

LAND AND NEGOTIATIONS

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

SUMMARY OF EVIDENCE

**Elliot Chandler
Associate Director
Ardent**

1. QUALIFICATIONS AND EXPERIENCE

1.1 My name is Elliot Chandler. I hold a BSc degree in Business Management and have eight years of experience working as a land assembly surveyor, promoting infrastructure projects in the UK.

1.2 I set out my roles and qualifications in section 1 of my evidence.

2. INTRODUCTION AND SCOPE OF EVIDENCE

2.1 My evidence explains the strategy for the acquisition of land rights and engagement with stakeholders, and the current status of negotiations.

2.2 My evidence explains that compulsory powers will only be used where sufficient rights cannot be secured by voluntary agreement, and that bespoke packages of rights are being sought, tailored for particular works in order to keep them as specific and minimised as possible.

3. DESCRIPTION OF THE ORDER LAND

3.1 In section 3 of my evidence I describe the Order Land and the approach to land referencing. I describe the requirement for a 60metre-wide corridor in respect of the HVDC cable route and an 80metre-wide cable corridor for the HVAC cable route.

4. NEED FOR THE ORDER LAND

4.1 The Order Land comprises all of the land and rights required for the construction, operation, repair, maintenance and decommissioning of the Project.

4.2 NGET is taking a proportionate approach to land acquisition. In section 4 of my evidence I identify that only freehold acquisition required is as follows:

4.2.1 Substation Land and Converter Station Land (Plots 6-25 and 7-28);

4.2.2 freehold acquisition of the Converter Station Compound and part of the Biodiversity Net Gain and Landscaping Land (Plot 7-19); and

4.2.3 freehold acquisition of the Replacement Public Open Space (Plots 6-49 and 6-50).

4.3 In section 4 of my evidence I explain that the rest of the Order Land is subject to the acquisition of “packages” of rights which have been tailored based on their purpose and allocated to specific Plots, so that unnecessary acquisition or encumbrance is avoided. The rights packages are defined in full in the Order (**CD D.1**) and are summarised in my evidence and I detail how the plots were identified.

4.4 The extent of land or rights required has been kept to a minimum, subject to a reasonably flexible expectation of how the main contractor will need to set up their work areas.

5. ACQUISITION STRATEGY

5.1 In section 5 of my evidence I set out NGET’s acquisition strategy and detail the approach to seeking to secure voluntary land rights including the provision of incentives. I identify that as part of this strategy, NGET provided draft heads of terms to each of the landowners alongside its Construction best practice for underground cable installation version 1 (**NGET’s Best Practice Guide**) (**CD F.6**).

5.2 NGET appointed Bell Ingram as its land agent to assist with engagement with landowners and the issue and negotiation of the heads of terms.

6. STATUS OF NEGOTIATIONS

6.1 In section 6 of my evidence I provide a summary of engagement to date, including the key stages and timelines of landowner interaction and the dates on which heads of terms have been issued to relevant landowners and detail NGET's attempts to negotiate with landowners.

6.2 In section 6 of my evidence I also demonstrate the assistance and commitments that NGET has made in respect of cable depth and drainage.

Assistance and Commitments

6.3 In line with NGET's Construction best practice for underground cable installation version 1 (**CD F.6**), NGET has committed to installing its cables at a depth not less than 900mm from the original surface to the top of the protective tile above the cables. NGET will seek to minimise the impact on farming operations on the retained land where possible. As per (Construction best practice for underground cable installation) NGET undertake soil management processes to prevent unnecessary adverse impact on soils and drainage in the vicinity. Works ongoing by Land Drainage Consultants Ltd (LDCL) support NGET's approach to minimising impact on the land required for the project and the surrounding land. Topsoil and subsoil are stored separately and will be reinstated in the correct order to ensure there is no damage to the soils. Further details on methodology is captured in Mr Karim's evidence.

6.4 With regards to drainage, within the heads of terms NGET has committed to:

6.4.1 employing suitably qualified consultants to carry out a pre and post construction drainage assessment;

6.4.2 implement the requisite recommendations as soon as practicably possible, to ensure where reasonable and appropriate the agricultural land drainage systems on the Grantor's Estate are left in no worse condition than before the date of the pre-construction drainage assessment;

6.4.3 agree the methods and timings to be employed in repairing damage to field drainage systems and/or carrying out any additional drainage work determined to be necessary;

6.4.4 refer the decision to an independent expert in the event the parties fail to reach an agreement on drainage;

6.4.5 in the scenario that damage cannot be made good, the Grantor will be compensated.

6.5 The position proposed in the heads of terms supports (**CD F.6**) (Construction Best Practice for Underground Cable Installation), assuring that a professional approach will be employed, that the drainage will be left in no worse condition than when NGET take possession of the land, and in cases where land drainage cannot be reinstated to the same standard as the pre-construction drainage assessment, the landowner will be compensated.

6.6 Following concerns raised by landowners in their objections around cable depths and drainage, NGET have employed external land drainage consultants, Land Drainage

Consultants Ltd (LDCL) to assess the soils and drainage of the cable route. The soil assessment activity is one that is typically undertaken by the appointed principal contractor at the start of construction, however in light of feedback from landowners' objections NGET have taken a proactive approach in appointing external soils and drainage experts to assess the land and come to a conclusion on appropriate cable depth sooner to assist with progressing private agreements.

7. COMPLIANCE WITH CPO GUIDANCE

7.1 In section 7 of my evidence I explain and demonstrate how the CPO Guidance (**CD B.6**) has been complied with and that NGET's approach to voluntary negotiations and compulsory acquisition is in accordance with the CPO Guidance.

8. CONSIDERATION OF OBJECTIONS RECEIVED

8.1 In section 8 of my evidence I address Obj1 to Obj17, and also address the DCC objection in respect of the Converter Station Compound and the relevant landowners' objection in respect of the car boot sale site. I go on to address Obj18, and confirm that the NFU have not been involved in discussions on the heads of terms and that the Obj18 is not a relevant objection.

9. NO IMPEDIMENTS

9.1 In section 9 of my evidence I demonstrate that there are no impediments to the delivery of the English Onshore Scheme.

SUMMARY AND CONCLUSIONS

9.2 My evidence provides a detailed summary of the process NGET have followed to ensure a reasonable and proportionate approach to the land acquisition and negotiation of land rights aspects of the Project. It states the need for the Order Land and outlines the requirement for land for the construction, operation, repair, maintenance and decommissioning of the Project, and clarifies the class of rights sought within the CPO application.

9.3 My evidence explains NGET's strategy and approach to acquiring land rights for the Project and reveals the process NGET have gone through to date, and how the approach taken is compliant with CPO guidance. NGET have engaged with affected landowners throughout the project's lifecycle and have actively sought to secure private agreements with all landowners.

9.4 Efforts to engage and acquire land by private treaty are evident, as shown in Appendix A of my evidence. Terms were issued to landowners four months prior to the making of the CPO, and NGET have continued to engage and progress agreement-related matters throughout the process.

9.5 Points of objection have been considered by NGET, and where possible have been rectified. Where such commitments cannot be made at this stage of the Project, NGET has taken a proportionate approach by seeking further information from objectors to understand what alternative arrangement can be made to alleviate specific concerns. Depth of cable has been a common concern among landowners, as revealed in multiple objections to the CPO. NGET has taken a proactive stance on this point and instructed external land drainage consultants to review the soils in order to make an informed decision on appropriate cable depth.

9.6 NGET will continue to engage with affected landowners with intentions of securing private option agreements.

9.7 My evidence demonstrates the engagement and measures taken to seek voluntary land and rights for the Project.

10. DECLARATION

10.1 I confirm that the opinions expressed are my true and professional opinions.

Elliot Chandler

5 September 2023