

THE SOUTHERN GAS NETWORKS PLC (KINGSFERRY GAS PIPELINE REPLACEMENT
PROJECT) COMPULSORY PURCHASE ORDER 2023

STATEMENT OF EVIDENCE

OF

DAVID BACKHOUSE of DALCOUR MACLAREN

1 QUALIFICATIONS AND EXPERIENCE

- 1.1 My name is David Backhouse BSc (Hons) MRICS. I graduated from the Royal Agricultural University in 2018 with 1st class honours in Rural Land Management (RICS Accredited) and joined Dalcour Maclaren in 2018 and have held a number of roles prior to my current role as Associate Surveyor.
- 1.2 I joined Dalcour Maclaren as a Graduate Surveyor in the Power Team and worked on a number of major projects for an electricity Distribution Network Operator client, including a compulsory purchase order in Berkshire. I qualified as a Chartered Surveyor in 2020, then undertook secondment role with HS2 on utility diversions, mainly worked on electricity and gas diversions. In 2022, I became the client manager for SGN, overseeing the delivery of projects across SGN's operational area. Other experience includes work undertaken on a compulsory purchase order in Hampshire, a pipeline development consent order in North Lincolnshire and an electricity development consent order in Lincolnshire.

2 INTRODUCTION AND SCOPE OF EVIDENCE

- 2.1 My role as Dalcour Maclaren's project lead for land rights acquisition commenced in October 2022. At this stage the project had agreed 8 heads of terms with affected interests. The project had also undertaken initial land referencing in preparation to make a compulsory purchase order. This activity was paused prior to my involvement due to the need to clarify environmental considerations on the project. My involvement includes providing advice on strategies for voluntary land rights acquisition, advice on land referencing, and advice on compulsory acquisition and compensation.
- 2.2 The Kingsferry Gas Pipeline Replacement Project to which the Southern Gas Networks plc (Kingsferry Gas Pipeline Replacement Project) Compulsory Purchase Order 2023 (Order) (CD 1) relates is a program of works for (1) the construction and operation of a new gas pipeline under the river Swale between mainland Kent and the Isle of Sheppey (New Pipeline) and (2) the decommissioning of the existing intermediate gas pipeline (Existing Pipeline) suspended beneath the superstructure of the Kingsferry Bridge over the river Swale, and (3) associated works (Project).
- 2.3 Dalcour Maclaren were appointed to provide property and land agency services to SGN by direct award in 2018, through an existing land agency framework contract.

Other members of the Dalcour Maclaren team include:

- James Cattermole* (2018 – 2022) – Associate Director
- Ellie Dakin (2020 – 2022) – Senior Surveyor
- Grace Wood-Lofthouse* (2022 – 2022) – Senior Surveyor
- Caitlin Bennett* (2019 – 2023) – Graduate Surveyor
- Martin Stanning* (2018 – 2020) – Graduate Surveyor
- Molly Aaron (2023 – Present) – Graduate Surveyor
- Oliver Kerr (2022 – Present) – Associate Land Referencer
- Sean Condie (2023 – present) – Land Referencer

*no longer employed by Dalcour Maclaren.

2.4 I have studied publicly available information on properties that I have not been able to inspect and have considered the objections and representations that have been submitted.

2.5 This statement is one of four statements of evidence on behalf of SGN and I refer to the statements of evidence of the following:

- Rasika Amarasinghe – Project need and alternatives
- Simon Thurlow – Project engineering
- Allison Pritchard – Planning, Consenting and Ecology

2.6 In this statement of evidence I will consider the following:

Section 3 – Description of the Order Land: A description of the land that is affected by the Order (**CD 1**);

Section 4 – Lands and Rights Required: A consideration of the lands and rights sought under the Order (**CD 1**);

Section 5 – Acquisition Strategy: A commentary regarding the strategy adopted to acquire rights;

Section 6 – Status of negotiations: Negotiations to date with landowners;

Section 7 – Compliance with CPO Guidance (**CD 27**); and

Section 8 – Consideration of objections: A response to the objections that have been received to the Order, insofar as they relate to the acquisition of rights.

3 DESCRIPTION OF THE ORDER LAND

3.1 All the land included in the Order (**CD 1**) is subject to acquisition of new rights in land (shown in blue on the Order Map (**CD 2**) only. No land is proposed to be subject to freehold acquisition.

3.2 The Order Land comprises three main parts and is shown on the Order Map (**CD 2**):

- (a) The first part is on the Isle of Sheppey side, where the land is a mixture of scrub, grass and marsh land reaching down to the shoreline of the river Swale.
- (b) The second part is the Kingsferry Bridge within which the Existing Pipeline serving the Isle of Sheppey runs.
- (c) The third part is on the mainland side, where the land is a mixture of scrub, grass land, marsh land and farmland. Through this part of the Order Land runs part of the highway known as Ridham Dock Road which extends off Old Ferry Road to the west of the A249/Sheppey Way, under the Kingsferry Bridge and along the route of the foreshore to various industrial and commercial premises.

3.3 In addition, there are also several plots of land through which New Pipeline apparatus will be drilled under the river Swale.

3.4 A plan showing the route for the New Pipeline is set out below at **Appendix 2**, which also shows,

land over which access is required along with areas of land for construction compounds, pipeline stringing and other ancillary uses required to facilitate the Project.

3.5 Within the Order (**CD 1**) each plot is more fully described in column 3 of Table 1 in the schedule of new rights to be acquired. This notes the extent, description and situation of the land in each plot.

3.6 Works have been undertaken on parts of the Order Land (both on the Isle of Sheppey and the mainland) by Southern Water Services Limited (**Southern Water**) to construct its Sheppey Pipeline Project between November 2022 and August 2023. The Southern Water works comprised HDD works with compounds on both the island and mainland sides. The works have now been completed, albeit there are still several compounds in situ that require remediation by Southern Water.

4 LAND AND RIGHTS REQUIRED

4.1 SGN is taking a proportionate approach to compulsory acquisition and, rather than seeking to acquire the freehold title, is only seeking to acquire new rights over the Order Land. The Project can be delivered using rights only due to the nature of the works and apparatus which do not require freehold acquisition.

4.2 The new rights sought have been separated into 'packages' based on their purpose and applied to specific plots, as appropriate. The rights packages have been tailored in this way to ensure that a proportionate approach is taken, and the impact for affected landowners and occupiers is limited so far as reasonably practicable. Accordingly, if a plot is only required in order to facilitate limited works, the relevant rights package is sought in relation to that land.

4.3 The rights packages are defined in full in the Order (**CD 1**) but may be summarised as follows:

Name of Rights Package	Rights
Pipeline Construction Rights	All rights necessary for the purposes of or incidental to the construction of the New Pipeline and associated infrastructure / apparatus / equipment.
Pipeline Rights	All rights necessary to access the Order Land at all times with or without vehicles, plant and equipment to use, retain, inspect, maintain, repair, alter, renew, replace, operate and to render unusable and remove the New Pipeline and associated infrastructure; and a full right of shelter and protection and vertical and lateral support for the benefit of the New Pipeline and associated infrastructure / apparatus / equipment from the land.
Working Area Rights	All rights necessary to erect, create, use and vacate a working area for the purposes of or incidental to the construction of the New Pipeline and associated infrastructure / apparatus / equipment or the decommissioning of the Existing Pipeline and associated infrastructure / apparatus / equipment
Access Rights	All rights necessary at all times to access the land and adjoining land with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel for the

	purposes of using, retaining, inspecting, maintaining, repairing, altering, renewing, replacing, operating, and removing the New Pipeline and decommissioning the existing pipeline and accessing the foreshore and erecting temporary scaffolding.
Decommissioning Rights	All rights necessary to decommission the Existing Pipeline and associated infrastructure / apparatus / equipment on the land.
Drilling Rights	All rights necessary for the purposes of or incidental to the construction of the New Pipeline and associated infrastructure / apparatus / equipment and rights.

4.4 These different rights are fully described in the Order (**CD 1**) and the specific rights being sought in relation to the Order Land are identified on a plot-by-plot basis in column 4 of Table 1 of the Order schedule.

4.5 In summary SGN have sought to minimise the extent of the rights required to that which is necessary to ensure delivery of the Project. SGN have separated the rights that it seeks to acquire into bespoke ‘packages’ necessary to enable the delivery of the Project so as to minimise any potential impacts on affected parties as much as is reasonably practicable.

5 ACQUISITION STRATEGY

5.1 SGN's preference is to secure land rights on a voluntary basis. To that end, it sought to engage with affected persons as early as possible, to explain the requirements of the Project and the rights sought; understand any concerns from the affected landowners; and provide the opportunity for questions and feedback.

5.2 A land referencing exercise was undertaken to identify affected landowners in July 2021 (and then again in 2023) whereafter a program of landowner engagement commenced with each landowner and/or their professional advisors as set out in the Schedule of Engagement at **Appendix 1**. The project commenced land referencing activity in 2021 due to acquisition of land rights by compulsion being necessary to ensure delivery of the project. However, due to the need to appropriately work through environmental requirements and remove any potential impediments to the scheme, the Project paused activity to progress the compulsory purchase process, whilst continuing to negotiate voluntary agreements with persons with an interest in land affected by the Project. Once the necessary environmental requirements were satisfied (see the Statement of Allison Pritchard), the Project undertook the land referencing exercise a second time to ensure information remained accurate and correct.

5.3 The majority of landowners understand the requirement for the Project and no objections have been raised to Dalcour Maclaren about the Project itself.

5.4 Land referencing began in 2018 by obtaining land registry (**HMLR**) title data. Title interrogation then commenced in 2021 and was incorporated by reviewing these land titles to determine any persons/companies with rights interests within the scheme. Land Interest Questionnaires (**LIQs**) were then sent out to all land interests before this process was paused between 2021 and early 2023. At the resumption of the land rights acquisition process, land registry data was refreshed to determine if there were any changes in ownership to any titles within the scheme. Title interrogation was also reviewed to reflect any of the changes in title ownership. We created

unregistered land parcels for any land that is not found registered on HMLR and created unknown ownership and rights interests for these parcels. Additionally, data was obtained to determine any other land interests and Atkins utility data, Council/Highways data, environmental data (amongst others) were duly interrogated. Dalcour Maclaren sent out request for information documents in the form of LIQs to any new interests while Confirmation Schedules were sent out to contacts who were previously sent out LIQs in 2021 in an attempt to reconfirm their interests. Any unregistered land was subjected to the placement of site notices to request any persons claiming ownership of the land to come forward and provide evidence of ownership and these were monitored on site for 6 weeks. Following the LIQs and Confirmation Schedules, we sent out reminder letters while also completing email and phone chasers with a minimum of three attempts for the contacts on the project to confirm their interests. Throughout the request for information activity, we processed the returned documents, updating our system with any changes as provided/requested. Once we had undertaken the request for information, we created the plots and excluded all interests not relevant to the individual Order plots. Once completed, we created the Order schedule and plans in preparation for making the Order .

5.5 Initial engagement took place with landowners in 2018 whereby the project was introduced to freehold interests and non-intrusive survey access was verbally agreed with all parties. Following design refinement, heads of terms for the necessary land rights to deliver the project were initially issued in 2021. Following the initial period of survey access, Dalcour Maclaren engaged with SGN on the land rights objectives for the Project. These comprised securing permanent easements via option agreements for pipeline assets, and options for licence agreements for temporary working areas. A compensation budget was produced prior to issuing heads of terms, which set out minimum and maximum expected payments per interest. Where permanent rights were required as well as working area rights, the amount was included in the overall agreement consideration

5.6 . Dalcour MacLaren will continue to seek agreement with landowners in parallel to the CPO process and those efforts will continue in the event that the Order (**CD 1**) is confirmed, given SGN's preference to reach voluntary agreements where possible, rather than relying on powers of compulsory acquisition.

6 STATUS OF NEGOTIATIONS

6.1 As noted above, negotiations with landowners and their agents have been ongoing since July 2021. As a result of SGN's engagement and negotiations with affected parties, the offer of an option agreement for easement has been accepted by a number of landowners.

Current position on land negotiations	
Number of Landowners ¹	14
Heads of Terms agreed	12

¹ These are the freehold landowners whose land is affected by the Project being: (1) John Nicholas Plumptre; (2) National Highways Limited; (3) Kent County Council; (4) Queenborough Fishery Trust; (5) Kevin Witt, Steven John Moss, Dennis Frank Hills & Nicholas Crittenden as Trustees of the Kingsferry Boat Club; (6) Knauf UK GmbH; (7) Dooba Investments III Limited; (8) Outback UK Propco I A Limited; (9) E.J. Mackelden & Sons (Bobbing) Limited; (10) Port of Sheerness Limited; (11) the Attwoods; (12) E.J.N's Property Investments Limited; (13) E.C.T. (Conservation) Limited; and (14) Network Rail.

Option agreements exchanged ²	6
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6.2 Heads of Terms have been agreed with all landowners except:

- (a) Stephen William Attwood, Lilian Joyce Attwood, James Frank Attwood (the **Attwoods**); and
- (b) Network Rail Infrastructure Limited (**Network Rail**).

6.3 SGN has not negotiated terms with the Attwoods who have sold their interest to EJM's Property Investments Limited (the transfer has not as at the date of this Statement been registered at HM Land Registry). SGN has engaged with EJM's Property Investments Limited as the reputed owner.

6.4 An overarching Licence for Gas Pipelines and Agreement for Standard Conditions dated 7 March 2024 (**NR Licence**) between SGN and Network Rail provisions for the removal of the Existing Licence. To do this SGN must give NR not less than 12 months' prior written notice expiring on the anniversary of 1 January 2009 and before the expiry of that notice SGN must:

- (a) remove the relevant pipeline;
- (b) execute any works for the protection of Network Rail's railway as Network Rail require; and
- (c) comply with Network Rail's engineering conditions that are set out in the NR Licence.

On the basis that the removal of the Existing Pipeline is provided for in the NR Licence SGN have not negotiated terms for an option agreement with Network Rail.

Landowners with whom there has been no agreement

6.5 Despite ongoing negotiations, SGN has been unable to reach a voluntary agreement with 7 freehold landowners³. However, it should be noted that of those, only 2⁴ have objected to the Order (**CD 1**).

6.6 The landowners with whom there has been no agreement yet, have not subsequently disposed of their freehold interest and who have not objected are set out below.

6.7 EJM's Property Investments Limited (Plot numbers 51-52, 63-68 and 72-82), National Highways Limited (Plot Numbers 2-27, 30, 53, 55, 58-62 and 69) and the Kingsferry Boat Club represented by Kevin Witt, Steven John Moss, Dennis Frank Hills and Nicholas Crittenden (Plot Numbers 36-38): SGN sought to reach an agreement to purchase a permanent easement from the landowners on a voluntary basis. As part of the negotiations SGN has made fair offers to acquire the rights based on comparable evidence of similar agreements across the country.

² Only 10 option agreements are required. This is because (i) Dooba Investments III Limited and the Attwoods have now disposed of their freehold interests; (ii) pursuant to the terms of the NR Licence no option agreement is required; and (iii) Knauf UK GmbH and Outback UK Propco I A Limited are joint landowners and will enter into a joint agreement.

³ Those landowners are: (1) National Highways Limited; (2) Kevin Witt, Steven John Moss, Dennis Frank Hills & Nicholas Crittenden as Trustees of the Kingsferry Boat Club; (3) Knauf UK GmbH; (4) Dooba Investments III Limited; (5) Outback Propco I A Limited; (6) the Attwoods; and (7) EJM's Property Investments Limited.

⁴ (1) Knauf UK GmbH and (2) Outback Propco I A Limited.

Negotiations are ongoing to ascertain if settlement can be agreed. These landowners have not objected to the Order (**CD 1**) and have raised no concerns regarding the principle of the Project or the principle of entering into voluntary easements.

- 6.8 The following landowners have objected to the Order (**CD 1**). I consider their objections in more detail in Section 8 below.
- 6.9 Outback UK Propco I A Limited Plot numbers (34-36 and 46) and Knauf UK GMBH (Plot numbers (34-36 and 38-47). These landowners have objected to the Order (**CD 1**). Notwithstanding efforts to conclude a voluntary agreement, at the date of this Statement it has not proved possible to reach an agreement that is mutually acceptable to both parties, albeit that SGN continues to be open to reaching such agreement and the parties continue to engage.
- 6.10 **Unknown Owners:** There are a number of plots (Plots 9, 13, 16, 19, 20, 22, 28-35, 53-55, 62-64, 69-71, 75, 78 and 82) where despite reasonable endeavours and posting site notices, it has not been possible to identify the landowner. The Compulsory Purchase Code provides a mechanism for dealing with unknown owners which SGN will follow when implementing the Order (**CD 1**).
- 6.11 **Other Matters:** The Inspector raised a further request within the Pre-Inquiry Note dated 20th February 2024 for the Acquiring Authority to clarify the position on engagement with 5 parties. The table below outlines the current position:

Party Name	Current position on engagement
Kevin Witt, Steven John Moss, Dennis Frank Hills, Nicholas Crittenden (Kingsferry Boat Club)	Heads of Terms for an Option for Easement were agreed with the Kingsferry Boat Club on 4 th March 2024. The latest engagement was 9 th April 2024.
The Long Reach Ski Club Ltd	The Long Reach Ski Club Ltd are understood to occupy the land contained within plot 1. Engagement took place with this party as part of the land referencing process undertaken in 2023. The latest engagement was an email to update the party on the status of the project, dated 8 th April 2024.
Queenborough Fishery Trust	Negotiations commenced in July 2021. Heads of Terms were agreed on 31 May 2022 and an option agreement for the grant of rights was exchanged on 27 April 2023.
Queenborough Harbour Trust C.I.C.	Queenborough Harbour Trust plc are understood to hold a leasehold interest in

	and occupation of plot 56. ⁵ The freehold interest for plot 56 is owned by Queenborough Fishery Trust. Engagement took place Queenborough Harbour Trust C.I.C. as part of the land referencing process in 2023. The latest engagement was an email to update the party on the status of the project dated 9 th April 2024.
Heathcote Holdings Group	The Acquiring Authority understands that Countrystyle Recycling Limited are a part of Heathcote Holdings Group. All engagement with any representative of Heathcote Holdings Group has therefore been in respect of Countrystyle Recycling Limited. The latest engagement was an email giving an update on the status of the project dated 9 th April 2024.

7 COMPLIANCE WITH CPO GUIDANCE (CD 27)

7.1 In developing the Order (**CD 1**) and in dealing with the land issues SGN, their legal team and Dalcour Maclaren as their land agents have had regard to legislation and government guidance as set out in the document Compulsory Purchase Process and the Crichel Down Rules: Guidance (MHCLG July 2019) (**CD 27**). I set out below a more detailed consideration of some of the key elements of the guidance and how SGN have followed these in the context of land agency matters. Much of the guidance is procedural and I have not sought to consider these elements in this statement.

CPO Guidance paragraph 2 (CD 27):

7.2 *The confirming authority will expect the acquiring authority to demonstrate that they have taken reasonable steps to acquire all of the land and rights included in the Order (**CD 1**) by agreement. Where acquiring authorities decide to/arrange to acquire land by agreement, they will pay compensation as if it had been compulsorily purchased, unless the land was already on offer on the open market.*

7.3 SGN consider that there is a compelling case in the public interest to deliver the Project and the background to this is set out in the Statement of Evidence of Mr Amarasinghe. The use of Compulsory Purchase Powers is justified so as to secure the necessary land rights to enable the delivery of the Project in a timely manner and for a reasonable cost.

7.4 Dalcour Maclaren have adopted an orthodox approach to locating landowners using Land Registry information, other publicly available information and direct contact with landowners and their agents to compile the schedule of land interests. Public notices have been placed where

⁵ Queenborough Harbour Trust C.I.C. are also noted as a 'reputed lessee' of plots 19 and 53 in the Order Schedule. This is due to their having a neighbouring interest in those plots and Dalcour Maclaren's practice of recording such neighbouring interests as being reputed interests to plots with unknown ownership unless they expressly confirm that they do not have an interest.

ownership has not been found and the standard unknown owners procedures followed.

- 7.5 Affected landowners have been contacted by Dalcour Maclaren and appropriate offers to acquire the rights for delivery of the Project by voluntary means have been made. A Schedule of Engagement made is set out in **Appendix 1** and in the Statement of Case. The offers were based upon an estimate of the likely compensation that each land interest holder would receive was made based upon the compensation code and the offers made were based upon the compensation assessment. As such, SGN have made reasonable steps to acquire the necessary rights by agreement.
- 7.6 *Compulsory purchase is intended as a last resort to secure the assembly of all the land needed for the implementation of projects. However, if an acquiring authority waits for negotiations to break down before starting the compulsory purchase process, valuable time will be lost. Therefore, depending on when the land is required, it may often be sensible, given the amount of time required to complete the compulsory purchase process, for the acquiring authority to plan a compulsory purchase timetable as a contingency measure and initiate formal procedures.*
- 7.7 As set out above, landowners were first contacted in 2021 to negotiate voluntary agreements, before the Order (**CD 1**) was made in October 2023. SGN sought to negotiate agreements both before and in parallel to undertaking the work to make a Compulsory Purchase Order and SGN has continued to seek voluntary agreement with landowners since the Order (**CD 1**) had been made.
- 7.8 Key elements to developing a CPO are that the land and rights to be acquired must be necessary to deliver the Project. SGN have developed a Project that requires no freehold acquisition of land and the acquisition of rights has been limited to that which is necessary to deliver the Project and ensure the maintenance of the apparatus in the long term.
- 7.9 The scheme design was discussed with all landowners, while some highlighted concerns, ultimately no changes were made to the design of the Project as a result of landowner concerns. These were either dealt with by including additional clauses in voluntary consents, or landowner concerns were alleviated by discussion.
- 7.10 *In order to reach early settlements, public sector organisations should make reasonable initial offers, and be prepared to engage constructively with claimants about relocation issues and mitigation and accommodation works where relevant etc.*
- 7.11 SGN have made reasonable offers and have undertaken negotiation with landowners considering counter proposals such that agreement can be reached within the parameters of the guidance.

8 CONSIDERATION OF OBJECTIONS

- 8.1 As set out above, eight interest holders have objected to the Order (**CD 1**), I set out the objectors and the Order plots in which they hold a land interest below.
- (a) **Objection 1:** Southern Water in respect of Plot Nos. 1-4, 6, 7, 9-14, 16, 17, 20-27, 32, 34, 36-44, 45, 47, 48, 53, 54, 57, 59, 62, 64-67, 69-80 and 83 (**CD 37**);
- (b) **Objection 2:** Network Rail in respect of Plots Nos. 31-35, 37-44, 48, 49, 54, 55, 62, 64, 69 and 70 (**CD 38**);
- (c) **Objection 3:** Outback in respect of Plot Nos. 34-36 and 46 (**CD 39**);

- (d) **Objection 4:** Knauf in respect of Plot Nos. 34-36 and 38-47 (**CD 40**);
- (e) **Objection 5:** Countrystyle Recycling Ltd (**Countrystyle**) in respect of Plot Nos. 36 and 46 (**CD 41**);
- (f) **Objection 6:** Grovehurst Energy Limited (subsidiary of D.S. Smith Group) (**Grovehurst**) in respect of Plot Nos. 36 and 46 (**CD 42**);
- (g) **Objection 7:** Manweb Nomineeco Limited (**Manweb**) in respect of Plot Nos. 36 and 46 (**CD 43**); and
- (h) **Objection 8:** Ridham Sea Terminals Limited (**RST**) in respect of Plot Nos. 36 and 46 (**CD 44**).

8.2 Plans showing the land interests of the eight objectors can be found at Appendix 4 to Mr Thurlow's Statement of Evidence.

8.3 There are a number of similar themes raised in the objections that are common to all the objectors and some are more specific. I address the objections, insofar as they relate to my evidence. I consider the areas of objection as set out with the details of interest holders who have raised the ground of objection in the table below:

Objection	Interest holder
Objection relating to impacts on statutory undertaker apparatus	<ul style="list-style-type: none"> • Network Rail • Southern Water
Objection relating to maintenance of access for the duration of the Works affecting Ridham Dock Road	<ul style="list-style-type: none"> • Outback • Knauf • Countrystyle • Grovehurst • Manweb • RST

Responses to objections relating to impacts on statutory undertaker apparatus

Network Rail

8.4 The Statement of Evidence of Mr Simon Thurlow sets out the interactions between Network Rail apparatus and the Project.

8.5 Network Rail and SGN have entered into a basic asset protection agreement which will enable Network Rail to determine whether any protective works are required and any further engineering conditions to be complied with by SGN. The parties have also agreed to entered into an agreement which provides for the protection of Network Rail assets and regulates the ongoing relationship between the parties which has allowed Network Rail to withdraw its objection to the Order (**CD 1**). The agreement has been executed by SGN and is with Network

Rail for execution.

- 8.6 The parties will therefore continue to collaborate to ensure that Network Rail's interests are protected but that the Project can proceed as anticipated.

Southern Water

- 8.7 The Statement of Evidence of Mr Simon Thurlow sets out the interactions between Network Rail apparatus and the Project.
- 8.8 In its objection, Southern Water notes that it has apparatus in proximity to the Order Land. In particular, it contends that the Order Land is located near to Southern Water's Queensborough Wastewater Treatment Works and they need to ensure that their access to this site and pumping station is maintained in perpetuity and without impediment.
- 8.9 The Project Works are located 1.3km from the Queensborough Wastewater Treatment Works (as shown shaded blue in Figure 1 and will not affect Southern Water's access.



Figure 1: Location of Queensborough Wastewater Treatment Works in relation to the Order Works

- 8.10 Figure 2 shows the extent of Southern Water assets within the red-line boundary of the Order Land. On 6 December 2023, SGN's solicitors Addleshaw Goddard LLP approached Southern Water in order commence negotiations of an asset protection agreement to secure the necessary protections of Southern Water's apparatus in anticipation of Southern Water removing its objection to the Order (**CD 1**). A draft agreement was circulated by Southern

Water's solicitors on 26 March 2024 and as at the date of this Statement the parties are actively and positively negotiating the terms of this agreement with a view to its early completion.

Responses to objections relating to maintenance of access for the duration of the Works affecting Ridham Dock Road

- 8.11 The remaining objectors have expressed concern in relation to the acquisition of rights by SGN affecting their ability to use Ridham Dock Road. Ridham Dock Road is a private road jointly owned by Outback and Knauf. It is located on the mainland and extends off Old Ferry Road to the west of the A249/Sheppey Way, under the Kingsferry Bridge and along the route of the foreshore to the north-western border of the industrial estate known as Ridham Dock (**Northern Route**) (shown in Figure 3 below). Ridham Dock is also accessible from the south via Swale Way (**Southern Route**) (shown in Figure 4 below).



Figure 8: Northern Route

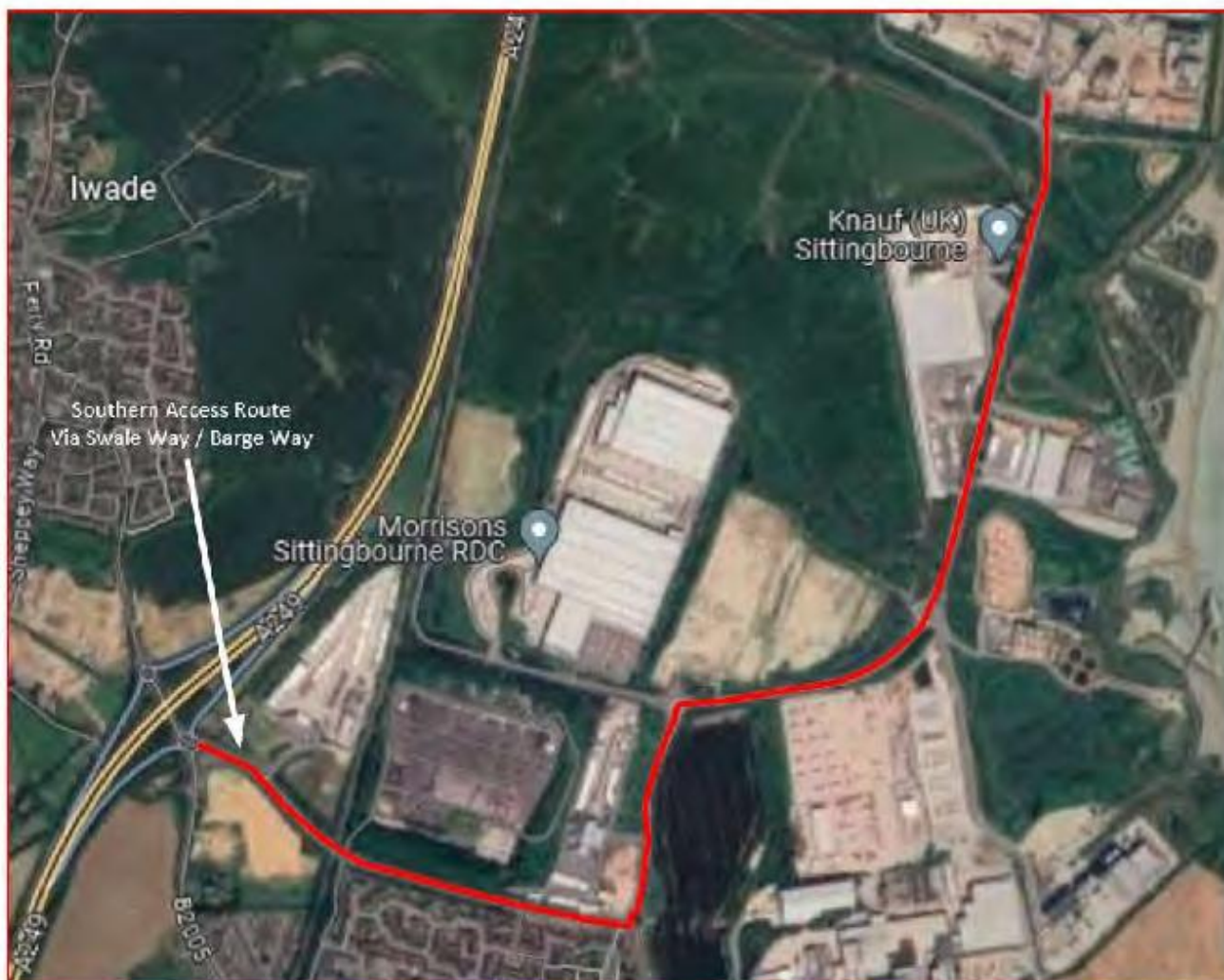


Figure 9: Southern Route

8.12 The Statement of Evidence of Mr Thurlow sets out the scope and timeline of the highway improvement works to be undertaken at the A249 to the west of Sittingbourne by Kent County Council (**KCC Works**).

8.13 The remaining objectors in relation to Ridham Dock Road received the following engagement:

Date	Engagement
13 th December 2023	Letter acknowledging receipt of the objection, outlining SGN's intention to address the issues raised.
22 nd December 2023	Letter addressing traffic management issues.
18 th January 2024	Letter offering an in-person meeting to discuss key issues and traffic management plan.
6 th February 2024	Email informing that the meeting will now be via MS Teams and meeting invitation.
12 th February 2024	MS Teams meeting with S Thurlow (SGN) and D Backhouse (Dalcour Maclaren).
12 th February 2024	Follow up email providing slides and confirming key points discussed in the meeting.
9 th April 2024	Email to provide a brief update on the status of the Project.

Manweb

8.14 In addition, SGN note that Manweb has referred to the impact of the Project on Ridham Dock Road itself (not just in conjunction with KCC's highway works), and there being no alternative means of access or proposals for access during construction of the Project for Manweb and the tenants of its property. SGN note that throughout any period of restricted access along Ridham Dock Road, alternative access to properties will always be available via the Southern Route, and hence during any short period of restricted access along Ridham Dock Road there shall at all times be a suitable alternative access available to Manweb and its tenants (as was the case during the recent (far longer) 11 months of restricted access along Ridham Dock Road caused by Southern Water's pipeline replacement project).

8.15 Manweb express concern that at no time has SGN sought to afford Manweb an opportunity to comment on the Order (**CD 1**) prior to its making and/or discuss whether a solution could be found (e.g. an agreement for temporary use and works) that would ensure continuity of access to its property. Manweb were first contacted by Dalcour Maclaren via a request for information letter (which included an explanation of the project) on the 7th of July 2023. As no response was received, further letters were issued on the 31st of July 2023, the 15th of August 2023 and the 4th of September 2023. No response was received to any of these letters and no concerns raised with regards to access raised. SGN however again reiterate that suitable access to Manweb's property will at all times be available during any period of restricted access along Ridham Dock Road, and notes this will be for a far shorter programmed period than was the case with the recent access restrictions imposed as a result of Southern Water's pipeline replacement project.

8.16 Manweb also assert that SGN has failed to consider alternatives such as temporary use and works. This indicates that Manweb had not at first fully understood the nature of SGN's proposals, as SGN had only ever proposed temporarily closing access to Ridham Dock Road. SGN has carefully considered alternatives and the package of rights it requires to deliver the Project. A short period of access restrictions is necessary to ensure the essential pipeline replacement works can safely and efficiently proceed, but these will be carried out in careful consultation with affected third parties to mitigate the transportation impact of the Project on highway users.

RST

8.17 RST have requested that either the Northern Route always remain open, or an alternative suitable means of access be provided by SGN to its property, thereby alleviating the impact of the Project on its operations.

8.18 SGN note that access was recently restricted along Ridham Dock Road to facilitate Southern Water's pipeline replacement project for a far longer 11-month period, as opposed to the short 8-weeks of access restrictions which SGN will require to facilitate the Project. Affected businesses, including RST, continued to operate throughout Southern Water's period of access restrictions due to access being available at all times from the south and Swale Way off the A249. This would similarly be the case during any period of restrictions required by SGN.

9 SUMMARY AND CONCLUSIONS

9.1 In summary, SGN have taken a proportionate approach in seeking to acquire rights over land rather than freehold acquisition. Where SGN requires rights over land it has separated them into the 'packages' of rights necessary to deliver the Project, in an effort to minimise impacts on affected interest holders. SGN has engaged with affected persons for a considerable period of time; has sought to acquire necessary rights through voluntary agreements and relies on compulsory purchase powers as a last resort.

9.2 Dalcour Maclaren have been in contact with interest holders since 2021 with negotiations for voluntary agreements ongoing since that time, As a result of negotiations, 6 landowners have agreed to enter a deed on a voluntary basis.⁶ Of the remaining 8 landowners, agreement has not been reached with 5 and no agreement is needed for the remaining 3 because they have either disposed of their interest or, in the case of Network Rail, there is the NR Licence already in place⁷.

9.3 There have been eight objections to the Order (**CD 1**). Negotiations continue to take place with those objectors to enable them to remove their objections.

10 DECLARATION

10.1 I confirm that the opinions expressed in this statement of evidence are my true and professional opinions.

⁶ Those landowners are: (1) John Nicholas Plumpton; (2) Kent County Council; (3) Queenborough Fishery Trust; (4) E.J. Mackelden & Sons (Bobbing) Limited; (5) Port of Sheerness Limited; and (6) E.C.T. (Conservation) Limited.

⁷ Please see footnotes at paragraph 6.1 explaining why only 10 agreements are required with the freehold landowners.

Signed:

A handwritten signature in black ink, appearing to be 'D. Paul', followed by a long horizontal line extending to the right.

Dated: 9 April 2024

APPENDICES:

- Appendix 1: Updated landowner engagement schedule
- Appendix 2: New Pipeline Route

Appendix 1: Updated landowner engagement schedule

Plot	Plot Owner	Status of Negotiations
1; 19; 53	John Nicholas Plumptre	Negotiations commenced in March 2022. Heads of Terms were agreed on 1 August 2022 and an option agreement for the grant of a licence was exchanged on 22 August 2023.
2; 3; 4; 5; 6; 7; 8; 9; 10; 12; 13; 15; 16; 17; 18; 19; 20; 21; 22; 23; 25; 30; 53; 62	National Highways Limited	Negotiations commenced in July 2021 and Heads of Terms were agreed on 5 August 2022. Documents have been issued to National Highways Limited's solicitors and negotiations on the final form of documentation are ongoing. The latest correspondence between the project and National Highways Limited was an e-mail to National Highways Limited's in-house Case Manager on 8 th April 2024.
9; 11; 13; 14; 20; 22; 24; 26; 27; 28; 29; 30; 31; 32; 34; 54; 55; 58; 59; 60; 61; 62; 69	Kent County Council	Negotiations commenced in July 2021. Heads of Terms were agreed on 4 August 2022 and an option agreement for the grant of rights was exchanged on 10 March 2023.
19; 53; 54; 56	Queenborough Fishery Trust	Negotiations commenced in July 2021. Heads of Terms were agreed on 31 May 2022 and an option agreement for the grant of rights was exchanged on 27 April 2023.
37	Kevin Witt Steven John Moss Dennis Frank Hills Nicholas Crittenden	A site meeting took place on 25 September 2023 and Heads of Terms were issued on 10 October 2023. Head of Terms were agreed and signed on 4 th March 2024. The latest correspondence between the project and the Plot Owner was an e-mail from SGN's solicitors to the Plot Owner's solicitors on 9 th April 2024.
34; 35; 36; 46	Knauf UK GMBH	Negotiations commenced in July 2021 alongside the joint landowner, Dooba Investments III Limited and Heads of Terms were agreed on 20 July 2022. Following Dooba Investments III Limited's disposal of their interest in the property revised Heads of Terms were subsequently agreed on 14 March 2024. Documents have been issued to Knauf UK GMBH's and Outback UK Propco I A Limited's solicitors and negotiations are ongoing. Outback UK Propco I A Limited's solicitors have taken the lead in negotiations with Knauf UK GMBH's solicitors copied in and draft documents are in circulation. The latest correspondence being an email between SGN's solicitors and Outback UK Propco I A Limited's solicitors (with Knauf GmbH's solicitors copied in) dated 4 th April 2024. An email providing a project update was sent on 9 th April 2024.
34; 35; 36; 46	Dooba Investments III Limited	Negotiations commenced in July 2021 alongside the joint landowner, Knauf UK GMBH and Heads of Terms were agreed on 20 July 2022.

	Outback UK Propco I A Limited	<p>Documents were issued to Dooba Investments III Limited's solicitor and negotiations were ongoing. Dooba Investments III Limited have since transferred their interest in the property to Outback UK Propco I A Limited.</p> <p>Negotiations with Outback UK Propco I A Limited are ongoing and revised Heads of Terms were agreed on 14 March 2024 with draft documents currently in circulation. The latest correspondence being an email between SGN's solicitors and Outback UK Propco I A Limited's solicitors (with Knauf GmBH's solicitors copied in) dated 4th April 2024.</p> <p>An email providing a project update was sent on 9th April 2024.</p>
35; 38; 39; 40; 41; 42; 43; 44; 45; 47; 48; 49	E.J. Mackelden & Sons (Bobbing) Limited	Negotiations commenced in July 2021. Heads of Terms were agreed on 15 July 2022 and an option agreement for the grant of rights was exchanged on 31 March 2023.
49; 50; 51; 57	Port of Sheerness Limited	Negotiations commenced in October 2021. Heads of Terms were agreed on 21 February 2022 and an option agreement for the grant of rights was exchanged on 31 March 2022.
51; 52; 78; 79; 80; 81; 82	<p>Stephen William Attwood</p> <p>Lilian Joyce Attwood</p> <p>James Frank Attwood</p> <p>EJN's Property Investments Limited</p>	<p>Through the land referencing process, it was identified that Stephen William Attwood, Lilian Joyce Attwood and James Frank Attwood have completed a transfer of their interest in the land to EJN's Property Investments Limited.</p> <p>Negotiations commenced with EJN's Property Investments Limited in July 2021 and Heads of Terms were agreed on 4 November 2021. Documents have been issued to EJN's Property Investments Limited's solicitors and negotiations on the final form of documentation are ongoing.</p> <p>The latest correspondence between the project and EJN's Property Investments Limited was an e-mail from SGN's agents dated 2nd February 2024.</p> <p>The latest correspondence between SGN's solicitors and EJN's Property Investments Limited's solicitors was an e-mail from EJN's Property Investments Limited's solicitors dated 9 April 2024.</p>
63; 64; 65; 66; 67; 68; 72; 73; 74; 75; 76; 77	EJN's Property Investments Limited	<p>Negotiations commenced with EJN's Property Investments Limited in July 2021 and Heads of Terms were agreed on 4 November 2021. Documents have been issued to EJN's Property Investments Limited's solicitors and negotiations on the final form of documentation are ongoing.</p> <p>The latest correspondence between the project and EJN's Property Investments Limited was an e-mail from SGN's agents dated 16 January 2024.</p>

		The latest correspondence between SGN's solicitors and EJM's Property Investments Limited's solicitors was an e-mail from EJM's Property Investments Limited's solicitors dated 9 April 2024.
82; 83	E.C.T. (Conservation) Limited	Negotiations commenced in August 2021. Heads of Terms were agreed on 17 August 2021 and an option agreement for the grant of a licence was exchanged on 23 September 2022.
31; 32; 33; 34; 35; 37; 38; 39; 40; 54; 55; 62; 64; 69	Network Rail Infrastructure Limited	<p>SGN has an overarching licence agreement dated 7 March 2014 in place with Network Rail Infrastructure Limited (NR) which regulates the framework for the decommissioning of SGN's pipelines. The licence obligations are triggered upon SGN giving NR not less than 12 months' prior written notice expiring on the anniversary of 1 January 2009. Prior to expiry of that notice SGN must:</p> <ul style="list-style-type: none"> • remove the relevant pipeline; and • execute any works for the protection of the railway as NR require; and • comply with NR's engineering conditions (being such conditions as NR may properly require for the safety, protection or operation of its railway) and/or pipeline conditions, which require (amongst other things): <ul style="list-style-type: none"> ○ NR's prior written approval to the commencement of the works; ○ SGN pre-planning entry onto NR's land as far in advance as possible before hand; ○ any works to be carried out to NR's satisfaction and (if required) under its supervision; and ○ compliance with any such stipulations, directions and requirements as NR shall prescribe. <p>As of 9 April 2024, SGN and NR have agreed a private agreement to secure the removal of Network Rail's objection to the Order. The agreement has been executed by SGN and has been circulated to Network Rail's solicitors for execution.</p>

Appendix 2

New Pipeline Route

Key:

	CPO Boundary
	Plot Rights
	Access Rights
	Decommissioning Rights
	Drilling Rights
	Pipeline Construction Rights
	Pipeline Rights
	Working Area Rights

Map referred to in The Southern Gas Networks PLC (Kingsferry Gas Pipeline Replacement Project) Compulsory Purchase Order 2023

Coordinate System: British National Grid
 Projection: Transverse Mercator
 Datum: OSGB 1936

Interest: N/A

Location: Kingsferry Bridge, Sheppey Way, Kent, ME9 8SS

Coords: 59 16 46, 169 55 55

Scheme Name: Kingsferry Bridge Gas Pipeline Replacement

Drawing No: 180438_PLN_INFO_496.1

Rev	Date	Description
-	08.04.2024	First Issue

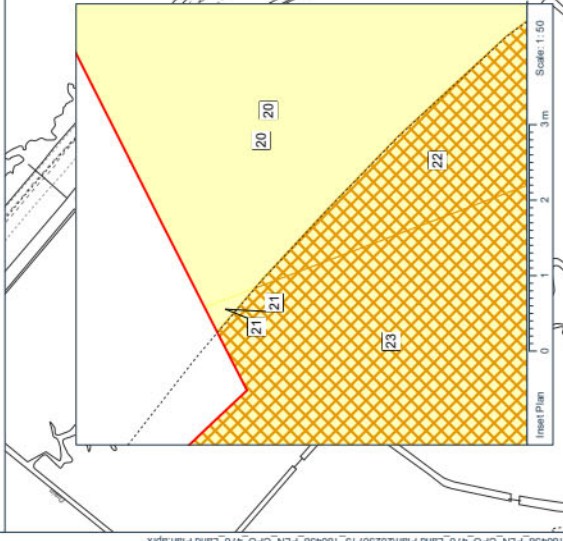
Drawn:	AA
Approved:	DB
Sheet No:	1 of 1
Sheet Size:	A1



The information contained in this document is confidential and protected by copyright. This information is provided to you for your use only and is not to be distributed, copied, or used in any manner without the prior written consent of SGN. SGN reserves the right to amend this information without notice. Although our best efforts have been made to ensure the accuracy of these plans, all measurements must be confirmed on site. BASED UPON THE OS/EDITION SURVEY MAP WITH THE SANCTION OF THE CONTROLLER OF THE GREAT BRITAIN MAPS. LICENCE NO. 10004537.



Inset Plan Scale: 1:500



Inset Plan Scale: 1:50



Inset Plan Scale: 1:500

Scale: 1:2500

Scale: 1:500

Scale: 1:500

Scale: 1:500

Scale: 1:500

Scale: 1:500

Scale: 1:500