

*Mail Merge Name & Address*

No 1 in mail merge

No 2 in mail merge

Ref: UPRN N0510

Date: 2023

Dear Sir/Madam,

**Proposed Development of Secure Children's Home at Land south of Bonemill Lane, Sleaford, Lincolnshire**

Context

Lincolnshire County Council ("LCC") is looking at the purchase of land at the above location and shown on the attached Plan edged red ("the Site") for the purposes of development for a secure children's home and will shortly submit a planning application.

This development to be located on the Site will replace an existing and ultimately outdated secure facility located elsewhere in Sleaford and provide secure purpose built accommodation for young people aged between 10—17 years of age who have been referred to the home through the Youth Custody Service or through the local authority to provide secure welfare accommodation ("the Development"). – As a secure facility the home is to provide all the facilities needed to support the needs of the young people including educational, therapeutic and medical needs.

Why are LCC writing to me?

The Site is subject to a restrictive covenant preventing any building or structure for a residential use. There is a clear risk that the Development will amount to a breach of this covenant. The restrictive covenant can be seen at clause 13.6/13.6.1 of the attached transfer dated 2<sup>nd</sup> November 2000 between The Farming Investment Company Limited (1) and British Energy Investment (No. 2) Limited (2) ("the Transfer"). – The land you have a legal estate in (freehold owner or other leasehold estate) at (INSERT PROPERTY ADDRESS FROM MAIL MERGE- No. 3) benefits from this restrictive covenant enabling you to enforce any breach of covenant that may arise with the potential to prevent the Development from proceeding.

### The Powers available to LCC

Under s203 of the Housing and Planning Act 2016, LCC has statutory powers available to it to "override" this restrictive covenant. Where the requirements of that section are met LCC has the right to carry out building or maintenance work even if it involves breaching a covenant of the kind affecting the Site. This letter explains the legal effect this would have -- and importantly invites your comment and permits you an opportunity to make representations to LCC before LCC make any final decision whether to proceed with construction on the basis of s203 powers.

The impact of any engagement by LCC of s203 prevents a beneficiary from enforcing the covenant and replaces this with compensation reflective on the beneficiaries' loss. Such compensation is calculated under the compensation code and wholly based on the impact of the "loss" of the covenant on your benefitted land. –A diminution in value (if any) of your legal interest.

LCC's approach is to seek a negotiated solution to the matter but where this is not possible would consider use of the aforementioned powers available to it with engagement of s203 and agreement of compensation (or third party determination in the absence of agreement) happening in later course under section 204 of the Act.

### Professional Costs and Contact

It is our recommendation you seek prompt professional guidance on the content of this letter with chartered surveyor and where appropriate a solicitor. LCC will meet your reasonable and properly incurred professional costs. We would be obliged to hear from you or your professional representatives in early course and ideally before the [date 14 days from the date of the letter] with your comments and observations.

With this in mind please make contact to:

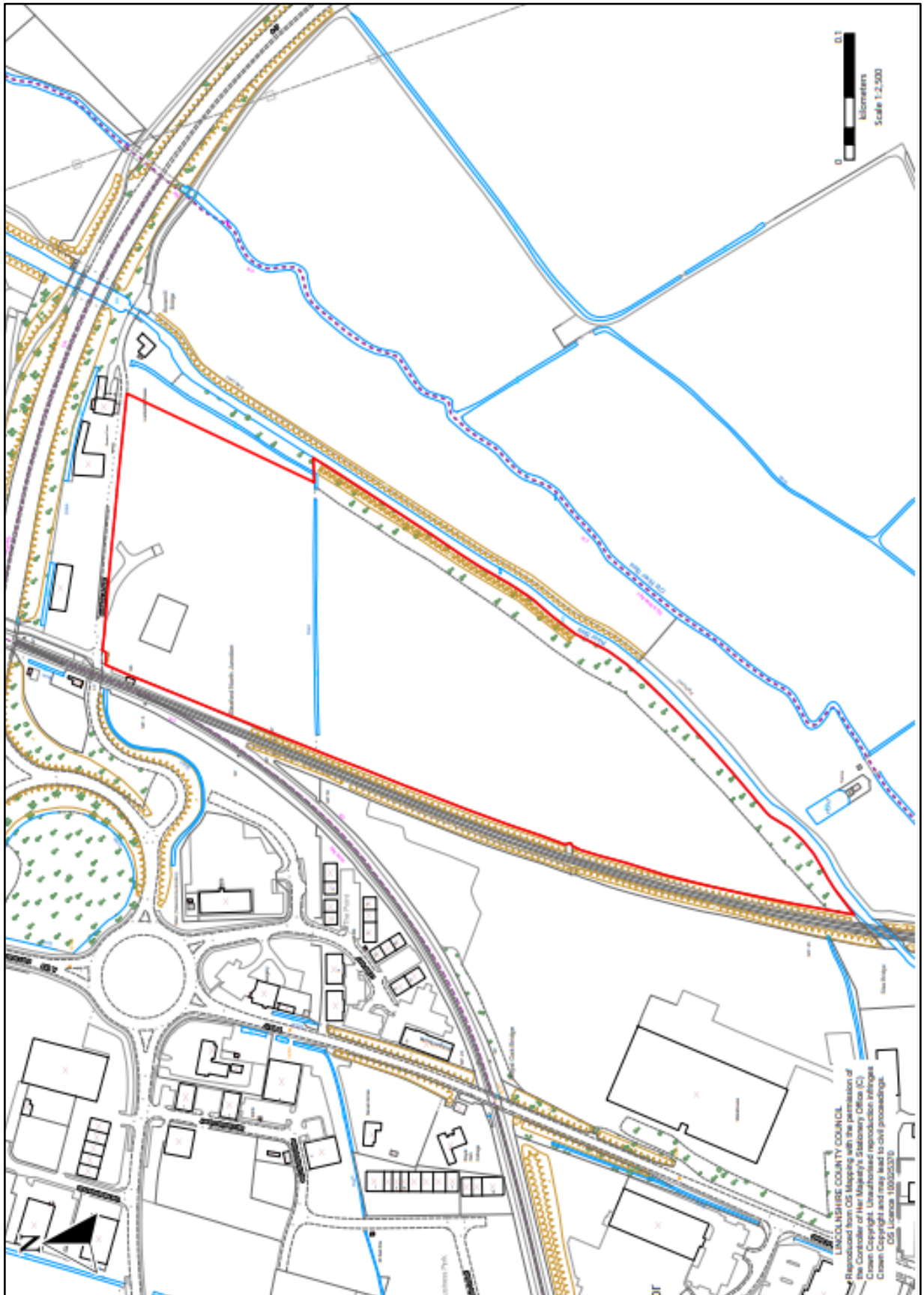
Contact: Angela Calow  
Email: [angela.j.calow@kier.co.uk](mailto:angela.j.calow@kier.co.uk)  
Telephone: 07768 831 777  
Postal Address: Kier Design and Business Services  
County Offices  
Newland  
Lincoln  
Lincolnshire  
LN1 1YL

We thank you for your consideration and look forward to your response please.

Yours faithfully

A handwritten signature in black ink, appearing to read 'D. Pennington', with a large, stylized 'D' and 'P'.

Dave Pennington  
Head of Property Development, Corporate Property.  
**The Site**



**2000 Transfer**

Transfer of part of registered title(s)

HM Land Registry

LL 194225

TP1

(If you need more room than is provided for in a particular section on sheet 1, please use sheet 2 and staple to this form)

1. Stamp Duty



Place "X" in the box that applies and complete the box in the appropriate certificate.

It is certified that this instrument falls within category  in the Schedule to the Stamp Duty (Exempt Instruments) Regulations 1987

It is certified that the transaction 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 the sum of

£

2. Title number(s) out of which the Property is transferred (leave blank if not yet registered)

The Whole of title number: LL132358  
Part of title number: LL112014

3. Other title number(s) against which matters contained in this transfer are to be registered (if any)

LL151025

4. Property transferred (Insert address, including postcode or other description of the property transferred. Any physical exclusions eg mines and minerals, should be defined. Any attached plan must be signed by the transferor and by or on behalf of the transferee.)

The property forming part of Sleaford Enterprise Park, Sleaford, Lincolnshire.

The Property is defined: (Place "X" in the box that applies and complete the statement)

on the attached plan and shown (state reference eg "edged red")  
edged red

on the Transferor's filed plan and shown (state reference eg "edged and numbered 1 in blue")

5. Date 2nd November 2000

6. Transferor (give full names and Company's Registered Number if any)

The Farming Investment Company Limited (Company Number 1719581)

7. Transferee for entry on the register (Give full names and Company's Registered Number if any; for Scottish Co. Reg. Nos. use as SC prefix. For foreign companies give territory in which incorporated.)

British Energy Investment (No. 2) Limited (Company Number: SC172300)

Unless otherwise arranged with Land Registry headquarters, a certified copy of the transferee's constitution (in English or Welsh) will be required if it is a body corporate but is not a company registered in England and Wales or Scotland under the Companies Acts.

8. Transferee's intended address(es) for service in the U.K. (including postcode) for entry on the register

10 Lochside Place  
Edinburgh  
EH12 9DF

9. The Transferor transfers the property to the Transferee.



This official copy is incomplete without the preceding notes page.



10. Consideration (Place "X" in the box that applies. State clearly the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in the additional provisions panel)

The Transferor has received from the Transferee for the Property the sum of (in words and figures) £1,300,000 (one million three hundred thousand pounds) together with Value also see additional provisions panel  
(insert other receipt as appropriate)

The transfer is not for money or anything which has a monetary value

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11. The Transferor transfers with (place "X" in the box which applies and add any modifications)

full title guarantee       limited title guarantee

For the Purposes of section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994 the Transferee is deemed to have inspected all registers

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12. Declaration of trust. Where there is more than one transferee, place "X" in the appropriate box

The Transferees are to hold the Property on trust for themselves as joint tenants

The Transferees are to hold the Property on trust for themselves as tenants in common in equal shares.

The Transferees are to hold the Property (complete as necessary)

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13. Additional Provisions

1 Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- other agreed provisions
- required or permitted statements, certificates or applications

2 The prescribed subheadings printed in the form as set out in Schedule 1 to the Land Registration Rules 1925 may be inserted, added to, amended, repositioned or omitted.

Continued from Clause 10 - Consideration

Added Tax thereon plus the entitlement to receive the Deferred Consideration in accordance with the provisions of the Agreement.

Continued from Clause 11 - The Transferor Transfers

open to public inspection.

Continued from Clause 13 - Additional Provisions

13 1 Definitions

"Agreement" means an agreement dated 17 March 2000 made between (1) the Transferor and (2) the Transferee providing for the sale and purchase of the Property in accordance with the provisions of this Transfer.

"Deferred Consideration" means the Deferred Consideration payable pursuant to the Agreement.

"Development" means the development of the Property or parts thereof as a natural gas fired combined cycle power station and associated infrastructure.

"Disposals" means the sales and transfers by the Transferor of areas of the Transferors Property to Enus Karim and Netagco Sales (UK) Limited pursuant to the transfers dated 1 June 1999 and 10 December 1999 respectively together with any other disposals of areas of the Transferors Property completed prior to the date hereof.

"Disposal Documents" means firstly a transfer of part of the Transferors Property dated 1 June 1999 made between (1) the Transferor and (2) Enus Karim, secondly a transfer of part of the Transferors Property dated 10 December 1999 made between (1) the Transferor and (2) Metagco Sales (UK) Limited and thirdly any further transfer conveyance or other document transferring or demising to a third party an interest in any part of the Transferors Property and completed prior to the date hereof.

"Necessary Consents" means consents under Section 36 and Section 37 of the Electricity Act 1989 Section 14 of the Energy Act 1976, pipeline consent authorisations, planning permissions IPC or IPPC consents and any other consents or approvals required by the Transferee for the Development.

"Perpetuity Period" means 80 years from the date hereof.

"Retained Premises" means the whole of the Transferors Property other than the Transferred Properties and being the area more particularly delineated and shown edged blue on Plan 1 other than the areas thereof hatched blue on Plan 1.

"Service Corridor" means that part of the land shown coloured brown on Plan 2 which is within the Retained Premises (with the dimensions of the Service Corridor being generally 10 metres in width except where the boundary of the Service Corridor is coextensive with an adopted highway in which area it is 7 metres in width).

"Services" means sewers drains channels watercourses cables pipes wires (including overhead cables wires and lines) ducts conduits laser-optical fibres and electronic data or impulse communication transmission or reception systems and ancillary apparatus.

"Transferors Property" means the areas of land adjacent or neighbouring the Property now or formerly in the ownership of the Transferor being the land more particularly delineated and shown edged blue on Plan 1.

"Transferred Properties" means those areas of the Transferors Property transferred or demised to third parties by the Transferor prior to the date hereof pursuant to the Disposals (being the areas shown for identification purposes only hatched blue on Plan 1).

#### 13.2 Easements and Rights included in the Transfer (Existing Matters)

The Property is transferred together with the benefit of all easements and rights excepted and reserved in the Disposals of the Transferred Properties for the benefit of the Property.

#### 13.3 Benefit of Covenants and Obligations included in the Transfer (Existing Matters)

The Property is transferred together with the benefit of all covenants and obligations imposed upon the Transferred Properties for the benefit of the Property in the Disposals of the Transferred Properties.

#### 13.4 Easements and Rights included in the Transfer (Service Corridor)

The following easements and rights are granted by the Transferor to the Transferee and its successors in title the owners and occupiers from time to time of the Property or part or parts thereof for the benefit of the Property and as appurtenant to it.

13.4.1 Subject as provided below in clause 13.4.3 the full right and liberty within the Perpetuity Period to enter that part of the Retained Premises as is appropriate and/or any part of the Service Corridor with or without workmen or contractors agents vehicle plant and machinery to dig up and excavate within the Service Corridor as may be necessary to lay and install Services to and from the Property.

13.4.2 Subject as provided below in clause 13.4.3 thereafter the right of free and uninterrupted passage and running of water soil gas electricity steam telecommunications sewerage or any other substance from and to all parts of the Property through the Services that are now laid or are at any time during the Perpetuity Period laid by the Transferee (or its successors in title or those deriving title under them) in or under or through the Service Corridor together with the full right and liberty with or without workmen and others and with all plant and materials to enter onto and remain upon such part of the Service Corridor as is appropriate for the purposes of inspecting testing examining repairing cleansing emptying maintaining altering removing relaying renewing replacing installing adding to improving the capacity of or connecting up with the Services.

13.4.3 Any exercise of the rights in clauses 13.4.1 and 13.4.2 involving entry onto the Retained Premises is subject to the persons exercising the same causing as little damage as reasonably possible and making good or paying reasonable compensation in lieu thereof for any damage occasioned to the Retained Premises and the persons so entering giving reasonable notice (save in emergency).

13.5 Easement and Rights included in the Transfer (Retained Premises)

The following easements and rights are granted by the Transferor to the Transferee and its successors in title the owners and occupiers from time to time of the Property or part or parts thereof for the benefit of the Property and as appurtenant to it.

see continuation sheet 1

14. The Transferors and all other necessary parties (including the proprietors of all the titles listed in panel 3) should execute this transfer as a deed using the space below and sign the plan. Forms of execution are given in Schedule 3 to the Land Registration Rules 1925. If the transfer contains transferees' covenants or declarations or contains an application by them (e.g. for a restriction), it must also be executed by the Transferees.

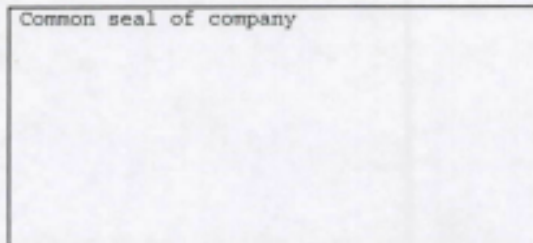
The common seal of The Farming Investment Company Limited was affixed in the presence of:

Signature of Director  
*James H Brown*  
Signature of Secretary  
*R. C. Brown*



The common seal of British Energy Investment (No.2) Limited was affixed in the presence of:

Signature of Director  
  
Signature of Secretary





1. Continued from Form

Title number(s)

2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".

Panel 13 continued

13.5.1 Subject as provided below in clause 13.5.3 the right within the Perpetuity Period for the Transferee and its successors in title the owners and occupiers for the time being of the Property to dig up and excavate within such part or parts of the Retained Premises as comprise the Service Corridor and/or as the Transferee or its successors in title may reasonably designate and which are unbuilt upon and are not scheduled to be built upon only insofar as it is necessary to lay new Services for the purposes mentioned in clause 13.5.2 and connect to any buildings or existing services previously installed in the exercise of rights in this paragraph that are laid in the Retained Premises within the Perpetuity Period together with the full right and liberty with or without workmen and others and with all vehicles plant and materials to enter onto and remain upon such part of the Retained Premises as is appropriate for the purposes of inspecting testing examining repairing cleansing emptying maintaining altering removing relaying renewing replacing installing adding to improving the capacity of and connecting up with the said services.

13.5.2 Subject as provided below in clause 13.5.3 the right of free and uninterrupted passage and running of water soil gas electricity steam telecommunications sewerage and any other substance from and to all parts of the Property through the Services referred to in 13.5.1 of this Schedule that are now laid or are at any time during the Perpetuity Period laid in or under or through any part of the Retained Premises.

13.5.3 Any exercise of the rights in clause 13.5.1 and 13.5.2 involving entry onto the Retained Premises is subject to the persons exercising the same causing as little damage as reasonably possible and making good or paying reasonable compensation in lieu thereof for any damage occasioned to the Retained Premises and the persons so entering giving reasonable notice (save in emergency.)

13.6 Covenants on the part of the Transferor

The Transferor as owner of the Retained Premises hereby covenants with the Transferee and its successors in title the owners and occupiers from time to time of the Property with the intent to bind the Retained Premises into whosoever hands the same may come and with the intent to benefit the Property and each and every part thereof as follows:

see continuation sheet 2

Continuation sheet  of

(Insert sheet number and total number of continuation sheets e.g. "sheet 1 of 3")

1. Continued from Form <input style="width: 80px;" type="text" value="TP1"/>	Title number(s) <input style="width: 220px;" type="text" value="LL132358 and LL112014"/>
<p>2. <i>Before each continuation, state panel to be continued, e.g. "Panel 12 continued".</i></p> <p>Panel 13 Continued</p> <p>13.6.1. Not to permit allow or suffer the construction of any residential building or structure on the Retained Premises or the use of the Retained Premises or any part or parts thereof for residential use nor to permit suffer or allow shop retail use of the Retained Premises or any part or parts thereof which lies to the west of East Road, Sleaford.</p> <p>Save that there shall be excepted from the foregoing covenant the following and it shall not prevent or restrict the Transferor or its successors in title from any of the following namely:</p> <ul style="list-style-type: none"><li>(1) constructing a building (to plans previously approved in writing by the Transferor or its successors in title) with a facility for one veterinary practitioner or veterinary nurse to use/occupy the Retained Premises whilst on night duty</li><li>(2) using the building constructed pursuant to clause 13.6.1 (1) above as a veterinary surgery which will include the following purposes<ul style="list-style-type: none"><li>(a) as a veterinary surgery, including facilities for X-ray, small and large animal treatment, pathology and animal disposal and</li><li>(b) for one veterinary practitioner or veterinary nurse to use or occupy the said building overnight whilst on duty provided it is not a residential use and</li><li>(c) for grooming animals and animal welfare education and</li><li>(d) (as ancillary to the principal veterinary surgery use) for the sale of drugs, treatments, shampoos, pet food, bedding, carrying baskets and accessories and other products for treating, grooming, keeping or feeding animals</li></ul></li></ul> <p>13.6.2. Not to make any objections claims or representations whatsoever in relation to the construction of a power station and/or Energy Park nor the business of or any use ancillary to a power station or any other use carried out on the Property by the Transferee or its successors in title or anyone deriving title thereunder and not to make any objection to or claims or comments on any application for planning permission or for any other Necessary Consents or permits made by the Transferee in respect of the Property (or any part or parts thereof) or on any appeal or public inquiry arising from any such application.</p> <p>see continuation sheet 3</p>	

Continuation sheet  of

*(Insert sheet number and total number of continuation sheets e.g. "sheet 1 of 3")*

1. Continued from Form

Title number(s)

2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".

Panel 13 continued

13.6.3 Not to construct or build nor to permit or suffer anyone to construct or build any erection structure or other works on the Service Corridor provided always that nothing herein contained shall prevent the construction upon and use of the Service Corridor as or as part of a car park service road accessway and the like.

13.6.4 Not to remove any trees hedges or shrubs growing on that part of the Retained Premises adjoining a ditch on the west side of the former rugby pitch field between the points marked "B" and "C" on Plan 1 without the prior written consent of the Transferee.

13.7 Subjections

The Property is transferred subject to the burden of the easements rights and covenants granted to the transferee of the Transferred Properties in the Disposed Documents to the extent that the same are still subsisting and affect or relate to the Property.

13.8 Easements and Rights Excepted and Reserved from the Transfer

The following easements and rights are excepted and reserved from the transfer of the Property:

13.8.1. Excepting and Reserving in fee simple for the benefit of those parts of the Retained Premises lying to the west of East Road the right to connect into and drain surface water from the said part of the Retained Premises by means of the drain adjoining the western boundary thereof within the Property together with the right to go onto such part of the Property as is necessary to repair and maintain such drain adjoining the western boundary thereof subject to the persons so doing causing as little interruption as possible and as little damage as possible and forthwith making good all damage to the Property so caused.

13.8.2. Excepting and reserving in fee simple for the benefit of the Retained Premises and each and every part hereto of the right to connect into and use the gas supply on the Property on the date hereto and such connection subject to the Transferee designating the route of such connection and the Transferee having the right to vary the route of such connection and/or the gas supply on the Property at its entire discretion subject to the requirements of the appropriate undertaker.

see continuation sheet 4

Continuation sheet  of

(Insert sheet number and total number of continuation sheets e.g. "Sheet 1 of 3")

1. Continued from Form  Title number(s)

2. Before each continuation, state panel to be continued, e.g. "Panel 12 continued".

Panel 13 continued

13.9 Covenant by the Transferee

The Transferee covenants with the Transferor (by way of indemnity against future breaches only) that the Transferee and its successors in title will forever hereafter observe and perform the obligations on the part of the Transferor contained in the documents mentioned in the Registers of the above numbered titles in so far as the same relate to or effect the Property and are still subsisting and capable of being enforced.

13.10 Agreement and Declaration

The parties hereto hereby agree and declare that:

13.10.1 Other than those specified in this Transfer or the Agreement there shall not be implied herein any rights liberties privileges or advantages over or in respect of the Retained Premises for the benefit of the Property.

13.10.2 No rights of light or air are granted for the benefit of the Property or are reserved for the benefit of the Retained Premises.

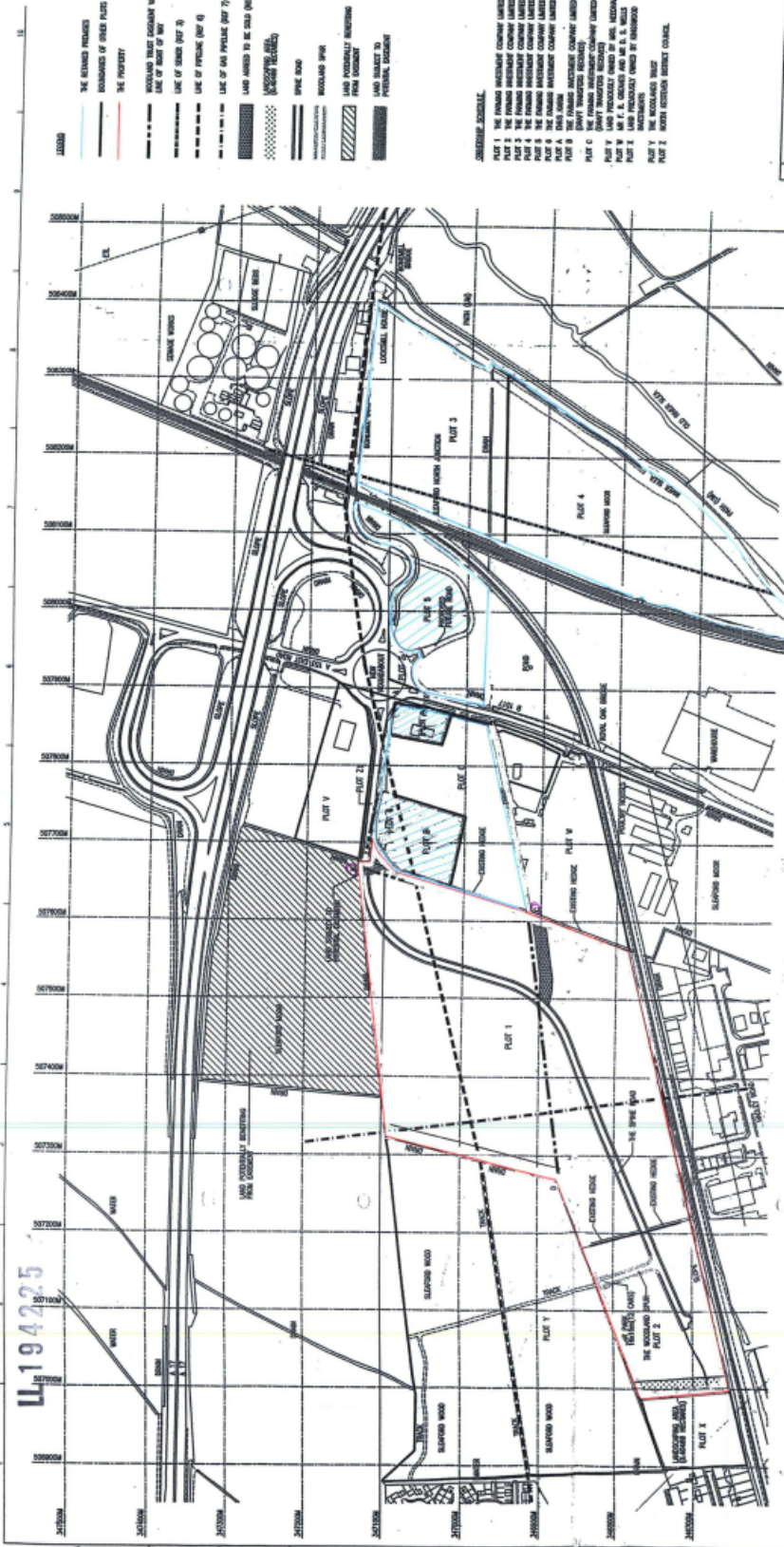
13.10.3 The Transferee shall be entitled to vary the route of the drain adjoining the western boundary of the Retained Premises referred to in clause 13.8.1 above and to pipe and fill in the same.

Continuation sheet  of

(Insert sheet number and total number of continuation sheets e.g. "Sheet 1 of 3")



LL194225



- THE REMAINDERS
- BOUNDARIES OF OTHER PLATS
- THE PROPERTY
- BOUNDARY LINE (PART 1)
- LINE OF BOUNDARY (PART 2)
- LINE OF PROPERTY (PART 3)
- LINE OF THE FUTURE (PART 4)
- LINE OF THE FUTURE (PART 5)
- LINE OF THE FUTURE (PART 6)
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**GENERAL SCHEDULE**

PLAT I THE FUTURE INTEREST COMPANY LIMITED  
 PLAT II THE FUTURE INTEREST COMPANY LIMITED  
 PLAT III THE FUTURE INTEREST COMPANY LIMITED  
 PLAT IV THE FUTURE INTEREST COMPANY LIMITED  
 PLAT V THE FUTURE INTEREST COMPANY LIMITED  
 PLAT VI THE FUTURE INTEREST COMPANY LIMITED  
 PLAT VII THE FUTURE INTEREST COMPANY LIMITED  
 PLAT VIII THE FUTURE INTEREST COMPANY LIMITED  
 PLAT IX THE FUTURE INTEREST COMPANY LIMITED  
 PLAT X THE FUTURE INTEREST COMPANY LIMITED  
 PLAT XI THE FUTURE INTEREST COMPANY LIMITED  
 PLAT XII THE FUTURE INTEREST COMPANY LIMITED  
 PLAT XIII THE FUTURE INTEREST COMPANY LIMITED  
 PLAT XIV THE FUTURE INTEREST COMPANY LIMITED  
 PLAT XV THE FUTURE INTEREST COMPANY LIMITED  
 PLAT XVI THE FUTURE INTEREST COMPANY LIMITED  
 PLAT XVII THE FUTURE INTEREST COMPANY LIMITED  
 PLAT XVIII THE FUTURE INTEREST COMPANY LIMITED  
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 PLAT XXVI THE FUTURE INTEREST COMPANY LIMITED  
 PLAT XXVII THE FUTURE INTEREST COMPANY LIMITED  
 PLAT XXVIII THE FUTURE INTEREST COMPANY LIMITED  
 PLAT XXIX THE FUTURE INTEREST COMPANY LIMITED  
 PLAT XXX THE FUTURE INTEREST COMPANY LIMITED

1. ALL INFORMATION IN THIS PLAN IS THE PROPERTY OF PB Power	DATE: 10/10/2011
2. THIS PLAN IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE EXPRESS WRITTEN PERMISSION OF PB Power	DRAWN BY: [Name]
3. THE LAND SHOWN ON THIS PLAN IS NOT BEING OFFERED FOR SALE OR LEASE BY THIS PLAN	CHECKED BY: [Name]
4. THE LAND SHOWN ON THIS PLAN IS NOT BEING OFFERED FOR SALE OR LEASE BY THIS PLAN	APPROVED BY: [Name]
5. THE LAND SHOWN ON THIS PLAN IS NOT BEING OFFERED FOR SALE OR LEASE BY THIS PLAN	DATE: 10/10/2011

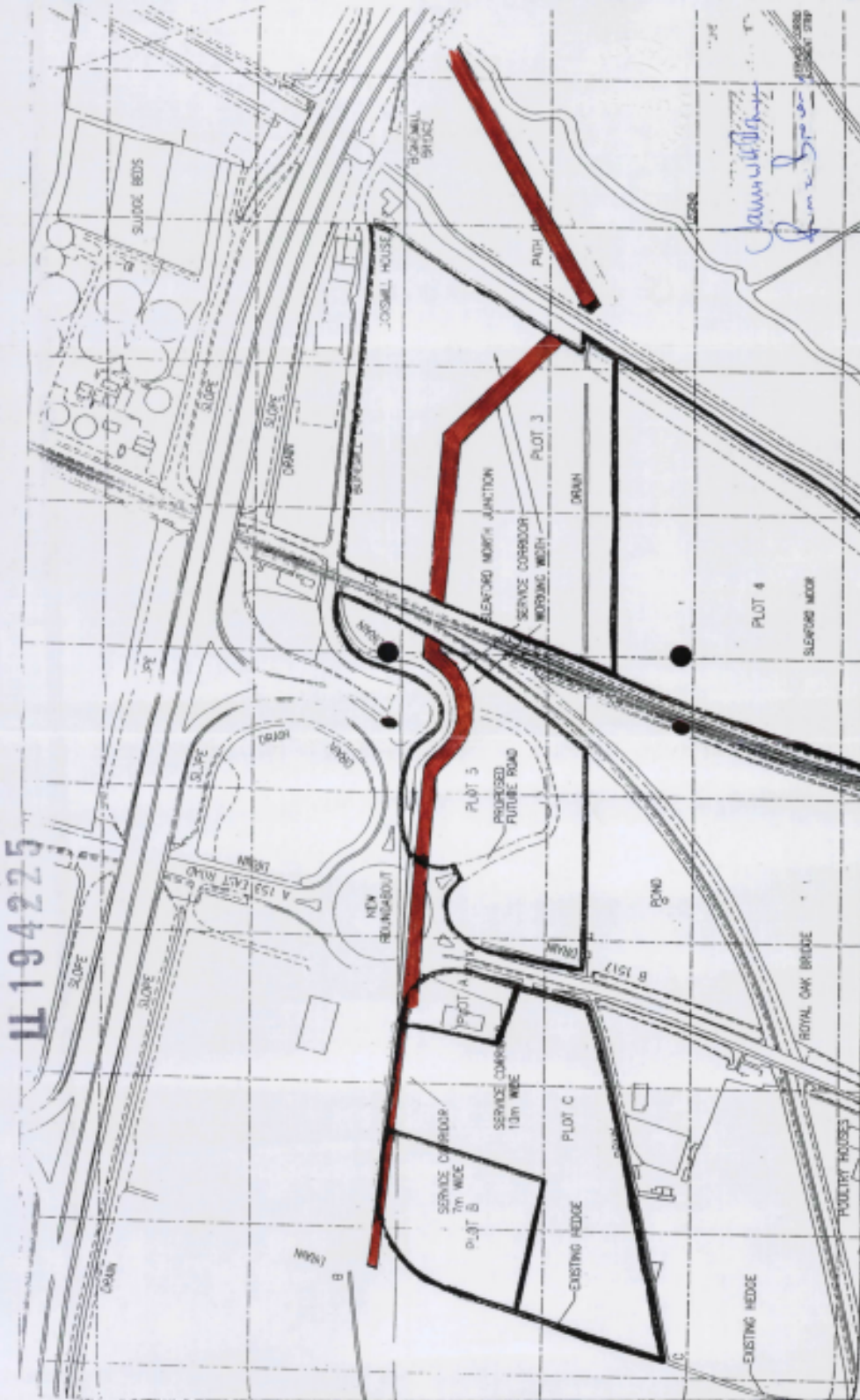
**PB Power**  
**BRITISH ENERGY INVESTMENT**  
 No. 2 LTD  
 SLEAFORD COAST PV  
 POWER STATION DEVELOPMENT  
 BOUNDARY'S, EASEMENT  
 RIGHTS OF WAY  
 DRAWN BY: [Name]  
 CHECKED BY: [Name]  
 APPROVED BY: [Name]  
 DATE: 10/10/2011

*Handwritten note:*  
 J. [Name]  
 [Signature]



SUBJECT TO CONTRACT

11194225



PLAN FOR *British Energy Investment* TRANSFER PLAN 2

ALL WORKS TO BE DONE UNDER THE DRAINAGE ACTS OF 1908 AND 1930. THE DRAINAGE BOARD IS REQUESTED TO CONSIDER THE PROPOSED WORKS IN LIGHT OF THE DRAINAGE ACTS OF 1908 AND 1930 AND TO TAKE INTO CONSIDERATION THE DRAINAGE BOARD'S REQUIREMENTS FOR THE PROPOSED WORKS. THE DRAINAGE BOARD IS REQUESTED TO CONSIDER THE PROPOSED WORKS IN LIGHT OF THE DRAINAGE ACTS OF 1908 AND 1930 AND TO TAKE INTO CONSIDERATION THE DRAINAGE BOARD'S REQUIREMENTS FOR THE PROPOSED WORKS.

**GAS PIPELINE, WORKING WIDTHS, SERVICE CORRIDOR/EASEMENT STRIP**

**BRITISH ENERGY INVESTMENT**  
**No. 2 LTD**  
**SLEAFORD COGT**

**PB PB Power**  
 Drawn: M.P. Scale: 1:2500  
 Checked: M.L.  
 Approved: C.D.  
 Drawing No.: 23.10 P930.028C  
 Rev: 1/10

SUBJECT TO CONTRACT