

Rule 5(2) of the Compulsory Purchase (Inquiries procedure) Rules 2007

Application for the proposed National Grid Electricity Transmission PLC (Scotland to England Green Link  
2) Compulsory Purchase Order 2023

Statement of Case is submitted by the National Farmers Union and Agents Acting on behalf of its  
Members and Clients affected by the proposed Scotland to England Green Link 2 Scheme

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## Table of Contents

- 1 General Introduction
  - 2 The Purpose of this Statement of Case
  - 3 Background
  - 4 Voluntary Heads of Terms
  - 5 Attenuation Ponds and Dewatering
  - 6 Cable Depth
  - 7 Surveys
  - 8 Agricultural Liaison Officer
  - 9 Field Drainage
  - 10 Soils
  - 11 CPO Boundaries
  - 12 Specific Matters
  - 13 Conclusion
- Annex1 – Landowners and Occupiers

## 1.0 General Introduction

1.1 On 5<sup>th</sup> December 2023, National Grid Electricity Transmission (NGET) deposited to the Secretary of State for Energy Security & Net Zero (**DESNZ**) to make the proposed NGET (Scotland to England Green Link 1) Compulsory Purchase Order.

1.2 The Compulsory Purchase Order was made in accordance with the procedure contained in the Rule 5 (2) of the Compulsory Purchase (inquiries Procedure) rules 2007.

1.3 The Order, if made, would confer upon NGET the powers necessary for the compulsory acquisition of land and rights necessary to deliver the English Onshore Scheme components of the Project.

1.4 It is the acquisition of the following that will affect our NFU members and clients of the represented agents:

Order will authorise the acquisition of the:

1. land required to construct and operate the new converter station;
2. rights required to install, construct, use, inspect, maintain, repair, protect, alter, renew, remove and decommission the underground electricity cables and associated infrastructure;
3. rights required in relation to access, drainage and landscaping; and
4. rights required in relation to construction compounds.

## 2.0 Purpose of this Statement of Case

2.1 This statement of case has been prepared by the NFU on behalf of its Farmer and Grower members and agents acting on behalf of their clients affected by the proposals of the Order as stated above.

2.2 This Statement of Case sets out the particulars of the NFU's and Agents case on behalf of its members and clients for objecting to the Order as will be put forward by NGET.

2.3 The NFU members and clients affected by the proposals are highlighted at Appendix A.

2.4 The NFU and LIG are raising these outstanding issues as only voluntary heads of terms with caveats have been agreed and signed by Landowners and returned to NGET. Due to this the landowners have no certainty that the negotiated terms will proceed as agreed. The heads of terms are subject to contract and not legally binding and so there is a concern NGET could secure CPO and then decide whether to proceed with the negotiated agreement to date or try to renegotiate. Therefore, it is important that all the outstanding points are agreed through the Inquiry process.

2.5 More detail is needed in order to understand whether the Project will create any legacy issues likely to affect the land within the Order in the future.

### 3.0 Background – NFU Objection (Obj9) Relevant

3.1 National Grid (NGET) in their outline statement of case at section 12 has referenced the NFU objection (Obj9) at 12.114 and have stated that they believe the NFU objection is not a relevant objection due to the fact that no NFU members were identified. The NFU has 47 members who have been named within this statement of case as highlighted in the table at appendix 1. There are in total 64 landowners and occupiers represented by the agents identified in the table. The NFU and agents have been representing landowners and occupiers since the announcement of the scheme when the NFU was notified by NGET on the 5 March 2021.

3.2 The NFU contacted NG for further information on 13<sup>th</sup> May when we were notified of the soft launch, the newsletters which had been sent out for SEGL 2 and that this was so that discussions could take place in regard to the non -intrusive surveys NGET were wishing to undertake. A Land Interest Group was set up on the 2 June 2021 made up of the following agents and the NFU as follows, Dee Atkinson & Harrison, Hornseys, Clubleys, Ulllyotts, Leonards, ADAS Rural, Alnwick FPC, Michael Glover LLP and Cranswicks.

3.3. The first direct email was sent to Amy Crabtree at NGET requesting information on how agents fees were to be paid on 3<sup>rd</sup> June 2021. the NFU held its first meeting with NGET on 3<sup>rd</sup> June 2021 to be briefed on what the scheme entailed and then LIG held its first meeting to discuss the scheme on 16<sup>th</sup> June 2021. The NFU and LIGs first involvement on behalf of clients and members was around the Non-intrusive licence and a generic licence was sent to NGET to consider on 22<sup>nd</sup> June 2021.

3.4 The NFU and LIG have been working together since on behalf of members and clients on the intrusive licence for ground investigation surveys and then the voluntary heads of terms. Negotiations are still on going due to outstanding issues which have not been resolved.

3.5 The NFU can confirm that it never acts directly for landowners/members on any infrastructure scheme but works closely with the agents who are acting directly and helps to provide information about a scheme to members affected and works to achieve a better outcome by minimising the impact of a scheme on all landowners affected.

3.6 The NFU and agents have been in regular contact since 16<sup>th</sup> June 2021 regarding the issues raised and so states the objection submitted by the NFU is very relevant on behalf of its members affected by this scheme.

## 4. Voluntary Heads of Terms

4.1 Heads of Terms were initially issued to landowners from the middle of November 2022 through to the middle of December and revised Heads of Terms were subsequently issued from 9 June 2023 to the middle of July 2023 following negotiations with the NFU and LIG. An incentive deadline had also been set as 16 weeks from the date of issue so for some landowners the initial incentive deadline was 3<sup>rd</sup> November 2023 and this was extended to the 17<sup>th</sup> November after requests made by LIG.

4.2 Landowners have signed Heads of Terms but nearly all of them have been signed subject to caveats. Clauses which have been caveated are as follows:

- Blue land
  - Access routes
  - Drainage rights
- Occupiers

### Access Rights

4.3 The Order states that it is seeking the following rights for Access:

*5.12.1 These rights will permit NGET to access land and adjoining land for the purposes of constructing, installing, commissioning, inspecting, surveying, maintaining, repairing, altering, renewing, replacing and removing or decommissioning the electricity infrastructure, and/or the establishment, use and removal of works compounds, together with associated rights.*

*5.12.2 These rights will be required on a permanent basis as they relate to the operation and maintenance of the electricity infrastructure.*

4.3.1. Under the voluntary Heads of Terms questions have been raised over the 'Blue Land' area which is adjoining land to the Order land where both temporary and permanent access rights are being requested. Land area highlighted 'Blue' on some plans has been vast and excessive. It has been stated that access routes are to be annotated brown on the plans.

### Request

**4.3.2 The NFU and LIG would like one to one meetings to take place to start to resolve the excessive areas which have been highlighted in blue on plans for access routes and to enable remedial drainage take place if required.**

### Drainage Rights

4.4 The Order states that it is seeking the following rights for drainage:

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

**Drainage Rights highlighted Appendix2.**

All rights necessary for the purposes of or incidental to the carrying out of de-watering and drainage works and to install, alter, use, maintain, reinstate or remove drainage systems, including to:

- a) access the land and **adjoining land** with or without vehicles, personnel and plant, machinery, apparatus, equipment and materials for such purposes;
- b) protect and prevent damage to or interference with the operation and maintenance of any de-watering and/or drainage works;
- c) prevent and remove any works or use of the land which may interfere with or obstruct the exercise of these Drainage Rights;
- d) make good any damage caused in connection with the exercise of these Drainage Rights; and
- e) carry out any activities ancillary or incidental thereto.

4.4.1. Under the voluntary Heads of Terms questions have been raised over the 'Blue Land' area which is on adjoining land to the Order Land where drainage rights may be requested.

**Request**

**4.4.2 Landowners are still requiring the areas of blue land within the voluntary heads of terms to be agreed, the areas being requested on many plans at the present time are still too excessive. NGET have agreed with LIG that there will be a further review of these plans but this overall review has not been finalised. Clarification is sought as to when will these areas be agreed and plans finalised?**

**4.4.3 In regard to the rights being sought under the Order how do landowners know what area of land is included within "adjoining land"?**

**4.5. Occupiers**

4.5.1. The NFU/LIG have been requesting from the start of negotiations that Occupiers (farm tenants) should be addressed directly by NGET and a voluntary agreement entered into with any Occupiers on the scheme. NFU/LIG have stated that it is not the role of Landowners to carry out negotiations on behalf of NGET to agree to their scheme.

4.5.2 NGET are stating that they need to have visibility of any tenancy agreements to see what is or is not granted to the Landlord and have stated the following in an email to NFU and LIG:

- We do not have visibility of the terms set out in any tenancy agreement thus the responsibility is with the landowner to obtain consent from any occupier (where necessary)
- If the landowner is unable or unwilling to obtain the consent from their tenant:
- We need visibility of the tenancy agreement to understand the terms – this has already been requested and would unlock this matter.

- We need reasonable justification from the landowner as to why they cannot obtain their tenants consent.
- If tenants consent is required and the landlord is unable to obtain this, then National Grid will seek this directly with the tenant for a fee of £500. However, this is on the disclosure of the tenancy agreement which sets out the need for occupier consent.

4.5.3 LIG have provided information through the early Land Information Questionnaire which provides information on tenants/occupiers who are affected by the scheme. Solicitors normally release the information at pre contract enquiries regarding tenancies.

4.5.4 Under the granting of any CPO NGET should be seeking a voluntary agreement. “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.” (“Guidance on compulsory purchase process and the Crichel Down Rules”, Department for Levelling Up, Housing & Communities, July 2019. Paragraph 2).

4.5.5. An email was sent after numerous requests for NGET to address how occupiers would be dealt with under voluntary arrangements on 28<sup>th</sup> September 2023 with the following detail. Under other schemes where developers have been seeking rights for underground electric cables to bring electric on to land from offshore windfarms, developers have negotiated a separate “Occupiers Consent to lay Underground Cables” and a payment was agreed for the tenant on a per linear metre and the payment was subject to a minimum payment. We have a Counsel’s opinion regarding voluntary terms for Occupiers/Tenants and have been advised that unless there are substantial and worthwhile terms and payments offered under a voluntary agreement it is better for a tenant not to sign anything voluntary and for compulsory purchase rules and compensation to apply.

#### **Request**

**4.5.6 The NFU and LIG would like NGET to reconsider how they are going to address the occupiers/tenants affected by the proposed scheme because tenancy agreement will not provide the extensive rights NGET are seeking. NFU and LIG would like NGET to offer an Occupiers Consent with payments to all occupiers affected as set out in the email dated 28<sup>th</sup> September 2023.**

#### **4.6 Option Agreement**

4.6.1 Under the voluntary negotiations the NFU and LIG have been repeatedly asking to see the generic option agreement which will be sent to members and clients solicitors. NGET are refusing to send NFU and LIG a copy of the draft Option agreement.

##### **4.6.2. Request**

**The NFU and LIG would like to see a generic option agreement so that it can be agreed with NGET that all the terms agreed within the Heads of Terms have been incorporated into the draft Option. The NFU and LIG also need to review the other legal wording which did not form part of the heads of terms with clients solicitors. This is very important as the Option will be binding.**

## 5.0 Attenuation Ponds and Dewatering

5.1 The first time NFU and LIG realised that NGET were requiring attenuation ponds was from the planning application plans which identified attenuation ponds. No plans have been sent to landowners identifying the locations of attenuation ponds and no information has been provided by NGET as to why attenuation ponds are necessary for this scheme. Further no information has been provided on how the attenuation ponds will be built and the likely size. No information within the Order can be found relating to Attenuation Ponds.

5.2 NGET in their Statement of Case have stated that the attenuation ponds are an engineering matter and it is not possible or appropriate to confirm the exact locations and design at this stage. The specific information will be provided when all surveys have been completed and NGET holds the correct information to formalise these.

### 5.3 Email 7.11.23 Deborah Turner

- *Ponds – What type of ponds will we have?*
  - *Attenuation Ponds*
    - *Will either be dug into the ground or built up above the surrounding ground (most likely a combination of the two). In some locations these ponds may be lined to prevent groundwater ingress.*
    - *Attenuation ponds will require a pipe and outfall structure allowing water to be discharged, at an agreed rate, to an existing watercourse.*
  - *Infiltration Basins*
    - *Will be designed as a depression in the ground, potentially with a bund around, to allow water to sit and infiltrate back to the ground.*
  - *Direct Outfall*
    - *Pipe / trench from cable swathe to nearest outfall*
  - *A licence will be entered into and a valuation will be discussed at a later date but this is not to hold up the HoTs.*

### Request

**5.4 NFU and LIG would like to know when will Landowners and Occupiers receive information that an attenuation pond will be necessary on their land, a description of the attenuation pond and details of a payment. Further details regarding how water from the attenuation pond will be discharged. Details on where the attenuation ponds will actually be located. Any connections into ditches or drains to be with landowners consent and has a licence been drafted which could be sent to landowners? Are all the attenuation ponds which are needed for the compounds, haul road and the open trenches of temporary nature during construction only? Further details are needed to understand how these attenuation ponds will be reinstated after construction.**

**5.5 It is understood that attenuation ponds are needed for dewatering, along with this further information is requested on how dewatering will take place from the works corridor and how will water be discharged especially in very wet weather conditions. Landowners should be consulted on where water will be discharged to and no water should be discharged on to the adjoining land.**

## 6.0 Cable Depth

6.1 The NFU and LIG have been continuously raising concerns over the depth of the cables being at a standard 900mm from the surface to the top of the protective tile. Concerns have been raised in individual objections and within the NFU/LIG objection. The request is for cables to be at a depth of 1.2m from the surface to the top of the protective tile.

6.2 NGET has responded to the objections stating that “NGET maintains that sufficient engineering surveys have been undertaken and that a burial depth of 900mm would have no greater impact on the land than if a burial depth of 1.20m was adopted. NGET’s position is that the cables will be laid to a minimum depth of 0.9 metres in accordance with the ENA Guidance. Despite this, various parts of the route will have a minimum burial depth of 1.20m in any event”.

6.3 The NFU/LIG have now agreed within the voluntary heads of terms that the cables will have a minimum depth of 1.2m to the protective tile for a stretch of the cable route referred to as category 1 land. But part of the route referred to as category 2 land is still to have the cables at 900mm and the HoTs state “PROVIDED THAT this figure can be departed from where necessary due to agricultural practices on the land or land drainage requirements justifying a greater burial depth”.

6.4 The NFU /LIG have concerns regarding the ENA guidance as this is now believed to be out of date for modern agricultural practices. The guide quotes the following “This depth requirement takes account of the wishes of the National Farmers' Union (NFU), to safeguard farmers and/or employees by minimising the risk of striking cables during their farming activities”. The NFU has not been consulted since 1983 on this document.

6.5 A concern has also been raised regarding the depth of cables and how this will work with in field land drainage. Agents have been stating that they need to understand any drainage design/scheme and how this will work with or influence cable depth.

6.6 The NFU/LIG strongly believes that from the work that it has undertaken on other electric underground major infrastructure schemes that to be able to avoid interference with normal agricultural operations that cables of this size now need to be at a depth of 1.2m and should only be shallower than this if there is an engineering reason like cables are being laid above rock. The depth of 1.2m has now been agreed on multiple schemes.

## Request

**6.7 The NFU/LIG request that all cables are laid to contour at a depth of not less than 1.2m from the restored surface level including the category 2 land. That this can only be departed from due to good engineering reasons and if utilities need to be crossed then discussions should take place but in most cases it is assumed that the cables will go under utilities, ditches and drains.**

**6.8 The Construction Best practice for Underground Cable Installation states that landowner consent will be sought where it is necessary to go shallower due to engineering reasons. How will landowners consent/agreement be obtained?**

## 7.0 Survey Works

7.1 The NFU and LIG are concerned that the extent of ground investigation (GI) works on the cable route seems to have been quite limited. There have been walkover surveys as well as trial pits and boreholes, some with piezos, but not that many or any other GI works. There is concern that with the limited information available from the surveys that they have carried out, do NGET have confidence that this route is workable? It is understood that Landfall is always 'challenging' but inland, there is a concern that the route at Wansford and Kiplingcotes has not been properly investigated by technical surveys to see if it will 'work' to be able to lay cables and associated infrastructure. There were two possible routes highlighted at Kiplingcotes until the beginning of February when LIG were informed that the Western Leg was the preferred route.

7.2 Two clients of Dee Atkinson Harrison, the **Golden Hill Club** and **Mr and Mrs Nichols** both own parts of the River Hull (SSSI) at the Wansford location and are only aware of one borehole having been drilled in Mr & Mrs Nichol's land during the hottest summer on record. These clients believe that NGET have not carried out the ground investigation works which it should have done at this location in order to prepare for this Compulsory Purchase application. This location which has been identified as one of the most 'challenging' parts of the route to cross (a road, a canal, a field and a river with artesian ground water. The river is a SSSI). Apparently, no further surveys will be undertaken until September this year, 2024.

7.3 It is felt until these surveys have been carried out NGET does not have the information required to agree a voluntary agreement with these Landowners who are willing in principle to enter into a voluntary agreement and so the use of Compulsory Purchase powers at this time would be premature. Due to NFU and LIG acting for many members and clients on a neighbouring underground cabling scheme, the Dogger Bank South Project, that PEIR has highlighted that a crossing at the point NGET is looking at has been disregarded. Please see the extract below.

# RWE

Dogger Bank South Offshore Wind Farms

## 4.13.3. Review of the Onshore Export Cable Corridor Short List

### 4.13.3.1. Wansford and A1147 Pinch Points

96. Following further engineering assessment an additional pinch point was identified at Wansford. At Wansford the crossing of the River Hull, Driffield Canal and Main Drain is impacted by the shallow chalk aquifer with artesian groundwater expected at this location (i.e. the groundwater is under pressure and HDD would risk flooding the local area). Detailed intrusive and geophysical investigation would be required to confirm feasibility. Even if the crossing was feasible, it would likely require 24 hour work in close proximity to residential properties. It was deemed this crossing would be too complex and therefore all onshore export cable corridors associated with this pinch point were not taken forward.

#### Request

**7.4 The NFU and LIG would like confirmation that NGET have carried out the required GI surveys to be able to confirm to the Inspector that the corridor they are seeking rights over is the correct location. Without having carried out the necessary GI surveys how does NGET know it can lay the cable in the location highlighted within the red line boundary?**

## 8.0 Agricultural Liaison Officer (ALO)

8.1 An ALO is mentioned in the outline CEMP at 18.3.5 but this does not clearly set out in enough detail the roles that are to be carried out by an ALO to make sure that landowners and tenants understand what is happening with construction and how they will be able to carry on with farming operations. Further, no detail of the ALOs experience or roles during construction has been highlighted in the voluntary Heads of Terms; all that is stated is that the ALO will be the prime contact for ongoing engagement about practical matters before and during the construction process.

#### Request

**8.2 It is essential that details of what the ALO will do and what is expected of the ALO are set out clearly within the CEMP including that the ALO has relevant agricultural experience.**

## 9.0 Field Drainage

9.1 Land drainage is one of the main issues which landowners and occupiers are concerned about on this scheme. The Environmental Statement in the Agriculture and Soils section only states the following “Any land drainage installed for the scheme and any drainage impacted by the scheme, will be installed and reinstated as per agreement between NGET and each individual landowner preconstruction”. The ‘Project Description’ states that land drains will be sealed upslope and downslope where they are crossed by the English Onshore Scheme and care will be taken to ensure that the land will not become waterlogged or flooded as a result. Where new field drains or sections of field drains are installed these will be done so in line with good construction practice.

9.2 Further wording has been agreed within the HoTs under the voluntary agreement but there is still a lack of detail on the strategy that will be followed for the pre- and post-construction of drainage.

9.3 In the “Construction Best Practice for Underground Cable Installation *it states that Post construction maintenance is the responsibility of the landowner following expiry of the contractor liability period*”. What is the contractors liability period?

9.4 LDCL have as far as NFU and LIG know been appointed as the drainage consultants to carry out initial drainage surveys to inform the pre and post drainage schemes. LDCL has met on site with many of the landowners and occupiers affected to carry out surveys to find out more information about the drainage on the proposed route.

### Request

**9.5 The NFU and LIG are seeking detail of exactly how field drainage will be dealt with pre and post scheme. Clarity is required of the strategy to be undertaken and how this is fixed within the Order. It is stated that landowners can make representations to a drainage consultant but how does a landowner make sure that the representations are taken forward and implemented. How is liaison going to be carried out between the drainage consultant, the suitably qualified drainage contractors and the landowners/occupiers? The Landowners/occupiers will need their own drainage consultant to look over any proposed drainage plans and the fees incurred for this will need to be covered by NGET.**

**9.6 Are LDCL drainage consultants going to stay as the drainage consultant through out the works and post works? Is there to be a different drainage contractor carrying out the work? Are LDCL is being asked by NGET to prepare a report on pre and post drainage requirements.**

**9.7 Due to the lack of information coming forward to date on land drains it is really important that landowners and occupiers understand how the work identified in the Construction best practice will be carried out and agreed.**

## 10.0 Soils – Management and Reinstatement

10.1 The treatment and reinstatement of soil during and after construction is another major concern for landowners and tenants. It is noted that an Outline Soil Management Plan has been submitted as part of the planning application for SEGL2. Limited detail has been provided to landowners and occupiers. Detail is required as to how NGET will reinstate the soil and carry out aftercare to make sure that the soil can be reinstated to its preconstruction condition so that land can be returned to agriculture as soon as possible.

10.2 The planning documents do state that no development shall take place on site until a Construction Environmental Management Plan (CEMP) incorporating the provisions of the submitted outline CEMP has been submitted to the Local Planning Authority and approved. It does state that the CEMP will include a Soil Management Plan to be informed by pre-construction soil surveys. It is also stated that there is to be Land Restoration Scheme. No information has been forthcoming to explain how soil will be reinstated and the measures that will be put in place to bring the soil back to its condition and quality before the works took place, and especially the detail within the after-care plan. The NFU and LIG on other schemes have agreed wording that has been included within the outline CEMP on soils, this provides clarity to landowners and tenants as to what will be carried out and what they can expect as to how soils will be treated during construction and reinstated once the construction is completed. The NFU and LIG would like to know how this is to be secured within the Order.

10.3 The Construction Best Practice states that the soil will be reinstated to a pre-works condition as far as reasonably possible having carried out a photographic pre-entry schedule of condition by an ALO. Detailed wording to cover what should be included in a pre-entry schedule of condition and pre-entry soil statement has been agreed in the voluntary heads of terms and as stated above NFU and LIG would like to see this wording included in the outline CEMP.

10.4 Further the only other wording within Construction Best Practice document on soils is that topsoil and sub soil will be stored separately, the height of topsoil bunds restricted to reduce compaction and soil stripping will only take place on the construction area.

### Request

**10.5 Landowners and occupiers are seeking reassurance as to how soils will be managed during construction and reinstated to their condition pre- works.**

**10.6 It is agreed that a photographic record of condition will need to be carried out, but a pre-construction soil statement will also need to be carried out so that the contractors carrying out the works know what condition the soil was in before works started.**

**10.7 The NFU and agents would also like to see NGET appointing a soil specialist to manage soil handling during the works and have the necessary input into the reinstatement. The wording that the NFU would like to see included is set out in the Interface Document which also covers work**

during wet weather conditions, treatment of topsoil bunds, water discharge, weed growth and after reinstatement how soil testing should be carried out to inform aftercare of the soils to restore the soil to the pre soil works condition. The NFU would like to see aftercare being carried out for 5 years if necessary.

**10.8** The wording that the NFU and agents would like to see included in the heads of terms and/or within the Best Practice document is included in the Interface Document submitted by the NFU with the Objection.

## 11.0 CPO Boundaries

11.1. The NFU and LIG are concerned that redline boundaries highlighted within the Order do not correspond to boundaries which have been agreed under negotiation. It is imperative that the the redline boundary within the CPO is amended accordingly.

### Request

**11.2.** The NFU and LIG would like confirmation as to when this change be undertaken.

## 12.0 Specific Matters

### 12.1. Andrew Soanes of Wallis Grange, Kiplingcotes – Agent Ulllyotts

12.1.1 National Grid Electricity Transmission Plc (“NGET”) are seeking temporary access rights over plots 22/635, 22/636, 22/638, 22/639, 22/640. The rights over these plots will be used to create an offline haul road linking the construction haul road at either side of Kiplingcotes. The Landowner’s agent, Tom Julian of Ulllyotts, formally submitted an objection to the inclusion of rights over these plots within the CPO on 10 October 2023.

12.1.2 The plots referred to form a section of the Landowner’s private farm access road (“the Access”) running south from the Kiplingcotes Road and is the sole route of access to the Landowner’s property, and home. The Access serves three residential dwellings, the farmstead where the Landowner operates part of their farming enterprise from and approximately 160Ha of agricultural land. Should the rights be granted they will cause significant disruption to the use of a private access road. Further to this a safety concern is raised due the Access being the only point of entry to the Landowner’s property, should access be prevented by NGET when emergency services require entry, or for another time critical matter, the consequences could dire.

12.1.3 The Landowner’s objection to the inclusion of the Access within the NGET’s plans was first raised in 2022 with Fisher German (“FG”) when the planning application was submitted. No productive discussions followed this objection despite following it up both by email and verbally with FG.

12.1.4 At various points during 2023 detail was requested from FG on what alternative routes had been considered, what the level of access might be and the duration of access etc. On 18 October 2023 an explanation was received from FG that an alternative access route parallel to the Access was impractical due to position of local nature reserves and nearby scheduled monuments. The CPO Statement of Reasons contradicts this explanation due to the inclusion of what is referred to as the 'Kiplingcotes Option' in section 3.25 and 3.26. This area of the route is one of only three areas where there is optionality to the proposed construction methods. Section 3.26 of the Statement of Reasons states that "an alternative has been identified to the east that would permit an open cut (or shorter trenchless) crossing (in Plots 22/651, 22/665, 22/643, 22/644, 22/642,22/641, 22/641a, 22/634c, 22/654)". The open cut referred to would likely require a haul road along its length therefore an alternative route, other than the Access, is possible at this location. One other alternative was explained to have been considered which would utilise an existing access which runs east-west to Kiplingcotes Lane, immediately north of Kiplingcotes Station.

12.1.5 At a meeting held 16 November 2023 with FG and a NGET engineer the access proposals were discussed in more detail. Alternative suggestions were provided by the Landowner and Ulllyotts to NGET which would allow access to be taken onto Kiplingcotes Lane to the west and the public highway then utilised from that point until joining the haul road to the north of the Landowner's property at plot 22/650. It was agreed that the NGET team would discuss these alternatives with East Riding of Yorkshire Council highways department and then revert Ulllyotts and the Landowner. No responses from the highways department have ever been provided following this meeting which would suggest that the alternatives proposed have not yet been fully considered. The only comment received following the meeting were general concerns from NGET that an amendment to the planning permission changing the access route would result in objections from the public on the basis that there would be more vehicle movements on the public highway.

### Request

**12.1.6 We ask that NGET are required to fully investigate alternatives to the use of the Access and undertake discussions with East Riding of Yorkshire Council highways department, specifically considering the possibility of NGET traffic utilising Kiplingcotes Lane and Kiplingcotes Road between the road crossing point at plot 22/628 and 22/650, rather than the Access. Following these discussions NGET should re-consult with the Landowner and Ulllyotts.**

### **12.2. The Rt Hon Henry Durand Baron Hotham, The Hon William Beaumont and the Rt Hon Alexandra Mary Hotham – Agent ADAS Rural**

12.2.1. NGET are seeking temporary rights over plots 22/648, 22/649a, 22/649, 22/650. The rights over these plots will be used to create a construction compound on the offline haul road linking the construction haul road at either side of Kiplingcotes.

12.2.2 At various times throughout 2022 and 2023 and more lately on 2<sup>nd</sup> February 2024 the Landowner has raised concerns with regard to the suitability of the area of land due to the topography, soil structure and the propensity for the area to flood. Details on construction, and in

particular how the compound is to be constructed in light of the soil conditions and the management of water have not been provided. Following NGET confirming the chosen route for the cable route at Kiplingcotes is the western route the location of the compound is even less appropriate now being approx. 375m from the working corridor.

### **Request**

**12.2.3 We ask that NGET are required to investigate more suitable locations following NGET decision to route the cable via the western route. These locations are to be in consultation with the Landowner and their Agent.**

### **12.4 Mr C Drysdale – Agent Dee Atkinson & Harrison.**

12.4.1 Mr Drysdale has had very little response to date from NGET in response to his concerns regarding the impact of the works on his home and business. Mr Drysdale's property is served by a private water supply (a borehole). NG have stated that as the HDD is 100m away from the borehole that it is unlikely the supply will be affected. The borehole draws in water from a large area so Mr Drysdale does not accept this statement.

### **Request**

**12.4.2 Mr Drysdale requires a commitment from NGET that a plan is put in place to allow access for Mr & Mrs Drysdale to their home and for customers/deliveries etc to their business. Whilst NGET state that this part of the route will be HDD'd Mr Drysdale is still concerned if there will be any road closures in the area. Can NG confirm this one way or another?**

**12.4.3 Mr Drysdale requires a commitment from NGET that the water quality from the borehole will be monitored before, during and for an agreed period after the works as it can take time for contaminated matter to reach a water supply.**

## **13.0 Conclusion**

13.1 The NFU and LIG acting at the present time object to NGET being granted compulsory powers to carry out the proposed SEGL 2 scheme including all land and rights required until NGET has engaged and provided the necessary information which landowners, farmers, agents acting and the NFU are seeking.

**Annex 1 – Landowners and Occupiers affected by the Scheme**

<b>Landowner/occupier</b>	<b>Acting Agent</b>	<b>NFU Member</b>
DC & RE Byass	Dee Atkinson & Harrison	Yes
J Clarkson	Dee Atkinson & Harrison	Yes
Mr & Mrs Prescott	Dee Atkinson & Harrison	Yes
J C & R S Norman	Dee Atkinson & Harrison	Yes
A Marr	Dee Atkinson & Harrison	Yes
Lord Manton	Dee Atkinson & Harrison	Yes
P R Sawyer	Dee Atkinson & Harrison	Yes
R Pexton & Son	Dee Atkinson & Harrison	Yes
Mr A Blacker	Dee Atkinson & Harrison	Yes
T E Richardson & Co Ltd	Dee Atkinson & Harrison	Yes
Trusttes of the Golden Hill Club	Dee Atkinson & Harrison	No
Mr and Mrs Nichols	Dee Atkinson & Harrison	No
Mr Drysdale	Dee Atkinson & Harrison	No
G L Riby	Cranswicks	Yes
G Shephard	Cranswicks	Yes
N R Jackson Ltd	Cranswicks	Yes
S H Barmby	Cranswicks	Yes
C & I Wade	Cranswicks	Yes
Glendon Estates	Cranswicks	No
D Allison	Cranswicks	No
J Story	Cranswicks	No
CR Wright & Son	Screecons	Yes
CM Walker	Screecons	No
Hotham Farm Partnership and The Hotham Family Trust	ADAS Rural	Yes

Mark Roper	Leonards	Yes
Mark Laverack	Clubleys	Yes
G Lightowler Dec'd	Clubleys	
Peter & Mary Kealey	Clubleys	
Nicola Whitfield	Clubleys	No
David Hiles	Clubleys	No
John Wright	Clubleys	Yes
Tommy Hawcroft	Clubleys	No
David Thompson	Clubleys	Yes

<b>Landowner/occupier</b>	<b>Acting Agent</b>	<b>NFU Member</b>
David Jackson	Clubleys	Yes
John Faulkner	Clubleys	No
Chris and Simon Stephenson	Clubleys	Yes
Simon Ward	Clubleys	No
R C & J Bell	Hornseys	Yes
R C Hall & P J O Hall (executors of R Hall)	Hornseys	Yes
C G Kendall Ltd	Hornseys	Yes
M E & C Payne	Hornseys	Yes
R & M Rawson	Hornseys	Yes
RC & J C Rook	Hornseys	Yes
Robert Rook Estates Ltd	Hornseys	Yes
J A Southwell	Hornseys	Yes
J H Tennant Limited	Ulllyotts	Yes
E Falkingham & Sons	Ulllyotts	No
Martyn Nicholson	Ulllyotts	No

Richard Thornhill	Ulllyotts	Yes
Roger Thornhill	Ulllyotts	Yes
John Wresdell	Ulllyotts	Yes
Driffield Navigation Trust	Ulllyotts	No
Andrew Dixon	Ulllyotts	Yes
Andrew Ulliott	Ulllyotts	No
Janette Minns	Ulllyotts	No
Jill Shipley	Ulllyotts	No
Jeremy and Carol Shipley	Ulllyotts	Yes
Stephen Moate	Ulllyotts	Yes
William Hall	Ulllyotts	Yes
Andrew Soanes	Ulllyotts	Yes
Alan Marsland	Ulllyotts	Yes
Keith Holmes	Ulllyotts	Yes
S P & L M Mason	Alnwick FPC	Yes
The Executors of GT Conner	Alnwick FPC	Yes