

LAND AND NEGOTIATIONS EVIDENCE

24 JULY 2026

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

STATEMENT OF EVIDENCE

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1. **QUALIFICATIONS AND EXPERIENCE**

- 1.1 My name is Daniel Harper and I am a Director at Ardent Management Limited ("**Ardent**"), and a former Senior Surveyor for National Grid Electricity Transmission plc ("**NGET**").
- 1.2 I am a Member of the Royal Institution of Chartered Surveyors ("**RICS**") having qualified as a member in 2004, and I am also a Fellow of the Central Association of Agricultural Valuers having qualified in 2005. I obtained a Post Graduate Diploma in Rural and Environmental Land Management from Harper Adams University, having previously obtained a BSc in Agriculture from the same establishment.
- 1.3 I have worked for Ardent since 2023 as a Director in the Utilities team working across a range of utility projects across water, gas, electricity and on shore wind sectors. I have acted for the acquiring authority in each case providing advice on land related matters.
- 1.4 Prior to joining Ardent, I worked as an in-house Senior Surveyor for NGET providing advice and support to NGET's regional land teams on acquisitions, property agreements and compensation. In addition, I managed a portfolio of claims and led on land rights for major infrastructure schemes, including Richborough Connection Project (20KM overhead line in Kent), the second French Interconnector in Hampshire and London Power Tunnels 2.
- 1.5 Within my current role supporting NGET, I oversee the land rights negotiations with those affected by the Project, which includes discussions related to resolving objections. I have been directly involved in some negotiations and provided overarching guidance to NGET on other negotiations as well as providing advice to NGET regarding the Compulsory Purchase Order.

2. **INVOLVEMENT WITH THE PROJECT**

- 2.1 The West Burton to Ratcliffe on Soar Refurbishment Project (the "**Project**") to which the NGET (West Burton to Ratcliffe on Soar Refurbishment Project) Compulsory Purchase Order 2026 (the "**Order**", **CD, C01**) relates is a program of works to reconductor approximately 106 kilometres ("**km**") of single circuits which transmit electricity. The Project comprises two sub projects. The first sub-project comprises the works between West Burton 400kV Substation to High Marnham 400kV Substation, High Marnham 400kV Substation to Stoke Bardolph 400kV Substation and Stoke Bardolph 400kV Substation to Ratcliffe-on-Soar 400kV Substation and is known as the ("**WRRE Project**"). The second sub project comprises the works to the Overhead line route between Staythorpe 400kV Substation and Cottam 400kV Substation, known as the ("**SCRE Project**"). The Project works are more fully described in the evidence of Ms Evans (**NGET/LE/1**) and Mr Kirby (**NGET/WK/1**) and throughout this statement of evidence I refer to these works as the Project.
- 2.2 Ardent were instructed in 2024 to undertake initial land referencing with desktop studies undertaken to establish Land Registry title information together with known information about landowners and occupiers in the area. Following which Ardent were instructed to engage with the relevant parties to acquire the land rights required to deliver the Project.

3. **INTRODUCTION AND SCOPE OF EVIDENCE**

- 3.1 I have overseen the Project since instruction, so I am aware of the Project and have been involved with the preparation of the Order documents. I have familiarised myself with the properties affected and the locality of the various sites where the works are to take place by attending these locations and viewing from the public highway. I have also attended meetings with the wider Project team.
- 3.2 Ardent employ a number of staff to undertake land agency work on a project of this scale. Key members of the team on this Project are Ben Johnson MRICS who led the work from commencement, supported by Sophie Rathore MRICS and Kieran Craddock AssocRICS. They were responsible for delivery of the Project on a daily basis and reporting progress to NGET. In their roles they undertook negotiations with

landowners and organised access for surveys utilising junior team members to support them as necessary. In addition, Kieran Craddock led the process of land referencing. In writing this Statement, I have had regard to information passed to me by those members of staff. In addition, I have been given information by NGET, in particular by Robert Govier MRICS, who is NGET's lead surveyor for this Project. Information has also been provided from NGET's Solicitors, Herbert Smith Freehills Kramer LLP and the wider Project team has also been considered.

- 3.3 This proof is one of four statements of evidence on behalf of NGET and, where necessary, I refer to the statements of evidence of the following:
 - 3.3.1 Ms Evans- Project Evidence (**NGET/LS/1**);
 - 3.3.2 Mr Kirby-Engineering Evidence (**NGET/WK/1**); and
 - 3.3.3 Mr Jarvis- Town Planning Evidence (**NGET/PJ/1**).
- 3.4 In this statement of evidence, I:
 - 3.4.1 provide a description of the land and rights which are included in the Order, collectively herein referred to as (the "**Order Land**") (**Section 4**);
 - 3.4.2 describe the need for the Order Land, including providing a description of the land and the new rights that are required in order to deliver the Project (**Section 5**);
 - 3.4.3 describe the acquisition strategy pursued by NGET in respect of the Order (**Section 6**);
 - 3.4.4 explain the status of negotiations with ordinary landowners (i.e. landowners other than the owners of special category land) at the time of writing, including the extent of land and rights already acquired by agreement (**Section 7**);
 - 3.4.5 explain how NGET has complied with the Ministry of Housing, Communities and Local Government's Guidance on the Compulsory Purchase Process (June 2026) ('the **CPO Guidance**') (**CD, B18**) with respect to attempts to acquire by agreement (**Section 8**);
 - 3.4.6 provide a response to matters raised by objectors to the Order (**Section 9**); and
 - 3.4.7 provide my conclusions (**Section 10**).

4. **DESCRIPTION OF ORDER LAND**

Overview of the Order Land

- 4.1 The Order Land (which is shown coloured pink where all estates and interests are being acquired or blue where only new rights are being acquired on the maps (the "**Order Maps**") that accompany the Order) (**CD, C02**) is described in more detail below.
- 4.2 The Order land is a corridor of land within which sit existing overhead electric lines ("**OHL**") along with their Towers. In addition, land over which access is required along with passing places and areas of land required for construction compounds and other ancillary uses required to facilitate the Project is included within the Order.
- 4.3 The Order land is predominantly agricultural land over which primarily rights are sought and is a mixture of arable and grassland. A more detailed description is given under the heading 'Nature of the Order Land', further below.
- 4.4 The Order land covers the land and rights required for the whole Project, comprising the two sub projects WRRE & SCRE.

Freehold land

- 4.5 The Order Land that NGET seeks to acquire is shown coloured pink on the Order Maps and comprises a limited number of Plots (specifically Plots 5-19, 5-20, 5-24, 5-26, 25-14, 25-15, 25-16, 25-28, 25-29, 25-30, 25-31, 26-32, 39-12 and 39-14).

- 4.6 Plots 5-19, 5-20, 5-24, 5-26, 26-32, 39-12 and 39-14 relate to land that NGET already owns the freehold. The plots are included in the Order because it is subject to other rights/interests (principally in respect to mines and minerals). Freehold acquisition is necessary to ensure that NGET have the necessary exclusive possession and control of the land required for the safe construction, operation and maintenance of the Projects works within the substation areas.
- 4.7 Plots 25-14, 25-15, 25-16, 25-28, 25-29, 25-30 and 25-31 relate to land to be acquired for the purposes of the National Grid Electricity Distribution plc ("**NGED**") diversion works. It is expected that these works will be undertaken under a voluntary agreement between NGED and the landowners. NGET is taking a proportionate approach to acquisition and seeks to acquire the freehold title to the Order Land for the purposes of the NGED diversion works, in the event that NGED have not secured the necessary voluntary agreement with the landowners and to other limited areas of land to ensure exclusive possession and control of the land for the Project. This is necessary for the reasons set out in the evidence of Ms Evans (**NGET/LE/1**).

Rights land

- 4.8 Other than the land identified for freehold acquisition, NGET's approach is to only acquire the interests that it requires over the various plots within the Order.
- 4.9 Accordingly, for most of the Project, NGET seeks to create new rights over the relevant land rather than to acquire the freehold.
- 4.10 The Order Land that NGET seeks to acquire new rights over is shown coloured blue on the Order Maps. This comprises rights to undertake the OHL Works and the Cable Works as well as associated construction compound works (which are temporary), oversail rights and accesses.
- 4.11 The rights sought by NGET have been separated into 'packages' based on their purpose and applied to specific plots, as appropriate. Whilst all of the rights are permanent, some of the rights are only required to be exercised from time to time, such as the creation of construction compounds during construction. Other rights will be permanent in nature, such as the right to keep installed, operate and maintain the overhead lines once refurbished.
- 4.12 The rights 'packages' have been tailored in this way to ensure that a proportionate approach to compulsory purchase is taken, and that the impact for affected landowners and occupiers is limited so far as reasonably practicable.
- 4.13 Accordingly, if a plot is only required in order to facilitate limited works, the relevant rights package is sought in relation to that land. The Order clearly identifies whether or not it is proposed to acquire new rights in respect of the numbered parcels of the Order Land. Where new rights are proposed to be acquired, the description identifies the name of the appropriate rights package. These rights packages are described in Section 5 further below.

Nature of the Order Land

- 4.14 The Order Land is centred on existing OHL's which generally follow the route of the River Trent, traversing predominantly Grade 3a Agricultural land with some Grade 3b and Grade 2 according to the Predictive Agricultural Land Classification Map for England 2026. The agricultural land is dominated by combinable arable cropping, interspersed with some grassland. The Order Land does include a few areas of woodland and some non-agricultural areas where rights are sought and inevitably some public and private access roads. There are several access routes included within the Order Land, which again are predominantly over agricultural land, but some which utilise existing tracks or roadways. The Order Land also includes land within substation sites and access thereto, as explained in earlier paragraphs.
- 4.15 Whilst the majority of the Order Land is agricultural, the downward pressures on farm incomes and the requirement for renewable energy has resulted in interactions with a number of renewable energy developers who have development sites within the Order Limits, which are at varying stages of project development. The interactions are with the following developments:

Table 1: Development Interactions

Name of Development	Development Stage	Objector to the Order (Y/N)
West Burton Solar Project	DCO - Consented	Y
Cottam Solar Project	DCO - Consented	Y
One Earth Solar Farm	DCO - Consented	N
Gate Burton Energy Park	DCO - Consented	Y
Great North Solar and Biodiversity Park	DCO - Recommendation	Y
Steeple Renewables Project	DCO - Decision	Y
Tillbridge Solar Project	DCO - Consented	Y
Trent BESS II	TCPA – Decided – Planning Permission Granted	Y
Fair Oaks Renewable Energy Park	TCPA – Decided – Planning Permission Granted	N
Heron Solar Farm	TCPA – Decided – Planning Permission Granted	N
HyMarnham Power	TCPA – Decided – Planning Permission Granted	Y (Project referred to in OBJ2)
Field High Marnham Limited	TCPA – Decided – Planning Permission Granted	N
Staythorpe BESS	TCPA – Decided – Planning Permission Granted	N
Kelham Solar Farm and Battery Energy Storage System	TCPA – Decided – Planning Permission Granted	N

Ownership and Occupation

- 4.16 The Order Land is a mixture of owner/occupied freehold land and land subject to leases and licences, including subsoil interests. Where a leaseholder has an interest in the whole freehold title, or where land has not specifically excluded the subsoil interest from the title, rights are sought from the leaseholder and freeholder. In addition to land in private ownership, land within the Order Land is also owned/occupied by a range of statutory undertakers and local authorities.
- 4.17 The Order Land also includes Special Category Land. This is dealt with in greater detail at Section 7 of this statement but is summarised below.

Crown Land

- 4.18 There are no proposals to compulsory acquire any Crown ownership interest. However, some of the proposed works and the rights do affect a number of Crown Land interests as set out in section 11.12 of the Statement of Case (**CD, C08**). The main Project interaction is with regard to land owned by The King's Most Excellent Majesty in Right of His Crown over which NGET is seeking Overhead Line, Oversail

and Access Rights. NGET is in the process of obtaining the consent from the relevant Crown bodies, in accordance with section 63 of the Electricity Act 1989 Act ("**1989 Act**", **CD, A04**) an update on which is provided in section 7 below.

Open Space Land & Common Land

- 4.19 NGET is seeking rights over land that is open space, allotments or common land. This relates to:
 - 4.19.1 Four plots identified as common land over which NGET is seeking access rights, overhead line rights and/or oversail rights;
 - 4.19.2 25 plots initially identified as open space over which NGET is seeking access rights, overhead line rights and/or oversail rights (note however that some of these plots are no longer considered to be open space as explained below); and
 - 4.19.3 One plot identified as an allotment over which access rights are sought.
- 4.20 NGET made an application under the paragraph 6(1)(a) and 6(1)(c) of Schedule 3 to the Acquisition of Land Act 1981 ("**1981 Act**", **CD, A03**) for a certificate in relation to open space and allotments to the Ministry of Housing, Communities and Local Government on 5 March 2026, and an application in relation to common land to the Department for Environment, Food & Rural Affairs (via the Common Land Casework Team at the Planning Inspectorate) on 13 April 2026 (**CD, C06**).
- 4.21 A notice of intention to grant a certificate in relation to the open space and allotments has been publicised and there was an opportunity for people to make objections. No objections were made in relation to the certificate.
- 4.22 In response to the publicity, NGET was contacted by some landowners or their agents relating to the use of their plots. This relates to plots that are not formally designated as open space, but which NGET had treated as open space in the Order as part of a precautionary approach based on its understanding of the usage of the plots. The feedback from landowners in relation to specific plots is set out below:
 - 4.22.1 Plots 33-7 & 33-8 – we have been advised by the landowner that only the private individuals owning these plots have access to the lake. The only public access to these plots is via a public right of way that intersects the plots.
 - 4.22.2 Plots 32-23, 32-25, 32-27, 33-1, 33-2, 33-4 and 33-6 – these are plots for which the Scout Association holds a long lease. We have had correspondence with the Scouts and they have confirmed that the only public access is via a public right of way and one permissive path, and the nature reserve is not open for public use / as open space.
 - 4.22.3 Plot 33-11 – following the notices being sent out, the landowner spoke to colleagues from Ardent about the use of the land, causing further investigation by Ardent which suggested the land is used as a privately owned fishery where access is controlled. Ardent followed up with the landowner who has confirmed that the land is privately run and there is no public use/access without payment, other than public rights of way through the plot. As a result of this further information and clarification as to the use of these plots, NGET proposes to modify the Order to no longer identify these plots as open space. This brings the total number of open space plots in the Order to ten.
- 4.23 In relation to the common land, a notice of intention to grant a certificate has been publicised and an objection period is currently running until 7 August 2026. An update on this application will be provided at inquiry.

Statutory Undertakers

- 4.24 The Order schedule (**CD, C01**) lists 25 statutory undertakers within the general entries table. This indicates the names and addresses, alongside their capacity and qualification of apparatus of all statutory undertakers that have and maintain apparatus on, over or under the Order land. The majority of these undertaker's

interest relates to underground assets, with some limited above ground apparatus to support their undertaking. Network Rail Infrastructure Limited and NGED are listed in respect of operational railway and distribution overhead lines.

- 4.25 In addition, further to the list identified within the general entries table, a number of additional statutory undertakers have been identified. These include West Burton Solar Project Limited, Cottam Solar Project Limited, Gate Burton Energy Park Limited, Steeple Solar Farm Limited, Trent BESS II Limited and RWE Generation UK plc. To the extent the developers of the above referenced energy projects are a statutory undertaker by virtue of holding a generation licence, NGET's position is that the Project is compatible with each of those developments (see the Statement of Evidence of Mr Kirby (**NGET/WK/1**) for further detail on the discussions with those parties).

5. NEED FOR THE ORDER LAND

- 5.1 The land within the Order comprises all of the land and rights required for the delivery, operation and maintenance of the Project.
- 5.2 The rights which are sought in the Order have been grouped into distinct packages based on their purpose and applied to specific plots, as appropriate. Some of the rights are only required for temporary purposes, such as the creation of construction compounds, and will only be exercised during the construction and maintenance phases of the Project. Other rights will be permanent in nature, such as the rights to retain, maintain and operate the OHL. Others, such as the right to access the land for the purpose of maintaining the OHL, whilst permanent in nature, will in practice only be exercised intermittently.
- 5.3 The rights packages are set out below:

Table 2- Rights Packages

Name of Rights Package	Rights
Overhead Line Rights	All rights necessary at all times for the purposes of, or incidental to, the construction, installation, upgrading, retention, commissioning, use, operation, protection, maintenance, surveying, testing, inspecting, alter, repair, modify, renewal, replacement, removal and decommissioning of the overhead electricity lines and associated infrastructure.
Cabling Rights	All rights necessary at all times for the purposes of, or incidental to, the construction, laying, placing, retention, use, operation, protection, maintenance, surveying, testing, repair, renewal, replacement, alteration, commissioning, removal and decommissioning of the underground electric cables and associated infrastructure.
Access Rights	All rights necessary to access the land and adjoining land for the purposes of the construction, installation, upgrading, retention, commissioning, use, operation,

Name of Rights Package	Rights
	protection, maintenance, surveying, testing, inspecting, alter, repair, modify, renewal, replacement, removal and decommissioning and oversail of the overhead electricity lines and underground electric cables with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel. These rights are permanent in nature but used for construction and then infrequently for inspections and general maintenance. Refurbishment of the assets, changing conductors insulators and fittings are required approximately every forty years when the access will be more intensively used.
Construction Compound Rights	All rights necessary for the purposes of, or incidental to, the establishment, use and removal of works compounds associated with the construction, commissioning and decommissioning of the overhead electricity lines and underground electric cables. These rights are temporary in the sense that NGET will only use them during the construction and maintenance of the Project.
Oversail Rights	All rights necessary at all times with plant and equipment from the air to oversail the land with overhead electricity lines and associated infrastructure associated with the exercise of the Overhead Line Rights, Construction Compound Rights and Access Rights.

Inclusion of Land subject to agreement

- 5.4 All of the land required for the delivery of the Project has been included in the Order even where existing wayleaves or easements exist and Memorandums of Agreement ("**MoA**") have been agreed, or updated easement agreements have been completed with landowners or leaseholders (where relevant).
- 5.5 Promoting long linear infrastructure carries the inherent risk of an undeliverable scheme where it emerges that there is a gap in the rights, or if rights thought to be secure fail (for example, if it emerges that the person who signed an MoA did not have authority or capacity to enter into the agreement). By including all the land required for the delivery of the Project in the Order, this risk is mitigated.
- 5.6 Due to the above risks, NGET has sought to acquire all necessary land rights across the Order land under the Order which is required for the Project, including where existing wayleaves and easements may already be in place.

- 5.7 Where a new easement agreement has been entered into in respect of this Project, a commitment has been given not to unnecessarily exercise compulsory purchase powers under the Order provided that no unknown third parties become known or there are other circumstances that necessitate reliance upon the powers. However, where existing easements and wayleaves remain in place which are not sufficient for the purposes of the Project, NGET will seek to exercise compulsory purchase powers pursuant to the Order if voluntary agreement is not reached.

- 5.8 As the inclusion of land subject to existing wayleaves/easements is the subject of a number of objections, this matter is addressed further in Section 9 below.

Alternatives to compulsory acquisition

- 5.9 In light of the above, incorporating the explanation as to why land that is subject to existing wayleaves/easements has been included, it is not considered that there are reasonable or less intrusive means of ensuring that NGET has the immediate and long term rights it requires in order to deliver and maintain the Project.

6. ACQUISITION STRATEGY

- 6.1 NGET's preference is always to secure land rights on a voluntary basis. To that end, it sought to engage with affected persons as early as possible, to explain the requirements of the Project and the land and rights sought; understand any concerns from the affected landowners; and provide the opportunity for questions and feedback. The acquisition strategy adopted for the Project is in line with NGET's published document 'Guidance on Land Rights for New Electricity Transmission Assets (England and Wales)' (CD, E13).

The Lands Right Strategy ("LRS")

- 6.2 The LRS was developed by NGET in 2010 and underwent reviews in 2012, 2017 and 2024 in order to provide a consistent methodology for acquiring land rights for NGET's infrastructure projects, both for Development Consent Orders and Town & Country Planning Act/Compulsory Purchase Order schemes. The strategy has been implemented on all NGET projects requiring land and rights acquisition and is under continuous review to ensure that it is still fit for purpose, achieves what it needs to for the business, and meets the expectations of third-party landowners and occupiers. NGET was one of the first utility companies to formally adopt and promote this approach.
- 6.3 The principle underlying the CPO Compensation Code is one of equivalence. What this means is that the compensation payable to landowners and occupiers is assessed on a basis that seeks to place the affected party in the same financial position as if they had not been affected by the scheme. As explained by paragraph 95 of the CPO Guidance, compensation payable for the compulsory acquisition of an interest in land is based on the principle that the owner should be paid neither less nor more than their loss. This is known as the 'equivalence principle'.
- 6.4 The most recent review of the LRS was undertaken in 2024. It was identified that the LRS still enabled effective and consistent communication with those most affected by NGET proposals and that it continues to meet the requirements of the CPO Guidance on seeking to acquire land by negotiation, and that its terms continue to enable NGET to treat people fairly ensuring as a minimum any voluntary offers adhere to the principle of equivalence. It is not considered that the recent update to the CPO Guidance affects the conclusion that the LRS meets its requirements.

Project LRS Approach

- 6.5 In accordance with the LRS, and the CPO Guidance, NGET has sought to acquire the land and rights that it requires for the purposes of the Order.
- 6.6 A land rights audit was undertaken in respect of the overhead line routes, whereby all the existing agreements affecting apparatus were reviewed. This review evidenced that there were a number of existing deeds of easement covering sections of the overhead line route. However, in many cases, the original electricity infrastructure apparatus was erected pursuant to wayleave agreements rather than easements. Wayleaves are a form of licence, are time limited, and they do not run with the land;

following a sale of land or upon receipt of notice, the rights are no longer binding (albeit apparatus is not required to be removed unless a notice to remove is served). The audit identified some instances where NGET have no rights for its assets, including mainly access routes over third party land and areas required for conductor blow out swing which had not previously been captured in existing agreements.

- 6.7 NGET does not consider it appropriate to rely on voluntary wayleaves and seeks permanent rights which provide greater certainty and reliability. NGET's basis for seeking permanent rights is set out in the aforementioned LRS and paragraph 8.12 of the Statement of Case (**CD, C08**). In summary, it is in the public interest to secure permanent rights that are commensurate with the nature and lifetime of the infrastructure comprised in the Project and which reflect NGET's statutory duty to maintain an efficient network. This approach also reflects the National Policy Statement for electricity networks infrastructure ("**EN-5**") (**CD, B02**) which states in paragraph 2.6.4 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."* EN-5 is a material consideration in the determination of the application for confirmation.
- 6.8 As part of the land rights audit, the existing easements were reviewed to assess whether they were fit for the purpose of the Project. The easements varied over time with some agreed when the infrastructure was originally constructed in 1959 and some as recently as 2023. The rights contained within existing agreements across the transmission network have previously been challenged on occasion when NGET has sought to exercise those rights. In order to ensure that there are no impediments to the delivery of the Project, NGET has included all existing land rights across all of the required land to bring all agreements in line with the modern standard. To provide consistent rights for the Project, a new precedent easement Deed was offered to all existing easement landowners. Where existing easements are fit for purpose, the landowner does not wish to enter into a new style easement, and there is no other impediment to delivery, the existing easements will be relied upon. Examples of instances where existing rights are deficient in comparison to the current rights sought include:
 - 6.8.1 Exclusion of rights e.g. to alter, to replace, to survey;
 - 6.8.2 Exclusion of rights to access adjoining land;
 - 6.8.3 Exclusion of rights to install temporary roads;
 - 6.8.4 Limited rights in relation to managing vegetation;
 - 6.8.5 Limited rights in relation to the removal of obstacles;
 - 6.8.6 Less defined clearance distances from NGET's assets; and
 - 6.8.7 Exclusion of rights relating to the use of small uncrewed aircraft.
- 6.9 Following initial contact with landowners, an offer was presented to those landowners which either had an existing wayleave or no agreement at all, to enter into an easement for the required rights. The offer was in accordance with NGET's LRS and Payment Schedule for Assets. The offers were followed up with telephone calls and emails to the landowners to discuss the proposed easements. Where contact could not be made by telephone or email, site visits were carried out to contact landowners. Site meetings were offered to landowners to discuss the proposed easement and carried out where required. There was then a period of negotiation with the landowners' agents to agree additional heads of claim and in many cases, agreements for easements (subject to contract agreement as to terms) were reached.
- 6.10 Subsequently offers to enter into a new style easement were sent to all landowners with existing easements, with offers made in accordance with NGET's LRS and Payment Schedule for Assets. The offers were followed up with telephone calls and emails to the landowners to discuss the proposed updated easements. Where contact could not be made by telephone or email, site visits were carried out to contact

landowners. Site meetings were offered to landowners to discuss the proposed easement and carried out where required. The offers made by NGET have been reasonable and have been based upon constructive engagement. NGET have also offered advice and support to affected landowners by way of offering to meet reasonable professional advisor's fees. 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 through bespoke commitments where appropriate.

- 6.11 NGET intends to utilise their powers under a voluntary deed of easement where possible, rather than relying on powers of compulsory acquisition, however, those powers are necessary to ensure the delivery of the Project in the event of a defect in the deed or unknown rights that could impact the Project. In addition, as a number of 'subject to contract' agreements are yet to be legally completed, powers under a voluntary deed may not be available at the commencement of the Project.
- 6.12 Ardent, on behalf of NGET, will continue to seek agreement with landowners in parallel to the Order process and those efforts will continue in the event that the Order is confirmed, given NGET's preference to reach voluntary agreements where possible, rather than relying on powers of compulsory acquisition.

7. STATUS OF NEGOTIATIONS

Progress to Date

- 7.1 NGET began negotiations with landowners for the required rights in March 2025. The negotiations have been split into three categories: landowners with no existing agreement; landowners with an existing agreement (either wayleave or easement); and freehold acquisition. Further details about the status of negotiations with each category are provided below.

No Existing Agreement

- 7.2 As indicated above, these rights are predominantly for access over third-party land to reach the assets and rights for blow out conductor swing which had not been previously identified. Below is a summary of the negotiations.

Table 3- No Existing Agreement- Easement Negotiations

Easement Negotiations	
Number of Easements Required (No existing agreement)	32
Contact made but negotiations yet to commence	1
Negotiations underway	28
Offer accepted	3
Easement completed	0

- 7.3 Where negotiations are underway with the 28 landowners for a voluntary agreement for an easement, these are at a variety of different stages. Ardent are seeking to engage with these landowners to seek to progress towards voluntary agreement, including through correspondence and site visits. In some cases, Ardent are negotiating the settlement of financial terms for the easement requested by NGET.
- 7.4 The one case where contact has been made and negotiations are yet to commence relates to land owned by National Grid Electricity Distribution (East Midlands) plc. NGET has determined that it will not be required to seek rights over this landowner's land. Further, given the requirements related to seeking GEMA consent in relation to some licence holders' interests, NGET will shortly be making modifications to the Order to not seek rights in relation to plots 48-19 and 48-30 (owned by NGED), as

explained in the note appended to the Statement of Evidence of Ms Evans (NGET/LE/2).

- 7.5 Of the 28 instances where negotiations are underway, 3 relate to land owned or occupied by remaining objectors:

- 7.5.1 SNSD Limited;
- 7.5.2 Gerald Dunthorne; and
- 7.5.3 Crow Park Farming Company, Weston Mill Farming Company, Michael Hewson, Victoria Hewson, Samuel Hewson and Kate Bourne.

Existing Agreements

- 7.6 As the assets are existing, there are a number of agreements already in place, a mixture of wayleaves and easements. Below is a summary of all the negotiations where there are existing agreements.

Table 4- Existing Agreement- Easement Negotiations

Easement Negotiations	
Number of Easements Required (existing agreements in place)	183
Contact made but negotiations yet to commence	5
Negotiations underway	107
Offer accepted	68
Easement completed	3

- 7.7 Of the 183 rights required, 75 are landowners with existing wayleaves (41%) of which 28 have accepted offers for an easement (37%) and 3 easements have completed. The remaining 108 rights are landowners with existing easements (59%) of which 40 have accepted offer for a new style deed (37%).

- 7.8 The 5 landowners where negotiations for land rights have not commenced include:

- 7.8.1 EDF Energy (Thermal Generation Limited), Uniper UK Limited, The King's Most Excellent Majesty In Right Of His Crown and Robert James Dawson: NGET has engaged with these landowners and confirmed that it intends to rely on existing arrangements and therefore is not seeking new land rights (although powers are sought in the Order in respect of the non-operational land owned by EDF Energy and Uniper in order to secure the necessary rights over the land, including as against other interests subsisting in it).
- 7.8.2 Amplius Living: This interest was identified as a freeholder shortly ahead of Making the Order, from final land registry/referencing refreshes undertaken by Ardent. Amplius Living own the freehold of individual residential plots within a wider development site. NGET has agreed a MoA with the landowner for the wider development (Avant Homes (England) Limited). Following engagement with the landowner, and a wider engineering review, NGET has determined that it will not be required to seek rights over Amplius Living's land.

- 7.9 Of the 107 landowners in negotiation, 45 are subject to existing wayleaves and negotiations are at a variety of different stages:

- 7.9.1 NGET is negotiating financial terms with landowners for the rights required.
- 7.9.2 Landowners have expressed a preference to keep the existing wayleave arrangement for the land rights and NGET is committed to continue negotiations for a voluntary easement.

- 7.9.3 Negotiations are dormant, however, NGET is committed to continue negotiations for a voluntary easement and is making endeavours through correspondence and site visits to engage with these landowners.
- 7.9.4 Of the 45 instances where negotiations are underway, 8 relate to land owned or occupied by remaining objectors:
- (A) 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;
 - (B) East Midlands Transport Heritage Trust;
 - (C) Denise Ann Beardsley, Leslie Alan Beardsley and Lee Michael Nixon as Trustees of the Jak Alexander Beardsley Disabled Persons Trust;
 - (D) Keith Stephen Darlay and Geoffrey William Darlay;
 - (E) Lorraine Elizabeth Levell;
 - (F) Phillip Michael Dunthorne and Richard Anthony Dunthorne;
 - (G) Network Rail; and
 - (H) Paul Spink Limited.
- 7.10 Of the 107 landowners in negotiation, 62 are subject to existing easements and negotiations are at a variety of different stages:
- 7.10.1 NGET is discussing the updated terms of the modern deed with the landowner.
- 7.10.2 NGET is negotiating financial terms with landowners for the rights required.
- 7.10.3 Landowners have expressed a preference to keep the existing easement arrangement for the land rights and NGET is committed to continue negotiations for a voluntary easement.
- 7.10.4 Negotiations are dormant, however, NGET is committed to continue negotiations for a voluntary easement and is making endeavours through correspondence and site visits to engage with these landowners.
- 7.10.5 Of the 62 instances where negotiations are underway, 7 relate to land owned or occupied by remaining objectors:
- (A) Alan Herbert Headland and Alan John Headland;
 - (B) 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;
 - (C) Chloe Francesca Gill;
 - (D) J G Pears Property Limited;
 - (E) Phillip Michael Dunthorne and Richard Anthony Dunthorne;
 - (F) Paul Spink Limited; and
 - (G) SNSE Limited.

Table 5- Freehold Acquisition Negotiations

Freehold Acquisition Negotiations	
Number of landowners	2
Contact made but negotiations yet to commence	2
Negotiations underway	0

Freehold Acquisition Negotiations	
Offer accepted	0
Freehold acquisition completed	0

- 7.11 The freehold acquisition negotiations with 2 parties relate to the NGED diversion works referenced in Section 4.
- 7.12 NGET has made contact with the 2 landowners but has not yet sought to issue offers to acquire the freehold of the land required to undertake the NGED works as it is understood that voluntary agreement has been agreed in principle with NGED for these works. In the event that this voluntary agreement is not entered into in due course, a freehold offer will be issued as a last resort to these landowners.
- 7.13 The state of play of negotiations with remaining objectors is dealt with in Section 9 below.

Crown Land

- 7.14 The Order excludes the compulsory acquisition of any Crown interest in the Order Land, albeit that the interests of any other parties in land owned by the Crown or in which the Crown has an interest are included within the Order. Crown land is comprised of: freehold interests of The King's Most Excellent Majesty in Right of his Crown, and interests held by the Secretaries of State for Environment, Food & Rural Affairs, Defence and Energy Security and Net Zero. NGET is in the process of obtaining the consent from the Crown bodies listed above, in accordance with section 63 of the 1989 Act, and is in contact with lawyers instructed on behalf of the Crown Estate Commissioners in order to progress the consent needed.

Statutory Undertakers

- 7.15 Statutory undertakers enjoy protection from compulsory purchase orders under sections 16 and 17 of the 1981 Act and in the case of rights under Schedule 3 of that Act. The response to objectors who are statutory undertakers is below and/or within the statements of Ms Evans (**NGET/LS/1**) and Mr Kirby (**NGET/WK/1**) (including in relation to the developers of energy projects that are statutory undertakers by virtue of holding a generation licence, which are in the Statement of Evidence of Mr Kirby (**NGET/WK/1**)). Below is a summary of the negotiations with statutory undertakers that are non-objectors and the summary of the negotiations with statutory undertakers who have objected to the Order are within Section 9 or within the Evidence of Mr Kirby (**NGET/WK/1**).

Table 6- Summary of Negotiations with Statutory Undertakers (Non-Objectors)

Name of undertaker	Nature of rights sought	Status
Uniper UK Limited	Overhead Line Rights, Access Rights, Oversail Rights	NGET has engaged with this landowner and confirmed that it intends to rely on existing arrangements. Reflecting the requirements related to seeking GEMA consent in relation to some licence holders' interests, NGET will shortly be making modifications to the Order to not seek rights in relation to operational land owned by Uniper, as explained in the note appended to the

Name of undertaker	Nature of rights sought	Status
		Statement of Evidence of Ms Evans (NGET/LE/2).
Canal & River Trust (as trustee of the Waterways Infrastructure Trust)	Overhead Line Rights, Oversail Rights	Landowner has refused the easement offer due to preference to rely on existing master agreement.
Severn Trent plc	Overhead Line Rights, Access Rights, Oversail Rights	Negotiations are underway for the grant of a voluntary Deed of Easement.
Severn Trent Water Limited	Overhead Line Rights, Access Rights, Oversail Rights	Negotiations are underway for the grant of a voluntary Deed of Easement.
Mainline Pipelines Limited	Overhead Line Rights	No land rights required.
National Grid Electricity Distribution (East Midlands) plc	Overhead Line Rights, Oversail Rights	Reflecting the requirements related to seeking GEMA consent in relation to some licence holders' interests, NGET will shortly be making modifications to the Order to not seek rights in relation to plots 48-19 and 48-30 (owned by NGED), as explained in the note appended to the Statement of Evidence of Ms Evans (NGET/LE/2).
EDF Energy (Thermal Generation) Limited	Overhead Line Rights, Oversail Rights, Cabling Rights	NGET has engaged with this landowner and confirmed that it intends to rely on existing arrangements. Reflecting the requirements related to seeking GEMA consent in relation to some licence holders' interests, NGET will shortly be making modifications to the Order to not seek rights in relation to operational land owned by EDF Energy, as explained in the note appended to the Statement of Evidence of Ms Evans (NGET/LE/2).

Name of undertaker	Nature of rights sought	Status
Trent Valley Internal Drainage Board	Access Rights	NGET have made an offer for a voluntary Deed of Easement to this landowner.
Advanced Electricity Networks Limited	Overhead Line Rights, Oversail Rights	NGET made an offer for a voluntary Deed of Easement, however, in discussions with the landowner it was determined that an easement would not be required and therefore NGET is not seeking new land rights. Reflecting the requirements related to seeking GEMA consent in relation to some licence holders' interests, NGET will shortly be making modifications to the Order to not seek rights in relation to plot 41-4 (in which Advanced Electricity Networks Limited has an interest), as explained in the note appended to the Statement of Evidence of Ms Evans (NGET/LE/2).

7.16 NGET is continuing to negotiate with the statutory undertakers where required, and it does not consider that any of the statutory undertakers would suffer serious detriment as a result of the Project or the acquisition of the relevant land or rights, particularly given the proposed works are on or immediately adjacent to land on which existing electricity transmission infrastructure is situated. NGET considers that the rights being sought can be acquired without serious detriment to the relevant undertaking and, therefore, the tests in paragraph 3 of Schedule 3 to the 1981 Act are met.

7.17 To the extent that consent from the Gas and Electricity Markets Authority is required for licence holders, this is covered in the Statement of Evidence of Ms Evans (**NGET/LE/1**).

8. COMPLIANCE WITH CPO GUIDANCE

8.1 This section explains how National Grid has complied with the CPO Guidance. In developing the Order and in dealing with land issues NGET, their legal team and Ardent as their land agents have had regard to legislation and government guidance. I set out below a more detailed consideration of some of the key elements of the guidance and how NGET have followed these in the context of land agency matters. I can confirm that in my professional opinion NGET has complied with the relevant guidance.

8.2 Paragraph 2 of the CPO Guidance states *"The confirming authority will expect the acquiring authority to demonstrate that they have taken reasonable steps to acquire all of the land and rights included in the Order by agreement."*

8.3 Section 6 of this evidence sets out the acquisition strategy for National Grid and explains National Grid's LRS and the approach it has adopted to acquire land by

agreement. National Grid has liaised with the landowners and other interests and has sought to acquire the necessary land and associated rights by agreement with initial correspondence seeking rights sent in March 2025 Further detail on negotiations with remaining objectors is set out at Section 9 below.

- 8.4 Paragraph 3 of the CPO Guidance makes it clear that in order to reach early settlements, public sector organisations should make reasonable initial offers and be prepared to engage constructively with claimants about relocation issues and mitigation and accommodation works where relevant.
- 8.5 Section 6 of this statement discusses the LRS and its implementation across all NGET Projects, which has recently been reviewed ensuring the offers are in accordance with paragraph 3 of the guidance. In my professional opinion those offers are appropriate and reasonable as the guidance requires. NGET has also engaged constructively with affected parties about individual concerns. Section 9 below summarises how concerns of individual objectors to the Project have been addressed.
- 8.6 Paragraph 22 of the CPO Guidance states acquiring authorities must ensure they comply with their obligations under the General Data Protection Regulations and Data Protection Act 2018 when undertaking a compulsory purchase order. As part of this, acquiring authorities need to provide information to any individuals involved in the process about how their personal data will be used.
- 8.7 When issuing correspondence to individuals, such as a land interest questionnaire ("LIQ"), survey access request or engagement letter including memorandum of understanding, the Project enclosed a copy of a NGET privacy notice specific to the Project which explains who Ardent, as data processor, are in relation to NGET (as the data controller), and how the personal data requested is collected and processed. This also details the type of data that is collected and how the data will be used to assist with the ongoing development of the Project and to ensure correct details are held.
- 8.8 All correspondence to landowners has also included a short statement at the end of correspondence confirming *"Data Protection: Ardent Management Limited act as a Processor on behalf of National Grid with regard to the personal data we collect and process about you. For more information about how National Grid use your personal data, please refer to their privacy policy enclosed or at nationalgrid.com/privacy-policy".*
- 8.9 Furthermore, where necessary, such as in the explanatory text above the LIQ form, brief supplementary detail is given to explain how any information provided is processed in accordance with the Data Protection Act 2018 and that its sole purpose is to identify land interests.

9. CONSIDERATION OF OBJECTIONS RECEIVED

- 9.1 Where issues raised by objectors are relevant to my expertise and the content of this Statement, they are considered below.

OBJ15 (formerly OBJ1 as in the Statement of Case) - Alan Herbert Headland and Alan John Headland

- 9.2 The landowner's objection contends that the Order is not in the public interest, due to the existence of existing arrangements.
 - 9.2.1 NGET does not accept that the Order is unnecessary or not justified in the public interest. The Order pursues a legitimate aim to ensure the continued safe and reliable operation of the transmission network. NGET's position remains that the rights sought under the Order are reasonably necessary for the purposes of the Project.
 - 9.2.2 The land owned by the Objector is subject to an existing easement, however, the existing easement is deficient in comparison to the rights sought under the Order. For example, the existing easement does not contain rights to survey or alter the electric lines, to access adjoining land, or to use small uncrewed aircraft for the purposes of surveys, maintenance,

alterations, replacements and inspections. The rights sought by NGET also provide wider rights to manage vegetation and remove obstacles, sets out more defined clearance areas to protect the towers and electric lines and permits the installation of temporary roads as would be required for the Project. As set out in Section 6, NGET has included all existing land rights across all of the required land to bring all agreements in line with the modern standard of rights required for the Project.

9.3 The landowner's objection contends that the Order will negatively impact on their legal property interests.

9.3.1 NGET is taking a proportionate approach to compulsory acquisition, seeking only permanent rights rather than freehold title. NGET notes that it currently holds an easement over Messrs Headland's property and therefore is not proposing to convert an existing terminable agreement into an easement as stated in the objection. Instead, NGET is proposing to update the terms of the existing easement rights to ensure the continued safe and reliable operation of the transmission network. NGET has engaged with the landowners and their representative to discuss the updated easement arrangement and, subject to the settlement of financial terms, is open to further engagement to conclude this voluntary agreement in due course. Ms Evan's proof of evidence (**NGET/LE/1**) also addresses the human rights tests applicable to the confirmation of the Order and concludes that the interference with private rights sought is justified by the compelling case (and benefits) of the Project.

9.4 The landowner's objection contends that insufficient weight has been attached to NGET's correspondence with them regarding the implications of the Order.

9.4.1 NGET's position is that it has made reasonable endeavours to engage with the landowners regarding the Project. Ardent has communicated with the landowner throughout the Project in relation to the Order and a voluntary agreement for an easement. A breakdown of the communication is set out below.

Table 7- Engagement with Alan Herbert Headland and Alan John Headland

Date	Communication
27/09/2024	Ardent sent a Project Introductory letter and Landowner Questionnaire. The questionnaire was returned by the landowner on 04/10/2024.
05/06/2025	Ardent sent a letter with an update regarding the Project and refurbishment works.
12/11/2025	Ardent sent a Land Interest Questionnaire to the landowner. The questionnaire was returned by the landowner on 23/12/2025.
04/02/2026	Ardent sent an offer letter to the landowner for an updated Deed of Easement.
16/02/2026	Upon request, Ardent provided a digital copy of the offer letter for an updated Deed of Easement.

Date	Communication
20/03/2026	Ardent discussed the Project with the landowners' representatives in a telephone call.
13/04/2026	Ardent discussed the Project with the landowner in a telephone call.
12/05/2026	Ardent emailed the landowners' representative with further detail of the offer for a Deed of Easement.
23/06/2026	Ardent met with the landowners' representatives to discuss the Deed of Easement.
08/07/2026	Ardent discussed the Deed of Easement with the landowners' representative in a telephone call.
08/07/2026	Ardent provided a summary of the rights sought in the updated Deed of Easement in comparison to the existing Deed of Easement to the landowners' representative.

- 9.5 Ardent has also communicated with the landowner throughout the Project in relation to arrangements for survey access.
- 9.6 NGET has at all times sought to communicate clearly the nature and effect of the Order and has encouraged the Objectors to seek independent advice. NGET has expressly stated within its written correspondence set out in the above summary that it would rely on compulsory acquisition powers for the purposes of the land rights sought for the Project if a voluntary agreement was not achieved. NGET also provided a copy of its *"Guidance for surveyors advising on National Grid projects"* appended at **DH01 (NGET/DH/2)** to the landowner which sets out ways of working between NGET and agents representing landowners and that reasonable and commensurate professional fees incurred by the landowner will be reimbursed by NGET.
- 9.7 NGET's position is that it has reached an agreement in principle with the landowners' representative for the land rights sought from the landowner, subject to the settlement of financial terms. It is NGET's understanding that the objection will be withdrawn by the Objector once the financial terms have been agreed.
- OBJ12 (formerly OBJ2 as in the Statement of Case) - 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***
- 9.8 The landowner's objection stated a concern regarding the impact of the Project on their dairy farm operations.
- 9.8.1 NGET is committed to minimising disruption to the landowner's dairy farming operations, and NGET has engaged with the landowners through correspondence and site meetings and agreed suitable access measures during the Project refurbishment works. NGET has also agreed the principles of a voluntary agreement for an easement, including how access for future maintenance and operation of the overhead lines will be taken in consideration of the dairy farm operations. Negotiations for the settlement of financial terms relating to the voluntary agreement for an easement are ongoing and NGET expects to reach agreement in due course. It is NGET's

understanding that this part of the landowners' objection will be withdrawn by the Objector once the financial terms have been agreed.

- 9.9 The landowner's objection also relates to the impact of the Project on the Great North Road Solar and Biodiversity Park. The landowner's objection contends that the compulsory acquisition of rights over the plots is unsupported by a compelling case in the public interest and that the Order does not outweigh the benefit of the Great North Road Solar and Biodiversity Park.

9.9.1 NGET does not accept that there is an absence of a compelling case to acquire the rights sought over these plots. They are required for the delivery of the Project. Moreover, NGET is progressing negotiations with Elements Green in relation to the Great North Road Solar and Biodiversity Park to ensure that the interface between the Project and Solar Park is properly managed. This will be captured formally via a legal agreement between NGET and Elements Green.

OBJ11 (formerly OBJ3 as in the Statement of Case) – Chloe Francesca Gill

- 9.10 The landowner's objection is that the acquisition of rights over the plots is unsupported by a compelling case in the public interest and that the Project can co-exist with the Great North Road Solar and Biodiversity Park with reasonable alternatives being available.

9.10.1 NGET does not accept that there is an absence of a compelling case to acquire the rights sought over these plots. They are required for the delivery of the Project. Moreover, NGET is progressing negotiations with Elements Green in relation to the Great North Road Solar and Biodiversity Park to ensure that the interface between the Project and Solar Park is properly managed. This will be captured formally via a legal agreement between NGET and Elements Green. There is no reasonable alternative approach available beyond this, and the objector does not specify one.

OBJ8 (formerly OBJ5 as in the Statement of Case) – East Midlands Transport Heritage Trust

- 9.11 The objection raised three points: (1) the Order incorrectly describes the land as a "disused railway" when it is in fact an operational railway operated under the Great Central (Nottingham) Railway Order 1995; (2) any rights granted under the Order must reflect the railway's operational status and be exercised in accordance with the GCNRO 1995 and GIRT 7073; and (3) the Objector is willing to grant a deed of easement by agreement.

9.11.1 NGET accepts that the railway has been incorrectly described and will amend the land description accordingly within the Order shortly. NGET has provided appropriate protections for the Objector through a voluntary deed of easement. The parties have agreed the terms of the deed of easement, and this is to be signed imminently. Once the deed of easement is signed, the objection will be withdrawn by the Objector.

OBJ19 (formerly OBJ7 as in the Statement of Case) – Elements Green Trent Limited

- 9.12 The objection contends that the rights sought under the Order over certain plots may give rise to a conflict with the Great North Road Solar and Biodiversity Park and that the interference with the Great North Road Solar and Biodiversity Park is not necessary.

9.12.1 NGET's position is that the Project is compatible with the Solar Park and is NGET is progressing negotiations with Elements Green in relation to the Great North Road Solar and Biodiversity Park to ensure that the interface between the Project and Solar Park is properly managed. This will be captured formally via a legal agreement between NGET and Elements Green. NGET notes the Objector's indication that it will withdraw its objection upon completion of the voluntary agreement and welcomes the opportunity to continue to progress those discussions.

OBJ3 (formerly OBJ9 as in the Statement of Case) – Holcim UK Limited

- 9.13 The Objector is concerned with the potential interruption to the Objector's access to and from its Sturton-le-Steeple Quarry whilst any rights acquired pursuant to the Order are exercised over plot 1-13.
- 9.13.1 NGET has engaged with the Objector in correspondence and at a site meeting to understand the precise operational requirements of the Quarry, including in relation to health and safety, to ensure any impact is appropriately managed and the Projects can co-exist. NGET has issued a formal response to the Objector on a Without Prejudice basis summarising the discussions held and measures that would be adopted in exercising rights over plot 1-13. The Objector has provided a formal response to NGET on 22nd July 2026 for consideration by NGET and indicating its willingness to withdraw its objection subject to conditions. NGET will respond in due course with a view to the objection being withdrawn prior to Inquiry.
- 9.13.2 NGET notes and welcomes the Objector'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.

OBJ5 (formerly OBJ10 as in the Statement of Case) - Denise Ann Beardsley, Leslie Alan Beardsley and Lee Michael Nixon as Trustees of the Jak Alexander Beardsley Disabled Persons Trust

- 9.14 The landowner's objection contends that NGET has not made reasonable efforts to acquire by agreement, contending that NGET has:
- 9.14.1 refused to meet reasonable professional costs;
- (A) NGET does not accept this position. NGET has confirmed to the landowners' representative that it will reimburse the Objectors' reasonable professional costs and has set out reasonable hourly rates that are consistent with the approach adopted across the Project. NGET also provided a copy of its "*Guidance for surveyors advising on National Grid projects*" **DH01 (NGET/DH/2)** to the landowner which sets out ways of working between NGET and agents representing landowners and that reasonable and commensurate professional fees incurred by the landowner will be reimbursed by NGET. The objection states that the rates offered by NGET are below those listed within the Central Association of Agricultural Valuers ("**CAAV**") Fees Survey, however, the rates listed within the abovementioned guidance document are based upon the CAAV Fees Survey.
- 9.14.2 failed to provide the proposed easement prior to making the Order;
- (A) NGET made an offer for an easement in advance of making the Order and had communicated the nature and the scope of rights sought prior to providing the easement document and the making of the Order. A copy of the correspondence related to the offer of a voluntary deed of easement is appended to the Statement of Evidence **DH02 (NGET/DH/2)**.
- 9.14.3 refused to consider reasonable amendments;
- (A) NGET has engaged with the landowner regarding amendments to the deed of easement on a Without Prejudice basis although it has not yet been possible to reach agreement on the terms.
- 9.14.4 sought rights materially exceeding those typically agreed;
- (A) NGET does not accept that the rights sought materially exceed those necessary for the Project. 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. The

precedent deed of easement document was reviewed and updated by NGET in April 2025 and is used for all of its OHL assets across the country.

- 9.14.5 sought rights potentially inconsistent with an easement;
 - (A) NGET does not accept that the rights sought are inconsistent with the ordinary characteristics of an easement. The rights are drafted 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.
- 9.14.6 that NGET has conducted an inadequate referencing exercise;
 - (A) 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.
 - (B) 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 4th December 2025 to state that the notice was served in accordance with Section 5A of the Acquisition of Land Act 1981. 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 letters of 11th November 2025 and 4th December 2025 NGET is satisfied that the referencing exercise undertaken is adequate and that all relevant interests have been identified.
- 9.14.7 provided an inaccurate Schedule of Landowner Engagement;
 - (A) The Schedule of Landowner Engagement reflected the position as understood by NGET at the time the Statement of Reasons was prepared, that the offer of a voluntary deed of easement had been refused by the landowner. Since the making of the Order and the date of the Objection, negotiations have recommenced with the Objectors. NGET have engaged with the Objectors on a Without Prejudice basis regarding amendments to the deed of easement and financial terms however it has not yet been possible to reach an agreement.
- 9.14.8 provided an inaccurate Statement of Reasons;
 - (A) The Statement of Reasons describes the general approach adopted across the Project; NGET has since discussed the particular circumstances of the Objectors' case and remains open to further discussions.
- 9.15 The landowner's objection contends that the Order is not in the public interest, stating that:
 - 9.15.1 the works described are refurbishment of existing infrastructure and that existing arrangements confer rights for the Project;
 - (A) The land owned by the landowner is subject to an existing wayleave. NGET considers it essential to secure permanent easements rather than rely on wayleaves as set out above in the Statement of Evidence.
 - 9.15.2 existing statutory mechanisms allow continued operation (i.e. Necessary Wayleaves);
 - (A) First, the statutory Necessary Wayleave regime provides only temporary rights to NGET and would give rise to significant delay and uncertainty. 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 Project. 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.

9.15.3 permanent rights appear to be sought primarily to regularise NGET's property position;

- (A) 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.
- (B) NGET notes the Objectors' concern regarding the potential impact upon future uses of the land and is discussing this with the landowners' representative in Without Prejudice negotiations. Nevertheless, 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.

9.15.4 timing of the works affecting the Objectors' land.

- (A) The Project works initially programmed for 2026 have since been rescheduled and are now likely to be carried out following confirmation of the Order.
- (B) In summary, NGET does not accept that the Order is unnecessary or not justified in the public interest. The Order pursues a legitimate aim to ensure the continued safe and reliable operation of the transmission network. NGET's position remains that the rights sought under the Order are reasonably necessary for the purposes of the Project.

9.16 The landowner's objection further contends that the rights sought have not been minimised by NGET, stating that:

9.16.1 Rights groups do not meaningfully limit the rights sought:

- (A) 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 Project.
- (B) Permanent rights are sought where temporary rights would suffice:

- (1) NGET does not accept that temporary rights would suffice; the rights sought are required for the ongoing operation, maintenance, inspection, repair and renewal on a permanent, long-term, basis including the use of working areas and access routes.
- (C) Vegetation management rights are unrestricted:
 - (1) Vegetation management rights are necessary to ensure safe and reliable operation of the infrastructure in compliance with statutory and regulatory obligations. 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 discussing the terms of the voluntary deed of easement with the landowners' representative on a Without Prejudice basis. The deed of easement includes terms related to the management of vegetation on the Objectors' land.
- 9.17 The landowner's objection further contends that the exercise of the rights sought would inhibit the use of the land and impact field access and land management.
 - 9.17.1 NGET is committed to minimising disruption and will seek to agree appropriate access arrangements in advance. NGET is willing to engage with the Objectors to discuss the proposed routes of access and to consider any arrangements which would reduce the impact upon the management of the land. NGET has offered to meet with the landowners and their representative on site to discuss these matters however this has not been accepted to date.
- 9.18 The landowner's objection contends that the exercise of the rights sought would interfere with future land use, including for environmental land management schemes ("ELMS") or development of the land.
 - 9.18.1 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 does not consider that the Project would prohibit the landowner from entering ELMS as the Order relates to existing infrastructure and there is no restriction on entering the land into an ELMS. In the event that the exercise of the rights under the Order placed the Objectors in breach of an ELMS requirement, the landowner would be entitled to compensation. NGET is discussing a financial settlement in relation to the deed of easement and future development of the land with the landowners' representative on a Without Prejudice basis, however, it has not yet been possible to reach agreement on these terms.
- 9.19 The landowner's objection contends that the compulsory acquisition of the rights sought would disproportionately interfere with the Objector's property rights.
 - 9.19.1 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; the rights sought are no more than reasonably necessary; and the Objectors will be entitled to compensation. NGET has had regard to the Human Rights Act 1998 and is satisfied that the interference is justified, necessary and proportionate.

OBJ21 (formerly OBJ11 as in the Statement of Case) – J G Pears Group Companies (including J G Pears Property Limited)

- 9.20 The landowner's objection contends that the rights sought pursuant to the Order are excessive, insufficiently defined, and that permanent rights are sought notwithstanding that certain works may be temporary in nature.
- 9.20.1 NGET does not accept this position. NGET has undertaken a careful assessment of the rights required and has identified distinct packages of rights assigned to individual Plots based on anticipated works. The scope of the rights sought is no wider than is reasonably necessary. NGET considers it necessary and appropriate to acquire permanent rights because: (a) the refurbishment works will result in upgraded infrastructure which will remain in situ for the foreseeable future; and (b) it is in the public interest to obtain appropriate security for the electricity supply network through permanent land rights, consistent with paragraph 2.6.4 of NPS EN-5. NGET has reached a provisional agreement with the Objector to secure permanent rights on a voluntary basis and remains willing to engage to complete the grant of a permanent easement on agreed terms.
- 9.21 The landowner stated concerns regarding the conflict with other NGET projects and the Order, and that engagement should be carried out on a holistic basis.
- 9.21.1 NGET notes the request for holistic engagement and since has sought to coordinate engagement with the Objector through correspondence and site visits, taking into account all NGET projects that impact the land. NGET is committed to managing any interface issues appropriately and will continue to engage with the landowner on this basis.
- 9.21.2 NGET notes statements from the Objector in relation to access routes through their land and has since discussed this with them to seek a resolution. NGET has reached a provisional agreement with the Objector to secure permanent rights on a voluntary basis, including suitable rights of access for the purposes of the Project.
- 9.21.3 NGET has had regard to the interaction between the Project and other schemes and is satisfied that the rights sought under the Order are required for this Project. Other NGET schemes are being promoted by NGET separately and as such the rights sought under the Order have been prepared to meet the requirements of the Project.
- 9.22 The landowner raised concerns that new access routes have been included within the Order.
- 9.22.1 To the extent that access requirements could be rationalised without compromising the delivery or maintenance of the Project, NGET have considered amendments to access routes in consultation with the Objector. NGET has reached a provisional agreement with the Objector regarding the grant of permanent land rights, including suitable rights of access for the purposes of the Project.
- 9.23 The landowner stated concerns regarding the impact of the Order on planned redevelopment of its land.
- 9.23.1 NGET has discussed the rights sought in the Order over the land through correspondence and site meetings with the landowner and NGET is hopeful that a resolution can be agreed in due course. NGET has reached a provisional agreement with the Objector to secure permanent rights on a voluntary basis and remains willing to engage to complete the grant of a permanent easement on agreed terms.
- 9.23.2 The landowner's objection contends that NGET has failed to adequately engage with them and that the Project has not been subject to a requisite level of consultation.
- 9.23.3 Notwithstanding NGET's position that it does not accept this position, NGET has sought to continue to engage with the landowner since the date of the

objection regarding the Project through correspondence and site visits to seek a resolution to its objection. NGET has reached a provisional agreement with the Objector to secure permanent rights on a voluntary basis and expects to complete the grant of a permanent easement on agreed terms in due course.

OBJ6 (formerly OBJ12 as in the Statement of Case) – Lorraine Elizabeth Levell

9.24 NGET note that the landowner's objection is broadly in line with OBJ5 and therefore the majority of the points raised are answered in the response to OBJ5. This is save for:

9.24.1 The Objector contends that the Schedule of Landowner Engagement was inaccurate, stating "Deed of Easement in negotiation".

(A) 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 were limited due to disputes regarding the reimbursement of the Objector's professional fees. NGET has since held negotiations with the landowner's representative on a Without Prejudice basis, however, it has not yet been possible to agree terms.

(B) NGET also provided a copy of its "*Guidance for surveyors advising on National Grid projects*" **DH01 (NGET/DH/2)** to the landowner which sets out ways of working between NGET and agents representing landowners and that reasonable and commensurate professional fees incurred by the landowner will be reimbursed by NGET.

(C) A copy of the offer letter for a voluntary deed of easement has been appended to this Statement of Evidence **DH03 (NGET/DH/2)**.

9.24.2 The landowner contends that the extent of plot 48-4 has not been specifically justified.

(A) This plot is required for a stringing area and is therefore wider than the OHL swathe. The general approach and justifications for such areas are provided in the Statement of Evidence of Mr Kirby (**NGET/WK/1**).

9.24.3 The landowner contends that the exercise of the rights sought will interfere with the use of the land for equestrian activities.

(A) NGET is committed to minimising disruption and will seek to agree appropriate access arrangements in advance. Prior to the postponement of the works due to take place in 2026, NGET's contractors had engaged with the Objectors to discuss the proposed routes of access and any considered arrangements which would reduce the impact upon the management of the land. NGET would do the same in exercising its rights sought under the Order for the purposes of future operation and maintenance. The landowner is also entitled to compensation for losses associated with the exercise of the rights sought by NGET under the Order.

(B) NGET notes concerns that the Objector stated regarding that NGET proposed to clear overgrown gateways for access, however it has since been agreed with the landowner's representative that these would be the most appropriate routes to carry out the works associated with the Project.

OBJ17 (formerly OBJ13 as in the Statement of Case) – Keith Stephen Darlay and Geoffrey William Darlay:

9.25 NGET note that the landowner's objection is in line with OBJ15 and therefore the points raised are answered in the response to OBJ15. This is save for:

- 9.25.1 The landowners' objection contends that the existing agreement provides the rights sought under the Order.
- (A) The land owned by the landowner is subject to an existing wayleave. NGET's position is that it does not consider it appropriate to rely on voluntary wayleaves and seeks permanent rights for the reasons already stated earlier in this Statement of Evidence.
 - (B) The landowner's objection contends that insufficient weight has been attached to NGET's correspondence with them regarding the implications of the Order.
 - (C) NGET's position is that it has made reasonable endeavours to engage with the landowners regarding the Project. Ardent has communicated with the landowner throughout the Project in relation to the Order and a voluntary agreement for an easement, a breakdown of the communication is set out below:

Table 8- Engagement with Keith Stephen Darlay and Geoffrey William Darlay

Date	Communication
06/09/2024	Ardent sent a Project Introductory letter and Landowner Questionnaire.
18/03/2025	Ardent sent an offer letter to the landowner for a voluntary Deed of Easement.
01/04/2025	Ardent discussed the Project with the landowner on a telephone call and reissued the offer letter by email.
07/05/2025	Ardent sent an email to the landowner to follow up on the offer of a voluntary Deed of Easement.
04/06/2025	Ardent sent an email to the landowner to follow up on the offer of a voluntary Deed of Easement.
05/06/2025	Ardent sent a letter with an update regarding the Project and refurbishment works.
06/08/2025	Ardent sent an email to the landowner to follow up on the offer of a voluntary Deed of Easement.
03/09/2025	Ardent sent a revised offer to the landowner for a voluntary Deed of Easement.
30/09/2025	Ardent sent a follow up email to the landowner regarding the revised offer for a voluntary Deed of Easement.
12/11/2025	Ardent sent a Land Interest Questionnaire to the landowner. The questionnaire was returned by the landowner on 12/01/2026.

Date	Communication
03/12/2025	Ardent sent a follow up email to the landowner regarding the revised offer for a voluntary Deed of Easement.
11/03/2026	Ardent sent a follow up email to the landowner regarding the revised offer for a voluntary Deed of Easement.
16/03/2026	The landowner returned a signed MoA and provided solicitor details.
20/03/2026	Ardent discussed the Project with the landowners' representatives in a telephone call.
13/04/2026	Ardent discussed the Project with the landowner in a telephone call.
12/05/2026	Ardent emailed the landowners' representative with further detail of the offer for a Deed of Easement.
23/06/2026	Ardent met with the landowners' representatives to discuss the voluntary Deed of Easement.
08/07/2026	Ardent discussed the voluntary Deed of Easement with the landowners' representative in a telephone call.
21/07/2026	Ardent contacted the landowner to make arrangements for an inspection of the property in relation to an Injurious Affection claim.

- 9.26 Ardent has also communicated with the landowner throughout the Project in relation to arrangements for survey access.
- 9.27 NGET provided a copy of its *"Guidance for surveyors advising on National Grid projects" DH01 (NGET/DH/2)* to the landowner which sets out ways of working between NGET and agents representing landowners and that reasonable and commensurate professional fees incurred by the landowner will be reimbursed by NGET.
- 9.28 NGET's position is that it has reached an agreement in principle with the landowners' representative for the land rights sought from the landowner, subject to the settlement of financial terms. It is NGET's understanding that the objection will be withdrawn by the Objector once the financial terms have been agreed.
- OBJ4 (formerly OBJ14 as in the Statement of Case) – Gerald Dunthorne, Phillip Michael Dunthorne, Richard Anthony Dunthorne and G Dunthorne & Sons**
- 9.29 The landowner's objection is broadly in line with OBJ5 and OBJ6 and therefore the points raised are answered in the response to OBJ5 and OBJ6. NGET has held negotiations with the landowner's representative on a Without Prejudice basis, however, it has not yet been possible to agree terms.
- 9.30 NGET provided a copy of its *"Guidance for surveyors advising on National Grid projects" DH01 (NGET/DH/2)* to the landowner which sets out ways of working between NGET and agents representing landowners and that reasonable and

commensurate professional fees incurred by the landowner will be reimbursed by NGET.

- 9.31 Copies of the offer letters for a voluntary deed of easement have been appended to this Statement of Evidence **DH04 (NGET/DH/2)**.

OBJ16 – Paul Spink Limited

- 9.32 NGET note that the landowner's objection is in line with OBJ15 and therefore the points raised are answered in the response to OBJ15. This is save for:

- 9.32.1 The landowners' objection contends that the existing agreement provides the rights sought under the Order.

(A) Part of the land owned by the Objector is subject to an existing wayleave, and part of the land owned by the Objector is subject to an existing easement. NGET's position is that it does not consider it appropriate to rely on voluntary wayleaves and seeks permanent rights for the reasons already stated earlier in this Statement of Evidence.

(B) The existing easement is deficient in comparison to the rights sought under the Order. For example, the existing easement does not contain rights to survey, alter, operate or replace the electric lines, to access adjoining land, or to use small uncrewed aircraft for the purposes of surveys, maintenance, alterations, replacements and inspections. The rights sought by NGET also provides wider rights to manage vegetation and remove obstacles, sets out more defined clearance areas to protect the Towers and electric lines, and permits the installation of temporary roads as would be required for the Project. As set out in Section 6, NGET has included all existing land rights across all of the required land to bring all agreements in line with the modern standard.

- 9.32.2 The landowner's objection contends that insufficient weight has been attached to NGET's correspondence with them regarding the implications of the Order.

(A) NGET's position is that it has made reasonable endeavours to engage with the landowners regarding the Project. Ardent has communicated with the landowner throughout the Project in relation to the Order and a voluntary agreement for an easement, a breakdown of the communication is set out below.

Table 9- Engagement with Paul Spink Limited

Date	Communication
06/09/2024	Ardent sent a Project Introductory letter and Landowner Questionnaire.
18/03/2025	Ardent sent an offer letter to the landowner for a voluntary Deed of Easement.
15/05/2025	Ardent visited the landowner's property to discuss the voluntary Deed of Easement and subsequently provided copies of the letter by email.
05/06/2025	Ardent sent a letter with an update regarding the Project and refurbishment works.

Date	Communication
21/07/2026	Ardent sent a follow up email regarding the voluntary Deed of Easement.
12/11/2025	Ardent sent a Land Interest Questionnaire to the landowner.
04/12/2025	Ardent sent a follow up letter to request the return of the Land Interest Questionnaire.
04/02/2026	Ardent sent an offer letter to the landowner for an updated Deed of Easement.
18/02/2026	Ardent sent an email to the landowner to follow up on the updated Deed of Easement.
20/03/2026	Ardent discussed the Project with the landowners' representatives in a telephone call.
13/04/2026	Ardent discussed the Project with the landowner in a telephone call.
12/05/2026	Ardent emailed the landowners' representative with further detail of the offer for a Deed of Easement.
23/06/2026	Ardent met with the landowners' representatives to discuss the voluntary Deed of Easement.
08/07/2026	Ardent discussed the voluntary Deed of Easement with the landowners' representative in a telephone call.
08/07/2026	Ardent provided a summary of the rights sought in the updated Deed of Easement in comparison to the existing Deed of Easement to the landowners' representative.
09/07/2026	Ardent emailed the landowner's representative regarding progress with the third party developer with an interest over its land.

- 9.33 Ardent has also communicated with the landowner throughout the Project in relation to arrangements for survey access.
- 9.34 NGET provided a copy of its *"Guidance for surveyors advising on National Grid projects"* **DH01 (NGET/DH/2)** to the landowner which sets out ways of working between NGET and agents representing landowners and that reasonable and commensurate professional fees incurred by the landowner will be reimbursed by NGET.
- 9.35 NGET's position is that it has reached an agreement in principle with the landowners' representative for the land rights sought from the landowner, subject to the settlement

of financial terms. It is NGET's understanding that the objection will be withdrawn by the Objector once the financial terms have been agreed.

OBJ7 (formerly OBJ7 as in the Statement of Case) – SNSE Limited, SNSED Limited and NSEM Limited

- 9.36 The Objectors contend that NGET already benefits from existing rights which are sufficient to enable it to undertake and maintain the works on the Objectors' land.
- 9.36.1 NGET does not accept that the existence of existing easements over the Objectors' land renders the compulsory acquisition of the rights sought unnecessary or unjustified. The existing easement is deficient in comparison to the rights sought under the Order. For example, the existing easement does not contain rights to survey, alter, operate or replace the electric lines, to access adjoining land, or to use small uncrewed aircraft for the purposes of surveys, maintenance, alterations, replacements and inspections. The rights sought by NGET also provides wider rights to manage vegetation and remove obstacles, sets out more defined clearance areas to protect the Towers and electric lines, and permits the installation of temporary roads as would be required for the Project.
- 9.36.2 As set out in Section 6, NGET has included all existing land rights across all of the required land to bring all agreements in line with the modern standard. NGET has engaged with the landowner and its representative regarding a voluntary agreement for the rights sought. NGET has confirmed the differences between the existing easement and confirmed the rights sought for the Project to the landowner's representative.
- 9.36.3 Negotiations are ongoing with the landowner's representative regarding an updated Deed of Easement and NGET hopes to have this agreed in due course.
- 9.37 The Objectors raise the juxtaposition of NGET's approach to seeking rights over highway land and its approach to the Objectors' land.
- 9.37.1 NGET does not accept that its approach to highway land is inconsistent with or undermines the justification for seeking to acquire rights over the Objectors' 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. NGET is satisfied that the rights sought over the Objectors' land are reasonably necessary for the purposes of the Project and that there is a compelling case in the public interest for their acquisition.
- 9.38 The Objector raised specific concerns regarding plot 1-13 in respect of a Mineral Haul Road. This relates to OBJ3, Holcim UK Limited and details regarding this objection and NGET's response can be found above.
- 9.39 The Objector raised specific concerns regarding Third Party rights over plot 1-14. This relates to OBJ9, Renewable Energy Systems Limited and the Steeple Renewables Project.
- 9.39.1 NGET's position is that the Project is compatible with Steeple Renewables Project and NGET is committed to engaging with the developer. NGET is progressing negotiations with Renewable Energy Systems Limited to ensure that the interface between the Project and Solar Park is properly managed. This will be captured formally via a legal agreement between NGET and Renewable Energy Systems Limited.
- 9.40 The Objector raised specific concerns regarding the impact of the rights sought on agricultural buildings in respect of plots 1-20 and 1-21.
- 9.40.1 NGET has engaged with the Objector regarding this and the Objector has provided an alternative access route. NGET has reviewed the route through desktop studies and a site visit and confirmed that the alternative route

would be suitable for the purposes of the Project. NGET is progressing with negotiations for a voluntary agreement for an easement which will formally document the alternative access route. Subject to the voluntary agreement competing with the Objector, NGET would not be required to seek rights over plots 1-20 and 1-21.

- 9.41 The Objector raised specific concerns regarding the impact of the rights sought for access over plots 2-6 and 2-7.

9.41.1 As above, NGET is progressing with negotiations for a voluntary agreement for an easement with the landowner, which would enable greater flexibility in access to permit shorter, more direct routes to be taken over the land where feasible. NGET is also committed to engaging with the landowner regarding access for the refurbishment works as part of the Project and will seek to agree access routes in advance to minimise disruption to the landowner as much as possible.

OBJ10 – Crow Park Farming Company

- 9.42 NGET notes that Crow Park Farming Company withdrew part of its objection to the Order on 27th April 2026. The landowner's objection remains in place for plots 16-6, 16-7 and 17-1 in relation to land under Option to Elements Green Trent Limited for the Great North Road Solar and Biodiversity Park.

9.42.1 NGET's position is that the Project is compatible with the Great North Road Solar and Biodiversity Park. NGET is progressing negotiations with Elements Green in relation to the Great North Road Solar and Biodiversity Park to ensure that the interface between the Project and Solar Park is properly managed. This will be captured formally via a legal agreement between NGET and Elements Green. Regarding the specific plots subject to the landowner's objection, NGET has agreed suitable measures with Elements Green Trent Limited in relation to the interface in this location which will form part of the legal agreement with NGET. NGET has made good progress in dealing with the above objectors and where it has been possible agreements or terms have been reached and objections withdrawn. NGET is hopeful of reaching agreements with most of the other objectors before the inquiry is held in August 2026.

10. CONCLUSION

- 10.1 In this statement I have provided a description of the Order Land which is included in the Order. I have described the need for the Order Land, including providing a description of the land and the new rights.
- 10.2 I have described the acquisition strategy pursued by NGET and I have explained the status of negotiations with landowners including the extent of land and rights already acquired by agreement.
- 10.3 I have explained how NGET has complied with the CPO Guidance with respect to attempts to acquire by agreement and have provided an overview of the strategy NGET have used to achieve that.
- 10.4 NGET requires permanent rights to enable the delivery and secure the long-term future of the Project. Where NGET requires rights over land, it has separated them into the 'packages' of rights necessary to deliver the Project, in an effort to minimise impacts on affected landowners.
- 10.5 NGET has engaged with affected persons for a considerable period of time; has sought to acquire necessary rights through voluntary agreements and relies on compulsory purchase powers as a last resort. All the objectors to the Project have been actively engaged in resolving the issues raised, with significant progress made as described in the statement.

11. **DECLARATION & STATEMENT OF TRUTH**

I confirm that I have made clear which facts and matters referred to in this report are within my own knowledge and which are not. Those that are within my own knowledge I confirm to be true. The opinions I have expressed represent my genuinely held professional views.

A handwritten signature in dark ink, appearing to read 'Daniel Harper', with a stylized, sweeping flourish extending to the right.

Daniel Harper

Dated: 27 July 2026