

DATED

25th November

199 2

MR A KIPLING

TO

SHELL CHEMICALS U.K. LIMITED

DUPLICATE/

DEED OF GRANT

of

easements and rights relating
to a pipe-line to be laid in
land at
Hardendale Hall
Shap Penrith

in the County of

Cumbria

Cartmell Shepherd
Viaduct House
Carlisle CA3 8EZ
MXH/ED43

THIS DEED OF GRANT is made the

25th

day of

November 1992

BETWEEN ALAN KIPLING of Hardendale Hall, Shap, Penrith, Cumbria, CA10 3LQ.

(hereinafter called "the Owner")

and

SHELL CHEMICALS U.K. LIMITED, whose registered office is at Heronbridge House, Chester Business Park, Chester, CH4 9QA,

(hereinafter called "the Company")

WHEREAS :

- (1) On the 28th day of March 1991 the Secretary of State for Energy granted a pipe-line construction authorisation in accordance with the Pipe-lines Act 1962 for the construction of a cross-country pipe-line by the Company between the Company's land at the B.P. Grangemouth Refinery in the Central Region of Scotland and the Company's freehold land adjacent to Oil Sites Road forming part of the Stanlow Refinery Ellesmere Port in the County of Cheshire
- (2) The Company is the owner in fee simple in possession of the Dominant Tenements (as hereinafter defined)
- (3) The route of the said cross-country pipe-line runs through the land described in the First Schedule hereto ("the Property")
- (4) The Owner has agreed to grant to the Company the easements and other rights set out herein and upon the terms hereinafter appearing

NOW THIS DEED WITNESSETH as follows :-

1. In this Deed and the Schedules hereto :-

- (1) Unless the context otherwise requires the singular shall include the plural and the masculine shall include the feminine and the neuter and where there are two or more persons included in the expression "the Owner" references to the Owner shall be deemed to include all such persons and obligations expressed to be made by or implied on the part of the Owner shall be deemed to be made by such persons jointly and severally
- (2) The following expressions are used with the following meanings that is to say :-
 - (a) "the Pipe-line System" means the cross-country pipe-line between the Company's said land at Grangemouth and at Stanlow constructed in accordance with the said pipe-line construction authorisation of the Secretary of State including such apparatus and works as are specified in section 65(2) of the Pipe-lines Act 1962 and all wrapping and protective materials
 - (b) "the Company" means unless the context so precludes the Company and its successors and assigns in whom the benefit of the easements and other rights hereby granted shall for the time being be vested
 - (c) "the Owner" means unless the context so precludes the Owner and his successors in title the owners for the time being of the Property
 - (d) "the pipe-line" means such part of the Pipe-line System as has been or is to be laid through under or over the Property
 - (e) "the Specified Rights" means the easements and rights specified in the Second Schedule hereto
 - (f) "the Diversion Provisions" means the obligations rights and provisions specified in the Third Schedule hereto
 - (g) "the Dominant Tenements" means the Company's said land at Grangemouth and Stanlow aforesaid and each and every part thereof
 - (h) "the Easement Strip" means such part of the Property whose surface boundaries are vertically above or below any point lying 3.05 metres (10 feet) in the horizontal plane from any point on the outer surface of the line of pipes forming part of the

pipe-line, whether such first mentioned point lies within the Property or not

2. In consideration of the sum of £4318.62 on or before the date hereof paid by the Company to the Owner (the receipt and payment whereof are hereby acknowledged) the Owner as Beneficial Owner HEREBY GRANTS AND CONVEYS unto the Company

All and Singular the Specified Rights to hold the same unto the Company as easements in fee simple TOGETHER with the benefit of such of the provisions of the documents mentioned in the First Schedule hereto as are capable of protecting the Company as owner of the Specified Rights TO THE INTENT that the Specified Rights may be annexed and appurtenant to the whole and each and every part of the Dominant Tenements and the rights acquired by the Company or its successors in title or assigns for the purposes of the Pipe-line System

3. The Company HEREBY COVENANTS with the Owner that the Company will :-
- (1) At all times take all reasonable and proper precautions to ensure that in the exercise of the Specified Rights as little damage as is reasonably practicable is caused to the Property and any crops or structures thereon or drains thereunder and pay compensation to the Owner or other occupier of the Property for any loss damage or injury suffered by him by reason of the exercise of the Specified Rights or any of them except to the extent that such loss damage or injury results from the negligence of the Owner or his tenants or licensees or other occupier or occupiers of the Property their respective servants or workmen or others authorised by them
 - (2) With all practical speed reinstate and put any part of the Easement Strip opened or broken up in the exercise of the Specified Rights into as good condition in all respects so far as is practicable as the same was in prior to such opening or breaking up as aforesaid and pay compensation to the Owner or other occupier of the Easement Strip for any loss or damage suffered by reason of any such exercise as aforesaid
 - (3) Keep the pipe-line in good repair and condition
 - (4) Indemnify and keep indemnified the Owner and his tenants or licensees or other occupier or occupiers for the time being of the Easement Strip from and against all loss damage claims demands costs and expenses and liabilities whatsoever in respect of the exercise of the Specified Rights (including but without prejudice to the generality of this clause the negligent or wilful act or default of any person or persons directly or indirectly employed by the Company in connection with the exercise of the Specified Rights) or which may arise or be incurred by virtue of any damage or destruction of the Pipe-line System or apparatus or equipment attached thereto or used in connection therewith or any escape of ethylene or any other material whatsoever from the Pipe-line System or any such apparatus or equipment as aforesaid where such damage or destruction or escape is caused by the acts or omissions (including any malicious damage by a third party) of any person other than the Owner his servants or agents but except any loss damage claims demands costs and expenses and liabilities occasioned by the neglect or default of the Owner or his tenants or licensees or such occupier or occupiers as aforesaid or their respective servants, workmen or others authorised by them Provided that any person claiming indemnity hereunder shall give immediate notice to the Company of every claim or demand made of him which he considers is covered by the indemnity hereinbefore contained and shall not make any admission of liability to the person making the claim or demand or settle or compromise any such claim or demand without the consent in writing of the Company and shall (if so requested by the Company) authorise the Company to negotiate a settlement of any such claim or demand and to conduct on his behalf any litigation which may arise in respect of any such claim or demand upon giving to him such reasonable indemnity as he may require in relation to the costs and expenses of the litigation
 - (5) Perform and observe the Diversion Provisions so far as the same fall to be performed and observed by the Company
 - (6) Pay discharge and indemnify the Owner against all rates and taxes payable in respect of the pipe-line
 - (7) Perform and observe the obligations and provisions set out in the Schedule of Conditions annexed hereto so far as the same fall to be performed and observed by the

Company

4. Subject to clause 5 hereof and the provisions of the Mining Code therein referred to the Owner HEREBY COVENANTS with the Company to the intent that the burden of the covenant may run with and bind the Easement Strip and (for the purpose only of sub-clause (4) and (5) of this clause) the Property and every part thereof respectively and to the intent that the benefit thereof may be annexed to and run with the whole and each and every part of the Dominant Tenements that the Owner will :-

- (1) Not erect construct or place or suffer to be erected constructed or placed any building or structure or carry out or suffer to be carried out any excavation or plant or suffer to be planted or otherwise permit to subsist on the Easement Strip any trees or scrub growth without the previous consent in writing of the Company and where appropriate of the Secretary of State for Energy under section 27 of the Pipe-lines Act 1962
- (2) Not raise or lower or suffer to be raised or lowered the existing level of the surface of the Easement Strip without the previous consent in writing of the Company and where appropriate of the Secretary of State for Energy under section 31 of the Pipe-lines Act 1962
- (3) Not undermine or damage or suffer to be undermined or damaged the pipe-line or do or suffer to be done anything which may interfere with free flow and passage through the pipe-line
- (4) Perform and observe the Diversion Provisions so far as the same fall to be performed and observed by the Owner
- (5) Within three months of any devolution of the title to the Easement Strip or any part thereof (other than by mortgage) give to the Company written notice thereof such notice to state the name and address of the owner for the time being and all other parties interested in the Property and the Company will pay to the Owner the sum of £150 (or such higher sum as shall from time to time be the standard sum payable by the Company therefor) in respect of each such notice so delivered
- (6) Perform and observe the obligations and provisions set out in the Schedule of Conditions annexed hereto so far as the same fall to be performed and observed by the Owner

PROVIDED that nothing in this clause shall prevent the Owner or other occupier of the Easement Strip from carrying on normal agricultural operations or acts of good husbandry (including fencing hedging and ditching) not causing damage to the pipe-line or any material alteration to the existing level of the surface of the Easement Strip

- 5.
- (1) Subject as hereinafter provided the provisions (in this clause called "the Mining Code") substituted by Part II of and the First Second and Third Schedules to the Mines (Working Facilities and Support) Act 1923 for sections 78 to 85 inclusive of the Railways Clauses Consolidation Act 1845 shall be deemed to be incorporated herein
 - (2) In the construction of the Mining Code for the purposes of this Deed the following expressions used therein shall have the following meanings that is to say :-
"minerals" shall be deemed to include sand and gravel
"the mine owner" shall mean the Owner
"the company" shall mean the Company
"the railway" "the works" and "the works of the company" shall mean the Pipe-line System
"the centre of the railway" and "the rail level" shall be deemed to be the centre of the pipe-line as laid
 - (3) Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall be substituted for section 85C of the Mining Code and clause 7 of this Deed shall be substituted for section 85D(3) of the Mining Code
 - (4) Save as provided by sub-clause (2) of this clause the interpretations provided by section 85D(1) and (2) of the Mining Code shall apply for the purposes hereof

6. It is hereby agreed and declared that the Owner or other occupier of the Easement Strip

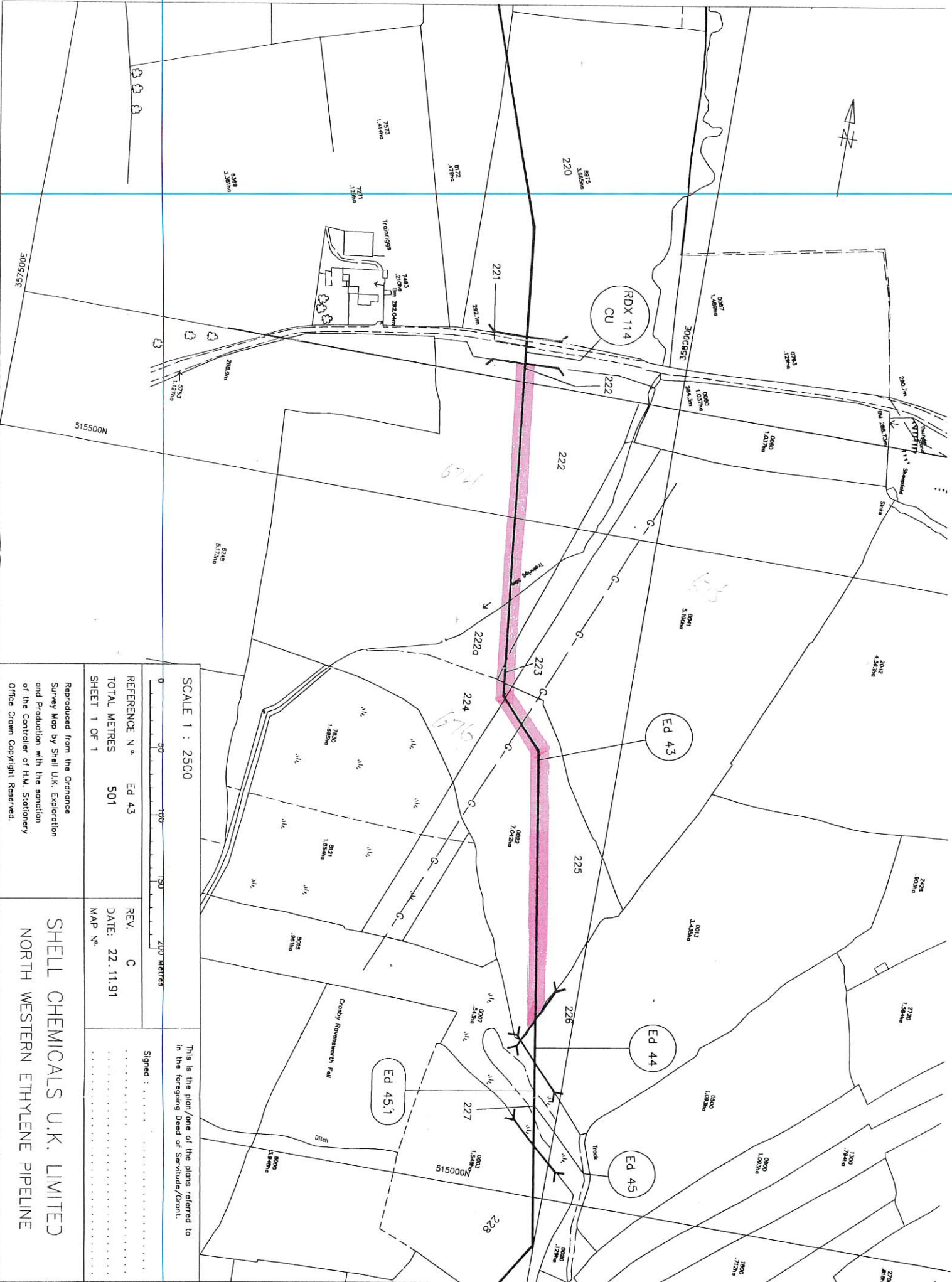
shall have the right to provide any new or improved access and to lay maintain and support sewers drains pipes cables and other services reasonably required across the Easement Strip subject to compliance with the following conditions that is to say :-

- (a) the Owner or other such occupier shall before exercising the said right furnish plans of the work to the Company and shall not commence the work unless and until such plans shall have been approved in writing by the Company Provided that if the Company shall not have sent to the Owner notice of rejection of the plans within two months of having received the same the Company shall be deemed to have approved the same in writing
 - (b) upon signifying its approval of the said plans the Company may specify any protective works whether temporary or permanent which the Company requires to be carried out to ensure the safety of the Pipe-line System and such protective works shall be constructed by and at the cost of the Company save in any case where the access sewers drains pipes cables or other services to be constructed are for the benefit of or are to be used in connection with premises not in the ownership of the Owner when the cost of such protective works shall be borne by the Owner
 - (c) the Owner or other such occupier shall give to the Company fourteen days' notice in writing of the intention to commence work
 - (d) such work shall be carried out in accordance with the plans so submitted to and approved by the Company and shall when commenced be carried out with all reasonable despatch and under the supervision (if so required by the Company) and to the reasonable satisfaction of the Company and
 - (e) any difference arising between the Company and the Owner or other such occupier with regard to plans so submitted the manner of construction of the work or any protective works required by the Company shall be referred to the decision of an independent expert to be appointed failing agreement between the parties by the President for the time being of the Institution of Civil Engineers on the application of either party
7. Any difference which may arise between the Owner and the Company and for the determination of which this Deed does not expressly otherwise provide shall be determined by a single arbitrator to be agreed between the parties or failing such agreement to be appointed by the President for the time being of the Royal Institution of Chartered Surveyors Provided nevertheless that the Owner and the Company shall be entitled to institute proceedings to restrain the other from doing anything which is contrary to the terms and conditions of this Deed
8. The Owner agrees that no part of the pipe-line shall be or become the property of the Owner nor shall the Owner acquire any lien or other right over the pipe-line or any part thereof
9. The Owner hereby acknowledges the right of the Company to the production of the documents of title specified in the Fourth Schedule hereto and to delivery of copies thereof and hereby undertakes with the Company for the safe custody thereof
10. It is declared that the perpetuity period for the purposes of this Deed shall be 80 years from the date hereof
11. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £30,000

IN WITNESS whereof each of the parties to this Deed has executed it as a deed in manner appropriate to that party's status on the day and year first before written

FIRST SCHEDULE, - THE PROPERTY

ALL THAT land situate at Hardendale Hall Shap Penrith in the County of Cumbria and shown for the purposes of identification on the plan annexed to a conveyance dated 18th January 1957 made between (1) George Michael Dalston Ewanke and Constance Annie Evans and (2) Cecily Jane Kipling, Mary Elizabeth Kipling and Thomas Kipling and thereon edged pink excluding any parts previously conveyed to third parties



SCALE 1 : 2500

0 50 100 150 200 METRES

REFERENCE N^o Ed 43
 TOTAL METRES 501
 SHEET 1 OF 1

REV. C
 DATE: 22.11.91
 MAP N^o

Signed :

This is the plan/zone of the plans referred to in the foregoing Deed of Servitude/Cont.

Reproduced from the Ordnance Survey Map by Shell U.K. Exploration and Production with the sanction of the Controller of H.M. Stationery Office Crown Copyright Reserved.

SHELL CHEMICALS U.K. LIMITED
 NORTH WESTERN ETHYLENE PIPELINE

SECOND SCHEDULE - THE SPECIFIED RIGHTS

1. A right to maintain in position any part or parts of the pipe-line already laid or constructed and a right to construct and place the pipe-line in and under the Easement Strip as nearly as reasonably practicable along the line coloured red on the plan(s) annexed to this Deed but so that (i) (except in the case of any such apparatus and works as are specified in section 65(2) of the Pipe-lines Act 1962 or where rock or other physical obstacles or soil conditions prevent the laying of any part of the pipe-line at the depth hereinafter mentioned) no part of the pipe-line when so constructed and placed shall lie upon or within 0.9 of a metre of the surface of the Easement Strip and (ii) the construction and placing of any such apparatus and works as aforesaid on the surface of the Easement Strip or at a lesser depth thereunder than 0.9 of a metre shall be subject to prior consultation with the Owner as to the actual location of any such apparatus and works
2. Subject to the provisions of the Schedule of Conditions annexed hereto a right for the officers servants and agents of the Company at all reasonable times and in an emergency at all times with or without contractors surveyors employees and others and with or without motor or other vehicles plant apparatus and materials to enter upon the Easement Strip and to pass over and across the Property and any other adjoining land of the Owner to obtain access to and egress from the Easement Strip along such route as shall be agreed between the Owner and the Company for the purpose of exercise of any of the rights granted to the Company by this Deed and temporarily to place on the Easement Strip any such plant apparatus and materials required to be used in connection with the purposes aforesaid
3. A right to excavate and open up so much of the Easement Strip and to carry out such works thereon as may be reasonably required for the purpose of laying constructing maintaining adjusting altering renewing repairing testing cleansing relaying making safe or removing any part or parts of the Pipe-line System
4. A right to divert or alter the position of the pipe-line or any part or parts thereof in accordance with the Diversion Provisions
5. Subject to the provisions of paragraph 15 of the Schedule of Conditions annexed hereto a right to construct maintain and use on the Easement Strip ground and aerial marker posts or special locked gates and bridges and culverts to facilitate inspection and maintenance of the Pipe-line System or for protecting it from damage
6. A right to manage work and use the pipe-line
7. A right to use or permit to be used the pipe-line to transmit ethylene or any other material or substance the transmission of which is for the time being not prohibited by law either between the Dominant Tenements or from or to such other place or places as the Company may require the easements and other rights granted by this Deed being deemed to be annexed to each of the Dominant Tenements independently of the others
8. Subject to clause 5 of the foregoing Deed a right to continuous vertical and lateral support for the pipe-line from the Easement Strip
9. Subject to the provisions of the Schedule of Conditions annexed hereto a right for the agents and servants of the Company at any time and from time to time to enter upon the Property and any other land of the Owner adjoining the Easement Strip
10. A right to remove any trees which or the roots of which may grow in or over or under the Easement Strip

THE THIRD SCHEDULE - THE DIVERSION PROVISIONS

1. In this Schedule the following expressions shall have the following meanings that is to

say:-

- (1) "development" shall have the meaning assigned thereto by section 22 of the Town and Country Planning Act 1971 save that it shall not include the carrying out of mining operations
- (2) "diversion route" means the route to be agreed or determined in accordance with paragraph 3 of this Schedule
- (3) "planning permission" shall have the meaning assigned thereto by section 290 of the Town and Country Planning Act 1971

2. (1) If the Owner desires to carry out any development of the Property he will :-
 - (a) supply to the Company full details thereof in writing and
 - (b) use his best endeavours with the assistance if requested of the Company free of charge so to arrange the development as to avoid the diversion of the pipe-line and will consult with the Company to this end
- (2) If following such consultations :-
 - (a) the Owner obtains planning permission for the development but the same is prevented solely by reason of the position of the pipe-line or
 - (b) planning permission for the development is refused solely by reason of the position of the pipe-line

the Owner shall give written notice to the Company stating whether or not the Owner requires the diversion of the pipe-line or part thereof whereupon the Company may in its unfettered discretion elect by notice in writing to be delivered within three months of the receipt of the Owner's notice either

- (i) to carry out such works to the pipe-line as may be necessary so that the position of the pipe-line does not prevent the development or
- (ii) to divert the pipe-line or part thereof along the diversion route or
- (iii) to pay the Owner compensation for the loss in value of that part of the Property by reason of the restriction of development due to the existence of the pipe-line such compensation to be determined in default of agreement by an arbitrator to be agreed between the Owner and the Company or failing agreement to be appointed by the President for the time being of The Royal Institution of Chartered Surveyors

PROVIDED ALWAYS that if the Owner obtains planning permission for the development but does not give notice as aforesaid to the Company requiring diversion of the pipe-line or part thereof he shall nevertheless notify the Company of the obtaining of such planning permission and if the Company shall be of the opinion that the development would be likely to cause damage to the pipe-line or any interference with the exercise of the Specified Rights the Company may elect to divert the pipe-line or part thereof along the diversion route

3. The diversion route shall be such route within the Property as shall be agreed between the Owner and the Company or failing agreement as shall be determined by an arbitrator to be appointed by the President for the time being of the Institution of Civil Engineers as being the route which will cause the least possible interference with the use and enjoyment by the Owner of the Property commensurate with the reasonable requirements of the Company in connection with the reconstruction of the pipe-line and its use as part of the Pipe-line System

4. On a diversion of the pipe-line or part thereof under the preceding paragraphs of this Schedule :-
 - (1) no consideration shall be payable by the Company to the Owner but the Company shall make reasonable compensation to the Owner or other occupier of the Property in respect of any loss of profit or disturbance or damage to crops resulting from the diversion and the Company shall make good any damage to the surface of the Property to the reasonable satisfaction of the Owner

- (2) the pipe-line's points of ingress to and egress from the Property shall not (save where the Company otherwise allows) be varied and any special gates or marker posts at these points shall remain in situ
- (3) the Owner's reasonable Surveyor's fees in connection with the diversion shall be borne by the Company
- (4) the provisions of this Deed shall be deemed to apply mutatis mutandis to the pipe-line as so diverted and the Owner shall if so required by the Company execute such further instrument or instruments as may be necessary but save where only part of the pipe-line has been diverted all references to the Diversion Provisions shall be deemed to be deleted therefrom
- (5) as to the whole or any particular part of the pipe-line the said diversion or payment of compensation in lieu thereof shall take place or be payable once only

THE FOURTH SCHEDULE
(Schedule of Deeds and Documents)

18th January 1957

CONVEYANCE

(1) George Michael Dalston Ewbanke and Constance Annie Evans (2) Cecily Jane Kipling, Mary Elizabeth Kipling and Thomas Kipling

18th May 1973

DEED OF GIFT

(1) Thomas Kipling and Mary Elizabeth Kipling (2) the Owner

SIGNED AND DELIVERED as a Deed
by the said ALAN KIPLING
in the presence of:-

A. Kipling.

Chapman
Secretary
Penrill

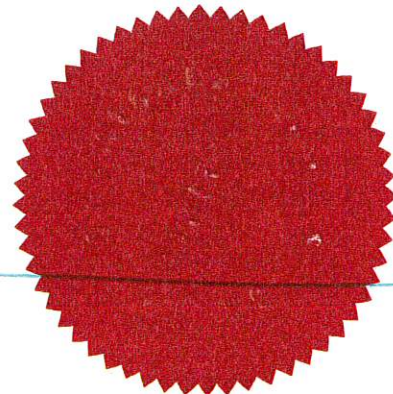
GIVEN UNDER THE COMMON SEAL OF
SHELL CHEMICALS U.K. LIMITED

Director

Alan Kipling

Assistant Secretary

Penrill



SCHEDULE OF CONDITIONS

1. DEFINITIONS

In this Schedule of Conditions the following expressions are used with the following meanings that is to say :-

"the Affected Strip"	means the Servitude Strip (as defined in the Deed of Servitude) or, as the case may be, the Easement Strip (as defined in the Deed of Easement), namely that part of the Property whose surface boundaries are vertically above or below any point lying 3.05 metres (10 feet) in the horizontal plane from any point on the outer surface of the line of pipes forming part of the pipe-line, whether such first mentioned point lies within the Property or not;
"the Deed"	means in relation to those properties in Scotland which are affected by the Pipe-line System the Deed of Servitude in terms of which the Specified Rights are granted and in relation to those properties in England which are so affected the Deed of Easement in terms of which the Specified Rights are granted;
"the Relevant Ministry"	means the Department of Agriculture and Fisheries for Scotland in the case of properties in Scotland and the Ministry of Agriculture Fisheries and Food in the case of properties in England;
"the Specified Rights"	means the rights granted in terms of the Deed being the rights specified in Part 5 of the Schedule to the Deed in the case of land in Scotland and the rights specified in the Second Schedule to the Deed in the case of land in England;
"the Works"	means the operation of constructing the pipe-line and where the context so requires the subsequent operations of inspecting maintaining replacing and renewing the pipe-line;
"the Working Width"	means the strip of land normally not exceeding 20 metres in width (including the Affected Strip) required for the Works;
"referred to arbitration"	means in relation to properties in Scotland referred to an arbiter to be appointed (failing agreement) by the Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors and in relation to properties in England referred to an arbitrator to be appointed (failing agreement) by the President for the time being of the Royal Institution of Chartered Surveyors;

expressions to which a meaning is given in the Deed have the same meanings when used in this Schedule of Conditions.

2. PROFESSIONAL CHARGES AND COSTS

All professional charges reasonably incurred by the Owner or the occupier in connection with the acquisition by the Company of the Specified Rights (including completion of the Deed) or in relation to any claim for compensation arising under the provisions of the Deed will be borne by the Company. In those cases where time is spent by the Owner or the occupier of the Affected Strip or their respective servants in consultation with the Company as to works of reinstatement or other matters arising from the exercise of the Specified Rights the Company will pay fair and reasonable compensation for such time so spent Provided that no payment will be made where the spending of such time is not reasonably necessary having regard to the Company's obligations procedures and practices under the Pipe-lines Act 1962.

3. PAYMENT TO OWNERS

As consideration for the grant of the Specified Rights the Company shall pay the Owner :-

- (1) £6.47 per metre where the pipe-line runs through agricultural and other land (including land used for forestry purposes) except land described in (2) below;
- (2) £3.23 per metre in respect of all agricultural land of low quality such as rock heath moorland and peat and other land of low value.
(The above payments are nett of Value Added Tax).

4. PAYMENT TO OCCUPIERS

The Company shall pay to the occupier of land over which the Specified Rights are granted the sum of £2.15 per metre for land described in condition 3(1) above and £1.08 per metre for land described in condition 3(2) above. This sum shall be paid once only by the Company and is in addition to compensation for loss or damage as set out elsewhere in these conditions. This sum shall be payable to the Owner (in addition to the payments under condition 3(1) and/or condition 3(2) above) where he is also the occupier. No person shall receive less than the following minimum payments, namely £300 to an Owner and £100 to an occupier, both payments being made to an Owner who is also the occupier. Thus the total payment to an Owner/occupier will be £8.62 per metre for land described in condition 3(1) above and £4.31 per metre for land described in condition 3(2) above.
(The above payments are nett of Value Added Tax).

5. TIMING OF PAYMENTS

Payment of the sums due to Owners under conditions 3 and 4 above shall be made in exchange for the Deed duly executed by the Owner (and, where appropriate, any third party) except where the Company takes entry to the Affected Strip for the purposes of the Works prior thereto in which event a sum equivalent to 75% of the sum due to the Owner under conditions 3(1) and/or 3(2) above shall be paid to the Owner at or within 28 days after such entry and the balance of 25% shall be placed on deposit by the Company in the joint names of the solicitors representing the Company and the Owner respectively which deposit (together with all interest accrued thereon) will be handed over to the Owner's solicitors in exchange for the Deed duly executed by the Owner (and, where appropriate, such third party).

Payment of the sums due to occupiers under condition 4 above shall be made at or within 28 days after the date upon which the Company takes entry to the Affected Strip.

6. GENERAL OBLIGATIONS OF THE COMPANY

In addition to the obligations placed on the Company in terms of this Schedule of Conditions the Deed itself imposes obligations on the Company :-

- (1) at all times to take all reasonable and proper precautions to ensure that in the exercise of the Specified Rights as little damage as is reasonably practicable is caused to the Property and any crops or structures thereon or drains thereunder and to pay compensation to the Owner or other occupier of the Property for any loss damage or injury suffered by him by reason of the exercise of the Specified Rights or any of them except to the extent that such loss damage or injury results from the negligence of the Owner or his tenants or licensees or other occupier or occupiers of the Property or their respective servants or workmen or others authorised by them;
- (2) with all practical speed to reinstate and put any part of the Affected Strip opened or broken up in the exercise of the Specified Rights into as good a condition in all respects so far as is reasonably practicable as the same was in prior to such opening or breaking up as aforesaid and to pay compensation to the Owner or other occupier of the Affected Strip for any loss or damage suffered by reason of any such exercise as aforesaid;
- (3) to keep the pipe-line in good repair and condition;
- (4) to indemnify and keep indemnified the Owner and his tenants or licensees or other occupier or occupiers for the time being of the Affected Strip from and against all loss damage claims demands costs and expenses and liabilities wheresoever in respect of the exercise of the Specified Rights (including but without prejudice to the generality of this clause the negligent or wilful act or default of any person or persons directly or indirectly employed by the Company in connection with the exercise of the Specified Rights) or which may arise or be incurred by virtue of any damage or destruction of the Pipe-line System or any apparatus or equipment attached thereto or used in connection therewith or any escape of ethylene or any other material whatsoever from the Pipe-line System or any such apparatus or equipment as aforesaid where such damage or destruction or escape is caused by the acts or omissions (including any malicious damage by a third party) of any person other than the Owner his servants or agents but except any loss damage claims demands costs and expenses and liabilities occasioned by the neglect or default of the Owner or his tenants or licensees or such occupier or occupiers as aforesaid or their respective servants or workmen or others authorised by them Provided that any person claiming indemnity shall give immediate notice to the Company of every claim or demand made of him which he considers is covered by the foregoing indemnity and shall not make any admission of liability to the person making the claim or demand or settle or compromise any such claim or demand without the consent in writing of the Company and shall (if so requested by the Company) authorise the Company to negotiate a settlement of any such claim or demand and to conduct on his behalf any litigation which may arise in respect of any such claim or demand upon giving to him such reasonable indemnity as he may require in relation to the costs and expenses of the litigation;
- (5) to perform and observe the Diversion Provisions so far as the same fall to be performed and observed by the Company;
- (6) to pay discharge and indemnify the Owner against all rates and taxes payable in respect of the pipe-line.

7. GENERAL OBLIGATIONS OF THE OWNER

In addition to the obligations placed on the Owner in terms of this Schedule of Conditions the Deed itself imposes obligations on the Owner :-

- (1) ~~not to erect construct or place or suffer to be erected constructed or placed any building or structure or carry out or suffer to be carried out any excavation or plant~~ or suffer to be planted or otherwise permit to subsist on the Affected Strip any trees or scrub growth without previous consent in writing of the Company and where appropriate of the Secretary of State for Energy under section 27 of the Pipe-lines Act 1962;
- (2) not to raise or lower or suffer to be raised or lowered the existing level of the surface of the Affected Strip without the previous consent in writing of the Company and where appropriate of the Secretary of State for Energy under section 31 of the

Pipe-lines Act 1962;

- (3) not to undermine or damage or suffer to be undermined or damaged the pipe-line or do or suffer to be done anything which may interfere with free flow and passage through the pipe-line;
- (4) to perform and observe the Diversion Provisions so far as the same fall to be performed and observed by the Owner;
- (5) within three months of any change of ownership of the Affected Strip or any part thereof to give to the Company written notice thereof such notice to state the name and address of the owner for the time being and all other parties interested in the Property and the Company will pay to the Owner the sum of £150 (or such higher sum as shall from time to time be the standard sum payable by the Company therefor) in respect of each such notice so delivered

PROVIDED that nothing in the foregoing shall prevent the owner or the occupier of the Affected Strip from carrying on normal agricultural operations or acts of good husbandry (including fencing hedging and ditching) not causing damage to the pipe-line or any material alteration to the existing level of the surface of the Affected Strip.

8. REINSTATEMENT OR COMPENSATION

The Company accepts as a general principle that it will carry out reinstatement of land rather than pay compensation.

9. PAYMENT OF COMPENSATION

Where it is not possible to agree the precise amount of any item of compensation payable within three months of the making of the claim therefor the Company will forthwith and without prejudice to the final settlement of the matter make such payment on account as shall represent the amount of compensation which the Company considers to be the proper amount attributable to that item or as may be otherwise agreed between the parties.

10. SUPERVISION

Before the Works are begun a Farmer Liaison Officer appointed by the Company shall visit the occupiers of all land along the route of the Pipe-line System to find out the particular requirements of each occupier on such matters as fencing, top soil, water supply etc. All works executed in on over or under the Affected Strip in exercise of the Specified Rights will so far as is practicable be carried out under the supervision of the Company who will be responsible for appointing a sufficient number of local representatives authorised to deal on behalf of the Company with any complaint arising and for notifying the occupier of the Affected Strip of the identity address and telephone number of the appropriate representative, who shall maintain contact with the Owners and the occupiers along the route of the Pipe-line System during the progress of the Works. The Company shall accept responsibility for the actions of its contractors and sub-contractors in connection with the Works except for actions carried out expressly at the request of the Owner or the occupier or in consequence of or arising from any private arrangement between an Owner and/or an occupier and any contractor or sub-contractor. Owners and occupiers of land along the route of the Pipe-line System are asked only to contact the Company's said representative. Any problems relating to the pipe-line during construction or reinstatement should be reported to him in order that appropriate action may be taken at that time and that suitable compensation (if applicable) may be assessed on completion of the Works.

11. RECORD OF CONDITION

Before the commencement of the Works a record of the state or condition of the land of the Owner likely to be affected thereby shall be prepared by the Company for agreement with the Owner and the occupier and the particulars thereof shall be supplied to the Owner and the occupier of the said land and to any other persons concerned.

12. COMMENCEMENT OF THE WORKS

The Company will give the Owner and any other occupier of the Affected Strip as long notice as may be reasonably practicable of its intention to commence the Works. The period of notice shall (except in emergency) be not less than 21 days.

13. WORKING WIDTH

The Working Width shall not normally be more than 20 metres. The Company shall be entitled to use additional working width of up to 12 metres on either side of the Working Width at crossing points of road, railways, rivers or similar obstacles and on side slopes. Any working width in excess of these limits shall be the subject of separate negotiation and payment.

14. ACCESS TO THE WORKS

- (1) Any access required to the Working Width otherwise than along the Working Width itself shall be the subject of separate negotiation and payment. Owners and occupiers are advised to negotiate with the Company rather than with the contractors in regard to any such access.
- (2) Strict instructions shall be given to prevent contractors' workmen trespassing outside the Working Width or any access thereto that has been agreed with the Company.
- (3) So far as reasonably practicable private roads and footpaths shall be reinstated to a condition equivalent to that subsisting before the commencement of the Works to the reasonable satisfaction of the Owner and the occupier.

15. ACCESS FOR OWNERS AND OCCUPIERS DURING THE WORKS

The Company will :-

- (1) provide all facilities reasonably required for maintaining and affording means of communication and access between parts of any land of the Owner temporarily severed by reason of the Works;
- (2) maintain all existing means of access across the Affected Strip during the period of the Works by means of such adequate temporary crossings as may be reasonably required by the occupier; and
- (3) take reasonable steps to permit the provision by the Owner of any new or improved access reasonably required after construction of the pipe-line has been completed.

16. INSPECTION AND MAINTENANCE

Except in case of emergency the Company will give to all occupiers of the Affected Strip prior notice of intended inspection (other than inspection from the air) or of any other intended entry in exercise of the Specified Rights. The occupier shall be consulted as to the means of access necessary to carry out such maintenance or inspection. Special permanent accesses may be needed in which event they will be separately negotiated by the Company with the Owner and occupier.

17. IDENTIFICATION

All representatives of the Company and its servants or agents while engaged in exercise of the Specified Rights will carry and produce on request adequate means of identification and compensation will be paid in respect of all damage caused by such representatives servants or agents in the course of any such exercise.

18. TRIAL HOLES AND TEST BORINGS

Where necessary trial holes or test bores in advance of the Works shall be opened or made only after consultation between the occupier and the Company. The method of carrying out such work shall be such as to cause the least practicable disturbance to the occupier and in all cases where practicable by means of portable augers.

19. DEPTH OF PIPELINE

Except where rock is encountered or where a vertical deviation is reasonably required for engineering purposes, the pipe-line shall be laid and maintained at a cover of not less than 0.9 metres from the original surface of the land to the top of the pipe-line. Where rock is encountered on or near the surface the Company shall consult with the Owner and the occupier and the pipe-line shall be laid and maintained at such a depth as may be safe having regard to the surface of the land, but in any event so that the top of it shall not be less than 0.5 metres below the top of the rock stratum or 0.9 metres below the original surface of the land whichever is the less. The pipe-line shall wherever practicable be laid and maintained so as to avoid continuing interference with normal agricultural operations. Where cover is less than 0.9 metres, the occupier shall always be told of the depth of the pipe-line as laid in his land and a record shall be kept by the Company. At road, rail, river and canal crossings and other obstacles special arrangements may have to be made after consultation with the Owner and the occupier.

20. DITCHES OPEN WATER COURSE ETC

Where the pipe-line crosses a ditch it shall unless otherwise agreed be laid beneath the true cleaned bottom of the ditch. Protective concrete not less than 0.15 metres in thickness will be laid above the pipe-line and there will not be less than 0.6 metres between the true cleaned bottom of the ditch and the top of the protective concrete. The Company will take all reasonably practicable steps to prevent the pollution of water supplies or watercourses and in the event of such pollution occurring by reason of the Works will pay compensation in respect of any costs damage or expenses arising therefrom. So far as is reasonably practicable all ditches open drains and watercourses interfered with by the Works will be maintained by the Company in an effective condition during the period of the Works and thereafter will be left in as good a condition as before the commencement of the Works

21. DRAINS

The Company shall be responsible for reinstating in consultation with the Owner and the occupier all drainage systems which are damaged by reason of the Works and in particular the Company will where the interests of the drainage of the land of the Owner will best be served (as to which any difference between the parties shall be determined by arbitration in terms of condition 39 hereof) lay the pipe-line underneath the said drainage system. If any interference with or disturbance of the functioning of any drain or drainage system including natural drainage in the land of the Owner can be shown to have been caused by the Works the Company will make good so far as is reasonably practicable any damage or injury thereby caused and will pay compensation in so far as the same shall not have been made good. Where the Owner or the occupier spends time in consultation with the Company as to reinstatement of land drainage the Company will pay fair and reasonable compensation for time so spent. ~~The method to be employed in reinstating any drainage system shall be agreed with the occupier and, failing agreement, shall be referred to an expert acceptable to both parties and will include the laying of header drains in advance of the main works where agreed to be necessary. Where renewal of any drainage is required, only skilled agricultural drainers shall be employed. It would help if plans of any existing drainage could be made available to the Company.~~

22. WATER SUPPLIES AND OTHER SERVICES

The Company will use every reasonable endeavour to ensure that existing water supplies and any other services are not interrupted or detrimentally affected by the Works and in the event of any such supplies or services being so interrupted or affected by reason of the Works the Company will forthwith either repair the damage caused or make available an adequate supply or service. The Company will take reasonable steps to permit the provision of sewers drains pipes cables and other services reasonably required after construction of the pipe-line has been completed.

23. RESTORATION OF LAND

Top soil excavated during the Works will be kept apart from all other excavated material and shall not be run over by any machinery. If required by the Owner or other occupier of the Working Width all cultivated turf shall be carefully cut rolled and stacked and carefully replaced. All trenches will be backfilled as soon as possible and great care will be taken to ensure that this backfill is consolidated. Excavated material will be replaced with top soil uppermost so as to restore the Working Width to its former condition so far as is reasonably practicable. The Company will ensure that no large stones are left on the surface after reinstatement of the trench. Any surplus large stones and subsoil will be removed by the Company where specifically requested by the Owner or the occupier and where deemed by the Company to be necessary. All construction debris tools equipment temporary works and litter will be removed from the Working Width as soon as practicable. The top soil of agricultural land shall be left in a loose and friable and workable condition to its full depth and over the whole of the Working Width. If the Owner or the occupier so requires the top 0.3 metres of sub-soil shall be loosened with an agricultural cultivator where the top soil has been removed.

24. FENCING

Except where livestock is kept on the adjoining land the Working Width will normally be delineated by post and wire fencing or otherwise as may be agreed with such occupier. When required fencing shall be such as to exclude rabbits, deer, etc. from woodland already adequately fenced to exclude rabbits, deer, etc. at the commencement of the Works. During the construction of the pipe-line, the Company shall erect at its own expense straining posts in field boundary fences where they are intersected by the Working Width, each part of the field boundary fence to be secured and strained to these straining posts.

25. LIVESTOCK

- (1) Where livestock (including horses) is kept on any part of the land of the Owner which is not separated from the Working Width by a fence or hedge the Working Width will be fenced with a stock-proof fence adequate for the purpose of excluding any such livestock kept on such part of the land of the Owner.
- (2) All such stock-proof fences shall be maintained in position until the use of the Working Width is no longer required and thereafter (unless otherwise agreed with the occupier) until reinstatement of the Working Width is complete.
- (3) The Company will take all reasonably practicable steps to prevent trespass or the straying of animals during the Works and in regard to any part of the Working Width which will or is likely to become subject to additional risk of trespass or the straying of animals by reason of the Works the Company will provide and maintain suitable and adequate barriers wherever necessary for the purpose of preventing or minimising the risk of such trespass or straying.
- (4) If any livestock is killed or injured by reason of the exercise of the Specified Rights the Company shall pay compensation to the owner of such livestock immediately after the

amount of such compensation has been agreed.

26. HEDGES BANKS AND WALLS

If any hedge bank or wall is destroyed or rendered ineffective by reason of the exercise of the Specified Rights the Company will restore the hedge bank or wall so destroyed or rendered ineffective. ~~The Company will erect double protective fencing where necessary and will maintain any replanted hedge and the said double protective fencing in reasonable condition until the replanted hedge is reasonably established and effective.~~

27. FISHING AND SPORTING RIGHTS

The Company shall prohibit its agents and servants from carrying firearms and shall take all reasonably practicable steps to protect any fishing or sporting rights in or over the land of the Owner which may be affected by the exercise of the Specified Rights and shall pay compensation for any loss or damage suffered in respect of such rights by reason of any such exercise.

28. TIMBER

The Company may remove all trees within the Affected Strip. The Company shall only be entitled to remove trees within that part of the Working Width that does not comprise the Affected Strip after consultation with the Owner and the occupier. Before felling commences all trees shall be valued by an appropriate independent expert appointed by the Company. All saleable timber shall remain the property of the timber owner or be purchased from such owner at the value fixed by such expert at such owner's option and (if not purchased) shall be disposed of in accordance with the reasonable requirements of the timber owner. Compensation shall be paid to the Owner where applicable for loss of amenity value.

Compensation shall be paid to the timber owner for any damage to established woodlands caused by windblow resulting from any exercise of the Specified Rights obtained by the Company provided that prompt notice of claim is given to the Company. In so far as the following items, namely loss of future profits (subject to appropriate deferment) on trees felled before maturity, sterilisation of the Affected Strip, future fencing and drainage costs, protection costs such as fire protection and vermin control, edge effect and the repayment of any grant due to the Forestry Commission are caused by the exercise of the Specified Rights compensation shall also be paid for such items by the Company. The cost of initial and subsequent clearance of scrub growth from the Affected Strip shall also be met by the Company. Compensation shall be paid for additional extraction costs due to the existence of the pipe-line.

29. FOSSILS

The Company shall regard any fossils coins or other articles of value discovered in the Working Width as being the property of the Owner. The Company shall make all reasonable efforts to comply with the reasonable requirements of the Owner with respect to such objects provided that the Owner shall pay all the costs reasonably incurred by the Company in so doing.

30. CATHODIC PROTECTION

Where cathodic protection of the pipe-line is provided by the Company all buildings or structures on or under adjoining land which are likely to be detrimentally affected shall be protected by the Company either by bonding in such buildings or structures to the protective system or if the Owner and the occupier of such buildings or structures agree by some equally effective method Provided that in either case such reasonable facilities shall be afforded as the Company may require for this purpose and Provided further that the

provisions of this condition shall not apply to any pipes wires or cables or any like apparatus or to any structures laid or erected in the land of the Owner after the date upon which the Owner gave his consent to the grant of the Specified Rights except to such extent as the Company may agree in writing.

31. ABOVE GROUND EQUIPMENT

- (1) When it is necessary to construct or place any permanent above-ground equipment on the Affected Strip the Company will unless bound by circumstances outside its control agree with the Owner and with the occupier of the part of the Affected Strip in question the siting thereof so as to cause as little obstruction or inconvenience as may be possible in the working of the Affected Strip.
- (2) The line of the pipe-line will be indicated where necessary at field boundaries by means of a marker.
- (3) Gates or stiles will not be constructed in any fence wall or hedge which abuts on land which is not occupied by the Owner or other occupier of the Affected Strip without the consent of the Owner or other such occupier such consent not to be unreasonably withheld.

32. DISEASES

Whenever an area has been declared an infected area on account of foot and mouth disease fowl pest swine fever or other notifiable disease the Company agrees that entry on the Working Width shall be suspended unless there are exceptional circumstances in which case the approval of the Relevant Ministry shall be obtained and any entry on the Affected Strip will be subject to such reasonable conditions as the occupier thereof may require Provided that nothing in this condition shall prevent the Company's servants or agents entering on any part of the Affected Strip forthwith and without giving notice or obtaining any approval in order to remedy a breach or leak in any part of the Pipe-line System. The Company in conjunction with Owners and occupiers directly affected by the Works will take such reasonable precautions as may be necessary to avoid the spreading of notifiable soil borne pests and diseases and will also take reasonable precautions against other soil borne pests and diseases (including Potato Cyst Eelworm) advised to them by any Owner or occupier prior to entry.

33. EXPLOSIVES

Whenever the Company intends to use explosives reasonable notice of such intention shall be given to all Owners and occupiers concerned as to the timing of blasting operations.

34. FACILITIES FOR WORKMEN

- (1) The Company shall not permit caravans or huts to be brought on to the Working Width for sleeping accommodation of workmen and shall ensure that all workmen leave the Working Width at the conclusion of their duties each day. Nothing in this condition shall prevent the Company (if it so wishes) maintaining night watchmen on the Working Width and providing such facilities as may be considered necessary for such night watchmen.
- (2) The Company shall provide such sanitary equipment as may be considered necessary for the convenience of workmen to avoid fouling the surrounding land.

35. DOGS AND POACHING

No dogs shall be brought on the Working Width and poaching is forbidden.

36. SUPPORT OF STRUCTURES

Temporary underpinning, supports and other protective measures for buildings, structures and apparatus in or adjacent to the pipe-line trench shall be of proper design and sound construction and shall be securely placed to the reasonable satisfaction of the Owner, the occupier and of the Company.

37. ABANDONMENT

Should the Company at any time after construction and use of the pipe-line decide to abandon it the Company will render and keep the pipe-line harmless.

38. TRANSFER

On any transfer of the pipe-line to any other party the Company shall ensure that its obligations in respect of the pipe-line under the Deed will be undertaken by the party to whom the transfer is made.

39. ARBITRATION

Any dispute between the Company and an Owner or an occupier as to the amount of compensation payable or as to the amount of reinstatement required or as to the interpretation of these conditions or as to any other matters whatsoever arising between the parties for the determination of which provision is not otherwise made shall be referred to arbitration.