

LANDS EVIDENCE

**THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (GRAIN
TO TILBURY) COMPULSORY PURCHASE ORDER 2024**

STATEMENT OF EVIDENCE

**Darren Kempson
Senior Surveyor, West Coast
Land, Planning and External affairs,
Strategic Infrastructure
National Grid Electricity Transmission plc**

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1. QUALIFICATIONS AND EXPERIENCE

- 1.1 My name is Darren Kempson and I am a Senior Surveyor AssocRICS.
- 1.2 I am the lead surveyor on the National Grid (Grain to Tilbury) Project ("the **Project**") responsible for negotiating legal and land rights associated with delivering the Project.
- 1.3 I have worked for National Grid for over 16 years securing legal and land rights and managing stakeholder engagement associated with major projects.
- 1.4 I have worked on all types of projects from low voltage wood pole routes in my early career moving onto high voltage projects including London Power Tunnels 1 and 2 (for which compulsory purchase orders were made), North London Reinforcement, as well as working on gas distribution projects prior to the gas distribution business being sold, throughout London and the South East.

2. **INTRODUCTION AND SCOPE OF EVIDENCE**

- 2.1 My statement explains the strategy for the acquisition of land and rights and engagement with stakeholders, and the current status of negotiations with the land owners.
- 2.2 My evidence explains that compulsory powers will only be used where sufficient rights cannot be secured by voluntary agreement, and that bespoke packages of rights are being sought, tailored for particular works in order to minimise impacts on affected landowners as far as reasonably practicable.
- 2.3 My statement explains that I have met with and spoken to all the landowners affected by the Project or their agents where relevant, and have maintained regular contact with the majority of these landowners including the four parties that submitted objections. I have been the point of contact for the Project to discuss the land rights required to deliver the Project, and have engaged with the landowners to understand their concerns and tried to progress acquisition of the land and rights voluntarily.
- 2.4 References in my evidence to the core documents are made by the abbreviation, for example, "**CD XX**". The evidence of other witnesses is referred to by the name of the author. There is a glossary of key terms used by all the NGET witnesses at **CD:F7 ("the Glossary")** and my evidence adopts the terms defined in the glossary.
- 2.5 My evidence is structured as follows:-
- 2.5.1 Section 3 provides a description of the Order Land and need for the Order Land including a description of the land and rights required;

- 2.5.2 Section 4 provides an explanation of the acquisition strategy;
- 2.5.3 Section 5 provides a summary of the status of land negotiations, with an accompanying engagement schedule (**Appendix 1**);
- 2.5.4 Section 6 provides a summary of compliance with Ministry of Housing Communities and Local Government Guidance and Compulsory Purchase 2025 (**CD:A1**) (“**the CPO Guidance**”);
- 2.5.5 Section 7 and **Appendix 4** provides a response to the outstanding objections;
- 2.5.6 Section 8 sets out my summary and conclusions.

3. **DESCRIPTION OF THE ORDER LAND AND NEED FOR THE ORDER LAND**

- 3.1 The Order Land is shown edged red and shaded pink and blue on the maps (**CD:C2**) which accompany the Order. It comprises 108 Plots of land, the ownership details of which are listed in the schedule to the Order (**CD:C1**). The Order Land spans both sides of the River Thames at Tilbury in Thurrock and Gravesend in Kent and includes land on the banks of the river and the riverbed. Full compulsory acquisition powers are sought over the land edged red and shaded pink on the Order Maps, whereas the land edged red and shaded blue on those maps included for the compulsory acquisition of new rights over that land. The rights packages are defined in full in the Order and are replicated in **Appendix 2** to this evidence.
- 3.2 The land on the north side of the River Thames at Tilbury, the majority of which is owned by the Port of Tilbury London Limited

("PoTLL"), principally comprises grass verges, footway, OHLs, pylon, drain, public footpath, scrubland, hardstanding, parking and private access roads, areas on the banks of the River Thames, and part of an existing electricity substation site which is let to NGET. The land is unoccupied, other than the existing NGET land, and an area which is currently used informally by Hyundai.

3.3 The land forming part of the River Thames, riverbank and bed owned by the Port of London Authority ("**PLA**").

3.4 The land on the south side of the River Thames includes land owned by the RSPB, the majority of which is let to the Mayor's Office for Policing and Crime and used as a rifle range. It also includes a private access road, known as the Thames and Medway Canal Towpath, along which a public footpath and a cycle route run, grassland, drain, OHLs, existing substation owned by NGET, bridge, pylons, grass verge, scrubland, riverbank, hardstanding, wooded area and part of a cycle path.

3.5 In summary, the Order Land comprises:

3.5.1 All interests in land needed for the permanent headhouse and Sealing End Compound ("**SEC**") at Tilbury on the north side of the Thames. This land is shown coloured pink on sheets 3 and 4 of the Order Maps (**CD:C2**) and comprises Plot numbers 3/11, 3/14, 4/2 and 4/3 of the Order Land, which is owned by the Port of Tilbury London Limited ("**PoTLL**"). This land comprises part private road, scrubland, hardstanding, grass verge and overhead lines.

3.5.2 All interests not currently in either NGET's or PoTLL's ownership in NGET's existing electricity substation site at Plot 3/7 of the Order Land, which is shown coloured pink on sheet 3 of the Order Maps, which is required for the

removal of overhead lines and the realignment of overhead lines to the new tower. This land comprises the existing NGET substation site, overhead lines and Pylon as well as part of the private Tilbury Freeport London road. Whilst NGET already has a long lease of the substation and surrounding area, this land is included in the Order to ensure that there are no other third party interests which could prejudice the delivery of the Project.

3.5.3 All interests not currently in NGET's ownership of the land needed for the new SEC and related infrastructure on the south side of the Thames at Gravesend. The land currently comprises NGET's electricity substation site, buildings, electricity pylons, overhead lines, hardstanding and access road, north of railway line, as well as surrounding riverbank, grassland, public footpath, part access road, drains and part wooded area.

3.5.4 Again, NGET already has interests in this land but it is included in the Order to ensure there are no third party interests which could constitute impediments to the delivery of the Project. This land is shown shaded pink on sheets 7 and 8 of the Order Maps and comprises Plots 7/2, 7/4, 7/5, 8/2, 8/3, 8/4, 8/5, 8/6, 8/7, 8/8 and 8/10 of the Order Land. The land is owned mainly by NGET (freehold), but also some is owned by Kent County Council (Plots 7/2 and 8/2 in respect of their interest as highways authority in the public footpath).

3.6 NGET seeks to acquire new rights in land for:

3.6.1 the tunnel and cables under the River Thames and to maintain a protection zone around it (Plot numbers 4/38, 4/39, 4/40, 5/1, 6/1, 6/2, 6/3, 7/1);

- 3.6.2 the new and diverted overhead lines, decommissioning working areas and associated infrastructure at both the Tilbury and Gravesend ends of the scheme. The land required for this infrastructure comprises Plot numbers 3/8, 3/9 on the north side of the River Thames, which is principally scrubland/hardstanding, OHL, drain and pylon and currently owned by PoTLL and leased to National Highways . On the south side it comprises Plot numbers 7/9, 7/10, 7/11, 7/12, 7/13, 7/14, 7/15 on the south side of the River Thames, which is principally grassland, drain, OHL, Milton Rifle Range, access road, track, pylon and bridge currently in the freehold ownership of RSPB leased to MOPAC.
- 3.6.3 the use of land as a construction compound over plot numbers 3/12, 3/13, 4/8, 4/9, 4/10, 4/13, 4/14, 4/15, 4/16, 4/17, 7/18, 7/21, 8/11 This is currently owned by PoTLL and comprises of large areas of existing hardstanding from the demolished Power Station with an existing access network road and grass verge.
- 3.6.4 access for construction and operational purposes over plot numbers 1/1, 1/2 , 1/3, 1/4, 1/5, 1/6, 2/1, 2/2, 2/4, 2/5, 2/7, 2/8, 2/10, 2/11, 3/1, 3/2, 3/3,3/4, 3/5, 3/6, 4/1, 4/11, 4/12, 4/20. owned by PoTLL and comprises private access roads, footways, grass verge, level crossing, roundabout, scrubland, hardstanding. And access for construction and operational purposes over plot numbers 7/19, 7/20, 8/12, 8/13, 9/1, 9/2, 9/3, 9/4, 9/5, 9/6, 9/7, 9/8, 9/9, 9/10 owned by Network Rail, with some land owned by Denton Wharf Property Limited and comprises of an existing concrete segmented private access road with speed bumps and tarmacked sections where repairs have

been made. NGET already has rights of access over the Network Rail owned track but it needs additional rights to ensure ability to construct and have operational access to the new tunnel and headhouse, SEC and OHLs;

3.6.5 carrying out surveys and monitoring of the tunnel. This land is plot numbers 4/22, 4/35, 4/36, 4/37, 7/3, 7/6, 7/7, 7/8 and is currently owned by the PoTLL and comprises open grassland and existing access routes; and

3.6.6 land owned by PoTLL needed to drain into existing watercourses (Plot numbers 3/10, 4/4, 4/7, 7/17, 8/9 which is currently owned by PoTLL on the north side and RSPB on the south side, with some leased to National Highways and MOPAC and comprises of scrubland and drain.

3.7 As explained above, the land over which new rights are sought is shown coloured blue on the Order Maps (**CD:C2**). The new rights have been separated into 'packages' based on their purpose and applied to specific plots, as appropriate. Some of the rights are only required for temporary purposes, such as the creation of construction compounds, and will only be exercised during the construction phase of the Project. Other rights will be permanent in nature, such as the right to keep installed, operate, maintain and decommission the new (realigned) sections of overhead line.

3.8 The rights 'packages' have been tailored in this way to ensure that a proportionate approach to compulsory purchase is taken, and that the impact for affected landowners and occupiers is minimised so far as reasonably practicable.

3.9 Some of the Order Land is in unknown ownership (Plots 1/1, 1/5, 2/7, 2/10, 7/20 and 9/4 - **CD:C1**). This land comprises private

road, footway and grass verge in the reputed ownership of PoTLL, as well as part of a private road, public footpath and national cycleway in the reputed ownership of NRIL. This land is needed for construction and operational access rights for the purposes of constructing the SEC/headhouses and then access during operation.

- 3.10 Kent County Council and Gravesham Borough Council own small areas (c150 square metres) of footway and grass verge on the south side of the river (plots 9/5, 9/8 and 9/9) over which construction and operational access rights are sought. Kent County Council is also the highways authority for some of the Plots that have public footpaths within (Plots 7/19, 8/2, 8/12, 8/13, 9/1, 9/2, 9/4).

Special Category Land

- 3.11 Section 9 of the Statement of Case (**CD:C4**) sets out the position on special category land. A summary is provided below.
- 3.12 There are a number of statutory undertakers who are affected by the Order. Those who own land affected by the Order are listed in Schedule 1 to the Order (**CD:C1**), and comprise: PoTLL, PLA, NH, NRIL and the EA, as explained in section 8 of the Statement of Case.
- 3.13 In addition, there are a number of statutory undertakers who have an interest in land affected by the Order, such as rights of access or easements. Those parties, are listed in Schedule 2 to the Order (**CD:C1**).
- 3.14 Southern Gas Networks plc ("**SGN**") do not have an interest in land in the Order but are listed in the general entries section of the Order as a statutory undertaker, together with electronic

communication code and other like bodies who may have apparatus in, on or over the order land.

- 3.15 Because NGET is itself a statutory undertaker by virtue of Schedule 16 paragraph 2(2)(g) of the Electricity Act 1989, the special parliamentary procedure otherwise required by section 17 of the Acquisition of Land Act 1981 for the compulsory purchase of local authority or statutory undertaker land, or by paragraph 4 of Schedule 3 to the 1981 Act for the compulsory acquisition of new rights over that land, is disapplied by virtue of section 17(3) and Schedule 3 paragraph 4(3) of that Act.
- 3.16 Therefore, where an objection is made and maintained by a statutory undertaker, the Order shall not be subject to special parliamentary procedure. Section 16 and schedule 3 of the ALA 1981 provide additional protections to statutory undertakers where land or rights are sought in an order. If the undertaker makes and maintains an objection pursuant to those sections, then the Order can only be confirmed in certain circumstances, and a certificate is required from the appropriate Minister.
- 3.17 Only NRIL, is a statutory undertaker to which these provisions apply (PoTLL made an objection under these provisions but subsequently withdrew it). NRIL have submitted an objection pursuant to this provision dated 29th November 2024 (**CD:D2**). NGET remains in active discussions with NRIL. Its response to NRIL's objection is addressed further in Section 5 of this Statement and **Appendix 4**.
- 3.18 The other statutory undertakers listed above do not own land which is the subject of compulsory acquisition but hold interests in land which do not engage the provisions in section 16 or schedule 3.

3.19 SGN have submitted an objection on the basis of owning apparatus in the Order Land, but do not have a land interest and therefore the provisions in section 16 or schedule 3 are not engaged. NGET's response to their objection is at section 7.

3.20 NGET is continuing to negotiate with the statutory undertakers and it does not consider that any of the statutory undertakers would suffer serious detriment as a result of the Project or the acquisition of the relevant land or rights. Given that the land and rights being sought can be acquired without serious detriment to the relevant undertaking the tests in section 16 and/or paragraph 3 of Schedule 3 to the 1981 Act are met.

4. **ACQUISITION STRATEGY**

4.1 NGET'S overarching Land Rights Strategy (**Appendix 3**) was adopted in 2010 to provide a consistent methodology for acquiring land and rights for NGET's infrastructure projects, in particular aimed at securing permanent rights to protect the long-term lifespan of the infrastructure. It promotes and enables effective and consistent communication with those who are most affected by NGET's proposals and embodies the principles of the CPO Guidance on seeking to acquire land and rights by negotiation where possible. It ensures that people are treated fairly and consistently, no matter where they live, and seeks to encourage landowners to enter into voluntary agreements and prompt long term stakeholder relationships.

4.2 Negotiations to acquire the land and new rights needed for the Project are being carried out by NGET, led by me, in accordance with the Land Rights Strategy. NGET considers it essential to secure the grant of permanent rights akin to easements for the overhead lines rather than wayleaves (whether by negotiation or through the Order) for the following reasons:

- 4.2.1 It is in the public interest to obtain the appropriate security for the electricity transmission network through the grant of permanent land rights rather than temporary wayleaves; and
- 4.2.2 Permanent land rights are commensurate with the nature and lifetime of the infrastructure comprised in the Project and NGET's statutory duty to maintain an efficient and robust National Electricity Transmission System.
- 4.2.3 As paragraph 2.6.4 of the NPS EN-5 (**CD:A5**) explains, "permanent arrangements are strongly preferred over wayleaves (which could for example be terminable on notice by the landowner) in virtue of their greater reliability and economic efficiency and reflecting the importance of the relevant infrastructure to the government's clean power and net zero goals."

5. **STATUS OF NEGOTIATIONS**

- 5.1 As explained in the evidence of Kate McGregor, engagement with landowners first took place as part of the consultations on the planning application from 2022 onwards. I have attached a schedule of engagement at **Appendix 1**. This covers engagement up until the beginning of 2025, shortly after the Order. Below I have set out a summary of negotiations for the acquisition of the land and rights voluntarily, as well as an update overview of engagement since the Order was made. I have not included all the details of contact with the PoTLL, as agreement has been reached with them, but there was extensive negotiation with them leading up to this agreement.

Port of Tilbury London Limited ("PoTLL") (Plots 1/1, 1/2, 1/3, 1/4, 1/5, 1/6, 2/1, 2/2, 2/4, 2/5, 2/7, 2/8, 2/10, 2/11, 3/1, 3/2, 3/3, 3/4, 3/5, 3/6, 3/7, 3/8, 3/9, 3/11, 3/12, 3/13, 3/14, 4/1, 4/2, 4/3, 4/4, 4/6, 4/7, 4/8, 4/9, 4/10, 4/11, 4/12, 4/13, 4/14, 4/15, 4/16, 4/17, 4/18, 4/19, 4/20, 4/21, 4/22, 4/23, 4/24, 4/25, 4/27, 4/28, 4/35, 4/36, 4/37, 4/38)

- 5.2 PoTLL owns the majority of the land within the Order Land on the north side of the River Thames at Tilbury, which principally comprises scrubland, hardstanding, grass verge, overhead lines, parking and private access roads, areas on the banks of the River Thames, and part of the existing electricity substation site which is let to NGET. The land is unoccupied, other than the existing NGET land, and an area which is currently used informally by Hyundai within Plot 4/13.
- 5.3 As explained above, NGET seeks freehold acquisition through the Order over part of the land owned by PoTLL for the purposes of a new head house and SEC and related infrastructure (Plots 3/11, 3/14, 4/2 and 4/3).
- 5.4 Negotiations in respect of securing a lease of this land began with PoTLL in October 2022 at the same time that the public engagement on the Project began, and since then NGET has had extensive meetings with the PoTLL to progress the voluntary acquisition.
- 5.5 PoTLL submitted an objection to the Order on 20th December 2024 (**CD:D5**) but engagement has continued with PoTLL which has resulted in the completion (on 29 January 2025) of a number of agreements, including:
- 5.5.1 Agreement for lease for the SEC and head house site;

- 5.5.2 A permanent easement for the tunnel forms part of the above Agreement for Lease;
- 5.5.3 Construction Lease and Overhead line easement; and
- 5.5.4 Framework agreement to carry out surveys for the tunnel.

Following completion of the above agreements, PoTLL withdrew their objection on 3rd February 2025 (**CD:D7**) save in respect of a request for modification to plot 3/7 so as to refer to their full correct name. NGET agrees with this minor modification to the Order and has written to the Department for Energy, Security and Net Zero to confirm this (**CD:D6**).

Denton Wharf Property Limited ("DWPL") (Plot Numbers 9/2 and 9/3)

- 5.6 DWPL also own part of the private road and footway comprising the Thames and Medway Canal Towpath, over which construction and operational access rights are sought. DWPL submitted and objection because of concerns relating to their wider land holding outside the Order, but have now withdrawn their objection following successful negotiations (**CD:D7**).

National Highways (Plots Numbers (3/8, 3/9, 3/10, 3/11, 3/12, 4/3, 4/4, 4/6, 4/7, 4/8, 4/21, 4/22, 4/23, 4/24)

- 5.7 National Highways currently have a lease with the PoTLL for a construction site in connection with the proposed Lower Thames Crossing project ("**LTC**"). A development consent order for LTC was made in March 2025. The National Highways land has been included in the Order to facilitate construction of the new overhead lines needed for the Tilbury SEC (Plots 3/9 and 3/10), to carry out drainage works, and freehold acquisition is needed for the Tilbury SEC and headhouse (Plots 3/11 and 4/3).

- 5.8 Rights are also required for a tower and tunnel beneath their leased land (Plots 4/6, 4/7 and 4/8, 4/21, 4/22, 4/23)
- 5.9 Since the Order was made, NGET continues to liaise with National Highways and has exchanged a number of emails and had a face to face meeting to understand any interfaces between the Project and LTC and is confident that both projects can be managed appropriately.
- 5.10 As part of LTC several NGET assets require diverting. An agreement to cooperate has been entered into between the parties which specifically mentions the Project and ongoing meetings are being had to ensure that appropriate property agreements are entered into on the basis of the cooperation agreement.
- 5.11 National Highways has not objected to the Order.

Port of London Authority ("PLA") (Plots Numbers plots 4/39, 4/40, 5/1, 6/1, 6/2, 6/3, 7/1 and 8/1)

- 5.12 PLA own the freehold of the riverbed and banks of the River Thames within the above plots of the Order Land in which the Tunnel is proposed to be constructed, and for which Tunnel and Cable Rights and Tunnel Protection Rights are required. Discussions have been progressed for a draft works licence for the construction of the tunnel, and it has been communicated that this will form the basis for the permanent rights required. Since the Order was made, the PLA has provided a draft agreement based on its standard terms for NGET's consideration to allow NGET to do the works. NGET and the parties' solicitors have been exchanging emails over the last two months to negotiate an agreed form of agreement.
- 5.13 The PLA has not objected to the Order.

Royal Society for the Protection of Birds ("RSPB") and the Mayor's Office for Policing and Crime ("MOPAC") Plots 7/7, 7/8, 7/9, 7/10, 7/11, 7/12, 7/13, 7/14, 7/15, 7/16, 7/17, 7/18, 7/21, 8/11

5.14 The RSPB own freehold interests in the Order Land on the south side of the River Thames, at Gravesend, the majority of which is let to MOPAC and used as a rifle range (Plots 7/7 to 7/18). The land is required for the tunnel and its protection zone; for the decommissioning of the existing overhead line; for drainage and for the installation of the new overhead lines. Construction and operational access rights are also required, principally along the route of the existing rifle range access road. NGET has been seeking a lease of 1.6 acres of land at Gravesend from RSPB, next to the site of the new headhouse and has been engaging with RSPB about this since 2022. The parties have nearly agreed the lease and this is expected by the end of May 202 in readiness for first site access, and will run for the duration of the Project. Unlike the Tilbury site, the headhouse at Gravesend will be built on land NGET already owns. Although NGET already owns it, it has been included in the Order to ensure that no third party interests in it could cause an impediment.

5.15 In April 2024 it became apparent that a tripartite agreement would be needed between RSPB, the MOPAC and NGET Heads of Terms were sent to the MOPAC in June 2024. Since the Order was made, draft Agreements for lease, and a variation to an existing easement have been produced and the parties solicitors are continuing to negotiate these agreements.

5.16 The RSPB and MOPAC have not objected to the Order.

Environmental Agency (Plots 7/3 and 7/6)

- 5.17 The EA own land on the banks of the River Thames comprising grass land and footpath over which rights are sought for the Tunnel, its protection and for monitoring and survey purposes.
- 5.18 The EA were engaged with in 2022 to seek their feedback on the proposals and the three project options being considered at the time. Land specific negotiations in relation to the requirement for a tunnel easement insofar as it extends into the EA's ownership have also taken place. The land has been included so as to cover the limits of deviation within which the Tunnel may be constructed, and to provide for its associated protection zone. A discussion has been had with the EA to explain to them that should the Tunnel and/or its protection zone extend into the EA land ownership an easement would be required
- 5.19 The EA has not objected to the Order.

Network Rail Infrastructure Limited ("NRIL") (Plots 1/3, 7/19, 8/12, 8/13, 9/1, 9/2, 9/4, 9/5, 9/6, 9/7, 9/8, 9/9, 9/10 and Table 2 – 1/3, 9/8)

- 5.20 NRIL own freehold interests in the above plot numbers of the Order Land that comprise a private road known as the Thames and Medway Canal Towpath, along which a public footpath and a public cycle route.
- 5.21 Construction and operational access rights are sought over this land. NGET currently enjoys some rights of access over this land to its existing Gravesend headhouse but neither party has been able to locate the deeds to date to confirm the scope of those rights. It is therefore necessary to include the rights in the Order.
- 5.22 Network Rail objected to the Order (**CD:D2**) and submitted a representation under Section 16 and Schedule 3 of the ALA 1981 to the Department for Transport (**CD:D6**).

5.23 Discussions are ongoing with Network Rail to secure and/or modify the access rights it requires over the access road. NRIL and NGET have entered in to a basic form of asset protection agreement on 24th December 2024 with NRIL and are currently negotiating a framework agreement and an easement for the rights, which would allow for the withdrawal of the objection. Further detail regarding the objection and NGET's response is provided in Section 7 below. **Appendix 1** and **Appendix 4** provide a summary of contact and the current status of negotiations on the Framework agreement and easement.

SGN (no land interest in any plot in the Order, but do have apparatus under Order Land)

5.24 SGN own and operate low and medium pressure gas mains within and in the vicinity of the Order boundary as illustrated on the Infrastructure Plan they have provided (see the plan appended to their objection (**CD:D4**)).

5.25 SGN objects to the Order due to concerns that it may adversely affect the integrity of and /or access to these gas mains which form an essential part of the local gas network. More detail regarding NGET's response to the objection is in section 7 below. The parties are engaging in seeking to agree asset protection arrangements to resolve SGN's concerns. **Appendix 1** and **Appendix 4** provide a summary of contact and the current status of negotiations on the asset protection agreement.

6. COMPLIANCE WITH CPO GUIDANCE

6.1 In this section I set out how NGET has complied with relevant parts the CPO Guidance (**CD:A1**) before making the Order and after making the Order. I have copied the paragraphs relevant to my evidence below, and then provided my evidence following that

paragraph. I have focussed on those parts of the Guidance that are relevant to my evidence.

- 6.2 Paragraph 12.3 of the CPO Guidance says that "*A compulsory purchase order should only be made where there is a compelling case in the public interest and reasonable efforts have been made by the acquiring authority to negotiate the purchase of land by agreement*".
- 6.3 As is apparent from section 5 above, as well as the schedule of engagement, extensive contact has been made with landowners and efforts have been made to acquire their interests voluntarily. This has succeeded in the case of PoTLL who own a large proportion of the plots in the Order (more than half). I believe we are close to agreeing voluntary agreements with a number of the other landowners. Some of the order property is in unknown ownership and therefore agreement cannot be reached for that land. The compelling case in the public interest justifying compulsory acquisition is addressed in the evidence of Lee Driscoll.
- 6.4 Paragraphs 2.2 of the Guidance says that the confirming authority will expect the acquiring authority to demonstrate that they have taken reasonable steps "*...to understand the impacts of the exercise of the compulsory purchase powers included in the compulsory purchase order on those with an interest in the land, for example affected owners and occupiers, through direct engagement with those parties*" and to "*attempt the acquisition of all of the land and rights included in the compulsory purchase order by agreement*". This includes evidence that negotiation and engagement has taken place save for where land is in unknown ownership (17.8 of the Guidance).
- 6.5 NGET has spent considerable time seeking to understand the impact of the Order on those with an interest in land. This is

evidenced by the extensive negotiations that are summarised at **Appendix 1** (Schedule of engagement) and **Appendix 4** (response to Objections). Through seeking to understand the impacts, NGET has been able to progress negotiations for agreement and in the case of PoTLL this has succeeded, and their objection withdrawn. PoTLL own more than half of the plots in the Order, therefore this is a significant achievement in securing more than half the Order land and rights by voluntary agreement. It should be noted that the PoTLL's land remains in the Order even though agreements have been concluded between the parties. Those agreements govern the limited circumstances in which the Order powers (if granted) could still be exercised by NGET.

- 6.6 In the case of National Highways, NRIL, RSPB, PLA, MOPAC all of these parties appear to be willing to enter a voluntary agreement, and negotiations are ongoing to agree precise terms. However, in the absence of concluded binding agreements for the land and land rights that NGET requires for the Project it remains necessary and justified to seek compulsory purchase powers.
- 6.7 Paragraph 17.1 of the CPO Guidance (**CD:A1**) encourages acquiring authorities to undertake negotiations and engagement prior to and in parallel with preparing the Order. It states that acquiring authorities should be "*open and honest with those whose interests are affected and treat their concerns with respect*".
- 6.8 I have been open and honest with all affected landowners and have treated their concerns with respect. I started engaging with parties in November 2023, identifying the need for the Project and the likely requirements for its delivery. During negotiations headhouse locations were agreed and Heads of Terms were subsequently finalised to ensure the right land interests and terms were agreed.

- 6.9 The on-land part of the Project is relatively small in length compared to other NGET projects so NGET was able to accommodate requests by the PoTLL to move the headhouse location to ensure the location did not affect their master plan for their land.
- 6.10 During negotiations with the PoTLL the construction compound location varied on three occasions which NGET accommodated. The first variation was following a warehouse development PoTLL were proposing which pushed the NGET construction compound site to the south of the original position. NGET then varied its site boundaries to accommodate a cycle route that the PoTLL were including in their plans. Finally a last minute accommodation was made for rail sidings to the west of the compound area.
- 6.11 The fact that all the parties listed above, appear willing to enter a voluntary agreement, subject to terms, is testament to the early engagement and my openness with them.
- 6.12 Paragraph 17.2 of the CPO Guidance states that acquiring authorities are *"encouraged to engage early and communicate regularly with those whose interests are affected (in particular on relocation issues) and who have indicated a willingness to engage with the authority"*.
- 6.13 The schedule of engagement and response to objections at **Appendix 1** and **Appendix 4** shows the extensive engagement I have undertaken with affected landowners. This includes emails, phone calls and requests for face to face meetings to ensure a consistent and informative discussions with all landowners.
- 6.14 Whilst four objections were made, I have been eager to arrange on site meetings, explain the Project on the ground to those objectors

to enable progress of legal documents to allow the removal of objections, and there are now only two objections left.

7. **RESPONSE TO OBJECTIONS**

7.1 There were originally four objections to the Order, but two have withdrawn (PoTLL and DWPL). I have summarised the remaining two below together with my response to them. I have also attached a schedule of engagement with land owners, including the objectors at **Appendix 1** and the latest position regarding negotiations is also summarised in **Appendix 4**.

Network Rail Infrastructure Limited ("NRIL") (Plots 1/3, 7/19, 8/12, 8/13, 9/1, 9/2, 9/4, 9/5, 9/6, 9/7, 9/8, 9/9, 9/10 and Table 2 – 1/3, 9/8).

7.2 NRIL state that operational railway land is adversely affected by the Order and reserves the right to produce additional and further grounds of objection when further details of the Order and its effect on Network Rail's land are available. As at the time of writing this Statement, NRIL has not elaborated on its grounds of objection to explain its position. It is my understanding however, consistent with my previous experience in engaging with NRIL, that NRIL seeks assurances that the rights will not affect its ability to access the railway, and that suitable asset protection arrangements and costs reimbursement measures are put in place. The private access road in the Order is on the other side of the canal to the railway. It is not believed that NRIL use the track regularly for access to the railway and any usage they do have is shared with a number of other third party users that also have access rights down the track. NGET seeks access for Construction and Operational Access Rights only over that access track.

- 7.3 NGET already has rights of access down the NRIL owned private track, but wider rights are needed to ensure they are suitable for construction and operational access to the newly constructed tunnel, headhouse, SEC and OHLs. NGET's intention is not to prevent or adversely affect NRIL's and third parties' existing rights over the access. During construction, NGET will put in place traffic management measures that would prevent any blockages along the single lane track that services the land. Access will be maintained for all NRIL employees during the Project.
- 7.4 As can be seen from the Schedule of Engagement at **Appendix 1** and **Appendix 4**, there has been a detailed exchange of correspondence between the parties as well as meetings so that NGET can try to understand NRIL's concerns and what agreements are necessary to address them.
- 7.5 The parties completed a Basic Asset Protection Agreement in January 2025 which deals with utilisation of the NRIL owned road and the information and obligations on NGET in using the road. It also requires further agreements to be entered in to for the utilisation of the road.
- 7.6 In addition, the parties are now negotiating an agreement for the grant of a voluntary easement from NRIL to NGET for the relevant Order Land which, if it can be concluded to all party's satisfaction, would allow for the objection to be withdrawn.
- 7.7 **SGN (apparatus under the road to be used to transport the tunnel boring machine ("TBM"))**
- 7.8 SGN states that it has gas mains in the Order Land or the vicinity and that it has concerns that the TBM may adversely affect the integrity of and /or access to these gas mains which form an essential part of the local gas network.

- 7.9 NGET needs additional access rights down the track as it will need to take its TBM down that track, when it has finished tunnel boring at the Gravesend side of the River. Construction rights will also be needed when the SEC/Headhouse at Gravesend is constructed and operational rights are needed, for access to the newly constructed Tunnel, SEC and headhouse.
- 7.1 SGN state that they are subject to very specific working practices that must be followed by any third party undertaking works near them. To ensure that these working practices are observed and all reasonable measures are taken prior to any works taking place, SGN have requested NGET enter into a legally binding Asset Protection Agreement and the parties are currently negotiating this.
- 7.1 Their main concerns are the assets affected by the TBM removal and the route it will take. SGN seek security that should assessments be carried out that indicate the pipe line will be at risk that an APA will be entered into ahead of the TBM removal. More detail in respect of their concerns and NGET's response is contained in the objections section of Tim Hyett's evidence.
- 7.2 The schedule of engagement at **Appendix 1** and **Appendix 4** sets out a summary of the history of my engagement with SGN. As can be seen, since receiving their objection, I have made considerable efforts to progress an asset protection agreement with SGN .
- 7.3 A draft asset protection agreement is now in circulation, and NGET is willing to provide asset protection commitments via the agreement in respect of the apparatus under the Order Land. However, NGET does not consider that these asset protection arrangements should extend to the general road network outside the Order Land, over which NGET has no control and which is in use by significant numbers of vehicles on a daily basis. NGET is

willing to provide a commitment that it will share information with SGN about the route the TBM takes outside the Order Land, when it has it.

8. SUMMARY AND CONCLUSIONS

8.1 My name is Darren Kempson and I am a Senior Surveyor AssocRICS. I have worked for National Grid for over 16 years securing legal and land rights and managing stakeholder engagement associated with major projects.

8.2 I have met with and spoken to all the landowners affected by the Project or their agents where relevant, and have maintained regular contact with the majority of these landowners including the four parties that submitted objections.

8.3 The Order Land spans both sides of the River Thames at Tilbury in Thurrock and Gravesend in Kent and includes land on the banks of the river and the riverbed. Full compulsory acquisition powers are sought over the land edged red and shaded pink on the Order Maps, whereas the land edged red and shaded blue on those maps included for the compulsory acquisition of new rights over that land. The majority of the land on the north side of the river is owned by the PoTLL.

8.4 The land forming part of the River Thames over which Tunnelling rights are sought comprises riverbank and riverbed and is owned by the PLA.

8.5 The land on the south side of the River Thames includes land owned by the RSPB, the majority of which is let to the Mayor's Office for Policing and Crime and used as a rifle range.

8.6 The Order Land comprises:

- 8.6.1 All interests in land needed for the permanent headhouse and SEC at Tilbury owned by PoTLL.
 - 8.6.2 All interests not currently in either NGET's or PoTLL's ownership in NGET's existing electricity substation site which is on the north side of the Thames, required for the removal of overhead lines and the realignment of overhead lines to the new tower.
 - 8.6.3 All interests not currently in NGET's ownership of the land needed for the new SEC and related infrastructure on the south side of the Thames at Gravesend.
- 8.7 NGET seeks to acquire new rights in land for:
- 8.7.1 the tunnel and cables under the River Thames and to maintain a protection zone.
 - 8.7.2 the new and diverted overhead lines, decommissioning working areas and associated infrastructure at both the Tilbury and Gravesend ends of the scheme.
 - 8.7.3 the use of land as a construction compound over land owned by PoTLL.
 - 8.7.4 access for construction and operational purposes over private roads land to the north owned by PoTLL and to the south owned by NRIL. NGET already has rights of access over the NRIL owned track to the south but it needs additional rights to ensure ability to construct and have operational access to Project works.
 - 8.7.5 carrying out surveys and monitoring of the tunnel on land owned by the PoTLL; and

- 8.7.6 land owned by PoTLL needed to drain into existing watercourses on the north side and RSPB on the south side, with some leased to National Highways and MOPAC
- 8.8 The rights 'packages' have been tailored to ensure that a proportionate approach to compulsory purchase is taken.
- 8.9 There are a number of statutory undertakers who are affected by the Order.
- 8.10 Because NGET is itself a statutory undertaker the special parliamentary procedure otherwise required is disapplied by virtue of section 17(3) and Schedule 3 paragraph 4(3) of the Acquisition of Land Act 1981.
- 8.11 NRIL, is a statutory undertaker to which section 16 of the Acquisition of Land Act 1981 provisions apply. NGET remains in active discussions with NRIL.
- 8.12 NGET'S overarching Land Rights Strategy was adopted in 2010 to provide a consistent methodology for acquiring land and rights for NGET's infrastructure projects, in particular aimed at securing permanent rights to protect the long-term lifespan of the infrastructure.
- 8.13 NGET considers it essential to secure the grant of permanent rights akin to easements for the overhead lines rather than wayleaves (whether by negotiation or through the Order)
- 8.14 NGET seeks freehold acquisition over part of PoTLL's land for the purposes of a new head house and SEC and related infrastructure.
- 8.15 PoTLL submitted an objection to the Order but extensive engagement resulted in the completion of a number of agreements.

Following which, PoTLL withdrew their objection in respect of a request for modification to plot 3/7.

- 8.16 DWPL have now withdrawn their objection following successful negotiations.
- 8.17 Their land has been included in the Order to facilitate construction of the new overhead lines, drainage works, the tunnel, Tilbury SEC/headhouse and the northern/Tilbury construction compound.
- 8.18 NGET continues to liaise with National Highways to understand any interfaces between the Project and LTC and is confident that both projects can be managed appropriately. National Highways has not objected to the Order.
- 8.19 PLA own the freehold of the riverbed and banks of the River Thames for which Tunnel rights are required. Discussions have been progressed for a draft works licence for the construction of the tunnel. The PLA has not objected to the Order.
- 8.20 The RSPB own freehold interests in the Order Land on the south side of the River Thames, at Gravesend, the majority of which is let to MOPAC and used as a rifle range. The land is required for the tunnel and its protection zone; for the decommissioning of the existing overhead line; for drainage and for the installation of the new overhead lines. Construction and operational access rights are also required, principally along the route of the existing rifle range access road. The parties have been negotiating an agreement for lease. The RSPB and MOPAC have not objected to the Order.
- 8.21 The EA own land on the banks of the River Thames comprising grass land and footpath over which rights are sought for the Tunnel, its protection and for monitoring and survey purposes. The EA has not objected to the Order.

- 8.22 NRIL own freehold interests in land that comprise a private road known as the Thames and Medway Canal Towpath, along which a public footpath and a public cycle route.
- 8.23 Construction and operational access rights are sought over this land. NGET currently enjoys some rights of access over this land to its existing Gravesend headhouse but it is necessary to include the rights in the Order, in order to obtain rights to construct and operate the new tunnel, headhouse and other infrastructure.
- 8.24 Network Rail objected to the Order and submitted a representation under Section 16 and Schedule 3 of the ALA 1981 to the Department for Transport. Discussions are ongoing with Network Rail to secure and/or modify the access rights it requires over the access road and the parties are near to agreement.
- 8.25 SGN own and operate low and medium pressure gas mains within and in the vicinity of the Order boundary. SGN objects to the Order due to concerns that it may adversely affect the integrity of and /or access to these gas mains. The parties are engaging in seeking to agree asset protection arrangements to resolve SGN's concerns and the parties are near to agreement.
- 8.26 I have complied with relevant parts of the CPO Guidance, namely:
- 8.27 Extensive contact has been made with landowners and efforts have been made to acquire their interests voluntarily.
- 8.28 NGET has spent considerable time seeking to understand the impact of the Order on those with an interest in land.
- 8.29 Through seeking to understand the impacts, NGET has been able to progress negotiations for agreement and in the case of PoTLL this has succeeded, and their objection withdrawn. This is a significant achievement in securing more than half the Order land and rights

by voluntary agreement. Modifications to the order land have been made where possible, further to engagement.

- 8.30 There were originally four objections to the Order, but two have withdrawn (PoTLL and DWPL). As at the time of writing this Statement, NRIL has not elaborated on its grounds of objection to explain its position.
- 8.31 The private access road in the Order is on the other side of the canal to the railway. It is not believed that NRIL use the track regularly for access to the railway and any usage they do have is shared with a number of other third party users that also have access rights down the track. NGET seeks access for Construction and Operational Access Rights only over that access track.
- 8.32 NGET's intention is not to prevent or adversely affect NRIL's and third parties' existing rights over the access. During construction, NGET will put in place traffic management measures that would prevent any blockages along the single lane track that services the land. Access will be maintained for all NRIL employees during the Project.
- 8.33 SGN states that it has gas mains in the Order Land or the vicinity and that it has concerns that the TBM may adversely affect the integrity of and /or access to these gas mains which form an essential part of the local gas network.
- 8.34 Their main concerns are the assets affected by the TBM removal and the route it will take. SGN seek security that should assessments be carried out that indicate the pipe line will be at risk that an APA will be entered into ahead of the TBM removal.
- 8.35 A draft asset protection agreement is now in circulation, and NGET is willing to provide asset protection commitments via the agreement in respect of the apparatus under the Order Land.

8.36 To summarise the key points:

8.36.1 all of the land included in the Order is required for the project;

8.36.2 a proportionate approach has been taken to land acquisition, with freehold only sought where necessary and otherwise using tailored packages of rights to minimise and focus rights and impact over each plot of land;

8.36.3 NGET's strategy is to reach voluntary agreement where possible, through early engagement, clear communication of the requirements, seeking to mitigate impacts where possible, making fair and incentivised offers for rights, and continuing negotiations through the hearings phase to minimise compulsory acquisition;

8.36.4 of 4 objections received, 2 have been withdrawn

8.36.5 there is a need for rights to be permanent, to allow NGET to secure the future operation of the network

8.36.6 there have been no objections challenging the need for the Project, instead the objections have been focussed on mitigating the impacts on individual holdings,

9. **DECLARATION**

9.1 I confirm that the evidence prepared for this Inquiry and contained within this statement of evidence are my true and professional opinions. I confirm that I have understood and complied with my duty to the Inquiry as an Expert Witness and have provided my evidence impartially and objectively. I confirm that I have no conflicts of interest.



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Darren Kempson

12 May 2025