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National Highways Limited - Tracked Changes Version**

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1. Application Under S127 of the Planning Act 2008 (National Highways) – Statutory Undertakers’ Land

1.1 Introduction

- 1.1.1 National Grid Electricity Transmission plc (the Applicant) submitted, on 29 August 2025, an application for development consent to the Secretary of State for the Norwich to Tilbury project (the project) (application reference EN020027). The application was accepted by the Planning Inspectorate on 26 September 2025.
- 1.1.2 The **3.1 Draft Development Consent Order (Revision [GH](#))** includes provision for the compulsory acquisition of land and rights in land, including the acquisition of land and rights in “statutory undertakers’ land”, as defined by s.127 of the Planning Act 2008, as amended (the 2008 Act). As the **3.1 Draft Development Consent Order (Revision [GH](#))** will affect statutory undertakers’ land or interests in land, the Applicant believes that s.127 is engaged by the **3.1 Draft Development Consent Order (Revision [GH](#))**.

1.2 Section 127 of the Planning Act 2008

- 1.2.1 Section 127 applies to land (statutory undertakers’ land) if:
- The land has been acquired by a statutory undertaker for the purposes of its undertaking;
 - A representation has been made, and not withdrawn, about an application for development consent; and
 - The Secretary of State is satisfied that:
 - The land is used for the purposes of carrying on the statutory undertakers’ undertaking; or
 - An interest in land is held for those purposes.
- 1.2.2 For the purposes of s.127, “land” includes any interest in or right over land (as defined in s.159 of the 2008 Act).

1.3 Section 138 of the Planning Act 2008

- 1.3.1 The **3.1 Draft Development Consent Order (Revision [G](#))** also includes the power for the Applicant to extinguish the rights of, remove or reposition the apparatus belonging to, statutory undertakers, and as such the Applicant believes that s.138 of the Planning Act 2008, as amended (the 2008 Act), is engaged by the **3.1 Draft Development Consent Order (Revision [GH](#))**.

- 1.3.2 Section 138 applies to land if:
- There subsists over the land a relevant right; or
 - There is on, under or over the land relevant apparatus.
- 1.3.3 Section 138 provides that the **3.1 Draft Development Consent Order (Revision GH)** may only include provision for the extinguishment of the relevant right, or the removal of the relevant apparatus, if the Secretary of State is satisfied that the extinguishment or removal is necessary for the purpose of carrying out the development to which the ~~draft DCO~~ **3.1 Draft Development Consent Order (Revision H)** relates.

1.4 This Application

- 1.4.1 The relevant statutory undertaker for the purposes of this application is National Highways Limited ('National Highways') in both its capacity as a highway authority of the strategic road network ('SRN Highway Authority') and as undertaker of the Lower Thames Crossing Project ('LTC Undertaker'). The Applicant proposes to acquire Class 1 land as well as interests and rights in land, such land or interest in the land having been acquired by National Highways for the purposes of its undertaking.
- 1.4.2 National Highways has made representations to the Planning Inspectorate in relation to the application for development consent ([RR-2657], [RR -3895], [REP1-192], [REP1-193], [REP2-043], [REP3-111], [REP4-342], [REP4-342] and [REP5-253] in its capacity as SRN Highway Authority) ([RR-2215],[REP1-248], [REP1-249], [REP1-250], [REP2-052], [REP3-125], [REP4-636], [REP4-364] and [REP5-251] in its capacity as LTC Undertaker). The Applicant is in ongoing discussions with National Highways regarding the application, but their representations have not currently been withdrawn.
- 1.4.3 If the representations are not withdrawn and the Secretary of State is satisfied that the land or an interest in the land is used for the purposes of carrying on National Highway's statutory undertaking, then the **3.1 Draft Development Consent Order (Revision GH)** may include provision authorising the compulsory acquisition of land and rights over statutory undertakers' land, by the creation of a new right over land, to the extent that the Secretary of State is satisfied that the requirements of s.127 have been met.
- 1.4.4 The Applicant is, therefore, making this application to the Secretary of State pursuant to s.127 of the 2008 Act.
- 1.4.5 The following documents were submitted as part of the application for development consent in August 2025, have been updated throughout the examination and are relied upon to support this application under s.127:
- 2.2 Land Plans – ~~Section~~Sections A-H (Revision ~~FG~~);**
 - 2.3 ~~Work~~Works Plans – ~~[Section A (Revision B), Section B~~Sections A-H ~~[REP7-014] [REP6-014], Section C (Revision C), Section D (Revision B), Section E [REP7-016] [REP7-018] [APP-021], Section F~~ ~~[REP6-016], Section G- [REP5-021]]~~ [REP6-018];**
 - 3.1 Draft Development Consent Order (Revision GH);**
 - 3.2 Explanatory Memorandum (Revision GH);**

- **4.1 Statement of Reasons (Revision [DE](#));**~~and~~
- **4.3 Book of Reference (Revision [FG](#));** and
- **5.6 Planning Statement [~~APP-085~~[REP7-090](#)].**

1.4.6 The **4.1 Statement of Reasons (Revision [DE](#))** sets out the justification for seeking compulsory acquisition powers within the **3.1 Draft Development Consent Order (Revision [GH](#))**.

1.5 Need Case

1.5.1 The need for the project has been established in the **5.6 Planning Statement [~~APP-085~~[REP7-152](#)]** and **4.1 Statement of Reasons (Revision [DE](#))** and is underpinned by National Policy Statements EN-1 (2024) and EN-5 (2024).

1.5.2 Consistent with the Government's Net Zero target, there has been, and continues to be, growth in the volume of renewable and zero carbon generation that is seeking to connect to the electricity transmission system in the East Anglia and South East regions. UK Government policy clearly sets out the critical requirement for significant reinforcement of the transmission system to facilitate the connection of renewable energy sources and to transport electricity to where it is used. The National Energy System Operator (NESO) published Clean Power 2030: Advice on achieving clean power for Great Britain by 2030 (NESO, 2024). This report states that 'Three projects have been identified as critical to delivering a network which supports the clean power pathways, but at present have delivery dates after 2030. Support is therefore needed to bring these projects forward for 2030 delivery. These are projects in East Anglia and in the southeast that are critical for connecting offshore wind in the North Sea and supporting the flow of clean power. Our assessment suggests that without these projects, the clean power objective would not be achieved, leaving the clean power target short by around 1.6% in 2030 (assuming a typical weather year) and consumers could face extra constraint costs of around £4.2 billion in 2030.' The Project is specified as two of those three projects. The critical and urgent nature of the project is therefore also recognised in the strongest terms in a recent report in achieving Clean Power 2030 objectives. It is clear that there is a compelling case and established need for the Project and that it will deliver national economic, social and environmental benefits in line with the Government's clear objectives of delivering sustainable development.

1.5.3 East Anglia's 400 kV electricity transmission network was built in the 1960s. It was built to supply regional demand, centred on Norwich and Ipswich. For many years, the only significant power stations generating in the East Anglia region were the Sizewell A and the Sizewell B nuclear power stations, Spalding North and Sutton Bridge gas fired power stations, and some further smaller 132 kV connected gas fired power stations.

1.5.4 This generation capacity has recently been added to by several offshore windfarms with the existing generation totalling 6,552.4 MW of installed capacity. This is expected to grow substantially in coming years. In the East Anglia region, connection agreements have been signed for 26,919.9 MW of new generation (total generation of 33,472.3 MW minus existing generation of 6,552.4 MW). These future connection agreements comprise a large volume of offshore wind generation (including East Anglia Offshore Wind), gas-fired generation, energy storage projects, and a nuclear power station (at Sizewell C).

- 1.5.5 Without reinforcement, the capacity of the East Anglia and South East existing network is insufficient to accommodate the connection of the proposed new power sources. The ‘Thermal Boundary Export Limit’ – the physical maximum energy capacity the system can accommodate during planned system faults – would be exceeded, preventing export of power to demand centres beyond East Anglia. In these circumstances, generators connecting in the area would be required to reduce their output and would be compensated via a ‘constraint’ payment. These costs would be passed on to end consumers. National Grid ESO (now NESO) analysis shows that, in this case, predicted constraint costs are likely to significantly exceed those of reinforcement.
- 1.5.6 The planning policy support for the Project is very strong. The PA 2008 requires that the application is determined in accordance with the relevant NPS unless certain exceptions apply. The identification of the Project as CNP in NPS EN-1 (DESNZ, 2024a) means that in determining the application the Secretary of State will need to consider the particular circumstances of an application, but will take as a starting point for decision making where non-Habitats Regulations residual impacts remain that such infrastructure is to be treated as if it has met any test requiring a clear outweighing of harm, exceptionally, or very special circumstances within NPS EN-1 (DESNZ, 2024a), NPS EN-5 (DESNZ, 2024b) or any other planning policy. NPS EN 1 and NPS EN-5 establish the urgency of the need for electricity infrastructure.
- 1.5.7 In the Clean Power 2030 report, NESO lays out pathways for how Great Britain can reach a clean power system by 2030. The report identifies that offshore wind will be the bedrock of that system, providing over half of Great Britain’s generation, with onshore wind and solar providing another 29%. New dispatchable low carbon technologies, such as using carbon capture and storage or hydrogen, add significant value to the system, with even relatively small levels of operational capacity materially reducing the overall challenge for the rest of the programme.
- 1.5.8 Associated with the new energy generation, the report identifies the need for a major network expansion, in line with published plans for the transmission network and with further strengthening at distribution level.
- 1.5.9 The report identifies the Project as critical to delivering a network which supports the clean power pathways, but at present has a delivery date after 2030. Support is therefore needed to bring the Project forward for 2030 delivery.
- 1.5.10 The policy position supporting the need case for the Project is further supported in the updated EN-1 and EN-5 which came into force on 6 January 2026. The updated EN-1 and E-5 set out the government's commitment to the Clean Power Action Plan 2030, which aims for at least 95% of the UK's electricity generation to come from clean sources by 2030 and emphasises the urgency and critical national priority (CNP) of developing low-carbon infrastructure, thereby supporting the need case established ~~in the ES~~ [6.1 Environmental Statement Chapter 1 – Introduction \[REP7-152\]](#). Given the PA 2008 requirements set out in section 104, the clear statements in the NPS weigh strongly in favour of granting development consent for all energy projects in general and highlights the urgent need for new electricity transmission projects, and that need has been established.

1.6 Proposed Works

- 1.6.1 The works which are proposed over National Highways' Land (held in its capacity as SRN Highway Authority) in connection with the project include, in particular, the following:
- Installation of overhead line crossing National Highways infrastructure on the A14, A12, and A120.
 - Installation of underground cabling beneath National Highways infrastructure on the A12. It is anticipated that the installation would be carried out using a trenchless crossing technique.
 - Highways improvement works relating to Junction 31 of the A12 near Holton St Mary, Suffolk, and the junction of the A120 and Bentley Road near Little Bentley, Essex.
 - Provision of a temporary construction access from the south side of the A120 near Surrex, Essex. This access would be in place for the duration of construction activities only, and would be removed with the existing arrangement reinstated following completion of the proposed works in this area.

Table 1.1 Proposed Works and Locations (land held as SRN Highway Authority)

Plot Numbers	Works Description
C8/35, C8/36, C8/40, C8/45, C8/47	Construction and operation of permanent improvements at Junction 31 of the A12 near Holton St Mary, Suffolk. As described in Table 5.6 of 7.3 Outline Construction Traffic Management Plan (Revision F) and indicated as location C26 on Sheet 6 of 7.3 Outline Construction Traffic Management Plan Appendix C – Indicative Highway Mitigation Plans – Section C [REP4-172] , this will include the extension of the merge taper on the eastbound slip road and reconstruction of the footway facility.
C16/46a, C16/48,	Construction and operation of permanent improvements at the junction of the A120 with Bentley Road near Little Bentley, Essex. As described in Table 5.6 of 7.3 Outline Construction Traffic Management Plan (Revision F) and indicated as location C41 on Sheet 14 of 7.3 Outline Construction Traffic Management Plan Appendix C – Indicative Highway Mitigation Plans – Section C [REP4-172] , this will include the extension of the merge taper and reconstruction of the footway facility.
B12/3, B12/4,	Works as shown on Sheets 11 and 12 of 2.3 Works Plans – Section B [Revision B] to construct and install a new overhead electric transmission line.
C18/9, C18/13, C18/14, C18/15,	Works as shown on Sheet 18 of 2.3 Works Plans – Section C [REP4-015] to construct and install a new overhead electric transmission line.

Plot Numbers	Works Description
C18/20, C18/21, C18/29, C18/33, C18/34, C18/43, D1/4, D1/8, D1/9, D1/11,	
G1/16, G1/17,	Works as shown on Sheet 1 of 2.3 Works Plans – Section G [REP5-021] to construct and install a new overhead electric transmission line.
E1/7, E1/8, E1/11, E1/12, E1/13,	Works as shown on Sheet 1 of 2.3 Works Plans – Section E [APP021] to construct and install a new overhead electric transmission line. This area to include the construction, operation, and removal of a temporary construction access from the south side of the A120 Colchester Road near Surrex, Essex. This is shown as Bellmouth TB-B059 on Sheet 1 of 7.3 Outline Construction Traffic Management Plan Appendix C – Indicative Highway Mitigation Plans – Section E [APP-317] , with further information provided within Table 4.2 of 7.3 Outline Construction Traffic Management Plan (Revision F) .
C11/89 C11/90 C11/92 C11/98	Works as shown on Sheet 11 of 2.3 Works Plans – Section C [REP4-015] to construct and install a new underground electric transmission cable.

- 1.6.2 The works which are proposed over National Highways' Land (held in connection with the Lower Thames Crossing project) in connection with the project include, in particular, the following:
- Junction improvement works at the junction between the LTC Project and Stanford Road/Heath Road to enable NTT construction vehicle access.

Table 1.2 Proposed Works and Locations (land held in connection with the LTC Project)

Plot Numbers	Works Description
H-7/21, H-7/22, H-7/25, H-7/26, H-7/28, H-7/32, H-7/35a, H-7/36a, H-7/43, H-7/44, H-	Construction and operation of a potential permanent modification to the Lower Thames Crossing proposed realignment of Heath Road, including the junction with the A1013. Area identified is in the vicinity of the A1089, though is not anticipated to directly impact operation of the existing Strategic Road Network.

1.7 Section 127 Application

- 1.7.1 Section 127 of the 2008 Act applies where a statutory undertaker makes a representation (which is not withdrawn). In these circumstances, the **3.1 Draft Development Consent Order (Revision FH)** may only include a provision authorising the compulsory acquisition of statutory undertakers' land where the Secretary of State is satisfied that:
- The land may be purchased and not replaced without serious detriment to the carrying on of the undertaking; or
 - The land can be replaced by other land belonging to, or available for acquisition by, the statutory undertaker without serious detriment to the carrying on of the undertaking.
- 1.7.2 Sections 127(2) and (3) are set out below:
- (2) An order granting development consent may include provision authorising the compulsory acquisition of statutory undertakers' land only to the extent that the Secretary of State is satisfied of the matters set out in subsection (3).*
- (3) The matters are that the nature and situation of the land are such that—*
- a) it can be purchased and not replaced without serious detriment to the carrying on of the undertaking, or*
 - b) if purchased it can be replaced by other land belonging to, or available for acquisition by, the undertakers without serious detriment to the carrying on of the undertaking.*
- 1.7.3 Sections 127(5) and (6) contain equivalent wording in respect of acquiring rights over statutory undertaker's land and are set out below:
- (5) An order granting development consent may include provision authorising the compulsory acquisition of a right over statutory undertakers' land by the creation of a new right over land only to the extent that the Secretary of State is satisfied of the matters set out in subsection (6).*
- (6) The matters are that the nature and situation of the land are such that—*
- (a) the right can be purchased without serious detriment to the carrying on of the undertaking, or*
 - (b) any detriment to the carrying on of the undertaking, in consequence of the acquisition of the right, can be made good by the undertakers by the use of other land belonging to or available for acquisition by them.*
- 1.7.4 There is no statutory definition of “serious detriment”. The test for “serious detriment” is wide and holistic, it being more than a mere disadvantage. In the Examining Authority’s Report of Findings and Conclusions and Recommendation to the Secretary of State for Transport regarding The Lake Lothing (Lowestoft) Third

Crossing Order 2020, the Examining Authority recognised at paragraph 8.5.138 “*that serious detriment is a matter of judgement on the scale of impact on the undertaking and that the decision maker should take a holistic approach*”.

1.8 Statutory Undertakers’ Land

- 1.8.1 The Applicant understands that the land in the plots set out in Table 1.3 below have been acquired by National Highways for the purposes of its undertaking. The land in the plots set out in Table 1.3 is required by the Applicant in order to deliver the project. Therefore, ss.127(2) and (3) are engaged.
- 1.8.2 The Applicant understands that the land and rights and interests in the plots set out in Table 1.3 below have been acquired by National Highways for the purposes of its undertaking. Interests and rights in the plots set out in Table 1.3 are required by the Applicant in order to deliver the project. Therefore, ss.127(5) and (6) are engaged.
- 1.8.3 Below is a broad description of the purpose for which National Highways’ Land is required and the rights that would need to be acquired (in the context of the interface works described in Paragraph 1.3 above); see further the **4.3 Book of Reference (Revision FG)** and noting as is explained in the **4.3 Book of Reference (Revision FG)** that where multiple types of interest, rights or powers are sought over a given plot (such as temporary use for construction, mitigation, maintenance, as well as permanent rights of access), the plot is coloured according to the most extensive (higher class of right) required:
- **Class 1 (Compulsory Acquisition of Land)** - acquisition of all interests and rights in the land
 - **Class 2 (Compulsory Acquisition of Rights – Overhead Line)** – acquisition of rights by the creation of new rights, the imposition of restrictions, or the acquisition of existing rights or benefits of existing restrictions
 - **Class 3 (Compulsory Acquisition of Rights – Underground Cable System)** – acquisition of rights by the creation of new rights, the imposition of restrictions or restrictive covenants, or the acquisition of existing rights or benefits of existing restrictions
 - **Class 4 (Compulsory Acquisition of Rights – Overhead line and underground cabling system)** - acquisition of rights by the creation of new rights, the imposition of restrictions or restrictive covenants, or the acquisition of existing rights or benefits of existing restrictions
 - **Class 5 (Compulsory Acquisition of Rights – Access)** - acquisition of rights by the creation of new rights, the imposition of restrictions or restrictive covenants, or the acquisition of existing rights or benefits of existing restrictions:

Table 1.3 Land affected and interest or right to be acquired

Statutory Undertaker’s land (plot number)	Interest or right to be acquired
National Highways Land as SRN Highway Authority	
C8/35, C8/36, C8/40, C8/45, C8/47, C16/46a, C16/48	Class 1 - Compulsory Acquisition of Land (in relation to land owned by

Statutory Undertaker's land (plot number)	Interest or right to be acquired
	National Highways as SRN Highway Authority)
C8/34, H7/53a, H7/44	Class 1 - Compulsory Acquisition of Land (in relation to land which National Highways Limited has a right or interest only)
B12/3, B12/4, C18/9, C18/13, C18/14, C18/15, C18/20, C18/21, C18/29, C18/33, C18/34, C18/43 , D1/4, D1/8, D1/9, D1/11, E1/7, E1/8, E1/11, E1/12, E-1/14 , E1/13, F10/80, F10/82, F10/88, G1/16, G1/17, H4/14, H4/15, B13/15, B13/12, G6/46, G6/45, G6/40, G6/38, G6/37	Class 2 - Compulsory Acquisition of Rights – Overhead Line)
C11/89, C11/90, C11/92, C11/98	Class 3 - Compulsory Acquisition of Rights – Underground Cable System
C18/57, C18/60	Class 4 - Compulsory Acquisition of Rights – Overhead line and underground cabling system
B12/109, B12/108, G6/60, G6/36	Class 5 – Compulsory Acquisition of Rights – Access
B13/12, B13/15, G6/37, G6/38, G6/40, G6/45, G6/46, C18/57, C18/60, B12/108, B12/109, G6/36, G6/60, B12/94, B12/95, B12/96, B12/113, B12/112, B13/2, B13/5, B13/7, C18/38, F10/34, G6/19, G6/56, G6/58, G6/62, G6/63, G6/64, G6/68	Classes 2 – 5 (As noted above) NH De-trunked Plots
National Highways Land as LTC Undertaker	
H7/21, H7/25, H7/26, H7/28 , H7/32, H7/35a, H7/36a, H7/43, H7/44, H7/47a, H7/53a, H7/55a	Class 1 - Compulsory Acquisition of Land (in relation to land owned by National Highways as LTC Undertaker)

- 1.8.4 The procedure under s.127(5) only applies to the compulsory acquisition of a right and therefore is not engaged by plots which are only subject to Articles 27 to 30 (inclusive) of the **3.1 Draft Development Consent Order (Revision G)** which relate solely to temporary use.

1.9 Section 127 submissions – SRN Highway Authority

- 1.9.1 The Applicant considers that there would be no serious detriment to National Highways' undertaking as SRN Highway Authority if it were to acquire these rights and interests and that the criteria as set out in s.127 are satisfied for the reasons set out below.
- 1.9.2 The Project's interaction with National Highways' SRN land falls into 4 categories, these are Class 1 land take in relation to the SRN ("SRN Plots"), Acquisition of Class 2 to 4 rights for oversail by OHPL or installation of cable in the subsoil of the highway

("the Rights Plots") as set out in Table 1.3 above, the de-trunked plots which National Highways have confirmed that they do not own and wish to have their interest noted in the Book of Reference removed (the De-Trunked plots), and the plots of land held by National Highways in relation to LTC ("the LTC Plots"). In relation to the SRN Plots, this Class 1 land take is proposed to ensure that highways works and highways widening required for the project can be carried on within the adopted extents of the SRN, given the uncertainty as to limits of adoption and freehold ownership of highways which often arise, with a view to simply ensuring that the Applicant can meet any obligations under the Protective Provisions in relation to dedication/adoption and freehold transfer of highways works which would ultimately result in any land acquired being transferred to National Highways in any event. Notwithstanding this, the Applicant acknowledges that it has no intention of depriving National Highways of the freehold ownership of the route of the SRN and the protective provisions in paragraph 20 (Land) of Part 5 Schedule 16 can therefore only be exercised with the consent of National Highways. Accordingly, there can be no serious detriment in relation to these plots.

- 1.9.3 In relation to the Rights Plots, whilst there is a difference of opinion between National Highways over the need for an easement (or in the absence of future agreement the compulsory acquisition (CA) of rights to oversail the highway), it is the Applicant's position that the CA of these rights is necessary and will not (notwithstanding National Highways' position on this) cause serious detriment to National Highways. National Highways are themselves in agreement that an easement is required in relation to the underground crossing due to the depth of the crossing sitting in the subsoil below the highway. The parties are negotiating an easement but this is not well advanced and in the absence of this being completed on agreed terms, the Applicant will require the rights to CA this easement in the subsoil, in the same way that other CA rights are required across the scheme as a fall back to ensure the timely delivery of the Project.
- 1.9.4 Accordingly, the Applicant cannot give National Highways control over the exercise of the CA of rights at this point in time. However, National Highways are protected from serious detriment in respect of the acquisition of the CA of such rights (in subsoil or to oversail) for two reasons. First, paragraph 20 (Land) of the Protective Provisions at Part 5 Schedule 16 provides that the ability to CA rights under or over the SRN is constrained to the extent that no restrictive covenants may be imposed which conflict with the use of the SRN without the consent of National Highways, ensuring no conflicts between the rights sought and the SRN. Secondly, in light of the requirements to comply with both NRSWA and the remaining terms of the protective provisions, these ensure National Highways have full control and approval of any occupation or and works on the SRN, notwithstanding any private rights above or below the SRN. This control is explained in detail in the paragraph below. The Protective Provisions proposed by the Applicant mirror the approach to those confirmed by the Secretary of State in relation to the Yorkshire Green DCO in terms of the protection in Paragraph 20 (Land).
- 1.9.5 National Highways as SRN Highway Authority will have the benefit of the protective provisions contained within Part 5 of Schedule 16 to the DCO. These provisions contain the following protections for National Highways as SRN Highway Authority in relation to the undertaking of Highway Works.

a) ~~e)~~ Paragraph 6 provides that works to the strategic road network outside of the order limits of the Project must be agreed with National Highways prior to commencement of such works.

- b) ~~e)~~ Paragraph 7(1) prevents commencement of the highway works until National Highways has approved the details contained in the paragraph therein including, but not limited to, detailed design information, proposed road space bookings, stage 1 and stage 2 road safety audit details, and the provision of collateral warranties.
- c) ~~e)~~ Paragraph 7(2) prevents the Applicant from exercising articles 16, 20, 21 and 22 of the DCO relating to temporary stopping up of streets, discharge of water, protective works and authority to survey and investigate the land, without the consent of National Highways.
- d) ~~f)~~ Paragraph 8(2) prevents any works being carried out which require a road space booking, without a road space booking first being carried out;
- e) ~~g)~~ Paragraph 8(3) provides that works must be carried out in accordance with the detailed design information approved by National Highways, the DMRB and CDM Regulations 2015.
- f) ~~h)~~ Paragraph 8(5) provides National Highways with the ability to inspect and supervise the works.

- 1.9.6 In relation to the De-trunked Plots (as listed in Table 1.3 above), as National Highways have confirmed that they do not own these plots of land and that responsibility for them has transferred to other parties, there can be no serious detriment to National Highways arising from the acquisition of land or rights over these plots. The Applicant requires the ability to seek to acquire the rights in Table 1.3 over the De-trunked Plots in order to deliver the authorised development. This is not constrained by the protective provisions in favour of National Highways nor does it need to be, given that National Highways do not own such plots.
- 1.9.7 In relation to the LTC Plots, these are dealt with in paragraph 1.11 below. The Protective Provisions for the benefit of National Highways expressly do not apply to the LTC Undertaker or in relation to the LTC Plots as a result of paragraph 1 of Part 5 of Schedule 16.
- 1.9.8 The Applicant is also in discussions with National Highways as SRN Highway Authority to reach voluntary agreement on the operation of the Order and secure the voluntary grant of rights including an easement in the subsoil. Notwithstanding that this has not yet been completed, National Highways has sufficient protection in the form of the protective provisions in their favour as included in Part 5 of Schedule 16 of the Order at Deadline 7. This is for the reasons explained in paragraph 1.9.3 to 1.9.5 above, such that there is no serious detriment to National Highways arising from the proposed CA of land and rights within the Order.
- 1.9.9 Other than during construction of the project, potential interference with the highway would be limited to maintenance or emergency works to the Applicant's apparatus. On such occasions, the Applicant would consult with National Highways in order to cause as little disruption as practicable during maintenance or emergency works which would be carried out in accordance with the provisions of NRSWA in any event.
- 1.9.10 As the rights to be acquired will co-exist with those of National Highways and, for the most part, cause minimal interference with National Highways' undertaking, the Applicant does not consider it necessary to replace the land over which rights are required for the project.

1.10 Section 127 Conclusion – SRN Highway Authority

- 1.10.1 Given the need for the project (see in particular the need case as signposted in Paragraph 1.5 (Need Case)), the Applicant considers that there is a compelling case in the public interest for the inclusion of the compulsory acquisition powers within the **3.1 Draft Development Consent Order (Revision GH)**.
- 1.10.2 There would be no serious detriment to the carrying on of National Highways statutory undertaking, with the protective provisions included at Part 5 of Schedule 16 to the **3.1 Draft Development Consent Order (Revision GH)** securing the protection of National Highways operational assets for the reasons explained above.
- 1.10.3 For the reasons set out in this application, it is the Applicant's position that, pursuant to s.127 of the 2008 Act, the Secretary of State can be satisfied that the prescribed tests of s.127 have been met and that interests and rights in National Highways' Land (as SRN Highway Authority) may be included for compulsory acquisition in the **3.1 Draft Development Consent Order (Revision GH)**.

1.11 Section 127 submissions – LTC Undertaker

- 1.11.1 The works to be undertaken over land currently owned by National Highways in **connection with the LTC Project** (the LTC Plots) are limited to the junction improvement works set out at paragraph 1.6.2 and table 1.2 above.
- 1.11.2 These works are necessary to enable NTT construction vehicle access and have been agreed in principle through previous engagement with National Highways.
- 1.11.3 The Applicant has been engaging with the LTC Undertaker in relation to the works required at this junction for some time. The LTC Undertaker is proposing to do works at this junction which, as currently designed, would change the geometry of the junction in a way which would not meet the Applicant's design requirements as part of the NTT Project. For that reason, the Applicant has included permanent acquisition of the relevant land which it might need in order to undertake the necessary improvement works to ensure suitability for its vehicle design. The Applicant intends to continue the engagement with the LTC Undertaker with the aim of aligning design for suitability for both Projects. This would avoid the need for both projects to undertake works in the same location. The exercise of powers in this area would fall within the scope of paragraphs 4 and 5 of Part 17 of Schedule 16 within the protective provisions the Applicant has included in the DCO at Deadline 7 for the benefit of the LTC Undertaker. Full detail on these is set out at paragraph 1.11.28 below but taken together they mean that these works will not commence without ~~prior agreement between the two Projects in relation to the matters set out in~~ the parties having provided each other with the relevant detailed design information and the LTC Undertaker having provided its prior approval as to the coordination of the execution of the works under paragraph 4 ~~and~~ Additionally, the exercise of compulsory acquisition powers by the Applicant will only take place following ~~consultation with~~ the prior approval of the LTC ~~Project~~ Undertaker.
- 1.11.4 Aside from the LTC Plots, and so far as the Applicant is aware, the LTC Undertaker does not yet own or hold a right in any other land within the Order limits. As a consequence, the Applicant does not consider that Section 127 is engaged in relation to the LTC Undertaker specifically.

- 1.11.5 However, the Applicant acknowledges that this position might change as the LTC Project moves forward and the LTC Undertaker acquires land and rights. Accordingly, and without prejudice to the Applicant's primary contention that the LTC Undertaker does not yet benefit from the protections under Section 127, the Applicant has set out in the following paragraphs why it considers that the LTC Undertaker will not, in any future event, be subject to serious detriment as a consequence of the NTT Project being brought forward.
- 1.11.6 The Applicant acknowledges that there will be much broader spatial and temporal overlaps between the NTT Project and the LTC Project. Based on analysis being undertaken by the two Projects in relation to the two sets of Land Plans, there are circa. 700 plots in which there could be some form of interaction.
- 1.11.7 The NTT Project and the LTC Project interact principally in Section H of the Project, in the vicinity of the proposed Tilbury North Substation and the Lower Thames Crossing corridor. This area includes land south of the A13/A1089 junction and around Southfields, Heath Road, Hoford Road, Buckingham Hill Road, Brentwood Road, Muckingford Road and West Tilbury.
- 1.11.8 The Applicant's works in this area principally relate to the connection of the existing YYJ 400kV overhead line into the proposed Tilbury North Substation. These works include new and modified YYJ overhead line infrastructure, cable sealing end infrastructure, underground cable works beneath the LTC corridor, and associated temporary construction areas, access arrangements and construction sequencing.
- 1.11.9 The LTC Project in this area includes the construction and delivery of the A122 Lower Thames Crossing and associated permanent and temporary works within the same broad corridor, including highway infrastructure, construction access and haul routes, compounds, utilities diversions, drainage works and environmental mitigation and compensation commitments. The interaction between the Projects is therefore not limited to the physical crossing of infrastructure. It also includes construction sequencing, temporary works, access and traffic routing, use of compounds, temporary possession and land powers, utilities interfaces, ecological mitigation, compensatory habitat provision and the discharge of requirements or commitments secured under each project's DCO.
- 1.11.10 The Applicant has sought to reduce the extent of this interface through engagement, for example in relation to the adoption of Scenario B – on which see further ~~paragraph~~[paragraphs](#) 1.11.17-1.11.23 below.
- 1.11.11 Where the Project results in permanent impacts to LTC's environmental mitigation and compensation, the Applicant has been engaging with the Applicant in order to provide suitable alternative sites – on which see further paragraph ~~1.11.45 to 1.11.47~~[1.11.31 to 1.11.33](#) below,
- 1.11.12 The Applicant acknowledges that detailed coordination will continue to be required as both Projects progress through detailed design and construction planning. However, the nature of the interface is capable of being managed through ongoing engagement, programme coordination, and appropriate interface arrangements. Accordingly, while the Applicant recognises that there are spatial and temporal interfaces between the NTT Project and the LTC Project, those interfaces are capable of being managed and do not prevent the LTC Project from being constructed, operated or maintained. The Applicant does not consider that the NTT Project would give rise to serious detriment to the LTC Undertaker's undertaking.

- 1.11.13 The two Projects have been engaging since April 2022, with more detailed conversations about the Project interactions from 2024. Both the Applicant and the LTC Undertaker are statutory undertakers with overarching duties to act reasonably in relation to their undertaking, as well as to meet their statutory obligations and customer requirements. This is key in ensuring both Projects can come forward and coexist.
- 1.11.14 Given the current status of design of both Projects, there is information which both parties seek from the other which is not currently available and possible to provide. For example, neither party is yet able to provide detailed programme information, which will be key in planning exactly how the two Projects co-exist. However, the Applicant has shared an outline programme with the LTC Undertaker and the LTC Undertaker has shared information on construction phasing with the Applicant.
- 1.11.15 In addition, the Applicant has presented the LTC Undertaker with an indicative timetable for providing iterative detailed design information. This includes indicative timings for a joint interim design review, at which the emerging interface design will be reviewed, followed by the sharing of a more mature interface design position in covering matters including access, haul roads, compounds, drainage, crossings, temporary works and construction sequencing. The parties will continue to exchange emerging design and programme information through their bi-weekly coordination meetings and focused technical discussions as the designs develop. Final design information will continue to be developed and assured thereafter, with the relevant design packages progressing through 2027. This staged process will allow the parties to identify and resolve interface matters before construction and supports the Applicant's position that the two Projects can coexist without serious detriment to the LTC Undertaker's undertaking.
- 1.11.16 The Applicant is clear that once information develops it is entirely possible for the construction, operation and maintenance of both Projects to be planned to allow for that coexistence and, therefore, the LTC Undertaker would not suffer serious detriment in its ability to continue its undertaking in relation to the LTC Project.
- 1.11.17 The Projects' ability to work together and accommodate each other is clear from the engagement which has taken place so far. A key example is the Applicant's commitment to Scenario B in the area where the Projects will overlap. Following National Highways' March 2025 response to the targeted consultation on the Tilbury North connection arrangements, in which it raised concerns regarding the compatibility of Scenario A with the consented LTC construction corridor, the Applicant undertook further design development to respond to those concerns.
- 1.11.18 Those concerns related principally to the direct interface between the proposed Scenario A works and the consented LTC construction corridor, including potential conflicts with the A122 carriageway, haul routes, construction sequencing and associated programme risk. Scenario A had involved overhead line diversion works and undergrounding of the ZB circuit in the vicinity of the LTC Project. The LTC Undertaker advised that this arrangement would be difficult to accommodate within the LTC construction programme and would create material interface, access and delivery risks.
- 1.11.19 In response, the Applicant developed Scenario B as an alternative connection arrangement. Scenario B connects the YYJ circuit into Tilbury North via a short section of underground cable beneath the LTC corridor, removing the need to underground the ZB circuit and materially reducing the extent of overhead line

diversion works in the area of overlap. It also reduces the number of interfacing land plots between the Projects from over 1,100 to circa 700.

- 1.11.20 The Applicant presented the developed Scenario B approach to LTC at a workshop on 5 August 2025. Following that workshop, LTC acknowledged the work undertaken by the Applicant and its extended team. This engagement demonstrates that the Applicant took LTC's concerns seriously and actively sought to amend its design to ensure the LTC Project did not suffer serious detriment.
- 1.11.21 The Applicant received a letter from LTC on 14 November 2025, requesting that Scenario A be removed from the Project design, and that the Applicant proceed solely with Scenario B. Before responding, the Applicant needed to confirm that Scenario B was technically deliverable as the sole connection arrangement, consider the programme, outage, environmental and land implications of removing Scenario A, and complete the appropriate internal governance process. The Applicant also needed to identify the application documents that would require amendment to reflect the revised approach. Following completion of that work, the Applicant confirmed its intention to progress solely with Scenario B to the LTC Undertaker on 14 January 2026.
- 1.11.22 Following that confirmation, the Applicant undertook the necessary legal and planning review to determine how and when the decision should be formally communicated to the ExA and subsequently reflected in the DCO application documents. This included preparing the formal notification, confirming the required changes to the draft DCO, Works Plans, Land Plans and supporting examination documents, and coordinating the submission with the Examination timetable. The position was then communicated to the Planning Inspectorate on 9 February 2026, in advance of the preliminary meeting on 10 February 2026. The Applicant's move to Scenario B was subsequently reflected in its DCO examination submissions, including updates to the relevant plans at Deadlines 4 and 5. National Highways has also confirmed through correspondence that progressing the underground connection from Tilbury North Substation to the YYJ route, and omitting works to the ZB route, would significantly reduce the interface issues between the two Projects and reduce the risk of delay to the construction of the Lower Thames Crossing Project.
- 1.11.23 The Applicant therefore relies on Scenario B as a principal example of how it has responded to LTC's concerns and how the NTT Project can be delivered without causing serious detriment to the LTC Undertaker's undertaking.
- 1.11.24 Additionally, the Applicant is working to accommodate a potential change to the LTC Project's alignment of Brentwood Road. LTC notified the Applicant of their intention to realign Brentwood Road on 16 February 2026 and subsequently submitted a plan of the proposed realignment into the examination at Deadline 3. The proposed realignment would reduce the area of land available for the Applicant's proposed alternative NDep compensation site by 1.5ha. Whilst this change has not yet been approved by the Secretary of State for Transport, the Applicant has included an additional 1.5ha of NDep compensation land to the west of the Tilbury North Cable Sealing End Compound. This was reflected in the Applicant's Deadline 4 submissions.
- 1.11.25 Further, new information is regularly being shared in relation to ecological commitments and mitigation which will lead to minor adjustments to the design of both Projects.

- 1.11.26 For these reasons it is not yet possible for the two Projects to come to a detailed agreement in relation to each and every potential interface. The Projects have been involved in negotiations for HOTs for a side agreement which would provide some level of detail but also provide a mechanism for the future agreement of interface issues at an appropriate time. It is anticipated that those discussions will continue as emerging design information relating to the two Projects crystallises and the interface issues become capable of more precise definition.
- 1.11.27 In parallel, the Projects have also been in discussions regarding a set of bespoke LTC-specific protective provisions to be included on the face of the DCO. The form and substance of these protective provisions has now been agreed between the two Projects and that version is included at Part 17 of Schedule 16 of 3.1 Draft Development Consent Order (Revision H). These protective provisions ~~would be~~ are entirely separate to those included at Part 5 of Schedule 16 for the protection of National Highways as SRN Highway Authority. ~~A first draft of these protective provisions was provided by LTC at Deadline 6 [REP6-153].~~
- ~~1.11.28 Having since had an opportunity to consider the draft set of protective provisions provided by LTC, the Applicant has included its preferred form of protective provisions within Part 17 of Schedule 16 to the Draft DCO submitted at Deadline 7. A detailed justification as to the substantive changes sought by the Applicant to those protective provisions is included within 8.7 Statutory Undertaker Tracker (Clean) (Final Issue F).~~
- ~~1.11.29 In parallel, the Applicant has shared its preferred form of protective provisions with the LTC Undertaker. Whilst there has been helpful engagement between the parties on all outstanding points of drafting prior to Deadline 7, the Applicant expects those discussions to continue immediately following Deadline 7, with the intention of reaching substantive agreement as to the form of protective provisions by Deadline 8.~~
- 1.11.28 ~~1.11.30 As at Deadline 7, the Applicant intends that the~~ The agreed protective provisions would address the following material matters:

Paragraph	Summary of Proposed Content
Paragraphs 1 and 2: Scope and Application	The protective provisions apply for the protection of the LTC Undertaker and have effect unless otherwise agreed in writing between the two parties. They focus on the "interface area" — land falling within the Order limits of both schemes — and on "specified works" situated on, under, over, or within that area.
Paragraph 3: Duty to Cooperate	The Applicant must use all reasonable endeavours to avoid conflict with LTC's works, and both parties must act in good faith and use all reasonable endeavours to co-operate with one another to ensure the safe, economic, and efficient co-ordination of both schemes. In practical terms, this includes maintaining a dedicated point of contact and holding bi-monthly meetings until the completion of both schemes.
Paragraph 4: Prior Agreement Paragraph 5: Exercise of Powers <u>powers</u>	No specified work may commence until the Applicant has provided LTC with detailed design information, LTC has provided the Applicant with relevant design information concerning its own works, and both parties have reached agreement on <u>the LTC Undertaker has given its prior approval (not to be unreasonably withheld or delayed) as to</u> the co-ordination of the specified work in a manner that facilitates the safe,

Paragraph	Summary of Proposed Content
	economic, and efficient execution of LTC's works within the interface area. Paragraph 5 is intended to be closely linked with Paragraph 4. In outline terms <u>Additionally</u>, the Applicant may not exercise compulsory acquisition powers, take temporary possession of, or otherwise access land in the interface area — nor exercise powers relating to street closures, <u>or</u> discharge of water, or protective works to buildings within the interface area — without first consulting LTC. Following consultation, having obtained the parties must promptly agree prior approval of the LTC Undertaker (not to be unreasonably withheld or delayed). In providing that prior approval, the LTC Undertaker must have regard to cooperation and coordination undertaken pursuant to paragraph 3 and ensure the approval is given in writing the and must set out any terms and, requirements or conditions under which those powers are to be exercised, noting that Paragraph 5<u>4</u>(4), seeks to provide for certain “guardrails” in terms of the nature of the terms and conditions capable of being incorporated within any such written agreement. <u>Finally, the Applicant may not exercise powers relating to protective works to buildings within the interface area without first having consulted the LTC Undertaker and agreeing (in the same manner as relating to prior approval) terms, requirements or conditions under which that power is to be exercised.</u>
Paragraph 6<u>5</u>: LTC Compensatory Habitats	Paragraph 6 stipulates that, if works forming part of the Project are commenced within the interface area (as defined), the Applicant must, in consultation with LTC, carry out and complete Work No. 20 so as to create not less than 16 hectares of compensatory habitat. It is, however, proposed that this obligation will fall away if LTC does not bring forward the relevant adjacent compensatory habitat. works authorised by the LTC Order are cancelled, terminated, suspended indefinitely, or otherwise ceased so as to render the authorised development under the LTC Order incomplete. Similarly, and as set out at Paragraph 7<u>6</u>(3) of the proposed protective provisions, the Applicant expects that appropriate allowance will be made in due course to reflect costs incurred by the Applicant in acquiring the relevant land and rights on behalf of LTC for the purposes of that compensatory habitat relative to the costs which would otherwise have been incurred by LTC in securing the land and rights originally proposed to be acquired
Paragraph 7<u>6</u>: Costs	The Applicant must reimburse LTC in respect of all reasonable, directly incurred, and properly evidenced costs arising from agreements required under the provisions or from additional work that LTC is required to carry out as a result of the Applicant's works in the interface area. In order to ensure that the Applicant is able to effectively discharge its regulatory duties, LTC is required to use reasonable endeavours to mitigate those costs and, if requested, to explain how they have been minimised.

Paragraph	Summary of Proposed Content
Paragraph 87 : Indemnity	The Applicant has agreed to provide a full indemnity to LTC against all costs, claims, expenses, damages, losses, and liabilities arising directly from the construction, maintenance, or use of specified works, or from the exercise of (or failure to exercise) any power under the Order. The indemnity does not extend to losses arising from LTC's own negligence or default.
Paragraph 98 : Escalation of Differences	Both parties must use reasonable endeavours to resolve any dispute amicably. If representatives from each organisation cannot resolve the matter within ten business days, it is escalated to senior executives. Given the critical national need underpinning both projects, it is proposed that if senior executives also fail to reach a settlement, either party may refer the matter to the relevant Secretary of State for final determination. <u>If the meeting between senior executives does not result in a settlement within ten business days (or if it is not possible to convene a meeting within that period) then the dispute will be determined in accordance with article 62 (arbitration) of the Order.</u>

- 1.11.29 ~~1.11.31~~ Taking account of the above, the Applicant has set out in the following paragraphs of this submission how its proposed form of protective provisions, in combination with specific drafting within the Draft DCO to make amendments to the A122 (Lower Thames Crossing) Development Consent Order 2025 (the LTC DCO), will provide the LTC Undertaker with sufficient protection to ensure that the NTT Project will not cause serious detriment to the LTC Undertaker's undertaking.
- 1.11.30 ~~1.11.32~~ In its Deadline 6 submission (**[REP6-153]**), the LTC Undertaker identified a number of potential construction and delivery interface issues. This section 127 submission addresses these in turn with an explanation as to why, notwithstanding the potential interface, the Applicant considers that there will be no serious detriment to the LTC Undertaker.
- 1.11.31 ~~1.11.33~~ **LTC Project environmental commitments** - The Applicant acknowledges that the construction of the NTT Project would render LTC's compliance with certain ecological commitments under the LTC more difficult or, on occasion, impracticable. It has been working closely with the LTC Undertaker to provide suitable solutions to this issue. The Applicant has identified suitable alternative sites which have been agreed with both LTC and Natural England. LTC has requested that NTT undertake the planting of the nitrogen deposition compensation areas temporarily affected by the Project, and maintain the habitat for the 5 year establishment phase. The Applicant has accepted this request.
- 1.11.32 ~~1.11.34~~ Accordingly, the Applicant's proposed amendments to the Draft DCO submitted at Deadline 6 **[REP6-030]**, and further updated at Deadline 7 to respond to submissions made by the LTC Undertaker at Deadline 6 **[REP6-153]**, are intended to facilitate the following outcomes:
- To expressly record the fact that any works carried out pursuant to the Draft DCO which are inconsistent with or conflict with any provisions under the LTC DCO will not place LTC in breach of the terms of the LTC DCO. Whilst there is already general, non-specific drafting to this effect at Article 10 of the Draft DCO, both

parties consider and agree that an express provision (included at Article 59(6)) is necessary (and precedented).

- To expressly modify, through the incorporation of an agreed form of wording at Article 59(7), the terms of Schedule 2 (Requirements) to the LTC DCO in order to allow LTC greater flexibility when discharging certain Requirements (e.g. Requirement 5 – Landscaping and ecology). The intention is to allow the Secretary of State for Transport to determine that obligations or commitments secured through those certain Requirements can be discharged or satisfied in a different way where the original means of discharge would be impracticable or incompatible due to the existence of the Project so that there is no serious detriment to the LTC Undertaker.
- To allow LTC or the Applicant to undertake replacement or alternative compensatory planting and environmental mitigation on parcels of land intended to be secured by the Applicant within the Order limits for the Project. This is expected to be achieved by making LTC a direct beneficiary of powers under the Draft DCO for a very limited purpose (similar, in effect, to the mechanism through which UKOP would be authorised to carry out the existing Work No. 17A). A new Work No. 20 has been included in Schedule 1 to the draft DCO for this purpose, with corresponding updates also made to the 2.3 Works Plans - Section H [Revision C] **[REP6-018]**.
- To allow for the direct vesting of land (or rights) in LTC where powers of compulsory acquisition are exercised by the Applicant pursuant to the Draft DCO. Identical provisions are included in the LTC DCO for the benefit of, amongst others, the Applicant.
- Additionally, Paragraph ~~65~~ of the proposed protective provisions stipulates that, if works forming part of the Project are commenced within the interface area (as defined), the Applicant must, in consultation with LTC, carry out and complete Work No. 20 so as to create not less than 16 hectares of compensatory habitat. It is, however, proposed that this obligation will fall away if the LTC does not bring forward the relevant adjacent compensatory habitat works are ceased. Similarly, and as set out at Paragraph ~~76~~(3) of the proposed protective provisions, the Applicant expects that appropriate allowance will be made in due course to reflect costs incurred by the Applicant in acquiring the relevant land and rights on behalf of LTC for the purposes of that compensatory habitat relative to the costs which would otherwise have been incurred by LTC in securing the land and rights originally proposed to be acquired.

1.11.33 ~~1.11.35~~ Overall, these provisions will ensure that the LTC Undertaker would not suffer serious detriment through being unable to comply with its own DCO.

1.11.34 ~~1.11.36~~ **Delivery of transmission cables under the LTC DCO alignment** – This is a matter on which there is ongoing engagement between the projects.

1.11.35 ~~1.11.37~~ Under Scenario B, the Applicant proposes to connect the existing YYJ circuit into Southfields Substation, previously referred to as Tilbury North Substation through underground cables. The cable route would cross beneath the proposed LTC highway embankment.

1.11.36 ~~1.11.38~~ Front-End Engineering Design (FEED) is the stage of design which develops the engineering solution in sufficient detail to inform the construction methodology, staging, sequencing, programme and key delivery assumptions. The FEED work has considered alternative methods and sequences for installing the ducts beneath the

LTC alignment. Installation before the LTC embankment is constructed and installation coordinated with the construction of the LTC earthworks have both been assessed as technically feasible in principle, subject to further detailed design and programme coordination. The Applicant's current preferred approach is for the ducts to be installed before the LTC Undertaker constructs the relevant highway embankment and associated earthworks. The precise timing of the duct installation remains to be agreed with the LTC Undertaker through detailed design and collaborative programming. Under this approach, the Applicant would excavate the cable trenches, install the ducts within protective surrounds and leave them in an agreed safe and protected condition. The LTC Undertaker would subsequently construct its earthworks and highway infrastructure above the installed ducts. The Applicant would then install the transmission cables through the ducts and complete the connections at the appropriate stage of the NTT programme. Detailed design will confirm the final duct alignment, depth, spacing and protection measures, taking account of the final LTC levels, topsoil stripping, embankment loading, settlement, ground conditions and construction activities. The FEED assessment has concluded that a technically feasible cable arrangement is available, although further design development and ground investigations are required to validate and optimise the design assumptions.

- [1.11.37](#) ~~1.11.39~~ If the NTT programme or DCO timetable is delayed such that the ducts cannot be installed before the relevant LTC earthworks commence, the Projects would need to agree an alternative coordinated sequence. Potential alternatives include installing the ducts as part of the LTC earthworks or considering another appropriate crossing solution. The suitability of any alternative would depend on the stage reached by the LTC works and would require agreement on design, access, programme and protection of the respective assets. The Applicant is therefore retaining flexibility in the delivery arrangements while seeking to agree the preferred sequence sufficiently early to avoid abortive work or disruption to the LTC programme.. This continued engagement demonstrates that the delivery of the transmission cables beneath the LTC alignment is capable of being managed through detailed design, programme coordination and appropriate interface arrangements, and does not give rise to serious detriment to the LTC Undertaker's undertaking.
- [1.11.38](#) ~~1.11.40~~ **The timing of outages to enable overhead line works** – The decision on timings for outages is one which is outside the scope of the DCO Examination. The Projects continue to liaise in relation to this issue.
- [1.11.39](#) ~~1.11.41~~ The Applicant acknowledges that the NTT Project, the LTC Project and the North West London Reinforcement project are each seeking system access within overlapping periods, including in 2029. The timing and availability of outages is subject to NESO approval and wider system operability considerations, and is not within the sole control of either the Applicant or the LTC Undertaker.
- [1.11.40](#) ~~1.11.42~~ The Applicant will continue to engage regularly with the LTC Undertaker, NESO and other affected project teams as outage requirements are refined through ongoing design and programme development. This engagement will include consideration of practical options to manage overlapping outage requirements, including resequencing, reduced outage durations and winter working where feasible. This issue is therefore being managed through the appropriate system access planning and escalation processes and does not give rise to serious detriment to the LTC Undertaker's undertaking.

- 1.11.41 ~~1.11.43~~ **Construction traffic routing and construction site access** – The Applicant acknowledges a need for both Projects to continue with a high level of engagement and cooperation, including in relation to traffic and access issues. The Applicant’s proposed protective provisions therefore provide that prior to works within the area falling within the Order limits of both Projects (referred to in the protective provisions as the “interface area”), the parties will reach agreement on the execution of that work, with an aim to ensure the safe, economic and efficient execution of works authorised by the LTC DCO. In order to facilitate this, both parties will be subject to an overarching duty to cooperate with one another, alongside a mutual obligation to share detailed design information, including in relation to the construction, alteration and use of access and egress routes in relation to the interface area.
- 1.11.42 ~~1.11.44~~ These protective provisions will ensure continuing cooperation between the Projects and, on the basis that the LTC Undertaker ~~will retain an effective veto on~~ has to grant its prior approval before the commencement of any specified work within the “interface area” ~~absent a mutually agreed co-ordination plan~~, ensure that the LTC Undertaker will not be subject to serious detriment.
- 1.11.43 ~~1.11.45~~ **Land acquisition and use of overlapping plots** - The Applicant acknowledges that the two projects will have large areas of overlapping land acquisition powers. It is working closely with the LTC Undertaker to understand the nature of the overlap on a plot-by-plot basis and to agree a series of overarching principles which will govern the exercise of powers by each party within the “interface area”.
- 1.11.44 ~~1.11.46~~ Taking account of this intended direction of travel, the Applicant’s proposed protective provisions ~~anticipate a consultation mechanism whereby~~ provide for the LTC Undertaker to give its prior approval before the Applicant ~~would commit to not exercising~~ exercises any powers to compulsorily acquire, take temporary possession of or otherwise access land in the interface area ~~without first consulting with the LTC Undertaker~~. Where the LTC Undertaker ~~is so consulted, the two Projects must promptly agree~~ grants its prior approval it set out terms, requirements or conditions under which those powers are to be exercised.
- 1.11.45 ~~1.11.47~~ ~~The departure from LTC’s proposed prior approval mechanism is considered necessary in order to properly reflect the ongoing need for mutual collaboration which both parties agree is required in order to ensure that both projects are able to secure all required temporary and permanent land rights.~~ The Applicant’s position remains that the two critical national infrastructure projects are capable of co-existing and, hence, the ultimate focus must be on agreeing the more detailed mechanics which would facilitate that nationally beneficial outcome. It is self-evident that such an outcome cannot be reached where one party (in this instance, LTC) would be entitled to unilaterally determine whether or not the other party (in this instance, the Applicant) is capable of exercising a broad swathe of powers authorised by the Secretary of State. Indeed, it is considered that such an approach would run contrary to Paragraph 4.25 of “Planning Act 2008: Guidance on preparing an application: Part 3 - Content of a Development Consent Order” (MHCLG, 3 July 2026) which states that protective provisions *“should not simply negate the principal provisions of the DCO and thereby become an impediment to implementation of the project, for example by conferring unfettered plan approval procedures at detailed design stage that could be operated by the statutory undertaker to frustrate delivery of the project.”* To this end, it is considered helpful that the protective provisions require the LTC Undertaker to have regard to the cooperation and coordination undertaken pursuant

to Paragraph 3 (the extent of which the Applicant considers will be significant) and, similarly, that the protective provisions are drafted so as to ensure that the LTC Undertaker's approval cannot be unreasonably withheld or delayed.

1.11.46 ~~1.11.48 Taking account of the above, the Applicant notes that LTC's position is protected in substance, and hence~~ Taken together, the protective provisions ensure that serious detriment is avoided, ~~because: (a) the Applicant must consult with LTC before exercising its compulsory acquisition and temporary possession~~ LTC Undertaker's prior approval must be sought before the exercise of key powers within the "interface area"; ~~and (b) the parties must then reach a binding written agreement on the terms of exercise.~~ The Applicant therefore cannot simply override LTC's interests or act in a manner which would inhibit the delivery of works authorised by the LTC DCO — it must obtain LTC's ~~engagement and agree terms~~ prior approval before proceeding. This will provide the LTC Undertaker with an appropriate level of involvement in the Applicant's exercise of powers and so ensure it is not subject to serious detriment.

1.12 Section 127 Conclusion – LTC Undertaker

- 1.12.1 Given the need for the project (see in particular the need case as signposted in Paragraph 1.5 (Need Case)), the Applicant considers that there is a compelling case in the public interest for the inclusion of the compulsory acquisition powers within the **3.1 Draft Development Consent Order (Revision GH)**.
- 1.12.2 For the reasons set out in this application, it is the Applicant's position that, pursuant to s.127 of the 2008 Act, the Secretary of State can be satisfied that the prescribed tests of s.127 have been met and that interests and rights in National Highways' Land (as LTC Undertaker) may be included for compulsory acquisition in the **3.1 Draft Development Consent Order (Revision GH)**.
- 1.12.3 Additionally, the Secretary of State can be satisfied that in relation to the wider interactions between the Project and the LTC Project, the LTC Undertaker will not be subject to serious detriment.

1.13 Section 138 Application

- 1.13.1 As noted above, the **3.1 Draft Development Consent Order (Revision GH)** gives the Applicant the power to extinguish the rights of, or remove the apparatus belonging to, statutory undertakers over or within the order limits. However, this is only permitted where the Secretary of State is satisfied that the extinguishment or removal is necessary for the purpose of carrying out the development to which the **3.1 Draft Development Consent Order (Revision GH)** relates.
- 1.13.2 Section 138 of the 2008 Act is set out below:
- 1) *This section applies if an order granting development consent authorises the acquisition of land (compulsorily or by agreement) and—*
 - c) *there subsists over the land a relevant right, or*
 - d) *there is on, under or over the land relevant apparatus.*
 - 2) *"Relevant right" means a right of way, or a right of laying down, erecting, continuing or maintaining apparatus on, under or over the land, which—*

- e) *is vested in or belongs to statutory undertakers for the purpose of the carrying on of their undertaking, or*
- f) *is conferred by or in accordance with the electronic communications code on the operator of an electronic communications code network.*

3) *“Relevant apparatus” means—*

- g) *apparatus vested in or belonging to statutory undertakers for the purpose of the carrying on of their undertaking, or*
 - h) *electronic communications apparatus kept installed for the purposes of an electronic communications code network.*
- 4) *The order may include provision for the extinguishment of the relevant right, or the removal of the relevant apparatus, only if the Secretary of State is satisfied that the extinguishment or removal is necessary for the purpose of carrying out the development to which the order relates.*

1.13.3 The Applicant understands that there is a relevant right vested in National Highways in, on or under the plots listed in Table 1.3 above, in relation to its role as SRN Highway Authority or as the LTC Undertaker.

1.13.4 For the purposes of this application, it is the Applicant’s case that in relation to the rights or apparatus held as SRN Highway Authority:

- Works associated with the project are necessary over the plots listed in Table 1.3 above (as described in Schedule 1 to the draft DCO and shown on the Work Plans to carry out the project);
- The project could affect relevant rights and/or relevant apparatus vested in or belonging to National Highways as SRN highway authority as a result of carrying out the authorised development, albeit in no circumstances would the Applicant interfere with such rights or apparatus in such a manner as to be to the serious detriment of the undertaking or operations carried out by National Highways as SRN Highway Authority for the reasons explained in paragraph 1.9;
- In the absence of powers for the Applicant to ultimately extinguish such rights and/or remove such apparatus, the Applicant could not guarantee that it could carry out the works as set out in Table 1.1 above; and
- Protective provisions have been included at Part 5 of Schedule 16 of the draft Order, which ensure that all appropriate steps must be taken by the Applicant to ensure works on the strategic road network are of the appropriate standard and the ability of National Highways to fulfil its statutory duties remains – see in particular paragraph 1.9.5.

1.13.5 For the purposes of this application, it is the Applicant’s case that in relation to the LTC Plots:

- Works associated with the project are necessary over LTC Plots listed in Table 1.3 above (as described in Schedule 1 to the draft DCO and shown on the Work Plans to carry out the project);
- The project could affect relevant rights and/or relevant apparatus vested in or belonging to National Highways as the LTC Undertaker in the LTC Plots as a result of carrying out the authorised development, albeit in no circumstances would the Applicant interfere with such rights or apparatus in such a manner as to

be to the serious detriment of the undertaking or operations carried out by the LTC Undertaker for the reasons explained in paragraph 1.11;

- In the absence of powers for the Applicant to ultimately extinguish such rights and/or remove such apparatus, the Applicant could not guarantee that it could carry out the works necessary to facilitate its vehicles at the junction between the LTC Project and Stanford Road/Heath Road; and
- Protective provisions have been included at Part 17 of Schedule 16 of the draft DCO which ensure that ~~there is an agreement in place between the LTC Undertaker and the Applicant~~the LTC Undertaker's prior approval has been obtained before such works are carried out – see in particular paragraph ~~4.11.30~~1.11.28.

1.13.6 Therefore, taking account of the nature of the proposed works and the inclusion of protective provisions in the draft DCO, the Applicant contends that specifically in relation to section 138, the Secretary of State can be satisfied that the rights of National Highways whilst potentially subject to extinguishment or removal, the powers to do so are necessary for the project to proceed but, nevertheless, the statutory undertaker's rights are adequately protected by the protective provisions.

Abbreviations

Abbreviation	Full Reference
AIS	Air Insulated Switchgear
AONB	Area of Outstanding Natural Beauty
BNG	Biodiversity Net Gain
CPRSS	Corridor and Preliminary Routeing and Siting Study Report
CSE	Cable Sealing End
DCO	Development Consent Order
DNO	Distribution Network Operators
EACN	East Anglia Connection Node
EIA	Environmental Impact Assessment
ES	Environmental Statement
ESO	Electricity System Operator
GIS	Gas Insulated Switchgear
GW	Gigawatts
kV	Kilovolt
NSIP	Nationally Significant Infrastructure Project
NETS	National Electricity Transmission System
NETS SQSS	National Electricity Transmission System Security and Quality of Supply Standard
NGET	National Grid Electricity Transmission
Ofgem	Office of Gas and Electricity Markets
PEIR	Preliminary Environmental Information Report
SOBR	Strategic Options Backcheck and Review
SPA	Special Protection Area
SSSI	Site of Special Scientific Interest

Glossary

Term	Description
Alignment	The proposed overhead line and underground cable route.
Ancient woodland	Land that has been continually wooded since at least 1600 in England. Regarded as 'irreplaceable habitat' in national planning policy and guidance. Ancient woodland greater than 2 ha is recorded on the Natural England Ancient Woodland Inventory.
Biodiversity	The variability among living organisms from all sources including terrestrial, marine and other aquatic ecosystems and the ecological complexes of which they are part: this includes diversity within species, between species and of ecosystems.
Biodiversity Net Gain	An approach for developments to ensure habitats for wildlife are left in a measurably better state than they were before the development.
Cable	An insulated conductor designed for underground installation.
Cable Sealing End compound	Electrical infrastructure used as the transition point between overhead lines and underground cables. A compound on the ground acts as the principal transition point.
Conservation Area	An area of special architectural or historic interest, the character or appearance of which it is desirable to preserve or enhance as defined in s69(1)(a) in the Planning (Listed Building and Conservation Areas) Act 1990.
Development Consent Order	A statutory instrument which grants consents and other rights to build a Nationally Significant Infrastructure Project, as defined by the Planning Act 2008.
Distribution Network Operator	Companies that own and operate the power lines and infrastructure that connect the National Grid network to individual properties.

Appendix A.

Class of Rights

Appendix A

Class of Rights

- A.1.1 **Class 1 (Compulsory Acquisition of Land)** – acquisition of all interests and rights in the land.
- A.1.2 **Class 2 (Compulsory Acquisition of Rights – Overhead Line)** – acquisition of rights by the creation of new rights, the imposition of restrictions or restrictive covenants, or the acquisition of existing rights or benefits of existing restrictions:
- with or without vehicles, plant and equipment to enter the land to construct the overhead electric line and thereafter to use, retain, inspect, maintain, repair, alter, renew and replace, decommission and leave in situ or remove;
 - with or without vehicles, plant and equipment to enter the land to fell, trim or lop trees and bushes which may obstruct or interfere with the rights sought by the undertaker;
 - with or without vehicles, plant and equipment to enter the land to access any adjoining land;
 - with or without vehicles, plant and equipment to enter the land to exercise the rights over and across any access route;
 - to require the landowner not to do or suffer anything to be done upon the land which may interfere with or cause damage to the overhead electric line, including without limitation impose clearance restrictions, not to erect any building or structure or allow any plant or tree to grow within the land, not to change the level of the surface, ground cover or composition of the land or do or allow to be done anything that may cause the level of the surface, ground cover or composition to be altered, not to drill, dig or break up the land;
 - to fly over, use on, and recover from the land robots, helicopters, drones, gadgets or similar devices either remote controlled or autonomous, including for the purposes of inspection and maintenance;
 - to construct and install land drains cut off drainage and/or run-off drainage systems (including all necessary supports) soakaways and attenuation ponds on the land, and thereafter to infill and/or retain and make use of, including from time to time to inspect, cleanse, maintain, repair, remove, decommission and leave in situ, reinstate, renew, alter and replace, the same;
 - to require the landowner not to do or suffer anything to be done upon the land which may interfere with the drainage systems, soakaways or attenuation ponds;
 - including without limitation not to erect any building or structure or allow any plant or tree to grow within the land insofar as it may interfere with the drainage systems, not to change the level of the surface, ground cover or composition of the land or do or allow to be done anything that may cause the level of the surface, ground cover or composition to be altered, not to drill, dig or break up the land;
 - to carry out any other works, including environmental mitigation, necessary or expedient to the land and listed in Schedule 1 of the 3.1 Draft Development Consent Order (Revision F); and

- to carry out any activities ancillary or incidental thereto.

A.1.3

Class 3 (Compulsory Acquisition of Rights – Underground Cable System) – acquisition of rights by the creation of new rights, the imposition of restrictions or restrictive covenants, or the acquisition of existing rights or benefits of existing restrictions:

- with or without vehicles, plant and equipment to enter the land to construct the underground cable system and thereafter to use, retain, inspect, maintain, repair, alter, renew and replace, decommission and leave in situ or remove;
- with or without vehicles, plant and equipment to enter the land to fell, trim or lop trees and bushes which may obstruct or interfere with the rights sought by the undertaker;
- with or without vehicles, plant and equipment to enter the land to access any adjoining land;
- with or without vehicles, plant and equipment to enter the land to exercise the rights over and across any access route;
- to require the landowner not to do or suffer anything to be done upon the land which may interfere with or cause damage to the underground cable system, including without limitation impose clearance restrictions, not to erect any building or structure or allow any plant or tree to grow within the land, not to change the level of the surface, ground cover or composition of the land or do or allow to be done anything that may cause the level of the surface, ground cover or composition to be altered, not to drill, dig or break up the land;
- to fly over, use on, and recover from the land robots, helicopters, drones, gadgets or similar devices either remote controlled or autonomous, including for the purposes of inspection and maintenance;
- to construct and install land drains cut off drainage and/or run-off drainage systems (including all necessary supports), soakaways and attenuation ponds on the land, and thereafter to infill and/or retain and make use of, including from time to time to inspect, cleanse, maintain, repair, remove, decommission and leave in situ, reinstate, renew, alter and replace, the same;
- to require the landowner not to do or suffer anything to be done upon the land which may interfere with the drainage systems, soakaways or attenuation ponds, including without limitation not to erect any building or structure or allow any plant or tree to grow within the land insofar as it may interfere with the drainage systems, not to change the level of the surface, ground cover or composition of the land or do or allow to be done anything that may cause the level of the surface, ground cover or composition to be altered, not to drill, dig or break up the land;
- to carry out any other works, including environmental mitigation, necessary or expedient to the land and listed in Schedule 1 of the 3.1 Draft Development Consent Order (Revision F); and
- to carry out any activities ancillary or incidental thereto.

A.1.4

Class 4 (Compulsory Acquisition of Rights – Overhead Line and Underground Cabling System) – acquisition of rights by the creation of new rights, the imposition

of restrictions or restrictive covenants, or the acquisition of existing rights or benefits of existing restrictions:

- with or without vehicles, plant and equipment to enter the land to construct the overhead electric line and/or the underground cable system and thereafter to use, retain, inspect, maintain, repair, alter, renew and replace, decommission and leave in situ or remove;
- with or without vehicles, plant and equipment to enter the land to fell, trim or lop trees and bushes which may obstruct or interfere with the rights sought by the undertaker;
- with or without vehicles, plant and equipment to enter the land to access any adjoining land;
- with or without vehicles, plant and equipment to enter the land to exercise the rights over and across any access route;
- to require the landowner not to do or suffer anything to be done upon the land which may interfere with or cause damage to the overhead electric line and/or the underground cable system, including without limitation impose clearance restrictions, not to erect any building or structure or allow any plant or tree to grow within the land, not to change the level of the surface, ground cover or composition of the land or do or allow to be done anything that may cause the level of the surface, ground cover or composition to be altered, not to drill, dig or break up the land;
- to fly over, use on, and recover from the land robots, helicopters, drones, gadgets or similar devices either remote controlled or autonomous, including for the purposes of inspection and maintenance;
- to construct and install land drains cut off drainage and/or run-off drainage systems (including all necessary supports) soakaways and attenuation ponds on the land, and thereafter to infill and/or retain and make use of, including from time to time to inspect, cleanse, maintain, repair, remove, decommission and leave in situ, reinstate, renew, alter and replace, the same;
- to require the landowner not to do or suffer anything to be done upon the land which may interfere with the drainage systems, soakaways or attenuation ponds, including without limitation not to erect any building or structure or allow any plant or tree to grow within the land insofar as it may interfere with the drainage systems, not to change the level of the surface, ground cover or composition of the land or do or allow to be done anything that may cause the level of the surface, ground cover or composition to be altered, not to drill, dig or break up the land;
- to carry out any other works, including environmental mitigation, necessary or expedient to the land and listed in Schedule 1 of the 3.1 Draft Development Consent Order (Revision F); and
- to carry out any activities ancillary or incidental thereto.

A.1.5

Class 4a (Compulsory Acquisition of Rights – Works for the Protection of Existing UKOP Apparatus Affected by the Authorised Development) –

acquisition of rights by the creation of new rights, the imposition of restrictions or restrictive covenants, or the acquisition of existing rights or benefits of existing restrictions:

- with or without vehicles, plant and equipment to enter the land to construct and install all above ground and below ground apparatus required for the protection of existing UKOP apparatus affected by the authorised development (including, but not limited to, permanent above ground monitoring apparatus) and thereafter to use, retain, inspect, maintain, repair, alter, renew and replace, decommission and leave in situ or remove;
- with or without vehicles, plant and equipment to enter the land to fell, trim or lop trees and bushes which may obstruct or interfere with the rights sought by the undertaker;
- with or without vehicles, plant and equipment to enter the land to exercise the rights over and across any access route;
- to require the landowner not to do or suffer anything to be done upon the land which may interfere with or cause damage to the apparatus constructed and installed for the protection of existing UKOP apparatus affected by the authorised development, including without limitation to impose clearance restrictions, not to erect any building or structure or allow any plant or tree to grow within the land, not to change the level of the surface, ground cover or composition of the land or do or allow to be done anything that may cause the level of the surface, ground cover or composition to be altered, not to drill, dig or break up the land but provided that in all cases nothing shall prevent the carrying on of normal agricultural operations to a maximum depth of 600mm below the finished ground level, including the growing of shallow rooted crops or the grazing of livestock;
- to carry out any other works, including environmental mitigation, necessary or expedient to the land and listed in Schedule 1 of the 3.1 Draft Development Consent Order (Revision F); and
- to carry out any activities ancillary or incidental thereto.

A.1.6

Class 5 (Compulsory Acquisition of Rights – Access) – acquisition of rights by the creation of new rights, the imposition of restrictions or restrictive covenants, or the acquisition of existing rights or benefits of existing restrictions:

- of way with or without vehicles, plant and equipment at all times over the land;
- to remove any buildings, structures, pylons, apparatus, equipment, and vegetation from that land;
- to require the landowner not to do or suffer anything to be done upon the land which may interfere with the undertaker's access, including without limitation not to erect any building or structure or allow any plant or tree to grow within the land, not to change the level of the surface, ground cover or composition of the land or do or allow to be done anything that may cause the level of the surface, ground cover or composition to be altered, not to drill, dig or break up the land;
- to require the landowner not to do or suffer anything to be done upon the land which may interfere with sight lines associated with the undertaker's access, including without limitation not to erect any building or structure or allow any plant or tree to grow within the land insofar as it may interfere with sight lines, not to change the level of the surface, ground cover or composition of the land or do or allow to be done anything that may cause the level of the surface, ground cover or composition to be altered, not to drill, dig or break up the land;
- to construct, use or maintain works (including the provision of means of access);

- to construct and install land drains cut off drainage and/or run-off drainage systems (including all necessary supports), soakaways and attenuation ponds on the land, and thereafter infill and/or to retain and make use of, including from time to time to inspect, cleanse, maintain, repair, remove, decommission and leave in situ, reinstate, renew, alter and replace, the same;
- to require the landowner not to do or suffer anything to be done upon the land which may interfere with the drainage systems, soakaways or attenuation ponds, including without limitation not to erect any building or structure or allow any plant or tree to grow within the land insofar as it may interfere with the drainage systems, not to change the level of the surface, ground cover or composition of the land or do or allow to be done anything that may cause the level of the surface, ground cover or composition to be altered, not to drill, dig or break up the land; and
- to carry out activities ancillary thereto.

A.1.7

Class 6 (Compulsory Acquisition of Rights – Drainage) – acquisition of rights by the creation of new rights, the imposition of restrictions or restrictive covenants, or the acquisition of existing rights or benefits of existing restrictions:

- with or without vehicles, plant and equipment to enter the land to construct and install land drains, cut off drainage and/or run-off drainage systems (including all necessary supports), soakaways and attenuation ponds on the land and the means of access to them;
- thereafter to infill and/or make use of, including from time to time to inspect, cleanse, maintain, repair, remove, decommission and leave in situ, reinstate, renew, alter and replace, the same (including the means of access);
- to remove any buildings, structures, pylons, apparatus, equipment, and vegetation from that land;
- to carry out activities ancillary thereto; and
- to require the landowner not to do or suffer anything to be done upon the land which may interfere with the drainage systems, soakaways or attenuation ponds, including without limitation not to erect any building or structure or allow any plant or tree to grow within the land insofar as it may interfere with the drainage systems, not to change the level of the surface, ground cover or composition of the land or do or allow to be done anything that may cause the level of the surface, ground cover or composition to be altered, not to drill, dig or break up the land.

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