

LAND AND NEGOTIATIONS

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

**SUMMARY STATEMENT
SUMMARY 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 have 10 years of experience on large scale infrastructure schemes.

1.2 I set out my roles and qualifications in section 1 of my evidence.

2. INTRODUCTION AND SCOPE OF EVIDENCE

2.1 My evidence will explain the strategy for the acquisition of land rights and engagement with stakeholders, and the current status of negotiations.

2.2 My 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.

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**).

3.2 The Order Land comprises approximately 69km of HVDC cable route running from Fraisthorpe Beach to Drax, where the Order includes land to construct and operate a converter station. There is a 500m length of HVAC cable included in the Order Land, between the proposed converter station and 400kV substation at Drax.

4. NEED FOR THE ORDER LAND

4.1 The Order Land comprises all land and rights required for the construction, operation, repair, maintenance and decommissioning of the Project.

4.2 NGET is taking a proportionate approach to land acquisition. The only freehold acquisition required is as follows:

4.2.1 freehold acquisition of the Converter Station Land (Plots 1/7); and

4.2.2 freehold acquisition of the Biodiversity Net Gain and Landscaping Land (Plots 1/7a, 1/15a/ 1/16a and 1/17a).

4.3 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. The rights packages are summarised in my evidence.

4.4 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.

5. ACQUISITION STRATEGY

5.1 In section 5 of my evidence I set out NGET’s acquisition strategy, detailing the approach to seeking voluntary land rights and that as part of this strategy, draft Heads of Terms were provided to each landowner alongside its Construction Best Practice For Underground Cable Installation (**CD F.5**).

5.2 NGET appointed Fisher German as its land agent to assist with engagement with landowners and the Heads of Terms.

6. STATUS OF NEGOTIATIONS

6.1 In section 6 of my evidence I provide a summary of engagement to date, key stages and timelines of landowner interaction and detail related to negotiation of Heads of Terms and NGET's broader attempts to negotiate with landowners.

6.2 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.

Assistance and Commitments

6.3 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. NGET will seek to minimise the impact on farming operations on the retained land where possible. As per NGET's Construction Best Practice, 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.

6.4 With regards to drainage, NGET has committed to:

6.4.1 employing suitably qualified consultants to carry out a pre and post construction drainage assessment;

6.4.2 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;

6.4.3 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; and

6.4.4 refer the decision to an independent expert in the event the parties fail to reach an agreement on drainage.

6.5 The position proposed in the Heads of Terms assures 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.

6.6 Following concerns raised by landowners in their objections around cable depths and drainage, NGET have employed LDCL to assess the soils and drainage of the cable route to assist with progressing private agreements.

7. COMPLIANCE WITH CPO GUIDANCE

7.1 In section 7 of my evidence I explain and demonstrate how the CPO Guidance (**CD B.6**) has been complied with and that NGET's approach to voluntary negotiations and compulsory acquisition is in accordance with the CPO Guidance.

8. CONSIDERATION OF OBJECTIONS RECEIVED

8.1 In section 8 of my evidence I provide an update to the status of each objection and ongoing negotiations. This also detailed where Heads of Terms have been signed and provides updates in respect of Statement's of Common Ground.

8.2 I go on to address OBJ9 submitted by the NFU and LIG. 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 been provided and as noted in the NFU's Statement of Case, they do not act for any landowners directly.

9. PUBLIC OPEN SPACE CERTIFICATE

9.1 The Secretary of State has published a 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.

9.2 The certificate 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 of my evidence. 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.

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.

11. DECLARATION

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

Camilla Horsfall

16th February 2024