

AENC-NG-CNS-REP-0372

Norwich to Tilbury

Volume 8: Examination Documents

Document: 8.5.10 Applicant's Written Summary of Oral Submissions
and Response to Action Points for Compulsory Acquisition Hearing 3

Final Issue A

July 2026

Planning Inspectorate Reference: EN020027

nationalgrid

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1. About this Document

1.1 Introduction

- 1.1.1 This document summarises the case put by National Grid Electricity Transmission plc ('the Applicant'), at the Compulsory Acquisition Hearing 3 (CAH3) for the Norwich to Tilbury project (referred to as 'the Project'). Given the current point in Examination and limited number of remaining Deadlines, the Applicant has also provided a response to the matters raised by Affected Persons (APs) during CAH3 within this document, where appropriate.
- 1.1.2 CAH3 opened at 10am and closed at 11:29am on 24 June 2026. The agenda for CAH3 was published on the Planning Inspectorate's website on 15 June 2026 [EV2-009].
- 1.1.3 In what follows, the Applicant's submissions on the points raised broadly follow the items set out in the Examining Authority's (ExA) agenda. Where document references are included, these reference the latest versions submitted at Deadline 6, unless an earlier version specifically warrants noting in response to the point raised.

1.2 Attendees on Behalf of the Applicant

- 1.2.1 [REDACTED], who is of Counsel instructed by Bryan Cave Leighton Paisner LLP (BCLP) appeared on behalf of National Grid, the Applicant.
- 1.2.2 The following representatives were also present:
- [REDACTED], BCLP
 - [REDACTED], the Applicant
 - [REDACTED], the Applicant
 - [REDACTED], the Applicant
 - [REDACTED], the Applicant
 - [REDACTED], the Applicant
 - [REDACTED], the Applicant
 - [REDACTED], the Applicant
 - [REDACTED], the Applicant
 - [REDACTED], Fisher German
 - [REDACTED], Fisher German
 - [REDACTED], Fisher German.

1.3 Structure of the Document

- 1.3.1 This document has one chapter which summarises the oral case made by the Applicant at CAH3 and also the Applicant's response to matters raised by IPs

during the hearing. Item 6 of the CAH3 Agenda covered the recent Rule 17 request **[PD-024]**. Further details can be found in **8.6.6 Deadline 6 Cover Letter [Revision A]** and this is not covered further within this document.

- 1.3.2 The Applicant agreed to take a number of items under Item 5 of the Agenda away in writing. This has been recorded as Action Point 1 from CAH3 hearing **[EV10-013]** issued by the Planning Inspectorate on 30 June 2026. The response to this action point is included in Annex A of this document.

2. Applicant's Summary of Case

2.1 Item 3: Applicant's Response to Representations on the Change Requests

- 2.1.1 The Examining Authority (ExA) provided additional AP the opportunity to appear and make oral representations in line with Regulation 15 of the Infrastructure Planning (Compulsory Acquisition) Regulations 2010 Regulations in relation to the Change Requests. For each additional AP, the ExA asked for an outline of the current scope of objections, whether compulsory acquisition (CA) and or temporary possession (TP) powers (or both) are objected to and why and what relief is sought. Table 2.1 provides a summary of the oral case provided by the Applicant and also the Applicant's response to matters raised by APs under Item 3 of the agenda, where appropriate.

Table 2.1 Item 3 (Applicant's Response to Representations on the Change Requests)

Issue Discussed	Summary of Applicant's Response
Miss Marshall The AP has recently been notified that survey work is required on a parcel of land that was not previously included within the Order Limits.	Oral Summary of the Applicant's Case The request relates to non-intrusive surveys only and does not relate to CR2. The surveys need to cover an area wider than the Order Limits to understand the environment. The Applicant confirmed that it has no plans to change the Order Limits in relation to the APs landholding.
The current Heads of Term (HoT) are not fit for purpose.	Post Hearing Update The Applicant is working with the AP to resolve concerns on the HoT.
There is a need to consider alternative options such as high voltage direct current (HVDC) and undergrounding.	Post Hearing Update The Applicant has responded to consideration of alternatives in 8.5.4 Applicant's Response to the Open Floor Hearings [REP1-140] . National Grid considered HVDC alternatives in 7.19 2023 - Strategic Options Backcheck and Review [APP 357] . HVDC alternatives were significantly more expensive than overhead line alternatives whilst not providing the system flexibility and full capacity as the AC alternative. Underground has been considered in accordance with the National Policy Statements, where the Applicant applied the strong presumption of overhead lines. Further details are

Issue Discussed	Summary of Applicant's Response
	set out in 5.15 Design Development Report [APP-122] and 5.6 Planning Statement [APP-085]. The Project has therefore complied with the relevant National Policy Statement for Electricity Networks Infrastructure (EN-5)¹ policies on undergrounding.

¹ Department for Energy Security and Net Zero (2024) National Policy Statement for Electricity Networks Infrastructure (EN-5)

2.2 Item 4: Updates on Progress on Negotiations from APs

- 2.2.1 Table 2.2 provides the summary of the oral case provided by the Applicant and also the Applicant's response to matters raised by APs under Item 4 of the agenda.

Table 2.2 Item 4 (Updates on Progress on Negotiations from APs)

Affected Party	Summary of Applicant's Response
Scottish Power Renewables Ltd and East Anglia Three (EA3) Ltd	APs Oral Summary The AP said that there had been a constructive meeting with the Applicant last week. The AP identified three main issues, firstly is there may be some amendments to the DCO and associated documentation to correct matters which the AP had already raised in previous submissions. Secondly, the AP noted that it is working with the Applicant in relation to an interface agreement to manage the interface between the projects. This would cover Bullen Lane, which is a critical access for both East Anglia One (EA1) and East Anglia Three (EA3) and the greater scope for interaction with EA3. Given the timing of the examination, the AP proposed to prepare Protective Provisions as a fallback position should the interface agreement not be concluded by the end of examination. The Applicant noted that it intends to forward the proposed Protective Provisions to the Applicant this week. The AP also referred to their Deadline 5 submission which raised the issue of Class 8 land and that the current draft DCO does not cover temporary possession. Oral Summary of the Applicant's Case The Applicant agreed that there have been constructive discussions between the parties which would continue. It confirmed that in relation to the two substantive points that its position on Bullen Lane is that access will be maintained at all times during construction and operation of the project in accordance with the AP's existing land rights, and that is something that will be secured in the legal agreement. In relation to the interactions with EA3, in particular landscaping, the Applicant will commit to replacing any EA3 landscaping that is removed by the project and then it is proposed that the maintenance of the planting would be the responsibility of EA3. The Applicant said that it intends for the legal agreement to be concluded between the parties between Deadline 6 and 7. The Applicant is waiting to receive the AP's proposed bespoke protective provisions, which means including these in the draft DCO at Deadline 6 would be difficult but the Applicant proposed to include Protective Provisions for the AP's benefit, agreed as far as possible at Deadline 7.

Affected Party	Summary of Applicant's Response
	Post Hearing Update The AP's Deadline 5 submissions are addressed by the Applicant in the 8.4.14 Applicants Comments on any Further Information or Submissions Received by Deadline 5 (Revision A). Details on the latest position with respect to resolution of all technical issues between the Applicant and the AP will be set out in the Statement of Common Ground (SoCG) to be submitted at Deadline 7, a copy of which was sent to the AP on the 1 July 2026. The Applicant has confirmed in Deadline 6 that plot B20-199, which concerns EA1's land interests only, is now reclassified as Class 8 land meaning the Applicant may not claim any land rights or temporary possession over the plot. The Applicant has also amended the alignment design to reposition tower RG207 to not physically interact with the EA1 sustainable drainage pond. The ongoing interface between the tower and the pond is subject to ongoing negotiations and will be regulated by the legal interface agreement. Any loss of vegetation anticipated to the landscaping on the EA3 substation will require replacement in accordance with the commitment set out in the Environmental Statement. The Applicant can maintain access for the AP at all times during construction and operation of the Project, in accordance with the AP's existing land rights, including all necessary access required by the AP to EA1's sustainable drainage pond. The Protective Provisions will ensure this access is maintained practically and in land rights terms. The AP also has cable connections to the Applicant's substation within the interfaces between the projects, the Protective Provisions (and legal agreement) will provide retained apparatus protection provisions to ensure that any crossings or work in the vicinity of the Cable Routes are carried out safely and in accordance with the AP's approvals. Whilst the Applicant does need to acquire various plots of land and rights over land owned by this AP, this can be done in a way which will not cause serious detriment to the undertaking of the AP. Although both parties are working together to agree a legal agreement; heads of terms for this are not yet fully agreed. Given the current status of the legal agreement and the time left in this Examination, SPR has requested bespoke protective provisions to protect their position until the interface agreement is entered into. A draft of these was shared with the Applicant on 29 June 2026 and is being considered by the Applicant. The Applicant will include bespoke Protective Provisions for the AP in the draft DCO at Deadline 7, agreed as far as possible with the AP.
National Highways (NH)	APs Oral Summary NH is currently objecting to Compulsory Acquisition (CA) powers being sought over approximately 154 plots of land owned/occupied for the purposes of its statutory holdings.

Affected Party	Summary of Applicant's Response
	Firstly, NH noted that it does not consider the CA of operational land to be necessary but that it expected that agreement can be reached that the Applicant on this matter. Secondly NH does not consider that the Applicant requires CA of rights powers for easements in the subsoil under or over the strategic road network (SRN) or other roads owned or maintained by NH. In relation to overhead lines, NH stated that the Applicant has already an adequate statutory route under the Electricity Act. Section 105 of the New Roads and Street Works Act (NRSWA) confirms that references to works in a highway include works under, over, across, along or upon it. Further, article 3 of the DCO also authorises construction and retention of the authorised development, including overhead lines, and there are powers in the NRSWA that regulates the exercise of the rights. NH noted that this provides a statutory framework for installing and maintaining apparatus in, under and over the public highway and that the Applicant's proposed approach of seeking an easement would convert a public regulatory issue into the acquisition of private rights over public highway land, granting rights in airspace that is also subject to the statutory rights of other undertakers. Moreover, on Yorkshire GREEN, it's understood the project team has accepted that the installation and retention will proceed utilising the statutory rights in the DCO, Electricity Act and NRSWA with no easement being pursued.
	Oral Summary of the Applicant's Case The Applicant confirmed that it agreed with the AP that it does not require Class 1 land take for the purposes of carrying out highways works and highways widening works within the adopted extent of the SRN, where this land is already adopted highway and provided there are no obligations on the Applicant in the Protective Provisions with NHs to dedicate such land for adoption. This was originally included in the application to allow acquisition of subsoil land and transfer of land if required as part of adoption of land on which highways works and highways widening works are carried out. However, the Applicant can confirm that NHs has confirmed that this should not be necessary and can be addressed through the Protective Provisions. The point around the overhead lines is still in dispute. The Applicant's position is that the DCO powers and the street work statutory provisions ensure that protective interventions for example scaffolds and enabling works for abnormal loads, can be facilitated as part of the project. The Applicant has no objection to the reliance on statutory regimes for the temporary construction and maintenance of street works activities that are necessary to protect the SRN. The Applicant considers that NRSWA is not a land rights regime for NSIP projects, which require permanent land rights. The Applicant referred to the Cambridge Wastewater Treatment Plant Relocation Project, where the Secretary of State (SoS) accepted that an easement was justified. The Applicant does not consider the Yorkshire Green Project are taking the approach set out by NH but said that it would respond further in writing on this point.

Affected Party	Summary of Applicant's Response
	The Applicant also noted that NHs were previously referring to the grant of a licence under section 50 of the Act (which applied Schedule 3 by which a licence under that section of NRSWA is terminable upon three months notice), whereas NH is now referring to different sections of NRSWA. That has been a recent change in the analysis by NHs, which the Applicant needs to consider.
	Post Hearing Update In relation to CA powers over Class 1 land within the adopted extents of the SRN, the parties have agreed that this should not be necessary provided that the Protective Provisions do not require the Applicant to transfer the freehold subsoil ownership of the extent of any highways works or highways widening works within the SRN to NHs. The Applicant has deleted provisions to this effect from the Protective Provisions. The Lands Provisions within the Protective Provisions provide that no such Class 1 land acquisition within the SRN will be permitted without the consent of NH, thereby ensuring that it has control on the use of powers to acquire any land within the SRN. Such powers would only therefore be utilised with NHs consent to rectify any landownership anomalies required for dedication at NHs agreement. In relation to CA of rights (underground easement below highway). NHs accept that crossings at depth in the subsoil below the functional highways boundary fall outside NRSWA and that it will agree to voluntarily grant the Applicant an easement on terms to be negotiated between the parties. Whilst the principle is agreed between the parties, the terms of the easement are not yet agreed and nor is an option in place. This will not be negotiated and in place by the close of the examination. Accordingly, the Applicant therefore requires CA powers as a fall back until such time as a voluntary easement is in place for a permanent land right, in the same way that it does across the Project generally. Therefore, the Applicant's version of the Protective Provisions does not give NHs consent to control/determine whether the CA of rights provisions are exercised for this reason. In relation to CA of rights (overhead line oversail), The Applicant's view is that crossings at height outside the functional highways boundary or zone of ordinary use fall outside NRSWA (in the same way that crossings at sufficient depth do). There is support for this principle in <u>London Borough of Southwark and another v Transport for London</u>. The court held the vertical plane included a "slice of the airspace above it sufficient to enable the public to use and enjoy it, and the responsible authority to maintain and repair it, and to supervise its safe operation". The Applicant maintains their position that NRSWA is not an appropriate regime to deal with permanent land rights as are required for a nationally significant infrastructure project. By design, the Applicant will ensure that the Project will not have operational towers or conductors within the reasonable and safe operating environment of the SRN.

Affected Party	Summary of Applicant's Response
	Norwich to Tilbury is a critical, national priority project and the National Policy Statement for Electricity Networks Infrastructure (EN-5) is clear that permanent rights are strongly preferred reflecting the importance of the relevant infrastructure to the government's Clean Power and net zero goals. Whilst the Applicant is content to comply with the relevant provisions of NRSWA when constructing and operating within the functional highways boundary and for any voluntary easement to acknowledge these statutory provisions and their operation, it is not sufficient for the Applicant to rely on these provisions alone. NH contend that NRSWA and the codes of practice thereunder are sufficient to deal with diversions of the Applicants Apparatus. The Applicants position is that notwithstanding compliance with such legislation and guidance, it still requires certainty that it's NSIP apparatus can remain in situ at all times unless diverted by agreement and re-provided before removal. Diversions of NSIP apparatus of this nature would affect land beyond the highways boundary (it's not simply the case of re-laying a pipe elsewhere within a street) and require obtaining land and consents powers for any diversion route, once a design was established. This consent process and the construction of alternative apparatus can take a significant timescale and the Applicant therefore requires more certainty than is provided under the NRSWA legislation that NSIP infrastructure will remain in situ until a diversion is agreed and in place. Accordingly, and for that reason permanent land rights are required and this is supported by EN-5. Whilst, the Cambridge Wastewater Treatment Plant Relocation DCO did relate to acquisition of a subterranean strata interest in the subsoil, the rational of this SoS decision is still supportive of the Applicants position here namely that the infrastructure results in permanency, lack of flexibility and ability to move the apparatus and regardless of whether the Applicant is able to carry out the necessary works under NRSWA that an appropriate permanent interests is required. The Applicant's say this rational applies here because it would not be possibly to divert the NSIP Apparatus fully within the highway. In relation to the approach taken at Yorkshire Green, the Applicant is informed that the current position in respect of legal advice for the Yorkshire Green Project is that they do require easements for over sails and the assertion that on Yorkshire Green works are proceeding solely in reliance on NRSWA and without NGET seeking an easement for the over sails is not correct. On Yorkshire Green easements have been proposed by NGET but discussions have not progressed with NHs. The Applicant understands that NHs may have inferred from this that the point had been conceded but this is not the Applicant's understanding of the position. The Applicant has included Protective Provisions for the benefit of NHs in the 3.1 Draft DCO (Revision F) at Deadline 6. These are not agreed with NHs but the Applicant has sought to narrow as many points in dispute as possible. The Applicant will continue meetings and discussions with NHs with a view to including a further updated version of Protective Provisions at Deadline 7 (either agreed or with as much ground narrowed between the parties as

Affected Party	Summary of Applicant's Response
	is possible). The drafting points remaining in dispute will be identified in an Appendix to the Statutory Undertaker Tracker at Deadline 7.
Northumbrian Water Ltd (NWL)	APs Oral Summary NWL is objecting to the Project until a point when its concerns are addressed. NWL only received the details on the change requests on 16 June 2026 and is still assessing these. However, it noted that Change Request 1 (CR1) appears to affect four mains including two strategic mains. NWL is also objecting to the use of the access to Little Waltham Pumping Station. This is a critical asset and NWL needs to maintain access at all times. There are three plots of land associated with this asset (F3/91, F3/93 and F3/96) and the Applicant has confirmed that it would reclassify one of these plots as Class 8 land (F3/96). NWL is seeking relief through the re-classification of all three plots to Class 8 because NWL cannot confirm that CA of land or rights would not cause serious detriment to their ability to carry out their statutory duties in the absence of agreed protective provisions. The Applicant introduced cost-sharing into the protective provisions on 8 June, an approach that resembles that under the NRSWA. NWL assert that any interference with our assets must follow section 185 of the Water Industry Act that provides for a statutory form of compensation and does not allow for cost-sharing. Oral Summary of the Applicant's Case In terms of asset interactions arising from the change applications, the Applicant does not see any reason why interactions cannot be addressed substantively in the same way that all the other interactions in the project have been and to this extent the Protective Provisions will ensure that the AP approves the details of any crossings of their Apparatus. The Applicant noted that at the last hearing NWL indicated that it was waiting to see what was happening in relation to agreeing the Sea Link Protective Provisions. On the 8 June 2026, the Applicant returned the Protective Provisions and Asset Protection Agreement (APA) to the AP and these reflected where matters had reached on Sea Link. The Applicant also offered a separate agreement for the Little Waltham pumping station given the current impasse over agreeing Protective provisions so that this could be resolved to NWL's satisfaction. This was rejected by the AP's solicitors in favour of seeking to continue to put in place an APA covering everything (including agreed protective provisions). The Applicant confirmed that access can be provided at all times for the AP over the plots of land surrounding Little Waltham Pumping Station and there will be no operational impact on Little Waltham Pumping Station. The Applicant will add this to the Protective Provisions at Deadline 6.

Affected Party	Summary of Applicant's Response
	In relation to the differences between the parties, these relate to the expenses provisions in the Protective Provisions and cover both betterment and the payment of upfront anticipated costs and their return. The Applicant is confident in its position, which is a standard approach with Statutory Undertakers in Protective Provisions, and is not the same as a cost sharing regime in NRSWA. Ultimately if the differences cannot be resolved, the Applicant will be putting forwards its version of the Protective Provisions for the Examining Authorities consideration. Notwithstanding the Applicant will continue to seek to engage with this AP.
	Post Hearing Update The Applicant has offered a meeting with the AP's representative on multiple occasions with no acceptance to date. Most recently the Applicant provided a KML file on 18 June 2026 of the interaction between the AP's holding in Langham (Plots C-10/12, C-10/16, C-10/19, C-10/26, C-10/22, C-10/27, C-10/30 + C-10/28) and the RLB of the project. No response has been received since this was sent. Little Waltham pumping station itself (Plots F3/96) will be made class 8 at Deadline 7. In relation to the temporary possession (class 7) of the three adjoining plots (F3/91, F3/93 and F3/72) the Applicant does require Temporary Possession powers over these plots to obtain temporary electricity connections to a construction compound and will therefore not be making these plots Class 8 for this reason. Notwithstanding this, the Applicant can maintain access at all times for the AP to the Little Waltham Pumping Station so that there is no operational impact on the AP's statutory undertaking. The Applicant has offered separate legal agreement in respect of this issue but for whatever reason the AP is not keen to progress this. Accordingly, the Applicant has included an express obligation in the Deadline 6 version of the Protective Provisions to maintain access to Little Waltham Pumping Station during periods when temporary possession has been taken for the benefit of the AP, which in the Applicant's view resolves this issue. Whilst the expenses provisions in the Protective Provisions are not agreed. The Applicant understands that all other provisions are agreed. This includes the retained apparatus protection provisions and the provisions which address the provision of alternative apparatus in the event that diversions are required (save those aspects which go to reductions for betterment and technical details around the timing of advanced payments). The Protective Provisions will therefor provide acceptable control and protection for NWL in relation to any impacts on apparatus arising from the Change Application. In respect of the expenses provisions within the Protective Provisions, the Applicant's position is that the disputes are around the betterment provisions and claims for anticipated costs. In relation to the betterment provisions these allow for the sums payable by NGET (in the circumstances of a diversion of apparatus) to be reduced where: • where NWL receives some value from any apparatus which is removed under the PPs; and

Affected Party	Summary of Applicant's Response
	where NWL receives a financial benefit from apparatus being replaced under the PPs provided that the apparatus being replaced is older than 7.5 years. These betterment provisions are only engaged where NWL receives a measurable financial benefit. In that case, any amount payable by NGET under the Protective Provisions is reduced by the amount of that benefit. These are not novel provisions and are common in Protective Provisions since 2008, a recent example of their inclusion within Protective Provisions for the benefit of the AP, is in the Longfield Solar Farm Order 2023. The provisions reflect accurate compensation for the sum impact incurred by NWL (i.e. betterment deductions). This is distinct from the cost sharing scheme under NRSWA as NGET remains primarily liable for the full cost of the diversionary works, but that liability is reduced to the extent NWL receives a financial benefit. Where this occurs, NGET cannot subsidise the benefit received in light of its licence obligations. In relation to the salvage deduction provision, the Applicant is already covering the costs of any removal. However, in some instances that removed apparatus still retains value and <u>if</u> NWL receives that benefit then it should be put towards offsetting the cost incurred from its removal. In terms of anticipated costs, the issues between the parties are whether the payment of costs anticipated three months in advance (Applicant's position) is sufficient or whether any future anticipated costs whenever required is necessary (NWL's position). The Applicants drafting proposes three months in advance and would keep the AP costs neutral without potentially leaving the AP retaining substantial sums for a long period of time. The Applicant has confirmed their position to the AP on 3 July 2026. The Applicant will continue to engage with the AP to see if there is any scope to narrow the issues in the drafting or reach agreement. The Applicant has included its version of the Protective Provisions in 3.1 Draft DCO (Revision F) submitted at Deadline 6. The Applicant will update the Protective Provisions at Deadline 7, if further agreement is reached.
Bloor Homes	APs Oral Summary The AP noted that the scope of objection is related to three land parcels at Chadwell St Mary, where it is promoting an application for planning consent for housing and other development. Taken at face value the Project would provide a fundamental constraint to the strategic housing site including affect the main access of the Bloor Homes development and accordingly the AP objected to the Compulsory Acquisition and Temporary Possession powers unless such powers were regulated by a binding agreement. The AP confirmed that it has a draft agreement with the Applicant which should enable both projects to develop together through collaboration and co-ordination to resolve overarching issues during construction/operation of the two projects including safeguarded areas. There will also be collaboration over the access arrangements, both

Affected Party	Summary of Applicant's Response
	permanent and temporary, and the AP continues to look for that to be pushed as far north as possible and close to the pylons. The AP is hoping to provide an update to the ExA at Deadline 6 and intends for the Statement of Common Ground (SoCG) to be closed out at Deadline 7.
	Oral Summary of the Applicant's Case The Applicant agreed to provide a revised draft of the legal agreement to the AP this week.
	Post Hearing Update The extent of interface is influenced by timing of each Project and has potential to be quite limited with the Project well progressed before the AP's project commences. The Applicant is continuing discussions regarding the broad location for the construction access route, with a view to reaching agreement. Further engagement is ongoing to resolve overarching issues relating to construction, operation and maintenance of both projects, including safeguarded areas. These discussions will continue as the respective parties detailed designs and construction programmes are worked up following the completion of the legal agreement. A further version of the legal agreement was issued by the Applicant's solicitors to the AP on 30 June 2026. This was returned by the AP to the Applicant's Solicitors on 3 July 2026, leaving only a few remaining drafting issues. The parties are proposing to meet on Tuesday 7 July to seek to resolve the final outstanding issues. If this is achieved the parties will aim to put the legal agreement in place by Deadline 7 to enable the AP to withdraw its objection and submit a final SoCG at Deadline 7.
ARU Writtle	APs Oral Summary ARU is maintaining an objection in relation to the impacts to its higher education establishment. The Applicant is seeking a permanent access through the educational establishment and there are also concerns of electromagnetic fields (EMF) and microshocks to horses and students. The next meeting is arranged for 16 July 2026, which the AP thinks is too far off given the position in Examination and the need to resolve matters. Oral Summary of the Applicant's Case The Applicant confirmed that it had been discussing alternative accesses with Essex County Council and has just had it confirmed this morning that an alternative access has been accepted. This means that the Applicant no longer requires access through the college from Cow Watering Lane (Plot 8/42). In response to the ExA and whether this would become Class 8 land or be excluded from the Order Limits, the Applicant confirmed that it would become Class 8 land.

Affected Party	Summary of Applicant's Response
	In response to EMF and microshocks, the Applicant signposted to its response in 8.4.11.1 Applicant's Response to ARU Writtle [REP4-348] and ExQ2 CA 2.1 and HW 2.2 [REP5-193] where it states that National Grid follows the voluntary code of practice on how electricity companies should manage microshocks and has applied this approach to these plots to reduce the EMF to below the threshold contained in the guidance. Post Hearing Update The Applicant will seek to make all consequential amendments to the various documents relating to the access route, including the Book of Reference and Land Plans, at Deadline 7. The Applicant is also discussing with the AP if the next meeting can be brought forward.
Boxford (Suffolk) Holdings Ltd	APs Oral Summary A meeting was held between the AP and Applicant on 10 June 2026, which discussed the alignment and working method. However, the Applicant stated that it could not provide detailed information in advance of construction. Basic details were provided on 22 June 2026. The AP stated that the current HoT will affect blueberry business and the reinstatement of the land and it needs further information in a number of areas to understand the long-term impacts on its business and being able to meet its retail customer needs. The AP also raised concerns over water quality to the reservoir. Although the Applicant has committed to undertake water quality monitoring it is unclear how the Applicant would mitigate risks to the reservoir during construction. The AP does not consider the CoCP to sufficiently address its concerns. Oral Summary of the Applicant's Case The Applicant appreciates that the AP wants details, but this information would not be available until the detailed design is completed, as would be standard for DCO projects. The Applicant confirmed that a further meeting is planned on site with its contractor. The Applicant clarified that the programme of works means that the APs activities can continue through to September 2028 to allow more time to resolve matters and the Applicant is also adjusting plans and has identified potential measures to reduce the impact. Post Hearing Update A meeting has been proposed to the AP and Land Agent, with representative from the Applicant and its construction partners. The Applicant will confirm dates to the AP as soon as practicable to discuss ongoing matters that pertain to the existing agricultural operations including blueberry crop and reservoir.

Affected Party	Summary of Applicant's Response
Dick Lanham	APs Oral Summary The AP noted that a proposed access route would pass through their residential entrance. The rights sought would interfere with the use and enjoyment of the AP's property, impact the operations of the family business and create ongoing biosecurity concerns. The AP has suggested an alternative route with the Applicant and has not received a satisfactory explanation as to why an alternative route cannot be accepted. The AP also noted that there is a lack of clarity about the access, as the Applicant said at the previous hearings that this would be for occasional access for routine maintenance. However, the HoT dated 26 April 2026 says different. Oral Summary of the Applicant's Case The Applicant noted that it would not repeat the previous case around the access route but as a general update, there is ongoing engagement between the parties to identify appropriate biosecurity measures and measures to mitigate the impact of the turkey and the cattle enterprises. The Applicant is waiting cost estimates in relation to the biosecurity measures and also in relation to supplemental cattle feeding requirements at the farm. The Applicant met most recently with the APs agent on the 4 June 2026 to discuss the HoT, with the view to removing the ambiguity around what rights are being sought. The Applicant confirmed what it said at CA2, that it is only seeking permanent rights of access, not a temporary right for construction works utilising their existing farm access. The Applicant stated that there is no discrepancy in the documents being sent to the AP and the position being set out in writing at Examination but agreed to take away an action as to what it can do to make it more transparent to the ExA regarding what is going into the HoT so they can judge whether there is a degree of ambiguity that it may need to make an adjudication or a judgment on. Post Hearing Update The access into the field to the side of the residential property is a permanent right of access utilising an existing farm access to be used infrequently for inspections and maintenance activities. To reiterate the Applicant is continuing negotiations on the HoTs as part of seeking a voluntary agreement and is seeking measures to minimise impacts on existing agriculture operations as has been previously messaged on multiple occasions. On 17 June 2026, the Applicant contacted UK Power Networks to advise that an alternative access route had been identified via third-party land, with agreement in principle from the landowner. The Applicant will continue to engage with the AP and the AP of the land affected by the proposed alternative. If voluntary agreements can be reached the Applicant will seek to use the alternative access route for future survey and maintenance requirements.

Affected Party	Summary of Applicant's Response
Paul Lanham	APs Oral Summary The proposed access route would pass through the entrance to our home and through our working farmyard. The AP noted that the access would pass very close to its poultry enterprise and create significant biosecurity concerns. The poultry enterprise operates under strict requirements, and an increase in third-party access through the farm creates risks which would threaten the continual viability of that part of the business. The proposal also affects the grazing land used by the APs cattle enterprise, which would significantly affect livestock management and the future viability of the cattle enterprise. In addition, the proposed pylons and overhead lines would have a major impact on our fishing lake business. The AP has identified an alternative access and has never received a satisfactory explanation as to why that alternative has not been adopted.
	Oral Summary of the Applicant's Case The Applicant noted that it had nothing further to add from its position responded to at CAH2 and in written correspondence with the AP on 18th June 2026.
	Post Hearing Update The Applicant has met multiple times with the AP and their appointed agent and is willing to work with them collaboratively to mitigate any bio-security concerns, the latest meeting to discuss this with their agent was held on the 11th May 2026 where detail on Bio-security measures and standards required were requested for consideration by the Applicant, despite repeated chasing detail on this is yet to be provided by the AP. At the same meeting the impact on the cattle enterprise was also discussed and again further information from the AP on this enterprise was requested which is yet to be provided by the AP. For clarity the Applicant has dealt with cattle enterprises on many schemes previously where supplementary feeding, re-housing or de-stocking has been used to mitigate the impact on APs and has been an effective solution to find a collaborative solution suitable to all parties. It is acknowledged by the Applicant that there may be an unavoidable impact on the fishing lake and as such this may need to be treated as a compensation item based on proven loss to align with the Compensation Code, again this matter has been discussed with the AP on multiple occasions and the position most recently confirmed to the AP in a letter dated 18th June which also clarified the position of the Applicant on the bio-security and cattle issues.
The Langley's Estate Charles Micklem Jenny Micklem	APs Oral Summary National Grid informed me that it was preparing a Section 172 notice in relation to the intrusive licence on our land regarding boreholes. The AP noted that he had responded to the Applicant's request to provide evidence to support its position on compensation, which included showing that artificial fertiliser is more expensive than organic manure.

Affected Party	Summary of Applicant's Response
	The AP stated that the Applicant has not responded to its question and instead said on 1 June 2026 that it has prepared a Section 172 notice. The AP noted that no notice has been served to date but fears that it may be served at any time. The APs second concern, was relation to Section 172 notice that was served on the APs tenants, with no notice served on the AP as the landowner. The AP noted that its tenants would have been in breach of the Agricultural Holdings Act tenancy had they signed the licence. The AP noted that as of this morning the Applicant confirmed that the notice is not deemed as validly served. The AP noted that during the initial meetings with the Applicant it was told if any of the temporary infrastructure proved beneficial to the farm, the Applicant would seek the necessary planning permission to allow it to remain in place permanently. The Applicant is now stating that due to planning requirements, all of the infrastructure must be temporary. The Applicant has written to local residents and published information on its website regarding the proposed pre-access works (bellmouths and a compound). However, this information has only been published on National Grid's website and does not appear on the Planning Authority's website, which suggests that the Applicant considers the DCO to be a 'done deal'.
	Oral Summary of the Applicant's Case The Applicant confirmed that it is applying for planning permission for bringing forward the enabling works under the Town and Country Planning Act (TCPA) which are subject to a separate planning process. It is not presuming DCO consent, but it is starting the TCPA application process to avoid delays to the programme. The Applicant confirmed this is at the preapplication stage and undertaking initial consultation but that no information would currently be appearing on the local planning authority websites. The Applicant confirmed that the Section 172 notice has been delivered in error and has since confirmed to the AP that this is not considered served. It is seeking survey access through voluntary agreements but notes that powers exist where agreement cannot be reached and this is lawful.
	Post Hearing Update The Applicant spoke with the landowner following CAH3 and agreed to meet them on site on 9 July 2026 to discuss matters further. From the information supplied by the affected person, the Applicant's understanding is that the regulations and legislation concerning boreholes/ spreading organic matter apply only where boreholes are being conducted to extract and supply water for human consumption. The boreholes proposed by the Applicant are for geotechnical analysis, and not to extract water for human consumption.

Affected Party	Summary of Applicant's Response
	The Applicant has reviewed the concerns raised by the AP in respect of spreading within the proximity of the boreholes required for Norwich to Tilbury. Discussions remain ongoing with Anglian Water who has also been introduced into the conversation, and the Applicant awaits formal feedback from the relevant organisations that can be shared with the AP. In the event that a formal response from Anglian Water is not forthcoming, the Applicant will circulate its own position statement on the matter and will clarify how it proposes to proceed with the borehole surveys and how any perceived risks associated with boreholes/spreading would be mitigated.
Russell Matthews	APs Oral Summary The AP noted its concerns about the Applicant using temporary traffic lights on Darrow Lane, which provides the entrance to the AP's home and business. The AP noted that Darrow Lane is single-lane track with no passing points and is unclear how vehicles would be able to pass under any traffic management plan. Oral Summary of the Applicant's Case The Applicant owns the two fields at Gables Farm and has private law access along the road. Therefore, it is not seeking CA rights from Mr Matthews. The Applicant had previously issued version 1 of the HoT but version 2 was not issued once it was confirmed that no rights were being sought over his land. The next meeting is proposed on 8 July 2026, which will discuss the access route. Post Hearing Update A site meeting is due to take place between the Applicant and the AP on 8 July 2026 to resolve outstanding land rights matters after which written confirmation will be provided regarding the extent of NGETs existing rights, and to note that no CA powers are being sought over the APs land. The Applicant notes the AP's concerns about the use of temporary traffic lights on Darrow Lane and would like to reassure the AP that crossover bellmouths are proposed on Darrow Lane, where construction traffic would need to give way to traffic using the public highway and traffic lights are not currently proposed on Darrow Lane.
Sheringham Shoal and Dudgeon Extensions Projco Limited	APs Oral Summary The AP has an extant DCO including CA powers which has been registered as a local land charged under a section 134 notice. Those powers overlap with the Norwich to Tilbury project. The AP has secured options over two plots of land in the area of overlap and has agreed HoT for a further six with draft options issued. The AP requires clarity on how the overlapping CA powers would work in practice and how this can be explained to affected third party landowners.

Affected Party	Summary of Applicant's Response
	The AP's project's cable corridor overlaps with the Applicants access and working area for pylon RG006, and the AP considers that the acquisition of rights and use of temporary possession in that area needs to be coordinated and controlled. The Applicant's proposed lightning strike protection for pylon RG006 also infringes considerably into the APs cable corridor to the extent that it wouldn't be possible for the AP to fit a link box in that location. The AP have asked the Applicant to try and provide us with some more details of that protection but the Applicant is not able to do so at this stage. There are a number of issues that still need to be resolved including where the Applicant currently proposes permanent landscaping over the APs permanent access to its substation, changes to landscape planting over the APs 400kV cables and relocation of attenuation ponds within the Applicant's Order Limits. The parties are working together to resolve these issues, and the AP acknowledges that the side agreement is with the AP to return to the Applicant. However, due to concerns about the time remaining in the examination, the AP will submit its preferred Protective Provisions at Deadline 6.
	Oral Summary of the Applicant's Case The Applicant confirmed that it had issued the draft side agreement and proposed PPs on 29 May 2026 and is still awaiting a response back from the AP (as at CAH3) and it would be very useful to have that response back in order to assist with progress, in addition to the practical issues that the parties are working through. The Applicant is seeking confirmation through the change control process with its contractor to see if it can amend the location of pylon RG006 to move this outside of the APs cable swathe and Order Limits. This would also resolve concerns around the joint bay. Equally the earth matting is centred around the pylon location, so with the movement of the pylon, that should remove any concerns around earth matting lightning strikes to their cable swathe. Once confirmed, if this is something that the Applicant can ultimately do, this would be secured through an obligation in the side agreement. The Applicant provided further information on 18 June 2026 and held a technical call on the 19 June 2026 regarding the lightning strike matter.
	Post Hearing Update As set out above, the Applicant is seeking confirmation through the change control process with its contractor to see if the location of pylon RG006 to move it outside of the AP's cable swathe and Order limits. This would resolve concerns around earth matting lightning strikes and the joint bay. The Applicant has agreed in principle that it will not install landscape planting over the route of the AP's access once the final location is established, and this will be secured in the Side Agreement. The AP returned the Side Agreement and amended Protective Provisions to the Applicant on the 27 June 2026, which are currently not agreed. The Applicant is trying to set up a further meeting with the AP to discuss this further.

Affected Party	Summary of Applicant's Response
	The Applicant has included its version of the Protective Provisions in the 3.1 Draft DCO (Revision F) at Deadline 6. This is the version that was sent to the AP on 2 July 2026. The Applicant will provide a further update at Deadline 7.
Faulkbourne Estate Mr Fisher	APs Oral Summary The AP has requested further information regarding authorisation of CA powers for biodiversity net gain (BNG) purposes but has not had a response from the Applicant. The Applicant has said that it could reduce the area of BNG but did not address the issue of BNG as a whole. The Applicant has also said that it will not make any movement on pylons, haul roads and compound. The AP notes that the Applicant had originally said that temporary works could remain if of benefit to the landowner and now is saying that they cannot. The Applicant is also saying that certain issues need to be left until detailed designs are completed but then asks for agreements to be signed now. The AP is concerned the later engagement will not happen given the engagement on the project to date. Oral Summary of the Applicant's Case The Applicant agreed to provide a summary of the engagement in writing. The general approach around the CSE compounds and substations has been to take the whole field on the assumption that there are often relatively small and awkward shapes left. These areas can then be used for mitigation planting and biodiversity net gain. Some of the land mentioned by the AP is required for landscape planting to help screen the CSE compound. Following the feedback from the AP, the Applicant has looked at whether it can deliver its BNG land requirement elsewhere and it believes it can. Therefore, there will be approximately three hectares that the Applicant thinks can be return to agricultural use. Post Hearing Update The Applicant has the following dialogue with the AP since CAH2: • 5 May 2026: Phone call held with the AP's agent (Whirlledge and Nott) to arrange a further site meeting. • 13 May 2026: Notification from Whirlledge and Nott that they are no longer acting for the AP and that Brown and Co have been instructed. • 14 May 2026: Call with AP's new agent to run through current position of the Project, HoT and arranging a site meeting. • 2 June 2026: Site meeting held at AP's land where the following matters were discussed: – Route design – straightening of the route between TB104 and TB109, which the Applicant is considering.

Affected Party	Summary of Applicant's Response
	– Temporary haul road relocation for TB100 and TB101, which the Applicant is considering. – Relocation of the temporary haul road further south that provides access to TB103 and also TB104. – The acquisition site for CSE compounds – landowner requests the acquisition area to be reduced down removing the north-eastern area of the proposed acquisition. • 3 June 2026: Applicant responded to AP's agent providing the consultation response to AP's early requests for changes to the alignment. • 10 June 2026: Applicant sent email to AP's agent following the site meeting with response to the points raised, confirming routeing decisions and the limiting factors in the area. • 10 June 2026: AP's agent responded to the response from the design team, with further questions on the design. • 15 June 2026: Applicant liaised further with the AP's agent over email responding with further guidance on the AP's agent's queries to the design response. • 16 June 2026: Applicant responded via email with further details on design proposals in this location. Since CAH3, a site meeting was held on 1 July 2026 between the Applicant, including attendees from Fisher German, and the AP and their newly appointed land agent. The items that were discussed included BNG land assessment (exploring whether BNG requirements can be met elsewhere), extent of land acquisition (and by implication returning more land to agricultural production), haul roads, routeing and siting reasoning and decision making and the extent of requirement on non-intrusive survey scope. The Applicant is considering further suggestions made by the AP at this meeting and has been asked to provide further clarifications on haul road specification, ford crossing methodology, scaffolding locations, permanent access routes and the micro-siting of pylons. The Applicant will respond in due course once the information is available as part of the ongoing design process. The Applicant responded to the general principles on BNG in its response to Action Point 4 - Proposals for BNG in 8.5.9 Applicant's Response to Compulsory Acquisition Hearing 2 Action Points [REP4-304]. Some contribution to BNG will be made by the remaining planting but as an incidental rather than primary purpose.
Harry Robert Palmer and Palmer and Klein	APs Oral Summary The AP runs a fuel recycling business where the controlled waste is spread on grazing land under a strictly controlled permit, which requires an annual application to the Environment Agency. The permit controls the area across which the waste can be spread. The AP stated that the Norwich to Tilbury Project will make over half of the farm unsuitable for this and there would need to be a 12 month exclusion following any boreholes. The wastewater will need to be tankered off site at a substantial cost to the APs business.

Affected Party	Summary of Applicant's Response
	The AP has requested that the Applicant minimises the loss of land and also allows the AP to make a claim for the mitigation for its costs. It needs these commitments to be made and has requested the Applicant to provide a timetable for the commitments process, similar to what was used on the A428 DCO, which led to the HoT being agreed during Examination. Oral Summary of the Applicant's Case The Applicant agreed to confirm the engagement it has had with the AP in writing. The Applicant received the information from the AP on Monday and there is a meeting between the parties on Friday, with a further meeting proposed with the Environment Agency to discuss the permit. The Applicant will look to progress advanced compensation by a side letter. Post Hearing Update The Applicant has the following dialogue with the AP since CAH2: • 9 May 2026 – Site meeting with landowner and their agent. The Applicant's land, engineering and construction representatives attended. • 9 May 2026 – Email summarising the actions was sent by the AP's agent to the Applicant. • 29 May 2026 – Email response from the Applicant requesting information on the contaminants within the wastewater, required to understand a suitable drainage solution. • 1 June 2026 – Email to AP's agent confirming appropriate wording will be sent to agent in due course. • 5 June 2026 – The Applicant responded to the AP's agent with a summary detailing the proposed mechanism for advanced compensation to minimise impact on the business and information required to progress this. This has also been captured as ADDR-66. • 10, 11, 12 and 17 June 2026 – Liaising with the AP's agent to organise a suitable meeting date. • 22 June 2026 – Teams call with the Applicant and the AP's agent to discuss matters in relation to the compensation mechanism and proposals to move this forward. • 22 June 2026 – Email response from the AP's agent requesting further clarification. • 22 June 2026 – Email received from AP's agent providing details of contaminants and other requested information regarding the business and wastewater. • 26 June 2026 – Email from the Applicant to the AP's agent regarding the proposed ground investigation works. • 2 July 2026 – Email response from the AP's agent requesting further clarification.

Affected Party	Summary of Applicant's Response
	3 July 2026 - The Applicant held a Teams meeting with the landowner, their agent and the Environment Agency to discuss points regarding the business operations, the practicalities of disposal of wastewater and boreholes. The AP's agent provided a draft HoTs for review, outlining the basic parameters for the Advanced Compensation mechanism. There are a number of queries still outstanding from the meeting, with various actions taken by the separate parties. 10 July 2026 – Meeting planned to discuss boreholes alongside the wastewater spreading. 17 July 2026 – The Applicant to respond on HoTs, and with draft Side Letter by this date. The Applicant will continue to work with the AP to agree and set out a schedule of proposed future engagement and to draft a side letter to confirm the appropriate mechanism for advanced compensation.
Tritton Farming Partnership	APs Oral Summary The AP noted that on the 17 June 2026, the Applicant confirmed the movement of pylons to Scenario B. The AP noted that not as much land as expected has moved to Class 8. The AP noted that there is a large area surrounding the proposed A131 roundabout, which is an area of strategic and high commercial value for minerals, farming and housing. The AP sees no reason why this is included in the Order Limits and says that the Applicant has said it does not require it for permanent rights. There is a new permanent rights access from this roundabout, which the AP believes should be temporary to minimise sterilisation. A new permanent right from Goodmans Lane has been established, which the AP welcomes in principle. The AP is requesting that the redundant permanent rights that run through the mineral site and farmyard are removed from the map, as these appear to be unnecessary now. The AP has been notified on the TCPA planning applications but would prefer to focus on agreeing the HoT and the SoCG. Oral Summary of the Applicant's Case The Applicant is waiting to receive the comments on the SoCG from the AP. The Applicant is reworking elements such as the construction haul road, the permanent access routes for maintenance and looking to reduce the sterilisation of the quarry. However, the microsites, which is all being considered within the Order Limits will require more detailed design inputs. Post Hearing Update The design detail of Scenario B has been circulated to the respondent and an in-principle agreement has been received from the AP on the revised arrangements. The Applicant is working with Tritton Farming Partnership LLP to

Affected Party	Summary of Applicant's Response
	update 8.3.32 Draft Statement of Common Ground - Tritton Farming Partnership and Brett Aggregates (Lowleys Farm Mineral Site) for Deadline 7, showing where matters have been agreed.
Whirledge & Nott on behalf of various affected persons	APs Oral Summary The agent is speaking on behalf of other land agents and a number of the landowners it represents. The Applicant is not negotiating on the Project. There are many meetings but there is not much progress and there is no response to concerns or explanation when matters are rejected. There are no details about how landowners would be affected and landowners need this information to plan how to manage their land. Version 3 of the HoT was issued in June and there is no timetable for the issue of version 4. The Deed of Easement was issued for the first time in June and this is considered to be wider than necessary, for example it includes a maximum 1m height underneath the overhead lines, which would restrict some crops such as maize. There are also no HoT from UK Power Networks, despite initial discussions taking place in April. Oral Summary of the Applicant's Case The Applicant said it would respond in writing to these points. Post Hearing Update The Applicant refutes the allegation that it is not negotiating on the Project. Many of the requests from landowners are very detailed and in some instances request further information which will only be available as the detailed design is progressed. The latest Suffolk group agent meeting was held on the 4 June 2026 and was a full day event. The Applicant has been reviewing the feedback received at this meeting and comments submitted since. The Applicant clarified that version 2 (not 3) of the HoT was submitted in June. It is the Applicant's intention that version 3 of the HoT will be issued by the close of examination. In the meantime, engagement on landowner specific matters is ongoing and discussion on the impact of specific clauses in the HoT continue.
Essex Scouts and Guides International Jamboree	APs Oral Summary The APs confirmed that it has received revised HoT for a legal agreement yesterday and needs to review these but noted that these look promising. Oral Summary of the Applicant's Case The Applicant thanked the AP for the update. Post Hearing Update

Affected Party	Summary of Applicant's Response
	The parties are continuing to discuss matters. The Applicant is waiting for the AP to return comments on the HoT to allow the parties to seek to reach an agreed position. A further update will be provided at Deadline 7 as to whether a response has been received from this AP to the proposed HoT.
The Lower Thames Crossing Project	APs Oral Summary There are ongoing discussions regarding the 700 interfacing plots between the AP and Applicant's projects. The parties are working towards a side agreement but due to lack of detail provided to date, the AP considers it unlikely that agreement will be reached before the end of Examination. Therefore, the AP will submit its proposed Protective Provisions as to how to safeguard its positions at Deadline 6, which will include a requirement for the Applicant to seek prior approval from LTC before commencing any works within the LTC DCO Order limits.
	Oral Summary of the Applicant's Case The Applicant noted the submissions made by the AP and confirmed that it would respond at Deadline 7 to any Protective Provisions submitted at Deadline 6. However, to avoid inhibiting the delivery of the Project, the Applicant confirmed that it could not, as a matter of principle, accept a prior approval mechanism within those Protective Provisions. The Applicant acknowledged that this is likely to be a matter left outstanding at the end of the Examination and one which the ExA and the SoS would need to determine.
	Post Hearing Update The Applicant continues to engage with the Lower Thames Crossing regarding the interfaces between the Projects. The parties are actively progressing negotiations on the drafting of a side agreement. The Applicant understands that LTC intends to submit its proposed Protective Provisions at Deadline 6. The Applicant will review this drafting, and if agreement cannot be reached between the parties, will submit its own proposed Protective Provisions at Deadline 7.

2.3 Item 5: Progress on Other Matters

2.3.1 Table 2.3 provides the oral case provided by the Applicant and also the Applicant's response to matters raised by APs under Item 5 of the agenda at CAH3. Items a, b and d are covered in Annex A: Applicant's Response to Action Point 1.

Table 2.3 Item 5 (Progress on Other Matters)

Matter	Summary of Oral Case
a) Statutory undertakers (including progress and position on protective provisions)	Oral Summary of the Applicant's Case The Applicant made no oral case during the hearing but agreed to provide a response in writing: Post Hearing Update The Applicant has responded to this in Annex A: Applicant's Response to Action Point 1.
b) Crown land	Oral Summary of the Applicant's Case The Applicant made no oral case during the hearing but agreed to provide a response in writing: Post Hearing Update The Applicant has responded to this in Annex A: Applicant's Response to Action Point 1.
c) Negotiations with affected persons	Oral Summary of the Applicant's Case The Applicant made no oral case during the hearing in addition to what is covered under Item 4 in Table 2.2.
d) Whether design development has progressed, and details thereof, relating to localised changes within the Order Limits that may reduce or remove CA or TP requirements	Oral Summary of the Applicant's Case The Applicant made no oral case during the hearing but agreed to provide a response in writing. Post Hearing Update The Applicant has responded to this in Annex A: Applicant's Response to Action Point 1.
e) Progress of UKPN land negotiations, how this is being tracked and what information is	Oral Summary of the Applicant's Case The Applicant noted that the appearance of the position in terms of the absence of HoT is explained by the fact that the UKPN's engagement and negotiation strategy does not follow the same

Matter	Summary of Oral Case
before the ExA to justify CA or TP for their taking of land and or interests	sequencing as National Grid's process. It was further noted that UKPN HoTs would be issued at a later stage in the landowner engagement process. The Applicant explained that all statutory undertakers have a discretion to decide upon the most appropriate form of landowner engagement process and, as a consequence, UKPN follow an approach whereby its HoTs are issued later in the engagement process. The Applicant acknowledged that it has overall responsibility for the application for the Project and that, therefore, the onus is on the Applicant to ensure the progression of engagement with all APs. The Applicant agreed to provide further detail at Deadline 6 regarding its approach to engagement, alongside UKPN's approach to engagement, in order that the ExA can better understand the position from both parties' perspectives. The Applicant also stated that it will continue to negotiate with APs, including beyond Examination, until an impasse is reached and a programme imperative means that it needs to fall back on compulsory purchase powers.
	Post Hearing Update The Applicant has responded to this item in Annex B.

2.4 Item 7: Any Other Matters

- 2.4.1 Whilst no submissions were made by the Applicant or any of the APs present at CAH3 in respect of Agenda Item 7, Table 2.4 provides a post-hearing clarificatory update in respect of Human Rights and Equalities matters.

Table 2.4 Item 7 (Any Other Matters)

Issue Discussed	Summary of Oral Case
Clarification and update in respect of Human Rights and Equalities matters.	Post-Hearing Update As regards the Equalities Act 2010 / the PSED, it has come to the Applicant's attention that a correction is required in respect of the 8.5.2 Applicant's Written Summary of Oral Submission and Response to Action Points for Compulsory Acquisition Hearing 1 [REP1-138] at Deadline 1. In that written submission, the Applicant stated that in respect of Human Rights and Equalities matters, no representations by those with protected characteristics as defined by the Equalities Act 2010 had been received at the time the Applicant's submission for Deadline 1 was written. That statement inadvertently overlooked the fact that, at that time, two Affected Persons had made submissions during statutory consultation and then again ahead of CAH1, which identified parties with protected characteristics. The Applicant apologises for this oversight. However, targeted engagement with both Affected Persons (both face to face and through written correspondence) had been ongoing, and further details are provided below: • The Applicant became aware of the protected characteristics relevant to the first Affected Person on 27 November 2025 (Relevant Representation registration comments received from the Affected Persons). The Applicant responded to these Representations and met with the family at their household on 15 May 2026. At that meeting, further information was gathered about the specific nature of the protected characteristics in the household; and the specific circumstances around particular aspects of the Project which were causing the most concern. As a result of this initial meeting, immediate clarifications were provided which have provided some reassurance, and further discussions are ongoing. A further meeting has been requested via the Affected Person's agent and a mutually convenient date is now being determined. The purpose of this second meeting will be to outline specific measures that can be put in place to provide support to the family during the construction phase in order to help them to manage the specific concerns they have raised. Further meetings will be arranged as appropriate, and ongoing liaison is proposed throughout the construction phase of the project.

Issue Discussed	Summary of Oral Case
	As regards the second Affected Person, the Applicant became aware of the relevant protected characteristics during stakeholder engagement events in 2024. A personal visit was subsequently undertaken by the Applicant's Project Director and DCO Design Co-ordinator on 29 May 2024. During this meeting the particular concerns of the Affected Person were clarified. As a result of these discussions, the alignment of one of the main haul roads was moved further away from their property. As a result of further submissions made by the Affected Person concerning the specific matter of the health of a family member, a face to face meeting took place at the hearing venue prior to CAH3 on 24 June 2026, during which the Affected Party set out the specific nature of the family member's situation, presented supporting medical evidence and set out details around what day-to-day living looks like for the household. A further meeting and site visit is now proposed to further progress these discussions and explore any options for proportionate support available to the Affected Party. Regarding more general matters around Equality Impact Assessment and Public Sector Equality Duty, the Applicant continues to engage with Affected Persons through responses to individual representations received or those submitted on behalf of businesses or other stakeholders. Individual, targeted engagement is also ongoing with a number of Affected Persons, where specific concerns about impacts on health and wellbeing have been raised.

Annex A.

Applicant's Response

to Action Point 1

Annex A

Applicant’s Response to Action Point 1

The ExA published Action Point 1 in relation to Item 5 of the CAH3 agenda:

Provide updates on the following sections of agenda items 5, which were deferred at the hearing:

- a) statutory undertakers (including progress and position on protective provisions)
- b) crown land
- d) whether design development has progressed, and details thereof, relating to localised changes within the order limits that may reduce or remove compulsory acquisition or temporary possession requirements.

The Applicant’s response is presented in Table A.1.

Table A.1 Response to Action Point 1

Matter	Summary of Oral Case
a Statutory undertakers (SU) (including progress and position on protective provisions)	Negotiations with all SU’s are continuing as identified in the SU Tracker submitted at D5, until such time as agreed protective provisions and/or legal agreements are in place. The latest update is 8.7 Statutory Undertaker Tracker (Revision E) submitted at Deadline 6. 1 PP’s included in the Order at or before D6 1.1 General Protective Provisions (“PP’s”): 3.1 Draft DCO (Revision F), includes standard template PP’s for the benefit of Electricity, Gas, Water and Sewerage Undertakers, as well as for Electronic Communications Code Networks. Some SU’s are content to rely on these PP’s and do not require anything further, as identified by yellow shading set out in 8.7 Statutory Undertaker Tracker (Revision E). This accounts for 11 of the 30 Statutory Undertakers currently identified in the Tracker. Of the remaining nineteen entities, twelve have indicated that they would like bespoke PP’s and seven are negotiating legal agreements only. The remaining twelve who have requested bespoke PP’s are identified below. 1.2 Bespoke Protective Provisions (“PP’s”): Bespoke agreed PP’s were included in the order at D5 for Cadent. Further bespoke agreed PP’s have been included in the order at D6 for National Gas Transmission and Anglian Water.

Matter	Summary of Oral Case
	In addition to those agreed bespoke PP's, the Applicant has also included into the Order at Deadline 6, a further four new and one updated sets of bespoke PP's for the benefit of s127/138 parties identified in table 1.1 of the SU Tracker 8.7 Statutory Undertaker Tracker (Revision E). Whilst these are not in a fully agreed format, the Applicant has sought to agree as much of the wording of these additional bespoke PP's as possible. This applies to (i) NWL/Suffolk and Essex Water, (ii) Affinity Water, (iii) Network Rail, (iv) National Highways (Updated PP's) and (v) Equinor The Applicant will continue negotiations and will submit a further set of agreed PP's at Deadline 7, if further agreement is reached. The Applicant will provide an update including outlining any final outstanding issues between the parties in the updated Statutory Undertaker Tracker at Deadline 7. In addition, the SPR entities (SPR, EA1, EA3 and TC EA ONE OFTO have also indicated that they require protective provisions. A first draft of their proposed bespoke protective provisions on the 29 June 2026. The Applicant is reviewing these and seeking a meeting to agree in the PP's in so far as is possible. Accordingly, the Applicant will submit the Applicants version of PPs for SPR, EA1 and EA3 at Deadline 7. This accounts for the position in relation to the twelve.127/138 parties in Table 1.1 of the 8.7 Statutory Undertaker Tracker (Revision E) (Orange and Pink rows) The remaining seven parties identified in the 8.7 Statutory Undertaker Tracker (Revision E) namely EPN, Pivot Power, Hornsea 3, Longfield Solar, Hall Farm Bess Limited, Damson Green and Conrad Energy, are seeking legal agreements only. These parties would also have the benefit of the general PP's in Schedule 16 Part 1 of the Order in addition to bespoke legal agreements. An update in relation to the progression of legal agreements is set out below. 2. PP's proposed at D7 As above SPR, EA1 and EA3 and TC EA1 OFTO have indicated that they would like bespoke PP's including in the Order at D7. In terms of new additions, both Tarchon and Lower Thames Crossing have indicated in addition that they require bespoke protective provisions in the Order. Tarchon provided these on 23 June 2026 in respect of their DCO proposal which has not yet been submitted. The Applicant replied on 2 July 2026 and the parties will continue to seek to reach agreement. Tarchon is not a s.127/138 party and accordingly not in the 8.7 Statutory Undertaker Tracker (Revision E). In respect of Lower Thames Crossing, they require separate PP's to National Highways and have indicated that they will submit their version of the bespoke PPs at Deadline 6 but they have not currently shared these with the Applicant. The Applicant will therefore submit their version of PPs for these parties at Deadline 7. LTC is currently the same entity as National Highways, which is addressed in the 8.7 Statutory Undertaker Tracker (Revision E). In relation to all parties identified in the SU Tracker as either s127 and/or 138 Parties, to the extent that agreement has not been reached and objections withdraw by Deadline 7 (or are expected imminently because engrossments are

Matter	Summary of Oral Case
	circulated), the Applicant will submit section 127/138 submissions at Deadline 7. Where there are already finalised they will be submitted at Deadline 6. 1.3 Local Highways Authorities, Flood Authorities and Exolium – Table 1.2 Further the Applicant has included bespoke PP’s for a further four parties (who are not s127/138 parties) but are identified in Table 1.2 of 8.7 Statutory Undertaker Tracker (Revision E), namely (i) the 4 Local Highways Authorities, (ii) the 4 Flood Authorities, (iii) the Water Management Alliance and (iv) Exolium. At the time of writing none of these are formally agreed however we understand that there is a good level of agreement with all parties save possibly Local Highways Authorities whose comments were provided on 3 July (attempts to engage with the Local Highways Authorities to date are set out in the 8.7 Statutory Undertaker Tracker (Revision E)). The Applicant will confirm the final position at Deadline 7 in respect of protective provisions for these parties. If agreed protective provisions are reached with the Flood Authorities, it is hoped that they may then consent to the disapplication of the Land Drainage Act 1991 and to inclusion of the PPs for their benefit in the Order. Their confirmation on this point is awaited as part of seeking to agree the Protective Provisions. This is also covered by Action Point 5 from Issue Specific Hearing 3, see 8.5.11 Applicant’s Written Summary of Oral Submissions and Response to Action Points for Issue Specific Hearing 3 (Revision A). 2.0 Legal Agreements 2.1 Legal Agreements with S127/138 Parties The Applicant is negotiating sixteen legal agreements with s.127/138 Parties included in Table 1.1 of the 8.7 Statutory Undertaker Tracker (Revision E) (Blue and Pink Rows). Of these 16, 2 are substantially agreed and in the process of being executed by the parties and withdrawals are expected by Deadline 7. In relation to all other legal agreements identified in the tracker the Applicants continue to seek to conclude negotiations with AP’s as soon as possible and attempts to resolve as many as possible before D7. A further update will be provided in the 8.7 Statutory Undertaker Tracker (Revision E) at Deadline 7. 2.2 Other Legal Agreements The Applicant is negotiating confidential legal agreements with a further fifteen additional AP’s with non s127/138 parties who fall within a range of existing land uses and future projects including solar and housing. Whilst the content and status of negotiations are confidential, the Applicant can confirm that three of these agreements are now substantially agreed and in the process of being executed and accordingly expects withdrawals of objections by Deadline 7. A further update as to the number of agreements that have been fully agreed will be provided at Deadline 7 as negotiations progress.

Matter	Summary of Oral Case
b. Crown land	Government Legal Department – Bona Vacantia Division (1 interaction): The Applicant received confirmation on 19 May 2026 that the Treasury Solicitor had instructed TLT LLP to act on the conveyancing for the proposed sale and would make contact in due course. On 18 June 2026, the Applicant received the engrossed transfer for the land at Moat Farm Barns and is currently progressing internal execution of the transfer. DIO Land Management Services (LMS) (5 interactions): On 4 June 2026, MOD LMS confirmed that, based on the information provided for the DCO to date, it considers there to be no impacts on the MOD landed estate, whilst reserving its position should the route or design change. The Applicant has on the 25 June requested that the MOD contact the Examining Authority at Deadline 6 in order to provide confirmation of its consent for the purposes of Section 135 of the Planning Act 2008. Overall, the Applicant remains positive that all Crown related matters will be concluded by the close of examination. The Applicant has updated 4.7 Crown Land Schedule Tracker (Revision D) at Deadline 6.
d. Whether design development has progressed, and details thereof, relating to localised changes within the Order Limits that may reduce or remove CA or TP requirements	Update on approach to scenarios Section 4.6 of 6.4 Environmental Statement Chapter 4 – Project Description [APP-130] summarises 19 elements of the Project design where different design options within the Order Limits are under consideration. These have been referred to as ‘Scenarios’ within the DCO submission and throughout the Examination. Each Scenario contains two or more options. As of Deadline 6, the Applicant has reached a decision on 11 out of the total 19 design scenarios. The resolution of a further two of the eight remaining design scenarios are reliant upon further stakeholder engagement and design. In terms of the remaining six design scenarios, the Applicant has confirmed that it needs to retain flexibility. The Applicant’s latest position on scenarios is reported in 8.11 Approach to Scenarios (Revision D). The Applicant continues to engage with relevant stakeholders in order to reach design agreements and progress decisions on preferred scenario options to reduce or remove CA or TP requirements within that area where no longer required. The Applicant will provide a reasoned explanation at Deadline 7 in the event that stakeholder agreement has not been reached on the outstanding design scenario options. Other localised Design Changes / Aspirational Commitments As detailed in the responses to ALT 1.8 and CA 1.21 of 8.9.1 Applicant's Responses to First Written Questions [REP3-074], the Project has been developed with extensive input from feedback with stakeholders ranging from landowners, residents, non-statutory and statutory bodies in addition to internal environmental, engineering and consenting reviews and assessment. The Applicant’s response to those suggested changes was set out in detail in the 5.1 Consultation Report [APP-066] and in the Design Development Reports [APP-122, APP-359 and APP-358].

Matter	Summary of Oral Case
	Feedback at all stages has been comprehensively reviewed and this has resulted in a substantial number of modifications being made to reduce effects on individual property, land or business, as well as on specific landscape and other environmental (including socio-economic) features. Proposed restrictions to the LoD that have been agreed to date are listed within commitment GG34 in Table 6.1 of 7.2 Outline Code of Construction Practice [REP2-014]. In keeping with other DCO applications and in line with the use of the Rochdale Envelope, the application design has been developed in a proportionate manner (i.e. a design appropriate for the application but not a full engineering design). The LoD provide flexibility to respond to as yet unknown physical characteristics of the particular location. As a result, there are also some smaller changes requested by APs (within the LoD and the Order Limits) where there remains some scope for adjustment. Because some of these potential changes may be close to the maximum LoD, the Applicant is cautious to make such changes when there remains uncertainty about the physical characteristics and potential that the change may not be able to be implemented due to the new build nature of the Project. The actual physical characteristics that influence micro-siting will be identified by the completion of location specific intrusive investigations and detailed design undertaken by the Applicant's delivery partner. This potential for further micro-siting will be considered through the detailed design and informed by site specific discussions between the Applicant and the relevant landowner(s). The Applicant is maintaining records of the landowner engagement received to date including any aspirational commitments, so that these can be further considered during the detailed design stage, subject to technical, socio-economic, environmental and constructability considerations.

Annex B.

UK Power Networks

Annex B

UK Power Networks

1.1 Introduction

Approach to Securing Land & Rights

- 1.1.1 The Applicant's clear and consistent approach throughout the development of the Project has been to seek to secure the land and rights required for the construction, operation and maintenance of the scheme through voluntary agreement wherever practicable.
- 1.1.2 For a nationally significant linear infrastructure project extending across a substantial geographic area and involving multiple landownerships, it is recognised that negotiations will continue throughout the examination period and beyond. The Applicant's objective remains to maximise the number of voluntary agreements secured and minimise reliance upon Compulsory Acquisition (CA) powers wherever feasible. The Project is identified as critical national infrastructure for which there is an urgent need. National Electricity System Operator (NESO) points to the requirement to accelerate the delivery of this critical project if possible. This means delays associated with any requirement to complete voluntary negotiations in advance and prior to seeking powers would potentially stymie the meeting of a national need.
- 1.1.3 The CA and Temporary Possession (TP) powers sought through the Development Consent Order (DCO) therefore represent a necessary contingency to ensure delivery of the Project should voluntary agreements not be concluded in all cases within the time available. Without the powers of acquisition being compulsory, there is a risk that the urgent national need for the Project could not be met because the land and rights required within the DCO may not be capable of being assembled.

Alternatives to Compulsory Acquisition Powers

- 1.1.4 The main alternative to CA is acquisition of land or rights by voluntary agreement, which has been and would always be the Applicant's preference as set out in **8.5.2 Applicant's Written Summary of Oral Submission and Response to Action Points for Compulsory Acquisition Hearing 1 [REP1-138], Item 3.3**. Significant, ongoing landowner engagement has continued throughout examination and will continue beyond the end of the Examination and any DCO decision, until a programme imperative requires reliance upon powers contained within the Order. The Applicant recognises that CA powers should only be relied upon where it has not been possible to secure the necessary land or rights by agreement.
- 1.1.5 The CA guidance¹ acknowledges that applicants should seek to acquire land by negotiation wherever practicable. However, the guidance also recognises at paragraph 25 that for large, linear projects involving multiple land interests it may not always be practicable to secure every interest by agreement before seeking CA powers and it is reasonable to include provision authorising CA covering all the land

¹ Department for Communities and Local Government (2013) Planning Act 2008: Guidance Related to Procedures for the Compulsory Acquisition of Land

required at the outset. There is no requirement in statute, policy or guidance for agreements for voluntary acquisition to be concluded by the end of the Examination.

- 1.1.6 The Government's guidance on compulsory purchase² requires reasonable efforts to have been made to negotiate the purchase of land by agreement (paragraph 12.3); and for it to be demonstrated that reasonable efforts have been taken (i) to understand the impact of the exercise of the compulsory purchase powers and the acquisition of a person's interest in the land on those persons, through direct engagement with those parties; and (ii) to attempt the acquisition of all of the land and rights included in the compulsory purchase order by agreement (paragraph 2.2). Paragraph 2.3 also states that *"The reasonable steps to be taken will depend on the particular circumstances of each case. For example, the acquiring authority may decide not to continue with attempts to engage if the affected party has made it clear to the authority that they do not wish to communicate with the authority. Alternatively, a single attempt made by an acquiring authority to engage an affected party without eliciting a response is unlikely to be sufficient"*.
- 1.1.7 The Applicant submits that the relevant question for the Examining Authority is whether it is satisfied that the Applicant has taken reasonable and meaningful steps to understand (through direct engagement with the APs) the impact of the exercise of CP powers; and to negotiate acquisition of the relevant land or rights by agreement.
- 1.1.8 For the reasons set out in this submission, the Applicant considers that this test has been clearly satisfied.

1.2 The Applicant's Negotiations with APs

Overview

- 1.2.1 The Applicant has implemented a comprehensive negotiation strategy supported by dedicated land teams. Negotiations are being undertaken at both strategic and individual levels. This approach includes engagement with representative land agents acting for large groups of affected landowners; direct negotiations with individual landowners; ongoing review of land rights requirements; consideration of accommodation works requests; and progression of Heads of Terms (HoTs) towards binding legal agreements.
- 1.2.2 The Applicant has undertaken an extensive, structured and well-resourced programme of negotiations to secure progress on voluntary agreements, engaging either directly or with professional representatives on behalf of 801 Persons with an Interest in Land (PILs) across 545 sets of HoTs for voluntary agreements.
- 1.2.3 Since Compulsory Acquisition 2 (CAH 2), this has intensified significantly, moving from initial V2 HoTs engagement to iterative negotiation of generic template V3 HoTs, supported by both strategic engagement with representative agents and direct negotiation with individual landowners.
- 1.2.4 This approach is designed to maximise the prospect of voluntary agreement and minimise reliance on exercise of CA powers.

² Ministry of Housing, Communities and Local Government (2025) Guidance on the Compulsory Purchase Process

Negotiations to date

- 1.2.5 The Detailed Land Rights Tracker, **4.4 Land Rights Tracker (Revision F)** explains the Applicant's approach to land and rights engagement and summarises the engagement to date.
- 1.2.6 During this period the Applicant and its land agent, Fisher German have:
- Held in excess of 110 meetings with agents from 22 firms acting on behalf of a combined total of 571 PILs,
 - Had over 300 email exchanges,
 - Undertaken a targeted approach of site visits to seek engagement with unresponsive PILs which involved a total of 109 direct attempts at contact,
 - Engaged in direct negotiations or attempts to negotiate with 71 PILs who have chosen not to appoint a land agent,
 - Followed up with a further 13 firms or land agents acting on behalf of 21 PILs to progress negotiations,
 - Made and received over 450 telephone calls,
 - Issued over 60 letters.
- 1.2.7 This activity reflects a sustained and meaningful programme of engagement designed to maximise opportunities for agreement.
- The Applicant has also undertaken detailed reviews of land requirements arising from negotiations. Currently:
- 61 HoTs are under review where discussions have identified locations where rights may be limited to oversail or visibility requirements and where further assessment is being undertaken regarding whether those rights are reasonably required; and
 - 370 HoTs have been amended following negotiations concerning the extent of Grantor's Land.
- 1.2.8 To facilitate progress efficiently and consistently, the Applicant and Fisher German have held a series of structured meetings with principal land agent firms representing approximately 70% of PILs. There have been eight agent group meetings held since April 2026 to agree the structure and content of V3 HoTs and address the recurring issues across affected holdings. These meetings have included dedicated forums involving:
- Brown & Co
 - Bidwells
 - Ceres Rural
 - Savills
 - Brooks Leney
 - Whirlledge & Nott
 - Clarke & Simpson

- Durrants

1.2.9 The Applicant has also maintained engagement with national representative organisations including:

- National Farmers Union
- Central Association of Agricultural Valuers
- Country Land and Business Association

These discussions have considered negotiation approaches, compensation matters, accommodation works, extent of Grantors land and project impacts more generally.

Next Steps

1.2.10 The Applicant confirms that negotiations will continue beyond the Examination and, where required, beyond any DCO decision until a programme imperative requires reliance upon powers contained within the Order.

1.2.11 The Applicant has established a clear programme for progressing negotiations, including issuing an update on the final generic V3 HoTs; and is intending to issue bespoke V3 HoTs to landowners before the close of Examination; commencing a time-limited incentive period to encourage early engagement; transitioning from template negotiations to individual landowner-specific agreements; and continuing regular meetings with agents and Affected Persons to progress HoTs towards legal agreements.

1.2.12 This structured approach is intended to secure a substantial proportion of voluntary agreements as an alternative to the exercise of the CA powers, in accordance with the Planning Act 2008 and associated guidance on CA.

Commentary

1.2.13 National Grid has worked with Distribution Network Operators (DNOs) on many projects both before and after the introduction of Development Consent Orders in the Planning Act 2008. DNOs are legal entities with their own regulatory objectives, licence conditions, and obligations. National Grid is a customer of each DNO, but it is important to work collaboratively to deliver the revisions to both networks so that an economic and efficient outcome is achieved for the electricity consumer.

1.2.14 Typically, National Grid will promote the project that is driving the need for new infrastructure and will launch the consultation events and engage with the potentially affected communities. This enables questions and discussions about the proposals to be answered in detail by the team which is developing the project. It also enables the project to evolve in response to the comments received.

1.2.15 Usually, the DNO engagement follows after the National Grid launch of the project and the consultation events. This ensures that the DNO is only engaging with landowners when the National Grid project has reached an appropriate level of maturity. DNO works are typically smaller and often have more flexibility in the range of technical solutions. On previous projects this has enabled DNOs delivering their works largely by agreement in advance of the National Grid works. Examples of interactions with DNOs can be found in the National Grid DCO projects for the Hinkley C Connection, the Richborough Connection, and more recently Yorkshire Green and Bramford to Twinstead.

1.3 UKPN's Negotiations with APs

Overview

- 1.3.1 A post hearing submission on behalf of UK Power Networks is included at Appendix 1 in response to Agenda Item 5e and a letter to the Examining Authority confirming UKPN's position in relation to the use of CA powers is included at Appendix 2.

1.4 Concluding Remarks

- 1.4.1 The Applicant respectfully submits that the evidence before the Examining Authority demonstrates a comprehensive, active and meaningful programme of negotiations with affected parties.
- 1.4.2 The Applicant has engaged extensively with Affected Persons and agents, actively reviewing land requirements in response to negotiation feedback, continues to pursue voluntary agreements as the preferred outcome and remains committed to continuing negotiations throughout and beyond Examination.
- 1.4.3 Accordingly, the Applicant considers that it has fully satisfied the relevant statutory and policy expectations regarding negotiation and engagement and that the CA and TP powers sought remain necessary, proportionate and justified as a fall-back mechanism to ensure delivery of the Project, should voluntary agreement not be secured in every case.

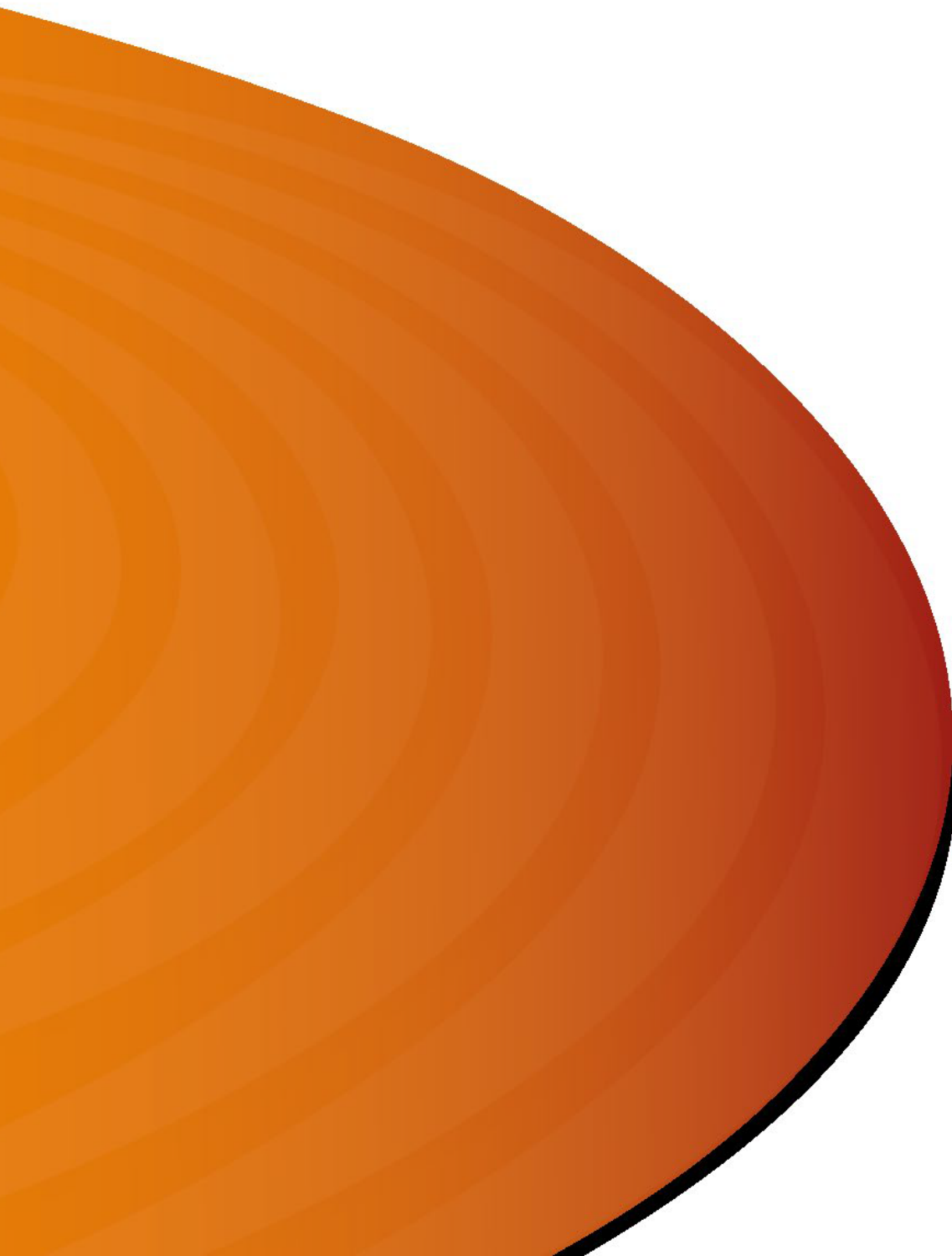
Appendix A.

UK Power Networks -

Position Statement

Compulsory Acquisition Hearing 3

POST HEARING SUBMISSIONS ON BEHALF OF UK POWER
NETWORKS



PLANNING ACT 2008

**APPLICATION BY NATIONAL GRID ELECTRICITY TRANSMISSION PLC FOR AN ORDER
GRANTING DEVELOPMENT CONSENT FOR THE NORWICH TO TILBURY CONNECTION
PROJECT**

COMPULSORY ACQUISITION HEARING 3

POST HEARING SUBMISSIONS ON BEHALF OF UK POWER NETWORKS

APPEARANCES

1. The following appeared on behalf of UK Power Networks ('UKPN'):
 - (i) [REDACTED], of Francis Taylor Building;
 - (ii) [REDACTED], Major Projects Senior Town Planner, Capital Programme at UK Power Networks;
 - (iii) [REDACTED], Consent and Stakeholder Engagement Manager, UK Power Networks; and
 - (iv) [REDACTED], Head of Eastern Power Networks Capital Delivery.
2. Counsel was instructed by [REDACTED], Principal Solicitor (Property), UK Power Networks.
3. UK Power Networks appeared principally to assist the Examining Authority on Agenda Item 5(e), in response to the Examining Authority's request for an update on the progress of UK Power Networks land negotiations, how this is being tracked and what information is before the Examining Authority to justify compulsory acquisition or temporary possession for UK Power Networks' taking of land and/or interests.

AGENDA ITEM 5(E): UK POWER NETWORKS LAND NEGOTIATIONS

UK Power Networks' Role in the Scheme

4. UK Power Network's has two roles in respect of the Norwich to Tilbury scheme. First, UKPN, as the Distribution Network Operator ("DNO"), has an obligation under its OFGEM licence to connect any customer that wishes to be connected to the distribution network. Secondly, the draft Development Consent Order grants consent to UK Power Networks to carry out the "UKPN Works" (Part 2(3)), and the provisions of the Order have effect for UK Power Networks in respect of those works (Part 2, 6(1)).
5. National Grid Electricity Transmission ("NGET") is such a customer and NGET's Norwich to Tilbury scheme requires UKPN to deliver:
 - (i) 28 temporary connections (construction compounds) and 6 permanent connections (to substations); and
 - (ii) 118 diversions of existing infrastructure assets (from 132kV down to low voltage connections) which would otherwise prevent the delivery of the proposed DCO scheme.

6. It is important to record that this is NGET's Development Consent Order application. UK Power Networks' role is that of a DNO who in this project has been asked to make various connections for NGET as customer and to carry out various diversions of existing UK Power Networks assets in order to facilitate the scheme.

The Design Services Agreement and Commencement of Land Referencing

7. The DCO application was submitted in August 2025. UK Power Networks subsequently entered into a Design Services Agreement ("DSA") with NGET in November 2025. The DSA relates to design services for the Norwich to Tilbury project and allows UK Power Networks to carry out design services ahead of NGET entering into formal Diversion/Connection Works Agreements with UK Power Networks under which contracts the works will be carried out.
8. As part of the DSA, in order to support the progression of the DCO, UK Power Networks was asked to undertake consent negotiations with landowners subject to diversionary works in an effort to secure voluntary consents for the UK Power Networks works.
9. Following signature of the DSA and once in receipt of funds, UK Power Networks instructed Dalcour Maclaren, a firm of Chartered Surveyors specialising in utilities and infrastructure, to carry out land referencing and negotiations with landowners. UK Power Networks commenced its referencing of the proposed diversions and the identification of the relevant landowners for the UK Power Networks works (at all voltages). This was completed to enable the issue of initial contact letters on 25 March 2026. Negotiations with landowners began with that letter and is now on going. This work will continue unless and until it becomes clear that the only option is the use of compulsory purchase powers.

Land Acquisition Strategy

10. UK Power Networks' land acquisition strategy follows a structured five-stage approach:
- (i) Stage 1: initial letter to all affected parties;
 - (ii) Stage 2: follow-up letter to non-responsive parties (two weeks from Stage 1);
 - (iii) Stage 3: second follow-up letter (two weeks from Stage 2);
 - (iv) Stage 4: door knock (two weeks from Stage 3); and
 - (v) Stage 5: issue of Heads of Terms.
11. Following any response from an affected party, UK Power Networks engages in discussions with that landowner to secure voluntary agreement. Heads of Terms are issued as part of that engagement.
12. There are differences between UK Power Networks' and NGET's approaches to Heads of Terms. NGET issues standard Heads of Terms at the outset, whereas UK Power Networks prefers to issue individual Heads of Terms tailored to reflect the individual circumstances of each landowner's position. Neither approach is wrong. It simply reflects different corporate approaches. UK Power Networks' approach is designed to give the best prospect of reaching voluntary agreements by addressing the particular impact on each landowner. However, standard Heads of Terms will be issued to landowners who opt not to engage with UK Power Networks. This is intended to be done prior to Deadline 7.

Compulsory Acquisition Hearing 3

POST HEARING SUBMISSIONS ON BEHALF OF UK POWER NETWORKS



13. UK Power Networks is reviewing the payment principles set out in the NGET land strategy and setting out proposed payment rates for diversion works. UK Power Networks expects its payment rates to align with the Energy Networks Association's ("ENA") published rates.

Coordination with NGET

14. NGET and UK Power Networks hold bi-weekly meetings between their respective lands teams, providing an opportunity for the two teams to align in relation to overlapping landowners. Joint meetings with affected parties and their agents have been undertaken where appropriate, and UK Power Networks will look to arrange further joint meetings as necessary.
15. At this stage, the need for joint meetings and UK Power Networks attendance at landowner or agent engagement has been triggered by NGET where it considers it appropriate. Otherwise, UK Power Networks has undertaken independent engagement with landowners.

Summary of Progress to Date

16. As at 19 June 2026, UK Power Networks identified a total of 244 landowners as being affected by the UKPN Works as defined in the draft DCO as well as works to lower voltage lines. Of those, 19 relate to unregistered land parcels or out of date land registry information for which reason it has not been possible to send out the initial contact letters.
17. The position in respect of each stage of the land acquisition strategy (as at 06 July 2026) is as follows:

Stage	Letters Issued / Doors Knocked	Total Responses	Key Dates
Stage 1 (Initial Letter)	225	113	132kV Letters: 6 March 2026; 33kV–11kV Letters: 25 March 2026
Stage 2 (2nd Letter)	110	49	
Stage 3 (3rd Letter)	61	16	
Stage 4 (Door Knocking)	42	14	
Landowners not responsive to Stages 1-4	33		

18. In total, 192 of the 244 identified landowners have responded to UKPN's engagement at various stages. The engagement activity to date is summarised below:

Engagement Activity	Figure
Meetings held with landowners	110 meetings completing (some held with land agents on behalf of represented landowners)
Further meetings proposed or arranged	82 (7 in the diary; 75 awaiting confirmation of meeting date)
Joint meetings with NGET to date	4
Landowners not yet sent Stage 1 letter (unregistered land / registry issues)	19

19. Of the 192 landowners who have responded, all have now either met with UK Power Networks (110 landowners) or have been offered a meeting (82 landowners).

How negotiations are being tracked

20. UK Power Networks has been recording the progress of negotiations in a land rights tracker which records: (a) the dates that UK Power Networks has sent letters, including escalation through the stages identified above; (b) the dates and minutes of any meetings held with engaged landowners; and (c) the status of the negotiations.
21. This tracker was shared with NGET ahead of 10 June 2026 for inclusion within NGET's updated Land Rights Tracker (Final Issue E), which was submitted by NGET as part of the Deadline 5 submission **[REP5-075]** (Land Rights Tracker Revision E (Tracked Changes Version)).
22. Proactive engagement with landowners is ongoing. UK Power Networks will provide further updates to its tracker to NGET ahead of Deadline 6 (7 July 2026) and Deadline 7 (21 July 2026).

Justification for Compulsory Acquisition and Temporary Possession Powers

23. As regards the information before the Examining Authority to justify compulsory acquisition or temporary possession for UK Power Networks' taking of land and/or interests, UKPN's works are integral to the delivery of the scheme. Without the diversions and connections, NGET's 400kV reinforcement project, the subject of the DCO, cannot proceed. The justification for compulsory acquisition and temporary possession powers in respect of the UKPN Works is therefore exactly as set out in the Statement of Reasons **[REP3-011]**.

Appendix B.

UK Power Networks -

Cover Letter

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Company:
UK Power Networks
(Operations) Limited



Registered in England and Wales No: 3870728

FAO: Susan Hunt
Norwich to Tilbury Development Consent Order
Lead Member of the Examining Authority
The Planning Inspectorate
National Infrastructure Planning
Temple Quay House
2 The Square
Temple Quay
Bristol
BS1 6PN

Sent via email to NorwichtoTilbury@planninginspectorate.gov.uk

6 July 2026

Dear Susan,

Norwich to Tilbury Development Consent Order: UK Power Networks CAH3

I write to you as the Director of Capital Programme and Procurement at UK Power Networks; UK Power Networks manages three licensed distribution networks (Eastern Power Networks, South Eastern Power Networks and London Power Networks). Eastern Power Networks act as the Distribution Network Operator ('DNO') for the region of which the National Grid Norwich to Tilbury Development Consent Order is within. As the DNO, Eastern Power Networks own, operate and maintain the electrical network across the distribution area at 132,000 volts and below.

UK Power Networks are engaged on the Norwich to Tilbury works via National Grid as the applicant, and our teams recently attended the Planning Inspectorate Compulsory Acquisition Hearing 3 on 24th June 2026. I understand to assist with written representations and to support the Inspectorates' understanding of our land acquisition strategy, confirmation of UK Power Networks approach to Compulsory Acquisition is required.

I can confirm that UK Power Networks intention is to obtain the required Consents via Voluntary agreement, throughout and beyond the examination period and after the grant of the Development Consent Order if granted.

Compulsory Acquisition mechanisms for consents will only be considered as a last resort at UK Power Networks, as is concurrent with our existing programmes of works whilst considering our existing stakeholders and customer base.

This is managed via an internal governance process to ensure that use of Compulsory Acquisition powers is only exercised, when necessary, proportionate, defensible and capable of implementation, following statutory guidance.

We acknowledge, and appreciate, the sensitivity and potential disruption of statutory powers and I would like to reassure the inspectorate that the use of the powers is carefully considered and managed to ensure that they are a last resort to comply with statutory requirements and our commitments to our customer base and wider regulatory commitments.

Should you require any further information please don't hesitate to contact myself on the details below.

Yours sincerely,



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National Grid plc
National Grid House,
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