
THE ELECTRICITY ACT 1989

AND

THE ACQUISITION OF LAND ACT 1981

**THE NATIONAL GRID ELECTRICITY TRANSMISSION PLC (CHESTERFIELD TO HIGH
MARNHAM REFURBISHMENT PROJECT) COMPULSORY PURCHASE ORDER 2026**

STATEMENT OF REASONS

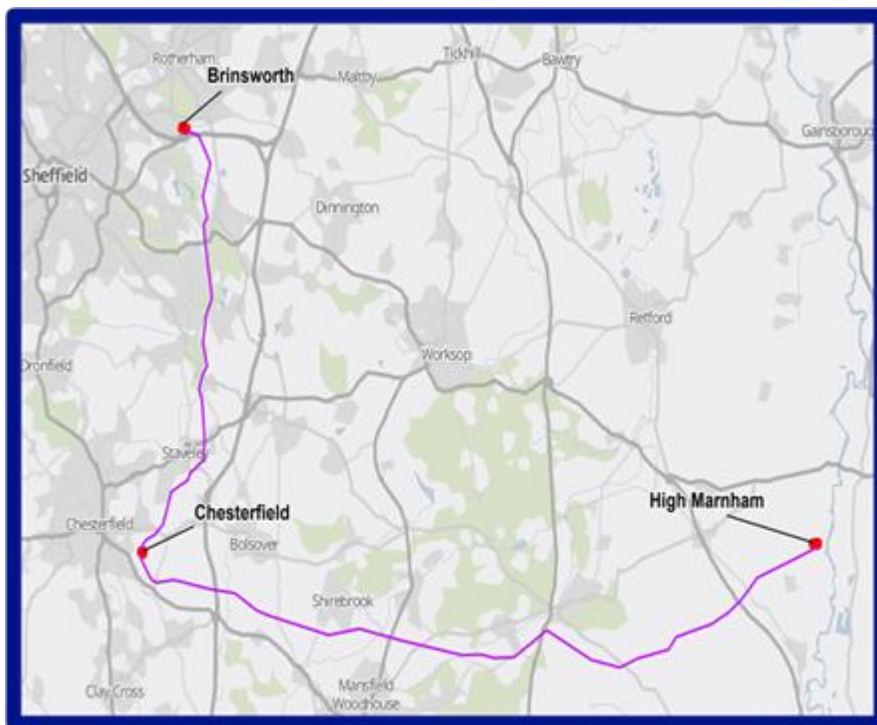
Contents

Section	Page
1 INTRODUCTION	1
2 POWERS UNDER WHICH THE ORDER WAS MADE	2
3 DESCRIPTION OF THE PROJECT AND THE ORDER LAND	4
4 NEED FOR AND BENEFITS OF THE PROJECT	7
5 CONSENTS	14
6 SITE SELECTION AND ALTERNATIVES	16
7 LAND AND NEW RIGHTS REQUIRED	18
8 ENGAGEMENT AND ACQUISITION BY AGREEMENT	19
9 SPECIAL CATEGORY LAND	22
10 DELIVERY AND FUNDING	32
11 HUMAN RIGHTS AND EQUALITIES	34
12 THE MINING CODE	36
13 STATEMENT JUSTIFYING EXTENT OF SCHEME TO BE DISREGARDED FOR THE PURPOSES OF ASSESSING COMPENSATION IN THE 'NO-SCHEME WORLD'	36
14 CONCLUSION	37
15 FURTHER INFORMATION	38
16 LIST OF DOCUMENTS	40
Appendices	
1 Glossary	43
2 New Rights Packages	45
3 Schedule of Engagement	50
4 Unknown Land	58
5 Local Authority Land	64

1. INTRODUCTION

- 1.1 National Grid Electricity Transmission Plc (company registration number 02366977) ("**NGET**") has made The National Grid Electricity Transmission Plc (Chesterfield to High Marnham Refurbishment Project) Compulsory Purchase Order 2026 ("**the Order**") (**Core Document 1**) under section 10 of the Electricity Act 1989 and Schedule 3 to the Electricity Act 1989 ("**the 1989 Act**") and the Acquisition of Land Act 1981 ("**the 1981 Act**").
- 1.2 This Statement of Reasons is a non-statutory statement provided in compliance with the Ministry of Housing Communities and Local Government Guidance on the Compulsory Purchase Process June 2026 ("**the Guidance**") (**Core Document 4**) and is not intended to constitute the Statement of Case that NGET will be required to prepare in accordance with the Compulsory Purchase (Inquiries Procedure) Rules 2007, in the event of an Inquiry into the Order.
- 1.3 If confirmed by the Secretary of State for Energy Security and Net Zero, the Order will authorise NGET to purchase compulsorily the land and new rights in land required for the uprating of the existing Chesterfield to High Marnham overhead lines ("**OHL**") and construction of two new substations at Chesterfield and High Marnham ("**the Project**"). The related but separate Brinsworth to Chesterfield project and the Project form part of the Network Options Assessment ("**NOA**") code 'EDEU' scheme (**Core Document 15**).
- 1.4 EDEU is an Accelerated Strategic Transmission Investment (ASTI) project consisting of the Brinsworth to Chesterfield and Chesterfield to High Marnham projects, which involves uprating the existing double circuit OHL between Brinsworth to Chesterfield, and Chesterfield to High Marnham substations from 275kV to 400kV. A diagram of the two projects that comprise EDEU is at Figure 1 below.

Fig 1



- 1.5 The Order is made in respect of the uprating of the OHL from Chesterfield to High Marnham as well as the Chesterfield and High Marnham substations and related OHL tie in works explained below. A second compulsory purchase order has been made on 1st October 2026 in respect of the uprating of the Brinsworth to Chesterfield OHL refurbishment, the Long Lane substation and related OHL tie ins.

- 1.6 In this Statement, the land which is the subject of compulsory purchase powers is referred to as the “**Order Land**”. The Order Land is described in **Section 7** of this Statement and is shown edged red and shaded pink (land subject to freehold acquisition) and edged red and shaded blue (land subject to the acquisition of new rights) on the Order maps which form part of the Order (“**Order Maps**”) (**Core Document 2**).
- 1.7 The Order also contains a schedule of interests which identifies those persons with an interest in land affected by the Order.
- 1.8 This statement includes the following sections:
- 1.8.1 **Section 2** identifies the powers under which the Order was made;
 - 1.8.2 **Section 3** provides a description of the Order Land and of the proposals for the use of the Order Land;
 - 1.8.3 **Section 4** explains the purpose of the Order;
 - 1.8.4 **Section 5** sets out the consents required to deliver the Project;
 - 1.8.5 **Section 6** explains the site selection process undertaken by NGET and alternatives considered;
 - 1.8.6 **Section 7** provides details of the land and new rights to be acquired under the Order;
 - 1.8.7 **Section 8** sets out NGET’s approach to and progress in acquiring the land and new rights in the Order Land by agreement and explains why the Order is necessary;
 - 1.8.8 **Section 9** covers other special considerations that apply to the Order;
 - 1.8.9 **Section 10** explains how the Project will be delivered and funded;
 - 1.8.10 **Section 11** justifies the use of compulsory purchase powers, and sets out their compatibility with the Human Rights Act and the European Convention on Human Rights and the Equality Act;
 - 1.8.11 **Section 12** considers the application of the mining code to the Order;
 - 1.8.12 **Section 13** provides a statement regarding the extent of the Project for the purposes of assessing compensation in a ‘no scheme’ world;
 - 1.8.13 **Section 14** provides a conclusion to this Statement of Reasons;
 - 1.8.14 **Section 15** explains where those interested may find further information; and
 - 1.8.15 **Section 16** sets out a list of documents which NGET may rely upon as part of the confirmation process for the Order.
- 1.9 This Statement sets out NGET’s justification for promoting the Order and explains why there is a compelling case in the public interest for the confirmation of the Order.
- 1.10 A Glossary of terms can be found in **Appendix 1** to this Statement.
2. **POWERS UNDER WHICH THE ORDER WAS MADE**
- 2.1 Pursuant to section 9(2) of the 1989 Act, the holder of a licence authorising them to participate in the transmission of electricity is charged with the duty “*to develop and maintain an efficient, co-ordinated and economical system of electricity transmission.*”

- 2.2 NGET holds an Electricity Transmission Licence ("**Licence**") granted by the Gas and Electricity Markets Authority under section 6(1)(b) of the 1989 Act. As such, it is empowered to exercise powers of compulsory acquisition.
- 2.3 NGET owns the high voltage electricity transmission network and operates the transmission system across England and Wales.
- 2.4 The Order was made pursuant to section 10 of, and Schedule 3 to, the 1989 Act, and having regard to the Guidance.
- 2.5 Section 10 of the 1989 Act provides that the powers in Schedule 3 (which provides for the compulsory acquisition of land) have effect in relation to the holder of a transmission licence.
- 2.6 Paragraph 1(1) of Schedule 3 provides that:
- "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 the licence holder is authorised by the licence to carry on."*
- 2.7 Paragraph 1(2) of Schedule 3 to the 1989 Act 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 new rights similar to an easement and "restrictive rights", akin to restrictive covenants.
- 2.8 The overriding test with which the Secretary of State must be satisfied in order to confirm the Order is whether there is a compelling case in the public interest and reasonable efforts have been made by the acquiring authority to negotiate the purchase of land by agreement (paragraph 12.3 of the Guidance).
- 2.9 There are a number of general considerations set out in the Guidance that NGET needs to demonstrate to the satisfaction of the Secretary of State. These include that:
- 2.9.1 Reasonable steps should have been taken to understand the impacts of the exercise of the powers on those with an interest in the land through direct engagement and attempt the acquisition of all the land in the order by agreement (paragraph 2.2 of the Guidance). In this respect there should be evidence that negotiation and engagement have been undertaken (paragraph 17.8 of the Guidance). **Section 8** below of this Statement sets out the engagement that has taken place to understand the impacts, and the attempts that have been made to acquire the land and rights by agreement;
- 2.9.2 NGET has a clear idea of how it intends to use the land (or new rights over land) which it is proposing to acquire (paragraph 13.3 of the Guidance). This is addressed in **Section 3** below of this Statement;
- 2.9.3 All necessary resources are likely to be available to achieve that end within a reasonable timescale (paragraph 13.3 of the Guidance) and that the interests of those affected by the order have been considered (paragraph 13.4 of the Guidance). Substantive information should be provided as to sources of funding and the timing of that funding (paragraph 14.1 of the Guidance). This is addressed in **Section 10** below of this Statement;
- 2.9.4 The implementation of the scheme following the confirmation decision being made is unlikely to be blocked by any physical or legal impediments (paragraph 15.1 of the Guidance). These include:
- 2.9.4.1 the programming of any infrastructure works which may be required; and

- 2.9.4.2 any need for planning permission or other consent or licence. This is addressed in **Section 5** below of this Statement;
- 2.9.5 The purposes for which the compulsory purchase order is made justify interfering with the human rights of those with an interest in the land affected and that consideration has been given to public sector equality duty. Particular consideration should be given to the provisions of Article 1 of the First Protocol to the Convention for the Protection of Fundamental Rights and Freedoms (paragraph 12.4 of the Guidance). This is addressed in **Section 11** below of this Statement; and
- 2.9.6 Additional tests must be satisfied where special kinds of land are proposed to be acquired. These are addressed in **Section 9** below.

3. **DESCRIPTION OF THE PROJECT AND THE ORDER LAND**

The Order Land

- 3.1 The Order Land is predominantly agricultural land located within the administrative boundaries of North East Derbyshire District Council and Bassetlaw District Council (the "**Councils**").
- 3.2 The Order Land comprises a combination of existing NGET operational electricity infrastructure, including OHL, land required for access, construction compounds and substation development and associated OHL tie in works. It spans approximately 43 kilometres of existing double-circuit OHL between Chesterfield and High Marnham, as well as land adjacent to the existing High Marnham and Chesterfield substations. A significant proportion of the Order Land either forms part of, or lies immediately adjacent to, land on which existing electricity transmission infrastructure is already situated.

The Project

- 3.3 The Project comprises:
- 3.3.1 the uprating of the existing OHL between Chesterfield to High Marnham from 275kV to 400kV including arcing horn replacement, vegetation clearance, routine maintenance activities and surveys;
 - 3.3.2 the construction of a new 400kV substation at High Marnham and a further new 400kV substation near Chesterfield;
 - 3.3.3 overhead electricity line tie ins, at the 420kV OHL (High Marnham) and 420kV OHL (Chesterfield), overhead electricity line tie ins ZDA/ZDF OHL (High Marnham) and XE OHL (High Marnham);
 - 3.3.4 land required for substation development, access, construction compounds and associated infrastructure;
 - 3.3.5 temporary sealing end compounds and temporary OHL;
 - 3.3.6 removal of associated redundant 275kV equipment and OHL at the existing Chesterfield and High Marnham substations; and
 - 3.3.7 associated infrastructure and connection works.
- 3.4 The strategy for the Project is to maximise the use of existing transmission corridors and assets, which means the OHL works being undertaken along established transmission routes. This corridor is strategically positioned to relieve pressure on the B8 boundary, a key north-south constraint in the transmission system. The B8 boundary separates high volumes of renewable generation in Scotland and the Northeast from demand centres in the Midlands and South of England. The Project is a key reinforcement of the transmission

network between Chesterfield and High Marnham, supporting increased north-south power flows and providing additional capacity across the B8 boundary.

- 3.5 The new substations at Chesterfield and High Marnham will facilitate the connection of the uprated OHL to the transmission network and will include associated access arrangements, construction compounds, drainage, landscaping, biodiversity enhancements and other ancillary works.
- 3.6 The Project is required to reinforce the national electricity transmission network between Chesterfield and High Marnham, increasing network capability across the B8 boundary and supporting the transfer of electricity from areas of generation in the north of Great Britain to demand centres in the Midlands and South of England.

Chesterfield Substation

- 3.7 NGET has obtained full planning permission (Application Ref: 25/01062/MFL) (**Core Document 17**) from North East Derbyshire District Council ("**NEDDC**") for the erection of a 400kV Gas Insulated Switchgear ("**GIS**") substation including three super grid transformers, gantries, internal access roads, a GIS building, parking, drainage, diesel generator, lighting and CCTV, a permanent access road from Calow Lane, earthworks, landscaping and biodiversity enhancement, and fencing, the permanent realignment of footpaths NE5/25/1 and NE5/16/1, and the felling of trees subject to TPO W1/171 (the "**Chesterfield Substation**").
- 3.8 The Chesterfield Substation comprises a new 400kV GIS substation and associated infrastructure within a secured fenced compound of up to 150m x 210m. The principal elements include the construction of the new 400kV GIS substation, up to three super grid transformers ("**SGTs**"), six OHL gantries approximately 12m in height, and three permanent buildings. The 400kV GIS building will measure approximately 76m long by 25m wide and 15m high, housing 13 GIS bays. The compound will be surrounded by a 2.4m high palisade security fence with a 4m high electric pulse fence, including CCTV surveillance.
- 3.9 The substation includes electrical plant for controlling, directing, switching and transforming high voltage electricity, including SGTs with associated cooler banks, GIS switchgear, gas insulated busbars, capacitor voltage transformers, cable sealing ends, earth switches, surge arresters, a diesel generator, and protection and control equipment. Noise enclosures will be installed around each SGT to reduce operational noise.
- 3.10 The site will be accessed via a new permanent access road from Calow Lane. Internal access roads will be 6m wide and surfaced with tarmac, with provision for six car parking spaces including two electric vehicle spaces.
- 3.11 The Chesterfield Substation will require the permanent realignment of Public Rights of Way NE5/25/1 and NE5/16/1. PRoW NE5/25/1 will be realigned onto a slightly amended alignment to the south of the existing substation, broadly maintaining its existing west to east alignment. PRoW NE5/16/1 will be permanently diverted to ensure that an accessible route remains open to the west and south of the proposed substation.
- 3.12 Some redundant equipment within the existing 275kV substation will be removed.

Chesterfield Substation OHL Tie In Works

- 3.13 Temporary and permanent works are proposed to connect the new 400kV Chesterfield Substation to the transmission network. These include modifying the existing Chesterfield to High Marnham circuit, replacing existing pylons with new ones, erecting temporary pylons and installing new OHL. These are to be consented via section 37 of the Electricity Act 1989.

High Marnham Substation

- 3.14 NGET has also obtained full planning permission (Application Reference: 25/01302/FUL) (**Core Document 20**) from Bassetlaw District Council ("**BDC**") for the erection of a 400kV Air Insulated Switchgear (**AIS**) substation with one 400/275kV super grid transformer and one 400/33kV super grid transformer. The application also includes 16 bays, gantries, a control and amenities building, permanent access roads, a diesel generator, parking, drainage, lighting and CCTV, landscaping and biodiversity enhancement, and security fencing (the "**High Marnham Substation**").
- 3.15 The High Marnham Substation comprises a new 400kV AIS substation and associated infrastructure, located on land intersecting with the existing 400kV and 275kV substations and adjoining the former High Marnham Power Station site. The site extent is approximately 36 hectares. The principal elements include the construction of the new 400kV AIS substation, two SGTs (one 400/275kV and one 400/33kV, each approximately 12m long by 7m wide and 10m high), 16 bays (approximately 17m x 19m, up to 11.5m in height), and ten OHL gantries approximately 12.5m high.
- 3.16 20 permanent buildings are proposed as part of the High Marnham Substation, including a combined control and amenities building (33.5m x 15m x 4.5m), 16 portable relay rooms for electrical protection equipment, a 33kV switchgear building, and a small workshop with separate storage unit. The compound will be surrounded by a 2.4m high palisade security fence with a 4m high electric pulse fence, including CCTV surveillance. A noise enclosure will be installed around one of the SGTs to reduce operational noise.
- 3.17 Site access will utilise an existing access point in the northwest of the site, off Fledborough Road, and an existing road in the northern part of the site. A new access road will be constructed from this existing road, travelling southwards to the substation. Internal access roads will be 6m wide and surfaced with tarmac, with provision for six parking spaces including two electric vehicle charging bays. Construction works are anticipated to span approximately 54 months, with pre-commencement works due to start in June 2026 and the substation works expected to be completed by October 2030.
- 3.18 There are no Public Rights of Way identified within the High Marnham site. However, Nottinghamshire County Council has identified a number of Definitive Map Modification Order applications for public footpaths in proximity to the site, with two applications directly interacting with the site. The Landscape Mitigation Plan submitted with the application identifies potential diversion routes should those applications be accepted. The site also includes land identified as common land extending along Sparrow Lane from Hollowgate Lane, although no works are proposed which would impede or prevent access to this land.
- 3.19 Part of the existing 400kV substation on site will no longer be required once the new High Marnham Substation has been built and energised. All redundant equipment within the existing 275kV substation and 400kV substation will be removed.

High Marnham Substation OHL Tie In Works

- 3.20 Ancillary works are required to tie the High Marnham Substation into the existing transmission network. These works comprise the construction of new 400kV OHL and associated equipment, including temporary and permanent pylons. The OHL works will be consented separately under section 37 of the Electricity Act 1989.
- 3.21 The OHL works at High Marnham will involve the removal of sections of existing 275kV and 400kV OHL, including the 4ZV (Chesterfield to High Marnham) 275kV lines, the XE (Thurcroft/West Melton to High Marnham) 275kV line, and sections of the ZDA and ZDF 400kV lines. These will be replaced with new permanent 400kV and 275kV OHL (tie in works) to connect the new substation to the transmission network. The OHL tie in works will be consented separately under section 37 of the Electricity Act 1989. The proposed works represent a significant reduction and rationalisation of the existing OHL configuration.

Related Brinsworth to Chesterfield Project

- 3.22 The related but independent Brinsworth to Chesterfield project will reinforce the electricity network between Brinsworth and Chesterfield by upgrading the existing 275kV transmission lines to operate at 400kV. That project will include the construction of the new Long Lane 400kV substation next to the M1, together with works to connect the Brinsworth to Chesterfield project to the new Chesterfield 400kV substation being delivered as part of the Project.

Other Projects

- 3.23 The Project forms part of a wider package of reinforcement works within National Grid's portfolio in the Midlands and North of England, supporting increased network capability across the B8 boundary and facilitating future generation and transmission connections.
- 3.24 The Project has been developed and programmed alongside other National Grid projects, principally:
- 3.24.1 Brinsworth to Chesterfield ("**BR-CF**")
 - 3.24.2 North Humber to High Marnham ("**CGNC**")
 - 3.24.3 Chesterfield to Willington ("**EDN2**")
 - 3.24.4 Cottam to Staythorpe refurbishment ("**SCRE**")
 - 3.24.5 West Burton to Ratcliffe-on-Soar via High Marnham refurbishment ("**WRRE**")
- 3.25 The Project along with BR-CF acts as an enabler for CGNC and EDN2, through the provision of new 400kV infrastructure and connection points at High Marnham and Chesterfield. National Grid is actively coordinating its nearby strategic infrastructure projects to identify and manage potential interactions relating to land requirements, construction sequencing, access arrangements, outages and future operational interfaces.
- 3.26 The Project interfaces with a number of third-party energy projects and customer connection schemes across the route corridor and around the proposed substations, including projects at High Marnham. Known interactions include Whitestone Solar Farm, Great North Solar Farm and One Earth Solar Farm.
- 3.27 NGET is maintaining an active programme of engagement with the developers, local planning authorities and promoters to identify potential conflicts early and ensure that the Project and third-party projects can be progressed in a coordinated manner wherever possible.
- 3.28 The proposed substations at High Marnham and Chesterfield provide strategic connection points that support future customer connections and wider network reinforcement projects.

4. NEED FOR AND BENEFITS OF THE PROJECT

The need for the Project

- 4.1 As part of its commitment to tackle climate change, the UK Government has set legally binding targets to become net-zero in all greenhouse gases by 2050 for England and Wales. The UK has also committed to a 68% reduction in greenhouse gas emissions by 2030. To meet these targets, the UK will need to continue to move away from traditional forms of energy generation to heat homes, charge vehicles and power businesses, and there will be a greater need for cleaner, greener energy.
- 4.2 NGET owns and maintains the national high voltage electricity transmission system throughout England and Wales. The key role of the transmission system is to connect the electricity generators' power stations with the local distribution networks of the regional

electricity companies. NGET holds the Transmission Licence for England and Wales and is thus obligated to develop and maintain an efficient, co-ordinated and economical system of electricity transmission and to facilitate competition in the generation and supply of electricity, as set out in the 1989 Act.

- 4.3 A large amount of renewable and low carbon energy generation has been forecast connecting into the electricity transmission network in the east coast of England, together with three interconnectors from the continent. As part of the projects comprised within EDEU, NGET is upgrading the existing Brinsworth to Chesterfield and Chesterfield to High Marnham double circuits from the current 275kV to 400kV to help meet that generation.
- 4.4 NGET is responsible for delivering the extensive onshore transmission system enhancements that are required to achieve the government's 2030 power sector decarbonisation target.
- 4.5 In December 2022, ¹Ofgem decided to introduce a new regulatory approval and funding framework for onshore transmission projects required to deliver the Government's 2030 Net Zero ambitions which were to be known as ASTI projects and will apply to an initial 26 projects. The Project is one of those identified ASTI projects (**Core Document 14**). The ASTI framework streamlines the existing large onshore transmission funding submission process by removing the initial needs case and final needs case assessment stages to accelerate project delivery.
- 4.6 As part of this, Ofgem also decided to
 - 4.6.1 Introduce a new output delivery incentive that rewards/penalises the relevant transmission owner for delivery against target delivery dates; and
 - 4.6.2 Provide pre-construction and early-construction funding ahead of planning application submission.
- 4.7 Ofgem's updated cost benefit analysis suggests that, if all projects are delivered by their optimal delivery dates, there is a net consumer benefit of up to £2.1bn (this was considered a conservative estimate of the benefits given the wider strategic benefits that accelerated decarbonisation unlocks).
- 4.8 As set out in the ASTI decision document, Ofgem accept the need for the listed 26 ASTI projects as they meet the "ASTI criteria". This is met where a project is expected to require capital expenditure of at least £100 million, must be operational by 2030 to support the Government's ambition of connecting 50 GW of offshore wind generation, and there is clear evidence that the expected consumer benefits of applying the accelerated delivery framework outweigh the expected consumer detriment.
- 4.9 The B8 boundary separates high volumes of renewable generation in Scotland and the Northeast from demand centres in the Midlands and South. NESO assessed that the boundary will face a capability deficit of 11.6GW by the mid-2030s. Reinforcing this boundary is essential to accommodate increasing north-south power flows, particularly under high wind and interconnector demand conditions.
- 4.10 The Project is a key enabling reinforcement for wider network developments in the Midlands and for projects supporting offshore generation and interconnector connections. A number of other strategic transmission projects depend upon its delivery.
- 4.11 Ofgem identifies the Project as having an important role in enabling the transmission network capacity required to support delivery of the UK's Clean Power 2030 objectives. NESO has identified it as one of the projects whose completion by 2030 will provide significant additional capacity on the electricity transmission network (**Core Document 16**).

¹

https://www.ofgem.gov.uk/sites/default/files/2022-12/ASTI%20decision%20doc%20-%20Final_Published.pdf
Ofgem - Decision on accelerating onshore electricity transmission investment (15 December 2022)

- 4.12 Timely delivery is important because delays could adversely affect dependent reinforcement projects and increase costs borne by electricity consumers.
- 4.13 An explanation is provided below of how the Project complies with national and local policy and guidance and will contribute materially to the achievement of net zero targets.

National Policy

- 4.14 The UK Government recognises the importance and urgency of new energy developments and has published a series of National Policy Statements ("**NPS**") which set out national policy for nationally significant energy infrastructure recognising that providing affordable, reliable and sustainable energy is a key issue in UK Government policy. Although applying strictly to those projects falling within the definition of Nationally Significant Infrastructure Projects ("**NSIPs**"), the NPS may also be a material consideration for projects progressed under the Town and Country Planning Act 1990 (as amended) ("**TCPA 1990**").
- 4.15 For the Project, the NPS for Energy ("**NPS EN-1**") (**Core Document 12**), and the NPS for Electricity Networks Infrastructure ("**NPS EN-5**") (**Core Document 13**), which were updated and came into force in January 2026, are considered to be material considerations.
- 4.16 *NPS for Energy (NPS EN-1)*
 - 4.16.1 The overarching NPS for Energy sets out the Government's policy for delivery of major energy infrastructure.
 - 4.16.2 Paragraph 2.1.2 acknowledges that in order to produce the energy required for the UK and ensure it can be transported to where it is needed, a significant amount of infrastructure is needed at both local and national scale, and that high-quality infrastructure is crucial for economic growth, boosting productivity and competitiveness.
 - 4.16.3 Paragraph 2.4.1 explains that given the vital role of energy to economic prosperity and social well-being, it is important that our supply of energy remains secure, reliable, and affordable.
 - 4.16.4 Paragraph 3.3.1 -3.3.2 notes that we need to ensure that there is sufficient electricity to always meet demand and that electricity demand must be simultaneously and continuously met by its supply.
 - 4.16.5 Paragraph 3.3.3 states that both demand and supply of electricity will increase in the coming decades and that new electricity infrastructure will have to be built to replace output from retiring plants and to ensure we can meet increased demand.
 - 4.16.6 Paragraph 3.3.65 develops this point, noting that there is an *"urgent need for new electricity network infrastructure to be brought forward at pace to meet our energy objectives."*
- 4.17 *NPS for Electricity Networks Infrastructure (NPS EN-5)*
 - 4.17.1 Paragraph 1.1.1 acknowledges that *"the security and reliability of the UK's current and future energy supply is highly dependent on having an electricity network which will enable the new electricity generation, storage, and interconnection infrastructure that our country needs to meet the rapid increase in electricity demand required to transition to Clean Power by 2030 and net zero..."*.
 - 4.17.2 Paragraph 1.1.2 notes that a significant amount of new network infrastructure is required in the near term to directly support the government's ambition to meet our Clean Power 2030 Mission.

- 4.17.3 Paragraph 1.1.3 notes that the electricity network infrastructure to support the government's Clean Power 2030 Mission is as important as the generation infrastructure. Without the development of the necessary networks to carry low carbon power to where it is needed in the UK, the Clean Power 2030 Mission cannot be achieved.
- 4.17.4 Paragraph 1.1.4 notes that the new networks infrastructure needed reflects the huge overhaul of the electricity grid as the UK continues its accelerated transition from fossil fuels to clean electricity generation, in support of Clean Power by 2030. The National Energy System Operator's (NESO) Clean Power 2030 report **(Core Document 16)** acknowledged that current plans for network expansion are sufficient, but must overcome many barriers to deliver on time, and some vital projects need to be accelerated to deliver by 2030.
- 4.17.5 Paragraph 1.1.6 notes that, as identified in EN-1, government has concluded that there is a critical national priority for the provision of nationally significant low carbon infrastructure. This includes for electricity grid infrastructure, all power lines in scope of EN-5 including network reinforcement and upgrade works, and associated infrastructure such as substations. This is not limited to those associated specifically with a particular generation technology, as all new grid projects will contribute towards greater efficiency in constructing, operating and connecting low carbon infrastructure to the National Electricity Transmission System. These are viewed by the government as being critical national priority infrastructure and should be progressed as quickly as possible.
- 4.17.6 To support the above, the network must be effectively planned to ensure that the appropriate investment and right kind of technology is brought online at the right time, in the right places.
- 4.17.7 Delivery of the Project will materially contribute towards achieving these Government objectives.
- 4.18 The key benefits that will arise from the Project, which are in-line with the aforementioned paragraphs of NPS EN-1 and NPS EN-5 are:
 - 4.18.1 **Meeting Energy Demand:** in particular, the Project will directly address the specific need to reinforce the transmission network across the B8 boundary by uprating the existing Chesterfield to High Marnham circuits from 275kV to 400kV, increasing network capability and facilitating increased north-to-south power transfers required to accommodate future generation and demand.
 - 4.18.2 **Energy security/reliability of supply:** improving the resilience of the transmission system reduces the risk to consumer supplies under normal and abnormal operating conditions. In addition to ensuring security of supply in Derbyshire, Nottinghamshire and the wider national electricity transmission network, the Project will form an integral part of the UK's wider electricity network and provide energy reliably whilst ensuring security of supply, because constructing additional substations increases the resilience of the network by enabling the power to flow where it is needed and by increasing the security of the system, ensuring a robust network.
- 4.19 *National Planning Policy Framework*
 - 4.19.1 The National Planning Policy Framework (the "**NPPF**") **(Core Document 5)** is also material to, and demonstrates national policy support for, the Project.
 - 4.19.2 In particular, the NPPF sets out a presumption in favour of sustainable development. In this context, it emphasises three overarching objectives:
 - 4.19.2.1 An economic objective to help build a strong, responsive and competitive economy, including by identifying and coordinating the provision of infrastructure;

- 4.19.2.2 A social objective to support strong, vibrant and healthy communities; and
- 4.19.2.3 An environmental objective to protect and enhance our natural, built and historic environment, including making effective use of land, improving biodiversity, using natural resources prudently, minimising waste and pollution, and mitigating and adapting to climate change, including moving to a low carbon economy.
- 4.19.3 For the reasons set out above, the Project is a sustainable development that meets all of these objectives.
- 4.19.4 Section 10 of the NPPF ('Securing clean energy and water') also sets out a number of core planning principles that should underpin decision making. In particular Policy W3 reads:

"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 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".
- 4.19.5 The Project is sustainable development that meets the objectives of the NPPF.
- 4.20 *Government Papers*
 - 4.20.1 The Energy White Paper – Powering our Net Zero Future ("**EWP**") (**Core Document 6**) was presented to Parliament in December 2020 and builds on the then Government's Ten Point Plan. At the core of the EWP is the commitment to achieve net zero greenhouse gas emissions by 2050 and tackle climate change. The EWP seeks to put in place a strategy for the wider energy system that transforms energy, supports a green recovery, and creates a fair deal for consumers (page 4).
 - 4.20.2 Chapter 2 of the EWP deals with 'Power' with the stated goal being to use electricity to enable the transition away from fossil fuels and decarbonise the economy cost-effectively by 2050. Figure 3.2 of the plan, 'Electricity demand, Net Zero scenarios' (page 42) highlights how electricity demand could double by 2050 as electricity replaces the use of petrol and diesel in transport and to some extent, gas for heating. This would require a four-fold increase in clean electricity generation with the decarbonisation of electricity being required to underpin the delivery of the net zero target.
 - 4.20.3 On page 76 of the EWP, it is recognised that to maintain a resilient and reliable electricity network that can accommodate this increase in generation further investment is needed in physical infrastructure, and that this investment is supported by the government.
 - 4.20.4 The Net Zero Strategy: Build Back Greener, 2021 ("the **Net Zero Strategy**") (**Core Document 7**) sets out the Government's vision of using the necessary action to tackle climate change as an economic opportunity to create prosperity. Chapter 3i (Power) sets out key commitments to deliver a decarbonised power system by 2035. These include:
 - 4.20.4.1 Subject to supply, all electricity will come from low carbon sources by 2035;
 - 4.20.4.2 Delivery of 40 GW of offshore wind by 2030;

- 4.20.4.3 Investing in supply chains, infrastructure and early-coordination of offshore transmission networks for the offshore wind sector; and
- 4.20.4.4 Ensuring the planning system can support the deployment of low carbon energy infrastructure.
- 4.20.5 The UK Government's British Energy Security Strategy (April 2022) ("the **BESS**") (**Core Document 8**) identifies a target of delivering 50 GW of renewable wind energy by 2030. The BESS sets out the Government's aims to reduce reliance on coal and gas and to generate and store more renewable and nuclear energy in the UK and recognises the importance of the transmission network within this strategy, noting that accelerating our domestic supply of clean and affordable electricity also requires the expansion and growth of that transmission network to connect new green energy generation, and to transfer the power to where it is needed most.
- 4.20.6 Building on the BESS and the Net Zero Strategy, the Government published the following plans:
 - 4.20.6.1 'Powering Up Britain' Energy Security Plan (March 2023) ("the **Energy Security Plan**") (**Core Document 11**); and
 - 4.20.6.2 'Powering Up Britain' The Net Zero Growth Plan (March 2023) ("the **Net Zero Growth Plan**") (**Core Document 9**).
- 4.20.7 The Energy Security Plan sets out the steps that the Government is taking to ensure that the UK is "*more energy independent, secure and resilient*". It builds on the Government's ambitions set out in the BESS and the Net Zero Strategy, setting out an aim to double Britain's electricity generation capacity by the late 2030s to move towards energy independence, whilst acknowledging that demand for electricity could itself double by 2050. In this regard, the Energy Security Plan notes that the "*right*" electricity network infrastructure and network connection is critical for building new energy infrastructure, with "*over 250 gigawatts of generation in the transmission connection queue (compared to circa 80 gigawatts that is currently connected)*". The following priorities are identified to speed up the delivery of such infrastructure:
 - 4.20.7.1 Halving development time for transmission network projects;
 - 4.20.7.2 Taking a whole system approach to network planning;
 - 4.20.7.3 Enabling an effective legislative and regulatory framework;
 - 4.20.7.4 Accelerating electricity network connections; and
 - 4.20.7.5 Expanding and optimising electricity interconnection with neighbours.
- 4.20.8 The Energy Security Plan is complemented by the Net Zero Growth Plan, which notes that energy security and net zero are "*two sides of the same coin.*"
- 4.20.9 As well as building on the above documents, the Net Zero Growth Plan is part of the Government's response to the recommendations of 'Mission Zero', the report of the Independent Review of Net Zero published in January 2023 (**Core Document 10**). This report identifies infrastructure's key role in the delivery of net zero, noting that scale and speed are required, and recognising the need for the electricity network to keep pace with the Government's renewable energy ambition. The Net Zero Growth Plan confirms that the Government is "*partly or fully acting upon 23 recommendations from the Independent Review of Net Zero report's 25 recommendations for 2025*". It also sets out progress on delivery in various areas, including the

Government's ambition to halve the time it takes to build new transmission network infrastructure.

- 4.21 Delivery of the Project will materially contribute towards achieving these Government objectives.

Local Policy

- 4.22 The Project falls predominantly within two local authority areas, Bassetlaw District Council and North East Derbyshire District Council. Details of the development plan policy for the two administrative areas are set out below. The OHL also passes through Chesterfield Borough Council and Bolsover District Council administrative boundaries however consents are not needed from these local planning authorities.

Bassetlaw District Council

- 4.23 The Bassetlaw Local Plan 2020-2038 (BLP) was adopted by Bassetlaw District Council ("BDC") on 29 May 2024.
- 4.24 The BLP sets out BDC's development strategy, planning policies and proposals, including site allocations, to guide land use and planning decisions in the district up to 2038. It forms part of the Development Plan for Bassetlaw, alongside the Bassetlaw Local Plan Policies Map (BLPPM) and Nottinghamshire Minerals and Waste Local Plans and replaces the Bassetlaw Core Strategy and Development Management Policies DPD (2011).
- 4.25 Within the BLP's Visions and Objectives for where Bassetlaw District will be in 2038, emphasis is placed on lowering locally produced greenhouse gas emissions through a secure, reliable, affordable net zero and low carbon energy mix. The vision sets out that to achieve this, significant new renewable energy infrastructure will be needed to make meaningful contributions across the district, in part through maximising opportunities for net zero energy generation at the former power station sites, whilst the increasing provision of localised renewable and low carbon technologies will better enable residents and businesses to transition to a net zero carbon district by 2050.
- 4.26 Strategic Objective 11 of the BLP states that BDC places emphasis on transitioning to a net zero carbon district. The Strategic Objective notes that increasing resilience to climate change will require maximising opportunities to generate and use a vibrant mix of renewable energy, zero carbon and other alternative technologies.
- 4.27 The following BLP policies are relevant to the Project: ST1: Bassetlaw's Spatial Strategy, ST9: Large Rural Brownfield Sites, ST33: Design Quality, ST35: Landscape Character, ST37: Green and Blue Infrastructure, ST38: Biodiversity and Geodiversity, ST39: Trees, woodlands and hedgerows, ST40: The Historic Environment, Policy 41: Designated and Non-Designated Heritage Assets, ST42: Promoting Healthy, Active Lifestyles, 46: Protecting Amenity, 47: Contaminated and Unstable Land, ST48: Reducing Carbon Emissions, Climate Change Mitigation and Adaptation, ST49: Renewable Energy Generation, T50: Flood Risk and Drainage, ST51: Protecting Water Quality and Management, ST52: Transport Infrastructure, ST53: Promoting Sustainable Transport and Active Travel and ST56: Provision and Delivery of Infrastructure.

North East Derbyshire District Council

- 4.28 The North East Derbyshire Local Plan (NEDLP) was adopted in November 2021.
- 4.29 The NEDLP sets out the Council's vision, objectives and policies to guide the future sustainable growth and development of the area. The plan is used to guide decisions on planning applications and areas where investment should be prioritised. It forms part of the Development Plan for North East Derbyshire and replaces the 'saved' policies of the 2005 Adopted North East Derbyshire District Local Plan.
- 4.30 The following NEDLP policies are relevant to the Project: SS1: Sustainable Development, SS9: Development in the Countryside, SDC1: Re-use and Conversion of Buildings in the

Green Belt and Countryside, SDC2: Trees, Woodland and Hedgerow, SDC3: Landscape Character, SDC4: Biodiversity and Geodiversity, SDC6: Development affecting Listed Buildings, SDC7: Scheduled Monuments and Archaeology, SDC8: Registered Parks and Gardens, SDC9: Non-designated Local Heritage Assets, SDC10: Decentralised, Renewable and Low Carbon Energy Generation, SDC11: Flood Risk and Drainage, SDC12: High Quality Design and Place-Making, SDC13: Environmental Quality, SDC14: Land potentially affected by Contamination or Instability, SDC15: Development near Hazardous Uses, ID1: Infrastructure Delivery and Developer Contributions, ID3: Sustainable Travel, ID7: Green Infrastructure and ID8: Greenways and Public Rights of Way

Summary of Key Benefits

4.31 The key benefits that will arise from the Project, which accord with NGET's duties, and with the above National and Local policies and guidance, are:

- 4.31.1 The replacement and modernisation of existing outdated infrastructure;
- 4.31.2 The Project will reinforce the electricity network by uprating the existing 275kV transmission lines between Chesterfield and High Marnham to operate at 400kV, transporting clean energy from the North of England to the Midlands and beyond;
- 4.31.3 Reinforcing the OHL corridor is essential to accommodate forecast growth in offshore wind capacity in Scotland and Northeast England and increasing cross-border power flows, securing long-term supply reliability;
- 4.31.4 The Project is one of only four schemes specifically identified in NESO's Clean Power 2030 report as critical to the country's ability to deliver clean power if completed by 2030;
- 4.31.5 NESO's Clean Power 2030 Report (Annex 2) (**Core Document 16**) identified EDEU as one of the highest-impact transmission projects, with consumers potentially facing up to £222 million of additional constraint costs if the Project is not delivered by its intended 2029 completion date;
- 4.31.6 The OHL works connecting both substations into the transmission network represent a significant reduction and rationalisation of the existing OHL configuration;
- 4.31.7 The uprated OHL network addresses the risk of large-scale supply interruptions, helping to preserve and guarantee the robust and reliable operation of the whole electricity system;
- 4.31.8 Delivering increased transmission capacity to meet energy demand and customer connection requirements, transitioning to net zero/low carbon economy and energy security/reliability of supply; and
- 4.31.9 To facilitate and enable other NGET Projects that will further improve the B8 boundary capability for north-south power flow.

4.32 These benefits will not be delivered if NGET is unable to secure the necessary land and new rights for the Project.

5. CONSENTS

Planning Permission

5.1 NGET has obtained two planning permissions under the TCPA 1990 as follows :

- 5.1.1 Full planning permission from NEDDC for the Chesterfield Substation (as described in **Section 3** of this Statement) was granted on 14 August 2026; and

- 5.1.2 Full planning permission from BDC for the High Marnham Substation (as described in **Section 3** of this Statement), granted on 23 June 2026.
- 5.2 Both planning applications were screened under The Town and Country Planning (Environmental Impact Assessment) Regulations 2017 (as amended) (the "EIA Regulations"). In respect of each application, the relevant local planning authority confirmed that an Environmental Impact Assessment was not required, as set out below.
- 5.2.1 Chesterfield Substation: An initial EIA screening request was submitted to NEDDC on 5 April 2024, and NEDDC confirmed on 19 April 2024 that an EIA is not required (LPA ref. 24/00287/EIA). Following the incorporation of the Chesterfield Substation within the wider Project, an updated screening request was submitted to NEDDC on 3 November 2025, and NEDDC confirmed on 18 November 2025 that an EIA is not required (LPA ref. 25/00911/EIA).
- 5.2.2 High Marnham Substation: An initial EIA screening request was submitted to BDC on 18 December 2023, and BDC confirmed on 5 February 2024 that an EIA is not required (LPA ref. 23/01519/SCR). Following the incorporation of the High Marnham Substation within the wider Project, an updated screening request was submitted to BDC on 31 October 2025 (LPA ref. 25/01241/SCR).

Section 37 Consent

- 5.3 Section 37 of the 1989 Act requires consent to be obtained for the installation of new above-ground OHL, subject to certain exemptions. NGET will submit section 37 consent applications in October 2026 to the Secretary of State for Energy Security and Net Zero in respect of the OHL tie in works required at both the Chesterfield and High Marnham sites that fall outside the scope of the planning permissions. These works include modifications to the existing OHL configurations to connect the new substations to the transmission network, as described in **Section 3** of this Statement.
- 5.4 The section 37 consent applications are expected to be determined by the Department for Energy Security and Net Zero by January 2027.

Other Project Works Not Requiring Planning Permission

- 5.5 Certain works that form part of the Project do not require planning permission, either because they benefit from permitted development rights or because they do not constitute development. These are summarised below.
- 5.5.1 **Removal of redundant substation equipment:** The removal of redundant equipment at the existing Chesterfield 275kV substation and the existing High Marnham 275kV and 400kV substations will be undertaken under NGET's permitted development rights pursuant to Schedule 2, Part 15, Class B(f) of The Town and Country Planning (General Permitted Development) (England) Order 2015 (the "**GPDO 2015**").
- 5.5.2 **Removal of redundant OHL equipment:** The removal of redundant OHL equipment throughout the Project does not require consent under s.37 of the 1989 Act and does not constitute development for the purposes of the TCPA 1990 and so would not require planning permission.
- 5.5.3 **Temporary electrical connection works:** Temporary cable sealing end compounds and temporary OHL connections required to maintain continuity of supply during construction will benefit from deemed planning permission under Schedule 2, Part 15, Class B(f) of the GPDO 2015.
- 5.5.4 **Construction compounds:** Temporary construction compounds are needed for the Chesterfield Substation, the High Marnham Substation, OHL works and tie in works, which are anticipated to benefit from permitted development rights under Schedule 2, Part 4, Class A of the GPDO 2015. If required, NGET would seek separate planning consent from the relevant local planning authority.

- 5.5.5 **Upgrading of existing OHL:** The upgrading and ongoing maintenance of the existing 275kV overhead transmission lines between Chesterfield and High Marnham to operate at 400kV does not constitute development for the purposes of the TCPA 1990, as the physical infrastructure is not being replaced and the change relates to the operational voltage of the existing equipment, which is already consented at 400kV. These upgrading works are an integral part of the Project.

Additional Consents and Licences

- 5.6 A number of additional consents and licences will likely be required to facilitate the Project. These include the following:

- 5.6.1 **Public rights of way diversions:** Permanent closure and/or realignment of footpaths in the vicinity of Chesterfield substation (PRoW NE5/25/1 and PRoW NE5/16/1), under section 253 or section 257 of the TCPA 1990. Any necessary temporary diversions would be sought via Temporary Traffic Regulation Orders (TTRO) under sections 14, 15, and 16 of the Road Traffic Regulation Act 1984. There may also be a need to temporarily close PRoW NE5/17/2 for a short period to facilitate drainage works. No public rights of way diversions are anticipated at High Marnham. However, Definitive Map Modification Order applications have been submitted for footpaths interacting with the site, and the Landscape Mitigation Plan identifies potential diversion routes should those applications be accepted.
- 5.6.2 **Construction noise consents:** Applications for 'prior approval' from the relevant local authority at both Chesterfield and High Marnham, to agree on working hours and noise levels before noisy works start, under section 61 of the Control of Pollution Act 1974.
- 5.6.3 **Highways access arrangements:** Temporary and/or permanent access arrangements under section 171 and section 278 of the Highways Act 1980 or sections 14, 15, and 16 of the Road Traffic Regulation Act 1984 at Chesterfield.
- 5.6.4 **Environmental and ecological monitoring activities:** Protected species licences from Natural England required for works that could impact identified species throughout the construction phase, such as bats, badgers, otter and water vole.
- 5.6.5 **Flood risk activity permits:** Specific works near main rivers and strategic flood defences as determined by the Environment Agency under the Environmental Permitting (England and Wales) Regulations 2016. A permit is not anticipated for either Chesterfield or High Marnham.
- 5.6.6 **Watercourse, discharge and/or abstraction consents and permits:** As required throughout the construction phase which could obstruct the flow of ordinary watercourses, or when discharging water into the environment.
- 5.6.7 **Common land consent:** In the event that any restricted works on common land (as defined by section 38 of the Commons Act 2006 ("CA 2006")) are due to be undertaken, consent will be sought in line with the CA 2006.

- 5.7 The above requirements are typical for this type of development. NGET is not aware of any reason why the necessary consents and licences will not be granted when applications are made at the appropriate time. Should additional consents or licences be identified as the Project's detailed design develops, NGET and their contractors are confident that these will be satisfactorily agreed with the relevant authorities.

6. SITE SELECTION AND ALTERNATIVES

- 6.1 For the proposed Chesterfield Substation, eight potential sites within a 2km radius of the existing substation were identified and assessed through a structured siting study.

- 6.2 Four sites were discounted at an early stage due to their unsuitability for either an Air Insulated Switchgear (AIS) or Gas Insulated Switchgear (GIS) development. The remaining sites were subject to more detailed technical, environmental and deliverability appraisal, resulting in the Chesterfield Substation site being identified as the preferred location.
- 6.3 The Chesterfield Substation site was selected as the preferred site as it provided the most balanced solution when considering technical, environmental, land and programme requirements. Specifically, the site:
- 6.3.1 Minimises OHL and cable lengths, reducing the extent of network diversions and new connections required.
 - 6.3.2 Makes best use of existing transmission infrastructure and provides efficient integration with the existing electricity network.
 - 6.3.3 Requires the least complicated connections or diversions to the existing OHL network, reducing project complexity and programme risk.
 - 6.3.4 Minimises impacts on ecological receptors and broader environmental constraints.
 - 6.3.5 Balances technical performance and capital cost requirements against consequential environmental effects, in accordance with Horlock Rule 1.
 - 6.3.6 Is located adjacent to existing National Grid infrastructure, supporting efficient construction, operation and long-term maintenance while reducing land and deliverability risks.
- 6.4 For the proposed High Marnham Substation, a long list of 19 potential sites within 5km of the existing substation was identified and assessed through a structured siting study. Fifteen sites were discounted during the initial appraisal due to their distance from the existing transmission network, the complexity of OHL reconfiguration required, and environmental and planning constraints. Four sites were subsequently shortlisted for detailed assessment, with the High Marnham Substation site emerging as the preferred location.
- 6.5 The High Marnham Substation site was selected as the preferred site as it provided the most balanced solution when considering technical, environmental, land and deliverability factors. Specifically, the site:
- 6.5.1 Optimises and minimises OHL and cable lengths, reducing the extent of new infrastructure and associated environmental impacts.
 - 6.5.2 Makes effective use of existing National Grid infrastructure and benefits from its proximity to the existing substation.
 - 6.5.3 Presents fewer planning and land constraints than alternative options and benefits from engagement with neighbouring developers.
 - 6.5.4 Minimises potential impacts on local habitats, landscape features and environmental receptors.
 - 6.5.5 Reduces development risk associated with land contamination and site constraints identified on alternative options.

The Existing OHL

- 6.6 The Project requires works to the existing OHL, for which no reasonable alternative exists given that the works must be carried out on the line as currently installed. Access rights are sought only in respect of those accesses that are strictly necessary to facilitate the required works to the existing infrastructure.

Substation Tie In Locations

- 6.7 The tie in locations needed for the new substations at Chesterfield and High Marnham are intrinsically linked to the selected substation site, which was identified via the optioneering process described above. A key aspect of that process was minimising the extent of new infrastructure and associated impacts. Locating substations further from the existing transmission network would have required additional connection infrastructure and more extensive tie in works resulting in increased land take and environmental effect. The selected substation locations therefore represent the option that minimises the extent of the tie in works and associated impacts whilst meeting the Project's operational, technical and safety requirements.

7. LAND AND NEW RIGHTS REQUIRED

- 7.1 The Order Land consists of 683 plots of land within a number of different ownerships, including freehold, leasehold and occupational interests. The full extent of the Order Land is shown on the maps that accompany the Order. The Order Schedule sets out the details of those interests. Details of the negotiations with the affected parties to date are detailed in **Section 8** of this Statement.

- 7.2 In summary, the Order Land comprises:

7.2.1 Permanent acquisition of land at the Chesterfield Substation and High Marnham Substation. In respect of Chesterfield, this is unregistered land already owned by NGET but given the existence of a third-party tenant, it has been included in the Order to ensure no impediment to delivery of the works.

7.2.2 New rights as follows:

7.2.2.1 Overhead Line Rights for the uprating of the existing OHL between Chesterfield to High Marnham from 275kV to 400kV.

7.2.2.2 Overhead Line Rights for the substation tie in works.

7.2.2.3 Access Rights to access the OHL infrastructure and two substations.

7.2.2.4 Construction Compound Rights to support the construction of the OHL infrastructure and two substations.

7.2.2.5 Utilities Works Rights for utilities works near High Marnham substation.

7.2.2.6 Drainage Rights for the carrying out of dewatering and drainage works.

- 7.3 The rights sought are necessary to undertake the proposed works for the Project but also to ensure that the OHL infrastructure can be retained, accessed and maintained in accordance with NGET's duties to maintain the asset health of the infrastructure and ensure a reliable and safe supply of electricity. It is therefore necessary for NGET to seek permanent rights pursuant to the Order in respect of existing OHL infrastructure to ensure that NGET has a consistent suite of essential rights for the operation and maintenance of its transmission network. Where NGET already benefits from such rights pursuant to existing agreements, it has not included that land in the Order.

- 7.4 The land over which new rights are sought is shown coloured blue on the Order Maps. The new rights have been separated into 'packages' based on their purpose and applied to specific plots, as appropriate. Some of the rights are only required for temporary purposes, such as the creation of construction compounds, and will only be exercised during the construction phase. Other rights will be permanent in nature, such as the right to keep installed, operate, maintain and decommission the new sections of OHL.

- 7.5 The rights 'packages' have been tailored in this way to ensure that a proportionate approach to compulsory purchase is taken, and that the impact for affected landowners and occupiers is limited so far as reasonably practicable.
- 7.6 The rights packages are defined in full in the Order and are replicated in **Appendix 2** to this Statement of Reasons.
- 7.7 NGET considers it essential to secure the grant of permanent rights akin to easements for the OHL rather than wayleaves (whether by negotiation or through the Order) for the following reasons:
- 7.7.1 It is in the public interest to obtain the appropriate security for the electricity transmission network through the grant of permanent land rights rather than temporary wayleaves; and
- 7.7.2 Permanent land rights are commensurate with the nature and lifetime of the infrastructure comprised in the Project and NGET's statutory duty to maintain an efficient and robust National Electricity Transmission System.
- 7.8 As paragraph 2.6.4 of the NPS EN-5 explains, "*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*".

8. **ENGAGEMENT AND ACQUISITION BY AGREEMENT**

- 8.1 Paragraphs 2, 12.3, 13.4 and 17 of the Guidance set out guidance for acquiring authorities in respect of engagement and acquisition by agreement. These require:
- 8.1.1 the acquiring authority to have taken reasonable steps to understand the impacts and attempt to acquire the land by agreement (paragraph 2.2);
- 8.1.2 that an order should only be made where there have been reasonable efforts to negotiate by agreement (paragraph 12.3); and
- 8.1.3 that the confirming authority is satisfied that the interests of those affected by the Order have been considered (paragraph 13.4).
- 8.2 Paragraph 17.2 points out the benefits of early communication with those affected by the Order and regular communication. It suggests that there may need to be community engagement, and paragraph 17.4 sets out that engagement should take place by a variety of methods. It points out the advantages of understanding objections up front and gives suggestions as to the types of mitigation that could be considered by acquiring authorities. The engagement that NGET has undertaken as well as attempts to acquire the relevant land and rights by agreement, is explained below.

Engagement

- 8.3 For both substations, NGET carried out a programme of pre-application community consultation between April and May 2024 in connection with its proposals. For Chesterfield, NGET engaged with key political stakeholders — including the local MP (Mark Fletcher, Bolsover), North East Derbyshire District Council and Derbyshire County Council members, and Calow Parish Council — as well as local community groups, statutory consultees and 329 neighbouring addresses in proximity to the proposed site.
- 8.4 Two in-person public exhibition events were held at Calow Community Centre (10 and 11 May), together with an online webinar (1 May), and the proposals were promoted through press advertisements in the Derbyshire Times and Derbyshire Telegraph, social media, a dedicated project website and direct correspondence. A total of 49 people attended the in-person events and 17 formal feedback responses were received, alongside 16 emails containing feedback and queries.

- 8.5 For the High Marnham substation, NGET engaged with key political stakeholders — including the local MP (Robert Jenrick, Newark), Bassetlaw District Council and Nottinghamshire County Council members, and Normanton on Trent with Marnham Parish Council — as well as local community groups, statutory consultees and a total of 393 addresses in proximity to the proposed site (an initial 110 addresses followed by a further 283 at the request of a local parish council). Two in-person public exhibition events were held at South Clifton Coronation Hall (26 April) and Normanton on Trent Village Hall (27 April), together with an online webinar (24 April), and the proposals were promoted through press advertisements in the Nottingham Post and Newark Advertiser, social media, a dedicated project website and direct correspondence. A total of 43 people attended the in-person events and 32 formal feedback responses were received, alongside 48 emails containing feedback and queries.
- 8.6 As regards all land rights needed, NGET has been trying to acquire them voluntarily, and a summary of the NGET's schedule of landowner engagement is at **Section 8** and **Appendix 3** of the Statement of Reasons. All known affected landowners from whom land rights are required for the Project have been contacted and provided with information on the proposed acquisition of the land rights required for the Project.

Acquisition by Agreement

- 8.7 Land referencing for the Project commenced in August 2024. NGET's appointed land agents have undertaken contact site visits, site observations and the erection of notices in respect of unregistered land, and investigations have been made and continue to be made in respect of unknown ownership parcels.
- 8.8 NGET's overarching Land Rights Strategy (**Core Document 27**) was adopted in 2010 to provide a consistent methodology for acquiring land and rights for NGET's infrastructure projects, in particular aimed at securing permanent rights to protect the long-term lifespan of the infrastructure. It promotes and enables effective and consistent communication with those who are most affected by NGET's proposals and embodies the principles of the Guidance on seeking to acquire land and rights by negotiation if possible. It ensures that people are treated fairly and consistently, no matter where they live, and seeks to encourage landowners to enter into voluntary agreements and promote long term stakeholder relationships.
- 8.9 Negotiations to acquire the land and new rights needed for the Project are being carried out by NGET, in accordance with the Land Rights Strategy.
- 8.10 Attached at **Appendix 3** is a copy of NGET's Schedule of Landowner engagement. A summary of the current position with respect to private treaty negotiations is below.

Permanent Acquisition

Plots	Acquisition type proposed in Order	Owner	Reason needed
1-1, 1-2, 1-3, 1-4	Permanent Acquisition	NGET owns the land	Works for the new Chesterfield substation. Now owned by NGET but not yet registered therefore it has been retained in the Order to ensure no impediments to delivery of the substation works.

28-12, 28-13, 28-40, 28-42, 28-43, 28-44, 28-45, 28-46, 28-52, 28-62	Permanent acquisition	JG Pears Property Limited (freehold owner)	Needed for High Marnham substation works. NGET is negotiating to acquire the land voluntarily, HOTs are signed and solicitors are instructed. The land is included in the Order in case voluntary acquisition cannot be achieved, to ensure certainty of completion of the substation works.
--	-----------------------	--	---

Easements/Rights negotiations

- 8.11 Attached at **Appendix 3** is a copy of NGET's Schedule of Landowner engagement. A summary of the current position with respect to private treaty negotiations is below

Number of Landowners	106
Total Number of Voluntary Agreements required	106
Total Number of Offers for Voluntary Agreements issued	90
Voluntary Agreement (HOTs) - Offer Accepted	17
Voluntary Agreement – Negotiations in progress	90

Unknown ownerships

- 8.12 There are several unknown and/or unconfirmed interests in the Order Land as summarised below, the ownership of which has not been ascertained despite the diligent enquiries undertaken by NGET. A table summarising the position is at **Appendix 4**.

Summary

- 8.13 NGET is taking a proportionate approach to acquisition and only seeks to acquire all interests in land where that land is needed for the purposes of permanent infrastructure, namely for the Chesterfield Substation and the High Marnham Substation. Furthermore, as explained earlier, where NGET already has the rights needed to undertake the Project works, and to retain, operate, maintain and access the infrastructure, the relevant land has been excluded from the Order.
- 8.14 NGET is in negotiation for acquisition of the necessary land and rights which, if successful would mean that the Order powers would not need to be exercised. Whilst significant progress for the voluntary grant of land rights is being made, it remains the case that despite these efforts, NGET has not yet secured all of the land and rights in the Order Land that it requires for the Project.
- 8.15 In order to provide certainty that the land and rights required for the Project can be assembled within a reasonable timeframe to enable the Project to be delivered and to enable NGET to operate and maintain its transmission network, it is therefore necessary for NGET to start the Order process in parallel with private treaty negotiations. Progressing the Order process in parallel with continuing landowner negotiations is expressly envisaged by paragraph 17 of the Guidance and NGET remains fully committed to continuing to progress

negotiations throughout the Order process in order to acquire land by agreement, where possible.

Other assistance and commitments provided to landowners

- 8.16 In addition to seeking to acquire land and rights by negotiation, NGET has taken other steps to try to help owners and occupiers affected by the Order.
- 8.17 NGET has set out their commitments to landowners and/or occupiers in a Code of Practice titled 'Construction Best Practice for Overhead Line Installation' (**Core Document 26**) which provides information on the working practices of NGET and its contractors and describes the key mitigation measures relating to land drainage, farming operations and disturbance.
- 8.18 In summary, the Code of Practice:
- Describes the preparatory work that will need to be undertaken by NGET/its contractors (such as the carrying out of surveys, land condition assessments, and the erection of fencing);
 - Explains what land NGET will need to use during construction and the precautionary/preventative measures that will be put in place by NGET/its contractors to ensure, for example, that services and water supplies are maintained wherever possible or reinstated where disruption is unavoidable, and that pests and diseases are not spread etc;
 - Describes the construction methods that NGET/its contractors will use;
 - Explains the restoration works that will be undertaken by NGET/its contractors following completion of the works; and
 - NGET recognises that a key concern of landowners is the impact of the works on agricultural operations and soils. All landowners will be offered consultation and meetings to seek to ensure that the reinstatement proposals provide a solution as part of the land reinstatement upon completion of the works.
- 8.19 There will be continuing dialogue with landowners as construction detail develops. If voluntary agreements cannot be concluded, parties subject to compulsory acquisition will be entitled to compensation under the CPO Compensation Code.

9. SPECIAL CATEGORY LAND

Statutory Undertakers Land

- 9.1 There are a number of statutory undertakers who are affected by the Order. Those who own land in Table 1 to the Order and summarised in the table below:

Statutory Undertaker	Interest Held	Plots	Rights	Engagement
Yorkshire Water Services Limited	Freehold	5-3	Overhead Line Rights	Negotiations are ongoing with a view to agreeing a deed of easement.
National Highways Limited ("NH")	NGET need OHL rights over strategic highways including M1	4-3, 4-4, 23-21	Overhead Line Rights / Access Rights	NGET has engaged with NH and provided a schedule of the proposed crossings affecting NH's assets. NH does not consider easements to be

	motorway, owned by NH.			appropriate and considers instead that the crossings should be dealt with under the street works regime in the New Roads and Street Works Act 1991 (NRSWA). However, in accordance with its Land Rights Policy, NGET considers that it requires permanent land rights to safeguard its operational assets.
Network Rail Infrastructure Limited ("NR")	NR are the reputed freeholder of numerous plots of land, over which overhead line and access rights are needed.	9-11, 9-12, 12-15, 12-16, 12-17, 13-7, 13-9, 13-16, 13-17, 13-18, 13-22, 14-3, 14-4, 14-6, 14-10, 14-12, 14-15, 14-16, 14-17, 14-18, 14-20, 14-21, 14-29, 24-13, 24-14, 24-15, 28-2, 28-6, 28-33, 28-38, 28-75, 28-85	Overhead Line Rights / Access Rights	NGET is in the process of obtaining land clearance from NR for each railway crossing. Once clearance has been obtained, the parties will progress the agreements required to secure the necessary land rights and asset protection measures. In parallel, wider discussions are taking place between NGET and NR on template deeds for use across NGET projects, and it is anticipated that a similar form of agreement will be adopted for this project.
Severn Trent Water Limited ("STWL")	NGET need OHL rights over STWL's freehold land (treatment plant access)	21-32	Overhead Line Rights	Negotiations are ongoing with a view to agreeing a deed of easement.
Hasland Green Limited	Leasehold	1-8, 1-9, 1-10	Overhead Line Rights	NGET continues to engage with Hasland through regular monthly meetings to seek the acquisition of the land rights

				required to facilitate the temporary construction of overhead lines associated with the Chesterfield Substation tie-in works.
--	--	--	--	---

9.2 National Grid Electricity Distribution plc also own land in plot 1-2 of the Order, however their interest has been excluded. Environment Agency also appears in Table 1 as an occupier of various parcels in respect of their powers to carry out maintenance and other works, but they do not own land in these parcels

9.3 In addition, there are a number of statutory undertakers who have an interest in land within the Order land, such as rights of access or easements. Those parties, who appear in Table 2 to the Order, are:

9.3.1 Yorkshire Water Services Limited

9.3.2 National Grid Electricity Distribution (East Midlands) plc

9.3.3 National Gas Transmission PLC

9.3.4 Severn Trent Water Limited

9.3.5 Environment Agency

9.3.6 Network Rail Infrastructure Limited

9.3.7 Cadent Gas Limited

9.3.8 British Gas Limited

9.3.9 E.ON UK plc

9.3.10 Anglian Water Services Limited

Section 17 of and paragraph 4 of Schedule 3 to the Acquisition of Land Act 1981

9.4 Because NGET is itself a statutory undertaker by virtue of Schedule 16 paragraph 2(2)(g) to the Electricity Act 1989, the special parliamentary procedure otherwise required by section 17 of the Acquisition of Land Act 1981 for the compulsory purchase of local authority or statutory undertaker land, or by paragraph 4 of Schedule 3 to the 1981 Act for the compulsory acquisition of new rights over that land, is disapplied by virtue of section 17(3) of and Schedule 3 paragraph 4(3) to that Act. Therefore, where an objection is made and maintained by a statutory undertaker, the Order shall not be subject to special parliamentary procedure.

Section 16 of and paragraph 3 of Schedule 3 to the Acquisition of Land Act 1981

9.5 Section 16 of the 1981 Act provides that where land comprised in a compulsory purchase order includes land which has been acquired by a statutory undertaker for the purposes of their undertaking and that undertaker makes and maintains a representation against its confirmation, the order shall not be confirmed so as to authorise the compulsory purchase of the statutory undertaker's land except land as to which the Secretary of State is satisfied:

9.5.1 That it can be purchased and not replaced without serious detriment to the carrying on of the undertaking; or

9.5.2 That if purchased it can be replaced by other land belonging to, or available for acquisition by, the undertakers without serious detriment to the carrying on of the undertaking,

and a certificate is provided to that effect.

9.6 None of the statutory undertakers own land which is proposed to be acquired by NGET to which this provision could apply if a representation is made to the appropriate Minister and not withdrawn.

9.7 Paragraph 3 of Schedule 3 to the 1981 Act provides that where land over which a right is to be acquired by virtue of a compulsory purchase order includes land which has been acquired by a statutory undertaker for the purposes of its undertaking and that undertaker makes and maintains a representation against its confirmation, the order cannot be confirmed including that statutory undertaker's land, unless the Secretary of State is satisfied that the rights over land:

9.7.1 Can be purchased without serious detriment to the carrying on of the undertaking; or

9.7.2 That any detriment to the carrying on of the undertaking, in consequence of the acquisition of the right, can be made good by the undertakers by the use of other land belonging to or available for acquisition by them,

and a certificate is provided to that effect.

9.8 Yorkshire Water Services Limited, National Highways, Network Rail and Severn Trent Water Limited all own land over which NGET is seeking to acquire new rights, and to which this provision could apply, if a representation is made to the appropriate Minister and not withdrawn.

9.9 As regards Hasland Green Limited (who are a licence holder under the 1989 Act), in respect of the acquisition of land or rights over land belonging to licence holders under the 1989 Act, this does not engage the provisions in section 16/Schedule 3 but instead is dealt with under paragraph 2 of Schedule 3 to the 1989 Act (see **paragraph 9.11** below).

9.10 The other statutory undertakers listed in **paragraph 9.2** above do not own land which is the subject of compulsory acquisition but hold interests in land which do not engage the provisions in section 16 or schedule 3.

9.11 NGET is continuing to negotiate with the statutory undertakers and it does not consider that any of the statutory undertakers would suffer serious detriment as a result of the Project or the acquisition of the relevant land or rights. NGET considers that the rights being sought can be acquired without serious detriment to the relevant undertaking and therefore the tests in paragraph 3 of Schedule 3 to the 1981 Act as appropriate are met.

Gas and Electricity Markets Authority (GEMA) Consent

9.12 As explained in **Section 3** above, NGET is the holder of a 1989 Act Electricity Licence. By virtue of paragraph 2(1) of Schedule 3 to the 1989 Act, no order may be made which authorises the compulsory purchase of land (or rights over land) belonging to another 1989 Act licence holder, unless and until consent to the making of the order has been obtained from GEMA.

9.13 A summary of the 1989 Act licence holders who own land in the Order is below :

Party	Interest Held	Rights Sought by NGET	GEMA consent needed
National Grid Electricity Distribution (East Midlands) PLC -	Leasehold land in Plot 1-2	All interest. Save those of NGED.	No as no land interests or rights are proposed to be acquired from NGED
Hasland Green Limited	Leasehold held in 1-8, 1-9, 1-10	Access Rights and Overhead Line Rights	No as no land or rights belonging to Hasland Green are proposed to be acquired

9.14 In addition, there are a number of statutory undertakers who have an interest in land affected by the Order, such as rights of access or easements. Those parties, who appear in Table 2 to the Order, are:

- 9.14.1 Hasland Green Limited;
- 9.14.2 Uniper UK Limited;
- 9.14.3 One Earth Solar Farm Limited;
- 9.14.4 ADV 005 Limited;
- 9.14.5 ADV 027 Limited;
- 9.14.6 MAS 007 Limited;
- 9.14.7 Elements Green Trent Limited;
- 9.14.8 ENSO Green Holdings X Limited;
- 9.14.9 ENSO Green Holdings K Limited;
- 9.14.10 E.ON UK plc; and
- 9.14.11 Onpath Energy Limited

9.15 None of these parties own land which is either proposed to be acquired or over which new rights are proposed to be acquired by the Order. Nor do they own any existing rights which are proposed to be acquired by the Order. Rather, they have interests such as easements, restrictions on title and unilateral notices (which may be historic). Whilst these are parties who may be entitled to be served with a notice to treat or may be entitled to make a claim for injurious affection if the Order is implemented, the Order will not acquire or extinguish their interests.

9.16 Accordingly, the consent of GEMA is not required to the confirmation of the Order.

Land belonging to a local authority

9.17 The land listed at **Appendix 5** is owned by local authorities and is within the Order Land. However, the requirement for special parliamentary procedure in section 17 and Schedule 3 of the 1981 Act in respect of local authority land where a relevant objection is sustained, is disapplied given NGET's status as a statutory undertaker.

Open Space, Common Land, Allotments, National Trust inalienable land, Crown Land

- 9.18 The Order Land does not include any designated public open space, Allotments or National Trust land. The Order Land does include common land and Crown land and this is described in more detail below.

Crown Land (owned/Table 1)

Party	Interest Held	Plots	Rights	Engagement
Secretary Of State for Environment, Food And Rural Affairs	Leasehold	9-13, 9-14, 9-15, 11-11, 11-12, 11-13, 11-15, 12-1, 12-2	Overhead Line Rights and Access Rights	<p>The Crown holds a leasehold interest in this land, which is managed by the Department for Environment, Food and Rural Affairs (DEFRA). NGET is seeking to acquire the necessary rights over the Crown's interest by voluntary agreement.</p> <p>The land has also been included in the Order so that the necessary rights can be compulsorily acquired over the non-Crown interests in the land. The consent of the appropriate Crown authority is being sought for this under section 68 of the Electricity Act 1989.</p> <p>DEFRA has been contacted and has confirmed that it has no objection to the proposed works. DEFRA has asked that the rights over the Crown's interest be documented under the existing framework</p>

				agreement between DEFRA and NGET Discussions are ongoing.
--	--	--	--	---

- 9.17 In addition, a number of Crown parties have interests recorded in Table 2 of the CPO in respect of the plots set out in the table at **paragraph 9.21** below (the “**Relevant Plots**”). These include the Crown Estate, the Secretary of State for Environment, Food And Rural Affairs and the Treasury Solicitor, the latter in respect of the dissolved company Lumen Technologies Limited (company number 11595422).
- 9.18 The interests comprise the benefit of rights, covenants and/or charges over the Relevant Plots. The land rights which NGET seeks over the Relevant Plots include Access Rights and Overhead Line Rights.
- 9.19 No Crown interest is proposed to be acquired by the CPO. However, by reason of section 68 of the Electricity Act 1989, the consent of the appropriate Crown authority is required before the CPO may be implemented in respect of the non-Crown interests in the Relevant Plots. That consent must be obtained before any of the powers conferred by the CPO are exercised in relation to those interests. Section 68 consent is not a prerequisite to the making or confirmation of the CPO itself. It goes only to the implementation of the CPO, and the absence of consent at this stage does not prevent the CPO from being made or confirmed.
- 9.20 NGET is actively seeking the necessary Crown consent from the relevant Crown authority. NGET will ensure that the consent is in place before the powers conferred by the CPO are exercised in respect of the non-Crown interests in the Relevant Plots.

Party	Interest Held	Plots	Rights
Lumen Technologies Limited c/o Government Legal Department (BVD)	Table 2 Interest (in respect of a land charge granted by a Deed dated 24 February 1996 on title DY549701 and in respect of rights granted by a Deed dated 31 March 1995 on title DY348132).	9-12	Overhead Line Rights
The King's most Excellent Majesty In Right Of His Crown c/o The Crown Estate Commissioner	Table 2 Interest (in respect of restrictive covenants and rights granted by a Transfer dated 26 January 2000 on title NT346437).	21-32	Overhead Line Rights

Secretary Of State for Environment, Food And Rural Affairs	Table 2 Interests including restrictive covenants, rights and commoners rights.	8-17, 8-18, 20-6, 20-7, 20-16, 20-17, 21-2, 21-3, 21-4, 21-8, 21-9, 21-10, 21-11, 21-12, 21-13, 21-14, 21-15, 21-16, 21-17, 21-18, 21-20, 21-21, 21-22, 21-23, 21-24, 21-25, 21-26, 21-27, 21-28, 21-29, 21-31, 21-34, 21-35, 21-38, 22-1, 22-5, 22-7.	Overhead Line Rights and Access Rights
--	--	--	--

Common Land

- 9.19 A section of the Project will pass through areas of Common Land. Common (as defined in the 1981 Act) includes "any land subject to be enclosed under the Inclosure Acts 1845 to 1882, and any town or village green".

Common Land

Plot Number	Rights Sought by NGET
21-20, 21-24, 21-25, 21-27, 25-9, 25-13, 28-53, 28-54, 28-60	Overhead Line Rights
21-3, 21-17, 21-22, 21-26, 21-28, 25-8, 25-14, 25-16, 26-18, 28-55, 28-56, 28-68, 28-66	Access Rights
28-52	All interests (permanent freehold acquisition)

- 9.20 Save for plot 28-52, no freehold interest is being acquired in Common Land. Overhead Line Rights required to facilitate the Project and Access Rights are being sought in respect of the above listed parcels of Common Land.
- 9.21 Acquisition of these rights engage section 28 and paragraph 6(1)(a) of Schedule 3 to the 1981 Act and accordingly an application for a certificate in relation to Common Land will be made to the relevant Secretary of State on the basis that "the land, when burdened with that 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".
- 9.22 The overhead line works in the Common Land will take place over a temporary period, in phases and in limited sections of land, and in respect of overhead lines that are already in place in the Common Land. Once constructed those areas of land will be available as Common Land as before. NGET may need to utilise these rights in the future for ongoing maintenance works for the overhead lines, however, any use will be temporary and so the test for granting a certificate is considered by NGET to be met.
- 9.23 Plot 28-52, over which all interests are proposed to be acquired for the High Marnham Substation, is Common Land. A certificate is therefore required from the relevant Secretary of State in accordance with section 19 of the 1981 Act. Whilst the works to be undertaken on this plot are not temporary in nature, they are a crucial part of the construction of the

High Marnham substation which in turn is a key element of the delivery of the Project. The grounds on which a certificate will be sought from the Secretary of State is in accordance with section 19(1)(b) which sets out "that the land does not exceed 250 square yards in extent or is required for the widening or drainage of an existing highway or partly for the widening and partly for the drainage of such a highway and that the giving in exchange of other land is unnecessary, whether in the interests of the persons, if any, entitled to rights of common or other rights or in the interests of the public".

- 9.24 The plot in question is 155.79 square metres (approximately 170 square yards). As will be explained in the application for the certificate, the common land in question does not have any registered rights of common in favour of any named commoners. Nor is it in public use (it is a 'dead end' as it leads to the existing NGET High Marnham substation). Therefore, it is expected that the certificate will be granted, as the land falls within the small parcels exception and the giving of exchange land is considered unnecessary.
- 9.25 The certificate applications referred to in sections 9.21-9.24 above will be applied for by NGET shortly after the making of the Order.

Section 38 Commons Act Consent

- 9.26 Under the CA 2006, there is an additional requirement for consent from the Secretary of State in the event that 'restricted works' are going to be carried out on Common Land. Section 38(1) of the CA 2006 defines restricted works as:
- 9.26.1 works which have the effect of preventing or impeding access to or over any land to which this section applies;
- 9.26.2 works for the resurfacing of land.
- 9.27 In the event that restricted works will be carried out by NGET in connection with the Project, consent will be sought from the Secretary of State. NGET sees no reason as to why consent would not be granted by the Secretary of State.

Conservation Covenant

Plot Number	Rights	Owner of Land	Responsible Body for Covenant	Engagement
12-23 and 13-1	Overhead Line Rights	Guy Shaw Browne and Luke Shaw Browne own the Land	Land Restoration Trust	<p>NGET, through its land agents Ardent Management Limited, has been engaging with the Land Restoration Trust since February 2026 as part of the statutory land referencing exercise.</p> <p>In August 2026 the Trust confirmed that a conservation covenant is in place in respect of biodiversity gain site BGS-111225001.</p>

				<p>NGET has also been in contact with the landowners since June 2026.</p> <p>Engagement with the Land Restoration Trust and the landowners is ongoing.</p> <p>Its purpose is to confirm that the rights sought can be exercised compatibly with the obligations under the covenant.</p>
12-24 and 13-2	Access Rights	Guy Browne and Luke Shaw Browne	Land Restoration Trust	<p>NGET, through its land agents Ardent Management Limited, has been engaging with the Land Restoration Trust since February 2026 as part of the statutory land referencing exercise.</p> <p>In August 2026 the Trust confirmed that a conservation covenant is in place in respect of biodiversity gain site BGS-111225001.</p> <p>NGET has also been in contact with the landowners since June 2026.</p> <p>Engagement with the Land Restoration Trust and the landowners is ongoing.</p> <p>Its purpose is to confirm that the rights sought can be exercised compatibly with</p>

				the obligations under the covenant.
--	--	--	--	-------------------------------------

- 9.28 The above plots (the "Covenant Plots") form part of land registered under title number NT363459. Guy Shaw-Browne and Luke Shaw-Browne own the freehold, and Clipstone Park Farms Ltd occupies the land. The Covenant Plots fall within a registered biodiversity gain site, reference BGS-111225001. They are subject to a conservation covenant entered into under Part 7 of the Environment Act 2021 in favour of The Land Restoration Trust (trading as The Land Trust) as responsible body.
- 9.29 A conservation covenant is a local land charge. The Land Restoration Trust is included in the Order at Table 3 as a person entitled to the benefit of an obligation under a conservation covenant, in accordance with section 12(2)(c) of the Acquisition of Land Act 1981. As the person entitled to the benefit of an obligation under the conservation covenant, the Land Restoration Trust is a qualifying person under section 12(2)(c) of the Acquisition of Land Act 1981.
- 9.30 The Covenants Plots have been included in the Order, and the Land Restoration Trust will be served with notice of the making of the Order. Any objection made by the Trust and not withdrawn would be a relevant objection for the purposes of section 13(6) of that Act. NGET is engaging with the Trust with a view to addressing any concerns about the compatibility of the rights sought with the obligations under the covenant but has not been made aware of any so far.
- 9.31 No freehold or other interest in the Covenant Plots is proposed to be acquired. The Order will not extinguish the conservation covenant. The rights sought by NGET relate to the existing overhead line and pylon that cross the Covenant Plots and are needed so that the line can be uprated. In general terms, the uprating involves modifications to the conductors and, in some locations, works to existing pylons.
- 9.32 Most of the land affected by the Overhead Line Rights lies beneath an existing line. The nature of the rights sought is such that NGET does not expect them to materially interfere with the conservation purposes of the covenant, or with the ongoing management of the land for biodiversity net gain.
- 9.33 Once works are complete, the overhead line infrastructure is not expected to prevent habitat creation or enhancement, ecological management, or the other conservation activities which the covenant secures. Any temporary disturbance during construction will be kept to a minimum and mitigated. Any affected land will be reinstated in accordance with NGET's environmental obligations and any measures agreed with the Land Restoration Trust and the landowners.
- 9.34 NGET does not therefore anticipate that acquiring or exercising the rights sought will require any modification or discharge of the conservation covenant. The rights are rights over land rather than the acquisition of the landowners' interest. They relate principally to existing infrastructure. They are expected to be exercised in a way that leaves the conservation obligations capable of continued performance.

10. DELIVERY AND FUNDING

10.1 Delivery

- 10.1.1 NGET is part of the National Grid group of companies. NGET has an excellent track record in delivering infrastructure projects.
- 10.1.2 NGET has extensive experience of building, operating and maintaining linear infrastructure schemes including electricity systems, both overhead and underground, substations and associated infrastructure.

- 10.1.3 NGET has started the process for the procurement of its contractor to deliver the Project. Subject to securing the consents referred to in **Section 5** above, and to acquiring the necessary land interests it requires for the Project, NGET will be in a position to proceed with the delivery of the Project and the Available for Commercial Load ("**ACL**") date is October 2030.

10.2 **Funding**

- 10.2.1 The Project forms part of NGET's regulated transmission network investment programme. As the holder of the electricity transmission licence for England and Wales, NGET is subject to economic regulation by Ofgem, which determines the funding available for efficient investment in the transmission network. The costs associated with the delivery of the Project are expected to be recovered through the regulatory framework established by Ofgem, subject to compliance with applicable licence requirements and regulatory approvals.
- 10.2.2 The strategic importance and maturity of the Project have been recognised by Ofgem through its consideration of funding under the Accelerated Strategic Transmission Investment ("**ASTI**") framework. The Project has been approved for inclusion within the ASTI programme because the network reinforcements it provides are considered crucial for the safe, resilient and efficient transmission of electricity through the energy system. Ofgem has also recognised that the Project will help alleviate transmission constraint costs borne by consumers.
- 10.2.3 In November 2025, Ofgem consulted on NGET's application for Early Construction Funding ("**ECF**") in respect of the Project (**Core Document 24**), including funding for strategic land acquisition, enabling works and procurement activities.
- 10.2.4 Following consultation, Ofgem approved ECF for the Project in February 2026 (**Core Document 25**). In doing so, Ofgem concluded that funding should be made available to facilitate the timely progression of the Project and recognised the strong needs case for the Project together with the significant consumer benefits associated with its delivery.
- 10.2.5 Ofgem has identified the Project as a strategically important reinforcement and has noted that it is a key enabling project for a number of other transmission reinforcements. Ofgem has further recognised the Project's importance in supporting the delivery of Clean Power 2030 objectives and providing significant additional transmission network capacity.
- 10.2.6 NGET intends to submit a Project Assessment ("**PA**") application to Ofgem by the end of 2026 seeking approval of the full construction costs of the Project. The PA process forms part of Ofgem's established regulatory framework for major transmission infrastructure projects and is the mechanism through which efficient project costs are assessed and funding is made available.
- 10.2.7 NGET is satisfied that it will secure the funding required to deliver the Project. The Project forms part of the regulated transmission network investment programme, has already received ECF approval from Ofgem and benefits from an established regulatory funding pathway through the ASTI framework.
- 10.2.8 NGET has a strong investment-grade credit profile and has access to the financial resources required to fund expenditure incurred in progressing the Project, including expenditure associated with land acquisition, compensation and any advance payments required under the Compensation Code.
- 10.2.9 Having regard to the Project's inclusion within the ASTI programme, Ofgem's approval of ECF and the anticipated future PA process, NGET has a high degree of confidence that the funding required for the Project will be available. There is therefore no reason to believe that, should the Order be confirmed, the Project would not proceed due to any absence or shortfall of funding.

- 10.2.10 NGET is satisfied that sufficient funding will be available to meet the costs of acquiring the land and rights required for the Project, any statutory compensation or blight liabilities arising from the Order, and the costs of constructing and implementing the Project.
- 10.2.11 The Secretary of State can therefore be satisfied that there is a reasonable prospect of the requisite funding being available for the Project, including funding for the acquisition of land and interests, the payment of compensation and the implementation of the Project within a reasonable timescale.
- 10.2.12 Accordingly, NGET considers that the criteria in paragraphs 13 and 14 of the Guidance are met.

11. HUMAN RIGHTS AND EQUALITIES

- 11.1 Each plot of land described in the Order is required either for the purposes of the Project, or is needed to facilitate, mitigate, or is incidental to the Project.
- 11.2 NGET is taking a proportionate approach to compulsory acquisition and, rather than seeking to acquire the freehold title to all of the Order Land, is seeking to acquire a combination of freehold title (for the substations) and rights (such as rights to install, uprate and maintain the newly realigned OHL for the new substation tie in works, rights of access and construction compound rights).
- 11.3 NGET has sought to acquire the rights and interests in land which are required to deliver the Project through private treaty negotiation. Details of the negotiations to date are set out in **Section 8** of this Statement.
- 11.4 NGET considers that it has taken a proportionate approach to land assembly, having regard to the impact on affected persons. NGET has sought to acquire only such land and/or interests which are necessary for the Project to proceed.
- 11.5 Notwithstanding the efforts that have been made to acquire interests in the land by way of voluntary agreement, as at the date of making the Order, NGET has been unable to secure all of the requisite interests through negotiation. It is therefore necessary to seek compulsory powers to enable the delivery of the Project.
- 11.6 Negotiations to acquire interests by private treaty will continue in parallel with the CPO process. Where an agreement is reached with the owner of any part of the Order Land, that land, save where expressly stated otherwise, will be retained as part of the Order Land. This will enable NGET (and its successors) to acquire any third-party interests that may subsist in the land which might otherwise delay, impede or prevent the implementation or operation of the Project. This is the approach recommended in the General Overview at page 6 of the Guidance.
- 11.7 With regards to Human Rights, section 6 of the Human Rights Act 1998 prohibits public authorities from acting in a way which is incompatible with rights protected by the European Convention on Human Rights ("**the Convention**"). The position is summarised in paragraph 12.3 of the Guidance, which states that a compulsory purchase order should only be made where there is "*a compelling case in the public interest*". The Guidance makes it clear that an acquiring authority should be sure that the purposes for which it is seeking compulsory acquisition powers sufficiently justify interfering with the human rights of those with an interest in the land affected. In making this assessment, an acquiring authority should have regard to the provisions of Article 1 of the First Protocol to the Convention, and in the case of dwelling, Article 8.
- 11.8 Article 1 of the First Protocol states that:

"...Every natural or legal person is entitled to peaceful enjoyment of his possessions" and "no one shall be deprived of his possessions except in the public interest and subject to the conditions provided for by the law and by the general principles of international law..."

- 11.9 Whilst owners and occupiers of the Order Land may be deprived of their property/interest in property if the Order is confirmed, this will be in accordance with the law. NGET is only seeking the acquisition of the freehold title to the Order Land where necessary. The remainder of the Order Land is proposed to be affected by new rights only. No persons' lawful occupation will be displaced as a result of the Order. The Order is being promoted in the public interest as required by Article 1 of the First Protocol and the public benefits have been set out in detail earlier in this Statement. NGET considers that the Order will strike the right balance between the public interest in the implementation of the Project and those private rights that will be affected by the Order.
- 11.10 Article 6 of the Convention provides that:
- "In determining his civil rights and obligations... everyone is entitled to a fair and public hearing within a reasonable time by an independent and impartial tribunal established by law."*
- 11.11 The Order has been extensively publicised, and consultation has taken place with the community and key stakeholders in the region. All those affected by the Order will be notified, will have the right to make representations and objections to the Secretary of State, and objecting parties will have the right to be heard at a public inquiry. It has been held by the courts that statutory processes are in compliance with Article 6 of the Convention.
- 11.12 Those whose interests are acquired under the Order will also be entitled to compensation which will be payable in accordance with the Compulsory Purchase Compensation Code. The Compensation Code has been held to be compliant with Article 8 and Article 1 of the First Protocol to the Convention.
- 11.13 NGET has sought to keep any interference with the rights of those with interests in the Order Land to a minimum. The land within the Order has been limited to the minimum required for the Project infrastructure to be installed, operated and maintained.
- 11.14 The requirements of the Human Rights Act 1998 and the Convention, particularly the rights of property owners, have therefore been fully taken into account. There is a compelling case in the public interest for the Order to be made and confirmed, and the interference with the private rights of those affected that would be the inevitable result of the exercise of compulsory purchase powers conferred by the Order would be lawful, justified and proportionate.

Equality Act

- 11.15 The public sector equality duty set out in s149(1) of the Equality Act 2010 does not apply to NGET in making the Order but it has, as a non-public body exercising public functions, had regard to that duty in promoting the Order, and has undertaken a community consultation and landowner engagement exercise.
- 11.16 NGET has carried out an Equality Impact Assessment ("**EqIA**") (**Core Document 23**) in relation to the Order and project. The purpose of this EqIA is to identify and address potential equality impacts that may arise as a result of the Order process.
- 11.17 The EqIA assesses the impacts of the Order on protected characteristic groups and those who may experience a disproportionate impact as a result of the Project.
- 11.18 Table 1 of the EqIA outlines the basis of the assessment criteria which have been used for the purposes of this EqIA determining whether a high, medium or low, negative or positive impact for each of the protected characteristic groups is assigned.
- 11.19 In conclusion, protected characteristic groups may be likely to experience disproportionate effects as a result of the Order. This could manifest in changes to access to early years education, as one nursery has been identified in the vicinity of the Order boundary (although the potential disruption will be temporary, short term and reversible) and changes in access to residential property, however they are expected to be low impacts

which are short term and reversible. These effects can be mitigated through measures such as ensuring that access is maintained as far as possible during the works.

- 11.20 The EqIA also concluded that where required, communication with those affected by the Order should be in accessible formats, and use language which clear and easy to understand.
- 11.21 NGET is committed to taking all reasonable and proportionate steps to mitigate any disproportionate or adverse impacts on protected characteristic groups identified through the EqIA process. Where such impacts are identified, NGET will work with relevant stakeholders to develop and implement appropriate mitigation measures and will keep those measures under review as the Order process and associated works progress.
- 11.22 This EqIA will be developed as the Order process continues. In the event that additional potential impacts relating to protected characteristics are identified, they will be included in any assessment update.

12. **THE MINING CODE**

- 12.1 The mining code in Parts 2 and 3 of Schedule 2 to the Acquisition of Land Act 1981 is incorporated within the Order. The effect of incorporating the mining code is that pursuant to paragraph 2(1) of Part II of Schedule 2, NGET shall not be entitled to any mines under the land comprised in the Order unless they have been expressly purchased, and all mines under the land shall be deemed to be excepted out of the conveyance of that land unless expressly named and conveyed.
- 12.2 The mining code has been included for the purposes of asset protection, in order to ensure that NGET's apparatus and equipment are adequately safeguarded and protected against the potential impacts of future mineral working beneath or in the vicinity of the undertaking.
- 12.3 For the majority of the plots, mines and minerals have not been expressly acquired by NGET, as NGET does not need to interfere with any mining or mineral rights over such land. By virtue of the mining code, mines and minerals in respect of those plots are deemed to be excepted from the conveyance and do not form part of NGET's proposed acquisition.
- 12.4 In certain areas, such as the substations and pylons, the mines and minerals have been expressly included within the Order because NGET will need the ability to interfere with and/or acquire mines and minerals for these works, for example to excavate subsoil comprising mines and minerals to lay and retain foundations. Ownership of any mines and minerals will not pass to NGET under the Order unless they are expressly purchased.

13. **STATEMENT JUSTIFYING EXTENT OF SCHEME TO BE DISREGARDED FOR THE PURPOSES OF ASSESSING COMPENSATION IN THE 'NO-SCHEME WORLD'**

- 13.1 Paragraph 239.1 (vii), section 14, of the Guidance requires a statement to be included in every statement of reasons which justifies the extent of the scheme to be disregarded for the purposes of assessing compensation in the 'no-scheme world'.
- 13.2 Section 6(A) of the Land Compensation Act 1961 ("LCA 1961") provides that "*the no-scheme principle is to be applied when assessing the value of land in order to work out how much compensation should be paid by the acquiring authority for the compulsory acquisition of the land*". For the purposes of section 6(A), the "scheme" means the scheme of development underlying the acquisition.
- 13.3 Section 6D explains that the underlying scheme is to be the scheme provided for by the Order unless it is shown that the underlying scheme is a scheme larger than, but incorporating, the scheme provided for by that instrument.
- 13.4 The Order authorises the compulsory acquisition of land and rights needed for the Project.

- 13.5 The Project is the "scheme" for the purposes of section 6(A). The land required for the Project includes both the land and rights sought in the Order for compulsory acquisition together with the land and rights that NGET already owns as explained in **Section 7** above.

14. **CONCLUSION**

- 14.1 By virtue of section 10 of and Schedule 3 to the 1989 Act, NGET may be authorised to purchase compulsorily land and rights in land.

- 14.2 Paragraph 12 of the Guidance states that a compulsory purchase order should only be made where there is a compelling case in the public interest and explains that there are certain fundamental principles that a confirming authority should consider when deciding whether or not to confirm a compulsory purchase order. These fundamental principles are as follows:

- 14.3 *That NGET as acquiring authority has a clear idea of how it intends to use the land (or rights over land) which it is proposing to acquire (paragraph 13 of the Guidance)*

14.3.1 **Section 3** of this Statement describes the infrastructure that will comprise the Project and how the land included in the Order will be used during construction and the operation of the Project.

14.3.2 All of the land and rights over land proposed to be acquired under the Order are required for the purpose of the Project and are reasonable and proportionate. Importantly, NGET is taking a proportionate approach to land acquisition, in line with policy and guidance, and does not propose to acquire any land or rights beyond those that are reasonably required.

- 14.4 *That the Project is unlikely to be blocked by any physical or legal impediments to implementation (paragraph 15 of the Guidance)*

14.4.1 As explained in **Section 5** of this Statement, planning permission for the two substations has been granted and section 37 consent is reasonably expected to be granted for the OHL elements of the Project that require consent. There are not considered to be any physical or legal impediments to the implementation of the Project.

- 14.5 *That all the necessary resources are likely to be available within a reasonable timescale (paragraphs 13 and 14 of the Guidance)*

14.5.1 **Section 10** of this Statement explains that NGET has assessed the costs of implementing the Project, and the costs of acquiring the necessary land and rights over land required for it and is satisfied that the requisite funding is available to meet the construction and land acquisition/compulsory purchase compensation costs associated with the Project as and when required (including any advance payments and blight claims).

- 14.6 *That the purposes for which the Order is made justify interfering with the human rights of those with an interest in the land affected and particular consideration should be given to the provisions of Article 1 of the First Protocol to the Convention and, in the case of a dwelling, Article 8 of the Convention (paragraph 12 of the Guidance)*

14.6.1 The Order is being promoted in the public interest. NGET considers that the Order will strike the right balance between the public interest in the implementation of the Project and those private rights that will be affected by the Order.

14.6.2 As explained in **Section 7** of this Statement, each plot of land described in the Order is required for the purposes of the Project.

14.6.3 Whilst owners of the Order Land may be deprived of their property/interest in land if the Order is confirmed, this will be in accordance with the law and NGET

has adopted a proportionate approach in only seeking the acquisition of the freehold title to the Order Land for the substations. The majority of the Order Land is proposed to be affected by new rights only and no persons' lawful occupation will be displaced as a result of the Order.

- 14.6.4 Those whose interests are acquired under the Order will be entitled to compensation which will be payable in accordance with the Compulsory Purchase Compensation Code. The Compensation Code has been held to be compliant with Article 8 and Article 1 of the First Protocol to the Convention.
- 14.6.5 The requirements of the Human Rights Act 1998 and the Convention, particularly the rights of property owners, have therefore been fully taken into account. There is a compelling case in the public interest for the Order to be made and confirmed, and the interference with the private rights of those affected that would be the inevitable result of the exercise of compulsory purchase powers conferred by the Order would be lawful, justified and proportionate.
- 14.6.6 Whilst it is not a public authority subject to the Public Sector Equality Duty, NGET has had regard to that duty, and does not currently consider that the Project will give rise to any impacts or differential impacts on persons who share a relevant protected characteristic as defined in the Equality Act, or upon persons who do not share such relevant protected characteristic, that cannot be appropriately mitigated.
- 14.7 *That NGET has taken reasonable steps to acquire all of the land and rights included in the Order by agreement (paragraph 2 of the Guidance).*
- 14.7.1 NGET is committed to securing the necessary land and rights required for the Project by voluntary agreement if at all possible and has made determined and persistent efforts to engage and negotiate with landowners.
- 14.7.2 In order to provide certainty that all the land and rights required for Project can be secured, it has been necessary for NGET to progress the Order in parallel with private treaty negotiations. This is envisaged by paragraph 2 of the Guidance. However, NGET remains committed to continuing to progress negotiations and secure the necessary land and rights by agreement.
- 14.8 Accordingly, NGET considers that the criteria in the Guidance are satisfied and that there is a compelling case in the public interest for the confirmation of the Order.

15. **FURTHER INFORMATION**

Negotiation of acquisitions

- 15.1 Owners and occupiers of land affected by the Project who wish to negotiate a voluntary agreement or discuss matters of compensation should contact NGET's appointed land agents, Ardent, by telephone on 0203 442 8509, or by email to brhm@ardent-management.com, or in writing to 3rd Floor, 37 King Street, Manchester, M2 7AT.

Compensation

- 15.2 Provision is made by statute with regards to compensation for the compulsory acquisition of land and the depreciation in value of properties. More information is given in the series of booklets published by the Ministry for Housing, Communities and Local Government entitled "Compulsory Purchase and Compensation" listed below:
- Booklet No. 1 - Compulsory Purchase Procedure.
 - Booklet No. 2 - Compensation to Business Owners and Occupiers.
 - Booklet No. 3 - Compensation to Agricultural Owners and Occupiers.

- Booklet No. 4 - Compensation for Residential Owners and Occupiers.

15.3 These booklets are available to download for free online at:

<https://www.gov.uk/government/collections/compulsory-purchase-system-guidance>

15.4 The Order and Order Maps can be inspected at the following locations during the specified opening times:

15.4.1 Calow Community Centre, Allpits Road, Calow, Chesterfield, S44 5AT

15.4.1.1 Venue open on an ad-hoc basis. Please call 01246 201366 before you travel

15.4.2 Bolsover Library, Church Street, Bolsover S44 6HB

15.4.2.1 Monday: 9:30am – 5pm

15.4.2.2 Tuesday: 9:30am – 5pm

15.4.2.3 Wednesday: 9:30am – 6pm

15.4.2.4 Thursday: 9:30am – 5pm

15.4.2.5 Friday: 9:30am – 5pm

15.4.2.6 Saturday: 9:30am – 2pm

15.4.2.7 Sunday: Closed

15.4.3 Shirebrook Library, 19 Patchwork Row, Shirebrook NG20 8AL

15.4.3.1 Monday: Closed

15.4.3.2 Tuesday: 9:30am – 1pm & 2pm – 5pm

15.4.3.3 Wednesday: 2pm – 5pm

15.4.3.4 Thursday: 9:30am – 1pm & 2pm – 6pm

15.4.3.5 Friday: 9:30am – 1pm & 2pm – 5pm

15.4.3.6 Saturday: 9:30am – 1pm

15.4.3.7 Sunday: Closed

15.4.4 Warsop Library, High Street, Warsop, Mansfield NG20 0AG

15.4.4.1 Monday: Closed

15.4.4.2 Tuesday: 9:30am – 5pm

15.4.4.3 Wednesday: 9:30am – 1pm

15.4.4.4 Thursday: Closed

15.4.4.5 Friday: 9:30am – 5pm

15.4.4.6 Saturday: 9:30am – 1pm

15.4.4.7 Sunday: Closed

15.4.5 Edwinstowe Library, 4 High Street, Edwinstowe NG21 9QS

15.4.5.1 Monday: Closed

15.4.5.2 Tuesday: 9:30am – 5:30pm

15.4.5.3 Wednesday: Closed

15.4.5.4 Thursday: 9am – 12:30pm

15.4.5.5 Friday: 9am – 5:30pm

15.4.5.6 Saturday: 10am – 1pm

15.4.5.7 Sunday: Closed

15.4.6 Ollerton Library, Forest Road, New Ollerton NG22 9PL

15.4.6.1 Monday: 9am – 5:30pm

15.4.6.2 Tuesday: 9am – 1pm

15.4.6.3 Wednesday: 9am – 5:30pm

15.4.6.4 Thursday: Closed

15.4.6.5 Friday: 9am – 5:30pm

15.4.6.6 Saturday: 9am – 12:30pm

15.4.6.7 Sunday: Closed

15.4.7 Staveley Library, The Pavilion, Market Place, Staveley, S43 3UR

15.4.7.1 Monday: 9:30am -1pm & 2pm – 6pm

15.4.7.2 Tuesday: 9:30am – 1pm

15.4.7.3 Wednesday: Closed

15.4.7.4 Thursday: 9:30am – 1pm & 2pm – 5pm

15.4.7.5 Friday: 9:30am – 1pm & 2pm – 5pm

15.4.7.6 Saturday: 9:30am - 12:30pm

15.4.7.7 Sunday: Closed

15.5 The Order and Order Maps, and documents listed in **Section 16** below can also be viewed online at.

16. **LIST OF DOCUMENTS**

16.1 In the event of a public inquiry or hearing being held in respect of the Order, NGET would intend to refer to or put in evidence the documents listed below. This is not exhaustive, and NGET may also refer to additional documents in order to address any objections made to the Order:

Compulsory Purchase Order and Related Documents

1. The National Grid Electricity Transmission PLC (Chesterfield to High Marnham Refurbishment Project) Compulsory Purchase Order 2026
2. Maps referred to in the National Grid Electricity Transmission PLC (Chesterfield to High Marnham Refurbishment Project) Compulsory Purchase Order 2026
3. Special Category Land Plans

Government and Other Guidance

4. Ministry of Housing Communities and Local Government Guidance on the Compulsory Purchase Process (June 2026)
5. National Planning Policy Framework (August 2026)
6. Energy White Paper (December 2020)
7. Net Zero Strategy (October 2021)
8. British Energy Security Strategy (April 2022)
9. Net Zero Growth Plan (March 2023)
10. Mission Zero: Independent Review of Net Zero (January 2023)
11. Powering Up Britain (March 2023)
12. Overarching National Policy Statement for Energy EN-1 (January 2026)
13. National Policy Statement for Electricity Networks Infrastructure EN-5 (January 2026)
14. Ofgem - Decision on accelerating onshore electricity transmission investment (15 December 2022)
15. National Energy System Operator Network Options Assessment 2022
16. NESO Clean Power 2030 Report and Annex 2

Planning Application Documents

17. Chesterfield Substation decision notice dated 14 August 2026
18. Chesterfield Planning Design and Access Statement
19. Chesterfield Key Plans
20. High Marnham Substation decision notice dated 23 June 2026
21. High Marnham Planning Design and Access Statement
22. High Marnham Key Plans

Miscellaneous

23. Equality Impact Assessment - Chesterfield to High Marnham
24. Statutory Consultation on Brinsworth to High Marnham (EDEU) Early Construction Funding application 14 November 2025
25. Decision on accelerating onshore electricity transmission investment February 2026

26. National Grid Code of Practice - Construction Best Practice for Overhead Line Installation December 2021
27. National Grid Land Rights Strategy and Payment Schedule for Assets

NATIONAL GRID ELECTRICITY TRANSMISSION PLC

15 October 2026

APPENDIX 1

Glossary

Term	Definition
1981 Act	Acquisition of Land Act 1981
1989 Act	Electricity Act 1989
AIS	Air Insulated Switchgear
ASTI	Accelerated Strategic Transmission Investment Framework December 2022
BDC	Bassetlaw District Council
BESS	British Energy Security Strategy April 2022
EA	The Environment Agency
ECF	Early Construction Funding
EISD	Earliest in Service Date
Energy Security Plan	'Powering Up Britain' Energy Security Plan (March 2023)
EWP	Energy White Paper- Powering our Net Zero Future
GEMA	Gas and Electricity Markets Authority
GIS	Gas Insulated Switchgear
Guidance	Ministry of Housing Communities and Local Government Guidance on the Compulsory Purchase Process (June 2026)
LCA 1961	The Land Compensation Act 1961
National Grid	The National Grid group of companies;
NEDDC	North East Derbyshire District Council
Net Zero Growth Plan	'Powering Up Britain' The Net Zero Growth Plan (March 2023)
Net Zero Strategy	The Net Zero Strategy: Build Back Greener, 2021
NGET	National Grid Electricity Transmission PLC
NH	National Highways
NOA	Network Options Assessment
NPPF	National Planning Policy Framework August 2026
NPS	National Policy Statement

Term	Definition
NRIL	Network Rail Infrastructure Limited
NSIP	Nationally significant infrastructure project
Ofgem	Office for Gas and Electricity Markets
OHL	Overhead Line
Order	The National Grid Electricity Transmission Plc (Chesterfield to High Marnham Refurbishment Project) Compulsory Purchase Order 2026
Order Land	The land which is subject to compulsory purchase powers pursuant to the Order as shown on the Order Maps
Order Maps	Maps referred to in the National Grid Electricity Transmission Plc (Chesterfield to High Marnham Refurbishment Project) Compulsory Purchase Order 2026
Project	Uprating of the existing Chesterfield to High Marnham overhead lines and construction of two new substations at Chesterfield and High Marnham as well as tie in works and other ancillary works
SGT	Super Grid Transformer

APPENDIX 2

New Rights Packages

Access Rights	<p>All rights necessary to access, pass and re-pass over the Order Land and adjoining land with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel and authorised visitors for the purposes of constructing, installing, commissioning, inspecting, surveying, maintaining, repairing, altering, renewing, replacing and removing or decommissioning the electric lines, including to:</p> <ul style="list-style-type: none"> a) carry out de-watering and drainage works and install, alter or reinstate land drainage systems; b) carry out works to facilitate such access including to construct, lay down, use and remove access roads including any necessary bridging, culverting or diversion of water courses and drains, modifying road verges and junctions; c) erect and remove any necessary fencing, safety and security measures; d) bring cranes and crane pads onto the land for the purposes of siting and installation of the crane pad(s) and to position and swing the jib of a crane loaded or unloaded through the airspace above the land for the purposes of removing machinery and equipment from the construction site; e) prevent access on foot, bicycle and access by other non-motorised vehicles, implement traffic and safety access management measures; f) install, use, alter, divert, and remove services and utilities, carry out de-watering and drainage works and install, alter or reinstate land drainage systems; g) temporarily remove and reinstate any access obstructions, street works, street furniture and height restriction barriers; h) fell, trim or lop trees, shrubs, hedges and bushes and to clear and remove any and all vegetation which may damage, obstruct or interfere with the exercise of these Access Rights; i) carry out replanting and replacement of landscaping, ecological and/or environmental measures; j) park any vehicle, plant and machinery on the Order Land; k) make good any damage caused in connection with the exercise of these Access Rights; and l) carry out any activities ancillary or incidental thereto, <p>and rights to prevent and remove any works or use of the land which may interfere with or obstruct such access or the exercise of these Access Rights.</p>
Construction Compound Rights	<p>All rights necessary for the purposes of or incidental to the establishment, use and removal of works compounds and temporary works associated with the construction and commissioning of the electricity infrastructure and/or the construction, commissioning and decommissioning of the Authorised Project, including to:</p> <ul style="list-style-type: none"> a) erect, create, use and remove a works compound which may include portable cabins and offices, hardstanding, security measures and welfare facilities including portable toilets, car parking provision and electricity generators; b) store, stockpile and where necessary use, manage and process plant, machinery, apparatus, materials (including excavated material) and/or equipment; c) access the Order Land and adjoining land with or without vehicles, personnel and plant, machinery, apparatus, equipment and materials for such purposes;

	<ul style="list-style-type: none"> d) bring cranes and crane pads onto the land for the purposes of siting and installation of the crane pad(s) and to position and swing the jib of a crane loaded or unloaded through the airspace above the land for the purposes of removing machinery and equipment from the construction site; e) fence, erect hoardings or signage or otherwise secure the compound; f) carry out de-watering and drainage works and install, alter or reinstate land drainage systems; g) discharge water into existing drains and watercourses and install a permanent asset for the purposes of discharging water; h) install, use and remove artificial lighting; i) lay down, install, adjust, alter, construct, operate, use, maintain, repair, renew and reinstate a temporary haul road and/or through road; j) enter the land and carry out surveys and investigations, including aerial surveys (including the right to fly an unmanned aircraft over the land and to enter and retrieve and recover any such unmanned aircraft from the land); k) park vehicles, plant and machinery; l) place, construct, use and remove slurry treatment facilities and associated plant, machinery, apparatus and materials; m) erect, construct, use, maintain, adjust, alter, repair and remove temporary overhead electric lines, pylons and associated apparatus; n) protect against and prevent damage to or interference with the operation and maintenance of any works constructed pursuant to these Construction Compound Rights; o) fell, trim or lop trees, shrubs, hedges and bushes and clear and remove any and all vegetation which may damage, obstruct or interfere with the exercise of these Construction Compound Rights; p) install, use, alter, divert and remove services and utilities; q) erect, repair, reinstate and remove temporary scaffolding; r) carry out archaeological, environmental and/or ecological mitigation works and create, use, maintain, inspect and remove ecological mitigation measures; s) reinstate the land and make good any damage caused in connection with the exercise of these Construction Compound Rights; and t) carry out any activities ancillary or incidental thereto, <p>and rights to prevent and remove any works or use of the land which may interfere with or obstruct such access or the exercise of these Construction Compound Rights.</p>
Drainage Rights	<p>All rights necessary for the purposes of or incidental to the carrying out of de-watering and drainage works and to survey, inspect, construct, install, alter, use, maintain, reinstate or remove drainage systems, and discharge into any drain or watercourse including to:</p> <ul style="list-style-type: none"> a) access the Order Land and adjoining land with or without vehicles, personnel and plant, machinery, apparatus, equipment and materials for such purposes; b) store, stockpile and where necessary use, manage and process plant, machinery, apparatus, materials (including excavated material) and/or equipment; c) install, use and remove artificial lighting; d) erect, repair, reinstate and remove temporary scaffolding; e) fell, trim or lop trees, shrubs, hedges and bushes and clear and remove any and all vegetation which may damage, obstruct or interfere with the exercise of these Drainage Rights;

	<ul style="list-style-type: none"> f) fence, erect hoardings or signage or otherwise secure working area in connection with the exercise of these Drainage Rights; g) protect against and prevent damage to or interference with the operation and maintenance of any de-watering and/or drainage works; h) secure a working area in connection with the exercise of these Drainage Rights; i) reinstate the land and make good any damage caused in connection with the exercise of these Drainage Rights; and j) carry out any activities ancillary or incidental thereto, <p>and rights to prevent and remove any works or use of the land which may interfere with or obstruct such access or the exercise of these Drainage Rights.</p>
Overhead Line Rights	<p>All rights necessary for the purposes of or incidental to the construction, retention, commissioning, use, operation, inspection, testing, protection, maintenance, surveying, repair, renewal, replacement, modification, upgrading, removal and decommissioning of the electric lines, including to:</p> <ul style="list-style-type: none"> a) access, enter and be on the Order Land and adjoining land with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel for such purposes; b) lay down, install, adjust, alter, construct, operate, use, maintain, repair, renew and reinstate temporary access; c) take all necessary rights of support for the electric lines; d) install, use and remove protection measures for third party structures/assets, including scaffolding; e) test and commission the electric lines and remedy initial faults and defects in them at any time prior to the date on which they are energised and ready for operation; f) enter the land with or without vehicles, plant and machinery, park vehicles, plant and machinery, and carry out surveys and investigations, including aerial surveys (including the right to fly an unmanned aircraft over the land and to enter and retrieve and recover any such unmanned aircraft from the land); g) carry out archaeological works; h) pass and re-pass with or without vehicles to temporarily bring cranes and crane pads onto the land for the purposes of siting and installation of the crane pad(s) and to position and swing the jib of a crane loaded or unloaded through the airspace above the land for the purposes of removing machinery and equipment from the construction site; i) carry out works required or permitted by any planning permission, consent or licence; j) erect, maintain and remove fencing and signage and secure a working area; k) construct, lay down, use and remove access roads including any necessary temporary bridging, culverting or diversion of watercourses and drains; l) carry out de-watering and drainage works and install, use, alter, reinstate or remove land drainage systems; m) discharge water into existing drains and watercourses; n) break open the land, excavate and remove tower foundations and reinstate the land; o) protect against and prevent damage to, or interference with, the operation and maintenance of the electric lines and construction of the same; p) fell, trim or lop trees, shrubs, hedges and bushes and to clear and remove any and all vegetation which may damage, obstruct or interfere with these Overhead Line Rights;

	<p>q) carry out archaeological, environmental and/or ecological mitigation works and create, use, maintain, inspect, and remove ecological mitigation measures;</p> <p>r) erect, create, use and remove welfare facilities including hardstanding, security measures, portable toilets, portable cabins and offices and electricity generators;</p> <p>s) install, use and remove artificial lighting;</p> <p>t) install, use, alter, divert and remove services and utilities;</p> <p>u) prevent changes to the use, or level of the surface of, the land;</p> <p>v) apply a temporary electricity earthing system to electric lines;</p> <p>w) store, stockpile and where necessary use, manage and process plant, machinery, piling equipment, emissions stacks, apparatus, materials (including excavated material) and/or equipment;</p> <p>x) reinstate and make good any damage caused in connection with the exercise of these Overhead Line Rights; and</p> <p>y) carry out any activities ancillary or incidental thereto,</p> <p>and rights to prevent and remove any works, structures, buildings or use of the land which may interfere with or obstruct such access or the exercise of these Overhead Line Rights, or cause any damage or risk to safety including to:</p> <ul style="list-style-type: none"> • prevent the carrying out of any works, excavations or other activities which could reasonably foreseeably undermine the stability, safety and integrity of, or damage or interfere with the operation and maintenance of, the overhead electric lines; • prevent any works on or use of the land that would prevent access to or the operation and maintenance of the overhead electric lines; • prevent the erection of any building, works or structure (whether temporary or permanent) or the planting or growing of any plant or tree of any kind in or on the land; • prevent the storing or placing within or under any tower; or • prevent the raising of the level of the surface of the land, <p>without the written consent of the Acquiring Authority (such consent not to be unreasonably withheld or delayed and which consent may be granted subject to reasonable conditions).</p>
Utilities Works Rights	<p>The right at all times for the purposes of or incidental to the construction, laying, placing, retention, use, operation, protection, maintenance, surveying, testing, repair, renewal, replacement, alteration, diversions, relocation, commissioning, removal and decommissioning of the utilities, including rights to:</p> <p>(a) access the land and adjoining land with or without vehicles, personnel and plant, machinery, apparatus, equipment and materials for such purposes;</p> <p>(b) construct, lay, divert, relocate, lower and install the utilities in, on, under or over the land, including using trenchless techniques such as horizontal directional drilling;</p> <p>(c) test and commission the utilities installed in, on, under or over the land and to remedy faults and defects in them;</p> <p>(d) carry out de-watering and drainage works and construct, install, retain, make use of, inspect, cleanse, maintain, repair, alter, reinstate, renew, replace or remove land drainage systems;</p> <p>(e) enter the land and carry out surveys and investigations, including aerial surveys (including the right to fly an unmanned aircraft over the land and to enter and retrieve and recover any such unmanned aircraft from the land);</p>

	<ul style="list-style-type: none"> (f) protect against and prevent damage to or interference with the utilities including their construction, operation and maintenance; (g) fell, trim or lop trees, shrubs, hedges and bushes and to clear and remove any and all vegetation which may damage, obstruct or interfere with the utilities and the exercise of these Utilities Works Rights; (h) prevent and remove any works on or use of the land or any works, goods, materials, buildings, structures, plant, equipment, machinery or other items that would damage, cause injury to or interfere with the utilities, or prevent access to or the operation and maintenance of the utilities, or obstruct the exercise of the Utilities Works Rights; (i) prevent changes to the use, or level of the surface of, the land or any other works or excavations which may endanger the stability, safety and integrity of the utilities or the exercise of these Utilities Works Rights; (j) make good any damage caused in connection with the exercise of these Utilities Works Rights; (k) take subjacent and lateral support from the land, and from any mines and minerals lying in or under it, to the extent reasonably necessary to support (i) any utilities situated beneath the surface of the land and (ii) the foundations of any tower, pole or other supporting structure forming part of the utilities, together with the right to enter the land to inspect, monitor and carry out such strengthening, stabilisation, grouting or remedial works as may reasonably be required to secure that support; (l) carry out archaeological works and environmental and/or ecological mitigation; (m) carry out works required or permitted by any planning permission, consent or licence granted for or in connection with the works to the utilities authorised by this Order; (n) erect and remove fencing; (o) store and stockpile and where necessary use, manage and process plant, machinery, apparatus, and materials (including excavated material) and/or equipment; (p) construct, lay down, use and remove access roads including any necessary temporary bridging, culverting or diversion of watercourses and drains, modifying road verges and junctions; (q) discharge water into existing drains and watercourses; (r) install, use and remove artificial lighting; (s) erect, create, use and remove a works compound which may include hardstanding, portable cabins and offices, security measures, parking of vehicles and welfare facilities including portable toilets and electricity generators; (t) install, use, alter, divert, remove and reinstate any existing services and utilities affected by the exercise of these Utilities Works Rights; and (u) carry out any activities ancillary or incidental thereto, <p>and rights to prevent and remove any use of the land or works, goods, materials, buildings, structures, plant, equipment, machinery or other items which may damage, cause injury to, or interfere with the utilities or obstruct such access or the exercise of these Utilities Works Rights.</p>
--	---

APPENDIX 3

Schedule of Engagement

The table below covers all plots comprised in the Order. Each plot number listed in Table 1 of the Schedule to the Order appears in the second column below.

Landowner	Plot Number	Status of Negotiations
Alan Dore	6-15, 6-16, 6-17, 6-18, 6-19, 8-22, 8-27, 8-28, 8-29, 8-30, 9-1, 9-2, 9-3, 9-4	Deed of Easement offer in negotiation
Andrea Diane Wildgoose, Ian Robert Wildgoose	2-29, 3-1, 3-2, 3-3, 3-7	Deed of Easement offer in negotiation, Existing Deed, Deed of Easement offer in negotiation for a new Deed
Angela Wildgoose	6-10, 6-9	Deed of Easement offer in negotiation
Antony Robert Hayward, Marie Jane Hayward	8-19	Deed of Easement offer in negotiation
Brian Roland Collins, Anne Jennifer Collins	2-24, 2-26, 2-28	Existing Deed, Deed of Easement offer in negotiation for new Deed
Castlegate Trustees Limited, John Robert Germany	17-15	Deed of Easement offer in negotiation
Charles Geoffrey Dawson (Executor of Douglas William Beard), Timothy David Beard (Executor of Douglas William Beard)	10-7	Deed of Easement offer in negotiation
Christopher Jonathan Richards, Thomas Christopher Richards, James Andrew Richards	1-11, 2-11, 2-3, 2-4, 2-5, 2-6, 2-7, 2-8, 2-9	Existing Deed, Deed of Easement offer in negotiation for new Deed
Coverland UK Limited	2-12, 2-13, 2-15, 2-18	Deed of Easement offer refused
Crow Park Farming Company	24-19	Existing Deed, Deed of Easement offer in negotiation for new Deed
Cullingworth Commercials And Freight Services Limited	17-10, 17-11	Deed of Easement offer accepted
David Michael Chase	23-17, 23-18, 23-19, 23-20, 23-22, 23-23, 23-29, 23-30	Existing Deed, Deed of Easement offer accepted for new Deed

David Sewell - The Executor of Frank Sewell	3-12, 5-8, 5-9	Deed of Easement offer in negotiation
Denys Burton	27-8, 27-9	Deed of Easement offer accepted
Derbyshire County Council	5-26, 5-27, 5-30, 5-4, 5-6	Deed of Easement offer in negotiation
Devonshire Nominees No.1 Limited, Devonshire Nominees No.2 Limited	6-21, 6-22, 6-23, 7-1, 7-2, 7-4, 7-5, 7-6, 7-8, 8-1, 8-11, 8-13, 8-2, 8-3, 8-4, 8-5, 8-6, 8-8, 8-9	Deed of Easement offer in negotiation
Diana Wardell as trustee for the G.W. Southern Will Trust, Laura Kate Hill	24-16, 24-18	Deed of Easement offer accepted
Edith Noreen Connole, Shaun Martin Connole	23-13, 23-16, 23-24, 23-25, 23-26, 23-27, 23-34, 23-38, 24-1, 24-2, 24-3, 24-4	Deed of Easement offer accepted
Elizabeth Anne Davies, Michael William John Davie, Anthea Noel Davie	10-1, 10-2, 10-3, 10-4, 9-16, 9-17, 9-18	Deed of Easement offer in negotiation
Eric Southern	25-2, 25-3	Deed of Easement offer in negotiation
Felicity Mary Shaw-Browne	12-10, 12-12, 12-19, 12-21, 12-22	Existing Deed, Deed of Easement offer in negotiation for new Deed
G.H. Sutton Limited	25-12, 25-21, 25-25, 25-26, 25-27, 25-28, 25-29, 25-30, 25-31, 25-32, 25-33, 25-34, 25-37, 25-4, 25-6, 25-7, 26-1, 26-2, 26-4, 26-5, 26-8	Deed of Easement offer accepted, Existing Deed, Deed of Easement offer in negotiation for a new Deed
George Crombie Glennie, Louise Josephine Price	12-3, 12-4, 12-7	Deed of Easement offer in negotiation
Germany Farms Limited	17-16, 17-17, 17-19, 17-20	Existing Deed, Deed of Easement offer in negotiation for new Deed
Gilbert Watchorn	24-10, 24-11, 24-12, 24-8	Deed of Easement offer accepted
Guy Shaw-Browne, Luke Shaw-Browne	12-11, 12-23, 12-24, 12-6, 12-8, 12-9, 13-1, 13-2	Existing Deed, Deed of Easement offer in negotiation for new Deed
Homes England	9-10, 9-6, 9-9	Deed of Easement offer in negotiation
Ian Philip McGregor, Donna Louise Alice McGregor	1-8, 1-9, 2-1, 2-2	Deed of Easement offer in negotiation
Inkersall Investments Limited	25-15, 25-17	Deed of Easement offer in negotiation

Jane Susan Beeching, Paul James Beeching	25-19, 25-20, 25-22, 25-23, 25-24	Deed of Easement offer accepted
Janet Ann Gent	22-8, 22-9	Deed of Easement offer in negotiation
Janet Mary Taylor, Maria Louise Free	3-9	Deed of Easement offer in negotiation
Jayne Riddin	14-8	Existing Deed, Deed of Easement offer in negotiation for new Deed
Jennifer Hall, Michael Ernest Hall	25-5	Deed of Easement offer in negotiation
JG Pears Property Limited	26-16, 26-20, 28-1, 28-10, 28-11, 28-14, 28-21, 28-22, 28-23, 28-25, 28-26, 28-27, 28-29, 28-30, 28-31, 28-32, 28-34, 28-35, 28-36, 28-39, 28-41, 28-48, 28-50, 28-51, 28-53, 28-54, 28-55, 28-56, 28-57, 28-58, 28-59, 28-60, 28-61, 28-63, 28-64, 28-65, 28-66, 28-69, 28-7, 28-72, 28-73, 28-76, 28-77, 28-78, 28-79, 28-8, 28-80, 28-81, 28-83, 28-9, 28-12, 28-13, 28-40, 28-42, 28-43, 28-44, 28-45, 28-46, 28-47, 28-52, 28-62	Deed of Easement offer in negotiation
Joanne Shelton	14-25, 14-27	Deed of Easement offer in negotiation
John Alexander Gent	22-11, 22-14, 22-18, 23-1	Existing Deed, Deed of Easement offer in negotiation for new Deed
John Anthony Beckitt (trading as J.K.Beckitt & Son)	24-21, 24-22, 25-1	Deed of Easement offer in negotiation
John Arthur Francis Mower	3-18, 3-20, 4-1, 4-10, 4-11, 4-12, 4-2, 4-5, 4-6, 4-7, 4-8, 5-1	Deed of Easement offer in negotiation
John James Ingham Whitaker (as trustee of Kneesall Settlement), Andrea Carol Louisa O'Donnell (as trustee of Kneesall Settlement), Richard Assheton Craven-Smith-Milnes (as trustee of Kneesall Settlement)	19-13, 19-14, 19-22, 19-23, 19-24, 19-25, 20-1, 20-11, 20-12, 20-13, 20-16, 20-17, 20-2, 20-3, 20-4, 20-5, 21-2, 21-3, 21-4, 22-2, 22-3, 22-4	Deed of Easement offer in negotiation

John Richard Drake	8-20, 8-23, 8-24	Deed of Easement offer in negotiation
John Robert Germany, The Executors of Robert Germany, Christopher James Germany	17-15, 17-18	Existing Deed, Deed of Easement offer in negotiation for new Deed
John Samuel Dore	6-16, 6-17, 6-18, 6-19, 8-22, 8-27, 8-28, 8-29, 8-30, 9-1, 9-2, 9-3, 9-4	Deed of Easement offer in negotiation
John Stuart Temporal	3-14, 3-16	Deed of Easement offer in negotiation
Jonathan Fraser Strawson, William Hamish Strawson, John David	28-5, 29-14, 29-17	Deed of Easement offer in negotiation
Julie Anne McCarthy	19-16	Deed of Easement offer in negotiation
June Karen Mawer White, Christine Ann Channing	17-24, 18-1, 18-3	Existing Deed, Deed of Easement offer in negotiation for new Deed
Karen Barnes, John Christopher Benjamin Barnes	2-17, 2-21, 2-22	Existing Deed, Deed of Easement offer in negotiation for new Deed
Karen Ward	5-13	Deed of Easement offer in negotiation
Keith Leonard Brealey	10-13, 10-14, 10-15, 10-8, 10-9	Deed of Easement offer in negotiation
Kevin Saxelby	22-13, 22-19, 23-3, 23-4, 23-5, 23-6, 23-7	Existing Deed, Deed of Easement offer accepted for new Deed
Laura Hazel Gibson	8-10	Existing Deed, Deed of Easement offer in negotiation for new Deed
Lisa Hall, Neil Thomas Hall	29-10, 29-5, 29-7, 29-8, 29-9	Deed of Easement offer in negotiation
Lynn Bowring and Robert Charles Bowring	10-6	Deed of Easement offer in negotiation
Lynne McCowliff (as trustee of The Andrew Mark Alan Winfrow Family Probate Trust 2022), Brittany Dee Winfrow (as Trustee of The Andrew Mark Alan Winfrow Family Probate Trust 2022)	25-11	Existing Deed, Deed of Easement offer in negotiation for new Deed
Malcolm Grange	16-19	Deed of Easement offer in negotiation
Margaret Townroe	10-17, 10-19, 10-31, 11-1, 11-2, 11-5, 11-7	Deed of Easement offer in negotiation

Martin Robinson , Donna Robinson	16-6	Deed of Easement offer in negotiation
Michael Ian Sawdon	2-23, 2-25, 2-27, 2-30, 2-31	Existing Deed, Deed of Easement offer accepted for new Deed
National Highways Limited	23-21, 4-3, 4-4	Request to discuss easement made but NH refused as of the view that parties should rely on NRSWA
Neil Atkinson, Tracey Lillian Atkinson	5-16, 5-17	Existing Deed, Deed of Easement offer in negotiation for new Deed
Network Rail Infrastructure Limited	12-15, 12-16, 12-17, 13-17, 13-18, 13-9, 14-10, 14-15, 14-17, 14-18, 14-20, 14-21, 14-4, 14-6, 24-13, 24-14, 24-15, 28-2, 28-33, 28-38, 28-6, 28-75, 28-85, 9-11, 9-12	Deed of Easement offer in negotiation
Nicholas John Ailwyn Fellowes(Trustee of Sir William Fitzherbert Will Trust), Selina Helen Fitzherbert (Trustee of Sir William Fitzherbert Will Trust), Victoria Sophia Mary Goodlad (Trustee of Sir William Fitzherbert Will Trust), Sir Richard Ranulph Fitzherbert, Baronet (Trustee of Sir William Fitzherbert Will Trust)	11-11, 11-12, 11-13, 11-15, 12-1, 12-2	Deed of Easement offer in negotiation
Nottinghamshire County Council	10-12, 13-10, 13-11, 13-12, 19-19, 19-20, 21-7, 26-11, 26-9, 9-13, 9-14, 9-15	Deed of Easement offer in negotiation, Existing Deed, Deed of Easement offer in negotiation for a new Deed
P & L Farming Partnership Ltd	29-2	Deed of Easement offer in negotiation
Paul Catling, John Stewart Deech, Simon Lloyd Greening	27-11, 28-15, 28-17, 28-19, 28-3, 28-37, 28-4, 28-49, 28-74, 29-15, 29-16, 29-18, 29-19, 29-21, 29-22, 29-23	Existing Deed, Deed of Easement offer in negotiation for new Deed
Paul Johnson	8-17, 8-18	Existing Deed, Deed of Easement offer in negotiation for new Deed
Paula Nkechi Thorne (trustees of the Ian David Peel Thorne Will Trust), James Kenneth Kidgell (trustees of the Ian David Peel Thorne Will Trust)	19-17, 19-21	Deed of Easement offer in negotiation

Pheasantry Farms and Brewery Limited	29-11, 29-12, 29-3, 29-4	Deed of Easement offer accepted
Philip Wilson	14-13, 14-19, 14-22, 14-23, 14-24, 14-26	Deed of Easement offer in negotiation
PKS (UK) Limited	13-5, 13-6	Existing Deed, Deed of Easement offer accepted for new Deed
R.A.J. Spink (Marnham) Limited	25-35, 25-36, 26-3	Deed of Easement offer in negotiation
Richard Denis Lomas, Ann Lomas	1-3, 1-5, 1-6, 1-7, 1-8	Deed of Easement offer in negotiation
Robert Charles Bowring	10-13, 10-14, 10-15, 10-6, 10-8, 10-9	Deed of Easement offer in negotiation
Robert James Fox (trading as J J Fox & Sons), Norman John Hedley Fox (trading as J J Fox & Sons)	16-14, 16-15, 16-18, 16-20, 16-21, 16-22, 16-23, 16-24, 16-25, 17-1, 17-2, 17-3, 18-4, 18-5, 19-2, 28-82, 28-84, 28-85, 28-86, 29-24	Deed of Easement offer in negotiation
Robert John Bealby	13-14, 13-15, 13-19, 14-1	Deed of Easement offer in negotiation
Robert Wholey	5-24, 5-25	Deed of Easement offer in negotiation
Samuel Henry Fretwell, Sophie Fretwell	19-7, 19-8	Deed of Easement offer in negotiation
Scott Lee Bagshaw, Lucy Emily Banks	3-6	Deed of Easement offer in negotiation
Severn Trent Water Limited	21-32	Deed of Easement offer in negotiation
Sheila Mary Richards	2-8, 2-9	Existing Deed, Deed of Easement offer in negotiation for new Deed
Sidney Roy Bowring	11-10, 11-8, 14-7, 15-10, 15-11, 15-12, 15-13, 15-14, 15-15, 15-17, 15-2, 15-3, 15-4, 15-5, 15-6, 15-7, 15-9, 16-1, 16-2, 16-5	Deed of Easement offer in negotiation
Simon Ashworth, Kevin George Ashworth	29-6	Deed of Easement offer accepted
Simon Russell Shaw-Browne	12-10, 12-12, 12-13, 12-14, 12-18, 12-19, 12-20, 12-21, 12-22, 13-3, 13-4	Existing Deed, Deed of Easement offer in negotiation for new Deed
Southwell and Nottingham Diocesan Board of Finance	25-10	Deed of Easement offer accepted

Stephen John Watson	18-6, 19-1, 19-10, 19-11, 19-3, 19-4, 19-5, 19-6	Deed of Easement offer accepted
Stuart Arthur Dore, Charles Geoffrey Dore	5-18, 5-19, 5-21	Existing Deed, Deed of Easement offer accepted for new Deed
Stuart Charles Sutton, Ruth Margaret Sutton, Geoffrey William Sutton	27-1, 27-3	Existing Deed, Deed of Easement offer in negotiation for new Deed
Suzanne Livingstone (as a trustee of The Noreen Hanstock Will Trust), Kathryn Bett (as a trustee of The Noreen Hanstock Will Trust)	26-14	Deed of Easement offer in negotiation
The Executor of Marion Ivy Mullins	5-12, 5-15	Deed of Easement offer refused
The Executor of Maurice Roy Hickling, Maureen Lesley Hickling	3-11	Deed of Easement offer in negotiation
The Executors of David Harold Bowring	10-13, 10-14, 10-15, 10-8, 10-9, 9-5	Deed of Easement offer in negotiation
The Executors of Judith Mary Chase, Catherine Anne Pike as Trustee of the Trust of CN Saxelby, David Ian Saxelby as Trustee of the Trust of CN Saxelby	23-4, 23-5	Existing Deed, Deed of Easement offer accepted for new Deed
The Executors of Maureen Germany	17-18	Deed of Easement offer accepted
The Executors of Olive Brenda Beard, The Executors of Christopher Robin Beard	26-10, 26-12, 26-15, 28-24, 28-28	Deed of Easement offer accepted
The Land Restoration Trust	9-7, 9-8	Deed of Easement offer in negotiation
Third Way Ventures Limited	27-5, 27-7	Existing Deed, Deed of Easement offer in negotiation for new Deed
Timothy Mervyn Lawrence, Angela Marie Lawrence	23-10, 23-12, 23-9	Deed of Easement offer in negotiation
Timothy Shaw Browne	12-13, 12-14, 12-18, 12-20, 13-3, 13-4	Existing Deed, Deed of Easement offer in negotiation for new Deed
Torksey Caravans Limited	13-7, 13-8	Deed of Easement offer accepted

TPM Trustee Services Limited as trustee of The Thoresby Settlement, TPM Trustees Limited as trustee of The Thoresby Settlement	16-10, 16-12, 16-13, 16-4, 16-7, 16-8, 16-9, 20-18, 20-6, 20-7, 21-1, 21-10, 21-11, 21-12, 21-13, 21-14, 21-15, 21-16, 21-17, 21-18, 21-20, 21-21, 21-22, 21-23, 21-24, 21-25, 21-26, 21-27, 21-28, 21-29, 21-31, 21-34, 21-35, 21-37, 21-6, 21-8, 21-9, 22-1, 22-5, 22-7	Deed of Easement offer in negotiation
Unregistered/Unknown	14-15, 19-11, 19-15, 2-10, 22-6, 23-5, 24-20, 26-17, 26-18, 26-19, 26-21, 26-22, 26-23, 28-16, 28-18, 28-20, 28-67, 28-68, 28-70, 28-71, 29-1, 5-22, 6-7, 1-1, 1-4, 2-14, 2-16, 2-19, 2-20, 3-4, 3-8, 3-10, 3-13, 3-15, 3-17, 3-19, 4-9, 4-13, 5-2, 5-10, 5-11, 5-14, 5-20, 5-23, 6-8, 6-11, 6-14, 6-20, 6-24, 7-3, 7-7, 8-7, 8-12, 8-21, 8-25, 8-26, 10-5, 10-10, 10-11, 10-16, 10-18, 11-3, 11-4, 11-6, 11-9, 11-14, 12-5, 13-13, 13-16, 13-20, 13-21, 13-22, 14-2, 14-3, 14-5, 14-9, 14-11, 14-12, 14-14, 14-16, 14-28, 14-29, 15-1, 15-8, 16-3, 16-11, 16-16, 17-4, 17-5, 17-6, 17-7, 17-8, 17-9, 17-12, 17-13, 17-14, 17-21, 17-22, 17-23, 18-2, 19-9, 19-12, 19-18, 20-8, 20-9, 20-10, 20-14, 20-15, 21-5, 21-19, 21-30, 21-33, 21-36, 21-37, 22-10, 23-8, 23-11, 23-14, 23-15, 24-5, 24-7, 24-9, 24-17, 25-8, 25-9, 25-16, 25-18, 26-6, 26-7, 26-13, 27-2, 27-4, 27-6, 27-10, 29-13, 29-20	N/A
W. & J. S. Temporal Limited	5-28, 5-29, 5-5, 5-7, 6-1, 6-12, 6-13, 6-2, 6-25, 6-3, 6-4, 6-5, 6-6	Deed of Easement offer in negotiation
Wild Capital 1 Propco 4 Ltd	3-5	Deed of Easement offer in negotiation
Yorkshire Water Services Limited	5-3	Deed of Easement offer in negotiation

APPENDIX 4

Unknown Land

Plot Number	Owner or Unreg / Unknown
2-10	Unreg/Unknown
2-14	Unreg/Unknown Coverland UK Limited, Christopher Jonathan Richards, James Andrew Richards, Thomas Christopher Richards and Sheila Mary Richards as riparian owner up to half width of brook
2-16	Unreg/Unknown Coverland UK Limited, Christopher Jonathan Richards, James Andrew Richards, Thomas Christopher Richards and Sheila Mary Richards as riparian owner up to half width of brook
2-19	Unreg/Unknown Coverland UK Limited, Karen Barnes and John Christopher Barnes as riparian owner up to half width of brook
2-20	Unreg/Unknown Coverland UK Limited, Karen Barnes and John Christopher Barnes as riparian owner up to half width of brook
3-4	Unreg/Unknown
3-8	Unreg/Unknown
3-10	Unreg/Unknown
3-13	Unreg/Unknown
3-15	Unreg/Unknown
3-17	Unreg/Unknown
3-19	Unreg/Unknown
4-9	Unreg/Unknown
4-13	Unreg/Unknown
5-2	Unreg/Unknown

5-10	Unreg/Unknown
5-11	Unreg/Unknown W. & J. S. Temporal Limited as riparian owner up to half width of drain
5-14	Unreg/Unknown
5-20	Unreg/Unknown
5-22	Unreg/Unknown
5-23	Unreg/Unknown
6-7	Unreg/Unknown
6-8	Unreg/Unknown
6-11	Unreg/Unknown
6-14	Unreg/Unknown
6-20	Unreg/Unknown
6-24	Unreg/Unknown
7-3	Unreg/Unknown
7-7	Unreg/Unknown
8-7	Unreg/Unknown
8-12	Unreg/Unknown
8-21	Unreg/Unknown
8-25	Unreg/Unknown
8-26	Unreg/Unknown
10-5	Unreg/Unknown
10-10	Unreg/Unknown
10-11	Unreg/Unknown
10-16	Unreg/Unknown
10-18	Unreg/Unknown
11-6	Unreg/Unknown
11-9	Unreg/Unknown
11-14	Unreg/Unknown

12-5	Unreg/Unknown
13-13	Unreg/Unknown
13-20	Unreg/Unknown
13-21	Unreg/Unknown
14-2	Unreg/Unknown
14-5	Unreg/Unknown
14-9	Unreg/Unknown
14-11	Unreg/Unknown
14-15	Unreg/Unknown Network Rail Infrastructure Limited in respect of High Marnham Branch Railway Line
14-28	Unreg/Unknown
15-1	Unreg/Unknown
15-8	Unreg/Unknown
16-3	Unreg/Unknown
16-11	Unreg/Unknown
17-4	Unreg/Unknown
17-12	Unreg/Unknown
17-13	Unreg/Unknown Andrew John Baugh and Cullingworth Commercials And Freight Services Limited as riparian owner up to half width of drain
17-14	Unreg/Unknown
17-21	Unreg/Unknown
17-22	Unreg/Unknown
18-2	Unreg/Unknown
19-9	Unreg/Unknown
19-12	Unreg/Unknown
19-15	Unreg/Unknown

19-18	Unreg/Unknown
20-8	Unreg/Unknown
20-9	Unreg/Unknown
20-10	Unreg/Unknown
20-14	Unreg/Unknown Richard Assheton Craven-Smith-Milnes (as Trustee of the Kneesall Settlement), Andrea Carol Louisa O'Donnell (as Trustee of the Kneesall Settlement) and John James Ingham Whitaker (as Trustee of the Kneesall Settlement) as riparian owner up to half width of drain
20-15	Unreg/Unknown Richard Assheton Craven-Smith-Milnes (as Trustee of the Kneesall Settlement), Andrea Carol Louisa O'Donnell (as Trustee of the Kneesall Settlement) and John James Ingham Whitaker (as Trustee of the Kneesall Settlement) as riparian owner up to half width of drain
21-5	Unreg/Unknown
21-7	Unreg/Unknown
21-19	Unreg/Unknown
21-30	Unreg/Unknown
21-33	Unreg/Unknown
21-36	Unreg/Unknown
21-37	Unreg/Unknown
21-38	Unreg/Unknown
22-6	Unreg/Unknown
22-10	Unreg/Unknown
23-5	Unreg/Unknown
23-8	Unreg/Unknown

23-11	Unreg/Unknown
23-14	Unreg/Unknown
24-5	Unreg/Unknown
24-6	Unreg/Unknown
24-7	Unreg/Unknown
24-9	Unreg/Unknown
24-17	Unreg/Unknown
24-20	Unreg/Unknown Crow Park Farming Company as riparian owner up to half width of drain
25-8	Unreg/Unknown
25-9	Unreg/Unknown
25-13	Unreg/Unknown
25-14	Unreg/Unknown
25-16	Unreg/Unknown
25-18	Unreg/Unknown
26-6	Unreg/Unknown
26-7	Unreg/Unknown
26-9	Unreg/Unknown
26-11	Unreg/Unknown
26-17	Unreg/Unknown
26-18	Unreg/Unknown
26-19	Unreg/Unknown
26-21	Unreg/Unknown
26-22	Unreg/Unknown
26-23	Unreg/Unknown
27-2	Unreg/Unknown
27-4	Unreg/Unknown
27-6	Unreg/Unknown

	Third Way Ventures Limited and G.H. Sutton Limited as riparian owner up to half width of drain
27-10	Unreg/Unknown Denys Burton, Simon Lloyd Greening, John Stewart Deech and Paul Catling as riparian owner up to half width of drain
28-16	Unreg/Unknown
28-18	Unreg/Unknown
28-20	Unreg/Unknown
28-67	Unreg/Unknown
28-68	Unreg/Unknown
28-70	Unreg/Unknown
28-71	Unreg/Unknown
29-1	Unreg/Unknown
29-13	Unreg/Unknown
29-20	Unreg/Unknown

APPENDIX 5

Local Authority Land

Plot no	Council	Tenure	Acquisition Type
5-4	Derbyshire County Council	Freeholder Occupier	Overhead Line Rights
5-6	Derbyshire County Council	Freeholder Occupier	Access Rights
5-26	Derbyshire County Council	Freeholder Occupier	Overhead Line Rights
5-27	Derbyshire County Council	Freeholder	Overhead Line Rights
5-30	Derbyshire County Council	Freeholder Occupier	Overhead Line Rights
9-13	Nottinghamshire County Council	Freeholder Occupier	Overhead Line Rights
9-14	Nottinghamshire County Council	Freeholder Occupier	Access Rights
9-15	Nottinghamshire County Council	Freeholder Occupier	Access Rights
10-12	Nottinghamshire County Council	Freeholder Occupier	Overhead Line Rights
13-10	Nottinghamshire County Council	Freeholder	Overhead Line Rights
13-11	Nottinghamshire County Council	Freeholder	Access Rights
13-12	Nottinghamshire County Council	Freeholder	Access Rights
19-19	Nottinghamshire County Council	Freeholder Occupier	Overhead Line Rights
19-20	Nottinghamshire County Council	Freeholder Occupier	Overhead Line Rights