

**LAND AND NEGOTIATIONS**

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

**STATEMENT OF EVIDENCE**

**Camilla Horsfall  
National Grid Electricity Transmission plc**

## **1. QUALIFICATIONS AND EXPERIENCE**

- 1.1 My name is Camilla Horsfall. I hold a BSc Hons Degree in Rural Enterprise and Land Management from Harper Adams University. I am a Member of the Royal Institute of Chartered Surveyors, passing my APC in 2011.
- 1.2 I am a level 7 Surveyor in the Strategic Infrastructure team of National Grid Energy Transmission and have 10 years of experience on large scale infrastructure schemes.
- 1.3 I trained as a Rural Surveyor with the National Trust and moved into large scale renewables with Pollock Associates, a Renewable Energy and Property Consultants in 2010. I joined the energy team at Carter Jonas in 2014 where I worked on large scale energy developments and local infrastructure projects including advising a landowner on the A14 Cambridge to Huntingdon Improvement Scheme which involved representing the landowner through the DCO process. In 2017 I moved to Gateley Hamer advising landowners on the HS2 project where it ran through their land. In 2019 I moved to Dalcour Maclaren where I had the role of Lands Lead on the National Grid Ventures Viking Link project, taking the project from the CPO hearings and through delivery, and on the National Grid Energy Transmission project South East Anglia Link as the Lands Lead for the project from the initial survey stages through to the preparation of the DCO. In 2023 I transferred to work for NGET directly in to take on the level 7 surveyor role on EGL2
- 1.4 In 2014 my client was approached by Highways England about the A14 Cambridge to Huntingdon Improvement Scheme which affected their farm. I was instructed to advise the landowner through the DCO process, liaise with Highways England and represent them at the DCO hearings through 2015. As a part of this Project I also worked closely with the Agents Group and the NFU representative to ensure the overall lands matters were captured.
- 1.5 From 2019 I was the Lands Lead on the National Grid Ventures Viking Link project, this involved taking the project from the CPO decision through construction until the final cable test has been completed, 95% of the construction area had been reinstated when I moved roles. The Viking Link project is a 1400MW interconnector cable between Revsing substation in southern Jutland, Denmark to Bicker Fen Substation in Lincolnshire UK. The UK Onshore section extended to 65km. I was responsible for the delivery of this on behalf of the National Grid lands team, this included completing the Option agreements, Occupier's consents and the Deeds of Grant documents, financial budgeting for compensation during construction and the ongoing legacy budgets, advising the construction teams on lands and compensation matters which arose during construction on behalf of NGV and managing the internal ALO team. I also liaised with the legal teams on the CPO requirements and oversaw the delivery of the 3 rounds of CPO notices (circa. 350 notices in each round) which we were required to be displayed to ensure the correct rights were captured to ensure the delivery of the project.
- 1.6 From 2021 I took on the lands leads role for National Grid Energy Transmission South East Anglia Link, co-ordinating the initial contact with landowners potentially affected by the proposed route, working with National Grid to deliver the survey programme and meeting with the landowners and their agents to introduce the scheme and to discuss specific matters they project relates to their land. I liaised with the Agents LIG Group and co-ordinated and attended the Non- Statutory Consultation Events with the wider project, worked on the early stages of the DCO requirements. Following my employment move to NGET I also attended the Statutory Consultation Event to support the lands team.

1.7 In 2023 I moved to NGET and took on the Level 7 Surveyor role on the EGL2 project, I have taken a strategic role overseeing the Heads of Terms negotiations and taken on the negotiation of the Environmental Mitigation land at Wren Hall and I am responsible for discharging the objections which have been raised in relation to the CPO.

## **2. INTRODUCTION AND SCOPE OF EVIDENCE**

2.1 The structure of my statement of evidence is set out in paragraph 2.4 below.

2.2 In high-level terms, my statement will explain the strategy for the acquisition of land rights and engagement with stakeholders, and the current status of negotiations (as at the time of writing)

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

2.4 My statement of evidence is structured as follows:

2.4.1 Section 3 provides a description of the Order Land.

2.4.2 Section 4 provides an explanation of the need for the Order Land, including a description of the rights required.

2.4.3 Section 5 provides an explanation of the acquisition strategy for land rights.

2.4.4 Section 6 provides a summary of the status of land negotiations, with an accompanying **Appendix A**.

2.4.5 Section 6.4.77 provides a summary of compliance with CPO Guidance.

2.4.6 Section 8 covers consideration given to the outstanding objections received

2.4.7 Section 9 sets out my summary and conclusions.

## **3. DESCRIPTION OF THE ORDER LAND**

3.1 The Order Land is shown outlined red on the maps (**CD D.2**) which accompany the Order (**CD D.1**). It comprises primarily of arable farmland, and few areas of pastureland and willow plantation. Additionally, there is a small section of land which is a Christmas Tree farm, as well as crossings of public highway. The package of rights proposed to be acquired over each plot of land is detailed in the second column of the Schedule of Interests in the Order.

3.2 The extent of the Order Land has been informed by the extent of land required for the delivery of the Planning Permission and the Permitted Development Rights in order to deliver the English Onshore Scheme (“the **Project**”).

3.3 Land referencing has been undertaken by Carter Jonas to ensure that the land interests were identified within the Order boundary. Carter Jonas undertook a process of contact referencing and non-contact referencing in order to identify the land interests and capture those persons in:

3.3.1 Table 1 to the Order, being those owners, lessees, tenants, and occupiers who are qualifying persons under section 12(2)(a) of the Acquisition of Land Act 1981; and

3.3.2 Table 2 to the Order, being those persons who are qualifying persons under section 12(2)(a) of the Acquisition of Land Act 1981.

3.4 The plots of the Order Land identified within the Order were arrived at through a series of workshops involving NGET's land, planning and engineering teams together with relevant consultants including WSP and legal advisors.

#### ***General Description***

3.5 The Order Land comprises approximately 69km of HVDC cable route running from Fraisthorpe Beach, southwards- westerly, down to Drax, where the Order includes land to construct and operate a converter station. There is a 500m length of HVAC cable is included in the Order Land, to be installed between the proposed converter station and 400kV substation at Drax. Provision for Access Rights; Electricity Infrastructure Construction Rights; Construction Compound Rights; Drainage Rights; HVAC Rights; HVDC Rights; Landfall Rights; Landscaping Rights; and Temporary Access Rights are included in the Order Land.

3.6 The Order Land comprises predominantly of freehold owner/ occupiers who operate farming businesses. There are few plots within the Order Land that are tenanted by 3rd parties. At landfall the Order Land is a public beach which NGET does not require occupation of for the construction of the cable route.

3.7 Network Rail-owned land is included within the Order where the HVDC cable routes underneath operational railway track.

3.8 The Order Land for the HVDC cable route is a 60-metre-wide corridor, to ensure sufficient space is available for the construction and installation of the DC cables. HVAC cable is included in the order land, to be installed between the proposed converter station and 400kV Substation at Drax, in which a 60-metre-wide corridor is required, to ensure sufficient space is available for the construction and installation of the AC cables. A number of temporary rights are being sought for Construction Compound Rights in 17 separate locations; separated into 3 Primary Compounds, 10 Secondary Compounds and 4 Tertiary compounds to facilitate the construction phase of the Project. Permanent Landscaping rights are sought to re-provide lost vegetation caused by the project and to appropriately screen the Converter Station as required under the planning conditions.

#### **4. NEED FOR THE ORDER LAND**

4.1 The need for the SEGL2 Development (which comprises the English Onshore Scheme, the Marine Scheme and the Scottish Onshore Scheme) is set out in section 8 of the Statement of Case (**CD D.6**), and in the evidence of Richard Gott.

4.2 The National Grid Electricity System Operator (NGESO) reviews the network capabilities requirements on an annual basis. This includes Future Energy Scenarios (FES), the Electricity Ten Year Statement (ETYS), and the Network Options Assessment (NOA). 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. Further information on the SEGL2 Development’s need is provided in Mr Gott’s evidence.

- 4.3 The Order Land comprises all of the land and rights required for the construction, operation, repair, maintenance and decommissioning of the Project. Full explanation of the works that need to be undertaken and the extent of land over which rights are required for those works is set out within the evidence of Damian Spurr.
- 4.4 As in all NG projects, NGET is taking a proportionate approach to land acquisition. The only freehold acquisition required is as follows:
- 4.4.1 freehold acquisition of the Converter Station Land (Plots 1/7) is necessary to ensure that NGET has exclusive possession and control of the land required for the safe construction, operation and maintenance of the Substation and Converter Station.
- 4.4.2 freehold acquisition of the Biodiversity Net Gain and Landscaping Land (Plots 1/7a, 1/15a/ 1/16a and 1/17a) is necessary to ensure that NGET has exclusive possession and control of the land required for the compound throughout the construction period and given the accumulation of additional rights that would be required over this plot relating to both the HVAC Cable and HVDC Cable.
- 4.5 The rest of the Order Land is subject to the acquisition of “packages” of rights which have been tailored based on their purpose and allocated to specific Plots, so that unnecessary acquisition or encumbrance is avoided.
- 4.6 These packages are based on the purpose and applied to specific plots, as appropriate. 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 HVAC Rights or HVDC Rights, and will be exercised throughout the operational lifetime of the English Onshore Scheme.
- 4.7 The rights packages are defined in full in the Order (**CD D.1**) but can be summarised as follows, with the use of each plot included in the Schedule of Interests:

Name of Rights Package	Rights
Access Rights	<p>These rights will permit NGET to access land and adjoining land for the purposes of constructing, installing, commissioning, inspecting, surveying, maintaining, repairing, altering, renewing, replacing and removing or decommissioning the electricity infrastructure, together with associated rights.</p> <p>These rights will be required on a permanent basis as they relate to the operation and maintenance of the electricity infrastructure.</p>
Electricity Infrastructure Construction Rights	<p>These rights will provide NGET with the rights required to facilitate the construction of the electricity infrastructure and associated development.</p>

	Save for a short period of commissioning, 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.
Construction Compound Rights	<p>These rights will provide NGET with the rights required necessary for the purposes of erecting, creating, using and removing works compounds and associated rights in connection with the construction of the electricity infrastructure.</p> <p>These rights will be sought over those construction compounds that sit outside of the main construction corridor.</p>
Drainage Rights	These rights will provide NGET with the rights necessary to carry out de-watering and drainage works and install, alter, reinstate or remove drainage systems and associated rights.
HVAC Rights	<p>These rights will provide NGET with the rights required in connection with the use, maintenance and decommissioning of the HVAC Cables and the rights to protect and prevent interference with the HVAC Cables.</p> <p>These rights are needed in connection with the permanent electricity infrastructure</p>
HVDC Rights	<p>These rights will provide NGET with the rights required in connection with the use, maintenance and decommissioning of the HVDC Cables and the rights to protect and prevent interference with the HVDC Cables.</p> <p>These rights are needed in connection with the permanent electricity infrastructure.</p>
Landfall Rights	<p>These rights will provide NGET with the rights required in connection with the use, maintenance and decommissioning of the HVDC Cables and the rights to protect and prevent interference with the HVDC Cables and associated rights at the point of the Landfall.</p> <p>The Landfall is a critical component of the English Onshore Scheme.</p>

Landscaping Rights	<p>These rights will provide NGET with the rights required for the purposes of or incidental to the installation, inspection, retention, operation, protection, maintenance, repair, renewal, replanting and replacement of landscaping, ecological and/or environmental measures and associated rights including in relation to Biodiversity Net Gain.</p> <p>These rights will be required on a permanent basis, to ensure that landscaping works and environmental and ecological measures are maintained throughout the lifetime of the Project including in relation to Biodiversity Net Gain.</p>
Temporary Access Rights	<p>These rights will permit NGET to access land and adjoining land for the purposes of constructing, the electricity infrastructure, together with associated rights.</p> <p>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</p>

- 4.8 The rights over the plots of the Order Land identified within the Order were arrived at through a series of workshops involving NGET’s land, planning and engineering teams together with relevant consultants including WSP and legal advisors to ensure that only the relevant rights packages were sought over the relevant plots.
- 4.9 The extent of land or rights required has been kept to a minimum, subject to a reasonably flexible expectation of how the main contractor will need to set up their work areas. Land has been included for works and laydown areas in proximity to the substation. Access widths have been limited to the width of existing tracks, or a reasonable vehicle width across open ground.
- 4.10 The packaging of rights described above means that each Plot of land will only be subject to the acquisition of specific rights required over that Plot. For more detailed explanation of each element of the work, refer to Section 3 of Richard Gott’s evidence.

***Cable Rights***

- 4.11 If NGET is required to acquire rights compulsorily in respect of the HVAC Cable and the HVDC Cable, 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 the 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).

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.

- 4.12 The reason that this four-month period of operation is included within these Electricity Infrastructure Construction Rights is 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
- 4.13 On National Grid Ventures' Viking Link project, the rights for construction were obtained via voluntary Option agreements. These temporary rights to allow for construction of the project on un-registered land were acquired by use of a General Vesting Declaration. In practice, over 350 notices were erected on the relevant plots notifying any potential owners, or people with an interest in the land. In addition, General Notices were placed on site where the cable rights intersected public rights of way. All landowners and parties received notification that the powers granted under the CPO rights were being sought where voluntary agreement was not able to be granted. All notices on site were inspected, photographed and reported back to the legal team on a weekly basis for a period of 3 months.
- 4.14 In order to secure the rights for the operation of the cable, the voluntary easement agreements were secured with the landowners. There was a further round of notices required to secure the rights through the unregistered land and there was one parcel of land where the landowner had recently died and the land had not passed through probate. Notices were erected on these parcels and checked weekly for 3 months.
- 4.15 The second phase will include the drawdown of the rights that are needed in connection with the permanent electricity infrastructure. This is because the final positioning of the HVAC Cable and HVDC Cable is not yet known and NGET does not want to draw down permanent rights over a wider area of land than is necessary.
- 4.16 In respect of the HVAC Cable, 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.
- 4.17 In respect of the HVDC Cable, a permanent rights corridor of 30m 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 20m in width is required.
- 4.18 In all cases, these rights are required to accommodate the infrastructure, provide access for maintenance and to ensure that the electricity infrastructure is adequately protected.
- 4.19 Whilst the HVAC Rights and HVDC Rights are sought over all land within the HVAC Route and HVDC Route, so that the HVAC Cables and HVDC 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 and 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 HVAC Rights may only be acquired within a limited rights corridor of 50m or 25m depending

on the method of construction and the HVDC Rights may only be acquired within a limited rights corridor of 30m or 20m depending on the method of construction.

- 4.20 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.

### ***Summary***

- 4.21 All of the land required for the delivery of the Project has been included in the Order (**CD D.1**) even where Heads of Terms have been agreed with landowners. This is necessary to ensure that NGET is able to complete the acquisition of land and rights in the event that acquisition by agreement in accordance with Heads of Terms is, for whatever reason, not completed such as would prejudice the timely delivery of the Project.

- 4.22 NGET has however, as part of its Heads of Terms negotiations, agreed not to exercise its powers of compulsory purchase pursuant to the CPO in respect of the landowner's interests which are subject to the voluntary agreement, save in the event of:

4.22.1 where land has not been registered on HM Land Registry and where title cannot be deduced by a landowner or their legal team; and

4.22.2 where it is believed there are interests in the land and the interested party cannot be identified, e.g. drainage or mineral rights. The CPO will be exercised over those rights.

- 4.23 In order to secure some of the more significant areas required around the substation for temporary use (e.g. laydown areas), option agreements are sought so that the compulsory occupation/rights are only triggered when required.

## **5. ACQUISITION STRATEGY**

- 5.1 National Grid has a publicly available document called the Guidance on Land Rights for New Electricity Transmission Assets which sets out the acquisition strategy for new assets, including underground cables. This can be found as Appendix C

- 5.2 NGET's preference is always to secure land rights on a voluntary basis. NGET's strategy is to engage with interested parties as early as possible, to explain the requirements of the project and the rights sought; seek understanding of the landowner's particular concerns; and provide sufficient opportunity for questions and feedback, before making fair offers for the land/rights required.

- 5.3 To help facilitate this strategy, NG's land rights strategy, developed in 2010, provides a consistent methodology for acquiring rights for infrastructure projects, both for DCOs and Town & Country Planning Act/CPO schemes. The strategy is used for all such projects and is under continuous review to ensure that it is still fit for purpose, treats people fairly, and meets the expectations of third-party landowners and occupiers. This process of review, and where appropriate adaptation, has been adopted on EGL2.

- 5.4 This strategy has comprised of:

- 5.4.1 Non-Contact Land Referencing to identify and consult with interested parties who may be affected by a project. This is done using public sources of information such as HM Land Registry information.
- 5.4.2 Contact Land Referencing via Land Interest Questionnaires and Land Owner Questionnaires being sent to the identified parties to confirm the information for the book of reference.
- 5.4.3 Access is requested to identified landowners and where appropriate, tenants, for non-intrusive and intrusive surveys. These surveys are designed to inform the project design. Where this access is not able to be agreed voluntarily National Grid follows a process to work towards service of notice, which involves letters being sent in two week intervals, over 6 weeks, following engagement with the landowner and their agent to try and settle any questions they may have with the surveys, notice is served.
- 5.4.4 Following confirmation of the project route alignment, negotiations with the landowners and their agents, begin to work towards the legal agreements required to regularise the construction and use of the cables. This takes the form of Heads of Terms negotiations for an Option, which in this case calls for a Deed of Easement.
- 5.5 Within the Heads of Terms, offers were submitted to each landowner, with incentives linked to the early acceptance of offers. NGET's approach has been to seek options over land to enable the construction of the English Onshore Scheme.
- 5.6 In respect of the land over which freehold acquisition is required, Heads of Terms for an Option to acquire that land has been issued to each landowner.
- 5.7 In respect of the land over which rights are required, Heads of Terms for the Agreement to Grant enabling NGET to enter land for the construction and installation of the cable and associated infrastructure and post installation to enter into a Deed of Easement were issued to landowners.
- 5.8 The Agreement to Grant is proposed to be a 7-year period and the total offer from NGET (which includes a market value consideration payment) included an incentive payment, payable on completion of the Agreement to Grant, subject to the Agreement to Grant being completed within 12 weeks from the date of the issue of Heads of Terms.
- 5.9 The incentive deadline was initially set at 16 weeks from signature of the Heads of Terms, but this was extended to the 17 November to account for an addendum to the Heads of Terms to address additional matters raised by the land agents.
- 5.10 The basis for the payment offered is as follows:
  - 5.10.1 the value offered in terms of consideration for the option and easement is 80% of the agreed agricultural land value (which is calculated on a per acre basis). This is NGET's valuation for the acquisition of rights over the land subject to the Order and this is an industry standard valuation for the acquisition of such rights; and an additional incentive (being 20% of the agreed easement value) 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.

- 5.11 The payments will be made on the following basis:
  - 5.11.1 25% of the agreed value payable on exchange of the option agreement, plus all the incentive payment (if applicable)
  - 5.11.2 50% of the agreed value payable on service of the construction notice
  - 5.11.3 a balancing payment of an agreed value on completion of the Deed of Grant.
- 5.12 As part of this strategy, NGET provided draft Heads of Terms to each of the landowners.
- 5.13 Alongside the Heads of Terms, NGET issued its Construction best practice for underground cable installation version 1 (**NGET's Best Practice Guide**) (**CD F.5**).
- 5.14 NGET appointed Fisher German as its land agent to assist with engagement with landowners and the issue and negotiation of the Heads of Terms. The day-to-day negotiations have been carried out by offering meetings with landowners/ agents to discuss the Heads of Terms in further detail. Correspondence has been back and forth between NGET and 3rd party landowners/ agents on specific individual issues. Where engagement has been slow from landowners, NGET has made periodic efforts to engage and offer support to try and progress negotiations by private treaty, as evidenced in Appendix A.
- 5.15 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.
- 5.16 Once Heads of Terms are agreed with an individual landowner an option agreement is issued to that landowner's solicitor to secure the agreement in a legally binding document. The option agreement reflects the Heads of Terms agreed with any given landowner.

## **6. STATUS OF NEGOTIATIONS**

- 6.1 **Appendix A** provides a summary of engagement to date. Following consultation feedback from landowners NGET have, where possible, made amendments to the scheme to facilitate individual needs/ plans. As the scheme has progressed, NGET's land agents have provided updates in the form of meetings and email correspondence to landowners to keep them up to date with the latest proposals. Appendix A sets out engagement with all landowners from the point of the first draft of Heads of Terms being issued. In respect of all objectors, Appendix A sets out *all* engagement, including prior to Heads of Terms being issued.
- 6.2 The Status of Negotiations can be split into three sections: (a) Voluntary Land Acquisition Agreements- these are the negotiations required to secure voluntary legal agreements for the construction and operation of the cable through Heads of Terms documents to Option Agreements and Ultimately Deed of Grant agreements for the operation of the cable; (b) Survey Licences- these are the agreements with the landowners and occupiers to allow the Project team onto the land to conduct non-intrusive and intrusive GI surveys; and (c) Other matters- these other matters may be design change suggestions, access route change requests or landscaping suggestions.

6.2.1 A summary of the key stages and timelines of landowner interaction is provided in Paragraph 6.23 of the Statement of Case

6.3 A common objection has been the level of engagement from the project to the landowners and their agents. Early in the process NGET ensured that all points of concern were considered within their internal system, however it is acknowledged that the feedback to the landowners was not consistent. However, as can be demonstrated by the Comms Log at Appendix A this was rectified by a change in process and we now consider that engagement is satisfactory.

#### 6.4 **Voluntary Land Acquisition Agreements**

6.4.1 Since Heads of Terms were issued in 2022, NGET have made attempts to negotiate the terms proposed through a combination of agent meetings, calls and email correspondence. In instances where a 3rd party agent represents multiple affected landowners, a lot of points of discussion have been negotiated in bulk. Landowner-specific concerns have also been captured in negotiations to date and have been dealt with on an individual basis.

6.4.2 A summary of the Heads of Terms issued over the lifetime of the project is set out below

Number of HoT's Issued	150
Number of HoT's Returned	116
Number of HoT's Issued to Legal Instruction	87
Number of HoT's Under Negotiation	33%
% HoT's Returned (All)	78%
% HoT's Returned Cable Route & Compounds	91%

6.4.3 Heads of Terms were issued to landowners from- October 2022 in batches over a period of 5 weeks (until 28 November 2022), with a revised Heads of Terms document issued in 4 batches from 9<sup>th</sup> June to the 30<sup>th</sup> of June 2023 (a template Heads of Terms for the cable route is included at Appendix D). Currently 116 Heads of Terms have been returned and 87 of these have been sent to NGET's solicitors for processing into Option Agreements. The 29 remaining Heads of Terms have been returned with caveats which are subject to review and negotiation. 34 Heads of Terms documents remain under negotiation with the landowners, with further details on negotiations provided in section 8 below and Appendix A.

6.4.4 On 29<sup>th</sup> January, the freehold title for the converter station was vested with National Grid further to agreement with the landowner.

6.4.5 Following the Landowner Interest Group's (LIG) and National Farmers Union (NFU) ongoing communication, a request was made that NGET issued an addendum to the Heads of Terms (Appendix D) that reflected the negotiated position following submission of the Heads of Terms to landowners. This document offered clarification on drainage, ancillary rights, rights of way, insurance requirements, future interaction with the cable and grantor's covenants additionally there was a

clarification on the requirements for the cable depth. This addendum updated the Heads of Terms as was issued to all landowner agents on 7 November 2023.

- 6.4.6 The outstanding Heads of Terms predominantly relate to landowners who have access only Heads of Terms. These are subject to negotiation of a commercial nature, and these conversations are ongoing. Additionally, there are two landowners who have a legacy issue with a previous National Gas Transmission (a company which used to form part of the wider National Grid group) scheme and NGET are working with National Gas Transmission and the landowners' agent to address his concerns. One of these is Mr Wright (OBJ 4), the other landowner has not raised an objection to the scheme.
- 6.4.7 All of the land required for the delivery of the English Onshore Scheme has been included in the Order even where Heads of Terms have been agreed with landowners. This is necessary to ensure that NGET secures all land and rights if voluntary agreements are not completed.

## 6.5 Survey Licences

- 6.5.1 National Grid has a standard payment schedule for survey licences for both intrusive and Non- Intrusive payments. This was updated on 6 February 2024, both old and new Land Rights Payment Schedules can be found at Appendix E and Appendix F.
- 6.5.2 Agreements for surveys which take place after 6 February 2024, under new licence agreements, will be paid for on the new rates as set out in Appendix E.
- 6.5.3 Licence agreements for non-Intrusive surveys were initially issued for signature to landowners in batches in January and February 2021. Licences for Non-Intrusive surveys have been issued annually since.
- 6.5.4 Licence agreements for Intrusive surveys were issued for signature to landowners in July 2021 for Boreholes and Trial Pits. Licence agreements for Intrusive surveys relating to Trial Trenching and Archaeological works were issued for signature to landowners in 2023, with further amendments being made, further to negotiation by the land agents into 2024.
- 6.5.5 Future requirements for Intrusive and Non-Intrusive surveys from 2023 and 2024 will be captured by licence agreements and these are currently subject to ongoing negotiation. The Intrusive licence will cover GI surveys and Archaeology Trial Trenching the Non- Intrusive surveys will continue the ecological surveys and will also include the drainage surveys by Land Drainage Consultants Limited (LDCL).
- 6.5.6 In 2021 only three s.172 Notices under the Housing and Planning Act 2016 were served on a number of landowners in to ensure GI surveys were able to be undertaken to inform the engineering and design of the cables in key locations where voluntary access was not able to be given. As can be seen in the table at 6.4.10 a total of 66 intrusive licences were issued in that year.
- 6.5.7 It is National Grid Policy to only serve s.172 Notices following due process, as a last resort. National Grid Policy states that initially the licence and covering letter setting out the reasoning for the surveys is sent, then a minimum of two weeks after that a chaser letter is sent, and contact is made with the land occupier, owner, or the

relevant agent to understand why the licence has not been signed. A minimum of two weeks after the second letter a third letter sent to all parties setting out that there is a risk of a s.172 Notice being served. In conjunction with this, negotiations for the voluntary access licence continue. If negotiations break-down, then s.172 notices are served on the landowners. Following service of the notice, after 14 days access for the stipulated surveys can be taken. National Grid are obligated to cover the losses of the landowner and/ or occupier under this process and reasonable agents' fees can be claimed, however it is National Grid's policy to make the payment under the licence if the licence is signed and returned following service of the notice.

- 6.5.8 Under the terms of the licences (if signed), the occupier/owner of the land must inform the Project on the preferred access routes into the land, and they must receive 10 days notices of access being required for the surveys. Following this advanced notice, the survey team contacts the landowner/ occupier at least 24 hours in advance of the survey to confirm the finer detail required to take access, as an example this may include confirmation of access on foot or if vehicles are required, confirmation on the access route and if any gates require to be opened to facilitate that access.
- 6.5.9 At Appendix G is a table setting out the objectors and the status of surveys on their land.
- 6.5.10 In summary of the status of surveys overall, the table below sets out the overall number of licences issued on the Project and returned for Intrusive and Non-Intrusive surveys and the numbers of s.172 notices served.

<b>Year</b>	<b>Non-Intrusive Licences Issued</b>	<b>Non Intrusive Licences Returned</b>	<b>Intrusive Licences Issued</b>	<b>Intrusive Licences Returned</b>	<b>s.172 Notices served.</b>
<b>2021</b>	361	295	66	63	3
<b>2022</b>	198 renewals sent	54	48	44	none
<b>2023</b>	123	113	109	46	10 in preparation for 2023 licences
<b>2024</b>			115		

- 6.5.11 In summary, a significant amount of correspondence and discussion has been had with landowners, the LIG Group and the NFU in getting the survey licences agreed to and amendments have been made to satisfy the requirements of the landowners. This can be seen in the correspondence log at Appendix A.

## 6.6 **Other Correspondence**

- 6.6.1 In addition to the discussions with landowners on the voluntary agreements set out above, there have been ongoing discussions on a number of more practical matters, these have included items such as design queries and change requests, clarifications and requests on access provisions, site meetings and conversations and correspondence on matters which may affect landowners on a practical basis such as programme timings and the agricultural calendar and meetings with LDCL to chat through the drainage provisions and pre and post drainage designs.
- 6.6.2 These have been listed in the Communications Log at Appendix A and have been set out in the Statements of Common Ground where landowners who have objected to the scheme have raised concerns which fall into this category.
- 6.6.3 These Other Correspondences can appear to be the cause of delays to the correspondence and communications with the landowners and agents, however these are matters which will affect the engineering and design of the project and require detailed analysis by a large team of professionals and consultants to fully understand the impact these changes may have on the overall Project.
- 6.6.4 A Design Change Control system was created to allow the Design Change Requests raised by the landowners to be sent into the project by the Lands Team, there is a paper trail within the system to allow the request to be tracked as it was analysed by the required expert and then the response was fed back to the landowners and their agents either by meeting, correspondence or through changes to be made to the Voluntary Agreements.

### *Assistance and Commitments*

- 6.7 In line with NGET's Construction Best Practice For Underground Cable Installation Version 1 (**CD F.5**), NGET has committed to installing its cables at a depth not less than 900mm from the original surface to the top of the protective tile above the cables (further detail on cable depth is provided in the evidence of Dave Rogerson). NGET will seek to minimise the impact on farming operations on the retained land where possible. As per Construction Best Practice For Underground Cable Installation NGET will undertake best practise soil management processes to prevent unnecessary adverse impact on soils and drainage in the vicinity. Works are ongoing by Land Drainage Consultants Ltd (LDCL) to support NGET's approach to minimising impact on the land required for the project and the surrounding land. Topsoil and subsoil are stored separately and will be reinstated in the correct order in line with the CEMP to ensure there is no damage to the soils. Further details on soil and drainage is captured in Miles Flather's evidence.
- 6.8 With regards to drainage, within the Heads of Terms NGET has committed to:
  - 6.8.1 employing suitably qualified consultants to carry out a pre and post construction drainage assessment;
  - 6.8.2 implement the requisite recommendations as soon as practicably possible, to ensure where reasonable and appropriate the agricultural land drainage systems on the

Grantor's Estate are left in no worse condition than before the date of the pre-construction drainage assessment;

- 6.8.3 agree the methods and timings to be employed in repairing damage to field drainage systems and/or carrying out any additional drainage work determined to be necessary;
- 6.8.4 refer the decision to an independent expert in the event the parties fail to reach an agreement on drainage;
- 6.9 The position proposed in the Heads of Terms supports the Construction Best Practice for Underground Cable Installation (**CD F.5**), assuring that a professional approach will be employed, that the drainage will be left in no worse condition than when NGET take possession of the land, and in cases where land drainage cannot be reinstated to the same standard as the pre-construction drainage assessment, the landowner will be compensated. Further detail on land drainage and soils is provided in the evidence of Miles Flather.
- 6.10 Following concerns raised by landowners in their objections around cable depths and drainage, NGET have employed external land drainage consultants, LDCL, to assess the soils and drainage of the cable route. The soil assessment activity is one that is typically undertaken by the appointed principal contractor at the start of construction, however in light of feedback from landowners' NGET have taken a proactive approach in appointing external soils and drainage experts in July 2023 to assess the land and come to a conclusion on appropriate cable depth sooner to assist with progressing private agreements.
- 6.11 In order to suitably assess the soil and drainage, NGET's land agents engaged with landowners to arrange meetings between landowners and LDCL to gather key information to inform the report. Where landowners had refused to sign their Non- Intrusive licences, the onsite assessments have taken place later than NGET had hoped due to the wet start to winter, however the initial surveys are non- intrusive and also include a desktop review of existing drainage plans. Any intrusive surveys required to inform this process will take place in line with the CEMP, as submitted as part of the planning application. As part of this assessment, LDCL will propose a recommended drainage strategy which will be put forward to the appointed principal contractor. Further details on soil and drainage can be found in the evidence of Miles Flather.

## **7. COMPLIANCE WITH CPO GUIDANCE**

- 7.1 This section seeks to explain and demonstrate how the CPO Guidance (**CD B.6**) has been complied with.

**Paragraph 2** – The confirming authority will expect the acquiring authority to demonstrate that they have taken reasonable steps to acquire all of the land and rights included in the Order by agreement

- 7.2 Under CPO guidance, NGET must demonstrate that reasonable steps have been taken to acquire the land and rights required for the SEGL2 project by agreement. Heads of Terms were issued to affected landowners from October 2022 in batches over a period of 5 weeks (until 28 November 2022), with a revised Heads of Terms document issued in 4 batches from 9<sup>th</sup> June to the 30<sup>th</sup> of June 2023, 3 months before the making of the CPO application and 18 months before construction is scheduled to start. When Heads of Terms were issued, NGET's

appointed land agents offered meetings with landowners and their agents to discuss the contents of the terms offered, with the intention of progressing the negotiations and agreeing terms for private option agreements. Where responses to issued Heads of Terms were not received, NGET followed up with further attempts of contact. As per the engagement records in Appendix A, NGET have met with all affected landowner's agents on the route with a means of negotiating private treaty agreements and an addendum was included in the Heads of Terms to address additional matters raised by the agents during the ongoing agreement negotiations. I am satisfied that NGET has taken reasonable steps to acquire all land and rights in the Order by agreement.

**Paragraph 2** – Compulsory purchase is intended as a last resort to secure the assembly of all the land needed for the implementation of projects. However, if an acquiring authority waits for negotiations to break down before starting the compulsory purchase process, valuable time will be lost. Therefore, depending on when the land is required, it may often be sensible, given the amount of time required to complete the compulsory purchase process, for the acquiring authority to plan a compulsory purchase timetable as a contingency measure and initiate formal procedures.

- 7.3 NGET made the Order on 5 September 2023, 11 months after Heads of Terms were first issued to all affected landowners. While formal proceedings have been progressing since November 2023, NGET have continued to engage with all landowners and agents with the intention of reaching private agreements. Where Heads of Terms were agreed, draft Option Agreements were submitted to landowner solicitors in January 2024. NGET has every intention of securing the land rights privately and will continue to progress negotiating terms with affected landowners who are willing to enter into option agreements in parallel with the CPO process. The Order was made as a measure of last resort.

**Paragraph 3** – In order to reach early settlements, public sector organisations should make reasonable initial offers, and be prepared to engage constructively with claimants about relocation issues and mitigation and accommodation works where relevant.

- 7.4 In order to ensure reasonable offers were made to landowners, NGET sought external valuation advice by instructing its land agents to produce an Royal Institute of Chartered Surveyors (RICS) red book valuation for the land required for the SEGL2 project. A red book valuation is a formal opinion of value which can be relied upon by the instructing party which can only be conducted by a RICS Registered Valuer. The valuation for the cable route was assessed based on the value for permanently acquiring the agricultural land, the originally the value of the land was £16,000/ acre, however this was increased to £18,000 following discussions with the Landowner's agents' group. As NGET only require rights to construct, install and maintain the cable route, an offer of 80% of the capital value of the land (as determined by the independent red book valuation, on the basis that we are seeking an easement) has been offered to landowners along the cable route in the Heads of Terms. As Construction Compound Rights are also required to deliver the SEGL2 project, offers have been made to the relevant landowners on a value per square metre per annum basis.
- 7.5 NGET has sought to encourage the landowners to sign up these voluntary agreements by offering an incentive payment of an additional 20% if the Heads of Terms agreements were signed by 17 November 2023 with the Addendum signed by the 24<sup>th</sup> November 2023 and the Option agreements were completed within 12 weeks of that date. It has subsequently become

apparent that the original 12 weeks to complete the Option agreement will not be accurate and NGET has committed to honouring the Incentive Payment where the Landowners are working collaboratively with NGET to agreeing the Option agreements. NGET has sought to reach early settlement and has engaged with landowners throughout.

**Paragraph 13** – An acquiring authority should have a clear idea of how it intends to use the land and rights which it is proposing to acquire.

- 7.6 Careful consideration has been made to identify and agree the extent of land and rights being sought within the CPO application. Periodic plot by plot review meetings were held between all the relevant NGET disciplines which led to the rights being sought within the CPO application. Engineering best practice and planning legislation influenced the decision making process for seeking the land and rights required for SEGL2. NGET has a clear idea of how it intends to use the land and this has informed the nature of the rights sought.

**Paragraph 17** – Acquiring authorities are expected to provide evidence that meaningful attempts at negotiations have been pursued or at least genuinely attempted, save for lands where land ownership is unknown or in question.

- 7.7 Appendix A provides the evidence that NGET have made meaningful attempts to negotiate private treaty option agreements with all landowners affected by the SEGL2 scheme. NGET have:

- 7.7.1 issued Heads of Terms to all landowners affected by the project;
- 7.7.2 offered fair and reasonable values for land rights being sought;
- 7.7.3 offered incentive payments to all landowners where rights are sought;
- 7.7.4 extended the incentive period to reflect ongoing negotiation and clarification as set out in the addendum to attempt to securing private agreements;
- 7.7.5 responded to Heads of Terms-related queries received from landowners/ agents to progress discussions;
- 7.7.6 met with landowners/ agents to discuss landowner-specific matters; and
- 7.7.7 in circumstances where landowners have not been willing to engage, periodically contacted land agents stating our willingness to communicate and reach a private agreement.

- 7.8 In circumstances where land agents have been acting on behalf of landowners without that landowners' knowledge or approval, direct communication with that landowner has taken place to ascertain their comments and feedback on the Heads of Terms and to understand who their appointed agent is. NGET has made meaningful attempts to negotiate in these circumstances. NGET understands that OBJ8 (parts (1) - (9) inclusive) was submitted without the relevant landowners' knowledge or approval and NGET has therefore followed the aforementioned procedure since being made aware of this point. NGET's approach to voluntary negotiations and compulsory acquisition is in accordance with the CPO Guidance

## 8. CONSIDERATION OF OBJECTIONS RECEIVED

8.1 Objections were received from the following parties. The below provides an update to the status of objections and negotiations set out previously in NGET's Statement of Case (**CD D.6**).

8.2 Several objections raise the prospect of alternative uses for the plots being acquired. For a more detailed explanation of the planning allocations and relevant planning histories refer to Dave Ritchie's evidence.

8.3 The full status of the individual objections, including details on individual engagement, is set out in section 12 of the Statement of Case (**CD D.6**). The current status can be summarised as follows:

8.3.1 Wansford Trout Farm Ltd (**OBJ1**) – This landowner has submitted an objection based on a lack of engagement by the project, that their emails are not being responded to and on a commercial term that the offer for the use of their track is too low. Full details of NGET's engagement to date can be found in the Comms Log at Appendix A. Following submission of their objection, it became apparent on 3 January 2024 that the agent who had been purporting to act on their behalf since 2022, had not been formally instructed on that basis. NGET have subsequently identified the correct agent and have been liaising with them directly. NGET are continuing to approach this landowner and their agent to address any concerns they have and to work towards a voluntary agreement in place for use of this access route. HoTs for the Voluntary Agreements have not been returned from this Objector. A meeting was held between Fisher German, NGET, the landowner and agent on 7 February 2024. The outcome of this meeting was confirmation on what the anticipated access requirements would be including the length of time the access would be required for, as well as the mitigation methods to alleviate any impact on the landowner. Additionally, the Voluntary Agreement payment rate was discussed with the landowner. This element remains to be agreed.

8.3.2 Network Rail (**OBJ2**) – This landowner has made an objection on the basis that their operational railway interests/ land will be adversely affected. NGET are liaising with Network Rail in relation to this Project and on a wider national basis with Senior leaders of National Grid and Network Rail to discuss Portfolio Level Rights. This meeting took place on 1<sup>st</sup> February 2024. Discussions to date on behalf of the Project have centred on the use of protective provisions, which has been used on other projects where National Grid and Network Rail have interacted. There is a basic asset protection agreement (BAPA) in place between the parties and NGET have issued technical approval for the crossing of the railway. NGET have also issued the form of protective provisions that it offered to Network Rail as part of the Yorkshire Green DCO application in order to afford further protection to these assets.

8.3.3 Robin Smyth ('T R F Smyth') (**OBJ3**) – NGET have been in regular contact with Mr Smyth and their appointed agent to secure a voluntary agreement and to address the matters they have raised here. The key concerns raised were potential compromises to agricultural drainage, noise/light pollution during construction and health risks from electromagnetic radiation. Land Drainage Services Ltd (LDCL)

have been instructed to address the drainage matters as they relate to the project. The landowner was requested to sign and return their survey licence to allow LDCL to ascertain levels and to evaluate any existing drainage system in the land and to use this information to develop conceptual designs of pre and post construction drainage systems. On 18 December 2023, Mr Smyth was provided with the Construction Environmental Management Plan (CEMP) which sets out the protocols for working practices during construction. The EMF specialist within National Grid has provided a response to Mr Smyth on the potential health risks relating to underground HVDC cables. This summarised there was no health risks associated with EMF radiation from these types of cables. Follow up meetings were held with Mr Smyth on the 4 January and there was a call held on the 17 January. Through further engagement Mr Smyth has also raised concerns about impacts on his GPS equipment, which NGET are in the process of addressing. Mr Smyth has returned and signed their Heads of Terms document. A statement of common ground has been issued within which all points from the original objection have been agreed.

- 8.3.4 CR Wright & Son (Mr Colin Wright and Mrs Margaret Wright) (**OBJ4**) – This objection raises 3 issues: (1) a lack of meaningful engagement and negotiation; (2) uncertainty on the legacy of this scheme for the business as to how it will affect their planting rotation; and (3) a query on the agricultural drainage provision. NGET continue to engage with Mr Wright and their agent and continue to work with them to provide assurances these matters have been addressed, full details can be found in the Comms Log at Appendix A. A meeting was held on 17 January 2024 with Mr Wright and their agent to discuss their concerns, to understand the basis of their compensation claim and to finalise the outstanding matters relating to their Heads of Terms. LDCL have been engaged to address drainage concerns raised by the objector. A draft Statement of Common Ground has been issued to the relevant landowners and sets out that these matters are now agreed, which I expect will be agreed. Following this meeting all the outstanding matters relating to the Heads of Terms have been agreed and so I consider that all matters raised in the objection have been addressed.
- 8.3.5 Christopher Geoffrey Rawlinson Drysdale (**OBJ5**) – NGET are continuing to work with Mr Drysdale and his agent to resolve the matters they have raised and to complete the voluntary agreement. The key concerns relate to engagement and a suggested lack of information about the cable route optionality (see evidence of Damian Spurr for further information). As part of these ongoing discussions Mr Drysdale's comments on the potential risks the project construction and operation poses to his residential property and business are being assessed by NGET with the aim to agree any mitigation methods. NGET have committed to conducting a series of structural surveys to obtain a baseline of the structural movements in the property and then continuing structural surveys throughout the construction period to monitor any movement in the property. On land itself surveys are ongoing and comprise a number of non-intrusive surveys as well as intrusive Ground Investigation surveys, all of which provide data to support engineering solutions for the crossing at Kiplingcotes. Mr Drysdale has not returned signed Heads of Terms for his land.

- 8.3.6 The Right Honourable Henry Hotham, David Brotherton and Henry Trotter (“the Dalton Estate”) (**OBJ6 and OBJ18**) – NGET are continuing to work with these landowners and their agent to resolve the matters they have raised and to complete the voluntary agreement. Their primary concern is related to the depth of the HVDC cable to be installed on their land, and their land agent stated upon receipt of the original Heads of Terms in Q4 2022, they would not sign up to a private agreement unless the cable is buried at a minimum depth of 1200mm. In April 2023 NGET issued a Non- Intrusive survey licence to the estate to undertake various surveys including drainage and soil assessment works. NGET’s external consultants have not been granted access to the land in order to complete these works, which will be used to assess an appropriate minimum cable depth. Following a meeting on 1 February 2024, the agent is reviewing the amended licence agreement however NGET have not yet received a response. There was a related concern regarding the extent of ‘blue land’ within Heads of Terms which NGET have reduced by as much as is possible, until LDCL gain survey access to obtain additional information. Additional concerns relating to optionality are addressed in the evidence of Damian Spurr. Concerns were raised in relation to landscaping works that would be required for some of the proposed accesses, however these access routes have now been amended for the purposes of voluntary negotiation. The Dalton Estate have signed and returned their Heads of Terms with a number of caveats which have been discussed with the Project team. The estate have also changed their Trustees, who will be party to the legal agreements, which has added a delay to completing the legal agreements.
- 8.3.7 Sandra Brown, Pamela Jane England, Lynn Mandy Mason and Jean Conner (**OBJ7**) – NGET are continuing to work with the landowners and their agent to resolve the matters they have raised and to complete the voluntary agreement. Their primary concern is related to the protection of soils and drainage; Land Drainage Services Ltd (LDCL) have been instructed to address the drainage matters as they relate to the project. The landowner was requested to sign and return their survey licence to allow LDCL to conduct a survey to ascertain levels and to evaluate any existing drainage system in the land and to use this information to develop conceptual designs of pre and post construction drainage systems. Additionally, there is a query on the depth of the HVDC cable to be installed on their land, and their land agent has asserted they would not sign up to a private agreement unless the cable is buried at a minimum depth of 1200mm. NGET have committed to putting the cable at a minimum depth of 1200mm at this location. NGET is undertaking drainage and soil assessment works and NGET’s external consultants were granted access to the land in December 2023 to take soil samples. LDCL conducted the drainage surveys on the 25 January 2024. Engagement has been undertaken to discuss the ALO, decommissioning and the blue land points. The landowners have signed and returned their Heads of Terms. A draft statement of common ground has been issued within which all points are agreed, with the exception of soil concerns for treatment and reinstatement of soils during construction as due to unprecedented soil conditions LDCL were forced to re-schedule their survey.

- 8.3.8 James Herbert Tennant (**OBJ8(1)**) – NGET have continued to work with Mr Tennant’s appointed land agent to secure an agreement. It has been made clear that the landowners feel their land should not be included in the Order given NGET anticipate the land required is for early access only and very little land is expected to be required from them. NGET confirmed on 1 February 2024, this access is not required for advanced construction access and are expecting this objection to be removed when Mr. Tennant’s agent has spoken to his client. The landowner has signed and returned their Heads of Terms and so I consider that all matters raised in the objection have been addressed. A draft statement of common ground has been issued within which all matters have been agreed, and I expect this will be signed.
- 8.3.9 Driffield Navigation Trust (**OBJ8(2)**) – NGET have continued to work with Driffield Navigation Trust and their appointed land agent to secure an agreement. It has been made clear that the landowners feel the use of the bridge is not appropriate. NGET are continuing to liaise with the Trust to ascertain the structural suitability of the bridge, initial indications suggest that the required information is not available. As can be seen from the communications log, on 24 January 2023 the objector’s agent confirmed he has received a correspondence from the structural engineer who designed and built the bridge. The Project team has not received a copy of this correspondence, and this is awaited from their agent. In the meantime, the project will conduct their own surveys. The landowners have not returned their Heads of Terms.
- 8.3.10 Andrew John Dixon (**OBJ8(3)**) – NGET have continued to work with Mr Dixon and their appointed land agent to secure an agreement. This is one of the areas where there was an element of optionality at Skerne (see evidence of Damian Spurr). As a result of the project’s engagement with the landowner and the surveys it has undertaken it became apparent the original route for the cable would not meet the needs of the landowners’ planned expansion of their new farmyard. As a result, the Project submitted a planning application on Friday 12 January 2024 with East Riding District Council to seek permission to develop the cable within the southern identified route (as this was not included within the original planning permission), thus working to avoid an interaction with the landowner’s farm and property. Heads of Terms have been signed and agreed for the preferred southern route option and so I consider that all matters raised in the objection have been addressed.. A draft statement of common ground has been issued, and NGET understands that all points are agreed, subject to planning permission for the southern route being granted.
- 8.3.11 Carol Noelle Dixon and Andrew John Dixon (**OBJ8(4)**) – NGET have continued to work with the landowners and their appointed land agent to secure an agreement This is one of the areas where there was an element of optionality at Skerne (see evidence of Damian Spurr). As a result, the Project submitted a planning application on Friday 12 January 2024 with East Riding District Council to seek permission to develop the cable within the southern identified route (as this was not included within the original planning permission), thus working to avoid an interaction with the landowner’s farm and property. Heads of Terms have been signed and agreed for the preferred southern route option and so I consider that all matters raised in the objection have been addressed. A draft statement of common ground has been

issued, and NGET understands that all points are agreed, subject to planning permission for the southern route being granted.

- 8.3.12 The Executor of John Brian Dixon (**OBJ8(5)**) – NGET have continued to work the Executors of Mr J Dixon and their appointed land agent to secure an agreement. This is one of the areas where there was an element of optionality at Skerne. As a result of the project's engagement with the landowner and the surveys it has undertaken it became apparent the original route for the cable would not meet the needs of the landowners' planned expansion of their new farmyard. As a result, the Project submitted a planning application on Friday 12 January 2024 with East Riding District Council to seek permission to develop the cable within the southern identified route (as this was not included within the original planning permission), thus working to avoid an interaction with the landowner's farm and property. Heads of Terms have been signed and agreed for the preferred southern route option and so I consider that all matters raised in the objection have been addressed. A draft statement of common ground has been issued, and NGET understands that all points are agreed, subject to planning permission for the southern route being granted.
- 8.3.13 Jill Elizabeth Shipley (**OBJ8(6)**) – This objection was withdrawn as a result of communication between NGET and Mrs Shipley and her agent.
- 8.3.14 William Henry Hall (**OBJ8(7)**) – NGET have continued to work with Mr Hall's appointed land agent to secure an agreement. This objection centres on a commercial matter relating to land value and minerals specialists have been instructed to review the land value provided to Mr Hall ). Mr Hall has signed and returned the Heads of Terms, but with caveats which are under review by the project.
- 8.3.15 Andrew Mark Soanes (**OBJ8(8)**) – NGET have continued to work with Mr Soanes and his appointed land agent to secure an agreement. It has been made clear that the landowners feel their land should not be included in the Order given NGET anticipate the land required is for early access only. NGET have confirmed that the access route in question forms part of the Project's internal haul road and as such will be required for the construction of the Project. NGET have committed to providing the landowner with a timetable for the construction and discussed restricting the types of vehicles which will use this section of haul road, such as preventing the larger cable drum vehicles from using this section of land. NGET are continuing to engage with the landowner and his agent. Mr Soanes has not returned his signed Heads of Terms and discussions here are ongoing.
- 8.3.16 Alan Richard Thompson Marsland (**OBJ8(9)**) – NGET have continued to work with the appointed land agent and Marsland family to secure an agreement. The project has submitted an additional planning application with East Riding District Council to seek permission to change the layout of the cable and haul road in this area, thus working to avoid an interaction with the landowner's farm and property and the memorial garden. Mr Marsland's signed Heads of Terms and Option plan reflect this change and so I consider that all matters raised in the objection have been

addressed. A statement of common ground has been signed and agreed within which all objection points have been addressed.

- 8.3.17 National Farmers Union (“NFU”) and the Land Interest Group (LIG) (**OBJ9**) – Full detail of the points raised in the NFU and LIG objection are set out in the Statement of Case (**CD D.6**). A meeting was held with the NFU and LIG group on 4 December 2023, followed by a meeting on 11 January 2024. A subsequent meeting was held on 15 January 2024 which only the LIG group attended. One of the key areas of discussion has been in relation to occupier’s consent. The NFU and LIG have requested that we offer an Occupier’s Consent with payment, this is already National Grid policy and impacted tenants/occupiers are identified as part of the Option Agreement negotiation. From 6 February 2024, National Grid policy has changed and where appropriate, tripartite Option Agreements with National Grid, the landowner and any tenant may be entered into. Another key concern relates to the NFU Interface Document. Engagement has been ongoing in relation to this however National Grid are unable to agree to an additional document as this may counter industry requirements. National Grid considers that planning documentation is in place to address these concerns. Further to submission of the objection, the NFU and LIG have requested that they wish to see a copy of the Option Agreement and have the generic option agreement reviewed by the NFU’s Solicitor. National Grid have not provided this on the basis that there isn’t a generic option agreement, as the Heads of Terms with each landowner are unique and this forms the basis of each individual Option Agreement, which the NFU and LIG are not party to. Engagement with each of the landowners across the CPO boundary is ongoing directly between the landowners and their agents with National Grid.
- 8.3.18 Mr P J Nichols and Mrs J Nichols (**OBJ10**) – NGET have continued to work with the Nichols’ and their appointed agent to resolve the concerns they have raised on the engineering methods. The Project team are undertaking detailed surveys to provide data which will help inform their engineering methodology. Mr and Mrs Nichols have returned their signed Heads of Terms and so I consider that the matters raised in the objection have been addressed.. The engineering matters raised in this proof are dealt with in the proof of Martin Perkins.
- 8.3.19 T E Richardson & Co Ltd (**OBJ11**) - NGET have continued to work with Mrs. Richardson and their appointed agent to resolve the concerns they have raised on the proposed construction impact on their Ridge and Furrow. The project are undertaking detailed surveys to provide data which will help inform their engineering methodology and have provided a methodology statement and alternative design to help address the concerns here. Following a meeting with Mrs. Richardson and her agent on 1 February, NGET have committed to amending the advanced access route to use alternative existing accesses to the land for surveys, NGET have also committed to reviewing the width of the construction access road and marking out this location on the land for Mrs. Richardson’s consideration. NGET are continuing to work with Mrs. Richardson on this point. Mrs Richardson has returned her signed Heads of Terms and so I consider that all matters raised in the objection have been addressed.

- 8.3.20 INEOS (**OBJ12**) – NGET is working with the solicitors representing INEOS to complete the legal agreements here. Discussions are ongoing and the primary issue in the first instance was that the standard Heads of Terms were not appropriate for what INEOS need. NGET’s solicitors have therefore sent suggestions for structure and requirements of a set of Heads of Terms and as of the date of this proof, a response is awaited from the solicitors representing INEOS.
- 8.3.21 Andrew and Dorothy Prescott, Benjamin Prescott (**OBJ13**) - NGET have continued to work with the Prescott's and their appointed agent to resolve the concerns they have raised on the negotiated documents. Landowner has signed their Heads of Terms and NGET are working with them and their solicitors to progress these to Option and so I consider that all matters raised in the objection have been addressed. A draft statement of common ground has been issued, there are no concerns which remain outstanding apart from continuing to negotiate the Option Agreement.
- 8.3.22 Peter David Barton, Hugh Edwyn Williamson and John Finch Bladon (legal owners on behalf of the members of the Golden Hill Club) (**OBJ14**) - NGET have continued to work with the members of the Golden Hill Fishing Club and their appointed agent to resolve the concerns they have raised on the engineering methods. The Project team is undertaking detailed surveys to provide data which will help inform their engineering methodology – for further detail please refer to the evidence of Martin Perkins. The Golden Hill Fishing Club have not returned their Heads of Terms. Discussions with the fishing club are ongoing.
- 8.3.23 Driffield Solar and Storage Limited (DSSL) (**OBJ15**) - NGET are continuing to liaise with Driffield Solar and Storage Ltd and their agent to resolve the matters they have raised and to complete the voluntary agreement. Their primary concern is related to the potential impact of SEGL2 on their easement and land area and the use of a shared track. These matters are being addressed with DSSL’s solicitors directly. Additionally, the project has submitted an additional planning application with East Riding District Council to seek permission to move the cable to the southern identified route, thus working to avoid an interaction with this development. Additionally, NGET are seeking a separate legal agreement with DSSL to formally regularise their requirements on unrestricted access to their facility and to ensure the option areas from their project and NGET’s are compatible.
- 8.3.24 National Highways Limited/Secretary of State for Transport (**OBJ16**) - This objection was withdrawn as a result of communication between the Secretary of State for Transport and National Highways Ltd and NGET.
- 8.3.25 East Riding of Yorkshire Council (in its capacity as landowner) (**OBJ17**) – NGET are continuing to liaise with ERYC to resolve the matters they have raised, their comments centre on the access rights which are requested over various plots they are the owner of. NGET and ERYC are working together to reach voluntary agreement. ERYC raised concern around disruption to a public right of way, it is intended that HDD will be used to address this concern. In relation to concern of sterilising the farm track, discussions are ongoing and National Grid are working to find a solution. The objection notes that plot 46/1255 is not an adopted public

highway, National Grid are aware of this and are seeking to obtain voluntary rights out with the CPO. Regarding the boat launch facility and impact on the business, National Grid have agreed to take the Council's suggested route along the former public highway. Access along the beach has been discussed with the Council and National Grid will continue working with them to find the best route depending on circumstances at the time of access. Finally, there are plots where ERYC claiming to be landowner and National Grid had not included these plots within their notice, discussion around this point is ongoing and it is hoped a solution will be agreed in due course. ERYC have not returned their signed Heads of Terms. A meeting was held on 9 February to take this forward with the agent, however the agent has notified National Grid that they will not have capacity to progress resolution of issues prior to a CPO decision being issued.

- 8.3.26 Leonards on behalf of three separate landowners: (1) Roy Andrew; (2) Linda Jean Roper, Stephen Charles Donald Roper, Andrew Stephen Roper & Mark William Roper; and Garry Slingsby (**OBJ19**) - NGET are continuing to work with these landowners and their agent to resolve the matters they have raised and to complete the voluntary agreements. Some of the objections relate to commercial matters which are under negotiation. However, the main points of objection relate to surveys. Surveys are being programmed in line with the requirements set out in the CEMP. Non- intrusive drainage surveys by LDCL have taken place on these landholdings and the conceptual designs for pre and post construction drainage have been discussed with the affected parties, with the subsequent updates to these designs to be released in due course. In respect of concern re. occupational rights, per the above changes in National Grid policy, it will now be possible to enter into tripartite agreements where required and matters related to compensation will be dealt with separately. Further engagement has also involved discussion related to water attenuation ponds and decommissioning. All the landowners represented by Leonard's have signed and returned their Heads of Terms and so I consider that all matters raised in the objection have been addressed.
- 8.3.27 National Gas Transmission Plc (**OBJ20**) - NGET and National Gas Transmission are negotiating an Asset Protection Agreement to ensure the ongoing protection of its assets and interests which are impacted by this CPO. These discussions are ongoing.
- 8.3.28 Mr D Breach (**OBJ21**) – Mr Breach has removed his objection to the project following discussions on the alternative uses of the adjacent track.

#### ***The NFU & LIG Representation***

- 8.4 A representation was made by the National Farmers Union (the **NFU**) and the Land Interest Group (LIG) (**OBJ9**) (**CD D.24**). NGET issued a response on 12 December 2023 (the **OBJ9 Response**) (**CD D.38**). As set out in detail in section 12 of the Statement of Case, 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.
- 8.5 OBJ9 does not identify any of the members for which the NFU or LIG purports to act or identify on whose behalf the objection has been submitted, and within the NFU's subsequent

Statement of Case it explicitly states that they do not act directly for landowners/members on any infrastructure scheme. 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 OBJ9 is not made on behalf of a qualifying person, it is not a relevant objection. At the pre-inquiry meeting the NFU committed to clarify this but no further information has, to date, been provided and as noted above the NFU's Statement of Case claims that they do not act for any landowners directly.

- 8.6 The NFU and LIG have 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.
- 8.7 However, there has been extensive engagement between NGET and the NFU & LIG on a template form of Heads of Terms and subsequent Addendum to the Heads of Terms.
- 8.8 Between November 2022, when Heads of Terms were first issued, and June/July 2023 when updated Heads of Terms were issued; there were a significant number of meetings between NGET and the NFU & LIG where NGET sought to agree the form of Heads of Terms. This led to extensive changes to the form of the Heads of Terms between the November 2022 version and the June/July 2023 version.
- 8.9 NGET has also paid for the NFU & LIG to appoint a lawyer to review the Heads of Terms and there has been extensive legal engagement between NGET and the NFU & LIG to discuss and agree the Heads of Terms.
- 8.10 The NFU & LIG states that they have some concerns over the voluntary agreements and cannot advise their members to sign this agreement. NGET does not accept this claim. As a result of liaison and negotiation of the Voluntary HoTs an addendum was submitted to the Heads of Terms offering clarity on the points raised by the NFU & LIG. Subsequently the landowners and agents have signed and returned 90% of the cable rights Heads of Terms agreements.
- 8.11 The NFU & LIG state that surveys have not be substantive, there is an ongoing programme with Intrusive GI and Non- Intrusive surveys taking place along the route since 2021. This survey programme is ongoing and will continue throughout 2024 and into 2025 this includes ongoing drainage surveys and works to inform the pre and post construction conceptual designs for the land drainage.
- 8.12 The NFU & LIG states that there is limited detail on the drainage of water from the attenuation ponds/ balancing ponds relating to the compounds. This information can be found in the CEMP which was submitted as part of the planning application. The LIG groups has asked that these ponds are captured by an additional voluntary and commercial agreement which NGET have agreed to.
- 8.13 The NFU & LIG also reference a document which is negotiated with NGET and the NFU at a High Level, this document is not agreed with NGET and therefore it would be inappropriate to incorporate that within the existing, negotiated, agreements.

## **9. PUBLIC OPEN SPACE CERTIFICATE**

- 9.1 Document 5 sets out the project's position on the Public Open Space Statement.

- 9.2 This document states, there is precedent for interconnector projects to treat areas of beach as open space and secure certificates from the Secretary of State before confirmation of the CPO1 . These projects also set a precedent in the grant of such certificates pursuant to the Rights Test for similar projects.
- 9.3 A Voluntary Agreement is under negotiation with the East Riding County Council and the Crown Estate as owners of the beach to acquire the rights to access, install and operate the cable through this property.
- 9.4 Document 5 concludes that, 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. NGET requests that the Secretary of State certify under paragraph 6(1)(a) of Schedule 3 to the 1981 Act accordingly.
- 9.5 The Secretary of State subsequently published the certificate pursuant to Paragraph 6(1)(a) of Schedule 3 to the Acquisition of Land Act 1981 on 18 January 2024. The certificate confirms that the Secretary of State is satisfied that the relevant land, when burdened with the CPO rights described, 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.
- 9.6 NGET published notice on 6 February 2024 to confirm that the certificate has been issued, and the certificate therefore became operative on 6 February 2024.

## **10. SUMMARY AND CONCLUSIONS**

- 10.1 My statement provides a detailed summary of the process NGET have followed to ensure a reasonable and proportionate approach to the land acquisition and negotiation of land rights aspects of the development. It states the need for the Order Land and outlines the requirement for land for the construction, operation, repair, maintenance and decommissioning of the Project, and clarifies the class of rights sought within the CPO application.
- 10.2 My statement explains NGET’s strategy and approach to acquiring land rights for the SEGL2 project and reveals the process NGET have gone through to date, and how the approach taken is compliant with CPO guidance. NGET have engaged with affected landowners throughout the project’s lifecycle and have actively sought to secure private agreements with all landowners.
- 10.3 Efforts to engage and acquire land by private treaty are evident, as shown in Appendix A. Terms were issued to landowners 11 months prior to the making of the CPO, and NGET have continued to engage and progress agreement-related matters throughout the process.
- 10.4 Points of objection have been considered by NGET, and where possible have been rectified. Where such commitments cannot be made at this stage of the development, NGET has taken a proportionate approach by seeking further information from objectors to understand what alternative arrangement can be made to alleviate specific concerns. Depth of cable has been a common concern among landowners, as revealed in multiple objections to the CPO. NGET has taken a proactive stance on this point and instructed external land drainage consultants to review the soils in order to make an informed decision on appropriate cable depth.

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

10.6 My statement demonstrates the engagement and measures taken to seek voluntary land and rights for the Project. My statement demonstrates the engagement and measures taken to seek voluntary land and rights for the Project.

## **11. DECLARATION**

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

**Camilla Horsfall**

**16<sup>th</sup> February 2024**

**Appendix A: Engagement Schedule and negotiations update**

**Appendix B: Guidance on Land Rights for New Electricity Transmission Assets**

**Appendix C: Template Heads of Terms and Addendum**

**Appendix D: Land Rights and Payment Schedule from 6.2.2024**

**Appendix E: Superseded Land Rights and Payment Schedule**

**Appendix F: Table of Objectors- Status Of Surveys On Their Land**

**APPENDIX A (see paper apart)**

## APPENDIX B

# Guidance on Land Rights for New Electricity Transmission Assets (England and Wales)

V4



## INTRODUCTION

National Grid is not a generator of electricity. National Grid transports electricity from the power generating facilities around the UK via its overhead transmission network to customers in the regional distribution areas. The network must have sufficient capacity and, as the cost of transmitting the electricity ultimately passes through to the end customer, it is important for National Grid to find the most cost-effective way of connecting new sources of power generation consistent with its duty to maintain 'an efficient, co-ordinated and economical' system of electricity transmission.

Since the introduction of the Planning Act 2008, most new electricity transmission assets in England and Wales will require a Development Consent Order (DCO) from the Planning Inspectorate. A Development Consent Order provides planning consent as well as associated land rights, rather than land rights being sought by way of a separate Compulsory Purchase Order (CPO).

As National Grid owns and operates nationally significant infrastructure, specifically the country's electricity transmission network, National Grid will seek to obtain permanent land rights by negotiation for all new electricity transmission assets. This approach is consistent for all new National Grid assets, including overhead power lines, underground electricity cables and gas transmission pipelines where permanent land rights are required.

The purpose of this guidance note is to explain National Grid's process for obtaining land rights for new electricity transmission assets for a DCO or CPO project.

## 1. NON-CONTACT LAND REFERENCING

National Grid must identify and consult with everyone who has an interest in land which is either the subject of, or may be affected by, the development of new electricity transmission assets.

"People with an interest in land" are defined as owners, tenants, occupiers and mortgagees and also anyone who exercises rights over land, for example, private rights of way, sporting rights or rights to receive payments in respect of land.

For all new electricity projects, National Grid will seek to identify everyone who has an interest in the land which may be affected by the new electricity transmission assets. National Grid will use public sources of information, such as information held by HM Land Registry, to create an initial Book of Reference which details all people with an interest in land, who are affected or may be affected, by the project.

## **2. CONTACT LAND REFERENCING**

When a route corridor for proposed new electricity transmission assets has been identified and announced, National Grid will make enquiries to identify and confirm all relevant land interests as well as the extent to which they apply within the route corridor. As a part of this exercise National Grid will endeavour to contact and meet with every person with an interest within the route corridor. At this time, National Grid will seek to establish full contact details for every person with an interest in land and request the details of their appointed land agent and/or solicitor.

National Grid will issue a Landowner Interest Questionnaire (LIQ) for people with an interest in land to ensure the correct information is held in relation to each parcel of land. The information collected through the LIQ will be used to refine the Book of Reference to formally record all relevant land interests within or affected by the route corridor.

National Grid hopes that everyone contacted, including appointed land agents will co-operate and provide information on land interests voluntarily. However, if National Grid is unable to obtain the required information for the application voluntarily, Section 52 of the Planning Act 2008 enables National Grid to seek authorisation from the Planning Inspectorate to serve a statutory notice. This will require full and accurate information regarding all relevant land interests to be provided. National Grid will use this statutory process as a last resort, after repeated and unsuccessful attempts have been made to obtain the required information voluntarily.

## **3. ACCESS FOR ENGINEERING AND ENVIRONMENTAL SURVEYS**

National Grid will be required to carry out a number of engineering, ecological and environmental surveys on land affected by the project. All surveys and investigation works carried out by National Grid's appointed contractors and are critical in identifying and understanding constraints that influence the routing of the new electricity transmission assets.

Some ecological and environmental surveys will be time critical and can only be carried out at specific times of the year. Engineering surveys may involve the drilling of boreholes or the excavation of trial pits to assess ground conditions. A schedule of proposed surveys, including the type, timing and duration of surveys, will be discussed with landowners and occupiers in as much detail as possible.

Whilst voluntary agreement for conducting surveys is always sought, National Grid has statutory rights to gain access to land for surveys and investigation works. The Payments Schedule for New Electricity Transmission Assets details the payments made in respect of survey access, these payments are not made for the grant of access rights but are advance payments in recognition of damage and disturbance that could potentially be caused by survey and investigation works. The payment does not preclude negotiation for further compensation where additional land damage and disturbance has been caused and will be settled after surveys are completed.

Where an agreement for taking access onto land for survey requirements cannot be reached voluntarily, National Grid will use its powers to take access. There are three ways in which access can be taken:

1. Schedule 4 of the Electricity Act 1989, paragraph 10 enables National Grid in its capacity as a statutory undertaker to take access to land for surveys. A statutory notice would be served on the relevant person giving at least 14 days notice of access to land for survey being taken. If access is still refused following the service of a statutory notice, then the relevant person would be committing a criminal offence which carries a penalty of up to £1000.
2. Section 172 of the Housing and Planning Act 2016 authorises National Grid as an acquiring authority to access land in order to survey or value land where there is a proposal to acquire an interest in land or a right over land. A statutory notice would be served on the relevant person giving at least 14 days notice of access to land for survey being taken.
3. Section 53 of the Planning Act 2008 allows National Grid to seek authorisation for access to land for surveys from the Planning Inspectorate.

Where an agreement for taking access onto land for survey requirements cannot be reached voluntarily, National Grid will use its powers to take access. There are three ways in which access can be taken:

1. Schedule 4 of the Electricity Act 1989, paragraph 10 enables National Grid in its capacity as a statutory undertaker to take access to land for surveys. A statutory notice would be served on the relevant person giving at least 14 days notice of access to land for survey being taken. If access is still refused following the service of a statutory notice, then the relevant person would be committing a criminal offence which carries a penalty of up to £1000.
2. Section 172 of the Housing and Planning Act 2016 authorises National Grid as an acquiring authority to access land in order to survey or value land where there is a proposal to acquire an interest in land or a right over land. A statutory notice would be served on the relevant person giving at least 14 days notice of access to land for survey being taken.
3. Section 53 of the Planning Act 2008 allows National Grid to seek authorisation for access to land for surveys from the Planning Inspectorate.

#### **4. AGREEMENT TO GRANT AN EASEMENT**

Once National Grid has identified a route alignment for the proposed new electricity transmission assets, it will seek to enter into an Agreement to Grant an Easement with owners, tenants and mortgagees of the land which the new electricity transmission assets may affect. The Agreement enables National Grid to take entry onto the land on notice following the grant of planning consent to construct the new electricity transmission assets.

The Agreement allows for changes in the final route alignment within a specified corridor as a consequence of public consultation and during construction as a result of engineering requirements, surveys and other routing factors. Once construction is complete the Agreement allows National Grid to enter into an Easement in respect of the new, as built, electricity transmission assets.

The Payments Schedule for New Electricity Transmission Assets sets out the amount that will be paid in respect of the Easement.

Once the Agreement has been signed, up to the completion of the Easement or expiry of the Agreement, landowners and occupiers are restricted from doing anything that would adversely affect National Grid's ability to take and benefit from the Easement.

If landowners transfer their interest in the affected land, they must oblige the incoming owners to enter into agreement with National Grid on the same terms.

The Agreement authorises National Grid to sign and complete the Easement as an attorney of the landowner and occupier. The Easement may also be signed on behalf of any mortgagee by National Grid as an attorney, although a separate consent from the mortgagee would also be sufficient.

Even for land where voluntary Agreements are in place, National Grid will still apply for compulsory powers to acquire land rights in its application because:

the Order must comprehensively list all necessary land rights in relation to the entirety of the new electricity transmission assets;

if insufficient or incomplete land rights are obtained through voluntary agreements, National Grid must be able to rely upon the land rights granted to it under the Order in order to avoid any delay and/or additional cost in constructing its new electricity transmission assets;

National Grid will continue to voluntarily agree land rights with landowners right up to the point at which the Order is granted. On submission of its application for a Development Consent Order or Compulsory Purchase Order, National Grid will not know whether compulsory powers will need to be relied upon to acquire the necessary land rights. The application must therefore include all land rights needed to construct and subsequently operate the new electricity transmission assets.

National Grid will always seek to acquire land rights by negotiation, and we will always try to negotiate terms by voluntary agreement where possible. Terms are negotiated with landowners over a period of months but ultimately a landowner can refuse to voluntarily agree.

Where National Grid has been unable to obtain a voluntary agreement from a third party, National Grid will seek to acquire the relevant land or land rights through the compulsory acquisition powers granted to it through the Order. Compulsory powers would only be granted to National Grid if the rights sought are in the public interest and provided that reasonable efforts had been made to agree by voluntary means.

A copy of the Order and a compulsory acquisition notice will be served by National Grid on the relevant third party and the notice will be posted on or near to the relevant land. Generally, following the processes for compulsory acquisition of land and land rights under both Part 1 of the Compulsory Purchase Act 1965 and the Acquisition of Land Act 1981, National Grid will implement the compulsory acquisition provisions of the Order by serving a Notice to Treat or, if the Order provides, by a General Vesting Declaration. Compensation would then be calculated and, if due, payable to the relevant third party in accordance with the relevant provisions of the land compensation legislation.

## **5. WORKING WITH THIRD PARTY LAND AGENTS**

National Grid wants to engage fully, not only with all those having an interest in land which may be affected by its proposed new electricity transmission assets, but also with their appointed land agents to obtain accurate and comprehensive information about all relevant land interests, agree access to land for engineering, ecological and environmental surveys, and in relation to the acquisition of required land rights.

Following identification of the route corridor for the proposed new electricity transmission assets, National Grid will organise consultation/information events to which people with an interest in land within the route corridor will be invited together with their professional advisors. National Grid's Project Team will be available at these events to answer questions in relation to the status of the project and the process for acquiring the necessary land rights.

**FURTHER INFORMATION CAN BE OBTAINED BY VISITING NATIONAL GRID'S WEBSITE**  
[WWW.NATIONALGRID.COM](http://WWW.NATIONALGRID.COM)

## FREQUENTLY ASKED QUESTIONS

**QUESTION 1:** If I sign an Agreement to Grant an Easement with National Grid, I don't understand why National Grid also needs rights to compulsorily acquire my land?

**ANSWER:** All land rights which are necessary for new electricity transmission assets must be included within the application. The compulsory rights enable National Grid to deliver its statutory and contractual duties without interruption if, for any reason, the voluntary rights are subsequently removed, prove to be insufficient or are not granted.

**QUESTION 2:** Why do National Grid require an Easement, rather than a Wayleave?

**ANSWER:** National Grid owns and operates nationally significant infrastructure and can only ensure certainty and continuity of electricity supply through permanent Easements.

**QUESTION 3:** Am I able to enter into an Easement now rather than an Agreement?

**ANSWER:** National Grid is securing land rights at the same time as undertaking stakeholder engagement and public consultation as required by legislation. Such engagement and consultation as well as the determination of the application may result in changes to the route alignment of the proposed new electricity transmission assets. It would be inappropriate for National Grid to complete Easements and make full payment until such time as it obtains planning consent for the new electricity transmission assets and understands the terms and conditions on which the Order is granted. This also avoids land being burdened with an Easement which is not required.

**QUESTION 4:** I don't need to appoint and use a land agent. Will you pay me the fee (£150.00) for completing the Landowner Questionnaire?

**ANSWER:** National Grid acknowledges that landowners may prefer to engage professional assistance in order to properly complete the Landowner Questionnaire. The fee contribution of £150.00 is therefore offered so that landowners may use a professional advisor. It is a contribution towards that professional cost if incurred. It is not a payment for the completion of the Landowner Questionnaire.

**QUESTION 5:** Am I able to obtain compensation through the compulsory land acquisition process rather than agree the Easement consideration with National Grid voluntarily?

**ANSWER:** National Grid is confident that the payments set out in The Payments Schedule for New Electricity Transmission Assets are competitive in comparison to the likely compensation that may be awarded under land compensation legislation.

## APPENDIX C

SCOTLAND TO ENGLAND GREEN LINK 2 PROJECTHEADS OF TERMS**Option Agreement to Grant an Easement for National Grid Electricity Transmission to acquire rights and enter into a Construction Compound Lease Agreement for Scotland to England Green Link 2 Project (to include cables and associated temporary rights over land)**

These Heads of Terms should be treated as confidential but are not intended to create any legally binding obligations and are subject to contract and completion of formally executed legal documentation.

**Subject to Contract**

**Project Description:** Scotland to England Green Link 2 Project, is a proposal to build a high voltage direct current link with a maximum capacity of 2GW between Scotland and England (“the **Project**”).

1.	<b>Grantor (Landowner)</b>	[XXXXXXX] of [XXXXXXX]
2.	<b>Grantee</b>	National Grid Electricity Transmission PLC (company number <b>02366977</b> ), 1-3 Strand, London WC2N 5EH (“ <b>National Grid</b> ”)
3.	<b>Grantor’s Agent</b>	[XXXXXXX] of [XXXXXXX]
4.	<b>Grantor’s Solicitor</b>	<i>Please confirm</i>
5.	<b>Grantee’s Agent</b>	Fisher German, Unit 2 Carolina Court, Lakeside Business Park, Doncaster DN4 5RA
6.	<b>Grantee’s Solicitor</b>	CMS Cameron McKenna Nabarro Olswang LLP, Cannon Place, 78 Cannon Street, London, EC4N 6AF
7.	<b>Option Payment</b>	An option payment of 25% of the Easement Payment shall be payable on exchange of the Option Agreement
8.	<b>Easement Payment</b>	The Easement Payment is the sum payable to the Grantor as calculated in the in the Payment Schedule
9.	<b>Option Land</b>	The property comprised within registered title number [XXXXXXX] and shown edged red on the attached plan OR  [being unregistered land shown edged red on the attached plan].  The Grantee’s apparatus will be installed in this area.
10.	<b>Option Plan</b>	The plan attached to these Heads of Terms.
11.	<b>Grantor’s Estate</b>	The freehold land shown coloured / shaded and edged blue on the Plan and comprised within registered title number(s) [ ] and/or unregistered title [ ] together with additional rights and interests that the Grantor may have in the subsoil of the adjoining highways, roads, drains, ditches and tracks as shown in

		[ ] on the attached plan. The extent of the Grantor's Estate is to be agreed with the Grantor on an individual basis.
12.	<b>Option Period</b>	5 years from the date of exchange of the Option Agreement within which to serve the Construction Notice.
13.	<b>Works Entry Date</b>	The date on which entry to commence the cable installation works is taken following the service of the Construction Notice and payment of the Entry Payment as set out in the Payment Schedule.
14.	<b>Construction Notice</b>	<p>Written notice giving at least 28 days' prior notice of the Grantee's intention to take entry to commence the construction works. The Construction Notice will be sent to the Grantor, either by Recorded Delivery or personal service, with a copy of the written Notice of Entry being sent by email to the Grantor's agent.</p> <p>The Grantee shall procure that the ALO, gives a minimum of three months' notice to the Grantor of the programme of works to be undertaken by the Grantee.</p>
15.	<b>Entry Payment</b>	The Entry Payment will be 50% of the Easement Payment and will be payable within 28 days of the service of the Construction Notice.
16.	<b>Index</b>	The payments are to be linked in line with RPI (static or upwards only) from the date of the exchange of the Option Agreement to the date the relevant payment is due. If RPI ceases to exist, an alternative equivalent index or means of indexation will be agreed between the parties.
17.	<b>Works Completion Date</b>	<p>The date on which cable installation and cable testing works are completed on the Option Land (<i>See paragraph 51 Completion</i>)</p> <p>Restoration and post-construction drainage will be allowed to continue as these may extend beyond the completion of the works completed on the Grantor's Estate in order for restoration to be completed in line with the Pre-Entry Schedule of Condition.</p>
18.	<b>Development including Mineral Extraction</b>	<p>In cases where Grantors can provide appropriate evidence in support of development proposals (which shall include the extraction of minerals) being considered at the date of issue of these Heads of Terms the Grantee will enter into negotiations acting in good faith to include development provisions within the Deed of Grant and Compound Lease (where applicable) or pay compensation as appropriate.</p> <p><b>(*to be inserted where applicable)</b></p>
19.	<b>Other Interests</b>	<p>[There are no tenants, occupiers, lessees or mortgagees affecting the Option Land and no third-party consents are required for the Option Agreement and Deed of Grant]</p> <p><b>OR</b></p> <p>[The Grantor has made reasonable enquiries and has detailed in the Schedule of Other Interests attached to these Heads of Terms any of the following</p>

		<p>interests of which it is aware that affect the Option Land and/or Grantor's Estate:-</p> <ul style="list-style-type: none"> <li>• tenants;</li> <li>• licensees;</li> <li>• mortgagees;</li> <li>• easements (such as rights of way); and/or</li> <li>• any other third party with an interest in the land from whom consent may be required to the granting of the Option Agreement or Deed of Grant (e.g. party with the benefit of overage over the land or the beneficiary of an existing option agreement). The Grantor is responsible for seeking the consent (in the form required by National Grid) of any party listed in the Schedule of Other Interests to the Option Agreement and Deed of Grant supported by the Grantee's agent where necessary.]</li> </ul> <p><i>(*delete as appropriate)</i></p> <p>Where it is not legally possible/practicable/desirable for the Grantor, Grantee and a third party with an interest in the Option Land and/or the Grantor's Estate to enter into a tripartite agreement the Grantee shall procure a separate consent and associated rights from that third party.</p> <p>Reasonable costs incurred by the Grantor for gaining any form of consent, including the consent of mortgagors or lenders such as the Agricultural Mortgage Corporation (AMC) will be reimbursed by the Grantee, subject to the value being agreed between the parties in writing prior to the cost being incurred.</p>
20.	<b>New Interests</b>	<p>The Grantor agrees not to dispose of the land forming the Option Land without the Grantee's prior consent (with the exception of a transfer of the freehold of any land forming part of the Option Land in which case the Grantor need not obtain prior consent provided the Grantee is informed in advance of such sale).</p> <p>In the case of any other disposition, with the exception of:</p> <ul style="list-style-type: none"> <li>• agricultural tenancies of 2 years or less with a break clause of no more than two months; and</li> <li>• grazing, shooting or cropping licences each for a term of less than one year with no right of renewal,</li> </ul> <p>the Grantor is required to execute and deliver to the Grantee or its successors in title a Deed of Covenant in the form approved by the Grantee (such approval not to be unreasonably withheld or delayed), at the Grantee's cost.</p>
21.	<b>Cables</b>	<p>Means in connection with and for the purposes of the Project an electricity supply for the transmission of electricity buried either in one or more ducts or trenching comprising two or more cables and fibre optic cables, lines and associated apparatus to include joints, marking bands, protective tiles, warning tape, sheaths, ducts or similar and cable markers as have been laid or are to be laid and includes any apparatus and all signal and other cables and all wrapping and any other equipment constructed on or about or adjacent to the cables and any ancillary apparatus and works.</p>

22.	Inspection Chamber	There will be no link boxes or inspection chambers within [900mm] OR [1.2M] of the surface level of the Easement Strip.
23.	Option Agreement/Deed of Grant/Compound Lease (if applicable)	<p>The Grantor and the Grantee and, where necessary, any occupiers will enter into an Option Agreement to acquire a permanent Deed of Grant relating to the Cables, together with a Compound Lease (where applicable).</p> <p>The Option Agreement will contain rights to lay, install and construct the Cables anywhere within the Option Land.</p> <p><i>[Category 1 Land*</i></p> <p>Owing to the topography and geology of the Option Land and having regard to the farming practices carried out the Cables will generally be laid so as to avoid continued interference with agricultural operations and as far as reasonably practicable shall be laid to contour not less than 1.2 metres from the original surface level of the final Easement Strip to the top of the protective tile above the Cables <b>PROVIDED THAT</b> this figure can be departed from where necessary due to good engineering reasons relating to the underlying geology or there being rock concrete and/or landfill and/or utility crossings and/or other obstacles close to the surface in which case the Grantee shall be permitted to lay to a depth of not less than 0.9 metres from the restored ground level to the top of the aforementioned Cables. For the avoidance of doubt, additional cost shall not qualify as a good engineering reason save where adverse ground conditions make it materially more expensive to lay the Cables.</p> <p>The parties must act reasonably in considering whether a shallower depth is suitable having regard to good engineering reasons relating to the underlying geology and or the presence of obstacles and utility crossings close to the surface.</p> <p>Category 2 Land*</p> <p>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 to a contour of not less than 0.9 metres from the original surface level of the Final Easement Strip to the top of the protective tile above the Cables <b>PROVIDED THAT</b> this figure can be departed from where necessary due to agricultural practices on the land or land drainage requirements justifying a greater burial depth.]</p> <p>(** delete as appropriate)</p> <p>Any marker posts will be erected in field boundaries.</p> <p>The Grantee will prior to the completion of the works notify the Grantor of locations (by reference to a plan) where the depth of the Cables will be less than 1.2 metres from the restored surface level of the final Easement Strip to the top of such Cables.</p>

		<p>To the extent that the Grantee undertakes to monitor the depth of the Cables to ascertain where the top of the Cables are at a depth less than [1.2m/0.9m] (or in the case where the Cables have initially been laid shallower than that, such other appropriate figure determined by the Grantee) from the restored ground level of the final Easement Strip, the Grantee shall as soon as reasonably practicable provide written notice of the same to the Grantor and identify on a plan showing the length section of such relevant Cables.</p> <p>During and after construction of the Cable, the Grantee shall have the benefit of the rights referenced in the Deed of Grant and the Grantor obligations contained in the Deed of Grant.</p> <p>Completion of the Deed of Grant will take place as soon as is reasonably practicable once the Cables and the ancillary apparatus has been installed and the as-built plans showing the route of the Cables are available.</p>
24.	<b>Power of Attorney*</b>	<p>The Option Agreement will contain an irrevocable power of attorney clause appointing Grantee as attorney to execute the Deed of Grant. This is to ensure that the Deed of Grant is entered into once the installation of the cable(s) is completed and will only be exercised in the event that the Grantor defaults.</p> <p>The Grantee shall not be permitted to exercise the power of attorney to execute the Deed of Grant, unless</p> <ul style="list-style-type: none"> <li>• all payments due under the Payment Schedule have been paid to the Grantor;</li> <li>• there are no outstanding disputes between the Grantor and Grantee which are pending determination pursuant to the dispute resolution provisions;</li> <li>• the Grantee serves not less than one months prior written notice following the payment referred to above on the Grantor of its intention to exercise the power of attorney to execute the deed of grant;</li> <li>• at the same time as serving notice of the intention to exercise the power of attorney the Grantee shall send a further copy of the engrossed deed of grant to the Grantor to execute and return to the Grantee.</li> <li>• following execution and completion of the deed of grant by the Grantee by exercising its power of attorney the Grantee shall send a completed duplicate deed of grant to the Grantor within 7 days.</li> </ul> <p><i>*to be deleted where Grantor does not have the power to delegate the authority</i></p>
25.	<b>Restrictions within Option Land</b>	<p>During the Option Period the Grantor, and the occupier if applicable, are not to carry out activities within the Option Land that may prejudice the rights to be acquired by the Grantee, unless they have prior written consent of the Grantee (not to be unreasonably withheld or delayed).</p> <p>These activities include but are not limited to:</p> <ul style="list-style-type: none"> <li>• construction of any buildings or structures (other than fences, or free-standing shelters or pig arks),</li> </ul>

		<ul style="list-style-type: none"> <li>• development of land for any purpose, other than agricultural use as permitted below,</li> <li>• installation of new land drainage works,</li> <li>• tree or hedgerow planting (save for replacing existing trees or hedges),</li> <li>• excavations (other than as may be reasonably necessary to repair existing drains, pipes, wires cables or other service media) below the existing surface level of the land,</li> <li>• installation of roads or access tracks (save for the hardcore access track or road permitted below), installation of dykes, ditches or hard boundaries,</li> <li>• piling,</li> <li>• installation of renewable energy technology, and</li> <li>• any other work which would constitute development of the land forming the Option Land.</li> </ul> <p>The Grantor will have no restrictions on using the Option Land for:</p> <ul style="list-style-type: none"> <li>(i) agricultural operations and cultivations including the planting, maintenance and harvesting of agricultural crops and the growing of grasses or other herbaceous forage for livestock purposes and the exploitation of the Natural Capital inherent in the Option Land and Grantors Estate;</li> <li>(ii) use as a horse paddock and horse pasture;</li> <li>(iii) remedial drainage works;</li> <li>(iv) touring caravans where there are no fixed services;</li> </ul> <p>For the purpose of this provision Natural Capital shall include all and any carbon credits (whether under a UK established Carbon Credit Code (including without limitation the Woodland Carbon Code, the Peatland Code, the proposed Farm Soil Carbon Code and proposed Hedgerow Carbon Code) or otherwise), carbon sequestration rights, carbon offsets and other emissions reduction trading, biodiversity net gain impacts and/or credits, agri-environmental management schemes including but not limited to Environmental Land Management Schemes or any similar or replacement credits, codes, trading opportunities, subsidies, rights or schemes from time to time or other similar environmental benefits;</p> <p>[In addition, the Grantor may install any new or improved access and lay service media in, on or over the Option Land subject to obtaining the Grantee's prior written consent (such consent not to be unreasonably withheld or delayed).</p> <p>[Furthermore, the Grantor will be able to install without consent a hardcore access track or road with a maximum depth of 300mm laterally across the Option Land subject to notification to the Grantee.]</p> <p>[Note: where development clauses apply there will be a different set of restrictions to be agreed.]</p> <p>When requesting the Grantee's consent to the grant of a new right or interest, the Grantor must serve a notice by post to the Grantee and may in addition send a copy of the request by email to EGL2@fishergerman.co.uk (or such alternative address that the Grantee specifies from time to time). The Grantee or the</p>
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<b>Rights Granted During the Option Period</b>		
26.	<b>Access for construction</b>	<p>The Grantee is granted a right of access during the times specified in Planning Permission No 22/01990/STPLFE and Planning Application No. [ ] from the nearest public adopted highway or any adjoining landholding to the Option Land over the Grantor's Estate and is to benefit from an unrestricted right of access for all purposes associated with the Project only to gain access to the Option Land along the route as shown on the Plan coloured brown or any alternate route as may be agreed from time to time between the Grantor and Grantee and where applicable any other party with an interest in the Option Land and/or the Grantors Estate acting reasonably but having regard to the need to ensure that such access route(s) is sufficient to enable the Grantee to exercise its rights. The Grantee is permitted subject to the Grantor and Grantee and where applicable any other party with an interest in the Grantors Estate acting to lay temporary access roads over part of the Grantor's Estate coloured [pink/yellow] on the Plan.</p>
27.	<b>Pre-Entry &amp; Survey Works</b>	<p>The Grantee shall be entitled to enter onto the part of the Grantor's Estate shaded blue on the plan (over such route or routes on the Grantor's Estate agreed in advance with the Grantor acting reasonably) with or without its appointed contractors or agents upon giving not less than 14 days' prior notice to the Grantor specifying the type of survey to be undertaken, a plan identifying the area to be subject to the surveys, the number of times access will be required and the duration of the survey (save in the case of intrusive works over part of the Grantor's Estate that is subject to a recognised agri-environmental scheme, in which case the proviso detailed below shall apply), either by recorded delivery or personal service, with a copy of the written notice being sent by email to the Grantor's agent, for the purposes of undertaking reasonable site investigations or surveys both intrusive and non-intrusive and carrying out a schedule of condition which will include photographs, location, cropping and weather conditions, subject to the requisite compensation payments being made in line with the National Grid Payments Schedule for New Electricity Transmission Assets within 20 working days of completion of such surveys.</p> <p>The Grantee shall be entitled to enter onto the part of the Grantor's Estate shaded blue in order to undertake enabling works including but not limited to removal of any affected hedgerows and carry out any environmental mitigation works required prior to the bird nesting season which is generally accepted as being March to August inclusive Provided That no coppicing of trees or hedgerows or the permanent removal of features will take place on the Option</p>

		<p>Land and/or Grantor's Estate prior to the Grantor receiving a Construction Notice.</p> <p>The schedule of condition referred to above must be approved by the Grantor such approval not to be unreasonably withheld or delayed.</p> <p>The Grantee will make good or pay compensation, as set out in the Compensation clause 31, to the Grantor for loss or damage suffered by reason of the exercise of the above rights of entry. In respect of any claim for compensation in relation to any loss as a consequence of pre-entry surveys, the Grantee shall use reasonable endeavours to settle and pay such claim within 28 days of the lodgement of the claim, subject to the Grantor providing appropriate evidence to support the claim and such claim being uncontested by the Grantee. To the extent that compensation will be payable, this will be in addition to the payments specified.</p> <p>If the Grantee's survey works, mitigation measures or site investigations will involve intrusive works over part of the Grantor's Estate that is subject to a recognised agri-environmental scheme that the Grantee has been previously notified of in writing, the Grantee shall be obliged to give not less than 28 days prior written notice (instead of the 14 days specified above) in order that the Grantor may apply for a derogation from that agri-environmental scheme. The Grantor agrees with the Grantee that upon being given such written notice it will apply promptly for such derogation.</p> <p>The Grantor shall be obliged to notify the Grantee of any part of the Grantor's Estate that is or becomes subject to a recognised agri-environmental scheme</p>
28.	<b>Environmental Mitigation Measures</b>	Entry prior to the service of the Construction Notice to undertake environmental mitigation measures for the purposes of commencing the works to construct and lay the Cables, will exclude coppicing of trees or hedgerows or the permanent removal of relevant "features" (which will be as more particularly defined in the Option Agreement but include (but not be limited to) things such as hedges, bushes, trees, ditches, dykes, walls, beetle banks etc).
29.	<b>Temporary Rights for Cable Installation / Construction Works</b>	The Grantee may enter upon such part or parts of the Grantor's Estate shaded blue on the plan for the purposes of access to the Option Land to enable the Grantee to carry out all works required by the Project to construct, lay and render operational the cable equipment including without limitation ancillary works of excavation, creation of temporary access roads, resurfacing, protecting, testing and drainage works including any de-watering works. Entry shall be taken subject to the service of a Construction Notice and prior to commencing any such works the Grantee shall have in place any planning permission(s) that may be required to lawfully undertake such works and shall consult with the Grantor so as to minimise as far as reasonably practicable any damage to growing crops on neighbouring or retained land.
30.	<b>Reinstatement</b>	Following completion of the Project or if the Grantee notifies the Grantor that it no longer intends to proceed with the Project or if no Construction Notice is served by the expiry of the Option Period then the Grantee will reinstate the Option Land and Grantor's Estate as soon as reasonably practicable and in any

		<p>event within 12 months to the Grantor's reasonable satisfaction (and to the reasonable satisfaction of any occupier, if applicable and provided that this is not contrary to the Grantor's reasonable satisfaction) having carried out a written and photographic pre-entry schedule of condition prior to taking entry – see below.</p> <p>The Grantee shall prior to the commencement of any works carry out a Pre-entry Schedule of Condition, and the Grantor and any occupier (if applicable) shall be entitled to make representations regarding the adequacy of the Pre-Entry Schedule of Condition. The Grantee shall give due and proper regard to any such representations and take reasonable steps to remedy any justifiable inadequacy identified. Following completion of the Pre-Entry Schedule of Condition the Grantee shall provide a copy of it to the Grantor, the Grantor's Agent and if applicable any occupier before commencement of construction and for avoidance of doubt no more than 30 days before entry to the Option Land.</p> <p>The Grantee will reinstate sub soil and topsoil to the same condition as evidenced by the Pre-Entry Schedule of Condition and Soil Survey.</p>
31.	<b>Compensation</b>	<p>The Grantee shall make good to the reasonable satisfaction of the Grantor any damage caused to the Grantor's Estate or to any buildings, structures, field drainage, trees, crops, deadstock or livestock on it caused by the exercise of the Rights or if and to the extent that such damage cannot be made good or if the Grantee and the Grantor agree, the Grantee shall in lieu of making good such damage compensate the Grantor for the same as soon as is reasonably possible following such agreement.</p> <p>Compensation will be payable for any losses arising out of the works to include Pre-Entry &amp; Survey Works including loss or repayment of any grants or entitlements or subsidies or quotas or stewardship payments or under an agricultural production contract (including penalties thereunder imposed upon the Grantor) relating in each case directly to the Grantee's use of the Grantor's Estate. For the avoidance of doubt the Grantee will be responsible for the payment of compensation for any growing or unharvested crops, acts of cultivation and/or acts of husbandry prior to entry for surveys and for the duration of the works.</p> <p>The Grantor shall take all steps reasonably necessary to mitigate any losses.</p> <p>On submission of any claim the Grantor will provide appropriate evidence to substantiate the claim. Any compensation payable to the Grantor in respect of any damage to land (including any buildings, fixed equipment and machinery thereon) and crops and any injury to livestock thereon shall be deemed to be payable within two calendar months after the lodging of a claim. Otherwise, compensation will be assessed after harvest and will be payable on an annual basis.</p> <p>The Grantee will pay reasonable and proper professional fees incurred by the Grantor for agreeing compensation.</p>

32.	<b>Severed Land during works</b>	<p>As far as reasonably practicable, the Grantee will provide an alternative means of access with or without vehicles, plant and machinery between parts of any land of the Grantor temporarily severed by reason of the exercise of the Temporary Rights for Cable Installation/Construction Work.</p> <p>The Grantee will endeavour to maintain existing means of access across the Easement Strip during the period of any exercise of the Temporary Rights, involving the execution of works on the Easement Strip, by means of such temporary crossings as may be reasonably required.</p> <p>In the event that suitable access cannot be reasonably or practically constructed or maintained or it is not reasonably practicable to farm or enjoy the land temporarily severed for its existing use, compensation will be assessed in accordance with clause 31 Compensation.</p>
33.	<b>Soil</b>	<p>Prior to commencement of work, the Grantee will prepare a soil management plan as required by the planning permission with the objective of returning the Grantor's Estate to a condition recorded in the Pre-Construction Soil Survey and Pre-Construction Schedule of Condition.</p>
34.	<b>Pre-Construction Soil Survey and Pre-Construction Schedule of Condition</b>	<p>Any pre-construction detailed soil survey work will be undertaken by a competent person (e.g. a soil expert) in order to produce specific soil resource topsoil and subsoil unit plans and restoration specifications for areas of agricultural land within individual land holdings that will be occupied by the Grantee. These surveys will form the basis of the Pre-Construction Soil Survey of the land prior to soil stripping operations and will be used to monitor the progress of soil handling and restoration operations.</p> <p>The Pre-Construction Soil Survey will include the identification of the physical characteristics of profiles at a standard density of 100 m intervals (with additional profiles examined where the 100 m grid sampling does not enable a suitable density of sampling in an agricultural enclosure that will otherwise be missed.). Soil pits will also be examined at appropriate locations to provide additional detail on soil structure and stoniness. The survey(s) will provide information on the following soil physical characteristics:</p> <ul style="list-style-type: none"> <li>• Soil horizon depths for topsoil and subsoil horizons;</li> <li>• Soil textures of all horizons;</li> <li>• Soil colour;</li> <li>• Stone contents, estimated from augering, confirmed by soil pit excavation/and or sample analysis;</li> <li>• Presence and characteristics of mottling, a soil wetness indicator;</li> <li>• Presence of manganese concretions, a soil wetness indicator;</li> <li>• Identification of gleyed horizons;</li> <li>• Identification of slowly permeable layers;</li> <li>• Identification of impenetrable rock layers; and</li> </ul> <p>The Pre-Entry Schedule of Condition will be undertaken and will include the following:</p> <ul style="list-style-type: none"> <li>• Existing crop regimes</li> <li>• Position and condition of existing field boundaries</li> <li>• Condition of existing access arrangements</li> <li>• Location and type of existing private water supplies</li> </ul>

		<ul style="list-style-type: none"> <li>• Type of agricultural use taking place;</li> <li>• Type and anticipated yield of crops</li> <li>• Quality of the crop/grazing land</li> <li>• Existing weed burden</li> <li>• Soil/ ground condition</li> <li>• Weather conditions</li> <li>• Date of survey</li> <li>• Grid reference</li> <li>• Photographs and drone/video footage (where practicable)</li> <li>• Section drawings/plans</li> </ul> <p>The Pre-Entry Schedule of Condition and the Pre-Construction Soil Survey should be provided to the Grantor and any Occupier, prior to entry to the Grantor's Estate and Option Land to commence cable installation works.</p>
35.	<b>Land Drainage</b>	<p>The Grantee shall procure that suitably qualified Contractor ("Drainage Contractors") to carry out a pre and post construction drainage assessment and will provide a copy of such assessments to the Grantor and any drainage consultant employed by the Grantor and will take into account any representations made by the Grantor in relation to the Grantees drainage consultants assessment and will implement the requisite recommendations as soon as practicably possible, to ensure where reasonable and appropriate the agricultural land drainage systems on the Option Land and the Grantor's Estate are left in no worse condition than before the date of the pre-construction drainage assessment, or if to the extent that such damage cannot be made good and the Grantor and Grantee agree that it is not practical to do so, the Grantor will be compensated.</p> <p>The Grantee shall appoint a suitably qualified drainage consultant to act independently of the Drainage Contractor ("Drainage Expert") to assure the design and methodology of the proposed drainage works undertaken by the Drainage Contractor.</p> <p>Subject to compliance with CDM Regulations, and the Grantee's health and safety requirements the Grantee will provide the Occupier, the Grantor and the Drainage Expert the opportunity to inspect the land drainage works whilst in progress.</p> <p>Records of existing and remedial drainage will be made available by the Grantee to the Grantor and any Occupier after completion of the drainage works.</p> <p>The reasonable and proper costs of the appointment and fees of the Drainage Expert will be paid by the Grantee.</p>
36.	<b>Water Supply</b>	<p>If an existing piped private water supply that serves and is located upon the Grantor's Estate is directly interrupted on a temporary basis by the construction works for the installation of the Cables, then the Grantee shall (subject to it being requested to do so by the Grantor or the Occupier (as applicable)) and where it is reasonable, proportionate and reasonably practicable to do so, provide or procure an alternative supply to the Grantor or the Occupier (as applicable). Where it is not reasonable, reasonably practicable or proportionate</p>

		<p>for the Grantee to provide or procure an alternative water the Grantee shall reimburse the fair, reasonable and proper costs incurred by the Grantor or Occupier in procuring their own alternative water supply during the period of such interruption in accordance with the Compensation provisions.</p> <p>Where an existing piped private water supply that serves and is located upon the Grantor's Estate is directly interrupted on permanent basis by the construction works for the installation of the Cables the Grantee shall either provide or procure an alternative permanent water supply or where it is not reasonable, proportionate and reasonably practicable to do so pay the Grantor or an Occupier's (as applicable) fair, reasonable and proper costs incurred in procuring a permanent means of an alternative supply of water in accordance with the Compensation provisions.</p>
37.	<b>Agricultural Liaison Officer (ALO)</b>	The ALO will be appointed by the Grantee prior to the commencement of the cable installation works and will be the prime contact for ongoing engagement about practical matters with landowners, occupiers and their agents before and during the construction process.
38.	<b>Irrigation</b>	<p>Details of the irrigation system on each land holding will be gathered during the preconstruction stage and irrigation plans will be developed to inform the management of agricultural land drainage during construction. The ALO will be responsible for consulting with the Grantor and the Occupier to obtain the relevant information and to be a point of contact to report concerns regarding irrigation systems during construction. The plans will include the following information:</p> <ul style="list-style-type: none"> <li>• Location of boreholes and water supplies used by each farmer;</li> <li>• Irrigation or impoundment licence granted by the Environment Agency;</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>• System of irrigation applied and the location of irrigation network for each field.</li> </ul>
39.	<b>Treasure</b>	Subject to the provisions of the Ancient Monuments & Archaeological Areas Act 1979 and the Treasure Act 1996, the Grantee will treat any treasure or archaeological artefacts or other articles of value discovered on the Grantor's Estate as being the property of the Grantor.
40.	<b>Construction Working Width</b>	40 metres or where required wider on each side thereof at each point at which the cables cross a third-party cable, road, railway, river, watercourse, pipe, ditch, joint-bay location or other physical obstacle along the section of the cables up to 60 metres within the Option Land as shown edged red on the Plan.
41.	<b>Construction Best Practice for Underground Cable Installation</b>	All project works will be carried out in adherence to the Construction Best Practice for Underground Cable Installation document.
42.	<b>Ancillary Rights</b>	The Grantor agrees to grant the Grantee and any other relevant third party a deed of grant of easement or wayleave across the part of the Grantor's Estate shown shaded blue on the plan to facilitate the installation, diversion or crossing of utility services including water pipes, sewerage systems, surface water drainage systems, gas pipelines, electricity cables, communication cables and any other conducting media as required for the Project, and the right with or without vehicles plant and equipment to enter such part or parts of the

		<p>Grantor's Estate shown shaded blue on the plan as are necessary to inspect, survey, operate, maintain, repair, renew, replace, remove or decommission the Electric Cables and all works associated therewith including drainage and de-watering works together with a right to construct and install such temporary road(s) over such part or parts of the Grantor's Estate as shown shaded blue on the plan as the Grantee may reasonably require in connection with the same, Provided that:</p> <ul style="list-style-type: none"> <li>• where relevant, the Grantee has obtained the Grantor's prior consent, not to be unreasonably withheld;</li> <li>• the terms of any such agreement are satisfactory to the Grantor acting reasonably and having regard to the standard terms and conditions of the utilities supplier at the time;</li> <li>• the Grantee shall pay the Grantor's reasonable costs;</li> <li>• the Grantee shall pay all reasonable compensation for any damage or loss incurred that cannot be made good in accordance with the Compensation provisions;</li> <li>• the Grantor shall not unreasonably delay granting the same; and</li> <li>• the Grantor is entitled to receive any consideration for the granting of the same from the relevant utilities supplies at the standard rate being paid at the time but is not entitled to any further consideration for the grant from the Grantee.</li> </ul> <p>To the extent the Grantee can request or influence the proposed location of the diverted utilities, it will take into consideration the Grantor's reasonable and proper representations.</p>
43.	<b>Public Rights of Way</b>	<p>To the extent the Grantor can request or influence the proposed location of a temporary diversion of a public right of way, the Grantee will consult with the Grantor as to the Grantee's proposals in respect of the same and will take into consideration the Grantor's reasonable and proper representations. If the Grantee has consulted with the Grantor and taken into consideration their reasonable and proper representations, then the Grantor will not raise any objections to the Grantee's proposals.</p> <p>If the highways authority seeks to make permanent any such temporary diversion, to the extent the Grantee can influence the decision of the highways authority in relation to the same it will consult with the Grantor and shall take into consideration any reasonable and proper representations made by the Grantor. There will be no prohibition on the Grantor objecting to the highway authority regarding their proposal to make any such temporary diversion permanent.</p> <p>The Grantor will not raise any objections to the temporary stopping up of any public rights of way.</p>
44.	<b>Termination of the Option Agreement</b>	<p>Subject to there being no outstanding breaches by the Grantee of its obligations under the Option Agreement of which the Grantee has been notified by the Grantor, the Grantee can terminate the Option Agreement at any time by serving on the Grantor not less than one month's written notice during the</p>

		<p>Option Period. Such termination shall be without prejudice to either party's rights in connection with any breach by the other party of its obligations under the Option Agreement that occurred before its termination.</p> <p>The Grantee will cancel within 28 days any notices registered against the Grantor's title relating to the Option Agreement in the event that the Option is not exercised within the Option Period or if the Option Agreement is terminated pursuant to the termination provisions.</p>
45.	<b>Value Added Tax</b>	<p>Any payment made under these terms shall be deemed to be exclusive of VAT. Where VAT is payable the Grantor shall supply a valid VAT invoice addressed to the Grantee together with confirmation that the land in question is opted to tax.</p> <p>To the extent the Grantor has not made an option to tax in respect of their land, they shall be permitted to do so during the Option Period, but they will need to notify the Grantee and provide appropriate evidence of the option to tax.</p>
46.	<b>Grantor's Agents Fees</b>	<p>On exchange of the Option Agreement the Grantee shall pay to the Grantor the Grantor's agent's reasonable and proper costs actually incurred in relation to the negotiation of these Heads of Terms and the Option Agreement in accordance with the National Grid Payment of Surveyors Fees document at a rate of £195/hour for negotiating the Heads of Terms and at a rate of up to £160/hour (which can be reviewed from time to time by agreement between the parties) for all other work.</p> <p>The Agent's fees will be reimbursed up to an initial cap of £2,500 plus irrecoverable VAT and reasonable expenses on production of an invoice, with the remainder payable on exchange of the Option Agreement.</p>
47.	<b>Grantor's Solicitors Fees</b>	<p>On exchange of the Option Agreement, the Grantee will pay the Grantor's solicitor's proper and reasonable fees up to an initial cap of £2,750 plus irrecoverable VAT each for time associated with negotiating and exchanging the Option Agreement and agreed form of Deed of Grant. The Grantee shall require timesheets evidencing the breakdown of work incurred in relation to the matter prior to any such payment being agreed. The Grantee's solicitor will agree and provide an appropriate fee undertaking to the Grantor's solicitor following the agreement and signing of these Heads of Terms by the Grantor and/their agent (as appropriate), expressed to be payable whether or not the matter proceeds to completion. Any legal fees in excess of the original fees undertaking will need to be agreed by the Grantee on a case by case basis as recoverable. The Deed of Grant will also include a provision for the Grantee to pay the Grantor's solicitor's proper and reasonable legal fees plus irrecoverable VAT for time associated with completing the Deed of Grant.</p>
<b>DEED OF GRANT</b>		
48.	<b>Easement Strip</b>	<p>The final Easement Strip will where reasonably practicable have a maximum width of 20 metres except where a wider area is required due to physical obstacles or for technical and engineering reasons or where required at each point at which the cables cross a third-party cable, road, railway, river,</p>

		<p>watercourse, pipe, ditch or other physical obstacle along the section of the cables, in which case the Easement Strip shall have a width of up to 30 metres.</p> <p>The Easement Strip shall be contained within the Construction Working Width.</p>
49.	<b>Anticipated Easement Area</b>	Anticipated Easement Area calculated by the Grantee in acres and shown edged green on the Plan and detailed in the Payment Schedule.
50.	<b>Final Easement Area</b>	<p>The area of the as-laid position of the underground cable(s) and ancillary apparatus necessary for the operation of the Project (“Cables”), to be determined by the Grantor and Grantee in acres once the Cables have been installed and shown on a plan to be attached to the final Deed of Grant.</p> <p>Any dispute as to the Final Easement Area shall be referred to an independent third-party surveyor whose decision (save in the case of manifest error) shall be binding.</p>
51.	<b>Easement Term</b>	In perpetuity
52.	<b>Right of Way</b>	<p>The Grantee upon giving 14 days prior notice to the Grantor is granted a right of access during the hours of 07.00 to 19.00, Monday to Friday, and 08.00 to 12.00, Saturday, only (unless in the case of emergency) or at such other times as agreed in advance with the Grantor acting reasonably, over the Grantor’s Estate from the nearest public adopted highway or any adjoining landholding to the Easement Strip and is to benefit from an unrestricted right of access at all times and for all purposes associated with the Project to gain access to the Easement Strip along the route as shown on the Plan coloured brown or any alternate route as may be agreed from time to time between the parties acting reasonably but having regard to the need to ensure that such access route(s) is sufficient to enable the Grantee to exercise its rights.</p> <p>The rights granted above are subject to the Grantee paying towards the repair, maintenance and renewal of such rights of access and paying reasonable compensation to the Grantor for any damage that cannot be made good, including compensation for crop loss.</p> <p>The Grantee is permitted to lay temporary access roads over part of the Grantor’s Estate in the event that the access coloured brown on the Plan are not fit for purpose, acting reasonably and having regard to the reasonable representations of the Grantor as to the location of the temporary route of the access.</p>
53.	<b>Cables</b>	Means in connection with and for the purposes of the Project an electricity supply for the transmission of electricity either buried or in one or more ducts or trenching comprising two or more cables and fibre optic cables, lines and associated apparatus to include joints, marking bands, protective tiles, warning tape, sheaths, ducts or similar and cable markers as have been laid or are to be laid and includes any apparatus and works associated therewith and all signal and other cables and all wrapping and any other equipment constructed on or about or adjacent to the cables and any ancillary apparatus and works.
54.	<b>Cable Depth</b>	See section 23 above.

55.	<b>Consideration</b>	<p>The consideration for the rights granted in the Option Agreement and Deed of Grant will be calculated on the basis of 80% of agreed agricultural land value for the Final Easement Area ("Agreed Value") and will be paid in the following tranches:</p> <p>(a) 25% of the Agreed Value on exchange of the Option Agreement ("the <b>Option Payment</b>");</p> <p>(b) 50% of the Agreed Value on Construction Notice ("the <b>Construction Notice Entry Payment</b>");</p> <p>(c) 25% of the Agreed Value plus a balancing payment of any other sums due under the Option Agreement and Deed of Grant on completion of the Deed of Grant ("the <b>Balancing Payment</b>").</p> <p>The consideration initially agreed will be based on the Anticipated Easement Area. If the Anticipated Easement Area increases once the Option Agreement is entered into, the Option Agreement provides for an adjustment to the Balancing Payment to increase the overall consideration. The Grantor acknowledges that all payments made to the Grantee or any Occupier (if applicable) are not refundable.</p> <p>The Consideration is detailed in the Payments Schedule.</p>
56.	<b>Completion</b>	<p>The actual completion of the Deed of Grant pursuant to the terms of the Option Agreement and shall be earlier of:</p> <p>(a) 20 working days after the date of service of the Completion Notice; or</p> <p>(b) the date which is 8 years from the date of the service of the Construction Notice. ("<b>Long Stop Completion Date</b>")</p>
57.	<b>Compulsory Purchase Order (CPO)</b>	<p>The Grantee agrees not to exercise its powers of compulsory acquisition pursuant to the CPO in respect of the Grantor's interests in the Option Land which are subject to an exchanged voluntary Option Agreement, save in the event of:</p> <p>(a) a breach of the voluntary agreements (Option and/or Deed of Grant) by the Grantor;</p> <p>(b) a restriction, covenant or charge preventing the Grantee from exercising their rights pursuant to the Option Agreement and/or Deed of Grant and/or preventing the Grantor from being able to grant the Deed of Grant to the Grantee;</p> <p>(c) the voluntary agreement (Option and/or Deed of Grant) is illegal, invalid or unenforceable;</p> <p>(d) the Grantor and/or any other third-party claims ownership to any unregistered area of land forming part of the Option Land in respect of which the Grantor has been unable to deduce title and in respect of which the Grantee needs to exercise any compulsory acquisition powers to facilitate the Project.</p>

		For the avoidance of doubt, nothing shall preclude the Grantee from exercising its powers of compulsory acquisition in respect of any interest in the Option Land held by a person other than the Grantor.
58.	<b>Planning</b>	The Grantor will not make any objection in respect of any planning application or Compulsory Purchase Order application which is submitted by the Grantee and will use reasonable endeavours to assist the Project, where required, in obtaining any relevant permission.
59.	<b>Alienation</b>	The Grantee may freely assign or transfer or novate the benefit of, the Option Agreement and/or Deed of Grant, in whole only without any prior consent of the Grantor provided that such assignment or novation is to a regulated entity by Ofgem or successor regulator.
60.	<b>Decommissioning</b>	<p>In the event that the Grantee wishes to permanently abandon the Cables it shall give written notice of such permanent abandonment to the Grantor and the Grantee will decommission the Cables and make them safe in accordance with all statutory requirements.</p> <p>The Grantee will reinstate the Option Land so that it can be used for agricultural purposes provided that the Grantee shall not be obliged to remove any Cables or equipment below 900mm from the surface level.</p> <p>The same provisions relating to compensation and costs as apply to the construction phase of the cable project will apply to the decommissioning phase.</p> <p>Following decommissioning any equipment remaining on the land shall become the property of the Grantor.</p> <p>The service of the notice to permanently abandon the Cables on the Grantor shall entitle the Grantor to serve notice on the Grantee to enter into a deed of release of the easement and the Grantee shall use all reasonable endeavours (at its own cost) to complete a deed of release and remove all entries relating to the easement at the Land Registry.</p>
61.	<b>Insurance &amp; Indemnity</b>	<p>The Grantee shall indemnify the Grantor against all actions which may be brought and all third-party claims and demands which may be made which may be made against the Grantor by reason of negligence or breach of its obligations in the Option Agreement and/or Deed of Grant.</p> <p>The Grantee shall keep and maintain public liability insurance cover through an insurance office of repute. The minimum insurance figure is £10,000,000 (ten million pounds) in respect of one event (or series of events giving rise to one claim) and is to be index-linked in line with CPI (static or upwards only) from the date of the exchange of the Option Agreement on a 3 yearly basis.</p> <p>The Grantee's total aggregate liability will be £10,000,000 (ten million pounds) and is to be index-linked in line with CPI (static or upwards only) from the date of the Deed of Easement on a 3 yearly basis in respect of all claims arising</p>

		<p>directly by reason of any wrongful act neglect or default or breach of the Grantee or its employees' agents or contractors in connection with the exercise of rights under this agreement. The Grantee's liability is not limited in respect of personal injury or death, resulting from its negligence.</p> <p>The Grantor's total aggregate liability will be £1,000,000 (one million pounds) and is to be index-linked in line with CPI (static or upwards only) from the date of the deed of easement on a 3 yearly basis in respect of all claims arising directly by reason of any wrongful act neglect or default or breach of the Grantor or its employees' agents or contractors in connection with the easement. The Grantor's liability is not limited in respect of personal injury or death, resulting from its negligence.</p>
<p>62.</p>	<p><b>Dispute Resolution</b></p>	<p>In the event of any dispute arising between the parties under the terms of the Option Agreement or the completed Deed of Grant, the parties will in the first instance use reasonable endeavours to resolve the matter by negotiation as amicably as possible.</p> <p>Any dispute between the parties, which they are unable to resolve, may be referred to a mediator, from the list of mediators approved by the President of the Royal Institution of Chartered Surveyors, (or such other professional body or organisation as is appropriate having regard to the nature of the dispute) to be agreed upon between the parties or failing agreement to be appointed on the application of either party to the President of the Royal Institution of Chartered Surveyors.</p> <p>Any dispute between the parties which they are unable to resolve by mediation within 30 working days of the appointment of the mediator, or such further period as the parties agree in writing, will be referred to expert determination by an expert (the "<b>Expert</b>"). The Expert shall be appointed by agreement in writing between the parties, but in the event of a failure to agree within 10 Working Days, or if the person appointed is unable or unwilling to act, the Expert shall be appointed by the President of the Royal Institution of Chartered Surveyors.</p> <p>The Expert's determination will be final and binding on the parties</p>

Signed: .....

Dated: .....

Grantor or Authorised Agent for and on behalf of the Grantor

Name of signatory (in BLOCK CAPITALS):

.....

Signed: .....

Dated: .....

Reference: XXXXXXXX

Date: XX / XX / XXXX

Authorised Agent for and on behalf of the Grantee

**Name of signatory** (in BLOCK CAPITALS): .....

## Payment Schedule

1. Easement Calculation	Total
<p><b>Total Easement Consideration</b>  Length of Cable: XXX metres  Easement Area: XXX acres  Land Value*: XXX per acre</p> <p>Easement Payment based on 80% of land value: £XXX  Incentive Payment based on 20% of Easement Payment**: £XXX</p> <p style="text-align: right;"><b>TOTAL PAYMENT</b></p>	<p style="text-align: right;">£XXX</p>
<p><b>Option Payment</b>  25% payable on completion of Option Agreement (Agreement to Grant an Easement) together with incentive payment in full</p>	<p style="text-align: right;">£</p>
<p><b>Entry Payment</b>  50% payable on taking entry onto land for construction under Option Agreement (Agreement to Grant an Easement)</p>	<p style="text-align: right;">£</p>
<p><b>Easement Completion Payment</b>  25% of completion of Deed of Grant following construction together with any other payment already agreed ("the Balancing Payment")</p>	<p style="text-align: right;">£</p>

**[\* Land Value is calculated by reference to freehold with vacant possession**

**\*\*Incentive payment only payable if Heads of Terms are completed, signed and returned AND the Option Agreement is completed within [16] weeks of issue of these Heads of Terms]**

Reference: XXXXXXXX

Date: XX / XX / XXXX

### Schedule of Other Interests

*(To be completed by Grantor)*

Third party interest details

Interest name:

Interest address:

Basis of occupation:

Agreement expires:

Mortgagee:

Please return the signed Heads of Terms in electronic format to: [ngsegl2@fishergerman.co.uk](mailto:ngsegl2@fishergerman.co.uk)

Please return the signed Heads of Terms in paper form to:

Fisher German  
Unit 2 Carolina Court  
Lakeside Business Park  
Doncaster  
DN4 5RA

If these Heads of Terms are being signed by the Grantor's agent, the Grantor's agent must return the signed Heads of Terms together with confirmation that the agent has written instructions to act on behalf of the Grantor.

SCOTLAND TO ENGLAND GREEN LINK 2 PROJECT

HEADS OF TERMS

Addendum to replace the below clauses in V2 of the terms issued.

Subject to Contract

<b>35.</b>	<b>Land Drainage</b>	<p>The Grantee shall procure that suitably qualified Contractor (“Drainage Contractors”) to carry out a pre and post construction drainage assessment and will provide a copy of such assessments to the Grantor and any drainage consultant employed by the Grantor and will take into account any representations made by the Grantor in relation to the Grantees drainage consultants assessment and will implement the requisite recommendations as soon as practicably possible, to ensure where reasonable and appropriate the agricultural land drainage systems on the Option Land and the Grantor’s Estate are left in no worse condition than before the date of the pre-construction drainage assessment, or if to the extent that such damage cannot be made good and the Grantor and Grantee agree that it is not practical to do so, the Grantor will be compensated.</p> <p>The Grantee shall appoint a suitably qualified drainage consultant to act independently of the Drainage Contractor (“Drainage Expert”) to assure the design and methodology of the proposed drainage works undertaken by the Drainage Contractor.</p> <p>Subject to compliance with CDM Regulations, and the Grantee’s health and safety requirements the Grantee will provide the Occupier, the Grantor and the Drainage Expert the opportunity to inspect the land drainage works whilst in progress.</p> <p>Records of existing and remedial drainage will be made available by the Grantee to the Grantor and any Occupier after completion of the drainage works.</p> <p>The reasonable and proper costs of the appointment and fees of the Drainage Expert will be paid by the Grantee.</p> <p>The Grantee shall remain responsible at all times for the ongoing maintenance and repair of the Land Drains installed within the Easement Strip.</p> <p>Following the expiry of the Drainage Contractors liability period, post construction maintenance of the Land Drains installed on the Grantor’s Estate (excluding the Easement Strip) shall be the responsibility Grantor. Subject to the Grantor maintaining the Land Drains installed on the Grantor’s Estate in accordance with best practice, the Grantee shall remain responsible for any defects in the Land Drains in accordance with National Grid Construction Best Practice for Underground Cable Installation V1. November 2021</p>
<b>42.</b>	<b>Ancillary Rights</b>	<p>The Grantor agrees to grant the Grantee and any other relevant third party a deed of grant of easement or wayleave across the part of the Grantor’s</p>

		<p>Estate shown shaded blue on the plan to facilitate the installation, diversion or crossing of utility services including water pipes, sewerage systems, surface water drainage systems, gas pipelines, electricity cables, communication cables and any other conducting media as required for the Project, and the right with or without vehicles plant and equipment to enter such part or parts of the Grantor’s Estate shown shaded blue on the plan as are necessary to inspect, survey, operate, maintain, repair, renew, (replace, remove or decommission*) the Electric Cables and all works associated therewith including drainage and de-watering works together with a right to construct and install such temporary road(s) over such part or parts of the Grantor’s Estate as shown shaded blue on the plan as the Grantee may reasonably require in connection with the same, Provided that:</p> <ul style="list-style-type: none"> <li>• where relevant, the Grantee has obtained the Grantor’s prior consent, not to be unreasonably withheld;</li> <li>• the terms of any such agreement are satisfactory to the Grantor acting reasonably and having regard to the standard terms and conditions of the utilities supplier at the time;</li> <li>• the Grantee shall pay the Grantor’s reasonable costs;</li> <li>• the Grantee shall pay all reasonable compensation for any damage or loss incurred that cannot be made good in accordance with the Compensation provisions;</li> <li>• the Grantor shall not unreasonably delay granting the same; and</li> <li>• the Grantor is entitled to receive any consideration for the granting of the same from the relevant utilities supplies at the standard rate being paid at the time but is not entitled to any further consideration for the grant from the Grantee.</li> </ul> <p>To the extent the Grantee can request or influence the proposed location of the diverted utilities, it will take into consideration the Grantor’s reasonable and proper representations.</p> <p>*the parties acknowledge that these rights will only be applicable during the term of the Deed of Easement</p>
52.	<b>Right of Way and Drainage</b>	<p><u>Right of way</u></p> <p>The Grantee upon giving 14 days prior notice to the Grantor is granted a right of access during the hours of 07.00 to 19.00, Monday to Friday, and 08.00 to 12.00, Saturday, only (unless in the case of emergency) or at such other times as agreed in advance with the Grantor acting reasonably, over and along the route as shown on the Plan coloured brown or any alternate route over the Grantor’s Estate as may be agreed from time to time between the parties acting reasonably but having regard to the need to ensure that such access route(s) is sufficient to enable the Grantee to exercise its rights.</p> <p>The rights granted above are subject to the Grantee paying towards the repair, maintenance and renewal of such rights of access and paying reasonable compensation to the Grantor for any damage that cannot be made good, including compensation for crop loss.</p>

		<p>The Grantee is permitted to lay temporary access roads over such unbuilt upon parts of the Grantor's Estate as may be agreed from time to time between the parties acting reasonably in the event that the access coloured brown on the Plan are not fit for purpose, acting reasonably and having regard to the reasonable representations of the Grantor as to the location of the temporary route of the access.</p> <p><u>Drainage</u></p> <p>The Grantee shall have the right to:</p> <ul style="list-style-type: none"> <li>• connect into land drains on the Grantor's Estate</li> <li>• construct and install land drains on such parts of the Grantor's Estate as may be agreed from time to time between the parties acting reasonably; and</li> <li>• retain and make use of and from time to time inspect, cleanse, maintain, repair, remove, reinstate, renew, alter and replace any such land drains.</li> </ul>
53.	<b>Grantor's covenants</b>	<ul style="list-style-type: none"> <li>• not to store or do or suffer to be done anything upon the Grantor's Estate which may in any way interfere with, damage or cause injury to the Cables or their operation or interfere with or obstruct the Grantee's access thereto or use thereof and the Grantor shall take all reasonable precautions to prevent such interference, obstruction, damage or injury;</li> <li>• not to erect any building, structure, plant or machinery (whether temporary or permanent) or allow to grow any plant, bush, tree or similar vegetation within the Easement Strip provided that nothing shall prevent the carrying on of normal agricultural operations on the Easement Strip including (but not limited to) the growing of shallow rooted crops or the grazing of livestock;</li> <li>• not to change the level of the surface, ground cover or composition of the Easement Strip or do or allow to be done anything that may change the level of the surface, ground cover or composition of the Easement Strip whether on or within the Easement Strip or otherwise; and</li> <li>• not to drill, dig or break up the Grantor's Estate within the Easement Strip without the written consent of the Grantee and where consent is granted ensuring that at all times a representative of the Grantee is present.</li> </ul>

In addition to the amendment of the terms as above, please see additional clarifications below:

- Where the Cable depth is set at 0.9m, if clear evidence can be demonstrated that this should be increased to take into account cropping regime, farming practices etc, provided such evidence is documented and sent to National Grid / Fisher German this will be considered.
- In relation to clause 35 above, for the avoidance of doubt drainage within the Easement will be National Grids responsibility to maintain and repair.
- Insurance is to be index-linked in line with CPI (static or upwards) from the date of the exchange of the Option Agreement on a 3 yearly basis.
- For developers wishing to cross the cable post-construction, the National Grid process for crossing assets would need to be adhered to. If, during this process, the developer can

demonstrate that there will be no encroachment of the easement or any detrimental effect on the cable rating, then approval will not be unreasonably withheld.

**Name of Grantor**.....

**Signed:** ..... **Dated:** .....  
Grantor or Authorised Agent for and on behalf of the Grantor

**Name of signatory** (in BLOCK CAPITALS): .....

**Signed:** ..... **Dated:** .....  
Authorised Agent for and on behalf of the Grantee

**Name of signatory** (in BLOCK CAPITALS): .....

## APPENDIX D

## Land Rights Strategy and Payment Schedule for Assets

Version 1



**The transmission network is critical national infrastructure and therefore it is crucial that National Grid has the necessary land and land rights to install, operate, access, maintain, repair and protect the transmission network as part of the transition to a cleaner and greener future.**

National Grid has an approach called the Land Rights Strategy, which provides a consistent methodology for acquiring land and land rights for their infrastructure projects. This approach is applied across infrastructure projects promoted as Development Consent Order (DCO) and Compulsory Purchase Order (CPO) schemes.

National Grid's preference will always be to secure land rights on a voluntary basis, as this enables the rights being acquired to be tailored to the specific requirements of the project. It is also important in supporting ongoing landowner relations.

The strategy has been implemented on all National Grid Transmission projects since 2010 requiring land and rights acquisition and is under continuous review to ensure that it is still fit for purpose, achieves business requirements, and meets the expectations of third-party landowners and occupiers. National Grid was one of the first utility companies to formally adopt and promote this approach. The Land Rights Strategy has evolved to take into account specific requirements of legislation, evolving industry best practice and also to meet the needs of particular projects.

### What is the Land Rights Strategy?

1. Provides a consistent methodology for acquiring land and land rights for transmission infrastructure projects;
2. Helps to encourage landowners to voluntarily agree to enter into the required agreements, which then helps to preserve long term stakeholder relationships;
3. Ensures that there is consistency in the payments made to obtain land rights, and that all landowners are treated fairly and equally and in accordance with the expectations of existing legislation;
4. Aligns the approach taken for electricity transmission land rights across the UK National Grid Group Plc companies.

In summary, the overarching strategy is:

All affected landowners are offered Option Agreements to enable National Grid to acquire land, permanent rights over land or to obtain temporary land rights, before the DCO/CPO is granted. National Grid seeks temporary rights for construction activities, and permanent rights (easements) for the "as-built" assets (including all maintenance rights, access, drainage and landscaping/environmental mitigation that may be required for the project).

In parallel with seeking voluntary agreements, through the DCO/CPO process we apply for compulsory acquisition rights as a fall back, should Option Agreements not be secured voluntarily or should there be any issue with implementation of voluntary agreements (e.g. due to events such as insolvency, death/intestacy, loss of capacity etc). National Grid's preference will always be to secure land rights on a voluntary basis.

# The payments schedule

## 1. Payments for surveys and investigation works

Whilst voluntary agreement is always sought, National Grid has statutory rights to gain access to land for surveys and investigation works. As a result, these payments for surveys are not payments for the grant of access rights, but are payments in recognition of damage and disturbance that potentially may be caused by survey and investigation works. National Grid will make the following payments:

### Non-intrusive surveys

A payment of **£500** advance compensation, per land holding, for a 12 month period.

For night-time visits between 21:00 – 06:00, an advance payment of compensation of **£250** will be made for a 12 month period.

### Intrusive surveys

#### Boreholes

A one-off **£350** advance payment of compensation for boreholes, per borehole.

#### Trial pits

A one-off **£350** advance payment of compensation for trial pits/holes, per trial pit.

#### Water monitoring

For water monitoring equipment an advance payment of compensation of **£150** per gauge will be made per 12 month period, to cover any site visits.

#### Survey licence signing fee

In addition, a one-off licence signing fee of **£250** will be made if the licence is signed within a two month period.

#### Notes

*Any damage in excess of the above figures would be agreed on an individual basis, on production of evidence and proof of loss.*



## 2. Payments in respect of permanent rights

### New overhead lines

A one-off payment in respect of permanent rights per tower and associated oversail, including access rights:

- permanent grass land - **£6000** (or proportion based on land ownership)
- arable land - **£8000** (or proportion based on land ownership)

A one-off payment in respect of permanent rights per oversail (where no tower rights are required):

0-49m	50-99m	100m+
£500	£750	£1000

### Existing overhead lines

If there is an easement in place but the terms are not fit for purpose, then a one-off payment to vary the agreement will be offered in the sum of **£1000**.

If there is no easement, or only a wayleave is in place, or if there is no agreement in place at all, then a one-off payment will be made as per the appropriate tower rate for a new easement to be completed.

### Underground cables

- agricultural land - **80%** of land value over the easement width.
- non-agricultural land - **50%** of land value over the easement width.

These will be subject to a minimum land value **£7500/hectare**, and a minimum easement payment of **£500**.

### Third party access rights

A one-off payment of **£1000** per tower accessed, will be made in return for permanent access rights over third party land for construction and future maintenance activities.

### Incentive payments

An incentive payment of **20%** will be applied across any permanent land rights payments (as set out above for new infrastructure), if:

1. the Heads of Terms of agreement are returned to National Grid within an **8 week** period, and;
2. the Option Agreement is legally completed within a further **12 weeks**.

### Easement payment instalments

Under the terms of the Option Agreement, National Grid will have an option to take entry onto land to construct new electricity transmission assets and following construction to complete the Easement. The payments will be made in instalments:

- **25%** of the land rights payment is payable on completion of the Option Agreement
- **50%** of the land rights payment is payable on taking entry onto land for construction under the Option Agreement
- **25%** of the land rights payment is payable on completion of Easement following construction together with any other payment(s) already agreed.



### 3. Injurious affection

National Grid acknowledges that any proposed new work may cause concern to landowners. In addition to the other payments outlined, 'injurious affection' and any other appropriate Heads of Claim will be considered on an individual basis in accordance with current legislation.

### 4. Crop loss, damage and disturbance claims

This will be assessed and paid on a proven loss basis.

### 5. Land acquisition

Land acquisitions (permanent or temporary) will be agreed on an individual basis.

### 6. Agents fees (paid via landowner/occupier)

Fixed fee of **£150** for professional land agency services in relation to the return of a completed and signed Land Interest Questionnaire for each landholding declaring all known land interests.

Single fixed fee of **£250** per land holding in relation to survey and investigation works.

Agents fees for negotiating an Option Agreement and for additional compensation (damage or injurious affection) will be based on the current published National Grid Payment of Surveyors' Fees document.



## APPENDIX E

# Payments schedule for new electricity transmission assets

## 1. EASEMENT PAYMENT TO LANDOWNER

### Per tower & associated oversail:

Permanent grass land – £6000  
(or proportion based on land ownership)

Arable land – £8000  
(or proportion based on land ownership)

### Per oversail (where no tower rights required):

0-49m	50-99m	100m+
£500	£750	£1000

### Underground cable per metre run:

80% of the agreed agricultural land value over the easement width (minimum land value £7500/hectare).  
Minimum easement payment – £500.

### Easement Payment Instalments

- 25% payable on completion of Agreement to Grant an Easement
- 50% payable on taking entry onto land for construction under Agreement to Grant an Easement
- 25% on completion of Easement following construction together with any other payment already agreed

Under the terms of the Agreement to Grant an Easement and following the grant of a Development Consent Order, National Grid will have an option to take entry onto land to construct new electricity transmission assets and following construction to complete the Easement.

**Easement for access over third party land for construction and future maintenance activities:**  
£1000 per tower accessed.

## 2. INJURIOUS AFFECTATION

National Grid acknowledges that any proposed new work may cause concern to landowners. In addition to the other payments outlined, ‘**injurious affection**’ and **any other appropriate Heads of Claim** will be considered on an individual basis in accordance with current legislation.



To find out more go to – [www.nationalgrid.com/uk/landanddevelopment](http://www.nationalgrid.com/uk/landanddevelopment)

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### 3. PAYMENTS FOR SURVEYS AND INVESTIGATION WORKS

Whilst voluntary agreement is always sought, National Grid has statutory rights to gain access to land for surveys and investigation works. As a result these payments are not payments for the grant of access rights, but are payments in recognition of damage and disturbance that potentially may be caused by survey and investigation works.

The initial walkover assessment to determine potential survey requirements will not attract a payment. However for any actual surveys, boreholes etc undertaken, National Grid will make the following payments:-

#### **Surveys:**

£250 per land holding for a 12 month period.

For night time visits between 21:00 – 06:00 -  
£250 for a 12 month period.

#### **Boreholes:**

A one off payment for boreholes of £250 per borehole.

#### **Trial pits:**

A one off payment for trial pits/holes of £250 per trial pit.

#### **Water monitoring equipment:**

£150 per gauge per 12 month period per land holding to cover site visits.

#### **Any damage in excess of the above figures**

would be agreed on an individual basis (on production of evidence and proof of loss).

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### 4. CROP LOSS, DAMAGE AND DISTURBANCE CLAIMS

These will be paid on a proven loss basis.

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### 5. LAND ACQUISITION

Land acquisitions (permanent or temporary) will be agreed on an individual basis.

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### 6. AGENTS' FEES (paid via landowner/occupier)

Fixed fee of £150 for professional land agency services in relation to the return of a completed and signed land interests data sheet for each landholding declaring all known land interests.

Single fixed fee of £250 per land holding in relation to survey and investigation works.

Agents fees for negotiating an Agreement to Grant an Easement and for additional compensation (damage or injurious affection) will be based on the current published National Grid Payment of Surveyors' Fees document.



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**To find out more go to – [www.nationalgrid.com/uk/landanddevelopment](http://www.nationalgrid.com/uk/landanddevelopment)**

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## APPENDIX F

Appendix F: Objectors; Status of Surveys on their Land.

<b>Objector</b>	<b>NI Licence 2021</b>	<b>Intrusive Licence 2021</b>	<b>NI Licence 2022</b>	<b>Intrusive Licence 2022</b>	<b>NI Licence 2023</b>	<b>Intrusive Licence 2023</b>	<b>NI Licence 2024</b>	<b>Intrusive Licence 2024</b>
<b>OBJ1- Wansford Trout Farm</b>	N/a	N/a	N/a	N/a	N/a	N/a	N/a	N/a
<b>OBJ2 Network Rail</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>OBJ3 Robyn Smyth</b>	2 x Sent 1: Sent 19.02.21 Signed 04.03.21 2: Sent 26.03.21 Signed 12.04.21 Request for entry signed 22.04.21	BH & TP licence sent	Licence expired 28.02.2022	BH & TP extension sent 04.22 signed 07.22	LDC licence sent 27.04.23 Chaser sent 23.11.23	ATT licence sent 25.08.23 signed 31.08.23	Signed 10.01.24	TBC Feb/March
<b>OBJ4 Wrights- Christmas Tree Farm</b>	Licence sent 26.03.21 signed 17.04.21	BH & TP Licence sent 11.21	Licence expired 28.02.2022	BH & TP licence signed 13.01.22	LDC licence sent 27.04.23 Licence signed 18.07.23	N/a	N/a	TBC Feb/March
<b>OBJ5- Drysdale</b>	Licence sent 19.02.21 Signed 08.07.21	N/a	Licence expired 28.02.2022	N/a	N/a	N/a	Small plot licences to be sent W/C 12/02/24	TBC Feb/March
<b>OBJ6- The Right Honourable Henry Hotham, David Brotherton and Henry Trotter</b>	Licences sent 19.02.21 Chasers sent 09.04.21 Tripartite licences sent 09.12.2021 Signed 05-19/01/22	N/a	Licence expired 28.02.2022 Licence renewal sent 15.03.2022 NI licence signed 30.03.22	BH & TP licence sent to all occupiers and DE 27.01.22 Licences signed by Hotham 24.05.22	LDC survey licences sent to all occupier and LO agent 04.05.23 Chaser sent 09.10.23 Re-sent with amended plans 18.11.23	ATT licence sent to occupier and LO agent 08.09.23 Chaser sent 09.10.23 Final chaser sent 07.12.23	Re-issued new NI to include new trustees 01.02.24	TBC Feb/March
<b>OBJ7- Sandra Brown, Pamela Jane England, Lynn Mandy Mason and Jean Conner</b>	N/A	N/a	Licence sent 16.05.2022 Licence signed 08.06.2021	N/a	LDC licence sent 28.04.23 Chaser sent 23.11.23 Licence signed 13.12.23	N/a	N/a	TBC Feb/March
<b>OBJ8- Alan Marsland</b>	Licence sent 24.07.21 Licence signed 12.08.21	BH & TP licence sent 28.09.21 Signed 13.10.21	Licence expired 28.02.2022 Renewal licence sent 10.02.2022 Renewal Licence signed 02.03.2022	N/a	LDC licence sent 28.04.23 Licence signed 10.08.23	ATT licence sent 25.08.23 Chaser sent 02.12.23 Final chaser sent 07.12.23	N/a	ATT Licence signed 09.01.24
<b>OBJ8- Andrew Dixon</b>	Licence set 01.03.21 Licence signed 12.08.21	N/a	Licence expired 28.02.2022 Renewal licence sent 10.02.2022 Renewal Licence signed 02.03.2022	Access consultation with Mr Dixon for land he tenanted from Mr Moate - Meeting 09.06.22	LDC licence sent 27.04.23 Licence signed 10.08.2023	N/a	N/a	TBC Feb/March

<b>OBJ8- Carole Dixon and Andrew Dixon</b>	Licence set 01.03.21 Licence signed 12.08.21	N/a	Licence expired 28.02.2022 Renewal licence sent 10.02.2022 Renewal Licence signed 02.03.2022	N/a	LDC licence sent 27.04.23 Licence signed 10.08.2023	N/a	N/a	TBC Feb/March
<b>OBJ8- Executors of John Dixon</b>	Licence set 01.03.21 Licence signed 12.08.21	N/a	Licence expired 28.02.2022 Renewal licence sent 10.02.2022 Renewal Licence signed 02.03.2022	N/a	LDC licence sent 27.04.23 Licence signed 10.08.2023	ATT licence sent 25.08.23 Chaser sent 02.10.23 Final chaser sent 07.12.23	N/a	ATT licence signed 09.01.24
<b>OBJ8- Andrew Soanes</b>	Licence sent 01.03.2021 Licence signed 19.04.2021	BH Licence sent 05.10.2021 Licence signed 13.10.21	Licence expired 28.02.2022 Renewal licence sent 10.02.2022 Renewal Licence signed 02.03.2022	N/a	LDC licence sent 27.04.2023 Chaser sent 02.10.2023 Licence signed 24.11.2023	ATT licence sent 25.08.23 Chaser sent 02.10.23 Final chaser sent 07.12.23  BH licence re-issued 08.08.23	N/a	ATT Licence signed 09.01.24
<b>OBJ8- Driffield Navigation Trust</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>OBJ8- James Tennant</b>	N/A	BH/TP Licence sent 05.10.2021 Licence signed 13.10.21	Licence sent 10.02.2022 Licence signed 02.03.2022	Additional BH licence sent for his other companies 28.02.22	LDC licence sent 27.04.2023 Chaser sent 02.10.2023 Licence signed 20.10.2023	ATT licence sent 25.08.23 Chaser sent 02.10.23 Final chaser sent 07.12.23  BH licence re-issued 2.08.23	N/a	ATT licence signed 02.01.24
<b>OBJ8- Jill Shipley</b>	Request for entry sent 28.03.2021 Request for entry signed 20.07.2021 Licence signed 24.08.2021	BH/TP Licence sent 05.10.2021 Licence signed 13.10.21	Licence expired 28.02.2022 Renewal licence sent 10.02.2022 Renewal Licence signed 02.03.2022	N/a	LDC licence sent 27.04.2023 Chaser sent 02.10.2023 Licence signed 23.11.2023	ATT licence sent 25.08.23 Chaser sent 02.10.23 Final chaser sent 07.12.23	N/a	ATT licence signed 09.01.24
<b>OBJ8- William Hall</b>	Licence sent 12.10.2021 Licence signed 16.12.2021	N/a	Licence expired 28.02.2022	BH/TP Sent tripartite with Marr 13.04.22 Signed 19.05.22	LDC licence sent 27.04.2023 Chaser sent 02.10.2023 Licence signed 23.11.2023	ATT licence sent 25.08.23 Chaser sent 02.10.23 Final chaser sent 07.12.23  BH chaser sent 28.04.23	N/a	ATT licence signed 09.01.24
<b>OBJ9- NFU and LIG</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>OBJ10- Nichols Family</b>	N/a	Licence sent 20.08.2021	N/a	BH licence sent 12.07.22 Signed 09.08.22	LDC licence sent 27.04.2023	N/a	N/A	TBC Feb/March

					LDC Licence signed 24.11.2023			
<b>OBJ11- T E Richardson &amp; Co</b>	Licence sent 29.10.2021 Licence signed 16.11.2021	BH licence sent 29.10.21	Licence expired 28.02.2022 Memorandum of agreement sent 07.04.2022	Signed BH licence 07.04.2022	LDC licence sent 27.04.2023 Chaser sent 02.10.2023 Licence signed 14.11.2023	ATT licence sent to occupier and LO agent 25.08.23 Chaser sent 02.10.23 Final Chaser sent 07.12.23  BH licence reissued 08.08.23 - Still unsigned		TBC Feb/March
<b>OBJ12- INEOS</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>OBJ13- Prescott Family</b>	Licence sent 16.08.2021 Updated licence sent 16.09.2021	N/a	Licence signed 18.01.22	BH tripartite licence sent 29.03.22 Signed 24.05.22	LDC licence sent 27.04.2023 Chaser sent 02.10.2023 Licence signed 14.11.2023	ATT licence sent to occupier and LO agent 25.08.23 Chaser sent 02.10.23 Final Chaser sent 07.12.23		TBC Feb/March
<b>OBJ14- PD Barton - Golden hill fishing club</b>	Licences sent 19.02.21 Licence signed 12.03.21	N/a	Licence expired 28.02.2022 Licence sent 13.04.2022 Chaser sent 28.04.2022	N/a	LDC licence sent 27.04.2023	N/A	Small plot chasers to be sent W/C 12/02/24	TBC Feb/March
<b>OBJ15- Driffield Solar and Storage</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>OBJ16- National Highways</b>	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>OBJ17- East Riding of Yorkshire Council</b>	Tripartite licence sent 25.09.2021 Tripartite Barmby licence signed 29.09.2021 Tripartite Wade licence signed 29.09.2021	N/a	Tripartite Holmes chaser sent 28.04.2022	BH licence sent 07.02.22 BH tripartite signed Barmby and wade 09.05.22	Licence sent 27.04.23 Chaser sent 11.09.2023 Tripartite Barmby signed 25.09.2023 Tripartite Wade signed 26.09.2023 First chaser sent Holmes 23.11.23	ATT licence sent to occupier 31.08.23 sent to agent 11.09.23 Chaser sent 09.10.23 Final Chaser sent 07.12.23	Final chaser sent 25.01.24 Meet with ERYC 09.02.24 Preparing to serve 172	TBC Feb/March
<b>OBJ18- Dalton Estates</b>	Licences sent 19.02.21 Chasers sent 09.04.21 Tripartite licences sent 09.12.2021 Signed 05-19/01/22	N/a	Licence expired 28.02.2022 Licence renewal sent 15.03.2022 NI licence signed 30.03.22	BH & TP licence sent to all occupiers and DE 27.01.22 Licences signed by Hotham 24.05.22	LDC survey licences sent to all occupier and LO agent 04.05.23 Chaser sent 09.10.23 Re-sent with amended plans 18.11.23	ATT licence sent to occupier and LO agent 08.09.23 Chaser sent 09.10.23 Final chaser sent 07.12.23	Re-issued new NI to include new trustees 01.02.24	TBC Feb/March

<b>OBJ19- Roy Andrew</b>	Licences sent 19.02.21 Licence signed 19.07.2021	N/a	Licence expired 28.02.2022 Renewal licence sent 15.03.2022 Licence signed 28.03.2022	BH/TP tripartite Renewal sent 07.06.22	LDC licence sent 27.04.2023 Licence signed 17.08.2023	ATT licence sent to occupier 31.08.23 sent to LO agent 11.09.23 Chaser sent 09.10.23 Final chaser sent 07.12.23	N/a	TBC Feb/March
<b>OBJ19- Roper Family</b>	Licences sent 19.02.21 Licence signed 19.07.2021	BH licence sent 27.10.21 BH licence signed 29.10.21	Licence expired 28.02.2022 Renewal licence sent 15.03.2022 Licence signed 28.03.2022	BH/TP Renewal sent 07.06.22	LDC licence sent 27.04.2023 Licence signed 17.08.2023	ATT licence sent 25.08.23 Chaser sent 02.10.23 Final chaser sent 07.12.23	N/a	TBC Feb/March
<b>OBJ19- Gary Slingsby</b>	Licences sent 19.02.21 Licence signed 19.07.2021	BH licence sent 27.10.21 BH licence signed 29.10.21	Licence expired 28.02.2022 Renewal licence sent 15.03.2022 Licence signed 28.03.2022	BH/TP Renewal sent 07.06.22	LDC licence sent 27.04.2023 Licence signed 08.09.2023	ATT licence sent 25.08.23 Chaser sent 02.10.23 Final chaser sent 07.12.23	N/a	ATT licence signed 02.01.24
<b>OBJ20- Mr and Mrs Breach</b>	Licence sent 29.07.21, signed 18.08.21	N/a	Licence expired 28.02.2022	N/a	N/a	N/a	N/a	N/a