

Our Ref: RCF/SYJA/Dunkerton Properties Projects Limited and
Dowdeswell Conservation Limited

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29 May 2025

Dear Department for Energy Security and Net Zero

**The National Grid Electricity Transmission PLC (Cotswolds Visual Impact Provision Project)
Compulsory Purchase Order 2025 ("the Order")
Our clients: Dunkerton Properties Projects Limited and Dowdeswell Conservation Limited**

OBJECTION TO THE ORDER

We act for Dunkerton Properties Projects Limited and Dowdeswell Conservation Limited, who are the registered proprietors of land registered under the following title numbers:

- GR204056 - Dunkerton Properties Projects Limited
- GR333798 - Dowdeswell Conservation Limited

Copies of the Land Registry titles and titles plan are enclosed (title plan GR333798 to follow).

In accordance with a map referred to in the Order, Land Plan 12 of 13 (Drawing No: 21006866_PLN_INFO_747.12_D), a part of our clients' land is subject to acquisition of rights over land.

Our clients therefore hold qualifying interests under s.12 Acquisition of Land Act 1981 and have owned the said lands since November 2017 (GR204056) and 2015 (GR333798).

All future correspondence should be sent to this firm as acting for and on behalf of our clients.

1 RELEVANT LAW AND GUIDANCE

The main guidance document for Compulsory Purchase Orders ("**CPOs**") is the Ministry of Housing, Communities & Local Government document 'Guidance on the Compulsory Purchase Process. The document states the following:

- 1.1 Acquiring Authorities should use compulsory purchase powers where it is expedient to do so but a CPO should only be made where there is a compelling case in the public interest and that the acquiring authority should be sure that the purposes for which the compulsory purchase order is made justify interfering with an interest in the land affected (paragraph 2).

WKS/339440214.1

- 1.2 The minister confirming the order has to be able to take a balanced view between the intentions of the acquiring authority and the concerns of those with an interest in the land that it is proposing to acquire compulsorily and the wider public interest (paragraph 13).
- 1.3 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. Where acquiring authorities decide to/arrange to acquire land by agreement, they will pay compensation as if it had been compulsorily purchased, unless the land was already on offer on the open market (paragraph 2).
- 1.4 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 (paragraph 3).
- 1.5 Acquiring authorities are expected to provide evidence that meaningful attempts at negotiation have been pursued or at least genuinely attempted, save for lands where land ownership is unknown or in question (paragraph 17).
- 1.6 In paragraph 19, the guidance states that acquiring authorities should consider these steps to assist those affected by a compulsory purchase order:
 - 1.6.1 providing full information from the outset about what the compulsory purchase process involves, the rights and duties of those affected and an indicative timetable of events; information should be in a format accessible to all those affected
 - 1.6.2 appointing a specified case manager during the preparatory stage to whom those with concerns about the proposed acquisition can have easy and direct access
 - 1.6.3 keeping any delay to a minimum by completing the statutory process as quickly as possible and taking every care to ensure that the compulsory purchase order is made correctly and under the terms of the most appropriate enabling power
 - 1.6.4 offering to alleviate concerns about future compensation entitlement by entering into agreements about the minimum level of compensation which would be payable if the acquisition goes ahead (not excluding the claimant's future right to refer the matter to the Upper Tribunal (Lands Chamber))
 - 1.6.5 offering advice and assistance to affected occupiers in respect of their relocation and providing details of available relocation properties where appropriate
 - 1.6.6 providing a 'not before' date, confirming that acquisition will not take place before a certain time
 - 1.6.7 where appropriate, give consideration to funding landowners' reasonable costs of negotiation or other costs and expenses likely to be incurred in advance of the process of acquisition
- 1.7 Where planning permission is yet to be granted, acquiring authorities will be required to demonstrate that there are no planning impediments to the scheme assuming that any planning permission will be determined in accordance with the usual criteria of compliance with the local plan unless material considerations indicate otherwise (paragraph 15).
- 1.8 Any programme of land assembly needs to be set within a clear strategic framework, and this will be particularly important when demonstrating the justification for acquiring land compulsorily under

section 226(1)(a). Such a framework will need to be founded on an appropriate evidence base, and to have been subjected to consultation processes, including those whose property is directly affected (paragraph 104).

- 1.9 It is not always necessary for a full scheme to be worked up before the confirmation of a CPO but in such cases, the responsibility will lie with the acquiring authority to put forward a compelling case in advance of resolving all uncertainties (paragraph 105).
- 1.10 The confirming authority is able to consider whether the purpose for which the land is proposed to be acquired can be achieved by any other means. This includes (but is not restricted to) whether the landowners have put forward any alternative proposals (paragraph 106).

2 OUR CLIENTS' COMMENTS

Our clients do not object to the Order in principle (and in fact positively support the principle of it) but consider its manner of delivery to be flawed. They consider an alternative way of delivering the Project to be considerably more appropriate. Their comments are as follows:

- 2.1 The current strategy plans to bury around 7 kilometres of the existing overhead line section ZF.2(B), stretching from west of Winchcombe to southeast of Cheltenham. This segment is recognised for its significant landscape and visual impacts due to its noticeable visibility from numerous spots, including the Cotswold Way National Trail and other regional paths. The aim of removing the pylons is to improve the natural beauty and visual appeal of the Cotswolds National Landscape.
- 2.2 Nonetheless, the proposed solution falls short in fully realising the Project's goal to maximise landscape enhancement benefits. Southern Option S5 presents a more persuasive design solution compared to Southern Option S4 (if indeed that is what is intended), as they are positioned in areas that would offer greater visual advantages and better align with the Project's objectives. These options are located in less intrusive areas and would lead to more substantial visual improvements to the landscape, thereby supporting the Project's overarching aim of achieving maximum enhancement to the landscape.
- 2.3 Specifically, it is noted that, in paragraph 2.1.2 of the Statement, the findings of the LVIP Technical Report are summarised in the following non-exclusive terms:

"The pylon line is a prominent feature which alters the rural qualities and tranquil nature of the landscape.

In terms of visual impacts, although the scale of impact of ZF.2 varies, pylons are clearly visible from many locations. This subsection is therefore just to have visual impacts that are of a high level of importance. ... The Cotswolds Way National Trail runs along the top of the scarp and there are also a number of regional trails in the area. High importance impacts are recorded for these recreational receptors. ... Visitors over a wide area are affected by views of the pylons. High importance visual impacts are recorded for these receptor groups."

- 2.4 Further, at paragraph 3.5.11 of the Statement, the following points were made:

"In the context of the Cotswolds VIP Project specifically, it was concluded that removal of the section of existing OHL [we say on a more extended footprint] 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. ... Expansive views across sparsely settled farmland and the distinctive skylines of the escarpments give the area a high scenic quality. The pylon

line is a prominent feature which alters the rural qualities and tranquil nature of the landscape. Removal of the OHL would enhance the landscape, visual amenity and natural beauty in the area."

- 2.5 Considering the above, the proposal to conclude the Project at Southern Option S5 would significantly support the Project's aim of enhancing the landscape and visual amenity. Removing existing overhead lines and pylons in these areas would not only improve the scenic quality for motorists on the A40 (see the reference to road users in paragraph 3.3.2 of the Statement) but also enhance the experience for visitors to Dowdeswell Wood and Reservoir, a popular local attraction. By selecting Southern Option S5, the Project would maximise landscape enhancement benefits, aligning with the Project's objectives to conserve and enhance the natural beauty of the Cotswolds National Landscape. These options would also encourage public understanding and enjoyment of the protected landscapes, offering positive socio-economic impacts by attracting more visitors to the area..
- 2.6 The Statement (at paragraph 3.1.2) makes reference to the obligations placed upon the Promoter/NGET by section 38 of, and Schedule 9 to, the Electricity Act 1989. Given the obligations to "*have regard to the desirability of preserving natural beauty, of conserving flora, fauna and geological or physiographical features of special interest and of protecting sites, buildings and objects of architectural, historic or archaeological interest*", it is concerning that the scheme chosen were not more ambitious. Ending the Project at S5 would meet those obligations, and we would contend that the proposals as currently understood would not.
- 2.7 We make a similar point regarding the degree to which the Project satisfies the obligations created by section 85 of the Countryside Rights of Way Act 2000 (as amended) (which we say it does not but it would by utilising option S5 as the Project's end point).
- 2.8 Moreover, choosing Southern Option S5 would ensure that the Project is technically feasible, economical, and efficient, while also offering the greatest opportunities to conserve and enhance natural beauty, wildlife, and cultural heritage. This option would also encourage public understanding and enjoyment of the protected landscapes, including positive socio-economic impacts. There appears to have been a general lack of consideration of these options.
- 2.9 In that regard, we contend that utilising Southern Option S5 would do far more to deliver the principles set out in paragraph 3.5.5 of the Statement to:
- 2.9.1 result in the greatest landscape enhancement benefits;
 - 2.9.2 result in the greatest opportunities to conserve and enhance natural beauty, wildlife and cultural heritage whilst avoiding unacceptable impacts on the natural and historic environment which cannot be mitigated;
 - 2.9.3 result in the greatest opportunities to encourage public understanding and enjoyment of the protected landscapes including positive socio-economic impacts;
 - 2.9.4 be technically feasible in the context of the wider transmission system; and
 - 2.9.5 be economical and efficient.
- 2.10 Our clients have been liaising with their local MP, Max Wilkinson MP, who has agreed that the alternative sealing end compound at the Southern side of the A40 (S5) would be extremely beneficial for the people travelling to and from Cheltenham each week.
- 2.11 To that end, they have been in contact with the current owner of the Gagan restaurant (formerly The Koloshi) who we understand owns all the land between the A40 and the old railway line to the South, and confirmed the registered proprietor would be keen to house a sealing end compound that would

be very easy to screen from the road. They are now trying to formalise his agreement to put forward as a workable alternative design. We understand that his land encompasses the entirety of location S5.

- 2.12 Notwithstanding those efforts, however, our clients believe that this work should have been undertaken by the Promoter and they should have thoroughly explored the additional benefits of concluding the undergrounded line at S5, which based on the documents supplied as part of the CPO does not appear to have been the case.
- 2.13 Further, and strictly without prejudice to the foregoing, even if ending the Project at S2/S3 were the most sensible end-points for the Project (which is denied), although various locations for the CSEC are identified at paragraph 10.2.9 of the Statement, the reasoning for selecting "South End F" is entirely opaque and cannot possibly be considered to satisfy the public interest test (amongst others). We believe that insufficient consideration has been given to utilising South End E.
- 2.14 Additionally, the chosen cable routes are also unclear. More detail is required so that our clients can properly consider what is being proposed.

3 CONCLUSION

- 3.1 For all of the reasons set out above, our clients submit that the proposed scheme is not appropriate to fully deliver the Project's aim.
- 3.2 Our clients further submit that the Promoter/NGET should consider the alternative proposal in greater detail and provide our clients with further information regarding their decision-making process.
- 3.3 The proposals as currently set lead to an unhappy landowner (in terms of the location of the CSEC) and which do not maximise the benefit of improving the visual amenity of this part of the Cotswolds (particularly given that under the current proposals, pylons situated on the top of the ridge would be retained).
- 3.4 If the Project is extended to location S5, it will be to a happy landowner, creating public benefit for the significant amount of people that see and feel the presence of the pylons exponentially compared to the current proposals. The proposal will benefit Cheltenham, its residents, tourists and other uses along with the many thousands of people that use the Cotswolds Way and Dowdeswell Park every year.
- 3.5 In addition, our clients have offered to personally assist with the screening process to better hide the present of the infrastructure and is keen for there to be dialogue about that as soon as possible.

Yours faithfully

Charles Russell Speechlys LLP

Charles Russell Speechlys LLP

Encs Official copy and title plan GR204056
 Official copy GR333798

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number GR204056

Edition date 01.11.2017

- This official copy shows the entries on the register of title on 28 MAY 2025 at 11:52:17.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 28 May 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Gloucester Office.

A: Property Register

This register describes the land and estate comprised in the title.

GLOUCESTERSHIRE : CHELTENHAM

- 1 (29.06.1998) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being LAND LYING TO THE NORTH OF London Road, Charlton Kings, Cheltenham.
- 2 (29.06.1998) The mines and minerals are excepted from the registration of the land tinted yellow on the filed plan.
- 3 (29.06.1998) The mines and minerals are included in the registration of the land tinted blue on the filed plan.
- 4 (29.06.1998) A Deed dated 11 June 1998 made between (1) Kenneth George Bloxham and Dorothy Mary Bloxham and (2) John Dallas Hughes is expressed to grant rights in respect of a water supply pipe. The said Deed also contains a reservation and this registration takes effect subject thereto.

NOTE: Copy filed.

- 5 (29.06.1998) Notice entered in pursuance of rule 254 of the Land Registration Rules 1925 on 29 June 1998 that the registered proprietor claims that the land has the benefit of a right of way over the track tinted brown on the filed plan.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (01.11.2017) PROPRIETOR: DUNKERTON PROPERTIES PROJECTS LIMITED (Co. Regn. No. 10874503) of Dowdeswell Park, London Road, Charlton Kings, Cheltenham GL52 6UT.
- 2 (01.11.2017) The price stated to have been paid on 13 October 2017 was £735,000.
- 3 (01.11.2017) The Transfer to the proprietor contains a covenant to

B: Proprietorship Register continued

observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (29.06.1998) The land is subject to the following rights granted by a Deed dated 4 May 1964 made between (1) John Dallas Hughes (The Younger) (Grantor) (2) Midland Bank Limited (Mortgagees) and (3) Central Electricity Generating Board (Board).

"The Grantor as Beneficial Owner HEREBY GRANTS and the Mortgagees as mortgagees and by the direction of the Grantor HEREBY GRANT SURRENDER AND RELEASE unto the Board FULL RIGHT AND LIBERTY for the Board to retain use maintain repair renew inspect and remove the electric lines and works specified in the Schedule hereto (together hereinafter referred to as "the electric lines") on and over the property situate at Charlton Kings and Whittington in the County of Gloucester the said property being shown on the plan annexed hereto and thereon coloured pink and as incidental to the rights and liberties hereinbefore described FULL RIGHT AND LIBERTY for the Board at their own expense and in a proper and woodmanlike manner to fell or lop from time to time all trees and coppice wood now or hereafter standing on the said property which would if not felled or lopped obstruct or interfere with the construction maintenance or working of the electric lines and also FULL RIGHT AND LIBERTY for the Board and all persons authorised by them from time to time and at all reasonable times hereafater to enter upon the said property for all or any of the purposes aforesaid.

THE expression "the erection of the electric lines" herein used includes the retention user maintenance repair renewal inspection and removal of the electric lines

THE SCHEDULE before referred to

SIX twin conductors for transmitting electricity by three phase current at a frequency of Fifty cycles per second and at a pressure of 400,000 volts together with an earth wire and four towers for supporting the same and the equipment required by the Board in connection therewith the said conductors and towers being erected in the position approximately indicated by a red line and red circles respectively on the said plan attached hereto".

The said Deed also contains the following covenants by the Vendor:-

"THE Grantor and the Mortgagees with intent to bind the said property hereinbefore described into whosoever hands the same may come and for the benefit and protection of the Board's undertaking and the electric lines but not so as to incur any personal or other liability on the part of the Mortgagees other than for their own personal acts or defaults if and while mortgagees in possession HEREBY COVENANT with the Board that the Grantor and the Mortgagees and those deriving title under them will at all times hereafter observe and perform the following stipulations that is to say:-

(a) That no part of any dwellinghouse building or other erection which may at any time be upon the said property shall be so constructed or placed as to be within Twenty feet of the conductors mentioned in the Schedule hereto when the same are at maximum temperature and/or maximum swing or so as to encroach upon the foundations of the towers mentioned in the said Schedule and that no tree or coppice wood shall at any time hereafter be planted on the said property under the electric lines or within a distance of One hundred and ten feet on either side of the route of the electric lines

(b) That the level of the ground will not in any manner whatsoever be raised above the level thereof existing at the date hereof so as to make the distance between the level of such ground and the lowest conductor at any point of the span less than Twenty five feet at a temperature of One hundred and twenty two degrees Fahrenheit".

Title number GR204056

C: Charges Register continued

NOTE 1: The above mentioned land coloured pink is tinted pink on the filed plan so far as it affects the land in this title

NOTE 2: The above mentioned red line is shown by a blue broken line on the filed plan so far as it affects the land in this title

NOTE 3: The red circles above referred to do not affect the land in this title.

End of register

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

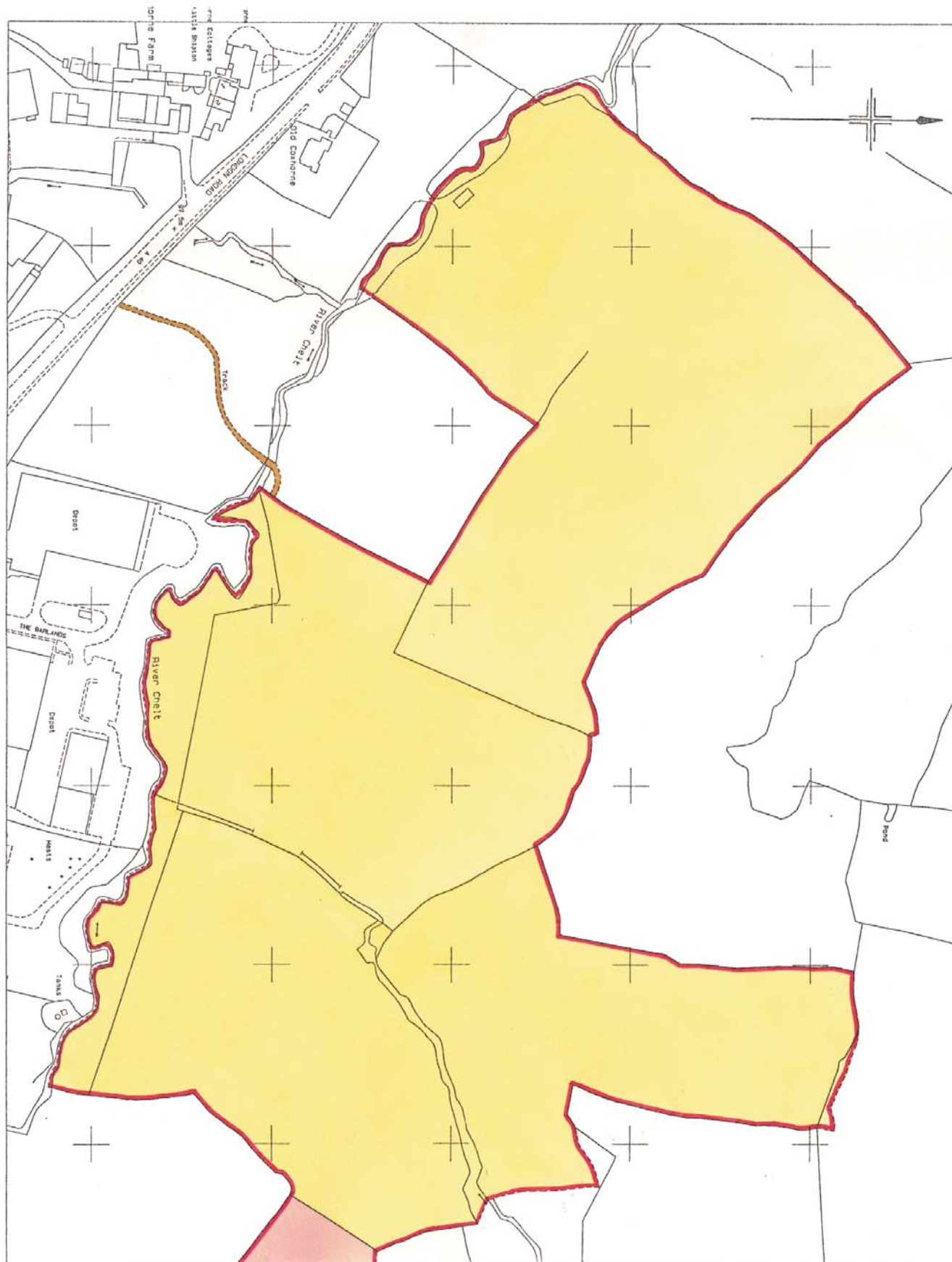
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 28 May 2025 shows the state of this title plan on 28 May 2025 at 11:52:18. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Gloucester Office .

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H.M. LAND REGISTRY		TITLE NUMBER
		GR 20 40 56
ORDNANCE SURVEY PLAN REFERENCE		Scale 1/2500
ADMINISTRATIVE AREA GLOUCESTERSHIRE : CHELTENHAM		© Crown Copyright





The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number GR333798

Edition date 23.10.2015

- This official copy shows the entries on the register of title on 28 MAY 2025 at 12:58:31.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 28 May 2025.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Gloucester Office.

A: Property Register

This register describes the land and estate comprised in the title.

GLOUCESTERSHIRE : COTSWOLD

1 (06.05.2009) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being Land at London Road, Cheltenham.

2 (06.05.2009) The land tinted brown and hatched blue on the title plan has the benefit of the rights reserved by but is subject to the rights granted by a Conveyance of other land dated 4 February 1972 made between (1) The North West Gloucestershire Water Board and (2) Kenneth George Bloxham and Dorothy Mary Bloxham.

NOTE: Copy filed.

3 (06.05.2009) The land has the benefit of the rights granted by a Deed dated 2 November 1981 made between (1) Kenneth George Bloxham and Dorothy Mary Bloxham (2) The Agricultural Mortgage Corporation Limited (3) Midland Bank Limited and (4) Severn Trent Water Authority.

NOTE :-Copy filed.

4 (06.05.2009) The land tinted brown and hatched blue on the title plan has the benefit of the rights granted by a Deed dated 28 August 1987 made between (1) Kenneth George Bloxham and Dorothy Mary Bloxham (2) The Agricultural Mortgage Corporation Plc (3) Midland Bank Plc and (4) Severn Trent Water Authority.

NOTE :-Copy filed.

5 (06.05.2009) The land has the benefit of the rights granted by a Deed dated 20 February 1989 made between (1) Kenneth George Bloxham and Dorothy Mary Bloxham (2) The Agricultural Mortgage Corporation Plc (3) Midland Bank Plc and (4) Severn Trent Water Authority.

NOTE: Copy filed.

6 (06.05.2009) The land tinted pink and edged blue on the title plan has the benefit of the rights reserved by but is subject to the rights granted by a Conveyance of other land dated 30 March 1990 made between (1) severn trent water limited and (2) Ronald Jack Neather and Philip David Neather.

A: Property Register continued

NOTE: Copy filed.

- 7 (06.05.2009) The land tinted pink, tinted blue, edged blue and hatched blue on the title plan has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of other land dated 4 February 2002 made between (1) Severn Trent Water Limited and (2) Environment Agency.

NOTE: Copy filed under GR246808.

- 8 (06.11.2013) The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 (06.07.2015) PROPRIETOR: DOWDESWELL CONSERVATION LIMITED (Co. Regn. No. 09318821) of Westmoreland House 80-86 Bath Road, Cheltenham.
- 2 (06.07.2015) The price stated to have been paid on 8 June 2015 was £1,000,000.
- 3 (06.07.2015) The Transfer to the proprietor contains a covenant to observe and perform the covenants referred to in the Charges Register and of indemnity in respect thereof.

C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (06.05.2009) The land edged blue on the title plan is subject to the rights reserved by a Conveyance of the land edged blue on the title plan and other land dated 14 October 1919 made between Marion Beatrice Elizabeth Probyn Dighton and Cecil Mein Probyn Coxwell Rogers.

NOTE: Copy filed.

- 2 (06.05.2009) A Conveyance of the land tinted mauve on the title plan and other land dated 19 March 1934 made between (1) The Reverend John Thornton Avent (2) The Ecclesiastical Commissioners For England (3) Sir Charles King Harman and (4) The Mayor Aldermen and Burgesses of the Borough of Cheltenham contains restrictive covenants.

NOTE: Copy filed.

- 3 (06.05.2009) The land hatched blue on the title plan is subject to the rights granted by a Deed dated 4 February 2002 made between (1) Severn Trent Water Limited and (2) Environment Agency.

NOTE: Copy filed under GR246808.

End of register