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**THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (SCOTLAND TO ENGLAND
GREEN LINK 2) COMPULSORY PURCHASE ORDER 2023**

STATEMENT OF CASE

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

NATIONAL GRID ELECTRICITY TRANSMISSION PLC

ELECTRICITY ACT 1989

CMS Cameron McKenna LLP
Cannon Place
78 Cannon Street
London
EC4N 6AF
T +44 20 7367 3000
F +44 20 7367 2000
cms.law

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1. INTRODUCTION

- 1.1 National Grid Electricity Transmission plc (**NGET**) is the holder of an electricity transmission licence (the **Transmission Licence**) (CD F.1), granted pursuant to section 6(1)(b) of the Electricity Act 1989 (the **1989 Act**) (CD A.7).
- 1.2 NGET owns and maintains the high voltage electricity transmission network in England and Wales. In England and Wales, the high voltage electricity transmission system operates at 275,000 volts (275kV) and 400,000 volts (400kV), comprises some 7,000 route kilometres of overhead lines, over 600km of underground cable and over 320 substations. At the substations, generation is connected to the system and the primary transmission voltage of 400kV or 275kV is transformed to lower voltages. The lower voltage electricity is taken by regional electricity companies who supply it to industrial, commercial and domestic users across the UK.
- 1.3 NGET is promoting and developing proposals for a subsea High Voltage Direct Current Link (**HVDC**) between Peterhead in Aberdeenshire and Drax in North Yorkshire (**Project**). The Project has been proposed in partnership with Scottish and Southern Electricity Networks (**SSEN**) which is the transmission owner for northern Scotland and responsible for the onshore and offshore aspects of the project in Scotland.
- 1.4 The primary objective of the Project is to reinforce the electricity network and increase transmission network capability between Scotland and northern England by 2029 in order to enable the efficient and economic transmission of electricity. The benefits of the Project are that it provides this reinforcement and provides resilience to the electricity network, addressing the current boundary constraints and transmitting renewable energy produced in Scotland to the English national electricity system.
- 1.5 The Project comprises the following components:
 - 1.5.1 **Scottish Onshore Scheme:** A converter station located to the south of Peterhead, Aberdeenshire. There will be approximately 1 km of buried HVDC cable between the converter station and a landfall at Sandford Bay at Peterhead. The converter station will be connected to an adjacent substation by approximately 1 km of High Voltage Alternating Current (**HVAC**) cable. The substation connects the Project to the existing transmission system;
 - 1.5.2 **Marine Scheme:** Approximately 436 km of subsea HVDC cable from Sandford Bay at Peterhead to the East Riding of Yorkshire coast at Barmston Sands, near Fraisthorpe of which 150 km is located in Scottish waters before entering English waters for the remainder of the Project. The Marine Scheme is being developed jointly by NGET and SSEN who have submitted marine licence applications to the Marine Scotland Licensing Operations Team (**MS-LOT**) and the Marine Management Organisation (**MMO**); and
 - 1.5.3 **English Onshore Scheme:** Approximately 69 km of underground HVDC cable from the landfall at Fraisthorpe through East Riding of Yorkshire, across the River Ouse into Selby District to a converter station at Drax, adjacent to the Drax Power Station. The

converter station will be connected to the existing substation at Drax, the Drax Power Station. The existing substation at Drax Power Station will be connected to the converter station by approximately 500m of High Voltage Alternating Current (**HVAC**) cable. The substation connects the Project to the existing transmission system.

1.6 NGET has made The National Grid Electricity Transmission plc (Scotland to England Green Link 2) Compulsory Purchase Order 2023 (the **Order**) (CD D.1) under the provisions of the 1989 Act. The Order has been made in order to acquire the compulsory acquisition of land and rights necessary to deliver the English Onshore Scheme components of the Project. In summary, the Order will authorise the acquisition of the:

1.6.1 land required to construct and operate the new converter station;

1.6.2 rights required to install, construct, use, inspect, maintain, repair, protect, alter, renew, remove and decommission the underground electricity cables and associated infrastructure;

1.6.3 rights required in relation to access, drainage and landscaping; and

1.6.4 rights required in relation to construction compounds.

1.7 Following the making of the Order, a number of objections were submitted to the Secretary of State. The Secretary of State has caused an Inquiry to be held in accordance with The Compulsory Purchase (Inquiries Procedure) Rules 2007 (the **CPO Inquiries Rules**) (CD A.14).

1.8 This is the Statement of Case for the Order pursuant to Rule 7(1) of the CPO Inquiries Rules. This Statement of Case has been prepared in accordance with Sections 36 and 12 of the DCLG's: Guidance on Compulsory Purchase Process and the Crichel Down Rules (the **CPO Guidance**) (CD B.6), which provides guidance on the content of a Statement of Reasons and a Statement of Case and recognises that the Statement of Reasons should be used as a basis for the Statement of Case.

1.9 Powers of compulsory acquisition pursuant to the Order will only be justified where it can be demonstrated that there is a compelling case in the public interest for the exercise of such powers of compulsory acquisition.

1.10 This Statement of Case sets out NGET's justification for seeking compulsory purchase powers within the Order. This Statement of Case also demonstrates that the public benefits of the Project outweigh the private rights affected and that there is a compelling case in the public interest for the exercise of the powers of compulsory acquisition included within the Order.

1.11 Section 12 of this Statement of Case sets out NGET's detailed response to the objections made to the Order.

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

2. ENABLING POWERS

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

- 2.2 The Order is made pursuant to section 10 and schedule 3 to the 1989 Act (CD A.7).
- 2.3 Section 10 of the 1989 Act provides that schedule 3 to the 1989 Act has effect in relation to the holder of an electricity transmission licence. Paragraph 1(2) clarifies that licence holders are authorised to acquire rights in land as well as the title to land, and that this can be done by creating new rights as well as by acquiring existing rights. Section 10 and Schedule 3 of the 1989 Act empower NGET “*to purchase compulsorily any land (including rights in land) required for any purpose connected with the carrying on of the activities which (NGET) is authorised by (its) licence to carry on.*”
- 2.4 For these purposes, paragraph 1(2) of schedule 3 to the 1989 Act makes it clear that NGET can compulsorily acquire any right over land in addition to the compulsory acquisition of land, and that this extends to the creation of new rights as well as the acquisition of existing rights.
- 2.5 Schedule 4 of the 1989 Act (CD A.7) and the New Roads and Street Works Act 1991 (**1991 Act**) (CD A.9) enable NGET to use street works powers for those parts of the Project in and beneath the “street”. For completeness, NGET will seek rights in relation to all streets (and the subsoil beneath those streets) within the Order land.

3. THE PROJECT

- 3.1 As described in more detail in section 1 above, the Project is required to provide additional north-south transmission capacity between southern Scotland and northern England.
- 3.2 The English Onshore Scheme components of the infrastructure required to deliver the Project will comprise the following:
- 3.2.1 **Landfall:** A Transition Joint Pit (**TJP**), which will connect the marine HVDC cables forming part of the Marine Scheme to the onshore HVDC cables forming part of the English Onshore Scheme, at a landfall located at Fraisthorpe, East Riding (the **Landfall**) and including the cables from the low water mark to the TJP;
 - 3.2.2 **HVDC Cables:** Approximately 69 km of two underground HVDC cables (and an optional fibre optic cable for performance monitoring) between the TJP and the converter station at Drax, Selby and including the cables from the low water mark to the TJP (the **HVDC Cables**);
 - 3.2.3 **Converter Station:** Converter station buildings and outdoor electrical equipment together with formation of internal roads and erection of security fencing and provision of landscaping (the **Converter Station**);
 - 3.2.4 **Substation:** minor works to the existing substation at Drax comprising modifications within the footprint of existing substation to facilitate connection of the HVAC Cables to the electricity transmission network (the **Substation**);
 - 3.2.5 **HVAC Cables:** approximately 500m of six underground HVAC cables connecting the new converter station (the **HVAC Cables**);
 - 3.2.6 **New Permanent Access:** formation of new accesses (the **New Accesses**);

- 3.2.7 **Temporary Accesses:** formation of temporary accesses for use during construction and commissioning;
 - 3.2.8 **Drainage:** construction and installation of drainage solutions outside of the HVDC Cable Route (the **Drainage**);
 - 3.2.9 **Temporary Compounds:** construction of associated temporary construction compounds, temporary work areas, and temporary vehicle access arrangements (the **Temporary Compounds**);
 - 3.2.10 **Converter Station Compound:** construction of a construction compound for the converter station site (the **Converter Station Compound**).
- 3.3 The English Onshore Scheme also includes significant areas of land which will be required for ongoing biodiversity net gain, landscaping and ecological management pursuant to the planning permission granted for the English Onshore Scheme (**Biodiversity Net Gain and Landscaping Land**).
- 3.4 The Order includes the permanent acquisition of land required for the Converter Station. The Order also includes specific rights in relation to the remainder of the components of the English Onshore Scheme.
- 3.5 The following sections of this statement of reasons comprise a description of the English Onshore Scheme. These sections provide further detail on the:
- 3.5.1 infrastructure comprised in the English Onshore Scheme;
 - 3.5.2 construction works that are required to deliver the English Onshore Scheme; and
 - 3.5.3 extent of the land and new rights that are needed to facilitate the construction, operation and future maintenance of the English Onshore Scheme.
- 3.6 NGET has undertaken a wide range of surveys and assessments to inform the base scheme design for the English Onshore Scheme. Civil and cable contractors will be responsible for further developing the detailed design, including matters such as route alignment, micro siting and identifying joint bay locations. The procurement process which will lead to the appointment of the civil and cable contractors is ongoing. It is currently anticipated that contracts will be awarded in January 2024.
- 3.7 As a consequence, the final alignment and width of the corridor within which the HVDC Cables and HVAC Cables will be installed is not yet known. This will be influenced by a number of factors including: the varying ground conditions; topography and constraints which are anticipated to be encountered along the route; and the different construction/installation techniques which may need to be used.

Landfall

- 3.8 The English Onshore Scheme starts at the mean low water mark with the landfall works.
- 3.9 At the landfall, the offshore HVDC cables will connect to the onshore HVDC Cables at a buried transition joint pit, which is located near Fraisthorpe, East Riding. The transition joint pit will be

set back from the coastline, beyond the coastal erosion risk area to avoid future cable exposure, approximately 150m inland from the mean low water mark. The offshore cables will make landfall via horizontal directional drill (**HDD**) under the intertidal zone and Fraisthorpe beach.

- 3.10 Subject to design, the permanent buried transition joint pit will occupy an area of up to 60m² (based on an indicative footprint of 12m by 5m). However, a larger area will be required during installation to accommodate temporary construction equipment and storage areas. This temporary compound area (up to approximately 100m x 100m) will contain all necessary plant and equipment plus parking and welfare facilities required for the landfall construction works.
- 3.11 The Order Land boundary is wider at the landfall point due to factors which include:
 - 3.11.1 the criticality and high risk of the HDD operation for the Project;
 - 3.11.2 complexity of the Landfall HDD operation, due to the depth and length of the HDD ducts (with the HDD length potentially extending to 1,200m);
 - 3.11.3 unknown ground conditions that cannot be identified until the HDD operations take place;
 - 3.11.4 size of the specialist equipment needed to complete the HDD operation; and
 - 3.11.5 site establishment, storage of installation material, safe access and egress and the working area required to complete the HDD operation.
- 3.12 Once installation has been completed, the only infrastructure visible on the surface (on otherwise fully reinstated land) will be either the cover of the link box pit or the equivalent link box pillar, whichever of the two is the preferred choice for installation.
- 3.13 A bespoke Landfall Right will need to be acquired to enable construction, operation, maintenance and decommissioning of the landfall works.

HVDC Cables

- 3.14 The HVDC Cables comprises two underground DC cables (and an optional fibre optic cable for performance monitoring) laid within a single trench (or where constraints dictate pulled through pre-installed ducts).
- 3.15 The total length of the route from the landfall site to the Converter Station site is approximately 69km and is routed through rural, predominantly agricultural land.
- 3.16 The HVDC Cable route begins at the mean low water mark at Fraisthorpe, where it overlaps with the Marine Scheme. At the proposed landfall site, it extends from mean low water mark across the intertidal zone to the transition joint pit. Given the length of the HVDC Cable route, the route is identified in four sections as follows:
 - 3.16.1 HVDC Cable Route Section 1 – Landfall to Bainton
 - (a) The proposed route extends in a general south-westerly direction from the landfall location at Fraisthorpe. From the TJP the proposed route extends across Carnaby Moor in a westerly direction north of Fraisthorpe Wind Farm,

before crossing the A165 and extending southwards across open agricultural land. This section of the route avoids the proposed working area and export cable route of the Hornsea Project Four Offshore Wind Farm which is located approximately 2 km south. The route crosses the Earl's Dyke and the Burton Agnes to Paull gas pipeline west of the A165 before continuing in a south-westerly direction.

- (b) The proposed route continues in this direction for approximately 6 km, passing the settlement of Gransmoor to the north and between the villages of Great Kelk (south of the route) and Little Kelk (north of the route). The proposed route crosses minor roads, PRoWs, smaller watercourses and unnamed drains until reaching Kelk Beck, a main river and tributary of the River Hull that is designated as a Site of Special Scientific Interest (**SSSI**) (River Hull Headwaters). After crossing Kelk Beck via HDD, the proposed route continues for approximately 4 km to the village of Wansford. The proposed route runs approximately 750 m north of the village of Wansford to avoid residences and providing separation to the community.
- (c) At Wansford the proposed route crosses the B1249, Driffield Canal and the River Hull between Whinhill Lock and Wansford Lock. South of this crossing the proposed route extends further westwards towards the village of Bainton crossing the Driffield to Hull railway line and the A164 whilst bypassing the villages of Skerne and Hutton Cranswick.

3.16.2 HVDC Cable Route Section 2 – Bainton to Market Weighton

- (a) From Bainton, as the proposed route extends south to Middleton-on-the-Wolds the English Onshore Scheme enters into the Yorkshire Wolds – an Important Landscape Area (**ILA**). Between Middleton-on the-Wolds and Lund the proposed route continues south through areas of open agricultural land. Dalton Hall and the associated Registered Park and Garden is passed to the west. The proposed route continues south to the crossing of the Wilberforce Way Long Distance Walking Route and Local Nature Reserve (**LNR**) (Etton-Gardham Disused Railway/Kiplingcotes Road Earthworks).
- (b) From the crossing of the Wilberforce Way, the proposed route continues for approximately 6 km in a south-westerly direction towards the town of Market Weighton. There are crossings of the Yorkshire Wolds Way and two trunk roads, the A1079 and A1034, as the route passes Market Weighton to the south and extends into Route Section 3. At the boundary between Route Sections 2 and 3 the proposed route exits the Yorkshire Wolds ILA.

3.16.3 HVDC Cable Route Section 3 – Market Weighton to River Ouse

- (a) Route Section 3 starts to the south of Market Weighton, adjacent to Houghton Hall and the associated Registered Park and Garden, and the proposed route continues south-westerly for approximately 15 km passing through

agricultural land, between Holme upon Spalding Moor (north of the route) and the Tollingham industrial estate (south of the route) towards Howden. Crossings are also required of the Market Weighton Canal, River Foulness and the A614 before reaching Howden.

- (b) The proposed route extends north of Howden before extending immediately south across the Selby railway line (ensuring a right-angle crossing) to the west of the settlement. The alignment again continues to the southwest towards Asselby, extending through agricultural and plantation (willow and fir/spruce) land and crossing the A63. The proposed route crosses Main Street to the west of Asselby village in a largely north-south direction before heading in an easterly direction to the proposed crossing point of the River Ouse and in to Route Section 4.

3.16.4 HVDC Cable Route Section 4 – River Ouse to Drax Substation

- (a) The crossing of the River Ouse is to the south of Redhouse Lane, with the proposed route extending to the southwest to cross Main Road (through Drax) to the north of Read School. The proposed route continues west, to the south of Wren Hall, and into the proposed converter station site immediately to the east of the Drax Power Station and existing Drax 400 kV Substation.

3.17 The extent of the Order land required for the construction of the HVDC Cable is, in general, approximately 60m in width. Construction will typically take place within a working width of up to 40m, with permanent easements for operation and maintenance typically required within an area of 20m (extending to 30m where trenchless installation techniques are used).

3.18 In addition, the rights to construct the HVDC Cables are required over a corridor of 60m for a number of reasons, including the:

- 3.18.1 space required at crossing points;
- 3.18.2 space required for access and egress, vehicles, equipment, and site establishment to install a cable joint bay (60m);
- 3.18.3 need to allow sufficient flexibility to enable the cable to be routed around any obstacles or constraints which may be encountered during construction, including but not limited to archaeology; and
- 3.18.4 need for flexibility in locating the cable joint bays along the route due to further route optimisation to be completed in detailed design.

3.19 Within the HVDC Cable corridor, a construction area of 60m is required to allow space for construction in respect of the cable joint bays. Cable joint bays are where two adjacent sections of cable have been installed and are subsequently joined together.

3.20 At this stage in the design process, NGET does not know where the joint bays will be located. Joint bay locations will be determined during detailed design. Therefore, it is necessary for the

Order Land to comprise a 60m corridor in order to ensure that cable joint bays can be appropriately sited.

- 3.21 The construction of the HVDC Cables will primarily involve trenched installation in open agricultural land. The trenched installation will comprise:
- 3.21.1 one trench approximately 1.5 m wide, by 1.5 m deep within which the two HVDC Cables and fibre optic cables will be directly installed or installed within buried ducts;
 - 3.21.2 storage areas for topsoil and subsoil stripped from the working width which will be re-used in reinstating the working width;
 - 3.21.3 temporary haul road for the movement of installation traffic approximately 5 m wide, with passing places;
 - 3.21.4 agreed haul road/landowner crossing points, where existing access routes are separated by the work;
 - 3.21.5 drainage measures and water management measures to be implemented during construction;
 - 3.21.6 storage areas for excavated material; and
 - 3.21.7 other mitigation measures as necessary.
- 3.22 The exception to this is where engineering constraints mean additional land is required, such as where the proposed HVDC Cables crosses obstacles such as roads or railways. In those areas, trenchless installation techniques will be used (such as HDD techniques). In these locations, HDD compounds will be established which may extend beyond the normal working width. Therefore, in a number of instances the Order land corridor extends beyond 60m to accommodate these trenchless installation techniques.
- 3.23 The rights required to operate and maintain the HVDC Cables post-construction are required over a lesser area (typically 20m but extending to 30m where trenchless installation techniques are used). The main reasons for the difference in width are as follows:
- 3.23.1 Carrying out operation and maintenance activities, including fault repair, is a different activity to construction. For example:
 - (a) plant, machinery and vehicles required during the operation and maintenance phase of the English Onshore Scheme are anticipated to require a lesser area;
 - (b) it is anticipated that there would be less material excavated during the operation and maintenance phase of the English Onshore Scheme and so less storage required; and
 - (c) greater working areas are required for the construction phase of the English Onshore Scheme given the extent of the HVDC Cables and the period of construction.

- 3.23.2 access arrangements are different for operation and maintenance activities. During construction, a significant haul road, suitable for two-way traffic, is required along the HVDC Cable route. This is not likely to be required during operation and maintenance activities.
- 3.24 Therefore, to ensure that the rights acquired pursuant to the Order are proportionate, the Order includes two separate sets of rights in respect of the HVDC Cables. These are the: Electricity Infrastructure Construction Rights (which extend over the broader 60m corridor and authorise the construction of the HVDC Cables); and HVDC Rights (which can be acquired anywhere within the 60m corridor but which will be limited to 30 metres in width where trenchless installation techniques are used and 20 metres in width in all other cases). These rights are explained in more detail below, and there is precedent for this approach in CPOs made pursuant to the 1989 Act¹.
- 3.25 There are sections of the HVDC Cable Route which include elements of optionality. These are:
- 3.25.1 Plots 22/676, 22/668, 22/634a, 22/634, 22/634c, 22/643, 22/670, 22/651, 22/672, 22/669, 22/665, 22/643, 22/641, 22/641a, 22/675, 22/644, 22/642, 22/654, 22/683, 22/681, 22/681a, 22/671, 22/665a, 22/655b, 22/655c shown on CPO Land Plan Sheet 22 (the **Kiplingcotes Options**);
- 3.25.2 Plots 32/871, 32/868, 32/869, 32/864, 32/859, 32/860, 32/861, 32/838, 32/863, 32/862, 32/859a, 32/859b, 32/870 shown on CPO Land Plan Sheet 32 (the **A164 Options**); and
- 3.25.3 Plots 34,958, 34,960, 34/965d, 34/965a, 34/965e, 34/961, 34/962, 34/961a, 34/959, 34/954a, 34/954, 34/956, 34/955, 34/957 shown on CPO Land Plan Sheet 34 (the **Barn Options**).
- 3.26 Optionality is required in respect of the Kiplingcotes Options because the topography and ground conditions mean that crossing of the former railway corridor via HDD (in Plots 22/676, 22/668, 22/634a, 22/675, 22/670, 22/669, 22/672, 22/683, 22/681, 22/681a, 22/671, 22/665, 22/665a, 22/655b, 22/655c) could be unduly challenging. An alternative alignment has been identified to east that would permit an open cut (or shorter trenchless) crossing (in Plots 22/651, 22/665, 22/643, 22/644, 22/642, 22/641, 22/641a, 22/634c, 22/654).
- 3.27 Optionality is required in respect of the A164 Options because the ground conditions mean that the source protection zone may be affected by the HDD (in Plots 32/863, 32/868, 32/864, 32/860, 32/861, 32/859b, 32/870). Therefore, an alternative alignment has been identified (in Plots 32/862, 32/869, 32/859a) to the east to allow for an open cut crossing if HDD is problematic due to the nearby source protection zone. These options are incorporated pending completion of a Hydrogeological Risk Assessment.
- 3.28 Optionality is required in respect of the Barn Options as the landowner (Mr Dixon) raised concerns that the cable swathe would go through an area of his land where they had planned to relocate their farmyard to. The landowner had already erected their first farm building which was being clipped by the planning boundary. The landowner approached the neighbouring landowner

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

(Mr Ulliot) who agreed for the cable swathe to be diverted through their land. Therefore, an alternative alignment has been identified (in Plots 34/955 and 43/957) for the cable swathe to be diverted through the neighbouring landowner's land. This has been included as an option within the CPO. Whilst both options have been included within the Order, only one option will be used.

Converter Station

- 3.29 The Converter Station is located to the immediate east of the existing Drax Power Station, North Yorkshire, within an agricultural field. The site is approximately 8.5ha and is bounded by New Road to the west, and Wren Hall Lane to the south and east. This location provides direct access to the A645 via New Road and its proximity to the existing Drax 400 kV substation allows for the shortest AC connection possible.
- 3.30 The Converter Station is required to convert electricity from DC to AC and will comprise the following components within a secure fenced compound:
- 3.30.1 DC Hall - the HVDC Cables terminate here. The switch hall also contains DC switchgear to connect to power electronics. This equipment can be enclosed in a building up to 28.5 m height. This includes the height of any lightning rods that may be required for safety;
 - 3.30.2 Valve Halls and AC Inductors – contain high voltage power electronics equipment that converts electricity from DC to AC and vice-versa. This equipment must be located indoors in buildings up to 28.5 m height within a controlled environment;
 - 3.30.3 Control Building – contains control panels and associated operator stations, protection and communication equipment, offices and welfare facilities and other auxiliary systems all located within an enclosed building up to 15 m high;
 - 3.30.4 Transformer bays – these change the AC voltage to an appropriate level for transmission via the AC system/ or prior to conversion to DC. The transformers are normally sited outdoors and separated by concrete fire protection walls. Typical dimensions are 15 m long by 15 m wide by 16 m high. Cooling fans are also provided on transformers. Noise enclosures can be fitted around the transformers if required;
 - 3.30.5 AC Switch gear and filters (“switch yard”) – connects the converter station to the AC transmission system. It includes a range of electrical equipment including harmonic filtration and reactive compensation equipment, circuit breakers, transformers, busbars and insulators. The main function is to allow the effective integration of the DC system into the AC system. Commonly the AC switchyard and associated equipment is located outdoors although this equipment can be enclosed in a building or series of buildings, and will be the subject of detailed design;
 - 3.30.6 Diesel Backup Generator – the converter station requires its own power typically provided at 11 kV, the diesel back-up generator will be used to provide back-up electricity supply in the event of a failure of the low voltage electricity supply; and

- 3.30.7 Spares Building – a building to house spare parts and components; this will be supplemented by hardstanding areas provided for storage of a spare transformer and spare cable drums.
- 3.31 It is expected that the final design of the Converter Station will be known by the end of January 2024. The procurement process which will lead to the appointment of the civil and cable contractors is ongoing. It is currently anticipated that contracts will be awarded in January 2024. Outline planning permission has been granted (CD C.5).
- 3.32 The Converter Station drainage system is subject to detailed design. The principles will include two systems: one for collecting water from locations of potential contaminants which will include separators to remove potential contaminants; the other for ‘clean’ runoff from hardstanding areas to either of two attenuation ponds. The attenuation ponds have been sized assuming a worst-case scenario based on the maximum extent of the Converter Station platform and assuming it is entirely impermeable. The attenuation ponds will drain to the unnamed drain to the north of the site, maintained by the Selby Area Internal Drainage Board (IDB) at a flow rate to be agreed with the IDB.
- 3.33 Access to the Converter Station will be provided by an access from New Road to the converter station site.
- 3.34 As the Converter Station comprises integral above ground infrastructure, freehold acquisition is sought. To ensure that the rights acquired pursuant to the Order are proportionate, the Order includes the following rights: Access Rights in respect of the permanent access road; Drainage Rights in respect of the land required as part of the drainage system; and Landscaping Rights in respect of the landscape planting zone.

HVAC Route

- 3.35 The HVAC Cables will connect the Converter Station to the Substation. Six underground HVAC cables (two sets of three cables) will be installed within two separate trenches approximately up to 1.5m deep and up to 3.5m wide. There will be six AC cables and two fibre optic cables installed within two trenches (three AC cables and one fibre optic cable per trench), plus potentially two earthing conductors depending upon detailed design. The proposed fibre optic cables (one per circuit) will enable the temperature and performance of the AC cables to be monitored during operation.
- 3.36 The HVAC Cable route will be approximately 500m long. The HVAC Cable route leaves the Converter Station site in a broadly westerly direction and crosses New Road before entering into the existing Drax 400 kV substation.
- 3.37 The extent of the Order land required for the construction of the HVAC Cable is, in general, approximately 100m in width. Construction will typically take place within a working width of up to 60m, with permanent easements for operation and maintenance typically required within an area of 25m (extending to 50m where trenchless installation techniques are used).
- 3.38 The rights to construct the HVDC Cables are required over a corridor of 100m for a number of reasons, including the:

- 3.38.1 space required at crossing point with New Road;
 - 3.38.2 space required for access and egress, vehicles, equipment, and site establishment; and
 - 3.38.3 need to allow sufficient flexibility to enable the cable to be routed around any obstacles or constraints which may be encountered during construction.
- 3.39 The rights required to operate and maintain the HVAC Cables post-construction are required over a lesser area (typically 25m but extending to 50m where trenchless installation techniques are used). The main reasons for the difference in width are as follows:
- 3.39.1 Carrying out operation and maintenance activities, including fault repair, is a different activity to construction. For example:
 - (a) plant, machinery and vehicles required during the operation and maintenance phase of the English Onshore Scheme are anticipated to require a lesser area;
 - (b) it is anticipated that there would be less material excavated during the operation and maintenance phase of the English Onshore Scheme and so less storage required; and
 - (c) greater working areas are required for the construction phase of the English Onshore Scheme given the extent of the HVAC Cables and the period of construction.
 - 3.39.2 access arrangements are different for operation and maintenance activities. During construction, a significant haul road, suitable for two-way traffic, is required along the HVAC Cable route. This is not likely to be required during operation and maintenance activities.
- 3.40 Therefore, to ensure that the rights acquired pursuant to the Order are proportionate, the Order includes two separate sets of rights in respect of the HVAC Cables. These are the: Electricity Infrastructure Construction Rights (which extend over the broader 100m corridor and authorise the construction of the HVAC Cables); and HVAC Rights (which can be acquired anywhere within the 60m corridor but which will be limited to 50 metres in width where trenchless installation techniques are used and 25 metres in width in all other cases). As with the HVDC Rights, the HVAC Rights are explained in more detail below, and there is precedent for this approach in CPOs made pursuant to the 1989 Act².

Construction Compounds

- 3.41 A construction compound will be required as part of the construction of the Converter Station. This compound is located to the north of the proposed Converter Station, within the same agricultural field as the proposed Converter Station and comprising an area of up to 3.8ha.
- 3.42 A construction compound will be required as part of the works at Landfall. This compound (measuring approximately 1 ha (100 m x 100 m)) provides for HDD installation across the

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

intertidal area and will also accommodate the Transition Joint Pit to join marine and terrestrial HVDC Cables together.

3.43 There are a number of construction compounds required across the route of the HVDC Cables. These compounds have been designed and grouped as follows:

3.43.1 Primary Compounds (main compound): These are major cable compounds at either end of the scheme and one central location. There are three Primary Compound locations on the HVDC Cable Route as follows:

- (a) A165 (Fraisthorpe);
- (b) A1034 (Market Weighton); and
- (c) A63 (Newsholme).

3.43.2 Secondary Compounds (strategic location with good access). There are 10 secondary compound locations on the HVDC Cable Route as follows:

- (a) B1249 (Wandsford);
- (b) Driffield Road (Skerne) (1 of 2);
- (c) Driffield Road (Skerne) (2 of 2);
- (d) A164 (Hutton) (1 of 2);
- (e) A164 (Hutton) (2 of 2);
- (f) Beverley Road (Lund);
- (g) Skiff Lane (Tollingham);
- (h) A614 east (Bursea);
- (i) A614 west (Portington); and
- (j) Redhouse Lane (Drax).

3.43.3 Tertiary Compounds (satellite compound accessed from the haul road). There are generally located where there is flat ground and otherwise a large gap between compounds. There are four tertiary compound locations on the HVDC Cable Route as follows:

- (a) Gransmoor Lane (Gransmoor Quarry);
- (b) Cliffe Lane (North Cliffe);
- (c) Unnamed road (east of Middleton on the Wolds); and
- (d) Unnamed road (Kiplingcotes, South Dalton)

3.44 These construction compounds are only required for a short period during the construction phase of the English Onshore Scheme. Therefore, to ensure that the rights acquired pursuant to the Order are proportionate Construction Compound Rights will be acquired for these construction compounds.

Accesses

- 3.45 The Order land also includes a number of different accesses. These accesses can be categorised as follows:
- 3.45.1 permanent accesses required to access the Order land during the construction and operational phases of the English Onshore Scheme;
 - 3.45.2 temporary accesses required to access the Order land during the construction phase of the English Onshore Scheme only; and
 - 3.45.3 temporary accesses which are only required to access the construction compounds during the construction phase of the English Onshore Scheme.
- 3.46 NGET may rely on their permitted development rights under the Town and Country Planning (General Permitted Development) Order 1995 should alternative accesses be required.
- 3.47 Some optionality has also been added around the accesses, for example see paragraph 7.13 and the commentary surrounding engagement with Mrs Richardson and Mr Oliver. Only one option will be utilised.

4. LAND TO BE ACQUIRED

- 4.1 The following plots of land are to be compulsorily acquired as they are required by NGET on a permanent basis:
- 4.1.1 Plot 1/7: Converter Station; and
 - 4.1.2 Plots 1/7a, 1/15a/ 1/16a and 1/17a: BNG land.
- 4.2 Freehold acquisition of the Converter Station plot is necessary to ensure that NGET has exclusive possession and control of the land required for the safe construction, operation and maintenance of Converter Station. This is consistent with previous electricity transmission and interconnection projects which have been confirmed by the Secretary of State³.
- 4.3 Freehold acquisition of the BNG land is necessary to deliver and manage land required for biodiversity net gain.
- 4.4 No objections have been received in relation to the compulsory acquisition of Plot 1/7, 1/7a, 1/15a or 1/17a pursuant to the Order. An objection has been received from National Highways Limited in relation to Plot 1/16a. This objection was solely on the basis that National Highways Limited hold a Crown interest in the plot.

5. RIGHTS TO BE CREATED

- 5.1 Save in respect of the land identified at section 4, NGET's approach is to only acquire the interests that it requires over the various plots within the Order (**the Order Land**). Accordingly, for much of the scheme NGET seeks to create new rights over land rather than to acquire land.

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

- 5.2 The Landfall is at Fraisthorpe Beach, East Riding. The route of the HVDC Cable runs generally in a south westerly direction from the Landfall to the Converter Station near the existing Drax 400 kV substation. From the Converter Station, the route of the HVAC Cable runs in a westerly direction to the existing Drax 400 kV substation. Save for the Converter Station, NGET intends to acquire rights in respect of the Order Land.
- 5.3 A number of rights are to be created compulsorily in relation to the different elements of the English Onshore Scheme.
- 5.4 NGET's land rights strategy has been to acquire easements for the electricity cables as the infrastructure is situated underground and permanent acquisition of the land is not required. Therefore, the Order creates new rights in land compulsorily, as opposed to permanently acquiring the relevant land. NGET's approach to the creation of rights follows a proportionate approach in the use of its powers of compulsory acquisition.
- 5.5 Not all plots require the same rights, and so NGET's strategy has been to compulsorily acquire different classes of rights over different plots to ensure that it only compulsorily acquires the rights that are necessary for the relevant plot. The classes of rights are defined below. NGET's approach to the categorisation of these rights follows a proportionate approach.
- 5.6 The following classes of rights, which are described in full in Appendix 2, are to be created over the various plots of land.
- 5.6.1 Access Rights;
 - 5.6.2 Electricity Infrastructure Construction Rights;
 - 5.6.3 Construction Compound Rights;
 - 5.6.4 Drainage Rights;
 - 5.6.5 HVAC Rights;
 - 5.6.6 HVDC Rights;
 - 5.6.7 Landfall Rights;
 - 5.6.8 Landscaping Rights; and
 - 5.6.9 Temporary Access Rights.
- 5.7 The Order will authorise the creation of these new rights over different plots of the Order Land. The new rights sought by NGET have been separated into these separate rights packages based on their purpose and applied to specific plots, as appropriate.
- 5.8 Some of the rights are only required for temporary purposes, such as the creation of construction compounds, and will only be exercised during the construction phase. Other rights will be permanent in nature, such as the right to keep installed, operate, maintain and decommission the HVAC and HVDC Cables. Others, such as the right to access the land for the purpose of maintaining the HVAC and HVDC Cables, will be permanent in nature but, whilst permanent in nature, will only be exercised intermittently in practice.

- 5.9 The separate rights packages have been drafted in this way to ensure that a proportionate approach to compulsory purchase is being taken in respect of each and every plot, so that the impact for affected landowners and occupiers is limited so far as reasonably practicable. Accordingly, if a land parcel is only required in order to facilitate limited works, the limited rights package is sought in respect of that land.
- 5.10 The Order clearly identifies whether it is proposed to acquire land or new rights in respect of the plots within the Order Land. Where new rights are proposed to be acquired, the description identifies the name of the appropriate rights package. In some instances, such as for Plot 1/3, more than one rights package may be required.
- 5.11 The Order defines the works to which the different rights will apply. The works are defined as the electricity infrastructure. This term means the new HVAC Cables and HVDC Cables and associated works to be constructed including the substation and converter station.
- 5.12 The different rights packages are set out in Appendix 2 and their purposes are summarised below:

Access Rights

- 5.12.1 These rights will permit NGET to access land and adjoining land for the purposes of constructing, installing, commissioning, inspecting, surveying, maintaining, repairing, altering, renewing, replacing and removing or decommissioning the electricity infrastructure, and/or the establishment, use and removal of works compounds, together with associated rights.
- 5.12.2 These rights will be required on a permanent basis as they relate to the operation and maintenance of the electricity infrastructure.

Electricity Infrastructure Construction Rights

- 5.12.3 These rights will provide NGET with the rights required to facilitate the construction and commissioning of the electricity infrastructure and associated development.
- 5.12.4 If NGET is required to acquire rights compulsorily, it intends to do this in two phases. To enable the construction phase of the English Onshore Scheme to proceed, the first phase will enable NGET to acquire these Electricity Infrastructure Construction Rights compulsorily. Following completion of the works and to enable the permanent operation of the English Onshore Scheme, the second phase will enable NGET to acquire HVAC Rights or HVDC Rights (as appropriate).
- 5.12.5 Save for a short period, these Electricity Infrastructure Construction Rights will only be required during construction of the English Onshore Scheme. These rights will also include the ability for NGET to energise and commercially operate the electricity infrastructure for a period of no more than four months following initial commercial operation.
- 5.12.6 The reason that this four-month period of operation is included within these Electricity Infrastructure Construction Rights to enable the operation of the English Onshore Scheme in the period between completion of construction and vesting pursuant to

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

Construction Compound Rights

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

Drainage Rights

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

HVAC Rights

- 5.12.10 These rights will provide NGET with the rights required in connection with the retention, commissioning, operation, protection, maintenance, surveying, repair, renewal, replacement, removal and decommissioning of the HVAC Cables and the rights to protect and prevent interference with the HVAC Cables.
- 5.12.11 These rights are needed in connection with the permanent electricity infrastructure. As explained in paragraphs 3.2 to 3.7 above, the final positioning of the HVAC Cable is not yet known. However, a permanent rights corridor of 50m in width will be required where HDD or other trenchless construction techniques are used. Where construction via trenched installation is used, a permanent rights corridor of 25m in width is required. In both cases, these rights are required to accommodate the infrastructure, provide access for maintenance and to ensure that the electricity infrastructure is adequately protected.
- 5.12.12 Whilst the HVAC Rights are sought over all land within the HVAC Route, so that the HVAC Cables may be installed anywhere within the relevant plots of the Order Land, in order to ensure a proportionate approach to acquisition the HVAC Rights may only be acquired over that part of the Order Land that is required for the installed infrastructure. A restriction is imposed so that the HVAC Rights may only be acquired within a limited rights corridor of 50m or 25m depending on the method of construction.
- 5.12.13 There are two exceptions to this, because NGET needs the ability to acquire such access rights as may be necessary over the Order Land in order to access the HVAC Cable. The access right within the HVAC Rights may therefore be acquired over any of the

Order Land subject to this right. The second relates to the potential requirement to maintain drainage infrastructure associated with the project.

- 5.12.14 There is precedent for this approach within confirmed compulsory purchase orders. This is also consistent with the approach taken in development consent orders, where development is constructed pursuant to powers of temporary possession and permanent rights are acquired post-construction.

HVDC Rights

- 5.12.15 These rights will provide NGET with the rights required in connection with the retention, commissioning, operation, protection, maintenance, surveying, repair, renewal, replacement, removal and decommissioning of the HVDC Cables and the rights to protect and prevent interference with the HVDC Cables.
- 5.12.16 These rights are needed in connection with the permanent electricity infrastructure. As explained in paragraphs 3.2 to 3.7 above, the final positioning of the HVDC Cable is not yet known. However, a permanent rights corridor of 30m in width will be required where HDD or other trenchless construction techniques are used. Where construction is via trenched installation is used, a permanent rights corridor of 20m in width is required. In both cases, these rights are required to accommodate the infrastructure, provide access for maintenance and to ensure that the electricity infrastructure is adequately protected.
- 5.12.17 Whilst the HVDC Rights are sought over all land within the HVDC Route, so that the HVDC Cables may be installed anywhere within the relevant plots of the Order Land, in order to ensure a proportionate approach to acquisition the HVDC Rights may only be acquired over that part of the Order Land that is required for the installed infrastructure. A restriction is imposed so that the HVDC Rights may only be acquired within a limited rights corridor of 30m or 20m depending on the method of construction.
- 5.12.18 There are two exceptions to this, because NGET needs the ability to acquire such access rights as may be necessary over the Order Land in order to access the HVAC Cable. The access right within the HVAC Rights may therefore be acquired over any of the Order Land subject to this right. The second relates to the potential requirement to maintain drainage infrastructure associated with the project.
- 5.12.19 There is precedent for this approach within confirmed compulsory purchase orders. This is also consistent with the approach taken in development consent orders, where development is constructed pursuant to powers of temporary possession and permanent rights are acquired post-construction.

Landfall Rights

- 5.12.20 These rights will provide NGET with the rights required in connection with the construction, retention, commissioning, operation, protection, maintenance, surveying, repair, renewal, replacement, removal and decommissioning of the HVDC Cables and

the rights to protect and prevent interference with the HVDC Cables and associated rights at the point of the Landfall.

5.12.21 The Landfall is a critical component of the English Onshore Scheme.

Landscaping Rights

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

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

Temporary Access Rights

5.12.24 These rights will permit NGET to access land and adjoining land during construction and commissioning, together with associated rights.

5.12.25 These rights will be required on a temporary basis as they relate to the early works required to establish the construction scheme for the infrastructure.

6. ENGAGEMENT WITH AFFECTED PARTIES

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

Land to be Acquired

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

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

Plots	Plot Owner	Status of Negotiations
1/7 Converter Station	Kate Elizabeth Bingley	Option Agreement dated 5 August 2022 and made between: (1) Kate Elizabeth Bingley; and (2) NGET
1/7a, 1/15a/ 1/16a, 1/17a BNG land	Kate Elizabeth Bingley, Jack Richard Stones, Rachel Jessica Mary Stones	Heads of Terms to acquire the leasehold interest issued on 7 August 2023 (The CPO includes the acquisition of the freehold interest as the compulsory acquisition of the leasehold interest is not possible however NGET is seeking to voluntarily acquire the leasehold interest).

Rights to be Acquired

- 6.4 NGET has employed a comprehensive and consistent land rights strategy in order to acquire the interests in the plots that it requires to deliver the Project. National Grid's land rights strategy was introduced in 2010 in order to provide a consistent methodology for acquiring land rights for National Grid's infrastructure projects.
- 6.5 This strategy has comprised of offers being submitted to each landowner, with incentives linked to the early acceptance of offers.
- 6.6 Heads of Terms for the Option to Grant enabling NGET to enter land for the construction and installation of the cable and associated infrastructure and post installation to enter into a Deed of Easement were issued to landowners.
- 6.7 NGET has a 5 year period in which to exercise the Option to Grant (i.e. in which they are to serve the construction notice). The long stop completion date it to call down the Deed of Easement is 8 years following service of the construction notice. The total offer from NGET (which includes a market value consideration payment based on freehold value with vacant possession) contains an incentive payment, payable on completion of the Option to Grant, subject to the Option to Grant being completed within 16 weeks from the date of the issue of Heads of Terms.
- 6.8 In advance of the issue of Heads of Terms and following consultation and the submission of the Planning Applications, NGET held two briefing sessions with local land agents to introduce the Heads of Terms. These briefings were held on 23 September 2022 and 29 September 2022. A landowners and agent drop-in session was held on 7 February 2023.
- 6.9 As part of this strategy, NGET provided draft heads of terms to each of the landowners. Heads of Terms were issued between 15 December 2022 and 20 December 2022. Following further engagement with landowners and agents, revised Heads of Terms were issued between 9 June 2023 and 27 July 2023. At the time of making the CPO, there were a small number of minor plots where Heads of Terms had not yet been issued, however the landowners of these plots had been sent introductory engagement correspondence for the Project. Heads of Terms have now been issued to all landowners.

Engagement with Land Interest Group (LIG) and the National Farmers Union (the NFU)

- 6.10 NGET has negotiated actively with landowners (including a local land interest group comprising a number of the landowners' land agents (known as LIG) and the NFU) in parallel with the compulsory acquisition process. Numerous and regular meetings have taken place with the local land agents. For example, NGET has held meetings with local land agents on 3 December 2021, 23 September 2022 and 29 September 2022, 23 November 2022, 29 November 2022, 7 December 2022, 15 December 2022, 21 December 2022, 16 May 2023 and 19 May 2023 to discuss heads of terms and other queries. Additionally, there has been regular correspondence between NGET and the local land agents as NGET has sought to progress voluntary negotiations.
- 6.11 NGET has paid the agreed legal fees of Mills and Reeve LLP to negotiate the template Heads of Terms on behalf of the LIG, NFU and their members. Numerous and regular meetings have taken place between NGET's appointed solicitors (CMS) and Mills and Reeve LLP to agree the

template Heads of Terms. For example, meetings were held on 15 December 2022, 22 February 2023, 30 March 2023, 27 April 2023 and 24 May 2023.

- 6.12 NGET has undertaken further work in respect of cable depth in order to address site specific considerations that it has been aware with through engagement with LIG and the NFU. This engagement is set out in section 7.14 to 7.21 below.

Land in Unknown Ownership

- 6.13 NGET has sought to identify the ownership of land where the ownership is currently unknown. The Table in Appendix 3 identifies land where the ownership is currently unknown.
- 6.14 NGET has taken active steps to identify the owners (or reputed owners) of any unregistered plots. This has included the erection of site notices on or close to the land in question and the serving of Request for Information forms on all landowners asking for them to clarify the extent of their land ownerships.
- 6.15 If NGET's land agents were unable to determine ownership through both non-contact and contact referencing methods, a site notice was erected and left *in situ* for a period of 12 weeks with the notices being inspected on a fortnightly basis, to include photographic evidence of the notice in situ. These site notices were erected on 8 June 2021.

Next Steps

- 6.16 NGET will continue to seek to voluntarily acquire rights over plots where there are known landowners and will continue to seek to agree heads of terms with those landowners that are yet to agree heads of terms. NGET will do this in parallel with the promotion of the Order, as the Order is its last resort to ensure that it has acquired all the rights that it requires to deliver the Project in accordance with the project programme.
- 6.17 Notwithstanding NGET's ongoing commitment to voluntary negotiations with known landowners, NGET must have certainty in respect of the rights that it requires in order to ensure the comprehensive delivery of the Project. Therefore, NGET has made the Order because:
- 6.17.1 NGET's strategy has been to obtain options by agreement. The compulsory powers provide a fall-back should the voluntary agreements fail, for example if a landowner is unwilling to grant the relevant rights once the option has been exercised;
 - 6.17.2 including all interests in a compulsory purchase enables a complete set of consistent rights to be compulsorily acquired in the same way and through one process;
 - 6.17.3 compulsory purchase powers encourage landowners to negotiate, and to negotiate realistically in the context of a compulsory acquisition programme;
 - 6.17.4 powers of compulsory acquisition are more readily enforceable; and
 - 6.17.5 there remain plots of land which are in unknown ownership and in which rights must be compulsorily acquired in any event if the ownership remains unknown to ensure that the Project can be comprehensively delivered.

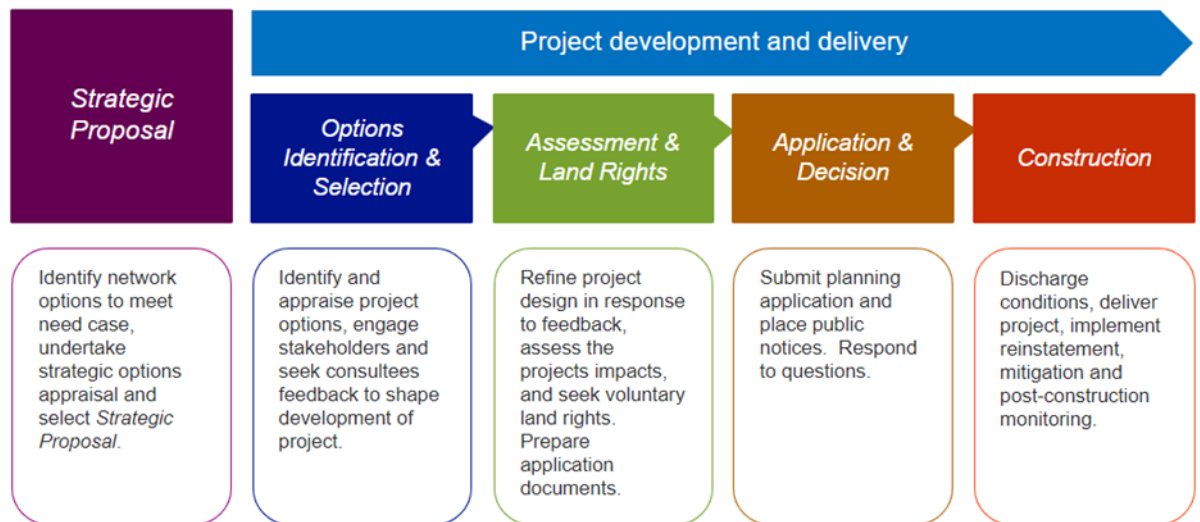
- 6.18 The CPO Guidance recognises that, whilst compulsory purchase should be a last resort, valuable time would be lost if NGET waited until voluntary negotiations have broken down before initiating the compulsory purchase process and that it is often sensible for formal procedures to be initiated in parallel.
- 6.19 The CPO Guidance further recognises the utility of NGET initiating compulsory purchase procedures in signalling the seriousness of its intention to landowners which may help to facilitate more meaningful negotiations.
- 6.20 The Government recognises in the Land Rights and Consents for Electricity Network Infrastructure Call for Evidence dated 4 August 2022 (the **Call for Evidence**) (CD B.11) that: “*in some cases, costs and delays as a result of land rights and consenting processes can hinder or prevent electricity network infrastructure projects from going ahead*”. NGET is initiating the CPO process to ensure that the costs and delays as a result of land rights do not hinder or prevent the Project.
- 6.21 NGET will continue to negotiate actively with landowners in parallel with the compulsory acquisition process.
- 6.22 NGET’s approach to voluntary negotiations and compulsory acquisition is in accordance with the CPO Guidance.
- 6.23 A summary of the key stages and timelines of landowner interaction is provided below:

Date	Description of Engagement
January-February 2021	Initial contact with potential landowners for the English Onshore Scheme
January-February 2021	Survey Packs Issued and Request for Survey Licences issued to Landowners across the English Onshore Scheme.
March-April 2021	Phase 1 Public Consultation
13 April 2021	Land Interest Questionnaires Issued to Landowners
13 May 2021	Land Interest Questionnaire Follow Up with Landowners
February-March 2022	Phase 2 Public Information Events
December 2022	Heads of Terms issued to Landowners
June-July 2023	Revised Heads of Terms issued to Landowners
September-November 2023	Letter reminding landowners of the upcoming expiry of the deadline of the incentive period

12 September 2023	Notice of making of Order served on Landowners
October-November 2023	Correspondence to landowners extending the incentive deadline until 17 November 2023
October 2023 onwards	Continued engagement with landowners on voluntary agreements.
17 November	Expiry of extended incentive period

7. ASSESSING ALTERNATIVE WAYS OF REALISING THE PRIMARY OBJECTIVE

- 7.1 NGET’s approach to assessing alternatives is set out in the Alternatives Report prepared by NGET (the **Alternatives Report**) (CD D.6).
- 7.2 The primary objective of the Project is to reinforce the electricity network and increase transmission network capability between Scotland and northern England by 2029 in order to enable the efficient and economic transmission of electricity.
- 7.3 As a transmission licence holder under the 1989 Act, NGET has a number of statutory duties which it must take account of in developing and maintaining its network. These duties are set out in NGET’s Stakeholder, Community and Amenity Policy. As a transmission licence holder NGET is required to develop and maintain an efficient, coordinated and economical electricity transmission system and to facilitate competition in the supply and generation of electricity.
- 7.4 Under Schedule 9 to the 1989 Act, NGET is required to consider ways to preserve amenity in England, which it interprets to mean the natural environment, cultural heritage, landscape and visual quality, and also includes the impact of its works on communities, such as the effects of noise and disturbance from construction.
- 7.5 NGET has a systematic approach to developing new infrastructure projects which follows five main stages. NGET considers a range of engineering, economic, environmental and social factors consistent with its statutory duties, as well as consulting with stakeholders and members of the public at key stages by being open with information and transparent about the judgements it makes. This is demonstrated in the diagram below.



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

Strategic Options Appraisal

7.7 Consideration was given to developing subsea links from the existing Peterhead substation in Aberdeenshire, Scotland, to substations within NGET’s licence area from Blyth in the north to Spalding North in the south. Overhead line options were considered and discounted as part of this exercise as they would not meet the need case of providing additional cross-border transmission capability by 2029. The outcome of this assessment was that the existing substation at Drax was the preferred proposal for the Project.

Options Identification

7.8 Following the outcome of the strategic proposal appraisal, a route and site selection study was undertaken firstly considering alternative landfall and converter station sites and secondly underground cable routes between them. The objective of this step was to identify preferred landfall and converter station sites and an underground cable route taking account of NGET’s statutory duties which would form the basis of the English Onshore Scheme. This step comprised environmental and engineering studies as well as consultation with key statutory consultees.

7.9 This included the assessment of:

- 7.9.1 landfall areas, leading to the selection of the Landfall as the preferred landfall;
- 7.9.2 converter station sites, leading to the selection of the Converter Station and Substation.
- 7.9.3 underground cable route corridor (with a two-step process comprising firstly identification of broad route corridors and secondly identification of potential route alignments within those corridors, leading to the selection of the HVDC Cable route).

7.10 In parallel, consideration was also given to alternative subsea cable routes as part of the identification of the Marine Scheme.

Consultation & Further Consideration

- 7.11 Further refinement of the English Onshore Scheme was undertaken in parallel with the EIA process as part of the Planning Application to inform a greater level of design definition and further consider potential environmental impacts and opportunities for mitigation. This took account of landowner and other stakeholder requirements.
- 7.12 This resulted in modifications to the route alignment in response to detailed site surveys and landowner feedback as well as consideration of installation methods and the siting of temporary construction requirements such as access routes, compounds and drainage. These amendments are set out at section 2.7 of the Alternatives Report and a number of examples are provided in the table below.
- 7.13 NGET has revisited the work undertaken to date following the Project refinement and considers that each of the decisions remains valid in light of the final Project, which meets the primary objective.

Plots	Plot Owner	Status of Negotiation
Original plots - 40/1122 and 40/1122a	T. Richardson & Co Limited	Request from landowner to divert haul road from going through her Ridge and Furrow field. After exploring multiple options with the landowner and Mott Macdonald, the landowner's agent consented for the haul road route to go through a smaller area of ridge and furrow and as a result, the design has been updated and a new plan sent in the revised set of Heads of Terms for the landowner's consideration. Status- negotiating. This has therefore been included as an option within the CPO. Only one option will be used.
N/A (this access has been removed)	Mr Slingsby	Mr Slingsby was very worried about the proposed access route past his farmhouse and through the farmyard. He was worried about the impact this would have on his family by having heavy goods vehicles using this access. The engineering team and Mott Macdonald assessed the potential of accessing the cable easement from the northern side of the holding and agreed under the circumstances that this would be feasible. As a result, this access route has been removed from the design and the new plan sent in the revised terms for the landowner to consider. Status - negotiating.
Original plots 14/437a, 14/442	Alan Richard Thompson Marsland	The proposed compound sat opposite the family's farmhouse so they were concerned how the light/noise pollution would affect them. The proposed bell mouth also sat opposite their farm drive which they operate a haulage business from and were worries about the added risk of have a crossing opposite the farm entrance. The engineering team and Mott MacDonald reviewed this and agreed the compound could be moved to the east of the cable swathe. This has therefore been included as an option within the CPO. Only one option will be used. The design has been updated and the landowner has been sent both compound options to consider with their revised Heads of Terms. Status - negotiating.
Original plots 11/346,	John Oliver and Christine	After feedback from the landowner, the engineering team and Mott Macdonald reviewed the possible alternatives. As a result, Fisher German have engaged with the neighbouring landowner, who has agreed for the

11/357, 11/365	Margaret Thomas	haul road to be re-located onto his land. This has therefore been included as an option within the CPO. Only one option will be used. The design has been updated and as a result, Mr Oliver has been sent a plan with the cable easement and a separate plan with the haul road showing to give him the opportunity to consider. Status - negotiating.
5/198	Mr Wright	The engineering and design team agreed to extend the HDD in this location to go under Mr Wright's Christmas tree farm to lessen the impact on his business. Due to ongoing conversations with the landowner, the engineering team then also agreed to divert the haul road as to avoid the Christmas tree farm. As a result, the design has been updated and the new plan sent to the landowner in the revised terms.
Original plots – 34/958, 34/960, 34/956d, 34/965a, 34/965e, 34/96, 34/962, 34/962, 34/961a, 34/959, 34/954a, 34/954, 34/956	Mr Dixon	Mr Dixon raised concerns that the cable swathe would go through an area of his land where they had planned to relocate their farmyard to. They had already erected their first farm building which was being clipped by the planning boundary. Fisher German met the landowner and agent multiple times to negotiate an alternative and the landowner approached the neighbouring landowner who agreed for the cable swathe to be diverted through their land. This has therefore been included as an option within the CPO. Only one option will be used. As a result, the design has been updated and the neighbouring landowner has been sent heads of terms.
Original plots 22/676	Nicola Whitfield	The landowner was concerned that the cable alignment would impact her as the land use is amenity land and is an extension of her garden. Following meetings with the landowner, Fisher German and the NG engineering team, the design was amended to move the cable further to the east to reduce impact on the landowner.

Site- Specific Commitments

- 7.14 NGET has considered the minimum burial depth of the cables which form part of the English Onshore Scheme on a case-by-case basis.
- 7.15 The cables will be laid so as to avoid interference with existing agricultural operations and will be laid in accordance with Energy Networks Association Guidance “Cable Laying on Agricultural Land” Ref: G57:Issue2:2019 (“**ENA Guidance**”) (CD F.16). The ENA Guidance has been developed in combination with the Energy Networks Association members together with specialised external consultants, relevant UK and GB Trade Associations and industry bodies,

manufacturers, suppliers, and users of the documents. The ENA Guidance has been drafted to assist the Energy Networks Association members with complying with their statutory obligations.

- 7.16 NGET’s initial heads of terms confirmed that the cables will generally be laid so as to avoid continued interference with normal agricultural operations as far as reasonably practicable and that the cables shall be laid to contour with a depth of cover not less than 900mm from the original surface to the top of the protective tile above the cables, except where necessary for good engineering reasons and with the agreement of the relevant landowner. This is reiterated in NGET’s construction best practice for underground cable installation Version 1 (the “**Best Practice Guidance**”) (CD F.5) which confirms that the cable will be laid to avoid interference with normal agricultural operations wherever possible. The 900m depth identified is a minimum depth.
- 7.17 NGET was aware of specific soil and drainage conditions that warranted early consideration of whether a greater minimum burial depth would be appropriate in some areas. Having received comprehensive feedback from landowners, and in light of the unique underlying geology and the farming and cultivation practices carried out along sections of the route, NGET engaged local drainage experts Local Drainage Consultancy Ltd (“**LDC**”) to analyse the cable route. The analysis is shown on the Cable Depth Plan (CD D.7 Appendices) and is based on the following factors relevant to cable depth:
- 7.17.1 Current and potential future farming cultivation methods and depths, as explained and in some cases evidenced by landowners;
 - 7.17.2 Intensity and layout of land drainage systems;
 - 7.17.3 Propensity for individual outfall drainage systems;
 - 7.17.4 Current and potential land use;
 - 7.17.5 Topography and bearing on drain grades, layout of schemes etc.;
 - 7.17.6 Soil types and depths – certain sections of the cable route are prone to wind erosion or runoff and there is a potential issue of shrinkage of Carr and Warp land – i.e., there is a potential for reduced cover over cables in these types of areas.
 - 7.17.7 Underlying geology; and
 - 7.17.8 Flood risk.
- 7.18 The Cable Depth Plan is indicative. NGET provided the Cable Depth Plan to landowners advising that in the areas shown as “Category 1”, NGET intends to install the cables to a minimum contour depth of not less than 1.2 metres from the surface level to the top of the protective tile, except where a shallower depth is appropriate. NGET may still install to a shallower depth in respect of Category 1 land having regard to good engineering reasons relating to the underlying geology, the existence of landfill, utility crossings or other obstacles close to the surface. In negotiating the heads of terms, it was explained to landowners that where there are no factors suggesting the cables need to be laid at a greater depth, including in areas shown as “Category 1” on the Cable

Depth Plan, the cables will be laid to a minimum depth of 0.9 meters in accordance with the ENA Guidance.

- 7.19 In areas shown as “Category 2” on the Cable Depth Plan, NGET have confirmed to landowners that the cables will be laid as standard to a minimum depth of 0.9 metres in accordance with the ENA Guidance, unless agricultural practices or land drainage requirements justify a greater burial depth. The 0.9 metres accords with agreed industry best practice as set out in the ENA Guidance.
- 7.20 Cable depth will be reviewed when contractors are on site and commence detailed design works to ensure that the final burial depth is safe for both landowners and the Project, affording adequate protection to the new cables from likely agricultural practices. In all cases, there will be further design work undertaken following the Order process by the contractor once they are on site, and the cables may be installed deeper in response to site specific constraints to ensure that the cables are safely installed.
- 7.21 Dialogue with landowners remains open and ongoing. NGET will consider the design further with their contractor if a landowner raises particular features of their land and/or evidence that their current agricultural practices warrant further investigation of cable burial depth.

Further Consultation

- 7.22 The Project has been the subject of extensive engagement with the public and stakeholders, including detailed discussions with affected landowners and a public consultation event. This is set out in the Community Engagement Report (the **Community Engagement Report**).
- 7.23 A Project website was launched in January 2021 and was accessible via the internet. The website and included details on the Project, online public information exhibitions and contact information.
- 7.24 NGET commenced public consultation at the start of 2021, when landowners along the preferred route were approached of the English Onshore Scheme were contacted by the lands team to organise surveys. There were two phases of public consultation, which are outlined below and which all landowners were invited to:

Phase 1 Public Consultation

- 7.24.1 Phase 1 ran for four weeks between Monday 29 March and 23 April 2021.
- 7.24.2 The consultation was held online, but NGET ensured through its community newsletter, press releases and adverts that it made it clear that anyone who could not take part online were able to participate by getting in touch with the Project’s community relations team to arrange for a consultation pack to be sent to them via mail.
- 7.24.3 Through the website NGET also held three live chat sessions where anyone could speak directly to the project team using an easy-to-use live chat function. NGET also held Meet the Team video drop-in sessions, which allowed consultees to speak directly with a member of the Project team. Overall, there were 23 hours of engagement sessions available to the public.

Phase 2 Public Information Events

7.24.4 The second phase of the pre-application community engagement was a series of Public Information Exhibition Events which were undertaken between Monday 21 February and 7 March 2022. The objective of these events was to brief residents, community groups and stakeholders on updated information on the English Onshore Scheme ahead of the submission of the planning application.

7.24.5 The engagement process for Phase 2 Public Information Events mirrored that of the Phase 1 Public Consultation and presented more detailed plans. The event website was live from 21 February 2022. Those people with no access to the internet were encouraged to call the 0800 line to arrange for their questions to be answered, the mailing out of hard copies of the materials (such as the newsletter if they are outside the mailout zone) or to arrange a one-to-one call with the project team.

Outcome of Consultation

7.25 The aim of the Phase 1 Public Consultation was to inform consultees about the English Onshore Scheme at an early stage, understand their views and concerns, and collate and consider their feedback. A range of feedback was received.

7.26 The responses to the Phase 1 Public Consultation were focussed on landowners' concerns about the impact of the Project on their land interests, request for further details of the HVDC Cable route so that landowners could map against their land interest or recommendations in relation to the routing of the HVDC Cable route. NGET addressed these comments by producing a detailed and interactive map for the Phase 2 Public Information Events and explaining the rationale behind the Drax substation being the optimal location for the Project's connection to the electricity transmission network.

7.27 The objective of the Phase 2 Public Information Events was not to generate further feedback (although questions were received) but to provide further detail of the English Onshore Scheme and the content of the Planning Application. The questions received by NGET related to compensation, project design and construction impacts in relation to impacts on landowners, the environment, drainage and public rights of way.

Alternative Approaches to Land Rights

7.28 In terms of the use of the Order, NGET has sought to agree rights voluntarily as identified in section 6 above. NGET's approach of seeking easements for the cables is necessary and proportionate, as are the rights to be acquired pursuant to the Order.

7.29 In terms of alternative ways of acquiring such rights, NGET's approach of acquiring permanent rights as opposed to wayleaves is necessary and proportionate because wayleaves are time limited and would not provide adequate rights or protection to the Project in the way that the rights to be acquired pursuant to the Order would. In addition, wayleaves have a number of deficiencies as they:

7.29.1 can be withdrawn without the consent of NGET, unlike permanent rights;

7.29.2 cannot be registered at HM Land Registry in the same way as permanent rights; and

7.29.3 do not bind successors in title in the way that permanent rights do.

7.30 As a further alternative, NGET considered the use of necessary wayleaves under Schedule 4 to the 1989 Act as these overcome some of the deficiencies of a wayleave. However, necessary wayleaves still have the following deficiencies when compared to the permanent rights to be acquired pursuant to the Order:

7.30.1 a necessary wayleave is time limited (ordinarily to 15 years, which is far less than the operational lifetime of the Project), and may contain provisions allowing the owner or occupier to terminate prior to such expiry;

7.30.2 whilst a necessary wayleave can bind successors in title, it is not registrable at HM Land Registry in the same way as permanent rights;

7.30.3 the compensation provisions for a necessary wayleave provide less certainty than pursuant to the Order; and

7.30.4 the procedure for obtaining a necessary wayleave is similar in terms of time and cost to the rights acquired pursuant to the Order but affords less protection to the Project.

8. PUBLIC BENEFIT OF THE PROJECT

The Need for the Project

8.1 The primary objective of the Project is to reinforce the electricity network and increase transmission network capability between Scotland and northern England by 2029 in order to enable the efficient and economic transmission of electricity.

8.2 The UK and Scottish Governments have set ambitious targets to achieve net zero in their greenhouse gas emissions by 2050 in England and Wales⁴ and by 2045 in Scotland.⁵ To meet these targets the UK will need to continue to move away from traditional and polluting forms of energy generation to heat homes, charge vehicles and power businesses, and there will be a greater need for cleaner, greener energy

8.3 In November 2020 the UK Government set out its Ten Point Plan for a Green Industrial Revolution (the **Ten Point Plan**) (CD B.8). The Ten Point Plan lays the foundations for the UK to meet its legal obligation to deliver Net Zero greenhouse gas emissions by 2050. The Ten Point Plan also fully recognises that in order to connect green energy generation, specifically offshore wind, the UK must undertake a significant transformation and reinforcement of its existing electricity transmission network. This requirement has been further increased by the UK Government's British Energy Security Strategy (April 2022) (the **BESS**) (CD B.7) which now identifies a target of delivering 50 GW of renewable wind energy by 2030.

8.4 The BESS sets out the Government's aims to reduce reliance on coal and gas and to generate and store more renewable and nuclear energy in the UK and recognises the importance of the transmission network within this strategy, noting that accelerating our domestic supply of clean

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

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

and affordable electricity also requires the expansion and growth of that transmission network to connect new green energy generation, and to transfer the power to where it is needed most.

- 8.5 The Call for Evidence identifies that the electricity network will be a fundamental enabler of meeting increased demand for electricity and the changing nature of supply, “transporting the power from where it is generated to the consumers and businesses who need it”.
- 8.6 The National Grid Electricity System Operator (**NGESO**) is the electricity system operator for Great Britain. NGESO annually reviews the network capabilities requirements which includes the following notable activities and publications:
- 8.6.1 Future Energy Scenarios (**FES**)– are developed annually by NGESO with input from industry and other stakeholders. The FES represent a range of different, credible ways in which the energy could evolve taking account of policy and legislation, including net zero targets.
- 8.6.2 Electricity Ten Year Statement (**ETYS**) – using data from the FES, NGESO undertakes and annual assessment to identify points on the transmission system where more network capability is needed to ensure that energy is delivered efficiently and reliably to where it is needed.
- 8.6.3 Network Options Assessment (**NOA**) – The NOA sets out NGESO’s recommendation for which reinforcement projects should receive investment during the coming year. These are assessed by NGESO so that the most economic and efficient solutions are recommended to proceed, and others told to hold or stop. The NOA uses the latest methodology approved by Ofgem, and outputs from the FES and ETYS.
- 8.7 Scotland and the north of England is characteristically an ‘exporting’ region where installed generation capacity is more than enough to supply the local demand. Larger demand areas lie in central and south of England and so the energy flows across the southern Scottish and northern English boundaries are predominantly north-to-south, which is the main driver for reinforcements. The FES, ETYS and NOA have identified that Scotland has significant quantities of green energy and there is a need to increase the cross-border capabilities of the electric transmission network.
- 8.8 The Eastern Link (which includes the Project) achieved approval to proceed in the NOA published in 2015/2016. The requirement for reinforcement has increased as the volume of renewable energy generation connecting to, or forecast to connect to, this part of the network has increased. In the 2019/2020 and the 2020/2021 NOA, proceed signals have been given to two cross border reinforcements which includes the Project.
- 8.9 The NOA published in January 2022 (**January 2022 NOA**) (CD F.10) gave a “proceed” signal to three east coast reinforcements including the Project, and the NOA published in July 2022 (**July 2022 NOA**) (CD F.11) continues to support east coast reinforcement including the Project. The July 2022 NOA identifies the Project as a Holistic Network Design (**HND**) essential option, being a reinforcement that is essential to deliver the Pathway to 2030.

- 8.10 HND identifies the Project as a significant reinforcement project, which is needed on top of the proposed coordinated offshore network to meet increasing bulk power flow requirements brought on by such vast volumes of low carbon generation. The HND provides a recommended offshore and onshore design for a 2030 electricity network, that facilitates the Government’s ambition for 50GW of offshore wind by 2030.”
- 8.11 The Pathway to 2030 dated July 2022 (the **Pathway to 2030**) (CD F.12) recognises the clear value in transferring power from Scotland to England, and it also identifies that the Project is required in addition to the coordinated offshore network.
- 8.12 The Government recently consulted on its Strategy and Policy Statement for Energy Policy in Great Britain (the **Policy Consultation**) (CD B.12). One of the Government’s policy objectives in this document is to “*dramatically reduce timelines for delivering strategic onshore transmission network infrastructure and halve the end-to-end process by the mid-2020s*” and its expectation that “*Ofgem should significantly expedite the regulatory approvals process for strategic network infrastructure*”. The Policy Consultation also recognises that the: “*electricity and gas transmission and distribution networks need to be transformed to meet the demands of a decarbonised energy system and to meet government’s ambitions for low carbon and renewable energy generation. The growth of low-carbon electricity generation will need to accelerate significantly.*” The Project will support these key policy objectives.
- 8.13 Ofgem has approved the initial needs case and the final needs case for the Project, with the final needs case approved in the Eastern HVDC – Conditional Decision: Final Needs Case dated 8 July 2022 (the **Ofgem FNC Decision**) (CD F.17).
- 8.14 In the Ofgem FNC Decision, Ofgem confirmed that the Project is necessary and will deliver significant benefits for consumers by allowing additional renewable generation to connect to the network and reduce constraint costs. Ofgem have also confirmed that the technical options are clear and demonstrable with robust cost benefit analysis, and that through appropriate technical consideration NGET has come to the preferred option for the Project. The Ofgem FNC Decision reflects the national need for the Project.
- 8.15 There is also precedent for projects of a similar nature securing section 35 directions pursuant to the Planning Act 2008, demonstrating their national significance. For example, NGET’s Sea Link Reinforcement Project benefits from a section 35 direction on the basis that it:
- 8.15.1 is of national significance, taking into account that it is a large-scale linear electricity transmission reinforcement project with a 2GW capacity; and
 - 8.15.2 will play an important role in enabling an energy system that meets the UK’s commitment to reduce carbon emissions and the Government’s objectives to create a secure, reliable and affordable energy supply for consumers.

Status of the Project

- 8.16 Please see section 9 for more detail.

National Energy Policy

- 8.17 The National Infrastructure Delivery Plan 2016 – 2021 dated March 2016 (the **NIDP**) (CD B.9) prepared by the Infrastructure and Projects Authority explains requirements and funding for national infrastructure. In the current Parliament and beyond, it recognises that network companies face an unprecedented investment challenge to maintain a reliable, secure network, and deal with changes in demand and generation that will occur in a low carbon future.
- 8.18 In May 2019, the Committee on Climate Change published Net Zero – The UK’s Contribution to Stopping Global Warming (the **Net Zero Report**) (CD B.13). The Net Zero Report recommended a new target of net zero greenhouse gas emissions by 2050 and this was passed into law in June 2019. The Net Zero Report recognises that transmission network capacity will need to keep pace with developments on generation (e.g., large-scale offshore wind) and interconnections, and the Net Zero Report also recognises the need for enhanced system flexibility.
- 8.19 The Energy White Paper published in December 2020 (the **White Paper**) (CD B.10) is one of the more recent Government policy papers setting out how the UK will reach net zero emissions by 2050.
- 8.20 The White Paper explains that it is likely that overall demand for electricity will double by 2050 due to the electrification of other sectors such as transport and heating. On page 42, it states that meeting this demand by 2050 would require “*a four-fold increase in clean electricity generation with the decarbonisation of electricity increasingly underpinning the delivery of our net zero target*”.
- 8.21 The White Paper identifies the Government’s aim for a fully decarbonised, reliable and low-cost power system by 2050, including 40 GW of wind generation capacity by 2030, which is enough to power every home in the UK.
- 8.22 At page 76, the White Paper explains the importance of electricity network infrastructure in enabling the successful delivery of this objective. It states:
- 8.22.1 “*The transformation of our energy system will require growing investment in physical infrastructure, to extend or reinforce the networks of pipes and wires which connect energy assets to the system and maintain essential resilience and reliability.*”
- 8.23 The Government set out a Ten Point Plan to lay the foundations to meet its legal obligation to reach net zero greenhouse emissions by 2050 and encourage a Green Industrial Revolution in the Ten Point Plan. The Ten Point Plan recognises that in order to integrate clean technologies like offshore wind, we must transform our energy system, building more network infrastructure.
- 8.24 The Net Zero Strategy: Build Back Greener, 2021 (the **Net Zero Strategy**) (CD B.14) sets out the Government’s vision of using the necessary action to tackle climate change as an economic opportunity to create prosperity. Part 3i (Power) sets out key commitments to deliver a decarbonised power system by 2035. These include:
- 8.24.1 Subject to supply, all electricity will come from low carbon sources by 2035;
- 8.24.2 Delivery of 40GW of offshore wind by 2030;

- 8.24.3 Investing in supply chains, infrastructure and early-coordination of offshore transmission networks for the offshore wind sector;
- 8.24.4 Ensuring the planning system can support the deployment of low carbon energy infrastructure.
- 8.25 The BESS sets out the Government’s aims to reduce reliance on coal and gas and to generate and store more renewable and nuclear energy in the UK.
- 8.26 The Government recognise the importance of the transmission network within the BESS, and that accelerating our domestic supply of clean and affordable electricity also requires accelerating the connecting network infrastructure to support it. One of the Government’s objectives is to dramatically reduce timelines for delivering strategic onshore transmission network infrastructure by around three years.
- 8.27 The importance of the transmission network is recognised in the Government’s consultation draft of the Strategy and Policy Statement for Energy Policy in Great Britain (the **Draft Energy Policy**) (CD B.12), which identifies that the electricity transmission network needs to be transformed to meet the demands of a decarbonised energy system and to meet Government’s ambitions for low carbon and renewable energy generation. One of the Government’s policy outcomes is to: dramatically reduce timelines for delivering strategic onshore transmission network infrastructure and halve the end-to-end process by the mid-2020s.
- 8.28 Further to this, the UK’s Electricity Networks Commissioner set out a series of independent recommendations in August 2023, in what is known as the ‘**Winer Report**’ (CD B.20). The Winer Report emphasised that electricity demand is expected to increase at least two-fold by 2050, and that in order to support this growth, a complete transformation of the electricity transmission network will be required. It is also noted that, “*in particular, high voltage cable and HVDC equipment look likely to be in short supply for years or decades*”.
- 8.29 In response to the Winer Report, the Government published their Transmission Acceleration Action Plan (**TAAP**) (CD B.21) in November 2023. The TAAP states clearly that the UK transmission network must undergo “*unprecedented expansion*” in order to meet the necessary anticipated grid capacity. Various policy reforms and recommendations are set out within the TAAP and it is clear that transmission developments are of the utmost importance in meeting grid capacity and consequently being able to meet net-zero targets.
- 8.30 The Project is one of twelve developments which make up National Grid’s ‘Great Grid Upgrade’, which will enable more clean energy to be delivered to communities across England and Wales. The Great Grid Upgrade is formed through a partnership approach, to enable a more integrated and cost-effective acceleration of vital grid infrastructure, such as the Project.
- 8.31 Ofgem have also identified the Project as an Accelerated Strategic Transmission Investment (**ASTI**) project. ASTI projects will form part of a new regulatory framework which is aimed at providing earlier access to project funding in order to accelerate the delivery of ASTI projects and achieve the Government’s 2030 objectives.

- 8.32 Ofgem’s analysis suggests that, if all ASTI projects are delivered by their optimal delivery dates, consumers will see a net benefit of up to £2.1bn in terms of reduced constraint costs and carbon savings. Ofgem are clear that this consumer benefit is contingent upon timely project delivery.

National Planning Policy

- 8.33 Whilst the Project is not a nationally significant infrastructure project, the following National Policy Statements (NPSs) are material to, and demonstrate national policy support for, the Project. The NPSs are in the process of being updated, with the revised NPSs published in November 2023. These have not yet been designated however the content of these revised NPSs is still a relevant material consideration. This section is set out as follows::

- 8.33.1 EN-1 Overarching NPS for Energy 2011 (**EN-1**) (CD B.2);
- 8.33.2 EN-5 National Policy Statement for Electricity Networks Infrastructure 2011 (**EN-5**) (CD B.3);
- 8.33.3 Revised EN-1 (**Revised EN-1**) (CD B.4); and
- 8.33.4 Revised EN-5 (**Revised EN-5**) (CD B.5).

EN-1

- 8.34 EN-1 is one of a suite of energy NPSs designated by the Secretary of State for Energy and Climate Change under the Planning Act 2008 (CD A.15). EN-1 is the overarching NPS providing policies for the whole energy system.

- 8.35 EN-1 recognises the need for new electricity infrastructure to connect new sources of supply and to accommodate the increase in demand arising from factors such as the development of new housing and business premises. EN-1 explains that: “EN-1 concludes, at paragraph 3.7.10, that:

- 8.35.1 *“there is an urgent need for new electricity distribution infrastructure (and in particular for new lines of 132 kV and above) to be provided”*; and
- 8.35.2 *“the need for any given proposed new reinforcement has been demonstrated if it represents an efficient and economical means of reinforcing the network to ensure that it is sufficiently resilient and has sufficient capacity (in the light of any performance standards set by Ofgem) to supply current or anticipated future levels of demand”*.

EN-5

- 8.36 EN-5 is an electricity networks infrastructure NPS and was developed to provide policy direction on the development of new electricity networks.

- 8.37 EN-5 states that: *“The new electricity generating infrastructure that the UK needs to move to a low carbon economy while maintaining security of supply will be heavily dependent on the availability of a fit for purpose and robust electricity network. That network will need to be able to support a more complex system of supply and demand than currently and cope with generation occurring in more diverse locations.”* (EN-5 paragraph 1.1.1).

- 8.38 EN-5 recognises that where strategic reinforcement of the network is required, the options for the beginning and end points are often fairly limited and the route of connections will need to be developed taking into account a number of factors, including engineering and environmental aspects (EN-5 paragraph 2.2.2).
- 8.39 NGET has developed the route through an extensive optioneering process (see Section 7 above), taking into account a wide range of environmental considerations such as ecology, drainage, access, heritage, archaeology, landscape and public rights of way. Additionally, technical, ownership and cost requirements have all been incorporated into informing the route and mitigating the impact of the design proposals. NGET's approach is fully in line with the approach outlined in EN-5.

Revised EN-1

- 8.40 In Revised EN-1 the Government acknowledges that much of its plans to decarbonise the UK's economy involves electrification, such as in the areas of transport, heat and industry, and that this in itself would likely result in more than half of the UK's energy demand being met by electricity by 2050, up from just 17% in 2019.
- 8.41 Revised EN-1 sets out the need to ensure that there is security of energy supply in the UK and that the cost of energy is affordable for end-users. It states the Government considers that in order to meet its objectives for the energy system, the need for new large-scale energy infrastructure is urgent.
- 8.42 Revised EN-1 also acknowledges that different types of electricity infrastructure will be needed and includes an explanation of the need for new generation, network, storage and interconnection infrastructure, alongside energy efficiency and demand-side response measures.
- 8.43 Paragraphs 3.3.63 to 3.3.78 of Revised EN-1 set out the need for new and enhanced electricity network infrastructure in particular. Paragraph 3.3.63 identifies that there is an urgent need for new electricity network infrastructure to meet our energy objectives.
- 8.44 At Paragraph 3.3.64, Revised NPS EN-1 states that:
- “The security and reliability of the UK's current and future energy supply is very highly dependent on having an electricity network which will enable new renewable electricity generation, storage, and interconnection infrastructure that our country needs to meet the rapid increase in electricity demand required to transition to net zero while maintaining energy security. The delivery of this important infrastructure also needs to balance cost to consumers, accelerated timelines for delivery and the minimisation of community and environmental impacts.”*
- 8.45 Paragraph 3.3.65 sets out that new electricity network infrastructure will be needed not only to connect to new sources of electricity generation, but to protect against the risk of large-scale supply interruptions as the electricity system grows in scale, dispersion, variety, and complexity. In particular it identifies that new high voltage electricity lines (which include underground cables) are needed, concluding that:

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

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

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

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

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

8.48 Revised EN-1 also introduces the concept of development and infrastructure which is to be considered ‘critical national priority’ (CNP). The urgent need for CNP infrastructure is emphasised in achieving energy and net-zero goals. will generally outweigh any other residual impacts, and EN-1 emphasises that *“for projects which qualify as CNP infrastructure, it is likely that the need case will outweigh the residual effects in all but the most exceptional cases”*. Government’s view that there is a CNP for all nationally significant low-carbon infrastructure, which is defined as including electricity grid infrastructure of the nature of the Project.

Revised EN-5

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

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

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

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

8.51 Further to this, Paragraph 2.2.3 of Revised EN-5

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

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

8.53 With regard to landscape impacts Revised EN-5 states at paragraphs 2.9.9 – 2.9.11:

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

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

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

8.54 Expanding on what will be classed as nationally significant low-carbon infrastructure and therefore CNP, Revised EN-5 confirms that *“all new grid projects will contribute towards greater efficiency in constructing, operating and connecting low carbon infrastructure to the National Electricity Transmission System”*. It is specifically noted that this includes infrastructure identified in the Holistic Network Design, which the Project is part of.

National Planning Policy Framework (September 2023)

8.55 The National Planning Policy Framework (revised in September 2023) (the **NPPF**) (CD B.1) is also material to, and demonstrates national policy support for, the Project.

Local Planning Policy

8.56 The Project enjoys planning policy support.

8.57 The local planning policy is set out in full in the Planning Statement (CD C.1).

NGET’s Statutory Duties

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

Conclusion

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

9. THE PLANNING POSITION FOR THE ENGLISH ONSHORE SCHEME

- 9.1 As described in paragraph 1.3, the English Onshore Scheme comprises the:
- 9.1.1 Converter Station;
 - 9.1.2 Substation;
 - 9.1.3 Cable Development (underground electricity cables and associated infrastructure including fibre-optic cables, pits and service pillars);
 - 9.1.4 Compound Works (use of land for construction laydown areas);
 - 9.1.5 Drainage; and
 - 9.1.6 Accesses (construction of accesses for access and egress to the Cable Development to and from the public highway).

Overview

- 9.2 The works to the Substation benefit from planning permission pursuant to the Town and Country Planning (General Permitted Development) (England) Order 2015 (CD A.21) (the **GPDO**).
- 9.3 Article 3(1) of the GPDO grants planning permission for certain developments comprised in Schedule 2 to the GPDO, subject to any exception, limitation or condition specified in Schedule

2 to the GPDO. Permitted development rights are also subject to general restrictions specified within Article 3 and Article 4 of the GPDO.

- 9.4 Several components of the English Onshore Scheme do require planning permission. The Project spans two administrative boundaries and so elements of the English: East Riding of Yorkshire Council and North Yorkshire Council.
- 9.5 Planning permission was granted on 3 March 2023 with reference 22/01990/STPLFE by East Riding of Yorkshire Council for the construction of sub-surface cable route from Drax Power Station to Fraisthorpe Coastline with associated accesses and temporary construction compounds in association with the Project (“**ERYC Decision Notice**”) (CD C.4).
- 9.6 Planning permission was granted on 11 August 2023 with reference 2022/0711/EIA by North Yorkshire Council (“**NYC Decision Notice**”) (CD C.5). It is a hybrid planning permission comprising two parts. Part 1 is an outline planning permission (all matters reserved) for the construction of a converter station at Drax, Selby. Part 2 is a full planning permission for the installation of HVDC underground cables from the River Ouse to the converter station and HVAC underground cables from the converter station to the existing Drax Substation as well as all associated temporary works including compounds, accesses and bell mouths as part of the construction of the Project.
- 9.7 The ERYC Decision Notice and the NYC Decision Notice are together referred to as the Decision Notices.

Substation

- 9.8 The works to the Substation benefit from planning permission pursuant to the GPDO. The Substation is not included in the Order as the land is owned by NGET.
- 9.9 Class B(a) of Part 15 of Schedule 2 to the GPDO (the **Cable PD Right**) permits development by statutory undertakers for the transmission of electricity for the purposes of their undertaking consisting of the installation or replacement in, on, over or under land of an electric line and the construction of shafts and tunnels and the installation or replacement of feeder or service pillars or transforming or switching stations or chambers reasonably necessary in connection with an electric line. The Cable PD Right permits the installation of the HVAC Cable within the Substation boundary.
- 9.10 Classes B(d) to Classes B(f) of Part 15 of Schedule 2 to the GPDO permit further development by statutory undertakers for the transmission of electricity for the purposes of their undertaking on operational land. The existing Substation is operational land for the purposes of the GPDO.
- 9.11 NGET is a statutory undertaker with the benefit of the Transmission Licence. The works to the Substation are for electricity transmission undertaken for the purposes of NGET’s licence.
- 9.12 None of the limitations or conditions in Schedule 2 to the GPDO are applicable to the Substation. Therefore, the relevant permitted development rights pursuant to the GPDO grant planning permission for the Substation subject to no conditions.

Converter Station

- 9.13 The Converter Station will be consented pursuant to the NYC Decision Notice. Part 1 of the NYC Decision Notice is an outline planning permission for the construction of a convertor station at Drax, Selby with the following matters reserved: appearance; layout; scale; landscaping; and access.

Cable Development

- 9.14 The HVDC Cable and the HVAC Cable is consented pursuant to the Decision Notices.

Temporary Compounds and Converter Station Compound

- 9.15 The Temporary Compounds and the Converter Station Compound are consented pursuant to the Decision Notices.

Drainage

- 9.16 The extent of drainage is included in the Decision Notices. The drainage is consented pursuant to the Decision Notices.

Accesses

- 9.17 A number of accesses are consented pursuant to the Decision Notices.
- 9.18 A number of additional accesses will be permitted pursuant to the GPDO.

Environmental Impact Assessment (EIA) Status

- 9.19 The English Onshore Scheme is EIA development for the purposes of the EIA Directive, and the component parts are EIA development for the purposes of the Town and Country Planning (Environmental Impact Assessment) Regulations 2017 (the **EIA Regulations**) (CD A.23). Selby District Council (replaced by North Yorkshire Council) on the 19th March 2021 and East Riding Yorkshire Council on the 8th April 2021 respectively issued their Screening Opinions confirming that the English Onshore Scheme is considered to be ‘EIA Development’.
- 9.20 The English Onshore Scheme has been subject to environmental assessment pursuant to the EIA Regulations and an environmental statement accompanied the planning applications that led to the grant of the Decision Notices.

Habitats Regulation Assessment (HRA) Status

- 9.21 The English Onshore Scheme does not have any likely significant effect on any European site for the purposes of the Conservation of Habitats and Species Regulations 2017 (the **Habitats Regulations**) (CD A.22).

Conclusion

- 9.22 Several components of the English Onshore Scheme are subject to, and permitted by, the Decision Notices.
- 9.23 The works at the Substation benefit from planning permission granted under the GPDO. None of the general limitations to permitted development rights or the specific limitations in the relevant Classes of permitted development rights are applicable to the Project.

10. THE PLANNING POSITION FOR THE REMAINDER OF THE PROJECT

- 10.1 The Scottish Onshore Scheme has been consented by SSEN. With regard to the Scottish Onshore Scheme, the converter station has the benefit of permission in principle and the onshore cable infrastructure is consented through permitted development rights.
- 10.2 The Marine Scheme traverses English and Scottish territorial waters.
- 10.3 NGET has submitted a marine licence application (ref: MLA/2022/00273) to the MMO in respect of the English components of the Marine Scheme. This application was submitted on 30 June 2022 and the marine licence was granted on 28 July 2023 (CD C.7).
- 10.4 NGET submitted a marine licence application (ref: 00009943 - Eastern Green Link 2 (EGL2) HVDC Cables and Cable Protection - Peterhead to Drax) to MS Lot in respect of the Scottish components of the Marine Scheme. This application was submitted on 30 June 2022 and the marine licence was granted on 4 May 2023.

11. SPECIAL CATEGORY LAND AND OTHER SPECIAL CONSIDERATIONS

Crown Land

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

Public Open Space – Acquisition of Rights

- 11.2 Plots 45/1250, 45/1251, 45/1251a, 45/1252, 45/1253, 45/1254, 46/1251b and 46/1251c comprise the beach, foreshore and sea (the Beach) and is subject to the acquisition of rights pursuant to the Order (the **Beach**) is subject to the acquisition of rights pursuant to the Order.
- 11.3 Although the Beach has no formal designation as open space, it is currently in use as informal public open space and is accessible by the general public. Therefore, the provisions of Schedule 3 to the 1981 Act are engaged. This is because of the definition of open space as meaning: “*any land laid out as a public garden, or used for the purposes of public recreation, or land being a disused burial ground*”.
- 11.4 As the Order will authorise the acquisition of rights over land forming part of open space (the Beach) it will be subject to special parliamentary procedure (**SPP**) unless the Secretary of State is satisfied (and certifies accordingly) that the land, when burdened with that right, will be no less advantageous to those persons in whom it is vested and other persons, if any, entitled to rights of common or other rights, and to the public, than it was before (the **Rights Test**).
- 11.5 A public open space statement was prepared to support a request to the Secretary of State to grant a certificate pursuant to Paragraph 6 of Schedule 3 to the 1981 Act in respect of the compulsory acquisition of rights over land comprising open space.

- 11.6 There is recent precedent for interconnector projects to treat areas of beach as open space and secure certificates from the Secretary of State before confirmation of the CPO⁶. These projects also set a precedent in the grant of such certificates pursuant to the Rights Test for similar projects.
- 11.7 The Beach (save for plots 45/1251a, 46/1251b and 46/1251c) will be subject to the Landfall Rights, with an HVDC Cable installed beneath the Beach using trenchless installation techniques. The use of the Beach, when burdened with these rights, will be no less advantageous to those persons in whom it is vested and other persons, if any, entitled to rights of common or other rights, and to the public, than it was before. This is because, following construction of the Project, the HVDC Cables will be situated below ground and public access will remain available over the entire area of the Beach. Any disturbance caused by the exercise of the rights will be temporary.
- 11.8 The remainder of the Beach, comprising plots 45/1251a, 46/1251b and 46/1251c, will be subject to Access Rights and Temporary Access Rights. The use of the Beach, when burdened with these rights, will be no less advantageous to those persons in whom it is vested and other persons, if any, entitled to rights of common or other rights, and to the public, than it was before. This is because, the access will be required temporarily during construction and only in the event of maintenance will any permanent rights be utilised. As such, any disturbance caused by the exercise of the rights will be temporary.
- 11.9 On 26 September 2023, NGET requested that the Secretary of State certify under paragraph 6(1)(a) of Schedule 3 to the 1981 Act that the Beach, when burdened with the Landfall Rights, Access Rights and Temporary Access Rights, will be no less advantageous to those persons in whom it is vested and other persons, if any, entitled to rights of common or other rights, and to the public, than it was before.
- 11.10 The Beach satisfies the Rights Test. These parcels of land when burdened with the rights pursuant to the Order, will be no less advantageous to those persons in whom it is vested and other persons, if any, entitled to rights of common or other rights, and to the public, than it was before.
- 11.11 On 10 November 2023, a response was received from the Secretary of State confirming their intention to issue a certificate pursuant to the above-noted request. NGET are following the required notification procedure, with notices being published on 13 December 2023. The objection period will end on 10 January 2023, further to which it is anticipated the relevant certificate will be granted.

Statutory Undertakers

- 11.12 Paragraph 4 of Schedule 3 to the 1981 Act contains restrictions which apply to the acquisition of rights over local authority and statutory undertakers land.
- 11.13 In respect of such land, the following parties own land subject to the Project:
- 11.13.1 Canal & Rivers Trust;
 - 11.13.2 Church Commissioners For England;

⁶ For example, The National Grid North Sea Link Limited (East Sleekburn) Compulsory Purchase Order 2016 and The FAB Link Limited (Budleigh Salterton to Broadclyst) Compulsory Purchase Order 2016

- 11.13.3 East Riding of Yorkshire Council;
 - 11.13.4 Environment Agency;
 - 11.13.5 Hutton Cranswick Parish Council;
 - 11.13.6 National Gas Transmission plc;
 - 11.13.7 Network Rail Infrastructure Limited;
 - 11.13.8 Ouse & Humber Drainage Board; and
 - 11.13.9 North Yorkshire County Council.
- 11.14 However, paragraph 4(2) of Schedule 3 to the 1981 Act confirms that a compulsory purchase order shall not be subject to special parliamentary procedure where the person acquiring the interest is a statutory undertaker. As NGET holds the Transmission Licence, it is a statutory UK undertaker for the purposes of the 1981 Act (by virtue of Schedule 16 to the 1989 Act). Accordingly, special parliamentary procedure does not apply to the Order.
- 11.15 A number of undertakers are noted in Table 2 of the Order as being other qualifying persons under section 12(2A)(b) of the Acquisition of Land Act 1981 (CD A.6). The Project may cross or be in proximity with those undertakers' apparatus.

12. OBJECTIONS TO THE ORDER

- 12.1 This section of the Statement of Case sets out NGET's detailed response to the objections made to the Order.
- 12.2 Some of the objections can be grouped by location.
- 12.3 OBJ1, OBJ8(2), OBJ10 and OBJ14 relate to the Wansford area.
- 12.4 OBJ5, OBJ8(8) and OBJ17 relate to the Kiplingcotes area.
- 12.5 OBJ6 and OBJ18 relate to the same landowner and the content of these two objections is identical.
- 12.6 Each of the objections sets out separate points which are specific to the relevant landowners. Therefore, NGET has set out a detailed response to each objection in this section of the Statement of Case.
- 12.7 One representation has been submitted which is not a relevant objection; this is OBJ9, which has been submitted by the NFU and LIG. This is addressed below.
- 12.8 To the extent that an objection makes the point that the compelling case in the public interest has not been made out, section 8 of this Statement of Case demonstrates the compelling case in the public interest and NGET's approach to the acquisition of rights demonstrates that it has taken a proportionate approach to the proposed acquisition of rights.
- 12.9 To the extent that an objection makes the point that there are insufficient details of the ongoing relationship between NGET and the relevant landowner, it is important to note that each set of Heads of Terms that has been issued by NGET was accompanied by NGET's Construction best practice for underground cable installation version 1 (**NGET's Best Practice Guide**) (CD F.5).

NGET's Heads of Terms include confirmation that all project works will be carried out in adherence to NGET's Best Practice Guide. None of the objections comment on NGET's Best Practice Guide or identify why NGET's Best Practice Guide is insufficient to regulate the construction of the English Onshore Scheme.

OBJ1 (CD D.8)

- 12.10 OBJ1 is an objection made by Wansford Trout Farm Limited who are the landowners for Plot 35/990B.
- 12.11 This Statement of Case sets out the extensive engagement that has been undertaken by NGET in respect of the Project.
- 12.12 In respect of the relevant objector, Heads of Terms were initially issued to the landowner on 15 December 2022. Revised Heads of Terms were subsequently issued on 21 July 2023. Throughout this period, NGET has sought to engage with the landowner but NGET understands that the landowner objects to the level of compensation offered. NGET has not received an alternative offer of compensation. NGET remain committed to reaching a voluntary agreement with the landowner.
- 12.13 To the extent that the objection is maintained and it relates to compensation, NGET's position is that the objection can be disregarded pursuant to Section 13(4) of the 1981 Act.

OBJ2 (CD. D.9)

- 12.14 OBJ2 is an objection made by Network Rail Infrastructure Limited ("NR") who are landowner of various plots, however OBJ2 has not been made in respect of any specific named plot.
- 12.15 OBJ2 was made on the grounds that the CPO adversely affects NR's operational land. One of the key concerns which has arisen from further discussion is around the depth of NGET's cable. The Project will commit to burying the transmission cables at a sufficient depth so as to avoid any adverse impact on NR's assets and land and NGET's position is that the English Onshore Scheme will not have an adverse effect on NR's operational land.
- 12.16 NGET have entered into a basic asset protection agreement ("BAPA") with NR and NGET have secured technical approval for the interaction between the English Onshore Scheme and NR's operational land.
- 12.17 NGET have been in negotiations with NR to enter into a further document to secure land rights.
- 12.18 NGET is engaged with NR over some final points of detail in the draft agreement.

OBJ3 (CD D.10)

- 12.19 OBJ3 is an objection made by Robin Smyth, who is the landowner in respect of Plots 32/847, 32/848, 32/850, 32/851, 32/864, 32/867b, 32/867c, 32/869, 32/871, 32/872, 32/874, 32/875, 32/876, 32/876a, 32/877, 32/878, 32/879, 32/880, 32/881, 32/882, 32/883, 32/884, 32/885, 32/886, 32/887, 32/888, 32/889, 32/890, 32/891, 32/892, 32/893, 32/893a, 32/893b, 32/893c, 32/894, 32/895, 32/896, 32/898, 32/899, 32/899a, 32/900, 32/901, 32/901a and 32/902.

12.20 OBJ3 is based on three grounds of objection: (1) concerns around agricultural drainage; (2) noise and light pollution; and (3) potential risks from electromagnetic radiation. NGET have subsequently undertaken extensive engagement with Robin Smyth. Heads of Terms have now been agreed and signed, on the basis that all issues raised within Obj3 have now been resolved. However, for clarity further detail on each of the issues raised is summarised below.

12.21 Agricultural Drainage

12.22 NGET's Best Practice Guide (CD F.5) sets out its approach to field drainage and as identified above, it provides that NGET will instruct a drainage consultant to provide pre and post construction drainage plans. In order to expedite this process, NGET has engaged a drainage consultant to conduct surveys and devise pre and post-construction works conceptual design plans. This drainage consultant will be further engaged in due course to liaise directly with the landowners to discuss how their plans interact with existing drainage schemes, in order to engage with the relevant landowner and address this issue. The English Onshore Scheme has been granted planning permission. This matter has been considered as part of the planning process and is controlled by the planning conditions: condition 10 of the ERYC Decision Notice and condition 38 of the NYC Decision Notice, which require the approval of a construction drainage scheme in respect of the cable development.

12.23 Noise and Light Pollution

12.24 Noise and light pollution will only be a possibility during the construction phase of the Project, which in this location will be short-term and is anticipated to cause minimal disruption. Restrictions on working hours will be adhered to and the CEMP will regulate the Project in such a way that any disruption due to noise and light will be insignificant and short-term in nature. In particular, Chapter 18 of the Environmental Statement (CD C.8) is relevant here. The English Onshore Scheme has been granted planning permission pursuant to the ERYC Decision Notice and the NYC Decision Notice. This matter has been considered as part of the planning process and is controlled by planning conditions which secure appropriate mitigation. The CEMP is secured through condition 9 of the ERYC Decision Notice and condition 35 of the NYC Decision Notice.

12.25 Risks from Electromagnetic Radiation

12.26 There are strict regulations for construction and development of infrastructure which NGET will comply with at all times throughout design and implementation. There is no anticipated risk of health impacts related to electromagnetic radiation. The English Onshore Scheme has been granted planning permission pursuant to the ERYC Decision Notice and the NYC Decision Notice, and was subject to a full environmental impact assessment.

OBJ4 (CD D.11)

12.27 OBJ4 is an objection made by Mr Colin Wright and Mrs Margaret Wright who are the relevant landowners for 4/194, 4/196, 4/197, 5/198, 5/199, 5/206, 4/191, 4/195, 5/199a, 5/199b, 5/199c, 5/199d, 5/199e, 5/199f, 5/199g, 5/199h, 5/199i, 5/204.

12.28 OBJ4 is based on three grounds of objection: (1) lack of engagement; (2) HOT's not aligning with their business model; and (3) concerns around drainage. Following further engagement with Mr and Mrs Wright, NGET is of the understanding that the only outstanding concern relates to drainage. Heads of Terms have now been agreed and signed subject to caveats on how their business will be impacted going forward. However, for clarity further detail on each of the issues raised is summarised below.

12.29 Lack of Engagement

12.30 This Statement of Case sets out the extensive engagement that has been undertaken by NGET in respect of the Project.

12.31 Heads of Terms were initially issued to these landowners on 3 November 2022. Revised Heads of Terms were subsequently issued on 30 June 2023. Throughout this period, NGET has sought to engage with the landowners but NGET understands that the landowners' object to the level of compensation offered. NGET remains committed to reaching a voluntary agreement with the landowner. Section 7.13 of the Statement of Reasons and Section 7.13 of this Statement of Case demonstrate how NGET's engagement with the landowners led to alterations to the design of the English Onshore Scheme.

12.32 To the extent that the objection is maintained and it relates to compensation, NGET's position is that the objection can be disregarded pursuant to Section 13(4) of the 1981 Act.

12.33 Business Model Compatibility

12.34 Mr and Mrs Wright have explained that they are hoping to extend their Christmas Tree farm into a neighbouring field which they own, and which is impacted by the CPO. NGET have received no evidence of these business plans and are of the view that this point relates to compensation. Negotiations are ongoing and as emphasised above, NGET remain committed to reaching a voluntary agreement with the landowners. As set out in Section 7.13 of the Statement of Reasons and Section 7.13 of this Statement of Case, NGET have engaged with the landowners to inform the design of the English Onshore Scheme.

12.35 Drainage

12.36 NGET's Best Practice Guide (CD F.5) sets out its approach to field drainage and as identified above it confirms that NGET will instruct a drainage consultant to provide pre and post construction drainage plans. NGET has engaged a drainage consultant to conduct surveys and devise pre and post-construction works conceptual design plans. This drainage consultant will be further engaged in due course to liaise directly with the landowners to discuss how their plans interact with existing drainage schemes, in order to engage with the relevant landowner and address this issue. The English Onshore Scheme has been granted planning permission. This matter has been considered as part of the planning process and is controlled by the planning conditions: condition 10 of the ERYC Decision Notice and condition 38 of the NYC Decision Notice, which require the approval of a construction drainage scheme in respect of the cable development.

OBJ5 (CD D.12)

- 12.37 OBJ5 is an objection made by Christopher Drysdale who is the relevant landowner for plots 22/641 and 22/641a.
- 12.38 This Statement of Case sets out the extensive engagement that has been undertaken by NGET in respect of the Project.
- 12.39 In respect of the relevant objector, Heads of Terms were initially issued to the landowner on 15 December 2022. Revised Heads of Terms were subsequently issued on 13 July 2023. Throughout this period, NGET has sought to engage with the landowner and a site meeting was held on 16 November 2023.
- 12.40 At this specific plot, there is optionality in respect of the cable route with a ‘western’ and ‘eastern’ option. Only one of these options will be taken forward as communicated to the landowner. Both of these options benefit from planning permission pursuant to the ERYC Decision. Both of these options are technically feasible and a decision on which option will be used will be made by the contractor.
- 12.41 To address concerns around impacts from construction traffic, NGET are in the process of exploring traffic monitoring methods in order to ensure minimal disruption at the property.
- 12.42 The CPO is concerned with the acquisition of land and rights necessary to deliver the English Onshore Scheme. The planning and environmental impacts of the English Onshore Scheme have been fully consulted by ERYC and Natural England in considering the planning application and environmental statement before the grant of the ERYC Planning Permission.
- OBJ6 (CD D.13)
- 12.43 OBJ6 is an objection made by ADAS Rural on behalf of the Right Honourable Henry Hotham, David Brotherton and Henry Trotter who are the relevant landowners for plots 24/712, 24/709, 25/724, 25/726b, 25/719, 25/725, 25/727, 25/728, 25/729, 25/730, 25/731, 26/734, 26/735, 26/736, 26/738, 26/743, 26/739, 26/745, 26/744, 26/749, 23/701, 24/709, 25/726, 25/727a, 25/727b, 25/729a, 25/731a, 23/732, 23/732a, 26/734a, 26/745.
- 12.44 OBJ6 is based on six grounds of objection: (1) lack of engagement; (2) alternative cable routes; (3) discrepancy in plans; (4) cable depth; (5) need for permanent rights; and (6) incentive payment.
- 12.45 NGET have continued to undertake extensive engagement with the landowners, and are of the understanding that the only outstanding concern relates to cable depth issues. Heads of Terms have also now been agreed and signed although the addendums have not been agreed. However, for clarity further detail on each of the issues raised is summarised below.
- 12.46 Lack of Engagement
- 12.47 This Statement of Case sets out the extensive engagement that has been undertaken by NGET in respect of the Project.
- 12.48 Heads of Terms were initially issued to the landowner on 17 November 2022. Revised Heads of Terms were subsequently issued on 9 June 2023. Throughout this period, NGET has sought to

engage with the landowners. NGET remain committed to reaching a voluntary agreement with the landowner.

12.49 The relevant landowner's land agent is part of the LIG. Section 6.10 to Section 6.12 of the Statement of Reasons and this Statement of Case set out the detailed engagement that NGET undertook with the LIG prior to making the Order. Since making the Order, NGET has continued to engage. The purpose of these negotiations has been to update and address the Heads of Terms.

12.50 Alternative Cable Route

12.51 The objection notes that the landowner is unaware of any significant surveys or inspections being undertaken to help in determining the route. NGET will only exercise CPO powers over one cable route option and appropriate surveys will be undertaken in determining this decision.

12.52 The most recent survey licences have not been signed-off by the landowner. However, further to the previous survey licence being signed-off, intrusive trial pits surveys were undertaken between 30 August 2022 and 9 September 2022 at the site. It was concluded that borehole surveys were not necessary at this location. Additionally, geophysical survey and metal detector surveys were undertaken on 10 January 2022. Finally, an ecology walkover was undertaken on 12 November 2021.

12.53 Both of these options benefit from planning permission pursuant to the ERYC Decision. Both of these options are technically feasible and a decision on which option will be used will be made by the contractor.

12.54 Discrepancy in Plans

12.55 This query relates to the extent of the blue land shown on the plans issued with the Heads of Terms, and the objection notes that there is a discrepancy between the CPO plans and those which were included with the Heads of Terms.

12.56 In respect of the voluntary rights which NGET are seeking to acquire for post-construction drainage and access rights, NGET have tried to build in some additional flexibility with a wider footprint so that if additional works are required post-completion, it will be important that NGET has the ability to lay new or alternative drainage to the nearest watercourse. In terms of access, it is possible that there may be obstructions (e.g. hedges etc) above-ground which restrict direct access along the cable easement. In order to build-in a slightly increased level of flexibility through the voluntary agreements, NGET is seeking to acquire these rights over a slightly wider footprint where possible. The CPO plans do not seek to build-in this additional level of flexibility on the basis that NGET has sought to minimise the acquisition of CPO rights over the least amount of land needed.

12.57 Cable Depth

12.58 NGET has noted within HOT's that the cable depth over these plots will be at a minimum of 900mm. The landowners have claimed that this should be a minimum of 1.20m, however to date no evidence has been provided to set out why a shallower depth is appropriate in this "Category 1" area. In the absence of any such evidence, NGET's position is that the cables will be laid to a

minimum depth of 0.9 metres in accordance with the ENA Guidance. Section 7.17 to Section 7.21 of the Statement of Reasons and of this Statement of Case set out the work that NGET has undertaken in respect of cable depth and land drainage. In addition, the NFU objected to the planning application and sought the imposition of a planning condition requiring that the cables were installed to a minimum depth of 1.2m and this was rejected as being unnecessary by ERYC in determining the planning application and issuing the ERYC Decision Notice.

12.59 Rights Required

12.60 The objection notes that a range of permanent rights are being sought which were not sought on other similar schemes. NGET maintains that careful consideration has been given as to the rights required as part of the CPO. Comparison to other schemes is not always reliable and specific detail has not been given about which rights this relates to and which other schemes are being referenced. A variety of permanent rights have been required at certain plots in order that operation and maintenance of the English Onshore Scheme can be undertaken throughout the lifetime of the Project.

12.61 Rights of Access

12.62 The objection notes that for some rights of access, removal of hedges will be required. NGET has drafted the rights within the CPO in such a way that works required to allow for access are comprised within the relevant rights, therefore NGET maintains that this should not be a concern.

12.63 Incentive Payment

12.64 The objection notes that the incentive date does not provide sufficient time for engagement. NGET maintains that sufficient engagement has and continues to be undertaken (as detailed in this Statement of Case).

12.65 In respect of the points made in Obj6 on the incentive, this misrepresents the offer made to the objectors and is a matter of valuation and compensation. An additional incentive (being 20% of the consideration value offered) would be payable if the heads of terms and option agreement for easement are agreed within a bespoke timeframe. This is an additional payment to incentivise the party to enter into an agreement with NGET in a timely manner to enable delivery of the Project within the Project programme and in line with the need case for the Project. In respect of the points made in Obj6 on the incentive deadline, this is ultimately a question of compensation given that it relates to the value to be paid for the option and easement. However, it is important to note that the incentive deadline has been extended by NGET. This demonstrates a continued willingness on behalf of NGET to secure voluntary agreements.

12.66 To the extent that the objection is maintained and it relates to compensation matters including the incentive period, NGET's position is that the objection can be disregarded pursuant to Section 13(4) of the 1981 Act.

OBJ7 (CD D.14)

12.67 OBJ7 is made by Alnwick Farming & Property Consultants on behalf of Sandra Brown, Pamela Jane England and Lynn Mandy Mason (as executors of George Thomas Conner) and Jean Conner.

- 12.68 OBJ7 is based on six grounds of objection: (1) lack of engagement; (2) justification for rights acquisition; (3) cable route and depth; (4) role of the Agricultural Liaison Officer; (5) drainage concerns and (6) decommissioning.
- 12.69 NGET have continued to undertake extensive engagement with the objectors and are of the understanding that these concerns have been addressed. Heads of Terms have also now been agreed and signed, on the basis that all issues raised within OBJ7 have now been resolved. However, for clarity further detail on each of the issues raised is summarised below.
- 12.70 Lack of Engagement
- 12.71 This Statement of Case sets out the extensive engagement that has been undertaken by NGET in respect of the Project.
- 12.72 Heads of Terms were initially issued to the landowner on 15 November 2022. Revised Heads of Terms were subsequently issued on 16 June 2023. Throughout this period, NGET has sought to engage with the landowners. NGET remain committed to reaching a voluntary agreement with the landowner. The relevant landowner's land agent is part of the LIG. Section 6.10 to Section 6.12 of the Statement of Reasons and this Statement of Case set out the detailed engagement that NGET undertook with the LIG prior to making the Order. Since making the Order, NGET has continued to engage. The purpose of these negotiations has been to update and address the Heads of Terms.
- 12.73 Justification for Rights
- 12.74 The objection noted that sufficient justification had not been given for seeking acquisition of rights over a wider area than the cable corridor itself. NGET has provided clarification that this is to allow for a wider working area throughout construction operation, and to allow for exact location of the cable corridor to be finalised through detailed design. For the purposes of the Order, the rights sought are narrower than those sought on a voluntary basis.
- 12.75 Cable Route/Depth
- 12.76 NGET maintains that appropriate surveys and careful consideration have been undertaken in order to determine the proposed cable route. Optionality is included within these plots and detailed design will allow NGET to proceed only with the route where minimal impact is considered to be caused. Both of these options benefit from planning permission pursuant to the ERYC Decision. Both of these options are technically feasible and a decision on which option will be used will be made by the contractor.
- 12.77 NGET has noted within HOT's that the cable depth over these plots will be at a minimum of 900mm. The landowners have claimed that this should be a minimum of 1.20m, however to date no evidence has been provided to set out why a greater depth is appropriate. In the absence of any such evidence, NGET's position is that the cables will be laid to a minimum depth of 0.9 metres in accordance with the ENA Guidance. Section 7.17 to Section 7.21 of the Statement of Reasons and of this Statement of Case set out the work that NGET has undertaken in respect of cable depth and land drainage. In addition, the NFU objected to the planning application and sought the imposition of a planning condition requiring that the cables were installed to a minimum depth of

1.2m and this was rejected as being unnecessary by ERYC in determining the planning application and issuing the ERYC Decision Notice.

12.78 Agricultural Liaison Officer (“ALO”), Drainage and Decommissioning

12.79 NGET has engaged in discussion with the landowner over the role of the ALO, how drainage will be managed and potential impacts of decommissioning and all queries have now been addressed. NGET’s heads of terms commit to the appointment of an ALO.

12.80 NGET’s Best Practice Guide (CD F.5) sets out its approach to field drainage and as identified above confirms that NGET will instruct a drainage consultant to provide pre and post construction drainage plans and sets out NGET’s approach to drainage. NGET has engaged a drainage consultant to conduct surveys and devise pre and post-construction works conceptual design plans. This drainage consultant will be further engaged in due course to liaise directly with the landowners to discuss how their plans interact with existing drainage schemes, in order to engage with the relevant landowner and address this issue. NGET has arranged meetings with landowners where possible if specific drainage concerns have been raised.

12.81 The English Onshore Scheme has been granted planning permission. These matters have been considered as part of the planning process and are controlled by the planning conditions:

12.81.1 condition 10 of the ERYC Decision Notice and condition 38 of the NYC Decision Notice, which require the approval of a construction drainage scheme in respect of the cable development; and

12.81.2 the CEMP, which is secured through condition 9 of the ERYC Decision Notice and condition 35 of the NYC Decision Notice, secures matters in respect of soil management.

12.82 The English Onshore Scheme has been granted planning permission. Matters related to decommissioning have been considered as part of the planning process. In any event, the rights to be acquired contain the rights necessary to decommission the electricity infrastructure as and when this may be required.

12.83 OBJ8(1) (CD D.15)

12.84 OBJ8(1) is made by Ulliyots *on behalf of* James Herbert Tennant who is landowner in relation to plots 43/1174 and 43/1174b.

12.85 OBJ8(1) states that it is inappropriate to seek rights under the CPO which may not be required in the absence of contractor appointment and finalised detailed design. NGET maintains that the CPO rights will only be exercised where necessary in light of final detailed design. Design of the English Onshore Scheme, despite not being finalised, is sufficiently advanced that NGET is confident in the rights it is seeking to acquire.

OBJ8(2) (CD D.16)

12.86 OBJ8(2) is made by Ulliyots *on behalf of* Driffield Navigation Trust in relation to plots 35/990c and 35/991.

12.87 The primary concern relates to a bridge over which NGET are seeking access rights. The objection is under the premise that the access route will cause damage to the existing bridge, which has been paid for through a mix of private and charitable funds.

12.88 In order to ascertain the integrity and suitability of the bridge, NGET has requested copies of the as-build drawings, however these are yet to be provided by the landowner. Engagement with the objector is ongoing.

OBJ8(3), (4) and (5) (CD D.17, D.18 and D.19)

12.89 OBJ8(3), (4) and (5) are from related landowners and the content of the objections is identical.

12.90 The landowners are Andrew John Dixon, Carol Noelle Dixon and the Executor of John Brian Dixon.

12.91 The primary concern within the objection relates to a nearby solar park development also on the owner's land. This solar park has influenced the design of the English Onshore Scheme from an early stage. Negotiations have been ongoing with the landowners, throughout which it became clear that the concern related to potential interruption to access by the solar park tenant.

12.92 NGET are seeking to ensure 24-hour access is given over the relevant plots in order that access to the solar park is not jeopardised by the Project. NGET considers that this addresses the concerns raised by the parties both during ongoing engagement and within the objection itself.

OBJ8(6) (CD D.20)

12.93 OBJ8(6) is made by Ulyyots on behalf of Jill Elizabeth Shipley and relates to plot 34/942.

12.94 NGET have continued to undertake extensive engagement with the landowner and NGET has agreed to covenant not to exercise its powers of compulsory acquisition over Plot 34/942. Heads of Terms with this landowner have now been signed.

12.95 In respect to the reference to future uses regarding commercial uses, this matters relates to compensation. NGET's position is that the objection can be disregarded pursuant to Section 13(4) of the 1981 Act.

OBJ8(7) (CD D.21)

12.96 OBJ8(7) is made by Ulyyots on behalf of William Henry Hall who is the landowner for plots 28/808, 28/808a, 29/809, 29/810, 29/811, 29/812.

12.97 OBJ8(7) is based on the interaction between the English Onshore Scheme and the objector's quarry. As OBJ8(7) notes, the objector owns a quarry in the vicinity of the English Onshore Scheme but the Order does not interact with the objector's quarry site and is circa 40m from the quarry.

12.98 The English Onshore Scheme does not interact with the quarry site. Whilst Obj8 asserts that the Order would permanently restrict the future expansion of the existing quarry it is important to note that:

- 12.98.1 there are no extant planning applications, including minerals and waste planning applications, in respect of the quarry site or minerals more generally on the Order land in this location;
- 12.98.2 there are no allocations for minerals and waste in current or proposed Plans in respect of the quarry site or minerals more generally on the Order land in this location;
- 12.98.3 the Order land in this location is not in a mineral safeguarded area; and
- 12.98.4 the local planning authority, in granting the ERYC Planning Permission, confirmed (at section 7.156) that the development was policy compliant in respect of policy E6 of the ERLP-SD and would not sterilise the whole mineral deposit.
- 12.99 The Joint Minerals Local Plan (CD B.16) was adopted on 21 November 2019 and is the active minerals policy. The Joint Minerals Local Plan identifies an area for safeguarding to the east of the quarry site. If there were to be an expansion of the quarry site, this would be the appropriate location for such expansion.
- 12.100 Therefore, there is no conflict between the English Onshore Scheme and the quarry site. To the extent that the objection is maintained, and it relates to compensation NGET's position is that the objection can be disregarded pursuant to Section 13(4) of the 1981 Act.
- OBJ8(8) (CD D.22)
- 12.101 OBJ8(8) is made by Ulyyots on behalf of Andrew Mark Soanes who is the landowner of Plots 22/636, 22/635, 22/638, 22/639, 22/640.
- 12.102 The objection relates to concern around disruption to the landowner's residential access. NGET understands that the landowner' objects to the level of compensation offered. NGET remain committed to reaching a voluntary agreement with the landowner. The English Onshore Scheme has been granted planning permission. These matters have been considered as part of the planning process and have been subject to environmental assessment.
- 12.103 In respect of the Kiplingcoates Option, both of these options benefit from planning permission pursuant to the ERYC Decision. Both of these options are technically feasible and a decision on which option will be used will be made by the contractor.
- 12.104 To the extent that the objection is maintained and it relates to compensation, NGET's position is that the objection can be disregarded pursuant to Section 13(4) of the 1981 Act.
- OBJ8(9) (CD D.23)
- 12.105 OBJ8(9) is made by Ulyyots on behalf of Alan Richard Thompson Marsland, in relation to plots 14/451, 14/453, 14/453a, 14/458, 14/458a.
- 12.106 OBJ8(9) is based on two primary grounds of objection: (1) impact on family memorial garden; and (2) concerns around access routes and biosecurity issues.
- 12.107 Memorial Garden

- 12.108 NGET have engaged extensively with the landowner in relation to this concern and have agreed that they have no intention for any works associated with the Project to be undertaken within the memorial garden and CPO rights will not be exercised over the memorial garden.
- 12.109 Access Routes and Biosecurity
- 12.110 The objection noted concerns around proposed access routes unfairly blighting the property as well as the neighbouring property, alongside claims that the proposed access would sterilise land to the north, east and west of the farm which would prevent future expansion. The objection also makes reference to potential biosecurity issues due to part of their farm overlapping with the proposed access. NGET have engaged extensively with the landowner are in the process of reviewing the access design and will submit a planning application for a new access route which will address the concerns of the landowner.
- 12.111 OBJ9 (CD D.24)
- 12.112 OBJ9 is made by the National Farmers Union (the “**NFU**”) and Land Interest Group (“**LIG**”)
- 12.113 NGET has issued a response to the NFU and LIG (the **OBJ9 Response**) (CD D.38). In addition to this, a meeting was held with the LIG and NFU on 7 December 2023. NGET’s position is that OBJ9 is not a relevant objection for the purposes of section 13(6) of the 1981 Act and, accordingly, that the Secretary of State can disregard the grounds of objection raised in OBJ9. The 1981 Act defines a relevant objection as one raised by (or on behalf of) a person who is a “qualifying person” for the purposes of s. 12(2) – that is, an owner, lessee, tenant (whatever the tenancy period) or occupier of the land, or a person whom NGET thinks is likely to be entitled to make a relevant claim if the order is confirmed.
- 12.114 OBJ9 does not identify any of the members for which the NFU and LIG purports to act or identify on whose behalf the objection has been submitted. It does not identify: any specific plots in the Order to which comments relate; the identities of any persons with an interest in said plots; or the nature of that interest. On the basis that the NFU Submission is not made on behalf of a qualifying person, it is not a relevant objection.
- 12.115 The NFU and LIG has not been directly involved in any negotiations with landowners on the Project to date, as all negotiations in respect of the Project have been directly with landowners and their respective agents. NGET will continue to negotiate directly with landowners and their respective agents.
- 12.116 In respect of the substance of OBJ9:
- 12.116.1 **Engagement:** As per the above, the NFU and LIG has not engaged with NGET on this Project and has not been involved in any negotiations with NGET on behalf of landowners. As detailed above, extensive engagement has been undertaken with the landowners directly. The objection also states that NGET have not agreed to the NFU Interface Document. NGET does not consider this to be a necessary requirement in relevance to the CPO. Section 6.10 to Section 6.12 of the Statement of Reasons and this Statement of Case set out the detailed engagement that NGET undertook with the LIG prior to making the Order. Since making the Order, NGET has continued to engage with

the NFU and LIG. The purpose of these negotiations has been to update and address the Heads of Terms. NGET has satisfied the requirement to engage with landowners but remains committed to further engagement to secure voluntary agreements. NGET's approach is fully consistent with the CPO Guidance.

- 12.116.2 **Cable Depth:** NGET maintains that sufficient engineering surveys have been undertaken and that a burial depth of 900mm would have no greater impact on the land than if a burial depth of 1.20m was adopted. Despite this, various parts of the route will have a minimum burial depth of 1.20m in any event. The NFU and LIG have not provided evidence to date as to why a burial depth of 1.20m is necessary. NGET has noted within HOT's that the cable depth over these plots will be at a minimum of 900mm. Evidence will need to be provided to set out why a shallower depth is appropriate. In the absence of any such evidence, NGET's position is that the cables will be laid to a minimum depth of 0.9 metres in accordance with the ENA Guidance. Section 7.17 to Section 7.21 of the Statement of Reasons and of this Statement of Case set out the work that NGET has undertaken in respect of cable depth and land drainage. In addition, the NFU objected to the planning application and sought the imposition of a planning condition requiring that the cables were installed to a minimum depth of 1.2m and this was rejected as being unnecessary by ERYC in determining the planning application and issuing the ERYC Decision Notice.
- 12.116.3 **Attenuation Ponds:** the NFU and LIG claim in their objection that they have not provided sufficient information relating to the location or attenuation ponds and why they are required. The attenuation ponds are an engineering matter and it is not possible or appropriate to confirm the exact locations and design at this stage. The specific information will be provided when all surveys have been completed and NGET holds the correct information to formalise these.
- 12.116.4 **Field Drainage:** NGET's Best Practice Guide (CD F.5) sets out its approach to field drainage. The NFU has not identified why this is not best practice. As identified above, NGET's Best Practice Guide confirms that NGET will instruct a drainage consultant to provide pre and post construction drainage plans and sets out NGET's approach to drainage. In order to expedite this process, NGET has appointed a drainage consultant now in order to engage with the relevant landowner and address this issue at an earlier stage in the process. NGET has arranged meetings with landowners where possible if specific drainage concerns have been raised. The English Onshore Scheme has been granted planning permission. This matter has been considered as part of the planning process and is controlled by the planning conditions: condition 10 of the ERYC Decision Notice and condition 38 of the NYC Decision Notice, which require the approval of a construction drainage scheme in respect of the cable development.
- 12.116.5 **Soil Management:** NGET's Best Practice Guide (CD F.5) sets out its approach to soil management. The NFU has not identified why this is not best practice. The English Onshore Scheme has been granted planning permission. These matters have been considered as part of the planning process and are controlled by the planning conditions.

The CEMP, which is secured through condition 9 of the ERYC Decision Notice and condition 35 of the NYC Decision Notice, secures matters in respect of soil management.

- 12.117 NGET's position, therefore, is that the NFU Submission is not a relevant objection and that the Secretary of State does not require to consider the NFU Submission further.

OBJ10 – (CD D.25)

- 12.118 OBJ10 is made by Dee Atkinson Harrison *on behalf of* Mr P J Nichols and Mrs J Nichols who are the landowners of Plots 35/989, 35/990, 35/990a.

- 12.119 OBJ10 is based on two primary grounds of objection: (1) lack of engagement; and (2) concerns around site issues.

- 12.120 NGET have continued to undertake extensive engagement with the landowners. Heads of Terms have also now been agreed and signed. However, for clarity further detail on each of the issues raised is summarised below.

12.121 Lack of Engagement

- 12.122 This Statement of Case sets out the extensive engagement that has been undertaken by NGET in respect of the Project.

- 12.123 Heads of Terms were initially issued to the landowner on 22 November 2022. Revised Heads of Terms were subsequently issued on 16 June 2023. Throughout this period, NGET has sought to engage with the landowners. NGET remain committed to reaching a voluntary agreement with the landowner and continue to engage as appropriate. The relevant landowner's land agent is part of the LIG. Section 6.10 to Section 6.12 of the Statement of Reasons and this Statement of Case set out the detailed engagement that NGET undertook with the LIG prior to making the Order. Since making the Order, NGET has continued to engage. The purpose of these negotiations has been to update and address the Heads of Terms.

12.124 Site Issues

- 12.125 The objection noted concern around dewatering. Consideration has been given to the potential impact of dewatering in Chapters 7 and 11 of the Environmental Statement (CD C.8). Subsequent discussions have also been held between NGET and Natural England. In light of this, NGET is confident that no adverse impact will occur in relation to the SSSI. Further detail on impact to the SSSI is covered in the Environmental Statement (CD C.8).

- 12.126 The primary ongoing concern in the Wansford area in relation to the bridge crossing.

- 12.127 The objection notes that RWE have discounted this option as part of its Dogger Bank South project. The objection identifies one paragraph in one report, for a project which has a different locational driver and is distinguishable from the English Onshore Scheme. The RWE report identifies that the removal of its options crossing the River Hull in this location comes at the review of the short list of corridor options identified for the DBS project, i.e. after having had an engineering assessment of the long list. Therefore, crossing here wasn't determined to be unfeasible by the engineering team, as the option progressed from long list to short list before

being discounted. The reason for discounting the option is that there were other options which did not interact with an SSSI, and so this is an appropriate decision in an optioneering process for an alternative project with alternative options.

- 12.128 We note that the RWE report for the Dogger Bank South project also identified a requirement for 24 hour working. NGET has always recognised that 24 hour working may be required, and included this assessment in its environmental statement.
- 12.129 The Order is concerned with the acquisition of the land and rights necessary to deliver the English Onshore Scheme. The planning and environmental impacts of the English Onshore Scheme have been fully consulted by ERYC and Natural England in considering the planning application and environmental statement before the grant of the ERYC Decision Notice.

OBJ11– (CD D.26)

- 12.130 OBJ11 is made by Dee Atkinson Harrison *on behalf of* T E Richardson & Co Ltd, in relation to plots 40/1115, 40/1117, 40/1127, 40/1118, 40/1116, 39/1110, 40/1129, 40/1128, 40/1123, 40/1122, 39/1111a, 40/1117a, 40/1122a, 40/1122b, 40/1122c, 40/1123a, 40/1123b and 40/1114a.
- 12.131 OBJ11 is based on two primary grounds of objection: (1) lack of engagement, (2) concerns around the ridge and furrow and (3) an error with the Statement of Reasons
- 12.132 NGET have continued to undertake extensive engagement with the landowners. Heads of Terms have also now been agreed and signed. However, for clarity further detail on each of the issues raised is summarised below.

12.133 Lack of Engagement

- 12.134 This Statement of Case sets out the extensive engagement that has been undertaken by NGET in respect of the Project.
- 12.135 In respect of the relevant objector, Heads of Terms were initially issued to the landowner on 17 November 2022. Revised Heads of Terms were subsequently issued on 21 July 2023. Throughout this period, NGET has sought to engage with the landowners. NGET remain committed to reaching a voluntary agreement with the landowner. The relevant landowner's land agent is part of the LIG. Section 6.10 to Section 6.12 of the Statement of Reasons and this Statement of Case set out the detailed engagement that NGET undertook with the LIG prior to making the Order. Since making the Order, NGET has continued to engage. The purpose of these negotiations has been to update and address the Heads of Terms.

12.136 Ridge and Furrow

- 12.137 The objection primarily focuses on impacts to an area of ridge and furrow. NGET will be utilising HDD under the ridge and furrow in order to minimise any impact however the landowner is concerned about access.
- 12.138 NGET have engaged with a county archaeologist and Natural England in relation to this issue, neither of whom have expressed any concern regarding the ridge and furrow. Two alternative access options are included within the CPO redline, the objection relates to both options however

the shorter route option will likely have less of an impact. This is primarily a planning matter which has been considered in the grant of the ERYC Decision Notice.

OBJ12 – (CD D.27)

- 12.139 OBJ12 is made by Eversheds Sutherland on behalf of INEOS, in relation to plots 21/605a, 21/606a and 21/608.
- 12.140 The objection is made on the basis that the CPO boundary contains land which includes part of the Teeside to Saltend Ethylene Pipeline (TSEP) and INEOS is concerned that the Project could interfere with the ongoing operation and maintenance of the TSEP. NGET engaged with INEOS between April 2022 and October 2022 to discuss the interaction between the Project and the TSEP and to seek confirmation as to whether or not an asset protection agreement was required to regulate the interaction. INEOS confirmed that no such crossing agreement was required.
- 12.141 Reference is made to the suitability of the Heads of Terms and engagement. Negotiations are ongoing in respect of the content of the Heads of Terms and it is anticipated that these are close to being agreed.

OBJ13 – (CD D.28)

- 12.142 OBJ13 is an objection made by Andrew and Dorothy Prescott, Benjamin Prescott who are landowners of Plots 26/741, 26/742, 26/753, 26/756, 26/740, 26/741a, 26/741b, 26/753a and 26/753b.
- 12.143 This Statement of Case sets out the extensive engagement that has been undertaken by NGET in respect of the Project.
- 12.144 In respect of the relevant objector, Heads of Terms were initially issued to the landowner on 3 November 2022. Revised Heads of Terms were subsequently issued on 30 June 2023. Throughout this period, NGET has sought to engage with the landowner but NGET understands that the landowner objects to the level of compensation offered. NGET has not received an alternative offer of compensation. NGET remain committed to reaching a voluntary agreement with the landowner.
- 12.145 Heads of Terms have now been agreed and signed with the objectors. NGET remains committed to obtaining a voluntary agreement.
- 12.146 To the extent that the objection is maintained and it relates to compensation, NGET's position is that the objection can be disregarded pursuant to Section 13(4) of the 1981 Act.

OBJ14 – (CD D.29)

- 12.147 OBJ14 is an objection made by Peter David Barton, Hugh Edwyn Williamson and John Finch Bladon as legal owners on behalf of the members of the Golden Hill Club and owners of Plots 35/987 and 35/988.
- 12.148 OBJ14 is based on three grounds of objection: (1) engagement and the use of CPO; (2) appointment of an independent engineer; and (3) impacts on the River Hull.
- 12.149 Engagement and use of CPO

- 12.150 The reference to CPO being inappropriate in the objection is not correct. Whilst NGET welcomes the objector making it clear that they do not wish to obstruct the construction of the cable, NGET must be able to secure the land rights in respect of all plots in order to deliver the English Onshore Scheme. NGET's approach to the acquisition of rights in this plot is proportionate, and as set out in the Statement of Reasons and this Statement of Case.
- 12.151 This Statement of Case sets out the extensive engagement that has been undertaken by NGET in respect of the Project.
- 12.152 Heads of Terms were initially issued to the landowner on 17 November 2022. Revised Heads of Terms were subsequently issued on 9 June 2023. Throughout this period, NGET has sought to engage with the landowners. NGET remain committed to reaching a voluntary agreement with the landowner.
- 12.153 The relevant landowner's land agent is part of the LIG. Section 6.10 to Section 6.12 of the Statement of Reasons and this Statement of Case set out the detailed engagement that NGET undertook with the LIG prior to making the Order. Since making the Order, NGET has continued to engage. The purpose of these negotiations has been to update and address the Heads of Terms.
- 12.154 Appointment of an Independent Engineer
- 12.155 The reference to the appointment of an independent engineer is inappropriate. NGET cannot be fettered by a third party landowner in delivering an engineering solution for the English Onshore Scheme. NGET has been granted planning permission for the development on this land pursuant to the Planning Permission.
- 12.156 NGET has undertaken its own engineering analysis throughout the design process for the English Onshore Scheme. It has been agreed with the landowner's land agent acting on behalf of Wansford Trout Farm that the independent assessment and report can only be undertaken once the final engineering solution for crossing the river is known. To undertake the report before knowing the detailed scope of the works would be premature.
- 12.157 River Hull
- 12.158 The relevant authority for determining whether this crossing is acceptable in planning terms is ERYC as the local planning authority. The relevant statutory consultee in this respect is Natural England. The Planning Permission authorises the construction of the cable at the river crossing, and Natural England were consulted on the planning application.
- 12.159 Natural England's consultation response dated 18 January 2023 contained a bespoke response in respect of the River Hull Headwaters Site of Special Scientific Interest (SSSI). This identified that the development was acceptable subject to the imposition of a planning condition to secure the approval of a CEMP. This is secured through the conditions to the ERYC Decision Notice.
- 12.160 The objection notes that RWE have discounted this option as part of its Dogger Bank South project. The objection identifies one paragraph in one report, for a project which has a different locational driver and is distinguishable from the English Onshore Scheme. The RWE report identifies that the removal of its options crossing the River Hull in this location comes at the

review of the short list of corridor options identified for the DBS project, i.e. after having had an engineering assessment of the long list. Therefore, crossing here wasn't determined to be unfeasible by the engineering team, as the option progressed from long list to short list before being discounted. The reason for discounting the option is that there were other options which did not interact with an SSSI, and so this is an appropriate decision in an optioneering process for an alternative project with alternative options.

- 12.161 We note that the RWE report for the Dogger Bank South project also identified a requirement for 24 hour working. NGET has always recognised that 24 hour working may be required, and included this assessment in its environmental statement.
- 12.162 The CPO is concerned with the acquisition of the land and rights necessary to deliver the English Onshore Scheme. The planning and environmental impacts of the English Onshore Scheme have been fully consulted by ERYC and Natural England in considering the planning application and environmental statement before the grant of the ERYC Decision Notice.

OBJ15 – (CD D.30)

- 12.163 OBJ15 is an objection made by Driffield Solar and Storage Limited (DSSL) who is the occupier of Plots 34/968, 34/965f, 34/965d, 34/965c and 34/965.
- 12.164 The primary concern within the objection relates to DSSL's solar park development. This solar park has influenced the design of the English Onshore Scheme from an early stage. Negotiations have been ongoing with the landowners.
- 12.165 A key part of DSSL's concern is related to potential interruption to access by the solar park tenant. NGET are seeking to ensure 24-hour access is given over the relevant plots in order that access to the solar park is not jeopardised by the Project. NGET has confirmed that it will commit to keeping the access to Driffield Solar and Storage Farm open at all times, and that details of how this will be achieved (i.e. traffic light system) will need to be discussed and agreed with the appointed contractor following the detailed design phase. NGET understands that DSSL are satisfied with this approach subject to securing an agreement.
- 12.166 Engagement has been ongoing with the landowner, Andrew Dixon. DSSL are occupiers of the Plots which this objection relates. NGET is committed to ensuring that the commitments given by the landowner to DSSL are met by NGET.

OBJ16 – (CD D.31)

- 12.167 OBJ16 is an objection made by National Highways Limited, in relation to Plots 1/16, 1/16a, 3/126, 3/126a, 3/139, 3/144, 3/145, 5/229, 5/230, 6/231, 6/232 and 7/253.
- 12.168 The premise of the objection is that National Highways Limited holds a Crown interest over these plots. NGET was not aware at the time of making the CPO that this was Crown land, however NGET is been engaging with National Highways Limited and can confirm their interest will not be impacted by the CPO or the Project in any way. The relevant plots in which the interests are identified show the relevant entity as a Table 2 interest and NGET will not override the Crown interests which will continue to subsist.

OBJ17 – (CD D.32)

- 12.169 OBJ17 is an objection made by East Riding of Yorkshire Council, primarily in its capacity as landowner (with the exception of Plots 45/1251a and 46/1251b). The objection relates to Plots 22/642, 22/665, 45/1237, 45/1239, 45/1240, 46/1255, 46/1251e, 46/1251f, 46/1251g, 45/1251a, 46/1251b and 46/1251c.
- 12.170 Engagement has been ongoing with ERYC in order to address the various issues raised within the objection. The points within the objection are categorized by issues related to specific plots.
- 12.171 Plots 22/642 and 22/665
- 12.172 The objection notes that these plots form part of a public right of way. NGET are seeking to acquire Electricity Infrastructure Construction Rights and HVDC Rights over these plots. ERYC have requested that to avoid major disruption, HDD should be utilized as the cable installation method across these plots. NGET have confirmed that HDD will be used under the old railway and cycle route, which are ERYC's point of concern.
- 12.173 Plots 45/1237, 45/1239, 45/1240 and 46/1255
- 12.174 The objection notes that it is unreasonable for NGET to acquire permanent access rights over these plots, and makes reference to the fact that other similar schemes have not required such rights.
- 12.175 NGET maintains that careful consideration has been given as to the rights required as part of the CPO. The CPO is concerned with the acquisition of the land and rights necessary to deliver the English Onshore Scheme. Comparison to other schemes is not always reliable and specific detail has not been given about which other schemes are being referenced. Permanent access rights are required at certain plots in order that operation and maintenance of the English Onshore Scheme can be undertaken throughout the lifetime of the Project.
- 12.176 NGET does not consider it to be a reasonable conclusion that obtaining permanent access rights would sterilise the farm track and prejudice long-term tourism and development plans. The farm track would not be closed to the public and throughout the operational phase of the English Onshore Scheme, NGET would only require access on occasion for routine operational checks or maintenance issues.
- 12.177 Plots 46/1251e, 46/1251f and 46/1251g
- 12.178 The objection notes that much of the route is public adopted highway and in particular, plot 46/1251g runs through the Council's boat launch facility. It is noted that any access right over this will have a detrimental impact on the business.
- 12.179 NGET does not consider it to be a reasonable conclusion that obtaining access rights over this plot would impact on the business' long term viability. The access would not be closed to the public and throughout the operational phase of the English Onshore Scheme, NGET would only require access on occasion for routine operational checks or maintenance issues.
- 12.180 Plots 45/1251a, 46/1251b and 46/1251b

- 12.181 The objection notes that a precisely defined access route along the beach is not appropriate given the changing nature of the coastline and varying levels of public use. NGET has sought to limit the access rights to only where necessary at the time of making the Order. Further detail has been sent to the agent at the Council on the type of access required and associated timings and purpose for said access. NGET understands this has been accepted by the Council.
- 12.182 Plots 45/1251a and 46/1251b
- 12.183 This point within the objection notes that the rights sought were not highlighted in the notice provided to the Council. NGET maintains this was correct on the basis that ERYC are not landowner of these plots.
- OBJ18 – (CD D.34)
- 12.184 OBJ18 is an objection made by ADAS Rural on behalf of The Right Honourable Henry Durand Baron Hotham, The Right Honourable Alexandra Mary Hotham and The Honourable William Beaumont Hotham. This is in relation to the same land as in OBJ6 with the exception of a few plots. The content of the objection is identical, please see NGET comments at sections 12.43-12.65 above.
- OBJ19 – (CD D.35)
- 12.185 OBJ19 is an objection made by Leonards on behalf of three separate landowners, in relation to separate pieces of land, as follows:
- 12.185.1 Roy Andrew: 34/970, 35/971, 35/972, 35/973, 35/974, 35/977
- 12.185.2 Linda Jean Roper, Stephen Charles Donald Roper, Andrew Stephen Roper & Mark William Roper: 34/970, 35/971, 35/972, 35/973, 35/974, 35/977, 35/980, 35/981, 35/982, 35/983, 35/984, 35/985, 35/986
- 12.185.3 Garry Slingsby: 40/1134, 40/1138, 40/1140, 41/1142, 41/1144, 41/1145, 41/1147
- 12.186 The content of the objection is not separated by landowner/plot.
- 12.187 OBJ19 is based on four grounds of object: (1) the surveys undertaken to date; (2) rights related issues; (3) water balancing ponds; and (4) decommissioning.
- 12.188 Surveys to Date
- 12.189 NGET's Best Practice Guide (CD F.5) sets out its approach to field drainage and as identified above, NGET's Best Practice Guide confirms that NGET will instruct a drainage consultant to provide pre and post construction drainage plans and sets out NGET's approach to drainage. In order to expedite this process, NGET has appointed a drainage consultant now in order to engage with the relevant landowner and address this issue at an earlier stage in the process. NGET has arranged meetings with landowners where possible if specific drainage concerns have been raised. The English Onshore Scheme has been granted planning permission. This matter has been considered as part of the planning process and is controlled by the planning conditions: condition 10 of the ERYC Decision Notice and condition 38 of the NYC Decision Notice, which require the approval of a construction drainage scheme in respect of the cable development.

- 12.190 Drainage surveys have been undertaken in respect of these plots. Surveys were undertaken over the Roper owned land on 19 October 2023, over Roy Andrew's land on 26 October 2023 and over Garry Slingsby's land on 13 July 2023. Soil surveys were also undertaken on Garry Slingsby's land on 4 November 2023. In addition to this, UXO surveys, ecology surveys and geophysical surveys have been undertaken over all plots.
- 12.191 The objection notes that intrusive surveys for archaeology have not yet been undertaken. NGET submits that it is not standard for intrusive surveys of this nature to be undertaken at this early stage of the project. These surveys will be undertaken closer to construction in order to determine the final positioning of the cable route. That is the reason for seeking rights for the cable installation over a slightly wider corridor, in order that the detailed design and positioning of the cable can be ascertained at a later date.
- 12.192 Rights Related Issues
- 12.193 The objection notes that it is unclear which parts of each plot are temporary or permanent. The rights to be acquired at each plot are described within the CPO and this sets out whether the nature of each right is temporary or permanent.
- 12.194 Further to this, the objection explains that no agreement has been reached on the rights to be taken over existing tracks along with associated payments and future maintenance obligations. Engagement with the landowner has been ongoing to reach a voluntary agreement. NGET are complying with their appropriate land rights strategy on payment rates for all of these access tracks.
- 12.195 Reference is made to the level of diligence undertaken by NGET in establishing occupational rights re, prevailing tenancies. This Statement of Case sets out the extensive engagement that has been undertaken by NGET in respect of the Project. NGET maintains that information re. occupational rights would need to be provided by the landowner in any event. The land referencing process has identified that Roy Andrew is the landlord of Mr Roper. In respect of engagement to establish occupational rights, NGET's land referencing agent Carter Jonas has attempted to contact all parties with an interest in the land by sending correspondence and telephoning before visiting the site. Site visits were undertaken when engagement was not successful in the first instance.
- 12.196 This allowed Carter Jonas to verify information obtained through desktop referencing and to identify any interests in land not recorded at HMLR, for example assured shorthold tenants or occupiers. These site visits were targeted at properties where no Request for Information (RFI) had been returned or where an RFI had been returned but the information provided was unclear. During the site visits, where there was no response at a property, a calling card was left in the letterbox detailing the date and time of the attempted visit, along with contact details for the land referencing team.
- 12.197 The calling card encouraged owners / occupiers of the property to contact Carter Jonas to arrange a convenient time for them to re-visit the property. Where no response was received from the initial calling card, the property was visited a second time and the same procedure followed.

- 12.198 In respect of drainage rights, NGET has engaged a drainage consultant to conduct surveys and devise pre and post-construction works conceptual design plans. This drainage consultant will be further engaged in due course to liaise directly with the landowners to discuss how their plans interact with existing drainage schemes, in order to engage with the relevant landowner and address this issue.
- 12.199 Water Balancing Ponds
- 12.200 The water balancing ponds (or ‘attenuation ponds’) are an engineering matter and it is not possible or appropriate to confirm the exact locations and design at this stage.
- 12.201 Decommissioning
- 12.202 The English Onshore Scheme has been granted planning permission. Matters related to decommissioning have been considered as part of the planning process.
- 12.203 In any event, the rights to be acquired contain the rights necessary to decommission the electricity infrastructure as and when this may be required.
- 12.204 OBJ20 – (CD D.36)
- 12.205 OBJ20 is an objection from National Gas Transmission plc (“NG”).
- 12.206 Negotiations are ongoing with NG in relation to an Asset Protection Agreement. NG have made clear that this objection is intended only to be a holding objection on the basis that at the time of making the CPO, the Asset Protection Agreement was not final.
- 12.207 NGET are engaging in discussions with NG and an agreed Asset Protection Agreement is now in place. It is anticipated that this will be signed prior to any inquiry held in relation to the Order.
- 12.208 OBJ21 – (CD D.37)
- 12.209 OBJ21 is an objection from Mr D Breach, in relation to Plots 5/212, 5/218, 5/218a, 5/218b, 5/221, 5/221a, 5/222, 5/223 and 5/224. The objector is a neighbouring landowner, however NGET have been engaging extensively with the objector.
- 12.210 The objection relates to the access route which has been chosen by NGET and related engagement.
- 12.211 The objection notes that NGET previously agreed to remove the access which Mr Breach is objecting to. This is not correct, NGET had agreed to review and potentially modify the access however there was no agreement that this would be removed.
- 12.212 Initial engagement was undertaken with Mr Breach at early stages of the project land referencing, however following representations by Mr Breach, NGET agreed that they would not seek any rights over Mr Breach’s land. This objection relates to land in third party ownership. Heads of Terms have been signed and returned by the appropriate landowner of the plots to which this objection relates.

13. 1989 ACT CONSENT

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

14. MINES AND MINERALS

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

15. THE FUNDING POSITION

- 15.1 NGET has taken expert advice on the likely costs of implementing the Project, including the cost of construction and the funding of the acquisition of the interests in land described in the Order.
- 15.2 An assessment of the required funding has taken into account the total cost of payments for acquiring both freehold land and rights over land. This total cost has included the estimated value of compensation payable in relation to disturbance, severance and injurious affection, third party professional fees, blight and claims arising under both Section 10 of the Compulsory Purchase Act 1965 (CD A.3) and Part 1 of the Land Compensation Act 1973 (CD A.4).
- 15.3 The estimated land costs for delivery of the English Onshore Scheme are £12.5 million. This has been included in the project budget in the construction phase and will be available when powers pursuant to the Order are exercised.
- 15.4 The land acquisition costs and potential compensation claims for blight will be fully met as and when they are required under the provisions of the CPO, and this would include any “early payments” under the blight provisions of the Town and Country Planning Act 1990. The Project has a contingency for lands activities which would meet any valid claims which may be made in future.
- 15.5 NGET has significant financial standing. NGET publishes its full accounts as required by its licence conditions on an annual basis. The financial results set out in the ‘Annual Report and Accounts 2022/2023 show that NGET has underlying operating profits of £1,107 million. NGET also has a regulatory asset value of £15,486 million.
- 15.6 NGET is regulated by its economic regulator, the Office for Gas and Electricity Markets (Ofgem), which carries out price control reviews to set NGET’s permitted revenues. These reviews limit the amount of money that can be earned by NGET from charges to use the transmission network. Therefore, NGET is incentivised to be more efficient in managing its infrastructure.

- 15.7 Each price control is set for a particular period, after which a new one replaces it. The current price control period is known as ‘RIIO-T2’. This took effect on 1 April 2021 and will run for five years.
- 15.8 The RIIO model (Revenue = Incentives + Innovation + Outputs) places a greater focus on incentives to drive the innovation that is necessary to deliver a sustainable energy network, combined with value for money for consumers, now and in the future.
- 15.9 Ofgem has confirmed that the Project is to be delivered by NGET pursuant to the LOTI process. The LOTI process is a regulatory license framework in which NGET provide the necessary substantiation for any project that constitutes an investment in the transmission network that:
- 15.9.1 is expected to cost £100m or more of capital expenditure; and
 - 15.9.2 is in whole or in part, either load-related; or
 - 15.9.3 related to a shared-use or sole-use generator connection project.
- 15.10 The LOTI process comprises three stages of approval by Ofgem: 1) initial needs case; 2) final needs case; and 3) project assessment. Ofgem has approved the initial needs case and the final needs case for the Project.
- 15.11 Funding under LOTI is only approved by Ofgem at the Project Assessment stage, which is designed to be aligned with the procurement process for each LOTI project. Ofgem does not provide for the funding of construction activity ahead of the Project Assessment stage for any LOTI project.
- 15.12 The Project Assessment stage is expected to be submitted to Ofgem for approval in Phase 2A end August 2023 (Phase 2A) and September 2023 (Phase 2B).
- 15.13 In August 2022, Ofgem proposed a package of measures aiming to facilitate accelerated delivery by the Transmission Owners (TOs) including NGET. In December 2022, Ofgem subsequently decided to implement a new Accelerated Strategic Transmission Investment (ASTI) regulatory framework to fund the large strategic onshore transmission projects required to deliver the Government’s 2030 ambitions. Ofgem has subsequently consulted on proposed changes to the electricity transmission owner’s RIIO-ET2 licence conditions required to implement the ASTI framework in order to allow for earlier access to project funding in order to accelerate the delivery of ASTI projects. This consultation closed on 28 March 2023. The finer details of the ASTI framework have not yet been finalised and issued by Ofgem.
- 15.14 The pivot from LOTI to ASTI is due to take effect during 2023 and investments "in flight" such as this Project will "port" over to the ASTI framework. NGET will go through the Project Assessment phase with Ofgem pursuant to ASTI once it is introduced.
- 15.15 Therefore, funding will be available by the time that the Order enables the exercise of powers of compulsory acquisition. This will be in place in respect of both construction costs and land compensation costs. National Grid would expect the funding required to meet the estimated implementation costs will be made available. This funding will be subject to the appropriate internal governance and approval.

15.16 The Scottish Onshore Scheme and the Marine Scheme will also be funded through the LOTI/ASTI process.

16. TIMETABLE / PROGRAMME

16.1 The contracting process has commenced and a request for proposal in respect of various elements of the Project has been issued. The contract is expected to be awarded January 2024.

16.2 Commencement of construction of the Project is programmed for Q4 2024 and it is anticipated that construction will last approximately five years. The Project has a commissioning date of 2029.

16.3 Early works may be commenced in 2023, subject to securing voluntary land rights in respect of the relevant parcels of land.

16.4 The July 2022 NOA identifies an earliest optimal delivery date for the Project of 2029.

17. RELATED ORDERS OR APPLICATIONS

17.1 There are no related applications save for the request for a certificate pursuant to Schedule 3 to the 1981 Act in respect of the rights to be acquired over public open space.

17.2 It is not considered that there will be any requirement for a joint inquiry in relation to the Order and any other application for consent unless an inquiry is held in respect of the request for a certificate pursuant to Schedule 3 to the 1981 Act.

18. NO SCHEME WORLD

18.1 Section 6A of the Land Compensation Act 1961 (**LCA 1961**) (CD A.2) states that “*the no scheme principle is to be applied when assessing the value of land in order to work out how much compensation should be paid by the acquiring authority for the compulsory acquisition of land.*”

18.2 There is a requirement to state the extent of the scheme to be disregarded for the purposes of assessing compensation and applying the no scheme principle set out in Section 6A of the LCA 1961. This is known as the “No Scheme World”.

18.3 In respect of the No Scheme World, the scheme is all of the English Onshore Scheme and the Project. Therefore, all of the English Onshore Scheme and the Project is to be disregarded.

19. HUMAN RIGHTS

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

19.2 The European Court of Human Rights has recognised in the context of Article 1 of the First Protocol that “*regard must be had to the fair balance that has to be struck between the competing interests of the individual and of the community as a whole*”, i.e. compulsory purchase must be proportionate and in pursuing the public interest the objective to be achieved in making the Order must outweigh the interference with any private rights. Both public and private interests are to be taken into account in the exercise of the acquiring authority’s powers and duties. Similarly, any interference with Article 8 rights must be “*necessary in a democratic society*”, i.e. proportionate.

19.3 In pursuing the Order, NGET has carefully considered the balance to be struck between individual rights and the wider public interest. Interference with Convention rights, to the extent that there is any, is considered to be justified in order to secure the reinforcement of the electricity transmission network necessary to the secure supply of electricity to existing and future residential properties and businesses.

Entitlement to a Fair and Public Hearing

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

Rights to Respect for Private and Family Life and Home

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

Peaceful Enjoyment of Possessions (including Property)

19.6 Article 1 of the First Protocol does not impair the right to enforce such laws as the State considers necessary to control the use of property in accordance with general interest. It is considered that the Order strikes a fair balance between the public interest in the implementation of the Project and those private rights which will be affected by the Order. Compensation will be available to those who can prove they have a legitimate claim arising from the exercise of compulsory purchase powers.

19.7 NGET has sought to minimise interference with the rights of those with an interest in the land subject to the Order. The land to be compulsorily acquired and the rights over land to be acquired have been kept to the minimum necessary to permit the comprehensive delivery of the Project.

19.8 This Statement of Reasons demonstrates that the public benefits of the Project outweigh the private rights affected, the Order is necessary and proportionate, and that there is a compelling case in the public interest for the exercise of the powers of compulsory acquisition included within the Order.

20. FURTHER INFORMATION

- 20.1 A list of Core Document is set out in Appendix 1 and may be inspected at <https://www.easterngreenlink2.co.uk/document-library>. NGET reserves the right to add to this list of documents.
- 20.2 The hard copy Order Documents will be available free of charge from NGET's land agents in the event that any interested party does not have the means to access electronic documents.
- 20.3 Hard and electronic copies of the Order Documents are available on request from NGET's agent, Fisher German, via the following contact details:
- 20.3.1 Email: ngegl2@fishergerman.co.uk;
 - 20.3.2 Telephone: 08454370386; and
 - 20.3.3 Address: Fisher German, 2 Carolina Court, Lakeside Business Park Doncaster DN4 5RA.

21. EVIDENCE

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

22. CONCLUSION

- 22.1 Section 10 and Schedule 3 of the 1989 Act empower NGET "to purchase compulsorily any land (including rights in land) required for any purpose connected with the carrying on of the activities which (NGET) is authorised by (its) licence to carry on." The land and rights to be acquired pursuant to the Order are required for the purposes connected with the carrying on of the activities which NGET is authorised to carry out by the Transmission Licence.
- 22.2 The public benefits of the Project substantially outweigh the private rights affected. The construction and operation of the Project is in the public interest and is fully supported by UK energy and planning policy.
- 22.3 NGET is creating new rights compulsorily as opposed to permanently acquiring land where possible. NGET's approach to the creation of rights follows a proportionate approach in the use of NGET's powers of compulsory acquisition.

- 22.4 NGET's approach is to only acquire the interests that it requires over the various plots within the Order. Not all plots require the same rights, and so NGET will compulsorily acquire different classes of rights over different plots. This also follows a proportionate approach to the use of NGET's powers of compulsory acquisition.
- 22.5 There is a compelling case in the public interest for the exercise of the powers of compulsory acquisition included within the Order.
- 22.6 There are no impediments to the implementation of the Order.
- 22.7 The Secretary of State should confirm the Order.

APPENDIX 1

**THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (SCOTLAND TO ENGLAND
GREEN LINK 2) COMPULSORY PURCHASE ORDER 2023**

CORE DOCUMENTS LIST

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

NATIONAL GRID ELECTRICITY TRANSMISSION PLC

ELECTRICITY ACT 1989

CMS Cameron McKenna LLP
Cannon Place
78 Cannon Street
London
EC4N 6AF
T +44 20 7367 3000
F +44 20 7367 2000
cms.law

Core Documents

A. Legislation

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

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

1. National Planning Policy Framework (revised September 2023)
2. National Policy Statement for Energy (EN-1) (July 2011)
3. National Policy Statement for Electricity Networks Infrastructure (EN-5) (July 2011)

4. Revised National Policy Statement for Energy (EN-1)
5. Revised National Policy Statement for Electricity Networks Infrastructure (EN-5)
6. The Department for Levelling Up, Housing and Communities Guidance on Compulsory Purchase process and The Crichel Down Rules (July 2019)
7. UK Government: British Energy Security Strategy (April 2022)
8. UK Government: Ten Point Plan for a Green Industrial Revolution (November 2020)
9. The National Infrastructure Delivery Plan 2016 – 2021 (March 2016)
10. Energy White Paper (December 2020)
11. UK Government: Land Rights and Consents for Electricity Network Infrastructure Call for Evidence dated 4 August 2022
12. UK Government: Consultation on Strategy and Policy Statement for Energy Policy in Great Britain (2021)
13. Committee on Climate Change: Net Zero – The UK’s Contribution to Stopping Global Warming (May 2019)
14. UK Government: Net Zero Strategy: Build Back Greener, 2021
15. North Yorkshire Council Plan 2023-2027 (adopted 2020)
16. ERYC Joint Minerals Local Plan (adopted November 2019)
17. NYC Minerals and Waste Joint Plan (adopted February 2022)
18. East Riding of Yorkshire Council Local Plan
19. Electricity Network Strategy Group (ENSG): ‘Our Electricity Transmission Network: A vision for 2020’ (2009)
20. Winser Report, August 2023
21. Transmission Acceleration Action Plan, November 2023

C. Planning permission and related planning application documents

1. Planning Statement
2. Committee Report (ERYC)
3. Committee Report (NYC)
4. Planning Permission reference 22/01990/STPLFE by East Riding of Yorkshire Council
5. Planning permission reference 2022/0711/EIA by North Yorkshire Council
6. Marine Licence Decision Letter, 28 July 2023
7. Marine Licence reference MLA/2022/00273
8. Environmental Statement

D. Compulsory Purchase Order and related documents

1. CPO (September 2023)
2. CPO Maps (September 2023)
3. CPO Notice (September 2023)

4. Statement of Reasons (September 2023)
5. Public Open Space Statement (September 2023)
6. Outline Statement of Case
7. Statement of Case (and appendices)
8. Obj1
9. Obj2
10. Obj3
11. Obj4
12. Obj5
13. Obj6
14. Obj7
15. Obj8(1)
16. Obj8(2)
17. Obj8(3)
18. Obj8(4)
19. Obj8(5)
20. Obj8(6)
21. Obj8(7)
22. Obj8(8)
23. Obj8(9)
24. Obj9
25. Obj10
26. Obj11
27. Obj12
28. Obj13
29. Obj14
30. Obj15
31. Obj16
32. Obj17
33. Obj18
34. Obj18
35. Obj19
36. Obj20
37. Obj21

38. Response letter to NFU and LIG

E. Additional plans

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

F. Miscellaneous

1. National Grid Electricity Transmission Plc Transmission Licence
2. National Grid Horlock Rules (2009)
3. National Grid Our Approach to Options Appraisal (2012)
4. National Grid Stakeholder, Community and Amenity policy (December 2016)
5. National Grid Construction Best Practice for Underground Cable Installation
6. National Grid Annual Environmental Report
7. National Grid Annual Report and Accounts 2021/2022
8. National Grid Electricity System Operator Electricity Ten Year Statement
9. National Grid Electricity System Operator Future Energy Scenarios (2021)
10. Network Options Assessment (NOA) (January 2022)
11. Network Options Assessment (NOA) (July 2022)
12. Holistic Network Design: Pathway to 2030 dated July 2022
13. Ofgem: Accelerated Strategic Transmission Investment (ASTI)
14. Ofgem: package of measures aiming to facilitate accelerated delivery by the Transmission Owners (August 2022)
15. Ofgem: consultation on proposed changes to the electricity transmission owner's RIIO-ET2 licence conditions required to implement the ASTI framework (2023)
16. Energy Networks Association Guidance "Cable Laying on Agricultural Land" Ref: G57:Issue2:2019
17. Eastern HVDC – Conditional Decision: Final Needs Case dated 8 July 2022

G. Expert evidence

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

APPENDIX 2
CLASSES OF RIGHTS

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

Rights	Description of Rights
Access Rights	<p>All rights necessary to access the Order Land and adjoining land including to:</p> <ul style="list-style-type: none"> a) access the Order Land and adjoining land for the purposes of constructing, installing, commissioning, inspecting, surveying, maintaining, repairing, altering, renewing, replacing and removing or decommissioning the electricity infrastructure and/or the establishment, use and removal of works compounds, and carrying out de-watering and drainage works and installing, altering or reinstating land drainage systems, with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel; b) carry out works to facilitate such access including to construct, lay down, use and remove access roads including any necessary bridging, culverting or diversion of water courses and drains, modifying road verges and junctions and installing, using, altering, diverting, and removing services and utilities; c) access the Order Land and adjoining land use for horizontal directional drilling, where appropriate, for the installation of the cables; d) fell, trim or lop trees, shrubs, hedges and bushes and to clear and remove any and all vegetation which may damage, obstruct or interfere with the exercise of these Access Rights; e) prevent and remove any works or use of the land which may interfere with or obstruct such access or the exercise of the Access Rights; f) make good any damage caused in connection with the exercise of these Access Rights; and g) carry out any activities ancillary or incidental thereto.
Electricity Infrastructure Construction Rights	<p>All rights necessary for the purposes of or incidental to the construction and commissioning of the electricity infrastructure, including to:</p> <ul style="list-style-type: none"> a) construct and install the electricity infrastructure in, on, under or over the land, including using trenchless techniques such as horizontal directional drilling; b) test and commission the electricity infrastructure installed in, on, under or over the land and to remedy initial faults and defects in it at any time prior to the date on which it is energised and ready for commercial operation; c) energise and commercially operate the electricity infrastructure for a period of no more than four months following initial commercial operation; d) enter the land and carry out surveys and investigations, including aerial surveys (including the right to fly an unmanned aircraft over the land and to enter and retrieve and recover any such unmanned aircraft from the land); e) carry out archaeological works and environmental and/or ecological mitigation; f) carry out works required or permitted by a planning permission and/or consent or licences; g) erect and remove fencing; h) store and stockpile and where necessary use, manage and process plant, machinery, apparatus and materials (including excavated material) and/or equipment; i) access the land and adjoining land with or without vehicles, personnel and plant, machinery, apparatus, equipment, materials for such purposes; j) construct, lay down, use and remove access roads including any necessary temporary bridging, culverting or diversion of water courses and drains,

	<p>modifying road verges and junctions and installing, using, altering, diverting, and removing services and utilities;</p> <p>k) carry out de-watering and drainage works and install, alter, reinstate or remove land drainage systems;</p> <p>l) discharge water into existing drains and watercourses;</p> <p>m) protect and prevent damage to or interference with the electricity infrastructure and the construction of the same;</p> <p>n) fell, trim or lop trees, shrubs, hedges and bushes and to clear and remove any and all vegetation which may damage, obstruct or interfere with the exercise of these Electricity Infrastructure Construction Rights;</p> <p>o) prevent and remove any works on or use of the land that may interfere with or obstruct the exercise of the Electricity Infrastructure Construction Rights;</p> <p>p) erect, create, use and remove welfare facilities including portable toilets, portable cabins and offices and electricity generators;</p> <p>q) install, use and remove artificial lighting;</p> <p>r) install, use, alter, divert and remove services and utilities;</p> <p>s) make good any damage caused in connection with the exercise of these Electricity Infrastructure Construction Rights; and</p> <p>t) carry out any activities ancillary or incidental thereto.</p>
Construction Compound Rights	<p>All rights necessary for the purposes of or incidental to the establishment, use and removal of works compounds including to:</p> <p>a) erect, create, use and remove a works compound which may include portable cabins and offices, and welfare facilities including portable toilets and electricity generators;</p> <p>b) store, stockpile and where necessary use, manage and process plant, machinery, apparatus, materials (including excavated material) and/or equipment;</p> <p>c) access the land and adjoining land with or without vehicles, personnel and plant, machinery, apparatus, equipment and materials for such purposes;</p> <p>d) fence, erect hoardings or signage or otherwise secure the compound;</p> <p>e) carry out de-watering and drainage works and install, alter or reinstate land, drainage systems;</p> <p>f) discharge water into existing drains and watercourses;</p> <p>g) install, use and remove artificial lighting;</p> <p>h) park cars;</p> <p>i) protect and prevent damage to or interference with the operation and maintenance of any works constructed pursuant to the Construction Compound Rights;</p> <p>j) fell, trim or lop trees, shrubs, hedges and bushes and to clear and remove any and all vegetation which may damage, obstruct or interfere with the exercise of these Construction Compound Rights;</p> <p>k) prevent and remove any works or use of the land which may interfere with or obstruct the exercise of these Construction Compound Rights;</p> <p>l) install, use, alter, divert and remove services and utilities;</p> <p>m) make good any damage caused in connection with the exercise of these Construction Compound Rights; and</p> <p>n) carry out any activities ancillary or incidental thereto.</p>
Drainage Rights	<p>All rights necessary for the purposes of or incidental to the carrying out of de-watering and drainage works and to install, alter, use, maintain, reinstate or remove drainage systems, including to:</p> <p>a) access the land and adjoining land with or without vehicles, personnel and plant, machinery, apparatus, equipment and materials for such purposes;</p> <p>b) protect and prevent damage to or interference with the operation and maintenance of any de-watering and/or drainage works;</p> <p>c) prevent and remove any works or use of the land which may interfere with or obstruct the exercise of these Drainage Rights;</p> <p>d) make good any damage caused in connection with the exercise of these Drainage Rights; and</p> <p>e) carry out any activities ancillary or incidental thereto</p>

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

	<p>i) make good any damage caused in connection with the exercise of these HVDC Rights; and</p> <p>j) carry out any activities ancillary or incidental thereto.</p> <p>The HVDC Rights may be acquired over such part of the Order Land plots described in Table 1 of the Schedule to the Order as may be necessary PROVIDED THAT the width of the 'rights corridor' within which the HVDC Rights may be acquired shall not exceed:</p> <p>k) 30 metres in width where trenchless installation techniques, such as horizontal directional drilling, are used;</p> <p>l) 20 metres in width in all other cases;</p> <p>AND PROVIDED FURTHER THAT the width restriction above shall not apply to the acquisition of the access rights and drainage rights described at paragraph a) and c) above, which rights may be acquired over such part of the Order Land plots described in Table 1 of the Schedule to the Order as may be necessary.</p>
Landfall Rights	<p>All rights necessary for the purposes of or incidental to the construction, retention, commissioning, operation, protection, maintenance, surveying, repair, renewal, replacement, removal and decommissioning of the electricity infrastructure, including to:</p> <p>a) access the land and adjoining land with or without vehicles, personnel and plant, machinery, apparatus, equipment and materials for such purposes;</p> <p>b) use horizontal directional drilling, where appropriate, for the installation of the electricity infrastructure;</p> <p>c) carry out de-watering and drainage works and install, alter, reinstate or remove land drainage systems;</p> <p>d) enter the land and carry out surveys and investigations, including aerial surveys (including the right to fly an unmanned aircraft over the land and to enter and retrieve and recover any such unmanned aircraft from the land);</p> <p>e) protect and prevent damage to or interference with the operation and maintenance of the electricity infrastructure;</p> <p>f) fell, trim or lop trees, shrubs, hedges and bushes and to clear and remove any and all vegetation which may damage, obstruct or interfere with the electricity infrastructure;</p> <p>g) prevent and remove any works on or use of the land that would prevent access to or the operation and maintenance of the electricity infrastructure;</p> <p>h) prevent changes to the use, or level of the surface of, the land;</p> <p>i) make good any damage caused in connection with the exercise of these Landfall Rights; and</p> <p>j) carry out any activities ancillary or incidental thereto.</p>
Landscaping Rights	<p>All rights necessary for the purposes of or incidental to the installation, inspection, retention, operation, protection, maintenance, repair, renewal, replanting and replacement of landscaping, ecological and/or environmental measures, including to:</p> <p>a) use as a construction and maintenance compound, working area, lay down and parking areas for all plant, equipment, materials and vehicles required in connection with the exercise of these Landscaping Rights;</p> <p>b) access the land and adjoining land with or without vehicles, personnel, plant, machinery, apparatus, equipment and materials for such purposes;</p> <p>c) fell, trim or lop trees, shrubs, hedges and bushes and to clear and remove any and all vegetation which may damage, obstruct or interfere with these Landscaping Rights;</p> <p>d) prevent and remove any works or use of the land which may interfere with or obstruct or interfere with the exercise of these Landscaping Rights;</p> <p>e) make good any damage caused in connection with the exercise of these Landscaping Rights; and</p> <p>f) carry out any activities ancillary or incidental thereto.</p>

<p>Temporary Access Rights</p>	<p>All rights necessary to access the land and adjoining land during construction and commissioning including to:</p> <ul style="list-style-type: none"> a) access the Order Land and adjoining land for the purposes of constructing and commissioning the electricity infrastructure and/or the establishment, use and removal of works compounds, and carrying out de-watering and drainage works and installing, altering or reinstating land drainage systems, with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel; b) access the land and adjoining land to use horizontal directional drilling, where appropriate, for the installation of the cables; c) carry out works to facilitate such access including to construct, lay down, use and remove access roads including any necessary temporary bridging, culverting or diversion of water courses and drains, modifying road verges and junctions and installing, using, altering, diverting, and removing services and utilities; d) fell, trim or lop trees, shrubs, hedges and bushes and to clear and remove any and all vegetation which may damage, obstruct or interfere with the exercise of these Temporary Access Rights; e) prevent and remove any works or use of the land which may interfere with or obstruct such access or the exercise of the Temporary Access Rights; f) make good any damage caused in connection with the exercise of these Temporary Access Rights; and g) carry out any activities ancillary or incidental thereto.
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APPENDIX 3

Plot	Size	Description	Ownership	Rights
1/48	10.56 square metres	Acquisition of Landscaping Rights over 10.56 square metres of hardstanding, lying east of The Norwoods and north east of Woodcock Wood, in the parish of Long Drax	Unknown	Acquisition of Landscaping Rights
2/59	114.98 square metres	Acquisition of Drainage Rights over 114.98 square metres of grassed area, ditch, direction signage and metal fencing, lying east of Mole End and west of The Lodge, in the parish of Long Drax	Unknown	Acquisition of Drainage Rights
2/72a	35.49 square metres	Acquisition of Access Rights and Temporary Access Rights over 35.49 square metres of agricultural track, lying east of Eastholme and south east of Sewage Works, in the Parish of Barmby on the Marsh	Unknown	Acquisition of Access Rights and Temporary Access Rights
2/74	816.67 square metres	Acquisition of Access Rights and Temporary Access Rights over 816.67 square metres of private track (Bankfield Lane), lying east of Eastholme and south east of Sewage Works, in the Parish of Barmby on the Marsh	Unknown	Acquisition of Access Rights and Temporary Access Rights
2/74a	364.67 square metres	Acquisition of Access Rights and Temporary Access Rights over 364.67 square metres of private track (Bankfield Lane), lying east of Eastholme and south east Sewage Works, in the Parish of Barmby on the Marsh	Unknown	Acquisition of Access Rights and Temporary Access Rights
2/80	955.16 square metres	Acquisition of Access Rights, Temporary Access Rights and Drainage Rights over 955.16 square metres of agricultural track (Bankfield Lane) and drain, lying south of Red Marsh and west of Lowfield Drain in the parish of Barmby on the Marsh	Unknown	Acquisition of Access Rights, Temporary Access Rights and Drainage Rights

2/85	1529.19 square metres	Acquisition of Access Rights and Temporary Access Rights over 1529.19 square metres of agricultural track (Bankfield Lane), lying north of Low Field and north west of Pump House, in the parish of Barmby on the Marsh	Unknown	Acquisition of Access Rights and Temporary Access Rights
2/85a	219.24 square metres	Acquisition of Access Rights and Temporary Access Rights over 219.24 square metres of agricultural track (Gateland Field Lane), lying north east of Low Field and north of Pump House, in the parish of Barmby on the Marsh	Unknown	Acquisition of Access Rights and Temporary Access Rights
2/85b	656.13 square metres	Acquisition of Access Rights and Temporary Access Rights over 656.13 square metres of agricultural track (Gateland Field Lane), lying north of Low Field and north west of Pump House, in the parish of Barmby on the Marsh	Unknown	Acquisition of Access Rights and Temporary Access Rights
2/86	83.63 square metres	Acquisition of Access Rights and Temporary Access Rights over 83.63 square metres of agricultural tracks (Gateland Field Lane and Bankfield Lane), lying north of Pump House and south east of Red Marsh, in the parish of Barmby on the Marsh	Unknown	Acquisition of Access Rights and Temporary Access Rights
2/90	10381.39 square metres	Acquisition of Electricity Infrastructure Construction Rights and HVDC Rights over 10381.39 square metres of agricultural land, lying west of Gateland Field Lane and east of Red Marsh, in the parish of Barmby on the Marsh	Unknown	Acquisition of Electricity Infrastructure Construction Rights and HVDC Rights
2/91	2774.17 square metres	Acquisition of Drainage Rights over 2774.17 square metres of agricultural land, lying north of Bankfield Lane and north west of Low Field, in the parish of Barmby	Unknown	Acquisition of Drainage Rights
2/92	265.15 square metres	Acquisition of Access Rights, Temporary Access Rights and Drainage Rights over 265.15 square metres of agricultural land, lying west of Gateland Field Lane and north of Pump House, in the parish of Barmby on the Marsh	Unknown	Acquisition of Access Rights, Temporary Access Rights and

				Drainage Rights
2/93	6.97 square metres	Acquisition of Drainage Rights over 6.97 square metres of drain, lying west of Gateland Field Lane and north east of Red Marsh, in the parish of Barmby on the Marsh	Unknown	Acquisition of Drainage Rights
2/96	528.68 square metres	Acquisition of Electricity Infrastructure Construction Rights and HVDC Rights over 528.68 square metres of agricultural track (Gateland Field Lane), lying north east of Low Field and east of Red Marsh, in the parish of Barmby on the Marsh	Unknown	Acquisition of Electricity Infrastructure Construction Rights and HVDC Rights
2/97	194.20 square metres	Acquisition of Access Rights and Temporary Access Rights over 194.20 square metres of agricultural track (Gateland Field Lane), north of Pump House and east of Red Marsh in the parish of Barmby on the Marsh	Unknown	Acquisition of Access Rights and Temporary Access Rights
2/97a	37.94 square metres	Acquisition of Access Rights and Temporary Access Rights over 37.94 square metres of grass verge, east of Red Marsh and north of Pump House in the parish of Barmby on the Marsh	Unknown	Acquisition of Access Rights and Temporary Access Rights
2/98	467.48 square metres	Acquisition of Electricity Infrastructure Construction Rights and HVDC Rights over 467.48 square metres of grass verge and drain (Lowfield Drain), east of Red Marsh and north of Pump House in the parish of Barmby on the Marsh	Unknown	Acquisition of Electricity Infrastructure Construction Rights and HVDC Rights
3/103	3867.42 square metres	Acquisition of Access Rights and Temporary Access Rights over 3867.42 square metres of agricultural track (Gateland Field Lane and Station Lane), lying north west of Seave Carr Bottoms and south of The Old Railway Station in the Parish of Barmby on the Marsh	Unknown	Acquisition of Access Rights and Temporary Access Rights
3/123	141.25 square metres	Acquisition of Access Rights and Temporary Access Rights over 141.25 square metres of track and scrubland lying south west of Mount Pleasant,	Unknown	Acquisition of Access Rights and

		south east of Asselby Nurseries in the Parish of Barmby on the Marsh		Temporary Access Rights
4/175	39.91 square metres	Acquisition of Electricity Infrastructure Construction Rights and HVDC Rights over 39.91 square metres of agricultural land, lying north of Phoenix Farm, south of Asselby Marsh, in the Parish of Asselby	Unknown	Acquisition of Electricity Infrastructure Construction Rights and HVDC Rights
4/183	38.90 square metres	Acquisition of Electricity Infrastructure Construction Rights and HVDC Rights over 38.90 square metres of agricultural land and public footpath (EY/Asselby Footpath No.2), lying north east of Mount Pleasant, north of Crossing Farm, in the Parish of Asselby	Unknown	Acquisition of Electricity Infrastructure Construction Rights and HVDC Rights
7/258	6.60 square metres	Acquisition of Access Rights, Temporary Access Rights and Drainage Rights over 6.60 square metres of agricultural land, lying north west of Oak Tree, south of North Gates, in the Parish of Howden	Unknown	Acquisition of Access Rights, Temporary Access Rights and Drainage Rights
11/379	253.30 square metres	Acquisition of Electricity Infrastructure Construction Rights and HVDC Rights over 253.30 square metres of woodland, lying south east of Chapel Farm and north east of Sikes Farm, in the Parish of Spaldington	Unknown	Acquisition of Electricity Infrastructure Construction Rights and HVDC Rights
12/404a	29.07 square metres	Acquisition of Access Rights and Temporary Access Rights over 29.07 square metres of footbridge, lying south east of Burse Lane Farm, west of Burse Lodge, in the Parish of Holme upon Spalding Moor	Unknown	Acquisition of Access Rights and Temporary Access Rights
12/398a	1165.08 square metres	Acquisition of Electricity Infrastructure Construction Rights and HVDC Rights over 1165.08 square metres of public adopted highway (Burse Lane), lying south of Burse Lane Farm,	Unknown (in respect of part)	Acquisition of Electricity Infrastructure Construction Rights and

		west of Bursea Lodge, in the Parish of Holme upon Spalding Moor		HVDC Rights
13/414	46.91 square metres	Acquisition of Drainage Rights over 46.91 square metres of drain and hedgerow, lying north west of Grange Farm, south west of Plump Bungalow, in the Parish of Holme upon Spalding Moor	Unknown	Acquisition of Drainage Rights
13/415	114.67 square metres	Acquisition of Electricity Infrastructure Construction Rights and HVDC Rights over 114.67 square metres of drain and hedgerow, lying north west of Grange Farm, south west of Plump Bungalow in the Parish of Holme upon Spalding Moor	Unknown	Acquisition of Electricity Infrastructure Construction Rights and HVDC Rights
14/445a	44.54 square metres	Acquisition of Landscaping Rights over 44.54 square metres of scrubland, lying north west of Tollingham Cottages, south of Skiff Farm, in the Parish of Holme upon Spalding Moor	Unknown	Acquisition of Landscaping Rights
14/445b	17.19 square metres	Acquisition of Landscaping Rights over 17.19 square metres of scrubland, lying north west of Tollingham Cottages, south of Skiff Farm, in the Parish of Holme upon Spalding Moor	Unknown	Acquisition of Landscaping Rights
14/468b	79.18 square metres	Acquisition of Access Rights and Temporary Access Rights over 79.18 square metres of part of highway verge (Lock Lane), lying south east of Keepers Cottage, north west of Tollingham Warren, in the Parish of Holme upon Spalding Moor	Unknown	Acquisition of Access Rights and Temporary Access Rights
18/538a	2.81 square metres	Acquisition of Landscaping Rights over 2.81 square metres of grassland and hedgerow, lying north of Lodge Plantation, south of Crossfield House, in the Parish of Market Weighton	Unknown	Acquisition of Landscaping Rights
18/539a	64.42 square metres	Acquisition of Landscaping Rights over 64.42 square metres of grassland and hedgerow lying north of Lodge Plantation, south of Crossfield House, in the Parish of Market Weighton	Unknown	Acquisition of Landscaping Rights
18/542b	10.97 square metres	Acquisition of Access Rights and Temporary Access Rights over 10.97 square metres of grass and hedgerow lying north of Lodge Plantation, south of Crossfield House, in the Parish of Market Weighton	Unknown	Acquisition of Access Rights and Temporary

				Access Rights
19/575c	129.75 square metres	Acquisition of Access Rights and Temporary Access Rights over 129.75 square metres of hedgerow, lying east of Middle Dale, south of The Bungalow, in the Parish of Market Weighton	Unknown	Acquisition of Access Rights and Temporary Access Rights
22/626a	25.43 square metres	Acquisition of Landscaping Rights over 25.43 square metres of grassland and hedgerow lying south of Warren Lodge, north west of Ridgehill Cottage, in the Parishes of Goodmanham and Market Weighton	Unknown	Acquisition of Landscaping Rights
22/628a	269.72 square metres	Acquisition of Electricity Infrastructure Construction Rights and HVDC Rights over 269.72 square metres of grassland and hedgerow lying south of Warren Lodge, north west of Ridgehill Cottage in the Parishes of Goodmanham and Market Weighton	Unknown	Acquisition of Electricity Infrastructure Construction Rights and HVDC Rights
22/631a	133.49 square metres	Acquisition of Landscaping Rights over 133.49 square metres of grassland and hedgerow lying south of Warren Lodge, north west of Ridgehill Cottage in the Parish of Goodmanham	Unknown	Acquisition of Landscaping Rights
22/633a	2.56 square metres	Acquisition of Landscaping Rights over 2.56 square metres of grassland, south of Warren Lodge lying north west of Ridgehill Cottage, in the Parish of Goodmanham and Etton	Unknown	Acquisition of Landscaping Rights
26/744	217.78 square metres	Acquisition of Landscaping Rights over 217.78 square metres of public adopted highway verge (Lund Wold Road) and hedgerow lying south east of Vicarage Farm and west of Corporation Farm, in the Parish of Lund	Unknown	Acquisition of Landscaping Rights
26/745	434.82 square metres	Acquisition of Landscaping Rights over 434.82 square metres of public adopted highway verge (Lund Wold Road) lying south east of Vicarage Farm and west of Corporation Farm, in the Parish of Lund	Unknown	Acquisition of Landscaping Rights
31/834	65.80 square metres	Acquisition of Access Rights and Temporary Access Rights over 65.80 square metres of grassland, lying west of Manor Farm, north east of	Unknown	Acquisition of Access Rights and Temporary

		Little Bustard Farm, in the Parish of Hutton Cranswick		Access Rights
32/859a	162.20 square metres	Acquisition of Electricity Infrastructure Construction Rights and HVDC Rights over 162.20 square metres of scrubland, lying north of Allotment Gardens, south west of Hutton Balk, in the Parish of Hutton Cranswick	Unknown	Acquisition of Electricity Infrastructure Construction Rights and HVDC Rights
32/859b	101.62 square metres	Acquisition of Electricity Infrastructure Construction Rights and HVDC Rights over 101.62 square metres of scrubland, lying north of Allotment Gardens, south west of Hutton Balk, in the Parish of Hutton Cranswick	Unknown	Acquisition of Electricity Infrastructure Construction Rights and HVDC Rights
32/903	287.86 square metres	Acquisition of Drainage Rights over 287.86 square metres of agricultural land, lying north west of Hutton Gatehouse, east of Keepers House, in the Parish of Hutton Cranswick	Unknown	Acquisition of Drainage Rights
32/905	188.82 square metres	Acquisition of Electricity Infrastructure Construction Rights and HVDC Rights over 188.82 square metres of agricultural land, lying north west of Hutton Gatehouse, east of Keepers House, in the Parish of Hutton Cranswick	Unknown	Acquisition of Electricity Infrastructure Construction Rights and HVDC Rights
39/1094	314.42 square metres	Acquisition of Temporary Access Rights over 314.42 square metres of hedgerow and drain, lying south of Centre Farm, north of Manor Farm Cottage, in the Parish of Kelk	Unknown	Acquisition of Temporary Access Rights