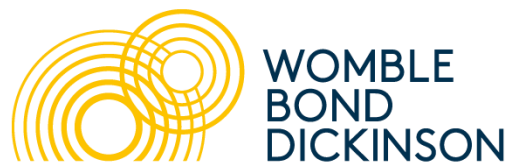

Core Document
CD1.8



Womble Bond Dickinson (UK) LLP

3 Temple Quay
Temple Back East
Bristol
BS1 6DZ

Tel: 0345 415 0000
Fax: 0345 415 6900
DX: 200561 Bristol Temple Meads

grace.billings@wbd-uk.com
Direct: +44 117 989 6677

Our ref:
JCB1/GJB3/472590.5
Your ref:

18 March 2024

Mr McKenna,
For the Attention of Mr J McKenna
The Department for Energy Security and Net Zero
Energy Infrastructure Planning
Level 3
Orchard 2
1 Victoria Street
London
SW1A 0ET

By email only to John.McKenna@energysecurity.gov.uk

Dear Mr McKenna,

The National Grid Electricity Transmission PLC (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme) Compulsory Purchase Order 2023 ("the Order")

Following our request to the Secretary of State for Energy Security and Net Zero ("**the Secretary of State**") for confirmation of the Order, we ask the Secretary of State to seek the consent of the Gas and Electricity Markets Authority ("**GEMA**") on behalf of our client, National Grid Electricity Transmission PLC ("**NGET**"), to the making of the order under paragraph 2 of Schedule 3 to the Electricity Act 1989 ("**the Act**").

1. Provisions of the Electricity Act 1989

Paragraph 2 of Schedule 3 of the Act provides that:

- (1) *No order shall be made under paragraph 1 above authorising the compulsory purchase of land belonging to another licence holder except with the consent of the Authority.*
- (2) *The Authority shall not give its consent under this paragraph if—*
 - (a) *the land is being used by the licence holder to whom it belongs for the purposes of an installation necessary for the carrying on of the activities which he is authorised by his licence to carry on; or*
 - (b) *it appears to the Authority that the land will be so used and that the use will commence, or any necessary planning permission or consent under section 36 or 37 of this Act will be applied for, within the period of five years beginning with the date of the application for his consent.*

2. Details of the relevant land for which GEMA's consent is sought

- 2.1 The land included within plots 5-27, 5-42, 5-42a and 6-01a of the Order ("**the Land**") is land owned by E.ON UK plc ("**E.ON**"). This land comprises approximately 207 square metres of land beneath the M1 Tinsley Viaduct, to the north and south of Alsing road, and approximately 18,554

square metres of vegetated land to the south of Blackburn Meadows Power Station and at Blackburn Meadows Wastewater Treatment works.

3. Details of the interests which are sought over the Land in the Order

Plot 5-27	Cable Rights in respect of approximately 207 square metres of land beneath the M1 Tinsley Viaduct south of Alsing Road, Sheffield
Plot 5-42	Cable Rights in respect of approximately 18,013 square metres of vegetated area to the south of Blackburn Meadows Power Station and to the north of Blackburn Meadows Way including land beneath half width of the River Don, Sheffield
Plot 5-42a	Cable Rights in respect of approximately 117 square metres of vegetated area to the south of Blackburn Meadows Power Station and to the north of Blackburn Meadows Way, Sheffield
Plot 6-01a	Cable Rights in respect of approximately 424 square metres of vegetated area to the south of Blackburn Meadows Power Station and to the north of Blackburn Meadows Way, Sheffield

4. Description of Rights in the Order and referred to in paragraph 3 above:

<u>Cable Rights</u>	<p>All rights necessary for the purposes of or incidental to the construction, installation, operation and decommissioning of electricity cables and the associated electricity infrastructure including fibre optic and Distributed Temperature Sensor fibre cabling together with any necessary auxiliary apparatus as required (hereinafter referred to as the Electric Cables), including:</p> <ol style="list-style-type: none"> 1. the right to excavate, construct and install the Electric Cables in, on, under or over the land, including ducting and using trenchless techniques such as horizontal directional drilling; 2. the right to decommission and/or remove existing electric cables, associated electricity infrastructure, electrical plant, structures and apparatus from that land; 3. the right to acquire any rights of profit a prendre which conflict with the operation of the cable rights, so as to suspend their operation during the exercise of the Cable Rights, to enable their execution without conflict with rights of profit a prendre but not otherwise; 4. the right to carry out ground strengthening and stabilisation works; 5. the right to excavate, construct and install Monitoring Pits in, on or under the land; 6. the right to access the land for the purposes of or incidental to surveying, constructing, installing, commissioning, operating, inspecting, maintaining, repairing, altering, renewing, replacing, removing or decommissioning the Electric Cables with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel; 7. the right to test and commission the Electric Cables and to remedy initial faults and defects in them at any time prior to the date on which it is energised and ready for commercial operation; 8. the right to retain, commission, operate, inspect, maintain, repair, alter, renew, replace, reinstate, make safe and remove or decommission the Electric Cables; 9. the right to all necessary rights of support for the Electric Cables and to prevent any works on or use of the land which may interfere with or damage or cause injury to the Electric Cables or which interferes with or obstructs access to the Electric Cables; 10. the right with or without vehicles, plant and equipment to carry out mitigation planting, maintaining and monitoring; 11. the right to enter the land and carry out surveys and investigations, including aerial surveys (including the right to fly an unmanned
---------------------	--

	<p>aircraft over the land and to enter and retrieve and recover any such unmanned aircraft from the land);</p> <ol style="list-style-type: none"> 12. the right to carry out archaeological, environmental and/or ecological mitigation and/or works; 13. the right with or without vehicles plant and equipment to enter the land to access any adjoining land in connection with NGET's undertaking; 14. the right to bring onto the land, position and swing the jib of a crane loaded or unloaded through the airspace above the land for the purposes of constructing, installing and removing machinery and equipment; 15. the right to construct, lay down, use and remove temporary access roads and work areas including any necessary temporary bridging, culverting or diversion of water courses and drains; 16. the right to facilitate a footpath and/or cyclepath diversion; 17. the right to erect and remove fencing, gates, hoardings, signage or other infrastructure; 18. the right to install, use and remove security apparatus including cameras, audible warning systems any other necessary security apparatus; 19. the right to erect and remove temporary lighting, temporary welfare structures and generators; 20. the right to install and remove protection measures for third party structures/assets, including scaffolding; 21. the right to divert and remove services and utilities; 22. the right to install, use and remove artificial lighting; 23. the right to carry out de-watering and drainage works and install, alter, reinstate or remove land drainage systems and to discharge water into existing drains and watercourses; 24. the right with or without vehicles plant and equipment to fell, trim or lop all trees, bushes and vegetation and remove or alter walls, fences or any other structures or erections on the land which obstruct or interfere with the exercise of the rights granted; and 25. the right to reinstate the land and to monitor reinstatement works.
--	---

5. Discussions to date with the Licence Holders

- 5.1 NGET have been in discussions with E.ON about the project proposals since October 2022. This includes negotiations with E.ON's appointed agent. Negotiations for voluntary acquisition of an easement over the land are being actively pursued and NGET is confident that agreement will be reached.
- 5.2 The Land is outside the extent of E.ON's operational land and is used for landscaping. NGET have been made aware that E.ON as the owner of the Land is entering into a landscaping lease with Sheffield City Council which will be for a period of 30 years. The Land also contains the sustainable drainage system for the adjacent CHP Power Plant. There is no evidence to suggest that E.ON plan to use the Land for their operations at any time in the next five years.

6. Conclusions

- 6.1 Whilst paragraph 2(1) of Schedule 3 to the Act applies to the acquisition of the Land over which E.ON as the owner has a freehold interest, paragraph 2(2)(a) of Schedule 3 to the Act does not apply because the land is not held by E.ON for the purposes of an installation necessary for the carrying on of the activities which it is authorised by its licence to carry on.
- 6.2 Further to this, paragraph 2(2)(b) of Schedule 3 to the Act does not apply as it does not appear that the land will be so used, or that the use will commence, or any necessary planning permission or consent under s36 or s37 of the Act will be applied for, within the period of five years beginning with the date of this application for consent.

- 6.3 The Secretary of State is therefore asked to request the consent of GEMA to the making (confirmation) of the Order under paragraph 2 of Schedule 3 of the Act.
- 6.4 An additional copy of the following documents are included for this purpose:
- 6.4.1 The Order;
 - 6.4.2 The Order Maps; and
 - 6.4.3 The Statement of Reasons.
- 6.5 If GEMA requires any additional information to allow them to reach a decision on providing their consent to the confirmation of the Order, please contact Jonathan Bower or Grace Billings of this firm, whose details appear above.

Yours sincerely

A handwritten signature in black ink that reads "Grace J. Billings". The signature is written in a cursive, flowing style.

Grace Billings
Solicitor
Womble Bond Dickinson (UK) LLP