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**THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (SCOTLAND TO ENGLAND
GREEN LINK 1) COMPULSORY PURCHASE ORDER 2023**

STATEMENT OF CASE

RULE 7(1) OF THE COMPULSORY PURCHASE (INQUIRIES PROCEDURE) RULES 2007

NATIONAL GRID ELECTRICITY TRANSMISSION PLC

ELECTRICITY ACT 1989

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1. INTRODUCTION

- 1.1 National Grid Electricity Transmission plc (**NGET**) is the holder of an electricity transmission licence (the **Transmission Licence**) (CD F.1), granted pursuant to section 6(1)(b) of the Electricity Act 1989 (the **1989 Act**).
- 1.2 NGET owns and maintains the high voltage electricity transmission network in England and Wales. In England and Wales, the high voltage electricity transmission system operates at 275,000 volts (275kV) and 400,000 volts (400kV), comprises some 7,000 route kilometres of overhead lines, over 600km of underground cable and over 320 substations. At the substations generation is connected to the system and the primary transmission voltage of 400kV or 275kV is transformed to lower voltages. The lower voltage electricity is taken by regional electricity companies who supply it to industrial, commercial and domestic users across the UK.
- 1.3 NGET is promoting and developing proposals for a subsea High Voltage Direct Current Link (**HVDC**) alongside Scottish Power Transmission (**SPT**). This will provide an HVDC link between Torness in East Lothian and Hawthorn Pit in County Durham (**Project**). The Project has been proposed in partnership with SPT, which is the transmission owner for southern Scotland and responsible for the onshore and offshore aspects of the Project in Scotland.
- 1.4 The primary objective of the Project is to reinforce the electricity network and increase transmission capacity across the B6 boundary between southern Scotland and northern England before 2030. The benefits of the Project are that it provides this reinforcement and provides resilience to the electricity network, addressing the current boundary constraints and transmitting renewable energy produced in Scotland to the English national electricity system.
- 1.5 The Project comprises the following components:
 - 1.5.1 **Scottish Onshore Scheme:** A converter station to the east of the Dunbar Energy Recovery Facility at Oxwell Mains, Dunbar, and a substation at Branxton in East Lothian, Scotland, with approximately 6.5 km of buried HVDC cable to a landfall south-east of Thorntonloch beach. The converter station and substation will be connected by approximately 3.5 km of HVAC cable. The substation connects the Scottish Onshore Scheme to the existing transmission system.
 - 1.5.2 **Marine Scheme:** Approximately 176 km of subsea HVDC cable from Thorntonloch Beach, Torness on the east coast of Scotland to Seaham, County Durham, in the north-east of England. The Marine Scheme is being developed jointly by NGET and SPT who submitted marine licence applications to the Marine Scotland Licensing Operations Team (MS-LOT) and the Marine Management Organisation (MMO).
 - 1.5.3 **English Onshore Scheme:** Approximately 10 km of underground HVDC cable from the mean low water mark at Seaham, to a converter station at Hawthorn Pit in County Durham. The converter station will be connected to a new 400 kilovolt (kV) substation by approximately 1 km of underground of High Voltage Alternating Current (**HVAC**) cable. The new 400 kV substation will connect the project to the existing 275 / 400 kV Hawthorn Pit substation and the existing electricity transmission system.

- 1.6 The Project also includes works to existing overhead line electricity infrastructure and the installation of new overhead line electricity infrastructure, comprising the re-alignment of existing overhead lines at Hawthorn Pit, the relocation of a pylon, the removal of two pylons and the removal of existing overhead lines.
- 1.7 NGET has made The National Grid Electricity Transmission plc (Scotland to England Green Link 1) Compulsory Purchase Order 2023 (the **Order**) (CD D.1) under the provisions of the 1989 Act. The Order has been made in order to acquire the compulsory acquisition of land and rights necessary to deliver the English Onshore Scheme components of the Project. In summary, the Order will authorise the acquisition of the:
- 1.7.1 land required to construct and operate the new converter station and substation;
 - 1.7.2 rights required to install, construct, use, inspect, maintain, repair, protect, alter, renew, remove and decommission the underground electricity cables and associated infrastructure;
 - 1.7.3 rights required to install, construct, use, inspect, maintain, repair, protect, alter, renew, remove and decommission the overhead electricity lines and associated infrastructure;
 - 1.7.4 rights required in relation to access, drainage and landscaping; and
 - 1.7.5 rights required in relation to construction compounds.
- 1.8 Following the making of the Order, a number of objections were submitted to the Secretary of State. The Secretary of State has caused an Inquiry to be held in accordance with The Compulsory Purchase (Inquiries Procedure) Rules 2007 (the **CPO Inquiries Rules**).
- 1.9 This is the Statement of Case for the Order pursuant to Rule 7(1) of the CPO Inquiries Rules. This Statement of Case has been prepared in accordance with Sections 36 and 12 of the DCLG's: Guidance on Compulsory Purchase Process and the Crichel Down Rules (the **CPO Guidance**) (CD B.6), which provides guidance on the content of a Statement of Reasons and a Statement of Case. Following the Inspector's request at the Pre-Inquiry Meeting, this Statement of Reasons follows the text and structure of the Outline Statement of Case (CD D.9) submitted on 26 July 2023 pursuant to Rule 5(2) of the CPO Inquiries Rules and is accompanied by a comparison to assist inquiry parties in understanding the changes and updates made between this Statement of Case and the Outline Statement of Case.
- 1.10 Powers of compulsory acquisition pursuant to the Order will only be justified where it can be demonstrated that there is a compelling case in the public interest for the exercise of such powers of compulsory acquisition.
- 1.11 This Statement of Case sets out NGET's justification for seeking compulsory purchase powers within the Order. This Statement of Case also demonstrates that the public benefits of the Project outweigh the private rights affected and that there is a compelling case in the public interest for the exercise of the powers of compulsory acquisition included within the Order.
- 1.12 Section 12 of this Statement of Case sets out NGET's detailed response to the objections made to the Order.

1.13 NGET will submit proofs of evidence in due course in compliance with the CPO Inquiries Rules.

2. ENABLING POWERS

2.1 As noted above, NGET is the holder of the Transmission Licence, granted pursuant to section 6(1)(b) of the 1989 Act.

2.2 The Order is made pursuant to section 10 and schedule 3 to the 1989 Act.

2.3 Section 10 of the 1989 Act provides that schedule 3 to the 1989 Act has effect in relation to the holder of an electricity transmission licence. Paragraph 1(2) clarifies that licence holders are authorised to acquire rights in land as well as the title to land, and that this can be done by creating new rights as well as by acquiring existing rights. Section 10 and Schedule 3 of the 1989 Act empower NGET “*to purchase compulsorily any land (including rights in land) required for any purpose connected with the carrying on of the activities which (NGET) is authorised by (its) licence to carry on.*”

2.4 For these purposes, paragraph 1(2) of schedule 3 to the 1989 Act makes it clear that NGET can compulsorily acquire any right over land in addition to the compulsory acquisition of land, and that this extends to the creation of new rights as well as the acquisition of existing rights.

2.5 Schedule 4 of the 1989 Act and the New Roads and Street Works Act 1991 (**1991 Act**) enable NGET to use street works powers for those parts of the Project in and beneath the “street”. For completeness, NGET will seek rights in relation to all streets (and the subsoil beneath those streets) within the Order land.

3. THE PROJECT

3.1 As described in more detail in section 1 above, the Project is required to provide additional north-south transmission capacity between southern Scotland and northern England.

3.2 The English Onshore Scheme components of the infrastructure required to deliver the Project will comprise the following:

3.2.1 **Landfall:** A Transition Joint Pit (**TJP**), which will connect the marine HVDC cables forming part of the Marine Scheme to the onshore HVDC cables forming part of the English Onshore Scheme, at a landfall located to the north of Seaham Hall Beach, County Durham (the **Landfall**);

3.2.2 **HVDC Cables:** Approximately 10 km of two underground HVDC cables (and two fibre optic cables for performance monitoring) between the TJP and the converter station at Hawthorn Pit (the **HVDC Cables**);

3.2.3 **Converter Station:** Converter station buildings and outdoor electrical equipment together with formation of internal roads and erection of security fencing and provision of landscaping (the **Converter Station**);

3.2.4 **Substation:** A new 400 kV substation to the south of the existing Hawthorn Pit substation (the **Substation**);

- 3.2.5 **HVAC Cables:** approximately 1km of six underground HVAC cables connecting the new converter station and new substation and approximately 600m of nine underground HVAC cables connecting the new Substation to the existing electricity substation at Hawthorn Pit (the **HVAC Cables**);
 - 3.2.6 **New Permanent Access:** formation of a permanent converter station access road from Jade Business Park (the **New Access**);
 - 3.2.7 **Temporary Compounds:** construction of associated temporary construction compounds, temporary work areas, and temporary vehicle access arrangements (the **Temporary Compounds**);
 - 3.2.8 **Converter Station Compound:** construction of a construction compound for the converter station site (the **Converter Station Compound**);
 - 3.2.9 **Removal of Overhead Lines:** the removal of existing overhead electricity lines, including three pylons, which currently connect to the existing electricity substation at Hawthorn Pit (the **Overhead Line Removal Works**); and
 - 3.2.10 **New Overhead Lines:** the installation of new overhead electricity lines and one new pylon to connect to the new substation at Hawthorn Pit (the **New Overhead Line Works**).
- 3.3 As a consequence of the acquisition of the Substation site, the English Onshore Scheme also includes the permanent acquisition of replacement public open space (the **Replacement Public Open Space**).
- 3.4 The English Onshore Scheme also includes significant areas of land which will be required for ongoing biodiversity net gain, landscaping and ecological management pursuant to the planning permission granted for the English Onshore Scheme (**Biodiversity Net Gain and Landscaping Land**).
- 3.5 The Order includes the permanent acquisition of land required for the Converter Station, Substation, Converter Station Compound Site, part of the Biodiversity Net Gain and Landscaping Land and the Replacement Public Open Space. The Order also includes specific rights in relation to the remainder of the components of the English Onshore Scheme.
- 3.6 The following sections of this Statement of Case comprise a description of the English Onshore Scheme. These sections provide further detail on the:
- 3.6.1 infrastructure comprised in the English Onshore Scheme;
 - 3.6.2 construction works that are required to deliver the English Onshore Scheme; and
 - 3.6.3 extent of the land and new rights that are needed to facilitate the construction, operation and future maintenance of the English Onshore Scheme.
- 3.7 NGET has undertaken a wide range of surveys and assessments to inform the base scheme design for the English Onshore Scheme. Civil and cable contractors will be responsible for further developing the detailed design, including matters such as route alignment, micro siting and

identifying joint bay locations. The procurement process which will lead to the appointment of the civil and cable contractors is ongoing. It is currently anticipated that contracts will be awarded in January 2024.

- 3.8 As a consequence, the final alignment and width of the corridor within which the HVDC Cables and HVAC Cables will be installed is not yet known. This will be influenced by a number of factors including: the varying ground conditions; topography and constraints which are anticipated to be encountered along the route; and the different construction/installation techniques which may need to be used.

Landfall

- 3.9 The English Onshore Scheme starts at the mean low water mark with the landfall works.
- 3.10 At the landfall, the offshore HVDC cables will connect to the onshore HVDC Cables at a buried transition joint pit, which is located to the north of Seaham Hall Beach, County Durham. The transition joint pit will be set back from the coastline, beyond the coastal erosion risk area to avoid future cable exposure, approximately 230 m inland from the mean low water mark. The offshore cables will make landfall via horizontal directional drill (**HDD**) under the intertidal zone and Seaham Hall beach.
- 3.11 Subject to design, the permanent buried transition joint pit will occupy an area of up to 60m² (based on an indicative footprint of 12m by 5m). However, a larger area will be required during installation to accommodate temporary construction equipment and storage areas. This temporary compound area (up to approximately 100m x 100m) will contain all necessary plant and equipment plus parking and welfare facilities required for the landfall construction works.
- 3.12 The Order Land boundary is wider at the landfall point due to factors which include:
- 3.12.1 the criticality and high risk of the HDD operation for the Project;
 - 3.12.2 complexity of the Landfall HDD operation, due to the depth and length of the HDD ducts (with the HDD length potentially extending to 1,200m);
 - 3.12.3 unknown ground conditions that cannot be identified until the HDD operations take place;
 - 3.12.4 size of the specialist equipment needed to complete the HDD operation; and
 - 3.12.5 site establishment, storage of installation material, safe access and egress and the working area required to complete the HDD operation.
- 3.13 Once installation has been completed, the only infrastructure visible on the surface (on otherwise fully reinstated land) will be either the cover of the link box pit or the equivalent link box pillar, whichever of the two is the preferred choice for installation.
- 3.14 A bespoke Landfall Right will need to be acquired to enable construction, operation, maintenance and decommissioning of the landfall works.

HVDC Cables

- 3.15 The HVDC Cables comprises two underground DC cables (and two fibre optic cables for performance monitoring) laid within a single trench (or where constraints dictate pulled through pre-installed ducts).
- 3.16 The total length of the route from the landfall site to the Converter Station site is approximately 10km and is routed through rural, predominantly agricultural land.
- 3.17 The HVDC Cable route begins at the mean low water mark at Seaham, where it overlaps with the Marine Scheme. At the proposed landfall site, it extends from mean low water mark across the intertidal zone to the transition joint pit. From the transition joint pit, the HVDC Cable route initially heads in a north westerly direction for approximately 1.4 km, crossing the B1287 and the Durham Coast railway line. The HVDC Cable route then crosses the A1018 roundabout with the B1285 and runs in a predominantly south-west direction towards Murton Moor. At Murton Moor the HVDC Cable route bears south-east and crosses National Cycle Route (NCR) 1 before bearing east towards the Converter Station at Hawthorn Pit.
- 3.18 The extent of the Order land required for the construction of the HVDC Cable is, in general, approximately 60m in width. Construction will typically take place within a working width of up to 40m, with permanent easements for operation and maintenance typically required within an area of 20m (extending to 30m where trenchless installation techniques are used).
- 3.19 The rights to construct the HVDC Cables are required over a corridor of 60m for a number of reasons, including the:
- 3.19.1 space required at crossing points;
 - 3.19.2 space required for access and egress, vehicles, equipment, and site establishment to install a cable joint bay (60m);
 - 3.19.3 need to allow sufficient flexibility to enable the cable to be routed around any obstacles or constraints which may be encountered during construction, including but not limited to archaeology; and
 - 3.19.4 need for flexibility in locating the cable joint bays along the route due to further route optimisation to be completed in detailed design.
- 3.20 Within the HVDC Cable corridor, a construction area of 60m is required to allow space for construction in respect of the cable joint bays. Cable joint bays are where two adjacent sections of cable have been installed and are subsequently joined together.
- 3.21 At this stage in the design process, NGET does not know where the joint bays will be located. Joint bay locations will be determined during detailed design. Therefore, it is necessary for the Order Land to comprise a 60m corridor in order to ensure that cable joint bays can be appropriately sited.
- 3.22 The construction of the HVDC Cables will primarily involve trenched installation in open agricultural land. The trenched installation will comprise:
- 3.22.1 one trench approximately 1.5 m wide, by 1.5 m deep within which the two HVDC Cables and fibre optic cables will be directly installed or installed within buried ducts;

- 3.22.2 temporary construction haul road, including laybys or passing places, to allow movement of construction traffic within the working width;
 - 3.22.3 areas for the temporary storage and management of excavated topsoil and subsoil which will be re-used in reinstating the working width;
 - 3.22.4 temporary drainage and water management measures to be implemented during construction; and
 - 3.22.5 other mitigation measures as necessary.
- 3.23 The exception to this is where engineering constraints mean additional land is required, such as where the proposed HVDC Cables crosses obstacles such as roads or railways. In those areas, trenchless installation techniques will be used (such as HDD techniques). In these locations, HDD compounds will be established which may extend beyond the normal working width. Therefore, in a number of instances the Order land corridor extends beyond 60m to accommodate these trenchless installation techniques.
- 3.24 The rights required to operate and maintain the HVDC Cables post-construction are required over a lesser area (typically 20m but extending to 30m where trenchless installation techniques are used). The main reasons for the difference in width are as follows:
- 3.24.1 Carrying out operation and maintenance activities, including fault repair, is a different activity to construction. For example:
 - (a) plant, machinery and vehicles required during the operation and maintenance phase of the English Onshore Scheme are anticipated to require a lesser area;
 - (b) it is anticipated that there would be less material excavated during the operation and maintenance phase of the English Onshore Scheme and so less storage required; and
 - (c) greater working areas are required for the construction phase of the English Onshore Scheme given the extent of the HVDC Cables and the period of construction.
 - 3.24.2 access arrangements are different for operation and maintenance activities. During construction, a significant haul road, suitable for two-way traffic, is required along the HVDC Cable route. This is not likely to be required during operation and maintenance activities.
- 3.25 Therefore, to ensure that the rights acquired pursuant to the Order are proportionate, the Order includes two separate sets of rights in respect of the HVDC Cables. These are the: Electricity Infrastructure Construction Rights (which extend over the broader 60m corridor and authorise the construction of the HVDC Cables); and HVDC Rights (which can be acquired anywhere within the 60m corridor but which will be limited to 30 metres in width where trenchless installation

techniques are used and 20 metres in width in all other cases). These rights are explained in more detail below, and there is precedent for this approach in CPOs made pursuant to the 1989 Act¹.

- 3.26 The cables will be laid so as to avoid interference with existing agricultural operations and will be laid in accordance with Energy Networks Association Guidance “Cable Laying on Agricultural Land” Ref: G57:Issue2:2019 (the **ENA Guidance**) (CDF.17). The ENA Guidance has been developed in combination with the Energy Networks Association members together with specialised external consultants, relevant UK and GB Trade Associations and industry bodies, manufacturers, suppliers, and users of the documents. The ENA Guidance has been drafted to assist the Energy Networks Association members with complying with their statutory obligations.

Converter Station

- 3.27 The Converter Station is located approximately 890m south-east of the existing Hawthorn Pit substation. The footprint of the Converter Station site is up to 7 ha and is located on agricultural land, bound by Coop House Wood to the south and south-west, agricultural land to the west, and Jade Business Park to the north. The land to the north-east of the Converter Station is currently open land.

- 3.28 The Converter Station is required to convert electricity from DC to AC and will comprise the following components (in separate zones of development) within a secure fenced compound:

Zone 1

- 3.28.1 DC Hall - the HVDC Cables terminate here. The switch hall also contains DC switchgear to connect to power electronics. This equipment can be enclosed in a building up to 26m in height or located outdoors;
- 3.28.2 Valve Halls and AC Inductors – contain high voltage power electronics equipment that converts electricity from DC to AC and vice-versa. This equipment must be located indoors in buildings up to 26m height within a controlled environment; and
- 3.28.3 Transformer bays – these change the AC voltage to an appropriate level for transmission via the AC system/ or prior to conversion to DC. The transformers are normally sited outdoors and separated by concrete fire protection walls. Typical dimensions are 15m long by 15m wide by 16m high. Cooling fans are also provided on transformers. Noise enclosures can be fitted around the transformers if required;

Zone 2

- 3.28.4 Control Building – contains control panels and associated operator stations, protection and communication equipment, offices and welfare facilities and other auxiliary systems all located within an enclosed building up to 15m high;
- 3.28.5 AC Switch gear and filters (“switch yard”) – connects the Converter Station to the AC transmission system. It includes a range of electrical equipment including harmonic filtration and reactive compensation equipment, circuit breakers, transformers, busbars

¹ For example, The National Grid Viking Link Limited (Viking Link Interconnector) Compulsory Purchase Order 2019 which included a Cable Construction Right and an HVDC Cable Right.

and insulators. The main function is to allow the effective integration of the DC system into the AC system. This equipment will be enclosed in a building or series of buildings up to 20m high;

- 3.28.6 Backup Generator – the Converter station requires its own power typically provided at 11 kV, a back-up generator (or battery storage) would be used to provide electricity supply in the event of a failure of the low voltage electricity supply; and
- 3.28.7 Spares Building – a building to house spare parts and components; this will be supplemented by hardstanding areas provided for storage of a spare transformer and spare cable drums.

Zone 3

- 3.28.8 Perimeter road zone which will contain a permanent perimeter road which would form a continuous circuit around the Converter Station to facilitate movement of vehicles and access.

Zone 4

- 3.28.9 Landscape planting zone which will comprise grassed areas and landscape planting around the Converter Station in order to provide permanent screening.

- 3.29 The final design of the Converter Station is not yet known. The procurement process which will lead to the appointment of the civil and cable contractors is ongoing. It is currently anticipated that contracts will be awarded in January 2024. Outline planning permission (reference DM/22/01663/OUT) was granted on 28 July 2023 subject to planning conditions (CD C.4). The section 106 agreement associated with the outline planning permission was completed on 27 July 2023 (CD C.5).
- 3.30 The Converter Station drainage system is subject to detailed design but will be a sustainable urban drainage system (SuDS) expected to comprise a pumping station in the south-west corner to lift surface water to the adjacent agricultural land to the northwest where there is sufficient space along the HVDC Cables to provide attenuation as a SuDS basin or cellular storage before discharging via gravity to the existing watercourse in Coop House Wood to the south-east.
- 3.31 Access to the Converter Station will be provided by a new permanent access road from the existing highway network (Spring Road). The proposed permanent access road comes off the existing curtailed arm of the Jade Business Park roundabout and will be 7.3 m wide. It is anticipated that this will be constructed at the beginning of the works in order that it can be used by all construction traffic and also forms part of the temporary access road to the construction compound during the construction phase.
- 3.32 As the Converter Station comprises integral above ground infrastructure, freehold acquisition is sought. To ensure that the rights acquired pursuant to the Order are proportionate, the Order includes the following rights: Access Rights in respect of the new permanent access road; Drainage Rights in respect of the land required as part of the drainage system; and Landscaping Rights in respect of the landscape planting zone and Coop House Wood.

- 3.33 Coop House Wood also forms part of the screening proposal for the Converter Station from a landscaping perspective. Therefore, the Order includes the imposition of the Landscaping Right over Coop House Wood to ensure that Coop House Wood is retained and continues to screen the Converter Station.

HVAC Route

- 3.34 The HVAC Cables will connect the Converter Station to the Substation. Six underground HVAC cables (two sets of three cables) will be installed within two separate trenches approximately up to 1.5m deep and up to 3.5m wide. There will be six AC cables and two fibre optic cables installed within two trenches (three AC cables and one fibre optic cable per trench), plus potentially two earthing conductors depending upon detailed design. The proposed fibre optic cables (one per circuit) will enable the temperature and performance of the AC cables to be monitored during operation.
- 3.35 The HVAC Cable route will be approximately 1km long. The HVAC Cable route leaves the Converter Station site in a broadly westerly direction and exits the proposed site at its north-west corner. From here it primarily crosses agricultural land, open access land, and the Sustrans NCR 1, before turning north and connecting to the Substation.
- 3.36 The HVAC Cable Route will also run from the Substation to the existing substation at Hawthorn Pit.
- 3.37 The extent of the Order land required for the construction of the HVAC Cable is, in general, approximately 80m in width. Construction will typically take place within a working width of up to 50m, with permanent easements for operation and maintenance typically required within an area of 25m (extending to 50m where trenchless installation techniques are used).
- 3.38 The rights to construct the HVAC Cables are required over a corridor of 80m for a number of reasons, including the:
- 3.38.1 space required at crossing points;
 - 3.38.2 fact that the route of the HVAC Cables shares a corridor with the route of the HVDC Cables;
 - 3.38.3 space required for access and egress, vehicles, equipment, and site establishment; and
 - 3.38.4 need to allow sufficient flexibility to enable the cable to be routed around any obstacles or constraints which may be encountered during construction, including but not limited to archaeology.
- 3.39 The rights required to operate and maintain the HVAC Cables post-construction are required over a lesser area (typically 25m but extending to 50m where trenchless installation techniques are used). The main reasons for the difference in width are as follows:
- 3.39.1 Carrying out operation and maintenance activities, including fault repair, is a different activity to construction. For example:

- (a) plant, machinery and vehicles required during the operation and maintenance phase of the English Onshore Scheme are anticipated to require a lesser area;
- (b) it is anticipated that there would be less material excavated during the operation and maintenance phase of the English Onshore Scheme and so less storage required; and
- (c) greater working areas are required for the construction phase of the English Onshore Scheme given the extent of the HVDC Cables and the period of construction.

3.39.2 access arrangements are different for operation and maintenance activities. During construction, a significant haul road, suitable for two-way traffic, is required along the HVDC Cable route. This is not likely to be required during operation and maintenance activities.

3.40 Therefore, to ensure that the rights acquired pursuant to the Order are proportionate, the Order includes two separate sets of rights in respect of the HVAC Cables. These are the: Electricity Infrastructure Construction Rights (which extend over the broader 80m corridor and authorise the construction of the HVAC Cables); and HVAC Rights (which can be acquired anywhere within the 80m corridor but which will be limited to 30 metres in width where trenchless installation techniques are used and 20 metres in width in all other cases). As with the HVDC Rights, the HVAC Rights are explained in more detail below, and there is precedent for this approach in CPOs made pursuant to the 1989 Act².

Substation

3.41 A new 400 kV Substation is required in proximity to the existing substation at Hawthorn Pit to allow connection into the electricity transmission system. The Substation is likely to have a footprint of up to 2 ha and will be no greater in height than the existing infrastructure at the existing substation at Hawthorn Pit, the tallest of which are approximately 18 m high. In the Committee Report, proposed planning condition 22 imposes a height limitation of 14m (save for lightning protection measures).

3.42 The Substation site is located approximately 50m south-east of the existing substation at Hawthorn Pit. The footprint of the substation is approximately 2ha and is located on an area of informal open access land. The site is gently sloping, with a 4m change in elevation from the north-west to south-east.

3.43 The Substation will provide termination for the HVAC Cables connecting the Converter Station. The Substation site will be a flat surface of grey gravels (“substation chippings”), along with internal roads, car parking and footpaths. The Substation site will be enclosed within a 2.4 m galvanised palisade security fence, with a 3.4 m high electric fence inside it.

3.44 The north-west of the Substation site will comprise the gas insulated switchgear (GIS) Hall, which will contain the new 400kV switchgear and will have a maximum height of 14 m. An attached

² For example, The National Grid Viking Link Limited (Viking Link Interconnector) Compulsory Purchase Order 2019 which included a Cable Construction Right and an HVDC Cable Right.

annex will contain the staff amenity and welfare facilities as well as the equipment required to supply, control and protect the Substation. The GIS building will be a portal frame structure with cladding walls and duo pitched roof and the annex will have a single pitch, attached to the southern elevation.

- 3.45 The north-east of the Substation site will contain a 1,000 MVA 400/275 kV super grid transformer comprising the main tank and cooler bank. The main tank will be within a noise enclosure and the cooler bank consists of a set of larger outdoor fans immediately adjacent to the east.
- 3.46 The southern half of the Substation site will comprise traditional air insulated switchgear (AIS) equipment including gantries that connect to the new overhead line (OHL) pylon to the south-east.
- 3.47 The Substation will also contain small buildings including:
 - 3.47.1 Static 120,000 l cylindrical above ground water tank for fire-fighting purposes;
 - 3.47.2 Diesel generator for back-up power supply;
 - 3.47.3 Workshop (7m x 3m container); and
 - 3.47.4 Stores (7m x 3m container).
- 3.48 The connection between the new Substation and the existing substation at Hawthorn Pit will be via HVAC Cables.
- 3.49 The final design of the Substation is not yet known. The procurement process which will lead to the appointment of the civil and cable contractors is ongoing. It is currently anticipated that contracts will be awarded in January 2024. Outline planning permission (reference DM/22/01663/OUT) was granted on 28 July 2023 (CD C.4). The section 106 agreement associated with the outline planning permission was completed on 27 July 2023 (CD C.5).
- 3.50 The Substation drainage system will be a SuDS system comprising swales and attenuation by underground cellular storage adjacent to the Substation. The attenuated water would then be routed via an underground pipe to the south and discharged into an existing water course by means of flow control devices, sampling chambers and a headwall, subject to detailed design.
- 3.51 Access to the Substation is proposed via approximately 25m of new road from the existing substation access road, connecting to the north-east corner of the new Substation via a 6m wide security gate.
- 3.52 As the Substation comprises integral above ground infrastructure, freehold acquisition is sought. To ensure that the rights acquired pursuant to the Order are proportionate, the Order includes the following rights: Access Rights in respect of the new permanent access road; Drainage Rights in respect of the land required as part of the drainage system; and Landscaping Rights in respect of the landscaping required.

Construction Compounds

- 3.53 Construction compounds will be required as part of the construction of both the Substation and the Converter Station, and an early works compound will also be required to commence enabling works. These compounds are located in the vicinity of the Substation and the Converter Station.
- 3.54 There are a number of construction compounds required across the route of the HVDC Cables. These comprise a construction compound located to the:
- 3.54.1 east of Stockton Road (B1285) adjacent to the HVDC Cable route before the crossing of the A1018/ B1285 roundabout. This compound would be accessed and exited via a left-turn only temporary access from Stockton Road and would have a footprint of up to 4 ha;
 - 3.54.2 north of Seaton Lane (B1404), to the west of the HVDC Cable route. Temporary access will be provided from Seaton Lane and the footprint of the compound would be approximately 2 ha. An 18-tonne weight restriction on Seaton Lane West Bridge over the A19/ A1018 slip road means it is not possible to access from the most direct route from the A19/ B1404 Seaton Lane junction and access will be from the west; and
 - 3.54.3 north of Station Road (B1285), adjacent to the west of the HVDC Cable route. Temporary access will be provided from Station Road and the footprint of the compound would be approximately 1 ha.
- 3.55 Four HDD crossings have also been identified across the HVDC Cable route. These are HDD crossings located at the:
- 3.55.1 crossing of the Durham Coast railway, approximately 300 m west of the landfall at Seaham. The HDD launch compound will be accessed via CC1 and the receiving compound will be accessed via a temporary access point on the B1287. This is situated wholly within the HVDC Cable corridor.
 - 3.55.2 crossing of the A1018/B1285 roundabout. The HDD launch compound will be accessed from CC1 and the receiving compound will be accessed via a haul road from the roundabout. This is situated wholly within the HVDC Cable corridor.
 - 3.55.3 crossing of the A19, north of Seaton. The HDD launch compound will be accessed from the haul road off the B1404 and the receiving compound from the haul road. This is situated wholly within the HVDC Cable corridor.
 - 3.55.4 southern end of the DC cable route, at the crossing of the NCR1. The two HDD compounds are connected via a temporary haul road across the NCR1.
- 3.56 The majority of these construction compounds are only required for a short period during the construction phase of the English Onshore Scheme. Therefore, to ensure that the rights acquired pursuant to the Order are proportionate Construction Compound Rights will be acquired for these construction compounds.
- 3.57 However, the Converter Station Compound will be required for the full construction period of the Project. In addition to the construction of the Converter Station Compound, the relevant parcel of

land is required for the installation of HVAC Cables, HVDC Cables and Landscaping Rights. Therefore, this parcel of land will be permanently acquired.

Accesses

- 3.58 The Order land also includes a number of different accesses. These accesses can be categorised as follows:
- 3.58.1 permanent accesses required to access the Order land during the construction and operational phases of the English Onshore Scheme;
 - 3.58.2 temporary accesses required to access the Order land during the construction phase of the English Onshore Scheme only; and
 - 3.58.3 temporary accesses which are only required to access the construction compounds during the construction phase of the English Onshore Scheme.

Overhead Electricity Lines

- 3.59 NGET owns and operates an existing overhead line between the existing substation at Norton and the existing substation at Hawthorn Pit (the **4TF OHL**). The 4TF OHL benefits from two existing consents and deemed planning permission: OL/16/053 dated 25 August 1972 and OL/16/053 dated 7 December 1973 (the **4TF Consents**).
- 3.60 As part of the Project, the 4TF OHL will be re-aligned at Hawthorn Pit so that the downloads drop into the new 400kV substation from a re-positioned pylon 4TF078. The re-positioned pylon 4TF078 will require a slight re-alignment of the electric line span between pylon 4TF077 and pylon 4TF078.
- 3.61 The construction of the foundations for pylon 4TF078 will be of mass concrete design or piled depending on geotechnical conditions. The dimensions of the excavation will differ, depending on the type of pylon to be installed, but is typically 6 m x 6 m x 6 m. Upon excavation of all four leg foundations, steel stubs will be suspended from a template to achieve the correct dimensions and rake for each leg of the pylon.
- 3.62 Pylons 4TF079 and 4TF080 and their spans will be dismantled and removed. Therefore, the Project will result in the loss of two pylons and a length of overhead electricity line.
- 3.63 The existing conductors will be unclamped and placed in rollers. The tension of the line will then be released, and the conductors lowered to the ground where they will be cut into manageable lengths, coiled and removed for recycling at a suitable facility. The insulator strings and other line fittings will be removed from each pylon. All of these items will be removed for recycling. The pylons will be cut into manageable sections and the steelwork removed from site to be recycled. The foundations of each redundant pylon will be excavated, and the concrete and stub foundations removed.

Replacement Public Open Space

- 3.64 Replacement public open space will be provided in respect of the informal public open space on which the Substation will be constructed.

3.65 Please see the section 11 below and the appended Public Open Space Statement which is submitted as an Order Document.

Biodiversity Net Gain and Landscaping

3.66 The Project includes provision to secure landscaping measures and biodiversity net gain, and the outline planning permission granted for the English Onshore Scheme includes a condition securing the provision of such landscaping and biodiversity net gain. The delivery of these benefits is also required to be secured through an agreement pursuant to section 39 of The Wildlife and Countryside Act 1981. This is secured through the section 106 agreement that has been entered into. The section 106 agreement associated with the outline planning permission was completed on 27 July 2023 (CD C.5).

3.67 The Order includes Landscaping Rights in respect of a number of plots which are required to deliver this comprehensive benefit pursuant to the planning permission.

3.68 There is precedent for the acquisition of land to deliver biodiversity net gain and landscaping measures, and there is emerging planning policy support for the acquisition of rights to deliver landscaping benefits in draft EN-5.

3.69 In addition to the landscaping and biodiversity net gain requirements pursuant to the planning permission, NGET is subject to regulatory requirements in respect of environmental net gain.

3.70 The basis for this is Special Condition 9.1 of NGET's transmission licence, which requires NGET to prepare and publish an Annual Environmental Report. The purpose of this Annual Environmental Report is to increase transparency and accountability in respect of NGET's Environmental Action Plan commitments. One of NGET's commitments within the Environmental Action Plan is to deliver net gain by at least 10% or greater in environmental value (including biodiversity) on all construction projects.

3.71 Linked to this, Special Condition 4.1 of NGET's transmission licence regulates NGET's output delivery incentive performance which in turn feeds into the revenue calculation. It includes a formula for the calculation of NGET's output delivery incentive performance, and one element of this calculation is the environmental scorecard output delivery incentive term. This is set out at Special Condition 4.6 of NGET's transmission licence, which makes it clear that the effect of the incentive is to reward or penalise NGET in six environmental areas (including environmental net gain).

4. LAND TO BE ACQUIRED

4.1 The following plots of land are to be compulsorily acquired as they are required by NGET on a permanent basis:

4.1.1 Plot 6-25: Substation;

4.1.2 Plot 7-28: Converter Station;

4.1.3 Plot 7-19: Converter Station Compound and Biodiversity Net Gain and Landscaping Land; and

- 4.1.4 Plots 6-49 and 6-50: Replacement Public Open Space.
- 4.2 Freehold acquisition of the Substation Land and Converter Station Land (Plots 6-25 and 7-28) is necessary to ensure that NGET has exclusive possession and control of the land required for the safe construction, operation and maintenance of the Substation and Converter Station.
- 4.3 This is consistent with previous electricity transmission and interconnection projects which have been confirmed by the Secretary of State³.
- 4.4 Freehold acquisition of the Converter Station Compound and part of the Biodiversity Net Gain and Landscaping Land (comprised in Plot 7-19) is necessary to ensure that NGET has exclusive possession and control of the land required for the compound throughout the construction period and given the accumulation of additional rights that would be required over this plot relating to both the HVAC Cable and HVDC Cable.
- 4.5 Freehold acquisition of the Replacement Public Open Space (Plots 6-49 and 6-50) is required to ensure that replacement public open space is secured in exchange for the acquisition of the Substation site.
- 4.6 No objections have been received in relation to the compulsory acquisition of Plot 6-25, 6-49, 6-50, 7-19 or 7-28 pursuant to the Order.

5. RIGHTS TO BE CREATED

- 5.1 Save in respect of the land identified at section 4, NGET's approach is to only acquire the interests that it requires over the various plots within the Order (**the Order Land**). Accordingly, for much of the scheme NGET seeks to create new rights over land rather than to acquire land.
- 5.2 The Landfall is at Seaham Beach, County Durham. The route of the HVDC Cable runs generally in a south westerly direction from the Landfall to the Converter Station near Hawthorn Pit in County Durham. From the Converter Station, the route of the HVDC Cable runs in a north westerly direction to the Substation at Hawthorn Pit. Save for the Converter Station, the Substation, the Converter Station Compound/Biodiversity Net Gain and Landscaping Land and the Replacement Public Open Space, NGET intends to acquire rights in respect of the Order Land.
- 5.3 A number of rights are to be created compulsorily in relation to the different elements of the English Onshore Scheme.
- 5.4 NGET's land rights strategy has been to acquire easements for the electricity cables as the infrastructure is situated underground and permanent acquisition of the land is not required. Therefore, the Order creates new rights in land compulsorily, as opposed to permanently acquiring the relevant land. NGET's approach to the creation of rights follows a proportionate approach in the use of its powers of compulsory acquisition.
- 5.5 Not all plots require the same rights, and so NGET's strategy has been to compulsorily acquire different classes of rights over different plots to ensure that it only compulsorily acquires the

³ For example The Greenlink Interconnector Limited (Greenlink, Pembroke) Compulsory Purchase Order 2020 and The National Grid Viking Link Limited (Viking Link Interconnector) Compulsory Purchase Order 2019.

rights that are necessary for the relevant plot. The classes of rights are defined below. NGET's approach to the categorisation of these rights follows a proportionate approach.

- 5.6 The following classes of rights, which are described in full in Appendix 2, are to be created over the various plots of land.
- 5.6.1 Access Rights;
 - 5.6.2 Electricity Infrastructure Construction Rights;
 - 5.6.3 Construction Compound Rights;
 - 5.6.4 Drainage Rights;
 - 5.6.5 HVAC Rights;
 - 5.6.6 HVDC Rights;
 - 5.6.7 Landfall Rights;
 - 5.6.8 Landscaping Rights;
 - 5.6.9 Overhead Line Rights;
 - 5.6.10 Overhead Line Access Rights;
 - 5.6.11 Overhead Line Removal Rights;
 - 5.6.12 Overhead Line Removal Access Rights; and
 - 5.6.13 Temporary Access Rights.
- 5.7 The Order will authorise the creation of these new rights over different plots of the Order Land. The new rights sought by NGET have been separated into these separate rights packages based on their purpose and applied to specific plots, as appropriate.
- 5.8 Some of the rights are only required for temporary purposes, such as the creation of construction compounds, and will only be exercised during the construction phase. Other rights will be permanent in nature, such as the right to keep installed, operate, maintain and decommission the HVAC and HVDC Cables. Others, such as the right to access the land for the purpose of maintaining the HVAC and HVDC Cables, will be permanent in nature but, whilst permanent in nature, will only be exercised intermittently in practice.
- 5.9 The separate rights packages have been drafted in this way to ensure that a proportionate approach to compulsory purchase is being taken in respect of each and every plot, so that the impact for affected landowners and occupiers is limited so far as reasonably practicable. Accordingly, if a land parcel is only required in order to facilitate limited works, the limited rights package is sought in respect of that land.
- 5.10 The Order clearly identifies whether it is proposed to acquire land or new rights in respect of the plots within the Order Land. Where new rights are proposed to be acquired, the description identifies the name of the appropriate rights package. In some instances, more than one rights package may be required for a plot.

5.11 The Order also defines different elements of the works to which the different rights will apply, to ensure that the appropriate rights packages will be acquired over the appropriate works. These are the:

5.11.1 **electricity infrastructure:** This term means the new HVAC Cables and HVDC Cables and associated works to be constructed including the substation and converter station; and

5.11.2 **electric lines:** This term means the new overhead electric line and associated works to be constructed.

5.12 The different rights packages are set out in Appendix 2 and their purposes are summarised below:

Access Rights

5.12.1 These rights will permit NGET to access land and adjoining land for the purposes of constructing, installing, commissioning, inspecting, surveying, maintaining, repairing, altering, renewing, replacing and removing or decommissioning the electricity infrastructure, together with associated rights.

5.12.2 These rights will be required on a permanent basis as they relate to the operation and maintenance of the electricity infrastructure.

Electricity Infrastructure Construction Rights

5.12.3 These rights will provide NGET with the rights required to facilitate the construction of the electricity infrastructure and associated development.

5.12.4 If NGET is required to acquire rights compulsorily, it intends to do this in two phases. To enable the construction phase of the English Onshore Scheme to proceed, the first phase will enable NGET to acquire these Electricity Infrastructure Construction Rights compulsorily. Following completion of the works and to enable the permanent operation of the English Onshore Scheme, the second phase will enable NGET to acquire HVAC Rights or HVDC Rights (as appropriate).

5.12.5 Save for a short period, these Electricity Infrastructure Construction Rights will only be required during construction of the English Onshore Scheme. These rights will also include the ability for NGET to energise and commercially operate the electricity infrastructure for a period of no more than four months following initial commercial operation.

5.12.6 The reason that this four-month period of operation is included within these Electricity Infrastructure Construction Rights to enable the operation of the English Onshore Scheme in the period between completion of construction and vesting pursuant to general vesting declarations (**GVD**). Land rights in respect of the HVDC Rights and HVAC Rights cannot vest in NGET until a period of three months has expired following execution of a GVD and the completion of service of the relevant notices on the relevant landowners. Therefore, this four-month period is included to ensure that the English Onshore Scheme can operate for the period following completion of construction

pursuant to the Electricity Infrastructure Connection Rights and before the vesting of the permanent land rights pursuant to the HVAC Rights or the HVDC Rights.

Construction Compound Rights

- 5.12.7 These rights will provide NGET with the rights required necessary for the purposes of erecting, creating, using and removing works compounds and associated rights in connection with the construction of the electricity infrastructure.
- 5.12.8 These rights will be sought over those construction compounds that sit outside of the main construction corridor.

Drainage Rights

- 5.12.9 These rights will provide NGET with the rights necessary to carry out de-watering and drainage works and install, alter, reinstate or remove drainage systems and associated rights.

HVAC Rights

- 5.12.10 These rights will provide NGET with the rights required in connection with the use, maintenance and decommissioning of the HVAC Cables and the rights to protect and prevent interference with the HVAC Cables.
- 5.12.11 These rights are needed in connection with the permanent electricity infrastructure. As explained in paragraphs 3.33 to 3.39 above, the final positioning of the HVAC Cable is not yet known. However, a permanent rights corridor of 50m in width will be required where HDD or other trenchless construction techniques are used. Where construction is via trenched installation is used, a permanent rights corridor of 25m in width is required. In both cases, these rights are required to accommodate the infrastructure, provide access for maintenance and to ensure that the electricity infrastructure is adequately protected.
- 5.12.12 Whilst the HVAC Rights are sought over all land within the HVAC Route, so that the HVAC Cables may be installed anywhere within the relevant plots of the Order Land, in order to ensure a proportionate approach to acquisition the HVAC Rights may only be acquired over that part of the Order Land that is required for the installed infrastructure. A restriction is imposed so that the HVAC Rights may only be acquired within a limited rights corridor of 50m or 25m depending on the method of construction.
- 5.12.13 There is one exception to this, because NGET needs the ability to acquire such access rights as may be necessary over the Order Land in order to access the HVAC Cable. The access right within the HVAC Rights may therefore be acquired over any of the Order Land subject to this right.
- 5.12.14 There is precedent for this approach within confirmed compulsory purchase orders. This is also consistent with the approach taken in development consent orders, where development is constructed pursuant to powers of temporary possession and permanent rights are acquired post-construction.

HVDC Rights

- 5.12.15 These rights will provide NGET with the rights required in connection with the use, maintenance and decommissioning of the HVDC Cables and the rights to protect and prevent interference with the HVDC Cables.
- 5.12.16 These rights are needed in connection with the permanent electricity infrastructure. As explained in paragraphs 3.15 to 3.25 above, the final positioning of the HVDC Cable is not yet known. However, a permanent rights corridor of 30m in width will be required where HDD or other trenchless construction techniques are used. Where construction is via trenched installation is used, a permanent rights corridor of 20m in width is required. In both cases, these rights are required to accommodate the infrastructure, provide access for maintenance and to ensure that the electricity infrastructure is adequately protected.
- 5.12.17 Whilst the HVDC Rights are sought over all land within the HVDC Route, so that the HVDC Cables may be installed anywhere within the relevant plots of the Order Land, in order to ensure a proportionate approach to acquisition the HVDC Rights may only be acquired over that part of the Order Land that is required for the installed infrastructure. A restriction is imposed so that the HVDC Rights may only be acquired within a limited rights corridor of 30m or 20m depending on the method of construction.
- 5.12.18 There is one exception to this, because NGET needs the ability to acquire such access rights as may be necessary over the Order Land in order to access the HVAC Cable. The access right within the HVAC Rights may therefore be acquired over any of the Order Land subject to this right.
- 5.12.19 There is precedent for this approach within confirmed compulsory purchase orders. This is also consistent with the approach taken in development consent orders, where development is constructed pursuant to powers of temporary possession and permanent rights are acquired post-construction.

Landfall Rights

- 5.12.20 These rights will provide NGET with the rights required in connection with the use, maintenance and decommissioning of the HVDC Cables and the rights to protect and prevent interference with the HVDC Cables and associated rights at the point of the Landfall.
- 5.12.21 The Landfall is a critical component of the English Onshore Scheme

Landscaping Rights

- 5.12.22 These rights will provide NGET with the rights required for the purposes of or incidental to the installation, inspection, retention, operation, protection, maintenance, repair, renewal, replanting and replacement of landscaping, ecological and/or environmental measures and associated rights including in relation to Biodiversity Net Gain.

- 5.12.23 These rights will be required on a permanent basis, to ensure that landscaping works and environmental and ecological measures are maintained throughout the lifetime of the Project including in relation to Biodiversity Net Gain.

Overhead Line Rights

- 5.12.24 These rights will provide NGET with the rights necessary for the purposes of or incidental to the construction, retention, commissioning, operation, protection, maintenance, surveying, repair, renewal, replacement, removal and decommissioning of the electric lines and associated rights.
- 5.12.25 These rights will be required on a permanent basis as they relate to the operation and maintenance of the electric lines.

Overhead Line Access Rights

- 5.12.26 These rights will provide NGET with the rights necessary to access the land and adjoining land for the purposes of constructing, installing, commissioning, inspecting, surveying, maintaining, repairing, altering, renewing, replacing and removing or decommissioning the electric lines and associated rights.
- 5.12.27 These rights will be required on a permanent basis to ensure the ongoing access for the operation and maintenance of the electric lines.

Overhead Line Removal Rights

- 5.12.28 These rights will provide NGET with the rights necessary for the purposes of or incidental to the removal and decommissioning of the electric lines and associated rights.
- 5.12.29 These rights will only be required during the removal and decommissioning of the relevant parts of the English Onshore Scheme.

Overhead Line Removal Access Rights.

- 5.12.30 These rights will provide NGET with the rights necessary to access the land and adjoining land for the purposes of removing and decommissioning the electric lines and associated rights.
- 5.12.31 These rights will only be required during the removal and decommissioning of the relevant parts of the English Onshore Scheme.

Temporary Access Rights

- 5.12.32 These rights will permit NGET to access land and adjoining land for the purposes of constructing, the electricity infrastructure, together with associated rights.
- 5.12.33 These rights will be required on a temporary basis as they relate to the early works required to establish the construction scheme for the infrastructure.

- 5.13 For completeness, the size, description, owner of each plot and the rights to be acquired are identified in the table in Appendix 3.

6. ENGAGEMENT WITH AFFECTED PARTIES

6.1 NGET has sought to voluntarily acquire all necessary rights voluntarily through negotiation with the known landowners.

Land to be Acquired

6.2 NGET has limited its permanent acquisition to the land that it will require permanent control of.

6.3 Heads of Terms were issued to the following parties for the acquisition of land.

Plots	Plot Owner	Status of Negotiations
Plot 6-25 Substation	Durham County Council	Heads of Terms issued on 29 September 2022 and discussions are ongoing. No objection submitted in relation to the acquisition of this plot of land.
Plots 7-19 and 7-28 Converter Station Converter Station Compound / Biodiversity Net Gain and Landscaping Land	John Geoffrey Lamb and Sheila Lamb	Heads of Terms issued on 22 June 2022. Heads of Terms agreed on 23 December 2022. No objection submitted.
Plots 6-49 and 6-50 Replacement Public Open Space	Colin Stephen Ford	Heads of Terms issued on 29 September 2022 and discussions are ongoing. No objection submitted.

Rights to be Acquired

6.4 NGET has employed a comprehensive and consistent land rights strategy in order to acquire the interests in the plots that it requires to deliver the Project. National Grid's land rights strategy was introduced in 2010 in order to provide a consistent methodology for acquiring land rights for National Grid's infrastructure projects.

- 6.5 This strategy has comprised of offers being submitted to each landowner, with incentives linked to the early acceptance of offers.
- 6.6 Heads of Terms for the Agreement to Grant enabling NGET to enter land for the construction and installation of the cable and associated infrastructure and post installation to enter into a Deed of Easement were issued to landowners.
- 6.7 The Agreement to Grant is proposed to be a 5-year period and the total offer from NGET (which includes a market value consideration payment) includes an incentive payment, payable on completion of the Agreement to Grant, subject to the Agreement to Grant being completed within 20 weeks from the date of the issue of Heads of Terms. The incentive period was extended to 23 weeks by a further letter issued in December 2022.
- 6.8 As part of this strategy, NGET provided draft heads of terms to each of the landowners. The table below sets out the current status of negotiations with each landowner and also identifies those parties who have not submitted an objection to the Order.

Plots	Plot Owner	Status of Negotiations
Plots 1-01, 1-02, 1-07, 1-18, 1-20, 1-21, 1-22, 1-23, 2-16, 2-17, 2-17, 2-18, 2-19, 3-03, 3-04, 3-08, 5-05, 6-02, 6-05, 6-11, 6-12, 6-13, 6-17, 6-18, 6-19, 6-20, 6-21, 6-22, 6-23, 6-24, 6-25, 6-26, 6-27, 6-28, 6-29, 6-30, 6-31, 6-32, 6-33, 6-35, 6-36, 6-37, 6-38, 6-39, 6-40, 6-41, 6-42, 6-48, 7-18, 7-20, 7-21, 7-22, 7-23, 7-24, 7-25, 7-26, 7-27	Durham County Council	Heads of Terms issued on 29 September 2022 and discussions are ongoing.
Plots 1-04, 1-05, 1-06, 1-07 and 1-09	Edward Colin Snowdon Helen Alexandra Snowdon	Heads of Terms were issued on 17 August 2022 and discussions are ongoing.
Plots 1-04, 1-05, 1-06, 1-07, 1-08, 1-09 and 1-10	Helen Alexandra Ridley Victoria Jane Payne	Heads of Terms were issued on 17 August 2022 and discussions are ongoing.
Plot 1-11	Network Rail Infrastructure Limited	NGET has been in communication with Network Rail throughout the development of the Project. Network Rail has confirmed that

		<p>NGET must adhere to Network Rail's internal clearance process, and NGET has been waiting to receive details to formally proceed with this.</p> <p>In the interim, Heads of Terms were issued on 23 December 2022 as a means of twin-tracking agreeing a voluntary agreement alongside Network Rail's internal clearance process.</p> <p>No objection submitted</p>
Plots 1-12 to 1-17, 1-19 and 1-21	Keith John Davidson	Heads of Terms were issued on 17 August 2022 and discussions are ongoing.
Plots 1-18, 1-20,1-22,1-23,1-24,1-25,2-10	National Highways Limited	Heads of Terms were issued on 16 December 2022 and discussions are ongoing. No objection submitted
Plots 1-26, -26, 1-27,1-28,1-30,2-01,2-02,2-05,2-06, 2-08, 2-09, 2-11,2-12,2-13, 2-14,2-15 2-17,2-20, 3-06, 3-07,3-08, 3-09, 3-11, 4-01,6-09, 7-01,7-02,7-03,7-04,7-05	Stephen Moore Gregson	Heads of Terms were issued on 20 September 2022 and discussions are ongoing.
Plots 2-03, 2-07	Railway Paths Limited	Heads of Terms were issued on 20 September 2022 and discussions are ongoing. No objection submitted
Plots 2-04	Ivan Shaw Weightman & Simon Archbold Harrison Weightman	Heads of Terms were issued on 17 August 2022 and discussions are ongoing.
Plots 3-01,3-02,3-03,3-04, 3-05,3-10, 4-02	Michael Ronald Ford	Heads of Terms were issued on 17 August 2022 and discussions are ongoing.

Plots 4-03, 4-04, 5-01,5-02,5-03, 5-04, 5-05,5-08,5-09,5-10,5-11,5-12	Martin Edward Dryden	Heads of Terms were issued on 17 August 2022 and discussions are ongoing.
Plots 4-06	Jo Laidler Hare, John George Hare & Lydia Victoria Hare	Heads of Terms were issued on 17 August 2022 and discussions are ongoing. Heads of Terms have previously been agreed and were signed but have subsequently been re-opened.
Plots 5-05,5-06,5-07	Philip Dryden & Linda Dryden	Heads of Terms were issued on 17 August 2022 and discussions are ongoing.
Plots 6-01,6-04	Katherine Pattison	Heads of Terms were issued on 17 August 2022 and discussions are ongoing.
Plots 6-03,6-06,6-08,6-14,6-15,6-16, 6-49,6-50	Colin Stephen Ford	Heads of Terms were issued on 29 September 2022 and discussions are ongoing. No objection submitted.
Plots 6-10	Edward Peverley	Heads of Terms were issued on 17 August 2022 and discussions are ongoing.
Plots 6-43, 6-44,6-45,6-46,6-47, 7-01,7-02,7-03,7-04, 7-05,7-12,7-13	Kevin Colin Howes	Heads of Terms were issued on 23 September 2022 and discussions are ongoing.
Plots 7-01,7-02,7-03,7-04,7-05,7-06,7-07,7-08,7-09,7-10,7-11	Christine Ann Howes & Philip Howes	Heads of Terms were issued on 20 September 2022 and discussions are ongoing.

Land in Unknown Ownership

6.9 NGET has sought to identify the ownership of land where the ownership is currently unknown. The Table below identifies land where the ownership is currently unknown.

Plot	Size	Description	Ownership	Rights
1-03	7,112 metres squared	pebble beach (east of B1287)	Unknown	Electricity Infrastructure Construction Rights and Landfall Rights

6-07	185 metres squared	access track, hedgerow and public bridleway (Murton BW15), (northwest of Hawthorn Pit Grid Substation)	Unknown	Electricity Infrastructure Construction Rights and HVDC Rights
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6.10 NGET has taken active steps to identify the owners (or reputed owners) of any unregistered plots. This has included the erection of site notices on or close to the land in question and the serving of Request for Information forms on all landowners asking for them to clarify the extent of their land ownerships.

6.11 NGET's land agents erected site notices on 16 May 2022. The site notices were left *in situ* for two weeks, and NGET's land agents then undertook five site visits during this period to ensure that these site notices remained *in situ*.

Next Steps

6.12 NGET will continue to seek to voluntarily acquire rights over plots where there are known landowners and will continue to seek to agree heads of terms with those landowners that are yet to agree heads of terms. NGET will do this in parallel with the promotion of the Order, as the Order is its last resort to ensure that it has acquired all the rights that it requires to deliver the Project in accordance with the project programme.

6.13 Notwithstanding NGET's ongoing commitment to voluntary negotiations with known landowners, NGET must have certainty in respect of the rights that it requires in order to ensure the comprehensive delivery of the Project. Therefore, NGET has made the Order because:

6.13.1 NGET's strategy has been to obtain options by agreement. The compulsory powers provide a fall-back should the voluntary agreements fail, for example if a landowner is unwilling to grant the relevant rights once the option has been exercised;

6.13.2 including all interests in a compulsory purchase enables a complete set of consistent rights to be compulsorily acquired in the same way and through one process;

6.13.3 compulsory purchase powers encourage landowners to negotiate, and to negotiate realistically in the context of a compulsory acquisition programme;

6.13.4 powers of compulsory acquisition are more readily enforceable; and

6.13.5 there remain plots of land which are in unknown ownership and in which rights must be compulsorily acquired in any event if the ownership remains unknown to ensure that the Project can be comprehensively delivered.

6.14 The CPO Guidance recognises that, whilst compulsory purchase should be a last resort, valuable time would be lost if NGET waited until voluntary negotiations have broken down before initiating the compulsory purchase process and that it is often sensible for formal procedures to be initiated in parallel.

- 6.15 The CPO Guidance further recognises the utility of NGET initiating compulsory purchase procedures in signalling the seriousness of its intention to landowners which may help to facilitate more meaningful negotiations.
- 6.16 The Government recognises in the Land Rights and Consents for Electricity Network Infrastructure Call for Evidence dated 4 August 2022 (the **Call for Evidence**) (CD B.11) that: “*in some cases, costs and delays as a result of land rights and consenting processes can hinder or prevent electricity network infrastructure projects from going ahead*”. NGET is initiating the CPO process to ensure that the costs and delays as a result of land rights do not hinder or prevent the Project.
- 6.17 NGET will continue to negotiate actively with landowners in parallel with the compulsory acquisition process.
- 6.18 NGET’s approach to voluntary negotiations and compulsory acquisition is in accordance with the CPO Guidance.
- 6.19 A summary of the key stages and timelines of landowner interaction is provided below:

Date	Description of Engagement
January/February 2021	Initial contact with potential landowners for the English Onshore Scheme
February 2021 throughout 2021	Survey Packs Issued and Request for Survey Licences issued to Landowners across the English Onshore Scheme.
24 May 2021 to 18 June 2021	Phase 1 Public Consultation
7 July 2021	Land Interest Questionnaires Issued to Landowners
30 July 2021	Land Interest Questionnaire Follow Up with Landowners
31 August 2021	Proposed Route Shared with Landowners
31 January 2022	Land Interest Questionnaire Follow Up with Landowners
7 February 2022 to 20 February 2022	Phase 2 Public Information Events
August 2022 / September 2022	Heads of Terms issued to Landowners
December 2022	Letter reminding landowners of the upcoming expiry of the deadline of the incentive period

24 January 2023	Notice of making of Order served on Landowners
30 January 2023	Letter to landowners extending the incentive deadline until 31 March 2023
February 2023 onwards	Continued engagement with landowners on voluntary agreements.
31 March 2023	Expiry of extended incentive period

7. ASSESSING ALTERNATIVE WAYS OF REALISING THE PRIMARY OBJECTIVE

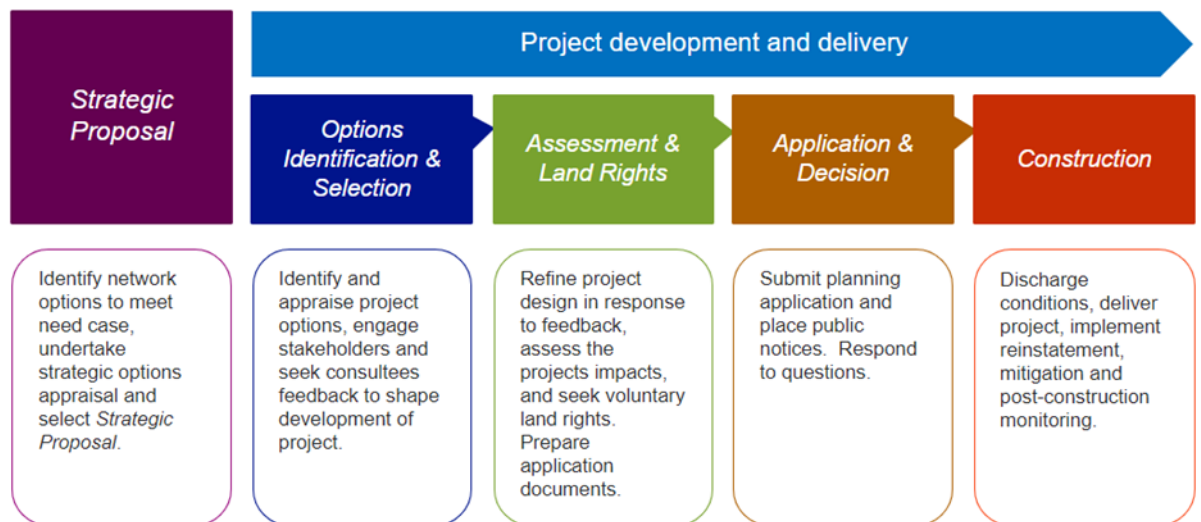
7.1 NGET's approach to assessing alternatives is set out in the Environmental Appraisal Report: Volume 2: Chapter 02: Project Alternatives dated May 2022 prepared by NGET (the **Alternatives Report**) (CD D.6).

7.2 The primary objective of the Project is to reinforce the electricity network and increase transmission capacity across the B6 boundary between southern Scotland and northern England before 2030.

7.3 As a transmission licence holder under the 1989 Act, NGET has a number of statutory duties which it must take account of in developing and maintaining its network. These duties are set out in NGET's Stakeholder, Community and Amenity Policy. As a transmission licence holder NGET is required to develop and maintain an efficient, coordinated and economical electricity transmission system and to facilitate competition in the supply and generation of electricity.

7.4 Under Schedule 9 to the 1989 Act, NGET is required to consider ways to preserve amenity in England, which it interprets to mean the natural environment, cultural heritage, landscape and visual quality, and also includes the impact of its works on communities, such as the effects of noise and disturbance from construction.

7.5 NGET has a systematic approach to developing new infrastructure projects which follows five main stages. NGET considers a range of engineering, economic, environmental and social factors consistent with its statutory duties, as well as consulting with stakeholders and members of the public at key stages by being open with information and transparent about the judgements it makes. This is demonstrated in the diagram below.



7.6 The Alternatives Report demonstrates the steps that NGET has taken in developing the Project and the English Onshore Scheme. The next section summarises the steps taken.

Strategic Options Appraisal

7.7 Consideration was given to developing subsea links from the existing Torness substation in East Lothian to substations within NGET’s licence area as far south as substations around Middlesbrough. Overhead line options were considered and discounted as part of this exercise. The outcome of this assessment was that the existing substation at Hawthorn Pit was the preferred strategic option for the Project.

Options Identification

7.8 Following the outcome of the strategic options appraisal, marine and terrestrial routeing/siting studies were undertaken. These focused on identifying a preferred subsea cable route to be subject to seabed survey and a preferred underground cable route, Converter Station and Substation in the vicinity of the existing substation at Hawthorn Pit. This included the assessment of:

- 7.8.1 landfall areas, leading to the selection of the Landfall as the preferred landfall;
- 7.8.2 underground cable route corridor, leading to the selection of the HVDC Cable route;
- 7.8.3 converter station and substation sites, leading to the selection of the Converter Station and Substation.

Consultation

7.9 The detailed route alignment was subject to consultation with affected landowners and statutory bodies and sought, where practicable, to minimise disruption to existing land uses. This included consultation with DCC, Sunderland City Council, Natural England, Historic England and the Environment Agency.

Further Consideration

- 7.10 Further refinement of the English Onshore Scheme was undertaken in parallel with the environmental appraisal as part of the Planning Application to inform a greater level of design definition and further consider potential environmental impacts and opportunities for mitigation. This has included confirmation on the working width, alignment of cable routes, construction compound locations, temporary and permanent access points, and HDD locations.
- 7.11 NGET has revisited the work undertaken to date following the Project refinement and considers that each of the decisions remains valid in light of the final Project, which meets the primary objective.

Further Consultation

- 7.12 The Project has been the subject of extensive engagement with the public and stakeholders, including detailed discussions with affected landowners and a public consultation event.
- 7.13 A Project website was launched in January 2021 and was accessible via the internet. The website included details on the Project, online public information exhibitions and contact information.
- 7.14 NGET commenced public consultation at the start of 2021, when landowners along the preferred route of the English Onshore Scheme were contacted by the lands team to organise surveys. There were also two phases of public consultation, which are outlined below and which all landowners were invited to:

Phase 1 Public Consultation

- 7.14.1 Phase 1 ran for four weeks between Monday 24 May 2021 and Friday 18 June 2021. During this phase the public and relevant stakeholders (including known landowners) were consulted on three fundamental components of the project, comprising the:
- (a) construction of the Converter Station and Substation;
 - (b) route of the HVDC Cables and the HVAC Cables; and
 - (c) anticipated impact on local communities and environment.
- 7.14.2 This phase of consultation was held via an online digital exhibition, as well as four 4-hour live chat and video sessions.

Phase 2 Public Information Events

- 7.14.3 The second phase of the pre-application community engagement was a series of Public Information Exhibition Events which were undertaken between Monday 7 February and Saturday 19 February 2022. The objective of these events was to brief residents, community groups and stakeholders on updated information on the English Onshore Scheme ahead of the submission of the planning application.
- 7.14.4 The engagement process for Phase 2 Public Information Events mirrored that of the Phase 1 Public Consultation and presented more detailed plans. The event website was live from 7 February 2022 to 20 February 2022. A four-page newsletter, containing more detailed information on the English Onshore Scheme, was issued for the Phase 2 Public Information Events.

Outcome of Consultation

- 7.15 The aim of the Phase 1 Public Consultation was to inform consultees about the English Onshore Scheme at an early stage, understand their views and concerns, and collate and consider their feedback. A range of feedback was received.
- 7.16 The responses to the Phase 1 Public Consultation were focussed on the height of the proposed Converter Station (up to 30 m) and its integration into the surrounding landscape. In response to these concerns, NGET further explored the Converter Station design with the objective of looking to reduce the maximum height within the outline design parameters. Subsequently, the maximum height of the Converter Station was reduced by 4 m (from being up to 30m to being up to 26m).
- 7.17 The objective of the Phase 2 Public Information Events was not to generate further feedback (although all questions and comments by participants were collated and reviewed) but to provide further detail of the English Onshore Scheme.

Alternative Approaches to Land Rights

- 7.18 In terms of the use of the Order, NGET has sought to agree rights voluntarily as identified in section 6 above. NGET's approach of seeking easements for the cables is necessary and proportionate, as are the rights to be acquired pursuant to the Order.
- 7.19 In terms of alternative ways of acquiring such rights, NGET's approach of acquiring permanent rights as opposed to wayleaves is necessary and proportionate because wayleaves are time limited and would not provide adequate rights or protection to the Project in the way that the rights to be acquired pursuant to the Order would. In addition, wayleaves have a number of deficiencies as they:
- 7.19.1 can be withdrawn without the consent of NGET, unlike permanent rights;
 - 7.19.2 cannot be registered at HM Land Registry in the same way as permanent rights; and
 - 7.19.3 do not bind successors in title in the way that permanent rights do.
- 7.20 As a further alternative, NGET considered the use of necessary wayleaves under Schedule 4 to the 1989 Act as these overcome some of the deficiencies of a wayleave. However, necessary wayleaves still have the following deficiencies when compared to the permanent rights to be acquired pursuant to the Order:
- 7.20.1 a necessary wayleave is time limited (ordinarily to 15 years, which is far less than the operational lifetime of the Project), and may contain provisions allowing the owner or occupier to terminate prior to such expiry;
 - 7.20.2 whilst a necessary wayleave can bind successors in title, it is not registrable at HM Land Registry in the same way as permanent rights;
 - 7.20.3 the compensation provisions for a necessary wayleave provide less certainty than pursuant to the Order; and
 - 7.20.4 the procedure for obtaining a necessary wayleave is similar in terms of time and cost to the rights acquired pursuant to the Order but affords less protection to the Project.

8. PUBLIC BENEFIT OF THE PROJECT

The Need for the Project

- 8.1 The primary objective of the Project is to reinforce the electricity network and increase transmission capacity across the B6 boundary between southern Scotland and northern England before 2030.
- 8.2 The UK and Scottish Governments have set ambitious targets to achieve net zero in their greenhouse gas emissions by 2050 in England and Wales⁴ and by 2045 in Scotland.⁵ To meet these targets the UK will need to continue to move away from traditional and polluting forms of energy generation to heat homes, charge vehicles and power businesses, and there will be a greater need for cleaner, greener energy.
- 8.3 In November 2020 the UK Government set out its Ten Point Plan for a Green Industrial Revolution (the **Ten Point Plan**) (CD B.8). The Ten Point Plan lays the foundations for the UK to meet its legal obligation to deliver Net Zero greenhouse gas emissions by 2050. The Ten Point Plan also fully recognises that in order to connect green energy generation, specifically offshore wind, the UK must undertake a significant transformation and reinforcement of its existing electricity transmission network. This requirement has been further increased by the UK Government's recent British Energy Security Strategy (April 2022) (the **BESS**) (CD B.7) which now identifies a target of delivering 50 GW of renewable wind energy by 2030.
- 8.4 The BESS sets out the Government's aims to reduce reliance on coal and gas and to generate and store more renewable and nuclear energy in the UK and recognises the importance of the transmission network within this strategy, noting that accelerating our domestic supply of clean and affordable electricity also requires the expansion and growth of that transmission network to connect new green energy generation, and to transfer the power to where it is needed most.
- 8.5 The Call for Evidence identifies that the electricity network will be a fundamental enabler of meeting increased demand for electricity and the changing nature of supply, "transporting the power from where it is generated to the consumers and businesses who need it".
- 8.6 The National Grid Electricity System Operator (**NGESO**) is the electricity system operator for Great Britain. NGESO annually reviews the network capabilities requirements which includes the following notable activities and publications:
- 8.6.1 Future Energy Scenarios (**FES**)– are developed annually by NGESO with input from industry and other stakeholders. The FES represent a range of different, credible ways in which the energy could evolve taking account of policy and legislation, including net zero targets.
 - 8.6.2 Electricity Ten Year Statement (**ETYS**) – using data from the FES, NGESO undertakes and annual assessment to identify points on the transmission system where more

⁴ Climate Change Act 2008 (2050 Target Amendment) Order 2019, section 2

⁵ Climate Change (Emissions Reduction Targets) (Scotland) Act 2019, section 1

network capability is needed to ensure that energy is delivered efficiently and reliably to where it is needed.

- 8.6.3 Network Options Assessment (**NOA**) – The NOA sets out NGENSO’s recommendation for which reinforcement projects should receive investment during the coming year. These are assessed by NGENSO so that the most economic and efficient solutions are recommended to proceed, and others told to hold or stop. The NOA uses the latest methodology approved by Ofgem, and outputs from the FES and ETYS.
- 8.7 Scotland and the north of England is characteristically an ‘exporting’ region where installed generation capacity is more than enough to supply the local demand. Larger demand areas lie in central and south of England and so the energy flows across the southern Scottish and northern English boundaries are predominantly north-to-south, which is the main driver for reinforcements. The FES, ETYS and NOA have identified that Scotland has significant quantities of green energy and there is a need to increase the cross-border capabilities of the electric transmission network.
- 8.8 The Eastern Link (which includes the Project) achieved approval to proceed in the NOA published in 2015/2016. The requirement for reinforcement has increased as the volume of renewable energy generation connecting to, or forecast to connect to, this part of the network has increased. In the 2019/2020 and the 2020/2021 NOA, proceed signals have been given to two cross border reinforcements which includes the Project.
- 8.9 The NOA published in January 2022 (**January 2022 NOA**) (CD F.11) gave a “proceed” signal to three east coast reinforcements including the Project, and the NOA published in July 2022 (**July 2022 NOA**) (CDF.12) continues to support east coast reinforcement including the Project. The July 2022 NOA identifies the Project as a Holistic Network Design (**HND**) essential option, being a reinforcement that is essential to deliver the Pathway to 2030.
- 8.10 The HND provides a recommended offshore and onshore design for a 2030 electricity network, that facilitates the Government’s ambition for 50GW of offshore wind by 2030. The HND identifies the Project as a significant reinforcement project, which is needed on top of the proposed coordinated offshore network to meet increasing bulk power flow requirements brought on by such vast volumes of low carbon generation.
- 8.11 The Pathway to 2030 dated July 2022 (the **Pathway to 2030**) (CD F.13) recognises the clear value in transferring power from Scotland to England, and it also identifies that the Project is required in addition to the coordinated offshore network.
- 8.12 The Government is currently consulting on its Strategy and Policy Statement for Energy Policy in Great Britain (the **Policy Consultation**) (CD B.12). One of the Government’s policy objectives in this document is to “*dramatically reduce timelines for delivering strategic onshore transmission network infrastructure and halve the end-to-end process by the mid-2020s*” and its expectation that “*Ofgem should significantly expedite the regulatory approvals process for strategic network infrastructure*”. The Policy Consultation also recognises that the: “*electricity and gas transmission and distribution networks need to be transformed to meet the demands of a decarbonised energy system and to meet government’s ambitions for low carbon and renewable*

energy generation. The growth of low-carbon electricity generation will need to accelerate significantly.” The Project will support these key policy objectives.

- 8.13 Ofgem has approved the initial needs case and the final needs case for the Project, with the final needs case approved in the Eastern HVDC – Conditional Decision: Final Needs Case dated 8 July 2022 (the **Ofgem FNC Decision**) (CD D.8). The Ofgem FNC Decision is submitted as an Order Document.
- 8.14 In the Ofgem FNC Decision, Ofgem confirmed that the Project is necessary and will deliver significant benefits for consumers by allowing additional renewable generation to connect to the network and reduce constraint costs. Ofgem have also confirmed that the technical options are clear and demonstrable with robust cost benefit analysis, and that through appropriate technical consideration NGET has come to the preferred option for the Project. The Ofgem FNC Decision reflects the national need for the Project.
- 8.15 There is also precedent for projects of a similar nature securing section 35 directions pursuant to the Planning Act 2008, demonstrating their national significance. For example, NGET’s Sea Link Reinforcement Project benefits from a section 35 direction on the basis that it:
- 8.15.1 is of national significance, taking into account that it is a large-scale linear electricity transmission reinforcement project with a 2GW capacity; and
 - 8.15.2 will play an important role in enabling an energy system that meets the UK’s commitment to reduce carbon emissions and the Government’s objectives to create a secure, reliable and affordable energy supply for consumers.

Status of the Project

- 8.16 Please see section 9 for more detail.

National Energy Policy

- 8.17 The National Infrastructure Delivery Plan 2016 – 2021 dated March 2016 (the **NIDP**) (CD B.9) prepared by the Infrastructure and Projects Authority explains requirements and funding for national infrastructure. In the current Parliament and beyond, it recognises that network companies face an unprecedented investment challenge to maintain a reliable, secure network, and deal with changes in demand and generation that will occur in a low carbon future.
- 8.18 In May 2019, the Committee on Climate Change published Net Zero – The UK’s Contribution to Stopping Global Warming (the **Net Zero Report**) (CD B.13). The Net Zero Report recommended a new target of net zero greenhouse gas emissions by 2050 and this was passed into law in June 2019. The Net Zero Report recognises that transmission network capacity will need to keep pace with developments on generation (e.g., large-scale offshore wind) and interconnections, and the Net Zero Report also recognises the need for enhanced system flexibility.
- 8.19 The Energy White Paper published in December 2020 (the **White Paper**) (CD B.10) is one of the more recent Government policy papers setting out how the UK will reach net zero emissions by 2050.

- 8.20 The White Paper explains that it is likely that overall demand for electricity will double by 2050 due to the electrification of other sectors such as transport and heating. On page 42, it states that meeting this demand by 2050 would require “*a four-fold increase in clean electricity generation with the decarbonisation of electricity increasingly underpinning the delivery of our net zero target*”.
- 8.21 The White Paper identifies the Government’s aim for a fully decarbonised, reliable and low-cost power system by 2050, including 40 GW of wind generation capacity by 2030, which is enough to power every home in the UK.
- 8.22 At page 76, the White Paper explains the importance of electricity network infrastructure in enabling the successful delivery of this objective. It states:
- 8.22.1 “*The transformation of our energy system will require growing investment in physical infrastructure, to extend or reinforce the networks of pipes and wires which connect energy assets to the system and maintain essential resilience and reliability.*”
- 8.23 The Government set out a Ten Point Plan to lay the foundations to meet its legal obligation to reach net zero greenhouse emissions by 2050 and encourage a Green Industrial Revolution in the Ten Point Plan. The Ten Point Plan recognises that in order to integrate clean technologies like offshore wind, we must transform our energy system, building more network infrastructure.
- 8.24 The Net Zero Strategy: Build Back Greener, 2021 (the **Net Zero Strategy**) (CD B.14) sets out the Government’s vision of using the necessary action to tackle climate change as an economic opportunity to create prosperity. Part 3i (Power) sets out key commitments to deliver a decarbonised power system by 2035. These include:
- 8.24.1 Subject to supply, all electricity will come from low carbon sources by 2035;
- 8.24.2 Delivery of 40GW of offshore wind by 2030;
- 8.24.3 Investing in supply chains, infrastructure and early-coordination of offshore transmission networks for the offshore wind sector;
- 8.24.4 Ensuring the planning system can support the deployment of low carbon energy infrastructure.
- 8.25 The BESS sets out the Government’s aims to reduce reliance on coal and gas and to generate and store more renewable and nuclear energy in the UK.
- 8.26 The Government recognise the importance of the transmission network within the BESS, and that accelerating our domestic supply of clean and affordable electricity also requires accelerating the connecting network infrastructure to support it. One of the Government’s objectives is to dramatically reduce timelines for delivering strategic onshore transmission network infrastructure by around three years.
- 8.27 The importance of the transmission network is recognised in the Government’s consultation draft of the Strategy and Policy Statement for Energy Policy in Great Britain (the **Draft Energy Policy**) (CD B.12), which identifies that the electricity transmission network needs to be transformed to meet the demands of a decarbonised energy system and to meet Government’s ambitions for low

carbon and renewable energy generation. One of the Government's policy outcomes is to: dramatically reduce timelines for delivering strategic onshore transmission network infrastructure and halve the end-to-end process by the mid-2020s.

- 8.28 Ofgem have also identified the Project as an Accelerated Strategic Transmission Investment (**ASTI**) project. ASTI projects will form part of a new regulatory framework which is aimed at providing earlier access to project funding in order to accelerate the delivery of ASTI projects and achieve the Government's 2030 objectives.
- 8.29 Ofgem's analysis suggests that, if all ASTI projects are delivered by their optimal delivery dates, consumers will see a net benefit of up to £2.1bn in terms of reduced constraint costs and carbon savings. Ofgem are clear that this consumer benefit is contingent upon timely project delivery.

National Planning Policy

- 8.30 Whilst the Project is not a nationally significant infrastructure project, the following National Policy Statements (**NPSs**) are material to, and demonstrate national policy support for, the Project:
- 8.30.1 EN-1 Overarching NPS for Energy 2011 (**EN-1**) (CD B.2);
- 8.30.2 EN-5 National Policy Statement for Electricity Networks Infrastructure 2011 (**EN-5**) (CD B.3);
- 8.30.3 Revised draft EN-1 (**Draft EN-1**) (CD B.4); and
- 8.30.4 Revised draft EN-5 (**Draft EN-5**) (CD B.5).

EN-1

- 8.31 EN-1 is one of a suite of energy NPSs designated by the Secretary of State for Energy and Climate Change under the Planning Act 2008. EN-1 is the overarching NPS providing policies for the whole energy system.
- 8.32 EN-1 recognises the need for new electricity infrastructure to connect new sources of supply and to accommodate the increase in demand arising from factors such as the development of new housing and business premises. EN-1 explains that: "*Existing transmission and distribution networks will have to evolve and adapt in various ways to handle increases in demand, but construction of new lines of 132 kV and above will also be needed to meet the significant national need for expansion and reinforcement of the UK's transmission and distribution networks. It is important to note that new electricity network infrastructure projects, which will add to the reliability of the national energy supply, provide crucial national benefits, which are shared by all users of the system.*" (EN-1 paragraphs 3.7.2 and 3.7.3).
- 8.33 EN-1 concludes, at paragraph 3.7.10, that:
- 8.33.1 "*there is an urgent need for new electricity distribution infrastructure (and in particular for new lines of 132 kV and above) to be provided*"; and
- 8.33.2 "*the need for any given proposed new reinforcement has been demonstrated if it represents an efficient and economical means of reinforcing the network to ensure that*

it is sufficiently resilient and has sufficient capacity (in the light of any performance standards set by Ofgem) to supply current or anticipated future levels of demand”.

EN-5

- 8.34 EN-5 is an electricity networks infrastructure NPS and was developed to provide policy direction on the development of new electricity networks.
- 8.35 EN-5 states that: *“The new electricity generating infrastructure that the UK needs to move to a low carbon economy while maintaining security of supply will be heavily dependent on the availability of a fit for purpose and robust electricity network. That network will need to be able to support a more complex system of supply and demand than currently and cope with generation occurring in more diverse locations.”* (EN-5 paragraph 1.1.1).
- 8.36 EN-5 recognises that where strategic reinforcement of the network is required, the options for the beginning and end points are often fairly limited and the route of connections will need to be developed taking into account a number of factors, including engineering and environmental aspects (EN-5 paragraph 2.2.2).
- 8.37 NGET has developed the route through an extensive optioneering process (see Section 7 above), taking into account a wide range of environmental considerations such as ecology, drainage, access, heritage, archaeology, landscape and public rights of way. Additionally, technical, ownership and cost requirements have all been incorporated into informing the route and mitigating the impact of the design proposals. NGET’s approach is fully in line with the approach outlined in EN-5.

Draft EN-1

- 8.38 In Draft EN-1 the Government acknowledges that much of its plans to decarbonise the UK’s economy involves electrification, such as in the areas of transport, heat and industry, and that this in itself would likely result in more than half of the UK’s energy demand being met by electricity by 2050, up from just 17% in 2019.
- 8.39 Draft EN-1 sets out the need to ensure that there is security of energy supply in the UK and that the cost of energy is affordable for end-users. It states the Government considers that in order to meet its objectives for the energy system, the need for new large-scale energy infrastructure is urgent.
- 8.40 Draft EN-1 also acknowledges that different types of electricity infrastructure will be needed and includes an explanation of the need for new generation, network, storage and interconnection infrastructure, alongside energy efficiency and demand-side response measures.
- 8.41 Paragraphs 3.3.63 to 3.3.78 of Draft EN-1 set out the need for new and enhanced electricity network infrastructure in particular. Paragraph 3.3.63 identifies that there is an urgent need for new electricity network infrastructure to meet our energy objectives.
- 8.42 At Paragraph 3.3.64, draft NPS EN-1 states that:

“The security and reliability of the UK’s current and future energy supply is very highly dependent on having an electricity network which will enable new renewable electricity

generation, storage, and interconnection infrastructure that our country needs to meet the rapid increase in electricity demand required to transition to net zero while maintaining energy security. The delivery of this important infrastructure also needs to balance cost to consumers, accelerated timelines for delivery and the minimisation of community and environmental impacts.”

- 8.43 Paragraph 3.3.65 sets out that new electricity network infrastructure will be needed not only to connect to new sources of electricity generation, but to protect against the risk of large-scale supply interruptions as the electricity system grows in scale, dispersion, variety, and complexity. In particular it identifies that new high voltage electricity lines (which include underground cables) are needed, concluding that:

“While existing transmission and distribution networks must adapt and evolve to cope with this reality, development of new transmission lines of 132kV and above will be necessary to preserve and guarantee the robust and reliable operation of the whole electricity system.”

- 8.44 Paragraph 3.3.66 goes on to state that reinforcements are required over the next decade specifically to enable energy generated from wind in Scotland to be transferred to where it is needed:

“...National Grid ESO forecasts that over the next decade the onshore transmission network will require: a doubling of north-south power transfer capacity due to increased wind generation in Scotland; substantial reinforcement in the Midlands to accommodate increased power flows from Scotland and the North of England; substantial reinforcement in London and the South of England to allow for Europe-bound export of excess wind generation from Scotland and the North of England...”

- 8.45 Specifically in the context of the Project and its primary objective, Paragraph 3.3.70 states that:

“Connecting the volume of offshore wind capacity targeted by the government will require not only new offshore transmission infrastructure but also reinforcement to the onshore transmission network, to accommodate the increased power flows to regional demand centres.”

Draft EN-5

- 8.46 Draft EN-5 reflects the importance of building electricity network infrastructure that not only connects new generation with centres of demand, but also guarantees system robustness and security of supply even as the energy system grows increasingly complex. It has been revised from EN-5 to reflect the current policy and regulatory landscape. Draft EN-5 states at paragraph 2.2.1 that:

“...that the initiating and terminating points – or development zone – of new electricity networks infrastructure is not substantially within the control of the Applicant.

- 8.47 Paragraph 2.2.2 of Draft EN-5 goes on to recognise that siting is determined by:

“system capacity and resilience requirements determined by the Electricity System Operator.”

8.48 Further to this, Paragraph 2.2.3 of Draft EN-5

“These twin constraints, coupled with the government’s legislative commitment to net zero by 2050, strategic commitment to new interconnectors with neighbouring North Seas countries⁵ and an ambition of up to 50GW of offshore wind generation by 2030, means that significant new electricity networks infrastructure is required, including in areas with comparatively little build-out to date).”

8.49 Paragraph 2.2.5 to 2.2.6 note that applicants retain substantial control over routing and site selection within the identified macro-level location or development zone. Moreover, the locational constraints identified above do not exempt applicants from their duty to consider and balance the site-selection considerations set out below, much less the policies on good design and impact mitigation.

8.50 With regard to landscape impacts draft EN-5 states at paragraphs 2.9.9 – 2.9.11:

“2.9.9 New substations, sealing end compounds (including terminal towers), and other above-ground installations that serve as connection, switching, and voltage transformation points on the electricity network may also give rise to adverse landscape and visual impacts.

2.9.10 Cumulative adverse landscape and visual impacts may arise where new overhead lines are required along with other related developments such as substations, wind farms, and/or other new sources of generation.

2.9.11 Landscape and visual benefits may arise through the reconfiguration, rationalisation, or undergrounding of existing electricity network infrastructure. Though mitigation of the landscape and visual impacts arising from overhead lines and their associated infrastructure is usually possible, it may not always be so, and the impossibility of full mitigation in these cases does not countermand the need for the infrastructure.”

National Planning Policy Framework (July 2021)

8.51 The National Planning Policy Framework (revised in July 2021) (the **NPPF**) (CD B.1) is also material to, and demonstrates national policy support for, the Project.

Local Planning Policy

8.52 As explained in section 9, elements of the Project benefit from permitted development rights and elements of the Project have been consented pursuant to the outline planning permission. The Project enjoys planning policy support.

8.53 The local planning policy is set out in full in the Planning Statement (CD C.1) and the Committee Report (CD C.2 and CD C.3).

NGET’s Statutory Duties

- 8.54 NGET is required under section 9 of the Electricity Act 1989 to bring forward efficient, coordinated and economical proposals in terms of network design, which requires taking into account current and reasonably anticipated future generation demand.
- 8.55 NGET's approach also accords with Schedule 9 of the Electricity Act 1989 which places a duty on all transmission and distribution licence holders, in formulating proposals for new electricity networks infrastructure, to *"have regard to the desirability of preserving natural beauty, of conserving flora, fauna and geological or physiographical features of special interest and of protecting sites, buildings and objects of architectural, historic or archaeological interest; and ... do what [they] reasonably can to mitigate any effect which the proposals would have on the natural beauty of the countryside or on any such flora, fauna, features, sites, buildings or objects."*
- 8.56 NGET's approach to the assessment of alternatives and the factors taken into account, including public consultation, is set out in section 7.

Conclusion

- 8.57 There is strong policy support for the Project. The Project is supported by national energy policy and national planning policy and will help deliver key objectives of national and local importance. The Ofgem FNC Decision demonstrates the national need for the Project.
- 8.58 The need for the Project, and the associated public benefits, is that it meets an identified urgent national need for new electricity transmission infrastructure.
- 8.59 This section of the Statement of Case has made it clear that there is a compelling case in the public interest for the confirmation of the Order.

9. THE PLANNING POSITION FOR THE ENGLISH ONSHORE SCHEME

- 9.1 As described in paragraph 1.3, the Project comprises the:
- 9.1.1 Substation;
 - 9.1.2 Converter Station;
 - 9.1.3 Cable Development (underground electricity cables and associated infrastructure including fibre-optic cables, pits and service pillars);
 - 9.1.4 Compound Works (use of land for construction laydown areas);
 - 9.1.5 Accesses (construction of accesses for access and egress to the Cable Development to and from the public highway);
 - 9.1.6 Overhead Line Removal Works;
 - 9.1.7 New Overhead Line Works; and
 - 9.1.8 Replacement Public Open Space.

Overview

- 9.2 Several components of the English Onshore Scheme do not require planning permission on the basis that it is permitted pursuant to the Town and Country Planning (General Permitted Development) (England) Order 2015 (the **GPDO**).
- 9.3 Article 3(1) of the GPDO grants planning permission for certain developments comprised in Schedule 2 to the GPDO, subject to any exception, limitation or condition specified in Schedule 2 to the GPDO. Permitted development rights are also subject to general restrictions specified within Article 3 and Article 4 of the GPDO.
- 9.4 Several components of the English Onshore Scheme do require planning permission. NGET submitted an outline planning application (ref: DM/22/01663/OUT) to Durham County Council for the erection of a new 400 kilovolt electricity substation, a converter station, and the laying out of replacement public open space on land to the west and south of Jade Business Park, with all matters reserved.
- 9.5 The local planning authority initially resolved to grant planning permission pursuant to the Planning Application at a planning committee on 1 November 2022. The local planning authority subsequently resolved to grant planning permission pursuant Planning Application at a planning committee on 4 April 2023 subject to the completion of a section 106 agreement requiring future completion of an agreement under Section 39 of The Wildlife and Countryside Act 1981 to secure biodiversity management for the life of the development.
- 9.6 The section 106 agreement was completed on 27 July 2023 (CD C.5). Outline planning permission (reference DM/22/01663/OUT) was granted subject to planning conditions on 28 July 2023 (the **Outline Planning Permission**) (CD C.4).
- 9.7 Several components of the English Onshore Scheme require consent under the 1989 Act.
- 9.8 NGET is not aware of any reason why consent will not be granted under the 1989 Act.

Substation

- 9.9 The Substation has been consented pursuant to the Outline Planning Permission. The permanent access to this substation will be via the existing access.

Converter Station

- 9.10 The Converter Station has been consented pursuant to the Outline Planning Permission. The permanent access has also been consented pursuant to this planning permission.

Cable Development

- 9.11 Class B(a) of Part 15 of Schedule 2 to the GPDO (the **Cable PD Right**) permits development by statutory undertakers for the generation, transmission, distribution or supply of electricity for the purposes of their undertaking consisting of the installation or replacement in, on, over or under land of an electric line and the construction of shafts and tunnels and the installation or replacement of feeder or service pillars or transforming or switching stations or chambers reasonably necessary in connection with an electric line.

- 9.12 NGET is a statutory undertaker with the benefit of the Transmission Licence. The Cable Development is for electricity transmission undertaken for the purposes of NGET's licence, and the Cable Development is comprised within the category of the installation in and under land of an electric line and the construction of shafts and tunnels and the installation of feeder or service pillars.
- 9.13 None of the limitations or conditions in Schedule 2 to the GPDO are applicable to the Cable Development. Therefore, the Cable PD Right grants planning permission for the Cable Development subject to no conditions.

Temporary Compounds and Converter Station Compound

- 9.14 Class A of Part 4 to Schedule 2 to the GPDO (the **Compound PD Right**) permits the provision on land of buildings, moveable structures, works, plant or machinery required temporarily in connection with and for the duration of operations being or to be carried out on, in, under or over that land or on land adjoining that land.
- 9.15 None of the limitations in Schedule 2 to the GPDO are applicable to the Temporary Compounds or the Converter Station Compound. Therefore, the Compound PD Right grants planning permission for the Temporary Compounds and the Converter Station Compound.
- 9.16 Conditions to the Compound PD Right require removal of any building, structure, works, plant or machinery and reinstatement of the land once the Temporary Compounds and the Converter Station Compound are carried out. NGET will comply with these requirements.

Accesses

- 9.17 Class B of Part 2 of Schedule 2 to the GPDO (the **Access PD Right**) permits the formation, laying out and construction of a means of access to a highway which is not a trunk road or a classified road, where that access is required in connection with development permitted by any Class in Schedule 2 to the GPDO (other than by Class A of Part 2).
- 9.18 The Access Development will be required in connection with development permitted by Class B of Part 15 of Schedule 2 to the GPDO. No accesses are taken from a trunk road or classified road. Therefore, the Access PD Right applies to the Access Development.
- 9.19 No limitations or conditions apply to the Access PD Right. Therefore, the Access PD Right grants planning permission for the Accesses.

Overhead Line Removal Works

- 9.20 The 4TF OHL is already permitted by the 4TF Consents. The overhead line removal works do not require any further consent.

New Overhead Line Works

- 9.21 These works will require a consent pursuant to section 37 of the 1989 Act.
- 9.22 There are a number of exemptions to the requirement for the need for a section 37 consent under the Overhead Lines (Exemption) (England and Wales) Regulations 2009 (the **Exemption Regs**). This includes the installation of replacement existing lines. However, this is subject to a maximum

distance under the Exemption Regs and the New Overhead Line Works exceed these maximum distances.

9.23 The New Overhead Line Works do not meet the criteria to qualify as a nationally significant infrastructure project for the purposes of the Planning Act 2008.

9.24 NGET submitted an application for a section 37 consent to BEIS (ref: 12.04.09.05-1676U) on 12 December 2022 (**Section 37 Application**). NGET is not aware of any reason why the Section 37 Application will not be granted.

Replacement Public Open Space

9.25 No operational development is required in respect of the Replacement Public Open Space, and the use of the land as open space does not require a change of use. Therefore, no planning permission is required in respect of the Replacement Public Open Space.

Environmental Impact Assessment (EIA) Status

9.26 The English Onshore Scheme is not EIA development for the purposes of the EIA Directive, and the component parts are not EIA development for the purposes of the Town and Country Planning (Environmental Impact Assessment) Regulations 2017 (the **EIA Regulations**) or the Electricity Works (Environmental Impact Assessment) (England and Wales) Regulations 2017 (the **Electricity Works EIA Regulations**).

9.27 The English Onshore Scheme has been screened out as EIA development by Durham County Council pursuant to the EIA Regulations.

9.28 DCC have issued a consultation response confirming that the New Overhead Line Works are not EIA development and the New Overhead Line Works are subject of an application to BEIS.

Habitats Regulation Assessment (HRA) Status

9.29 The English Onshore Scheme does not have any likely significant effect on any European site for the purposes of the Conservation of Habitats and Species Regulations 2017 (the **Habitats Regulations**).

Conclusion

9.30 Several components of the English Onshore Scheme are subject to, and will be permitted by, the Planning Application.

9.31 Several components of the English Onshore Scheme benefit from planning permission granted under the GPDO. None of the general limitations to permitted development rights or the specific limitations in the relevant Classes of permitted development rights are applicable to the Project.

10. THE PLANNING POSITION FOR THE REMAINDER OF THE PROJECT

10.1 The Scottish Onshore Scheme will be consented by SPT. With regard to the Scottish Onshore Scheme:

10.1.1 SPT applied to East Lothian Council on 29th July 2022 for planning permission in principle for development of a converter station, underground cables and associated

temporary and permanent infrastructure to support and operate the wider Eastern Link 1 project, which comprises a new subsea High Voltage Direct Current (HVDC) cable link between East Lothian and County Durham, England. The application (ref: 22/00852/PPM) was validated by East Lothian Council and was approved at planning committee on 2 May 2023;

- 10.1.2 a further full planning application for a substation at Branxton was submitted in June 2023 and is awaiting validation; and
 - 10.1.3 there is a requirement for a section 37 consent for overhead line infrastructure. This application (ref: ECU00003419) was submitted in January 2021 and draft licence conditions have been agreed, and its determination is subject to land agreements.
- 10.2 NGET is not aware of any reason why the necessary planning permission and section 37 consent will not be granted for the Scottish Onshore Scheme.
 - 10.3 The Marine Scheme traverses English and Scottish territorial waters.
 - 10.4 SPT has submitted a marine licence application (ref: 00009880 - SEGL Eastern Link 1 HVDC Cable and Cable Protection - Torness to Hawthorn Pit) to MS Lot in respect of the Scottish components of the Marine Scheme. This application was submitted on 31 May 2022 and the marine licence was issued on 26 May 2023.
 - 10.5 NGET submitted a marine licence application (ref: MLA/2022/00231) to the MMO in respect of the English components of the Marine Scheme. This application was submitted on 31 May 2022 and validated by the MMO on 14 June 2022.
 - 10.6 The Marine Licence was issued by the MMO on 20 July 2023.

11. SPECIAL CATEGORY LAND AND OTHER SPECIAL CONSIDERATIONS

Crown Land

- 11.1 The Order does not include the compulsory acquisition of any Crown interest in the Order Land. The interests of the Crown have been excluded from the Order (although the interests of any other parties in land owned by the Crown are included in the Order).

Public Open Space – Acquisition of Land

- 11.2 Plot 6-25 (the **Informal Open Space**) is subject to freehold acquisition for the purposes of the Substation. The Informal Open Space is approximately 15,518 metres squared. This land is described in Appendix 1 to the Public Open Space Statement.
- 11.3 Although the Informal Open Space land has no formal designation, it is currently in use as informal public open space and is accessible by the general public. Therefore, the provisions of section 19 of the 1981 Act are engaged. This is because of the definition of open space as meaning: “any land laid out as a public garden, or used for the purposes of public recreation, or land being a disused burial ground”. The Informal Open Space is not laid out as a garden.

- 11.4 As the Order will authorise the purchase of land forming part of open space (the Informal Open Space) it will be subject to special parliamentary procedure (**SPP**) unless the Secretary of State is satisfied (and certifies accordingly) that⁶:
- 11.4.1 there has been or will be given in exchange for such land, other land, not being less in area and being equally advantageous to the persons, if any, entitled to rights of common or other rights, and to the public, and that the land given in exchange has been or will be vested in the persons in whom the land purchased was vested, and subject to the like rights, trusts and incidents as attach to the land purchased (**Test 1**);
 - 11.4.2 the land is being purchased in order to secure its preservation or improve its management (**Test 2**);
 - 11.4.3 that the land does not exceed 250 square yards in extent or is required for the widening or drainage of an existing highway or partly for the widening and partly for the drainage of such a highway and that the giving in exchange of other land is unnecessary, whether in the interests of the persons, if any, entitled to rights of common or other rights or in the interests of the public (**Test 3**).
- 11.5 In respect of the Informal Open Space, Test 2 and Test 3 are not relevant because the Informal Open Space is not being purchased in order to secure its preservation or to improve its management and the Informal Open Space exceeds 250 square yards and is not required for the widening or drainage of an existing highway (in total or in part).
- 11.6 In order to mitigate for the loss of the Informal Open Space, an area of replacement public open space (approximately 15,987 squared metres) (Plots 6-49 and 6-50) will be provided to the west and north of the existing Hawthorn Pit substation.
- 11.7 In respect of the Informal Open Space and the Replacement Public Open Space, Test 1 is satisfied because the Replacement Public Open Space is:
- 11.7.1 not less in area than the Informal Open Space;
 - 11.7.2 equally advantageous to the public who currently use the Informal Open Space. There are no persons entitled to rights of common or other rights over the Informal Open Space; and
 - 11.7.3 going to be vested in the persons in whom the land purchased was vested, and subject to the like rights, trusts and incidents as attach to the land purchased.
- 11.8 The Informal Open Space has no formal designation: it is not held by the current landowner as public open space; and it is not subject to any planning designations. However, the Informal Open Space has been used for the purposes of public recreation.
- 11.9 The Informal Open Space is not laid out with any formal accesses and is not landscaped or managed by the current landowner. It is of no particular quality and does not provide any particular benefit to the public save for general access for walking.

⁶ Section 19(1) of the 1981 Act

- 11.10 The Informal Open Space forms part of a wider and much larger parcel of informal public open space (the **Wider Open Space**). Therefore, the acquisition of the Informal Open Space will not deprive the general public from access over the Wider Open Space. This is supported by section 5, where the quantity of Additional Informal Open Space which is subject to rights and not acquisition is circa 200,000 squared metres.
- 11.11 The environmental assessment report submitted with the Planning Application identifies the sensitivity of the Informal Open Space as low and, without taking account of the mitigation of replacement public open space, identifies the impact of the loss of this Informal Open Space as a minor adverse effect which is not significant. The environmental assessment report does not assess the operational impacts of the loss of the informal public open space and the provision of the replacement public open space, as these were scoped out of assessment.
- 11.12 The planning committee report dated 1 November 2022 (the **Committee Report**) does not attached particular weight to the Informal Open Space and identifies the Informal Open Space as an area of scrub and grassland.
- 11.13 No objections were received on the Order on the basis of the compulsory acquisition of the Informal Open Space.

The Replacement Public Open Space

- 11.14 The Replacement Public Open Space comprises an area of land to the west and north of the existing Hawthorn Pit substation. The land is currently in agricultural use and is adjacent to land in the ownership of NGET.
- 11.15 The Replacement Public Open Space is not less in area than the Informal Open Space. It comprises 15,987 squared metres, and so includes 469 additional squared metres of informal public open space above that provided by the Informal Open Space.
- 11.16 The Replacement Public Open Space is equally advantageous to the public who currently use the Informal Open Space. The Replacement Public Open Space:
- 11.16.1 is located in the vicinity of the Informal Open Space, and so will be accessible by the public who currently use the Informal Open Space;
 - 11.16.2 is an appropriate area for access by the residents of the settlements of South Hetton, Easington Lane and Murton, and the re-located location does not make it less accessible to any of those settlements;
 - 11.16.3 provides additional connectivity benefits by linking the Wider Open Space to the south and west of the existing Hawthorn Pit substation to an existing area of publicly accessible land to the east of the existing Hawthorn Pit substation; and
 - 11.16.4 will be similarly laid out to the Informal Open Space, with the space laid out in an informal manner to allow informal access by the general public.
- 11.17 In this context it is important to note that the majority of the land surrounding the Informal Open Space is already informal open space which the public has access to and which will be improved

through landscape planting and habitat creation. More widely, there would be constraints over provision of replacement public open space:

- 11.17.1 further to the north of the Informal Open Space, as there is a plan for solar development and this would take the re-provision further away from the Informal Open Space;
 - 11.17.2 to the east of the Informal Open Space, as this is the location of the Jade Business Park which is planned for expansion;
 - 11.17.3 to the south, as this is the location of the Heselden Moor West SSSI; or
 - 11.17.4 to the west, as this is informal public open space until the settlement of South Hetton.
- 11.18 Once the CPO is confirmed, the Replacement Public Open Space is going to be vested in the persons in whom the land purchased was vested, and subject to the like rights, trusts and incidents as attach to the land purchased.
- 11.19 Therefore, the Replacement Public Open Space satisfies Test 1. NGET has requested that the Secretary of State issues a certificate pursuant to section 19(1) of the 1981 Act and has prepared a separate Public Open Space Statement to support this request.
- 11.20 No objections have been received to the Order on the basis of the acquisition of the Replacement Public Open Space.

Public Open Space – Acquisition of Rights

- 11.21 The provisions of the 1981 Act apply to the acquisition of a right over land as well⁷. There are a number of parcels of land included in the Order which fall within the definition of open space pursuant to Schedule 3 to the 1981 Act and over which rights are sought pursuant to the Order.
- 11.22 In respect of land over which rights are sought to be acquired, there is a separate test which has to be considered. This is that the Secretary of State may issue a certificate if satisfied that the land, when burdened with that right, will be no less advantageous to those persons in whom it is vested and other persons, if any, entitled to rights of common or other rights, and to the public, than it was before (the **Rights Test**).

The Beach

- 11.23 Plots 1-01, 1-02 and 1-03 comprise the beach (the **Beach**) and this area totals 34,478 squared metres. The Beach is in different ownership and this land is described in Appendix 3 to the Public Open Space Statement.
- 11.24 There is recent precedent for interconnector projects to treat areas of beach as open space and secure certificates from the Secretary of State before confirmation of the CPO⁸. These projects also set a precedent in the grant of such certificates pursuant to the Rights Test for similar projects.
- 11.25 The Beach will be subject to the Electricity Infrastructure Construction Rights and the Landfall Rights. The use of the Beach, when burdened with these rights, will be no less advantageous to

⁷ by virtue of Paragraph 6 of Schedule 3 to the 1981 Act

⁸ For example, The National Grid North Sea Link Limited (East Sleekburn) Compulsory Purchase Order 2016 and The FAB Link Limited (Budleigh Salterton to Broadclyst) Compulsory Purchase Order 2016

those persons in whom it is vested and other persons, if any, entitled to rights of common or other rights, and to the public, than it was before. This is because, following construction of the Project, the HVDC Cables will be situated below ground and public access will remain available over the entire area of the Beach.

11.26 NGET has requested that the Secretary of State certify under paragraph 6(1)(a) of Schedule 3 to the 1981 Act that the Beach, when burdened with the Electricity Infrastructure Construction Rights and the Landfall Rights, will be no less advantageous to those persons in whom it is vested and other persons, if any, entitled to rights of common or other rights, and to the public, than it was before.

11.27 No objections were received on the Order on the basis of the compulsory acquisition of rights over the Beach.

The Additional Informal Open Space

11.28 Plots 6-11, 6-12, 6-13, 6-17, 6-19, 6-20, 6-21, 6-22, 6-23, 6-24, 6-26, 6-27, 6-28, 6-29, 6-30, 6-31, 6-32, 6-33, 6-35, 6-36, 6-37, 6-38, 6-39, 6-40, 6-41, 6-42 and 7-21 comprise additional informal public open space (the **Additional Informal Open Space**). This area totals 199,251 squared metres. These parcels of land are described in Appendix 3 to the Public Open Space Statement.

11.29 The Additional Informal Open Space will be subject to various rights to enable the construction of the HVAC Cables and the HVDC Cables and to provide for landscaping and biodiversity net gain proposals for the Project.

11.30 The use of the Additional Informal Open Space, when burdened with the rights pursuant to the Order, will be no less advantageous to those persons in whom it is vested and other persons, if any, entitled to rights of common or other rights, and to the public, than it was before. This is because, following construction of the Project, the permanent infrastructure will be situated below ground and public access will remain available over the entire area of the Additional Informal Open Space. Any disturbance caused by the exercise of the rights will be temporary.

11.31 The use of the Additional Informal Open Space, when burdened with the rights pursuant to the Order, will be more advantageous to the general public as the Additional Informal Open Space will be landscaped and managed in accordance with the Outline Planning Permission.

11.32 NGET has requested that the Secretary of State certify under paragraph 6(1)(a) of Schedule 3 that the Additional Informal Open Space, when burdened with the relevant rights for each parcel of land, will be no less advantageous to those persons in whom it is vested and other persons, if any, entitled to rights of common or other rights, and to the public, than it was before.

11.33 No objections have been received to the Order on the basis of the acquisition of rights over the Additional Informal Open Space.

Statutory Undertakers

11.34 Paragraph 4 of Schedule 3 to the 1981 Act contains restrictions which apply to the acquisition of rights over local authority and statutory undertakers land.

- 11.35 In respect of such land:
- 11.35.1 Durham County Council owns Plots own a number of plots in their capacity as local authority;
 - 11.35.2 Network Rail Infrastructure Limited own a plot in their capacity as a statutory undertaker. Network Rail Infrastructure Limited has not submitted an objection to the Order; and
 - 11.35.3 National Highways own a number of plots in their capacity as a statutory undertaker. National Highways has not submitted an objection to the Order.
- 11.36 However, paragraph 4(2) of Schedule 3 to the 1981 Act confirms that a compulsory purchase order shall not be subject to special parliamentary procedure where the person acquiring the interest is a statutory undertaker. As NGET holds the Transmission Licence, it is a statutory UK undertaker for the purposes of the 1981 Act (by virtue of Schedule 16 to the 1989 Act). Accordingly, special parliamentary procedure does not apply to the Order.
- 11.37 A number of undertakers are noted in Table 2 of the Order as being other qualifying persons under section 12(2A)(b) of the Acquisition of Land Act 1981. The Project may cross or be in proximity with those undertakers' apparatus.

12. OBJECTIONS TO THE ORDER

- 12.1 This section of the Statement of Case sets out NGET's detailed response to the objections made to the Order.
- 12.2 The objections made can be grouped by the relevant land agents representing the relevant objectors and the following objections make a number of substantially similar points:
- 12.2.1 Obj1, which is submitted by the relevant landowner.
 - 12.2.2 Obj2 to Obj8, Obj12 and Obj13, which are submitted on behalf of the relevant landowners by Youngs RPS;
 - 12.2.3 Obj9 to Obj11, which are submitted on behalf of the relevant landowners by George F. White; and
 - 12.2.4 Obj14 to Obj17, which are submitted on behalf of the relevant landowners by GSC Grays.
- 12.3 However, each of the objections sets out separate points which are specific to the relevant landowners. Therefore, NGET has set out a detailed response to each objection in this section of the Statement of Case.
- 12.4 One representation has been submitted which is not a relevant objection; this is OBJ18, which has been submitted by the NFU. This is addressed below.
- 12.5 To the extent that an objection makes the point that the compelling case in the public interest has not been made out, section 8 of this Statement of Case demonstrates the compelling case in the

public interest and NGET's approach to the acquisition of rights demonstrates that it has taken a proportionate approach to the proposed acquisition of rights.

- 12.6 To the extent that an objection makes the point that there are insufficient details of the ongoing relationship between NGET and the relevant landowner, it is important to note that each set of Heads of Terms that has been issued by NGET was accompanied by NGET's Construction best practice for underground cable installation version 1 (**NGET's Best Practice Guide**) (CD F.6). NGET's draft Heads of Terms include confirmation that all project works will be carried out in adherence to NGET's Best Practice Guide. None of the objections comment on NGET's Best Practice Guide or identify why NGET's Best Practice Guide is insufficient to regulate the construction of the English Onshore Scheme.

Obj1 (CD D.12)

- 12.7 Obj1 is an objection made by Durham County Council (**DCC**).
- 12.8 Obj1 is focussed on the compulsory acquisition of compound rights over Plot 7-27 (defined by DCC as "the Council's Land). The points made in Obj1 (that there is absence of a compelling case in the public interest to acquire compound rights over the Council's Land and that there is an availability of an alternative solution which would avoid the need to compulsorily acquire the Council's Land) are focussed on Plot 7-27 only, as is made clear by DCC's conclusion that: "*DCC does not consider that the CPO ought to be confirmed by the Secretary of State in respect of plot 7-27.*"
- 12.9 In respect of Plot 7-27, NGET has taken a proportionate approach to the acquisition of rights within the Order and has sought to acquire Construction Compound Rights over Plot 7-27 rather than seeking the permanent acquisition of Plot 7-27. This is because this construction compound is only required for a short period during the construction phase of the English Onshore Scheme.
- 12.10 In respect of the objection that there is no compelling case in the public interest for the acquisition of these rights, the compelling case in the public interest for the Scheme was made out in the Statement of Reasons and is made out in section 8 of this Statement of Case.
- 12.11 Obj1 identifies that DCC has offered alternative land to NGET for the delivery of the construction compound. DCC has offered an alternative construction compound to NGET and NGET is currently considering the suitability of this option. Following this, DCC has also offered a second alternative construction compound to NGET, but NGET has already determined that this second alternative construction compound is not suitable. If NGET is able to secure a voluntary agreement with DCC in respect of an alternative compound, then it should be in a position to undertake not to exercise its powers of compulsory acquisition in respect of the construction compound at Plot 7-27. Until such time, NGET must retain the ability to deliver the construction compound at Plot 7-27 given that this is a key construction compound for the English Onshore Scheme, and it remains an appropriate location for that use. In respect of the other specific points made in Obj1, the Heads of Terms contain detail in respect of these matters and were accompanied by NGET's Best Practice Guide (CD F.6). In respect of:

- 12.11.1 soil management, NGET's Best Practice Guide identifies how NGET will undertake soil management through the construction of the English Onshore Scheme; and
- 12.11.2 cable depth, the Heads of Terms identify a minimum depth (not an actual depth). The Heads of Terms provide that: "*The cables will generally be laid so as to avoid continued interference with normal agricultural operations as far as reasonably practicable. The cables shall be laid to contour with a depth of cover not less than 900mm from the original surface to the top of the protective tile above the cables*".
- 12.12 NGET's draft Heads of Terms include confirmation that all project works will be carried out in adherence to NGET's Best Practice Guide.
- 12.13 In respect of the cable depth and reference to future development, DCC do not identify any future development planned that would be affected by the cable depth and in discussions DCC have not identified any development (save for that discussed below) that NGET could have had regard to. The DCC land over which the cable will be laid as part of the English Onshore Scheme is not subject to any planning allocations or planning applications.
- 12.14 In this respect, NGET has engaged extensively with DCC as part of the design of the English Onshore Scheme and has selected a design which does not prejudice current or potential development plans. Please see section 4.5 of the Planning Statement, which demonstrates the regard that NGET had to DCC's potential development plans. This demonstrates how the converter station site was chosen, in part, to ensure that it:
- 12.14.1 was sited on the opposite side of the road from the allocated Jade Business Park site and would be seen in the context of the Jade Business Park development on the wider site. This demonstrates that NGET has had regard to the allocated Employment site (Jade Business Park) in the County Durham Plan (October 2020) and adjusted its proposals accordingly; and
- 12.14.2 did not prejudice any future development of the East Durham Link Road (a long-term ambition of DCC and which DCC advised may come forward in the next decade). This demonstrates that NGET had regard to historic safeguarded sites shown on the adopted (and now defunct) Easington District Council Local Plan Proposals Map.
- 12.15 This demonstrates that NGET has not only had regard to current development plans, but also potential future development aspirations.

Obj2 (CD. 13)

- 12.16 Obj2 is an objection made by Ivan and Simon Weightman. These landowners are the landowners in respect of Plot 2-04.
- 12.17 In respect of the points made in Obj2 on land surveys and land interest questionnaires, this is not relevant to the confirmation of the Order save to demonstrate the period of time over which there has been engagement between NGET and the relevant landowner. However, in respect of these points NGET comments as follows:

- 12.17.1 NGET's position is that the deduction of the licence fee from the compensation figure is a standard approach adopted by acquiring authorities. This was agreed between the parties as part of a separate voluntary licence agreement; and
- 12.17.2 NGET appreciates the submission of the landowner questionnaires, which formed part of NGET's process of making diligence enquiry in forming its proposals for the English Onshore Scheme. Statutory requisition powers are available and do not require compensation to be paid. As above, NGET's position is that it is not industry standard to make payment for completion of a landowner questionnaire.
- 12.17.3 This element of the objection relates to a matter of compensation under a previous agreement and in respect of a landowner questionnaire and should be disregarded.
- 12.18 In respect of the points made in Obj2 on the incentive, this misrepresents the offer made to the objectors and is a matter of valuation and compensation. The correct basis for the payment offered is as follows:
- 12.18.1 the value offered in terms of consideration for the option and easement is 80% of the agreed agricultural land value (which is calculated on a per acre basis). This is NGET's valuation for the acquisition of rights over the land subject to the Order and this is an industry standard valuation for the acquisition of such rights; and
- 12.18.2 an additional incentive (being 20% of the consideration value offered) would be payable if the heads of terms and option agreement for easement are agreed within a bespoke timeframe. This is an additional payment to incentivise the party to enter into an agreement with NGET in a timely manner to enable delivery of the Project within the Project programme and in line with the need case for the Project.
- 12.19 In respect of the points made in Obj2 on the incentive deadline, this is ultimately a question of compensation given that it relates to the value to be paid for the option and easement. However, it is important to note that the incentive deadline was extended by three weeks to account for the Christmas break and subsequently extended to 31 March 2023. This demonstrates a continued willingness on behalf of NGET to secure voluntary agreements.
- 12.20 The objection in respect of consideration and the incentive period should be disregarded on the basis that they relate to matters of compensation.
- 12.21 Once a contractor is appointed NGET will be in a position to confirm the extent of the rights required in respect of this landowner.
- 12.22 NGET is engaged with the relevant landowner's land agent over some final points of detail in the draft heads of terms and expects to be in a position to agree the heads of terms shortly.
- Obj3 (CD D.14)
- 12.23 Obj3 is an objection made by Michael Ford. This landowner is the relevant landowner in respect of Plots 3-01, 3-02, 3-03, 3-04, 3-05, 3-10 and 4-02
- 12.24 In respect of the points made in Obj3 on land surveys and land interest questionnaires, this is not relevant to the confirmation of the Order save to demonstrate the period of time over which there

has been engagement between NGET and the relevant landowner. However, in respect of these points NGET comments as follows:

- 12.24.1 NGET's position is that the deduction of the licence fee from the compensation figure is a standard approach adopted by acquiring authorities. This was agreed between the parties as part of a separate voluntary licence agreement; and
 - 12.24.2 NGET appreciates the landowner entering into the previous licence agreement, and as identified in the objection the previous payment under the licence agreement has been settled. This element of the objection relates to a matter of compensation under a previous agreement and should be disregarded.
- 12.25 In respect of the points made in Obj3 on the incentive, this misrepresents the offer made to the objectors and is a matter of valuation and compensation. The correct basis for the payment offered is as follows:
- 12.25.1 the value offered in terms of consideration for the option and easement is 80% of the agreed agricultural land value (which is calculated on a per acre basis). This is NGET's valuation for the acquisition of rights over the land subject to the Order and this is an industry standard valuation for the acquisition of such rights; and
 - 12.25.2 an additional incentive (being 20% of the consideration value offered) would be payable if the heads of terms and option agreement for easement are agreed within a bespoke timeframe. This is an additional payment to incentivise the party to enter into an agreement with NGET in a timely manner to enable delivery of the Project within the Project programme and in line with the need case for the Project.
- 12.26 In respect of the points made in Obj3 on the incentive deadline, this is ultimately a question of compensation given that it relates to the value to be paid for the option and easement. However, it is important to note that the incentive deadline was extended by three weeks to account for the Christmas break and subsequently extended to 31 March 2023. This demonstrates a continued willingness on behalf of NGET to secure voluntary agreements.
- 12.27 The objection in respect of consideration and the incentive period should be disregarded on the basis that they relate to matters of compensation.
- 12.28 In respect of the construction process, soils, drainage and access the Heads of Terms contain detail in respect of these matters and were accompanied by NGET's Best Practice Guide (CD F.6). In respect of:
- 12.28.1 soil, NGET's Best Practice Guide identifies how NGET will undertake soil management through the construction of the English Onshore Scheme;
 - 12.28.2 drainage, NGET's Best Practice Guide how NGET will deal with land drainage through the construction of the English Onshore Scheme; and
 - 12.28.3 securing these matters, NGET's draft Heads of Terms include confirmation that all project works will be carried out in adherence to NGET's Best Practice Guide.

- 12.29 In respect of cable depth and drainage, the Heads of Terms identify a minimum depth (not an actual depth). The Heads of Terms provides that: *“The cables will generally be laid so as to avoid continued interference with normal agricultural operations as far as reasonably practicable. The cables shall be laid to contour with a depth of cover not less than 900mm from the original surface to the top of the protective tile above the cables”*.
- 12.30 NGET’s Best Practice Guide confirms that NGET will instruct a drainage consultant to provide pre and post construction drainage plans and sets out NGET’s approach to drainage. In order to expedite this process, NGET has appointed a drainage consultant now in order to engage with the relevant landowner and address this issue at an earlier stage in the process. NGET has sought to arrange a meeting between its appointed drainage consultant and the relevant landowner and is awaiting a date for this meeting to be confirmed.
- 12.31 NGET is engaged with the relevant landowner's land agent over some final points of detail in the draft heads of terms and expects to be in a position to agree the heads of terms shortly.

Obj4 (CD D.15)

- 12.32 Obj4 is an objection made by John, Jo & Lydia Hare and J.G. Hare (Farming) Limited. These landowners are the relevant landowners for Plot 4-06.
- 12.33 In respect of the points made in Obj4 on land surveys and land interest questionnaires, this is not relevant to the confirmation of the Order save to demonstrate the period of time over which there has been engagement between NGET and the relevant landowner. However, in respect of these points NGET comments as follows:
- 12.33.1 NGET’s position is that the deduction of the licence fee from the compensation figure is a standard approach adopted by acquiring authorities. This was agreed between the parties as part of a separate voluntary licence agreement; and
- 12.33.2 NGET appreciates the submission of the landowner questionnaires, which formed part of NGET’s process of making diligence enquiry in forming its proposals for the English Onshore Scheme. Statutory requisition powers are available and do not require compensation to be paid. As above, NGET’s position is that it is not industry standard to make payment for completion of a landowner questionnaire.
- 12.33.3 This element of the objection relates to a matter of compensation under a previous agreement and in respect of a landowner questionnaire and should be disregarded.
- 12.34 In respect of the points made in Obj4 on the incentive, this misrepresents the offer made to the objectors and is a matter of valuation and compensation. The correct basis for the payment offered is as follows:
- 12.34.1 the value offered in terms of consideration for the option and easement is 80% of the agreed agricultural land value (which is calculated on a per acre basis). This is NGET’s valuation for the acquisition of rights over the land subject to the Order and this is an industry standard valuation for the acquisition of such rights; and

- 12.34.2 an additional incentive (being 20% of the consideration value offered) would be payable if the heads of terms and option agreement for easement are agreed within a bespoke timeframe. This is an additional payment to incentivise the party to enter into an agreement with NGET in a timely manner to enable delivery of the Project within the Project programme and in line with the need case for the Project.
- 12.35 In respect of the points made in Obj4 on the incentive deadline, this is ultimately a question of compensation given that it relates to the value to be paid for the option and easement. However, it is important to note that the incentive deadline was extended by three weeks to account for the Christmas break and subsequently extended to 31 March 2023. This demonstrates a continued willingness on behalf of NGET to secure voluntary agreements.
- 12.36 The objection in respect of consideration and the incentive period should be disregarded on the basis that they relate to matters of compensation.
- 12.37 In respect of the construction process, soils, drainage and access the Heads of Terms contain detail in respect of these matters and were accompanied by NGET's Best Practice Guide (CD F.6). In respect of:
- 12.37.1 soil, NGET's Best Practice Guide identifies how NGET will undertake soil management through the construction of the English Onshore Scheme;
- 12.37.2 drainage, NGET's Best Practice Guide how NGET will deal with land drainage through the construction of the English Onshore Scheme; and
- 12.37.3 securing these matters, NGET's draft Heads of Terms include confirmation that all project works will be carried out in adherence to NGET's Best Practice Guide.
- 12.38 In respect of cable depth and drainage, the Heads of Terms identify a minimum depth (not an actual depth). The Heads of Terms provides that: *"The cables will generally be laid so as to avoid continued interference with normal agricultural operations as far as reasonably practicable. The cables shall be laid to contour with a depth of cover not less than 900mm from the original surface to the top of the protective tile above the cables"*.
- 12.39 NGET's Best Practice Guide confirms that NGET will instruct a drainage consultant to provide pre and post construction drainage plans and sets out NGET's approach to drainage. In order to expedite this process, NGET has appointed a drainage consultant now in order to engage with the relevant landowner and address this issue at an earlier stage in the process. NGET has sought to arrange a meeting between its appointed drainage consultant and the relevant landowner and is awaiting a date for this meeting to be confirmed.
- 12.40 NGET is engaged with the relevant landowner's land agent over some final points of detail in the draft heads of terms and expects to be in a position to agree the heads of terms shortly.

Obj5 (CD D.16)

- 12.41 Obj5 is an objection made by Linda & Philip Dryden. These landowners are the relevant landowners for Plot 5-05, 5-06 and 5-07.

- 12.42 In respect of the points made in Obj5 on land surveys and land interest questionnaires, this is not relevant to the confirmation of the Order save to demonstrate the period of time over which there has been engagement between NGET and the relevant landowner. However, in respect of these points NGET comments as follows:
- 12.42.1 NGET's position is that the deduction of the licence fee from the compensation figure is a standard approach adopted by acquiring authorities. This was agreed between the parties as part of a separate voluntary licence agreement;
 - 12.42.2 NGET appreciates the landowner entering into the previous licence agreement, and as identified in the objection the previous payment under the licence agreement has been settled; and
 - 12.42.3 NGET appreciates the submission of the landowner questionnaires, which formed part of NGET's process of making diligence enquiry in forming its proposals for the English Onshore Scheme. Statutory requisition powers are available and do not require compensation to be paid. As above, NGET's position is that it is not industry standard to make payment for completion of a landowner questionnaire.
 - 12.42.4 This element of the objection relates to a matter of compensation under a previous agreement and in respect of a landowner questionnaire and should be disregarded.
- 12.43 In respect of the points made in Obj5 on the incentive, this misrepresents the offer made to the objectors and is a matter of valuation and compensation. The correct basis for the payment offered is as follows:
- 12.43.1 the value offered in terms of consideration for the option and easement is 80% of the agreed agricultural land value (which is calculated on a per acre basis). This is NGET's valuation for the acquisition of rights over the land subject to the Order and this is an industry standard valuation for the acquisition of such rights; and
 - 12.43.2 an additional incentive (being 20% of the consideration value offered) would be payable if the heads of terms and option agreement for easement are agreed within a bespoke timeframe. This is an additional payment to incentivise the party to enter into an agreement with NGET in a timely manner to enable delivery of the Project within the Project programme and in line with the need case for the Project.
- 12.44 In respect of the points made in Obj5 on the incentive deadline, this is ultimately a question of compensation given that it relates to the value to be paid for the option and easement. However, it is important to note that the incentive deadline was extended by three weeks to account for the Christmas break and subsequently extended to 31 March 2023. This demonstrates a continued willingness on behalf of NGET to secure voluntary agreements.
- 12.45 The objection in respect of consideration and the incentive period should be disregarded on the basis that they relate to matters of compensation.
- 12.46 In respect of the request for the cable to be re-routed, NGET has undertaken a detailed optioneering exercise as part of the English Onshore Scheme. The relevant landowners had been

made aware of the proposed route alignment in 2021. However, the request for the cable to be re-routed was made by the relevant landowners in October 2022, following the design freeze in submission of the English Onshore Scheme, the issue of the Heads of Terms and the consultation and optioneering process undertaken. An alteration at this stage in the process is not feasible.

- 12.47 Altering the cable route to accommodate the relevant landowners' request would also have meant that landowners in the vicinity North and South would have been impacted. NGET's cable route has been designed to ensure that the cable has been kept close to the bridleway and to the corner of plots so large areas of the land are not sterilised during construction of the works. This is the optimal route alignment from an engineering, environmental, landowner impacts perspective.
- 12.48 In respect of the construction process, soils, drainage and access the Heads of Terms contain detail in respect of these matters and were accompanied by NGET's Best Practice Guide (CD F.6). In respect of:
- 12.48.1 soil, NGET's Best Practice Guide identifies how NGET will undertake soil management through the construction of the English Onshore Scheme;
 - 12.48.2 drainage, NGET's Best Practice Guide how NGET will deal with land drainage through the construction of the English Onshore Scheme; and
 - 12.48.3 securing these matters, NGET's draft Heads of Terms include confirmation that all project works will be carried out in adherence to NGET's Best Practice Guide.
- 12.49 In respect of cable depth and drainage, the Heads of Terms identify a minimum depth (not an actual depth). The Heads of Terms provides that: "*The cables will generally be laid so as to avoid continued interference with normal agricultural operations as far as reasonably practicable. The cables shall be laid to contour with a depth of cover not less than 900mm from the original surface to the top of the protective tile above the cables*".
- 12.50 NGET's Best Practice Guide confirms that NGET will instruct a drainage consultant to provide pre and post construction drainage plans and sets out NGET's approach to drainage. In order to expedite this process, NGET has appointed a drainage consultant now in order to engage with the relevant landowner and address this issue at an earlier stage in the process. NGET has sought to arrange a meeting between its appointed drainage consultant and the relevant landowner and is awaiting a date for this meeting to be confirmed.
- 12.51 NGET is engaged with the relevant landowner's land agent over some final points of detail in the draft heads of terms and expects to be in a position to agree the heads of terms shortly.

Obj6 (CD D.17)

- 12.52 Obj6 is an objection made by Martin Dryden. This landowner is the relevant landowner of Plots 4-03, 4-04, 5-01, 5-02, 5-03, 5-04, 5-05, 5-08,5-09, 5-10, 5-11 and 5-12.
- 12.53 In respect of the points made in Obj6 on land surveys and land interest questionnaires, this is not relevant to the confirmation of the Order save to demonstrate the period of time over which there has been engagement between NGET and the relevant landowner. However, in respect of these points NGET comments as follows:

- 12.53.1 NGET's position is that the deduction of the licence fee from the compensation figure is a standard approach adopted by acquiring authorities. This was agreed between the parties as part of a separate voluntary licence agreement;
- 12.53.2 NGET appreciates the landowner entering into the previous licence agreement, and as identified in the objection the previous payment under the licence agreement has been settled; and
- 12.53.3 NGET appreciates the submission of the landowner questionnaires, which formed part of NGET's process of making diligence enquiry in forming its proposals for the English Onshore Scheme. Statutory requisition powers are available and do not require compensation to be paid. As above, NGET's position is that it is not industry standard to make payment for completion of a landowner questionnaire.
- 12.53.4 This element of the objection relates to a matter of compensation under a previous agreement and in respect of a landowner questionnaire and should be disregarded.
- 12.54 In respect of the points made in Obj6 on the incentive, this misrepresents the offer made to the objectors and is a matter of valuation and compensation. The correct basis for the payment offered is as follows:
- 12.54.1 the value offered in terms of consideration for the option and easement is 80% of the agreed agricultural land value (which is calculated on a per acre basis). This is NGET's valuation for the acquisition of rights over the land subject to the Order and this is an industry standard valuation for the acquisition of such rights; and
- 12.54.2 an additional incentive (being 20% of the consideration value offered) would be payable if the heads of terms and option agreement for easement are agreed within a bespoke timeframe. This is an additional payment to incentivise the party to enter into an agreement with NGET in a timely manner to enable delivery of the Project within the Project programme and in line with the need case for the Project.
- 12.55 In respect of the points made in Obj2 on the incentive deadline, this is ultimately a question of compensation given that it relates to the value to be paid for the option and easement. However, it is important to note that the incentive deadline was extended by three weeks to account for the Christmas break and subsequently extended to 31 March 2023. This demonstrates a continued willingness on behalf of NGET to secure voluntary agreements.
- 12.56 The objection in respect of consideration and the incentive period should be disregarded on the basis that they relate to matters of compensation.
- 12.57 In respect of the request for the construction compound to be re-sited (which relates to Plot 5-04), NGET has undertaken a detailed optioneering exercise as part of the English Onshore Scheme. The request for the construction compound to be re-sited was made by the relevant landowners in November 2022, following the design freeze in submission of the English Onshore Scheme and the consultation and optioneering process undertaken.

- 12.58 Notwithstanding this, NGET has considered potential alternative locations for the siting of the construction compound. NGET has undertaken an initial assessment of adjacent land owned by the relevant landowner to assess the potential for relocating the compound. However, due to topographical challenges with adjacent land (comprising significant variation in ground levels and which would necessitate significant cut and fill) and the technical requirement for a compound in this location it is not possible to move the location of this compound. Therefore, NGET is continuing to engage with the relevant landowner as to how the impact of the compound on its landholding can be managed during the construction process. In particular, NGET is in discussions with the relevant landowner to identify alternative arrangements in terms of relocating the ponies that currently use the paddock.
- 12.59 NGET has taken a proportionate approach to the acquisition of rights within the Order and has sought to acquire Construction Compound Rights over the plot 5-04 rather than seeking the permanent acquisition of the relevant plot. This is because this construction compound is only required for a short period during the construction phase of the English Onshore Scheme. This means that the use of this land is limited to the construction period.
- 12.60 In respect of the construction process, soils, drainage and access the Heads of Terms contain detail in respect of these matters and were accompanied by NGET's Best Practice Guide (CD F.6). In respect of:
- 12.60.1 soil, NGET's Best Practice Guide identifies how NGET will undertake soil management through the construction of the English Onshore Scheme;
 - 12.60.2 drainage, NGET's Best Practice Guide how NGET will deal with land drainage through the construction of the English Onshore Scheme; and
 - 12.60.3 securing these matters, NGET's draft Heads of Terms include confirmation that all project works will be carried out in adherence to NGET's Best Practice Guide.
- 12.61 In respect of cable depth and drainage, the Heads of Terms identify a minimum depth (not an actual depth). The Heads of Terms provides that: "*The cables will generally be laid so as to avoid continued interference with normal agricultural operations as far as reasonably practicable. The cables shall be laid to contour with a depth of cover not less than 900mm from the original surface to the top of the protective tile above the cables*".
- 12.62 NGET's Best Practice Guide confirms that NGET will instruct a drainage consultant to provide pre and post construction drainage plans and sets out NGET's approach to drainage. In order to expedite this process, NGET has appointed a drainage consultant now in order to engage with the relevant landowner and address this issue at an earlier stage in the process. NGET's appointed drainage consultant met with Mr Dryden on 20 June 2023 to gather information on land use and agricultural farming practices to help inform an appropriate drainage strategy and cable depth.
- 12.63 NGET is engaged with the relevant landowner's land agent over some final points of detail in the draft heads of terms and expects to be in a position to agree the heads of terms shortly.

Obj7 (CD D.18)

- 12.64 Obj7 is an objection made by Katherine Pattison. This landowner is the relevant landowner of Plots 6-01 and 6-04.
- 12.65 In respect of the points made in Obj7 on land surveys and land interest questionnaires, this is not relevant to the confirmation of the Order save to demonstrate the period of time over which there has been engagement between NGET and the relevant landowner. However, in respect of these points NGET comments as follows:
- 12.65.1 NGET's position is that the deduction of the licence fee from the compensation figure is a standard approach adopted by acquiring authorities. This was agreed between the parties as part of a separate voluntary licence agreement;
- 12.65.2 NGET appreciates the landowner entering into the previous licence agreement, and as identified in the objection the previous payment under the licence agreement has been settled; and
- 12.65.3 NGET appreciates the submission of the landowner questionnaires, which formed part of NGET's process of making diligence enquiry in forming its proposals for the English Onshore Scheme. Statutory requisition powers are available and do not require compensation to be paid. As above, NGET's position is that it is not industry standard to make payment for completion of a landowner questionnaire.
- 12.65.4 This element of the objection relates to a matter of compensation under a previous agreement and in respect of a landowner questionnaire and should be disregarded.
- 12.66 In respect of the allegation regarding unauthorised access, an access was agreed, a licence signed and paid for and trackway laid. Subsequently, an alternative access alternative access was agreed. NGET understands that the allegation is that the removal of the trackway was unauthorised, but NGET does not accept this.
- 12.67 In respect of the points made in Obj7 on the incentive, this misrepresents the offer made to the objectors and is a matter of valuation and compensation. The correct basis for the payment offered is as follows:
- 12.67.1 the value offered in terms of consideration for the option and easement is 80% of the agreed agricultural land value (which is calculated on a per acre basis). This is NGET's valuation for the acquisition of rights over the land subject to the Order and this is an industry standard valuation for the acquisition of such rights; and
- 12.67.2 an additional incentive (being 20% of the consideration value offered) would be payable if the heads of terms and option agreement for easement are agreed within a bespoke timeframe. This is an additional payment to incentivise the party to enter into an agreement with NGET in a timely manner to enable delivery of the Project within the Project programme and in line with the need case for the Project.
- 12.68 In respect of the points made in Obj7 on the incentive deadline, this is ultimately a question of compensation given that it relates to the value to be paid for the option and easement. However, it is important to note that the incentive deadline was extended by three weeks to account for the

Christmas break and subsequently extended to 31 March 2023. This demonstrates a continued willingness on behalf of NGET to secure voluntary agreements.

- 12.69 The objection in respect of consideration and the incentive period should be disregarded on the basis that they relate to matters of compensation.
- 12.70 In respect of the construction process, soils, drainage and access the Heads of Terms contain detail in respect of these matters and were accompanied by NGET's Best Practice Guide (CD F.6). In respect of:
- 12.70.1 soil, NGET's Best Practice Guide identifies how NGET will undertake soil management through the construction of the English Onshore Scheme;
 - 12.70.2 drainage, NGET's Best Practice Guide how NGET will deal with land drainage through the construction of the English Onshore Scheme; and
 - 12.70.3 securing these matters, NGET's draft Heads of Terms include confirmation that all project works will be carried out in adherence to NGET's Best Practice Guide.
- 12.71 In respect of cable depth and drainage, the Heads of Terms identify a minimum depth (not an actual depth). The Heads of Terms provides that: *"The cables will generally be laid so as to avoid continued interference with normal agricultural operations as far as reasonably practicable. The cables shall be laid to contour with a depth of cover not less than 900mm from the original surface to the top of the protective tile above the cables"*.
- 12.72 NGET's Best Practice Guide confirms that NGET will instruct a drainage consultant to provide pre and post construction drainage plans and sets out NGET's approach to drainage. In order to expedite this process, NGET has appointed a drainage consultant now in order to engage with the relevant landowner and address this issue at an earlier stage in the process. NGET's appointed drainage consultant has not been granted a meeting thus far to gather information on land use and agricultural farming practices but will continue to engage with the relevant landowner in hope that we can agree an appropriate time for the data gathering to take place.
- 12.73 NGET's Best Practice Guide confirms that NGET will instruct a drainage consultant to provide pre and post construction drainage plans and sets out NGET's approach to drainage. In order to expedite this process, NGET has appointed a drainage consultant now in order to engage with the relevant landowner and address this issue at an earlier stage in the process. NGET has been unable to arrange a meeting between its appointed drainage consultant and the relevant landowner and is awaiting a date for this meeting to be confirmed.
- 12.74 NGET is engaged with the relevant landowner's land agent over some final points of detail in the draft heads of terms and expects to be in a position to agree the heads of terms shortly.
- Obj8 (CD D.19)
- 12.75 Obj8 is an objection made by Edward Peverley. This landowner is the relevant landowner of Plot 6-10.
- 12.76 In respect of the points made in Obj8 on land surveys and land interest questionnaires, this is not relevant to the confirmation of the Order save to demonstrate the period of time over which there

has been engagement between NGET and the relevant landowner. However, in respect of these points NGET comments as follows:

12.76.1 NGET's position is that the deduction of the licence fee from the compensation figure is a standard approach adopted by acquiring authorities. This was agreed between the parties as part of a separate voluntary licence agreement;

12.76.2 NGET appreciates the landowner entering into the previous licence agreement, and as identified in the objection the previous payment under the licence agreement has been settled; and

12.76.3 NGET appreciates the submission of the landowner questionnaires, which formed part of NGET's process of making diligence enquiry in forming its proposals for the English Onshore Scheme. Statutory requisition powers are available and do not require compensation to be paid. As above, NGET's position is that it is not industry standard to make payment for completion of a landowner questionnaire.

12.76.4 This element of the objection relates to a matter of compensation under a previous agreement and in respect of a landowner questionnaire and should be disregarded.

12.77 In respect of the points made in Obj8 on the incentive, this misrepresents the offer made to the objectors and is a matter of valuation and compensation. The correct basis for the payment offered is as follows:

12.77.1 the value offered in terms of consideration for the option and easement is 80% of the agreed agricultural land value (which is calculated on a per acre basis). This is NGET's valuation for the acquisition of rights over the land subject to the Order and this is an industry standard valuation for the acquisition of such rights; and

12.77.2 an additional incentive (being 20% of the consideration value offered) would be payable if the heads of terms and option agreement for easement are agreed within a bespoke timeframe. This is an additional payment to incentivise the party to enter into an agreement with NGET in a timely manner to enable delivery of the Project within the Project programme and in line with the need case for the Project.

12.78 In respect of the points made in Obj8 on the incentive deadline, this is ultimately a question of compensation given that it relates to the value to be paid for the option and easement. However, it is important to note that the incentive deadline was extended by three weeks to account for the Christmas break and subsequently extended to 31 March 2023. This demonstrates a continued willingness on behalf of NGET to secure voluntary agreements.

12.79 The objection in respect of consideration and the incentive period should be disregarded on the basis that they relate to matters of compensation.

12.80 In respect of the request for further information in respect of the cable, a drawing of a cable installation cross section was issued to the relevant landowner on 13 March 2023 in response to the objection in order to provide further information.

- 12.81 In respect of the potential alternative land uses, the site is not subject to any planning allocations for development in the development plan and is not subject to any planning applications. NGET understands that the relevant landowner may have aspirations to deliver an energy storage scheme on their land and NGET is happy to work with the relevant landowner to understand their development aspirations in due course.
- 12.82 In respect of the construction process, soils, drainage and access the Heads of Terms contain detail in respect of these matters and were accompanied by NGET's Best Practice Guide (CD F.6). In respect of:
- 12.82.1 soil, NGET's Best Practice Guide identifies how NGET will undertake soil management through the construction of the English Onshore Scheme;
 - 12.82.2 drainage, NGET's Best Practice Guide how NGET will deal with land drainage through the construction of the English Onshore Scheme; and
 - 12.82.3 securing these matters, NGET's draft Heads of Terms include confirmation that all project works will be carried out in adherence to NGET's Best Practice Guide.
- 12.83 In respect of cable depth and drainage, the Heads of Terms identify a minimum depth (not an actual depth). The Heads of Terms provides that: *"The cables will generally be laid so as to avoid continued interference with normal agricultural operations as far as reasonably practicable. The cables shall be laid to contour with a depth of cover not less than 900mm from the original surface to the top of the protective tile above the cables"*.
- 12.84 NGET's Best Practice Guide confirms that NGET will instruct a drainage consultant to provide pre and post construction drainage plans and sets out NGET's approach to drainage. In order to expedite this process, NGET has appointed a drainage consultant now in order to engage with the relevant landowner and address this issue at an earlier stage in the process. NGET's appointed drainage consultant met with the relevant landowner on 20 June 2023 to gather information on land use and agricultural farming practices to help inform an appropriate drainage strategy and cable depth.
- 12.85 NGET is engaged with the relevant landowner's land agent over some final points of detail in the draft heads of terms and expects to be in a position to agree the heads of terms shortly.
- Obj9 (CD D.20)
- 12.86 Obj9 is an objection made by Mr Stephen Gregson. This landowner is the relevant landowner of Plots 1-26, 1-27, 1-28, 1-30, 2-01, 2-02, 2-05, 2-06, 2-08, 2-09, 2-11, 2-12, 2-13, 2-14, 2-15, 2-17, 2-20, 3-06, 3-07, 3-08, 3-09, 3-11, 4-01, 6-09, 7-01, 7-02, 7-03, 7-04 and 7-05.
- 12.87 In respect of the objection that NGET has not provided sufficient details in respect of the scheme nor engaged adequately with landowners, this is not accepted. NGET has provided the landowner with detailed heads of terms setting out its requirements and this was accompanied by NGET's Best Practice Guide (CD F.6).
- 12.88 In respect of the objection that the full extent of rights required by NGET, including access provisions following completion of the works have not been made clear, this is not accepted. The

heads of terms contain the rights that NGET requires in respect of the land and this is accompanied by NGET's Best Practice Guide.

- 12.89 In respect of the objection that NGET has not sufficiently justified the need for the Project, NGET has set out in detail in both the Statement of Reasons and the Statement of Case the need for the Scheme. Please see section 8 of this Statement of Case which identifies the urgent national need, and supporting energy and planning policy, for the Project in order to meet the Government's Net Zero objectives. This is reiterated by the Ofgem FNC Decision and the introduction of the ASTI framework to expedite the delivery of the Project.
- 12.90 In respect of the objection that the relevant landowner has obligations to third parties in respect of rights of access, and to prevent nuisance and that NGET has not provided sufficient details to demonstrate that they will not put Mr Gregson in breach of these agreements, this is not accepted.
- 12.91 In relation to the objection that it is not agreed that the proposed route is the most suitable one available, NGET's position is that the proposed route is the most suitable route. NGET has undertaken a detailed consultation and optioneering exercise, evidence by the Alternatives Report, which demonstrates the consideration undertaken in identifying and developing the English Onshore Scheme.
- 12.92 In relation to the objection regarding future solar and residential projects which would be impacted by the proposals, the relevant landowner has not identified any future solar or residential projects to which this statement applies. The relevant land is not subject to any planning allocations or planning applications. Where there were known proposals for residential development, NGET has taken this into its account as part of its design of the cable route. NGET is happy to work with the relevant landowner to understand their development aspirations in due course.
- 12.93 NGET has been in discussions with a potential solar developer who, NGET has subsequently become aware, is exploring development of the land. The solar developer is aware of the English Onshore Scheme and is taking the English Onshore Scheme into account in designing its development proposal.
- 12.94 In respect of compensation and funding, NGET has estimated land costs for delivery of the English Onshore Scheme are £4.8million. This has been included in the project budget in the construction phase and will be available when powers pursuant to the Order are exercised. NGET has demonstrated in the Statement of Reasons and this Statement of Case that funding will be available for the English Onshore Scheme.
- 12.95 NGET's Best Practice Guide confirms that NGET will instruct a drainage consultant to provide pre and post construction drainage plans and sets out NGET's approach to drainage. In order to expedite this process, NGET has appointed a drainage consultant now in order to engage with the relevant landowner and address this issue at an earlier stage in the process. NGET's appointed drainage consultant met with the relevant landowner on 21 June 2023 to gather information on land use and agricultural farming practices to help inform an appropriate drainage strategy and cable depth.

12.96 NGET is engaged with the relevant landowner's land agent over points of detail in the draft heads of terms.

Obj10 (CD D.21)

12.97 Obj10 is an objection made by Mr Philip Lee. This objector was identified as an occupier of Plots 3-06, 3-07, 3-09, 3-10, 3-11 and 4-01.

12.98 In respect of the objection that NGET has not provided sufficient details in respect of the scheme nor engaged adequately with landowners, this is not accepted. NGET has provided the landowner with detailed heads of terms setting out its requirements and this was accompanied by NGET's Best Practice Guide (CD F.6).

12.99 In respect of the objection that the full extent of rights required by NGET, including access provisions following completion of the works have not been made clear, this is not accepted. The heads of terms contain the rights that NGET requires in respect of the land and this is accompanied by NGET's Best Practice Guide.

12.100 In respect of the objection that NGET has not sufficiently justified the need for the Project, NGET has set out in detail in both the Statement of Reasons and the Statement of Case the need for the Scheme. Please see section 8 of this Statement of Case which identifies the urgent national need, and supporting energy and planning policy, for the Project in order to meet the Government's Net Zero objectives. This is reiterated by the Ofgem FNC Decision and the introduction of the ASTI framework to expedite the delivery of the Project.

12.101 In relation to the objection regarding non-agricultural development schemes which are being promoted over the acquisition areas, the relevant landowner has not identified any future development schemes to which this statement applies. The relevant land is not subject to any planning allocations or planning applications. Where there were known proposals for development, NGET has taken this into its account as part of its design of the cable route. NGET is happy to work with the relevant landowner to understand their development aspirations in due course.

12.102 In relation to the objection that it is not agreed that the proposed route is the most suitable one available, NGET's position is that the proposed route is the most suitable route. NGET has undertaken a detailed consultation and optioneering exercise, evidence by the Alternatives Report, which demonstrates the consideration undertaken in identifying and developing the English Onshore Scheme.

12.103 In respect of compensation and funding, NGET has estimated land costs for delivery of the English Onshore Scheme are £4.8million. This has been included in the project budget in the construction phase and will be available when powers pursuant to the Order are exercised. NGET has demonstrated in the Statement of Reasons and this Statement of Case that funding will be available for the English Onshore Scheme.

Obj11 (CD D.22)

- 12.104 Obj11 is an objection made by Mr Keith Davidson. This landowner is identified as a relevant landowner of Plots 1-12 to 1-17, 1-19 and 1-21.
- 12.105 In respect of the objection that NGET has not provided sufficient details in respect of the scheme nor engaged adequately with landowners, this is not accepted. NGET has provided the landowner with detailed heads of terms setting out its requirements and this was accompanied by NGET's Best Practice Guide (CD F.6).
- 12.106 In respect of the objection that the full extent of rights required by NGET, including access provisions following completion of the works have not been made clear, this is not accepted. The heads of terms contain the rights that NGET requires in respect of the land and this is accompanied by NGET's Best Practice Guide.
- 12.107 In respect of the objection that the relevant landowner has obligations to third parties in respect of rights of access to residential dwellings at Seaham Grange, the relevant access will not be closed and so access to those residential dwellings will continue throughout the construction of the English Onshore Scheme. This relates to Plot 1-14, over which NGET has sought Temporary Access Rights in order for construction vehicles to access a construction compound during the construction of the English Onshore Scheme.
- 12.108 In respect of Plot 1-14, NGET has taken a proportionate approach to the acquisition of rights within the Order and has sought to acquire Temporary Access Rights over Plot 1-14 rather than seeking the permanent acquisition of Plot 1-14. This is because this access is only required for a short period during the construction phase of the English Onshore Scheme.
- 12.109 In respect of the objection that NGET has not sufficiently justified the need for the Project, NGET has set out in detail in both the Statement of Reasons and the Statement of Case the need for the Scheme. Please see section 8 of this Statement of Case which identifies the urgent national need, and supporting energy and planning policy, for the Project in order to meet the Government's Net Zero objectives. This is reiterated by the Ofgem FNC Decision and the introduction of the ASTI framework to expedite the delivery of the Project.
- 12.110 In relation to the objection that it is not agreed that the proposed route is the most suitable one available, NGET's position is that the proposed route is the most suitable route. NGET has undertaken a detailed consultation and optioneering exercise, evidence by the Alternatives Report, which demonstrates the consideration undertaken in identifying and developing the English Onshore Scheme.
- 12.111 In relation to the objection regarding non-agricultural development schemes which are being promoted over the acquisition areas, the relevant landowner has not identified any future development schemes to which this statement applies. The relevant land is not subject to any planning allocations or planning applications. Where there were known proposals for development, NGET has taken this into its account as part of its design of the cable route. This includes taking account of the existence of the option for the national housebuilder. As part of its optioneering process, NGET engaged with the national housebuilder in late 2021 over an original preferred cable corridor and agreed the location of an alternative cable corridor in order to ensure that the English Onshore Scheme was compatible with the national housebuilder's proposals. That

national housebuilder was notified of the making of the Order and has not submitted an objection. NGET is happy to work with the relevant landowner to understand their development aspirations in due course. This demonstrates that NGET has taken into account development aspirations in the design and evolution of the English Onshore Scheme.

- 12.112 NGET has been in discussions with a potential solar developer who, NGET has subsequently become aware, is exploring development of the land. The solar developer is aware of the English Onshore Scheme and is taking the English Onshore Scheme into account in designing its development proposal.
- 12.113 In respect of compensation and funding, NGET has estimated land costs for delivery of the English Onshore Scheme are £4.8million. This has been included in the project budget in the construction phase and will be available when powers pursuant to the Order are exercised. NGET has demonstrated in the Statement of Reasons and this Statement of Case that funding will be available for the English Onshore Scheme.
- 12.114 NGET's Best Practice Guide confirms that NGET will instruct a drainage consultant to provide pre and post construction drainage plans and sets out NGET's approach to drainage. In order to expedite this process, NGET has appointed a drainage consultant now in order to engage with the relevant landowner and address this issue at an earlier stage in the process. NGET's appointed drainage consultant met with the relevant landowner on 18 May 2023 to gather information on land use and agricultural farming practices to help inform an appropriate drainage strategy and cable depth.
- 12.115 NGET is engaged with the relevant landowner's land agent over points of detail in the draft heads of terms.

Obj12 (CD D.23)

- 12.116 Obj12 is an objection made by C Howes and Estate of P Howes. These landowners are the relevant landowners for Plots 7-01, 7-02, 7-03, 7-04, 7-05, 7-06, 7-07, 7-08, 7-09, 7-10 and 7-11.
- 12.117 In respect of the points made in Obj12 on land surveys and land interest questionnaires, this is not relevant to the confirmation of the Order save to demonstrate the period of time over which there has been engagement between NGET and the relevant landowner. However, in respect of these points NGET comments as follows:
- 12.117.1 NGET's position is that the deduction of the licence fee from the compensation figure is a standard approach adopted by acquiring authorities. This was agreed between the parties as part of a separate voluntary licence agreement;
- 12.117.2 NGET appreciates the landowner entering into the previous licence agreement, and as identified in the objection the previous payment under the licence agreement has been settled; and
- 12.117.3 NGET appreciates the submission of the landowner questionnaires, which formed part of NGET's process of making diligence enquiry in forming its proposals for the English Onshore Scheme. Statutory requisition powers are available and do not require

compensation to be paid. As above, NGET's position is that it is not industry standard to make payment for completion of a landowner questionnaire.

- 12.117.4 This element of the objection relates to a matter of compensation under a previous agreement and in respect of a landowner questionnaire and should be disregarded.
- 12.118 In respect of the allegation regarding unauthorised access, NGET's position is that licences were issued and agreed verbally but were never signed & returned. However, NGET's agents have confirmed that access was agreed via telephone.
- 12.119 In respect of the points made in Obj12 on the incentive, this misrepresents the offer made to the objectors and is a matter of valuation and compensation. The correct basis for the payment offered is as follows:
- 12.119.1 the value offered in terms of consideration for the option and easement is 80% of the agreed agricultural land value (which is calculated on a per acre basis). This is NGET's valuation for the acquisition of rights over the land subject to the Order and this is an industry standard valuation for the acquisition of such rights; and
- 12.119.2 an additional incentive (being 20% of the consideration value offered) would be payable if the heads of terms and option agreement for easement are agreed within a bespoke timeframe. This is an additional payment to incentivise the party to enter into an agreement with NGET in a timely manner to enable delivery of the Project within the Project programme and in line with the need case for the Project.
- 12.120 In respect of the points made in Obj12 on the incentive deadline, this is ultimately a question of compensation given that it relates to the value to be paid for the option and easement. However, it is important to note that the incentive deadline was extended by three weeks to account for the Christmas break and subsequently extended to 31 March 2023. This demonstrates a continued willingness on behalf of NGET to secure voluntary agreements.
- 12.121 The objection in respect of consideration and the incentive period should be disregarded on the basis that they relate to matters of compensation.
- 12.122 In respect of alternative development sites, the relevant land is not subject to any planning allocations or planning applications. In respect of the proposed battery storage scheme, NGET is not aware that the battery storage scheme benefits from a connection offer or that any planning application has been progressed. In respect of the relevant land (which NGET understands to be plots 7-06, 7-07 and 7-08 given the reference to the construction compound), NGET has taken a proportionate approach to the acquisition of rights within the Order and has sought to acquire Construction Compound Rights over the relevant plot rather than seeking the permanent acquisition of the relevant plot. This is because this construction compound is only required for a short period during the construction phase of the English Onshore Scheme. This means that the use of this land is limited to the construction period and will not prevent any ambitions for the delivery of a battery storage scheme on this land.
- 12.123 In relation to the statement that the land take is larger than discussed with the relevant landowner, this is not accepted. The area within the Order reflects the area within the plan appended to the

Heads of Terms. The Order identifies the relevant landowners as the presumed owner of the subsoil in the half-width of the highway (comprised in Plots 7-01 to 7-05), applying the standard rebuttable presumption that adjacent landowners own the subsoil in the half-width of any highway adjoining their land.

- 12.124 In respect of:
- 12.124.1 soil, NGET's Best Practice Guide (CD F.6) identifies how NGET will undertake soil management through the construction of the English Onshore Scheme;
 - 12.124.2 drainage, NGET's Best Practice Guide how NGET will deal with land drainage through the construction of the English Onshore Scheme; and
 - 12.124.3 securing these matters, NGET's draft Heads of Terms include confirmation that all project works will be carried out in adherence to NGET's Best Practice Guide.
- 12.125 In respect of cable depth and drainage, the Heads of Terms identify a minimum depth (not an actual depth). The Heads of Terms provides that: *"The cables will generally be laid so as to avoid continued interference with normal agricultural operations as far as reasonably practicable. The cables shall be laid to contour with a depth of cover not less than 900mm from the original surface to the top of the protective tile above the cables"*.
- 12.126 NGET's Best Practice Guide confirms that NGET will instruct a drainage consultant to provide pre and post construction drainage plans and sets out NGET's approach to drainage. In order to expedite this process, NGET has appointed a drainage consultant now in order to engage with the relevant landowner and address this issue at an earlier stage in the process. The relevant landowners have confirmed they are unable to attend a meeting with NGET's appointed drainage consultant and have confirmed they are happy for details to be provided to be exchanged between NGET and their appointed land agents. NGET's drainage consultants have issued a questionnaire but are yet to receive a response.
- 12.127 NGET is engaged with the relevant landowner's land agent over some final points of detail in the draft heads of terms and expects to be in a position to agree the heads of terms shortly.

Obj13 (CD D.24)

- 12.128 Obj13 is an objection made by Kevin Howes. This landowner is identified as the relevant landowner of Plots 6-43, 6-44, 6-45, 6-46, 6-47, 7-01, 7-02, 7-03, 7-04, 7-05, 7-12 and 7-13.
- 12.129 In respect of the points made in Obj13 on land surveys and land interest questionnaires, this is not relevant to the confirmation of the Order save to demonstrate the period of time over which there has been engagement between NGET and the relevant landowner.
- 12.129.1 NGET's position is that the deduction of the licence fee from the compensation figure is a standard approach adopted by acquiring authorities. This was agreed between the parties as part of a separate voluntary licence agreement; and
 - 12.129.2 NGET appreciates the submission of the landowner questionnaires, which formed part of NGET's process of making diligence enquiry in forming its proposals for the English Onshore Scheme. Statutory requisition powers are available and do not require

compensation to be paid. As above, NGET's position is that it is not industry standard to make payment for completion of a landowner questionnaire.

- 12.129.3 This element of the objection relates to a matter of compensation under a previous agreement and in respect of a landowner questionnaire and should be disregarded.
- 12.130 In respect of the points made in Obj13 on the incentive, this misrepresents the offer made to the objectors and is a matter of valuation and compensation. The correct basis for the payment offered is as follows:
- 12.130.1 the value offered in terms of consideration for the option and easement is 80% of the agreed agricultural land value (which is calculated on a per acre basis). This is NGET's valuation for the acquisition of rights over the land subject to the Order and this is an industry standard valuation for the acquisition of such rights; and
- 12.130.2 an additional incentive (being 20% of the consideration value offered) would be payable if the heads of terms and option agreement for easement are agreed within a bespoke timeframe. This is an additional payment to incentivise the party to enter into an agreement with NGET in a timely manner to enable delivery of the Project within the Project programme and in line with the need case for the Project.
- 12.131 In respect of the points made in Obj13 on the incentive deadline, this is ultimately a question of compensation given that it relates to the value to be paid for the option and easement. However, it is important to note that the incentive deadline was extended by three weeks to account for the Christmas break and subsequently extended to 31 March 2023. This demonstrates a continued willingness on behalf of NGET to secure voluntary agreements.
- 12.132 The objection in respect of consideration and the incentive period should be disregarded on the basis that they relate to matters of compensation.
- 12.133 In relation to the objection regarding alternative uses, including residential developments and solar schemes which the relevant landowner has an interest in, the relevant landowner has not identified any future development schemes to which this statement applies. The relevant land is not subject to any planning allocations or planning applications. Where there were known proposals for development, NGET has taken this into its account as part of its design of the cable route.
- 12.134 In relation to the statement that the land take is larger than discussed with the relevant landowner, this is not accepted. The area within the Order reflects the area within the plan appended to the Heads of Terms. The Order identifies the relevant landowners as the presumed owner of the subsoil in the half-width of the highway (comprised in Plots 7-01 to 7-05), applying the standard rebuttable presumption that adjacent landowners own the subsoil in the half-width of any highway adjoining their land.
- 12.135 In respect of the construction process, soils, drainage and access the Heads of Terms contain detail in respect of these matters and were accompanied by NGET's Best Practice Guide (CD F.6). In respect of:

- 12.135.1 soil, NGET's Best Practice Guide identifies how NGET will undertake soil management through the construction of the English Onshore Scheme;
- 12.135.2 drainage, NGET's Best Practice Guide how NGET will deal with land drainage through the construction of the English Onshore Scheme; and
- 12.135.3 securing these matters, NGET's draft Heads of Terms include confirmation that all project works will be carried out in adherence to NGET's Best Practice Guide.
- 12.136 In respect of cable depth and drainage, the Heads of Terms identify a minimum depth (not an actual depth). The Heads of Terms provides that: "*The cables will generally be laid so as to avoid continued interference with normal agricultural operations as far as reasonably practicable. The cables shall be laid to contour with a depth of cover not less than 900mm from the original surface to the top of the protective tile above the cables*".
- 12.137 NGET's Best Practice Guide confirms that NGET will instruct a drainage consultant to provide pre and post construction drainage plans and sets out NGET's approach to drainage. In order to expedite this process, NGET has appointed a drainage consultant now in order to engage with the relevant landowner and address this issue at an earlier stage in the process. The relevant landowner has confirmed they are unable to attend a meeting with NGET's appointed drainage consultant and have confirmed they are happy for details to be provided to be exchanged between NGET and their appointed land agents. NGET's drainage consultants have issued a questionnaire but are yet to receive a response.
- 12.138 NGET is engaged with the relevant landowner's land agent over some final points of detail in the draft heads of terms and expects to be in a position to agree the heads of terms shortly.
- Obj14 (CD D.25)
- 12.139 Obj14 is an objection made by Mr Edward Colin Snowdon and Mrs Mary Elizabeth Snowdon. These landowners are the relevant landowner of Plots 1-04, 1-05, 1-06, 1-07 and 1-09.
- 12.140 In respect of the header Point B (Correspondence):
- 12.140.1 The points made in relation to survey access and compensation are not relevant to the confirmation of the Order save to demonstrate the period of time over which there has been engagement between NGET and the relevant landowner as it relates to previous survey works. This element of the objection relates to a matter of compensation under a previous agreement and in respect of a landowner questionnaire and should be disregarded.
- 12.140.2 Obj14 references a schedule of correspondence, but no schedule of correspondence has been appended.
- 12.141 In respect of the car boot operation and the points made in the header Point C (Car Boot Planning and Practical Implications), NGET recognises the relevant landowners' interest in continuing to operate the car boot throughout the construction period of the English Onshore Scheme. In this respect:

- 12.141.1 NGET will seek to minimise the land take during the construction period so as to minimise the impacts on the car boot operations.
- 12.141.2 NGET has worked with the relevant landowners and their agent to identify an alternative site which is located directly opposite and to the north of the current car boot site and which is in the land ownership of the relevant landowners. NGET understands that part of this land is currently used temporarily as part of the car boot operations.
- 12.141.3 NGET has committed to providing support to the relevant landowners in order to assist them in securing planning permission for the delivery of this alternative location. NGET has been in frequent contact with the landowner's appointed land agent and on 2 March 2023 committed to covering reasonable costs associated with the temporary relocation of the car boot sale business, including but not limited to planning application fees, improved accesses, advertising etc.
- 12.142 In respect of the points made in the header Point D (Covering letter dated 24 January 2023), NGET has sought to progress voluntary agreements with landowners over an extended period of time.
- 12.143 In respect of the additional points made in the header Point E (Statement of Reasons):
- 12.143.1 Point 2.2: All notices required have been served as required by the relevant legislation.
- 12.143.2 Point 3.2.1: In all correspondence between NGET and the landowner's agent the requirement for the construction of the cable to be situated on this land has been communicated. This includes the plan which accompanied the Heads of Terms.
- 12.143.3 Point 3.7: NGET appreciates the cooperation of the landowner in facilitating the surveys that were required to inform the design of the English Onshore Scheme
- 12.143.4 Point 3.11: Section 3.11 of the Statement of Reasons and of this Statement of Case set out the requirement for the Temporary Compound at the Landfall, and Section 9.15 to Section 9.17 set out the planning position in respect of that Temporary Compound. NGET reiterates that it will comply with the conditions attached to the relevant permitted development right that authorises this Temporary Compound. The Heads of Terms issued to the relevant landowner included all of the land sought to be acquired pursuant to the Order and included rights relating to a secure works compound.
- 12.143.5 NGET has taken a proportionate approach to the acquisition of rights within the Order and has sought to acquire Construction Compound Rights over plot 1-05 rather than seeking the permanent acquisition of the relevant plot. This is because this construction compound is only required for a short period during the construction phase of the English Onshore Scheme. This means that the use of this land is limited to the construction period.
- 12.143.6 It is not possible for this Temporary Compound to be located anywhere other than in this plot as it is an essential compound and is intrinsically linked to the Landfall.

12.143.7 Point 3.11: In respect of the works to the East of the railway, the expectation is that NGET will use the Temporary Compound which will be located in Plot 1-15. The Temporary Compound associated with the landfall will not be used for works to the East of the railway.

12.143.8 Point 3.22.1: In respect of cable depth and drainage, the Heads of Terms identify a minimum depth (not an actual depth). The Heads of Terms provides that: “*The cables will generally be laid so as to avoid continued interference with normal agricultural operations as far as reasonably practicable. The cables shall be laid to contour with a depth of cover not less than 900mm from the original surface to the top of the protective tile above the cables*”. Section 3.22.1 of the Statement of Reasons and this Statement of Case identifies the width and the depth of the trench within which those cables will be laid.

NGET’s Best Practice Guide (CD F.6) confirms that NGET will instruct a drainage consultant to provide pre and post construction drainage plans and sets out NGET’s approach to drainage. In order to expedite this process, NGET has appointed a drainage consultant now in order to engage with the relevant landowner and address this issue at an earlier stage in the process. NGET has sought to arrange a meeting with the relevant landowner and will continue to do so.

12.144 In respect of the additional points made in the header Point 6 (Engagement of Affected Parties), NGET has been engaged with the relevant landowners’ land agent throughout the process, and is now engaged with the relevant landowners’ land agent in respect of points of detail in the heads of terms.

12.145 In respect of the additional points made in the header Point G (Assessing Alternative Ways of Realising the Primary Objective):

12.145.1 Point 7.3 and 7.4 (Car Boot Sale): Section 2.9.2.1 of the Alternatives Report summarises the assessment of alternatives that was undertaken in respect of the Landfall. This demonstrates that a number of factors were taken into account in selecting the Landfall site, including the car boot sale.

In respect of the car boot sale site, NGET has considered this and has considered whether the landfall could be moved further inland. This is not feasible.

The offshore alignment of the Landfall was chosen to avoid seabed element/rocky outcrops. The location of the Landfall and the transition joint bay cannot be moved further inland due to risks associated with cable exposure post burial and vessels operating in shallow water due to limitations of the length of HDD. This is due to the shallow coastal waters. In the shallow coastal waters the grounds are outcropping bedrock with a highly mobile sediment layer. The mobility of sediment due to storms etc is particularly an issue in the first 10m of water depth. These ground conditions would make it very difficult to protect the cable in the shallow waters of the marine environment. This would also represent a health and safety risk due to vessels and divers operating in shallow waters.

Due to the expected erosion of the shoreline, the transition joint bay at the Landfall cannot be located closer to the cliffs as this would give rise to a high risk of exposure of the cable and the joint bay by 2057.

This position has been communicated to the relevant landowners.

- 12.145.2 Point 7.9 to 7.14 (Consultation and Further Consultation): The relevant landowners were contacted and invited to all consultation events. Obj14 makes several unsubstantiated references to a failure to notify or documents being sent to the wrong address.
- 12.145.3 Point 7.9 (Open Cast Mine): Section 2.9.2.1 of the Alternatives Report summarises the assessment of alternatives that was undertaken in respect of the Landfall. The presence of mining infrastructure was a factor that was taken into account in the selection of the Landfall.
- 12.145.4 Class of Rights in Appendix 2: The classes of rights to be required in respect of the relevant landowners land are proportionate and identify the general purpose of the rights to be acquired. These then identify specific works that may be undertaken pursuant to these rights. In respect of drainage, this reflects the position in the Heads of Terms and the details set out in NGET's Best Practice Guide. NGET will continue to engage with the relevant landowner in respect of drainage as set out in NGET's Best Practice Guide, and NGET will comply with all laws and regulations in undertaking works as part of the English Onshore Scheme.
- 12.145.5 Appendix 3: The Heads of Terms issued to the relevant landowners identify all of the land required for the construction of the English Onshore Scheme.
- 12.145.6 Plot 1-07: The Order identifies the relevant landowners as the presumed owner of the subsoil in the half-width of the highway, applying the standard rebuttable presumption that adjacent landowners own the subsoil in the half-width of any highway adjoining their land. This does not invalidate the Order.
- 12.145.7 Plot 1-08: Plot 1-08 does not identify the relevant landowners.
- 12.146 NGET is engaged with the relevant landowners' land agent in respect of points of detail in the heads of terms.
- Obj15 (CD D.26)
- 12.147 Obj15 is an objection made by Mrs Victoria Payne. This landowner is the relevant landowner for Plots 1-04, 1-05, 1-06, 1-07, 1-08, 1-09 and 1-10.
- 12.148 In respect of the header Point B (Correspondence):
- 12.148.1 The points made in relation to survey access and compensation are not relevant to the confirmation of the Order save to demonstrate the period of time over which there has been engagement between NGET and the relevant landowner as it relates to previous survey works. This element of the objection relates to a matter of compensation under a previous agreement and should be disregarded.

- 12.148.2 Obj15 references a schedule of correspondence, but no schedule of correspondence has been appended.
- 12.149 In respect of the car boot operation and the points made in the header Point C (Car Boot Planning and Practical Implications), NGET recognises the relevant landowners' interest in continuing to operate the car boot throughout the construction period of the English Onshore Scheme. In this respect:
- 12.149.1 NGET will seek to minimise the land take during the construction period so as to minimise the impacts on the car boot operations.
- 12.149.2 NGET has worked with the relevant landowners and their agent to identify an alternative site which is located directly opposite the current car boot site and which is in the land ownership of the relevant landowners. NGET understands that this land is currently used temporarily as part of the car boot operations.
- 12.149.3 NGET has committed to providing support to the relevant landowners in order to assist them in securing planning permission for the delivery of this alternative location.
- 12.150 In respect of the points made in the header Point D (Incorrect Serving of Correspondence and the Order):
- 12.150.1 The notice was initially delivered and signed for on 24 January 2023.
- 12.150.2 The notice was subsequently reissued at the relevant landowner's agent's request and was delivered and signed for at an alternative address on 1 February 2023.
- 12.150.3 NGET afforded a four-week (rather than the statutory three week) period for landowners to submit objections to the Order, and following re-service the relevant landowner had sufficient time to submit an objection to the Order.
- 12.150.4 In any event, the relevant landowner has not suffered any prejudice as a result of this and was able to submit a fully detailed objection to the Order.
- 12.151 In respect of the points made in the header Point E (Covering letter dated 24 January 2023), NGET has sought to progress voluntary agreements with landowners over an extended period of time.
- 12.152 In respect of the additional points made in the header Point F (Statement of Reasons):
- 12.152.1 Point 2.2: All notices required have been served.
- 12.152.2 Point 3.2.1: In all correspondence between NGET and the landowner's agent the requirement for the construction of the cable to be situated on this land has been communicated. This includes the plan which accompanied the Heads of Terms.
- 12.152.3 Point 3.7: NGET appreciates the cooperation of the landowner in facilitating the surveys that were required to inform the design of the English Onshore Scheme
- 12.152.4 Point 3.11: Section 3.11 of the Statement of Reasons and of this Statement of Case set out the requirement for the Temporary Compound at the Landfall, and Section 9.15 to Section 9.17 set out the planning position in respect of that Temporary Compound.

NGET reiterates that it will comply with the conditions attached to the relevant permitted development right that authorises this Temporary Compound. The Heads of Terms issued to the relevant landowner included all of the land sought to be acquired pursuant to the Order and included rights relating to a secure works compound.

12.152.5 NGET has taken a proportionate approach to the acquisition of rights within the Order and has sought to acquire Construction Compound Rights over plot 1-05 rather than seeking the permanent acquisition of the relevant plot. This is because this construction compound is only required for a short period during the construction phase of the English Onshore Scheme. This means that the use of this land is limited to the construction period.

12.152.6 It is not possible for this Temporary Compound to be located anywhere other than in this plot as it is an essential compound and is intrinsically linked to the Landfall.

12.152.7 Point 3.11: In respect of the works to the East of the railway, the expectation is that NGET will use the Temporary Compound which will be located in Plot 1-15. The Temporary Compound associated with the landfall will not be used for works to the East of the railway.

12.152.8 Point 3.22.1: In respect of cable depth and drainage, the Heads of Terms identify a minimum depth (not an actual depth). The Heads of Terms provides that: "*The cables will generally be laid so as to avoid continued interference with normal agricultural operations as far as reasonably practicable. The cables shall be laid to contour with a depth of cover not less than 900mm from the original surface to the top of the protective tile above the cables*". Section 3.22.1 of the Statement of Reasons and this Statement of Case identifies the width and the depth of the trench within which those cables will be laid.

NGET's Best Practice Guide (CD F.6) confirms that NGET will instruct a drainage consultant to provide pre and post construction drainage plans and sets out NGET's approach to drainage. In order to expedite this process, NGET has appointed a drainage consultant now in order to engage with the relevant landowner and address this issue at an earlier stage in the process. NGET has sought to arrange a meeting with the relevant landowner and will continue to do so.

12.153 In respect of the additional points made in the header Point 6 (Engagement of Affected Parties), NGET has been engaged with the relevant landowners' land agent throughout the process, and is now engaged with the relevant landowners' land agent in respect of points of detail in the heads of terms.

12.154 In respect of the additional points made in the header Point 7 (Assessing Alternative Ways of Realising the Primary Objective):

12.154.1 Point 7.3 and 7.4 (Car Boot Sale): Section 2.9.2.1 of the Alternatives Report summarises the assessment of alternatives that was undertaken in respect of the Landfall. This

demonstrates that a number of factors were taken into account in selecting the Landfall site, including the car boot sale.

In respect of the car boot sale site, NGET has considered this and has considered whether the landfall could be moved further inland. This is not feasible.

The offshore alignment of the Landfall was chosen to avoid seabed element/rocky outcrops. The location of the Landfall and the transition joint bay cannot be moved further inland due to risks associated with cable exposure post burial and vessels operating in shallow water due to limitations of the length of HDD. This is due to the shallow coastal waters. In the shallow coastal waters the grounds are outcropping bedrock with a highly mobile sediment layer. The mobility of sediment due to storms etc is particularly an issue in the first 10m of water depth. These ground conditions would make it very difficult to protect the cable in the shallow waters of the marine environment. This would also represent a health and safety risk due to vessels and divers operating in shallow waters.

Due to the expected erosion of the shoreline, the transition joint bay at the Landfall cannot be located closer to the cliffs as this would give rise to a high risk of exposure of the cable and the joint bay by 2057.

This position has been communicated to the relevant landowners.

- 12.154.2 Point 7.9 to 7.14 (Consultation and Further Consultation): The relevant landowners were contacted and invited to all consultation events. Obj15 makes several unsubstantiated references to a failure to notify or documents being sent to the wrong address.
- 12.154.3 Point 7.9 (Open Cast Mine): Section 2.9.2.1 of the Alternatives Report summarises the assessment of alternatives that was undertaken in respect of the Landfall. The presence of mining infrastructure was a factor that was taken into account in the selection of the Landfall.
- 12.154.4 Class of Rights in Appendix 2: The classes of rights to be required in respect of the relevant landowners land are proportionate and identify the general purpose of the rights to be acquired. These then identify specific works that may be undertaken pursuant to these rights. In respect of drainage, this reflects the position in the Heads of Terms and the details set out in NGET's Best Practice Guide. NGET will continue to engage with the relevant landowner in respect of drainage as set out in NGET's Best Practice Guide, and NGET will comply with all laws and regulations in undertaking works as part of the English Onshore Scheme.
- 12.154.5 Appendix 3: The Heads of Terms issued to the relevant landowners identify all of the land required for the construction of the English Onshore Scheme.
- 12.154.6 Plot 1-07: The Order identifies the relevant landowners as the presumed owner of the subsoil in the half-width of the highway, applying the standard rebuttable presumption

that adjacent landowners own the subsoil in the half-width of any highway adjoining their land. This does not invalidate the Order.

12.154.7 Plot 1-08: Plot 1-08 is a minor parcel of land over which landscaping rights are required.

12.155 NGET is engaged with the relevant landowners' land agent in respect of points of detail in the heads of terms.

Obj16 (CD D.27)

12.156 Obj16 is an objection made by Mrs Helen Alexandra Ridley. This landowner is the relevant landowner for Plots 1-04, 1-05, 1-06, 1-07, 1-08, 1-09 and 1-10.

12.157 In respect of the header Point B (Correspondence):

12.157.1 The points made in relation to survey access and compensation are not relevant to the confirmation of the Order save to demonstrate the period of time over which there has been engagement between NGET and the relevant landowner as it relates to previous survey works. This element of the objection relates to a matter of compensation under a previous agreement should be disregarded.

12.157.2 Obj16 references a schedule of correspondence, but no schedule of correspondence has been appended.

12.158 In respect of the car boot operation and the points made in the header Point C (Car Boot Planning and Practical Implications), NGET recognises the relevant landowners' interest in continuing to operate the car boot throughout the construction period of the English Onshore Scheme. In this respect:

12.158.1 NGET will seek to minimise the land take during the construction period so as to minimise the impacts on the car boot operations.

12.158.2 NGET has worked with the relevant landowners and their agent to identify an alternative site which is located directly opposite the current car boot site and which is in the land ownership of the relevant landowners. NGET understands that this land is currently used temporarily as part of the car boot operations.

12.158.3 NGET has committed to providing support to the relevant landowners in order to assist them in securing planning permission for the delivery of this alternative location.

12.159 In respect of the points made in the header Point D (Incorrect Serving of Correspondence and the Order):

12.159.1 The notice was initially delivered and signed for on 24 January 2023.

12.159.2 The notice was subsequently reissued at the relevant landowner's agent's request and was delivered and signed for at an alternative address on 4 February 2023.

12.159.3 NGET afforded a four-week (rather than the statutory three week) period for landowners to submit objections to the Order, and following re-service the relevant landowner had sufficient time to submit an objection to the Order.

- 12.159.4 In any event, the relevant landowner has not suffered any prejudice as a result of this and was able to submit a fully detailed objection to the Order.
- 12.160 In respect of the points made in the header Point E (Covering letter dated 24 January 2023), NGET has sought to progress voluntary agreements with landowners over an extended period of time.
- 12.161 In respect of the additional points made in the header Point F (Statement of Reasons):
- 12.161.1 Point 2.2: All notices required have been served.
- 12.161.2 Point 3.2.1: In all correspondence between NGET and the landowner's agent the requirement for the construction of the cable to be situated on this land has been communicated. This includes the plan which accompanied the Heads of Terms.
- 12.161.3 Point 3.7: NGET appreciates the cooperation of the landowner in facilitating the surveys that were required to inform the design of the English Onshore Scheme
- 12.161.4 Point 3.11: Section 3.11 of the Statement of Reasons and of this Statement of Case set out the requirement for the Temporary Compound at the Landfall, and Section 9.15 to Section 9.17 set out the planning position in respect of that Temporary Compound. NGET reiterates that it will comply with the conditions attached to the relevant permitted development right that authorises this Temporary Compound. The Heads of Terms issued to the relevant landowner included all of the land sought to be acquired pursuant to the Order and included rights relating to a secure works compound.
- 12.161.5 NGET has taken a proportionate approach to the acquisition of rights within the Order and has sought to acquire Construction Compound Rights over plot 1-05 rather than seeking the permanent acquisition of the relevant plot. This is because this construction compound is only required for a short period during the construction phase of the English Onshore Scheme. This means that the use of this land is limited to the construction period.
- 12.161.6 It is not possible for this Temporary Compound to be located anywhere other than in this plot as it is an essential compound and is intrinsically linked to the Landfall.
- 12.161.7 Point 3.11: In respect of the works to the East of the railway, the expectation is that NGET will use the Temporary Compound which will be located in Plot 1-15. The Temporary Compound associated with the landfall will not be used for works to the East of the railway.
- 12.161.8 Point 3.22.1: In respect of cable depth and drainage, the Heads of Terms identify a minimum depth (not an actual depth). The Heads of Terms provides that: "*The cables will generally be laid so as to avoid continued interference with normal agricultural operations as far as reasonably practicable. The cables shall be laid to contour with a depth of cover not less than 900mm from the original surface to the top of the protective tile above the cables*". Section 3.22.1 of the Statement of Reasons and this Statement of Case identifies the width and the depth of the trench within which those cables will be laid.

NGET's Best Practice Guide (CD F.6) confirms that NGET will instruct a drainage consultant to provide pre and post construction drainage plans and sets out NGET's approach to drainage. In order to expedite this process, NGET has appointed a drainage consultant now in order to engage with the relevant landowner and address this issue at an earlier stage in the process. NGET has sought to arrange a meeting with the relevant landowner and will continue to do so.

12.162 In respect of the additional points made in the header Point 6 (Engagement of Affected Parties), NGET has been engaged with the relevant landowners' land agent throughout the process, and is now engaged with the relevant landowners' land agent in respect of points of detail in the heads of terms.

12.163 In respect of the additional points made in the header Point 7 (Assessing Alternative Ways of Realising the Primary Objective):

12.163.1 Point 7.3 and 7.4 (Car Boot Sale): Section 2.9.2.1 of the Alternatives Report summarises the assessment of alternatives that was undertaken in respect of the Landfall. This demonstrates that a number of factors were taken into account in selecting the Landfall site, including the car boot sale.

In respect of the car boot sale site, NGET has considered this and has considered whether the landfall could be moved further inland. This is not feasible.

The offshore alignment of the Landfall was chosen to avoid seabed element/rocky outcrops. The location of the Landfall and the transition joint bay cannot be moved further inland due to risks associated with cable exposure post burial and vessels operating in shallow water due to limitations of the length of HDD. This is due to the shallow coastal waters. In the shallow coastal waters the grounds are outcropping bedrock with a highly mobile sediment layer. The mobility of sediment due to storms etc is particularly an issue in the first 10m of water depth. These ground conditions would make it very difficult to protect the cable in the shallow waters of the marine environment. This would also represent a health and safety risk due to vessels and divers operating in shallow waters.

Due to the expected erosion of the shoreline, the transition joint bay at the Landfall cannot be located closer to the cliffs as this would give rise to a high risk of exposure of the cable and the joint bay by 2057.

This position has been communicated to the relevant landowners.

12.163.2 Point 7.9 to 7.14 (Consultation and Further Consultation): The relevant landowners were contacted and invited to all consultation events. Obj16 makes several unsubstantiated references to a failure to notify or documents being sent to the wrong address.

12.163.3 Point 7.9 (Open Cast Mine): Section 2.9.2.1 of the Alternatives Report summarises the assessment of alternatives that was undertaken in respect of the Landfall. The presence

of mining infrastructure was a factor that was taken into account in the selection of the Landfall.

12.163.4 Class of Rights in Appendix 2: The classes of rights to be required in respect of the relevant landowners land are proportionate and identify the general purpose of the rights to be acquired. These then identify specific works that may be undertaken pursuant to these rights. In respect of drainage, this reflects the position in the Heads of Terms and the details set out in NGET's Best Practice Guide. NGET will continue to engage with the relevant landowner in respect of drainage as set out in NGET's Best Practice Guide, and NGET will comply with all laws and regulations in undertaking works as part of the English Onshore Scheme.

12.163.5 Appendix 3: The Heads of Terms issued to the relevant landowners identify all of the land required for the construction of the English Onshore Scheme.

12.163.6 Plot 1-07: The Order identifies the relevant landowners as the presumed owner of the subsoil in the half-width of the highway, applying the standard rebuttable presumption that adjacent landowners own the subsoil in the half-width of any highway adjoining their land. This does not invalidate the Order.

12.163.7 Plot 1-08: Plot 1-08 is a minor parcel of land over which landscaping rights are required.

12.164 NGET is engaged with the relevant landowners' land agent in respect of points of detail in the heads of terms.

Obj17 (CD D.28)

12.165 Obj17 is an objection submitted by Nobles Promotions Ltd.

12.166 Notice of the making of the Order was served on Nobles Promotions Ltd on the basis that it has an interest in the land as an identified occupier of Plots 1-04, 1-05 and 1-06. As far as NGET is aware having made diligent enquiries, Nobles Promotions Ltd does not have an interest in these plots but operates the car boot sale.

12.167 In respect of the car boot operation and the points made in respect of the car boot sale, NGET recognises the relevant landowners' interest in continuing to operate the car boot throughout the construction period of the English Onshore Scheme. In this respect:

12.167.1 NGET will seek to minimise the land take during the construction period so as to minimise the impacts on the car boot operations.

12.167.2 NGET has worked with the relevant landowners and their agent to identify an alternative site which is located directly opposite the current car boot site and which is in the land ownership of the relevant landowners. NGET understands that this land is currently used temporarily as part of the car boot operations.

12.167.3 NGET has committed to providing support to the relevant landowners in order to assist them in securing planning permission for the delivery of this alternative location.

12.168 In respect of the points made at Header B (Correspondence).

- 12.168.1 The points made in relation to survey access and compensation are not relevant to the confirmation of the Order save to demonstrate the period of time over which there has been engagement between NGET and the relevant landowner as it relates to previous survey works.
- 12.169 In respect of the points made in the header Point C (Covering letter dated 24 January 2023), NGET has sought to progress voluntary agreements with landowners over an extended period of time. As Nobles Promotions Ltd is not a landowner it cannot grant NGET land rights through a voluntary agreement.
- 12.170 In respect of the additional points made in the header Point D (Statement of Reasons):
- 12.170.1 Point 2.2: All notices required have been served.
- 12.170.2 Point 3.2.1: In all correspondence between NGET and the landowner's agent the requirement for the construction of the cable to be situated on this land has been communicated. This includes the plan which accompanied the Heads of Terms.
- 12.170.3 Point 3.7: NGET appreciates the cooperation of the landowner in facilitating the surveys that were required to inform the design of the English Onshore Scheme
- 12.170.4 Point 3.11: Section 3.11 of the Statement of Reasons and of this Statement of Case set out the requirement for the Temporary Compound at the Landfall, and Section 9.15 to Section 9.17 set out the planning position in respect of that Temporary Compound. NGET reiterates that it will comply with the conditions attached to the relevant permitted development right that authorises this Temporary Compound. The Heads of Terms issued to the relevant landowner included all of the land sought to be acquired pursuant to the Order and included rights relating to a secure works compound.
- 12.170.5 Point 3.11: In respect of the works to the East of the railway, the expectation is that NGET will use the Temporary Compound which will be located in Plot 1-15. The Temporary Compound associated with the landfall will not be used for works to the East of the railway.
- 12.171 In respect of the additional points made in the header Point 6 (Engagement of Affected Parties)
- 12.172 In respect of the additional points made in the header Point 7 (Assessing Alternative Ways of Realising the Primary Objective):
- 12.172.1 Point 7.3 and 7.4 (Car Boot Sale): Section 2.9.2.1 of the Alternatives Report summarises the assessment of alternatives that was undertaken in respect of the Landfall. This demonstrates that a number of factors were taken into account in selecting the Landfall site, including the car boot sale.
- In respect of the car boot sale site, NGET has considered this and has considered whether the landfall could be moved further inland. This is not feasible.
- The offshore alignment of the Landfall was chosen to avoid seabed element/rocky outcrops. The location of the Landfall and the transition joint bay cannot be moved further inland due to risks associated with cable exposure post burial and vessels

operating in shallow water due to limitations of the length of HDD. This is due to the shallow coastal waters. In the shallow coastal waters the grounds are outcropping bedrock with a highly mobile sediment layer. The mobility of sediment due to storms etc is particularly an issue in the first 10m of water depth. These ground conditions would make it very difficult to protect the cable in the shallow waters of the marine environment. This would also represent a health and safety risk due to vessels and divers operating in shallow waters.

Due to the expected erosion of the shoreline, the transition joint bay at the Landfall cannot be located closer to the cliffs as this would give rise to a high risk of exposure of the cable and the joint bay by 2057.

This position has been communicated to the relevant landowners.

12.172.2 Point 7.9 to 7.14 (Consultation and Further Consultation): The relevant landowners were contacted and invited to all consultation events. Obj16 makes several unsubstantiated references to a failure to notify or documents being sent to the wrong address.

12.172.3 Point 7.9 (Open Cast Mine): Section 2.9.2.1 of the Alternatives Report summarises the assessment of alternatives that was undertaken in respect of the Landfall. The presence of mining infrastructure was a factor that was taken into account in the selection of the Landfall.

Obj18 (CD D.29)

- 12.173 Obj18 is a representation made by the National Farmers Union (the **NFU**).
- 12.174 NGET issued a response to the NFU on 8 March 2023 (the **Obj18 Response**) (CDD.11). NGET's position is that Obj18 is not a relevant objection for the purposes of section 13(6) of the 1981 Act and, accordingly, that the Secretary of State can disregard the grounds of objection raised in Obj18. The 1981 Act defines a relevant objection as one raised by (or on behalf of) a person who is a "qualifying person" for the purposes of s. 12(2) – that is, an owner, lessee, tenant (whatever the tenancy period) or occupier of the land, or a person whom NGET thinks is likely to be entitled to make a relevant claim if the order is confirmed.
- 12.175 Obj18 does not identify any of the members for which the NFU purports to act or identify on whose behalf the objection has been submitted. It does not identify: any specific plots in the Order to which comments relate; the identities of any persons with an interest in said plots; or the nature of that interest. On the basis that the NFU Submission is not made on behalf of a qualifying person, it is not a relevant objection.
- 12.176 The NFU has not been directly involved in any negotiations with landowners on the Project to date, as all negotiations in respect of the Project have been directly with landowners and their respective agents. NGET will continue to negotiate directly with landowners and their respective agents.
- 12.177 The NFU has not responded to the Obj18 Response. In respect of the substance of Obj18:

- 12.177.1 **Communication:** As per the above, the NFU has not engaged with NGET on this Project and has not been involved in any negotiations with NGET on behalf of landowners.
- 12.177.2 **Voluntary/Option Agreement:** The incentive period is referenced as being “bullish”. The incentive period is designed to offer an additional financial incentive (above and beyond NGET’s valuation) to landowners to enter into the agreement and is a matter of compensation. NGET considers that offering an incentive period of more than six months to complete an option for an easement is more than reasonable.
- 12.177.3 **Construction Best Practice:** The NFU Submission appends a document identified as best construction practice; as far as NGET is aware, this was the first time that this document has been submitted to NGET by the NFU in relation to this specific Project, and NGET note that this is the NFU’s (and not an industry) best practice document (CD D.30). Moreover, the NFU Submission appears to relate to a different scheme, with references made to “Yorkshire” in the Interface Document appended to the NFU Submission.
- 12.177.4 NGET had issued NGET’s Best Practice Guide (CD F.6) alongside the Heads of Terms to each of the landowners. NGET’s Best Practice document addresses the various matters raised by the NFU, and it is noted that the NFU has not made any comment on or NGET’s Best Practice document.
- 12.177.5 **Field Drainage:** NGET’s Best Practice Guide sets out its approach to field drainage. The NFU has not identified why this is not best practice. As identified above, NGET’s Best Practice Guide confirms that NGET will instruct a drainage consultant to provide pre and post construction drainage plans and sets out NGET’s approach to drainage. In order to expedite this process, NGET has appointed a drainage consultant now in order to engage with the relevant landowner and address this issue at an earlier stage in the process. NGET has arranged meetings with landowners where possible, and it is anticipated that meetings between NGET’s appointed drainage consultants and affected landowners will be completed by late August 2023 to accommodate agricultural practices.
- 12.177.6 **Soil Management:** NGET’s Best Practice Guide sets out its approach to soil management. The NFU has not identified why this is not best practice.
- 12.178 NGET’s position, therefore, is that the NFU Submission is not a relevant objection and that the Secretary of State does not require to consider the NFU Submission further.

13. 1989 ACT CONSENT

- 13.1 Paragraph 2 of Schedule 3 to the 1989 Act provides that the Secretary of State may not confirm an Order authorising the acquisition of land belonging to another electricity licence holder except with the consent of the Gas and Electricity Market Authority (“GEMA”).
- 13.2 The Order does not include the acquisition of land belonging to another electricity licence holder. Therefore, no consent is required from GEMA.

14. MINES AND MINERALS

14.1 Parts 2 and 3 of Schedule 2 to the 1981 Act are expressly incorporated within the Order. These Parts of Schedule 2 to the 1981 Act concern the ‘Mining Code’, and they are incorporated in order to safeguard and protect all apparatus and other equipment which will be constructed and/or installed by NGET and its contractors for the purposes of the English Onshore Scheme.

15. THE FUNDING POSITION

15.1 NGET has taken expert advice on the likely costs of implementing the Project, including the cost of construction and the funding of the acquisition of the interests in land described in the Order.

15.2 An assessment of the required funding has taken into account the total cost of payments for acquiring both freehold land and rights over land. This total cost has included the estimated value of compensation payable in relation to disturbance, severance and injurious affection, third party professional fees, blight and claims arising under both Section 10 of the Compulsory Purchase Act 1965 and Part 1 of the Land Compensation Act 1973.

15.3 The estimated land costs for delivery of the English Onshore Scheme are £4.8million. This has been included in the project budget in the construction phase and will be available when powers pursuant to the Order are exercised.

15.4 The land acquisition costs and potential compensation claims for blight will be fully met as and when they are required, and this would include any “early payments” under the blight provisions of the Town and Country Planning Act 1990. The Project has a contingency for lands activities which would meet any valid claims which may be made in future.

15.5 NGET has significant financial standing. NGET publishes its full accounts as required by its licence conditions on an annual basis. The financial results set out in the ‘Annual Report and Accounts 2021/2022 show that NGET has underlying operating profits of £1,058 million. NGET also has a regulatory asset value of £15,486 million.

15.6 NGET has received financial sanction and board approval for the acquisition of the land and rights to be acquired pursuant to the Order.

15.7 NGET is regulated by its economic regulator, Ofgem, which carries out price control reviews to set NGET’s permitted revenues. These reviews limit the amount of money that can be earned by NGET from charges to use the transmission network. Therefore, NGET is incentivised to be more efficient in managing its infrastructure.

15.8 Each price control is set for a particular period, after which a new one replaces it. The current price control period is known as ‘RIIO-T2’. This took effect on 1 April 2021 and will run for five years.

15.9 The RIIO model (Revenue = Incentives + Innovation + Outputs) places a greater focus on incentives to drive the innovation that is necessary to deliver a sustainable energy network, combined with value for money for consumers, now and in the future.

15.10 The RIIO-T2 framework took effect on 1 April 2021 and will run for five years.

- 15.11 Ofgem has confirmed that the Project is to be delivered by NGET pursuant to the LOTI process. The LOTI process is a regulatory license framework in which NGET provide the necessary substantiation for any project that constitutes an investment in the transmission network that:
- 15.11.1 is expected to cost £100m or more of capital expenditure; and
 - 15.11.2 is in whole or in part, either load-related; or
 - 15.11.3 related to a shared-use or sole-use generator connection project.
- 15.12 The LOTI process comprises three stages of approval by Ofgem: 1) initial needs case; 2) final needs case; and 3) project assessment. Ofgem has approved the initial needs case and the final needs case for the Project, with the final needs case approved in the FNC Decision.
- 15.13 Funding under LOTI is only approved by Ofgem at the Project Assessment stage, which is designed to be aligned with the procurement process for each LOTI project. Ofgem does not provide for the funding of construction activity ahead of the Project Assessment stage for any LOTI project.
- 15.14 The Project Assessment stage is expected to be submitted to Ofgem for approval in August 2023. The Project Assessment is the final stage in which Ofgem sets the funding allowances for all construction activities to execute the Project.
- 15.15 In August 2022, Ofgem proposed a package of measures aiming to facilitate accelerated delivery by the Transmission Owners (**TOs**) including NGET. In December 2022, Ofgem subsequently decided to implement a new Accelerated Strategic Transmission Investment (**ASTI**) regulatory framework to fund the large strategic onshore transmission projects required to deliver the Government's 2030 ambitions. Ofgem has subsequently consulted on proposed changes to the electricity transmission owner's RIIO-ET2 licence conditions required to implement the ASTI framework in order to allow for earlier access to a regulatory framework and project funding in order to accelerate the delivery of ASTI projects. This consultation closed on 28 March 2023. The finer details of the ASTI framework have not yet been finalised and issued by Ofgem. This is expected by October 2023.
- 15.16 The pivot from LOTI to ASTI is due to take effect during 2023 and investments "in flight" such as this Project will "port" over to the ASTI framework. NGET will go through the Project Assessment (**PA**) phase with Ofgem pursuant to ASTI once it is introduced. Ofgem have confirmed that they can assess the submitted PA, assuming the costs are efficient and the submission is of high quality, within 3 months. NGET expect to receive 'minded-to' confirmation from Ofgem by the end of October 2023.
- 15.17 Therefore, funding is expected to be available by the time that the Order enables the exercise of powers of compulsory acquisition. This will be in place in respect of both construction costs and land compensation costs. This funding will also be subject to the appropriate internal governance and approval.
- 15.18 The Scottish Onshore Scheme and the Marine Scheme will also be funded through the LOTI/ASTI process.

16. TIMETABLE / PROGRAMME

- 16.1 The contracting process has commenced and a request for proposal in respect of various elements of the Project has been issued. Tender events are currently underway and contracts are expected to be placed for the Project in January 2024. The intention is for a preferred bidder to be appointed in late July 2023.
- 16.2 Commencement of construction of the Project is programmed for October 2024 and it is anticipated that construction will last for 38 months. The Project has an earliest in-service commissioning date of December 2028.
- 16.3 Early works may be commenced in September 2023, subject to securing voluntary land rights in respect of the relevant parcels of land. These early works will comprise works to clear vegetation, divert public rights of way and construct temporary haul roads.
- 16.4 The July 2022 NOA identifies an earliest optimal delivery date for the Project of 2027.

17. RELATED ORDERS OR APPLICATIONS

- 17.1 There are no related applications save for the request for certificates pursuant to Section 9 and Schedule 3 to the 1981 Act in respect of the rights to be acquired over public open space.
- 17.2 It is not considered that there will be any requirement for a joint inquiry in relation to the Order and any other application for consent unless an inquiry is held in respect of the request for certificates pursuant to Section 9 and Schedule 3 to the 1981 Act.

18. NO SCHEME WORLD

- 18.1 Section 6A of the Land Compensation Act 1961 (**LCA 1961**) states that “*the no scheme principle is to be applied when assessing the value of land in order to work out how much compensation should be paid by the acquiring authority for the compulsory acquisition of land.*”
- 18.2 There is a requirement to state the extent of the scheme to be disregarded for the purposes of assessing compensation and applying the no scheme principle set out in Section 6A of the LCA 1961. This is known as the “No Scheme World”.
- 18.3 In respect of the No Scheme World, the scheme is all of the English Onshore Scheme and the Project. Therefore, all of the English Onshore Scheme and the Project is to be disregarded.

19. HUMAN RIGHTS

- 19.1 The Order should only be made if there is a compelling case in the public interest. Various rights under the European Convention on Human Rights (**ECHR**) may be engaged in the process of making and considering a compulsory purchase order, including those under Articles 6, 8 and Article 1 of the First Protocol. NGET recognises that the rights over land sought in the Order interfere with the human rights of those with an interest in the land affected, particularly rights under Article 1 of the First Protocol to the ECHR. As such, NGET recognises that the Order should be necessary and proportionate and that the purposes for which the rights are sought in the Order must be sufficient to justify this interference with human rights.

- 19.2 The European Court of Human Rights has recognised in the context of Article 1 of the First Protocol that “*regard must be had to the fair balance that has to be struck between the competing interests of the individual and of the community as a whole*”, i.e., compulsory purchase must be proportionate and in pursuing the public interest the objective to be achieved in making the Order must outweigh the interference with any private rights. Both public and private interests are to be taken into account in the exercise of the acquiring authority’s powers and duties. Similarly, any interference with Article 8 rights must be “*necessary in a democratic society*”, i.e., proportionate.
- 19.3 In pursuing the Order, NGET has carefully considered the balance to be struck between individual rights and the wider public interest. Interference with Convention rights, to the extent that there is any, is considered to be justified in order to secure the reinforcement of the electricity transmission network necessary to the secure supply of electricity to existing and future residential properties and businesses.

Entitlement to a Fair and Public Hearing

- 19.4 Such rights require a fair and public hearing in the determination of a person’s several and political rights (ECHR, Article 6). This includes property rights and can include opportunities to be heard in a consultation process. The statutory procedures, taken with the right to object and the availability of statutory challenge, satisfy the requirements of Article 6.

Rights to Respect for Private and Family Life and Home

- 19.5 Such rights may be restricted if the infringement is in accordance with the law, has a legitimate aim and is fair and proportionate in the public interest (ECHR, Article 8). It is considered that such interferences as may occur as a result of the Order are in accordance with the law, pursue a legitimate aim and are proportionate having regard to the public interest in the project referred to in this statement. No residential properties are to be acquired pursuant to the Order.

Peaceful Enjoyment of Possessions (including Property)

- 19.6 Article 1 of the First Protocol does not impair the right to enforce such laws as the State considers necessary to control the use of property in accordance with general interest. It is considered that the Order strikes a fair balance between the public interest in the implementation of the Project and those private rights which will be affected by the Order. Compensation will be available to those who can prove they have a legitimate claim arising from the exercise of compulsory purchase powers.
- 19.7 NGET has sought to minimise interference with the rights of those with an interest in the land subject to the Order. The land to be compulsorily acquired and the rights over land to be acquired have been kept to the minimum necessary to permit the comprehensive delivery of the Project.
- 19.8 This Statement of Case demonstrates that the public benefits of the Project outweigh the private rights affected, the Order is necessary and proportionate, and that there is a compelling case in the public interest for the exercise of the powers of compulsory acquisition included within the Order.

20. FURTHER INFORMATION

- 20.1 A list of Core Document is set out in Appendix 1 and may be inspected at <https://www.nationalgrid.com/electricity-transmission/network-and-infrastructure/seg11/CPO-landowner-information>. NGET reserves the right to add to this list of documents.
- 20.2 The hard copy Order Documents will be available free of charge from NGET's land agents in the event that any interested party does not have the means to access electronic documents.
- 20.3 Hard and electronic copies of the Order Documents are available on request from NGET's agent, WSP, via the following contact details:
- 20.3.1 Email: GB-SEGL1@wsp.com;
- 20.3.2 Telephone: 020 3116 5923; and
- 20.3.3 Address: WSP Land Referencing, PO Box 75783, London, EC2P 2RT.

21. EVIDENCE

- 21.1 As presently advised, NGET intends to call up witnesses on the following issues:
- 21.1.1 the need for the Project, the compelling case for the acquisition of the relevant land and rights and consultation matters;
- 21.1.2 land acquisition matters;
- 21.1.3 onshore planning matters; and
- 21.1.4 onshore technical and engineering matters (including landfall matters).
- 21.2 NGET reserves its right to submit evidence in relation to further matters, including drainage, in the event that it is necessary.

22. CONCLUSION

- 22.1 Section 10 and Schedule 3 of the 1989 Act empower NGET "to purchase compulsorily any land (including rights in land) required for any purpose connected with the carrying on of the activities which (NGET) is authorised by (its) licence to carry on." The rights to be acquired pursuant to the Order are also required for the purposes connected with the carrying on of the activities which NGET is authorised to carry out by the Transmission Licence.
- 22.2 The public benefits of the Project substantially outweigh the private rights affected. The construction and operation of the Project is in the public interest and is fully supported by UK energy and planning policy.
- 22.3 NGET is creating new rights compulsorily as opposed to permanently acquiring land where possible. NGET's approach to the creation of rights follows a proportionate approach in the use of NGET's powers of compulsory acquisition.
- 22.4 NGET's approach is to only acquire the interests that it requires over the various plots within the Order. Not all plots require the same rights, and so NGET will compulsorily acquire different

classes of rights over different plots. This also follows a proportionate approach to the use of NGET's powers of compulsory acquisition.

- 22.5 There is a compelling case in the public interest for the exercise of the powers of compulsory acquisition included within the Order.
- 22.6 There are no impediments to the implementation of the Order.
- 22.7 The Secretary of State should confirm the Order.

APPENDIX 1

**THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (SCOTLAND TO ENGLAND
GREEN LINK 1) COMPULSORY PURCHASE ORDER 2023**

CORE DOCUMENTS LIST

RULE 15 OF THE COMPULSORY PURCHASE (INQUIRIES PROCEDURE) RULES 2007

NATIONAL GRID ELECTRICITY TRANSMISSION PLC

ELECTRICITY ACT 1989

CMS Cameron McKenna LLP
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Core Documents

A. Legislation

1. European Convention on Human Rights 1953 [Articles 6, 8 and Article 1 of the First Protocol]
2. Land Compensation Act 1961 [section 6A]
3. Compulsory Purchase Act 1965 [section 10]
4. Land Compensation Act 1973 [part 1]
5. Wildlife and Countryside Act 1981 [section 39]
6. Acquisition of Land Act 1981
7. Electricity Act 1989 [sections 6, 9 10, 12, 13 19 and 37; schedules 2, 3, 4, 9 and 16]
8. Town and Country Planning Act 1990 (as amended) [section 106]
9. New Roads and Street Works Act 1991
10. Town and Country Planning (Scotland) Act 1997
11. Human Rights Act 1998
12. Countryside and Rights of Way Act 2000
13. Natural Environment and Rural Communities Act 2006
14. Compulsory Purchase (Inquiries Procedure) Rules 2007
15. Planning Act 2008
16. Marine and Coastal Access Act 2009
17. Overhead Line (Exemption) (England and Wales) Regulations 2009
18. Marine (Scotland) Act 2010
19. Equality Act 2010
20. Construction (Design and Management) Regulations 2015
21. Town and Country Planning (General Permitted Development) (England) Order 2015 [articles 3 and 4, schedule 2]
22. The Conservation of Habitats and Species Regulations 2017
23. Town and Country Planning (Environmental Impact Assessment) Regulations 2017
24. Electricity Works (Environmental Impact Assessment) (England and Wales) Regulations 2017
25. Climate Change Act 2008 (2050 Target Amendment) Order 2019 [section 2]
26. Climate Change (Emissions Reduction Targets) (Scotland) Act 2019 [section 1]

B. Guidance and Policy (International, National and Policy)

1. National Planning Policy Framework (revised July 2021)
2. National Policy Statement for Energy (EN-1) (July 2011)
3. National Policy Statement for Electricity Networks Infrastructure (EN-5) (July 2011)

4. Draft replacement of the National Policy Statement for Energy (EN-1)
5. Draft replacement of the National Policy Statement for Electricity Networks Infrastructure (EN-5)
6. The Department for Levelling Up, Housing and Communities Guidance on Compulsory Purchase process and The Criche Down Rules (July 2019)
7. UK Government: British Energy Security Strategy (April 2022)
8. UK Government: Ten Point Plan for a Green Industrial Revolution (November 2020)
9. The National Infrastructure Delivery Plan 2016 – 2021 (March 2016)
10. Energy White Paper (December 2020)
11. UK Government: Land Rights and Consents for Electricity Network Infrastructure Call for Evidence dated 4 August 2022
12. UK Government: Consultation on Strategy and Policy Statement for Energy Policy in Great Britain (2021)
13. Committee on Climate Change: Net Zero – The UK’s Contribution to Stopping Global Warming (May 2019)
14. UK Government: Net Zero Strategy: Build Back Greener, 2021
15. County Durham Plan (adopted 2020)
16. Minerals Local Plan (adopted December 2020)
17. County Durham Waste Local Plan (adopted April 2005)
18. Easington District Council Local Plan (and Proposals Map)
19. Electricity Network Strategy Group (ENSG): ‘Our Electricity Transmission Network: A vision for 2020’ (2009)

C. Planning permission and related planning application documents

1. Planning Statement (May 2022)
2. Committee Report (October 2022)
3. Committee Report (April 2023)
4. Planning Permission reference DM/22/01663/OUT granted on 28 July 2023
5. Section 106 Agreement between NGET and Durham County Council (July 2023)
6. Marine Licence decision letter dated 20 July 2023
7. Marine Licence reference L/2023/00212/1 dated 20 July 2023

D. Compulsory Purchase Order and related documents

1. CPO (January 2023)
2. CPO Maps (January 2023)
3. CPO Notice (January 2023)
4. Statement of Reasons (January 2023)
5. Public Open Space Statement (January 2023)

6. Environmental Appraisal Report: Volume 2: Chapter 02: Project Alternatives (May 2022)
7. Section 37 EIA Screening Report
8. Eastern HVDC – Conditional Decision: Final Needs Case dated 8 July 2022
9. Outline Statement of Case
10. Statement of Case
11. NGET letter to NFU
12. Obj1
13. Obj2
14. Obj3
15. Obj4
16. Obj5
17. Obj6
18. Obj7
19. Obj8
20. Obj9
21. Obj10
22. Obj11
23. Obj12
24. Obj13
25. Obj14
26. Obj15
27. Obj16
28. Obj17
29. Obj18
30. Obj18 Appendix

E. Additional plans

1. CPO Map Index Sheet
2. CPO Map Overview Plan

F. Miscellaneous

1. National Grid Electricity Transmission Plc Transmission Licence
2. National Grid Horlock Rules (2009)
3. National Grid Our Approach to Options Appraisal (2012)
4. National Grid Stakeholder, Community and Amenity policy (December 2016)
5. National Grid Construction Best Practice for Overhead Line Installation (December 2021)

6. National Grid Construction Best Practice for Underground Cable Installation
7. National Grid Annual Environmental Report
8. National Grid Annual Report and Accounts 2021/2022
9. National Grid Electricity System Operator Electricity Ten Year Statement
10. National Grid Electricity System Operator Future Energy Scenarios (2021)
11. Network Options Assessment (NOA) (January 2022)
12. Network Options Assessment (NOA) (July 2022)
13. Holistic Network Design: Pathway to 2030 dated July 2022
14. Ofgem: Accelerated Strategic Transmission Investment (ASTI)
15. Ofgem: package of measures aiming to facilitate accelerated delivery by the Transmission Owners (August 2022)
16. Ofgem: consultation on proposed changes to the electricity transmission owner's RIIO-ET2 licence conditions required to implement the ASTI framework (2023)
17. Energy Networks Association Guidance “Cable Laying on Agricultural Land” Ref: G57:Issue2:2019

G. Expert evidence

1. *[Individual proofs and supporting documentation to be added in due course]*

APPENDIX 2
CLASSES OF RIGHTS

“**electricity infrastructure**” means the underground cables (including wires, earth wires, fibre optic cables and other communication cables, pipes, coatings and ducts), connections, cable draw pits, cable joints, cable marker posts, cable terminals, earth bonding and tape, drains, culverts, fibre optic pits, inspection boxes, trenches, marking bands, protective boards or tiles, jointing pits, link boxes, manholes, monitoring equipment, apparatus, conductors, supports, plant, equipment, pillars, warning tape, sheaths and other underground or overground equipment and apparatus associated with or ancillary to such underground cables

“**electric lines**” means the electric lines and conductors (including wires, earth wires, fibre optic cables and other communication cables, pipes, coatings and ducts and connections) for transmitting and/or distributing electricity at such voltage as NGET or other licenced operators may from time to time require for the purposes of its or their operations together with the tower(s) (if any) for supporting the same and any ancillary equipment and apparatus associated with or ancillary to such electric lines and conductors

Rights	Description of Rights
Access Rights	<p>All rights necessary to access the Order Land and adjoining land including to:</p> <ul style="list-style-type: none"> a) access the Order Land and adjoining land for the purposes of constructing, installing, commissioning, inspecting, surveying, maintaining, repairing, altering, renewing, replacing and removing or decommissioning the electricity infrastructure, and carrying out de-watering and drainage works and installing, altering or reinstating land drainage systems, with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel; b) to carry out works to facilitate such access including to construct, lay down, use and remove access roads including any necessary bridging, culverting or diversion of water courses and drains, modifying road verges and junctions and installing, using, altering, diverting, and removing services and utilities; c) to access the Order Land and adjoining land use horizontal directional drilling, where appropriate, for the installation of the cables; d) to fell, trim or lop trees, shrubs, hedges and bushes and to clear and remove any and all vegetation which may damage, obstruct or interfere with the exercise of these Access Rights; e) to prevent and remove any works or use of the land which may interfere with or obstruct such access or the exercise of the Access Rights; f) to make good any damage caused in connection with the exercise of these Access Rights; and g) to carry out any activities ancillary or incidental thereto.
Electricity Infrastructure Construction Rights	<p>All rights necessary for the purposes of or incidental to the construction and commissioning of the electricity infrastructure, including to:</p> <ul style="list-style-type: none"> a) construct and install the electricity infrastructure in, on, under or over the land, including using trenchless techniques such as horizontal directional drilling;

	<ul style="list-style-type: none"> b) test and commission the electricity infrastructure installed in, on, under or over the land and to remedy initial faults and defects in it at any time prior to the date on which it is energised and ready for commercial operation; c) energise and commercially operate the electricity infrastructure for a period of no more than four months following initial commercial operation; d) enter the land and carry out surveys and investigations, including aerial surveys (including the right to fly an unmanned aircraft over the land and to enter and retrieve and recover any such unmanned aircraft from the land); e) carry out archaeological works and environmental and/or ecological mitigation; f) carry out works required or permitted by a planning permission and/or consent or licences; g) erect and remove fencing; h) store and stockpile and where necessary use, manage and process plant, machinery, apparatus, and materials (including excavated material) and/or equipment; i) access the land and adjoining land with or without vehicles, personnel and plant, machinery, apparatus, equipment and materials for such purposes; j) construct, lay down, use and remove access roads including any necessary temporary bridging, culverting or diversion of water courses and drains, modifying road verges and junctions and installing, using, altering, diverting, and removing services and utilities; k) carry out de-watering and drainage works and install, alter, reinstate or remove land drainage systems; l) discharge water into existing drains and watercourses; m) protect and prevent damage to or interference with the electricity infrastructure and the construction of the same; n) fell, trim or lop trees, shrubs, hedges and bushes and to clear and remove any and all vegetation which may damage, obstruct or interfere with the exercise of these Electricity Infrastructure Construction Rights; o) prevent and remove any works on or use of the land that may interfere with or obstruct the exercise of the Electricity Infrastructure Construction Rights; p) erect, create, use and remove welfare facilities including portable toilets, portable cabins and offices and electricity generators; q) install, use and remove artificial lighting; r) install, use, alter, divert and remove services and utilities; s) make good any damage caused in connection with the exercise of these Electricity Infrastructure Construction Rights; and t) carry out any activities ancillary or incidental thereto.
Construction Compound Rights	All rights necessary for the purposes of or incidental to the establishment, use and removal of works compounds associated with the construction and

	<p>commissioning of the electricity infrastructure and/or the construction, commissioning and decommissioning of the electric lines, including to:</p> <ul style="list-style-type: none"> a) erect, create, use and remove a works compound which may include portable cabins and offices, and welfare facilities including portable toilets and electricity generators; b) store, stockpile and where necessary use, manage and process plant, machinery, apparatus, materials (including excavated material) and/or equipment; c) access the land and adjoining land with or without vehicles, personnel and plant, machinery, apparatus, equipment and materials for such purposes; d) fence, erect hoardings or signage or otherwise secure the compound; e) carry out de-watering and drainage works and install, alter or reinstate land, drainage systems; f) discharge water into existing drains and watercourses; g) install, use and remove artificial lighting; h) park cars; i) protect and prevent damage to or interference with the operation and maintenance of any works constructed pursuant to these Construction Compound Rights; j) fell, trim or lop trees, shrubs, hedges and bushes and to clear and remove any and all vegetation which may damage, obstruct or interfere with the exercise of these Construction Compound Rights k) prevent and remove any works or use of the land which may interfere with or obstruct the exercise of these Construction Compound Rights; l) install, use, alter, divert and remove services and utilities; m) make good any damage caused in connection with the exercise of these Construction Compound Rights; and n) carry out any activities ancillary or incidental thereto.
Drainage Rights	<p>All rights necessary for the purposes of or incidental to the carrying out of de-watering and drainage works and to install, alter, use, maintain, reinstate or remove drainage systems, including to:</p> <ul style="list-style-type: none"> a) access the land and adjoining land with or without vehicles, personnel and plant, machinery, apparatus, equipment and materials for such purposes; b) protect and prevent damage to or interference with the operation and maintenance of any de-watering and/or drainage works; c) prevent and remove any works or use of the land which may interfere with or obstruct the exercise of these Drainage Rights; d) make good any damage caused in connection with the exercise of these Drainage Rights; and e) carry out any activities ancillary or incidental thereto.
HVAC Rights	<p>All rights necessary for the purposes of or incidental to the retention, commissioning, operation, protection, maintenance, surveying, repair, renewal, replacement, removal and decommissioning of the electricity infrastructure, including to:</p>

	<ul style="list-style-type: none"> a) access the land and adjoining land with or without vehicles, personnel and plant, machinery, apparatus, equipment and materials for such purposes; b) use horizontal directional drilling, where appropriate, for the installation of the electricity infrastructure; c) carry out de-watering and drainage works and install, alter, reinstate or remove land drainage systems; d) enter the land and carry out surveys and investigations, including aerial surveys (including the right to fly an unmanned aircraft over the land and to enter and retrieve and recover any such unmanned aircraft from the land); e) protect and prevent damage to or interference with the operation and maintenance of the electricity infrastructure; f) fell, trim or lop trees, shrubs, hedges and bushes and to clear and remove any and all vegetation which may damage, obstruct or interfere with the electricity infrastructure; g) prevent and remove any works on or use of the land that would prevent access to or the operation and maintenance of the electricity infrastructure; h) prevent changes to the use, or level of the surface of, the land; i) make good any damage caused in connection with the exercise of these HVAC Rights; and j) carry out any activities ancillary or incidental thereto. <p>The HVAC Rights may be acquired over such part of the Order Land plots described in Table 1 of Schedule 1 to the Order as may be necessary PROVIDED THAT the 'rights corridor' within which the HVAC Rights shall be acquired shall not exceed:</p> <ul style="list-style-type: none"> k) 50 metres in width where trenchless installation techniques, such as horizontal directional drilling, are used; l) 25 metres in width in all other cases; <p>AND PROVIDED FURTHER THAT the width restrictions above shall not apply to the acquisition of the access rights described at paragraph a) above, which rights may be acquired over such part of the Order Land plots described in Table 1 of Schedule 1 to the Order as may be necessary.</p>
HVDC Rights	<p>All rights necessary for the purposes of or incidental to the retention, commissioning, operation, protection, maintenance, surveying, repair, renewal, replacement, removal and decommissioning of the electricity infrastructure, including to:</p> <ul style="list-style-type: none"> a) access the land and adjoining land with or without vehicles, personnel and plant, machinery, apparatus, equipment and materials for such purposes; b) use horizontal directional drilling, where appropriate, for the installation of the electricity infrastructure;

	<ul style="list-style-type: none"> c) carry out de-watering and drainage works and install, alter, reinstate or remove land drainage systems; d) enter the land and carry out surveys and investigations, including aerial surveys (including the right to fly an unmanned aircraft over the land and to enter and retrieve and recover any such unmanned aircraft from the land); e) protect and prevent damage to or interference with the operation and maintenance of the electricity infrastructure; f) fell, trim or lop trees, shrubs, hedges and bushes and to clear and remove any and all vegetation which may damage, obstruct or interfere with the electricity infrastructure; g) prevent and remove any works on or use of the land that would prevent access to or the operation and maintenance of the electricity infrastructure; h) prevent changes to the use, or level of the surface of, the land; i) make good any damage caused in connection with the exercise of these HVDC Rights; and j) carry out any activities ancillary or incidental thereto. <p>The HVDC Rights may be acquired over such part of the Order Land plots described in Table 1 of Schedule 1 to the Order as may be necessary PROVIDED THAT the width of the 'rights corridor' within which the HVDC Rights may be acquired shall not exceed:</p> <ul style="list-style-type: none"> k) 30 metres in width where trenchless installation techniques, such as horizontal directional drilling, are used; l) 20 metres in width in all other cases; <p>AND PROVIDED FURTHER THAT the width restriction above shall not apply to the acquisition of the access rights described at paragraph a) above, which rights may be acquired over such part of the Order Land plots described in Table 1 of Schedule 1 to the Order as may be necessary.</p>
Landfall Rights	<p>All rights necessary for the purposes of or incidental to the retention, commissioning, operation, protection, maintenance, surveying, repair, renewal, replacement, removal and decommissioning of the electricity infrastructure, including to:</p> <ul style="list-style-type: none"> a) access the land and adjoining land with or without vehicles, personnel and plant, machinery, apparatus, equipment and materials for such purposes; b) use horizontal directional drilling, where appropriate, for the installation of the electricity infrastructure; c) carry out de-watering and drainage works and install, alter, reinstate or remove land drainage systems; d) enter the land and carry out surveys and investigations, including aerial surveys (including the right to fly an unmanned aircraft over the land

	<p>and to enter and retrieve and recover any such unmanned aircraft from the land);</p> <ul style="list-style-type: none"> e) protect and prevent damage to or interference with the operation and maintenance of the electricity infrastructure; f) fell, trim or lop trees, shrubs, hedges and bushes and to clear and remove any and all vegetation which may damage, obstruct or interfere with the electricity infrastructure; g) prevent and remove any works on or use of the land that would prevent access to or the operation and maintenance of the electricity infrastructure; h) prevent changes to the use, or level of the surface of, the land; i) to make good any damage caused in connection with the exercise of these Landfall Rights; and j) to carry out any activities ancillary or incidental thereto.
Landscaping Rights	<p>All rights necessary for the purposes of or incidental to the installation, inspection, retention, operation, protection, maintenance, repair, renewal, replanting and replacement of landscaping, ecological and/or environmental measures, including to:</p> <ul style="list-style-type: none"> a) use as a construction and maintenance compound, working area, lay down and parking areas for all plant, equipment, materials and vehicles required in connection with the exercise of these Landscaping Rights; b) access the land and adjoining land with or without vehicles, personnel, plant, machinery, apparatus, equipment and materials for such purposes; c) fell, trim or lop trees, shrubs, hedges and bushes and to clear and remove any and all vegetation which may damage, obstruct or interfere with these Landscaping Rights; d) prevent and remove any works or use of the land which may interfere with or obstruct or interfere with the exercise of these Landscaping Rights; e) make good any damage caused in connection with the exercise of these Landscaping Rights; and f) carry out any activities ancillary or incidental thereto.
Overhead Line Rights	<p>All rights necessary for the purposes of or incidental to the construction, retention, commissioning, operation, protection, maintenance, surveying, repair, renewal, replacement, removal and decommissioning of the electric lines, including to:</p> <ul style="list-style-type: none"> a) take all necessary rights of support for the electric lines; b) install and remove protection measures for third party structures/assets, including scaffolding; c) test and commission the electric lines and to remedy initial faults and defects in them at any time prior to the date on which it is energised and ready for operation; d) enter the land and carry out surveys and investigations, including aerial surveys (including the right to fly an unmanned aircraft over the land and to enter and retrieve and recover any such unmanned aircraft from the land);

	<ul style="list-style-type: none"> e) carry out archaeological works, environmental and/or ecological mitigation; f) carry out works required or permitted by a planning permission and/or consent or licences; g) erect and remove fencing; h) store and stockpile and where necessary use, manage and process plant, machinery, apparatus, and materials (including excavated material) and/or equipment; i) access the land and adjoining land with or without vehicles, personnel, plant, machinery, apparatus, equipment and materials for such purposes; j) construct, lay down, use and remove access roads including any necessary temporary bridging, culverting or diversion of water courses and drains; k) carry out de-watering and drainage works and install, alter, reinstate or remove land drainage systems; l) discharge water into existing drains and watercourses; m) protect and prevent damage to or interference with the operation and maintenance of the electric lines and construction of the same; n) fell, trim or lop trees, shrubs, hedges and bushes and to clear and remove any and all vegetation which may damage, obstruct or interfere with these Overhead Line Rights; o) prevent and remove any works on or use of the land that would prevent access to or the operation and maintenance of the electric lines; p) erect, create, use and remove welfare facilities including portable toilets, portable cabins and offices and electricity generators; q) install, use and remove artificial lighting; r) install, use, alter, divert and remove services and utilities; s) prevent changes to the use, or level of the surface of, the land; t) make good any damage caused in connection with the exercise of these Overhead Line Rights; and u) carry out any activities ancillary or incidental thereto.
<p>Overhead Line Access Rights</p>	<p>All rights necessary to access the land and adjoining land for the purposes of the construction, retention, commissioning, operation, protection, maintenance, surveying, repair, renewal, replacement, removal and decommissioning of the electric lines, and carrying out de-watering and drainage works and installing, altering or reinstating land drainage systems, with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel, including to:</p> <ul style="list-style-type: none"> a) carry out works to facilitate such access including to construct, lay down, use and remove access roads including any necessary bridging, culverting or diversion of water courses and drains, modifying road verges and junctions and installing, using, altering, diverting, and removing services and utilities; b) fell, trim or lop trees, shrubs, hedges and bushes and to clear and remove any and all vegetation which may damage, obstruct or interfere with these Overhead Line Access Rights; c) prevent and remove any works or use of the land which may interfere with or obstruct such access or the exercise of these Overhead Line Access Rights;

	<p>d) make good any damage caused in connection with the exercise of these Overhead Line Access Rights; and</p> <p>e) carry out any activities ancillary or incidental thereto.</p>
Overhead Line Removal Rights	<p>All rights necessary for the purposes of or incidental to the removal and decommissioning of the electric lines, including to:</p> <ul style="list-style-type: none"> a) install and remove protection measures for third party structures/assets, including scaffolding; b) enter the land and carry out surveys and investigations, including aerial surveys (including the right to fly an unmanned aircraft over the land and to enter and retrieve and recover any such unmanned aircraft from the land); c) carry out archaeological works, environmental and/or ecological mitigation; d) carry out works required or permitted by a planning permission and/or consent or licences; e) erect and remove fencing; f) store and stockpile and where necessary use, manage and process plant, machinery, apparatus, and materials (including excavated material) and/or equipment; g) access the land and adjoining land with or without vehicles, personnel, plant, machinery, apparatus, equipment and materials for such purposes; h) construct, lay down, use and remove access roads including any necessary temporary bridging, culverting or diversion of water courses and drains; i) carry out de-watering and drainage works and install, alter, reinstate or remove land drainage systems; j) discharge water into existing drains and watercourses; k) fell, trim or lop trees, shrubs, hedges and bushes and to clear and remove any and all vegetation which may damage, obstruct or interfere with these Overhead Line Removal Rights; l) prevent and remove any works on or use of the land that would prevent access to or the removal or decommissioning of the electric lines; m) erect, create, use and remove welfare facilities including portable toilets, portable cabins and offices and electricity generators; n) install, use and remove artificial lighting; o) install, use, alter, divert and remove services and utilities; p) prevent changes to the use, or level of the surface of, the land; q) reinstate the land; r) make good any damage caused in connection with the exercise of these Overhead Line Removal Rights; and s) carry out any activities ancillary or incidental thereto.
Overhead Line Removal Access Rights	<p>All rights necessary to access the land and adjoining land for the purposes of removing and decommissioning the electric lines, and carrying out de-watering and drainage works and installing, altering or reinstating land drainage systems, with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel, including to:</p>

	<ul style="list-style-type: none"> a) carry out works to facilitate such access including to construct, lay down, use and remove access roads including any necessary bridging, culverting or diversion of water courses and drains, modifying road verges and junctions and installing, using, altering, diverting, and removing services and utilities; b) fell, trim or lop trees, shrubs, hedges and bushes and to clear and remove any and all vegetation which may damage, obstruct or interfere with these Overhead Line Removal Access Rights; c) prevent and remove any works or use of the land which may interfere with or obstruct such access or the exercise of these Overhead Line Removal Access Rights; d) make good any damage caused in connection with the exercise of these Overhead Line Removal Access Rights; and e) carry out any activities ancillary or incidental thereto.
<p>Temporary Access Rights</p>	<p>All rights necessary to access the land and adjoining land for the purposes of constructing and commissioning the electricity infrastructure and/or the construction, commissioning and decommissioning of the electric lines and/or the establishment, use and removal of works compounds, and carrying out de-watering and drainage works and installing, altering or reinstating land drainage systems, with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel, including to:</p> <ul style="list-style-type: none"> a) access the land and adjoining land to use horizontal directional drilling, where appropriate, for the installation of the cables; b) carry out works to facilitate such access including to construct, lay down, use and remove access roads including any necessary temporary bridging, culverting or diversion of water courses and drains, modifying road verges and junctions and installing, using, altering, diverting, and removing services and utilities; c) fell, trim or lop trees, shrubs, hedges and bushes and to clear and remove any and all vegetation which may damage, obstruct or interfere with the exercise of these Temporary Access Rights; d) prevent and remove any works or use of the land which may interfere with or obstruct such access or the exercise of the Temporary Access Rights; e) make good any damage caused in connection with the exercise of these Temporary Access Rights; and f) carry out any activities ancillary or incidental thereto.

APPENDIX 3
PLOT DESCRIPTIONS

Plot	Size	Plot Description	Plot Owner(s)	Right(s) to be Acquired
1-01	8540 metres squared	Sand beach (east of B1287)	Durham County Council The Coal Authority	Electricity Infrastructure Construction Rights Landfall Rights
1-02	18826 squared metres	Sand beach (east of B1287)	Durham County Council The Coal Authority	Electricity Infrastructure Construction Rights Landfall Rights
1-03	7112 squared metres	Pebble beach (east of B1287)	Unknown	Electricity Infrastructure Construction Rights Landfall Rights
1-04	53223 squared metres	Field, access tracks, cliffs and public footpath (Seaham FP7), (east of B1287)	Edward Colin Snowdon Helen Alexandra Riley Mary Elizabeth Snowdon The Coal Authority Victoria Jane Payne	Electricity Infrastructure Construction Rights Landfall Rights
1-05	7539 squared metres	Field and access tracks (east of B1287)	Edward Colin Snowdon Helen Alexandra Riley Mary Elizabeth Snowdon The Coal Authority Victoria Jane Payne	Electricity Infrastructure Construction Rights Landfall Rights Construction Compound Rights
1-06	5242 squared metres	Field, access tracks and copse (east of B1287)	Edward Colin Snowdon Helen Alexandra Riley Mary Elizabeth Snowdon The Coal Authority Victoria Jane Payne	Electricity Infrastructure Construction Rights HVDC Rights
1-07	796 squared metres	Public road and verge (B1287)	Edward Colin Snowdon Helen Alexandra Riley Mary Elizabeth Snowdon The Coal Authority Victoria Jane Payne	Electricity Infrastructure Construction Rights HVDC Rights

1-08	20 squared metres	Hedgerow (west of B1287)	Helen Alexandra Riley Unknown Victoria Jane Payne	Landscaping Rights
1-09	1608 squared metres	Field, agricultural land and hedgerow (west of B1287)	Edward Colin Snowdon Helen Alexandra Riley Mary Elizabeth Snowdon The Coal Authority Victoria Jane Payne	Electricity Infrastructure Construction Rights HVDC Rights
1-10	15487 squared metres	Field, agricultural land and hedgerow (west of B1287)	Helen Alexandra Riley Unknown Victoria Jane Payne	Electricity Infrastructure Construction Rights HVDC Rights
1-11	878 squared metres	Railway (Seaham and Sunderland) works and land	Network Rail Infrastructure Limited	Electricity Infrastructure Construction Rights HVDC Rights
1-12	55426 squared metres	Field, agricultural land, access track and hedgerow (east of Stockton Road)	Keith John Davidson The Coal Authority Unknown	Electricity Infrastructure Construction Rights HVDC Rights
1-13	1105 squared metres	Field, agricultural land and access track (east of Stockton Road)	Keith John Davidson The Coal Authority Unknown	Temporary Access Rights
1-14	1514 squared metres	Private road and access track (Seaham Grange Farm)	Keith John Davidson Unknown	Temporary Access Rights
1-15	39480 squared metres	Field, agricultural land and shrub (east of Stockton Road)	Keith John Davidson The Coal Authority Unknown	Construction Compound Rights
1-16	2270 squared metres	Field and agricultural land (east of Stockton Road)	Keith John Davidson The Coal Authority	Construction Compound Rights

1-17	450 squared metres	Field and agricultural land (east of Stockton Road)	Keith John Davidson The Coal Authority Unknown	Temporary Access Rights
1-18	44 squared metres	Verge and hedgerow (Stockton Road)	National Highways Limited	Temporary Access Rights
1-19	460 squared metres	Field and agricultural land (east of Stockton Road)	Keith John Davidson The Coal Authority	Temporary Access Rights
1-20	17 squared metres	Verge and hedgerow (east of Stockton Road)	National Highways Limited	Temporary Access Rights
1-21	961 squared metres	Public road, verge and pavement (B2185)	Durham County Council Keith John Davidson National Highways Limited Unknown	Electricity Infrastructure Construction Rights HVDC Rights
1-22	394 squared metres	Verge and pavement (B2185)	National Highways Limited	Electricity Infrastructure Construction Rights HVDC Rights
1-23	2376 squared metres	Public road, roundabout, verges and pavement (B2185)	National Highways Limited The Coal Authority	Electricity Infrastructure Construction Rights HVDC Rights
1-24	2259 squared metres	Public road, roundabout and verges (A1018)	National Highways Limited The Coal Authority	Electricity Infrastructure Construction Rights HVDC Rights
1-25	668 squared metres	Verge, pavement, hedgerow and public bridleway (Seaham BW1), (west of A1018)	National Highways Limited	Electricity Infrastructure Construction Rights HVDC Rights
1-26	1721 squared metres	Access track and public bridleway (Seaham BW1), (west of A1018)	Stephen Moore Gregson	Temporary Access Rights

1-27	254 squared metres	Access track, public bridleway, shrub and verges (Seaham BW1), (west of A1018)	Stephen Moore Gregson	Electricity Infrastructure Construction Rights HVDC Rights
1-28	27041 squared metres	Field and agricultural land (west of A1018)	Stephen Moore Gregson	Electricity Infrastructure Construction Rights HVDC Rights
1-29	Number not used			
1-30	1231 squared metres	Field, agricultural land and public bridleway (Seaham BW3), (west of A1018)	Stephen Moore Gregson	Temporary Access Rights
2-01	361 squared metres	Access track, hedgerow and public bridleway (Seaham BW1), (west of A1018)	Stephen Moore Gregson	Electricity Infrastructure Construction Rights HVDC Rights
2-02	30696 squared metres	field, agricultural land, public bridleway (Seaham BW3), pylon and overhead line (west of A1018)	Stephen Moore Gregson	Electricity Infrastructure Construction Rights HVDC Rights
2-03	1326 squared metres	Dismantled former railway land (Murton to Ryhope Closed Branch Line) and woodland (west of A1018)	Railway Paths Limited The Coal Authority	Electricity Infrastructure Construction Rights HVDC Rights
2-04	218 squared metres	Field and agricultural land (west of A1018)	Ivan Shaw Weightman Simon Archbold Harrison Weightman	Electricity Infrastructure Construction Rights HVDC Rights
2-05	64 squared metres	field, agricultural land and shrub (west of A1018)	Stephen Moore Gregson	Electricity Infrastructure Construction Rights HVDC Rights

2-06	356 squared metres	Field and agricultural land (west of A1018)	Stephen Moore Gregson Church Commissioners for England	Electricity Infrastructure Construction Rights HVDC Rights
2-07	1020 squared metres	Dismantled former railway land (Durham to Sunderland line), woodland, pylon and overhead lines (west of A1018)	Railway Paths Limited Church Commissioners for England	Electricity Infrastructure Construction Rights HVDC Rights
2-08	15887 squared metres	Field, agricultural land and overhead lines (north	Stephen Moore Gregson Church Commissioners for England	Electricity Infrastructure Construction Rights HVDC Rights
2-09	2577 squared metres	Field, agricultural land and shrub (north of A19)	Stephen Moore Gregson	Electricity Infrastructure Construction Rights HVDC Rights
2-10	2619 squared metres	Public road, verge and woodland (A19)	National Highways Limited	Electricity Infrastructure Construction Rights HVDC Rights
2-11	35081 squared metres	Field, agricultural land, public footpath (Seaton with Slingley FP3) and hedgerow (north of Seaton Lane, B1404)	Stephen Moore Gregson	Electricity Infrastructure Construction Rights HVDC Rights
2-12	851 squared metres	Public footpaths (Seaton with Slingley P3 and FP9), (north of Seaton Lane, B1404)	Stephen Moore Gregson	Temporary Access Rights
2-13	32 squared metres	Field, agricultural land and hedgerow (north of Seaton Lane, B1404)	Stephen Moore Gregson	Construction Compound Rights
2-14	23163 squared metres	Field, agricultural land and hedgerow	Stephen Moore Gregson The Coal Authority	Construction Compound Rights

		(north of Seaton Lane, B1404)		
2-15	2799 squared metres	Field, agricultural land and hedgerow (north of Seaton Lane, B1404)	Stephen Moore Gregson The Coal Authority	Construction Compound Rights
2-16	2 squared metres	Verge and hedgerow (north of Seaton Lane, B1404)	Stephen Moore Gregson The Coal Authority	Electricity Infrastructure Construction Rights HVDC Rights
2-17	1 squared metre	Verge and hedgerow (north of Seaton Lane, B1404)	Durham County Council Stephen Moore Gregson Unknown	Electricity Infrastructure Construction Rights HVDC Rights
2-18	510 squared metres	Public road and verge (Seaton Lane, B1404)	Durham County Council Stephen Moore Gregson Unknown	Electricity Infrastructure Construction Rights HVDC Rights
2-19	353 squared metres	Public road, hedgerow and verge (Seaton Lane, B1404)	Durham County Council The Coal Authority	Electricity Infrastructure Construction Rights HVDC Rights
2-20	37320 squared metres	Field, agricultural land and hedgerow (south of Seaton Lane, B1404)	Stephen Moore Gregson	Electricity Infrastructure Construction Rights HVDC Rights
3-01	10911 squared metres	Field, agricultural land and hedgerow (north of Hillrise Crescent)	Michael Ronald Ford The Coal Authority	Electricity Infrastructure Construction Rights HVDC Rights
3-02	174 squared metres	Field and agricultural land (north of Hillrise Crescent)	Michael Ronald Ford The Coal Authority	Temporary Access Rights
3-03	5 squared metres	Verge (north of Hillrise Crescent)	Michael Ronald Ford	Temporary Access Rights
3-04	260 squared metres	Public road (Hillrise Crescent)	Michael Ronald Ford	Electricity Infrastructure Construction Rights

				HVDC Rights
3-05	1523 squared metres	Grassland, trees and shrubs (south of Hillrise Crescent)	Michael Ronald Ford The Coal Authority	Electricity Infrastructure Construction Rights HVDC Rights
3-06	18836 squared metres	Field, agricultural land and hedgerow (north of UNC 21.2)	Stephen Moore Gregson	Electricity Infrastructure Construction Rights HVDC Rights
3-07	31 squared metres	Field, agricultural land and access (west of UNC 21.2)	Stephen Moore Gregson	Temporary Access Rights
3-08	433 squared metres	Access track and verges west of A19, Seaham, Durham	Stephen Moore Gregson	Electricity Infrastructure Construction Rights HVDC Rights
3-09	16902 squared metres	Field, agricultural land and hedgerow (south of UNC 21.2)	Stephen Moore Gregson	Electricity Infrastructure Construction Rights HVDC Rights
3-10	257 squared metres	Field, agricultural land and hedgerow (south of UNC 21.2)	Michael Ronald Ford The Coal Authority	Electricity Infrastructure Construction Rights HVDC Rights
3-11	13986 squared metres	Field, agricultural land and hedgerow (south of UNC 21.2)	Church Commissioners for England Stephen Moore Gregson	Electricity Infrastructure Construction Rights HVDC Rights
4-01	6640 squared metres	Field, agricultural land and hedgerow (east of Slingley Hill Farm)	Stephen Moore Gregson	Electricity Infrastructure Construction Rights HVDC Rights
4-02	45289 squared metres	Field, agricultural land and hedgerow (south east of Slingley Hill Farm)	Michael Ronald Ford The Coal Authority	Electricity Infrastructure Construction Rights HVDC Rights
4-03	17292 squared metres	Field, agricultural land and hedgerow (east of Carr House Plantations)	Martin Edward Dryden The Coal Authority	Electricity Infrastructure Construction Rights HVDC Rights

4-04	1552 squared metres	Field, agricultural land, and public bridleway (Murton BW5)	Martin Edward Dryden The Coal Authority	Temporary Access Rights
4-05	233 squared metres	Public bridleway (Murton BW5)	Unknown	Temporary Access Rights
4-06	15300 squared metres	Field, agricultural land and hedgerow (east of Carr House Plantations)	Jo Laidler Hare John George Hare Lydia Victoria Hare The Coal Authority	Electricity Infrastructure Construction Rights HVDC Rights
5-01	11670 squared metres	Field, agricultural land and access track (north of Station Road South)	Martin Edward Dryden The Coal Authority	Electricity Infrastructure Construction Rights HVDC Rights
5-02	5066 squared metres	Field and agricultural land (north of Station Road South)	Martin Edward Dryden Church Commissioners for England	Electricity Infrastructure Construction Rights HVDC Rights
5-03	3729 squared metres	Field, agricultural land, access track and hedgerow (north of Station Road South)	Martin Edward Dryden The Coal Authority	Electricity Infrastructure Construction Rights HVDC Rights
5-04	10220 squared metres	Field, agricultural land and hedgerow (north of Station Road South)	Martin Edward Dryden The Coal Authority	Construction Compound Rights
5-05	929 squared metres	Public road and verges (Station Road South)	Durham County Council Linda Dryden Martin Edward Dryden Philip Dryden Unknown	Electricity Infrastructure Construction Rights HVDC Rights
5-06	521 squared metres	Field, agricultural land and hedgerow	Linda Dryden Philip Dryden The Coal Authority	Temporary Access Rights

		(north of Station Road South)		
5-07	21771 squared metres	Field, agricultural land, hedgerow and overhead lines (south of Station Road South)	Linda Dryden Philip Dryden The Coal Authority	Electricity Infrastructure Construction Rights HVDC Rights
5-08	21028 squared metres	Field, agricultural land, hedgerow and overhead lines (south of Station Road South)	Martin Edward Dryden The Coal Authority	Electricity Infrastructure Construction Rights HVDC Rights
5-09	114 squared metres	Field, agricultural land, hedgerow, pylon and overhead lines, and public footpath (Murton FP10), (north east of Murton Moor West Farm)	Martin Edward Dryden The Coal Authority	Temporary Access Rights
5-10	716 squared metres	Field, agricultural land, access track and hedgerow (east of Murton Moor West Farm)	Martin Edward Dryden The Coal Authority	Temporary Access Rights
5-11	24903 squared metres	Field, agricultural land, hedgerow and overhead lines (east of Murton Moor West Farm)	Martin Edward Dryden Unknown	Electricity Infrastructure Construction Rights HVDC Rights
5-12	5748 squared metres	Field, agricultural land and hedgerow (north east of Murton Moor West Farm)	Martin Edward Dryden Unknown	Construction Compound Rights
6-01	18 squared metres	Access track (east of Murton Moor West Farm)	Katherine Pattison Unknown	Temporary Access Rights
6-02	82 squared metres	Path, cycle way, access track and hedgerows (north	Durham County Council The Coal Authority	Temporary Access Rights

		west of Hawthorn Pit Grid Substation)		
6-03	399 squared metres	Access track, public bridleway (Murton BW15) and overhead line (north west of Hawthorn Pit Grid Substation)	Colin Stephen Ford Unknown	Temporary Access Rights
6-04	2024 squared metres	Field, agricultural land, access track and overhead line (north west of Hawthorn Pit Grid Substation)	Katherine Pattison Unknown	Electricity Infrastructure Construction Rights HVDC Rights
6-05	2478 squared metres	Path, cycle way, access track, hedgerows and overhead line (north west of Hawthorn Pit Grid Substation)	Durham County Council The Coal Authority	Electricity Infrastructure Construction Rights HVDC Rights
6-06	1676 squared metres	Field, agricultural land, access track, hedgerow and public bridleway (Murton BW15), (north west of Hawthorn Pit Grid Substation)	Colin Stephen Ford Unknown	Electricity Infrastructure Construction Rights HVDC Rights
6-07	185 squared metres	Access track, hedgerow and public bridleway (Murton BW15), (north west of Hawthorn Pit Grid Substation)	Unknown	Electricity Infrastructure Construction Rights HVDC Rights
6-08	13193 squared metres	Field, agricultural land and hedgerow (west of Hawthorn Pit Grid Substation)	Colin Stephen Ford Unknown	Electricity Infrastructure Construction Rights HVDC Rights

6-09	6734 squared metres	Former mine and cokeworks, access track, hedgerow, drain and overhead line (south west of Hawthorn Pit Grid Substation)	Stephen Moore Gregson	Electricity Infrastructure Construction Rights HVDC Rights
6-10	11376 squared metres	Former mine and cokeworks, access track, hedgerow, pylon, drain and overhead line (south west of Hawthorn Pit Grid Substation)	Edward Peverley The Coal Authority	Electricity Infrastructure Construction Rights HVDC Rights
6-11	25693 squared metres	Public open space, access track, woodland, hedgerow, shrub, overhead line and public bridleway (Murton BW29), (south west of Hawthorn Pit Grid Substation)	Durham County Council The Coal Authority	Electricity Infrastructure Construction Rights HVDC Rights Landscaping Rights
6-12	14958 squared metres	Public open space, access track, woodland, hedgerow, shrub, pylon and overhead line and public bridleway (Murton BW29), (south west of Hawthorn Pit Grid Substation)	Durham County Council The Coal Authority	Landscaping Rights
6-13	49972 squared metres	Public open space, access track, woodland, hedgerow, shrub, pylon and overhead line (south west of Hawthorn Pit Grid Substation)	Durham County Council The Coal Authority	Landscaping Rights

6-14	109 squared metres	Field and agricultural land (north of Hawthorn Pit Grid Substation)	Colin Stephen Ford	Overhead Line Removal Rights Landscaping Rights
6-15	107 squared metres	Hedgerow and shrub (north of Hawthorn Pit Grid Substation)	Colin Stephen Ford	Overhead Line Removal Rights Landscaping Rights
6-16	955 squared metres	Field, agricultural land and access track (north east of Hawthorn Pit Grid Substation)	Colin Stephen Ford Unknown	Overhead Line Removal Rights Landscaping Rights
6-17	12717 squared metres	Public open space, woodland, access track, shrub, pylon and overhead line (east of Hawthorn Pit Grid Substation)	Durham County Council The Coal Authority	Overhead Line Removal Rights Landscaping Rights
6-18	362 squared metres	Woodland, access track, and shrub (east of Hawthorn Pit Grid Substation)	Durham County Council The Coal Authority	Landscaping Rights
6-19	1014 squared metres	Public open space, access track, woodland, hedgerow and shrub (south west of Hawthorn Pit Grid Substation)	Durham County Council The Coal Authority	Construction Compound Rights Landscaping Rights
6-20	504 squared metres	Public open space, woodland and shrub (south of Hawthorn Pit Grid Substation)	Durham County Council The Coal Authority	Landscaping Rights
6-21	4070 squared metres	Public open space, pathway, woodland and shrub (south of Hawthorn Pit Grid Substation)	Durham County Council The Coal Authority	Electricity Infrastructure Construction Rights HVAC Rights Landscaping Rights

6-22	1000 squared metres	Public open space, access track, woodland, hedgerow and shrub (south of Hawthorn Pit Grid Substation)	Durham County Council The Coal Authority	Construction Compound Rights Landscaping Rights
6-23	4070 squared metres	Public open space and access track (south of Hawthorn Pit Grid Substation)	Durham County Council The Coal Authority	Construction Compound Rights Landscaping Rights Permanent Access Rights
6-24	540 squared metres	Public open space (south of Hawthorn Pit Grid Substation)	Durham County Council The Coal Authority	Electricity Infrastructure Construction Rights HVAC Rights Landscaping Rights Permanent Access Rights
6-25	Freehold Acquisition			
6-26	1031 squared metres	Public open space and access track (south of Hawthorn Pit Grid Substation)	Durham County Council The Coal Authority	Electricity Infrastructure Construction Rights HVAC Rights Landscaping Rights Permanent Access Rights
6-27	538 squared metres	Public open space (south of Hawthorn Pit Grid Substation)	Durham County Council The Coal Authority	Construction Compound Rights Landscaping Rights Overhead Line Rights
6-28	541 squared metres	Public open space (south of Hawthorn Pit Grid Substation)	Durham County Council The Coal Authority	Electricity Infrastructure Construction Rights HVAC Rights Landscaping Rights
6-29	389 squared metres	Public open space, access track, hedgerow, shrub and overhead line (south east of	Durham County Council The Coal Authority	Permanent Access Rights

		Hawthorn Pit Grid Substation)		
6-30	447 squared metres	Public open space (south west of Hawthorn Pit Grid Substation)	Durham County Council The Coal Authority	Construction Compound Rights Landscaping Rights
6-31	135 squared metres	Public open space, electricity substation and overhead line (south east of Hawthorn Pit Grid Substation)	Durham County Council The Coal Authority	Overhead Line Removal Rights Landscaping Rights
6-32	112 squared metres	Public open space, access track and overhead line (south east of Hawthorn Pit Grid Substation)	Durham County Council The Coal Authority	Overhead Line Removal Rights Landscaping Rights Temporary Access Rights
6-33	1318 squared metres	Public open space and access track (south of Hawthorn Pit Grid substation)	Durham County Council The Coal Authority	Overhead Line Removal Rights Temporary Access Rights
6-34	Number not used			
6-35	8988 squared metres	Public open space, access track, woodland, hedgerow and shrub (south west of Hawthorn Pit Grid Substation)	Durham County Council The Coal Authority	Landscaping Rights
6-36	17272 squared metres	Public open space, access track, outbuildings, woodland and shrub (south east of Hawthorn Pit Grid Substation)	Durham County Council The Coal Authority	Construction Compound Rights Landscaping Rights
6-37	15 squared metres	Public open space (south of	Durham County Council The Coal Authority	Overhead Line Removal Rights

		Hawthorne Pit Grid substation)		Landscaping Rights Temporary Access Rights
6-38	1316 squared metres	Public open space, access track, woodland and shrub (south east of Hawthorn Pit Grid Substation)	Durham County Council The Coal Authority	Overhead Line Removal Rights Landscaping Rights
6-39	1634 squared metres	Public open space, access track, woodland and shrub (south east of Hawthorn Pit Grid Substation)	Durham County Council The Coal Authority	Overhead Line Removal Rights
6-40	20578 squared metres	Public open space, access track, woodland, hedgerow, shrub, pond, public footpath (Murton FP25) and public bridleway (Murton BW29), (south west of Hawthorn Pit Grid Substation)	Durham County Council The Coal Authority	Overhead Line Rights Landscaping Rights
6-41	13826 squared metres	Public open space, access track, woodland, shrub, pylon, overhead line and public bridleway (Murton BW29), (south of Hawthorn Pit Grid Substation)	Durham County Council The Coal Authority	Electricity Infrastructure Construction Rights HVAC Rights Landscaping Rights
6-42	3367 squared metres	Public open space, access track, woodland, shrub, pylon, overhead line and public bridleway (Murton BW29), (south of Hawthorn Pit Grid Substation)	Durham County Council The Coal Authority	Electricity Infrastructure Construction Rights HVAC Rights HVDC Rights Landscaping Rights

6-43	7438 squared metres	Field, agricultural land, access track, woodland, shrub, drain, pylon and overhead line (south east of Hawthorn Pit Grid Substation)	Kevin Colin Howes The Coal Authority	Electricity Infrastructure Construction Rights HVDC Rights Landscaping Rights
6-44	7126 squared metres	Field, agricultural land, access track, woodland, shrub, drain and overhead line (south east of Hawthorn Pit Grid Substation)	Kevin Colin Howes The Coal Authority	Electricity Infrastructure Construction Rights HVAC Rights HVDC Rights Landscaping Rights
6-45	6740 squared metres	Field, agricultural land, access track, woodland, shrub and drain (south east of Hawthorn Pit Grid Substation)	Kevin Colin Howes The Coal Authority	Electricity Infrastructure Construction Rights HVAC Rights Landscaping Rights
6-46	928 squared metres	Field, agricultural land, shrub and drain (south east of Hawthorn Pit Grid Substation)	Kevin Colin Howes The Coal Authority	Landscaping Rights Drainage Rights
6-47	5636 squared metres	Field, agricultural land, access track, woodland, shrub, drain, pylon and overhead line (south east of Hawthorn Pit Grid Substation)	Kevin Colin Howes The Coal Authority	Overhead Line Rights Landscaping Rights
6-48	13779 squared metres	Access track, woodland, hedgerow, shrub, overhead line and public bridleway (Murton BW29), (south east of Hawthorn Pit Grid Substation)	Durham County Council The Coal Authority	Landscaping Rights Temporary Access Rights

6-49	Freehold Acquisition			
6-50	Freehold Acquisition			
7-01	223 squared metres	Access track, hedgerow and public footpath (Murton FP25), (north of Windermere Road)	Christine Ann Howes Kevin Colin Howes Philip Colbear Howes Stephen Moore Gregson Unknown	Electricity Infrastructure Construction Rights HVDC Rights Landscaping Rights
7-02	246 squared metres	Access track, hedgerow, overhead line and public footpath (Murton FP25), (north of Windermere Road)	Christine Ann Howes Kevin Colin Howes Philip Colbear Howes Stephen Moore Gregson Unknown	Electricity Infrastructure Construction Rights HVAC Rights HVDC Rights Landscaping Rights
7-03	295 squared metres	Access track, hedgerow and public footpath (Murton FP25), (north of Windermere Road)	Christine Ann Howes Kevin Colin Howes Philip Colbear Howes Stephen Moore Gregson Unknown	Electricity Infrastructure Construction Rights HVAC Rights Landscaping Rights
7-04	266 squared metres	Access track, hedgerow and public footpath (Murton FP25), (north of Windermere Road)	Christine Ann Howes Kevin Colin Howes Philip Colbear Howes Stephen Moore Gregson Unknown	Landscaping Rights Drainage Rights
7-05	690 squared metres	Access track, hedgerow, overhead line and public footpath (Murton FP25), (north of Windermere Road)	Christine Ann Howes Kevin Colin Howes Philip Colbear Howes Stephen Moore Gregson Unknown	Overhead Line Rights Landscaping Rights
7-06	2316 squared metres	Field, agricultural land, hedgerow and overhead line (north of Windermere Road)	Christine Ann Howes Philip Colbear Howes The Coal Authority	Construction Compound Rights Landscaping Rights Overhead Line Rights

7-07	150 squared metres	Hedgerow (north of Windermere Road)	Christine Ann Howes Philip Colbear Howes The Coal Authority	Construction Compound Rights Landscaping Rights Drainage Rights
7-08	14043 squared metres	Field, agricultural land, hedgerow, pylon and overhead line (north of Windermere Road)	Christine Ann Howes Philip Colbear Howes The Coal Authority	Construction Compound Rights Landscaping Rights
7-09	6409 squared metres	Field, agricultural land, pylon and overhead line (north of Windermere Road)	Christine Ann Howes Philip Colbear Howes The Coal Authority	Electricity Infrastructure Construction Rights HVAC Rights Landscaping Rights
7-10	5443 squared metres	Field, agricultural land, pylon and overhead line (north of Windermere Road)	Christine Ann Howes Philip Colbear Howes The Coal Authority	Electricity Infrastructure Construction Rights HVAC Rights HVDC Rights Landscaping Rights
7-11	1458 squared metres	Access track, hedgerow, pylon and overhead line (north of Windermere Road)	Christine Ann Howes Philip Colbear Howes The Coal Authority	Electricity Infrastructure Construction Rights HVDC Rights Landscaping Rights
7-12	2080 squared metres	Storage yard, access track and hedgerow (north east of Windermere Road)	Kevin Colin Howes The Coal Authority	Electricity Infrastructure Construction Rights HVDC Rights Landscaping Rights
7-13	450 squared metres	Storage yard, access track and hedgerow (north east of Windermere Road)	Kevin Colin Howes The Coal Authority	Landscaping Rights
7-14	37241 squared metres	Woodland, access track and overhead line (north east of Windermere Road)	John Geoffrey Lamb Sheila Lamb The Coal Authority	Landscaping Rights

7-15	Number not used			
7-16	Number not used			
7-17	42818 squared metres	Woodland, stream and overhead line (east of Windermere Road)	John Geoffrey Lamb Sheila Lamb The Coal Authority	Landscaping Rights
7-18	183 squared metres	Field, agricultural land and shrub (north of Coop House Wood)	Durham County Council The Coal Authority	Landscaping Rights
7-19	Freehold Acquisition			
7-20	9886 squared metres	Access track, woodland, hedgerow, shrub and public bridleway (Murton BW29), (north of Coop House Wood)	Durham County Council The Coal Authority	Temporary Access Rights Permanent Access Rights Landscaping Rights
7-21	16822 squared metres	Public open space, access track and woodland (south west of Hawthorn Pit Grid Substation)	Durham County Council The Coal Authority	Landscaping Rights
7-22	7054 squared metres	Access road leading to Jade Business Park, roundabout, hedgerow and public bridleway (Murton BW29), (north of Coop House Wood)	Durham County Council The Coal Authority	Temporary Access Rights
7-23	246 squared metres	Verge (north of Coop House Wood)	Durham County Council The Coal Authority	Temporary Access Rights
7-24	310 squared metres	Access road leading to Jade Business Park and	Durham County Council The Coal Authority	Temporary Access Rights

		verge (north of Coop House Wood)		
7-25	289 squared metres	Verge (north of Coop House Wood)	Durham County Council The Coal Authority	Temporary Access Rights
7-26	242 squared metres	Verge and public bridleway (Murton BW29), (north of Coop House Wood)	Durham County Council The Coal Authority	Temporary Access Rights
7-27	19527 squared metres	Field, agricultural land, access track, shrub and public bridleway (Murton W29), (north of Coop House Wood)	Durham County Council The Coal Authority	Construction Compound Rights
7-28	Freehold Acquisition			