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**Our ref: RIT/CST/NGRID**

**FOR THE URGENT ATTENTION OF**

John McKenna, on behalf of  
The Secretary of State for Energy Security and Net Zero  
The Department for Energy Security and Net Zero  
Energy Infrastructure planning  
Level 3  
Orchard 2  
1 Vicotria Street  
London  
S21A OET

By Email only: [John.McKenna@energysecurity.gov.uk](mailto:John.McKenna@energysecurity.gov.uk)

5 January 2024

Dear Sirs

**Letter of Objection to The National Grid Electricity Transmission Plc (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme) Compulsory Purchase Order 2023 dated 24 November 2023 (the “Compulsory Purchase Order”)**

**The Electricity Act 1989 and The Acquisition of Land Act 1981**

**Property: Plot No. 1-02, 1-03, 1-04 & 1-05**

**Land at Carlisle Street East, Sheffield, S4 8DT**

This Letter of Objection is lodged in relation to the Compulsory Purchase Order.

The Compulsory Purchase Order includes land, identified as the Property above, within the ownership of MHH Contracting Limited (“MHH”).

For the reasons stated in this Letter of Objection, MHH agrees with the purposes of the Compulsory Purchase Order but its position is that sufficient grounds have not been presented to show that the Compulsory Purchase Order cannot reasonably be located elsewhere, the property being acquired is not needed because there is an alternative means of bringing about the objectives of the Compulsory Purchase Order that appear to have not been considered or addressed and, therefore, the manner of implementation of the Compulsory Purchase Order is challenged.

**Objections**

MHH specialises in demolition, dismantling, bulk earthworks, excavation, remediation, aggregate and material suppliers, waste recycling and reprocessing, haulage and plant hire services, site security, skip and container hire, and asbestos removal. Further details of MHH’s activities can be found at MHH’s web site which is [www.mhhcontracting.co.uk](http://www.mhhcontracting.co.uk)

MHH’s main operational base, where its waste recycling plant is located and aggregates are stored, is in an area of around thirteen acres or so situated off Carlisle Street East, Sheffield (the “Site”). Annexed to this letter are a number of documents that are referred to in this Letter of Objection. At page 1 is a plan showing the majority to the Site and the position of the office block, which can be seen with a number “1” written on its roof on the plan at page 1. The recycling plant has a number “2” written on its roof.

At page 2 is a further three-dimensional image, showing the entrance to the Site in more detail. Marked on this plan is:

- the location of three large metal green gates at the entrance to the Site (the “Green Gates”) that secure the Site from Carlisle Street East;
- the weighbridge office, which is situated just next to the weighbridge (the “Weighbridge Office”);
- the Office; and,
- the car park for the Office.

Access to the Site and the Office is from Carlisle Street East. The entrance to the Site via the Green Gates can be seen from the photographs marked A, B, C, D, G, H, I, J, K, and L which are at pages 3 to 4 and 6 to 8. At page 9 is a further plan the location of where each of the photographs at pages 3 to 8 are taken from.

The Office is situated in fixed porta-cabins which are located on the land comprised in title number SYK222778. The land in this title is also used as a car park for staff working in the Office and for visitors to the Office. The Office was actually constructed in or around 1998 but were not used as an office at that time as MHH’s administration office was situated at Prospect Farm, High Bradfield, Sheffield, a few miles from the Site.

The Site is made up of land in a number of Land Registry titles. For the purposes of this Letter of Objection, it is only necessary to refer to three of those titles (the “Three Titles”):

- Title SYK706 - The land that is situated within title SYK706 is where the waste recycling and reprocessing plant is situated and where the tipping facilities are operated from and aggregate supplies are stored. This makes up the majority of the Site. At pages 10 to 13 are the Official Copy Entries and office copy plan for this title. The purchase of this title was completed in 1986 and MHH was registered as legal owner on 20 March 1987. At that time the Site was around thirteen acres of sloped land sandwiched between Carlisle Street East at the bottom and Petre Street at the top with a large embankment in it leading down to a lower yard.
- Title SYK222778- The land in this title is at the entrance to the site. As mentioned above, this is where the Office and car park are located. At pages 14 to 15 are the Official Copy Entries and plan for this title. As can be seen, this land was purchased by MHH shortly after the land in title SYK706 and MHH’s title was registered at the Land Registry on 14 April 1987. At this time, this land comprised redundant and derelict buildings.
- Title SYK376938 -The land in this title largely used as a storage area and for the parking of vehicles. At pages 16 to 21 are the Official Copy Entries and plan for this title. As can be seen, MHH became the registered owner of the land in this title on 5 December 1996.

On 13 September 2016, MHH submitted an application for adverse possession of a strip of land near the entrance to Carlisle Street East, where a public highway called “Scott Street” was situated, prior to a stopping up order being obtained by Sheffield City Council, the local council (the Stopping Up Order). The application for adverse possession was granted by the Land Registry on 15 July 2017. That land now sits within the land in title number SYK706. A Copy of the Stopping Up Order is attached to this Letter of Objection at pages 22 to 23.

At page 24 is a copy of the MHH Traffic and Pedestrian Management Maps that MHH is required to maintain as part of the permitting regulations that govern the operation of the Site. As can be seen from this map and from the images referred to above, the Property within the specific plots that is effected by the Compulsory Prurchase Order is central to the operation of the Site. The entrance from Carlisle Street East via the Green Gates referred to above and the wheel wash represent the only means of access, given the one way system that MHH has to employ within the Site for accessing a significant proportion of the Site. MHH operate a fleet of commercial heavy goods vehicles from the Site that access the public highway from the Site on a daily basis (save for Sundays), usually between the hours of 5.30am and 6.30pm. Vehicles are though often required to access the Site outside of these hours. This represents a significant number of vehicle movements each working day. In addition, third party vehicles are also accessing the site via the Site’s main entrance to deliver materials and to collect materials. In any given day, it is anticipated that there is upwards of some 250 vehicle movements to and from the Site from the public highway at Carlisle Street East.

Any disruption of the use of the land effected by the Compulsory Purchase Order within plots 1-02, 1-03, 1-04 and 1-05 is therefore going to have a significant detrimental impact upon MHH's ability to operate effectively from the Site. Compensation cannot compensate MHH for such loss/impact.

It is noted that The National Grid Electricity Transmission PIC (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme) Compulsory Purchase Order 2023, to which NGET has directed MHH to within its letter dated 29 November 2023, in which notification of the making of the Compulsory Purchase Order was provided, appears to be undated. The link provided is <https://www.nationalgrid.com/electricity-transmission/document/152126/download>.

It is further noted that with the letter dated 29 November 2023, reference is made to, "*As are result we made a Compulsory Purchase Order on 23 November 2023 (the "Order")*". See pages 25 to 26.

MHH has not been able to verify for the purpose of this Letter of Objection whether the Compulsory Purchase Order was made on 23 November 2023 as stated. It is though noted that the Statement of Reasons of the Acquiring Authority for the making of Compulsory Purchase Order for the acquisition of land and new rights to facilitate the Pitsmoor-Wincobank-Templeborough 275KV Cable Replacement Scheme is dated 24 November 2023. Clarification is sought from the Secretary of State as part of this Letter of Objection to ensure that the statement of reasons was submitted on or prior to the making of the Compulsory Pruchase Order.

Subject to this clarification, Objections are taken with specific issues raised in the Statement of Reasons of the Acquiring Authority for the making of Compulsory Purchase Order for the acquisition of land and new rights to facilitate the Pitsmoor-Wincobank-Templeborough 275KV Cable Replacement Scheme dated 24 November 2023.

It is agreed that The European Convention rights that are potentially applicable to the making of the Compulsory Purchase Order are Articles 6 and 8 and Article 1 of the First Protocol (as contained in Schedule 1 to the Human Rights Act 1998). It is noted that Relevant parts of Article 1 of the First Protocol of the Convention provide:

*"Every natural or legal person is entitled to peaceful enjoyment of his possessions" and "no one shall be deprived of his possessions except in the public interest and subject to the conditions provided for by law and by the general principles of international law".*

It is noted and agreed that relevant parts of Article 8 of the Convention provide: "*1. Everyone has the right to respect for his private and family life, his home and his correspondence. 2. There shall be no interference by a public authority with the exercise of this right except such as is in accordance with the law and is necessary in a democratic society in the interests of... the economic well-being of the country...*"

It is noted that NGET allege that rather than acquiring the freehold title to all land comprised within the Compulsory Purchase Order, NGET is only seeking to acquire permanent rights, such as the right to install and operate the cables and the right to decommission and/or remove the existing circuits. However, there is no evidence submitted to suggest that NGET has given due consideration to alternative means of siting the cables, which would then alleviate the need for the temporary rights during construction to be purchased or for the compulsory purchase of rights to lay cables. It is not accepted that NGET are taking a proportionate approach as alleged to the compulsory acquisition. MHH does not consider that NGET have established that a compelling case exists in the public interest that the rights referred to in the Compulsory Purchase Order in respect of the Property be acquired in order to achieve the purposes described in the Statement of Reasons.

NGET alleged in the Statement of Reasons that, "*The Project has been designed to run along highways, watercourses and other non-residential areas. As such the Project will keep the disruption to those living along the route to a minimum; this will not cause differential impacts to those individuals or groups of individuals who share a relevant protected characteristic.*"

It is noted that the "Cable Route" is depicted only on one plan (copy attached at page 27 for ease of reference), which is not to scale and is difficult to read. The Cable Route is shown as approaching the Property of MHH along the footpath (it is presumed) of Newhall Road, the B6083. The cable route is then depicted as entering the Pitsmoor Sub-station. However, the plan referred to is not of sufficient quality or scale to depict or identify the actual precise route of the new cabling to be installed. Consideration has



been given to the CPO plan, a link which has been provided on NGET's website. The relevant CPO plan is plan number 1 of 8. A copy of this plan is at page 28. However, plan number 1 of 8 simply depicts the project boundary, the land in respect of which rights only are being created (which include Plots 1-02, 1-03, 1-04 and 1-05), the land to be acquired and the land excluded.

There is no clear identification within any plan as to the route of the proposed Pitsmoor-Wincobank-Templeborough 275 kV Cable.

This is important.

Firstly, is it not possible to identify whether the cable rights for plots 1-02, 1-03 and 1-05 are reasonably necessary, in terms of scale and location for the cabling to be installed, and as stated, would keep the impact and disruption to MHH to a minimum or whether it is reasonable as a result to deprive MHH of its possessions, except in the public interest.

As referred to above, the areas identified as being land over which rights are to be created within plots 1-02, 1-03 and 1-05 are far wider and greater than the existing rights that have been granted to NGET in the existing easements. For the reasons stated above in terms of how MHH uses these areas of its land, any expansion of those rights would unjustly impact and effect the operations of MHH in this location and impact upon its whole operations from its Carlisle Street site.

Secondly, without showing the precise route of the Cabling to be installed, NGET cannot show that they have demonstrated that there is a need to expand the Cabling rights that it already enjoys beyond those existing rights.

Thirdly, it appears to MHH, that there has been no, or no due consideration given to the fact that there are alternative ways to route the required Pitsmoor-Wincobank-Templeborough 275 kV Cable from Newhall Road to the Pitsmoor Sub-station.

No reference has been made of the fact that the Pitsmoor Sub-station can be readily accessed from two other locations, being:

- Via Carlisle Court – this public highway is situated within very close proximity of what appears to be the proposed route of the Pitsmoor-Wincobank-Templeborough 275 kV Cable, and would, be an accessible route directly from the Public highway/footpath to the Pitsmoor Sub-station without requiring any rights to be obtained over the plots owned by MHH. The location of Carlisle Court is marked in orange on the copy of plan 1 of 8 of the CPO that is attached to this Letter of Objection.
- Via Garter Street – this again is public Highway. It is noted that the Project Boundary on plan 1 of 8 is clearly shown as extending along Carlisle Street East to the junction with Garter Street and is shown as being along Garter Street to the main entrance of the Pitsmoor Sub-Station. This route is depicted in yellow on the copy of plan 1 of 8 of the CPO that is attached to this Letter of Objection. As above, similar considerations apply, in that this route would provide a readily accessible route directly from the Public highway/footpath to the Pitsmoor Sub-station without requiring any rights to be obtained over the plots owned by MHH.

MHH believes that the Pitsmoor-Wincobank-Templeborough 275 kV Cable route is designed to be installed within plots 1-02, 1-03 and 1-05 because the land situated within 1-02 and 1-03 was historically a public highway until the Stopping Up order was made, as referred to above. Siting such cabling within the public highway is accepted as being a convenient location for such items and avoids the need for authorities to use powers that they may have to acquire land and rights via the compulsory purchase route. Indeed, it is noted that within the table of plots, NGET refer to the plots in the description as being within the "access track known as Scott Street, Sheffield." This is no longer correct as the land in question is not known as Scott Street and had not been known as such since the making of the Stopping up order. MHH would say however, that simply because the land was previously a public Highway, and there are existing cables located in this location, that this should not automatically imply that any additional cabling should be located in these locations. Alternative routes appear to exist, and no indication is provided that these alternative routes, that would not require any compulsory purchase order to be sought in respect of land belonging to MHH, have been considered as the same would reasonably remove the requirement to obtain the rights sought via the Compulsory Purchase Order.

Whilst it is stated that the rights including temporary construction compounds and access routes will only be used on a temporary basis, it is not accepted that the impact of these rights on MHH will not be significant.

Any disruption to the business of MHH will be significant and could be fatal to the continuation of the business operated by MHH in this location.

## **Conclusion**

In summary, for the reasons stated above in this Letter of Objection, MHH:

- agrees with the purposes of the Compulsory Purchase Order, but its position is that sufficient grounds have not been present to show that the Compulsory Purchase Order cannot reasonably be located elsewhere;
- the property being acquired is not needed because there is an alternative means of bringing about the objectives of the Compulsory Purchase Order that appear to have not been considered or addressed; and
- the manner of implementation of the Compulsory Purchase Order is challenged.

MHH would submit that the Secretary of State for Energy Security and Net Zero should not confirm the Compulsory Purchase Order in respect of the Property authorising The National Grid Electricity Transmission PLC to compulsory purchase the plots that have been referred to above without examining the issues set out in this letter and without holding an inquiry so that an Inspector can consider such matters further.

In the event of a public inquiry, MHH would wish to reserve the right to appear to present its case to the inquiry inspector.

Kind regards

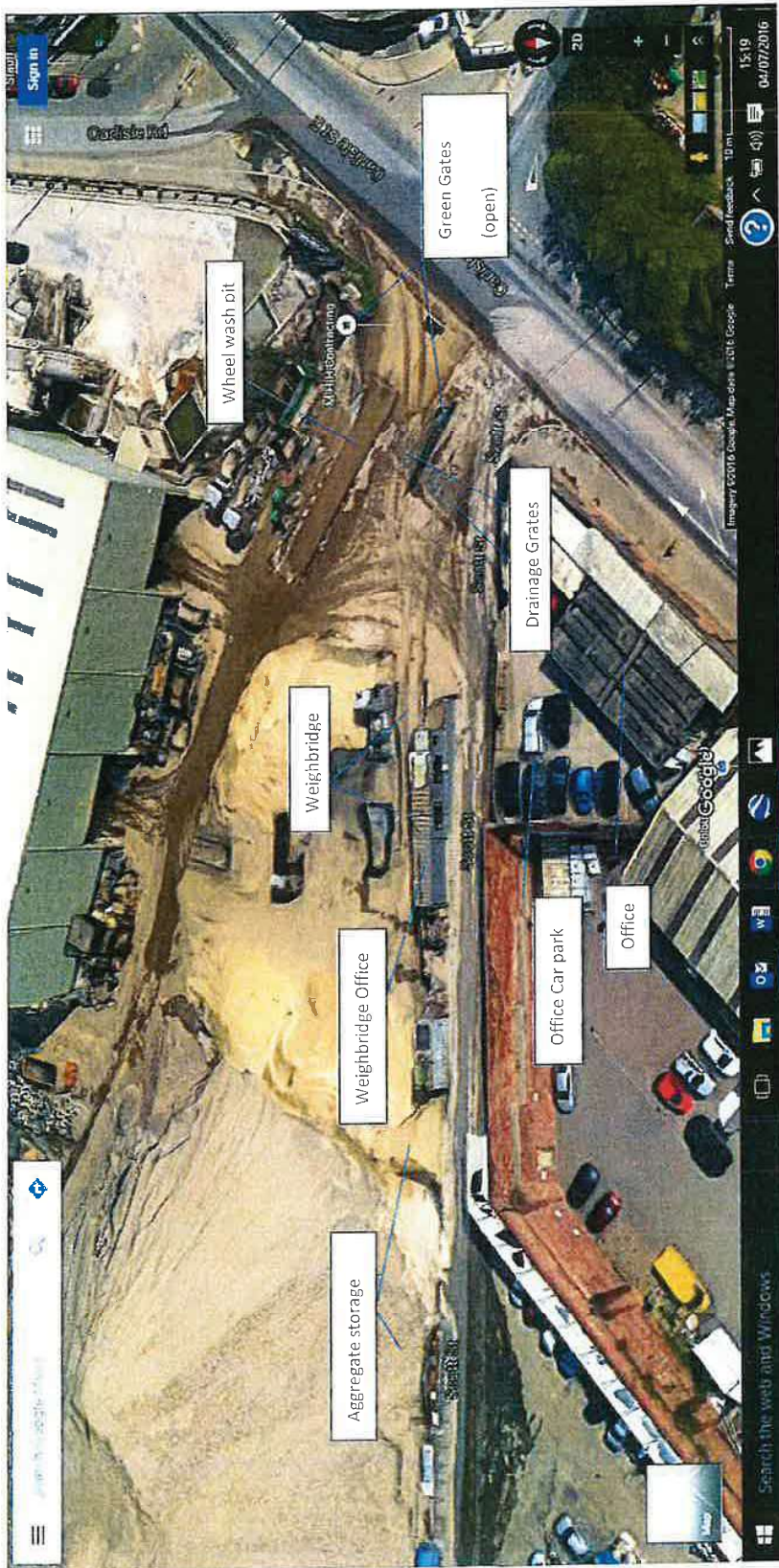
Yours faithfully

Robert Tranter  
In-House solicitor  
For and on behalf of MHH Contracting Limited  
Email: [rtranter@mhhcontracting.co.uk](mailto:rtranter@mhhcontracting.co.uk)









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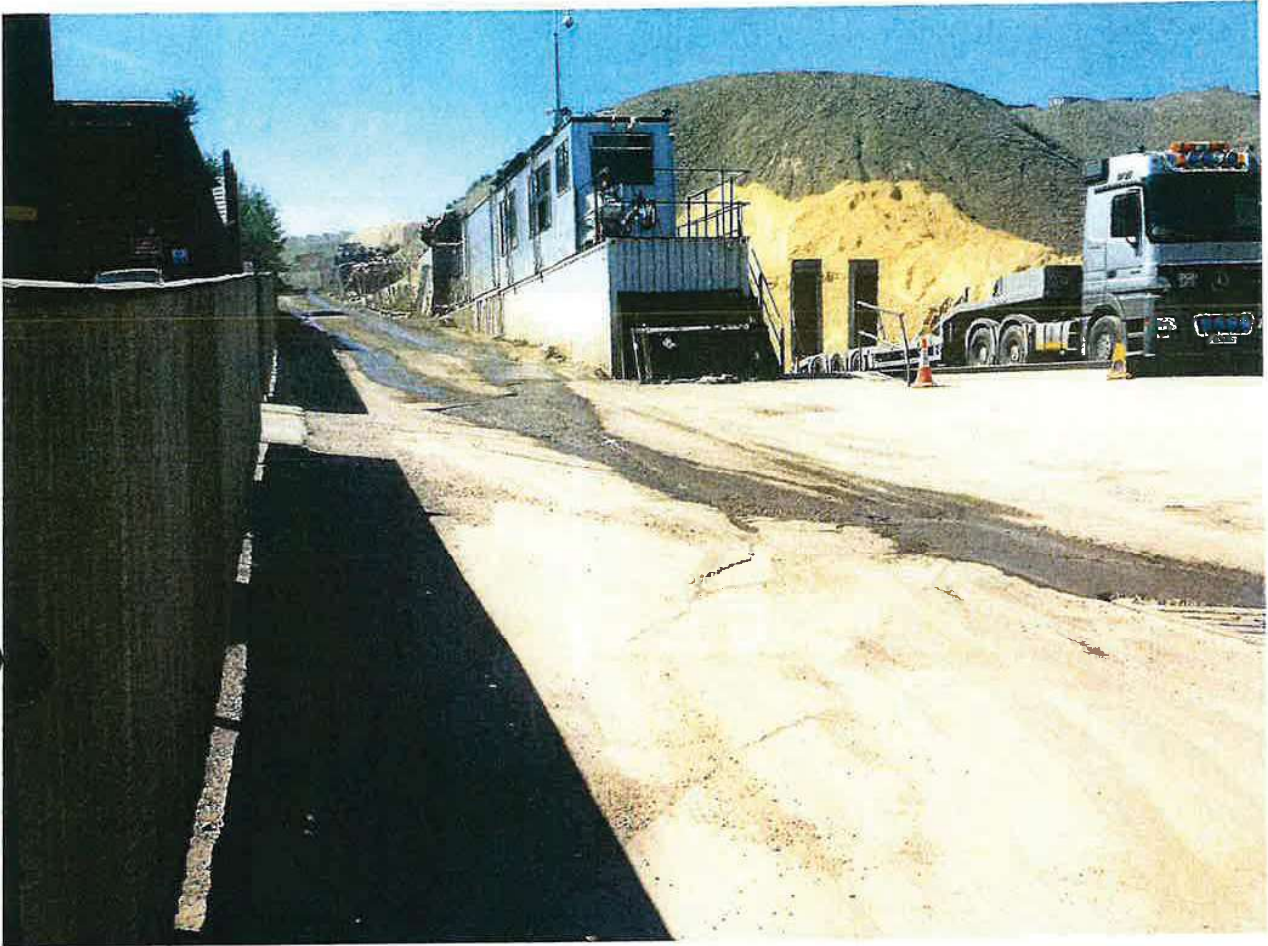
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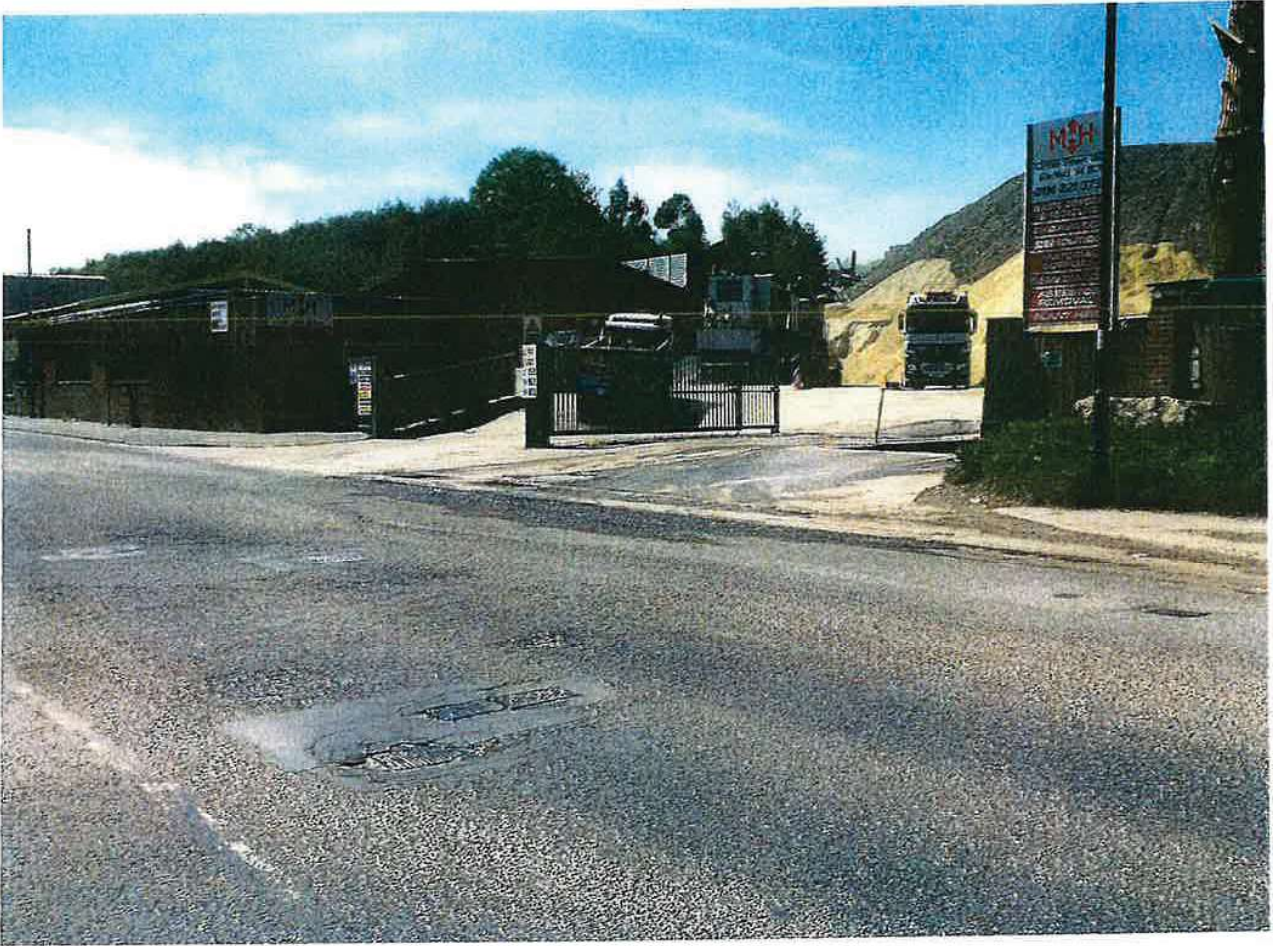
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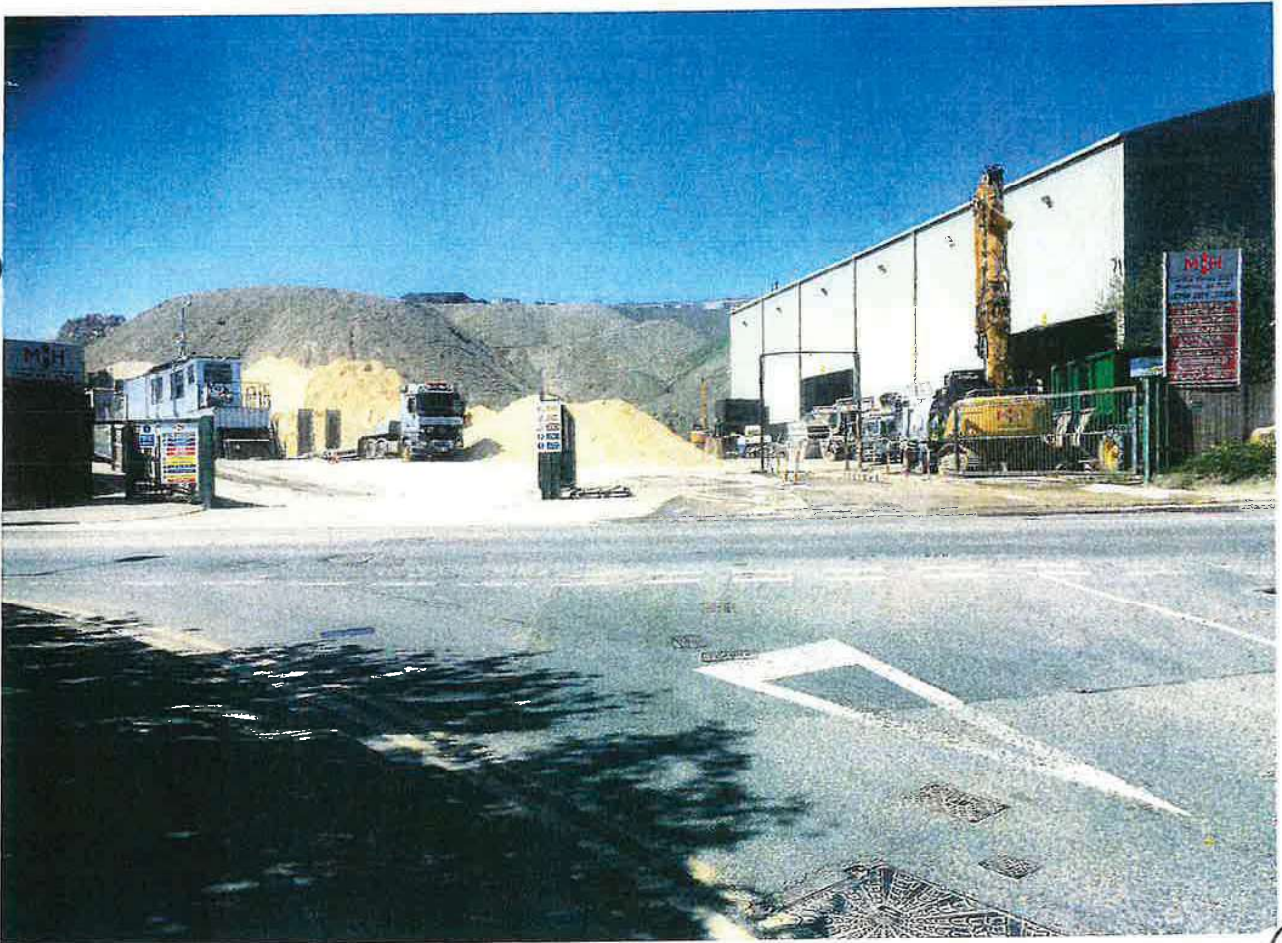
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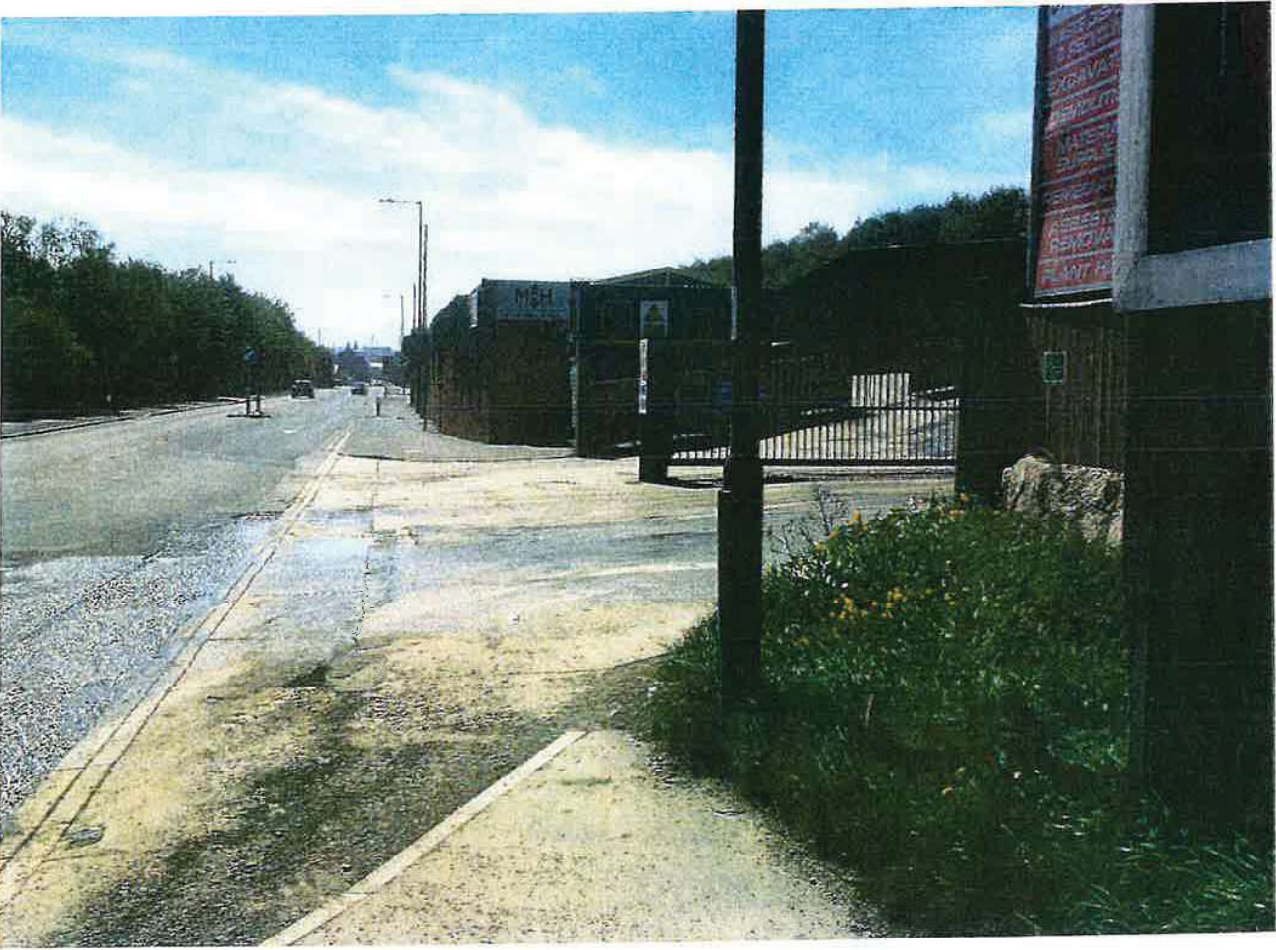
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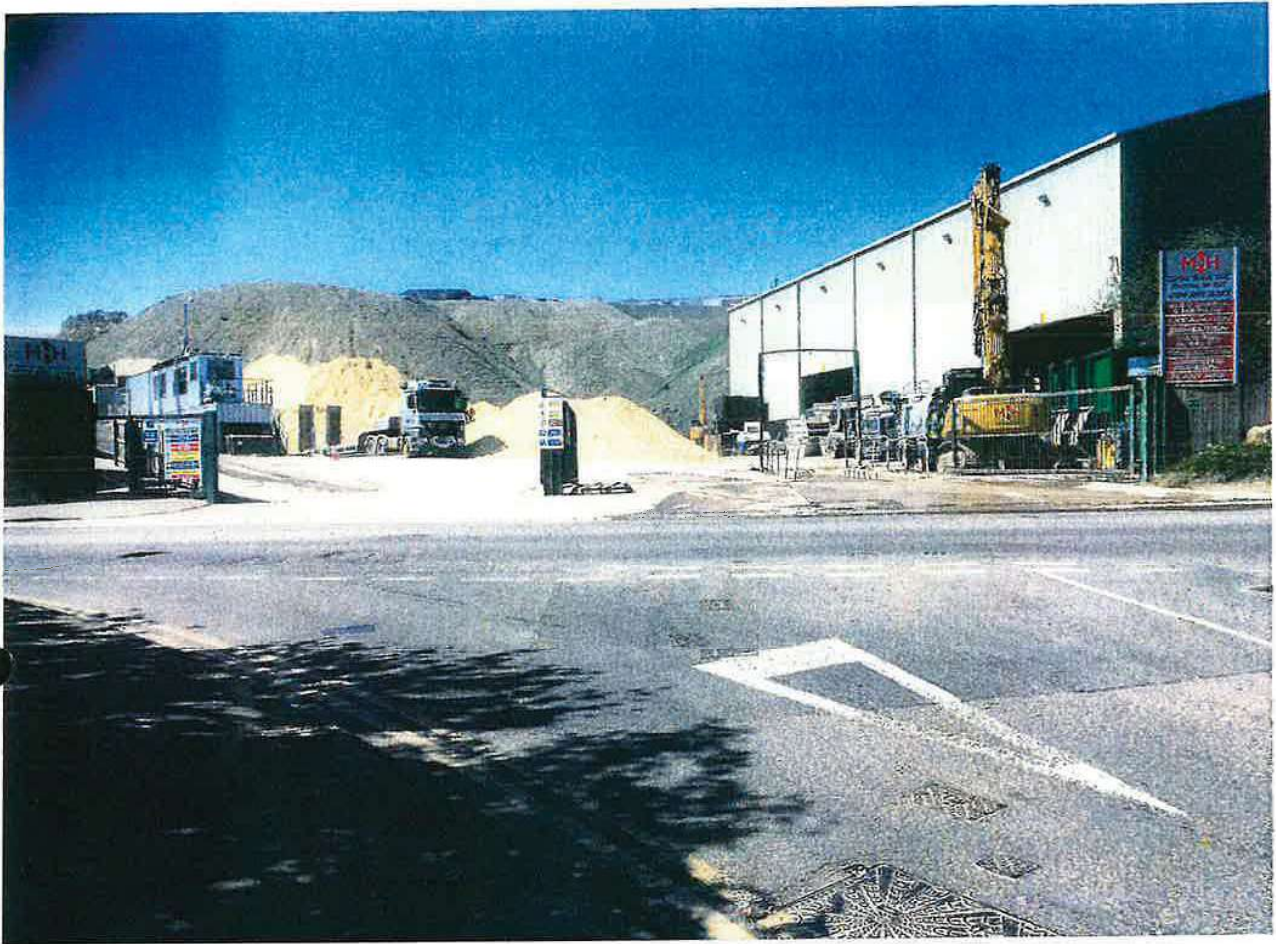
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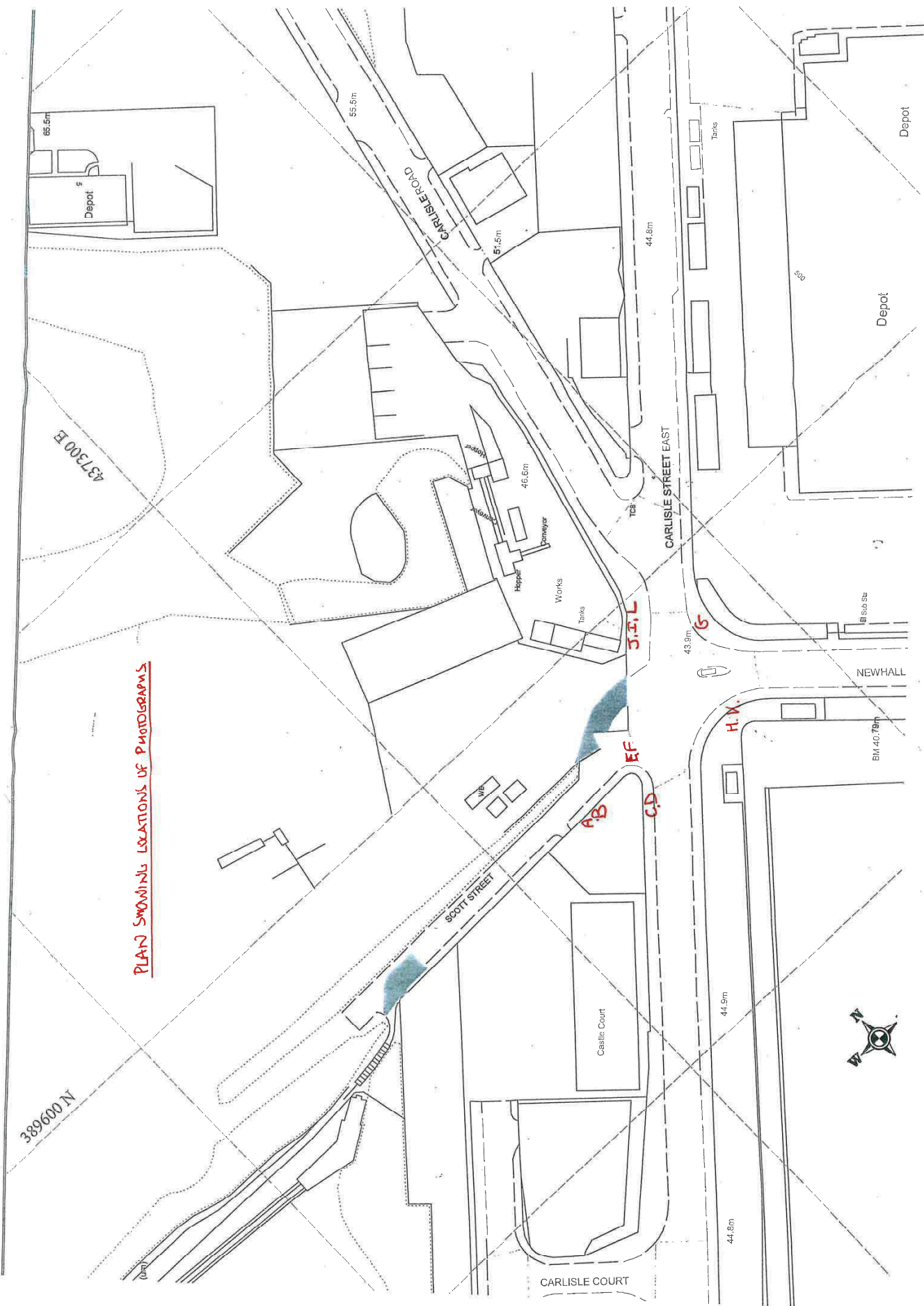
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PLAN SHOWING LOCATIONS OF PHOTOGRAPHS





# Official copy of register of title

Title number SYK706

Edition date 25.01.2019

- This official copy shows the entries on the register of title on 31 JAN 2022 at 20:45:41.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 31 Jan 2022.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Nottingham Office.

## A: Property Register

This register describes the land and estate comprised in the title.

SOUTH YORKSHIRE : SHEFFIELD

- 1 (10.05.1974) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land on the south east side of Petre Street, Sheffield.
- 2 The Conveyance dated 22 November 1920 referred to in the Charges Register contains the following provision:-  
  
"PROVIDED ALWAYS and it is hereby agreed and declared that the Company shall not be entitled to any right of light or air which would in any manner diminish or interfere with the free and unrestricted use (either for building or any other purpose) of any adjoining or neighbouring hereditaments forming part of the Norfolk Estates (hereinafter referred) and these presents shall not be deemed or construed to include any implied grant of any such right as aforesaid neither shall the Company or their assigns by any means hereafter acquire any such right."
- 3 (13.09.2016) A new title plan based on the latest revision of the Ordnance Survey Map with an amended extent has been prepared.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (20.03.1987) PROPRIETOR: MHH CONTRACTING LIMITED (Co. Regn. No. 01921630) of Carlisle Street East, Sheffield S4 8DT and of rachel@mhhcontracting.co.uk.
- 2 (13.06.2008) The proprietor's address for service has been changed.
- 3 (10.08.2012) The proprietor's address for service has been changed.



## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 The land tinted pink on the filed plan is subject to the following rights reserved by a Conveyance thereof dated 22 November 1920 made between (1) The Duchess of Norfolk (Vendor) and (2) The Sheffield Brick Company Limited (Company):-  
  
Except and reserved unto the Vendor her heirs executors administrators and assigns and the Reversioners and her and their Lessees and Tenants and all other persons thereto authorised rights (in common with all other persons entitled to such rights) to pass and repass at all times and for all purposes with or without horses and other animals carts or other vehicles over and along (a) the road or way across the said piece of land first herein described running from Carlisle Street East to the sale shop situate on adjoining hereditaments marked "A" on the said Plan No. 1 hereon which said road or way is shewn upon the said Plan No. 1 and is thereon marked "right of way" and (b) the site of the portion of the said piece of land coloured blue on the same Plan and marked "proposed site for continuation of Scott Street".  
  
*NOTE: Copy plan filed.*
- 2 (15.07.2009) UNILATERAL NOTICE in respect of rights under the Electricity Act 1947 and the Electricity Act 1989 (Schedule 4 Clause 1) affecting the electric cables laid under the land coloured blue on the plan to the application form.  
  
*NOTE: Copy plan filed.*
- 3 (15.07.2009) BENEFICIARY: National Grid Electricity Transmission PLC of NGT House, Warwick Technology Park, Gallowshill, Warwick CV34 6DA and care of Needham & James LLP DX 16202, Stratford Upon Avon.
- 4 (22.10.2012) The land is subject to the easements granted by a lease dated 12 October 2012 of land adjoining Carlisle Road for a term of 6 years from and including 29 September 2012.  
  
*NOTE: Copy filed*
- 5 (22.10.2012) UNILATERAL NOTICE in respect of a lease dated 12 October 2012 made between (1) MHH Contracting Limited and (2) Tarmac Limited.  
  
*NOTE: Copy filed.*
- 6 (02.01.2013) BENEFICIARY: Hope Ready Mixed Concrete Limited (Co. Regn. No. 08132394) Care of Tarmac Limited, Millfields Road, Ettingshall, Wolverhampton, WV4 6JP.
- 7 (15.11.2013) An Agreement for Easement dated 14 November 2013 made between (1) MHH Contracting Limited and (2) Northern Powergrid (Yorkshire) Plc in respect of electric lines and apparatus at Scott Street.  
  
*NOTE: Copy filed.*
- 8 (02.12.2014) The land is subject to access and maintenance and user rights. The extent of this right, having been acquired by prescription, may be limited by the nature of the user from which it has arisen.  
  
*NOTE: Copy Statutory Declaration dated 29 October 2014 made by David Burrell of National Grid Electricity Transmission PLC filed.*
- 9 (25.11.2015) The land is subject to any rights that are granted by a Deed dated 10 November 2015 made between (1) MHH Contracting Limited and (2) National Grid Electricity Transmission plc and affect the registered land.  
  
The said Deed also contains restrictive covenants by the grantor.  
  
*NOTE: Copy filed.*
- 10 (13.09.2016) The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.
- 11 (06.08.2018) The land is subject to any rights that are granted by a

Title number SYK706

## C: Charges Register continued

Deed dated 2 August 2018 made between (1) MHH Contracting Limited and (2) Northern Powergrid (Yorkshire) Plc and affect the registered land. The said Deed also contains restrictive covenants by the grantor.

*NOTE: Copy filed.*

- 12 (25.01.2019) The land is subject to the rights granted by a Deed of Grant dated 16 January 2019 made between (1) MHH Contracting Limited and (2) National Grid Electricity Transmission Plc.

The said Deed also contains restrictive covenants by the grantor.

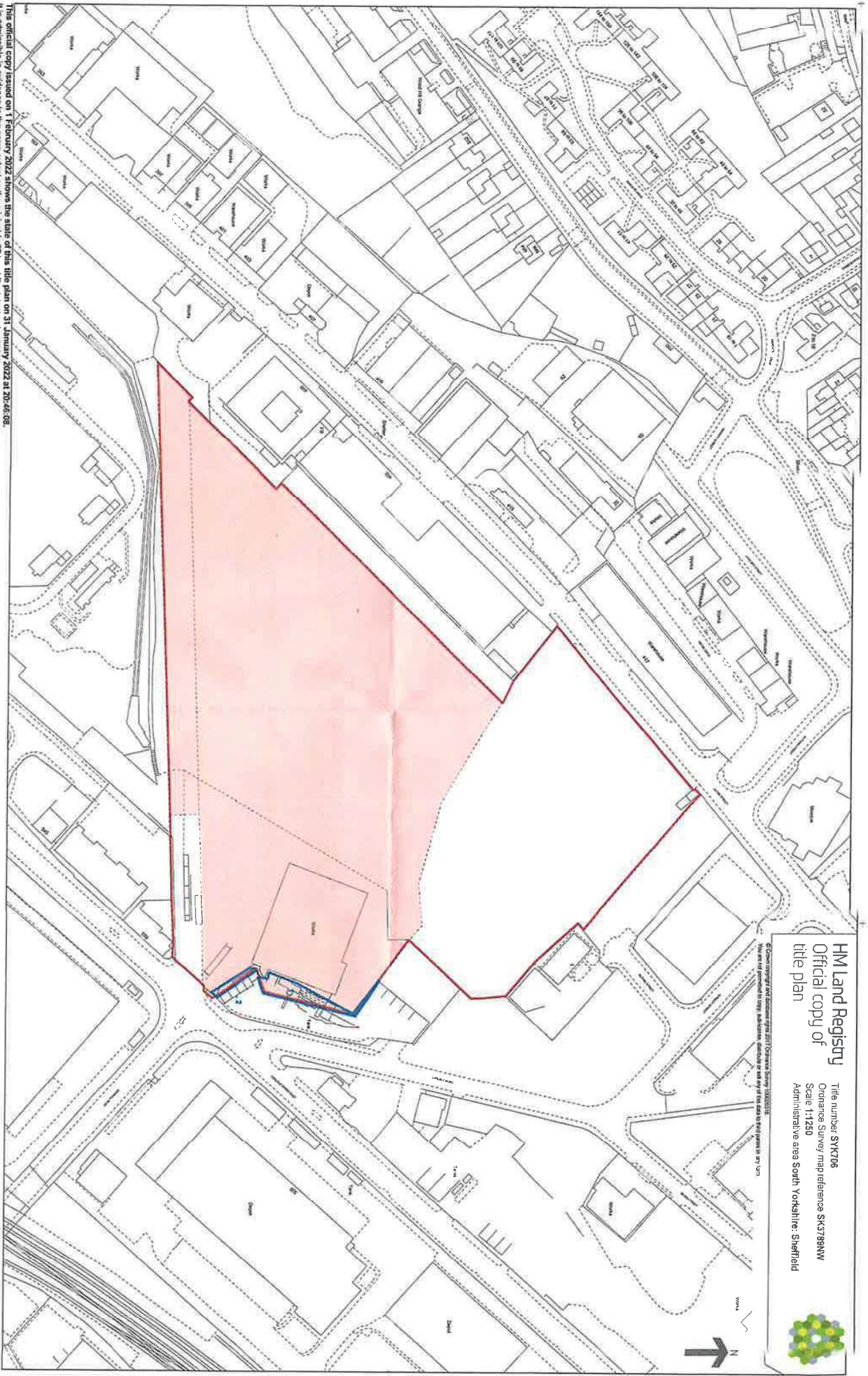
*NOTE: Copy filed.*

## Schedule of notices of leases

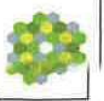
	Registration date and plan ref.	Property description	Date of lease and term	Lessee's title
1	17.05.2017 Edged and numbered 1 and 2 in blue	land on the west side of Carlisle Street, Sheffield	26.04.2016 18 years from 29 April 2012	SYK639268

NOTE: The lease includes also other land.

End of register



**HM Land Registry**  
 Official copy of  
 title plan  
 Title number SVK706  
 Ordnance Survey map reference SK379NW  
 Scale 1:1250  
 Administrative area South Yorkshire: Sheffield



© Crown Copyright and database right 2017 Ordnance Survey 100025128  
 This is an official copy of the title plan. It is not to be used for any other purpose.

This official copy issued on 1 February 2023 shows the state of this title plan on 31 January 2023 at 20:46:08.  
 It is admissible in evidence to the same extent as the original. © HM Land Registry Act 2002.  
 This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements taken on the ground.  
 This title is dealt with by HM Land Registry, Durham Office.

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# Official copy of register of title

Title number SYK222778 Edition date 24.07.2012

- This official copy shows the entries on the register of title on 01 JUL 2016 at 14:33:25.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 01 Jul 2016.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by Land Registry, Nottingham Office.

## A: Property Register

This register describes the land and estate comprised in the title.

SOUTH YORKSHIRE : SHEFFIELD

- 1 (30.05.1986) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land and buildings at the junction of Scott Street and Carlisle Street East, Sheffield.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

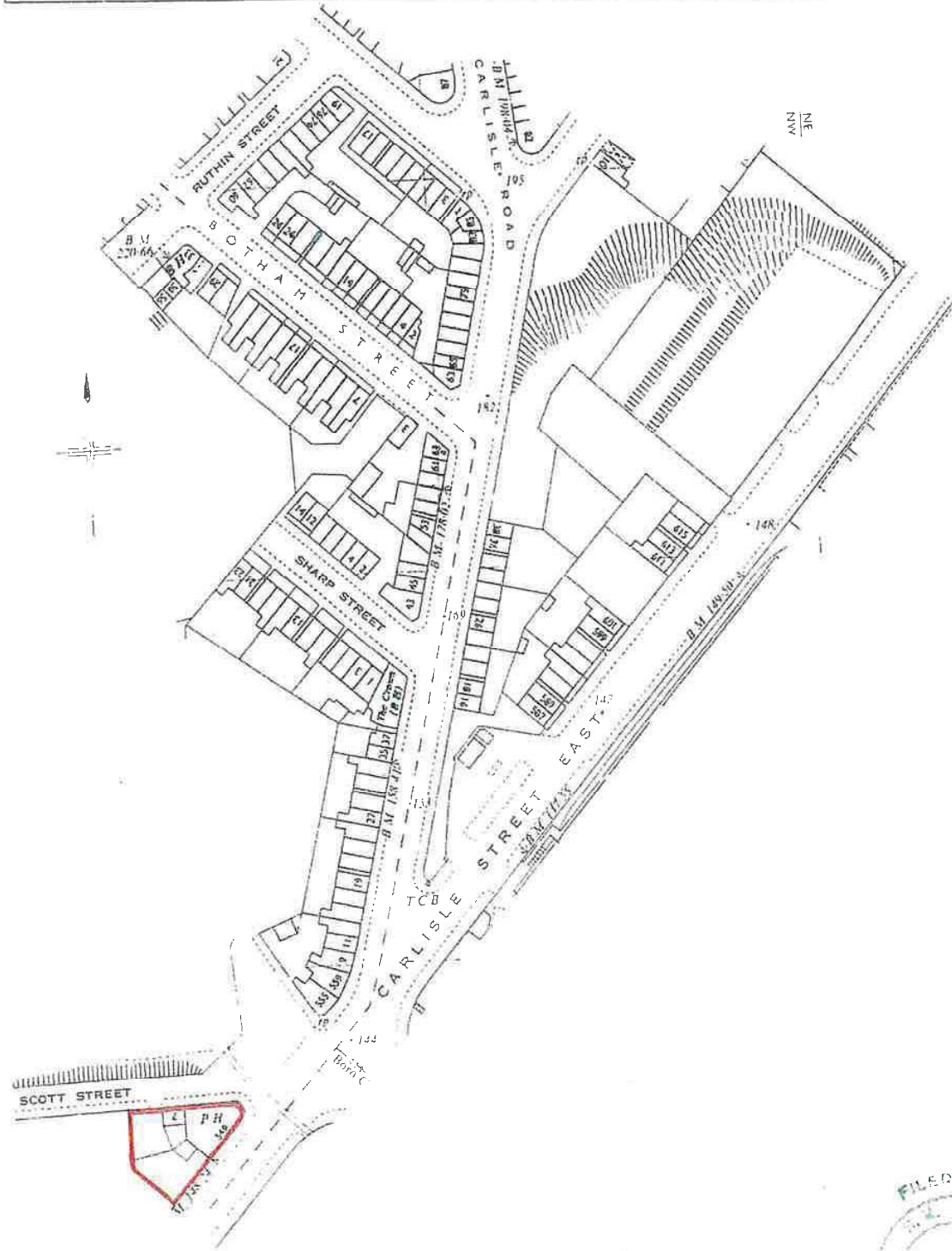
### Title absolute

- 1 (14.04.1987) PROPRIETOR: MHH CONTRACTING LTD (Co. Regn. No. 1921630) of Carlisle Street East, Sheffield S4 8DT and of rachel@mhhcontracting.co.uk.
- 2 (24.07.2012) The proprietor's address for service has been changed.

End of register



H.M. LAND REGISTRY		TITLE NUMBER	
		GVK 222778	
ORDNANCE SURVEY PLAN REFERENCE	COUNTY	SHEET	NATIONAL GRID
	SOUTH YORKSHIRE		SK 3789
Scale: 1/1250		SHEFFIELD DISTRICT	SECTION D
			© Crown copyright 1969.



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Official copy  
of register of  
title

Title number SYK376938

Edition date 24.07.2012

- This official copy shows the entries on the register of title on 25 JAN 2023 at 11:46:31.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 25 Jan 2023.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Nottingham Office.

## A: Property Register

This register describes the land and estate comprised in the title.

SOUTH YORKSHIRE : SHEFFIELD

- 1 (22.12.1989) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land lying to the North West of Carlisle Street East and on the South side of Scott Street, Sheffield.
- 2 The mines and minerals are excepted from the registration of the land edged yellow and numbered 2 and 3 in blue on the filed plan.
- 3 (05.01.1995) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of Unit 6 Carlisle Street East dated 23 December 1994 made between (1) Sheffield Development Corporation (Vendor) and (2) Parklands Developments Limited (Purchaser):-

"TOGETHER WITH the rights contained in the Third Schedule EXCEPT AND RESERVING to the Vendor and all persons authorised by the Vendor and entitled thereto the rights contained in the Fourth Schedule

.....  
..  
THE THIRD SCHEDULE  
(the Rights)

The right in common with the Vendor and all others having the like right:-

(1) To the free and uninterrupted passage and running of the Services to and from the Property through the Service Conduits which may now or in the future be laid during the Perpetuity Period in on under or over the Retained land by the Vendor or its successors in title the person exercising this right making good to the Vendor's satisfaction any damage thereby caused

.....  
..  
(3) of entry upon those parts of the Retained land not covered by buildings upon giving not less than 14 days notice in writing (or as



# A: Property Register continued

much notice as practical in case of emergency) for the purposes of laying renewing or making connections to the Service Conduits

## THE FOURTH SCHEDULE (Exceptions and Reservations)

EXCEPTING AND RESERVING unto the Vendor and its successors in title for the benefit of the Retained land and each part of it for all purposes connected with the development enjoyment and use thereof:

(1) the free and uninterrupted passage and running of the Services through the Service Conduits now constructed or at any time within the Perpetuity Period to be constructed on through or under the property and free and uninterrupted use of all Service Conduits and all electrical telephone and other wires and cables now constructed or at any time within the perpetuity period to be constructed on through or under the Property

(2) the free right (in common with all others entitled and with or without surveyors agents and workmen) at all times and from time to time upon reasonable prior notice (save in case of emergency) to enter and for so long as is necessary remain upon the property to inspect cleanse lay construct repair replace renew and make connections to and disconnections from the Service Conduits PROVIDED ALWAYS that the person exercising such right or entry shall cause as little inconvenience to the occupier of the property as is practicable in the circumstances and make good as soon as practicable to the reasonable satisfaction of the said occupier any damage caused to the property but not so as to be liable to the said occupier for any disturbance inconvenience or loss of business to it consequential on any proper exercise of the right of entry and the making good of any damage caused to the property

(d) "the Services" shall mean water soil electricity and gas

(e) "the Service Conduits" shall mean the sewers channels drains watercourses pipes wires cables electricity meters pumps fire hydrants sewerage pumping station electricity sub-station building and other service media (if any)

.....  
..

(g) "the Perpetuity Period" shall mean the period commencing from the date hereof and enduring for eighty years

(h) "the property" shall mean the land and premises described in the First Schedule

(i) "the Retained land" shall mean the land and premises described in the Second Schedule

## THE FIRST SCHEDULE (the Property)

The freehold land together with the factory units thereon forming part of Plot 4, Carlisle Street East Attercliffe Sheffield edged red and coloured pink on the Plan

## THE SECOND SCHEDULE (the Retained Land)

All that land now or formerly comprised in Title Number SYK332421"

4 (15.08.1995) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of Plot 4 Carlisle Stret East dated 20 July 1995 made between (1) Sheffield Development Corporation (Vendor) and (2) Parklands Developments Limited (Purchaser):-

"TOGETHER WITH the rights contained in the Third Schedule EXCEPT AND RESERVING to the Vendor and all persons authorised by the Vendor and entitled thereto the rights contained in the Fourth Schedule

# A: Property Register continued

## THE THIRD SCHEDULE

(the Rights)

The right in common with the Vendor and all others having the like right:-

(1) to the free and uninterrupted passage and running of the Services to and from the Property through the Service Conduits which may now or in the future be laid during the Perpetuity Period in on under or over the Retained land by the Vendor or its successors in title the person exercising this right making good to the Vendor's satisfaction any damage thereby caused

.....  
..

(3) of entry upon those parts of the Retained Land not covered by buildings upon giving not less than 14 days notice in writing (or as much notice as practical in case of emergency) for the purposes of laying renewing or making connections to the Service Conduits

## THE FOURTH SCHEDULE

(Exceptions and Reservations)

EXCEPTING AND RESERVING Unto the Vendor and its successors in title for the benefit of the Retained Land and each part of it for all purposes connected with the development enjoyment and use thereof:

(1) the free and uninterrupted passage and running of the Services through the service conduits now constructed or at any time within the Perpetuity Period to be constructed on through or under the Property and free and uninterrupted use of all Service Conduits and all electrical telephone and other wires and cables now constructed or at any time within the Perpetuity period to be constructed on through or under the Property

(2) the free right (in common with all others entitled and with or without surveyors agents and workmen) at all times and from time to time upon reasonable prior notice (save in case of emergency) to enter and for so long as is necessary remain upon the Property to inspect cleanse lay construct repair replace renew and make connections to and disconnections from the Service Conduits PROVIDED ALWAYS that the person exercising such right or entry shall cause as little inconvenience to the occupier of the Property as is practicable in the circumstances and make good as soon as practicable to the reasonable satisfaction of the said occupier any damage caused to the property but not so as to be liable to the said occupier for any disturbance inconvenience or loss of business to it consequential on any proper exercise of the right of entry and the making good of any damage caused to the property

.....  
..

(d) "the Services" shall mean water soil electricity and gas

(e) "the Service Conduits" shall mean the sewers channels drains watercourses pipes wires cables electricity meters pumps fire hydrants sewerage pumping station electricity sub-station building and other service media (if any)

.....  
..

(g) "the Perpetuity Period" shall mean the period commencing from the date hereof and enduring for eighty years

(h) "the Property" shall mean the land and premises described in the First Schedule

## A: Property Register continued

(i) "the Retained Land" shall mean the land and premises described in the Second Schedule

.....  
..

### THE FIRST SCHEDULE

(the Property)

The freehold land together with the factory units thereon forming part of Plot 4, Carlisle Street East Attercliffe Sheffield edged red and coloured pink on the Plan.

### THE SECOND SCHEDULE

(the Retained Land)

All that now or formerly comprised in Title Number SYK332421."

- 5 (05.12.1996) The land has the benefit of the following rights granted by a Transfer of the land in this title dated 29 November 1996 made between (1) Sheffield Development Corporation (the Transferor) and (2) Hague Plant Excavations Limited (the Transferee):-

"Together with the right to enter on any part of the adjoining estate road (presently owned by the Transferor) with or without workmen scaffolding and appliances for the purpose of the Transferee undertaking its obligations pursuant to Clause 3 hereof such right to cease and determine on the said estate road becoming a highway maintainable at the public expense

3. The Transferee for itself and its successors in title and other the owner or occupier of the Property or any part of parts thereof hereby covenants with the Transferor and its successors in title and assigns to forever hereafter maintain in good repair to the satisfaction of the Transferor and its successors in title and assigns the existing walls (including their abutments and piers and foundations) and shown hatched black on the Plan."

*NOTE: Copy Transfer plan filed.*

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (05.12.1996) PROPRIETOR: MHH CONTRACTING LTD (Co. Regn. No. 1921630) of Carlisle Street East, Sheffield S4 8DT and of rachel@mhhcontracting.co.uk.
- 2 (05.12.1996) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.
- 3 (24.07.2012) The proprietor's address for service has been changed.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 A Conveyance of the land edged yellow and numbered 2 and 3 in blue on the filed plan dated 17 June 1919 made between (1) Sheffield Corporation (The Corporation) and (2) John Brown & Company Limited (The Company) contains covenants details of which are set out in the schedule of restrictive covenants hereto.

## Schedule of restrictive covenants

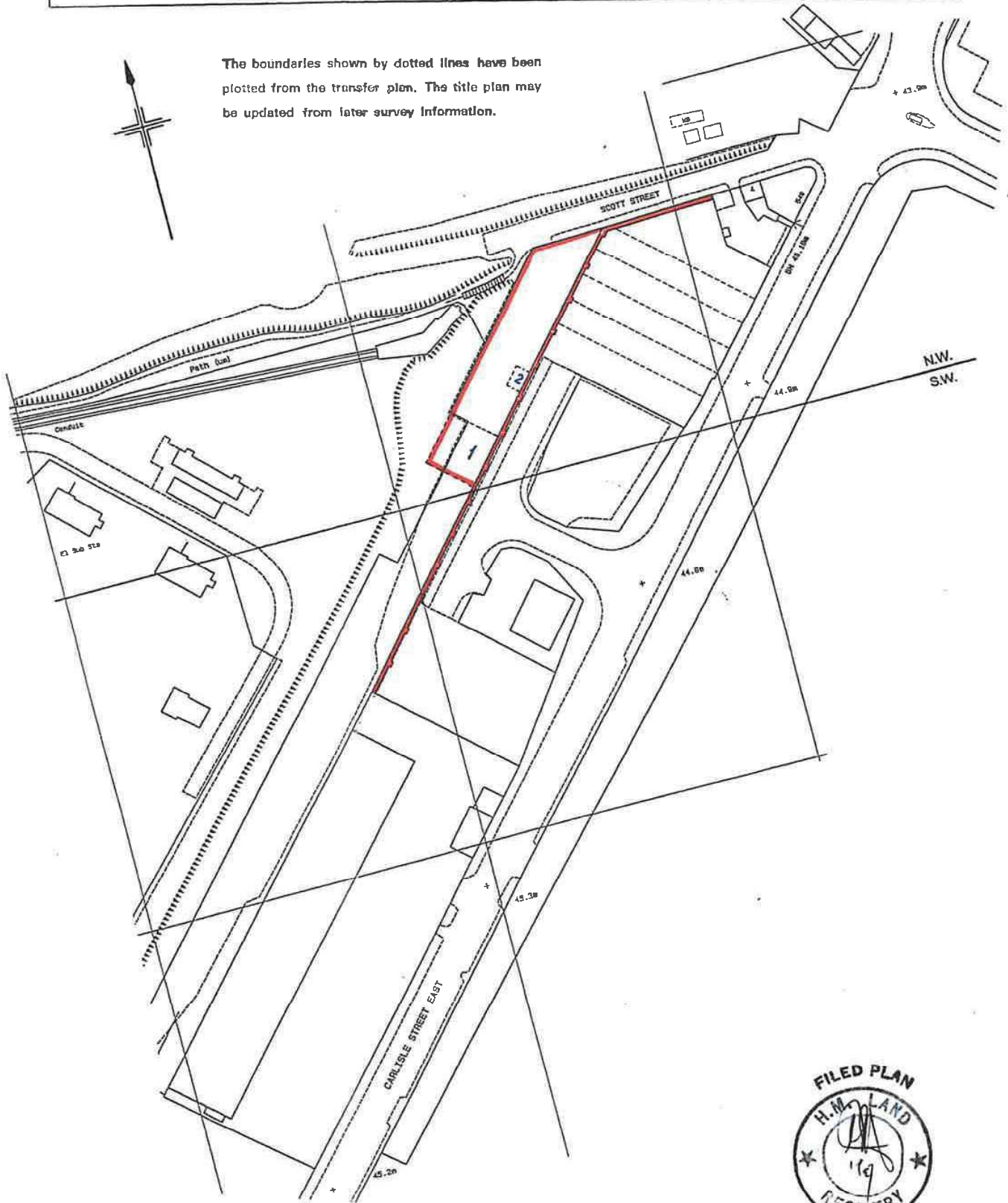
1 The following are details of the covenants contained in the Conveyance dated 17 June 1919 referred to in the Charges Register:-

"The Company for themselves their successors and assigns and with intent to bind all persons in whom the said two pieces of land or either of them shall for the time being be vested hereby covenant with the Corporation their successors and assigns as follows that is to say That the Company (a) will not make any doors windows or openings of any kind whatsoever in any buildings on either of the said two pieces of land except doors or openings communicating with the adjoining premises of the Company and except windows lights and openings in the roofs of the said building for the purpose of light or ventilation (b) will not in respect of either of the said two pieces of land acquire any right of light or way or other easement over any land of the Corporation other than as aforesaid (c) in the event of any land slip or other disturbance of or on any part of the said Recreation Ground will not make any claim against the Corporation their successors or assigns"

End of register

H.M. LAND REGISTRY		TITLE NUMBER	
		SYK 376938	
ORDNANCE SURVEY PLAN REFERENCE	SK 3789	SECTION	Scale 1/1250
COUNTY SOUTH YORKSHIRE	DISTRICT SHEFFIELD		© Crown copyright 1994

The boundaries shown by dotted lines have been plotted from the transfer plan. The title plan may be updated from later survey information.



21



IN THE CITY OF SHEFFIELD  
IN THE COUNTY OF SOUTH YORKSHIRE  
HIGHWAYS ACT 1980 - SECTION 116

BEFORE the Magistrates' Court sitting at Castle Street in and for the Sheffield Metropolitan District.

APPLICATION having been made under Section 116 of the Highways Act 1980 that the full length of the all-purpose highway known as SCOTT STREET, commencing at the junction with Carlisle Street East (shown as point A on the Order plan) and continuing for a distance of 105 metres in a westerly direction over a width of 8.9 metres, terminating at the most westerly point (shown as point B on the Order plan), subject to the reservation of a 2 metre wide footpath running along the southern boundary of Scott Street, as shown hatched black on the Plan annexed hereto, should be stopped up on the ground that it is unnecessary.

AND the Court being satisfied that the Applicant has given the Notices required by Part I of the Twelfth Schedule to the Highways Act 1980.

AND the Court having heard the Application.

AND the Court being satisfied that the said area of highway is unnecessary.

IT IS HEREBY ORDERED that the said area of highway be authorised to be stopped up for the purposes of all traffic.

DATED this 7<sup>th</sup> Day of April, 2016



JUSTICE OF THE PEACE

22



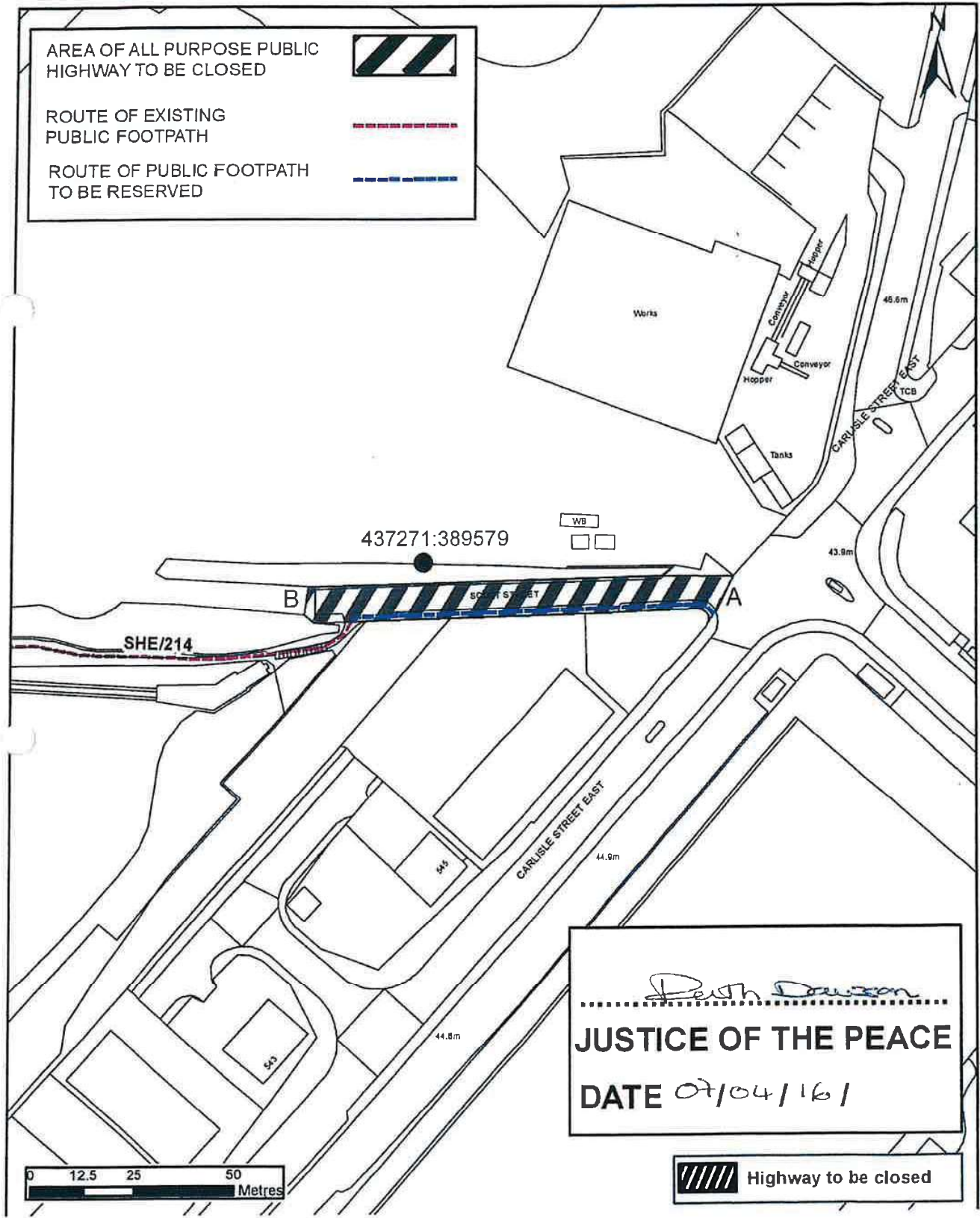


Highway Records  
 Regeneration and  
 Development Services  
 Howden House  
 Union Street  
 Sheffield  
 S1 2SH

**HIGHWAYS ACT 1980 SECTION 116  
 PROPOSED CLOSURE OF SCOTT STREET  
 IN THE GRIMESTHORPE AREA OF SHEFFIELD**

Scale: 1:1,250

AREA OF ALL PURPOSE PUBLIC HIGHWAY TO BE CLOSED	
ROUTE OF EXISTING PUBLIC FOOTPATH	
ROUTE OF PUBLIC FOOTPATH TO BE RESERVED	



23

### Traffic & Pedestrian Management Maps



24



## IMPORTANT – THIS AFFECTS YOUR PROPERTY

MHH Contracting Limited  
Prospect Farm,  
Junction of Kirk Edge Road and Burnt Hill Lane,  
High Bradfield,  
Sheffield,  
S6 6LJ

29 November 2023

Ref: Sheffield Cables Replacement Project

Dear MHH Contracting

### **THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (PITSMOOR-WINCOBANK-TEMPLEBOROUGH 275 KV CABLE REPLACEMENT SCHEME) COMPULSORY PURCHASE ORDER 2023**

As you may know, we are planning to replace the existing underground electricity cables between our substations at Pitsmoor, Wincobank and Templeborough after 55 years in service, to ensure that electricity supplies remain secure and reliable for the local area and beyond (the 'Project').

Since we last wrote to you, we have been continuing to engage with all known affected landowners and, where relevant, the occupiers, to discuss the required rights and proposals to deliver the project. Our preference will always be to secure land rights on the basis of voluntary agreement with affected landowners/occupiers, and we would like to thank you for your ongoing assistance throughout this process.

The replacement of these cables is vital to ensure that we are able to continue to provide a secure, resilient and reliable electricity supply to homes and businesses in the Sheffield and Rotherham area. That's why this project is so important and why we need to apply for a Compulsory Purchase Order (CPO) to give certainty that the project can obtain the land rights required across the entire route.

As a result we made a Compulsory Purchase Order on 23 November 2023 (the 'Order').

We have to include all of the land and rights in land we need in the Order, even if voluntary agreements are being negotiated. If negotiations with landowners to agree Heads of Terms are on-going, or where discussions with solicitors to complete the voluntary legal agreements have not completed, we will continue to negotiate in a collaborative and positive manner to conclude a voluntary agreement. Where National Grid has a completed agreement in place, it does not expect to need to rely on the CPO. This is always our preference rather than relying on powers of compulsion.

Our land referencing consultant Bell Ingram LLP recently wrote to all affected parties, to confirm the land interests that are known to us and that may be subject to the Order. **You have been identified as an affected party and therefore we are writing to provide details of the Order and where you can find the Order documents.**

## Order Documents

We enclose a notice that the Order has been made.

The Order documents (including the map of the route and the schedule of interests) and a statement of reasons explaining the need for the Order can be found by following the QR code provided or at the website address below:



**[nationalgrid.com/electricity-transmission/network-and-infrastructure/sheffield-cables](https://nationalgrid.com/electricity-transmission/network-and-infrastructure/sheffield-cables)**

The notice states the locations where a copy of the Order including all plans can be reviewed, and explains your right to object to the Order, to whom the objection should be made and by when. Copies are available on reasonable request made in writing to "Freepost National Grid SHF Cables", by email to [sheffieldcable@nationalgrid.com](mailto:sheffieldcable@nationalgrid.com) or by telephoning 0808 175 0206.

If you own, lease or occupy land within the Project area, this land will be listed in Table 1 to the Order. If you have other interests within the Project area in land that you do not own, lease or occupy (such as a right of access), this land will be listed in Table 2 to the Order. For convenience, the plots which you have an interest in are listed in an enclosed schedule and shown on the enclosed plan(s) that accompany this letter.

## Next steps

The Order will be submitted to the Secretary of State for Energy Security and Net Zero. There is a 36 day objection period commencing on Thursday 30 November 2023 in which any objections may be sent to the Secretary of State.

Any objection to the Order may be made by email to [John.McKenna@energysecurity.gov.uk](mailto:John.McKenna@energysecurity.gov.uk) (marked for the attention of Mr. John McKenna) or alternatively by post to the following address: Mr John McKenna (on behalf of The Secretary of State for Energy Security and Net Zero), The Department for Energy Security and Net Zero, Energy Infrastructure Planning, Level 3, Orchard 2, 1 Victoria Street, London, SW1A 0ET.

All objections made by email or post must be made before **Friday 05 January 2024**.

Depending on the number and nature of objections received, the Secretary of State may decide to hold an inquiry at which an Inspector will hear evidence from National Grid and any objectors before making a recommendation to the Secretary of State as to whether the CPO should be confirmed.

Separately from the objection process, if you would like to talk to someone about the Order, or if you have questions about the voluntary grant of rights, please contact us for further information at the following locations:

- Tel: 0808 175 0206 (Mon-Fri, 9-5pm, with an answer phone facility outside of these hours)
- Email: [sheffieldcable@nationalgrid.com](mailto:sheffieldcable@nationalgrid.com)
- Freepost: Freepost National Grid SHF Cables

Yours sincerely,

PP 

Gemma Harvey-Cole

Lead EPC Project Manager  
Infrastructure Development & Delivery, VIP & Cables  
**Encs.**



1. Templeborough substation to Wincobank substation
2. Wincobank substation to Pitsmoor substation

The map below shows the new planned cable routes in red.

## The cable route



## How will these works affect me?

**The cable replacement work will have no impact on power supplies in the area.**

We aim to complete our works with minimal disruption to local communities.

Due to the nature of these works and the route that the cables need to take along both residential roads and key transport corridors, some disruption to the public is unavoidable. We will, however, be doing everything possible to minimise this disruption.

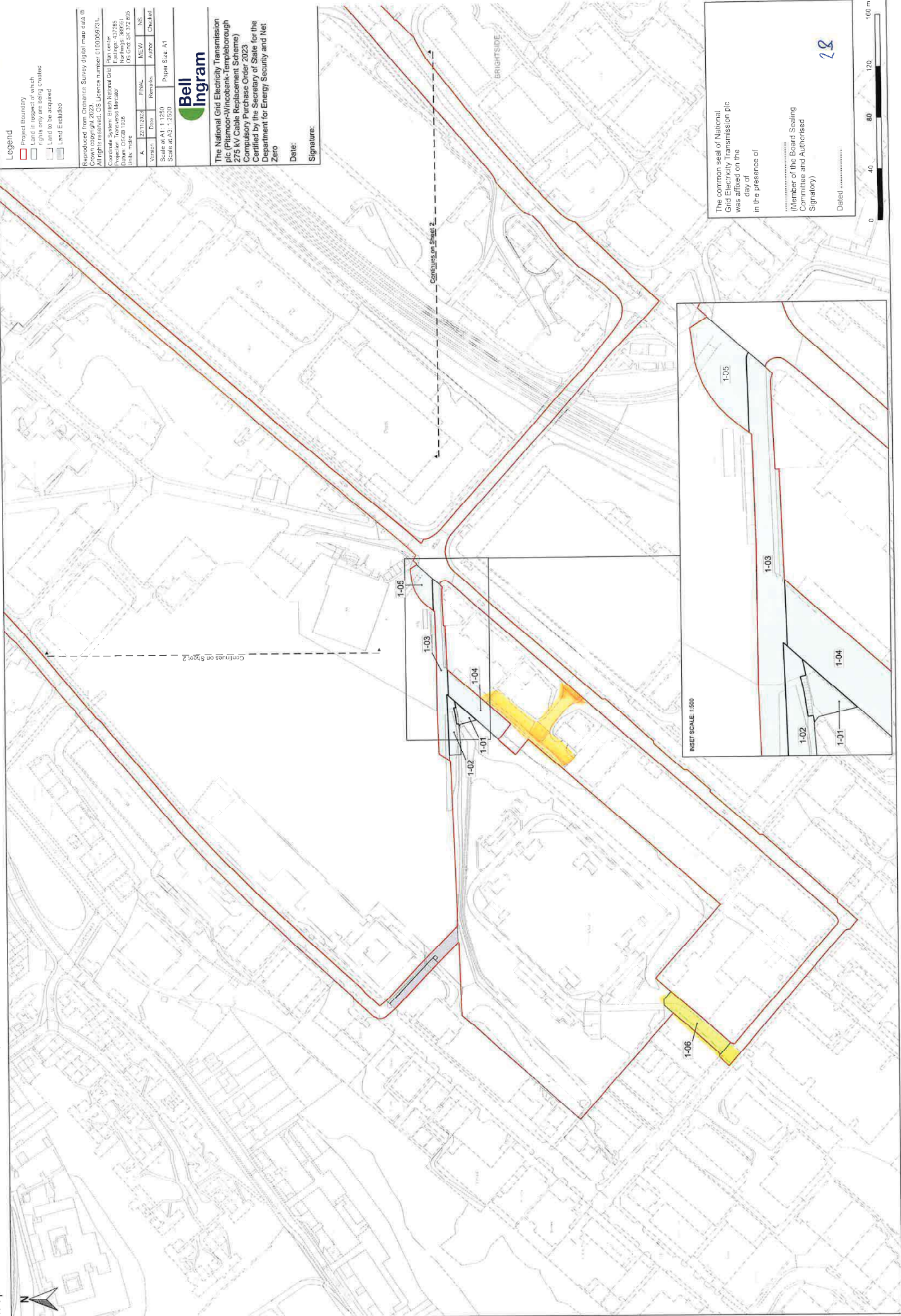
Advance notice of planned work will be provided via road signage and communications sent out to residential and business properties in the affected locations. This will allow people to plan their journeys in advance. Traffic management systems will be in place to manage traffic flows around any lane closures and to put in place diversions if necessary.

Noise, vibration and dust will be closely monitored throughout the construction period to ensure that these are kept to a minimum.

## Timescales

We are at a very early stage in the development of the project. Anticipated timescales are set out below:

27



- Legend**
- Project Boundary
  - Land in respect of which rights only are being created
  - Land to be acquired
  - Land Scattered

Reproduced from Ordnance Survey digital map data © Crown copyright 2023.  
 All rights reserved. OS Licence number 0100593215.  
 Ordnance Survey, British National Grid  
 High Centre  
 Northings: 380561  
 Eastings: 45338  
 Datum: OSGB 1936  
 OS Grid: SK 372 855  
 Units: metre

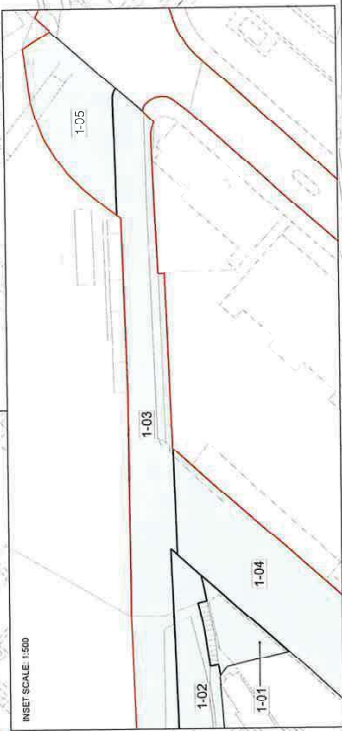
A	22/11/2023	FINAL	MEW	NS
Version	Date	Drawn	Checked	Author
Remarks: A1				
Project Size: A1				



The National Grid Electricity Transmission plc (Pitmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme) Compulsory Purchase Order 2023. Issued by the Secretary of State for the Department for Energy Security and Net Zero

Date: \_\_\_\_\_  
 Signature: \_\_\_\_\_

The common seal of National Grid Electricity Transmission plc was affixed on the day of \_\_\_\_\_ in the presence of \_\_\_\_\_  
 (Member of the Board, Sealing Committee and Authorised Signatory)  
 Dated: 28 \_\_\_\_\_





Robert Tranter  
MHH Contracting Limited  
Prospect Farm  
Junction of Kirk Edge Road and Burnt Hill Lane  
High Bradfield  
Sheffield  
S6 6LJ

08 March 2024

Ref: OBJ8

Your Ref: RIT/CST/NGRID

Dear Robert

**THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (PITSMOOR-WINCOBANK-TEMPLEBOROUGH  
275 KV CABLE REPLACEMENT SCHEME) COMPULSORY PURCHASE ORDER 2023  
LAND AT CARLISLE STREET EAST, SHEFFIELD  
PLOTS: 1-02, 1-03, 1-04 & 1-05**

We write in response to your letter of objection submitted on 05 January 2024 in relation to the above compulsory purchase order (CPO).

Thank you for taking the time to meet with us on Thursday 25<sup>th</sup> January 2024 to discuss the project in more detail and highlight the issues that need to be addressed to minimise disturbance to MHH's activities at the Carlisle Street site while the new cables are being installed. We will continue to liaise with you separately regarding these elements of the project, but we wanted to take the opportunity at this stage to respond to the points raised in your letter.

We note that you do not disagree with the purpose of the CPO and raise a number of points regarding consideration of alternative options for the cable route and the manner of implementation. We hope this response will help resolve some of these concerns and we remain hopeful that you can agree to the necessary rights for the project being granted voluntarily.

#### Project Information

We can confirm that the CPO was made on the 23<sup>rd</sup> November 2023. Apologies if there was an issue with the information you were able to view on the project website, but we can confirm that the dated CPO documents are available in that location. If you would like copies of any of the documentation to be sent directly then we would be happy to do so.

You are correct that the Statement of Reasons is dated 24<sup>th</sup> November 2023. This document details the case for the new cables. In particular, National Grid's duty under section 9 of the Electricity Act 1989 which is in place to protect the wider public interest.

#### Proposed Cable Route

Our proposal is to locate the cable in largely the same location as where the existing cables are currently situated, with the new cables being installed after the existing cables are decommissioned. The proposal is however to vary the route slightly to run straight out to Carlisle Street along the route of the footpath and former highway in order to remove the section that currently runs out across your site entrance and under

the wheel wash area. This should reduce the potential for future interference with the operations of your site.

The other cables that run through MHH's land to the north (towards Petre Street) will be decommissioned and left in situ once the new cables have been installed and are in operation, with no new cables being proposed in that location.

We have prepared and enclose a plan to show the location of the existing cables and the likely location of the proposed cable route within the CPO plots on MHH's land. Hopefully having the cable routes overlaid on this plan allows you to better understand the extent of the cables and the rights required.

However, please note that the route of the new cables should be considered as being indicative only at this stage, as the detailed design work has not yet been completed. The in-line replacement of the cables offers particular engineering challenges, as does the presence of Northern PowerGrid's high voltage cables within close proximity at the same location. For this reason the engineers are still considering the precise routing of the new cables and they may vary from what is shown on the plan albeit will be contained within the boundaries of the CPO plots.

#### Alternative Location for the Cables

The route for the replacement cables has been given a considerable amount of attention, starting with an initial review by National Grid when the project was first proposed and continuing with recent investigations and the ongoing design process with the appointed contractor. The intention to locate the replacement cable in a similar location to the existing cable has been reached for a range of reasons such as constructability and the presence of other utility equipment.

With regards to the two specific alternatives that you suggested in your letter, these have both been considered and we can provide the following feedback:

- Via Carlisle Court – This has been considered and discounted as a technically feasible option due to the presence of the existing significant retaining wall between the substation and Carlisle Street. If this route was chosen it would require the installation of the cables at significant depth under that part of the retaining wall with also a significant risk of potential impact to the retaining wall. This option would still require work in MHH's land to decommission the cables and would also have impacts on the other users of the land at Carlisle Court.
- Via Garter Street – This has been considered and is a sub-optimal solution as the existing access road, which is unadopted, contains both National Grid and Northern PowerGrid services limiting the available space for installation. Within the substation, the access to the operational land is also limited by the existing Northern PowerGrid building and would require unacceptably tight bends on the cables to access around the existing infrastructure. Additionally, from an operational perspective the site only has one entry and exit and any restrictions imposed by these works could introduce safety and operational risk to the site and supplies. As with the above option, this would still require work in MHH's land to decommission the current cables.

Despite the concerns highlighted above, we have however retained an alternative option to utilise the land at Garter Street should there be any unavoidable engineering issues on the preferred route through MHH's land, such as may be identified during the ground investigation surveys for the project. This alternative route is currently not the preferred route option for the cable.



I hope that the above adequately answers each of the points that you have raised in your objection letter. However, if you need any additional information or would like clarification on any of the points raised, then we would be happy to discuss this further.

In particular, we would appreciate if you can confirm if the responses provided above are sufficient to allow you to withdraw your objection to the CPO. Please let us know if you require any further information to be able to withdraw the objection.

Yours sincerely,



Neal Salomon

Consultant Land Officer  
Bell Ingram on behalf of National Grid  
**Encs.**

## Extent of Rights Required

Your comments are noted regarding the extent of the rights included within the CPO relative to the existing easement rights.

We do not consider that the rights in the CPO considerably exceed those existing rights and the ones included are necessary for the installation of the proposed cables as well as decommissioning of extant cables.

The extent of the plots in the CPO includes all land expected to be required for permanent rights for the new cables, temporary construction rights and rights to decommission the existing cables. The existing easement in this location already provides National Grid with permanent rights to retain the cables in the land and would also allow National Grid to occupy additional temporary working space as required for any maintenance, repair or decommissioning.

## Disruption to the use of the land

Our discussion on site recently was very useful and it is accepted that the location where the cables are proposed to be installed is part of a critical access for MHH to the site. It is National Grid's intention to continue to work with you to manage the interaction of the project with MHH's operations and to minimise any disturbance caused.

A key part of this will be to investigate the options to manage MHH vehicles entering the site. We are reviewing the proposed costings provided for MHH to install a temporary haul road and will respond to you separately regarding this. We will need to arrange for our contractor to verify the costs and I will contact you if we need any additional information as part of this process.

Due to the significant costs associated with the temporary haul road, we will also continue to consider any alternative opportunities to manage the vehicle movements during our works. You advised on site that you are restricted from utilising the alternative site access/egress point to Ruthin Street and one option we would like to explore with the local authority would be to seek an agreement for them to lift this restriction to avoid the need for such an extensive temporary road construction.

If we can reach agreement on the haul road or any alternative vehicle management solution, we would hope that your concerns about the impact on the business can be alleviated.

## Manner of Implementation of the CPO

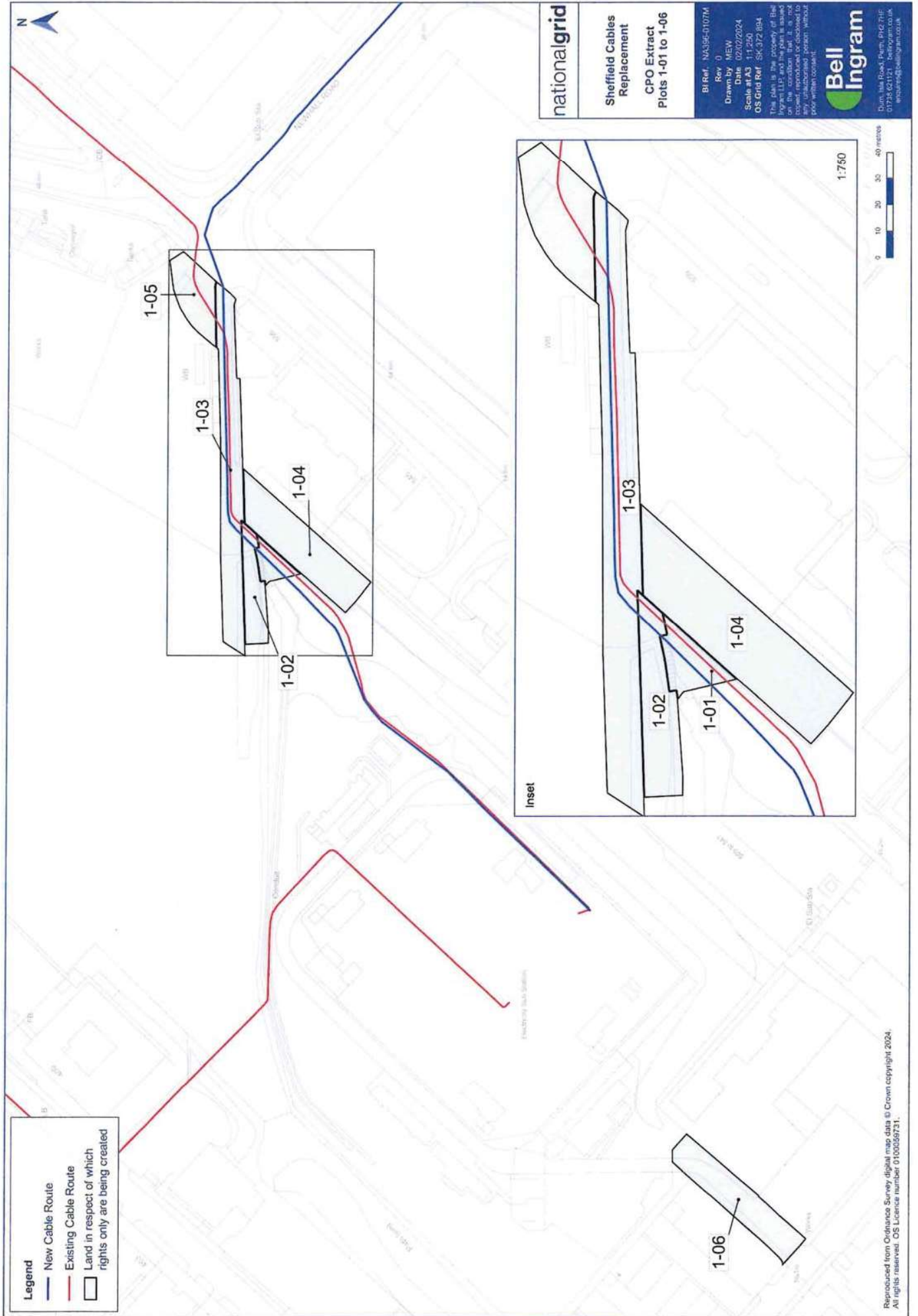
It is our opinion that the rights sought within the CPO are reasonable and that the implementation of the CPO has followed the correct procedures.

## Variation to the Existing Easement

We remain committed to negotiating voluntary rights for the project where possible. We have previously issued proposed terms for an option to vary the existing easement and I enclose copies of those terms with the hope that you can consider them further.

Briefly, the terms will allow National Grid to enter onto the land to install the replacement cable and decommission the existing cable. We would then vary the easement to reflect the new location of the cables once the specific as-built location has been confirmed.





Version: 2  
Date of Issue: 20/04/2023

**Deed of Variation to change the plan attached to an existing agreement in respect of an agreement to lay electric cables at Scott Street, Sheffield.**

**Confidential and Subject to Contract**

<b>1</b>	<b>Date</b>	20/04/2023
<b>2</b>	<b>Grantor(s)</b>	MHH Contracting Ltd, Prospect Farm, Kirk Edge Road, High Bradfield, Sheffield, S6 6LS
<b>3</b>	<b>Grantee</b>	National Grid Electricity Transmission plc, 1-3 Strand, London WC2N 5EH ("NGET")
<b>6</b>	<b>Grantor's Agent</b>	TBC
<b>7</b>	<b>Grantor's Solicitor</b>	TBC
<b>4</b>	<b>Grantor's Land</b>	Land at Scott Street, Sheffield
<b>5</b>	<b>Existing Agreement</b>	Agreement relating to land at Scott Street, Sheffield dated 16 <sup>th</sup> January 2019 between (1) MHH Contracting Limited and (2) National Grid Electricity Transmission plc registered against title number SYK706.
<b>8</b>	<b>Plan</b>	Drawing Ref: NA396/0107M/NG/EAP/1003 attached to these Heads of Terms.
<b>9</b>	<b>Payment</b>	£1,000 (one thousand pounds)  Consideration payable in two instalments as set out below: <ul style="list-style-type: none"> <li>• £500 upon completion of the Option Agreement</li> <li>• £500 upon completion of the Deed of Variation</li> </ul>
<b>10</b>	<b>Key terms in the Deed of Variation</b>	The Grantor and the Grantee agree to vary the Existing Agreement as follows: <ol style="list-style-type: none"> <li>(1) The Plans 1 &amp; 2 annexed to the Existing Agreement shall be replaced with updated Easement &amp; Access Plans.</li> <li>(2) The depth at which the equipment authorised by the Existing Agreement shall be laid shall be varied to a depth which is suitable to maintain and protect National Grid's assets, whilst not interfering with the Grantor's assets or use.</li> <li>(3) Ability to amend the Schedule and Definitions to reflect any changes as a result of the works and any decommissioned assets.</li> </ol>



Version: 2  
Date of Issue: 20/04/2023

11	<b>Option</b>	The grant of the Deed of Variation will be preceded by the grant of an Option which will allow the Grantee to call for the completion of the Deed of Variation within 5 years of the date of completion of the Option.
12	<b>Option Area</b>	All land shaded blue on The Plan required for the temporary construction activities including essential working space.
13	<b>Key terms in the Option</b>	<p>The Grantor and the Grantee agree to the following key terms:</p> <ol style="list-style-type: none"> <li>(1) The Grantee shall have the option to complete the Deed of Variation.</li> <li>(2) The Option shall be exercised by the service of a notice of entry for construction within the Option Period.</li> <li>(3) The Option will contain rights to enter the Grantor's Land for the purposes of construction and associated works and to carry out all works required by the Grantee to construct lay render operational and use the Cable Equipment including without limitation ancillary works of excavation, construction of temporary access roads, to make safe and good any retaining walls or structures, resurfacing, protecting, testing and drainage works including any de-watering works until completion of the Deed of Variation.</li> <li>(4) Completion of the Deed of Variation will take place once the infrastructure has been constructed and the as built plans showing the route of the cable are available.</li> <li>(5) The Option contains an irrevocable power of attorney clause appointing the Grantee as attorney to execute the Deed of Variation. This is to ensure that the variation is completed.</li> <li>(6) The Option will contain some obligations on the Grantor in relation to the Option Area. During the Option Period the Grantor is not to carry out activities within the Option Area that may prejudice or interfere with the rights to be acquired by the Grantee, unless they have prior written consent of the Grantee (not to be unreasonably withheld). These activities include but are not limited to, construction of any buildings, development of land for any purpose other than the existing agricultural use, land drainage works, tree or hedgerow planting, excavations, installation of roads or access tracks, installation of dykes, ditches or hard boundaries, piling, installation of renewable energy technology and any other work which would constitute development of the land forming the Option Area.</li> <li>(7) The Grantor will not make any objection in respect of any planning application or Compulsory Purchase Order application which is submitted by the Grantee, and will use all reasonable endeavours to assist the Grantee, where required, in obtaining any relevant permission.</li> <li>(8) In the event of a disposal of the Grantor's Land the Grantor will grant the Grantee a deed of covenant in the form attached to the Option Agreement. This obligation will be protected by a restriction on the register of title of the Grantor's Land or as a land charge.</li> </ol>

Version: 2  
Date of Issue: 20/04/2023

		(9) The Option will contain a licence for the Grantee on prior notice to enter the Grantor's Land for the purposes of undertaking reasonable surveys and measures.
<b>14</b>	<b>Compensation</b>	The Grantee will be responsible for compensating the Grantor in accordance with the provisions of the Electricity Act 1989, for all reasonable disturbance and costs incurred as a direct result of the project. This will include time incurred clearing part of the site at National Grid's request or costs associated with constructing a temporary haul road.
<b>15</b>	<b>Grantor's Professional costs</b>	On exchange of the Option, the Grantee shall pay to the Grantor the Grantor's reasonable and proper professional fees in accordance with National Grid's "Payment of Surveyors Fees" document.
<b>16</b>	<b>Grantor's Solicitors costs</b>	On exchange of the Option, the Grantee shall pay to the Grantor the Grantor's reasonable and proper legal fees in relation to the negotiation and exchange of the Option and Deed of Variation.

Signed .....

Date: .....

For and behalf of Grantor

Signed .....

Date: .....

For and behalf of Grantee





**nationalgrid**

Sheffield Cables Replacement

MHH Contracting Limited

Option Plan

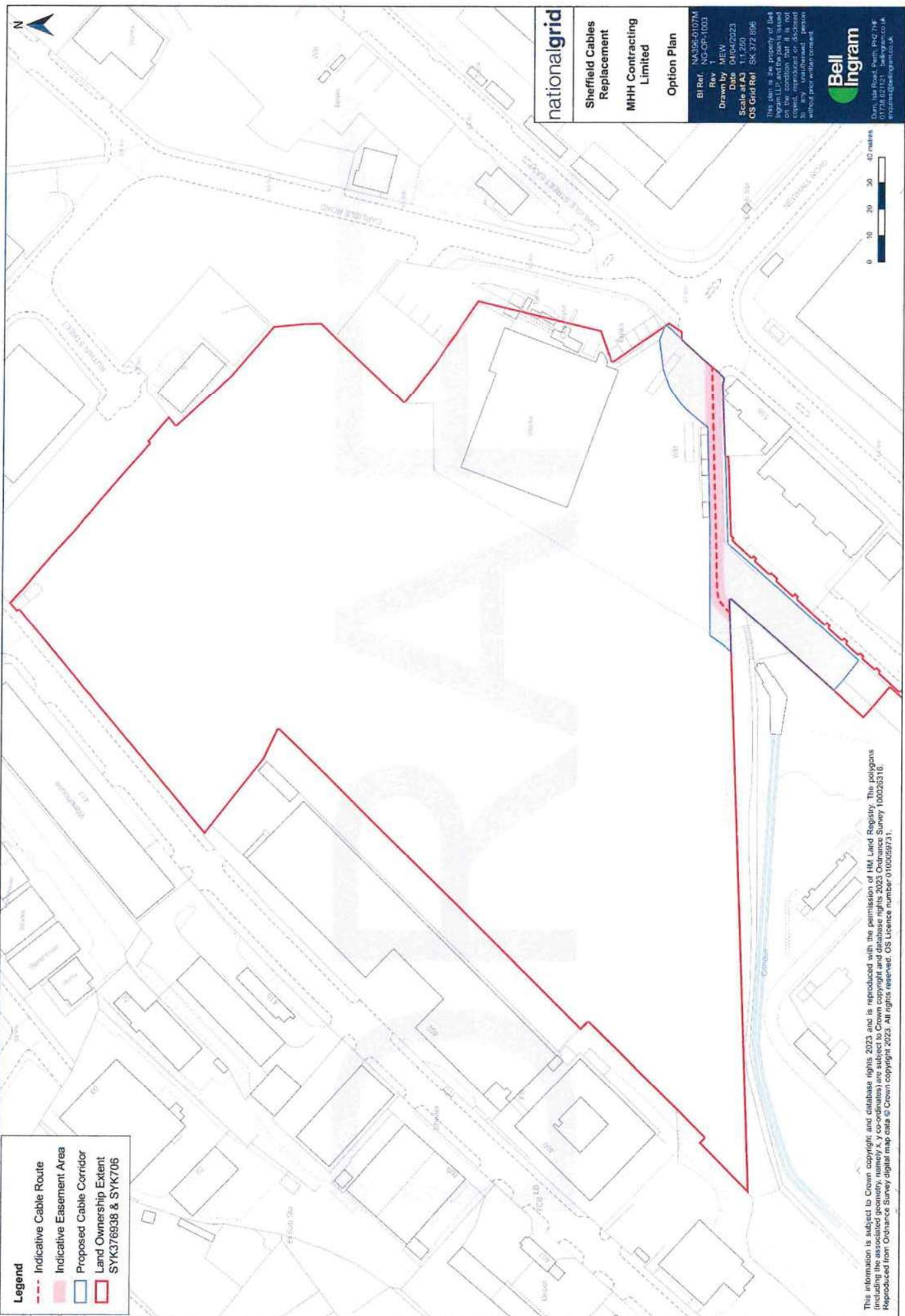
BI Ref: NAS06407M  
Rev: NG-OP-1003  
Rev 1

Drawn by: MEW  
Date: 04/04/2023  
Scale at A3: 1:1,250  
OS Grid Ref: SK 372 896

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**Bell Ingram**

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01733 611131 | bell@bellingham.co.uk  
enquiries@bellingham.co.uk



**Legend**

- Indicative Cable Route
- Indicative Easement Area
- Proposed Cable Corridor
- Land Ownership Extent  
SYK376938 & SYK706

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OBJ9  
Mr J. M. Windle



## Grace Billings

---

**From:** Mckenna, John (Energy Security) <John.McKenna@energysecurity.gov.uk>  
**Sent:** 12 January 2024 09:17  
**To:** Jonathan Bower; Grace Billings  
**Subject:** FW: objection to purchase of plot 1-06

**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Morning,

Can we now regard this objection as OBJ9.

Thanks.



Department for  
Energy Security  
& Net Zero

John McKenna  
Head of Network Planning team  
Energy Infrastructure Planning Delivery Team  
Energy Development  
Tel: 07920 150 513  
[John.McKenna@energysecurity.gov.uk](mailto:John.McKenna@energysecurity.gov.uk)  
3-8 Whitehall Place

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**From:** Jeffrey Martyn Windle <jm.windle@yahoo.com>  
**Sent:** Tuesday, December 5, 2023 10:14 AM  
**To:** john.mckenna@energysecurity.gov.uk; Mckenna, John (Energy Security) <John.McKenna@energysecurity.gov.uk>; johnmckenna@energysecurity.gov.uk  
**Subject:** Fw: objection to purchase of plot 1-06

----- Forwarded message -----

**From:** Jeffrey Martyn Windle <[jm.windle@yahoo.com](mailto:jm.windle@yahoo.com)>  
**To:** [johnmckenna@energysecurity.gov.uk](mailto:johnmckenna@energysecurity.gov.uk) <[johnmckenna@energysecurity.gov.uk](mailto:johnmckenna@energysecurity.gov.uk)>  
**Sent:** Thursday, 30 November 2023 at 13:17:25 GMT  
**Subject:** objection to purchase of plot 1-06

i am writing to object to the purchase of the land off garter street sheffield, by sheffield cable , which i have used since 1995 & have a containers vehicles skips & the entrance to my company, (commercial vehicle repair) .also part of the land is owned as part of my building & not part of this plot as marked out by national grid.(os licence number 0100059731)as this the access in to my building for the vehicle coming for repair.i have no objection to them from coming across the land with there cables but i do wish to continue to us this land as part of my business.

at no point did they tell me that they are trying to take this land & stop my use of it, as i would have applied for ownership my self as it has been fenced of for 10yr plus & used by me from1995 with no objection from anyone over the years.

yours

Mr JM Windle  
Commercial & Plant Services  
Garter Street  
Sheffield  
S4 7QX

08 March 2024

Ref: OBJ9

Dear Mr Windle

**THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (PITSMOOR-WINCOBANK-TEMPLEBOROUGH  
275 KV CABLE REPLACEMENT SCHEME) COMPULSORY PURCHASE ORDER 2023  
LAND AT GARTER STREET, SHEFFIELD  
PLOTS: 1-06**

We write in response to your objection submitted by email on 30 November 2023 in relation to the above compulsory purchase order (CPO).

As discussed when we met at your property in December 2023 and over our recent email correspondence, the CPO will not provide National Grid with the power to purchase and own the land off Garter Street, which has been included within the CPO. It is included only in respect of new rights for National Grid in addition to any existing rights they may have.

The area included within the CPO (plot 1-06) is currently used as an access to National Grid's Pitsmoor Substation as well as being used for storing vehicles, skips and other equipment as part of your business. It is noted that your objection is not against National Grid crossing the land or laying cables, but instead is an objection against the prospect of National Grid purchasing the land. The CPO would not allow National Grid to purchase this land.

The project intends to replace the existing cables at the opposite side of the substation with new cables and would require no construction within the land in question. However, we have included the rights in the CPO as there may be an engineering reason why the cables cannot be installed in their existing location and may need to be situated along the access to the substation from Garter Street. If this is the case, we will liaise with you about maintaining access to your property throughout any temporary period of cable installation, but National Grid would still not seek (or be entitled) to purchase the land pursuant to the CPO.

I hope that the above adequately answers your concern about the CPO. However, if you need any additional information then we would be happy to discuss this further. In particular, we would appreciate if you can confirm that you would be willing to withdraw your objection to the CPO as National Grid will not be purchasing the land. Please let us know if you require any further information to be able to withdraw the objection.

Yours sincerely,



Neal Salomon

Consultant Land Officer  
Bell Ingram on behalf of National Grid



OBJ10  
South Yorkshire Mayoral Combined  
Authority (SYMCA)

**THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (PITSMOOR-WINCOBANK-  
TEMPLEBOROUGH 275 KV REPLACEMENT SCHEME) COMPULSORY PURCHASE ORDER 2023 (“the  
Order)**

**OBJECTION OF SOUTH YORKSHIRE MAYORAL COMBINED AUTHORITY (“SYMCA”) CONCERNING  
PLOTS 5-01, 5-01a, 5-04, 5-19, 5-24 AND 5-40**

Objections are made on the following basis;

**Plots 5-01 and 5-01a**

SYMCA is the freehold owner of this land which comprises a public footpath that gives access from Tyler Street to the railway station at Meadowhall and an area of well-established scrub land. There is an existing legal easement between SYMCA and the promoter of the Order which enables decommissioning of existing cables and the ability to either remove the cables or retain the decommissioned cables in situ. The promoter has advised, however, depending on how the design of the project proceeds and the extent to which the adjoining cables through the operational railway land are removed, that there may be a requirement to instal cable drainage pits at certain locations.

Negotiations are now progressing to vary the existing easement to allow the flexibility for this requirement, and potentially to undertake additional works to facilitate the removal of the cables. If terms are agreed to vary the rights voluntarily, then the objection relating to these plots will be withdrawn once the variation of easement has been completed.

**Plot 5-04**

SYMCA is occupier of part of this land which comprises land which is part of the rail station car park area. SYMCA is currently consulting Network Rail to ensure that all operational interests are suitably protected and is awaiting a response. If the outcome of those discussions is satisfactory this objection will be withdrawn.

**Plots 5-19, 5-24 and 5-40**

These plots include land occupied by SYMCA and is land either upon which the South Yorkshire Supertram system operates or where it is in close proximity to that operation.

SYMCA is now in discussion with the promoter to ensure that the operation, safety and integrity of the tram system is sufficiently protected both during the proposed construction phase and in the future with regards access and maintenance.

The South Yorkshire Supertram system is operated on behalf of SYMCA by South Yorkshire Supertram Limited (SYSL), trading as Stagecoach Supertram. SYSL have specific requirements for parties working on or close to the tram system which must be followed; this ensures the works can be completed in a safe manner, avoiding risks to both the party carrying out the works and users of the tram system. The promoter will need to agree to follow such processes outlined by SYSL and any future operator during the construction period and into the future with regards access, maintenance and renewal/decommissioning. If suitable assurances and/or terms can be agreed voluntarily then this objection can be withdrawn.



SIGNED ON 20<sup>TH</sup> DECEMBER 2023 BY LORRAINE GANDY  
(SENIOR SOLICITOR, SOUTH YORKSHIRE MAYORAL COMBINED AUTHORITY)



OBJ11  
Forged Solutions Group

## Grace Billings

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**From:** Mckenna, John (Energy Security) <John.McKenna@energysecurity.gov.uk>  
**Sent:** 12 January 2024 09:21  
**To:** Jonathan Bower; Grace Billings  
**Subject:** FW: Sheffield Cables Replacement Project  
**Attachments:** National grid.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Hi,

Can we now regard this as OBJ11.

Thanks.



Department for  
Energy Security  
& Net Zero

John McKenna  
Head of Network Planning team  
Energy Infrastructure Planning Delivery Team  
Energy Development  
Tel: 07920 150 513  
[John.McKenna@energysecurity.gov.uk](mailto:John.McKenna@energysecurity.gov.uk)  
3-8 Whitehall Place

---

**From:** Baguley, Peter <Peter.Baguley@forged-solutions.com>  
**Sent:** Thursday, January 4, 2024 4:32 PM  
**To:** Mckenna, John (Energy Security) <John.McKenna@energysecurity.gov.uk>  
**Subject:** Sheffield Cables Replacement Project

For The Attention of Mr John McKenna  
In repose to the attached document.

We would like to put in a holding objection to ensure any work carried out on the land is mutually agreed by private treaty.

From the provisional scope we have some concerns over the suggested works.

Regards,

**Peter Baguley** | Procurement Operations Manager



Forged Solutions Group Ltd

Meadowhall Road | Sheffield | South Yorkshire | S9 1HD | UK

**Office:** +44 (0) 114 219 3116 | **Mobile:** +44 (0) 770 282 6251 | **Email:** [peter.baguley@forged-solutions.com](mailto:peter.baguley@forged-solutions.com)

[www.forgedsolutionsgroup.com](http://www.forgedsolutionsgroup.com)

Peter Baguley  
Forged Solutions  
Meadowhall Road  
Sheffield  
S9 1HD

16 April 2024

Ref: OBJ11

Dear Peter

**THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (PITSMOOR-WINCOBANK-TEMPLEBOROUGH  
275 KV CABLE REPLACEMENT SCHEME) COMPULSORY PURCHASE ORDER 2023  
LAND AT MEADOWHALL ROAD  
PLOTS: 5-11, 5-12, 5-14**

Further to our recent correspondence and telephone conversation, we write in response to your objection submitted by email on 04 January 2024 in relation to the above compulsory purchase order (CPO).

We can confirm that it is National Grid's preference to secure the rights for the decommissioning works by mutual agreement. We have proposed that this can be achieved by a variation to the existing easement, or a replacement of that easement and our recent email provided these proposed terms.

It is appreciated that you would like to discuss any proposed amendment to the easement terms with the legal advisors for Forged Solutions. As discussed, National Grid will reimburse your solicitor's reasonable costs associated with this work and we will request that National Grid's solicitor contacts them directly to commence these discussions as soon as you are able to provide contact details.

As you are aware, the existing cables running through the land will be decommissioned and the replacement cables will be installed along a different route on alternative land not owned by Forged Solutions. The precise details of the decommissioning activities are still being confirmed, therefore it would be useful to meet at your earliest convenience so that any remaining concerns you may have can be considered when developing the detailed design of the scheme.

I hope that the above adequately answers your concerns about the CPO. However, if you need any additional information then we would be happy to discuss this further. Please let us know if you require any further specific information to be able to withdraw the objection.

Yours sincerely,



Neal Salomon

Consultant Land Officer  
Bell Ingram on behalf of National Grid

Tel: 07709 412176  
Email: neal.salomon@bellingham.co.uk