



# **The London Resort Development Consent Order**

BC080001

## **Statement of Reasons**

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Planning Act 2008

The Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009  
Regulation 5(2)(h)

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# Statement of Reasons (document 4.1 Rev 1)

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## Executive Summary

This Statement of Reasons (the Statement) relates to the Application made by London Resort Company Holdings (LRCH; the Applicant) to the Secretary of State for Housing, Communities and Local Government (as it then was) (the Secretary of State; SoS) via the Planning Inspectorate (PINS) under the Planning Act 2008 (the 2008 Act). The Application is for development consent for the construction, operation and maintenance of the London Resort, a nationally significant visitor attraction and leisure resort.

This Statement explains why, if a Development Consent Order (DCO) is made by the Secretary of State in respect of the proposals, it will be necessary for that DCO to contain powers to enable LRCH to acquire compulsorily land and rights over land, and to take possession of land temporarily, to enable the construction and delivery, of the Proposed Development. This Statement also explains why there is a compelling case in the public interest for LRCH, as promoter, to be granted these powers of compulsory acquisition, and temporary possession in respect of the Site.

Without the acquisition and temporary use of the land, the London Resort cannot be delivered. Whilst LRCH will seek to acquire the land by agreement wherever reasonably possible, ensuring that the benefits of the Proposed Development can be delivered requires the power to compulsorily acquire various interests in land. Powers of compulsory acquisition are also required as a means of overriding existing rights and interests in, or over, land, as well as creating new rights over land, and granting the right to take temporary possession of land.

LRCH's Application for development consent is supported by *Land Plans* (document reference 2.2), *Crown Land Plans* (document reference 2.3) and *Work Plans* (document reference 2.5). The *Land Plans* (document reference 2.2) show the extent of the land required for the proposals. The *Work Plans* (document reference 2.5) show the works that are proposed to be carried out on the land. The *Crown Land Plans* (document reference 2.3) and *Book of Reference* (document reference 4.3) identify land in which The Crown has an interest (Category 1, 2 or 3), although LRCH is not seeking powers of acquisition in relation to this land. This Statement explains, in Appendix 1.0, how the proposals (if authorised by the DCO) would affect each plot of land to be acquired, or temporarily used, and how and why each plot of land is needed for the proposals.

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## Glossary

For ease of reference, the following glossary provides a few key terms that are used throughout this Statement of Reasons:

2008 Act	Planning Act 2008
APFP Regulations	Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009
Applicant	London Resort Company Holdings Limited
Compensation Code	The collective term used to describe the legislation and case law which regulates the procedures for compensation following compulsory acquisition of land interests
DCO	Development Consent Order
EDC	Ebbsfleet Development Corporation
EIA	Environmental Impact Assessment
Guidance	means Planning Act 2008: Guidance related to procedures for the compulsory acquisition of land (Department for Communities and Local Government, 2013)
LRCH	London Resort Company Holdings Limited
NPPF	National Planning Policy Framework
NSIP	Nationally Significant Infrastructure Project
Order Land	means the land in respect of which the Applicant is seeking powers in the DCO to enable it to permanently acquire that land and rights over, in and under that land necessary for the construction, operation and maintenance of the London Resort
PINS	Planning Inspectorate
SoS	Secretary of State

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## Section One ◆ Introduction

### INTRODUCTION

- 1.1 This Statement relates to the London Resort (Proposed Development) and has been submitted by LRCH to PINS as part of an application (Application) made under section 37 of the Planning Act 2008 (2008 Act) for a DCO to permit and enable implementation of the Proposed Development.
- 1.2 LRCH is a UK-registered company established specifically to promote the current project. It is led by a London-based management team with considerable experience of delivering and operating some of the world’s largest leisure, sports, and entertainment developments, and is supported by international investors. LRCH has entered into licence agreements with UK and international film and television studios and is working closely with these partners to develop high quality and innovative themed attractions in the resort.
- 1.3 The Resort will be a nationally significant visitor attraction and leisure resort, built largely on brownfield land at Swanscombe Peninsula in Kent on the south bank of the River Thames (the Kent Project Site) and with supporting transport and visitor reception facilities on the northern side of the river in Essex (the Essex Project Site) (together, the Project Site). The focus of the Resort will be a ‘Leisure Core’ containing a range of events spaces, themed rides and attractions, entertainment venues, theatres and cinemas, developed in landscaped settings in two phases known as Gate One and Gate Two (the Gates) . The Gate areas would be served by visitor entrance plazas offering ticketing and ancillary retail, commercial, dining and entertainment facilities. The Proposed Development will incorporate comprehensive provisions for service infrastructure provision, with an emphasis on resilience and sustainability. Outside the Gates will be a range of ancillary retail, dining and entertainment facilities in an area known as the Market.
- 1.4 The London Resort is designed to cater for up to 6.5 million visitors per year with Gate One open only, and up to 12.5 million visitors per year with Gates One and Two in operation. It will be a destination with a global profile, with up to 35% of visitors projected to come from overseas.
- 1.5 The Proposed Development will incorporate comprehensive provisions for service infrastructure provision, with an emphasis on resilience and sustainability. LRCH’s objective is for the London Resort to be net carbon-neutral once in operation. The strategy will embrace electricity and heat supply, water supply and the sustainable management of waste and wastewater.
- 1.6 The Resort will also include hotels, a water park connected to one of the hotels, a conference and convention centre known as a ‘conferention centre’, an e-Sports arena

known as the Coliseum, creative spaces, a transport interchange including car parking, 'back of house' service buildings, an energy centre, a wastewater treatment works and utilities required to operate the Resort. Related housing is also proposed to accommodate some of the Resort's employees.

- 1.7 The Application proposes substantial improvements to transport infrastructure. This will include a new direct road connection from the A2(T), the Resort Access Road and a dedicated transport link between Ebbsfleet International Station, the Resort, and the London Resort passenger ferry terminal beyond. The ferry terminal would serve visitors arriving by ferry on the River Thames from central London and the Port of Tilbury. A coach station is also proposed. On the northern side of the Thames to the east of the Port of Tilbury, additional coach and car parking and a passenger ferry terminal are proposed to serve the Resort.
- 1.8 In March 2014 LRCH wrote to the Secretary of State for Communities and Local Government (now Levelling Up, Housing and Communities<sup>1</sup>) to request a direction under Section 35 of the 2008 Act allowing the London Resort to be treated as development of national significance, for which a DCO is required. On 9 May 2014 the Secretary of State for Communities and Local Government issued a Section 35 Direction confirming that the London Paramount Entertainment Resort (now known as the London Resort) qualifies as a nationally significant business or commercial project for which development consent is required under the 2008 Act. The Applicant is therefore applying to the Secretary of State for Housing, Communities and Local Government for a DCO.

## STRUCTURE OF THE STATEMENT OF REASONS

- 1.9 **Section 2** describes the development proposals which form the London Resort, and for which LRCH is seeking compulsory acquisition and temporary possession powers.
- 1.10 **Section 3** outlines the case for the London Resort by explaining the significant benefits of a truly world class entertainment resort
- 1.11 **Section 4** provides a description of the Site (including the land in respect of which compulsory acquisition and temporary possession powers), its location and the requirement for the Site.
- 1.12 **Section 5** outlines the authority for the Applicant to apply for compulsory acquisition powers, and explains the scope of compulsory acquisition, temporary possession powers and other related powers that are included within the submitted draft Development Consent Order with reference to the relevant articles in the draft DCO.
- 1.13 **Section 6** sets out the justification for the Applicant seeking powers of compulsory acquisition and/or temporary possession in accordance with Section 122 of the 2008 Act

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<sup>1</sup> At the time of DCO acceptance, this was the Secretary of State for Housing, Communities and Local Government

and the Guidance. In particular, the requirement for the land and the compelling case in the public interest;

- 1.14 **Section 7** provides information about LRCH’s Land Acquisition and Land Referencing Strategy.
- 1.15 **Section 8** sets out Special considerations of how the Applicant is interacting with special category land, Crown Land, and statutory undertakers. This section also identifies other consents that the Applicant needs to obtain in order to implement the proposals for the use and development of the Order Land, and the London Resort project generally and the status of these consents.
- 1.16 **Section 9** provides justification for the potential interference with Human Rights.
- 1.17 **Section 10** provides a conclusion to this Statement.
- 1.18 **Appendix 1.0**, justifies the compulsory powers applied for by plot, with reference to the works proposed on that plot, and which powers are being applied for over that plot.
- 1.19 **Appendix 2.0**, is a copy of the Applicant’s Property Information Paper – *Explaining the Compulsory Acquisition Process* published in 2016 and distributed to PILs in 2016 and 2017.
- 1.20 **Appendix 3.0**, is a copy of the Applicant’s Property Information Paper - *Land acquisition, property compensation and the London Resort Premium* published and distributed in 2020.
- 1.21 **Appendix 4.0**, is a copy of the Briefing for Advisors Representing Claimants, updated in November 2020.

## RELATIONSHIP WITH OTHER APPLICATION DOCUMENTS

- 1.22 This Statement forms part of the suite of documents accompanying the Application submitted in accordance with section 55 of the 2008 Act and Regulation 5 of the Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009 (APFP Regulations) and should be read alongside those documents. In particular, the Applicant has submitted the following documents relating to the compulsory acquisition powers sought as part of the Proposed Development:
- the *Statement of Reasons* (document reference 4.1);
  - the *Funding Statement* (document reference 4.2) confirms the Applicant’s ability to fund the construction, operation and maintenance of the Proposed Development and the provisions contained within the draft Order;
  - the *Book of Reference* (document reference 4.3) identifies the persons with an interest in land affected by the Proposed Development;

- the *Land Plans* (document reference 2.2) show all of the land within the Order limits that is required for the Proposed Development;
- the *Crown Land Plans* (document reference 2.3) identifies land in which the Crown has an interest (Category 1, 2 or 3) ;
- the *draft Development Consent Order* (document reference 3.1) includes the consents, authorisations and powers that are being sought by the Applicant in respect of the Proposed Development, including the provisions granting the Applicant the compulsory powers and the controls on how those powers can be used;
- the *Explanatory Memorandum* (document reference 3.2) explains the purpose and effect of the draft DCO;
- the Environmental Statement (ES), particularly Chapter 4 – *Project development and alternatives* (document reference 6.1.4) which outlines the main alternatives considered;
- the *Design and Access Statement* (document reference 7.1) and *Design Code* (document reference 7.2) which explain, to the extent possible, how current designs have evolved throughout the various phases of consultation and design development and how buildings and landscaping of the Proposed Development will be designed at detailed design stage;
- the *Planning Statement* (document reference 7.4): describes in detail the policy context and support for the London Resort and sets out the planning balance for the scheme; and
- the *Economic and Regeneration Statement* (document reference 7.5): describes the economic and regeneration case and anticipated benefits of the London Resort.

## REQUIREMENT FOR A STATEMENT OF REASONS

- 1.22 This Statement is required because the DCO will authorise the compulsory acquisition of land and/or rights in land, and temporary use of land, as described in section 5 and Appendix 1.0 of this Statement.
- 1.23 This Statement has been prepared in accordance with Regulation 5(2)(h) of the APFP Regulations and in accordance with the guidance issued by the Department for Communities and Local Government Planning Act 2008: Guidance related to procedures for the compulsory acquisition of land (2013) ('Guidance').
- 1.24 Paragraphs 31 and 32 of the Guidance acknowledge that the APFP Regulations require a statement of reasons and Paragraph 32 advises that:



*'The statement of reasons should seek to justify the compulsory acquisition sought and explain in particular why in the applicant's opinion there is a compelling case in the public interest for it. This includes reasons for the creation of new rights'*

- 1.25 This Statement sets out the reasons for seeking powers for the compulsory acquisition of land and/or rights in land, or for the temporary use of land. These powers are being sought to ensure that the Applicant has the requisite powers to construct, operate and maintain the Proposed Development.
- 1.26 This statement demonstrates that there is a compelling case in the public interest for the relevant land to be subject to the powers of compulsory acquisition and certain other powers within the DCO.
- 1.27 The use of powers of compulsory acquisition in these circumstances is legitimate and proportionate, and any interference with the human rights of those with interests in the land proposed to be acquired is justified.
- 1.28 The following sections contained within this Statement of Reasons provide the justification for the application, including a description of the proposal and the case for the Proposed Development. The document provides further detail about the compulsory powers being sought under the DCO and the reasoning behind those powers being sought.

## Section Two ◆ Description of the Proposed Development

### THE PROPOSED DEVELOPMENT

- 2.1 The 2008 Act provides that development consent may be granted for both a Nationally Significant Infrastructure Project (NSIP), referred to as the Principal Development in this document, and for Associated Development, which is development associated with the Principal Development. The Housing and Planning Act 2016 enabled DCO development to be accompanied by Related Housing, defined by functional need or geographical proximity, with a guideline maximum of 500 dwellings to be consented by this means.
- 2.2 In the description of development below, a distinction is made between the Principal Development, which comprises all works proposed within what would be the Entertainment Resort, and Associated Development, comprising other development that has a direct relationship with the Principal Development and is required to support its construction or operation.
- 2.3 A more detailed project description is set out within the *draft DCO* (document reference 3.1) ES Chapter 3: *Project description* (document reference 6.1.3) and should be referred to for a greater understanding of the constituent parts.
- 2.4 The Applicant is seeking powers in the DCO to enable it to permanently acquire land and rights over, in and under the Order Land necessary for the construction, operation and maintenance of the London Resort, as well as rights to temporarily possess and use specific parts of the Order Land to facilitate the construction, operation and maintenance of London Resort. Over a period of more than six years the Applicant has developed its understanding of the totality of land required for the construction of the London Resort.
- 2.5 Through the formal (and informal) stages of consultation with key stakeholders, technical and environmental studies, and design development the Applicant has altered and revised the Proposed Development, including the amount of land required for the development.
- 2.6 The requirement for the Application Site is summarised in this section and described further in the *Planning Statement* (document reference 7.4), which explains how it contributes to the construction or operation of the London Resort, or helps to address its impacts, and why it is required development. The Proposed Development and use of the Site is necessary to fulfil that requirement.
- 2.7 The location of the Site has been subject to a site selection process and the Project Site is the site that the Applicant considers is most appropriate. The *Planning Statement* (document reference 7.4) and detailed descriptions of the Site in ES Chapter 2 – *Site description* (document reference 6.1.3), the Proposed Development in ES Chapter 3 – *Project description* (document reference 6.1.4), the site selection process and further

information about the requirement for the Site as set out in the ES Chapter 4 - *Project development and alternatives* (document reference 6.1.4).

2.8 The **Principal Development** includes:

- the Leisure Core, comprising a range of events spaces, themed rides and attractions, entertainment venues, theatres, and cinemas. The main theme parks would be developed in landscaped settings in two phases known as Gate One and Gate Two;
- a covered market and ancillary facilities with retail, dining, and entertainment facilities;
- terrain remodelling, hard and soft landscape works, amenity water features and planting;
- guest facilities;
- the construction of two internal visitor entrance areas comprising ticketing point and ancillary commercial uses;
- pedestrian and cycle access routes and related infrastructure;
- service and emergency service vehicle routes and associated facilities; and
- construction of a temporary remediation processing compound.

2.9 the **Associated Development** includes:

- the construction of up to five multi storey parking buildings with drop-off and taxi provision as part of a maximum provision of 10,750 car spaces, 200 coach parking spaces and overflow coach parking, 350 motorcycle spaces and 250 secure cycle spaces for visitors. Additionally, a multi-storey car park may be constructed to the east of Ebbsfleet International Station to accommodate 1,200 car parking spaces temporarily or permanently affected by construction of the Resort Access Road;
- four hotels providing family, upmarket, luxury and themed accommodation totalling up to 3,550 suites or 'keys' with ancillary uses. One hotel will incorporate access to an enclosed Water Park;
- Highway works comprising works to the A2(T) to provide a junction connecting the A2(T) with the road leading to the Entertainment Resort and associated works related to the safeguarding and diversion of underground utility connections in that area;
- a 'Conferention' Centre (i.e. a combined conference and convention centre) capable of hosting a wide range of entertainment, sporting, exhibition, and business events;
- the Coliseum designed to host e-Sports, video and computer gaming events and exhibitions;

- a 'Back of House' area accommodating many of the necessary supporting technical and logistical operations to enable the Entertainment Resort to function, including administrative offices, a security command and crisis centre, maintenance facilities, costuming facilities, employee administration and welfare, medical facilities, offices and storage facilities, internal roads, employee car parking, a visitor centre and staff training facility, and landscaping;
- the construction of staff accommodation of up to 500 dwellings, including associated vehicle, cycle and pedestrian routes, shared workspace and multifunctional spaces, small scale retail facilities for residents, outdoor and indoor amenity space, landscape works and related ancillary works;
- an operations resource centre;
- a people mover, transport interchanges and associated facilities;
- a Resort Access Road of up to four lanes (i.e. up to two lanes in each direction) and associated works;
- local transport links;
- river transport infrastructure on both sides of the Thames, including the extension of the existing floating jetty at the Tilbury ferry terminal, a new floating jetty, the reconditioning of Bell Wharf at the Swanscombe Peninsula, and related dredging and ancillary works;
- utility compounds, plant and service infrastructure including an energy centre, district cooling and heating plant;
- a wastewater treatment works with associated sewerage and an outfall into the River Thames;
- flood defence and drainage works;
- habitat creation and enhancement and public access;
- security and safety facilities; and
- data centres to support the Resort's requirements.

### Construction Programme

2.10 The construction programme envisages that the London Resort would undertake a soft opening of its initial phase (known as Gate One) in 2025, with Gate One fully open during 2026 followed by a second phase (Gate Two) in 2029 and estimated to reach maturity in 2038. It is not proposed that the Proposed Development would have a specified operational duration followed by decommissioning.

## Section Three ◆ Policy support for the Proposed Development

### POLICY SUPPORT FOR THE PROPOSED DEVELOPMENT

- 3.1 National Policy Statements (NPSs) - statutory policy documents published in accordance with the 2008 Act - set out the government's policy on particular types of nationally significant infrastructure projects (NSIPs). NPSs form the primary basis for decisions by the Secretary of State on NSIPs. In particular, NPSs set out the national need for the specific type of infrastructure development which they relate to. For business and commercial projects, such as the Proposed Development, there are no designated (or even draft) NPSs. Accordingly, the case for the Proposed Development is derived from other sources.
- 3.2 Whilst there is no specific requirement to establish and demonstrate the 'need' for the Proposed Development, in the absence of a NPS, it is considered helpful to demonstrate the market opportunity for a global entertainment resort, and specifically the benefits that will accrue in delivering the economic pillar of sustainable development, as promoted through the NPPF and development plan documents.
- 3.3 Section 105 of the 2008 Act sets out what the Secretary of State must have regard to in making his or her decision where a relevant NPS is not designated, as is the case for the London Resort. This includes any matter that *'the Secretary of State thinks is important and relevant to the Secretary of State's decision.'* In the absence of a NPS for business and commercial projects such as the Proposed Development the application has sought to set out clear and compelling reasons why the Secretary of State can conclude that a compelling case in the public interest is demonstrated for the development of the London Resort and that its construction and operation will generate significant benefits at the local, regional and national level.
- 3.4 The case for the Proposed Development is summarised in the following paragraphs and has been explained further in Chapter 4, 5 and 7 of the ES (document references 6.1.4, 6.1.5, 6.1.7), the Planning Statement (document reference 7.4) and the Economic and Regeneration Statement (ERS) (document reference 7.5). The compulsory acquisition of land and rights in land is necessary to enable the Applicant to realise the significant benefits and deliver the Proposed Development. Chapter 5: Relevant law and policy of the ES (document reference 6.1.5) summarises the policy context for the Proposed Development, highlighting amongst other things the policy support for new visitor attractions in the UK capable of attracting international visitors and retaining domestic tourists.
- 3.5 Chapter 2 of the *Planning Statement* (document reference 7.4) describes the background as to the policy support for the Proposed Development examining the case in the context of:

- national economic policy and context; in the Secretary of State’s Direction, confirming the Proposed Development’s NSIP status (Appendix 2.0 of *the Planning Statement* (document reference 7.4) it was noted the significant economic impact expected to arise from the London Resort and its likely importance in driving growth in the economy, with an impact greater than the immediate local authority area. In this context, it is helpful to understand the national economic policy and context in which the Proposed Development sits, including the impacts of the COVID-19 pandemic;
- regional and local economic policy and context; regional economic context is set by a number of economic partnerships, including the South East Local Enterprise Partnership (SELEP), Kent and Medway Economic Partnership (KMEP), the Thames Gateway Kent Partnership (TGKP) and most recently the Thames Estuary Growth Board;
- national tourism policy and context; there is considerable background policy and context to tourism within the UK. There has also been significant research undertaken in respect of the value of tourism to the UK economy; and
- regional and local tourism policy and context; at a regional and local level there is recognition as to the role leisure and tourism can offer to the economy.

3.6 Chapter 2 of the *Planning Statement* (document reference 7.4) concludes that:

- at a national level, the above background has identified a context for the development of additional national infrastructure to support economic growth through an expansion of the tourism sector. The most obvious recognition of this fact is amendments to the 2008 Act which enabled business and commercial projects to progress through the NSIP route, given their strategic importance to facilitating economic growth. In the context of the London Resort, this has been confirmed by the SoS Direction permitting the London Resort to progress down the NSIP route;
- national tourism objectives seek to improve the visitor experience and offer within the UK, seeking to attract further visitors and encourage them to spend more and stay longer. This relates not only to domestic tourism but also international tourism, and is particularly pronounced given the impacts of the COVID-19 pandemic upon the sector. The Proposed Development would provide a significant offering to the UK in respect of delivering a world-class entertainment resort that would provide a significant contribution to the leisure economy within the UK in a manner that is wholly consistent with the direction and messaging of the policy objectives and ambitions at a national level; and
- at a regional and local level, there is considerable economic support for regeneration within Kent, and specifically the improvement to tourism and leisure. Many of the aforementioned documents specifically reference the London Resort and its importance in delivery aspirations and growth to the economy. There is clear support within the documents to see the delivery of the London Resort as an economic stimulus within the locality.

### **Tourism Support**

- 3.7 As noted by the *ERS* (document reference 7.5), the UK tourism market is large and growing in importance to the national economy. A number of documents, as set out in Section 5 of the *ERS*, highlight the central government drive to improve and expand the tourism sector in an effort to drive international competitiveness in this area and further develop the economic potential of the industry. For example, the Tourism Action Plan and Visit Britain / Visit England – Our Five Year Strategy 2020-2025 (Five Year Strategy) both set out the principles of needing to grow the tourism base of the UK. It is suggested that, in the light of significant impacts to the tourism and hospitality sectors as a result of the COVID-19 pandemic, these strategic objectives are likely to have increased in importance and significance.
- 3.8 The development of a global entertainment resort within the UK is considered to deliver a significant attraction for the regional, national and international tourism market within the UK. This alignment to wider government strategies is considered to represent a material consideration given the nature of the Proposed Development.
- 3.9 The Application further emphasises that the introduction of a global theme park will help establish and consolidate Dartford, Gravesham and Kent as a must-visit tourist destination, bringing new visitors to the area and supporting a range of new economic activity. It will also have catalytic impacts, enabling further development, investment and economic dividend as discussed within the *ERS* (document reference 7.5). Accordingly, the Proposed Development will play a key role in meeting the need to regenerate this area of north Kent and fulfilling economic and social objectives.
- 3.10 By providing a visitor attraction of an international status, open throughout the year, in an area that is not currently a tourism and leisure destination, the London Resort will make a significant contribution to the attainment of Visit Britain / Visit England’s objectives, along with those of Visit Kent. There is a clear opportunity for London Resort to establish itself as a flagship destination for the domestic and international tourism sector. In the absence of an NPS for Business or Commercial NSIPs, the Five Year Strategy represents an important expression of national need against which the DCO application for the London Resort should be assessed.

### **Entertainment Resort Support**

- 3.11 The *ERS* (document reference 7.5) notes that the global entertainment resort market is typically segmented into three distinct levels:
- Level 1: theme parks – major ride parks and resorts with a distinct entertainment based theme (examples include Disney, Universal Studios and Sea world);
  - Level 2: ride parks and resorts (examples include Alton Towers Resort, Legoland Resort and Thorpe Park Resort); and
  - Level 3: family leisure parks (examples include regional adventure parks and zoos).

- 3.11 The ERS (document reference 7.5) highlights the relative stagnation in the UK theme park market, which contrasts with much higher levels of growth across the global market. The UK, with no global theme parks or entertainment resorts, is currently considerably underprovided. The absence of ‘Level 1’ theme / leisure parks in the UK, suggests a market with great economic potential that could and should be exploited in line with the government’s tourism and leisure objectives highlighted above.
- 3.12 The ERS suggests that if provision was in line with typical rates of provision in comparable countries, the UK might expect to have two to three global theme parks, indicating a significant under-investment in the sector over several decades, given the delivery timescale of such attractions and the absence of any other known global resorts being developed in the UK. Legoland, the most visited theme park in the UK (2.4m visitors in 2019), was the most recent major addition to the UK theme park market, opening 24 years ago. The ERS reports that the UK theme park industry has, however, seen significant investment to re-energise existing entertainment facilities but they largely comprise the expansion and diversification of existing attractions to provide enhanced accommodation facilities. The ERS states that, in addition to the lack of theme park provision, there is significant and growing demand for leisure and leisure events in the UK, with visitor catchments growing.
- 3.13 The ERS identifies that the UK’s existing offering of theme parks has lacked growth in recent years, with attendance increasing only slightly by 0.6% over the past 10 years. It is suggested that the lack of growth demonstrates that the UK’s theme park offering is failing to keeping pace with the international offering, making the UK less attractive to international tourists who may be seeking such experiences either in isolation or as part of a linked trip.
- 3.14 In addition to the benefits that the ERS demonstrates, it, importantly, predicts that the opening of the London Resort would have minimal impact upon trade diversion from the UK’s existing regional theme parks, owing to growing demand and growing local visitor catchment. Accordingly, it is expected that the development of the London Resort would result in market growth, and help to increase the UK’s share of the global entertainment resort market, rather than directly competing with other venues.
- 3.15 The ERS makes a further point that the London Resort would meet a theme park demand throughout the year rather than just over the spring / summer; it comprises traditional outdoor rollercoasters and rides but also ‘black box’ rides and other indoor areas and attractions, including the Water Park (see below). The combination of indoor and outdoor rides and attractions is designed to meet the demand for a year round resort, as well as constituting a next-generation entertainment venue, capable of evolving with technological advances to provide new immersive visitor experiences.
- 3.16 The ERS further explains that the principle of delivering entertainment resorts across two gates / phases is well-founded and it allows resort operators to refresh and adapt to changing consumer requirements and to improve and extend the offer available so as to achieve repeat visitor visits. This approach is typical for global entertainment resorts, such as Disneyland Paris.



- 3.17 The Application explains that the Site needs to be large enough to accommodate a global entertainment resort, including a theme park, attendant visitor attractions and amenities, hotels, transport facilities and ancillary uses.

#### ***Water Park Benefits***

- 3.18 The ERS (document reference 7.5) notes that the UK Water Park market is less developed than internationally, with no UK Water Park featuring within the top 20 global Water Parks. The ERS explains that delivery of a world-class Water Park as part of the Proposed Development will address a significant deficit within the UK. Further, the co-location of a water park with the wider Resort attractions offers considerable synergistic benefits and helping to lengthen the duration of visitor stays.

#### ***'Coliseum' Benefits***

- 3.19 The inclusion of a Coliseum (which would host e-Sports events) seeks to address a deficiency within the UK in respect of what is a 21st century activity experiencing exponential interest.

#### ***Housing Benefits***

- 3.20 The Applicant's detailed review of its business plan during 2019/20 established that the inclusion of 500 dwellings would provide a significant benefit and meeting a functional need by delivering high quality residential accommodation for staff directly employed in the management and operation of the Resort and which is in close proximity to the Resort's attractions.

#### **Conclusion**

- 3.21 It is considered that the overarching support, at the national and local level, and market opportunity for the Proposed Development is well-established. The creation and acquisition of rights and the imposition of restrictions through the compulsory acquisition powers in the Order would enable the Proposed Development to be constructed and operated without impediment and thus meet national and local planning policy objectives.

## Section Four ◆ Description of the Order Land

### THE ORDER LAND

- 4.1 This section describes the land which is proposed to be subject to the compulsory acquisition powers that are sought in the DCO (Order Land). The land is shown on the *Land Plans* (document reference 2.2) and the works for which the land is required are represented on the *Works Plans* (document reference 2.5). Descriptions and ownership information for each plot shown on the Land Plans are set out in the *Book of Reference* at Part 1 (document reference 4.3).
- 4.2 A visual representation of the Order Land (within the Project Site) is set out on the *Location Plan* (document reference 2.1).
- 4.3 A description of the Project Site is also set out in ES Chapter 2 - *Site Description* (document reference 6.1.2).
- 4.4 The Project Site lies approximately 30 km east-south-east of central London on the south and north banks of the River Thames, in the ceremonial counties of Kent and Essex. On the south side of the Thames the Project Site occupies much of the Swanscombe Peninsula, formed by a meander in the river, and includes a corridor for transport connections extending generally southwards to the A2(T) trunk road. On the north side of the river the Project Site includes areas of land east of the A1089 Ferry Road and the Tilbury Ferry Terminal, which currently provides passenger services across the river to Gravesend and incorporates the London International Cruise Terminal. It also includes the 'Asda Roundabout' at the junction of the A1089 St Andrews Road / Dock Road, Windrush Road and Thurrock Park Way.
- 4.5 The Project Site is 413.07 hectares (ha) in area. For clarity the section of the Project Site to the south of the Thames is referred to in the ES as the Kent Project Site and that to the north of the river is identified as the Essex Project Site. The sites are identified in Figures 2.1 and 2.2 (document references 6.3.2.1 and 6.3.2.2).

### THE KENT PROJECT SITE

- 4.6 The Kent Project Site comprises approximately 387.53 hectares of land in a complex shape, shown in Figure 2.1 (document reference 6.3.2.1). It includes land on and to the south of the Swanscombe Peninsula on which the Resort and its main public transport interchange would be focused, and a corridor of land required for road connections running in a broadly north-south direction between the Peninsula and the A2(T). The Kent Project Site also includes a section of the A2(T) corridor approximately 3.5 km in length between the established junctions at Bean in the west (A2(T) / B255) and Pepper Hill (A2(T) / B262) in the east.

- 4.7 The majority of the Kent Project Site on the Swanscombe Peninsula comprises open, low-lying land with extensive former CKD tips and other brownfield former industrial land. A number of drains, filtration systems, aeration lagoons and other features are also present. Much of the peninsula has re-vegetated naturally but areas of bare ground remain. Other parts of the Kent Project Site on the Swanscombe Peninsula include the existing Manor Way, Northfleet and Kent Kraft industrial estates.
- 4.8 The HS1 railway crosses the Peninsula on a south-east to north-westerly alignment. The southern section is in cutting and the remainder in a tunnel. A pumping station used for the management of ground water levels is located to the north-east of the tunnel portal.
- 4.9 The Swanscombe Peninsula supports extensive areas of marshland including Black Duck Marsh, Botany Marsh, and a marsh around the HS1 tunnel portal. Broadness Marsh at the northern tip of the Peninsula was historically a saltmarsh, but now has a raised terrain as a result of CKD tipping and the deposition of river dredgings. Broadness and Botany Marshes are bordered in part by industrial uses.
- 4.10 The Peninsula has an irregular topography because of historical CKD tipping activities and the deposition of dredgings from the River Thames. Two raised areas of tipped material rise to over 12-13 m AOD. A large part of the north of the Peninsula has been raised from an assumed original height of 2-3 m AOD to approximately 8.75 m AOD. Where it meets the River Thames, the Peninsula is surrounded by flood defence embankments and terraces that rise to approximately six metres AOD. Small areas of remnant salt marsh are located at the base of the flood defences.
- 4.11 In terms of its underlying geology, the Kent Project Site lies in the eastern part of the London Basin, which is underlain by chalk. This chalk is designated by the Environment Agency as a principal aquifer and is the main source of potable water in the area. The majority of the Kent Project Site thus lies within a groundwater Source Protection Zone (SPZ). The Peninsula itself is overlain by alluvium, comprising silts and clays.
- 4.12 The banks of the Peninsula feature occasional jetties and inlets, some of which are used for the mooring and landing of boats. An inlet at the northern end of the Peninsula, known as Broadness Creek, has associated boat sheds.
- 4.13 As shown in the *Access and rights of way plans* (document reference 2.9), a small number of public footpaths cross the Kent Project Site including Saxon Way, which runs along the western flood embankment from Ingress Park to the west before turning eastward across the upper central area of the Swanscombe Peninsula to connect with the northern end of Manor Way. In addition, Pilgrims' Way runs from the northern end of Swanscombe High Street to the north-western area of the Peninsula. Pedestrians gain access to additional areas of the Peninsula on an unauthorised or permissive basis.
- 4.14 Natural England is currently improving coastal access along a 78 km stretch of the Kent coast and Thames Estuary between Grain and Woolwich, as a part of the England Coast Path initiative. The identified route of the coastal path runs along the north-western edge

of the Swanscombe peninsula as far as Broadness Creek and then heads eastwards to the eastern shore before joining Manor Way to the south.

- 4.15 High voltage electricity transmission lines cross the Peninsula on a south-east to north-westerly alignment and include a 190 m tall 'super pylon', constructed in 1965, that lifts the transmission lines over the Thames to a similar tower on the northern bank. These lattice towers are of interest from an industrial heritage perspective, being the UK's tallest electricity pylons, and are prominent local landmarks.
- 4.16 Other features of industrial and cultural heritage interest in the Kent Project Site include Bell Wharf and White's Jetty on the western shore of the Swanscombe Peninsula. White's Jetty is an early example of precast concrete construction and provided deep water access for the former Associated Portland Cement Manufacturers Limited's cement factory on the peninsula, which closed in 1990. The jetty is abandoned and has become a roost for sea birds.
- 4.17 The most significant heritage and geological feature in the Kent project site is Baker's Hole to the north-west of Ebbsfleet International station, where quarrying and other excavations yielded a wealth of large flint hand axes and flakes, representing the discarded remains of stone tool production by a population probably consisting of Neanderthals active in the early-middle Palaeolithic period, c. 250,000 years ago. Baker's Hole is both a Scheduled Monument and a Site of Special Scientific Interest (SSSI).
- 4.18 North of the HS1 tunnel portal is a derelict wastewater treatment works. A Port of London Authority radar beacon is located near the northern tip of the Peninsula.
- 4.19 Natural habitats on the Kent Project Site include patches of woodland, scattered areas of scrub and improved and semi-improved grassland. Wetland habitats include wet grasslands at Black Duck Marsh and grazing marsh and reed beds in Black Duck and Botany Marshes, with ponds of standing open water and drainage ditches. There are also fragments of saltmarsh and mudflats within the flood defence embankments.
- 4.20 Much of Botany Marsh is a Local Wildlife Site (LWS) and part of the Ebbsfleet Marshes LWS, which includes wet woodland and reed beds, is located in the Ebbsfleet Valley section of the Kent Project Site. However, in a letter dated 30 November 2020 Natural England advised LRCH of its intention to consider most undeveloped areas of the Swanscombe Peninsula for potential notification as a Site of Special Scientific Interest (SSSI), in view of the presence of habitats attractive to invertebrates, scarce plants and breeding birds. Natural England notified on 11 March 2021 and subsequently confirmed the designation of a proportion of the Swanscombe Peninsula as a SSSI on 10 November 2021 in recognition of its national importance for plants, geology, birds and invertebrates
- 4.21 Areas of degraded post-industrial land, including disused pits and landfilled areas supporting mostly grassland and scrub, are present across the section of the Kent Project Site that extends southward towards the A2(T). This area also contains a large surface level car park and associated roads serving Ebbsfleet International Station.

- 4.22 The A2(T) / A2260 junction (referred to here as Ebbsfleet Junction) allows eastbound and westbound traffic to leave and join the A2(T) at the southern end of the Kent Project Site. Springhead Nurseries and the HS1 railway are located to the immediate east of the A2(T) / A2260. A former electricity compound located immediately to the west is currently being developed for housing, a school, and a hotel.
- 4.23 The Pepper Hill (A2(T) / B262) junction provides access to Northfleet to the north and Northfleet Green, Southfleet and Betsham to the south. The (A2(T) / B255) junction at Bean provides connections to Stone and Greenhithe via the B255 and the A296. Blocks of woodland border the A2(T) at the A2(T) / B255 junction. Bluewater shopping centre is located less than 1km from this junction and is reached directly from the B255. At Greenhithe the B255 connects to the A226, which provides access to the Swanscombe Peninsula from the west.

## THE ESSEX PROJECT SITE

- 4.24 The Essex Project Site comprises approximately 25.54 hectares of land in a complex shape, shown in Figure 2.2 (document reference 6.3.2.2). It includes the following main elements:
- a trapezoidal area of level hard-surfaced land used currently for vehicle storage. This area is bounded by railways on its northern and western sides, and a drainage channel to the east. Road access is gained from Fort Road at the south-eastern corner of the Essex Project Site. To the south lies Tilbury Railport, a large logistics shed with railway sidings operated by Maritime Transport Limited;
  - an irregular strip of land along the corridor of the A1089 Ferry Road, including areas of vegetation and hardstandings, and along the corridor of Fort Road to the east and far as the entrance into the main car storage site described in the previous bullet; and
  - the Asda Roundabout on the A1089 to the north. This roundabout forms the junction between the A1089 St Andrews Road / Dock Road, Windrush Road and Thurrock Park Way, the latter of which serves an Asda superstore. This junction has been included in the draft Order Limits for the London Resort DCO in the event that traffic assessment reveals a need for physical highway enhancements at this location.
- 4.25 As explained in more detail in chapter 14: Cultural heritage and archaeology of this ES, the London International Cruise Terminal, the passenger ferry terminal, and the floating landing stage that serves both are together listed grade II\*. The landing stage was designed by the Port of London Authority's architect Sir Edwin Cooper and was officially opened in 1930 by Prime Minister J Ramsey MacDonald. In June 1948 the SS Empire Windrush docked at the landing stage with 500 migrants on its first voyage from the Caribbean.
- 4.26 Public rights of way in the Essex Project Site are limited generally to public roads, with the exception of a footpath shown in *the Access and rights of way plans* (document reference 2.9) that runs from Fort Road northwards along the eastern side of the Essex Project Site,

then westwards alongside the railway to a gated level crossing. Once north of the railway the path continues to a point close to the junction of The Beeches and Hume Avenue, in a residential neighbourhood of Tilbury.

## Section Five ◆ Scope of Compulsory Acquisition Powers

### ENABLING POWERS

- 5.1 Section 120(3) of the 2008 Act provides that a DCO may make provision relating to, or to matters ancillary to, the development for which consent is granted.
- 5.2 Schedule 5 to the 2008 Act lists the matters ancillary to the development. These include (amongst others):
- the acquisition of land, compulsorily or by agreement (paragraph 1);
  - the creation, suspension, or extinguishment of, or interference with, interests in or rights over land (including rights of navigation over water), compulsorily or by agreement (paragraph 2);
  - the abrogation or modification of agreements relating to land (paragraph 3); and
  - the payment of compensation (paragraph 36).
- 5.3 Further, by virtue of Section 122(3) of the 2008 Act it is also necessary for the Secretary of State to be satisfied, in relation to the DCO Application, that there is a compelling case in the public interest for the land to be acquired compulsorily.
- Section 122 of the Act provides that a DCO may only include provision authorising the compulsory acquisition of land if the Secretary of State is satisfied that the land is:
    - required for the development to which the DCO relates;
    - required to facilitate or is incidental to that development; or
    - replacement land for commons, open spaces, etc.

### COMPULSORY ACQUISITION POWERS

- 5.4 If a DCO is made by the Secretary of State in respect of the proposals, it will be necessary for that DCO to contain powers to enable the Applicant to acquire compulsorily land and rights over land, and to take possession of land temporarily, to enable the construction and delivery of the London Resort.
- 5.5 Without the acquisition and temporary use of the land, the London Resort cannot be delivered. Whilst the Applicant will acquire the land by agreement wherever reasonably possible, the need to ensure that the project can be delivered requires the power to be

able to compulsorily acquire a number of interests. Powers of compulsory acquisition are also required as a means of overriding existing rights and interests in or over land, as well as creating new rights over land, and granting the right to take temporary possession of land.

- 5.6 If exercised, the rights and powers that the Applicant is seeking may result in an interference with property rights and private interests in land. The DCO provides that where these powers are exercised, the owner of the affected land may be entitled to compensation under the Compensation Code. Any dispute in respect of the compensation payable would be capable of being referred to, and determined by, the Lands Chamber of the Upper Tribunal.
- 5.7 The scope of the proposed powers is set out below, and all references to an 'article' is a reference to an article of the *draft DCO* (document reference 3.1). All these articles in the draft DCO are considered important and necessary for the delivery of the London Resort.

#### **POWERS TO ACQUIRE LAND AND RIGHTS COMPULSORILY**

- 5.8 The land permanently required by the Applicant for the purposes of the London Resort comprises a combination of surface and subterranean land (together with surface rights and restrictive covenants) on which the Proposed Development will be constructed, operated, and maintained. There are therefore other compulsory acquisition powers sought in the DCO which deal with acquisition in specific circumstances, such as where the Applicant seeks to acquire interests in only part of the property or just an interest in the subsoil, or to impose a restrictive covenant.
- 5.9 The *Land Plans* (document reference 2.2) show land and rights over which compulsory powers are sought and these are listed in the Book of Reference (document reference 4.3).
- 5.10 On the *Land Plans* (document reference 4.2):
- 5.11 all freehold and leasehold interests to be compulsorily acquired are shown shaded in pink;
- 5.12 the acquisition of rights by the creation of new rights or the imposition of restrictive covenants is shown shaded in green; and
- 5.13 any land within the Order Limits as shown outlined in red on the Land Plans will be subject to a statutory authority to override easements and other rights, and to extinguish private rights of way upon the appropriation of the land for the purposes of the DCO.
- 5.14 The rights sought in respect of each plot which is subject to the power in Article 28 are described in Schedule 7 to the *draft DCO* (document reference 3.1). In summary the rights consist of a right for the Applicant and all persons authorised on its behalf to use and maintain the access roads serving the Facility. The Applicant will acquire rights to enter, remain upon, pass and re-pass, on foot, with or without vehicles, plant, and machinery over these specific plots. The Applicant also takes the right to impose restrictive



covenants over such land in order to protect the roads (which will remain in the ownership of a third party). Such rights are proportionate and no more than reasonably required by the Proposed Development.

- 5.15 The land over which the Applicant is seeking a power to take temporary possession for the purposes of constructing the works authorised by the draft DCO is shown shaded blue on the *Land Plans* (document reference 4.2). Article 35 of the draft DCO is relied upon in this respect. At Appendix 1.0, the Applicant has identified the purpose for which this land is required by connecting each of these plots to specific works as described in Schedule 1 to the draft DCO.
- 5.16 The *draft DCO* (document reference 3.1) includes the following articles that relate to compulsory acquisition or the interference with third party rights:
- 5.17 Article 21 – Compulsory acquisition of land:
- the Applicant would have the power to compulsorily acquire so much of the Order Land which is required for the construction, operation and/or maintenance of the authorised development or is incidental to it or necessary to facilitate it; and
  - on the *Land Plans* (document reference 2.2), land which is proposed to be acquired compulsorily is shaded pink.
- 5.18 Article 22 – Power to override easements and other rights:
- this article authorises the Applicant’s works within the Order limits when they interfere with an interest or right or breach a restriction as to the user of the land.
- 5.19 Article 23 – Time limit for exercise of authority to acquire land compulsorily:
- this limits the ability to serve a notice to treat or a general vesting declaration to a period within five years from the granting of the order.
- 5.20 Article 24 – Compulsory acquisition of rights and imposition of restrictive covenants:
- this article allows the Applicant to compulsorily acquire rights, or impose restrictions, over the Order Land insofar as they are necessary to construct, operate and maintain the authorised development or is incidental to it or necessary to facilitate it.
- 5.21 Article 25 – Private rights over land:
- this article allows for the extinguishment of private rights over land required for the Proposed Development.
- 5.22 Article 29 – Acquisition of subsoil or air-space only:
- this article permits the Applicant to acquire so much of the subsoil and air-space, or rights over these areas as required, instead of acquiring the whole of the land.

5.23 Temporary powers which the draft DCO confers on the Applicant are:

5.24 Article 31 – Temporary use of land for carrying out the authorised development:

- this article permits the Applicant to take temporary possession of the land specified in Schedule 10 to the draft DCO, and any other land within the Order limits, provided that the Applicant has not already made a declaration to vest the land in itself or to enter the land following a notice of entry in advance of acquisition.

5.25 Article 32 – Temporary use of land for maintaining the authorised development:

- this article permits the Applicant to enter on and take temporary possession of any land within the Order limits, which is reasonably required for the purpose of maintaining the authorised development at any time during the maintenance period (i.e. a period of five years from the date on which that part of the authorised development is first opened for use); and
- under this article, the Applicant is entitled to occupy the land for as long as reasonably necessary to carry out the relevant maintenance works. The Applicant must give the landowner and any occupier not less than 28 days' notice and on completion of the maintenance works must remove all temporary works and restore the land to the reasonable satisfaction of the landowner.

## OTHER POWERS

5.26 The DCO, if made, would confer on the Applicant other rights, and powers the exercise of which may result in an interference with property rights and private interests in land. These additional powers are summarised below and are subject to various conditions, as set out in the *draft DCO* (document reference 3.1) and explained in the *Explanatory Memorandum* (document reference 3.2):

5.27 Article 10 – Street works:

This article allows the Applicant to interfere with and execute works in or under any streets for the purposes of the authorised development.

5.28 Article 13 – Permanent stopping up of streets, rights of way and rights of access:

- this article enables the Applicant to permanently stop up specified streets.

5.29 Article 15 – Access to and from works:

- this article allows works the Applicant to create accesses to public highways.

5.30 Article 18 – Discharge of water:

- this article permits the Applicant to use any watercourse, public sewer or drain for the drainage of water in connection with the construction or maintenance of the authorised development, and its exercise is subject to certain conditions.

5.31 Article 20 – Authority to survey and investigate land:

- this article permits the Applicant to enter any of the land within the Order limits for the purposes of (amongst other things) surveys.

5.32 Article 33 – Statutory undertakers:

- this article allows the Applicant to acquire land, or rights over land, belonging to statutory undertakers in so far as it falls within the Order limits. Statutory undertakers receive the benefit of protective provisions in Schedule 11 to the DCO.

5.33 Article 41 – Felling or lopping of trees:

- this article allows the Applicant to fell or lop trees or shrubs within, or overhanging, the Order limits under certain circumstances. It also enables the Applicant to remove hedgerows within the Order limits.

5.34 All the above-mentioned articles in the DCO, which would provide powers enabling the Applicant to acquire land permanently or to use land temporarily, are required to enable the construction, operation and maintenance of the Proposed Development:

- a detailed explanation for each of the above-mentioned articles is set out in the *Explanatory Memorandum* (document reference 3.2).

## Section Six ◆ Justification for Powers of Compulsory Acquisition

### JUSTIFICATION FOR POWERS OF COMPULSORY ACQUISITION

- 6.1 As outlined in section 5 of this Statement, the Applicant is seeking a number of powers, including powers for the Applicant to compulsorily acquire all land and rights in land that are necessary to enable it to construct, operate and maintain the London Resort.
- 6.2 The development of the London Resort could not be achieved without the use of compulsory acquisition powers.

#### Conditions to be satisfied

- 6.3 Section 120 (3) of the 2008 Act provides that an order granting development consent may make provision relating to, or to matters ancillary to, the development for which consent is granted.
- 6.4 Schedule 5 to the 2008 Act contains a non-exhaustive list of the ancillary matters for which provision may be made. These include:
- 6.5 the acquisition of land, compulsorily or by agreement;
- 6.6 the creation, suspension, or extinguishment of, or interference with, interests in or rights over land (including rights of navigation over water), compulsorily or by agreement;
- 6.7 the abrogation or modification of agreements relating to land; and
- 6.8 the payment of compensation.
- 6.9 Section 122 of the 2008 Act provides that a DCO that includes compulsory acquisition powers may be granted only if the conditions in sections 122(2) and 122(3) of the 2008 Act are met.
- 6.10 The first condition (s.122(2)) requires one of three criteria to be met, as follows:
- 6.11 the land is required for the development to which the development consent relates; or
- 6.12 the land is required to facilitate or is incidental to that development; or
- 6.13 the land is replacement land to be given in exchange under section 131 or 132 of the 2008 Act.
- 6.14 The second condition (s.122(3)) is that there is a compelling case in the public interest for compulsory acquisition. This is dealt with in paragraphs 6.25 – 6.61 (inclusive) below.

- 6.15 Paragraphs 12 and 13 of the Guidance also identify that for the second condition to be met the Secretary of State will need to be persuaded that the public benefits that would be derived from the compulsory acquisition will outweigh the private loss that would be suffered by those whose land is to be acquired.
- 6.16 Paragraph 14 of the Guidance states that in determining where the balance of public interest lies, the Secretary of State will weigh up the public benefits that a scheme will bring against any private loss to those affected by compulsory acquisition.
- 6.17 The Guidance, at paragraphs 8-10 (inclusive), sets out the following general matters which a promoter of a proposed development must be able to demonstrate to the satisfaction of the Secretary of State so as to justify an order granting development consent:
- that all reasonable alternatives to compulsory acquisition (including modifications to the scheme) have been explored – this is dealt with in paragraphs 6.62 – 6.70 (inclusive) below;
  - that the proposed interest in the land is for a legitimate purpose and is necessary and proportionate – this is dealt with in paragraphs 6.71 – 6.76 (inclusive) below;
  - that it has a clear idea of how it intends to use the land which it is proposing to acquire – this is dealt with in paragraphs 6.77 – 6.80 (inclusive) and Appendix 1.0 to this Statement;
  - that there is a reasonable prospect of the requisite funds becoming available – this is dealt with in paragraphs 6.81 – 6.83 (inclusive) below and further funding information is set out in the *Funding Statement* (document reference 4.2); and
  - there is justification for interfering with the human rights of those with an interest in the land affected – this is dealt with in section 9 of this Statement.
- 6.18 The following paragraphs explain how the section 122 conditions are met in the case of the Proposed Development.

## THE LAND IS REQUIRED FOR THE DEVELOPMENT OF THE LONDON RESORT

- 6.19 The land over which the Applicant is applying for compulsory acquisition powers is required for the development of the London Resort or is required to facilitate or is incidental to it.
- 6.20 Section 4 of this Statement describes the Site required for the Proposed Development and its location. The *Planning Statement* (document reference 7.4) provides a full explanation and justification for the use of the Site.
- 6.21 Appendix 1.0 of this Statement is included to identify the particular requirement(s) for each plot of land that is proposed to be compulsorily acquired or used temporarily, by

connecting each of these plots to specific works as described in Schedule 1 to the *draft DCO* (document reference 3.1).

- 6.22 As is required and appropriate for any NSIP of this nature and scale, the Order Limits have been set to allow sufficient flexibility to enable the final detailed design of the London Resort Project to be optimal, and the parameters of the Environmental Impact Assessment have been set accordingly. However, the Applicant has included no more land within the Order Limits than is required for the construction, operation and maintenance of the London Resort and it is satisfied that the Proposed Development can be so developed within the Order Limits.
- 6.23 The Applicant's proposed use of compulsory acquisition powers is intended to be proportionate. Where reasonably practicable, the Applicant will exercise the lesser powers of temporary possession to construct the Proposed Development and then, once the development has been constructed, exercise the powers of compulsory acquisition to permanently acquire only the land on which the relevant element of the Proposed Development has been constructed.
- 6.24 The limits within which the highway works may be constructed have been defined on the *Work Plans* (document reference 2.5) to incorporate sufficient land to allow for the final detailed design to be determined, but no more land than necessary has been included within the Order Limits. This approach ensures that the detailed design of roads can meet the relevant design standards, including for surface water drainage. The land included in the Order Limits includes the full extent of the area where works may be undertaken. However, in practice only the land needed for the highway works would be acquired.

## COMPELLING CASE IN THE PUBLIC INTEREST

- 6.25 The London Resort would deliver substantial public interest benefits at the local, regional, and national level. The scale of the national, regional, and local public benefits outweighs adverse impacts on the interests of those who would be affected by the proposed use of compulsory acquisition powers. Appropriate compensation would be available to those entitled to claim it under the relevant provisions of the national Compensation Code, with the Applicant also offering an additional enhanced offer (see section 7 of this Statement).
- 6.26 All reasonable alternatives to compulsory acquisition (including modifications to the Proposed Development) have been explored. The proposed interference with the rights of those with an interest in the land is for a legitimate purpose and is necessary and proportionate. The Applicant has a clear idea of how it intends to use the land which it is proposed to acquire.
- 6.27 There is a reasonable prospect that the requisite funds for the acquisition will become available and the purposes for which compulsory acquisition of land powers are included in the DCO are legitimate and are sufficient to justify interfering with the human rights of those with an interest in the land affected. An explanation of each of these considerations is set out within this Section of the Statement.

## Expected Public Benefits of the London Resort

6.28 The benefits accruing from the construction and operation of the London Resort would be substantial and they are summarised below. *The Planning Statement* (document reference 7.4), the ES (document reference book 6) and the Economic and Regeneration Statement (document reference 7.5) set out in greater detail how the London Resort would provide substantial environmental, social and economic benefits at the local, regional and national level. The expected benefits of the Proposed Development include:

### Economic Benefits

6.29 The *Economic and Regeneration Statement* (document reference 7.5) explains a variety of economic benefits that are anticipated to arise from the construction and operation of the Proposed Development.

6.30 First, constructing the London Resort will require a multi-billion-pound capital investment. It is anticipated that a decent percentage of this capital investment will be spent using companies active in the local area and region. It is anticipated that provisions relating to such local investment would be included within Section 106 planning obligations entered into with the relevant local authorities.

6.31 Although there is no National Policy Statement in respect of Nationally Significant Business or Commercial Projects, the Secretary of State stated in the Section 35 Direction dated 9 May 2014 that he considers ‘the proposal would be likely to have significant economic impact, be important in driving growth in the economy, and that it would have an impact on an area greater than a single local authority area. In this context, it is helpful to understand the national economic policy and context in which the Proposed Development sits, particularly following the impacts of the COVID-19 pandemic.

6.32 The London Resort will result in substantial direct and indirect employment benefits during construction and operation, including the creation of approximately 2,320 Full Time Equivalent (FTE) jobs during construction and 17,310 workers (11,215 FTEs) at maturity in 2038 upskilling the local workforce and adding to the local, regional and national economic, that weigh significantly in its favour. There are expected to be significant direct and indirect benefits attributed to temporary construction employment, operational employment, and supply chain. The *Outline Employment and Skills Strategy* (document reference 6.2.7.7) identifies the variety of sectors and employment opportunities that could be expected to complement the London Resort through wider businesses within the supply chain, which may include, for example, local businesses within the creative industry (entertainers, artists, performers, actors, designers, musicians etc.) and general supply chain and operational matters (florists, hoteliers, security firms, catering etc.) in accordance with part e). In accordance with part f), the construction of the London Resort will generate significant employment opportunities for a number of years, providing an important basis for training and skill development in the field. The *Outline Employment and Skills Strategy* (document reference 6.2.7.7) discusses the anticipated construction workforce in greater detail.

- 6.33 Based on the Gross Value Added (GVA) per head in the Kent Thames Gateway area and the wider South East, it is estimated that existing employment across the Project Site currently generates approximately £50m in GVA. The increased direct economic activity associated with the London Resort would generate approximately £245m of additional GVA in 2025 (the first full year of Gate One being open), rising to £520m in 2038 (maturity). The delivery of the London Resort is therefore considered to offer significant uplift to the GVA from the Project Site over the existing baseline position, helping demonstrate the public interest in facilitating the displacement of existing businesses from the Project Site.
- 6.34 By comparing national statistics on GVA in the years 1997 to 2017 with public sector receipts in each year it can be estimated that tax revenues typically account for between 30% and 40% of GVA. Based on this, and the direct GVA derived above, it is estimated that the London Resort is expected to result in additional tax revenues of between £150m and £200m each year by 2038.
- 6.35 It is envisaged that the Proposed Development, as a tourism destination, will attract a large number of visitors from overseas resulting in increased economic activity within the immediate area and also indirect expenditure, benefitting businesses in the local and the wider South East region. It is also anticipated that the London Resort will encourage overseas visitors to spend longer in the UK, which will create further economic benefit.
- 6.36 It will help strengthen Britain’s overall attractiveness as a tourism destination among those who have not yet visited Britain; Encourage prior visitors to return;
- 6.37 The London Resort will result in the redevelopment of significant areas of previously developed (brownfield) land and a key redevelopment site that has been identified within development plan documents for many years.
- 6.38 The London Resort site lies within the larger regeneration area of the Thames Estuary. The Thames Estuary is an area in the South East of England stretching from east London, through north Kent and south Essex and is home to 3.6m people. The Thames Estuary 2050 Growth Commission identified that the area has significant strengths including proximity to London, international trade via its ports, strong universities, further education and research institutions and available land to deliver high quality homes. Yet, despite its advantages, the Estuary is underperforming across a range of economic and social indicators.
- 6.39 It is estimated within the *Economic and Regeneration Statement* (document reference 7.5) that the construction workforce will spend up to £6.4m in the local area each year during the construction of Gate One and up to £2.2m for Gate Two; a significant local economic contribution. This is based upon the large number of construction workers, many of whom who will be living ‘away from home’ and living in temporary construction workforce accommodation (as discussed within the *Construction Workforce Accommodation Strategy* (document reference 6.2.7.8)).



## Environmental Benefits

- 6.40 The Proposed Development could by agreement deliver significant ecological enhancements across the Swanscombe Peninsula and in addition to comprehensive plans to mitigate and compensate offsite at scale resulting in ‘Biodiversity Net Gain’ (BNG), whilst noting at the time of the submission there was no requirement for NSIPs to provide a BNG. Notwithstanding that some potential residual ecological effects are identified by the ES (document reference book 6) it is considered that the Proposed Development would deliver an overall BNG via the creation of an off-site biodiversity offsetting scheme involving the creation of new wetland habitat, including floodplain grazing marsh, ditches, reed beds, and delivery on-site of a suite of habitat creation and enhancement measures to create/maintain a mosaic of habitats as currently present on site, along with their long term management and maintenance.
- 6.41 The delivery of up to 500 dwellings (with a capacity of 2,000 occupiers) to be used as staff accommodation during operation would result in environmental benefits by eliminating the need for those users to use cars / public transport to travel to / from work. The provision of staff accommodation will also assist the transport strategy of the Resort, by removing the need for peak time commuting by the staff who chose to reside in the accommodation as their place of employment will be within a short walking distance from their accommodation. This helps remove commuting journeys (and their environmental impacts) from the local road network.
- 6.42 A large proportion of the Swanscombe Peninsula landscape will remain undeveloped or subject to enhancement (by agreement), providing considerable biodiversity, landscape, and access improvements. The delivery of the Resort could also be a driving force in interrupting the current ecological succession to maintain open mosaic habitat on the Swanscombe Peninsula as well as grassland and scrub. Without the Proposed Development, intervention to better maintain the marshes is less certain.
- 6.43 A comprehensive *Landscape Strategy* (document reference 6.2.11.7) has been established, informing the Illustrative Landscape Plans (document reference 2.20). The Landscape Strategy sets out the principles of what will be achieved through the Proposed Development, with detailed arrangements to be secured through detailed design stage and requirements that form part of the DCO. The proposed landscape of the Resort and its environs proposed under the DCO is considered high quality, responding to not only the constraints but also identifying opportunities for betterment across accessibility and public facilities
- 6.44 A *Sustainability Statement* (document reference 7.7) accompanies the application. The document seeks to demonstrate how LRCH’s vision to create a world-class entertainment resort founded on sustainable and low carbon principles will be implemented, setting out the London Resort’s commitments and aspirations within the sustainability policy context.
- 6.45 The use of a heat pump-based system to meet more than 90% of the Resort’s heating demands will lead to significant carbon reductions when compared to a scenario where only gas boilers are used for heating.

- 6.46 Management of contaminated land – the Proposed Development will stabilise and provide a suitable, safe land use from which to maximise the benefits of an otherwise heavily contaminated site.

### Social Benefits

- 6.47 The delivery of a major mixed-use scheme, such as the London Resort, is anticipated to be a key driver in delivering this step-change to a long-standing regeneration site that forms an important part of the Thames Gateway regeneration area. As this Statement and other supporting documents demonstrate, the potential economic dividends to be derived from the Proposed Development, both directly and indirectly, are substantial and of national significance. The Site is surrounded by some of the most deprived parts of England with relatively high levels of unemployment, so a major development that creates a substantial number of construction and operational jobs is expected to be a substantial benefit to the local communities.
- 6.48 The construction and operation of the London Resort is expected to generate significant opportunities for local people to gain employment, upskill, and further their professional development. The jobs will vary in terms of the industry sector, the level of skills and experience required, the number of hours required and seasonality. The Applicant is committed to ensuring that local residents benefit from these opportunities, addressing key socio-economic issues which they currently face.
- 6.49 The *Outline Employment and Skills Strategy* (document reference 6.2.7.7) provides greater detail in respect of the predicted social and employment benefits that are anticipated to be created from the construction and operation of the Proposed Development. The four key properties of the Strategy are: creating local employment opportunities; providing career paths; addressing skills gaps and promoting career choices through training and working with local schools, colleges, and universities; and celebrating diversity and inclusion.
- 6.50 The Applicant is establishing an Employment and Skills Taskforce, which will be a group formed of consultation bodies to provide guidance on the development of the *Outline Employment and Skills Strategy* (document reference 6.2.7.7). The Taskforce has held preliminary meetings and will continue to bring together schools, colleges, and higher education providers in a series of workshops to continue to inform the education proposals found within the Outline Employment and Skills Strategy.
- 6.51 The London Resort Academy which will be capable of providing on-going training to allow employees to progress their skills, experience, and expertise.
- 6.52 The Applicant will commit to making the on-site worker accommodation 100% affordable with regular reviews to ensure that affordability is maintained.
- 6.53 The London Resort will integrate local public rights of way and a green network, with improved access to the River Thames for visitors and local communities, showcasing the natural features by integrating them into the designs. Overall, the *Illustrative Masterplan*

(document reference 2.21) seeks to establish a positive relationship with the marshes, improving public access so they can be celebrated more than is currently the case while sensitively and appropriately responding to ecological and conservation needs.

### Expected Adverse Impacts of the London Resort

- 6.54 The London Resort requires land in specific locations to be used during construction or operation or to mitigate the adverse impacts of the Resort. The Applicant has sought, and will continue to seek, to acquire the required land privately where reasonably possible and negotiations are ongoing.
- 6.55 However, in order to deliver the substantial benefits of the London Resort the Applicant requires the use of compulsory acquisition powers. This will result in a private loss by those persons / companies, known collectively as persons with an interest in land (PILs) whose land or interests in land is compulsorily acquired. Appropriate compensation will be available to those entitled to claim it under the relevant provisions of the Compensation Code; this private loss being met as landowners or occupiers will be compensated for that loss. In addition, following engagement over a number of years with (PILs), including the Peninsula Management Group, LRCH has formulated an enhanced offer, the London Resort Premium, where in addition to Market Value and Disturbance as calculated in accordance with the Compensation Code a 30% uplift is also paid on the claim. Further details of this generous policy are set out at Section 7 of this Statement.
- 6.56 The Applicant has taken pro-active steps to engage with these PILs through formal consultation and informal engagement to understand the direct and indirect impacts on them. The engagement undertaken to date with persons interested in land is described further in section 7 of this Statement. Section 7 of this Statement sets out a summary of the discussions with landowners that have taken place to date.
- 6.57 All relevant environmental, social and economic benefits and adverse impacts have been assessed and are reported on in the Application documents, in particular the ES (document reference: Book 6) which presents the assessment of likely environmental effects that may occur as a result of the construction, operation and maintenance of the London Resort. ES Chapter 22 – *Conclusion and mitigation commitments* (document reference 6.1.12) identifies the proposed environmental mitigation measures to reduce certain likely significant environmental effects of the London Resort, with such mitigation being secured pursuant to DCO requirements or via legal agreements. Good progress has been made by the Applicant in its negotiations to secure land for environmental mitigation, having recently exchanged option agreements to acquire a significant proportion of the land required.
- 6.58 Whilst it is inevitable that the London Resort in its entirety would, like most nationally significant infrastructure projects, result in some adverse environmental and community effects, it is considered that such adverse effects would not outweigh the substantial benefits of a nationally significant leisure resort such as substantial job creation,

investment in the local, regional and national economy, the ability to attract international tourists and the provision of skills for the local workforce.

### The Balance of Public Benefits and the Private Loss that would be suffered

- 6.59 The London Resort, as a world class leisure and entertainment resort, tourist attraction and regeneration project, would bring substantial economic benefits to the UK. In addition, the London Resort would create significant economic, social, and environmental benefits at the local and regional levels, including positive effects on skills, education, the labour market and supply chains during construction and operation. Delivering this project alongside the wider regeneration of the Thames Gateway would, individually and cumulatively with other projects, give rise to numerous legacy benefits in the local area.
- 6.60 However, compulsory acquisition powers are required to deliver the Proposed Development and for the benefits described to be realised. This would result in a private loss being suffered by persons whose land or interests in land are to be acquired. The Applicant has ensured that it has only included land for compulsory acquisition to the extent that it is necessary. Through formal and informal consultation dating back to 2014, the proposals and designs have evolved to minimise the direct and indirect effect on these persons where possible. Appropriate compensation would be available to those entitled to claim it under the relevant provisions of the national Compensation Code. Alternatively, if agreement is reached with affected parties, they may qualify for the London Resort Premium in respect of a private treaty acquisition preceded by an agreed option.
- 6.61 Accordingly, the substantial national, regional and local public benefits that would arise from the London Resort demonstrably and overwhelmingly outweigh the private loss that would be suffered by those whose land or interests in land is to be acquired to enable that to occur. A conclusion in respect of the compelling case is set out in the Section 10 of this Statement.

### REASONABLE ALTERNATIVES

- 6.62 The acquisition of land and interests in land is required to construct, operate, and maintain the London Resort. Accordingly, there is no alternative but to seek powers of compulsory acquisition in the DCO.
- 6.63 This sub-section provides a summary of the main alternatives considered by the Applicant. A more detailed description of the main alternatives is set out in the ES Chapter 4: *Project development and alternatives* (and its appendices) (document reference 6.1.4) and the *Planning Statement* (document reference 7.4).
- 6.64 At the start of the site selection process, the Applicant analysed the UK to identify the regional location of the project. A location in close proximity (within 100km) to London was selected because London is the most popular destination for international visitors; it offers numerous direct air and rail connections; is located conveniently with respect to

international ferry services; it is the hub of the national rail and road networks; and offers very high population (and therefore, potential visitor) density.

6.65 The following site selection criteria were then used to narrow down the site options:

- land use;
- proximity to and connectivity with central London;
- transport and accessibility;
- environmental constraints;
- planning constraints;
- regeneration and economic benefit; and
- micro-climate.

6.66 11 site options within South East England were assessed against the above criteria and the current Swanscombe site was selected on the basis of a highly favourable overall assessment and offering more advantages than the other sites.

6.67 The key advantages of the Project Site were, and are, considered to be:

- it centres upon (i.e. the Swanscombe Peninsula within the Kent Project Site) a large and largely unused brownfield site;
- the Swanscombe Peninsula has a broadly level terrain, large enough to accommodate a development of this scale;
- the Project Site is close to the edge of London but outside the metropolitan green belt;
- it lies only 1 kilometre north of Ebbsfleet International Station, which offers high speed train connections to and from London St Pancras International station with a journey time as low as 17 minutes and services to and from continental Europe. The Project Site is also in close proximity to the North Kent railway line, which provides suburban train services to and from London;
- there are a number of strategic highway routes in the locality of the Project Site (or which are proposed) including:
  - the A2(T), which passes 3 km to the south of the peninsula and provides a connection to Junction 2 of the M25 motorway to the west and onwards into London;
  - the Dartford Tunnels and Queen Elizabeth II Bridge crossings of the River Thames lie approximately 3 km to the west of the Swanscombe Peninsula;

- the location is directly adjacent to a navigable watercourse, to allow for the transportation of construction materials and visitors during the construction and operational phases (respectively) of the Proposed Development, and thereby significantly reducing vehicle movements during construction and operational phases; and
- the Project Site is adjacent to sites where significant local economic regeneration schemes are proposed, thereby offering a consolidated and complimentary approach to regeneration of the wider area.

6.68 Engagement and consultation on the project has taken place since 2014. There have been two stages of statutory pre-application consultation in 2015 and 2020. Targeted statutory consultation, informal non-statutory consultations and engagement has also taken place outside the statutory consultations.

6.69 As well as through responding to feedback through the consultation process, the design of the proposed development components has also evolved through an understanding of operational requirements, the planning policy context, consideration of the site constraints and development constraints and the outcomes of the environmental impact assessment process to avoid likely significant environmental effects where possible and, where this is not possible, to mitigate and manage any remaining effects. The *Design and Access Statement* (document reference 7.1) provides an explanation of how the design of the Proposed Development has evolved, with reference to certain constraints, during the extended pre-application phase.

6.70 The Applicant has considered all reasonable alternatives prior to submitting the DCO Application and such consideration has included reasonable factors at relevant stages, such as consultee comments, technical feasibility, geographical considerations and the minimisation of environmental effects and land acquisition.

## **THE PROPOSED INTEREST IN THE LAND IS FOR A LEGITIMATE PURPOSE, NECESSARY AND PROPORTIONATE**

### **Legitimate Purpose**

6.71 The proposed interference with the rights of those with an interest in the land is for a legitimate purpose because the Applicant requires the land for the construction, operation and maintenance of the London Resort and can satisfy the conditions set out in section 122(2) of the Act. As explained above at paragraphs 6.19 – 6.24 (inclusive), the Order Land is required for the development to which the DCO relates or is required to facilitate or is incidental to that development.

### **Necessity**

6.72 All the land included within the Order Limits is needed to achieve the identified purpose of delivering the London Resort. Appendix 1.0 of this Statement evidences why each plot is necessary for the construction, operation and / or maintenance of the Proposed

Development by connecting each plot to specific works as described in Schedule 1 to the draft DCO.

- 6.73 The scope of the powers of compulsory acquisition proposed in respect of the land within the Order Limits goes only so far as is necessary, and no further. Appendix 1.0 of this Statement identifies the powers being applied for in respect of each individual plot of land within the Order Land, thereby demonstrating that the land requirements assessment has been carried out on each plot. The Applicant has made every effort during the extended pre-application evolution of the proposals to ensure that the interference with the rights of those with an interest in the affected land is no more than is necessary. During the scheme evolution and pre-application phase the Applicant has undertaken:
- two rounds of statutory consultation (including with potentially affected landowners) and multiple rounds of informal consultation;
  - a site selection process including an assessment of alternatives; and
  - multiple modifications to the design and site layouts since 2014.
- 6.74 The Applicant has, and continues to make, reasonable attempts to acquire necessary land and rights by agreement. However, it must be acknowledged that it is not likely that this will be achieved without the use of compulsory acquisition powers. Section 7 explains the current status of negotiations with affected landowners.

### **Proportionality**

- 6.75 As explained above in paragraphs 6.19 – 6.24 (inclusive) the Applicant’s proposed use of compulsory acquisition powers is intended to be proportionate. Where practicable, the Applicant will exercise the lesser power of temporary possession to construct the Proposed Development and then, once the development has been constructed, exercise the powers of compulsory acquisition to permanently acquire only the land on which the development has been sited and which is required for ongoing maintenance.
- 6.76 Compensation is payable, in accordance with the Compensation Code, for the compulsory acquisition of land or rights and for loss or damage caused by the exercise of any power of temporary use of land. Any dispute in respect of the compensation payable is to be determined by the Lands Chamber of the Upper Tribunal. Landowners have the additional choice of accepting the London Resort Premium (see Section 7 below) in conjunction with agreeing an option for the acquisition of their land interests.

### **CLEAR IDEA OF INTENTIONS OF HOW LAND PROPOSED TO BE ACQUIRED WILL BE USED**

- 6.77 The Applicant has a clear idea of how the land is intended to be used. Section 2 of this Statement identifies the Proposed Development and use of the Order Land. Appendix 1.0 of this Statement sets out the particular purposes for which each plot of land is proposed to be compulsorily acquired or used temporarily.

- 6.78 The *Works Plans* (document reference 2.5) visually present how the land will be used. These areas reflect the current stage of design for the Proposed Development and provide some flexibility as to the precise location of the individual elements, as is standard and accepted for developments of this magnitude. The table in Appendix 1.0 of this Statement demonstrates, as suggested by Paragraph 9 of the Guidance, that the Applicant has ‘a clear idea of how [it intends] to use the land which [it proposes] to acquire.’
- 6.79 The Applicant has included within the Application Site no more land than is reasonably required for the purposes described in the table in Appendix 1.0 of this Statement, such that its proposed use of land, for the purpose of delivering the Proposed Development, is proportionate and justifiable.
- 6.80 Together with this Statement, the *Land Plans* (document reference 2.2), *Works Plans* (document reference 2.5), and the *Book of Reference* (document reference 4.3) evidence how and why the land included in the draft DCO is required and how such land would be used. In the case of each plot of land, the powers sought by the Applicant are necessary to deliver the London Resort and are proportionate to the degree of interference with any private rights.

#### AVAILABILITY OF FUNDS FOR COMPENSATION

- 6.81 The Guidance states that an applicant should be able to demonstrate that there is a ‘reasonable prospect’ of the requisite funds becoming available. The *Funding Statement* (document reference 4.2), which accompanies the Application, sets out how the Proposed Development would be funded and demonstrates that there is a reasonable prospect of the requisite funds being available both to pay any compensation arising from the exercise of the compulsory purchase and temporary use powers and, indeed, to construct the Proposed Development.
- 6.82 In brief, the Applicant has the ability to procure the financial resources necessary to fund the carrying out of the Proposed Development. These funds will meet the capital expenditure for:
- the cost of acquiring the land identified in the DCO; and
  - the cost of compensation otherwise payable in accordance with the DCO.
- 6.83 As a result, the Secretary of State can be assured that sufficient funding for payment of compensation.

#### PURPOSE FOR WHICH POWERS ARE SOUGHT

- 6.84 The Order Land is required for the purpose of the London Resort, which comprises the construction, operation and maintenance of an entertainment resort primarily on the Swanscombe Peninsula and also supporting development within Tilbury, and including



associated development required to facilitate its construction or operation, or to help mitigate its impacts.

- 6.85 To ensure that the project can be constructed, operated and maintained, and the significant economic, social and environmental public benefits achieved, the Applicant requires the acquisition of a number of property interests in third party ownership, and has therefore applied for the grant of powers to facilitate acquisition and/or creation of new rights and interests, and to extinguish rights over land.
- 6.86 On 9 May 2014 the Secretary of State issued a formal Direction under s35(1) of the 2008 Act and the Infrastructure Planning (Business or Commercial Projects) Regulations 2013 relating to world class resort and leisure entertainment district known as ‘London Paramount’ (as it then was), Swanscombe Peninsula and land to the south towards Ebbsfleet Station, Kent. Accordingly, pursuant to that provision the London Resort is to be treated as development for which development consent is required pursuant to the 2008 Act.
- 6.87 The Secretary of State considered that the proposal would be likely to have significant economic impact, be important in driving growth in the economy, and that it would have an impact on an area wider than a single local authority area. The Secretary of State also identified that the substantial physical size of the proposal was relevant to his decision that the project is on national significance. The Secretary of State indicated the project would benefit from the ‘single authorisation’ process offered by the NSIP regime.
- 6.88 In addition to developing the core leisure and tourism uses itself, the Applicant is applying for consent for certain associated development. All of the associated development the Applicant is proposing is considered necessary to support the construction or operation of the London Resort or to help to mitigate its impacts and is therefore associated development for the purposes of section 115 of the 2008 Act.
- 6.89 Proposed associated development is consistent with the principles set out in the associated development guidance produced for applications for development consent for major infrastructure projects:
- there is a direct relationship between each proposed associated development and the core tourism and leisure uses. Each element of development supports the construction or operation of the London Resort, or helps to address its impacts;
  - none of the proposed associated development is an aim in itself and it is all subordinate to the core tourism and leisure uses;
  - none of the proposed associated development is only necessary as an additional source of revenue for the Applicant; and
  - the proposed associated development is proportionate to the nature and scale of the core tourism and leisure uses.

- 6.90 The associated development and how it supports the construction or operation of the core tourism and leisure uses or helps address their impacts is described in section 2 of this Statement and the *Planning Statement* (document reference 7.4).
- 6.91 The Applicant is seeking to acquire the land necessary for the Proposed Development by agreement. Section 7 of this Statement explains the status of negotiations with owners of principal areas of the Order Limits. However, the Applicant is applying for powers of compulsory acquisition or temporary possession over the Order Land in order to ensure that land assembly and title to it can be secured with certainty. In addition, there may be unknown rights, restrictions, easements, or servitudes affecting that land which also need to be overridden, removed and/or extinguished in order to facilitate the construction, operation and maintenance of the London Resort.
- 6.92 Appendix 1.0 of this Statement lists the land parcels and rights to be acquired (as shown on the *Land Plans* (document reference 2.2)), as well as the works which will take place in each parcel and the purpose for which the interests or rights are being acquired.
- 6.93 In the absence of powers of compulsory acquisition, it might not be possible to assemble all of the Order Land, uncertainty will continue to prevail and the Applicant considers that its objectives and the significant public benefits arising from the Proposed Development would not be achieved.
- 6.94 The land over which the Applicant is seeking a power to acquire rights only is shown shaded green on the *Land Plans* (document reference 4.2). Article 28 of the draft DCO is relied upon in this respect. At Appendix 1.0 of this Statement, the Applicant has identified the purpose for which this land is required by connecting each of these plots to specific works as described in Schedule 1 to the *draft DCO* (document reference 3.1).
- 6.95 The rights sought in respect of each plot which is subject to the power in Article 28 are described in Schedule 7 to the *draft DCO* (document reference 3.1). In summary the rights consist of a right for the Applicant and all persons authorised on its behalf to use and maintain the access roads serving the Facility. The Applicant will acquire rights to enter, remain upon, pass and re-pass, on foot, with or without vehicles, plant, and machinery over these specific plots. The Applicant also takes the right to impose restrictive covenants over such land in order to protect the roads (which will remain in the ownership of a third party). Such rights are proportionate and no more than reasonably required by the Proposed Development.
- 6.96 The land over which the Applicant is seeking a power to take temporary possession for the purposes of constructing the works authorised by the *draft DCO* is shown shaded blue on the *Land Plans* (document reference 4.2). Article 35 of the *draft DCO* is relied upon in this respect. At Appendix 1.0 of this Statement, the Applicant has identified the purpose for which this land is required by connecting each of these plots to specific works as described in Schedule 1 to the *draft DCO* (document reference 3.1).
- 6.97 As noted in section 4 of this Statement, the power of temporary possession in Article 35 also provides a power for the Applicant to take possession of any other land included

within the Order limits (i.e. land to which powers of compulsory acquisition, or powers to acquire rights, apply), provided that the Applicant has not already made a declaration to vest the land in itself or to enter the land following a notice of entry in advance of acquisition. This provision may enable the Applicant, if necessary, to initially take temporary possession of the Application Site for the purposes of constructing the works, and subsequently acquire land/rights over a more limited width of the land (in case of possible reduced land requirements following detailed design).

## Section Seven ◆ Approach to Acquisition, Land Referencing and Engagement

### APPROACH TO NEGOTIATION AND ACQUISITION

- 7.1 LRCH's acquisition strategy has been informed by the Guidance, which states that promoters should seek to acquire land by agreement wherever practicable. However, it recognises that where, as is the case for the Applicant, several separate plots of land need to be acquired, it is not always practicable to acquire each plot of land by agreement. The Guidance explains that where that is the case, it is reasonable to seek powers of compulsory acquisition covering all of the land required at the outset (paragraph 25).
- 7.2 The Applicant seeks compulsory powers to acquire land and rights in land under the DCO from the various landowners, notwithstanding that it is anticipated that voluntary agreements / options for purchase of land and/or the grant of rights may have, or will be, entered into, as:
- compulsory acquisition by general vesting declaration (GVD) is effective against all interests in the land. This permits the Applicant to supersede existing third-party interests within the land that are not readily acquirable;
  - the GVD is effective even against unknown interests. This approach therefore avoids the risk of a failure to disclose a relevant interest and ensures that if an unknown or unregistered owner later asserts an interest in the land which the Applicant believes it owns, the Applicant will not need to take further steps to clear the title; and
  - this approach protects the Applicant's ability to carry out its proposals should the voluntary agreements fail or be defective. It also covers instances where a person with an interest in land is unwilling to, or cannot, grant the relevant land interest or right at the time when the option is exercised.
- 7.3 During the lengthy pre-application process for the project the Applicant has consulted widely and for an extended duration with landowners, tenants, and those with an interest in land as listed in the *Book of Reference* (Document Reference 4.3).
- 7.4 The Applicant is committed to seeking to acquire all interests in land necessary for the Proposed Development through private agreement with landowners and is continuing to negotiate in pursuit of that objective. The Applicant is aiming to acquire all of the land required for the Proposed Development by way of voluntary agreements prior to the grant of the DCO. However, in the event that negotiations with particular landowners or statutory undertakers are unsuccessful, the Applicant requires the power to compulsorily acquire any remaining interests in order to deliver the London Resort and to allow the substantial public benefits of the Proposed Development to be realised.

### Details of Consultation and Engagement with Landowners

- 7.5 In 2015 Savills was instructed to advise the Applicant on land assembly for the London Resort, amongst other matters. At that point in time JLL had already surveyed the site, identified, and met with many of the owners and occupiers likely to be affected by the proposals and had prepared an initial property cost estimate. In 2014 the Applicant appointed land referencers to carry out a non-contact and contact land referencing prior to preparing a book of reference to identify all those parties with a land interest within the draft order limits at that time.
- 7.6 On 23 December 2014 the Applicant entered into an Option Agreement with Lafarge Tarmac for the acquisition of 157ha of land on the Swanscombe Peninsula and access rights across Northfleet Landfill. The agreement was subsequently assigned to Swanscombe Development LLP (a JV between Anglo American plc and Lafarge Holcim (t/a Aggregate Industries in the UK)) following the sale of Lafarge Tarmac in 2015. This option agreement has subsequently been extended.
- 7.7 On 30 October 2020 the Applicant entered into a nomination agreement with Ebbsfleet Investment GP Ltd (EIGP) (a joint venture between Land Securities and Swanscombe Development LLP). This secures the rights for the Applicant to become nominated purchaser of the Call Option Agreement dated 15 November 2019 entered into by the Ebbsfleet Development Corporation (EDC) and EIGP following the EDC's acquisition of land interests around Ebbsfleet Central from EIGP. This Call Option Agreement secures the property rights to construct, operate, and maintain the Resort Access Road and transport terminal adjacent to Ebbsfleet International Station on land owned by the EDC. At present, the Applicant has either acquired or has the benefit of options covering approximately 50% of the Order limits.
- 7.8 Throughout 2015 and 2016 the Applicant's property advisors met with many of the 'persons with an interest in land' (PILs), both individually and as a group (some of the businesses potentially affected by the Proposed Development joined together to form the Peninsula Management Group (PMG). More detailed discussions were held with the PMG at meetings held on 4 July 2016 and 13 September 2016 to identify the particular areas of concern for the businesses / owners. Keith Murray Consultants Ltd (KMC) was appointed by the PMG to represent the group during these discussions, and the Applicant funded that arrangement.
- 7.9 On 24 November 2016 Savills and KMC met with Paul Spooner (CEO of EDC) to discuss the potential for future industrial development opportunities.
- 7.10 Discussions with the PILs / PMG continued into 2017 during which the Applicant proposed a compensation approach whereby a settlement of compensation would be agreed ahead of acquisition and secured by way of an option agreement. On 14 March 2017 a meeting was held with the PMG to explain a proposed 'enhanced offer'.
- 7.11 On 3 April 2017 the Applicant distributed by hand to businesses within the order limits enclosing a Property Information Paper (Appendix 2.0). In addition to explaining the

Applicant’s proposed approach to land acquisition, the Information Paper recommended that claimants seek advice from property specialists and that the Applicant would agree a basis for the reimbursement of such costs. On 13 April 2017 the Applicant’s proposed acquisition and compensation approach was presented to PILs during a meeting at Ebbsfleet United Football Club.

7.12 Summary details of further communications with the PMG:

- 12 May 2017 and 13 June 2017 – Meetings between Savills and the PMG held at the Dartford Hilton Hotel to discuss the Applicant’s approach to enhanced compensation, explained by reference to a worked example and with a Q&A session;
- 27 July, 21 September, and 19 October 2017 - Meetings between Savills, the PMG and a wider landowner group held at Ebbsfleet United FC Social Club to discuss the Applicant’s approach to enhanced compensation explained by reference to a worked example and with a Q&A session;
- 28 November 2017 – meeting between Savills and the PMG to obtain support for the applicant’s approach. Further, several emails were exchanged between Savills and the PMG during 2017 relating to queries and clarifications in respect of the Applicant’s acquisition proposals;
- 7 February 2018 – Savills and PMG met, and Savills circulated draft heads of terms for an Option Agreement and an issues spreadsheet was created to facilitate the discussion of issues and record the Applicant’s responses to the PMG’s queries and comments; and
- the period from mid-2018 until spring 2019 was used to reevaluate the project and make certain scheme changes. Around the end of that revaluation period the Applicant’s CEO, PY Gerbeau, was appointed. The review completed by M. Gerbeau led to the addition of the Kent Project Site to the Proposed Development.

7.13 During 2020 the Applicant / Savills has engaged in further dialogue with various landowners and occupiers within the Order Limits and a number have now instructed compulsory acquisition specialists to act for them (with reasonable advisor costs being met by the Applicant). The Applicant (via Savills) is now in dialogue with a number of ‘compulsory acquisition’ agents acting on behalf of PILs; Savills has confirmed fee undertaking arrangements with many of those agents and is seeking to agree undertakings with the remaining agents once they have set out their fee basis for LRCH to approve.

7.14 In May 2020, the Applicant issued a *Briefing for Advisors Representing Claimants* alongside an updated property information paper *Land acquisition, property compensation and the London Resort Premium* (see Appendix 3.0) providing more details of the enhanced proposal to be secured by the grant of an Option. An updated *Briefing for Advisors Representing Claimants* (see Appendix 4.0) was issued on 20 November 2020 providing information in relation to statutory blight. During the most recent round of statutory consultation (running from 27 July and 21 September 2020) a series of five Land Webinars

were held (further details of which are set out in the *Consultation Report* (document reference 5.1)) to provide detailed information to PILs in relation to the Applicant's proposals for the Order limits and its approach to land acquisition, and each session included a 'Question and Answer' element allowing attendees to raise queries and for the Applicant's consultant team to provide live responses.

- 7.15 In December 2020, the Applicant wrote to every owner and occupier identified as being within the Order Limits to advise that the DCO application was due to be submitted to PINS later that month. The letter reconfirmed the offer to engage about the project and restating the details of the enhanced compensation offer, including the reimbursement of fees incurred in engaging with LRCH.
- 7.16 During 2020 there was some understandable hesitancy by PILs to engage with the Applicant on land acquisition matters and discussions. This hesitancy may have been as a result of the project reappraisal in 2018-2019 (during which discussions with PILs were paused). Since the Application has been submitted, the Applicant and its advisors have had increased levels of engagement with PILs. Agreement has been reached with over 40 PILs, comprising a mix of freehold investment owners, owner-occupiers and lessees, for the reimbursement of professional fees incurred in engaging with the Applicant in private treaty negotiations. Site visits and meetings (in person and virtual) have taken place with affected parties and their agents, and a number of PILs have now submitted their proposals to the Applicant for the London Resort Enhanced Compensation offer (referred to below). Heads of terms for Options to Acquire are expected to be settled with several parties shortly and to thereafter proceed to legal agreements. This engagement will continue throughout the examination of the DCO Application and should result in the Applicant being able to secure the overwhelming majority of land within the Order limits under option.
- 7.17 A more comprehensive description of the steps taken to consult with PILS is set out within the *Consultation Report* (document reference 5.1).

### **London Resort Enhanced Compensation and Option to Acquire**

- 7.18 The Applicant is committing to offer an enhanced level of compensation to PILs by replacing Basic and Occupiers Loss (which is capped at £75,000 and £25,000, respectively, and only applicable in limited circumstances) with a 30% uplift on the whole compensation claim, capped at £500,000. To provide further comfort we have offered to engage with claimants without delay and to include a contribution to legal and surveyors' charges incurred as part of presenting and agreeing their claim. Further details are set out in the *Briefing for Advisors Representing Claimants* (Appendix 3.0).
- 7.19 As it is the Applicant's intention to agree terms a long time before the grant of powers of compulsory acquisition the objective is to secure landowner agreements via options. The Option commits LRCH to the numbers agreed but leaves the claimant able to withdraw and submit a claim in the conventional way where they consider that during the period of time between agreeing compensation amounts, at a level significantly above the

entitlement to compensation for compulsory acquisition, that circumstances have changed to the point that they would be better served by the Compensation Code.

- 7.20 The total amount of compensation agreed would be secured by an option with a 3-year duration for which a licence fee would be paid. The option would be extendable for a further period upon payment of a second option fee. The duration of the option was selected to ensure that it exceeded the life of a power to acquire the land by compulsory acquisition and so avoid the ability to pay the lower amount by falling back onto the power of compulsory acquisition.

### IDENTIFYING PERSONS WITH AN INTEREST IN THE ORDER LAND

- 7.21 Under section 44 of the 2008 Act, there are three categories of persons who must be consulted by the applicant at the pre-application stage under section 42(1)(d):

- **Category 1:** those persons who the applicant, after making diligent inquiry, knows are owners, lessees, tenants, or occupiers of the land;
- **Category 2:** those persons who the applicant, after making diligent inquiry, knows are interested in the land or have the power to sell and convey the land or to release the land;
- **Category 3:** those persons who the applicant thinks that, if the order sought by the proposed Application were to be made and fully implemented, would or might be entitled as a result of the implementation of the order to make a relevant claim (as defined under section 44(4) and (6)) arising out of the proposed Application.

- 7.22 Consultation and engagement with landowners and occupiers has been ongoing throughout the development of the proposals since 2015. The Applicant appointed land referencers, Land Referencing Services (LRS), to complete a diligent inquiry process on its behalf to identify the above categories of persons, as relevant persons with an interest in land in order to prepare the *Book of Reference* (document reference 4.3) where all persons with an interest in land are listed. LRS is a leading provider of land referencing services and has acted in that role on numerous major infrastructure and development projects. For all plots the Applicant has sought to obtain details of the relevant interests in land and served notices under section 42 of the Planning Act 2008 on owners, lessees, tenants and occupiers as well as those holders of rights over land it has identified. Land referencing has been undertaken throughout the pre-application period to ensure any changes in ownership or new interests have been identified, consulted and been subject to engagement.

- 7.23 The process set out below was followed to identify persons with an interest in land for all stages of consultation and informal engagement and to prepare the *Book of Reference* (document reference 4.3). Further information on the land referencing process and a list of s42 consultees can be found in the *Consultation Report* (document reference 5.1).



### Non-contact Referencing

- 7.24 Landowners and other interested parties were identified through title searches with the Land Registry. Land Registry data was received in the form of a digital shape file (a GIS layer) and digital copies of the Official Copy Registers and Title Plans were obtained and reviewed. All relevant freehold and leasehold title information, together with the beneficiaries of relevant mortgages, charges, private rights, easements, and restrictive covenants were identified within the Land Referencing Limits and stored in a land referencing database.
- 7.25 Updates were requested from Land Registry on a regular basis, ensuring updates were received ahead of key milestones and this ensured that any changes that occurred prior to Section 42 consultation, and again before the submission of the Book of Reference, were captured, with further consultation undertaken where new interests were revealed, until two months before the submission of the application. Updates will continue to be sought and any amendments to the Book of Reference that are revealed will be recorded and notified at the Section 56 notification stage following acceptance of the Application.
- 7.26 Additional desktop activities were undertaken to confirm, verify and further investigate interests in land. For example, Companies House searches were undertaken to ensure registered companies' details were verified and the registered office was appropriate for the service of notices and other correspondence. Online data sources were also investigated to identify further potential occupiers and interests. Where occupiers were unconfirmed, "The Occupier" of that address was added to the database to ensure the property was contacted in order to confirm interests and they received notification of the consultation.
- 7.27 A further desktop referencing exercise was undertaken in February and March 2022 to confirm the details of any persons with an interest in land who had been identified as part of the contact referencing undertaking during the autumn of 2021 (see paragraph 7.32 below), and also to check for any changes in ownership or occupation of the land that may have occurred since the Application was made. This additional referencing exercise included updated Land Registry title searches in respect of the Order land. Where any new parties were identified as a result of either the updated contact referencing or the Land Registry enquiries, additional desktop referencing activities were undertaken to validate name and address details. As a result of this process, the Book of Reference has been updated (document 4.1), which was submitted on 15 March 2022, together with a tracked change version (document 4.1 (tracked)) to show the amendments that have been made since February 2021.

### Contact Referencing

- 7.28 In addition to the desktop referencing detailed above, formal land referencing questionnaires (requesting clarity on land ownership and details of other persons with an interest in the land) were issued to all identified affected parties within the Order Limits and the 'wider referencing zone' (identifying Category 3 interests) in Summer 2020.

Further formal land referencing questionnaires were issued to all identified potentially affected parties to confirm and fully understand their interests as they became known to the land referencing team.

- 7.29 In Summer 2020, further letters were sent to potential statutory utilities/undertakers, that were believed to possibly hold an interest in the area, to determine their interests. Site visits and follow up enquiries were undertaken to chase the completion of these questionnaires and confirm the validity of information held. To further confirm the accuracy of information held, a round of formal confirmation of interest questionnaires was sent in Summer 2020 to all identified affected parties within the Order limits and the 'wider referencing zone'. Another round of formal confirmation requests were issued in October 2020 to ascertain the currency and accuracy of information held prior to the submission of the *Book of Reference* (document reference 4.3).
- 7.30 In the case of unregistered land, where information could not be obtained from HM Land Registry and other referencing processes, site notices were affixed on or adjacent to the land inviting persons with an interest in this land to come forward. Site notices were checked and replaced as necessary.
- 7.31 The combination of the above land referencing activities produced a list of interests for the 2020 round of statutory consultation under the 2008 Act, which commenced in July 2020. As any new interests were identified they were included in subsequent targeted Section 42 consultation.
- 7.32 Further site visits were undertaken in September of 2021 after the relaxation of certain Covid-19 restrictions, during which visits onsite enquiries were made in order to ascertain, where possible any changes to the persons with an interest in land. Where new interests were identified, an updated desktop referencing exercise was undertaken in order to validate name and address details (see paragraph 7.27 above).
- 7.33 Land referencing will continue to be undertaken following the submission of the Application and throughout the DCO process to ensure that any changes in ownership (and/or interests in land) are identified and to ensure that any new interests will be consulted and subject to engagement, as necessary.
- 7.34 There are certain plots identified in the *Book of Reference* (document reference 4.3) where it has not been possible to identify ownership. The statement "Unknown" is given in the Book of Reference when diligent inquiry has been exhausted and it has still not been possible to provide details.

### Identification of Category 3 Parties

- 7.35 Category 3 interests mainly relate to those whose land may be injuriously affected (i.e. its value would be diminished) as a result of the Proposed Development. The land itself does not need to necessarily be acquired in order for its owner to fall within Category 3. Section 10 of the CPA 1965 relates to parties whose land may be injuriously affected by the execution of works (i.e. construction). Part 1 of the Land Compensation Act 1973

relates to parties whose land may be affected by physical factors arising from the *use* of public works.

- 7.36 Category 3 persons were identified due to their proximity to the proposed construction activities and the likely impact on their interest in land as a result of the construction activities and physical impacts on completion of construction, such as noise and lighting. This was based on scheme proposals, construction activities and environmental information available at the point of statutory consultation. A conservative approach was taken to identifying these interests.
- 7.37 In order to identify potential Category 3 persons who may be entitled to make a claim pursuant to section 10 of the Compulsory Purchase Act 1965, a desk-based assessment was carried out to identify properties with a potential claim. In addition, site visits were used in order to assess properties for potential claims which were not identified from the desk-based assessment. Any land interests that might fall into this category are held by parties who also own interests in the principal Order Land required for the Proposed Development, and those parties are accordingly already scheduled in Part I of the Book of Reference.
- 7.38 In assessing potential claimants under Part I of the Land Compensation Act 1973, physical factors and the impact of the Proposed Development were considered, including proximity to the Order limits. According to the professional judgement of the environmental impact assessment team, noise is expected to result in a wider contour than other physical factors and was therefore selected as the basis for identifying those properties outside the Order Limits that might qualify for a claim for compensation.
- 7.39 The setting of the contour line has involved extensive 3D acoustic modelling covering the area within the Order Limits and a penumbra that extends several hundred meters outside of the Order Limits in many areas. That modelling is used to predict the impact of ‘switching on’ the sources of noise once the Resort is constructed. The switching on of road traffic noise is assessed separately from the switching on of Gate 1 and Gate 2 attractions and rides. The noise from attractions and rides takes into account the type of ride, the location on the site, the height of the ride and both ‘clanking mechanical noise’ and the sounds of people screaming. The impact of selecting different noise indices (L<sub>max</sub>, L<sub>Aeq</sub>, L<sub>10</sub> for example) for the assessment has been considered.
- 7.40 The models include: road and rail noise sources based on current and future traffic flows; the noise from attractions and rides based on survey data recorded at another similar development in Europe; the noise from fixed items of plant and infrastructure. The acoustic models have been calibrated using noise data collected at 20 separate locations around the site. The models include all sources of noise screening such as existing buildings and future buildings in the Resort itself.
- 7.41 In summary, the noise modelling produced noise contours at individual property facades where the effect of ‘switching on’ sources of noise could be evaluated. The contour line includes all residential properties where there is reasonable expectation that façade noise levels could increase by at least 1 dB due to the operation of the Resort. The test of

‘reasonable’ was based on predicted noise contours and professional judgement following a series of project team workshops where every individual property potentially affected was discussed in turn and comparisons made with noise conditions at neighbouring properties to establish the most appropriate position of the ‘blue line’ in each locality.

7.42 The Applicant’s land referencing team were provided with guidance from environmental specialists involved in the EIA noise assessment (ES chapter 15) (document No 6.1.15). This guidance was based on the likely significant effects arising from the Proposed Development. For example, the noise assessments had regard to information available at that time regarding:

- background noise levels; and
- distances to receptors.

7.43 Based on the above information, professional judgement was used to ascertain whether a person may have a relevant claim for compensation, based on a worst-case assessment. Following an assessment by the Applicant’s environmental consultants in conjunction with the land referencers, the parties which would or might be able to claim under Part 1 of the Land Compensation Act 1973 were included within in Part 2b of the *Book of Reference* (document reference 4.3).

### **S152(3) 2008 Act**

7.44 This section of the 2008 Act applies where there is any party whose land may be injuriously affected by the works that has been identified within Part I of the Book of Reference and the applicant is in discussions with a view to acquiring the rights in land that the applicant seeks.

7.45 Section 152(3) of the 2008 Act also has the effect of extending the obligations of Part 1 of the Land Compensation Act 1973 to pay compensation for the physical factors arising from the use of public works to statutory authorities who are the operators of works authorised by a Development Consent Order.

7.46 The Applicant has considered the results of the environmental impact assessment relative to the nature of the land that is subject to the application and surrounding land. The applicant does not consider there to be any likelihood of there being any depreciation in the value of any land interest as a result of physical factors arising from the use of the works beyond those land interests that are already identified in Part I of the *Book of Reference* (document reference 4.3) and with whom the applicant is in discussions.

## Section Eight ◆ Special Considerations Affecting Land

### CROWN LAND AND SPECIAL CATEGORY LAND

- 8.1 Section 135 of the 2008 Act provides protection for Crown Land against compulsory acquisition. Crown Land is not limited to land owned and managed by the Crown Estate. Section 227 of the 2008 Act defines ‘Crown Land’ as any land in which there is a Crown interest. A Crown interest includes, amongst others, an interest belonging to a government department or held in trust for Her Majesty for the purposes of a government department. The Proposed Development includes land where government departments own freehold and leasehold interests and have the benefit of charges, private rights, and easements. For the purposes of the 2008 Act all this land is categorised as Crown Land.
- 8.2 There is no open space, common land or fuel or field garden allotment included within or affected by the Order Land.
- 8.3 There is no National Trust land or other inalienable land within the Order Limits.

### STATUTORY UNDERTAKER LAND

- 8.4 The Applicant has identified various statutory undertakers which have an interest in land required for the London Resort or have, or may have, a right to keep equipment (in connection with their undertaking) on, in or over the land required for the London Resort. The Applicant and its advisors have also liaised with statutory undertakers through the process of issuing Request For Information forms (RFIs), chaser RFIs, follow up calls and s42 consultation. Through this process they have confirmed that they either do or do not have assets within the area affected by the Proposed Development. [The Applicant has engaged with these statutory undertakers and had regard to any feedback received and the location of any assets or equipment in the development evolution of the Proposed Development.
- 8.5 Where appropriate, those Undertakers who have confirmed that they have assets within the area have been issued with draft protective provisions, to protect their assets. Where statutory undertakers also hold an interest in land, the Applicant has also contacted them to understand the impacts upon their land.
- 8.6 Further details on the Applicant’s consultation with statutory undertakers is set out in the *Consultation Report* (document reference 5.1).
- 8.7 Section 127(3) of 2008 Act provides that a DCO may only authorise the compulsory acquisition of statutory undertaker land where a representation has been made by the statutory undertaker objecting to the acquisition if the Secretary of State is satisfied that:

- the land can be purchased and not replaced without serious detriment to the carrying on of the undertaking; or
- if purchased, the land can be replaced by other land belonging to, or available for acquisition by, the undertaker without serious detriment to the carrying on of the undertaking.

8.8 Section 127(6) of the 2008 Act provides that a DCO may only authorise the compulsory acquisition of rights over Statutory Undertaker land where a representation has been made by the Statutory Undertaker objecting to the acquisition if the Secretary of State is satisfied that:

- the rights can be acquired without any serious detriment to the carrying on of the undertaking; or
- any consequential detriment to the carrying on of the undertaking can be made good by the undertaker by using of other land belonging to or available for acquisition by the undertaker.

8.9 Adequate protection for the statutory undertakers has been or will be included within protective provisions in the DCO. The Applicant therefore considers that the statutory undertakers will not suffer serious detriment to the carrying on of the undertaking as a result of the compulsory acquisition of land or right over land or powers of temporary possession.

8.10 The DCO, if made, would authorise the compulsory acquisition of Statutory Undertaker's Interests (Category 2-3) comprised of the following plots as described in the *Book of Reference* (document reference 4.3) and as shown on the *Land plans* (document reference 2.3). The land in which Statutory Undertakers have an interest, for the purposes of carrying out their statutory undertaking is set out below:

**Table 8-1: Statutory Undertaker land/apparatus subject to powers of compulsory acquisition**

Statutory Undertaker	Type of Acquisition	Plot number
Highways England Company Limited	Permanent Acquisition of land	358, 364
	Acquisition of permanent rights and temporary possession	343, 344, 345, 348, 352, 353, 354, 361, 365, 368, 372, 373, 374, 375, 378, 379, 380, 381, 383, 384, 385, 386, 388, 389, 390, 391, 393, 394, 395, 396, 398, 400, 406, 407, 408, 410, 412, 413, 414, 415, 416, 417, 418, 419, 420, 423, 424, 447, 449, 452, 450, 451, 454, 458, 460, 461, 462, 463, 464

Statutory Undertaker	Type of Acquisition	Plot number
	Acquisition of permanent rights and temporary possession	416
	Permanent acquisition of land	59, 60, 63, 66, 73, 74, 88, 105, 108, 109, 110, 111, 113, 114, 115, 116, 117, 118, 122, 123, 124, 125, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 306, 311, 316, 317, 318, 358, 428
Central Electricity Authority	Permanent acquisition of rights with imposition of covenants	61, 62, 64, 65
Cadent Gas Limited	Temporary possession of land	245
	Acquisition of permanent rights and temporary possession	67, 67a, 68, 70, 71, 72, 321, 343, 344, 345, 353, 354, 373, 374, 375, 379, 380, 381, 383, 400, 407, 408, 422, 423, 424, 425, 426, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 447
	Permanent acquisition of land	30, 39, 48, 52, 53, 54, 56, 86, 103, 105, 136, 139, 170, 171, 179, 213, 214, 277, 278, 282, 292, 293, 297, 301, 306, 311, 316, 317
	Temporary possession of land	287, 299, 300, 303, 305, 312, 314, 326, 328, 334, 353, 368, 369, 370, 371, 372, 375, 378, 383, 389, 390
HS1 Limited	Acquisition of permanent rights and temporary possession	40, 287, 294, 295, 296, 298, 299, 300, 302, 303, 304, 305, 312, 313, 314, 320, 321, 326, 327, 328, 329, 334, 335, 369, 370, 371, 375, 390
	Permanent acquisition of subsoil / airspace and temporary possession	215, 323, 325
	Acquisition of permanent rights and temporary possession	381
	Acquisition of permanent rights and temporary possession	423, 424, 447
BP Oil UK Limited	Permanent acquisition of land	174
BT Group Plc	Permanent acquisition of land	261

Statutory Undertaker	Type of Acquisition	Plot number
London & Continental Railways Limited	Permanent acquisition of land	58, 59, 63, 66, 86, 105, 106, 110, 114, 116, 117, 118, 119, 120, 121, 132, 145, 149, 163, 164, 168, 178, 180, 193, 199, 266, 278, 282, 286, 291, 292, 293, 297, 301, 306, 307, 309, 310, 311, 316, 317, 318, 319, 330, 333, 336, 339, 340, 358, 359, 360
Mobile Broadband Network Limited	Permanent acquisition of rights with imposition of covenants	62, 64, 65
National Grid PLC	Acquisition of permanent rights and temporary possession	67, 69, 70, 71, 287, 288, 294, 295, 296, 298, 299, 300, 302, 303, 304, 305, 308, 312, 313, 314, 315, 320, 321, 326, 327, 328, 329, 332, 334, 335, 337, 338, 341, 342, 343, 344, 345, 346, 347, 348, 351, 354, 355, 356, 357, 369, 370, 371, 374, 375, 377, 378, 379, 381, 382, 383, 384, 385, 386, 387, 389, 390, 391, 392, 398, 399, 404, 408, 416, 420
	Permanent acquisition of subsoil / airspace and temporary possession	322, 323, 324, 325, 331
	Permanent acquisition of land	27, 31, 47, 49, 50, 51, 52, 57, 58, 59, 63, 78, 86, 158, 170, 179, 219, 221, 222, 243, 248, 250, 261, 262, 263, 265, 277, 278, 282, 286, 301, 306, 307, 309, 310, 330, 333, 336, 339, 340, 358, 359, 360, 364
	Permanent acquisition of rights with imposition of covenants	62, 64, 65
National Grid Electricity Transmission plc	Temporary possession of land	1, 6, 217, 218, 244, 245, 271
	Acquisition of permanent rights and temporary possession	3, 287, 288, 289, 299, 300, 302, 303, 305, 308, 312, 314, 326, 328, 332, 334, 337, 338, 341, 342, 343, 344, 345, 350, 351, 353, 354, 355, 356, 357, 361, 365, 366, 367, 369, 371, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 395, 396, 398, 400, 407, 408, 409, 412, 413



Statutory Undertaker	Type of Acquisition	Plot number
	Permanent acquisition of subsoil / airspace and temporary possession	215, 216, 249, 325, 331
	Permanent acquisition of land	279, 281
	Permanent acquisition of subsoil / airspace and temporary possession	280
Network Rail Infrastructure Limited	Permanent acquisition of land	261
	Acquisition of permanent rights and temporary possession	366
O2 (UK) Limited	Permanent acquisition of land	2, 4, 5, 7, 8, 9, 10, 11, 13, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 31, 33, 34, 35
Orange Personal Communications Services Limited	Temporary possession of land	1, 6, 16, 43
Port of London Authority	Acquisition of permanent rights and temporary possession	3, 36, 37, 40, 41
	Permanent acquisition of land	428, 429, 430, 444, 445, 446
	Acquisition of permanent rights and temporary possession	421, 423, 424, 425, 426, 427, 431, 432, 433, 435, 436, 437, 438, 439, 440, 441, 442, 443, 447, 448
Port of Tilbury London Limited	Permanent acquisition of land	31, 57, 58, 59, 63, 103, 120, 137, 146, 158, 172, 179, 260, 286, 291, 292, 293, 297, 306, 307, 316, 317, 318, 319, 330, 333, 336, 339, 340, 358, 359, 360
	Permanent acquisition of rights with imposition of covenants	62, 65
South Eastern Power Networks PLC	Acquisition of permanent rights and temporary possession	288, 289, 290, 294, 296, 298, 302, 303, 304, 305, 308, 312, 313, 314, 315, 320, 321, 327, 328, 329, 332, 335, 337, 338, 341, 342, 343, 344, 345, 354, 356, 357, 365, 373, 375, 376, 377, 378, 379, 381, 383, 384, 385, 386, 387, 388, 389, 390, 391, 395, 396, 398, 403, 404, 408, 409, 416, 417, 418, 420

Statutory Undertaker	Type of Acquisition	Plot number
	Permanent acquisition of subsoil / airspace and temporary possession	322, 323, 324, 331
	Permanent acquisition of land	59, 60, 63
	Permanent acquisition of rights with imposition of covenants	61, 62, 64, 65
Scotia Gas Networks Limited	Permanent acquisition of land	261
	Permanent acquisition of land	39, 47, 48, 52, 53, 54, 55, 56, 180, 243, 250, 311
T Mobile International UK Limited	Acquisition of permanent rights and temporary possession	40
EDF Energy Services Limited	Acquisition of permanent rights and temporary possession	45, 46
	Permanent acquisition of land	47, 48, 55, 86, 171, 213, 214, 219, 243, 250, 277, 278, 282, 301,
The Electricity Network Company Limited	Temporary possession of land	244
Thames Water Utilities Limited	Acquisition of permanent rights and temporary possession	287, 299, 300, 303, 305, 312, 314, 326, 328, 334, 369, 370, 371, 408
	Permanent acquisition of subsoil / airspace and temporary possession	325
	Permanent acquisition of land	47, 48, 55, 63, 243, 250, 428, 444, 445, 446
	Permanent acquisition of rights with imposition of covenants	62, 64
Port of London Authority	Acquisition of permanent rights and temporary possession	421, 423, 424, 425, 426, 427, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 447, 448, 450, 451, 452, 453, 463, 464
	Permanent acquisition of land	49, 51, 86, 220, 277, 278, 282, 301
	Acquisition of permanent rights and temporary possession	287, 299, 300, 302, 303, 305, 314, 326, 328, 334, 369, 370, 371, 384, 408

Statutory Undertaker	Type of Acquisition	Plot number
Southern Water Services Limited	Permanent acquisition of subsoil / airspace and temporary possession	325
	Permanent acquisition of land	59, 63, 66
	Permanent acquisition of rights with imposition of covenants	62, 64, 65
British Gas PLC	Acquisition of permanent rights and temporary possession	67, 384
	Permanent acquisition of land	6 3
	Permanent acquisition of rights with imposition of covenants	62, 64
South Eastern Power Networks Limited	Permanent acquisition of land	83, 428, 444, 445, 446
	Acquisition of permanent rights and temporary possession	421, 423, 424, 426, 427, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 447, 448, 450, 451, 452, 453, 463, 464
Eastern Power Networks PLC	Permanent acquisition of land	86, 277, 278, 282, 301
	Acquisition of permanent rights and temporary possession	421, 423, 424, 426, 427, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 447, 448, 450, 451, 452, 453, 463, 464
British Telecommunications PLC	Permanent acquisition of subsoil / airspace and temporary possession	325
	Permanent acquisition of land	213, 214, 286, 291, 292, 293, 297, 306, 316, 317, 318, 319, 330, 333, 336, 339, 340, 358, 359, 360
	Acquisition of permanent rights and temporary possession	288, 294, 295, 296, 298, 302, 303, 304, 305, 312, 313, 314, 315, 320, 321, 327, 329, 332, 335, 337, 338, 341, 342, 343, 344, 345, 346, 347, 351, 354, 355, 356, 357, 404, 408
Southern Gas Networks PLC	Permanent acquisition of subsoil / airspace and temporary possession	322, 323, 324, 331
	Permanent acquisition of land	263

Statutory Undertaker	Type of Acquisition	Plot number
	Temporary possession of land	217, 218, 245
Vodafone Limited	Acquisition of permanent rights and temporary possession	289, 353, 356, 361, 372, 373, 375, 377, 379, 380, 398, 407, 409
	Permanent acquisition of subsoil / airspace and temporary possession	215, 216, 249
	Acquisition of permanent rights and temporary possession	383, 386, 389, 390, 408, 413
	Acquisition of permanent rights and temporary possession	384
Highways England Company Limited	Acquisition of permanent rights and temporary possession	409
Southern Water Limited	Permanent acquisition of land	428, 444, 445, 446
National Grid Property Holdings Limited	Acquisition of permanent rights and temporary possession	421, 423, 424, 425, 426, 427, 447, 448
National Rail Limited	Permanent acquisition of land	428
	Acquisition of permanent rights and temporary possession	423, 424, 425, 426, 447
Tilbury Green Power Limited	Permanent acquisition of land	428
	Acquisition of permanent rights and temporary possession	426
Environment Agency	Permanent acquisition of land	428
	Acquisition of permanent rights and temporary possession	426

8.11 Statutory undertakers and other apparatus owners that are known to have equipment on, in or over the Land are included in the Book of Reference (see the relevant plots in Table 8-1 above). Section 138 of the 2008 Act applies if a DCO authorises the acquisition of land (compulsorily or by agreement) and there subsists over the land a 'relevant right', or there is 'relevant apparatus' on, under or over the land.

- 8.12 For the purposes of section 138, ‘relevant right’ means a right of way, or a right of laying down, erecting, continuing, or maintaining apparatus on, under or over the land which:
- 8.13 is vested in or belongs to statutory undertakers for the purpose of carrying on their undertaking; or
- 8.14 is conferred by or in accordance with the electronic communications code on the operator of an electronic communications code network.
- 8.15 ‘Relevant apparatus’ means:
- 8.16 apparatus vested in or belonging to statutory undertakers for the purpose of the carrying on of their undertaking; or
- 8.17 electronic communications apparatus kept installed for the purposes of an electronic communications code network.
- 8.18 In accordance with s138(4) 2008 Act, a DCO may only include provision for the extinguishment of the relevant right, or the removal of the relevant apparatus, if the Secretary of State is satisfied that the extinguishment or removal is necessary for the purpose of carrying out the development to which the DCO relates.
- 8.19 The DCO includes provision to authorise the extinguishment of a relevant right, or the removal of relevant apparatus belonging to statutory undertakers, in connection with the delivery of the Scheme.
- 8.20 The exercise of such powers will be carried out in accordance with the protective provisions contained in Schedule 11 of the *draft DCO* (document reference 3.1). The protective provisions (as set out in Schedule 11 of the *draft DCO* (document reference 3.1)) contain constraints on the exercise of the powers in the DCO, with a view to safeguarding the Statutory Undertakers’ and electronic communications apparatus owners’ interests, whilst enabling the Proposed Development, as authorised by the DCO, to proceed. The Applicant therefore considers that the test set out in Section 138 of 2008 Act is satisfied.

## OTHER CONSENTS AND LICENCES

- 8.21 The *List of Other Consents and Licences* (document reference 5.3) sets out the other consents that will be required and the current position as to the status of securing those consents. This list will continue to be updated as necessary during the DCO Examination. The Applicant is satisfied that all necessary consents to enable the Proposed Development to proceed have been identified and that there is no reason why such consents should not be secured or granted pursuant to the *draft DCO* (document reference 3.1).
- 8.22 The principal consents that might impact on the timetable for the commencement of construction are as follows:

- approvals from relevant highway authorities and the Secretary of State pursuant to the requirements contained in the Development Consent Order;
- licences from Natural England in relation to affected European Protected Species pursuant to regulation 53 of the Conservation of Habitats and Species Regulations 2010, in relation to bats, dormice and otter;
- licences from Natural England to affect protected species under section 16 of the Wildlife and Countryside Act 1981, in relation to water voles;
- permits, including a possible Waste Management Licence, from the Environment Agency pursuant to the Environmental Permitting (England and Wales) Regulations 2010;
- consent(s) from the relevant local authority pursuant to section 61 of the Control of Pollution Act 1974;
- consent(s) from the relevant sewerage undertaker to discharge wastewater to a sewer pursuant to section 118 of the Water Industry Act 1991;
- consent(s) from the Environment Agency to discharge treated water to a watercourse pursuant to section 166 of the Water Industry Act 1991; and
- consent from the Environment Agency for a Water Abstraction Licence pursuant to section 24 of the Water Resources Act 1991.
- The following remaining consents, licences, permits etc. may also be required during the operation of the London Resort and some may be brought within the Development Consent Order:
  - a premises licence from the local authority pursuant to the Licensing Act 2003;
  - a marriage and civil partnership venue licence;
  - a special treatment premises licence;
  - child performance licence/employment/chaperones;
  - a live music licence;
  - a theatre/entertainment licence;
  - a walkie talkie licence from OfCom pursuant to article 5 of the Wireless Telegraphy (Licensing Procedure) Regulations 2013; and
  - a licence from the local planning authority pursuant to the Town and Country Planning (Control of Advertisements) Regulations 2009 to display advertisements on buildings.



## Section Nine ◆ Justification for Interference with Human Rights

### THE HUMAN RIGHTS ACT: RELEVANT CONVENTION RIGHTS

- 9.1 The European Convention on Human rights (the Convention) was applied within UK domestic law by the Human Rights Act 1998 (the HRA).
- 9.2 The articles of the Convention that are relevant when determining whether a DCO should be made which includes powers of compulsory acquisition are Article 1 of the First Protocol to the Convention, Article 6, and Article 8.
- 9.3 The Secretary of State must be persuaded that the purposes for which an order authorises the compulsory acquisition of land are sufficient to justify interfering with the human rights of those with an interest in the land.
- 9.4 Article 1 of the First Protocol to the Convention protects the right of everyone to the peaceful enjoyment of possessions. No one can be deprived of possessions except in the public interest and subject to the conditions provided by relevant national and international laws. Any interference with possessions must be proportionate and in determining whether a particular measure is proportionate, a “fair balance” should be struck between the demands of the general interest and the protection of the individual’s rights.
- 9.5 Article 6 entitles those affected by powers sought for the Proposed Development to a fair and public hearing by an independent and impartial tribunal. These requirements could be secured by the availability of judicial review if the decision making is not considered to be independent within the meaning of Article 6.
- 9.6 Article 8 protects the right of the individual to respect for his private and family life, his home, and his correspondence. No public authority may interfere with these interests except if it is in accordance with the law and is necessary in the interests of, inter alia, national security, public safety, or the economic well-being of the country. As with Article 1 of the First Protocol to the Convention, any interference if justified, must be proportionate.
- 9.7 The Proposed Development has the potential to infringe the human rights of persons who own property within the Order limits or have rights over the land within the Order limits. Such infringement is authorised by law provided that:



- the statutory procedures for making the DCO are followed and there is a compelling case in the public interest for the inclusion of powers of compulsory acquisition in the DCO; and
- any interference with any Convention right is proportionate to the aim served.

## COMPLIANCE WITH THE CONVENTION AND THE HUMAN RIGHTS ACT

- 9.8 The Applicant is satisfied that, although Convention rights are likely to be engaged, the Proposed Development will not conflict with Convention rights and will be proportionate in that there is a compelling case in the public interest for the Proposed Development which outweighs the impact on individual rights. In this context, it is relevant that those affected will be entitled to compensation.
- 9.9 With regard to Article 1, First Protocol and Article 8, the Applicant has weighed any interference with these Convention rights as a result of including compulsory powers within the DCO with the potential public benefits if the DCO is made. First, the Applicant considers that there would be very significant public benefits arising from the grant of the DCO. That benefit can only be realised if the DCO includes the grant of powers of compulsory acquisition and temporary use. The Applicant has concluded that the significant public benefits outweigh the effects of the DCO upon persons who own property in the Order limits such that there would not be a disproportionate interference with their Article 8 and Article 1, First Protocol rights. The need for the Proposed Development is clear, as detailed in Chapter 4 – *Project development and alternatives* of the ES (document reference 6.1.4). Those affected by the exercise of compulsory acquisition or temporary use powers will be entitled to compensation and the Applicant has the resources to provide such compensation.
- 9.10 Further, as is explained in this Statement, the Applicant has given consideration to the purposes for which the land is required, namely the delivery of the Proposed Development, in the context of the provisions of Article 1 of the First Protocol to the European Convention on Human Rights and Article 8 of the Convention. The particular reasons why the proposed acquisition of land and interference with private property rights are considered to be legitimate and proportionate, and therefore justified, are set out in section 6 above, and are matters on which the Secretary of State will need to be satisfied in deciding whether powers of compulsory acquisition should be included in any grant of development consent for the proposals.
- 9.11 As for Article 6, third parties have been able to make representations on the application for the DCO whilst it is being prepared. In accordance with Part 5 of the 2008 Act, the Applicant consulted persons set out in the categories contained in section 44 of the 2008 Act. This included known owners, occupiers and other interest holders in the land within the Order limits and those who might be able to make claims either under section 10 of the Compulsory Purchase Act 1965 in respect of injurious affection, or under Part 1 of the Land Compensation Act 1973. The beneficiaries of restrictive covenants and other rights

that would be overridden by the exercise of powers in the DCO would be capable of making claims under section 10 of the Compulsory Purchase Act 1965.

- 9.12 Furthermore, representations can be made by way of objections to the application in response to any notice given under section 56 of the 2008 Act ('Notifying persons of accepted application'). The 2008 Act provides for a detailed examination of any application for a DCO by an independent Examining Authority. The examination includes careful scrutiny of any powers of compulsory acquisition or other compulsory powers, to ensure that they are justified and proportionate. Although the examination is a process mainly conducted in writing, where the Examining Authority received one or more requests for a compulsory acquisition hearing from affected persons within the date specified, it must cause a hearing to be held. All affected persons are invited to these compulsory acquisition hearings and have the opportunity to make oral representations about the compulsory acquisition requests.
- 9.13 Should the DCO be made, a person aggrieved may challenge the DCO by judicial review in the High Court if they consider that the grounds for doing so are made out. In relation to disputes about compensation, affected persons have the right to apply to the Upper Tribunal (Lands Chamber), an independent tribunal.
- 9.14 For these reasons, the Applicant considers that the inclusion of powers of compulsory acquisition would not breach the Convention rights of those whose are affected and that it would be appropriate and proportionate to make the DCO, including the grant of powers of compulsory acquisition.

## Section Ten ◆ Conclusions

**CONCLUSIONS**

- 10.1 The Applicant submits, for the reasons explained in this Statement, that the inclusion of powers of compulsory acquisition in the DCO for the purposes of the Proposed Development meets the conditions of Section 122 of the 2008 Act as well as the considerations in the Guidance.
- 10.2 The acquisition of land and rights (including restrictive covenants) and the temporary use of land, together with the overriding of interests, rights and restrictive covenants and the suspension or extinguishment of private rights is no more than is reasonably required to facilitate or is incidental to the Proposed Development.
- 10.3 Furthermore, the land identified to be subject to compulsory acquisition is no more than is reasonably necessary for that purpose and is proportionate, as is shown in the *draft DCO* (document reference 3.1), the *Works Plans* (document reference 2.5) and other information both in this Statement and in other document accompanying the Application.
- 10.4 The policy support for the Proposed Development, suitability of the Order limits, the benefits that the Proposed Development would create (as set out in Chapter 7 *Land Use and Socio-Economic Effects*) of the ES (document reference 6.1.7), the *Planning Statement* (document reference 7.4) and the *Economic and Regeneration Statement* (document reference 7.5) and the support for the London Resort in the relevant policies (as set out in Chapter 5 *Relevant Law and Policy* of the ES (document reference 6.2.3) and Chapter 6 of the *Planning Statement* (document reference 7.4) demonstrate that there is a compelling case in the public interest for the land to be acquired compulsorily.
- 10.5 All main reasonable alternatives to compulsory acquisition have been explored. A large proportion of the Site is already under option and negotiations with other landowners within the Order Land are progressing.
- 10.6 Given the significant benefits of the London Resort and the support for it found in policy, as well as the suitability of the Site, compulsory acquisition of the land and rights and the temporary use of land, together with the overriding of interests, rights and restrictive covenants and the suspension or extinguishment of matters affecting the Site identified by the Applicant for the London Resort is justified.
- 10.7 The proposed interference with the rights of those with an interest in the Application Site is for a legitimate purpose, namely the London Resort, and is necessary and proportionate to that purpose. The Applicant considers that the very substantial public benefits that would arise from the proposed compulsory acquisition of the interests within the Order Land would clearly outweigh the private loss that would be suffered by those whose land is to be acquired.

- 10.8 The Applicant has set out clear and specific proposals and objectives in respect of the construction and subsequent operation and use of the plots within the Order Land.

## Appendices

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# Appendix 1.0 – Purpose for which Compulsory Acquisition and Temporary Possession Powers are Sought

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## Purpose for which Compulsory Acquisition and Temporary Possession Powers are Sought

### Notes:

1. See Schedule 1 to the *draft DCO* (document reference 3.1) for descriptions of the works.
2. This Appendix should be read alongside the *draft DCO* (document reference 3.1) *Book of Reference* (document reference 4.3), *Land Plans* (document reference 2.2) and *Works Plans* (document reference 2.5).

Plot No.	Extent of Acquisition: (Permanent land; permanent rights; permanent rights and temporary possession; subsoil and temporary possession; and temporary possession)	Purpose for which Plots are required: (Work No.)
1	Temporary Possession of land	Required to facilitate work 19b
2	Permanent acquisition of land	19b
3	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	14c
4	Permanent acquisition of land	14c and Required to facilitate work 14c and 19c
5	Permanent acquisition of land	14c, 19c
6	Temporary Possession of land	14c and Required to facilitate work 14c and 19c
7	Permanent acquisition of land	19c
8	Permanent acquisition of land	19c
9	Permanent acquisition of land	19c
10	Permanent acquisition of land	19c
11	Permanent acquisition of land	19c
12	Permanent acquisition of land	19c
13	Permanent acquisition of land	19c
14	Permanent acquisition of land	19c
15	Permanent acquisition of land	19c
16	Temporary Possession of land	Required to facilitate work 19c
17	Permanent acquisition of land	19b
18	Permanent acquisition of land	19b
19	Permanent acquisition of land	19b
20	Permanent acquisition of land	19b
21	Permanent acquisition of land	19b
22	Permanent acquisition of land	19b
23	Permanent acquisition of land	19b
24	Permanent acquisition of land	19b

Plot No.	Extent of Acquisition: (Permanent land; permanent rights; permanent rights and temporary possession; subsoil and temporary possession; and temporary possession)	Purpose for which Plots are required: (Work No.)
25	Permanent acquisition of land	19b
26	Permanent acquisition of land	19b
27	Permanent acquisition of land	19b
28	Permanent acquisition of land	19b
29	Permanent acquisition of land	19b
30	Permanent acquisition of land	1
31	Permanent acquisition of land	1, 14a, 14c, 18b, 19b, 19c
32	Permanent acquisition of land	19b
33	Permanent acquisition of land	19b
34	Permanent acquisition of land	19b
35	Permanent acquisition of land	19b
36	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	14a
37	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	14a
38	Permanent acquisition of land	14a
39	Permanent acquisition of land	14a
40	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	14a, 15
41	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	14a, 15
42	Permanent acquisition of land	14a, 15
43	Temporary Possession of land	Required to facilitate work 15 and 19a
44	Permanent acquisition of land	19a
45	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	19a
46	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21c
47	Permanent acquisition of land	1, 2, 3a, 5a, 5b, 6, 7, 8, 9b, 12, 13, 14a, 15, 18a, 19a, 19b, 21c, 24a
48	Permanent acquisition of land	1, 5a, 14a, 19b
49	Permanent acquisition of land	1
50	Permanent acquisition of land	1
51	Permanent acquisition of land	1

<b>Plot No.</b>	<b>Extent of Acquisition: (Permanent land; permanent rights; permanent rights and temporary possession; subsoil and temporary possession; and temporary possession)</b>	<b>Purpose for which Plots are required: (Work No.)</b>
52	Permanent acquisition of land	1
53	Permanent acquisition of land	1, 3a
54	Permanent acquisition of land	3a
55	Permanent acquisition of land	3a
56	Permanent acquisition of land	1, 9a
57	Permanent acquisition of land	1
58	Permanent acquisition of land	1, 18b
59	Permanent acquisition of land	1, 18b
60	Permanent acquisition of land	18b
61	Acquisition of permanent rights and imposition of restrictive covenants over land	18b
62	Acquisition of permanent rights and imposition of restrictive covenants over land	18b
63	Permanent acquisition of land	18b
64	Acquisition of permanent rights and imposition of restrictive covenants over land	18b
65	Acquisition of permanent rights and imposition of restrictive covenants over land	18b
66	Permanent acquisition of land	18b
67	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	18b
67a	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	18b
68	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	18b
69	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	18b
70	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	18b

Plot No.	Extent of Acquisition: (Permanent land; permanent rights; permanent rights and temporary possession; subsoil and temporary possession; and temporary possession)	Purpose for which Plots are required: (Work No.)
71	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	18b
72	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	18b
73	Permanent acquisition of land	9a
74	Permanent acquisition of land	9a
75	Permanent acquisition of land	9a
76	Permanent acquisition of land	9a
77	Permanent acquisition of land	9a
78	Permanent acquisition of land	9a
79	Permanent acquisition of land	9a
80	Permanent acquisition of land	9a
81	Permanent acquisition of land	9a
82	Permanent acquisition of land	9a
83	Permanent acquisition of land	9a
84	Permanent acquisition of land	9a
85	Permanent acquisition of land	9a
86	Permanent acquisition of land	9a
87	Permanent acquisition of land	9a
88	Permanent acquisition of land	9a
89	Permanent acquisition of land	9a
90	Permanent acquisition of land	9a
91	Permanent acquisition of land	9a
92	Permanent acquisition of land	9a
93	Permanent acquisition of land	9a
94	Permanent acquisition of land	9a
95	Permanent acquisition of land	9a
96	Permanent acquisition of land	9a
97	Permanent acquisition of land	9a
98	Permanent acquisition of land	9a
99	Permanent acquisition of land	9a
100	Permanent acquisition of land	9a
101	Permanent acquisition of land	9a
102	Permanent acquisition of land	9a
103	Permanent acquisition of land	9a
104	Permanent acquisition of land	9a
105	Permanent acquisition of land	9a, 18b
106	Permanent acquisition of land	9a

Plot No.	Extent of Acquisition: (Permanent land; permanent rights; permanent rights and temporary possession; subsoil and temporary possession; and temporary possession)	Purpose for which Plots are required: (Work No.)
107	Permanent acquisition of land	9a
108	Permanent acquisition of land	9a
109	Permanent acquisition of land	9a
110	Permanent acquisition of land	9a
111	Permanent acquisition of land	9a
112	Permanent acquisition of land	9a
113	Permanent acquisition of land	9a
114	Permanent acquisition of land	9a
115	Permanent acquisition of land	9a
116	Permanent acquisition of land	9a
117	Permanent acquisition of land	9a
118	Permanent acquisition of land	9a
119	Permanent acquisition of land	9a
120	Permanent acquisition of land	9a
121	Permanent acquisition of land	9a
122	Permanent acquisition of land	9a
123	Permanent acquisition of land	9a
124	Permanent acquisition of land	9a
125	Permanent acquisition of land	9a
126	Permanent acquisition of land	9a
127	Permanent acquisition of land	9a
128	Permanent acquisition of land	9a
129	Permanent acquisition of land	9a
130	Permanent acquisition of land	9a
131	Permanent acquisition of land	9a
132	Permanent acquisition of land	9a
133	Permanent acquisition of land	9a
134	Permanent acquisition of land	9a
135	Permanent acquisition of land	9a
136	Permanent acquisition of land	9a
137	Permanent acquisition of land	9a
138	Permanent acquisition of land	9a
139	Permanent acquisition of land	9a
140	Permanent acquisition of land	9a
141	Permanent acquisition of land	9a
142	Permanent acquisition of land	9a
143	Permanent acquisition of land	9a
144	Permanent acquisition of land	9a
145	Permanent acquisition of land	9a
146	Permanent acquisition of land	9a

Plot No.	Extent of Acquisition: (Permanent land; permanent rights; permanent rights and temporary possession; subsoil and temporary possession; and temporary possession)	Purpose for which Plots are required: (Work No.)
147	Permanent acquisition of land	9a
148	Permanent acquisition of land	9a
149	Permanent acquisition of land	9a
150	Permanent acquisition of land	9a
151	Permanent acquisition of land	9a
152	Permanent acquisition of land	9a
153	Permanent acquisition of land	9a
154	Permanent acquisition of land	9a
155	Permanent acquisition of land	9a
156	Permanent acquisition of land	9a
157	Permanent acquisition of land	9a
158	Permanent acquisition of land	1, 9a
159	Permanent acquisition of land	9a
160	Permanent acquisition of land	9a
161	Permanent acquisition of land	9a
162	Permanent acquisition of land	9a
163	Permanent acquisition of land	9a
164	Permanent acquisition of land	9a
165	Permanent acquisition of land	9a
166	Permanent acquisition of land	9a
167	Permanent acquisition of land	9a
168	Permanent acquisition of land	9a
169	Permanent acquisition of land	1, 9a
170	Permanent acquisition of land	1, 9a
171	Permanent acquisition of land	3a, 11
172	Permanent acquisition of land	3a
173	Permanent acquisition of land	3a
174	Permanent acquisition of land	3a
175	Permanent acquisition of land	3a
176	Permanent acquisition of land	3a
177	Permanent acquisition of land	3a, 12
178	Permanent acquisition of land	3a, 12
179	Permanent acquisition of land	3a, 12
180	Permanent acquisition of land	12
181	Permanent acquisition of land	3a, 12
182	Permanent acquisition of land	12
183	Permanent acquisition of land	12
184	Permanent acquisition of land	12
185	Permanent acquisition of land	3a, 12
186	Permanent acquisition of land	12

Plot No.	Extent of Acquisition: (Permanent land; permanent rights; permanent rights and temporary possession; subsoil and temporary possession; and temporary possession)	Purpose for which Plots are required: (Work No.)
187	Permanent acquisition of land	3a, 12
188	Permanent acquisition of land	12
189	Permanent acquisition of land	3a
190	Permanent acquisition of land	3a
191	Permanent acquisition of land	3a
192	Permanent acquisition of land	3a
193	Permanent acquisition of land	3a
194	Permanent acquisition of land	3a
195	Permanent acquisition of land	3a
196	Permanent acquisition of land	3a, 12
197	Permanent acquisition of land	3a
198	Permanent acquisition of land	3a
199	Permanent acquisition of land	3a
200	Permanent acquisition of land	3a
201	Permanent acquisition of land	3a
202	Permanent acquisition of land	3a, 12
203	Permanent acquisition of land	3a, 12
204	Permanent acquisition of land	3a, 12
205	Permanent acquisition of land	12
206	Permanent acquisition of land	12
207	Permanent acquisition of land	12
208	Permanent acquisition of land	12
209	Permanent acquisition of land	12, 24a
210	Permanent acquisition of land	24a
211	Permanent acquisition of land	12, 24a
212	Permanent acquisition of land	12, 24a Required to facilitate work 14b and 24a
213	Permanent acquisition of land	3a, 11, 12 and Required to facilitate work 14b
214	Permanent acquisition of land	3a, 11
215	Permanent acquisition of subsoil or air-space and temporary possession	11
216	Permanent acquisition of subsoil or air-space and temporary possession	11 and Required to facilitate work 12, 14b and 24a
217	Temporary Possession of land	24a
218	Temporary Possession of land	10a, 10b, 24a
219	Permanent acquisition of land	2, 5b, 10a, 12, 24a
220	Permanent acquisition of land	12
221	Permanent acquisition of land	10a, 24a

Plot No.	Extent of Acquisition: (Permanent land; permanent rights; permanent rights and temporary possession; subsoil and temporary possession; and temporary possession)	Purpose for which Plots are required: (Work No.)
222	Permanent acquisition of land	10a
223	Permanent acquisition of land	10a
224	Permanent acquisition of land	10a, 24a
225	Permanent acquisition of land	10a
226	Permanent acquisition of land	10a
227	Permanent acquisition of land	10a
228	Permanent acquisition of land	10a
229	Permanent acquisition of land	10a
230	Permanent acquisition of land	10a
231	Permanent acquisition of land	10a
232	Permanent acquisition of land	10a
233	Permanent acquisition of land	10a
234	Permanent acquisition of land	10a
235	Permanent acquisition of land	10a
236	Permanent acquisition of land	10a
237	Permanent acquisition of land	10a
238	Permanent acquisition of land	10a
239	Permanent acquisition of land	10a
240	Permanent acquisition of land	10a
241	Permanent acquisition of land	10a
242	Permanent acquisition of land	10a, 24a
243	Permanent acquisition of land	2, 5b, 10a, 12, 24a
244	Temporary Possession of land	21c
245	Temporary Possession of land	21c
246	Temporary Possession of land	21c
247	Permanent acquisition of land	20
248	Permanent acquisition of land	20
249	Permanent acquisition of subsoil or air-space and temporary possession	10a, 20, 24a
250	Permanent acquisition of land	20
251	Permanent acquisition of land	10b
252	Permanent acquisition of land	10b
253	Permanent acquisition of land	10b
254	Permanent acquisition of land	10b
255	Permanent acquisition of land	10b
256	Permanent acquisition of land	10b
257	Permanent acquisition of land	10b
258	Permanent acquisition of land	10b
259	Permanent acquisition of land	10b
260	Permanent acquisition of land	10b



Plot No.	Extent of Acquisition: (Permanent land; permanent rights; permanent rights and temporary possession; subsoil and temporary possession; and temporary possession)	Purpose for which Plots are required: (Work No.)
261	Permanent acquisition of land	10b
262	Permanent acquisition of land	10b
263	Permanent acquisition of land	10b
264	Permanent acquisition of land	10b
265	Permanent acquisition of land	10b, 24a
266	Permanent acquisition of land	10b
267	Permanent acquisition of land	10b
268	Permanent acquisition of land	10b
269	Temporary Possession of land	24a
270	Temporary Possession of land	24a
271	Temporary Possession of land	24a
272	Permanent acquisition of land	10b
273	Temporary Possession of land	24a
274	Temporary Possession of land	24a
275	Permanent acquisition of land	Required to facilitate work 12, 14b and 24a
276	Permanent acquisition of land	11, 14b and Required to facilitate work 12, 14b, 24a and 24b
277	Permanent acquisition of land	11
278	Permanent acquisition of land	11
279	Permanent acquisition of land	11
280	Permanent acquisition of subsoil or air-space and temporary possession	11 and Required to facilitate work 14b and 24b
281	Permanent acquisition of land	11
282	Permanent acquisition of land	11, 24b
283	Permanent acquisition of land	11, 24b
284	Permanent acquisition of land	24b
285	Permanent acquisition of land	24b
286	Permanent acquisition of land	11, 14d, 17a, 24b
287	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	24c
288	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	24c
289	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	24c

Plot No.	Extent of Acquisition: (Permanent land; permanent rights; permanent rights and temporary possession; subsoil and temporary possession; and temporary possession)	Purpose for which Plots are required: (Work No.)
290	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	24c
291	Permanent acquisition of land	23
292	Permanent acquisition of land	23
293	Permanent acquisition of land	23
294	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	25
295	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	25
296	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	25
297	Permanent acquisition of land	25
298	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	17b
299	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	17b
300	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	Required to facilitate work 17b and 23
301	Permanent acquisition of land	17b
302	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	17b
303	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	17b
304	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	17b
305	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	17b
306	Permanent acquisition of land	11, 17a
307	Permanent acquisition of land	29

<b>Plot No.</b>	<b>Extent of Acquisition: (Permanent land; permanent rights; permanent rights and temporary possession; subsoil and temporary possession; and temporary possession)</b>	<b>Purpose for which Plots are required: (Work No.)</b>
308	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	29
309	Permanent acquisition of land	29
310	Permanent acquisition of land	11
311	Permanent acquisition of land	11
312	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	17b
313	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	11, 28a
314	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	11, 28a
315	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	11, 28a
316	Permanent acquisition of land	11, 28a
317	Permanent acquisition of land	11
318	Permanent acquisition of land	11
319	Permanent acquisition of land	11
320	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	28b
321	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	28b
322	Permanent acquisition of subsoil or air-space and temporary possession	26
323	Permanent acquisition of subsoil or air-space and temporary possession	26
324	Permanent acquisition of subsoil or air-space and temporary possession	26
325	Permanent acquisition of subsoil or air-space and temporary possession	26
326	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	26

Plot No.	Extent of Acquisition: (Permanent land; permanent rights; permanent rights and temporary possession; subsoil and temporary possession; and temporary possession)	Purpose for which Plots are required: (Work No.)
327	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	26
328	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	28a
329	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	28a
330	Permanent acquisition of land	28a
331	Permanent acquisition of subsoil or air-space and temporary possession	26
332	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	28b
333	Permanent acquisition of land	11
334	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	28a
335	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	28a
336	Permanent acquisition of land	28a
337	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	28a
338	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	28a
339	Permanent acquisition of land	28a
340	Permanent acquisition of land	11
341	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	28b
342	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	28b
343	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	28b

<b>Plot No.</b>	<b>Extent of Acquisition: (Permanent land; permanent rights; permanent rights and temporary possession; subsoil and temporary possession; and temporary possession)</b>	<b>Purpose for which Plots are required: (Work No.)</b>
344	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	11
345	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	11
346	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	11
347	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	11
348	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	11
349	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	11
350	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4, 11
351	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	11
352	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	11
353	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4, 11, 28a
354	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	11
355	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	11
356	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	11

Plot No.	Extent of Acquisition: (Permanent land; permanent rights; permanent rights and temporary possession; subsoil and temporary possession; and temporary possession)	Purpose for which Plots are required: (Work No.)
357	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	11
358	Permanent acquisition of land	11
359	Permanent acquisition of land	11
360	Permanent acquisition of land	28a
361	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	11
362	Permanent acquisition of land	11
363	Permanent acquisition of land	28a
364	Permanent acquisition of land	28a
365	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	28a
366	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	28a
367	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	28a
368	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	28a
369	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	27b, 28a
370	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	28a
371	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	28a
372	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	27b, 28a
373	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4, 27b, 28a

<b>Plot No.</b>	<b>Extent of Acquisition: (Permanent land; permanent rights; permanent rights and temporary possession; subsoil and temporary possession; and temporary possession)</b>	<b>Purpose for which Plots are required: (Work No.)</b>
374	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4, 27b
375	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4, 27b
376	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	27b
377	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	27b
378	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4, 27b
379	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4, 27b
380	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4, 27b
381	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4
382	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4
383	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4
384	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4
385	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4
386	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4

Plot No.	Extent of Acquisition: (Permanent land; permanent rights; permanent rights and temporary possession; subsoil and temporary possession; and temporary possession)	Purpose for which Plots are required: (Work No.)
387	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4
388	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4
389	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4
390	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4
391	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4
392	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4
393	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4
394	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4
395	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4
396	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4
397	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4
398	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4
399	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4



Plot No.	Extent of Acquisition: (Permanent land; permanent rights; permanent rights and temporary possession; subsoil and temporary possession; and temporary possession)	Purpose for which Plots are required: (Work No.)
400	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4, 11
401	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	11
402	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4, 11
403	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	11
404	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4, 11
405	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4, 11
406	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4, 11
407	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4, 11
408	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4, 11
409	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	27a
410	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4
411	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4
412	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4

Plot No.	Extent of Acquisition: (Permanent land; permanent rights; permanent rights and temporary possession; subsoil and temporary possession; and temporary possession)	Purpose for which Plots are required: (Work No.)
413	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4
414	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4
415	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4
416	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4
417	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4
418	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4
419	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4
420	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	4
421	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21b
422	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21b
423	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21b
424	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21b
425	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21b

<b>Plot No.</b>	<b>Extent of Acquisition: (Permanent land; permanent rights; permanent rights and temporary possession; subsoil and temporary possession; and temporary possession)</b>	<b>Purpose for which Plots are required: (Work No.)</b>
426	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21b
427	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21b
428	Permanent acquisition of land	16
429	Permanent acquisition of land	16
430	Permanent acquisition of land	16
431	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21b
432	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21b
433	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21b
434	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21b
435	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21b
436	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21b
437	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21b
438	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21b
439	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21b
440	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21b

Plot No.	Extent of Acquisition: (Permanent land; permanent rights; permanent rights and temporary possession; subsoil and temporary possession; and temporary possession)	Purpose for which Plots are required: (Work No.)
441	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21b
442	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21b
443	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21b
444	Permanent acquisition of land	22
445	Permanent acquisition of land	3b, 22
446	Permanent acquisition of land	3b, 22
447	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21b
448	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21b
449	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21a
450	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21a
451	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21a
452	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21a
453	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21a
454	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21a
455	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21a

Plot No.	Extent of Acquisition: (Permanent land; permanent rights; permanent rights and temporary possession; subsoil and temporary possession; and temporary possession)	Purpose for which Plots are required: (Work No.)
456	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21a
457	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21a
458	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21a
459	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21a
460	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21a
461	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21a
462	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21a
463	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21a
464	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21a
465	Acquisition of permanent rights (Including restrictive covenants) over and temporary possession of land	21a

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## Appendix 2.0 – Explaining the Compulsory Acquisition Process (2016)



## FURTHER INFORMATION AND CONTACT DETAILS

For further information regarding the project please visit the London Paramount website: [REDACTED]

More information on Compulsory Purchase Compensation can be found at the Department for Communities and Local Government website: [www.gov.uk/government/collections/compulsory-purchase-system-guidance](http://www.gov.uk/government/collections/compulsory-purchase-system-guidance)

### Contact Us

If you would like a meeting to discuss your case please contact: Andrew Highwood [REDACTED]

If you would like to contact LRCH please use the details below. LRCH welcomes contact from landowners and occupiers to discuss terms for acquisition by agreement.

For all other enquiries about the project or for further information:

**Telephone:**  
0800 008 6765 (Monday – Friday, 9am – 5.30pm)

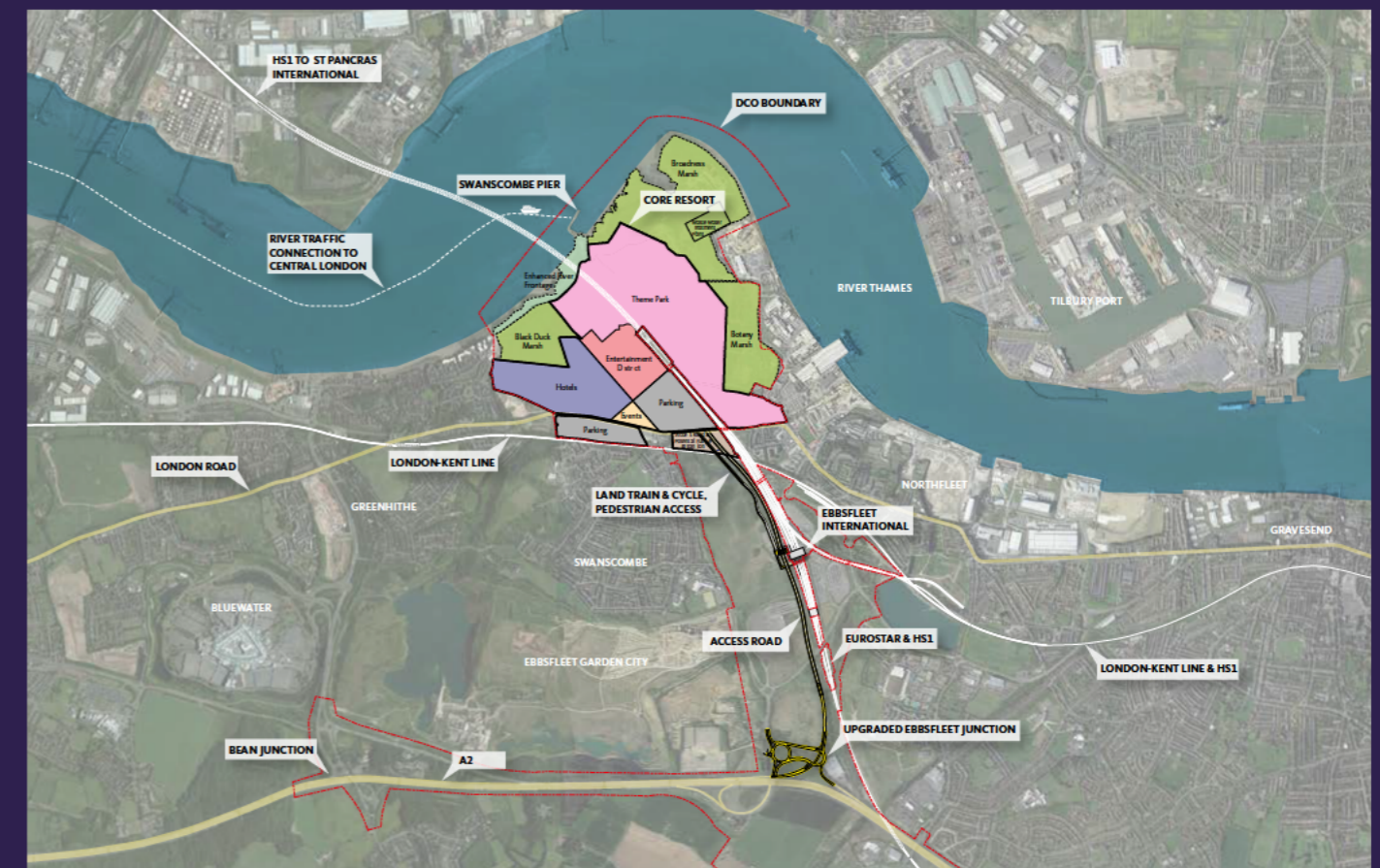
**Email:**  
consultation@londonparamount.info

**Post:**  
FREEPOST ref: RTRB-LUJ-AGBY, London Paramount c/o PPS Group, Sky Light City Tower, 50 Basinghall Street, London, EC2V 5DE

**Twitter:**  
[REDACTED]

**Facebook:**  
[REDACTED]

## EXPLAINING THE COMPULSORY ACQUISITION PROCESS



This document gives an overview of the proposals for the London Paramount Entertainment Resort as well as outlining both the Compulsory Acquisition process and the entitlement to compensation which may arise should we use Compulsory Acquisition powers once they are available to us.

### Project Overview

London Resort Company Holdings Limited (LRCH) is proposing to develop a world class

entertainment resort on the Swanscombe Peninsula in north Kent, known as London Paramount Entertainment Resort (the Resort). LRCH has assembled an expert team of consultants to support it in bringing together a planning application for the Resort, specifically a Development Consent Order ("DCO") under the Planning Act 2008

**The principal development consists of:**  
A core leisure 'resort' up to approximately 50 hectares in area (125 acres), featuring a range

of rides, attractions, cinemas, theatres, night clubs, food and beverage facilities, retail and amenity facilities themed around the films and television programmes of Paramount Studios and UK producers;

Up to 2,500 hotel rooms as a part of a total provision of up to 5,000 hotel bedrooms across the Resort development as a whole;

Back of house / service facilities (including car parking for staff, visitors and guests)

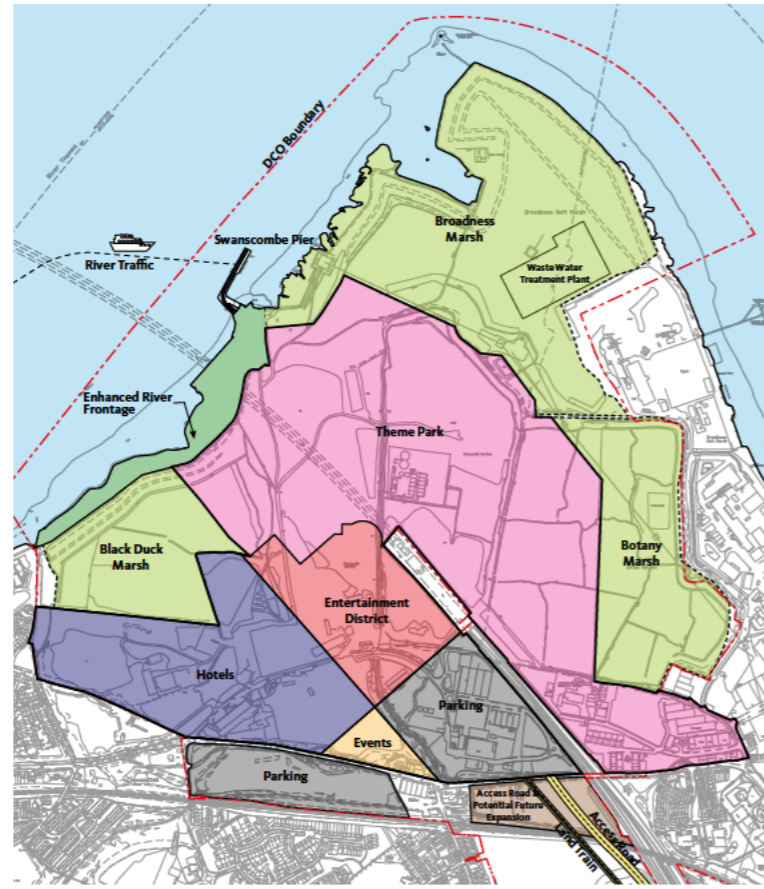


## HOW?

LRCH intends to apply to the Planning Inspectorate for a DCO under the provisions of the Planning Act 2008. This is because the Government has decided that the Resort is nationally significant for the purposes of the Act.

An application for a DCO is expected to be submitted to the Planning Inspectorate in 2017. The application will address all the works necessary for the Resort. In addition, the DCO as applied for will include powers to allow LRCH to acquire by compulsion the land and interests in land that are needed to construct and operate the Resort. LRCH wishes to do what it reasonably can to reduce the extent to which it will need to use Compulsory Acquisition powers and is therefore attempting to negotiate to acquire the land and interests in land that it needs and to agree terms for compensation, on a voluntary basis before making its application.

LRCH is already in discussion with a number of those likely to be affected, and their advisers, with a view to agreeing fair and reasonable terms. We are keen to speak to anyone who considers that they may be entitled to compensation in the event that the DCO is granted (see more overleaf), with a view to agreeing fair and reasonable terms prior to resorting to Compulsory Acquisition powers.



### Why is this happening?

The Resort is an important element of the wider development proposals for the Ebbsfleet Garden City, the Thames Gateway and north Kent and is expected to bring up to 33,000 jobs to the area.

This project was directed by the Secretary of State for Communities and Local Government as a Nationally Significant Infrastructure Project (NSIP) on 9th May 2014 following a request from LRCH. It is the first "Business or Commercial Project" to qualify as a NSIP.

### Following submission of the DCO application - what happens next?

#### Acceptance

The acceptance stage begins when a developer submits a formal application for development consent to the Planning Inspectorate. There follows a period of up to 28 days (excluding the date of receipt of the application) for the Planning Inspectorate to decide whether or not the application meets the standards required to be formally accepted for examination.

#### Pre-examination

At this stage, the public will be able to register with the Planning Inspectorate and provide a summary of their views of the application in writing. At pre-examination stage, everyone who has registered and made a relevant representation will be invited to attend a preliminary meeting run and chaired by an

Inspector. This stage of the process takes approximately 3 months from the developer's formal notification and publicity of an accepted application.

#### Examination

The Planning Inspectorate has 6 months to carry out the examination. During this stage, people who have registered to have their say are invited to provide more details of their views in writing. Careful consideration is given by the examining Inspectors to all the important and relevant matters, including the representations of all interested parties, any evidence submitted and answers provided to questions set out in writing and explained at hearings.

#### Decision

The Planning Inspectorate must prepare a report on the application to the Secretary of State, including a recommendation, within 3 months after the end of the

6 month examination period. The Secretary of State then has a further 3 months to make the decision (in accordance with the statutory tests) on whether to grant or refuse development consent.

#### Post decision

Once a decision has been issued by the Secretary of State, there is a 6 week period in which the decision may be challenged in the High Court. This process of legal challenge is known as Judicial Review.

#### How are my rights affected by negotiating with LRCH at this stage?

They are not affected. Negotiating with LRCH at this stage would be without prejudice to anyone's ability to make representations to the Planning Inspectorate in due course, in the event that terms are not agreed.

## COMPULSORY ACQUISITION AND COMPENSATION



### Compulsory Acquisition and Compensation

The DCO for the Resort will include powers to acquire land or rights in land compulsorily, as well as powers to extinguish private rights, take temporary possession of land, undertake safeguarding works to buildings and survey and investigate land. If your land is subject to Compulsory Acquisition powers (i.e. within the red line boundary shown on the map on the front cover, subject to change) then you may be entitled to compensation. In limited circumstances there may be a claim even where no land is taken from you (please see below).

If you think your land may be affected please seek independent, professional advice as soon as possible from an adviser who can demonstrate past experience with the Compulsory Acquisition process. As no Compulsory Acquisition powers yet exist there is no entitlement to the reimbursement

of adviser fees. However, we strongly recommend you to instruct your chosen adviser to contact us to seek agreement up front on what fees can be reimbursed and when.

The following paragraphs give a broad overview of your entitlement to compensation under the Compulsory Acquisition system and how it is applied in various circumstances.

#### Compensation When Land Is Taken

Compensation in this case is based on the principle that overall you should be no worse off after the compulsory acquisition than you were before (and similarly you should be no better off).

#### Compensation can be claimed under the following categories:

The value of the land taken. This is valued on the basis of its open market value, ignoring the effects of the Compulsory Purchase

powers under the DCO. It is valued by reference to recent comparable transactions and having made adjustments for differences in size, location and any other relevant factors.

Compensation is also paid for 'severance & injurious affection', i.e. any proven reduction in the open market value of land you retain when only part of your land holding is acquired.

Compensation for 'disturbance' is payable in respect of costs/losses incurred due to you being disturbed from your occupation of the property. In most cases this is only available to occupiers of a property although it can be payable for the reimbursement of reinvestment costs such as stamp duty etc. for investment owners.

#### Compensation Where No Land Is Taken

A right to compensation may also arise in limited circumstances where no land is taken but when statutory powers are exercised. Compensation may be payable for a reduction in the value of your land caused by the execution (i.e. the construction) of the Resort and/or a reduction in the value of your land caused by the subsequent use of the Resort.

#### Compensation for the Adverse Effects of the Proposed Development

The Resort may cause inconvenience and discomfort to people living in the area.

This may be intense enough to entitle you to apply for mitigation measures to help reduce the impact of development works, e.g. noise insulation works for residential properties in the area.

If you think that any of the above circumstances may apply to you or your property, we encourage you to seek independent, professional advice from Compulsory Purchase Order (CPO) specialists who are also experienced in the DCO process as soon as possible to agree terms with you ahead of the statutory process. Do please encourage your advisers to contact us straight away so that we can agree with you, and them, the basis on which fees will be reimbursed.

#### Fees

If you employ a surveyor adviser then the reasonable surveyor's fees that are incurred in preparing and negotiating compensation (together with solicitors fees for conveyancing) will usually be reimbursed.

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## Appendix 3.0 – Acquisition, Compensation and the London Resort Premium (2020)



THE  
**LONDON**  
RESORT

Land acquisition,  
property compensation  
and the London Resort Premium

For more information about the project and our  
proposals, please visit [\[redacted\]](#)

London Resort Company Holdings (LRCH) is proposing to develop a world-class, next generation entertainment resort known as the 'London Resort', on the banks of the River Thames.

This document outlines LRCH's approach to land acquisition, the London Resort Premium, the statutory Compulsory Acquisition process and the entitlement to compensation which may arise should we use Compulsory Acquisition powers once they are available.

## About the Project

The proposed location for the London Resort is the Swanscombe Peninsula, near the banks of the River Thames in north Kent, with supporting transport facilities on the northern side of the river in Tilbury, Thurrock.

The Resort will comprise of themed rides and attractions across two theme parks, with a range of hotels, entertainment, retail and dining, both inside and outside the park gates. The project includes a new access road from the A2 to keep Resort traffic separate to local traffic, and supporting transport infrastructure.

## The planning process

The project is classified as a Nationally Significant Infrastructure Project (NSIP) under the Planning Act 2008. As such, LRCH is required to make an application for a Development Consent Order (DCO) to obtain planning permission to construct and operate the scheme.

We are currently in the pre-application stage of the process. We intend to submit our planning application by the end of 2020 and, provided it is granted, construction would begin in early 2022, and the Resort would open in 2024. The key stages of the DCO process are outlined in this document.

## Compulsory Acquisition and Compensation

The planning application will address all the works necessary for the Resort. In addition, the DCO will include powers to allow LRCH to compulsorily acquire the land and interests in land that are needed to construct and operate the Resort. It will also include powers to extinguish private rights, take temporary possession of land, undertake safeguarding works to buildings and survey and investigate land.

If your land is subject to Compulsory Acquisition powers (i.e. within the Order Limits boundary) then you may be entitled to compensation. In limited circumstances there may be a claim even where no land is taken from you.

LRCH wishes to do what it reasonably can to reduce the extent to which it will need to use Compulsory Acquisition powers and is therefore seeking to negotiate to acquire the land and interests in land that it needs and to agree terms for compensation, on a voluntary basis.

LRCH is already in discussion with a number of those likely to be affected, and their advisers, with a view to agreeing fair and reasonable terms. We are keen to speak to anyone who considers that they may be entitled to compensation in the event that the DCO is granted, with a view to agreeing fair and reasonable terms prior to resorting to Compulsory Acquisition powers.

Below and on the next page is a broad overview of entitlement to compensation under the Compulsory Acquisition system and how it is applied in various circumstances.

### Compensation when land is taken

Compensation in this case is based on the principle that overall you should be no worse off after the compulsory acquisition than you were before, and similarly you should be no better off.

Compensation can be claimed under the following categories:

- The value of the land taken. This is valued on the basis of its open market value, ignoring the effects of the proposed scheme under the DCO. It is valued by reference to recent comparable transactions and having made adjustments for differences in size, location and any other relevant factors.
- Compensation is also paid for 'severance and injurious affection', i.e. any proven reduction in the open market value of land you retain when only part of your land holding is acquired.
- Compensation for 'disturbance' is payable in respect of costs/losses incurred due to you being disturbed from your occupation of the property. In most cases this is only available to occupiers of a property although it can be payable for the reimbursement of reinvestment costs such as stamp duty etc. for investment owners.

### Compensation where no land is taken

A right to compensation may also arise in limited circumstances where no land is taken but when statutory powers are exercised. Compensation may be payable for a reduction in the value of your land caused by the execution (i.e. the construction) of the Resort and/or a reduction in the value of your land caused by the subsequent use of the Resort.

### Compensation for the adverse effects of the Proposed Development

The Resort may cause inconvenience and discomfort to people living in the area. This may be intense enough to entitle you to apply for mitigation measures to help reduce the impact of development works, e.g. noise insulation works for residential properties in the area.

## Professional advice and fees

If you think that any of the above circumstances may apply to you or your property, we encourage you to seek independent, professional advice from Compulsory Acquisition specialists who are also experienced in the DCO process as soon as possible to agree terms with you ahead of the statutory process.

As no Compulsory Acquisition powers yet exist there is no entitlement to the reimbursement of adviser fees. However, we strongly recommend you to instruct your chosen adviser to contact us to seek agreement up front on what fees can be reimbursed and when.

# What happens after the DCO application is submitted?



## 1 Acceptance

The acceptance stage begins when a developer submits a formal application for development consent to the Planning Inspectorate. There follows a period of up to 28 days (excluding the date of receipt of the application) for the Planning Inspectorate to decide whether or not the application meets the standards required to be formally accepted for examination.

28 Days



## 2 Pre-examination

At this stage, the public will be able to register with the Planning Inspectorate and provide a summary of their views of the application in writing. At pre-examination stage, everyone who has registered and made a relevant representation will be invited to attend a preliminary meeting run and chaired by an Inspector. This stage of the process takes approximately three months from the developer's formal notification and publicity of an accepted application.

Approx 3 Months



## 3 Examination

The Planning Inspectorate has six months to carry out the examination. During this stage, people who have registered to have their say are invited to provide more details of their views in writing. Careful consideration is given by the examining Inspectors to all the important and relevant matters, including the representations of all interested parties, any evidence submitted and answers provided to questions set out in writing and explained at hearings.

6 Months



## 4 Decision

The Planning Inspectorate must prepare a report on the application to the Secretary of State, including a recommendation, within three months after the end of the six month examination period. The Secretary of State then has a further three months to make the decision (in accordance with the statutory tests) on whether to grant or refuse development consent.

6 Months



## 5 Post-decision

Once a decision has been issued by the Secretary of State, there is a six week period in which the decision may be challenged in the High Court. This process of legal challenge is known as Judicial Review.

6 Weeks

### How are my rights affected by negotiating with LRCH at this stage?

Your rights are not affected. Negotiating with LRCH at this stage would be without prejudice to anyone's ability to make representations to the Planning Inspectorate in due course, in the event that terms are not agreed.



### THE LONDON RESORT PREMIUM 30% capped at £500,000

LRCH recognises that claimants may find it difficult to secure alternative accommodation both in the locality and also at similar entry level (rent / value) and is therefore prepared to make an enhanced proposal to qualifying claimants.

LRCH's proposal is based on the valuation principles set out by compulsory acquisition - in addition to Market Value and Disturbance, LRCH is proposing to replace basic loss (7.5% capped at £75,000) and occupier's loss (2.5% capped at £25,000) with The London Resort Premium of 30% of the claim, capped at £500,000 for each claim.

#### Hypothetical Case Study: Smudgeprint

Smudgeprint Ltd is a printing company on the Northfleet Estate occupying a 500 sq. m industrial unit. The client base is predominantly local but the company was recently appointed as the sole printer for 'outers' for Gnow-it, a prepared-food catering company; this new contract is worth £100,000 p.a. in terms of net profit to Smudgeprint.

Gnow-It operates on a 'just-in-time' basis where its requirements are emailed to Smudgeprint 48 hours before delivery is required. Smudgeprint will incur contractual penalties if delivery is not made on time and does not have space to build up any

stock of 'outers'. Smudgeprint has two Heidelberg printing presses. The printing presses will be down for two days whilst they are moved from Northfleet to Smudgeprint's new factory.

The Northfleet property is alarmed (both for fire and intruders) and networked for data and telephone. It has offices and shower / WC facilities which are of permanent construction and is also fitted out with two dark rooms, a chemical store and staff mess room. The property Smudgeprint is moving to is a modern, steel frame 'shed' construction building with no offices, toilets etc installed. Smudgeprint will have to install everything it requires.

Smudgeprint has been approached by London Resort Company Holdings ('LRCH'). In order to deliver the Resort, LRCH needs to acquire interests in the land owned and occupied by Smudgeprint and its neighbours.

LRCH is committed to compensate both owners and occupiers of land that needs to be purchased in order to deliver the Resort. LRCH has also committed to cover the reasonable costs for claimants such as Smudgeprint in obtaining professional advice from Chartered Surveyors with demonstrable experience in dealing with Compulsory Acquisition matters.

Worked example illustrating how the Premium would be applied for Smudgeprint.

Item	Description	Cost (£)	Compensation Code	Shortfall	Comment
1	Legal costs of new lease etc	7,500	7,500		
2	Stamp Duty on purchase of Newworks	7,500	7,500		
3	Commercial agent's fee – finding/ negotiating lease of new property	12,500	12,500		
4	New landlord's legal fees	5,000	5000		
5	Provision of internal three phase electrics, distribution boards etc to presses	10,000	10,000		
6	Provision of additional power sockets for normal power consumption	5,000		5000	Value for money
7	Reconfiguration of lighting system around presses	3,000	3000		
8	Provision of partitioned offices	25,000		25,000	Value for money
9	Provision of dark rooms	5,000	5000		
10	Provision of constructing chemical store in stand alone building in yard	5,000	5000		
11	Provision of showers/WC	1,500	750	750	Value for money
12	Provision of staff mess room	500	500		
13	Provision of foundations for presses	9,000	9000		
14	Arrangement fee for short term loan for fit out costs	250	250		
15	Cost of interest on fit out loan	2,500	2500		
16	Removal and re-erection Dexion type racking (£1,500) + purchase of additional racking to facilitate move to new property (£500).	2,000	2000		Racking cannot be moved until empty
17	General removal costs; two estimates - £3,000 and £4,000	3,000	3,000		
18	Removal and re-installation of two presses; two estimates – Heidelberg £10,000, Lift 'n Drop £3,000	10,000	10,000		Heidelberg guarantee that presses will work once moved
19	New fire and intruder alarm system	2,500	2,500		
20	New data network to provide 10 computer terminals	2,500	2,500		
21	Printing of replacements (to equivalent number at date of move) ie brochures, business cards etc	12,500	12,500		
22	Double overheads – one months' rent, insurance, business rates of new property during fit out	20,000	20,000		
23	Staff/Directors time incurred in the move	10,000	10,000		Evidence of loss
24	Loss of profit during press down-time whilst reinstallation takes place	5,000	5,000		
25	Surveyors fees for compensation advice	5,000	5,000		Fee basis agreed at outset
26	Loss of profit due to extra rent payable £6,000 pa x 4yp	24,000		24,000	Value for money
27	Occupier's Loss @ 2.5% or £25/m2		12,500	-12,500	Assume 500m2
28	<b>Total</b>	<b>195,750</b>	<b>153,500</b>	<b>42,250</b>	<b>SHORTFALL</b>
29	LRCH Additional payment	30%	46,050		
30	<b>GRAND TOTAL</b>	<b>195,750</b>	<b>199,550</b>	<b>3,800</b>	<b>SURPLUS</b>

## Further Information

For more information about the project, please visit the London Resort website:

More information on Compulsory Acquisition can be found at:

<https://www.gov.uk/government/publications/planning-act-2008-procedures-for-the-compulsory-acquisition-of-land>

For more information on the Planning Process, please visit the Planning Inspectorate's website:

<https://infrastructure.planninginspectorate.gov.uk/application-process/the-process/>

## Contact Us

LRCH welcomes contact from landowners and occupiers to discuss terms for acquisition by agreement.

If you would like a meeting to discuss your case please contact:

**Andrew Highwood**

For all other enquiries about the project or for further information:

🌐 Website:

☎ Telephone:

**0800 470 0043**

(Monday - Friday, 9am - 5.30pm)

@ Email:

**info@londonresortcompany.co.uk**

✉ Post:

**FREEPOST: LONDON RESORT  
CONSULTATION**

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## Appendix 4.0 – Briefing for Advisors Representing Claimants (2020)

# Land Acquisition ◆ The London Resort Premium

## BRIEFING FOR ADVISORS REPRESENTING CLAIMANTS

### 1 Introduction

- 1.1 The Development Consent Order (DCO) application for The London Resort will propose the use of powers for the compulsory acquisition of land and property interests. This is required to ensure that the site can be secured for the scheme as part of the decision making process.
- 1.2 The Department for Communities and Local Government (DCLG) issued guidance related to procedures for the compulsory acquisition of land in 2010 and revised guidance in 2013. This remains the current guidance from the Ministry of Housing, Communities and Local Government (MHCLG) in relation to the compulsory acquisition process.
- 1.3 It is the intention of London Resort Company Holdings (LRCH) to follow the guidance on compulsory acquisition and also to have regard for the guidance on compulsory purchase issued separately by MHCLG (and updated in 2019) where that is to the advantage of claimants.
- 1.4 LRCH also recognises that claimants may find it difficult to secure alternative accommodation both in the locality and also at a similar cost and therefore proposes making a voluntary enhanced proposal to claimants by way of a premium, the details of which are set out below.

### 2 The London Resort Premium

- 2.1 Subject to claimants following the 'Early Engagement' process set out below, Basic Loss (7.5%) up to £75,000 and/or Occupiers Loss (2.5%) up to £25,000 will be replaced with The London Resort Premium set at 30% of the claim, capped at £500,000.
- 2.2 Basic Loss and Occupiers Loss are only normally applied to the property element of the claim and in many circumstances the actual amount paid is very small. The London Resort Premium will be applied to the whole claim and so will always represent a significant proportion of the sum agreed.
- 2.3 For some occupiers the claim itself may be modest and so for any rate-paying claimant the minimum amount to be paid will be the current rateable value of their premises.
- 2.4 The Occupiers Loss is normally paid by reference to the area of the land and buildings where that is more than 2.5%. Although unlikely, where that method of calculation exceeds The London Resort Premium the higher sum will be paid.

- 2.5 We anticipate that some claimants aged 60 or above may wish to claim by reference to the value of their business goodwill. LRCH does not want to encourage business owners to extinguish their businesses and so that type of claim will be treated strictly in accordance with the Compensation Code without any enhancement.

### **3 Early Engagement**

- 3.1 LRCH is proposing to agree numbers now where information is available but, where those details are not available, work with estimates to be replaced with actual amounts when they are known. This approach will provide the claimant with certainty.
- 3.2 As part of our proposed collaborative approach we would expect the claimant to agree to grant early access to the property for survey purposes.
- 3.3 Once the numbers are agreed an Option Agreement will provide the mechanism for the acquisition process to begin following the grant of a DCO.
- 3.4 The Option will be for an initial period of 3 years, extendable for a further 2 years to ensure that the DCO has been secured for the Project.
- 3.5 In order to secure the Option a fee will be paid of either £10,000 or 5% of the price agreed up to a cap of £25,000, whichever is the greater, which is payable by LRCH to the claimant upon entering into the Option Agreement. Should LRCH need to extend the Option Agreement for the further 2 years, a further fee which is the same amount will be payable by LRCH to the claimant at the time the Option is extended.
- 3.6 LRCH encourages all claimants to take advice from professionals with relevant experience. Costs considered reasonable and necessary will be reimbursed and professionals are encouraged to contact LRCH in the first instance (and in advance of any costs being incurred) to agree how and when the fees will be met to avoid any disputes on fees at a later stage.
- 3.7 The option fee, and the further option fee, if paid, is to be non-returnable but would be treated as an advance on the resultant claim and therefore deducted from monies upon completion of the sale of the property.
- 3.8 When the Option is exercised the payments agreed will be reviewed by reference to the retail price index so that they remain current.
- 3.9 The claimant may reserve the right to review the claim by reference to the Compensation Code. This safety net will ensure that any change in circumstances occurring between the grant and exercise of the Option will be taken into account.

#### **4 Early Purchase**

- 4.1 Where a claimant can point to a good reason to move now LRCH will consider an early purchase but only where that can be justified. The Premium would not be applied as that is only offered to those who agree to proceed with the Option i.e. for properties to be acquired after the grant of the DCO.
- 4.2 Although a few claimants have asked us to discuss terms around an early acquisition, those have been resisted to date on the basis that we cannot see the justification of doing so in those cases.

#### **5 Statutory Blight**

- 5.1 When the DCO application is accepted for examination the Statutory Blight provisions apply to:
  - 5.1.1 Those who are owner occupiers with an interest in land which is either freehold or a tenancy with a term of years certain with 3 or more years remaining;
  - 5.1.2 Where the rateable value is £36,000 or less – (SI 2017 No 472);
  - 5.1.3 Claimants who have been in occupation for at least 6 months preceding serving their blight notice;

#### **6 Help with relocation**

- 6.1 We are working with the body Locate in Kent to facilitate the introduction of suitable relocation properties to business owners at the appropriate time .

**Savills ♦ November 2020**

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