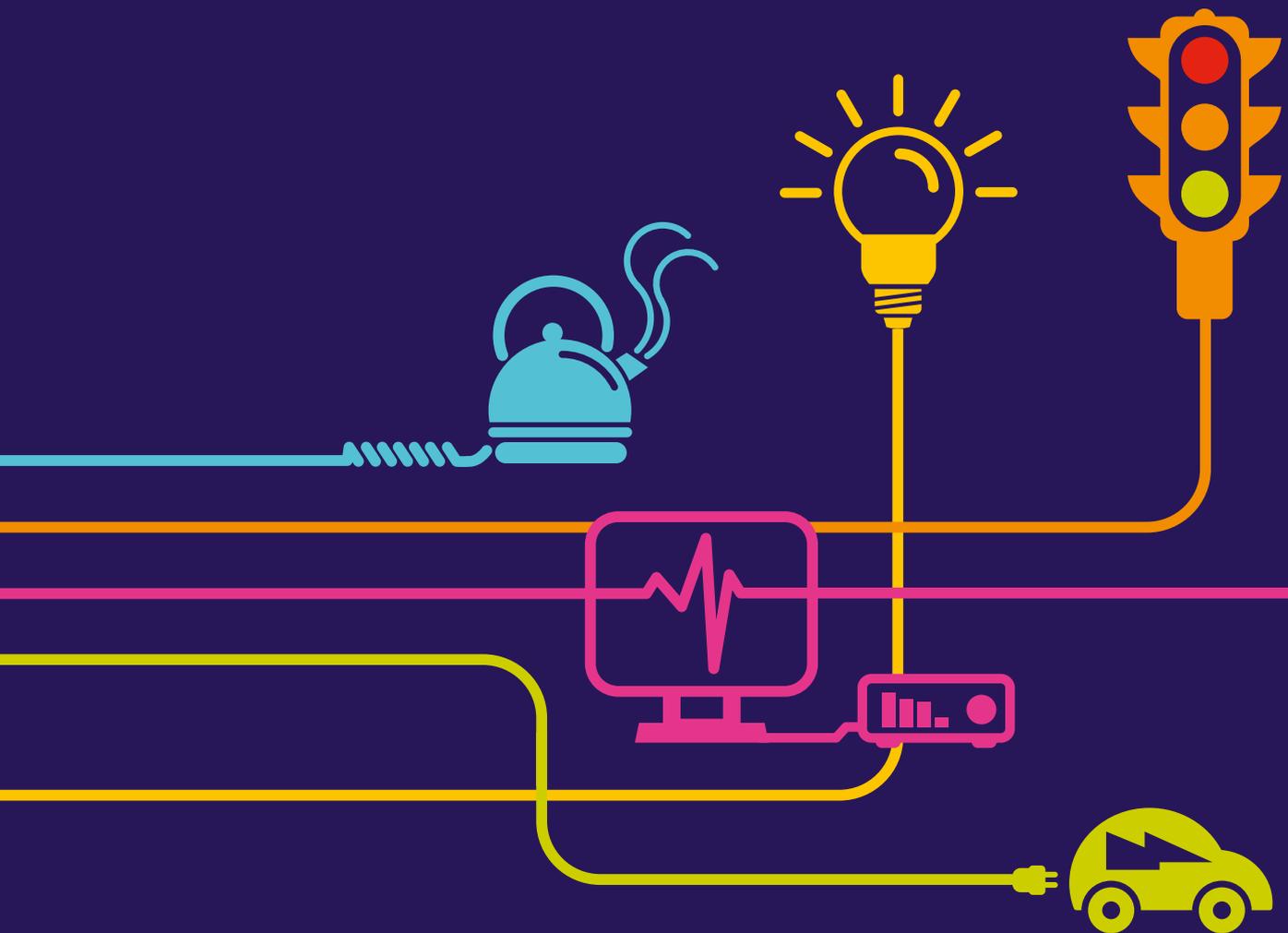


Statements of Common Ground Network Rail

National Grid (Richborough Connection Project) Order



national**grid**

Richborough Connection Project
Statement of Common Ground between
National Grid and Network Rail Infrastructure
Limited

National Grid
National Grid House
Warwick Technology Park
Gallows Hill
Warwick
CV34 6DA

(August 2016)

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1 INTRODUCTION

1.1 Purpose of this Document

- 1.1.1 The Richborough Connection application for Development Consent ("**the Application**") was made by National Grid Electricity Transmission plc ("**National Grid**") on 14 January 2016 and accepted for examination by the Planning Inspectorate on 11 February 2016 (reference number: EN020017).
- 1.1.2 This Statement of Common Ground ("**SOCG**") has been prepared by National Grid and Network Rail Infrastructure Limited ("**Network Rail**") in accordance with guidance¹ published by the Department for Communities and Local Government.
- 1.1.3 The purpose of the SoCG is to set out agreed factual information about the Application. It is intended that the SoCG should identify those matters on which National Grid and Network Rail agree. As well as identifying matters which are not in dispute, the SoCG may also identify areas where agreement has not yet been reached. Where relevant, the SoCG will include references to show where these matters are dealt with in the Application, written representations or other documentary evidence.
- 1.1.4 Network Rail and National Grid are collectively referred to in this SoCG as 'the parties'. The parties have been, and continue to be, in direct communication in respect of the interface between the proposed development and the operational railway and also separately in respect of landownership interests.
- 1.1.5 It is envisaged that this SoCG will evolve during the Examination of the Application. Subsequent drafts may be agreed and issued, and if so, the version numbers will be clearly recorded in the 'Document Control' table at the beginning of the document.

¹ Planning Act 2008: Guidance for the examination of applications for development consent (March 2015) paras. 58 - 65

2 THE ROLE OF NETWORK RAIL AND THE APPLICATION

2.1 Role of Network Rail

- 2.1.1 Network Rail is the owner and operator of Great Britain's railway infrastructure. Network Rail is a statutory undertaker in respect of its railway undertaking, with statutory and regulatory obligations in respect of it.
- 2.1.2 The proposed Development Consent Order ("**the DCO**") includes provisions which would, if granted, authorise National Grid to carry out works on, and in close proximity to, operational railway land belonging to Network Rail and to use such land temporarily and to acquire permanent interests in such land.
- 2.1.3 The proposed development would require the installation and removal of protective netting over rail infrastructure belonging to Network Rail at the following locations in connection with the works listed below.
- 2.1.4 The proposed new 400kV overhead line would cross the railway line at:
- 15m north of the Shall Oak Road level crossing (between pylons PC3 and PC4).
 - Longitude 1.107079, Latitude 51.298402
 - 580m south west of the junction of the A28/A253 and Sarre Village (between pylons PC35 and PC36).
 - Longitude 1.235975, Latitude 51.334354
 - 930m north west of the A256 roundabout entrance to Richborough Power Station (between pylons PC57 and PC58).
 - Longitude 1.107079, Latitude 51.298402
- 2.1.5 The existing 132kV overhead line proposed to be dismantled currently crosses the railway line at:
- 70m north east of the Farleigh Road bridge over the railway (between pylons PX2 and PX3).
 - Longitude 1.088782, Latitude 51.292275
 - 300m east of the Gore Street bridge over the railway (between pylons PX55 and PX56).
 - Longitude 1.265862, Latitude 51.333846
 - 740m west of the A256 roundabout entrance to Richborough Power Station (between pylons PX75 and PX76).
 - Longitude 1.337646, Latitude 51.306763
- 2.1.6 Formal track possessions would be required to facilitate the construction of the proposed 400kV overhead line and removal of the existing 132kV overhead line.

3 MATTERS AGREED

3.1 Summary of current position

3.1.1 The parties continue discussions with a view to agreeing all outstanding matters between them.

3.2 Network Rail matters agreed in principle

3.2.1 This section describes the matters 'agreed in principle' between the parties. These matters are:

- that Network Rail, having reviewed the draft DCO and the Application, confirms (subject to the matters as set out in this paragraph 3.2.1 being concluded and secured to the satisfaction of Network Rail), that it has no objection in principle to the proposed development;
- that the draft DCO should include specific provisions for the protection of Network Rail;
- that the parties should enter into a form of Basic Asset Protection Agreement to govern the construction, maintenance and where appropriate removal of those parts of the proposed development which are located on operational railway land;
- that Network Rail intends to grant easements to National Grid in respect of the permanent interests National Grid requires over operational railway land for the proposed development;
- that National Grid agree to provide Network Rail with Possession details and timescales for when works are proposed. This will be done as soon as possible after the main works contract has been awarded and detailed design commenced.

3.2.2 Whilst each of the above matters are agreed in principle, the parties are in ongoing discussions regarding the detailed wording required in each case.

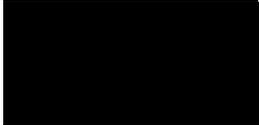
3.2.3 The parties will update the Examining Authority as soon as detailed terms have been agreed between them to address each of the outstanding points.

4 MATTERS CURRENTLY OUTSTANDING

4.1 Matters currently outstanding are understood to relate to:

- **Easements** – the parties have yet to agree the precise terms of the easements to be granted by Network Rail to National Grid or the consideration payable for the grant of those easements;
- **Protective Provisions** – the precise form of the protective provisions is not yet agreed between the parties;
- **Compulsory Acquisition** - the parties are not able to agree on the necessity for powers to be granted to National Grid for the compulsory acquisition of interests in land belonging to or in respect of which Network Rail enjoys an interest. Network Rail does not believe this to be justified or necessary. National Grid considers these powers to be essential until such time as a voluntary grant of the interests in question has been secured and remains of this view in light of the decision of the Secretary of State in respect of this matter in the context of the National Grid (Hinkley Point C Connection Project) Order 2016 (S.I. 2016/49). Network Rail does not agree with this view and believes that the protective provisions in the Hinkley DCO do not go far enough to protect the operational railway. Network Rail remains of the view that each case must be assessed on its own facts and merits.

APPENDIX A – SIGNING SHEET

| APPROVALS | |
|--------------|---|
| Signed |  |
| On Behalf of | National Grid |
| Name | SARAH CLARK |
| Position | PARTNER AT BIRCHAM DYSON BELL LLP |
| Date | 4 AUGUST 2016 |
| | |

| APPROVALS | |
|--------------|---|
| Signed |  |
| On Behalf of | Network Rail |
| Name | Sarah Hodge |
| Position | Solicitor at Addleshaw Goddard |
| Date | 4 August 2016 |
| | |

