

The Keadby Next Generation Power Station Project

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The Keadby Next Generation Power Station Development Consent Order 202x

Land at, and in the vicinity of, the existing Keadby Power Station (Trentside, Keadby, Scunthorpe, DN17 3EF)

Compulsory Acquisition Hearing 1

Written Summary

The Planning Act 2008

The Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009

Applicant: Keadby Next Generation Limited

Date: February 2026

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1 Introduction

- 1.1 This document summarises the oral submissions made on behalf of Keadby Next Generation Limited (the **Applicant**) at the Compulsory Acquisition Hearing 1 (**CAH1**) held on 22 January 2026 in relation to the Applicant's application for development consent for the Keadby Next Generation Power Station Project (the **Proposed Development** or **PD**).
- 1.1 This document does not purport to summarise the oral submissions made by other parties at the CAH1 and references to submissions made by other parties are only included to give context to the Applicant's submissions in response. Where the comment is a post-hearing comment submitted by the Applicant, this is indicated.
- 1.2 This document uses the headings for each item in the **CAH1 Agenda [EV4-001]** published by the Examining Authority (**ExA**).

2 Agenda item 1 – Welcome, introductions and arrangements for the hearing

- 2.1 Richard Allen introduced himself as the sole ExA for the application and outlined his role in the Examination process as appointed by Secretary of State for Housing, Communities and Local Government (**SoS**). The ExA explained that the purpose of the CAH1 was to test and better understand the application for Examination as required by the Planning Act 2008 (the **2008 Act**) and the Infrastructure Planning (Examination Procedure) Rules 2010.

- 2.2 In attendance:

ExA

Richard Allen

Applicant

Mustafa Latif-Aramaesh (**MLA** - Partner and Parliamentary Agent, TLT), John Arthur (**JA** - Managing Associate, TLT), Kirsty Cobb (Associate Director, Arup), Nathan Cheung (DWD), Alistair Hilton (SSE), Julia Cobern (SSE), and Peter Roberts (**PR** – Director, DWD)

PD Ports Limited

John Webster (**JW** – Partner, DWF)

3 Agenda item 2A – The Applicant's case for compulsory acquisition

The ExA asked the Applicant to outline and summarise its case for compulsory acquisition as set out in the Statement of Reasons [APP-009] and to deal with such matters on proportionality and necessity.

- 3.1 MLA set out that s.122 of the Planning Act 2008 (the **2008 Act**) provides the statutory framework for compulsory acquisition (**CA**). This section provides that land which is to be subject to CA powers must (i) be necessary or ancillary to the authorised development, and (ii) have a compelling case of being acquired in the public interest. The **Statement of Reasons (SoR) [APP-009]** sets out in detail how these tests are met in the context of the PD. The Applicant has sought to refine the extent of land and rights required through internal scrutiny and external dialogue. In the event where an interest that is integral to the construction and operation of the Proposed Development, the Applicant is seeking powers of CA and temporary possession (**TP**) even where seeking to reach agreement through voluntary means.
- 3.2 The **Book of Reference (BoR) [AS-008]** details the extent of the area which is to be subject to the permanent acquisition of interests. The **Land Plans (LP) [APP-014]** provide the visual

depiction of the area which is to be subject to these rights. Schedule 5 to the **draft DCO (dDCO) [AS-003]** provides the textual description of the purpose for which these rights may be acquired over the land shaded blue on the LP **[APP-014]**, and broadly this is to create rights of access in relation to the PD, and to ensure that there are appropriate rights to install, use, and maintain the PD over that land. It is a lesser form of acquisition than that shown shaded pink on the LP **[APP-014]**. These three elements, together, illustrate with a high degree of transparency the rights which the Applicant is seeking to acquire and how these are necessary or ancillary to the PD.

- 3.3 MLA clarified that the Applicant is seeking 3 distinct powers. Firstly, CA powers to acquire the outright interest in land over the land shown shaded pink on the LP **[APP-014]**. Secondly, CA powers to acquire new rights including the acquisition of easement rights, other interests and imposing restrictive covenants over the land shown shaded blue on the LP **[APP-014]**. Thirdly, CA powers to take temporary possession of land to enable the construction of the PD over the land shown shaded yellow on the LP **[APP-014]**. Schedule 7 to the **dDCO [AS-003]** provides the purposes for which TP is sought over the land shaded yellow on the LP **[APP-014]**, which in summary is for the initial construction works required for the PD. The purpose for which CA powers are sought is set out in detail in table 7.1 of the **SoR [APP-009]**, which goes through the plots referred to in the **BoR [AS-008]** and the specific purpose of acquisition with reference to the works set out in Schedule 1 to the **dDCO [AS-003]**.
- 3.4 MLA explained that Article 22 of the **dDCO [AS-003]** empowers the undertaker to compulsorily acquire any land within the Order limits where that land is required for purposes in connection with or ancillary to the authorised development. Article 22 is subject to Article 24, which sets out the time limit, as well as Article 25, which sets out limitations on when rights can be acquired. Furthermore, Article 31 deals with TP of land, and Article 33 deals with interests held by statutory undertakers (**SU**). The justification for these articles is set out in detail in paragraphs 5.31 to 5.47 of the **Explanatory Memorandum [APP-008]**. The Applicant is seeking a reasonable and proportionate degree of flexibility within the drafting of Article 25 to acquire existing rights and create new rights over the Order land as may be required.
- 3.5 S. 122(3) of the 2008 Act requires the existence of a compelling case in the public interest for CA powers, and the statutory guidance published by the Ministry of Housing, Communities & Local Government (**MHCLG**) sets out that as part of this, consideration of alternatives needs to be demonstrated. The Applicant has considered alternatives to CA and TP as set out specifically in sections 7.5 and 7.6 of the **SoR [APP-009]** as well as table 6.1 of **Chapter 6 (Consideration of Alternatives) [APP-040]** of the Environmental Statement (**ES**). These documents show how the Applicant has considered alternatives since the publication of the preliminary environmental information report and made reasonable refinements, thereby demonstrating alignment with MHCLG's guidance. This reflects what is necessary and commensurate with the level of design detail that is currently available at this stage of the development and voluntary negotiations continue to be undertaken. On proportionality and necessity, the Applicant has considered how the PD would be constructed and has sought to acquire the minimum amount of land that is necessary to construct, operate, maintain and decommission the PD. The scale and complexity of the project is such that CA cannot be fully avoided. The Applicant's land assembly strategy has been, and continues to be, to agree voluntary agreements in the first instance and to limit the extent of CA and TP powers where reasonably possible. This strategy is evident from the varying categories of powers sought over the Order land.
- 3.6 The case for necessity is also met in that there is an extremely strong compelling case in the public interest for the proposed development as it is a nationally significant infrastructure project (**NSIP**) for energy, that is crucial for the decarbonisation of the UK energy sector, national electricity grid, and meeting government's net-zero strategy. National Policy Statement (**NPS**) EN-1 sets out the need to decarbonise the UK's energy sector by 2035 and to reach net zero by 2050. The government's recently issued Clean Power 2030 Action Plan (2024) demonstrates and underlines that the UK needs to move faster towards its decarbonisation and net zero goals.
- 3.7 All the Order land, which is subject to the powers of CA, is required for, or is required to, facilitate the PD for which development consent is sought. The Order land extends to 181.61 acres, of

which, circa 60.7% is owned outright by Scottish and Southern Electricity Networks (**SSE**) and its group companies, and a further 1.2% controlled by way of leases. The remaining land comprises temporary laydown areas, emergency highway access, a pumping station, and land within which subsoil rights are required for cables and/or other utility connections. The Applicant continues to engage with landowners where CA powers are sought and is confident that further agreement will be reached.

- 3.8 MLA confirmed that there is no special category land affected by the PD as confirmed by paragraph 9.2.1 of the **SoR** [APP-009].
- 3.9 In response to the ExA's question on how the Equality Act 2010 has been considered and following MLA's reference to **ES Chapter 17 (Population and Human Health)** [APP-051], **section 17.7**, it was agreed that Applicant would provide commentary on how the Equality Act and Public Sector Equality Act (PSED) have been taken into consideration specifically in relation to the use of CA powers by Deadline 2 (25 February 2026) [EV4-006].
- 3.10 **Post-hearing note:** The Applicant has, as part of its land assembly approach, carefully considered section 149 of the Equality Act 2010 and, in particular, has had due regard to the need to:
- (a) eliminate unlawful discrimination, harassment, victimisation and other conduct prohibited by or under the Equality Act 2010;
 - (b) advance equality of opportunity between persons who share a protected characteristic and persons who do not share it; and
 - (c) foster good relations between persons who share a relevant protected characteristic and persons who do not share it.
- 3.11 The assessment within **ES Chapter 17 (Population and Human Health)** [APP-051] takes account of the qualitative sensitivity of relevant populations and potentially vulnerable sub-populations and their ability to respond to change. Where the sensitivity of the vulnerable sub-populations was considered to be higher, or more sensitive, than that of the general population, the effects were assessed separately for the two groups. For the remaining effects considered, the impacts were assessed as a whole.
- 3.12 The table below summarises the effects where the assessed impacts were reported separately for the general population and the more vulnerable sub-population (i.e., those with protected characteristics):

Effect Assessed	Construction Phase Impacts		Operational Phase Impact	
	Vulnerable sub-population	General Population	Vulnerable sub-population	General Population
Impacts to health and social care	Minor adverse (not significant)	Minor adverse (not significant)	Negligible (not significant)	Negligible (not significant)
Transport modes, access and connections	Minor adverse (not significant)	Negligible (not significant)	Minor adverse (not significant)	Negligible (not significant)

Air quality	Minor adverse (not significant)			
Climate change	Minor adverse (not significant)	Negligible (not significant)	Minor adverse (not significant)	Minor (not significant)

3.13 In relation to its land assembly approach, affected persons are given support to engage in the process (including funding for professional advice), which ensures they have a full opportunity to highlight and explain the ways in which they personally may be affected by the acquisition process. The pre-application consultation has ensured that plans were provided to ensure that the proposed use is clear and intelligible to those with protected characteristics. The nature of land acquisition negotiations is more direct and individual than wider consultation, which has enabled specific protected characteristics to be considered individually. Through this process, no affected persons within the Order limits have been identified for whom protected characteristics differentially affect their ability to engage in the land acquisition process, or how they will be affected by it. The findings of no significance (noted in the Table above) underline this point.

3.14 Given the particular impacts are likely to arise in the land acquisition context where residences are proposed to be used or acquired, the Applicant has also carefully considered the approach to land use powers on residential premises. The PD does not require the compulsory acquisition of residential dwellings, and no known equality impacts have been identified in relation to land acquisition. In general, the land being acquired is agricultural, existing industrial land, or land used for accesses or subterranean utility connections and not residential homes, and no dwellings are required to be demolished to deliver the PD. Where land is included in the Order limits in relation to rights, consideration has been given to ensuring that the rights or temporary possession sought is no more than necessary. In terms of particular consideration so far as land use powers are concerned, the Applicant would note:

3.14.1 As part of the Application rights are sought over Plots 3-208 and 3-214 which include land which forms part of residential properties and other plots in which private individuals are understood to have interests. The acquisition powers sought in respect of these plots are limited to rights acquisitions only - these rights are needed in connection with Work 6 (works to connect to the existing cooling water discharge pipeline). The Applicant has engaged with the landowners of Plots 3-208 and 3-214 and negotiations are at an advanced stage. No protected characteristics have been identified which would require a differential use of the proposed land acquisition powers, and as detailed in CAH1, rights under an existing voluntary agreement are proposed to be adapted.

3.14.2 There are two residential occupiers who use, or who are assumed to use, Chapel Lane (which is public adopted highway) for access to their residential property. These rights are not being extinguished, and their use would continue. No protected characteristics for these landowners have been identified which would require a differential use of the proposed land acquisition powers.

3.15 For completeness, the Applicant notes that the decision letter for Keadby 3 set out that:

“The ExA acknowledges the infringement of rights through Compulsory Acquisition and Temporary Possession powers however accepts that there is no evidence that the proposed development would have any specific impact in relation to persons who share a protected characteristic as compared to persons who do not, or that there has been any lack of regard to the needs of the Equality Act 2010. The ExA is satisfied therefore that, in relation to the inclusion of Compulsory Acquisition and Temporary Possession powers in the Recommended Order, that there is no evidence that the proposed Development would not accord with Section 149 of the Equality Act 2010.”

3.16 The Secretary of State concluded that:

“Neither the grant nor refusal of the Application is likely to result in a substantial impact on equality of opportunity or relations between those who share a protected characteristic and others or unlawfully discriminate against any particular protected characteristics.”

3.17 Whilst this application must be considered on its own merits, the Applicant submits that in this context, there has been no change in material circumstances.

Plots 1-19 and 1-21

3.18 The ExA sought to understand the need for the gatehouse on plots 1-19 and 1-21 as shown on sheet 1 of the LP [APP-014] as this was not requested under Keadby 3 (Carbon Capture Equipped Gas Fired Generating Station) Order 2022 (**Keadby 3**). MLA clarified that these plots are required for the provision of permanent security gates. As the security fencing is permanent, the landownership is deprived of any beneficial ownership, and in this context, the precedented approach has been that outright acquisition powers are appropriate rather than permanent acquisition of rights. PR added that there is an existing gatehouse over those plots, and this will be turned into a permanent gatehouse, and in any event this land is owned by SSE. The whole of the road has not been acquired, and certain plots are shaded blue (including plot 1-20) as there are other parties who use the road for access, which the Applicant does not wish to extinguish. The final extent and design of the gatehouse has not yet been decided, but the length of the plots may be reduced once the size position is fixed. MLA clarified that the gatehouse was not intended to be a permanent structure in Keadby 3, however it is in the PD.

Plots 3-118, 3-119, 3-120, 3-121, 3-122 and 3-123

3.19 The ExA sought to understand why plots 3-118, 3-119, 3-120, 3-121, and 3-122 on sheet 2 of the LP [APP-014] have changed from ‘blue’ land in Keadby 3 to ‘pink’ land under the PD. It was agreed that the Applicant would provide written explanation for the CA of plots 3-120, 3-121, 3-122, 3-123, 3-118 & 3-119 and why only new rights were sought over similar parcels in the Keadby 3 by Deadline 1 (4 February 2026) [EV4-006].

3.20 **Post-hearing note:** As shown on the **Indicative Proposed Power Station Layout, Elevations and Sections Plans [APP-019]**, these plots are required for permanent infrastructure proposed in this area including the gatehouse, security and parking and the admin, control room and stores buildings. No such development was proposed in this area for the Keadby 3 Carbon Capture Power Station project, which has a different proposed layout (see Keadby 3 DCO Document Ref 4.7 [here](#)).

Plots 3-168 and 3-166

3.21 Similarly, the ExA sought to understand why plots 3-166 and 3-168 on sheet 3 of the LP [APP-014], concerning water abstraction, were shaded blue in Keadby 3, but pink under the PD. PR clarified that there was a canal abstraction pumping station roughly in the location of plot 3-161 for Keadby 3, but since then, in conjunction with the Environment Agency, there were concerns regarding a syphon which could be impacted by works, hence plot 3-168 is the new location of the pumping station and plot 3-166 concerns associated equipment. PR confirmed that the relevant parcels would have been subject to freehold (**FH**) acquisition even under Keadby 3 as is the case with the PD.

4 Agenda item 2B – Funding

The ExA asked the Applicant to confirm that it has the funding to construct and operate the Proposed Development as well as for CA.

4.1 MLA explained that the Applicant is a subsidiary of SSE, and the PD is being funded by agreement between SSE, SSE Thermal Energy Operations, and Equinor Low Carbon UK Limited as set out in the **Funding Statement (FS) [APP-010]**. Since project inception, costs have been funded through internal reserves in equal parts by SSE and Equinor. Equinor has a \$5 billion revolving facility available and establishes financing at the top company level in which

it extends loans to subsidiary companies. Similarly, SSE has a £1.5 billion revolving credit facility which the Applicant as an SSE group subsidiary can draw upon as needed. The cost of PD is approximately £800-950 million including land acquisition and compensation. Although some CA is anticipated, the related costs are included in this figure is minimal, as SSE owns the majority of the freehold land for the implementation of the PD.

- 4.2 The MHCLG guidance on CA at paragraph 18 onwards has two key tests on what funding requirements should be in place where CA powers are required. Firstly, the Applicant is required to demonstrate adequate funding to enable CA. For reasons set out above, and those set out in section 3.7 of the FS [APP-010], the Applicant has sufficient funds including to cover CA and any blight claims as they may arise. Secondly, the funding statement must include information about resource implications of those acquiring the land and implementing project. The FS [APP-010] sets this out and this information is based on the Applicant's (i) detailed knowledge of this project, (ii) experience of constructing similar projects such as Keadby 2, and (iii) current discussions with stakeholders in the supply chain. MLA confirmed that the Applicant is not reliant on any government funding to deliver the PD.

5 Agenda item 2C – Crown land

The ExA asked the Applicant how it intends to secure the use of Crown land and whether consent to do so will be given during the examination period.

- 5.1 JA explained that Part 4 of the BoR [AS-008] lists out the 5 Crown land plots, which are plots 3-205, 3-206, and 3-207 which concern Work 9E and plots 3-229 and 3-230 for Work 6. JA confirmed that the owner or reputed freehold owner of these plots is the Crown and so for the purposes of s.135 of the 2008 Act the appropriate Crown authority is the Crown Estate Commissioners (CEC). The Applicant has written to the CEC seeking consent under s.135(1) and (2) of the 2008 Act for the inclusion of those plots in the DCO to be subject to CA and other powers. This request has been submitted, and a substantive response is expected in February 2026. The ExA confirmed that the CEC have not given any indication to participate in the Examination and that the Applicant was to summarise the CEC's response / position and keep the ExA updated on progress. JA added that s.135 consent was given for Keadby 3 relatively recently, and the Applicant is confident that there is no reason why CEC should not grant consent for the PD, given the similarities between the projects.
- 5.2 It was agreed that the Applicant would submit the CEC's response or a summary of the response to the Applicant's request for Crown consent under s.135 of the 2008 Act at the earliest applicable deadline [EV4-006].

6 Agenda item 2D – Statutory undertakers' land

The ExA asked the Applicant to explain how negotiations are progressing with the 11 identified statutory undertakers in the SoR (paragraph 9.3.1), and the progress of protected provisions.

The ExA sought to better understand the plots required for CA of statutory undertakers' land and an explanation of why they are necessary and status of progress.

- 6.1 MLA in his opening submission set out that Schedule 9 to the dDCO [AS-003] contains bespoke protective provisions (PPs) under Parts 1, 2, 3, and 6 for National Grid Electricity Transmission Plc, National Gas Transmission Plc, Canal & River Trust, and Network Rail. Part 4 of Schedule 9 to the dDCO [AS-003] contains generic PPs for electricity, gas, water, and sewerage undertakers and Part 5 contains generic PPs for electronic communications operators. Therefore, to the extent bespoke PPs are not triggered, the generic PPs have effect. One specific provision included under both the bespoke and generic PPs relates to acquisition of apparatus, as well as, in the case of certain bespoke provisions, specific provisions controlling the exercise of any CA powers, and regulating how the works must be carried out. The Applicant has engaged in voluntary negotiations with SUs to provide further assurance. In cases where PPs adequately and appropriately control land use, it is by mutual agreement between the Applicant and the SU that it is then not necessary to seek further agreements.

Canal & River Trust (CRT)

- 6.2 MLA explained that there is some FH acquisition of CRT land associated with the pumping station and that heads of terms (**HoTs**) have been issued to the CRT. There is ongoing dialogue between the Applicant and the CRT on this agreement and bespoke PPs. It was clarified that there are only a few outstanding points to be resolved in the PPs and the Applicant hopes to provide a positive update no later than the end of the Examination period. The Applicant's position is that an agreement will be reached given that both parties are working in good faith.

Environment Agency (EA)

- 6.3 MLA updated the ExA that agreements in principle have been reached on the following between the Applicant and the EA:
- (a) Mabey Bridge – an option agreement for a deed of variation in respect of existing easement rights.
 - (b) North Pilfrey Bridge – deed of variation to existing lease for air rights.
 - (c) Canal Abstraction Pipe – draft deed in circulation.
 - (d) Skew Bridge – variation to an existing 125-year lease.

- 6.4 There have been various changes of legal personnel at the EA, and it has now been confirmed that the EA are in the process of instructing external legal counsel to progress the agreements to completion. It is the Applicant's position that all 4 agreements will be completed prior to the end of the decision-making period.

National Gas Transmission Plc (NGT)

- 6.5 MLA confirmed that NGT have bespoke PPs in the **dDCO [AS-003]**. NGT hold equipment in the plots identified in the **BoR [AS-008]**, but no acquisition of rights in land is required. The Applicant considers that none of the proposed acquisitions of land in which NGT has apparatus will impact on or interfere with any interest belonging to NGT. The PPs included in Part 2 of Schedule 9 will ensure that were there to be any interface then this would be effectivity managed to protect NGTs apparatus. Discussions on bespoke PPs are taking place between the parties, with nothing fundamental being disputed, rather residual drafting points to be ironed out.

National Grid Electricity Transmission Plc (NGET)

- 6.6 MLA confirmed that the position for NGET is the same as NGT. NGET have bespoke PPs, and the Applicant requires new cable easement to connect into the grid. The one distinction to note is that the Applicant benefits from a lease in respect of a water discharge pipeline that expires in 2032. The Applicant is seeking to secure an extension of that lease for the benefit of the PD. Therefore, it is this variation and the PPs which the parties are working on. There has been a series of meetings involving engineers in progressing this routing.

Northern Power Grid (Yorkshire) Plc (NPG)

- 6.7 NPG hold equipment in plots identified in the **BoR [AS-008]**, but no outright acquisition is sought by the Applicant. The Applicant does not intend to extinguish, vary, or otherwise impact upon existing rights. To the extent that the Applicant's works have any potential to impact upon such equipment, this is a matter to be covered by the generic PPs under Part 2 of Schedule 9 to the **dDCO [AS-003]**. The Applicant has contacted NPG's legal advisors to confirm the position on the PPs and the Applicant does not anticipate any fundamental issues given the interface between the parties. In the event of a nil response, it is the Applicant's view that the generic PPs under Part 4 of Schedule 9 to the **dDCO [AS-003]** provide adequate protection.

British Telecommunications (BT), Open Reach Limited (Openreach), and Vodafone Limited (Vodafone)

- 6.8 BT, Openreach, and Vodafone are in relatively the same position - all three entities hold equipment in the plots identified in the **BoR [AS-008]**, but no land rights or interests are required. The Applicant considers that none of the proposed acquisitions will impact on or interfere with any interest belonging to BT, Openreach, or Vodafone. To the extent that the Applicant's works impact BT's, Openreach's, or Vodafone's apparatus, this is adequately controlled by Part 5 of Schedule 9 to the **dDCO [AS-003]** which protects the interests of electronic communications operators.

Network Rail Infrastructure Limited (NR)

- 6.9 There will be no impact on NR's claimed restrictions on third-party titles which will be acquired or subject to temporary occupation or subject to new rights of easement. The Applicant has issued what it believes to be the final versions of an option agreement granting the Applicant the right to call for the completion of a deed of variation of the existing lease of easement and a licence for alterations granting consent to carry out various works over the North Pilfrey Bridge and engrossments are awaited from NR. PPs are contained in Part 6 of Schedule 9 to the dDCO.

Yorkshire Water Services Limited (YWS) and Severn Trent Water Limited (Severn Trent)

- 6.10 YWS and Severn Trent are relatively in the same position – both entities hold equipment in the plots identified in the **BoR [AS-008]**, but no land rights or interests are required. The Applicant considers that none of the proposed acquisitions will impact on or interfere with any interest belonging to YWS or Severn Trent. Furthermore, the PPs included in Part 4 of Schedule 9 to the **dDCO [AS-003]** ensure that any potential interface would be effectivity managed to protect YWS' and Severn Trent's apparatus.
- 6.11 MLA confirmed that for SUs with no bespoke PPs, the SoS does not need any separate express confirmation from such parties to reflect their contentment with the PD. S.127 of the 2008 Act provides that the SoS's objective is to ensure that there is no serious detriment caused by CA, but those provisions apply only where a party has made an objection in respect of a particular acquisition. In the absence of an objection being lodged, it is open to the SoS to state that there is no reason under s.127 of the 2008 Act why powers should not be granted and to conclude that the bespoke or generic PPs are sufficient. MLA explained that in reality, certain parties are happy with the protections afforded under the generic PPs. As for the majority of interests, there is no interference with the apparatus or equipment of SUs, and the Applicant does not foresee circumstances where additional PPs would be required, as it is the Applicant's view that serious detriment would not be caused by the PD.
- 6.12 It was agreed that the Applicant would provide a mechanism for updating the examination regarding the progress on agreement for PPs and to consider amending the **Land Rights Tracker [AS-019]** accordingly to include a possible red/amber/green (RAG) progress on agreements for CA **[EV4-006]**.

7 Agenda item 2E – Restrictive Covenants

The ExA asked the Applicant to clarify that the restrictive covenants on land created by Articles 22, 25, 26, 28, 31, 33, 49 and Schedule 5 of the dDCO [AS-003] concern only those plots identified in Schedule 5 and restricts or prevents only in the manner identified in Schedule 5.

- 7.1 JA clarified that Schedule 5 to the **dDCO [AS-003]** sets out the position on new rights and restrictive covenants for the plots shaded blue. JA further explained that under Article 25(1) of the **dDCO [AS-003]**, the Applicant will be at liberty to impose restrictive covenants on the land shaded pink, and the rationale for this is that, at present, this land is identified for outright acquisition, but as the project progresses through detailed design, it may be possible to reduce the extent of the pink land if its permanent outright acquisition proves not to be necessary for the PD. Having the power to impose restrictions over pink land ensures that the level of interference can be 'downgraded' to blue if possible, but the Applicant still has the ability / flexibility to impose the required rights to implement the PD.

8 Agenda item 2F – Land rights tracker

The ExA asked the Applicant to go through the up-to-date land and rights negotiation tracker [AS-019] and to provide a update on those plots which are not within a heads of terms agreed state.

- 8.1 PR provided an update on the following parties as set out in the **Land and Rights Negotiations Tracker (LRNT) [AS-019]** in addition to the earlier account given by MLA regarding SUs:
- 8.2 Julie and Nigel Albans – Option has been agreed to vary the existing deed, and the solicitors have been instructed at both ends. The draft deed was issued in September 2025, with the Albans’ solicitors currently reviewing.
- 8.3 Associated Waterway Services Limited, and PD Ports Properties Limited (**PD Ports**) – The Applicant has had a series of meetings with these parties, and the intention is that the Applicant will act as a Ship’s Agent and provide Traffic Management/Banksperson services. As the Ship’s Agent, PD Ports would be responsible for the mooring and unloading of boats, and then provide traffic marshals to manage movement of vehicles from Railway Wharf across the adopted public road, and, through the PD Port’s yard into the adjoining SSE land. Financial terms were offered in November 2025, and the Applicant is now in stage to move to a formal agreement. PD Ports confirmed that they wish to expedite negotiations to ensure the agreement is sufficiently progressed prior to the end of Examination.
- 8.4 JW on behalf of PD Ports flagged that PD Ports would maintain its objection until a satisfactory management agreement was completed with the Applicant. MLA responded that the title of the agreement will be updated on the **LRNT [AS-019]**. On the point regarding the existing objection, and the powers sought in the **dDCO [AS-003]**, it was clarified that the Applicant has included these powers to ensure that the proposed development can be implemented in the absence of a commercial agreement. The Applicant is hopeful that commercial agreement can be reached, but these powers are included as a backstop, which is a commonly included provision in a DCO of this nature. This is necessary to ensure that in the event where the agreement fails or is not completed, the Applicant secures the required powers for the implementation of the proposed development. The Applicant’s preference is to agree commercial terms such that the exercise of compulsory acquisition powers will not be necessary
- 8.5 Barclays Security Trust Limited – Former lenders to Amy and Simon Maclean. No longer relevant as their charge on land has been released and there are no charges so they can be removed from the BoR [AS-008].
- 8.6 Glews (J R Junior & Co Limited, David Glew, Richard Glew, and Stephen Glew) – Same position as the Albans whereby a draft deed has been issued and agreed. Applicant is currently waiting for a plan to be issued to progress this deed to completion.
- 8.7 Harmony KB Limited – This party has the benefit of an option agreement, but no compensable interest in land. No formal agreement needs to be completed with this party.
- 8.8 Ruth Humphrey – Same position as the Glews. A draft deed has been agreed, and the Applicant is waiting for finalisation of plan before completing.
- 8.9 KCOM Group Plc – The company holds equipment in the plots identified in the **BoR [AS-008]**. The Applicant does not intend to extinguish, vary, or otherwise cause impact upon existing rights.
- 8.10 Keadby Developments Limited, Keadby Generation Limited, Keadby Wind Farm Limited, SSE Generation Limited, and SSE Plc - The group companies associated with the Applicant. HoTs for option agreements have been drafted and approved; therefore, formal documents are in place for when required.
- 8.11 Lidsey Renewables Limited – Similar position to Harmony KB Limited. This party has the benefit of an option agreement, but no compensable interest in land. No formal agreement needs to be completed with this party.

- 8.12 Amy and Simon Maclean – The Applicant is looking to vary an existing easement to enable it to benefit from the equipment that is already existing on land (e.g., pipes). Landowners have instructed solicitors, and the Applicant is chasing for a response.
- 8.13 NatWest – The mortgage provider for the Albans. They do not have a compensable interest but noted to the extent that their consent is required by the Albans for entering into agreement with the Applicant.
- 8.14 North Lincolnshire Council – All the land included in **dDCO [AS-003]** comprises of adopted highway. Therefore, no acquisition of land or interests is anticipated, only highways agreements. MLA confirmed that the Applicant seeks TP of land and acquisition of rights associated with utility works. The discussions that are ongoing, including on the statement of common ground, means that the Applicant is having close discussions with the Council. In terms of the highways agreements, Article 10 of the dDCO contain powers for particular highway works to be carried out. The Applicant proposes to exercise those powers and there are appropriate controls under Article 10 of the **dDCO [AS-003]** under which permanent works would be carried out.
- 8.15 Ann and Raymond Radford, and Sea Cadets Scunthorpe (Peter Jenkin and Dale Andrew Smith) – these parties are on the south side of Vazon Bridge, and outside the red line boundary. These parties are included purely on the basis that these parties use Chapel Lane for access. It is an adopted highway, and the Applicant does not intend to acquire or extinguish any rights of access. The Applicant has been in contact to ensure that these parties can continue to access their properties.
- 8.16 Railway Wharf (Keadby) Limited – Keadby Generation Limited purchased this company under Keadby 3, and subject to the option agreements and HoTs as set out regarding the Keadby group companies above.
- 8.17 RES Developments limited – Similar position to Harmony KB Limited and Lidsey Renewables Limited. This party has the benefit of an option agreement, but no compensable interest in land. No formal agreement needs to be completed with this party.
- 8.18 Andrew Severn and Richard Strawson - The Applicant intends to put an emergency access bridge to the track and take emergency access across the track which goes to Chapel Lane. FH interest is required for the footing of the ditch and to carry out widening of the emergency access. HoTs were issued in November 2025, and the Applicant is chasing for comments. No fundamental issues anticipated as the terms reflect the previous agreement in respect of Keadby 3.
- 8.19 Isle of Axholme and North Nottinghamshire Water Level Management Board - The Applicant is seeking to vary the existing deeds in respect of the water discharge pipe together with cathodic protection easements. HoTs have been agreed that are consistent with other landowners (set out above). The parties are waiting for Charities Act Report recommendation that the proposed agreement is in the best interests of the charity. Applicant is chasing for an update.
- 8.20 Andrew, Donna, and Vivien Wall - The original terms of an option agreement for variation of existing easement to enable the Applicant to benefit from the existing water discharge pipes and cathodic protection were agreed in principle. Further amendments are being discussed with the landowner's solicitors to account for the change of beneficiary. The Applicant is hopeful that exchange, and completion will be achieved.
- 8.21 Angela Way – Potentially the holder of an unregistered interest in a plot of subsoil under Chapel Lane. No evidence has been submitted to evidence this interest. CA of rights may need to be used rather than voluntary agreement to avoid any confusion for the future.
- 8.22 W.H. Strawson (Notts) Limited – There is an element where Mr Strawson has an interest in the subsoil of the southern access road and certain covenants. The Applicant's understanding is that those covenants would not interfere with the Applicant's scheme, but the Applicant is seeking CA powers as a precautionary measure.

- 8.23 Jonathan Belton Wright – The Applicant has re-issued updated HoTs in November 2025, and the Applicant is waiting for comments. Mr Belton Wright is also included in the **dDCO [AS-003]** as he also controls the access to Skew Bridge, which is intended to be the secondary bridge on the A18 which will be used while Mabey Bridge is being upgraded. Option agreement for access to the A18 via Skew Bridge was completed on 1 April 2025 which covers both the Keadby 3 scheme and the PD.
- 8.24 CA powers are being relied on by the Applicant for any unknown and unregistered plots who the Applicant has tried to contact and not been able to do so. The ExA confirmed that what was set out by the Applicant was encouraging and positive.

9 Agenda item 3 – Any other business and closing

- 9.1 No matters were raised.

Annex 1: Action Points arising from CAH1

Action	Deadline	Applicant's response
AP1. The Applicant to provide commentary on how the Equality Act and Public Sector Equality Act (PSED) have been taken into consideration specifically in relation to the use of compulsory acquisition (CA) powers.	2	Please refer to paragraphs 3.10-3.16 of this document
AP2. The Applicant to provide a written explanation for the CA of plots 3-120, 3-121, 3-122, 3-123, 3-118 & 3-119 and why only new rights were sought over similar parcels in the Keadby 3 Carbon Capture Power Station project.	1	Please refer to paragraph 3.19 of this document.
AP3. The Applicant to submit Crown Estate response or summary of the response to the Applicant's request for Crown consent under s.135 of the 2008 Act.	Earliest applicable deadline	The Applicant will provide relevant correspondence at the earliest opportunity. The Applicant is awaiting a substantive response to its request for section 135 consent to be provided.
4. The Applicant to provide a mechanism for updating the examination regarding the progress on agreement for PPs and to consider amending the Land Rights Tracker [AS-019] accordingly to include a possible red/amber/green (RAG) progress on agreements for CA.	Each applicable deadline	The Applicant proposes to update the Land and Rights Tracker, and in the Closing Submission to be submitted at the final deadline will outline any residual, outstanding matters which require adjudication by the Examining Authority.