

LAND AND NEGOTIATIONS

**THE NATIONAL GRID ELECTRICITY TRANSMISSION (LITTLE HORSTED SUBSTATION
CONNECTION) COMPULSORY PURCHASE ORDER 2022**

STATEMENT OF EVIDENCE

**JAMES INGRAM
ASSOCIATE PARTNER / SENIOR SURVEYOR
FISHER GERMAN LLP**

1. **QUALIFICATIONS AND EXPERIENCE**

- 1.1 My name is Ian James Garrett Ingram, I qualified as a chartered surveyor (MRICS) in 2001 and I am a Fellow of the Central Association of Agricultural Valuers (FAAV).
- 1.2 I am an Associate Partner in the infrastructure team at Fisher German LLP (FG), a national property consultancy with a leading utilities and infrastructure department involved in utilities projects and asset management.
- 1.3 In 2013, following 14 years within national property consultancies managing rural estates and undertaking associated professional work, I moved to utilities and infrastructure work with FG. This change of focus led to roles advising on land acquisition strategy and negotiations on linear utilities projects and associated advice, primarily for National Grid Electricity Transmission (NGET). During that time I have lead the FG south east team dealing with wayleave to easement conversions and associated injurious affection claims. Since 2019 I have been seconded part time into NGET, dealing with complex land rights, non-operational land strategy, new substation developments and supporting new connections. I also act for National Grid's (NG) Grain LNG terminal in north Kent on landlord and tenant and related matters.
- 1.4 Primary projects I have worked on include:
 - 1.4.1 NGET's Bramford to Twinstead Connection Project – a Development Consent order (DCO) for a new 400kV line from Bramford Substation to Twinsted Tee (Suffolk/Essex) to reinforce the network to accommodate new generation (Sizewell, offshore wind). My role (2013) involved landowner and other stakeholder consultation on routing within the corridor and pylon locations, before the project was closed when generation delays meant there was no longer the need case in the short term; and
 - 1.4.2 NGET's Richborough Connection Project – a DCO for a new 400kV overhead line to connect the Nemo interconnector to the rest of the Grid. The line is now operational and we are closing out associated compensation claims, but since 2013 the role has included:
 - land referencing, mapping, securing survey access
 - consultation with a variety of stakeholders
 - preparation of the Book of Reference
 - negotiation of voluntary agreements
 - assisting with submission of the DCO and service of statutory notices
 - appearing as Lands expert at DCO hearings
 - assisting the project team during construction and reinstatement with landowner liaison, negotiation of accommodation works, and recommending appropriate mitigation works

- assisting with the General Vesting Declaration process, advising on split of GVD to cover the route, checking service schedules, installing and maintaining site notices
- negotiation of compensation claims

1.5 I have worked for NGET directly and indirectly since 2013. On the Little Horsted Project ("the Project") I took over the Land Officer role temporarily from a colleague in December 2021 while he took time away from work, and permanently from May 2022. In the interim period I acted as NGET Lands lead for the Project during a realignment of teams and staff within NG. From December 2021 I have therefore been involved in all aspects of the Lands side of the Project, engaging with landowners and other stakeholders, the Project team, and preparing the schedule of interests comprising part of the made CPO.

2. INTRODUCTION AND SCOPE OF EVIDENCE

- 2.1 The structure of my statement of evidence is set out in paragraph 2.4 below.
- 2.2 In broad terms my statement will explain the strategy for the acquisition of land rights and engagement with stakeholders, and the current status of negotiations (as at the time of writing). In particular it includes reference to the use of compulsory powers where the nature and extent of the works along most of the existing overhead line is minimal, and landowners are happy to give verbal consent for access, but due to such works being very time critical with significant consequences of delayed access it is necessary for NGET to have the certainty of being able to take access using compulsory powers if necessary.
- 2.3 My statement of evidence explains that compulsory powers will only be used where sufficient rights cannot be secured by voluntary agreement, and that bespoke packages of rights are being sought, tailored for particular works in order to keep them as specific and minimised as possible.
- 2.4 My statement of evidence is structured as follows:-
- Section 3 provides a description of the Order Land;
 - Section 4 provides an explanation of the need for the Order Land, including a description of the rights required;
 - Section 5 provides an explanation of the acquisition strategy for land rights;
 - Section 6 provides a summary of the status of land negotiations, with an accompanying **Appendix A**;
 - Section 7 provides a summary of compliance with CPO Guidance;
 - Section 8 covers consideration given to the outstanding objections received with an accompanying **Appendix B**;
 - Section 9 sets out my summary and conclusions;

- Section 10 is the declaration for my statement.

3. DESCRIPTION OF THE ORDER LAND

3.1 The Order Land is shown outlined red on the maps **(CD D2)** which accompany the Order **(CD D1)**. It comprises primarily working agricultural holdings, some woodland, and part of the East Sussex National Golf Course. The package of rights proposed to be acquired over each plot of land is detailed in the fourth column of the Schedule of Interests in the CPO.

General Description

3.2 The Order Land extends from pylon 4VM074 southeast of Uckfield, eastwards along the 4VM overhead line to land adjacent to Ninfield substation, with the main works comprising the construction of new substations for NGET and SEPN at Crockstead Farm, east of Little Horsted (Order Plot 35). A Key Works Overview Plan **(CD E1)** is provided for the Hearing which shows the substation and immediate surroundings, covering the principal works.

3.3 The Order Land largely comprises owner/occupied freehold grassland and arable farming units, with some let on tenancies or farmed by others on contractual arrangements. A few of the units may be considered smallholdings or amenity land rather than commercial farms, and there is also one commercial orchard. In addition, some pylon works are located:

- along the edge of a golf course
- close to fishing lakes
- close to a special needs school
- in woodland

3.4 Existing Pylons 014 to 031 (A269 Boreham Hill to Cow Beach Road) are located within an Area of Outstanding Natural Beauty.

3.5 The land already purchased for the substations (Plot 35), and the ecological mitigation land proposed to be acquired freehold (Plots 58a and 58b), is owned by the same company (Ridgewood Holdings Limited) and controlled by related companies and individuals.

3.6 There is no Crown or "special category land" for which special provision is made included within the Order **(CD D1)**.

3.7 The Order Land can be split into the following sections, working west to east:

Land along the existing Bolney-Ninfield overhead line to the west of the substation site

3.8 This land largely forms the fringes of the East Sussex National golf course, a small part of which is within the landscaped and played course, the rest on an agricultural field and a belt of roadside woodland. The land north of the A22 is grassland cut for hay, and adopted highway forming the existing and previous alignment of Eastbourne Road. Works along this stretch will involve arcing horn replacement, works compounds around pylons 4VM070 and 071, realignment of the conductors from pylon 070, and visibility splays associated with the vehicular entrance to the substations.

NGET GSP and SEPN Substation site and primary compound

3.9 The land required for the substations has already been purchased freehold (Order Plot 35), and was previously used for horse grazing. In proximity to this site, the following land will be required to enable the described works:

- Land south of the substations – primary works compound for site offices, laydown of materials, welfare facilities, limited parking, etc.
- Land northeast of the substations – drainage easement to take surface water to the watercourse to the north
- Land north of the substations – to realign the overhead conductors southwards into the substation site, including removal of pylon 4VM069 and its foundations. There will be ongoing ecological monitoring in this area in particular due to the vegetation cover.
- Land east of the substations – construction access for the overhead line realignment

Ecological Mitigation Land

3.10 The land on the west side of Sand Hill Lane is required to mitigate the ecological impact of the development of the substation site, and is currently used for arable farming with some woodland cover – more detail is included in the evidence of Amy Copping.

Land along the existing Bolney-Ninfield overhead line, to the east of the substation site, along which Arcing Horns and Colour Plates will be replaced

3.11 East of the substation site to pylon 063, arching horns and voltage identification ('colour') plates will be replaced on existing pylons. Within this stretch is land outside the Order Land where NGET has sufficient existing rights (pylons 064 & 065) and within which there will be a works area to pull new conductors. The land through this stretch is arable and grazed grassland.

East of pylon 063 the works are all colour plate replacement, and the land largely comprises arable and grass farmland, with some woodland and orchard. Again,

there are some areas outside the Order Land where sufficient rights are held for the required works.

4. NEED FOR THE ORDER LAND

- 4.1 The Order Land comprises all of the land and rights required for the construction, operation, repair, maintenance and decommissioning of the Project. Section 4 of the evidence of Mr David Cole (engineering), explains the works that need to be undertaken and the extent of land/land over which rights are required for those works.
- 4.2 As in all NG projects, NGET is taking a proportionate approach to land acquisition. The only freehold acquisition required is for above ground permanent infrastructure i.e. the NGET and SEPN substations (Plot 35 - noting that this Plot has already been acquired by NGET by voluntary agreement) and mitigation of the associated impacts on the habitats of protected species (Plots 58a and 58b). The freehold acquisition of the mitigation land is to ensure the ecological benefits in the long term, rather than the land being redeveloped or used for other purposes in due course, reversing the improvements made – further detail on ecology and this land requirement is given in the evidence of Amy Copping.
- 4.3 The rest of the Order Land is subject to the acquisition of “packages” of rights which have been tailored based on their purpose and allocated to specific Plots, so that unnecessary acquisition or encumbrance is avoided.
- 4.4 The rights packages are defined in full in the Order (**CD D1**) but can be summarised as follows, with the use of each plot included in the Schedule of Interests:

Name of Rights Package	Rights	Colour on CPO Maps
Arcing Horn Access Rights	Rights to take access over the land for the purpose of removing and replacing Arcing Horns.	Light Green
Arcing Horn Rights	Rights to remove and replace Arcing Horns and rights to prevent any works on or use of the land that would prevent those works from being carried out.	Light Blue
Colour Plate Access Rights	Rights to take access over the land for the purposes of removing and replacing safety Colour Plates on pylons, and rights to prevent any works on or use of the land that would prevent those works from being carried out.	Dark Pink/magenta
Colour Plate Rights	Rights to remove and replace safety Colour Plates on pylons, and rights to prevent any works on or use of the land that would prevent those works from being carried out.	Grey
Construction Access Rights	Rights to take access over the land for the purposes of constructing, installing, commissioning etc. the overhead electrical lines, NGET GSP and SEPN substations and associated infrastructure, and land drainage systems, and	Blue

	rights to prevent any works on or use of the land that would prevent those works from being carried out.	
Construction Compound Rights	Rights to erect, create, use, and remove works compound and to reinstate the land thereafter, and rights to prevent any works on or use of the land that would prevent the erection, creation, use or removal of that compound or the reinstatement of the land.	Red
Ecological Mitigation Rights	Rights to install, retain, maintain etc. ecological mitigation measures, and rights to prevent any works on or use of the land that would prevent the installation, retention and maintenance etc. of those measures.	Purple
Ecological Mitigation Access Rights	Rights to take access over the land for the purpose of installing, retaining, maintaining etc. ecological mitigation measures, and rights to prevent any works on or use of the land that would prevent the installation, retention and maintenance of those measures.	Turquoise
Drainage Rights	Rights to carry out de-watering, and to install, retain, maintain etc. land drainage systems, including rights to prevent damage of or access to the land drainage systems.	Brown
Overhead Line Rights	Rights to construct, retain, maintain etc. overhead electricity lines and associated infrastructure, including rights to protect the lines from damage and interference.	Green
Substation Visibility Splay Rights	Rights to maintain a visibility splay to ensure safe vehicular access and egress from/to the substation site, including rights to remove vegetation etc.	Yellow
Working Area Rights	Rights to create and use working areas required in connection with works to install overhead electricity lines and associated infrastructure, and rights to prevent any works on or use of the land that would prevent the creation and use of such working areas.	Orange
Working Area and Ecological Mitigation Access Rights	Rights to create and use working areas required in connection with works to install overhead electricity lines and associated infrastructure, and rights to access land to install and maintain etc. ecological mitigation measures, and rights to prevent any works on or use of the land that would prevent the creation, use and maintenance of such working areas or the taking of access to install and maintain ecological mitigation measures.	Cross- hatched green
Construction and Ecological Mitigation Access Rights	Rights to take access over the land for the purpose of construction and the installation of ecological mitigation measure, and rights to prevent any works on or use of the land that would prevent such access from being taken.	Dark Grey

- 4.5 The extent of land or rights required has been kept to a minimum, subject to a reasonably flexible expectation of how the main contractor will need to set up their work areas. Land has been included for works and laydown areas in proximity to the substation. For the colour plate works, there is a reasonable area of land included around each pylon which is dictated by health and safety considerations, being a fenced off drop zone rather than an area completely occupied by active works – the colour plate works will involve limited vehicle access, and climbing the pylon to change the plates. Access widths have been limited to the width of existing tracks, or a reasonable vehicle width across open ground.
- 4.6 The packaging of rights described above means that each Plot of land will only be subject to the acquisition of specific rights required over that Plot. For more detailed explanation of each element of the work and the rights required for it, refer to Section 4 of Mr Cole’s evidence and specifically the paragraphs headed Rights Needed.
- 4.7 All of the land required for the delivery of the Project has been included in the Order **(CD D1)** even where Heads of Terms (‘HoTs’) have been agreed with landowners. This is necessary to ensure that NGET is able to complete the acquisition of land and rights in the event that acquisition by agreement in accordance with HoTs is, for whatever reason, not completed such as would prejudice the timely delivery of the Project.
- 4.8 NGET has however, as part of its HoTs negotiations, agreed not to exercise its powers of compulsory purchase pursuant to the CPO in respect of the landowner’s interests which are subject to the voluntary agreement, save in the event of:
- a breach of the voluntary agreement (option agreement and/or lease or deed of grant) by the landowner;
 - the voluntary agreement (option agreement and/or lease or deed of grant) being found to be illegal invalid or unenforceable;
 - the landowner and/or any other third-party claiming ownership to any unregistered area of land forming part of the area in respect of which the landowner has been unable to deduce title and in respect of which NGET needs to exercise any compulsory acquisition powers to facilitate the Project.
- 4.9 In order to secure some of the more significant areas required around the substation for temporary use (e.g.: laydown areas), option agreements are sought so that the compulsory occupation/rights are only triggered when required.

5. **ACQUISITION STRATEGY**

- 5.1 NGET’s preference is always to secure land rights on a voluntary basis. NGET’s strategy is to engage with interested parties as early as possible, to explain the requirements of the project and the rights sought; seek understanding of the landowner’s particular concerns; and provide sufficient opportunity for questions and feedback, before making fair offers for the land/rights required.

- 5.2 To help facilitate this strategy NG's land rights strategy, developed in 2010, provides a consistent methodology for acquiring rights for infrastructure projects, both for DCOs and Town & Country Planning Act/CPO schemes. The strategy is used for all such projects and is under continuous review to ensure that it is still fit for purpose, treats people fairly, and meets the expectations of third-party landowners and occupiers.
- 5.3 A particular part of the engagement is explanation of why a CPO is proposed to sweep up rights which have not previously been documented, for what in many cases is a very small and short piece of work to each pylon. We have explained that the work must be done during a certain and short timeframe known as a 'power outage' before the overhead line and substation can be energised – this is dictated by Health & Safety Executive requirements. Where the rights NGET holds are historic, verbal, or do not represent the recent situation on the ground (for example in respect of access routes NGET has been directed to use by landowners) NGET cannot risk verbal consent being withdrawn, or temporary rights terminated, which would put at risk the energisation of the apparatus. Legally documented and permanent rights are therefore sought to address that risk and ensure that the delivery of the Project is not impeded. We have also explained to landowners the reasoning for standard payments, in order to treat all landowners equally, with any additional impact covered by disturbance and injurious affection compensation rather than rights payments.
- 5.4 Aside from earlier discussions and negotiation with the owner of the site acquired for the substation (Plot 35), initial contact with other landowners was made in September 2020 with requests for survey access in proximity to the substation. This contact was primarily carried out by FG under instruction from the NGET Lands team. Contact with other landowners along the overhead line commenced in April 2021 with further contact as and when further phases of work were added to the Project. Correspondence continued by way of offer letters and continued negotiations, and landowners around the substation location were kept informed of proposed activities once the site was acquired. A more detailed engagement schedule is included at **Appendix A**.
- 5.5 Due to the rights required developing over time, and the need to engage with landowners at the earliest opportunity, offer letters were sent rather than full Heads of Terms, the intention being to follow up with more detailed terms where landowners were willing to discuss the rights required. Since March 2022, where such indications have been received, Heads of Terms have then been sent with a detailed plan showing the land over which rights are required.

6. STATUS OF NEGOTIATIONS

- 6.1 **Appendix A** provides a summary of engagement to date. Due to the way the Project requirements developed during 2021, contact with landowners and occupiers occurred in three stages. Following initial consultation with the owner of Plot 35 (the substation site), letters were sent out in April 2021 to landowners around the substation site where rights would be sought for the main works (diversion of the overhead line into the substation, arcing horn replacement, works

areas and potential ecological mitigation land), asking them to confirm their details and any occupiers of their land. These letters were followed up and discussions started with those responding, with offer letters sent to all in July 2021.

- 6.2 In September 2021 further landowners were written to where new access rights had been identified as being required off public highways to undertake colour plate works. In October and November 2021 letters were sent advising owners and occupiers of NGET's intention to promote a CPO in parallel with continuing voluntary negotiations, and unreturned ownership information sheets were chased up. In November 2021 and January 2022 letters were sent to a third phase of landowners who were understood to have an interest in land to be used for access for colour plate works, and where NGET is seeking to upgrade wayleaves to easements to ensure that its rights are secure in the longer term (see 7.2 below). The land rights strategy sets the objective of securing permanent rights wherever possible to protect the long-term lifespan of the infrastructure. Offer letters were sent to these final interested parties in February 2022.
- 6.3 Due to the nature of the access requests, where the routes NGET has historically been directed to use to access the overhead line by landowners are not included in existing documented rights, a number of landowners have stated that they are not willing to grant additional rights and that voluntary verbal consent to use these routes will remain. The need for more secure rights than a verbal consent has been explained and that in these situations the CPO would still need to be used. A number of other negotiations are ongoing, with **one** agreement completed (substation land acquisition via option) and **seven** currently with solicitors.
- 6.4 Concerning those landowners that have clearly indicated that they are not willing to enter into voluntary agreements, only **two** of these have shown resistance to the CPO (but have not formally objected). We have classed **nine** others as 'friendly refusals' – they are happy for access to be taken and the required works completed, but are not willing to document additional rights. There is only one plot holding without engagement – an unregistered access to woodland with an owner we have not been able to trace.
- 6.5 In some cases the initial contact indicated that landowners were clearly unwilling to grant additional rights and it was considered that further requests were likely to only antagonise, rather than persuade the landowner to negotiate. We have sought to continue to engage more recently with those landowners, largely where their land agent has gone back to them to discuss further following the making of the CPO. The position has been confirmed as unchanged by the agents, but this helps to show that the landowners have taken professional advice, rather than a misunderstanding of the rights sought.

6.6 The following table summarises the status of land negotiations for the three phases of works on the project:

	Total required	HoT's/ access in negotiation	Rights refused	HoT's/ access agreed	Agreements complete
Main works and mitigation land	8	7	2		1
Easements for other missing rights	12	11	4	3	
Colour plate Access	16	15	6	7	

6.7 Of the refusals, all bar two are amicable refusals – one of these is for easement rights for a pylon, the other an access and small works area adjacent to a pylon.

6.8 Progress of negotiations with each landowner is included in the table at **Appendix A**.

7. COMPLIANCE WITH CPO GUIDANCE

7.1 This section seeks to explain and demonstrate how the following paragraphs of the CPO Guidance (**CD A20**) have been complied with:

Paragraph 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 by agreement.

7.2 NG's overarching lands rights strategy provides a consistent methodology for acquiring land and rights for NG's infrastructure projects, in particular aimed at securing permanent rights to protect the long-term lifespan of the infrastructure. It promotes and enables effective and consistent communication with those who are most affected by NG's proposals and embodies the principals of the CPO Guidance on seeking to acquire land and rights by negotiation if at all possible. It ensures that people are treated fairly and consistently, no matter where they live, and seeks to encourage landowners to enter into voluntary agreements and prompt long-term stakeholder relationships.

7.3 This statement of evidence sets out the acquisition strategy for the Project which is consistent with NG's land rights strategy. NGET has engaged with the landowners and other interests from an early stage and has sought to acquire the necessary land and associated rights voluntarily. NGET has sought to enter into agreements for land and any rights, following the issue of offers.

7.4 Throughout the engagement period, the NG Lands lead and FG have taken time to explain NGET's requirements, kept landowners appraised of progress and considered feedback received. Where appropriate, such feedback has prompted changes to the design, such as the realignment of the overhead line further south into the substation site. The intention has been to explain the land requirements of the Project as clearly as possible, in order to support the offers and further negotiations. Site meetings have been held with agents and/or landowners, including to review alternative access routes.

7.5 Offers have been made for the land and rights required, followed up with further letters requesting a response, and phone calls made where telephone numbers have been provided. Where contact has been made, we have sought to explain the proposals and rights required in simple language. In some cases, landowners have not responded to repeated requests to complete and return data information sheets. Offers have been made for the rights which are fair, aim to treat everyone equally, and should be more attractive than would be available to a landowner through the compulsory purchase process, in order to encourage voluntary agreement. Landowners have been encouraged to take professional advice, to reassure them of the merits of the offer or otherwise. It has also been explained that the payments offered for rights do not preclude other direct heads of claim as appropriate as provided for within the CPO Compensation Code, which may include:

- Crop loss and other disturbance
- Professional fees
- Injurious affection
- Claims under Part 1 of the Land Compensation Act 1973
- Claims arising under Section 7 or 10 of the Compulsory Purchase Act 1965.

7.6 Where objections to the CPO have been received, we have sought to contact those concerned initially to clarify any misunderstanding on the nature of the rights required and reasons for refusal, before sending a formal response to each objection. These responses were followed up by the Lands team with the interested parties to see if sufficient information had been provided for them to be able to withdraw their objections.

Paragraph 2 – 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 My evidence explains that the NG land rights strategy was implemented to help facilitate landowner engagement and to obtain voluntary agreements where possible. National Grid's preference will always be to secure land and associated rights by agreement on a voluntary basis. NGET's strategy with regards to compulsory purchase is to continue with voluntary negotiations whilst progressing CPO procedure in parallel. Compulsory purchase powers are relied upon as a last resort in cases where the ownership of land cannot be ascertained despite diligent enquiry, or where voluntary agreements cannot be secured despite sustained efforts to reach agreement.

- 7.8 NGET has explained to interested parties and their agents that while notification of the making of the Order **(CD D1)** has been sent, there is still time in which to negotiate voluntary rights. In particular, where interested parties have expressed concern at the use of CPO powers for a simple and short term access to pylons, especially where they will voluntarily allow NGET to continue to use historic access routes, we have carefully explained the requirement for access and the very short and fixed electricity outage period NGET will have in which to undertake the work, and that NGET must have the CPO powers available to use if for any reason there is an issue over access at this critical time, with the associated impact on the rest of the Project. Offers will continue to be open for acceptance, and efforts to seek agreement continued, until a suitable point prior to the need to serve notices when there will be insufficient time left for solicitors to complete agreements. Landowners are also given assurance that, once voluntary agreements are concluded, CPO powers will not be exercised over their property as long as the agreement is enforceable.
- 7.9 While NGET continues to seek to acquire rights and interests by agreement where possible on appropriate commercial terms, it will not be possible to acquire all outstanding interests and rights by agreement. Furthermore, there are unknown ownerships in the Order Land, for which it has not been possible to establish the identity of the landowners following diligent enquiry. It is therefore essential that the Order **(CD D1)** is confirmed to facilitate the delivery of the Project. All of the land required has been included in the Order **(CD D1)**, even where option agreements may be concluded with landowners. This is to ensure that the scheme is not impeded by the subsequent discovery (despite diligent enquiries) of any third-party interests in that land, or by the inability to exercise any option agreements. The reasoning for including land in the Order **(CD D1)** even where agreement has been reached has been explained to landowners.
- 7.10 Without the Order **(CD D1)**, the land and rights required cannot be secured in a timescale which will enable the component elements of the Project to be coordinated and delivered within a reasonable time period, if at all.

Paragraph 3 - 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.

- 7.11 Although not a public sector organisation, NGET seeks to make fair offers for rights and engage with claimants to mitigate the impact of works and rights. Not only does NGET seek to show value for money for the end customer, but has to show the regulator that costs are incurred which promote effective and efficient development of the network. This statement of evidence sets out how offers for rights have been made. To be reasonable and consistent, the same offers remain open to those that have yet to agree.
- 7.12 Following the serving of notice of making the Order, the Lands team have continued to seek dialogue with interested parties and/or their agents to discuss any concerns, and explain more detail about the proposed works, subject to further

detail that will only be available once the main contractor is appointed and has worked up their programme and working methods. This has included the offer to meet on site to discuss such matters. Examples of seeking to accommodate landowner requests, as mentioned previously, include moving the terminal pylons at the substation south into the site itself, and working with the East Sussex National golf club to minimise the impact of works on the course so that as much of it can remain open for play as possible.

Paragraph 13 – NGET has a clear idea of how it intends to use the land and rights which it is proposing to acquire.

- 7.13 The need for the Project and justification for the Order (**CD D1**) is covered in the evidence of Mr Ali Khan.
- 7.14 The use of each plot is included in column 4 of the Schedule of Interests, with the different work types explained above in the section titled Need for the Order Land (section 4). Dividing the rights required up into packages ensures that each plot of land is only subject to clearly defined rights and uses, rather than more general construction rights, and for the appropriate duration (for example, differentiating colour plate works from arcing horn works).
- 7.15 As in all NG projects, NGET is taking a proportionate approach to land and rights acquisition. For example, the only freehold acquisition required is for above ground permanent infrastructure (the substations – Plot 35), and the mitigation land (Plots 58a and 58b) to ensure the ecological benefits in the long term. Where areas are to be occupied around pylons for the colour plate replacement, this is dictated by health and safety requirements.

Paragraph 17 – Acquiring authorities are expected to provide evidence that meaningful attempts at negotiations have been pursued or at least genuinely attempted, save for lands where land ownership is unknown or in question.

- 7.16 This statement sets out the significant landowner engagement that has been carried out by NGET. NGET has consulted with, engaged with and negotiated with all affected and responsive landowners and occupiers. This statement provides examples of where NGET has sought to consider changes and mitigation sought by landowners and where possible adopt them.
- 7.17 The landowner Engagement Schedule at **Appendix A** summarises the attempts to contact and engage with landowners. In a number of cases the response to early consultation gave a clear indication that the landowner was not willing to grant voluntary rights, so efforts were focussed where dialogue was more positive. A number of letters, calls and emails (where addresses had been provided) were made to seek to open up dialogue, consult, and agree terms, and the announcement of the making of the Order (**CD D1**) prompted a number to respond, whether personally or through an agent. Reasonable attempts have been made to ascertain ownership of unregistered land. Where receptive, initial offer letters were sent, and where a willingness to negotiate was confirmed more detailed Heads of Terms and plans have been provided.

8. CONSIDERATION OF OBJECTIONS RECEIVED

8.1 Objections were received from the following parties. **Appendix B (CD D6)** provides an update to the status of objections and negotiations set out previously in NGET's Outline Statement of Case **(CD D4)**, with the current status summarised below:

- a. Southern Gas Networks (OBJ 5) – **objection withdrawn.**
- b. Swynson Limited (OBJ 2) and East Sussex National Limited (OBJ3) **(CD D8)**– a reconfigured working area, of similar size but providing for alternative working methods, which will minimise the impact on the course, was provisionally agreed at site meetings in early September and checked with NG's preferred contractor. Heads of Terms and plans for an option for a lease have been issued to the agent, seeking to agree terms as soon as possible to allow the objection to be removed prior to the hearing. The land proposed to be acquired remains in the Order **(CD D1)** to ensure that the Project can be delivered, but in any voluntary agreement reached with Swynson Ltd/East Sussex National for a reconfigured area, NGET will confirm that the compulsory rights will only be exercised if it proves necessary to rely on those rights (for example where additional unknown interests become apparent or there is some breach by the landowner of the voluntary agreement).
- c. Hamilton Palace Limited (OBJ 6) / Agnes Gnoumou (OBJ 7) / Ahmed Ben-Zarti (OBJ 8 – **objections withdrawn.**
- d. Ridgewood Holdings Limited (OBJ 4) **(CD D9)** – following a site meeting on 29th September 2022, NGET is reviewing the alternative mitigation land proposed by Ridgewood Holdings for the first time in its objection to the CPO in order to determine whether it is suitable. If so, NGET is willing to enter into a voluntary agreement to acquire that alternative land in place of plots 58a and 58b. However, the objector understands that plots 58a and 58b will remain in the Order **(CD D1)** until the alternative land has been acquired. Whilst NG is in principal happy to use the land following initial assessments, the landowner understands that it's use is also dependant on variations to planning conditions and protected species licences. The parties are negotiating terms for the acquisition of the land, and other rights for the project, to allow the objection to be withdrawn.
- e. Ibstock Bricks (1996) Limited et al. (OBJ 1) **(CD D7)** – discussions during August and September 2022 have clarified for the landowner the extent of rights required and impact. Terms for the rights required have been agreed with an indication that the objection would be withdrawn, but it is understood their solicitor is now advising them to wait until agreements are completed.

9. SUMMARY AND CONCLUSIONS

9.1 My statement demonstrates the consultation and measures taken to seek voluntary rights for the Project. To summarise the key points:

- all of the land included in the Order is required for the project;

- a proportionate approach has been taken to land acquisition, with freehold only sought of two plots (in addition to the substation land – Plot 35 – already acquired under option), and otherwise using tailored packages of rights to minimise and focus rights and impact over each plot of land;
- NG's strategy is to reach voluntary agreement where possible, through early engagement, clear communication of the requirements, seeking to mitigate impacts where possible, making fair and incentivised offers for rights, and continuing negotiations through the hearings phase to minimise compulsory acquisition;
- of eight objections received, 4 have been withdrawn, two were confirmed as to be withdrawn (we are awaiting confirmation) and the final two are at an advanced stage of negotiation;
- where we have been unable to secure voluntary agreements, all but two parties are happy for access to be taken under existing arrangements/rights, but the reason for still using compulsory powers to secure certainty of access has been clearly explained and understood.

9.2 In summary, there is:

- an urgent and compelling need for the rights to undertake the Project to secure benefits of an improved local electricity network with additional capacity;
- planning permission in place for the substation to which the rights relate;
- a need for compulsory acquisition of rights where voluntary agreements cannot be secured, due to the time critical need to undertake certain works;
- a need for rights to be permanent, to allow NGET to secure the future operation of the network;
- no objections challenging the need for the Project, just seeking to mitigate the impacts on individual holdings and businesses.

10. **DECLARATION**

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



James Ingram

17 November 2022

Appendix A – Engagement Schedule and negotiations update

Appendix B – Objections Log update