Schedule of Objections

Objector and	Plot	Rights	Issues/concerns raised in	NGET response	Update as at 11 th November
Agent	no's	package (if	Objection		2022
		applicable)			
Ibstock Bricks	83	Colour Plate	• Ibstock Bricks advise they	Plot number 152 was not used in the	NGET's appointed land agents,
(1996) Limited		Access Rights	hold an interest in plots 83,	Order and is marked "Number not	Fisher German, initially
[and others]	84	Colour Plate	84, 85, 86, 149, 150, 151,	used".	contacted the agent for Ibstock
OBJ1		Rights	152 and 153.		Bricks to advise of a
	85	Colour Plate			misunderstanding, in that NGET
Represented		Access Rights	NGET are seeking powers to	NGET are only seeking rights (Colour	only seeks to acquire rights over
by M. Banton of	86	Colour Plate	acquire the freehold of these	Plate Access Rights or Colour Plate	land owned by Ibstock Bricks,
Gerald Eve		Rights	plots and deprive the	Rights) over the plots of land owned by	rather than the land itself. A full
	149	Colour Plate	landowner of occupation of	Ibstock Bricks which should in practice	description of NGET's
		Rights	them.	have minimal impact.	requirements was provided, and
	150	Colour Plate			a formal response to the
		Access Rights	The acquisition of part of	NGET seeks Colour Plate Access Rights	objection sent.
	151	Colour Plate	their land will cause	and Colour Plate Rights over the plots	
		Rights	significant disruption,	in which Ibstock Bricks has an interest.	Discussions during August and
	[152]	Number not	inconvenience, considerable	The exercise of the access rights will	September 2022 further clarified
		used	capital costs and potentially	involve NGET's appointed contractors	the extent of rights required and
			increased operational costs.	taking access over the relevant plots	impact. It is likely that the rights
				(most likely on foot) in order to gain	required over their eastern block
				access to existing towers for the	of land will not affect any mineral
				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.

potential which was a concern raised by Ibstock Bricks.

Revised terms for both parcels of land were sent on 14th September 2022, with follow-up emails concerning the impact of short-term rights. Ibstock Bricks agent indicated on 11 October that terms are agreed subject to agreement on the basis of professional fees and that he had been instructed to withdraw the objection. Revised terms were provided by return, and signed on 1 November. We await confirmation that the objection has been withdrawn, having advised the agent how to do this.

 NGET has not demonstrated that there is a sufficiently compelling case in the public interest to justify interfering their rights. It is essential for health and safety reasons for the Colour 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 at all possible.

 NGET already has sufficient rights over their land to enable NGET to undertake the proposed works without 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

			the need for the proposed	outages) requires NGET to have more	
			CPO.	certainty of access than under historic	
			G. G.	or implied rights, hence the need to	
				protect its position by including the	
				required rights within the Order.	
				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	
			No offer has been made to	rights and an offer has been made	
			purchase their leasehold	(February 2022) to vary the deed to	
			interest so it cannot be said	include these rights.	
			that compulsory purchase	, and the second	
			powers are required on the		
			grounds that it is not		
			possible to acquire the		
			interest by agreement.		
Swynson	2	Arcing Horn	Raises concerns about:	NGET is seeking to acquire "Working	NGET's appointed land agents,
Limited OBJ 2		Rights		Area Rights" over plot 7 to enable it to	Fisher German, and Swynson
	3	Arcing Horn	the size of the working area	carry out works to the towers and	Limited's and East Sussex
Represented		Access Rights	on plot 7, particularly the	"Construction Access Rights" over plot	National's appointed land agent
by James	4	Arcing Horn	area extending into the	8 to enable NGET to take access over	exchanged emails in May 2022
		Rights	_		concerning the acquisition of

White of	5	Arcing Horn	fairway, and the duration for	land during and for the purposes of	rights on the golf course, with an
Savills		Access Rights	which it will be used; and	construction of the Project.	indicative image provided
	6	Arcing Horn			showing how the temporary
		Rights		The working area around pylon 071 is	rights would lay over the course.
	7	Working Area	• the location of the proposed	required to enable reconductoring of	Project team representatives and
		Rights	construction access route	the overhead lines on the existing	Fisher German subsequently met
	8	Construction	across plot 8 and its	towers. This working area has been	with the landowner, leaseholder
		Access Rights	proximity to a tee box and	designed to enable the safest and most	and their agent on site on 5th
	1	Arcing Horn	greens comprised in the golf	efficient method for the works to be	October 2022 to discuss the
	(Table 2	Access Rights	course.	carried out, whilst still allowing	works and land requirements in
	interest)			flexibility for the appointed contractor	more detail and seek to mitigate
	9	Construction		to utilise their preferred working	any impact.
	(Table 2	Access Rights		methods. Key to the size and shape of	
	interest)			the working area required, is the	A proposal was discussed which
	11	Construction		positions required for winches to pull	would limit the occupation of the
	(Table 2	Access Rights		conductors along the overhead line;	course for the purposes of the
	interest)			one of the winch positions will need to	Project, with the intention that
				be close to or on the course due to the	the affected hole could remain in
East Sussex	1	Arcing Horn		minimum working distance (of the	play at least in some form,
National OBJ 3		Access Rights		machines from the live wire) required	thereby mitigating the impact on
	2	Arcing Horn		by health and safety protocols. Once	players and management of the
Represented		Rights		NGET's contractors enter on the land,	course. This would be subject to
by James	3	Arcing Horn		they will identify the specific working	the main contractor confirming
White of		Access Rights		methods that will be adopted and NGET	that the reconfigured layout of
Savills	4	Arcing Horn		will liaise with Swynson Limited and	the work area, which would
		Rights		East Sussex National further to	utilise land to the north, would

	5	Arcing Horn	minimise any interference as far as	not impact on working methods
		Access Rights	practicable.	and safety too severely.
	6	Arcing Horn		
		Rights	NGET is committed to working with	
	7	Working Area	Swynson Limited and East Sussex	The proposed alternative site
		Rights	National now to alleviate concerns	layout (critically the conductor
	8	Construction	regarding the impact of the working	pulling locations) was checked
		Access Rights	area and construction access route,	with the preferred contractor
	9	Construction	upon the operation of the golf course.	during a further site visit on 13
	(Table 2	Access Rights	NGET is keen to discuss potential ways	October. The preferred
	interest)		of mitigating the impact of the works	contractor confirmed the
			through appropriate screening and	alternative layout was suitable so
			(where possible) adjustments to the	plans were prepared and issued.
			working area layout and access route.	The parties have agreed to seek
				to agree terms by the end of
			It is expected that the part of plot 7	October to allow the objection to
			overlapping the golf course will be	the Order to be removed prior to
			required for a relatively short period of	the proposed hearings. An aerial
			time approximately 3 to 4 months.	overview plan was provided on
				20 October for the
			NGET's appointed land agents, Fisher	landowner's/occupier's agent to
			German, have been liaising with	check the revised extent of land
			Swynson Limited's and East Sussex	affected on the course, so that
			National's land agent to arrange a	terms may be agreed. Heads of
			meeting to discuss all of this on site,	Terms and plans for an option for
			along with NGET's engineers. It would	a lease were issued to the agent
				on 1 November. The agents

be most helpful if a meeting could be spoke on 9 November, with arranged as soon as possible. provisional agreement of terms subject to agreeing a rent for the The Objection also raised concerns work area. 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 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 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	33	Working Area	No objection to the scheme in	A large proportion of the land on which	Following delays while the
Holdings		Rights	principle but object to the	the NGET, GSP and SPEN substations	objector appointed a new land
Limited OBJ 4	35	Freehold	compulsory purchase of the	will be constructed (Plot 35) comprises	agent, NGET's appointed land
			freehold of plots 58a and 58b for	habitat suitable for protected species	agent, Fisher German met with
Represented	37	Construction	ecological mitigation.	including great crested newt (GCN),	Mr Ashcroft and his agent on 29
by James		Compound		common reptiles, hazel dormice,	September 2022 to review the
Ashcroft		Rights	Object on the following basis:	breeding birds, badgers and foraging	position and advised that NGET
	43	Construction		bats. The construction of the new	would be willing to consider
		Access Rights	• Compulsory purchase of	substations will result in the loss of the	acquiring the alternative
	46	Drainage	plots 58a and 58b is not	majority of these habitats. Off-site land	mitigation land proposed,
		Rights	'required' for the stated	(Plots 58a and 58b) is required to	subject to Natural England
	48	Ecological	purpose	compensate for the loss of these	agreeing to vary the protected
		Mitigation		habitats and mitigate the impacts on	species licences granted, and
		Rights		the aforementioned protected species.	further being able to discharge
	49	Overhead			conditions of the planning
		Line Rights		The proposed mitigation is to provide	permission for the development
	50	Ecological		alternative, or compensatory habitat	relating to ecological mitigation
		Mitigation		suitable for the protected species.	based on this alternative land.
		Access Rights		Given that the habitat to be lost (9.3ha)	

58a	Freehold
	Access Rights
	Mitigation
	Ecological
	and
57	Construction
	Rights
56	Working Area
	Access Rights
	Mitigation
	Ecological
	and
55	Working Area
	Access Rights
	Mitigation
	Ecological
	and
54	Construction
	Access Rights
	Mitigation
	Ecological
	and
53	Construction
	Access Rights
52	Construction
	Rights
51	Working Area

exceeds the site area to be provided as compensatory habitat (8.3ha), the quantitative loss must be addressed through qualitative improvements, or 'enhancements' to plots 58a/b.

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 permission and protected species licences secured from Natural England.

The planning permission obtained for construction of the substations included pre-commencement condition relating to ecology. In order discharge that condition, an ecological mitigation and management strategy was prepared and approved by the local planning authority in April 2022. NGET has also secured a protected species licence from Natural England to carry out works on Plot 35 that would otherwise constitute an offence under wildlife legislation. In order to secure the licence, NGET has

It was made clear that the mitigation land originally identified by NGET as suitable (Plot 58a and 58b) will stay within the CPO until alternative land has been confirmed as suitable, Natural England licences have been varied, planning conditions discharged and the land acquired. The objector agreed to a walkover survey to determine the suitability of the land.

NGET's intention is to continue to seek voluntary agreement over the land and rights required as soon as possible through proactive engagement with the landowner.

In respect of business interruption, Fisher German confirmed indicative timescales. The main contractor will be appointed shortly and will be

58b	Freehold
59	Working Area
	Rights
23	Overhead
(Table 2	Line Rights
interest)	
25	Working Area
(Table 2	Rights
interest)	
29	Working Area
(Table 2	Rights
interest)	
40	Working Area
(Table 2	Rights
interest)	
42	Overhead
(Table 2	Line Rights
interest)	
44	Working Area
(Table 2	Rights
interest)	
45	Overhead
(Table 2	Line Rights
interest)	
3	Arcing Horn
(Table 2	Access Rights
interest)	
l	1

committed to provide compensatory habitat on plots 58a/b to mitigate the impacts on protected species 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.

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.

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

able to further discuss mitigation measures.

It was agreed that it would be unlikely that the objection would be withdrawn before the scheduled commencement of the hearings, but that the parties would be happy to state that they are co-operating over solutions and appropriate mitigation.

On 20 October the landowner's agent submitted a proposed price for Freehold sale of the alternative mitigation land. A revised price was submitted on 2 November and responded to by return., and discussed on a call on 9 November. Negotiations continue. Negotiations continue.

	4	Arcing Horn		construction of the new substations.	
	(Table 2	Rights		That is no longer the case. The land is	
	interest)			required and intended for use only as	
-	5	Arcing Horn		ecological mitigation land, as set out	
	(Table 2	Access Rights		above and in the Statement of	
	interest)			Reasons.	
	6	Arcing Horn			
	(Table 2	Rights		Reference is made at p.ii (on page 2) of	
	interest)			the Objection to alleged severance of	
	7	Working Area		the holding by the compulsory	
	(Table 2	Rights		acquisition of plots 58a and 58b, but	
	interest)			with no explanation of how this	
	8	Construction	• Impact on farm and	severance is perceived to occur or of	
	(Table 2	Access Rights	businesses (primarily impact	the claimed significant adverse impact.	
	interest)		of waste soil, creating a	Plots 58a and 58b lie on the eastern	
			major constructions site	side of the holding, and if the perceived	
			immediately adjacent to	severance claimed is to land owned to	
			field used for outdoor events	the north, access is still readily	
			and holiday 'yurts')	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 R (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 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 re-create the compensatory habitat (including of woodland enhancement to satisfy the dormouse

 Alternatives to compulsory mitigation recommendations), acquisition have not been compulsory purchase powers are not required because they could be considered 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 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 three "licensing tests". One of the questions that must be addressed in order to secure a licence is whether the action authorised will be detrimental to the maintenance of the population of the species concerned at a favourable conservation status in their natural range ('the FCS test'). Therefore, the land required to compensate for the loss of the protected species habitats and maintain the species favourable conservation status should constitute the following:

	a) be located in a place that would not risk wildlife mortality; this would be achieved by locating the compensatory habitat on land that avoids crossing highways, such as avoiding land south of the A22;
	b) be ecologically connected to the GSP land and the wider landscape, and as close to the GSP land as reasonably practicable to benefit protected species affected by the Project;
	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

potentially suitable 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 Holdings Ridgewood Limited (represented by James Ashcroft) who explained that Ridgewood holdings Limited were not willing 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

to

the

proposed

connected

development site through the wider • Alternative locations to plots 58a and 58b have not been natural landscape. Of these options, only three could be directly accessed properly considered 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 (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 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. 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 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 separation by public highways, which

affected by development.

limit their connectivity to the land

Furthermore, the land is currently of low ecological value and would provide the gains for protected species and wider biodiversity, following 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.

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.	
Southern					Objection withdrawn.
Power					-
Networks OBJ					
5					
Hamilton	38	Ecological	'Holding objections' pending	NGET welcome confirmation that	Objections formally withdrawn
Palace Limited		Mitigation	conclusion of negotiations with	discussions are progressing in a	on 8 November.
ОВЈ 6		Rights	NGET.	positive manner; that the majority of	
	40	Working Area		matters have been agreed in principle;	
Represented		Rights	Acknowledge that discussions	and that upon formal documentation of	
by Robert	42	Overhead	are progressing well with NGET,	the matters agreed in principle, the	
Gates and Co.		Line Rights	matters are agreed in principle,	objections will be formally withdrawn.	
Agnes	32	Overhead	and that once agreement is		
Gnoumou OBJ		Line Rights	reached on the detailed scope of	NGET remain committed to reaching	
7			works the objections will be	voluntary agreement and as such,	
			withdrawn.	NGET's agents, Fisher German, will	
Represented				continue to be in regular contact to	
by Robert				ensure that outstanding matters can be	
Gates and Co.				resolved as soon as possible.	
	1	1			

			Objection withdrawn 8	8 th November
				November
			2022.	
	34	Working Area		
		Rights		
	36	Ecological		
		Mitigation		
		Rights		
	39	Overhead		
		Line Rights		
Ahmed Ben-	44	Working Area		
Zarti OBJ 8		Rights		
Represented				
by Robert				
Gates and Co.				