

FAO: Department for Environment, Food and Rural Affairs,  
Common Land Casework,  
The Planning Inspectorate 3F,  
Hawk Wing Temple,  
Quay House,  
2 The Square,  
Bristol  
BS1 6PN

Your reference

Our reference

AM/AM/80035/120098  
UKM/201977338.1

29 May 2025

By  
commonlandcasework@planninginspectorate.gov.uk

Email:

**The National Grid Electricity Transmissions Plc (Cotswolds Visual Impact Provision)  
Compulsory Purchase Order 2025**

Dear Sirs,

Background

1. We, DLA Piper UK LLP, are writing on behalf of National Grid Electricity Transmission Plc ("**NGET**") who made the National Grid Electricity Transmission Plc (Cotswolds Visual Impact Provision) Compulsory Purchase Order 2025 ("**CPO**") on 8 April 2025. It is about to submit this order to the Secretary of State for Energy Security and Net Zero for confirmation, and if confirmed, the CPO will authorise NGET to purchase compulsorily the land and new rights for the purpose of replacing approximately 7 kilometres of the existing overhead electricity line and 18 pylons in the Cotswolds National Landscape with an underground cable and associated terminal pylons and sealing end compounds, together with works to expand the existing NGET substation in Melksham, Wiltshire to allow for the siting of a new shunt reactor. These works are to facilitate delivery of the Cotswolds Visual Impact Provision Project which seeks to reduce the visual impact of electricity infrastructure on the Cotswolds National Landscape. A copy of the CPO, its accompanying schedule and the order map are enclosed with this letter.
2. This letter is an application to the Secretary of State for Environment, Food and Rural Affairs ("**Secretary of State**") made pursuant to paragraph 6(1)(a) of Schedule 3 to the Acquisition of Land Act 1981 ("**Act**") in relation to rights in common land which are authorised to be purchased compulsorily pursuant to the CPO.
3. This application is made in accordance with the guidance issued by the Ministry of Housing, Communities & Local Government "Guidance on the Compulsory Purchase Process" issued in October 2024.

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## Statutory Framework

4. Rights in land which is "*subject to be enclosed under the Inclosure Acts 1845 to 1882 and any town or village green*" and are included in a compulsory purchase order will be subject to the provisions of the Statutory Order (Special Procedure Act) 1945 and laid before Parliament unless the Secretary of State provides a certificate pursuant to paragraph 6 of Schedule 3 to the Act.

The relevant provision of the Act for the purposes of this application is paragraph 6(1)(a) of Schedule 3 which provides as follows:

*6. (1) In so far as a compulsory purchase order authorises the acquisition of a right over land forming part of a common, open space or fuel or field garden allotment, it shall be subject to special parliamentary procedure unless the Secretary of State is satisfied—*

*(a) that the land, when burdened with that right, will be no less advantageous to those persons in whom it is vested and other persons, if any, entitled to rights of common or other rights, and to the public, than it was before...*

*and certifies accordingly.*

## Common Land within the Order Land

5. The land to which this application relates is part of Cleeve Common (register unit number CL20), located to the east of Cheltenham, Gloucestershire and which is subject to the Commons Regulation (Cleeve) Provisional Order Confirmation Act 1890. As such, it constitutes common land pursuant to section 19(4) of the Act. As set out in the Schedule to the CPO (and reproduced below), Electricity Infrastructure Construction, Overhead Line Removal, and High Voltage Alternating Current (HVAC) Rights are sought in respect of part of the common land. These rights are defined in detail within the CPO and the relevant land is identified as plot numbers 04-010 (6277 square metres) and 06-002 (1803 square metres) on the accompanying Special Category Land Map (enclosed).

<b>Electricity Infrastructure Construction Rights</b>	<p>All rights necessary for the purposes of or incidental to the construction, installation and commissioning of the electricity infrastructure, including to:</p> <ul style="list-style-type: none"> <li>a) excavate, construct and install the electricity infrastructure in, on, under or over the land, including using trenchless techniques such as horizontal directional drilling and ducting;</li> <li>b) test and commission the electricity infrastructure installed in, on, under or over the land and to remedy initial faults and defects in it at any time prior to the date on which it is energised and ready for commercial operation;</li> <li>c) energise and commercially operate the electricity infrastructure for a period of no more than four months following initial commercial operation;</li> <li>d) enter the land and carry out surveys and investigations, including aerial surveys (including the right to fly an unmanned aircraft over the land and to enter and retrieve and recover any such unmanned aircraft from the land);</li> </ul>
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	<ul style="list-style-type: none"> <li>e) carry out archaeological works and environmental and/or ecological mitigation and/or works with or without vehicles plant and equipment;</li> <li>f) carry out works required or permitted by a planning permission and/or consent or licences;</li> <li>g) erect and remove fencing, scaffolding, hoardings or signage or otherwise secure the compound;</li> <li>h) store and stockpile and where necessary use, manage and process plant, machinery, apparatus, and materials (including excavated material) and/or equipment;</li> <li>i) access the land and adjoining land with or without vehicles, personnel and plant, machinery, apparatus, equipment and materials for such purposes;</li> <li>j) construct, lay down, use and remove access roads and work areas including any bellmouths, necessary bridging, culverting or diversion of water courses and drains, carrying out security operations, carrying out earth works, modifying road verges and junctions and installing, using, altering, diverting, and removing services and utilities;</li> <li>k) carry out de-watering and drainage works and install, alter, reinstate or remove land drainage systems;</li> <li>l) discharge water into existing drains and watercourses;</li> <li>m) protect and prevent damage to or interference with the electricity infrastructure and the construction of the same;</li> <li>n) fell, trim or lop trees, shrubs, hedges, bushes and vegetation and to remove or alter any and all walls, fences or any other structures or erections on the land which may damage, obstruct or interfere with the exercise of these Electricity Infrastructure Construction Rights with or without vehicles plant and equipment;</li> <li>o) all necessary rights of support for the electricity infrastructure;</li> <li>p) erect, create, use and remove welfare facilities including portable toilets, portable cabins and offices and electricity generators;</li> <li>q) install, use and remove artificial lighting;</li> <li>r) install and remove protection measures for third party structures / assets, including scaffolding;</li> <li>s) install, use, alter, divert and remove services and utilities;</li> <li>t) make good any damage caused in connection with the exercise of these Electricity Infrastructure Construction Rights;</li> <li>u) reinstate the land and to monitor reinstatement works; and</li> <li>v) carry out any activities ancillary or incidental thereto,</li> </ul>
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	and rights to prevent and remove any works or use of the land which may interfere with or obstruct such access or the exercise of these Electricity Infrastructure Construction Rights.
<b>High Voltage Alternating Current (HVAC)</b>	<p>All rights necessary for the purposes of or incidental to the retention, commissioning, operation, protection, inspection, maintenance, surveying, repair, alteration, renewal, replacement, removal and decommissioning of the electricity infrastructure, including to:</p> <ul style="list-style-type: none"> <li>a) access the land and adjoining land with or without vehicles, personnel and plant, machinery, apparatus, equipment and materials for such purposes;</li> <li>b) carry out works to facilitate such access, including to construct, lay down, use and remove access roads including any temporary roads, bridging, culverting or diversion of watercourses and drains, removing and erecting fencing/gates, carrying out security operations, carrying out earth works, altering the level of land, removing buildings or structures or apparatus, modifying road verges and junctions and installing, using, altering, diverting, protecting and removing services and utilities;</li> <li>c) use horizontal directional drilling and ducting, where appropriate, for the installation of the electricity infrastructure;</li> <li>d) carry out de-watering and drainage works and install, alter, reinstate or remove land drainage systems;</li> <li>e) discharge water into existing drains and watercourses;</li> <li>f) install and remove protection measures for third party structures/assets, including scaffolding;</li> <li>g) divert and remove services and utilities;</li> <li>h) all necessary rights of support for the electricity infrastructure;</li> <li>i) enter the land and carry out surveys and investigations, including aerial surveys (including the right to fly an unmanned aircraft over the land and to enter and retrieve and recover any such unmanned aircraft from the land);</li> <li>j) protect and prevent damage to or interference with the operation and maintenance of the electricity infrastructure;</li> <li>k) fell, trim or lop trees, shrubs, hedges, bushes and vegetation and to remove or alter any and all walls, fences or any other structures or erections on the land which may damage, obstruct or interfere with the electricity infrastructure with or without vehicles plant and equipment;</li> <li>l) with or without vehicles plant and equipment to carry out mitigation planting and monitoring;</li> <li>m) fence, erect hoardings, scaffolding or signage or otherwise secure the requisite compound;</li> </ul>

	<p>n) prevent changes to the use, or level of the surface of, the land;</p> <p>o) make good any damage caused in connection with the exercise of these HVAC Rights; and</p> <p>p) carry out any activities ancillary or incidental thereto.</p> <p>and rights to prevent and remove any works, obstacles or use of the land which may interfere with or obstruct such access or the exercise of these HVAC Rights.</p> <p>The HVAC Rights may be acquired over such part of the Order Land plots described in Table 1 of Schedule 1 to the Order as may be necessary PROVIDED THAT the 'rights corridor' within which the HVAC Rights shall be acquired shall not exceed 40 metres in width.</p> <p>AND PROVIDED FURTHER THAT the width restrictions above shall not apply to the acquisition of the access rights described at paragraph a) and c) above, which rights may be acquired over such part of the Order Land plots described in Table 1 of Schedule 1 to the Order as may be necessary.</p>
<b>Overhead Line Removal Rights</b>	<p>All rights necessary for the purposes of or incidental to the dismantling, removal and decommissioning of the electric lines, including to:</p> <p>a) install and remove protection measures for third party structures/assets, including scaffolding;</p> <p>b) enter the land and carry out surveys and investigations, including aerial surveys (including the right to fly an unmanned aircraft over the land and to enter and retrieve and recover any such unmanned aircraft from the land);</p> <p>c) carry out archaeological works, environmental and/or ecological mitigation and/or works (including mitigation planting) and associated monitoring and maintenance;</p> <p>d) carry out works required or permitted by a planning permission and/or consent or licences;</p> <p>e) erect and remove fencing, scaffolding, hoardings or signage or otherwise secure the requisite compound;</p> <p>f) store and stockpile and where necessary use, manage and process plant, machinery, apparatus, and materials (including excavated material) and/or equipment;</p> <p>g) access the land and adjoining land with or without vehicles, personnel, plant, machinery, apparatus, equipment and materials for such purposes;</p> <p>h) carry out works to facilitate such access, including to construct, lay down, use and remove access roads including any bellmouths, temporary roads, necessary bridging, culverting or diversion of water courses and drains, removing and erecting fencing/gates, carrying out security operations, carrying out earth works, altering the level of land, removing buildings or structures or apparatus, modifying road</p>

	<p>verges and junctions and installing, using, altering, diverting, protecting and removing services and utilities;</p> <p>i) carry out de-watering and drainage works and install, alter, reinstate or remove land drainage systems;</p> <p>j) discharge water into existing drains and watercourses;</p> <p>k) fell, trim or lop trees, shrubs, hedges, bushes and vegetation and to remove and alter any and all walls, fences or any other structures which may damage, obstruct or interfere with these Overhead Line Removal Rights;</p> <p>l) bring onto the land, position and swing the jib of a crane loaded or unloaded through the airspace above the land for the purposes of removing machinery and equipment;</p> <p>m) erect, create, use and remove welfare facilities including portable toilets, portable cabins and offices and electricity generators;</p> <p>n) install, use and remove artificial lighting;</p> <p>o) install, use, alter, divert and remove services and utilities;</p> <p>p) prevent changes to the use, or level of the surface of, the land;</p> <p>q) reinstate the land and monitor the reinstatement works;</p> <p>r) make good any damage caused in connection with the exercise of these Overhead Line Removal Rights; and</p> <p>s) carry out any activities ancillary or incidental thereto,</p> <p>and rights to prevent and remove any works or use of the land which may interfere with or obstruct such access or the exercise of these Overhead Line Removal Rights.</p>
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6. NGET is aware that Cleeve Common is subject to 30 registered rights to graze sheep, cattle and other animals between the months of April and November, as detailed in the register. NGET has been in regular communication with the conservators of Cleeve Common who have informed NGET that there are currently two active commoners who graze animals on the common land. It is also understood that the inhabitants of the village, Bishops Cleeve, have rights of access across the common land.
7. In order for NGET to carry out the works pursuant to these rights, the consent of the conservators of Cleeve Common is required pursuant to the Commons Regulation (Cleeve) Provisional Order Confirmation Act 1890 and its associated byelaws. Consent was granted on 19 November 2024. NGET was also granted Section 38 consent under the Commons Act 2006 on 4 March 2025.

### Certification

8. The Overhead Line Removal Rights are only required for a temporary period for removal of the existing overhead line, affect only a limited part of the total common land in the area and ultimately result in the removal of the existing overhead lines and pylons. Electricity Infrastructure Construction Rights are also only required for a temporary period in order to enable the installation of the cables and associated infrastructure. The HVAC Rights are required in order to enable their operation and affect only a limited part of the total common land in area.
9. The land will be no less advantageous to those persons in whom it is vested, those entitled to rights of common or other rights, and to the public, than it was prior to the acquisition of these rights. This is set out in further detail below.

### Persons in whom the land is vested

10. Cleeve Common is owned by Mr Peter Neil Robson, Mr Phillip Alan Mark Robson and Cleeve Common Trust. The owners keep and manage the common land and graze a flock of Belted Galloway cattle. The rights over the land to which this application relates will not interfere with the owners' existing use of the common land. This is because the narrow strip of land over which rights are sought is not used for grazing, a fact which has been confirmed by Cleeve Common Trust and verified by NGET from their numerous site visits, nor is it used for any other purpose related to managing or maintaining the common land.
11. Whilst NGET understands from the Cleeve Common Trust that cattle are taken for vaccinations through the area where the rights are proposed to be acquired to a special holding pen, NGET has been in discussions with Cleeve Common Trust as to how to best manage this whilst works are being undertaken and to ensure that the proposed works do not cause any financial loss to those exercising grazing rights. Moreover, NGET are currently in discussions with Cleeve Common Trust regarding the provision of a new cattle handling area in the west of the common land which is to replace the current hold which, NGET understands, is in a disadvantageous location and is in need of repair.
12. Once the works are complete, there will be no permanent physical infrastructure above ground level on the common land that would restrict or interfere with the owners' use and management of the land. The underground cables will not affect grazing or land management activities, and there will be no permanent fencing or other restrictions. Any future maintenance requirements will be minimal, temporary in nature and only in respect of the narrow strip of the common over which the rights are sought, allowing for continuous use of the land by its owners except during these brief maintenance periods.
13. As such, the land will be no less advantageous to the parties in whom the land is vested than it would be prior to the acquisition of the new rights.

### Those entitled to rights of common or other rights

14. As mentioned, NGET understands that there are currently only two active commoners who graze animals on the common land. The rights will not interfere with nor adversely impact the ability of commoners to exercise their grazing rights over the common land nor cause any financial loss to rights holders. As set out at paragraph 10 above, this is because the relevant land is not used for grazing and NGET has taken steps to provide benefits to those with rights of common, including the aforementioned provision of a new handling area. NGET has also offered to reinstate and improve the stone walls which are proposed to be removed to carry out the works pursuant to the rights. Discussions between NGET and Cleeve Common Trust regarding these improvements are ongoing.



15. In addition, the new rights will not have a material impact on those with rights of access across the common land which NGET understands to be the inhabitants of the village, Bishops Cleeve. They will be temporarily prevented from accessing the narrow strip of common land shown while vehicles cross. It is proposed that NGET's contractors will utilise traffic lights to cross the common using the haul road where indicated on the map. This is to ensure the safety of its staff, contractors and the public. In such circumstances, there may be a slight delay to those with rights of access crossing the relevant area of common land. However, this impact will be temporary and restricted to the haul road and the narrow strip of land where works are to be carried out. Furthermore, rights of access to the wider common land will be maintained throughout.
16. Furthermore, following completion of construction works, there will be no permanent physical restrictions preventing commoners from exercising their rights over the common land. The underground cables will not affect grazing activities, and there will be no permanent fencing or other infrastructure that would impede access. Any future maintenance requirements will be infrequent and temporary in nature, allowing for the uninterrupted exercise of common rights except during these brief maintenance periods and only in respect of the narrow strip over which the rights are sought.
17. It is for the above reasons that the land will be no less advantageous to those entitled to rights of common or other rights than it was before.

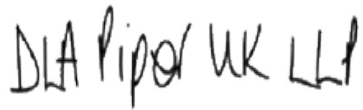
#### The public

18. The rights will also have minimal effect on members of the public wishing to use the common for recreation and access. NGET understands that the narrow strip of land where rights have been acquired is used to access the common, particularly by local dog walkers. As above, access to this land will only be temporarily restricted whilst works are undertaken and pedestrian access to the common via this land will always be maintained with only occasional delays where NGET's contractors require use of the haul road and traffic lights are used to enable the safe crossing of the land. In addition, there will be no impact on access to the wider common land.
19. Following completion of the works, there will be no permanent physical infrastructure above ground level that would restrict public access or enjoyment of the common land. The underground cables will not affect recreational use of the land, and there will be no permanent fencing or other restrictions. Any future maintenance requirements will be minimal and temporary in nature.
20. The Cotswolds Visual Impact Provision Project was selected due to the adverse impact the existing overhead line has on the landscape and visual amenity of the Cotswolds National Landscape. This decision was supported by a Landscape and Visual Impact Provision Technical Report published by NGET in 2014 which concluded that removal of the section of existing overhead line should be prioritised as the line currently conflicts with the character of the landscape forming a highly-visible intrusive feature which has a widespread influence on the landscape surrounding it and that removal of the overhead line would enhance the landscape and visual properties in the area. As set out above, the outcome of the proposed work will be to replace approximately 7 kilometres of existing overhead line ZF.2(B) and 18 pylons which run through the Cotswolds National Landscape. This therefore presents a significant benefit to the public (as well as the landowners and commoners and other right holders) in terms of the enhancement of the landscape and visual properties in the area.
21. For these reasons, the land will be no less advantageous to the public as a result of the acquisition of the rights.
22. It is clear from the above that the requirements of paragraph 6(1)(a) of Schedule 3 to the Act are satisfied. Accordingly, the Secretary of State is requested to issue a certificate confirming that the requirements of paragraph 6(1)(a) of Schedule 3 to the Act have been met, and that



no order is required to be made under the Statutory Orders (Special Procedure) Act 1945 prior to the confirmation of the CPO.

Yours faithfully



**DLA Piper UK LLP**

Encs. CPO, accompanying schedule and maps  
(including special category land map)