

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

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CLOSING STATEMENT ON BEHALF OF  
THE ACQUIRING AUTHORITY

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**Introduction**

1. These are the closing submissions of the acquiring authority, National Grid Electricity Transmission plc ('NGET'), in support of its application for confirmation of the National Grid Electricity Transmission plc (West Burton to Ratcliffe-on-Soar Refurbishment Project) Compulsory Purchase Order 2026 ('the Order') **(C01)**, made pursuant to Section 10 and Schedule 3 of the Electricity Act 1989 ('the 1989 Act') **(A04)**. If confirmed, the Order will authorise NGET to acquire the land and rights required to deliver the refurbishment and uprating of more than 100km of transmission network infrastructure between West Burton and Ratcliffe-on-Soar substations ('the WRRE Project') and Cottam and Staythorpe substations ('the SCRE Project') (together, 'the Project').
2. In summary, NGET considers that it has conclusively demonstrated:
  - a. that the confirmation of the Order is required for a purpose connected with the carrying on of the activities which NGET is authorised by its licence to carry on, in accordance with the statutory tests contained in Schedule 3, para. 1 of the 1989 Act; and

- b. that there is a compelling case in the public interest, justifying the interference with private property rights to which the Order would give rise.
3. As such, the Order should be confirmed subject to the minor modifications requested by NGET in its updated letter to the Department for Energy Security and Net Zero ('DESNZ') dated 18 August 2026 ('the Updated Modifications Letter') **(C10)**. This matter is addressed later in these submissions.
4. The structure followed by these closing submissions is to set out, in brief, a description of the Order Land, then a summary of the Project underlying the Order, before addressing the application for confirmation by reference to the matters in respect of which the Secretary of State will wish to be satisfied. The submissions will then summarise NGET's response in respect of each of the remaining objections to the Order, as they stand at the close of the Inquiry, as requested in the Inspector's Pre-Inquiry Note dated 17 August 2026.
5. References in these submissions are to the Core Documents (A-F suffix) or to the evidence heard during the Inquiry, in the form **XC [Witness]**.

## **The Order Land and Surrounds**

### The Order Land

6. The Order Land is described in the written and oral evidence of Ms Evans **(F02; XC Evans)**, and the written evidence of Mr Harper **(F09)**. The Order Land, shown outlined in red (and coloured pink or blue) on the Plans that accompany the Order **(C02)** comprises a predominantly linear route running broadly (from North to South) from West Burton 400kV substation to High Marnham 400kV substation, High Marnham to Stoke Bardolph 400kV substation, and Stoke Bardolph to Ratcliffe-on-Soar 400kV substation, together with a further overhead line ('OHL') route between Staythorpe and Cottam 400kV substations.
7. It primarily comprises a corridor of land within which sit the existing OHL and their supporting pylons, together with land over which access is required (including passing

places) and other ancillary areas needed to facilitate the delivery and maintenance of the Project. The Order Land also includes land within the multiple substation sites referenced above, and access to them.

8. The majority of the Order Land is currently in use for agricultural purposes (predominantly Grade 3a agricultural land, with some Grade 3b and Grade 2), comprising a mixture of arable and grassland, together with a few areas of woodland and some public and private roads. Several parcels are however subject to existing, consented or proposed renewable and other energy generation and storage development, primarily solar generation and battery energy storage systems ('BESS'), the interactions with which have been the main focus of the objections received.
9. The Order Land encompasses the land and rights required for the whole Project. The Order Land is made up of the land needed for both sub-projects, WRRE and SCRE, each in turn comprising defined sections.
10. The WRRE Project is approximately 79 km in length and comprises the following sections:
  - a. West Burton to High Marnham (A403) - approximately 14 km, running between towers ZDA210D and ZDA247;
  - b. High Marnham to Stoke Bardolph (A41E) - approximately 40 km, running between towers ZDA247 and ZDF57 and ZD1 to ZD061. This section will include crossings of the A1 road, railway lines near Radcliffe on Trent, Keyworth, Ruddington, Weston and Thurgarton Station, a viaduct at Radcliffe on Trent, the River Soar, and Hoveringham Lake;
  - c. Stoke Bardolph to Ratcliffe-on-Soar (A41F) - approximately 25 km, running between towers ZD61 and ZD137. This section includes four crossings: major roads A453, A60 and A52, and the River Soar.
11. The SCRE Project is approximately 27km in length, between Cottam to Staythorpe 1 (A408), and running between towers ZDA228B and ZDA248B, continuing towards the

interface with ZD1. This route runs through rural Nottinghamshire, crossing the A1 road, the River Soar, farmland and minor roads.

12. The Order Land lies within the County of Nottinghamshire, and within the administrative boundaries of Bassetlaw District Council ('DC'), Newark and Sherwood DC, Gedling Borough Council ('BC') and Rushcliffe BC.<sup>1</sup> None of the host authorities have objected to the Order, including in respect of the acquisition of Special Category Land ('SCL').

#### Special Category Land and Sensitive Areas

13. The Order Land includes Crown Land, as well as open space, common land and allotments. The consents required in respect of the proposed acquisition of third-party interests in Crown Land, and the applications for Section 19 Certificates in relation to the other SCL, are addressed later in these submissions.

14. No part of the Order Land is comprised in a sensitive area for the purposes of the Town and Country Planning (General Permitted Development Order) 2015 ('the GPDO') **(A12)**.

#### Ownership and occupation

15. The Order Land is a mixture of owner-occupied freehold land and land subject to leases and licences, including subsoil interests. In addition to land in private ownership, land within the Order Land is owned or occupied by a range of statutory undertakers and local authorities. There are currently outstanding objections from statutory undertakers in respect of their operational land, and so these submissions will in due course also address the requirements of section 16 of the Acquisition of Land Act 1981 ('ALA 1981').

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<sup>1</sup> Mr Jarvis confirmed that the references to West Lindsay DC and Lincolnshire CC were in error; **XC Jarvis**.

## The Project

### Upgrading and refurbishment of the existing network

16. NGET owns and operates the existing 400kV electricity network connecting the multiple NGET substations referred to above. The OHL dates from the mid C20<sup>2</sup> and now requires upgrading and refurbishment to provide additional capacity and extend its operational lifespan.

17. In order to achieve the additional capacity required, the Project will reductor approximately 106 kilometres of existing OHL, as well as carrying out refurbishment comprising the replacement of fittings, earth wire, steelwork and tower (pylon) furniture. There is no increase to the height or change in location of the towers. Mr Kirby's evidence (**F07**) explains that, where reductoring works are undertaken, this may include replacement of all conductors, fittings, insulators and associated pylon furniture and replacement of existing earthwires, downleads and down droppers; and where pylon works are undertaken, this may include steelwork refurbishment and replacement, repair or replacement of anti-climbing devices and other accessories such as property plates, muffs (concrete caps) and foundation refurbishment, as well as changes to protection and control settings where necessary.

18. As to the works proposed for the previously mentioned route sections:

- a. The West Burton to High Marnham (A403) section is currently strung with a conductor which is already suitable for the required rating and will be retained, save for a short 0.229 km oil-filled cable section that must be replaced to meet rating requirements;
- b. The High Marnham to Stoke Bardolph (A41E) section, Stoke Bardolph to Ratcliffe-on-Soar (A41F) section and the SCRE Project route will be reductored using more power-efficient conductors, as the existing conductors do not meet the required rating; and

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<sup>2</sup> XC Harper.

- c. The Stoke Bardolph to Ratcliffe-on-Soar (A41F) section will also require the replacement of a further short 0.17 km oil-filled cable section.

19. At the West Burton and Ratcliffe-on-Soar substations, new underground cables and high-voltage equipment will be installed to be consistent with the uprated overhead line capacity. This is the only area where infrastructure will not be in precisely the same location as existing, because it is not possible to lay the cables within the original trench. The cables will instead be laid adjacent to those existing.<sup>3</sup> Equipment uprating works will also be carried out at Cottam, Staythorpe, and Stoke Bardolph substations. High Marnham substation is excluded from the Project, forming part of the separate Chesterfield to High Marnham project.

20. Mr Kirby's evidence (**F07**) explains that, where cable works are undertaken, this may include the construction, laying, placing, retention, operation, protection, maintenance, surveying, testing, repair, replacement, alteration, commissioning, removal and decommissioning of the underground electric cables and associated infrastructure; extension and replacement of existing cable sealing end compound fencing; new Cable Sealing End terminations and new gantries; and installation of new switchgear in the form of new earth switches, surge arrestors and post insulators.

21. Specifically, at West Burton, the works comprise extension and replacement of existing cable sealing end compound fencing, replacement of the existing oil-filled cable with new cable sealing end terminations and new gantry, and installation of new switchgear (earth switches, surge arrestors and post insulators). At Ratcliffe-on-Soar the works comprise replacement of the existing oil-filled cable with new cable sealing end terminations and new gantry.

22. Whilst the uprating and refurbishment represent the immediate works proposed as part of the Project, all of that upgraded and renewed infrastructure will require ongoing maintenance to maintain asset health and ensure a reliable and safe electricity supply into the future. NGET has therefore sought permanent rights over all the existing

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<sup>3</sup> XC Evans.

infrastructure via the Order to ensure this maintenance can be undertaken with consistent and sufficient rights. The nature of the rights sought and the justification for those is addressed further below.

#### National Grid Electricity Distribution plc ('NGED') works

23. NGET requires mechanical protection for infrastructure or assets located beneath the OHL during the OHL Works. NGED owns and operates a significant number of High Voltage and Low Voltage overhead assets intersecting NGET's 400kV transmission lines. To mitigate the risk of electrocution to workers accessing these distribution assets, or asset damage, the distribution assets will be replaced with underground alternatives. NGED has been contracted to deliver those works at the intersecting points, subject to it obtaining the necessary land rights on a voluntary basis. Where NGED cannot deliver undergrounding owing to a lack of land rights, an alternative mechanical solution such as scaffolding will be adopted by NGET, utilising the rights sought through the Order.

24. There is however one location where the mechanical alternative cannot be achieved, between ZDF53 and ZDF54 on the Stoke Bardolph to High Marnham circuit. This crossing requires installation by NGED of three new 11kV overhead line wood poles with associated stay wires, installation of a new three-way 11kV underground cable between the poles, and removal of the overhead conductor and poles. In this instance, it has been necessary for NGET to include the freehold land required to deliver these works within the Order as a fallback. This is (a) to guard against the risk that NGED fails to secure the necessary voluntary land rights, and (b) because NGET cannot transfer the benefit of rights obtained under the Order to NGED to complete these works, whereas it can subsequently transfer freehold land for the same purpose.

25. As explained by Ms Evans,<sup>4</sup> NGET and NGED have a close working relationship. There are regular liaison meetings between the two bodies, and whilst voluntary land rights

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<sup>4</sup> XC Evans.

have not yet been secured for the undergrounding works, discussions are underway and Ms Evans is confident that they are likely to bear fruit.

#### Engineering approach to land take for each category of works

26. Mr Kirby's evidence sets out the engineering rationale underpinning the extent of land required for each type of work, which has informed the Order Limits. The principal requirements can be summarised as follows:

- a. OHL swathe: a work area either side of the conductor centreline enabling in-line construction and maintenance, typically 50m wide, to provide sufficient access and rights to cover conductors under blown-out/swung conditions given factors such as span length and pylon type;
- b. Pylon work areas: typically 50m x 50m around the pylon centre (generally sitting within the OHL swathe), allowing works on the tower and cross-arms, and space for vehicles, access, plant, equipment, welfare and safe-zone demarcation;
- c. Stringing areas: bow-tie shaped areas at angle pylon locations to allow stringing of new conductor for each circuit, typically at twice pylon height, providing sufficient space for machinery to achieve a safe pulling angle;
- d. Underground cable swathe: land for the purposes of, or incidental to, construction, laying, retention, operation, maintenance and related activities for the underground cables; and
- e. Access: public highway connection (typically to the highway boundary, including some highway upgrade works); access swathes of typically 5m (3m trackway plus 1m either side for flexibility/safety) suitable for construction and maintenance vehicles; passing places of 10m width to allow safe transit without reversing long distances or onto the public highway.

#### Interfaces with other consented and proposed developments

27. The Order Land overlaps in places with the land required for a small number of existing, consented or proposed third-party energy developments. As set out in the evidence of

Mr Harper (**F09**) there are 14 such developments, with the developers of the following eight projects having originally objected to the Order on that basis: West Burton Solar Project, Cottam Solar Project, Gate Burton Energy Park, the Great North Road Solar and Biodiversity Park, the Steeple Renewables Project, Staythorpe Power Station, Tillbridge Solar and Trent BESS II. Five of these objections (relating to West Burton, Cottam, Trent Bess, Steeple and Tillbridge) have since been withdrawn, with the remaining three anticipated to be withdrawn soon.

28. As explained by Mr Kirby,<sup>5</sup> the fact that the OHL is an existing asset means that it should already have been accounted for in the design of the existing and proposed developments; it is the responsibility of those developers to have done so. During operation, the main impact the OHL has is the requirement to ensure clearance distances are maintained. During works phases (both immediate and future), there may be some interaction where access and working is required over land used for the energy development. Nonetheless, there is no reason why this cannot be managed to ensure that all projects can co-exist successfully, as demonstrated by the agreements reached to date. As Ms Evans explained, NGET is an enabler of developments of the kind affected by the Project – it has no desire to inhibit or impact on their development.

#### The land and rights required

29. Consistent with the approach set out in its published Land Rights Strategy (**E013**), NGET has sought to take a proportionate approach to the acquisition of land and rights required for the delivery and maintenance of the Project. This has primarily involved:

- a. Avoiding freehold acquisition, save in relation to the land that may be required for the NGED works (as previously described); and
- b. Creating 'packages' of rights, and seeking to acquire only the minimum package(s) required in respect of any given plot.

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<sup>5</sup> XC Kirby.

30. The detail of the packages of rights sought can be seen in the Order itself **(CO1)** and in the evidence of Mr Harper **(F09)**. In summary, they comprise:

- a. Overhead Line Rights: All rights necessary at all times for the construction, installation, upgrading, retention, commissioning, use, operation, protection, maintenance, surveying, testing, inspection, repair, modification, renewal, replacement, removal and decommissioning of the electric lines and associated infrastructure, including rights of support, survey access (including drone surveys), vegetation clearance, works compounds, temporary earthing and fencing, and a general right to prevent interference with the lines.
- b. Cabling Rights: Equivalent rights for the underground electric cables, covering construction, laying, retention, testing, drainage works, survey access, vegetation clearance, access road construction, works compounds and rights to prevent interference.
- c. Access rights: All rights necessary to access the land and adjoining land for construction, installation, operation and maintenance of both the electric lines and cables, including establishing works compounds, parking, drainage works, constructing access roads, vegetation clearance and reinstatement.
- d. Oversail Rights: All rights necessary at all times, with plant and equipment, to oversail the land from the air with electric lines and associated infrastructure connected to the exercise of the Overhead Line Rights, Construction Compound Rights and Access Rights, including drone inspection flights and retrieval of unmanned aircraft.
- e. Construction Compound Rights: Those rights necessary for establishing, using and removing works compounds associated with construction, commissioning and decommissioning of the lines and cables, including hardstanding, cabins, welfare facilities, storage, fencing, and vegetation clearance.

31. As explained by Mr Harper,<sup>6</sup> the package of Oversail Rights are always included alongside the Overhead Line Rights, in order to ensure explicit rights are available to oversail land with the OHL that are renewed or replaced (etc) pursuant to the latter rights.

32. All the rights are sought on a permanent basis. However, those involving access or works powers will only be exercised infrequently, with more intensive use generally required only decades apart. As Mr Harper explained:<sup>7</sup>

- a. Inspections are likely to be undertaken annually. This is now often completed via drone or helicopter, and may not involve ground-level access to the land. It may also be noted that, where ground-level access is required, this will typically be taken on foot or by vehicle, and will be short in duration (a few hours).
- b. Maintenance works, such as tower painting or steelwork repairs, are likely to be required every 12-24 years, depending on the level of degradation experienced.
- c. Major refurbishment, such as proposed pursuant to the Project, will only be required c. every 40 years.

33. As such, save for short periods of more intensive exercise during major refurbishments or, to a lesser extent, maintenance periods, the existence of the rights is unlikely to be unduly burdensome or onerous for affected landowners for the majority of the time. Mr Harper further noted<sup>8</sup> that, given the need for long-term positive relationships with their landowners, NGET will always look to work with them to minimise inconvenience (save in case of emergencies), even where they have confirmed rights to enter and work upon land.

34. There have been two primary challenges to the proposed acquisition of the rights. The first has been a challenge as to the need for those rights in circumstances where NGET

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<sup>6</sup> XC Harper.

<sup>7</sup> XC Harper.

<sup>8</sup> XC Harper.

benefits from existing rights in respect of the infrastructure. The second has been a challenge as to the need for permanent rights in circumstances where NGET is able to rely on existing wayleaves, and to seek further wayleaves as required.

35. Although the primary objection containing the first challenge (that of OBJ7 SNSE) has been withdrawn, it is recognised that the Secretary of State will want to be persuaded as to the necessity of the compulsory acquisition proposed. As such, both of these matters are addressed below.

36. In order to determine what land and land rights would be necessary for the delivery of the project, NGET carried out a land rights audit, to understand the scope of, and any gaps in, the existing rights that it enjoys in respect of the existing OHL. That audit, which was carried out by its land agents, Ardent Management Ltd, with support from its appointed solicitors, Herbert Smith Freehills Kramer, identified that:

- a. There were areas along the OHL route where NGET did not benefit from existing rights in respect of its existing infrastructure. This affected around 32 land ownerships.
- b. There were areas where the rights enjoyed by NGET derived only from a temporary and terminable wayleave agreement. This affected around 75 land ownerships.
- c. Finally, there were areas where NGET did benefit from existing easements, but where the existing easements did not contain all of the rights that NGET considers that it requires in order to deliver the Project now and to maintain it over its lifetime. This affected around 108 land ownerships.

37. In respect of those areas where no existing agreement exists, it is self-evident why the order powers are necessary. In respect of those areas where the rights are conferred only by terminable wayleaves, the need to obtain rights that are permanent in duration reflects the changed landscape in respect of transmission infrastructure, and in particular its importance to ensuring the nation's energy security. This is

reflected in the NPS EN-5 policy on the need for permanent rights set out earlier in these submissions.

38. Infrastructure that is critical to the nation's supply of electricity should benefit from rights that are commensurate with the expected lifetime of the assets. NGET (and ultimately the consumer) should not be put to the time and expense of having to secure rights on multiple occasions during the lifetime of those assets in circumstances where it is known now that they will continue in use for many decades. This is the antithesis of efficiency and economy, which NGET is obliged by its licence to deliver.
39. The Order rights are no less necessary in respect of the areas where some rights are already conferred by existing easements. As explained by Mr Harper,<sup>9</sup> the historic easements omit certain rights, which are now regarded as being important and necessary for the delivery of the project works and their future maintenance. Key examples include the omission of rights to "alter" and "replace" existing infrastructure (which are important where, as here, the renewal being carried out is not directly 'like for like'), as well as to "survey" land in connection with the exercise of the rights conferred, including by drone (a method of surveying that actually *decreases* impacts on landowners).
40. Mr Harper further explained to the Inquiry<sup>10</sup> that NGET had been challenged on its ability to carry out works other than like for like replacement and survey works in other areas where similar aged easements were being relied upon, and that this has underlined NGET's desire to ensure that clear and unambiguous rights were in place for the purpose of delivering this critical upgrade project.
41. In all the circumstances, it is clear that the rights sought are both necessary and proportionate.

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<sup>9</sup> XC Harper.

<sup>10</sup> XC Harper.

## The Case for Confirmation of the Order

### The statutory and policy tests

#### *The statutory test*

42. Pursuant to section 10 and Schedule 3, para.1 to the 1989 Act **(A04)**, the Secretary of State may authorise a licence holder to purchase compulsorily any land required for any purpose connected with the carrying on of the activities which he is authorised by his licence to carry on. Para. 1(2) of Schedule 3 confirms that "land" includes any right over land, and that the Secretary of State's power includes power to authorise the acquisition of rights over land by creating new rights, as well as acquiring existing ones. This includes the creation of rights equivalent to an easement and "restrictive rights" akin to restrictive covenants.
43. NGET is the holder of an electricity transmission licence granted or treated as granted under section 6(1)(b) of the 1989 Act. NGET owns the high voltage electricity transmission network in England and Wales and operates the transmission system across Great Britain (through the National Grid ESO). By section 9(2) of the 1989 Act, NGET is charged with the duty *"to develop and maintain an efficient, coordinated and economical system of electricity transmission."*
44. Given the need for the Project and the benefits arising from it, as set out later in these submissions, it is submitted that the test set out in Schedule 3 para.1 is satisfied. Efficiency and economy are inherent in the Project, given that it proposes the refurbishment and upgrading of existing infrastructure in order to provide additional network capacity, rather than the creation of new infrastructure. The delivery of the Project will therefore clearly involve the maintenance of an efficient, coordinated and economical system of electricity transmission. No objector to the Order has suggested otherwise.

### *The policy tests*

45. As with all compulsory purchase orders, in addition to satisfying the any requirements within the relevant statutory power, an applicant must demonstrate a compelling case in the public interest. The Guidance **(B18)**, reflecting the common law, makes clear that a CPO will only be confirmed where the would-be acquiring authority is able to demonstrate a compelling case in the public interest. This will arise where the public benefits that would be facilitated by the order decisively outweigh any private disadvantage suffered by those affected. As summarised in the Inspector's second pre-inquiry note of 17 August 2026, the Guidance also requires it to be demonstrated that:

- a. the Acquiring Authority has a clear idea of how it is intending to use the land it seeks to acquire;
- b. all necessary resources are likely to be available to achieve that end within a reasonable timescale;
- c. the scheme is unlikely to be blocked by any physical or legal impediments to implementation; and
- d. whether the purposes for which the CPO is made justify interfering with the human rights of those with an interest in the land affected.

46. It also requires that the authority provide evidence that meaningful attempts at negotiation to acquire interests by agreement have been pursued or at least genuinely attempted.

47. In respect of each of the above matters:

- a. The overall compelling case is described in the totality of these submissions, supported by the written evidence base prepared by NGET and the oral evidence given during the Inquiry, but the backbone is the need for the Project and its benefits described below, together with the explanation as to why the rights sought are necessary in order to deliver the Project (described under 'The approach to land and rights', above).

- b. The explanation as to how the land included within the Order Limits will be used is given in the section of these submissions above that addresses the scope of the Project, as well as the description of what the rights are for and why they are required.
- c. The availability of funding for the Project is addressed further below, as are the proposals for delivery. This addresses the requirement to show the necessary resources are likely to be available, and also goes to the question of the absence of legal or physical impediments.
- d. Planning, GEMA consent, the likelihood of being granted the Section 19 Certificates sought in respect of SCL, and serious detriment to statutory undertakers are all addressed below. These further confirm the absence of physical or legal impediments to the carrying out of the Project.
- e. Human rights and equalities issues are also addressed below, with the conclusion being that the Order can be confirmed without conflict with human rights and equalities legislation.
- f. The good progress made with negotiated agreements is also evidenced.

48. Consequently, these submissions demonstrate that the policy tests for confirmation of the Order are met.

#### Need for the Project

49. The need for the Project is undisputed by any party to the Inquiry. It is driven by five principal factors, and will enable NGET to fulfil its licence obligation to maintain an efficient and economic electricity transmission system. The five principal factors are as follows:

- a. Network transformation and increases in forecast demand;
- b. The need to relieve network constraints;
- c. The need to facilitate other ASTI projects;

- d. Enabling customer connections; and
- e. Ensuring continued asset health.

50. A summary of NGET's case in respect of each of these matters is set out below.

*Network transformation and increases in forecast demand*

51. The need for the Project arises from the significant transformation underway within the UK's energy system: the transition to a low-carbon economy, growth in renewable generation, and increasing electrification of transport, heating and industry are driving unprecedented demand for transmission capacity. National forecasts prepared by the National Energy System Operator ('NESO') demonstrate that substantially greater volumes of electricity will need to be transported across the country than the network was originally designed to accommodate. This has led to NGET's flagship transmission capacity project, 'the Great Grid Upgrade'. At a local level, existing transmission network in this area was not designed to accommodate this scale of power flows now forecast, and must be upgraded if it is to be able to accept them.

*Relieving network constraints*

52. In light of the abovementioned increase in forecast power requirements, it has been identified that there will be constraints on the transmission system in the Project area, particularly across the B7a and B8 network boundaries, which currently restrict the amount of electricity that can be transferred from generation areas in northern England and Scotland to demand centres further south. If unaddressed, increasing volumes of renewable generation would be unable to be transported efficiently, resulting in higher system costs, reduced network efficiency and impacts on consumers. As such, the Project has been identified as being required to provide the necessary relief from these constraints.

*Enabling customer connections*

53. The Project is also necessary to facilitate a number of contracted customer connections, including major renewable generation, storage and demand projects

planned within the High Marnham and Stoke Bardolph areas, which form an important part of the UK's transition to cleaner and more secure energy. Without the additional capacity created by the Project, those connections would face delays or restrictions, preventing generation and storage assets from connecting when required.

#### *Supporting wider strategic investment*

54. The Project is an enabling component of wider strategic transmission reinforcement planned across the country, in particular supporting delivery of other Accelerated Strategic Transmission Investment ('ASTI') schemes, including the nationally significant Chesterfield to High Marnham ASTI project. These schemes are ones that have been identified as being required to deliver the transmission infrastructure required to meet the Government's Clean Power and Net Zero ambitions. The full benefits of those wider investments cannot be realised unless power can continue to be transported away from the High Marnham area through the circuits forming part of this Project.

#### *Asset health*

55. As noted previously, the existing OHL in this location was originally erected in the mid-C20. In order to ensure it is able to operate efficiently and reliably over the coming decades, it is necessary now for more extensive refurbishment and replacement to be carried out. The works will replace ageing conductors, fittings and steelwork and address identified asset condition issues.

56. It should be noted that the ability of the Project to increase capacity by uprating and refurbishing existing infrastructure, rather than constructing OHL routes, is a particular benefit, given its ability to minimise environmental impacts, disruption and land take, and thereby to provide value for consumers. This in particular assists NGET with delivering on its obligations regarding the economy of the transmission system.

## Benefits

57. If the Project is allowed to proceed, it will result in very significant benefits, again undisputed by any party to the Inquiry. Those benefits can be broadly identified as falling into the following categories: delivering energy security and resilience; supporting the transition to net zero; delivering an economic system, and delivering environmental benefit.

58. These matters were covered in more detail in the written evidence of Ms Evans **(F02)**, and they encompass:

a. In the categories of delivering **energy security and resilience** and **supporting the transition to a net zero/low carbon economy**:

- i. Increased transmission capacity to meet forecast and future flows;
- ii. Ameliorating network constraint;
- iii. Meeting present and future customer connection requirements; and
- iv. Supporting changes to the wider network, including other ASTI projects, through reinforcement.

b. In the category of **delivering an economic system**:

- i. Making best use of existing infrastructure rather than creating new OHL or cable routes; and
- ii. Preventing/reducing the significant constraint costs associated with inadequate capacity.

c. In relation to **environmental matters**:

- i. Improved reliability and asset resilience; and
- ii. Making efficient use of existing assets.

59. As noted in Opening **(INQ2)**, together, the need for and consequential benefits of the Project form the backbone of the compelling case.

### Policy support for the project

60. The compelling case for the Project is further reinforced by a review of Government policy, which provides strong support for it.

61. As explained in the Statement of Case **(C08)**, the UK Government has set ambitious targets to achieve net zero in their greenhouse gas emissions by 2050 in England and Wales. Meeting these targets required a transition to cleaner, greener energy which will necessarily entail a strong and resilient electricity distribution network. This was explained in the December 2020 Energy White Paper **(B08)**, which notes at page 76 that successful delivery of its objectives will require *"growing investment in physical infrastructure, to extend or reinforce the networks of pipes and wires which connect energy assets to the system and maintain essential resilience and reliability."*

62. This objective was then furthered in the March 2023 Power Up Britain Energy Security Plan **(B03)**, and the Net Zero Growth Plan **(B04)**. The ambition stated in those complementary documents is to double Britain's electricity generation capacity by the late 2030s, so as to move towards energy independence and also acknowledging that demand for electricity could itself double by 2050. The Energy Security Plan in particular places great emphasis on ensuring the electricity network infrastructure can facilitate this and speed up green energy delivery and connection.

63. More recently, in November 2024, NESO published independent analysis on how DESNZ can achieve its Clean Power goal, identifying the need for major network expansion in line with published transmission network plans and further strengthening at distribution level **(B16)**. This was followed in December 2024 by the Clean Power 2030 Action Plan **(B15)**, a strategic initiative aimed at transitioning to cleaner energy sources and reducing carbon emissions. Finally, in June 2025 the Department for Business and Trade published the UK's Modern Industrial Strategy **(B17)**, a ten-year roadmap to unlock growth in sectors including clean energy, which noted (amongst other things) that high electricity prices and grid connection delays are a barrier to electrification in energy-intensive industries and to delivering net zero commitments.

64. These national drivers highlight the importance of transforming the UK's transmission network in order to meet the Net Zero and Clean Power objectives.

65. These priorities are taken forward through the Energy National Policy Statements ('NPS'). Although the NPS are primarily the policy documents against which applications for development consent under the Planning Act 2008 are assessed, they expressly state that they are capable of being material considerations for energy projects more generally **(B01; 1.2)**. As explained in the written and oral evidence of Mr Jarvis **(F05; XC Jarvis)**, within NPS EN-1 **(B01)**, paragraphs 2.1.2, 3.3.67 and 3.3.80 emphasise the importance of a secure, reliable and affordable network and the need to adapt and upgrade the existing network to cope with future increased demand and accommodate new connections. Within EN-5 **(B02)**, paragraphs 2.1.4 – 2.1.5 note the long-term nature of electricity transmission infrastructure and that they are expected to be subject to reinforcement and upgrade works over their lifetime, and that such infrastructure and upgrade works have the status of 'Critical National Priority Infrastructure'.

66. Of particular note to the argument relating to the need for permanent rights in respect of the maintenance (etc) of the OHL and cable routes, NPS EN-5 paragraph 2.6.4 also confirms that, where compulsory acquisition of rights for electricity network infrastructure is being sought:

*"... 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".*

67. The revised National Planning Policy Framework is also consistent with the above. At the time Mr Jarvis wrote his evidence, the revised document had not been published. However, he noted the content of draft policy W3, in respect of renewable and low carbon development and electricity network infrastructure **(F05, [3.21])**. That policy

now features in the publication version, subject to a small number of immaterial textual changes. So far as relevant, the publication version states:

*"1. In considering proposals for renewable and low-carbon energy development and electricity network infrastructure, substantial weight should be given to:*

*(a) The benefits for improving energy security, supporting economic development and/or the transition<sup>11</sup> to a net zero future;*

*(b) In the case of applications for the re-powering and life-extension of existing sites, the additional benefit of utilising an established site for this purpose; and*

*(c) The contribution that small-scale and community-led renewable and low carbon energy projects can make to reducing greenhouse gas emissions, along with their associated economic and social benefits.*

*2. Applicants should not be required to demonstrate the need for renewable or low carbon energy development and electricity network infrastructure. Where proposals for this form of development come forward outside areas which have been identified as suitable for them in the development plan, their acceptability should be assessed<sup>12</sup> against the national decision-making policies in this Framework, taken as a whole..."*

68. As set out in the written evidence of Mr Jarvis, local planning policy also provides further support for ensuring necessary electricity network upgrades are made.

#### Planning position

69. As per the evidence of Mr Jarvis **(F05)**, the works comprised in the Project either:

- a. Do not constitute development, as they fall within the statutory exemption contained within section 55(2)(c) (the carrying out by a local authority or statutory undertakers of any works for the purpose of inspecting, repairing or

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<sup>11</sup> Draft version said 'moving to a net zero future'.

<sup>12</sup> Draft said "The should be acceptable when assessed against..."

renewing any sewers, mains, pipes, cables or other apparatus, including the breaking open of any street or other land for that purpose) **(A04)**; and/or

- b. they constitute permitted development and do not require express planning permission.

70. The permitted development rights relied upon are those under the GPDO **(A12)**:

- a. Part 15, Class B which provides the general rights for development by statutory undertakers for the generation, transmission or supply of electricity for the purposes of their undertaking;
- b. Part 4, Class A for the temporary construction compounds; and
- c. Part 2, Class B for the construction of accesses.

71. NGET recognises that there are restrictions and limitations upon the use of permitted development rights in certain cases. However:

- a. Mr Jarvis confirmed<sup>13</sup> that the works will not fall within either paragraph 20 of Schedule 1 to the Town and Country Planning (Environmental Impact Assessment) Regulations 2017 **(A13)** nor paragraph 13 of the table within Schedule 2 to the same regulations. As such, the restriction on the use of permitted development rights contained in Art 3(10) of the GPDO is not engaged.
- b. None of the conditions contained in paragraph B2 of Part 15, Class B of the GPDO **(A12)** would be breached by the proposed works.
- c. The works are exempted from the requirement for s.37 consent by virtue of Regulation 3(1) of the Overhead Line (Exemption) (England & Wales) Regulations 2009 ('the Exemption Regulations') **(A09)**. Mr Jarvis also confirmed<sup>14</sup> that none of the limitations on the exemptions contained in

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<sup>13</sup> XC Jarvis.

<sup>14</sup> XC Jarvis.

Regulations 4 and 5 of the Exemption Regulations would be offended by the proposed works.

72. None of the host local planning authorities (nor any other party) have contested NGET's case that permitted development rights apply.

73. In relation to the secondary consents that are likely to be required in connection with the Project (such as protected species licences or ordinary watercourse consents), Mr Jarvis explained<sup>15</sup> that WSP on behalf of NGET have reviewed those likely to be required and consider that there is nothing unusual about any of them, such that they would expect the consents to be forthcoming at the point at which they are sought. This view is reinforced by the fact that such consents were in fact obtained in respect of the now-abortive works proposed for 2026, prior to the cancellation of the relevant outage.

74. In light of the above, there are no planning-related impediments to the delivery of the Project.

#### Alternatives

75. In light of the critical need for additional network capacity in this location, taking no action is simply not an option.

76. Consideration has however been given to alternative forms of intervention, as explained in the written and oral evidence of Ms Evans (**F02; XC Evans**). She explained that 16 strategic options had been considered in total. The purpose of that options appraisal work was to determine how best to increase network capacity while minimising environmental and community impacts, ensuring deliverability and providing value for consumers.

77. 'Do Nothing' was rejected as an option given the urgent and compelling need for additional capacity. The remaining options shortlisted included building a wholly new 400kV circuit and different technologies which could uprate the existing infrastructure. These included hotwiring, installing power control devices and different conductor

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<sup>15</sup> XC Jarvis.

types. Options that did not meet the core investment drivers were discounted, resulting in hotwiring, power control devices and some conductor types being discounted.

78. This left four credible options, one of which the new circuit option, which was subsequently discounted as there were other credible options to upgrade the existing infrastructure whilst avoiding unnecessary new infrastructure, keeping environmental and land impacts to a minimum. Out of the final three options (reported in Ms Evans' written evidence) **(F02)**, the detailed assessment concluded that Option 1 was preferred and the most optimal solution as it meets the technical need to increase power flow, supports renewable generation and avoids unnecessary new infrastructure. It is also the most efficient and cost-effective solution for consumers and can be constructed within the short outage windows that the electricity network in this location requires.

79. In any event, owing to the nature of the works required, no alternative would have resulted in a lesser degree of compulsory acquisition.

80. There are therefore no known alternative works capable of delivering the benefits of the Project with a lesser interference in the land. No remaining objector has suggested otherwise.

#### Deliverability

81. There are two aspects to deliverability: the availability of a party (or parties) physically able to undertake the development proposed (or to co-ordinate the same), and the availability of funding to pay for that development. In the present case, NGET can satisfy the Secretary of State as to both.

#### *Proposals for delivery*

82. NGET has been utilising an Early Contractor Involvement contracting strategy for the development and undertaking of the initial construction works. This means that it has had a contractor in place from an early stage, ensuring that a deliverable scheme is designed and procured. Some early works have already taken place, in locations where

NGET has had the land rights to do so. These have included some surveys, vegetation clearance and mobilisation of a site compound.

83. It was originally intended to deliver the refurbishment and reconductoring works in two outages, in 2026 and 2027. Delivery of works in 2026 would have required NGET to undertake the works 'on risk' as to whether it in fact had adequate land rights to do so (as discussed further above). However, owing to matters unrelated to the Project, NESO cancelled the 2026 outage in late July, and it has been reprogrammed for 2028.

84. In line with the short outage periods given by NESO (the duration of which reflects the importance of this area of the network), NGET now intends to carry out the works:

- a. For the WREE Project, in two tranches:
  - i. Between November 2026 and August 2027 for the West Burton cable replacement, OHL route steelwork and OHL reconductoring (with the outage period being between March and August 2027, and site mobilisation and enabling works taking place in advance of this).
  - ii. Between January 2028 and August 2028 for the Ratcliffe cable replacement, and remaining OHL reconductoring (with the outage period being between March and August 2028, and site mobilisation and enabling works taking place in advance of this).
- b. For the SCRE Project, in a single tranche between July 2027 and November 2027, with the outage period being between August and November 2027, and site mobilisation and enabling works taking place in advance of this.

85. NGET's intention is for all upgrade and refurbishment works to be complete by Q4 2028.

86. The only challenge by any objector to the Project regarding deliverability has been from **OBJ21 JG Pears**, who identified an alleged conflict between access rights sought for the Project, and the delivery of the new High Marnham substation on the same

plots. However, as explained by Mr Harper,<sup>16</sup> it has been necessary for the Project to ensure that it has sufficient access rights to meet its own needs in the event that the High Marnham substation is not delivered. In the event that the High Marnham substation *is* delivered as anticipated, then NGET will identify an alternative access route within the land ownership that it will enjoy in connection with the delivery of that project. As such there is no insurmountable conflict between NGET's projects and the rights sought within the Order are necessary.

87. Although JG Pears' objection asserted (at [16]) that there would be multiple other conflicts of this type, none were identified either in the objection or in any subsequent evidence, and Mr Harper confirmed<sup>17</sup> that he is not aware of any. Ms Evans also explained<sup>18</sup> that the multiple NGET projects within this area were being coordinated, and that NGET was confident that they could all be delivered compatibly.

#### *Funding*

88. As explained more fully in Ms Evans' Statement (**F02**), NGET's board have approved sufficient funding to deliver the Project (in terms of both land assembly and scheme construction costs).

89. Ofgem are expected to allow the recovery of the expenditure that will be incurred through its RII-ET3 Load Related Re-opener framework, which is designed to fund major transmission investments that were not included in baseline allowances, but which have become necessary to meet changing network requirements. The regulatory process relating to costs recover is being followed by NGET, and has not yet been completed, but this does not affect the fact that NGET has already committed to the funding in any event.

90. In the circumstances, there is no financial impediment to delivery of the Project. No Objector to the Order has suggested otherwise.

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<sup>16</sup> XC Harper.

<sup>17</sup> XC Harper.

<sup>18</sup> XC Evans.

## **Attempts to acquire by agreement**

### NGET's Approach

91. NGET's preference will always be to seek to secure land and rights on a voluntary basis through negotiation. This approach is enshrined in NGET's LRS, which is adopted across NGET's portfolio of projects **(E013)**.

92. As explained in more detail by Mr Harper **(CD3.1, Section 7)**, the LRS is a specially designed strategy, developed by NGET to ensure a consistent and Guidance-compliant approach to acquiring land and rights for all of their infrastructure projects. It is under continuous review to ensure that it is still fit for purpose, meets NGET's aims, and meets the expectations of third-party landowners and occupiers. The most recent review took place in 2024, when it was found that the LRS continued to perform well.

### Progress and outcomes to date

93. NGET began negotiations with land owners for the required rights in March 2025. The negotiations were initially progressed depending on whether the landowner was one with whom NGET had no existing agreement, a wayleave, or an existing easement. Initial priority was given to landowners with whom NGET had no existing agreement, although subsequently, all landowners from whom rights are required were approached.

94. Out of the total 214 interests now required,<sup>19</sup> Mr Harper confirmed<sup>20</sup> that 84 are now either completed (4) or agreed and with solicitors for exchange and completion (80). This means that nearly half of the land requirements are either secured or will soon be secured. Negotiations have been commenced with all of the remaining landowners, save for those from whom freehold acquisition is required, as this is being progressed by NGET, as previously explained. In the event that NGET are unsuccessful in their

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<sup>19</sup> This has reduced from the 215 set out in Mr Harper's Statement of Evidence **(F09)** following the removal of EDF's interest proposed within the Updated Modifications Letter.

<sup>20</sup> XC Harper.

efforts to obtain a voluntary transfer of the land, NGET will endeavour to make a freehold offer to those affected landowners before relying on their compulsory powers.

95. As noted in Opening, however, it does however remain the case that discussions are not progressing with some of the affected landowners, with some having indicated that they are unwilling to grant the rights sought voluntarily. Other agreements are also sat with third parties awaiting progression. For those reasons, it remains imperative that the Order is confirmed to ensure the timely delivery of the Project and its benefits.

## **Human rights and Equalities**

### Human rights

96. As is evident from the Statement of Reasons **(C03)**, Statement of Case **(C08)**, and evidence of Ms Evans **(F02)** NGET has taken into account the human rights of those who would be affected by the Order. The Secretary of State must do the same.

97. NGET acknowledges that Convention Rights are engaged by the making and proposed confirmation of the Order. Most pertinently in the present case, all those whose property interests would be divested or interfered with have the right to peaceful enjoyment of their property under Article 1 Protocol 1 of the European Convention on Human Rights (protected in domestic law by the Human Rights Act 1998). Some may also have the right to home, private and family life under Article 8.

98. Article 1 Protocol 1 is not however an unqualified right. It is well-settled that interference may be justified in accordance with the law, providing that interference is proportionate to the public interest being achieved. The courts have confirmed that proportionality will have been established if, as is submitted above, the Inspector accepts that the benefits that would flow from implementation of the Scheme are compelling: Hall v First Secretary of State [2007] EWCA Civ 612 at [15]. Similarly, Article 8 rights are not unqualified, and proportionate interferences are permissible.

99. In both instances, NGET relies on the compelling case arising as a result of the important benefits that will be secured by the Project as convincingly outweighing any

interference to which the Order powers would give rise. As to proportionality, NGET is seeking to acquire only the land and those rights which are necessary to facilitate delivery of the Project, and for example is only seeking freehold acquisition of the land required for the NGED diversion works because it is not possible to acquire any lesser right in that case.

100. Anyone whose interest is acquired pursuant to the Order or subject to injurious affection as a consequence of the Project will be entitled to be compensated in accordance with the Compensation Code, mitigating any interference with Convention rights.

101. Furthermore, the making and confirmation of the Order is consistent with Article 6 rights (fair trial rights) by virtue of the availability of the inquiry procedure, and the subsequent availability of legal challenge to any decision taken.

102. The Order can in the circumstances be confirmed consistently with human rights law.

#### Equalities

103. The Secretary of State is subject to the public sector equality duty ('PSED') contained in section 149 of the Equality Act 2010. This means that she is obliged, when exercising functions, to have due regard to the need to: eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under that Act; advance equality of opportunity between persons who share a relevant protected characteristic and those who do not; and to foster good relations between persons who share a relevant characteristic and those who do not.

104. The Project is inherently confined to the existing OHL route. As such the Project will keep the disruption to those living in the area to a minimum, and this will not cause differential impacts to those individuals or groups of individuals who share a relevant protected characteristic.

105. NGET is undertaking negotiations with landowners impacted by the Order and has made particular efforts to avoid the need to use compulsory purchase powers by negotiating by private treaty and by using its powers under the New Roads and Street Works Act 1991 **(A05)** (in respect of land comprised in the highway). Regular engagement has also been taking place with key stakeholders, including affected landowners, since 2025.

106. Nothing has arisen from the engagement to date that caused NGET to become concerned that the Project would have a disproportionate effect on any individuals or groups of individuals with protected characteristics. No objectors to the Order have raised any issues related to equalities considerations.

107. In light of all of the above, NGET considers that the Order can be confirmed consistently with the objectives of the PSED. The Secretary of State is invited to give her own consideration to the PSED, but to adopt this view.

### **Special Category Land**

108. Sections of the Project will pass through areas of land comprised in common land, allotments, and open space, as defined in section 19 of the ALA 1981 **(A03)**. The latter term is defined as encompassing "*any land laid out as a public garden, or used for the purposes of public recreation, or land being a disused burial ground.*"

109. Paragraph 6 of Schedule 3 to the 1981 Act contains restrictions which apply to the acquisition of *inter alia* rights over land forming part of a common, allotment or open space. Whilst no freehold interest is being acquired in any such land, Overhead Line Rights, Oversail Rights, and Access Rights to facilitate the Project are being sought in respect of it. Subject to the modifications proposed in the Updated Modifications Letter, there is:

- a. One plot comprised in an allotment; and

b. 15 plots comprised in open space;<sup>21</sup> plus

c. Three plots of common land, at Sparrow Lane.

110. A compulsory purchase order which authorises the compulsory purchase of rights over land forming part of allotments, common land or open space shall be subject to Special Parliamentary Procedure ('SPP'), unless the relevant Secretary of State ('SoS') certifies that the land, when burdened with the new right, will be no less advantageous to those persons in whom it is vested and other persons, if any, entitled to rights of common or other rights, and to the public, than it was before (Sch 3 para 6(1)(a)) **(A03)**.<sup>22</sup> Applications for certificates in relation to (a) the allotment and open space land; and (b) the common land, were accordingly made to the relevant SoS<sup>23</sup> on that basis,<sup>24</sup> on 5 March 2026 **(C06)**.

111. Both applications were subject to the requisite publicity. One representation was made in respect of the open space/allotment application, by Rushcliffe BC **(OBJ24)**. This took the form of a holding objection, which was subsequently withdrawn on 3 August 2026.

112. Two representations were made in respect of the common land application, one by Ms Michaela Ward **(OBJ25)** and the other by Nottinghamshire County Council ('NCC') **(OBJ26)**. Dealing first with the OBJ26 NCC, this expressly states on its face that it is not an objection to the acquisition of the proposed rights over the common land. Instead, it seeks to draw attention to:

a. The existence of an unauthorised field gate;

b. The fact that some of the common land (in the ownership of **OBJ21 JG Pears**) is currently inaccessible; and

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<sup>21</sup> Confirmed in XC by Mr Harper, who had incorrectly stated that there would be 10 following modification in his Statement of Evidence.

<sup>22</sup> Other exemptions are available but not relied on in this case.

<sup>23</sup> MHCLG for the open space/allotments and DEFRA for the common land.

<sup>24</sup> NGET also relied in **C06** on the size exemption contained in paragraph 6(1)(c) in respect of certain plots, but intends to indicate to the relevant SoS that it no longer wishes to rely on that exemption.

- c. The fact that the registration of the common land does not extend the full width between hedgerows. In this regard, NCC suggest that NGET could exchange land with JG Pears, so that the inaccessible portion can be deregistered and the full width of Sparrow Lane be registered instead.

113. None of the matters indicate that the 'no less advantageous' test is not met, as they are unrelated to the exercise by NGET of the proposed Order rights. Further:<sup>25</sup>

- a. The unauthorised field gate is a matter to be taken up with the landowner and not NGET, who has no responsibility for the same;
- b. Likewise the fact that some of the common land has been rendered inaccessible; and
- c. NGET does not have ownership of the remaining, non-common land between the hedgerows, and is not seeking the same pursuant to the Order. As such, it has no ability to effect the exchange nor secure the increase in the area of common land suggested.

114. In respect of OBJ25 Ms Ward, her letter does not argue that the use of the common land itself would be less advantageous to those with rights of common as a result of the exercise by NGET of the Order rights. Accordingly, it is submitted that her objection could not form the basis for a refusal of the Certificate.

115. What she does raise is concern about the impact of the exercise of the rights on the surrounding area. In particular, she has concerns regarding:

- a. Potential disturbance from 24/7 working;
- b. Impacts on bats using the hedgerows (which are not within the common land);
- c. Impacts on residents' properties (which do not form part of the common land) including property security;

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<sup>25</sup> XC Harper.

- d. Damage to properties (outside of the common land) from traffic fumes and vibrations.

116. None of these concerns are well-founded. In particular:<sup>26</sup>

- a. No 24/7 working is proposed or required in connection with the Project. As confirmed by Mr Jarvis, NGET expects to adhere to ordinary construction working hours;
- b. The Project will not be able to unacceptably disturb bats, given their status as a protected species. Works affecting bats (if any) could and would only be undertaken in accordance with the requirements of Natural England;
- c. The temporary and low-key nature of the works, including the low level of vehicle movements, are not expected to cause impacts on residents' properties. It is noted that the lane is currently used by agricultural vehicles and it is similar vehicles that will be using it in connection with the Project works.

117. In light of all of the above, there is no reason to believe that the SCL, when burdened with the rights NGET seeks, will be any less advantageous to its users. In those circumstances, the relevant SoS should grant the certificates sought, and SCL is not expected to be an inhibition to the confirmation of the Order.

### **GEMA consent**

118. Paragraph 2 of Schedule 3 to the 1989 Act **(A04)** provides that the SoS may not confirm an Order authorising the acquisition of land belonging to another electricity licence holder except with the consent of the Gas and Energy Market Authority ('GEMA'). Here, the Order affects the rights and interests of licence holders EDF Energy (Thermal Generation) Limited and Uniper UK Limited but in respect of agricultural fields outside of the operational boundaries of their site.

119. Accordingly, applications were made to GEMA on 15 May 2026 **(C07)** and on 12 June 2026 **(F03)**. Those applications were made on the basis that, although paragraph

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<sup>26</sup> XC Jarvis.

2(1) of Schedule 3 to the 1989 applies, the restriction on the grant of consent at paragraph 2(2)(a) does not apply because the land is not held by the licence holder for the purposes of an installation necessary for the carrying on of the activities which is it authorised by its licence to carry on. Furthermore, the restriction at paragraph 2(2)(b) does not apply because there is no evidence to suggest that the land in question will be so used or will be within the period of five years beginning on the date of the application.

120. Neither EDF Energy (Thermal Generation) Limited and Uniper UK Limited has objected to the application for GEMA consent or the Order more generally. There is therefore no reason to believe that GEMA consent will not be forthcoming on the basis described, and it too should not be considered an impediment to the Project.

121. There are other interests in the Order land held by licence holders for which GEMA consent is not sought and no modification is proposed. This relates to licence holders who hold rights in the Order land (for example, option agreements for lease, compulsory purchase powers pursuant to a development consent order, existing easements or other rights). The Order does not propose to acquire or interfere with those interests and so GEMA consent is not required on that basis.

### **Statutory Undertaker Land**

122. Another category of SCL engaged by the Order is land within the ownership of Statutory Undertakers ('SUs'). Those SUs from whom rights are sought but who do not object to the Order are listed in Table 6 of the evidence of Mr Harper **(F09)**.

123. SUs who submitted relevant objections to the Order comprised OBJ13 Cottam Solar Limited, OBJ23 EDF Energy, OBJ19 Elements Green Trust Limited, OBJ1 Exolum, OBJ2 Network Rail Infrastructure Limited ('NRIL'), and OBJ18 RWE.

124. Following the recent withdrawals, only the objections of **OBJ1 Exolum, OBJ2 NRIL, OBJ18 RWE , OBJ19 Elements Green** and **OBJ23 EDF** remain, of which only NRIL's representation was expressly made under section 16 of the 1981 Act.

125. It is accepted for the purposes of that section that the land over which NGET's compulsory powers are sought is land used for the purposes of the carrying on of NRIL's undertaking or held for those purposes, and that the section is engaged as a matter of principle.
126. In view of that acceptance, and pursuant to Schedule 3, para.3 of the EA 1989, the SoS may only authorise the compulsory acquisition of rights over NRIL's land if he is satisfied that the right(s) sought can be purchased without serious detriment to the carrying on of the undertaking.
127. Although NRIL submitted written evidence in support of its case that serious detriment is likely to arise as a result of the proposed compulsory acquisition of rights, it did not appear at the Inquiry. This is because the parties have reached an agreement that satisfies NRIL in respect of the protection of its assets and undertaking. That agreement is out for signature by the parties, following which the objection will be withdrawn. The SoS will not in those circumstances ultimately have to deal with that section 16 objection.
128. Insofar as the SoS proposes to deal with the other remaining objections from statutory undertakers as objections made in accordance with section 16 (which is unclear given their lack of reference to section 16), the position is similar. Agreements with all parties are well-advanced, and provide for co-operation between the parties to ensure that no serious detriment to the undertakings will arise. They too are anticipated to be withdrawn shortly.
129. In the unlikely event that the remaining SU objections are not withdrawn prior to the SoS' decision, NGET considers that she is still able to conclude that no serious detriment will arise. As explained by Mr Kirby,<sup>27</sup> NGET has a clear understanding of the nature and extent of the interactions between the scheme boundaries. The existing nature of the OHL infrastructure means that operational phase impacts between the parties' schemes and the NGET project have already been accounted for in the design

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<sup>27</sup> XC Kirby.

of those Projects, and the primary construction phase impacts will relate to access and work areas required for stringing zones. These interactions are expected to be managed by liaison and co-operation. As a very worst case, some of these may require temporary removal and reinstatement of any infringements that may impede deliverability of the works, but given that this would be short term and subject to reinstatement and compensation for any injury, no *serious* detriment would arise.

### **Crown Land**

130. Some of the land through which the Project runs is Crown Land. There are both Crown interests and third party interests in the Crown Land.

131. NGET is not seeking to acquire any Crown interests in the Order Land by compulsion, and is engaged with the Crown regarding voluntary grant of those rights. Mr Harper explained that no issues with the voluntary transfer of such rights was anticipated. In third party interests in Crown Land, Crown consent to the acquisition of or interference with those third party rights is also be sought and is anticipated to be granted.

132. There are also plots in which the Crown does not enjoy the freehold but does enjoy rights. NGET is not proposing to interfere with those rights and solicitors and land agents for NGET are actively engaging with the relevant Crown departments to secure their consent to that scenario. Again, this is expected to be forthcoming and NGET will ensure the SoS is kept up to date with any consents secured in the lead up to her decision.

### **Modifications**

133. Pursuant to the Updated Modifications Letter **(C10)**, NGET has proposed a small number of modifications to the Order. These comprise:

- a. The removal of certain plots within the ownership of EDF Energy (Thermal Generation) Limited, which is an electricity licence holder. The plots are within EDF's operational area and are ones in respect of which NGET has concluded it

already enjoys adequate rights to enable it to deliver the Project now and in the future.

- b. The correction of entries describing land in the ownership of the East Midlands Transport Heritage Trust ('EMTHT') as 'disused railway' when it is in fact 'operational railway'. EMTHT raised this matter in its now-withdrawn objection.
- c. The correction of six instances where the term 'Cable Rights' had been used in lieu of the correct defined term, 'Cabling Rights'.
- d. Removal of reference to 10 plots being 'open space', as NGET has not concluded that they do not meet the definition contained in section 19 ALA 1981.

134. The modifications are minor in nature and are not understood or expected to be controversial. No change increases or alters the nature of the burden of the Order upon any affected landowner. The SoS is invited to confirm the Order subject to the modifications proposed.

### **Outstanding Objections**

135. The number of unresolved objections has now reduced, from 23<sup>28</sup> following the making of the Order, to 9 as the Inquiry closes. Of these, four relate to the resolution of the Elements Green objection, with all anticipated to fall when Elements Green withdraws its objection.

136. A summary of the position as it stands in relation to each remaining objector at the close of the Inquiry is set out below. NGET's response letters **(D series)** and statements of evidence **(F01-F09)** should however be referred to in full for the responses to the complaints made.

137. None of the outstanding objectors have chosen to support their initial objections with any substantive evidence to the Inquiry, and none is considered to disclose any reason

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<sup>28</sup> The three representations made in relation to the Certificates have been addressed above and are not repeated here.

why the Order should not be confirmed, or to necessitate any further modifications to the Order.

#### **OBJ1 – Exolum Pipeline System Limited**

138. Exolum Pipeline System Limited ('Exolum') has apparatus in the form of high-pressure oil pipeline within the Order Land ('the Pipeline Infrastructure'). It appears in the General Entries register of the Schedule to the Order **(C01)**.

139. Exolum does not object to the principle of the Scheme. Its concerns relate to the impact of the proposed rights upon its ability to access maintain the Pipeline Infrastructure, in respect of which it indicated discussions and protective provisions were required.

140. Ms Evans confirmed<sup>29</sup> that those discussions have taken place and resulted in a draft asset protection agreement. She anticipated that agreement was likely to be reached this week. As such, protections will be put in place for Exolum as they wish, and no detriment to their interest will arise from any proposed acquisition pursuant to the Order.

#### **OBJ10 – Crow Park Farming**

141. Crow Park Farming Company and others ('Crow Park Farming') are the freehold owners of Plots 15-4, 15-5, 15-6, 15-8, 15-11, 15-12, 15-13, 15-16, 15-22, 15-23, 15-24, 16-6, 16-7, 17-1, 17-2, 17-3, 17-4, 17-5, 17-6, 17-7, 17-9, 17-10, 17-11, 17-13, 17-14 and 17-16 ('the Crow Park Land'). The Crow Park Land is currently in agricultural use but subject to extant proposals for the Great North Road Solar Park and Biodiversity Park ('GNS Park'). An application for development consent for the GNS Park, made by OBJ19 Elements Green, has been through Examination and is awaiting a decision. A small number of plots are also under option to a separate solar developer, Enso Green. The acquisition of these plots is however no longer subject to objection, as explained further below.

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<sup>29</sup> XC Evans.

142. Existing NGET infrastructure comprising OHL infrastructure and towers is currently situated on the Crow Park Land. The rights sought over the Crow Park Land, and needed for the delivery and maintenance of the Project, comprise Overhead Line Rights, Oversail Rights, and Access Rights.
143. Crow Park Farming does not object to the principle of the Project, and indeed expressly recognises the need for it, but considers that it should not prejudice the delivery of the GNS Park (**OBJ10, p.2**). The objection indicated that it would be possible for the two schemes to co-exist, and that negotiations should take place with a view to securing this.
144. By letter dated 27 April 2026, Crow Park Farming's objection to the acquisition of rights was removed in respect of all plots bar those subject to the Elements Green option. As such, its sole remaining concern is the interaction with Elements Green's proposed GNS Park.
145. Discussions with OBJ19 Elements Green regarding the interface have taken place and are well-advanced, as described further below. In light of this (and noting the comments on interfaces generally, made earlier in these submissions) there is no reason to believe that the acquisition and exercise of rights over the Crow Park Land would compromise the delivery of the GNS Park.
146. For the avoidance of doubt, NGET has sought to acquire the rights required by agreement and the documents are now with the respective legal advisors for agreement and completion.
147. If the voluntary agreement is for some reason delayed or not forthcoming, contrary to expectations, it is clear that the Crow Park Land is required for the Project. NGET's rights can co-exist with the Elements Green scheme, even absent a voluntary agreement. There is a compelling case for the delivery of the Project and therefore the land's acquisition for that purpose.

## **OBJ11 – Chloe Gill**

148. Chloe Gill is the freehold owner of Plots 17-15, 17-17, 18-1 and 18-2 ('the Gill Land').

The Gill Land is currently in agricultural use but subject to extant proposals for the GNS Park. An application for development consent for the GNS Park, made by OBJ19 Elements Green, has been through Examination and is awaiting a decision.

149. Existing NGET infrastructure comprising OHL infrastructure and towers is currently situated on the Gill Land. The rights sought over the Gill Land, and needed for the delivery and maintenance of the Project, comprise Overhead Line Rights, Oversail Rights, and Access Rights.

150. Ms Gill does not object to the principle of the Scheme, and indeed expressly recognises the need for it, but considers that it should not prejudice the delivery of the GNS Park (**OBJ11, p.1**). The objection indicated that it would be possible for the two schemes to co-exist, and that negotiations should take place with a view to securing this.

151. As above, discussions with OBJ19 Elements Green regarding the interface have taken place and are well-advanced. In light of this (and noting the comments on interfaces generally, made earlier in these submissions) there is no reason to believe that the acquisition and exercise of rights over the Gill Land would compromise the delivery of the GNS Park. Ms Gill raises no concerns other than this.

152. NGET has sought to acquire Ms Gill's interest by agreement. Although Ms Gill originally returned a Memorandum of Agreement in respect of the acquisition of her land, this was subsequently revoked as Ms Gill has indicated her intention to sell the land. NGET has sought, but not yet received details of any prospective purchaser, to enable discussions to commence with them.

153. It is apparent that without compulsory powers, NGET's ability to secure the rights needed may be compromised. There is therefore a compelling case to acquire the Gill Land.

## **OBJ12 – The Arlington Trustees**

154. The Arlington Trustees are the freehold owners of Plots 23-3, 23-7, 23-8, 23-9, 23-10, 23-11, 23-12, 23-13, 23-14, 23-15, 23-16, 23-17, 23-18, 24-1, 24-2, 24-3, and 24-4 ('the Arlington Land'). The Arlington Land is in active use as a dairy farm, whilst part is currently in agricultural use but subject to extant proposals for the GNS Park.<sup>30</sup> As explained above, an application for development consent for the GNS Park has been through Examination and is awaiting a decision.

155. Existing NGET infrastructure comprising OHL infrastructure and towers is currently situated on the Arlington Land. The rights sought over the Arlington Land, and needed for the delivery and maintenance of the Project, comprise Overhead Line Rights, Oversail Rights, and Access Rights.

156. The Arlington Trustees do not object to the principle of the Scheme, and indeed expressly recognise that both it and the GNS Park are "*symbiotic*" and are both "*required to help reach...net zero...*" (**OBJ2, p.2**).

157. The Arlington Trustee's objection was concerned with:

- a. The potential adverse effects of the Order powers on the dairy farm and the GNS Park proposal;
- b. The existence of a compelling case, in light of potential impacts on GNS Park, and
- c. The need for substantive discussions between the parties in order to agree terms to ensure both projects can co-exist successfully.

158. The position as regards potential adverse effects on the GNS Park proposal is as per OBJ10 Crow Park Farming and OBJ11 Chloe Gill, above.

159. In respect of potential adverse impacts on the dairy farm, Mr Harper explained<sup>31</sup> that this related to an issue regarding access. The matter was discussed with the Arlington

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<sup>30</sup> Plots 23-16, 23-17, 23-18, 23-19, 24-1, 24-2 and 24-4.

<sup>31</sup> XC Harper.

Trustees at a meeting, and a plan was subsequently circulated and agreed. That matter is therefore understood by NGET to have been resolved to the Trustees' satisfaction.

160. In addition to the above, Mr Harper further explained<sup>32</sup> that the reason why the objection has not yet been withdrawn aside from the impact on the GNS Park proposal is that there is an outstanding discussion between the parties about the level of compensation payable for injurious affection. However, it is anticipated that that issue will be resolved shortly, that the agreement will be formalised, and the objection will be withdrawn.

161. For the avoidance of doubt, NGET has sought to acquire the rights required by agreement, and these will be included in the agreement dealing with access referenced above. The final heads of claim are being negotiated with the landowner and are anticipated to be agreed shortly.

162. Ms Evans explained<sup>33</sup> that the complaint raised in respect of the existence of a compelling case was not raised at a general level. The Trustees' concern was that the acquisition of the proposed rights over their land could not be said to be compelling in circumstances where it might have prevented the delivery of the GNS Park. For the reasons explained below (in respect of the OBJ19 Elements Green objection), the delivery of the GNS park will not be impeded, and so the compelling case for the acquisition of the Arlington Land is as described earlier in the submissions.

163. If the voluntary agreement is for some reason delayed or not forthcoming, contrary to expectations, it is clear that the Arlington Land and is required for the Project. There is a compelling case for the delivery of the Project and therefore that land's acquisition.

#### **OBJ19 – Elements Green Trent Limited**

164. Elements Green Trust Limited ('Elements Green') holds an option over freehold land comprised in Plots 16-6, 16-7, 17-1, 17-15, 17-17, 18-1, 18-2, 23-16, 23-17, 23-18, 23-19, 24-1, 24-2, 24-3, 24-4, 24-5, 24-6, 24-9 ('the EG Land'). The EG Land is

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<sup>32</sup> XC Harper.

<sup>33</sup> XC Evans.

currently in predominantly agricultural use but is subject to proposals for use as part of the GNS Park described above.

165. Existing NGET infrastructure comprising OHL infrastructure and towers is currently situated on the EG Land. The rights sought over the EG Land (which is currently in the ownership of others), and needed for the delivery and maintenance of the Project, comprise Overhead Line Rights, Oversail Rights, and Access Rights. Given that Elements Green only have an option over that land, they are unable to grant the rights sought and so no negotiations with them regarding acquisition have taken place.
166. Elements Green contends that no compulsory purchase powers over its land may be confirmed without consent having been obtained from the Gas and Electricity Market Authority ('GEMA consent'), on the basis that it is another electricity licence holder, in accordance with the provisions of Schedule 3, paragraph 2 of the EA 1989 **(A04)**.
167. Elements Green does not object to the principle of the Scheme. Its concerns relate to the impact of the proposed rights upon its ability to deliver the GNS Park. It considers that the Order powers would give rise to serious detriment, and are disproportionate/unnecessary because alternative approaches to providing NGET with the rights it requires whilst preserving the GNS Park could be delivered. It indicated its willingness to enter into a voluntary negotiation for this purpose.
168. In respect of the requirement for GEMA consent, NGET does not accept that this is required in relation to Elements Green. This is because NGET does not propose to acquire or otherwise interfere with Elements Greens' interest in land, being its option.
169. In respect of the argument that the exercise of the Order rights would give rise to an unacceptable impact on the delivery of the GNS Park scheme, NGET can confirm that discussions have taken place between the parties. NGET has explained a process of co-operation and coordination that can be adopted in order to mitigate any adverse impacts (comparable to that adopted in relation to the now-withdrawn RES objection), and that process is now being recorded in a legal agreement. It is anticipated that the

agreement will be completed in the coming weeks, enabling the Elements Green objection to be withdrawn.

170. The land over which Elements Green has an option is currently owned by other landowners, including Crow Farming, Chloe Gill and the Arlington Trustees. For the reasons explained in relation to those landowners, the rights over land are plainly required to deliver the Project. Given that the delivery of the GNS Park will not be unacceptably impacted, it follows that there is a compelling case for its acquisition.

#### **OBJ15 – NRIL**

171. NRIL are the freehold owners and/or occupiers of Plots 4-12, 15-7, 15-10, 32-24, 33-5, 40-6, 40-13, 40-15, 48-18, 48-21, 48-22 and 48-25 ('the NRIL Land'). The NRIL Land is predominantly in use as or in connection with the operational railway.

172. Existing NGET infrastructure comprising OHL infrastructure is currently situated on the NRIL Land. The rights sought over the NRIL Land, and needed for the delivery and maintenance of the Project, comprise Overhead Line Rights, Oversail Rights, and Access Rights.

173. NRIL do not object to the principle of the Scheme but are concerned about ensuring the protection of the railway. Discussions between the parties have taken place, and resulted in the conclusion of an asset protection agreement. The agreement is currently out for signature, pending which NRIL's objection will be withdrawn. In those circumstances, the SoS can be satisfied that no serious detriment to NRIL's undertaking will arise, and the Order can be confirmed based on the general compelling case.

#### **OBJ18 – RWE Generation UK Plc**

174. RWE have rights conferred by an existing interface agreement in respect of Plot 26-32, the freehold of which is already owned by NGET. The existing interface relates to the operation of the existing Staythorpe Power Station.

175. Existing NGET infrastructure comprising part of a pylon and OHL infrastructure associated with two circuits and Staythorpe Substation is currently situated on Plot 26-32. NGET is seeking to acquire any remaining interests (other than its own) in this plot, so as to ensure those rights do not inhibit the carrying out of the Project. The plot is used by RWE for access to its equipment.

176. RWE does not object to the principle of the Order, but wanted to ensure access to its assets was maintained through an appropriate interface agreement. NGET has negotiated an agreement with RWE, which is expected to be finally agreed and engrossed for signature imminently. In those circumstances, the SoS can be satisfied that no serious detriment to RWE's undertaking will arise, and the Order can be confirmed based on the general compelling case.

#### **OBJ21 – JG Pears Group Limited**

177. JG Pears Group Limited ('JG Pears') is the freehold owner of Plots 11-12, 11-13, 11-14, 11-18, 11-19, 11-23, 11-24, 11-25, 11-27, 11-29, 11-30, 11-31, 11-32, 11-33, 11-34, 11-35, 11-36, 12-1, 12-2, 12-3, 12-4, 12-5, 12-6, 12-7, 12-8, 12-9, 12-13, 12-18 and 13-3 ('the JG Pears Land'). Other companies within the JG Pears Group or individuals associated with the Group have lesser interests in plots within the Order Land but have not submitted objections in their own right.

178. The JG Pears Land is currently brownfield land. Existing NGET infrastructure comprising OHL infrastructure and towers is currently situated over the JG Pears Land. The rights sought over the JG Pears Land comprise Overhead Line Rights, Oversail Rights, and Access Rights. The JG Pears Land (and their wider landholding) is also impacted by other NGET projects in the area.

179. JG Pears has objected to the Order on four grounds:

- a. That the rights are widely drafted, uncertain in length and will restrict JG Pears' use of the land in perpetuity. The specific complaints relate to the inclusion of rights to "alter" and "modify", and to access "adjoining" land.

- b. That potential conflicts with other NGET projects have not been fully considered.  
The specific complaint raised relates to the interaction between the access rights sought and the construction of the High Marnham substation.
- c. That the Order would permit the creation of new access tracks contrary to an existing agreement, when access via the main access (Plot 11-25) is preferred.
- d. That the taking of access and other rights would impact upon the future redevelopment of the JG Pears Land.

180. None of these objections is well-founded.

181. In respect of point (a), Mr Harper confirmed<sup>34</sup> his experience that terms such as “alter” and reference to “adjoining” land are not unusual in modern easements. They are required to ensure that replacement is not limited to like-for-like equipment, as technology develops. He noted that NGET has been challenged about its ability to undertake upgrade works where rights to “alter” or “modify” are not included within existing easements on other projects, hence the requirement to include them here.

182. Other NGET Orders have been confirmed including the terms “alter” and “adjoining land”. Mr Harper made reference to the National Grid London Power Tunnels CPO and the National Grid Sheffield Cables CPO (otherwise known as the National Grid Electricity Transmission Plc (Pitsmoor-Wincobank-Templeborough 275 kV Cable Replacement Scheme) Compulsory Purchase Order 2023). In addition, it is noted that the right to access adjoining land was included in the National Grid Electricity Transmission (Harker Energy Enablement Project) Compulsory Purchase Order 2023. Copies of these Orders (which are legal instruments) are supplied with these closing submissions.

183. There is no difficulty in construing the meaning of these words. As a matter of law, they will be given their ordinary and natural meaning in the context of the Order rights granted as a whole. In the case of “alter” for example, this obviously permits a change to the existing infrastructure, but would not permit a change so significant that a wholly

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<sup>34</sup> XC Harper.

different form of infrastructure to that originally authorised arose. In the event of dispute, lawyers and the Courts would have no difficulty discerning their meaning. There are, for example, many judgments where the meaning of the phrase “adjoining land” has been considered (noting that each will be context-specific).

184. The duration of the rights sought is also not uncertain. They are permanent. Mr Harper explained in evidence<sup>35</sup> the frequency with which they are likely to be exercised, however, a matter addressed earlier in these submissions. Whilst it is true that the rights do represent a permanent restriction on the use of the JG Pears Land, this already exists to a considerable degree given the existing nature of the OHL infrastructure. The relatively infrequent use of the rights, and NGET’s intention to continue to liaise with the landowners regarding any access and works over time, otherwise moderates the extent of any impact.

185. The point raised at (b) above has been addressed earlier in these submissions at [86]-[87] and the response is not repeated here.

186. As to (c) and (d), NGET has concluded that additional access rights, compared to those secured at present, are required in order to carry out the Project works efficiently. Use of the main access alone is not sufficient for this purpose. It has however now had discussions with JG Pears regarding the accesses that may be secured on a voluntary basis, and reached in-principle agreement with it. Mr Harper confirmed that the parties are targeting 5 September 2026 for conclusion of the agreement.

187. If that agreement is secured, NGET will not need to exercise its rights under the Order. However, in the unforeseen event that it does not complete, NGET will need to fall back on the access and other rights contained in the Order. In those circumstances, any interference with JG Pears’ use of the land would be properly justified by the

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<sup>35</sup> XC Harper.

importance of delivering the Project efficiently and economically, as per NGET's licence obligations.

188. Finally, although JG Pears also raised a complaint regarding the negotiations for voluntary acquisition, these have been addressed through the substantive discussions that have taken place since, and which have resulted in the abovementioned in-principle agreement.

### **OBJ23 – EDF Power Solutions on behalf of Gate Burton Energy Park Limited**

189. Gate Burton Energy Park Limited ('Gate Burton') (an EDF Power Solutions-owned company) holds an interest in the Order Land in the vicinity of Cottam Power Station, in connection with its proposed development of a solar farm by Gate Burton ('the Gate Burton Land'). The Gate Burton Land is currently understood to be agricultural fields, but is proposed to be used for the underground cable connection for the solar energy park and BESS pursuant to a development consent order granted in July 2024 ('the GBEP Project').

190. Existing NGET infrastructure in connection with the Project comprising towers and associated overhead line circuits, a section of underground cabling and cable sealing end compounds are currently situated on the Gate Burton Land. The rights sought over the Gate Burton Land comprise Overhead Line Rights, Oversail Rights, and Access Rights.

191. EDF / Gate Burton does not object to the principle of the Project. Its objection is concerned with ensuring that the rights sought and works to be undertaken by NGET in connection with the Project do not adversely impact EDF's existing rights, and ability to complete the GBEP Project.

192. NGET has been negotiating a side agreement with EDF/Gate Burton to deal with the interface between the projects. That agreement is at an advanced stage of negotiation and is expected to be agreed within the next week. In those circumstances, the SoS can be satisfied that no serious detriment to EDF's undertaking will arise, and the Order can be confirmed based on the general compelling case.

## **Conclusion**

193. The Project is one for which there is an identified and undisputed need. The need for electricity network reinforcement projects as a matter of principle is also recognised in policy at all levels, and through (a) the grant of permitted development rights for such projects in general, and (b) the confirmation of funding for this Project in particular. In the absence of the confirmation of the Order, the substantial benefits the Project will deliver in terms of energy security and resilience; supporting the transition to net zero; and environmental matters would be put at risk, increasing the risk of serious adverse effects for the network operator and the public and environment as described earlier in these submissions.
194. NGET is in a position to fund and deliver the Project now, with some works already underway. Planning permission is not required, and no other technical, legal or physical impediments exist.
195. Negotiations with the affected landowners are very advanced, the majority of the remaining objections have now been withdrawn, and the withdrawal of NRIL's objection is anticipated later this week. To the extent that any remain, however, no party has raised any 'in principle' objection to the Project itself or the crossing of their asset. All technical issues have been resolved and the outstanding matters being negotiated relate to the fine detail of contractual arrangements. None of the outstanding objections justify refusal or modification of the Order.
196. The human rights and equalities implications have been carefully assessed and all interferences would be justified and proportionate.
197. In all the circumstances, the Secretary of State is respectfully requested to confirm the Order, subject only to the minor modifications previously described.

REBECCA CLUTTEN

Francis Taylor Building

20 August 2026

## APPENDIX A - TABLE OF INQUIRY DOCUMENTS

| INQ<br>ref |                                       |
|------------|---------------------------------------|
| 1.         | List of Appearances                   |
| 2.         | Acquiring Authority Opening Statement |