THE ELECTRICITY ACT 1989

AND

THE ACQUISITION OF LAND ACT 1981

THE NATIONAL GRID ELECTRICITY TRANSMISSION (LITTLE HORSTED SUBSTATION CONNECTION) COMPULSORY PURCHASE ORDER 2022

**OUTLINE STATEMENT** 

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#### 1. **INTRODUCTION**

- 1.1 This document is the Outline Statement of National Grid Electricity Transmission Plc ("NGET") prepared pursuant to Rule 5(2) of the Compulsory Purchase (Inquiries Procedure) Rules 2007 in connection with the National Grid Electricity Transmission (Little Horsted Substation Connection) Compulsory Purchase Order 2022 ("the Order"), which was made by NGET on 24 March 2022 and submitted to the Secretary of State for Business, Energy and Industrial Strategy ("Secretary of State") on 5 May 2022.
- 1.2 The principal submissions which NGET intend to make at the inquiry are set out in the Statement of Reasons which accompanied the Order and was submitted to the Secretary of State on 5 May 2022 ("Statement of Reasons"). This Outline Statement provides a summary of NGET's engagement with landowners and NGET's responses to the remaining objections to the Order, noting that the objection made by Southern Gas Networks has now been withdrawn, and negotiations with the remaining objectors continue.

#### 2. **RESPONSE TO OBJECTIONS**

2.1 The table at Appendix 1 summarises the remaining objections to the Order and NGET's responses to them.

#### 3. ENGAGEMENT AND NEGOTIATIONS WITH LANDOWNERS

3.1 A summary of the stages and timelines of landowner interaction is provided below. This is an updated version of the table at Appendix 2 to the Statement of Reasons. Text coloured blue indicates engagement that has taken place since submission of the Order and Statement of Reasons to the Secretary of State:

Date	Description of engagement
May 2020	Option agreement for substation site completed
August 2020	Site meeting with owner of Crockstead Farm (option land) to discuss project details
	Survey access request issued to main landowners
	Contact referencing commenced
September 2020	Survey access requests sent to PILs (Persons with an Interest in Land) bordering substation location and other key locations
April 2021	Initial letters sent to Phase 1 PILs (for the main works & easements) with datasheet request (seeking confirmation of land interests and contact details)
May 2021	Letters sent to Phase 1 PILs to chase unreturned datasheets
July 2021	HoTs (Heads of Terms) letters sent to Phase 1 PILs

	Follow-up letter sent to Phase 1 PILs (2 <sup>nd</sup> attempt) concerning HoTs
	Calls with PILs & agents to discuss queries and provide explanations
August 2021	Follow-up emails and calls to Phase 1 PILs to seek to confirm details
	Site meetings with PILs and agents where requested
September 2021	Project programme update letters sent to Phase 1 PILs
	Initial letters sent to Phase 2 PILs (regarding additional access rights where apparatus not accessible from the nearest public highway under existing rights) with datasheet requests
	Site meetings with PILs & agents
October 2021	Letters sent to Phase 1 PILs advising them formally of NGET's intention to seek a CPO (Compulsory Purchase Order)
November 2021	Letters sent to Phase 2 PILs advising them formally of NGET's intention to seek a CPO
	Initial letters sent to Phase 3 PILs (upgrade wayleave to easement where named grantor out of date and/or to obtain rights to undertake works) with datasheet request
	Follow-up letter sent to Phase 1 PILs (3 <sup>rd</sup> attempt) to seek to agree HoTs
	Negotiation of easement terms with responsive PILs
	Ongoing responses to PIL & agent queries
December 2021	Letters sent to Phase 2 & 3 PILs to follow-up unreturned datasheets
	Discussion with landowner re. Option land and works to clear spoil from it prior to exercise of the Option
January 2022	Letters with datasheets sent to 16 additional Phase 3 PILs (additional access over private roads, or where additional titles identified as affected by colour plate working areas)
	8 datasheets received back from Phase 3 PILs
February 2022	Letters sent to 11 Phase 3 PILs enclosing HoTs, and followed up at end of month
March 2022	Arrange access for surveys and ecology mitigation works on Crockstead Farm
	Continued correspondence with PILs and agent to seek voluntary rights

	Book of Reference prepared					
	CPO made					
April 2022	Activate option and acquire land for substation					
	Erect and monitor CPO site notices at plots with no registered title or unknown beneficiaries					
	Continued correspondence with PILs and agents to seek voluntary rights, including Crockstead Farm, and answer queries relating to CPO notices including misunderstanding over acquisition of land					
May 2022	Monitor and remove CPO site notices					
	Continued correspondence and site meetings with PILs and agents to seek voluntary rights					
June 2022	Continued correspondence and site meetings with PILs and agents to seek voluntary rights					
July 2022	Responses to formal objections sent, and followed up informally					
	Continued correspondence with PILs and agents to seek voluntary rights					
August 2022	Continued correspondence and site meetings with PILs and agents to seek voluntary rights					
	Further informal responses to objections seeking to agree works and withdraw objections					
	11 (of 36 agreements) detailed HoTs sent where PILs willing to negotiate, with 5 agreed and solicitors instructed.					

# 3.2 The table below summarises the current position with regard to private treaty negotiations:

Stage	Total No. required
No. of agreements sought	36
Discussions engaged	22
Detailed Heads of Terms sent	11
Solicitors instructed	5
Agreements completed	0 (excl. Option)

#### 4. FURTHER INFORMATION

#### **Negotiation of acquisitions**

4.1 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 agent, Fisher German by telephone on 01227 477870 or in writing to Address: Fisher German, Court Lodge Farm Offices, Godmersham Park, Canterbury, Kent CT4 7DT.

#### Compensation

- 4.2 Provision is made by statute with regard to compensation for the compulsory acquisition of land and the depreciation in value of properties as a result of the Project. More information is given in the series of booklets published by the Department 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.
- 4.3 These booklets are available to download for free online at: https://www.gov.uk/government/collections/compulsory-purchase-system-guidance
- 4.4 A copy of the Statement of Reasons, the Order and maps are available for inspection at <a href="https://www.nationalgrid.com/electricity-transmission/network-and-infrastructure/little-horsted">https://www.nationalgrid.com/electricity-transmission/network-and-infrastructure/little-horsted</a>

#### **APPENDIX 1**

### **Objections response table**

Agent number(s) be Acquired package (if Objection applicable)	·
Tibstock Bricks (1996)   Elimited [and others] OBJ1   84   Colour Plate Access Rights   Colour Plate Rights   Sepresented by M.Banton of Gerald Eve   149   150   Tolour Plate Rights   Colour Plate Rights   Tolour Plate Rights   Colour Plate Rights   Tolour Plate Rights   The acquisition of part of their land will cause significant disruption, and inconvenience, considerable capital costs and potentially increased operational costs.   The acquisition of part of their land will cause significant disruption, and inconvenience, considerable capital costs and potentially increased operational costs.   Tolour Plate Rights   The acquisition of part of their land will cause significant disruption, and inconvenience, considerable capital costs and potentially increased operational costs.   Tolour Plate Rights   The acquisition of part of their land will cause significant disruption, and inconvenience, considerable capital costs and potentially increased operational costs.   Tolour Plate Rights   Tolour P	Plot number 152 was not used in the Order and is marked "Number not used".  NGET are only seeking rights (Colour Plate Access Rights or Colour Plate Rights) over the plots of land owned by Ibstock Bricks which should in practice have minimal impact.  NGET seeks Colour Plate Access Rights and Colour Plate Rights over the plots in which Ibstock Bricks has an interest. The exercise of the access rights will involve NGET's appointed contractors taking access over the relevant plots (most likely on foot) in order to gain access to existing towers for the purpose of replacing Colour Plates.  Minor works may be required on the land in order to

		facilitate such access, such as vegetation clearance. These rights will be exercised on one occasion during the construction phase of the project and so the physical impact will be limited and temporary in nature.
		Colour Plate Rights are needed over some plots to enable appointed contractors to climb the existing towers to change the Colour Plates on them, ensuring a sufficient exclusion zone is in place around the tower to enable a safe operation and allow for emergency procedures if required. Once in place operatives will change the Colour Plates. This operation will need to take place during an electricity outage and be completed before the circuit can be re energised. This is a safety requirement of the National Grid to ensure the new circuits can be correctly
		identified after the addition of the new circuits to the system.
	<ul> <li>NGET has not demonstrated that there is a sufficiently</li> </ul>	

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	compelling case in the public interest to justify interfering their rights.	Plates to be replaced. Unless and until the Colour Plates are replaced it will not be possible for the important new infrastructure comprised in the Project to commence operation. While the works to replace the Colour Plates are relatively minor in nature it is essential that NGET have the ability to access the towers to change the Colour Plates at any time it is necessary to do so. It is therefore vital that NGET secures the rights it needs to enable it to lawfully replace the Colour Plates. NGET are committed to securing these voluntarily if
	NGET already has sufficient rights over their land to enable NGET to undertake the proposed works without the need for the proposed CPO.	at all possible.  In respect of plots 83, 84, 85 and 86, NGET holds rights for the existing apparatus and access under historic/implied wayleaves. An offer has been made (July 2021) to convert these rights to a permanent easement. The critical nature (see above) and timing of the works (they must be carried out during scheduled electricity outages) requires NGET to have more certainty of access than under historic or implied rights, hence the need to protect its position by

				No offer has been made to purchase their leasehold interest so it cannot be said that compulsory purchase powers are required on the grounds that it is not possible to acquire the interest by agreement.	including the required rights within the Order.  In respect of plots 149, 150, 151 and 153 NGET holds rights for the existing apparatus on a 1967 deed of easement. The access route to the apparatus NGET has historically been directed to use by Ibstock Bricks falls outside these rights and an offer has been made (February 2022) to vary the deed to include these rights.
Swynson Limited OBJ 2	2	Rights	Arcing Horn	Raises concerns about:	NGET is seeking to acquire "Working Area Rights" over
Limited OBJ 2	3		Rights Arcing Horn	the size of the working area	plot 7 to enable it to carry out works to the towers and
Represented			Access Rights	on plot 7, particularly the	
by James White of	4		Arcing Horn Rights	<u> </u>	"Construction Access Rights" over plot 8 to enable NGET to
Savills	5		Arcing Horn Access Rights	which it will be used; and	take access over land during and for the purposes of
	6		Arcing Horn Rights		construction of the Project.
	7		Working Area Rights	the location of the proposed construction access route	The working area around pylon 071 is required to
	8		Construction Access Rights	across plot 8 and its proximity to a tee box and	enable reconductoring of the overhead lines on the existing
	1 (Table 2		Arcing Horn	greens comprised in the golf	towers. This working area has
	interest)		Access Rights	course.	been designed to enable the
	9 (Table 2		Construction		safest and most efficient method for the works to be
	interest)		Access Rights	1	carried out, whilst still
	11 (Table 2		Construction		allowing flexibility for the
	interest)		Access Rights		anothing hexibility for the

					appointed contractor to utilise
East Sussex National OBJ 3	1	Rights	Arcing Horn Access Rights		their preferred working methods. Key to the size and
Represented	2	-	Arcing Horn Rights		shape of the working area required, is the positions
by James White of			Arcing Horn Access Rights		required for winches to pull conductors along the
Savills	4		Arcing Horn Rights	1	overhead line; one of the winch positions will need to be close to or on the course due to the minimum working
	5	-	Arcing Horn Access Rights		
	6	_	Arcing Horn Rights		distance (of the machines from the live wire) required by health and safety
	7	-	Working Area Rights		protocols. Once NGET's contractors enter on the land,
	8	_	Construction Access Rights		they will identify the specific working methods that will be
	9 (Table 2 interest)		Construction Access Rights		adopted and NGET will liaise with Swynson Limited and East Sussex National further to minimise any interference as far as practicable.
					NGET is committed to working with Swynson Limited and East Sussex National now to alleviate concerns regarding the impact of the working area and construction access route, upon the operation of the golf course. NGET is keen to discuss potential ways of mitigating the impact
					of the works through appropriate screening

	and (where possible) adjustments to the working area layout and access route.
	It is expected that the part of plot 7 overlapping the golf course will be required for a relatively short period of time approximately 3 to 4 months.
	NGET's appointed land agents, Fisher German, have been liaising with Swynson Limited's and East Sussex National's land agent to
	arrange a meeting to discuss all of this on site, along with NGET's engineers. It would be most helpful if a meeting could be arranged as soon as
	rhe Objection also raised concerns regarding engagement with Fisher German prior to the making
	of the Order. Fisher German have explained to East Sussex National that the working area included in the Order has been designed to
	enable the safest and most efficient method for the requisite works to be carried out. The precise details of the layout and use of the working
	area, such as the duration of works and number and

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					frequency of vehicles taking access to it, will be finalised by the main works contractor, and that contractor has not yet been selected/appointed.  While NGET cannot pre-empt the contractor's exact methods or requirements, NGET believe there is scope to discuss reasonable mitigation measures at this stage.  NGET remain committed to resolving the concerns
					regarding the construction of the Project and to reaching a voluntary agreement Swynson Limited and East Sussex National in order to secure the rights it needs for the Project.
Ridgewood Holdings	33	Rights and Freehold	Working Area Rights	No objection to the scheme in principle but object to the	A large proportion of the land on which the NGET, GSP and
Limited OBJ 4	35		Freehold	compulsory purchase of the freehold of plots 58a and 58b for	SPEN substations will be constructed (Plot 35)
Represented by James Ashcroft	37		Construction Compound Rights	ecological mitigation.  Object on the following basis:	comprises habitat suitable for protected species including great crested newt (GCN),
	43		Construction Access Rights	Compulsory purchase of	common reptiles, hazel dormice, breeding birds,
	46	1	Drainage Rights	plots 58a and 58b is not	badgers and foraging bats.
	48		Ecological Mitigation Rights	`required' for the stated purpose	The construction of the new substations will result in the loss of the majority of these

50	Overhead Line Rights	habitats. Off-site land (Plots 58a and 58b) is required to compensate for the loss of
50	Ecological Mitigation Access Rights	these habitats and mitigate the impacts on the
51	Working Area Rights	aforementioned protected species.
52	Construction Access Rights	The proposed mitigation is to
53	Construction and Ecological Mitigation Access Rights	provide alternative, or compensatory habitat suitable for the protected species. Given that the
54	Construction and Ecological Mitigation Access Rights	habitat to be lost (9.3ha) exceeds the site area to be provided as compensatory habitat (8.3ha), the
55	Working Area and Ecological Mitigation Access Rights	quantitative loss must be addressed through qualitative improvements, or 'enhancements' to plots
56	Working Area Rights	58a/b.
57	Construction and Ecological Mitigation Access Rights	The creation of compensatory habitat on plots 58a/b is required in order to deliver the Project, as a result of the requirements of the planning
58a	Freehold	permission and protected
58b	Freehold	species licences secured from
59	Working Area Rights	Natural England.
23 (Table 2 interest)	Overhead Line Rights	The planning permission obtained for construction of
25 (Table 2 interest)	Working Area Rights	the substations (detailed in

29 (Table 2	Working Area	section 6 above), included a
interest)	Rights	pre-commencement
40 (Table 2	Working Area	condition relating to ecology.
interest)	Rights	In order to discharge that
42 (Table 2	Overhead Line	condition, an ecological
interest)	Rights	mitigation and management
44 (Table 2	Working Area	strategy was prepared and
interest)	Rights	approved by the local
45 (Table 2	Overhead Line	planning authority in April
interest)	Rights	2022. NGET has also secured
3 (Table 2		a protected species licence
interest)	Access Rights	from Natural England to carry
4 (Table 2	Arcing Horn	out works on Plot 35 that
interest)	Rights	would otherwise constitute an
5 (Table 2	Arcing Horn	offence under wildlife
interest)	Access Rights	legislation. In order to secure
6 (Table 2	Arcing Horn	the licence, NGET has
interest)	Rights	committed to provide
7 (Table 2	Working Area	compensatory habitat on
interest)	Rights	plots 58a/b to mitigate the
8 (Table 2	Construction	impacts on protected species
interest)	Access Rights	so as to ensure that their
		conservation status is
		maintained. The creation of
		compensatory habitat on
		plots 58a/b is therefore a
		legal requirement, pursuant
		to the Natural England
		licence, with which NGET
		must comply in order to
		deliver the Project.
		NCET as suring 11 C 1 11 C
		NGET requires the freehold of
		plots 58a and 58b because it
		is necessary for the
		compensatory habitat to be
		secured in the long term, and

			not reversed by subsequent development of, or incompatible uses of, the land, that are not in keeping with maintaining the favourable conservation status of the species covered by Natural England and the protected species licences.
	bus imp cre cor imi fiel	pact on farm and sinesses (primarily pact of waste soil, eating a major structions site mediately adjacent to ld used for outdoor ents and holiday 'yurts')	NGET acknowledge that in correspondence with RHL, NGET had suggested that it may wish to use plots 58a and 58b to relocate soil removed from the GSP land/plot 35 during construction of the new substations. That is no longer the case. The land is required and intended for use only as ecological mitigation land, as set out above and in the Statement of Reasons.
			Reference is made at p.ii (on page 2) of the Objection to alleged severance of the holding by the compulsory acquisition of plots 58a and 58b, but with no explanation of how this severance is perceived to occur or of the claimed significant adverse impact. Plots 58a and 58b lie on the eastern side of the holding, and if the perceived

		Alternatives to compulsory acquisition have not been considered	severance claimed is to land owned to the north, access is still readily available over land owned to the west of plots 58a and 58b with existing gateways through to the land to the north. NGET would welcome the opportunity to discuss this further in order to better understand the nature of the concerns.  P10 of the Objection refers to the case of <i>R</i> (Hall) v First Secretary of State and in particular to three circumstances in which compulsory purchase could not be justified in the public interest, namely:  i. Land proposed to
			be acquired may be excessive because development proposals can be constructed without needing that land to be acquired  ii. Acquisition of a
			right over the land, rather than its

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		acquisition, might suffice
		iii. Land may be necessary for the development, but [the] landowner may be willing to agree to sell.
		The Objection states that "With reference to point 'ii', in so far as any off-site habitat creation is required to recreate the compensatory habitat (including of woodland for enhancement to satisfy the dormouse mitigation recommendations), compulsory purchase powers are not required because they could be achieved by the use of lesser powers than compulsory purchase (temporary possession and acquisition of rights of maintenance)".  Firstly it should be noted that while the Housing and
		Planning Act 2016 includes temporary possession powers, these are not yet in force so are not available to NGET. As to the acquisition

		of new rights, as explained at paragraph 8.12 of the Statement of Reasons, "NGET is taking a proportionate approach to acquisition and only seeks to acquire the freehold title to the Order Land for the purposes of above ground permanent infrastructure, namely the NGET GSP substation and the SEPN substation (CPO Plot 35), and to mitigate the impacts of the new substations on the habitat of protected species (CPO Plots 58a and 58b). In all other instances rights in land will be acquired."
		NGET requires the freehold of plots 58a and 58b because it is necessary for the compensatory habitat to be secured in the long term, and not reversed by subsequent development of, or incompatible uses of, the land, that are not in keeping with maintaining the favourable conservation status of the species covered by Natural England and the protected species licences.  Protected species licences can only be issued if they meet

	c) be of low ecological value to minimise impacts to any protected species that might already be using the land during any habitat improvement or creation works; and
	d) be of an appropriate size/quality.
	In line with the above requirements, two fields (totalling c.13.7 ha) were identified by NEGT's ecology advisors as potentially suitable for compensatory habitat as they were within 500m (the typical natural range for GCN) of the proposed substations (located around Pylon 4VM068) and of low ecological value. Both of these fields are owned by Ridgewood Holdings Limited. NGET approached Ridgewood Holdings Limited (represented by James Ascroft) who explained that Ridgewood holdings to allow NGET to use these fields but were, in principle, amenable to NGET using an alternative area (included in the Order as plot 58a and 58b) for the

		creation of compensatory habitat.  In addition to the options on land owned by Ridgewood
		Holdings Limited, four other nearby land parcels (belonging to different landowners) were identified as being potentially suitable for compensatory habitat, on the basis that they were likely
		to be of low ecological value and were connected to the proposed development site through the wider natural landscape. Of these options, only three could be directly
		accessed from a road, which would be necessary to facilitate access for the intended long-term management of the land. However, only the Ridgewood
		Holdings land avoided crossing any highway and was located within the natural range of GCN (500m). The Ridgewood Holdings land was therefore identified as the most suitable option to
		compensate for impacts arising from the development.  Ecological surveys of the Ridgewood Holdings land

			(Dieta EOa and EOb) ware
			(Plots 58a and 58b) were
			carried out to acquire
			baseline habitat information.
			In addition, a pond located
			immediately south of plots
			58a/b was confirmed to have
			a low population of GCN and
			as such enhancing this land
			would provide benefits to the
			metapopulation of GCN in the
			area thus, ensuring the
			species remained at a
			favourable conservation
			status. The information
			demonstrated that plots
			51a/b met all the
			requirements outlined at a)-
			d) above (`Ecological
			mitigation/compensation land
			requirements'), making these
			plots appropriate for
			compensatory habitat.
			compensatory nubitati
			This land is ecologically
			connected to the GSP land via
			outgrown hedges and a
			watercourse. It is
			approximately 440m from the
			GSP land, with no barriers in-
			between to impede species
			movements (such as roads or
			major watercourses). It also
			falls within the normal
			foraging ranges for many of
			the protected species
			associated with the GSP land.
			Its close proximity and
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		connectivity to the GSP land
		is such that populations of
		protected or otherwise
		•
		notable species that will be
		affected by the Project will
		directly benefit from the
		measures proposed here.
		Other land options are less
		favourable/suitable, due to
		their separation by public
		highways, which limit their
		connectivity to the land
		affected by development.
		Furthermore, the land is
		currently of low ecological
		value and would provide the
		gains for protected species
		and wider biodiversity,
		following the implementation
		of the compensation
		measures proposed. As noted
		above, it is also directly
		accessible from Sand Hill
		Lane. As well as avoiding
		adverse impacts associated
		with creating site access to
		alternative plots, this will
		enable ongoing access to
		complete the necessary
		monitoring surveys and long-
		term (at least c.25-30 years)
		management of the newly
		created and improved
		•
		habitats. In addition, this

		option would avoid any severance of the remaining RHL (Plate 1).  As indicated above, NGET did consider several alternative locations for ecological compensation/mitigation. However, plots 58a and 58b are the most ecologically suitable and their use for this purposes was, in fact, suggested by Ridgewood Holdings Limited. Moreover, Ridgewood Holdings Limited confirmed, in the context of NGET's applications for protected species licences, that this land could be used as compensatory habitat.
		The Objection confirms that Ridgewood Holdings Limited do not object to the principle of the Project which is welcomed by NGET. It acknowledges that the GSP land was acquired by NGET from Ridgewood Holdings Limited by voluntary agreement, and that there has been a long history of engagement/negotiation between NGET and Ridgewood Holdings Limited on the Project proposals.

Southern Power Networks OBJ	Objection wit	:hdrawn				Ridgewood Holdings Limited were consulted on and fully aware of the need for compensatory habitat and indeed suggested that the land included in the Order as plots 58a and 58b be used for that purpose in preference to other Ridgewood Holdings land identified by NGET.  Following an initial offer to acquire land for compensatory habitat in March 2021, discussions have continued and NGET's intention is to continue those discussions in an amicable and constructive manner in order to secure the land and rights needed for the Project without the use of CPO powers.
Hamilton Palace Limited OBJ 6	38	Rights	Ecological Mitigation Rights		'Holding objections' pending conclusion of negotiations with NGET.	NGET welcome confirmation that discussions are progressing in a positive
Represented	40		Working <i>A</i> Rights	Area	Acknowledge that discussions are	manner; that the majority of matters have been agreed in
by Robert Gates and Co.	42		Overhead Rights	Line	progressing well with NGET, matters are agreed in principle, and that	principle; and that upon formal documentation of the

Agnes Gnoumou OBJ 7	32	Rights	Overhead Line Rights	once agreement is reached on the detailed scope of works the objections will be withdrawn.	matters agreed in principle, the objections will be formally withdrawn.
Represented by Robert Gates and Co.	34		Working Area		NGET remain committed to reaching voluntary agreement and as such, NGET's agents, Fisher German, will continue to be in regular contact to ensure that outstanding matters can be resolved as soon as possible.
	36		Rights Ecological Mitigation Rights		
	39		Overhead Line Rights	2	
Ahmed Ben- Zarti OBJ 8 Represented by Robert Gates and Co.	44	Rights	Working Area Rights		