

---

Core Document  
D01

---

**OBJ1**



Department for  
Energy Security  
& Net Zero

[REDACTED]  
Head of Electricity Network Planning Team  
Energy Infrastructure Planning Delivery  
Energy Development

Mobile: [REDACTED]

3-8 Whitehall Place, London

[Visit our page on gov.uk](#)

Follow us on social media:

[X](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#) | [YouTube](#)

OFFICIAL

**From:**

[REDACTED]  
**Sent:** 19 March 2026 17:11

**To:** [REDACTED]

**Cc:** [REDACTED]

**Subject:** National Grid Electricity Transmission plc (West Burton to Ratcliffe-on-Soar Refurbishment Project) Compulsory Purchase Order 2026

Dear [REDACTED].

I write to confirm that I am instructed to act on behalf of the following parties in relation to the National Grid Electricity Transmission plc (West Burton to Ratcliffe-on-Soar Refurbishment Project) Compulsory Order 2026:-

Alan Herbert Headland and Alan John Headland	Tower Numbers ZDA218, ZDA219 & ZDA220
Land Registry Title No.: NT188338	
Paul Spink Limited	Tower Numbers ZDA236, ZDA237 & ZDA238
Land Registry Title No.: NT346929	
Keith Stephen Darlay and Geoffrey William Darlay	Tower Numbers ZDA222, ZDA223, ZDA224 & ZDA225
Land Registry Title No.: NT471534, NT553992 & NT471529	

All of the above parties are land owners affected directly by the Order.

All of the above parties wish to **OBJECT** to the making of the Order.

The grounds for objection are:-

1. There are longstanding existing agreements in place, already providing the rights being sought under the Order, so the Order is not necessary or justified in the public interest;
2. The effect of converting what is currently a terminable arrangement into a permanent easement has a negative impact on the land owners legal property interests that has not been addressed by NGET;
3. The above landowners have not been visited at their business premises by NGET or their agents to explain the reasons behind the alleged need for the Order; and

4. Insufficient weight has been attached to correspondence from NGET or their agents to explain the potential adverse implications of the order on their interest and the fact that it is strongly recommended that they seek independent property and legal advice.

I consider that the above grounds of objection represent serious shortcomings in due process and acting in the public interest. As such, I trust that they will be afforded due weight when determining whether or not the Order should be confirmed.

Regards.

**MRICS FAAV**



**DDM Agriculture Limited**  
**Eastfield**  
**Albert Street**  
**BRIGG**  
**DN20 8HS**

**DX 24358 BRIGG**

**Tel** [REDACTED]  
**Fax** [REDACTED]  
**Mobile** [REDACTED]  
**///** [decoding.acted.trackers](http://decoding.acted.trackers)

**Web** [www.ddmagriculture.co.uk](http://www.ddmagriculture.co.uk)

DDM Agriculture Limited  
Registered in England and Wales, Number 3740827  
Registered Office Eastfield, Albert Street, Brigg, North Lincolnshire DN20 8HS.

NOTICE: This email is intended for the named recipient only. It may contain privileged and confidential information. If you are not the intended recipient, notify the sender immediately and destroy this email. You must not copy, distribute or take action in reliance upon it. Whilst all efforts are made to safeguard emails, DDM Agriculture Limited cannot guarantee that attachments are virus free or compatible with your systems and does not accept liability in respect of viruses or computer problems experienced.

DDM Agriculture Limited reserves the right to monitor all email communications through its internal and external networks.

OFFICIAL



## 1. Existing agreements and necessity of the Order

NGET does not accept that the Order is unnecessary or not justified in the public interest. The Order pursues a legitimate aim in the public interest to ensure the continued safe and reliable operation of the transmission network and to support the delivery of the Government's energy security and net zero objectives. NGET considers it essential to secure permanent easements rather than rely upon existing wayleaves for the following reasons:

- a) Wayleaves are terminable, do not run with the land and are not registrable on the title to the land. This presents a material risk to NGET's security of tenure and, consequently, to the continued operation of the electricity transmission network. It is in the public interest to secure appropriate long-term protection for the network through the grant of permanent easements.
- b) Reliance upon the statutory necessary wayleave regime under Schedule 4 to the Electricity Act 1989 would not be sufficient for the purposes of the Project. That regime provides only temporary rights subject to periodic renewal and would give rise to significant delay and uncertainty incompatible with the delivery programme for the Project.
- c) This approach is consistent with national policy. Paragraph 2.6.4 of NPS EN-5 states that *"permanent arrangements are strongly preferred over voluntary wayleaves (which could, for example, be terminable on notice by the landowner) in virtue of their greater reliability and economic efficiency and reflecting the importance of the relevant infrastructure to the government's Clean Power and net zero goals."*

## 2. Impact upon the Objectors' property interests

NGET notes the Objectors' concern that the conversion of existing terminable arrangements into permanent easements may have a negative impact upon their legal property interests. However, NGET is taking a proportionate approach to compulsory acquisition and, rather than seeking to acquire the freehold title to the Order Land, is seeking to acquire only permanent rights (such as rights to maintain and operate the overhead lines). The acquisition of permanent easements is necessary to secure the long-term operation, maintenance and protection of the electricity transmission infrastructure comprised in the Project. The refurbishment works will result in upgraded infrastructure which will remain in situ and in operation for the foreseeable future, and it is appropriate that the rights securing that infrastructure are commensurate in duration. NGET has had regard to the requirements of the Human Rights Act 1998, including Article 1 of the First Protocol to the European Convention on Human Rights, and is satisfied that the interference with the Objectors' property rights is justified, necessary and proportionate in pursuit of the legitimate aim of ensuring the continued safe and reliable operation of the electricity transmission network and supporting the delivery of the Government's energy security and net zero objectives. The Objectors will be entitled to compensation for any loss or damage sustained as a result of the acquisition and exercise of the rights sought, in accordance with the Compulsory Purchase Compensation Code, which provides an appropriate safeguard in this regard.

### 3. Engagement with the Objectors

NGET has made reasonable endeavours to engage with the Objectors regarding the Project. NGET's appointed land agent, Ardent Management Limited ("Ardent"), sent a Project Introductory Letter and Landowner Questionnaire to the Objectors on 27 September 2024. The Objectors returned the Landowner Questionnaire on 4 October 2024. Ardent sent a further letter updating on the Project and refurbishment works on 5 June 2025. A Land Interest Questionnaire was sent to the Objectors on 12 November 2025, which was returned on 23 December 2025. On 4 February 2026, Ardent sent an offer letter to the Objectors for a Deed of Easement. On 16 February 2026, Ardent emailed a digital copy of the offer letter to the Objectors. On 20 April 2026, Ardent explained the Project via phone to the Objectors and the offer issued to the Objectors and agreed to work towards a voluntary agreement. The Government Guidance on the Compulsory Purchase Process recognises that compulsory purchase procedures may properly be initiated in parallel with ongoing negotiations, and NGET's approach is consistent with that principle. NGET remains willing to meet with the Objectors at their business premises or at such other location as may be convenient to discuss the Project, the rights sought and the terms of a voluntary agreement. NGET is committed to engaging with the Objectors and their representatives with a view to reaching a voluntary agreement.

### 4. Communication of the implications of the Order

NGET does not accept that insufficient weight has been attached to its correspondence with the Objectors regarding the implications of the Order. As set out above, NGET's appointed land agent, Ardent, has corresponded with the Objectors on multiple occasions since September 2024, including by way of the Project Introductory Letter and Landowner Questionnaire (27 September 2024), a project update letter (5 June 2025), a Land Interest Questionnaire (12 November 2025) and an offer letter for a Deed of Easement (4 February 2026). In accordance with paragraph 19 of the Government Guidance on the Compulsory Purchase Process, NGET has offered advice and support to affected landowners, including offering to meet reasonable professional advisors' fees. Landowners have also been provided with a copy of NGET's Land Rights Strategy, which sets out the compensation payments that are being offered for voluntary easements. NGET has at all times sought to communicate clearly the nature and effect of the Order and the rights sought and has encouraged the Objectors to seek independent property and legal advice. NGET notes that the Objectors are represented by DDM Agriculture Limited and trusts that the Objectors have had the benefit of professional advice in connection with the Order. NGET remains willing to provide any further information or clarification that the Objectors or their representatives may require.

NGET is committed to engaging with the Objectors and their representatives with a view to reaching a voluntary agreement and resolving the matters raised in the objection. We would be grateful if you could confirm the Objectors' willingness to engage in discussions with a view to agreeing a resolution and withdrawing the objection to the Order.

If you require any assistance, please get in touch with Ardent on 0203 092 3162 or via email: [WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)

Yours sincerely,

[Redacted]

[Redacted]

National Grid Lands Team

CC: [Redacted]

[Redacted]

**OBJ2**

Department for Energy Security and Net  
Zero  
Electricity Networks Planning, Consenting  
and Communities  
3 Whitehall Place  
London  
SW1A 2EG

And by email to

[REDACTED]

Dear [REDACTED]

**FORMAL OBJECTION TO THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (WEST BURTON TO RATCLIFFE-ON-SOAR REFURBISHMENT PROJECT) COMPULSORY PURCHASE ORDER 2026 (the "Order")**

Pollock Associates are the duly authorised agent, acting on behalf of Mr and Mrs EM Astley-Arlington Trustees of The Gladwell Trust, The Rathbone Trust, The Tufnell Trust, Arlington Farming Limited and MFP, the freehold owners of Plots 23-3, 23-7, 23-8, 23-9, 23-10, 23-11, 23-12, 23-13, 23-14, 23-15, 23-16, 23-17, 23-18, 24-1, 24-2, 24-3, 24-4 as set out in the West Burton to Ratcliffe-on-Soar Refurbishment Project Compulsory Purchase Order 2026 (the "CPO").

The Order was made by National Grid Electricity Transmission plc ("the Acquiring Authority") on 12<sup>th</sup> February 2026 for the purpose stated within the Order of refurbishing the existing overhead electric lines and replacing underground cables between West Burton and Ratcliffe-on-Soar and associated works.

Plots 23-3, 23-7, 23-8, 23-9, 23-10, 23-11, 23-12, 23-13, 23-14, 23-15, 23-16, 23-17, 23-18, 24-1, 24-2, 24-3, 24-4 are shown on the sealed map accompanying the Order as being subject to new rights authorised to be purchased compulsorily in, on, under or over the land, described in Table 1 of Schedule 1 to the Order Schedule and shown coloured light blue and edged red.

We object to the CPO on the grounds that it will have serious adverse effects upon the daily operations of the dairy farm and on the use of the land as a solar farm and battery energy storage system (the Great North Road Solar and Biodiversity Park).

The Great North Road Solar and Biodiversity Park is in the midst of the DCO process as a nationally significant infrastructure project and we strongly believe these schemes can co-exist. In fact, they could be more aptly described as symbiotic to one another, and both are required to help reach the government's 2030 net zero targets. We therefore recognise the importance of the refurbishment project and are keen to work collaboratively to reach a reasonable agreement that benefits all parties.

For reference, the Order plots 23-16, 23-17, 23-18, 23-19, 24-1, 24-2, 24-3 and 24-4 directly overlap with the Great North Road Solar and Biodiversity Park.

Government guidance on the use of CPO powers requires an acquiring authority to demonstrate a compelling case in the public interest. At this stage, we do not consider that the compulsory acquisition of the Plots achieves this. The benefit to the proposed scheme in acquiring these plots does not clearly outweigh the benefit of the Great North Road Solar and Biodiversity Park – itself a nationally significant infrastructure project.

To date, no formal public consultation has been undertaken in respect of the project, no consideration has been given to the operation of the dairy farm or the solar park and nor have there been any substantive discussions with us to seek to agree terms and access routes. We do not consider that the Order should be made unless and until all parties have used all reasonable endeavours to negotiate and reach agreement, thereby avoiding the need for compulsory purchase.

We would ask that the Order is not confirmed and that a public inquiry is held to ensure that the CPO is amended in a way that will make it more proportionate and beneficial to the public interest.

We would be grateful if you could confirm receipt of this objection and advise us of the next steps in the process.

Yours sincerely,

██████████ MRICS FAAV

**For and on behalf of Pollock Associates as duly authorised agents for and on behalf of The Gladwell Trust, The Rathbone Trust, the Tufnell Trust, Arlington Farming Limited and MFP**

Mobile: ██████████

Email: ██████████

Our Ref: WBROS\_CPO\_504\_447\_447

██████████  
Pollock Associates  
Home Farm  
Stoke Rochford  
Grantham  
NG33 5EF

**Ardent West Burton to Ratcliffe-On-Soar**

**Project Team**

36 – 38 Botolph Lane, London, EC3R 8DE  
[WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)  
0203 092 3162

By email only to: ██████████

Date: 13/05/2026

Dear ██████,

**Subject: THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (WEST BURTON TO RATCLIFFE-ON-SOAR REFURBISHMENT PROJECT) (the "Project") COMPULSORY PURCHASE ORDER 2026 (the "Order")**

**OBJECTION ON BEHALF OF MR AND MRS EM ASTLEY-ARLINGTON AS TRUSTEES OF THE GLADWELL TRUST, THE RATHBONE TRUST AND THE TUFNELL TRUST, ARLINGTON FARMING LIMITED AND MFP**

Further to your letter dated 19 March 2026 submitted on behalf of your clients, Mr and Mrs EM Astley-Arlington as Trustees of The Gladwell Trust, The Rathbone Trust and The Tufnell Trust, Arlington Farming Limited and MFP (together, the "Freehold Owners"), we write in response to the objection raised in respect of the above-referenced National Grid Electricity Transmission plc ("NGET") Project and Order and your clients' interests ("the Plots").

The Plots are within the High Marnham to Stoke Bardolph section of the Project. The anticipated works in connection with the Project in these areas comprise overhead line works, specifically reconductoring using more power efficient conductors as the existing conductors do not meet the required rating.

The overhead line works include:

- 1) Replacement of all conductors, fittings, insulators and associated tower furniture;
- 2) Replacement of existing earthwires, downloads and down droppers;
- 3) Steelwork refurbishment and replacement;
- 4) Further refurbishment works including the repair or replacement of the anti-climbing devices and other accessories such as property plates;
- 5) Gantry refurbishment;
- 6) Foundation refurbishment; and
- 7) Protection and control settings to be changed where necessary.

The rights sought in the CPO are required for the above planned works, but also for future maintenance works to maintain and refurbish the line: such maintenance may include the works listed above.

We note the Freehold Owners' concern that the Order will have adverse effects upon the daily operations of the dairy farm and upon the use of the land as a solar farm and battery energy storage system, being the Great North Road Solar and Biodiversity Park (the "Solar Park"), which overlaps with the Order land. For ease of reference, this letter addresses each of the principal matters raised in the Freehold Owners' objection in turn below.

### **Impact on the Dairy Farm and the Great North Road Solar and Biodiversity Park**

NGET notes the Freehold Owners' concern that the Order will have serious adverse effects upon the daily operations of the dairy farm carried out on the land and upon the use of the land for the purposes of the Solar Park. NGET acknowledges the importance of the Solar Park, being a nationally significant infrastructure project currently in the midst of the DCO process, and its potential contribution to the achievement of the Government's net zero targets. NGET also notes the Freehold Owners' view that the Project and the Solar Park can co-exist and are symbiotic to one another, and that both are required to help reach the Government's 2030 net zero targets. NGET shares the view that the two projects should be capable of co-existing. Initial discussions between the Solar Park developer and NGET have taken place in respect of the Order and NGET will continue to engage with the developer to seek a resolution.

NGET is committed to minimising disruption to the Freehold Owners' dairy farming operations during the carrying out of the works and will seek to agree appropriate access arrangements and working practices in advance. A meeting is being held on 13<sup>th</sup> May 2026 with your client to discuss the Project works and how disruption can be minimised as far as practicable. NGET will remain in contact with your client as the Project progresses regarding its land access requirements. NGET would also pay compensation for damage or loss resulting from the exercise of their rights either under a voluntary easement or entry under the CPO where it is not possible to mitigate the impact of the works.

NGET remains committed to engaging with the Freehold Owners and the promoters of the Solar Park to understand the precise extent of the overlap between the Order land and the land required for the Solar Park and to discuss the works to be undertaken in those areas, with a view to ensuring that any interface between the Project and the Solar Park is appropriately managed and the projects can co-exist.

### **Compelling Case in the Public Interest**

NGET does not accept the Freehold Owners' contention that the compulsory acquisition of rights over the Plots is unsupported by a compelling case in the public interest. The Project is necessary to ensure the continued safe and reliable operation of the electricity transmission network and to relieve the network constraint due to the forecasted volume of new generation projects required to connect to the electricity network. The Project is also an enabler to the delivery of other NGET Accelerated Strategic Transmission Investment projects such as the Chesterfield to High Marnham Project as well as new customer connection requirements. NGET recognises the need for the Project and the Solar Park to co-exist and is in discussions with the promoters of the Solar Park in this respect. NGET's position remains that the rights sought under the Order are reasonably necessary for the purposes of the Project and the ongoing operation, maintenance and protection of the electricity transmission infrastructure.

With respect to notice being given to your client of the making of the Order, we note that notices were sent to Edward Michael Astley-Arlington and Alison Margaret Astley-Arlington; Edward Michael Astley-Arlington and Alison Margaret Astley-Arlington (trading as MFP); and Arlington Farming Limited, address to its Company Secretary at its registered address. As you have noted other named Trusts, NGET's land agent, Ardent, will follow up with you separately to confirm evidence of the interest held in plots so that we can update our landownership records as appropriate.

NGET trusts that the above demonstrates its commitment to working collaboratively with the Freehold Owners and the promoters of the Solar Park to resolve this matter with a view to the objection to the Order being withdrawn.

If you require any assistance, please get in touch with Ardent on 0203 092 3162 or via email: [WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)

Yours sincerely,

[Redacted]  
[Redacted]  
**National Grid Lands Team**

cc: The Company Secretary – Arlington Farming Limited at Middlethorpe Grange, Ollerton Road, Caunton, Newark, NG23 6BB; [Redacted]  
[Redacted]  
[Redacted]

**OBJ3**

18 March 2026



██████████ TEP  
MRICS FAAV

E: ██████████  
██████████

Department for Energy Security and Net Zero  
Electricity Networks Planning, Consenting and  
Communities  
3 Whitehall Place  
London  
SW1A 2EG

Olympic House  
Doddington Road  
Lincoln LN6 3SE  
savills.com

And by email to ██████████

Dear ██████████

**FORMAL OBJECTION TO THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (WEST BURTON TO RATCLIFFE-ON-SOAR REFURBISHMENT PROJECT) COMPULSORY PURCHASE ORDER 2026 (the "Order")**

We are agents to Chloe Francesca Gill the freehold owner of Plots 17-15, 17-17, 18-1, 18-2 as set out in the West Burton to Ratcliffe-on-Soar Refurbishment Project Compulsory Purchase Order 2026 (the "CPO").

The Order was made by National Grid Electricity Transmission plc ("the Acquiring Authority") on 12 February 2026 for the purpose stated within the Order of refurbishing the existing overhead electric lines and replacing underground cables between West Burton and Ratcliffe-on-Soar and associated works.

Plots 17-15, 17-17, 18-1, 18-2 are shown on the sealed map accompanying the Order as being subject to new rights authorised to be purchased compulsorily in, on, under or over the land, described in Table 1 of Schedule 1 to the Order Schedule and shown coloured light blue and edged red.

Our client wishes to object to the CPO on the grounds that it will have a serious adverse effect upon the use of the land as a solar farm and battery energy storage system (the Great North Road Solar and Biodiversity Park).

The Great North Road Solar and Biodiversity Park is a nationally significant infrastructure project designed to provide 800mw of electricity and will be of critical importance in achieving the carbon reduction required to achieve Britain's net zero targets.

The imposition of new rights over these plots poses a significant risk to the ability of the Solar and Biodiversity Park to generate electricity and to reduce carbon emissions. I recognise the need for the National Grid project, but this should not be at the detriment of a new carbon reducing project particularly when the two can negotiate a position where they both proceed.

Government guidance on the use of CPO powers requires an acquiring authority to demonstrate a compelling case in the public interest. We do not believe that the acquisition of plots 17-15, 17-17, 18-1, and 18-2 achieves this because the benefit to the proposed scheme in acquiring these plots does not clearly outweigh the need for a nationally significant infrastructure project. The West Burton to Radcliffe-on-Soar Refurbishment Project can co-exist with the Great North Solar and Biodiversity Park with minimal adjustment. The availability of suitable reasonable alternative approaches which can be agreed in relation to the land mean that compulsory acquisition of rights is not necessary.






We would ask that the Order is not confirmed and that a public inquiry is held to ensure that the CPO is amended in a way that will make it more proportionate and beneficial to the public interest.

Please can you confirm receipt of this objection and advise on the next steps in the process.

Yours sincerely



  
Director - RICS Registered Valuer

Our Ref: WBROS\_CPO\_484

[REDACTED]  
Savills  
Olympic House  
Doddington Road  
Lincoln  
LN6 3SE

**Ardent West Burton to Ratcliffe-On-Soar**

**Project Team**

36 – 38 Botolph Lane, London, EC3R 8DE  
[WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)  
0203 092 3162

By email only to: [REDACTED]

Date: 13/05/2026

Dear [REDACTED],

**Subject: THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (WEST BURTON TO RATCLIFFE-ON-SOAR REFURBISHMENT PROJECT) (the "Project") COMPULSORY PURCHASE ORDER 2026 (the "Order")**

## **OBJECTION ON BEHALF OF CHLOE FRANCESCA GILL**

Further to your letter dated 18 March 2026 submitted on behalf of your client, Chloe Francesca Gill ("Ms Gill"), we write in response to the objection raised in respect of the above-referenced National Grid Electricity Transmission plc ("NGET") Project and Order, and the land in which Ms Gill has an interest ("the Plots").

The Plots fall within the High Marnham to Stoke Bardolph section of the Project. The anticipated works in connection with the Project in these areas comprise overhead line works, specifically reconductoring using more power efficient conductors as the existing conductors do not meet the required rating.

The overhead line works include:

- 1) Replacement of all conductors, fittings, insulators and associated tower furniture;
- 2) Replacement of existing earthwires, downloads and down droppers;
- 3) Steelwork refurbishment and replacement;
- 4) Further refurbishment works including the repair or replacement of the anti-climbing devices and other accessories such as property plates;
- 5) Gantry refurbishment;
- 6) Foundation refurbishment; and
- 7) Protection and control settings to be changed where necessary.

The rights sought in the CPO are required for the above planned works, but also for future maintenance works to maintain and refurbish the line: such maintenance may include the works listed above.

For ease of reference, this letter addresses each of the principal matters raised in your client's objection in turn below.

**Impact on the Great North Road Solar and Biodiversity Park**

NGET notes Ms Gill's concern that the Order could have a serious adverse effect upon the use of the land as a solar farm and battery energy storage system, being the Great North Road Solar and Biodiversity Park (the "Solar Park"). NGET acknowledges the importance of the Solar Park and its potential contribution to the achievement of the Government's net zero targets. However, NGET considers that the rights sought under the Order over the Plots are reasonably necessary for the purposes of the Project and the ongoing operation, maintenance and protection of the electricity transmission infrastructure. NGET's position is that the Project is compatible with the Solar Park and to that end NGET is, committed to engaging with Ms Gill and the promoters of the Solar Park to understand the precise extent of the overlap between the Order land and the land required for the Solar Park and to discuss the works to be undertaken in those areas, with a view to ensuring that any interface between the Project and the Solar Park is appropriately managed and the projects can co-exist. Initial discussions between the Solar Park developer and NGET have taken place in respect of the Order and NGET will continue to engage with the developer to seek a resolution.

**Compelling Case in the Public Interest**

NGET does not accept Ms Gill's contention that the acquisition of rights over the Plots is unsupported by a compelling case in the public interest. The Project is necessary to ensure the continued safe and reliable operation of the electricity transmission network and to relieve the network constraint due to the forecasted volume of new generation projects required to connect to the electricity network. The Project is also an enabler to the delivery of other NGET Accelerated Strategic Transmission Investment projects such as the Chesterfield to High Marnham Project as well as new customer connection requirements. NGET notes Ms Gill's assertion that the Project can co-exist with the Solar Park with minimal adjustment and that reasonable alternative approaches are available. NGET recognises the need for the Project and the Solar Park to co-exist and is in discussions with the promoters of the Solar Park in this respect. However, NGET's position remains that the rights sought under the Order are reasonably necessary for the purposes of the Project and the ongoing operation, maintenance and protection of the electricity transmission infrastructure.

NGET trusts that the above demonstrates its commitment to working collaboratively with Ms Gill and the promoters of the Solar Park to resolve this matter with a view to the objection to the Order being withdrawn.

If you require any assistance, please get in touch with Ardent on 0203 092 3162 or via email: [WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)

Yours sincerely,

[Redacted]  
[Redacted]  
**National Grid Lands Team**

cc: [Redacted]

**OBJ4**



Pinsent Masons

BY E-MAIL TO [REDACTED]

[REDACTED]  
Department for Energy Security and Net Zero  
Electricity Networks Planning  
Consenting and Communities  
3 Whitehall Place  
London  
SW1A 2EG

688867

E [REDACTED]

19 March 2026

Dear [REDACTED]

**THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (WEST BURTON TO RATCLIFFE-ON-SOAR REFURBISHMENT PROJECT) COMPULSORY PURCHASE ORDER 2026 (THE "CPO")  
OBJECTION TO CONFIRMATION OF CPO**

We are instructed by Cottam Solar Project Limited ("**CSPL**") to lodge an objection to the CPO made by National Grid Electricity Transmission plc ("**NGET**") on 12 February 2026.

CSPL is the undertaker for and has the benefit of The Cottam Solar Project Order 2024 (as amended) (the "**Order**") which authorises CSPL to construct, operate, maintain and decommission a ground mounted solar photovoltaic generating station with a gross electrical output capacity over 50 megawatts and associated development (the "**Scheme**").

The Order contains a variety of powers for the benefit of CSPL that relate to land which, in some areas, overlaps with land over which the CPO is sought, including compulsory acquisition and temporary use powers. CSPL has reviewed the CPO plans to identify the relevant overlapping plots.

The relevant plots on the CPO plans provided by NGET are: 4-15, 4-17, 4-18, 5-1, 5-4, 5-6, 5-7, 5-12, 5-13, 5-14, 5-15, 5-16, 5-17, 5-18, 5-19, 5-20, 5-21, 5-22, 5-23, 5-24, 5-25, 5-26, 6-1, 6-2, 6-3, 6-4, 6-5, 6-6, and 6-7.

In addition, CSPL also has the benefit of an option agreement with a landowner to which this land relates (the "**Option Agreement**"). It is for these reasons that CSPL is a qualifying person under section 12 of the Acquisition of Land Act 1981 (the "**ALA 1981**").

CSPL is willing to work with NGET to agree a resolution. However, until such a resolution is agreed, CSPL must object to the CPO to ensure that its rights and powers under the Order and the Option Agreement remain in place and are not extinguished, or interfered with, by the CPO – such that the Scheme remains deliverable by CSPL.

Pinsent Masons LLP

30 Crown Place Earl Street London EC2A 4ES

T +44 (0) 20 7418 7000 F +44 (0) 20 7418 7050 DX 157620 Broadgate

Pinsent Masons LLP is a limited liability partnership, registered in England and Wales (registered number: OC333653) authorised and regulated by the Solicitors Regulation Authority (registration number: 471972) and the appropriate jurisdictions in which it operates. Reference to 'Pinsent Masons' is to Pinsent Masons LLP and/or one or more of the affiliated entities that practise under the name 'Pinsent Masons' as the context requires. The word "partner", used in relation to the LLP, refers to a member or an employee or consultant of the LLP or any affiliated firm, with equivalent standing. A list of members of Pinsent Masons, those non-members who are designated as partners, and non-member partners in affiliated entities, is available for inspection at our offices or at [www.pinsentmasons.com](http://www.pinsentmasons.com)

For a full list of the jurisdictions where we operate, see [www.pinsentmasons.com](http://www.pinsentmasons.com)



This letter constitutes both: (1) CSPL's objection to the confirmation of the CPO; and (2) a representation made by CSPL under section 16 of the ALA 1981, given CSPL's status as a statutory undertaker holding an electricity generation licence.

Please acknowledge receipt of this letter to the contact details provided above.

Yours sincerely

*Pinsent Masons LLP*

Pinsent Masons LLP

Our Ref: WBROS\_CPO\_1014

██████████  
Pinsent Masons LLP  
30 Crown Place  
London  
EC2A 4ES

**Ardent West Burton to Ratcliffe-On-Soar  
Project Team**

36 – 38 Botolph Lane, London, EC3R 8DE  
[WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)  
0203 092 3162

By email only to: ██████████

Date: 13/05/2026

Dear ██████████

**Subject: THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (WEST BURTON TO RATCLIFFE-ON-SOAR REFURBISHMENT PROJECT) (the "Project") COMPULSORY PURCHASE ORDER 2026 (the "Order")**

## OBJECTION ON BEHALF OF COTTAM SOLAR PROJECT LIMITED

Further to your letter dated 19 March 2026 on behalf of Cottam Solar Project Limited ("CSPL"), we write in response to the objection raised in respect of the above-referenced National Grid Electricity Transmission plc ("NGET") Project and Order. We note the concerns expressed regarding the potential impact of the Order upon CSPL's powers under The Cottam Solar Project Order 2024 (as amended) (the "CSPL Order"), which authorises CSPL to construct, operate, maintain and decommission a ground mounted solar photovoltaic generating station with a gross electrical output capacity over 50 megawatts and associated development (the "Scheme"), and upon CSPL's interest under its option agreement with the relevant landowner (the "Option Agreement").

By way of background explanation, NGET notes that the land over which the Order is sought overlaps, in certain areas, with the order limits of the CSPL Order. The overlap is between the spans of towers ZDA222 and ZDA225, and ZDA226 and ZDA228A. This area falls within the West Burton to High Marnham (A403) section. The anticipated Project works within this area of overlap comprise of the following:

- 1) Overhead line works- Overhead line rights are sought to enable maintenance of the existing overhead line assets. Works could include:
  - a) Replacement of conductors, earthwires, insulators, and fittings;
  - b) Steelwork refurbishment and replacement;
  - c) Further refurbishment works including the repair or replacement of the anti-climbing devices and other accessories such as property plates;
  - d) Muffs (concrete caps) and foundation refurbishment; and
  - e) Protection and control settings to be changed where necessary.

- 2) Cabling works-Cabling rights are sought to enable maintenance of the existing cable assets. Works could include:
- a) Repair or replacement of the existing cable;
  - b) Replacement of existing cable sealing end compound fencing; and
  - c) Replacement of the existing oil filled cable with new Cable Sealing End terminations and new Gantry.

To carry out the above, access rights over access routes are also sought.

Initial meetings have taken place between NGET and CSPL and NGET is committed to engaging with CSPL to understand the precise extent of the overlap between the Order land and the Scheme's order limits and to discuss the works to be undertaken in those areas. NGET is willing to work with CSPL with a view to agreeing appropriate measures to ensure that the interface between the Order and the CSPL Order is appropriately managed to allow co-existence and that any impact upon the Scheme is minimised. In any event, NGET anticipates these interactions being limited, as the works relate to existing assets which should have been accounted for in the design of CSPL's Scheme, with NGET's asset protection requirements secured via protective provisions within the CSPL Order.

In terms of CSPL's interests in the Order land, NGET's land agent, Ardent, will follow up with you separately to confirm evidence of the interest held in plots so that we can update our landownership records as appropriate.

We trust that the above demonstrates NGET's commitment to working collaboratively with CSPL to resolve this matter and would be grateful if you could confirm your client's willingness to engage in discussions with a view to agreeing a resolution and withdrawing the objection to the Order.

If you require any assistance, please get in touch with Ardent on 0203 092 3162 or via email: [WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)

Yours sincerely,

██████████  
██████████  
**National Grid Lands Team**

cc: The Company Secretary, Cottam Solar Project Limited at Unit 25.7 Coda Studios, 189 Munster Road, London, SW6 6AW

**OBJ5**

The Department for Energy Security and Net Zero,  
Electricity Networks Planning,  
Consenting and Communities,  
3 Whitehall Place,  
London  
SW1A 2EG  
and to [REDACTED]

FIRST CLASS

18 March 2026

Our ref: [REDACTED] 016509-0010

Contact: [REDACTED]

For the attention of [REDACTED]

Dear Sirs,

The National Grid Electricity Transmission PLC (West Burton to Ratcliffe-on-Soar Refurbishment Project)  
Compulsory Purchase Order 2026 ("the CPO")  
Map Numbers 52-2 and 53-4  
Title Number NT285471 -Absolute Freehold  
Owner: East Midlands Transport Heritage Trust ("EMTHT")

We represent East Midlands Transport Heritage Trust (Company Number 02481338) of Nottingham Transport Heritage Centre, Mere Way, Ruddington, Nottingham NG11 6NX who are a Charity registered Charity with the Charity Commission with Charity Number 1124830, and we write this letter of objection on their behalf and with their authority.

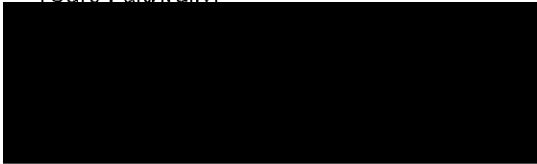
EMTHT object to the CPO on the following basis:

1. The CPO states that oversail rights are required over a disused railway. The railway in question is not disused, and is operated daily pursuant to Statutory Instrument (The Great Central (Nottingham) Railway Order 1995 SI 1995 No. 2143) (the "GCNRO 1995").
2. The rights set out in the CPO are not adequate for an operational railway line. Any rights to oversail must take account of the fact that the railway line is operational, and specify minimum distances, and require any works to be undertaken in compliance with The Great Central (Nottingham) Railway Order 1995 SI 1995 No. 2143.
3. Any infrastructure placed near the railway line must comply with Railway Group Standard GIRT 7073 (Issue 3 dated March 2023) (the "GIRT 2023"). The CPO rights proposed take no account of this as the description of "the Land" is stated to be "disused railway".
4. A draft deed of easement was first issued for approval only on 27 November 2025. We have provided comments taking account of the above with a view to agreeing a deed of easement on a consensual basis and taking account of both the GCNRO 1995 and the GIRT 2023.
5. EMTHT are a registered charity operating two railway lines between the Nottingham Transport Heritage Centre, Ruddington, Nottingham and a point in the parish of East Leake in the vicinity of the British Gypsum works.

6. Bisecting the railway line without complying with the relevant Statutory Instruments and the Railway Group Standards risks severing the line, preventing it from operating, and may cause EMTHT to cease operations.
7. The Railway has over many years been used by British Gypsum to transport raw materials, so keeping lorries off local roads.
8. EMTHT have the right to grant a lease of the Railway Line to Great Central Railway (1976) plc pursuant to the GCNRO 1995.
9. EMTHT have expressed a willingness to grant a deed of easement on a consensual basis that deals with all of the above issues and negotiations have commenced recently and are ongoing.

For the above reasons EMTHT objects to the grant of the CPO in relation to all property owned by them.

Yours Faithfully,



Real Estate Partner  
gunnercooke LLP

Our Ref: WBROS\_CPO\_437

Your Ref: [REDACTED]/016509-0010

[REDACTED]  
Gunnercooke LLP  
1 Cornhill  
London  
EC3V 3ND

**Ardent West Burton to Ratcliffe-On-Soar  
Project Team**

36 – 38 Botolph Lane, London, EC3R 8DE  
[WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)  
0203 092 3162

By email only to: [REDACTED]

Date: 13/05/2026

Dear [REDACTED],

**Subject: THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (WEST BURTON TO RATCLIFFE-ON-SOAR REFURBISHMENT PROJECT) (the "Project") COMPULSORY PURCHASE ORDER 2026 (the "Order")**

## **OBJECTION ON BEHALF OF EAST MIDLANDS TRANSPORT HERITAGE TRUST**

Further to your letter dated 18 March 2026 submitted on behalf of East Midlands Transport Heritage Trust ("EMTHT" or the "Objector"), we write in response to the objection raised in respect of the above-referenced National Grid Electricity Transmission plc ("NGET") Project and Order and your clients' interests (the "Plots").

The Plots are within the Stoke Bardolph to Ratcliffe-on-Soar (A41F) section of the Project. The anticipated works in connection with the Project in these areas comprise overhead line works, specifically reconductoring using more power efficient conductors as the existing conductors do not meet the required rating.

The overhead line works include:

- 1) Replacement of all conductors, fittings, insulators and associated tower furniture;
- 2) Replacement of existing earthwires, downleads and down droppers;
- 3) Steelwork refurbishment and replacement;
- 4) Further refurbishment works including the repair or replacement of the anti-climbing devices and other accessories such as property plates;
- 5) Gantry refurbishment;
- 6) Foundation refurbishment; and
- 7) Protection and control settings to be changed where necessary.

The rights sought in the CPO are required for the above planned works, but also for future maintenance works to maintain and refurbish the line: such maintenance may include the works listed above. This response addresses each point raised within your letter in turn below.

NGET acknowledges that the railway situated on the Objector's land is an operational railway line operated pursuant to The Great Central (Nottingham) Railway Order 1995 (SI 1995 No. 2143) (the "GCNRO 1995") and that the description of the land in the Order as "disused railway" is inaccurate. NGET will take steps to correct the description of the land in the Order to reflect the operational status of the railway.

NGET acknowledges the Objector's concern that the rights set out in the Order must take account of the operational status of the railway and must be exercised in compliance with the GCNRO 1995 and Railway Group Standard GIRT 7073 (Issue 3, March 2023) ("GIRT 7073"). NGET is currently engaging with the Objector regarding the potential incorporation of appropriate safeguards, whether within a proposed deed of easement or an asset protection agreement.

NGET welcomes the Objector's expressed willingness to grant a deed of easement on a consensual basis and remains committed to continuing to engage with the Objector and its representatives with a view to reaching a voluntary agreement which addresses the matters raised in the objection. We would be grateful if you could confirm the Objector's willingness to continue discussions with a view to agreeing a resolution and withdrawing the objection to the Order.

If you require any assistance, please get in touch with Ardent on 0203 092 3162 or via email: [WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)

Yours sincerely,

[Redacted signature]

[Redacted name]

**National Grid Lands Team**

cc: The Chief Executive - East Midlands Transport Heritage Trust at Highdown House, 11 Highdown Road, Leamington Spa, CV31 1XT



**OBJ6**



The Department of Energy Security and Net Zero  
Electricity Networks, Planning, Consenting and Communities  
3 Whitehall Place  
London  
SW1A 2EG

By email: [REDACTED]

Date: 31 March 2026

Dear Sir/Madam

We write in response to your Notice of Making 19 February 2026 regarding the National Grid West Burton to Ratcliffe-On-Soar Refurbishment Project ("the NGET Project").

Gate Burton Energy Park Limited ("GBEP") is developing a 500MW solar PV project with co-located battery storage located in Lincolnshire, England ("the GBEP Project"). The GBEP Project secured a Development Consent Order authorising the construction and operation of the GBEP Project on 12 July 2024.

Upon review of the consultation materials and accompanying plans associated with the NGET Project, it is clear the land forming part of the NGET project encroaches on the GBEP Order Limits and GBEP is not currently satisfied the CPO can be granted without serious detriment to the carrying on of GBEP's undertaking.

GBEP is seeking comfort from National Grid that any works undertaking and rights sought as part of the National Grid Project will have full regard to GBEP's existing rights and ensure these are fully respected and preserved.

Should you require any further information or wish to discuss this matter, please do not hesitate to contact us.

Yours faithfully

DocuSigned by:

[REDACTED]

On behalf of Gate Burton Energy Park Limited

Our Ref: WBROS\_CPO\_1017

[REDACTED]  
Gate Burton Energy Park Limited  
Alexander House  
1 Mandarin Road  
Houghton Le Spring  
DH4 5RA

**Ardent West Burton to Ratcliffe-On-Soar  
Project Team**

36 – 38 Botolph Lane, London, EC3R 8DE  
[WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)  
0203 092 3162

By email only to: [REDACTED]

Date: 13/05/2026

Dear Chloe,

**Subject: THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (WEST BURTON TO RATCLIFFE-ON-SOAR REFURBISHMENT PROJECT) (the "Project") COMPULSORY PURCHASE ORDER 2026 (the "Order")**

## OBJECTION ON BEHALF OF GATE BURTON ENERGY PARK LIMITED

Further to your letter dated 31 March 2026 on behalf of Gate Burton Energy Park Limited ("GBEP"), we write in response to the objection raised in respect of the above-referenced National Grid Electricity Transmission plc ("NGET") Project and Order. We note the concerns expressed regarding the potential impact of the Order upon GBEP's rights and powers under the Gate Burton Energy Park Development Consent Order 2024 (the "GBEP Order"), which authorises a 500MW ground-mounted solar photovoltaic generating station with co-located battery storage in Lincolnshire (the "Scheme").

By way of background explanation, NGET notes that the land over which the Order is sought overlaps, in certain areas, with the order limits of the GBEP Order. This overlap falls within the West Burton to High Marnham (A403) section of the Project. The anticipated Project works within this area of overlap comprise of the following:

1. Overhead line works- Overhead line rights are sought to enable maintenance of the existing overhead line assets. Works could include:
  - a) Replacement of conductors, earthwires, insulators, and fittings;
  - b) Steelwork refurbishment and replacement;
  - c) Further refurbishment works including the repair or replacement of the anti-climbing devices and other accessories such as property plates;
  - d) Muffs (concrete caps) and foundation refurbishment; and
  - e) Protection and control settings to be changed where necessary.

2. Cabling works- Cabling rights are sought to enable maintenance of the existing cable assets. Works could include:
  - a) Repair or replacement of the existing cable;
  - b) Replacement of existing cable sealing end compound fencing; and
  - c) Replacement of the existing oil filled cable with new Cable Sealing End terminations and new Gantry.

To carry out the above, access rights over access routes are also sought.

NGET is committed to engaging with GBEP to understand the precise extent of the overlap between the Order land and the Scheme's order limits and to discuss the works to be undertaken in those areas. NGET is willing to work with GBEP with a view to agreeing appropriate measures to ensure that the interface between the Order and the GBEP Order is appropriately managed to allow co-existence and that any impact upon the Scheme is minimised. In any event, NGET anticipates these interactions being limited, as the works relate to existing assets which should have been accounted for in the design of GBEP's Scheme, with NGET's asset protection requirements secured via protective provisions within the GBEP Order.

In terms of GBEP's interests in the Order land, NGET's land agent, Ardent, will follow up with you separately to confirm evidence of the interest held in plots so that we can update our landownership records as appropriate.

We trust that the above demonstrates NGET's commitment to working collaboratively with GBEP to resolve this matter and would be grateful if you could confirm your client's willingness to engage in discussions with a view to agreeing a resolution and withdrawing the objection to the Order.

If you require any assistance, please get in touch with Ardent on 0203 092 3162 or via email: [WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)

Yours sincerely,

[Redacted]  
[Redacted]

**National Grid Lands Team**

cc: The Company Secretary, Gate Burton Energy Park Limited at Alexander House, 1 Mandarin Road, Rainton Bridge Business Park, Houghton Le Spring, DH4 5RA

**OBJ7**

Department for Energy Security and Net Zero  
Electricity Networks Planning, Consenting and  
Communities  
3 Whitehall Place  
London  
SW1A 2EG

And by email to

Our Ref: ke3/250979-8

Your Ref:

Date: 19 March 2026

When calling please ask for:

e-mail:

Direct Line:

Dear [REDACTED]

**THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (WEST BURTON TO RATCLIFFE-ON-SOAR REFURBISHMENT PROJECT) COMPULSORY PURCHASE ORDER 2026 (the "Order")**

Elements Green Trent Limited ("EG") object to the confirmation of the West Burton to Ratcliffe-on-Soar Refurbishment Project Compulsory Purchase Order 2026 (the "CPO").

The CPO was made by National Grid Electricity Transmission plc ("NGET") on 12 February 2026 pursuant to Section 10 of and paragraph 1 of Schedule 3 to the Electricity Act 1989 (the "1989 Act"). The stated purpose of the CPO is to purchase compulsorily the land and the new rights in, on, under or over land as described in paragraphs 2 and 3 of the Order for the purpose of carrying on the activities authorised by its transmission licence under the 1989 Act, and more particularly for the purpose of refurbishing the existing overhead electric lines and replacing underground cables between West Burton and Ratcliffe-on-Soar and associated works.

The land included in the CPO ("Order Land") is described in Table 1 of Schedule 1 to the Order ("Order Schedule") and shown coloured pink and edged red on the sealed map accompanying the Order ("Order Map").

The new rights authorised to be purchased compulsorily in, on, under or over the land are also described in Table 1 of Schedule 1 to the Order Schedule and shown coloured light blue and edged red on the sealed map accompanying the Order Map.

The CPO is specified to affect the following plots:

Plots	Owners
16-6, 16-7, 17-1	John Samuel Hewson & Kate Elizabeth Bourne
17-15, 17-17, 18-1, 18-2	Chloe Francesca Gill
23-16, 23-17, 23-18, 23-19, 24-1, 24-2, 24-3, 24-4	Edward Michael Astley Arlington & Alison Margaret Astley Arlington
24-5, 24-6, 24-9	The Right Honourable Francis Michael Earl of Listowel

The owners listed in the table above are the registered freehold proprietors of the plots specified. EG hold options over this land (the "EG Land") which makes EG a 'qualifying person' pursuant to section 12 of the Acquisition of Land Act 1981 ("1981 Act") and this letter should be treated as a 'relevant objection' as defined by section 13 of the 1981 Act.

EG, as holder of an electricity generation licence, is also a statutory undertaker. Paragraph 2 of Schedule 3 to the 1989 Act provides that the Secretary of State may not confirm a compulsory purchase order authorising the acquisition of land belonging to another electricity licence holder except with the consent of the Gas and Electricity Market Authority ("GEMA"). Where the Order affects the rights and interests of such licence holders, GEMA Consent is required.

The EG Land has been acquired for the construction of the Great North Road Solar and Biodiversity Park (the "EG Project"). The EG Project is a nationally significant infrastructure project for a solar photovoltaic array generating station, battery energy storage system and grid connection infrastructure, with a maximum generation capacity of 800MW. The EG Project is currently seeking a development consent order and is at Deadline 4 of the examination phase.

The circumstances of Paragraph 2, Schedule 3 to the 1989 Act are clearly met, but EG is not aware that NGET has consulted with OfGEM / GEMA regarding the proposed compulsory acquisition.

### **Current position**

The proposed CPO seeks rights over land which EG requires for its project. This gives rise to a direct conflict between the proposals which could prejudice the ability to deliver the EG Project. For example, the rights sought over plots 17-17 and 18-2 would cut through land that is required for solar PV resulting in a decrease in power generation and undermining the objectives of the national policy. As a further example, the rights sought over plot 23-18 would interfere with land that performs an important mitigation function, and which will be secured for that purpose in accordance with the requirements of the DCO.

EG needs to ensure that the plans and documents that it is committing to as part of the DCO process will not be compromised by the CPO.

The CPO will have a disproportionate impact upon the EG Project and the public benefit that it's construction will provide. The impact of the CPO in this area is not in the public interest. It is not automatically the case that because the works are immediately adjacent to land on which existing electricity transmission infrastructure is situated that the rights being sought can be acquired without serious detriment and the EG Project will suffer a serious detriment if the powers are exercised as proposed. Furthermore, EG contends that the interference with the EG Project is unnecessary and that there are alternative approaches which can be employed to enable both the CPO and the EG Project to proceed.

EG has been discussing these issues with NGET, seeking a voluntary agreement to address the impact of the CPO on the EG Project ("the Voluntary Agreement")

It is the shared intention of EG and NGET to act with all reasonable expedition to promptly conclude negotiations on the Voluntary Agreement and proceed to an early completion. However, the Secretary of State will appreciate that unless and until the Voluntary Agreement has been completed, EG will maintain its objection to the CPO to protect its position.

## Reservation of Rights on Grounds of Objection

Accordingly, EG hereby fully reserves its position and requests the right to supplement this objection to the CPO if negotiations with NGET on the Voluntary Agreement are unsuccessful. EG also reserves the ability to object to any OfGEM / GEMA consultation for the purposes of paragraph 2 of Schedule 3 to the 1989 Act in the absence of a Voluntary Agreement which protects EG's interests and the ability to deliver the EG Project.

## Conclusion and Next Steps

In the event that negotiations with EG on the Voluntary Agreement breakdown, we can confirm that EG wishes to maintain and actively pursue its objection to the CPO and requests in that event, that a public inquiry be held into the merits of the CPO. EG would wish to appear at and actively participate in any such inquiry. It is, however, sincerely hoped that this course of action will not be necessary and that the Voluntary Agreement can be expedited and completed promptly.

We will keep the Secretary of State updated as to the position on this objection moving forwards and if the Voluntary Agreement is completed EG will withdraw its objection to the CPO.

This objection is submitted on behalf of EG and any enquiries relating to this objection should be addressed to [REDACTED]

A copy of this letter of objection has been emailed to [REDACTED].

We would appreciate it if you could please acknowledge safe receipt of this letter.

Yours sincerely

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Our Ref: WBROS\_CPO\_704

Your Ref: ke3/250979-8

██████████  
Elements Green  
1 Half Moon Street  
London  
W1J 7AY

**Ardent West Burton to Ratcliffe-On-Soar**

**Project Team**

36 – 38 Botolph Lane, London, EC3R 8DE

[WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)

0203 092 3162

By email only to: ██████████

Date: 13/05/2026

Dear ██████,

**Subject: THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (WEST BURTON TO RATCLIFFE-ON-SOAR REFURBISHMENT PROJECT) (the "Project") COMPULSORY PURCHASE ORDER 2026 (the "Order")**

## OBJECTION ON BEHALF OF ELEMENTS GREEN TRENT LIMITED

Further to your letter dated 19 March 2026 on behalf of Elements Green Trent Limited ("EG"), we write in response to the objection raised in respect of the above-referenced National Grid Electricity Transmission plc ("NGET") Project and Order. We note that EG holds options over certain land within the Order land (the "EG Land") and asserts that it is a qualifying person pursuant to section 12 of the Acquisition of Land Act 1981 (the "1981 Act"). We further note that EG is promoting the Great North Road Solar and Biodiversity Park (the "EG Project"), a nationally significant infrastructure project for a solar photovoltaic array generating station, which is currently the subject of a development consent order application.

NGET notes that the land over which the Order is sought overlaps, in certain areas, with the EG Land. The plots listed in your letter don't entirely align with our records and the interests identified in the CPO, and NGET's land agent will follow up with you separately to confirm evidence of the interest held in plots so that we can update our landownership records as appropriate.

The EG Land falls within the High Marnham to Stoke Bardolph section of the Project. The anticipated works in connection with the Project in these areas comprise overhead line works, specifically reconductoring using more power efficient conductors as the existing conductors do not meet the required rating.

The overhead line works include:

- 1) Replacement of all conductors, fittings, insulators and associated tower furniture;
- 2) Replacement of existing earthwires, downleads and down droppers;
- 3) Steelwork refurbishment and replacement;

- 4) Further refurbishment works including the repair or replacement of the anti-climbing devices and other accessories such as property plates;
- 5) Gantry refurbishment;
- 6) Foundation refurbishment; and
- 7) Protection and control settings to be changed where necessary.

The rights sought in the CPO are required for the above planned works, but also for future maintenance works to maintain and refurbish the line: such maintenance may include the works listed above.

#### **GEMA Consent**

NGET notes EG's contention that the consent of the Gas and Electricity Market Authority ("GEMA") is required pursuant to paragraph 2 of Schedule 3 to the Electricity Act 1989 (the "1989 Act") in circumstances where the Order affects land belonging to another electricity licence holder. EG also notes that it has a generation licence. NGET is aware of its obligations in this respect and will continue to engage with the relevant regulatory authorities, as appropriate, in connection with the confirmation of the Order. In relation to the generation licence held by EG, we have been unable to find confirmation of this in Ofgem's list of electricity licences and would be grateful if you could send us details of the licence held by EG.

#### **Current Position**

NGET notes EG's concern that the rights sought under the Order over certain plots, may give rise to a conflict with the EG Project. NGET's position is that the Project is compatible with the EG Project and to that end NGET is committed to engaging with EG to understand the precise extent of the overlap between the Order land and the EG Land and to discuss the works to be undertaken in those areas, with a view to ensuring that any interface between the Project and the EG Project is appropriately managed and the projects can co-exist. To that end, and as recorded in your letter, EG and NGET have been in discussions with a view to reaching a voluntary agreement to address the impact of the Order on the EG Project. NGET confirms that it is its intention to act with all reasonable expedition to progress and conclude negotiations on the voluntary agreement. We note that an initial meeting was held between EG and Ardent on 24<sup>th</sup> February to discuss the interaction between the two projects with a follow up meeting on 12<sup>th</sup> March 2026. The documents and information shared by EG in these meetings have been shared with NGET and will form the basis of continued discussions. Significant progress was made to address our respective concerns during our call on 13<sup>th</sup> May 2026 and look forward to furthering those discussions.

We trust that the above demonstrates NGET's commitment to working collaboratively with EG to resolve this matter. NGET notes EG's indication that it will withdraw its objection upon completion of the voluntary agreement and welcomes the opportunity to continue to progress those discussions with a view to reaching an agreed resolution at the earliest opportunity.

If you require any assistance, please get in touch with Ardent on 0203 092 3162 or via email: [WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)

Yours sincerely,

[Redacted]

[Redacted]

**National Grid Lands Team**

cc: The Company Secretary - Elements Green Trent Limited at 1 Half Moon Street, London, W1J 7AY

**OBJ8**

Our Ref: 261551

Your Ref: West Burton to Ratcliffe on Soar Refurbishment Project

6 February 2026

FISHER GERMAN LLP  
Exolum Pipeline System Ltd  
PO Box 7273  
Ashby de la Zouch  
Leicestershire  
LE65 2BY

**Private and Confidential**  
FREEPOST NATIONAL GRID PROJECTS (JBP)

Tel: 0845 0701245  
Email: [Exolumpipelinesystem@fishergerman.co.uk](mailto:Exolumpipelinesystem@fishergerman.co.uk)  
[www.fishergerman.co.uk](http://www.fishergerman.co.uk)

Dear Sirs/Madam

### Exolum Pipeline System Ltd – Objection – West Burton to Ratcliffe on Soar Refurbishment Project

Regarding the above Referenced Planning Application. We confirm that our client's High-Pressure Oil Pipeline Apparatus will be affected by the application as indicated in the attached plan(s) and we must therefore OBJECT for the following key reasons:

- The application has the potential to contravene Exolum's ability to Safely access and maintain its assets under their legal rights as set out in Part IV of The Energy Act 2013, and
- Due to the potential for breach(s) of the Health & Safety at Work Act 1974 with specific concerns around Regulation 15 of the Pipeline Safety Regulations 1996 and the potential for any subsequent work close to the High-Pressure Pipeline to impact both the Safety of the pipeline and those doing the work.

We note in this specific case:

1. Exolum object on the basis that protective provisions are required, and that any interaction with their assets must be subject to a formal agreement.

It is therefore critical that all Construction and Design work affecting a High-Pressure Pipeline is discussed and agreed with Exolum before the objection can removed and before any work on site.

NOTE: The location plan(s) supplied are intended for general guidance only and should not be relied upon for detailed design, excavation or construction purposes. No guarantee is given regarding the accuracy of the information provided in the plans and to verify the true location of the High-Pressure Pipeline at site contact MUST be made with Exolum to arrange a site visit.

My client must be consulted to ensure the proposal has no impact on their High-Pressure Pipeline apparatus. Their contact details are:

Central Services  
Ashdon Road  
Saffron Walden  
Essex, CB10 2NF

Email: [pipelinerow@exolum.com](mailto:pipelinerow@exolum.com)  
Tel: 01799 564101

When contacting Exolum, please quote this Unique Reference Number . 261551, Information on how Exolum Safely manage development near its High-Pressure Pipeline apparatus can be found at the following link:

<https://exolum.com/varios/TPA/CGU.0011.ITG.NWE.UK%20Managing%20Development%20and%20Works%20in%20Proximity%20to%20Exolum%20Pipelines.pdf>

Should you require any further assistance regarding this letter please contact the undersigned or alternatively, you can contact Exolum using the details provided above.

Yours faithfully



**For and on behalf of FISHER GERMAN LLP (Exolum's Authorised Agent)**

Enc. Location Plan

cc. Exolum Central Services

Our Ref: WBROS\_CPO\_995

Your Ref: 261551

Fisher German LLP  
Exolum Pipeline System Ltd  
PO Box 7273  
Ashby de la Zouch  
LE65 2BY

**Ardent West Burton to Ratcliffe-On-Soar  
Project Team**

36 – 38 Botolph Lane, London, EC3R 8DE  
[WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)  
0203 092 3162

By email only to: [exolumpipelinesystem@fishergerman.co.uk](mailto:exolumpipelinesystem@fishergerman.co.uk)

Date: 13/05/2026

Dear Sir/Madam,

**Subject: THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (WEST BURTON TO RATCLIFFE-ON-SOAR REFURBISHMENT PROJECT) (the "Project") COMPULSORY PURCHASE ORDER 2026 (the "Order")**

## OBJECTION ON BEHALF OF EXOLUM PIPELINE SYSTEM LTD

Further to your letter dated 6 February 2026 submitted on behalf of Exolum Pipeline System Ltd ("Exolum"), we write in response to the objection raised in respect of the above-referenced National Grid Electricity Transmission plc ("NGET") Project and Order. We note the concerns expressed regarding the potential impact of the Project upon Exolum's high-pressure oil pipeline apparatus and the associated statutory and regulatory obligations.

By way of background explanation, the anticipated works in the area<sup>1</sup> indicated on the plan supplied by Exolum (from West Burton Power Station<sup>2</sup> tower ZDA210) are:

- 1) West Burton- Cable Works- The existing underground cable section at West Burton is to be upgraded which requires the following works to be undertaken:
  - a. Extension and replacement of existing cable sealing end compound fencing;
  - b. Replacement of the existing oil filled cable with new Cable Sealing End terminations and new Gantry; and
  - c. Installation of new switchgear in the form of new Earth switches, surge arrestors and post insulators.

The rights sought are to access the land to undertake the above works as well as to allow maintenance of the cable assets (for example repairing of cables and accessories).

- 2) Overhead line maintenance works - Overhead line rights are sought to enable maintenance of the existing overhead line assets. Works could include:

<sup>1</sup> Title: Location Plan- Extract of Pipeline SM(MS) & M/CO (no drawing number or revision number supplied)

<sup>2</sup> The plot numbers where Exolum assets are located and those in the immediate vicinity are: 1-1, 1-3, 1-6, 1-7, 1-8, 1-9, 1-10, 1-11, 1-12, 1-13, 1-14 and 1-27.

- a. Steelwork refurbishment and replacement;
- b. Further refurbishment works including the repair or replacement of the anti-climbing devices and other accessories such as property plates;
- c. Muffs (concrete caps) and foundation refurbishment; and
- d. Protection and control settings to be changed where necessary.

NGET has had several meetings with Exolum in respect of the Project to discuss the precise location of the pipeline within the Order land and the Project works to be undertaken in that location. NGET has also contacted Exolum via the contact details provided within your letter to progress these discussions.

We note Exolum's request for protective provisions. Whilst these protective provisions will not be included on the face of the Order, NGET is willing to liaise with Exolum with a view to negotiating and agreeing appropriate protective provisions, via a separate agreement, to safeguard Exolum's pipeline assets throughout the duration of the Project. We would welcome the opportunity to discuss the terms of such provisions at Exolum's earliest convenience and would be grateful if you could confirm the most appropriate contact for this purpose.

We trust that the above demonstrates NGET's commitment to working collaboratively with Exolum and would be grateful if you could confirm your client's willingness to engage in discussions with a view to resolving this matter and withdrawing the objection to the Order.

If you require any assistance or have any queries on the above, please get in touch with Ardent on 0203 092 3162 or via email: [WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com).

We look forward to hearing from you.

Yours faithfully,

██████████  
██████████  
**National Grid Lands Team**

cc: Exolum Pipeline System Ltd at 1st Floor 55 King William Street, London, EC4R 9AD; and Central Services, Ashdon Road, Saffron Walden, CB10 2NF

**OBJ9**

**Private & Confidential**

Department for Energy Security and Net Zero  
Electricity Networks Planning  
Consenting and Communities  
3 Whitehall Place  
London  
SW1A 2EG

**BY TRACKED POST AND EMAIL**

Dear Department for Energy Security and Net Zero

**COMPULSORY PURCHASE ORDER: THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC  
(WEST BURTON TO RATCLIFFE-ON-SOAR REFURBISHMENT PROJECT) COMPULSORY  
PURCHASE ORDER 2026 (ORDER).**

1. We are instructed by Holcim UK Limited (formerly known as Aggregate Industries UK Limited) (**Holcim**) to **OBJECT** to the making of the Order.
2. Holcim has the benefit of a lease dated 14 June 2023 from SNSEM Limited (**Lease**). That lease is of an Access (as defined in the Lease) (**Access**) and of Minerals.
3. The Access provides access to and from Holcim's Sturton-le-Steeple Quarry, a sand and gravel quarry which is in the course of development (**Quarry**). Access is currently being undertaken for construction purposes and sales are anticipated to begin in July 2026. Access for vehicles collecting mineral is authorised by the planning permission, and such access is required between the hours of 7am-7pm Monday to Friday and 7am to 2pm on Saturdays. In addition, other operations at the Quarry can take place outside of these times and access may be required in respect of those, and in the case of emergency, outside of these hours.
4. The Order affects the Access (parcel 1-13 on the Map to the Order).
5. The Order makes no provision to ensure that the required access to and from the Quarry, as described above, will not be interrupted whilst the rights acquired pursuant to the Order are exercised.
6. The Order also does not make any provision for compliance with the health and safety requirements of Holcim when exercising the rights sought. The Access is part of the Quarry for the purposes of the Quarries Regulations 1999. Holcim's duties under those Regulations require that anyone seeking to exercise rights over the Access report to the Quarry Manager and follow their directions in relation to health and safety. This will necessitate a reasonable period of notice of such exercise to be given to Holcim.

7. This failure to include in the Order adequate provision for the matters referred to in paragraphs 5 and 6 above is not acceptable to Holcim and forms the basis of Holcim's grounds of objection.
8. Holcim and National Grid have, and do, work together elsewhere to ensure that similar rights to those now sought are exercised in a safe manner without compromising Holcim's ability to operate its quarries. Holcim is committed to working together with National Grid in this way in relation to the rights sought pursuant to the Order.
9. Holcim's address is Bardon Hill, Bardon Road, Coalville, Leicestershire, England, LE67 1TL. Future communications in this matter should be addressed to the Company Secretary and copied to the writer of this letter (at the email address below).

Please kindly acknowledge receipt of this letter.

Yours faithfully

Knights

**Knights Professional Services Limited**

M [REDACTED]

A The Brampton, Brampton Road, Newcastle-Under-Lyme, ST5 0QW

D [REDACTED]

T 01782 619225

E [REDACTED]

W [knightsplc.com](http://knightsplc.com)

Our Ref: WBROS\_CPO\_636

██████████  
Knights Professional Services Limited  
The Brampton  
Brampton Road  
Newcastle-Under-Lyme  
ST5 0QW

**Ardent West Burton to Ratcliffe-On-Soar**

**Project Team**

36 – 38 Botolph Lane, London, EC3R 8DE

[WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)

0203 092 3162

By email only to: ██████████

Date: 13/05/2026

Dear ██████████,

**Subject: THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (WEST BURTON TO RATCLIFFE-ON-SOAR REFURBISHMENT PROJECT) (the "Project") COMPULSORY PURCHASE ORDER 2026 (the "Order")**

## **OBJECTION ON BEHALF OF HOLCIM UK LIMITED**

Further to your letter dated 12 March 2026 submitted on behalf of Holcim UK Limited ("Holcim"), we write in response to the objection raised in respect of the above-referenced National Grid Electricity Transmission plc ("NGET") Project and Order. We note the concerns expressed regarding: (i) the potential interruption to Holcim's access to and from its Sturton-le-Steeple Quarry (the "Quarry") whilst any rights acquired pursuant to the Order are exercised over plot 1-13 (the "Access"); and (ii) the absence of provision within the Order for compliance with Holcim's health and safety requirements under the Quarries Regulations 1999.

By way of background explanation, the anticipated works in connection with the Project in the area of plot 1-13 comprise overhead line maintenance works. Overhead line rights are sought to enable maintenance of the existing overhead line assets. Works include:

- a. Steelwork refurbishment and replacement;
- b. Further refurbishment works including the repair or replacement of the anti-climbing devices and other accessories such as property plates;
- c. Muffs (concrete caps) and foundation refurbishment; and
- d. Protection and control settings to be changed where necessary.

NGET's position is that the Project is compatible with the Quarry, and to that end NGET is committed to engaging with Holcim to understand the precise operational requirements of the Quarry and the requirements in respect of the Access, to ensure any impact is appropriately managed and the projects can co-exist. NGET's impact on the access road will depend on the maintenance activities that need to take place, and NGET is willing to discuss

with Holcim appropriate arrangements to address the concerns raised regarding the compatibility of the rights sought with the Quarry and its access.

NGET notes and welcomes Holcim's acknowledgement that it has worked collaboratively with National Grid in similar circumstances elsewhere and its commitment to doing so in relation to the rights sought pursuant to this Order.

We trust that the above demonstrates NGET's commitment to working collaboratively with Holcim and would be grateful if you could confirm Holcim's willingness to engage in discussions with a view to resolving this matter and withdrawing the objection to the Order.

Yours sincerely,

[Redacted]

[Redacted]

**National Grid Lands Team**

cc: [Redacted] [Redacted] at Holcim UK Limited, Bardon Hill, Coalville, LE67 1TL

**OBJ10**

IN THE MATTER OF THE NATIONAL GRID ELECTRICITY  
TRANSMISSION PLC (WEST BURTON TO RATCLIFFE-ON-SOAR  
REFURBISHMENT PROJECT) COMPULSORY PURCHASE ORDER  
2026

---

**LETTER OF OBJECTIONS**  
**ON BEHALF OF DENISE ANN BEARDSLEY, LESLIE**  
**ALLAN BEARDSLEY AND LEE MICHAEL NIXON (AS**  
**TRUSTEES OF THE JAK ALEXANDER BEARDSLEY**  
**DISABLED PERSONS TRUST)**

---

To the Secretary of State for Energy Security and Net Zero c/o The Department for Energy Security and Net Zero, Electricity Networks Planning, Consenting and Communities, 3 Whitehall Place, London SW1A 2EG (e-mail: [REDACTED]).

These are the objections of Denise Ann Beardsley, Leslie Allan Beardsley and Lee Michael Nixon as trustees of the Jak Alexander Beardsley Disabled Persons Trust (“the Objectors”), to the National Grid Electricity Transmission Plc (West Burton to Ratcliffe-on-Soar Refurbishment Project) Compulsory Purchase Order 2026 (“the Order”) made by National Grid Electricity Transmission Plc (“NGET”) on 12 February 2026.

The Jak Alexander Beardsley Disabled Persons Trust is the freehold owner of the land comprised in HM Land Registry title number NT104811, being land on the south-west side of Loughborough Road, Bradmore. The plot numbers identified in the land acquisition plans and the Schedule to the

Order over which rights are sought to be acquired from the Objectors are 50-13 and 50-15 (“the Plots”).

The Objectors use the land for amenity purposes and allow a local farmer to take a grass cut in return for annual hedge management. The land is also retained due to its potential for more valuable future uses. The address of the Objectors is c/o Landreeve Ltd, Communications House, University Court, Staffordshire Technology Park, Stafford ST18 0ES (e-mail: [REDACTED]).

By reason of the above interests, the Objectors make the following objections to the Order.

#### **1. No reasonable effort to acquire by agreement**

Paragraph 12.3 of the *Guidance on the Compulsory Purchase Process* issued by the Ministry of Housing, Communities & Local Government (January 2025) ("the Guidance") provides that compulsory purchase powers should only be sought where reasonable efforts have been made to acquire the necessary land or rights by agreement. NGET has not made reasonable efforts to acquire the rights sought by agreement for the following reasons.

##### **(a) Refusal to meet reasonable professional costs**

NGET has refused to reimburse reasonable professional costs necessary to enable negotiations for the acquisition of rights by agreement to take place, contrary to paragraph 17.7 of the Guidance.

NGET has only offered to contribute to professional costs at rates below those reasonably charged by professional advisers and below industry

norms as reflected in the Central Association of Agricultural Valuers Fees Survey.

A refusal to meet reasonable professional costs necessary for affected landowners to obtain advice cannot constitute a reasonable effort to acquire rights by agreement.

**(b) Failure to provide the proposed easement prior to making the Order**

NGET made the Order on 12 February 2026 but did not provide a copy of its proposed deed of easement until 13 February 2026.

Reasonable efforts to acquire rights by agreement cannot be said to have been made where the acquiring authority failed to provide the document setting out the rights it seeks until after the Order had already been made, notwithstanding repeated prior requests.

**(c) Refusal to consider reasonable amendments**

When providing its proposed deed of easement, NGET confirmed that it is not prepared to consider amendments to the terms of that deed. Although the Guidance recognises that compulsory purchase procedures may proceed in parallel with negotiations, that presupposes that reasonable efforts to acquire by agreement are taking place. In this case NGET has stated that the terms of the proposed deed are not open to amendment.

A process in which the acquiring authority refuses to consider reasonable amendments to its proposed deed of easement cannot be characterised as a genuine attempt to acquire rights by agreement.

**(d) Rights sought materially exceed those typically agreed**

NGET has asserted that the deed of easement provided is its standard precedent used across the country. However, the deed differs materially from the form of easement typically entered into by NGET where rights are acquired by agreement for the same infrastructure, and contains significantly more onerous rights than those normally required.

NGET has entered into numerous voluntary easements across its network for the same infrastructure on materially narrower terms. The fact that NGET routinely accepts materially narrower rights where agreements are reached voluntarily indicates that the broader rights sought in this instance are not necessary for the purposes of the scheme.

Insisting upon materially wider rights simply because the acquiring authority is pursuing compulsory purchase powers cannot reasonably be characterised as a genuine attempt to acquire the necessary rights by agreement.

**(e) Rights sought potentially inconsistent with an easement**

The rights sought are so broad that, if exercised to their full extent, they would permit repeated disturbance of the land and repeated occupation of working areas or compounds. Rights of that nature approach a level of control inconsistent with the ordinary characteristics of an easement, which presupposes that the servient owner retains meaningful use of the land. This is not a reasonable effort to acquire the rights actually necessary by agreement.

**(f) Inadequate referencing exercise**

NGET has not undertaken an adequate referencing exercise to identify all interests likely to be affected by the Order. NGET originally served a notice purporting to rely upon section 16 of the Local Government (Miscellaneous Provisions) Act 1976. That provision applies only to local authorities and does not confer powers upon NGET.

Although NGET subsequently wrote to landowners acknowledging the error, it has not issued valid notices under section 5A of the Acquisition of Land Act 1981 requiring the provision of information about land interests.

Furthermore, section 5B of the 1981 Act makes it an offence to fail to comply with such a notice without reasonable excuse. In practice, many landowners will reasonably seek professional advice in order to respond to requisitions for information of this nature.

Given NGET's position that it will not reimburse the full cost of professional advice, the effectiveness of any such notices in obtaining the necessary information (had they been served) would also be questionable.

In these circumstances it cannot be said that NGET has undertaken an adequate referencing exercise to identify all interests likely to be affected by the Order.

#### **(g) Inaccurate Schedule of Landowner Engagement**

The Schedule of Landowner Engagement appended to NGET's Statement of Reasons records that the status of negotiations with the Objectors is "Deed of Easement offer refused".

However, that does not accurately reflect the position, which is that no negotiations have taken place. NGET has been unwilling to reimburse the

Objectors' reasonable professional costs to enable discussions following its initial offer, which was itself stated to be fixed and to represent NGET's best offer. Further, the proposed deed of easement was only provided after the Order was made, and NGET has confirmed that it is not prepared to consider amendments to its terms. It was in those circumstances that the Objectors confirmed they could not proceed.

The schedule therefore does not accurately reflect the position between the parties and cannot demonstrate that reasonable efforts have been made to acquire rights by agreement.

#### **(h) Inaccurate Statement of Reasons**

NGET's Statement of Reasons records that "In the majority of cases, landowners have not raised individual concerns, but where they have, individual meetings have been held to fully understand the issues and alleviate concerns." This does not accurately reflect the position in respect of the Objectors. Concerns have been raised but no meeting has taken place. NGET has refused to reimburse the reasonable professional advisers' fees necessary to enable such discussions to occur, contrary to the advice provided at paragraph 19 of the Guidance.

The Statement of Reasons also refers to NGET's "Land Rights Strategy" as promoting and enabling effective and consistent communication with those affected, ensuring that people are treated fairly and consistently, and encouraging landowners to enter voluntary agreements and develop long-term stakeholder relationships. However, after providing its Land Rights Strategy to the Objectors and obtaining access for surveys, NGET has stated that the survey payments set out within that strategy are not applicable to this project.

The above matters do not demonstrate adherence to paragraph 19 of the Guidance or that reasonable efforts have been made to obtain access by agreement. On the contrary, NGET provided its Land Rights Strategy setting out the payments it would make for survey access (which have been offered on National Grid Electricity Transmission projects since 2010), was granted access by the Objectors for initial surveys in good faith, and subsequently confirmed that those payments do not apply without providing any explanation.

## **2. The Order is not supported by a compelling case in the public interest**

The Guidance provides that a compulsory purchase order should only be made where there is a compelling case in the public interest. NGET has not demonstrated that such a case exists.

### **(a) The works described are refurbishment of existing infrastructure**

The project underlying the Order primarily comprises the refurbishment and upgrading of existing overhead electricity transmission circuits through reconductoring and associated works to existing towers and infrastructure.

The infrastructure has been in situ for many years and the works described largely comprise renewal, replacement and upgrading of existing equipment rather than the construction of new transmission infrastructure.

Existing easements and wayleaves commonly confer rights to maintain, repair, renew or replace electricity apparatus. NGET has not demonstrated why the refurbishment works proposed fall outside the scope of the rights already available to it under existing agreements affecting the route.

In the absence of such explanation, it has not been demonstrated that the acquisition of additional and permanent rights over the Objectors' land is necessary for the purposes of the scheme.

**(b) Existing statutory mechanisms allow continued operation**

Where wayleaves are terminated and a Notice to Remove is served, paragraph 8 of Schedule 4 to the Electricity Act 1989 provides that the existing wayleave continues temporarily where an application for a Necessary Wayleave is made within three months. A Necessary Wayleave would normally then be granted for a period of 15 years.

The Government has also recently consulted on reforms to electricity network land rights which include proposals to extend the standard duration of Necessary Wayleaves.

The Electricity Act 1989 therefore already provides a clear statutory mechanism for securing the continued retention and operation of electricity lines where voluntary agreements cannot be reached.

In circumstances where Parliament has provided such a mechanism, NGET must demonstrate why reliance upon that regime would be insufficient for the purposes of the scheme.

**(c) Permanent rights appear to be sought primarily to regularise NGET's property position**

NGET's Statement of Reasons states that permanent easements are preferred to wayleaves because wayleaves may be terminable and do not bind future owners.

Those considerations relate to the long-term security of NGET's property interests rather than the necessity of the rights for the refurbishment works proposed.

A preference to replace historic wayleave arrangements with permanent easements does not in itself demonstrate that the compulsory acquisition of such rights is necessary for the purposes of the scheme.

The land affected forms part of a parcel held by the Objectors for amenity purposes and due to its potential for more valuable future uses. The acquisition of permanent rights of the breadth proposed has the potential to prejudice the ability of the Objectors to realise that potential in the future. In circumstances where the refurbishment works proposed are temporary in nature, the acquisition of permanent rights which may unnecessarily constrain the future use of the land further undermines the suggestion that such rights are required in the public interest.

#### **(d) Timing of the works affecting the Objectors' land**

The works affecting the Objectors' land are scheduled to be completed this summer. However, the compulsory purchase process will not have concluded before that date.

Where works affecting particular land are scheduled to be completed before the compulsory purchase powers sought could be exercised, it cannot be said that the acquisition of rights over that land is necessary for delivery of the scheme.

### **3. The rights sought have not been minimised**

The Guidance requires acquiring authorities to ensure that the land and rights sought are no more than reasonably necessary for the purposes of the scheme and to demonstrate clearly why the acquisition of each parcel of land or right is required. NGET has not done so.

**(a) Rights groups do not meaningfully limit the rights sought**

NGET states in its Statement of Reasons that it has identified different “groups” of rights required across the Order Land and assigned those groups to individual plots. However, the rights within those groups are so extensive, and there is such a degree of overlap between them, that the grouping exercise does not meaningfully limit the rights sought and therefore exceeds what is reasonably necessary for the purposes of the scheme underlying the Order.

For example, NGET identifies a separate group of “Construction Compound Rights” assigned to plots which do not include the Objectors’ land. However, the right to establish works compounds is not confined to that group. The right to “establish, use and remove works compounds” also appears within the Access Rights, Cabling Rights and Overhead Line Rights groups assigned to other plots, including the Objectors’ land. As a result, plots assigned those rights groups would still permit the establishment of works compounds notwithstanding that they are not identified as requiring “Construction Compound Rights”.

A further example concerns the right relating to “environmental and/or ecological mitigation”. This right appears within the Cabling Rights, Access Rights, Overhead Line Rights and Construction Compound Rights groups. The only group in which it does not appear is Oversail Rights. As drafted, this right could permit environmental mitigation measures across any plot

assigned those groups of rights, including measures which permanently alter the use of the land, such as tree planting.

In addition, each rights group concludes with a broadly drafted right “to prevent and remove any use of the land or works, goods, materials, buildings, structures, plant, equipment, machinery or other items which may damage, cause injury to or interfere with the electric cables or obstruct such access or the exercise of these rights”. This wording confers a wide power to control activities on the land irrespective of the particular rights group assigned to a plot.

Taken together, these features demonstrate that the rights groups overlap to such an extent that they do not operate as meaningful limitations on the activities which may be carried out on particular plots.

The Guidance emphasises the importance of clearly defining the extent of rights sought so that affected parties understand the nature and extent of the interference with their land. NGET has not demonstrated that the full range of rights contained within the Access Rights, Overhead Line Rights and Oversail Rights groups assigned to the Objectors’ land is required for the purposes of the scheme.

Categorising plots by reference to predefined rights packages does not demonstrate that the individual rights within those packages are necessary. The rights appear to have been applied by reference to standardised rights packages rather than through a plot-specific assessment of what is required for the purposes of the scheme. This amounts to a failure to demonstrate plot-specific necessity in respect of the rights sought over the Objectors’ land.

**(b) Permanent rights are sought where temporary rights would suffice**

The rights groups identified by NGET include powers to establish working areas, construction compounds and access roads across extensive areas of land.

In practice only a limited number of such locations would be required for the purposes of the refurbishment works. Construction compounds, working areas and construction access routes are temporary construction requirements and are commonly secured through temporary licences agreed with landowners and contractors.

The acquisition of permanent rights for activities required only temporarily is inconsistent with the principle that compulsory acquisition must be limited to what is necessary. The inclusion of permanent rights to establish compounds, working areas and access roads across numerous plots therefore materially exceeds what is reasonably required for the purposes of the scheme.

NGET itself notes, in its Statement of Reasons at para 10.4, with reference to the Access Rights it seeks over other land forming part of a common or open space, that no works are proposed that will permanently affect or change the current use of the Open Space or Common Land or its physical appearance. It states: “Although there may be temporary interference with the use of the Open Space and Common Land within the Order Land whilst works are being carried out, other than occasional future temporary maintenance activities, there would be no permanent interference”. Given that NGET itself confirms the works are only temporary (save for occasional future maintenance), there is no justification for the acquisition of the permanent rights it seeks.

**(c) Unrestricted vegetation management rights**

The rights sought also include broad rights relating to the cutting and removal of trees and vegetation. In the absence of any restrictions, such rights permit vegetation management practices which do not reflect appropriate arboricultural standards, for example cutting or lopping instead of carrying out proper crown reductions.

NGET has not demonstrated why vegetation management rights of this breadth are necessary for the purposes of the scheme.

#### **4. Impact on the management of the land**

The exercise of the rights sought will inhibit the amenity use of the land and impact field access and land management. The Order documentation identifies a proposed route of access across the Objectors' land. However, the route has been identified without prior consultation with the Objectors regarding which route of access would cause the least impact. The Order documentation does not demonstrate that these impacts have been adequately considered.

#### **5. Interference with future land use and environmental land management schemes**

The Objectors may wish to enter environmental land management or stewardship schemes affecting the land or pursue other lawful uses of the land, including agricultural diversification initiatives.

Certain rights sought by NGET appear to relate primarily to the temporary construction and refurbishment works proposed. However, the Order seeks to acquire these rights on a permanent basis, allowing such activities to be carried out repeatedly in the future.

The future exercise of those rights may conflict with the requirements of environmental land management or stewardship agreements and may place the Objectors in breach of scheme requirements.

The permanent rights sought may also constrain or prevent other future lawful uses of the land, including development. NGET has confirmed that it is not prepared to include provisions which would address the impact of those permanent rights on future use of the land.

## **6. Disproportionate interference with property rights**

The Guidance makes clear that acquiring authorities should be satisfied that the purposes for which a compulsory purchase order is made justify interfering with the human rights of those with an interest in the land affected. In order for such interference to be justified it must pursue a legitimate aim in the public interest and must be necessary and proportionate in pursuit of that aim.

NGET states in its Statement of Reasons that the requirements of the Human Rights Act 1998 have been satisfied because the Order seeks only the acquisition of rights rather than freehold land and because those affected will be entitled to compensation.

However, for the reasons set out elsewhere in this objection, NGET has not demonstrated that the compulsory acquisition of the rights sought is necessary in order to achieve the purposes of the scheme. In particular:

- the works proposed comprise the refurbishment of existing infrastructure;

- the continued operation, maintenance and renewal of that infrastructure can be achieved through existing easements, wayleaves and the statutory Necessary Wayleave regime without the compulsory acquisition of the additional permanent rights sought;
- the rights sought materially exceed those typically accepted by NGET in voluntary easements for the same infrastructure; and
- the rights sought within the various rights packages extend significantly beyond what is reasonably necessary for the purposes of the scheme.

In circumstances where the refurbishment works could be undertaken through existing rights and, where required, the statutory wayleave process, it has not been demonstrated that the compulsory acquisition of the additional permanent rights sought is necessary to achieve the legitimate aim relied upon.

Where the rights sought extend beyond what is reasonably necessary for the purposes of the scheme, the resulting interference with the Objectors' property rights cannot be justified as necessary or proportionate.

The fact that a compensation claim may in principle be pursued does not, in itself, render an interference proportionate where the rights sought exceed what is reasonably required for the purposes of the scheme.

## **CONCLUSION**

For the reasons set out above, the Objectors submit that the statutory tests for the confirmation of a compulsory purchase order have not been satisfied. The Objectors therefore respectfully invite the Secretary of State to decline to confirm the Order.

SIGNED:



**for and on behalf of the Objectors**

DATED:

**14 / 03 / 2026**

Our Ref: WBROS\_CPO\_423

██████████  
Landreeve Ltd  
Communications House  
University Court  
Staffordshire Technology Park  
Stafford  
ST18 0ES

**Ardent West Burton to Ratcliffe-On-Soar**

**Project Team**

36 – 38 Botolph Lane, London, EC3R 8DE  
[WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)  
0203 092 3162

By email only to: ██████████

Date: 13/05/2026

Dear ██████████

**Subject: THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (WEST BURTON TO RATCLIFFE-ON-SOAR REFURBISHMENT PROJECT) (the "Project") COMPULSORY PURCHASE ORDER 2026 (the "Order")**

**OBJECTION ON BEHALF OF DENISE ANN BEARDSLEY, LESLIE ALAN BEARDSLEY AND LEE MICHAEL NIXON AS TRUSTEES OF THE JAK ALEXANDER BEARDSLEY DISABLED PERSONS TRUST**

Further to your letter dated 14 March 2026 submitted on behalf of Denise Ann Beardsley, Leslie Alan Beardsley and Lee Michael Nixon as trustees of the Jak Alexander Beardsley Disabled Persons Trust (as defined in your letter as the "Objectors"), we write in response to the objection raised in respect of the above-referenced Order made by National Grid Electricity Transmission plc ("NGET") on 12 February 2026.

We note that your letter sets out that the Objectors are the freehold owners of land comprised in HM Land Registry title number NT104811, being land on the south-west side of Loughborough Road, Bradmore, over which rights are sought to be acquired (the "Plots"). The rights sought over these Plots are 'Overhead Line Maintenance Access Right' and 'Overhead Line Maintenance Right', in relation to tower ZD110. The anticipated works in the area of the Plots comprise Stoke Bardolph to Ratcliffe-on-Soar (A41F) overhead line works: the overhead line will be reconducted using more power efficient conductors as the existing conductors do not meet the required rating. Works include:

- 1) Replacement of all conductors, fittings, insulators and associated tower furniture;
- 2) Replacement of existing earthwires, downleads and down droppers;
- 3) Steelwork refurbishment and replacement;
- 4) Further refurbishment works including the repair or replacement of the anti-climbing devices and other accessories such as property plates;
- 5) Foundation refurbishment; and
- 6) Protection and control settings to be changed where necessary.

The rights sought in the CPO are required for the above planned works, but also for future maintenance works to maintain and refurbish the line: such maintenance may include the works listed above.

For ease of reference, this letter adopts the same headings as those used in the Objectors' letter and addresses each point in turn below.

## **1. No reasonable effort to acquire by agreement**

NGET's intention and preference is to acquire all land rights by voluntary agreement in the first instance. NGET made an offer to your client in line with its published policy for a voluntary easement on 18<sup>th</sup> March 2025 and NGET's appointed land agent, Ardent, has discussed this with you in further correspondence. The Government Guidance on the Compulsory Purchase Process (the "Guidance") recognises that compulsory purchase procedures may properly be initiated in parallel with ongoing negotiations, and NGET's approach is consistent with that principle. NGET addresses each of the specific points raised below.

### **(a) Refusal to meet reasonable professional costs**

NGET will reimburse the Objectors' reasonable professional costs in connection with the negotiation of a voluntary agreement. A guidance document was issued to the Objectors on 18<sup>th</sup> March 2025 alongside the offer of a voluntary easement which set out the approach to the reimbursement of agent's fees, including hourly rates where applicable. The hourly rates offered by NGET were set in consideration of CAAV Fee Surveys for compulsory purchase and compensation work and have recently been increased following the publication of the CAAV Fees Survey 2025 on 13<sup>th</sup> January 2026. NGET considers that the rates offered are reasonable and commensurate with the work to be undertaken in the grant of a voluntary easement. The rates are consistent with the approach adopted across the Project for all land agents acting on behalf of landowners affected by the Project. NGET remains willing to discuss the level of professional costs with the Objectors' representatives and to consider any further representations on this point.

### **(b) Failure to provide the proposed easement prior to making the Order**

Following a request for a copy of the proposed easement on 2 February 2026, NGET acknowledges that the proposed deed of easement was provided to the Objectors on 13 February 2026, the day following the making of the Order. However, NGET had been engaging with the Objectors and their representatives in advance of the Order being made and had communicated the nature and scope of the rights sought. A memorandum of agreement was sent to the landowners on 18 March 2025 summarising that the proposed easement would provide NGET with permanent rights to keep, access and maintain its apparatus on the Objectors' land. The process that NGET follows is that once this document (the memorandum of agreement) is signed and returned, NGET instructs its solicitors to commence negotiations with the landowner's solicitors including providing a draft copy of the deed so that the landowner's solicitors can advise them accordingly. Signing and returning the Memorandum of Agreement is not legally binding for either party and this is stated within the document. To date, the Objectors have not signed and returned the memorandum of agreement, however NGET have provided

a draft copy of the deed to try to progress matters. The making of the Order in parallel with ongoing negotiations is expressly contemplated by the Guidance and does not preclude the continuation of those negotiations. NGET remains willing to discuss the terms of the proposed deed of easement with the Objectors.

**(c) Refusal to consider reasonable amendments**

NGET's position is that the deed of easement has been prepared to reflect the rights reasonably required for the purposes of the Project. The proposed deed of easement is typically adopted by NGET for its overhead line assets across the country and so material amendments to the deed are not usually accepted to ensure consistency across its assets. Since providing the draft easement document, NGET has not received any reasonable requests for amendments to the easement, however, NGET is willing to engage with the Objectors to discuss the terms of the proposed deed. To date, this engagement has been limited due to disputes regarding reimbursement of professional fees.

**(d) Rights sought materially exceed those typically agreed**

The deed of easement provided to the Objectors reflects the rights which NGET considers are reasonably required for the purposes of the Project, including the refurbishment works and the ongoing operation, maintenance and protection of the electricity transmission infrastructure. The rights sought are consistent with the approach adopted across the Project and have been tailored to reflect the nature of the works to be undertaken. NGET does not accept that the rights sought materially exceed those which are necessary for the purposes of the Project.

**(e) Rights sought potentially inconsistent with an easement**

NGET does not accept that the rights sought are inconsistent with the ordinary characteristics of an easement. The rights are drafted so as to permit NGET to carry out the works necessary for the refurbishment, maintenance and operation of the electricity transmission infrastructure whilst preserving the Objectors' ownership and use of the land. The servient owner retains meaningful use of the land subject to the rights granted. The rights sought are consistent in nature with easements routinely granted for electricity transmission infrastructure and do not amount to exclusive possession of the land.

**(f) Inadequate referencing exercise**

NGET acknowledges that a notice was initially served purporting to rely upon section 16 of the Local Government (Miscellaneous Provisions) Act 1976 and that this was subsequently corrected in a letter on 4<sup>th</sup> December 2025 to state that the notice was served in accordance with Section 5A of the Acquisition of Land Act 1981. This was also confirmed by email on 1<sup>st</sup> December 2025. NGET has undertaken a comprehensive referencing exercise to identify all interests likely to be affected by the Order, including Land Registry searches, contact land referencing (land interest questionnaires), and site visits therefore meeting diligent inquiry. Where landowners wish to seek professional advice in completing a Land Interest Questionnaire, NGET will reimburse the landowner for the

professional fees incurred and this was explained in the letters of 11<sup>th</sup> November 2025 and 4<sup>th</sup> December 2025. NGET is satisfied that the referencing exercise undertaken is adequate and that all relevant interests have been identified.

#### **(g) Inaccurate Schedule of Landowner Engagement**

NGET notes the Objectors' concern regarding the description of the status of negotiations in the Schedule of Landowner Engagement. The entry reflects the position as understood by NGET at the time the Statement of Reasons was prepared, namely that the Objectors had declined to proceed with the proposed deed of easement as confirmed by your email on 5<sup>th</sup> August 2025. NGET remains willing to engage with the Objectors with a view to reaching a voluntary agreement, however discussions to date have been limited due to issues raised by your regarding reimbursement of professional fees.

#### **(h) Inaccurate Statement of Reasons**

NGET notes the Objectors' concerns regarding the accuracy of the Statement of Reasons. The Statement of Reasons describes the general approach adopted by NGET across the Project. NGET acknowledges that the specific position in respect of each landowner may differ and is willing to discuss the particular circumstances of the Objectors' case. NGET has offered to meet with you and the Objectors in relation to the Project, however this offer has not been accepted to date due to disputes regarding reimbursement of your professional fees. NGET remains committed to engaging with the Objectors and their representatives to address any outstanding concerns and its responses to points (a) to (g) above demonstrate why NGET considers reasonable efforts have been made, and continue to be made, to acquire rights by agreement.

## **2. The Order is not supported by a compelling case in the public interest**

NGET does not accept that the Order is unsupported by a compelling case in the public interest. The Project is necessary to ensure the continued safe and reliable operation of the electricity transmission network and to meet the requirements of the national energy strategy. NGET addresses each of the specific points raised below.

#### **(a) The works described are refurbishment of existing infrastructure**

The Project is required to relieve the network constraint due to the forecasted volume of new generation projects required to connect to the electricity network. The Project is also an enabler to the delivery of other NGET Accelerated Strategic Transmission Investment projects such as the Chesterfield to High Marnham Project as well as new customer connection requirements. NGET considers it necessary to include land subject to existing easements as part of the Order to ensure that the full suite of rights required for the Project can be utilised for the Project works and/or the maintenance of the Project going forwards. In terms of the existing wayleaves in place, NGET considers it essential to secure the grant of permanent easements associated with the overhead line works and cable works rather than wayleaves. The reasons for this position are:

- It is in the public interest to obtain the appropriate security for the electricity supply network through the grant of permanent land rights rather than temporary land rights.
- Permanent land rights are commensurate with the nature and lifetime of the infrastructure comprised in the Project and NGET's statutory duty to maintain an efficient and robust National Electricity Transmission System and to meet demand for electricity from Distribution Network Operators.
- Wayleaves are generally time-bound, do not run with the land and are not registrable on the title to the land, which means that landowners may not be aware of their existence from searching the title to the land, and landowners may potentially seek to terminate wayleaves either due to their expiry or once the land has been transferred, unless a deed of covenant was obtained from the incoming owner, or unless circumstances exist to establish an implied wayleave, all of which present a risk to NGET's security of tenure and, therefore, the operation of the network. It is noted that with regards to this landowner you did serve a Notice to Terminate on their behalf on 23 October 2025.

### **(b) Existing statutory mechanisms allow continued operation**

NGET acknowledges the existence of the statutory Necessary Wayleave regime under Schedule 4 to the Electricity Act 1989. However, reliance upon that regime would not be sufficient for the purposes of the Project for the following reasons. First, the Necessary Wayleave regime provides only temporary rights which are subject to periodic renewal and do not provide the long-term security of tenure necessary for the ongoing operation, maintenance, inspection and protection of important electricity transmission infrastructure such as the Project. Second, the process of obtaining Necessary Wayleaves across the entirety of the route would give rise to significant delay and uncertainty which would be incompatible with the delivery programme for the Project. Third, the rights obtainable under a Necessary Wayleave may not extend to all of the rights required for the purposes of the refurbishment works. The compulsory acquisition of permanent easements is therefore necessary to ensure the timely delivery of the Project and the long-term security of the transmission network. The reasons why wayleaves are not adequate are also addressed under (a) above.

### **(c) Permanent rights appear to be sought primarily to regularise NGET's property position**

The acquisition of permanent easements is necessary to secure the long-term operation, maintenance and protection of the Project. The refurbishment works will result in upgraded infrastructure which will remain in situ and in operation for the foreseeable future, and it is appropriate that the rights securing that infrastructure are commensurate in duration. NGET notes the Objectors' concern regarding the potential impact upon future uses of the land and is willing to discuss this matter further. However, the availability of compensation for any diminution in the value of the land or interference with its use provides an appropriate safeguard in this regard.

### **(d) Timing of the works affecting the Objectors' land**

NGET notes the Objectors' point regarding the timing of the works affecting their land. NGET is required to commence construction activities for the overhead line works within 2026 in order to meet the Project construction end date and the outage dates provided by the National Energy System Operator. In respect of the



Objectors' land, the works relate to the Stoke Bardolph to Ratcliffe-on-Soar (A41F) overhead line section. NGET is delivering works in 2026 under existing land rights or new voluntary agreements in advance of CPO powers being confirmed. NGET is maintaining the land required for all of the Project works within the Order in the event that voluntary agreement for these works is not reached and to ensure the full suite of maintenance rights required for the Project are available in perpetuity. Even where the initial refurbishment works are completed in advance of confirmation of the Order, the permanent rights sought remain necessary to secure the ongoing operation, maintenance, inspection and protection of the refurbished infrastructure on a long-term basis. The completion of the initial construction works does not remove the need for permanent rights over the land.

### 3. The rights sought have not been minimised

NGET does not accept that the rights sought have not been minimised. NGET has undertaken a careful assessment of the rights required for the purposes of the Project and has sought to limit those rights to what is reasonably necessary. NGET addresses each of the specific points raised below.

#### (a) Rights groups do not meaningfully limit the rights sought

NGET has identified distinct groups of rights and assigned those groups to individual plots on the basis of the works and activities anticipated in respect of each plot. The rights groups are designed to ensure that the rights acquired over each plot are appropriate to the works to be carried out on or in the vicinity of that plot. NGET acknowledges that certain rights, such as the right to establish works compounds and the right relating to environmental and ecological mitigation, appear within more than one rights group. This reflects the operational reality that such activities may be required in connection with different types of works across the route. However, the assignment of rights groups to individual plots ensures that only those rights which are relevant to the anticipated works on each plot are acquired. NGET is satisfied that the rights sought over the Objectors' land are no more than reasonably necessary for the purposes of the scheme.

#### (b) Permanent rights are sought where temporary rights would suffice

NGET does not accept that temporary rights would suffice for the purposes of the Project. Whilst certain activities, such as the establishment of construction compounds and working areas, are required only during the construction phase, the rights sought also encompass the ongoing operation, maintenance, inspection, repair and renewal of the electricity transmission infrastructure on a permanent basis. The acquisition of permanent rights ensures that NGET is able to access and maintain the infrastructure throughout its operational life without the need to negotiate further agreements or rely upon temporary arrangements which may not be renewed. This approach is consistent with national policy. Paragraph 2.6.4 of NPS EN-5 states that "*permanent arrangements are strongly preferred over voluntary wayleaves (which could, for example, be terminable on notice by the landowner) in virtue of their greater reliability and economic efficiency and reflecting the importance of the relevant infrastructure to the government's Clean Power and net zero goals.*" The reference in the Statement of Reasons to temporary interference with open space and common land relates to the physical impact of the works being carried out and does not address the ongoing need for permanent rights to secure the long-term operation and maintenance of the infrastructure.

### **(c) Unrestricted vegetation management rights**

The vegetation management rights sought are necessary to ensure the safe and reliable operation of the electricity transmission infrastructure. NGET is required to manage vegetation in the vicinity of its overhead lines in accordance with its statutory and regulatory obligations. The rights sought are intended to enable NGET to carry out vegetation management in compliance with those obligations. In practice, NGET carries out vegetation management in accordance with appropriate arboricultural standards and in consultation with landowners. NGET is willing to discuss the Objectors' concerns regarding vegetation management practices in the context of the proposed deed of easement.

### **4. Impact on the management of the land**

NGET notes the Objectors' concerns regarding the impact of the exercise of the rights sought upon the amenity use of the land and upon field access and land management. NGET is committed to minimising disruption to landowners and occupiers during the carrying out of the works and will seek to agree appropriate access arrangements in advance. As referenced above, a meeting has been offered to discuss the access required by NGET for the Project, however, no meeting has taken place to date due to disputes raised by you regarding reimbursement of your professional fees. NGET is willing to engage with the Objectors to discuss the proposed route of access and to consider any arrangements which would reduce the impact upon the management of the land.

### **5. Interference with future land use and environmental land management schemes**

NGET notes the Objectors' concerns regarding the potential impact of the permanent rights sought upon their ability to enter into environmental land management or stewardship schemes or to pursue other future uses of the land. NGET's position is that the rights sought are necessary for the purposes of the Project and the ongoing operation and maintenance of the electricity transmission infrastructure, as set out above. NGET has not been made aware of any intentions by the Objectors to enter into environmental land management schemes, however, NGET will seek to exercise any rights, so far as reasonably practicable, in a manner which minimises interference with the Objectors' use of the land. NGET has made an offer of compensation for the permanent rights sought from the Objectors in line with its published policy. NGET is willing to engage with the Objectors regarding future development of the site, however, to date no proposals have been provided.

### **6. Disproportionate interference with property rights**

NGET does not accept that the Order gives rise to a disproportionate interference with the Objectors' property rights. The Order pursues a legitimate aim in the public interest to ensure the continued safe and reliable

operation of the transmission network and to support the delivery of the Government's energy security and net zero objectives. The rights sought are no more than reasonably necessary for the purposes of the Project, and the Objectors will be entitled to compensation for any loss or damage sustained as a result of the acquisition and exercise of those rights. NGET has had regard to the requirements of the Human Rights Act 1998, including Article 1 of the First Protocol to the European Convention on Human Rights, and is satisfied that the interference with the Objectors' property rights is justified, necessary and proportionate in pursuit of the legitimate aim identified. For the reasons set out above, NGET does not accept that the rights sought exceed what is reasonably necessary, and accordingly the interference with the Objectors' rights is proportionate.

NGET is committed to engaging with the Objectors and their representatives with a view to reaching a voluntary agreement and resolving the matters raised in the objection. We would be grateful if you could confirm the Objectors' willingness to engage in discussions with a view to agreeing a resolution and withdrawing the objection to the Order.

If you require any assistance, please get in touch with Ardent on 0203 092 3162 or via email: [WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)

Yours sincerely,

[Redacted]  
[Redacted]  
**National Grid Lands Team**

cc: [Redacted]  
[Redacted]  
[Redacted]

**OBJ11**



Department for  
Energy Security  
& Net Zero

[REDACTED]  
Head of Electricity Network Planning Team  
Energy Infrastructure Planning Delivery  
Energy Development

[REDACTED]  
3-8 Whitehall Place, London

[Visit our page on gov.uk](#)

Follow us on social media:

[X](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#) | [YouTube](#)

OFFICIAL

From: [REDACTED]

Sent: 19 March 2026 11:23

To: [REDACTED]

Cc: [REDACTED]

Subject: Objection for West Burton to Ratcliffe-on-Sour Refurbishment Project - Compulsory Purchase Order 2026

Importance: High

To:  
The Department of Energy Security and Net Zero  
Electricity Networks Planning, Consenting and Communities  
3 Whitehall Place  
London  
SW1A 2EG

Via email to [REDACTED]

**The National Grid Electricity Transmission Plc (West Burton to Ratcliffe-on-Sour Refurbishment Project) Compulsory Purchase Order 2026 ("Order")**

1. This objection is submitted on behalf of J G Pears Property Limited, together with the companies noted in the schedule at the end of this communication ("**J G Pears Group**") whose land at High Marnham, Fledborough Road, Fledborough, Newark is affected by the above-named Order.
2. J G Pears Property Limited is the freehold owner of land at High Marnham, with other J G Pears group companies having lesser interests.

Introduction

3. The Order seeks authorisation for the refurbishment of NGET's 400kV single circuit overhead lines (being the West Burton to High Marnham, High Marnham to Stoke Bardolph, Ratcliffe-on-Soar to Stoke Bardolph and Cottam to Staythorpe 1 circuits) with associated works to maintain and uprate the existing electricity transmission system ("**the Project**").

4. To allow the Project to be brought forward, NGET is seeking consent for the proposed Order to confirm the compulsory acquisition of land and/or rights in proximity of the 400kV overhead lines that are to be refurbished.
5. The Project requires the proposed compulsory acquisition of permanent rights across J G Pears Group land at High Marnham, as per the following plots referenced in the Order:

<b>Plot</b>	<b>Acquisition of rights over land</b>
11/12	Access Rights over approximately 336 square metres of shrubbery and trees (HyMarnham Green Energy Park, Fledborough Road, Fledborough, Newark), excluding the Interest of the Acquiring Authority. (NT419367 - Absolute Freehold)
11/13	Overhead Line Rights and Oversail Rights over approximately 7065 square metres of agricultural field, overhead lines, trees and shrubbery (HyMarnham Green Energy Park, Fledborough Road, Fledborough, Newark), excluding the Interest of the Acquiring Authority. (NT419367 - Absolute Freehold)
11/14	Access Rights over approximately 3638 square metres of scrubland, private track, shrubbery and trees (HyMarnham Green Energy Park, Fledborough Road, Fledborough, Newark), excluding the Interest of the Acquiring Authority. (NT419367 - Absolute Freehold)
11/18	Overhead Line Rights and Oversail Rights over approximately 33539 square metres of scrubland, pylons, overhead lines, private track, hardstanding, car parking, trees and shrubbery (HyMarnham Green Energy Park, Fledborough Road, Fledborough, Newark), excluding the Interest of the Acquiring Authority. (NT419367 - Absolute Freehold)
11/19	Overhead Line Rights and Oversail Rights over approximately 25763 square metres of agricultural fields, hedgerows, shrubbery, private track, pylons and overhead lines; east of High Marnham Substation and south of Manor Cottages, Fledborough, Bassetlaw, excluding the Interest of the Acquiring Authority. (NT419367 - Absolute Freehold)
11/23	Overhead Line Rights and Oversail Rights over approximately 8548 square metres of scrubland, pylon, overhead lines, private track, trees and shrubbery (HyMarnham Green Energy Park, Fledborough Road, Fledborough, Newark), excluding the Interest of the Acquiring Authority. (NT419367 - Absolute Freehold)
11/24	Access Rights over approximately 732 square metres of private track (HyMarnham Green Energy Park, Fledborough Road, Fledborough, Newark), excluding the Interest of the Acquiring Authority. (NT419367 - Absolute Freehold)
11/25	Access Rights over approximately 2823 square metres of private track (HyMarnham Green Energy Park, Fledborough Road, Fledborough, Newark), excluding the Interest of the Acquiring Authority. (NT419367 - Absolute Freehold)
11/26	Overhead Line Rights and Oversail Rights over approximately 43479 square metres of agricultural fields, hedgerows, trees, private track, pylons and overhead lines; south of dismantled railway and west of High Marnham Power Station, Marnham, Bassetlaw, excluding the Interest of the Acquiring Authority. (NT318667 - Absolute Freehold)
11/27	Access Rights over approximately 105 square metres of private track, trees and shrubbery (HyMarnham Green Energy Park, Fledborough Road,

	Fledborough, Newark), excluding the Interest of the Acquiring Authority. (NT240486 - Absolute Freehold)
11/28	Access Rights over approximately 941 square metres of agricultural fields, hedgerows and private track; east of High Marnham Substation and south of Manor Cottages, Marnham, Bassetlaw, excluding the Interest of the Acquiring Authority. (NT419367 - Absolute Freehold)
11/29	Access Rights over approximately 3299 square metres of agricultural field; south of dismantled railway and west of High Marnham Power Station, Marnham, Bassetlaw, excluding the Interest of the Acquiring Authority. (NT318667 - Absolute Freehold)
11/30	Overhead Line Rights and Oversail Rights over approximately 20153 square metres of agricultural field, public footpath (Marnham FP7), pylons and overhead lines; east of High Marnham Substation and south of Manor Cottages, Marnham, Bassetlaw, excluding the Interest of the Acquiring Authority. (NT318667 - Absolute Freehold)
11/31	Access Rights over approximately 1094 square metres of agricultural field; east of High Marnham Substation and south of Manor Cottages, Marnham, Bassetlaw, excluding the Interest of the Acquiring Authority. (NT318667 - Absolute Freehold)
11/32	Access Rights over approximately 31 square metres of trees and shrubbery; south of dismantled railway and west of High Marnham Power Station, Marnham, Bassetlaw. (Unregistered Land)
11/33	Overhead Line Rights and Oversail Rights over approximately 4390 square metres of operational substation and equipment (High Marnham Power Station, Fledborough Road, Fledborough, Newark), excluding the Interest of the Acquiring Authority. (NT318667 - Absolute Freehold) (NT419367 - Absolute Freehold) (NT370268 - Absolute Leasehold) (NT378359 - Absolute Leasehold)
11/34	Overhead Line Rights and Oversail Rights over approximately 4987 square metres of operational substation and equipment (High Marnham Power Station, Fledborough Road, Fledborough, Newark), excluding the Interest of the Acquiring Authority. (NT419367 - Absolute Freehold) (NT314500 - Absolute Leasehold)
11/35	Access Rights over approximately 703 square metres of agricultural field; south of dismantled railway and west of High Marnham Power Station, Marnham, Bassetlaw, excluding the Interest of the Acquiring Authority. (NT318667 - Absolute Freehold)
11/36	Overhead Line Rights and Oversail Rights over approximately 15 square metres of distribution substation (High Marnham Power Station, Fledborough Road, Fledborough, Newark), excluding the Interest of the Acquiring Authority. (NT419367 - Absolute Freehold) (NT484082 - Absolute Leasehold)
12/1	Overhead Line Rights and Oversail Rights over approximately 28550 square metres of agricultural fields, pylons, public footpath (Marnham FP7), overhead lines and private track; north of Hollowgate Lane and west of River Trent, Marnham, Bassetlaw, excluding the Interest of the Acquiring Authority. (NT318667 - Absolute Freehold)
12/2	Overhead Line Rights and Oversail Rights over approximately 1434 square metres of agricultural field and hedgerow; north of Hollowgate Lane and west of River Trent, Marnham, Bassetlaw, excluding the Interest of the Acquiring Authority. (NT318667 - Absolute Freehold)

12/3	Access Rights over approximately 2475 square metres of agricultural field, private track (Sparrow Lane), overhead lines, trees and shrubbery; north of Hollowgate Lane and west of River Trent, Marnham, Bassetlaw, excluding the Interest of the Acquiring Authority. (NT318667 - Absolute Freehold)
12/4	Access Rights over approximately 213 square metres of private track (Sparrow Lane) and shrubbery; north of Hollowgate Lane and west of River Trent, Marnham, Bassetlaw, excluding the Interest of the Acquiring Authority. (NT318667 - Absolute Freehold)
12/5	Access Rights over approximately 11 square metres of private track (Sparrow Lane) and shrubbery; north of Hollowgate Lane and west of River Trent, Marnham, Bassetlaw, excluding the Interest of the Acquiring Authority. (NT318667 - Absolute Freehold)
12/6	Overhead Line Rights and Oversail Rights over approximately 153 square metres of private track (Sparrow Lane) and shrubbery; north of Hollowgate Lane and west of River Trent, Marnham, Bassetlaw, excluding the Interest of the Acquiring Authority. (NT318667 - Absolute Freehold)
12/7	Access Rights over approximately 6 square metres of private track (Sparrow Lane) and shrubbery; north of Hollowgate Lane and west of River Trent, Marnham, Bassetlaw, excluding the Interest of the Acquiring Authority. (NT318667 - Absolute Freehold)
12/8	Access Rights over approximately 118 square metres of private track (Sparrow Lane) and shrubbery; north of Hollowgate Lane and west of River Trent, Marnham, Bassetlaw, excluding the Interest of the Acquiring Authority. (NT318667 - Absolute Freehold)
12/9	Access Rights over approximately 42 square metres of private track (Sparrow Lane) and shrubbery; north of Hollowgate Lane and west of River Trent, Marnham, Bassetlaw, excluding the Interest of the Acquiring Authority. (NT318667 - Absolute Freehold)
12/13	Access Rights over approximately 1442 square metres of agricultural field and overhead lines; north of Hollowgate Lane and west of River Trent, Marnham, Bassetlaw, excluding the Interest of the Acquiring Authority. (NT318667 - Absolute Freehold)
12/18	Overhead Line Rights and Oversail Rights over approximately 18382 square metres of agricultural fields, overhead lines, pylons and hedgerows and private track (Sparrow Lane); north of Hollowgate Lane and west of River Trent, Marnham, Bassetlaw, excluding the Interest of the Acquiring Authority. (NT318667 - Absolute Freehold)
13/3	Access Rights over approximately 2145 square metres of agricultural field; north-east of Polly Taylor's Road, Marnham, Bassetlaw, excluding the interest of the Acquiring Authority. (NT 318667- Absolute Freehold).

6. J G Pears Group note that it is aware of a number of other schemes that NGET are promoting in and around the site owned by J G Pears Group, which may well compete and conflict with the Project, including:
- a. High Marnham Substation;
  - b. High Marnham to Chesterfield; and
  - c. North Humber to High Marnham.

7. There has been little to no engagement from NGET on the Project to date and J G Pears Group also considers that there is no holistic approach being taken by NGET in relation to what would appear to be a strategic site over which they require significant rights. There is therefore significant potential that these other NGET schemes compete and conflict with the Project that is being promoted pursuant to the Order.
8. We therefore object to the Order on the following grounds:
  - a. If consented, the extent of the rights are widely drafted, uncertain in length and will restrict J G Pears Group use of its land in perpetuity;
  - b. If consented, there are potential conflicts with other NGET projects that do not appear to have been fully considered in the Order;
  - c. If consented, the Order will create new access tracks which is contrary to an existing agreement J G Pears Group have with NGET;
  - d. If consented, whether alone or cumulatively with other schemes that are being promoted by NGET, there will be a significant impact to J G Pears Group's planned redevelopment of the site at High Marnham, some of which already has consented planning permission.
9. We deal with each ground of objection in turn below.

#### Ground a

10. As detailed in the table above, NGET are proposing to compulsorily acquire permanent rights over J G Pears Group land relating to Access Rights, Overhead Line Rights and Oversail Rights.
11. These rights are widely drafted and allow, for example, NGET to alter or modify the overhead lines at all times, but no parameters on what constitutes altering or modify is provided. Similarly, the access rights allow for access to the land and adjoining land with no scope as to what would constitute adjoining land. Without clear limitations as to the extent of these rights, it is impossible for J G Pears Group to consider/assess the impact of the acquisition of these permanent rights on its land.
12. Furthermore, whilst it is understood that the Project, at least in part, is temporary in nature, all of the rights sought are permanent, and therefore are excessive in nature. Whilst it is appreciated that temporary rights cannot be granted under a compulsory purchase order, such rights could have been negotiated voluntarily, had NGET sought to engage with J G Pears in relation to the Project (see paragraphs 24 onwards below).

#### Ground b

13. As noted above, J G Pears is aware of a number of other schemes that NGET are promoting on or in close proximity to J G Pears Group land included in the Order. Whilst J G Pears Group has had some engagement on NGET's other schemes, no consultation or engagement has been carried out on a holistic basis, encompassing all NGET schemes, including the Project.
14. Given the clear importance of J G Pears Group High Marnham site to all these schemes, J G Pears Group find it inconceivable that NGET has not considered it appropriate to engage with it on such a holistic basis.

15. In addition, J G Pears Group is concerned that as NGET has instructed different agents for different schemes there is not a universal approach being taken by NGET and as such, there is the significant potential that conflicts will arise between the Project and other NGET schemes.
16. Just one example of issues that may arise due to the lack of adoption of a holistic approach by NGET is that the Project proposes that access tracks be located where the NGET High Marnham Substation is due to be erected (plots 11/29 and 11/35 of the Order). J G Pears anticipates there are likely to be multiple other conflicts. As such, it queries whether the Project, as currently promoted is fully deliverable.

#### Ground c

17. Having reviewed the plans that support the Order, J G Pears Group notes that NGET is proposing to take new accesses across land where accesses do not currently exist (plots 11/14, 11/27, 11/29, 11/32, 11/35 and 13/3). Such new accesses will conflict with J G Pears Group's existing use of this land, as well as consented future use of the land.
18. These proposed new accesses are also contrary to an agreement J G Pears Group have with NGET more widely, that all access to the site be taken via the main access (being plot 11/25). J G Pears Group considers that NGET could still access all the requisite apparatus by utilising the existing access at plot 11/25, as opposed to creating the additional access tracks. J G Pears Group therefore considers that the access rights across plots 11/14, 11/27, 11/29, 11/32, 11/35 and 13/3) are not necessary.
19. J G Pears Group considers that such conflicts and complications could have been avoided had there been consultation and engagement from NGET in relation to the Project.

#### Ground d

20. J G Pears Group has planning permission to develop its land at High Marnham and has a wider strategy of growth through renewable energy projects, which J G Pears Group has worked tirelessly to gain representation for in the recently adopted Local Plan.
21. The proposed acquisition of permanent rights to allow NGET to carry out the Project will impact J G Pears Group's ability to bring forward its consented development and strategy of growth of renewable energy on its land at High Marnham. As an example, the access rights proposed to be acquired over plot 11/14 would prevent J G Pears Group from developing this 60 acre area that used to be the old coal receiving area and is being optioned for development, and similarly the pylon run and largened cable pull area between 11/18 and 11/1 is also in the process of being optioned for development..
22. Such an impact on J G Pears Group ability to develop its land at High Marnham will only be exacerbated by the other schemes that NGET is proposing and will potentially result in a restriction on JG Pears Group being able to carry out its own business plans on its own land and effectively sterilises parts of JG Pears Group's land from future development.
23. This is especially frustrating as J G Pears Group previously consulted NGET to understand if NGET had any plans that would affect the High Marnham site and NGET confirmed it had no such plans.

#### Other Concerns

24. We are aware of the Guidance on the Compulsory Purchase Process (January 2025) issued by the Ministry of Housing, Communities and Local Government (“CPO Guidance”), which states that acquiring authorities are encouraged to engage and communicate regularly with those who are to be affected by the use of powers of compulsory purchase.
25. We note that very little consultation or engagement has been carried out by NGET on the Project, with J G Pears Group only being notified about Project once via a generic letter during 2025, ahead of the Order being made and submitted to the Secretary of State for Energy Security and Net Zero (“DESNZ”). As such, there has been no meaningful or constructive consultation/engagement of the Project.
26. It is also noted that this limited generic communication also contained inaccuracies and deficiencies, including not being addressed to the freehold owner of the High Marnham site and also identifying incorrect land parcels on plans.
27. The lack of constructive consultation/engagement on the Project now being promoted means that the Project has not been through the requisite level of consultation, ahead of the NGET seeking to rely on powers of compulsory purchase. This is especially pertinent when NGET are promoting numerous other projects in the same vicinity.
28. Additionally, J G Pears Group note that had NGET consulted with it on the Project, it would have been able to provide ‘on the ground’ knowledge of the site that would have resulted in more appropriate Order limits. For example, J G Pears Group note that the access rights proposed across plot 11/12, leading to plot 11/11 are impracticable due to the topography of the land, the elevation of which changes by around 5-6m. Had J G Pears Group been consulted, it could have explained that it would be more feasible to extend access across plot 11/9 above plot 11/12 and into plot 11/11.
29. This lack of consultation and engagement again leads J G Pears Group to query if the Project, as is currently being promoted, is deliverable.
30. Further, NGET should have made proper attempts to acquire the rights sought under the Order by voluntary agreement, as is required by the CPO Guidance. Unfortunately, no such attempts to voluntarily acquire rights from J G Pears Group have been forthcoming. However, J G Pears Group wish to point out that it is open to working with NGET and would welcome engagement from NGET in this regard.
31. In light of the details set out above, we object to the Order and request that the Order not be confirmed by the Secretary of State.

#### **Schedule of Group Companies and Shareholders with an interest in the Order land**

- Heather Morag Pears
- HyMarnham Power (Nottingham) Limited
- HyMarnham Power Limited
- Jeffery Gordon Pears
- JG Pears Commodities Limited
- JG Pears Grid Connection Limited
- JG Pears (Newark) Limited
- JG Pears Power Limited
- JG Pears Property Limited
- SRAEP Limited

I look forward to hearing from you in due course.



Office: 01226 762175



[www.jgpears.com](http://www.jgpears.com)



Our Ref: WBROS\_CPO\_240

[REDACTED]  
J G Pears Property Limited  
Bella Vista Farm  
Hartcliffe Road  
Penistone  
Sheffield  
S36 9FN

**Ardent West Burton to Ratcliffe-On-Soar  
Project Team**

36 – 38 Botolph Lane, London, EC3R 8DE  
[WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)  
0203 092 3162

By Email only to: [REDACTED]

Date: 13/05/2026

Dear [REDACTED],

**Subject: THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (WEST BURTON TO RATCLIFFE-ON-SOAR REFURBISHMENT PROJECT) (the "Project") COMPULSORY PURCHASE ORDER 2026 (the "Order")**

## OBJECTION ON BEHALF OF J G PEARS GROUP COMPANIES

Further to your email dated 19 March 2026 on behalf of J G Pears Property Limited, together with the companies noted in the schedule to that email forming part of the J G Pears Group (collectively, the "Objector"), we write in response to the objection raised in respect of the above-referenced Order made by National Grid Electricity Transmission Plc ("NGET") on 12 February 2026.

We note that J G Pears Property Limited is the freehold owner of land at High Marnham, Fledborough Road, Fledborough, Newark, with other J G Pears group companies having lesser interests (the "Plots"). The Plots fall within the Cottam to Staythorpe and High Marnham to Stoke Bardolph sections of the Project. The anticipated works in the area of the Plots comprise the refurbishment of NGET's 400kV single circuit overhead lines with associated works to maintain and uprate the existing electricity transmission system.

The overhead line works include:

1. Replacement of all conductors, fittings, insulators and associated tower furniture;
2. Replacement of existing earthwires, downloads and down droppers;
3. Steelwork refurbishment and replacement;
4. Further refurbishment works including the repair or replacement of the anti-climbing devices and other accessories such as property plates;
5. Gantry refurbishment;
6. Foundation refurbishment; and
6. Protection and control settings to be changed where necessary.

The land take is required for the above planned works, but also for future maintenance works to maintain and refurbishing the line: such maintenance may include the works listed above.

For ease of reference, this letter adopts the same structure as the grounds of objection set out in the Objector's email and addresses each ground in turn below.

### Ground (a) – Extent of rights sought

NGET does not accept that the rights sought pursuant to the Order are excessive or insufficiently defined. NGET has undertaken a careful assessment of the rights required for the purposes of the Project and has identified distinct packages of rights, assigning those packages to individual Plots based on the works and activities anticipated in respect of each Plot. The rights packages are designed to ensure that the rights acquired over each Plot are appropriate to the works to be carried out on or in the vicinity of that Plot. The scope of the rights sought, including the Overhead Line Rights, Oversail Rights and Access Rights, is no wider than is reasonably necessary for the construction, operation, maintenance, repair, renewal and decommissioning of the electricity transmission infrastructure comprised as part of the Project. The terms used in the Order are consistent with standard industry practice for rights of this nature and are sufficiently defined to enable the Objector to understand the scope and extent of the rights to be acquired. In respect of the Objector's concern that the rights sought are permanent notwithstanding that certain works may be temporary in nature, NGET considers it necessary and appropriate to acquire permanent rights for the following reasons:

- a) The refurbishment works will result in upgraded infrastructure which will remain in situ and in operation for the foreseeable future. It is appropriate that the rights securing that infrastructure are commensurate in duration with the anticipated lifetime of the infrastructure.
- b) It is in the public interest to obtain the appropriate security for the electricity supply network through the grant of permanent land rights rather than temporary land rights. Wayleaves are generally time-bound, do not run with the land and are not registrable on the title to the land, which presents a material risk to NGET's security of tenure and, consequently, to the continued operation of the electricity transmission network. This approach is consistent with national policy. Paragraph 2.6.4 of NPS EN-5 states that "*permanent arrangements are strongly preferred over voluntary wayleaves (which could, for example, be terminable on notice by the landowner) in virtue of their greater reliability and economic efficiency and reflecting the importance of the relevant infrastructure to the government's Clean Power and net zero goals.*"
- c) The Objector suggests that temporary rights could have been negotiated on a voluntary basis. However, for the reasons set out above, NGET does not consider that temporary rights would be appropriate or sufficient for the purposes of the Project. NGET has reached a provisional agreement with the Objector to secure permanent rights on a voluntary basis and NGET remains willing to engage with the Objector with a view to completing the grant of a permanent easement on agreed terms.

### Ground (b) – Potential conflicts with other NGET projects

NGET notes the Objector's concern regarding the potential for conflicts between the Project and other NGET schemes in the vicinity of the Objector's land, including the High Marnham Substation, High Marnham to

Chesterfield and North Humber to High Marnham projects. Since the date of the objection, NGET has sought to coordinate engagement with the Objector, taking into account all NGET projects that impact the land. A site meeting was held on 28 April 2026 with the Objector with representation from all NGET projects, points of contact for each project have been assigned, and a single point of contact for NGET has been provided for general queries and voluntary negotiations. NGET has had regard to the interaction between the Project and other schemes being promoted in the vicinity and is satisfied that the rights sought pursuant to the Order are required for this Project. Each project is subject to its own assessment, design and consenting process, and the rights sought under the Order have been identified on the basis of the specific requirements of the Project. To the extent that any interface issues arise between the Project and other NGET schemes, NGET is committed to managing those interfaces appropriately to ensure that the rights acquired under the Order can be exercised without material conflict with other schemes. In respect of the specific example raised by the Objector regarding the location of access tracks on plots 11/29 and 11/35, NGET accepts that this land is proposed to form part of a new substation, however, these plots have been included for access to the towers for the specific requirements of the Project. NGET note that a provisional agreement has been reached with the Objector regarding the grant of voluntary permanent land rights, including for access, and is willing to continue this engagement to seek a resolution to these concerns. NGET does not accept that the Project, as currently promoted, is undeliverable.

#### **Ground (c) – New access tracks and existing agreement**

NGET notes the Objector's concern that the Order proposes new access routes across plots 11/14, 11/27, 11/29, 11/32, 11/35 and 13/3 where accesses do not currently exist, and that this is said to be contrary to an existing agreement between the Objector and NGET that all access to the site be taken via the main access at plot 11/25. NGET has identified the access rights sought in the Order on the basis of a careful assessment of the access requirements for the Project, having regard to the location of the infrastructure to be refurbished and the need to ensure safe and efficient access for construction and maintenance purposes. NGET have reached a provisional agreement with the Objector regarding the grant of permanent land rights, including a right of access over plot 11-25, and is willing to continue this engagement to seek a resolution to these concerns. To the extent that access requirements can be rationalised without compromising the delivery or maintenance of the Project, NGET is willing to consider amendments to the access arrangements in consultation with the Objector. NGET remains committed to engaging with the Objector to resolve this matter.

#### **Ground (d) – Impact on planned redevelopment**

NGET notes the Objector's concern that the acquisition of permanent rights pursuant to the Order will impact upon the Objector's ability to bring forward consented development and its wider strategy of growth through renewable energy projects at High Marnham. NGET is reviewing the access rights shown over plot 11-14 following the site meeting held with the Objector on 28 April 2026 and will continue to discuss this with the Objector to seek a resolution to the concerns raised. Towers ZDA248D and ZDA248E are within plot 11-18: tower ZDA248D is an angle structure, and therefore land take has been allowed for conductor stringing at this location (a "Stringing Area"). The Stringing Area allows for placement of stringing equipment to 'pull' conductors through the tower as part of the overhead line reconductoring works. No such land take is allowed

for on tower ZDA248E as this in an in-line tower structure. NGET is willing to engage with the Objector in relation to plot 11-18 to identify if it is possible to seek a resolution to their concerns.

NGET is taking a proportionate approach to compulsory acquisition and, rather than seeking to acquire the freehold title to the Order Land, is seeking to acquire only permanent rights (such as rights to maintain and operate the overhead lines). The rights sought are limited to what is reasonably necessary for the purposes of the Project and do not preclude the continued use of the Objector's land for purposes which are compatible with the exercise of those rights. To the extent that the Objector's development proposals may be affected by the rights sought, the Objector will be entitled to compensation for any loss or damage sustained as a result of the acquisition and exercise of those rights, in accordance with the Compulsory Purchase Compensation Code. NGET has had regard to the requirements of the Human Rights Act 1998, including Article 1 of the First Protocol to the European Convention on Human Rights, and is satisfied that the interference with the Objector's property rights is justified, necessary and proportionate in pursuit of the legitimate aim of ensuring the continued safe and reliable operation of the electricity transmission network and supporting the delivery of the Government's energy security and net zero objectives.

#### **(e) Other Concerns – Engagement and consultation**

NGET does not accept that it has failed to engage adequately with the Objector or that the Project has not been subject to a requisite level of consultation. NGET's appointed land agent, Ardent Management Limited ("Ardent"), sent a Project Introductory Letter and Landowner Questionnaire to the Objector on 27 September 2024. A Land Interest Questionnaire was sent to the Objector on 12 November 2025, with a follow-up letter issued on 4 December 2025, and the Objector returned the Land Interest Questionnaire on 15 January 2026. NGET is also in negotiations with and has held several meetings with the Objector regarding a number of NGET projects on the Objector's land. NGET held a site meeting with the Objectors on 28 April 2026 to share more information regarding the Project, including timescales and the land rights required for the Project. At the meeting, NGET and the Objector reviewed access to the land and this information is informing the voluntary negotiations for permanent land rights. In respect of the Objector's concern regarding inaccuracies in correspondence, NGET will review the matters raised and address any errors identified. The Government Guidance on the Compulsory Purchase Process recognises that compulsory purchase procedures may properly be initiated in parallel with ongoing negotiations, and NGET's approach is consistent with that principle. In accordance with paragraph 19 of the Government Guidance on the Compulsory Purchase Process, NGET has offered advice and support to affected landowners, including offering to meet reasonable professional advisors' fees. Landowners have also been provided with a copy of NGET's Land Rights Strategy, which sets out the compensation payments that are being offered for voluntary easements. NGET notes that it has reached a provisional agreement for the voluntary acquisition of permanent land rights and welcomes the Objector's willingness to work with NGET. NGET remains willing to engage with the Objector and its representatives with a view to reaching a voluntary agreement.

NGET is committed to engaging with the Objector and its representatives with a view to reaching a voluntary agreement and resolving the matters raised in the objection. We would be grateful if you could confirm the

Objector's willingness to engage in further discussions with a view to agreeing terms for the grant of the rights sought on a voluntary basis and withdrawing the objection to the Order.

If you require any assistance, please get in touch with Ardent on 0203 092 3162 or via email: [WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com).

Yours sincerely,

[Redacted]

[Redacted]

**National Grid Lands Team**

cc: The Company Secretary, J G Pears Property Limited at Bella Vista Farm, Hartcliffe Road, Penistone, Sheffield, S36 9FN; and [Redacted]

**OBJ12**

IN THE MATTER OF THE NATIONAL GRID ELECTRICITY  
TRANSMISSION PLC (WEST BURTON TO RATCLIFFE-ON-SOAR  
REFURBISHMENT PROJECT) COMPULSORY PURCHASE ORDER  
2026

---

**STATEMENT OF OBJECTIONS  
ON BEHALF OF LORRAINE ELIZABETH LEVELL**

---

To the Secretary of State for Energy Security and Net Zero c/o The Department for Energy Security and Net Zero, Electricity Networks Planning, Consenting and Communities, 3 Whitehall Place, London SW1A 2EG (e-mail: [REDACTED]).

These are the objections of Lorraine Elizabeth Levell (“the Objector”), to the National Grid Electricity Transmission Plc (West Burton to Ratcliffe-on-Soar Refurbishment Project) Compulsory Purchase Order 2026 (“the Order”) made by National Grid Electricity Transmission Plc (“NGET”) on 12 February 2026.

The Objector is the freehold owner of the land comprised in HM Land Registry title number NT366957, being Avenue Farm, Old Melton Road, Normanton On The Wolds, Keyworth, Nottingham NG12 5NN. The plot numbers identified in the land acquisition plans and the Schedule to the Order over which rights are sought to be acquired from the Objector are 48-4, 48-5, 48-7, 48-10 and 48-11 (“the Plots”).



NGET has refused to reimburse reasonable professional costs necessary to enable negotiations for the acquisition of rights by agreement to take place, contrary to paragraph 17.7 of the Guidance.

NGET has only offered to contribute to professional costs at rates below those reasonably charged by professional advisers and below industry norms as reflected in the Central Association of Agricultural Valuers Fees Survey.

A refusal to meet reasonable professional costs necessary for affected landowners to obtain advice cannot constitute a reasonable effort to acquire rights by agreement.

**(b) Failure to provide the proposed easement prior to making the Order**

NGET made the Order on 12 February 2026 but did not provide a copy of its proposed deed of easement until 13 February 2026.

Reasonable efforts to acquire rights by agreement cannot be said to have been made where the acquiring authority failed to provide the document setting out the rights it seeks until after the Order had already been made, notwithstanding repeated prior requests.

**(c) Refusal to consider reasonable amendments**

When providing its proposed deed of easement, NGET confirmed that it is not prepared to consider amendments to the terms of that deed. Although the Guidance recognises that compulsory purchase procedures may proceed in parallel with negotiations, that presupposes that reasonable efforts to acquire by agreement are taking place. In this case NGET has stated that the terms of the proposed deed are not open to amendment.

A process in which the acquiring authority refuses to consider reasonable amendments to its proposed deed of easement cannot be characterised as a genuine attempt to acquire rights by agreement.

**(d) Rights sought materially exceed those typically agreed**

NGET has asserted that the deed of easement provided is its standard precedent used across the country. However, the deed differs materially from the form of easement typically entered into by NGET where rights are acquired by agreement for the same infrastructure, and contains significantly more onerous rights than those normally required.

NGET has entered into numerous voluntary easements across its network for the same infrastructure on materially narrower terms. The fact that NGET routinely accepts materially narrower rights where agreements are reached voluntarily indicates that the broader rights sought in this instance are not necessary for the purposes of the scheme.

Insisting upon materially wider rights simply because the acquiring authority is pursuing compulsory purchase powers cannot reasonably be characterised as a genuine attempt to acquire the necessary rights by agreement.

**(e) Rights sought potentially inconsistent with an easement**

The rights sought are so broad that, if exercised to their full extent, they would permit repeated disturbance of the land and repeated occupation of working areas or compounds. Rights of that nature approach a level of control inconsistent with the ordinary characteristics of an easement, which presupposes that the servient owner retains meaningful use of the land. This

is not a reasonable effort to acquire the rights actually necessary by agreement.

**(f) Inadequate referencing exercise**

NGET has not undertaken an adequate referencing exercise to identify all interests likely to be affected by the Order. NGET originally served a notice purporting to rely upon section 16 of the Local Government (Miscellaneous Provisions) Act 1976. That provision applies only to local authorities and does not confer powers upon NGET.

Although NGET subsequently wrote to landowners acknowledging the error, it has not issued valid notices under section 5A of the Acquisition of Land Act 1981 requiring the provision of information about land interests.

Furthermore, section 5B of the 1981 Act makes it an offence to fail to comply with such a notice without reasonable excuse. In practice, many landowners will reasonably seek professional advice in order to respond to requisitions for information of this nature.

Given NGET's position that it will not reimburse the full cost of professional advice, the effectiveness of any such notices in obtaining the necessary information (had they been served) would also be questionable.

In these circumstances it cannot be said that NGET has undertaken an adequate referencing exercise to identify all interests likely to be affected by the Order.

**(g) Inaccurate Schedule of Landowner Engagement**

The Schedule of Landowner Engagement appended to NGET's Statement of Reasons records that the status of negotiations with the Objector is “Deed of Easement in negotiation”.

However, that does not accurately reflect the position. No negotiations have taken place, as NGET has been unwilling to reimburse the Objector’s reasonable professional costs to enable discussions.

Further, despite being informed that the Objector had appointed a professional adviser to deal with the matter, NGET continued to contact the Objector directly, including requesting that they sign agreements. That approach undermined negotiations taking place through the appointed adviser.

In addition, NGET requested that the Objector agree to enter into a deed of easement on NGET’s standard terms without providing a copy of the proposed easement. The Objector was therefore being asked to commit to an agreement without sight of the terms.

When the document was eventually provided, it was not a form of easement typically used by NGET in voluntary agreements, but a form prepared for use in connection with the exercise of compulsory powers, seeking wider rights than would ordinarily be expected in a standard voluntary easement. NGET has also confirmed that it is not prepared to consider amendments to its terms.

The Schedule therefore does not accurately reflect the position between the parties and cannot demonstrate that reasonable efforts have been made to acquire the rights by agreement.

**(h) Inaccurate Statement of Reasons**

NGET's Statement of Reasons records that "In the majority of cases, landowners have not raised individual concerns, but where they have, individual meetings have been held to fully understand the issues and alleviate concerns." This does not accurately reflect the position in respect of the Objector. NGET has refused to reimburse the reasonable professional advisers' fees necessary to enable such meetings to occur, contrary to the advice at paragraph 19 of the Guidance.

The Statement of Reasons also refers to NGET's "Land Rights Strategy" as promoting effective and consistent communication with those affected, ensuring that people are treated fairly and consistently, and encouraging landowners to enter voluntary agreements and develop long-term stakeholder relationships. However, after providing its Land Rights Strategy to the Objector and obtaining survey access information from the Objector's professional adviser, NGET obtained access for surveys and subsequently stated that the survey payments set out in that strategy are not applicable to this project. NGET has also refused to settle the professional adviser's invoice, which was submitted only for the amount stated to be payable under the Land Rights Strategy.

These matters do not demonstrate adherence to paragraph 19 of the Guidance or that reasonable efforts have been made to obtain the necessary rights by agreement. NGET provided its Land Rights Strategy setting out the payments it would make for survey access (which have been offered on National Grid Electricity Transmission projects since 2010). The Objector granted access for initial surveys in good faith. NGET subsequently stated, without explanation, that those payments do not apply and has failed to reimburse the fees identified as payable in its own Land Rights Strategy.

## **2. The Order is not supported by a compelling case in the public interest**

The Guidance provides that a compulsory purchase order should only be made where there is a compelling case in the public interest. NGET has not demonstrated that such a case exists.

### **(a) The works described are refurbishment of existing infrastructure**

The project underlying the Order primarily comprises the refurbishment and uprating of existing overhead electricity transmission circuits through reconductoring and associated works to existing towers and infrastructure.

The infrastructure has been in situ for many years and the works described largely comprise renewal, replacement and upgrading of existing equipment rather than the construction of new transmission infrastructure.

Existing easements and wayleaves commonly confer rights to maintain, repair, renew or replace electricity apparatus. NGET has not demonstrated why the refurbishment works proposed fall outside the scope of the rights already available to it under existing agreements affecting the route.

In the absence of such explanation, it has not been demonstrated that the acquisition of additional and permanent rights over the Objector's land is necessary for the purposes of the scheme.

### **(b) Existing statutory mechanisms allow continued operation**

Where wayleaves are terminated and a Notice to Remove is served, paragraph 8 of Schedule 4 to the Electricity Act 1989 provides that the existing wayleave continues temporarily where an application for a

Necessary Wayleave is made within three months. A Necessary Wayleave would normally then be granted for a period of 15 years.

The Government has also recently consulted on reforms to electricity network land rights which include proposals to extend the standard duration of Necessary Wayleaves.

The Electricity Act 1989 therefore already provides a clear statutory mechanism for securing the continued retention and operation of electricity lines where voluntary agreements cannot be reached.

In circumstances where Parliament has provided such a mechanism, NGET must demonstrate why reliance upon that regime would be insufficient for the purposes of the scheme.

**(c) Permanent rights appear to be sought primarily to regularise NGET's property position**

NGET's Statement of Reasons states that permanent easements are preferred to wayleaves because wayleaves may be terminable and do not bind future owners.

Those considerations relate to the long-term security of NGET's property interests rather than the necessity of the rights for the refurbishment works proposed.

A preference to replace historic wayleave arrangements with permanent easements does not in itself demonstrate that the compulsory acquisition of such rights is necessary for the purposes of the scheme.

In particular, the acquisition of permanent rights of the breadth proposed has the potential to prejudice the equestrian and amenity use of the land and may constrain the use and future flexibility of the buildings on the land, including [REDACTED], where charitable events are held) and [REDACTED] and used in connection with foster care support and holiday accommodation).

In circumstances where the refurbishment works proposed are temporary in nature, the acquisition of permanent rights which may unnecessarily constrain those uses further undermines the suggestion that such rights are required in the public interest and appears disproportionate to the requirements of the scheme.

#### **(d) Timing of the works affecting the Objector's land**

The works affecting the Objector's land are scheduled to be completed this summer. However, the compulsory purchase process will not have concluded before that date.

Where works affecting particular land are scheduled to be completed before the compulsory purchase powers sought could be exercised, it cannot be said that the acquisition of rights over that land is necessary for delivery of the scheme.

### **3. The rights sought have not been minimised**

The Guidance requires acquiring authorities to ensure that the land and rights sought are no more than reasonably necessary for the purposes of the scheme and to demonstrate clearly why the acquisition of each parcel of land or right is required. NGET has not done so.

**(a) Rights groups do not meaningfully limit the rights sought**

NGET states in its Statement of Reasons that it has identified different “groups” of rights required across the Order Land and assigned those groups to individual plots. However, the rights within those groups are extensive and overlap to such a degree that the grouping exercise does not meaningfully limit the rights sought, and therefore exceeds what is reasonably necessary for the purposes of the scheme.

For example, NGET identifies a separate group of “Construction Compound Rights” assigned to plots which do not include the Objector’s land. However, the right to establish works compounds is not confined to that group. The right to “establish, use and remove works compounds” also appears within the Access Rights, Cabling Rights and Overhead Line Rights groups assigned to other plots, including the Objector’s land. As a result, plots assigned those rights groups would still permit the establishment of works compounds notwithstanding that they are not identified as requiring “Construction Compound Rights”.

A further example concerns the right relating to “environmental and/or ecological mitigation”. This right appears within the Cabling Rights, Access Rights, Overhead Line Rights and Construction Compound Rights groups. The only group in which it does not appear is Oversail Rights. As drafted, this right could permit environmental mitigation measures across any plot assigned those groups of rights, including measures which permanently alter the use of the land, such as tree planting.

In addition, each rights group concludes with a broadly drafted right “to prevent and remove any use of the land or works, goods, materials, buildings, structures, plant, equipment, machinery or other items which may damage, cause injury to or interfere with the electric cables or obstruct such

access or the exercise of these rights”. This wording confers a wide power to control activities on the land irrespective of the particular rights group assigned to a plot.

Taken together, these features demonstrate that the rights groups overlap to such an extent that they do not operate as meaningful limitations on the activities which may be carried out on particular plots.

The Guidance emphasises the importance of clearly defining the extent of rights sought so that affected parties understand the nature and extent of the interference with their land. NGET has not demonstrated that the full range of rights contained within the Access Rights, Overhead Line Rights and Oversail Rights groups assigned to the Objector’s land is required for the purposes of the scheme.

Categorising plots by reference to predefined rights packages does not demonstrate that the individual rights within those packages are necessary. The rights appear to have been applied by reference to standardised rights packages rather than through a plot-specific assessment of what is required for the purposes of the scheme. This amounts to a failure to demonstrate plot-specific necessity in respect of the rights sought over the Objector’s land.

**(b) Permanent rights are sought where temporary rights would suffice**

The rights groups identified by NGET include powers to establish working areas, construction compounds and access roads across extensive areas of land.

In practice only a limited number of such locations would be required for the purposes of the refurbishment works. Construction compounds, working

areas and construction access routes are temporary construction requirements and are commonly secured through temporary licences agreed with landowners and contractors.

The acquisition of permanent rights for activities required only temporarily is inconsistent with the principle that compulsory acquisition must be limited to what is necessary. The inclusion of permanent rights to establish compounds, working areas and access roads across numerous plots therefore materially exceeds what is reasonably required for the purposes of the scheme.

NGET itself notes, in its Statement of Reasons at para 10.4, with reference to the Access Rights it seeks over other land forming part of a common or open space, that no works are proposed that will permanently affect or change the current use of the Open Space or Common Land or its physical appearance. It states: “Although there may be temporary interference with the use of the Open Space and Common Land within the Order Land whilst works are being carried out, other than occasional future temporary maintenance activities, there would be no permanent interference”. Given that NGET itself confirms the works are only temporary (save for occasional future maintenance), there is no justification for the acquisition of the permanent rights it seeks.

### **(c) Unrestricted vegetation management rights**

The rights sought also include broad rights relating to the cutting and removal of trees and vegetation. In the absence of any restrictions, such rights permit vegetation management practices which do not reflect appropriate arboricultural standards, for example cutting or lopping instead of carrying out proper crown reductions.

NGET has not demonstrated why vegetation management rights of this breadth are necessary for the purposes of the scheme.

**(d) The extent of plot 48-4 has not been specifically justified**

The Order maps show plot 48-4, to the east of plot 46-6, extending over a notably wider area than appears necessary for a conventional rights corridor associated with the existing overhead line. The extent of that plot gives rise to concern that it may be intended to facilitate use as a working area or compound, whether temporarily or otherwise. If that is the purpose, it has not been clearly identified or justified in the Order documentation.

The Guidance requires acquiring authorities to demonstrate clearly why the acquisition of each parcel of land or right is required. NGET has not provided a plot-specific explanation for the full extent of plot 48-4. In the absence of such justification, it has not demonstrated that the land and rights sought over that plot are no more than reasonably necessary for the purposes of the scheme.

The rights groups applied to the Objector's land do not include "Construction Compound Rights". However, the extent of plot 48-4 significantly exceeds what would ordinarily be required for a linear rights corridor associated with existing overhead line infrastructure. The Order documentation does not identify any compound, working area or other operational requirement at that location, nor does it provide a plot-specific explanation for the width of land included. In the absence of such explanation, the extent of the land included within plot 48-4 creates uncertainty as to the activities which may be carried out there and suggests that land may have been included to provide general operational flexibility rather than to meet a clearly defined requirement of the scheme.

#### **4. Impact on the management of the land**

The exercise of the rights sought will interfere with the use and management of the land and adversely affect field access. The Order documentation identifies a proposed route of access across the Objector's land. However, that route has been identified without prior consultation with the Objector regarding which route would cause the least disruption.

Disturbance caused by access, works, vehicles, plant, machinery and personnel may startle or endanger horses on the land and interfere with their safe management and the operation of the equestrian activities carried on at Avenue Farm and Marson Stables.

In addition, NGET has already proposed to clear gateways which have purposely been allowed to become overgrown in order to discourage unauthorised access and improve security for livery customers. Clearing those gateways would open up new access points into fields which are currently more secure and could increase the risk of unauthorised access and of theft of horses or equipment.

The Order documentation does not demonstrate that these site-specific matters, in particular the presence of equestrian activities on the land, have been taken into account when defining the location of access routes or the extent of rights sought, nor that they have been reduced so as to minimise interference with the Objector's land and activities.

#### **5. Interference with future land use and environmental land management schemes**

The Objector may wish to enter environmental land management or stewardship schemes or pursue other lawful uses of the land, including

agricultural diversification initiatives and the continuation or expansion of the existing activities carried out.

Certain rights sought by NGET appear to relate primarily to the temporary construction and refurbishment works proposed. However, the Order seeks to acquire these rights on a permanent basis, allowing such activities to be carried out repeatedly in the future.

The future exercise of those rights may conflict with the requirements of environmental land management or stewardship agreements and may also interfere with the continued equestrian, residential, amenity and business uses associated with the land, including the operation of holiday lettings and the equestrian activities carried on at Avenue Farm and Marson Stables.

## **6. Disproportionate interference with property rights**

The Guidance makes clear that acquiring authorities must be satisfied that the purposes for which a compulsory purchase order is made justify interfering with the human rights of those with an interest in the land affected. In order for such interference to be justified it must pursue a legitimate aim in the public interest and must be necessary and proportionate in pursuit of that aim.

NGET states in its Statement of Reasons that the requirements of the Human Rights Act 1998 have been satisfied because the Order seeks only the acquisition of rights rather than freehold land and because those affected will be entitled to compensation.

However, for the reasons set out elsewhere in this objection, NGET has not demonstrated that the compulsory acquisition of the rights sought is necessary in order to achieve the purposes of the scheme. In particular:

- the works proposed comprise the refurbishment of existing infrastructure;
- the continued operation, maintenance and renewal of that infrastructure can be achieved through existing easements, wayleaves and the statutory Necessary Wayleave regime without the compulsory acquisition of the additional permanent rights sought;
- the rights sought materially exceed those typically accepted by NGET in voluntary easements for the same infrastructure;
- the rights sought within the various rights packages extend significantly beyond what is reasonably necessary for the purposes of the scheme; and
- the exercise of those rights would materially interfere with the equestrian activities carried on at Avenue Farm and Marson Stables.

In circumstances where the refurbishment works could be undertaken through existing rights and, where required, the statutory wayleave process, it has not been demonstrated that the compulsory acquisition of the additional permanent rights sought is necessary to achieve the legitimate aim relied upon. Nor has it been shown that the breadth of the rights sought, and the extent of land included within plots such as plot 48-4, have been limited to what is reasonably required.

Where the rights sought extend beyond what is reasonably necessary for the purposes of the scheme, the resulting interference with the Objector's property rights cannot be justified as necessary or proportionate. That is particularly so given the direct risk of disturbance endangering horses on the land used for the equestrian activities carried on at Avenue Farm and Marson Stables.

The fact that a compensation claim may in principle be pursued does not, in itself, render an interference proportionate where the rights sought exceed what is reasonably required for the purposes of the scheme.

## **CONCLUSION**

For the reasons set out above, the Objector submits that the statutory tests for the confirmation of a compulsory purchase order have not been satisfied. The Objector therefore respectfully invites the Secretary of State to decline to confirm the Order.

SIGNED:

A large black rectangular redaction box covering the signature of the Objector.A smaller black rectangular redaction box covering the name of the Objector.

**for and on behalf of the Objector**

DATED:

**15 / 03 / 2026**

Our Ref: WBROS\_CPO\_455

██████████  
Landreeve Ltd  
Communications House  
University Court  
Staffordshire Technology Park  
Stafford  
ST18 0ES

**Ardent West Burton to Ratcliffe-On-Soar**

**Project Team**

36 – 38 Botolph Lane, London, EC3R 8DE  
[WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)  
0203 092 3162

By email only to: ██████████

Date: 13/05/2026

Dear ██████████

**Subject: THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (WEST BURTON TO RATCLIFFE-ON-SOAR REFURBISHMENT PROJECT) (the "Project") COMPULSORY PURCHASE ORDER 2026 (the "Order")**

## OBJECTION ON BEHALF OF LORRAINE ELIZABETH LEVELL

Further to the Statement of Objections dated 15 March 2026 submitted on behalf of Lorraine Elizabeth Levell (as defined in the Statement of Objections as the "Objector"), we write in response to the objection raised in respect of the above-referenced Order made by National Grid Electricity Transmission Plc ("NGET") on 12 February 2026.

We note that your letter sets out that the Objector is the freehold owner of land comprised in HM Land Registry title number NT366957, being Avenue Farm, Old Melton Road, Normanton On The Wolds, Keyworth, Nottingham NG12 5NN, over which rights are sought to be acquired (the "Plots"). We note that the Objector uses the land for equestrian and amenity purposes, that the equestrian facility is known as Avenue Farm and Marson Stables, and that part of the land is let for agricultural purposes under a Farm Business Tenancy. We further note that ██████████ and is used for charitable events, and that ██████████ and is used in connection with foster care support and holiday lettings.

Overhead line maintenance and access rights are sought on the Plots, in relation to works on towers ZD096 and ZD097. The anticipated works in the area of the Plots comprise Stoke Bardolph to Ratcliffe-on-Soar (A41F) overhead line works: the overhead line will be reconducted using more power efficient conductors as the existing conductors do not meet the required rating. Works include:

- 1) Replacement of all conductors, fittings, insulators and associated tower furniture;
- 2) Replacement of existing earthwires, downleads and down droppers;
- 3) Steelwork refurbishment and replacement;
- 4) Further refurbishment works including the repair or replacement of the anti-climbing devices and other accessories such as property plates;

- 5) Foundation refurbishment; and
- 6) Protection and control settings to be changed where necessary.

The rights sought in the CPO are required for the above planned works, but also for future maintenance works to maintain and refurbish the line: such maintenance may include the works listed above.

For ease of reference, this letter adopts the same headings as those used in the Objector's Statement of Objections and addresses each point in turn below.

### **1. No reasonable effort to acquire by agreement**

NGET's intention and preference is to acquire all land rights by voluntary agreement in the first instance. NGET made an offer to your client in line with its published policy for a voluntary easement on 18<sup>th</sup> March 2025 and its appointed land agent, Ardent, has discussed this with you in further correspondence. The Government Guidance on the Compulsory Purchase Process (the "Guidance") recognises that compulsory purchase procedures may properly be initiated in parallel with ongoing negotiations, and NGET's approach is consistent with that principle. NGET addresses each of the specific points raised below.

#### **(a) Refusal to meet reasonable professional costs**

NGET will reimburse the Objector's reasonable professional costs in connection with the negotiation of a voluntary agreement. A guidance document was issued to the Objector on 18<sup>th</sup> March 2025 alongside the offer of a voluntary easement which set out the approach to the reimbursement of agent's fees, including hourly rates where applicable. The hourly rates offered by NGET were set in consideration of CAAV Fee Surveys for compulsory purchase and compensation work and have recently been increased following the publication of the CAAV Fees Survey 2025 on 13<sup>th</sup> January 2026. NGET considers that the rates offered are reasonable and commensurate with the work to be undertaken in the grant of a voluntary easement. The rates are consistent with the approach adopted across the Project for all land agents acting on behalf of landowners affected by the Project. NGET remains willing to discuss the level of professional costs with the Objector's representatives and to consider any further representations on this point.

#### **(b) Failure to provide the proposed easement prior to making the Order**

Following a request for a copy of the proposed easement on 2<sup>nd</sup> February 2026, NGET acknowledges that the proposed deed of easement was provided to the Objector on 13 February 2026, the day following the making of the Order. However, NGET had been engaging with the Objector and their representatives in advance of the Order being made and had communicated the nature and scope of the rights sought. A memorandum of agreement was sent to the landowner on 18<sup>th</sup> March 2025 summarising that the proposed easement would provide NGET with permanent rights to keep, access and maintain its apparatus on the Objector's land. The process that NGET follows is that once this document (the memorandum of agreement) is signed and returned, NGET instructs its solicitors to commence negotiations with the landowner's solicitors including providing a draft copy of the deed so that the landowner's solicitors can advise them accordingly. Signing and returning the

memorandum of agreement is not legally binding for either party and this is stated within the document. To date, the Objector has not signed and returned the memorandum of agreement, however NGET has provided a draft copy of the deed to try to progress matters. The making of the Order in parallel with ongoing negotiations is expressly contemplated by the Guidance and does not preclude the continuation of those negotiations. NGET remains willing to discuss the terms of the proposed deed of easement with the Objector.

#### **(c) Refusal to consider reasonable amendments**

NGET's position is that the deed of easement has been prepared to reflect the rights reasonably required for the purposes of the Project. The proposed deed of easement is typically adopted by NGET for its overhead line assets across the country and so material amendments to the deed are not usually accepted to ensure consistency across its assets. Since providing the draft easement document, NGET has not received any requests for amendments to the easement, however, NGET is willing to engage with the Objector to discuss the terms of the proposed deed. To date, this engagement has been limited due to disputes regarding reimbursement of professional fees.

#### **(d) Rights sought materially exceed those typically agreed**

The deed of easement provided to the Objector reflects the rights which NGET considers are reasonably required for the purposes of the Project, including the refurbishment works and the ongoing operation, maintenance and protection of the electricity transmission infrastructure. The rights sought are consistent with the approach adopted across the Project and have been tailored to reflect the nature of the works to be undertaken. NGET does not accept that the rights sought materially exceed those which are necessary for the purposes of the scheme.

#### **(e) Rights sought potentially inconsistent with an easement**

NGET does not accept that the rights sought are inconsistent with the ordinary characteristics of an easement. The rights are drafted so as to permit NGET to carry out the works necessary for the refurbishment, maintenance and operation of the electricity transmission infrastructure whilst preserving the Objector's ownership and use of the land. The servient owner retains meaningful use of the land subject to the rights granted. The rights sought are consistent in nature with easements routinely granted for electricity transmission infrastructure and do not amount to exclusive possession of the land.

#### **(f) Inadequate referencing exercise**

NGET acknowledges that a notice was initially served purporting to rely upon section 16 of the Local Government (Miscellaneous Provisions) Act 1976 and that this was subsequently corrected in a letter on 4<sup>th</sup> December 2025 to state that the notice was served in accordance with Section 5A of the Acquisition of Land Act 1981. This was also confirmed by email on 1<sup>st</sup> December 2025. NGET has undertaken a comprehensive referencing exercise to identify all interests likely to be affected by the Order, including Land Registry searches, contact land referencing

(land interest questionnaires), and site visits therefore meeting diligent inquiry. Where landowners wish to seek professional advice in completing a Land Interest Questionnaire, NGET will reimburse the landowner for the professional fees incurred and this was explained in the letters of 11<sup>th</sup> November 2025 and 4<sup>th</sup> December 2025. NGET is satisfied that the referencing exercise undertaken is adequate and that all relevant interests have been identified.

#### **(g) Inaccurate Schedule of Landowner Engagement**

NGET notes the Objector's concern regarding the description of the status of negotiations in the Schedule of Landowner Engagement. The entry reflects the position as understood by NGET at the time the Statement of Reasons was prepared, namely that the deed of easement was in negotiation, albeit negotiations have been limited due to disputes regarding the reimbursement of the Objector's professional fees. The offer of a voluntary easement that was presented to your client was in the form of a memorandum of agreement issued on 18<sup>th</sup> March 2026. The memorandum of agreement sets out that signing and returning this document is not legally binding and that the easement is still subject to agreement between parties, therefore the Objector would not be committed to the agreement by returning this.

The proposed deed of easement is adopted by NGET for all of its overhead line assets across the country. Typically, material amendments to the deed are not accepted to ensure consistency across its assets. Since providing the draft easement document, NGET has not received any requests for amendments to the easement, however, NGET is willing to engage with the Objector to discuss the terms of the proposed deed. To date, this engagement has been limited due to disputes regarding reimbursement of professional fees.

In respect of the Objector's assertion that NGET continued to contact the Objector directly notwithstanding the appointment of a professional adviser, NGET has implemented measures to ensure that all contact is through you as the Objector's professional adviser. NGET remains willing to engage with the Objector through their appointed representative with a view to reaching a voluntary agreement.

#### **(h) Inaccurate Statement of Reasons**

NGET notes the Objector's concerns regarding the accuracy of the Statement of Reasons. The Statement of Reasons describes the general approach adopted by NGET across the Project. NGET acknowledges that the specific position in respect of each landowner may differ and is willing to discuss the particular circumstances of the Objector's case. NGET has offered to meet with you and the Objector in relation to the project, however this offer has not been accepted to date due to disputes regarding reimbursement of your professional fees. NGET remains committed to engaging with the Objector and their representatives to address any outstanding concerns and its responses to points (a) to (g) above demonstrate why NGET considers reasonable efforts have been made, and continue to be made, to acquire rights by agreement.

With regards to the concern around the Land Rights Strategy, where National Grid own assets held under existing rights (be that on a form of wayleave (implied or otherwise) or easement), access to conduct surveys is taken

under the rights of these agreements as the surveys are a requirement of the works as outlined within clause 1. As these rights are already afforded, no additional survey licence is required, nor the associated payments for entering into the licence (be that advance compensation or a signing fee). Similarly with regards to representative's fees, the fees are in relation to entering into the licence and advising in relation to the terms of the licence, which do not apply where no licence is being entered for an existing asset. NGET will consider any compensation as a result of undertaking surveys if an evidenced and justified claim is submitted, and representative fees would be payable on the settlement of a claim.

## **2. The Order is not supported by a compelling case in the public interest**

NGET does not accept that the Order is unsupported by a compelling case in the public interest. The Project is necessary to ensure the continued safe and reliable operation of the electricity transmission network and to meet the requirements of the national energy strategy. NGET addresses each of the specific points raised below.

### **(a) The works described are refurbishment of existing infrastructure**

The Project is required to relieve the network constraint due to the forecasted volume of new generation projects required to connect to the electricity network. The Project is also an enabler to the delivery of other NGET Accelerated Strategic Transmission Investment projects such as the Chesterfield to High Marnham Project as well as new customer connection requirements. NGET considers it necessary to include all existing easements as part of the Order to ensure that the full suite of rights required for the Project can be utilised for the Project works and/or the maintenance of the Project going forwards. In terms of the existing wayleaves in place, NGET considers it essential to secure the grant of permanent easements associated with the overhead line works and cable works rather than wayleaves. The reasons for this position are:

- It is in the public interest to obtain the appropriate security for the electricity supply network through the grant of permanent land rights rather than temporary land rights.
- Permanent land rights are commensurate with the nature and lifetime of the infrastructure comprised in the Project and NGET's statutory duty to maintain an efficient and robust National Electricity Transmission System and to meet demand for electricity from Distribution Network Operators.
- Wayleaves are generally time-bound, do not run with the land and are not registrable on the title to the land, which means that landowners may not be aware of their existence from searching the title to the land, and landowners may potentially seek to terminate wayleaves either due to their expiry or once the land has been transferred, unless a deed of covenant was obtained from the incoming owner, or unless circumstances exist to establish an implied wayleave, all of which present a risk to NGET's security of tenure and, therefore, the operation of the network.

### **(b) Existing statutory mechanisms allow continued operation**

NGET acknowledges the existence of the statutory Necessary Wayleave regime under Schedule 4 to the Electricity Act 1989. However, reliance upon that regime would not be sufficient for the purposes of the Project for the

following reasons. First, the Necessary Wayleave regime provides only temporary rights which are subject to periodic renewal and do not provide the long-term security of tenure necessary for the ongoing operation, maintenance, inspection and protection of important electricity transmission infrastructure such as the Project. Second, the process of obtaining Necessary Wayleaves across the entirety of the route would give rise to significant delay and uncertainty which would be incompatible with the delivery programme for the Project. Third, the rights obtainable under a Necessary Wayleave may not extend to all of the rights required for the purposes of the refurbishment works. The compulsory acquisition of permanent easements is therefore necessary to ensure the timely delivery of the Project and the long-term security of the transmission network. The reasons why wayleaves are not adequate are also addressed under (a) above.

### **(c) Permanent rights appear to be sought primarily to regularise NGET's property position**

The acquisition of permanent easements is necessary to secure the long-term operation, maintenance and protection of the Project. The refurbishment works will result in upgraded infrastructure which will remain in situ and in operation for the foreseeable future, and it is appropriate that the rights securing that infrastructure are commensurate in duration. NGET notes the Objector's concern regarding the potential impact upon the equestrian and amenity use of the land, including the use of Avenue House for charitable events and the use of Avenue Lodge in connection with foster care support and holiday lettings. NGET is willing to discuss this matter further. However, the availability of compensation for any diminution in the value of the land or interference with its use provides an appropriate safeguard in this regard.

### **(d) Timing of the works affecting the Objector's land**

NGET notes the Objector's point regarding the timing of the works affecting their land. NGET is required to commence construction activities for the overhead line works within 2026 in order to meet the Project construction end date and the outage dates provided by the National Energy System Operator. In respect of the Objector's land, the works relate to the Stoke Bardolph to Ratcliffe-on-Soar (A41F) overhead line section. NGET is delivering works in 2026 under existing land rights or new voluntary agreements in advance of CPO powers being confirmed. NGET is maintaining the land required for all of the Project works within the Order in the event that voluntary agreement for these works is not reached and to ensure the full suite of maintenance rights required for the Project are available in perpetuity. Even where the initial refurbishment works are completed in advance of confirmation of the Order, the permanent rights sought remain necessary to secure the ongoing operation, maintenance, inspection and protection of the refurbished infrastructure on a long-term basis. The completion of the initial construction works does not remove the need for permanent rights over the land.

### **3. The rights sought have not been minimised**

NGET does not accept that the rights sought have not been minimised. NGET has undertaken a careful assessment of the rights required for the purposes of the Project and has sought to limit those rights to what is reasonably necessary. NGET addresses each of the specific points raised below.

**(a) Rights groups do not meaningfully limit the rights sought**

NGET has identified distinct groups of rights and assigned those groups to individual plots on the basis of the works and activities anticipated in respect of each plot. The rights groups are designed to ensure that the rights acquired over each plot are appropriate to the works to be carried out on or in the vicinity of that plot. NGET acknowledges that certain rights, such as the right to establish works compounds and the right relating to environmental and ecological mitigation, appear within more than one rights group. This reflects the operational reality that such activities may be required in connection with different types of works across the route. However, the assignment of rights groups to individual plots ensures that only those rights which are relevant to the anticipated works on each plot are acquired. NGET is satisfied that the rights sought over the Objector's land are no more than reasonably necessary for the purposes of the scheme.

**(b) Permanent rights are sought where temporary rights would suffice**

NGET does not accept that temporary rights would suffice for the purposes of the Project. Whilst certain activities, such as the establishment of construction compounds and working areas, are required only during the construction phase, the rights sought also encompass the ongoing operation, maintenance, inspection, repair and renewal of the electricity transmission infrastructure on a permanent basis. The acquisition of permanent rights ensures that NGET is able to access and maintain the infrastructure throughout its operational life without the need to negotiate further agreements or rely upon temporary arrangements which may not be renewed. This approach is consistent with national policy. Paragraph 2.6.4 of NPS EN-5 states that *"permanent arrangements are strongly preferred over voluntary wayleaves (which could, for example, be terminable on notice by the landowner) in virtue of their greater reliability and economic efficiency and reflecting the importance of the relevant infrastructure to the government's Clean Power and net zero goals."* The reference in the Statement of Reasons to temporary interference with open space and common land relates to the physical impact of the construction works and does not address the ongoing need for permanent rights to secure the long-term operation and maintenance of the infrastructure.

**(c) Unrestricted vegetation management rights**

The vegetation management rights sought are necessary to ensure the safe and reliable operation of the electricity transmission infrastructure. NGET is required to manage vegetation in the vicinity of its overhead lines in accordance with its statutory and regulatory obligations. The rights sought are intended to enable NGET to carry out vegetation management in compliance with those obligations. In practice, NGET carries out vegetation management in accordance with appropriate arboricultural standards and in consultation with landowners. NGET is willing to discuss the Objector's concerns regarding vegetation management practices in the context of the proposed deed of easement.

**(d) The extent of plot 48-4 has not been specifically justified**

NGET notes the Objector's concern regarding the extent of plot 48-4. The extent of each plot included within the Order has been determined by reference to the works and activities anticipated in the vicinity of the existing overhead line infrastructure and the operational requirements of the Project. Towers ZD096 and ZD097 are within plot 48-4: tower ZD097 is an angle structure, and therefore land take has been allowed for conductor stringing at this location (a "Stringing Area"). The Stringing Area allows for placement of stringing equipment to 'pull' conductors through the tower as part of the overhead line reconductoring works. No such land take is allowed for on tower ZD096 as this is an in-line tower structure. NGET does not accept that the extent of plot 48-4 exceeds what is reasonably necessary for the purposes of the scheme. The plot is not assigned Construction Compound Rights and NGET does not propose to use the land as a construction compound. NGET is willing to discuss the Objector's concerns regarding the extent of plot 48-4.

#### **4. Impact on the management of the land**

NGET notes the Objector's concerns regarding the impact of the exercise of the rights sought upon the equestrian and amenity use of the land, upon field access and upon the safe management of horses at Avenue Farm and Marson Stables. NGET acknowledges the Objector's concern that disturbance caused by access, works, vehicles, plant, machinery and personnel may startle or endanger horses on the land. NGET is committed to minimising disruption to landowners and occupiers during the carrying out of the works and will seek to agree appropriate access arrangements in advance, having regard to the equestrian activities carried on at the land. In respect of the Objector's concern regarding the proposed clearing of gateways which have been allowed to become overgrown to discourage unauthorised access, since the date of your objection NGET has held further discussions with you on behalf of the Objector and it has since been agreed that access is anticipated to be taken from Old Melton Road with the gateways being cleared and suitably secured. NGET is willing to engage further with the Objector to discuss the proposed route of access and to consider any arrangements which would reduce the impact upon the equestrian activities and the management of the land.

#### **5. Interference with future land use and environmental land management schemes**

NGET notes the Objector's concerns regarding the potential impact of the permanent rights sought upon their ability to enter into environmental land management or stewardship schemes or to pursue other future uses of the land, including agricultural diversification initiatives and the continuation or expansion of the equestrian, residential, amenity and business activities carried out, including the operation of holiday lettings at Avenue Lodge and the equestrian activities at Avenue Farm and Marson Stables. NGET's position is that the rights sought are necessary for the purposes of the Project and the ongoing operation and maintenance of the electricity transmission infrastructure, as set out above. NGET has not been made aware of any intentions by the Objector to enter into environmental land management schemes, however, NGET will seek to exercise any rights, so far as reasonably practicable, in a manner which minimises interference with the Objector's use of the land.

#### **6. Disproportionate interference with property rights**

NGET does not accept that the Order gives rise to a disproportionate interference with the Objector's property rights. The Order pursues a legitimate aim in the public interest to ensure the continued safe and reliable operation of the transmission network and to support the delivery of the Government's energy security and net zero objectives. The rights sought are no more than reasonably necessary for the purposes of the Project, and the Objector will be entitled to compensation for any loss or damage sustained as a result of the acquisition and exercise of those rights. NGET has had regard to the requirements of the Human Rights Act 1998, including Article 1 of the First Protocol to the European Convention on Human Rights, and is satisfied that the interference with the Objector's property rights is justified, necessary and proportionate in pursuit of the legitimate aim identified. NGET does not accept that the refurbishment works could be undertaken solely through existing rights and the statutory wayleave process, for the reasons set out above. NGET notes the Objector's concern regarding the risk of disturbance to horses on the land used for equestrian activities at Avenue Farm and Marson Stables and is willing to discuss appropriate measures to minimise such disturbance. For the reasons set out above, NGET does not accept that the rights sought exceed what is reasonably necessary, and accordingly the interference with the Objector's rights is proportionate.

NGET is committed to engaging with the Objector and their representatives with a view to reaching a voluntary agreement and resolving the matters raised in the objection. We would be grateful if you could confirm the Objector's willingness to engage in discussions with a view to agreeing a resolution and withdrawing the objection to the Order.

If you require any assistance, please get in touch with Ardent on 0203 092 3162 or via email: [WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)

Yours sincerely,

[Redacted]  
[Redacted]  
**National Grid Lands Team**

cc: [Redacted]  
[Redacted]



**OBJ13**



Department for  
Energy Security  
& Net Zero

[REDACTED]  
Head of Electricity Network Planning Team  
Energy Infrastructure Planning Delivery  
Energy Development  
[REDACTED]

3-8 Whitehall Place, London

[Visit our page on gov.uk](#)

Follow us on social media:

[X](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#) | [YouTube](#)

OFFICIAL

**From:**

[REDACTED]  
**Sent:** 19 March 2026 17:11

**To:**

**Cc:**

**Subject:** National Grid Electricity Transmission plc (West Burton to Ratcliffe-on-Soar Refurbishment Project) Compulsory Purchase Order 2026

Dear [REDACTED]

I write to confirm that I am instructed to act on behalf of the following parties in relation to the National Grid Electricity Transmission plc (West Burton to Ratcliffe-on-Soar Refurbishment Project) Compulsory Order 2026:-

Alan Herbert Headland and Alan John Headland	Tower Numbers ZDA218, ZDA219 & ZDA220
Land Registry Title No.: NT188338	
Paul Spink Limited	Tower Numbers ZDA236, ZDA237 & ZDA238
Land Registry Title No.: NT346929	
Keith Stephen Darlay and Geoffrey William Darlay	Tower Numbers ZDA222, ZDA223, ZDA224 & ZDA225
Land Registry Title No.: NT471534, NT553992 & NT471529	

All of the above parties are land owners affected directly by the Order.

All of the above parties wish to **OBJECT** to the making of the Order.

The grounds for objection are:-

1. There are longstanding existing agreements in place, already providing the rights being sought under the Order, so the Order is not necessary or justified in the public interest;
2. The effect of converting what is currently a terminable arrangement into a permanent easement has a negative impact on the land owners legal property interests that has not been addressed by NGET;
3. The above landowners have not been visited at their business premises by NGET or their agents to explain the reasons behind the alleged need for the Order; and

4. Insufficient weight has been attached to correspondence from NGET or their agents to explain the potential adverse implications of the order on their interest and the fact that it is strongly recommended that they seek independent property and legal advice.

I consider that the above grounds of objection represent serious shortcomings in due process and acting in the public interest. As such, I trust that they will be afforded due weight when determining whether or not the Order should be confirmed.

Regards.



**DDM Agriculture Limited**  
**Eastfield**  
**Albert Street**  
**BRIGG**  
**DN20 8HS**

**DX 24358 BRIGG**



/// [decoding.acted.trackers](http://decoding.acted.trackers)

**Web** [www.ddmagriculture.co.uk](http://www.ddmagriculture.co.uk)

DDM Agriculture Limited  
Registered in England and Wales, Number 3740827  
Registered Office Eastfield, Albert Street, Brigg, North Lincolnshire DN20 8HS.

NOTICE: This email is intended for the named recipient only. It may contain privileged and confidential information. If you are not the intended recipient, notify the sender immediately and destroy this email. You must not copy, distribute or take action in reliance upon it. Whilst all efforts are made to safeguard emails, DDM Agriculture Limited cannot guarantee that attachments are virus free or compatible with your systems and does not accept liability in respect of viruses or computer problems experienced.

DDM Agriculture Limited reserves the right to monitor all email communications through its internal and external networks.

OFFICIAL



For ease of reference, this letter adopts the same numbering as the grounds of objection set out in your email and addresses each point in turn below.

## 1. Existing agreements and necessity of the Order

NGET does not accept that the Order is unnecessary or not justified in the public interest. The Order pursues a legitimate aim in the public interest to ensure the continued safe and reliable operation of the transmission network and to support the delivery of the Government's energy security and net zero objectives. NGET considers it essential to secure permanent easements rather than rely upon existing wayleaves for the following reasons:

- a) Wayleaves are terminable, do not run with the land and are not registrable on the title to the land. This presents a material risk to NGET's security of tenure and, consequently, to the continued operation of the electricity transmission network. It is in the public interest to secure appropriate long-term protection for the network through the grant of permanent easements.
- b) Reliance upon the statutory necessary wayleave regime under Schedule 4 to the Electricity Act 1989 would not be sufficient for the purposes of the Project. That regime provides only temporary rights subject to periodic renewal and would give rise to significant delay and uncertainty incompatible with the delivery programme for the Project.
- c) This approach is consistent with national policy. Paragraph 2.6.4 of NPS EN-5 states that *"permanent arrangements are strongly preferred over voluntary wayleaves (which could, for example, be terminable on notice by the landowner) in virtue of their greater reliability and economic efficiency and reflecting the importance of the relevant infrastructure to the government's Clean Power and net zero goals."*

## 2. Impact upon the Objectors' property interests

NGET notes the Objectors' concern that the conversion of existing terminable arrangements into permanent easements may have a negative impact upon their legal property interests. However, NGET is taking a proportionate approach to compulsory acquisition and, rather than seeking to acquire the freehold title to the Order Land, is seeking to acquire only permanent rights (such as rights to maintain and operate the overhead lines). The acquisition of permanent easements is necessary to secure the long-term operation, maintenance and protection of the electricity transmission infrastructure comprised in the Project. The refurbishment works will result in upgraded infrastructure which will remain in situ and in operation for the foreseeable future, and it is appropriate that the rights securing that infrastructure are commensurate in duration. NGET has had regard to the requirements of the Human Rights Act 1998, including Article 1 of the First Protocol to the European Convention on Human Rights, and is satisfied that the interference with the Objectors' property rights is justified, necessary and proportionate in pursuit of the legitimate aim of ensuring the continued safe and reliable operation of the electricity transmission network and supporting the delivery of the Government's energy security and net zero objectives. The Objectors will be entitled to compensation for any loss or damage sustained as a result of the acquisition and exercise of the rights sought, in accordance with the Compulsory Purchase Compensation Code, which provides an appropriate safeguard in this regard.

### 3. Engagement with the Objectors

NGET has made reasonable endeavours to engage with the Objectors regarding the Project. NGET's appointed land agent, Ardent Management Limited ("Ardent"), sent a Project Introductory Letter and Landowner Questionnaire to the Objectors on 6 September 2024. On 18 March 2025, Ardent sent an offer letter to the Objectors for a Deed of Easement. On 1 April 2025, Ardent spoke to the Objectors to confirm contact details and reissued the offer via email. Ardent subsequently emailed the Objectors on 7 May 2025 and 4 June 2025 requesting an update and to progress discussions. Ardent sent a further letter updating on the Project and refurbishment works on 5 June 2025. On 6 August 2025, Ardent emailed the Objectors requesting an update. On 3 September 2025, Ardent emailed the Objectors with a revised plan and revised payment proposals after identifying further equipment on site. On 30 September 2025, 3 December 2025 and 7 January 2026, Ardent emailed the Objectors requesting the return of a signed Memorandum of Agreement. A Land Interest Questionnaire was sent to the Objectors on 12 November 2025, with a follow-up letter issued on 4 December 2025, and the Objectors returned the Land Interest Questionnaire on 12 January 2026. On 20 April 2026, Ardent spoke with you to explain the Project, refurbishment works and the offer issued to the Objectors to work towards a voluntary Easement. The Government Guidance on the Compulsory Purchase Process recognises that compulsory purchase procedures may properly be initiated in parallel with ongoing negotiations, and NGET's approach is consistent with that principle. NGET remains willing to meet with the Objectors at their business premises or at such other location as may be convenient to discuss the Project, the rights sought and the terms of a voluntary agreement. NGET is committed to engaging with the Objectors and their representatives with a view to reaching a voluntary agreement.

### 4. Communication of the implications of the Order

NGET does not accept that insufficient weight has been attached to its correspondence with the Objectors regarding the implications of the Order. As set out above, NGET's appointed land agent, Ardent, has corresponded with the Objectors on numerous occasions since September 2024, including by way of the Project Introductory Letter and Landowner Questionnaire (6 September 2024), an offer letter for a Deed of Easement (18 March 2025), a project update letter (5 June 2025), a revised plan and revised payment proposals (3 September 2025), a Land Interest Questionnaire (12 November 2025) and multiple follow-up communications requesting the return of a signed Memorandum of Agreement. In accordance with paragraph 19 of the Government Guidance on Compulsory Purchase Process, NGET has offered advice and support to affected landowners, including offering to meet reasonable professional advisors' fees. Landowners have also been provided with a copy of NGET's Land Rights Strategy, which sets out the compensation payments that are being offered for voluntary easements. NGET has at all times sought to communicate clearly the nature and effect of the Order and the rights sought and has encouraged the Objectors to seek independent property and legal advice. NGET notes that the Objectors are represented by DDM Agriculture Limited and trusts that the Objectors have had the benefit of professional advice in connection with the Order. NGET remains willing to provide any further information or clarification that the Objectors or their representatives may require.

NGET is committed to engaging with the Objectors and their representatives with a view to reaching a voluntary agreement and resolving the matters raised in the objection. We would be grateful if you could confirm the Objectors' willingness to engage in discussions with a view to agreeing a resolution and withdrawing the objection to the Order.

If you require any assistance, please get in touch with Ardent on 0203 092 3162 or via email: [WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)

Yours sincerely,

[Redacted]  
[Redacted]  
**National Grid Lands Team**

cc: [Redacted]  
[Redacted]

**OBJ14**

IN THE MATTER OF THE NATIONAL GRID ELECTRICITY  
TRANSMISSION PLC (WEST BURTON TO RATCLIFFE-ON-SOAR  
REFURBISHMENT PROJECT) COMPULSORY PURCHASE ORDER  
2026

---

**LETTER OF OBJECTIONS**  
**ON BEHALF OF GERALD DUNTHORNE, PHILLIP**  
**MICHAEL DUNTHORNE, RICHARD ANTHONY**  
**DUNTHORNE AND G DUNTHORNE & SONS**

---

To the Secretary of State for Energy Security and Net Zero c/o The Department for Energy Security and Net Zero, Electricity Networks Planning, Consenting and Communities, 3 Whitehall Place, London SW1A 2EG (e-mail: [REDACTED]).

These are the objections of Gerald Dunthorne, Phillip Dunthorne and Richard Dunthorne, as well as G Dunthorne & Sons, a farming partnership operated by them (together “the Objectors”), to the National Grid Electricity Transmission Plc (West Burton to Ratcliffe-on-Soar Refurbishment Project) Compulsory Purchase Order 2026 (“the Order”) made by National Grid Electricity Transmission Plc (“NGET”) on 12 February 2026.

Gerald Dunthorne, Phillip Dunthorne and Richard Dunthorne are, between them, the freehold owners of the land comprised in HM Land Registry title numbers NT392720, NT319479, NT562161, NT441138, NT306015 and NT425907, as well as the unregistered land lying between NT392720 and NT425907, which together form Wolds Farm (postcode NG12 5PF). The

plot numbers identified in the land acquisition plans and the Schedule to the Order over which rights are sought to be acquired from the Objectors are 47-17, 47-20, 47-21, 47-22, 47-23, 47-24, 47-25, 47-26, 47-27, 47-28, 47-1, 48-2 and 48-3 (“the Plots”).

G Dunthorne & Sons occupy the above land and also occupy part of the land comprised in HM Land Registry title number NT366957 under a Farm Business Tenancy, over which rights are sought to be acquired. The relevant plot numbers are 48-4, 48-5 and 48-6.

[REDACTED]  
[REDACTED] and, through their farming partnership G Dunthorne & Sons, use all of the aforementioned land for agricultural purposes as part of their wider agricultural holding.

The address of the Objectors is c/o Landreeve Ltd, Communications House, University Court, Staffordshire Technology Park, Stafford ST18 0ES (e-mail: [REDACTED]).

By reason of the above interests, the Objectors make the following objections to the Order.

### **1. No reasonable effort to acquire by agreement**

Paragraph 12.3 of the *Guidance on the Compulsory Purchase Process* issued by the Ministry of Housing, Communities & Local Government (January 2025) ("the Guidance") provides that compulsory purchase powers should only be sought where reasonable efforts have been made to acquire the necessary land or rights by agreement. NGET has not made reasonable efforts to acquire the rights sought by agreement for the following reasons.

**(a) Refusal to meet reasonable professional costs**

NGET has refused to reimburse reasonable professional costs necessary to enable negotiations for the acquisition of rights by agreement to take place, contrary to paragraph 17.7 of the Guidance.

NGET has only offered to contribute to professional costs at rates below those reasonably charged by professional advisers and below industry norms as reflected in the Central Association of Agricultural Valuers Fees Survey.

A refusal to meet reasonable professional costs necessary for affected landowners to obtain advice cannot constitute a reasonable effort to acquire rights by agreement.

**(b) Failure to provide the proposed easement prior to making the Order**

NGET made the Order on 12 February 2026 but did not provide a copy of its proposed deed of easement until 13 February 2026.

Reasonable efforts to acquire rights by agreement cannot be said to have been made where the acquiring authority failed to provide the document setting out the rights it seeks until after the Order had already been made, notwithstanding repeated prior requests.

**(c) Refusal to consider reasonable amendments**

When providing its proposed deed of easement, NGET confirmed that it is not prepared to consider amendments to the terms of that deed. Although the Guidance recognises that compulsory purchase procedures may proceed in parallel with negotiations, that presupposes that reasonable efforts to

acquire by agreement are taking place. In this case NGET has stated that the terms of the proposed deed are not open to amendment.

A process in which the acquiring authority refuses to consider reasonable amendments to its proposed deed of easement cannot be characterised as a genuine attempt to acquire rights by agreement.

**(d) Rights sought materially exceed those typically agreed**

NGET has asserted that the deed of easement provided is its standard precedent used across the country. However, the deed differs materially from the form of easement typically entered into by NGET where rights are acquired by agreement for the same infrastructure, and contains significantly more onerous rights than those normally required.

NGET has entered into numerous voluntary easements across its network for the same infrastructure on materially narrower terms. The fact that NGET routinely accepts materially narrower rights where agreements are reached voluntarily indicates that the broader rights sought in this instance are not necessary for the purposes of the scheme.

Insisting upon materially wider rights simply because the acquiring authority is pursuing compulsory purchase powers cannot reasonably be characterised as a genuine attempt to acquire the necessary rights by agreement.

**(e) Rights sought potentially inconsistent with an easement**

The rights sought are so broad that, if exercised to their full extent, they would permit repeated disturbance of the land and repeated occupation of working areas or compounds. Rights of that nature approach a level of

control inconsistent with the ordinary characteristics of an easement, which presupposes that the servient owner retains meaningful use of the land. This is not a reasonable effort to acquire the rights actually necessary by agreement.

**(f) Inadequate referencing exercise**

NGET has not undertaken an adequate referencing exercise to identify all interests likely to be affected by the Order. NGET originally served a notice purporting to rely upon section 16 of the Local Government (Miscellaneous Provisions) Act 1976. That provision applies only to local authorities and does not confer powers upon NGET.

Although NGET subsequently wrote to landowners acknowledging the error, it has not issued valid notices under section 5A of the Acquisition of Land Act 1981 requiring the provision of information about land interests.

Furthermore, section 5B of the 1981 Act makes it an offence to fail to comply with such a notice without reasonable excuse. In practice, many landowners will reasonably seek professional advice in order to respond to requisitions for information of this nature.

Given NGET's position that it will not reimburse the full cost of professional advice, the effectiveness of any such notices in obtaining the necessary information (had they been served) would also be questionable.

In these circumstances it cannot be said that NGET has undertaken an adequate referencing exercise to identify all interests likely to be affected by the Order.

**(g) Inaccurate Schedule of Landowner Engagement**

The Schedule of Landowner Engagement appended to NGET's Statement of Reasons records that a deed of easement offer is "in negotiation" with the Objectors.

That description is inaccurate. No such negotiation has taken place. NGET has been unwilling to reimburse the Objectors' reasonable professional costs to enable such discussions, the proposed deed of easement was only provided after the Order was made, and NGET has confirmed that it is not prepared to consider amendments to its terms.

The schedule therefore does not accurately reflect the position between the parties and cannot demonstrate that reasonable efforts have been made to acquire rights by agreement.

## **2. The Order is not supported by a compelling case in the public interest**

The Guidance provides that a compulsory purchase order should only be made where there is a compelling case in the public interest. NGET has not demonstrated that such a case exists.

### **(a) The works described are refurbishment of existing infrastructure**

The project underlying the Order primarily comprises the refurbishment and uprating of existing overhead electricity transmission circuits through reconductoring and associated works to existing towers and infrastructure.

The infrastructure has been in situ for many years and the works described largely comprise renewal, replacement and upgrading of existing equipment rather than the construction of new transmission infrastructure.

Existing easements and wayleaves commonly confer rights to maintain, repair, renew or replace electricity apparatus. NGET has not demonstrated why the refurbishment works proposed fall outside the scope of the rights already available to it under existing agreements affecting the route.

In the absence of such explanation, it has not been demonstrated that the acquisition of additional and permanent rights over the Objectors' land is necessary for the purposes of the scheme.

**(b) Existing statutory mechanisms allow continued operation**

Where wayleaves are terminated and a Notice to Remove is served, paragraph 8 of Schedule 4 to the Electricity Act 1989 provides that the existing wayleave continues temporarily where an application for a Necessary Wayleave is made within three months. A Necessary Wayleave would normally then be granted for a period of 15 years.

The Government has also recently consulted on reforms to electricity network land rights which include proposals to extend the standard duration of Necessary Wayleaves.

The Electricity Act 1989 therefore already provides a clear statutory mechanism for securing the continued retention and operation of electricity lines where voluntary agreements cannot be reached.

In circumstances where Parliament has provided such a mechanism, NGET must demonstrate why reliance upon that regime would be insufficient for the purposes of the scheme.

**(c) Permanent rights appear to be sought primarily to regularise NGET's property position**

NGET's Statement of Reasons states that permanent easements are preferred to wayleaves because wayleaves may be terminable and do not bind future owners.

Those considerations relate to the long-term security of NGET's property interests rather than the necessity of the rights for the refurbishment works proposed.

A preference to replace historic wayleave arrangements with permanent easements does not in itself demonstrate that the compulsory acquisition of such rights is necessary for the purposes of the scheme.

**(d) Timing of the works affecting the Objectors' land**

The works affecting the Objectors' land are scheduled to be completed this summer. However, the compulsory purchase process will not have concluded before that date.

Where works affecting particular land are scheduled to be completed before the compulsory purchase powers sought could be exercised, it cannot be said that the acquisition of rights over that land is necessary for delivery of the scheme.

**3. The rights sought have not been minimised**

The Guidance requires acquiring authorities to ensure that the land and rights sought are no more than reasonably necessary for the purposes of the

scheme and to demonstrate clearly why the acquisition of each parcel of land or right is required. NGET has not done so.

**(a) Rights groups do not meaningfully limit the rights sought**

NGET states in its Statement of Reasons that it has identified different “groups” of rights required across the Order Land and assigned those groups to individual plots. However, the rights within those groups are so extensive, and there is such a degree of overlap between them, that the grouping exercise does not meaningfully limit the rights sought and therefore exceeds what is reasonably necessary for the purposes of the scheme underlying the Order.

For example, NGET identifies a separate group of “Construction Compound Rights” assigned to plots which do not include the Objectors’ land. However, the right to establish works compounds is not confined to that group. The right to “establish, use and remove works compounds” also appears within the Access Rights, Cabling Rights and Overhead Line Rights groups assigned to other plots, including the Objectors’ land. As a result, plots assigned those rights groups would still permit the establishment of works compounds notwithstanding that they are not identified as requiring “Construction Compound Rights”.

A further example concerns the right relating to “environmental and/or ecological mitigation”. This right appears within the Cabling Rights, Access Rights, Overhead Line Rights and Construction Compound Rights groups. The only group in which it does not appear is Oversail Rights. As drafted, this right could permit environmental mitigation measures across any plot assigned those groups of rights, including measures which permanently alter the use of the land, such as tree planting.

In addition, each rights group concludes with a broadly drafted right “to prevent and remove any use of the land or works, goods, materials, buildings, structures, plant, equipment, machinery or other items which may damage, cause injury to or interfere with the electric cables or obstruct such access or the exercise of these rights”. This wording confers a wide power to control activities on the land irrespective of the particular rights group assigned to a plot.

Taken together, these features demonstrate that the rights groups overlap to such an extent that they do not operate as meaningful limitations on the activities which may be carried out on particular plots.

The Guidance emphasises the importance of clearly defining the extent of rights sought so that affected parties understand the nature and extent of the interference with their land. NGET has not demonstrated that the full range of rights contained within the Access Rights, Overhead Line Rights and Oversail Rights groups assigned to the Objectors’ land is required for the purposes of the scheme.

Categorising plots by reference to predefined rights packages does not demonstrate that the individual rights within those packages are necessary. The rights appear to have been applied by reference to standardised rights packages rather than through a plot-specific assessment of what is required for the purposes of the scheme. This amounts to a failure to demonstrate plot-specific necessity in respect of the rights sought over the Objectors’ land.

**(b) Permanent rights are sought where temporary rights would suffice**

The rights groups identified by NGET include powers to establish working areas, construction compounds and access roads across extensive areas of land.

In practice only a limited number of such locations would be required for the purposes of the refurbishment works. Construction compounds, working areas and construction access routes are temporary construction requirements and are commonly secured through temporary licences agreed with landowners and contractors.

The acquisition of permanent rights for activities required only temporarily is inconsistent with the principle that compulsory acquisition must be limited to what is necessary. The inclusion of permanent rights to establish compounds, working areas and access roads across numerous plots therefore materially exceeds what is reasonably required for the purposes of the scheme.

#### **(c) Unrestricted vegetation management rights**

The rights sought also include broad rights relating to the cutting and removal of trees and vegetation. In the absence of any restrictions, such rights permit vegetation management practices which do not reflect appropriate arboricultural standards, for example cutting or lopping instead of carrying out proper crown reductions.

NGET has not demonstrated why vegetation management rights of this breadth are necessary for the purposes of the scheme.

#### **4. Impact on the agricultural unit**

The land affected forms part of a single agricultural holding operated by the Objectors as a farming unit.

The exercise of the rights sought is highly likely to interfere with normal agricultural operations including cropping patterns, field access and land management.

In addition, NGET has already proposed to clear gateways which have purposely been allowed to become overgrown in order to discourage unauthorised access and improve the security of the holding. Clearing those gateways would open up new access points into fields which are currently more secure and could increase the risk of unauthorised access, trespass or other disturbance affecting the management of the agricultural unit.

The Order documentation also identifies proposed routes of access across the Objectors' land. However, those routes have been identified without prior consultation with the Objectors regarding how access could be achieved with the least disruption to the operation and management of the agricultural holding.

The Order documentation does not demonstrate that these operational and management impacts on the agricultural holding have been adequately considered.

#### **5. Interference with future land use and environmental land management schemes**

The Objectors may wish to enter environmental land management or stewardship schemes affecting the land or pursue other lawful uses of the land, including agricultural diversification initiatives.

Certain rights sought by NGET appear to relate primarily to the temporary construction and refurbishment works proposed. However, the Order seeks to acquire these rights on a permanent basis, allowing such activities to be carried out repeatedly in the future.

The future exercise of those rights may conflict with the requirements of environmental land management or stewardship agreements and may place the Objectors in breach of scheme requirements.

The permanent rights sought may also constrain or prevent other future lawful uses of the land, including diversification initiatives.

## **6. Disproportionate interference with property rights**

The Guidance makes clear that acquiring authorities should be satisfied that the purposes for which a compulsory purchase order is made justify interfering with the human rights of those with an interest in the land affected. In order for such interference to be justified it must pursue a legitimate aim in the public interest and must be necessary and proportionate in pursuit of that aim.

NGET states in its Statement of Reasons that the requirements of the Human Rights Act 1998 have been satisfied because the Order seeks only the acquisition of rights rather than freehold land and because those affected will be entitled to compensation.

However, for the reasons set out elsewhere in this objection, NGET has not demonstrated that the compulsory acquisition of the rights sought is necessary in order to achieve the purposes of the scheme. In particular:

- the works proposed comprise the refurbishment of existing infrastructure;
- the continued operation, maintenance and renewal of that infrastructure can be achieved through existing easements, wayleaves and the statutory Necessary Wayleave regime without the compulsory acquisition of the additional permanent rights sought;
- the rights sought materially exceed those typically accepted by NGET in voluntary easements for the same infrastructure; and
- the rights sought within the various rights packages extend significantly beyond what is reasonably necessary for the purposes of the scheme.

In circumstances where the refurbishment works could be undertaken through existing rights and, where required, the statutory wayleave process, it has not been demonstrated that the compulsory acquisition of the additional permanent rights sought is necessary to achieve the legitimate aim relied upon.

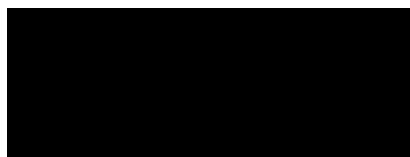
Where the rights sought extend beyond what is reasonably necessary for the purposes of the scheme, the resulting interference with the Objectors' property rights cannot be justified as necessary or proportionate.

The fact that a compensation claim may in principle be pursued does not, in itself, render an interference proportionate where the rights sought exceed what is reasonably required for the purposes of the scheme.

## **CONCLUSION**

For the reasons set out above, the Objectors submit that the statutory tests for the confirmation of a compulsory purchase order have not been satisfied. The Objectors therefore respectfully invite the Secretary of State to decline to confirm the Order.

SIGNED:

A large black rectangular redaction box covering the signature.A smaller black rectangular redaction box covering the name.

**for and on behalf of the Objectors**

DATED:

**13 / 03 / 2026**

Our Ref: WBROS\_CPO\_467\_692

██████████  
Landreeve Ltd  
Communications House  
University Court  
Staffordshire Technology Park  
Stafford  
ST18 0ES

**Ardent West Burton to Ratcliffe-On-Soar**

**Project Team**

36 – 38 Botolph Lane, London, EC3R 8DE  
[WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)  
0203 092 3162

By email only to: ██████████

Date: 13/05/2026

Dear ██████████

**Subject: THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (WEST BURTON TO RATCLIFFE-ON-SOAR REFURBISHMENT PROJECT) (the "Project") COMPULSORY PURCHASE ORDER 2026 (the "Order")**

**OBJECTION ON BEHALF OF GERALD DUNTHORNE, PHILLIP MICHAEL DUNTHORNE, RICHARD ANTHONY DUNTHORNE AND G DUNTHORNE & SONS**

Further to your letter dated 13 March 2026 submitted on behalf of Gerald Dunthorne, Phillip Michael Dunthorne, Richard Anthony Dunthorne and G Dunthorne & Sons (as defined in your letter as the "Objectors"), we write in response to the objection raised in respect of the above-referenced Order made by National Grid Electricity Transmission Plc ("NGET") on 12 February 2026.

We note that your letter sets out that the Objectors are, between them, the freehold owners of land comprised in HM Land Registry title numbers NT392720, NT319479, NT562161, NT441138, NT306015 and NT425907, as well as unregistered land lying between NT392720 and NT425907, which together form Wolds Farm (postcode NG12 5PF). We further note that your letter states that G Dunthorne & Sons occupy the above land and also occupy part of the land comprised in HM Land Registry title number NT366957 under a Farm Business Tenancy. The plots over which rights are sought to be acquired from the Objectors are referred to together in this letter as the "Plots".

The anticipated works in the area of the Plots relate to spans ZD091 to ZD096 and comprise the Stoke Bardolph to Ratcliffe-on-Soar (A41F) overhead line works: the overhead line will be reconducted using more power efficient conductors as the existing conductors do not meet the required rating. Works include:

- 1) Replacement of all conductors, fittings, insulators and associated tower furniture;
- 2) Replacement of existing earthwires, downleads and down droppers;
- 3) Steelwork refurbishment and replacement;

- 4) Further refurbishment works including the repair or replacement of the anti-climbing devices and other accessories such as property plates;
- 5) Foundation refurbishment; and
- 6) Protection and control settings to be changed where necessary.

The rights sought in the CPO are required for the above planned works, but also for future maintenance works to maintain and refurbish the line: such maintenance may include the works listed above.

For ease of reference, this letter adopts the same headings as those used in the Objectors' letter and addresses each point in turn below.

### **1. No reasonable effort to acquire by agreement**

NGET's intention and preference is to acquire all land rights by voluntary agreement in the first instance. NGET made an offer to your client in line with its published policy for a voluntary easement in relation to parts of the land subject to an existing wayleave on 18<sup>th</sup> March 2025 and in relation to parts of the land subject to an existing easement on 3<sup>rd</sup> February 2026. NGET's appointed land agent, Ardent, has discussed this with you in further correspondence. The Government Guidance on the Compulsory Purchase Process (the "Guidance") recognises that compulsory purchase procedures may properly be initiated in parallel with ongoing negotiations, and NGET's approach is consistent with that principle. NGET addresses each of the specific points raised below.

#### **(a) Refusal to meet reasonable professional costs**

NGET will reimburse the Objectors' reasonable professional costs in connection with the negotiation of a voluntary agreement. A guidance document was issued to the Objectors on 18<sup>th</sup> March 2025 and 3<sup>rd</sup> February 2026 alongside the offers of a voluntary easement which set out the approach to the reimbursement of agent's fees, including hourly rates where applicable. The hourly rates offered by NGET were set in consideration of CAAV Fee Surveys for compulsory purchase and compensation work and have recently been increased following the publication of the CAAV Fees Survey 2025 on 13<sup>th</sup> January 2026. NGET considers that the rates offered are reasonable and commensurate with the work to be undertaken in the grant of a voluntary easement. The rates are consistent with the approach adopted across the Project for all land agents acting on behalf of landowners affected by the Project. NGET remains willing to discuss the level of professional costs with the Objectors' representatives and to consider any further representations on this point.

#### **(b) Failure to provide the proposed easement prior to making the Order**

Following a request for a copy of the proposed easement on 2 February 2026, NGET acknowledges that the proposed deed of easement was provided to the Objectors on 13 February 2026, the day following the making of the Order. However, NGET had been engaging with the Objectors and their representatives in advance of the Order being made and had communicated the nature and scope of the rights sought. A memorandum of agreement was sent to the landowners on 18 March 2025 and 3 February 2026 summarising that the proposed easement would provide NGET with permanent rights to keep, access and maintain its apparatus on the

Objectors' land. The process that NGET follows is that once this document (memorandum of agreement) is signed and returned, NGET instructs its solicitors to commence negotiations with the landowner's solicitors including providing a draft copy of the deed so that the landowner's solicitors can advise them accordingly. Signing and returning the memorandum of agreement is not legally binding for either party and this is stated within the document. To date, the Objectors have not signed and returned the memorandum of agreement, however NGET has provided a draft copy of the deed to try to progress matters. The making of the Order in parallel with ongoing negotiations is expressly contemplated by the Guidance and does not preclude the continuation of those negotiations. NGET remains willing to discuss the terms of the proposed deed of easement with the Objectors.

#### **(c) Refusal to consider reasonable amendments**

NGET's position is that the deed of easement has been prepared to reflect the rights reasonably required for the purposes of the Project. The proposed deed of easement is typically adopted by NGET for its overhead line assets across the country and so material amendments to the deed are not usually accepted to ensure consistency across its assets. Since providing the draft easement document, NGET has not received any requests for amendments to the easement, however, NGET is willing to engage with the Objectors to discuss the terms of the proposed deed. To date, this engagement has been limited due to disputes regarding reimbursement of professional fees.

#### **(d) Rights sought materially exceed those typically agreed**

The deed of easement provided to the Objectors reflects the rights which NGET considers are reasonably required for the purposes of the Project, including the refurbishment works and the ongoing operation, maintenance and protection of the electricity transmission infrastructure. The rights sought are consistent with the approach adopted across the Project and have been tailored to reflect the nature of the works to be undertaken. NGET does not accept that the rights sought materially exceed those which are necessary for the purposes of the scheme.

#### **(e) Rights sought potentially inconsistent with an easement**

NGET does not accept that the rights sought are inconsistent with the ordinary characteristics of an easement. The rights are drafted so as to permit NGET to carry out the works necessary for the refurbishment, maintenance and operation of the electricity transmission infrastructure whilst preserving the Objectors' ownership and use of the land. The servient owner retains meaningful use of the land subject to the rights granted. The rights sought are consistent in nature with easements routinely granted for electricity transmission infrastructure and do not amount to exclusive possession of the land.

#### **(f) Inadequate referencing exercise**

NGET acknowledges that a notice was initially served purporting to rely upon section 16 of the Local Government (Miscellaneous Provisions) Act 1976 and that this was subsequently corrected in a letter on 4 December 2025 to

state that the notice was served in accordance with Section 5A of the Acquisition of Land Act 1981. This was also confirmed by email on 1 December 2025. NGET has undertaken a comprehensive referencing exercise to identify all interests likely to be affected by the Order, including Land Registry searches, contact land referencing (land interest questionnaires), and site visits therefore meeting diligent inquiry. Where landowners wish to seek professional advice in completing a Land Interest Questionnaire, NGET will reimburse the landowner for the professional fees incurred and this was explained in the letters of 11 November 2025 and 4 December 2025. NGET is satisfied that the referencing exercise undertaken is adequate and that all relevant interests have been identified.

### **(g) Inaccurate Schedule of Landowner Engagement**

NGET notes the Objectors' concern regarding the description of the status of negotiations in the Schedule of Landowner Engagement. The entry reflects the position as understood by NGET at the time the Statement of Reasons was prepared, namely that the deed of easement was in negotiation, albeit negotiations have been limited due to disputes regarding the reimbursement of the Objectors' professional fees.

As noted above, the proposed deed of easement is adopted by NGET for all of its overhead line assets across the country. Typically, material amendments to the deed are not accepted to ensure consistency across its assets. Since providing the draft easement document, NGET has not received any requests for amendments to the easement, however, NGET is willing to engage with the Objectors to discuss the terms of the proposed deed. To date, this engagement has been limited due to disputes regarding reimbursement of professional fees.

## **2. The Order is not supported by a compelling case in the public interest**

NGET does not accept that the Order is unsupported by a compelling case in the public interest. The Project is necessary to ensure the continued safe and reliable operation of the electricity transmission network and to meet the requirements of the national energy strategy. NGET addresses each of the specific points raised below.

### **(a) The works described are refurbishment of existing infrastructure**

The Project is required to relieve the network constraint due to the forecasted volume of new generation projects required to connect to the electricity network. The Project is also an enabler to the delivery of other NGET Accelerated Strategic Transmission Investment projects such as the Chesterfield to High Marnham Project as well as new customer connection requirements. NGET considers it necessary to include all existing easements as part of the Order to ensure that the full suite of rights required for the Project can be utilised for the Project works and/or the maintenance of the Project going forwards. In terms of the existing wayleaves in place, NGET considers it essential to secure the grant of permanent easements associated with the overhead line works and cable works rather than wayleaves. The reasons for this position are:

- It is in the public interest to obtain the appropriate security for the electricity supply network through the grant of permanent land rights rather than temporary land rights.

- Permanent land rights are commensurate with the nature and lifetime of the infrastructure comprised in the Project and NGET's statutory duty to maintain an efficient and robust National Electricity Transmission System and to meet demand for electricity from Distribution Network Operators.
- Wayleaves are generally time-bound, do not run with the land and are not registrable on the title to the land, which means that landowners may not be aware of their existence from searching the title to the land, and landowners may potentially seek to terminate wayleaves either due to their expiry or once the land has been transferred, unless a deed of covenant was obtained from the incoming owner, or unless circumstances exist to establish an implied wayleave, all of which present a risk to NGET's security of tenure and, therefore, the operation of the network.

### **(b) Existing statutory mechanisms allow continued operation**

NGET acknowledges the existence of the statutory Necessary Wayleave regime under Schedule 4 to the Electricity Act 1989. However, reliance upon that regime would not be sufficient for the purposes of the Project for the following reasons. First, the Necessary Wayleave regime provides only temporary rights which are subject to periodic renewal and do not provide the long-term security of tenure necessary for the ongoing operation, maintenance, inspection and protection of important electricity transmission infrastructure such as the Project. Second, the process of obtaining Necessary Wayleaves across the entirety of the route would give rise to significant delay and uncertainty which would be incompatible with the delivery programme for the Project. Third, the rights obtainable under a Necessary Wayleave may not extend to all of the rights required for the purposes of the refurbishment works. The compulsory acquisition of permanent easements is therefore necessary to ensure the timely delivery of the Project and the long-term security of the transmission network. The reasons why wayleaves are not adequate are also addressed under (a) above.

### **(c) Permanent rights appear to be sought primarily to regularise NGET's property position**

The acquisition of permanent easements is necessary to secure the long-term operation, maintenance and protection of the Project. The refurbishment works will result in upgraded infrastructure which will remain in situ and in operation for the foreseeable future, and it is appropriate that the rights securing that infrastructure are commensurate in duration. NGET notes the Objectors' concern regarding the potential impact upon future uses of the land and is willing to discuss this matter further. However, the availability of compensation for any diminution in the value of the land or interference with its use provides an appropriate safeguard in this regard.

### **(d) Timing of the works affecting the Objectors' land**

NGET notes the Objectors' point regarding the timing of the works affecting their land. NGET is required to commence construction activities for the overhead line works within 2026 in order to meet the Project construction end date and the outage dates provided by the National Energy System Operator. In respect of the Objectors' land, the works relate to the Stoke Bardolph to Ratcliffe-on-Soar (A41F) overhead line section. NGET is delivering works in 2026 under existing land rights or new voluntary agreements in advance of CPO powers being confirmed. NGET is maintaining the land required for all of the Project works within the Order in the event

that voluntary agreement for these works is not reached and to ensure the full suite of maintenance rights required for the Project are available in perpetuity. Even where the initial refurbishment works are completed in advance of confirmation of the Order, the permanent rights sought remain necessary to secure the ongoing operation, maintenance, inspection and protection of the refurbished infrastructure on a long-term basis. The completion of the initial construction works does not remove the need for permanent rights over the land.

### 3. The rights sought have not been minimised

NGET does not accept that the rights sought have not been minimised. NGET has undertaken a careful assessment of the rights required for the purposes of the Project and has sought to limit those rights to what is reasonably necessary. NGET addresses each of the specific points raised below.

#### (a) Rights groups do not meaningfully limit the rights sought

NGET has identified distinct groups of rights and assigned those groups to individual plots on the basis of the works and activities anticipated in respect of each plot. The rights groups are designed to ensure that the rights acquired over each plot are appropriate to the works to be carried out on or in the vicinity of that plot. NGET acknowledges that certain rights, such as the right to establish works compounds and the right relating to environmental and ecological mitigation, appear within more than one rights group. This reflects the operational reality that such activities may be required in connection with different types of works across the route. However, the assignment of rights groups to individual plots ensures that only those rights which are relevant to the anticipated works on each plot are acquired. NGET is satisfied that the rights sought over the Objectors' land are no more than reasonably necessary for the purposes of the scheme.

#### (b) Permanent rights are sought where temporary rights would suffice

NGET does not accept that temporary rights would suffice for the purposes of the Project. Whilst certain activities, such as the establishment of construction compounds and working areas, are required only during the construction phase, the rights sought also encompass the ongoing operation, maintenance, inspection, repair and renewal of the electricity transmission infrastructure on a permanent basis. The acquisition of permanent rights ensures that NGET is able to access and maintain the infrastructure throughout its operational life without the need to negotiate further agreements or rely upon temporary arrangements which may not be renewed. This approach is consistent with national policy. Paragraph 2.6.4 of NPS EN-5 states that *"permanent arrangements are strongly preferred over voluntary wayleaves (which could, for example, be terminable on notice by the landowner) in virtue of their greater reliability and economic efficiency and reflecting the importance of the relevant infrastructure to the government's Clean Power and net zero goals."*

#### (c) Unrestricted vegetation management rights

The vegetation management rights sought are necessary to ensure the safe and reliable operation of the electricity transmission infrastructure. NGET is required to manage vegetation in the vicinity of its overhead lines

in accordance with its statutory and regulatory obligations. The rights sought are intended to enable NGET to carry out vegetation management in compliance with those obligations. In practice, NGET carries out vegetation management in accordance with appropriate arboricultural standards and in consultation with landowners. NGET is willing to discuss the Objectors' concerns regarding vegetation management practices in the context of the proposed deed of easement.

#### **4. Impact on the agricultural unit**

NGET notes the Objectors' concerns regarding the impact of the exercise of the rights sought upon the agricultural operations carried out on the land, including cropping patterns, field access and land management. NGET is committed to minimising disruption to landowners and occupiers during the carrying out of the works and will seek to agree appropriate access arrangements in advance. In respect of the Objectors' concern regarding the clearance of gateways which have been allowed to become overgrown to discourage unauthorised access, NGET notes this concern and is willing to discuss appropriate measures to address the security of the holding following any such works. An initial meeting regarding the project was held with the Objectors on 27 November 2025 prior to NGET being informed that you were instructed to act on their behalf. NGET considers that this was a meeting was positive and held in a collaborative manner and NGET is willing to further engage with the Objectors to discuss the proposed routes and to consider any arrangements which would reduce the impact upon the operation and management of the agricultural holding.

#### **5. Interference with future land use and environmental land management schemes**

NGET notes the Objectors' concerns regarding the potential impact of the permanent rights sought upon their ability to enter into environmental land management or stewardship schemes or to pursue other future uses of the land. NGET's position is that the rights sought are necessary for the purposes of the Project and the ongoing operation and maintenance of the electricity transmission infrastructure, as set out above. NGET has not been made aware of any intentions by the Objectors to enter into environmental land management schemes, however, NGET will seek to exercise any rights, so far as reasonably practicable, in a manner which minimises interference with the Objectors' use of the land.

#### **6. Disproportionate interference with property rights**

NGET does not accept that the Order gives rise to a disproportionate interference with the Objectors' property rights. The Order pursues a legitimate aim in the public interest to ensure the continued safe and reliable operation of the transmission network and to support the delivery of the Government's energy security and net zero objectives. The rights sought are no more than reasonably necessary for the purposes of the Project, and the Objectors will be entitled to compensation for any loss or damage sustained as a result of the acquisition and exercise of those rights. NGET has had regard to the requirements of the Human Rights Act 1998, including Article 1 of the First Protocol to the European Convention on Human Rights, and is satisfied that the interference with the Objectors' property rights is justified, necessary and proportionate in pursuit of the legitimate aim identified.

For the reasons set out above, NGET does not accept that the rights sought exceed what is reasonably necessary, and accordingly the interference with the Objectors' rights is proportionate.

NGET is committed to engaging with the Objectors and their representatives with a view to reaching a voluntary agreement and resolving the matters raised in the objection. We would be grateful if you could confirm the Objectors' willingness to engage in discussions with a view to agreeing a resolution and withdrawing the objection to the Order.

If you require any assistance, please get in touch with Ardent on 0203 092 3162 or via email: [WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)

Yours sincerely,

[Redacted signature]

[Redacted name]

**National Grid Lands Team**

cc: [Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

**OBJ15**



Department for Energy Security  
and Net Zero, Licensing and Consents Unit,  
3 Whitehall Place, London SW1A 2AW

FAO [REDACTED]

Network Rail  
1 Puddle dock, Queen Victoria Street  
London EC4V 3DN

T [REDACTED]

5<sup>th</sup> March 2026

Special Delivery and email

Dear Sirs

**The National Grid Electricity Transmission PLC (West Burton to Ratcliff -on-Soar Refurbishment Project)  
Compulsory Purchase Order 2026**

Network Rail Infrastructure Limited objects to the above Order on the grounds that operational railway land is adversely affected.

Network Rail Infrastructure Limited reserves the right to produce additional and further grounds of objection when further details of the Order and their effect on Network Rail's land are available.

Network Rail Infrastructure Limited has also made representations to the Railways Directorate of The Department of Transport under Section 16 and Schedule 3 Part 11 of the Acquisition of Land Act 1981.

Yours faithfully

[REDACTED]

[REDACTED]  
Surveyor



Our Ref: WBROS\_CPO\_007

██████████  
Network Rail  
1 Puddle Dock  
London  
EC4V 3DS

**Ardent West Burton to Ratcliffe-On-Soar**

**Project Team**

36 – 38 Botolph Lane, London, EC3R 8DE

[WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)

0203 092 3162

By email only to: ██████████

Date: 13/05/2026

Dear ██████████,

**Subject: THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (WEST BURTON TO RATCLIFFE-ON-SOAR REFURBISHMENT PROJECT) (the “Project”) COMPULSORY PURCHASE ORDER 2026 (the “Order”)**

## OBJECTION ON BEHALF OF NETWORK RAIL INFRASTRUCTURE LIMITED

Further to your letter dated 5 March 2026, we write in response to the objection raised in respect of the above-referenced National Grid Electricity Transmission (“NGET”) Project and Order. We note that Network Rail Infrastructure Limited’s (“Network Rail”) objection is made on the grounds that the Order adversely affects operational railway land, and that Network Rail reserves the right to produce additional grounds of objection as further details become available. We also note that Network Rail has made representations to the Railways Directorate of the Department for Transport under section 16 and Schedule 3 Part II of the Acquisition of Land Act 1981.

By way of background explanation, NGET notes that the land over which the Order is sought interacts, in certain areas, with Network Rail’s land for overhead line works to be undertaken as part of the Project. The overhead line works may include:

- 1) Replacement of all conductors, fittings, insulators and associated tower furniture;
- 2) Replacement of existing earthwires, downleads and down droppers;
- 3) Steelwork refurbishment and replacement;
- 4) Further refurbishment works including the repair or replacement of the anti-climbing devices and other accessories such as property plates;
- 5) Gantry refurbishment;
- 6) Foundation refurbishment; and
- 7) Protection and control settings to be changed where necessary.

NGET is keen to resolve this matter and welcomes the opportunity to engage directly with Network Rail. To date, a Basic Asset Protection Agreement has been agreed between NGET and Network Rail for the Project, which has

addressed any operational or engineering concerns in relation to the proposed Project works. With respect to the land rights required for the Project, NGET is actively seeking to meet with Network Rail's property team to discuss the terms of a new agreement. A meeting was scheduled for 7 May 2026; however, the Network Rail representative was unable to attend. NGET is now looking to rearrange this meeting during the week commencing 11 May 2026 and remains keen to progress discussions as soon as possible.

In the meantime, we invite Network Rail to particularise its objection further so that NGET can discuss any further concerns at the above meeting and explore whether appropriate measures can be agreed to resolve this objection.

If you require any assistance, please get in touch with Ardent on 0203 092 3162 or via email: [WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)

Yours sincerely,

[Redacted Signature]

[Redacted Name]

**National Grid Lands Team**

**OBJ16**



Department for  
Energy Security  
& Net Zero

[REDACTED]  
Head of Electricity Network Planning Team  
Energy Infrastructure Planning Delivery  
Energy Development  
[REDACTED]

3-8 Whitehall Place, London

[Visit our page on gov.uk](#)

Follow us on social media:

[X](#) | [LinkedIn](#) | [Facebook](#) | [Instagram](#) | [YouTube](#)

OFFICIAL

**From:**

[REDACTED]  
**Sent:** 19 March 2026 17:11

**To:** [REDACTED]

**Cc:** [REDACTED]

**Subject:** National Grid Electricity Transmission plc (West Burton to Ratcliffe-on-Soar Refurbishment Project) Compulsory Purchase Order 2026

Dear [REDACTED]

I write to confirm that I am instructed to act on behalf of the following parties in relation to the National Grid Electricity Transmission plc (West Burton to Ratcliffe-on-Soar Refurbishment Project) Compulsory Order 2026:-

Alan Herbert Headland and Alan John Headland      Tower Numbers ZDA218, ZDA219 &  
ZDA220      Land Registry Title No.: NT188338

Paul Spink Limited      Tower Numbers ZDA236, ZDA237 &  
ZDA238      Land Registry Title No.: NT346929

Keith Stephen Darlay and Geoffrey William Darlay      Tower Numbers ZDA222, ZDA223, ZDA224 &  
ZDA225      Land Registry Title No.: NT471534, NT553992 & NT471529

All of the above parties are land owners affected directly by the Order.

All of the above parties wish to **OBJECT** to the making of the Order.

The grounds for objection are:-

1. There are longstanding existing agreements in place, already providing the rights being sought under the Order, so the Order is not necessary or justified in the public interest;
2. The effect of converting what is currently a terminable arrangement into a permanent easement has a negative impact on the land owners legal property interests that has not been addressed by NGET;
3. The above landowners have not been visited at their business premises by NGET or their agents to explain the reasons behind the alleged need for the Order; and

4. Insufficient weight has been attached to correspondence from NGET or their agents to explain the potential adverse implications of the order on their interest and the fact that it is strongly recommended that they seek independent property and legal advice.

I consider that the above grounds of objection represent serious shortcomings in due process and acting in the public interest. As such, I trust that they will be afforded due weight when determining whether or not the Order should be confirmed.

Regards.



**DDM Agriculture Limited**  
**Eastfield**  
**Albert Street**  
**BRIGG**  
**DN20 8HS**

**DX 24358 BRIGG**



/// [decoding.acted.trackers](http://decoding.acted.trackers)

**Web** [www.ddmagriculture.co.uk](http://www.ddmagriculture.co.uk)

DDM Agriculture Limited  
Registered in England and Wales, Number 3740827  
Registered Office Eastfield, Albert Street, Brigg, North Lincolnshire DN20 8HS.

NOTICE: This email is intended for the named recipient only. It may contain privileged and confidential information. If you are not the intended recipient, notify the sender immediately and destroy this email. You must not copy, distribute or take action in reliance upon it. Whilst all efforts are made to safeguard emails, DDM Agriculture Limited cannot guarantee that attachments are virus free or compatible with your systems and does not accept liability in respect of viruses or computer problems experienced.

DDM Agriculture Limited reserves the right to monitor all email communications through its internal and external networks.

OFFICIAL



## 1. Existing agreements and necessity of the Order

NGET does not accept that the Order is unnecessary or not justified in the public interest. The Order pursues a legitimate aim in the public interest to ensure the continued safe and reliable operation of the transmission network and to support the delivery of the Government's energy security and net zero objectives. NGET considers it essential to secure permanent easements rather than rely upon existing wayleaves for the following reasons:

- a) Wayleaves are terminable, do not run with the land and are not registrable on the title to the land. This presents a material risk to NGET's security of tenure and, consequently, to the continued operation of the electricity transmission network. It is in the public interest to secure appropriate long-term protection for the network through the grant of permanent easements.
- b) Reliance upon the statutory necessary wayleave regime under Schedule 4 to the Electricity Act 1989 would not be sufficient for the purposes of the Project. That regime provides only temporary rights subject to periodic renewal and would give rise to significant delay and uncertainty incompatible with the delivery programme for the Project.
- c) This approach is consistent with national policy. Paragraph 2.6.4 of NPS EN-5 states that *"permanent arrangements are strongly preferred over voluntary wayleaves (which could, for example, be terminable on notice by the landowner) in virtue of their greater reliability and economic efficiency and reflecting the importance of the relevant infrastructure to the government's Clean Power and net zero goals."*

## 2. Impact upon the Objectors' property interests

NGET notes the Objector's concern that the conversion of existing terminable arrangements into permanent easements may have a negative impact upon its legal property interests. However, NGET is taking a proportionate approach to compulsory acquisition and, rather than seeking to acquire the freehold title to the Order Land, is seeking to acquire only permanent rights (such as rights to maintain and operate the overhead lines). The acquisition of permanent easements is necessary to secure the long-term operation, maintenance and protection of the electricity transmission infrastructure comprised in the Project. The refurbishment works will result in upgraded infrastructure which will remain in situ and in operation for the foreseeable future, and it is appropriate that the rights securing that infrastructure are commensurate in duration. NGET has had regard to the requirements of the Human Rights Act 1998, including Article 1 of the First Protocol to the European Convention on Human Rights, and is satisfied that the interference with the Objector's property rights is justified, necessary and proportionate in pursuit of the legitimate aim of ensuring the continued safe and reliable operation of the electricity transmission network and supporting the delivery of the Government's energy security and net zero objectives. The Objector will be entitled to compensation for any loss or damage sustained as a result of the acquisition and exercise of the rights sought, in accordance with the Compulsory Purchase Compensation Code, which provides an appropriate safeguard in this regard.

## 3. Engagement with the Objectors

NGET has made reasonable endeavours to engage with the Objectors regarding the Project. NGET's appointed land agent, Ardent Management Limited ("Ardent"), sent a Project Introductory Letter and Landowner

Questionnaire to the Objector on 6 September 2024. On 18 March 2025, Ardent sent an offer letter to the Objector for a Deed of Easement. On 15 May 2025, Ardent visited the Objector's property, and the Objector requested that documents be re-issued by email. On 21 May 2025, Ardent re-issued the offer and letters by email. Ardent sent a further letter updating on the Project and refurbishment works on 5 June 2025. On 21 July 2025, Ardent emailed the Objector requesting feedback on the offer. A Land Interest Questionnaire was sent to the Objector on 12 November 2025, with a follow-up letter issued on 4 December 2025 requesting the return of the Land Interest Questionnaire. On 4 February 2026, Ardent sent a further offer letter to the Objector for a Deed of Easement. On 18 February 2026, Ardent emailed a digital copy of the offer letter to the Objectors. On 20 April 2026, Ardent spoke with you to explain the Project, refurbishment works and the offer issued to the Objectors and agreed to work towards a voluntary agreement. The Government Guidance on the Compulsory Purchase Process recognises that compulsory purchase procedures may properly be initiated in parallel with ongoing negotiations, and NGET's approach is consistent with that principle. NGET remains willing to meet with the Objector at its business premises or at such other location as may be convenient to discuss the Project, the rights sought and the terms of a voluntary agreement. NGET is committed to engaging with the Objector and its representatives with a view to reaching a voluntary agreement.

#### 4. Communication of the implications of the Order

NGET does not accept that insufficient weight has been attached to its correspondence with the Objector regarding the implications of the Order. As set out above, NGET's appointed land agent, Ardent, has corresponded with the Objector on numerous occasions since September 2024, including by way of the Project Introductory Letter and Landowner Questionnaire (6 September 2024), an offer letter for a Deed of Easement (18 March 2025), re-issue of the offer and letters by email (21 May 2025), a project update letter (5 June 2025), a request for feedback on the offer (21 July 2025), a Land Interest Questionnaire (12 November 2025) and a further offer letter for a Deed of Easement (4 February 2026). In accordance with paragraph 19 of the Government Guidance on Compulsory Purchase Process, NGET has offered advice and support to affected landowners, including offering to meet reasonable professional advisors' fees. Landowners have also been provided with a copy of NGET's Land Rights Strategy, which sets out the compensation payments that are being offered for voluntary easements. NGET has at all times sought to communicate clearly the nature and effect of the Order and the rights sought and has encouraged the Objector to seek independent property and legal advice. NGET notes that the Objector is represented by DDM Agriculture Limited and trusts that the Objector has had the benefit of professional advice in connection with the Order. NGET remains willing to provide any further information or clarification that the Objector or its representatives may require.

NGET is committed to engaging with the Objector and its representatives with a view to reaching a voluntary agreement and resolving the matters raised in the objection. We would be grateful if you could confirm the Objector's willingness to engage in discussions with a view to agreeing a resolution and withdrawing the objection to the Order.

If you require any assistance, please get in touch with Ardent on 0203 092 3162 or via email: [WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)

Yours sincerely,

[Redacted]

[Redacted]

**National Grid Lands Team**

cc: The Company Secretary, Paul Spink Limited at [Redacted]

[Redacted]

**OBJ17**



For the attention of [REDACTED]  
Department for Energy Security and Net Zero  
Electricity Networks Planning  
Consenting and Communities  
3 Whitehall Place  
London  
SW1A 2EQ

One Glass Wharf  
Bristol BS2 0ZX  
Tel: +44 (0)117 939 2000  
email@burgess-salmon.com  
www.burgess-salmon.com  
DX 7829 Bristol

[REDACTED]

**By email and by post:**

17 March 2026

[REDACTED] Our ref:

PR01/JB13/43997.16/[REDACTED]

When telephoning please ask for: [REDACTED] Dear

Department for Energy Security and Net Zero

**The National Grid Electricity Transmission Plc (West Burton to Ratcliff on Soar Refurbishment Project) Compulsory Purchase Order 2026 (the "Order")**

We are instructed by Renewable Energy Systems Ltd ("RES") in respect of the Order, with RES having received Notice of Making of the Order dated 16 February 2026. The address for RES to which correspondence on this matter should be sent is:

Beaufort Court  
Egg Farm Lane  
Kings Langley  
Hertfordshire  
WD4 8LR  
fao CompanySecretariat@res-group.com

By this letter RES wishes to object to the Order.

RES hold interests in land affected by the Order under the terms of an option agreement with the freehold landowner, SNSE Ltd. The option secures the necessary rights for RES to develop a solar farm in this area in furtherance of which RES is presently engaged in promoting the Steeple Renewables Project DCO that is currently in examination, with that examination due to close on Friday 10 April 2026. A decision on the grant of the DCO by the Secretary of State for Energy Security and Net Zero is expected before 10 October 2026 with construction anticipated to commence shortly after that date with an expected construction period of 2 years.

The Steeple Renewables Project, if consented, will be a development of Critical National Priority as provided for in the Overarching National Policy Statement for Energy, NPS EN-1. There is an urgent and pressing need for such development to proceed.

RES does not oppose the principle of the development promoted by NGET in the Order. However, the West Burton to High Marnham element of this refurbishment (part of what is referred to as the "WRRE Project") is located within or adjacent to the Steeple Renewables Project DCO order limits with proposed timings of works similar to those anticipated for the Steeple Renewables Project. This objection now made by RES is based upon the proposition that the compulsory rights sought by NGET should not be granted in the absence of suitable safeguards that their use for construction of the WRRE Project should not adversely affect the development of the Steeple Renewables Project.

**Page 2**  
**17 March 2026**



No such safeguards are referenced in the Order itself or in the accompanying Statement of Reasons. RES reserves its position on the full extent of what these safeguards should comprise and the manner in which they can be adequately secured but by way of illustration only submits that they should ensure that use of the powers sought in the Order should not be allowed to result in:

- any reduction in the area available for solar panel development under the Steeple Renewables DCO or
- any generation of construction traffic or use of construction compounds or access tracks within or in the vicinity of the Steeple Renewables DCO without adequate legally binding arrangements to ensure no adverse impacts to the construction programme of the Steeple Renewables Projects or unacceptable cumulative environmental or other impacts on local receptors.

RES wishes to signify its willingness to discuss the form and content of these safeguards but in the absence of satisfactory protection arrangements being in place does require the opportunity to be heard by an Inspector appointed to consider any unresolved objections to the Order.

Yours faithfully

*Burges Salmon LLP*

BURGES SALMON LLP



Our Ref: WBROS\_CPO\_774

Your Ref: PR01/JB13/43997.16/

Burges Salmon LLP  
One Glass Wharf  
Bristol  
BS2 0ZX

**Ardent West Burton to Ratcliffe-On-Soar  
Project Team**

36 – 38 Botolph Lane, London, EC3R 8DE

[WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)

0203 092 3162

By email only to:

Date: 13/05/2026

Dear ,

**Subject: THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (WEST BURTON TO RATCLIFFE-ON-SOAR REFURBISHMENT PROJECT) (the "Project") COMPULSORY PURCHASE ORDER 2026 (the "Order")**

## OBJECTION ON BEHALF OF RENEWABLE ENERGY SYSTEMS LTD

We write in response to the objection submitted on behalf of Renewable Energy Systems Ltd ("RES") by letter dated 17 March 2026 in respect of the above-referenced Order made by National Grid Electricity Transmission Plc ("NGET") on 12 February 2026.

We note that RES holds interests in land affected by the Order pursuant to an option agreement with the freehold landowner, SNSE Ltd, in connection with the proposed Steeple Renewables Project DCO (the "Steeple DCO"). The West Burton to High Marnham (A403) section of the Project is located within or adjacent to the Steeple DCO order limits. The works in this area involve overhead line maintenance works.

Overhead line rights are sought to enable maintenance of the existing overhead line assets. Works could include:

- a. Steelwork refurbishment and replacement;
- b. Further refurbishment works including the repair or replacement of the anti-climbing devices and other accessories such as property plates;
- c. Muffs (concrete caps) and foundation refurbishment; and
- d. Protection and control settings to be changed where necessary.

For ease of reference, this letter addresses each of the matters raised in your objection letter in turn below.

NGET notes that RES does not oppose the principle of the Order. NGET also notes the concerns raised by RES regarding (a) a potential reduction in the area available for solar panel development, and (b) adverse impacts from construction traffic, compounds or access tracks within or near the Steeple DCO order limits. As set out above, the works involve the refurbishment of existing infrastructure only. NGET is willing to negotiate and agree

appropriate protective provisions with RES to ensure that the interface between the Order and the Steeple DCO is appropriately managed and any impact upon the Steeple Renewables Project is minimised. We would welcome the opportunity to discuss such provisions at RES's earliest convenience.

In terms of RES's interests in the Order land, NGET's land agent, Ardent, will follow up with you separately to confirm evidence of the interest held in plots so that we can update our landownership records as appropriate.

We trust the above addresses the matters raised in your objection and would be grateful if you could confirm RES's willingness to engage in discussions with a view to resolving this matter and withdrawing the objection to the Order.

If you require any assistance, please get in touch with Ardent on 0203 092 3162 or via email: [WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)

Yours sincerely,

  
  
**National Grid Lands Team**

cc: [CompanySecretariat@res-group.com](mailto:CompanySecretariat@res-group.com) and The Company Secretary, Renewable Energy Systems Limited at Beaufort Court, Egg Farm Lane, Station Road, Kings Langley, WD4 8LR

**OBJ18**



Pinsent Masons

BY E-MAIL TO [REDACTED]

[REDACTED]  
Department for Energy Security and Net Zero  
Electricity Networks Planning  
Consenting and Communities  
3 Whitehall Place  
London  
SW1A 2EG

EC50.667600

E [REDACTED]

19 March 2026

Dear [REDACTED]

**THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (WEST BURTON TO RATCLIFFE-ON-SOAR REFURBISHMENT PROJECT) COMPULSORY PURCHASE ORDER 2026 (THE "ORDER")  
OBJECTION TO CONFIRMATION OF ORDER**

We are instructed by RWE Generation UK plc ("**RWE**") to lodge an objection to the Order made by National Grid Electricity Transmission plc ("**NGET**") on 12 February 2026.

The RWE group is currently the largest power generator in the UK and a leading renewables developer, generating enough power for around 12 million homes with a diverse portfolio of wind, solar, hydro, biomass and gas, with a clear strategy to become carbon neutral by 2040. RWE is part of the RWE group and operates approximately 7GWe of efficient gas-fired plants in the UK, which support the transition to renewables by providing a firm and flexible source of power, including Staythorpe Power Station.

RWE has rights within Order Land that relate to the operation and maintenance of Staythorpe Power Station. Staythorpe Power Station is a 1,850 megawatt (MW) generating station, consisting of four combined-cycle gas turbines and has been operational since 2010. It is located approximately two miles west of Newark-on-Trent, Nottinghamshire, between the River Trent and the Nottingham to Lincoln railway line. Staythorpe Power Station connects to the national grid at Staythorpe substation.

RWE is currently exploring options to retrofit the power station with carbon capture technology to provide approximately 1.5 gigawatts of decarbonised electricity and has recently submitted an application to the Secretary of State to vary its Section 36 consent to permit the construction and operation of carbon capture equipment.

The map referred to in the Order indicates that NGET is seeking to compulsorily acquire the land within plot 26-32. This plot is subject to rights held by RWE, as listed in Schedule 2 to the Order, and is used for the purposes of its undertaking, in particular by providing access to its equipment. It is for this reason that RWE is a qualifying person under section 12 of the Acquisition of Land Act 1981.

Pinsent Masons LLP

30 Crown Place Earl Street London EC2A 4ES

T +44 (0) 20 7418 7000 F +44 (0) 20 7418 7050 DX 157620 Broadgate

Pinsent Masons LLP is a limited liability partnership, registered in England and Wales (registered number: OC333653) authorised and regulated by the Solicitors Regulation Authority (registration number: 471972) and the appropriate jurisdictions in which it operates. Reference to 'Pinsent Masons' is to Pinsent Masons LLP and/or one or more of the affiliated entities that practise under the name 'Pinsent Masons' as the context requires. The word "partner", used in relation to the LLP, refers to a member or an employee or consultant of the LLP or any affiliated firm, with equivalent standing. A list of members of Pinsent Masons, those non-members who are designated as partners, and non-member partners in affiliated entities, is available for inspection at our offices or at [www.pinsentmasons.com](http://www.pinsentmasons.com)

For a full list of the jurisdictions where we operate, see [www.pinsentmasons.com](http://www.pinsentmasons.com)



In addition, RWE is a statutory undertaker for the purposes of the Acquisition of Land Act 1981, by virtue of holding an electricity generation licence under section 6 of the Electricity Act 1989 (Licence No. 03892782). Therefore, in accordance with section 16 of the Acquisition of Land Act 1981, plot 26-32 cannot be compulsorily acquired unless the Secretary of State is satisfied that the land can be purchased and not replaced without serious detriment to the carrying on of that undertaking; or if purchased, it can be replaced by other land without such detriment. NGET does not appear to propose to provide for RWE's interest in plot 26-32 to be replaced and therefore the Secretary of State must be satisfied that its acquisition will not cause serious detriment to RWE's statutory undertaking. RWE require access over plot 26-32 (and other land, outside the Order Land) in order to access its apparatus that comprises and is essential for its connection to the national grid, allowing Staythorpe Power Station to export electricity. An inability to access this apparatus to replace and maintain would evidently cause a serious detriment to RWE's undertaking.


RWE has approached NGET regarding an interface agreement dated 19 October 2009 ("**the Interface Agreement**") which regulates, inter alia, the parties' interactions and use of land in and around Staythorpe substation, including land at plot 26-32.

Separately RWE is engaged with the applicant for The Great North Road Solar and Biodiversity Park Order ("**the GNR DCO**"), as the GNR DCO is separately seeking powers of compulsory acquisition over land at Staythorpe substation. The relevant sheet from the GNR DCO's land plans is enclosed with this letter to assist the Secretary of State's understanding of the potential for the GNR DCO and the Order to both affect RWE's ability to access Staythorpe substation, or for their respective works to do so. These potential multiple interactions must be managed and interferences with RWE's access must be avoided.

If RWE's rights of access can be legally protected and assurances secured so that it is confident that its ability to access its apparatus at Staythorpe substation will remain at all times, RWE will be in a position to remove its objection. RWE considers that a variation of the Interface Agreement may provide a resolution to some or all of its concerns, but until such protections are in place however, RWE must object to Order.

Please acknowledge receipt of this letter to the contact details provided above.

Yours sincerely,

  
Associate  
for Pinsent Masons LLP

**This letter is sent electronically and is therefore unsigned.**

Enclosure: As above.

Our Ref: WBROS\_CPO\_866

██████████  
Pinsent Masons LLP  
30 Crown Place  
London  
EC2A 4ES

**Ardent West Burton to Ratcliffe-On-Soar  
Project Team**

36 – 38 Botolph Lane, London, EC3R 8DE  
[WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)  
0203 092 3162

By email only to: ██████████

Date: 13/05/2026

Dear ██████████

**Subject: THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (WEST BURTON TO RATCLIFFE-ON-SOAR REFURBISHMENT PROJECT) (the "Project") COMPULSORY PURCHASE ORDER 2026 (the "Order")**

## OBJECTION ON BEHALF OF RWE GENERATION UK PLC

Further to your letter dated 19 March 2026 on behalf of RWE Generation UK plc ("RWE"), we write in response to the objection raised in respect of the above-referenced Project and Order. We note the concerns expressed regarding the potential impact of the Order upon RWE's rights within the Order Land relating to the operation and maintenance of Staythorpe Power Station, and in particular RWE's interest in plot 26-32 (the "Plot").

In respect of the Project works to be undertaken, Plot 26-32 is associated with tower ZD001 and falls within the SCRE Cottam to Staythorpe section. This section will be reconducted using more power efficient conductors as the existing conductors do not meet the required rating. Overhead line rights are therefore sought, and such works may include:

- 1) Replacement of all conductors, fittings, insulators and associated tower furniture;
- 2) Replacement of existing earthwires, downloads and down droppers;
- 3) Steelwork refurbishment and replacement;
- 4) Further refurbishment works including the repair or replacement of the anti-climbing devices and other accessories such as property plates;
- 5) Gantry refurbishment;
- 6) Foundation refurbishment; and
- 7) Protection and control settings to be changed where necessary.

The land take is required for the above planned works, but also for future maintenance works to maintain and refurbish the line: such maintenance may include the works listed above

NGET is the existing freehold owner of the land comprised in the Plot. The Plot is included within the Order because it is subject to other rights and interests (principally in respect of mines and minerals). Freehold acquisition is included in the Order to ensure that NGET has the necessary exclusive possession and control of the land required for the safe construction, operation and maintenance of the Project works within the substation area.

NGET acknowledges RWE's concerns regarding the continued ability to access its apparatus at Staythorpe substation and notes the reference to the interface agreement dated 19 October 2009 (the "Interface Agreement"). NGET does not consider that the Project will give rise to serious detriment to the carrying on of RWE's undertaking. The Project comprises the refurbishment of existing electricity transmission infrastructure and NGET is committed to ensuring that RWE's access to its apparatus at Staythorpe substation is maintained at all times and is willing to engage with RWE to discuss an arrangement which is appropriate to address RWE's concerns. NGET also notes RWE's reference to the Great North Road Solar and Biodiversity Park Order and the potential for multiple interactions at Staythorpe substation. NGET is willing to work with RWE to ensure that the interface between the Order and any other consented schemes in the vicinity of Staythorpe substation is appropriately managed.

We trust that the above demonstrates NGET's commitment to working collaboratively with RWE to resolve this matter. NGET remains willing to engage with RWE and its representatives with a view to agreeing appropriate protections for RWE's access rights and resolving the matters raised in the objection. We would be grateful if you could confirm your client's willingness to engage in discussions with a view to agreeing a resolution and withdrawing the objection to the Order.

If you require any assistance, please get in touch with Ardent on 0203 092 3162 or via email: [WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)

Yours sincerely,

██████████  
██████████  
**National Grid Lands Team**

cc: The Chief Executive, RWE Generation UK plc at Windmill Hill Business Park, Whitehill Way, Swindon, SN5 6PB

**OBJ19**

The Department for Energy Security and Net Zero  
Electricity Networks Planning  
Consenting and Communities  
3 Whitehall Place  
London  
SW1A 2EG

Town Legal LLP  
10 Throgmorton Avenue  
London  
EC2N 2DL

townlegal.com

T: [REDACTED]  
[REDACTED]

By email [REDACTED]

Our ref 002702/0001/4131-0530-2374/1/MJ  
17 March 2026

Dear Sir,

**The National Grid Electricity Transmission PLC (West Burton to Ratcliffe-on-Soar Refurbishment Project) Compulsory Purchase Order 2026**

**1. Introduction**

- 1.1 We are writing to you on behalf of our clients, SNSE Limited, SNSD Limited and SNSEM Limited.
- 1.2 National Grid Electricity Transmission PLC ("**NGET**") has made The National Grid Electricity Transmission plc (West Burton to Ratcliffe-on-Soar Refurbishment Project) Compulsory Purchase Order 2026 (the "**Order**") on 12 February 2026 under section 10 and paragraph 1 of Schedule 3 to the Electricity Act 1989 ("**1989 Act**").
- 1.3 NGET intends to submit the Order to the Secretary of State for confirmation, and if confirmed the Order will authorise NGET to purchase compulsorily land and new rights for the purpose of enabling the refurbishment of the existing 400kV single circuits: West Burton to High Marnham, High Marnham to Stoke Bardolph, Ratcliffe-on-Soar to Stoke Bardolph (the "**WRRE Project**") and Cottam to Staythorpe 1 (the "**SCRE Project**") and associated works to maintain and uprate the existing electricity transmission system. The Order relates to both the WRRE Project and the SCRE Project, which together are the "**Project**".
- 1.4 Our clients are the owners of freehold and leasehold interests in land which is the subject of Order as set out below:

Plots in SNSE Limited Freehold Ownership	1-8, 1-9, 1-11, 1-13, 1-14, 1-15, 1-16, 1 17, 1-19, 1-20, 1-23, 1-27, 2-2, 2-4, 2-5, 2 6, 2-7, 2-8, 2-9, 2-10, 2-11, 2-12, 2-13, 2 14, 3-1
Plots in SNSD Limited Freehold Ownership	1-21, 2-1
Plots in which SENSEM Limited holds leasehold interests	1-8, 1-9, 1-11, 1-13, 1-27

Partners: Paul Arnett, Elizabeth Christie, Duncan Field, Clare Fielding, Raj Gupta, Martyn Jarvis, Meeta Kaur, Victoria McKeegan, Simon Ricketts, Louise Samuel, Spencer Tewis-Allen

17 March 2026

1.5 As the owners of freehold and leasehold interests in land which is the subject of the Order, our clients are qualifying persons for the purposes of section 12(2) of the Acquisition of Land Act 1981 (the “**ALA Act 1981**”).

1.6 In their respective capacities as the freehold and leasehold owners of land which is proposed to be the subject of compulsory acquisition pursuant to the Order, our clients wish to register their objection to the Order.

## **2. Explanation of the works proposed on land in the ownership of our clients**

2.1 The land in our clients ownership accommodates existing infrastructure which is relevant to the WRRE Project.

2.2 As described at paragraph 3.4.1 to the Statement of Reasons that has been submitted in connection with the Order, the following are the works which form part of the WRRE Project of relevance to our clients land interests:

*The first section, West Burton to High Marnham (A403), is approximately 14 km long and runs between towers ZDA210D and ZDA247. This section is currently strung with a conductor, which will be retained as it is already suitable for the required rating, and includes a short 0.229 km oil-filled cable section which is required to be replaced to meet rating requirements.*

2.3 Paragraph 3.9 of the Statement of Reasons further describes:

*“the component parts of the A403 High Marnham to West Burton OHL Works include the following:*

*Steelwork refurbishment and replacement;*

*Further refurbishment works including the repair or replacement of the anti-climbing devices and other accessories such as property plates;*

*Muffs (concrete caps) and foundation refurbishment; and*

*Protection and control settings to be changed where necessary.”*

2.4 Paragraph 3.13 of the Statement of Reasons further describes:

*“the existing underground cable section at West Burton as shown on the Cable Location Plan is to be uprated which requires the following works to be undertaken:*

*Extension and replacement of existing cable sealing end compound fencing. This is to allow for the additional switch gear and additional space required for new, taller Cable Sealing End terminations and new gantry;*

*Replacement of the existing oil filled cable with new Cable Sealing End terminations and new Gantry; and*

*Installation of new switchgear in the form of new Earth switches, surge arrestors and post insulators.”*

2.5 For the purposes of this letter, the above works comprise the “**Works**”.

2.6 We note for completeness that paragraph 3.14 of the Statement of Reasons references further works to an underground cable section at West Burton, however we understand this in fact describes works to an underground cable section at Ratcliffe-on-Soar and is therefore not relevant to our clients land interests.

## **3. Grounds for objection to the Order**

3.1 At paragraph 5.5 to the Statement of Reasons, it is stated that “*It is not possible to deliver the Project without compulsory acquisition.*”. It is this broad statement which provides NGET’s overarching

17 March 2026

justification for the making of the Order in connection with the Project. However, this statement is not correct, as NGET already benefits from existing rights which it may utilise to install and maintain parts of the Project. This includes in respect of the land within our client's ownership, where NGET benefits from permanent rights which would enable it to both undertake and to maintain the Works on our clients land.

- 3.2 That NGET already benefit from the rights which are necessary for it to undertake parts of the Works is openly acknowledged at paragraph 8.11 to the Statement of Reasons, where it is stated "*NGET has current easements and wayleaves in place with landowners over the existing overhead lines and underground cable routes. Where appropriate, NGET will be utilising these existing rights to carry out the Project works which are to be delivered in 2026 to meet the required outage dates for the Project.*"
- 3.3 Paragraph 8.11 to the Statement of Reasons continues that "*NGET considers it necessary to include all existing easements as part of the Order to ensure that the full suite of rights required for the Project can be utilised for the Project works and/or the maintenance of the Project going forwards.*"
- 3.4 However, this provides no analysis or explanation of what the rights are which exist in respect of the relevant parts of the Project, nor why any additional rights which are now being sought are necessary to be acquired and why the acquisition of those by compulsion in the absence of a voluntary agreement is justified in the public interest.
- 3.5 It is incumbent on NGET to fully justify the necessity of all rights which it is seeking, and in so doing to evidence how it has taken a proportionate approach so as to only seek to acquire by compulsion such rights as it is necessary for them to acquire to deliver and maintain the Project. In respect of the land in our clients ownership, where NGET already benefit from the necessary rights to undertake and maintain the Works, NGET have clearly failed to do so.
- 3.6 We also note the juxtaposition of NGET's approach to seeking to acquire rights in respect of land which forms part of the highway and the approach NGET is taking to seeking to acquire rights over the land in our client's ownership.
- 3.7 In respect of the approach to highway land, we are informed at paragraph 2.6 of the Statement of Reasons as follows:

*"NGET's approach to the Order is to seek the Order Rights only for those parts of the Project that are in land which is not within or beneath the public highway. NGET will rely on its existing statutory street works powers pursuant to Schedule 4 of the 1989 Act, and the New Roads and Street Works Act 1991 ("NRSWA") for those parts within or beneath the highway. This has the advantage of reducing the number of interests that are included in the Order. It also supports delivery in relation to the urgent need for the Project with elements of the Project able to proceed on land outside the Order, in advance of CPO powers being confirmed for the land within the Order."*
- 3.8 In respect of land which is highway, NGET is content to rely on the existing rights which it benefits from by virtue of its electricity licence to deliver and maintain parts of the Project. As they themselves identify, this has the advantage of reducing the number of interests that are included in the Order (and which it is evidently not necessary for them to include in the Order).
- 3.9 No justification is provided for why NGET is willing in the above instance to rely on existing rights, and in so doing to not seek to include in the Order the acquisition of rights over land which are not necessary to be acquired, but must take an entirely different approach in respect of land which is not highway but in respect of which it benefits from all necessary permanent rights to deliver and maintain the relevant parts of the Project.
- 3.10 In the absence of justification from NGET as to why it would be an impediment to the Project being delivered and maintained were the rights it is seeking in the Order not confirmed to be authorised for

17 March 2026

acquisition compulsorily, the compulsory acquisition of such rights will not be justified and there will not be a compelling case in the public interest for the rights sought to be included in any confirmed Order.

3.11 In addition to the more general nature of this objection, in which our clients wish to avoid the creep of unnecessary rights impacting on land in their ownership, our clients also have more specific objections to some of the rights sought over plots included within the Order as follows:

- (a) In respect of plot 1-13, NGET are proposing to acquire overhead line rights which cross a mineral haul road which is leased from them by Holcim UK Limited, however we have seen no analysis to explain how the acquisition of those rights and reliance on them would be undertaken so as not to impact on the use of the minerals haul road and Holcim UK Limited's minerals related activities. As a responsible landlord, our client objects to the acquisition of the rights proposed over this plot of land, and is seeking engagement with NGET for them to confirm how they would be capable of undertaking works in reliance on the rights in an appropriate manner which minimises disruption;
- (b) In respect of plot 1-14, the rights which are proposed to be acquired would potentially conflict with rights over this land which other persons benefit from, and our clients are awaiting feedback from NGET on how those rights have been considered and how those persons will not be unduly adversely affected;
- (c) In respect of plots 1-20 and 1-21 over which access rights are sought in the Order, our clients object to the specific route proposed due to its interference with the current and future use of agricultural buildings. Our clients are seeking to engage with NGET on an alternative route which would not have such impacts, noting that there was no prior consultation with our clients on the proposed access route in this location which would have identified why it is sub-optimal; and
- (d) In respect of plots 2-6 and 2-7 over which access rights are sought in the Order, our clients object to the provision of access across these plots. There are better, and shorter more direct access routes off the adopted public highway which do not encumber our clients land as much as the routes NGET have sought access rights in respect of. Our Clients are seeking to engage with NGET on these alternative routes such that access would not need to be taken over these plots.

3.12 Our clients hold legitimate concerns in respect of the necessity of and justification for the compulsory acquisition of rights over land in their ownership, and in respect of the specific impacts which the acquisition of some of the rights proposed may give rise to which could otherwise be avoided. Accordingly, our clients register their objection to the Order.

#### **4. Administration**

4.1 The registered address for each of our clients is as follows:

The Estate Office Quarry Farm  
Banbury Road  
Great Tew  
Chipping Norton  
OX7 4BT

4.2 Whilst that is the registered address of our clients to which correspondence in relation to the Order and this objection should be issued, we politely request that copies of any correspondence relating to this objection are also issued to:

17 March 2026

(a) [REDACTED] and

(b) [REDACTED]

Yours faithfully

*Town Legal LLP*

**Town Legal LLP**

Our Ref: WBROS\_CPO\_593\_683\_657  
Your Ref: 002702/0001/4131-0530-2374/1/MJ

██████████  
Town Legal LLP  
10 Throgmorton Avenue  
London  
EC2N 2DL

**Ardent West Burton to Ratcliffe-On-Soar  
Project Team**  
36 – 38 Botolph Lane, London, EC3R 8DE  
[WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)  
0203 092 3162

By email only to: ██████████

Date: 13/05/2026

Dear ██████████

**Subject: THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (WEST BURTON TO RATCLIFFE-ON-SOAR REFURBISHMENT PROJECT) (the "Project") COMPULSORY PURCHASE ORDER 2026 (the "Order")**

## **OBJECTION ON BEHALF OF SNSE LIMITED, SNSED LIMITED AND SNSEM LIMITED**

Further to the letter dated 17 March 2026 on behalf of SNSE Limited, SNSED Limited and SNSEM Limited (together, the "Companies"), we write in response to the objection raised in respect of the above-referenced National Grid Electricity Transmission plc ("NGET") Project and Order.

NGET notes that the Companies have freehold and leasehold interests in the Order land. The anticipated works in connection with the Project in these areas fall in the West Burton to High Marnham section and comprise overhead line maintenance works and cabling works (for the purposes of this letter, these works comprise the "Works"). These Works include:

- 1) Overhead line maintenance works - Overhead line rights are sought to enable maintenance of the existing overhead line assets. Works include:
  - a. Steelwork refurbishment and replacement;
  - b. Further refurbishment works including the repair or replacement of the anti-climbing devices and other accessories such as property plates;
  - c. Muffs (concrete caps) and foundation refurbishment; and
  - d. Protection and control settings to be changed where necessary.
  
- 2) Cabling maintenance works - Cabling rights are sought to enable maintenance of the existing cable assets. Works include:
  - a. Repair or replacement of the existing cable;
  - b. replacement of existing cable sealing end compound fencing; and
  - c. Replacement of the existing oil filled cable with new Cable Sealing End terminations and new Gantry.

We address each of the matters raised in the objection letter in turn below.

### Grounds for objection to the Order

NGET notes the Companies' overarching contention that NGET already benefits from existing rights which are sufficient to enable it to undertake and maintain the Works on the Companies' land, and that the statement at paragraph 5.5 of the Statement of Reasons that "*it is not possible to deliver the Project without compulsory acquisition*" is therefore incorrect in respect of the Companies' land. NGET acknowledges that, as stated at paragraph 8.11 of the Statement of Reasons, it has current easements and wayleaves in place with landowners over the existing overhead lines and underground cable routes, and that where appropriate it will be utilising these existing rights to carry out the Project works which are to be delivered in 2026 to meet the required outage dates for the Project.

However, NGET does not accept that the existence of existing easements over the Companies' land renders the compulsory acquisition of the rights sought under the Order unnecessary or unjustified. As explained at paragraph 8.11 of the Statement of Reasons, NGET considers it necessary to include all existing easements as part of the Order to ensure that the full suite of rights required for the Project can be utilised for the Project works and/or the maintenance of the Project going forwards. It is in the public interest to obtain the appropriate security for the electricity supply network through the grant of permanent land rights commensurate with the nature and lifetime of the infrastructure comprised in the Project and NGET's statutory duty to maintain an efficient and robust National Electricity Transmission System.

NGET notes the Companies' point regarding the juxtaposition of NGET's approach to seeking rights over highway land and its approach to the Companies' land. NGET acknowledges that, as stated at paragraph 2.6 of the Statement of Reasons, its approach to the Order is to seek Order rights only for those parts of the Project that are in land which is not within or beneath the public highway, and that NGET will rely on its existing statutory street works powers pursuant to Schedule 4 to the Electricity Act 1989 and the New Roads and Street Works Act 1991 for those parts within or beneath the highway. NGET does not accept, however, that this approach is inconsistent with or undermines the justification for seeking to acquire rights over the Companies' land by compulsion. The statutory street works powers available to NGET in respect of highway land are specific to that context and do not extend to non-highway land. The position in respect of the Companies' land is therefore materially different. NGET's approach to the Order has been designed to minimise the number of interests included in the Order and to support delivery of the Project, and the decision to rely on existing statutory powers in respect of highway land is consistent with that approach. NGET is satisfied that the rights sought over the Companies' land are reasonably necessary for the purposes of the Project and that there is a compelling case in the public interest for their acquisition.

In addition to the above, NGET notes the Companies' specific concerns in respect of certain plots, which are addressed in turn below, and which have also been discussed in a meeting with NGET's land agents, Ardent, and the Companies on 3 March 2026 to discuss the Project, access requirements and the proposal to update the

existing easement agreements. NGET is willing to hold further engagement with the Companies to seek a resolution to the objection.

**(a) Plot 1-13 – Mineral Haul Road**

NGET notes the Companies' concern that the overhead line rights proposed to be acquired over plot 1-13 cross a mineral haul road which is leased from SNSE Limited by Holcim UK Limited. NGET acknowledges the Companies' responsibilities as landlord and is committed to engaging with the Companies to discuss how the works to be carried out (being overhead line maintenance works) would be undertaken so as to minimise disruption to the use of the mineral haul road and to Holcim UK Limited's operations. NGET is willing to discuss with the Companies and, where appropriate, with Holcim UK Limited, the manner in which the works would be carried out and any measures which could be put in place to protect the use of the mineral haul road during the construction and operational phases of the Project.

**(b) Plot 1-14 – Third Party Rights**

NGET notes the Companies' concern that the rights proposed to be acquired over plot 1-14 could potentially conflict with rights over that land which other persons benefit from, and that the Companies are awaiting feedback from NGET on how those rights have been considered and how those persons will not be unduly adversely affected. NGET are aware of the proposals of the third party over plot 1-14, and have held initial meetings and discussions to identify how the proposals can co-exist. NGET is committed to engaging with the Companies and to discuss appropriate arrangements to address the concerns raised regarding the compatibility of the rights sought.

**(c) Plots 1-20 and 1-21 – Access Route and Agricultural Buildings**

NGET notes the Companies' concern that the access rights sought over plots 1-20 and 1-21 interfere with the current and future use of agricultural buildings, and that there was no prior consultation with the Companies on the proposed access route in this location. NGET notes that this was discussed with its land agents, Ardent, in a meeting on 3<sup>rd</sup> March 2026 and NGET would be willing to engage further regarding how interference can be minimised. The anticipated works in connection with the Project in the area of plots 1-20 and 1-21 comprise access rights for overhead line maintenance and as noted, NGET is willing to discuss appropriate arrangements to seek to minimise impacts on current agricultural buildings. NGET is committed to minimising disruption to the Companies during the carrying out of the works and will also seek to agree appropriate access arrangements in advance.

**(d) Plots 2-6 and 2-7 – Alternative Access Routes**

NGET notes the Companies' concern that there are alternate access routes off the adopted public highway which do not encumber the Companies' land to the same extent as the routes over which access rights are sought in the Order in respect of plots 2-6 and 2-7. As above, NGET notes that this was discussed during the initial meeting

of 3<sup>rd</sup> March 2026 and is willing to hold further discussions to agree appropriate access arrangements. The anticipated works in connection with the Project in the area of plots 2-6 and 2-7 comprise access rights for overhead line maintenance. The access routes have sought to utilise existing field entrances, and route along the edges of fields to minimise impact. NGET is committed to minimising disruption to the Companies during the carrying out of the works and will seek to agree appropriate access arrangements in advance.

NGET is committed to engaging constructively with the Companies to understand the precise extent of the overlap between the Order land and the land in which the Companies have an interest, and to discuss the works to be undertaken in those areas. NGET is willing to work with the Companies with a view to agreeing appropriate measures to ensure that the interface between the Project and the Companies' proposed developments is appropriately managed and that any impact upon those developments is minimised. NGET remains fully committed to continuing to progress negotiations with the Companies throughout the CPO process with a view to acquiring the necessary rights by agreement, where possible.

We would be grateful if you could confirm the Companies' willingness to continue to engage in discussions with a view to agreeing a resolution and withdrawing the objection to the Order.

If you require any assistance, please get in touch with Ardent on 0203 092 3162 or via email: [WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)

Yours sincerely,

[Redacted]  
[Redacted]  
**National Grid Lands Team**

cc: [Redacted] The Company Secretary, SNSE Limited, SNSEM Limited and SNSED Limited at Estate Office Quarry Farm, Banbury Road, Great Tew, Chipping Norton, OX7 4BT



**OBJ20**



Pinsent Masons

E-MAIL TO [REDACTED]

[REDACTED]  
Department for Energy Security and Net Zero  
Electricity Networks Planning  
Consenting and Communities  
3 Whitehall Place  
London  
SW1A 2EG

E [REDACTED]

20 March 2026

Dear [REDACTED]

**THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (WEST BURTON TO RATCLIFFE-ON-SOAR REFURBISHMENT PROJECT) COMPULSORY PURCHASE ORDER 2026 (THE "CPO")  
OBJECTION TO CONFIRMATION OF CPO**

We are instructed by Tillbridge Solar Limited ("**TSL**") to lodge an objection to the CPO made by National Grid Electricity Transmission plc ("**NGET**") on 12 February 2026.

TSL is the undertaker for and has the benefit of The Tillbridge Solar Project Order 2025 (as amended) (the "**Order**") which authorises TSL to construct, operate, maintain and decommission a ground mounted solar photovoltaic generating station with a gross electrical output capacity over 50 megawatts and associated development (the "**Scheme**").

The Order contains a variety of powers for the benefit of TSL that relate to land which, in some areas, overlaps with land over which the CPO is sought, including compulsory acquisition and temporary use powers. The Order was registered as a local land charge for the extent of the Order limits.

The CPO order failed to identify the overlap of the CPO with the Scheme's Order Limits. As such, TSL's interest as a qualifying person under section 12 of the Acquisition of Land Act 1981 (the "**ALA 1981**") was not identified. TSL therefore did not receive the CPO notice and was only just made aware of the Order informally.

We are aware that the deadline for objections to the CPO was stated to be 19 March 2026 in the public CPO Notice. However, Tribus Energy Limited, one of the joint venture partners for TSL, received a letter dated 6 March 2026 acknowledging NGET had not notified it of the CPO at the same time as other qualifying persons. The letter therefore confirmed qualifying persons who were not formally notified of the CPO have been given a deadline of 31 March 2026 to object to the CPO and advised Tribus Energy Limited to disregard the submission timescales enclosed in the CPO notice. It is not clear if that letter was intended to apply to the Tillbridge Solar DCO, or

Pinsent Masons LLP

30 Crown Place Earl Street London EC2A 4ES

T +44 (0) 20 7418 7000 F +44 (0) 20 7418 7050 DX 157620 Broadgate

Pinsent Masons LLP is a limited liability partnership, registered in England and Wales (registered number: OC333653) authorised and regulated by the Solicitors Regulation Authority (registration number: 471972) and the appropriate jurisdictions in which it operates. Reference to 'Pinsent Masons' is to Pinsent Masons LLP and/or one or more of the affiliated entities that practise under the name 'Pinsent Masons' as the context requires. The word "partner", used in relation to the LLP, refers to a member or an employee or consultant of the LLP or any affiliated firm, with equivalent standing. A list of members of Pinsent Masons, those non-members who are designated as partners, and non-member partners in affiliated entities, is available for inspection at our offices or at [www.pinsentmasons.com](http://www.pinsentmasons.com)

For a full list of the jurisdictions where we operate, see [www.pinsentmasons.com](http://www.pinsentmasons.com)



the Trent Battery Energy Storage Solution planning application also being promoted by Tribus Energy Limited within the footprint of the CPO. However, regardless of the intended receipt of that letter, we trust that the letter indicates that it is accepted by NGET that non-notified qualifying persons may validly submit an objection prior to 31 March 2026. In any case, we consider the letter confirms the submission of this objection by TSL to the CPO does not prejudice NGET, despite being submitted one day past the deadline stated on the formal public notice.

In respect of the overlap between the TSL Scheme and the CPO, as TSL has not been formally notified, it has not been provided with a comprehensive list of affected plot references by NGET. However, we understand that the overlap between the CPO and Scheme order limits occurs generally on sheets 4-6 of NGET CPO plans. We refer DESNZ to the final Order Limits for the TSL Scheme as held on the Planning Inspectorate website at: <https://nsip-documents.planninginspectorate.gov.uk/published-documents/EN010142-000222-2.2%20Land%20and%20Crown%20Land%20Plan.pdf>

TSL is willing to work with NGET to agree a resolution. However, until such a resolution is agreed, TSL must object to the CPO to ensure that its rights and powers under the Order remain in place and are not extinguished, or interfered with, by the CPO – such that the Scheme remains deliverable by TSL.

This letter constitutes both: (1) TSL's objection to the confirmation of the CPO; and (2) a representation made by TSL under section 16 of the ALA 1981, given TSL's status as a statutory undertaker holding an electricity generation licence.

Please acknowledge receipt of this letter to the contact details provided above.

Yours sincerely

*Pinsent Masons LLP*

Pinsent Masons LLP

Our Ref: WBROS\_CPO\_1024

[REDACTED]  
Pinsent Masons LLP  
30 Crown Place  
London  
EC2A 4ES

**Ardent West Burton to Ratcliffe-On-Soar  
Project Team**

36 – 38 Botolph Lane, London, EC3R 8DE  
[WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)  
0203 092 3162

By email only to [REDACTED]

Date: 13/05/2026

Dear [REDACTED]

**Subject: THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (WEST BURTON TO RATCLIFFE-ON-SOAR REFURBISHMENT PROJECT) (the "Project") COMPULSORY PURCHASE ORDER 2026 (the "Order")**

## OBJECTION ON BEHALF OF TILLBRIDGE SOLAR LIMITED

Further to your letter dated 20 March 2026 on behalf of Tillbridge Solar Limited ("TSL"), we write in response to the objection raised in respect of the above-referenced National Grid Electricity Transmission ("NGET") Project and Order. We note the concerns expressed regarding the potential impact of the Order upon TSL's rights and powers under The Tillbridge Solar Project Order 2025 (as amended) (the "TSL Order"), which authorises TSL to construct, operate, maintain and decommission a ground mounted solar photovoltaic generating station and associated development (the "Scheme").

By way of background explanation, NGET notes that the land over which the Order is sought overlaps, in certain areas, with the order limits of the TSL Order, generally in the area of sheets 5 and 6 of the CPO plans. The overlap is between the spans of towers ZDA222 and ZDA225, and ZDA226 and ZDA228A. This area falls within the West Burton to High Marnham (A403) section.

The works in this area comprise maintenance works as follows:

- 1) Overhead line maintenance works - Overhead line rights are sought to enable maintenance of the existing overhead line assets. Works include:
  - a) Replacement of conductors, earthwires, insulators, and fittings;
  - b) Steelwork refurbishment and replacement;
  - c) Further refurbishment works including the repair or replacement of the anti-climbing devices and other accessories such as property plates;
  - d) Muffs (concrete caps) and foundation refurbishment; and
  - e) Protection and control settings to be changed where necessary.

2) Cabling maintenance works - Cabling rights are sought to enable maintenance of the existing cable assets.

Works include:

- a) Repair or replacement of the existing cable;
- b) replacement of existing cable sealing end compound fencing; and
- c) Replacement of the existing oil filled cable with new Cable Sealing End terminations and new Gantry.

The rights sought are to access the land to allow maintenance.

NGET is committed to engaging with TSL to understand the precise extent of the overlap between the Order land and the Scheme's order limits and to discuss the works to be undertaken in those areas. NGET is willing to work with TSL with a view to agreeing appropriate measures to ensure that the interface between the Order and the TSL Order is appropriately managed to allow co-existence and that any impact upon the Scheme is minimised. In any event, NGET anticipates these interactions being limited, as the works relate to existing assets which should have been accounted for in the design of TSL's Scheme, with NGET's asset protection requirements secured via protective provisions within the TSL Order.

With respect to notice being given to your client of the making of the Order, we note this was sent to Tillbridge Solar Limited, addressed to its Company Secretary at its registered address. In terms of TSL's interests in the Order land, NGET's land agent, Ardent, will follow up with you separately to confirm evidence of the interest held in plots so that we can update our landownership records as appropriate. In relation to the generation licence held by TSL, we have been unable to find confirmation of this in Ofgem's list of electricity licences and would be grateful if you could send us details of the licence held by TSL.

We trust that the above demonstrates NGET's commitment to working collaboratively with TSL to resolve this matter and would be grateful if you could confirm your client's willingness to engage in discussions with a view to agreeing a resolution and withdrawing the objection to the Order.

If you require any assistance, please get in touch with Ardent on 0203 092 3162 or via email: [WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)

Yours sincerely,

[Redacted signature]

**National Grid Lands Team**

cc: The Company Secretary, Tillbridge Solar Limited at 22 Grosvenor Gardens, London, SW1W 0DH

**OBJ21**

31 March 2026

The Department for Energy Security and Net Zero  
Electricity Networks Planning  
Consenting and Communities  
3 Whitehall Place  
London SW1A 2EG

Your Ref:

Our Ref: TAE/SHX/404585-7

By email only to: [REDACTED]

Dear The Department for Energy Security and Net Zero

## **The National Grid Electricity Transmission PLC (West Burton to Ratcliffe-on-Soar Refurbishment Project) Compulsory Purchase Order 2026**

### **Objection on behalf of Tribus Clean Energy Limited and associated companies**

1. This firm acts for Tribus Clean Energy Limited (company no. 11494471) ("Tribus") and the associated companies Trent BESS I Limited (company no. 15567018) ("Trent BESS I") and Trent BESS II Limited (company no. 14548773) ("Trent BESS II") together "the Companies".
2. This objection is made on behalf of the Companies in relation to their respective interests in land affected by the proposed National Grid Electricity Transmission PLC (West Burton to Ratcliffe-on-Soar Refurbishment Project) Compulsory Purchase Order 2026 ("the Order") and the proposed refurbishment of the 400kV single circuits: West Burton to High Marnham, High Marnham to Stoke Bardolph, Ratcliffe-on-Soar to Stoke Bardolph ("the WRRE Project") and Cottam to Staythorpe 1 ("the SCRE Project"), together "the Project".
3. Further to this objection all correspondence to the Companies should be addressed to [REDACTED] Email correspondence is preferred but postal correspondence should be to [REDACTED] Tribus Clean Energy Limited, 2 Crossways Business Centre, Bicester Road, Kingswood, Aylesbury HP18 0RA.
4. We are instructed to make the following objections to the Order in respect of: the areas of land over which the compulsory acquisition of rights would be authorised by the Order; the scope of the rights sought under the Order; and other land that may be affected by the Project. The Companies do not object to the principle of the Project which seeks to deliver important upgrades to the electricity network, but the Order should not be confirmed without a satisfactory resolution to the matters raised in this objection.

### **Trent BESS II – land at Torksey Ferry Road**

5. Trent BESS II has the benefit of an option for lease dated 15 July 2025 over land south of Torksey Ferry Road, Rampton, Nottinghamshire registered at HM Land Registry under title reference

NT372592 and shown edged red on the plan at Annex 1 ("the Torksey Ferry Road Site"). Plot 6-7 in the Order is entirely within the Torksey Ferry Road Site.

6. By way of a planning application to Bassetlaw District Council under reference 24/01470/FUL ("the BESS Application"), Trent BESS II has applied to develop the Torksey Ferry Road Site as follows:

*"Proposed Development of a Battery Energy Storage System (BESS) (with a storage capacity of up to 500 MW) and Associated Plant and Equipment to Allow for the Storage, Importation and Exportation of Energy to the National Grid Together with Access Improvements, Landscaping and Associated Works (revised description)"*

7. Bassetlaw District Council has resolved to grant the BESS Application subject to the completion of a section 106 planning obligation, which is in the process of being finalised and will allow for planning permission to be issued. It is expected planning permission further to the BESS Application will be granted within the coming weeks, following which Trent BESS II expects to exercise its option for lease of the Torksey Ferry Road Site.
8. The part of the Torksey Ferry Road Site comprising Plot 6-7 of the Order will form part of a secure BESS site once developed and includes land required for the on-site substation and a perimeter bund, as shown indicatively on the overlay plan at Annex 2. Trent BESS II objects to the inclusion of this land within the Order as the broad rights sought (including the right to restrict access to the land) are incompatible with the safe construction and operation of a BESS facility. Trent BESS II further objects to the rights sought over plot 6-4 (being part of the highway known as Torksey Ferry Road) in the absence of any provision to ensure continued safe access to the Torksey Ferry Road Site via the public highway during its construction or operational phases.
9. Trent BESS II holds an electricity generation licence under section 6A(5) of the Electricity Act 1989, annexed to this letter at Annex 3. As such Trent BESS II is a statutory undertaker and following exercise of its option will hold the land comprising the Torksey Ferry Road Site for the purposes of its undertaking. The Secretary of State will need to be satisfied that the rights over this land can be purchased without serious detriment to the undertaking. It is apparent that given the broad nature of the rights sought under the Order, and the potential for direct interference with the construction and operation of the Torksey Ferry Road Site, Trent BESS II may suffer serious detriment to its undertaking as a result of the Project and exercise of rights under the Order.
10. National Grid Electricity Transmission plc ("NGET") has prepared a Statement of Reasons in support of the Order, and at paragraph 11 NGET acknowledges the consent of the Gas and Electricity Markets Authority ("GEMA") is also required to confirm an Order involving the acquisition of land belonging to another electricity generation licence holder. Such consent should not be given if the relevant land is or will be used pursuant to the licensed activity (paragraph 2 Schedule 3 Electricity Act 1989). In our view the proposed use of the Torksey Ferry Road Site as described would satisfy the test in paragraph 2 and as such GEMA consent cannot be given at this time.
11. It should also be noted that NGET was consulted during consideration of the BESS Application, and following an initial holding objection, withdrew its objection following confirmation of the compliance of the proposed development with statutory clearances. The proposed Project was not raised by NGET as a consideration.

**Trent BESS II – land southwest of Church Laneham, Chequers Lane, Dunham on Trent, Nottinghamshire**

12. Trent BESS II also has the benefit of an option for lease dated 15 July 2025 over land southwest of Church Laneham, Chequers Lane, Dunham on Trent, Nottinghamshire registered at HM Land Registry under title reference NT346929 and shown edged red on the plan at Annex 4 ("the FCA Site").
13. By way of a planning application to Bassetlaw District Council under reference 24/01471/FUL ("the FCA Application"), Trent BESS II has applied to undertake development at the FCA Site to provide flood compensation works in association with the BESS development at the Torksey Ferry Road Site, as follows:

*"Proposed Development of a Compensatory Flood Management Area comprising the excavation and exportation of soil, the reprofiling of land, a new vehicular access and egress, the reinstatement of vegetation and associated works to be constructed"*

14. Bassetlaw District Council has resolved to grant the FCA Application subject to the completion of a section 106 planning obligation, which is in the process of being finalised and will allow for planning permission to be issued. It is expected planning permission further to the FCA Application will be granted within the coming weeks, following which Trent BESS II expects to exercise its option for lease of the FCA Site.
15. The indicative overlay plan at Annex 5 shows parts of the FCA Site are included within the Order, including plots 8-1, 8-2, 8-3 and 8-8 at its western extent (overhead line rights and oversail rights) and plots 8-4, 8-5 and 8-6 (access rights).
16. Trent BESS II objects to the inclusion of the above plots in Order owing to the breadth of the rights sought. The access rights include extensive ancillary rights that could make the FCA Site inaccessible to Trent BESS II during the construction phase of the flood compensation scheme. Similarly we note the exercise of the overhead line rights and oversail rights over plot 8-8 could render the FCA Site inaccessible.
17. As was the case for the BESS Application, NGET was consulted during consideration of the FCA Application. NGET confirmed it was satisfied with the proposals on the basis statutory clearances from its apparatus are adhered to. The proposed Project was not raised by NGET as a consideration.

19. 

20. We reserve the right to make further representations on behalf of Trent BESS I and seek positive engagement with NGET to address any matters arising from the proposed acquisition of rights under the Order.

Please confirm receipt of this letter.

Yours faithfully

A handwritten signature in black ink, appearing to read "Ashfords LLP", with a horizontal line underneath the letters "LLP".

**Ashfords LLP**

Enc.

Our Ref: WBROS\_CPO\_1026

██████████  
Tribus Clean Energy Limited  
2 Crossways Business Centre  
Bicester Road  
Kingswood  
Aylesbury  
HP18 0RA

**Ardent West Burton to Ratcliffe-On-Soar**

**Project Team**

36 – 38 Botolph Lane, London, EC3R 8DE  
[WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)  
0203 092 3162

Date: 13/05/2026

Dear ██████████,

**Subject: THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (WEST BURTON TO RATCLIFFE-ON-SOAR REFURBISHMENT PROJECT) (the "Project") COMPULSORY PURCHASE ORDER 2026 (the "Order")**

## **OBJECTION ON BEHALF OF TRIBUS CLEAN ENERGY LIMITED AND ASSOCIATED COMPANIES**

Further to your letter dated 31 March 2026 submitted by Ashfords LLP on behalf of Tribus Clean Energy Limited ("Tribus"), Trent BESS I Limited ("Trent BESS I") and Trent BESS II Limited ("Trent BESS II") (together, the "Companies"), we write in response to the objection raised in respect of the above-referenced National Grid Electricity Transmission plc ("NGET") Project and Order. We note that the Companies do not object to the principle of the Project, which seeks to deliver important upgrades to the electricity network, but contend that the Order should not be confirmed without a satisfactory resolution to the matters raised in their objection. We address each of those matters in turn below.

### **Trent BESS II – Land at Torksey Ferry Road**

NGET notes that Trent BESS II has the benefit of an option for lease over land south of Torksey Ferry Road, Rampton, Nottinghamshire (registered under title reference NT372592) (the "Torksey Ferry Road Site"), and that plot 6-7 in the Order falls entirely within that site. This Plot relates to tower ZDA228A: the works at this tower are part of the West Burton to High Marnham section. The works in connection with the Project in this area comprise overhead line maintenance works.

Overhead line rights are sought to enable maintenance of the existing overhead line assets. Works include:

- a. Steelwork refurbishment and replacement;
- b. Further refurbishment works including the repair or replacement of the anti-climbing devices and other accessories such as property plates;

- c. Muffs (concrete caps) and foundation refurbishment; and
- d. Protection and control settings to be changed where necessary.

NGET further notes that Trent BESS II has applied to develop the Torksey Ferry Road Site as a Battery Energy Storage System ("BESS") facility with a storage capacity of up to 500 MW, and that Bassetlaw District Council has resolved to grant planning permission subject to the completion of a section 106 planning obligation.

NGET acknowledges Trent BESS II's concern that the rights sought under the Order over plot 6-7, including rights which may restrict access to the land, are potentially incompatible with the safe construction and operation of a BESS facility. NGET also notes the concern raised in respect of plot 6-4 (being part of the highway known as Torksey Ferry Road) and the need to ensure continued safe access to the Torksey Ferry Road Site during its construction and operational phases.

NGET is committed to engaging with Trent BESS II to understand the precise extent of the overlap between the Order land and the Trent BESS II proposals and to discuss the works to be undertaken in that location. NGET is willing to work with Trent BESS II with a view to agreeing appropriate measures to ensure that the interface between the Project and the proposals is appropriately managed to allow co-existence and that any impact upon the proposals is minimised. In any event, NGET anticipates these interactions being limited, as the works relate to existing assets which should have been accounted for in the design of Trent BESS II's scheme.

#### **GEMA Consent**

NGET notes the comments on behalf of Trent BESS II in relation the requirement to obtain the consent of the Gas and Electricity Markets Authority ("GEMA"). NGET is aware of its obligations in this respect and will continue to engage with the relevant regulatory authorities, as appropriate, in connection with the confirmation of the Order and will be able to update Trent BESS II in this respect in due course.

#### **Trent BESS II – Land Southwest of Church Laneham, Chequers Lane, Dunham on Trent (the "FCA Site")**

NGET notes that Trent BESS II also has the benefit of an option for lease over land southwest of Church Laneham, Chequers Lane, Dunham on Trent, Nottinghamshire (registered under title reference NT346929) (the "FCA Site"), and that parts of the FCA Site are included within the Order, including plots 8-1, 8-2, 8-3 and 8-8 (over which overhead line rights and oversail rights are sought) and plots 8-4, 8-5 and 8-6 (over which access rights are sought). These Plots lie between towers ZDA235 and ZDA239, and fall within the West Burton to High Marnham section. The anticipated works in connection with the Project in this area comprise overhead line maintenance.

Overhead line rights are sought to enable maintenance of the existing overhead line assets. Works include:

- a. Steelwork refurbishment and replacement;
- b. Further refurbishment works including the repair or replacement of the anti-climbing devices and other accessories such as property plates;
- c. Muffs (concrete caps) and foundation refurbishment; and
- d. Protection and control settings to be changed where necessary.

NGET further notes that Trent BESS II has applied to develop the FCA Site to provide flood compensation works in association with the BESS development at the Torksey Ferry Road Site, and that Bassetlaw District Council has resolved to grant planning permission subject to the completion of a section 106 planning obligation. NGET acknowledges Trent BESS II's concern that the breadth of the access rights sought over plots 8-4, 8-5 and 8-6 could render the FCA Site inaccessible during the construction phase of the flood compensation scheme, and that the exercise of the overhead line rights and oversail rights over plot 8-8 could similarly affect access to the FCA Site.

As with the comments above on the Torksey Ferry Road Site, NGET is committed to engaging with Trent BESS II to understand the precise extent of that interface and to discuss the works to be undertaken in this location. NGET is willing to discuss with Trent BESS II whether appropriate arrangements can be agreed to ensure that the FCA Site remains accessible during the construction phase of the flood compensation scheme.

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

In terms of the Companies' interests in the Order land, NGET's land agent, Ardent, will follow up with you separately to confirm evidence of the interest held in plots so that we can update our landownership records as appropriate.

We trust that the above demonstrates NGET's commitment to working collaboratively with the Companies to resolve the matters raised in the objection. NGET notes the Companies' indication that they do not object to the principle of the Project and welcomes the opportunity to continue to progress discussions with a view to reaching an agreed resolution at the earliest opportunity. We would be grateful if you could confirm the Companies' willingness to engage in discussions with a view to agreeing a resolution and withdrawing the objection to the Order.

If you require any assistance, please get in touch with Ardent on 0203 092 3162 or via email: [WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)

Yours sincerely,

[Redacted]

[Redacted]

**National Grid Lands Team**

cc: [Redacted]

[Redacted]



**OBJ22**



Pinsent Masons

BY E-MAIL TO [REDACTED]

[REDACTED]  
Department for Energy Security and Net Zero  
Electricity Networks Planning  
Consenting and Communities  
3 Whitehall Place  
London  
SW1A 2EG

691336

E [REDACTED]

19 March 2026

Dear [REDACTED]

**THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (WEST BURTON TO RATCLIFFE-ON-SOAR REFURBISHMENT PROJECT) COMPULSORY PURCHASE ORDER 2026 (THE "CPO")  
OBJECTION TO CONFIRMATION OF CPO**

We are instructed by West Burton Solar Project Limited ("**WBSPL**") to lodge an objection to the CPO made by National Grid Electricity Transmission plc ("**NGET**") on 12 February 2026.

WBSPL is the undertaker for and has the benefit of The West Burton Solar Project Order 2025 (as amended) (the "**Order**") which authorises WBSPL to construct, operate, maintain and decommission a ground mounted solar photovoltaic generating station with a gross electrical output capacity over 50 megawatts and associated development (the "**Scheme**").

The Order contains a variety of powers for the benefit of WBSPL that relate to land which, in some areas, overlaps with land over which the CPO is sought, including compulsory acquisition and temporary use powers. WBSPL has reviewed the CPO plans to identify the relevant overlapping plots.

The relevant plots on the CPO plans provided by NGET are 1-3, 1-4, 1-5, 1-6, 1-8, 1-9, 1-11, 1-13, 1-14, 1-15, 1-16, 1-17, 1-18, 1-25, 1-26, and 1-27. It is for these reasons that WBSPL is a qualifying person under section 12 of the Acquisition of Land Act 1981 (the "**ALA 1981**").

WBSPL is willing to work with NGET to agree a resolution. However, until such a resolution is agreed, WBSPL must object to the CPO to ensure that its rights and powers under the Order remain in place and are not extinguished, or interfered with, by the CPO – such that the Scheme remains deliverable by WBSPL.

This letter constitutes both: (1) WBSPL's objection to the confirmation of the CPO; and (2) a representation made by WBSPL under section 16 of the ALA 1981, given WBSPL's status as a statutory undertaker holding an electricity generation licence.

Pinsent Masons LLP

30 Crown Place Earl Street London EC2A 4ES

T +44 (0) 20 7418 7000 F +44 (0) 20 7418 7050 DX 157620 Broadgate

Pinsent Masons LLP is a limited liability partnership, registered in England and Wales (registered number: OC333653) authorised and regulated by the Solicitors Regulation Authority (registration number: 471972) and the appropriate jurisdictions in which it operates. Reference to 'Pinsent Masons' is to Pinsent Masons LLP and/or one or more of the affiliated entities that practise under the name 'Pinsent Masons' as the context requires. The word "partner", used in relation to the LLP, refers to a member or an employee or consultant of the LLP or any affiliated firm, with equivalent standing. A list of members of Pinsent Masons, those non-members who are designated as partners, and non-member partners in affiliated entities, is available for inspection at our offices or at [www.pinsentmasons.com](http://www.pinsentmasons.com)

For a full list of the jurisdictions where we operate, see [www.pinsentmasons.com](http://www.pinsentmasons.com)



Please acknowledge receipt of this letter to the contact details provided above.

Yours sincerely

*Pinsent Masons LLP*

Pinsent Masons LLP

Our Ref: WBROS\_CPO\_1003

██████████  
Pinsent Masons LLP  
30 Crown Place  
London  
EC2A 4ES

**Ardent West Burton to Ratcliffe-On-Soar  
Project Team**  
36 – 38 Botolph Lane, London, EC3R 8DE  
[WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)  
0203 092 3162

By email only to: ██████████

Date: 13/05/2026

Dear ██████████

**Subject: THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (WEST BURTON TO RATCLIFFE-ON-SOAR REFURBISHMENT PROJECT) (the "Project") COMPULSORY PURCHASE ORDER 2026 (the "Order")**

## OBJECTION ON BEHALF OF WEST BURTON SOLAR PROJECT LIMITED

Further to your letter dated 19 March 2026 on behalf of West Burton Solar Project Limited ("WBSPL"), we write in response to the objection raised in respect of the above-referenced National Grid Electricity Transmission plc ("NGET") Project and Order. We note the concerns expressed regarding the potential impact of the Order upon WBSPL's powers under The West Burton Solar Project Order 2025 (as amended) (the "WBSPL Order"), which authorises WBSPL to construct, operate, maintain and decommission a ground mounted solar photovoltaic generating station with a gross electrical output capacity over 50 megawatts and associated development (the "Scheme").

By way of background explanation, NGET notes that the land over which the Order is sought overlaps, in certain areas, with the order limits of the WBSPL Order, in the areas shown on sheet 1 of the Order maps. The overlap is north of tower ZDA211, up to and including Cottam substation and North Road.

The anticipated works in the area north of tower ZDA211, where there is interaction between the Order and the WBSPL Order as described above, are:

- 1) West Burton- Cable Works - The existing underground cable section at West Burton is to be uprated which requires the following works to be undertaken:
  - a. Extension and replacement of existing cable sealing end compound fencing;
  - b. Replacement of the existing oil filled cable with new Cable Sealing End terminations and new Gantry; and
  - c. Installation of new switchgear in the form of new Earth switches, surge arrestors and post insulators.

The rights sought are to access the land to undertake the above works as well as to allow maintenance of the cable assets (for example repairing of cables and accessories).

- 2) Overhead line maintenance works - Overhead line rights are sought to enable maintenance of the existing overhead line assets. Works could include:
- a. Replacement of conductors, earthwires, insulators, and fittings;
  - b. Steelwork refurbishment and replacement;
  - c. Further refurbishment works including the repair or replacement of the anti-climbing devices and other accessories such as property plates;
  - d. Muffs (concrete caps) and foundation refurbishment; and
  - e. Protection and control settings to be changed where necessary.

To carry out the above, access rights over access routes are also sought.

Initial meetings have taken place between NGET and WBSPL and NGET is committed to engaging with WBSPL to understand the precise extent of the overlap between the Order land and the Scheme's order limits and to discuss the works to be undertaken in those areas. NGET is willing to work with WBSPL with a view to agreeing appropriate measures to ensure that the interface between the Order and the WBSPL Order is appropriately managed to allow co-existence and that any impact upon the Scheme is minimised. In any event, NGET anticipates these interactions being limited, as the works relate to existing assets which should have been accounted for in the design of WBSPL's Scheme, with NGET's asset protection requirements secured via protective provisions within the WBSPL Order.

In terms of WBSPL's interests in the Order land, NGET's land agent, Ardent, will follow up with you separately to confirm evidence of the interest held in plots so that we can update our landownership records as appropriate.

We trust that the above demonstrates NGET's commitment to working collaboratively with WBSPL to resolve this matter and would be grateful if you could confirm your client's willingness to engage in discussions with a view to agreeing a resolution and withdrawing the objection to the Order.

If you require any assistance, please get in touch with Ardent on 0203 092 3162 or via email: [WestBurton-RatcliffeOnSoar@ardent-management.com](mailto:WestBurton-RatcliffeOnSoar@ardent-management.com)

Yours sincerely,

  
  
**National Grid Lands Team**

cc: The Company Secretary, West Burton Solar Project Limited at Unit 25.7 Coda Studios, 189 Munster Road, London, SW6 6AW