



STATEMENT OF REASONS: 4.1

DECARBONISATION

Cory Decarbonisation Project

PINS Reference: EN010128

March 2024

Revision A

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ANNEXES

APPENDIX A

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1. INTRODUCTION

- 1.1.1. This Statement of Reasons relates to the Application by Cory Environmental Holdings Limited ('the Applicant') to the Secretary of State for Energy Security and Net Zero ('Secretary of State') under the Planning Act 2008 ('the PA2008') for powers to construct, operate, maintain and decommission the Applicant's Decarbonisation Project ('the Proposed Scheme').
- 1.1.2. The Proposed Scheme is to be linked with the River Thames and comprises the following key components, further detail is provided within **Chapter 2: Site and Proposed Scheme Description (Volume 1)** of the **Environmental Statement ('ES') (Document Reference 6.1)**:
- The Carbon Capture Plant(s) (including its associated Supporting Plant and Ancillary Infrastructure, and together referred to hereafter as the Carbon Capture Facility): the construction of infrastructure to capture a minimum of 95% of carbon dioxide ('CO₂') emissions from Riverside 1 and 95% of CO₂ emissions from Riverside 2 once operational, which is equivalent to approximately 1.3Mt CO₂ per year. The Carbon Capture Facility will be one of the largest carbon capture projects in the UK.
 - The Proposed Jetty: a new and dedicated export structure within the River Thames as required to export the CO₂ captured as part of the Carbon Capture Facility.
 - The Mitigation and Enhancement Area: land identified as part of the **Outline Landscape, Biodiversity, Access and Recreation Delivery Strategy ('LaBARDS') (Document Reference 7.9)** to provide improved access to open land, habitat mitigation, compensation and enhancement (including forming part of the drainage system and Biodiversity Net Gain delivery proposed for the Proposed Scheme) and planting. The Mitigation and Enhancement Area provides the opportunity to improve access to outdoor space and to extend the area managed as the Crossness Local Nature Reserve ('Crossness LNR').
 - Temporary Construction Compounds: areas to be used during the construction phases for activities including, but not limited to office space, warehouses, workshops, open air storage and car parking, as shown on the **Works Plans (Document Reference 2.3)**. These include the core Temporary Construction Compound, the western Temporary Construction Compound and the Proposed Jetty Temporary Construction Compound.
 - Utilities Connections and Site Access Works: The undergrounding of utilities required for the Proposed Scheme in Norman Road and the creation of new, or the improvement of existing, access points to the Carbon Capture Facility from Norman Road.
- 1.1.3. Together, the Carbon Capture Facility (including its associated Supporting Plant and Ancillary Infrastructure), the Proposed Jetty, the Mitigation and Enhancement Area,

the Temporary Construction Compounds and the Utilities Connections and Site Access Works are referred to as the 'Proposed Scheme'. The land upon which the Proposed Scheme is to be located is referred to as the 'Site' and the edge of this land referred to as the 'Site Boundary'. The Site Boundary represents the Order limits for the Proposed Scheme as shown on the **Works Plans (Document Reference 2.3)**.

- 1.1.4. This Statement is required because the Applicant is seeking powers to:
- acquire land compulsorily;
 - create and compulsorily acquire new rights over land and impose restrictive covenants; and
 - extinguish and override existing rights over land.
- 1.1.5. It is necessary for the decision maker in respect of the Application to be satisfied that there is a compelling case in the public interest for the inclusion of powers of compulsory acquisition in the Development Consent Order ('DCO'). The purpose of this Statement is to describe the powers of acquisition being sought by the Applicant and to demonstrate that there is a compelling case in the public interest for those powers to be granted.
- 1.1.6. This Statement is one of a number of documents required to support the Application submitted to the Secretary of State. It supplements and should be read alongside the following documents relating to the compulsory acquisition powers:
- the **Funding Statement (Document Reference 4.2)**, which explains how the proposals contained in the **draft DCO (Document Reference 3.1)** will be funded;
 - the **Land Plans (Document Reference 2.2)**, showing the land required for the Proposed Scheme; and
 - the **Book of Reference (Document Reference 4.3)**, identifying the persons with an interest in land affected by the Proposed Scheme.
- 1.1.7. This Statement has been prepared in accordance with Regulation 5(2)(h) of The Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009 and 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 (September 2013). Although not directly relevant to DCOs, the Department for Levelling Up, Housing and Communities 'Guidance on the compulsory purchase process and the Crichel Down Rules' (July 2019) has also been considered in the development of this Statement.
- 1.1.8. The structure of this Statement is as follows:
- Chapter 2 describes the Proposed Scheme.
 - Chapter 3 describes the Order land which is subject to the powers of acquisition in the **draft DCO (Document Reference 3.1)**.

- Chapter 4 describes the scope of powers sought by the Applicant by reference to the **draft DCO (Document Reference 3.1)**.
- Chapter 5 explains the purposes for which the powers for the acquisition and use of land are being sought.
- Chapter 6 provides the justification for the powers of compulsory acquisition being sought. It also describes the alternatives to compulsory acquisition which have been considered and explains the availability of funding for compensation.
- Chapter 7 explains how the Applicant has sought to engage with landowners and negotiate to acquire the relevant land by agreement.
- Chapter 8 describes any special considerations affecting the Order land and any additional consents or licences which are required for the Proposed Scheme.
- Chapter 9 explains the Applicant's compliance with human rights legislation relevant to the determination of the Application.
- Chapter 10 provides further information which may be of interest to landowners and other persons affected by the Proposed Scheme.
- Chapter 11 provides the conclusion.

1.1.9. This Statement should be read alongside the **Schedule of Negotiations and Powers Sought (Document Reference 4.4)** which sets out the purposes for which each plot of land shown on the Land Plans is required and records the negotiations that have been undertaken with the holders of interests in those plots.

2. DESCRIPTION OF THE PROPOSED SCHEME

2.1. INTRODUCTION

- 2.1.1. The Applicant is applying to the Secretary of State under the PA2008 for powers to construct, commission, operate, and maintain the Proposed Scheme. By virtue of a Section 35 Direction by the Secretary of State, the Proposed Scheme is considered a Project of National Significance, thereby bringing it under the PA2008 regime and for which development consent is therefore required to authorise its construction, operation, maintenance and decommissioning.
- 2.1.2. The main elements of the Proposed Scheme are described below; **Chapter 2 of the ES (Document Reference 6.1)** provides further detail and a full description of the Proposed Scheme.

2.2. THE PROPOSED SCHEME

- 2.2.1. The Applicant intends to construct the vast majority of the Proposed Scheme's built form on land to the west of Norman Road (situated in Belvedere in the London Borough of Bexley ('LBB')) and due south of the Applicant's existing energy from waste ('EfW') facilities, Riverside 1, and once operational, Riverside 2. The Proposed Scheme will also comprise a new jetty and access trestle to transfer liquid carbon dioxide onto watercraft for onward transport and offshore, below-ground, sequestration. The Applicant intends to construct this new river-based infrastructure to the north east of its existing Riverside 1 facility.
- 2.2.2. The main elements of the Proposed Scheme are as follows:
- a. **Carbon Capture Facility:** provision of post combustion carbon capture plant(s) and technology to capture CO₂ from Riverside 1 and (once operational) Riverside 2, comprising:
 - Flue-Gas Pre-Treatment;
 - Absorber Column(s) and Stack(s);
 - Back Pressure Turbine and Generator;
 - Solvent Regeneration System;
 - Rich Solvent/Lean Solvent Heat Exchanger; and
 - Solvent Storage.
 - b. **CO₂ Processing Plant(s) and Storage Vessels:** providing for compression, dehydration, liquefaction, and CO₂ vents as well as onshore buffer storage and boil off gas processing.
 - c. **Heat Transfer System:** to recover heat from the carbon capture process and transfer this to a district heating network.

- d. **Cooling System:** used to cool the CO₂-lean solvent prior to the Absorber Column;
- e. **Interconnecting LCO₂ pipework and utilities from the Carbon Capture Plant(s) to the Proposed Jetty:** transporting the captured CO₂ from the storage area to the Proposed Jetty;
- f. **Chemical Storage and Distribution Handling Facilities:** to process the amine-based solvent required for both Carbon Capture Facility and Water Treat Plant.
- g. **Water Treatment Plant:** to provide process water for the evaporative cooling, wash water and chemical make-up systems.
- h. **Wastewater Treatment Plant:** to either treat and recycle backwash water into the cooling water supply or treat wastewater prior to discharge into the foul sewer network.
- i. **Gatehouse, Control Room, Welfare, Stores and Workshop:** to support the operation of the Proposed Scheme.
- j. **The Proposed Jetty:** a new and dedicated export jetty (inclusive of piping and utilities connections, loading platform, breasting dolphins, mooring dolphins, access trestle and catwalks) in the River Thames to export liquid CO₂.
- k. **Water supply tanks:** to store water overnight and reduce water supply demand.
- l. **Temporary Construction Compounds and Laydown:** to facilitate construction of the Carbon Capture Facility and its supporting and ancillary plant(s) and infrastructure, and the Proposed Jetty including but not limited to office space, warehouses, workshops, open air storage and car parking as shown on the **Works Plans (Document Reference 2.3)**. These include the core Temporary Construction Compound, the western Temporary Construction Compound and the Proposed Jetty Temporary Construction Compound.

2.2.3. The Proposed Scheme will also require and comprise modification and interconnection with Riverside 1 and (once operational) Riverside 2, consisting of the following elements:

- **Flue Gas Supply Ductwork:** to provide new connections for Riverside 1 and Riverside 2 to route the respective facilities' flue gas via new ducting to the Carbon Capture Facility;
- **Process Steam and Condensate:** new connections to extract steam from Riverside 1 and (once operational) Riverside 2 to facilitate the CO₂ capture process and return to both facilities as condensate; and
- **Electrical Connections:** to provide power for the Proposed Scheme from the Riverside 1 and (once operational) Riverside 2 operations.

- 2.2.4. The Applicant further intends for the Proposed Scheme to deliver a Mitigation and Enhancement Area, providing for improved access to open land, habitat mitigation, compensation and enhancement, and planting, through a selection of the following measures (further outlined in the **Outline LaBARDS (Document Reference 7.9)**):
- creation of new floodplain grazing marsh and improvement of existing grazing marsh habitat from Poor condition to Moderate condition within Norman Road Field, secured through improved ground wetting delivered via treated and diverted operational site drainage into improved grazing marsh ditches and new ditches with water level controls;
 - establishment of new ditch and reedbed habitat and enhancement of 0.2km of existing ditch habitat from Poor to Moderate condition through changes to management and planting as necessary;
 - establishment of new neutral grassland habitat of Moderate condition and enhancement of neutral grassland from Poor to Moderate condition through seeding and management;
 - establishment of ditch and reedbed replacement habitat for water voles, secured pursuant to licensing;
 - establishment of supporting habitat for protected and notable species including: bats; foraging and commuting habitat; breeding birds; nesting habitat; wintering birds; foraging habitat; and habitat for reptiles and invertebrates;
 - new areas of tree planting and enhancement of existing woodland habitat from Poor to Moderate condition along the A2016 Eastern Way / Picardy Manorway through implementation of a woodland management regime;
 - management of ditches and water courses to improve aquatic planting species diversity;
 - control of American Mink through survey and trapping to support water vole populations;
 - the creation of a landscape buffer along the boundaries of the Proposed Scheme to minimise any potential visual effects;
 - a permanent diversion of public footpath FP2 within the landscape buffer to minimise the view of the Proposed Scheme for users of this footpath;
 - incorporating additional tree planting within the grazing marsh to provide screening to operational equipment;
 - delivery of enhanced ecological value through a minimum of 10% Biodiversity Net Gain;
 - establishing a generous new entrance to Norman Road Field (including visitor car park and cycle parking provision) and the proposed expanded Crossness Local Nature Reserve at the southern end of Norman Road;

- establishing new footpath connections; and
- improvement in the quality of the public realm and provision of wayfinding and visitor and education facilities as part of an expanded Crossness LNR.

3. DESCRIPTION OF THE ORDER LAND

3.1. INTRODUCTION

3.1.1. This chapter describes the land which is proposed to be subject to the compulsory acquisition powers that are sought in the **draft DCO (Document Reference 3.1)**. The land is shown within the Order limits 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 2.3)**. Short descriptions of each numbered plot shown on the **Land Plans (Document Reference 2.2)** together with details of ownership are set out in the **Book of Reference at Part 1 (Document Reference 4.3)**.

3.2. LOCATION

3.2.1. The Proposed Scheme is located within the administrative area of LBB, on Norman Road in Belvedere. The river-based elements of the Proposed Scheme are located within the River Thames.

3.2.2. The Applicant has determined the location for the Proposed Scheme following a robust and rigorous optioneering process that has considered all relevant policy, environmental, land and operational constraints within the physical context of the local area. This process is reported on in full through the **Terrestrial Site Alternatives Report (TSAR) (Document Reference 7.5)**, the **Jetty Site Alternatives Report (JSAR) (Document Reference 7.6)**, **Chapter 3** of the **ES (Document Reference 6.1)**, and the **Design Approach Document (DAD) (Document Reference 5.6)**. This is explained further in Chapter 5 and Chapter 6 of this Statement.

3.3. EXISTING LAND USES

3.3.1. The northern area of the Order limits is the Applicant's existing Riverside 1 EfW facility and Riverside 2 EfW facility (currently under construction), the England Coast Path, and the River Thames. Further north, on the opposite bank of the river is an area characterised by manufacturing land uses, including the Ford Motor Company facility, with associated river-based infrastructure, car and lorry parking.

3.3.2. The western area of the Order limits is the Crossness LNR and a sluice gate, beyond which (approximately 60m away) is the Crossness Sewage Treatment Works ('Crossness STW') and (situated within the Order limits) the Environment Agency's ('EA') Great Breach Pumping Station. With a size of approximately 25.5 hectares the Crossness LNR forms part of the Erith Marshes Site of Importance for Nature Conservation ('SINC') and contains numerous ditches, watercourses, ponds, and protected species including Water Voles. The site is owned and managed by Thames Water Utilities Limited ('Thames Water').

3.3.3. To the east of the Order limits is land forming part of the Belvedere Strategic Industrial Location ('SIL') and consists almost entirely of developed out industrial

premises. The closest premises are a modern warehouse facility let to Iron Mountain (UK) Limited and both Lidl and ASDA's Belvedere Regional Distribution Centres.

- 3.3.4. The southern area of the Order limits comprises a mix of land uses, between the Crossness LNR, Erith Marshes SINC, Metropolitan Open Land ('MOL') Southeast London Green Chain and land allocated as SIL. Much of the land allocated as SIL is currently let to a group company of the Applicant, permitted for use within Classes B1 or B8 and/or temporary construction, laydown, fabrication, welfare and parking to facilitate the delivery of Riverside 2. Part of the land is occupied by an existing joinery business (although the Applicant understands that no manufacturing takes place on these premises). An access road connecting Norman Road with the Crossness STW, the grazing paddocks forming part of the Crossness LNR, and the Great Breach Pumping Station is also situated in this area and which may require diversion.

3.4. PUBLIC RIGHTS OF WAY TO BE TEMPORARILY STOPPED UP

- 3.4.1. During the construction of the Proposed Scheme, certain Public Rights of Way will need to be temporarily stopped up or restricted under article 14 and Schedule 6 of the **draft DCO (Document Reference 3.1)**, as listed in Table 1 below, and as shown on the **Access and Rights of Way Plans (Document Reference 2.4)**.
- 3.4.2. The temporary prohibitions and restrictions in Table 1 have been assessed in **Chapter 14 of the ES (Document Reference 6.1)** and measures have been included in the **Outline Code of Construction Practice (Document Reference 7.4)** to ensure impacts are minimised, with diversion routes to be agreed with LBB.

Table 1. Public Rights of Way to be temporarily stopped up or restricted

Local Authority	Public Right of Way
London Borough of Bexley	Footpath 2
London Borough of Bexley	Footpath 3
London Borough of Bexley	Footpath 4

3.5. PUBLIC RIGHT OF WAY TO BE PERMANENTLY STOPPED UP AND CREATED

- 3.5.1. In order to construct and operate the Proposed Scheme, Public Right of Way Footpath 2 will also be permanently stopped up and diverted under article 15 of the **draft DCO (Document Reference 3.1)** to provide for a suitable set off from the finalised design of the Carbon Capture Facility. This may not necessarily be the same route as any temporary diversion of this route undertaken during the construction phase.

- 3.5.2. This permanent stopping up and diversion has been assessed in **Chapter 14** of the **ES (Document Reference 6.1)** and is shown on the **Access and Rights of Way Plan (Document Reference 2.4)**.
- 3.5.3. The diverted route will be agreed with LBB alongside its approval of the detailed **Landscape, Access, Biodiversity and Recreation Strategy**, to ensure a comprehensive joined-up approach to access and recreation in and around the completed Proposed Scheme. This includes:
- the creation of two new public rights of way as shown on the **Access and Rights of Way Plan (Document Reference 2.4)**;
 - the creation of permissive paths and raised walkways in the Mitigation and Enhancement Area; and
 - a contribution to be made to off-site access improvements.

4. SCOPE OF POWERS SOUGHT

4.1. INTRODUCTION

- 4.1.1. This chapter sets out the powers being sought in the **draft DCO (Document Reference 3.1)** to enable the permanent acquisition of land, and of rights (including restrictive covenants) over and under land needed for the construction, operation and maintenance of the Proposed Scheme, as well as the possession and use of land on a temporary basis to facilitate the carrying out and construction of and maintenance of the Proposed Scheme.
- 4.1.2. If development consent is granted for the Proposed Scheme, the DCO will include powers which would affect land on both a permanent and temporary basis. These powers are necessary to enable the Applicant to construct the Proposed Scheme for its subsequent operation and maintenance. The powers sought would also enable the Applicant to protect the Proposed Scheme, to mitigate the impacts of the Proposed Scheme where necessary, and to ensure that access could be taken as necessary to facilitate the construction, operation and maintenance of the Proposed Scheme.
- 4.1.3. The exercise of the powers to compulsorily acquire land, to compulsorily acquire new rights over land and extinguish and override existing rights over land, or to temporarily use land would only be possible within the Order limits, which is shown by the red line on the **Land Plans (Document Reference 2.2)**.

4.2. POWERS TO ACQUIRE LAND COMPULSORILY

- 4.2.1. The main powers authorising the compulsory acquisition of land, or of interests in and/or rights over land, are contained in article 26 (compulsory acquisition of land) and 28 (compulsory acquisition of rights) of the **draft DCO (Document Reference 3.1)**. Other compulsory acquisition powers are sought in the **draft DCO (Document Reference 3.1)** and these similarly relate to land and may interfere with property rights and interests. The scope of these powers is set out below.
- 4.2.2. **Article 26 – Compulsory acquisition of land:** this article, in line with section 122 of the PA2008, would provide the Applicant with the power to acquire so much of the Order land as is required for the Proposed Scheme, or such land as is required to facilitate it or is incidental to the Proposed Scheme. This land is shown shaded pink on the **Land Plans (Document Reference 2.2)**. The purposes for which this power is sought in respect of each plot of land are set out in the **Schedule of Negotiations and Powers Sought (Document Reference 4.4)** and relate primarily to the land required for the Carbon Capture Facility, the Mitigation and Enhancement Area and the Proposed Jetty.
- 4.2.3. **Article 29 – Acquisition of subsoil or airspace only:** this article would enable the Applicant to acquire so much of, or such rights in, the subsoil of or the airspace over the Order land that is required for the Proposed Scheme, or that which is required to facilitate it or is incidental to the Proposed Scheme, instead of acquiring all interests

and rights in the land. This provides flexibility to enable less onerous powers to be taken if this proved possible at the detailed design stage.

4.3. POWERS TO COMPULSORILY ACQUIRE RIGHTS Over Land

- 4.3.1. **Article 28 – Compulsory acquisition of rights:** this article would permit the Applicant to create and acquire new rights over land; such rights would be exercisable on a permanent basis. This article would also give the Applicant the power to impose restrictive covenants on land. The scope of this article would give the Applicant the power to, for plots that it could otherwise acquire under article 26 (i.e. those coloured pink on the **Land Plans (Document Reference 2.2)**), instead acquire rights and/or impose restrictive covenants as the Applicant requires for any purpose related to the Proposed Scheme. This allows for a lesser imposition of powers than full acquisition.
- 4.3.2. The article also refers to Schedule 8 of the **draft DCO (Document Reference 3.1)** which lists the plots of land over which the Applicant's powers of compulsory acquisition are limited to the acquisition of existing rights and the benefit of restrictive covenants over land and the creation and acquisition of new rights and the imposition of new restrictive covenants. The nature of the rights and restrictive covenants sought to be acquired/imposed over each plot is described in Schedule 8 of the **draft DCO (Document Reference 3.1)**.
- 4.3.3. **Article 34 – Rights over or under streets:** this article would permit the Applicant to use so much of the subsoil of, or under, or the airspace over any street where required to facilitate the construction of the works authorised by the DCO. The power conferred by this article would not extend to a subway or an underground building, or to cellars or similar structures forming part of a building fronting the street but its exercise would nevertheless constitute an interference with property rights.
- 4.3.4. On the **Land Plans (Document Reference 2.2)**, the land over which it is proposed to compulsorily acquire new rights and impose new restrictive covenants is shaded blue.

4.4. POWERS TO USE AND POSSESS LAND TEMPORARILY

- 4.4.1. **Article 35 – Temporary use of land for carrying out the authorised development:** this article would enable the Applicant to take temporary possession of the land specified in Schedule 10 of the **draft DCO (Document Reference 3.1)** (and no other powers), and would further apply to any other land included within the Order limits (i.e. land in which the powers of compulsory acquisition apply, and over which it is proposed to compulsorily acquire new rights and impose restrictive covenants), provided that the Applicant has not already made a declaration to vest the land in itself or served a notice of entry.
- 4.4.2. The latter ability means that the Applicant would be able to utilise its temporary possession powers first, finalise its design within the limits of deviation and parameters controlled by the **draft DCO (Document Reference 3.1)** and then use its

acquisition powers to reflect the finalised design. This prevents ‘over-acquisition’ needing to take place from the outset of the Proposed Scheme.

- 4.4.3. Article 35 would permit the Applicant, whilst using and possessing land temporarily, to:
- remove any buildings, structures, fences, debris and vegetation from the land;
 - construct temporary works, including the provision of means of access, and buildings on the land; and
 - construct any works, including mitigation works, specified in Schedule 1 of the **draft DCO (Document Reference 3.1)** in relation to that land.
- 4.4.4. Under article 35(3) the Applicant would not be permitted, without the agreement of the owners of the land, to remain in temporary possession of any land under article 35(1)(a)(i) for more than a year following the date of final commissioning of the Proposed Scheme, nor to remain in temporary possession of any land under article 35(1)(a)(ii) for more than a year following the date of final commissioning of the Proposed Scheme unless the Applicant has, before the end of that period, served a notice of entry, made a general vesting declaration, or has otherwise acquired the land subject to temporary possession.
- 4.4.5. The effect of article 35(4) is to ensure that before giving up temporary possession of any land, the Applicant would be obliged to remove all temporary works and to restore the land to the reasonable satisfaction of the owners of the land. However, this restoration obligation would not require the Applicant to replace a building or any debris removed under article 35, nor would it require the restoration of land on which permanent works had been constructed (where the land was possessed temporarily in the first instance).
- 4.4.6. On the **Land Plans (Document Reference 2.2)**, the land which is proposed to be possessed and used temporarily is shaded yellow.
- 4.4.7. **Article 36 - Temporary use of land for maintaining the authorised development:** this article would enable the Applicant to take temporary possession of any land within the Order limits at any time during the maintenance period if possession is reasonably required for the purpose of maintaining the Proposed Scheme, for the purpose of gaining such as access for the purpose of maintaining the Proposed Scheme, and to construct temporary works and buildings on the land that is reasonably necessary for those purposes.
- 4.4.8. For the purposes of article 36 the maintenance period is the period of 5 years beginning with the date of final commissioning of the Proposed Scheme.
- 4.4.9. Article 36 would not permit the Applicant to take temporary possession of a house, or a garden belonging to a house, or any building (other than a house) if it is occupied.
- 4.4.10. The Applicant would only be authorised to remain in temporary possession of land under article 36 for so long as reasonably necessary to carry out the maintenance of

the part of the Proposed Scheme for which temporary possession of the land was taken.

- 4.4.11. Before giving up possession of the land of which temporary possession is taken the Applicant would be required to remove all temporary works on the land and restore it to the reasonable satisfaction of the owners of the land.

4.5. POWERS TO SUSPEND OR EXTINGUISH RIGHTS

- 4.5.1. **Article 30 – Private rights:** the effect of this article is such that:

- all private rights and restrictive covenants over land subject to compulsory acquisition would be extinguished from the date of acquisition (whether compulsorily or by agreement), on the date of entry on the land by the Applicant following a notice of entry, or the commencement of any activity authorised by the **draft DCO (Document Reference 3.1)** which interferes with or breaches those rights;
- all private rights and restrictive covenants over land subject to the compulsory acquisition of rights or the imposition of restrictive covenants under the **draft DCO (Document Reference 3.1)** would be suspended and unenforceable or, where the owner of such rights or the person have the benefit of such restrictive covenants is notified by the undertaker, extinguished to the extent that these would be inconsistent with the rights acquired or restrictive covenants imposed by the Applicant, from the earlier of the date the Applicant acquires the right or imposes the restrictive covenant (whether compulsorily or by agreement), or the date of entry on the land by the Applicant pursuant to the acquired rights; and
- all private rights or restrictive covenants over land of which the Applicant takes temporary possession under the **draft DCO (Document Reference 3.1)** would be suspended and unenforceable for as long as the Applicant remains in lawful possession of the land and so far as their continuance would be inconsistent with the exercise of the temporary possession of that land.

- 4.5.2. Article 30 would not apply in relation to any right or apparatus to which section 138 (extinguishment of rights, and removal of apparatus, of statutory undertakers etc.) of the PA2008 or article 37 (statutory undertakers) applies, nor any right or restrictive covenant held by Riverside Resource Recovery Limited, an associated company of the Applicant which operates Riverside 1, Riverside Energy Park Limited, an associated company of the Applicant which will operate Riverside 2, and the Western Riverside Waste Authority, which has an interest in Riverside 1. These exceptions are put in place to ensure that the Order does not inadvertently adversely affect the operation of those facilities.

- 4.5.3. Article 30 would have effect subject to any notice being given under article 30(7) by the Applicant stating that any or all of articles 30(1) – (4) do not apply.

4.5.4. This article enables the undertaker to take land with a clear, unencumbered title, thereby minimising impediments to the delivery of the Proposed Scheme.

4.6. OTHER RIGHTS AND POWERS

4.6.1. The following articles (in addition to those mentioned above) in the **draft DCO (Document Reference 3.1)** would all provide powers to enable the Applicant to construct, operate and maintain the Proposed Scheme.

4.6.2. **Article 11 – Street works:** this article would confer authority on the Applicant to interfere with and execute works in or under any streets for the purposes of the Proposed Scheme as listed in Schedule 4 of the **draft DCO (Document Reference 3.1)**. These are particularly required to enable utility connections to the Proposed Scheme, including to the district heating network.

4.6.3. **Article 12 – Power to alter layout, etc., of streets:** this article would confer authority on the Applicant to alter the layout or construct any works in the street as specified in Schedule 5 of the **draft DCO (Document Reference 3.1)**, and more generally for the purposes of constructing, operating, and maintaining the Proposed Scheme, alter the layout of any street (by altering the level of increasing the width of any kerb, footway, cycle track or verge, and make and maintain passing places). The works set out in Schedule 5 of the **draft DCO (Document Reference 3.1)** are works to enable accesses to be built into the Proposed Scheme from Norman Road

4.6.4. **Article 13 – Permanent stopping up of specified street and private means of access:** this article would permit the Applicant in connection with the construction of the Proposed Scheme to stop up the street and private means of access shown on the **Access and Rights of Way Plans (Document Reference 2.4)** and specified in Schedule 6 of the **draft DCO (Document Reference 3.1)**, being the access road to Crossness STW. Where a street or private means of access has been stopped up under this article, it would also have the effect of extinguishing all rights of way over or along it. This article would limit the Applicant's ability to permanently stop up the street or private means of access until the new street and private means of access to be constructed and substituted for it has been opened for use. These provisions need to be seen alongside the Protective Provisions for the benefit of Thames Water contained in Schedule 10 of the **draft DCO (Document Reference 3.1)**, which require their agreement to the diversion of this access road. This will enable the diverted access road to best fit alongside the Applicant's proposals for the Carbon Capture Facility and the Mitigation and Enhancement Area.

4.6.5. **Article 14 – Temporary prohibition or restriction of use of streets and public rights of way:** this article would permit the Applicant to temporarily stop up, alter, divert or restrict the use of streets or public rights of way set out in Schedule 7 of the **draft DCO (Document Reference 3.1)** for the purposes of the development, whilst ensuring that access to premises abutting a street or public right of way affected by this article is maintained for non-motorised users. This power is restricted to taking place only when a final Code of Construction Practice for the part of the Proposed

Scheme where the closure is to take place has been approved by LBB. This will include mitigation measures and diversion routes (if required), building on the principles set out in the **Outline Code of Construction Practice (Document Reference 7.4)**.

- 4.6.6. **Article 15 – Permanent closure and diversion of, and creation public rights of way:** this article would permit the Applicant, in connection with the Proposed Scheme, to permanently stop up Footpath 2, having first provided a substitute public right of way along a route to be agreed with LBB. This article would also permit the Applicant to construct new public rights of way between points specified on the **Access and Rights of Way Plans (Document Reference 2.4)**.
- 4.6.7. **Article 16 – Access to the authorised development:** this article would give the Applicant the power to form and lay out such permanent and temporary means of access as is reasonably required for the purposes of the Proposed Scheme and specifically at the locations set out in this article.
- 4.6.8. **Article 19 – Discharge of Water:** this article sets out the circumstances in which the Applicant would be entitled to discharge water into a watercourse, public sewer or drain in connection with the construction, operation and maintenance of the Proposed Scheme.
- 4.6.9. **Article 20 – Authority to survey and investigate land:** this article would give the Applicant the power, on at least 14 days' notice, to enter on any land shown within the Order limits or on any land which may be affected by the Proposed Scheme to survey and investigate it, to make trial holes on the land and remove soil samples, to carry out ecological or archaeological investigations, and place on, leave on and remove apparatus used in connection with the survey and investigation of the land and the making of trial holes.
- 4.6.10. **Article 21 – Protective works to buildings:** this article would provide the Applicant the power to, at its own expense, carry out such protective works to any building or structure lying within the Order limits as it considers necessary or expedient. As this power is limited to building or structures, the Applicant has also included powers over plots within the Order limits (subject to temporary possession only) to enable the Applicant to carry out protective works to land (such as ditches) to ensure that impacts of the Proposed Scheme are minimised.
- 4.6.11. **Article 22 – Felling or lopping of trees:** this article would permit the Applicant to fell, lop, or have the roots cut back of any tree or shrub that is reasonably considered necessary to prevent the tree or shrub obstructing the construction, operation or maintenance of the Proposed Scheme, endangering anyone using the Proposed Scheme, or interfering with the passage of construction vehicles for the purposes of construction of the Proposed Scheme.
- 4.6.12. **Article 24 – Oversailing rights:** the article would permit the Applicant to oversail any booms, cranes or similar or associated plant or machinery over land within or adjacent to the Order limits (whether or not such adjacent land is inside or outside the

Order limits) in connection with the construction, operation, maintenance and decommissioning of the Proposed Scheme. Should any adjacent land be outside the Order limits then this article would impose an obligation on the Applicant to provide at least 14 days' notice before oversailing any such land and pay compensation for any damage caused.

- 4.6.13. **Article 25 – Powers to dredge:** this article provides authority for the Applicant (subject to the limits of deviation) to dredge, deepen, scour, cleanse, alter and improve the river bed and foreshore of the River Thames within any part of the Order limits, that may be required for the purposes of constructing, operating and maintaining the Proposed Scheme.
- 4.6.14. **Article 31 – Power to override easements and other rights:** this article would permit the Applicant to override easements and other rights such that the land vested in the Applicant would be discharged from all rights, trusts and incidents to which it was previously subject at the point of vesting, together with the benefit of restrictive covenants and instances where land subject to third party rights is acquired by agreement rather than through compulsory acquisition.

5. PURPOSE FOR WHICH THE COMPULSORY ACQUISITION AND TEMPORARY POSSESSION POWERS ARE SOUGHT

5.1. OVERALL PURPOSE FOR SEEKING POWERS OF COMPULSORY ACQUISITION AND TEMPORARY POSSESSION

5.1.1. In broad terms, the purpose for which compulsory acquisition and temporary possession powers are sought is to enable the Applicant to construct, operate, maintain, and decommission the Proposed Scheme. The need for the Proposed Scheme and its delivery at the Site is explained in Chapter 6 of this Statement, the **Planning Statement (Document Reference 5.2)**, and the **Project Benefits Report (Document Reference 5.4)**. For that purpose, it is necessary for the DCO to include a range of compulsory acquisition-related powers.

5.1.2. Without the powers to compulsorily acquire the rights and interests in land set out on a plot by plot basis in **the Schedule of Negotiations and Powers Sought (Document Reference 4.4)**, there would be insufficient certainty about the Applicant's ability to deliver the Proposed Scheme within the necessary timescales. The Applicant therefore requires powers of compulsory acquisition and temporary possession (together with the other rights and powers described in Chapter 4 of this Statement) to be included in the **draft DCO (Document Reference 3.1)**, notwithstanding its efforts (both historical and on-going) to acquire the necessary interests in land and rights over land by agreement (as detailed in **the Schedule of Negotiations and Powers Sought (Document Reference 4.4)**).

5.2. COMPULSORY ACQUISITION OF LAND

5.2.1. The land over which full compulsory acquisition powers are sought in respect of the freehold interest in land is shown shaded pink on the **Land Plans (Document Reference 2.2)**. Article 26 of the **draft DCO (Document Reference 3.1)** is intended to confer the authority on the Applicant to exercise such compulsory acquisition powers. This land which is intended to be subject to full compulsory acquisition powers under article 26 is required for the construction, operation and maintenance of the key development zones for the Proposed Scheme referenced as Work Numbers 1 (the Carbon Capture Facility), 4 (the Proposed Jetty and associated works) and 7 (the Mitigation and Enhancement Area) as described in Schedule 1 of the **draft DCO (Document Reference 3.1)**.

5.2.2. This land includes elements of the Crossness LNR and the employment land to the west of Norman Road in Belvedere, and an area of riverbed and foreshore to the northeast of Riverside 1 and Riverside 2, the ownership of which is described in the **Book of Reference (Document Reference 4.3)**. The land is subject to compulsory acquisition powers to ensure that there is no impediment to the delivery of the core elements of the Proposed Scheme and the mitigation and enhancement measures that the Applicant is required by the **draft DCO (Document Reference 3.1)** to deliver.

5.2.3. The Applicant has a clear view of how it proposes to use the land that is subject to the power of acquisition under article 26. The **Schedule of Negotiations and Powers Sought (Document Reference 4.4)** describes, for each plot which is proposed to be subject to article 26, the specific works that would be authorised by the **draft DCO (Document Reference 3.1)** which are intended to be constructed on each plot. These details reflect the extent of the areas shown on the **Works Plans (Document Reference 2.3)** (the limits of deviation) within which each of the Work Numbers that would be authorised by the **draft DCO (Document Reference 3.1)** must be constructed. These areas reflect the current stage of design for the Proposed Scheme, and although provide some flexibility as to the precise location of the individual elements, the general location of each are not intended to be altered.

5.3. COMPULSORY ACQUISITION OF RIGHTS

- 5.3.1. The land over which the Applicant is seeking powers to compulsorily acquire rights and impose restrictive covenants is shown shaded blue on the **Land Plans (Document Reference 2.2)**.
- 5.3.2. Article 28 of the **draft DCO (Document Reference 3.1)** is intended to confer the authority on the Applicant to exercise such powers, which is required in respect of Work Numbers 2 (interconnections with Riverside 1 and Riverside 2), 3 (utilities and site access works) and 5 (LCO₂ connection to the Proposed Jetty and to facilitate maintenance of the Proposed Jetty).
- 5.3.3. The rights and restrictive covenants sought in respect of each plot which is subject to the power in article 28 are described in Schedule 8 of the **draft DCO (Document Reference 3.1)** (as well as the **Schedule of Negotiations and Powers Sought (Document Reference 4.4)**) and can be summarised as:
- access rights to facilitate access to the Carbon Capture Facility from Norman Road, and the protection of those accesses;
 - utilities rights to undertake works to utilities (both existing and creating new) within Norman Road and to protect them;
 - connection rights to facilitate the various connections between the Carbon Capture Facility and Riverside 1 and Riverside 2, which are critical to the operation of the Proposed Scheme and the protection of those connections;
 - LCO₂ pipeline rights to facilitate the construction, maintenance and protection of those pipelines;
 - maintenance access rights, to enable the Applicant to utilise the private access road adjacent to Norman Road to access the land adjacent to the Proposed Jetty and to maintain it in the future; and
 - maintenance rights, over the land adjacent to the Proposed Jetty, to enable those maintenance activities to take place.

- 5.3.4. Schedule 8 describes which of these types of rights (in some cases more than one type), is required for each blue plot on the **Land Plans (Document Reference 2.2)**.

5.4. POWER TO TAKE TEMPORARY POSSESSION

- 5.4.1. The land over which the Applicant is seeking a power to take temporary possession for the purposes of constructing the works that would be authorised by the **draft DCO (Document Reference 3.1)** is shown shaded yellow on the **Land Plans (Document Reference 2.2)**. Article 35 of the **draft DCO (Document Reference 3.1)** is intended to confer the authority on the Applicant to exercise such temporary possession powers.
- 5.4.2. This land of which the Applicant can only take temporary possession is identified in Schedule 12 of the **draft DCO (Document Reference 3.1)**, and this land is proposed to be used to implement Work Numbers 4 (working space in the River Thames to construct the Proposed Jetty and enhancements to the experience of the England Coast Path), 6B (Proposed Jetty Temporary Construction Compound) and 9 (protective works to land if required as a result of the authorised development) as described in Schedule 1 of the **draft DCO (Document Reference 3.1)**.
- 5.4.3. This land is required to ensure that the Proposed Scheme has sufficient space to be built and its impacts mitigated during the construction phase only, without necessitating compulsory acquisition.
- 5.4.4. The location of the Proposed Jetty has informed the location of the Proposed Jetty Temporary Construction Compound (i.e. the compound needs to be adjacent to where the Proposed Jetty is to be built) and the working space requirements in the River Thames, noting the close proximity of the Applicant's current marine operations. The locations of the Proposed Jetty considered by the Applicant and the reasons for the selection of the proposed site are described in the **JSAR (Document Reference 7.6)**.
- 5.4.5. As noted in Chapter 4 of this Statement, the power of temporary possession in article 35 would also provide 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 (including restrictive covenants), 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 any land acquisition.
- 5.4.6. This provision will enable the Applicant, if necessary, to initially take temporary possession of any of the Order land for the purposes of constructing the works before taking steps to exercise its compulsory acquisition powers. This would likely be the case for Work Numbers 6A and 6B, being the other two construction compounds for the Proposed Scheme, but which are located on land which is ultimately also needed permanently.

5.5. EXTINGUISHMENT OF PRIVATE RIGHTS

- 5.5.1. Article 30 of the **draft DCO (Document Reference 3.1)** provides for the extinguishment of private rights over land within the Order limits in specified circumstances. The rights that exist within the Order limits and which may be subject to this power are identified in the **Book of Reference (Document Reference 4.3)**. Further, despite the Applicant's diligent inquiry there may be unknown rights, restrictions, easements or servitudes affecting the Order land which have the potential to interfere with the construction and operation of the Proposed Development.
- 5.5.2. The Applicant therefore believes it is both necessary and appropriate for the **draft DCO (Document Reference 3.1)** to include provisions allowing for the extinguishment of private rights to ensure the construction and operation of the Proposed Scheme can proceed without hindrance.

5.6. PURPOSES FOR WHICH EACH PLOT OF ORDER LAND IS REQUIRED

- 5.6.1. The specific purposes for which the Applicant requires each numbered plot of land within the Order limits is set out in the **Schedule of Negotiations and Powers Sought (Document Reference 4.4)**.
- 5.6.2. The **Schedule of Negotiations and Powers Sought (Document Reference 4.4)** refers to:
- a. the name of the party affected by the Proposed Scheme, as described in the **Book of Reference (Document Reference 4.3)**;
 - b. the plot numbers used in the **Land Plans (Document Reference 2.2)** to identify the plots of land within the Order limits within which the aforementioned party has an interest. The Schedule has been developed to ensure that every plot on the Land Plans has been included;
 - c. the land power sought, being either:
 - "all interests and rights" being the power of compulsory acquisition in article 26;
 - "acquisition of rights" being the power of compulsory acquisition of new and existing rights and imposition of restrictive covenants in article 28; and
 - "temporary possession" being the power of temporary possession in article 35;
 - d. for the acquisition of rights plots, the category of rights sought, by reference to the categorised number of the types of rights set out in Chapter 5.3 of this Statement, which are numbered in the **Book of Reference (Document Reference 4.3)**; and
 - e. the purposes for which that plot of land is required, by reference to the Works Numbers in Schedule 1 of the **draft DCO (Document Reference 3.1)** and the description of those Works, or where that is not relevant (e.g. for the maintenance access rights and maintenance rights) an explanation of this; and

- f. a record and status of negotiations with that party in relation to all plots in which that party has an interest.
- 5.6.3. The **Schedule of Negotiations and Powers Sought (Document Reference 4.4)** should therefore be read in conjunction with the **Land Plans (Document Reference 2.2)** and **Book of Reference (Document Reference 4.3)** for an understanding of the plot numbers, and with the **Works Plans (Document Reference 2.3)** and Schedule 1 to the **draft DCO (Document Reference 3.1)** for an understanding of the Work Numbers.
- 5.6.4. The **Schedule of Negotiations and Powers Sought (Document Reference 4.4)** has also been set up for use in Examination, with a currently blank column for 'Relevant Representation Submitted'. When Examination commences, that column will be able to be completed, to enable the Examination Authority to track which parties have raised relevant representations, how their land is affected, and the status of negotiations with them all in one document.

6. JUSTIFICATION FOR POWERS OF COMPULSORY ACQUISITION

6.1. INTRODUCTION

6.1.1. This chapter sets out the conditions which must be met for compulsory acquisition powers to be granted under the PA2008 and explains how the Proposed Scheme meets these conditions.

6.2. POWER OF COMPULSORY ACQUISITION UNDER THE PLANNING ACT 2008

6.2.1. Section 120 of the PA2008 provides that an order granting development consent may make provision relating to, or to matters ancillary to, the development for which consent is granted. Schedule 5 of the PA2008 contains a non-exhaustive list of the ancillary matters for which provision may be made. These include:

- the acquisition of land, compulsorily or by agreement;
- the creation, suspension or extinguishment of, or interference with, interests in or rights over land, compulsorily or by agreement;
- the abrogation or modification of agreements relating to land; and
- the payment of compensation.

6.2.2. Section 122 of the PA2008 provides that an order granting development consent may include provision authorising the compulsory acquisition of land only if the Secretary of State, in respect of the Application, is satisfied that:

- the land is required for the development to which the DCO relates;
- the land is required to facilitate or is incidental to that development; or
- the land is replacement land for commons, open spaces, etc.

6.2.3. Further, it is also necessary for the Secretary of State to be satisfied, in relation to the Application, that there is a compelling case in the public interest for the inclusion of powers of compulsory acquisition in the DCO. This is required by section 122(3) of the PA2008.

6.2.4. The **draft DCO (Document Reference 3.1)** included in the Application includes powers to acquire land compulsorily and the following chapter sets out the case for these powers, in particular considering the provisions described above.

6.3. THE MATTERS TO WHICH THE SECRETARY OF STATE MUST HAVE REGARD

- 6.3.1. Under Section 122 of the PA2008, a DCO which includes compulsory acquisition powers may be granted only if the conditions in Sections 122(2) and 122(3) of the PA2008 are met. The conditions to be met are:
- at Section 122(2), that the land is required for the development to which the DCO relates or is required to facilitate or is incidental to the development; and
 - at Section 122(3), there is a compelling case in the public interest for inclusion of powers of compulsory acquisition in the DCO. The Secretary of State must be persuaded that the public benefits from the compulsory acquisitions will outweigh the private loss suffered by those whose land is to be acquired.
- 6.3.2. In respect of the Section 122(2) condition, the 'Planning Act 2008: Guidance related to procedures for the compulsory acquisition of land' (September 2013) ('the Guidance') (at paragraph 11) states that applicants should be able to demonstrate to the satisfaction of the Secretary of State that the land in question is needed for the development for which consent is sought. The Guidance goes on to say that the Secretary of State will need to be satisfied that the land to be acquired is no more than is reasonably required for the purposes of the development.
- 6.3.3. In respect of the Section 122(3) condition, the Guidance (at paragraph 13) states that the Secretary of State will need to be persuaded that there is compelling evidence 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. At paragraph 14, 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.
- 6.3.4. Further, paragraphs 8 to 10 of the Guidance also set out a number of general considerations that an applicant must demonstrate to the satisfaction of the Secretary of State when justifying an order authorising compulsory acquisition. These are as follows:
- that all reasonable alternatives to compulsory acquisition (including modifications to the proposed development) have been explored;
 - that the proposed interference with the rights of those with an interest in the land is for a legitimate purpose and is necessary and proportionate;
 - that an applicant has a clear idea of how it intends to use the land which it is proposing to acquire;
 - that there is a reasonable prospect of the requisite funds for the acquisition becoming available (see **Funding Statement (Document Reference 4.2)**); and

- that 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.

6.3.5. The remaining part of this chapter set out the factors that the Applicant considers demonstrate that the conditions of Section 122 of the PA2008, and the considerations set out in the Guidance, are satisfied in relation to the Proposed Scheme.

6.4. REQUIREMENTS FOR THE ORDER LAND

- 6.4.1. The Applicant has a clear and comprehensive idea for how the Order land is intended to be used. This is explained in Chapter 5 of this Statement, which described the key purposes for which the Applicant requires the Order land to deliver the Proposed Scheme. The **Schedule of Negotiations and Powers Sought (Document Reference 4.4)** sets out the particular purposes for which each plot of land within the Order limits is required, and therefore which are to be subject to compulsory acquisition, the compulsory acquisition of rights (including the imposition of restrictive covenants), and temporary possession. The **Schedule of Negotiations and Powers Sought (Document Reference 4.4)** demonstrates, as advocated by the Guidance (at paragraph 9), that the Applicant has *"a clear idea of how [it intends] to use the land which [it proposes] to acquire"*. Further, the Applicant has included within the Order limits no more land than it reasonably considers to be required for the purposes set out in **Schedule of Negotiations and Powers Sought (Document Reference 4.4)**, such that the Applicant's proposed use of land and associated scope of powers sought to deliver the Proposed Scheme is proportionate and justifiable.
- 6.4.2. In particular, it is noted that all of the plots in the Land Plans are justified by reference to the limits of deviation shown on the **Works Plans (Document Reference 2.3)** and are therefore required to deliver the Proposed Scheme as is described in **Chapter 2 of the ES (Document Reference 6.1)**, with the substantial amount of plant and equipment that is described therein. Furthermore, the **Outline LaBARDS (Document Reference 7.9)** describes the Applicant's proposals for the Mitigation and Enhancement Area and the Crossness LNR that will be required to be delivered by the DCO. The Applicant's powers are required to ensure that this comprehensive vision is achieved.
- 6.4.3. In making the Application, and in seeking powers to acquire land compulsorily and use land temporarily, the Applicant has had regard to the relevant provisions of the European Convention on Human Rights (see Chapter 9 of this Statement below).
- 6.4.4. Together with this Statement, the **Land Plans (Document Reference 2.2)** and the **Book of Reference (Document Reference 4.3)** show how and why the land included in the **draft DCO (Document Reference 3.1)** 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 Proposed Scheme and are proportionate to the degree of interference with any private rights.

6.5. COMPELLING CASE IN THE PUBLIC INTEREST

6.5.1. As the Guidance makes clear (at paragraph 12), in addition to establishing the purpose for which compulsory acquisition is sought, section 122 of the PA2008 requires the Secretary of State to be satisfied that there is a compelling case in the public interest for the land included in the **draft DCO (Document Reference 3.1)** to be acquired compulsorily.

6.5.2. For this condition to be met, the Secretary of State will need to be persuaded that there is compelling evidence that the public benefits that would be derived from the compulsory acquisition of land and interests in land for the Proposed Scheme will outweigh the private loss that would be suffered by those whose interests in land and/or rights over land are to be acquired.

6.5.3. In this regard, it is noted that the Secretary of State has from the outset recognised that the Proposed Scheme is a project of national significance by directing the Proposed Scheme into the PA2008 regime, noting that:

“The carbon capture element of the Proposed Project would provide and support the decarbonisation of energy from waste derived CO2 emissions in the UK, delivering over a million tonnes of CO2 savings per annum, and supporting the achievement of a fully de-carbonised district heating network that crosses local authority areas”

6.5.4. DCO applications must be determined in accordance with the relevant National Policy Statement (NPS), which for the Proposed Scheme is the new Overarching NPS for Energy (NPS EN-1) that was published and designated on 17 January 2024. The Secretary of State will use the policy objectives of NPS EN-1 to determine the merits of the Applicant’s DCO Application unless section 104(4) to (8) of the PA2008 need to be invoked (which, as the **Planning Statement (Document Reference 5.2)** confirms, is not the case for the Proposed Scheme). The Proposed Scheme has been developed to meet, and exceed, the relevant policy objectives of the NPS EN-1.

6.5.5. The documents forming the Applicant’s Application demonstrate that there is a compelling case in the public interest for the land within the Order limits of the Proposed Scheme to be acquired compulsorily. Not least, the **Project Benefits Report (Document Reference 5.4)** and the **Planning Statement (Document Reference 5.2)** (which draws upon the other submitted documents, including the **ES (Document Reference 6.1)** and the **DAD (Document Reference 5.6)**), set out in detail how the Proposed Scheme:

- contributes to addressing the urgent need for significant, large-scale energy infrastructure to meet the Government’s objectives for both energy security and net zero;
- minimises or mitigates adverse landscape and amenity impacts to an acceptable degree;
- minimises or mitigates adverse environmental impacts to an acceptable degree;

- intends to enhance the local environmental, amenity, and ecological landscape; and
- is compliant with NPS EN-1 and has been developed to take account of the other decision making factors specified in section 104 of the PA2008.

6.5.6. The urgent need for new low carbon infrastructure is established by NPS EN-1. In particular, NPS EN-1 makes clear the Government’s conclusion that the development of low carbon infrastructure is now considered a critical national priority that should be progressed as quickly as possible. Paragraph 3.5.8 of the NPS makes clear that this includes CCS technologies.

6.5.7. NPS EN-1 makes clear that the combined objectives for the UK’s energy system (secure, reliable, affordable, consistent with net zero by 2050 target):

‘will require a step change in the decarbonisation of our energy system.’ (paragraph 2.3.3)

‘It also includes the infrastructure needed to capture, transport and store carbon dioxide. The requirement for new energy infrastructure will present opportunities for the UK and contributes towards our ambition to support jobs in the UK’s clean energy industry and local supply chains.’ (paragraph 2.3.4)

A secure, reliable, affordable and decarbonised energy system is important as one element of sustainable development, *‘because the way energy infrastructure is deployed affects the well-being of the environment, society and economy, for both current and future generations.’ (paragraph 2.6.2)*

6.5.8. At paragraph 3.3.59, NPS EN-1 confirms that energy from waste facilities, such as Riverside 1 and Riverside 2, are one part of the required solution. These facilities have already gained the consents necessary to operate (under section 36 of the Electricity Act 1989 and the Riverside Energy Park Order 2020, respectively). Riverside 1 has been operational since 2011, with Riverside 2 due to commence treating residual waste in 2026. The Proposed Scheme is the Carbon Capture Facility (more fully described in Chapter 2.2 of this Statement and in **Chapter 2 of the ES (Document Reference 6.1)**) being brought forward to decarbonise those energy generating stations, making an early contribution to the UK meeting net zero by 2050.

6.5.9. This responds to the urgent and demonstrated need for carbon capture capacity made clear in NPS EN-1, which also recognises (at paragraph 3.5.9) that alternatives to the provision of such infrastructure are limited:

‘There is an urgent need for new carbon capture and storage (CCS) infrastructure to support the transition to a net zero economy.’ (paragraph 3.5.1); and

‘The Committee on Climate Change Committee states CCS is a necessity not an option. ...’ (paragraph 3.5.2)

6.5.10. At section 4.9 NPS EN-1 addresses CCS, making clear that:

‘Carbon capture technologies offer the opportunity to decarbonise the electricity system whilst maintaining security of supply, providing reliable low carbon generation capacity.

The government has made its ambitions for CCS clear - committing to providing funding to support the establishment of CCS in at least four industrial clusters by 2030 and supporting, using consumer subsidies, at least one privately financed gas CCS power station in the mid-2020s. In October 2021, the government published its Net Zero Strategy which reaffirmed the importance of deploying CCUS to reaching our 2050 net zero target and also outlines our ambition to capture 20-30Mt of CO₂ per year by 2030.’ (paragraphs 4.9.4 and 4.9.5)

- 6.5.11. The **Planning Statement (Document Reference 5.2)** has comprehensively considered NPS EN-1 along with other relevant, national and development plan policy. This robustly demonstrates that the Proposed Scheme is wholly in compliance with NPS EN-1 and very substantially complies with all other relevant, national and development plans. The limited harm to policies concerning MOL, open space and green infrastructure are materially outweighed by the substantial benefits of the Proposed Scheme, including the benefits to those impacted aspects.
- 6.5.12. The **Project Benefits Report (Document Reference 5.4)** recognises these benefits in their wider context, not least demonstrating the sustainable waste management role of Riverside 1 and Riverside 2, their long-established location on the River Thames, and their future role as part of a carbon capture and storage hub.
- 6.5.13. Paragraphs 3.2.6 and 3.2.7 of NPS EN-1 make clear that *“The Secretary of State should assess all applications for development consent for the types of infrastructure covered by this NPS [which include the Proposed Scheme] on the basis that the government has demonstrated that there is a need for those types of infrastructure which is urgent.... In addition, the Secretary of State has determined that substantial weight should be given to this need when considering applications for development consent under the Planning Act 2008”*.
- 6.5.14. As such, and in this context, the benefits in the public interest, which are anticipated to arise from the Proposed Scheme being one of critical national priority would, accordingly, be on a scale outweighing the individual private loss suffered by parties whose interests in land were interfered with in order to enable the delivery of the Proposed Scheme. The proposed compulsory acquisition of land is therefore legitimate, necessary and proportionate.

6.6. ALTERNATIVES TO COMPULSORY ACQUISITION

- 6.6.1. **Chapter 3 of the ES (Document Reference 6.1), the DAD (Document Reference 5.6), the TSAR (Document Reference 7.5), and the JSAR (Document Reference 7.6)** describe the reasonable alternatives that have been studied by the Applicant and explains the main reasons and justification for selecting the chosen development option and site location and how the layout of the Proposed Scheme has sought to

minimise impacts to third party land owners whilst also ensuring the objectives of the Proposed Scheme were met.

- 6.6.2. In particular, the **TSAR (Document Reference 7.5)** demonstrates how, considering that the Proposed Scheme needs to be located close to Riverside 1 and Riverside 2 and following the determination of the land requirements for the Carbon Capture Facility (c. 8 hectares) and the location of the Proposed Jetty, locations to the east, north and west of Riverside 1 and Riverside 2 would not be appropriate and would in fact have significantly affected third party land holdings.
- 6.6.3. As the **TSAR (Document Reference 7.5)** sets out, focus was therefore given to the area to the south of Riverside 1 and Riverside 2, seeking to balance third party land interests alongside impacts to MOL, Crossness LNR, open space, public rights of way and operational requirements. The chosen development zone for the Carbon Capture Facility reflects the preferred balance of all these factors and is predominantly to be built using land allocated for development.
- 6.6.4. In respect of the Mitigation and Enhancement Area and Crossness LNR, the Applicant has carefully considered the appropriate land powers to seek in the **draft DCO (Document Reference 3.1)**. It has determined that compulsory acquisition powers are appropriate as opposed to any alternative as:
- In respect of land not owned by Thames Water, whilst it is noted that the Mitigation and Enhancement Area is currently used as informal open space and is allocated as open space in LBB's local plan and benefits from other policy designations, this does not mean that the landowners (Tilfen Land Limited) could not seek to try and utilise the land for development in the future. The creation of the proposals for the Mitigation and Enhancement Area in the **Outline labards (Document Reference 7.9)**, secured via the DCO, would therefore fundamentally curtail the ability of the landowners to exploit their land, and in the context of section 132 of the PA2008 would certainly mean that the land would not be as equally advantageous to them if just rights were sought.
 - The rest of the Mitigation and Enhancement Area and Crossness LNR is owned by Thames Water. In light of the comprehensive nature of the **Outline LaBARDS (Document Reference 7.9)** proposals, and in particular its central aim to create a consolidated expanded Local Nature Reserve east of Crossness STW, it would not be appropriate for part of the proposals to be owned by one party, and another part be owned by the Applicant but subject to, for example, rights for the Applicant. It would not allow for sufficient surety that the works, maintenance and management of the extended Local Nature Reserve would be delivered, which is a concern not just for DCO compliance, but also ensuring the ecological, landscape and access outcomes sought to be achieved are able to be realised.
 - Elements of the measures in the **Outline LaBARDS (Document Reference 7.9)** would fundamentally alter the physical properties of all parts of the Mitigation Enhancement Area and Crossness LNR, meaning that rights would be unlikely to

be sufficient. This includes the creation of new walkways, new watercourses, changing water levels, new forest school provision, new public rights of way and new access infrastructure improvements.

- Temporary possession powers would not be sufficient as the **draft DCO (Document Reference 3.1)** binds only the Applicant, so absent agreement, the Applicant could not be certain that its works would be retained or maintained in line with the approved final **Landscape and Biodiversity Access Recreation Delivery Strategy**, thus potentially putting it in breach of the DCO.

6.6.5 The Applicant has sought and will continue to seek to acquire land and rights over land by agreement for the purposes of the Proposed Scheme. The Applicant has engaged in extensive consultation, engagement and negotiations with all persons with an interest in the relevant land in order to try to avoid the need for compulsory acquisition wherever possible. The status of these negotiations are described in Chapter 7 of this Statement and in the **Schedule of Negotiations and Powers Sought (Document Reference 4.4)**.

6.7. FUNDING

- 6.7.1. The **Funding Statement (Document Reference 4.2)** confirms that the Applicant has the ability to procure the financial resources required for the Proposed Scheme, including the cost of acquiring any land and rights over land and the payment of compensation.
- 6.7.2. The Applicant therefore considers that the Secretary of State can be satisfied that the requisite funds for payment of compensation will be available at the appropriate time.
- 6.7.3. This is further secured by article 10 of the **draft DCO (Document Reference 3.1)** which provides that the Applicant cannot use its land powers without first having a form of guarantee or other form of security for the compensation which may be due as a result of the use of those powers, approved by the Secretary of State.

7. COMMUNICATION AND NEGOTIATIONS

7.1. LAND REFERENCING AND DILIGENT INQUIRY

- 7.1.1. In accordance with the requirements of the PA2008, the Applicant has undertaken “diligent inquiry” through a land referencing process to identify parties within Categories 1, 2 and 3, as defined in sections 42 and 44 of the PA2008.
- 7.1.2. Category 1 persons are defined within section 57 of the PA2008 as those who own, lease, or hold a tenancy in relation to or occupy land within the Order limits.
- 7.1.3. Category 2 persons are those who have an interest in land within the Order limits or have the power to sell and convey or to release such land.
- 7.1.4. Category 3 persons are defined as those who would or might be entitled to make a ‘relevant claim’ (being a claim under section 10 of the Compulsory Purchase Act 1965 and / or under Part 1 of the Land Compensation Act 1973 and / or under section 152(3) of the PA2008) as a result of the implementation of the DCO, as a result of that order having been implemented, or as a result of the use of the land once that order had been implemented.
- 7.1.5. Of specific note, the ownership land for Riverside 1 and Riverside 2 has been subject to restructuring for the delivery of Riverside 2 under the Riverside Energy Park Order 2020. Some of the registrations of the transfers for that land assembly are still pending at HM Land Registry and has been taken account of by reflecting the registered ownerships and the interest owners pending registration.

7.2. DILIGENT INQUIRY METHODOLOGY

- 7.2.1. A professional land referencing firm was employed to undertake diligent inquiry to identify the land interests to be included in the **Book of Reference (Document Reference 4.3)**. The following processes were undertaken as part of the methodology to identify and consult with those with an interest in affected land.
- 7.2.2. Land Referencing ‘limits’ were set to include all the land and rights necessary to construct, operate, maintain and decommission the Proposed Scheme. The following processes were then undertaken as part of the methodology to identify and consult those with an interest in the affected land in both a non-statutory and statutory capacity (statutory consultation for the Proposed Scheme commenced on 18 October 2023). Furthermore, the Land Referencing limits also included an allowance for potential Category 3 interests who would or might be entitled to make a ‘relevant claim’ as described in 7.1.4 above based on the initial PEIR and scheme development work. Further commentary on the Applicant’s approach to Category 3 interests is set out in 7.2.11 below.
- 7.2.3. During the development of the plans for the Proposed Scheme the land requirements were increased. As a consequence, the Land Referencing limits were changed to

include additional interests. A targeted consultation was then launched on 5 January 2024 to account for these changes.

- 7.2.4. HM Land Registry data was received on 1 February 2023 to cover all areas identified within the Land Referencing limits in the form of a digital shape file and digital copies of the Official Copy Registers and Title Plans on 1 February 2023. All relevant freehold, leasehold, mortgagee, beneficiary, other charges and restrictive covenant information was extracted and scheduled. From this data, landownership parcels were created and drawn to reflect unique ownership information and geographical features.
- 7.2.5. Where land was not registered, additional parcels to complete these gaps were created based on HM Land Registry title boundaries, OS mapping, adopted highway boundaries and site data. As a result, all the land within the Land Referencing limits was parcelled and given unique reference numbers.
- 7.2.6. Adopted highways plans were acquired from LBB. Also requested was information regarding Special Category Land (including open space, common land, fuel and field garden allotments) (see further in Chapter 8 of this Statement on this topic); and any information relating to extant planning permissions. Where necessary, further enquiries were made to address any changes, anomalies, or gaps.
- 7.2.7. In addition, a review was undertaken of existing information held on the land within the Land Referencing limits from previous transactions and searches, including transactions and searches relevant to and in connection with Riverside 2 pursuant to the Riverside Energy Park Order 2020. The Applicant has also undertaken a number of desktop enquiries including a Companies House check, a Royal Mail postcode check, a 192.com check, a mortality check and a TracelQ check which draws information from various sources to identify interests and verify contact details.
- 7.2.8. Statutory utilities that were believed to have a possible interest in the area were contacted to identify their interests. Information received was recorded where necessary and further enquiries were made to address changes, anomalies or gaps.
- 7.2.9. Any existing information or stakeholder data gained by the Applicant as a result of its existing activities, land and rights negotiations, or section 42 consultation has also been incorporated accordingly.
- 7.2.10. Consultation with landowners has been ongoing throughout the development of the proposals. The identification of potentially affected parties has been an ongoing process since early 2023 and beyond the desktop searches explained above. This included checking all company addresses at Companies House to ensure the correct address was being used. The registered address was used unless advised differently by the affected party.
- 7.2.11. An exercise was undertaken to identify potential Category 3 interests who would or might be entitled to make a 'relevant claim' as described in 7.1.4 above. This included a review of the land and property in and around the Order limits, the anticipated effects from the execution of the works and implementation of the DCO as the

Environmental Impact Assessment process developed including, in particular, consideration of noise impacts, a review of the Applicant's experience from implementing the Riverside Energy Park Order 2020 in the same location for Riverside 2, and the construction of Riverside 1. This extended to consideration of the physical factors under Part 1 of the Land Compensation Act 1973 and section 152(7) of the PA2008. The Applicant also considered the potential for temporary loss under a 'relevant claim', taking a precautionary approach to consider some businesses outside the Order limits who were consulted under s.42 of the PA2008. This process led to the identification of some Category 3 parties in and around Hailey Road and Clydesdale Way. However, following statutory consultation and the further development of the Proposed Scheme and the conclusions of the **ES (Document Reference 6.1)**, further review concluded that such parties would not be eligible for a 'relevant claim' and that no new parties had been identified as so eligible. As such, the **Book of Reference (Document Reference 4.3)** does not include any Category 3 parties who hold an interest outside of the Order limits.

- 7.2.12. On the 15 February 2023 through to 2 January 2024 formal Land Information Questionnaires (LIQs) were issued to all affected parties within the Order limits. This included local councils and statutory undertakers potentially affected by the Proposed Scheme. Telephone numbers and email addresses were provided on the letter which accompanied the LIQs, allowing parties to make contact if they sought further information on the Proposed Scheme. Any party identified after this date was issued with an LIQ at the earliest opportunity. Any party whose initial LIQ was unsuccessfully delivered, were reissued with a further LIQ at the earliest possible opportunity.
- 7.2.13. The LIQ requested information relating to land boundaries, contact details, confirmation of the recipients interests and information about any other interests in the land, and were requested to be returned by post, email or by phone. Where responses were not received, or further investigations were required, follow up activities including calls and emails were initiated to seek completion of questionnaires and verify information. A further four site visits were undertaken between 17 October 2023 and 13 November 2023 to identify any physical features that might help with the identification of additional interests such as utilities apparatus or any physical feature that might help enquiries. Site notices were erected on these visits at the locations of unregistered plots indicating that information was sought on this land, to try and help identify unregistered owners.
- 7.2.14. The combination of the above land referencing activities produced a list of interests for the statutory consultation under the PA2008, which commenced on 18 October 2023.
- 7.2.15. Parties were provided with a covering letter explaining the Proposed Scheme and the consultation period, a consultation brochure and a plan showing the areas of land for the Proposed Scheme. They were given an opportunity to put forward comments and requests in relation to the proposals, with a response period of at least 28 days.

Relevant stakeholder data gained by the Applicant from the section 42 statutory consultation has also been incorporated accordingly.

- 7.2.16. A further exercise of issuing confirmation schedules was also undertaken to seek to ensure that the information provided to and held by the Applicant was up to date and the identified interests in land remained accurate at the date of the DCO Application.
- 7.2.17. An update to the HM Land Registry information was carried out prior to the preparation of the **Book of Reference (Document Reference 4.3)** as part of the application documentation and a further update was undertaken before the submission of the DCO Application.

7.3. CONSULTATION WITH LANDOWNERS

- 7.3.1. The current position in relation to the Applicant's engagement and negotiations with each landowner affected by the Proposed Scheme is detailed in the **Schedule of Negotiations and Powers Sought (Document Reference 4.4)**.
- 7.3.2. Discussions are ongoing with landowners and occupiers to ensure that their concerns are taken into account and accommodated wherever this is possible. Negotiations will continue with landowners and persons with interests in land affected by the Proposed Scheme.
- 7.3.3. Although every plot on the **Land Plans (Document Reference 2.2)** is contained within the **Schedule of Negotiations and Powers Sought (Document Reference 4.4)**, some parties including mortgagees have not been included. They are, however, identified in the **Book of Reference (Document Reference 4.3)** submitted with the DCO Application and were contacted as part of the Proposed Scheme's statutory consultation exercises.

7.4. CONSULTATION WITH STATUTORY UNDERTAKERS

- 7.4.1. The Applicant and its advisors have been liaising with Statutory Undertakers through the process of issuing Land Information Questionnaire forms (LIQ), chaser LIQ, follow up calls, through project engagement and through the statutory and non-statutory consultation processes.
- 7.4.2. This process has enabled Statutory Undertakers to confirm that they either do or do not have assets within the area affected by the Proposed Scheme. The Applicant has used, as the base position with those statutory undertakers who have confirmed that they have assets within the curtilage of the Proposed Scheme, Protective Provisions agreed with those parties on the Riverside Energy Park Order 2020 (to deliver Riverside 2), as it is expected that the Proposed Scheme will have similar interactions with them (i.e. interface with apparatus).
- 7.4.3. In adopting this position, the Applicant has made slight adjustments to the drafting of the Protective Provisions for the specifics of the Proposed Scheme, but nevertheless expects to agree them in relatively short order as a result of using that agreed base.

- 7.4.4. Where Statutory Undertakers are also landowners, the Applicant has also contacted them to understand the impacts on their land.
- 7.4.5. A summary of these negotiations and correspondence can be found in the **Schedule of Negotiations and Powers Sought (Document Reference 4.4)**.

7.5. CONSULTATION WITH GRAZIERS

- 7.5.1. Both Thames Water and Tilfen Land Limited each have a grazier on the Crossness LNR and Norman Road field respectively and the Applicant has engaged both Thames Water and Tilfen Land Limited in this regard, making enquiries about the status of each grazier.
- 7.5.2. With the permission of the landowner Thames Water, LIQ were left and monitored at the stables on Crossness LNR on 5 January 2024 and were subsequently monitored on 12 January 2024 and 15 January 2024.
- 7.5.3. Thames Water and Tilfen Land Limited disclosed the identities and contact details for their respective graziers, and following repeat requests by the Applicant both Thames Water and Tilfen Land Limited have confirmed that each of their respective graziers is subject to a grazing licence. Having been provided with information and contact details the Applicant has sought to engage with and is in correspondence with both graziers. Both graziers have been included in the **Book of Reference (Document Reference 4.3)** and have been provided with information relevant to the Proposed Scheme (including statutory consultation documentation).

8. SPECIAL CONSIDERATIONS

8.1. SPECIAL CATEGORY LAND – CROWN LAND

8.1.1. There are no Crown interests included in or affected by the Order land.

8.2. SPECIAL CATEGORY LAND – OPEN SPACE

8.2.1. There are several plot numbers within the Order limits that constitute open space (being used for public recreation) for the purposes of section 19 of the Acquisition of Land Act 1981 and sections 131 and 132 of the Planning Act 2008 ('the Special Category Land'). These plots are identified in the **Book of Reference (Document Reference 4.3)** and are shown on the **Special Category Land Plan (Document Reference 2.8)**, comprising plot numbers 1-018, 1-021, 1-029, 1-036, 1-093, and 1-099. The Special Category Land is 58,411 square metres (5.84 hectares).

8.2.2. This open space land has been identified noting the following:

- Within the Order limits there is land (the land not included in Riverside 1, Riverside 2, Norman Road, and the Borax North, Borax South, Gannon, Munster Joinery and Creek Side parcels identified in **Chapter 2** of the **ES (Document Reference 6.1)** or the England Coast Path) that is open in nature and is designated in LBB's local plan as open space and that same land is also designated as Crossness LNR, MOL, part of South East London's Green Chain and is crossed by Public Rights of Way Footpath 2 (see **Sheet 1: Public Rights of Way, Cycle Routes and Metropolitan Open Land** of the **Environmental Features Plans (Document Reference 2.7)**).
- From site visits and the survey reports in **Appendix 14-1** of the **ES (Document Reference 6.1)** it is clear that it is possible, and people do, wander off the route of Footpath 2 to undertake recreational activities on the surrounding land.
- However not all of that land is accessible and open to the public – much of it is fenced and gated off and/or made up of reeded ponds, with access only to graziers under their grazing licence, and the land in the western part of Crossness LNR is only open to graziers under their grazing licence and members of Friends of Crossness Local Nature Reserve.
- As such, the Applicant considers that this land can be considered to be split between 'Accessible Open Land' and 'Non-Accessible Open Land', and this split is shown on **Sheet 1: Public Rights of Way, Cycle Routes and Metropolitan Open Land** of the **Environmental Features Plans (Document Reference 2.7)**.

8.2.3. The Applicant considers that the 'Accessible Open Land' should properly be considered as open space, but that the Non-Accessible Open Land should not be. The Accessible Open Land has therefore been identified as the Special Category Land.

8.2.4. The Applicant intends to undertake the works proposed in the **Outline LaBARDS (Document Reference 7.9)** on the Special Category Land and for the reasons set out in Chapter 6.6 of this Statement, has applied for compulsory acquisition powers over this land. Section 131 of the PA2008 therefore needs to be considered, which requires that special parliamentary procedure ('SPP') is required for a development consent order seeking compulsory acquisition powers over Special Category Land unless the Secretary of State is satisfied that one of the exceptions set out in section 131(4)-(5) applies.

8.2.5. In this context, the Applicant can confirm that:

- in light of its proposals for the Special Category Land, it has not sought to provide replacement land to be given in exchange for the land and so does not rely on the exception in section 131(4);
- it does not intend to rely on the exception in section 131(4B) given the nature of its proposals; and
- the Special Category Land in question is larger than 200 square metres and therefore the exception in section 131(5)) cannot be utilised.

8.2.6. The Applicant therefore seeks to satisfy the Secretary of State that SPP can be avoided on the basis of section 131(4A)(c)(i) and (d), which state that SPP can be avoided if:

if there is no suitable land available to be given in exchange for the order land; and it is strongly in the public interest for the development for which the order grants consent to be capable of being begun sooner than is likely to be possible if the order were to be subject (to any extent) to special parliamentary procedure.

8.2.7. The Applicant considers each of these tests in turn:

NO SUITABLE LAND TO BE GIVEN IN EXCHANGE

8.2.8. The starting point of the consideration of this test is to consider the current location and function of the Accessible Open Land. The Accessible Open Land is located between the residents of Belvedere and the England Coast Path to the North and Crossness LNR to the west and is bisected by Public Rights of Way Footpath 2. It also forms part of the Southeast London Green Chain (albeit part of an end of it given its location adjacent to the river). It therefore performs a specific function as being a green space that is traversed to reach specific locations.

8.2.9. Given its specific function, the Applicant first considers that there can be no suitable land that can be given in exchange in practical terms, as no other land than the Special Category Land can perform the same function as a green buffer between the Crossness LNR, the England Coast Path and Belvedere to the south.

8.2.10. Secondly, the Applicant notes that it is itself proposing to improve this public open space such that it is not lost. As such, there is no 'suitable land to be given in exchange' as the most suitable land is still present – the Special Category Land itself

which will be required by the DCO to be kept open to the public and indeed, perform better.

- 8.2.11. Thirdly, it is noted that the Green Infrastructure Study which supports LBB's Local Plan defines the Special Category Land as 'higher quality/higher value' 'district natural and semi-natural urban green space'. That same study indicates that the catchment area for a district level open space is 1.2km.
- 8.2.12. As such, if suitable alternative land was needed then to meet the tests of replacement land in section 131(12) of the PA2008 of being the same size as the Special Category Land and 'no less advantageous' to the public, it would need to be a site:
- within 1.2km of the Special Category Land and the nearest residents to it;
 - able to be a 'higher quality/higher value' 'district natural and semi-natural urban green space'; and
 - be no less than 58,411 square metres (5.84 hectares).
- 8.2.13. The Applicant has therefore considered the land uses within a 1.2km buffer to consider if such land exists. This radius is shown on the satellite image in Plate A below (the yellow lines showing the starting point of the 1.2km buffer):



Plate A: Buffer Zone Map (Credit: Maxar 2022. Not to Scale. Do not scale from this drawing)

8.2.14. This can be compared to the Policies Map of LBB’s Local Plan for the same area, shown on Plate B below. It is noted that the land in pink is allocated as ‘Strategic Industrial Location and dark blue is allocated for Education development.

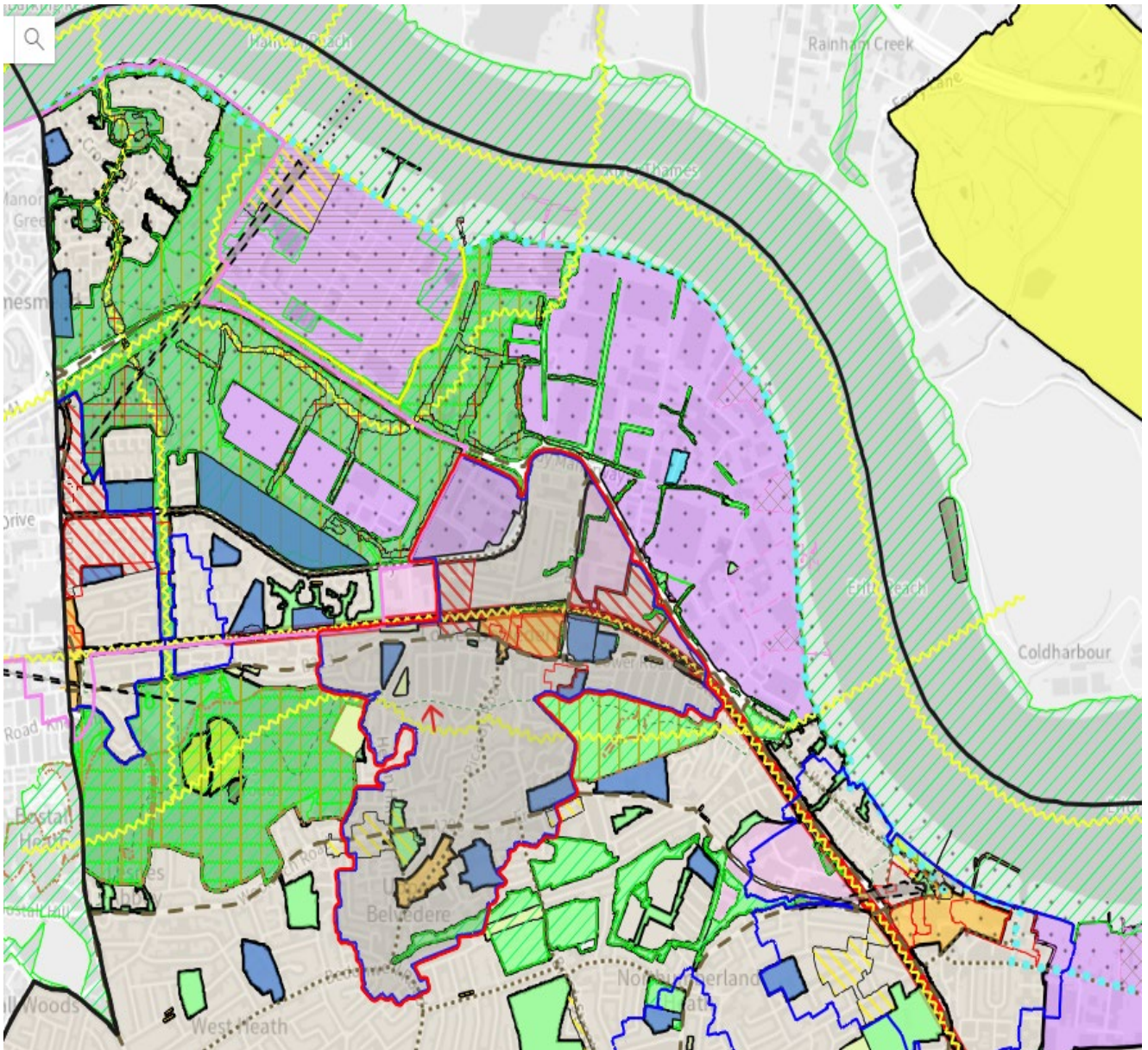
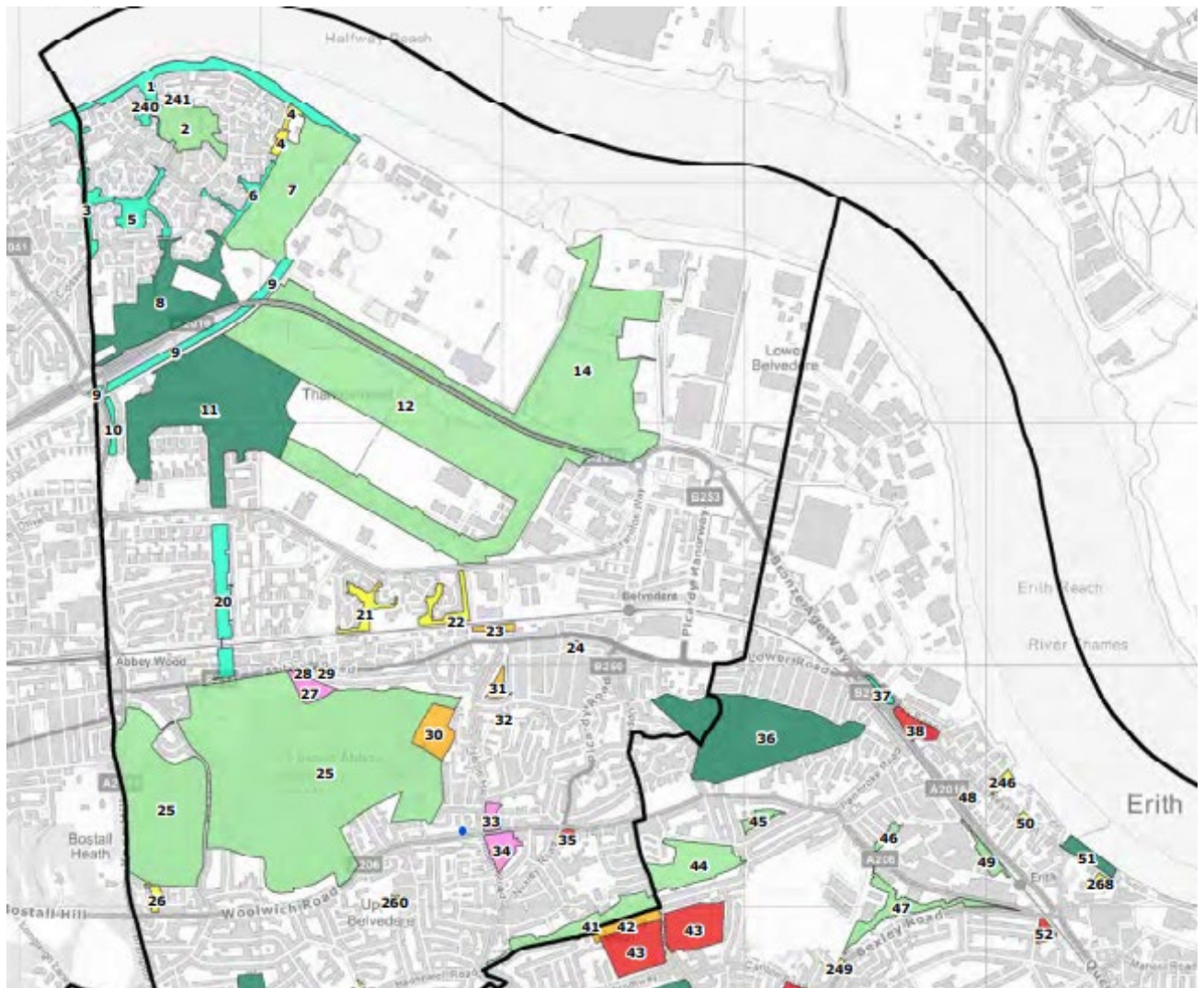


Plate B: LBB Local Plan Policies Map Extract

8.2.15. These maps can then be compared to the plan of open spaces from Appendix B of LBB’s Green Infrastructure Study, shown in Plate C below.



- A: Parks and gardens
- B: Natural and semi-natural urban green spaces
- C: Linear open spaces
- D: Amenity green spaces
- E: Allotments, community gardens and city farms
- F: Cemeteries and churchyards
- H: Provision for children and teenagers

Plate C: LBB Green Infrastructure Study Appendix B

- 8.2.16. It can clearly be seen when reviewing these three plates together that there is no suitable alternative land for open space of any kind, never mind one that could constitute higher quality/higher value 'district natural and semi-natural urban green space'. Any potential land is either (a) already open space (noting also that green space 12 is owned by Thames Water, who part own the Special Category Land so would not want to use that land as replacement land for its loss); (b) allocated for development so unlikely to be sold; or (c) is built on with existing development.
- 8.2.17. In respect of (b), it is particularly noted that the area of SIL and education land the other side of Eastern Way to the Special Category Land is owned by Peabody Land Limited, who are associated with Tilfen Land Limited who part own the Special Category Land. It would be an absurdity to seek to compulsorily acquire land to provide replacement land in these circumstances. In any event, the Applicant is aware that Peabody do not want to sell that land given its development value in light of the local plan designation.
- 8.2.18. For all of these reasons, therefore, the Applicant considers that there is no suitable land available to be given in exchange for the Special Category Land.

PUBLIC INTEREST

- 8.2.19. Chapter 6 of this Statement sets out the very compelling case in the public interest for the Proposed Scheme, with the Government terming new CCS facilities as being of 'critical urgent priority' and being an 'urgent need'. There can be no greater challenge or public interest than meeting climate change, and Government has consistently recognised that reaching Net Zero forms part of that.
- 8.2.20. Whilst third parties may argue that the Proposed Scheme is one of many CCS projects, NPS EN-1 paragraph 3.2.8 makes clear that "*The Secretary of State is not required to consider separately the specific contribution of any individual project to satisfying the need established in this NPS*".
- 8.2.21. Furthermore, with challenging targets to 2030, never mind 2050, the Applicant notes the conclusions of **Chapter 13** of the **ES (Document Reference 6.1)**, which highlight that the Proposed Scheme will contribute 4.9% of the Power sector's contribution of the projections (in the Carbon Budget Delivery Plan) for meeting the fifth carbon budget (2027-2032) and 18.8% of the sixth carbon budget (2033-2037). The Proposed Scheme would therefore be able to play a central role in the overall achievement of Government's ambitions, if not delayed in coming forward.
- 8.2.22. With the Government's ambitions for CCS clear in its CCS Vision (December 2023), including in particular seeking to develop non-pipeline transport projects, the Proposed Scheme will be a vital 'proof of concept' to show that this is possible, and quickly. The Applicant is ready and willing to move quickly if consent is granted and Government support provided. Further, the Applicant anticipates confirming its contractor shortly after submission of the DCO Application.

- 8.2.23. All of this would be put at risk if SPP were required for the Proposed Scheme with at least another two years likely added to programme. With consent expected without SPP in 2025, delaying consent through SPP could pose a significant risk to delivery of the carbon budgets and the Government's Net Zero ambitions.
- 8.2.24. Furthermore, this should all be seen in context that the open space is not actually 'lost' – it is being improved and enhanced for better access, recreation and biodiversity outcomes, which would also be delayed if SPP were required.
- 8.2.25. It is therefore clear that it is strongly in the public interest for the development for which the order grants consent to be capable of being begun sooner than is likely to be possible if the order were to be subject (to any extent) to SPP.
- 8.2.26. The Applicant notes that this position is not inconsistent with its **draft DCO (Document Reference 3.1)** requesting a seven-year time limit for implementation of the Proposed Scheme and use of land powers. These time limits have been put in the application in light of the uncertainty in the competitive process of the CCS process, the Applicant would not wish to be timed out in delivering the benefits of the Proposed Scheme by delays in any success in that process. As stated above, the Applicant stands ready to deliver those benefits as soon as it is put in a position by Government (through consenting and support decisions) to do so.
- 8.2.27. On this basis, the Applicant submits that the Secretary of State can be satisfied that section 131(4A) applies in respect of the Special Category Land.

8.3. STATUTORY UNDERTAKER'S LAND

- 8.3.1. Section 127 of the PA2008 applies to land acquired by statutory undertakers for the purposes of their undertaking, and places restrictions on the compulsory acquisition of such land, where a representation is made by a statutory undertaker in relation to a DCO application and is not withdrawn by the close of the examination of that application.
- 8.3.2. Section 127(2) of the PA2008 provides that a DCO may include provisions authorising the compulsory acquisition of statutory undertakers' land only to the extent that the Secretary of State is satisfied of the matters set out in subsection 127(3), which are that the nature and situation of the statutory undertaker's land is such that:
- it can be purchased and not replaced without serious detriment to the carrying on of the undertaking; or
 - if purchased, it can be replaced by other land belonging to, or available for acquisition by, the undertakers without serious detriment to the carrying on of the undertaking.
- 8.3.3. Section 127(5) of the PA2008 provides that a DCO may include provisions authorising the compulsory acquisition of a right over statutory undertakers' land by the creation of a new right over land only to the extent that the Secretary of State is satisfied of the

matters set out in subsection 127(6), which are that the nature and situation of the land are such that:

- the right can be purchased without serious detriment to the carrying on of the undertaking; or
- any detriment to the carrying on of the undertaking, in consequence of the acquisition of the right, can be made good by the undertakers by the use of other land belonging to, or available for acquisition by, them.

8.3.4. The Applicant recognises that where section 127 applies to land or rights which are required to be acquired to enable the delivery of the Proposed Scheme, and the statutory undertaker which owns such land or right(s) makes a representation to the Secretary of State in relation to the **draft DCO (Document Reference 3.1)** and does not withdraw that representation before the completion of the examination of the Application, the Applicant would need to provide information that the Secretary of State was satisfied of the matters set out in subsections 127(3) and 127(6).

8.3.5. Some statutory undertakers are also landowners. The Applicant has also contacted them to understand the impacts upon their land. A breakdown of these negotiations and correspondence can be found in the **Schedule of Negotiations and Powers Sought (Document Reference 4.4)**, however the Applicant would summarise the position as follows:

- UK Power Networks and Southern Gas Networks have not engaged in detail with the Applicant. However, the Applicant has included in the **draft DCO (Document Reference 3.1)** the same Protective Provisions as are in the Riverside Energy Park Order 2020, so would expect these parties to be content in short order.
- National Grid Electricity Transmission has redundant apparatus within the Order limits. The Applicant is seeking confirmation from them that it does not require Protective Provisions. If it does, the Applicant would intend to use a similar form as used on Riverside Energy Park Order 2020.
- The Port of London Authority ('PLA') will object to the compulsory acquisition of land within their ownership in the River Thames and wish to ensure their regulatory duties under the Port of London Act 1968 ('the 1968 Act') are dovetailed with the DCO regime. The Applicant is seeking to negotiate a voluntary property agreement with the PLA, but has sought compulsory acquisition powers in the **draft DCO (Document Reference 3.1)**. However those powers are to be subject to Protective Provisions for the PLA's benefit in the **draft DCO (Document Reference 3.1)**. These provisions, alongside articles 7, 23 and 25 of the **draft DCO (Document Reference 3.1)** seek to deal with the interaction with the 1968 Act regime. They build on precedents from the Silvertown Tunnel and Tilbury 2 projects and the Lower Thames Crossing Examination. Parts of this drafting were shared with the PLA prior to submission and feedback given, and the Applicant has taken on board those comments it agrees with in the **draft DCO (Document Reference 3.1)** that has been submitted. The Applicant is confident that

agreement will be able be reached on this drafting which will give the PLA the protection it needs, even if a voluntary property agreement is not completed by the end of Examination.

- the EA will seek Protective Provisions in order to agree to relevant disapplications in the **draft DCO (Document Reference 3.1)** (including flood risk activity permits), ensure their flood defences are protected, and to protect Great Breach Pumping Station. The Applicant has been in discussions with the EA on substantive matters for some time, and their asks have been reflected in the draft Protective Provisions submitted with the **draft DCO (Document Reference 3.1)**, which uses as its base, with some amendments, the EA's 'preferred' form of Protective Provisions on other DCOs.
- in relation to Thames Water, the Applicant has made good progress in discussions on technical detail. The Protective Provisions in the **draft DCO (Document Reference 3.1)** reflect those in the Riverside Energy Park Order 2020, with an additional provision in respect of their secondary access road, and protects Thames Water's apparatus (including any drains affected by Work Number 2 and the compulsory acquisition of rights proposed for it (and considering section 127(6) of the PA2008 accordingly)) when the Proposed Scheme seeks to connect to it.

- 8.3.6. Negotiations with Thames Water on land matters (Crossness LNR) have been attempted, but less progress has been made with it. The Protective Provisions in the **draft DCO (Document Reference 3.1)** do not protect Thames Water's interests in land (as opposed to apparatus) within the Order limits (plots 1-020, 1-021, 1-033, 1-036, 1-038, 1-041, 1-042, 1-044, 1-046, 1-047, 1-050, 1-057, 1-090, 1-093, 1-099, 1-102, 1-106, 1-108, 1-114, and 1-122).
- 8.3.7. Thames Water's view is that the land should be considered to form part of their statutory undertaking as they were and are required to create, maintain and manage Crossness LNR as a result of obligations of a section 106 agreement ('the section 106 agreement') with LBB dated 21 July 1994 (**available at Appendix A** to this Statement), which was associated with the planning permission for Crossness STW.
- 8.3.8. In response to this, firstly, the Applicant does not agree that land that is held by Thames Water solely to ensure compliance with a section 106 Agreement and that is not used as part of the Crossness STW, or any other is part of Thames Water's functions, is held for the purposes of its undertaking.
- 8.3.9. In any event even if the land was considered to be held for its undertaking, the **draft DCO (Document Reference 3.1)** has been drafted such that the carrying out of the authorised development, and any associated land powers (even if compulsory acquisition powers were used from the outset) would not put Thames Water in breach of the section 106 agreement on that land. Article 47 of the **draft DCO (Document Reference 3.1)** makes clear that the carrying out of Work Number 7 (which are the only works proposed on Thames Water's land subject to compulsory acquisition) does not constitute a breach of the section 106 Agreement and that once those works

are completed, the relevant clause of the section 106 agreement is abrogated, meaning it will no longer apply to that land.

- 8.3.10. The management of that land is then to be replaced by the provisions of the final **LaBARDS** in the future. The proposed section 106 Agreement associated with the Proposed Scheme, Heads of Terms for which are submitted with the DCO Application (**Document Reference 7.1**), will ensure that Thames Water are not financially worse off for having to manage the part of the Crossness LNR that remains in their ownership in line with that new management regime.
- 8.3.11. As such, there can be no serious detriment to Thames Water's undertaking, even if the land in question is considered to form part of it. The Applicant therefore considers that compulsory acquisition powers are able to be granted over this land and the tests in section 127(3) can be met.
- 8.3.12. The Applicant anticipates that its negotiations with statutory undertakers will provide a basis for the inclusion in the **draft DCO (Document Reference 3.1)** of appropriate Protective Provisions. The Applicant expects to achieve an agreed and satisfactory position with each of the affected statutory undertakers prior to the close of examination.

8.4. OTHER CONSENTS

- 8.4.1. Other consents, licences and permits are or may be required in order for the Proposed Scheme to be constructed and subsequently operated. The **Other Consents and Licences (Document Reference 5.5)** statement sets out the additional consents, licences and permits, in addition to the DCO or that are incorporated into the DCO, which the Applicant intends, or may be required and when they will be applied for. Some of these additional consents, licences and permits are identified below:
- Environmental Permit under the Environmental Permitting (England and Wales) Regulations 2016, as amended, for the operation of the Carbon Capture Facility. Among other things, the Environmental Permit would regulate emissions to air from the operational and emergency venting of CO₂. There would also be variations to the Environmental Permits held for Riverside 1 and Riverside 2. An application for an Environmental Permit will be being made to the Environment Agency following the DCO application to the Secretary of State, following appointment of the technology provider for the Proposed Scheme.
 - European Protected Species (EPS) Licence under the Conservation of Habitats and Species Regulations 2017, as amended in respect of Water Voles. The presence of water voles has been determined by surveys undertaken to inform the Environmental Impact Assessment work and is reported in **Chapter 7: Terrestrial Biodiversity (Volume 1)** of the **ES (Document Reference 6.1)**. An application for an EPS licence would be made in the event that, prior to commencement of construction, European Protected Species are identified in any part of the site and

effects on them through pre-construction surveys, or their habitats, cannot be avoided.

- Trade Effluent Consent for foul drainage discharges from the Waste treatment facilities within the Carbon Capture Facility under the Water Industry Act 1991. The application form is completed, but submission is pending discussion with Thames Water with regards to network capacities.

9. HUMAN RIGHTS

9.1. HUMAN RIGHTS CONSIDERATIONS

- 9.1.1. The Human Rights Act 1998 (the 1998 Act) incorporated into UK law the European Convention on Human Rights (the "Convention"). The Convention includes provisions in the form of Articles, the aim of which is to protect the rights of the individual.
- 9.1.2. The following Articles of the Convention are relevant to the Secretary of State's decision as to whether the **draft DCO (Document Reference 3.1)** should be made so as to include powers of compulsory acquisition:
- Article 1 of the First Protocol to the Convention: this protects the right of everyone to peaceful enjoyment of possessions and provides that no one can be deprived of their possessions except in the public interest and subject to the relevant national and international laws and principles.
 - Article 6: this entitles those affected by the powers sought in the draft Order to a fair and public hearing of any relevant objections they may have to the granting of those powers. This includes property rights and can include opportunities to be heard in the decision-making process.
 - Article 8: this protects private and family life, home and correspondence. No public authority can interfere with these rights except such as in accordance with the law and is necessary in the interest of national security, public safety or the economic well-being of the country.
- 9.1.3. The Secretary of State, as the decision maker, is under a duty to consider whether the exercise of powers interacts with the rights protected by the Convention.
- 9.1.4. The **draft DCO (Document Reference 3.1)** has the potential to infringe the rights of persons who hold interests in land within the Order limits under Article 1 of the First Protocol. Such an infringement is authorised by law so long as:
- 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
 - the interference with the convention right is proportionate.
- 9.1.5. In preparing the Application, the Applicant has considered the potential infringement of the Convention rights in consequence of the inclusion of compulsory acquisition powers within the **draft DCO (Document Reference 3.1)**. The Applicant considers that there would be a significant public benefit arising from the grant of the DCO. The benefit is only realised if the DCO is accompanied by the grant of powers of compulsory acquisition. The Applicant has concluded on balance that the significant public benefits outweigh the effects upon persons who own property within the Order land. For those affected by expropriation or dispossession, compensation is payable in accordance with the statutory compensation code. Of note section 5 of the Land

Compensation Act 1961 (as amended) sets out the six rules of compensation for acquisition of land and rights taking account of a no scheme world. The no-scheme world principle is that any increase in the value of land caused by the proposed scheme for which the acquiring authority acquires the land, or by the prospect of that scheme, is to be disregarded, and any decrease in the value of the land caused by that scheme or the prospect of that scheme is to be disregarded.

- 9.1.6. The Applicant notes that no residential property is proposed to be subject to the land powers in the **draft DCO (Document Reference 3.1)**.
- 9.1.7. In relation to Article 6, there has been opportunity to make representations regarding the preparation of the Application. In accordance with Part 5 of the PA2008, the Applicant has consulted with persons set out in the categories contained in section 44 of the PA2008, which includes owners of land within the Order limits and those who may be able to make claims either under sections 7 and 10 of the Compulsory Purchase Act 1965 in respect of severance and injurious affection or under Part 1 of the Land Compensation Act 1973, both pursuant to section 152 of the PA2008. Further, the beneficiaries of rights overridden by the exercise of powers in the **draft DCO (Document Reference 3.1)** would be capable of making claims under section 10 of the Compulsory Purchase Act 1965.
- 9.1.8. Furthermore, representations can also be made in response to any notice given under section 56 of the PA2008 for consideration at examination of the Application by the examining authority and in any written representations procedure which the examining authority decides to uphold or at any compulsory purchase hearing held under section 92 of the PA2008.
- 9.1.9. Should the DCO be made, any person aggrieved may challenge the DCO in the High Court if they consider that the grounds for doing so are made out pursuant to section 118 of the PA2008.
- 9.1.10. In relation to matters of compensation for land and rights to be acquired, rights extinguished, such affected persons have the right to apply to the Upper Tribunal (Lands Chamber), which is an independent judicial body to determine the compensation payable. Those whose land is temporarily possessed and those who are effect as set out in paragraph 9.1.6 above also able to apply to the Upper Tribunal (Lands Chamber).
- 9.1.11. For the above reasons, any infringement of the Convention rights of those whose interests are affected by the inclusion in the **draft DCO (Document Reference 3.1)** of powers of compulsory acquisition, is proportionate and legitimate and is in accordance with national and European law.
- 9.1.12. For the reasons set out in Chapter 6 of this Statement, the Applicant considers that there is a compelling case in the public interest for the exercise of such powers of compulsory acquisition. The Applicant considers that it would, therefore, be appropriate and proportionate for the Secretary of State to make the DCO, including the grant of compulsory acquisition powers.

10. FURTHER INFORMATION

10.1. INSPECTION OF DOCUMENTS

10.1.1. Those wishing to view any documents connected to and submitted with the DCO Application can do so at the following addresses:

- London Borough of Bexley, Civic Offices, 2 Watling Street, Bexleyheath, DA6 7AT;
- Upper Belvedere Community Library, Woolwich Road, Upper Belvedere, DA17 5EQ; or
- Belvedere Community Centre, Mitchell Close, Belvedere, London, DA17 6AA.

10.2. NEGOTIATION OF SALE

10.2.1. The owners and occupiers of property affected by the **draft DCO (Document Reference 3.1)** who wish to negotiate a sale or discuss matters of compensation should contact decarbonisation@corygroup.co.uk marked for the attention of Stuart Cooper and Alex Bodrozic.

10.3. COMPENSATION

10.3.1. Provision is made by statute with regard to compensation for the compulsory acquisition of land and the depreciation value of properties. Helpful information is given in the series of booklets published by the Ministry of Housing, Communities and Local Government entitled "Compulsory Purchase and Compensation" listed below:

- Booklet No. 1 - Procedure;
- Booklet No. 2 - Compensation to Business Owners and Occupiers;
- Booklet No. 3 - Compensation to Agricultural Owners and Occupiers; and
- Booklet No. 4 - Compensation for Residential Owners and Occupiers.

10.3.2. Copies of these booklets are obtainable, free of charge, from:

<https://www.gov.uk/government/collections/compulsory-purchase-system-guidance>

11. CONCLUSION

- 11.1.1. The Applicant submits, for the reasons explained in this Statement of Reasons, that the inclusion of powers of compulsory acquisition in the **draft DCO (Document Reference 3.1)** for the purposes of the Proposed Scheme meets the conditions of section 122 of the PA2008 as well as the considerations in the Guidance.
- 11.1.2. The acquisition of land, the acquisition of rights over land 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 Scheme. 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 2.3)**, the **DAD (Document Reference 5.6)**, the **TSAR (Document Reference 7.5)**, the **JSAR (Document Reference 7.6)**, and other information both in this and in other documents accompanying the Application.
- 11.1.3. The need for the Proposed Scheme is unequivocally set out in NPS EN-1, as a critical national priority. This demonstrates that there is a compelling case in the public interest for the land to be acquired compulsorily.
- 11.1.4. All reasonable alternatives to compulsory acquisition have been explored. Whilst seeking compulsory acquisition powers, the Applicant will continue to seek to acquire the land, the temporary use of land, the rights and other interests it reasonably, necessarily and proportionately requires by agreement, as well as secure the removal of matters affecting the Order land that may impede the Proposed Scheme, wherever possible.
- 11.1.5. Given the national and local need for the Proposed Scheme and the national support for it, as well as the suitability of the Order land (for the reasons outlined above), the compulsory acquisition of the land, the compulsory acquisition of rights over land 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 justified.
- 11.1.6. The proposed interference with the rights of those with an interest in the Order land is for a legitimate purpose, namely the Proposed Scheme, and is necessary and proportionate to that purpose. The Applicant considers that the very substantial public benefits to be derived from the proposed compulsory acquisition would decisively outweigh the private loss that would be suffered by those whose land or interests are to be acquired, and therefore justifies interfering with that land or those rights.
- 11.1.7. The Applicant has set out clear and specific proposals for how the Order land will be used.
- 11.1.8. The Applicant has submitted that the Secretary of State can be satisfied that section 131(4A) applies and therefore no SPP is required in respect of the Special Category

Land within the Order limits. The Applicant considers and has demonstrated that there is no suitable land available to be given in exchange for the Special Category Land. The Applicant has also demonstrated that, given the critical national priority for projects such as the Proposed Scheme, it is strongly in the public interest for the development for which the Order grants consent to be capable of being begun sooner than is likely to be possible if the order were to be subject (to any extent) to SPP.

- 11.1.9. As set out in the **Funding Statement (Document Reference 4.2)** the requisite funds are available to meet any costs of land acquisition and compensation payable as a result of the use of powers of compulsory acquisition.

Appendices

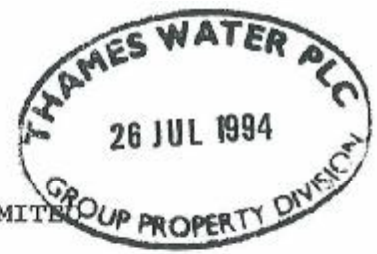
Appendix A

1994 CROSSNESS STW SPG SECTION 106

DATED 21st January 1994

THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF BEXLEY

- and -



THAMES WATER UTILITIES LIMITED

CROSSNESS SEWAGE TREATMENT WORKS
BELVEDERE ROAD ABBEY WOOD
LONDON BOROUGH OF BEXLEY

L J Birch
Chief Solicitor
London Borough of Bexley
Bexley Civic Offices
Broadway
Bexleyheath
Kent
DA6 7LB

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T A Luft

THIS AGREEMENT is made the 21st day of January 1994
BETWEEN (1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF
BEXLEY ("the Council") of the Civic Offices Broadway Bexleyheath
Kent DA6 7LB (2) THAMES WATER UTILITIES LIMITED ("Thames Water")
whose registered office is at Nugent House, Vastern Road,
Reading, Berkshire RG1 8DB

WHEREAS:

(a) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 and the local Highway Authority for the purposes of the Highways Act 1990 for the area in which the land described in the First Schedule is situated

(b) Thames Water has made application dated the third day of October 1991 under reference number 91/1318U to develop the land shown edged in red on the plan marked A hereto in the First Schedule (hereinafter referred to as "the Site") for the purposes of a sewage sludge incinerator using the fluidised bed process with dewatering, ash collection and gas cleaning facilities as shown on the submitted plans and documentation with the planning application

(c) Thames Water is the freehold owner absolute in possession free from encumbrances of the site

(d) Thames Water is the freehold owner absolute in possession free from encumbrances of the land shown edged in red on the plan marked B hereto in the First Schedule (hereinafter referred as the "Conservation Land")

(e) Thames Water is the freehold owner absolute in possession free from encumbrances of the land shown edged in green on the plan marked D hereto in the First Schedule currently being part of the operational land at Crossness Sewage Treatment Works (hereinafter referred to as the Operational Land)

(f) Various matters appear to the Thames Water to be appropriate for a planning obligation for the purposes of Section 106 of the Town and Country Planning Act 1990 and in accordance with the advice contained in circular 16/91 and Thames Water is desirous of entering into planning obligations in respect of these matters pursuant to this Agreement

(g) The Council by its Town Planning Sub-Committee and Development Committee meetings on the twenty fifth day of August 1992 resolved to delegate authority to its Chief Planning Officer to grant planning permission for the application subject to the imposition of conditions and the completion of this Agreement to secure the planning obligations hereto

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. Interpretation
- 1.1 In this Agreement unless there be something in the subject or context inconsistent therewith
- 1.2 Words importing the singular number only shall include the plural number and vice versa and where any party to this Agreement comprises two or more persons or bodies relevant obligations contained in this Agreement on behalf of such persons or bodies shall be deemed to be joint and several
- 1.3 Words importing persons include corporations and vice versa
- 1.4 Any references to an act of Parliament shall include any modifications extensions or re-enactment thereof for the time being in force and shall also include all instruments orders plans regulations permissions and directions for the time being made issued or given thereunder or deriving validity therefrom

- 1.5 The headings in this Agreement are for ease of reference only and shall not be applicable in the interpretation of this Agreement
- 1.6 Any references to a plan in this Agreement means the plan so numbered/marked as described herein being signed by the parties to this Agreement and shall form part of this Agreement
- 1.7 Any references to the Council in this Agreement shall include any statutory successor authority or authorities
- 1.8 Any reference to Thames Water in this Agreement means Thames Water Utilities Limited and its successors in title the Sewerage Undertaker responsible for the time being for the sewerage and sewage disposal functions for the area which includes the Site

2. Definitions

- 2.1 Throughout this Agreement the expressions following shall have meanings hereinafter mentioned (that is to say):
- 2.2 "Chief Engineer" means the officer for the time being employed by the Council in that capacity or such other suitably qualified officer of the Council as the Council may reasonably nominate
- 2.3 "Chief Solicitor" means the officer for the time being employed by the Council in that capacity or such other legal officer of the Council as the Council may reasonably nominate
- 2.4 "Chief Planning Officer" means the officer for the time being employed by the Council in that capacity or such other suitably qualified officer of the Council as the Council may reasonably nominate

- 2.5 "Chief Environmental Services Officer" means the officer for the time being employed by the Council in that capacity or such other suitably qualified officer of the Council as the Council may reasonably nominate
- 2.6 "Commencement of the Development" and "Commencement of Development" shall be taken to be initiated in accordance with provisions of Section 56 of the Town and Country Planning Act 1990
- 2.7 "The Development" means the development of the Site or any part thereof for the purposes of the said application
- 2.8 "development" shall have the meaning given by Section 55 of the Town and Country Planning Act 1990
- 2.9 "Planning Permission" means the grant of planning permission for the Site pursuant to the said application
- 2.10 "The Incinerator" means the sewage sludge incinerator referred to in planning application reference number 91/1318U
- 2.11 "Indexed to Retail Prices Index" - the recalculation of any payment specified in this Agreement by applying the following formula:

$$A \times B/C = D$$

Where A equals to the sum specified in this Agreement in £ sterling.

B equals the figure shown in the Retail Prices Index as published by the United Kingdom Government for the period immediately prior to the due date for payment of such sum under the provisions of this Agreement.

C equals the figure shown in the Retail Prices Index as published by the United Kingdom Government for the

period immediately prior to today's date.

D equals the recalculated sum in £ sterling payable under this Agreement.

Or if the Retail Prices Index shall cease to be compiled or the formula shall otherwise be incapable of operation, then such other equivalent means as shall be proposed by Thames Water and/or the Council to recalculate such payment with the intent that it shall have like effect and be agreed and in the event of any dispute the matter shall be referred to arbitration save that:

- (1) the person appointed shall be a chartered accountant; and
- (2) the appointor in the event of any disagreement shall be the President of the Institute of Chartered Accountants in England and Wales (or his or her deputy or nominee)

3. Statutory Authorities

3.1 This Agreement is made by virtue of and pursuant to Section 106 of the Town and Country Planning Act 1990 as amended by Section 12 of the Planning and Compensation Act 1991 and every other statutory power thereby enabling to the intent that subject as hereinafter provided it shall bind the Site and the conservation land and the Operational Land and Thames Water and any mortgagee and successors in title in the manner provided by the said power(s) and the obligations contained in clauses four to eleven inclusive and schedules referred to therein of this Agreement are planning obligations for the purposes of Section 106 of the Town and Country

Planning Act 1990 and further it is agreed that the covenants in clause 4 of this Agreement are additionally made pursuant to Section 16 of the Greater London Council (General Powers) Act 1974

3.2 This Agreement is conditional upon and shall not take effect until the grant of the Planning Permission

4. Nature Conservation Land

Thames Water hereby covenants that:

4.1 It shall prepare a Management Plan (hereinafter referred to as "the Management Plan") in accordance with the conservation land specification which sets out the objectives and the principles to be included in the Management Plan and is contained within the Second Schedule to this Agreement (hereinafter referred to as "the Conservation Land Specification"). It shall by the 31st day of December 1994 submit the Management Plan to the Chief Planning Officer for approval and the Council hereby agrees that such approval shall not be unreasonably withheld providing the Management Plan complies with the Conservation Land Specification

4.2 It will carry out any initial capital works as identified by the Management Plan and referred to in the Conservation Land Specification at its sole cost within 18 months of approval of the Management Plan and for the avoidance of doubt these works and the costs thereto are in addition to those pursuant to clause 4.4 hereto

4.3 Notwithstanding clauses 4.4 4.5 and 4.6 below it will maintain and enhance the Conservation Land for a period of 99 years from the date of approval of the Management Plan by the Chief Planning Officer in accordance with

the objectives and principles of the Conservation Land Specification and the Management Plan save that upon notice from the Chief Planning Officer (which notice may be served not later than 12 months following approval of the Management Plan) it will within 3 months of such notice (or other date by written agreement with the Chief Planning Officer) grant a Conservation Lease (hereinafter referred to as "the Conservation Lease") of 99 years in the format set out in the Second Schedule to this Agreement to the Council or such other person or organisation that the Council shall nominate in respect of the Conservation land


- 4.4 It will pay such sum of money to be indexed to the Retail Prices Index as the Management Plan identifies for the future objectives maintenance and enhancement of the Conservation Land (including insurance) into an interest bearing account in the joint names (with joint signatories) of Thames Water and the Council such account to be agreed by Thames Water and the Council (hereinafter referred to as "the Account") to remain for the sole use and benefit of the Management Committee referred to in clause 4.6 below and such sum shall be no less than £150,000 and no more than £300,000 in any event and interest earned shall accrue to the Account
- 4.5 The sum to be paid into the Account pursuant to clause 4.4 above shall be paid by Thames Water no later than 30th June 1997
- 4.6 Thames Water and the Council hereby agree that the Conservation Land shall be exclusively managed by a Management Committee which shall comprise two

representatives or nominees of the Council and of Thames Water and of any lessee pursuant to clause 4.3 above and the Management Committee shall

- 4.6.1 Meet on a regular basis being no less than once per calendar year
- 4.6.2 Report in writing to the Council and Thames Water on the management of the Conservation Land if requested to so do by either the Council or Thames Water
- 4.6.3 Review expenditure in accordance with the Management Plan to ensure its proper implementation
- 4.6.4 Review the Management Plan every five years
- 4.6.5 Control and manage the Account and pay or apply such sums in the Account including any interest thereto in furtherance of the objectives of maintenance and enhancement of the conservation land as identified and required by the Management Plan
- 4.6.6 As is required and proper make regulations from time to time for the administration management and conduct of its responsibilities including the keeping of accounts documentation and records investment of funds as well as any appropriate delegation of powers
- 4.6.7 Terminate its duties and responsibilities in the event of clause 4.11 below being invoked and implemented in which event any sum of money in the Account at that time shall be released to the Trustees for the purpose of the continued maintenance of the Conservation Land pursuant to the Trust Deed arising from the provisions of clause 4.11
- 4.6.8 And in the event of the Management Committee deciding to terminate its duties and responsibilities (other than

pursuant to clause 4.6.7) any sums of money in the Account at that time shall be released to Thames Water and the Conservation Land shall continue to be maintained by Thames Water in accordance with clause 4.3 above

4.7 Thames Water covenants that provided the Council or its nominee(s) enter into the Conservation Lease pursuant to clause 4.3 above if during the duration of the Lease it is terminated for any reason whereby the land reverts to Thames Water then Thames Water will use all reasonable endeavours to continue to maintain and enhance the Conservation Land in accordance with the Management Plan for that period of years that remains unexpired on the Conservation Lease

4.8 Thames Water covenant that ^{approval of the Management Plan by the Chief Planning Officer pursuant to clause 5.4.1.1} pending the ~~Notice~~ and or any  invoking and implementation of clause 4.11 below Thames Water shall use all reasonable endeavours to maintain and enhance the Conservation land commensurate with the future intention for the land to be conserved in accordance with the Conservation Land Specification and the Management Plan

4.9 Thames Water and the Council hereby agree that the requirements and obligations arising from clauses 4.3 4.4 4.5 4.6 and 4.7 above are only applicable to the extent that the provisions of clause 4.11 below have not been invoked and implemented as at any requisite date whereby a requirement or an obligation arises on Thames Water or the Council pursuant to clauses 4.3 4.4 4.5 4.6 and 4.7 (and for the avoidance of doubt the obligations in clause 4.4 as to the sum of money thereto

shall as is applicable be paid or having been paid the sum of money in the Account shall be transferred from the Account pursuant to the obligations in clause 4.11.4 below) and if the provisions of clause 4.11 have been invoked and implemented the Conservation Land shall be maintained and enhanced in accordance with the requirements and obligations arising from clause 4.11

4.10 Thames Water and the Council hereby further agree that if the provisions of clause 4.11 are invoked and implemented following partial or full implementation of the provisions of clauses 4.3 4.4 4.5 4.6 and 4.7 the maintenance and enhancement of the Conservation Land shall continue from thereon in accordance with the requirements and obligations arising from clause 4.11

4.11 Thames Water hereby covenants that upon a notice being served from the Chief Planning Officer requiring the management of the Conservation Land to proceed by way of a Trust Deed (hereinafter referred to as "the Trust Deed") so as to maintain and enhance the Conservation Land in accordance with the objectives and principles of the Conservation Land Specification and the Management Plan it will use all reasonable endeavours to as soon as reasonably practical:

4.11.1 Agree the terms of the Trust Deed with the Council and or any nominee(s) of the Council

4.11.2 Procure the completion of the Trust Deed

4.11.3 Take all such steps as are reasonably necessary to seek charitable status attaching to the Trust Deed including seeking registration of the Trust Deed through the Charity Commissioners if appropriate

- 4.11.4 Procure that any sum of money to be paid by Thames Water pursuant to clause 4.4 above or having been paid by Thames Water such sum of money in the Account pursuant to clause 4.4 above and as required by the Management Plan shall be either paid or transferred as is applicable to the sole order and control of the Trustees appointed pursuant to the Trust Deed (hereinafter referred to as "the Trustees")
- 4.11.5 In the event of the Trustees so requiring lease the Conservation Land to the Trustees in the substantive terms and format of the Conservation Lease set out in the Second Schedule to this Agreement save that if the Conservation Lease has previously been granted and is extant if the Trustees so require procure that the lessees thereto assign their interest in the Conservation Lease to the Trustees
- 4.11.6 Pay all the reasonable legal fees of the Council and any other reasonable fees costs and expenses that may directly arise from the provisions of this clause 4.11 in the creation of the Trust
- 4.12 Thames Water and the Council hereby agree that the term of years of the Trust Deed shall be such that the Conservation Land shall be subject to the covenants in clause 4.11 for the same term of years or as close thereto as may be practical as the Conservation Land would have been so bound pursuant to clause 4.3 hereto
- 4.13 Thames Water and the Council hereby agree that unless otherwise agreed the Trustees to be first appointed pursuant to the Trust Deed shall comprise two representatives or nominees of the Council and of Thames

Water and of any lessee of the Conservation Land pursuant to the Conservation Lease or any such similar Lease

4.14 The Council agrees to use all reasonable endeavours and to take all such steps as are reasonably necessary to assist and co-operate with Thames Water so as to procure the implementation of the provisions of clause 4.11 hereto

4.15 In the event of the Trustees deciding to terminate the Trust any sums of money held by the Trustees in the Trust at that time shall be released to Thames Water for the purpose of the continued maintenance by Thames Water of the Conservation Land in accordance with clause 4.3 above

5. Thames River Walk Way

5.1 In this Clause the expression "Thames Riverside Walk Way" comprises the land shown coloured in blue and red on the plan marked 'C' hereto in the First Schedule and more particularly between points 'x' 'z' and 'y' on the plans marked 'C1' 'C2' and 'C3' hereto in the First Schedule and includes the footpath associated landscape areas street furniture all relevant earthworks and base constructions works to be completed in accordance with any details approved pursuant to a relevant planning condition or conditions and any planning permission for the development of the Site and the general principles of development of the Thames Riverside Walk Way as set out in the Third Schedule to this Agreement

5.2 Thames Water hereby covenants with the Council:

5.2.1 To complete the construction of the Thames Riverside

Walk Way so that it is fully and properly available for use by the public prior to the first of June 1997

5.2.2 The Thames Riverside Walkway will be constructed and maintained so that at points 'X' and 'Y' it links with the footways at the boundary of the land of Thames Water to which the public have access, so that the public may in a safe and proper manner freely and without hindrance have access and egress between the Thames Riverside Walkway and the said footways

5.2.3 It shall thereafter keep and maintain to a standard commensurate with its specification and use the Thames Riverside Walk Way available for use by the public (at its sole fee or expense) for amenity purposes between dawn and dusk on 364 days on every calendar year (including all or that part of the calendar year thereof from the date set out in 5.2.1 above

5.2.4 Notwithstanding the provisions contained in 5.2.2 above Thames Water shall close the Thames Riverside Walkway for such period only as there may reasonably be a risk of or actual danger to the health and safety of users of the Thames Riverside Walkway and employees and contractors of Thames Water arising from the use and operation of the Site and the Operational land and Thames Water shall:-

(i) where reasonably practicable use and operate the Site and the Operational land at all times so as to seek to avoid such closure and

(ii) give the Chief Planning Officer such prior written notice of closure as may be practical in the circumstances and

(iii) in the event of closure forthwith provide to the Chief Planning Officer a full written report of the reasons for the closure and steps to be taken where reasonably practicable to avoid future danger to health and safety of users of the Thames Riverside Walkway

6. Emissions

Thames Water covenants with the Council that it will comply with the following requirements:

- 6.1 Thames Water will design and construct the incinerator and use all reasonable endeavours to ensure that the incinerator is operated in accordance with the German Order 17 BLM SCH V and known as "TA Luft 1990" standard as set out in the Fourth Schedule of this Agreement notwithstanding any lesser standard set by Her Majesty's Inspectorate of Pollution (HMIP) under IPC Regulations. The principal standards against which compliance will be assessed are the daily mean values. The extent of monitoring for half-hourly mean values will be assessed in conjunction with HMIP and the Council following commissioning of the incinerator
- 6.2 Thames Water will measure and monitor emissions from the incinerator in accordance with the requirements and standards set by HMIP and will demonstrate to the Council's reasonable satisfaction compliance with 6.1 above
- 6.3 Thames Water will forthwith provide to the Council (at no cost to the Council) copies of all such information arising from 6.2 above
- 6.4 Where measurements reveal exceedence of the limits of emission provided by 6.1 above, Thames Water will within

24 hours notify the Chief Environmental Services Officer and within three working days Thames Water will provide written details including copies of any relevant documentation

7. Air Quality Monitoring

Thames Water hereby covenants:

- 7.1 To pay to the Council the sum of Five hundred thousand pounds (£500,000) such sum to be indexed to the Retail Price Index, to enable the Council to carry out Air Quality Monitoring
- 7.2 The payment referred to in Clause 7.1 shall be made by Thames Water to the Council on 3rd April 1995
- 7.3 Thames Water hereby grants all necessary rights of access to Crossness Sewage Treatment Works to the Council to enable the Council to carry out the Air Quality Monitoring.

8. Construction Traffic

- 8.1 For the purposes of this Clause the following words and expressions shall have the meanings assigned to them:
- 8.1.1 "Heavy goods vehicle" means any goods vehicle which has an operating weight exceeding 3 tonnes which is constructed or adapted and used to carry or haul construction materials or spoil and for these purposes the operating weight of the goods vehicle is;
- in the case of a motor vehicle not drawing a trailer or in the case of a trailer its maximum laden weight
- in the case of an articulated vehicle its maximum laden weight (if it has one) and otherwise the aggregate maximum laden weight of all the individual vehicles forming part of that articulated vehicle and

in the case of a motor vehicle (other than an articulated vehicle) drawing one or more trailers the aggregate maximum laden weight of the motor vehicle and trailer or trailers attached to it

- 8.1.2 "Articulated vehicle" means the motor vehicle with a trailer so attached to it as to be partially superimposed upon it
- 8.1.3 "Goods vehicle" means the motor vehicle constructed or adapted for use for the carriage of goods or burden of any description or a trailer so constructed or adapted
- 8.1.4 "Trailer" means any vehicle other than a motor vehicle and references to the maximum laden weight of a vehicle are references to the total laden weight which must not be exceeded in the case of that vehicle if it is to be used in Great Britain without contravening any regulations for the time being in force under Section 31 of the Road Traffic Act 1988 (Construction and Use Regulations)
- 8.1.5 "Local traffic routes" means such roads as may be designated as such for any statutory development plans for the administrative area of the Council ("the Borough")
- 8.1.6 "Primary roads" means such roads as may be designated as such by any statutory development plan for the Borough
- 8.1.7 "Secondary roads" means such roads as may be designated as such by any statutory development plans for the Borough
- 8.2 Thames Water hereby covenants with the Council that from Commencement of Development to the completion of the construction of the Development use of the Site shall

only be continued for the purposes of the Development provided that it will take all reasonable steps to make such arrangements (including but not limited to adequate sign posting and written and oral notification to all employees agents customers contractors and suppliers using heavy goods vehicles) as may be appropriate and as reasonably requested by the Council to ensure that unless otherwise agreed in writing with the Chief Engineer for the time being of the Council heavy goods vehicles travelling either to or from Site loaded partially fully or empty do not travel on any road public or private within the Borough except such roads as are indicated by the black circular marking on plan marked E hereto in the First Schedule to this Agreement (being that part of the A20 A21 Harrow Manorway Belvedere road and the adjoining roundabout on the A2016 as annotated on the said plan) save that in the case of heavy goods vehicles with origins and destinations solely within the Borough travel is permitted on the primary and secondary roads of the Borough and where it is necessary to gain specific access to property travel is further permitted on the local traffic routes

9. Odour Control

- 9.1 For the purposes of clause 9 odour nuisance shall be interpreted in accordance with the provisions relating to statutory nuisances contained in Sections 79 and 80 Environmental Protection Act 1990
- 9.2 Thames Water covenants with the Council to take best practical means to prevent or counteract any odour nuisance associated with the treatment of sewage at the

Site. In particular Thames Water will:

- 9.2.1 Give to the Chief Environmental Services Officer prior written notice of no less than 14 working days of all planned maintenance work which it reasonably anticipates will create an odour nuisance
- 9.2.2 Carry out all the planned maintenance work which it reasonably anticipates will create an odour nuisance wherever reasonably practicable during the months of October to March inclusive
- 9.2.3 Implement additional measures to prevent or counteract all odour nuisance in accordance with best practical means of good management and operational practices.
- 9.2.4 Inform the Chief Environmental Services Officer immediately of any unplanned maintenance work required for emergency purposes which it anticipates will create an odour nuisance

10. Future Research

- 10.1 Thames Water hereby covenants that:

It will continue to carry out an annual exercise investigating alternatives for sludge utilisation in the same format as is presently undertaken by Thames Water for the Ministry of Agriculture, Fisheries and Food, and to provide the Council (at no cost to the Council) with the results of the investigation

- 10.2 It will continue its current investigations into alternatives for sludge utilisation and make available to the council (at no cost to the Council) once a year a summary and upon request by the Chief Environmental Services Officer the full results of the information which it generates from those investigations and the

first summary/full results shall be provided on the 1st day of January 1995

10.3 Thames Water agrees to meet with the Chief Environmental Services Officer or his nominee once a year to discuss the information referred to in clauses 10.1 and 10.2 above

10.4 Any detailed commercially sensitive information provided to the Council under this clause in relation to the financial or business affairs of Thames Water shall be treated by the Council on a confidential basis save with the prior consent of Thames Water

11. Operational Land

Thames Water hereby covenants with the Council that the Operational land as shown edged in green on the plan marked D hereto in the First Schedule shall only be used for either (i) the statutory operational purposes and duties of Thames Water as a sewerage and water undertaker or (ii) in the event of it not being used as above then any use of the land shall at all times be fully in compliance with the then adopted statutory Development plan for the area of the Council or any successor authority thereto

12. Agreements and Declarations

It is hereby agreed and declared that upon a disposal of the Site the Conservation land the Operational land or any part(s) thereof which transfers obligations under this Agreement Thames Water shall serve notice accompanied by a plan of the land disposed of and giving the name and address for service of notices on the person or company as the case may be to whom the

disposal was made on the Council within 7 days of completion of the disposal

13. Interest

Interest shall become payable on any monies due from the Thames Water to the Council pursuant to this Agreement not paid on or before the due date at the rate of 4% per annum above Barclays Bank base lending rate for the time being in force and be calculated on a daily basis

14. Local Land Charges/Land Registry

14.1 The Council shall register this Agreement in its register of Local Land Charges

14.2 The Council hereby applies to the Chief Land Registrar to enter a notice of this Agreement as a class D(ii) land charge pursuant to the Land Charges Act 1972 and Thames Water hereby consents to such application(s) and undertakes at its own expense to produce any documents and take all such reasonable steps as are necessary to enable such application(s) to proceed

15. Value Added Tax

15.1 Any sum stated to be payable under or by virtue of the provisions of this Agreement shall be deemed to have been stated exclusive of any VAT which may be or become payable in respect thereof and Thames Water shall pay and keep the Council indemnified from and against all value added tax including any interest and penalty thereon which may from time to time be charged on any monies payable by Thames Water under this Agreement provided the Council complies with its obligations under clauses 15.2 and 15.3 below

15.2 If required the Council shall on request by Thames Water

submit a valid Value Added Tax invoice to Thames Water

15.3 The Council shall act promptly at all times so as to notify Thames Water should the appropriate Government department make any enquiry or raise any demand as to payment of VAT including any interest and penalty thereon as to any sums payable by Thames Water under this Agreement

16. Disputes

16.1 Any dispute or difference arising between the parties hereto as to their respective rights duties and obligations hereunder or as to any matter arising out of or in connection with the subject matter of this Agreement shall be referred to and determined by an independent person who has been professionally qualified for not less than 10 years and who is also a specialist in relation to such subject matter such independent person to be agreed between the parties hereto or failing such agreement to be nominated by the President or the Vice-President or other duly authorised officer of the Law Society on the application of either the Council or Thames Water

16.2 Except as mentioned in the next succeeding sub-clause any person appointed under this Clause shall act as an arbitrator in accordance with the Arbitration Acts 1950 to 1979

16.3 Any person appointed under this Clause shall be requested by the parties to act as an expert and not as an arbitrator and once such person has expressed willingness so to act the following provisions shall apply:-

- (a) such person shall fully consider all written representations made by or on behalf of the Council and Thames Water which shall be delivered to him within 28 days of notice of his appointment
- (b) he shall use all reasonable endeavours to give his decision as speedily as possible
- (c) the decision of such independent person shall be final and binding on the parties hereto in respect of all matters referred to him
- (d) the fees of such independent person shall be payable by the parties hereto in such proportions as he shall determine or in default of such determination equally between them
- (e) if such person shall die or refuse or be unwilling to act the procedure for appointment of another expert shall be repeated as often as may be necessary

16.4 The provision of arbitration clauses in this Agreement shall in no way prejudice affect or be a pre-requirement of the Council seeking to apply its statutory remedies including entry upon land and/or the taking of Court action arising from this Agreement

17. Consents of Parties Limited

No consents issued pursuant to the provisions of this Agreement shall constitute a consent for the purpose of any statutory powers vested in the Council or Thames Water other than those specifically referred to herein and no consent shall be valid or deemed to be given pursuant to this Agreement unless it is given in writing in accordance with the requirements of this Agreement

18. Service of Notices

The provisions of Section 196 of the Law and Property Act 1925 (as amended) shall be deemed to be incorporated herein and notice required to be served upon the Council shall be deemed to be properly served if it is addressed to the Chief Solicitor and left at the Civic Offices Broadway Bexleyheath Kent DA6 7LB and any notice required to be served upon Thames Water shall be deemed to be properly served if left at its registered office and any notice required to be served on any successor to Thames Water shall be deemed to be properly served if addressed to the person(s) named in the latest relevant notices of disposal serviced pursuant to clause 12 at the address for service stated therein and/or in the case of a company at the registered office of that company

19. Council Legal Fees

Thames Water agrees to pay the reasonable legal fees of the Council arising from this Agreement on completion of this Agreement

20. Severance

If any term provision clause or sub-clause of this agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable the same shall be severable from the remainder of this agreement and the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which such term or provision is held invalid or unenforceable shall not be affected thereby, and each term and

provision of this agreement shall be valid and be enforced to the fullest extent permitted by law

21. Representations

Each party to this Agreement acknowledges that this agreement has not been entered into in reliance wholly or partly on any statement or representations made by or on behalf of the other party except any such statement or representation that is expressly set out in this agreement

22. Modification of Agreement

No modification alteration or waiver of any of the provisions of this Agreement except as otherwise herein provided shall be effective unless the same is in accordance with section 106A or Section 106B of the Town and Country Planning Act 1990 or any statutory re-enactment thereof or is in writing under seal and signed by the party against which the enforcement of such modification alteration or waiver is sought

23. Non-waiver

The failure of any party hereto at any time to require performance by any other party of any provisions of this Agreement shall in no way affect the right of such party to require performance of that provision

IN WITNESS WHEREOF the parties have executed this Agreement as a deed the day and year first above written

FIRST SCHEDULE

Plan A The Site

Plan B The Conservation Land

Plan C Thames Riverside Walkway

Plan C1 Thames Riverside Walkway Point 'X'

Plan C2 Thames Riverside Walkway Point 'Z'

Plan C3 Thames Riverside Walkway Point 'Y'

Plan D The Operational Land

Plan E Construction Traffic Routing

ON A11 SCALE - 1/4" = 10' (0.0001) A11

NOTES

1. All dimensions are cumulative and all levels in meters unless otherwise stated.
2. Section 1014 Agreement
3. Crossness Sewage Treatment Works

Application Site

Thames Water Land Holding



21049

John D. ...
SECRETARY

9039

PLAN A

1. PLANNING APPROVAL	2.	3.	4.	5.	6.	7.	8.	9.	10.
Thames Water Utilities									
Milton Electricity									
EAST LONDON SLOUGH INCORPORATION SCHEME									
INCORPORATION SCHEME									
GENERATOR PLANT LOCATION PLAN									
Scale: 1:1000									
Date: 28/04/11									
Drawing No: Y 212									

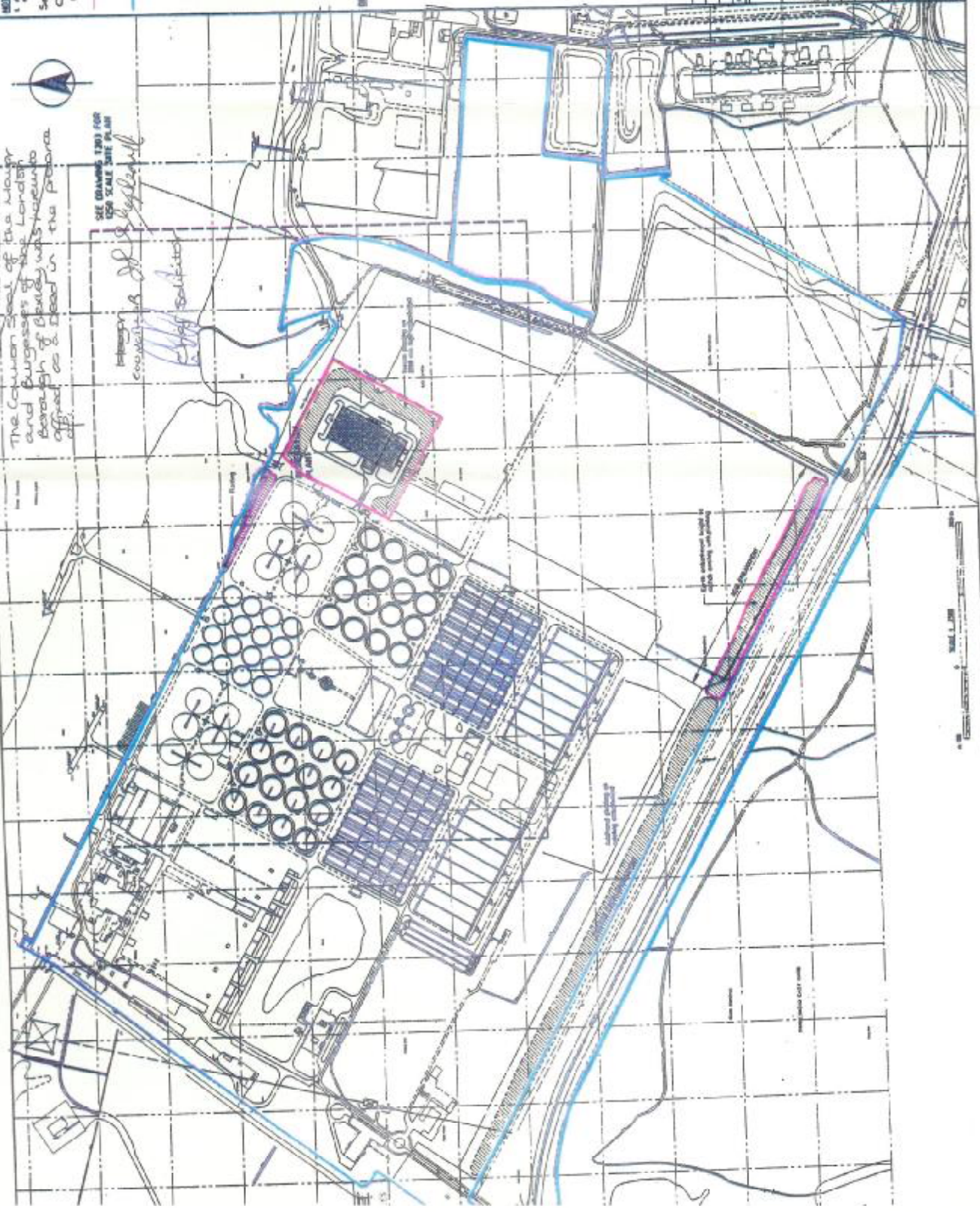


The Common Seal of the Mayor and Burgesses of the London Borough of Havering was hereunto affixed as is shown in the original.

SEE DRAWING 1203 FOR 1/4" SCALE SITE PLAN

John D. ...

John D. ...



Scale 1:1000

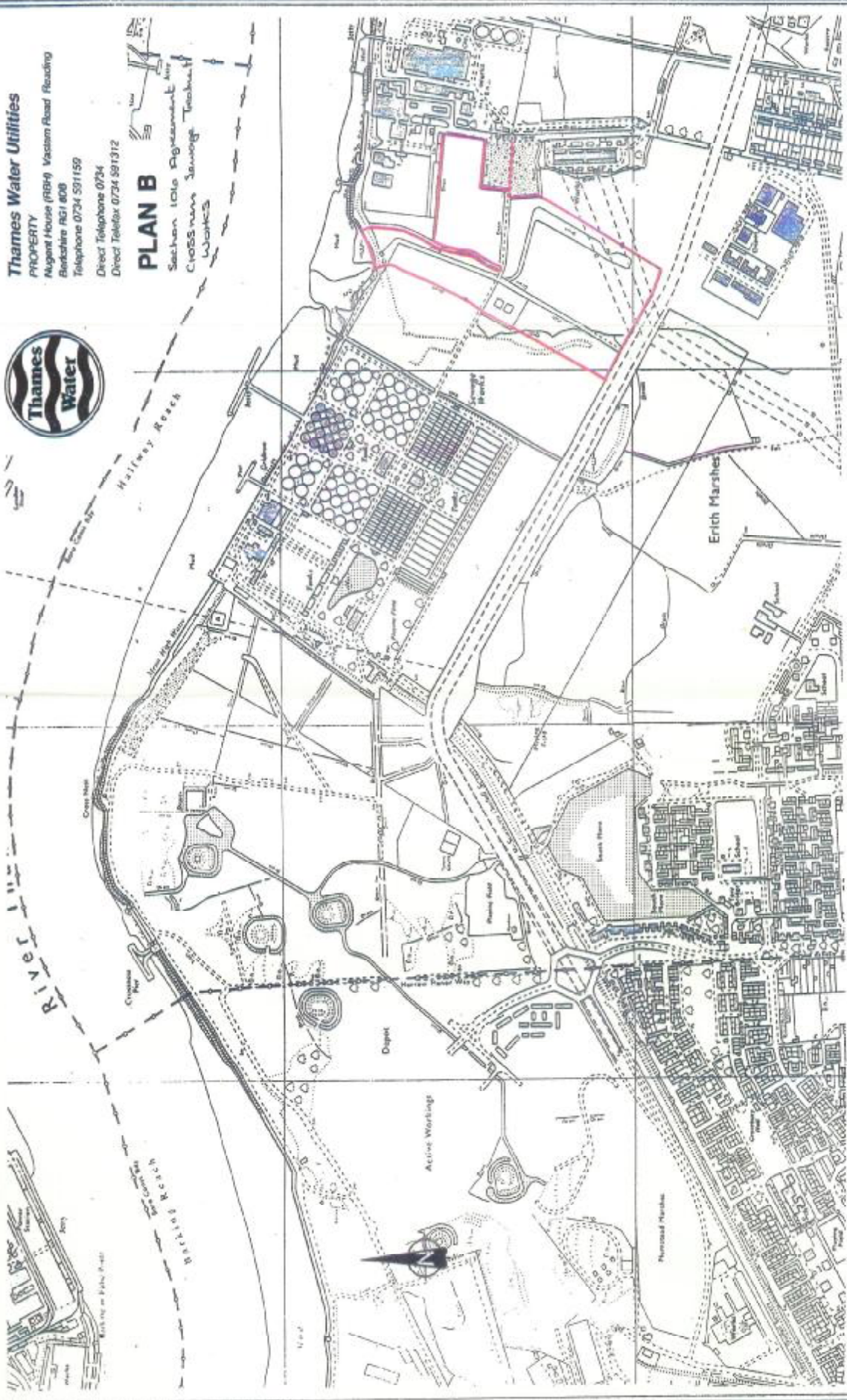


Thames Water Utilities

PROPERTY
 Nugent House (RBH) Vauxton Road Reading
 Berkshire RG1 4DB
 Telephone 0734 591159
 Direct Telephone 0734
 Direct Telefax 0734 591312

PLAN B

Section 101a Regulated
 Crossness Sewage Treatment
 Works



Thames Water Utilities Limited
 Registered in England and Wales No. 2306662
 Registered office: Nugent House, Vauxton Road, Reading RG1 4DB
 Part of the Thames Water PLC Group

CROSSNESS SEWAGE TREATMENT WORKS

Scale 1 : 10000
 Date Jan 1991
 O.S. TO 4890
 A4/



Thames Water Utilities

PROPERTY

Wigmore House (R94) Western Road Reading
Berkshire RG1 4DB
Telephone 0734 591159

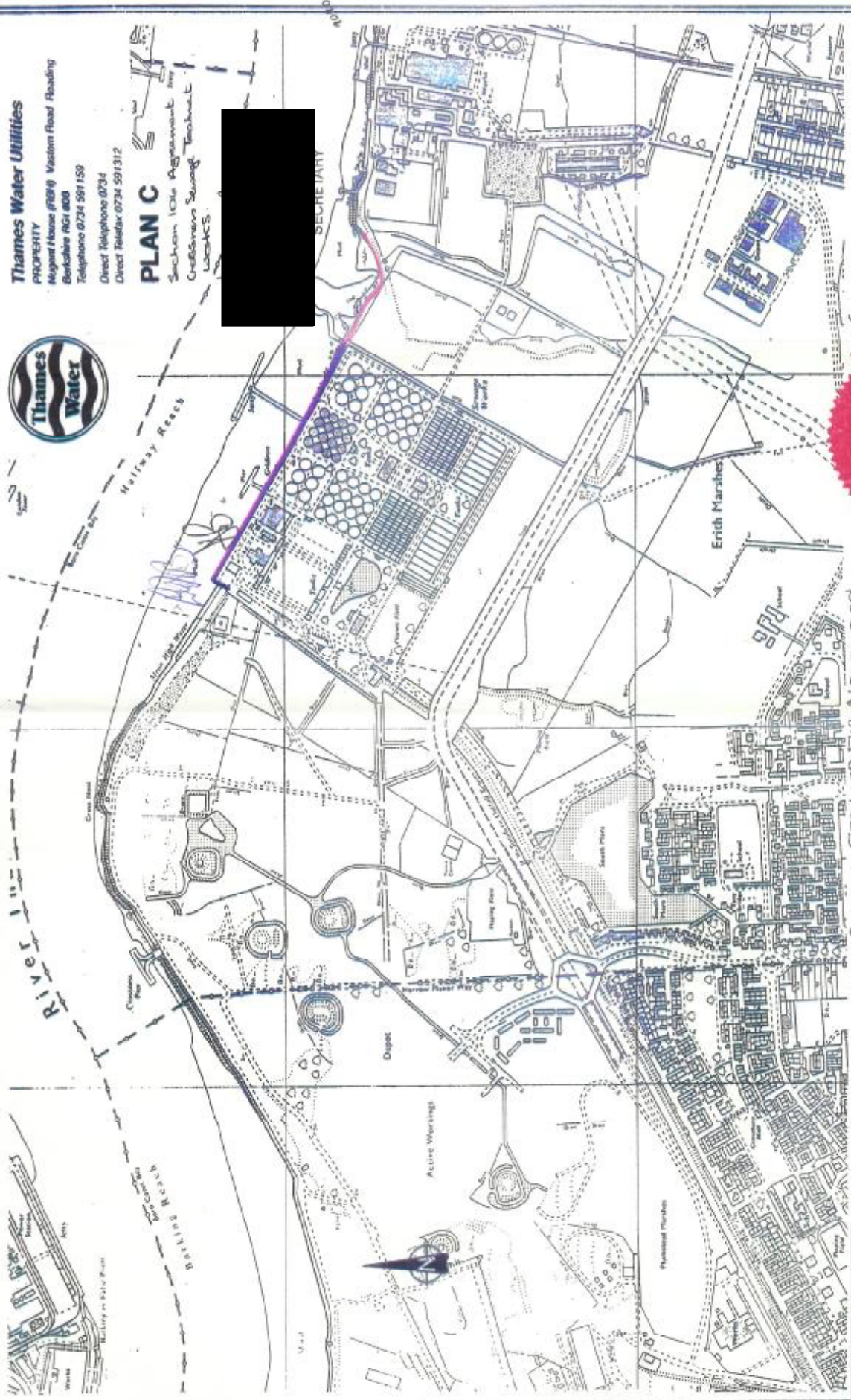
Direct Telephone 0734
Direct Telex 0734 591312

PLAN C

Section 104 Agreement
Crossness Sewage Treatment
Works



Thames Water Utilities Limited
Registered in England and Wales No. 2306061
Registered office: Wigmore House, Western Road, Reading RG1 4DB
Part of the Thames Water Plc Group



The Council seek of the Mayor and
Burgesses of the London Borough of Bexley
was herewith affixed as a seal in the
presence of **CROSSNESS SEWAGE TREATMENT WORKS**

Scale 1 : 10000
Date Jan 1991
O.S. TO 4880

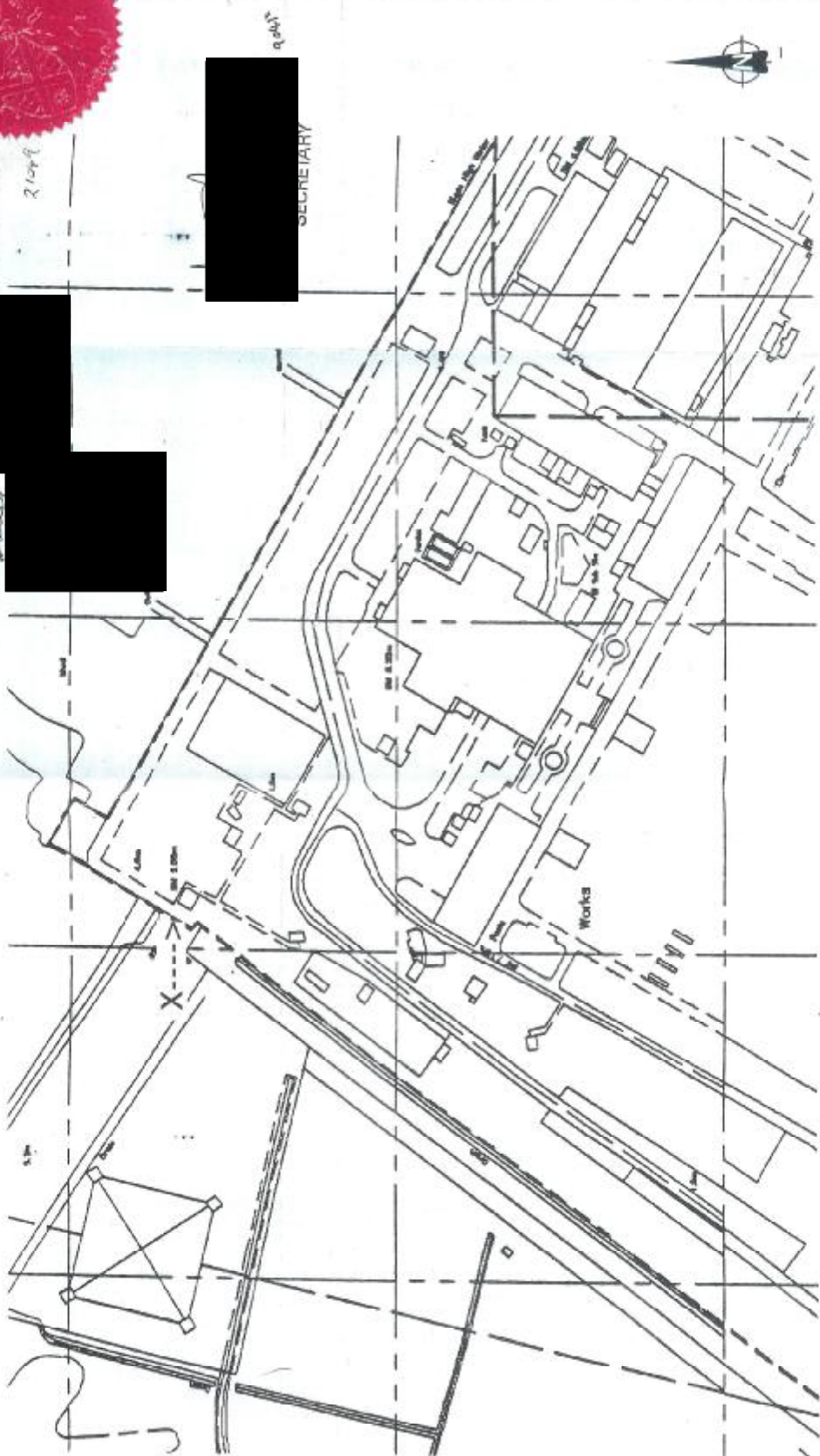
A4/

The Common Seal of the Mayor and Burgesses of the London Borough of Barking was hereunto affixed as a Deed in the presence of:



Thames Water Utilities
PROPERTY
Mugger House (RDH), Vastern Road, Reading,
Berkshire RG1 8QB
Telephone 0734 591150

Post Telephone 0734
Fax 0734 591312



Thames Water Utilities Limited
Registered in England and Wales No. 2306687
Registered office: Mugger House, Vastern Road, Reading RG1 8QB
Head of the Thames Water PLC Group

CROSSNESS SEWAGE TREATMENT WORKS - PLAN C1

Scale 1:1250
Date DEC 1993
O.S. TO 4890

A4/

Thames Water Utilities

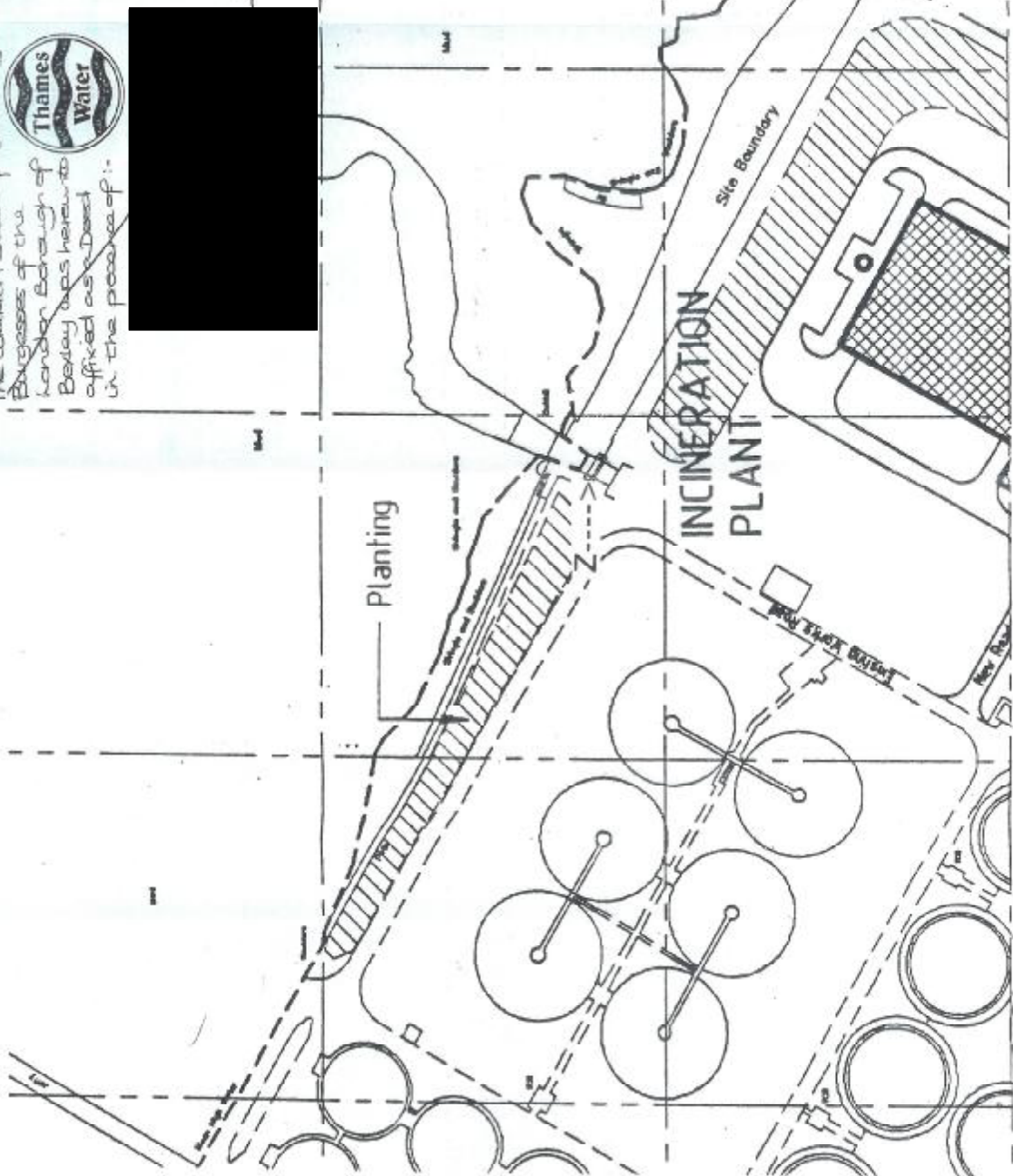
PROPERTY
August House (R14H) Vauxhall Road Reading
Berks/19 RST 8DB
Telephone 0734 591150
Direct Telephone 0734 591312



The Common Seal of the Mayor and
Burgesses of the
London Borough of
Bexley was hereunto
affixed as aforesaid
in the presence of:



21049



Scale 1:1250
Date DEC 1980
O.S. TO 4680

A4/

CROSSNESS SEWAGE TREATMENT WORKS - PLAN C2

Thames Water Utilities Limited
Registered in England and Wales No. 2322227
Registered office August House Vauxhall Road Reading RG1 2QA
Part of the Thames Water PLC Group

Thames Water Utilities

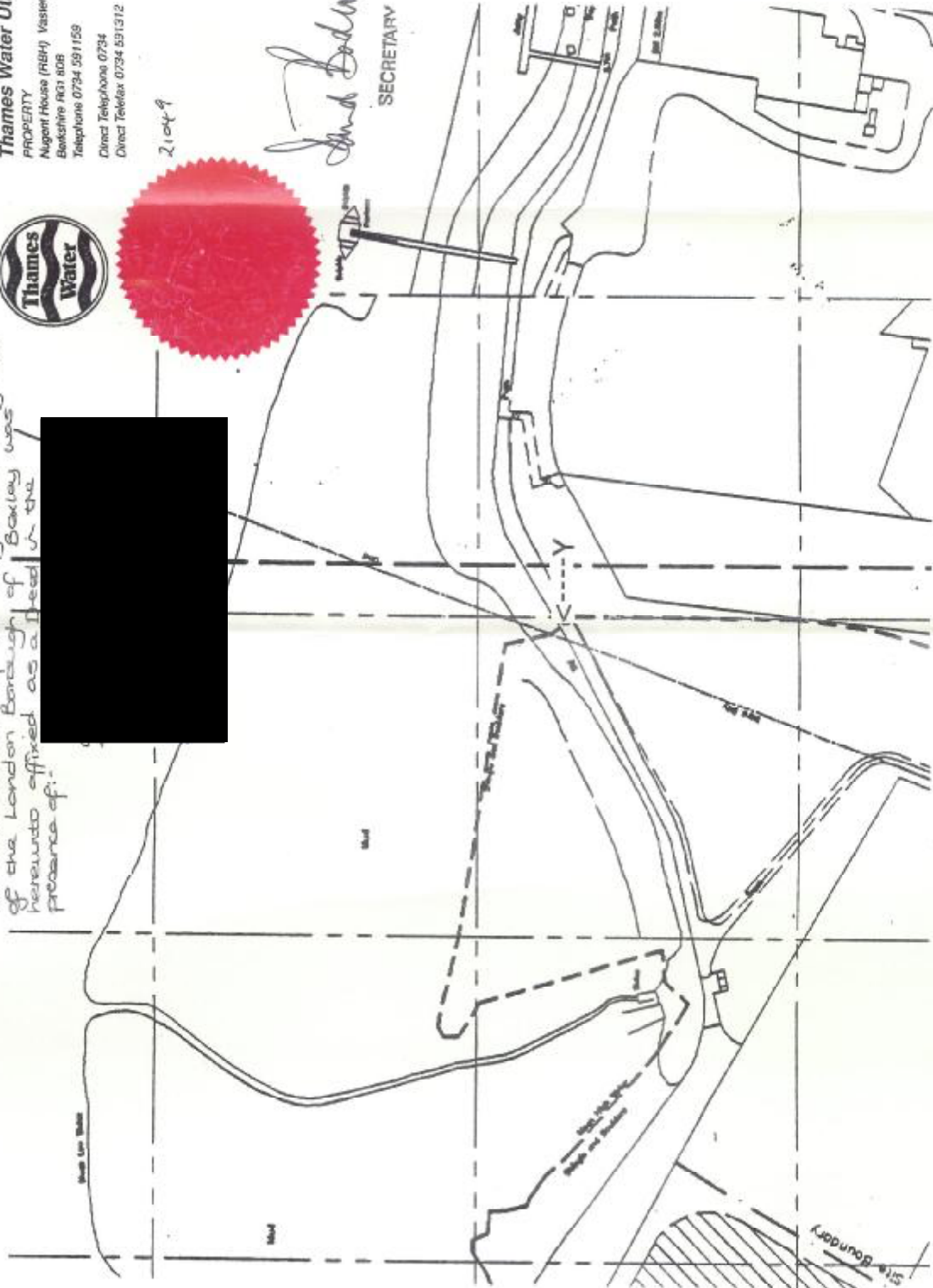
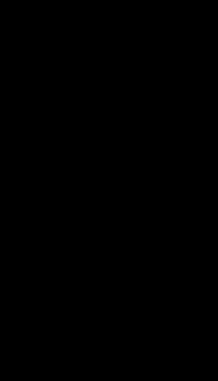
PROPERTY
August House (R&H) Vastern Road Reading
Berkshire RG3 8DB
Telephone 0734 591159
Direct Telephone 0734
Direct Telefax 0734 591312



21049

And Bodily
SECRETARY

The Common Seal of the Mayor and Burgesses
of the London Borough of Barking was
herewith affixed as a seal in the
presence of:



Thames Water Utilities Limited
Registered in England and Wales No. 2966587
Registered Office August House Vastern Road Reading RG3 8DB
Registered for Thames Water Plc Group

CROSSNESS SEWAGE TREATMENT WORKS - PLAN C3

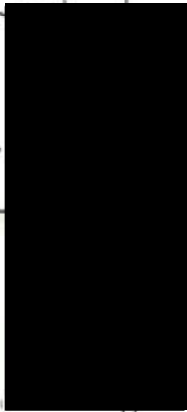
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Date	DEC 1993
O.S.	TQ 4890
A4/	

Thames Water Utilities

PROPERTY
Nugent House (RSH) Vauxhall Road Reading
Berkshire RG1 8QB
Telephone 0734 591159
Direct Telephone 0734
Direct Telefax 0734 591312



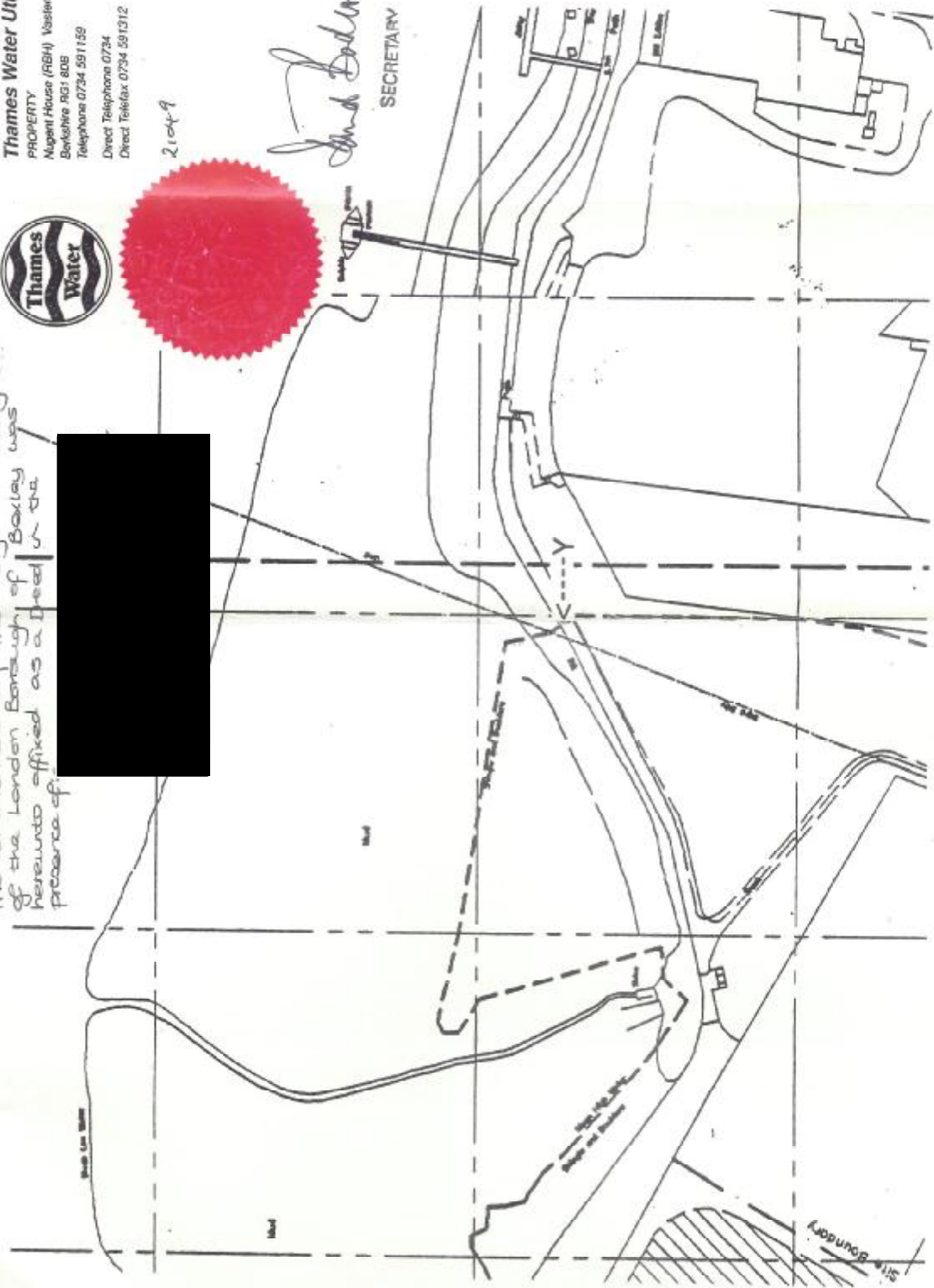
The Common Seal of the Mayor and Burgesses
of the London Borough of Barking was
renewed as a deed in the
presence of



21/1/99

And *Barclay* . 9063

SECRETARY



CROSSNESS SEWAGE TREATMENT WORKS - PLAN C3

Thames Water Utilities Limited
Registered in England and Wales No. 2388881
Registered office: Nugent House Vauxhall Road Reading RG1 2QB
Printed by Thames Water Plc Group

Scale	1:1250
Date	DEC 1993
O.S.	TO 4880
A4/	



DECARBONISATION

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Floor 5
Moorgate, London
EC2M 2EF
Contact Tel: 020 7417 5200
Email: enquiries@corygroup.co.uk
corygroup.co.uk