

**THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (COTSWOLDS VISUAL
IMPACT PROVISION PROJECT) COMPULSORY PURCHASE ORDER 2025**

PROOF OF EVIDENCE

DOMINIC GEORGE REES

CHARTERED SURVEYOR, DALCOUR MACLAREN LTD

on behalf of

NATIONAL GRID ELECTRICITY TRANSMISSION PLC

LANDOWNER NEGOTIATIONS AND ENGAGEMENT

9th OCTOBER 2025

1. QUALIFICATIONS AND EXPERIENCE

- 1.1 My name is Dominic George Rees, and I am employed by Dalcour Maclaren Ltd ("**DM**"), a multi-disciplinary firm with 19 offices, operating across England, Wales, Scotland, and the registry of Ireland. I am a Chartered Member of the Royal Institution of Chartered Surveyors ("**RICS**"), having qualified in 2020, and I am also an RICS Registered Valuer.
- 1.2 I have ten years of professional experience in rural surveying, valuation, and the compulsory acquisition of land and land rights. I am an Associate Director at DM.
- 1.3 Since 2017, my professional focus has been within the utilities and infrastructure sector, where I have acted in connection with the negotiation and acquisition of land and land rights. This includes acting for National Grid Electricity Transmission plc ("**NGET**"). My experience includes acting on behalf of NGET on a range of projects, including the Dorset Visual Impact Provision Project and The National Grid (Hinkley Point C Connection Project) Order 2016.
- 1.4 DM were instructed in October 2021 by NGET in relation to the Cotswolds Visual Impact Provision project ("the **Project**"). My role in this matter has been to provide advice to NGET on all aspects of the impact of the Project and to enter into discussions and negotiations with landowners and other stakeholders to ensure full and extensive engagement for the duration of the Project.
- 1.5 Other colleagues from DM that have worked on the Project are Daniel Jones, Joshua Phillips, Georgie Mason, Jake Carolan, Jonny Richardson & Robert Smith providing supporting roles to myself on land negotiations.
- 1.6 The other functions provided by DM have been:
 - 1.6.1 Land referencing requirements to ensure that all interests are identified and ownership details of stakeholders are correctly collated. This process has involved the interrogation of His Majesty's Land Registry, the provision and follow up of Land information Questionnaires ("**LIQs**") to all relevant parties, the identification of unregistered land and the preparation of the Schedule of Interests.
 - 1.6.2 The provision of Geographical Information Services ("**GIS**") allowing plans and maps to be produced as and when required to support the process of landowner engagement and the making of the Order.
- 1.7 I have prepared this proof in connection with the National Grid Electricity Transmission Plc (Cotswolds Visual Impact Provision Project) Compulsory Purchase Order 2025 ("the **Order**").

2. INTRODUCTION AND SCOPE OF EVIDENCE

- 2.1 The structure of my Statement of Evidence ("**Statement**") is set out in the paragraphs below. In broad terms my Statement will explain the strategy for the acquisition of land rights and engagement with stakeholders, and the current status of negotiations (as at the time of writing).
- 2.2 My Statement explains that compulsory acquisition powers will only be used where sufficient rights cannot be secured by voluntary agreement, and that bespoke packages of rights are being sought, tailored for particular works in order to keep them as specific and minimised as possible.
- 2.3 My Statement is structured as follows:
 - 2.3.1 Section 3 provides an explanation of the Project and the need for the Order Land, including a description of the rights required;
 - 2.3.2 Section 4 provides a description of the Order Land;
 - 2.3.3 Section 5 provides an explanation of the acquisition strategy for land and rights;
 - 2.3.4 Section 6 provides a summary of the status of land negotiations;
 - 2.3.5 Section 7 provides a summary of compliance with relevant guidance;
 - 2.3.6 Section 8 covers consideration given to the outstanding objections received;
 - 2.3.7 Section 9 sets out my summary and conclusions; and
 - 2.3.8 Section 10 is the declaration for my statement.

3. THE PROJECT

- 3.1 The Project constitutes NGET's proposal to underground approximately 7 kilometres of the existing overhead powerline ("**OHL**") subsection ZF.2(B) which runs from the west of Winchcombe to the southeast of Cheltenham, within the Cotswolds National Landscape.
- 3.2 The key components of the Project are the installation of approximately 7 kilometres of 400kV underground cables, the dismantling and permanent removal of 7 kilometres of existing OHL including 18 pylons, the construction of two new cable sealing end compounds ("**CSECs**") which will each require a new terminal pylon in order to connect the new underground cable to the remaining existing OHL (resulting in the net removal of 16 pylons), a permanent cable easement with an approximate width of 40 metres and the expansion of Melksham Substation to allow for the siting of a new shunt reactor. A temporary (one year) OHL diversion will be required at the southern CSEC ("**SCSEC**").
- 3.3 As detailed in the evidence of Ms Rebecca Greatrix, the Project will benefit and enhance the natural beauty of a portion of the Cotswolds National Landscape. The Cotswolds National Landscape has few overt human influences, is of high quality and provides expansive views across sparsely settled farmland and the distinctive skylines of the escarpments which give the area a high scenic quality. However, the pylon line is a prominent feature which is clearly visible from many locations, including a number of publicly accessible sites and public rights of way, and alters the rural qualities and tranquil nature of the landscape. As such, the Project would significantly benefit the natural beauty of the Cotswolds National Landscape, particularly with regards to its landscape and visual qualities.
- 3.4 The Order (**CD C1**) and NGET's Statement of Case (**CD C4**) set out the purpose of the acquisition for each of the plots. In addition, the purposes for which various plots are required are addressed in the evidence of Mr Dave Rogerson.
- 3.5 Plots coloured pink on the Order maps (**CD C2**) are those where permanent land acquisition is sought.
- 3.6 However, as stated above NGET's approach is only to acquire the interests that it requires over the various plots within the Order. Therefore, should NGET only require new rights over this land or any part of it rather than its permanent acquisition, it will seek to create these rather than acquiring a freehold estate.
- 3.7 For the Project the areas subject to permanent land acquisition are where above ground apparatus are required for the construction and operation of the CSECs. This includes the sites south of Postlip Mills, Winchcombe and south of Ham Road, Cheltenham for the northern CSEC ("**NCSEC**") and SCSEC, and the land west of Melksham Substation for the expansion of the substation to allow for the siting of a new shunt reactor.
- 3.8 Plots coloured blue on the Order maps (**CD C2**) are those where specific packages of rights are to be acquired. These rights packages are described in Table 1 of the Order Schedule (**CD C1**) and are as follows:

Rights	Description of Rights
Access Rights	All rights necessary to access the Order Land and adjoining land with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel for the purposes of constructing, installing, commissioning, inspecting, surveying, maintaining, repairing, altering, renewing, replacing and removing or decommissioning the electricity infrastructure, including: a) to carry out de-watering and drainage works and installing, altering or reinstating land drainage systems; b) discharge water into existing drains and watercourses; c) to carry out works to facilitate such access including to construct, lay down, use and remove access roads including any necessary bridging, culverting or diversion of water courses and drains, modifying road verges and junctions and installing, using, altering, diverting, and removing services and utilities; d) the right to fence, erect scaffolding, hoardings or signage or otherwise secure the requisite compound; e) to access the Order Land and adjoining land to use horizontal directional drilling, where appropriate, for the installation of the cables; f) to fell, trim or lop trees, shrubs, hedges and bushes and to clear and remove any and all vegetation which may damage, obstruct or interfere with the exercise of these Access Rights; g) to make good any damage caused in connection with the exercise of these Access Rights; and h) to carry out any activities ancillary or incidental thereto, 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 Access Rights.

Electricity Infrastructure Construction Rights	All rights necessary for the purposes of or incidental to the construction, installation and commissioning of the electricity infrastructure, including to: 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; 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; c) energise and commercially operate the electricity infrastructure for a period of no more than four months following initial commercial operation; 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); e) carry out archaeological works and environmental and/or ecological mitigation and/or works with or without vehicles plant and equipment; f) carry out works required or permitted by a planning permission and/or consent or licences; g) erect and remove fencing, scaffolding, hoardings or signage or otherwise secure the compound; h) store and stockpile and where necessary use, manage and process plant, machinery, apparatus, and materials (including excavated material) and/or equipment; i) access the land and adjoining land with or without vehicles, personnel and plant, machinery, apparatus, equipment and materials for such purposes; 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; k) carry out de-watering and drainage works and install, alter, reinstate or remove land drainage systems; l) discharge water into existing drains and watercourses;
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	m) protect and prevent damage to or interference with the electricity infrastructure and the construction of the same; 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; o) all necessary rights of support for the electricity infrastructure; p) erect, create, use and remove welfare facilities including portable toilets, portable cabins and offices and electricity generators; q) install, use and remove artificial lighting; r) install and remove protection measures for third party structures / assets, including scaffolding; s) install, use, alter, divert and remove services and utilities; t) make good any damage caused in connection with the exercise of these Electricity Infrastructure Construction Rights; u) reinstate the land and to monitor reinstatement works; and v) carry out any activities ancillary or incidental thereto, 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.
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Construction Rights	Compound	All rights necessary for the purposes of or incidental to the establishment, use and removal of works compounds associated with the construction and commissioning of the electricity infrastructure and/or the construction, commissioning and decommissioning of the electric lines, including rights to: a) erect, create, use and remove a works compound which may include portable cabins and offices, noise enclosure, substation and welfare facilities including portable toilets and electricity generators; b) store, stockpile and where necessary use, manage and process plant, machinery, apparatus, materials (including excavated material) and/or equipment; c) remove topsoil, adjust the height of the land, lay terram and/or stone surface (or similar surface) on the compound and to store the soil; d) access the land and adjoining land with or without vehicles, personnel and plant, machinery, apparatus, equipment, personnel and materials for such purposes; e) carry out works to facilitate such access including to construct, lay down, use and remove access roads including any bell mouths, temporary roads, necessary bridging, culverting or diversion of watercourses and drains, erecting fencing or gates carrying out security operations, carrying out earth works, removing buildings or structures or apparatus, modifying road verges and junctions; f) erect, create, use and remove temporary towers and any associated apparatus (including earth wires) for the purpose of diverting electric lines to enable the dismantling of the existing pylons; g) fence, erect hoardings, scaffolding or signage or otherwise secure the compound; h) carry out de-watering and drainage works and install, alter, reinstate or remove land drainage systems; i) discharge water into existing drains and watercourses; j) monitor, including assets and equipment; k) carry out environmental surveys and works for the purpose of protecting wildlife and habitats during construction; l) support and protect the compound;
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	m) install, use and remove artificial lighting; n) park cars; o) protect and prevent damage to or interference with the operation and maintenance of any works constructed pursuant to these Construction Compound Rights; p) fell, trim or lop trees, shrubs, hedges, bushes and vegetation and to remove any and all walls, fences or other structures which may damage, obstruct or interfere with the exercise of these Construction Compound Rights with or without vehicles plant and equipment; q) install, use, alter, divert and remove services and utilities; r) reinstate the land and make good any damage caused in connection with the exercise of these Construction Compound Rights; and s) carry out any activities ancillary or incidental thereto, 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 Construction Compound Rights.
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High Voltage Alternating Current (HVAC) Rights	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: a) access the land and adjoining land with or without vehicles, personnel and plant, machinery, apparatus, equipment and materials for such purposes; 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; c) use horizontal directional drilling and ducting, where appropriate, for the installation of the electricity infrastructure; d) carry out de-watering and drainage works and install, alter, reinstate or remove land drainage systems; e) discharge water into existing drains and watercourses; f) install and remove protection measures for third party structures/assets, including scaffolding; g) divert and remove services and utilities; h) all necessary rights of support for the electricity infrastructure; 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); j) protect and prevent damage to or interference with the operation and maintenance of the electricity infrastructure; 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;
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	l) with or without vehicles plant and equipment to carry out mitigation planting and monitoring; m) fence, erect hoardings, scaffolding or signage or otherwise secure the requisite compound; n) prevent changes to the use, or level of the surface of, the land; o) make good any damage caused in connection with the exercise of these HVAC Rights; and p) carry out any activities ancillary or incidental thereto. 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. 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. 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.
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Overhead Line Rights	All rights necessary for the purposes of or incidental to the construction, retention, commissioning, operation, protection, maintenance, surveying, repair, renewal, replacement, removal and decommissioning of the electric lines, including to: a) take all necessary rights of support for the electric lines; b) install and remove protection measures for third party structures/assets, including scaffolding; c) test and commission the electric lines and to remedy initial faults and defects in them at any time prior to the date on which it is energised and ready for operation; 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); e) carry out archaeological works, environmental and/or ecological mitigation and/or works (including mitigation planting) and associated monitoring and maintenance; f) carry out works required or permitted by a planning permission and/or consent or licences; g) erect and remove fencing, scaffolding, hoardings, or signage or otherwise secure the requisite compound; h) store and stockpile and where necessary use, manage and process plant, machinery, apparatus, and materials (including excavated material) and/or equipment; i) access the land and adjoining land with or without vehicles, personnel, plant, machinery, apparatus, equipment and materials for such purposes; j) facilitate a footpath diversion; k) construct, lay down, use and remove access roads including any bellmouths, temporary roads, necessary temporary bridging, culverting or diversion of water courses and drains; l) carry out de-watering and drainage works and install, alter, reinstate or remove land drainage systems; m) discharge water into existing drains and watercourses;
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	n) protect and prevent damage to or interference with the operation and maintenance of the electric lines and construction of the same; o) 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 Rights with or without vehicles plant and equipment; p) erect, create, use and remove welfare facilities including portable toilets, portable cabins and offices and electricity generators; q) install, use and remove artificial lighting; r) install, use, alter, divert and remove services and utilities; s) prevent changes to the use, or level of the surface of, the land; t) rights necessary for the purposes of or incidental to the installation, alteration, retention, commissioning, operation, protection, maintenance, surveying, repair, renewal, replacement, removal and decommissioning of the Arcing Horns; u) carry out incidental works to allow safe access to the electric lines such as vegetation clearance and bird nest removal; v) apply a temporary electricity earthing system to electric lines; w) replace permanent colour plates on electric lines; x) make good any damage caused in connection with the exercise of these Overhead Line Rights; and y) carry out any activities ancillary or incidental thereto, and rights to prevent and remove any works or use of the land which may damage, interfere with or obstruct such access or the exercise of these Overhead Line Rights.
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Overhead Line Removal Rights	All rights necessary for the purposes of or incidental to the dismantling, removal and decommissioning of the electric lines, including to: a) install and remove protection measures for third party structures/assets, including scaffolding; 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); c) carry out archaeological works, environmental and/or ecological mitigation and/or works (including mitigation planting) and associated monitoring and maintenance; d) carry out works required or permitted by a planning permission and/or consent or licences; e) erect and remove fencing, scaffolding, hoardings or signage or otherwise secure the requisite compound; f) store and stockpile and where necessary use, manage and process plant, machinery, apparatus, and materials (including excavated material) and/or equipment; g) access the land and adjoining land with or without vehicles, personnel, plant, machinery, apparatus, equipment and materials for such purposes; 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 verges and junctions and installing, using, altering, diverting, protecting and removing services and utilities; i) carry out de-watering and drainage works and install, alter, reinstate or remove land drainage systems; j) discharge water into existing drains and watercourses; 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;
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	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; m) erect, create, use and remove welfare facilities including portable toilets, portable cabins and offices and electricity generators; n) install, use and remove artificial lighting; o) install, use, alter, divert and remove services and utilities; p) prevent changes to the use, or level of the surface of, the land; q) reinstate the land and monitor the reinstatement works; r) make good any damage caused in connection with the exercise of these Overhead Line Removal Rights; and s) carry out any activities ancillary or incidental thereto, 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.
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4. DESCRIPTION OF THE ORDER LAND

4.1 Overview

- 4.1.1 The land which is subject to the Order ("the **Order Land**") is shown outlined red on the maps which accompany the Order (**CD C2**). The land comprises a mix of farmland (this being arable & pasture), mature woodland, a small area of common land and some commercial land. It is primarily located in an Area of Outstanding Natural Beauty ("**AONB**") recognised for its rich, diverse and high-quality landscape. AONBs are designated under the Countryside and Rights of Way Act 2000 ("**CRoW Act 2000**") for the purposes of conserving and enhancing the natural beauty of the relevant area. From 22 November 2023, AONBs have been renamed as National Landscapes (though statutorily still referred to as AONBs).
- 4.1.2 The exception to the above is the land required for expansion to an existing NGET substation on land to the west of Melksham Substation, Melksham, Wiltshire ("**Melksham Substation**").
- 4.1.3 The package of rights proposed to be acquired over each plot of land is detailed in the second column of Table 1 of CPO Schedule.

4.2 General Description

- 4.2.1 The Order Land follows a linear route in two sections: the first being the land required for the undergrounding rights and the second for the removal of the existing overhead line.
- 4.2.2 In addition to the land required for either the installation of the underground cable or removal of overhead line and pylons, land is required for access and the creation of construction compounds. This is either along existing public highways, private access tracks or in some instances the creation of temporary routes and compound areas in order to facilitate safe and sufficient access, areas for construction activities, welfare and the storage of plant and equipment.
- 4.2.3 The Order Land in some instances has a pronounced gradient as it traverses the Cotswold escarpment following the topography of the landscape until it descends the escarpment to the final destination south of the A40 trunk road.
- 4.2.4 Working from the north in a southerly direction the land comprises arable and pastureland as it crosses the B4632 and then follows the existing adopted highway known as Postlip Mills to include a small area of commercial land owned and occupied by Hollingsworth & Vose.
- 4.2.5 The existing commercial area and land to the north of the B4632 is included to allow for the realignment of existing overhead line.
- 4.2.6 Adjacent to the existing commercial land, permanent land is required for the formation of the NCSEC, this land currently comprises pasture and arable land.

- 4.2.7 The land (required for underground rights and removal rights) then continues as arable & pastureland reaching the woodland known as Breakheart Plantation. The land then continues through the woodland into further existing arable and pastureland, crosses a small area of common land, being Cleeve Common, with the remainder of the route continuing in a southerly direction also comprising arable and pasture land, some of which is designated as having organic status.
- 4.2.8 At the termination of the undergrounding section of the Project permanent land is required for the SCSEC; this land currently comprises pastureland.
- 4.2.9 The land immediately to the south of the SCSEC also comprises pastureland and is required for the provision of a temporary tower and relocation of an existing tower.
- 4.2.10 The land south of the area designated for the new tower and south of the A40, comprise pastureland and a small area of existing car park. This land is required for the alteration of the existing overhead line, associated accesses and the provision of a temporary fibre diversion.
- 4.2.11 The most easterly Order Land is required for the formation of a construction compound, which will serve the majority of the Project, along with a haul road, which crosses further arable parcels, connecting the compound to the Project swathe.
- 4.2.12 The remaining land is situated adjacent to the existing Melksham Substation, on the south side of Westlands Lane and comprises pastureland, adjoining Whitley Golf Club. The land will be used for the extension of the existing substation for the construction and operation of a shunt reactor and associated apparatus.
- 4.2.13 The Project will use the existing access track which serves the existing battery energy storage site located to the southwest of Melksham Substation. The track will be used temporarily during construction and on a limited basis thereafter. The Project will divert a small section of this access around the edge of the substation extension.

5. LAND AND RIGHTS ACQUISITION STRATEGY

- 5.1 NGET's preference will always be to secure land rights on a voluntary basis. This will be through negotiation with individual landowners to obtain option agreements for the grant of an easement for the trench, cables and/or new overhead line, a lease for accesses and temporary construction land, and for the acquisition of land necessary to site the CSECs and expand Melksham Substation to site a new shunt reactor. To help to facilitate this, National Grid's Guidance on Land Rights for New Electricity Transmission Assets (England and Wales) ("**GLR**") (**CD D9**) has been used.
- 5.2 The GLR was first developed by National Grid in 2010 in order to provide a consistent methodology for acquiring land rights for National Grid's infrastructure projects, both for Development Consent Orders and Town & Country Planning Act/Compulsory Purchase Order schemes. The GLR has been implemented on all National Grid projects requiring land and rights acquisition and remains under continuous review to ensure that it is still fit for commercial purpose and meets the expectations of third-party landowners and occupiers.
- 5.3 A recent review of the GLR undertaken by National Grid in 2024 identified that the GLR still enables effective and consistent communication with those most affected by National Grid's proposals, and that it continues to meet the requirements of the Guidance on Compulsory Purchase ("**CPO Guidance**") (**CD A14**) in respect of seeking to acquire land by negotiation. Its terms continue to enable National Grid to treat people fairly and offer bespoke rights required from landowners.
- 5.4 A system of payments for rights for the Project was adopted using the principles of both the GLR described above, NGET's Land Rights Strategy Payment Schedule for Assets (version 1) and CPO Guidance to ensure consistency in submitting reasonable offers for land and rights across the Project area.
- 5.5 In line with NGET's Land Rights Strategy Payment Schedule for Assets (version 1), additional financial incentives, known as Incentive Payments have been offered for permanent rights in land, in an attempt to agree terms within a defined period.

6. STATUS OF LAND NEGOTIATIONS

- 6.1 Heads of Terms (“**HoTs**”) were issued and continue to be negotiated on the basis that NGET would be granted the option to exercise rights and create easements or transfer land as appropriate. Upon agreement of these principal terms, these are then translated into legal agreements.
- 6.2 Negotiations with the landowner to secure voluntary option for the expansion of Melksham Substation and associated land and rights have been ongoing since April 2024, terms are now agreed.
- 6.3 Negotiations with landowners and occupiers to agree voluntary terms for the Project have been ongoing since May 2024. Below is summary table of the number of terms issued and the number agreed at this time:

Item	Description	Number	Percentage	Note
1	Heads of Terms issued	20	100%	
2	Heads of terms agreed and with Legal Teams to complete	6	30%	This includes National Gas Transmission where formal HoTs have not been issued but the legal teams are engaged.
3	Heads of Terms where engagement on the verge of agreement.	4	20%	
	Total of items 2 & 3	10	50%	

- 6.4 Negotiations to obtain, by agreement, the remainder of the necessary land and rights have continued in parallel with the compulsory purchase process and very good progress continues with landowner negotiations. Landowners have engaged (either directly or through representation) with NGET in relation to the acquisition of new rights or permanent land acquisition. In this regard, in terms of the remaining 10 Heads of Terms not addressed in the table above, constructive negotiations/discussions are ongoing.
- 6.5 Only three of the parties have maintained an objection to the Order, of which two are Mr and Mrs Barnes and Mr and Mrs Drake (with whom significant progress has been made in relation to their concerns – see further below). I am also

continuing to engage with the final party, Mr Stanley and Corinium Construction Ltd.¹

- 6.6 Given that the Project comprises (in part) the removal of existing overhead electricity lines, the Project will inevitably cross existing assets held by statutory undertakers, including transport and highway authorities, in respect of which asset protection and crossing agreements may be required. Communications have been had in each instance and will continue to ensure suitable provisions are in place before works commence. Only one such undertaker has maintained an objection to the Order, and negotiations/discussions with that body are moving forward constructively (see further Section 8 below).
- 6.7 Since DM's appointment in October 2021 there has been sustained and proactive engagement with landowners, occupiers, and other parties directly or indirectly affected by the proposed Project. This engagement has taken place through a variety of channels, including written correspondence, telephone discussions, virtual and in-person meetings, and site visits where appropriate.
- 6.8 From the summer of 2024 onwards, these discussions have evolved into more detailed negotiations concerning the terms of voluntary agreements. The nature of these negotiations has been constructive and collaborative, with a clear emphasis on reaching mutually acceptable outcomes wherever possible. As a result of this ongoing dialogue, a significant number of affected parties have expressed a willingness to enter into voluntary agreements, and many of these are now at an advanced stage, with terms either agreed in principle or nearing finalisation.
- 6.9 NGET remains confident that voluntary terms will be successfully agreed in the majority of cases, thereby reducing the need for reliance on compulsory acquisition powers.

¹ NGET currently benefits from easements/wayleaves in relation to the existing overhead line, being the ZF line. Where appropriate, NGET will be utilising these existing rights to carry out the removal works. However, in some cases the relevant rights require amending or replacing to ensure the rights are sufficient for powers of removal that are expected to be exercised. In such instances, NGET are seeking agreements to vary existing agreements.

7. RELEVANT POLICIES AND GUIDANCE

7.1 This section seeks to explain and demonstrate how the following paragraphs of the CPO Guidance have been complied with. I have copied the paragraphs relevant to my evidence below and then provided my evidence following that paragraph. I have focussed on those parts of the CPO Guidance that are relevant to my evidence.

7.2 The relevant guidance in respect of compulsory land acquisition is set out in the CPO Guidance (**CD A14**). Although revised numerous times, the latest version sets out new 'standards' of the expectation of efforts to try to acquire land by agreement before resorting to compulsory purchase.

7.3 The CPO Guidance states that:

2.1 "Acquiring authorities should use compulsory purchase powers where it is expedient to do so and where there is a compelling case in the public interest to make a compulsory purchase order".

2.2 "The confirming authority will expect the acquiring authority to demonstrate that they have taken reasonable steps to:

understand the impact of the exercise of the compulsory purchase powers included in the compulsory purchase order and the acquisition of a person's interest in the land on those persons, for example affected owners and occupiers, through direct engagement with those parties

attempt the acquisition of all of the land and rights included in the compulsory purchase order by agreement"

7.3.1 NGET has taken time to understand the impact of the Order on those parties affected, and its efforts in this regard have included early engagement, landowner meetings and the offer of bespoke terms, in line with the approach detailed in Section 5 of my Proof of Evidence. Where appropriate/feasible NGET have altered their proposal to reduce the impact it will have on those directly affected.

7.3.2 Further detailed evidence demonstrating the extent and frequency of engagement undertaken with affected parties is provided in Appendix 1 of the Statement of Case. This appendix contains a record of the communications, meetings, and negotiations that have taken place throughout the development of the scheme. This demonstrates the proactive and sustained efforts made to secure voluntary agreements and maintain open lines of communication with stakeholders. An updated version of this document, which reflects the work undertaken since submission of the Statement of Case, is appended to this Statement at Appendix 1.

7.4 The CPO Guidance states that:

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

- 7.4.1 NGET instructed DM in 2021 to provide advice on all 'lands' aspects of the Project and the Order. From the point of instruction, DM has maintained regular and consistent communication, focusing on the objectives of the Project, the anticipated scope of the works, and the potential implications for affected landowners and occupiers.
- 7.4.2 The involvement of DM from an early stage in the development of the Project reflects NGET's commitment to engaging proactively with stakeholders well in advance of any formal proceedings associated with the exercise of compulsory purchase powers. NGET's GLR was implemented from the outset to facilitate landowner engagement and to obtain voluntary agreements where possible. This approach demonstrates NGET's preference for securing the necessary land rights through voluntary agreement wherever reasonably possible, with compulsory acquisition powers considered only as a measure of last resort. We are continuing to engage on this basis and anticipate reaching further agreements, as outlined in Section 6 of my Proof of Evidence.
- 7.4.3 Whilst we continue to engage with landowners and make meaningful progress to seek to acquire rights and interests by agreement where possible, it is essential that the Order is confirmed in order to secure the necessary rights to facilitate the delivery of the Project in a timely manner and in line with the Project programme. Without the Order it is possible not all rights and land will be acquired by agreement, potentially jeopardising the timely delivery of the Project, or the Project altogether.
- 7.5 The CPO Guidance states that:

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

- 7.5.1 Whilst NGET is not a public sector organisation, it has made considerable efforts to agree terms on a voluntary basis. Terms were issued well in advance of the making of the Order and efforts have included the offer of Incentive Payments over and above reasonable offers for the acquisition of land and rights in land.
- 7.5.2 NGET has made adjustments to the Project proposal to accommodate concerns raised by landowner and has agreed to bespoke mitigations works to mitigate the possible impact of the Project. Examples include:
 - 7.5.2.1 Adjusting the cable corridor to avoid potential temporary land severance.

- 7.5.2.2 Agreeing to specific accommodation works to allow the continuation of farming operations.
- 7.5.2.3 Agreeing to advance disturbance payments in instances where financial losses may be suffered.
- 7.5.2.4 Undertaking to provide details of specific construction methodologies.
- 7.5.2.5 Agreeing to appoint subject matter experts to monitor key activities.
- 7.5.2.6 Agreeing to specific construction methodologies and material to minimise disturbance in certain locations.

7.6 The CPO Guidance states that:

12.3 "A compulsory purchase order should only be made where there is a compelling case in the public interest and reasonable efforts have been made by the acquiring authority to negotiate the purchase of land by agreement".

- 7.6.1 The justification for the exercise of compulsory purchase powers, and the compelling case in the public interest that underpins such action, is addressed in detail within the evidence of Mr Amardeep Malhi.
- 7.6.2 As evidenced throughout this Statement and further substantiated by the accompanying appendix, reasonable and concerted efforts have been made to ensure that landowners and occupiers are fully informed about the Project, its potential impacts, and the options available to them. Despite the complexity of the Project, discussions remain active and constructive, with NGET continuing to pursue voluntary arrangements in good faith.
- 7.6.3 This approach reflects NGET's overarching commitment to minimising reliance on compulsory purchase powers and securing land rights through collaborative means.

7.7 The CPO Guidance states that:

13.3 "The acquiring authority should have a clear idea of how it intends to use the land and rights which it is proposing to acquire and show that all the necessary resources are likely to be available to achieve that end within a reasonable timescale."

- 7.7.1 The need for the Project and justification for the Order is addressed in detail within the evidence of Mr Amardeep Malhi.
- 7.7.2 To ensure clarity and precision in the acquisition process, NGET has adopted a structured approach by dividing the rights sought into distinct packages. This method ensures that each plot is only subject to the specific and clearly defined rights necessary for the delivery of the Project. By tailoring the rights to the actual requirements of each location, NGET avoids the blanket acquisition of unnecessary powers and instead targets only what is essential.

7.7.3 It demonstrates a clear intention to minimise the impact on landowners and occupiers by limiting the scope of acquisition to what is strictly required. The fact that the main contractor has not yet been engaged means that it is not yet possible to finalise matters of detailed design. This means that the final particulars of land-take cannot yet be determined. However, NGET has taken matters as far as it can reasonably do so at this point.

7.8 The CPO Guidance states that:

17.1 "Undertaking negotiations and engagement prior to, and in parallel with, preparing and making a compulsory purchase order can help build good working relationships with those whose interests are affected. Acquiring authorities should be open and honest with those whose interests are affected and treat their concerns with respect. This includes statutory undertakers and similar bodies as well as private individuals and businesses."

7.8.1 NGET has been transparent in all interactions which have taken place across the Project. Reference to other Visual Impact Provision projects has been used to demonstrate the scale of the Project and the possible impact, in particular during construction.

7.8.2 Consultation materials included pictures from the Dorset VIP Project and key lessons learnt have been applied on this Project to ensure engagement has been accurate. For example:

7.8.2.1 The scale of the Project has been communicated from the outset with the provision of information plans.

7.8.2.2 Regular updates and communications have been issued, providing updates at key milestones.

7.8.2.3 Images of above ground features including CSECs and link boxes (kiosks) have been made available.

7.9 The CPO Guidance states that:

17.2 "Acquiring authorities are encouraged to engage early and communicate regularly with those whose interests are affected (in particular on relocation issues) and who have indicated a willingness to engage with the authority. Greater transparency and community engagement, including with the wider community, early in the compulsory purchase order process can increase the likelihood of a compulsory purchase order being confirmed."

7.9.1 DM has maintained consistent and proactive engagement, with a focus on the Project's objectives, the anticipated scope of works, and the potential implications for affected landowners and occupiers since 2021. This is evidenced in Appendix 1 of the Statement of Case (**CD C4**).

7.10 It is my considered opinion that the above CPO Guidance has been fully considered and taken into account in respect of the NGET's engagement.

8. CONSIDERATION OF OBJECTIONS RECEIVED

8.1 In the below table I provide a summary of the current status of each objection.

Non-Statutory Objector	Summary
Councillor Paul Hodgkinson (CD C5)	Objection withdrawn.
Statutory Objector	Summary
National Gas Transmission (CD C6)	NGET have agreed the terms for an Asset Protection Agreement (" APA ") with National Gas Transmission and the APA is now being executed.
Ann Wendy Drake & Ivan Laurence Drake (CD C10)	The latest in person meeting was held between DM and Mr & Mrs Drake's agent on the 10 th September 2025. A number of outstanding points have been resolved and it is hoped that Heads of Terms will be agreed in principle shortly.
Dunkerton Properties Projects Limited and Dowdeswell Conservation Limited (CD C8)	Objection withdrawn.
John Henry Barnes & Rosemary Susan Barnes (CD C9)	The latest meeting was held between DM and Mr & Mrs Barnes' agent on the 7 th September 2025. A number of outstanding points have been resolved and it is hoped that Heads of Terms will be agreed in principle shortly.
Mr Jonathan Morton Stanley and Corinium Construction Limited (CD C7)	The latest meeting was held between DM and Mr Stanley's agent on the 7 th October 2025. Whilst a number of points have been resolved, a number of points of difference remain at this time. Continued efforts are being made to resolve these points and there has since been (and continues to be) regular correspondence between DM and Mr Stanley's agent over this.
Jack Thomas Frank Nicholas & Tom Howard Nicholas (CD C11)	Objection withdrawn.

8.2 Below I comment in detail on the status of the remaining objections set out previously in Appendix 2 to NGET's Statement of Case (**CD C4**).

8.3 National Gas Transmission

8.3.1 National Gas Transmission's objection dated 21st May 2025 references a specific high-pressure gas transmission pipeline, known as Feeder 14 Wormington to Dowdeswell.

8.3.2 I am aware that both NGET's and National Gas Transmission's legal representatives have agreed the terms of an APA which is now being executed.

8.4 Ann Wendy Drake & Ivan Laurence Drake

8.4.1 Mr & Mrs Drake's objection dated 27th May 2025 focused upon specific areas of concern regarding construction methodology, specification of the proposed access track, plans for drainage, methods of land stabilisation prior to the establishment of newly planted vegetation and the depth and width of cables.

8.4.2 DM and NGET have continued to engage with Mr & Mrs Drake's agent on these points, as evidenced by Appendix 1 to this Statement, which identifies 12 further specific interactions since the previous version of the Summary of Engagement was appended to NGET's Statement of Case.

8.4.3 An updated version of the Heads of Terms was issued in open correspondence on the 1st October 2025 which documents a bespoke escalation process for the construction phase of the project. This specifically addresses the concerns raised around Mr & Mrs Drake's wish to have a means of recourse should any dispute arise between NGET's Construction Contractor and Mr & Mrs Drake around construction methodologies.

8.4.4 These terms also provide a further framework for the development of specific construction methodologies in relation to the access track, drainage, and replanting proposal.

8.4.5 Mr & Mrs Drake's Statement of Case, points 12-15 are consistent with my understanding as set out above. I believe the latest Heads of Terms now fully address the concerns raised by Mr & Mrs Drake and hope this will result in the removal of their objection prior to the Public Inquiry.

8.5 John Henry Barnes & Rosemary Susan Barnes

8.5.1 Mr & Mrs Barnes's objection dated 29th May 2025 references a lack of engagement and negotiation. NGET's response to this in the Statement of Case is unequivocal; engagement with Mr & Mrs Barnes is evidenced in Appendix 1 of NGET's Statement of Case and has been further updated in Appendix 1 of my Statement.

- 8.5.2 NGET's Statement of Case details the considerable engagement held since October 2021 and highlights the engagement held following the issue of Heads of Terms in July 2024. The summary also identifies a number of occasions where DM requested responses to the issued Heads of Terms, highlighting NGET's wish to engage over the terms and progress them in an expedient manner.
- 8.5.3 I wish to acknowledge that Mr & Mrs Barnes' agent representation changed in May 2025 and since this point the responsiveness from their agent has improved significantly.
- 8.5.4 Considerable progress has been made in relation to both the underground cable and lease terms in recent months, with a number of meetings being held to address the key issues raised in Mr & Mrs Barnes' objection.
- 8.5.5 An updated version of the Heads of Terms and updated supporting plans were issued by DM on the 24th September 2025. A further call with the landowner's agent took place on 7th October 2025 to review these collaboratively. A further revised version of the Heads of Terms was issued on the 9th October 2025.
- 8.5.6 The latest correspondence between Mr & Mrs Barnes and the Department for Energy Security and Net Zero concludes with: *"My clients hope to reach a satisfactory agreement with National Grid, however at this stage that is not completed, therefore the opportunity to take part in the Inquiry and appoint representation is maintained."*
- 8.5.7 I echo the conclusion here, NGET remain committed to agreeing voluntary terms and will continue to engage on this basis.
- 8.6 Mr Jonathan Morton Stanley and Corinium Construction Limited ("Mr Stanley")
- 8.6.1 Mr Stanley's objection dated 29th May 2025 makes reference to a *"failure to negotiate and/or consult"*. NGET's response to this in the Statement of Case is unequivocal; the criticism is rejected, since NGET (and DM) have made sustained and concerted attempts to negotiate and engage with Mr Stanley and his agents. Efforts to engage are evidenced in Appendix 1 of NGET's Statement of Case and has been further updated in Appendix 1 of my Proof of Evidence.
- 8.6.2 NGET's Statement of Case details the engagement held since October 2021, originally in Mr Stanley's capacity of Freehold owner of Middle Colgate Farm, which was subject to surveys and measures in connection with the development of the Project.
- 8.6.3 I note Mr Stanley purchased Colgate Farm in February 2024, the sales particulars for which acknowledged the following:
- "National Grid are in the very early stages of their VIP project, to remove around 7 km of overhead lines and replace it with buried electricity cables. On viewing the land, trial pits and monitoring stations in connection with the VIP project are present. Parts of Colgate Farm are shown to be affected by the project, however all of the pylons located on the land are proposed to be retained. Areas of the land are shown to be a preferred cable route, with other*

parts shown to be a preferred sealing end compound location. Works are intending to start (subject to funding) in 2025/26”.

- 8.6.4 The Engagement Summary identifies a number of occasions where DM requested responses to the issued Heads of Terms, highlighting NGET’s wish to engage over the terms and progress them in an expedient manner.
- 8.6.5 A meeting was held in person with Mr Stanley in July 2025 following receipt of his objection and further calls have since taken place between DM and Mr Stanley’s agent.
- 8.6.6 While NGET acknowledges the complexity inherent in the freehold acquisition and its associated requirements, it must be noted that the level of engagement and responsiveness demonstrated by Mr Stanley’s agent between July 2024 and May 2025 did not facilitate any meaningful progress towards securing a voluntary agreement during this period.
- 8.6.7 I wish to acknowledge that Mr Stanley’s agent representation changed in May 2025 and since this point the responsiveness from his agent has improved, resulting in the first formal response to the terms on the 28th August 2025. DM responded to these points in full on the 11th September 2025.
- 8.6.8 Some progress has now been made in relation to both the underground cable, CSEC acquisition and associated terms in recent months, with regular correspondence exchanges taking place.
- 8.6.9 These discussions have resulted in the agreement of a number of fundamental points on a without prejudice basis. NGET have also agreed to additional points requested by Mr Stanley’s agent around accommodation works and services. An offer was made on an open basis on 7th October 2025.
- 8.6.10 I believe the terms in discussion at this time are ‘over and above’ what is considered Market Value and reflects a premium over and above any compensation Mr Stanley would be entitled to under the Compensation Code. This is reflective of NGET’s desire to conclude a voluntary agreement.
- 8.6.11 There are a number of points which are outstanding and NGET remain committed to negotiating these.

9 SUMMARY AND CONCLUSIONS

- 9.1 My name is Dominic George Rees, and I am a Chartered Member of the Royal Institution of Chartered Surveyors employed by Dalcour Maclaren Ltd. I have ten years of professional experience in rural surveying, valuation, and the compulsory acquisition of land and land rights. Since 2017, my professional focus has been within the utilities and infrastructure sector.
- 9.2 DM were instructed in October 2021 by NGET in relation to the Project. My role has been to provide advice to NGET on all aspects of the impact of the Project and to enter into discussions and negotiations with landowners and other stakeholders.
- 9.3 Engagement with landowners and stakeholders has been proactive, sustained, and constructive since October 2021, with many voluntary agreements now at an advanced stage.
- 9.4 NGET has undertaken extensive efforts to secure the necessary land and rights through voluntary agreement and remains committed to continuing this approach wherever reasonably practicable.
- 9.5 NGET has complied with relevant Compulsory Purchase Order (CPO) guidance, demonstrating a compelling case in the public interest and reasonable efforts to negotiate.
- 9.6 NGET has made adjustments to the Project to accommodate concerns raised by landowners and has agreed to implement bespoke mitigation works to mitigate the possible impact of the Project.
- 9.7 The majority of objections have either been withdrawn or are progressing towards resolution, with ongoing dialogue continuing in good faith. Only 3 objections remain, and it is hoped that further progress will be made prior to the Inquiry in respect of these outstanding objections.
- 9.8 Confirmation of the Order is essential to ensure timely delivery of the Project in accordance with its programme.

10 DECLARATION

- 10.1 I confirm that the evidence prepared for this Inquiry and contained within this statement of evidence are my true and professional opinions. I confirm that I have understood and complied with my duty to the Inquiry as an Expert Witness and have provided my evidence impartially and objectively. I confirm that I have no conflicts of interest.
- 10.2 I confirm that artificial intelligence has not been used to produce this statement of evidence.

A handwritten signature in blue ink, appearing to read 'Dominic Rees', with a stylized flourish at the end.

DOMINIC REES

9th October 2025