

**SOUTHERN GAS NETWORKS PLC (KINGSFERRY GAS PIPELINE
REPLACEMENT PROJECT) COMPULSORY PURCHASE ORDER 2023**

NOTICE IS HEREBY GIVEN that Southern Gas Networks plc ("the Authority")

On 11 February 2025 executed a general vesting declaration under section 4 of the Compulsory Purchase (Vesting Declarations) Act 1981 ("the Act") vesting the land (being the "New Rights" as defined in Schedule 1 and as detailed in column 5 of Schedule 2) specified and described in columns 1, 2, 3 and 4 of Schedule 2 to this notice in themselves as from the end of the period of 3 months from the date on which the service of the notices required by section 6 of the Act is completed

The Authority will in due course tell you the date on which the service of the notices was completed.

The effect of the general vesting declaration is as follows.-

On the first day after the end of the period referred to in the first paragraph of this notice ("the vesting date") the land (being the New Rights), together with the right to enter upon and take possession of it, will vest in the Authority.

Also, on the vesting date the Acts providing for compensation will apply as if, on the date on which the general vesting declaration was executed (namely, 11 February 2025), a notice to treat had been served on every person on whom, under section 5 of the Compulsory Purchase Act 1965, the Authority could have served such a notice (other than any person entitled to a "minor tenancy" or a long tenancy which is about to expire" These expressions are defined in Appendix A to this notice).

If the land (being the New Rights) affect any land in which there is a minor tenancy or a long tenancy which is about to expire, the right of entry will not be exercisable in respect of that land unless, after serving a notice to treat in respect of that tenancy, the Authority having served on every occupier of any of the land in which the tenancy subsists a notice stating that, at the end of a specified period (at least 3 months from the date of the service of the notice) they intend to enter upon and take possession of the land specified in the notice, and that period has expired the vesting of the land being the new rights will then be subject to the tenancy until that period expires, or the tenancy comes to an end, whichever happens first.

Schedules A1 and 1 to the Act contain supplementary provisions as to general vesting declarations. If a counter-notice is served under paragraph 2 of Schedule A1 within the period referred to in the first paragraph of this notice, the vesting date for the land which is the subject of the counter-notice will be determined in accordance with that Schedule. The provisions of Schedules A1 and 1 are set out in Appendix B to this notice.

A copy of the general vesting declaration to which this notice refers and of the plan annexed to the declaration can be inspected at may be seen at all reasonable hours at Minster in Sheppey Library, Worcester Close, Minster On Sea, Sheerness, Kent ME12 3NP, Sheerness Library, Sheerness Gateway, 38-42 High Street, Sheerness, Kent ME12 1NL and Sittingbourne Library, Central Avenue, Sittingbourne, Kent ME10 4AH and online at <https://sgn.co.uk/our-gas-works/major-planned-projects/sittingbourne-kingsferry-bridge>.

FIRST SCHEDULE

Definitions

Term	Definition
Pipeline Construction Rights	<p>All rights necessary for the purposes of or incidental to the construction of the new gas pipeline and associated infrastructure / apparatus / equipment, including:</p> <ul style="list-style-type: none">a) to construct and install the gas pipeline and associated infrastructure / apparatus / equipment within, upon or over the land;b) to test and commission the pipeline and associated infrastructure / apparatus / equipment installed within upon or over the land and to remedy initial faults and defects in it at any time prior to the date on which it is ready for commercial operation;c) to enter the land and carry out archaeological, environmental, ecological, agricultural, contamination, topographical and geotechnical surveys and investigations, including the taking and removal of soil samples and the sinking of boreholes and/or excavation of trial pits, fencing and other like surveys and investigations for purposes in connection with the works to install, operate and maintain the pipeline (and associated infrastructure / apparatus / equipment);d) to carry out such non-intrusive environmental, heritage and/or ecological measures, walk over surveys, works and/or activities for purposes in connection with obtaining a planning consent, a compulsory purchase order and/or the works to install, operate and maintain the pipeline (and associated infrastructure / apparatus / equipment);e) to relocate any species identified in any surveys or investigations as requiring relocation including rights to install and retain on the land such hibernacula as may be required;f) to carry out works required or permitted by a planning permission and/or consent or licences;g) to remove and replace, fell, trim or lop trees, bushes, crops and other vegetation, including the removal of hedgerows;h) to erect and remove fencing;i) to store and stockpile and where necessary use, manage and process plant, machinery, apparatus, and materials (including excavated material) and/or equipment;j) to access the land with or without vehicles, plant and equipment;

	<ul style="list-style-type: none"> k) to construct, lay down, use and remove access roads including any necessary temporary bridging, culverting or diversion of water courses and drains; l) to carry out de-watering and drainage works and install, alter, reinstate or remove land drainage systems including new filtration systems; m) to discharge water into existing drains and watercourses; n) to protect and prevent damage to or interference with the pipeline or associated infrastructure / apparatus / equipment and the construction of the same; o) to install, adjust, later and remove cathodic protection posts, aerial markers, valve marker posts field boundary markers and electricity cabinets; p) to prevent any works on or use of the land that would prevent access to the pipeline and associated infrastructure / apparatus / equipment; q) to erect, create, use and remove welfare facilities including toilets, cabins and electricity generators; r) to install, use and remove artificial lighting; s) to install, use, alter, divert and remove services and utilities; t) undertake landscaping or the construction of roads, cycleways, footpaths and parking areas; u) any works of reinstatement, protected species mitigation, enhancement or monitoring required following the construction and installation of the pipeline and associated infrastructure / apparatus / equipment; and v) break up the surface and excavate so much of the land as may be reasonably necessary, and rights to prevent any works on or use of the land that would prevent the exercise of the aforementioned rights.
Pipeline Rights	<ul style="list-style-type: none"> a) All rights necessary at all times for the purpose of entering the land with or without vehicles, plant and equipment to: <ul style="list-style-type: none"> i) use, retain, inspect, maintain, repair, alter, renew, replace, supplement, enlarge, connect into, operate, render unusable and remove the pipeline and associated infrastructure / apparatus / equipment; ii) temporarily park a motor and/or a mechanical vehicle on the unbuilt upon parts of the land provided that this shall not obstruct the landowner or any lawful user from accessing the land; and

	<p>iii) break up the surface and excavate so much of the land as may be reasonably necessary for the purpose of exercising the rights to use, retain, inspect, maintain, repair, alter, renew, replace, supplement, enlarge, connect into, operate, render unusable and remove the pipeline and associated infrastructure / apparatus / equipment; and</p> <p>b) A full right of shelter and protection and vertical and lateral support for the benefit of the pipeline and associated infrastructure / apparatus / equipment from the land,</p> <p>and rights to prevent any works on or use of the land that would prevent the exercise of the aforementioned rights.</p> <p>The Pipeline Rights may be acquired over such part of the Order Land plots described in Table 1 of the Schedule to the Order as being subject to the acquisition of "Pipeline Rights" as may be necessary PROVIDED THAT the "rights corridor" within which the Pipeline Rights shall be acquired shall not exceed 10 metres PROVIDED FURTHER THAT the width restriction described above shall not apply to the acquisition of the access rights described at paragraph a) which rights may be acquired over such part of the Order Land plots described in Table 1 of the Schedule to the Order as being subject to the acquisition of "Pipeline Rights" as may be necessary</p>
Working Area Rights	<p>All rights necessary to erect, create, use and vacate a working area for the purposes of or incidental to the construction of the new gas pipeline and associated infrastructure / apparatus / equipment or the decommissioning of any existing gas pipeline and associated infrastructure / apparatus / equipment including rights to:</p> <p>a) erect, create, use and remove cabins and offices and welfare facilities including toilets and electricity generators;</p> <p>b) store, stockpile and where necessary use, manage and process vehicles, plant, machinery, apparatus, materials (including excavated material) and/or equipment;</p> <p>c) access the land with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel;</p> <p>d) fence, erect hoardings or signage or otherwise secure the working area;</p> <p>e) carry out de-watering and drainage works and install, alter or reinstate land drainage systems;</p> <p>f) discharge water into existing drains and watercourses;</p> <p>g) install, use and remove artificial lighting;</p> <p>h) install, use, alter, divert and remove services and utilities; and</p>

	<p>i) carry out works to reinstate the land once the working area has been vacated,</p> <p>and rights to prevent any works on or use of the land that would prevent the exercise of the aforementioned rights.</p>
<p>Access Rights</p>	<p>All rights necessary at all times to access the land and adjoining land with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel for the purposes of:</p> <ul style="list-style-type: none"> a) using, retaining, inspecting, maintaining, repairing, altering, renewing, replacing, supplementing, enlarging, connecting into, operating, rendering unusable and removing the pipeline and associated infrastructure / apparatus / equipment; b) decommissioning the existing pipeline and associated infrastructure / apparatus / equipment; c) relocating any species identified in any surveys and investigations as requiring relocation; and d) accessing the foreshore and erecting temporary scaffolding from the same, <p>including rights to carry out works to facilitate such access, including rights to access and enter onto any bridges or bridge abutments on the land and rights to prevent any works on or use of the land that would prevent the exercise of the aforementioned rights.</p>
<p>Decommissioning Rights</p>	<p>All rights necessary to decommission any existing pipeline and associated infrastructure / apparatus / equipment on the land including:</p> <ul style="list-style-type: none"> a) rendering or making safe the existing pipeline and associated infrastructure / apparatus / equipment; b) removing any debris from the land that has been left there as a result of any decommissioning works; c) any remediation works required to decommission the existing pipeline and associated infrastructure / apparatus / equipment; d) to store and stockpile and where necessary use, manage and process plant, machinery, apparatus, and materials (including excavated material) and/or equipment; e) fence, erect hoardings or signage or otherwise secure the land; f) access the land with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel; g) to erect, maintain, use, dismantle and remove scaffolding; and h) any other works to clear up and reinstate the land.

	and rights to prevent any works on or use of the land that would prevent the exercise of the aforementioned rights.
Drilling Rights	<p>All rights necessary for the purposes of or incidental to the construction of the new gas pipeline and associated infrastructure / apparatus / equipment including:</p> <ul style="list-style-type: none"> a) to excavate, bore and tunnel below the surface of the riverbed; b) to install the gas pipeline and associated infrastructure / apparatus / equipment; and c) to access the land with or without vehicles plant and equipment, <p>and rights to prevent any works on or use of the land that would prevent the exercise of the aforementioned rights.</p>

SECOND SCHEDULE

NEW RIGHTS TO BE ACQUIRED

Pipeline Construction Rights: All rights necessary for the purposes of or incidental to the construction of the new gas pipeline and associated infrastructure / apparatus / equipment at bridge carrying public highway (The Sheppey Crossing, A249); bridge carrying public highway (The Sheppey Crossing, A249) over public road (Ridham Dock Road); copse (west of Ridham Dock Road) and public footpath (ZR90); drain (south west of Kingsferry Gun Club); grassland (north east of Ridham Dock Road) and public footpath (ZR90); grassland (north of Ridham Dock Road and south east of The Sheppey Crossing, A249); grassland (south east of The Sheppey Crossing, A249); grassland (south east of The Sheppey Crossing, A249) and public footpath (ZR90); grassland (south of Ridham Dock Road, north west of Sheppey Way, B2231 and south east of The Sheppey Crossing, A249) and public footpath (ZR90); grassland and drain (south west of Kingsferry Gun Club); grassland and scrubland (west of Ridham Dock Road); grassland and bridge carrying public highway (The Sheppey Crossing, A249) and public footpath (ZR90); grassland, drain and electricity cables (south east of Ferry Road); hardstanding (north of Ferry Road); hardstanding and scrubland (north of Ferry Road) and public footpath (ZS12); hardstanding, scrubland and access track (south of Ferry Road); private road and verge (Ridham Dock Road); public road (Ferry Road); public road (Ridham Dock Road); river (The Swale), foreshore and bed thereof; scrubland (east of Ridham Dock Road) and public footpath (ZR88); scrubland and access track (south east of Ferry Road); verge (north east of Ridham Dock Road); verge (Ridham Dock Road); verge (Ridham Dock Road) and scrubland (west of Ridham Dock Road)

Pipeline Rights: All rights necessary at all times for the purpose of entering the land with or without vehicles, plant and equipment and a full right of shelter and protection and vertical and lateral support for the benefit of the pipeline and associated infrastructure / apparatus / equipment from the land at bridge carrying public highway (Sheppey Way, B2231); bridge carrying public highway (Sheppey Way, B2231) over public road (Ridham Dock Road); bridge carrying public highway (The Sheppey Crossing, A249) over public road (Ridham Dock Road); bridge carrying railway (Queenborough and Swale) and works; bridge carrying railway (Queenborough and Swale) and works over public road (Ridham Dock Road); embankment and copse (south east of Sheppey Way, B2231 and west of Ridham Dock Road); embankment and copse (south east of Sheppey Way, B2231 and west of Ridham Dock Road); copse (west of Ridham Dock Road); copse (west of Ridham Dock Road) and public footpath (ZR90); grassland (south east of Ferry Road); grassland (south east of Ferry Road) and public footpath (ZS19); grassland (south east of The Sheppey Crossing, A249); grassland (south east of The Sheppey Crossing, A249) and public footpath (ZR90); grassland (south of Ridham Dock Road, north west of Sheppey Way, B2231 and south east of The Sheppey Crossing, A249) and public footpath (ZR90); grassland (west of Ridham Dock Road); grassland and scrubland (west of Ridham Dock Road); grassland and bridge carrying public highway (The Sheppey Crossing, A249) and public footpath (ZR90); hardstanding and scrubland (north of Ferry Road) and public footpath (ZS12); hardstanding, scrubland and access track (south of Ferry Road); private road and verge (Ridham Dock Road); public road (Ferry Road); public road (Ridham Dock Road); river (The Swale), foreshore and bed thereof; scrubland (east of Ridham Dock Road) and public footpath (ZR88); scrubland (west of Ridham Dock Road); scrubland and access track (south east of Ferry Road); verge (Ridham Dock Road); verge (Ridham Dock Road) and scrubland (west of Ridham Dock Road)

Working Area Rights: All rights necessary to erect, create, use and vacate a working area for the purposes of or incidental to the construction of the new gas pipeline and associated infrastructure / apparatus / equipment or the decommissioning of any existing gas pipeline and associated infrastructure / apparatus / equipment at access track (east of The Sheppey Crossing, A249); grassland (east of Ferry Road); grassland (south of Ferry Road); grassland and hardstanding (west of Sheppey Crossing, A249); grassland and scrubland (west of Ridham Dock Road); hardstanding (north of Ridham Dock Road and The Sheppey Crossing, A249); hardstanding and scrubland (east of Kingsferry Bridge); hardstanding, access track and bridge carrying public highway (The Sheppey Crossing, A249)

Access Rights: All rights necessary at all times to access the land and adjoining land with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel including rights to carry out works to facilitate such access, including rights to access and enter onto any bridges or bridge abutments at access track (east of The Sheppey Crossing, A249); bridge carrying public highway (Sheppey Way, B2231); bridge carrying public highway (Sheppey Way, B2231) over public road (Ridham Dock Road); bridge carrying railway (Queenborough and Swale) and works; bridge carrying railway (Queenborough and Swale) and works over public road (Ridham Dock Road); embankment and

copse (south east of Sheppey Way, B2231 and west of Ridham Dock Road); copse (west of Ridham Dock Road); drain (south west of Kingsferry Gun Club); grassland (north east of Ridham Dock Road) and public footpath (ZR90); grassland (west of Ridham Dock Road); embankment (north west of Sheppey Way, B2231 and west of Ridham Dock Road); grassland and drain (south west of Kingsferry Gun Club); grassland and hardstanding (west of Sheppey Crossing, A249); grassland and scrubland (west of Ridham Dock Road); grassland, drain and electricity cables (south east of Ferry Road); hardstanding (north of Ferry Road); hardstanding (north of Ridham Dock Road and The Sheppey Crossing, A249); hardstanding (south of Kingsferry Bridge and north of Ferry Road); hardstanding and scrubland (north of Ferry Road) and public footpath (ZS12); hardstanding, access track and bridge carrying public highway (The Sheppey Crossing, A249); hardstanding, scrubland and access track (south of Ferry Road); private road and access splay (off Ridham Dock Road); private road and verge (Ridham Dock Road); public road (Ferry Road); scrubland (east of Ridham Dock Road) and public footpath (ZR88); scrubland (south east of railway (Queenborough and Swale) and north of Ferry Road) and public footpath (ZS12); scrubland (west of Ridham Dock Road); scrubland and access track (south east of Ferry Road)

Decommissioning Rights: All rights necessary to decommission any existing pipeline and associated infrastructure / apparatus / equipment on the land at bridge (Kingsferry Bridge) carrying highway (Sheppey Way, B2231) over river, (The Swale), bed and banks thereof and grassland (north east of Kingsferry Bridge); bridge (Kingsferry Bridge) carrying public highway (Sheppey Way, B2231) over river, bed and banks thereof (The Swale); bridge carrying public highway (Sheppey Way, B2231); river (the Swale) and bridge foundation (Kingsferry Bridge) ; grassland, hardstanding, access track, slipway (north of Kingsferry Bridge) and public footpaths (ZR88 and ZR90); hardstanding (south of Kingsferry Bridge and north of Ferry Road); public footway (Sheppey Way, B2231) and verge (north east of Kingsferry Bridge); public road (Sheppey Way, B2231); river (The Swale) and bed thereof and cation (Kingsferry Bridge); river (The Swale), bed and banks thereof and bridge carrying public road (Sheppey Way, B2231); river (The Swale), bed and banks thereof and railway bridge (Queenborough and Swale) and works; scrubland (south east of railway (Queenborough and Swale) and north of Ferry Road) and public footpath (ZS12); scrubland and hardstanding (south of Sheppey Way, B2231 and north of Ferry Road)

Drilling Rights: All rights necessary for the purposes of or incidental to the construction of the new gas pipeline and associated infrastructure / apparatus / equipment at private road and verge (Ridham Dock Road); river (The Swale), foreshore and bed thereof; scrubland (east of Ridham Dock Road) and public footpath (ZR88); verge (Ridham Dock Road); verge (Ridham Dock Road) and scrubland (west of Ridham Dock Road)

Appendix A

"minor tenancy" means a tenancy for a year or from year to year, or any lesser interest

"long tenancy which is about to expire" means a tenancy granted for an interest greater than a minor tenancy, but having on the vesting date a period still to run which is not more than a year and a day. In determining for the purposes of this subsection what period a tenancy still has to run on the vesting date it shall be assumed—

(a) that the tenant will exercise any option to renew the tenancy, and will not exercise any option to terminate the tenancy, then or thereafter available to him,

(b) that the landlord will exercise any option to terminate the tenancy then or thereafter available to him.

Appendix B

Compulsory Purchase (Vesting Declarations) Act 1981 c. 66

Schedule A1

Counter- Notice Requiring Purchase of Additional Land

Paragraph 1

(1) This Schedule applies where an acquiring authority have executed a general vesting declaration in respect of part only of a house, building or factory.

(2) But see section 2A of the Acquisition of Land Act 1981 (under which a compulsory purchase order can exclude from this Schedule land that is 9 metres or more below the surface).

Paragraph 2

A person able to sell the whole of the house, building or factory ("the owner") may serve a counter-notice requiring the authority to purchase the owner's interest in the whole.

Paragraph 3

A counter-notice under paragraph 2 must be served before the end of the period of 28 days beginning with the day the owner first had knowledge of the general vesting declaration.

Paragraph 4

In a case where this Schedule applies by virtue of a general vesting declaration executed after a counter-notice has been served under paragraph 4 or 17 of Schedule 2A to the Compulsory Purchase Act 1965, that counter-notice is to have effect as a counter-notice served under this Schedule.

Paragraph 5 In this Schedule:

"*additional land*" means the part of the house, building or factory not specified in the general vesting declaration;

"*house*" includes any park or garden belonging to a house;

"*land proposed to be acquired*" means the part of the house, building or factory specified in the general vesting declaration;

"*notice to treat*" means a notice to treat deemed to have been served under section 7(1);

"*original vesting date*" is the first day after the end of the period specified in the general vesting declaration in accordance with section 4(1).

Paragraph 6

- (1) On receiving a counter-notice the acquiring authority must decide whether to:-
- (a) withdraw the notice to treat in relation to the land proposed to be acquired;
 - (b) accept the counter-notice; or
 - (c) refer the counter-notice to the Upper Tribunal.

(2) But the acquiring authority may not decide to withdraw the notice to treat if the counter-notice was served on or after the original vesting date.

Paragraph 7

The authority must serve notice of their decision on the owner within the period of 3 months beginning with the day on which the counter-notice is served ("the decision period").

Paragraph 8

If the authority decide to refer the counter-notice to the Upper Tribunal they must do so within the decision period.

Paragraph 9

(1) This paragraph applies if the acquiring authority do not serve notice of a decision within the decision period.

(2) If the counter-notice was served before the original vesting date, the authority are to be treated as if they had served notice of a decision to withdraw the notice to treat in relation to the land proposed to be acquired.

(3) If the counter-notice was served on or after the original vesting date, they are to be treated as if they had served notice of a decision to accept it.

Paragraph 10

If the acquiring authority serve notice of a decision to withdraw the notice to treat in relation to the land proposed to be acquired the general vesting declaration is to have effect as if it did not include that land.

Paragraph 11

(1) This paragraph applies where the acquiring authority serve notice of a decision to accept the counter-notice.

(2) The general vesting declaration and the notice to treat (and, where applicable, the compulsory purchase order) are to have effect as if they included the owner's interest in the additional land as well as in the land proposed to be acquired.

(3) The authority must serve on the owner a notice specifying the vesting date or dates for:-

- (a) the land proposed to be acquired (if the counter-notice was served before the original vesting date); and
- (b) the additional land.

(4) The new vesting date for the land proposed to be acquired must not be before the original vesting date.

(5) The vesting date for the additional land must be after the period of 3 months beginning with the day on which the notice under subparagraph (3) is served.

Paragraph 12

(1) This paragraph applies where:-

- (a) the acquiring authority refer the counter-notice to the Upper Tribunal, and
- (b) the counter-notice was served before the original vesting date.

(2) At any time before the Upper Tribunal make a determination under paragraph 14, the acquiring authority may serve notice on the owner specifying a new vesting date for the land proposed to be acquired.

(3) The new vesting date for the land proposed to be acquired must not be before the original vesting date

Paragraph 13

This Part applies where, in accordance with paragraph 8, the acquiring authority refer a counter-notice to the Upper Tribunal.

Paragraph 14

(1) The Upper Tribunal must determine whether the severance of the land proposed to be acquired 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.

(2) In making its determination, the Upper Tribunal must take into account:-

- (a) the effect of the severance,
- (b) the proposed use of the land proposed to be acquired, and
- (c) if that land is proposed to be acquired for works or other purposes extending to other land, the effect of the whole of the works and the use of the other land.

Paragraph 15

If the Upper Tribunal determines that the severance of the land proposed to be acquired would have either of the consequences described in paragraph 14(1) it must determine how much of the additional land the acquiring authority ought to be required to take in addition to the land proposed to be acquired.

Paragraph 16

- (1) This paragraph applies where the Upper Tribunal specifies in its determination that the acquiring authority ought to be required to take the whole or part of the additional land ("the specified land").
- (2) The general vesting declaration and any notice to treat (and, where applicable, the compulsory purchase order) are to have effect as if they included the owner's interest in the specified land.
- (3) The Upper Tribunal must order a vesting date for:-
 - (a) the specified land, and
 - (b) any land proposed to be acquired which has not vested in the authority and for which no vesting date has been specified under paragraph 12.
- (4) If the vesting date for the specified land is after the vesting date for any land proposed to be acquired, the Upper Tribunal's power to award compensation under section 7 of the Compulsory Purchase Act 1965 includes power to award compensation for any loss suffered by the owner by reason of the temporary severance of the land proposed to be acquired.

Paragraph 17

- (1) This paragraph applies where:-
 - (a) the Upper Tribunal has specified in its determination that the acquiring authority ought to be required to take the whole or part of the additional land ("the specified land"), and
 - (b) the vesting date in relation to the land proposed to be acquired has not passed, and
 - (c) the vesting date in relation to the specified land has not passed.
- (2) The acquiring authority may, within the period of 6 weeks beginning with the day on which the Upper Tribunal made its determination, withdraw the notice to treat in relation to the land proposed to be acquired together with the specified land.
- (3) If the acquiring authority withdraws the notice to treat, the general vesting declaration is to have effect as if it did not include that land.
- (4) 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.
- (5) Any dispute as to the compensation is to be determined by the Upper Tribunal.

**Compulsory Purchase Vesting Declarations Act 1981
Schedule 1**

Paragraph 11

- (1) where land specified in a general vesting declaration is, together with other land not so specified, charged with a rentcharge, such proportion of the rentcharge as may be apportioned under section 18 of the Compulsory Purchase Act 1965 to the first-mentioned land shall, subject to sub-paragraph (3) below, be treated as having been extinguished by virtue of Part III of this Act on the vesting of that land in an acquiring under that Part
- (2) Where by virtue of sub-paragraph (1) a portion of the rentcharge is treated as having been extinguished, the provisions of section 18 of the Compulsory Purchase Act 1965 shall have effect as if the extinguishment had taken place under that section.
- (3) If, in the circumstances described in sub-paragraph (1) above, the person entitled to the rent charge and the owner of the land subject there to enter into an agreement to that effect, the said section 18 shall have effect as if, at the time of the vesting of the land in the acquiring authority under Part III of this Act, the person entitled to the rent charge had released that land from the rent charge on the condition mentioned in subsection (2) of that section; and in that case no part of the rentcharge shall be treated as having been extinguished as regards the remaining part of the land charged therewith.
- (4) In this paragraph "rentcharge" has the same meaning as in section 18 of the Compulsory Purchase Act 1965.

Paragraph 12

Where land specified in a general vesting declaration is, together with other land not so specified, comprised in a tenancy for a term of years unexpired, section 19 of the Compulsory Purchase Act 1965 shall have effect in relation thereto as if for references to time of the apportionment of rent therein

Plan

Map referred to in The Southern Gas Networks PLC (Kingsferry Gas Pipeline Replacement Project) Compulsory Purchase Order 2023

Key:

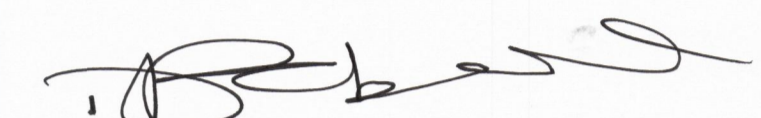
- CPO Boundary
- Rights to be acquired

EXECUTED as a Deed by

affixing the Common Seal of

SOUTHERN GAS NETWORKS PLC

in the presence of:



5828

PAUL DENNIFF

Duly authorised by a resolution of the Board of Directors of the Company pursuant to the company's Articles of Association

12th October 2023

Coordinate System: British National Grid
Projection: Transverse Mercator
Datum: OSGB 1936

Interest:

N/A

Location:

Kingsferry Bridge, Sheppey Way, Kent, ME9 8SS

Coords:

591646, 169555

Scheme Name:

Kingsferry Bridge Gas Pipeline Replacement

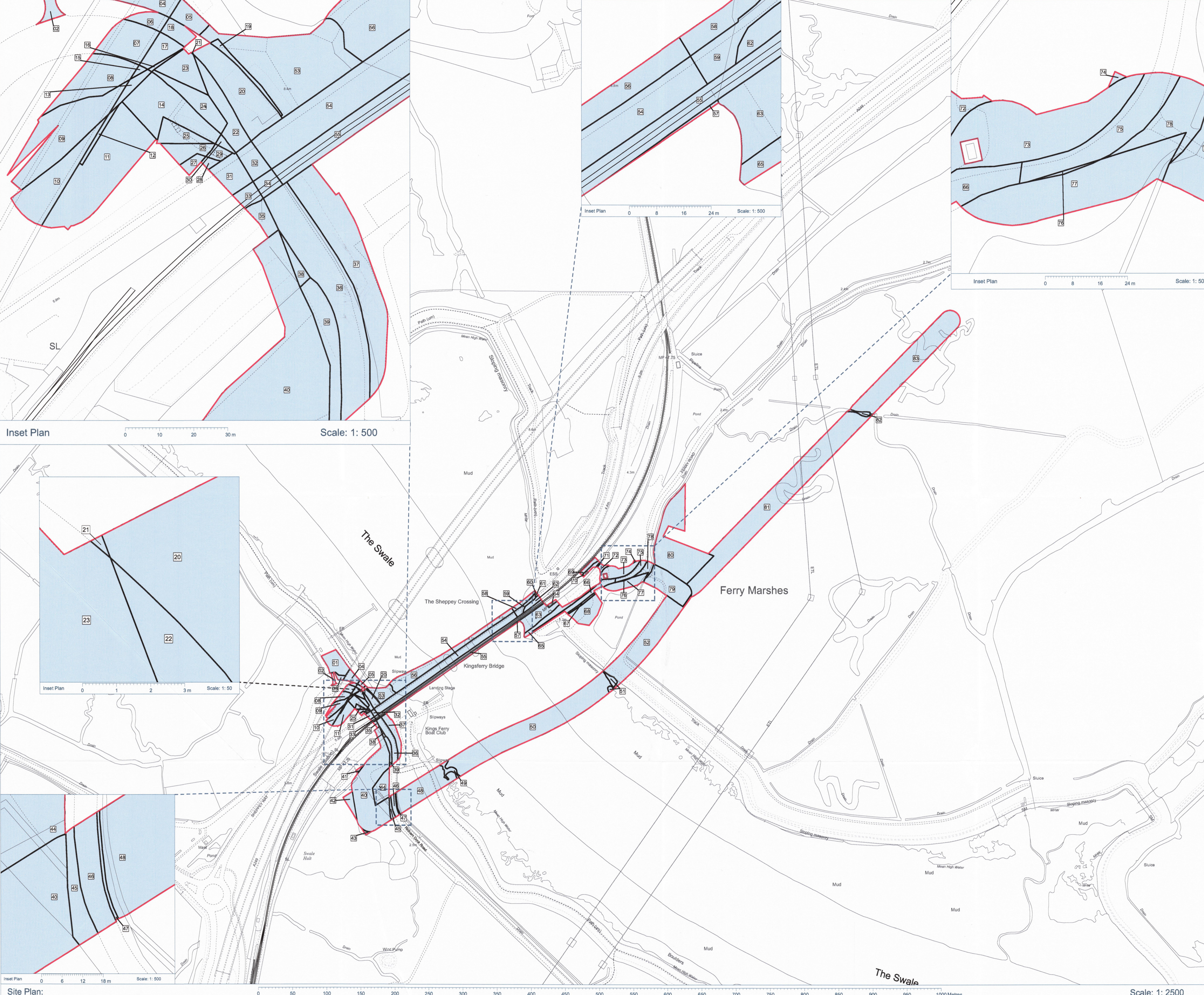
Drawing No: 180438_PLN_CPO_476.1

Rev	Date	Description
-	05.10.2023	First Issue

Drawn: PR
Approved: DB
Sheet No: 1 of 1
Sheet Size: A1



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Inset Plan Scale: 1: 500

Inset Plan Scale: 1: 500

Inset Plan Scale: 1: 500

Inset Plan Scale: 1: 50

Inset Plan Scale: 1: 500

Site Plan Scale: 1: 2500

Drawing Location: C:\Users\PHIL\REES\Dalcour Maclaren\Kingsferry Bridge and Sheppey IP 180438_PLN_CPO_476_Land Plan\180438_PLN_CPO_476_Land Plan.aprx