carriageway widening between CW-C-003 as shown on Section C, Sheets 14), and CW-C-004 (as shown on Section C, Sheet 15). Works comprising site clearance, construction of new road surface, white lining, kerbing and a suitable drainage system as required.
Ardleigh Road	At access point JC-B071 (as shown on Section C, Sheet 15), a permanent bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, fencing/gates, a suitable drainage system and utility works as required.
Ardleigh Road	Provision of new permanent private access road between CW-C-004 and CW-C-005 (as shown on Section C, Sheet 15). Works comprising site clearance, construction of new road surface, white lining, kerbing, fencing/gates, a suitable drainage system and utility works as required.
Bentley Road	At access point JC-B072 (as shown on Section C, Sheet 16), a permanent bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, fencing/gates, a suitable drainage system and utility works as required.
Bentley Road	Provision of carriageway widening and passing places between CW-C-005 and CW-C-006 (as shown on Section C, Sheet 16). Works comprising site clearance, construction of new road surface, construction of new footway, white lining, kerbing, fencing, landscaping and a suitable drainage system as required.
Boxted Road / Broad Lane	At access point TB-B021 (as shown on Section D, Sheet 2), a permanent bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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(1) *Street subject to alteration of layout*	(2) *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Crabtree Lane	At access points TB-B035 (as shown on Section D, Sheet 4), a permanent bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, fencing/gates, a suitable drainage system and utility works as required.
Fairstead Road	At access points TB-B079 (as shown on Section E, Sheet 6), a permanent bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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Thurrock Council

(1) *Street subject to alteration of layout*	(2) *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Hoford Road	Provision of carriageway widening between CW-H-001 and CW-H-002 (as shown on Section H, Sheets 4 and 5). Works comprising site clearance, construction of new road surface, white lining, kerbing and a suitable drainage system as required.
Brentwood Road	At access points TN-B007A (as shown on Section H, Sheet 6), a permanent bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
New Lower Thames Crossing road off Brentwood Road	With LTC: At access points TN-B007B1 and TN-B007B2 (as shown on Section H, Sheet 6), a permanent bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
High House Lane	At access points TN-B011 (as shown on Section H, Sheet 5), a permanent bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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Buckingham Hill Road	At access points TN-B014 (as shown on Section H, Sheet 4), a permanent bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

PART 2

STREETS SUBJECT TO TEMPORARY ALTERATION OF LAYOUT

Norfolk County Council

(1) *Street subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Mangreen / Mangreen Hall Lane	At access point RG-B001 (as shown on Section A, Sheet 1), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Church Road, Swainsthorpe	At access point RG-B002 and RG-B003 (as shown on Section A, Sheet 1), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Brick Kiln Lane	At access point RG-B004 and RG-B005 (as shown on Section A, Sheet 2), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Long Lane	At access point RG-B006 and RG-B007 (as shown on Section A, Sheet 3), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Flordon Road	At access point RG-B008 and RG-B009 (as shown on Section A, Sheet 4), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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(1) *Street subject to alteration of layout*	(2) *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Wymondham Road	At access point RG-B010 and RG-B011 and AP-A-001 (as shown on Section A, Sheet 4), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Wymondham Road	Provision of carriageway widening, junction widening and passing places between CW-A-001 and CW-A-002 (as shown on Section A, Sheet 4). Works comprising site clearance, construction of new road surface, white lining, kerbing and a suitable drainage system as required.
Hapton Road	At access point RG-B012 and RG-B013 (as shown on Section A, Sheet 5), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Hurn Lane	At access point RG-B014 and RG-B015 (as shown on Section A, Sheet 5), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Cheney's Lane	At access point RG-B016 and RG-B017 (as shown on Section A, Sheet 6), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Northfield Road	At access point RG-B018 and RG-B019 (as shown on Section A, Sheet 6), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Long Stratton Road	At access point RG-B020 and RG-B021 (as shown on Section A, Sheet 6), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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(1) *Street subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Link Road	At access point RG-B022 and RG-B023 (as shown on Section A, Sheet 6), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Tabernacle Lane	At access point RG-B024 and RG-B025 (as shown on Section A, Sheet 6), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Tabernacle Lane	At access point RG-B026 and RG-B027 (as shown on Section A, Sheet 6), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Low Common	At access point RG-B030 and RG-B031 (as shown on Section A, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Mill Road	At access point RG-B034 and RG-B035 (as shown on Section A, Sheet 8), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Black Barn Road	At access point RG-B036 and RG-B037 (as shown on Section A, Sheet 8), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
B1134 Long Row	At access point RG-B038 and RG-B039 (as shown on Section A, Sheet 9), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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(1) *Street subject to alteration of layout*	(2) *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Heywood Road, Winfarthing	At access point RG-B042 and RG-B043 (as shown on Section A, Sheet 10), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Heywood Road, Shelfanger	At access point RG-B044 and RG-B045 (as shown on Section A, Sheet 11), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
B1077 Shelfanger Road	At access point RG-B046 and RG-B047 (as shown on Section A, Sheet 11), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Darrow Lane	At access point RG-B048 and RG-B049 (as shown on Section A, Sheet 13), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Bressingham Road	At access point RG-B050 and RG-B051 (as shown on Section A, Sheet 13), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
A1066 High Road	At access point RG-B052 and RG-B053 (as shown on Section A, Sheet 13), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Fen Lane	At access point RG-B054 and RG-B055 (as shown on Section A, Sheet 13), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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(1) *Street subject to alteration of layout*	(2) *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
The Doit / Doit Lane	At access point RG-B056 and RG-B057 (as shown on Section A, Sheet 13), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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Suffolk County Council

(1) *Street subject to alteration of layout*	(2) *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Ling Road	At access points RG-B058 and RG-B059 (as shown on Section B, Sheet 1), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Millway Lane	At access points RG-B060 and RG-B061 (as shown on Section B, Sheet 1), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Lion Road	At access points RG-B062 and RG-B063 (as shown on Section B, Sheet 1), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Old Bury Road	At access point RG-B064 (as shown on Section B, Sheet 1), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
A143 Old Bury Road	At access point RG-B065 (as shown on Section B, Sheet 1), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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(1) *Street subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
A143 Old Bury Road	At access point RG-UKPN-B001 and RG-UKPN-B002 (as shown on Section B, Sheet 2), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Dams Lane	At access points RG-B066 and RG-B067 (as shown on Section B, Sheet 1), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Ash Road	At access points RG-B068 and RG-B069 (as shown on Section B, Sheet 3), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Burgate Road / Road U5420 from C571 to U5421	At access points RG-B070 and RG-B071 (as shown on Section B, Sheet 5), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Burgate Road / Road U5420 from C571 to U5421	At access points RG-B072 and RG-B073 (as shown on Section B, Sheet 5), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Mellis Road	At access points RG-B074 and RG-B075 (as shown on Section B, Sheet 5), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Thornham Road / Major Lane	At access points RG-B076 and RG-B077 (as shown on Section B, Sheet 6), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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(1) *Street subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Thornham Road / Major Lane	At access point RG-B078 (as shown on Section B, Sheet 6), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Thornham Road / Major Lane	Provision of carriageway widening between CW-B-003 and CW-B-004 (as shown on Section B, Sheet 6). Works comprising site clearance, construction of new road surface, white lining, kerbing and a suitable drainage system as required.
Eastlands Lane	At access point RG-B079 and AP-B-002 (as shown on Section B, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Eastlands Lane	Provision of carriageway widening and passing place between CW-B-005 and CW-B-006 (as shown on Section B, Sheet 7). Works comprising site clearance, construction of new road surface, white lining, kerbing and a suitable drainage system as required.
Wickham Road	At access point RG-B080 (as shown on Section B, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Wickham Lane	At access points RG-B081 and RG-B082 (as shown on Section B, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Cotton Road	At access points RG-B083 and RG-B084 (as shown on Section B, Sheet 8), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Access Road from Hoggars Lane to Eldens Lane Farm	At access points RG-B085 and RG-B086 (as shown on Section B, Sheet 8), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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(1) *Street subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Stonham Road	At access points RG-B087 and RG-B088 (as shown on Section B, Sheet 9), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Road U5219 to U5235, between Hoggars Road/Mendlesham Green and Stowupland Road	At access points RG-B089 and RG-B090 (as shown on Section B, Sheet 9), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Debenham Lane, Stowupland (Off Saxham Street)	At access points RG-B091 and RG-B092 (as shown on Section B, Sheet 10), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
A1120 Bell's Lane	At access points RG-B093 and RG-B094 (as shown on Section B, Sheet 11), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Mill Lane	At access points RG-B095 and RG-B096 (as shown on Section B, Sheet 12), a temporary bellmouth will be provided Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
B1113 Stowmarket Road	At access points RG-B097 and RG-B098 (as shown on Section B, Sheet 12), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Badley bridleway 013	At access points RG-B099 and RG-B100 (as shown on Section B, Sheet 13), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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(1) *Street subject to alteration of layout*	(2) *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Hascot Hill	At access points RG-B101 and RG-B102 (as shown on Section B, Sheet 14), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
B1078 Ringshall Road	At access points RG-B103 and RG-B104 (as shown on Section B, Sheet 16), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Holly Road	At access points RG-B105 and RG-B106 (as shown on Section B, Sheet 16), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Holly Road	At access points RG-UKPN-B003 & RG-UKPN-B004 (as shown on Section B, Sheet 16), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Bildeston Road	At access points RG-B107 and RG-B108 (as shown on Section B, Sheet 17), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Hadleigh Road	At access points RG-B109 and RG-B110 (as shown on Section B, Sheet 18), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Hadleigh Road	At access points RG-UKPN-B005 & RG-UKPN-B006 (as shown on Section B, Sheet 18), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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(1) *Street subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Blood Hill	At access points RG-B111 and RG-B112 (as shown on Section B, Sheet 18), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Blood Hill	At access points RG-UKPN-B007 & RG-UKPN-B008 (as shown on Section B, Sheet 18), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Flowton Road	At access points RG-B113 and RG-B114 (as shown on Section B, Sheet 19), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Tye Lane	At access points RG-B115 and RG-B116 (as shown on Section B, Sheet 19), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Bullen Lane	At access point JC-B001 (as shown on Section B, Sheet 20), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
B1113 Finningham Road	At access points AP-B-001 (as shown on Section B, Sheet 21), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
B1113 Finningham Road	Provision of carriageway widening and passing places between CW-B-001 and CW-B-002 (as shown on Section B, Sheet 21). Works comprising site clearance, construction of new road surface, white lining, kerbing and a suitable drainage system as required.

(1) *Street subject to alteration of layout*	(2) *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Burstall Lane	At access points JC-B002, JC-B003 (as shown on Section C, Sheet 1), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Burstall Lane	At access points JC-UKPN-B001 and JC-UKPN-B002 (as shown on Section C, Sheet 2), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
A1071 Hadleigh Road, Sproughton	At access points JC-B004 and JC-B005 (as shown on Section C, Sheet 1), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
A1071 Hadleigh Road, Sproughton	At access points JC-UKPN-B003 and JC-UKPN-B004 (as shown on Section C, Sheet 2), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
A1071 Thorpe's Hill, Hintlesham	At access point JC-B006 (as shown on Section C, Sheet 1), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Washbrook Road	At access points JC-B007 and JC-B008 (as shown on Section C, Sheet 1), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Chattisham Road	At access points JC-B009 and JC-B010 (as shown on Section C, Sheet 4), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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(1) *Street subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Folly Road	At access points JC-B011 and JC-B012 (as shown on Section C, Sheet 5), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Private road	At access points JC-B013A and JC-B013B (as shown on Section C, Sheet 6), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Raydon Road	At access points JC-B013C and JC-B013D (as shown on Section C, Sheet 6), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Private road	At access points JC-B013E and JC-B013F (as shown on Section C, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Acacia Road	At access points JC-B014 and JC-B015 (as shown on Section C, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
B1070 (Road southeast from B1070)	At access points JC-B016 and JC-B017 (as shown on Section C, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Bacons Green	At access points JC-B018 and JC-B019 (as shown on Section C, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

(1) *Street subject to alteration of layout*	(2) *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Sandpits Lane	At access points JC-B020 and JC-B021 (as shown on Section C, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
B1068 Holtonwood Road	At access points JC-B023 and JC-B024 (as shown on Section C, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
B1070 Hadleigh Road	At access point JC-B022 and AP-C-001 (as shown on Section C, Sheet 8), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Green Lane, Babergh	At access points JC-B025 and JC-B026 (as shown on Section C, Sheet 9), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Higham Road	At access points JC-B027 and JC-B028 (as shown on Section C, Sheet 9), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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(1) *Street subject to alteration of layout*	(2) *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Track off Water Lane	At access points JC-B029 and JC-B030 (as shown on Section C, Sheet 9), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

(1) *Street subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Track off Water Lane	At access points JC-B031 and JC-B032 (as shown on Section C, Sheet 9), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Water Lane	At access points JC-B033 and JC-B034 (as shown on Section C, Sheet 10), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Low Lift Cottage Road	At access points JC-B035 and JC-B036 (as shown on Section C, Sheet 10), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Docuras Farm Road	At access points JC-B037 and JC-B038 (as shown on Section C, Sheet 10), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Ipswich Road	At access point JC-B039 (as shown on Section C, Sheet 11), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Private track off Dedham Road	At access points JC-B040 and JC-B041 (as shown on Section C, Sheet 11), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Private track off Dedham Road	At access points JC-B042 and JC-B043 (as shown on Section C, Sheet 10), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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(1) *Street subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Rectory Road	At access points JC-B044 and JC-B045 (as shown on Section C, Sheet 10), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Dedham Road	At access points JC-B046 and JC-B047 (as shown on Section C, Sheet 10), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Rectory Road	At access points JC-B048 and JC-B049 (as shown on Section C, Sheet 10), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Track Off Nightingale Hill/Grove Hill	At access points JC-B050 and JC-B051 (as shown on Section C, Sheet 10), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Perry Lane	At access point JC-B052 (as shown on Section C, Sheet 11), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Birchwood Road	At access point JC-B053 (as shown on Section C, Sheet 12), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Birchwood Road	At access points JC-B054 and JC-B055 (as shown on Section C, Sheet 12), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

(1) *Street subject to alteration of layout*	(2) *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
B1029 Dedham Road	At access point JC-B056 and JC-B057 (as shown on Section C, Sheet 12), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Rookery Chase	At access points JC-B058 and JC-B059 (as shown on Section C, Sheet 13), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Rookery Chase	At access points JC-B060 and JC-B061 (as shown on Section C, Sheet 13), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
A137 Harwich Road	At access points JC-B062 and JC-B063 (as shown on Section C, Sheet 13), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Home Farm Lane	At access points JC-B064 and JC-B065 (as shown on Section C, Sheet 13), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Little Bromley Road	At access points JC-B066 and JC-B067 (as shown on Section C, Sheet 14), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Hungerdown Lane	At access points JC-B068 and JC-B069 (as shown on Section C, Sheet 14), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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(1) *Street subject to alteration of layout*	(2) *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Morrow Lane, Ardleigh	At access points TB-B001 and TB-B002 (as shown on Section C, Sheet 13), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Little Bromley Road, Ardleigh	At access points TB-B003 and TB-B004 (as shown on Section C, Sheet 13), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Rookery Chase	At access points TB-B005 and TB-B006 (as shown on Section C, Sheet 13), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Ardleigh Road	Provision of footway/cycleway between CW-C-008 and CW-C-009 (as shown on Section C, Sheet 14). Works comprising site clearance, construction of new footway, white lining, kerbing and a suitable drainage system as required.
Bentley Road	Provision of footway/cycleway between CW-C-010 and CW-C-011 (as shown on Section C, Sheet 16). Works comprising site clearance, construction of new footway, white lining, kerbing and a suitable drainage system as required.
Bentley Road	At access point AP-C-002 (as shown on Section C, Sheet 16), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
B1029 Dedham Road	At access points TB-B007 and TB-B008 (as shown on Section C, Sheet 12), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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(1) *Street subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Dead Lane	At access points TB-B009 and TB-B010 (as shown on Section C, Sheet 17), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Wick Lane	At access points TB-B011 and TB-B012 (as shown on Section C, Sheet 17), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Old Ipswich Road	At access point FTG-B001 (as shown on Section C, Sheet 18), a temporary bellmouth will be provided Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Turnpike Close	At access point TB-B016 (as shown on Section D, Sheet 1), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Langham Lane	At access points TB-B017 and TB-B018 (as shown on Section D, Sheet 1), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Straight Road	At access points TB-B019 and TB-B020 (as shown on Section D, Sheet 2), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
A134 The Causeway	At access points TB-B022 and TB-B023 (as shown on Section D, Sheet 3), a temporary bellmouth and access will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Private road / PRoW off School Lane	At access points TB-B024 and TB-B025 (as shown on Section D, Sheet 3), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a

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(1) *Street subject to alteration of layout*	(2) *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
	suitable drainage system and utility works as required.
School Lane	At access points TB-B026, TB-B027, TB-B028, and TB-B029 (as shown on Section D, Sheet 3), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
London Road	At access points TB-B030 and TB-B031 (as shown on Section D, Sheet 3), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Vinesse Road	At access points TB-B032 and TB-B033 (as shown on Section D, Sheet 4), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Crabtree Lane	At access point TB-B034 (as shown on Section D, Sheet 4), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
B1508 Bures Road	At access points TB-B036 and TB-B037 (as shown on Section D, Sheet 4), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Fordham Road	At access points TB-B038 and TB-B039 (as shown on Section D, Sheet 4), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Fossetts Lane	At access points TB-B040, TB-B041, TB-B042, and TB-B043 (as shown on Section D, Sheet 5), temporary bellmouths will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Mill Road	At access points TB-B044 and TB-B045 (as shown on Section D, Sheet 6), a temporary

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(1) *Street subject to alteration of layout*	(2) *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
	bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Fiddler's Hill	At access point TB-B046 (as shown on Section D, Sheet 6), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
A1124 Ford Street Hill	At access points TB-B047 and TB-B048 (as shown on Section D, Sheet 6), a temporary bellmouth / access will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Green Lane, Aldham	At access points TB-B049 and TB-B050 (as shown on Section D, Sheet 6), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Brook Road, Great Tey	At access points TB-B051 and TB-B052 (as shown on Section D, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Great Tey Road	At access points TB-B053 and TB-B054 (as shown on Section D, Sheet 8), a temporary bellmouth/ access will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Private track / PRoW off East Gores Road / Salmon's Lane	At access points TB-B055 and TB-B056 (as shown on Section D, Sheet 9), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Salmon's Lane	At access points TB-B057 and TB-B058 (as shown on Section D, Sheet 9), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as

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	required.
A120 Colchester Road	At access point TB-B059 (as shown on Section E, Sheet 1), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Old Road	At access points TB-B060 and TB-B061 (as shown on Section E, Sheet 1), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Skye Green Road	At access points TB-B062 and TB-B063 (as shown on Section E, Sheet 2), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Coggeshall Road	At access points TB-B064 and TB-B065 (as shown on Section E, Sheet 2), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Old Mill Lane	At access points TB-B066 and TB-B067 (as shown on Section E, Sheet 2), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
B1024 Coggeshall Road	At access points TB-B068 and TB-B069 (as shown on Section E, Sheet 2), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Parkgate Road	At access points TB-B070 and TB-B071 (as shown on Section E, Sheet 3), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Church Road, Rivenhall	At access points TB-B072 and TB-B073 (as shown on Section E, Sheet 4), a temporary bellmouth will be provided. Works comprising

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	vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
B1018 Cressing Road / B1018 Witham Road	At access point TB-B074 (as shown on Section E, Sheet 5), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
The Street, Faulkbourne	At access point TB-B075 (as shown on Section E, Sheet 5), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Church Hill / The Street, Faulkbourne	At access points TB-B076 and TB-B077 (as shown on Section E, Sheet 5), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Fairstead Road	At access point TB-B078 (as shown on Section E, Sheet 6), a temporary bellmouth, will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Fairstead Lodge Road	At access points TB-B080 and TB-B081 (as shown on Section E, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Fuller Street	At access points TB-B082 and TB-B083 (as shown on Section E, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Fuller Street	At access points TB-UKPN-B001 & TB-UKPN-B002 (as shown on Section E, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Boreham Road	At access points TB-B084 and TB-B085 (as shown on Section F, Sheet 1), a temporary

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	bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Paulk Hall Lane	At access points TB-B086 and TB-B087 (as shown on Section F, Sheet 2), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Goodmans Lane	At access points TB-B088 and TB-B089 (as shown on Section F, Sheet 2), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
A131 Braintree Road	At access point TB-B090 (as shown on Section F, Sheet 3), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
B1008 Essex Regiment Way	At access point TB-B091 (as shown on Section F, Sheet 3), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Chatham Hall Lane	At access point TB-B092 and TB-B093 (as shown on Section F, Sheet 3), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Chelmsford Road	At access point TB-B094 and TB-B095 (as shown on Section F, Sheet 4), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Lark's Lane	At access point TB-B096 and TB-B097 (as shown on Section F, Sheet 4), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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Chignal Road	At access points TB-B098 and TB-B099 (as shown on Section F, Sheet 5), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Mashbury Road	At access points TB-B100 and TB-B101 (as shown on Section F, Sheet 6), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Track off A1060 Roxwell Road	At access point TB-B102 (as shown on Section F, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
A1060 Bishops Stortford Road / A1060 Roxwell Road	At access point TB-B103 (as shown on Section F, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Vicarage Road	At access point TB-B104 (as shown on Section F, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
A1060 Bishops Stortford Road	At access point TB-B105 (as shown on Section F, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Newney Green	At access points ARU-B001 and ARU-B002 (as shown on Section F, Sheet 8), a temporary bellmouth crossing and access will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
A414 Ongar Road West, Writtle	At access points TB-B106 and TB-B107 (as shown on Section F, Sheet 8), a temporary bellmouth crossing and access will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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(1) *Street subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
The Causeway, Writtle	At access points TB-B108 and TB-B109 (as shown on Section F, Sheet 8), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Nathan's Lane	At access points TB-B110 and TB-B111 (as shown on Section F, Sheet 9), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Ivy Barn Lane	At access points TB-B112 and TB-B113 (as shown on Section F, Sheet 10), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Ivy Barn Lane	Provision of carriageway widening, junction widening and passing places between CW-F-001 and CW-F-002 (as shown on Section F, Sheet 10). Works comprising site clearance, construction of new road surface, white lining, kerbing and a suitable drainage system as required.
Handley Green Lane	At access point TB-B114 and TB-B115 (as shown on Section F, Sheet 10), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
B1002 Main Road	At access point TB-B116 (as shown on Section G, Sheet 1), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Church Lane, Margaretting, Ingatestone	At access point TB-B117 (as shown on Section G, Sheet 1), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Church Lane, Margaretting, Ingatestone	Provision of carriageway widening between CW-G-01 and CW-G-02 (as shown on Section G, Sheet 1). Works comprising site clearance, construction of new road surface, white lining, kerbing and a suitable drainage system as

(1) *Street subject to alteration of layout*	(2) *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
	required.
Ingatestone Road	At access points TB-B118 and TB-119 (as shown on Section G, Sheet 2, a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Mountnessing Road	At access points TB-120 and TB- 121 (as shown on Section G, Sheet 2), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Old Church Lane, Mountnessing	At access points TB-122 and TB- 123 (as shown on Section G, Sheet 2), a temporary bellmouth crossing and access will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
A129 Rayleigh Road	At access points TB- B124 and TB-125 (as shown on Section G, Sheet 3), a temporary bellmouth crossing and access will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Sudburys Farm Road	At access points TB- B126 and TB-127 (as shown on Section G, Sheet 5), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Botney Hill Road	At access points TB- B128 and TB-129 (as shown on Section G, Sheet 5), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Dunton Road	At access points TB-B130 and TB-B131 (as shown on Section G, Sheet 5), a temporary bellmouth crossing and accesses will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Brentwood Road	At access point TB-132 (as shown on Section G, Sheet 6), a temporary bellmouth will be

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(1) *Street subject to alteration of layout*	(2) *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
	provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Brentwood Road	Provision of carriageway widening, junction widening and passing places between CW-G-003 and CW-G-004 (as shown on Section G, Sheet 6). Works comprising site clearance, construction of new road surface, white lining, kerbing and a suitable drainage system as required.
Lower Dunton Road	At access point TB-B133 (as shown on Section G, Sheet 6), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Lower Dunton Road	At access points TB-B134, TB-UKPN-B003, TB-UKPN-B004, TB-UKPN-B007 & TB-UKPN-B008 (as shown on Section G, Sheet 6), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Main Drive	At access points TB-UKPN-B005 and TB-UKPN-B006 (as shown on Section G, Sheet 6), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

Thurrock Council

(1) *Street subject to alteration of layout*	(2) *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Doesgate Lane	At access points TB-B135 and TB-B136 (as shown on Section H, Sheet 1), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
A128 Brentwood Road	At access point TB-B137 (as shown on Section H, Sheet 2), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

(1) *Street subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Orsett Road	At access points TB-B138 and TB-B139 (as shown on Section H, Sheet 3), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.
Buckingham Hill Road	At access points TB-B140, TB-B141, and TB-B142 (as shown on Section H, Sheet 4), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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(1) *Street subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Heath Road	Without LTC: At access point TN-B004A (as shown on Section H, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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(1) *Street subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
New Lower Thames Crossing road near Heath Road	With LTC: At access point TN-B004B (as shown on Section H, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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(1) *Street subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Hornsby Lane	At access points TN-B005 and TN-B006 (as shown on Section H, Sheet 7), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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(1) *Street subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Brentwood Road	At access points TN-B008A and TN-B009A (as shown on Section H, Sheet 6), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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(1) *Street subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
New Lower Thames Crossing road near Brentwood Road	With LTC: At access points TN-B008B and TN-B009B (as shown on Section H, Sheet 6), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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(1) *Street subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
High House Lane	At access point TN-B010 (as shown on Section H, Sheet 6), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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(1) *Street subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Hoford Road	At access points TN-B012 and TN-B013 (as shown on Section H, Sheet 5), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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(1) *Street subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Hoford Road	Provision of a footway/cycleway between CW-H-001 and CW-H-002 (as shown on Section H, Sheets 4 and 5). Works comprising site clearance, construction of new footway, white lining, kerbing and a suitable drainage system as required.

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(1) *Street subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Muckingford Road	At access points TN-B015A and TN-B015B (as shown on Section H, Sheet 5), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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(1) *Street subject to alteration of layout*	*(2)* *Description of alteration of layout as shown on the access, rights of way and public rights of navigation plans*
Muckingford Road	At access points TN-B016A and TN-B016B (as shown on Section H, Sheet 5), a temporary bellmouth will be provided. Works comprising vegetation clearance, the installation of a new road surface, road markings, kerbing, a suitable drainage system and utility works as required.

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SCHEDULE 7

Article 15

STREETS OR PUBLIC RIGHTS OF WAY TO BE PERMANENTLY STOPPED UP

(1) *Area*	*(2)* *Street or public right of way to be permanently stopped up*	*(3)* *Extent of permanent stopping up as shown on the access, rights of way and public rights of navigation plans*	*(4)* *New street or public right of way to be substituted as shown on the access, rights of way and public rights of navigation plans*
Essex	Little Bromley 15	Between points E-FP-16.1 and E-FP-16.2 as shown on Section C, Sheet 14	No substitute or diversion to be provided. Public right of way truncated by widened highway)
Essex	Little Bromley 14	Between points E-FP-18.2 and E-FP-18.3 as shown on Section C, Sheet 15	Diversion route between points E-FP-18.2 and E-FP-18.3 via line E-FP-18-D1 as shown on Section C, Sheet 15
Essex	Little Bromley 7	Between points E-FP-20.2 and E-FP-20.3 as shown on Section C, Sheet 16	No substitute or diversion to be provided. Public right of way truncated by widened highway

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SCHEDULE 8

Article 16

STREETS OR PUBLIC RIGHTS OF WAY TO BE TEMPORARILY CLOSED

PART 1

STREETS TO BE TEMPORARILY CLOSED FOR WHICH A DIVERSION IS TO BE PROVIDED

(1) *Area*	*(2)* *Street or public right of way to be temporarily closed*	*(3)* *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*	*(4)* *Temporary diversion as shown on the access, rights of way and public rights of navigation plans*
Norfolk County Council	Mangreen Hall Lane	Between points SM-A-002 and SM-A-001 as shown on Section A, Sheet 1.	Diversion route via lines SMD-A-001, SMD-A-002, SMD-A-003, SMD-A-004 and SMD-A-005 as shown on Section A, Plan A.
Norfolk County Council	Hickling Lane	Between points SM-A-003 and SM-A-004 as shown on Section A, Sheet 1.	Diversion route via lines SMD-A-006, SMD-A-007, SMD-A-008 and SMD-A-009 as shown on Section A, Plan A.
Norfolk County Council	Church Road, Swainsthorpe	Between points SM-A-005 and SM-A-006 as shown on Section A, Sheet 1.	Diversion route via lines SMD-A-007, SMD-A-010, SMD-A-011, SMD-A-012 and SMD-A-013 as shown on Section A, Plan A.
Norfolk County Council	Brick Kiln Lane	Between points SM-A-007 and SM-A-008 as shown on Section A, Sheet 2.	Diversion route via lines SMD-A-011, SMD-A-010, SMD-A-007, SMD-A-008, SMD-A-013 and SMD-A-012 as shown on Section A, Plan A.
Norfolk County Council	Long Lane	Between points SM-A-009 and SM-A-010 as shown on Section A, Sheet 3.	Diversion route via lines SMD-A-014, SMD-A-015, SMD-A-016, SMD-A-017, SMD-A-018 and SMD-A-019 as shown on Section A, Plan B.

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(1) *Area*	(2) *Street or public right of way to be temporarily closed*	(3) *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*	(4) *Temporary diversion as shown on the access, rights of way and public rights of navigation plans*
Norfolk County Council	Flordon Road	Between points SM-A-011 and SM-A-012 as shown on Section A, Sheet 4.	Diversion route via lines SMD-A-020 and SMD-A-021 as shown on Section A, Plan B.
Norfolk County Council	B1113 Norwich Road	Between points SM-A-012 and SM-A-013 as shown on Section A, Sheet 4.	Diversion route via lines SMD-A-015 and SMD-A-020 as shown on Section A, Plan B.
Norfolk County Council	Wymondham Road	Between points SM-A-011 and SM-A-013 as shown on Section A, Sheet 4.	Diversion route via lines SMD-A-015 and SMD-A-021 as shown on Section A, Plan B.
Norfolk County Council	Marsh Lane	Between points SM-A-014 and SM-A-015 as shown on Section A, Sheet 4.	Diversion route via lines SMD-A-022, SMD-A-023, SMD-A-024 and SMD-A-025 as shown on Section A, Plan B.
Norfolk County Council	Hapton Road/Fundenhall Road	Between points SM-A-016 and SM-A-017 as shown on Section A, Sheet 5.	Diversion route via lines SMD-A-024, SMD-A-025, SMD-A-026 and SMD-A-022 as shown on Section A, Plan B.
Norfolk County Council	Hurn Lane / Stickfer Lane	Between points SM-A-018 and SM-A-019 as shown on Section A, Plans B and C.	Diversion route via lines SMD-A-027, SMD-A-028, SMD-A-029 and SMD-A-030 as shown on Section A, Plans B and C.
Norfolk County Council	Cheney's Lane	Between points SM-A-020 and SM-A-021 as shown on Section A, Sheet 6.	Diversion route via lines SMD-A-031, SMD-A-032, SMD-A-033 and SMD-A-035 as shown on Section A, Plan C.
Norfolk County Council	Northfield Road	Between points SM-A-022 and SM-A-023 as shown on Section A, Sheet 6.	Diversion route via lines SMD-A-036, SMD-A-037 and SMD-A-038 as shown on Section A, Plan C.
Norfolk County Council	Long Stratton Road	Between points SM-A-026 and SM-A-027 as shown on Section A, Sheet 6.	Diversion route via lines SMD-A-038, SMD-A-032 and SMD-A-036 as

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(1) *Area*	*(2)* *Street or public right of way to be temporarily closed*	*(3)* *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*	*(4)* *Temporary diversion as shown on the access, rights of way and public rights of navigation plans*
			shown on Section A, Plan C.
Norfolk County Council	Link Road	Between points SM-A-025 and SM-A-026 as shown on Section A, Plan C.	Diversion route via lines SMD-A-037, SMD-A-039 SMD-A-040 and SMD-A-034 as shown on Section A, Plan C.
Norfolk County Council	Tabernacle Lane	Between points SM-A-024 and SM-A-028 as shown on Section A, Sheet 6.	Diversion route via lines SMD-A-033, SMD-A-032, SMD-A-036, SMD-A-039 and SMD-A-040 as shown on Section A, Plan C.
Norfolk County Council	Low Common	Between points SM-A-029 and SM-A-030 as shown on Section A, Sheet 7.	Diversion route via lines SMD-A-042, SMD-A-043, SMD-A-046, SMD-A-048, SMD-A-047, SMD-A-044, SMD-A-045 as shown on Section A, Plan C.
Norfolk County Council	Mill Road	Between points SM-A-031 and SM-A-032 as shown on Section A, Sheet 8.	Diversion route via lines SMD-A-048, SMD-A-050 and SMD-A-049 as shown on Section A, Plan C.
Norfolk County Council	Black Barn Road	Between points SM-A-033 and SM-A-034 as shown on Section A, Sheet 8.	Diversion route via lines SMD-A-051, SMD-A-052 and SMD-A-053 as shown on Section A, Plan D.
Norfolk County Council	B1134 Long Row	Between points SM-A-035 and SM-A-036 as shown on Section A, Plan D.	Diversion route via lines SMD-A-053, SMD-A-050 and SMD-A-051 as shown on Section A, Plan D.
Norfolk County Council	Heywood Road, Winfarthing	Between points SM-A-037 and SM-A-038 as shown on Section A, Sheet 10.	Diversion route via lines SMD-A-054, SMD-A-055, SMD-A-056 and SMD-A-057 as shown on Section A, Plan D.
Norfolk County Council	Heywood Road, Shelfanger	Between points SM-A-039 and SM-A-040 as shown on Section	Diversion route via lines SMD-A-056, SMD-A-057, SMD-

(1) *Area*	(2) *Street or public right of way to be temporarily closed*	(3) *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*	(4) *Temporary diversion as shown on the access, rights of way and public rights of navigation plans*
		A, Sheet 11.	A-058 and SMD-A-054 as shown on Section A, Plan D.
Norfolk County Council	B1077 Shelfanger Road	Between points SM-A-041 and SM-A-042 as shown on Section A, Sheet 12.	Diversion route via lines SMD-A-060, SMD-A-059, SMD-A-055, SMD-A-056 and SMD-A-061 as shown on Section A, Plans D and E.
Norfolk County Council	Darrow Lane	Between points SM-A-043 and SM-A-044 as shown on Section A, Sheet 13.	Diversion route via lines SMD-A-062, SMD-A-063, SMD-A-064, SMD-A-065 and SMD-A-066 as shown on Section A, Plan E.
Norfolk County Council	Bressingham Road	Between points SM-A-045 and SM-A-046 as shown on Section A, Sheet 13.	Diversion route via lines SMD-A-064, SMD-A-065, SMD-A-066, SMD-A-067 and SMD-A-062 on as shown on Section A, Plan E.
Norfolk County Council	A1066 High Road	Between points SM-A-047 and SM-A-048 as shown on Section A, Plan E.	Diversion route via lines SMD-A-069, SMD-A-070, SMD-A-071, SMD-A-063 and SMD-A-068 as shown on Section A, Plan E.
Norfolk County Council	The Doit / Doit Lane	Between points SM-A-049 and SM-A-052 as shown on Section A, Sheet 13.	Diversion route via lines SMD-A-072, SMD-A-073, SMD-A-074 and SMD-A-075 as shown on Section A, Plan E.
Suffolk County Council	Ling Road	Between points SM-A-053 and SM-A-054 as shown on Section A, Plan E.	Diversion route via lines SMD-A-075, SMD-A-076, SMD-A-072, SMD-A-073 and SMD-A-074 as shown on Section A, Plan E.
Suffolk County Council	Millway Lane	Between points SM-B-001 and SM-B-002 as shown on Section B, Plan A.	Diversion route via lines SMD-B-003 and SMD-B-006, SMD-B-004 and SMD-B-002 as shown on Section B, Plan A.

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(1) *Area*	(2) *Street or public right of way to be temporarily closed*	(3) *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*	(4) *Temporary diversion as shown on the access, rights of way and public rights of navigation plans*
Suffolk County Council	Lion Road	Between points SM-B-003 and SM-B-004 as shown on Section B, Sheet 1.	Diversion route via lines SMD-B-002, SMD-B-001, SMD-B-003, SMD-B-006 and SMD-B-004 as shown on Section B, Plan A.
Suffolk County Council	A143 Old Bury Road	Between points SM-B-005 and SM-B-006 as shown on Section B, Sheet 1.	Diversion route via lines SMD-B-007, SMD-B-008, SMD-B-012, SMD-B-020, SMD-B-019, SMD-B-018, SMD-B-015, SMD-B-009 and SMD-B-006 as shown on Section B, Plans A and B.
Suffolk County Council	Ash Road	Between points SM-B-009 and SM-B-010 as shown on Section B, Sheet 3.	Diversion route via lines SMD-B-009, SMD-B-006, SMD-B-005, SMD-B-007, SMD-B-008, SMD-B-012, SMD-B-020, SMD-B-019 and SMD-B-018 as shown on Section B, Plans A and B.
Suffolk County Council	Burgate Road / Road U5420 from C571 to U5421	Between points SM-B-015 and SM-B-016 as shown on Section B, Sheet 5.	Diversion route via lines SMD-B-025, SMD-B-024, SMD-B-021, SMD-B-014, SMD-B-010, SMD-B-016 and SMD-B-017 as shown on Section B, Plans B and C.
Suffolk County Council	Wickham Road	Between points SM-B-021 and SM-B-023 as shown on Section B, Plan E.	Diversion route via lines SMD-B-030, SMD-B-032, SMD-B-031 and SMD-B-029 as shown on Section B, Plan E.
Suffolk County Council	Wickham Lane	Between points SM-B-024 and SM-B-025 as shown on Section B, Plan E.	Diversion route via lines SMD-B-029, SMD-B-027, SMD-B-028, SMD-B-030, SMD-B-032 and SMD-B-031 as shown on Section B, Plan E.
Suffolk County	Cotton Road	Between points SM-	Diversion route via

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(1) *Area*	(2) *Street or public right of way to be temporarily closed*	(3) *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*	(4) *Temporary diversion as shown on the access, rights of way and public rights of navigation plans*
Council		B-026 and SM-B-027 as shown on Section B, Sheet 8.	lines SMD-B-034, SMD-B-033, SMD-B-038, SMD-B-040, SMD-B-041, SMD-B-039, SMD-B-037 and SMD-B-036 and SMD-B-035 as shown on Section B, Plans E and F.
Suffolk County Council	Stonham Road	Between points SM-B-030 and SM-B-031 as shown on Section B, Sheet 9.	Diversion route via lines SMD-B-041, SMD-B-039, SMD-B-037, SMD-B-036, SMD-B-035, SMD-B-034, SMD-B-033 and SMD-B-038 as shown on Section B, Plans E and F.
Suffolk County Council	Road U5219 to U5235, between Hoggars Road/Mendlesham Green and Stowupland Road	Between points SM-B-032 and SM-B-033 as shown on Section B, Sheet 9.	Diversion route via lines SMD-B-045, SMD-B-047, SMD-B-048, SMD-B-046, SMD-B-044, and SMD-B-043 as shown on Section B, Plan F.
Suffolk County Council	Debenham Lane, Stowupland (Off Saxham Street)	Between points SM-B-034 and SM-B-035 as shown on Section B, Sheet 10.	Diversion route via lines SMD-B-046, SMD-B-044, SMD-B-043, SMD-B-042, SMD-B-045 and SMD-B-047 as shown on Section B, Plan F.
Suffolk County Council	A1120 Bell's Lane	Between points SM-B-036 and SM-B-037 as shown on Section B, Plan F.	Diversion route via lines SMD-B-052, SMD-B-050, SMD-B-048 and SMD-B-049 as shown on Section B, Plan F.
Suffolk County Council / National Highways	A14	Between points SM-B-038 and SM-B-043 as shown on Section B, Plans G and J.	Diversion route via lines SMD-B-055, SMD-B-053, SMD-B-054, SMD-B-056, SMD-B-057, SMD-B-059 and SMD-B-062 as shown on Section B, Plans G and J.
Suffolk County Council	Mill Lane	Between points SM-B-039 and SM-B-040 as shown on Section	Diversion route via lines SMD-B-059, SMD-B-062, SMD-

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(1) *Area*	(2) *Street or public right of way to be temporarily closed*	(3) *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*	(4) *Temporary diversion as shown on the access, rights of way and public rights of navigation plans*
		B, Sheet 12.	B-071, SMD-B-081, SMD-B-070, SMD-B-060, SMD-B-061, SMD-B-058, SMD-B-053, SMD-B-054 and SMD-B-056 as shown on Section B, Plans G and J.
Suffolk County Council	B1113 Stowmarket Road	Between points SM-B-041 and SM-B-042 as shown on Section B, Sheet 12.	Diversion route via lines SMD-B-060, SMD-B-070, SMD-B-081, SMD-B-071, SMD-B-062, SMD-B-059, SMD-B-057, SMD-B-056. SMD-B-054, SMD-B-053, SMD-B-055 and SMD-B-058 as shown on Section B, Plans G and J.
Suffolk County Council	Hascot Hill	Between points SM-B-044 and SM-B-045 as shown on Section B, Sheet 14.	Diversion route via lines SMD-B-067, SMD-B-068, SMD-B-072, SMD-B-073, SMD-B-069, SMD-B-066, SMD-B-063 and SMD-B-065 as shown on Section B, Plan H.
Suffolk County Council	Needham Road	Between points SM-B-046 and SM-B-047 as shown on Section B, Sheet 14.	Diversion route via lines SMD-B-064, SMD-B-070, SMD-B-086, SMD-B-087, SMD-B-084, SMD-B-076 and SMD-B-068 as shown on Section B, Plans G, H, I and J.
Suffolk County Council	B1078 Ringshall Road	Between points SM-B-048 and SM-B-049 as shown on Section B, Sheet 16.	Diversion route via lines SMD-B-073, SMD-B-069, SMD-B-066, SMD-B-063, SMD-B-065, SMD-B-067 and SMD-B-068 as shown on Section B, Plan H.
Suffolk County Council	Holly Road	Between points SM-B-050 and SM-B-051 as shown on Section B, Sheet 16.	Diversion route via lines SMD-B-074, SMD-B-075, SMD-B-078, SMD-B-079,

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(1) *Area*	(2) *Street or public right of way to be temporarily closed*	(3) *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*	(4) *Temporary diversion as shown on the access, rights of way and public rights of navigation plans*
			SMD-B-080 and SMD-B-082 as shown on Section B, Plan H.
Suffolk County Council	Bildeston Road	Between points SM-B-052 and SM-B-053 as shown on Section B, Sheet 17.	Diversion route via lines SMD-B-082, SMD-B-077, SMD-B-074, SMD-B-075, SMD-B-078, SMD-B-079 and SMD-B-080 as shown on Section B, Plan H.
Suffolk County Council	Hadleigh Road	Between points SM-B-054 and SM-B-055 as shown on Section B, Sheet 17.	Diversion route via lines SMD-B-090, SMD-B-095, SMD-B-097, SMD-B-096, SMD-B-092 and SMD-B-088 as shown on Section B, Plan I.
Suffolk County Council	Hadleigh Road	Between points SM-B-055 and SM-B-057 as shown on Section B, Sheet 17.	Diversion route via lines SMD-B-090, SMD-B-095, SMD-B-097, SMD-B-096, SMD-B-092 and SMD-B-088 as shown on Section B, Plan I.
Suffolk County Council	Blood Hill	Between points SM-B-054 and SM-B-058 as shown on Section B, Sheet 18.	Diversion route via lines SMD-B-089, SMD-B-084 and SMD-B-083 as shown on Section B, Plan I.
Suffolk County Council	Flowton Road	Between points SM-B-056 and SM-B-058 as shown on Section B, Sheet 18.	Diversion route via lines SMD-B-088, SMD-B-083 and SMD-B-084 as shown on Section B, Plan I.
Suffolk County Council	Tye Lane, Bramford	Between points SM-B-059 and SM-B-060 as shown on Section B, Sheet 19.	Diversion route via lines SMD-B-093, SMD-B-091, SMD-B-086, SMD-B-087, SMD-B-089, SMD-B-092 and SMD-B-094 as shown on Section B, Plan I.
Suffolk County Council	Finningham Road	Between points SM-B-013 and SM-B-014 as shown on Section B, Sheet 22.	Diversion route via lines SMD-B-021, SMD-B-026, SMD-B-023 and SMD-B-013 as shown on Section B, Plans C and D.

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Suffolk County Council	Burstall Lane	Between points SM-C-001 and SM-C-002 as shown on Section C, Sheets 1 and 2.	Diversion route via lines SMD-C-004, SMD-C-003 and SMD-C-002 as shown on Section C, Plan A.
Suffolk County Council	A1071 Hadleigh Road	Between points SM-C-003 and SM-C-004 as shown on Section C, Sheets 1.	Diversion route via lines SMD-C-002, SMD-C-001 and SMD-C-004 as shown on Section C, Plan A.
Suffolk County Council	Washbrook Road	Between points SM-C-007 and SM-C-008 as shown on Section C, Sheet 1.	Diversion route via lines SMD-C-006, SMD-C-010 and SMD-C-007 as shown on Section C, Plan A.
Suffolk County Council	Chattisham Road	Between points SM-C-009 and SM-C-010 as shown on Section C, Sheets 3 and 4.	Diversion route via lines SMD-C-006, SMD-C-005 and SMD-C-007 as shown on Section C, Plan A.
Suffolk County Council	Bottle Bridge Road / Wenham Road	Between points SM-C-011 and SM-C-013 as shown on Section C, Sheets 3, 4, 5 and 6.	Diversion route via lines SMD-C-012, SMD-C-010, SMD-C-008, SMD-C-009, SMD-C-011 and SMD-C-013 as shown on Section C, Plans A and B.
Suffolk County Council	Raydon Road	Between points SM-C-012 and SM-C-013 as shown on Section C, Sheet 6.	Diversion route via lines SMD-C-014, SMD-C-018, SMD-C-016 and SMD-C-015 as shown on Section C, Plan B.
Suffolk County Council	Acacia Road	Between points SM-C-014 and SM-C-015 as shown on Section C, Sheets 7 and 8.	Diversion route via lines SMD-C-015, SMD-C-013, SMD-C-014 and SMD-C-018 as shown on Section C, Plan B.
Suffolk County Council	B1070 “Road southeast from B1070”	Between points SM-C-015 and SM-C-017 as shown on Section C, Sheet 7.	Diversion route via lines SMD-C-018, SMD-C-017, SMD-C-020 and SMD-C-021 as shown on Section C, Plan B.
Suffolk County Council	Bacons Green	Between points SM-C-016 and SM-C-018 as shown on Section C, Sheet 7.	Diversion route via lines SMD-C-017, SMD-C-018, SMD-C-019 and SMD-C-

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			021 as shown on Section C, Plan B.
Suffolk County Council	Sandpits Lane	Between points SM-C-018 and SM-C-023 as shown on Section C, Sheets 7 and 9.	Diversion route via lines SMD-C-021, SMD-C-023, SMD-C-024, SMD-C-027 and SMD-C-026 as shown on Section C, Plans B and C.
Suffolk County Council / National Highways	A12 eastbound merge	Between points SM-C-020 and SM-C-021 as shown on Section C, Sheet 8.	Diversion route via lines SMD-C-023, SMD-C-021, SMD-C-022, SMD-C-026 and SMD-C-027, as shown on Section C, Plans B and C.
Suffolk County Council / National Highways	A12 eastbound diverge	Between points SM-C-020 and SM-C-022 as shown on Section C, Sheet 8.	Diversion route via lines SMD-C-026, SMD-C-022, SMD-C-021, SMD-C-023 and SMD-C-024 as shown on Section C, Plans B and C.
Suffolk County Council	B1068 Holtonwood Road	Between points SM-C-023 and SM-C-025 as shown on Section C, Sheets 7, 8 and 9.	Diversion route via lines SMD-C-022, SMD-C-021, SMD-C-023 and SMD-C-027 as shown on Section C, Plans B and C.
Suffolk County Council	Green Lane, Babergh	Between points SM-C-024 and SM-C-027 as shown on Section C, Sheet 9.	Diversion route via lines SMD-C-028 and SMD-C-031 as shown on Section C, Plan C.
Suffolk County Council	Higham Road	Between points SM-C-026 and SM-C-027 as shown on Section C, Sheet 9.	Diversion route via lines SMD-C-028 and SMD-C-029 as shown on Section C, Plan C.
Suffolk County Council / National Highways	A12 Ipswich Road Southbound	Between points SM-C-028 and SM-C-047 as shown on Section C, Sheets 11 and 18 and Section C, Plan C.	Diversion route via lines SMD-C-032, SMD-C-039, SMD-C-044, SMD-C-047, SMD-C-050 and SMD-C-055 as shown on Section C, Plan C.
Suffolk County Council / National Highways	A12 Ipswich Road Northbound	Between points SM-C-048 and SM-C-029 as shown on Section C, Sheets 11 and 18 and Section C, Plan	Northbound: Diversion route via lines SMD-C-054, SMD-C-051, SMD-C-048, SMD-C-041,

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		C.	and SMD-C-035 as shown on Section C, Plan C.
Essex County Council	Docuras Farm Road	Between points SM-C-033 and SM-C-034 as shown on Section C, Sheet 10.	Diversion route via lines SMD-C-038, SMD-C-042, SMD-C-045 and SMD-C-040 as shown on Section C, Sheet 10.
Essex County Council	Water Lane	Between points SM-C-034 and SM-C-038 as shown on Section C, Sheet 10.	Diversion route via lines SMD-C-037, SMD-C-038, SMD-C-042 and SMD-C-045 as shown on Section C, Sheet 10.
Essex County Council	Dedham Road	Between points SM-C-035 and SM-C-040 as shown on Section C, Sheet 10.	Diversion route via lines SMD-C-038, SMD-C-037, SMD-C-040 and SMD-C-045 as shown on Section C, Plan 10.
Essex County Council	Rectory Road	Between points SM-C-036 and SM-C-043 as shown on Section C, Sheets 10 and 11 and Section C, Plan C.	Diversion route via lines SMD-C-042, SMD-C-049 and SMD-C-052 as shown on Section C, Plan C and Section D, Plan A.
Essex County Council	Birchwood Road	Between points SM-C-044 and SM-C-046 as shown on Section C, Sheets 11 and 12.	Diversion route via lines SMD-C-050, SMD-C-046, SMD-C-043, SMD-C-041, SMD-C-048, SMD-C-051 and SMD-C-053 shown on Section C, Plan C.
Essex County Council / National Highways	A12 Ipswich Road Southbound	Between points SM-C-045 and SM-D-007 as shown on Section C, Plan C and Section D, Plan A.	Diversion route via lines SMD-C-053, SMD-C-054, SMD-D-001, SMD-D-006, SMD-D-005, SMD-D-004 and SMD-D-003 as shown on Section D, Plan A.
Essex County Council / National Highways	A12 Ipswich Road Northbound	Between points SM-C-048 and SM-D-007 as shown on Section C, Plan C and Section D, Plan A.	Diversion route via lines SMD-D-003, SMD-D-004, SMD-D-005, SMD-D-006 and SMD-D-001 as shown on Section D,

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			Plan A.
Essex County Council	Malting Farm Lane	Between points SM-C-050 and SM-C-052 as shown on Section C, Sheet 12.	Diversion route via lines SMD-C-061, SMD-C-068, SMD-C-064 and SMD-C-062 as shown on Section C, Plan D.
Essex County Council	Rookery Chase	Between points SM-C-053 and SM-C-060 as shown on Section C, Sheets 12 and 13.	Diversion route via lines SMD-C-061 and SMD-C-069 as shown on Section C, Plan D.
Essex County Council	B1029 Dedham Road	Between points SM-C-054 and SM-C-060 as shown on Section C, Sheets 13 and 17.	Diversion route via lines SMD-C-068, SMD-C-075 and SMD-C-073 as shown on Section C, Plan D.
Essex County Council	Dead Lane	Between points SM-C-055 and SM-C-063 as shown o on Section C, Sheet 12.	Diversion route via lines SMD-C-069, SMD-C-073 and SMD-C-075 as shown on Section C, Plan D.
Essex County Council	Home Farm Lane	Between points SM-C-057 and SM-C-065 as shown on Section C, Sheet 13.	Diversion route via lines SMD-C-067 and SMD-C-074 as shown on Section C, Plan D.
Essex County Council	A137 Harwich Road	Between points SM-C-059 and SM-C-061 as shown on Section C, Sheet 13.	Diversion route via lines SMD-C-071 and SMD-C-074 as shown on Section C, Plan D.
Essex County Council	Little Bromley Road	Between points SM-C-064 and SM-C-067 as shown on Section C, Sheets 13 and 14.	Diversion route via lines SMD-C-067, SMD-C-080, SMD-C-082 and SMD-C-078 as shown on Section C, Plan D.
Essex County Council	Morrow Lane	Between points SM-C-066 and SM-C-072 as shown on Section C, Sheets 13 and 14.	Diversion route via lines SMD-C-077, SMD-C-078 and SMD-C-082 as shown on Section C, Plan D.
Essex County Council	Hungerdown Lane	Between points SM-C-056 and SM-C-067 as shown on Section C, Sheet 14.	Diversion route via lines SMD-C-063, SMD-C-065, SMD-C-071, SMD-C-076 and SMD-C-077 as shown on Section C, Plan D.
Essex County Council	Grange Road	Between points SM-C-051 and SM-C-069 as shown on Section	Diversion route via lines SMD-C-072, SMD-C-079 and

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		C, Sheets 14 and 15.	SMD-C-083 as shown on Section C, Plans D and E.
Essex County Council	Little Bromley Road	Between points SM-C-068 and SM-C-069 as shown on Section C, Sheet 14.	Diversion route via lines SMD-C-082, SMD-C-085, SMD-C-088 and SMD-C-089, SMD-C-086, SMD-C-084, SMD-C-081, SMD-C-079 and SMD-C-083 as shown on Section C, Plan D.
Essex County Council	Ardleigh Road	Between points SM-C-069 and SM-C-070 as shown on Section C, Sheets 14 and 15.	Diversion route via lines SMD-C-070, SMD-C-072, SMD-C-079 as shown on Section C, Plans D and E.
Essex County Council	Bentley Road	Between points SM-C-071 and SM-C-073 as shown on Section C, Sheet 16.	Diversion route via lines: Clockwise: SMD-C-087, SMD-C-098, SMD-C-099, SMD-C-100, SMD-C-091, SMD-C-096, SMD-C-093, SMD-C-094, SMD-C-092, SMD-C-088, SMD-C-085, SMD-C-082, SMD-C-083, SMD-C-079 and SMD-C-081 as shown on Section C, Plans D and E. Anticlockwise: SMD-C-081, SMD-C-079, SMD-C-083, SMD-C-082, SMD-C-085, SMD-C-088, SMD-C-092, SMD-C-094, SMD-C-093, SMD-C-096, SMD-C-091, SMD-C-097 and SMD-C-087 as shown on Section C, Plans D and E.
Essex County Council	Bentley Road	Between points SM-C-073 and SM-C-074 as shown on Section	Diversion route via lines Clockwise:

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		C, Sheet 16.	SMD-C-098, SMD-C-099, SMD-C-100, SMD-C-091, SMD-C-096, SMD-C-093, SMD-C-094, SMD-C-092, SMD-C-089, SMD-C-086 and SMD-C-098 as shown on Section C, Plans D and E. Anticlockwise: SMD-C-084, SMD-C-086, SMD-C-089, SMD-C-092, SMD-C-094, SMD-C-093, SMD-C-096, SMD-C-091 and SMD-C-097 as shown on Section C, Plans D and E.
Essex County Council / National Highways	A120 northbound merge	Between points SM-C-074 and SM-C-076 as shown on Section C, Sheet 16.	Diversion route via lines SMD-C-087, SMD-C-081, SMD-C-079, SMD-C-083, SMD-C-082, SMD-C-085, SMD-C-088, SMD-C-092, SMD-C-094, SMD-C-093, SMD-C-096, SMD-C-091 and SMD-C-097 as shown on Section C, Plan E.
Essex County Council / National Highways	A120 northbound diverge	Between points SM-C-074 and SM-C-075 as shown on Section C, Sheet 16.	Diversion route via lines SMD-C-098, SMD-C-099, SMD-C-100, SMD-C-091, SMD-C-096, SMD-C-093, SMD-C-094, SMD-C-092, SMD-C-086, SMD-C-084 and SMD-C-087 as shown on Section C, Plans D and E.
Essex County Council	Wick Lane	Between points SM-C-058 and SM-C-063 as shown on Section C, Sheets 17 and 18.	Diversion route via lines SMD-C-066, SMD-C-064 and SMD-C-068 as shown on and Section C, Plan D.
Essex County Council	Langham Lane	Between points SM-	Diversion route via

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	Northbound	D-003 and SM-D-004 as shown on Section D, Sheets 1 and 2 and Section D, Plan A.	lines SMD-D-001, SMD-D-054, SMD-D-053, SMD-D-002, SMD-D-003, SMD-D-004 and SMD-D-005 on Section D, Plan A.
Essex County Council	Langham Lane Southbound	Between points SM-D-003 and SM-D-004 as shown on Section D, Sheets 1 and 2 and Section D, Plan A.	Diversion route via lines SMD-D-001, SMD-D-002, SMD-D-003, SMD-D-004 and SMD-D-005 on Section D, Plan A.
Essex County Council	Straight Road	Between points SM-D-005 and SM-D-006 as shown on Section D, Sheet 2.	Diversion route via lines SMD-D-007, SMD-D-011, SMD-D-010 and SMD-D-009 as shown on Section D, Plan A and B.
Essex County Council	Boxted Road	Between points SM-D-005 and SM-D-009 as shown on Section D, Sheets 2 and 3.	Diversion route via lines SMD-D-008, SMD-D-009, SMD-D-010 and SMD-D-011 as shown on Section D, Plans A and B.
Essex County Council	A134 The Causeway	Between points SM-D-008 and SM-D-009 as shown on Section D, Sheet 3.	Diversion route via lines SMD-D-007, SMD-D-008, SMD-D-009 and SMD-D-010 as shown on Section D, Plan B.
Essex County Council	School Lane	Between points SM-D-010 and SM-D-012 as shown on Section D, Sheet 3.	Diversion route via lines SMD-D-022, SMD-D-010, SMD-D-021 and SMD-D-024 as shown on Section D, Plan B.
Essex County Council	London Road	Between points SM-D-011 and SM-D-012 as shown on Section D, Sheet 3.	Diversion route via lines SMD-D-015, SMD-D-012, SMD-D-011, SMD-D-022 and SMD-D-023 as shown on Section D, Plan B.
Essex County Council	Vinesse Road	Between points SM-D-013 and SM-D-014 as shown on Section D, Sheet 4.	Diversion route via lines SMD-D-029, SMD-D-027, SMD-D-026 and SMD-D-

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			025 as shown on Section D, Plan B.
Essex County Council	Crabtree Lane	Between points SM-D-015 and SM-D-016 as shown on Section D, Sheet 4.	Diversion route via lines SMD-D-025, SMD-D-019, SMD-D-029 and SMD-D-027 as shown on Section D, Plan B.
Essex County Council	B1508 Bures Road	Between points SM-D-015 and SM-D-018 as shown on Section D, Sheet 4.	Diversion route via lines SMD-D-027, SMD-D-028, SMD-D-030, SMD-D-031, SMD-D-032 and SMD-D-033 as shown on Section D, Plan B.
Essex County Council	Fordham Road	Between points SM-D-017 and SM-D-019 as shown on Section D, Sheet 4.	Diversion route via lines SMD-D-028, SMD-D-027, SMD-D-033, SMD-D-032 and SMD-D-031 as shown on Section D, Plan B.
Essex County Council	Fossetts Lane	Between points SM-D-019 and SM-D-020 as shown on Section D, Sheet 5.	Diversion route via lines SMD-D-031 and SMD-D-034 as shown on Section D, Plan B and Section D, Plan C.
Essex County Council	Mill Road / Fiddlers Hill	Between points SM-D-020 and SM-D-021 as shown on Section D, Sheets 5 and 6.	Diversion route via lines SMD-D-034, SMD-D-035, SMD-D-036 and SMD-D-037 as shown on Section D, Plan C.
Essex County Council	A1124 Ford Street Hill	Between points SM-D-022 and SM-D-023 as shown on Section D, Sheet 6.	Diversion route via lines SMD-D-038 and SMD-D-039 as shown on Section D, Plan C.
Essex County Council	Green Lane, Aldham	Between points SM-D-023 and SM-D-024 as shown on Section D, Sheets 6 and 7.	Diversion route via lines SMD-D-036 and SMD-D-038 as shown on Section D, Plan C.
Essex County Council	Brook Road, Great Tey	Between points SM-D-026 and SM-D-027 as shown on Section D, Sheet 7.	Diversion route via lines SMD-D-041, SMD-D-040, SMD-D-043 and SMD-D-042 as shown on

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			Section D, Plan C.
Essex County Council	Brook Road / Great Tey Road	Between points SM-D-025 and SM-D-029 as shown on Section D, Sheet 8.	Diversion route via lines SMD-D-044 and SMD-D-045 as shown on Section D, Plan D
Essex County Council	Salmons Lane	Between points SM-D-028 and SM-D-030 as shown on Section D, Sheet 9.	Diversion route via lines SMD-D-044, SMD-D-043 and SMD-D-045 as shown on Section D, Plan D.
Essex County Council / National Highways	A120 Colchester Road, Coggeshall	Between points SM-E-001 and SM-E-002 as shown on Section E, Sheet 1 and Section D Plan D.	Diversion route via lines SMD-E-002, SMD-E-006, SMD-E-014, SMD-E-013 and SMD-E-004 as shown on Section D, Plan D.
Essex County Council	Old Road	Between points SM-E-002 and SM-E-003 as shown on Section E, Sheet 1.	Diversion route via lines SMD-E-001, SMD-E-007 and SMD-E-009 as shown on Section D, Plan D.
Essex County Council	Skye Green Road	Between points SM-E-003 and SM-E-004 as shown on Section E, Sheets 1 and 2.	Diversion route via lines SMD-E-004, SMD-E-001 and SMD-E-007 as shown on Section D, Plan D.
Essex County Council	Coggeshall Road	Between points SM-E-004 and SM-E-005 as shown on Section E, Sheet 2.	Diversion route via lines SMD-E-009, SMD-E-013, SMD-E-017, SMD-E-019 and SMD-E-020 as shown on Section D, Plan D.
Essex County Council	Parkgate Road / Hollow Road	Between points SM-E-008 and SM-E-009 as shown on Section E, Sheets 3 and 4 and Section E, Plan A.	Diversion route via lines SMD-E-031, SMD-E-035, SMD-E-040, SMD-E-041, SMD-E-037, SMD-E-032 and SMD-E-027 as shown on Section E, Plan A.
Essex County Council	Church Road / Park Road, Rivenhall	Between points SM-E-009 and SM-E-010 as shown on Section E, Sheet 4.	Diversion route via lines SMD-E-022, SMD-E-025, SMD-E-028, SMD-E-029, SMD-E-031, SMD-E-035, SMD-E-040, SMD-E-041, SMD-E-037 and SMD-E-032

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			as shown on Section E, Plan A.
Essex County Council	B1018 Witham Road / B1018 Cressing Road	Between points SM-E-011 and SM-E-012 as shown on Section E, Sheet 5 and Section E, Plan B.	Diversion route via lines SMD-E-024, SMD-E-016, SMD-E-011, SMD-E-003, SMD-E-005, SMD-E-008, SMD-E-010, SMD-E-012, SMD-E-015, SMD-E-018, SMD-E-021, SMD-E-023, SMD-E-030, SMD-E-033, SMD-E-038, SMD-E-044, SMD-E-045, SMD-E-047 and SMD-E-046 as shown on Section E, Plans B and C.
Essex County Council	Church Hill / The Street	Between points SM-E-013 and SM-E-014 as shown on Section E, Sheet 5 and Section E, Plan B.	Diversion route via lines SMD-E-026, SMD-E-036, SMD-E-043 and SMD-E-048 as shown on Section E, Plan B.
Essex County Council	Fairstead Road	Between points SM-E-015 and SM-E-016 as shown on Section E, Sheet 6 and Section E, Plan B.	Diversion route via lines SMD-E-026, SMD-E-030, SMD-E-033, SMD-E-038, SMD-E-044, SMD-D-048 and SMD-D-043 as shown on Section E, Plan B.
Essex County Council	Fairstead Lodge Road	Between points SM-F-001 and SM-F-006 as shown on Section F, Sheet 1.	Diversion route via lines SMD-F-001, SMD-F-002, SMD-F-007 and SMD-F-008 as shown on Section F, Plan A.
Essex County Council	Fuller Street	Between points SM-F-004 and SM-F-006 as shown on Section F, Sheet 1.	Diversion route via lines SMD-F-007, SMD-F-002, SMD-F-001 and SMD-F-003 as shown on Section F, Plan A.
Essex County Council	Boreham Road	Between points SM-F-003 and SM-F-008 as shown on Section F, Sheet 1 and Section F, Plan A.	Diversion route via lines SMD-F-006 and SMD-F-010 as shown on Section F, Plan A.
Essex County Council	Paulk Hall Lane	Between points SM-	Diversion route via

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		F-002 and SM-F-007 as shown on Section F, Sheets 1 and 2.	lines SMD-F-007, SMD-F-009 and SMD-F-010 as shown on Section F, Plan A.
Essex County Council	Goodmans Lane	Between points SM-F-005 and SM-F-007 as shown on Section F, Sheet 2.	Diversion route via lines SMD-F-005, SMD-F-004 and SMD-F-006 as shown on Section F, Plan A.
Essex County Council	A131 Braintree Road	Between points SM-F-010 and SM-F-012 as shown on Section F, Sheet 3.	Diversion route via lines SMD-F-011, SMD-F-005, SMD-F-004, SMD-F-007, SMD-F-009, SMD-F-013, SMD-F-014, SMD-F-015, SMD-F-016 and SMD-F-017 as shown on Section F, Plan A and Plan B.
Essex County Council	B1008 Essex Regiment Way	Between points SM-F-011 and SM-F-013 as shown on Section F, Sheet 3.	Diversion route via lines SMD-F-012, SMD-F-018, SMD-F-019, SMD-F-020, SMD-F-021 and SMD-F-022 as shown on Section F, Plan B and Plan C.
Essex County Council	Chelmsford Road	Between points SM-F-015 and SM-F-016 as shown on Section F, Sheet 4.	Diversion route via lines SMD-F-025, SMD-F-024 and SMD-F-023 as shown on Section F, Plan C.
Essex County Council	Lark's Lane	Between points SM-F-016 and SM-F-017 as shown on Section F, Sheet 4.	Diversion route via lines SMD-F-021, SMD-F-025 and SMD-F-024 as shown on Section F, Plan C.
Essex County Council	Chignal Road	Between points SM-F-018 and SM-F-020 as shown on Section F, Sheets 5 and 6 and Section F, Plan B and Plan C.	Diversion route via lines SMD-F-034, SMD-F-035, SMD-F-026, SMD-F-027, SMD-F-028, SMD-F-029, SMD-F-030, SMD-F-031 and SMD-F-032 as shown on Section F, Plan C and Plan C and Plan D.
Essex County Council	Mashbury Road	Between points SM-F-019 and SM-F-021	Diversion route via lines SMD-F-032,

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		as shown on Section F, Sheets 6 and 7 and Section F, Plan D.	SMD-F-033, SMD-F-034, SMD-F-035, SMD-F-026, SMD-F-027, SMD-F-028, SMD-F-029 and SMD-F-030 as shown on Section F, Plan C and Plan D.
Essex County Council	A1060 Bishop's Stortford Road / A1060 Roxwell Road	Between points SM-F-022 and SM-F-027 as shown on Section F, Sheet 7 and Section F, Plan D.	Diversion route via lines SMD-F-045, SMD-F-044, SMD-F-043, SMD-F-042, SMD-F-041, SMD-F-039, SMD-F-038, SMD-F-037 and SMD-F-036 as shown on Section F, Plan D.
Essex County Council	Vicarage Road	Between points SM-F-024 and SM-F-026 as shown on Section F, Sheet 7.	Diversion route via lines SMD-F-036, SMD-F-037, SMD-F-038 and SMD-F-039 as shown on Section F, Plan D.
Essex County Council	Newney Green	Between points Point SM-F-028 and Point SM-F-029 as shown on Section F, Sheet 8.	Diversion route via lines SMD-F-043, SMD-F-044, SMD-F-045, SMD-F-040, SMD-F-041 and SMD-F-042 as shown on Section F, Plan D.
Essex County Council	A414 Ongar Road West	Between points SM-F-030 and SM-F-032 as shown on Section F, Sheet 8.	Diversion route via lines SMD-F-048, SMD-F-049, SMD-F-051, SMD-F-046 and SMD-F-051 as shown on Section F, Plan E.
Essex County Council	The Causeway	Between points SM-F-031 and SM-F-034 as shown on Section F, Plan E.	Diversion route via lines SMD-F-048, SMD-F-047, SMD-F-046 and SMD-F-051 as shown on Section F, Plan E.
Essex County Council	Nathan's Lane	Between points SM-F-033 and SM-F-034 as shown on Section F, Plan E.	Diversion route via lines SMD-F-052, SMD-F-050, SMD-F-049 and SMD-F-051 as shown on Section F, Plan E.
Essex County Council	Ivy Barn Lane	Between points SM-F-035 and SM-F-036	Diversion route via lines SMD-F-056,

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		as shown on Section F, Sheet 10.	SMD-F-055, SMD-F-054, SMD-F-053, SMD-F-058 and SMD-F-057 as shown on Section F, Plan E.
Essex County Council / National Highways	A12 Westbound	Between points SM-G-001 and SM-G-009 as shown on Section F, Sheets 10, 10A and 10B, Section F, Plan E and Section G, Plans A and B.	Diversion route via lines SMD-G-002, SMD-G-006, SMD-G-007, SMD-G-008, SMD-G-009 and SMD-G-012 as shown on Section F, Plan E and Section G, Plans A and B.
Essex County Council / National Highways	A12 Eastbound	Between points SM-G-009 and SM-G-001 as shown on Section F, Sheets 10, 10A and 10B, Section F, Plan E, and Section G, Plans A and B.	Diversion route via lines SMD-G-016, SMD-G-013, SMD-G-011, SMD-G-009, SMD-G-008, SMD-G-006 and SMD-G-001 as shown on Section F, Plan D and Section G, Plans A and B.
Essex County Council	B1002 Main Road Eastbound	Between points SM-G-004 and SM-G-002 as shown on Section G, Sheet 1.	Diversion route via lines SMD-G-008, SMD-G-009, SMD-G-011, SMD-G-013, SMD-G-016, SMD-G-017, SMD-G-004, SMD-G-003 and SMD-G-006 as shown on Section G, Plans A and B.
Essex County Council	B1002 Main Road Westbound	Between points SM-G-002 and SM-G-004 as shown on Section G, Sheet 1.	Diversion route via lines SMD-G-006, SMD-G-003, SMD-G-005, SMD-G-007, SMD-G-010, SMD-G-009 and SMD-G-008 as shown on Section G, Plans A and B.
Essex County Council	Mountnessing Road	Between points SM-G-008 and SM-G-011 as shown on Section G, Sheet 2.	Diversion route via lines SMD-G-014, SMD-G-015, SMD-G-019 and SMD-G-020 as shown on Section G, Plan A.
Essex County Council	Old Church Lane,	Between points SM-	Diversion route via

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	Mountnessing	G-010 and SM-G-011 as shown on Section G, Sheet 2 and Section G, Plan A.	lines SMD-G-019, SMD-G-015, SMD-G-014 and SMD-G-018 as shown on Section G, Plan A.
Essex County Council	A129 Rayleigh Road	Between points SM-G-012 and SM-G-013 as shown on Section G, Sheet 4.	Diversion route via lines SMD-G-025, SMD-G-026, SMD-G-024, SMD-G-023, SMD-G-016, SMD-G-021, SMD-G-019, SMD-G-020, SMD-G-022, SMD-G-027 and SMD-G-028 as shown on Section G, Plan B.
Essex County Council	Sudburys Farm Road	Between points SM-G-014 and SM-G-015 as shown on Section G, Sheet 5.	Diversion route via lines SMD-G-030, SMD-G-032 and SMD-G-031 as shown on Section G, Plan C.
Essex County Council	Botney Hill Road	Between points SM-G-016 and SM-G-017 as shown on Section G, Plan C.	Diversion route via lines SMD-G-030, SMD-G-029 and SMD-G-031 as shown on Section G, Plan C.
Essex County Council	Dunton Road	Between points SM-G-018 and SM-G-020 as shown on Section G, Sheets 5 and 6 and Section G, Plan C.	Diversion route via lines SMD-G-033, SMD-G-032, SMD-G-034 and SMD-G-035 as shown on Section G, Plan C.
Essex County Council / National Highways	A127 Southend Arterial Road Eastbound	Between points SM-H-002 and SM-H-001 as shown on Section G, Sheets 6 and Section H, Plan A.	Diversion route via lines SMD-H-009, SMD-H-012, SMD-H-013, SMD-H-011, SMD-H-006 and SMD-H-002 as shown on Section H, Plan A.
Essex County Council / National Highways	A127 Southend Arterial Road Westbound	Between points SM-H-001 and SM-H-002 as shown on Section G, Sheets 6 and Section H, Plan A.	Diversion route via lines SMD-H-002, SMD-H-006, SMD-H-011, SMD-H-013, SMD-H-012 and SMD-H-010 as shown on Section H, Plan A.

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(1) *Area*	*(2)* *Street or public right of way to be temporarily closed*	*(3)* *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*	*(4)* *Temporary diversion as shown on the access, rights of way and public rights of navigation plans*
Essex County Council	Lower Dunton Road Southbound	Between points SM-H-003 and SM-H-004 as shown on Section G, Sheet 6 and Section H, Sheet 1.	Diversion route via lines SMD-H-006, SMD-H-004, SMD-H-005, SMD-H-008, SMD-H-012 and SMD-H-013, as shown on Section H, Plan A.
Essex County Council	Lower Dunton Road Northbound	Between points SM-H-004 and SM-H-003 as shown on Section G, Sheet 6 and Section H, Sheet 1.	Diversion route via lines SMD-H-013, SMD-H-012, SMD-H-007, SMD-H-005, SMD-H-003 and SMD-H-006 as show on Section H, Plan A.
Thurrock Council	Doesgate Lane Eastbound	Between points SM-H-005 and SM-H-004 as shown on Section H, Sheet 1 and Section H, Plan A.	Diversion route via lines SMD-H-012, SMD-H-007, SMD-H-005, SMD-H-003, SMD-H-006 and SMD-H-011 as shown on Section H, Plan A.
Thurrock Council	Doesgate Lane Westbound	Between points SM-H-004 and SM-H-005 as shown on Section H, Sheet 1 and Section H, Plan A.	Diversion route via lines SMD-H-011, SMD-H-006, SMD-H-004, SMD-H-005, SMD-H-008 and SMD-H-012 as shown on Section H, Plan A.
Thurrock Council / National Highways	A13 Stanford-le-hope Bypass Westbound	Between points SM-H-008 and SM-H-012 as shown on Section H, Sheets 4 and 6 and Section H, Plan B.	Diversion route via lines SMD-H-015, SMD-H-016, SMD-H-017, SMD-H-018 and SMD-H-020 as shown on Section H, Plan B.
Thurrock Council / National Highways	A13 Stanford-le-hope Bypass Eastbound	Between points SM-H-012 and SM-H-008 as shown on Section H, Sheets 4 and 6 and Section H, Plan B.	Diversion route via lines SMD-H-019, SMD-H-018, SMD-H-017, SMD-H-016 and SMD-H-014 as shown on Section H, Plan B.
Thurrock Council	Buckingham Hill Road	Between points SM-H-011 and SM-H-024 as shown on Section H, Sheet 4.	Diversion route via lines SMD-H-017, SMD-H-035, SMD-H-039, SMD-H-037 and SMD-H-031 as

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(1) *Area*	(2) *Street or public right of way to be temporarily closed*	(3) *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*	(4) *Temporary diversion as shown on the access, rights of way and public rights of navigation plans*
			shown on Section H, Plan B.
Thurrock Council	Hoford Road	Between points SM-H-019 and SM-H-032 as shown on Section H, Sheets 4 and 5.	Diversion route via lines SMD-H-031 and SMD-H-037 as shown on Section H, Plan B.
Thurrock Council	Muckingford Road	Between points SM-H-031 and SM-H-032 as shown on Section H, Sheet 5.	Diversion route via lines SMD-H-037, SMD-H-031, SMD-H-021, SMD-H-017, SMD-H-035 and SMD-H-039 as shown on Section H, Plan B.
Thurrock Council	Brentwood Road	Between points SM-H-014 and SM-H-029 as shown on Section H, Sheet 6.	Diversion route via lines SMD-H-018 SMD-H-017, SMD-H-021, SMD-H-031, SMD-H-037 and SMD-H-039 as shown on Section H, Plan B.
Thurrock Council	Heath Road	Between points SM-H-021 and SM-H-028 as shown on Section H, Sheet 7.	Diversion route via lines SMD-H-025, SMD-H-026 and SMD-H-029 as shown on Section H, Plan C.
Thurrock Council	Hornsby Lane	Between points SM-H-022 and SM-H-028 as shown on Section H, Sheet 7.	Diversion route via lines SMD-H-026, SMD-H-025 and SMD-H-028 as shown on Section H, Plan C.

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PART 2

STREETS TO BE TEMPORARILY CLOSED FOR WHICH NO DIVERSION IS TO BE PROVIDED

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(1) *Area*	*(2)* *Street or public right of way to be temporarily closed*	*(3)* *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*
Norfolk County Council	Fen Lane	Between points SM-A-050 and SM-A-051 as shown on Section A, Sheet 13.
Suffolk County Council	Old Bury Road	Between points SM-B-007 and SM-B-008 as shown on Section B, Sheet 1.
Suffolk County Council	Furze Way	Between points SM-B-011 and SM-B-012 as shown on Section B, Sheet 4.
Suffolk County Council	Mellis Road	Between points SM-B-017 and SM-B-018 as shown on Section B, Sheet 6.
Suffolk County Council	Thornham Road/Major Lane	Between points SM-B-018 and SM-B-019 as shown on Section B, Plan B.
Suffolk County Council	Eastlands Lane	Between points SM-B-020 and SM-B-022 as shown on Section B, Sheet 7.
Suffolk County Council	Access Road from Hoggars Road to Elden's Lane Farm	Between points SM-B-028 and SM-B-029 as shown on Section B, Sheet 8.
Suffolk County Council	Bullen Lane	Between points SM-B-061 and SM-B-062 as shown on Section B, Sheet 21.
Suffolk County Council	A1071 Thorpe's Hill	Between points SM-C-005 and SM-C-006 as shown on Section C, Sheet 1.
Suffolk County Council	B1070 Hadleigh Road	Between points SM-C-019 and SM-C-020 as shown on Section C, Sheet 8.
Essex County Council	Low Lift Cottage Road	Between points SM-C-030 and SM-C-033 as shown on Section C, Sheet 10.
Essex County Council	Water Lane, Langham	Between points SM-C-031 and SM-C-032 as shown on Section C, Sheet 10.
Essex County Council	Ipswich Road	Between points SM-C-037 and SM-C-039 as shown on Section C, Sheet 11.
Essex County Council	Perry Lane	Between points SM-C-042 and SM-C-041 as shown on Section C, Sheet 11.
Essex County Council	B1029 Dedham Road	Between points SM-C-049 and SM-C-053 as shown on Section C, Sheet 12.

(1) *Area*	*(2)* *Street or public right of way to be temporarily closed*	*(3)* *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*
Essex County Council	Old Ipswich Road	Between points SM-C-058 and SM-C-062 as shown on Section C, Sheet 18.
Essex County Council	Turnpike Close	Between points SM-D-001 and SM-D-002 as shown on Section D, Sheet 1.
Essex County Council	B1024 Coggeshall Road	Between points SM-E-006 and SM-E-007 as shown on Section E, Sheet 2.
Essex County Council	Chatham Hall Lane	Between points SM-F-009 and SM-F-014 as shown on Section F, Sheet 3.
Essex County Council	Track off A1060 Roxwell Road, Roxwell	Between points SM-F-023 and SM-F-025 as shown on Section F, Sheet 7.
Essex County Council	Handley Green Lane	Between points SM-F-035 and SM-F-037 as shown on Section F, Sheet 10.
Essex County Council	Church Lane, Margaretting, Ingatestone	Between points SM-G-003 and SM-G-005 as shown on Section G, Sheet 1.
Essex County Council	Ingatestone Road	Between points SM-G-006 and SM-G-007 as shown on Section G, Sheet 2.
Essex County Council	Brentwood Road	Between points SM-G-019 and SM-G-021 as shown on Section G, Sheet 6.
Essex County Council	Lower Dunton Road	Between points SM-G-022 and SM-G-023 as shown on Section G, Sheet 6.
Thurrock Council	A128 Brentwood Road	Between points SM-H-006 and SM-H-007 as shown on Section H, Sheet 2.
Thurrock Council	Orsett Road	Between points SM-H-009 and SM-H-010 as shown on Section H, Sheet 3.
Thurrock Council	High House Lane	Between points SM-H-025 and SM-H-030 as shown on Section H, Sheet 6.

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PART 3

PUBLIC RIGHTS OF WAY TO BE TEMPORARILY CLOSED FOR WHICH A DIVERSION IS TO BE PROVIDED

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(1) *Area*	*(2)* *Public right of way*	*(3)* *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*	*(4)* *Temporary diversion as shown on the access, rights of way and public rights of navigation plans*
Norfolk County Council	Ashwellthorpe FP5	Between points N-FP-16.6 and N-FP-16.7 as shown on Section A, Sheet 5	Diversion route between points N-FP-16.6 and N-FP-16.7 via lines N-FP-16-D1 as shown on Section A, Sheet 5
Norfolk County Council	Forncett FP25	Between points N-FP-19.1 and N-FP-19.2 as shown on Section A, Sheet 6	Diversion route between points N-FP-19.1 and N-FP-19.2 via lines N-FP-19-D1 as shown on Section A, Sheet 6
Norfolk County Council	Forncett FP26	Between points N-FP-20.2 and N-FP-20.3 as shown on Section A, Sheet 6	Diversion route between points N-FP-20.2 and N-FP-20.3 via lines N-FP-20-D1 as shown on Section A, Sheet 6
Norfolk County Council	Roydon South Norfolk FP2	Between points N-FP-45.2 and N-FP-45.3 as shown on Section A, Sheet 12	Diversion route between points N-FP-45.2 and N-FP-45.3 via lines N-FP-45-D1 as shown on Section A, Sheet 12
Norfolk County Council	Roydon South Norfolk FP4	Between points N-FP-46.1 and N-FP-46.2 as shown on Section A, Sheet 13	Diversion route between points N-FP-46.2 and N-FP-46.4 via lines N-FP-46-D1 as shown on Section A, Sheet 13
Norfolk County Council	Roydon South Norfolk FP14	Between points N-FP-47.2 and N-FP-47.3 as shown on Section A, Sheet 13	Diversion route between points N-FP-47.2 and N-FP-47.3 via lines N-FP-47-D1 as shown on Section A, Sheet 13
Suffolk County Council	W-426/003/0	Between points S-FP-1.2 and S-FP-1.3 as shown on Section A, Sheet 13	Diversion route between points S-FP-1.2 and S-FP-1.3 via lines S-FP-1-D1 as shown on Section A, Sheet 13
Suffolk County Council	W-389/002/0	Between points S-FP-11.2 and S-FP-11.4 as shown on Section B,	Diversion route between points S-FP-11.2 and S-FP-11.3

(1) *Area*	*(2)* *Public right of way*	*(3)* *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*	*(4)* *Temporary diversion as shown on the access, rights of way and public rights of navigation plans*
		Sheet 3	via lines S-FP-11-D1 as shown on Section B, Sheet 3
Suffolk County Council	W-172/022/0	Between points S-BR-15.1 and S-BR-15.2 as shown on Section B, Sheet 4	Diversion route between points S-BR-15.1 and S-BR-15.2 via lines S-BR-15-D1 as shown on Section B, Sheet 4
Suffolk County Council	W-172/036/0	Between points S-FP-18.2 and S-FP-18.3 as shown on Section B, Sheet 5	Diversion route between points S-FP-18.2 and S-FP-18.4 via lines S-FP-18-D1 as shown on Section B, Sheet 5
Suffolk County Council	W-172/027/0	Between points S-FP-19.2 and S-FP-19.3 as shown on Section B, Sheet 5	Diversion route between points S-FP-19.2 and S-FP-19.3 via lines S-FP-19-D1 as shown on Section B, Sheet 5
Suffolk County Council	Eastlands Lane (ORPA)	No temporary closure (diversion is additional temporary provision)	Diversion route between points S-ORPA-3.1 and S-ORPA-3.2 via lines S-ORPA-3-D1 as shown on Section B, Sheet 7
Suffolk County Council	W-246/011/0	Between points S-FP-23.3 and S-FP-23.4 as shown on Section B, Sheet 7	Diversion route between points S-FP-23.3 and S-FP-23.5 via lines S-FP-23-D1 as shown on Section B, Sheet 7
Suffolk County Council	W-203/048/0	Between points S-FP-24.2 and S-FP-24.3 as shown on Section B, Sheet 7	Diversion route between points S-FP-24.1 and S-FP-24.4 via lines S-FP-23-D1 as shown on Section B, Sheet 7
Suffolk County Council	W-203/054/0	Between points S-FP-25.2 and S-FP-25.4 as shown on Section B, Sheet 7	Diversion route between points S-FP-25.1 and S-FP-25.3 via lines S-FP-23-D1 as shown on Section B, Sheet 7
Suffolk County Council	W-563/003/0	Between points S-FP-26.2 and S-FP-26.3 as shown on Section B, Sheet 7	Diversion route between points S-FP-26.1 and S-FP-26.4 via lines S-FP-23-D1

(1) *Area*	(2) *Public right of way*	(3) *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*	(4) *Temporary diversion as shown on the access, rights of way and public rights of navigation plans*
			as shown on Section B, Sheet 7
Suffolk County Council	W-563/001/0	Between points S-FP-27.2 and S-FP-27.3 as shown on Section B, Sheet 7	Diversion route between points S-FP-27.2 and S-FP-27.3 via lines S-FP-27-D1 as shown on Section B, Sheet 7
Suffolk County Council	W-392/059/0	Between points S-BT-30.2 and S-BT-30.3 as shown on Section B, Sheet 9	Diversion route between points S-BT-30.2 and S-BT-30.4 via lines S-BT-30-D1 as shown on Section B, Sheet 9
Suffolk County Council	W-392/046/0	Between points S-FP-31.2 and S-FP-31.3 as shown on Section B, Sheet 9	Diversion route between points S-FP-31.2 and S-FP-31.3 via lines S-FP-31-D1 as shown on Section B, Sheet 9
Suffolk County Council	W-209/006/0	Between points S-FP-41.2 and S-FP-41.3 as shown on Section B, Sheet 11	Diversion route between points S-FP-41.2 and S-FP-41.3 via lines S-FP-41-D1 as shown on Section B, Sheet 11
Suffolk County Council	W-209/014/0	Between points S-FP-46.2 and S-FP-46.3 as shown on Section B, Sheet 12	Diversion route between points S-FP-46.2 and S-FP-46.3 via lines S-FP-46-D1 as shown on Section B, Sheet 12
Suffolk County Council	W-117/013/0	Between points S-BR-48.1 and S-BR-48.2 as shown on Section B, Sheet 13	Diversion route between points S-BR-48.1 and S-BR-48.2 via lines S-BR-48-D1 as shown on Section B, Sheet 13
Suffolk County Council	W-117/023/0	Between points S-FP-49.1 and S-FP-49.2 as shown on Section B, Sheet 13	Diversion route between points S-FP-49.1 and S-FP-49.2 via lines S-FP-49-D1 as shown on Section B, Sheet 13
Suffolk County Council	W-129/016/0	Between points S-FP-52.1 and S-FP-52.2 as shown on Section B, Sheet 14	Diversion route between points S-FP-52.1 and S-FP-52.2 via lines S-FP-52-D1 as shown on Section B, Sheet 14

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(1) *Area*	(2) *Public right of way*	(3) *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*	(4) *Temporary diversion as shown on the access, rights of way and public rights of navigation plans*
Suffolk County Council	W-129/018/0	Between points S-FP-58.2 and S-FP-58.3 as shown on Section B, Sheet 14	Diversion route between points S-FP-58.2 and S-FP-58.3 via lines S-FP-58-D1 as shown on Section B, Sheet 14
Suffolk County Council	W-129/025/0	Between points S-FP-67.1 and S-FP-67.2 as shown on Section B, Sheet 15	Diversion route between points S-FP-67.1 and S-FP-67.3 via lines S-FP-67-D1 as shown on Section B, Sheet 15
Suffolk County Council	W-121/006/0	Between points S-FP-68.1 and S-FP-68.2 as shown on Section B, Sheet 15	Diversion route between points S-FP-68.2 and S-FP-68.3 via lines S-FP-67-D2. as shown on Section B, Sheet 15
Suffolk County Council	W-418/031/0	Between points S-FP-83.3 and S-FP-83.4 as shown on Section B, Sheet 17	Diversion route between points S-FP-83.3 and S-FP-83.4 via lines S-FP-83-D1 as shown on Section B, Sheet 17
Suffolk County Council	W-418/058/0	No Temporary Closure	Diversion route between points S-FP-85.1 and S-FP-85.2 via lines S-FP-85-D1 as shown on Section B, Sheet 17
Suffolk County Council	W-472/027/0	Between points S-FP-99.4 and S-FP-99.5 as shown on Section B, Sheet 18	Diversion route between points S-FP-99.4 and S-FP-99.5 via lines S-FP-99-D1 as shown on Section B, Sheet 18
Suffolk County Council	W-370/054/0	Between points S-FP-102.1 and S-FP-102.2 as shown on Section B, Sheet 19	Diversion route between points S-FP-102.1 and S-FP-102.2 via lines S-FP-102-D1 as shown on Section B, Sheet 19
Suffolk County Council	W-155/039/A	Between points S-FP-112.2 and S-FP-112.3 and between points S-FP-112.4 and S-FP-112.5 as shown on Section B, Sheet 21	Diversion route between points S-FP-112.2 and S-FP-112.3 via lines S-FP-112-D1 and between points S-FP-112.4 and S-FP-112.5 via lines S-FP-112-D2 as

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			shown on Section B, Sheet 21
Suffolk County Council	W-486/003/0	Between points S-FP-115.1 and S-FP-115.2 as shown on Section C, Sheet 1	Diversion route between points S-FP-115.1 and S-FP-115.2 via lines S-FP-115-D1 as shown on Section C, Sheet 1
Suffolk County Council	W-543/003/0	Between points S-FP-130.2 and S-FP-130.3 as shown on Section C, Sheet 4	Diversion route between points S-FP-130.2 and S-FP-130.3 via lines S-FP-131-D1 as shown on Section C, Sheet 4
Suffolk County Council	W-543/002/0	Between points S-FP-131.1 and S-FP-131.3 as shown on Section C, Sheet 4	Diversion route between points S-FP-131.2 and S-FP-131.3 via lines S-FP-131-D1 as shown on Section C, Sheet 4
Suffolk County Council	W-284/014/0	Between points S-BR-136.1 and S-BR-136.2 as shown on Section C, Sheet 6	Diversion route between points S-BR-136.1 and S-BR-136.2 via lines S-BR-136-D1 as shown on Section C, Sheet 6
Suffolk County Council	W-438/007/0	Between points S-FP-138.2 and S-FP-138.4 as shown on Section C, Sheet 6	Diversion route between points S-FP-138.2 and S-FP-138.3 via lines S-FP-138-D1 as shown on Section C, Sheet 6
Suffolk County Council	W-284/006/0	Between points S-FP-141.2 and S-FP-141.3 as shown on Section C, Sheet 7	Diversion route between points S-FP-141.2 and S-FP-141.3 via lines S-FP-141-D1 as shown on Section C, Sheet 7
Suffolk County Council	W-323/010/0	Between points S-FP-145.1 and S-FP-145.2 as shown on Section C, Sheet 7	Diversion route between points S-FP-145.1 and S-FP-145.2 via lines S-FP-145-D1 as shown on Section C, Sheet 7
Essex County Council	Langham 1	Between points E-FP-1.2 and E-FP-1.3 as shown on Section C, Sheet 9	Diversion route between points E-FP-1.2 and E-FP-1.3 via lines E-FP-1-D1 as shown on Section C, Sheet 9

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(1) *Area*	(2) *Public right of way*	(3) *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*	(4) *Temporary diversion as shown on the access, rights of way and public rights of navigation plans*
Essex County Council	Langham 16	Between points E-FP-5.1 and E-FP-5.2 as shown on Section C, Sheet 10	Diversion route between points E-FP-5.3 and E-FP-5.4 via lines E-FP-5-D1 as shown on Section C, Sheet 10
Essex County Council	Langham 21	Between points E-FP-8.1 and E-FP-8.2 as shown on Section C, Sheet 11	Diversion route between points E-FP-8.1 and E-FP-8.2 via lines E-FP-8-D1 as shown on Section C, Sheet 11
Essex County Council	Ardleigh 2	Between points E-BR-12.4 and E-BR-12.5 as shown on Section C, Sheet 13	Diversion route between points E-BR-12.4 and E-BR-12.5 via lines E-BR-12-D1 as shown on Section C, Sheet 13
Essex County Council	Ardleigh 42	Between points E-FP-146.2 and E-FP-146.3 as shown on Section C, Sheet 13	Diversion route between points E-FP-146.2 and E-FP-146.3 via lines E-FP-146-D1 as shown on Section C, Sheet 13
Essex County Council	Boxted 38	Between points E-FP-25.2 and E-FP-25.3 as shown on Section D, Sheet 2	Diversion route between points E-FP-25.2 and E-FP-25.3 via lines E-FP-25-D1 as shown on Section D, Sheet 2
Essex County Council	Great Horkesley 30	Between points E-FP-27.1 and E-FP-27.2 as shown on Section D, Sheet 2	Diversion route between points E-FP-27.1 and E-FP-27.2 via lines E-FP-27-D1 as shown on Section D, Sheet 2
Essex County Council	Fordham 16	Between points E-FP-33.2 and E-FP-33.3 as shown on Section D, Sheet 5	Diversion route between points E-FP-33.2 and E-FP-33.3 via lines E-FP-33-D1 as shown on Section D, Sheet 5
Essex County Council	Fordham 22	Between points E-FP-34.1 and E-FP-34.2 as shown on Section D, Sheet 5	Diversion route between points E-FP-34.1 and E-FP-34.2 via lines E-FP-34-D1 as shown on Section D, Sheet 5
Essex County Council	Fordham 24	Between points E-FP-36.2 and E-FP-36.3 as	Diversion route between points E-FP-

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(1) *Area*	(2) *Public right of way*	(3) *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*	(4) *Temporary diversion as shown on the access, rights of way and public rights of navigation plans*
		shown on Section D, Sheet 5	36.2 and E-FP-36.3 via lines E-FP-36-D1 as shown on Section D, Sheet 5
Essex County Council	Fordham 36	Between points E-FP-37.1 and E-FP-37.2 as shown on Section D, Sheet 5	Diversion route between points E-FP-37.1 and E-FP-37.2 via lines E-FP-37-D1 as shown on Section D, Sheet 5
Essex County Council	Aldham 3	Between points E-FP-41.2 and E-FP-41.3 as shown on Section D, Sheet 6	Diversion route between points E-FP-41.2 and E-FP-41.3 via lines E-FP-41-D1 as shown on Section D, Sheet 6
Essex County Council	Aldham 12	Between points E-FP-45.1 and E-FP-45.2 as shown on Section D, Sheet 7	Diversion route between points E-FP-45.1 and E-FP-45.2 via lines E-FP-45-D1 as shown on Section D, Sheet 7
Essex County Council	Aldham 20	Between points E-BR-46.1 and E-BR-46.2 as shown on Section D, Sheet 8	Diversion route between points E-BR-46.1 and E-BR-46.2 via lines E-BR-46-D1 as shown on Section D, Sheet 8
Essex County Council	Aldham 18	No Temporary Closure	Diversion route between points E-FP-47.2 and E-FP-47.3 via lines E-FP-47-D1 as shown on Section D, Sheet 8
Essex County Council	Great Tey 38	Between points E-FP-50.1 and E-FP-50.2 as shown on Section D, Sheet 9	Diversion route between points E-FP-50.1 and E-FP-50.2 via lines E-FP-50-D1 as shown on Section D, Sheet 9
Essex County Council	Great Tey 50	Between points E-FP-51.1 and E-FP-51.2 as shown on Section D, Sheet 9	Diversion route between points E-FP-51.1 and E-FP-51.2 via lines E-FP-51-D1 as shown on Section D, Sheet 9
Essex County Council	Great Tey 59	Between points E-FP-52.1 and E-FP-52.3 as shown on Section D, Sheet 9	Diversion route between points E-FP-52.2 and E-FP-52.3 via lines E-FP-52-D1

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(1) *Area*	(2) *Public right of way*	(3) *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*	(4) *Temporary diversion as shown on the access, rights of way and public rights of navigation plans*
			as shown on Section D, Sheet 9
Essex County Council	Great Tey 36	Between points E-FP-53.1 and E-FP-53.2 as shown on Section D, Sheet 9	Diversion route between points E-FP-53.1 and E-FP-53.2 via lines E-FP-53-D1 as shown on Section D, Sheet 9
Essex County Council	Great Tey 46	Between points E-BR-54.3 and E-BR-54.4 as shown on Section D, Sheet 9	Diversion route between points E-BR-54.3 and E-BR-54.4 via lines E-BR-54-D1 as shown on Section D, Sheet 9
Essex County Council	Great Tey 42	Between points E-FP-55.3 and E-FP-55.4 as shown on Section D, Sheet 9	Diversion route between points E-FP-55.3 and E-FP-55.5 via lines E-FP-55-D1 as shown on Section D, Sheet 9
Essex County Council	Kelvedon 4	Between points E-FP-61.2 and E-FP-61.3 as shown on Section E, Sheet 2	Diversion route between points E-FP-61.2 and E-FP-61.3 via lines E-FP-61-D1 as shown on Section E, Sheet 2
Essex County Council	Kelvedon 2	Between points E-FP-62.2 and E-FP-62.3 as shown on Section E, Sheet 2 and Sheet 3	Diversion route between points E-FP-62.1 and E-FP-62.3 via lines E-FP-62-D1 as shown on Section E, Sheet 2 and Sheet 3
Essex County Council	Kelvedon 1	Between points E-BR-64.2 and E-BR-64.3 as shown on Section E, Sheet 3	Diversion route between points E-BR-64.2 and E-BR-64.3 via lines E-BR-64-D1 as shown on Section E, Sheet 3
Essex County Council	Kelvedon 5	Between points E-FP-65.2 and E-FP-65.3 as shown on Section E, Sheet 3	Diversion route between points E-FP-65.2 and E-FP-65.3 via lines E-FP-65-D1 as shown on Section E, Sheet 3
Essex County Council	Rivenhall 11	Between points E-FP-67.4 and E-FP-67.5 as shown on Section E, Sheet 4	Diversion route between points E-FP-67.4 and E-FP-67.5 via lines E-FP-67-D1 as shown on Section

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(1) *Area*	(2) *Public right of way*	(3) *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*	(4) *Temporary diversion as shown on the access, rights of way and public rights of navigation plans*
			E, Sheet 4
Essex County Council	Silver End 15	Between points E-FP-69.1 and E-FP-69.2 as shown on Section E, Sheet 4	Diversion route between points E-FP-69.1 and E-FP-69.2 via lines E-FP-69-D1 as shown on Section E, Sheet 4
Essex County Council	Silver End 14	Between points E-FP-70.3 and E-FP-70.4 as shown on Section E, Sheet 4	Diversion route between points E-FP-70.1 and E-FP-70.2 via lines E-FP-72-D1 as shown on Section E, Sheet 4
Essex County Council	Cressing 19	Between points E-FP-72.2 and E-FP-72.3 as shown on Section E, Sheet 4	Diversion route between points E-FP-72.2 and E-FP-72.4 via lines E-FP-72-D1 as shown on Section E, Sheet 4
Essex County Council	Faulkbourne 1	Between points E-FP-74.3 and E-FP-74.4 as shown on Section E, Sheet 5	Diversion route between points E-FP-74.3 and E-FP-74.4 via lines E-FP-74-D1 as shown on Section E, Sheet 5
Essex County Council	White Notley 22	Between points E-FP-75.1 and E-FP-75.2 as shown on Section E, Sheet 5	Diversion route between points E-FP-75.1 and E-FP-75.2 via lines E-FP-75-D1 as shown on Section E, Sheet 5
Essex County Council	White Notley 15	Between points E-BR-77.2 and E-BR-77.3 as shown on Section E, Sheet 6	Diversion route between points E-BR-77.2 and E-BR-77.3 via lines E-BR-77-D1 as shown on Section E, Sheet 6
Essex County Council	White Notley 12	Between points E-FP-78.2 and E-FP-78.3 as shown on Section E, Sheet 6	Diversion route between points E-FP-78.2 and E-FP-78.3 via lines E-FP-78-D1 as shown on Section E, Sheet 6
Essex County Council	Fairstead 20	Between points E-FP-82.2 and E-FP-82.3 as shown on Section E, Sheet 7	Diversion route between points E-FP-82.2 and E-FP-82.3 via lines E-FP-82-D1 as shown on Section E, Sheet 7
Essex County Council	Great And Little	Between points E-FP-	Diversion route

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(1) *Area*	(2) *Public right of way*	(3) *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*	(4) *Temporary diversion as shown on the access, rights of way and public rights of navigation plans*
	Leighs 40	85.4 and E-FP-85.5 as shown on Section F, Sheet 2	between points E-FP-85.4 and E-FP-85.5 via lines E-FP-85-D1 as shown on Section F, Sheet 2
Essex County Council	Great And Little Leighs 45	Between points E-FP-87.1 and E-FP-87.2 as shown on Section F, Sheet 2	Diversion route between points E-FP-87.1 and E-FP-87.2 via lines E-FP-87-D1 as shown on Section F, Sheet 2
Essex County Council	Little Waltham 13	Between points E-FP-92.1 and E-FP-92.2 as shown on Section F, Sheet 2	Diversion route between points E-FP-92.1 and E-FP-92.2 via lines E-FP-92-D1 as shown on Section F, Sheet 2
Essex County Council	Little Waltham 21	Between points E-FP-93.1 and E-FP-93.2 as shown on Section F, Sheet 3	Diversion route between points E-FP-93.1 and E-FP-93.2 via lines E-FP-93-D1 as shown on Section F, Sheet 3
Essex County Council	Great Waltham 76	Between points E-FP-94.2 and E-FP-94.3 as shown on Section F, Sheet 4	Diversion route between points E-FP-94.2 and E-FP-94.3 via lines E-FP-94-D1 as shown on Section F, Sheet 4
Essex County Council	Great Waltham 74	Between points E-FP-95.3 and E-FP-95.4 as shown on Section F, Sheet 4	Diversion route between points E-FP-95.1 and E-FP-95.3 via lines E-FP-95-D1 as shown on Section F, Sheet 4
Essex County Council	Broomfield 1	Between points E-FP-98.2 and E-FP-98.3 as shown on Section F, Sheet 4	Diversion route between points E-FP-98.2 and E-FP-98.3 via lines E-FP-98-D1 as shown on Section F, Sheet 4
Essex County Council	Broomfield 3	Between points E-FP-99.2 and E-FP-99.3 as shown on Section F, Sheet 5	Diversion route between points E-FP-99.2 and E-FP-99.3 via lines E-FP-99-D1 as shown on Section F, Sheet 5
Essex County Council	Broomfield 31	Between points E-FP-101.1 and E-FP-101.3 as shown on Section	Diversion route between points E-FP-101.2 and E-FP-101.4

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(1) *Area*	(2) *Public right of way*	(3) *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*	(4) *Temporary diversion as shown on the access, rights of way and public rights of navigation plans*
		F, Sheet 5	via lines E-FP-101-D1 as shown on Section F, Sheet 5
Essex County Council	Broomfield 9	Between points E-FP-102.3 and E-FP-102.4 as shown on Section F, Sheet 5	Diversion route between points E-FP-102.3 and E-FP-102.4 via lines E-FP-102-D1 as shown on Section F, Sheet 5
Essex County Council	Broomfield 5	Between points E-FP-103.2 and E-FP-103.3 as shown on Section F, Sheet 5	Diversion route between points E-FP-103.2 and E-FP-103.3 via lines E-FP-103-D1 as shown on Section F, Sheet 5
Essex County Council	Chignall 26	Between points E-FP-104.1 and E-FP-104.2 as shown on Section F, Sheet 5	Diversion route between points E-FP-104.1 and E-FP-104.2 via lines E-FP-104-D1 as shown on Section F, Sheet 5
Essex County Council	Chignall 30	Between points E-FP-106.2 and E-FP-106.3 as shown on Section F, Sheet 6	Diversion route between points E-FP-106.2 and E-FP-106.3 via lines E-FP-106-D1 as shown on Section F, Sheet 6
Essex County Council	Writtle 83	Between points E-FP-109.2 and E-FP-109.3 as shown on Section F, Sheet 8	Diversion route between points E-FP-109.2 and E-FP-109.3 via lines E-FP-109-D1 as shown on Section F, Sheet 8
Essex County Council	Writtle 66	Between points E-FP-112.1 and E-FP-112.2 as shown on Section F, Sheet 8	Diversion route between points E-FP-112.1 and E-FP-112.2 via lines E-FP-112-D1 as shown on Section F, Sheet 8
Essex County Council	Writtle 69	Between points E-FP-113.2 and E-FP-113.3 and between points E-FP-113.6 and E-FP-113.7 as shown on Section F, Sheet 9	Diversion route between points E-FP-113.2 and E-FP-113.3 via lines E-FP-113-D1 and between points E-FP-113.6 and E-FP-113.7 via lines E-FP-113-D2 as shown on Section F, Sheet 9
Essex County Council	Writtle 68	Between points E-FP-	Diversion route

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(1) *Area*	(2) *Public right of way*	(3) *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*	(4) *Temporary diversion as shown on the access, rights of way and public rights of navigation plans*
		114.1 and E-FP-114.3 as shown on Section F, Sheet 9	between points E-FP-114.1 and E-FP-114.2 via lines E-FP-114-D1 as shown on Section F, Sheet 9
Essex County Council	Margaretting 38	Between points E-FP-117.2 and E-FP-117.3 as shown on Section F, Sheet 10	Diversion route between points E-FP-117.2 and E-FP-117.3 via lines E-FP-117-D1 as shown on Section F, Sheet 10
Essex County Council	Margaretting 13	Between points E-FP-118.2 and E-FP-118.3 as shown on Section F, Sheet 10	Diversion route between points E-FP-118.2 and E-FP-118.3 via lines E-FP-118-D1 as shown on Section F, Sheet 10
Essex County Council	Ingatestone and Fryerning 23	Between points E-FP-119.2 and E-FP-119.3 as shown on Section F, Sheet 10	Diversion route between points E-FP-119.2 and E-FP-119.3 via lines E-FP-119-D1 as shown on Section F, Sheet 10
Essex County Council	Stock 37	Between points E-FP-122.2 and E-FP-122.3 as shown on Section G, Sheet 1	Diversion route between points E-FP-122.1 and E-FP-122.3 via lines E-FP-122-D1 as shown on Section G, Sheet 1
Essex County Council	Brentwood 96	Between points E-FP-127.2 and E-FP-127.3 as shown on Section G, Sheet 4	Diversion route between points E-FP-127.2 and E-FP-127.3 via lines E-FP-127-D1 as shown on Section G, Sheet 4
Essex County Council	Little Burstead 15	Between points E-FP-132.1 and E-FP-132.2 as shown on Section G, Sheet 4	Diversion route between points E-FP-132.1 and E-FP-132.2 via lines E-FP-132-D1 as shown on Section G, Sheet 4
Essex County Council	Little Burstead 19	Between points E-FP-135.2 and E-FP-135.3 as shown on Section G, Sheet 5	Diversion route between points E-FP-135.2 and E-FP-135.3 via lines E-FP-135-D1 as shown on Section G, Sheet 5
Essex County Council	Little Burstead 54	Between points E-FP-137.2 and E-FP-137.3 as shown on Section	Diversion route between points E-FP-137.2 and E-FP-137.3

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(1) *Area*	(2) *Public right of way*	(3) *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*	(4) *Temporary diversion as shown on the access, rights of way and public rights of navigation plans*
		G, Sheet 5	via lines E-FP-137-D1 as shown on Section G, Sheet 5
Essex County Council	Basildon 161	Between points E-BR-139.2 and E-BR-139.3 as shown on Section G, Sheet 6	Diversion route between points E-BR-139.1 and E-BR-139.3 via lines E-BR-139-D1 as shown on Section G, Sheet 6
Essex County Council	West Horndon 61	Between points E-BR-140.2 and E-BR-140.3 as shown on Section G, Sheet 6	Diversion route between points E-BR-140.2 and E-BR-140.4 via lines E-BR-139-D1 as shown on Section G, Sheet 6
Essex County Council	West Horndon 62	Between points E-FP-141.2 and E-FP-141.3 as shown on Section G, Sheet 6	Diversion route between points E-FP-141.2 and E-FP-141.3 via lines E-FP-141-D1 as shown on Section G, Sheet 6
Essex County Council	West Horndon 69	Between points E-FP-142.1 and E-FP-142.2 as shown on Section G, Sheet 6	Diversion route between points E-FP-142.1 and E-FP-142.2 via lines E-FP-142-D1 as shown on Section G, Sheet 6
Essex County Council	West Horndon 68	Between points E-FP-143.2 and E-FP-143.4 as shown on Section G, Sheet 6	Diversion route between points E-FP-143.2 and E-FP-143.3 via lines E-FP-143-D1 as shown on Section G, Sheet 6
Thurrock Council	Footpath 91	Between points T-FP-2.4 and T-FP-2.5 as shown on Section H, Sheets 1B and 2	Diversion route between points T-FP-2.4 and T-FP-2.5 via lines T-FP-2-D1 as shown on Section H, Sheets 1B and 2
Thurrock Council	Footpath 10	Between points T-FP-3.1 and T-FP-3.2 as shown on Section H, Sheet 2	Diversion route between points T-FP-3.1 and T-FP-3.2 via lines T-FP-3-D1 as shown on Section H, Sheet 2
Thurrock Council	Footpath 42	Between points T-FP-9.4 and T-FP-9.5 as shown on Section H, Sheet 4	Diversion route between points T-FP-9.4 and T-FP-9.5 via lines T-FP-9-D1 as shown on Section H,

(1) *Area*	(2) *Public right of way*	(3) *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*	(4) *Temporary diversion as shown on the access, rights of way and public rights of navigation plans*
			Sheet 4
Thurrock Council	Hoford Road (ORPA)	No temporary closure (diversion is additional temporary provision)	Between points T-ORPA-1.1 and T-ORPA-1.2 via lines T-ORPA-1-D1 as shown on Section H, Sheet 4
Thurrock Council	Bridleway 63	Between points T-BR-12.2 and T-BR-12.3 as shown on Section H, Sheet 5	Diversion route between points T-BR-12.2 and T-BR-12.3 via lines T-BR-12-D1 as shown on Section H, Sheet 5
Thurrock Council	Footpath 67	Between points T-FP-13.2 and T-FP-13.3 as shown on Section H, Sheet 5	Diversion route between points T-FP-13.2 and T-FP-13.3 via lines T-FP-13-D1 as shown on Section H, Sheet 5

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PART 4

PUBLIC RIGHTS OF WAY TO BE TEMPORARILY CLOSED FOR WHICH NO DIVERSION IS TO BE PROVIDED

(1) *Area*	(2) *Public right of way*	(3) *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*
Norfolk County Council	Swardeston BR12	Between points N-BR-1.1 and N-BR-1.2 as shown on Section A, Sheet 1
Norfolk County Council	Swardeston BR9	Between points N-BR-2.1 and N-BR-2.2 as shown on Section A, Sheet 1
Norfolk County Council	Stoke Holy Cross BR3	Between points N-BR-3.1 and N-BR-3.2 as shown on Section A, Sheet 1
Norfolk County Council	Swainsthorpe BOAT6	Between points N-BT-4.1 and N-BT-4.2 as shown on Section A, Sheet 1
Norfolk County Council	Mulbarton FP12	Between points N-FP-5.1 and N-FP-5.2 and between points N-FP-5.3 and N-FP-5.4 and between points N-FP-5.5 and N-FP-5.6 as shown on Section

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(1) *Area*	(2) *Public right of way*	(3) *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*
		A, Sheet 2
Norfolk County Council	Newton Flotman FP2	Between points N-FP-6.1 and N-FP-6.2 as shown on Section A, Sheet 2
Norfolk County Council	Newton Flotman FP1	Between points N-FP-7.1 and N-FP-7.2 and between points N-FP-7.3 and N-FP-7.4 as shown on Section A, Sheet 2
Norfolk County Council	Mulbarton FP11	Between points N-FP-8.1 and N-FP-8.2 as shown on Section A, Sheet 2
Norfolk County Council	Bracon Ash FP16	Between points N-FP-9.1 and N-FP-9.2 as shown on Section A, Sheet 3
Norfolk County Council	Bracon Ash FP12	Between points N-FP-10.1 and N-FP-10.2 and between points N-FP-10.2 and N-FP-10.3 as shown on Section A, Sheet 4
Norfolk County Council	Flordon FP1	Between points N-FP-11.1 and N-FP-11.2 and between points N-FP-11.3 and N-FP-11.4 as shown on Section A, Sheet 4
Norfolk County Council	Flordon FP2	Between points N-FP-12.1 and N-FP-12.2 and between points N-FP-12.3 and N-FP-12.4 as shown on Section A, Sheet 4
Norfolk County Council	Tharston FP33	Between points N-FP-13.1 and N-FP-13.2 as shown on Section A, Sheet 4
Norfolk County Council	Flordon FP6	Between points N-FP-14.1 and N-FP-14.2 and between points N-FP-14.3 and N-FP-14.4 as shown on Section A, Sheet 4
Norfolk County Council	Tharston BR1	Between points N-BR-15.1 and N-BR-15.2 and between points N-BR-15.3 and N-BR-15.4 as shown on Section A, Sheet 4
Norfolk County Council	Ashwellthorpe FP5	Between points N-FP-16.1 and N-FP-16.2 and between points N-FP-16.3 and N-FP-16.4 and between points N-FP-16.5 and N-FP-16.6 and between points N-FP-16.7 and N-FP-16.8 as shown on Section A, Sheet 5

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(1) *Area*	*(2)* *Public right of way*	*(3)* *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*
Norfolk County Council	Tacolneston FP9	Between points N-FP-17.1 and N-FP-17.2 as shown on Section A, Sheet 5
Norfolk County Council	Tacolneston FP10	Between points N-FP-18.1 and N-FP-18.2 as shown on Section A, Sheet 5
Norfolk County Council	Forncett FP26	Between points N-FP-20.1 and N-FP-20.2 and between points N-FP-20.3 and N-FP-20.4 as shown on Section A, Sheet 6
Norfolk County Council	Forncett FP28	Between points N-FP-21.1 and N-FP-21.2 as shown on Section A, Sheet 6
Norfolk County Council	Forncett FP29	Between points N-FP-22.1 and N-FP-22.2 as shown on Section A, Sheet 6
Norfolk County Council	Bunwell FP10	Between points N-FP-23.1 and N-FP-23.2 and between points N-FP-23.3 and N-FP-23.4 as shown on Section A, Sheet 7
Norfolk County Council	Bunwell FP12	Between points N-FP-24.1 and N-FP-24.2 and between points N-FP-24.3 and N-FP-24.4 as shown on Section A, Sheet 7
Norfolk County Council	Bunwell FP14	Between points N-FP-25.1 and N-FP-25.2 as shown on Section A, Sheet 7
Norfolk County Council	Bunwell FP8	Between points N-FP-26.1 and N-FP-26.2 as shown on Section A, Sheet 7
Norfolk County Council	Bunwell FP17	Between points N-FP-27.1 and N-FP-27.2 and between points N-FP-27.3 and N-FP-27.4 as shown on Section A, Sheet 8
Norfolk County Council	Bunwell FP18	Between points N-FP-28.1 and N-FP-28.2 as shown on Section A, Sheet 8
Norfolk County Council	Carleton Rode FP27	Between points N-FP-29.1 and N-FP-29.2 as shown on Section A, Sheet 8
Norfolk County Council	Carleton Rode FP28	Between points N-FP-30.1 and N-FP-30.2 and between points N-FP-30.3 and N-FP-30.4 as shown on Section A, Sheet 8
Norfolk County Council	Tibenham FP3	Between points N-FP-31.1

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(1) *Area*	*(2)* *Public right of way*	*(3)* *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*
		and N-FP-31.2 as shown on Section A, Sheet 8
Norfolk County Council	Tibenham FP16	Between points N-FP-32.1 and N-FP-32.2 as shown on Section A, Sheet 8
Norfolk County Council	Tibenham FP14	Between points N-FP-33.1 and N-FP-33.2 as shown on Section A, Sheet 8
Norfolk County Council	Tibenham FP20	Between points N-FP-34.1 and N-FP-34.2 as shown on Section A, Sheet 9
Norfolk County Council	Tibenham FP26	Between points N-FP-35.1 and N-FP-35.2 as shown on Section A, Sheet 9
Norfolk County Council	Diss FP4	Between points N-FP-36.1 and N-FP-36.2 as shown on Section A, Sheet 9
Norfolk County Council	Diss BR5	Between points N-BR-37.1 and N-BR-37.2 as shown on Section A, Sheet 9
Norfolk County Council	Winfarthing FP26	Between points N-FP-38.1 and N-FP-38.2 as shown on Section A, Sheet 9
Norfolk County Council	Diss FP8	Between points N-FP-39.1 and N-FP-39.2 and between points N-FP-39.3 and N-FP-39.4 and between points N-FP-39.5 and N-FP-39.6 and between points N-FP-39.7 and N-FP-39.8 as shown on Section A, Sheet 9
Norfolk County Council	Diss FP9	Between points N-FP-40.1 and N-FP-40.2 as shown on Section A, Sheet 9
Norfolk County Council	Winfarthing FP22	Between points N-FP-41.1 and N-FP-41.2 as shown on Section A, Sheet 10
Norfolk County Council	Winfarthing FP25	Between points N-FP-42.1 and N-FP-42.2 as shown on Section A, Sheet 10
Norfolk County Council	Shelfanger FP9	Between points N-FP-43.1 and N-FP-43.2 as shown on Section A, Sheet 11
Norfolk County Council	Diss FP20	Between points N-FP-44.1 and N-FP-44.2 as shown on Section A, Sheet 11
Norfolk County Council	Roydon South Norfolk FP2	Between points N-FP-45.1 and N-FP-45.2 and between points N-FP-45.3 and N-FP-45.4 as shown on Section A,

(1) *Area*	*(2)* *Public right of way*	*(3)* *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*
		Sheet 12
Norfolk County Council	Roydon South Norfolk FP4	Between points N-FP-46.2 and N-FP-46.3 as shown on Section A, Sheet 13
Norfolk County Council	Roydon South Norfolk FP14	Between points N-FP-47.1 and N-FP-47.2 and between points N-FP-45.3 and N-FP-45.4 as shown on Section A, Sheet 13
Suffolk County Council	W-426/003/0	Between points S-FP-1.1 and S-FP-1.2 and between points S-FP-1.3 and S-FP-1.4 as shown on Section A, Sheet 13
Suffolk County Council	Dams Lane (ORPA)	Between points S-ORPA-1.1 and S-ORPA-1.2 and between points S-ORPA-1.3 and S-ORPA-1.4 as shown on Sections B, Sheets 1 and 3
Suffolk County Council	W-426/004/0	Between points S-FP-2.1 and S-FP-2.2 as shown on Section B, Sheet 2
Suffolk County Council	W-426/012/0	Between points S-FP-3.1 and S-FP-3.2 and between points S-FP-3.3 and S-FP-3.4 and between points S-FP-3.5 and S-FP-3.6 as shown on Section B, Sheet 2
Suffolk County Council	W-426/013/0	Between points S-FP-4.1 and S-FP-4.2 as shown on Section B, Sheet 2
Suffolk County Council	W-426/015/0	Between points S-FP-5.1 and S-FP-5.2 as shown on Section B, Sheet 1
Suffolk County Council	W-426/018/0	Between points S-FP-6.1 and S-FP-6.2 as shown on Section B, Sheet 1
Suffolk County Council	W-426/016/0	Between points S-FP-7.1 and S-FP-7.2 as shown on Section B, Sheet 2
Suffolk County Council	W-522/012/0	Between points S-FP-9.1 and S-FP-9.2 as shown on Section B, Sheet 2
Suffolk County Council	W-172/009/0	Between points S-FP-8.1 and S-FP-8.2 and between points S-FP-8.3 and S-FP-8.4 as shown on Section B, Sheet 3
Suffolk County Council	W-172/010/0	Between points S-BR-10.1 and S-BR-10.2 as shown on Section B, Sheet 3
Suffolk County Council	W-389/002/0	Between points S-FP-11.1 and

(1) *Area*	*(2)* *Public right of way*	*(3)* *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*
		S-FP-11.2 as shown on Section B, Sheet 3
Suffolk County Council	Drury Lane (ORPA)	Between points S-ORPA-4.1 and S-ORPA-4.2 as shown on Section B, Sheet 3
Suffolk County Council	Furze Way (ORPA)	Between points S-ORPA-2.1 and S-ORPA-2.2 as shown on Section B, Sheet 4
Suffolk County Council	W-172/031/0	Between points S-FP-12.1 and S-FP-12.2 as shown on Section B, Sheet 4
Suffolk County Council	W-172/032/0	Between points S-FP-13.1 and S-FP-13.2 as shown on Section B, Sheet 4
Suffolk County Council	W-172/034/0	Between points S-BT-14.1 and S-BT-14.2 as shown on Section B, Sheet 4
Suffolk County Council	W-447/005/0	Between points S-FP-16.1 and 16.2 as shown on Section B, Sheet 22
Suffolk County Council	W-172/035/0	Between points S-BT-17.1 and S-BT-17.2 as shown on Section B, Sheet 4
Suffolk County Council	W-172/036/0	Between points S-FP-18.1 and S-FP-18.2 as shown on Section B, Sheet 5
Suffolk County Council	W-172/027/0	Between points S-FP-19.1 and S-FP-19.2 and between points S-FP-19.3 and S-FP-19.4 as shown on Section B, Sheet 5
Suffolk County Council	W-267/014/0	Between points S-BR-20.1 and S-BR-20.2 and between points S-FP-20.3 and S-FP-20.4 as shown on Section B, Sheet 5
Suffolk County Council	W-267/021/0	Between points S-FP-21.1 and S-FP-21.2 and between points S-FP-21.3 and S-FP-21.4 as shown on Section B, Sheet 6
Suffolk County Council	W-267/022/0	Between points S-FP-22.1 and S-FP-22.2 and between points S-FP-22.3 and S-FP-22.4 and between points S-FP-22.5 and S-FP-22.6 as shown on Section B, Sheet 6
Suffolk County Council	W-246/011/0	Between points S-FP-23.1 and S-FP-23.2 as shown on Section B, Sheet 7
Suffolk County Council	W-563/001/0	Between points S-FP-27.1 and S-FP-27.2 as shown on

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(1) *Area*	(2) *Public right of way*	(3) *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*
		Section B, Sheet 7
Suffolk County Council	W-563/046/0	Between points S-FP-28.1 and S-FP-28.2 and between points S-FP-28.3 and S-FP-28.4 as shown on Section B, Sheet 8
Suffolk County Council	W-203/028/0	Between points S-FP-29.1 and S-FP-29.2 as shown on Section B, Sheet 8
Suffolk County Council	W-392/059/0	Between points S-BT-30.1 and S-BT-30.2 as shown on Section B, Sheet 9
Suffolk County Council	W-392/046/0	Between points S-FP-31.1 and S-FP-31.2 and between points S-FP-31.3 and S-FP-31.4 as shown on Section B, Sheet 9
Suffolk County Council	W-392/041/0	Between points S-FP-32.1 and S-FP-32.2 as shown on Section B, Sheet 9
Suffolk County Council	W-392/066/0	Between points S-BT-33.1 and S-BT-33.2 and between points S-BT-33.3 and S-BT-33.4 and between points S-BT-33.5 and S-BT-33.6 as shown on Section B, Sheet 9
Suffolk County Council	W-265/017/0	Between points S-BT-34.1 and S-BT-34.2 and between points S-BT-34.3 and S-BT-34.4 and between points S-BT-34.5 and S-BT-34.6 as shown on Section B, Sheet 9
Suffolk County Council	W-392/038/0	Between points S-FP-35.1 and S-FP-35.2 as shown on Section B, Sheet 9
Suffolk County Council	W-392/035/0	Between points S-BR-36.1 and S-BR-36.2 as shown on Section B, Sheet 9
Suffolk County Council	W-499/007/0	Between points S-FP-37.1 and S-FP-37.2 as shown on Section B, Sheet 10
Suffolk County Council	W-499/008/0	Between points S-FP-38.1 and S-FP-38.4 and between points S-FP-38.2 and S-FP-38.3 as shown on Section B, Sheet 10
Suffolk County Council	W-499/010/0	Between points S-FP-39.1 and S-FP-39.2 as shown on Section B, Sheet 10
Suffolk County Council	W-499/015/0	Between points S-FP-40.1 and S-FP-40.2 as shown on Section B, Sheet 10
Suffolk County Council	W-209/006/0	Between points S-FP-41.1 and

(1) *Area*	(2) *Public right of way*	(3) *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*
		S-FP-41.2 and between points S-FP-41.3 and S-FP-41.4 as shown on Section B, Sheet 11
Suffolk County Council	E-227/063/0	Between points S-FP-42.1 and S-FP-42.2 as shown on Section B, Sheet 11
Suffolk County Council	E-227/062/0	Between points S-FP-43.1 and S-FP-43.2 and between points S-FP-43.3 and S-FP-43.4 as shown on Section B, Sheet 11
Suffolk County Council	E-227/062/0	Between points S-FP-43.1 and S-FP-43.2 and between points S-FP-43.3 and S-FP-43.4 as shown on Section B, Sheet 11
Suffolk County Council	E-227/059/0	Between points S-FP-44.1 and S-FP-44.2 as shown on Section B, Sheet 11
Suffolk County Council	W-209/012/0	Between points S-FP-45.1 and S-FP-45.2 as shown on Section B, Sheet 11
Suffolk County Council	W-209/014/0	Between points S-FP-46.1 and S-FP-46.2 and between points S-FP-46.4 and S-FP-46.5 as shown on Section B, Sheet 12
Suffolk County Council	W-209/023/0	Between points S-FP-47.1 and S-FP-47.2 as shown on Section B, Sheet 12
Suffolk County Council	W-117/023/0	Between points S-FP-49.2 and S-FP-49.3 and between points S-FP-49.4 and S-FP-49.5 as shown on Section B, Sheet 13
Suffolk County Council	W-129/015/0	Between points S-FP-50.1 and S-FP-50.2 and between points S-FP-50.3 and S-FP-50.4 as shown on Section B, Sheet 14
Suffolk County Council	W-121/012/0	Between points S-FP-51.1 and S-FP-51.2 as shown on Section B, Sheet 14
Suffolk County Council	W-129/016/0	Between points S-FP-52.2 and S-FP-52.3 and between points S-FP-52.4 and S-FP-52.5 as shown on Section B, Sheet 14
Suffolk County Council	W-129/019/0	Between points S-FP-53.1 and S-FP-53.2 as shown on Section B, Sheet 14
Suffolk County Council	W-129/017/0	Between points S-FP-54.1 and S-FP-54.2 as shown on Section B, Sheet 14
Suffolk County Council	W-121/114/0	Between points S-FP-55.1 and S-FP-55.2 as shown on

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(1) *Area*	*(2)* *Public right of way*	*(3)* *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*
		Section B, Sheet 14
Suffolk County Council	W-121/015/0	Between points S-FP-56.1 and S-FP-56.2 as shown on Section B, Sheet 14
Suffolk County Council	W-121/016/0	Between points S-FP-57.1 and S-FP-57.2 and between points S-FP-57.3 and S-FP-57.4 as shown on Section B, Sheet 14
Suffolk County Council	W-129/018/0	Between points S-FP-58.1 and S-FP-58.2 and between points S-FP-58.3 and S-FP-58.4 and between points S-FP-58.5 and S-FP-58.6 as shown on Section B, Sheet 14
Suffolk County Council	W-121/009/0	Between points S-FP-59.1 and S-FP-59.2 as shown on Section B, Sheet 14
Suffolk County Council	W-121/017/0	Between points S-FP-60.1 and S-FP-60.2 as shown on Section B, Sheet 14
Suffolk County Council	W-121/019/0	Between points S-FP-61.1 and S-FP-61.2 and between points S-FP-61.3 and S-FP-61.4 as shown on Section B, Sheet 14
Suffolk County Council	W-121/020/0	Between points S-FP-62.1 and S-FP-62.2 as shown on Section B, Sheet 14
Suffolk County Council	W-121/021/0	Between points S-FP-63.1 and S-FP-63.2 and between points S-FP-63.3 and S-FP-63.4 as shown on Section B, Sheet 14
Suffolk County Council	W-121/024/0	Between points S-FP-64.1 and S-FP-64.2 and between points S-FP-63.3 and S-FP-63.4 as shown on Section B, Sheet 14
Suffolk County Council	W-121/073/0	Between points S-FP-65.1 and S-FP-65.2 as shown on Section B, Sheet 14
Suffolk County Council	W-129/024/0	Between points S-FP-66.1 and S-FP-66.2 as shown on Section B, Sheet 15
Suffolk County Council	W-121/004/0	Between points S-FP-69.1 and S-FP-69.2 as shown on Section B, Sheet 15
Suffolk County Council	W-121/003/0	Between points S-FP-70.1 and S-FP-70.2 as shown on Section B, Sheet 16
Suffolk County Council	W-449/021/0	Between points S-FP-71.1 and S-FP-71.2 as shown on Section B, Sheet 16

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(1) *Area*	*(2)* *Public right of way*	*(3)* *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*
Suffolk County Council	W-566/002/0	Between points S-FP-72.1 and S-FP-72.2 as shown on Section B, Sheet 16
Suffolk County Council	W-449/051/0	Between points S-FP-73.1 and S-FP-73.2 as shown on Section B, Sheet 16
Suffolk County Council	W-449/041/0	Between points S-FP-74.1 and S-FP-74.2 as shown on Section B, Sheet 16
Suffolk County Council	W-566/020/0	Between points S-FP-75.1 and S-FP-75.2 as shown on Section B, Sheet 16
Suffolk County Council	W-566/021/0	Between points S-BR-76.1 and S-BR-76.2 as shown on Section B, Sheet 16
Suffolk County Council	W-566/014/0	Between points S-BR-77.1 and S-BR-77.2 as shown on Section B, Sheet 17
Suffolk County Council	W-418/049/0	Between points S-BR-78.1 and S-BR-78.2 as shown on Section B, Sheet 17
Suffolk County Council	W-418/016/0	Between points S-FP-79.1 and S-FP-79.2 as shown on Section B, Sheet 17
Suffolk County Council	W-418/013/0	Between points S-FP-80.1 and S-FP-80.2 as shown on Section B, Sheet 17
Suffolk County Council	W-418/035/0	Between points S-FP-81.1 and S-FP-81.2 as shown on Section B, Sheet 17
Suffolk County Council	W-418/034/0	Between points S-FP-82.1 and S-FP-82.2 as shown on Section B, Sheet 17
Suffolk County Council	W-418/031/0	Between points S-FP-83.1 and S-FP-83.2 as shown on Section B, Sheet 17
Suffolk County Council	W-418/057/0	Between points S-FP-84.1 and S-FP-84.2 as shown on Section B, Sheet 17
Suffolk County Council	W-418/058/0	Between points S-FP-85.2 and S-FP-85.3 as shown on Section B, Sheet 17
Suffolk County Council	W-418/050/0	Between points S-FP-86.1 and S-FP-86.2 and between points S-FP-86.3 and S-FP-86.4 as shown on Section B, Sheet 17
Suffolk County Council	W-418/027/0	Between points S-FP-87.1 and S-FP-87.2 as shown on Section B, Sheet 17
Suffolk County Council	W-418/023/0	Between points S-FP-88.1 and

(1) *Area*	*(2)* *Public right of way*	*(3)* *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*
		S-FP-88.2 as shown on Section B, Sheet 18
Suffolk County Council	W-418/021/0	Between points S-FP-89.1 and S-FP-89.2 as shown on Section B, Sheet 18
Suffolk County Council	W-418/028/0	Between points S-FP-90.1 and S-FP-90.2 and between points S-FP-90.3 and S-FP-90.4 as shown on Section B, Sheet 17
Suffolk County Council	W-418/022/0	Between points S-FP-91.1 and S-FP-91.2 and between points S-FP-91.3 and S-FP-91.4 as shown on Section B, Sheet 17
Suffolk County Council	W-472/005/0	Between points S-FP-92.1 and S-FP-92.2 and between points S-FP-92.3 and S-FP-92.4 as shown on Section B, Sheet 18
Suffolk County Council	W-472/004/0	Between points S-FP-93.1 and S-FP-93.2 and between points S-FP-93.3 and S-FP-93.4 and between points S-FP-93.5 and S-FP-93.6 as shown on Section B, Sheet 18
Suffolk County Council	W-472/002/0	Between points S-FP-94.1 and S-FP-94.2 as shown on Section B, Sheet 17
Suffolk County Council	W-472/001/0	Between points S-FP-95.1 and S-FP-95.2 as shown on Section B, Sheet 18
Suffolk County Council	W-472/003/0	Between points S-FP-96.1 and S-FP-96.2 as shown on Section B, Sheet 17
Suffolk County Council	W-472/025/0	Between points S-FP-97.1 and S-FP-97.2 and between points S-FP-97.3 and S-FP-97.4 as shown on Section B, Sheet 18
Suffolk County Council	W-472/036/0	Between points S-FP-98.1 and S-FP-98.2 and between points S-FP-98.3 and S-FP-98.4 and between points S-FP-98.5 and S-FP-98.6 as shown on Section B, Sheet 18
Suffolk County Council	W-472/027/0	Between points S-FP-99.1 and S-FP-99.2 and between points S-FP-99.3 and S-FP-99.4 as shown on Section B, Sheet 18
Suffolk County Council	W-472/022/0	Between points S-FP-100.1 and S-FP-100.2 as shown on Section B, Sheet 18
Suffolk County Council	W-472/017/0	Between points S-FP-101.1

(1) Area	(2) Public right of way	(3) Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans
		and S-FP-101.2 as shown on Section B, Sheet 19
Suffolk County Council	W-370/052/0	Between points S-FP-103.1 and S-FP-103.2 as shown on Section B, Sheet 19
Suffolk County Council	W-370/053/0	Between points S-FP-104.1 and S-FP-104.2 as shown on Section B, Sheet 19
Suffolk County Council	W-155/001/0	Between points S-BR-105.1 and S-BR-105.2 as shown on Section B, Sheet 20
Suffolk County Council	W-174/012/0	Between points S-FP-106.1 and S-FP-106.2 as shown on Section B, Sheet 20
Suffolk County Council	W-174/011/0	Between points S-FP-107.1 and S-FP-107.2 as shown on Section B, Sheet 20
Suffolk County Council	W-155 042/0	Between points S-RB-108.1 and S-RB-108.2 and between points S-RB-108.3 and S-RB-108.4 and between points S-RB-108.5 and S-RB-108.6 as shown on Section B, Sheet 20 and Sheet 21
Suffolk County Council	W-155/043/0	Between points S-FP-109.1 and S-FP-109.2 as shown on Section B, Sheet 20
Suffolk County Council	W-155/041/0	Between points S-RB-110.1 and S-RB-110.2 and between points S-RB-110.3 and S-RB-110.4 and between points S-RB-110.5 and S-RB-110.6 and between points S-RB-110.7 and S-RB-110.8 as shown on Section B, Sheet 20
Suffolk County Council	W-155/054/0	Between points S-FP-111.1 and S-FP-111.2 as shown on Section B, Sheet 21
Suffolk County Council	W-155/039/A	Between points S-FP-112.1 and S-FP-112.2 and Between points S-FP-112.3 and S-FP-112.4 and Between points S-FP-112.5 and S-FP-112.6 as shown on Section B, Sheet 21
Suffolk County Council	W-486/006/0	Between points S-FP-113.1 and S-FP-113.2 as shown on Section C, Sheet 1
Suffolk County Council	W-486/004/0	Between points S-FP-114.1 and S-FP-114.2 as shown on Section C, Sheet 1

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(1) *Area*	*(2)* *Public right of way*	*(3)* *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*
Suffolk County Council	W-486/003/0	Between points S-FP-115.2 and S-FP-115.3 as shown on Section C, Sheet 2
Suffolk County Council	W-486/019/0	Between points S-FP-116.1 and S-FP-116.2 as shown on Section C, Sheet 2
Suffolk County Council	W-486/020/0	Between points S-FP-117.1 and S-FP-117.2 as shown on Section C, Sheet 2
Suffolk County Council	W-486/017/0	Between points S-FP-118.1 and S-FP-118.2 and between points S-FP-118.3 and S-FP-118.4 as shown on Section C, Sheet 2
Suffolk County Council	W-486/018/0	Between points S-FP-119.1 and S-FP-119.2 as shown on Section C, Sheet 2
Suffolk County Council	W-318/019/0	Between points S-FP-120.1 and S-FP-120.2 as shown on Section C, Sheet 3
Suffolk County Council	W-185/007/0	Between points S-FP-121.1 and S-FP-121.2 as shown on Section C, Sheet 3
Suffolk County Council	W-543/008/0	Between points S-FP-122.1 and S-FP-122.2 as shown on Section C, Sheet 3
Suffolk County Council	W-543/006/0	Between points S-FP-123.1 and S-FP-123.2 as shown on Section C, Sheet 4
Suffolk County Council	W-185/011/0	Between points S-FP-124.1 and S-FP-124.2 as shown on Section C, Sheet 4
Suffolk County Council	W-185/032/0	Between points S-FP-125.1 and S-FP-125.2 as shown on Section C, Sheet 4
Suffolk County Council	W-185/012/0	Between points S-FP-126.1 and S-FP-126.2 as shown on Section C, Sheet 4
Suffolk County Council	W-543/005/0	Between points S-FP-127.1 and S-FP-127.2 as shown on Section C, Sheet 4
Suffolk County Council	W-543/004/0	Between points S-FP-128.1 and S-FP-128.2 as shown on Section C, Sheet 4
Suffolk County Council	W-185/014/0	Between points S-FP-129.1 and S-FP-129.2 as shown on Section C, Sheet 4
Suffolk County Council	W-543/003/0	Between points S-FP-130.1 and S-FP-130.2 and between points S-FP-130.3 and S-FP-

(1) *Area*	(2) *Public right of way*	(3) *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*
		130.4 as shown on Section C, Sheet 4
Suffolk County Council	W-381/006/0	Between points S-BR-132.1 and S-BR-132.2 as shown on Section C, Sheet 5
Suffolk County Council	W-381/005/0	Between points S-BR-133.1 and S-BR-133.2 as shown on Section C, Sheet 5
Suffolk County Council	W-284/011/0	Between points S-FP-134.1 and S-FP-134.2 as shown on Section C, Sheet 5
Suffolk County Council	W-284/013/0	Between points S-FP-135.1 and S-FP-135.2 as shown on Section C, Sheet 6
Suffolk County Council	W-284/014/0	Between points S-BR-136.3 and S-BR-136.4 as shown on Section C, Sheet 6
Suffolk County Council	W-284/008/0	Between points S-FP-137.1 and S-FP-137.2 as shown on Section C, Sheet 6
Suffolk County Council	W-438/007/0	Between points S-FP-138.1 and S-FP-138.2 as shown on Section C, Sheet 6
Suffolk County Council	W-438/014/0	Between points S-FP-139.1 and S-FP-139.2 as shown on Section C, Sheet 6
Suffolk County Council	W-438/015/0	Between points S-FP-140.1 and S-FP-140.2 as shown on Section C, Sheet 6
Suffolk County Council	W-284/006/0	Between points S-FP-141.1 and S-FP-141.2 and Between points S-FP-141.3 and S-FP-141.4 as shown on Section C, Sheet 7
Suffolk County Council	W-438/023/0	Between points S-FP-142.1 and S-FP-142.2 as shown on Section C, Sheet 7
Suffolk County Council	W-438/050/0	Between points S-FP-143.1 and S-FP-143.2 as shown on Section C, Sheet 7
Suffolk County Council	W-323/022/0	Between points S-FP-144.1 and S-FP-144.2 as shown on Section C, Sheet 7
Suffolk County Council	W-323/012/0	Between points S-FP-146.1 and S-FP-146.2 as shown on Section C, Sheet 8
Suffolk County Council	W-323/015/0	Between points S-BR-147.1 and S-BR-147.2 as shown on Section C, Sheet 8
Suffolk County Council	W-323/009/0	Between points S-FP-148.1

(1) *Area*	(2) *Public right of way*	(3) *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*
		and S-FP-148.2 as shown on Section C, Sheet 7
Suffolk County Council	W-323/008/0	Between points S-FP-149.1 and S-FP-149.2 as shown on Section C, Sheet 7
Suffolk County Council	W-323/006/0	Between points S-BR-150.1 and S-BR-150.2 as shown on Section C, Sheet 7
Suffolk County Council	W-503/006/0	Between points S-FP-151.1 and S-FP-151.2 as shown on Section C, Sheet 9
Suffolk County Council	W-315/011/0	Between points S-FP-152.1 and S-FP-152.2 as shown on Section C, Sheet 9
Essex County Council	Langham 1	Between points E-FP-1.1 and E-FP-1.2 and between points E-FP-1.4 and E-FP-1.5 as shown on Section C, Sheet 9
Essex County Council	Langham 3	Between points E-FP-2.1 and E-FP-2.2 and between points E-FP-2.3 and E-FP-2.4 as shown on Section C, Sheet 10
Essex County Council	Langham 18	Between points E-FP-3.1 and E-FP-3.2 and between points E-FP-3.3 and E-FP-3.4 as shown on Section C, Sheet 10
Essex County Council	Langham 15	Between points E-FP-4.1 and E-FP-4.2 as shown on Section C, Sheet 10
Essex County Council	Langham 17	Between points E-FP-6.1 and E-FP-6.2 as shown on Section C, Sheet 10
Essex County Council	Langham 22	Between points E-FP-7.1 and E-FP-7.2 and between points E-FP-7.3 and E-FP-7.4 as shown on Section C, Sheet 10
Essex County Council	Langham 20	Between points E-BR-9.1 and E-BR-9.2 and between points E-BR-9.3 and E-BR-9.4 and between points E-BR-9.5 and E-BR-9.6 as shown on Section C, Sheet 11
Essex County Council	Dedham 4	Between points E-FP-10.1 and E-FP-10.2 as shown on Section C, Sheet 11
Essex County Council	Dedham 8	Between points E-FP-11.1 and E-FP-11.2 as shown on Section C, Sheet 11
Essex County Council	Ardleigh 2	Between points E-BR-12.1 and E-BR-12.2 and between

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(1) *Area*	(2) *Public right of way*	(3) *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*
		points E-BR-12.3 and E-BR-12.4 and between points E-BR-12.5 and E-BR-12.6 as shown on Section C, Sheet 13
Essex County Council	Ardleigh 24	Between points E-FP-13.1 and E-FP-13.2 as shown on Section C, Sheet 13
Essex County Council	Ardleigh 3	Between points E-FP-14.1 and E-FP-14.2 as shown on Section C, Sheet 13
Essex County Council	Ardleigh 27	Between points E-FP-145.1 and 145.2 as shown on Section C, Sheet 13
Essex County Council	Ardleigh 42	Between points E-FP-146.1 and 146.2 and between points E-FP-146.3 and 146.4 as shown on Section C, Sheet 13
Essex County Council	Ardleigh 28	Between points E-FP-15.1 and E-FP-15.2 and between points E-FP-15.3 and E-FP-15.4 as shown on Section C, Sheet 13 and Sheet 14
Essex County Council	Little Bromley 15	Between points E-FP-16.2 and E-FP-16.3 and between points E-FP-16.4 and E-FP-16.5 as shown on Section C, Sheet 14
Essex County Council	Little Bromley 16	Between points E-FP-17.1 and E-FP-17.2 as shown on Section C, Sheet 15
Essex County Council	Little Bromley 14	Between points E-FP-18.1 and E-FP-18.2 and between points E-FP-18.3 and E-FP-18.4 as shown on Section C, Sheet 15
Essex County Council	Little Bromley 13	Between points E-FP-19.1 and E-FP-19.2 as shown on Section C, Sheet 15
Essex County Council	Little Bromley 7	Between points E-FP-20.1 and E-FP-20.2 as shown on Section C, Sheet 16
Essex County Council	Little Bromley 17	Between points E-FP-21.1 and E-FP-21.2 as shown on Section C, Sheet 15
Essex County Council	Ardleigh 22	Between points E-FP-22.1 and E-FP-22.2 as shown on Section C, Sheet 17
Essex County Council	Langham 54	Between points E-FP-23.1 and E-FP-23.2 as shown on Section D, Sheet 1
Essex County Council	Langham 44	Between points E-FP-24.1 and E-FP-24.2 as shown on

(1) Area	(2) Public right of way	(3) Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans
		Section D, Sheet 1
Essex County Council	Boxted 38	Between points E-FP-25.1 and E-FP-25.2 and between points E-FP-25.3 and E-FP-25.4 as shown on Section D, Sheet 2
Essex County Council	Boxted 28	Between points E-FP-26.1 and E-FP-26.2 as shown on Section D, Sheet 2
Essex County Council	Great Horkesley 30	Between points E-FP-27.2 and E-FP-27.3 as shown on Section D, Sheet 2
Essex County Council	Great Horkesley 49	Between points E-FP-28.1 and E-FP-28.2 and between points E-FP-28.3 and E-FP-28.4 as shown on Section D, Sheet 2
Essex County Council	Great Horkesley 31	Between points E-FP-29.1 and E-FP-29.2 as shown on Section D, Sheet 2
Essex County Council	Great Horkesley 27	Between points E-FP-30.1 and E-FP-30.2 as shown on Section D, Sheet 3
Essex County Council	Great Horkesley 19	Between points E-FP-31.1 and E-FP-31.2 as shown on Section D, Sheet 3
Essex County Council	Fordham 19	Between points E-FP-32.1 and E-FP-32.2 as shown on Section D, Sheet 5
Essex County Council	Fordham 16	Between points E-FP-33.1 and E-FP-33.2 and between points E-FP-33.3 and E-FP-33.4 as shown on Section D, Sheet 5
Essex County Council	Fordham 21	Between points E-FP-35.1 and E-FP-35.2 as shown on Section D, Sheet 5
Essex County Council	Fordham 24	Between points E-FP-36.1 and E-FP-36.2 as shown on Section D, Sheet 5
Essex County Council	Fordham 36	Between points E-FP-37.2 and E-FP-37.3 and between points E-FP-37.4 and E-FP-37.5 as shown on Section D, Sheet 5
Essex County Council	Fordham 35	Between points E-FP-38.1 and E-FP-38.2 as shown on Section D, Sheet 6
Essex County Council	Fordham 33	Between points E-FP-39.1 and E-FP-39.2 and between points E-FP-39.3 and E-FP-39.4 as shown on Section D, Sheet 6
Essex County Council	Aldham 4	Between points E-FP-40.1 and E-FP-40.2 and between points

(1) *Area*	*(2)* *Public right of way*	*(3)* *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*
		E-FP-40.3 and E-FP-40.4 as shown on Section D, Sheet 6
Essex County Council	Aldham 3	Between points E-FP-41.1 and E-FP-41.2 as shown on Section D, Sheet 6
Essex County Council	Aldham 5	Between points E-FP-42.1 and E-FP-42.2 and between points E-FP-42.3 and E-FP-42.4 as shown on Section D, Sheet 6
Essex County Council	Aldham 7	Between points E-FP-43.1 and E-FP-43.2 as shown on Section D, Sheet 6
Essex County Council	Aldham 15	Between points E-FP-44.1 and E-FP-44.2 as shown on Section D, Sheet 7
Essex County Council	Aldham 12	Between points E-FP-45.2 and E-FP-45.3 as shown on Section D, Sheet 7
Essex County Council	Aldham 20	Between points E-BR-46.2 and E-BR-46.3 as shown on Section D, Sheet 8
Essex County Council	Aldham 18	Between points E-FP-47.1 and E-FP-47.2 as shown on Section D, Sheet 8
Essex County Council	Marks Tey 21	Between points E-BW-48.1 and E-BW-48.2 as shown on Section D, Sheet 9
Essex County Council	Marks Tey 4	Between points E-FP-49.1 and E-FP-49.2 as shown on Section D, Sheet 9
Essex County Council	Great Tey 59	Between points E-FP-52.4 and E-FP-52.5 as shown on Section D, Sheet 9
Essex County Council	Great Tey 46	Between points E-BR-54.1 and E-BR-54.2 as shown on Section D, Sheet 9
Essex County Council	Great Tey 42	Between points E-FP-55.1 and E-FP-55.2 as shown on Section D, Sheet 9
Essex County Council	Great Tey 45	Between points E-FP-56.1 and E-FP-56.2 as shown on Section D, Sheet 9
Essex County Council	Great Tey 44	Between points E-FP-57.1 and E-FP-57.2 as shown on Section D, Sheet 9
Essex County Council	Coggeshall 32	Between points E-FP-58.1 and E-FP-58.2 as shown on Section E, Sheet 1
Essex County Council	Feering 2	Between points E-BR-59.1 and E-BR-59.2 as shown on

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(1) *Area*	*(2)* *Public right of way*	*(3)* *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*
		Section E, Sheet 1
Essex County Council	Feering 4	Between points E-FP-60.1 and E-FP-60.2 as shown on Section E, Sheet 2
Essex County Council	Kelvedon 4	Between points E-FP-61.1 and E-FP-61.2 and between points E-FP-61.3 and E-FP-61.4 as shown on Section E, Sheet 2
Essex County Council	Kelvedon 2	Between points E-FP-62.3 and E-FP-62.4 as shown on Section E, Sheet 2 and Sheet 3
Essex County Council	Kelvedon 29	Between points E-FP-63.1 and E-FP-63.2 as shown on Section E, Sheet 3
Essex County Council	Kelvedon 1	Between points E-BR-64.1 and E-BR-64.2 as shown on Section E, Sheet 3
Essex County Council	Kelvedon 5	Between points E-FP-65.1 and E-FP-65.2 and between points E-FP-65.3 and E-FP-65.4 as shown on Section E, Sheet 3
Essex County Council	Kelvedon 10	Between points E-FP-66.1 and E-FP-66.2 as shown on Section E, Sheet 3
Essex County Council	Rivenhall 11	Between points E-FP-67.1 and E-FP-67.2 and between points E-FP-67.3 and E-FP-67.4 and between points E-FP-67.5 and E-FP-67.6 as shown on Section E, Sheet 4
Essex County Council	Silver End 16	Between points E-FP-68.1 and E-FP-68.2 as shown on Section E, Sheet 4
Essex County Council	Silver End 15	Between points E-FP-69.3 and E-FP-69.4 as shown on Section E, Sheet 4
Essex County Council	Silver End 17	Between points E-FP-71.1 and E-FP-71.2 and between points E-FP-71.3 and E-FP-71.4 as shown on Section E, Sheet 4
Essex County Council	Cressing 19	Between points E-FP-72.1and E-FP-72.2 as shown on Section E, Sheet 4
Essex County Council	Witham 105	Between points E-FP-73.1 and E-FP-73.2 as shown on Section E, Sheet 5
Essex County Council	Faulkbourne 1	Between points E-FP-74.1 and E-FP-74.2 as shown on Section E, Sheet 5
Essex County Council	White Notley 22	Between points E-FP-75.2 and

(1) *Area*	*(2)* *Public right of way*	*(3)* *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*
		E-FP-75.3 as shown on Section E, Sheet 5
Essex County Council	Faulkbourne 5	Between points E-FP-76.1 and E-FP-76.2 as shown on Section E, Sheet 5
Essex County Council	White Notley 15	Between points E-FP-77.1 and E-FP-77.2 and between points E-FP-77.3 and E-FP-77.4 as shown on Section E, Sheet 6
Essex County Council	White Notley 12	Between points E-FP-78.1 and E-FP-78.2 and between points E-FP-78.3 and E-FP-78.4 as shown on Section E, Sheet 6
Essex County Council	White Notley 11	Between points E-BR-79.1 and E-BR-79.2 as shown on Section E, Sheet 6
Essex County Council	Fairstead 5	Between points E-BR-80.1 and E-BR-80.2 and between points E-BR-80.3 and E-BR-80.4 as shown on Section E, Sheet 7
Essex County Council	Fairstead 3	Between points E-FP-81.1 and E-FP-81.2 as shown on Section E, Sheet 7
Essex County Council	Fairstead 20	Between points E-FP-82.1 and E-FP-82.2 and between points E-FP-82.3 and E-FP-82.4 and between E-FP-82.5 and E-FP-82.6 as shown on Section E, Sheet 7
Essex	Great And Little Leighs 29	Between points E-FP-83.1 and E-FP-83.2 and between points E-FP-83.3 and E-FP-83.4 and between points E-FP-83.5 and E-FP-83.6 as shown on Section F, Sheet 1
Essex	Terling 11	Between points E-FP-84.1 and E-FP-84.2 as shown on Section F, Sheet 1
Essex	Great And Little Leighs 40	Between points E-FP-85.1 and E-FP-85.2 and between points E-FP-85.3 and E-FP-85.4 and between points E-FP-85.5 and E-FP-85.6 and between points E-FP-85.7 and E-FP-85.8 as shown on Section F, Sheet 2
Essex	Great And Little Leighs 43	Between points E-FP-86.1 and E-FP-86.2 as shown on Section F, Sheet 2
Essex	Great And Little Leighs 52	Between points E-FP-88.1 and

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(1) *Area*	*(2)* *Public right of way*	*(3)* *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*
		E-FP-88.2 and between points E-FP-88.3 and E-FP-88.4 as shown on Section F, Sheet 2
Essex	Little Waltham 7	Between points E-FP-89.1 and E-FP-89.2 as shown on Section F, Sheet 2
Essex	Little Waltham 8	Between points E-FP-90.1 and E-FP-90.2 as shown on Section F, Sheet 2
Essex	Great And Little Leighs 61	Between points E-FP-91.1 and E-FP-91.2 as shown on Section F, Sheet 2
Essex	Little Waltham 13	Between points E-FP-92.2 and E-FP-92.3 as shown on Section F, Sheet 2
Essex	Great Waltham 76	Between points E-FP-94.1 and E-FP-94.2 and between points E-FP-94.4 and E-FP-94.5 as shown on Section F, Sheet 4
Essex	Great Waltham 74	Between points E-FP-95.2 and E-FP-95.3 as shown on Section F, Sheet 4
Essex	Great Waltham 77	Between points E-FP-96.1 and E-FP-96.2 and between points E-FP-96.3 and E-FP-96.4 as shown on Section F, Sheet 5
Essex	Great Waltham 78	Between points E-FP-97.1 and E-FP-97.2 as shown on Section F, Sheet 4
Essex	Broomfield 1	Between points E-FP-98.1 and E-FP-98.2 as shown on Section F, Sheet 5
Essex	Broomfield 3	Between points E-FP-99.1 and E-FP-99.2 as shown on Section F, Sheet 5
Essex	Broomfield 4	Between points E-FP-100.1 and E-FP-100.2 as shown on Section F, Sheet 5
Essex	Broomfield 9	Between points E-FP-102.1 and E-FP-102.2 as shown on Section F, Sheet 5
Essex	Broomfield 5	Between points E-FP-103.1 and E-FP-103.2 and between points E-FP-103.3 and E-FP-103.4 as shown on Section F, Sheet 5
Essex County Council	Chignall 26	Between points E-FP-104.2 and E-FP-104.3 as shown on Section F, Sheet 5
Essex County Council	Chignall 27	Between points E-FP-105.1

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(1) *Area*	*(2)* *Public right of way*	*(3)* *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*
		and E-FP-105.2 as shown on Section F, Sheet 6
Essex County Council	Chignall 30	Between points E-FP-106.1 and E-FP-106.2 and between points E-FP-106.3 and E-FP-106.4 as shown on Section F, Sheet 6
Essex County Council	Roxwell 42	Between points E-BR-107.1 and E-BR-107.2 and between points E-BR-107.3 and E-BR-107.4 as shown on Section F, Sheet 7
Essex County Council	Writtle 13	Between points E-FP-108.1 and E-FP-108.2 and between points E-FP-108.3 and E-FP-108.4 as shown on Section F, Sheet 8
Essex County Council	Writtle 83	Between points E-FP-109.1 and E-FP-109.2 as shown on Section F, Sheet 8
Essex County Council	Writtle 97	Between points E-BW-110.1 and E-BW-110.2 and between points E-BW-110.3 and E-BW-110.4 as shown on Section F, Sheet 8
Essex County Council	Writtle 8	Between points E-BR-111.1 and E-BR-111.2 as shown on Section F, Sheet 8
Essex County Council	Writtle 69	Between points E-FP-113.1 and E-FP-113.2 and between points E-FP-113.3 and E-FP-113.4 and between points E-FP-113.5 and E-FP-113.6 as shown on Section F, Sheet 9
Essex County Council	Writtle 64	Between points E-FP-115.1 and E-FP-115.2 and between points E-FP-115.3 and E-FP-115.4 as shown on Section F, Sheet 9
Essex County Council	Margaretting 15	Between points E-FP-116.1 and E-FP-116.2 as shown on Section F, Sheet 10
Essex County Council	Margaretting 38	Between points E-FP-117.1 and E-FP-117.2 as shown on Section F, Sheet 10
Essex County Council	Margaretting 13	Between points E-FP-118.1 and E-FP-118.2 and between points E-FP-118.3 and E-FP-118.4 as shown on Section F, Sheet 10

(1) *Area*	(2) *Public right of way*	(3) *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*
Essex County Council	Ingatestone and Fryerning 23	Between points E-FP-119.1 and E-FP-119.2 and between points E-FP-119.3 and E-FP-119.4 as shown on Section F, Sheet 10
Essex County Council	Ingatestone and Fryerning 27	Between points E-FP-120.1 and E-FP-120.2 as shown on Section G, Sheet 1
Essex County Council	Ingatestone and Fryerning 43	Between points E-FP-121.1 and E-FP-121.2 as shown on Section G, Sheet 1
Essex County Council	Stock 37	Between points E-FP-122.3 and E-FP-122.4 as shown on Section G, Sheet 1
Essex County Council	Stock 42	Between points E-FP-123.1 and E-FP-123.2 as shown on Section G, Sheet 2
Essex County Council	Billericay 183	Between points E-FP-124.1 and E-FP-124.2 as shown on Section G, Sheet 2
Essex County Council	Mountnessing 7	Between points E-FP-125.1 and E-FP-125.2 and between points E-FP-125.3 and E-FP-125.4 as shown on Section G, Sheet 2
Essex County Council	Brentwood 90	Between points E-BR-126.1 and E-BR-126.2 and between points E-BR-126.3 and E-BR-126.4 and between points E-BR-126.5 and E-BR-126.6 and between points E-BR-126.7 and E-BR-126.8 as shown on Section G, Sheet 3
Essex County Council	Brentwood 96	Between points E-FP-127.1 and E-FP-127.2 and between points E-FP-127.3 and E-FP-127.4 as shown on Section G, Sheet 4
Essex County Council	Brentwood 98	Between points E-FP-128.1 and E-FP-128.2 and between points E-FP-128.3 and E-FP-128.4 as shown on Section G, Sheet 4
Essex County Council	Brentwood 72	Between points E-FP-129.1 and E-FP-129.2 as shown on Section G, Sheet 4
Essex County Council	Brentwood 53	Between points E-BR-130.1 and E-BR-130.2 as shown on Section G, Sheet 4
Essex County Council	Herongate and Ingrave 52	Between points E-FP-131.1

(1) *Area*	*(2)* *Public right of way*	*(3)* *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*
		and E-FP-131.2 as shown on Section G, Sheet 4
Essex County Council	Little Burstead 17	Between points E-BW-133.1 and E-BW-133.2 as shown on Section G, Sheet 5
Essex County Council	Little Burstead 21	Between points E-FP-134.1 and E-FP-134.2 as shown on Section G, Sheet 5
Essex County Council	Little Burstead 19	Between points E-FP-135.1 and E-FP-135.2 and Between points E-FP-135.3 and E-FP-135.4 as shown on Section G, Sheet 5
Essex County Council	Little Burstead 55	Between points E-FP-136.1 and E-FP-136.2 and between points E-FP-136.3 and E-FP-136.4 as shown on Section G, Sheet 5
Essex County Council	Little Burstead 54	Between points E-FP-137.1 and E-FP-137.2 and between points E-FP-137.3 and E-FP-137.4 as shown on Section G, Sheet 5
Essex County Council	Little Burstead 56	Between points E-BW-138.1 and E-BW-138.2 as shown on Section G, Sheet 5
Essex County Council	Basildon 161	Between points E-BR-139.2 and E-BR-139. as shown on Section G, Sheet 6
Essex County Council	West Horndon 61	Between points E-BR-140.1 and E-BR-140.2 as shown on Section G, Sheet 6
Essex County Council	West Horndon 62	Between points E-FP-141.1 and E-FP-141.2 and between points E-FP-141.3 and E-FP-141.4 as shown on Section G, Sheet 6
Essex County Council	West Horndon 68	Between points E-FP-143.1 and E-FP-143.2 and between points E-FP-143.3 and E-FP-143.4 as shown on Section G, Sheet 6
Essex County Council	Basildon 111	Between points E-FP-144.1 and E-FP-144.2 as shown on Section G, Sheet 6
Essex County Council	Brentwood Road (ORPA)	Between points E-ORPA-1.1 and E-ORPA-1.2 as shown on Section G, Sheet 6
Essex County Council	Lower Dunton Road (ORPA)	Between points E-ORPA-2.1 and E-ORPA-2.2 as shown on

(1) *Area*	*(2)* *Public right of way*	*(3)* *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*
		Section G, Sheet 6
Thurrock Council	Bridleway 91	Between points T-BR-1.1 and T-BR-1.2 as shown on Section H, Sheets 1 and 1B
Thurrock Council	Footpath 91	Between points T-FP-2.1 and T-FP-2.2 and between points T-FP-2.3 and T-FP-2.4 and between points T-FP-2.5 and T-FP-2.6 and between points T-FP-2.7 and T-FP-2.8 as shown on Section H, Sheets 1, 1B and 2
Thurrock Council	Footpath 84	Between points T-FP-4.1 and T-FP-4.2 as shown on Section H, Sheet 3
Thurrock Council	Footpath 12	Between points T-FP-5.1 and T-FP-5.2 as shown on Section H, Sheet 3
Thurrock Council	Footpath 11	Between points T-FP-6.1 and T-FP-6.2 as shown on Section H, Sheet 3
Thurrock Council	Footpath 224	Between points T-FP-7.1 and T-FP-7.2 as shown on Section H, Sheet 4
Thurrock Council	Footpath 41	Between points T-FP-8.1 and T-FP-8.2 as shown on Section H, Sheet 4
Thurrock Council	Footpath 42	Between points T-FP-9.1 and T-FP-9.2 and between points T-FP-9.3 and T-FP-9.4 and between points T-FP-9.5 and T-FP-9.6 as shown on Section H, Sheet 4
Thurrock Council	Footpath 45	Between points T-FP-10.1 and T-FP-10.2 and between points T-FP-10.3 and T-FP-10.4 as shown on Section H, Sheet 4
Thurrock Council	Footpath 43	Between points T-FP-11.1 and T-FP-11.2 as shown on Section H, Sheet 4
Thurrock Council	Hoford Road (ORPA) (Prior to LTC)	Between points T-ORPA-1.2 and T-ORPA-1.3 and between points T-ORPA-1.4 and T-ORPA-1.5 as shown on Section H, Sheet 5.
Thurrock Council	Hoford Road (ORPA) (With LTC)	Between points T-ORPA-1.2 and T-ORPA-1.3 and between points T-ORPA-1.5 and T-ORPA-1.6 as shown on Section H, Sheet 5

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(1) *Area*	*(2)* *Public right of way*	*(3)* *Extent of temporary closure as shown on the access, rights of way and public rights of navigation plans*
Thurrock Council	Bridleway 63	Between points T-BR-12.1 and T-BR-12.2 and between points T-BR-12.3 and T-BR-12.4 as shown on Section H, Sheet 5
Thurrock Council	Footpath 67	Between points T-FP-13.1 and T-FP-13.2 and between points T-FP-13.3 and T-FP-13.4 as shown on Section H, Sheet 5
Thurrock Council	Footpath 79 (Prior to LTC)	Between points T-FP-15.1 and T-FP-15.2 as shown on Section H, Sheet 6
Thurrock Council	Footpath 79 (With LTC)	Between points T-FP-15.2 and T-FP-15.3 as shown on Section H, Sheet 6
Thurrock Council	Footpath 107	Between points T-FP-16.1 and T-FP-16.2 as shown on Section H, Sheet 6

SCHEDULE 9

Article 17

ACCESS TO WORKS

Norfolk County Council

(1) *Street*	*(2)* *Access to works reference*	*(3)* *Access, rights of way and public rights of navigation plans reference*
Mangreen / Mangreen Hall Lane	RG-B001	Section A, Sheet 1
Church Road, Swainsthorpe	RG-B002 and RG-B003	Section A, Sheet 1
Brick Kiln Lane	RG-B004 and RG-B005	Section A, Sheet 2
Long Lane	RG-B006 and RG-B007	Section A, Sheet 3
Flordon Road	RG-B008 and RG-B009	Section A, Sheet 4
Wymondham Road	RG-B010 and RG-B011	Section A, Sheet 4
Wymondham Road	AP-A-001	Section A, Sheet 4
Hapton Road	RG-B012 and RG-B013	Section A, Sheet 5
Hurn Lane	RG-B014 and RG-B015	Section A, Sheet 5
Cheney's Lane	RG-B016 and RG-B017	Section A, Sheet 6
Northfield Road	RG-B018 and RG-B019	Section A, Sheet 6
Long Stratton Road	RG-B020 and RG-B021	Section A, Sheet 6
Link Road	RG-B022 and RG-B023	Section A, Sheet 6
Tabernacle Lane	RG-B024 and RG-B025	Section A, Sheet 6
Tabernacle Lane	RG-B026 and RG-B027	Section A, Sheet 6
Bunwell FP8, Bunwell	RG-B028 and RG-B029	Section A, Sheet 7
Low Common	RG-B030 and RG-B031	Section A, Sheet 7

(1) *Street*	*(2)* *Access to works reference*	*(3)* *Access, rights of way and public rights of navigation plans reference*
Diss Road	RG-B032 and RG-B033	Section A, Sheet 8
Mill Road	RG-B034 and RG-B035	Section A, Sheet 8
Black Barn Road	RG-B036 and RG-B037	Section A, Sheet 8
B1134 Long Row	RG-B038 and RG-B039	Section A, Sheet 9
Diss BR5	RG-B040 and RG-B041	Section A, Sheet 9
Heywood Road, Winfarthing	RG-B042 and RG-B043	Section A, Sheet 10
Heywood Road, Shelfanger	RG-B044 and RG-B045	Section A, Sheet 11
B1077 Shelfanger Road	RG-B046 and RG-B047	Section A, Sheet 11
Darrow Lane	RG-B048 and RG-B049	Section A, Sheet 13
Bressingham Road	RG-B050 and RG-B051	Section A, Sheet 13
A1066 High Road	RG-B052 and RG-B053	Section A, Sheet 13
Fen Lane	RG-B054 and RG-B055	Section A, Sheet 13
The Doit / Doit Lane	RG-B056 and RG-B057	Section A, Sheet 13

Suffolk County Council

(1) *Street*	*(2)* *Access to works reference*	*(3)* *Plan reference as shown on the access, rights of way and public rights of navigation plans*
Ling Road	RG-B058 and RG-B059	Section A, Sheet 13
Millway Lane	RG-B060 and RG-B061	Section B, Sheet 1
Lion Road	RG-B062 and RG-B063	Section B, Sheet 1
Old Bury Road	RG-B064	Section B, Sheet 1
A143 Old Bury Road	RG-B065	Section B, Sheet 1
Dams Lane	RG-B066 and RG-B067	Section B, Sheet 1
A143 Old Bury Road	RG-UKPN-B001 & RG-UKPN-B002	Section B, Sheet 2
Ash Road	RG-B068 and RG-B069	Section B, Sheet 3
Burgate Road / Road U5420 from C571 to U5421	RG-B070 and RG-B071	Section B, Sheet 5
Burgate Road / Road U5420 from C571 to U5421	RG-B072 and RG-B073	Section B, Sheet 5
Mellis Road	RG-B074 and RG-B075	Section B, Sheet 6
Major Lane / Thornham Road	RG-B076 and RG-B077	Section B, Sheet 6
Major Lane / Thornham Road	RG-B078	Section B, Sheet 6
Eastlands Lane	RG-B079	Section B, Sheet 7
Eastlands Lane	AP-B-002	Section B, Sheet 7
Wickham Road	RG-B080	Section B, Sheet 7
Wickham Lane	RG-B081 and RG-B082	Section B, Sheet 7
Cotton Road	RG-B083 and RG-B084	Section B, Sheet 8
Access Road from Hoggars Lane to Eldens Lane Farm	RG-B085 and RG-B086	Section B, Sheet 8
Stonham Road	RG-B087 and RG-B088	Section B, Sheet 9
Road U5219 to U5235, between Hoggars Road/Mendlesham Green and Stowupland Road	RG-B089 and RG-B090	Section B, Sheet 9

(1) *Street*	*(2)* *Access to works reference*	*(3)* *Plan reference as shown on the access, rights of way and public rights of navigation plans*
Debenham Lane, Stowupland (Off Saxham Street)	RG-B091 and RG-B092	Section B, Sheet 10
A1120 Bell's Lane	RG-B093 and RG-B094	Section B, Sheet 11
Mill Lane	RG-B095 and RG-B096	Section B, Sheet 12
B1113 Stowmarket Road	RG-B097 and RG-B098	Section B, Sheet 12
Badley Bridleway 013	RG-B099 and RG-B100	Section B, Sheet 12
Hascot Hill	RG-B101 and RG-B102	Section B, Sheet 14
B1078 Road from 4438 to B1113/Needham Market	RG-B103 and RG-B104	Section B, Sheet 16
Holly Road	RG-B105 and RG-B106	Section B, Sheet 16
Holly Road	RG-UKPN-B003 & RG-UKPN-B004	Section B, Sheet 16
Bildeston Road	RG-B107 and RG-B108	Section B, Sheet 17
Hadleigh Road	RG-B109 and RG-B110	Section B, Sheet 17
Hadleigh Road	RG-UKPN-B005 & RG-UKPN-B006	Section B, Sheet 18
Blood Hill	RG-B111 and RG-B112	Section B, Sheet 18
Blood Hill	RG-UKPN-B007 & RG-UKPN-B008	Section B, Sheet 18
Flowton Road	RG-B113 and RG-B114	Section B, Sheet 19
Tye Lane	RG-B115 and RG-B116	Section B, Sheet 20
Finningham Road	AP-B-001	Section B, Sheet 23
Bullen Lane	JC-B001	Section B, Sheet 20
Bullen Lane	AP-B-003	Section B, Sheet 21
Burstall Lane	JC-B002 and JC-B003	Section C, Sheet 1
A1071 Hadleigh Road, Sproughton	JC-B004 and JC-B005	Section C, Sheet 1
Burstall Lane	JC-UKPN-B001 & JC-UKPN-B002	Section C, Sheet 2
A1071 Hadleigh Road, Sproughton	JC-UKPN-B003 & JC-UKPN-B004	Section C, Sheet 2
A1071 Thorpe's Hill, Hintlesham	JC-B006	Section C, Sheet 3
Washbrook Road	JC-B007 and JC-B008	Section C, Sheet 3
Chattisham Road	JC-B009 and JC-B010	Section C, Sheet 4
Folly Road, Chattisham / Wenham Parva Bridleway 006	JC-B011 and JC-B012	Section C, Sheet 5
Bottle Bridge Road	JC-B013	Section C, Sheet 6
Private road	JC-B013A and JC-B013B	Section C, Sheet 6
Raydon Road	JC-B013C and JC-B013D	Section C, Sheet 6
Private road	JC-B013E and JC-B013F	Section C, Sheet 7
Acacia Road, Raydon	JC-B014 and JC-B015	Section C, Sheet 7
B1070 (Road southeast from B1070)	JC-B016 and JC-B017	Section C, Sheet 7
Bacons Green	JC-B018 and JC-B019	Section C, Sheet 7
Sandpits Lane	JC-B020 and JC-B021	Section C, Sheet 7
B1070 Hadleigh Road	JC-B022	Section C, Sheet 8

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(1) *Street*	(2) *Access to works reference*	(3) *Plan reference as shown on the access, rights of way and public rights of navigation plans*
B1070 Hadleigh Road	AP-C-001	Section C, Sheet 8
B1068 Holtonwood Road	JC-B023 and JC-B024	Section C, Sheet 9
Green Lane, Babergh	JC-B025 and JC-B026	Section C, Sheet 9
Higham Road, Babergh	JC-B027 and JC-B028	Section C, Sheet 9

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Essex County Council

(1) *Street*	(2) *Access to works reference*	(3) *Plan reference as shown on the access, rights of way and public rights of navigation plans*
Track off Water Lane	JC-B029 and JC-B030	Section C, Sheet 9
Track off Water Lane	JC-B031 and JC-B032	Section C, Sheet 9
Water Lane	JC-B033 and JC-B034	Section C, Sheet 10
Low Lift Cottage Road	JC-B035 and JC-B036	Section C, Sheet 10
Docuras Farm Road	JC-B037 and JC-B038	Section C, Sheet 10
Ipswich Road, Langham	JC-B039	Section C, Sheet 11
Private track off Dedham Road	JC-B040 and JC-B041	Section C, Sheet 11
Private track off Dedham Road	JC-B042 and JC-B043	Section C, Sheet 10
Rectory Road	JC-B044 and JC-B045	Section C, Sheet 10
Dedham Road	JC-B046 and JC-B047	Section C, Sheet 10
Rectory Road	JC-B048 and JC-B049	Section C, Sheet 10
Track off Nightingale Hill/Grove Hill	JC-B050 and JC-B051	Section C, Sheet 10
Perry Lane	JC-B052	Section C, Sheet 11
Birchwood Road	JC-B053	Section C, Sheet 12
Birchwood Road	JC-B054 and JC-B055	Section C, Sheet 12
B1029 Dedham Road	JC-B056 and JC-B057	Section C, Sheet 12
Rookery Chase	JC-B058 and JC-B059	Section C, Sheet 13
Rookery Chase	JC-B060 and JC-B061	Section C, Sheet 13
A137 Harwich Road	JC-B062 and JC-B063	Section C, Sheet 13
Home Farm Lane	JC-B064 and JC-B065	Section C, Sheet 13
Morrow Lane	TB-B001 and TB-B002	Section C, Sheet 13
Little Bromley Road	TB-B003 and TB-B004	Section C, Sheet 13
Rookery Chase	TB-B005 and TB-B006	Section C, Sheet 13
Little Bromley Road	JC-B066 and JC-B067	Section C, Sheet 14
Hungerdown Lane	JC-B068 and JC-B069	Section C, Sheet 14
Little Bromley Road	JC-B070	Section C, Sheet 14
Ardleigh Road	JC-B071	Section C, Sheet 15
Bentley Road	JC-B072	Section C, Sheet 16
Bentley Road	AP-C-002	Section C, Sheet 16
B1029 Dedham Road	TB-B007 and TB-B008	Section C, Sheet 12
Dead Lane	TB-B009 and TB-B010	Section C, Sheet 17
Wick Lane	TB-B011	Section C, Sheet 17

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(1) *Street*	*(2)* *Access to works reference*	*(3)* *Plan reference as shown on the access, rights of way and public rights of navigation plans*
Wick Lane	TB-B012	Section C, Sheet 17
Old Ipswich Road	FTG-B001	Section C, Sheet 18
Turnpike Close	TB-B016	Section C, Sheet 18
Langham Lane	TB-B017 and TB-B018	Section D, Sheet 1
Straight Road	TB-B019 and TB-B020	Section D, Sheet 2
Boxted Road / Broad Lane	TB-B021	Section D, Sheet 2
A134 The Causeway	TB-B022 and TB-B023	Section D, Sheet 3
Track off School Lane	TB-B024 and TB-B025	Section D, Sheet 3
School Lane	TB-B026 and TB-B027	Section D, Sheet 3
School Lane	TB-B028 and TB-B029	Section D, Sheet 3
London Road	TB-B030 and TB-B031	Section D, Sheet 3
Vinesse Road	TB-B032 and TB-B033	Section D, Sheet 4
Crabtree Lane	TB-B034 and TB-B035	Section D, Sheet 4
B1508 Bures Road	TB-B036 and TB-B037	Section D, Sheet 4
Fordham Road	TB-B038 and TB-B039	Section D, Sheet 4
Fossetts Lane	TB-B040 and TB-B041	Section D, Sheet 5
Fossetts Lane	TB-B042 and TB-B043	Section D, Sheet 5
Mill Road	TB-B044 and TB-B045	Section D, Sheet 6
Fiddler's Hill	TB-B046	Section D, Sheet 6
A1124 Ford Street Hill	TB-B047 and TB-B048	Section D, Sheet 6
Green Lane, Aldham	TB-B049 and TB-B050	Section D, Sheet 7
Brook Road, Great Tey	TB-B051 and TB-B052	Section D, Sheet 7
Great Tey Road	TB-B053 and TB-B054	Section D, Sheet 8
Private track off Salmon's Lane	TB-B055 and TB-B056	Section D, Sheet 9
Salmon's Lane	TB-B057 and TB-B058	Section D, Sheet 9
A120 Colchester Road	TB-B059	Section D, Sheet 9
Old Road	TB-B060 and TB-B061	Section E, Sheet 1
Skye Green Road	TB-B062 and TB-B063	Section E, Sheet 2
Coggeshall Road	TB-B064 and TB-B065	Section E, Sheet 2
Old Mill Lane	TB-B066 and TB-B067	Section E, Sheet 2
B1024 Coggeshall Road	TB-B068 and TB-B069	Section E, Sheet 2
Parkgate Road	TB-B070 and TB-B071	Section E, Sheet 3
Church Road / Park Road, Rivenhall	TB-B072 and TB-B073	Section E, Sheet 4
B1018 Cressing Road / B1018 Witham Road	TB-B074	Section E, Sheet 5
The Street, Faulkbourne	TB-B075	Section E, Sheet 5
Church Hill, Faulkbourne	TB-B076 and TB-B077	Section E, Sheet 5
Fairstead Road	TB-B078 and TB-B079	Section E, Sheet 6
Fairstead Lodge Road	TB-B080 and TB-B081	Section E, Sheet 7
Fuller Street	TB-B082 and TB-B083	Section E, Sheet 7
Fuller Street	TB-UKPN-B001 & TB-UKPN-B002	Section E, Sheet 7
Boreham Road	TB-B084 and TB-B085	Section F, Sheet 1
Paulk Hall Lane	TB-B086 and TB-B087	Section F, Sheet 2
Goodmans Lane	TB-B088 and TB-B089	Section F, Sheet 2

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(1) *Street*	*(2)* *Access to works reference*	*(3)* *Plan reference as shown on the access, rights of way and public rights of navigation plans*
A131 Braintree Road	TB-B090	Section F, Sheet 3
B1008 Essex Regiment Way	TB-B091	Section F, Sheet 3
Chatham Hall Lane	TB-B092 and TB-B093	Section F, Sheet 3
Chelmsford Road	TB-B094 and TB-B095	Section F, Sheet 4
Lark's Lane	TB-B096 and TB-B097	Section F, Sheet 4
Chignal Road	TB-B098 and TB-B099	Section F, Sheet 5
Mashbury Road	TB-B100 and TB-B101	Section F, Sheet 6
Track off A1060 Roxwell Road	TB-B102	Section F, Sheet 7
A1060 Bishops Stortford Road / A1060 Roxwell Road	TB-B103	Section F, Sheet 7
Vicarage Road	TB-B104	Section F, Sheet 7
A1060 Bishops Stortford Road	TB-B105	Section F, Sheet 7
Newney Green	ARU-B001 and ARU-B002	Section F, Sheet 8.
A414 Ongar Road West	TB-B106 and TB-B107	Section F, Sheet 8
The Causeway	TB-B108 and TB-B109	Section F, Sheet 8
Nathan's Lane	TB-B110 and TB-B111	Section F, Sheet 9
Ivy Barn Lane	TB-B112 and TB-B113	Section F, Sheet 10
Handley Green Lane	TB-B114 and TB-B115	Section F, Sheet 10
B1002 Main Road	TB-B116	Section G, Sheet 1
Church Lane, Margaretting, Ingatestone	TB-B117	Section G, Sheet 1
Ingatestone Road	TB-B118 and TB-B119	Section G, Sheet 2
Mountnessing Road	TB-B120 and TB-B121	Section G, Sheet 2
Old Church Lane, Mountnessing	TB-B122 and TB-B123	Section G, Sheet 2
A129 Rayleigh Road	TB-B124	Section G, Sheet 3
A129 Rayleigh Road	TB-B125	Section G, Sheet 3
Sudburys Farm Road	TB-B126 and TB-B127	Section G, Sheet 5
Botney Hill Road	TB-B128 and TB-B129	Section G, Sheet 5
Dunton Road	TB-B130 and TB-B131	Section G, Sheet 5
Brentwood Road	TB-B132	Section G, Sheet 5
Lower Dunton Road	TB-B133	Section G, Sheet 6
Lower Dunton Road	TB-B134	Section G, Sheet 6
Lower Dunton Road	TB-UKPN-B003 and TB-UKPN-B004	Section G, Sheet 6
Main Drive	TB-UKPN-B005 and TB-UKPN-B006	Section G, Sheet 6
Lower Dunton Road	TB-UKPN-B007 and TB-UKPN-B008	Section G, Sheet 6

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(1) *Street*	*(2)* *Access to works reference*	*(3)* *Plan reference as shown on the access, rights of way and public rights of navigation plans*
Doesgate Lane	TB-B135 and TB-B136	Section H, Sheet 1
A128 Brentwood Road	TB-B137	Section H, Sheet 2
Orsett Road	TB-B138 and TB-B139	Section H, Sheet 3
Buckingham Hill Road	TB-B140	Section H, Sheet 4
Buckingham Hill Road	TB-B141	Section H, Sheet 4
Buckingham Hill Road	TB-B142	Section H, Sheet 4
Buckingham Hill Road	TN-B014	Section H, Sheet 4
Hoford Road	TN-B012 and TN-B013	Section H, Sheet 5
Muckingford Road	TN-B015A and TN-B015B	Section H, Sheet 5
Muckingford Road	TN-B016A and TN-B016B	Section H, Sheet 5
Brentwood Road	TN-B007A	Section H, Sheet 6
Brentwood Road (with LTC)	TN-B007B1	Section H, Sheet 6
Brentwood Road (with LTC)	TN-B007B2	Section H, Sheet 6
Brentwood Road	TN-B008A and TN-B009A	Section H, Sheet 6
Brentwood Road (with LTC)	TN-B008B and TN-B009B	Section H, Sheet 6
High House Lane	TN-B010 and TN-B011	Section H, Sheet 6
Heath Road (without LTC)	TN-B004A	Section H, Sheet 7
Heath Road (with LTC)	TN-B004B	Section H, Sheet 7
Hornsby Lane	TN-B005 and TN-B006	Section H, Sheet 7

SCHEDULE 10

Article 25

MODIFICATION OF COMPENSATION AND COMPULSORY PURCHASE ENACTMENTS FOR CREATION OF NEW RIGHTS

Compensation enactments

1. The enactments for the time being in force with respect to compensation for the compulsory purchase of land apply, with the necessary modifications as respects compensation, in the case of a compulsory acquisition under this Order of a right, by the creation of a new right or imposition of a restriction as they apply as respects compensation on the compulsory purchase of land and interests in land.

2.—(1) Without limitation on the scope of paragraph 1, the Land Compensation Act 1973(**a**) has effect subject to the modifications set out in sub-paragraph (2).

(2) In section 44(1) (compensation for injurious affection), as it applies to compensation for injurious affection under section 7 of the 1965 Act as substituted by paragraph 5—

(a) for "land is acquired or taken from" substitute "a right or restrictive covenant over land is purchased from or imposed on"; and

(b) for "acquired or taken from him" substitute "over which the right is exercisable or the restrictive covenant enforceable".

(**a**) 1973 c. 26.

3.—(1) Without limitation on the scope of paragraph 1, the 1961 Act has effect subject to the modification set out in sub-paragraph (2).

(2) For Section 5A(5A) (relevant valuation date) of the 1961 Act, after "If" substitute—

"(a) the acquiring authority enters on land for the purpose of exercising a right in pursuance of a notice of entry under section 11(1) of the 1965 Act;

(b) the acquiring authority is subsequently required by a determination under paragraph 13 of Schedule 2A to the 1965 Act (as substituted by paragraph 11 of Schedule 10 to the National Grid (Norwich to Tilbury) Order 20[xx] to acquire an interest in the land; and

(c) the acquiring authority enters on and takes possession of that land, the authority is deemed for the purposes of subsection (3)(a) to have entered on that land when it entered on that land for the purpose of exercising that right."

Application of the 1965 Act

4.—(1) The 1965 Act has effect with the modifications necessary to make it apply to the compulsory acquisition under this Order of a right by the creation of a new right, or to the imposition under this Order of a restrictive covenant, as it applies to the compulsory acquisition under this Order of land, so that, in appropriate contexts, references in that Act to land must be read (according to the requirements of the particular context) as referring to, or as including references to—

(a) the right acquired or to be acquired, or the restriction imposed or to be imposed; or

(b) the land over which the right is or is to be exercisable, or the restriction is or is to be enforceable.

(2) Without limitation on the scope of sub-paragraph (1), Part 1 of the 1965 Act applies in relation to the compulsory acquisition under this Order of a right by the creation of a new right or, in relation to the imposition of a restriction, with the modifications specified in the following provisions of this Schedule.

(3) Section 4 (time limit for giving notice to treat) is omitted.

(4) In section 4A(1) (extension of time limit during challenge)—

(a) for "section 23 of the Acquisition of Land Act 1981 (application to High Court in respect of compulsory purchase order)" substitute "section 118 of the Planning Act 2008 (legal challenges relating to applications for orders granting development consent"; and

(b) for "the three year period mentioned in section 4" substitute "the seven year period mentioned in article 34 of the National Grid (Norwich to Tilbury) Order 20[xx]".

5. For section 7 of the 1965 Act (measure of compensation) substitute—

"**7.** In assessing the compensation to be paid by the acquiring authority under this Act, regard must be had not only to the extent (if any) to which the value of the land over which the right is to be acquired or the restrictive covenant is to be imposed is depreciated by the acquisition of the right or the imposition of the covenant but also to the damage (if any) to be sustained by the owner of the land by reason of its severance from other land of the owner, or injuriously affecting that other land by the exercise of the powers conferred by this or the special Act."

6. For section 8 of the 1965 Act (provisions as to divided land) substitute—

"**8.—(1)** Where in consequence of the service on a person under section 5 of this Act of a notice to treat in respect of a right over land consisting of a house, building or manufactory or of a park or garden belonging to a house ("the relevant land")—

(a) a question of disputed compensation in respect of the purchase of the right or the imposition of the restrictive covenant would apart from this section fall to be determined by the tribunal; and

(b) before the tribunal has determined that question the tribunal is satisfied that the person has an interest in the whole of the relevant land and is able and willing to sell that land and—

(i) where that land consists of a house, building or factory, that the right cannot be purchased or the restrictive covenant imposed without material detriment to that land; or

(ii) where that land consists of such a park or garden, that the right cannot be purchased or the restrictive covenant imposed without seriously affecting the amenity or convenience of the house to which that land belongs,

the National Grid (Norwich to Tilbury) Order 20[xx] ("the Order") ceases, in relation to that person, to authorise the purchase of the right or imposition of a restriction and is deemed to authorise the purchase of that person's interest in the whole of the relevant land including, where the land consists of such a park or garden, the house to which it belongs, and the notice is deemed to have been served in respect of that interest on such date as the tribunal directs.

(2) Any question as to the extent of the land in which the Order is deemed to authorise the purchase of an interest by virtue of subsection (1) of this section must be determined by the tribunal.

(3) Where in consequence of a determination of the tribunal that it is satisfied as mentioned in subsection (1) of this section the Order is deemed by virtue of that subsection to authorise the purchase of an interest in land, the acquiring authority may, at any time within the period of 6 weeks beginning with the date of the determination, withdraw the notice to treat in consequence of which the determination was made; but nothing in this subsection prejudices any other power of the authority to withdraw the notice".

7. The following provisions of the 1965 Act (which state the effect of a deed poll executed in various circumstances where there is no conveyance by persons with interests in the land), that is to say—

(a) section 9(4) (failure by owners to convey);

(b) paragraph 10(3) of Schedule 1 (owners under incapacity);

(c) paragraph 2(3) of Schedule 2 (absent and untraced owners); and

(d) paragraphs 2(3) and 7(2) of Schedule 4 (common land),

are modified to secure that, as against persons with interests in the land which are expressed to be overridden by the deed, the right which is to be compulsorily acquired or the restrictive covenant which is to be imposed is vested absolutely in the acquiring authority.

8. Section 11(**a**) of the 1965 Act (powers of entry) is modified to secure that, as from the date on which the acquiring authority has served notice to treat in respect of any right or restriction, it has power, exercisable in equivalent circumstances and subject to equivalent conditions, to enter for the purpose of exercising that right or enforcing that restrictive covenant (which is deemed for this purpose to have been created on the date of service of the notice); and sections 12(**b**) (penalty for unauthorised entry) and 13(**c**) (entry on warrant in the event of obstruction) of the 1965 Act are modified correspondingly.

9. Section 20(**d**) of the 1965 Act (protection for interests of tenants at will, etc.) applies with the modifications necessary to secure that persons with such interests in land as are mentioned in that

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(**a**) Section 11 was amended by section 34(1) of, and Schedule 4 to the Acquisition of Land Act 1981 (c. 67, section 3 of, and Part 1 of Schedule 1 to, the Housing (Consequential Provisions) Act 1985 (c.71), section 14 of, and paragraph 12(1) of Schedule 5 to, the Church of England (Miscellaneous Provisions) Measure 2006 (No.1) and S.I. 2009/1307.

(**b**) Section 12 was amended by section 56(2) of, and Part 1 of, Part 1 of Schedule 9 to the Courts Act 1971 (c.23).

(**c**) Section 13 was amended by sections62(3), 139(4) to (9) and 146 of, and paragraphs 27 and 28 of Schedule 13 and Part 3 of Schedule 23 to, the Tribunals, Courts and Enforcement Act 2007 (c. 15).

(**d**) Section 20 was amended by paragraph 4 of Schedule 15 to the Planning and Compensation Act 1991 (c. 34) and S.I. 2009/1307.

section are compensated in a manner corresponding to that in which they would be compensated on a compulsory acquisition under this Order of that land, but taking into account only the extent (if any) of such interference with such an interest as is actually caused, or likely to be caused, by the exercise of the right or the enforcement of the restrictive covenant in question.

10. Section 22 of the 1965 Act (interests omitted from purchase) is modified as to enable the acquiring authority, in circumstances corresponding to those referred to in that section, to continue to be entitled to exercise the right acquired or to enforce the restriction imposed, subject to compliance with that section as respects compensation.

11. In section 22(2) (expiry of time limit for exercise of compulsory purchase power not to affect acquisition of interests omitted from purchase) for "section 4 of this Act" substitute "article 34 (time limit for exercise of authority to acquire land and rights compulsorily) of the National Grid (Norwich to Tilbury) Order 20[xx]".

12. For Schedule 2A of the 1965 Act substitute—

"SCHEDULE 2A

COUNTER-NOTICE REQUIRING PURCHASE OF LAND

Introduction

1. This Schedule applies where an acquiring authority serves a notice to treat in respect of a right over, or restrictive covenant affecting, the whole or part of a house, building or factory and have not executed a general vesting declaration under section 4 of the 1981 Act as applied by article 36 (application of the 1981 Act) of the National Grid (Norwich to Tilbury) Order 20[xx] in respect of the land to which the notice to treat relates.

2. In this Schedule, "house" includes any park or garden belonging to a house.

Counter-notice requiring purchase of land

3. A person who is able to sell the house, building or factory ("the owner") may serve a counter-notice requiring the authority to purchase the owner's interest in the house, building or factory.

4. A counter-notice under paragraph 3 must be served within the period of 25 business days beginning with the day on which the notice to treat was served.

Response to counter-notice

5. On receiving a counter-notice, the acquiring authority must decide whether to—

(a) withdraw the notice to treat,

(b) accept the counter-notice, or

(c) refer the counter-notice to the Upper Tribunal.

6. The authority must serve notice of its decision on the owner within the period of 3 months beginning with the day on which the counter-notice is served ("the decision period").

7. If the authority decides to refer the counter-notice to the Upper Tribunal it must do so within the decision period.

8. If the authority does not serve notice of a decision within the decision period it is to be treated as if it had served notice of a decision to withdraw the notice to treat at the end of that period.

9. If the authority serves notice of a decision to accept the counter-notice, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in the house, building or factory.

Determination by Upper Tribunal

10. On referral under paragraph 7, the Upper Tribunal must determine whether the acquisition of the right or the imposition of the restrictive covenant would—

(a) in the case of a house, building or factory, cause material detriment to the house, building or factory, or

(b) in the case of a park or garden, seriously affect the amenity or convenience of the house to which the park or garden belongs.

11. In making its determination, the Upper Tribunal must take into account—

(a) the effect of the acquisition of the right or the imposition of the covenant,

(b) the use to be made of the right or covenant proposed to be acquired or imposed, and

(c) if the right or covenant is proposed to be acquired or imposed for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

12. If the Upper Tribunal determines that the acquisition of the right or the imposition of the covenant would have either of the consequences described in paragraph 10, it must determine how much of the house, building or factory the authority ought to be required to take.

13. If the Upper Tribunal determines that the authority ought to be required to take some or all of the house, building or factory, the compulsory purchase order and the notice to treat are to have effect as if they included the owner's interest in that land.

14.—(1) If the Upper Tribunal determines that the authority ought to be required to take some or all of the house, building or factory, the authority may at any time within the period of 6 weeks beginning with the day on which the Upper Tribunal make its determination withdraw the notice to treat in relation to that land.

(2) If the acquiring authority withdraws the notice to treat under this paragraph they must pay the person on whom the notice was served compensation for any loss or expense caused by the giving and withdrawal of the notice.

15. Any dispute as to the compensation is to be determined by the Upper Tribunal."

13. In this Schedule, references to entering on and taking possession of land do not include doing so under articles 21 (protective works), 27 (temporary use of land by National Grid), 28 (temporary use of land by UKPN and UKOP) or 29 (temporary use of land for maintaining the authorised development) of this Order.

SCHEDULE 11

Articles 27 and 28

LAND OF WHICH TEMPORARY POSSESSION MAY BE TAKEN

Section A

(1) *Plot number of land shown on Land Plan*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*
A-1/5, A-1/9, A-1/10, A-1/18, A-1/19, A-1/40, A-1/43, A-1/45, A-1/46, A-1/47, A-1/48, A-1/49, A-1/50, A-1/51, A-1/52, A-1/53, A-1/54	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 1 Work No. 2 Work No. 37
A-2/4, A-2/7, A-2/8, A-2/9, A-2/12, A-2/16, A-2/18, A-2/20, A-2/22, A-2/27, A-2/31, A-2/47, A-2/48, A-2/49	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2
A-3/4, A-3/8, A-3/11, A-3/12, A-3/14, A-3/15, A-3/17, A-3/21, A-3/30	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2
A-4/1, A-4/2, A-4/3, A-4/4, A-4/5, A-4/6, A-4/7, A-4/10, A-4/11, A-4/12, A-4/13, A-4/15, A-4/19, A-4/20, A-4/25, A-4/31, A-4/36, A-4/44, A-4/47, A-4/49, A-4/57, A-4/59, A-4/133, A-4/137	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2 Work No. 39
A-5/22, A-5/28, A-5/30, A-5/33, A-5/36, A-5/40, A-5/45, A-5/49, A-5/51, A-5/53, A-5/55, A-5/57, A-5/62, A-5/69, A-5/70, A-5/84, A-5/85, A-5/87, A-5/89, A-5/92, A-5/98	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2
A-6/3, A-6/6, A-6/8, A-6/10, A-6/12, A-6/13, A-6/14, A-6/16, A-6/18, A-6/20, A-6/23, A-6/24, A-6/26, A-6/27, A-6/28, A-6/33, A-6/46, A-6/50, A-6/52, A-6/55, A-6/56, A-6/59, A-6/60, A-6/61, A-6/62, A-6/63, A-6/74, A-6/78, A-6/79, A-6/80, A-6/82, A-6/83, A-6/84, A-6/85, A-6/89, A-6/92	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2
A-7/1, A-7/2, A-7/3, A-7/4, A-7/5, A-7/6, A-7/8, A-7/11,	Temporary use for construction, mitigation,	Work No. 2

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(1) *Plot number of land shown on Land Plan*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*
A-7/12, A-7/19, A-7/22, A-7/23, A-7/33, A-7/36, A-7/38, A-7/50, A-7/51, A-7/53, A-7/55, A-7/59, A-7/65, A-7/69, A-7/70, A-7/76, A-7/77, A-7/78	maintenance, access and/or dismantling of redundant infrastructure	
A-8/5, A-8/6, A-8/8, A-8/12, A-8/36, A-8/43, A-8/55, A-8/61, A-8/63, A-8/69, A-8/70, A-8/87, A-8/89, A-8/93, A-8/95, A-8/101, A-8/102, A-8/104, A-8/105	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2
A-9/3, A-9/5, A-9/6, A-9/9, A-9/10, A-9/12, A-9/12a, A-9/12b, A-9/14, A-9/14b, A-9/20, A-9/35, A-9/37, A-9/43, A-9/44, A-9/46, A-9/51, A-9/55, A-9/56, A-9/70	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2 Work No. 37
A-10/3, A-10/5, A-10/8, A-10/9, A-10/10, A-10/11, A-10/23, A-10/24, A-10/25, A-10/27, A-10/30, A-10/31, A-10/32, A-10/34, A-10/36	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2
A-11/12, A-11/14, A-11/18, A-11/23, A-11/26, A-11/29, A-11/30, A-11/34, A-11/35, A-11/38, A-11/39, A-11/53, A-11/57	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2
A-12/5, A-12/14, A-12/21, A-12/30, A-12/34, A-12/35, A-12/39, A-12/48	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2
A-13/4, A-13/6, A-13/7, A-13/9, A-13/10, A-13/11, A-13/16, A-13/17, A-13/23, A-13/24, A-13/47, A-13/67, A-13/70, A-13/75, A-13/76, A-13/84, A-13/85, A-13/88, A-13/89, A-13/90, A-13/91, A-13/92, A-13/93, A-13/94, A-13/95, A-13/96, A-13/97, A-13/98, A-13/99, A-13/104, A-13/106, A-13/107, A-13/108, A-13/116, A-13/117, A-13/118, A-13/119, A-13/120, A-13/124, A-13/127	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2

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Section B

(1) *Plot number of land shown on Land Plan*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*
B-1/2, B-1/5, B-1/6, B-1/7, B-1/11, B-1/12, B-1/23, B-1/25, B-1/27, B-1/28, B-1/30, B-1/33, B-1/36, B-1/37, B-1/40	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2 Work No. 37
B-2/1, B-2/4, B-2/5, B-2/8, B-2/9, B-2/10, B-2/17, B-2/20, B-2/22, B-2/26, B-2/29, B-2/32, B-2/35, B-2/37, B-2/40, B-2/43, B-2/44, B-2/63, B-2/64, B-2/65, B-2/68, B-2/72, B-2/74, B-2/75, B-2/76, B-2/77, B-2/79, B-2/86, B-2/88, B-2/92, B-2/97, B-2/99, B-2/101, B-2/103, B-2/104, B-2/105, B-2/106, B-2/107, B-2/116, B-2/117, B-2/135, B-2/136, B-2/137	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2 Work No. 25 Work No. 37 Work No. 40
B-3/2, B-3/3, B-3/3a, B-3/4, B-3/16, B-3/17, B-3/20, B-3/22, B-3/26, B-3/27, B-3/29, B-3/30, B-3/43, B-3/44, B-3/48, B-3/50, B-3/51, B-3/59, B-3/63, B-3/69, B-3/72, B-3/82, B-3/89, B-3/93, B-3/94, B-3/102	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2 Work No. 25 Work No. 37
B-4/1, B-4/10, B-4/11, B-4/12, B-4/13, B-4/15, B-4/36, B-4/49, B-4/52, B-4/53, B-4/54, B-4/55, B-4/57, B-4/60, B-4/66, B-4/67, B-4/68, B-4/70, B-4/80, B-4/81, B-4/82, B-4/83, B-4/84, B-4/85	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2 Work No. 25 Work No. 40
B-5/7, B-5/15, B-5/19, B-5/31, B-5/49, B-5/52, B-5/54, B-5/55, B-5/58, B-5/59, B-5/61, B-5/62, B-5/63, B-5/64, B-5/69, B-5/73, B-5/75, B-5/77, B-5/80, B-5/81, B-5/82, B-5/83, B-5/86, B-5/88, B-5/93, B-5/94, B-5/98, B-5/99, B-5/100, B-5/103, B-5/110, B-5/111, B-5/112, B-5/113, B-5/114	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2 Work No. 25 Work No. 40
B-6/2, B-6/3, B-6/5, B-6/12, B-6/13, B-6/14, B-6/15, B-6/18, B-6/25, B-6/51,	Temporary use for construction, mitigation, maintenance, access and/or	Work No. 2 Work No. 39

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(1) *Plot number of land shown on Land Plan*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*
B-6/54, B-6/57, B-6/58, B-6/62, B-6/64, B-6/67, B-6/70, B-6/75, B-6/77, B-6/79, B-6/81, B-6/82, B-6/84, B-6/89, B-6/90, B-6/92, B-6/94, B-6/95, B-6/99, B-6/102, B-6/106, B-6/110	dismantling of redundant infrastructure	
B-7/2, B-7/5, B-7/6, B-7/7, B-7/8, B-7/9, B-7/13, B-7/16, B-7/21, B-7/23, B-7/25, B-7/28, B-7/36, B-7/42, B-7/43, B-7/44, B-7/45, B-7/50, B-7/53, B-7/56, B-7/58, B-7/63, B-7/64, B-7/65, B-7/66, B-7/67	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2 Work No. 39
B-8/6, B-8/8, B-8/9, B-8/11, B-8/13, B-8/14, B-8/17, B-8/19, B-8/22, B-8/25, B-8/26, B-8/27, B-8/33, B-8/37, B-8/39, B-8/42, B-8/43, B-8/55, B-8/57, B-8/61, B-8/70, B-8/71, B-8/73, B-8/76, B-8/82, B-8/84	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2
B-9/5, B-9/13, B-9/19, B-9/26, B-9/27, B-9/28, B-9/32, B-9/43, B-9/46, B-9/61, B-9/72, B-9/81, B-9/82, B-9/84, B-9/89, B-9/90, B-9/92, B-9/93, B-9/123, B-9/124, B-9/125	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2
B-10/7, B-10/17, B-10/18, B-10/26, B-10/30, B-10/33, B-10/34, B-10/41, B-10/44, B-10/46, B-10/59, B-10/62, B-10/63, B-10/66, B-10/67, B-10/70, B-10/71, B-10/72, B-10/73, B-10/74, B-10/78, B-10/80	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2
B-11/2, B-11/7, B-11/8, B-11/9, B-11/10, B-11/11, B-11/12, B-11/16, B-11/19, B-11/23, B-11/24, B-11/25, B-11/26, B-11/28, B-11/30, B-11/32, B-11/34, B-11/35, B-11/37, B-11/39, B-11/41, B-11/43, B-11/44, B-11/46, B-11/47, B-11/49, B-11/51, B-11/52, B-11/57, B-11/62, B-11/69, B-11/70, B-11/74, B-11/75	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2 Work No. 37
B-12/10, B-12/11, B-12/12,	Temporary use for	Work No. 2

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(1) *Plot number of land shown on Land Plan*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*
B-12/13, B-12/14, B-12/15, B-12/20, B-12/21, B-12/22, B-12/23, B-12/29, B-12/47, B-12/58, B-12/59, B-12/60, B-12/67, B-12/71, B-12/74, B-12/76, B-12/93, B-12/94, B-12/95, B-12/96, B-12/102, B-12/105, B-12/106, B-12/111, B-12/112, B-12/113	construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	
B-13/2, B-13/3, B-13/4, B-13/5, B-13/7, B-13/8, B-13/9, B-13/10, B-13/18, B-13/19, B-13/21, B-13/26, B-13/27, B-13/29, B-13/32, B-13/37, B-13/40, B-13/41, B-13/43, B-13/46, B-13/47, B-13/50, B-13/54, B-13/55, B-13/58, B-13/60, B-13/61, B-13/63, B-13/64	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2 Work No. 26 Work No. 40
B-14/3, B-14/4, B-14/9, B-14/11, B-14/15, B-14/17, B-14/19, B-14/24, B-14/26, B-14/28, B-14/35, B-14/41, B-14/43, B-14/48, B-14/57, B-14/59, B-14/63, B-14/65, B-14/66, B-14/73, B-14/77, B-14/81, B-14/84, B-14/88, B-14/89, B-14/94, B-14/95, B-14/98, B-14/100, B-14/101, B-14/104, B-14/105, B-14/106, B-14/107, B-14/108, B-14/109, B-14/110	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2 Work No. 26 Work No. 40
B-15/1, B-15/8, B-15/9, B-15/10, B-15/11, B-15/13, B-15/18, B-15/20, B-15/22, B-15/26, B-15/29, B-15/31, B-15/32, B-15/34	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2
B-16/2, B-16/7, B-16/10, B-16/19, B-16/21, B-16/28, B-16/37, B-16/39, B-16/40, B-16/50, B-16/52, B-16/63, B-16/65, B-16/69, B-16/84, B-16/86, B-16/90, B-16/94, B-16/99, B-16/106, B-16/107, B-16/108, B-16/109, B-16/113, B-16/123, B-16/126, B-16/127, B-16/128, B-16/130, B-16/131, B-16/132, B-16/134	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2 Work No. 27 Work No. 40
B-17/5, B-17/6, B-17/8, B-17/9, B-17/13, B-17/16, B-17/17, B-17/18, B-17/20, B-17/21, B-17/28, B-17/32,	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant	Work No. 2 Work No. 27

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(1) *Plot number of land shown on Land Plan*	(2) *Purpose for which temporary possession may be taken*	(3) *Relevant part of the authorised development*
B-17/36, B-17/55, B-17/57, B-17/58, B-17/59, B-17/60, B-17/61, B-17/62, B-17/66, B-17/69, B-17/76, B-17/77, B-17/94, B-17/96, B-17/101, B-17/110, B-17/111	infrastructure	
B-18/6, B-18/7, B-18/8, B-18/9, B-18/10, B-18/11, B-18/12, B-18/13, B-18/17, B-18/18, B-18/19, B-18/20, B-18/22, B-18/23, B-18/24, B-18/32, B-18/33, B-18/34, B-18/35, B-18/38, B-18/39, B-18/40, B-18/41, B-18/42, B-18/48, B-18/51, B-18/52, B-18/56, B-18/57, B-18/58, B-18/59, B-18/61, B-18/72, B-18/99, B-18/101, B-18/102, B-18/106, B-18/112, B-18/116	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2 Work No. 27
B-19/16, B-19/17, B-19/18, B-19/24, B-19/27, B-19/34, B-19/39, B-19/65, B-19/67, B-19/75, B-19/78, B-19/79, B-19/83, B-19/90, B-19/102, B-19/103, B-19/106, B-19/134, B-19/137, B-19/138, B-19/140	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2 Work No. 27 Work No. 40
B-20/7, B-20/8, B-20/27, B-20/37, B-20/39, B-20/43, B-20/44, B-20/47, B-20/48, B-20/51, B-20/61, B-20/63, B-20/70, B-20/71, B-20/72, B-20/80, B-20/82, B-20/83, B-20/95, B-20/96, B-20/101, B-20/104, B-20/105, B-20/108, B-20/114, B-20/136, B-20/149, B-20/152, B-20/156, B-20/169, B-20/171, B-20/172, B-20/173, B-20/174, B-20/175, B-20/177, B-20/178, B-20/180, B-20/182, B-20/186, B-20/189, B-20/194, B-20/196, B-20/197, B-20/200, B-20/201, B-20/204, B-20/205, B-20/211, B-20/212, B-20/213, B-20/214, B-20/217, B-20/219, B20/219a, B-20/222, B-20/225, B-20/227, B-20/228, B-20/229, B-20/232,	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 2 Work No. 3 Work No. 4 Work No. 5 Work No. 27 Work No. 28 Work No. 29 Work No. 37 Work No. 40

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(1) *Plot number of land shown on Land Plan*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*
B-20/234, B-20/235, B-20/236, B-20/237, B-20/238, B-20/239, B-20/244, B-20/245, B-20/246, B-20/247, B-20/249, B-20/250, B-20/252, B-20/265, B-20/266		
B-21/1, B-21/4, B-21/5, B-21/22, B-21/87, B-21/88, B-21/89, B-21/91, B-21/92, B-21/97, B-21/99, B-21/101, B-21/103, B-21/104, B-21/115, B-21/116, B-21/120, B-21/122, B-21/125	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 5 Work No. 28 Work No. 29 Work No. 37 Work No. 39 Work No. 40
B-22/1, B-22/2	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 39

Section C

(1) *Plot number of land shown on Land Plan*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*
C-1/3, C-1/5, C-1/12, C-1/13, C-1/14, C-1/20	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 5 Work No. 28 Work No. 30 Work No. 40
C-2/2, C-2/5, C-2/7, C-2/13, C-2/14, C-2/15, C-2/16, C-2/23, C-2/24, C-2/26, C-2/27, C-2/28, C-2/29, C-2/40, C-2/48, C-2/53, C-2/59, C-2/61, C-2/62, C-2/64, C-2/65, C-2/66, C-2/67, C-2/68, C-2/70, C-2/71, C-2/74, C-2/75, C-2/77, C-2/78, C-2/81, C-2/84, C-2/85, C-2/86, C-2/87, C-2/89, C-2/92, C-2/93, C-2/94, C-2/96, C-2/97, C-2/99, C-2/100, C-2/101, C-2/103, C-2/105, C-2/106, C-2/107, C-2/108, C-2/109, C-2/110, C-2/111, C-2/112, C-2/113, C-2/115, C-2/116, C-2/117, C-2/119, C-2/122, C-2/123, C-2/125, C-2/126, C-2/132, C-2/134, C-2/136, C-2/138, C-2/139,	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 5 Work No. 28 Work No. 29 Work No. 30 Work No. 40

(1) *Plot number of land shown on Land Plan*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*
C-2/140		
C-3/1, C-3/3, C-3/5, C-3/7, C-3/10, C-3/11, C-3/17, C-3/21, C-3/26, C-3/27, C-3/35, C-3/36, C-3/37, C-3/38, C-3/39, C-3/42, C-3/45, C-3/49, C-3/51, C-3/55, C-3/57, C-3/58, C-3/59, C-3/65, C-3/70, C-3/80, C-3/81, C-3/82, C-3/84, C-3/87, C-3/88, C-3/90, C-3/92, C-3/95, C-3/96, C-3/97, C-3/101, C-3/102, C-3/103, C-3/104, C-3/105, C-3/106, C-3/118, C-3/122, C-3/123	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 5 Work No. 30 Work No. 40
C-4/6, C-4/8, C-4/10, C-4/13, C-4/30, C-4/41, C-4/45, C-4/49, C-4/52, C-4/57, C-4/61	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 5
C-5/2, C-5/14, C-5/15, C-5/16, C-5/19, C-5/20, C-5/22, C-5/23, C-5/29, C-5/31, C-5/32, C-5/34	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 5
C-6/7, C-6/9, C-6/11, C-6/13, C-6/14, C-6/15, C-6/16, C-6/17, C-6/18, C-6/19, C-6/23, C-6/25, C-6/41, C-6/45, C-6/46, C-6/47, C-6/49, C-6/50	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 5 Work No. 6 Work No. 7 Work No. 37
C-7/1, C-7/2, C-7/4, C-7/5, C-7/7, C-7/8, C-7/14, C-7/19, C-7/20, C-7/22, C-7/26, C-7/27, C-7/28, C-7/29, C-7/31, C-7/32, C-7/36, C-7/38, C-7/39, C-7/40, C-7/41, C-7/42, C-7/43, C-7/44, C-7/45, C-7/48, C-7/51, C-7/52, C-7/67, C-7/68, C-7/70	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 7 Work No. 37 Work No. 38
C-8/3, C-8/4, C-8/9, C-8/11, C-8/13, C-8/14, C-8/15, C-8/17, C-8/18, C-8/19, C-8/20, C-8/21, C-8/22, C-8/23, C-8/26, C-8/30, C-8/31, C-8/32, C-8/33, C-8/34a, C-8/38, C-8/39, C-8/46	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 7 Work No. 37 Work No. 38 Work No. 39
C-9/2, C-9/7, C-9/18, C-9/21, C-9/28, C-9/29, C-9/30, C-9/36, C-9/37, C-9/43, C-9/44, C-9/52, C-9/53,	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant	Work No. 7

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(1) *Plot number of land shown on Land Plan*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*
C-9/55, C-9/56, C-9/57, C-9/58, C-9/60, C-9/61, C-9/64, C-9/66, C-9/70, C-9/77, C-9/78, C-9/79, C-9/80, C-9/81, C-9/82, C-9/83, C-9/84, C-9/89, C-9/93, C-9/97, C-9/102, C-9/103	infrastructure	
C-10/2, C-10/3, C-10/5, C-10/7, C-10/9, C-10/10, C-10/11, C-10/12, C-10/13, C-10/17, C-10/22, C-10/26, C-10/27, C-10/28, C-10/31, C-10/32, C-10/33, C-10/35, C-10/36, C-10/40, C-10/41, C-10/46	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 7
C-11/1, C-11/2, C-11/3, C-11/4, C-11/5, C-11/6, C-11/7, C-11/8, C-11/10, C-11/11, C-11/13, C-11/14, C-11/16, C-11/18, C-11/24, C-11/29, C-11/30, C-11/31, C-11/32, C-11/33, C-11/34, C-11/37, C-11/38, C-11/39, C-11/40, C-11/45, C-11/49, C-11/69, C-11/70, C-11/72, C-11/72a, C-11/73, C-11/74, C-11/75, C-11/79, C-11/84, C-11/87, C-11/88, C-11/94, C-11/95, C-11/99, C-11/100	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 7 Work No. 37 Work No. 38
C-12/2, C-12/5, C-12/7, C-12/9, C-12/17, C-12/18, C-12/19, C-12/21, C-12/22, C-12/23, C-12/30, C-12/34, C-12/42, C-12/44, C-12/45, C-12/50, C-12/56, C-12/58, C-12/59, C-12/60, C-12/61, C-12/62, C-12/63, C-12/65, C-12/80, C-12/81, C-12/85, C-12/86, C-12/87	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 7 Work No. 9 Work No. 39 Work No. 37
C-13/9, C-13/10, C-13/13, C-13/14, C-13/15, C-13/16, C-13/17, C-13/18, C-13/22, C-13/31, C-13/44, C-13/53, C-13/60, C-13/61, C-13/69, C-13/73, C-13/80, C-13/93, C-13/111, C-13/114, C-13/118, C-13/123, C-13/142, C-13/201	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 7 Work No. 9
C-14/5, C-14/6, C-14/18, C-14/25, C-14/90, C-14/97, C-14/102, C-14/119, C-14/128	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant	Work No. 7 Work No. 8 Work No. 9 Work No. 37

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(1) *Plot number of land shown on Land Plan*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*
	infrastructure	Work No. 38 Work No. 39
C-15/2b, C-15/3b, C-15/3e, C-15/8, C-15/24, C-15/25, C-15/26, C-15/27, C-15/28, C-15/29, C-15/30, C-15/31, C-15/36, C-15/40, C-15/41	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 39
C-16/1a, C-16/1b, C-16/1c, C-16/1e, C-16/1f, C-16/1g, C-16/8, C-16/9, C-16/11, C-16/12, C-16/13, C-16/14, C-16/16a, C-16/17, C-16/18, C-16/19, C-16/20, C-16/21, C-16/23, C-16/24, C-16/25, C-16/26, C-16/27, C-16/28, C-16/29, C-16/30, C-16/31, C-16/32, C-16/35, C-16/36, C-16/38, C-16/40, C-16/41, C-16/42, C-16/43, C-16/45, C-16/46, C-16/47a, C-16/48a, C-16/49, C-16/50, C-16/53, C-16/55, C-16/59	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 39
C-17/36, C-17/44, C-17/50, C-17/51, C-17/54, C-17/56, C-17/65, C-17/75, C-17/78, C-17/95, C-17/97, C-17/99, C-17/100, C-17/101, C-17/105, C-17/107, C-17/108, C-17/112, C-17/113, C-17/114, C-17/115, C-17/117, C-17/117a, C-17/118, C-17/119, C-17/120, C-17/121, C-17/122, C-17/123, C-17/124, C-17/127, C-17/127a, C-17/128, C-17/129, C-17/130, C-17/131, C-17/132, C-17/134, C-17/136, C-17/137, C-17/140, C-17/141, C-17/142, C-17/143, C-17/144, C-17/145, C-17/146, C-17/148, C-17/149	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 7 Work No. 9 Work No. 39
C-18/32, C-18/38, C-18/44, C-18/68, C-18/107, C-18/109, C-18/114	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 9

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Section D

(1) *Plot number of land shown on Land Plan*	(2) *Purpose for which temporary possession may be taken*	(3) *Relevant part of the authorised development*
D-1/12, D-1/13, D-1/14, D-1/15, D-1/16, D-1/20, D-1/23, D-1/24, D-1/27, D-1/38, D-1/45, D-1/58, D-1/60, D-1/61, D-1/63, D-1/65	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 9
D-2/3, D-2/7, D-2/10, D-2/12, D-2/21, D-2/22, D-2/25, D-2/31, D-2/35, D-2/37, D-2/50, D-2/56	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 9 Work No. 10 Work No. 11 Work No. 37 Work No. 38
D-3/11, D-3/13, D-3/16, D-3/23, D-3/24, D-3/30, D-3/35, D-3/38, D-3/40, D-3/42, D-3/43, D-3/45, D-3/46, D-3/49, D-3/51, D-3/52, D-3/53, D-3/64, D-3/71, D-3/73, D-3/74, D-3/77, D-3/80, D-3/81, D-3/84, D-3/89, D-3/91, D-3/92, D-3/93, D-3/95, D-3/100, D-3/102, D-3/103, D-3/104	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 10 Work No. 11 Work No. 37 Work No. 38
D-4/2, D-4/3, D-4/5, D-4/7, D-4/8, D-4/9, D-4/10, D-4/13, D-4/14, D-4/16, D-4/17, D-4/21, D-4/22, D-4/23, D-4/25, D-4/26, D-4/27, D-4/28, D-4/29, D-4/31, D-4/32, D-4/33, D-4/34, D-4/35, D-4/36, D-4/37, D-4/38, D-4/39, D-4/44, D-4/46, D-4/50, D-4/51, D-4/52, D-4/53, D-4/54, D-4/62, D-4/65, D-4/66, D-4/74, D-4/80, D-4/83, D-4/84, D-4/86, D-4/87, D-4/89, D-4/91, D-4/92, D-4/96	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 11 Work No. 12 Work No. 13 Work No. 37
D-5/8, D-5/9, D-5/11, D-5/13, D-5/32, D-5/39, D-5/52, D-5/54, D-5/56, D-5/63, D-5/64	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 13
D-6/1, D-6/4, D-6/6, D-6/7, D-6/8, D-6/9, D-6/10, D-6/11, D-6/12, D-6/14, D-6/16, D-6/19, D-6/20, D-6/22, D-6/26, D-6/27, D-6/29, D-6/31, D-6/35, D-6/44, D-6/53, D-6/57, D-6/59,	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 13

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(1) *Plot number of land shown on Land Plan*	(2) *Purpose for which temporary possession may be taken*	(3) *Relevant part of the authorised development*
D-6/61, D-6/63, D-6/64, D-6/65		
D-7/5, D-7/21, D-7/25, D-7/30, D-7/32, D-7/41, D-7/46, D-7/53, D-7/56, D-7/57, D-7/65, D-7/66, D-7/71, D-7/73, D-7/74, D-7/100, D-7/102, D-7/104, D-7/105, D-7/113, D-7/116, D-7/117, D-7/120, D-7/122	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 13
D-8/3, D-8/5, D-8/12, D-8/17, D-8/19, D-8/21, D-8/24	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 13
D-9/10, D-9/14, D-9/17, D-9/18, D-9/24, D-9/27, D-9/38, D-9/39, D-9/43, D-9/50, D-9/53, D-9/55, D-9/56, D-9/57, D-9/59, D-9/60, D-9/62, D-9/64, D-9/65, D-9/68, D-9/74, D-9/75, D-9/77, D-9/87, D-9/126, D-9/135, D-9/138, D-9/140, D-9/141, D-9/144	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 13 Work No. 37

Section E

(1) *Plot number of land shown on Land Plan*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*
E-1/1, E-1/2, E-1/5, E-1/15, E-1/23, E-1/24, E-1/26, E-1/27, E-1/34, E-1/40, E-1/41, E-1/42, E-1/46, E-1/48, E-1/52, E-1/57, E-1/58, E-1/61, E-1/68, E-1/76, E-1/77, E-1/81, E-1/84, E-1/86, E-1/87	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 13
E-2/1, E-2/2, E-2/3, E-2/6, E-2/8, E-2/10, E-2/11, E-2/12, E-2/16, E-2/19, E-2/22, E-2/23, E-2/29, E-2/33, E-2/40, E-2/63, E-2/64, E-2/65, E-2/68, E-2/69, E-2/70, E-2/72, E-2/74, E-2/76, E-2/77, E-2/78, E-2/80, E-2/85, E-2/87, E-2/90, E-2/98, E-2/102, E-2/104, E-2/110, E-2/112, E-2/118, E-2/119, E-2/125	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 13
E-3/4, E-3/14, E-3/20, E-3/21,	Temporary use for	Work No. 13

(1) *Plot number of land shown on Land Plan*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*
E-3/24, E-3/26, E-3/29, E-3/34, E-3/40, E-3/42, E-3/43, E-3/45, E-3/46, E-3/48, E-3/54, E-3/57, E-3/58, E-3/59, E-3/60, E-3/62, E-3/63, E-3/67	construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	
E-4/1, E-4/7, E-4/9, E-4/11, E-4/14, E-4/27, E-4/35, E-4/42, E-4/44, E-4/46, E-4/57, E-4/59, E-4/60, E-4/61, E-4/64, E-4/89, E-4/90, E-4/93, E-4/94	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 13
E-5/5, E-5/6, E-5/11, E-5/13, E-5/15, E-5/16, E-5/22, E-5/25, E-5/27, E-5/28, E-5/31, E-5/35, E-5/39, E-5/50, E-5/51, E-5/56, E-5/62, E-5/65, E-5/68, E-5/70, E-5/81, E-5/83, E-5/84, E-5/86, E-5/87, E-5/88, E-5/90, E-5/96, E-5/99, E-5/101, E-5/104, E-5/111, E-5/112, E-5/116, E-5/117, E-5/118, E-5/121	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 13
E-6/3, E-6/4, E-6/5, E-6/6, E-6/8, E-6/11, E-6/12, E-6/13, E-6/24, E-6/26, E-6/33, E-6/34, E-6/39, E-6/40, E-6/42, E-6/45, E-6/61	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 13 Work No. 14 Work No. 15 Work No. 16 Work No. 17 Work No. 37
E-7/2, E-7/3, E-7/13, E-7/14, E-7/17, E-7/35, E-7/37, E-7/38, E-7/39, E-7/46, E-7/47, E-7/50, E-7/53, E-7/57, E-7/58, E-7/63, E-7/64, E-7/66, E-7/67, E-7/70, E-7/71, E-7/72, E-7/73, E-7/74, E-7/75, E-7/76, E-7/77, E-7/78, E-7/81	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 31 Work No. 40
E-8/1, E-8/2, E-8/3, E-8/4, E-8/5, E-8/6, E-8/7, E-8/10, E-8/14, E-8/16, E-8/18, E-8/22	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 31 Work No. 40

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(1) *Plot number of land shown on Land Plan*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*
F-1/15, F-1/16, F-1/22, F-1/23, F-1/29, F-1/30, F-1/33, F-1/34, F-1/35, F-1/38, F-1/39, F-1/40, F-1/42, F-1/43, F-1/45, F-1/51, F-1/52, F-1/57, F-1/58, F-1/59, F-1/60, F-1/61, F-1/62, F-1/63, F-1/64, F-1/65, F-1/67, F-1/68, F-1/69, F-1/70, F-1/71, F-1/72, F-1/74, F-1/83, F-1/89, F-1/90, F-1/91, F-1/92, F-1/93	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 31 Work No. 40
F-2/2, F-2/3, F-2/7, F-2/10, F-2/19, F-2/20, F-2/22, F-2/27, F-2/28, F-2/30, F-2/54, F-2/58, F-2/59, F-2/60, F-2/67, F-2/73	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 37
F-3/5, F-3/12, F-3/17, F-3/18, F-3/19, F-3/19a, F-3/22, F-3/23, F-3/24, F-3/26, F-3/30, F-3/31, F-3/33, F-3/40, F-3/41, F-3/44, F-3/47, F-3/48, F-3/49, F-3/52, F-3/53, F-3/55, F-3/57, F-3/58, F-3/61, F-3/62, F-3/68, F-3/69, F-3/70, F-3/72, F-3/76, F-3/90, F-3/91, F-3/93, F-3/101, F-3/105, F-3/107, F-3/109, F-3/110, F-3/111, F-3/114, F-3/119	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 37
F-4/14, F-4/19, F-4/25, F-4/28, F-4/38, F-4/41	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17
F-5/3, F-5/17, F-5/19, F-5/21, F-5/22, F-5/23, F-5/25, F-5/26, F-5/31, F-5/32, F-5/33, F-5/50, F-5/52, F-5/54, F-5/55	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17
F-6/4, F-6/9, F-6/13, F-6/15, F-6/16, F-6/17, F-6/19, F-6/23, F-6/25, F-6/26, F-6/29, F-6/45, F-6/48, F-6/53, F-6/58, F-6/60	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17
F-7/8, F-7/9, F-7/11, F-7/19, F-7/23, F-7/25, F-7/26, F-7/28, F-7/29, F-7/30, F-7/31, F-7/32, F-7/33, F-7/34, F-7/35, F-7/37, F-7/38, F-7/41, F-7/43, F-7/44, F-7/45, F-7/46, F-7/48, F-7/49, F-7/50, F-7/52, F-7/54, F-7/55, F-7/60, F-7/61, F-7/62, F-7/64, F-7/65, F-7/66, F-7/68, F-7/69,	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17

(1) *Plot number of land shown on Land Plan*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*
F-7/72, F-7/75, F-7/78, F-7/80, F-7/81		
F-8/16, F-8/20, F-8/32, F-8/52, F-8/57, F-8/58, F-8/60, F-8/61, F-8/62, F-8/67, F-8/68, F-8/76, F-8/77, F-8/78, F-8/79, F-8/80, F-8/81, F-8/86, F-8/87, F-8/89, F-8/90, F-8/92, F-8/93, F-8/96, F-8/97, F-8/98	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17
F-9/3, F-9/4, F-9/5, F-9/6, F-9/8, F-9/9, F-9/18, F-9/20, F-9/25, F-9/35, F-9/43, F-9/44, F-9/45, F-9/55, F-9/57, F-9/58, F-9/62, F-9/63, F-9/64, F-9/66, F-9/68, F-9/69, F-9/70, F-9/73, F-9/74, F-9/76, F-9/88, F-9/90, F-9/99, F-9/108, F-9/109, F-9/111, F-9/113, F-9/114, F-9/118, F-9/120	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17
F-10/3, F-10/11, F-10/12, F-10/16, F-10/22, F-10/26, F-10/28, F-10/29, F-10/31, F-10/32, F-10/34, F-10/36, F-10/37, F-10/39, F-10/40, F-10/41, F-10/43, F-10/47, F-10/55, F-10/57, F-10/61, F-10/72, F-10/74, F-10/76	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 39

Section G

(1) *Plot number of land shown on Land Plans*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*
G-1/1, G-1/2, G-1/3, G-1/4, G-1/5, G-1/6, G-1/18, G-1/27, G-1/29, G-1/31, G-1/32, G-1/34, G-1/35, G-1/36, G-1/37, G-1/39, G-1/42, G-1/45	Temporary use for construction mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 39
G-2/2, G-2/6, G-2/19, G-2/45, G-2/47, G-2/55, G-2/56, G-2/58, G-2/71, G-2/72, G-2/73, G-2/74, G-2/77, G-2/80, G-2/81, G-2/90, G-2/92, G-2/93, G-2/94, G-2/95, G-2/98, G-2/99, G-2/100, G-2/103, G-2/108, G-2/112, G-2/115, G-2/118, G-2/131, G-2/132, G-2/136, G-2/139, G-2/140, G-2/143	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17
G-3/13, G-3/15, G-3/16, G-3/22, G-3/28, G-3/29, G-3/30, G-3/33, G-3/34, G-3/35, G-	Temporary use for construction, mitigation, maintenance, access and/or	Work No. 17 Work No. 32 Work No. 40

(1) *Plot number of land shown on Land Plans*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*
3/37, G-3/40, G-3/43, G-3/48, G-3/56, G-3/64	dismantling of redundant infrastructure	
G-4/3, G-4/4, G-4/5, G-4/8, G-4/9, G-4/10, G-4/12, G-4/14, G-4/16, G-4/17, G-4/18, G-4/22, G-4/23, G-4/25, G-4/28, G-4/29, G-4/33, G-4/48, G-4/53, G-4/55, G-4/56, G-4/63, G-4/66, G-4/67, G-4/68, G-4/70, G-4/71, G-4/72, G-4/73, G-4/74, G-4/75, G-4/76, G-4/82, G-4/87, G-4/90, G-4/96, G-4/99, G-4/102, G-4/105, G-4/109, G-4/111, G-4/112, G-4/113, G-4/115, G-4/117, G-4/121, G-4/129, G-4/130, G-4/131, G-4/132, G-4/133, G-4/134, G-4/137, G-4/139, G-4/140, G-4/141, G-4/142, G-4/143, G-4/145	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No 32 Work No. 40
G-5/2, G-5/4, G-5/5, G-5/6, G-5/7, G-5/8, G-5/14, G-5/21, G-5/22, G-5/23, G-5/25, G-5/26, G-5/27, G-5/29, G-5/32, G-5/37, G-5/38, G-5/38a, G-5/48, G-5/50, G-5/58, G-5/60, G-5/64, G-5/65, G-5/70, G-5/75, G-5/77, G-5/78, G-5/80, G-5/82, G-5/85, G-5/88, G-5/90	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17
G-6/3, G-6/6, G-6/7, G-6/10, G-6/11, G-6/18, G-6/19, G-6/20, G-6/21, G-6/29, G-6/41, G-6/43, G-6/49, G-6/53, G-6/54, G-6/56, G-6/57, G-6/58, G-6/59, G-6/62, G-6/63, G-6/64, G-6/67, G-6/68, G-6/69, G-6/70, G-6/71, G-6/72, G-6/75, G-6/77, G-6/80, G-6/81, G-6/82, G-6/84, G-6/85, G-6/86, G-6/87, G-6/89, G-6/90, G-6/98, G-6/99, G-6/101, G-6/102, G-6/105, G-6/106, G-6/110, G-6/112, G-6/113, G-6/114, G-6/115, G-6/118, G-6/119, G-6/120, G-6/126, G-6/127, G-6/136, G-6/137, G-6/139, G-6/140, G-6/141, G-6/142, G-6/144, G-6/149, G-6/150, G-6/151, G-6/152, G-6/157, G-6/159, G-6/161, G-6/162, G-6/166, G-6/167, G-6/171, G-6/172, G-6/175, G-6/176, G-6/177, G-6/179, G-6/181, G-6/182, G-6/184, G-	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 33 Work No. 34 Work No. 35 Work No. 37 Work No. 39 Work No. 40

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(1) *Plot number of land shown on Land Plans*	(2) *Purpose for which temporary possession may be taken*	(3) *Relevant part of the authorised development*
6/185, G-6/186, G-6/190		

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Section H

(1) *Plot number of land shown on Land Plans*	(2) *Purpose for which temporary possession may be taken*	(3) *Relevant part of the authorised development*
H-1/14, H-1/18, H-1/19, H-1/23, H-1/25, H-1/27, H-1/28, H-1/29, H-1/30, H-1/33, H-1/34, H-1/36, H-1/38, H-1/39, H-1/45, H-1/49, H-1/52, H-1/53, H-1/55, H-1/56, H-1/57, H-1/58, H-1/59, H-1/60, H-1/61, H-1/62, H-1/65, H-1/66, H-1/73, H-1/74, H-1/75, H-1/77, H-1/78, H-1/81, H-1/82, H-1/87, H-1/88, H-1/89, H-1/90, H-1/91, H-1/95, H-1/97	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 17A Work No. 33 Work No. 34 Work No. 35 Work No. 37 Work No. 40
H-1A/2, H-1A/3, H-1A/8, H-1A/9, H-1A/10, H-1A/12, H-1A/14, H-1A/15, H-1A/16	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17A
H-1B/2, H-1B/3, H-1B/5, H-1B/8, H-1B/10, H-1B/11, H-1B/12, H-1B/13, H-1B/14, H-1B/15	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 17A
H-2/5, H-2/6, H-2/7, H-2/10, H-2/11, H-2/16, H-2/17, H-2/22, H-2/28, H-2/34, H-2/35, H-2/38, H-2/39, H-2/41, H-2/43, H-2/44, H-2/45, H-2/46, H-2/47, H-2/48, H-2/50, H-2/51	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 17A
H-3/2, H-3/4, H-3/11, H-3/23, H-3/29, H-3/34, H-3/36, H-3/41, H-3/48, H-3/59	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17
H-4/8, H-4/11, H-4/26a, H-4/32, H-4/33, H-4/40, H-4/41, H-4/45, H-4/53, H-4/56, H-4/90, H-4/98, H-4/99, H-4/100, H-4/102, H-4/103, H-4/104, H-4/105, H-4/106, H-4/107, H-4/108, H-4/112, H-4/126, H-4/128, H-4/133, H-4/136, H-4/137,	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 18 Work No. 19 Work No. 21 Work No. 23 Work No. 24 Work No. 36 Work No. 37

(1) *Plot number of land shown on Land Plans*	*(2)* *Purpose for which temporary possession may be taken*	*(3)* *Relevant part of the authorised development*
H-4/139, H-4/140		Work No. 40
H-5/6, H-5/8, H-5/10, H-5/20, H-5/27, H-5/28, H-5/29a, H-5/29g, H-5/37, H-5/39, H-5/48, H-5/50, H-5/92, H-5/93, H-5/96, H-5/98, H-5/99, H-5/103, H-5/105, H-5/106, H-5/108, H-5/109, H-5/113, H-5/116, H-5/117, H-5/123, H-5/124, H-5/125, H-5/126, H-5/136, H-5/143, H-5/178	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 17 Work No. 18 Work No. 19 Work No. 21 Work No. 22 Work No. 23 Work No. 24 Work No. 24 Work No. 36 Work No. 37
H-6/24b, H-6/30, H-6/47, H-6/52, H-6/55, H-6/56, H-6/58, H-6/59, H-6/60, H-6/61, H-6/63, H-6/66, H-6/69, H-6/71c, H-6/73, H-6/77, H-6/78, H-6/80, H-6/81, H-6/82, H-6/83, H-6/89, H-6/91, H-6/97, H-6/98, H-6/100, H-6/102, H-6/103, H-6/109, H-6/110	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 19 Work No. 20 Work No. 21 Work No. 22 Work No. 23 Work No. 24 Work No. 37
H-7/16, H-7/17, H-7/22, H-7/28, H-7/44a, H-7/55, H-7/56, H-7/64, H-7/73, H-7/88, H-7/94, H-7/104, H-7/128, H-7/130, H-7/131, H-7/134, H-7/140, H-7/141, H-7/150, H-7/165, H-7/167	Temporary use for construction, mitigation, maintenance, access and/or dismantling of redundant infrastructure	Work No. 19 Work No. 21

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SCHEDULE 12

Article 41

EXTINGUISHMENT OF PRIVATE RIGHTS AND RESTRICTIVE COVENANTS RELATING TO APPARATUS BELONGING TO NATIONAL GRID OR UKPN REMOVED FROM LAND SUBJECT TO TEMPORARY POSSESSION

National Grid

Area	*Plot*
District of Thurrock	H-6/109

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UKPN

Area	*Plot*
District of Mid Suffolk	B-2/5, B-2/63, B-2/72, B-2/75, B-2/77, B-2/88, B-2/92, B-2/116, B-2/117, B-2/128
District of Mid Suffolk	B-3/3a, B-3/26, B-3/29, B-3/30, B-3/31, B-3/37, B-3/38, B-3/43, B-3/44, B-3/94
District of Mid Suffolk	B-4/1, B-4/3, B-4/26, B-4/28, B-4/29, B-4/30, B-4/32, B-4/33, B-4/78, B-4/79
District of Mid Suffolk	B-5/2, B-5/20, B-5/25, B-5/33, B-5/34, B-5/46, B-5/59, B-5/69, B-5/73
District of Mid Suffolk	B-13/19, B-13/21, B-13/42, B-13/46, B-13/47, B-13/55
District of Mid Suffolk	B-14/11, B-14/29, B-14/38, B-14/47, B-14/57, B-14/66, B-14/88, B-14/89, B-14/95, B-14/98
District of Mid Suffolk	B-16/123
District of Mid Suffolk	B-17/1, B-17/8, B-17/16, B-17/18, B-17/20, B-17/21, B-17/23, B-17/39, B-17/55, B-17/59, B-17/60, B-17/69, B-17/77
District of Mid Suffolk	B-18/8, B-18/9, B-18/10, B-18/11, B-18/19, B-18/20, B-18/32, B-18/33, B-18/38, B-18/56, B-18/72, B-18/78
District of Mid Suffolk	B-19/5, B-19/46, B-19/61, B-19/71, B-19/84, B-19/85, B-19/100, B-19/103
District of Mid Suffolk	B-20/3, B-20/33, B-20/39, B-20/57, B-20/61, B-20/80, B-20/223, B-20/235, B-20/238, B-20/264, B-20/266
District of Mid Suffolk	B-21/97, B-21/98, B-21/99, B-21/100, B-21/104, B-21/115, B-21/116, B-21/119, B-21/125
District of Babergh	C-2/2, C-2/5, C-2/7, C-2/24, C-2/26, C-2/27, C-2/62, C-2/66, C-2/92, C-2/94, C-2/99, C-2/100, C-2/101, C-2/103, C-2/105, C-2/106, C-2/107, C-2/119, C-2/122, C-2/123
District of Babergh	C-3/59
District of Braintree	E-1/87
District of Braintree	E-2/2, E-2/6, E-2/8, E-2/11, E-2/12, E-2/20, E-2/98
District of Braintree	E-7/51, E-7/53, E-7/56, E-7/58
District of Braintree	E-8/6, E-8/10, E-8/14
District of Chelmsford	F-1/63, F-1/65
District of Brentwood	G-4/14, G-4/17, G-4/18, G-4/23, G-4/48, G-4/55, G-4/56, G-4/61, G-4/68, G-4/70, G-4/74, G-4/82, G-4/90, G-4/96, G-4/99, G-4/104, G-4/110, G-4/111, G-4/112
District of Brentwood	G-6/125, G-6/126, G-6/127, G-6/190
District of Basildon	G-6/89, G-6/110, G-6/112, G-6/119, G-6/122

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Area	*Plot*
District of Thurrock	H-1/19, H-1/23, H-1/25, H-1/27, H-1/29, H-1/35
District of Thurrock	H-4/125, H-4/129
District of Thurrock	H-5/8

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SCHEDULE 13

Article 49

TRAFFIC REGULATION ORDERS

PART 1

TEMPORARY RESTRICTION OF WAITING AND RESTRICTION OF SPEED

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(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the traffic regulation order plans*	*(4)* *Note*
Norfolk County Council	Mangreen Hall Lane	Between points TR-A-001 and TR-A-002 as shown on Section A, Sheet 1.	Speed limit to be restricted to 30mph.
Norfolk County Council	Hickling Lane	Between points TR-A-003 and TR-A-004 as shown on Section A, Sheet 1.	Speed limit to be restricted to 30mph.
Norfolk County Council	Church Road, Swainsthorpe	Between points TR-A-005 and TR-A-006 as shown on Section A, Sheet 1.	Speed limit to be restricted to 30mph.
Norfolk County Council	Brick Kiln Lane	Between points TR-A-007 and TR-A-008 as shown on Section A, Sheet 2.	Speed limit to be restricted to 30mph.
Norfolk County Council	Long Lane	Between points TR-A-009 and TR-A-010 as shown on Section A, Sheet 3.	Speed limit to be restricted to 30mph.
Norfolk County Council	Flordon Road	Between points TR-A-011 and TR-A-014 as shown on Section A, Sheet 4.	Speed limit to be restricted to 40mph.
Norfolk County Council	B1113 Norwich Road	Between points TR-A-011 and TR-A-013 as shown on Section A, Sheet 4.	Speed limit to be restricted to 40mph.
Norfolk County Council	Wymondham Road	Between points TR-A-012 and TR-A-014 as shown on Section A, Sheet 4.	Speed limit to be restricted to 40mph.
Norfolk County Council	Marsh Lane	Between points TR-A-015 and TR-A-016 as shown on Section A, Sheet 4.	Speed limit to be restricted to 40mph.
Norfolk County Council	Hapton Road/ Fundenhall Road	Between points TR-A-017 and TR-A-018 as shown on Section A, Sheet 5.	Speed limit to be restricted to 50mph.

(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the traffic regulation order plans*	*(4)* *Note*
Norfolk County Council	Hurn Lane / Stickfer Lane	Between points TR-A-019 and TR-A-020 as shown on Section A, Sheet 5.	Speed limit to be restricted to 30mph.
Norfolk County Council	Cheney's Lane	Between points TR-A-021 and TR-A-022 as shown on Section A, Sheet 6.	Speed limit to be restricted to 40mph.
Norfolk County Council	Northfield Road	Between points TR-A-023 and TR-A-024 as shown on Section A, Sheet 6.	Speed limit to be restricted to 30mph.
Norfolk County Council	Tabernacle Lane	Between points TR-A-025 and TR-A-029 as shown on Section A, Sheet 6.	Speed limit to be restricted to 40mph.
Norfolk County Council	Link Road	Between points TR-A-026 and TR-A-027 as shown on Section A, Sheet 6.	Speed limit to be restricted to 40mph.
Norfolk County Council	Long Stratton Road	Between points TR-A-027 and TR-A-028 as shown on Section A, Sheet 6.	Speed limit to be restricted to 50mph.
Norfolk County Council	Low Common	Between points TR-A-030 and TR-A-031 as shown on Section A, Sheet 7.	Speed limit to be restricted to 30mph.
Norfolk County Council	Mill Road	Between points TR-A-032 and TR-A-033 as shown on Section A, Sheet 8.	Speed limit to be restricted to 40mph.
Norfolk County Council	Black Barn Road	Between points TR-A-034 and TR-A-035 as shown on Section A, Sheets 8 and 9.	Speed limit to be restricted to 50mph.
Norfolk County Council	Heywood Road, Winfarthing	Between points TR-A-038 and TR-A-039 as shown on Section A, Sheet 10.	Speed limit to be restricted to 40mph.
Norfolk County Council	Heywood Road, Shelfanger	Between points TR-A-040 and TR-A-041 as shown on Section A, Sheet 11.	Speed limit to be restricted to 40mph.
Norfolk County Council	B1077 Shelfanger Road	Between points TR-A-042 and TR-A-043 as shown on Section A, Sheet 12.	Speed limit to be restricted to 40mph.
Norfolk County Council	Darrow Lane	Between points TR-A-044 and TR-A-045 as shown on Section	Speed limit to be restricted to 40mph.

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(1) *Area*	(2) *Road*	(3) *Extent as shown on the traffic regulation order plans*	(4) *Note*
		A, Sheets 12 and 13.	
Norfolk County Council	Bressingham Road	Between points TR-A-046 and TR-A-047 as shown on Section A, Sheet 13.	Speed limit to be restricted to 30mph.
Norfolk County Council	The Doit / Doit Lane	Between points TR-A-050 and TR-A-053 as shown on Section A, Sheet 13.	Speed limit to be restricted to 30mph.
Norfolk County Council	Fen Lane	Between points TR-A-051 and TR-A-052 as shown on Section A, Sheet 13.	Speed limit to be restricted to 30mph.
Suffolk County Council	Ling Road	Between points TR-B-001 and TR-B-002 as shown on Section B, Sheet 1.	Speed limit to be restricted to 50mph.
Suffolk County Council	Lion Road	Between points TR-B-005 and TR-B-006 as shown on Section B, Sheet 1.	Speed limit to be restricted to 40mph.
Suffolk County Council	A143 Old Bury Road, Palgrave	Between points TR-B-007 and TR-B-008 as shown on Section B, Sheets 1 and 2.	Speed limit to be restricted to 50mph.
Suffolk County Council	Burgate Road / Road U5420 from C571 to U5421	Between points TR-B-017 and TR-B-020 as shown on Section B, Sheets 5 and 6.	Speed limit to be restricted to 50mph.
Suffolk County Council	Mellis Road	Between points TR-B-018 and TR-B-019 as shown on Section B, Sheet 6.	Speed limit to be restricted to 40mph.
Suffolk County Council	Thornham Road / Major Lane	Between points TR-B-019 and TR-B-021 as shown on Section B, Sheet 6.	Speed limit to be restricted to 30mph.
Suffolk County Council	Wickham Road	Between points TR-B-023 and TR-B-025 as shown on Section B, Sheet 7.	Speed limit to be restricted to 30mph.
Suffolk County Council	Wickham Lane	Between points TR-B-026 and TR-B-027 as shown on Section B, Sheet 7.	Speed limit to be restricted to 40mph.
Suffolk County Council	Stonham Road	Between points TR-B-032 and TR-B-033 as shown on Section B, Sheet 9.	Speed limit to be restricted to 40mph.
Suffolk County Council	Road U5219 to U5235, (unnamed	Between points TR-B-034 and TR-B-035	Speed limit to be restricted to 30mph.

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(1) *Area*	(2) *Road*	(3) *Extent as shown on the traffic regulation order plans*	(4) *Note*
	road between Hoggars Road/Mendlesham Green and Stowupland Road)	as shown on Section B, Sheet 9.	
Suffolk County Council	Debenham Lane, Stowupland (Off Saxham Street)	Between points TR-B-036 and TR-B-037 as shown on Section B, Sheet 10.	Speed limit to be restricted to 50mph.
Suffolk County Council	Mill Lane	Between points TR-B-041 and TR-B-043 as shown on Section B, Sheet 12.	Speed limit to be restricted to 50mph.
Suffolk County Council	B1113 Stowmarket Road	Between points TR-B-042 and TR-B-044 as shown on Section B, Sheet 12.	Speed limit to be restricted to 50mph.
Suffolk County Council	Hascot Hill	Between points TR-B-046 and TR-B-047 as shown on Section B, Sheets 14 and 15.	Speed limit to be restricted to 40mph.
Suffolk County Council	Holly Road	Between points TR-B-052 and TR-B-053 as shown on Section B, Sheets 16 and 17.	Speed limit to be restricted to 40mph.
Suffolk County Council	Bildeston Road	Between points TR-B-054 and TR-B-055 as shown on Section B, Sheet 17.	Speed limit to be restricted to 30mph.
Suffolk County Council	Hadleigh Road	Between points TR-B-057 and TR-B-059 as shown on Section B, Sheets 17 and 18.	Speed limit to be restricted to 30mph.
Suffolk County Council	Hadleigh Road	Between points TR-B-056 and TR-B-057 as shown on Section B, Sheet 18.	Speed limit to be restricted to 30mph.
Suffolk County Council	Blood Hill	Between points TR-B-056 and TR-B-060 as shown on Section B, Sheet 18.	Speed limit to be restricted to 30mph.
Suffolk County Council	Flowton Road	Between points TR-B-058 and TR-B-060 as shown on Section B, Sheets 18 and 19.	Speed limit to be restricted to 40mph.
Suffolk County Council	Bullen Lane	Between points TR-B-063 and TR-B-064 as shown on Section B, Sheets 20 and 21.	Speed limit to be restricted to 30mph. No waiting restriction 7:00am to 7:00pm Monday to Sunday.
Suffolk County	Finningham Road	Between points TR-	Speed limit to be

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(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the traffic regulation order plans*	*(4)* *Note*
Council		B-013 and TR-B-016 as shown on Section B, Sheet 22.	restricted to 30mph.
Suffolk County Council	Burstall Lane	Between points TR-C-003 and TR-C-004 as shown on Section C, Sheets 1 and 2.	Speed limit to be restricted to 30mph
Suffolk County Council	B1113 Bramford Road / B1113 High Street	Between points TR-C-001 and TR-C-002 as shown on Section C, Sheet 2.	No waiting restriction 7:00am to 7:00pm Monday to Sunday.
Suffolk County Council	A1071 Hadleigh Road / A1071 Thorpe's Hill	Between points TR-C-005 and TR-C-006 as shown on Section C, Sheets 1 and 2.	Speed limit to be restricted to 40mph.
Suffolk County Council	Chattisham Road	Between points TR-C-009 and TR-C-010 as shown on Section C, Sheets 3 and 4.	Speed limit to be restricted to 40mph.
Suffolk County Council	Bottle Bridge Road /Wenham Road	Between points TR-C-011 and TR-C-013 as shown on Section C, Sheets 3, 4, 5 and 6.	Speed limit to be restricted to 50mph.
Suffolk County Council	Raydon Road	Between points TR-C-012 and TR-C-013 as shown on Section C, Sheet 6.	Speed limit to be restricted to 30mph.
Suffolk County Council	B1070 "Road southeast from B1070"	Between points TR-C-016 and TR-C-017 as shown on Section C, Sheet 7.	Speed limit to be restricted to 50mph.
Suffolk County Council	Bacons Green, Holton St Mary	Between points TR-C-018 and TR-C-019 as shown on Section C, Sheet 7.	Speed limit to be restricted to 40mph.
Suffolk County Council	Sandpits Lane	Between points TR-C-019 and TR-C-020 as shown on Section C, Sheets 7 and 9.	Speed limit to be restricted to 30mph.
Suffolk County Council	B1068 Holtonwood Road	Between points TR-C-025 and TR-C-026 as shown on Section C, Sheets 7, 8 and 9.	Retain existing speed limit 50mph.
Suffolk County Council	B1070 Hadleigh Road	Between points TR-C-021 and TR-C-022 as shown on Section C, Sheet 8.	Speed limit to be restricted to 30mph.
Suffolk County Council / National Highways	A12 Ipswich Road	Between points TR-C-023 and TR-C-024 as shown on Section	Speed limit to be restricted to 50mph.

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(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the traffic regulation order plans*	*(4)* *Note*
		C, Sheet 8.	
Suffolk County Council	Green Lane, Babergh	Between points TR-C-025 and TR-C-028 as shown on Section C, Sheet 9.	Speed limit to be restricted to 30mph.
Suffolk County Council	Higham Road	Between points TR-C-027 and TR-C-028 as shown on Section C, Sheet 9.	Speed limit to be restricted to 50mph.
Essex County Council	Low Lift Cottage Road	Between points TR-C-030 and TR-C-033 as shown on Section C, Sheet 10.	Speed limit to be restricted to 30mph.
Essex County Council	Docuras Farm Road	Between points TR-C-033 and TR-C-034 as shown on Section C, Sheet 10.	Speed limit to be restricted to 30mph.
Essex County Council	Water Lane / Dedham Road, Langham	Between points TR-C-034 and TR-C-039 as shown on Section C, Sheet 10.	Speed limit to be restricted to 30mph.
Essex County Council	Dedham Road, Langham	Between points TR-C-035 and TR-C-039 as shown on Section C, Sheet 10.	Speed limit to be restricted to 30mph.
Essex County Council	Rectory Road / Nightingale Hill	Between points TR-C-036 and TR-C-041 as shown on Section C, Sheet 10.	Speed limit to be restricted to 30mph.
Essex County Council	Ipswich Road	Between points TR-C-037 and TR-C-038 as shown on Section C, Sheet 11.	Speed limit to be restricted to 30mph.
Essex County Council	Perry Lane	Between points TR-C-040 and TR-C-041 as shown on Section C, Sheet 11.	Speed limit to be restricted to 40mph.
Essex County Council	Birchwood Road	Between points TR-C-042 and TR-C-043 as shown on Section C, Sheets 11 and 12.	Speed limit to be restricted to 40mph.
Essex County Council	B1029 Ardleigh Road / B1029 Dedham Road, Ardleigh	Between points TR-C-042 and TR-C-048 as shown on Section C, Sheet 12.	Speed limit to be restricted to 30mph.
Essex County Council	Home Farm Lane	Between points TR-C-051 and TR-C-058 as shown on Section C, Sheet 13.	Speed limit to be restricted to 30mph.
Essex County Council	Little Bromley Road, Ardleigh	Between points TR-C-055 and TR-C-058	Speed limit to be restricted to 30mph.

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(1) *Area*	(2) *Road*	(3) *Extent as shown on the traffic regulation order plans*	(4) *Note*
		as shown on Section C, Sheet 13.	
Essex County Council	Hungerdown Lane	Between points TR-C-049 and TR-C-061 as shown on Section C, Sheet 14.	Speed limit to be restricted to 30mph.
Essex County Council	Little Bromley Road, Little Bromley	Between points TR-C-063 and TR-C-064 as shown on Section C, Sheet 14.	Speed limit to be restricted to 30mph.
Essex County Council	Ardleigh Road, Little Bromley	Between points TR-C-064 and TR-C-065 as shown on Section C, Sheets 14 and 15.	Speed limit to be restricted to 30mph.
Essex County Council	Bentley Road, Little Bromley	Between points TR-C-069 and TR-C-071 as shown on Section C, Sheet 16.	Speed limit to be restricted to 30mph.
Essex County Council	Bentley Road, Little Bromley	Between points TR-C-071 and TR-C-073 as shown on Section C, Sheet 16.	Speed limit to be restricted to 40mph.
Essex County Council	Dead Lane	Between points TR-C-050 and TR-C-059 as shown on Section C, Sheet 17.	Speed limit to be restricted to 40mph.
Essex County Council	Wick Lane	Between points TR-C-054 and TR-C-059 as shown on Section C, Sheets 17 and 18.	Speed limit to be restricted to 30mph. No waiting restriction 7:00am to 7:00pm Monday to Sunday. Suspension of on-street parking.
Essex County Council	Old Ipswich Road	Between points TR-C-054 and TR-C-075 as shown on Section C, Sheet 18.	Speed limit to be restricted to 40mph.
Essex County Council	Old Ipswich Road	Between points TR-C-054 and TR-C-057 as shown on Section C, Sheet 18.	Speed limit to be restricted to 40mph.
Essex County Council	Old Ipswich Road	Between points TR-C-056 and TR-C-057 as shown on Section C, Sheet 18.	Speed limit to be restricted to 40mph. No waiting restriction 7:00am to 7:00pm Monday to Sunday.
Essex County Council	Old Ipswich Road	Between points TR-C-067 and TR-C-068 as shown on Section C, Sheet 18.	No waiting restriction 7:00am to 7:00pm Monday to Sunday.
Essex County Council	Turnpike Close	Between points TR-	Speed limit to be

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(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the traffic regulation order plans*	*(4)* *Note*
		D-001 and TR-D-002 as shown on Section D, Sheet 1.	restricted to 50mph.
Essex County Council	Langham Lane	Between points TR-D-003 and TR-D-004 as shown on Section D, Sheets 1 and 2.	Speed limit to be restricted to 50mph.
Essex County Council	Boxted Road	Between points TR-D-007 and TR-D-008 as shown on Section D, Sheets 2 and 3.	Speed limit to be restricted to 40mph.
Essex County Council	A134 The Causeway	Between points TR-D-008 and TR-D-009 as shown on Section D, Sheet 3.	Speed limit to be restricted to 30mph.
Essex County Council	School Lane	Between points TR-D-011 and TR-D-012 as shown on Section D, Sheet 3.	Speed limit to be restricted to 40mph.
Essex County Council	London Road	Between points TR-D-010 and TR-D-012 as shown on Section D, Sheet 3.	Speed limit to be restricted to 40mph.
Essex County Council	Vinesse Road	Between points TR-D-013 and TR-D-014 as shown on Section D, Sheet 4.	Speed limit to be restricted to 40mph.
Essex County Council	Crabtree Lane	Between points TR-D-015 and TR-D-017 as shown on Section D, Sheet 4.	Speed limit to be restricted to 40mph.
Essex County Council	B1508 Bures Road	Between points TR-D-016 and TR-D-017 as shown on Section D, Sheet 4.	Speed limit to be restricted to 50mph.
Essex County Council	Fordham Road	Between points TR-D-018 and TR-D-019 as shown on Section D, Sheet 4.	Speed limit to be restricted to 50mph.
Essex County Council	Fossetts Lane	Between points TR-D-019 and TR-D-020 as shown on Section D, Sheet 5.	Speed limit to be restricted to 40mph.
Essex County Council	Mill Road / Fiddler's Hill	Between points TR-D-020 and TR-D-021 as shown on Section D, Sheets 5 and 6.	Speed limit to be restricted to 40mph.
Essex County Council	A1124 Ford Street Hill	Between points TR-D-022 and TR-D-023 as shown on Section D, Sheet 6.	Speed limit to be restricted to 30mph.

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(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the traffic regulation order plans*	*(4)* *Note*
Essex County Council	Green Lane, Aldham	Between points TR-D-023 and TR-D-024 as shown on Section D, Sheet 7.	Speed limit to be restricted to 30mph.
Essex County Council	Brook Road, Aldham	Between points TR-D-025 and TR-D-026 as shown on Section D, Sheet 7.	Speed limit to be restricted to 40mph.
Essex County Council	Brook Road, Great Tey / Great Tey Road	Between points TR-D-027 and TR-D-028 as shown on Section D, Sheets 8 and 9.	Speed limit to be restricted to 30mph.
Essex County Council	Salmon's Lane	Between points TR-D-029 and TR-D-030 as shown on Section D, Sheet 9.	Speed limit to be restricted to 30mph.
Essex County Council / National Highways	A120 Colchester Road, Coggeshall	Between points TR-E-001 and TR-E-004 as shown on Section E, Sheet 1.	Speed limit to be restricted to 50mph.
Essex County Council / National Highways	A120 Colchester Road, Coggeshall	Between points TR-E-003 and TR-E-004 as shown on Section E, Sheet 1.	Suspension of parking within layby. No waiting restriction 7:00am to 7:00pm Monday to Sunday.
Essex County Council	Old Road	Between points TR-E-004 and TR-E-005 as shown on Section E, Sheet 1.	Speed limit to be restricted to 40mph.
Essex County Council	Coggeshall Road	Between points TR-E-006 and TR-E-007 as shown on Section E, Sheet 2.	Speed limit to be restricted to 40mph.
Essex County Council	Parkgate Road	Between points TR-E-010 and TR-E-011 as shown on Section E, Sheet 3.	Speed limit to be restricted to 40mph.
Essex County Council	Church Road / Park Road, Rivenhall	Between points TR-E-012 and TR-E-013 as shown on Section E, Sheet 4.	Speed limit to be restricted to 30mph.
Essex County Council	B1018 Witham Road / B1018 Cressing Road	Between points TR-E-014 and TR-E-015 as shown on Section E, Sheet 5.	Speed limit to be restricted to 40mph.
Essex County Council	Church Hill / The Street	Between points TR-E-016 and TR-E-017 as shown on Section E, Sheet 5.	Speed limit to be restricted to 30mph.
Essex County Council	Fairstead Road	Between points TR-E-018 and TR-E-019	Speed limit to be restricted to 40mph.

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(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the traffic regulation order plans*	*(4)* *Note*
		as shown on Section E, Sheet 6.	
Essex County Council	Fairstead Lodge Road	Between points TR-E-020 and TR-E-021 as shown on Section E, Sheet 7.	Speed limit to be restricted to 40mph.
Essex County Council	Spinks Lane	Between points TR-E-022 and TR-E-023 as shown on Section E, Sheet 8A.	No waiting restriction 7:00am to 7:00pm Monday to Sunday.
Essex County Council	Highfields Road	Between points TR-E-023 and TR-E-024 as shown on Section E, Sheet 8A.	No waiting restriction 7:00am to 7:00pm Monday to Sunday.
Essex County Council	Boreham Road	Between points TR-F-001 and TR-F-003 as shown on Section F, Sheet 1.	Speed limit to be restricted to 30mph.
Essex County Council	Fuller Street, Great Leighs	Between points TR-F-002 and TR-F-004 as shown on Section F, Sheet 1.	Speed limit to be restricted to 50mph.
Essex County Council	Goodmans Lane	Between points TR-F-005 and TR-F-007 as shown on Section F, Sheet 2.	Speed limit to be restricted to 30mph.
Essex County Council	Chatham Hall Lane	Between points TR-F-012 and TR-F-013 as shown on Section F, Sheet 3.	Speed limit to be restricted to 40mph.
Essex County Council	Chelmsford Road	Between points TR-F-014 and TR-F-015 as shown on Section F, Sheet 4.	Speed limit to be restricted to 30mph.
Essex County Council	Lark's Lane	Between points TR-F-015 and TR-F-016 as shown on Section F, Sheet 4.	Speed limit to be restricted to 40mph.
Essex County Council	Mashbury Road	Between points TR-F-019 and TR-F-020 as shown on Section F, Sheet 6.	Speed limit to be restricted to 40mph.
Essex County Council	A1060 Bishop's Stortford Road / A1060 Roxwell Road	Between points TR-F-021 and TR-F-022 as shown on Section F, Sheet 7.	Speed limit to be restricted to 50mph.
Essex County Council	Vicarage Road	Between points TR-F-023 and TR-F-024 as shown on Section F, Sheet 7.	Speed limit to be restricted to 30mph.
Essex County Council	A414 Ongar Road	Between points TR-F-	Speed limit to be

(1) *Area*	(2) *Road*	(3) *Extent as shown on the traffic regulation order plans*	(4) *Note*
		027 and TR-F-028 as shown on Section F, Sheet 8.	restricted to 40mph.
Essex County Council	Nathan's lane	Between points TR-F-031 and TR-F-032 as shown on Section F, Sheet 9.	Speed limit to be restricted to 50mph.
Essex County Council	Ivy Barn Lane	Between points TR-F-033 and TR-F-034 as shown on Section F, Sheet 10.	Speed limit to be restricted to 30mph.
Essex County Council	Church Lane, Margaretting, Ingatestone	Between points TR-G-003 and TR-G-004 as shown on Section G, Sheet 1.	Speed limit to be restricted to 40mph.
Essex County Council	Ingatestone Road	Between points TR-G-005 and TR-G-006 as shown on Section G, Sheet 2.	Speed limit to be restricted to 40mph.
Essex County Council	Old Church Lane, Mountnessing	Between points TR-G-008 and TR-G-009 as shown on Section G, Sheet 2.	Speed limit to be restricted to 40mph. No waiting restriction 7:00am to 7:00pm Monday to Sunday.
Essex County Council	A129 Rayleigh Road	Between points TR-G-010 and TR-G-011 as shown on Section G, Sheet 3.	Speed limit to be restricted to 30mph.
Essex County Council	Sudburys Farm Road	Between points TR-G-012 and TR-G-013 as shown on Section G, Sheet 5.	Speed limit to be restricted to 30mph.
Essex County Council	Botney Hill Road	Between points TR-G-014 and TR-G-015 as shown on Section G, Sheet 5.	Speed limit to be restricted to 50mph.
Essex County Council	Dunton Road	Between points TR-G-016 and TR-G-018 as shown on Section G, Sheets 5 and 6.	Speed limit to be restricted to 30mph.
Essex County Council	Brentwood Road	Between points TR-G-019 and TR-G-020 as shown on Section G, Sheet 6.	Speed limit to be restricted to 30mph.
Essex County Council	Lower Dunton Road	Between points TR-G-023 and TR-G-024 as shown on Section G, Sheet 6.	Speed limit to be restricted to 30mph.
Essex County Council	Lower Dunton Road	Between points TR-H-001 as shown on Section G, Sheet 6	Speed limit to be restricted to 30mph.

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(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the traffic regulation order plans*	*(4)* *Note*
		and TR-H-002 as shown on Section H, Sheets 1 and 1B.	
Thurrock Council	A128 Brentwood Road	Between points TR-H-004 and TR-H-005 as shown on Section H, Sheet 2.	Speed limit to be restricted to 30mph. No waiting restriction 7:00am to 7:00pm Monday to Sunday.
Thurrock Council	Buckingham Hill Road	Between points TR-H-010 and TR-H-012 as shown on Section H, Sheet 4.	Speed limit to be restricted to 30mph.
Thurrock Council	Hoford Road	Between points TR-H-011 and TR-H-013 as shown on Section H, Sheets 4 and 5.	Speed limit to be restricted to 30mph.
Thurrock Council	Hornsby Lane	Between points TR-H-019 and TR-H-020 as shown on Section H, Sheets 6 and 7.	Speed limit to be restricted to 30mph.

PART 2

TEMPORARY RESTRICTION OF ACCESS AND RESTRICTION OF MOVEMENT

(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the traffic regulation order plans*	*(4)* *Note*
Norfolk County Council	Mangreen Hall Lane	Between points TR-A-001 and TR-A-002 as shown on Section A, Sheet 1.	Prohibition of vehicular access.
Norfolk County Council	Hickling Lane	Between points TR-A-003 and TR-A-004 as shown on Section A, Sheet 1.	Prohibition of vehicular access.
Norfolk County Council	Church Road, Swainsthorpe	Between points TR-A-005 and TR-A-006 as shown on Section A, Sheet 1.	Prohibition of vehicular access.
Norfolk County Council	Brick Kiln Lane	Between points TR-A-007 and TR-A-008 as shown on Section A, Sheet 2.	Prohibition of vehicular access.
Norfolk County Council	Long Lane	Between points TR-A-009 and TR-A-010 as shown on Section	Prohibition of vehicular access.

(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the traffic regulation order plans*	*(4)* *Note*
		A, Sheet 3.	
Norfolk County Council	Flordon Road	Between points TR-A-011 and TR-A-014 as shown on Section A, Sheet 4.	Prohibition of vehicular access.
Norfolk County Council	B1113 Norwich Road	Between points TR-A-011 and TR-A-013 as shown on Section A, Sheet 4.	Prohibition of vehicular access.
Norfolk County Council	Wymondham Road	Between points TR-A-012 and TR-A-014 as shown on Section A, Sheet 4.	Prohibition of vehicular access.
Norfolk County Council	Marsh Lane	Between points TR-A-015 and TR-A-016 as shown on Section A, Sheet 4.	Prohibition of vehicular access.
Norfolk County Council	Hapton Road/Fundenhall Road	Between points TR-A-017 and TR-A-018 as shown on Section A, Sheet 5.	Prohibition of vehicular access.
Norfolk County Council	Hurn Lane / Stickfer Lane	Between points TR-A-019 and TR-A-020 as shown on Section A, Sheet 5.	Prohibition of vehicular access.
Norfolk County Council	Cheney's Lane	Between points TR-A-021 and TR-A-022 as shown on Section A, Sheet 6.	Prohibition of vehicular access.
Norfolk County Council	Northfield Road	Between points TR-A-023 and TR-A-024 as shown on Section A, Sheet 6.	Prohibition of vehicular access.
Norfolk County Council	Tabernacle Lane	Between points TR-A-025 and TR-A-029 as shown on Section A, Sheet 6.	Prohibition of vehicular access.
Norfolk County Council	Link Road	Between points TR-A-026 and TR-A-027 as shown on Section A, Sheet 6.	Prohibition of vehicular access.
Norfolk County Council	Long Stratton Road	Between points TR-A-027 and TR-A-028 as shown on Section A, Sheet 6.	Prohibition of vehicular access.
Norfolk County Council	Low Common	Between points TR-A-030 and TR-A-031 as shown on Section A, Sheet 7.	Prohibition of vehicular access.
Norfolk County Council	Mill Road	Between points TR-A-032 and TR-A-033	Prohibition of vehicular access.

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(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the traffic regulation order plans*	*(4)* *Note*
		as shown on Section A, Sheet 8.	
Norfolk County Council	Black Barn Road	Between points TR-A-034 and TR-A-035 as shown on Section A, Sheets 8 and 9.	Prohibition of vehicular access.
Norfolk County Council	B1134 Long Row	Between points SM-A-036 and SM-A-037 as shown on Section A, Sheet 9.	Prohibition of vehicular access.
Norfolk County Council	Heywood Road, Winfarthing	Between points TR-A-038 and TR-A-039 as shown on Section A, Sheet 10.	Prohibition of vehicular access.
Norfolk County Council	Heywood Road, Shelfanger	Between points TR-A-040 and TR-A-041 as shown on Section A, Sheet 11.	Prohibition of vehicular access.
Norfolk County Council	B1077 Shelfanger Road	Between points TR-A-042 and TR-A-043 as shown on Section A, Sheet 12.	Prohibition of vehicular access.
Norfolk County Council	Darrow Lane	Between points TR-A-044 and TR-A-045 as shown on Section A, Sheets 12 and 13.	Prohibition of vehicular access.
Norfolk County Council	Bressingham Road	Between points TR-A-046 and TR-A-047 as shown on Section A, Sheet 13.	Prohibition of vehicular access.
Norfolk County Council	A1066 High Road	Between points TR-A-048 and TR-A-049 as shown on Section A, Sheet 13.	Prohibition of vehicular access.
Norfolk County Council	The Doit / Doit Lane	Between points TR-A-050 and TR-A-053 as shown on Section A, Sheet 13.	Prohibition of vehicular access.
Norfolk County Council	Fen Lane	Between points TR-A-051 and TR-A-052 as shown on Sections A, Sheet 13.	Prohibition of vehicular access
Suffolk County Council	Ling Road	Between points TR-B-001 and TR-B-002 as shown on Section B, Sheet 1.	Prohibition of vehicular access.
Suffolk County Council	Millway Lane	Between points TR-B-003 and TR-B-004 as shown on Section B, Sheet 1.	Prohibition of vehicular access.
Suffolk County	Lion Road	Between points TR-	Prohibition of

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(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the traffic regulation order plans*	*(4)* *Note*
Council		B-005 and TR-B-006 as shown on Section B, Sheet 1.	vehicular access.
Suffolk County Council	A143 Old Bury Road, Palgrave	Between points TR-B-007 and TR-B-008 as shown on Section B, Sheets 1 and 2.	Prohibition of vehicular access.
Suffolk County Council	Old Bury Road	Between points TR-B-009 and TR-B-010 as shown on Section B, Sheet 1.	Prohibition of vehicular access.
Suffolk County Council	Ash Road	Between points TR-B-011 and TR-B-014 as shown on Section B, Sheet 3.	Prohibition of vehicular access.
Suffolk County Council	Furze Way	Between points TR-B-012 and TR-B-015 as shown on Section B, Sheet 4.	Prohibition of vehicular access
Suffolk County Council	Burgate Road / Road U5420 from C571 to U5421	Between points TR-B-017 and TR-B-020 as shown on Section B, Sheets 5 and 6.	Prohibition of vehicular access.
Suffolk County Council	Mellis Road	Between points TR-B-018 and TR-B-019 as shown on Section B, Sheet 6.	Prohibition of vehicular access.
Suffolk County Council	Thornham Road / Major Lane	Between points TR-B-019 and TR-B-021 as shown on Section B, Sheet 6.	Prohibition of vehicular access.
Suffolk County Council	Eastlands Lane	Between points TR-B-022 and TR-B-024 as shown on Section B, Sheet 7.	Prohibition of vehicular access.
Suffolk County Council	Wickham Road	Between points TR-B-023 and TR-B-025 as shown on Section B, Sheet 7.	Prohibition of vehicular access.
Suffolk County Council	Wickham Lane	Between points TR-B-026 and TR-B-027 as shown on Section B, Sheet 7.	Prohibition of vehicular access.
Suffolk County Council	Cotton Road / Mendlesham Road	Between points TR-B-028 and TR-B-029 as shown on Section B, Sheet 8.	Prohibition of vehicular access.
Suffolk County Council	Access Road to Elden's Lane Farm	Between points TR-B-030 and TR-B-031 as shown on Section B, Sheet 8.	Prohibition of vehicular access.

(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the traffic regulation order plans*	*(4)* *Note*
Suffolk County Council	Stonham Road	Between points TR-B-032 and TR-B-033 as shown on Section B, Sheet 9.	Prohibition of vehicular access.
Suffolk County Council	Road U5219 to U5235, (unnamed road between Hoggars Road/Mendlesham Green and Stowupland Road)	Between points TR-B-034 and TR-B-035 as shown on Section B, Sheet 9.	Prohibition of vehicular access.
Suffolk County Council	Debenham Lane, Stowupland (Off Saxham Street)	Between points TR-B-036 and TR-B-037 as shown on Section B, Sheet 10.	Prohibition of vehicular access.
Suffolk County Council	A1120 Bell's Lane	Between points TR-B-038 and TR-B-039 as shown on Section B, Sheet 11.	Prohibition of vehicular access.
Suffolk County Council / National Highways	A14	Between points TR-B-040 and TR-B-045 as shown on Section B, Sheets 11, 11A and 11B.	Prohibition of vehicular access.
Suffolk County Council	Mill Lane	Between points TR-B-041 and TR-B-043 as shown on Section B, Sheet 12.	Prohibition of vehicular access.
Suffolk County Council	B1113 Stowmarket Road	Between points TR-B-042 and TR-B-044 as shown on Section B, Sheet 12.	Prohibition of vehicular access.
Suffolk County Council	Hascot Hill	Between points TR-B-046 and TR-B-047 as shown on Section B, Sheets 14 and 15.	Prohibition of vehicular access.
Suffolk County Council	Needham Road	Between points TR-B-048 and TR-B-049 as shown on Section B, Sheet 14.	Prohibition of vehicular access.
Suffolk County Council	B1078 Ringshall Road	Between points TR-B-050 and TR-B-051 as shown on Section B, Sheet 16.	Prohibition of vehicular access.
Suffolk County Council	Holly Road	Between points TR-B-052 and TR-B-053 as shown on Section B, Sheets 16 and 17.	Prohibition of vehicular access.
Suffolk County Council	Bildeston Road	Between points TR-B-054 and TR-B-055 as shown on Section	Prohibition of vehicular access.

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(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the traffic regulation order plans*	*(4)* *Note*
		B, Sheet 17.	
Suffolk County Council	Hadleigh Road	Between points TR-B-057 and TR-B-059 as shown on Section B, Sheets 17 and 18.	Prohibition of vehicular access.
Suffolk County Council	Hadleigh Road	Between points TR-B-056 and TR-B-057 as shown on Section B, Sheet 18.	Prohibition of vehicular access.
Suffolk County Council	Blood Hill	Between points TR-B-056 and TR-B-060 as shown on Section B, Sheet 18.	Prohibition of vehicular access.
Suffolk County Council	Flowton Road	Between points TR-B-058 and TR-B-060 as shown on Section B, Sheets 18 and 19.	Prohibition of vehicular access.
Suffolk County Council	Tye Lane, Bramford	Between points TR-B-061 and TR-B-062 as shown on Section B, Sheets 19 and 20.	Prohibition of vehicular access.
Suffolk County Council	Bullen Lane	Between points TR-B-063 and TR-B-064 as shown on Section B, Sheets 20 and 21.	Prohibition of vehicular access.
Suffolk County Council	Finningham Road	Between points TR-B-013 and TR-B-016 as shown on Section B, Sheet 22.	Prohibition of vehicular access.
Suffolk County Council	Burstall Lane	Between points TR-C-003 and TR-C-004 as shown on Section C Sheets 1 and 2.	Prohibition of vehicular access.
Suffolk County Council	A1071 Thorpe's Hill / A1071 Hadleigh Road	Between points TR-C-005 and TR-C-006 as shown on Section C Sheets 1 and 2.	Prohibition of vehicular access.
Suffolk County Council	Washbrook Road	Between points TR-C-007 and TR-C-008 as shown on Section C Sheet 1.	Prohibition of vehicular access.
Suffolk County Council	Chattisham Road	Between points TR-C-009 and TR-C-010 as shown on Section C, Sheets 3 and 4.	Prohibition of vehicular access.
Suffolk County Council	Bottle Bridge Road / Wenham Road	Between points TR-C-011 and TR-C-013 as shown on Section C, Sheets 3, 4, 5 and 6.	Prohibition of vehicular access.
Suffolk County	Raydon Road	Between points TR-	Prohibition of

(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the traffic regulation order plans*	*(4)* *Note*
Council		C-012 and TR-C-013 as shown on Section C, Sheet 6.	vehicular access.
Suffolk County Council	Acacia Road	Between points TR-C-014 and TR-C-015 as shown on Section C, Sheets 7 and 8.	Prohibition of vehicular access.
Suffolk County Council	B1070 "Road southeast from B1070"	Between points TR-C-016 and TR-C-017 as shown on Section C, Sheet 7.	Prohibition of vehicular access.
Suffolk County Council	Bacons Green	Between points TR-C-018 and TR-C-019 as shown on Section C, Sheet 7.	Prohibition of vehicular access.
Suffolk County Council	Sandpits Lane	Between points TR-C-019 and TR-C-020 as shown on Section C, Sheets 7 and 9.	Prohibition of vehicular access.
Suffolk County Council	B1068 Holtonwood Road	Between points TR-C-025 and TR-C-026 as shown on Section C, Sheets 7, 8 and 9.	Prohibition of vehicular access.
Suffolk County Council	B1070 Hadleigh Road	Between points TR-C-021 and TR-C-022 as shown on Section C, Sheet 8.	Prohibition of vehicular access.
Suffolk County Council / National Highways	A12 Ipswich Road eastbound diverge	Between points TR-C-023 and TR-C-024 as shown on Section C, Sheet 8.	Prohibition of vehicular access.
Suffolk County Council / National Highways	A12 Ipswich Road eastbound merge	Between points TR-C-023 and TR-C-024 as shown on Section C, Sheet 8.	Prohibition of vehicular access.
Suffolk County Council	Green Lane, Babergh	Between points TR-C-025 and TR-C-028 as shown on Section C, Sheet 9.	Prohibition of vehicular access.
Suffolk County Council	Higham Road	Between points TR-C-027 and TR-C-028 as shown on Section C, Sheet 9.	Prohibition of vehicular access.
Essex County Council	Low Lift Cottage Road	Between points TR-C-030 and TR-C-033 as shown on Section C, Sheet 10.	Prohibition of vehicular access.
Essex County Council	Water Lane	Between points TR-C-031 and TR-C-032 as shown on Section C, Sheet 10.	Prohibition of vehicular access.

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(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the traffic regulation order plans*	*(4)* *Note*
Essex County Council	Docuras Farm Road	Between points TR-C-033 and TR-C-034 as shown on Section C, Sheet 10.	Prohibition of vehicular access.
Essex County Council	Water Lane / Dedham Road, Langham	Between points TR-C-034 and TR-C-039 as shown on Section C, Sheet 10.	Prohibition of vehicular access.
Essex County Council	Dedham Road, Langham	Between points TR-C-035 and TR-C-039 as shown on Section C, Sheet 10.	Prohibition of vehicular access.
Essex County Council	Rectory Road / Nightingale Hill / Grove Hill	Between points TR-C-036 and TR-C-041 as shown on Section C, Sheet 10.	Prohibition of vehicular access.
Essex County Council	Perry Lane, Langham	Between points TR-C-040 and TR-C-041 as shown on Section C, Sheet 11.	Prohibition of vehicular access.
Essex County Council	Birchwood Road, Dedham	Between points TR-C-042 and TR-C-043 as shown on Section C, Sheets 11 and 12.	Prohibition of vehicular access.
Essex County Council	B1029 Ardleigh Road / B1029 Dedham Road, Ardleigh	Between points TR-C-042 and TR-C-048 as shown on Section C, Sheet 12.	Prohibition of vehicular access.
Suffolk County Council /Essex County Council / National Highways	A12 Ipswich Road	Between points TR-C-029 and TR-C-044 as shown on Section C, Sheets 9 and 11.	Prohibition of vehicular access.
Essex County Council / National Highways	A12 Ipswich Road	Between points TR-C-044 and TR-C-045 as shown on Section C, Sheets 11 and 18.	Prohibition of vehicular access.
Essex County Council / National Highways	A12 Ipswich Road	Between points TR-C-045 and TR-C-066 as shown on Section C, Sheet 18 and Section D, Sheet 1.	Prohibition of vehicular access.
Essex County Council	Malting Farm Lane	Between points TR-C-046 and TR-C-047 as shown on Section C, Sheet 12.	Prohibition of vehicular access.
Essex County Council	Rookery Chase	Between points TR-C-048 and TR-C-053 as shown on Section C, Sheets 12 and 13.	Prohibition of vehicular access.
Essex County Council	B1029 Dedham Road	Between points TR-C-052 and TR-C-053	Prohibition of vehicular access.

(1) *Area*	(2) *Road*	(3) *Extent as shown on the traffic regulation order plans*	(4) *Note*
		as shown on Section C, Sheets 12 and 13.	
Essex County Council	Home Farm Lane	Between points TR-C-051 and TR-C-058 as shown on Section C, Sheet 13.	Prohibition of vehicular access.
Essex County Council	A137 Harwich Road	Between points TR-C-051 and TR-C-055 as shown on Section C, Sheet 13.	Prohibition of vehicular access.
Essex County Council	Little Bromley Road, Ardleigh	Between points TR-C-055 and TR-C-058 as shown on Section C, Sheet 13.	Prohibition of vehicular access.
Essex County Council	Morrow Lane	Between points TR-C-062 and TR-C-070 as shown on Section C, Sheets 13 and 14.	Prohibition of vehicular access.
Essex County Council	Hungerdown Lane	Between points TR-C-049 and TR-C-061 as shown on Section C, Sheet 14.	Prohibition of vehicular access.
Essex County Council	Grange Road	Between points TR-C-060 and TR-C-064 as shown on Section C, Sheets 14 and 15.	Prohibition of vehicular access.
Essex County Council	Ardleigh Road, Little Bromley	Between points TR-C-064 and TR-C-065 as shown on Section C, Sheets 14 and 15.	Prohibition of vehicular access.
Essex County Council	Bentley Road, Little Bromley	Between points TR-C-069 and TR-C-073 as shown on Section C, Sheet 16.	Prohibition of vehicular access.
Essex County Council -National Highways	A120 northbound merge	Between points TR-C-072 and TR-C-073 as shown on Section C, Sheet 16.	Prohibition of vehicular access.
Essex County Council / National Highways	A120 northbound diverge	Between points TR-C-073 and TR-C-074 as shown on Section C, Sheet 16.	Prohibition of vehicular access.
Essex County Council	Dead Lane	Between points TR-C-050 and TR-C-059 as shown on Section C, Sheet 17.	Prohibition of vehicular access.
Essex County Council	Wick Lane	Between points TR-C-054 and TR-C-059 as shown on Section C, Sheets 17 and 18.	Prohibition of vehicular access.
Essex County Council	Old Ipswich Road	Between points TR-	Prohibition of

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(1) Area	(2) Road	(3) Extent as shown on the traffic regulation order plans	(4) Note
		C-054 and TR-C-057 as shown on Section C, Sheet 18.	vehicular access.
Essex County Council	Turnpike Close	Between points TR-D-001 and TR-D-002 as shown on Section D, Sheet 1.	Prohibition of vehicular access.
Essex County Council	Turnpike Close	At access point TB-B016 as shown on Section D, Sheet 1.	Right turn prohibited with suitable traffic management to be agreed with the traffic authority.
Essex County Council	Langham Lane	Between points TR-D-003 and TR-D-004 as shown on Section D, Sheets 1 and 2.	Prohibition of vehicular access.
Essex County Council	Straight Road	Between points TR-D-005 and TR-D-006 as shown on Section D, Sheet 2.	Prohibition of vehicular access.
Essex County Council	Boxted Road	Between points TR-D-007 and TR-D-008 as shown on Section D, Sheets 2 and 3.	Prohibition of vehicular access.
Essex County Council	A134 The Causeway	Between points TR-D-008 and TR-D-009 as shown on Section D, Sheet 3.	Prohibition of vehicular access.
Essex County Council	School Lane	Between points TR-D-011 and TR-D-012 as shown on Section D, Sheet 3.	Prohibition of vehicular access.
Essex County Council	London road	Between points TR-D-010 and TR-D-012 as shown on Section D, Sheet 3.	Prohibition of vehicular access.
Essex County Council	Vinesse Road	Between points TR-D-013 and TR-D-014 as shown on Section D, Sheet 4.	Prohibition of vehicular access.
Essex County Council	Crabtree Lane	Between points TR-D-015 and TR-D-017 as shown on Section D, Sheet 4.	Prohibition of vehicular access.
Essex County Council	B1508 Bures Road	Between points TR-D-016 and TR-D-017 as shown on Section D, Sheet 4.	Prohibition of vehicular access.
Essex County Council	Fordham Road	Between points TR-D-018 and TR-D-019 as shown on Section	Prohibition of vehicular access.

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(1) *Area*	(2) *Road*	(3) *Extent as shown on the traffic regulation order plans*	(4) *Note*
		D, Sheet 4.	
Essex County Council	Fossetts Lane	Between points TR-D-019 and TR-D-020 as shown on Section D, Sheet 5.	Prohibition of vehicular access.
Essex County Council	Mill Road / Fiddler's Hill	Between points TR-D-020 and TR-D-021 as shown on Section D, Sheets 5 and 6.	Prohibition of vehicular access.
Essex County Council	A1124 Ford Street Hill	Between points TR-D-022 and TR-D-023 as shown on Section D, Sheet 6.	Prohibition of vehicular access.
Essex County Council	Green Lane, Aldham	Between points TR-D-023 and TR-D-024 as shown on Section D, Sheet 7.	Prohibition of vehicular access.
Essex County Council	Brook Road, Aldham	Between points TR-D-025 and TR-D-026 as shown on Section D, Sheet 7.	Prohibition of vehicular access.
Essex County Council	Brook Road / Great Tey Road	Between points TR-D-027 and TR-D-028 as shown on Section D, Sheets 8 and 9.	Prohibition of vehicular access.
Essex County Council	Salmon's Lane	Between points TR-D-029 and TR-D-030 as shown on Section D, Sheet 9.	Prohibition of vehicular access.
Essex County Council / National Highways	A120 Colchester Road, Coggeshall	At access point TB-B059 as shown on Section E, Sheet 1.	Right turn prohibited with suitable traffic management to be agreed with the traffic authority.
Essex County Council / National Highways	A120 Colchester Road, Coggeshall	Between points TR-E-002 and TR-E-004 as shown on Section E, Sheet 1.	Prohibition of vehicular access.
Essex County Council	Old Road	Between points TR-E-004 and TR-E-005 as shown on Section E, Sheet 1.	Prohibition of vehicular access.
Essex County Council	Skye Green Road	Between points TR-E-005 and TR-E-006 as shown on Section E, Sheet 1.	Prohibition of vehicular access.
Essex County Council	Coggeshall Road	Between points TR-E-006 and TR-E-007 as shown on Section E, Sheet 2.	Prohibition of vehicular access.
Essex County Council	B1024 Coggeshall	Between points TR-	Prohibition of

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(1) *Area*	(2) *Road*	(3) *Extent as shown on the traffic regulation order plans*	(4) *Note*
	Road	E-008 and TR-E-009 as shown on Section E, Sheet 2.	vehicular access.
Essex County Council	Parkgate Road	Between points TR-E-011 and TR-E-012 as shown on Section E, Sheet 3.	Prohibition of vehicular access.
Essex County Council	Church Road / Park Road, Rivenhall	Between points TR-E-012 and TR-E-013 as shown on Section E, Sheet 4.	Prohibition of vehicular access.
Essex County Council	B1018 Witham Road / B1018 Cressing Road	Between points TR-E-014 and TR-E-015 as shown on Section E, Sheet 5.	Prohibition of vehicular access.
Essex County Council	Church Hill / The Street	Between points TR-E-016 and TR-E-017 as shown on Section E, Sheet 5.	Prohibition of vehicular access.
Essex County Council	Fairstead Road	Between points TR-E-018 and TR-E-019 as shown on Section E, Sheet 6.	Prohibition of vehicular access.
Essex County Council	Fairstead Lodge Road	Between points TR-E-020 and TR-E-021 as shown on Section E, Sheet 7.	Prohibition of vehicular access.
Essex County Council	Boreham Road	Between points TR-F-001 and TR-F-003 as shown on Section F, Sheet 1.	Prohibition of vehicular access.
Essex County Council	Fuller Street	Between points TR-F-002 and TR-F-004 as shown on Section F, Sheet 1.	Prohibition of vehicular access.
Essex County Council	Paulk Hall Lane	Between points TR-F-006 and TR-F-007 as shown on Section F, Sheets 1 and 2.	Prohibition of vehicular access
Essex County Council	Goodmans Lane	Between points TR-F-005 and TR-F-007 as shown on Section F, Sheet 2.	Prohibition of vehicular access.
Essex County Council	A131 Braintree Road	Between points TR-F-008 and TR-F-009 as shown on Section F, Sheet 3.	Prohibition of vehicular access.
Essex County Council	B1008 Essex Regiment Way	Between points TR-F-010 and TR-F-011 as shown on Section F, Sheet 3.	Prohibition of vehicular access.

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(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the traffic regulation order plans*	*(4)* *Note*
Essex County Council	Chatham Hall Lane	Between points TR-F-012 and TR-F-013 as shown on Section F, Sheet 3.	Prohibition of vehicular access.
Essex County Council	Chelmsford Road	Between points TR-F-014 and TR-F-015 as shown on Section F, Sheet 4.	Prohibition of vehicular access.
Essex County Council	Lark's Lane	Between points TR-F-015 and TR-F-016 as shown on Section F, Sheet 4.	Prohibition of vehicular access.
Essex County Council	Chignal Road	Between points TR-F-017 and TR-F-018 as shown on Section F, Sheet 5.	Prohibition of vehicular access.
Essex County Council	Mashbury Road	Between points TR-F-019 and TR-F-020 as shown on Section F, Sheet 6.	Prohibition of vehicular access.
Essex County Council	A1060 Bishop's Stortford Road / A1060 Roxwell Road	Between points TR-F-021 and TR-F-022 as shown on Section F, Sheet 7.	Prohibition of vehicular access.
Essex County Council	Vicarage Road	Between points TR-F-023 and TR-F-024 as shown on Section F, Sheet 7.	Prohibition of vehicular access.
Essex County Council	Newney Green	Between points TR-F-025 and TR-F-026 as shown on Section F, Sheet 8.	Prohibition of vehicular access.
Essex County Council	A414 Ongar Road West	Between points TR-F-027 and TR-F-028 as shown on Section F, Sheet 8.	Prohibition of vehicular access.
Essex County Council	The Causeway	Between points TR-F-029 and TR-F-030 as shown on Section F, Sheet 8.	Prohibition of vehicular access.
Essex County Council	Nathan's Lane	Between points TR-F-031 and TR-F-032 as shown on Section F, Sheet 9.	Prohibition of vehicular access.
Essex County Council	Ivy Barn Lane	Between points TR-F-033 and TR-F-034 as shown on Section F, Sheet 10.	Prohibition of vehicular access.
Essex County Council / National Highways	A12	Between points TR-F-035 and TR-F-036 as shown on Section F,	Prohibition of vehicular access.

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(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the traffic regulation order plans*	*(4)* *Note*
		Sheets 10, 10A and 10B.	
Essex County Council	B1002 Main Road	Between points TR-G-001 and TR-G-002 as shown on Section G, Sheet 1.	Prohibition of vehicular access.
Essex County Council	Church Lane, Margaretting	Between points TR-G-003 and TR-G-004 as shown on Section G, Sheet 1.	Prohibition of vehicular access.
Essex County Council	Ingatestone Road	Between points TR-G-005 and TR-G-006 as shown on section G, Sheet 2.	Prohibition of vehicular access.
Essex County Council	Mountnessing Road	Between points TR-G-007 and TR-G-008 as shown on Section G, Sheet 2.	Prohibition of vehicular access.
Essex County Council	Old Church Lane, Mountnessing	Between points TR-G-008 and TR-G-009 as shown on Section G, Sheet 2.	Prohibition of vehicular access.
Essex County Council	A129 Rayleigh Road	Between points TR-G-010 and TR-G-011 as shown on Section G, Sheet 3.	Prohibition of vehicular access.
Essex County Council	Sudburys Farm Road	Between points TR-G-012 and TR-G-013 as shown on Section G, Sheet 5.	Prohibition of vehicular access.
Essex County Council	Botney Hill Road	Between points TR-G-014 and TR-G-015 as shown on Section G, Sheet 5.	Prohibition of vehicular access.
Essex County Council	Dunton Road	Between points TR-G-016 and TR-G-018 as shown on Section G, Sheets 5 and 6.	Prohibition of vehicular access.
Essex County Council / National Highways	A127 Southend Arterial Road	Between points TR-G-021 and TR-G-022 as shown on Section G, Sheets 6 and 6A.	Prohibition of vehicular access.
Essex County Council	Brentwood Road	Between points TR-G-019 and TR-G-020 as shown on Section G, Sheet 6.	Prohibition of vehicular access.
Essex County Council	Lower Dunton Road	Between points TR-G-023 and TR-G-024 as shown on Section G, Sheet 6.	Prohibition of vehicular access.
Essex County Council	Lower Dunton Road	Between points TR-	Prohibition of

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(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the traffic regulation order plans*	*(4)* *Note*
		H-001 as shown on Section G, Sheet 6 and TR-H-002 as shown on Section H, Sheets 1 and 1B.	vehicular access.
Thurrock Council	Doesgate Lane	Between points TR-H-002 and TR-H-003 as shown on Section H, Sheets 1, 1A and 1B.	Prohibition of vehicular access.
Thurrock Council	A128 Brentwood Road	Between points TR-H-004 and TR-H-005 as shown on Section H, Sheet 2.	Prohibition of vehicular access.
Thurrock Council	A128 Brentwood Road	At access point TB-B137 as shown on Section H, Sheet 2.	Right turn prohibited with suitable traffic management to be agreed with the traffic authority.
Thurrock Council	Orsett Road	Between points TR-H-006 and TR-H-007 as shown on Section H, Sheet 3.	Prohibition of vehicular access.
Thurrock Council / National Highways	A13 Stanford-le-hope Bypass Eastbound	Between points TR-H-008 and TR-H-009 as shown on Section H, Sheet 4.	Prohibition of vehicular access.
Thurrock Council / National Highways	A13 Stanford-le-hope Bypass Westbound	Between points TR-H-008 and TR-H-009 as shown on Section H, Sheet 4.	Prohibition of vehicular access.
Thurrock Council	Buckingham Hill Road	Between points TR-H-010 and TR-H-012 as shown on Section H, Sheet 4.	Prohibition of vehicular access.
Thurrock Council	Hoford Road	Between points TR-H-011 and TR-H-013 as shown on Section H, Sheets 4 and 5.	Prohibition of vehicular access.
Thurrock Council	Muckingford Road	Between points TR-H-013 and TR-H-014 as shown on Section H, Sheet 5.	Prohibition of vehicular access.
Thurrock Council	Brentwood Road	Between points TR-H-015 and TR-H-017 as shown on Section H, Sheet 6.	Prohibition of vehicular access.
Thurrock Council	High House Lane	Between points TR-H-016 and TR-H-018 as shown on Section H, Sheets 5 and 6.	Prohibition of vehicular access.

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(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the traffic regulation order plans*	*(4)* *Note*
Thurrock Council	Hornsby Lane	Between points TR-H-019 and TR-H-020 as shown on Section H, Sheets 6 and 7.	Prohibition of vehicular access.
Thurrock Council	Heath Road	Between points TR-H-021 and TR-H-023 as shown on Section H, Sheet 7.	Prohibition of vehicular access.

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PART 3

TEMPORARY NO OVERTAKING ORDER

(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the traffic regulation order plans*	*(4)* *Note*
Norfolk County Council	B1113 Norwich Road	Between points TR-A-011 and TR-A-013 as shown on Section A, Sheet 4.	Prohibition of vehicular overtaking.
Norfolk County Council	Flordon Road	Between points TR-A-011 and TR-A-014 as shown on Section A, Sheet 4.	Prohibition of vehicular overtaking.
Norfolk County Council	Wymondham Road	Between points TR-A-012 and TR-A-014 as shown on Section A, Sheet 4.	Prohibition of vehicular overtaking.
Norfolk County Council	Hapton Road/ Fundenhall Road	Between points TR-A-017 and TR-A-018 as shown on Section A, Sheet 5.	Prohibition of vehicular overtaking.
Norfolk County Council	Long Stratton Road	Between points TR-A-027 and TR-A-028 as shown on Section A, Sheet 6.	Prohibition of vehicular overtaking.
Norfolk County Council	B1134 Long Row	Between points TR-A-036 and TR-A-037 as shown on Section A, Sheet 9.	Prohibition of vehicular overtaking.
Norfolk County Council	B1077 Shelfanger Road	Between points TR-A-042 and TR-A-043 as shown on Section A, Sheet 12.	Prohibition of vehicular overtaking.
Norfolk County Council	A1066 High Road	Between points TR-A-048 and TR-A-049 as shown on Section A, Sheet 13.	Prohibition of vehicular overtaking.

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(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the traffic regulation order plans*	*(4)* *Note*
Suffolk County Council	A143 Old Bury Road, Palgrave	Between points TR-B-007 and TR-B-008 as shown on Section B, Sheets 1 and 2.	Prohibition of vehicular overtaking.
Suffolk County Council	A1120 Bell's Lane	Between points TR-B-038 and TR-B-039 as shown on Section B, Sheet 11.	Prohibition of vehicular overtaking.
Suffolk County Council	B1113 Stowmarket Road	Between points TR-B-042 and TR-B-044 as shown on Section B, Sheet 12.	Prohibition of vehicular overtaking.
Suffolk County Council	Hascot Hill	Between points TR-B-046 and TR-B-047 as shown on Section B, Sheets 14 and 15.	Prohibition of vehicular overtaking.
Suffolk County Council	B1078 Ringshall Road, Ringshall	Between points TR-B-050 and TR-B-051 as shown on Section B, Sheet 16.	Prohibition of vehicular overtaking.
Suffolk County Council	Hadleigh Road	Between points TR-B-057 and TR-B-059 as shown on Section B, Sheets 17 and 18.	Prohibition of vehicular overtaking.
Suffolk County Council	Hadleigh Road	Between points TR-B-056 and TR-B-057 as shown on Section B, Sheet 18.	Prohibition of vehicular overtaking.
Suffolk County Council	Bullen Lane	Between points TR-B-063 and TR-B-064 as shown on Section B, Sheets 20 and 21.	Prohibition of vehicular overtaking.
Suffolk County Council	A1071 Hadleigh Road / A1071 Thorpe's Hill	Between points TR-C-005 and TR-C-006 as shown on Section C Sheets 1 and 2.	Prohibition of vehicular overtaking.
Suffolk County Council	B1070 "Road southeast from B1070"	Between points TR-C-016 and TR-C-017 as shown on Section C, Sheet 7.	Prohibition of vehicular overtaking.
Suffolk County Council	B1068 Holtonwood Road	Between points TR-C-025 and TR-C-026 as shown on Section C, Sheets 7, 8 and 9.	Prohibition of vehicular overtaking.
Suffolk County Council	B1070 Hadleigh Road	Between points TR-C-021 and TR-C-022 as shown on Section C, Sheet 8.	Prohibition of vehicular overtaking.

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(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the traffic regulation order plans*	*(4)* *Note*
Essex County Council	B1029 Ardleigh Road / B1029 Dedham Road, Ardleigh	Between points TR-C-042 and TR-C-048 as shown on Section C, Sheet 12.	Prohibition of vehicular overtaking.
Essex County Council	A137 Harwich Road	Between points TR-C-051 and TR-C-055 as shown on Section C, Sheet 13.	Prohibition of vehicular overtaking.
Essex County Council	Bentley Road, Little Bromley	Between points TR-C-069 and TR-C-073 as shown on Section C, Sheet 16.	Prohibition of vehicular overtaking.
Essex County Council	Straight Road	Between points TR-D-005 and TR-D-006 as shown on Section D, Sheet 2.	Prohibition of vehicular overtaking.
Essex County Council	A134 The Causeway	Between points TR-D-008 and TR-D-009 as shown on Section D, Sheet 3.	Prohibition of vehicular overtaking.
Essex County Council	B1508 Bures Road	Between points TR-D-016 and TR-D-017 as shown on Section D, Sheet 4.	Prohibition of vehicular overtaking.
Essex County Council	A1124 Ford Street Hill	Between points TR-D-022 and TR-D-023 as shown on Section D, Sheet 6.	Prohibition of vehicular overtaking.
Essex County Council / National Highways	A120 Colchester Road, Coggeshall	Between points TR-E-001 and TR-E-004 as shown on Section E, Sheet 1.	Prohibition of vehicular overtaking.
Essex County Council	Skye Green Road	Between points TR-E-005 and TR-E-006 as shown on Section E, Sheet 1.	Prohibition of vehicular overtaking.
Essex County Council	Coggeshall Road	Between points TR-E-006 and TR-E-007 as shown on Section E, Sheet 2.	Prohibition of vehicular overtaking.
Essex County Council	B1024 Coggeshall Road	Between points TR-E-008 and TR-E-009 as shown on Section E, Sheet 2.	Prohibition of vehicular overtaking.
Essex County Council	B1018 Witham Road / B1018 Cressing Road	Between points TR-E-014 and TR-E-015 as shown on Section E, Sheet 5.	Prohibition of vehicular overtaking.

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(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the traffic regulation order plans*	*(4)* *Note*
Essex County Council	A131 Braintree Road	Between points TR-F-008 and TR-F-009 as shown on Section F, Sheet 3.	Prohibition of vehicular overtaking.
Essex County Council	B1008 Essex Regiment Way	Between points TR-F-010 and TR-F-011 as shown on Section F, Sheet 3.	Prohibition of vehicular overtaking.
Essex County Council	A1060 Bishop's Stortford Road A1060 Roxwell Road	Between points TR-F-021 and TR-F-022 as shown on Section F, Sheet 7.	Prohibition of vehicular overtaking.
Essex County Council	A414 Ongar Road	Between points TR-F-027 and TR-F-028 as shown on Section F, Sheet 8.	Prohibition of vehicular overtaking.
Essex County Council	B1002 Main Road	Between points TR-G-001 and TR-G-002 as shown on Section G, Sheet 1.	Prohibition of vehicular overtaking.
Essex County Council	Mountnessing Road	Between points TR-G-007 and TR-G-008 as shown on Section G, Sheet 2.	Prohibition of vehicular overtaking.
Essex County Council	Old Church Lane, Mountnessing	Between points TR-G-008 and TR-G-009 as shown on Section G, Sheet 2.	Prohibition of vehicular overtaking.
Essex County Council	A129 Rayleigh Road	Between points TR-G-010 and TR-G-011 as shown on Section G, Sheet 3.	Prohibition of vehicular overtaking.
Essex County Council	Dunton Road	Between points TR-G-017 and TR-G-018 as shown on Section G, Sheet 5.	Prohibition of vehicular overtaking.
Essex County Council	Lower Dunton Road	Between points TR-H-001 as shown on Section G, Sheet 6 and TR-H-002 as shown on Section H, Sheets 1 and 1B.	Prohibition of vehicular overtaking.
Thurrock Council	A128 Brentwood Road	Between points TR-H-004 and TR-H-005 as shown on Section H, Sheet 2.	Prohibition of vehicular overtaking.
Thurrock Council	Buckingham Hill Road	Between points TR-H-010 and TR-H-012 as shown on Section H, Sheet 4.	Prohibition of vehicular overtaking.
Thurrock Council	Brentwood Road	Between points TR-	Prohibition of

(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the traffic regulation order plans*	*(4)* *Note*
		H-015 and TR-H-017 as shown on Section H, Sheet 6.	vehicular overtaking.

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PART 4

PERMANENT RESTRICTION OF WAITING AND RESTRICTION OF SPEED

(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the traffic regulation order plans*	*(4)* *Note*
Suffolk County Council	Bullen Lane	Between points TR-B-063 and TR-B-064 as shown on Section B, Sheets 20 and 21.	Speed limit to be restricted to 30mph.
Suffolk County Council	Bottle Bridge Road / Wenham Road	Between points TR-C-011 and TR-C-013 as shown on Section C, Sheets 3, 4, 5 and 6.	Speed limit to be restricted to 50mph.
Essex County Council	Little Bromley Road, Little Bromley	Between points TR-C-063 and TR-C-064 as shown on Section C, Sheet 14.	Speed limit to be restricted to 30mph.
Essex County Council	Ardleigh Road, Little Bromley	Between points TR-C-064 and TR-C-065 as shown on Section C, Sheets 14 and 15.	Speed limit to be restricted to 30mph.
Essex County Council	Bentley Road, Little Bromley	Between points TR-C-069 and TR-C-071 as shown on Section C, Sheet 16.	Speed limit to be restricted to 30mph.
Essex County Council	Bentley Road, Little Bromley	Between points TR-C-071 and TR-C-073 as shown on Section C, Sheet 16.	Speed limit to be restricted to 40mph.
Essex County Council	Boxted Road	Between points TR-D-007 and TR-D-008 as shown on Section D, Sheets 2 and 3.	Speed limit to be restricted to 40mph.
Essex County Council	Crabtree Lane	Between points TR-D-015 and TR-D-017 as shown on Section D, Sheet 4.	Speed limit to be restricted to 40mph.
Essex County Council	Fairstead Road	Between points TR-E-018 and TR-E-019 as shown on Section E, Sheet 6.	Speed limit to be restricted to 40mph.

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(1) *Area*	*(2)* *Road*	*(3)* *Extent as shown on the traffic regulation order plans*	*(4)* *Note*
Thurrock Council	Hoford Road	Between points TR-H-011 and TR-H-013 as shown on Section H, Sheets 4 and 5.	Speed limit to be restricted to 30mph.
Thurrock Council	Brentwood Road	Between points TR-H-015 and TR-H-017 as shown on Section H, Sheet 6.	Speed limit to be restricted to 40mph.

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SCHEDULE 14

Article 51

TREES SUBJECT TO TREE PRESERVATION ORDERS

South Norfolk

(1) *Type of tree*	*(2)* *Location as shown on trees and hedgerows to be removed and/or managed plans*	*(3)* *Tree preservation order reference*
Individual tree subject to tree preservation order, oak	East of Flordon Road Section A, Sheet 3.	SN0697
Individual tree subject to tree preservation order, oak	North of Stickfer Lane Section A, Sheet 5.	SN0739
Group of trees subject to tree preservation order, mixed species	Within and up to 30 metres beyond the Order limits, land east of Fen Road, Bunwell, Norfolk Section A, Sheet 8.	SN0737

Babergh and Mid Suffolk

(1) *Type of tree*	*(2)* *Location as shown on trees and hedgerows to be removed and/or managed plans*	*(3)* *Tree preservation order reference*
Woodland subject to tree preservation order, various species but mainly oak, ash, elm, maple, thorn and hazel	Within and up to 30 metres beyond the Order limits, south of Palgrave Farm. Section B, Sheets 9 and 10.	MS66/W1
Woodland subject to tree preservation order, several trees consisting of mainly oak, ash, hornbeam and hazel	Within and up to 30 metres beyond the Order limits, southern boundary of Great Newton Wood. Section B, Sheet 13.	ES92/W2
Woodland subject to tree preservation order, mixed hardwoods consisting mainly of oak, ash, field maple, sycamore, hazel and hawthorn	Within and up to 30 metres beyond the Order limits, south of Tye Lane. Section B, Sheet 19.	MS59/W1

Tendring

(1) *Type of tree*	*(2)* *Location as shown on trees and hedgerows to be removed and/or managed plans*	*(3)* *Tree preservation order reference*
Individual tree subject to tree preservation order, oak	Northwest of Ardleigh, adjacent to A137. Section C, Sheet 12.	23/00006/TPO

(1) *Type of tree*	*(2)* *Location as shown on trees and hedgerows to be removed and/or managed plans*	*(3)* *Tree preservation order reference*
Individual tree subject to tree preservation order, oak	Northwest of Ardleigh, adjacent to A137. Section C, Sheet 13 Braintree.	23/00011/TPO
Individual tree subject to tree preservation order, oak	Northwest of Ardleigh, adjacent to A137. Section C Sheet 13.	23/00013/TPO
Group of trees subject to tree preservation order	Within and up to 30m beyond the Order limits, Bentley Road, near little Bromley. Section C, Sheet 16.	91/00021/TPO
Multiple individual trees subject to tree preservation order, oak, ash, holly.	Land at Junction of Ipswich Road and Wick Lane, Ardleigh, Essex. Section C, Sheet 18.	20/00001/TPO

Braintree

(1) *Type of tree*	*(2)* *Location as shown on trees and hedgerows to be removed and/or managed plans*	*(3)* *Tree preservation order reference*
Woodland subject to tree preservation order, mixed broadleaf species containing ash, hornbeam, hazel, oak.	Within and up to 30m beyond the Order limits, west of Church Road, Rivenhall. Section E, Sheet 4.	17/2010 - W1

Chelmsford

(1) *Type of tree*	*(2)* *Location as shown on trees and hedgerows to be removed and/or managed plans*	*(3)* *Tree preservation order reference*
Two single trees subject to tree preservation order, oak	Land north and west of 3 Cole Hill Cottages Boreham Road Boreham Chelmsford. Section F, Sheet 1.	TPO/2024/021
Woodland subject to tree preservation order, mixed broadleaf species containing ash, hornbeam, hazel, oak.	Within and up to 30m beyond the Order limits, Land South of Chignal St James, Chelmsford, Essex. Section F, Sheet 6.	TPO/1990/024
Group of trees subject to tree preservation order, contains 11 ash, 1 English oak and 1 English elm	Within and up to 30m beyond the Order limits, and to the north of The Causeway Highwood Road, Writtle, Chelmsford, Essex. Section F, Sheet 8.	TPO/1998/011

(1) *Type of tree*	*(2)* *Location as shown on trees and hedgerows to be removed and/or managed plans*	*(3)* *Tree preservation order reference*
Group of trees subject to tree preservation order, various species	Within and up to 30m beyond the Order limits, Land at Furze Hill, Ivy Barn Lane & Ivy Hill Hotel, Writtle Road Margaretting, Ingatestone, Essex. Section F, Sheet 10.	TPO/2000/044

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Basildon

(1) *Type of tree*	*(2)* *Location as shown on Trees and Hedgerows to be Removed and/or Managed Plans*	*(3)* *Tree preservation order reference*
Area subject to tree preservation order, various species	Within and up to 30m beyond the Order limits, between Sudburys Farm Road and Dunton Road. Section G, Sheets 5 and 6.	TPO/14/83
Multiple individual trees subject to tree preservation order, oak	North of Botney Hill Road. Section G, Sheet 5.	TPO/08/83
Area subject to tree preservation order, various species	Within and up to 30m beyond the Order limits, Fords Dunton Technical and Research Centre. Section G, Sheet 6.	TPO/02/71
Individual tree subject to tree preservation order, oak	Land North of Dunton Wayletts, Brentwood Road, Duton, Basildon, Essex. Section G, Sheet 6.	TPO/05/08

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Thurrock

(1) *Type of tree*	*(2)* *Location as shown on Trees and Hedgerows to be Removed and/or Managed Plans*	*(3)* *Tree preservation order reference*
Multiple individual trees subject to tree preservation order, oak	Adjacent to Hoford Road Section H, Sheet 4.	TPO/04/1995
Woodland subject to tree preservation order	Within and up to 30m beyond the Order limits, adjacent to Hoford Road. Section H, Sheet 4.	TPO/02/2003 TPO/08/2003 TPO/02/2004
Woodland subject to tree preservation order	Within and up to 30m beyond the Order limits, adjacent to Hoford Road. Section H, Sheet 4.	TPO/08/1990

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(1) *Type of tree*	*(2)* *Location as shown on Trees and Hedgerows to be Removed and/or Managed Plans*	*(3)* *Tree preservation order reference*
Woodland subject to tree preservation order	Within and up to 30m beyond the Order limits, adjacent to Hoford Road. Section H, Sheet 4.	TPO/08/1990

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SCHEDULE 15

Article 53

TEMPORARY SUSPENSION OF PUBLIC ACCESS TO ACCESS LAND

(1) *Area*	*(2)* *Location*	*(3)* *Area subject to temporary suspension of public access*
South Norfolk	Land North of Church Road, Norfolk	Area shaded orange and marked OAL1 within the Order limits as shown on Section A, Sheet 1 on the open access land plan.
South Norfolk	Land to the South of Church Road, Norfolk	Area shaded orange and marked OAL2 within the Order limits as shown on Section A, Sheet 1 on the open access land plan.
South Norfolk	Land to the South of Bressingham Road, Norfolk	Area shaded orange and marked OAL3 within the Order limits as shown on Section A, Sheet 13 on the open access land plan.
Mid Suffolk	Land encompassing Bury Road, Old Bury Road, Lion Road, Wortham BOAT 20 and access tracks, Suffolk	Area shaded orange and marked OAL4-A within the Order limits as shown on Section B, Sheet 1 on the open access land plan.
Mid Suffolk	Land encompassing Bury Road, Old Bury Road, Lion Road, Wortham BOAT 20 and access tracks, Suffolk	Area shaded orange and marked OAL4-B within the Order limits as shown on Section B, Sheet 1 on the open access land plan.
Mid Suffolk	The Marsh, Suffolk	Area shaded orange and marked OAL5 within the Order limits as shown on Section B, Sheet 2 on the open access land plan.
Mid Suffolk	Land at Rookery Farm, Suffolk	Area shaded orange and marked OAL6 within the Order limits as shown on Section B, Sheet 3 on the open access land plan.
Mid Suffolk	Land encompassing Ash Road,	Area shaded orange and

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(1) *Area*	(2) *Location*	(3) *Area subject to temporary suspension of public access*
	Drury Lane and land encompassing and surrounding The Common, Suffolk	marked OAL7 within the Order limits as shown on Section B, Sheet 3 on the open access land plan.
Mid Suffolk	Land encompassing and north of Furze Way and Burgate BOAT 35, Suffolk	Area shaded orange and marked OAL8 within the Order limits as shown on Section B, Sheet 4 on the open access land plan.
Mid Suffolk	Land encompassing Wickham Lane, Suffolk	Area shaded orange and marked OAL9-A within the Order limits as shown on Section B, Sheet 7 on the open access land plan.
Mid Suffolk	Land encompassing Wickham Lane, Suffolk	Area shaded orange and marked OAL9-B within the Order limits as shown on Section B, Sheet 7 on the open access land plan.
Braintree	Land encompassing Pantlings Lane and Kelvedon Bridleway 1, Essex	Area shaded orange and marked OAL10 within the Order limits as shown on Section E, Sheet 3 on the open access land plan.
Chelmsford	Land encompassing Handley Green Lane and access track to Marshalls Farm, Essex	Area shaded orange and marked OAL11 within the Order limits as shown on Section F, Sheet 10 on the open access land plan.

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SCHEDULE 16

Articles 44, 46 and 54

PROTECTIVE PROVISIONS

PART 1

PROTECTION FOR ELECTRICITY, GAS, WATER AND SEWERAGE UNDERTAKERS

1. For the protection of the statutory undertakers referred to in this Part of this Schedule (except for those statutory undertakers who are protected by an alternative Part of this Schedule) the following provisions, unless otherwise agreed in writing between the undertaker and the statutory undertaker concerned, have effect.

2. In this Part of this Schedule—

"alternative apparatus" means alternative apparatus adequate to enable the statutory undertaker in question to fulfil its statutory functions in a manner not less efficient than previously; "apparatus" means—

(a) in the case of an electricity undertaker, electric lines or electrical plant (as defined in the 1989 Act(**a**)), belonging to or maintained by that electricity undertaker for the purposes of electricity supply;

(b) in the case of a gas undertaker, any mains, pipes or other apparatus belonging to or maintained by that gas undertaker for the purposes of gas supply;

(c) in the case of a water undertaker, mains, pipes or other water apparatus belonging to or maintained by that water undertaker for the purposes of water supply; and

(d) in the case of a sewerage undertaker—

(i) any drain or works vested in the undertaker under the Water Industry Act 1991(**b**); and

(ii) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104 of that Act,

and includes a sludge main, disposal main (within the meaning of section 219 of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and in each case includes any structure in which 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

"statutory undertaker" means—

(e) any licence holder within the meaning of Part 1 of the 1989 Act;

(f) a gas transporter within the meaning of Part 1 of the Gas Act 1986(**c**);

(g) a water undertaker within the meaning of the Water Industry Act 1991; and

(h) a sewerage undertaker within the meaning of Part 1 of the Water Industry Act 1991,

for the area of the authorised development, and in relation to any apparatus, means the statutory undertaker to whom it belongs or by whom it is maintained.

3. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and the statutory undertaker are regulated by the provisions of Part 3 of the 1991 Act.

4. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

5.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of a statutory 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 statutory undertaker in question.

(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 statutory undertaker in question 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 on the land referred to in sub-paragraph (2), the statutory undertaker in question, must on receipt of a written notice to that effect from the undertaker, as

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(**a**) 1989 c.29.
(**b**) 1991 c.56.
(**c**) 1991 c.56.

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 statutory undertaker in question must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 62 (arbitration), and after the grant to the statutory 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 of this Schedule.

(5) Regardless of anything in sub-paragraph (4), if the undertaker gives notice in writing to the statutory undertaker in question 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 statutory undertaker, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the statutory undertaker.

(6) Nothing in sub-paragraph (4) 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.

6.—(1) Not less than 28 days before starting the execution of any works of the type referred to in paragraph 5(2) that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 5(2), the undertaker must submit to the statutory undertaker in question 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 statutory undertaker for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and the statutory undertaker is entitled to watch and inspect the execution of those works.

(3) Any requirements made by a statutory 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.

(4) If a statutory undertaker in accordance with sub-paragraph (3) 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, paragraphs 1 to 4 apply as if the removal of the apparatus had been required by the undertaker under paragraph 5(2).

(5) 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.

(6) 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 statutory undertaker in question notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (2) in so far as is reasonably practicable in the circumstances.

7.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to the statutory undertaker in question the proper and reasonable expenses reasonably incurred by that statutory 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 sub-paragraph (1), 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, 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 62 (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 the statutory undertaker in question by virtue of sub-paragraph (1) is to be reduced by the amount of that excess.

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

(a) an extension of apparatus to a length greater than the length of existing apparatus is not to 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 cable is agreed, or is determined to be necessary,

the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined.

An amount which apart from this sub-paragraph would be payable to a statutory undertaker in respect of works by virtue of sub-paragraph (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 statutory undertaker in question 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.

PART 2

PROTECTION FOR OPERATORS OF ELECTRONIC COMMUNICATIONS CODE NETWORKS

1.—(1) For the protection of any operator, the following provisions, unless otherwise agreed in writing between the undertaker and the operator, have effect.

(2) In this Part of this Schedule—

"conduit system" has the same meaning as in the electronic communications code and references to providing a conduit system are to be construed in accordance with paragraph 1(3A) of that code;

"electronic communications apparatus" has the same meaning as in the electronic communications code;

"the electronic communications code" has the same meaning as in Chapter 1 of Part 2 of the 2003 Act(**a**);

"electronic communications code network" means—

(a) so much of an electronic communications network or conduit system provided by an electronic communications code operator as is not excluded from the application of the electronic communications code by a direction under section 106 of the 2003 Act; and

(**a**) 2003 c.21.

(b) an electronic communications network which the Secretary of State is providing or proposing to provide; "electronic communications code operator" means a person in whose case the electronic communications code is applied by a direction under section 106 of the 2003 Act; and "operator" means the operator of an electronic communications code network.

2. The exercise of the powers of article 44 (statutory undertakers) is subject to Part 10 (undertaker's works affecting electronic communications apparatus) of the electronic communications code.

3.—(1) Subject to sub-paragraphs (2) to (3), if as the result of the authorised development or their construction, or of any subsidence resulting from any of those works any damage is caused to any electronic communications apparatus belonging to an operator (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works, or other property of an operator) the undertaker must bear and pay the cost reasonably and properly incurred by the operator in making good such damage.

(2) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage to the extent that it is attributable to the act, neglect or default of an operator, its officers, servants, contractors or agents.

(3) Any difference arising between the undertaker and the operator under this paragraph must be referred to and settled by arbitration under article 62 (arbitration).

4. This Part of this Schedule does not apply to—

(a) any apparatus in respect of which the relations between the undertaker and an operator are regulated by the provisions of Part 3 of the 1991 Act; or

(b) any damage, or any interruption, caused by electro-magnetic interference arising from the construction or use of the authorised development.

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

PART 3

FOR THE PROTECTION OF FLOOD AUTHORITIES

Application

1. The provisions of this Part have effect for the protection of the flood authority unless otherwise agreed in writing between the undertaker and flood authority.

Interpretation

2. In this Part of this Schedule—

"construction" includes execution, placing, altering, replacing, relaying and removal; and "construct" and "constructed" must be construed accordingly;

"drainage work" means any ordinary watercourse and includes any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage or flood defence in connection with an ordinary watercourse;

"flood authority" the relevant planning authority (as lead local flood authority within the meaning of the Flood and Water Management Act 2010)

"ordinary watercourse" has the meaning given by section 72 (interpretation) of the Land Drainage Act 1991;

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

"specified work" means any of the following works carried out in relation to any ordinary watercourse—

(a) erecting any mill dam, weir or other similar obstruction to the flow of the watercourse, or raising or otherwise altering any such obstruction;

(b) the construction or alteration of a bridge or other crossing structure;

(c) erecting a culvert in the watercourse; or

(d) altering a culvert in a manner that would be likely to affect the flow of the watercourse.

Approval of plans

3.—(1) The undertaker must not make any opening into or connections with any watercourse or drain in connection with the authorised development or carry out any specified work except—

(a) in accordance with plans approved by the flood authority in accordance with this Part of this Schedule or determined under paragraph 11 (disputes); and

(b) where the flood authority has been given the opportunity to supervise the making of the opening or connection,

and no discharge of water under article 20 (discharge of water) shall be made until details of the location and maximum rate of discharge have been submitted to and approved in writing by the flood authority (unless such location or maximum rate of discharge is in accordance with a drainage strategy approved by the relevant authority).

(2) Before commencing construction of a specified work, the undertaker must submit to the flood authority plans of the specified work and such further particulars available to it as the flood authority may reasonably request within 14 days of the submission of the plans.

(3) A specified work must not be constructed except in accordance with such plans as may be approved in writing by the flood authority or determined under paragraph 11 (Disputes).

(4) Any approval of the flood authority required under this paragraph—

(a) must not be unreasonably withheld or delayed;

(b) is deemed to have been given if it is neither given nor refused within 40 business days of the later of :

(i) submission of the plans for approval under sub-paragraph (1); or

(ii) submission of such further particulars as the flood authority may reasonably require under sub-paragraph (3);

(c) may be given subject to such reasonable requirements as the flood authority may make for the protection of any drainage work or for the prevention of flooding.

(5) Any refusal under this paragraph must be accompanied by a statement of the reasons for refusal. Any refusal under this paragraph may be referred to a single arbiter in accordance with paragraph 11 (Disputes).

(6) Nothing shall preclude the undertaker from submitting at any time or from time to time, in accordance with the timings required by this Part of this Schedule, a new plan, instead of a plan previously submitted, and having done so the provisions of this Part of this Schedule will apply to and in respect of the new plan.

(7) The undertaker will not be required to comply with this paragraph, or with sub-paragraphs 5(1) to 5(3) where it needs to carry out emergency works, but in that case it must give to the flood authority notice as soon as is reasonably practicable with a plan of those works, and must comply with the provisions of this Part of this Schedule insofar as is reasonably practicable in the circumstances.

4. Without limiting paragraph 3, the requirements which the flood authority may make under that paragraph include conditions requiring the undertaker at its own expense to construct such protective works, whether temporary or permanent, during the construction of the specified work (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments) as are reasonably necessary—

(a) to safeguard any drainage work against damage by reason of any specified work; or

(b) to secure that the efficiency of any drainage work for flood defence is not impaired, and that the risk of flooding is not otherwise increased, by reason of any specified work.

Specified and protective works

5.—(1) Subject to sub-paragraph (2), if commenced, any specified work, and all protective works required by the flood authority under paragraph 4, must be constructed—

(a) without unreasonable delay in accordance with the plans approved or deemed to have been approved or settled under this Part of this Schedule; and

(b) to the reasonable satisfaction of the flood authority, and an officer of the flood authority is entitled to watch and inspect the construction of such works at all reasonable times and on giving reasonable notice.

(2) The undertaker must give to the flood authority—

(a) notice in writing of its completion not later than 7 days after the date on which it is brought into use.

(3) If the flood authority reasonably requires, the undertaker must construct all or part of the protective works so that they are in place before commencing construction of the specified work to which the protective works relate.

(4) If any part of a specified work or any protective work required by the flood authority is constructed otherwise than in accordance with the requirements of this Part of this Schedule, or as otherwise agreed between the undertaker and the flood authority, the flood authority may by notice in writing require the undertaker at the undertaker's expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the flood authority in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is agreed, to restore the site to its former condition to such extent and within such limits as the flood authority reasonably requires.

(5) Subject to sub-paragraph (6) and paragraph (3), if within a reasonable period, being not less than 28 days from the date when a notice under sub-paragraph (4) is served on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and subsequently to make reasonably expeditious progress towards their implementation, the flood authority may execute the works specified in the notice, subject to the undertaker having the right to supervise the planning and execution of such works to the extent they may affect the authorised development, and any reasonable expenditure incurred by the flood authority in so doing is recoverable from the undertaker.

(6) In the event of any dispute as to whether sub-paragraph (4) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the flood authority must not, except in an emergency, exercise the powers conferred by sub-paragraph (5) until the dispute has been finally determined.

Maintenance of drainage works

6.—(1) Subject to sub-paragraph (5), the undertaker must from the commencement of the construction of any specified work maintain in good repair and condition and free from obstruction any part of a drainage work which is situated within land held or occupied by the undertaker for the purpose of or in connection with the specified work, whether the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any drainage work which the undertaker is liable to maintain is not maintained to the reasonable satisfaction of the flood authority, the flood authority may by notice in writing require the undertaker to repair and restore the drainage work, or any part of the drainage work, or (if the undertaker so elects and the flood authority in writing consents, such consent not to be unreasonably withheld or delayed), to remove the specified work and restore the site to its former condition, to such extent and within such limits as the flood authority reasonably requires.

(3) Subject to sub-paragraph (4) and paragraphs 8 and 9 if, within a reasonable period, being not less than 15 business days from the date when a notice under sub-paragraph (2) is served on the undertaker, the undertaker has failed to begin taking steps to comply with the reasonable requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the flood authority may do what is reasonably necessary for such compliance, subject to the undertaker having the right to supervise the planning and execution of such works to the extent they may affect the authorised development, and may recover any expenditure reasonably incurred by it in so doing from the undertaker.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the flood authority must not, except in a case of emergency, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined.

(5) This paragraph does not apply to—

(a) drainage works which are vested in the flood authority, or which the flood authority or another person is liable to maintain and is not prevented by this Order from so doing; and

(b) any obstruction of a drainage work for the purpose of a work or operation authorised by this Order and carried out in accordance with the provisions of this Part of this Schedule provided that any obstruction is removed as soon as reasonably practicable.

Expenses and indemnity

7. Subject to paragraphs 8 and 9, if, by reason of the construction of a specified work or of the failure of any such work the efficiency of any drainage work for flood defence and/or land drainage purposes is impaired, or that drainage work is otherwise damaged so as to require remedial action, such impairment or damage must be made good by the undertaker at its own expense as soon as reasonably practicable to the reasonable satisfaction of the flood authority, and if the undertaker fails to do so the flood authority may make good the impairment or damage and recover from the undertaker the expense reasonably incurred by it in doing so.

8. The undertaker shall provide reasonable compensation to the flood authority for the costs, charges and expenses which the flood authority may reasonably and properly incur in—

(a) the examination or approval of plans under this Part of this Schedule;

(b) inspecting the construction of a specified work or any protective works reasonably required by the flood authority under this Part of this Schedule; and

(c) subject at all times to receiving the prior written approval of the undertaker, carrying out any surveys or tests which are reasonably required in connection with the construction of the specified work.

9.—(1) Without limiting the other provisions of this Part, the undertaker indemnify the flood authority from all claims, demands, proceedings, costs, damages, expenses or loss, which may be made or taken against, recovered from, or incurred by, the flood authority by reason of—

(a) the construction, operation or maintenance of any specified works and protective works or the failure of any such works comprised within them;

(b) any damage to any drainage work so as to impair its efficiency for the purposes of flood defence;

(c) any act or omission of the undertaker, its employees, contractors or agents or others whilst engaged on upon the construction, operation or maintenance of the specified works or dealing with any failure of the specified works; and

(d) any raising or lowering of the water table in land adjoining the specified works or any sewers, drains and watercourses arising from the specified works or protective works; or

(e) any flooding or increased flooding of any such land arising from the specified works or protective works.

(2) The flood authority must give to the undertaker reasonable notice of any claims, demands, proceedings, costs, damages, expenses or loss and no settlement or compromise may be made without the agreement of the undertaker, such agreement not to be unreasonably withheld or delayed.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or loss to the extent that it is attributable to the act, neglect or default of the flood authority, its officers, servants, contractors or agents.

10. The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved or deemed to be approved by the flood authority or to its satisfaction does not (in the absence of negligence on the part of the flood authority, its officers, contractors or agents), relieve the undertaker from any liability under this Part.

Disputes

11. Any difference or dispute arising between the undertaker and the flood authority under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and the flood authority, be determined by arbitration under article 62 (arbitration) of the Order.

PART 4

FOR THE PROTECTION OF THE HIGHWAY AUTHORITIES

1. The provisions of this Part of this Schedule apply for the protection of the highway authority and have effect unless otherwise agreed in writing between the undertaker and the relevant highway authority.

Interpretation

2.—(1) Where the terms defined in article 2 (interpretation) of this Order are inconsistent with sub-paragraph (2), the latter prevail.

(2) In this Part of this Schedule—

"1980 Act" means the Highways Act 1980;

"approval period" means, unless otherwise agreed between the undertaker and relevant highway authority acting reasonably—

(a) in respect of a request for approval for minor works or works required to be undertaken where there is an emergency, a period of 10 business days or less;

(b) in respect of a request for approval for major works, a period of 25 business days; and

(c) in respect of a request for approval which comprises both minor works and major works, a period of 25 business days;

"as built information" means one electronic copy of the following information where the relevant highway authority deems it reasonably necessary—

(d) as constructed drawings in both PDF and AutoCAD DWG formats for anything designed by the undertaker;

(e) list of suppliers and materials used, as well as any relevant test results and CCTV surveys (if required to comply with DMRB standards);

(f) product data sheets and technical specifications for all materials used;

(g) as constructed information for any utilities discovered or moved during the works;

(h) in relation to road lighting, signs, and traffic signals any information required by Series 1300 and 1400 of the specification for highway works or any replacement or modification of it;

(i) test results and records as required by the detailed design information and during construction phase of the project;

(j) a stage 3 road safety audit subject to any exceptions to the road safety audit standard as agreed by the undertaker and the relevant highway authority;

(k) the health and safety file, as agreed with the highway authority; and

(l) such other information as is reasonably required by the relevant highway authority to be used to update all relevant databases;

"balancing payment" means a fee to be calculated and agreed separately with the relevant highway authority pursuant to paragraph 22;

"CDM regulations" means the Construction (Design and Management) Regulations 2015;

"certificate of final completion" means any of the certificates referred to in paragraphs 18 and 19;

"certificate of substantial completion" means any of the certificates referred to in paragraph 17;

"commuted sum" means the reasonable estimate of the relevant highway authority's future maintenance liability of the relevant phase or element of the highway works from the expected date of issue of the certificate of final completion for the relevant phase or element until the expiry of a period of five years beginning with the date on which that part of the authorised development is brought into operational use, except where the authorised development is replacement or landscape planting where the period of five years begins with the date on which that part of the replacement or landscape planting is completed;

"detailed design information" means such of the following drawings, specifications and calculations as are relevant to the specific works—

(a) general layout including highway boundary and order limits;

(b) site clearance details;

(c) boundary, environmental and mitigation fencing;

(d) road restraints systems and supporting road restraint risk appraisal process assessment;

(e) drainage and ducting as required by DMRB CD 535 Drainage asset data and risk management and DMRB CS551 Drainage surveys – standards for Highways;

(f) earthworks including supporting geotechnical assessments required by DMRB CD622 Managing geotechnical risk and any required strengthened earthworks appraisal form certification;

(g) pavement, pavement foundations, kerbs, footways and paved areas;

(h) traffic signs and road markings;

(i) traffic signal equipment and associated signal phasing and timing detail;

(j) road lighting (including columns and brackets);

(k) regime of foundation testing;

(l) electrical work for road lighting, traffic signs and signals;

(m) highway structures and any required structural approval in principle;

(n) permanent and temporary traffic management including restrictions on traffic, diversion routes and phasing;

(o) permanent and temporary traffic regulation orders;

(p) landscaping;

(q) proposed departures from DMRB standards;

(r) walking, cycling and horse riding assessment and review report;

(s) stage 1 and stage 2 road safety audits and exceptions agreed;

(t) utilities diversions;

(u) topographical survey;

(v) health and safety information including any contamination or hazardous materials identified within the site;

(w) other such information that may be required by the relevant highway authority to be used to inform the detailed design of the specified works;

(x) in respect of Essex only: folio drawings in line with the Essex Standard Drawings, or such replacement or modification of the design standards applied to the construction of new roads and alternations to existing roads across the County of Essex.

"extraordinary expense" means the cost of repairing damage to any highway to which an existing condition survey relates pursuant to paragraph 11 and which the relevant highway authority consider is directly attributable to use of those highways by extraordinary traffic as a result of the authorised development over and above the average cost of maintaining those highways;

"final completion" means, in respect of any new permanent highway works, the completion of the maintenance period and resolution of any defects to the reasonable satisfaction of the relevant highway authority and the resolution of all matters identified during any road safety audit before the relevant highway authority takes over responsibility for maintenance;

"highway works" means the works, activities or operations listed in Schedules 5 to 9 and Schedule 13 of the Order and any other works, activities or operations that are required to be undertaken on, to, above, adjacent, near or under any part of the highway and for which the consent of the relevant highway authority is required pursuant to the Order;

"initial checking fee" means a fee calculated pursuant to paragraph 22, be calculated and agreed separately with the relevant highway authority, in accordance with the relevant highway authority's usual charges;

"maintenance period" means the period during which the undertaker is responsible for maintaining the highway works as follows—

(a) for temporary highway works, 18 months from substantial completion of works to restore the highway to its previous condition;

(b) for permanent highway works, 18 months from substantial completion of those works;

"major works" means highway works of a substantive nature including, but not limited to, the construction of new temporary or permanent accesses, the upgrading of existing accesses and/or the realignment of existing carriageway;

"minor works" means any highway works which are not major works including, but not limited to, the removal of street furniture, the erection of temporary signage, the erection of temporary scaffolding or the carrying out of vegetation pruning or trimming (or similar operations) in respect of an existing access arrangement;

"senior representatives" means the project director on behalf of the undertaker and persons notified to the undertaker by the relevant highway authority as being their senior representatives;

"performance bond" means a bond with the surety for the security figure for a specific phase or element of the highway works, such bond to be in a form agreed between the undertaker and the relevant highway authority, to the effect that should the undertaker default in the execution of any obligations to carry out the highway works and to maintain the same in accordance with the provisions of this Part of this Schedule then the relevant highway authority will call upon the surety to provide the full value of the performance bond (subject to the provisions hereinafter contained) to carry out the highway works and maintain the same as aforesaid;

"permit schemes" means as defined in article 2 (Interpretation) of the draft Order;

"pre-commencement operations" means as defined in article 2 (Interpretation) of the draft Order;

"road safety audits" means the evaluation of each and all of the highway works, in accordance with Standard GG 119 (Revision 2.01) of the Department for Transport's Design Manual for Roads and Bridges or any superseding Standard, in order to identify potential road safety problems that may affect any users of the highway and to recommend measures to mitigate or remove those problems;

"security" means, in respect of any phase or element of the highway works, a performance bond;

"security figure" means the reasonable estimate of the cost (including the costs associated with statutory undertakers work and traffic management) plus 10 (ten) per cent in respect of a specific phase or element of the highway works as agreed between the undertaker and the relevant highway authority or as amended from time to time following the approval of the relevant highway authority at the request of the undertaker;

"substantial completion" means complete to the reasonable satisfaction of the relevant highway authority and so that the highway works in question can be used for the purpose and operate in the manner for which they were designed;

"surety" means the institution providing the security for a specific phase or element of the highway works as the undertaker notifies to the relevant highway authority;

"temporary works period" means such period of time as is agreed between National Grid and the relevant highway authority within which any highway works of a temporary nature are permitted to remain in situ on the highway, in each case such period of time to begin immediately following substantial completion of those highway works;

"works programme" means a written programme outlining the anticipated design (including consenting), construction and phasing for the phase or element of the highway works and including, without limitation:

(a) an indicative programme for the submission of such information to the highway local authority; and

(b) an indication as to whether any further highways agreements and/or licences beyond the scope of this Schedule or the Order are likely to be required to be sought for certain elements of the highway works.

(3) This Part of this Schedule does not apply to any works or activities that are regulated by the provisions of Part 3 of the 1991 Act or articles 11(1) (street works), 14(1) (power to alter layout, etc. of streets), 17(1) (access to works) and 49 (traffic regulation) of this Order.

3. The undertaker agrees to act towards the highway authorities and its appointed contractors and agents at all times in good faith and to co-operate, communicate and liaise with the relevant highway authority in relation to its obligations under this Part of this Schedule.

4. The undertaker will be the only client for the purpose of the CDM regulations and agrees to undertake the obligations of a client under the CDM regulations and to use all reasonable endeavours to ensure that each phase or element of the highway works is carried out in accordance with the CDM regulations.

Works programme

5.—(1) Subject to sub-paragraph (2) below, the undertaker will provide the relevant highway authority with a copy of the works programme for each phase or element of the highway works not less than 3 months prior to the first commencement of the highway works in question.

(2) In the event that any of the highway works are required to be undertaken as pre-commencement obligations, the obligation in (1) above will not apply and the undertaker will provide the relevant highway authority with as much notice of the those highway works as possible.

6. The undertaker will promptly (and, in any event, within 10 business days of any update) provide the relevant highway authority with a copy of the works programme each time it is updated until the end of duration of the highway works in question.

Initial engagement

7. Prior to the submission of an application for formal approval of a phase or element of the highway works under paragraph 10 below, the undertaker must—

(a) provide the relevant highway authority with:

(i) initial plans, drawings and specifications for that phase or element of the highway works; and

(ii) a comprehensive written overview of the works or activities intended to be carried out for that phase or element of the highway works; and

(b) if reasonably requested by the relevant highway authority, arrange an initial meeting to review the information submitted pursuant to paragraph 7(a).

8. Upon receipt of the plans, specifications and written overview referred to in paragraph 7(a) of this Part of this Schedule, the undertaker and the relevant highway authority must, at the relevant highway authority's reasonable request, undertake a site visit as soon as reasonably practicable to the location(s) affected by the highway works.

9. The relevant highway authority must, within the period of 15 business days following receipt of the plans, drawings, specifications and written overview referred to in paragraph 7(a) of this Part of this Schedule (or such other period as is agreed) have the opportunity to:

(a) provide the undertaker with written feedback in relation to the plans, drawings, specifications and written overview issued to it; and

(b) identify the nature and extent of further information required to be submitted by the undertaker as part of a formal request for approval.

Formal approval

10.—(1) No phase or element of the highway works may commence until in respect of that phase or element of the highway works—

(a) the undertaker has first complied with its obligations under paragraphs 7, 8 and 9 (initial engagement) of this Part of this Schedule;

(b) the initial checking fee in respect of that phase or element of the highway works has been paid to the relevant highway authority;

(c) the value of the commuted sum has been agreed in writing by the relevant highway authority and paid to that relevant highway authority, unless otherwise agreed in writing with the relevant highway authority;

(d) the undertaker or its contractor has provided the relevant highway authority full details of the design of the phase or element of the highways works in question, such submission to include:

(i) detailed specifications, drawings and plans for those highway works, including confirmation as to which elements of those highway works are to be temporary or permanent in nature;

(ii) samples of any materials proposed to be used (including relevant test certificates);

(iii) the name of the contractor appointed by the undertaker to undertake the phase or element of the highway works;

(iv) supporting documentation, including proposed traffic management measures, details of landscaping, schedules of condition, and relevant road safety audits;

(v) details of any temporary street closures or traffic regulation measures related to those highway works, including—

(vi) where those closures or measures are authorised by article 16 (temporary closure of streets and public rights of way) or article 49 (traffic regulation) and listed in Schedules 8 (streets or public rights of way to be temporarily closed) or 13 (traffic regulation orders) respectively, confirmation of the relevant authorisation; and

(vii) where those closures or measures are not so listed and further applications or consents are required pursuant article 16 (temporary closure of streets and public rights of way) or article 49 (traffic regulation) or otherwise, copies of the relevant applications or consent requests submitted or to be submitted in connection with those highway works;

(viii) evidence of all other consents and approvals necessary for that phase or element of the highway works to take place;

(ix) the reasonable estimate of the cost of that phase or element of that phase or element of the highway works, including the costs associated with traffic management, plus 10 (ten) per cent;

(x) details of the security proposed to be put in place in respect of that phase or element of the highway works in accordance with paragraph 25 of this Part of this Schedule;

(xi) if relevant, the intended duration of the temporary works period;

(xii) any additional information required pursuant to the permit schemes;

(xiii) a clear written statement that the deemed consent provisions under sub-paragraphs (2) and (7) below will have effect in relation to that submission; and

(xiv) sufficient information to allow the relevant highway authority to calculate the commuted sum.

(2) Unless the relevant highway authority specifies within 10 business days of receipt of the information referred to in sub-paragraph (1) of this paragraph that any additional information is reasonably required, it will be deemed to be confirmed that all the necessary documents, plans, drawings and other technical details or information have been provided to allow for review and determination, and any such additional information requested must be proportionate to the highway works in question and in line with such reasonable applicable requirements as would apply had it been proposed that those highway works were to be the subject of an agreement under section 278 of the 1980 Act.

(3) Following the submission of information pursuant to sub-paragraph (1) of this paragraph, the relevant highway authority must review and determine the submission made, acting reasonably, to it under sub-paragraph (1) within the approval period.

(4) Where the relevant highway authority requests, acting reasonably, the provision of any additional information pursuant to sub-paragraph (2) of this paragraph, the undertaker must as soon as reasonably practicable—

(a) use reasonable endeavours to address the concerns raised by the relevant highway authority and/or provide the additional information requested; or

(b) notify the relevant highway authority that it disagrees with the need to comply with sub-paragraph (4)(a) and intends to have recourse to the escalation process set out in paragraph 11 of this Part of this Schedule below.

(5) Where additional information has been reasonably requested by the relevant highway authority under sub-paragraph (2) above, the approval period is paused until such time as that additional information has been provided to it by the undertaker and the approval period shall be re-set and start from the start of the period after the additional information has been provided.

(6) For the avoidance of doubt, the relevant highway authority may only request additional information from the undertaker once pursuant to paragraph 10(5) of this Part of this Schedule.

(7) In the event that the relevant highway authority refuses to grant approval, or any approval is issued subject to conditions which the undertaker considers are unreasonable or would place it in conflict with its statutory duties and/or transmission licence obligations, the undertaker must notify the relevant highway authority in writing as soon as reasonably practicable that it intends to have recourse to the escalation process set out in paragraph 11 of this Part of this Schedule.

(8) If the relevant highway authority has not approved or refused the submission made under sub-paragraph (1) above within the approval period, it is deemed to have approved the details as submitted.

(9) All approval(s) issued pursuant to this paragraph (whether by agreement, deemed consent or otherwise through the escalation process set out in paragraph 11 of this Part of this Schedule) will be recorded in an approvals register which will include, as a minimum:

(a) a brief description of the highway works to which the approval relates;

(b) the date on which approval was issued or deemed to have been issued;

(c) any unique reference number(s) assigned by the relevant highway authority to that approval;

(d) the reference number(s) for all approved drawings, plans and other supporting information;

(e) any conditions or other information attaching, or relevant to, the approval in question;

(f) the duration of the highways works to which the approval relates; and

(g) the name and job title of the officer authorising the approval.

(10) All approvals pursuant to this paragraph must not be unreasonably withheld or delayed.

Escalation of differences

11. The undertaker and the relevant highway authority must use their reasonable endeavours to secure the amicable resolution of any dispute or difference arising between them in accordance with the following provisions:

(a) the senior representatives must meet as soon as reasonably practicable in order to identify a means through which matters in dispute may be resolved;

(b) if the matter is not resolved at that level within twenty (20) business days of either undertaker or the relevant highway authority requesting such a meeting (or such longer period as may be agreed between them) then the provisions of paragraph 33 of this part of this schedule will automatically apply provided that any arbitrator must be suitably qualified and experienced and a member of the Chartered Institute of Highways and Transportation or the Institution of Civil Engineers.

Extraordinary traffic

12.—(1) Prior to the commencement of any phase or element of the highway works or the use of a highway as a construction route for the authorise development, the undertaker will:

(a) agree with the relevant highway authority a methodology for the surveying of the condition of any existing public highways likely to be affected by that phase or element of the highway works and by that use;

(b) promptly undertake a survey of the condition of existing public highways in accordance with the agreed methodology; and

(c) share the results of any such survey with the relevant highway authority.

(2) Following the carrying out of the corresponding phase or element of the highway works, or following the final use of a highway as a construction route for the authorised development, the undertaker must have regard to any written evidence presented to it by the relevant highway authority of damage to any highway to which an existing condition survey relates pursuant to sub-paragraph (1) of this paragraph and which the relevant highway authority reasonably considers is directly attributable to use of those highways by extraordinary traffic as a result of the highway works, the repair of which will otherwise constitute an extraordinary expense.

(3) In such circumstances, the undertaker has the discretion to reimburse the relevant highway authorities for all or part of the amount of any extraordinary expenses.

(4) If the undertaker does not reimburse the relevant highway authority for all or any part of the extraordinary expenses, the relevant highway authority may have recourse to Section 59 of the 1980 Act in the usual way.

(5) Nothing in this paragraph 12 will restrict the undertaker or its contractors from undertaking repairs to any part of the existing public highway affected by any phase or element of the highway works at its own expense, and subject always to first obtaining the necessary approvals and permits.

Conduct of the highway works

13.—(1) Each phase or element of the highway works must at all times be carried out in accordance with the approvals as recorded in the approvals register, this Order and the management plans listed in requirement 6 (management plans for approval) of Schedule 3 (requirements) of this Order.

(2) Nothing in this Part of this Schedule prevents the relevant highway authority from carrying out any work or taking any such action as it reasonably believes to be necessary as a result of or in connection with the carrying out or maintenance of the authorised development without prior notice to the undertaker in the event of an emergency or to prevent the occurrence of danger to the public and relevant highway authority may recover any expenditure it reasonably incurs in so doing.

Testing of materials

14.—(1) Each relevant highway authority may require the testing of materials plant and workmanship used or proposed to be used in the highway works and has the power to reject any materials plant or workmanship so tested which each relevant highway authority may reasonably and properly find to be not in accordance with the approved information pursuant to paragraph 10 (formal approval) of this Part of this Schedule and recorded in the approvals register pursuant to paragraph 10 (formal approval) of this Part of this Schedule.

(2) The undertaker must, as soon as is reasonably practicable, replace or repair any materials plant or workmanship which have been found to be not in accordance with the approved information pursuant to paragraph 10 (formal approval) of this Part of this Schedule and recorded in the approvals register pursuant to paragraph 10 (formal approval) of this Part of this Schedule.

(3) Subject at all times to compliance with any overriding health and safety or similar obligations, any person or persons duly authorised by each highway authority must be allowed reasonable access and admission to the highway works or the places where materials or plant for the highway works may be stored or in the course of preparation manufacture or use (unless such access or admission is refused due to circumstances beyond the control of the undertaker).

Inspection of the highway works

15.—(1) Subject at all times to compliance with any overriding health and safety or similar obligations, the undertaker must, during the progress of each and all of the highway works, give to or procure for any person or persons duly authorised by each highway authority supervised access to every part of the highway works and the site on which they are being carried out and permit those person or persons to inspect the same as they proceed and all materials used or intended to be used in the execution of the highway works and must give effect to any reasonable and proper requirements made or reasonable and proper directions given in order to ensure conformity with the approved information pursuant to paragraph 10 (formal approval) of this Part of this Schedule and recorded in the approvals register pursuant to paragraph 10 (formal approval) of this Part of this Schedule.

(2) The undertaker must not cover up or put out of view any works forming part of the highway works without the approval of the relevant highway authority and must afford full opportunity for any person or persons duly authorised by the relevant highway authority to examine and measure any work which is about to be covered up or put out of view and to examine foundations before permanent work is placed thereon and must give at least three business days' notice to the relevant

highway authority whenever any such work or foundations is or are ready or about to be ready for examination.

(3) Each relevant highway authority must ensure that any person or persons duly authorised by it attend, without unreasonable delay, when required by the undertaker for the purpose of examining the highway works or of examining such foundations, provided the undertaker provides the relevant highway authority with not less than three business days' notice of the proposed examination.

Opening up of the highway works

16.—(1) During the construction of each phase or element of the highway works and prior to the issue of the certificate of substantial completion for that phase or element of the highway works, the relevant highway authority may wish to open or expose any of the highway works which have been covered up without previously being inspected by the highway authority under paragraph 15 of this Part of this Schedule.

(2) Where sub-paragraph (1) of this paragraph applies, the relevant highway authority may so take up or expose the relevant part of the highway works causing as little damage or inconvenience as is possible in respect of any other part or parts of the highway works (and the undertaker shall be responsible for the reasonable and proper cost of such taking up or exposure and reinstatement) provided that if the highway works or any part or parts of them are covered up by the undertaker after giving the notice referred to in paragraph 15 of this Part of this Schedule and the relevant highway authority have failed to inspect in the 72 hour period referred to in that paragraph and the relevant highway authority subsequently require the highway works or any part of them to be uncovered for the purposes of inspection:

(a) if inspection reveals the relevant part or parts of the highway works to have been completed in accordance with the plans, drawings, specifications and other materials which have been approved pursuant to paragraph 10 of this Part of this Schedule and recorded in the approvals register, all costs in respect of such uncovering and inspection and of reinstating the part or parts of the highway works uncovered are to be borne by the relevant highway authority; or

(b) if inspection reveals the relevant part or parts of the highway works not to have been completed in accordance with the plans, drawings, specifications and other materials which have been approved pursuant to paragraph 10 of this Part of this Schedule and recorded in the approvals register all reasonable and proper costs in respect of uncovering and inspection and of reinstating the part or parts of the highway works uncovered are to be borne by the undertaker.

Site clearance and certificates of substantial completion

17.—(1) The obligations in this paragraph 17 apply in respect of all highway works, irrespective of whether they are of a permanent or temporary nature.

(2) On substantial completion of each phase or element of the highway works, the undertaker must—

(a) clear away and remove from the site of the highway works all construction plant and temporary works of every kind and leave the site of the highway works in a neat and tidy condition to the satisfaction of the relevant highway authority (the relevant highway authority being obliged to act reasonably);

(b) where applicable, carry out stage 3 of the road safety audit process and comply to the satisfaction of the relevant highway authority (the relevant highway authority being obliged to act reasonably) with recommendations arising from that audit prior to the opening of the highway works to the public; and

(c) notify the relevant highway authority of completion of the permanent highway works or any part of them (or restoration of any temporary works or any part of them) and apply to the relevant highway authority for a certificate of substantial completion in respect of the relevant works; and

(d) provide the relevant highway authority with the as built information.

(3) Following an application for a certificate of substantial completion, the relevant highway authority must as soon as reasonably practicable—

(a) inspect the highway works; and

(b) provide the undertaker with a written list of any works that are require for the certificate of substantial completion to be issued or confirmation that no further works are required for this purpose.

(4) Upon substantial completion of each phase or element of the highway works, including any additional work resulting from stage 3 of the road safety audit process to the satisfaction in all respects of the relevant highway authority (the relevant highway authority being obliged to act reasonably), the relevant highway authority must issue a certificate of substantial completion in respect of those highway works to the undertaker, provided that all costs and expenses owing to the relevant highway authority have been paid in respect of those highway works.

Temporary works period and certificate of reinstatement (temporary works only)

18.—(1) The obligations in this paragraph 18 must apply only in respect of those highway works which are of a temporary nature.

(2) The undertaker is permitted to retain each phase or element of the highway works in situ for the temporary works period (or such longer period as is agreed between the undertaker and the relevant highway authority).

(3) The undertaker must maintain each phase or element of the highway works in a condition satisfactory to the relevant highway authority for the temporary works period using such criteria as agreed with each relevant highway authority.

(4) On the expiry of the temporary works period, the undertaker must promptly clear away and remove from the site of the highway works all highway works of every kind (including construction plant and equipment) and reinstate the site of the highway works to the satisfaction of the relevant highway authority (the relevant highway authority being obliged to act reasonably).

(5) The relevant highway authority must thereafter, and as soon as reasonably practicable, issue to the undertaker the certificate of reinstatement in respect of the relevant highway works.

(6) At the end of the maintenance period, and subject to any defect arising within that period being rectified to the satisfaction of the relevant highway authority, that authority must issue the certificate of final completion.

Defects correction period and certificate of final completion (permanent works only)

19.—(1) The obligations in this paragraph 19 must apply only in respect of those highway works which are of a permanent nature.

(2) The undertaker must each phase or element of the highway works for a period of:

(a) in the case of minor works, twelve (12) months (unless the relevant highway authority agrees in writing a lesser period) from the issue of the related certificate of substantial completion; and

(b) in the case of major works, eighteen (18) months (unless the relevant highway authority agrees in writing a lesser period) from the issue of the related certificate of substantial completion,

and prior to the expiration of that period, the undertaker must reinstate and make good any damage or defect which may have arisen from any cause whatsoever or be discovered during that relevant period (including any defect in or damage to the surface water drainage system) so as to place the highway and the relevant highway works in a condition satisfactory to the relevant highway authority (the highway authority being obliged to act reasonably).

(3) After the expiration of the period of twelve (12) months from substantial completion, the undertaker must (unless it is agreed between the undertaker and the relevant highway authority

that it is to be carried out sooner or that it is no longer required) carry out stage 4 of the road safety audit and comply to the satisfaction in all respects of the relevant highway authority (the highway authority being obliged to act reasonably) with any recommendations arising from that audit.

(4) After:

(a) the expiration of the period referred to in sub-paragraph (2) (or such lesser period as agreed in writing by the relevant highway authority under sub-paragraph (2);

(b) any defects have been made good as therein provided, including any improvements arising under stage 4 of the road safety audit to the satisfaction of the relevant highway authority (the relevant highway authority being obliged to act reasonably); and

(c) the undertaker has provided a plan showing the land over which the highways works have been constructed and a health and safety file complying with the CDM regulations, including a separate health and safety file for each structure.

The relevant highway authority must following a period of no later than 10 business days issue to the undertaker the certificate of final completion in respect of the relevant highway works, provided that the certificate of final completion shall in the case of road gullies extend only as far as their points of entry to the surface water sewers where those are not being adopted by the highway authority as highway drains.

(5) Upon issue of a certificate of final completion:

(a) any part of the highway works to which that certificate of final completion relates which is not already public highway is adopted by the relevant highway authority as part of the public highway; and

(b) the highway works so certified are from then and at all times maintainable at the public expense and the undertaker has no further liability under this Schedule in respect of them.

Permit schemes

20. The undertaker agrees that the provisions in this Part of this Schedule operate in parallel to the permit schemes, each of which are given effect on the terms of article 12 (application of the permit schemes) of this Order.

21. Unless otherwise agreed in writing by the relevant highway authority, in the event of a conflict with the provisions of this Part of this Schedule and either or both of the permit schemes, the terms of the relevant permit scheme given effect on the terms of article 12 (application of the permit schemes) will prevail.

Payments and Costs

22. The undertaker must pay to the relevant highway authority—

(a) an initial checking fee, to be calculated and agreed separately with the relevant highway authority, in relation to each phase or element of the highway works for which formal approval is sought, such sum to be paid prior to the submission of an application for formal approval;

(b) a balancing payment, to be calculated and agreed separately with the relevant highway authority, such sum to be paid, if required, prior to commencement of the phase or element of the highway works in question;

(c) the reasonable costs incurred by the relevant highway authorities in undertaking any road safety audits, such sum to be paid prior to the commencement of the road safety audits in question;

(d) the reasonable costs incurred by the relevant highway authorities in monitoring the implementation of any recommendations arising from any road safety audits undertaken, such sum to be paid upon production of a valid invoice for the same;

(e) the reasonable cost of any temporary and permanent traffic regulation orders, such sum to be paid prior to the commencement of any work on the making of such Order;

(f) the reasonable cost of any other road traffic orders required to facilitate the highway works, such to be paid prior to the commencement of any work on the making of such Order;

(g) the inspection fee (which will cover the relevant highway authority's costs of inspecting the completed works) such sum to be paid on completion of the inspection;

(h) the reasonable cost of undertaking a structural review of the highway and, where necessary, modifying the same to accommodate abnormal indivisible loads, such sum to be paid prior to the commencement of any highway works;

(i) the reasonable cost of dealing with the extraordinary traffic regime under paragraph 8 (extraordinary traffic);

(j) the legal costs reasonably and properly incurred by the relevant highway authority for or in connection with the preparation and negotiation of this Part of this Schedule; and

(k) any value added tax which is payable by the relevant highway authority in respect of such payments referred to in this paragraph 22 and for which it cannot obtain recovery from HM Revenue and Customs.

23.—(1) All funding and charging arrangements between the undertaker and the relevant highway authorities must be in accordance with the following overarching principles:

(a) the charging must relate exclusively to the relevant highway authority's recovery of its costs in respect of the highway works and more broadly for the provision of services it is authorised but not required (by an enactment) to provide;

(b) where the services of the relevant highway authority's maintenance contractor are required these will be charged at the rates within the relevant highway authority's maintenance contract and subject to the conditions of the same;

(c) charges are to be incurred on a not-for profit basis (year by year) and, taking one year with another, the income from the charges for such services must not exceed the cost of providing them;

(d) there must be transparency with regard to costs incurred;

(e) if significant changes are made to the approved design during construction the highway authority reserves the right to recover any additional costs incurred; and

(f) the relevant highway authority must use all reasonable endeavours to keep costs payable by the undertaker to a minimum including by, but not limited to, sharing resources between the highway authorities, avoiding unnecessary duplication of time or effort, and making the best use of available information having due regard to statutory obligations.

(2) All invoices submitted in connection with the any such costs or payments must comply with the principles set out in sub-paragraph (1) and be accompanied by a written report summarising all tasks carried out or activities undertaken which have given rise to such costs and such other supporting information as is reasonable for the undertaker to request in the circumstances.

24. Interest at 3% above the Bank of England base rate from time to time is payable in respect of any sum due to any relevant highway authority under this Part of this Schedule which is outstanding for more than twenty business days from the date on which it was demanded in writing or, in the event that a dispute or difference regarding such payment is referred to arbitration pursuant to article 62, the twenty business day period will run from the date of the decision of the arbitrator (such interest to be charged on the amount outstanding each day from the date of issue of a written demand for any sum due or in the event that a dispute or difference regarding such payment is referred to arbitration pursuant to article 62 such interest to be charged on the amount outstanding each day from the date of issue of the decision of the arbitrator).

Security

25.—(1) Prior to commencement of the highway works or part of them, the undertaker must provide the security.

(2) Should the undertaker default in the execution of its obligations in carrying out any or all of the relevant phase or element of the highway works, and to maintain the same in accordance with the provisions of this Part of this Schedule then the relevant highway authority may (subject to the provisions contained in this Part) itself complete that phase or element of the highway works that has been commenced by the undertaker and maintain the same having first called upon the bond for the cost to be expended in so doing provided that—

(a) unless there is a danger to users of the highway, the relevant highway authority must first give ten business days prior written notice (or lesser period as may in the circumstances be reasonable) of its intention to commence work under this sub-paragraph (2);

(b) any notice served under this sub-paragraph (2)(b) shall specify the period of the notice ("the notice period"), the extent of the work which the relevant highway authority proposes to carry out, and full details of all matters in respect of which the relevant highway authority considers that the highway works have not been carried out in accordance with this Part of this Schedule; and

(c) if before the expiry of the notice period, the undertaker serves written notice upon the relevant highway authority that it intends diligently to execute the works specified in the notice in accordance with this Part of this Schedule, and specifies a time to complete that the relevant highway authority considers reasonable in the circumstances the relevant highway authority is not be entitled to execute the relevant part or parts of the highway works specified in the notice served under this paragraph unless the undertaker then fails to execute those works within the agreed timescale.

Insurance

26. Prior to the commencement of the highway works the undertaker must have in place public liability insurance in the minimum sum of £20,000,000.00 (twenty million pounds) in respect of any one claim against any legal liability for damage loss or injury to any property or any person as a direct result of the execution of highway works or use of the strategic road network by the undertaker.

Indemnity

27.—(1) The undertaker must, from the date of commencement of each phase or element of the highway works indemnifies the relevant highway authority against all claims, charges, costs, expenses, liability or losses whatsoever arising out of any or all of that phase or element of the highway works provided that the undertaker's indemnity will not extend to any claims submitted to the relevant highway authority arising out of the negligence of the relevant highway authority's employees or arising after the issue of the certificate of final completion pursuant to paragraph 18 and 19 of this Part of this Schedule or expiry of the temporary works period (including re-instatement).

(2) The relevant highway authority must:

(a) notify the undertaker immediately upon receipt of any claims, charges, costs, expenses, liability or losses referred to in sub-paragraph (1) (and the undertaker must notify the relevant highway authority if it receives any claims, charges, costs, expenses, liability or losses referred to in sub-paragraph (1));

(b) at all times after that date keep the undertaker fully informed (and the undertaker must notify the relevant highway authority if it receives any claims, charges, costs, expenses, liability or losses referred to in sub-paragraph (1));

(c) permit and assist the undertaker to make such investigations and tests as the undertaker may reasonably deem necessary to verify such claims, charges, costs, expenses, liability or losses;

(d) not accept or compromise any claims, charges, costs, expenses, liability or losses to which this indemnity relates without the prior approval of the undertaker as to its validity and as to the amount of the settlement; and

(e) consider a request of the undertaker to instruct a reputable firm of solicitors in respect of the conduct of negotiations or proceedings in respect of any claims, charges, costs, expenses, liability or losses to which this indemnity relates provided always that, if such solicitors are instructed, the undertaker will be responsible for all their costs.

(3) The indemnity in sub-paragraph (1) above includes—

(a) all fees incurred by claimants which the relevant highway authority is obliged to pay, and those of the relevant highway authority or its agent or contractor, in negotiating any claims (together with VAT payable on the claimants' professional advisors' fees);

(b) statutory interest payments to claimants and their professional advisors; and

(c) the relevant highway authority's reasonable and proper legal costs which are not covered by sub-paragraph (e) of paragraph 22 of this Part of this Schedule.

Road safety audit

28.—(1) The undertaker must procure that an appropriately qualified RSA team (as defined in HPN039 or DMRB Volume 5 Section 2 Part 2 (GG 119) as advised by the relevant highway authority (acting reasonably) or any replacement or modification of that standard) undertakes a road safety audit in accordance with the standard as set out in HPN039 or DMRB standard GG 119 as advised by the relevant highway authority (acting reasonably) for works which involve creation, alteration, expansion or other modifications of the local highway but not for works which consist only of trenchless installation beneath highways, and must provide copies of the reports of such audits to the relevant highway authority within 10 business days of their receipt by the undertaker.

(2) The relevant highway authority must be invited to participate in the road safety audit conducted under sub-paragraph (1).

(3) No works on a local highway must be commenced until a satisfactory stage 1 and stage 2 road safety audit has been carried out and all reasonable recommendations raised by them or any exceptions are approved by the local highway authority (acting reasonably).

(4) Where the report of the stage 3 and 4 road safety audit identifies any recommended measures in respect of the local highway, the undertaker must carry out, at its own expense and to the reasonable satisfaction of the relevant highway authority, those measures identified as part of stage 3 and 4 audit which the undertaker considers necessary (acting reasonably) and for the avoidance of doubt any matters related to the health and safety will be considered as reasonable, and which do not give rise to any new or materially different environmental effects in comparison with those identified in the environmental statement.

Interaction with certain Articles of this Order

29. A relevant highway authority must not exercise any power under this Part of this Schedule so as to question or impede the principle that works or activities authorised by this Order (including under articles 11 (street works), 14 (power to alter layout etc. of streets), 16 (temporary closure of streets and public rights of way), 17 (access to works) or 49 (traffic regulation)) may be carried out; except that this does not prevent a relevant highway authority from exercising any such power so as to ensure that such works or activities which affect the highway network proceed on appropriate terms for the safety and efficient operation of that network, including in respect of their technical design, specification or methodology.

30. Where the undertaker submits any application for consent under articles 11(2), 14(4), 16(2), 17(1)(b) or 49(2) and details for approval under paragraph 11 of this Part of this Schedule in respect of the same works or activities, the respective periods under the relevant article and under paragraph 11 of this Part of this Schedule for that consent and approval run independently of each other from the date, or respective dates, of those submissions.

31. Any certificate of substantial completion issued by the relevant highway authority in relation to any highway works under paragraph 18 of this Part of this Schedule is to be treated as satisfying

the requirement for the reasonable satisfaction of the street authority in relation to the completion of a street to which articles 18(1) and 18(2) refer in relation to those highway works.

32. Any certificate of final completion issued by the relevant highway authority in relation to any highway works under paragraph 20 of this Part of this Schedule is to be treated as the agreement of the street authority to maintain the relevant street at the expense of the street authority as referred to in articles 18(1) and 18(2) of this Order in relation to those highway works.

Arbitration

33. Any dispute under this Part of this Schedule must be settled by arbitration in accordance with article 62 (arbitration).

PART 5

FOR THE PROTECTION OF NATIONAL HIGHWAYS LIMITED

Application etc

1.—(1) The provisions of this Part of this Schedule apply for the protection of National Highways and have effect unless otherwise agreed in writing between the undertaker and National Highways.

(2) For the avoidance of doubt, the provisions of this Part of this Schedule do not apply for the protection of the LTC undertaker in relation to the LTC plots.

(3) Except where expressly amended by the Order the operation of the powers and duties of National Highways or the Secretary of State under the 1980 Act, the 1984 Act, the 1991 Act, the Transport Act 2000, or the Town and Country Planning (General Permitted Development) (England) Order 2015 shall continue to apply in respect of the exercise of all National Highways' statutory functions.

(4) This Part of this Schedule does not apply to any works or activities that are regulated by the provisions of Part 3 of the 1991 Act or articles 11(1) (street works), 14(1) (power to alter layout, etc. of streets), 17(1) (access to works) and 49 (traffic regulation) of this Order.

Interpretation

2.—(1) Where the terms defined in this Part of this Schedule are inconsistent with the terms defined in article 2 (interpretation) of this Order the former prevail.

(2) In this Part of this Schedule—

"as built information" means one electronic copy of the following information where National Highways deems necessary—

(a) as constructed drawings in both PDF and AutoCAD DWG formats for anything designed by the undertaker; in compliance with Interim Advice Note 184 or any successor document;

(b) list of suppliers and materials used, as well as any relevant test results and CCTV surveys (if required to comply with DMRB standards);

(c) product data sheets and technical specifications for all materials used;

(d) as constructed information for any utilities discovered or moved during the works;

(e) method statements for the works carried out;

(f) in relation to road lighting, signs, and traffic signals any information required by Series 1300 and 1400 of the specification for highway works or any replacement or modification of it;

(g) organisation and methods manuals for all products used;

(h) as constructed programme;

(i) test results and records as required by the detailed design information and during construction phase of the project;

(j) a stage 3 road safety audit subject to any exceptions to the road safety audit standard as agreed by the undertaker and National Highways;

(k) the health and safety file; and

(l) such other information including CCTV surveys as is required by National Highways to be used to update all relevant databases and to ensure compliance with National Highway's *Asset Data Management Manual* as is in operation at the relevant time or any successor of it including CCTV surveys;

"bond" means a bond in the form annexed hereto at Annex 1 (or substantially in such form) duly executed by the undertaker and a reputable UK surety company or other UK financial institution to be previously approved in writing by National Highways (such approval not to be unreasonably withheld or delayed);

"the bond sum" means 200% of the cost of carrying out the phase of the specified works (to include all costs plus any commuted sum for such phase), or such other sum agreed between the undertaker and National Highways, to be provided to National Highways in the form of:

(a) a bond; or

(b) a cash surety; or

(c) where agreed by National Highways a combination of a bond and cash surety;

"cash surety" means a cash deposit to be paid by the undertaker into an account specified by National Highways;

"commuted sum" means such sum calculated as provided for in paragraph 16 of this Part of this Schedule to be used to fund the future cost of maintaining any new National Highways assets, structures or apparatus provided under the Order;

"condition survey" means a survey of the condition of National Highways structures and assets that in the reasonable opinion of National Highways may be affected by the specified works and further to include a CCTV survey of specified drains that National Highways reasonably considers may be materially and adversely affected by a specified work;

"contractor" means any contractor or subcontractor appointed by the undertaker to carry out the specified works;

"defects period" means the period from the date of the provisional certificate to the date of the final certificate which shall be no less than 12 months from the date of the provisional certificate;

"detailed design information" means such of the following drawings specifications and calculations as are relevant to the specified works—

(a) site clearance details;

(b) boundary, environmental and mitigation fencing;

(c) road restraints systems and supporting road restraint risk appraisal process assessment;

(d) drainage and ducting as required by DMRB CD 535 Drainage asset data and risk management and DMRB CS551 Drainage surveys – standards for Highways;

(e) earthworks including supporting geotechnical assessments required by DMRB CD622 Managing geotechnical risk and any required strengthened earthworks appraisal form certification;

(f) pavement, pavement foundations, kerbs, footways and paved areas;

(g) traffic signs and road markings;

(h) traffic signal equipment and associated signal phasing and timing detail;

(i) road lighting (including columns and brackets);

(j) regime of California Bearing Ratio testing;

(k) electrical work for road lighting, traffic signs and signals;

(l) motorway communications as required by DMRB;

(m) highway structures and any required structural approval in principle;

(n) landscaping;

(o) proposed departures from DMRB standards;

(p) walking, cycling and horse riding assessment and review report;

(q) stage 1 and stage 2 road safety audits and exceptions agreed;

(r) utilities diversions;

(s) topographical survey;

(t) maintenance and repair strategy in accordance with DMRB GD304 Designing health and safety into maintenance or any replacement or modification of it;

(u) health and safety information including any asbestos survey required by GG105 or any successor document; and

(v) other such information that may be required by National Highways to be used to inform the detailed design of the specified works;

"DBFO contract" means the design build finance operate contract between National Highways and the highway operations and maintenance contractor for the maintenance and operation of parts of the strategic road network which are within the Order limits or any successor or replacement contract that may be current at the relevant time;

"DMRB" means the Design Manual for Roads and Bridges or any replacement or modification of it;

"final certificate" means the certificate relating to those aspects of the specified works that have resulted in any alteration to the strategic road network to be issued by National Highways pursuant to paragraph 14;

"the health and safety file" means the file or other permanent record containing the relevant health and safety information for the authorised development required by the Construction Design and Management Regulations 2015 (or such updated or revised regulations as may come into force from time to time);

"highway operations and maintenance contractor" means the contractor appointed by National Highways under the DBFO contract;

"nominated persons" means the undertaker's representatives or the contractor's representatives on site during the carrying out of the specified works as notified to National Highways from time to time;

"programme of works" means a document setting out the sequence and timetabling of the specified works;

"provisional certificate" means the certificate of provisional completion relating to those aspects of the specified works that have resulted in any alteration to the strategic road network to be issued by National Highways in accordance with paragraph 10 when it considers the specified works are substantially complete and may be opened for traffic;

"road safety audit" means an audit carried out in accordance with the road safety audit standard and "road safety audits shall be construed accordingly";

"road safety audit standard" means DMRB Standard HD GG119 or any replacement or modification of it;

"road space booking" means road space bookings in accordance with National Highways' Asset Management Operational Requirements (AMOR) including Network Occupancy Management System (NOMS) used to manage road space bookings and network occupancy and "road space bookings shall be construed accordingly";

"specification for highways works" means the specification for highways works forming part of the manual of contract documents for highway works published by National Highways and

setting out the requirements and approvals procedures for work, goods or materials used in the construction, improvement or maintenance of the strategic road network or any successor of it;

"specified works" means so much of any work, including highway works, street works, surveys and signalisation or part thereof, authorised by this Order including any maintenance of that work, as is undertaken in on under or over the strategic road network or land in which National Highways has an interest and "specified work" shall be construed accordingly;

"strategic road network" means any part of the road network including trunk roads, special roads or streets for which National Highways is the highway authority including structures, drainage infrastructure, street furniture, verges and vegetation and all other highway assets together with all land, apparatus and rights located in, on, over or under the highway for which National Highways is the highway authority;

"utilities" means any pipes wires cables or equipment belonging to any person or body having power or consent to undertake street works under the New Roads and Street Works Act 1991 (or such updated or revised legislation as may come into force from time to time); and

"winter maintenance" means maintenance of the road surface to deal with snow and ice.

General

3. In respect of any part of the strategic road network that is managed under a DBFO contract both National Highways and the highway operations and maintenance contractor shall have the benefit of this Part of Schedule 16 but for the purposes of any approvals required under this Part of Schedule 16 the undertaker shall liaise directly with National Highways.

4. Notwithstanding the limits of deviation permitted pursuant to article 5 of this Order, no works in carrying out, maintaining or diverting the authorised development may be carried out in on under or over the strategic road network unless such works are agreed in writing with National Highways at the absolute discretion of National Highways.

5. References to any standards, manuals, contracts, regulations and directives including to specific standards forming part of the DMRB are, for the purposes of this Part of this Schedule, to be construed as a reference to the same as amended, substituted or replaced, and with such modifications as are required in those circumstances.

Works outside the Order limits

6. If the undertaker proposes to carry out works to the strategic road network that are outside of the Order limits in connection with the authorised development, the undertaker must enter into an agreement with National Highways in respect of the carrying out of those works prior to the commencement of those works.

Prior approvals and security

7.—(1) The specified works must not commence until—

(a) a stage 1 and stage 2 road safety audit has been carried out and all recommendations raised by them or any exceptions are approved by National Highways;

(b) the programme of works has been approved by National Highways;

(c) the detailed design of the specified works comprising of the following details, insofar as considered relevant by National Highways, has been submitted to and approved by National Highways—

(i) the detailed design information, incorporating all recommendations and any exceptions approved by National Highways under sub-paragraph (a);

(ii) details of the proposed road space bookings and at the same time as submitting the relevant details the undertaker shall be entitled to submit its application for road space bookings to National Highways;

(iii) the identity and qualifications of the contractor and nominated persons;

(iv) a process for stakeholder liaison, with key stakeholders to be identified and agreed between National Highways and the undertaker; and

(v) information demonstrating that the walking, cycling and horse riding assessment and review process undertaken by the undertaker in relation to the specified works has been adhered to in accordance with DMRB GG142 – Designing for walking, cycling and horse riding or any successor document;

(d) where necessary, a scheme of traffic management has been submitted by the undertaker and approved by National Highways such scheme to be capable of amendment by agreement between the undertaker and National Highways from time to time;

(e) stakeholder liaison has taken place in accordance with the process for such liaison agreed between the undertaker and National Highways under sub-paragraph (c)(v) above;

(f) National Highways has approved the audit brief and CVs for all road safety audits and exceptions to items raised in accordance with the road safety audit standard;

(g) the undertaker has agreed the estimate of the commuted sum with National Highways;

(h) the scope of all maintenance operations (routine inspections, incident management, reactive and third party damage) to be carried out by the undertaker during the construction of the specified works (which must include winter maintenance) has been agreed in writing by National Highways;

(i) the undertaker has procured to National Highways collateral warranties in a form approved by National Highways from the contractor and designer of the specified works in favour of National Highways to include covenants requiring the contractor and designer to exercise all reasonable skill care and diligence in designing and constructing the specified works, including in the selection of materials, goods, equipment and plant;

(j) any further information that National Highways may reasonably request within 10 business days of the submission of the detailed design of a specified works has been supplied to National Highways; and

(k) a condition survey and regime of monitoring has been agreed in writing by National Highways.

(2) The undertaker must not exercise—

(a) article 16 (temporary closure of streets and public rights of way);

(b) article 20 (discharge of water);

(c) article 21 (protective works);

(d) article 22 (authority to survey and investigate the land),

over any part of the strategic road network or land in which National Highways has an interest without the consent of National Highways, and National Highways may in connection with any such exercise require the undertaker to provide details of any proposed road space bookings and submit a scheme of traffic management for National Highways' approval.

(3) National Highways must prior to the commencement of the specified works or the exercise of any power referenced in sub-paragraph (2) inform the undertaker of the identity of the person who will act as a point of contact on behalf of National Highways for consideration of the information required under sub-paragraphs (1) or (2).

(4) Any approval or consent of National Highways required under this paragraph—

(a) must not be unreasonably withheld;

(b) must be given in writing; and

(c) may be subject to any conditions as National Highways considers necessary; and

(5) Any change to the identity of the contractor and/or designer of the specified works will be notified to National Highways immediately and details of their suitability to deliver the specified works will be provided on request along with collateral warranties in a form agreed by National Highways.

(6) Any change to the detailed design of the specified works must be approved by National Highways in accordance with paragraph 7(1) of this Part.

(7) Any reference to deemed consent in any of the articles of this Order shall not apply to any application for consent, agreement or approval required or contemplated to be given by National Highways.

Construction of the specified works

8.—(1) The undertaker must give National Highways 3 months' notice in writing of the date on which the specified works will start unless otherwise agreed by National Highways provided that nothing in this paragraph 8(1) shall prevent the undertaker from commencing a specified work pursuant to a road space booking that has been secured from National Highways in accordance with paragraph 8(2).

(2) The undertaker must comply with National Highways' road space booking procedures when booking road space on the strategic road network prior to and during the carrying out of the specified works and no specified works for which a road space booking is required shall commence without a road space booking having first been secured from National Highways.

(3) The specified works must be carried out by the undertaker to the satisfaction of National Highways in accordance with—

(a) the relevant detailed design information and programme of works approved pursuant to paragraph 7(1) above or as subsequently varied by agreement between the undertaker and National Highways;

(b) the DMRB, the Manual of Contract Documents for Highway Works, including the specification for highway works, together with all other relevant standards as required by National Highways to include, inter alia; all relevant interim advice notes, the Traffic Signs Manual and the Traffic Signs Regulations and General Directions 2016 save to the extent that exceptions from those standards apply which have been approved by National Highways; and

(c) all aspects of the Construction (Design and Management) Regulations 2015 or any statutory amendment or variation of the same and in particular the undertaker, as client, must ensure that all client duties (as defined in the said regulations) are undertaken to the satisfaction of National Highways. For the avoidance of doubt no approval or consent issued by National Highways shall be taken to be a consent or approval pursuant to the Construction (Design and Management) Regulations 2015.

(4) The undertaker must ensure that (where possible) without entering the highway the highway is kept free from mud, soil and litter as a result of carrying out a Specified Work.

(5) The undertaker must permit and must require the contractor to permit at all reasonable times persons authorised by National Highways (whose identity must have been previously notified to the undertaker by National Highways) to gain access to the specified works pursuant to the Order including all land in which National Highways has an interest for the purposes of inspection and supervision of the specified works.

(6) If any part of the specified works is constructed—

(a) other than in accordance with the requirements of this Part of this Schedule; or

(b) in a way that causes damage to the highway, highway structure or asset or any other land of National Highways,

National Highways may by notice in writing require the undertaker, at the undertaker's own expense, to comply promptly with the requirements of this Part of this Schedule or remedy any damage notified to the undertaker under this Part of this Schedule, to the satisfaction of National Highways.

(7) If during the carrying out of the authorised development the undertaker or its appointed contractors or agents causes damage to the strategic road network then National Highways may by notice in writing require the undertaker, at its own expense, to remedy the damage.

(8) If within 20 business days on which a notice under sub-paragraph (6) or sub-paragraph (7) is served on the undertaker (or in the event of there being, in the opinion of National Highways, a danger to road users, within such lesser period as National Highways may stipulate), the undertaker has failed to take the steps required by that notice, National Highways may carry out the steps required of the undertaker and may recover any expenditure incurred by National Highways in so doing, such sum to be payable within 20 business days of demand.

(9) Nothing in this Part of this Schedule prevents National Highways from carrying out any work or taking any such action as it reasonably believes to be necessary as a result of or in connection with the carrying out or maintenance of the authorised development without prior notice to the undertaker in the event of an emergency or to prevent the occurrence of danger to the public and National Highways may recover any expenditure it reasonably incurs in so doing.

(10) In constructing the specified works, the undertaker must at its own expense divert or protect all utilities and all agreed alterations and reinstatement of highway over existing utilities must be constructed to the satisfaction of National Highways.

(11) Until such time that National Highways issues the provisional certificate the undertaker must carry out all maintenance (including winter maintenance) in accordance with the scope of maintenance operations agreed by National Highways pursuant to paragraph 7(1)(h) and the undertaker must carry out such maintenance at its own cost.

(12) The undertaker must notify National Highways if it fails to complete the specified works in accordance with the agreed programme pursuant to paragraph 7(1)(b) of this Part or suspends the carrying out of any specified work beyond a reasonable period of time and National Highways reserves the right to withdraw any road space booking granted to the undertaker to ensure compliance with its network occupancy requirements.

Payments

9.—(1) The undertaker must pay to National Highways a sum equal to the costs and expenses which National Highways reasonably and properly incurs (including costs and expenses for using internal or external staff and costs relating to any work which becomes abortive) in relation to the specified works and in relation to any approvals sought under this Order, or otherwise incurred under this Part, including—

(a) the checking and approval of the information required under paragraph 7(1);

(b) the supervision of the specified works;

(c) [contractual costs properly payable to the highway operations and maintenance contractor as a consequence of carrying out the tasks referred to in sub-paragraphs (a) and (b) of this paragraph, in which case National Highways will be responsible for the payment of any sums received from the undertaker under this paragraph to the highway operations and maintenance contractor];the checking and approval of the information required to determine approvals under this Order;

(d) all legal and administrative costs and disbursements incurred by National Highways in connection with the Order and sub-paragraphs (a)-(d); and

(e) any value added tax which is payable by National Highways in respect of such costs and expenses arising under this paragraph and for which it cannot obtain reinstatement from HM Revenue and Customs,

together comprising “the NH costs”.

(2) The undertaker must pay to National Highways upon demand and prior to such costs being incurred the total costs that National Highways believe will be properly and necessarily incurred by National Highways in undertaking any statutory procedure or preparing and bringing into force any traffic regulation order or orders necessary to carry out or for effectively implementing the authorised development.

(3) National Highways must provide the undertaker with a schedule showing its estimate of the NH costs prior to the commencement of the specified works and the undertaker must pay to

National Highways the estimate of the NH costs prior to commencing the specified works and in any event prior to National Highways incurring any cost.

(4) If at any time after the payment referred to in sub-paragraph (3) has become payable, National Highways reasonably believes that the NH costs will exceed the estimated NH costs it may give notice to the undertaker of the amount that it believes the NH costs will exceed the estimate (the excess) and the undertaker must pay to National Highways within 20 business days of the date of the notice a sum equal to the excess.

(5) National Highways must give the undertaker a final account of the NH costs referred to in sub-paragraph (1) above within 65 business days of the issue of the provisional certificate issued pursuant to paragraph 10(4).

(6) Within 20 business days of the issue of the final account:

(a) if the final account shows a further sum as due to National Highways the undertaker must pay to National Highways the sum shown due to it;

(b) if the account shows that the payment or payments previously made by the undertaker have exceeded the costs incurred by National Highways, National Highways must refund the difference to the undertaker.

(7) If any payment due under any of the provisions of this Part of this Schedule is not made on or before the date on which it falls due the party from whom it was due must at the same time as making the payment pay to the other party interest at 3% above the Bank of England base lending rate from time to time being in force for the period starting on the date upon which the payment fell due and ending with the date of payment of the sum on which interest is payable together with that interest.

Provisional certificate

10.—(1) Following the completion of any phase of the specified works or prior to reopening any part of the strategic road network following any closure or partial closure, whichever shall be sooner, the undertaker shall notify National Highways who will carry out a site inspection to satisfy itself that the strategic road network is, in its opinion, safe for traffic and the undertaker must comply with any requirements of National Highways following the site inspection.

(2) As soon as the undertaker considers that the provisional certificate may be properly issued it must apply to National Highways for the provisional certificate.

(3) Following an application for a provisional certificate, National Highways must as soon as reasonably practicable:

(a) inspect the specified works; and

(b) provide the undertaker with a written list of works that are required for the provisional certificate to be issued or confirmation that no further works are required for this purpose.

(4) When—

(a) a stage 3 road safety audit for the specified works has been carried out and all recommendations raised including remedial works have (subject to any exceptions agreed) been approved by National Highways;

(b) the specified works incorporating the approved remedial works under sub-paragraph (4)(a) and any further works notified to the undertaker pursuant to sub-paragraph (3)(b) have been completed to the satisfaction of National Highways;

(c) the as built information has been provided to National Highways; and

(d) the undertaker has paid the commuted sum to National Highways,

National Highways must issue the provisional certificate.

(5) Following the issue of the provisional certificate, National Highways shall reduce the bond sum in writing to 20% of the total bond sum for that phase provided that in the event any claim or claims have been made against the undertaker or liability on its part has arisen under the bond sum (which here shall also include any claim or claims to which National Highways are joined howsoever they arise) before that date National Highways will be at liberty to retain a sufficient

sum in addition to the 20% to ensure it does not have to meet any costs for and/or arising from and/or in connection with the specified works.

(6) The undertaker must submit a stage 4 road safety audit as required by and in line with the timescales stipulated in the road safety audit standard. The undertaker must comply with the findings of the stage 4 road safety audit and must pay all costs of and incidental to such and provide updated as-built information to National Highways.

Opening

11. Unless otherwise agreed in writing by National Highways the undertaker must notify National Highways not less than 40 business days in advance of the intended date of opening to the public of the strategic road network and the undertaker must notify National Highways of the actual date the strategic road network will be opened to the public within 10 business days of that date and must not open the strategic road network to the public prior to the expiration of the requisite notice period.

Final condition survey

12.—(1) The undertaker must, as soon as reasonably practicable after making its application for a provisional certificate pursuant to paragraph 10(2), arrange for the highways structures and assets that were the subject of the condition survey to be re-surveyed and must submit the re-survey to National Highways for its approval. The re-survey will include a renewed geotechnical assessment required by DMRB CD622 if the phase of specified works include any works beneath the strategic road network.

(2) If the re-surveys carried out pursuant to paragraph 12(1) indicates that any damage has been caused to a structure or asset, the undertaker must submit a scheme for remedial works in writing to National Highways for its approval in writing and the undertaker must carry out the remedial works at its own cost and in accordance with the scheme submitted and such programme as National Highways may require.

(3) If the undertaker fails to carry out the remedial work in accordance with the approved scheme and programme pursuant to paragraph 12(2) or fails to submit a scheme for remedial works to National Highways, National Highways may carry out the steps required of the undertaker and may recover on written demand any expenditure from the undertaker it reasonably incurs in so doing.

(4) National Highways may, at its discretion, at the same time as giving its approval to the re-surveys pursuant to paragraph 12(1) give notice in writing that National Highways will remedy any damage identified in the re-surveys and National Highways may recover on written demand any expenditure from the undertaker it reasonably incurs in so doing.

(5) The undertaker must make available to National Highways upon request copies of any survey or inspection reports produced pursuant to any inspection or survey of any specified work following its completion that the undertaker may from time to time carry out.

Defects Period

13.—(1) The undertaker must at its own expense remedy any defects in the strategic road network as are reasonably required by National Highways to be remedied during the defects period for the relevant phase. All identified defects must be remedied in accordance with the following timescales—

(a) in respect of matters of urgency, within 24 hours of receiving notification for the same (urgency to be determined at the absolute discretion of National Highways);

(b) in respect of matters which National Highways considers to be serious defects or faults, within 10 business days of receiving notification of the same; and

(c) in respect of all other defects notified to the undertaker, within 4 weeks of receiving notification of the same.

(2) Following the issuing of the provisional certificate National Highways has responsibility for routine maintenance of the strategic road network save for any soft landscaping works which must be established and which must thereafter be maintained for a period of 3 years by and at the expense of the undertaker.

Final Certificate

14.—(1) The undertaker must apply to National Highways for the final certificate for each phase of the specified works no sooner than 12 months from the date of the provisional certificate for that phase.

(2) Following receipt of the application for the final certificate, National Highways must as soon as reasonably practicable:

(a) inspect the strategic road network; and

(b) provide the undertaker with a written list of any further works required to remedy or make good any defect or damage in the strategic road network or confirmation that no such works are required for this purpose.

(3) The undertaker must carry out such works notified to it pursuant to sub-paragraph 14(2).

(4) When National Highways is satisfied that:

(a) any defects or damage arising from defects during the defects period and any defects notified to the undertaker pursuant to sub-paragraph 14(2) and any remedial works required as a result of the stage 4 road safety audit have been made good to the satisfaction of National Highways; and

(b) the NH costs have been paid to National Highways in full;

(c) National Highways must issue the final certificate and upon the issue of the final certificate the bond sum for that phase is released in full provided that in the event any claim or claims have been made against the undertaker or liability on its part has arisen under the bond sum (which here shall also include any claim or claims to which National Highways are joined howsoever they arise) National Highways will be at liberty to retain a sufficient sum to ensure it does not have to meet any costs for and/or arising from and/or in connection with the specified works.

(5) The undertaker must pay to National Highways within 20 business days of demand the costs incurred by National Highways in identifying the defects and supervising and inspecting the undertaker's work to remedy the defects that it is required to remedy pursuant to this paragraph 14.

Security

15.—(1) No phase of the specified works must not commence until the undertaker procures that the specified works are secured by the bond sum to indemnify National Highways against all losses, damages, costs or expenses arising from any breach of any one or more of the obligations of the undertaker in respect of the exercise of the powers under this Order and the specified works under the provisions of this Part of this Schedule.

(2) If at any time the undertaker is in breach of these provisions of this Part of this Schedule or becomes insolvent without prejudice to any other remedy National Highways is entitled upon giving 5 business days notice to the undertaker to allow the undertaker to rectify any breach to use such parts of the bond sum as National Highways considers necessary. For the avoidance of doubt should National Highways have to carry out works pursuant to this Part of this Schedule it may, at its sole discretion, use the bond sum to forward fund such works.

Commuted sums

16.—(1) National Highways must provide to the undertaker an estimate of the commuted sum, calculated in accordance with FS Guidance S278 Commuted Lump Sum Calculation Method

dated 18 January 2010 or any successor guidance, prior to the commencement of the specified works.

(2) The undertaker must pay to National Highways the commuted sum in respect of each phase prior to the issue of the provisional certificate for that phase.

Insurance

17. Prior to the commencement of the specified works the undertaker must effect public liability insurance with an insurer in the minimum sum of £50,000,000.00 (50 million pounds) in respect of any one claim against any legal liability for damage loss or injury to any property or any person as a direct result of the execution of specified works or use of the strategic road network by the undertaker.

Indemnity

18.—(1) Subject to sub-paragraph (2) below, the undertaker fully indemnifies National Highways from and against all costs, claims, expenses, damages, losses and liabilities suffered by National Highways directly arising from or in connection to the construction, maintenance or use of the specified works or exercise of or failure to exercise any power under this Order and any such costs shall be paid to National Highways within 10 business days of demand save for any loss arising out of or in consequence of any negligent act or default of National Highways.

(2) The relevant highway authority shall:

(a) notify the undertaker upon receipt of any costs, claims, expenses, damages, losses and liabilities referred to in sub-paragraph (1);

(b) not accept or compromise any costs, claims, expenses, damages, losses and liabilities to which this indemnity relates without first seeking comments from the undertaker to its validity and as to the amount of the settlement and considering the same; and

(3) The undertaker's duty to indemnify National Highways pursuant to paragraph 18(1) above shall apply in full and further the undertaker's duty to indemnify shall continue in full force and effect until all such claims have been determined, settled and discharged and National Highways reimbursed in full notwithstanding the issue of the final certificate.

Maintenance of the specified works

19.—(1) The undertaker must, prior to the commencement of any works of maintenance to the specified works, give National Highways 20 business days' notice in writing of the date on which those works will start unless otherwise agreed by National Highways, acting reasonably.

(2) If, for the purposes of maintaining the specified works, the undertaker needs to occupy any road space, the undertaker must comply with National Highways' road space booking requirements and no maintenance of the specified works for which a road space booking is required shall commence without a road space booking having first been secured provided that nothing in this paragraph 19(2) shall prevent the undertaker from undertaking emergency maintenance works in accordance with section 57 of the New Roads and Street Works Act 1991.

(3) During any maintenance works, the undertaker must comply with any requirements that National Highways may notify to the undertaker, such requirements to be notified to the undertaker not less than 5 business days in advance of the planned commencement date of the maintenance works.

(4) The provisions of paragraph 11 shall apply to the opening of any part of the strategic road network following occupation of any road space under this paragraph.

Land

20. The undertaker must not under the powers of this Order:

(a) acquire Class 1 land forming part of; or

(b) seek to impose any restrictive covenants which conflict with the use of the strategic road network over any part of the strategic road network or extinguish any existing rights of or interfere with apparatus of National Highways in respect of any third party property, except with the consent of National Highways by written request to legalservicesinbox@nationalhighways.co.uk save for the avoidance of doubt these provisions do not apply to, with the exclusion of 20(b) above, article 25 (compulsory acquisition of rights) which may be exercised without the consent of National Highways.

Expert Determination

21.—(1) Article 62 (arbitration) of the Order does not apply to this Part of this Schedule.

(2) Any difference under this Part of this Schedule may be referred to and settled by a single independent and suitable person who holds appropriate professional qualifications and is a member of a professional body relevant to the matter in dispute acting as an expert, such person to be agreed by the differing parties or, in the absence of agreement, identified by the President of the Institution of Civil Engineers.

(3) On notification by either party of a dispute, the parties must jointly instruct an expert within 10 business days of notification of the dispute.

(4) All parties involved in settling any difference must use best endeavours to do so within 15 business days from the date that an expert is appointed.

(5) The expert must—

(a) invite the parties to make submission to the expert in writing and copied to the other party to be received by the expert within 5 business days of the expert's appointment;

(b) permit a party to comment on the submissions made by the other party within 5 business days of receipt of the submission;

(c) issue a decision within 5 business days of receipt of the submissions under sub-paragraph (b); and

(d) give reasons for the decision.

(6) Any determination by the expert is final and binding, except in the case of manifest error in which case the difference that has been subject to expert determination may be referred to and settled by arbitration under article 62 (arbitration).

(7) The fees of the expert are payable by the parties in such proportions as the expert may determine or, in the absence of such determination, equally.

PART 6

FOR THE PROTECTION OF FIVE ESTUARIES

Application

1. The provisions of this Part have effect unless otherwise agreed in writing between the undertaker and Five Estuaries.

Interpretation

2. In this Part:

"apparatus" means electric lines or electrical plant belonging to or maintained by Five Estuaries together with any replacement apparatus, and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

"EACN substation area" the land shown on the land plans as plots 14/1, 14/2, 14/3, 14/4, 14/7, 14/103 and 14/109;

"Five Estuaries" means Five Estuaries Offshore Wind Farm Limited (and any successor in title, transferee and lessee, as the case may be) as the undertaker with the benefit of all or part of the Five Estuaries Offshore Wind Farm Order 2025;

"new EACN Substation" means the substation to be constructed within the EACN substation area as Work No. 8;

"new EACN substation boundary" means the final boundary of the substation to be constructed within the EACN substation area as determined by the undertaker

"overlap area" means any land within the Order land that is also within the land defined as the Order land in the Five Estuaries Offshore Wind Farm Order 2025 but excluding the EACN substation area.

Compulsory acquisition of land and rights

3. Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to this Order, within the overlap area, the undertaker must not acquire any interest in land or any apparatus or override any easement or other interest of Five Estuaries otherwise than by agreement, such agreement not to be unreasonably withheld or delayed.

4. Where within the EACN substation area but outside of the new EACN substation boundary, the undertaker acquires land within which Five Estuaries have rights to install, maintain and operate apparatus and associated equipment for the purposes of transmission of electricity, and/or over which they have rights to access apparatus , the undertaker must not extinguish, suspend, override or acquire such rights or apparatus unless and until the undertaker affords to Five Estuaries alternative, necessary rights in substitution for the rights to be extinguished, suspended, overridden or acquired, and those alternative rights must be granted upon such terms and conditions as may be agreed between the undertaker and Five Estuaries acting reasonably.

5. Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to this Order, the undertaker must not suspend or extinguish any temporary possession right being exercised by Five Estuaries otherwise than by agreement, such agreement not to be unreasonably withheld or delayed.

6. The undertaker will not exercise any rights, including rights of temporary possession, over plots 15/3, 15/8, 15/24 to 15/31 (inclusive), 15/36, and 16/23 to 16/32 (inclusive) (being the alignment of a temporary haul road proposed by Five Estuaries) so as to exclude or prevent any use of these plots by Five Estuaries.

Protection of Five Estuaries apparatus

7.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to this Order, the undertaker may not, under the powers of this Order, adjust, remove, alter, divert or interfere with any apparatus situated outside the EACN substation area owned by Five Estuaries otherwise than by agreement.

Indemnity

8.—(1) At all times after Five Estuaries has commenced construction and the conditions below are met to comply with sub-paragraphs 8(2) to 8(7)—

(i) NGET is working within the EACN substation area;

(ii) NGET is working in an area in which Five Estuaries either has land rights or is in occupation of and/or;

(iii) NGET is carrying out works within 15 metres of any Five Estuaries works or apparatus;

(iv) excepting any works which are works regulated by the connection agreement between the undertaker and National Grid Energy Systems Operator (or a successor

thereto) and carried out within the New National Grid Substation Boundary which will be governed solely by that agreement and not this Part:

(2) Subject to sub-paragraphs (3) and (4), if by reason or in consequence of the construction use or maintenance or failure of any works to which paragraph 8(1) applies by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, or any subsidence resulting from any of these works, any damage is caused to any apparatus or property of Five Estuaries, or Five Estuaries becomes liable to pay any amount to any third party, the undertaker will—

(a) bear and pay on demand accompanied by an invoice or claim from Five Estuaries the cost reasonably and properly incurred by Five Estuaries in making good such damage or restoring the supply; and

(b) indemnify Five Estuaries for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Five Estuaries, by reason or in consequence of any such damage or interruption or Five Estuaries becoming liable to any third party other than arising from any default of Five Estuaries

(3) The fact that any act or thing may have been done by Five Estuaries on behalf of the undertaker or in accordance with a plan agreed with Five Estuaries or in accordance with any requirement of Five Estuaries or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless Five Estuaries 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.

(4) Nothing in sub-paragraph (1) shall impose any liability on the undertaker in respect of—

(a) any damage or interruption to the extent that it is attributable to the neglect or default of Five Estuaries, its officers, servants, contractors or agents; or

(b) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.

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

(6) Five Estuaries must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(7) Five Estuaries must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within Five Estuaries's reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of Five Estuaries's control and if reasonably requested to do so by the undertaker Five Estuaries must provide an explanation of how the claim has been minimised, where relevant.

Disputes

9. Any dispute arising between the undertaker and Five Estuaries under this Part of this Schedule, is to be determined by arbitration under article 62 (arbitration).

PART 7

FOR THE PROTECTION OF NORTH FALLS

Application

1. The provisions of this Part have effect unless otherwise agreed in writing between the undertaker and North Falls.

Interpretation

2. In this Part:

"apparatus" means electric lines or electrical plant belonging to or maintained by North Falls together with any replacement apparatus, and includes any structure in which apparatus is or will be lodged or which gives or will give access to apparatus;

"EACN substation area" the land shown on the land plans as plots 14/1, 14/2, 14/3, 14/4, 14/7, 14/103 and 14/109;

"new EACN Substation" means the substation to be constructed within the EACN substation area as Work No. 8;

"new EACN substation boundary" means the final boundary of the substation to be constructed within the EACN substation area as determined by the undertaker;

"North Falls" means North Falls Offshore Wind Farm Limited (and any successor in title, transferee and lessee, as the case may be) as the undertaker with the benefit of all or part of the North Falls Offshore Wind Farm Order 2026;

"overlap area" means any land within the Order land that is also within the land defined as the Order land in the North Falls Offshore Wind Farm Order 2026 but excluding the EACN substation area.

Compulsory acquisition of land and rights

3. Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to this Order, within the overlap area, the undertaker must not acquire any interest in land or any apparatus or override any easement or other interest of North Falls otherwise than by agreement, such agreement not to be unreasonably withheld or delayed.

4. Where within the EACN substation area but outside of the new EACN Substation boundary, the undertaker acquires land within which North Falls have rights to install, maintain and operate apparatus and associated equipment for the purposes of transmission of electricity, and/or over which they have rights to access apparatus , the undertaker must not extinguish, suspend, override or acquire such rights or apparatus unless and until the undertaker affords to North Falls alternative, necessary rights in substitution for the rights to be extinguished, suspended, overridden or acquired, and those alternative rights must be granted upon such terms and conditions as may be agreed between the undertaker and North Falls acting reasonably.

5. Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to this Order, the undertaker must not suspend or extinguish any temporary possession right being exercised by North Falls otherwise than by agreement, such agreement not to be unreasonably withheld or delayed.

6. The undertaker will not exercise any rights, including rights of temporary possession, over 15/3, 15/8, 15/24 to 15/31 (inclusive), 15/36, and 16/23 to 16/32 (inclusive) (being the alignment of a temporary haul road proposed by North Falls) so as to exclude or prevent any use of these plots by North Falls.

Protection of North Falls apparatus

7.—(1) Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to this Order, the undertaker may not, under the powers of this Order, adjust, remove, alter, divert or interfere with any apparatus situated outside the EACN Substation Area owned by North Falls otherwise than by agreement.

Indemnity

8.—(1) At all times after North Falls has commenced construction and the conditions below are met to comply with sub-paragraphs 8(2) to 8(7)—

(a) NGET is working within the EACN substation area;

(b) NGET is working in an area in which North Falls either has land rights or is in occupation of; and/or

(c) NGET is carrying out works within 15 metres of any North Falls works or apparatus;

(d) excepting any works which are works regulated by the connection agreement between North Falls and National Grid Energy Systems Operator (or a successor thereto) and carried out within the New National Grid Substation Boundary which will be governed solely by that agreement and not this Part.

(2) Subject to sub-paragraphs (3) and (4), if by reason or in consequence of the construction use or maintenance or failure of any works to which paragraph 8(1) applies by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, or any subsidence resulting from any of these works, any damage is caused to any apparatus or property of North Falls, or North Falls becomes liable to pay any amount to any third party, the undertaker will—

(a) bear and pay on demand accompanied by an invoice or claim from North Falls the cost reasonably and properly incurred by North Falls in making good such damage or restoring the supply; and

(b) indemnify North Falls for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from North Falls, by reason or in consequence of any such damage or interruption or North Falls becoming liable to any third party other than arising from any default of North Falls.

(3) The fact that any act or thing may have been done by North Falls on behalf of the undertaker or in accordance with a plan agreed with North Falls or in accordance with any requirement of North Falls or under its supervision will not (unless sub-paragraph (4) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless North Falls 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.

(4) Nothing in sub-paragraph (1) shall impose any liability on the undertaker in respect of—

(a) any damage or interruption to the extent that it is attributable to the neglect or default of North Falls, its officers, servants, contractors or agents; or

(b) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.

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

(6) North Falls must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(7) North Falls must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within North Falls' reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of North Falls' control and if reasonably requested to do so by the undertaker North Falls must provide an explanation of how the claim has been minimised, where relevant.

Disputes

Any dispute arising between the undertaker and North Falls under this Part of this Schedule is to be determined by arbitration under article 62 (arbitration).

PART 8

FOR THE PROTECTION OF CADENT GAS LIMITED AS GAS UNDERTAKER

Application

1. For the protection of Cadent the following provisions will, unless otherwise agreed in writing between the undertaker and Cadent, have effect.

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 (ii)"A3" if the rating is assigned by Moody's Investors Services Inc.;

"acceptable insurance" means general third party liability insurance effected and maintained by the undertaker with a combined property damage and bodily injury limit of indemnity of not less than £50,000,000.00 (fifty million pounds) per occurrence or series of occurrences arising out of one event. Such insurance shall be maintained:

(a) during the construction period of the authorised works; and

(b) after the construction period of the authorised works in respect of any maintenance of the authorised development by or on behalf of the undertaker which constitute specified works and arranged with an insurer whose security/credit rating meets the same requirements as an "acceptable credit provider", such insurance shall include (without limitation):

  (i) an indemnity to principal clause in favour of Cadent; and

  (ii) pollution liability for third party property damage and third party bodily damage arising from any pollution/contamination event with a (sub) limit of indemnity of not less than £10,000,000.00 (ten million pounds) per event or £20,000,000.00 (twenty million pounds) in aggregate;

"acceptable security" means either:

(a) evidence provided to Cadent's reasonable satisfaction that the undertaker has a tangible net worth of not less than £50,000,000.00 (fifty million pounds) (or an equivalent financial measure); or

(b) a parent company guarantee from the parent company in favour of Cadent to cover the Undertaker's liability to Cadent to a total liability cap of £50,000,000.00 (Fifty Million Pounds) (in a form reasonably satisfactory to Cadent and where required by Cadent, 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);

(c) a bank bond or letter of credit from an acceptable credit provider in favour of Cadent to cover the undertaker's liability to Cadent 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 £50,000,000.00 (fifty million pounds) (in a form reasonably satisfactory to Cadent);

"alternative apparatus" means appropriate alternative apparatus to the satisfaction of Cadent to enable Cadent to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means any gas mains, pipes, pressure governors, ventilators, cathodic protections, (including transformed rectifiers and any associated groundbeds or cables), cables, marker posts, block valves, hydrogen above ground installations or other apparatus belonging to or maintained by Cadent for the purposes of Cadent's undertaking together with any replacement apparatus and such other apparatus constructed pursuant to this Order that becomes operational apparatus of Cadent for the purposes of Cadent's undertaking 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 (interpretation) 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;

"Cadent" means Cadent Gas Limited and includes its successors in title or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986;

"Cadent's undertaking" means the rights, duties and obligations of Cadent Gas Limited as a public gas transporter within the meaning of section 7 (licensing of public gas transporters) of the Gas Act 1986 (as amended by the Gas Act 1995);

"commence" has the same meaning as in article 2 (interpretation) of this Order and commencement will be construed to have the same meaning save that for the purposes of this Part of the Schedule the terms commence and commencement include operations for the purposes of archaeological or ecological investigations and investigations of the existing condition of the ground or of structures;

"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;

"functions" includes powers and duties;

"ground mitigation scheme" means a scheme approved by Cadent (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, must require the undertaker to submit for Cadent'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" will include the ability and right to do any of the following in relation to any apparatus or alternative apparatus of Cadent including retain, lay, construct, inspect, maintain, protect, use, access, enlarge, replace, renew, remove, decommission or render unusable or remove the apparatus;

"parent company" means a parent company of the undertaker acceptable to and which shall have been approved by Cadent acting reasonably;

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

"rights" will include rights and restrictive covenants, and in relation to decommissioned apparatus the surrender of rights, release of liabilities and transfer of decommissioned apparatus;

"specified works" means any of the authorised works or activities (including maintenance) 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 apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise;

(b) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise; and/or

(c) include any of the activities that are referred to in CD/SP/SSW/22 (Cadent's policies for safe working in the vicinity of Cadent's Assets);

"undertaker" means the undertaker as defined in article 2 (interpretation) of this Order.

On Street Apparatus

3.—(1) Except for paragraphs 4 (apparatus of Cadent in stopped up streets), 7 (removal of apparatus) in so far as sub-paragraph (3) applies, 8 (facilities and rights for alternative apparatus) in so far as sub-paragraph (2) below applies, 9 (retained apparatus: protection of Cadent*),* 10 (expenses) and 11 (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 Cadent, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and Cadent are regulated by the provisions of Part 3 of the 1991 Act.

(2) Paragraphs 7 (removal of apparatus) and 8 (facilities and rights for alternative apparatus) of this Agreement will apply to diversions even where carried out under the 1991 Act, in circumstances where any apparatus is diverted from an alignment within the existing adopted public highway but not wholly replaced within existing adopted public highway.

(3) Notwithstanding article 11 (street works) or any other powers in the Order generally, section 85 (sharing of cost of necessary measures) of the 1991 Act in relation to cost sharing and the regulations made thereunder will not apply in relation to any diversion of apparatus of Cadent under the 1991 Act.

Apparatus of Cadent in stopped up streets

4.—(1) Without prejudice to the generality of any other protection afforded to Cadent elsewhere in the Order, where any street is stopped up under article 15 (permanent stopping up of streets and private means of access), if Cadent has any apparatus in the street or accessed via that street Cadent will be entitled to the same rights in respect of such apparatus as it enjoyed immediately before the stopping up and the undertaker will grant to Cadent, or will procure the granting to Cadent of, legal easements reasonably satisfactory to Cadent in respect of such apparatus and access to it prior to the stopping up of any such street or highway but nothing in this paragraph will affect any right of the undertaker or of Cadent to require the removal of that apparatus under paragraph 7 (removal of apparatus).

(2) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 16 (temporary stopping up of streets and restriction of use of streets), Cadent 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 it would have been entitled to do immediately before such temporary stopping up or diversion in respect of any apparatus which at the time of the stopping up or diversion was in that highway

(3) The Protective Provisions in this Part of this Schedule apply and take precedence over article 45 (apparatus and rights of statutory undertakers in stopped up streets) of the Order which will not apply to Cadent.

Protective works to buildings

5.—(1) The undertaker, in the case of the powers conferred by article 21 (protective works to buildings), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of Cadent and, if by reason of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of Cadent or any interruption in the supply of gas by Cadent, as the case may be, is caused solely and directly by the undertaker, the undertaker must bear and pay on receipt of an invoice the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and, subject to sub-paragraph (2), will—

(a) pay compensation to Cadent for any loss sustained by it; and

(b) indemnify Cadent against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by Cadent, by reason of any such damage or interruption.

(2) Nothing in this paragraph imposes any liability on the undertaker with respect to any damage or interruption to the extent that such damage or interruption is attributable to the act, neglect or default of Cadent or its contractors or workmen; and Cadent will give to the undertaker reasonable written notice of any claim or demand as aforesaid within 20 business days of becoming aware of such claim or demand and no settlement or compromise thereof will be made by Cadent, save in respect of any payment required under a statutory compensation scheme, without first consulting the undertaker and giving the undertaker an opportunity to make representations as to the claim or demand.

Acquisition of land

6.—(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 undertaker may not appropriate or acquire any land interest or appropriate, acquire, extinguish, interfere with or override any easement, other interest or right and/or apparatus of Cadent otherwise than by agreement.

(2) As a condition of agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the authorised works (or in such other timeframe as may be agreed between Cadent 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 Cadent and/or affects the provisions of any enactment or agreement regulating the relations between Cadent and the undertaker in respect of any apparatus laid or erected in land belonging to or secured by the undertaker, the undertaker must as Cadent reasonably requires enter into such deeds of consent and variations upon such terms and conditions as may be agreed between Cadent and the undertaker acting reasonably and which must be no less favourable on the whole to Cadent unless otherwise agreed by Cadent, 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.

(3) The undertaker and Cadent 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 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 Cadent and/or other enactments relied upon by Cadent as of right or other use in relation to the apparatus, then the provisions in this Schedule will prevail.

(4) Any agreement or consent granted by Cadent under paragraph 9 (retained apparatus: protection of Cadent) or any other paragraph of this Part of this Schedule, will not be taken to constitute agreement under sub-paragraph (1).

(5) As a condition of an agreement between the parties in sub-paragraph (1) that involves de-commissioned apparatus being left in situ the undertaker must accept a surrender of any existing easement and/or other interest of Cadent in such decommissioned apparatus and consequently acquire title to such decommissioned apparatus and release Cadent from all liabilities in respect of such de-commissioned apparatus from the date of such surrender.

(6) Where an undertaker acquires land which is subject to any Cadent right or interest (including, without limitation, easements and agreements relating to rights or other interests) and the provisions of paragraph 7 (removal of apparatus) do not apply, the undertaker must—

(a) retain any notice of Cadent's easement, right or other interest on the title to the relevant land when registering the undertaker's title to such acquired land; and

(b) (where no such notice of Cadent's easement, right or other interest exists in relation to such acquired land or any such notice is registered only on the Land Charges Register) include (with its application to register title to the undertaker's interest in such acquired land at the Land Registry) a notice of Cadent's easement, right or other interest in relation to such acquired land.

Removal of apparatus

7.—(1) If, in the exercise of the agreement reached in accordance with paragraph 6 (acquisition of land) or in any other authorised manner, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be decommissioned or removed under this Part of this Schedule and any right of Cadent to maintain that apparatus in that land must not be extinguished until alternative apparatus has been constructed, is in operation, and the rights and facilities referred to in sub-paragraph (2) have been provided, to the satisfaction of Cadent and in accordance with sub-paragraph (2) to (5) inclusive.

(2) If, for the purpose of executing any works in, on, under or over 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 Cadent advance written notice of that requirement, together with a plan and section 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 Cadent reasonably needs to move or remove any of its apparatus) the undertaker must afford to Cadent to its satisfaction (taking into account paragraph 8(1) below) the necessary facilities and rights—

(a) for the construction of alternative apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus);

(b) subsequently for the maintenance of that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus); and

(c) to allow access to that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus).

(3) If the 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, Cadent may, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to assist the undertaker in obtaining the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation will not extend to the requirement for Cadent to use its compulsory purchase powers to this end unless it (in its absolute discretion) elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Cadent and the undertaker.

(5) Cadent must, after the alternative apparatus to be provided or constructed has been agreed, and subject to the prior grant to Cadent of such facilities and rights as are referred to in sub-paragraph (2) or (3) have been afforded to Cadent to its satisfaction, then proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to decommission or remove any apparatus required by the undertaker to be decommissioned or removed under the provisions of this Part of this Schedule.

Facilities and rights for alternative apparatus

8.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for Cadent facilities and rights in land for the access to, construction and maintenance of alternative apparatus in substitution for apparatus to be decommissioned or removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Cadent acting reasonably and must be no less favourable on the whole to Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed unless otherwise agreed by Cadent.

(2) If the facilities and rights to be afforded by the undertaker and agreed with Cadent under sub-paragraph (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 Cadent than the facilities and rights enjoyed by it in respect of the apparatus to be decommissioned or removed (in Cadent's opinion) then the terms and conditions to which those facilities and rights are subject in the matter will be referred to arbitration in accordance with paragraph 14 (Arbitration) of this Part of this Schedule and the arbitrator will make such provision for the payment of compensation by the undertaker to Cadent as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection of Cadent

9.—(1) Not less than 40 business days before the commencement of any specified works the undertaker must submit to Cadent a plan and, if reasonably required by Cadent, a ground monitoring scheme in respect of those works.

(2) The plan to be submitted to Cadent 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 etc.;

(d) the position of all apparatus;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and

(f) any intended maintenance regimes.

(3) The undertaker must not commence any works to which sub-paragraphs (1) and (2) apply until Cadent has given written approval of the plan so submitted.

(4) Any approval of Cadent required under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (5) or (7); and,

(b) must not be unreasonably withheld or delayed.

(5) In relation to any work to which sub-paragraphs (1) and/or (2) apply, Cadent may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) and (2) or as relevant sub-paragraph (4), as approved or as

amended from time to time by agreement between the undertaker and Cadent and in accordance with all conditions imposed under sub-paragraph (4)(a), and Cadent will be entitled to watch and inspect the execution of those works.

(7) Where Cadent requires any protective works to be carried out by itself or by the 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 Cadent's reasonable satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required prior to commencement

(8) If Cadent, in consequence of the works proposed by the undertaker, reasonably requires the removal of any Cadent's apparatus and gives written notice to the undertaker of that requirement, sub-paragraphs (1) to (3) and (6) to (8) apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 40 business 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 will apply to and in respect of the new plan.

(10) The 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 Cadent notice as soon as is reasonably practicable and a plan of those works and must comply with—

(a) the conditions imposed under sub-paragraph (4)(a) insofar as is reasonably practicable in the circumstances; and

(b) sub-paragraph (11) at all times.

(11) At all times when carrying out any works authorised under the Order the undertaker must comply with Cadent's policies for safe working in proximity to gas apparatus "CD/SP/SSW/22 (Cadent's policies for safe working in the vicinity of Cadent's Assets)" and HSE's "HS(~G)47 Avoiding danger from underground services".

(12) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker must implement an appropriate ground mitigation scheme save that Cadent retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph 10 (expenses).

Expenses

10.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to Cadent on demand on receipt of an invoice or written breakdown all charges, costs and expenses reasonably anticipated or incurred by Cadent in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any 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 Cadent in connection with the negotiation or acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs (including professional fees) incurred by Cadent as a consequence of Cadent—

(i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 7(3) if it elects to do so; and/or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting Cadent;

(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;

(g) any watching brief pursuant to paragraph 9(6).

(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 undertaker or, in default of agreement, is not determined by arbitration in accordance with article 62 (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 Cadent by virtue of sub-paragraph (1) will be reduced by the amount of that excess save where it is not possible or appropriate in the circumstances (including due to statutory or regulatory changes) 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 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) An amount which apart from this sub-paragraph would be payable to Cadent 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 seven years and six months earlier so as to confer on Cadent 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

11.—(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 (including without limitation relocation, diversion, decommissioning, construction and maintenance of apparatus or alternative apparatus) or in consequence of the construction, use, maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the 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 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 Cadent, or there is any interruption in any service provided, or in the supply of any goods, by Cadent, or Cadent becomes liable to pay any amount to any third party, the undertaker will—

(a) bear and pay on receipt of an invoice the cost reasonably incurred by Cadent in making good such damage or restoring the supply; and

(b) indemnify Cadent for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Cadent, by reason or in consequence of any such damage or interruption or Cadent becoming liable to any third party as aforesaid other than arising from any default of Cadent.

(2) The fact that any act or thing may have been done by Cadent on behalf of the undertaker or in accordance with a plan approved by Cadent or in accordance with any requirement of Cadent or under its supervision including under any watching brief will not (unless sub-paragraph (3) applies) excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless Cadent 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) will impose any liability on the undertaker in respect of—

(a) any damage or interruption to the extent that it is attributable to the neglect or default of Cadent, 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 Cadent as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 (benefit of order granting development consent) of the Planning Act 2008 or article 7 (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 11 (*indemnity*).

(4) Cadent must give the 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 promoter and considering their representations.

(5) Not to commence construction of any specified works (and not to permit the commencement of such construction of the specified works) or commence (or permit the commencement of any other part of the authorised development) on any land either owned by Cadent or in respect of which Cadent has an easement or wayleave for its apparatus or any other interest or to carry out any works within 15 metres of Cadents' apparatus unless and until Cadent is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has first:

(a) provided the acceptable insurance (and provided evidence that it shall maintain such acceptable insurance for the construction period of the relevant part of the specified works and/or the relevant part of the authorised works from the proposed date of commencement of construction of that part of the authorised works); and

(b) procured acceptable surety (and provided evidence to Cadent that it shall maintain such acceptable surety for the entire construction period of the relevant part of the specified works or the relevant part of the authorised works (as the case may be) from the proposed date of commencement of construction of that part of the authorised works)

provided that where the Undertaker's contractor has provided the Acceptable Insurance and/or procured the Acceptable Security the Undertaker shall remain responsible for ensuring that the Acceptable Insurance and/or the Acceptable Security is in place and maintained as required under the terms of this Deed.

Co-operation

12.—(1) Where in consequence of the proposed construction of any of the authorised works, the undertaker or Cadent requires the removal of apparatus under paragraph 7(2) or Cadent makes requirements for the protection or alteration of apparatus under paragraph 9 (retained apparatus: protection of Cadent), the undertaker will 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

Cadent's undertaking and Cadent will use its best endeavours to co-operate with the undertaker for that purpose.

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

Access

13. If in consequence of the agreement reached in accordance with paragraph 6(1) or the powers granted under this Order the access to any apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Cadent in respect of the apparatus) is materially obstructed, the undertaker must provide such alternative rights and means of access to such apparatus as will enable Cadent to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

14. Save for differences or disputes arising under paragraphs 7(2), 7(4), 8(1) and paragraph 9 (retained assets: protection of Cadent) any difference or dispute arising between the undertaker and Cadent under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and Cadent, be determined by being referred to and settled by a single arbitrator to be agreed between the parties, or failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the President of the Institute of Civil Engineers and in settling any difference or dispute, the arbitrator must have regard to the requirements of Cadent for ensuring the safety, economic and efficient operation of Cadent's apparatus.

Notices

15. The plans submitted to Cadent by the undertaker pursuant to paragraph 9(1) must be sent to Cadent Gas Limited Plant Protection by e-mail to plantprotection@cadentgas.com copied by e-mail to landservices@cadentgas.com and sent to the General Counsel Department at Cadent's registered office or such other address as Cadent may from time to time appoint instead for that purpose and notify to the undertaker.

PART 9

FOR THE PROTECTION OF NATIONAL GAS TRANSMISSION PLC

Application

1.—(1) For the protection of National Gas Transmission plc ("National Gas") as referred to in this Part of this Schedule the following provisions have effect, unless otherwise agreed in writing between the undertaker and National Gas.

(2) Subject to sub-paragraph (3) or to the extent otherwise agreed in writing between the undertaker and National Gas, where the benefit of this Order is transferred or granted to another person under article 7 (consent to transfer benefit of Order)—

(a) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between National Gas and the transferee or grantee (as the case may be); and

(b) written notice of the transfer or grant must be given to National Gas on or before the date of that transfer or grant.

(3) Sub-paragraph (2) does not apply where the benefit of the Order is transferred or granted to National Gas (but without prejudice to 11(4)(b)).

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 (ii)"A3" if the rating is assigned by Moody's Investors Services Inc.;

"acceptable insurance" means general third party liability insurance effected and maintained by the undertaker with a combined property damage and bodily injury limit of indemnity of not less than £50,000,000.00 (fifty million pounds) per occurrence or series of occurrences arising out of one event. Such insurance shall be maintained:

(a) during the construction period of the authorised works; and

(b) after the construction period of the authorised works in respect of any use and maintenance of the authorised development by or on behalf of the undertaker which constitute specified works and arranged with an insurer whose security/credit rating meets the same requirements as an "acceptable credit provider", such insurance shall include (without limitation):

  (i) a waiver of subrogation and an indemnity to principal clause in favour of National Gas; and

  (ii) pollution liability for third party property damage and third party bodily damage arising from any pollution/contamination event with a (sub)limit of indemnity of not less than £10,000,000.00 (ten million pounds) per occurrence or series of occurrences arising out of one event or £20,000,000.00 (twenty million pounds) in aggregate;

"acceptable security" means either:

(c) evidence provided to National Gas' reasonable satisfaction that the undertaker has a tangible net worth of not less than £50,000,000.00 (fifty million pounds) (or an equivalent financial measure); or

(d) a bank bond or letter of credit from an acceptable credit provider in favour of National Gas to cover the undertaker's liability to National Gas 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 £50,000,000.00 (fifty million pounds) (in a form reasonably satisfactory to National Gas);

"alternative apparatus" means appropriate alternative apparatus to the reasonable satisfaction of National Gas to enable National Gas to fulfil its statutory functions in a manner no less efficient than previously;

"apparatus" means any mains, pipes or other apparatus belonging to or maintained by National Gas for the purposes of gas supply together with any replacement apparatus and such other apparatus constructed pursuant to the Order that becomes operational apparatus of National Gas 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(1) 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" and "commencement" in this Part of this Schedule shall include any below ground surveys, monitoring, ground work operations or the receipt and erection of construction plant and equipment;

"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 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;

"functions" includes powers and duties;

"ground mitigation scheme" means a scheme approved by National Gas (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 undertaker to submit for National Gas' 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 Gas: construct, use, repair, alter, inspect, renew or remove the apparatus;

"National Gas" means National Gas Transmission plc (Company Number 02006000) whose registered office is at National Grid House Warwick Technology Park, Gallows Hill, Warwick, CV34 6DA or any successor as a gas transporter within the meaning of Part 1 of the Gas Act 1986;

"Network Code" means the network code prepared by National Gas pursuant to Standard Special Condition A11(3) of its Gas Transporter's Licence, which incorporates the Uniform Network Code, as defined in Standard Special Condition A11(6) of National Gas' Gas Transporters Licence, as both documents are amended from time to time;

"Network Code Claims" means—

(e) any claim made against National Gas by any person or loss suffered by National Gas under the Network Code arising out of or in connection with any failure by National Gas to make gas available for off take at, or a failure to accept gas tendered for delivery from, any entry point to or exit point from the gas national transmission system as a result of the authorised works; or

(f) any costs and/or expenses incurred by National Gas as a result of or in connection with, it taking action (including purchase or buy back of capacity) for the purpose of managing constraint or potential constraint on the gas national transmission system which has arisen as a direct result of the authorised works;

"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 specified works to be executed;

"parent company" means a parent company of the undertaker acceptable to and which shall have been approved by National Gas acting reasonably;

"specified works" means any of the authorised works or activities undertaken in association with the authorised works which:

(g) will or may be situated over, or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise; and/or

(h) may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise; and/or

(i) includes any of the activities that are referred to in paragraph 8 of T/SP/SSW/22 (National Gas' policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW/22) to the extent that such activities

may in any way adversely affect any apparatus the removal of which has not been required by the undertaker under paragraph 7(2) or otherwise.

"undertaker" means the undertaker as defined in article 2(1) of this Order;

On Street Apparatus

3. Except for paragraphs 4 (apparatus in stopped up streets), 9 (retained apparatus: protection), 10 (expenses) and 11 (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 National Gas, the other provisions of this Schedule do not apply to apparatus in respect of which the relations between the undertaker and National Gas are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus of National Gas in stopped up streets

4.—(1) Where any street is stopped up under article 15 (permanent stopping up of streets and public rights of way), if National Gas has any apparatus in the street or accessed via that street National Gas has the same rights in respect of that apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to National Gas, or procure the granting to National Gas of, legal easements reasonably satisfactory to National Gas in respect of such apparatus and access to it prior to the stopping up of any such street or highway but nothing in this paragraph affects any right of the undertaker or National Gas to require the removal of that apparatus under paragraph 7 or the power of the undertaker, subject to compliance with this sub-paragraph, to carry out works under paragraph 9.

(2) Notwithstanding the temporary stopping up or diversion of any highway under the powers of article 16 (temporary closure of streets and public rights of way, National Gas is at liberty at all times to take all necessary access across any such stopped up highway and to execute and do all such works and things in, upon or under any such highway as are reasonably necessary to carry out at the time of the temporary stopping up to enable it to maintain any apparatus which at the time of the stopping up or diversion was in that highway.

Protective works to buildings

5. The undertaker, in the case of the powers conferred by article 21 (protective works), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus without the written consent of National Gas.

Acquisition of land

6.—(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 undertaker may not (a) appropriate or acquire or take temporary possession of any land or apparatus of National Gas or (b) appropriate, acquire, or extinguish, interfere with or override any easement, other interest or right and/or apparatus of National Gas otherwise than by agreement.

(2) As a condition of an agreement between the parties in sub-paragraph (1), prior to the carrying out of any part of the specified works (or in such other timeframe as may be agreed between National Gas and the undertaker) that is subject to the requirements of this Part of this Schedule that will cause any conflict with or breach the terms of any easement or other legal or land interest of National Gas or affect the provisions of any enactment or agreement regulating the relations between National Gas 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 Gas reasonably requires enter into such deeds of consent upon such terms and conditions as may be agreed between National Gas and the undertaker acting reasonably and which must be no less favourable on the whole to National Gas unless otherwise agreed by National Gas, and it will be the responsibility of the undertaker to use reasonable endeavours 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.

(3) Save where otherwise agreed in writing between National Gas and the undertaker the undertaker and National Gas 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 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 Gas and/or other enactments relied upon by National Gas as of right or other use in relation to the apparatus, then the provisions in this Schedule shall prevail.

(4) Any agreement or consent granted by National Gas under paragraph 9 or any other paragraph of this Part of this Schedule, shall not be taken to constitute agreement under sub-paragraph (1).

Removal of apparatus

7.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in or possesses temporarily any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of National Gas 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 National Gas in accordance with sub-paragraph (2) to (5).

(2) If, for the purpose of executing any works in, on, under or over 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 National Gas 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 Gas reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), secure any necessary consents for the alternative apparatus and afford to National Gas to its reasonable satisfaction (taking into account paragraph 8(1) below) the necessary facilities and rights—

(a) for the construction of alternative apparatus in other land of or land secured by the undertaker; and

(b) subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of or land secured by the undertaker, or the 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 Gas may in its sole discretion, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances to assist the undertaker 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 Gas to use its compulsory purchase powers to this end unless it elects to so do.

(4) Any alternative apparatus to be constructed in land of or land secured by the 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 Gas and the undertaker acting reasonably.

(5) National Gas must, after the alternative apparatus to be provided or constructed has been agreed, and subject to a written diversion agreement having been entered into between the parties and the grant to National Gas 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 undertaker to be removed under the provisions of this Part of this Schedule.

(6) The provisions of this paragraph 7 only apply to the extent that the apparatus to be removed by the undertaker forms part of National Gas' undertaking and has not already been abandoned or decommissioned by NGT and any existing rights in respect of the abandoned or decommissioned apparatus have been surrendered.

Facilities and rights for alternative apparatus

8.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for National Gas 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 undertaker and National Gas acting reasonably and must be no less favourable on the whole to National Gas than the facilities and rights enjoyed by it in respect of the apparatus to be removed unless otherwise agreed by National Gas.

(2) If the facilities and rights to be afforded by the undertaker 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 Gas 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 may be referred to arbitration in accordance with paragraph 15 (Arbitration) of this Part of this Schedule and the arbitrator must make such provision for the payment of compensation by the undertaker to National Gas as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained apparatus: protection

9.—(1) Not less than 40 business days before the commencement of any specified works the undertaker must submit to National Gas a plan and, if reasonably required by National Gas, a ground monitoring scheme in respect of those works.

(2) In relation to specified works the plan to be submitted to National Gas 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 etc;

(d) the position of all apparatus;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and

(f) any intended maintenance regimes.

(3) The undertaker must not commence any works to which sub-paragraphs (1) and (2) apply until National Gas has given written approval of the plan so submitted.

(4) Any approval of National Gas required under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub-paragraphs (5) or (6); and,

(b) must not be unreasonably withheld or delayed.

(5) In relation to any work to which sub-paragraphs (1) and/or (2) apply, National Gas may require, within 15 business days of submission of a plan by the undertaker under sub-paragraph (1), such modifications to be made to the plans as is reasonably necessary for the purpose of securing its apparatus against interference or risk of damage for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works executed under sub-paragraphs (1) or (2) must 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 undertaker and National Gas and in accordance with such reasonable requirements as may be made in accordance with sub-paragraphs (5) or (7) by National Gas for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and National Gas will be entitled to watch and inspect the execution of those works.

(7) Where National Gas requires any protective works to be carried out by itself or by the 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 Gas' reasonable satisfaction prior to the commencement of any specified works for which protective works are required and National Gas must give written notice of its requirement for such works within 15 business days of the date of submission of a plan pursuant to this paragraph (except in an emergency).

(8) If National Gas in accordance with sub-paragraphs (5) or (7) and in consequence of the works proposed by the undertaker, reasonably requires the removal of National Gas's apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 3 and 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 40 business days before commencing the execution of the specified works, a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(10) The 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 Gas notice as soon as is reasonably practicable and a plan of those works and must comply with sub-paragraphs (6), (7) and (8) insofar as is reasonably practicable in the circumstances and comply with sub paragraph (11) at all times;

(11) At all times when carrying out any specified works the undertaker must comply with National Gas' policies for safe working in proximity to gas apparatus "Specification for safe working in the vicinity of National Grid, High pressure Gas pipelines and associated installation requirements for third parties T/SP/SSW22" and HSE's "HS(~G)47 Avoiding Danger from underground services".

(12) As soon as reasonably practicable after any ground subsidence event attributable to the authorised development the undertaker shall implement an appropriate ground mitigation scheme save that National Gas retains the right to carry out any further necessary protective works for the safeguarding of its apparatus and can recover any such costs in line with paragraph (10).

Expenses

10.—(1) Save where otherwise agreed in writing between National Gas and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to National Gas within 20 business days of receipt of an itemised VAT invoice or claim from National Gas all charges, costs and expenses reasonably and properly incurred by National Gas in, or in connection with, the inspection, removal, relaying or replacing, alteration or protection of any apparatus or the construction of any new or alternative apparatus which is required in consequence of the execution of any authorised works including without limitation—

(a) any costs reasonably incurred by or compensation properly paid by National Gas in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by National Gas as a consequence of National Gas;

  (i) using its own compulsory purchase powers to acquire any necessary rights under paragraph 7(3); or

  (ii) exercising any compulsory purchase powers in the Order transferred to or benefitting National Gas;

(b) in connection with the cost of the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;

(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 undertaker or, in default of agreement, is not determined by arbitration in accordance with paragraph 15 (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 Gas by virtue of sub-paragraph (1) will be reduced by the amount of that excess save to the extent that 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 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 Gas 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 Gas 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

11.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in direct consequence of the construction of any works authorised by or in direct consequence of the construction, use maintenance or failure of any of the authorised works by or on behalf of the undertaker or in consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such authorised works, including works carried out by the undertaker under this Part of this Schedule or any subsidence resulting directly 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 Gas, or there is any loss resulting directly from interruption in any service provided, or in the supply of any goods or energy, by National Gas, or National Gas becomes liable to pay any amount to any third party, the undertaker will—

(a) bear and pay on demand accompanied by an invoice or claim from National Gas the cost reasonably and properly incurred by National Gas in making good such damage or restoring the supply; and

(b) indemnify National Gas for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from National Gas, by reason or in consequence of any such damage or interruption or National Gas becoming liable to any third party and including Network Code Claims other than arising from any default of National Gas.

(2) For the avoidance of doubt, these indemnities shall not apply to penalties; or any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working) arising from any such damage or interruption, which is not reasonably foreseeable.

(3) The fact that any act or thing may have been done by National Gas on behalf of the undertaker or in accordance with a plan approved by National Gas or in accordance with any requirement of National Gas or under its supervision will not (unless sub-paragraph (3) applies), excuse the undertaker from liability under the provisions of this sub-paragraph (1) unless National Gas 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.

(4) Nothing in sub-paragraph (1) shall impose any liability on the undertaker in respect of-

(a) any damage or interruption to the extent that it is attributable to the neglect or default of National Gas, its officers, servants, contractors or agents;

(b) any authorised works and/or any other works authorised by this Part of this Schedule carried out by National Gas as an assignee, transferee or lessee of the undertaker with the benefit of the Order pursuant to section 156 of the Planning Act 2008 or article 7 (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-section 3(b) will be subject to the full terms of this Part of this Schedule including this paragraph 11; and/or

(c) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable;

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

(6) National Gas must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(7) National Gas must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within National Gas' reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of National Gas' control and if reasonably requested to do so by the undertaker National Gas must provide an explanation of how the claim has been minimised, where relevant.

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

(a) unless and until National Gas 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 Gas has confirmed the same to the undertaker in writing; and

(b) unless and until National Gas is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker has procured acceptable insurance (and provided evidence to National Gas 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 Gas has confirmed the same in writing to the undertaker.

(9) In the event that the undertaker fails to comply with 11(7) of this Part of this Schedule, nothing in this Part of this Schedule shall prevent National Gas from seeking injunctive relief (or any other equitable remedy) in any court of competent jurisdiction.

Enactments and agreements

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

Co-operation

13.—(1) Where in consequence of the proposed construction of any part of the authorised works, the undertaker or National Gas requires the removal of apparatus under paragraph 7(2) or National Gas makes requirements for the protection or alteration of apparatus under paragraph 9, the 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 works and taking into account the need to ensure the safe and efficient operation of National Gas' undertaking and National Gas shall use its best endeavours to co-operate with the undertaker for that purpose.

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

Access

14. Subject to paragraph 4, if in consequence of the agreement reached in accordance with paragraph 6(1) or the powers granted under this Order the access to any apparatus is materially obstructed, the undertaker must provide such alternative means of access to such apparatus as will enable National Gas to maintain or use the apparatus no less effectively than was possible before such obstruction.

Arbitration

15. Any difference or dispute arising between the undertaker and National Gas under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and National Gas, be determined by arbitration in accordance with article 62 (arbitration).

Notices

16. Notwithstanding article 61 (service of notices), any plans submitted to National Gas by the undertaker pursuant to paragraph 9 must be submitted to https://lsbud.co.uk/ or such other address as National Gas may from time to time appoint instead for that purpose and notify to the undertaker in writing.

PART 10

FOR THE PROTECTION OF SHERINGHAM SHOAL AND DUDGEON EXTENSIONS PROJCO LIMITED (FORMERLY NAMED SCIRA EXTENSION

LIMITED AND REFERRED TO AS SEL IN THE SHERINGHAM SHOAL AND DUDGEON EXTENSIONS OFFSHORE WIND FARM ORDER 2024)

1.—(1) The provisions of this Part apply for the protection of Sheringham Shoal and Dudgeon Extensions Projco Limited ("SSDEPL") unless otherwise agreed in writing between the undertaker and SSDEPL.

Interpretation

2. In this Part—

"acceptable credit provider" means a bank or financial institution with a credit rating that is not lower than:

(a) "A-" if the rating is assigned by Standard & Poor's Ratings Group; and

(b) "A3" if the rating is assigned by Moody's Investors Services Inc;

"acceptable insurance" means a policy of public liability/third party liability insurance effected and maintained by the Undertaker with insurance cover of not less than £50,000,000 (Fifty Million Pounds) per event for the construction period of the infrastructure for the Project with an internationally recognised insurer of repute operating in the London and worldwide insurance market, such policy shall include (but without limitation) 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;

"apparatus" means the cables, structures or other infrastructure in construction pursuant to the SSDE Order by, owned, occupied or maintained by SSDEPL or its successor in title within the SSDE Order land;

"commence" in this Part of this Schedule shall include any site clearance, demolition, ecological mitigation, early planting of landscaping works, below ground surveys, monitoring, groundwork operations including pre-construction monitoring and remedial work in respect of any contamination or other adverse ground conditions, the diversion and laying of services, the erection of any temporary means of enclosure, the erection of welfare facilities, creation of site accesses and the temporary display of site notices or advertisements, the receipt and erection of construction plant and equipment, engineering investigations and surveys; archaeological investigations and monitoring, utilities protection works (including fencing and protection slabs) or set-up works for construction compounds and temporary laydown areas;

"eastern route option" means the eastern alignment of overhead cable between pylons RG001 and RG007 which is described in the first row of table 2.1 of document 8.11 Approach to Scenarios (Clean) (Final Issue C) forming part of Work No. 2 as described in Schedule 1 (Authorised Development) of this order;

"overlap area" means any land within the Order Land that is also within the SSDE Order land;

"plans" includes sections, drawings, specifications, designs, design data, software, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of the SSDE Order land;

"Sheringham Shoal and Dudgeon Extensions Projco Limited" or "SSDEPL" is the company registered in England under company number and formerly named Scira Extension Limited and referred to as SEL in the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024;

"SSDE authorised project" means the authorised project as defined in the Sheringham Shoal and Dudgeon Offshore Wind Farm Order;

"The Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order" or "SSDE DCO" means The Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024 including any subsequent amendments or variations to it;

"SSDE's access" means the access rights to be granted by the undertaker to provide SSDEPL access to its substation;

"SSDE cable corridor" means that part of the SSDE Order land within which Work Nos. 12A, 12B or 12C as described in the SSDE DCO are to be, are being or have been constructed;

"SSDE Order land" means Order land as defined in the SSDE DCO; and

"specified works" means so much of any works or operations authorised by the Order (or authorised by any planning permission for the same or substantially the same works as the authorised development) as is—

(c) in, on, under, over or within 15 metres of any apparatus; or

(d) may in any way adversely affect any apparatus.

(2) For the avoidance of doubt, SSDEPL is the sole "undertaker" for the purposes of the Sheringham Shoal and Dudgeon Extensions Offshore Wind Farm Order 2024 following a transfer of powers from Sheringham Shoal and Dudgeon Extensions Holdco Limited (formerly named Dudgeon Extensions Limited) to SSDEPL on 30 May 2025.

3. The consent of SSDEPL under this Part is not required where the SSDE DCO has expired without the authorised development having been commenced pursuant to requirement 1 of Schedule 1 to the SSDE DCO.

4. Where conditions are included in any consent or approval granted by SSDEPL pursuant to this Part, the undertaker must comply with such conditions when implementing or relying on that consent, unless the conditions are varied in writing by SSDEPL.

Land rights

5. The undertaker must not under the powers of this Order acquire, extinguish or suspend any apparatus or rights that SSDEPL has in respect of any apparatus, cables or access routes without the consent of SSDEPL, which must not be unreasonably withheld or delayed but which may be made subject to reasonable conditions.

Specified Works

6.—(1) Not less than 40 business days before the commencement of any specified works the undertaker must submit to SSDEPL a plan of the works to be executed.

(2) The plan to be submitted to SSDEPL under sub-paragraph (1) must include a method statement which describes—

(a) the exact position of the works;

(b) a programme of the works, including any proposed start dates and the anticipated duration of the works;

(c) the level at which the specified works are proposed to be constructed or renewed;

(d) the manner of their construction or renewal;

(e) detailed drawings of the specified work;

(f) details of any protective works; and

(g) in relation to the undertaker's temporary haul road, any intended maintenance regime.

(3) Any specified works must be constructed in accordance with the plans approved in writing by SSDEPL.

(4) Any approval of SSDEPL sought under this paragraph may be made subject to such reasonable conditions as may be required for the protection or alteration of any apparatus or for securing access to any apparatus and may include reasonable amendments required by SSDEPL but must not be unreasonably withheld or delayed and if refused must be given with reasons for refusal.

(5) In relation to a work to which sub-paragraphs (1) and (2)(a) to (2)(f) apply, SSDEPL may require such modifications to be made to the plans as are reasonably necessary for the purpose of securing the apparatus against interference or risk of damage or for the provision of protective works or for the purpose of providing or securing proper and convenient means of access to any of the apparatus.

(6) Where SSDEPL require any protective works to be carried out either by themselves or by the undertaker (whether of a temporary or permanent nature) such protective works must be carried out to SSDEPL's reasonable satisfaction.

(7) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 40 business days before commencing the execution of any specified 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 plans.

(8) The undertaker must give to SSDEPL not less than 20 business days' written notice of its intention to commence the construction of the specified works and, not more than 10 business days after completion of their construction, must give SSDEPL written notice of the completion.

(9) The undertaker is not required to comply with sub-paragraph 6(1) in a case of emergency, but in that case it must give to SSDEPL notice as soon as is reasonably practicable and a plan, section and description of those works as soon as reasonably practicable subsequently and must comply with this paragraph 6 in so far as is reasonably practicable in the circumstances.

(10) The undertaker must subject to compliance with all applicable health and safety requirements at all reasonable times during construction of the specified works allow SSDEPL and its servants and agents access to the specified works and all reasonable facilities for inspection of the specified works.

Undertaker's covenants

7.—(1) Notwithstanding the provisions of paragraph 6, the undertaker must:

(a) not use its Order powers to construct the eastern route option as part of the authorised development;

(b) maintain SSDEPL's permanent access and temporary access (during the period in which it is in use as a temporary access) to its substation in accordance with its existing land rights;

(c) not plant over SSDEPL's permanent access or temporary access (during the period in which it is in use as a temporary access) to its substation as part of the undertaker's landscape and ecological management plan;

(d) not use its Orders powers to construct pylon RG006 or any associated working area for that pylon within that part of the SSDE cable corridor which is within the overlap area;

(e) not locate, construct nor operate attenuation ponds for the authorised development within the overlap area;

(f) not carry out tree planting within that part of the SSDE cable corridor which is within the overlap area;

(g) liaise with SSDEPL and agree the responsibility for and timing of the inclusion of ducting and drainage beneath the undertaker's haul roads to facilitate both parties' activities or works within the overlap area prior to the commencement of the undertaker's haul roads such that neither parties' activities or works within the overlap area will be rendered undeliverable or materially more expensive to deliver; and

(h) where it is agreed under sub-paragraph (g) that such ducting and drainage must be installed prior to construction of the undertaker's haul road to ensure such ducting and drainage is in place before that commencement, subject to SSDEPL having provided a specification for such ducting and drainage 60 business days' prior to the undertaker's proposed commencement date.

(2) SSDEPL shall use reasonable endeavours to cooperate with the undertaker regarding the provisions of paragraph 7(1).

Access

8. If in consequence of the exercise of the powers conferred by this Order access to any apparatus is materially obstructed the undertaker must provide such alternative means of access to such apparatus as will enable SSDEPL to maintain and operate the apparatus no less effectively than was possible before the obstruction.

Cooperation

9.—(1) The undertaker must, before carrying out any specified works request up-to-date written confirmation from SSDEPL of the location of any apparatus.

(2) The undertaker and SSDEPL must each act in good faith and use reasonable endeavours to co-operate with, and provide assistance to, each other as may be required to avoid the risk of conflict arising and to give effect to the provisions of this Part, including:

(a) meeting regularly from the making of this Order to discuss coordination;

(b) providing a point of contact for continuing liaison and coordination throughout the construction and operation of the authorised development and the SSDE authorised project;

(c) keeping the other party informed (respectively) of the programme of works for the authorised development and the SSDE authorised project; and

(d) provide the other party with written notice at least 60 business days prior to the commencement of activities within the overlap area.

Costs and Indemnity

10.—(1) Save where otherwise agreed in writing between SSDEPL and the undertaker and subject to the following provisions of this paragraph, the undertaker must pay to SSDEPL within 22 business days of the receipt of an itemised invoice or claim for the same all charges, costs and expenses reasonably anticipated to be incurred within the following three months and/or which have been reasonably and properly incurred by SSDEPL in connection with SSDEPL's compliance with this Part of this Schedule including but not limited to in relation to the review and approval of plans, inspection of any specified works or the alteration or protection of any apparatus.

(2) Subject to sub-paragraphs (2) to (7), if by reason or in direct consequence of the construction, use, operation, maintenance, or failure of any specified works or in direct consequence of any act or default of the undertaker (or any person employed or authorised by it) in the course of carrying out such activities, any damage is caused to any apparatus or there is any interruption in any service provided, or in the supply of any goods, by SSDEPL, or SSDEPL becomes liable to pay any amount to any third party, the undertaker must—

(a) bear and pay, on receipt of an itemised invoice or claim from SSDEPL, the cost reasonably and properly incurred by SSDEPL in making good such damage or restoring the service or supply; and

(b) indemnify SSDEPL for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from SSDEPL, by reason or in consequence of any such damage or interruption or SSDEPL becoming liable to any third party as aforesaid other than arising from any default of SSDEPL.

(3) Nothing in sub-paragraph (1) and (2) imposes any liability on the undertaker with respect to—

(a) any damage or interruption to the extent that it is attributable to the act, neglect or default of SSDEPL, its officers, servants, contractors or agents; or

(b) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.

(4) SSDEPL must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise shall be made, unless payment is required in connection with a statutory compensation scheme without first consulting the undertaker and considering its representations.

(5) SSDEPL must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(6) SSDEPL must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph 10 applies and if requested to do so by the undertaker, SSDEPL shall provide an explanation of how the claim has been minimised.

(7) The undertaker shall only be liable under this paragraph 10 for claims reasonably incurred by SSDEPL.

Insurance

11.—(1) The undertaker shall not commence any works or activities within the overlap area unless and until SSDEPL has confirmed in writing that it is satisfied, acting reasonably, that the undertaker has first provided evidence—

(a) of acceptable insurance; and

(b) that it shall maintain such acceptable insurance for the entire construction period of the works or activities within the overlap area from the proposed date of commencement of construction of that part of the authorised development.

(2) SSDEPL's confirmation under sub-paragraph (1) must not be unreasonably withheld or delayed.

(3) Where the undertaker's contractor has provided the acceptable insurance required under sub-paragraph (1), the undertaker shall remain responsible for ensuring that the acceptable insurance is in place and maintained as required under this paragraph.

Arbitration

12. Any dispute arising between the undertaker and SSDEPL under this Part must be determined by arbitration under article 62 (arbitration).

Requirements

13. Insofar as the construction of the authorised development gives rise to the need to modify any plan or scheme secured by a requirement contained in Schedule 2 to SSDE DCO, the undertaker will provide such assistance as is reasonably necessary to support SSDEPL in pursuing any such modification.

Notices

14. Notwithstanding article 61 (service of notices), each notice and all other information required to be sent to SSDEPL under the terms of this Part must be sent to SSDEPL at its registered office and marked for the attention of SSDE DCO Project Manager.

PART 11

FOR THE PROTECTION OF EXOLUM PIPELINE SYSTEM

Application

1. For the protection of Exolum the following provisions, unless otherwise agreed in writing at any time between the undertaker and Exolum, have effect.

Interpretation

2. In this Part of this Schedule, the following terms shall have the following meanings—

"Additional Rights" means rights for the construction and for access to and for the use, protection, inspection, maintenance, repair and renewal of retained Apparatus including any restrictions on the landowner and occupiers for the protection of the retained Apparatus and to allow Exolum to perform its functions.

"Alternative Apparatus" means alternative apparatus adequate to enable Exolum to fulfil its functions as a pipeline operator in a manner not less efficient than previously.

"Alternative Rights" means rights for the construction and for access to and for the use, protection, inspection, maintenance, repair and renewal of Alternative Apparatus including any restrictions on the landowner and occupiers for the protection of the Alternative Apparatus and to allow Exolum to perform its functions.

"Apparatus" means the pipeline and storage system and any ancillary apparatus owned and/or operated by Exolum and includes:

(a) any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus;

(b) any ancillary works, all protective wrappings, valves, sleeves and slabs, cathodic protection units, together with ancillary cables and markers;

(c) such legal interest, and benefit of property rights and covenants as are vested in in respect of these items;

and, where the context allows, includes Alternative Apparatus.

"Application" means the application to the Secretary of State for the Order made by the undertaker under the Planning Act 2008 on 29 August 2025.

"Authorised Development" has the same meaning as that given in Article 2 (interpretation) of the Order.

"Commence" has the same meaning as that given in paragraph 3 (interpretation) of Schedule 3 (requirements) of the Order (and commencing must be construed accordingly).

"Exolum" means Exolum Pipeline System Ltd and for the purpose of enforcing the benefit of any provisions in this Schedule, any group company of Exolum Pipeline System Ltd and in all cases any successor in title.

"functions" includes powers, duties and commercial undertaking.

"in" in a context referring to Apparatus in land includes a reference to Apparatus under, over or upon land.

"Order" means the order granting development consent, made by the Secretary of State and brought into force following the Application and the Planning Act 2008.

"parties" means the undertaker and Exolum and "party" shall be construed accordingly.

"Plan" includes all designs, drawings, sections, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary to allow Exolum to assess the relevant works to be executed properly and sufficiently and in particular must describe:

(d) the exact position of the works;

(e) the level at which the works are proposed to be constructed or renewed;

(f) the manner of the works' construction or renewal including details of excavation, positioning of plant etc.;

(g) the position of the affected Apparatus and/or Premises and any other apparatus belonging to another undertaker;

(h) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus;

(i) any intended maintenance regime;

(j) details of the proposed method of working and timing of execution of works; and

(k) details of vehicle access routes for construction and operational traffic.

"Premises" means land that Exolum owns, occupies or otherwise has rights to use including but not limited to storage facilities, administrative buildings and jetties.

"Protective Works" means works for the inspection and protection of Apparatus.

"Restricted Works" means any works that are near to, or will or may affect any Apparatus or Premises including:

(l) all works within 15 metres measured in any direction of any Apparatus including embankment works and those that involve a physical connection or attachment to any Apparatus,

(m) the crossing of Apparatus by other utilities,

(n) the use of explosives within 400 metres of any Apparatus or Premises,

(o) piling, undertaking of a 3D seismic survey or the sinking boreholes within 30 metres of any Apparatus or Premises,

(p) all works that impose a load directly upon the Apparatus, wherever situated

whether carried out by the undertaker or any third party in connection with the Authorised Development.

Acquisition of Apparatus

3. Regardless of any other provision in the Order or anything shown on the land plans or if the Order covers any Premises or interest in any land in which any Apparatus is placed or over which access to any Apparatus is enjoyed:

(1) the undertaker must not, otherwise than by agreement with Exolum, acquire any Apparatus, Exolum's rights in respect of Apparatus, any Premises or any of Exolum's interests in land;

(2) the undertaker must not, in acquiring its own new rights, override, extinguish or otherwise affect any of Exolum's rights without their consent;

(3) the undertaker must not, otherwise than in accordance with this Schedule:

(a) obstruct or render less convenient the access to any Apparatus or Premises;

(b) interfere with or affect Exolum's ability to carry out its functions as an oil pipeline operator;

(c) require that Apparatus is relocated or diverted; or

(d) remove or required to be removed any Apparatus;

(4) any right of Exolum to maintain, repair, renew, adjust, alter or inspect Apparatus shall not be extinguished until any necessary Alternative Apparatus has been constructed, it is in operation and the Alternative Rights have been granted, all to the reasonable satisfaction of Exolum; and

(5) any right of Exolum to access the Exolum operations shall not be extinguished until necessary alternative access has been provided to Exolum's reasonable satisfaction.

4. Prior to the carrying out of any Restricted Works or any works authorised by this Order that will affect the existing rights of Exolum, the parties shall use their reasonable endeavours to negotiate and enter into such deeds of consent (crossing consent) and (if necessary) variations to the existing rights upon such terms and conditions as may be agreed between Exolum and the undertaker both parties acting reasonably and which must be no less favourable on the whole to Exolum than this Schedule, and it will be the responsibility of the undertaker to use reasonable endeavours 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 works.

5. Where the undertaker acquires land which is subject to any existing rights and the provisions of paragraph 7 do not apply, the undertaker must:

(1) retain any notice of the existing rights on the title to the relevant land when registering the undertaker's title to such acquired land; and

(2) provide up to date official entry copies to Exolum within 20 business days of receipt of such up to date official entry copies.

6. Where the undertaker takes temporary possession of any land or carries out survey works on land in respect of which Exolum has an easement, right, asset, interest, Apparatus or Premises:

(1) where reasonably necessary, Exolum may exercise its rights to access such land:

(a) in an emergency, without notice but in all such instances Exolum will notify the undertaker as soon as reasonably possible and until service of such notice, entry will be at Exolum's own risk; and

(b) in non-emergency circumstances, having first given prior written notice to the undertaker in order to allow the parties to agree the timing of their respective works during the period of temporary possession; and

(2) the undertaker shall not remove or in any way alter Exolum's rights in such land, unless in accordance with the provisions of this Order.

Removal of Apparatus and Rights for Alternative Apparatus

7. If, having used all reasonable endeavours to implement the Authorised Development without the removal of any Apparatus:

(1) the undertaker reasonably requires the removal of any Apparatus; or

(2) Exolum reasonably requires the removal of any Apparatus;

then the relevant party must give written notice of that requirement to the other.

8. The parties shall use their reasonable endeavours to produce a plan of the work proposed and a plan 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 Exolum reasonably needs to move or remove any of its apparatus) the undertaker must afford to Exolum to its reasonable satisfaction (taking into account paragraph 18 below) the necessary Alternative Rights including but not limited to:

(a) for the construction of Alternative Apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Exolum in respect of the apparatus);

(b) subsequently for the maintenance of that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Exolum in respect of the apparatus); and

(c) to allow access to that apparatus (including appropriate working areas required to reasonably and safely undertake necessary works by Exolum in respect of the apparatus).

9. If the 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, Exolum may, on receipt of a written notice to that effect from the undertaker, take such steps as are reasonable in the circumstances in an endeavour to assist the undertaker in obtaining the necessary facilities and rights in the land in which the alternative apparatus is to be constructed save that this obligation will not extend to the requirement for Exolum to use its compulsory purchase powers to this end unless it (in its absolute discretion) elects to so do.

10. Any Alternative Apparatus is to be constructed in land owned by the undertaker or in land in respect of which Alternative Rights have been or are guaranteed to be granted to Exolum. The Alternative Apparatus shall be constructed in such manner and in such line or situation as may be agreed between Exolum and the undertaker or in default of agreement settled in accordance with article 62 (arbitration) of this Order.

11. After the details for the works for Alternative Apparatus to be provided or constructed have been agreed or settled in accordance with article 62 (arbitration) of this Order, and after the grant to Exolum of any such facilities and rights as are referred to in paragraph 8, Exolum must proceed as soon as reasonably practicable using reasonable endeavours to construct and bring into operation the Alternative Apparatus and subsequently to remove (or if agreed between the parties to allow the undertaker to remove) any redundant Apparatus required by the undertaker to be removed under the provisions of this Schedule.

12. The following paragraphs 16 and 17 shall only apply if:

(1) Exolum fails to comply with its obligations under paragraph 14 to remove any redundant Apparatus; and

(2) the undertaker has served notice on Exolum specifying the default; and

(3) Exolum has failed to remedy the default within 28 days.

13. In the circumstances set out in paragraph 15, if the undertaker then gives notice in writing to Exolum that it desires itself to remove the redundant Apparatus, that work, instead of being executed by Exolum, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of Exolum.

14. Nothing in paragraph 16 shall authorise 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 3000 millimetres of the Apparatus unless that Apparatus is redundant and disconnected from Exolum's remaining system.

Facilities and Rights for Alternative Apparatus

15. Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to or secures for Exolum facilities and rights in land for the access to, construction and maintenance of Alternative Apparatus and Alternative Rights, in substitution for Apparatus to be decommissioned or removed, those facilities and rights are to be granted upon such terms and conditions as may be agreed between the undertaker and Exolum both acting reasonably provided that it will not be unreasonable for Exolum to decline to agree terms and conditions that are less favourable on the whole than the facilities and rights enjoyed by Exolum in respect of the Apparatus to be decommissioned or removed or in default of agreement settled by arbitration in accordance with Article 62 (arbitration).

16. In settling those terms and conditions in respect of alternative apparatus the arbitrator must

(a) give effect to all reasonable requirements of the undertaker for ensuring the safety and efficient operation of the authorised development and for securing any subsequent alterations or adaptations of the Alternative Apparatus which may be required to prevent interference with any proposed works of the undertaker;

(b) give effect to all reasonable requirements of Exolum for ensuring the safety and efficient operation of all Apparatus; and

(c) so far as it may be reasonable and practicable to do so in the circumstances of the particular case, give effect to the terms and conditions, if any, applicable to the apparatus for which the alternative apparatus is to be substituted.

17. Alternative Rights must be granted before any Alternative Apparatus is brought into use.

18. Nothing in this Schedule or contained in the Alternative Rights shall require Exolum to divert or remove any Alternative Apparatus.

19. If the facilities and rights to be afforded by the undertaker in respect of any Alternative Apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to Exolum 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 arbitrator must make such provision

for the payment of compensation by the Undertaker to Exolum as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

Retained Apparatus and Alternative Apparatus: Protection

20. Before commencing the execution of any Restricted Works, the undertaker must submit to Exolum a Plan of the works to be executed and any other information that Exolum may reasonably require to allow Exolum to assess the works.

21. No Restricted Works are to be commenced until the Plan to be submitted to Exolum under paragraph 20 has been approved by Exolum in writing and are to be carried out only in accordance with the details submitted under paragraph 20 and in accordance with such reasonable requirements as may be notified to the undertaker in writing in accordance with paragraph 22 by Exolum.

22. Any approval by Exolum of the Plan of works submitted under paragraph 20 must not be unreasonably withheld or delayed provided that it shall not be unreasonable for Exolum to withhold or delay approval in the event that in Exolum's reasonable opinion the proposed Restricted Works may affect the safety or operation of any Apparatus or Premises or Exolum's access to it.

23. Exolum must communicate its approval or refusal of the plans within 56 days of the date of submission of the plan under paragraph 20 and any approval of the Plan of works may be given subject to such reasonable requirements as Exolum may require to be made for:

(1) the continuing safety and operational viability of any Apparatus and/or Premises; and

(2) the requirement for Exolum to have reasonable access with or without vehicles to inspect, repair, replace, maintain and ensure the continuing safety and operation or viability of any Apparatus and/or Premises providing such reasonable requirements shall be notified to the undertaker in writing.

24. Exolum shall be entitled to watch and inspect the execution of Restricted Works at any time.

25. Where reasonably required by either party, in view of the complexity of any proposed works, timescales, phasing or costs, the parties shall with due diligence and good faith negotiate a works agreement for the carrying out of Protective Works or the installation of Alternative Apparatus.

26. If in consequence of the works notified to Exolum by the undertaker under paragraph 20, the circumstances in paragraph 7 apply, then the parties shall follow the procedure in paragraph 7 onwards.

27. Nothing in paragraphs 20 to 26 precludes the undertaker from submitting prior to the commencement of works to protect retained Apparatus or to construct Alternative Apparatus (unless otherwise agreed in writing between the undertaker and Exolum) a new Plan, instead of the Plan previously submitted, in which case the parties shall re-run the procedure from paragraph 20 onwards.

28. Where Exolum reasonably requires Protective Works, the parties shall use their reasonable endeavours to produce a plan of the work proposed and a plan of the proposed position of any physical features to be provided or constructed.

29. The undertaker shall afford to Exolum the necessary facilities and rights for the construction of any Protective Works and subsequently the grant of Additional Rights or Alternative Rights (as necessary) in accordance with paragraphs 15 to 19.

30. Any Protective Works are to be constructed in land owned by the undertaker or in land in respect of which Additional Rights and/or Alternative Rights (as necessary) have been or are guaranteed to be granted to Exolum. The Protective Works shall be constructed in such manner and in such line or situation as may be agreed between Exolum and the undertaker or in default of agreement settled in accordance with article 62 (arbitration) of this Order.

31. After the details for the Protective Works to be provided or constructed have been agreed or settled in accordance with article 62 (arbitration) of this Order, and after the grant to Exolum of any such facilities and rights as are referred to in paragraph 8, Exolum must proceed as soon as reasonably practicable using reasonable endeavours to construct and bring into operation the Protective Works.

32. Where the undertaker needs to carry out emergency works on land in which Exolum has Apparatus or rights:

(1) It must give to Exolum notice before such works commence, or as soon as is reasonably practicable after the works have commenced where it is not reasonably practicable to provide notice prior to commencement;

(2) The parties will work together to co-ordinate their respective works and agree a plan of those works before such works commence, or as soon as is practicable after the works have commenced where it is not reasonably practicable to provide notice prior to commencement; and

(3) It must comply with the requirements imposed under paragraph 21 insofar as is reasonably practicable in the circumstances.

Cathodic protection testing

33. Where in the reasonable opinion of Exolum or the undertaker:

(1) the Authorised Development might interfere with the cathodic protection forming part of Apparatus; or

(2) any Apparatus might interfere with the proposed or existing cathodic protection forming part of the Authorised Development;

Exolum and the undertaker must co-operate in undertaking the tests which they consider reasonably necessary for ascertaining the nature and extent of such interference and measures for providing or preserving cathodic protection.

34. The Parties shall carry out the works and enter into such agreements as are necessary to implement the measures for providing or preserving cathodic protection.

Expenses

35. Subject to the following provisions of these paragraphs 35 to 37, the undertaker must pay to Exolum the reasonable and properly incurred costs and expenses (including reasonable staffing costs if work is carried out in-house) incurred by Exolum in, or in connection with:

(1) the negotiation of the provisions of this Schedule;

(2) undertaking its obligations under this Schedule including:

(a) the installation, inspection, removal, alteration, testing or protection of any Apparatus, Alternative Apparatus and/or Protective Works;

(b) the execution of any other works under this Schedule; and

(c) the review and assessment of Plans;

(3) the watching of and inspecting the execution of the Authorised Development, any Restricted Works and any works undertaken by third parties as a result of Authorised Development (including the assessment of Plans); and

(4) imposing reasonable requirements for the protection or alteration of Apparatus affected by the Authorised Development or works as a consequence of the Authorised Development in accordance with paragraph 22;

together with any administrative costs properly and reasonably incurred by Exolum.

36. There will be no deduction from any sum payable under paragraph 35 as a result of:

(1) the placing of apparatus of a better type, greater capacity or of greater dimensions, or at a greater depth than the existing Apparatus;

(2) the placing of apparatus in substitution of the existing Apparatus that may defer the time for renewal of the existing Apparatus in the ordinary course; or

(3) the scrap value (if any) of any Apparatus removed.

37. Upon the submission of proper and reasonable estimates of costs and expenses to be incurred by Exolum, the undertaker shall pay Exolum sufficiently in advance to enable Exolum to undertake its obligations under this Schedule in a manner that is neutral to its cash flow provided that in the event that the costs incurred by Exolum are less than the amount paid by the undertaker pursuant to this paragraph 37 then Exolum shall promptly repay any overpayment to the undertaker within 56 days of those costs actually being incurred by Exolum.

Damage to property and other losses

38. Subject to paragraphs 39 to 42, the undertaker shall:

(1) indemnify Exolum for all reasonably foreseeable loss, damage, liability, costs and expenses suffered or incurred by Exolum arising out of:

(a) the carrying out of works under this Schedule;

(b) the carrying out of the Authorised Development;

(c) the use or occupation of land over or in the vicinity of any Apparatus or in the vicinity of any Premises in connection with the carrying out of the Authorised Development;

(d) any injury or damage whatsoever to any property, real or personal, including the property of Exolum; and

(e) any matters arising out of or in connection with this Order;

(2) indemnify Exolum against any claim made against, or loss suffered by, Exolum as a result of any act or omission committed by the undertaker's officers, employees, contractors or agents whilst on or in the vicinity of any Apparatus or Premises;

(3) pay to Exolum on demand the cost reasonably incurred by Exolum in making good any damage to the Apparatus (other than Apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) arising out of the carrying out of works under this Schedule and arising out of the carrying out of the Authorised Development; and

(4) pay to Exolum the cost reasonably incurred by Exolum in stopping, suspending and restoring the supply though its Apparatus in consequence of the carrying out of works under this Schedule or the carrying out of the Authorised Development;

and make reasonable compensation to Exolum for any other expenses, losses, damages, penalty or costs incurred by Exolum by reason or in consequence of any such damage or interruption including all claims by third parties.

39. The fact that any act or thing may have been done by Exolum on behalf of the undertaker or in accordance with a Plan approved by Exolum or in accordance with any requirement of Exolum or under its supervision shall not, (in the absence of negligence on the part of Exolum, its officers, contractors or agents) subject to paragraph 40, excuse the undertaker from liability under the provisions of paragraph 38.

40. The undertaker and Exolum shall at all times take reasonable steps to prevent and mitigate any loss, damage, liability, claim, cost or expense (whether indemnified or not) which either suffers in connection with this Schedule.

41. The undertaker warrants that:

(1) the information it or any of its employees, agents or contractors provide to Exolum about the Plans or the Authorised Development and on which Exolum relies in the design of and carrying out of any works is accurate; and

(2) the undertaker or any of its employees, agents or contractors have exercised all the reasonable skill, are and diligence to be expected of a qualified and experienced member of their respective profession.

42. Exolum shall give to the undertaker notice as soon as reasonably possible of any claim or demand to which paragraph 38 applies and no settlement or compromise may be made without the agreement of the undertaker, such agreement not to be unreasonably withheld or delayed.

Insurance

43. The undertaker must not Commence the Authorised Development or any intrusive environmental (including archaeological) surveys and investigation or intrusive site or soil surveys on any land in respect of which Exolum has an easement, right, operations, assets or other interests or carry out any Restricted Works unless and until Exolum has confirmed to the undertaker in writing that it is satisfied acting reasonably (but subject to all necessary regulatory constraints) that the undertaker (or its contractor) has procured acceptable professional indemnity insurance and public liability insurance with minimum cover of £25 million per event, with respect to the carrying out of the works.

44. The undertaker shall maintain such insurance for the construction period of the Restricted Works, being from the proposed date of Commencement of the Authorised Development to the completion of any Restricted Works or Protective Works, whichever is later.

Co-operation and reasonableness

45. Where Apparatus is required to be protected, altered, diverted or removed under this Schedule, both parties must use reasonable endeavours to co-ordinate the execution of any works under this Schedule:

(1) in the interests of safety;

(2) in the interest of the efficient and economic execution of both Exolum's works and the Authorised Development; and

(3) taking into account the need to ensure the safe and efficient operation of Apparatus and carrying out of Exolum's functions.

46. The undertaker and Exolum shall act reasonably in respect of any given term of this Schedule and, in particular, (without prejudice to generality) where any approval, consent or expression of satisfaction is required by this Schedule it shall not be unreasonably withheld or delayed.

Emergency circumstances

47. The undertaker acknowledges that Exolum provides services to His Majesty's Government, using the Apparatus, which may affect any works to be carried under this Schedule and the Authorised Development.

48. In the following circumstances, Exolum may on written notice to the undertaker immediately suspend all works that necessitate the stopping or suspending of the supply of product through any Apparatus under this Schedule and Exolum shall not be in breach of its obligations under this Schedule:

(1) circumstances in which, in the determination of the Government, there subsists a material threat to national security, or a threat or state of hostility or war or other crisis or national emergency (whether or not involving hostility or war); or

(2) circumstances in which a request has been received, and a decision to act upon such request has been taken, by the Government for assistance in relation to the occurrence or anticipated occurrence of a major accident, crisis or natural disaster; or

(3) circumstances in which a request has been received from or on behalf of NATO, the EU, the UN, the International Energy Agency (or any successor agency thereof) or the government of any other state for support or assistance pursuant to the United Kingdom's international obligations and a decision to act upon such request has been taken by the Government; or

(4) any circumstances identified as such by the COBRA committee of the Government (or any successor committee thereof); or

(5) any situation in connection with which the Government requires fuel capacity, including where the United Kingdom is engaged in any planned or unplanned military operations within the United Kingdom or overseas.

49. The parties agree to act in good faith and in all reasonableness to agree any revisions to any schedule, programme or costs estimate (which shall include costs of demobilising and remobilising any workforce, and any costs to protect the Apparatus "mid-works") to account for the suspension.

50. Exolum shall not be liable for any costs, expenses, losses or liabilities the undertaker incurs as a result of the suspension of any activities under paragraphs 48 to 50 or delays caused by it.

Escalation of differences

51. The undertaker and Exolum shall use their reasonable endeavours to secure the amicable resolution of any dispute or difference arising between them out of or in connection with this Schedule in accordance with the following provisions.

52. The undertaker and Exolum shall each nominate a representative who shall meet to try to resolve the matter. If the matter is not resolved at that level within ten business days of either the undertaker or Exolum requesting such a meeting (or such longer period as may be agreed between the undertaker and Exolum) the matter may at the request of either the undertaker or Exolum be referred for discussion at a meeting to be attended by a senior executive from each party.

53. If the meeting between senior executives fails to result in a settlement within 20 business days of the date of the request for such a meeting (or if it is not possible to convene a meeting within this period) then either the undertaker or Exolum may refer the matter to arbitration under article 61 of the Order.

PART 12

FOR THE PROTECTION OF AFFINITY WATER LIMITED

Application

1. The following provisions have effect for the protection of Affinity Water, unless otherwise agreed in writing between the undertaker and Affinity Water.

Interpretation

2. In this Part of this Schedule—

"Affinity Water" means Affinity Water Limited (Company Registration No. 02546950) whose registered office address is at Tamblin Way, Hatfield, Hertfordshire. AL10 9EZ or any wholly-owned subsidiary (as defined in section 1159 of the Companies Act 2006;

"alternative apparatus" means alternative apparatus adequate to enable Affinity Water to fulfil its statutory functions in a manner no less efficient than previously including any reasonably necessary protective works;

"Affinity Water's apparatus" means:

(a) mains, pipes, connections, reservoirs, or any other apparatus belonging to or maintained by Affinity Water for the purposes of water supply; and

(b) mains, pipes, connections or any other apparatus that is the subject of an agreement to adopt by Affinity Water made under section 51A (agreements to adopt water main or service pipe at future date) of the Water Industry Act 1991;

"authorised works" means "authorised development" and "ancillary works" as both are defined in article 2 of the Order together with the use and maintenance of such authorised development or ancillary works, which for the avoidance of doubt includes the construction, use and maintenance of any works pursuant to this Schedule;

"commence" and "commencement" includes the first carrying out of any below ground surveys, monitoring, work operations, remedial work in respect of any contamination or other adverse ground condition, the receipt and erection of construction plant and equipment, intrusive investigations for the purpose of assessing ground conditions, and the first implementation of environmental mitigation, including planting;

"functions" includes powers and duties;

"in", in a context referring to Affinity Water's apparatus or alternative apparatus in land, includes a reference to Affinity Water's apparatus or alternative apparatus under, over or upon land;

"plan" includes all descriptions, designs, sections, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe the works to be executed;

"protective works" means the underpinning, strengthening and any other reasonable works the purpose of which is to prevent damage that may be caused to Affinity Water's apparatus by the carrying out, maintenance, construction or use of the authorised works;

"restricted specified works" means—

(a) the placing, installation, bedding, packing, removal, connection or disconnection of any of Affinity Water's apparatus;

(b) the execution of any excavation and filling within 600 millimetres of any of Affinity Water's apparatus that is to be retained in situ (where that apparatus is laid in a trench); or

(c) any works in relation to any water mains.

"specified works", unless otherwise agreed in writing with Affinity Water (acting reasonably), means any authorised works under the Order (including any works of maintenance) and that—

(a) may in any way adversely affect Affinity Water's apparatus;

(b) are within the following distances of Affinity Water's apparatus measured from the outer surface of such apparatus, the removal of which has not been required by the undertaker under paragraph 6 or otherwise—

(i) where the apparatus is a pipe, 2 metres where the diameter of the pipe is less than 150 millimetres;

(ii) where the apparatus is a pipe, 3 metres where the diameter of the pipe is between 150 and 450 millimetres;

(iii) where the apparatus is a pipe, 4 metres where the diameter of the pipe exceeds 450 millimetres; and

(iv) 4 metres of any other apparatus,

outside the distances referred to in sub-paragraph (b) will or may have electromagnetic or high voltage effects on any of Affinity Water's apparatus, the removal of which has not been required by the undertaker under paragraph 6 or otherwise;

"water main" has the meaning given in the Water Industry Act 1991;

Apparatus in stopped up streets

3.—(1) Where any street is stopped up under article 15 (permanent stopping up of streets and public rights of way), where Affinity Water has apparatus in the street or accessed by virtue of that street, it has the same powers and rights in respect of that apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to Affinity Water legal easements reasonably satisfactory to Affinity Water in respect of such apparatus and access to it, but nothing in this paragraph affects any right of the undertaker or of Affinity Water to require the removal of that apparatus under paragraph 6 or the power of the undertaker to carry out works under paragraph 8.

(2) Regardless of the temporary stopping up or diversion of any highway under the powers conferred by article 16 (temporary closure of streets and public rights of way), Affinity Water is at liberty at all times to take all necessary access across any such stopped up highway and 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 of Affinity Water's apparatus which at the time of the stopping up or diversion was in that highway subject to provision of reasonable prior notice to the undertaker (except in the case of emergency) and compliance at all times with the undertaker's reasonable site safety rules and health and safety law.

Protective works to buildings

4. The undertaker, in the case of the exercise of powers conferred by article 21 (protective works), must exercise those powers so as not to obstruct or render less convenient the access (including access required for maintenance) to, or maintenance of, any of Affinity Water's apparatus unless otherwise agreed in writing with Affinity Water, such agreement not to be unreasonably withheld or delayed.

Acquisition of land

5. 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 undertaker must not acquire, appropriate, extinguish or interfere with any apparatus, easement or interest in land held by Affinity Water or in which Affinity Water or Affinity Water's apparatus has the benefit otherwise than by agreement with Affinity Water. Such agreement may be subject to conditions Affinity Water may reasonably require but must not to be unreasonably withheld or delayed.

Removal of apparatus

6.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in or possesses temporarily any land in which any of Affinity Water's apparatus is placed or over which any access to any of Affinity Water's apparatus is enjoyed and requires that Affinity Water's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of Affinity Water to maintain that apparatus in that land and to gain access to it must not be extinguished, until:

(a) alternative apparatus has been constructed and is in operation and access to it has been granted to the reasonable satisfaction of Affinity Water in accordance with sub-paragraphs (2) to (8); and

(b) facilities and rights have been secured for that alternative apparatus in accordance with paragraph 7.

(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 of Affinity Water's apparatus placed in that land, the undertaker must give to Affinity Water 40 business days' 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 Affinity Water reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to Affinity Water, in so far as the undertaker has the ability to reasonably grant or transfer them, the necessary facilities and rights and consents, and the benefit of any statutory permits granted to the undertaker in respect of the apparatus in question (whether under the Environmental Permitting Regulations 2010 or other legislation), for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus. Such rights and consents will include reasonable provisions in respect of the necessary consent by the undertaker that might otherwise be required from the undertaker under Schedule 13 to the Water Industry Act 1991 in respect of any interference to the undertaker's authorised works or property resulting from the carrying out of any works or the exercise of any other powers by Affinity Water in respect of the alternative apparatus.

(3) If alternative apparatus, or any part of such apparatus including protective works, is to be constructed elsewhere than in other land of or secured by the undertaker, or the 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, or the benefit of any statutory permits granted to the undertaker, Affinity Water will, 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 and consents in the land in which the alternative apparatus is to be constructed, and any required statutory permits. Affinity Water will have an absolute discretion whether or not to use or seek any powers of compulsory acquisition that may be available to Affinity Water for the purposes of this sub-paragraph.

(4) Any alternative apparatus to be constructed in land of or secured by the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Affinity Water and the undertaker or in default of agreement settled by arbitration in accordance with article 62 (arbitration).

(5) Affinity Water must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 62 (arbitration), and after the grant to Affinity Water of any such facilities and rights and consents or statutory permits as are referred to in sub-paragraphs (2) or (3), proceed without unnecessary delay to construct and bring into operation the alternative apparatus and subsequently to remove any of Affinity Water's apparatus required by the undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if the undertaker gives notice in writing to Affinity Water that it desires itself to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker or to the extent that Affinity Water fails to proceed with that work in accordance with sub-paragraph (5) or the undertaker and Affinity Water otherwise agree, that work, instead of being executed by Affinity Water, must be

executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of Affinity Water.

(7) If Affinity Water fails either reasonably to approve, or to provide reasons for its failure to approve along with an indication of what would be required to make acceptable, any proposed details relating to required removal works under sub-paragraph (2) within 40 business days of receiving a notice of the required works from the undertaker, then such details are deemed to have been approved. For the avoidance of doubt, any such "deemed consent" does not extend to the actual undertaking of the removal works, which shall remain the sole responsibility of Affinity Water or its contractors.

(8) Whenever alternative apparatus is to be or is being substituted for Affinity Water's existing apparatus, the undertaker must, before taking or requiring any further step in such substitution works, use all reasonable endeavours to comply with Affinity Water's reasonable requests for a reasonable period of time to enable Affinity Water to:

(a) make network contingency arrangements; or

(b) bring such matters as it may consider reasonably necessary to the attention of end users of the utility in question.

Facilities and rights for alternative apparatus

7.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to Affinity Water facilities and rights for the construction, use, protection and maintenance in land of the undertaker of alternative apparatus in substitution for Affinity Water's apparatus to be removed, those facilities and rights must be granted upon such terms and conditions as may be agreed between the undertaker and Affinity Water or in default of agreement settled by arbitration in accordance with article 62 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to Affinity Water than the facilities and rights enjoyed by it in respect of Affinity Water's apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator must make such provision for the payment of compensation by the undertaker to Affinity Water as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

(3) Such facilities and rights as are set out in this paragraph are deemed to include any statutory permits granted to the undertaker in respect of the apparatus in question, whether under the Environmental Permitting Regulations 2010 or other legislation.

Specified Works

8.—(1) Not less than 40 business days before commencement of any specified works, the undertaker must submit to Affinity Water a plan of the works to be executed.

(2) The plan must provide details of—

(a) The exact position, including level, of the specified works and of all of Affinity Water's apparatus;

(b) a method statement describing the manner of their construction or renewal including details of excavation and positioning of plant;

(c) detailed drawings showing every alteration proposed to be made to or close to any such apparatus;

(d) all expected physical impacts (including but not limited to electromagnetic or high voltage effects) that the construction, maintenance or operation of the specified works may have on any of Affinity Water's apparatus, the removal of which has not been required by the undertaker under paragraph (6) or otherwise; and

(e) any intended maintenance regimes.

(3) The undertaker must not commence any specified works until the plan has been approved by Affinity Water.

(4) Affinity Water may require that the plan be resubmitted as a revised plan—

(a) With any additional detail that Affinity Water reasonably requires to properly understand the impact of the specified works; or

(b) To incorporate such reasonable conditions or modifications as may be reasonably necessary for the purpose of securing Affinity Water's apparatus against interference or risk of damage or for the provision of protective works or for the purpose of providing or securing reasonable means of access to Affinity Water's apparatus,

provided that the undertaker is notified of such requirement within 20 business days of Affinity Water's receipt of the plan.

(5) The approval of Affinity Water given under sub-paragraph (3)—

(a) may be given subject to such reasonable conditions or with such reasonable modifications as may be reasonably necessary in accordance with sub-paragraph (4)(b); and

(b) must not be unreasonably withheld or delayed.

(6) Where Affinity Water fails to advise the undertaker as to whether a plan of specified works is approved or requires reasonably necessary conditions or modifications, that plan will be deemed to have been approved under sub-paragraph (3)—

(a) 20 business days after Affinity Water received a plan submitted under sub-paragraph (1); or

(b) 10 business days after Affinity Water received a revised plan submitted under sub-paragraph (4).

(7) Affinity Water may as part of giving its approval under sub-paragraph (3) require that any part of specified works comprising restricted specified works is carried out by Affinity Water, not the undertaker, and in which case Affinity Water must proceed with such part of the specified works in accordance with a programme that has been agreed and approved by both parties or settled by arbitration in accordance with article 62 (arbitration).

(8) Where Affinity Water require that it carry out restricted specified works under sub-paragraph (7) the undertaker may require a meeting to be held between the chief engineers of the undertaker and Affinity Water to agree the plan and programme or, if the plan and programme is not agreed and approved within 20 business days the dispute may be settled by arbitration in accordance with article 62 (arbitration) upon request by either party.

(9) Those specified works and restricted specified works must be executed only in accordance with—

(a) the plan submitted under sub-paragraph (1) or agreed under sub-paragraph (7), as approved or as amended from time to time by agreement between the undertaker and Affinity Water or as otherwise settled by arbitration; and

(b) in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (4)(b),

and Affinity Water is entitled to supervise and inspect the execution of those works where reasonably practicable to do so and subject to compliance at all times with the undertaker's reasonable site safety rules and all applicable health and safety laws and regulations provided that reasonable notice of such supervision or inspection is given appropriately in advance to the undertaker.

(10) Where Affinity Water requires (acting reasonably) any protective works to be carried out by itself or by the undertaker to ensure the safety of Affinity Water's apparatus (whether of a temporary or permanent nature), Affinity Water must specify what these protective works are, inclusive of any measures or schemes required and approved as part of the plan approved pursuant to this paragraph. The protective works must be carried out to Affinity Water's reasonable satisfaction prior to the commencement of any specified works for which protective works are required and Affinity Water must give notice of its requirement (in writing) for such works within

20 business days of the date of submission of a plan pursuant to this paragraph and in that written notice Affinity Water must specify what the protective works are and how these ensure the safety of Affinity Water's apparatus (Affinity Water acting reasonably).

(11) If Affinity Water in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires the carrying out of any protective works or the removal of any of Affinity Water's apparatus and Affinity Water gives written notice to the undertaker of that requirement, paragraphs 1 to 3 and 6 to 8 apply as if the protective works or removal of the apparatus had been required by the undertaker under paragraph 6(2).

(12) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 20 business days before commencing the execution of any works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan, except that (unless otherwise agreed with Affinity Water acting reasonably):

(a) where the new plan is materially different from the plan previously submitted, this new plan shall be submitted at least 40 business days before commencing the execution of any works; and

(b) where the new plan is not materially different from the plan previously submitted, this new plan shall be submitted at least 20 business days before commencing the execution of any works.

(13) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case must give to Affinity Water notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (3) in so far as is reasonably practicable in the circumstances, using its reasonable endeavours to keep the impact of those emergency works on Affinity Water's apparatus, on the operation of its water and sewerage network and on end-users of the services Affinity Water provides to a minimum.

(14) In this paragraph, "emergency works" means works which, at the time when they are executed are required in order to put an end to, or to prevent the occurrence of, existing or imminent circumstances (or which the person responsible for the works believes on reasonable grounds to be existing or imminent) which are likely to cause danger to persons or property.

(15) Nothing in sub-paragraph (13) authorises the undertaker to carry out restricted specified works and should any such works need to be undertaken they will be undertaken by Affinity Water, not the undertaker and in which case Affinity Water must agree a programme of works with the undertaker and proceed with such part of the specified works in accordance with that programme as a matter of urgency.

(16) As soon as reasonably practicable after any ground subsidence event attributable to the authorised works the undertaker shall implement an appropriate ground mitigation scheme save that Affinity Water retains the right to carry out any further necessary protective works for the safeguarding of Affinity Water's apparatus and can recover any such costs in line with paragraph 9 (expenses and costs) provided that Affinity Water provide notice of those protective works which specifies what the protective works are and how these ensure the safety of its apparatus.

(17) For the purposes of sub-paragraph (1) and without prejudice to the generality of the principles set out in that sub-paragraph, works are deemed to be in land near Affinity Water's apparatus (where it is a pipe) if those works fall within the following distances measured from the medial line of such apparatus:

(a) 2 metres where the diameter of the pipe is less than 150 millimetres;

(b) 3 metres where the diameter of the pipe is between 150 and 450 millimetres;

(c) 4 metres where the diameter of the pipe exceeds 450 millimetres; and

(d) 4m for any other apparatus.

Expenses and costs

9.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to Affinity Water within 25 business days of receipt of an itemised invoice or claim from Affinity Water all charges, costs and expenses reasonably anticipated within the following three months or reasonably and properly incurred by Affinity Water, but excluding any consequential loss or indirect loss, in, or in connection with:

(a) The supervision, inspection, removal, relaying, replacing, alteration or protection of any of Affinity Water's apparatus or the supervision, inspection, adoption and construction of any new apparatus or alternative apparatus which may be required in consequence of the execution of any such works; and

(b) the consideration and approval of any plan as required by this Part of this Schedule.

(2) The costs as referred to in sub-paragraphs (1)(a) and (1)(b) are to include but not be limited to—

(a) any costs reasonably incurred by or compensation properly paid by Affinity Water in connection with the acquisition of rights or the exercise of statutory powers for such apparatus including without limitation all costs incurred by Affinity Water as a consequence of Affinity Water;

(i) using its own compulsory purchase powers to acquire any necessary rights under this Part of this Schedule; or

(ii) exercising any compulsory purchase powers in the Order transferred to or benefitting Affinity Water;

(b) any costs reasonably incurred in connection with the carrying out of any diversion work or the provision of any alternative apparatus, where no written diversion agreement is otherwise in place;

(c) the cutting off of any of Affinity Water's apparatus from any other of Affinity Water's apparatus or the making safe of redundant apparatus;

(d) the approval of plans;

(e) the carrying out of protective works;

(f) any costs reasonably necessary in consequence of the execution of any such works as are referred to in this Part of this Schedule; and

(g) any costs incurred as a result of any penalties or fines imposed on Affinity Water by any regulator directly resulting from the execution of or failure to execute any works or actions which are required in accordance with this Part of this Schedule, save to the extent that the penalties or fines could reasonably have been avoided by Affinity Water acting lawfully and in accordance with the applicable regulatory requirements (while still complying with its obligations under this Part of this Schedule).

(3) There must 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 any new or alternative apparatus that value being calculated after removal by the undertaker (who will provide reasonable evidence of such value).

(4) 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 undertaker or, in default of agreement, is not determined by arbitration in accordance with article 62 (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 Affinity Water by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

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

(a) an extension of apparatus to a length greater than the length of existing apparatus is not to 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 is to be treated as if it also had been agreed or had been so determined.

(6) An amount which, apart from this sub-paragraph, would be payable to Affinity Water in respect of works by virtue of sub-paragraph (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 Affinity Water 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, the amount being calculated by Affinity Water (who will provide reasonable evidence of such amount) and agreed between the undertaker and Affinity Water or settled by arbitration in accordance with article 62 (arbitration).

(7) In relation to any anticipated costs to be payable by the undertaker to Affinity Water pursuant to sub-paragraph (1) Affinity Water must provide the undertaker along with the relevant invoice or claim a schedule showing its estimate 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 pursuant to this paragraph.

(8) Affinity Water must give the undertaker a final account of the anticipated costs claimed in relation to which a schedule has been provided within 4 months of that claim being made and within 25 business days of the issue of the final account (unless otherwise agreed)—

(a) if the final account shows a further sum as due to Affinity Water the undertaker must pay to Affinity Water the sum shown due to it; and

(b) if the account shows that the payment or payments previously made by the undertaker have exceeded the costs incurred by Affinity Water, Affinity Water must refund the difference to the undertaker.

(9) Where the undertaker does not agree that any claim for costs made by Affinity Water under this paragraph is reasonable, the undertaker must notify Affinity Water of that within 10 business days of receiving the claim. The undertaker and Affinity Water will escalate the matter internally and will each nominate a senior officer to attend a discussion on the dispute. Where the parties fail to reach agreement following such discussion, any difference or dispute over the claim shall be determined by expert determination in accordance with paragraph 14.

10.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction, operation or maintenance of any such works referred to in paragraphs 4 or 6(2), or by reason of any subsidence resulting from such development or works, any damage is caused to any of Affinity Water's 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 those works) or property of Affinity Water, or there is any interruption in any service provided, or in the supply of any goods, by Affinity Water, or Affinity Water becomes liable to pay any amount to any third party incurred in accordance with the provisions of this paragraph, the undertaker must—

(a) bear and pay the cost reasonably incurred by Affinity Water, and accompanied with an appropriate invoice, in making good such damage or restoring the supply; and

(b) indemnify Affinity Water against all liabilities, claims, demands, losses (excluding any loss of profit), damages, proceedings, penalties, fines, charges, or costs which may be made or taken against or recovered from or incurred by Affinity Water,

by reason or in consequence of any such damage or interruption.

(2) Affinity Water must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, penalties and costs to which the provisions of sub-paragraph (1) applies. If requested to do so by the undertaker, Affinity Water will provide an explanation of how any claim has been minimised. The undertaker will not be liable for claims unreasonably incurred by Affinity Water.

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

(4) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the unlawful or unreasonable act, neglect or default of Affinity Water, its officers, servants, contractors or agents.

(5) Affinity Water must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made, without the consent of the undertaker (such consent not to be unreasonably withheld or delayed) who, if withholding such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

Cooperation

11. Where in consequence of the proposed construction of any of the authorised development, the undertaker or Affinity Water requires the removal of apparatus under paragraph 6(2) or Affinity Water makes requirements for the protection or alteration of apparatus under paragraph 8, the undertaker must use reasonable 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 Affinity Water's undertaking, using existing processes where requested by Affinity Water, provided it is appropriate to do so, and Affinity Water must use all reasonable endeavours to co-operate with the undertaker for that purpose.

12. Where the undertaker identifies any apparatus which may belong to or be maintainable by Affinity Water but which does not appear on any statutory map kept for the purpose by Affinity Water, it shall inform Affinity Water of the existence and location of the apparatus as soon as reasonably practicable.

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

14. The undertaker and Affinity Water may by written agreement substitute any period of time for those periods set out in this Part of this Schedule.

PART 13

FOR THE PROTECTION OF NORTHUMBRIAN WATER AND SUFFOLK AND ESSEX WATER LIMITED

Application

1. The following provisions have effect for the protection of Northumbrian Water Limited, unless otherwise agreed in writing between the undertaker and Northumbrian Water Limited.

Interpretation

2. In this Part of this Schedule:

"alternative apparatus" means alternative apparatus adequate to enable NWL to fulfil its statutory functions in a manner that is no less efficient a manner than previously afforded to NWL and in all respects reasonably convenient to NWL including any reasonably necessary protective works;

"apparatus" means the following items belonging to or maintained by NWL within the Order limits:

(a) in the case of NWL's water undertaking:

(i) mains, pipes, wells, boreholes, tanks, service reservoirs, pumping stations or other apparatus, structure, tunnel, shaft or treatment works or "accessories" (as defined in section 219(1) of the Water Industry Act 1991) belonging to or maintained or used by NWL for the purposes of water supply; and

(ii) any water mains or service pipes which are the subject of a notice of intention to adopt under section 51A of the Water Industry Act 1991; and

(b) in the case of NWL's sewerage undertaking:

(i) any sewer, drain or disposal works vested in NWL under the Water Industry Act 1991; and

(ii) any sewer, drain or disposal works which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104 of that Act, and includes a sludge main, "disposal main" (within the meaning of section 219 of that Act) or sewer outfall and any manholes, ventilating shafts, pumps or other accessories (as defined in section 219(1) of the Water Industry Act 1991) forming part of any such sewer, drain or works, and any structure in which 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;

"Material Difference" the placing of alternative apparatus of a type or capacity or of those dimensions or at a depth which is other than that agreed pursuant to paragraph 6(2) or as determined by arbitration in accordance with article 62 (arbitration) to be necessary, save where the placing of such apparatus in such manner and form and in such location is in accordance with those details reasonably given rise to by conditions on site provided that (save in the case of emergencies) NWL has notified the undertaker of those conditions as soon as reasonably practicable and the undertaker has agreed (such agreement not to be unreasonably withheld or delayed) to the placing of such apparatus in such manner and form and "Materially Different" shall be construed accordingly;

"NWL" means Northumbrian Water Limited, company number 02366703, whose registered office is at Northumbria House, Abbey Road, Pity Me, Durham, DH1 5FJ;

"plan" includes sections, drawings, specifications and method statements;

"the standard protection strips" means strips of land falling within the following distances to either side of the medial line of any relevant pipe or apparatus:

(a) 2.25 metres where the diameter of the pipe is less than 150 millimetres;

(b) 3 metres where the diameter of the pipe is between 150 and 450 millimetres;

(c) 4.5 metres where the diameter of the pipe is between 450 and 750 millimetres;

(d) 6 metres where the diameter of the pipe exceeds 750 millimetres; and

(e) 6.5 metres where it is a sewer; and

"undertaker" means National Grid Electricity Transmission PLC.

Compulsory acquisition

3.—(1) The undertaker must not without express written agreement of NWL exercise any power conferred by article 24 (compulsory acquisition of land) or article 25 (compulsory acquisition of rights) to acquire any of NWL's interests (such agreement not to be unreasonably withheld or delayed).

(2) In the situation, where in exercise of the powers conferred by the Order, the undertaker acquires any interest in any land in which any apparatus is placed and such apparatus is to be relocated, extended, removed or altered in any way, no alteration or extension shall take place until NWL has established to its reasonable satisfaction, without unnecessary delay, contingency arrangements in order to conduct its functions for the duration of the works to relocate, extend, remove or alter the apparatus.

(3) Regardless of any provision in this Order or anything shown on any plan, the undertaker must not acquire any apparatus otherwise than by agreement (such agreement not to be unreasonably withheld or delayed), and before extinguishing any existing rights for NWL to use, keep, inspect, renew and maintain its apparatus in the Order land, the undertaker must, with the agreement of NWL, create a new right for NWL to use, keep, inspect, renew and maintain the apparatus in a manner that is no less efficient than has previously been afforded to NWL, and which in all respects is reasonably convenient for NWL, such agreement not to be unreasonably withheld or delayed.

(4) Regardless of any provision of this Order or anything shown on any plan, the undertaker will not seek to acquire or take temporary possession of the Little Waltham Pumping Station land at plot F-3/96 and will ensure that access to the Little Waltham Pumping Station is maintained at all times over the adjoining Plots F-3/91 and F-3/93 for NWL's benefit.

Protection Strips

4.—(1) The undertaker must not within the standard protection strips interfere with or build over or under any apparatus within the Order limits or 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 the standard protection strips unless otherwise agreed in writing with NWL, such agreement not to be unreasonably withheld or delayed and being subject to paragraph 4(2) below, and this provision must be brought to the attention of any contractor responsible for carrying out any part of the authorised development on behalf of the undertaker.

(2) Where written agreement to undertake works within the standard protection strips is sought under this paragraph 4 NWL may request such further information as is reasonably necessary to understand the impact of the works proposed and provide approval under paragraph 3(1) provided that:

(a) Any request for further information is made within 15 business days of NWL receiving notification of the proposed works; and

(b) NWL must either reasonably agree to the proposed works or provide reasons for its failure to agree to the proposed works within 25 business days, or within 10 business days

of receipt of all further information requested pursuant to paragraph 4(2)(a) (whichever is later).

(3) For the avoidance of doubt nothing in sub-paragraph 4(2) shall be construed as a deemed approval from NWL for works to be carried out within the standard protection strips of NWL's apparatus.

Alteration of NWL Apparatus

5.—(1) Without prejudice to the generality of the foregoing, the alteration, extension, removal or re-location of any apparatus shall not be implemented until:

(a) any requirement for any permits under the Environmental Permitting Regulations 2016 or other replacement legislation and any other associated consents are obtained;

(b) if applicable, the undertaker has made the appropriate application under sections 106 (right to communicate with public sewers), 112 (requirement that proposed drain or sewer be constructed so as to form part of the general system) or 185 (duty to move pipes, etc. in certain cases) of the Water Industry Act 1991 as may be required by those provisions and has provided a plan of the works proposed to NWL and NWL has given the necessary consent or approval under the relevant provision, such agreement not to be unreasonably withheld or delayed; and

(c) in the event that such works are to be executed by the undertaker, they are to be executed only in accordance with the plan, section and description submitted and in accordance with such reasonable requirements as may be made by NWL for the alteration or otherwise for the protection of the apparatus, or for securing access to it.

(2) If in consequence of the exercise of the powers conferred by the Order the access to any apparatus is materially obstructed the undertaker shall provide such alternative means of access to such apparatus as will enable NWL to maintain or use the apparatus no less effectively than was possible before such obstruction.

(3) The undertaker, in the case of the powers conferred by the Order for the protective work to buildings, must exercise those powers so as not to obstruct or render less convenient the access to any apparatus belonging to NWL.

(4) Without prejudice to paragraph 5(1) hereof if, in the exercise of the powers conferred by the Order, the undertaker acquires any interest in any land in which any apparatus is placed or requires that NWL's apparatus is altered, relocated or diverted, that apparatus must not be altered, removed, and any right of NWL to maintain that apparatus in that land must not be extinguished, until—

(a) alternative apparatus has been constructed and is in operation to the reasonable satisfaction of NWL; and

(b) facilities and rights have been secured for that alternative apparatus in accordance with paragraph 6(1).

Alternative apparatus

6.—(1) Without prejudice to the generality of the foregoing and subject always to the provisions of paragraph 5(1) hereof, if, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under the Order, the undertaker requires the removal of any of NWL's apparatus placed in that land, the undertaker must give to NWL 20 business days' 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 an undertaker reasonably needs to remove any of its apparatus) the undertaker must afford to NWL the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of and emergency access to that apparatus, with such works for completion and the commissioning and operation of such apparatus to be complete to the reasonable satisfaction of NWL in advance of the removal of NWL's existing apparatus.

(2) Any alternative apparatus to be constructed in land of the undertaker pursuant to the terms hereof must be constructed in such manner and in such line or situation as may be agreed between NWL and the undertaker

(3) If NWL notifies the undertaker that it desires the undertaker to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker that work must be executed by the undertaker without unnecessary delay under the superintendence and to the reasonable satisfaction of NWL.

(4) Whenever alternative apparatus is to be or is being substituted for existing apparatus, the undertaker shall, before taking or requiring any further step in such substitution works, use best endeavours to comply with NWL's reasonable requests for a reasonable period of time to enable NWL to:

(a) make network contingency arrangements; or

(b) bring such matters as it may consider reasonably necessary to the attention of end users of the utility in question.

Stopping up

7.—(1) Where in pursuance of the powers conferred by the Order any street is stopped up (permanent stopping up and restriction of use of streets and private means of access), where NWL has apparatus in the street or accessed by virtue of that street, it has the same powers and rights in respect of that apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to NWL legal easements reasonably satisfactory to NWL in respect of such apparatus and access to it.

(2) Regardless of the temporary stopping up or diversion of any highway under the powers conferred by the Order (temporary alteration, diversion, prohibition and restriction of the use of streets), NWL is at liberty at all times to take all necessary access across any such stopped up highway and 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 subject to provision of reasonable prior notice to the undertaker (except in the case of emergency) and compliance at all times with the undertaker's reasonable site safety rules and health and safety law.

Unmapped sewers/other apparatus

8.—(1) Where the undertaker identifies any apparatus which may belong to or be maintainable by NWL but which does not appear on any statutory map kept for the purpose by NWL, it shall inform NWL of the existence and location of the apparatus as soon as reasonably practicable.

(2) If in consequence of the exercise of the powers conferred by the Order, previously unmapped sewers, lateral drains or other apparatus are identified by the undertaker, notification of the location of such assets will immediately be given to NWL and afforded the same protection as other NWL assets.

Expenses and Costs

9.—(1) Subject to the following provisions of this paragraph, to the extent lawful under section 185(5) of the Water Industry Act 1991, and save where otherwise agreed in writing between NWL and the undertaker, the undertaker must repay to NWL following receipt of an itemised forecast, invoice or claim from NWL, all costs, charges and expenses which are reasonably and properly incurred, or reasonably anticipated to be incurred, by NWL within the following three months in connection with:

(a) the inspection, removal, alteration or protection of any apparatus which may be reasonably required in consequence of any works to construct the authorised development; or

(b) the construction of any alternative apparatus which may be required in consequence of the execution of any such works as referred to in paragraph 6 of this Part of this Schedule;

and any costs, charges and expenses reasonably and properly incurred by NWL which are attributable to a delay caused by the undertaker in relation to works falling within sub-paragraphs (a) or (b) shall be deemed to be costs, charges and expenses incurred in connection with those works.

(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 sub-paragraph 9(1), that value being calculated after removal.

(3) Where the placing of alternative apparatus is Materially Different and such placing involves cost in the construction of works under this Part of this Schedule exceeding that which would have been incurred if the apparatus placed had not been Materially Different, the amount which apart from this sub-paragraph would be payable to NWL by virtue of sub-paragraph 9(1) is to be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph 9(3), an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus.

(5) An amount which apart from this sub-paragraph would be payable to NWL in respect of works by virtue of sub-paragraph 9(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 NWL 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.

(6) An amount which apart from this sub-paragraph would be payable to NWL in respect of works by virtue of sub-paragraph 9(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 NWL 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

10.—(1) Subject to sub-paragraphs 10(2) and 10(3), if for any reason or in consequence of the construction of any of the works by or at the direction of the undertaker that is consequential to the terms hereof any damage is caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of NWL, or there is any interruption in any service provided, or in the supply of any goods, by NWL, the undertaker must indemnify and keep indemnified NWL against:

(a) any cost reasonably incurred by NWL in making good any damage or restoring the supply;

(b) any other expenses, loss, damages, penalty or costs reasonably incurred by NWL, by reason or in consequence of any such damage or interruption.

(2) NWL must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies. If requested to do so by the undertaker, NWL must provide an explanation of how the claim has been minimised or details to substantiate any cost or compensation claimed pursuant to paragraph 10(1). The undertaker shall only be liable under this paragraph for claims reasonably incurred by NWL.

(3) The fact that any act or thing may have been done by NWL on behalf of the undertaker or in accordance with a plan approved by NWL or in accordance with any requirement of NWL or under its supervision does not, subject to paragraph 10(2), excuse the undertaker from liability under the provisions of sub-paragraph 10(1) unless NWL fails to carry out and execute the works properly with due care and attention and in a skilful and professional like manner or in a manner that does not accord with the approved plan.

(4) Nothing in paragraph 10(1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the unlawful or unreasonable act, neglect or default of NWL, its officers, servants, contractors or agents. NWL must give the

undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made, without having first consulted the undertaker and taken into account its representations.

Duty to cooperate

11.—(1) Where in consequence of the proposed construction of any of the authorised development, the undertaker or NWL requires the removal, alteration or protection of apparatus, the undertaker must use all reasonable 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 NWL's undertaking and NWL must use all reasonable endeavours to co-operate with the undertaker for that purpose.

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

(3) Any dispute arising between the undertaker and NWL under this Part of this Schedule must be referred to and settled by arbitration under article 62 (arbitration).

PART 14

FOR THE PROTECTION OF ANGLIAN WATER SERVICES LIMITED

Application

1. For the protection of Anglian Water the following provisions have effect, unless otherwise agreed in writing between the undertaker and Anglian Water.

Interpretation

2. In this Part of this Schedule—

"1991 Act" means the New Roads and Street Works Act 1991;

"alternative apparatus" means alternative apparatus adequate to enable Anglian Water to fulfil its statutory functions in a manner no less efficient than previously including any reasonably necessary protective works;

"AMP8 Land" means any land, interest in land or apparatus which is reasonably required for the construction, maintenance, operation and protection of an AMP8 Project as identified in the relevant AMP8 Project Notice;

"AMP8 Project" means any project, scheme, work or asset improvement which:

(a) is being undertaken by or on behalf of Anglian Water in connection with Asset Management Period 8 (1 April 2025 to 31 March 2030);

(b) has been approved, funded, promoted or otherwise progressed by Anglian Water for the purpose of meeting regulatory, environmental, operational, growth, resilience or statutory obligations during AMP8; and

(c) is identified by Anglian Water in an AMP8 Project Notice served pursuant to paragraph 16;

"AMP8 Project Notice" means the notice served by Anglian Water pursuant to paragraph 16 (as revised pursuant to paragraph 17);

"Anglian Water" means Anglian Water Services Limited (registered company number 02366656);

"apparatus" means:

(a) works, mains, pipes or other apparatus belonging to or maintained by Anglian Water for the purposes of water supply and sewerage;

(b) any drain or works vested in Anglian Water under the Water Industry Act 1991;

(c) any sewer which is so vested or is the subject of a notice of intention to adopt given under section 102(4) of that Act or an agreement to adopt made under section 104 of that Act,

(d) any drainage system constructed for the purpose of reducing the volume of surface water entering any public sewer belonging to Anglian Water,

and

(e) includes a sludge main, disposal main or sewer outfall and any manholes, ventilating shafts, pumps or other accessories forming part of any such sewer, drain or works, and includes any structure in which apparatus is or is to be lodged or which gives or will give access to apparatus,

and for the purpose of this definition, where words are defined by section 219 of that Act, they shall be taken to have the same meaning;

"Forncett End Land Plots" means that part of Plots 7/28, 7/27, 7/29, 7/16 and 7/18 excluding any land required for the authorised development;

"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;

"plan" includes all designs, drawings, specifications, method statements, soil reports, programmes, calculations, risk assessments and other documents that are reasonably necessary properly and sufficiently to describe the works to be executed;

3. This Part of this Schedule does not apply to apparatus in respect of which the relations between the undertaker and Anglian Water are regulated by the provisions of Part 3 of the 1991 Act.

Apparatus in stopped up streets

4.—(1) Where any street is stopped up under article 15 (permanent stopping up of streets and public rights of way), where Anglian Water has apparatus in the street or accessed by virtue of that street, it has the same powers and rights in respect of that apparatus as it enjoyed immediately before the stopping up and the undertaker must grant to Anglian Water legal easements reasonably satisfactory to Anglian Water in respect of such apparatus and access to it, but nothing in this paragraph affects any right of the undertaker or of Anglian Water to require the removal of that apparatus under paragraph 7 or the power of the undertaker to carry out works under paragraph 9.

(2) Regardless of the temporary stopping up or diversion of any highway under the powers conferred by article 16 (temporary closure of streets and public rights of way), Anglian Water is at liberty at all times to take all necessary access across any such stopped up highway and 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 subject to provision of reasonable prior notice to the undertaker (except in the case of emergency) and compliance at all times with the undertaker's reasonable site safety rules and health and safety law.

Protective works to buildings

5. The undertaker, in the case of the powers conferred by article 21 (protective works), must exercise those powers so as not to obstruct or render less convenient the access to any apparatus.

Acquisition of land

6. Regardless of any provision in this Order or anything shown on the land plans, the undertaker must not acquire any apparatus otherwise than by agreement.

Removal of apparatus

7.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed or requires that Anglian Water's apparatus is relocated or diverted, that apparatus must not be removed under this Part of this Schedule, and any right of Anglian Water to maintain that apparatus in that land must not be extinguished, until—

(a) alternative apparatus has been constructed and is in operation to the reasonable satisfaction of Anglian Water in accordance with sub-paragraphs (2) to (8); and

(b) facilities and rights have been secured for that alternative apparatus in accordance with paragraph 8.

(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, the undertaker must give to Anglian Water 20 business days' 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 an undertaker reasonably needs to remove any of its apparatus) the undertaker must, subject to sub-paragraph (3), afford to Anglian Water the necessary facilities and rights for the construction of alternative apparatus in other land of the undertaker and subsequently for the maintenance of that apparatus.

(3) If alternative apparatus or any part of such apparatus is to be constructed elsewhere than in other land of the undertaker, or the 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 Anglian Water 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 the land in which the alternative apparatus is to be constructed.

(4) Any alternative apparatus to be constructed in land of the undertaker under this Part of this Schedule must be constructed in such manner and in such line or situation as may be agreed between Anglian Water and the undertaker or in default of agreement settled by arbitration in accordance with article 62 (arbitration).

(5) Anglian Water must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with article 62, and after the grant to Anglian Water of any such facilities and rights as are referred to in sub-paragraphs (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 undertaker to be removed under the provisions of this Part of this Schedule.

(6) Regardless of anything in sub-paragraph (5), if Anglian Water gives notice in writing to the undertaker that it desires the undertaker to execute any work, or part of any work in connection with the construction or removal of apparatus in any land of the undertaker or to the extent that Anglian Water fails to proceed with that work in accordance with sub-paragraph (5) or the undertaker and Anglian Water otherwise agree, that work, instead of being executed by Anglian Water, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of Anglian Water.

(7) If Anglian Water fails either reasonably to approve, or to provide reasons for its failure to approve along with an indication of what would be required to make acceptable, any proposed details relating to required removal works under sub-paragraph (2) within 20 business days of receiving a notice of the required works from the undertaker, then such details are deemed to have been approved. For the avoidance of doubt, any such "deemed consent" does not extend to the actual undertaking of the removal works, which shall remain the sole responsibility of Anglian Water or its contractors.

(8) Whenever alternative apparatus is to be or is being substituted for existing apparatus, the undertaker shall, before taking or requiring any further step in such substitution works, use best endeavours to comply with Anglian Water's reasonable requests for a reasonable period of time to enable Anglian Water to:

(a) make network contingency arrangements; or

(b) bring such matters as it may consider reasonably necessary to the attention of end users of the utility in question.

Facilities and rights for alternative apparatus

8.—(1) Where, in accordance with the provisions of this Part of this Schedule, the undertaker affords to a utility undertaker facilities and rights for the construction and maintenance in land of the undertaker of alternative apparatus in substitution for apparatus to be removed, those facilities and rights are to be granted upon such terms and conditions as may be agreed between the undertaker and Anglian Water or in default of agreement settled by arbitration in accordance with article 62 (arbitration).

(2) If the facilities and rights to be afforded by the undertaker in respect of any alternative apparatus, and the terms and conditions subject to which those facilities and rights are to be granted, are in the opinion of the arbitrator less favourable on the whole to Anglian Water 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 arbitrator must make such provision for the payment of compensation by the undertaker to Anglian Water as appears to the arbitrator to be reasonable having regard to all the circumstances of the particular case.

(3) Such facilities and rights as are set out in this paragraph are deemed to include any statutory permits granted to the undertaker in respect of the apparatus in question, whether under the Environmental Permitting Regulations 2010 or other legislation.

Retained apparatus

9.—(1) Not less than 20 business days before starting the execution of any works in, on or under any land purchased, held, appropriated or used under this Order that are near to, or will or may affect, any apparatus (or any means of access to it) the removal of which has not been required by the undertaker under paragraph 7(2), the undertaker must submit to Anglian Water a plan of the works to be executed which includes details of any impacts to Anglian Water's apparatus and proposed measures to mitigate those impacts.

(2) Those works must be executed only in accordance with the plan submitted under sub-paragraph (1) and in accordance with such reasonable requirements as may be made in accordance with sub-paragraph (3) by Anglian Water for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Anglian Water is entitled to watch and inspect the execution of those works subject to compliance at all times with the undertaker's reasonable site safety rules and all applicable health and safety laws.

(3) Any requirements made by Anglian Water under sub-paragraph (2) must be made within a period of 15 business days beginning with the date on which a plan under sub-paragraph (1) is submitted to it.

(4) If Anglian Water in accordance with sub-paragraph (3) and in consequence of the works proposed by the undertaker, reasonably requires:

(a) the carrying out of any protective works and gives reasonable notice to the undertaker of that requirements, paragraphs 7(3) to 7(6) apply to the delivery of the protective works, or

(b) the removal of any apparatus and gives written notice to the undertaker of that requirement, paragraphs 1 to 3 and 6 to 8 apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 20 business days before commencing the execution of any works, a new plan instead of the plan previously submitted, and having done so the provisions of this paragraph apply to and in respect of the new plan.

(6) The undertaker is not required to comply with sub-paragraph (1) in a case of emergency but in that case must give to Anglian Water notice as soon as is reasonably practicable and a plan of those works as soon as reasonably practicable subsequently and must comply with sub-paragraph (3) in so far as is reasonably practicable in the circumstances, using its best endeavours to keep the

impact of those emergency works on Anglian Water's apparatus, on the operation of its water and sewerage network and on end-users of the services Anglian Water provides to a minimum.

(7) For the purposes of sub-paragraph (1) and without prejudice to the generality of the principles set out in that sub-paragraph, works are deemed to be in land near Anglian Water's apparatus (where it is a pipe) if those works fall within the following distances measured from the medial line of such apparatus:

(a) 4 metres where the diameter of the pipe is less than 250 millimetres;

(b) 5 metres where the diameter of the pipe is between 250 and 400 millimetres, and

(c) a distance to be agreed on a case by case basis and before the submission of the Plan under sub-paragraph (1) is submitted where the diameter of the pipe exceeds 400 millimetres.

Expenses and costs

10.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to Anglian Water all expenses reasonably and properly incurred by Anglian Water in, or in connection with, the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in this Part of this Schedule.

(2) There must 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 any new or alternative apparatus that value being calculated after removal by the undertaker (who will provide reasonable evidence of such value).

(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 undertaker or, in default of agreement, is not determined by arbitration in accordance with article 62 (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 Anglian Water by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

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

(a) an extension of apparatus to a length greater than the length of existing apparatus is not to 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 is to be treated as if it also had been agreed or had been so determined.

(5) An amount which, apart from this sub-paragraph, would be payable to Anglian Water in respect of works by virtue of sub-paragraph (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 Anglian Water 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, the amount being calculated by Anglian Water (who will provide reasonable evidence of such amount) and agreed between the undertaker and Anglian Water or settled by arbitration in accordance with article 62 (arbitration).

11.—(1) Subject to sub-paragraphs (2) and (3), if by reason or in consequence of the construction of any such works referred to in paragraphs 5 or 7(2), or by reason of any subsidence resulting from such development or 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 those works) or property of Anglian Water, or there is any interruption in any service provided, or in the supply of any goods, by Anglian Water, the undertaker must—

(a) bear and pay the cost reasonably incurred by Anglian Water in making good such damage or restoring the supply; and

(b) make reasonable compensation to Anglian Water for any other expenses, loss, damages, penalty or costs incurred by Anglian Water,

by reason or in direct consequence of any such damage or interruption.

(2) Anglian Water must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, penalties and costs to which the provisions of sub-paragraph (1) applies. If requested to do so by the undertaker, Anglian Water will provide an explanation of how any claim has been minimised. The undertaker will not be liable under paragraph 11(1) for claims unreasonably incurred by Anglian Water.

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

(4) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or interruption to the extent that it is attributable to the unlawful or unreasonable act, neglect or default of Anglian Water, its officers, servants, contractors or agents.

(5) Anglian Water must give the undertaker reasonable notice of any such claim or demand and no settlement or compromise is to be made, without the consent of the undertaker (such consent not to be unreasonably withheld or delayed) who, if withholding such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

Cooperation

12. Where in consequence of the proposed construction of any of the authorised development, the undertaker or Anglian Water requires the removal of apparatus under paragraph 7(2) or Anglian Water makes requirements for the protection or alteration of apparatus under paragraph 9, the undertaker must use reasonable 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 Anglian Water's undertaking, using existing processes where requested by Anglian Water, provided it is appropriate to do so, and Anglian Water must use all reasonable endeavours to co-operate with the undertaker for that purpose.

13. Where the undertaker identifies any apparatus which may belong to or be maintainable by Anglian Water but which does not appear on any statutory map kept for the purpose by Anglian Water, it shall inform Anglian Water of the existence and location of the apparatus as soon as reasonably practicable.

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

15. The undertaker and Anglian Water may by written agreement substitute any period of time for those periods set out in this Part of this Schedule.

Cooperation – AMP8 Projects

16.—(1) Anglian Water may, from time to time and by written notice, identify any AMP8 Project which may be affected by the authorised development. Such AMP8 Project Notice shall:

(a) identify the name and description of the relevant project;

(b) identify the AMP8 Land reasonably anticipated to be required for that project during construction, maintenance and operation of that project;

(c) include such plans, drawings, programme timings or other project information as are reasonably available at the time; and

(d) specify any anticipated impact, overlap or interface that the project may have on the authorised development, including whether the project can co-exist with the authorised development.

(2) Following service of an AMP8 Project Notice under sub-paragraph (1) above, the undertaker shall provide any comments on the proposed project, suggestions for resolution, mitigation or minimisation of any interface between the project and the authorised development or proposed next steps to consider the same or information defined in that notice within 10 business days after which the identified project shall be treated as an AMP8 Project for the purposes of this Deed.

(3) Anglian Water shall keep the information contained in each AMP8 Project Notice under review and, where any information contained in an AMP8 Project Notice is superseded, materially amended, refined or supplemented, shall as soon as reasonably practicable serve a revised AMP8 Project Notice pursuant to sub-paragraph (1) which shall replace any previous AMP8 Project Notice relating to the same AMP8 Project with effect from the date on which the revised notice is served.

(4) Any AMP8 Project Notice served pursuant to sub-paragraph (1)(1) must be sent to the undertaker at its registered office or to the undertaker's named point of contact once appointed under paragraph 18.

17. Following receipt of an AMP8 Project Notice, the undertaker and Anglian Water must work positively and collaboratively to avoid conflict between the authorised development and the AMP8 Projects, in particular to seek to avoid impeding either party's ability to construct and operate any necessary AMP8 infrastructure or the authorised development.

18. The undertaker and Anglian Water must provide a named point of contact who will have responsibility for keeping each other regularly informed of progress of the authorised development, throughout design, construction, maintenance and operation phases.

19. The undertaker must, through its point of contact, keep Anglian Water updated as to progress of the construction of the infrastructure and associated works for the authorised development, including sending Anglian Water a programme of works within a reasonable time after it is formulated, and providing any updates to that programme within a reasonable time after any material change to it.

20. The undertaker must engage with Anglian Water at appropriate intervals but not less than every 3 months throughout the early design, detailed design and construction phases of the authorised development, on any matters (as notified by Anglian Water to the undertaker) which could reasonably be expected to impact the AMP8 Projects, including regarding any infrastructure and associated works proposed as part of the authorised development within the AMP8 Land.

21.—(1) Where the authorised development will interfere or conflict with infrastructure in place or to be built on existing land owned by Anglian Water as part of an AMP8 Project, the undertaker will work with Anglian Water to mitigate these issues as far as reasonably practicable.

(2) Where the parties agree (acting reasonably) that any residual conflict remains, the undertaker will engage proactively with Anglian Water to fully explore options for co-existence, including by undertaking a joint engineering study if reasonably necessary, and any reasonable additional expenses reasonably incurred by Anglian Water in exploring options for co-existence as a result of that interference or conflict (including costs in relation to any engineering study) will be at the undertaker's expense.

(3) Where the authorised development will conflict with an AMP8 Project in place or to be built on existing land owned by Anglian Water at Forncett End, and that conflict either cannot be resolved by the process to explore co-existence options in paragraph 21 above or if the undertaker reasonably considers that co-existence cannot be achieved, the undertaker will assist with the provision of compensatory land suitable for the relevant AMP8 Project, where:

(a) that compensatory land falls within the Forncett End Land Plots;

(b) it is in the undertaker's ownership or power or control under the Order to provide, and

(c) it is reasonable and appropriate in scale and nature to the AMP8 Project.

22. Notwithstanding the above, the undertaker must provide Anglian Water with the opportunity to review and comment on the detailed design of any proposed infrastructure and associated works for the authorised development within the AMP8 Land, and will take any comments made by Anglian Water into account when finalising the detailed design of the authorised development. The undertaker must use all reasonable endeavours to design and construct any such infrastructure and associated works in a way that will not impede the ability of Anglian Water to design, construct and operate any part of the AMP8 Projects. The undertaker's design considerations must include regulatory requirements, practical design constraints, and Anglian Water's protective provisions under this Part of Schedule 16 to the Order.

23. Should it be the case that the construction phase for the authorised development overlaps with the construction phase of any works for the AMP8 Projects, to the degree that works geographically overlap or are in proximity to one another, the undertaker and Anglian Water must engage proactively to ensure both sets of works can proceed safely, efficiently and expeditiously.

24. Once the authorised development is in construction or is operational, the undertaker must not unreasonably withhold consent for Anglian Water to enter onto and undertake reasonable activities on land within the undertaker's control or in proximity to its assets necessary for the development of the AMP8 Projects, although the undertaker may impose reasonable conditions upon such consent.

25.—(1) Where the land requirements of the authorised development will interact or overlap with the land requirements of any AMP8 Project, the undertaker and Anglian Water must engage proactively:

(a) to reduce any impacts of the authorised development on the land requirements of the relevant AMP8 Project as far as reasonably practicable; and

(b) to manage any overlapping or shared land requirements, including temporary and permanent access routes, haul roads and working areas, so that the construction, operation and maintenance of both the authorised development and the relevant AMP8 Project can proceed safely, efficiently and expeditiously.

PART 15

FOR THE PROTECTION OF WATER MANAGEMENT ALLIANCE

Application

1. The provisions of this Part have effect for the protection of the drainage authority unless otherwise agreed in writing between the undertaker and the drainage authority. In the event that there is conflict between the terms of this Part of this Schedule and the Order, the terms of this Part of this Schedule shall prevail.

Interpretation

2. In this Part of this Schedule—

"construction" includes execution, placing, altering, diverting, replacing, relaying, removal and excavation; and "construct" and "constructed" must be construed accordingly;

"drainage authority" means in relation to an ordinary watercourse, the drainage board or where no drainage board exists the local authority concerned within the meaning of section 23 (prohibition on obstructions etc. in watercourses) of the Land Drainage Act 1991(**a**);

"drainage work" means any ordinary watercourse and includes any land that provides or is expected to provide flood storage capacity for any watercourse and any bank, wall, embankment or other structure, or any appliance, constructed or used for land drainage or flood defence in connection with an ordinary watercourse;

"ordinary watercourse" has the meaning given by section 72 (interpretation) of the Land Drainage Act 1991;

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

"specified work" means so much of any work or operation authorised by this Order as is in, on, under, over or within 9m of a drainage work or is otherwise likely to:

(a) affect any drainage works or the total volume or volumetric rate of flow of water in or flowing to or from any drainage works;

(b) affect the flow of water in any such drainage work;

(c) restrict access to any ordinary watercourse;

(d) restrict the ability of the drainage authority to spread spoils arising from ordinary watercourses within 9 metres of the landward toe of either side or the banks of the watercourse; or

(e) affect the conservation, distribution or use of water resources.

Approval of plans

3.—(1) The undertaker must not make any opening into or connections with any watercourse or drain in connection with the authorised development or carry out any specified work except—

(a) in accordance with plans approved by the drainage authority in accordance with this Part of this Schedule or determined under paragraph 11 (Disputes); and

(b) where the drainage authority has been given the opportunity to supervise the making of the opening or connection, or specified work

and no discharge of water under article 20 (discharge of water) shall be made until details of the location and maximum rate of discharge have been submitted to and approved in writing by the relevant drainage authority

(2) Before commencing construction of a specified work, the undertaker must submit to the drainage authority plans of the specified work and such further particulars available to it as the drainage authority may reasonably request within 28 days of the submission of the plans.

(3) A specified work must not be constructed except in accordance with such plans as may be approved in writing by the drainage authority or determined under paragraph 11 (Disputes) and the timetable of works unless other timescales are agreed between the parties.

(4) Any approval of the drainage authority required under this paragraph—

(a) must not be unreasonably withheld or delayed;

(b) is deemed to have been given if it is neither given nor refused within two months of the later of:

(i) submission of the plans for approval under sub-paragraph 3(1);

(ii) submission of such further particulars as the drainage authority may reasonably require under sub-paragraph (2); or

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(**a**) 1991 c. 59.

(iii) submission of such further particulars as the undertaker may submit under sub-paragraph (6); or

(iv) in the case of a refusal, if it is not accompanied by a statement of the grounds of refusal; and

(c) may be given subject to such reasonable requirements as the drainage authority may make for the protection of any drainage work or for the prevention of flooding.

(5) Any refusal under this paragraph must be accompanied by a statement of the reasons for refusal. Any refusal under this paragraph may be referred to a single arbiter in accordance with paragraph 11 (Disputes).

(6) Nothing shall preclude the undertaker from submitting at any time or from time to time, in accordance with the timings required by this Part of this Schedule, a new plan, instead of a plan previously submitted, and having done so the provisions of this Part of this Schedule will apply to and in respect of the new plan.

(7) The undertaker will not be required to comply with this paragraph, or with sub-paragraphs 5(1) to (3) where it needs to carry out emergency works, but in that case it must give to the drainage authority notice as soon as is reasonably practicable with a plan of those works, and must comply with the provisions of this Part of this Schedule insofar as is reasonably practicable in the circumstances.

4. Without limiting paragraph 3, the requirements which the drainage authority may make under that paragraph include conditions requiring the undertaker at its own expense to construct or contribute to the construction of such protective works (herein referred to as "protective works"), whether temporary or permanent, during the construction of the specified work (including the provision of flood banks, walls or embankments or other new works and the strengthening, repair or renewal of existing banks, walls or embankments and the provision of any new temporary or permanent access arrangements required as a result of the specified work) as are reasonably necessary—

(a) to safeguard any drainage work against damage or adverse impact by reason of any specified work; or

(b) to secure that the efficiency of any drainage work for flood defence and land drainage purposes is not impaired, and that the risk of flooding is not otherwise increased, by reason of any specified work;

(c) to ensure the protective works are constructed to an agreed time table;

(d) to minimise the impact of the specified work on any designated sites of nature conservation.

Specified and protective works

5.—(1) Subject to sub-paragraph (2), if commenced, any specified work, and all protective works required by the drainage authority under paragraph 4, must be constructed—

(a) without unreasonable delay in accordance with the plans and timetable approved or deemed to have been approved or settled under this Part of this Schedule; and

(b) to the reasonable satisfaction of the drainage authority, and an officer of the drainage authority is entitled to watch and inspect the construction of such works at all reasonable times and on giving reasonable notice.

(2) The undertaker must give to the drainage authority—

(a) not less than 14 days' notice in writing of its intention to commence construction of any specified work and any protective works; and

(b) notice in writing of its completion not later than 7 days after the date on which it is brought into use.

(3) If the drainage authority reasonably requires, the undertaker must construct all or part of the protective works so that they are in place before commencing construction of the specified work to which the protective works relate.

(4) If any part of a specified work or any protective works required by the drainage authority is constructed otherwise than in accordance with the requirements of this Part of this Schedule, or as otherwise agreed between the undertaker and the drainage authority, the drainage authority may by notice in writing require the undertaker at the undertaker's expense to comply with the requirements of this Part of this Schedule or (if the undertaker so elects and the drainage authority in writing consents, such consent not to be unreasonably withheld or delayed) to remove, alter or pull down the work and, where removal is required, to restore the site to its former condition to such extent and within such limits as the drainage authority reasonably requires.

(5) Subject to sub-paragraph (6) and paragraph 3, if within a reasonable period, being not less than 28 days from the date when a notice under sub-paragraph (4) is served on the undertaker, the undertaker has failed to begin taking steps to comply with the requirements of the notice and subsequently to make reasonably expeditious progress towards their implementation, the drainage authority may execute the works specified in the notice, subject to the undertaker having the right to supervise the planning and execution of such works to the extent they may affect the authorised development, and any reasonable expenditure incurred by the drainage authority in so doing is recoverable from the undertaker.

(6) In the event of any dispute as to whether sub-paragraph (4) is properly applicable to any work in respect of which notice has been served under that sub-paragraph, or as to the reasonableness of any requirement of such a notice, the drainage authority must not, except in an emergency or an imminent risk of flooding, exercise the powers conferred by sub-paragraph (5) until the dispute has been finally determined.

Maintenance of drainage works

6.—(1) Subject to sub-paragraph (5), the undertaker must from the commencement of the construction of any specified work until the date falling 12 months from the date of completion of the specified work ("the maintenance period") or the date that the undertaker ceases to occupy any land, whichever is later maintain in good repair and condition and free from obstruction any part of a drainage work which is situated within land held or occupied by the undertaker for the purpose of or in connection with the specified work, whether the drainage work is constructed under the powers conferred by this Order or is already in existence.

(2) If any drainage work which the undertaker is liable to maintain is not maintained during the maintenance period or the date that the undertaker ceases to occupy the land (whichever is later) to the reasonable satisfaction of the drainage authority, the drainage authority may by notice in writing require the undertaker at the undertakers cost to repair and restore the drainage work, or any part of the drainage work, or (if the undertaker so elects and the drainage authority in writing consents, such consent not to be unreasonably withheld or delayed), to remove the specified work and restore the site to its former condition, to such extent and within such limits as the drainage authority reasonably requires.

(3) Subject to sub-paragraph (4) and paragraphs 8 and 9 if, within a reasonable period, being not less than 28 days from the date when a notice under sub-paragraph (2) is served on the undertaker, the undertaker has failed to begin taking steps to comply with the reasonable requirements of the notice and has not subsequently made reasonably expeditious progress towards their implementation, the drainage authority may do what is reasonably necessary for such compliance, subject to the undertaker having the right to supervise the planning and execution of such works to the extent they may affect the authorised development, and may recover any expenditure reasonably incurred by it in so doing from the undertaker.

(4) In the event of any dispute as to the reasonableness of any requirement of a notice served under sub-paragraph (2), the drainage authority must not, except in a case of emergency or imminent risk of flooding, exercise the powers conferred by sub-paragraph (3) until the dispute has been finally determined.

(5) This paragraph does not apply to—

(a) drainage works which are vested in the drainage authority, or which the drainage authority or another person is liable to maintain and is not prevented by this Order from

so doing except for drainage work that is required to be repaired or maintained as a result of or in connection with the specified work.

(b) any obstruction of a drainage work for the purpose of a work or operation authorised by this Order and carried out in accordance with the provisions of this Part of this Schedule provided that any obstruction is removed as soon as reasonably practicable.

Expenses and indemnity

7.—(1) If, by reason of any specified work or any protective works or of the failure of any such works the efficiency of any drainage work for flood defence and/or land drainage purposes is impaired, or that drainage work is otherwise damaged so as to require remedial action, such impairment or damage must be made good by the undertaker at its own expense as soon as reasonably practicable to the reasonable satisfaction of the drainage authority, and if the undertaker fails to do so the drainage authority may make good the impairment or damage and recover from the undertaker the expense reasonably incurred by it in doing so.

(2) If by reason of construction of the specified work or any protective works the drainage authority's access to land drainage infrastructure, flood defences or equipment maintained for flood defence purposes is materially obstructed, the undertaker must provide such alternative means of access that will allow the drainage authority to maintain the land drainage infrastructure, flood defence or use the equipment no less effectively than was possible before the obstruction within 48 hours of, or as soon as reasonably practicable after, the undertaker becomes aware of such obstruction.

8. The undertaker shall provide reasonable compensation to the drainage authority for the costs, charges and expenses which the drainage authority may reasonably and properly incur in—

(a) the examination or approval of plans under this Part of this Schedule;

(b) inspecting the proposed location of the specified work or any protective works, and the construction of a specified work or any protective works reasonably required by the drainage authority under this Part of this Schedule; and

(c) subject at all times to receiving the prior written approval of the undertaker, carrying out any surveys or tests or assessments which are reasonably required in connection with the construction of the specified work or any protective works.

9.—(1) Without limiting the other provisions of this Part, the undertaker must indemnify the drainage authority from all claims, demands, proceedings, costs, damages, expenses or loss not otherwise provided for in this Schedule, which may be made or taken against, recovered from, or incurred by, the drainage authority by reason of—

(a) any damage to any drainage work arising out of construction of the specified work, protective works or emergency works or any act or omission of the undertaker, its contractors, agents or employees whilst engaged upon any such works so as to impair the drainage authority to efficiently manage flood defence or water management or maintenance of drainage work;

(b) any flooding or increased flooding of any such land which is caused by, or results from, the construction, operation, failure, removal or maintenance of the specified work or the protective works or the failure of any associated works or any act or omission of the undertaker, its contractors, agents or employees or others whilst engaged upon the construction, operation, maintenance or removal of the specified work and protective works or while dealing with any failure of the same;

(c) any reasonably foreseeable claims made against the drainage authority due to its inability to carry out its statutory functions or contractual obligations directly arising as a result of the carrying out of any specified work or any protective works.

The drainage authority must give to the undertaker reasonable notice of any claims, demands, proceedings, costs, damages, expenses or loss and save for any enforcement proceedings brought by a regulator no settlement or compromise may be made without the agreement of the undertaker, such agreement not to be unreasonably withheld or delayed.

(2) The drainage authority must at all times take reasonable steps to prevent and mitigate any such claims, demands, proceedings, costs, damages, expenses or losses.

(3) Nothing in sub-paragraph (1) imposes any liability on the undertaker with respect to any damage or loss to the extent that it is attributable to the act, neglect or default of the drainage authority, its officers, servants, contractors or agents.

(4) In no circumstances will the undertaker be liable to the relevant authority under or in connection with this Part of this Schedule for loss of profit.

10. The fact that any work or thing has been executed or done by the undertaker in accordance with a plan approved or deemed to be approved by the drainage authority or to its satisfaction or in accordance with any directions or award of an arbitrator does not (in the absence of negligence on the part of the drainage authority, its officers, contractors or agents), relieve the undertaker from any liability under this Part.

Disputes

11. Any difference or dispute arising between the undertaker and the drainage authority under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and the drainage authority, be determined by arbitration under article 62 (arbitration) of the Order save that the Secretary of State referred to in article 62 will be the Secretary of State for Environment Food and Rural Affairs or its successor and the Secretary of State for Energy Security and Net Zero or its successor acting jointly on reference to them by the undertaker or the drainage authority, after notice in writing by one to the other.

PART 16

FOR THE PROTECTION OF RAILWAY INTERESTS

1. The provisions of this Part of this Schedule have effect, unless otherwise agreed in writing between the undertaker and Network Rail.

2. In this Part of this Schedule—

"asset protection agreement" means either an asset protection agreement, a basic asset protection agreement or both as shall be reasonably determined by Network Rail to regulate the construction and maintenance of the specified work in a form reasonably prescribed from time to time by Network Rail;

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

"the engineer" means an engineer appointed by Network Rail for the purposes of this Order;

"network licence" means the network licence, as the same is amended from time to time, granted to Network Rail Infrastructure Limited by the Secretary of State in exercise of their powers under section 8 (licences) of the Railways Act 1993;

"Network Rail" means Network Rail Infrastructure Limited (company number 02904587, whose registered office is at Waterloo General Office, London SE1 8SW) and any associated company of Network Rail Infrastructure Limited which holds property for railway purposes, and for the purpose of this definition "associated company" means any company which is (within the meaning of section 1159 of the Companies Act 2006) the holding company of Network Rail Infrastructure Limited, a subsidiary of Network Rail Infrastructure Limited or another subsidiary of the holding company of Network Rail Infrastructure Limited and any successor to Network Rail Infrastructure Limited's railway undertaking;

"plans" includes sections, designs, design data, software, drawings, specifications, soil reports, calculations, descriptions (including descriptions of methods of construction), staging proposals, programmes and details of the extent, timing and duration of any proposed occupation of railway property;

"railway operational procedures" means procedures specified under any access agreement (as defined in the Railways Act 1993) or station lease;

"railway property" means any railway belonging to Network Rail and—

(a) any station, land, works, apparatus and equipment belonging to Network Rail or connected with any such railway; and

(b) any easement or other property interest held or used by Network Rail or a tenant or licensee of Network Rail for the purposes of such railway or works, apparatus or equipment;

"regulatory consents" means any consent or approval required under:

(c) the Railways Act 1993;

(d) the network licence; and/or

(e) any other relevant statutory or regulatory provisions;

by either the Office of Rail and Road or the Secretary of State for Transport or any other competent body including change procedures and any other consents, approvals of any access or beneficiary that may be required in relation to the authorised development;

"specified work" means so much of any of the authorised development as is situated upon, across, under, over or within 15 metres of, or may in any way adversely affect, railway property and, for the avoidance of doubt, includes the maintenance of such works under the powers conferred by article 4 (maintenance of authorised development) in respect of such works.

3.—(1) Where under this Part of this Schedule Network Rail is required to give its consent or approval in respect of any matter, that consent or approval is subject to the condition that Network Rail complies with any relevant railway operational procedures and any obligations under its network licence or under statute.

(2) In so far as any specified work or the acquisition or use of railway property is or may be subject to railway operational procedures, Network Rail must—

(a) co-operate with the undertaker with a view to avoiding undue delay and securing conformity as between any plans approved by the engineer and requirements emanating from those procedures; and

(b) use their reasonable endeavours to avoid any conflict arising between the application of those procedures and the proper implementation of the authorised development pursuant to this Order.

(3) Where under this Part of this Schedule Network Rail is required to act reasonably, any standard of reasonableness required to be exercised by Network Rail shall constitute the standard of reasonableness to be expected of a prudent railway statutory undertaker acting in compliance with its statutory and regulatory duties.

4.—(1) The undertaker must not exercise the powers conferred by—

(a) article 20 (discharge of water);

(b) article 22 (authority to survey and investigate the land);

(c) article 50 (felling or lopping);

(d) article 51 (trees subject to tree preservation orders);

in respect of any railway property unless the exercise of such powers is with the consent of Network Rail.

(2) The undertaker must not in the exercise of the powers conferred by this Order prevent pedestrian or vehicular access to any railway property, unless preventing such access is with the consent of Network Rail.

(3) The undertaker must not exercise the powers conferred by sections 271 or 272 of the 1990 Act, article 39 (power to override easements and other rights), or article 44 (statutory undertakers),

in relation to any right of access of Network Rail to railway property, but such right of access may be diverted with the consent of Network Rail.

(4) The undertaker must not under the powers of this Order do anything which would result in railway property being incapable of being used or maintained or which would affect the safe running of trains on the railway.

(5) Where Network Rail is asked to give its consent pursuant to this paragraph:

(a) such consent must not be unreasonably withheld but may be given subject to reasonable conditions in the circumstances; and

(b) such consent must not be unreasonably delayed and if, by the end of 20 business days beginning with the date on which such request for Network Rail's consent was made, Network Rail has not intimated its refusal together with the grounds of any such refusal of consent, the undertaker may serve upon Network Rail written notice requiring Network Rail to intimate approval or disapproval within a further period of 10 business days beginning with the date upon which Network Rail receives written notice from the undertaker. If by the expiry of the further 10 business days Network Rail has not intimated consent or refusal of consent, Network Rail is deemed to have given consent for the exercise of the respective powers.

(6) The undertaker must enter into an asset protection agreement prior to the carrying out of any specified work, and Network Rail must act reasonably and without unreasonable delay at all times in connection with the negotiation of, and entry into, such an asset protection agreement.

5.—(1) The undertaker must before commencing construction of any specified work supply to Network Rail proper and sufficient plans of that work for the reasonable approval of the engineer and the specified work must not be commenced except in accordance with such plans as have been approved in writing by the engineer or settled by arbitration.

(2) The approval of the engineer under sub-paragraph (1) must not be:

(a) unreasonably withheld but may be given subject to reasonable conditions in the circumstances; or

(b) unreasonably delayed and if, by the end of the period of 20 business days beginning with the date on which such plans have been supplied to Network Rail, the engineer has not intimated their disapproval of those plans and the grounds of such disapproval the undertaker may serve upon the engineer written notice requiring the engineer to intimate approval or disapproval within a further period of 10 business days beginning with the date upon which the engineer receives written notice from the undertaker. If by the expiry of the further 10 business days the engineer has not intimated approval or disapproval, the engineer shall be deemed to have approved the plans as submitted.

(3) Where Network Rail refuses its approval of the plans supplied to it pursuant to sub-paragraph (1) Network Rail shall provide reasons for such refusal in writing and the undertaker shall revise the relevant plans to accommodate such reasons where reasonable to do so and the process in sub-paragraphs (1) and (2) shall be repeated.

(4) If Network Rail gives notice to the undertaker that Network Rail desires itself to construct any part of a specified work which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of Network Rail by the earlier of the date:

(a) on which the engineer intimates their approval of the plans under sub-paragraph (2); or

(b) that is the end of the period of 10 business days beginning with the date on which written notice was served upon the engineer under sub-paragraph (2)(b),

then, if the undertaker desires such part of the specified work to be constructed, Network Rail must construct it without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker, provided that the specified works to which this paragraph shall apply shall be limited to works to railway

infrastructure, railway apparatus or railway equipment and shall not extend to any works carried out on the undertaker's electricity transmission network.

(5) If Network Rail give notice to the undertaker under sub-paragraph (4) then, if reasonably required by the undertaker upon reasonable prior written notice, Network Rail will also construct any adjoining part of the specified work ("adjoining work"), provided that such adjoining work is integral to and necessary to be carried out in conjunction with that specified work, without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under this paragraph, and under the supervision (where appropriate and if given) of the undertaker, subject to—

(a) such adjoining work being located on railway property;

(b) Network Rail having sufficient rights to carry out such adjoining work;

(c) the undertaker first providing Network Rail with the requisite plans, specifications and any other information reasonably required by Network Rail to enable it to carry out such adjoining work;

(d) the engineer's approval of such adjoining work; and

(e) Network Rail being able to recover its costs of carrying out such adjoining work pursuant to paragraph 14(1).

6.—(1) When signifying their approval of the plans pursuant to sub-paragraphs (1) and (2) the engineer may specify any protective works (whether temporary or permanent) which in the engineer's opinion (acting reasonably) need to be carried out before the commencement of the construction of a specified work to ensure the safety or stability of railway property or the continuation of safe and efficient operation of the railways of Network Rail or the services of operators using the same (including any relocation de-commissioning and removal of works, apparatus and equipment necessitated by a specified work and the comfort and safety of passengers who may be affected by the specified works), and such protective works as may be reasonably necessary for those purposes must be constructed by Network Rail or by the undertaker, if Network Rail so desires, and such protective works must be carried out at the expense of the undertaker in either case without unnecessary delay and the undertaker must not commence the construction of the specified works until the engineer has notified the undertaker that the protective works have been completed to their reasonable satisfaction provided that any such protective works would be on land held or controlled by Network Rail or the undertaker, and such protective works are authorised by the Order or are development permitted by either an Act of Parliament or a general development order made under the 1990 Act, save that if in Network Rail's reasonable opinion protective works are required to be carried out on land which is not held or controlled by Network Rail or the undertaker, and such protective works are development permitted by either an Act of Parliament or a general development order made under the 1990 Act, the undertaker and Network Rail will both use reasonable endeavours to obtain sufficient rights over that land to enable the protective works to be carried out (which shall not require either party to seek powers of compulsory acquisition) or to seek an alternative engineering solution for the protective works that would be on land held or controlled by Network Rail or the undertaker.

(2) Any specified work and any protective works to be constructed by virtue of paragraph 4(6), must, when commenced, be constructed—

(a) without unnecessary delay in accordance with the plans approved or deemed to have been approved or settled under paragraph 5;

(b) under the supervision (where appropriate and if given) and to the reasonable satisfaction of the engineer;

(c) in such manner as to cause as little damage as is possible to railway property; and

(d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe use of any railway of Network Rail or the traffic thereon and the use by passengers of railway property.

(3) If any damage to railway property or any such interference or obstruction shall be caused by the carrying out of, or in consequence of the construction of a specified work, by the undertaker,

the undertaker must, notwithstanding any such approval but subject to obtaining all necessary consents or approvals, make good such damage.

7. The undertaker must—

(a) subject to compliance with all applicable health and safety requirements, at all times afford reasonable facilities to the engineer for access to a specified work during its construction; and

(b) supply the engineer with all such information as they may reasonably require with regard to a specified work or the method of constructing it.

8. Network Rail must—

(a) subject to compliance with all applicable health and safety requirements, at all times afford reasonable facilities to the undertaker and its agents for access to any works carried out by Network Rail under this Part of this Schedule during their construction; and

(b) supply the undertaker with such information as it may reasonably require with regard to such works or the method of constructing them.

9.—(1) If any permanent or temporary alterations or additions to railway property are reasonably necessary in consequence of the construction or by completion of a specified work in order to ensure the safety of railway property or the continued safe operation of the railway of Network Rail, such alterations and additions may be carried out by Network Rail and if Network Rail gives to the undertaker 40 business days' notice (or in the event of an emergency or safety critical issue such notice as is reasonable in the circumstances) of its intention to carry out such alterations or additions (which must be specified in the notice), the undertaker must pay to Network Rail, following receipt of a VAT invoice, the reasonable cost of 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 Network Rail in maintaining, working and, when necessary, renewing any such alterations or additions.

(2) If during the construction of a specified work by the undertaker, Network Rail gives notice to the undertaker that Network Rail desires itself to construct that part of the specified work which in the opinion of the engineer is endangering the stability of railway property or the safe operation of traffic on the railways of Network Rail then, if the undertaker decides that part of the specified work is to be constructed, Network Rail must assume construction of that part of the specified work and construct it without unnecessary delay on behalf of and to the reasonable satisfaction of the undertaker in accordance with the plans approved or deemed to be approved or settled under paragraph 5, and under the supervision (where appropriate and if given) of the undertaker, and the undertaker must, notwithstanding any such approval of a specified work under paragraph 5(3), pay to Network Rail all reasonable expenses to which Network Rail may be put and compensation for any loss which it may suffer by reason of the execution by Network Rail of that specified work provided that, the specified works to which this paragraph shall apply shall be limited to works to railway infrastructure, railway apparatus or railway equipment and shall not extend to any works carried out on the undertaker's electricity transmission network.

(3) The engineer must, in respect of the capitalised sums referred to in this paragraph and paragraph 10(1)(a) provide such details of the formula by which those sums have been calculated as the undertaker may reasonably require.

(4) If the cost of maintaining, working or renewing railway 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 Network Rail under this paragraph.

10.—(1) Provided such sums are not payable under any other agreement between the undertaker and Network Rail, the undertaker must repay to Network Rail, following receipt of a VAT invoice, all reasonable fees, costs, charges and expenses reasonably incurred by Network Rail—

(a) in constructing any part of a specified work on behalf of the undertaker as provided by paragraph 5(4), in constructing any adjoining works under the provisions of paragraph 5(5) or in constructing any protective works under the provisions of paragraph 4(6)

including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;

(b) in respect of the approval by the engineer of plans submitted by the undertaker and the supervision by the engineer of the construction of a specified work;

(c) in respect of the employment or procurement of the services of any inspectors, signallers, watch-persons and other persons whom it shall be reasonably necessary to appoint for inspecting, signalling, watching and lighting railway property 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;

(d) in respect of any special traffic working resulting from any speed restrictions which, in the opinion of the engineer, need to be imposed by reason or in consequence of the construction or failure of a specified work or from the substitution or diversion of services which is reasonably necessary for the same reason; and

(e) in respect of any additional temporary lighting of railway property in the vicinity of the specified works, being lighting made reasonably necessary by reason or in consequence of the construction or failure of a specified work.

(2) Any additional expenses which Network Rail may reasonably incur in altering, reconstructing or maintaining railway property under any powers existing at the making of this Order by reason of the existence of a specified work must, provided that 40 business days' previous notice of the commencement of such alteration, reconstruction or maintenance has been given to the undertaker, be repaid by the undertaker to Network Rail following receipt of a VAT invoice.

11.—(1) In this paragraph—

"EMI" means, subject to sub-paragraph (2), electromagnetic interference with Network Rail apparatus generated by the operation of the authorised development where such interference is of a level which adversely affects the safe operation of Network Rail's apparatus; and

"Network Rail's apparatus" means any lines, circuits, wires, apparatus or equipment (whether or not modified or installed as part of the authorised development) which are owned or used by Network Rail for the purpose of transmitting or receiving electrical energy or of radio, telegraphic, telephonic, electric, electronic or other like means of signalling or other communications.

(2) This paragraph applies to EMI only to the extent that such EMI is not attributable to any change to Network Rail's apparatus carried out after approval of plans under paragraph 5(1) for the relevant part of the authorised development giving rise to EMI (unless the undertaker has been given notice in writing before the approval of those plans of the intention to make such change).

(3) Subject to sub-paragraph (5), the undertaker must in the design and construction of the authorised development take all measures necessary to prevent EMI risks and must establish with Network Rail (both parties acting reasonably) appropriate arrangements to verify their effectiveness.

(4) In order to facilitate the undertaker's compliance with sub-paragraph (3)—

(a) the undertaker must consult with Network Rail as early as reasonably practicable to identify all Network Rail's apparatus which may be at risk of EMI, and thereafter must continue to consult with Network Rail (both before and after formal submission of plans under paragraph 5(1) in order to identify all potential causes of EMI and the measures required to eliminate them;

(b) the undertaker must provide an EMI interface study (such study to include consideration of transferred voltage potentials, radiated interference to signalling equipment and compliance with the Control of Electromagnetic Fields at Work Regulations 2016 and British Standard EN 50122 as applicable) for approval, such approval not to be unreasonably withheld or delayed but may be provided subject to reasonable conditions;

(c) Network Rail must make available to the undertaker all information in the possession of Network Rail reasonably requested by the undertaker in respect of Network Rail's apparatus identified pursuant to sub-paragraph (a); and

(d) Network Rail must allow the undertaker reasonable facilities for the inspection of Network Rail's apparatus identified pursuant to sub-paragraph (a).

(5) In any case where it is established that EMI can only reasonably be prevented by modifications to Network Rail's apparatus, Network Rail must not withhold its consent unreasonably to modifications of Network Rail's apparatus, but Network Rail may, in its reasonable discretion, select the means of prevention and the method of their execution, and in relation to such modifications paragraph 5(1) has effect subject to this sub-paragraph.

(6) The undertaker shall use reasonable endeavours not to allow the use or operation of the authorised development (or any part, section and/or component of the authorised development (as applicable)) in a manner that causes EMI and which introduces an intolerable risk to the operation of the railway or the safety of the track workers (such intolerable risk would include introducing exposure to electric and magnetic fields in excess of the requirements of the Control of Electromagnetic Fields at Work Regulations 2016, unacceptable transferred voltage potentials and interference impacting the safe operation of signalling equipment), until measures have been taken in accordance with this paragraph to reduce the risk to tolerable levels of EMI.

(7) In the event of EMI having occurred—

(a) the undertaker must afford reasonable facilities to Network Rail for access to the undertaker's apparatus in the investigation of such EMI;

(b) Network Rail must afford reasonable facilities to the undertaker for access to Network Rail's apparatus in the investigation of such EMI; and

(c) Network Rail must make available to the undertaker any additional material information in its possession reasonably requested by the undertaker in respect of Network Rail's apparatus or such EMI.

(8) Where Network Rail approves modifications to Network Rail's apparatus pursuant to sub-paragraphs (5) or (6)—

(a) Network Rail must allow the undertaker reasonable facilities for the inspection of the relevant part of Network Rail's apparatus; and

(b) any modifications to Network Rail's apparatus approved pursuant to those sub-paragraphs must be carried out and completed by the undertaker in accordance with paragraph 6.

(9) To the extent that it would not otherwise do so, the indemnity in paragraph 14(1) applies to the costs and expenses reasonably incurred or losses suffered by Network Rail through the implementation of the provisions of this paragraph (including costs incurred in connection with the consideration of proposals, approval of plans, supervision and inspection of works and facilitating access to Network Rail's apparatus) or in consequence of any EMI to which sub-paragraph (6) applies.

(10) For the purpose of paragraph 10(1)(a) any modifications to Network Rail's apparatus under this paragraph shall be deemed to be protective works referred to in that paragraph.

(11) In relation to any dispute arising under this paragraph the reference in article 62 (arbitration) to the Secretary of State shall be read as a reference to the Institution of Engineering and Technology.

12. If at any time after the completion of a specified work, not being a work vested in Network Rail, Network Rail 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 of railway property, 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 railway property.

13. The undertaker must not provide any illumination or illuminated sign or signal on or in connection with a specified work in the vicinity of any railway belonging to Network Rail unless

it has first consulted Network Rail and it must comply with Network Rail's reasonable requirements for preventing confusion between such illumination or illuminated sign or signal and any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway.

14.—(1) The undertaker must pay to Network Rail all reasonable and proper costs, charges, damages and expenses not otherwise provided for in this Part of this Schedule (subject to article 57 (no double recovery)) which may be occasioned to or reasonably incurred by Network Rail—

(a) by reason of the construction, maintenance or operation of a specified work or the failure thereof;

(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;

(c) by reason of any act or omission of the undertaker or any person in its employ or of its contractors or others whilst accessing to or egressing from the authorised development;

(d) in respect of any damage caused to or additional maintenance required to, railway property or any such interference or obstruction or delay to the operation of the railway as a result of access to or egress from the authorised development by the undertaker or any person in its employ or of its contractors or others; or

(e) in respect of costs incurred by Network Rail in complying with any railway operational procedures or obtaining any regulatory consents which procedures are required to be followed or consents obtained to facilitate the carrying out or operation of the authorised development,

and the undertaker must indemnify and keep indemnified Network Rail from and against all 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 by Network Rail on behalf of the undertaker or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under the engineer's supervision shall not (if it was done without negligence on the part of Network Rail 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) Network Rail must—

(a) give the undertaker reasonable written notice of any such claims or demands referred to in sub-paragraph (1) as soon as reasonably practicable after Network Rail become aware of the same;

(b) not make any settlement or compromise of such a claim or demand without the prior consent of the undertaker;

(c) take all steps as are within its control and are reasonable in the circumstances to mitigate any liabilities relating to such claims or demands; and

(d) keep the undertaker informed where reasonably practicable to do so and have regard to the undertaker's representations in relation to any such claims or demands referred to in sub-paragraph (1).

(3) In no circumstances shall the undertaker be liable to Network Rail under sub-paragraph (1) for any indirect or consequential loss or loss of profits, save that the sums payable by the undertaker under sub-paragraph (1) shall, if relevant, include a sum equivalent to the relevant costs in circumstances where Network Rail is liable to make payment of the relevant costs pursuant to the terms of an agreement between Network Rail and a train operator.

(4) If requested by the undertaker, Network Rail shall use reasonable endeavours to provide the undertaker with an estimate of the relevant costs in advance of any such liability occurring.

(5) If requested by the undertaker, Network Rail shall use reasonable endeavours to assist the undertaker in locating a copy of such agreement (or agreements) and to assist the undertaker in ascertaining the extent of Network Rail's potential liability under such agreement (or agreements).

(6) Nothing in sub-paragraph (1) shall impose any liability on the undertaker in respect of any costs, charges, damages and expenses to the extent that it is attributable to the act, omission, default or negligence of Network Rail or its officers, servants, contractors or agents.

(7) Subject to the terms of any agreement between Network Rail and a train operator regarding the timing or method of payment of the relevant costs in respect of that train operator, Network Rail must promptly pay to each train operator the amount of any sums which Network Rail receives under sub-paragraph (3) which relates to the relevant costs of that train operator.

(8) In this paragraph—

"the relevant costs" means the costs, losses and expenses (including loss of revenue) reasonably incurred by each train operator as a consequence of any specified work including but not limited to any restriction of the use of Network Rail's railway network as a result of the construction, maintenance or failure of a specified work or any such act or omission as mentioned in sub-paragraph (1); and

"train operator" means any person who is authorised to act as the operator of a train by a licence under section 8 of the Railways Act 1993.

15. Network Rail must, on receipt of a request from the undertaker, from time to time provide the undertaker 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 of this Schedule (including the amount of the relevant costs mentioned in paragraph 14) 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 pursuant to this Part of this Schedule (including any claim relating to those relevant costs).

16. In the assessment of any sums payable to Network Rail under this Part of this Schedule 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 Network Rail 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 of this Schedule or increasing the sums so payable.

17. The undertaker and Network Rail may, subject in the case of Network Rail to compliance with the terms of its network licence, enter into, and carry into effect, agreements for the transfer or grant to the undertaker of—

(a) any railway property shown on the works and land plans and described in the book of reference;

(b) any lands, works or other property held in connection with any such railway property; and

(c) any rights and obligations (whether or not statutory) of Network Rail relating to any railway property or any lands, works or other property referred to in this paragraph.

18. Nothing in this Order, or in any enactment incorporated with or applied by this Order, prejudices or affects the operation of Part I of the Railways Act 1993.

19. The undertaker must give written notice to Network Rail if any application is proposed to be made by the undertaker for the Secretary of State's consent under article 7 (consent to transfer benefit of Order) of this Order and any such notice must be given no later than 10 business 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.

20. The undertaker must no later than 20 business days from the date that the plans submitted to and certified by the Secretary of State in accordance with article 60 (certification of documents) are certified by the Secretary of State, provide a set of those plans to Network Rail in an electronic format specified by Network Rail.

21. In relation to any dispute arising under this Part of this Schedule (except for those disputes referred to in paragraph 11(11)) the provisions of article 62 (arbitration) shall not apply and any such dispute, unless otherwise provided for, must be referred to and settled by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the President of the Institution of Civil Engineers.

PART 17

FOR THE PROTECTION OF THE LTC UNDERTAKER

Application

1. The provisions of this Part of this Schedule apply for the protection of the LTC undertaker and have effect unless otherwise agreed in writing between the undertaker and the LTC undertaker.

Interpretation

2.—(1) In this Part of this Schedule—

"detailed design information" means such of the following information as is relevant to the specified works or, as the case may be, the works authorised by the 2025 Order—

(a) the timing and programme of works;

(b) detailed design of works, including works to highways, utilities and drainage;

(c) site clearance details;

(d) topographical surveys;

(e) earthworks;

(f) boundary, environmental and mitigation fencing;

(g) landscaping and habitat creation;

(h) construction, alteration and use of temporary and permanent access and egress routes into, from and adjacent to the interface area;

(i) maintenance and repair strategy;

(j) health and safety information, including compliance with the Construction (Design and Management) Regulations 2015;

(k) any works which require departures from DMRB standards;

(l) control and security of works, apparatus and working areas;

(m) code of construction practice;

(n) the approach to discharging requirements under this Order;

(o) removal of temporary works and the approach to reinstatement of land held temporarily; and

(p) such other information as may be reasonably required by the undertaker or the LTC undertaker as a consequence of the cooperation and coordination undertaken pursuant to paragraph 3;

"DMRB" means the Design Manual for Roads and Bridges or any replacement or modification of it;

"interface area" means land which falls within both the Order Limits of this Order and the Order Limits of the 2025 Order;

"specified work" means any work or works authorised by this Order which would be situated on, under, over, or within the interface area.

(2) Where the terms used in this Part of this Schedule are defined in article 2 (interpretation) of this Order are inconsistent with sub-paragraph (1) above the latter prevail.

(3) Both the LTC Undertaker and any of its approved contractors shall have the benefit of this Part of Schedule 16 but for the purposes of any approvals required under this Part the undertaker shall liaise directly with the LTC undertaker.

Cooperation

3.—(1) The undertaker must use all reasonable endeavours to avoid any conflict arising between the carrying out, maintenance and operation of the authorised development and the works authorised by the 2025 Order.

(2) The undertaker and the LTC undertaker must each act in good faith and use all reasonable endeavours to cooperate with, and provide such timely assistance to, one another as may be required to ensure the safe, economic and efficient co-ordination of the execution of the authorised development and the works authorised by the 2025 Order.

(3) Without prejudice to the generality of sub-paragraph (2), the undertaker and the LTC undertaker must:

(a) provide a point of contact for continuing liaison and co-ordination throughout the construction and operation of the authorised development and the works authorised by the 2025 Order;

(b) hold bi-monthly programming and coordination meetings, unless otherwise agreed by the parties, until the completion of the authorised development and the works authorised by the 2025 Order (whichever is the latest) with the aim of:

(i) ensuring that matters within the scope of paragraphs 4 and 5 are addressed as expeditiously and efficiently as possible; and

(ii) facilitating the prompt exchange of information in respect of works, activities or other operations, including the temporary closure or permanent stopping-up or diversion of any street or highway, which are proposed to be carried out outside of the interface area but which either the undertaker or the LTC undertaker reasonably consider may adversely impact upon works, activities or other operations to be undertaken within the interface area;

(c) to the extent that relevant information has been provided to each party within a timely manner, take all reasonable steps to ensure that all plans and other documents as submitted for approval under the requirements of this Order and under the 2025 Order do not unreasonably impede or interfere with the construction of the authorised development or the works authorised by the 2025 Order, and

(d) keep each other informed of, and have regard to, the anticipated programme of works for the authorised development and the works authorised by the 2025 Order in order to facilitate a co-ordinated approach to construction programming, land assembly, and the carrying out of works in connection with the authorised development and the 2025 Order.

Exercise of powers

4.—(1) A specified work, or part thereof, must not commence until—

(a) the undertaker has provided the LTC undertaker with the detailed design information for that specified work or part thereof;

(b) the LTC undertaker has itself provided the undertaker with such detailed design information concerning the works authorised by the 2025 Order as is relevant to the carrying out of the specified work or part thereof; and

(c) the LTC undertaker has given its prior approval (not to be unreasonably withheld or delayed) as to the co-ordination of the execution of the specified work or part thereof in a manner which facilitates the safe, economic and efficient execution of works authorised by the 2025 Order within the interface area.

(2) The undertaker must not exercise powers under:

(a) article 16 (temporary closure of streets and public rights of way);

(b) article 20 (discharge of water); and

(c) this Order to compulsorily acquire, take temporary possession of, or otherwise access land within the interface area,

without having first obtained the prior approval of the LTC undertaker (not to be unreasonably withheld or delayed).

(3) In providing the prior approval referred to in sub-paragraphs (1)(c) and (2) the LTC undertaker must have regard to the cooperation and coordination undertaken pursuant to paragraph 3, and ensure that its approval is given in writing and must set out any terms, requirements or conditions under which those powers are to be exercised.

(4) For the avoidance of doubt, the parties understand that any terms, requirements or conditions referred to in sub-paragraph (3) must not be intended to:

(a) constitute the imposition of a moratoria on the carrying out of the authorised development;

(b) be of a nature whereby compliance with those terms, requirements or conditions would constitute a breach of this Order; or

(c) be contrary to the duties of cooperation set out in sub-paragraph (3) of this Part.

(5) The undertaker must not exercise powers under article 21 (protective works to buildings) over any part of the interface area without having first consulted with the LTC Undertaker.

(6) Where the LTC undertaker is consulted for the purposes of sub-paragraph (5), the undertaker and the LTC undertaker must promptly, and without unreasonable delay, agree in writing the terms, requirements or conditions under which those powers are to be exercised on, over, under or within the interface area.

(7) For the avoidance of doubt, the parties understand that any terms, requirements or conditions referred to in sub-paragraph (6) must not be intended to:

(a) constitute the imposition of a moratoria on the carrying out of the authorised development or the works authorised by the 2025 Order;

(b) be of a nature whereby compliance with those terms, requirements or conditions would constitute a breach of this Order or the 2025 Order; or

(c) be contrary to the duties of cooperation set out in sub-paragraph (3) of this Part.

LTC compensatory habitat

5.—(1) If the authorised development is commenced in the interface area, the undertaker must, in consultation with the LTC undertaker, carry out and complete Work No. 20 such that not less than 16 hectares of compensatory habitat is created.

(2) The compensatory habitat referred to in sub-paragraph (1) must be carried out in accordance with the Outline Landscape and Ecology Management Plan referred to in paragraph 5 of Schedule to the 2025 Order, as it applies to the Hoford Road compensatory habitat site as set out in section 6.10 of that document.

(3) For the avoidance of doubt, sub-paragraphs (1) and (2) will not apply in the event that works authorised by the 2025 Order are cancelled, terminated, suspended indefinitely, or otherwise ceased so as to render the 2025 Order authorised development incomplete.[

Costs

6.—(1) The undertaker must, on receipt of an invoice or written breakdown, pay to the LTC undertaker a sum equal to the whole of any reasonable, directly incurred and properly evidenced costs and expenses which the LTC undertaker incurs (including costs and expenses for using internal or external staff) in relation to any approvals or agreements required to be entered into

under this Part of Schedule 16, or in connection with any additional work or action that the LTC undertaker is required to carry out as a result of any of the undertaker's works or exercise of powers within or affecting the interface area including, but not limited to—

(a) any costs reasonably incurred by the LTC undertaker in connection with carrying out any work on behalf of the undertaker under any approval or agreement reached;

(b) the carrying out of any protective works within the interface area, if required;

(c) the survey of land within the interface area, and the inspection and monitoring of any works carried out by the undertaker within the interface area; and

(d) all legal and administrative costs in relation to sub-paragraphs (a) to (c) above.

(2) The LTC undertaker must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs and expenses under sub-paragraph (1) and, if requested to do so by the undertaker, the LTC undertaker must provide an explanation of how those costs and expenses have been minimised.

(3) There will be deducted from any sum payable under sub-paragraph (1) a sum equal to the value of any land or rights acquired by the undertaker on behalf of the LTC undertaker for the purposes of paragraph 5, that sum being calculated following acquisition of the land or rights in question.

Indemnity

7.—(1) The undertaker fully indemnifies the LTC undertaker from and against all costs, claims, expenses, damages, losses and liabilities suffered by the LTC Undertaker directly arising from—

(a) the construction, maintenance or use of specified works by the undertaker; or

(b) the exercise of or failure to exercise any power under this Order by the undertaker,

provided that the undertaker's indemnity will not extend to any loss or claims arising out of or in consequence of any negligent act or default of the LTC undertaker or to the exercise of any powers under the Order which are carried out in compliance with the approval or agreement reached under paragraph 4, unless such exercise of powers is carried out negligently.

(2) The LTC undertaker will—

(a) notify the undertaker upon receipt of any costs, claims, expenses, damages, losses and liabilities referred to in sub-paragraph (1); and

(b) not accept or compromise any claims, charges, costs, expenses, liability or losses to which this indemnity relates without the prior consent of the undertaker which, if it withholds such consent, has the sole conduct of any settlement or compromise or of any proceedings necessary to resist the claim or demand.

Escalation of differences

8.—(1) The undertaker and the LTC undertaker shall use their reasonable endeavours to secure the amicable resolution of any dispute or difference arising between them out of or in connection with this Part in accordance with the following provisions.

(2) The undertaker and the LTC undertaker shall each nominate a representative who shall meet to try to resolve the matter. If the matter is not resolved at that level within ten business days of either the undertaker or the LTC undertaker requesting such a meeting (or such longer period as may be agreed between the undertaker and the LTC undertaker) the matter may at the request of either the undertaker or the LTC undertaker be referred for discussion at a meeting to be attended by a senior executive from each party.

(3) If the meeting between senior executives fails to result in a settlement within ten business days of the date of the request for such a meeting (or if it is not possible to convene a meeting within this period) then the dispute will be determined in accordance with article 62 (arbitration) of this Order.

PART 18

TARCHON ENERGY LIMITED

Application

1. The provisions of this Part have effect unless otherwise agreed in writing between the undertaker and Tarchon.

Interpretation

2. In this Part:

"apparatus" means existing electric lines or existing electrical plant belonging to or maintained by Tarchon together with any replacement apparatus provided under this Part of this Schedule, and includes any structure in which apparatus is lodged or which gives or will give access to apparatus or any apparatus in respect of the Tarchon Project once constructed;

"EACN Substation Area" the land shown in the lands plans as plots 14/1, 14/2, 14/3, 14/7 and 14/109;

"New EACN Substation" means the substation to be constructed within the EACN Substation Area as Work No. 8;

"New EACN Substation Boundary" means the final boundary of the substation to be constructed within the EACN Substation Area as determined by the undertaker;

"Overlap Area" means any land within the Order land that is also within the land that will be defined as the Order land in the proposed Order for the Tarchon Project but excluding the EACN Substation Area;

"Tarchon" means Tarchon Energy Limited (and any successor in title, transferee and lessee, as the case may be) as the undertaker with the benefit of all of part of the proposed Order for the Tarchon Project; and

"Tarchon Project" means the proposed onshore and offshore elements comprising a subsea electricity interconnector of up to 1.8GW (approx.) between Essex, UK and Niederlangen, Germany comprising the construction, operation and maintenance of an onshore converter station, high voltage alternating current cabling, onshore and subsea high voltage direct current cabling and associated infrastructure, which has been designated by the Secretary of State for Energy Security and Net Zero on 7 April 2025 (as may be amended from time to time) as a project of national significance and to be included in an application for development consent submitted by Tarchon.

Compulsory acquisition of land and rights

3. Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to this Order, within the Overlap Area, the undertaker must not acquire any apparatus of Tarchon otherwise than by agreement, such agreement not to be unreasonably withheld or delayed.

4. Regardless of any provision in this Order or anything shown on the land plans or contained in the book of reference to this Order, the undertaker will liaise with Tarchon to cooperate on temporary possession within the Overlap Area.

Protection of Tarchon apparatus

5.—(1) If, in the exercise of the powers conferred by this Order, the undertaker acquires any interest in any land in which any apparatus is placed, that apparatus must not be removed under this Part of this Schedule and any right of Tarchon 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 Tarchon.

(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 Tarchon 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 on the land referred to in sub-paragraph (2), Tarchon, 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) Tarchon must, after the alternative apparatus to be provided or constructed has been agreed or settled by arbitration in accordance with 62 (arbitration), and after the grant to Tarchon 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 of this Schedule.

(5) Regardless of anything in sub-paragraph (4), if the undertaker gives notice in writing to Tarchon 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 Tarchon, must be executed by the undertaker without unnecessary delay under the superintendence, if given, and to the reasonable satisfaction of the statutory undertaker.

(6) Nothing in sub-paragraph (4) 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.

6.—(1) Not less than 20 business days before starting the execution of any works of the type referred to in paragraph 7(2) that are near to, or will or may affect, any apparatus the removal of which has not been required by the undertaker under paragraph 7(2), the undertaker must submit to Tarchon 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 Tarchon for the alteration or otherwise for the protection of the apparatus, or for securing access to it, and Tarchon is entitled to watch and inspect the execution of those works.

(3) Any requirements made by Tarchon under sub-paragraph (2) must be made within a period of 20 business days beginning with the date on which a plan, section and description under sub-paragraph (1) are submitted to it.

(4) If Tarchon in accordance with sub-paragraph (3) 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, paragraphs 1 to 4 apply as if the removal of the apparatus had been required by the undertaker under paragraph 7(2).

(5) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time, but in no case less than 20 business 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.

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

7.—(1) Subject to the following provisions of this paragraph, the undertaker must repay to Tarchon the proper and reasonable expenses reasonably incurred by Tarchon 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 sub-paragraph (1), 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, 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 62 (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 the statutory undertaker in question by virtue of sub paragraph (1) is to be reduced by the amount of that excess.

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

(a) an extension of apparatus to a length greater than the length of existing apparatus is not to 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 cable is agreed, or is determined to be necessary,

the consequential provision of a jointing chamber or of a manhole is to be treated as if it also had been agreed or had been so determined. An amount which apart from this sub-paragraph would be payable to a statutory undertaker in respect of works by virtue of sub-paragraph (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 Tarchon 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

8.—(1) Provided that Tarchon has commenced construction and the conditions below are met, the provisions of paragraphs 8(2) to 8(7) will take effect:

(a) NGET is working within the EACN Substation Area;

(b) NGET is working in an area in which Tarchon either has land rights or is in occupation of and has commenced construction of their apparatus in that area and/or;

(c) NGET is carrying out works within 15 metres of any Tarchon actual works or apparatus;

(d) excepting any works which are works regulated by the connection agreement between the undertaker and National Grid Energy Systems Operator (or a successor thereto) and carried out within the New EACN Substation Boundary which will be governed solely by that agreement and not this Part.

(2) Subject to sub-paragraphs (3) and (4), if by reason or in direct consequence of the construction use or maintenance or failure of any works to which paragraph (1) applies by or on behalf of the undertaker or in direct consequence of any act or default of the undertaker (or any person employed or authorised by him) in the course of carrying out such works, or any subsidence resulting from any of these works, any damage is caused to any apparatus or property of Tarchon, or Tarchon becomes liable to pay any amount to any third party, the undertaker will—

(a) bear and pay on demand accompanied by an invoice or claim from Tarchon the cost reasonably and properly incurred by Tarchon in making good such damage or restoring the supply; and

(b) indemnify Tarchon for any other expenses, loss, demands, proceedings, damages, claims, penalty or costs incurred by or recovered from Tarchon, by reason or in consequence of any such damage or interruption or Tarchon becoming liable to any third party other than arising from any default of Tarchon.

(3) The fact that any act or thing may have been done by Tarchon on behalf of the undertaker or in accordance with a plan agreed with Tarchon or in accordance with any requirement of Tarchon or under its supervision will not (unless sub-paragraph (4) applies), excuse the undertaker from liability under the provisions of sub-paragraph (2) unless Tarchon fails to carry out and execute the works properly with due care and attention and in a skillful and workman like manner or in a manner that accords with the approved plan.

(4) Nothing in sub-paragraph (2) shall impose any liability on the undertaker in respect of—

(a) any damage or interruption to the extent that it is attributable to the neglect or default of Tarchon, its officers, servants, contractors or agents; or

(b) any indirect or consequential loss of any third party (including but not limited to loss of use, revenue, profit, contract, production, increased cost of working or business interruption) arising from any such damage or interruption, which is not reasonably foreseeable.

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

(6) Tarchon must, in respect of any matter covered by the indemnity given by the undertaker in this paragraph, at all times act reasonably and in the same manner as it would as if settling third party claims on its own behalf from its own funds.

(7) Tarchon must use its reasonable endeavours to mitigate and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph applies where it is within Tarchon's reasonable ability and control to do so and which expressly excludes any obligation to mitigate liability arising from third parties which is outside of Tarchon's control and if reasonably requested to do so by the undertaker Tarchon must provide an explanation of how the claim has been minimised, where relevant.

Disputes

9. Any dispute arising between the undertaker and Tarchon under this Part of this Schedule, is to be determined by arbitration under article 62 (arbitration).

PART 19

FOR THE PROTECTION OF SCOTTISHPOWER RENEWABLES (UK) LIMITED

Application

1.—(1) For the protection of ScottishPower Renewables (UK) Limited, the following provisions have effect unless otherwise agreed in writing between the undertaker and ScottishPower Renewables (UK) Limited.

(2) Subject to sub-paragraph 1(3) and to the extent otherwise agreed in writing between the undertaker and ScottishPower Renewables (UK) Limited, where the benefit of this Order insofar as it concerns the specified works is transferred or granted to another person under article 7 (consent to transfer benefit of Order) any agreement of the type mentioned in sub-paragraph (1) has effect as if it had been made between ScottishPower Renewables (UK) Limited and the transferee or grantee (as the case may be).

(3) This provision 1 does not apply to:

(a) any transfer or grant in respect of which the consent of the Secretary of State is not required by virtue of article 7(6) of the Order; or

(b) any transfer or grant to Openreach (as defined in the Order) in respect of which the consent of the Secretary of State is not required by virtue of article 7(7) of the Order.

Interpretation

2. In this Part of this Schedule—

"apparatus" means any apparatus in situ including the statutory undertaker's underground cables running beneath the access road running from Bullen Lane to the EA3 or EA1 substations, the SuDS Pond, above ground installations, or other apparatus belonging to or maintained by the statutory undertaker for the purposes of the statutory undertaker's undertaking together with any replacement apparatus;

"authorised development" has the same meaning as is given to the term in article 2 (interpretation) of this Order and includes any associated development authorised by the Order;

"EA1" means the East Anglia ONE Offshore Windfarm as authorised by the East Anglia ONE Offshore Wind Farm Order 2017;

"EA3" means the East Anglia THREE Offshore Windfarm as authorised by the East Anglia THREE Offshore Wind Farm Order 2017;

"SuDS Pond" means the sustainable drainage system pond provided in respect of the East Anglia THREE and East Anglia ONE offshore windfarms;

"specified works" means any of the authorised works or activities undertaken in association with the authorised development which:

(a) will or may be situated over or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 3(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 3(2) or otherwise "statutory undertaker" means, in relation to any particular provision of these protective provisions and any part of the authorised development to which the provision relates, East Anglia THREE Limited or East Anglia ONE Limited or any other such party who from time to time has the benefit of, or part of, the East Anglia THREE Offshore Wind Farm Order 2017 or the East Anglia ONE Offshore Wind Farm Order 2017 insofar as that provision relates to works, assets, rights or statutory powers the benefit of which has been validly transferred to that transferee at the relevant time;

"statutory undertaker" means, in relation to any particular provision of the protective provisions of East Anglia THREE Limited or East Anglia ONE Limited and any part of the authorised development to which the provision relates, East Anglia THREE Limited or East Anglia ONE Limited or any other such party who from time to time has the benefit of, or part of, the East Anglia THREE Offshore Wind Farm Order 2017 or the East Anglia ONE Offshore Wind Farm Order 2017 insofar as that provision relates to works, assets, rights or statutory powers the benefit of which has been validly transferred to that transferee at the relevant time, excluding TC East Anglia One OFTO Limited.

Acquisition of land and removal of apparatus

3.—(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 undertaker may not exercise the powers under the Order in such a way as to extinguish ScottishPower Renewables (UK) Limited's existing access rights along Bullen Lane and the access road to the EA3 and EA1 substations without any simultaneous regrant of the same rights or otherwise put ScottishPower Renewables (UK) Limited back into the substantially same position in respect of its existing land rights to access along Bullen Lane and the access road to the EA3 and EA1 substations.

(2) 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 undertaker may not exercise the powers under the Order in such a way as to extinguish ScottishPower Renewables (UK) Limited's existing land rights related to the apparatus without any simultaneous regrant of the same rights or otherwise put ScottishPower Renewables (UK) Limited's back into the substantially same position in respect of its existing land rights to the apparatus.

(3) 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 undertaker may not acquire any apparatus held by ScottishPower Renewables (UK) Limited's otherwise than by agreement.

(4) 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 undertaker may not exercise powers of compulsory acquisition nor of temporary possession in respect of the land plot B-20/199 inclusive of the land up to and within the inner fenceline perimeter of the EA1 substation only.

Interface Agreement

4. The undertaker shall use reasonable endeavours to enter into the interface agreement prior to the commencement of any specified works with the statutory undertaker.

Retained apparatus protection

5.—(1) No stage of the authorised development within 15 metres of either the fenced area round the EA3 or EA1 substations or the 400kV underground cables connecting the EA3 or EA1 substations to the National Grid substation may commence until the undertaker has submitted to the statutory undertaker a plan of the proposed works.

(2) The plan to be submitted to the undertaker 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 etc.;

(d) the position of all apparatus;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and

(f) any intended maintenance regimes.

(3) The undertaker must not commence any works to which sub-paragraphs (1) and (2) apply until the statutory undertaker has given written approval of the plan so submitted.

(4) Any approval of the statutory undertaker required under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub paragraphs (5) or (7); and,

(b) must not be unreasonably withheld or delayed.

(5) In relation to any work to which sub-paragraphs (1) and/or (2) apply the statutory undertaker may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) and (2) or as relevant sub-paragraph (4), as approved or as amended from time to time by agreement between the undertaker and the statutory undertaker and in accordance with all conditions imposed under sub-paragraph (4)(a), and statutory undertaker will be entitled to watch and inspect the execution of those works.

(7) Where the statutory undertaker requires any protective works to be carried out by itself or by the 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 submitted pursuant to this paragraph, must be carried out to the statutory undertaker's reasonable satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required prior to commencement.

(8) If the statutory undertaker, 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, sub paragraphs (1) to (5) apply as if the removal of the apparatus had been required by the undertaker under paragraph 3(2).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(10) The 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 the statutory undertaker notice as soon as is reasonably practicable and a plan of those works and must comply with the conditions imposed under sub-paragraph (4) insofar as is reasonably practicable in the circumstances.

Access

6.—(1) The undertaker is to use best endeavours to ensure that ScottishPower Renewables (UK) Limited's access along Bullen Lane and the access road to the EA3 and EA1 substations is maintained by the undertaker throughout the construction and operation of the authorised development in accordance with ScottishPower Renewables (UK) Limited's existing land rights at all times.

(2) The undertaker is to use best endeavours to ensure that ScottishPower Renewables (UK) Limited's access to the SuDS Pond from the EA3 and EA1 substations and the access road is maintained by the undertaker throughout the construction and operation of the authorised development in accordance with their existing land rights at all times.

(3) Without prejudice to the generality of any other protection afforded to the statutory undertaker elsewhere in the Order, where Bullen Lane is to be temporarily closed under article 14 (streets subject to alteration of layout) or article 16 (streets to be temporarily closed for which no diversion is to be provided), the statutory undertaker will be at liberty at all times to take all necessary access across Bullen Lane.

Expenses

7.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to the statutory undertaker on demand all charges, costs and expenses reasonably and properly incurred by the statutory undertaker in, or in connection with the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in this Part of this Schedule.

(2) There must 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 any new or alternative apparatus that value being calculated after removal by the undertaker (who will provide reasonable evidence of such value).

(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 undertaker or, in default of agreement, is not determined by arbitration in accordance with article 62 (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 the statutory undertaker by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus.

Arbitration

8. Save for differences or disputes arising under paragraph 4 (Retained apparatus protection) any difference or dispute arising between the undertaker and ScottishPower Renewables (UK) Limited under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and the statutory undertaker, be determined by being referred to and settled by a single arbitrator to be agreed between the parties, or failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the President of the Institute of Civil Engineers and in settling any difference or dispute, the arbitrator must have regard to the requirements of the statutory undertaker for ensuring the safe, economic and efficient operation of the statutory undertaker's apparatus.

PART 20

FOR THE PROTECTION OF TC EAST ANGLIA ONE LIMITED

Application

1. For the protection of the statutory undertaker the following provisions have effect unless otherwise agreed in writing between the undertaker and the statutory undertaker.

Interpretation

2. In this Part of this Schedule—

"apparatus" means any apparatus in situ including the statutory undertaker's underground cables running beneath the access road running from Bullen Lane to the EA1 substation, the SuDS Pond, above ground installations, or other apparatus belonging to or maintained by the statutory undertaker for the purposes of the statutory undertaker's undertaking together with any replacement apparatus;

"authorised development" has the same meaning as is given to the term in article 2 (interpretation) of this Order and includes any associated development authorised by the Order;

"EA1" means the East Anglia ONE Offshore Windfarm as authorised by the East Anglia ONE Offshore Wind Farm Order 2014;

"SuDS Pond" means the sustainable drainage system pond in respect of the East Anglia THREE Offshore Windfarm as authorised by the East Anglia THREE Offshore Wind Farm Order 2017 and East Anglia ONE Offshore Windfarm as authorised by the East Anglia ONE Offshore Wind Farm Order 2017;

"specified work" means any of the authorised works or activities undertaken in association with the authorised development which:

(a) will or may be situated over or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 3(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 3(2) or otherwise "statutory undertaker" means, in relation to any particular provision of these protective provisions and any part of the authorised development to which the provision relates, East Anglia ONE Limited or any other such party who from time to time has the benefit of, or part of, the East Anglia ONE Offshore Wind Farm Order 2017 insofar as that provision relates to works, assets, rights or statutory powers the benefit of which has been validly transferred to that transferee at the relevant time.

"statutory undertaker" means, in relation to any particular provision of these protective provisions and any part of the authorised development to which the provision relates, TC East Anglia ONE Limited or any other such party who from time to time has the benefit of, or part of, the East Anglia ONE Offshore Wind Farm Order 2014 insofar as that provision relates to works, assets, rights or statutory powers the benefit of which has been validly transferred to that transferee at the relevant time.

Acquisition of land and removal of apparatus

3.—(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 undertaker may not exercise the powers under the Order in such a way as to extinguish the statutory undertaker's existing access rights along Bullen Lane and the access road to the EA1 substation without any simultaneous regrant of the same rights or otherwise put the statutory undertaker back into the substantially same position in respect of its existing land rights to access along Bullen Lane and the access road to the EA1 substation.

(2) 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 undertaker may not exercise the powers under the Order in such a way as to extinguish the statutory undertaker's existing land rights related to the apparatus without any simultaneous regrant of the same rights or otherwise put the statutory undertaker back into the substantially same position in respect of its existing land rights to the apparatus.

(3) 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 undertaker may not acquire any apparatus held by the statutory undertaker otherwise than by agreement.

(4) 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 undertaker may not exercise powers of compulsory acquisition nor of temporary possession in respect of the land plot B-20/199 inclusive of the land up to and within the inner fenceline perimeter of the EA1 substation only.

Interface Agreement

4. The undertaker shall use reasonable endeavours to enter into the interface agreement prior to the commencement of any specified works with the statutory undertaker.

Retained apparatus protection

5.—(1) No stage of the authorised development within 15 metres of either the fenced area round the EA1 substation or the 400kV underground cable connecting the EA1 substation to the National Grid substation may commence until the undertaker has submitted to the statutory undertaker a plan of the proposed works.

(2) The plan to be submitted to the undertaker 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 etc.;

(d) the position of all apparatus;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and

(f) any intended maintenance regimes.

(3) The undertaker must not commence any works to which sub-paragraphs (1) and (2) apply until the statutory undertaker has given written approval of the plan so submitted.

(4) Any approval of the statutory undertaker required under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub paragraphs (5) or (7); and,

(b) must not be unreasonably withheld or delayed.

(5) In relation to any work to which sub-paragraphs (1) and/or (2) apply, the statutory undertaker may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) and (2) or as relevant sub-paragraph (4), as approved or as amended from time to time by agreement between the undertaker and the statutory undertaker and in accordance with all conditions imposed under sub-paragraph (4)(a), and statutory undertaker will be entitled to watch and inspect the execution of those works.

(7) Where the statutory undertaker requires any protective works to be carried out by itself or by the 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 submitted pursuant to this paragraph, must be carried out to the statutory undertaker's reasonable satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required prior to commencement

(8) If the statutory undertaker, 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, sub paragraphs (1) to (5) apply as if the removal of the apparatus had been required by the undertaker under paragraph 3(2).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(10) The 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 the statutory undertaker notice as soon as is reasonably practicable and a plan of those works and must comply with the conditions imposed under sub-paragraph (4) insofar as is reasonably practicable in the circumstances.

Access

6.—(1) The undertaker is to use best endeavours to ensure that the statutory undertaker's access along Bullen Lane and the access road to the EA1 substation is maintained by the undertaker throughout the construction and operation of the authorised development in accordance with the statutory undertaker's existing land rights at all times.

(2) The undertaker is to use best endeavours to ensure that the statutory undertaker's access to the SuDS Pond from the EA1 substation and the access road is maintained by the undertaker throughout the construction and operation of the authorised development in accordance with their existing land rights at all times.

(3) Without prejudice to the generality of any other protection afforded to the statutory undertaker elsewhere in the Order, where Bullen Lane is to be temporarily closed under article 14 (streets subject to alteration of layout) or article 16 (streets to be temporarily closed for which no diversion is to be provided), the statutory undertaker will be at liberty at all times to take all necessary access across Bullen Lane.

Expenses

7.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to the statutory undertaker on demand all charges, costs and expenses reasonably and properly incurred by the statutory undertaker in, or in connection with the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in this Part of this Schedule.

(2) There must 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 any new or alternative apparatus that value being calculated after removal by the undertaker (who will provide reasonable evidence of such value).

(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 undertaker or, in default of agreement, is not determined by arbitration in accordance with article 62 (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 the statutory undertaker by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus.

Arbitration

8. Save for differences or disputes arising under paragraph 5 (Retained apparatus protection) any difference or dispute arising between the undertaker and the statutory undertaker under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and the statutory undertaker, be determined by being referred to and settled by a single arbitrator to be agreed between the parties, or failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the President of the Institute of Civil Engineers and in settling any difference or dispute, the arbitrator must have regard to the requirements of the statutory undertaker for ensuring the safe, economic and efficient operation of the statutory undertaker's apparatus.

PART 21

FOR THE PROTECTION OF EAST ANGLIA ONE LIMITED

Application

1. For the protection of the statutory undertaker the following provisions have effect unless otherwise agreed in writing between the undertaker and the statutory undertaker.

Interpretation

2. In this Part of this Schedule—

"apparatus" means any apparatus in situ including the statutory undertaker's underground cables running beneath the access road running from Bullen Lane to the EA1 substation, the SuDS Pond, above ground installations, or other apparatus belonging to or maintained by the statutory undertaker for the purposes of the statutory undertaker's undertaking together with any replacement apparatus;

"authorised development" has the same meaning as is given to the term in article 2 (interpretation) of this Order and includes any associated development authorised by the Order;

"EA1" means the East Anglia ONE Offshore Windfarm as authorised by the East Anglia ONE Offshore Wind Farm Order 2014;

"SuDS Pond" means the sustainable drainage system pond in respect of the East Anglia THREE Offshore Windfarm as authorised by the East Anglia THREE Offshore Wind Farm Order 2017 and East Anglia ONE Offshore Windfarm as authorised by the East Anglia ONE Offshore Wind Farm Order 2017;

"specified work" means any of the authorised works or activities undertaken in association with the authorised development which:

(a) will or may be situated over or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 3(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 3(2) or otherwise "statutory undertaker" means, in relation to any particular provision of these protective provisions and any part of the authorised development to which the provision relates, East Anglia ONE Limited or any other such party who from time to time has the benefit of, or part of, the East Anglia ONE Offshore Wind Farm Order 2017 insofar as that provision relates to works, assets, rights or statutory powers the benefit of which has been validly transferred to that transferee at the relevant time;

"statutory undertaker" means, in relation to any particular provision of these protective provisions and any part of the authorised development to which the provision relates, East Anglia ONE Limited or any other such party who from time to time has the benefit of, or part of, the East Anglia ONE Offshore Wind Farm Order 2014 insofar as that provision relates to works, assets, rights or statutory powers the benefit of which has been validly transferred to that transferee at the relevant time, excluding TC East Anglia One OFTO Limited.

Acquisition of land and removal of apparatus

3.—(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 undertaker may not exercise the powers under the Order in such a way as to extinguish the statutory undertaker's existing access rights along Bullen Lane and the access road to the EA1 substation without any simultaneous regrant of the same rights or otherwise put the statutory undertaker back into the substantially same position in respect of its existing land rights to access along Bullen Lane and the access road to the EA1 substation.

(2) 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 undertaker may not exercise the powers under the Order in such a way as to extinguish the statutory undertaker's existing land rights related to the apparatus without any simultaneous regrant of the same rights or otherwise put the statutory undertaker back into the substantially same position in respect of its existing land rights to the apparatus.

(3) 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 undertaker may not acquire any apparatus held by the statutory undertaker otherwise than by agreement.

(4) 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 undertaker may not exercise powers of compulsory

acquisition nor of temporary possession in respect of the land plot B-20/199 inclusive of the land up to and within the inner fenceline perimeter of the EA1 substation only.

Interface Agreement

4. The undertaker shall use reasonable endeavours to enter into the interface agreement prior to the commencement of any specified works with the statutory undertaker.

Retained apparatus protection

5.—(1) No stage of the authorised development within 15 metres of either the fenced area round the EA1 substation or the 400kV underground cable connecting the EA1 substation to the National Grid substation may commence until the undertaker has submitted to the statutory undertaker a plan of the proposed works.

(2) The plan to be submitted to the undertaker 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 etc.;

(d) the position of all apparatus;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and

(f) any intended maintenance regimes.

(3) The undertaker must not commence any works to which sub-paragraphs (1) and (2) apply until the statutory undertaker has given written approval of the plan so submitted.

(4) Any approval of the statutory undertaker required under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub paragraphs (5) or (7); and

(b) must not be unreasonably withheld or delayed.

(5) In relation to any work to which sub-paragraphs (1) and/or (2) apply, the statutory undertaker may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) and (2) or as relevant sub-paragraph (4), as approved or as amended from time to time by agreement between the undertaker and the statutory undertaker and in accordance with all conditions imposed under sub-paragraph (4)(a), and statutory undertaker will be entitled to watch and inspect the execution of those works.

(7) Where the statutory undertaker requires any protective works to be carried out by itself or by the 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 submitted pursuant to this paragraph, must be carried out to the statutory undertaker's reasonable satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required prior to commencement.

(8) If the statutory undertaker, 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, sub paragraphs (1) to (5) apply as if the removal of the apparatus had been required by the undertaker under paragraph 3(2).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(10) The 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 the statutory undertaker notice as soon as is reasonably practicable and a plan of those works and must comply with the conditions imposed under sub-paragraph (4) insofar as is reasonably practicable in the circumstances.

Access

6.—(1) The undertaker is to use best endeavours to ensure that the statutory undertaker's access along Bullen Lane and the access road to the EA1 substation is maintained by the undertaker throughout the construction and operation of the authorised development in accordance with the statutory undertaker's existing land rights at all times.

(2) The undertaker is to use best endeavours to ensure that the statutory undertaker's access to the SuDS Pond from the EA1 substation and the access road is maintained by the undertaker throughout the construction and operation of the authorised development in accordance with their existing land rights at all times.

(3) Without prejudice to the generality of any other protection afforded to the statutory undertaker elsewhere in the Order, where Bullen Lane is to be temporarily closed under article 14 (streets subject to alteration of layout) or article 16 (streets to be temporarily closed for which no diversion is to be provided), the statutory undertaker will be at liberty at all times to take all necessary access across Bullen Lane.

Expenses

7.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to the statutory undertaker on demand all charges, costs and expenses reasonably and properly incurred by the statutory undertaker in, or in connection with the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in this Part of this Schedule.

(2) There must 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 any new or alternative apparatus that value being calculated after removal by the undertaker (who will provide reasonable evidence of such value).

(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 undertaker or, in default of agreement, is not determined by arbitration in accordance with article 62 (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 the statutory undertaker by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus.

Arbitration

8. Save for differences or disputes arising under paragraph 5 (Retained apparatus protection) any difference or dispute arising between the undertaker and the statutory undertaker under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and the statutory undertaker, be determined by being referred to and settled by a single arbitrator to be agreed between the parties, or failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the President of the Institute of Civil Engineers and in settling any difference or dispute, the arbitrator must have regard to the requirements of the statutory undertaker for ensuring the safe, economic and efficient operation of the statutory undertaker's apparatus.

PART 22

FOR THE PROTECTION OF EAST ANGLIA THREE LIMITED

Application

1. For the protection of the statutory undertaker the following provisions have effect unless otherwise agreed in writing between the undertaker and the statutory undertaker.

Interpretation

2. In this Part of this Schedule—

"apparatus" means any apparatus in situ including the statutory undertaker's underground cables running beneath the access road running from Bullen Lane to the EA3 substation, the SuDS Pond, above ground installations, or other apparatus belonging to or maintained by the statutory undertaker for the purposes of the statutory undertaker's undertaking together with any replacement apparatus;

"authorised development" has the same meaning as is given to the term in article 2 (interpretation) of this Order and includes any associated development authorised by the Order;

"SuDS Pond" means the sustainable drainage system pond in respect of the East Anglia THREE Offshore Windfarm as authorised by the East Anglia THREE Offshore Wind Farm Order 2017 and East Anglia ONE Offshore Windfarm as authorised by the East Anglia ONE Offshore Wind Farm Order 2017;

"EA3" means the East Anglia THREE Offshore Windfarm as authorised by the East Anglia THREE Offshore Wind Farm Order 2017;

"specified work" means any of the authorised works or activities undertaken in association with the authorised development which:

(a) will or may be situated over or within 15 metres measured in any direction of any apparatus the removal of which has not been required by the undertaker under paragraph 3(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 3(2) or otherwise "statutory undertaker" means, in relation to any particular provision of these protective provisions and any part of the authorised development to which the provision relates, East Anglia THREE Limited or any other such party who from time to time has the benefit of, or part of, the East Anglia THREE Offshore Wind Farm Order 2017 insofar as that provision relates to works, assets, rights or statutory powers the benefit of which has been validly transferred to that transferee at the relevant time.

Acquisition of land and removal of apparatus

3.—(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 undertaker may not exercise the powers under the Order in such a way as to extinguish the statutory undertaker's existing access rights along Bullen Lane and the access road to the EA3 substation without any simultaneous regrant of the same rights or otherwise put the statutory undertaker back into the substantially same position in respect of its existing land rights to access along Bullen Lane and the access road to the EA3 substation.

(2) 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 undertaker may not exercise the powers under the Order in such a way as to extinguish the statutory undertaker's existing land rights related to the apparatus without any simultaneous regrant of the same rights or otherwise put the statutory undertaker back into the substantially same position in respect of its existing land rights to the apparatus.

(3) 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 undertaker may not acquire any apparatus held by the statutory undertaker otherwise than by agreement.

Interface Agreement

4. The undertaker shall use reasonable endeavours to enter into the interface agreement prior to the commencement of any specified works with the statutory undertaker.

Retained apparatus protection

5.—(1) No stage of the authorised development within 15 metres of either the fenced area round the EA3 substation or the 400kV underground cable connecting the EA3 substation to the National Grid substation may commence until the undertaker has submitted to the statutory undertaker a plan of the proposed works.

(2) The plan to be submitted to the undertaker under sub-paragraph (5) 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 etc.;

(d) the position of all apparatus;

(e) by way of detailed drawings, every alteration proposed to be made to or close to any such apparatus; and

(f) any intended maintenance regimes.

(3) The undertaker must not commence any works to which sub-paragraphs (1) and (2) apply until the statutory undertaker has given written approval of the plan so submitted.

(4) Any approval of the statutory undertaker required under sub-paragraph (3)—

(a) may be given subject to reasonable conditions for any purpose mentioned in sub paragraphs (5) or (7); and

(b) must not be unreasonably withheld or delayed.

(5) In relation to any work to which sub-paragraphs (1) and/or (2) apply, the statutory undertaker may require such modifications to be made to the plans as may be reasonably necessary for the purpose of securing apparatus against interference or risk of damage or for the purpose of providing or securing proper and convenient means of access to any apparatus.

(6) Works to which this paragraph applies must only be executed in accordance with the plan, submitted under sub-paragraph (1) and (2) or as relevant sub-paragraph (4), as approved or as amended from time to time by agreement between the undertaker and the statutory undertaker and

in accordance with all conditions imposed under sub-paragraph (4)(a), and statutory undertaker will be entitled to watch and inspect the execution of those works.

(7) Where the statutory undertaker requires any protective works to be carried out by itself or by the 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 submitted pursuant to this paragraph, must be carried out to the statutory undertaker's reasonable satisfaction prior to the commencement of any authorised works (or any relevant part thereof) for which protective works are required prior to commencement.

(8) If the statutory undertaker, 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, sub paragraphs (1) to (5) apply as if the removal of the apparatus had been required by the undertaker under paragraph 3(2).

(9) Nothing in this paragraph precludes the undertaker from submitting at any time or from time to time a new plan, instead of the plan previously submitted, and having done so the provisions of this paragraph will apply to and in respect of the new plan.

(10) The 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 the statutory undertaker notice as soon as is reasonably practicable and a plan of those works and must comply with the conditions imposed under sub-paragraph (4) insofar as is reasonably practicable in the circumstances.

Access

6.—(1) The undertaker is to use best endeavours to ensure that the statutory undertaker's access along Bullen Lane and the access road to the EA3 substation is maintained by the undertaker throughout the construction and operation of the authorised development in accordance with the statutory undertaker's existing land rights at all times.

(2) The undertaker is to use best endeavours to ensure that the statutory undertaker's access to the SuDS Pond from the EA3 substation and the access road is maintained by the undertaker throughout the construction and operation of the authorised development in accordance with their existing land rights at all times.

(3) Without prejudice to the generality of any other protection afforded to the statutory undertaker elsewhere in the Order, where Bullen Lane is to be temporarily closed under article 14 (streets subject to alteration of layout) or article 16 (streets to be temporarily closed for which no diversion is to be provided), the statutory undertaker will be at liberty at all times to take all necessary access across Bullen Lane.

Expenses

7.—(1) Subject to the following provisions of this paragraph, the undertaker must pay to the statutory undertaker on demand all charges, costs and expenses reasonably and properly incurred by the statutory undertaker in, or in connection with the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in this Part of this Schedule.

(2) There must 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 any new or alternative apparatus that value being calculated after removal by the undertaker (who will provide reasonable evidence of such value).

(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 undertaker or, in default of agreement, is not determined by arbitration in accordance with article 62 (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 the statutory undertaker by virtue of sub-paragraph (1) must be reduced by the amount of that excess.

(4) For the purposes of sub-paragraph (3) an extension of apparatus to a length greater than the length of existing apparatus is not to be treated as a placing of apparatus of greater dimensions than those of the existing apparatus.

Arbitration

8. Save for differences or disputes arising under paragraph 5 (Retained apparatus protection) any difference or dispute arising between the undertaker and the statutory undertaker under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and the statutory undertaker, be determined by being referred to and settled by a single arbitrator to be agreed between the parties, or failing agreement, to be appointed on the application of either party (after giving notice in writing to the other) to the President of the Institute of Civil Engineers and in settling any difference or dispute, the arbitrator must have regard to the requirements of the statutory undertaker for ensuring the safe, economic and efficient operation of the statutory undertaker's apparatus.

SCHEDULE 17

Article 57

PUBLIC GENERAL LEGISLATION

Hedgerow Regulations 1997

1. For the purposes of regulation 6(1) of the Hedgerow Regulations 1997(**a**), the removal of any hedgerow to which those regulations apply is permitted if it is required for the purposes set out in article 50 (felling or lopping) of this Order.

Local Government (Miscellaneous Provisions) Act 1976

2. Section 42 of the Local Government (Miscellaneous Provisions) Act 1976(**b**) (certain future local Acts etc. to be subject to the planning enactments etc. except as otherwise provided) will not apply to the extent that it would make provisions of this Order authorising the authorised development subject to other provisions.

Town and Country Planning Act 1990

3. For the purposes only of section 106(1) of the 1990 Act, the undertaker is to be deemed to be a person interested in the Order land or any part of it and for the avoidance of doubt section 106(3)(a) will include any transferee under article 7 (consent to transfer benefit of Order) of this Order.

(**a**) S.I. 1997/1160.
(**b**) 1976 c.57.

Neighbourhood Planning Act 2017

4. The provisions of the Neighbourhood Planning Act 2017(**a**) will not apply in so far as they relate to temporary possession of land under articles 27 (temporary use of land by National Grid), 28 (temporary use of land by UKPN and UKOP) and 29 (temporary use of land for maintaining the authorised development) of this Order.

Building Act 1984

5. Nothing in Part 1 of the Building Act 1984(**b**) with respect to building regulations, and nothing in any building regulations, will apply in relation to a building used, altered or demolished, or intended for use, alteration, or demolition, by the undertaker for the purposes of the authorised development before completion of construction.

Highways Act 1980

6. Sections 141 (restriction on planting of trees etc. in or near carriageway), 169 (control of scaffolding on highways) and 171 (control of deposit of building materials and making of excavations in streets) of the 1980 Act will not apply to the extent such operations or works are required for the purposes of, or in connection with, the construction and maintenance of the authorised development.

Land Drainage Act 1991

7.—(1) The following provisions of the Land Drainage Act 1991 do not apply in relation to the construction of any work or the carrying out of any operation required for the purpose of, or in connection with, the construction and maintenance of the authorised development:

(a) section 23 (prohibition of obstructions, etc. in watercourses);

(b) section 30 (authorisation of drainage works in connection with a ditch); and

(c) section 32 (variation of awards).

(2) The provisions of any byelaws made under section 66 (powers to make byelaws) of the Land Drainage Act 1991 do not apply in relation to the construction of any work or the carrying out of any operation required for the purpose of, or in connection with, the construction and maintenance of the authorised development.

(**a**) 2017 c.20.
(**b**) 1984 c.55.

SCHEDULE 18

Article 59

AMENDMENT OF LOCAL LEGISLATION

Year	*Chapter*	*Title*	*Sections*
1836	cvi	Eastern Counties Railway	All
1836	cviii	Thames Haven, Dock and Railway	All
1846	lxxvi	Colchester, Stour Valley, Sudbury and Halstead Railway	All
1852	lxxxiv	London, Tilbury and Southend Extension Railway	All
1864	cxliv	Mistley, Thorpe and Walton Railway (Branch)	All
1865	ccxlix	Mellis and Eye Railway	18, 33
1865	cccxliv	South Essex Railway	All
1898	lxvi	Great Eastern Railway (General Powers)	All
1901	xlii	Local Government Board's Provisional Orders Confirmation (No.3)	All
1902	xxii	Great Eastern Railway	All
1905	lix	Brentwood Gas	All
1905	cxx	Gas Orders Confirmation	All
1906	xviii	Great Eastern Railway	All
1912	xlv	Tendring Hundred Water and Gas	All
1913	lxxv	Grays and Tilbury Gas	All
1914	lxxiv	Chelmsford Gas	All
1915	xvi	Great Eastern Railway	All
1915	liii	Chelmsford Corporation Gas	All
1921	xxxii	Tendring Hundred Water and Gas	All
1923	xci	Chelmsford Corporation Water	All
1923	lxxxii	London, Midland and Scottish Railway	All
1928	lxxix	South Essex Waterworks	All
1935	xlviii	South Essex Waterworks	All
1936	cxxvii	London and North	All

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Year	*Chapter*	*Title*	*Sections*
		Eastern Railway (General Powers)	
1936	lix	London Midland and Scottish Railway	All
1947	xxviii	Tendring Hundred Water and Gas	All
1969	xlix	Essex River and South Essex Water	All
1972	xxxix	Essex River Authority	All
1994	No 84	Chappel and Wakes Colne Light Railway Order	All

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SCHEDULE 19

Article 60

CERTIFIED DOCUMENTS

(1) *Document title*	*(2)* *Document reference*
Access, rights of way and public rights of navigation plans	2.5
Biodiversity net gain report	7.1 (B)
Book of reference	4.3 (G)
Design approach for site specific infrastructure	7.16 (E)
Design and layout plans (elevations)	2.6.1
Design and layout plans (pylons)	2.6.2
Detailed written schemes of investigation for mitigation areas	8.18 to 8.24 (B)
Environmental statement together with any supplemental or additional environmental information, and which includes—	
Environmental Statement Chapter 1 - Introduction	6.1 (B)
Environmental Statement Appendix 1.1 - Competent Experts Evidence	6.1.A1 (B)
Environmental Statement Figure 1.1 - Site Location Plan and Project Sections	6.1.F1 (A)
Environmental Statement Chapter 2 - Key Legislation and Planning Policy Context	6.2 (B)
Environmental Statement Chapter 3 - Alternatives	6.3 (B)
Environmental Statement Appendix 3.1 - Our Approach to Options Appraisal	6.3.A1 (A)
Environmental Statement Appendix 3.2 - Our Approach to Consenting	6.3.A2 (A)
Environmental Statement Chapter 4 - Project Description	6.4 (B)
Environmental Statement Appendix 4.1 - Greenhouse Gas Assessment	6.4.A1 (B)
Environmental Statement – Appendix 4.2 - Watercourse Crossing Details	6.4.A2 (C)
Environmental Statement Figure 4.1 - Proposed Project Design	6.4.F1 (B)
Environmental Statement Figure 4.2 - Proposed Project Design - Permanent Features	6.4.F2 (B)
Environmental Statement Chapter 5 - EIA Approach and Methods	6.5 (B)
Environmental Statement Appendix 5.1 - National Grid's response to the EIA Scoping Opinion	6.5.A1 (B)
Environmental Statement Appendix 5.2 - Scope of the Assessment	6.5.A2 (B)
Environmental Statement Chapter 6 - Agriculture and Soils	6.6 (B)
Environmental Statement Appendix 6.1 -	6.6.A1 (B)

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(1) *Document title*	*(2)* *Document reference*
Agricultural Land Classification Report (including Figure A6.1.1: Detailed Agricultural Land Classification (Rev C))	
Environmental Statement Appendix 6.2 - Agricultural Landholding Information	6.6.A2 (B)
Environmental Statement Figure 6.1 - Agriculture and Soils Study Area	6.6.F1 (A)
Environmental Statement Figure 6.2 - Provisional Agricultural Land Classification (ALC) Mapping	6.6.F2 (A)
Environmental Statement Figure 6.3 - Detailed Agricultural Land Classification (ALC) Mapping	6.6.F3 (A)
Environmental Statement Figure 6.4 - Agri-Environmental Schemes	6.6.F4 (A)
Environmental Statement Figure 6.5 - Forestry and Woodland Grant Schemes	6.6.F5 (A)
Environmental Statement Figure 6.6 - Soil Association Map	6.6.F6 (A)
Environmental Statement Chapter 7 - Air Quality	6.7 (B)
Environmental Statement Appendix 7.1 - Air Quality Assessment Methodology	6.7.A1 (B)
Environmental Statement Appendix 7.2 - Air Quality Baseline Data	6.7.A2 (B)
Environmental Statement Appendix 7.3 - Air Quality Assessment Results	6.7.A3 (B)
Environmental Statement Figure 7.1 - Air Quality Study Area and Constraints	6.7.F1 (A)
Environmental Statement Figure 7.2 - Air Quality Background Concentrations 2023	6.7.F2 (A)
Environmental Statement Figure 7.3 - Air Quality Background Concentrations 2030	6.7.F3 (A)
Environmental Statement Figure 7.4 - Air Quality Construction Dust Study Area	6.7.F4 (A)
Environmental Statement Figure 7.5 - Air Quality – Affected Road Network	6.7.F5 (B)
Environmental Statement Figure 7.6 - Air Quality Verification	6.7.F6 (A)
Environmental Statement Figure 7.7 - Air Quality Generators	6.7.F7 (A)
Environmental Statement Chapter 8 - Ecology and Biodiversity	6.8 (C)
Environmental Statement Appendix 8.1 - Habitat Report	6.8.A1 (C)
Environmental Statement Appendix 8.2 - National Vegetation Classification Report	6.8.A2 (B)
Environmental Statement Appendix 8.3 - Hedgerows Regulations Report	6.8.A3 (B)
Environmental Statement Appendix 8.4 - Aquatic Report	6.8.A4 (B)
Environmental Statement Appendix 8.5 - Terrestrial Invertebrate Report	6.8.A5 (B)

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(1) *Document title*	*(2)* *Document reference*
Environmental Statement Appendix 8.6 - Reptile Report	6.8.A6 (B)
Environmental Statement Appendix 8.7 - Breeding Bird Report (Confidential and Redacted)	6.8.A7 (C)
Environmental Statement Appendix 8.8 - Wintering and Passage Bird Report	6.8.A8 (B)
Environmental Statement Appendix 8.9 - Bat Roost Report	6.8.A9 (C)
Environmental Statement Appendix 8.10 - Bat Activity Report	6.8.A10 (C)
Environmental Statement Appendix 8.11 - Bat Radio-Tracking Report	6.8.A11 (B)
Environmental Statement Appendix 8.12 - Hazel Dormouse Report	6.8.A12 (B)
Environmental Statement Appendix 8.13 - Otter and Water Vole Report (Confidential and Redacted)	6.8.A13 (C)
Environmental Statement Appendix 8.14 - Species of Principal Importance Report	6.8.A14 (B)
Environmental Statement Appendix 8.15 - Badger Report (Confidential and Redacted)	6.8.A15 (C)
Environmental Statement Appendix 8.16 - Designated Sites	6.8.A16 (B)
Environmental Statement Chapter 9 - Contaminated Land Geology and Hydrogeology	6.9 (B)
Environmental Statement Appendix 9.1 - Baseline Information and Preliminary Contamination Risk Assessment	6.9.A1 (B)
Environmental Statement Appendix 9.2 - Qualitative Minerals Resource and Infrastructure Assessment	6.9.A2 (B)
Environmental Statement Appendix 9.3 - Groundwater Baseline and Qualitative Groundwater risk assessment	6.9.A3 (B)
Environmental Statement Appendix 9.4 - Hydrogeological Risk Assessment	6.9.A4 (A)
Environmental Statement Figure 9.1 - Superficial Geology	6.9.F1 (A)
Environmental Statement Figure 9.2 - Bedrock Geology	6.9.F2 (A)
Environmental Statement Figure 9.3 - Mineral Safeguarding Areas Mineral Consultation Areas and Minerals Infrastructure	6.9.F3 (A)
Environmental Statement Figure 9.4 - Geologically Designated Sites	6.9.F4 (B)
Environmental Statement Figure 9.5 - Hydrogeology and Hydrogeological Receptors	6.9.F5 (A)
Environmental Statement Figure 9.6 - Sites with a Moderate or Above Risk Classification	6.9.F6 (A)
Environmental Statement Chapter 10 - Health and Wellbeing	6.10 (C)

(1) *Document title*	(2) *Document reference*
Environmental Statement Appendix 10.1 - Health and Wellbeing Baseline Statistics	6.10.A1 (C)
Environmental Statement Figure 10.1 - Health and Wellbeing Study Areas	6.10.F1 (A)
Environmental Statement Figure 10.2 - Health and Wellbeing Receptors	6.10.F2 (A)
Environmental Statement Figure 10.3 - Indices of Multiple Deprivation Score	6.10.F3 (B)
Environmental Statement Figure 10.4 - Percentage of the Study Area identifying as female	6.10.F4 (A)
Environmental Statement Figure 10.5 - Percentage of the Study Area identifying as non-white including Asian black mixed ethnic and other ethnicities	6.10.F5 (A)
Environmental Statement Figure 10.6 - Percentage of the Study Area with English as their main language	6.10.F6 (A)
Environmental Statement Figure 10.7 - Percentage of the Study Area economically active	6.10.F7 (A)
Environmental Statement Figure 10.8 - Percentage of the Study Area with a qualification of Level 2 or lower	6.10.F8 (A)
Environmental Statement Figure 10.9 - Population density of the Study Area	6.10.F9 (A)
Environmental Statement Figure 10.10 - Percentage of the Study Area considered disabled under the Equality Act	6.10.F10 (A)
Environmental Statement Figure 10.11 - Adult prevalence of overweight including obesity in the Study Area	6.10.F11 (A)
Environmental Statement Figure 10.12 - Year 6 prevalence of overweight including obesity in the Study Area	6.10.F12 (A)
Environmental Statement Figure 10.13 - Population within a 10 minute walk of green or blue space	6.10.F13 (A)
Environmental Statement Figure 10.14 - Crime rate for public order crimes per 100,000	6.10.F14 (A)
Environmental Statement Chapter 11 - Historic Environment	6.11 (D)
Environmental Statement Appendix 11.1 - Historic Environment Baseline Report (including Figure A11.1.1: Designated Heritage Assets, Figure A11.1.2: Non-Designated Heritage Assets)	6.11.A1 (C)
Environmental Statement Appendix 11.2 - Historic Environment Assessment Tables	6.11.A2 (D)
Environmental Statement Appendix 11.3 - EACN Substation Geophysical Survey Report	6.11.A3 (A)
Environmental Statement Appendix 11.4 - Geophysical Survey (Priority Areas) Results	6.11.A4 (D)

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(1) *Document title*	(2) *Document reference*
Report	
Environmental Statement Appendix 11.5 - Trial Trenching Results Report	6.11.A5 (B)
Environmental Statement Appendix 11.6 - Geoarchaeological Monitoring of Ground Investigation Works Report	6.11.A6 (A)
Environmental Statement Appendix 11.7 - Assessment of Harm to Designated Heritage Assets	6.11.A7 (B)
Environmental Statement Appendix 11.8 - Phase 2 Geophysical Survey	6.11.A8 (A)
Environmental Statement Figure 11.1 - Historic Environment Study Area	6.11.F1 (A)
Environmental Statement Figure 11.2 - Designated Heritage Assets Assessed in the ES Chapter	6.11.F2 (C)
Environmental Statement Figure 11.3 - Non-Designated Heritage Assets Assessed in the ES Chapter	6.11.F3 (D)
Environmental Statement Figure 11.4 - Geophysical Survey and Archaeological Trial Trenching Priority Areas	6.11.F4 (C)
Environmental Statement Figure 11.5 - Historic Environment and LVIA Viewpoint Locations	6.11.F5 (A)
Environmental Statement Figure 11.6 - Phase 2 Geophysical Survey Preliminary Results	6.11.F6 (A)
Environmental Statement Chapter 12 - Hydrology Land Drainage and Flood Risk	6.12 (B)
Environmental Statement Appendix 12.1 - Hydrology Land Drainage and Flood Risk Baseline Data	6.12.A1 (B)
Environmental Statement Figure 12.1 - Study Area and Water Environment Features	6.12.F1 (A)
Environmental Statement Figure 12.2 - Flood Risk Areas	6.12.F2 (A)
Environmental Statement Figure 12.3 - Water Framework Surface Waterbody Status	6.12.F3 (B)
Environmental Statement Chapter 13 - Landscape and Visual	6.13 (B)
Environmental Statement Appendix 13.1 - Landscape and Visual Methodology	6.13.A1 (B)
Environmental Statement Appendix 13.2 - Landscape Baseline and Assessment	6.13.A2 (B)
Environmental Statement Appendix 13.3 - Visual Baseline and Assessment	6.13.A3 (B)
Environmental Statement Appendix 13.4 - Residential Visual Amenity Assessment	6.13.A4 (D)
Environmental Statement Appendix 13.5 - National Landscape Assessment Study	6.13.A5 (B)
Environmental Statement Appendix 13.6 - Arboricultural Impact Assessment (including Figure A13.6.1: Arboricultural Impact Plan)	6.13.A6 (B)
Environmental Statement Figure 13.1 - LVIA	6.13.F1 (B)

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(1) *Document title*	(2) *Document reference*
Study Area and Landscape Designations	
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Environmental Statement Figure 15.1 - Socio-economics Recreation and Tourism Study Areas	6.15.F1 (A)
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(1) *Document title*	*(2)* *Document reference*
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[Landscape compensation, offsetting and enhancement area plans(**a**)]	[8.35 (A)(**b**)]
Open access land plans	2.15 (A)
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Outline construction traffic management plan	7.3 (G)
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Outline public rights of way management plan	7.6 (D)
Special category and Crown land plans	2.14 (G)
Traffic regulation order plans	2.4
Trees and hedgerows to be removed and/or managed plans	2.16
Works plans	2.3

(**a**) [This entry is proposed on the same blue pencil basis as article [63] and Schedule [20]: see footnote [a] to article [63]. It should be deleted from the final made Order if article [63] and Schedule 20 are deleted, or retained with square brackets removed if they are retained. In either event, this footnote should be deleted.]

(**b**) [This entry is proposed on the same blue pencil basis as article [63] and Schedule [20]: see footnote [a] to article [63]. It should be deleted from the final made Order if article [63] and Schedule 20 are deleted, or retained with square brackets removed if they are retained. In either event, this footnote should be deleted.]

[SCHEDULE 20(**a**) Article 63

LANDSCAPE COMPENSATION, OFFSETTING AND ENHANCEMENT IN RELATION TO SPECIFIED LOCATIONS

Interpretation

1. In this Schedule—

"BCIS Index" means (subject to paragraph 2(3)) the General Building Cost Index published from time to time by the Building Cost Information Service of the Royal Institution of Chartered Surveyors;

"contribution" means the sum specified in column 3 of the table in paragraph 2 for the landscape compensation, offsetting and enhancement area specified in column 1 which is to be paid on the terms of this Schedule to the relevant authority specified in column 2 of that table for that area;

"landscape compensation, offsetting and enhancement area" means the relevant area described in column 1 of the table in paragraph 2;

"landscape compensation, offsetting and enhancement measures" has the meaning given in paragraph 4(2);

"relevant authority" means the authority specified in column 2 of the table in paragraph 2 for the landscape compensation, offsetting and enhancement area specified in column 1 of that table; and any reference in this Schedule to a named relevant authority includes any successor body exercising its functions as local planning authority;

"reporting year" means each period of 12 months beginning on the anniversary of the date on which the contribution was paid to the relevant authority, except that the first reporting year begins on the date of payment and ends on the first such anniversary; and

"ten-year date" means, in relation to a contribution, the date falling 10 years after the date on which that contribution was paid to the relevant authority.

(**a**) [The Applicant does not consider that the provision of compensation, offsetting or enhancement for the residual landscape and visual effects of the authorised development is required by the applicable legal and National Policy Statement ("NPS") policy framework. The Applicant has set out its position to the Examining Authority at Issue Specific Hearing 4 and summarised it at paragraphs 5.1(a) and (b) of REP6-118 – Document 8.5.12 Applicant's Written Summary of Oral Submissions and Response to Action Points for Issue Specific Hearing 4 (Final Issue A) and Document 8.34 Applicant's Closing Statement with a Summary of Areas of Disagreement submitted at Deadline 8. The county planning authorities listed below and Thurrock Council (a unitary authority) disagree with the Applicant's position. They consider that the relevant legal and policy tests are met and that, during the examination, they provided their justification to support the inclusion of a regime for landscape compensation, offsetting, and enhancement in relation to specified locations within their administrative areas, for example Suffolk County Council: [RR-3520] (92-112), [REP1-178] (13.220-225), [REP3-085] (5.2-5), [REP4-335] (9.24), [REP4-336] (8.2-3), [REP5-271] (GEN2.2 and LV2.16), and [REP6-166] (5.1.a); Essex County Council: [REP1-161] (4.10.4-7), [REP3-077] (3.22-25), [REP4-328] (5.20-26), [REP5-242] (LV2.16), and [REP6-147] (3.1-8); Norfolk County Council: [RR-2754] (10-19-21), [REP1-173] (11.24-30), [REP5-256] (GEN2.2); and Thurrock Council: [REP6-170] (2.3). Without prejudice to its position, the Applicant has progressed consideration of landscape compensation, offsetting and enhancement proposals with the relevant authorities at certain locations as specified in Schedule [20] of this draft Order, given effect by this Article [63]. This Article [63] and Schedule [20] are therefore proposed by the Applicant on a "blue pencil" basis as a matter for the Secretary of State to determine whether they are required pursuant to the applicable legal and NPS policy framework. If the Secretary of State agrees with the Applicant's position and concludes the contributions to be paid pursuant to Article [63] and Schedule [20] are not required by the applicable legal and NPS policy framework, the Applicant requests that Article [63] and Schedule [20] and the associated definitions of the related landscape compensation, offsetting and enhancement area plans (as denoted by footnotes) in Article 2 be deleted from the final form Order if it is made. Alternatively, if the Secretary concludes that the proposed Article is in accordance with the legal and policy framework, agreeing with the authorities' position, Article [63] and Schedule [20] and the associated definitions of the related landscape compensation, offsetting and enhancement area plans (as denoted by footnotes) in Article 2 should be retained in the Order and the square brackets removed. In either event, this footnote should be removed in any final made Order.]

Payment

2.—(1) National Grid must pay to the relevant authority set out in column (2) of the table below the corresponding contribution or contributions set out in column (3) of that table in relation to the landscape compensation, offsetting and enhancement area or areas set out in column (1) of that table prior to the commencement of the authorised development within the landscape compensation, offsetting and enhancement area or areas to which that contribution relates—

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(1) *Landscape compensation, offsetting and enhancement area*	*(2)* *Relevant authority*	*(3)* *Contribution*
Waveney Valley (including Snow Street, Roydon, Royden Fen and Wortham Ling), being the area dashed black and identified as "landscape compensation, offsetting and enhancement area" on the Waveney Valley (including Snow Street, Roydon Fen and Wortham Ling) landscape compensation, offsetting and enhancement area plan and which includes land within the administrative boundaries of the following parish councils— (a) Bressingham Parish Council; (b) Burgate Parish Council; (c) Diss Parish Council; (d) Heywood Parish Council; (e) Palgrave Parish Council; (f) Roydon Parish Council; (g) Shelfanger Parish Council; (h) Thrandeston Parish Council; and (i) Wortham Parish Council	Norfolk County Council	£820,000 (eight hundred and twenty thousand pounds)
Burstall and Bramford, being the area dashed black and identified as "landscape compensation, offsetting and enhancement area" on the Burstall & Bramford landscape compensation, offsetting and enhancement area plan and which includes land within the administrative boundaries of the following parish councils— (a) Bramford Parish Council; (b) Burstall Parish Council; (c) Chattisham Parish Council; (d) Copdock and Washbrook Parish Council; (e) Elmsett Parish Council; (f) Flowton Parish Council; (g) Hintlesham Parish Council;	Suffolk County Council	£530,000 (five hundred and thirty thousand pounds)

(1) *Landscape compensation, offsetting and enhancement area*	*(2)* *Relevant authority*	*(3)* *Contribution*
(h) Little Blakenham Parish Council; (i) Nettlestead Parish Council; (j) Offton Parish Council; (k) Somersham Parish Council; and (l) Sproughton Parish Council Gipping Valley, being the area dashed black and identified as "landscape compensation, offsetting and enhancement area" on the Gipping Valley landscape compensation, offsetting and enhancement area plan and which includes land within the administrative boundaries of the following parish councils— (a) Badley Parish Council; (b) Barking Parish Council; (c) Battisford Parish Council; (d) Combs Parish Council; (e) Creeting St. Mary Parish Council; (f) Creeting St. Peter Parish Council; (g) Earl Stonham Parish Council; (h) Needham Market Parish Council; (i) Ringshall Parish Council; (j) Stowmarket Parish Council; and (k) Stowupland Parish Council		
Ardleigh and Little Bromley, being the area dashed black and identified as "landscape compensation, offsetting and enhancement area" on the Ardleigh and Little Bromley landscape compensation, offsetting and enhancement area plan and which includes land within the administrative boundaries of the following parish councils— (a) Ardleigh Parish Council; (b) Dedham Parish Council; (c) Elmstead Parish Council; (d) Great Bromley Parish Council; (e) Langham Parish Council;	Essex County Council	£300,000 (three hundred thousand pounds)

(1) *Landscape compensation, offsetting and enhancement area*	*(2)* *Relevant authority*	*(3)* *Contribution*
(f) Lawford Parish Council; and (g) Little Bromley Parish Council Colne Valley (including Fordham, Ford Street, Aldham), being the area dashed black and identified as "landscape compensation, offsetting and enhancement area" on the Colne Valley (including Fordham, Ford Street and Aldham) landscape compensation, offsetting and enhancement area plan and which includes land within the administrative boundaries of the following parish councils— (a) Aldham Parish Council; (b) Chappel Parish Council; (c) Copford Parish Council; (d) Eight Ash Green Parish Council; (e) Fordham Parish Council; (f) Great Horkesley Parish Council; (g) Great Tey Parish Council; (h) Little Horkesley Parish Council; (i) Marks Tey Parish Council; (j) Stanway Parish Council; (k) Wakes Colne Parish Council; (l) West Bergholt Parish Council; and (m) Wormingford Parish Council	Essex County Council	£500,000 (five hundred thousand pounds)
Great and Little Waltham, being the area dashed black and identified as "landscape compensation, offsetting and enhancement area" on the Great and Little Waltham landscape compensation, offsetting and enhancement area plan and which includes land within the administrative boundaries of the following parish councils— (a) Broomfield Parish Council; (b) Chelmsford Garden Parish Council; (c) Chignall Parish Council; (d) Great and Little Leighs Parish Council;	Essex County Council	£220,000 (two hundred and twenty thousand pounds)

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(1) *Landscape compensation, offsetting and enhancement area*	*(2)* *Relevant authority*	*(3)* *Contribution*
(e) Great Waltham Parish Council; and (f) Little Waltham Parish Council		
Ingatestone and Buttsbury, being the area dashed black and identified as "landscape compensation, offsetting and enhancement area on the Ingatestone and Buttsbury landscape compensation, offsetting and enhancement area plan and which includes land within the administrative boundaries of the following parish councils— (a) Billericay Parish Council; (b) Ingatestone and Fryerning Parish Council; (c) Margaretting Parish Council; (d) Mountnessing Parish Council; and (e) Stock Parish Council	Essex County Council	£310,000 (three hundred and ten thousand pounds)
Hutton, Mountnessing and Havering's Grove, being the area dashed black and identified as "landscape compensation, offsetting and enhancement area on the Hutton, Mountnessing and Havering's Grove landscape compensation, offsetting and enhancement area plan and which includes land within the administrative boundaries of the following parish councils— (a) Billericay Parish Council; (b) Herongate and Ingrave Parish Council; (c) Ingatestone and Fryerning Parish Council; (d) Little Burstead Parish Council; (e) Mountnessing Parish Council; and (f) Stock Parish Council	Essex County Council	£320,000 (three hundred and twenty thousand pounds)
Tilbury North, being the area dashed black and identified as "landscape compensation, offsetting and enhancement area the Tilbury North landscape compensation, offsetting and enhancement area plan	Thurrock Council	£300,000 (three hundred thousand pounds)

(2) Each contribution specified in column 3 of the table is to be calculated in accordance with the formula $P \times (A \div B)$ where—

(a) P is the contribution as specified in column 3 of the table;

(b) A is the figure for the BCIS Index last published before the date on which the contribution falls due for payment; and

(c) B is the figure for the BCIS Index last published before the date on which this Order was made,

except that where, at the time a contribution falls due for payment, the value of A is equal to or less than the value of B, the contribution is payable at the amount specified in column 3 of the table (that is, the formula does not operate to reduce the contribution below the amount specified in the table).

(3) Where the BCIS Index ceases to be published, is rebased or is replaced by another index—

(a) any rebased index is to be applied to the periods before and after rebasing in a fair and reasonable manner;

(b) any replacement index published by the Royal Institution of Chartered Surveyors or the Office for National Statistics, or any successor body exercising equivalent functions, is to be used in substitution for the BCIS Index; and

(c) if no replacement index is published under sub-paragraph (b), such other index as National Grid and the relevant authority may agree in writing, each acting reasonably, is to be used in substitution for the BCIS Index with effect from the date on which the BCIS Index ceased to be published, and the base index figure is to be adjusted accordingly on a fair and reasonable basis.

Receipt and holding of contributions

3.—(1) On receipt of a contribution, the relevant authority must—

(a) hold it in an interest-bearing account; and

(b) ensure that all interest arising on any sum held in that account is credited to the account and treated as part of the contribution for all purposes of this Schedule.

Use of contributions

4.—(1) Each relevant authority must apply the contribution paid to it exclusively for the purpose of carrying out, maintaining and monitoring the landscape compensation, offsetting and enhancement measures applicable to the landscape compensation, offsetting and enhancement area or areas to which that contribution relates, as described in sub-paragraph (2).

(2) Landscape compensation, offsetting and enhancement measures mean measures which—

(a) improve the landscape character of the area or areas through the establishment of new trees, woodland, hedgerows or other appropriate planting;

(b) soften views of the authorised development where this is reasonably capable of being achieved through landscape planting;

(c) strengthen existing landscape structure and habitats by extending, restoring, improving or connecting established woodland, hedgerows, shelterbelts and other green infrastructure;

(d) soften the integration of the authorised development within the surrounding landscape through planting that reflects local landscape character and settlement pattern;

(e) deliver planting using species and designs that are appropriate to local landscape character, environmental conditions and long-term resilience;

(f) deliver planting that avoids giving rise to unacceptable adverse effects on heritage assets, known archaeological interests, ecological features, agricultural operations, flood risk or other environmental constraints;

(g) improve public rights of way and public amenity within the area or areas (including way markers and inclusive assistive measures); or

(h) any other measures which reasonably contribute to the objectives of landscape compensation, enhancement or offsetting in the area or areas,

and must be carried out within the landscape compensation, offsetting and enhancement area or areas to which the contribution relates.

(3) The relevant authority may retain from the contribution a sum not exceeding 15% of the total amount received, including interest accrued, to meet its reasonable administrative expenses arising from—

(a) carrying out the landscape compensation, offsetting and enhancement measures applicable to the landscape compensation, offsetting and enhancement area to which that contribution relates; and

(b) complying with its obligations under this Schedule in relation to that contribution.

(4) The relevant authority may carry out landscape compensation, offsetting and enhancement measures itself or may fund third parties to carry out such measures on its behalf.

Accounting records

5.—(1) Each relevant authority must—

(a) keep accounting records in respect of each contribution paid to it throughout the period during which any part of that contribution remains in the account; and

(b) retain those records for a period of not less than 6 years after the date on which all sums in the account in respect of the contribution have been expended or otherwise dealt with in accordance with this Schedule.

(2) National Grid is entitled, on giving not less than 15 business days' written notice to the relevant authority, to inspect and take copies of the accounting records kept under sub-paragraph (1).

Annual reports

6.—(1) Each relevant authority must prepare an annual report in respect of each contribution paid to it for each reporting year.

(2) Each annual report must be submitted to National Grid within 40 business days after the end of the reporting year to which it relates.

(3) Each annual report must set out—

(a) a description of the landscape compensation, offsetting and enhancement measures carried out during the reporting year;

(b) the amount of expenditure incurred from the contribution during the reporting year, distinguishing between expenditure on landscape compensation, offsetting and enhancement measures and administrative expenses;

(c) the balance of the contribution (including interest accrued) remaining in the account at the end of the reporting year; and

(d) the relevant authority's proposals for expenditure during the next reporting year.

Unspent contributions and revised measures

7.—(1) Where, on the ten-year date, any part of a contribution (including interest accrued in the account in respect of it) remains unspent or uncommitted, the relevant authority must, either—

(a) within 40 business days after the ten-year date, apply in writing to National Grid for approval to apply the unspent or uncommitted balance to such revised landscape compensation, offsetting and enhancement measures as are specified in that application, together with an explanation of why the measures described in paragraph 4(2) have not been fully carried out and why the proposed revised measures are appropriate; or

(b) repay to National Grid the unspent or uncommitted balance together with interest in accordance with sub-paragraph (5) provided National Grid has demanded the same and

the relevant authority must make the repayment within 40 business days after receiving that demand.

(2) National Grid must, within 40 business days of receiving an application under sub-paragraph (1)(a), notify the relevant authority in writing whether it—

(a) approves the proposed revised measures;

(b) approves them subject to modifications specified in the notification; or

(c) refuses approval, giving reasons.

(3) Approval under sub-paragraph (2) must not be unreasonably withheld or delayed.

(4) Where National Grid approves revised measures under sub-paragraph (2)(a) or (2)(b), those measures take effect as the landscape compensation, offsetting and enhancement measures for the relevant landscape compensation, offsetting and enhancement area or areas for all remaining purposes of this Schedule, and the relevant authority must apply the unspent or uncommitted balance to them accordingly.

(5) The relevant authority must repay to National Grid the unspent or uncommitted balance of the contribution together with interest accrued on that balance in the account where the relevant authority has made an application under sub-paragraph (1)(a) and National Grid has refused approval under sub-paragraph (2)(c) and the parties have not (acting reasonably) agreed revised measures within a further period of 40 business days after that refusal.

(6) Repayment under sub-paragraph (5) must be made within 40 business days after the expiry of the further period referred to in sub-paragraph (5).

(7) In this paragraph a sum is "uncommitted" if, at the ten-year date, it is not the subject of a binding contract or formal grant commitment entered into by the relevant authority for the carrying out of landscape compensation, offsetting and enhancement measures.

Disputes or differences

8. Any dispute or difference arising between National Grid and a relevant authority under this Schedule must, unless otherwise agreed between National Grid and the relevant authority, be referred to and settled by arbitration under article 62 (arbitration).]

EXPLANATORY NOTE

(This note is not part of the Order)

This Order grants development consent to National Grid Electricity Transmission plc ("National Grid") for authorised works to the national electricity transmission system between Norwich in Norfolk and Tilbury in Essex. The proposed development is required to reinforce the existing electricity transmission network between Norwich Main Substation in Norfolk and Tilbury Substation in Essex, and to carry out all associated works.

In order to accommodate these works, this Order also grants development consent to UK Power Networks Holdings Limited and/or its affiliate, Eastern Power Networks plc ("UKPN"), in addition to National Grid, for the reconfiguration of the local electricity distribution network.

In addition, the Order grants development consent to United Kingdom Oil Pipelines Ltd and British Pipeline Agency Limited as agent for United Kingdom Oil Pipelines Ltd (together "UKOP") and/or National Grid, for the carrying out of works to protect specified UKOP apparatus.

The Order also grants development consent to National Highways Limited (the "LTC undertaker") for the implementation of compensatory habitats.

The Order also makes provision in connection with the maintenance of the authorised development.

The Order allows National Grid to acquire compulsorily or by agreement, land and rights in land and to use land for this purpose, and for UKPN to acquire compulsorily or by agreement, land and rights in land and to use the land in connection with the reconfiguration of the local electricity distribution network. The Order also allows UKOP to acquire compulsorily rights in land and to temporarily use the land in connection with the carrying out of works to protect specified UKOP apparatus. The Order allows the LTC undertaker to acquire compulsorily rights in land and, with the written consent of National Grid, to temporarily use the land in connection with the implementation of the compensatory habitats.

A copy of the plans and book of reference referred to in this Order and certified in accordance with article 60 of this Order may be inspected in electronic form in accordance with article 60(5) of this Order.

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