
THE GAS ACT 1986

AND

THE ACQUISITION OF LAND ACT 1981

**THE NATIONAL GRID GAS PLC (WESTERN GAS NETWORK PROJECT)
COMPULSORY PURCHASE ORDER 2022**

STATEMENT OF CASE

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1. INTRODUCTION

- 1.1 This document is the Statement of Case ("**Statement**") of National Grid Transmission Plc¹ ("NGT") prepared in connection with the National Grid Gas Plc (Western Gas Network Project) Compulsory Purchase Order 2022 ("**the Order**") (**CD C1**) which was made by NGT on 20 October 2022.
- 1.2 If confirmed by the Secretary of State for Business, Energy and Industrial Strategy, the Order will authorise NGT to purchase compulsorily the land and new rights in land required for the construction and operation of a new 9km section of gas pipeline between Wormington (Gloucestershire) and Honeybourne (Worcestershire); a new 2km section of gas pipeline in Churchover (Warwickshire); works to facilitate pressure uprating of the existing gas pipeline between Felindre (Swansea) and Three Cocks (Powys) and Cilfrew (Neath Port Talbot); and associated works to existing above ground installations ("**the Project**"), for which NGT has a Gas Transporter Licence (**CD E1**) (please see section 2 below for more information).
- 1.3 The Order was made pursuant to section 9 of and schedule 3 to the Gas Act 1986 (**CD A4**) ("**the 1986 Act**") and having regard to the Department for Housing, Communities and Local Government's Guidance on Compulsory Purchase process and The Crichel Down Rules (July 2019) ("**the CPO Guidance**") (**CD A15**).
- 1.4 This Statement is a statement under Rule 7 of the Compulsory Purchase (Inquiries Procedure) Rules 2007 (**CD A9**). NGT reserve the right to alter it or expand it as necessary.
- 1.5 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 6 of this Statement and is shown coloured pink (freehold acquisition) and light blue, dark blue, green, purple, yellow, orange, brown and single-hatched red (acquisition of 'packages' of rights) on maps which form part of the Order ("**Order Maps**") (**CD C2**). There are also a number of instances where two rights 'packages' are proposed to be acquired over the same plot of land in the Order and these are shown by hatching one colour over another, as further detailed in paragraph 5.14 below and illustrated in the key/legend to the Order Maps.
- 1.6 The Order also contains a Schedule of Interests which identifies those persons with an interest in land affected by the Order.

2. POWERS UNDER WHICH THE ORDER IS MADE

- 2.1 The Order is made under section 9 of and schedule 3 (**CD A4**) to the 1986 Act.
- 2.2 Section 9 (**CD A4.2**) of the 1986 Act sets out that the powers in schedule 3 (**CD A4.3**) (which provides for the compulsory purchase of land) have effect in relation to the holder of a gas transporter licence.
- 2.3 Paragraph 1(1) of Schedule 3 (**CD A4.3**) of the 1986 Act provides that:
- "The Secretary of State, after consultation with the Director², may authorise a gas transporter to purchase compulsorily any land."
- 2.4 Paragraph 1(2) of schedule 3 (**CD A4.3**) to the 1986 Act confirms that "Land" includes any right over land, and that the Secretary of State's power includes power to authorise the

¹ On 31 January 2023 a sale of shares in National Grid Gas Plc was completed. Given that the transaction was a share sale the legal entity comprising National Grid Gas plc remains the entity that carries on gas transmission and there was no change to the company number. The company was however renamed "National Gas Transmission Plc", effective as of 6 February 2023.

² References to the Director General of Gas Supply ("the Director") shall be read as references to the Gas and Electricity Markets Authority ("the Authority") (20.12.2000) by virtue of the Utilities Act 2000 (c. 27), s. 3(2); S.I. 2000/3343, art. 2, Sch. (**CD A8.1**)

acquisition of rights over land by creating new rights, as well as acquiring existing ones. This includes the creation of rights equivalent to an easement and “restrictive rights”, akin to a restrictive covenant.

- 2.5 NGT holds a Gas Transporter Licence (“Licence”) (**CD E1**) granted by the Authority under section 7 (**CD A4.1**) of the 1986 Act.
- 2.6 NGT may therefore be authorised to purchase compulsorily land and/or rights required to enable NGT to carry on the activities authorised by its Licence, and all of the land and the rights in land proposed to be acquired under the Order are needed for those purposes.
- 2.7 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 to justify the proposed interference with the private rights of those who have interests in the Order Land (paragraph 12 of the General Overview of the CPO Guidance (**CD A15**)).
- 2.8 There are a number of general considerations set out in the CPO Guidance (**CD A15**) that NGT needs to demonstrate to the satisfaction of the Secretary of State:
 - 2.8.1 that NGT 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 General Overview of the CPO Guidance (**CD A15**));
 - 2.8.2 that NGT has taken reasonable steps to acquire all of the land and rights included in the Order by agreement (paragraph 2 of the General Overview of the CPO Guidance (**CD A15**));
 - 2.8.3 that the Project is unlikely to be blocked by any physical or legal impediments to implementation. These include:
 - 2.8.3.1 the programming of any infrastructure accommodation works or remedial work which may be required; and
 - 2.8.3.2 any need for planning permission or other consent or licence (paragraph 15 of the General Overview of the CPO Guidance (**CD A15**))
 - 2.8.4 that all the necessary resources are likely to be available within a reasonable time-scale (paragraph 13 of the General Overview of the CPO Guidance (**CD A15**)); and
 - 2.8.5 that funding is available now or will be available early in the process for both acquiring the necessary land/rights over land and constructing the Project (paragraph 14 of the General Overview of the CPO Guidance (**CD A15**)).
- 2.9 Additional tests must be satisfied where special kinds of land are proposed to be acquired.
- 2.10 The above tests for compulsory purchase powers are addressed in section 15 below.

3. **NEED FOR THE PROJECT**

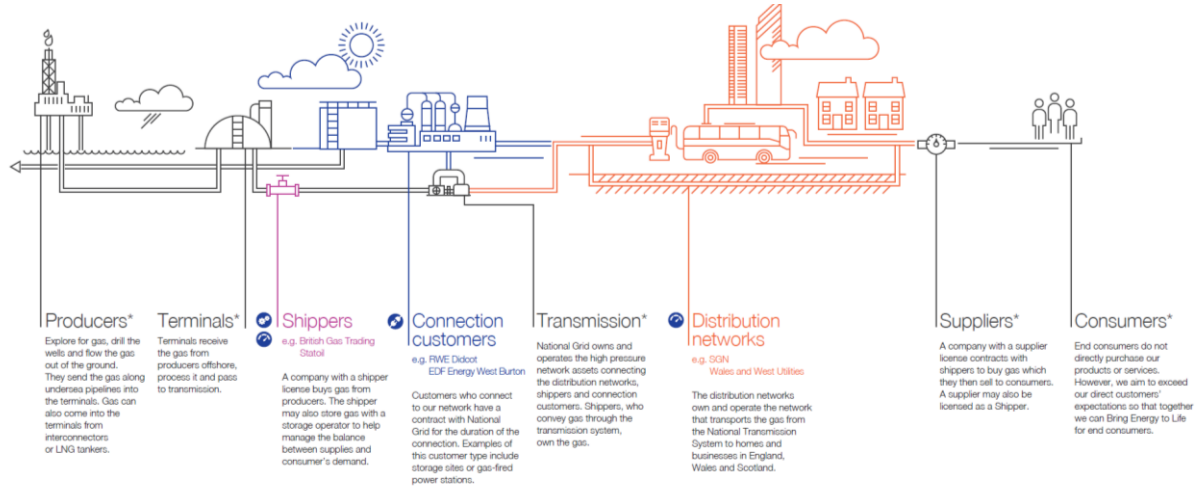
Role of NGT in the gas ‘ecosystem’

- 3.1 Although Great Britain is in the process of transitioning to a low carbon economy, gas is still an important source of energy which provides more than 80% of Britain’s homes and businesses with a secure and reliable source of heat/power.
- 3.2 Gas is supplied from a variety of sources, including the UK Continental Shelf, Norway, Liquefied Natural Gas (“LNG”) Imports, European Interconnectors and storage. A single gas

market serves the whole of Great Britain, and in this competitive, wholesale market, gas shippers and suppliers trade gas on a daily basis and supply it to end customers/consumers.

3.3 Great Britain's gas 'ecosystem' is illustrated in Figure 1 and explained in more detail below:

Figure 1 - Gas Ecosystem



3.4 The National Transmission System ("NTS") is a high-pressure gas network which transports bulk supplies of gas throughout Great Britain. NGT own and operate the gas NTS, and are responsible for ensuring that gas is transported safely and efficiently from where it's brought into the country to the places it's consumed, balancing supply and demand day-to-day.

3.5 The development of the NTS began in the 1960s and incremental changes have subsequently been made to meet increasing customer demand and to connect to new supply sources and interconnectors with other transmission systems. The NTS currently comprises around 8000km of buried pipeline, along with various associated facilities.

3.6 As a licenced gas transporter NGT does not own the gas transported within the NTS; it owns the NTS itself.

3.7 Gas shippers are licenced companies that arrange for the transportation of gas from producers, via terminals, to suppliers. Shippers can acquire 'capacity' which gives them an entitlement to flow gas onto the NTS.

3.8 Milford Haven Aggregate System Entry Point (ASEP) is a LNG entry terminal in South Wales, comprising two sub terminals, one owned by Dragon LNG and the other by South Hook LNG. In the context of the gas 'ecosystem' the sub-terminal owned and operated by South Hook LNG is a Terminal and will hereafter be referred to as 'South Hook Terminal'.

NGT's statutory duties

3.9 NGT has an overarching statutory obligation under section 9 (**CD A4.2**) of the 1986 Act to develop and maintain an efficient and economical pipeline system for the conveyance of gas (i.e. the NTS), and to comply, so far as it is economical to do so, with any reasonable request by gas shippers to connect and convey gas to that system. This section also places an obligation on NGT to facilitate competition in the supply of gas.

3.10 As the holder of a gas transporter licence under section 7 (**CD A4.1**) of the 1986 Act (i.e. the Licence (**CD E1**)), NGT is also required to comply with a number of standard, special and standard special licence conditions which form a framework for its role as developer and operator of the NTS.

3.11 There are a number of Licence conditions that determine NGT's obligations to deal with requests for NTS capacity, produce methodology statements that define capacity processes supporting NGT duties and set requirements for the release of obligated capacity. These conditions are:

- Special Condition 9.13- Capacity Requests, Baseline Capacity and Capacity Substitution
- Special Condition 9.17- Entry Capacity and Exit Capacity obligations and methodology statements
- Special Condition 9.18- Methodology to determine the release of Entry Capacity and Exit Capacity volumes

3.12 NGT must follow the approved capacity methodologies and framework obligations in a non-discriminatory manner, and release capacity where these processes determine it.

Policy support for reinforcement and development of gas infrastructure

3.13 The UK Government recognises the importance 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 NPSs may also be a material consideration for projects progressed under the Town and Country Planning Act 1990 (as amended) (**CD A5**).

3.14 For the Project, the NPS for Energy (NPS EN-1)(**CD A13**), and the NPS for Gas Supply Infrastructure and Gas and Oil Pipelines (NPS EN-4) (**CD A14**), are considered to be material considerations.

3.15 The Overarching NPS for Energy (EN-1) (**CD A13**) explicitly recognises that the "*UK is highly dependent on natural gas*" and that "*gas will continue to play an important part in the UK's fuel mix for many years to come*" (paragraph 3.8.1). Paragraph 3.8.45 states that "*Great Britain's gas supply infrastructure must, amongst other things, be sufficient to:*

- *meet 'peak' demand. This is a much more demanding requirement than meeting annual demand. Gas market participants may aim to have some "redundancy" in their supply arrangements, above the minimum amount to meet peaks, to manage the risk that other capacity may not be available (for example, if undergoing maintenance);*
- *allow for a sustained delivery of large volumes of gas, for example, due to the need to be prepared to meet demand over a particularly cold winter;*
- *provide access to the most competitive gas supplies".*

3.16 Paragraph 3.8.7 goes on to explain that "*Great Britain needs a diverse mix of gas storage and supply infrastructure (including gas import pipelines and terminals) to respond effectively in future to the large daily and seasonal changes in demand, and to provide endurance capacity during a cold winter*" while paragraph 3.6.2 explains the important role that gas plays in the electricity sector and mentions specifically the LNG facilities at Milford Haven, which include the South Hook Terminal:

"Fossil fuel generating stations contribute to security of energy supply by using fuel from a variety of suppliers and operating flexibly. Gas will continue to play an important role in the electricity sector – providing vital flexibility to support an increasing amount of low-carbon generation and to maintain security of supply. The UK gas market has diversified its sources of supply of gas in recent years, so that as the UK becomes more import dependent, companies supplying the market are not reliant on one source of supply. This protects the UK market from disruptions to supply. UK natural gas supplies come from the producing fields on the UK Continental Shelf, by pipeline direct from Norway, and from

continental Europe through links to Belgium and the Netherlands. Liquefied natural gas (LNG) is imported by tanker, supported by ongoing investment in LNG facilities such as those on the Isle of Grain and at Milford Haven."

3.17 Paragraph 3.8.9 recognises that "As UKCS production declines, a range of infrastructure is likely to be required:

- *new import infrastructure, both in terms of conventional import pipelines, gas reception facilities and LNG import facilities. These will be necessary in order to provide import capacity for the increasingly import-dependent UK gas market; and*
- *increased gas storage capacity, whether for gaseous gas in underground storage facilities, or as LNG in tanks above ground, is required to provide close-to-market 'swing supply' to help meet peak demand. Demand varies considerably throughout the day and it is necessary for some sources to be close to the market so that gas is quickly available. Gas supply infrastructure will also need to keep pace with any changes in the regional demand for gas across the UK – which may change due to changes in location of population and/or commercial or industrial demand".*

3.18 Paragraph 3.8.11 states that "Gas import capacity gives access to annual flows of gas (substituting for the declining annual production of indigenous gas), while over-sized gas import capacity can also help to provide supply-side flexibility (substituting for the reducing "swing-capability" of indigenous production)" while paragraph 3.8.13 acknowledges that "There is no "right" way to balance the GB gas market – there are indigenous supplies, imports by pipe-line, imports by LNG, or storage (whether long, medium or short range). The appropriate portfolio of supply sources, and the implications for gas supply infrastructure, are quintessentially commercial decisions for the various gas market participants (and potentially a source of commercial advantage for them). A great strength of the British gas market is the way that separate commercial decisions, by a number of separate companies, contribute to the overall diversity of our gas supply, promoting secure supplies at competitive prices."

3.19 The NPS for Gas Supply Infrastructure and Gas and Oil Pipelines (EN-4) **(CD A14)** also recognises at para. 1.1.1 that "The efficient import, storage and transmission of natural gas and oil products is crucial to meeting our energy needs during the transition to a low carbon economy. We cannot achieve national objectives relating to security of supply without enabling investment in new infrastructure".

3.20 The Government has published, and has been consulting on, a draft replacement for current NPS EN-1 **(CD A16)**.

3.21 Paragraph 3.4.4 of the draft replacement EN-1 recognises that "While the Energy White Paper signals a decisive shift away from unabated natural gas to clean energy, this transformation cannot be instantaneous without jeopardising a secure, reliable, and affordable energy system" while paragraph 3.3.5 also acknowledges that "electricity generated from unabated natural gas will continue to be needed during the transition to net zero while we develop and deploy the low carbon alternatives that can replicate its role in the electricity system. This will ensure that the system remains reliable and affordable". Paragraph 3.3.6 states that "Although the expectation is that low carbon alternatives will be able to replicate the role of natural gas in the electricity system over time, some natural gas-fired generation without CCS, running very infrequently, may still be needed for affordable reliability even in 2050 but this can still be net zero consistent if the emissions from their use are balanced by negative emissions from GHG Removal technologies."

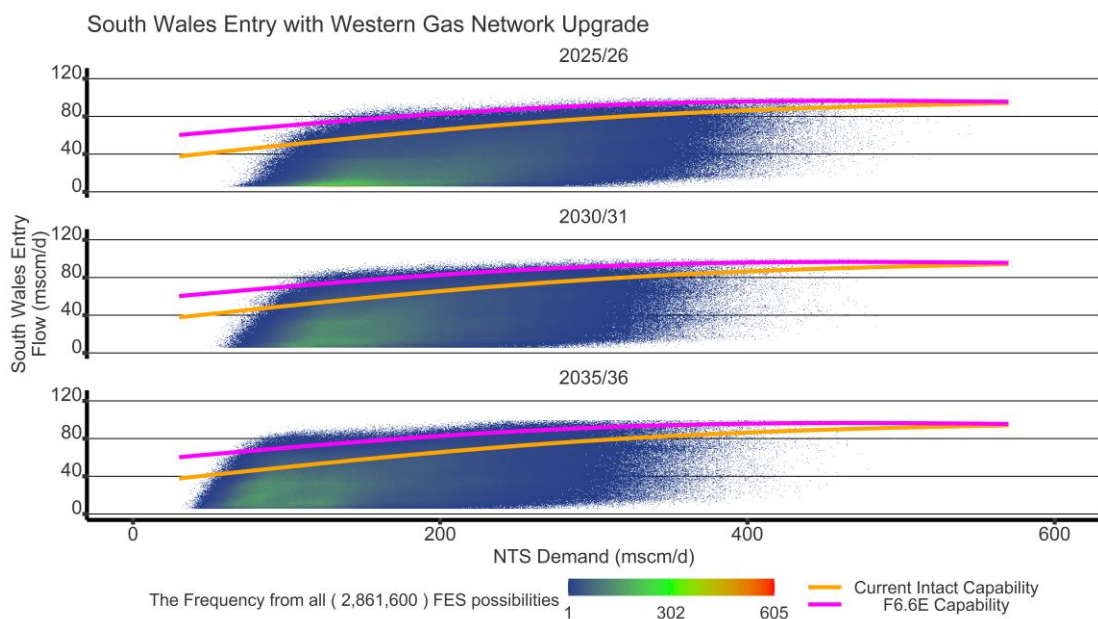
3.22 Paragraph 3.4.1 explains that "Gaseous fuels have a key role in the UK energy landscape, accounting for around 38% of primary energy demand in 2019. They are used in the domestic sector for heating and cooking; in the industrial sector, as a source of energy and as a feedstock and, in the power generation sector, as a reliable source of flexible generating capacity. In this section gas, unless otherwise specified, includes natural gas, biomethane and hydrogen."

- 3.23 Paragraph 3.4.2 continues to explain that *"We need a diverse mix of gas supply infrastructure including pipelines, storage and reception facilities in order to meet our energy objectives. Our gas infrastructure must, amongst other things, be sufficient to:*
- *meet 'peak' demand for gas. Gas market participants may aim to have some "redundancy" in their supply arrangements, above the minimum amount to meet peaks, to manage the risk that other capacity may not be available (for example, where undergoing maintenance)*
 - *allow for a sustained delivery of large volumes of gas, for example, demand over a particularly cold winter*
 - *provide access to the most competitive gas supplies. Because the price of gas sources will vary over time, this leads to some redundancy in gas supply infrastructure. Market participants may therefore see distinct value in having access to gas from different sources – imports by pipeline, imports as LNG, and gas from storage (especially close-to-market)"*
- 3.24 Paragraph 3.4.7 notes that *"As UKCS production declines, and reliance on imports increases, the availability of necessary gas infrastructure will be needed to reduce the potential for supply shortfalls or price risks to consumers. This includes having the necessary import infrastructure in place, both in terms of gas reception facilities and LNG import facilities. It also includes having adequate gas storage capacity to provide close-to-market 'swing supply' to help meet peak demand."* while paragraph 4.4.8 acknowledges that *"Gas supply infrastructure, including pipelines, will also need to keep pace with any changes in the regional demand for gas across the UK – which may vary due to changes in location of population, commercial or industrial demand, and overall strategies adopted to achieve our net zero target."*
- 3.25 Echoing draft replacement EN-1, paragraph 1.1.1 of the draft replacement NPS EN-4 (**CD A17**) explains that *"The efficient import, storage, and transmission of gas and oil products remains crucial to meeting our energy objectives. This reflects the ongoing need for oil and unabated gas during the transition to a net zero economy for heating, cooking, electricity and transport, and the production of many everyday essentials like medicines, plastics, cosmetics and household appliances. This will enable secure, reliable, and affordable supplies of energy as we develop the means to address the carbon dioxide and other greenhouse gases associated with their use, including the development of low carbon alternatives."*
- 3.26 Development of the Project is therefore in line with the Government's current and draft replacement NPS EN-1 (**CD A16**) and EN-4 (**CD A17**).

Need for the Project

- 3.27 South Hook LNG ("**SHLNG**") own and operate the South Hook Terminal. SHLNG intends to install an additional Submerged Combustion Vaporiser and High Pressure Send Out Pump within the South Hook Terminal which will increase the Maximum Sustainable Daily Rate (MSDR) (i.e. the amount of gas that can be consistently flowed taking account of reliability, availability and maintenance schedules of key equipment).
- 3.28 Given the additional gas flows on to the NTS from the South Hook Terminal, South Hook Gas Company Limited ("**SHGCL**"), the shipper, submitted a Planning and Advanced Reservation of Capacity Agreement (PARCA) application to NGT, to reserve capacity for 163 GWh/d of gas (approximately 15 million cubic metres per day) to enter the NTS. (A PARCA is a bilateral contract that allows long-term NTS entry capacity to be reserved for a customer while they develop their project before they buy that reserved capacity.)
- 3.29 As explained above, NGT's duties under the 1986 Act require it to develop and maintain an efficient and economical pipeline system for the conveyance of gas, and to comply, so far as it is economical to do so, with any reasonable request by gas shippers to connect and convey gas to that system (i.e. PARCA requests).

- 3.30 SHGCL’s PARCA was considered in the context of Future Energy Scenarios (see paragraph 3.32 below), NGT’s legal duties and obligations, and the capability of the existing NTS. The alternative solutions considered by NGT by way of a Strategic Options Appraisal (including capacity substitution, contractual solutions and physical investment in/reinforcement of the NTS) are explained in detail in section 4 below.
- 3.31 An analysis of gas flows around the NTS showed that the additional gas coming from the South Hook Terminal could only be accommodated under some flow conditions. Restrictions to gas flow would occur at other times due to constraints on the existing NTS infrastructure principally between Tirley (Gloucestershire) and Honeybourne (Worcestershire), and near Churchover compressor station (Warwickshire), but also on an existing pipeline in South Wales (Feeder 28 Felindre to Three Cocks and Felindre to Cilfrew).
- 3.32 The existing capability of the NTS is shown on the below charts as an orange line. Blue dots on the charts are forecast days from National Grid’s ‘Future Energy Scenarios’ (FES), with additional capacity released to SHLNG. (FES is produced by the National Grid Electricity System Operator (ESO) and outlines a range of different, credible pathways for the future of energy between now and 2050, looking at ways to decarbonise the energy system as we strive towards the 2050 target³.) Where blue dots are above the orange line, forecast flows exceed NTS capability. In these circumstances, the Gas System Operator (GSO) would be required to take commercial action to balance the system, incurring costs known as constraint costs i.e. compensation payments made to those who have secured capacity to flow a certain amount of gas on the NTS but are not able to flow it all because the NTS has insufficient capability. The volume of dots above the orange line, and extent to which they are above the line, represents an unacceptable constraint cost risk which would ultimately be passed onto the end consumer through regulatory mechanisms.



- 3.33 Physical investment in the NTS effectively moves the line/curve on the graph upwards, resulting in less blue dots above the line. Therefore, GSO will have to take commercial action on fewer days and will incur less cost. There is theoretically no limit to the extent to which physical capability can be increased, but the investment required to move the capability line above all blue dots would be disproportionate to the cost incurred when taking commercial actions. The pink line on the graph represents capability after implementing the Project and is the most economic and efficient balance between capital cost of physical investment in the NTS and residual commercial exposure.
- 3.34 As such there is a need to reinforce the existing NTS to meet the SHGCL PARCA requirement. As noted above, a Strategic Options Appraisal was undertaken which

³ <https://www.nationalgrideso.com/future-energy/future-energy-scenarios>

identified and considered a range of possible solutions and is explained in more detail in section 4 below.

4. **DEVELOPMENT OF THE PROJECT AND ALTERNATIVES**

- 4.1 In order to assess potential alternative options available to address the shortfall in capability of the NTS to accept gas from the South Hook Terminal, NGT carried out a Strategic Options Appraisal in accordance with its options appraisal guidance – ‘National Grid – Our Approach to Options Appraisal 2012’ (**CD E3**) which is a robust and transparent process used to compare options/alternatives and to assess the positive and negative effects they may have across a wide range of criteria including environmental, socio-economic, technical and cost factors.
- 4.2 NGT considered the widest range of options which could meet its operational requirements and accommodate SHGCL’s PARCA for increased capacity, irrespective of an initial view of their viability and produced a Strategic Options Report (**CD E11**) setting out its findings.
- 4.3 In taking forward the preparation of a Strategic Options Report, NGT’s Stakeholder, Community and Amenity Policy (SCA Policy)⁴ (**CD E5**) sets out how the company will meet the duties to the environment placed upon it. These commitments include:
- 4.3.1 only seeking to build new pipelines, compressor stations, pressure reduction installations and other above ground gas installations where the existing transmission infrastructure cannot be upgraded technically or economically to meet transmission security standards;
 - 4.3.2 where new infrastructure is required, seek to avoid areas nationally or internationally designated for their landscape, wildlife or cultural significance; and
 - 4.3.3 reducing the effects of new infrastructure on other sites valued for their amenity.
- 4.4 The SCA Policy also refers to methods to assess the environmental impacts of proposals and identify appropriate mitigation and/or offsetting measures.
- 4.5 NGT generally considers options to be preferable if:
- 4.5.1 they are shorter, compared with longer routes;
 - 4.5.2 they are financially less expensive or more cost beneficial;
 - 4.5.3 they avoid, reduce or mitigate environmental and / or socio-economic impacts; or
 - 4.5.4 they are less technically complex or enhance system resilience or flexibility.
- 4.6 Further guidance that relates to the development of new gas infrastructure that informed the Strategic Options Report is provided in:
- 4.6.1 The Transmission Planning Code (TPC) of 201913 (**CD E6**). This is a document published by National Grid in accordance with Special Condition 7B of National Grid’s Gas Transporter Licence (the Licence). The TPC describes the methodology to determine the physical capability of the system that National Grid must comply with in planning and developing the NTS.
 - 4.6.2 TD/1 Edition 5 July 2016 (**CD E4**). A document produced by the Institute of Gas Engineers & Managers for ‘Steel pipelines and associated installations for high pressure gas transmission’. This provides the standard for the design, construction, inspection, testing, operation and maintenance of pipelines and

⁴ <https://www.nationalgrid.com/electricity-transmission/document/81026/download>

associated infrastructure at the time of preparation of the Strategic Options Report.

4.7 The Strategic Options Report considered whether the requested capacity could be delivered through, or by a combination of, the following mechanisms and measures:

4.7.1 Commercial Mechanisms- Various of these are available to NGT to seek to either constrain or boost supply and demand, although there are limitations on the extent of the network over which these mechanisms are effective:

4.7.1.1 Capacity substitution involves achieving the additional capacity by replacing existing capacity– typically if a supply is known to be terminating, or could be terminated, at some future date. Capacity substitution cannot be used in the present case because when assessing potential capacity substitutions, the objective is to avoid incremental increase in risk and NGT will not propose substitution where this is the case. This overriding methodology principle, followed when determining not to substitute capacity to the Milford Haven ASEP (South Hook Terminal), is contained in paragraph 72 of the Entry Capacity Substitution Methodology (ECS)⁵ (**CD E7**). Substitution to the Milford Haven ASEP (South Hook Terminal) from any other entry point would result in an increased risk of a constraint on the network. The PARCA Phase 1 Report Need Case included an initial capability assessment that highlighted that the existing NTS is not capable of accommodating the entry capacity being requested by SHGCL at any demand level. With the existing NTS being “constrained” substitution of another donor site has been discounted.

4.7.1.2 Contractual solutions may involve either utilising existing commercial tools to manage shortfalls in capability or designing new ones. They typically take the form of bi-lateral contract arrangements at either entry or exit points that can be used to manage network flows. For example, a ‘turn-up’ or ‘turn-down’ contract could be negotiated to either increase or reduce the level of supply or demand at specific points on the network. These types of solutions were considered as part of the strategic optioneering process as a full or partial alternative to investing in additional assets, but cannot be used in the present case due to the scale, cost, frequency of use and availability that would be required to manage the network risk and provide the capacity requested in an economical and efficient manner.

4.7.2 System Management- The amount of gas within the system at any time is known as 'linepack' and is provided by raising pressures above minimum supply pressures. This provides some inherent buffering to respond to fluctuating levels of supply and demand across the system, whilst ensuring that gas pressures are maintained above agreed minimum supply levels.

4.7.3 Modification of Existing Infrastructure by Uprating of Operational Pressures- The NTS operates at a range of pressures between approximately 25barg and 94barg with some NTS pipelines operating at lower pressures than their capability would allow. System modelling has shown that a substantial contribution to the additional capacity needed can be achieved by operation of some sections of pipeline at higher pressures, referred to as uprating. As pressure is increased by uprating there may be a requirement (subject to risk assessments) for pipeline diversions, pipeline strengthening or additional

⁵ <https://www.nationalgrid.com/uk/gas-transmission/document/136131/download>

pipeline protection (e.g. through use of concrete slabs laid above the pipelines to prevent impact) to ensure safety standards continue to be met.

- 4.7.4 Additional Infrastructure & other measures- Achieving additional capacity by the construction of new infrastructure provides the final means of potentially meeting the reserved capacity. Various approaches exist:
- 4.7.4.1 Construction of new buried pipelines (with associated infrastructure such as sites or equipment for compression and Above Ground Installations)- this provides one solution to moving more gas past the constraint areas either to new markets or to connect elsewhere on the NTS. Options may include onshore pipeline, offshore pipeline and combinations of these. (Above ground onshore pipelines provide an alternative to buried pipelines.)
 - 4.7.4.2 Compression- Where equipment is used to increase pressure and flow rates within existing pipeline infrastructure.
 - 4.7.4.3 The use of other transport modes (ship, road or rail) to transport LNG to other locations- LNG requires 1/600th the storage volume of natural gas at standard atmospheric pressure so represents significantly lower volume than even highly compressed natural gas. This lower volume reduces the number of movements required and increases feasibility of transporting large quantities of LNG compared with transporting compressed natural gas.
- 4.7.5 Storage- A facility to hold the gas at an entry point or elsewhere on the NTS to provide a means to distribute flows from periods of constraint to periods when flow capacity may be available. Storage may be as LNG or compressed natural gas (CNG).
- 4.8 Using combinations of the above mechanisms and measures, a comprehensive 'long list' of potential strategic options (identified before consideration of factors such as capital cost or practicality at this initial stage) was developed to consider alternative means to achieve the PARCA entry capacity. That long list was then reviewed against technical filters to discount those that fell outside the scope of NGT's licenced activities, did not achieve the gas flows or programme needed to meet the PARCA, or were limited by other factors. The remaining options were then considered against a benefit filter. This removed options which facilitated the release of the requested NTS entry capacity but which did not offer any material benefit over other options, or may have performed very poorly in another aspect.
- 4.9 In summary the application of filters discounted the following options for the reasons noted below:
- 4.9.1 Do Nothing
Discounted because it does not comply with NGT's legal duties under the 1986 Act to develop and maintain an efficient and economical pipeline system for the conveyance of gas (i.e. the NTS), and to comply, so far as it is economical to do so, with any reasonable request by gas shippers to connect and convey gas to that system.
 - 4.9.2 Use of Commercial and System Management Mechanisms
Discounted because they do not provide a mechanism to consistently respond to the NTS entry capacity in an efficient or economic manner.
 - 4.9.3 New Demand Customer (e.g. major new user of gas)

Discounted because NGT is not allowed, by its Licence, to generate demand itself and is not aware of any new consumer demands to offset the requirement for works.

4.9.4 Utilise existing third party infrastructure

Discounted because whilst various third parties have existing (operational and disused) pipeline infrastructure in the relevant geographical area, appraisal has concluded that none would be extensive enough, nor have sufficient capacity, to meet the NTS entry capacity of the PARCA to offset the requirement for new infrastructure.

4.9.5 New storage (LNG and / or natural gas)

Discounted because, notwithstanding the fact that NGT's Licence (**CD E1**) does not allow it to use storage in this way, it is concluded that the scale of storage necessary to seek to use peaks and troughs in supply do not provide an economic, efficient or environmentally appropriate solution to meet the PARCA requirement.

4.9.6 Connect to new markets (offshore pipelines to Ireland and France outside the NTS)

Discounted because these options require considerably more additional new infrastructure at greater cost and with greater environmental effects than other options. There is also a legal conflict preventing NGT holding its Licence to operate the NTS at the same time as it would need to hold a Shipper licence to commercially take gas off the NTS.

4.9.7 LNG transfer past the area of constraint

Discounted because it was concluded that there are unacceptable commercial and residual risks to the diversion of LNG to other terminals. A new dedicated LNG pipeline (approximately 300km from the South Hook Terminal at Milford Haven) would lead to greater environmental effects and at a much higher capital cost. Neither road nor rail tankers were considered capable of consistently providing certainty of transfer given the potential for transport network disruption.

4.9.8 Uprating with Maximum Operating Pressure (MOP) above equipment classification limits

Discounted following review of the challenges associated with uprating with MOP above equipment classification levels. This option is viable and gave increased gas flow capability compared with uprating with MOP below equipment classification limits. However, it does not reduce the amount of new pipeline required (to meet the NTS entry capacity) compared with MOP below equipment class limits and also presents additional technical (safety case), programme and operational challenges to be overcome compared with MOP below equipment class limits.

4.9.9 Connect into more northern / central parts of the NTS

Various options to increase the gas flow by reinforcing part of the existing network using combinations of uprating, compression and new pipelines were progressed to options appraisal.

Other new onshore and offshore pipeline connections were discounted on the basis of the benefit filter as they required: much longer pipelines, to increase capacity; compression as well as pipeline compared with options requiring the same pipeline without compression; or involved pressure uprating with greater additional changes compared with other similar options that were progressed.

4.9.10 Connect into more eastern / south eastern parts of the NTS

Two options to increase capacity by connecting into more eastern / south eastern parts of the NTS were progressed to options appraisal but an option entirely allowing the avoidance of a 2km section through the Cotswolds AONB was discounted due to being considerably longer (at least 50km longer) with greater environmental effects and greater costs.

4.9.11 Connect into south western parts of the NTS

A range of options incorporating various start points and combinations of reinforcement of the existing NTS, new onshore and offshore pipeline and potentially the use of existing River Severn crossings were considered to increase capacity by bypassing the constraint area into the south west part of the NTS. Compared with other options all performed more poorly on various grounds (including requiring longer pipelines, greater cost, technical factors and environmental effects) and were discounted.

4.9.12 Other options

Above ground pipelines were discounted because they present a variety of challenges compared with buried pipelines (e.g. restricting access, preventing restoration and re-use of land, in addition to safety and security risks) that outweigh any small reduction in cost of construction.

Localised bypass of the Wormington area of constraint was considered, however, under most circumstances the demand and supply patterns mean that gas flow is actually in opposite directions in the two sections of pipe making the option ineffective.

4.10 The shortlist of strategic options comprised onshore options including the following combinations summarised in Table 1 below:

4.10.1 Pressure uprating i.e. increasing the Maximum Operating Pressure (MOP) of existing NTS pipelines;

4.10.2 NTS reinforcement e.g. the construction of new pipelines (in some cases in addition to existing NTS capacity) and/ or additional compressor stations;

4.10.3 New pipeline connections to other parts of the NTS.

Table 1 - Summary details of strategic options progressed to options appraisal.

Option-Ref	Option-short-name	New pipeline (km)	Pressure uprating	New compressor-site	Modifications to existing compression-site	Extension to existing AGI	New AGI	Notes
F3.1	New compression between Felindre and Llanwdra AGI with ~37km of new pipeline	37	N	Y	Y	Y	Y	Pipeline from Tirley to Wormington compressor site (of which ~3km is within the Cotswolds AONB), Wormington compressor site to Honeybourne AGI and between Churchover multijunction and compressor sites
F3.2	New compression between Felindre and Llanwdra AGI with ~44km of new pipeline	44	N	Y	Y	Y	Y	Pipeline as F3.1 but with a route between Tirley and Wormington outside the Cotswolds AONB
F3.3	New compression in the vicinity of Three Cocks AGI with ~11km of new pipeline	11	N	Y	Y	Y	N	Pipeline from Wormington compressor site to Honeybourne AGI and between Churchover multijunction and compressor sites
F4.1	New pipeline of ~92km	92	N	N	Y	Y	Y	Pipeline as F3.1 plus ~55km from Felindre towards Llanwdra
F4.2	New pipeline of ~99km	99	N	N	Y	Y	Y	Pipeline as F3.2 (a route outside the Cotswolds AONB) plus ~55km from Felindre towards Llanwdra
F6.1	Uprating below MOP limit from Milford Haven to Three Cocks with ~37km new pipeline	37	Y	N	Y	Y	Y	Pipeline as F3.1
F6.2	Uprating below MOP limit from Milford Haven to Three Cocks with ~44km new pipeline	44	Y	N	Y	Y	Y	Pipeline as F3.2
F6.6	Uprating below MOP limit from Milford Haven to Three Cocks with ~11km new pipeline	11	Y	N	Y	Y	N	Pipeline as F3.3
F7.1	New ~125km pipeline from Three Cocks area to Alrewas	125	N	N	Y	Y	Y	Pipeline from the Three Cocks area to Alrewas routeing to the west of Birmingham
G1.1	New pipeline of ~95km from Tirley to Aylesbury via Wormington	95	N	N	Y	Y	Y	Pipeline from Tirley to Wormington compressor site and on to Aylesbury AGI with a minimum of ~16km through the Cotswolds AONB
G1.3	New pipeline of ~104km from Tirley to Aylesbury via Honeybourne	104	N	N	Y	Y	Y	Pipeline from Tirley to Honeybourne AGI and on to Aylesbury AGI with a minimum of ~5km in the Cotswolds AONB

4.11 Following the options appraisal, taking all factors into account, a shortlist of options was costed from an asset investment perspective. The preferred strategic proposal was option F6.6 (in Table 1 above) which comprised the following elements, and was supported by a Cost Benefit Analysis (CBA) (**CD E8**) which considered investment costs, constraints and contracts costs, and operational costs:

- 4.11.1 Pressure uprating (with maximum operating pressure below equipment class limit) of the existing Feeder 28 pipeline between Milford Haven (Pembrokeshire) and Three Cocks (Powys);
- 4.11.2 9km of new pipeline between Wormington and Honeybourne and 2km of new pipeline between Churchover Compressor and Churchover Multijunction; and
- 4.11.3 Related works at several existing AGI sites to facilitate the pressure uprating, connection of new pipelines and effective compression at existing stations.

4.12 The preferred strategic proposal was selected because:

- 4.12.1 It requires the least new infrastructure therefore minimising the impact of the Project on communities and the environment;
- 4.12.2 It has the lowest capital cost with the greatest consumer benefit and represents the most economic and efficient solution for UK consumers;
- 4.12.3 It maximises the use, extension and adaptation of existing NTS infrastructure, and minimises new infrastructure requirements. Analysis also shows this option performs well in sustainability terms and has the lowest carbon budget of the strategic options;
- 4.12.4 It requires a much shorter length of new pipeline; and
- 4.12.5 Of all options within the options appraisal it is the best performing in CBA.

4.13 Although it involves uprating and is technically more complex and a divergence from current practice, initial assessments by NGT indicated that the uprating would continue to

be safe and that any remaining challenges could be resolved and the option successfully delivered. Other options themselves were more complex in other terms. For example, some presented additional construction challenges due to additional transport infrastructure crossings and a more congested urban edge alignment. A back check exercise of the preferred strategic proposal identified in the Strategic Options Report was undertaken in early 2021, which confirmed that the option continued to be preferred following the release of FES 2020 data (the Strategic Options Report analysis having been based on FES 2019). In parallel, several sensitivity reviews were used to optimise the detailed composition and scope of the preferred strategic proposal. This work has led to the refinement of the preferred proposal.

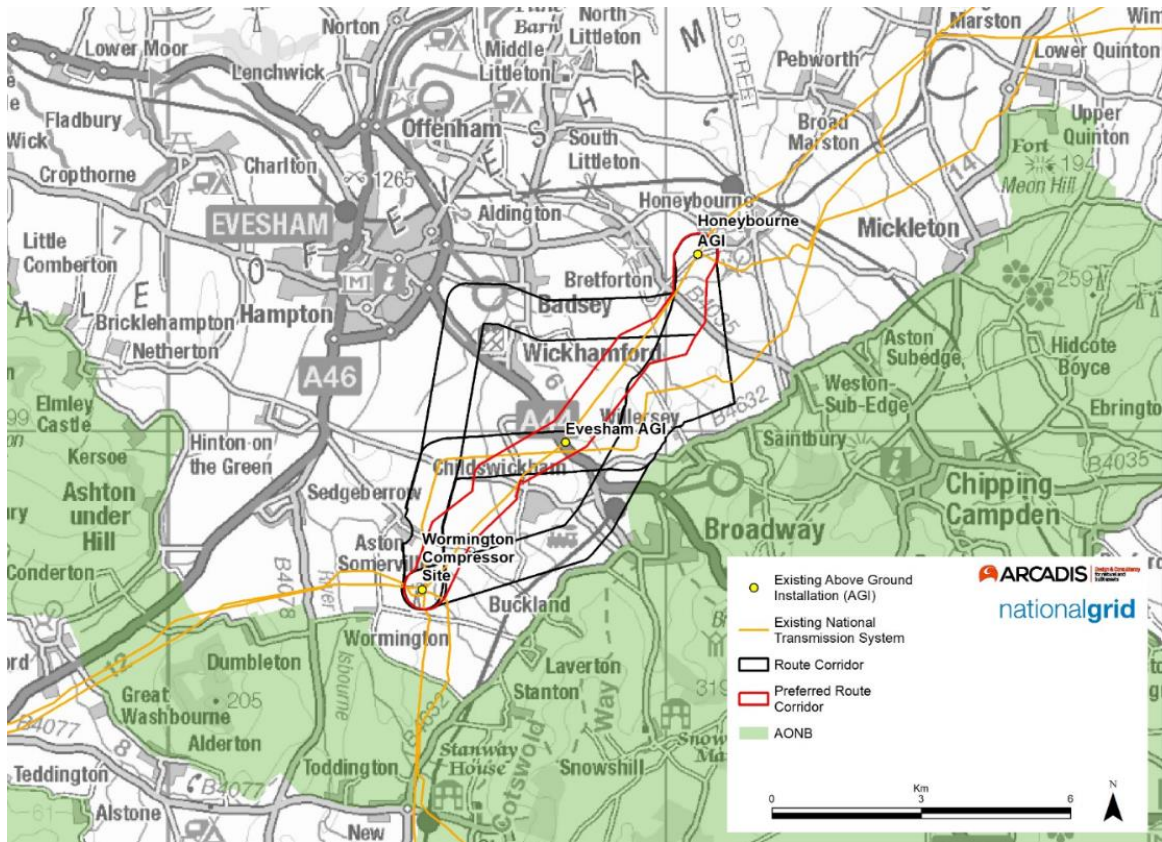
- 4.14 In summary, this refinement involved reducing the extent of pressure uprating between Milford Haven and Felindre; specification changes to some of the new pipeline required (reducing from 1200mm to 900mm diameter); and some other improved designs reducing the extent and scope of some works by, for example, avoiding the need for site extensions through development of a solution based on modifications accommodated within existing operational land.
- 4.15 In particular, a partial bypass of Churchover compressor station facilitates efficient gas flows without needing to modify pipework within the compressor station itself, or modify the compressor units.
- 4.16 Reducing the pipeline diameter simplifies the connections at both ends of the pipeline.
- 4.17 Reducing the extent of uprating also:
 - 4.17.1 Mitigates the need for the LNG terminals to make modifications to facilitate discharge at the uprated MOP;
 - 4.17.2 Removes the requirement for a pressure reduction station at Blackbridge offtake (to reduce pressure of supply to Pembrokeshire power station to the same pressure as existing); and
 - 4.17.3 Removes the need for engineering works to reduce risk at new Building Proximity Distance (BPD) infringements (where existing buildings are within BPD when re-calculated at the higher pressure)
- 4.18 Following identification of the preferred strategic proposal, further technical studies were undertaken including Front End Engineering Design (FEED) to support NGT's CBA. More specifically, this included a process to identify routes for the two new sections of pipeline. The process comprised the following steps:
 - 4.18.1 Identification of Routeing Search Areas
 - 4.18.2 Identification of route corridors
 - 4.18.3 Evaluation of the constraints associated with each route corridor to inform the selection of preferred route corridors
 - 4.18.4 Identification of a preferred route corridor
 - 4.18.5 Evaluation of pipeline routeing constraints associated with the preferred route corridors
 - 4.18.6 Identification of a route for the pipeline
- 4.19 The process took into account the following:
 - 4.19.1 environmental considerations (biodiversity, landscape and historic constraints and physical aspects such as flooding);
 - 4.19.2 socio-economic (e.g. potential impacts on existing properties);

- 4.19.3 technical considerations (complexity, delivery and construction issues, sustainability and network capability);
 - 4.19.4 capital cost and cost benefit analysis (weighing capital and lifetime costs against reduced system constraint costs); and
 - 4.19.5 other considerations, including programme.
- 4.20 Routeing Search Areas were first defined for the two pipeline sections:
- 4.20.1 Routeing Search Area A – between Wormington Compressor Site and Honeybourne AGI (this routeing search area included an option to connect to the east of the Honeybourne Above Ground Installation, however, this was discounted as part of the options appraisal process);
 - 4.20.2 Routeing Search Area B – between Churchover Compressor and Churchover Multi-Junction
- 4.21 The Routeing Search Areas excluded areas where it was considered to be inappropriate or very challenging to build a new gas pipeline based on defined criteria, including avoiding settlements and areas with extensive steep slopes as there would be associated challenges with construction. The Routeing Search Areas were also reviewed in the context of existing National Grid assets, connection points and environmental constraints.
- 4.22 Route corridors were identified within each Routeing Search Area based on a set of guiding principles which were based on national policy, legislation, industry guidance, constraints data and defined assumptions and parameters. Eight route corridors were identified for detailed appraisal and comprised:
- 4.22.1 Six corridors within Routeing Search Area A
 - 4.22.2 Two corridors within Routeing Search Area B
- 4.23 The options appraisal was undertaken, and considered the following four topics:
- Environment
 - Socio-economic
 - Technical
 - Cost
- 4.24 The emerging preferred option within Routeing Search Area A was route corridor A3 for the following reasons:
- It would comply with safety standards;
 - It has very few statutory environmental or socio-economic constraints.
 - Route corridor A3 is located approximately 700m north east of the Cotswolds Area of Outstanding Natural Beauty (AONB) at its closest point, adjacent to the existing Wormington Compressor Site. Any effects on the setting of the AONB would be temporary during the construction period and could be reduced through careful routeing and siting of construction compounds. Route corridors A2, A4 and A6 would all lie directly adjacent to the AONB and whilst similar mitigation could be applied the effects would be slightly greater for these corridors closer to the AONB, therefore A3 was preferred over these corridors;

- Route corridor A3 is the lowest capital cost option. It is 4% less than the second cheapest route corridor (A5). Overall, route corridor A3 is the most economical solution;
- It represents a technically less complex solution as there are fewer river crossings needed in total for route corridor A3;
- It offers the potential to enhance system resilience / flexibility in the future as it includes Evesham AGI within the corridor, providing opportunity for future reconfiguration of the network to suit changing supply or demand.

4.25 Insert 1 presents all route corridors considered within Routeing Search Area A and the preferred route corridor A3 is shown with a red edged boundary.

Insert 1: Emerging Preferred Route Corridor A3



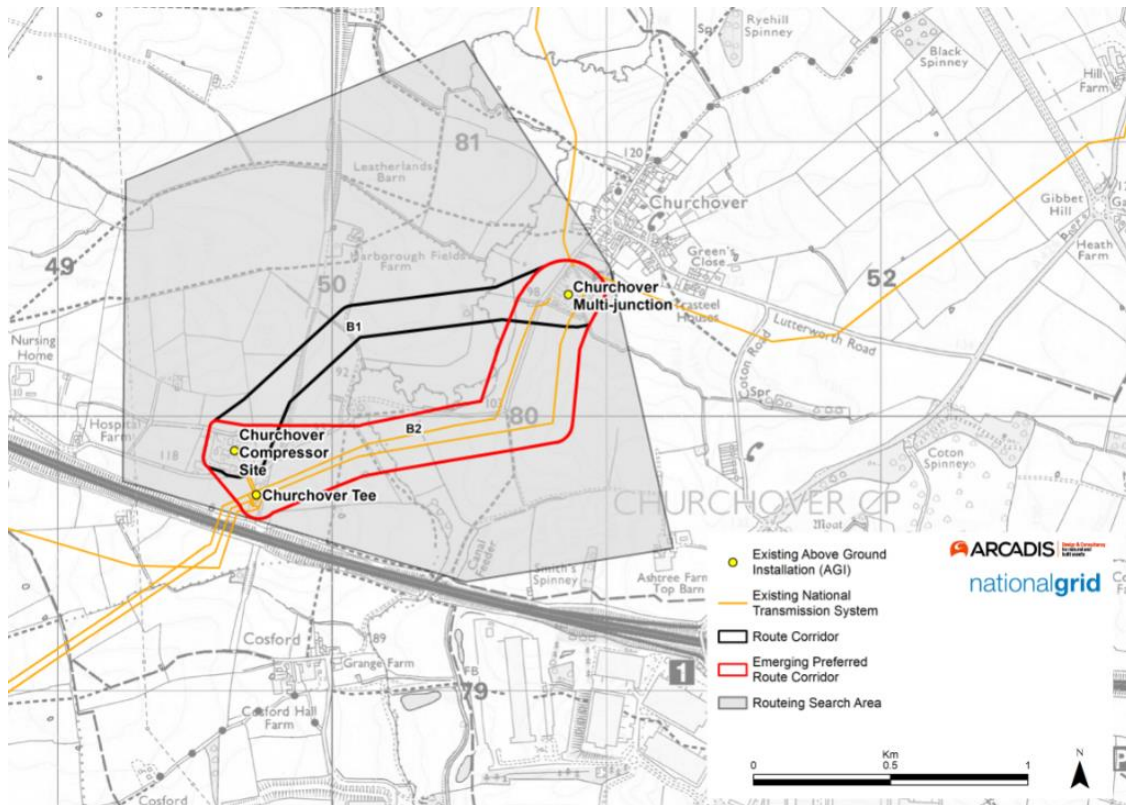
4.26 The emerging preferred option within Routeing Search Area B was route corridor B2 (see Insert 2) for the following reasons:

- It would comply with safety standards;
- It has very few environmental and socio-economic constraints;
- It represents a technically less complex solution and enhances system flexibility. There is the potential to connect with the most southern existing feeder (Feeder 23) at the compressor tee which would provide network efficiency benefits under all flow scenarios and would be more robust than other options;
- Route corridors B1 and B2 are a similar length, therefore capital costs would be similar. However, overall capital cost may be reduced with route corridor B2 by utilising the functionality of the tee site7;

- Route corridor B2 avoids constructability issues associated with the wetter areas associated with B1;
- Preferred tie-in points at Churchover Multi-junction are more feasible within route corridor B2;
- Towards the end of the appraisal NGT also identified plans for a solar generation site (now with an approved consent) which overlaps substantially with corridor B1.

4.27 Insert 2 presents both route corridors considered within Routeing Search Area B and the preferred route corridor B2 is shown with a red edged boundary.

Insert 2: Emerging Preferred Route Corridor B2



4.28 Following further analysis of constraints and consultation, Route corridor A3 was confirmed as the most appropriate route for the Wormington to Honeybourne pipeline and Route corridor B2 was confirmed as the most appropriate route for the Churchover pipeline.

4.29 Route corridor A3 represents the most direct, shortest and economic corridor. It is also the least environmentally constrained route. It represents a technically less complex solution as there are fewer river and road crossings required. It also has the potential to be adapted to enhance system resilience / flexibility as it passes close to Evesham AGI, providing opportunity for future reconfiguration of the network to suit changing supply or demand.

4.30 Route corridor B2 represents a technically less complex solution, has fewer construction risks than route corridor B1 (which has wetter ground conditions) and there is the potential to connect with the most southern existing feeder (Feeder 23) at the compressor tee which would provide network efficiency benefits under all flow scenarios and would be more robust.

4.31 Overall the preferred strategic proposal, as refined, requires the least new infrastructure and thus minimises the impact of the Project on communities and the environment; and has the lowest capital cost with the greatest consumer benefit. It therefore represents the most economic and efficient solution for UK consumers.

5. DESCRIPTION OF THE PROJECT

5.1 NGT has undertaken engagement on the preferred strategic proposal with a wide variety of stakeholders including relevant statutory bodies, the PARCA customer SHGCL, political representatives, potentially affected landowners and the general public through a variety of approaches. Feedback from engagement will continue as detailed design work matures and was taken into account ahead of planning submissions. This supports the acquisition of necessary rights for the construction and operation of the infrastructure through voluntary agreements or compulsory purchase where necessary.

5.2 A summary of the Project is provided at paragraph 1.2 above. This section 5 provides further detail on:

5.2.1 the infrastructure that will be installed; and

5.2.2 the extent of land over which new rights are needed to facilitate the construction, operation and future maintenance of the Project.

5.3 The component parts of the Project are described below:

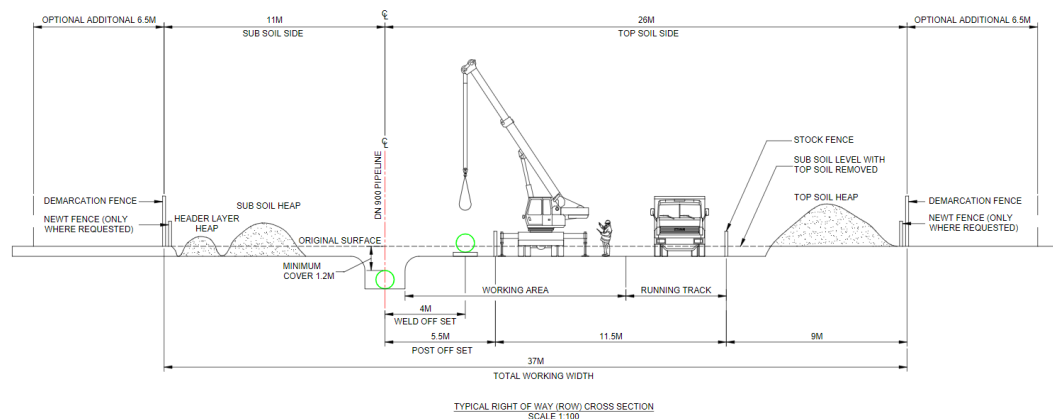
Pipeline Construction (shown coloured light blue on the Order Maps (CD C2))

5.4 Two sections of underground gas pipeline are to be constructed- a new 9km long, 900mm diameter section between Wormington (Gloucestershire) and Honeybourne (Worcestershire); and a new 2km long, 900mm diameter section of gas pipeline in Churchover (Warwickshire).

5.5 Construction of the pipeline will be undertaken using a combination of trenched installation techniques across open land, and trenchless methods, such as Horizontal Directional Drilling, to cross obstacles where appropriate, including (but not limited to) roads, buried utilities and watercourses.

5.6 A package of "Pipeline Construction Rights" will need to be acquired over the 'corridor' of land shown coloured light blue on the Order Maps to enable construction to take place. The construction corridor is typically 37m wide, but a width of 52m will be needed where there are road, utility or watercourse crossings.

5.7 The diagram below is a cross-sectional representation of the typical working corridor for trenched installation:



5.8 The working corridor is made up of the following component parts:

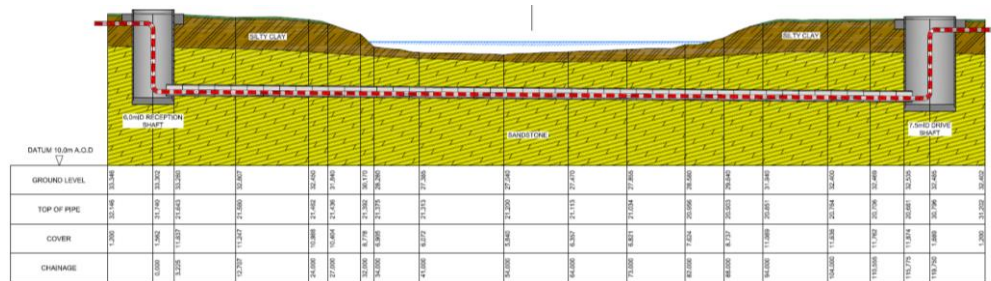
- Pipe trench: this is the excavation within which the 900mm pipe will be installed.
- Working areas: these are areas on either side of the pipe trench which are needed to allow the safe and efficient movement of personnel, plant and machinery used to perform the construction activities required. These areas will

include space to weld, inspect and coat the pipeline before it is lowered into the trench.

- Topsoil Bund: these areas will be used for the storage of the topsoil.
- Subsoil bunds: These areas will be used to store the soil that has been excavated to create the trench. The subsoil removed from the trench will be stockpiled adjacent to the area where it was removed from to ensure the soil is returned to the same areas during reinstatement. The subsoil will be stored as far as practicable away from the topsoil to prevent mixing of soil types.
- Running Track: the working corridor will include a running track for construction traffic along the pipeline route. The running track will be typically approximately 4m wide increasing up to 10m where there are passing places. This is particularly important to ensure access in the event of an emergency.
- Fence: to ensure compliance with the CDM regulations (**CD A11**) the working area will be fenced off to define the area in which the construction activities will be undertaken. Fencing types will be selected based on the purpose required (e.g. To exclude stock, to exclude horses, to demarcate vehicle and pedestrian/working areas where required, to provide security in high risk areas).

5.9 There are a number of points along the pipeline where the pipe needs to 'cross' (i.e. be installed beneath) obstacles such as roads, certain utilities and watercourses. The working 'corridor'/area needs to be wider at these points to allow space for the specialist installation equipment to be set up and used. NGT has sought to identify so far as practicable the obstacles along the pipeline which will need to be 'crossed'. However, the need for further trenchless installations may be identified during construction.

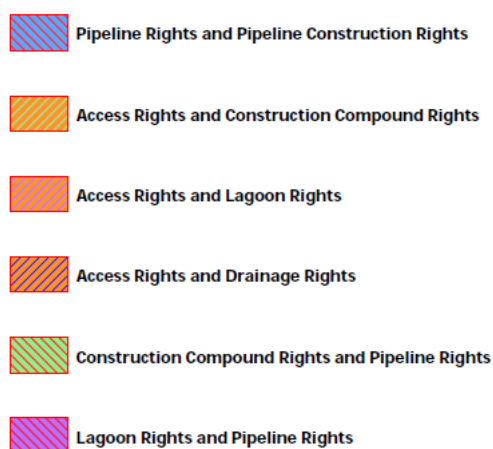
5.10 The diagram below is a cross-sectional representation of an example of the equipment that may be used for trenchless installation:



5.11 This depicts a microtunnel technique which may be used at the A44 road crossing. The pipe is installed in a small diameter tunnel between launch and reception shafts.

5.12 A package of "Pipeline Rights" will need to be acquired over a narrower 24.4m corridor of land in which the pipeline and associated equipment is located to enable it to be operated, repaired, maintained, and protected from interference. (See section 7 below). This 24.4m corridor will be 12.2m either side of the centreline of the pipeline, within the land shown single hatched red on the Order Maps. The corridor of land over which rights are required for the operation, repair, maintenance and protection of the pipeline will be narrower than the corridor of land over which rights are required for construction because it is extremely unlikely that the pipeline would need to be re-laid in its' entirety necessitating a working area of 37m/52m in width. The reduction in width of land over which rights will be acquired for operation, repair, maintenance and protection as compared to the width of land over which rights will be acquired for construction will be compensated for by use of land further up or down the Pipeline Rights area for the storage of excavated soil and equipment should a section of pipeline need to be replace. The only exceptions to this are that rights may need to be acquired to retain, repair, maintain and protect installed pre-construction drainage systems (which are described in more detail at paragraph 5.26 below) anywhere within the land shown hatched red on the Order maps, and to take access to the pipeline from the nearest public highway.

- 5.13 The area of land over which the Pipeline Construction Rights are to be acquired is shown shaded light blue on the Order Maps, and the area over which the Pipeline Rights are to be acquired is shown single-hatched red. As the exact location of the pipeline will not be known until after construction has commenced, there is an overlap between the two areas of land. This is illustrated on the Order Maps **(CD C2)** by overlapping red single hatching over a light blue shading.
- 5.14 There are a number of other instances where two different packages of land rights are proposed to be acquired over the same plot within the Order Land and this is illustrated within the Order Maps **(CD C2)** by single-hatching of one colour over another shaded colour on the relevant plot. For example, 'Lagoon Rights' (see paragraph 5.15 below) will need to be acquired over plots 122 and 129, together with other plots, to enable a lagoon to be created and used during construction of the pipeline. Following completion of construction the lagoon will be removed and Access Rights will need to be acquired over plots 122 and 129 to enable access to be taken subsequently. By way of illustration, the relevant part of the key/legend is extracted below:



Lagoons (shown coloured purple on the Order Maps (CD C2))

- 5.15 Water will be needed to pressure test the pipelines as part of the commissioning process. In order to ensure that there will be sufficient water available for that purpose at the right time of year (late summer 2024), NGT will create a lagoon which will enable it to extract water from the River Swift and Badsey Brook during periods of higher flow (more likely in winter and spring) and store it until it is required. This will ensure that environmental rules relating to the abstraction of water are complied with.
- 5.16 A package of "Lagoon Rights" will need to be acquired over the area of land required to create a lagoon (shown coloured purple on the Order Maps **(CD C2)**) as explained in section 7 of this Statement.

Modifications

- 5.17 The construction works that are required for uprating of the existing pipeline are as follows:
- 5.17.1 Upgrading or replacing equipment that fails uprating assessments. At Cilfrew, this includes the pressure reduction module which lowers the pressure of process gas so that it can be used as fuel gas for the on-site boilers. Cilfrew is a Pressure Reduction Station which regulates flow and reduces pressure of process gas on Feeder 28 before it flows onto Feeder 2.
- 5.17.2 Addition of equipment to manage the pressure boundaries introduced. At Three Cocks, this includes configuration of existing valves to Emergency Shut Down valves which will close when the upstream pressure exceeds allowable downstream pressures. Three Cocks is a Pipeline Internal Gauge (PIG) trap site. PIG's facilitate collection of asset health data on pipelines and PIG trap sites

facilitate their launch and retrieval and start, end and intermediate locations along pipelines.

- 5.17.3 Similar modifications are required at Felindre Multijunction, Alltwern and Llanwrda, but there are no land requirements identified for these modifications. For modifications at Felindre CS and Tirley, land within NGT ownership will be utilised.
- 5.18 The construction works that are required at compressor stations is rewheels. Rewheels are changes to the impellers within existing compressors to allow them to operate efficiently in different flow and pressure head conditions.
- 5.19 The construction works that are required at Tirley is replacement of a Non-Return Valve with a flow control valve, to allow the use of an existing reverse flow bypass as a high-flow stream in the West to East flow direction.
- 5.20 These modification works will generally take place on NGT-owned land but some third party land may be needed during the carrying out of the works (see section below regarding construction compounds).

Construction Compounds (shown coloured green on the Order Maps (CD C2))

- 5.21 In total there are 8 construction compounds:
- 5.21.1 One at both ends the two new sections of pipeline= 4
- 5.21.2 One both sides of the new A44 crossing, where front end engineering design work has identified a requirement for a microtunnel= 2
- 5.21.3 One each at Three Cocks Pig Trap Facility and Cilfrew Pressure Reduction Station= 2
- 5.22 The construction compound at Three Cocks will facilitate modifications to Three Cocks PIG Trap facility. This site is used to launch and receive Pipeline Internal Gauge (PIG) tools which inspect the condition of the pipelines comprising the NTS. It is on a section of pipe that will be pressure uprated as part of the Project. Any equipment not suitable and safe to operate at the uprated pressure will be modified or replaced and some additional equipment will be installed to manage the pressure threshold introduced.
- 5.23 The construction compound at Cilfrew will facilitate modifications to Cilfrew Pressure Reduction Station to ensure that it can effectively reduce the uprated gas pressure down to the existing operational pressure of Feeder 2.
- 5.24 A package of "Construction Compound Rights" will need to be acquired over these areas of land (shown coloured Green on the Order Maps) as explained in section 7 of this Statement.

Accesses (shown coloured yellow and orange on the Order Maps (CD C2))

- 5.25 A number of access routes will be needed from the nearest public highway to facilitate (1) construction, and (2) operation and maintenance of the pipeline. Packages of 'Construction Access Rights' and 'Access Rights' will need to be acquired over the land coloured yellow and orange on the Order Maps (CD C2) respectively, for those purposes.

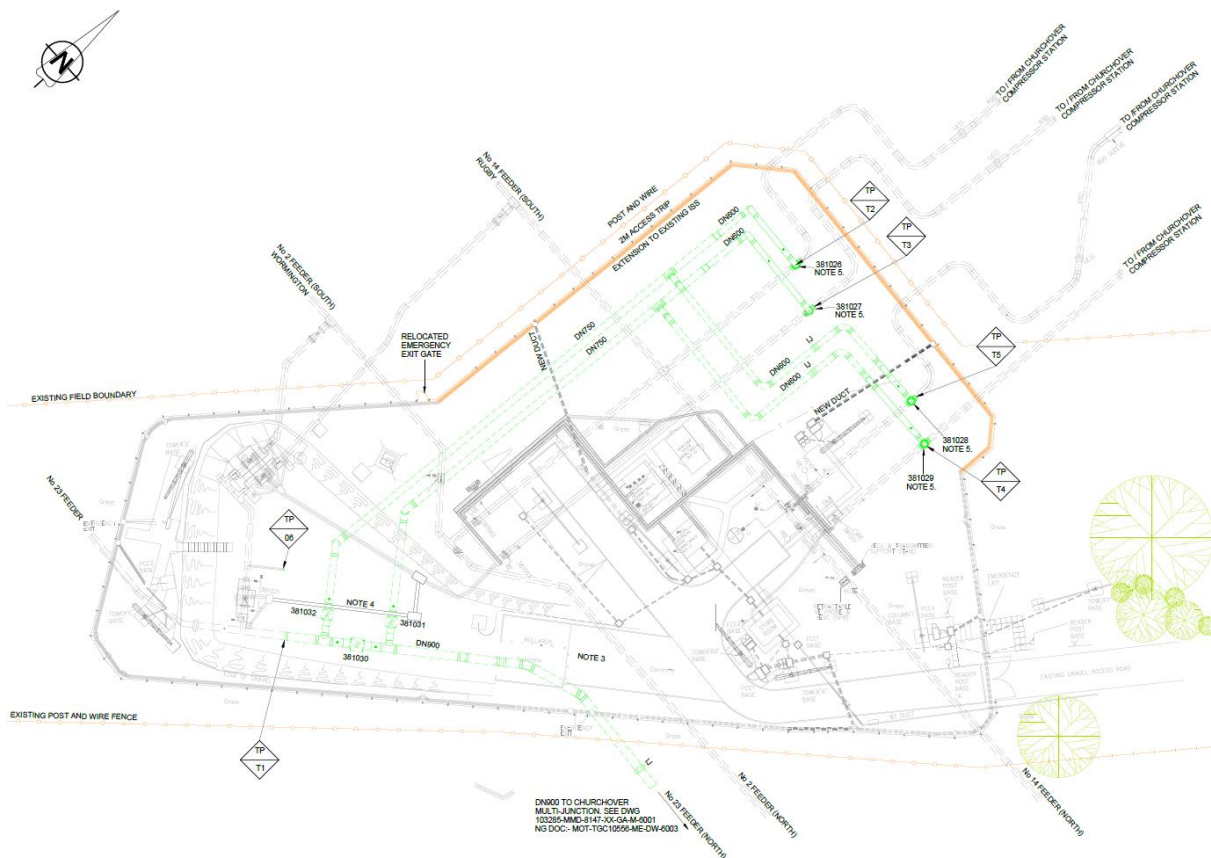
Land Drainage (shown coloured dark blue on the Order Maps (CD C2))

- 5.26 Pre-construction drainage works/systems are required to ensure that water draining from adjacent land is carried away from the construction working areas. This drainage system will remain post-construction, alongside post-construction drainage systems designed to ensure that the land drains freely and can continue to be used as productive agricultural land. Front-end engineering design work has identified small sections of land where these drainage systems cannot be wholly accommodated within the Pipeline Construction Rights area due to local topology and availability of discharge outfalls for the drained water.

- 5.27 A package of "Drainage Rights" will need to be acquired for this purpose, outside the Pipeline Construction Rights corridor, over the areas of land shown coloured dark blue on the Order maps.

Freehold acquisition (shown coloured pink on the Order Maps (CD C2))

- 5.28 Acquisition of land is required at Churchover Tee to facilitate the connection of new below-ground infrastructure (new 2km pipeline) into the existing infrastructure. The conceptual design for this is shown below, with the extension to the existing security fence-line shown in orange. The 'post-and-wire' fence represents the extent of the land coloured pink on the CPO Maps. An existing Pipeline Inspection Gauge trap will be removed to connect the new pipeline and the Pipeline Inspection Gauge retrieval facility will be moved to Churchover Multi Junction as part of the connection works there. Other pipework will be installed to connect the new pipeline into the suction and discharge pipelines that run between Churchover Tee and Churchover Compressor Station, so that gas in the new pipeline can be compressed to higher pressures and pushed towards Peterborough. Due to constraints identified during extensive site investigation in 2022, there are no suitable tie-in points wholly within the existing site footprint so it will be necessary to extend the existing security fence line to include more land for the new infrastructure. Some of the new pipework will have to be located above ground, so it will be necessary to protect it from interference for safety and security reasons and it will not therefore be possible for the land to be used for any concurrent purpose. While additional land is needed the extension has been designed to be as small as possible, whilst complying with NGT and external specifications for the layout of above ground infrastructure.



Security Rights (shown shaded brown on the Order Maps (CD C2))

- 5.29 A package of "Security Rights" is also required over a 5m security 'buffer' outside of the perimeter fence of the Churchover Tee facility. This is to prevent the erection of any buildings or structures, the placing or storage of any equipment or materials, the parking of any vehicles, the planting or growing of any trees, shrubs or other vegetation on, or the

increase in the ground level of, the land, which would reasonably foreseeably enable the security fences around the permanent infrastructure to be scaled/breached. This 5m security 'buffer' is shown shaded brown on the Order Maps **(CD C2)**.

6. OVERVIEW OF THE ORDER LAND-

6.1 The Order Land is shown on the maps that accompany the Order. It comprises all of the land required for the construction, operation, repair, maintenance and decommissioning of the Project:

6.2 **New pipeline from Wormington to Honeybourne (Order Maps 2 to 8 (CD C2))**- The Order land over which rights are required for the new 9km pipeline between Wormington and Honeybourne and the associated temporary construction compounds, is comprised of agricultural land. The route of the pipeline passes through both arable and grass land. The land grade varies from very good to good-to-moderate, being part grade 2 but primarily grade 3 as defined in the Agricultural Land Classification of England and Wales plans (published in 2010) **(CD E9)**. The route does not directly affect any residential curtilage or directly affect any farm buildings. The proposed permanent access routes for operation and maintenance of the Project predominantly utilise existing field accesses from the highway but also some farm tracks that pass in close proximity to residential properties. The route of the new gas pipeline crosses many physical features such as watercourses, hedges, ditches and roads, which will need to be crossed using trenchless installation techniques.

6.3 **New pipeline in Churchover (Order Map 1 (CD C2))**- The Order land over which rights are required for the new 2km pipeline at Churchover and associated temporary construction compounds, and land which is required (freehold) for works at Churchover Tee, is comprised of agricultural land. The route of the pipeline passes through arable and grass land. The works interact with land comprising of grade 2,3 and 4 classed respectively as Very Good, Good to Moderate and Poor I as defined in the Land Classification of England and Wales plans (published in 2010) **(CD E9)**. The route does impact areas that do not appear to be actively farmed for commodity production. The route does not affect any residential curtilage or directly affect any farm buildings. The proposed permanent access routes required for operation and maintenance of the Project predominantly utilise existing field access points from the nearest adopted highway and farm tracks that adjoin adopted highways. The route of the gas pipeline crosses many physical features such as watercourses, hedges, ditches, roads and a canal feeder.

6.4 **Three Cocks Pig Trap Facility (Order Map 9 (CD C2))**- The temporary construction compound surrounding the Above Ground Infrastructure (AGI) extension at Three Cocks is comprised of agricultural land, both permanent pasture and arable land. The compound will be required during the construction phase only. Following construction the compound will be removed and the land will be reinstated.

6.5 **Cilfrew Pressure Reduction Station (Order Map 10 (CD C2)):**

6.5.1 The original intention when considering options for the Project was to retain current levels of flexibility (i.e. the ability of the Gas System Operator (NGT) to re-configure⁶ the network to accommodate supply/demand changes) within the network whilst increasing the physical capability⁷, to enable SHGCL to flow more gas on to the system from Milford Haven.

6.5.2 Project design work identified a need to carry out modification works to a number of above ground installations, namely, Three Cocks Pig Trap Facility, Felindre CS, Tirley and Cilfrew Pressure Reduction Station, to enable pressure uprating i.e. an increase in the pressure at which gas is flowed to enable SHGCL to flow more gas on to the system, whilst maintaining system operating flexibility. This design work informed the land requirements at these installations. (The land requirements at Three Cocks Pig Trap Facility are

⁶ 'Re-configuration' means to remotely alter the direction, pressure and flow rate of gas through the network

⁷ 'Capability' means the physical capability of the network to move gas.

explained at paragraph [6.4 above.] For modifications at Felindre CS and Tirley, land within NGT ownership will be utilised (see paragraph [5.7.13] above).

- 6.5.3 At Cilfrew, the design work identified a need for Construction Access Rights over Plots 177 and 178 and Construction Compound Rights over Plot 179 to enable NGT to create and use (and remove after completion of the works) a temporary compound and access thereto to facilitate the modification works. The design work was based on certain assumptions about the ability of existing pipework and equipment to safely flow gas at an uprated (increased) pressure. This is because essential data about the ability of the existing Cilfrew pipework/equipment to safely flow gas at an uprated pressure, which was held by and required from the Original Equipment Manufacturers (OEM), took the OEMs longer than expected to obtain and provide to NGT.
- 6.5.4 As at October 2022 (when the Order was 'made'), the necessary information was still outstanding and NGT did not have certainty as to when it would be provided. The making of the Order could not be delayed beyond October 2022 because of the potential impact on the Project programme.
- 6.5.5 The new sections of pipeline will provide two thirds of the physical capability to flow more gas from Milford Haven (uprating will provide the rest), which is the overall purpose for which the Project and the Order are needed. Therefore the pipelines take precedence over the uprating.
- 6.5.6 Following the making of the Order, the data required from the OEMs was received and reviewed by NGT. The data confirmed that significant modifications would be required at Cilfrew Pressure Reduction Station to enable the pressure at which gas is flowed to be increased.
- 6.5.7 The scale of the modification works confirmed as being necessary, would require the closure of the Pressure Reduction Station for a period of approximately two months, and, in combination with other essential maintenance works across the local network, would unacceptably impact on the ability to transmit gas at sufficient pressure. The modifications would also be considerably more expensive than originally anticipated.
- 6.5.8 As noted above, the two new pipelines will provide two thirds of the physical capability to flow more gas from Milford Haven. Uprating at Three Cocks Pig Trap Facility, Felindre CS, and Tirley will provide the rest. The modification works at Cilfrew would retain current system flexibility, but are not required to satisfy SHGCL's PARCA request to allow more gas to be flowed onto the system from Milford Haven. NGT have therefore decided that the Cilfrew uprating modifications should be removed from the Project.
- 6.5.9 The land at Cilfrew included in the Order for the creation and use of a temporary works compound and access thereto (the Plots) is no longer needed and NGT have requested that it be removed from the Order.

7. LAND AND NEW RIGHTS TO BE ACQUIRED

Freehold Acquisition

- 7.1 NGT is taking a proportionate approach to acquisition and only seeks to acquire the freehold of land for the purposes of the installation of above ground apparatus adjoining the existing National Grid installation at Churchover Tee. The apparatus is required to be installed above ground due to the constraints of existing apparatus below the ground. This apparatus, for security and safety, will be incorporated into the existing National Grid site. The Churchover main works compound for the pipeline construction will also be utilised for these works. In all other instances rights in land will be acquired.
- 7.2 The Order Land that NGT seek to acquire the freehold to is shown coloured pink on Order Map **(CD C2)**.

Compulsory acquisition of new rights

- 7.3 The new rights sought by NGT 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 required permanently, such as the right to keep installed, operate, maintain and decommission the new sections of pipeline.
- 7.4 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.
- 7.5 The rights packages are defined in full in the Order **(CD C1)** and are replicated at **Appendix 1** to this Statement. Column 2 to the Schedule to the Order **(CD C1)** explains whether or not it is proposed to acquire land or new rights in respect of the numbered parcels of the Order Land. Where new rights are proposed to be acquired, the description identifies the name of the appropriate rights package.

The rights packages may be summarised as follows:

Name of Rights Package	Rights	Colour on Order Maps
Pipeline Construction Rights	Rights to construct the new pipelines.	Light blue
Pipeline Rights	Rights to retain, operate, maintain etc. the new pipelines and associated infrastructure, including rights to protect the pipelines from damage and interference.	Single-hatched red
Construction Compound Rights	Rights to create, use and remove a construction compound within which materials and equipment may be stored and welfare facilities provided.	Green
Lagoon Rights	Rights to create, use and remove a lagoon to store water required for hydrotesting the pressure of new gas pipes.	Purple
Construction Access Rights	Rights to take access over the land with or without personnel, vehicles and equipment etc. for the purpose of constructing the Project.	Yellow
Access Rights	Rights to take access over the land with or without personnel, vehicles and equipment etc. for the purpose of operating and maintaining the Project.	Orange
Drainage Rights	Rights to carry out de-watering, and to install, retain, maintain etc. land drainage systems, including rights to prevent damage of or access to the land drainage systems.	Dark blue
Security Rights	Rights to: prevent the erection of any buildings or structures, the placing or storage of any equipment or materials, the parking of any vehicles, the planting or growing of any trees, shrubs or other vegetation on, or the increase in the ground level of, the land, which would reasonably foreseeably enable fences on adjoining land to be scaled/breached; and remove, fell, trim or lop trees, bushes and other vegetation.	Brown

8. APPROACH TO ACQUISITION BY AGREEMENT

8.1 The Schedule to the Order (**CD C1**) identifies those persons with an interest in the Order Land. NGT has attempted to engage constructively in meaningful discussions with all known owners and occupiers of the Order Land, with a view to acquiring the land and new rights needed for the Project by agreement if at all possible, in accordance with the CPO Guidance (**CD A15**).

8.2 Having identified the relevant land owners through contact referencing, which commenced in February 2021, NGT has undertaken a program of engagement with each landowner and their professional advisors through; letters/email correspondence, telephone communication and face-to-face meetings where appropriate. Please see the schedule of engagement at **Appendix 2** for further detail.

8.3 NGT issued proposed Heads of Terms on the following dates:

Rights Section	Summary of terms issued	Date Heads of Terms Issued
Wormington to Honeybourne & Churchover Pipeline	Heads of Terms for Option to Easement and Heads of Terms for Option to Lease offered to all parties identified.	22 nd October 2021
Wormington to Honeybourne	Occupier consent forms issued to all occupiers with an unexpired term in excess of 3 years.	17 th November 2021
Wormington to Honeybourne additional terms issued	Identification of further temporary working area requirements and an additional set of Heads of Terms for Lease were issued.	16 th December 2021
Wormington to Honeybourne additional terms issued	Additional terms were issued to two of the parties following a request to progress agreements with separate legal entities.	17 th December 2021
Churchover Tee	Heads of Terms offered for Option to Easement and freehold acquisition for Churchover Tee extension. NB: Freehold subsequently confirmed to be required.	10 th January 2022
AGI Sites	Heads of Terms for Option to Lease were issued.	12 th January 2022
AGI Sites Additional Terms offered	A further set of Heads of Terms for Lease were issued where it was identified that additional land was required.	20 th April 2022
Wormington to Honeybourne additional terms issued	Revised terms issued to reflect reduction in temporary land required to facilitate construction.	11 th May 2022
Churchover Pipeline	Updated Plan issued to Wyggeston's Hospital Branch Trustees	10 th June 2022
AGI – site access (Cilfrew)	Termed deed of Easement for access	28 th June 2022
Wormington to Honeybourne	Heads of terms for option to easement following change of ownership.	14 th September 2022

- 8.4 As part of NGT's Heads of Terms an incentive payment was offered for signed documents to be returned within 6 weeks of issue. Following these offers, Fisher German, on behalf of NGT, have actively negotiated the Heads of Terms with parties that have engaged and have issued follow-up correspondence seeking a response where engagement has been limited. In December 2021 NGT issued draft copies of the template Deed of Easement along with a Code of Practice to those landowners and agents who requested sight of the documents. NGT also agreed to rebase the incentive period for the additional payment from the 16th December 2021 to 31st January 2022 following the issuing of a draft Deed of Easement and Code of Practice to parties who requested it. NGT have retained a flexible position on the incentive periods where landowners have been unable to meet the periods due to factors out of their control.
- 8.5 In accordance with NGT's Payment Schedule for New Gas Transmission Assets **(CD E2)** an offer has been made of 80% of the assessed agricultural value for the anticipated easement area. The incentive payment referred to above was comprised of a 20% uplift on the easement payment (split between the tenant and landowner where appropriate).
- 8.6 The voluntary negotiations have resulted in 25 signed Heads of Terms for Options and Easements at the time of writing which are currently being legally documented by the solicitors, with two Options having now been legally exchanged.
- 8.7 NGT has sought access for non-intrusive walkover surveys to help inform the more detailed design of the proposed pipeline routes, the working areas required and to enable NGT to undertake initial environmental assessments. NGT has reached agreement for the majority of survey access required and is in negotiations with two remaining landowners. Intrusive surveys are currently being programmed and agreed with landowners.

9. **CONSENTS REQUIRED FOR THE PROJECT**

- 9.1 The consents required for the Project are defined by the nature and scale of the Project and its potential environmental effects. Screening opinions have confirmed that the Project does not constitute development for which an Environmental Impact Assessment is required. This was confirmed for the two new pipeline sections and their associated connection works, with BEIS (as the relevant authority) in their scoping opinion dated 17th December 2020 **(CD B1)**. Similarly, confirmation that the proposed works at Felindre . Cilfrew, and Three Cocks (required to be screened by virtue of potential area of works) did not constitute EIA development was also received from the respective authorities Swansea Council (16th March 2021) **(CD B2)**, Neath Port Talbot Council (30th March 2021) **(CD B3)**, and Powys County Council (15th March 2022) **(CD B4)**.

Consents already in place

- 9.2 Screening opinions have confirmed that none of the works constituted EIA development, so the construction of the pipeline, any temporary works and any works within existing operational land become activities that can be undertaken as permitted development. The relevant legislation is:
- 9.2.1 Works in Wales⁸:
- 9.2.1.1 Schedule 2, Part 17, Class F – Development by Statutory Undertakers **(CD A6.2)**
- 9.2.1.2 Schedule 2 Part 4 Class A – Temporary Buildings and Works **(CD A6.1)**.
- 9.2.2 Works in England⁹:

⁸ Town and Country Planning (General Permitted Development) Order 1995 (as amended)

⁹ Town and Country Planning (General Permitted Development) (England) Order 2015

- 9.2.2.1 Schedule 2, Part 15, Class A – Power Related Development – Gas Transporters **(CD A12.2)**
 - 9.2.2.2 Schedule 2 Part 4, Class A - Temporary Buildings and Structures **(CD A12.1)**.
- 9.3 Formal Prior Notification (with a 56 day statutory response period) was only required for the new pipeline works at Churchover and between Honeybourne and Wormington. This was submitted in February 2022. The notification periods expired in mid-April 2022. There is no formal requirement for approval by the relevant authorities of such notifications and no queries or comments have been received from any authority.
- 9.4 NGT also informed the relevant local authorities (as set out below) of the other permitted development works (where formal prior notification is not required) and provided 28 days' for any comments. The final submission related to Three Cocks in January 2022. All relevant response periods have passed and no comments have been received:
 - 9.4.1 Swansea Council – Altwerne and Felindre
 - 9.4.2 Powys – Three Cocks
 - 9.4.3 Neath Port Talbot – Cilfrew
 - 9.4.4 Carmarthenshire – Llanwrda
 - 9.4.5 Tewkesbury Borough Council - Tirley
- 9.5 Some of the works do require applications for express planning permission under the Town & Country Planning Act 1990 (“TCPA”) **(CD A5)**. These are as set out below along with the dates of submission and responses received:
 - 9.5.1 Churchover Tee – A permanent extension to the existing AGI is required at Churchover Tee. A planning application (Reference R22/0130) was made on 16th February 2022. Planning Permission was granted pursuant to the application on 8 August 2022 for the extension **(CD B5)**.
 - 9.5.2 Temporary Means of Access. Temporary means of access requiring TCPA submissions are required at two locations on the Wormington to Honeybourne Section of pipeline. Initial discussions with the relevant Highway Authorities has confirmed acceptability in principle of these locations. Relevant applications will be made by the appointed contractor for the following two locations which have been discussed with landowners:
 - 9.5.2.1 A44 to south east of Evesham on Pitchers Hill
 - 9.5.2.2 B4035 Weston Road to south west of Honeybourne Airfield
- 9.6 NGT does not need additional planning or environmental consents for pipeline uprating as the uprating itself is within the scope of existing pipeline construction permissions and leads to no permanent or temporary land use or environmental changes.

Consents that will be required or for which additional approvals are required

- 9.7 It is expected that the following consents, which are not provided for in the permission(s) and consent(s) already secured will be required:
 - 9.7.1 **Approval of details etc. required by TCPA planning conditions relating to the Churchover Tee extension**

Certain details of the TCPA permission may require approval prior to the commencement of construction. This would typically be progressed by the construction contractors to be appointed by NGT.

9.7.2 **Update to certain details of Traffic Management Plans and Construction Environmental Management Plans**

Certain details of draft documents will be reviewed with relevant departments of the local planning authorities to ensure their continued validity prior to the commencement of construction. This would typically be progressed by the construction contractors to be appointed by NGT.

9.7.3 **Protected Species Licences pursuant to the Wildlife and Countryside Act 1981 and Conservation of Habitats and Species Regulations 2010**

Agreement has been secured with Natural England to adopt a District Licence approach in respect of Great Crested Newt mitigation for the Wormington to Honeybourne pipeline. This is being delivered by Naturespace and will be implemented ahead of the commencement of construction activity. In respect of other species, further surveys (over and above those completed to date) will be completed prior to construction (surveys are expected to be completed in the period February to September 2023) to ensure compliance with species legislation, an approach that is normal practice in view of species mobility. This further survey work is expected to be completed by the construction contractors to be appointed by NGT.

9.7.4 **Temporary highway/footpath diversions etc.**

Whilst the requirement for temporary closure/diversions has been identified due to the pipeline route crossing a number of Public Rights of Way, exact arrangements will be influenced by the construction contractors methods and programme and will only be established after appointment. Initial engagement with the local highway and public rights of way officers has raised no concerns and we see no reasons why such diversions /agreements would not be granted.

9.7.5 **Abstraction & discharge licences to allow a temporary lagoons to be created**

As explained at paragraph 5.15 above, water will be required to complete hydrotesting of the new sections of pipeline to ensure their integrity. NGT has identified suitable locations for the abstraction from watercourses crossed by the two pipelines and established in principle with the Environment Agency the availability and acceptability of abstraction of the volume necessary noting some normal restrictions preventing abstraction under low flow conditions in the watercourse. Water will be abstracted and stored in temporary lagoons before being discharged at the point of abstraction following the completion of hydrotesting.

9.8 The aforementioned requirements are typical for this type of development and NGT is familiar with the necessary scope of works to fulfil these. Should additional consents/licences be identified as being required as the Project's detailed design develops, NGT is confident that these will also be satisfactorily agreed with the relevant authorities'.

10. **SPECIAL CONSIDERATIONS**

10.1 This section deals with those parts of the Order Land for which special provision is made.

Crown Land

10.2 There are a number of plots of Order Land in which the Ministry of Defence have rights of access. These rights are therefore Crown interests and cannot be compulsorily acquired. While NGT only intend to acquire specific new packages of rights in these plots, the Crown interests have been expressly excluded from the descriptions of the plots in the Order Schedule.

Statutory Undertakers Land

10.3 Paragraph 3 of Schedule 3 to the Acquisition of Land Act 1981 (“**1981 Act**”) (**CD A3.1**) 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:

(a) can be purchased without serious detriment to the carrying on of the undertaking, or

(b) 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.

10.4 A number of plots of the Order Land are owned by statutory undertakers. The table below details those plots which statutory undertakers own and the status of negotiations with them. As can be seen, NGT is in advanced negotiations with all of the statutory undertakers who own Order Land with a view to securing the rights it requires for the Project.

Statutory Undertaker	Plot No.	HoTs agreed	Agreements Complete
Waterways Infrastructure Trust c/o Canal and River Trust	9 and 11	Yes	
Severn Trent Water	2	Yes	

- Canal and River Trust (CRT) - The 2km section of pipeline at Churchover crosses land owned by the Waterways Infrastructure Trust c/o CRT. This land forms a canal feeder. The pipe is proposed to be drilled under the canal feeder and is not expected to impact with the operation or use of the canal feeder during construction or post construction. Heads of Terms for an agreement have been agreed with CRT.
- Severn Trent Water (STW) - A proportion of the access to the temporary working area at Churchover interacts with land owned by STW. This land falls outside of the STW operational fence but NGT propose to utilise a shared access outside of the operational site. NGT do not expect to limit the access to STW site, as such there would be no detriment to STW’s statutory function. Heads of Terms for the access rights required for the Project have been agreed.

Local Authority Land and Statutory Undertakers Land

10.5 Paragraph 4 of Schedule 3 to the 1981 Act (**CD A3.1**) relates to land which is the property of a local authority or has been acquired by a statutory undertaker for the purpose of its undertaking. As noted above, some of the Order Land is owned by statutory undertakers, albeit it is not all ‘operational land’ per se. Heads of Terms for voluntary agreements have been agreed with these undertakers as noted above. Some of the Order Land is owned by a local authority, Worcestershire County Council (Plots 44, 48, 49, 50, 51, 52, 53, 54, 55 and 95). NGT has agreed Heads of Terms with Worcestershire County Council and the voluntary agreements are currently being negotiated by the solicitors.

10.6 Paragraph 4(2) of Schedule 3 (**CD A3.1**), provides that if objections to the inclusion of such land in a compulsory purchase order are made and not withdrawn, that order shall be subject to special parliamentary procedure. However, paragraph 4(3) of schedule 3 provides that where the person acquiring the interest is a statutory undertaker, paragraph

4(3) of schedule 3 shall not apply. As NGT holds a Licence **(CD E1)** under the 1986 Act, it is a statutory undertaker for the purposes of the 1981 Act, and special parliamentary procedure would not therefore apply in the event that an objection under paragraph 4(2) of Schedule 3 was outstanding.

Open Space Land

- 10.7 None of the Order land falls within the definition of 'common', 'fuel or field garden allotment' or 'open space' for the purposes of paragraph 6 of Schedule 3 to the 1981 Act **(CD A3.1)**.

Land held inalienably by the National Trust

- 10.8 None of the Order land comprises land held inalienably by the National Trust for the purposes of paragraph 5 of Schedule 3 to the 1981 Act **(CD A3.1)**.

11. DELIVERY AND RESOURCES

- 11.1 The detailed design and build of the pipelines shall be delivered by a single contractor or joint venture. Tendering for the work has begun and the contract will be awarded in Autumn 2023.
- 11.2 The successful contractor shall then undertake the detailed design of the two pipelines and associated connections to the existing network (the NTS).
- 11.3 Construction of the pipelines is anticipated to start in early 2024, with the completion of working being in December of the same year.
- 11.4 NGT is responsible for and has assessed the costs of developing, constructing, and financing the Project. It is also responsible for and has assessed the compensation that will be payable for the acquisition of land and rights required for the Project whether pursuant to a voluntary agreement or the Compensation Code, including advance payments and blight claims.
- 11.5 NGT's infrastructure investments are funded through a combination of consumers and NGT itself. Consumer funding comes from an appropriately balanced financial framework which is key to current and future consumers being fairly charged for the networks they use and the services they receive, and this is achieved via Ofgem's regulatory framework known as RIIO T2 (Revenue = Incentives + Innovation + Outputs). RIIO-T2 is a price control which runs for five years, from 2021-2026. Ofgem reviews the level of funding provided on a periodic basis at the start of, and during, each price control period. The funding for the Project will be determined through the RIIO T2 Funded Incremental Obligated Capacity (FIOC) Re-Opener Price Control Deliverable Uncertainty Mechanism as prescribed by NGT's Licence **(CD E1)**, the process for which is described in paragraph 11.6 and 11.8. This mechanism is specifically designed for the purpose of ensuring NGT receives the funding to enable it to meet its obligations under its Licence **(CD E1)** and the Uniform Network Code¹⁰ **(CD E10)**, as detailed within the statutory duties section in Section 3 of this Statement.
- 11.6 The process involves two separate stages. The first stage requires NGT to receive approval for the Project's needs case before proceeding to stage two. In July 2021, NGT submitted a needs case for significant investment for the Project. As part of this process, Ofgem has reviewed and approved the needs case for the Project on 14 December 2021.
- 11.7 The second stage involves submitting a detailed funding request in the form of a Project Direction application. At this stage, Ofgem will make its final decision as to the level of funding available for the Project. NGT is proposing to make its submission in Summer 2023.
- 11.8 Given National Grid's working capital, strong credit rating, and needs case for the Project approved by OfGEM, the requisite funds are available to meet the implementation and land acquisition/compulsory purchase compensation costs associated with the Project as and

¹⁰ [UNC Document | Joint Office of Gas Transporters \(gasgovernance.co.uk\)](https://www.gasgovernance.co.uk)

when required (including any advance payments). Accordingly, NGT considers that the criteria in paragraphs 13 and 14 of the CPO Guidance (**CD A15**) are satisfied.

12. HUMAN RIGHTS CONSIDERATIONS AND THE EQUALITY ACT

Human Rights

- 12.1 Each plot of land described in the Order is required either for the purposes of the Project, or is needed to facilitate, or is incidental to the Project.
- 12.2 NGT is taking a proportionate approach to compulsory acquisition and, rather than seek to acquire the freehold title to all of the Order Land, is seeking to acquire a combination of freehold title (for the new infrastructure at Churchover Tee) and permanent rights (such as rights to install and maintain the new sections of pipeline).
- 12.3 NGT 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.
- 12.4 NGT considers that it has taken a proportionate approach to land assembly, having regard to the impact on those holding interests in the Order Land. NGT has sought to acquire only such land and/or interests which are absolutely necessary for the Project to proceed.
- 12.5 Notwithstanding the substantial efforts that have been made to acquire interests in the land by way of voluntary agreement, as at the 9th of March 2023, NGT has been unable to secure all of the interests required for the Project by negotiation. It is therefore necessary to seek compulsory powers to enable delivery of the Project.
- 12.6 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 land required for the Project, that land, save where expressly stated otherwise, will be retained as part of the Order Land. This will enable NGT (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 CPO Guidance (**CD A15**).
- 12.7 With regard to Human Rights, Section 6 of the Human Rights Act 1998 (**CD A7.1**) prohibits public authorities from acting in a way which is incompatible with rights protected by the European Convention on Human Rights ("the Convention") (**CD A1**). The position is summarised in paragraph 12 of the General Overview 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 (**CD A15**) 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, in particular, to the provisions of Article 1 of the First Protocol (**CD A1.3**) to the Convention, and in the case of dwelling, Article 8 (**CD A1.2**).
- 12.8 Article 1 of the First Protocol (**CD A1.3**) 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..."*.
- 12.9 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 done in accordance with the law. NGT is only seeking the acquisition of the freehold title to the Order Land for new above ground infrastructure at Churchover Tee. The remainder of the Order Land is proposed to be affected by new rights only. The new rights sought by NGT 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, repair and maintain the new sections of pipeline. 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.

- 12.10 The Order is being promoted in the public interest as required by Article 1 of the First Protocol (**CD A1.3**) and the public benefits have been set out in detail earlier in this Statement. NGT considers that the Order will therefore 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.
- 12.11 Article 6 of the Convention (**CD A1.1**) 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."*
- 12.12 The Order (**CD C1**) has been extensively publicised and consultation has taken place with the community and key stakeholders in the region. All those affected by the Order (**CD C1**) 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 that statutory processes are in compliance with Article 6 of the Convention (**CD A1.1**).
- 12.13 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 (**CD A1**) of the First Protocol to the Convention.
- 12.14 NGT 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.
- 12.15 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

- 12.16 NGT has, as a non-public body exercising public functions, had regard to the public sector equality duty set out in s149(1) of the Equality Act 2010 (**CD A10.1**) and has, in promoting the Order, and has undertaken a landowner engagement exercise as detailed in Appendix 2.
- 12.17 NGT has taken account of and considered receptors and effects on those receptors through its environmental assessment processes for the Project.
- 12.18 NGT 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. However, the engagement process is ongoing and NGT's position will be continually monitored and should any persons be identified who may be adversely impacted by the Project, packages of assistance measures will be put in place as necessary so as to mitigate so far as practicable any identified activity that may have an adverse impact on these individuals.

13. **Statement justifying extent of scheme to be disregarded for the purposes of assessing compensation in the 'no-scheme world'**

13.1 Paragraph 196(v), Section 12, of the CPO Guidance (**CD A15**) requires a statement to be given by an acquiring authority 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") (**CD A2.1**) 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 6 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 (**CD C1**) authorises the compulsory acquisition of land and rights needed for the Project. The Project is the "scheme" for the purposes of section 6(A) (**CD A2.1**).

14. **Views of Government Departments**

14.1 None.

15. **Conclusion**

15.1 By virtue of section 9 and Schedule 3 of the 1986 Act (**CD A4**), NGT may be authorised to purchase compulsorily land and rights in land.

15.2 Paragraph 12 of the CPO Guidance (**CD A15**) 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 minister should consider when deciding whether or not to confirm a compulsory purchase order. These fundamental principles are as follows:

That NGT 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 CPO Guidance (CD A15))

15.3 Section 4 of this Statement explains that NGT considered the widest range of options which could meet its operational requirements and accommodate SHGCL's PARCA for increased capacity, irrespective of an initial view of their viability and produced a Strategic Options Report setting out its findings. It was concluded that there was a need to physically reinforce the existing NTS to meet the SHGCL PARCA requirement.

15.4 Following identification of the preferred strategic proposal, further technical studies were undertaken which included a process to identify the most appropriate routes for the two new sections of pipeline.

15.5 Section 5 of this Statement describes the infrastructure that will comprise the Project and how the land included in the Order (**CD C1**) will be used during construction and operation of the Project. Column 2 to the Schedule to the Order explains whether or not it is proposed to acquire land or new rights in respect of the numbered parcels of the Order Land. Where new rights are proposed to be acquired, the description identifies the name of the appropriate rights package. This shows that NGT has a clear idea of how it intends to use the land included in the Order (**CD C1**).

15.6 All of the land and rights in land proposed to be acquired under the Order (**CD C1**) are required for the purpose of the Project and are reasonable and proportionate. Importantly, NGT 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.

- 15.7 NGT is acquiring rights over land as opposed to the freehold of it in all but one case (i.e. land at Churchover Tee). The new rights sought by NGT 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 pipeline. 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.

That the Project is unlikely to be blocked by any physical or legal impediments to implementation (paragraph 15 of the CPO Guidance (CD A15))

- 15.8 As explained in section 9 of this Statement, express Planning Permission has been granted for part of the Project and permitted development rights are being relied upon for the remainder of it.
- 15.9 A number other consents/licences are required which are typical for development of the nature of the Project and NGT is familiar with the necessary scope of works to fulfil these. Should additional consents/licences be identified as being required as the Project's detailed design develops, NGT is confident that these will also be satisfactorily agreed with the relevant authorities'.
- 15.10 Interests in the Order Land held by or on behalf of a Crown entity are not to be acquired and have been expressly excluded from the Order **(CD C1)**.
- 15.11 There are not considered to be any physical or legal impediments to the implementation of the Project.

That all the necessary resources are likely to be available within a reasonable time-scale (paragraphs 13 and 14 of the CPO Guidance (CD A15))

- 15.12 Section 11 of this Statement explains that NGTT 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).

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 (CD A1) (paragraph 12 of the CPO Guidance (CD A15))

- 15.13 The Order **(CD C1)** is being promoted in the public interest. NGT considers that the Order **(CD C1)** 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 **(CD C1)**.
- 15.14 As explained in section 5 of this Statement, each plot of land described in the Order **(CD C1)** is required for the purposes of the Project.
- 15.15 Whilst owners and occupiers of the Order Land may be deprived of their property/interest in property if the Order **(CD C1)** is confirmed, this will be accordance with the law and NGT has adopted a proportionate approach in only seeking the acquisition of the freehold title to the Order Land in one specific circumstance i.e. for above ground infrastructure at Churchover Tee; the majority of the Order Land is proposed to be affected by new rights only.
- 15.16 Those whose interests are purchased under the Order **(CD C1)** 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 **(CD A1)**.

- 15.17 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 **(CD C1)** 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 **(CD C1)** would be lawful, justified and proportionate.

That NGT has taken reasonable steps to acquire all of the land and rights included in the Order by agreement (paragraph 2 of the CPO Guidance (CD A15)).

- 15.18 NGT 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. It has agreed 24 Heads of Terms for voluntary agreements out of a total of 27 required and legally exchanged two agreements at the time of writing.
- 15.19 In order to provide certainty that all the land and rights required for Project can be secured, it has been necessary for NGT to progress the Order **(CD C1)** in parallel with private treaty negotiations. This is envisaged by paragraph 2 of the CPO Guidance **(CD A15)**. However, NGT remains committed to continuing to progress negotiations and secure the necessary land and rights by agreement.
- 15.20 Accordingly, NGT considers that the criteria in the CPO Guidance **(CD A15)** are satisfied and that there is a compelling case in the public interest for the confirmation of the Order **(CD C1)**.

16. Further Information

16.1 Project Enquiries

Persons with general questions about the Project should please contact NGT's Community Relations Team on: **0800 319 6185** or by emailing: **wgnu@nationalgrid.com**

16.2 Negotiation of acquisitions

- 16.2.1 Owners and occupiers of land affected by the Project who wish to negotiate a voluntary agreement or discuss matters of compensation should contact NGT's appointed land agents, Fisher German by telephone on 07817119488 or by e-mail to Joe.senior@fishergerman.co.uk.

16.3 Compensation

- 16.3.1 Provision is made by statute with regard 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 Department for Housing, Communities and Local Government entitled "Compulsory Purchase and Compensation" listed below:

- 16.3.1.1 Booklet No. 1 - Compulsory Purchase Procedure.
- 16.3.1.2 Booklet No. 2 - Compensation to Business Owners and Occupiers.
- 16.3.1.3 Booklet No. 3 - Compensation to Agricultural Owners and Occupiers.
- 16.3.1.4 Booklet No. 4 - Compensation for Residential Owners and Occupiers.
- 16.3.1.5 Booklet No. 5 - Reducing the Adverse Effects of Public Development: Mitigation Works.

- 16.3.2 The booklets are available to download for free online at: www.gov.uk/government/collections/compulsory-purchase-system-guidance
- 16.3.3 A copy of this Statement, the Order and maps are available for inspection at <https://www.nationalgrid.com/gas-transmission/wgn#CPO>.
- 16.3.4 The Order, Order Maps and Statement of Case can also be inspected at the following locations on the following days during the following times:

<p>Tewkesbury Library, Sun Street, Tewkesbury, GL20 5NX</p> <p>between 9:30 and 17:00 on Monday and Friday, 9:30 to 19:00 on Tuesday, and Thursday and 9:30 to 13:00 on Wednesday.</p>
<p>Pontardawe Leisure Centre, Parc Ynysderw, Ffordd Parc Ynysderw, Pontardawe, Swansea SA8 4EG</p> <p>between 9:00 and 17:00 on Monday to Friday.</p>
<p>Evesham Library, Oat Street, Evesham, WR11 4PJ</p> <p>between 9:30 and 19:00 on Tuesday and 9:30 and 17:00 on Monday, Wednesday, Thursday and Friday.</p>
<p>Y Gaer, Glamorgan Street, Brecon, LD3 7DW</p> <p>between 9:30 and 17:30 on Wednesday and 9:30 and 17:00 on Monday, Tuesday, Thursday and Friday.</p> <p>The Museum admission closes at 16:30 on weekdays.</p>

Objections Summary Table and negotiations update

Objector	Plot no's	Rights package (if applicable)	Issues/concerns raised in Objection	NGT response	Update as at 8 March 2023
Canal & River Trust ("CRT") OBJ1 (CD C5)	9	Pipeline Rights and Pipeline Construction Rights	<p>This is a 'holding objection' pending a decision to either:</p> <ol style="list-style-type: none"> 1. remove CRT's property interests from the Order; or 2. complete a written agreement with NGT which addresses the concerns of CRT; thereby enabling the withdrawal of the Objection. <p>Objection raises concerns about the impact of the carrying out of the works required for the Project on the River Swift Feeder (Order plots 9 and 11) and the level of engagement between NGT and CRT to date.</p>	<p>The strategy for the Project is to include all the land needed for the delivery of the Project in the Order, even where Heads of Terms ("HoTs") have been agreed with landowners, or agreements have been concluded pursuant to HoTs.</p> <p>This is necessary to ensure that NGT will be able to complete the purchase of land/rights needed for the Project in the event that:</p> <ol style="list-style-type: none"> (1) purchase by agreement in accordance with HoTs is not completed such as would prejudice the timely delivery of the Project, (2) the landowner breaches the agreement entered into pursuant to HoTs or it is found to be illegal/invalid/unenforceable, or 	<p>The updated position is set out at section 10 of this statement and further explained at the engagement log.</p>
	11	Access Rights			

				<p>(3) unknown third party interests in the land subject to an agreement come to light which haven't previously been identified despite diligent enquiry.</p> <p>NGT are willing to provide undertakings to landowners not to exercise compulsory purchase powers in respect of the interests of those landowners who have concluded voluntary agreements, save in the event that a landowner breaches an agreement or an agreement is found to be illegal/invalid/unenforceable.</p> <p>NGT is cognisant of the need to ensure that CRT's watercourse is not adversely affected by the proposed works. NGT have agreed to CRT's request that the agreement of details/methodologies and the provision of rights be dealt with under the Master Agreement between NGT and CRT, as opposed to under separate bespoke HoTs and a subsequent bespoke agreement.</p>	
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				<p>The works approval process set out in the Master Agreement cannot be continued with until the detailed design process for the Project has been completed. The detailed design will be undertaken by NGT's contractors who are due to be appointed in September 2023.</p> <p>Given that the Master Agreement cannot yet proceed, a side letter is to being prepared to provide additional assurance to the parties and upon conclusion of the side letter, CRT will be able to withdraw its objection.</p> <p>The engagement log at Appendix 2 which accompanies the Order clearly sets out the regular engagement that has taken place between NGT via its appointed land agents Fisher German, and the CRT over the last 12 months. Moreover, Eversheds Sutherland's Real Estate team have been in regular contact with CRT's appointed solicitors, Ward Hadaway for months in connection with the Master Agreement</p>	
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				<p>and negotiation of the side letter referred to above.</p> <p>NGT do not believe it is reasonable or factually accurate for the CRT to suggest that there has not been meaningful engagement in accordance with the Government's Guidance on Compulsory Purchase and the Crichel Down Rules (July 2019).</p>	
<p>National Grid Distribution Entities ("NGED entities")</p> <p>OBJ2</p> <p>(CD C6)</p> <p>National Grid Electricity Distribution (East Midlands) Plc,</p>	2	Construction Access Rights	<p>The NGED entities do not object to the Order in principle, this is a 'holding objection' as the NGED entities wish to understand:</p> <ul style="list-style-type: none"> • How the proposal will ensure security of electricity supply in their respective areas. • How the proposal will protect their electricity networks during the construction phase of the scheme and following its completion. 	<p>The Project is an essential gas network reinforcement project so it will not have any impact on security of electricity supply in the area per se.</p> <p>With regard to the impact of the works themselves, as a fellow statutory undertaker, NGT is cognisant of the need to ensure that the NGED entities apparatus is not adversely affected by the proposed works.</p> <p>NGT's instructing engineers will ensure that no interaction with the NGED entities assets will take place without prior consultation with the NGED</p>	<p>The updated position is set out at section 3 of this statement and further explained at the engagement log.</p>
	176	Construction Access Rights			
	4	Pipeline Rights and Pipeline Construction Rights			
	9	Pipeline Rights and Pipeline Construction Rights			
	15	Pipeline Rights and Pipeline Construction Rights			

National Grid Electricity Distribution (West Midlands) Plc and National Grid Electricity Distribution (South Wales) Plc.	48	Pipeline Rights and Pipeline Construction Rights	<ul style="list-style-type: none"> • Precise details of the design or construction of the scheme and therefore potential operational implication. 	<p>entities to confirm any mitigation measures required in advance of the works being carried out and all works will be carried out in accordance with health and safety requirements.</p> <p>If it is found to be necessary and appropriate to do so, NGT would be open to entering into an infrastructure protection agreement in principle. Correspondence between Western Power Distribution (WPD) (now National Grid) on behalf of the NGED entities and NGT's appointed land agents, Fisher German, in which WPD confirmed that the NGED entities apparatus within the Order land comprises primarily 11kV overhead lines & a small section of 66kV overhead and that provided health and safety requirements relating to working within close proximity to overhead lines are adhered to, the NGED entities were comfortable for the proposed NGT works to be carried out and had no other requirements.</p>
	64	Pipeline Rights and Pipeline Construction Rights	<ul style="list-style-type: none"> • Precise details of the property rights and interests that will be affected by the implementation of the Order. 	
	68	Pipeline Rights and Pipeline Construction Rights	<p>The NGED entities are also concerned that the works associated with the Order have the potential to cause serious detriment to the carrying on of their statutory responsibilities, which may cause a negative impact upon distribution of electricity. Therefore each NGED entity may require an asset protection agreement to be entered into by NGT before the Order is confirmed.</p>	
	76	Pipeline Rights and Pipeline Construction Rights		
	91	Pipeline Rights and Pipeline Construction Rights		
	143	Pipeline Rights and Pipeline Construction Rights		
146	Pipeline Rights and Pipeline Construction Rights			

		Construction Rights		NGT are committed to working with the NGED entities to ensure that any remaining concerns are addressed, and to secure withdrawal of the Objection.	
160		Pipeline Rights and Pipeline Construction Rights			
8		Pipeline Rights			
19		Pipeline Rights			
50		Pipeline Rights			
82		Pipeline Rights			
144		Pipeline Rights			
11		Access Rights			
17		Access Rights			
18		Access Rights			
31		Access Rights			
32		Access Rights			
49		Access Rights			
62		Access Rights			
69		Access Rights			
75		Access Rights			
158		Access Rights			
161		Access Rights			
16		Lagoon Rights			
148		Drainage Rights			

	21	Construction Compound Rights			
Ian Miles OBJ 3 (CD C7)	64		<p>Ian Miles recently acquired the freehold of the land comprised in plots 64, 65, 66 and 68, and has benefit of a right of way and restrictive covenant over plot 67.</p> <p>Raises concerns on the following points:</p> <ul style="list-style-type: none"> • Consideration of alternatives • Calculation of compensation in the context of voluntary negotiations • Energy supply considerations 	<p>Section 3 of the Statement of Reasons (CD C3) explains why the Project is needed and section 4 sets out in detail the alternatives to the Project, and alternative pipeline routes, that were considered by NGT.</p> <p>NGT are confident that a robust assessment process was undertaken which confirmed that the Project for which the Order is being promoted, is the most appropriate means of meeting the identified need.</p> <p>While NGT understand that the level of compensation for the acquisition of rights (an easement) over land is of importance to a landowner, it is not a valid ground for objection.</p> <p>Negotiations to acquire the land and new rights needed for the Project are being carried out by Fisher German ("FG"), acting on behalf of and</p>	<p>The updated position is set out at section 7 of this statement and further explained at the engagement log.</p>
	65				
	66				
	68				
	67				

				<p>managed/instructed by NGT, in accordance with the Land Rights Strategy.</p> <p>NGT understands that negotiations are ongoing and the Objection acknowledges that there have been a number of telephone calls, letters and a meeting with FG regarding the Project/acquisition of rights needed for the Project. NGT are committed to reaching voluntary agreement if at all possible and would welcome continued engagement in negotiations.</p> <p>The land value for the calculation is consistent with the sums offered across the Project. This was ascertained following analysis of the land transactional market in conjunction with the lands rights strategy for the Project. Despite requests, FG have not received evidence to support a different land value than the sums proposed.</p> <p>Were compulsory purchase powers to be exercised compensation due would</p>	
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				<p>be assessed in accordance with the body of legislation and case law known as the 'Compensation Code'.</p> <p>While energy supply is a key consideration for NGT in the context of its role as owner and operator of the national gas transmission system, it is National Grid Electricity Transmission Plc that is responsible for the transmission of electricity and ensuring that 'blackouts' are avoided. Concerns regarding electricity 'blackouts' are not therefore relevant to the promotion of the Order for a gas project.</p>	
David Gareth Jones and Caroline Jones OBJ 4 (CD C8)	178		David Gareth Jones and Caroline Jones own the land at plots 178 and 179.	<p>The purpose of the Project, is to enable more gas to be transmitted from Milford Haven, and across NGG's transmission network.</p> <p>The Order has been promoted to enable NGT to compulsorily acquire the land and rights it needs to construct the Project in the event that voluntary agreement cannot be reached. Plots 178 and 179 ("the Plots") and Plot 177 which is owned by others, were included in the Order to enable NGT to create, use and remove a temporary compound and access to facilitate modification works to Cilfrew Pressure Reduction Station.</p>	<p>The updated position is set out at section 6 of this statement and further explained at the engagement log.</p>
	179		<p>The objection has been raised as the proposed location is unsuitable due to:</p> <ul style="list-style-type: none"> a. access issues b. topography 		

			<p>c. health and safety risks by virtue of the high voltage overhead wiring and underground high-pressure gas pipes</p> <p>d. land is currently used as grazing of livestock which requires uninterrupted access through the farm track on a daily basis</p> <p>e. walk-on survey for environmental purposes has not been undertaken</p> <p>f. NGT have not entered into meaningful negotiations to acquire the necessary rights over the land by agreement.</p> <p>An alternative location is also suggested as more suitable as this site was used during the construction of the previous gas distribution station.</p>	<p>The design work which identified the need to carry out modification works and informed the land requirements at Cilfrew (i.e. the need for the Plots and Plot 177) was based on certain assumptions about the ability of existing pipework and equipment to safely flow gas at an uprated (increased) pressure. This is because essential data about the ability of the existing Cilfrew pipework/equipment to safely flow gas at an uprated pressure, which was required from the Original Equipment Manufacturers (OEM), took the OEMs longer than expected to obtain and provide to NGG.</p> <p>NGT has now received and reviewed the data from the Original Equipment manufacturers (OEM).</p> <p>The data confirms that significant modifications would be required at Cilfrew Pressure Reduction Station to enable the pressure at which gas is flowed to be increased. The scale of the modification works confirmed as being</p>	
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				<p>necessary, would require the temporary closure of the Pressure Reduction Station and, in combination with other essential maintenance works across the local network, would unacceptably impact on the ability to transmit gas at sufficient pressure.</p> <p>As the modification works at Cilfrew are not required to enable more gas to be transmitted from Milford Haven (only to retain current system flexibility), NGT have decided that the Cilfrew uprating modifications should be removed from the Project. Therefore, land at Cilfrew included in the Order for the creation and use of a temporary works compound and access thereto (the Plots) is no longer needed.</p> <p>NGT have written to the Secretary of State for Energy Security and Net Zero (previously Business Energy and Industrial Strategy), to explain that the Plots are no longer needed and to request that they be removed from the Order.</p>	
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**THE NATIONAL GRID GAS PLC
(WESTERN GAS NETWORK PROJECT)
COMPULSORY PURCHASE ORDER 2022**

CORE DOCUMENTS LIST

A	LEGISLATION, GOVERNMENT AND OTHER CENTRAL GUIDANCE
Legislation	
1.	European Convention on Human Rights
1.1.	Article 6
1.2.	Article 8
1.3.	First Protocol, Article 1
2.	Land Compensation Act 1961
2.1.	Section 6(A)
3.	Acquisition of Land Act 1981
3.1.	Schedule 3
4.	Gas Act 1986
4.1.	Section 7
4.2.	Section 9
4.3.	Schedule 3
5.	Town and Country Planning Act 1990 (as amended)
6.	Town and Country Planning (General Permitted Development) Order 1995 (as amended)
6.1.	Schedule 2, Part 4, Class A
6.2.	Schedule 2, Part 17, Class F
7.	Human Rights Act 1998
7.1.	Section 6
8.	Utilities Act 2000
8.1.	Section 3
9.	Compulsory Purchase (Inquiries Procedure) Rules 2007
9.1.	Rule 7

10.	Equality Act 2010
10.1.	Section 149
11.	Construction (Design and Management) Regulations 2015
12.	Town and Country Planning (General Permitted Development) (England) Order 2015
12.1.	Schedule 2, Part 4, Class A
12.2.	Schedule 2, Part 15, Class A
Government Guidance	
13.	National Policy Statement for Energy (EN-1) (July 2011)
14.	National Policy Statement for Gas Supply Infrastructure and Gas and Oil Pipelines (EN-4) (July 2011)
15.	The Department for Levelling Up, Housing and Communities Guidance on Compulsory Purchase process and The Criche Down Rules (July 2019)
16.	Draft replacement of the National Policy Statement for Energy (EN-1) (September 2021)
17.	Draft replacement of the National Policy Statement for Gas Supply Infrastructure and Gas and Oil Pipelines (EN-4) (September 2021)

B	PLANNING PERMISSION AND RELATED PLANNING APPLICATION DOCUMENTS
1.	BEIS Environmental Impact Assessment Scoping Opinion
2.	Environmental Impact Assessment Letter from Swansea Council dated 16 March 2021 (Felindre)
3.	Environmental Impact Assessment Letter from Neath Port Talbot Council dated 30 March 2021 (Cilfrew)
4.	Environmental Impact Assessment Letter from Powys County Council dated 15 March 2022 (Three Cocks)
5.	Planning permission granted on 8 August 2022 and given reference number R22/0130 for "Extension to National Grid's existing above ground installation (AGI) site at Churchover Tee"

C	COMPULSORY PURCHASE ORDER AND RELATED DOCUMENTS
1.	The Order
2.	Sealed Order Maps
3.	Statement of Reasons (English & Welsh)
4.	Statement of Case (English & Welsh)
5.	Letter of Objection – Canal & River Trust (Obj 1)

6.	Letter of Objection – National Grid Distribution Entities (Obj 2)
7.	Letter of Objection – Ian Miles (Obj 3)
8.	Letter of Objection – David Gareth Jones and Caroline Jones (Obj 4)
9.	Response to Objection - Canal & River Trust (Obj 1)
10.	Response to Objection - National Grid Distribution Entities (Obj 2)
11.	Response to Objection - Ian Miles (Obj 3)
12.	Response to Objection - David Gareth Jones and Caroline Jones (Obj 4)

D	ADDITIONAL PLANS
1.	Figure 1: Gas Ecosystem
2.	Insert 1: Emerging Preferred Route Corridor A3
3.	Insert 2: Emerging Preferred Route Corridor B2

E	MISCELLANEOUS
1.	NGG Gas Transporter Licence (February 2023)
2.	NGG's Payment Schedule for New Gas Transmission Assets
3.	National Grid's 'Our Approach to Options Appraisal' (2012)
4.	TD/1 'Steel pipelines and associated installations for high pressure gas transmission' Edition 5 (July 2016)
5.	National Grid's 'Stakeholder, Community and Amenity Policy' (December 2016)
6.	National Grid's Transmission Planning Code (2019)
7.	National Grid's 'Entry Capacity Substitution Methodology' (July 2021)
8.	National Grid's Cost Benefit Analysis
9.	Natural England's Agricultural Land Classification of England and Wales plans (2010)
10.	Uniform Network Code for the Joint Office of Gas Transporters (2005)
11.	National Grid's Strategic Options Report
12.	Entry Capacity Substitution Methodology Statement (July 2021)
13.	Future Energy Scenarios 2019
14.	Future Energy Scenarios 2020

GLOSSARY

Term	Definition
"the 1986 Act"	The Gas Act 1986
"AGI"	Above Ground Infrastructure
"ASEP"	Aggregate System Entry Point
"AONB"	Area of Outstanding Natural Beauty
"BPD"	Building Proximity Distance
"CBA"	Cost Benefit Analysis
"CCS"	Carbon Capture and Storage
"CDM Regulations"	Construction (Design and Management) Regulations 2015
"CNG"	Compressed Natural Gas
"the Compensation Code"	Compulsory Purchase Compensation Code
"the Convention"	European Convention on Human Rights
"CPO Guidance"	Department for Housing, Communities and Local Government's <i>Guidance on Compulsory Purchase process and The Crichton Down Rules</i> (July 2019)
"CRT"	Canal and River Trust
"ECS"	Entry Capacity Substitution Methodology
"EN-1"	National Policy Statement for Energy (EN-1) (July 2011)
"EN-4"	National Policy Statement for Gas Supply Infrastructure and Gas and Oil Pipelines (EN-4) (July 2011)
"ESO"	Electricity System Operator
"FEED"	Front End Engineering Design
"FES"	Future Energy Scenarios
"FIOC"	Funded Incremental Obligated Capacity
"FG"	Fisher German
"GHG"	Greenhouse Gas
"GSO"	Gas System Operator
"Guidance"	Department for Housing, Communities and Local Government's <i>Guidance on Compulsory Purchase process and The Crichton Down Rules</i> (July 2019)
"Licence"	Gas Transporter Licence
"LNG"	Liquefied Natural Gas
"MOP"	Maximum Operating Pressure

Term	Definition
"MSDR"	Maximum Sustainable Daily Rate
"NGED Entities"	National Grid Electricity Distribution (East Midlands) Plc, National Grid Electricity Distribution (West Midlands) Plc and National Grid Electricity Distribution (South Wales) Plc, together the "NGED entities"
"NGT"	National Grid Transmission Plc
"NPS"	National Policy Statements
"NSIPs"	Nationally Significant Infrastructure Projects
"NTS"	National Transmission System
"OEM"	Original Equipment Manufacturers
"Order"	National Grid Gas Plc (Western Gas Network Project) Compulsory Purchase Order 2022
"Order Land"	the land which is the subject of compulsory purchase powers and is described in section 6 of this Statement
"Order Maps"	maps which form part of the Order showing the Order Land coloured pink (freehold acquisition) and light blue, dark blue, green, purple, yellow, orange, brown and single-hatched red (acquisition of 'packages' of rights)
"PARCA"	Planning and Advanced Reservation of Capacity Agreement
"PIG"	Pipeline Internal Gauge
"Project"	Compulsorily purchasing the land and new rights in land required for the construction and operation of a new 9km section of gas pipeline between Wormington (Gloucestershire) and Honeybourne (Worcestershire); a new 2km section of gas pipeline in Churchover (Warwickshire); works to facilitate pressure uprating of the existing gas pipeline between Felindre (Swansea) and Three Cocks (Powys) and Cilfrew (Neath Port Talbot)
"RIIO-T2"	Price control which runs for five years, from 2021-2026 (Revenue = Incentives + Innovation + Outputs)
"Secretary of State"	Secretary of State for Business, Energy and Industrial Strategy
"SCA Policy"	Stakeholder, Community and Amenity Policy
"SHGCL"	South Hook Gas Company Limited
"SHLNG"	South Hook Liquefied Natural Gas
"Statement"	Statement of Case
"STW"	Severn Trent Water
"South Hook Terminal"	Sub-terminal owned and operated by South Hook LNG
"TD/1"	'Steel pipelines and associated installations for high pressure gas transmission' Edition 5 (July 2016) by the Institution of Gas Engineers & Managers
"TPC"	Transmission Planning Code

Term	Definition
"UKCS"	United Kingdom Continental Shelf
"WPD"	Western Power Distribution

Appendix 1- Land rights packages

Name of Rights Package	Rights	Colour on maps
<p>Pipeline Construction Rights</p>	<p>All rights necessary for the purposes of or incidental to the construction of the new gas pipeline and associated infrastructure/apparatus/equipment, including:</p> <ul style="list-style-type: none"> a) to construct and install the gas pipeline and associated infrastructure/apparatus/equipment within, upon or over the land, including using trenchless techniques; b) to test and commission the pipeline and associated infrastructure/apparatus/equipment installed within, upon or over the land and to remedy initial faults and defects in it at any time prior to the date on which it is ready for commercial operation; c) to 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); d) to carry out archaeological works, environmental and/or ecological mitigation; e) to carry out works required or permitted by a planning permission and/or consent or licences; f) to remove and replace, fell, trim or lop trees, bushes, crops and other vegetation, including the removal of hedgerows; g) to erect and remove fencing; h) to store and stockpile and where necessary use, manage and process plant, machinery, apparatus, and materials (including excavated material) and/or equipment; i) to access the land with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel; j) to construct, lay down, use and remove access roads including any necessary temporary bridging, culverting or diversion of water courses and drains; k) to carry out de-watering and drainage works and install, alter, reinstate or remove land drainage systems; 	<p>Light Blue</p>

	<ul style="list-style-type: none"> l) to discharge water into existing drains and watercourses; m) to protect and prevent damage to or interference with the pipeline or associated infrastructure/apparatus/equipment and the construction of the same; n) to install, adjust, alter and remove cathodic protection posts, aerial markers, field boundary markers and electricity cabinets; o) to prevent any works on or use of the land that would prevent access to the pipeline and associated infrastructure/apparatus/equipment; p) to erect, create, use and remove welfare facilities including toilets, cabins and offices and electricity generators; q) to install, use and remove artificial lighting; r) to install, use, alter, divert and remove services and utilities, <p>and rights to prevent any works on or use of the land that would prevent the exercise of the aforementioned rights.</p>	
Pipeline Rights	<p>All rights necessary at all times for the purposes of or incidental to the retention, operation, inspection, testing, protection, maintenance, repair, renewal, alteration, upgrading, replacement, removal and decommissioning of the gas pipeline and associated infrastructure/apparatus/equipment, including:</p> <ul style="list-style-type: none"> a) to retain, operate, inspect, test, maintain, repair, alter, adjust, replace, renew, re-lay, upgrade, make safe, dismantle, remove, render unusable or decommission the gas pipeline and associated infrastructure in upon or over the land; b) to take access with or without vehicles, personnel and plant, machinery, apparatus, equipment and materials for such purposes; c) to carry out de-watering and drainage works and install, keep installed, alter, reinstate or remove land drainage systems and to protect and prevent damage to or interference with the same; d) to 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); e) to protect and prevent damage to or interference with the operation and maintenance of the gas pipeline and associated infrastructure/apparatus/equipment, including preventing any works on or changes to the use or 	Single-hatched red

	<p>surface level of the land; preventing the planting of any trees, bushes or similar vegetation without the prior written consent of the acquiring authority and the right to remove any such tree, bush or similar vegetation planted without consent; and preventing the construction of any new building, structure or erection and the right to remove any such building, structure or erection built or erected without consent;</p> <p>f) of continuous vertical and lateral support for the pipeline and ancillary infrastructure/apparatus (if any);</p> <p>g) to adjust, alter and remove cathodic protection posts, aerial markers, field boundary markers and electricity cabinets and install replacement pipeline protection slabs;</p> <p>The Pipeline Rights may be acquired over such part of the Order Land plots described in Table 1 of the Schedule to the Order as being subject to the acquisition of 'Pipeline Rights' as may be necessary PROVIDED THAT the 'rights corridor' within which the Pipeline Rights shall be acquired shall not exceed 24.4 metres PROVIDED FURTHER THAT the width restriction described above shall not apply to the acquisition of the access rights and drainage rights described at paragraphs b) and c) above respectively, which rights may be acquired over such part of the Order Land plots described in Table 1 of the Schedule to the Order as being subject to the acquisition of 'Pipeline Rights' as may be necessary.</p>	
<p>Construction Compound Rights</p>	<p>All rights necessary to erect, create, use and remove a works compound for the purposes of or incidental to the construction of the new gas pipeline and associated infrastructure/apparatus/equipment, including rights to:</p> <ul style="list-style-type: none"> a) erect, create, use, and remove cabins and offices, and welfare facilities including toilets 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 land with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel; d) fence, erect hoardings or signage or otherwise secure the compound; e) carry out de-watering and drainage works and install, alter or reinstate land drainage systems; 	<p>Green</p>

	<ul style="list-style-type: none"> f) discharge water into existing drains and watercourses; g) install, use and remove artificial lighting; h) install, use, alter, divert and remove services and utilities; i) carry out works to reinstate the land once the compound has been removed, <p>and rights to prevent any works on or use of the land that would prevent the exercise of the aforementioned rights.</p>	
Lagoon Rights	<p>All rights necessary for the purposes of or incidental to creation, use and removal of temporary lagoons, including rights to:</p> <ul style="list-style-type: none"> a) carry out works required or permitted by a consent or licences; b) erect, create, use and remove a works compound which may include cabins and offices, and welfare facilities including toilets and electricity generators; c) construct, lay down, use and remove access roads including any necessary temporary bridging, culverting or diversion of water courses and drains; d) store, stockpile and where necessary use, manage and process plant, machinery, apparatus, materials (including excavated material) and/or equipment; e) access the land with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel; f) fence, erect hoardings or signage or otherwise secure the lagoon; g) carry out de-watering and drainage works and install, alter or reinstate land drainage systems; h) discharge water into existing drains and watercourses; i) install, use and remove artificial lighting; 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) carry out archaeological works, environmental and/or ecological mitigation; 	Purple

	<p>l) remove and replace, fell, trim or lop trees, bushes, crops and other vegetation, including the removal of hedgerows,</p> <p>and rights to prevent any works on or use of the land that would prevent the exercise of the aforementioned rights.</p>	
Construction Access Rights	<p>All rights necessary to access the land and adjoining land for the purposes of constructing, installing, altering, inspecting and commissioning the new gas pipeline and associated infrastructure/apparatus/equipment with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel, including rights to:</p> <p>a) carry out works to facilitate such access including to construct, lay down, use and remove access roads including any necessary temporary bridging, culverting or diversion of water courses and drains; modifying road verges and junctions; installing, using, altering, diverting, and removing services and utilities;</p> <p>b) carry out archaeological, environmental and/or ecological mitigation works;</p> <p>c) remove and replace, fell, trim or lop trees, bushes, crops and other vegetation, including the removal of hedgerows;</p> <p>d) fence, erect hoardings or signage or otherwise secure the access route;</p> <p>e) carry out de-watering and drainage works and install, alter or reinstate land drainage systems;</p> <p>f) discharge water into existing drains and watercourses,</p> <p>and rights to prevent any works on or use of the land that would prevent the exercise of the aforementioned rights.</p>	Yellow
Access Rights	<p>All rights necessary at all times to access the land and adjoining land for the purposes of inspecting, maintaining, repairing, altering, renewing, replacing and removing or decommissioning the new gas pipeline and associated infrastructure/apparatus/equipment, with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel, including rights to carry out works to facilitate such access, including rights to:</p> <p>a) construct, lay down, use and remove access roads including any necessary temporary bridging, culverting or diversion of water courses and drains;</p>	Orange

	<p>b) modify road verges and junctions;</p> <p>c) install, use, alter, divert, and remove services and utilities,</p> <p>and rights to prevent any works on or use of the land that would prevent the exercise of the aforementioned rights.</p>	
Drainage Rights	<p>All rights necessary at all times to:</p> <p>(a) carry out de-watering and drainage works and to install, retain, operate, inspect, test, maintain, repair, renew, alter, upgrade, replace, reinstate or remove land drainage systems, including the right to access the land with or without vehicles, plant, machinery, apparatus, equipment, materials and personnel;</p> <p>(b) prevent the carrying out of any works, excavations or other activities which could reasonably foreseeably damage or interfere with the operation and maintenance of, the land drainage systems;</p> <p>(c) prevent any works on or use of the land that would prevent access to or maintenance of the land drainage systems, including the erection of any building or structure (whether temporary or permanent), or the storing or placing on the land of any goods, equipment or materials.</p>	Dark blue
Security Rights	<p>Rights to:</p> <p>a) prevent the erection of any buildings or structures, the placing or storage of any equipment or materials, the parking of any vehicles, the planting or growing of any trees, shrubs or other vegetation on, or the increase in the ground level of, the land, which would reasonably foreseeably enable fences on adjoining land to be scaled/breached;</p> <p>b) remove, fell, trim or lop trees, bushes and other vegetation.</p>	Brown

Appendix 2- Schedule of engagement

Full Name	Party Address	Correspondence	Agent
<p>Mr R D Appleby, Mr J C Appleby, Ms G M Appleby, Ms E J Brady, Ms M R Lane.</p>	<p>C/o Carver Knowles</p>	<p>25.02.21 - Letter - Request to enter, survey access license 14.06.21 - Email to notify walkover survey. 04.08.21 - Letter updating on project and confirming lands rights will be required 22.10.21 - letter - issue of heads of heads of terms 05.11.21 - Email from agent providing initial comments on heads of terms 15.11.21 - Email additional comments received from agent on proposed terms 22.11.21 - Email from agent requesting extension to incentive period 26.11.21 - Email from agent advising of additional owners of the land 29.11.21 - Telephone call to agent requesting correspondence address's for additional owners 29.11.21 - Email providing additional owners correspondence address and response to understand what correspondence had been shared with the joint owners 01.12.21 - Email with 'appendix 1' from agent proposed to be annexed to the agreement 01.12.21 - Email to agent to confirm intention of the incentive period 02.12.21 - Telephone call discussing proposed terms 02.12.21 - Email from agent confirming receipt 03.12.21 - Email with agent confirming extension of the incentive period 03.12.21 - Letter from agent raising concerns with the project 08.12.21 - Email from agent with additional comments on heads of terms and comparable evidence for land sales 09.12.21 - Telephone call with agent discussing proposed terms</p>	<p>Josh Balsdon - Carver Knowles</p>

		<p>15.12.21 - Telephone call with agent discussing proposed terms</p> <p>17.12.21 - Email response with further marked up heads of terms and response on comparable evidence provided</p> <p>17.12.21 - Email from agent clarifying evidence provided</p> <p>22.12.21 - Email sent to agent with code of practice and deed of grant</p> <p>05.01.22 - Email from Agent clarifying if document have been issued directly to landowners and response from FG</p> <p>11.01.22 - Meeting with Agent to discuss terms</p> <p>12.01.22 - Email from agent with comparable evidence schedule</p> <p>17.01.22 - Email issuing amended terms</p> <p>19.01.22 - Email regarding HoT's</p> <p>24.01.22 - Email from agent with final comments on heads of terms</p> <p>26.01.22 - Email issuing clean head of terms for signature</p> <p>28.01.22 - Email from agent regarding solicitors fees</p> <p>01.02.22 - Email with Signed heads of terms received</p> <p>09.03.22 - Email from agent requesting update on solicitors instruction</p> <p>19.04.22 - Email to notify of proposed walkover</p> <p>13.05.22 - Email regarding GI surveys</p> <p>25.05.22 - Email to agent regarding walkover survey.</p> <p>24.06.22 - Email regarding GI compound area.</p> <p>28.06.22 - Email to discuss compound area.</p> <p>19.07.22 - Email to agent in relation to RFI letter.</p> <p>29.07.22 - Email to agent to update on progress with GI surveys.</p> <p>10.08.22 - Email to agent to update on progress with GI surveys.</p> <p>22.08.22 - Email regarding water monitoring equipment.</p> <p>03.10.2022 - Email to agent regarding progression of the voluntary agreement.</p> <p>06.02.23 - Email to agent regarding claim</p>	
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		22.02.23 - Email to agent regarding claim	
Richard Appleby	Top farm Cottage, Main street, Bretforton.	<p>25.02.21 - Letter - Request to enter, survey access license</p> <p>01.09.21 - Letter - Further request to enter survey access license</p> <p>21.04.21 - Returned license for surveys</p> <p>21.04.21 - Email from agent confirming instruction</p> <p>11.05.21 - email from agent additionally confirming instruction</p> <p>14.06.22 - Email to notify walkover survey.</p> <p>04.08.21 - Letter updating on project and confirming lands rights will be required</p> <p>22.10.21 - letter - issue of heads of heads of terms</p> <p>05.11.21 - Email from agent providing initial comments on heads of terms</p> <p>15.11.21 - Email additional comments received from agent on proposed terms</p> <p>22.11.21 - Email from agent requesting extension to incentive period</p> <p>26.11.21- Email from agent with proposed amended terms and updated plan</p> <p>01.12.21 - Email with 'appendix 1' from agent proposed to be annexed to the agreement</p> <p>02.12.21 - Telephone call discussing proposed terms</p> <p>02.12.21 - Telephone call from agent requesting justification for working area</p> <p>03.12.21 - Email with agent confirming extension of the incentive period</p> <p>03.12.21 - Letter from agent raising concerns with the project</p> <p>06.12.21 - Email to agent providing plan of proposed construction compound area and response from agent requesting more information</p> <p>08.12.21 - Email from agent with additional comments on heads of terms and comparable evidence for land sales</p> <p>09.12.21 - Telephone call with agent discussing proposed terms</p>	Josh Balsdon - Carver Knowles

		<p>15.12.21 - Telephone call with agent discussing proposed terms</p> <p>17.12.22 - letter issuing occupier consent form</p> <p>17.01.22 - Email issuing amended terms</p> <p>17.12.21 - Email response with further marked up heads of terms and response on comparable evidence provided</p> <p>17.12.21 - Email from agent clarifying evidence provided</p> <p>22.12.21 - Email sent to agent with code of practice and deed of grant</p> <p>05.01.22 - Email from Agent clarifying if document have been issued directly to landowners and response from FG</p> <p>11.01.22 - Meeting with Agent to discuss terms</p> <p>12.01.22 - Email from agent with comparable evidence schedule</p> <p>19.01.22 - Email regarding HoT's</p> <p>20.01.22 - Meeting with landowner, agent, NG and FG</p> <p>24.01.22 - email from agent with final amendments to the heads of terms</p> <p>26.01.22 - Email with issue of finalised heads of terms</p> <p>27.01.22 - Email from agent confirming Occupiers consent is acceptable</p> <p>28.01.22 - Email from agent regarding solicitors fees</p> <p>31.01.22 - Email receipt of occupier consent form</p> <p>01.02.22 - Email with Signed heads of terms</p> <p>09.02.22 - Email regarding bank details</p> <p>14.02.22 - Emails regarding invoices</p> <p>03.03.22 - Emails regarding payments</p> <p>09.03.22 - Email from agent requesting update on solicitors instruction</p> <p>19.04.22 - Email to notify of proposed walkover</p> <p>12.05.22 - Email to arrange GI surveys</p> <p>13.05.22 - Email regarding GI surveys</p> <p>24.05.22 - Email to discuss GI</p>	
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		<p>surveys</p> <p>28.06.22 - Email to discuss compound area</p> <p>13.07.22 - Email correspondence to agent regarding GI works.</p> <p>29.07.22 - Email to agent regarding GI surveys.</p> <p>10.08.22 - Email to agent regarding GI surveys.</p> <p>22.08.22 - Email regarding water monitoring equipment.</p> <p>03.10.2022 - Email to agent regarding progression of the voluntary agreement.</p> <p>03.10.22 - Email to agent chasing solicitor</p> <p>03.01.23 - Email regarding access</p> <p>05.01.23 - Email to agent regarding option</p>	
James Appleby	<p>Bretforton House Farm, Main Street, Bretforton, Evesham, Worcestershire, WR11 7JH</p>	<p>25.02.21 - Letter - Request to enter, survey access license</p> <p>06.05.21 - Email from Agent confirming instruction and response regarding contact address</p> <p>07.05.21 - Email from agent clarifying address details</p> <p>30.11.21 - Email arranging site meeting</p> <p>03.12.21 - Meeting with landowners agent, tenants and agent to discuss the project</p> <p>03.12.21 - Letter from agent raising concerns with the project</p> <p>17.01.22 - Email issuing amended terms</p> <p>27.01.22 - Email from agent confirming Occupiers consent is acceptable</p> <p>31.01.22 - Email with signed occupier consent form</p> <p>12.05.22 - Email to arrange GI surveys</p> <p>13.05.22 - Email regarding GI surveys</p> <p>13.07.22 - Email to agent regarding GI surveys.</p> <p>20.01.23 - Email to agent regarding claim</p> <p>27.01.23 - Email to agent regarding claim</p>	<p>Josh Balsdon - Carver Knowles</p>

<p>Worcestershire County Council</p>	<p>County Hall Spetchley Road Worcester WR5 2NP</p>	<p>25.02.21 - Letter - Request to enter, survey access license 09.07.21 - Email with completed survey access license returned and bank detail confirmation 04.08.21 - Email - RFI correspondence received 04.08.21 - Letter updating on project and confirming lands rights will be required 09.09.21 - Email from agent regarding payment of invoice 22.10.21 - Letter / email - issue of heads of voluntary terms 02.11.21 - Email regarding land next to A44 25.11.21 - Email follow up on heads of terms issued 30.11.21 - Email revised heads of terms issued to reflect inclusion of land of the A44 07.12.21 - Email following up on terms issued 10.12.21 - Email from agent to arrange meeting 13.12.21 - Email to agent confirming meeting 14.12.21 - Meeting with agent to discuss the heads of terms 27.01.22 - Email following up with amendments to terms following the meeting 08.02.22 - Telephone call regarding terms 10.02.22 - Email to follow up on terms issued 18.02.22 - Email response from the agent on revisions to the heads of terms 25.02.22 - Email confirming amendments and issuing amended terms 07.03.22 - Telephone call regarding terms 08.03.22 - Email from agent regarding payment of fees 18.03.22 - Email to agent regarding payment of license fees and issue of updated terms 23.03.22 - Email to agent regarding upcoming surveys 01.04.22 - Email to agent regarding payment date 11.04.22 - Email from agent with further amendments to the heads</p>	<p>Rachel Howes - Internal Surveyor</p>
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		<p>of terms and response with confirmation of amendments</p> <p>12.04.22 - Email from agent regarding additional amendment to the terms</p> <p>13.04.22 - Email to agent responding to additional amendment</p> <p>14.04.22 - Email from agent confirming approval of terms and confirmation back of legal instruction</p> <p>22.04.22 - Emails regarding legal contact details</p> <p>09.05.22 - Email to discuss UXO survey</p> <p>13.05.22 - Email to provide copy of RoC prior to UXO survey</p> <p>25.05.22 - Email regarding walkover survey</p> <p>14.07.22 - Email to agent regarding GI surveys.</p> <p>19.08.22 - Email to confirm completion of GI surveys.</p> <p>06.12.22 - Email to agent regarding geo-phys surveys.</p> <p>06.12.22 - Call to tenant regarding geo-phys surveys.</p> <p>03.02.23 - Email to agent regarding geo-phys surveys.</p> <p>12.01.23 - Email to agent regarding geo-phys surveys.</p> <p>17.02.23 - Email to agent chasing solicitor</p> <p>21.02.23 - Email to agent chasing solicitor</p> <p>22.02.23 - Email to agent chasing solicitor</p> <p>23.02.23 - Email to agent chasing solicitor</p>	
Chris Dowdeswell	Larkborough Farm	<p>11.04.22 - Telephone call to discuss survey access</p> <p>09.05.22 - Telephone call to discuss survey.</p> <p>09.05.22 - Email to confirm survey access</p> <p>12.05.22 - Email to arrange access for GI surveys</p> <p>25.05.22 - Email regarding GI surveys</p> <p>28.06.22 - Email regarding GI surveys</p> <p>01.07.22 - Email to tenant regarding walkover surveys.</p>	

		16.08.22 - Call to tenant. 18.08.22 - Call to tenant. 09.09.22 - Call to tenant.	
William Francis Edward Hall John Robert Francis Hall Dominic James Morris Hall Alice Louisa Hall	Drove House Newtown Broad Chalke Salisbury SP5 5DS	25.02.21 - Letter - Request to enter, survey access license 26.03.21 - Telephone call and email to agent regarding instruction and tenant 04.08.21 - Letter updating on project and confirming lands rights will be required 08.09.22 - Email to agent regarding option agreement. 04.08.21 - Email from agent confirming receipt of copy 22.10.21 - letter - issue of heads of heads of terms 17.11.21 - Telephone call with agent regarding the terms 29.11.21 - Email / Telephone call to arrange site meeting and mapping request of existing pipes 30.11.21 - Email arranging site meeting 01.12.21 - Email to agent seeking clarity on tenant details 02.12.21 - Email from agent regarding tenant details 03.12.21 - Meeting with landowners agent, tenants and agent to discuss the project 22.12.21 - Email from agent regarding extension to incentive period 07.01.22 - Telephone call discussing terms 24.01.22 - Telephone call discussing terms 26.01.22 - Email / Telephone call from agent regarding future land rights 28.01.22 - Telephone call to discuss terms 02.02.22 - Meeting with agent to discuss terms 10.02.22 - Email to agent regarding amended terms 11.02.22 - Email to agent clarifying terms and response from agent on terms 14.02.22 - Email from agent regarding additional query raised 18.02.22 - Email from agent confirming approval of terms and	Ben Jukes - Jukes Asset Management

		<p>response back on terms</p> <p>23.03.22 - Email to agent requesting access for UXO surveys</p> <p>28.04.22 - Telephone call with agent to update on the project</p> <p>16.06.22 - Telephone call with agent to discuss land referencing and legal progress</p> <p>25.05.22 - Email to notify GI surveys</p> <p>25.05.22 - Email to agent to discuss GI surveys</p> <p>26.05.22 - Email to agent to notify of walkover survey</p> <p>08.08.22 - Email from agent regarding completion of legal agreement and fees and response</p> <p>12.08.22 - Email from agent regarding fees and completion of legal documents</p> <p>08.09.22 - Email to agent regarding fees.</p> <p>21.09.22 - Email to agent regarding fees.</p>	
Ian Miles	<p>1 Saunders Road Salford Priors Evesham WR11 8XQ</p>	<p>31.08.22 - Telephone call from landowners solicitor to confirm change of ownership</p> <p>02.09.22 - Telephone call with landowner to introduce the project</p> <p>09.09.22 - Site meeting with landowner to discuss the project and GI works</p> <p>15.09.22 - Letter and heads of terms issued to landowner</p> <p>27.09.22 - Letter containing all printed scheme information</p> <p>02.09.22 - Telephone message</p> <p>02.11.22 - Telephone message</p> <p>07.11.22 - Telephone call</p> <p>14.11.22 - Telephone call</p> <p>24.11.22 - Telephone call</p> <p>13.12.22 - Telephone call</p> <p>15.12.22 - Telephone call</p> <p>16.01.23 - Telephone call</p> <p>26.01.23 - Telephone message</p> <p>07.02.23 - Telephone message</p> <p>22.02.23 - Telephone call</p> <p>28.02.23 - Telephone call x 2</p>	

		07.03.23 - Telephone message	
Douglas John Wilson Richard Mitchell Ronan Patrick Lynch	t/a Trioscape Trioscape Garden Centre Highleadon Newent Gloucestershire GL18 1HQ	<p>25.02.21 - Letter - Request to enter, survey access license</p> <p>01.09.21 - Letter - Further request to enter survey access license</p> <p>04.08.21 - Letter updating on project and confirming lands rights will be required</p> <p>09.08.21 - Telephone call following issue of letter</p> <p>08.09.21 - Telephone call with landowner to discuss the project</p> <p>09.09.21 - Email providing additional information on the proposed project</p> <p>09.09.21 - Email from landowner confirming compensation and proposed sale of the land</p> <p>14.10.21 - Telephone call to discuss scheme and requirements within owned land</p> <p>22.10.21 - Letter and email with proposed heads of terms</p> <p>01.11.21 - Telephone call to discuss land sale and terms proposed</p> <p>18.11.21 - Telephone call to discuss progress of sale and values of land</p> <p>03.12.21 - Letter from agent raising concerns with the project</p> <p>06.12.21 - Telephone call to understand update on proposed land sale</p> <p>09.12.21 - Telephone call with agent discussing proposed terms</p> <p>09.12.21 - Email from agent confirming instruction</p> <p>15.12.21 - Telephone call with agent discussing proposed terms</p> <p>16.12.21 - Email to agent providing previous correspondence</p> <p>17.12.21 - Telephone call to get update on sale and heads of terms proposed</p> <p>17.12.21 - Email response with further marked up heads of terms and response on comparable evidence provided</p> <p>22.12.21 - Email sent to agent with code of practice and deed of grant</p> <p>05.01.22 - Email from Agent clarifying if document have been</p>	Josh Balsdon - Carver Knowles

		<p>issued directly to landowners and response from FG</p> <p>11.01.22 - Meeting with Agent to discuss terms</p> <p>12.01.22 - Email from agent with comparable evidence schedule</p> <p>14.01.22 - Email from agent with amended Lynch's terms</p> <p>17.01.22 - Email issuing amended terms</p> <p>18.01.22 - Meeting with landowner and agent to discuss terms and land use</p> <p>27.01.22 - Telephone call with agent to discuss terms</p> <p>27.01.22 - Email to agent with updated terms</p> <p>28.01.22 - Email from agent regarding solicitors fees</p> <p>01.02.22 - Email from agent regarding solicitor fee quote</p> <p>04.02.22 - Email from agent confirming heads of terms are agreed and response to confirm legal instruction</p> <p>01.03.22 - Email regarding legal instruction and costs.</p> <p>09.03.22 - Email from agent requesting update on solicitors instruction</p> <p>19.04.22 - Email to notify of proposed walkover</p> <p>12.05.22 - Email to arrange access for GI surveys</p> <p>04.08.22 - Tell call with landowner regarding access rights and land sale</p> <p>10.08.22 - Email to agent regarding GI surveys.</p> <p>18.08.22 - Phone call with agent regarding GI surveys.</p> <p>18.08.22 - Email to agent regarding GI surveys.</p>	
<p>Susan Ismay Robert Ismay</p>	<p>Alison James</p> <p>Gallipot Farm Evesham Road Broadway Worcestershire WR12 7HU</p>	<p>25.02.21 - Letter - Request to enter, survey access license</p> <p>21.05.22 - Returned license for surveys</p> <p>04.08.21 - Letter updating on project and confirming lands rights will be required</p> <p>15.10.21 - Telephone call in advance of terms being issued</p> <p>22.10.21 - Letter / Email / Telephone call - Issue of heads of</p>	<p>Charles Daniell - CP Daniells</p>

		<p>terms for voluntary agreement</p> <p>02.11.22 - Telephone call regarding terms</p> <p>25.11.22 - Telephone call negotiating terms</p> <p>29.11.21 - Email - agents feedback on proposed terms</p> <p>15.12.21 - Email - FG issued response on the points raised</p> <p>22.12.21 - Email sent to agent with code of practice and deed of grant</p> <p>06.01.22 - Email - feedback on code of practice from agent</p> <p>11.01.212- Email - Further negotiation of terms sent by FG.</p> <p>18.01.22 - Email - Further points raised by the agent.</p> <p>24.01.22 - Email / Telephone call - ongoing negotiations sent by FG</p> <p>26.01.22 - Email / Telephone call - FG clarifying CPO point raised by agent.</p> <p>28.01.22 - Email - clarification on outstanding points from agent</p> <p>31.01.22 - Email - FG issue revised markup HoT's to reflect changes agreed.</p> <p>02.02.22 - Email to agent confirming status of signed terms.</p> <p>10.02.22 - Email further correspondence to confirm status of signed terms</p> <p>11.02.22 - Telephone call discussing terms</p> <p>16.02.22 - Telephone call discussing terms</p> <p>17.02.22 - Telephone call discussing terms</p> <p>18.02.22 - Email - signed agreements received</p> <p>14.03.22 - Email informing agent of required survey access</p> <p>12.05.22 - Email to arrange access for GI surveys</p> <p>23.05.22 - Email to discuss GI surveys</p> <p>08.06.22 - Telephone call regarding progress with solicitors</p> <p>28.06.22 - Email to discuss GI surveys</p> <p>06.07.22 - Record of condition with landowner.</p> <p>14.07.22 - Email to agent regarding GI surveys.</p> <p>01.08.22 - Email to agent</p>	
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		<p>regarding GI surveys.</p> <p>08.06.22 - Telephone call regarding progress with solicitors</p> <p>10.08.22 - Email to agent regarding GI surveys.</p> <p>11.08.22 - Telephone call requesting access for post works RoC</p> <p>26.08.22 - Email to agent regarding GI surveys.</p> <p>28.09.22 - Email to agent regarding GI surveys.</p> <p>06.12.22 - Email to agent regarding geo-phys surveys</p> <p>12.12.22 - Email regarding payments</p> <p>06.01.23 - Email regarding geo-phys</p>	
<p>Barry David Westby The Personal Representative of David Richard Westby (Deceased)</p>	<p>Gallipot House Evesham Road Broadway WR12 7HU</p>	<p>25.02.21 - Letter - Request to enter, survey access license</p> <p>04.08.21 - Letter updating on project and confirming lands rights will be required</p> <p>15.10.21 - Telephone call in advance of terms being issued</p> <p>22.10.21 - Letter / Email / Telephone call - Issue of heads of terms for voluntary agreement</p> <p>02.11.22 - Telephone call regarding terms</p> <p>25.11.22 - Telephone call negotiating terms</p> <p>29.11.21 - Email - agents feedback on proposed terms</p> <p>15.12.21 - Email - FG issued response on the points raised</p> <p>22.12.21 - Email sent to agent with code of practice and deed of grant</p> <p>06.01.22 - Email - feedback on code of practice from agent</p> <p>11.01.212- Email - Further negotiation of terms sent by FG.</p> <p>18.01.22 - Email - Further points raised by the agent.</p> <p>24.01.22 - Email / Telephone call- ongoing negotiations sent by FG</p> <p>26.01.22 - Email // Telephone call- FG clarifying CPO point raised by agent.</p> <p>28.01.22 - Email - clarification on outstanding points from agent</p> <p>31.01.22 - Email - FG issue revised</p>	<p>Charles Daniell - CP Daniells</p>

		<p>markup HoT's to reflect changes agreed.</p> <p>02.02.22 - Email to agent confirming status of signed terms.</p> <p>10.02.22 - Email further correspondence to confirm status of signed terms</p> <p>11.02.22 - Telephone call discussing terms</p> <p>16.02.22 - Telephone call discussing terms</p> <p>17.02.22 - Telephone call discussing terms</p> <p>18.02.22 - Email to agent seeking confirmation of status of terms</p> <p>22.02.22 - Email - signed terms received</p> <p>12.05.22 - Email to arrange access for GI surveys</p> <p>24.05.22 - Email to discuss GI surveys</p> <p>31.05.22 - Email to discuss GI surveys</p> <p>08.06.22 - Telephone call regarding progress with solicitors</p> <p>28.06.2022 - Email to discuss GI surveys</p> <p>10.08.22 - Email to agent regarding GI surveys.</p> <p>11.08.22 - Telephone call requesting access for post works RoC</p> <p>26.08.22 - Email to agent regarding GI surveys.</p> <p>28.09.22 - Email to agent regarding GI surveys.</p>	
Benjamin Peter Days & Helen Ann Days	White Lodge Farm Evesham Road Broadway Worcestershire WR12 7HU	<p>25.02.21 - Letter - Request to enter, survey access license</p> <p>04.08.21 - Letter updating on project and confirming lands rights will be required</p> <p>15.10.21 - Telephone call in advance of terms being issued</p> <p>22.10.21 - Letter / Email Telephone call - Issue of heads of terms for voluntary agreement</p> <p>02.11.22 - Telephone call regarding terms</p> <p>25.11.22 - Telephone call negotiating terms</p> <p>29.11.21 - Email - agents feedback on proposed terms</p> <p>15.12.21 - Email - FG issued response on the points raised</p>	Charles Daniell - CP Daniells

		<p>17.12.21 - Email - Issue of lease heads of terms</p> <p>22.12.21 - Email sent to agent with code of practice and deed of grant</p> <p>06.01.22 - feedback on code of practice and response on lease terms and issued on the farm.</p> <p>11.01.212- Email - Further negotiation of terms sent by FG.</p> <p>18.01.22 - Email - Further points raised by the agent.</p> <p>24.01.22 - Email / Telephone call - ongoing negotiations sent by FG</p> <p>26.01.22 - Email / Telephone Call - FG clarifying CPO point raised by agent.</p> <p>27.01.22 - Email - Marked up lease HoT's issued back to agent</p> <p>28.01.22 - Email - clarification on outstanding points from agent</p> <p>31.01.22 - Email - FG issue revised markup HoT's to reflect changes agreed.</p> <p>02.02.22 - Email to agent confirming status of signed terms.</p> <p>10.02.22 - Email further correspondence to confirm status of signed terms</p> <p>11.02.22 - Email - agent raised BPD and barn proximity</p> <p>11.02.22 - Telephone call discussing terms</p> <p>16.02.22 - Telephone call discussing terms</p> <p>17.02.22 - Telephone call discussing terms</p> <p>15.02.22 - Email - agent raised additional points</p> <p>16.02.22 - Email - FG provide response on points raised</p> <p>18.02.22 - Email - arranging meeting for Japanese knotweed</p> <p>24.02.22 - Email from agent regarding knotweed</p> <p>25.02.22 - Email to agent regarding Knotweed</p> <p>07.03.22 - Email and telephone call regarding letter to be sent to landowner</p> <p>14.03.22 - Email informing agent of required survey access</p> <p>16.03.22 - Email confirming basis of payment calculation</p> <p>22.03.22 - Telephone call regarding terms</p>	
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		<p>28.03.22 - Telephone call to update on progress</p> <p>07.04.22 - Email to agent with updated terms</p> <p>07.04.22 - Telephone call regarding terms</p> <p>07.04.22 - Email from agent regarding the terms amended</p> <p>14.04.22 - Email with further amendment to terms</p> <p>26.04.22 - Email to and from agent arranging meeting</p> <p>27.04.22 - Email regarding meeting dates</p> <p>28.04.22 - Email regarding meeting content</p> <p>03.05.22 - Meeting to discuss knotweed, BPD</p> <p>09.05.22 - Email to follow up on Knotweed and Barn proximity</p> <p>16.05.22 - Email regarding follow up letter to landowner and response from agent</p> <p>23.05.22 - Email from agent to confirm agreements are largely agreed save for a couple of final points and email regarding letter issued from NG to landowner directly</p> <p>27.06.22 - email from agent confirming landowner is satisfied with the agreements</p> <p>27.06.22 - Email to agent confirming receipt</p> <p>28.06.22 - Email to agent regarding GI surveys.</p> <p>06.07.22 - Record of condition with landowner.</p> <p>14.07.22 - Email to agent regarding GI surveys.</p> <p>01.08.22 - Email to agent regarding GI surveys.</p> <p>10.08.22 - Email to agent regarding GI surveys.</p> <p>11.08.22 - Telephone call requesting access for post work RoC</p> <p>12.08.22 - Met with B P Days for the post work RoC</p> <p>26.08.22 - Email to agent regarding GI surveys.</p> <p>28.09.22 - Email to agent regarding GI surveys.</p> <p>05.10.22 - Email to agent regarding GI surveys.</p>	
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		<p>05.10.22 – Email regarding fees 25.11.22 - Email regarding GI 05.01.23 - Email to confirm access for geo-phys surveys . 16.01.23 - Email regarding payments</p>	
<p>Judith Hustler / Alwyn Beryl Warren</p>	<p>Oldwell Farm Murcot Road Childswickham Broadway Worcestershire WR12 7HR</p>	<p>25.02.21 - Letter - Request to enter, survey access license 13.03.21 - Returned license for surveys 04.08.21 - Letter updating on project and confirming lands rights will be required 09.09.21 - Telephone call regarding survey access and update on scheme 22.10.21 - Letter issuing heads of terms for voluntary agreement 27.10.21 - Email from agent confirming instruction 01.11.21 - Email issuing copy of terms 05.11.21 - Email from agent providing initial comments on heads of terms 11.11.21 - Email confirming instruction from all parties 15.11.21 - Email additional comments received from agent on proposed terms 29.11.21 - Email with comments on proposed terms 22.11.21 - Email from agent requesting extension to incentive period 01.12.21 - Email with 'appendix 1' from agent proposed to be annexed to the agreement 02.12.21 - Telephone call discussing proposed terms 03.12.21 - Email with agent confirming extension of the incentive period 03.12.21 - Letter from agent raising concerns with the project 08.12.21 - Email from agent with additional comments on heads of terms and comparable evidence for land sales 09.12.21 - Telephone call with agent discussing proposed terms 15.12.21 - Telephone call with agent discussing proposed terms 17.12.21 - Email response with</p>	<p>Josh Balsdon - Carver Knowles</p>

		<p>further marked up heads of terms and response on comparable evidence provided</p> <p>17.12.21 - Email from agent clarifying evidence provided</p> <p>19.01.22 - Email from agent with additional comments on heads of terms</p> <p>22.12.21 - Email sent to agent with code of practice and deed of grant</p> <p>26.01.22 - Email providing additional plan and comments on term queries</p> <p>05.01.22 - Email from Agent clarifying if document have been issued directly to landowners and response from FG</p> <p>11.01.22 - Meeting with Agent to discuss terms</p> <p>12.01.22 - Email from agent with comparable evidence schedule</p> <p>28.01.22 - Email from agent regarding solicitors fees</p> <p>31.01.22 - Email from agent with signed heads of terms</p> <p>09.03.22 - Email from agent requesting update on solicitors instruction</p> <p>19.04.22 - Email to notify of proposed walkover</p> <p>12.05.22 - Email regarding GI surveys</p> <p>28.06.22 - Email regarding GI surveys</p> <p>11.07.22 - Email to agent regarding GI surveys.</p> <p>22.07.22 - Email to agent regarding GI surveys.</p> <p>29.07.22 - Email to agent regarding GI surveys.</p> <p>10.08.22 - Email to agent regarding GI surveys.</p> <p>18.08.22 - Phone call with agent regarding GI surveys.</p> <p>18.08.22 - Email regarding GI surveys.</p> <p>12.09.22 - Email to agent regarding claim.</p> <p>12.09.22 - Email to agent regarding voluntary agreement.</p> <p>24.11.22 - Email to agent</p> <p>10.01.23 - Email to agent regarding option</p>	
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<p>Michael Phelps James</p>	<p>Lower Murcot Farm Childswickham Broadway Worcestershire WR12 7HS</p>	<p>25.02.21 - Letter - Request to enter, survey access license 25.03.21 - Email to confirming instruction 26.03.21 - Email from agent requesting copy of survey access license. 29.03.21 - Email from agent confirming tenancy information 04.08.21 - Letter updating on project and confirming lands rights will be required 22.10.21 - letter - issue of heads of heads of terms 15.11.21 - Email additional comments received from agent on proposed terms 22.11.21 - Email from agent requesting extension to incentive period 01.12.21 - Email with 'appendix 1' from agent proposed to be annexed to the agreement 02.12.21 - Telephone call discussing proposed terms 03.12.21 - Email with agent confirming extension of the incentive period 03.12.21 - Letter from agent raising concerns with the project 08.12.21 - Email from agent with additional comments on heads of terms and comparable evidence for land sales 09.12.21 - Telephone call with agent discussing proposed terms 15.12.21 - Telephone call with agent discussing proposed terms 17.12.21 - Email response with further marked up heads of terms and response on comparable evidence provided 17.12.21 - Email from agent clarifying evidence provided 22.12.21 - Email sent to agent with code of practice and deed of grant 05.01.22 - Email from Agent clarifying if document have been issued directly to landowners and response from FG 11.01.22 - Meeting with Agent to discuss terms 12.01.22 - Email from agent with comparable evidence schedule 17.01.22 - Email issuing amended</p>	<p>Josh Balsdon - Carver Knowles</p>
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		<p>terms</p> <p>19.01.21 - Email from agent regarding solicitors quote</p> <p>26.01.22 - Email responding to various points raised in the heads of terms and response from agent</p> <p>31.01.22 - Email with signed heads of terms</p> <p>28.01.22 - Email from agent regarding solicitors fees</p> <p>09.03.22 - Email from agent requesting update on solicitors instruction</p> <p>19.04.22 - Email to notify of proposed walkover</p> <p>12.05.22 - Email to arrange access for GI surveys</p> <p>13.05.22 - Email regarding GI surveys</p> <p>28.06.22 - Email regarding GI surveys</p> <p>11.07.22 - Email to agent regarding GI surveys.</p> <p>22.07.22 - Email to agent regarding GI surveys.</p> <p>29.07.22 - Email to agent regarding GI surveys.</p> <p>10.08.22 - Email to agent regarding GI surveys.</p> <p>18.08.22 - Email regarding GI surveys.</p> <p>18.08.22 - Phone call with agent regarding GI surveys.</p>		
<p>Martin Perry</p> <p>Helen Perry</p>	<p>Richard</p> <p>Elizabeth</p>	<p>Mount Pleasant Farm</p> <p>Hinton Road</p> <p>Childswickham</p> <p>Broadway</p> <p>WR12 7HZ</p>	<p>25.02.21 - Letter - Request to enter, survey access license</p> <p>18.03.21 - Returned license for surveys</p> <p>25.03.21 - Email to confirm instruction</p> <p>04.08.21 - Letter updating on project and confirming lands rights will be required</p> <p>22.10.21 - letter - issue of heads of heads of terms</p> <p>05.11.21 - Email from agent providing initial comments on heads of terms</p> <p>15.11.21 - Email additional comments received from agent on proposed terms</p> <p>22.11.21 - Email from agent requesting extension to incentive period</p> <p>29.11.21 - Email from agent</p>	<p>Josh Balsdon -</p> <p>Carver Knowles</p>

		<p>requesting additional information on lagoon area</p> <p>30.11.21 - Email from agent with comments on draft terms and marked up plan</p> <p>01.12.21 - Email with 'appendix 1' from agent proposed to be annexed to the agreement</p> <p>02.12.21 - Telephone call discussing proposed terms</p> <p>03.12.21 - Email with agent confirming extension of the incentive period</p> <p>03.12.21 - Letter from agent raising concerns with the project</p> <p>08.12.21 - Email from agent with additional comments on heads of terms and comparable evidence for land sales</p> <p>09.12.21 - Telephone call with agent discussing proposed terms</p> <p>15.12.21 - Telephone call with agent discussing proposed terms</p> <p>17.12.21 - Email response with further marked up heads of terms and response on comparable evidence provided</p> <p>17.12.21 - Email from agent clarifying evidence provided</p> <p>22.12.21 - Email sent to agent with code of practice and deed of grant</p> <p>05.01.22 - Email from Agent clarifying if document have been issued directly to landowners and response from FG</p> <p>11.01.22 - Meeting with Agent to discuss terms</p> <p>12.01.22 - Email from agent with comparable evidence schedule</p> <p>17.01.22 - Email issuing amended terms</p> <p>20.01.22 - Meeting with landowner, agent, NG and FG</p> <p>24.01.22 - Email with revised heads of terms</p> <p>26.01.22 - Email providing updated drafts with clean plan</p> <p>28.01.22 - Email from agent regarding solicitors fees</p> <p>31.01.22 - Email from agent with signed heads of terms</p> <p>09.03.22 - Email from agent requesting update on solicitors instruction</p> <p>04.04.22 - Email from agent</p>	
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		<p>requesting update on solicitors instruction</p> <p>19.04.22 - Email to notify of proposed walkover</p> <p>12.05.22 - Email to arrange access for GI surveys</p> <p>13.05.22 - Email regarding GI surveys</p> <p>17.05.22 - Email to agent regarding GI surveys.</p> <p>24.05.22 - Email to agent regarding GI surveys.</p> <p>25.05.22 - Email to agent regarding walkover survey.</p> <p>30.05.22 - Email to agent regarding GI surveys.</p> <p>20.06.22 - Email to agent regarding GI surveys.</p> <p>21.06.22 - Email to agent regarding GI surveys.</p> <p>28.06.22 - Email to agent regarding GI surveys.</p> <p>11.07.22 - Email to agent regarding GI surveys.</p> <p>14.07.22 - Email to agent regarding GI surveys.</p> <p>25.07.22 - Email to agent regarding GI surveys.</p> <p>27.07.22 - Email to agent regarding GI surveys.</p> <p>29.07.22 - Email to agent regarding GI surveys.</p> <p>10.08.22 - Email to agent regarding GI surveys.</p> <p>22.08.22 - Email to agent regarding additional claim for GI surveys.</p> <p>26.08.22 - Email to agent regarding claim for GI surveys.</p> <p>09.09.22 - Email to agent regarding claim for GI surveys.</p> <p>26.09.22 - Email to agent regarding claim for GI surveys.</p> <p>27.02.23 - Email to agent regarding option</p>	
<p>The House of The Open Door Community Trust, Thomas Patrick Gorman, Maria Skorupska, Klara Smrcinova and</p>	<p>House of the Open Door Community Trust Childswickham House Buckland Road Childswickham</p>	<p>25.02.21 - Letter - Request to enter, survey access license</p> <p>24.03.21 - Signed survey consent received</p> <p>04.08.21 - Letter updating on project and confirming lands rights will be required</p> <p>06.09.21 - Email from agent confirming ownership details and</p>	<p>Adrian Cannon</p>

Lynda Watson	Denise Broadway WR12 7HH	instruction 22.10.21 - Letter and Heads of terms issued 26.10.21 - Email to agent proving a copy of the terms issued 17.11.21 - Telephone call with agent to discuss terms and additional documents 18.11.21 - Email to agent providing additional documents requested 04.12.21 - Email from agent with comparable land sales 08.12.21 - Email from agent seeking confirmation of receipt 14.12.21 - Response to agent providing clarity on extension to incentive period 22.12.21 - Email sent to agent with code of practice and deed of grant 18.01.22 - Email from agent chasing comparable data 21.01.22 - Email from agent requesting clarity on incentive deadline 28.01.22 - Email to agent providing comparable data and incentive deadline 02.02.22 - Email from agent confirming advice to client to accept proposed terms 03.02.22 - Confirmation of accepted terms and solicitors details 04.02.22 - Confirmation of solicitors details from agent 10.02.22 - updated terms issued to reflect terms agreed via correspondence 14.02.22 - Email from agent containing signed heads of terms 26.05.22 - Email to arrange access for GI surveys 22.08.22 - Email regarding water monitoring equipment.	
Rosemary Shufflebotham	Avondale House Hinton Road Childswickham Broadway Worcestershire WR12 7HZ	25.02.21 - Letter - Request to enter, survey access license 25.03.21 - Email to confirm instruction 01.04.21 - Returned license for surveys 14.04.21 - Email from agent regarding surveys access license 04.08.21 - Letter updating on	Josh Balsdon - Carver Knowles

		<p>project and confirming lands rights will be required</p> <p>04.08.21 - Email from agent confirming change in ownership</p> <p>22.10.21 - letter - issue of heads of heads of terms</p> <p>05.11.21 - Email from agent providing initial comments on heads of terms</p> <p>15.11.21 - Email additional comments received from agent on proposed terms</p> <p>22.11.21 - Email from agent requesting extension to incentive period</p> <p>01.12.21 - Email with 'appendix 1' from agent proposed to be annexed to the agreement</p> <p>01.12.21 - Email from agent with comments on proposed terms and marked up plan.</p> <p>02.12.21 - Telephone call discussing proposed terms</p> <p>03.12.21 - Email with agent confirming extension of the incentive period</p> <p>03.12.21 - Letter from agent raising concerns with the project</p> <p>08.12.21 - Email from agent with additional comments on heads of terms and comparable evidence for land sales</p> <p>09.12.21 - Telephone call with agent discussing proposed terms</p> <p>15.12.21 - Telephone call with agent discussing proposed terms</p> <p>17.12.21 - Email response with further marked up heads of terms and response on comparable evidence provided</p> <p>17.12.21 - Email from agent clarifying evidence provided</p> <p>22.12.21 - Email sent to agent with code of practice and deed of grant</p> <p>05.01.22 - Email from Agent clarifying if document have been issued directly to landowners and response from FG</p> <p>11.01.22 - Meeting with Agent to discuss terms</p> <p>12.01.22 - Email from agent with comparable evidence schedule</p> <p>17.01.22 - Email issuing amended terms</p> <p>19.01.22 - Email with final</p>	
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		<p>comments from agent on heads of terms</p> <p>26.01.22 - Email issuing agreed copy of heads of terms</p> <p>01.02.22 - Email from agent with signed heads of terms</p> <p>28.01.22 - Email from agent regarding solicitors fees</p> <p>09.03.22 - Email from agent requesting update on solicitors instruction</p> <p>19.04.22 - Email to notify of proposed walkover</p> <p>12.05.22 - Email to arrange access for GI surveys</p> <p>13.05.22 - Email regarding GI surveys</p> <p>30.05.22 - Email regarding GI surveys</p> <p>28.06.2022 - Email regarding GI surveys</p> <p>30.06.22 - Email to agent regarding GI surveys.</p> <p>30.06.22 - Phone call to discuss GI works.</p> <p>07.07.22 - Email to agent regarding GI works.</p> <p>11.07.22 - Email to agent regarding GI works</p> <p>13.07.22 - Email to agent regarding GI works.</p> <p>29.07.22 - Email to agent regarding GI surveys.</p> <p>04.08.22 - Phone call regarding GI surveys.</p> <p>04.08.22 - Email regarding GI surveys.</p> <p>10.08.22 - Email to agent regarding GI surveys.</p> <p>22.08.22 - Email to agent regarding additional claim for GI surveys.</p>	
<p>Sarah Jane Day Martin John Day Catherine Wilson Ian John Wilson</p>	<p>Greet Farm Greet Road Winchcombe Cheltenham Gloucestershire GL54 5LB</p>	<p>25.02.21 - Letter - Request to enter, survey access license</p> <p>04.08.21 - Letter updating on project and confirming lands rights will be required</p> <p>22.10.21 - Letter - issue of heads of heads of terms</p> <p>12.11.21 - Email from landowner with signed heads of terms attached and confirmation of receipt and solicitors details</p> <p>26.03.22 - Email to landowner</p>	

		<p>regarding upcoming surveys</p> <p>31.03.22 - telephone call / Email confirming bank details and discussing survey access</p> <p>12.05.22 - Email to arrange access for GI surveys</p> <p>23.06.22 - Telephone call to discuss payments</p> <p>31.05.22 - Telephone call to discuss access for GI surveys</p> <p>31.05.22 - Email to discuss GI surveys</p> <p>28.06.22 - Email regarding GI surveys</p> <p>01.07.22 - Email to landowner regarding GI surveys.</p> <p>19.07.22 - Email to landowner regarding GI surveys.</p> <p>10.08.22 - Phone call with landowner regarding works.</p> <p>17.08.22 - site meeting with landowner to review GI works completed.</p> <p>26.08.22 - Email to agent regarding claim for GI works.</p> <p>28.10.22 - Email regarding CPO and payments.</p>	
Mark John Russell	The Willows Wormington Broadway Worcestershire WR12 7NL	<p>25.02.21 - Letter - Request to enter, survey access license</p> <p>04.08.21 - Letter updating on project and confirming lands rights will be required</p> <p>01.09.21 - Letter - Further request to enter survey access license</p> <p>22.10.21 - Letter issuing heads of terms</p> <p>05.11.21 - Email from agent providing initial comments on heads of terms</p> <p>09.11.21 - Email from agent with additional comments on the proposed terms and response provided</p> <p>15.11.21 - Email from agent requesting word copy of terms proposed</p> <p>15.11.21 - Email additional comments received from agent on proposed terms</p> <p>16.11.21 - Telephone call with Andrew discussing terms</p> <p>22.12.21 - Email issuing revised terms, code of practice and draft deed</p>	Andrew Troughton - Carver Knowles

		<p>12.01.22 - Email from agent with crop loss claim for drainage works</p> <p>14.01.22 - Email from agent with response on proposed terms</p> <p>03.02.22 - Email to agent addressing all outstanding items raised and response from agent</p> <p>04.02.22 - Email further response from agent on items proposed and response from FG</p> <p>07.02.22 - Email from agent in response to terms issued and comments</p> <p>15.02.22 - Email from agent confirming approval in principle of easement heads of terms but not compound area</p> <p>17.02.22 - Email to agent attaching updated heads of terms for easement</p> <p>11.03.22 - Email to agent confirming process for drainage matters to follow</p> <p>08.04.22 - Email regarding payment date for drainage works</p> <p>19.04.22 - Email from agent regarding payment and response from NG</p> <p>27.04.22 - Email from agent to confirm payment hasn't been received</p> <p>11.05.22 - Email to confirm bank details for outstanding payment</p> <p>12.05.22 - Email regarding GI surveys</p> <p>12.05.22 - Email from agent confirming bank details and that's further repair hasn't been undertaken on the concrete track</p> <p>27.05.22 - Email from agent confirming payment received for drainage but not crop loss</p> <p>14.06.22 - Email regarding walkover surveys</p> <p>12.05.22 - Email regarding GI surveys</p> <p>14.06.22 - Email regarding walkover surveys</p> <p>15.06.22 - Email with crop loss claim forms for landowners signature</p> <p>22.06.22 - Signed claim forms received for crop loss claim and confirmation from agent that the landowner will not consider</p>	
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		<p>voluntary agreements until monies received and concrete repaired, 22.06.22 - Email to agent chasing progress with legal on the voluntary agreements 04.07.22 - Email from agent confirming monies received and landowner will consider terms once repair is undertaken to the track. 25.07.22 - telephone message and email regarding specification for concrete track repair 28.07.22 - Email and message to agent regarding GI works and concrete track repair 04.08.22 - Email and message for agent regarding date for concrete track repair and GI 09.08.22 - Telephone call and emails to agent regarding GI works and notice in respect of GI 10.08.22 - Telephone call to agent in relation to the GI works. 25.08.22 - Email to agent regarding GI works following service of Notice. 31.08.22 - Email to agent regarding GI surveys. 31.08.22 - Email to agent regarding GI surveys. 01.09.22 - Email to agent regarding GI surveys. 28.09.22 - Email to agent regarding GI surveys. 30.09.22 - Email & telephone call with agent regarding GI surveys.</p>	
Gardenwise Limited	Manor Farm Wormington Broadway Worcestershire WR12 7NL	<p>25.02.21 - Letter - Request to enter, survey access license 26.05.21 - Meeting with landowner, agent, NG and FG to discuss scheme and outstanding issues 24.06.21 - Email to agent requesting walkover access 24.06.21 - Email from agent in relation to track repair required 04.08.21 - Letter updating on project and confirming lands rights will be required 01.09.21 - Letter - Further request to enter survey access license 02.09.21 - Email from agent regarding exposed wire on concrete track</p>	Andrew Troughton - Carver Knowles

		<p>19.10.21 - Email from agent for update on drainage matters</p> <p>22.10.21 - Letter issuing heads of terms</p> <p>22.10.21 - Email from agent regarding drainage issue and other outstanding matters that the landowner has with NG</p> <p>05.11.21 - Email from agent providing initial comments on heads of terms</p> <p>08.11.21 - Email from agent regarding combined approach, fees and to arrange a meeting</p> <p>09.11.21 - Email from agent with additional comments on the proposed terms and response provided and email regarding draft deed of easement</p> <p>09.11.22 - Email to agent addressing multiple points on draft heads of terms</p> <p>12.11.22 - Emails from agent regarding NG standard payments, compensation provisions, plans and outstanding matters between the landowner and NG.</p> <p>15.11.21 - Email from agent requesting word copy of terms proposed</p> <p>15.11.21 - Email additional comments received from agent on proposed terms</p> <p>16.11.21 - Telephone call with Andrew discussing terms</p> <p>19.11.21 - Email to agent with comments on heads of terms</p> <p>19.11.21 - Meeting with landowner, agent and FG to discuss terms and outstanding issues</p> <p>01.12.21 - Email from agent confirming outstanding queries</p> <p>03.12.21 - Letter from agent raising concerns with the project</p> <p>10.12.21 - Email to agent requesting a meeting to discuss outstanding matters</p> <p>13.12.21 - Email from agent raising outstanding queries</p> <p>21.12.21 - Email from agent raising payment query of draining invoice</p> <p>22.12.21 - Email issuing revised terms, code of practice and draft deed</p> <p>12.01.22 - Email from agent with</p>	
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		<p>crop loss claim for drainage works</p> <p>14.01.22 - Email from agent with response on proposed terms</p> <p>03.02.22 - Email to agent addressing all outstanding items raised and response from agent</p> <p>04.02.22 - Email further response from agent on items proposed and response from FG</p> <p>07.02.22 - Email from agent in response to terms issued and comments</p> <p>15.02.22 - Email from agent confirming approval in principle of easement heads of terms but not compound area</p> <p>18.02.22 - Email from agent to seek update on various matters and response from FG</p> <p>18.02.22 - Email from agent confirming that they are unwilling to move forward with the heads of terms as proposed</p> <p>02.03.22 - Email to agent confirming acknowledgement of his clients position and that NG are open to reaching an agreement should they re-consider</p> <p>02.03.22 - Email from agent confirming that the landowner will consider a future offer if one is made.</p> <p>11.03.22 - Email to agent confirming process for drainage matters to follow</p> <p>08.04.22 - Email regarding payment date for drainage works</p> <p>19.04.22 - Email from agent regarding payment and response from NG</p> <p>27.04.22 - Email from agent to confirm payment hasn't been received</p> <p>11.05.22 - Email issuing revised terms</p> <p>11.05.22 - Email response from agent confirming the terms haven't been reviewed</p> <p>11.05.22 - Email to confirm bank details for outstanding payment</p> <p>12.05.22 - Email from agent confirming bank details and that's further repair hasn't been undertaken on the concrete track</p> <p>27.05.22 - Email from agent</p>	
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		<p>confirming payment received for drainage but not crop loss</p> <p>27.05.22 - Email to agent confirming proposals regarding drainage and response from agent</p> <p>30.05.22 - Email back to agent on track, proposed terms and payments</p> <p>15.06.22 - Email from agent on terms and response from FG</p> <p>15.06.22 - Telephone call to agent to discuss terms proposed and no response received</p> <p>15.06.22 - Email with crop loss claim forms for landowners signature</p> <p>22.06.22 - Signed claim forms received for crop loss claim and confirmation from agent that the landowner will not consider voluntary agreements until monies received and concrete repaired,</p> <p>22.06.22 - Email to agent regarding payment date and feedback on terms</p> <p>22.06.22 - Email to agent regarding their position</p> <p>12.05.22 - Email regarding GI surveys</p> <p>14.06.22 - Email regarding walkover surveys</p> <p>25.07.22 - telephone message and email regarding specification for concrete track repair</p> <p>28.07.22 - Email and message to agent regarding GI works and concrete track repair</p> <p>04.08.22 - Email and message for agent regarding date for concrete track repair and GI</p> <p>09.08.22 - Telephone call and emails to agent regarding GI works and notice in respect of GI</p> <p>10.08.22 - Telephone call to agent in relation to the GI works.</p> <p>18.08.22 - Telephone message to agent regarding voluntary terms</p> <p>19.08.22 - Email to agent regarding voluntary terms issued.</p> <p>25.08.22 - Email to agent regarding GI works following service of Notice.</p> <p>31.08.22 - Email to agent regarding GI surveys.</p> <p>31.08.22 - Email to agent</p>	
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		<p>regarding GI surveys. 01.09.22 - Email to agent regarding GI surveys. 28.09.22 - Email to agent regarding GI surveys. 30.09.22 - Email & telephone call with agent regarding GI surveys.</p>	
<p>The Wyggeston's Hospital and Branch Trustee</p>	<p>Wyggeston's House 160 Hinckley Road Leicester LE3 0UX</p>	<p>25.02.21 - Letter - Request to enter, survey access license 14.06.21 Emails regarding survey access 28.07.21 Email - further survey access 02.09.21 - Letter updating on project and confirming lands rights will be required 01.09.21 - Letter - Further request to enter survey access license 10.09.21 - Email regarding survey access 21.09.21 - Telephone call and email - providing update on the project 13.10.21 - Telephone call to discuss issue of heads of terms 22.10.21 - Letter / Email - Heads of terms issued 30.11.21 - Email / telephone call - follow up correspondence on incentive payment issued 3.12.21 - Telephone Call - discussing terms and project 06.01.22 - Email 26.01.212- Telephone Call - chasing terms 27.01.22 - Telephone Call - chasing terms 27.01.22 - Email - requesting feedback on terms offered 28.01.22 - Telephone Call - attempt to speak to Andrew 4.02.22 - Email / Telephone Call - to seek update on terms 11.02.22 - Telephone Call - attempt to speak to Andrew 14.02.22 - Letter - Summary of engagement log and request for engagement on voluntary terms 25.02.22 - Email - regarding disturbance and project proposals 29.03.22 - Email - requesting walkover access 17.05.22 - Email - information regarding GI works</p>	<p>Andrew Robinson - Andrew Granger</p>

		<p>19.05.22 - Email regarding tenants details and meeting organisation</p> <p>26.05.22 - Meeting with Andrew, John Folkes and NG to discuss proposed works, GI works and understand issues surrounding entering voluntary agreements</p> <p>27.05.22 - Email - Follow up regarding GI works and site meeting.</p> <p>31.05.22 - Email - Further email regarding GI works</p> <p>06.06.22 - Phone call with tenant regarding GI works.</p> <p>10.06.22 - Letter/Email - Additional terms issued with revised plan</p> <p>10.06.22 - Meeting with John Fowke's to discuss GI works.</p> <p>24.06.22 - Phone call with tenant regarding GI works.</p> <p>12.07.22 - Email from agent regarding changes made to the agreed survey access</p> <p>13.07.22 - Response to agent confirming receipt</p> <p>09.08.22 - Phone call with tenant</p> <p>17.08.22 - Phone call with tenant</p> <p>22.08.22 - Phone call with tenant</p> <p>23.08.22 - Site meeting with tenant to review GI works.</p> <p>25.11.22 - Email regarding geophys</p> <p>15.12.22 - Email regarding geophys</p> <p>05.01.23 - Email regarding geophys</p>	
Canal & River Trust	<p>First Floor North Station House 500 Elder Gate Milton Keynes MK9 1BB</p> <p>Acting as Trustee of the Waterways Infrastructure Trust</p>	<p>02.12.21 - Email to updating on project and land rights required.</p> <p>03.12.22 - Email to discuss agreement and rights</p> <p>16.12.21 - Email to discuss agreement and rights</p> <p>04.01.22 - Email to discuss agreement and rights</p> <p>07.01.22 - Email to discuss consents</p> <p>01.02.22 - Email to issue HoT's</p> <p>01.02.22 - Phone call regarding HoT's</p> <p>14.02.22 - Email regarding voluntary agreement.</p> <p>25.03.22 - Email to confirm rights</p> <p>14.04.22 - Email to confirm</p>	Jacquie Watt

		<p>solicitor information</p> <p>04.05.22 - Email to confirm CPO timescales</p> <p>04.05.22 - Email to request engineering consent</p> <p>26.05.22 - Email to solicitor providing option plan and cross section plan</p> <p>20.06.22 - Email to solicitor checking instructions and suggesting call to discuss</p> <p>21.06.22 - Email to solicitor with undertaking for fees</p> <p>21.06.22 - Email to solicitor providing availability for call to discuss</p> <p>24.06.22 - Call to solicitor to discuss documentation to be utilised</p> <p>28.06.22 - Email regarding project interaction with undertaking.</p> <p>29.06.22 - Email regarding voluntary agreement.</p> <p>04.07.22 - Email to solicitor requesting copy mast agreement CRT/NGT to be provided with suite of amendments/variations</p> <p>12.08.22 - Email to solicitor confirming submission of CRT Form 1 and 2 and reference number, requesting confirmation that the requirements of the Mast Agreement have been met to allow progression of securing rights/offering alternative template to document voluntary rights required.</p> <p>18.08.22 - Email to solicitor chasing CRT instructions</p> <p>26.08.22 - Email to solicitor further chasing</p> <p>02.09.22 - Email to solicitor chasing CRT instructions and suggesting call to agree form of documents</p> <p>06.09.22 - Email to solicitor suggesting client's and engineers speak direct to understand what information is missing preventing voluntary agreement from progressing</p> <p>06.09.22 - Phone call regarding voluntary agreement.</p> <p>06.09.22 - Email regarding voluntary agreement.</p>	
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		<p>07.09.22 - Email regarding voluntary agreement.</p> <p>20.09.22 - Phone call regarding voluntary agreement.</p> <p>21.09.22 - Phone call regarding voluntary agreement.</p> <p>22.09.22 - Email to solicitor chasing whether Master Agreement can be utilised to document voluntary agreement</p> <p>26.09.22 - Email to solicitor chaser for further update/information</p> <p>27.09.22 - Phone call regarding voluntary agreement.</p> <p>06.10.22 - Email to solicitor confirming that both parties would enter into a supplemental deed of grant in the form attached to the principal deed of grant entered into on 29.03.19</p> <p>10.10.22 - Email to solicitor confirming NGT agreeable to the side letter proposal and requesting a draft</p> <p>17.10.22 - Email to solicitor chaser requesting form of side letter and confirmation that no other consents/approvals are required.</p> <p>18.10.22 - Email to solicitor with notification that CRT will receive a statutory notice in respect of NGT's CPO making but that NGT's intention was to continue negotiating voluntary land agreements with the respective landowners to secure the land rights needed</p> <p>21.10.22 - Email to solicitor explaining NGT strategy to include all landowners even where HoTs have been agreed and further chasing form of side letter.</p> <p>24.10.22 - Email to solicitor providing clarity on documentation to be entered into</p> <p>25.10.22 - Email to solicitor to clarify need to include all rights within CPO, hence inclusion of CRT land.</p> <p>21.11.22 - Email to solicitor with amendments to side letter returned</p> <p>09.12.22 - Email to solicitor with agreement to remove reference to discharge of water</p>	
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		<p>13.12.22 – Email to solicitor noting CRT have objected and querying who should be contacted</p> <p>15.12.22 – Email to agent confirming objection has been received and requesting availability for a call</p> <p>19.12.22 – Email to agent checking whether CRT will withdraw its objection following completion of the side letter</p> <p>22.12.22 – Email to agent chaser for availability for call to discuss withdrawal of objection</p> <p>12.01.23 – Telephone call to solicitor, message left re: plan</p> <p>12.01.23 – Email to solicitor following up on plan amendments to be attached to the side letter</p> <p>17.01.23 – Email to solicitor issuing revised plan provided by FG to be attached to the side letter</p> <p>26.01.23 – Email to solicitor with further revised plan</p> <p>03.02.23 – Email and letter to agent with formal response to CPO objection</p> <p>07.02.23 – Email to solicitor with further revised plan</p> <p>17.02.23 – Email to solicitor with amended side letter and plan with compare provided</p> <p>21.02.23 – Email to solicitor, comments on amendments provided</p> <p>03.03.23 – Email to solicitor with confirmation that further instructions are awaited</p> <p>07.03.23 – Email to solicitor with request for further amendments to letter to reference withdrawal of CPO objection</p>	
David Huck Farms Limited	Harborough Fields Farm Churchover Rugby Warwickshire CV23 0ER	<p>25.02.21 - Letter - Request to enter, survey access license</p> <p>02.09.21 - Letter updating on project and confirming lands rights will be required</p> <p>13.09.21 - Telephone call discussing project, and providing timelines</p> <p>22.09.21 - Email regarding survey access license</p> <p>13.10.21 - Telephone call to update on timelines</p>	Carter Jonas

		<p>14.10.22 - Telephone call with landowner regarding issue of terms and unregistered land</p> <p>22.10.21 - Letter issuing heads of terms</p> <p>25.10.21 - Telephone call regarding terms issued and impact on trees</p> <p>17.11.21 - Telephone call, agent confirmed she has recommended the proposed terms to her client</p> <p>23.11.21 - Telephone call / Email from agent raising points from the heads of terms and response back</p> <p>24.11.21 - telephone call / Email confirmation from the agent on proposed terms and confirmation of receipt</p> <p>28.03.22 - Email to arrange site meeting and email regarding consideration</p> <p>29.03.22 - Email to arrange meeting</p> <p>30.03.22 - Meeting with landowner, NG and FG to discuss trees impacted by the project</p> <p>05.04.22 - Email from agent for confirmation on tree protection</p> <p>12.05.22 - Email regarding GI surveys</p> <p>24.05.22 - Email regarding GI surveys</p> <p>31.05.22 - Email regarding trees</p> <p>13.06.22 - Email regarding trees</p> <p>28.06.22 - Email regarding trees</p> <p>28.06.22 - Email regarding GI surveys</p> <p>01.07.22 - Email regarding GI surveys.</p> <p>12.07.22 - Email regarding GI surveys.</p> <p>13.07.22 - Email regarding GI surveys.</p> <p>23.08.22 - Phone call with agent regarding GI surveys.</p> <p>09.09.22 - Email regarding drainage.</p> <p>09.09.22 - Phone call regarding drainage.</p> <p>22.09.22 - Email to agent regarding voluntary agreement.</p> <p>16.01.23 - Email to agent regarding option</p> <p>23.01.23 - Email to agent regarding option</p>	
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<p>Andrew Clarke William</p>	<p>Cross Farm Moss Lane Skelmersdale WN8 9TJ</p>	<p>25.02.21 - Letter - Request to enter, survey access license 01.09.21 - Letter - Further request to enter survey access license 02.09.21 - Letter updating on project and confirming lands rights will be required 17.02.22 - Email to agent confirming instruction and providing project info along with voluntary terms proposed 18.02.22 - Email from agent confirming instruction 02.03.22 - Telephone call to get update on terms 17.03.22 - Email to agent regarding voluntary terms 29.03.22 - Email to agent seeking feedback on proposed terms 30.03.22 - Email / telephone call to discuss proposed terms and agents fees. 30.03.22 - telephone call to discuss terms 31.03.22 - Email to confirm approval of terms and signed response 07.04.22 - Email following up on confirmation of solicitors 10.05.22 - Email confirming if solicitors have been instructed and response from agent 12.05.22 - Email regarding GI surveys 24.05.22 - Email regarding GI surveys 25.05.22 - Email to confirm walkover survey 26.05.22 - Email regarding GI surveys 31.05.22 - Email regarding GI surveys 06.06.22 - Email regarding GI surveys 28.06.22 - Email regarding GI surveys 20.07.22 - Email to agent confirming that NG wish to proceed with freehold acquisition 10.08.22 - Email to agent regarding GI surveys. 23.08.22 - Phone call with agent regarding GI surveys. 06.09.22 - Email to agent regarding GI surveys.</p>	<p>Henry Martin, Howkins and Harrisons</p>
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		12.09.22 - Email to agent regarding GI surveys. 25/11/22 Email regarding geophys	
Severn Trent Water Limited	Severn Trent Centre 2 St John's Street Coventry CV1 2LZ	13.01.22 - Email regarding lease 16.03.22 - Email regarding lease and crossings 06.05.22 - Telephone call regarding lease 06.05.22 - Email regarding lease 17.06.22 - Email regarding lease 19.07.22 - Email to agent regarding terms. 01.08.22 - Email to agent regarding terms. 10.08.22 - Issuing amended terms to agent. 16.08.22 - Chaser to agent regarding terms. 17.08.22 - Email to agent regarding terms. 24.08.22 - Email to agent regarding terms.	Richard Fisher - Fisher German
Mr D G H Jones & Mr I D J Jones	Bryncelyn, Tanyrhiw Farm, Cilfrew, Neath, Neath Port Talbot SA10 8NF	12.01.22 - Letter issuing terms 20.01.22 - Email regarding lease 25.01.22 - Email regarding lease 28.02.22 - Email regarding lease 09.03.22 - Email regarding lease 23.03.22 - Meeting with agent and landowner to discuss lease 07.07.22 - Issuing terms to agent for access easement. 08.07.22 - Email to agent regarding terms. 19.07.22 - Email to agent regarding terms. 25.07.22 - Email to agent regarding easement. 27.07.22 - Email to agent regarding terms. 10.08.22 - Email to agent regarding terms. 21.12.22 - Email from agent regarding objections 06.02.23 - Email regarding claim 22.02.23 - Email requesting claim 23.02.23 - Email regards claim 24.02.23 - Email regarding claim evidence 27.02.23 - Email regarding claim evidence	Jeremy Liley, John E Jeremy

<p>Mr D G Jones and Mrs C Jones</p>	<p>Plas Y Waun Farm, Plas Road, Rhos, Pontardawe, Neath SA8 3HD</p>	<p>20.04.22 - Letter issuing terms 20.04.22 - Email issuing terms 20.04.22 - Email discussing terms 26.04.22 - Email discussing terms 27.04.22 - Email to set up meeting 10.05.22 - Email to set up meeting 16.05.22 - Phone call to discuss lease 16.05.22 - Email to provide additional information of WGNP 20.05.22 - Email to discuss drainage 26.05.22 - Email regarding walkover survey 26.05.22 - Phone call to discuss walkover survey 07.06.22 - Email to discuss walkover survey and lease 09.06.22 - Email regarding lease site 23.06.22 - Email regarding lease site. 26.06.22 - Email to agent regarding terms. 06.07.22 - Email to agent regarding terms. 19.07.22 - Email to agent regarding terms. 01.08.22 - Email to agent regarding terms. 03.08.22 - Email to agent regarding terms. 09.08.22 - Email to agent regarding terms. 15.08.22 - Email to agent regarding terms. 16.08.22- Site meeting to discuss compound area. 19.08.22 - Phone call with agent regarding site visit. 19.08.22 - Email to agent regarding alternative compound area. 22.08.22 - Email to agent regarding compound area. 26.08.22 - Email to agent issuing new terms for compound area. 30.08.22 - Email to agent regarding voluntary agreement. 31.08.22 - Email to agent regarding voluntary agreement. 02.09.22 - Email to agent regarding voluntary agreement. 16.09.22 - Email to agent regarding voluntary agreement.</p>	<p>Andrew Thomas, Herbert Thomas</p> <p>R</p>
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		<p>28.09.22 - Email to agent regarding voluntary agreement.</p> <p>13.10.22 - Email to agent</p> <p>15.11.22 - Email to agent</p> <p>17.11.22 - Email to agent</p> <p>23.02.23 - Email to agent regarding abortive cost</p>	
<p>Ian Griffiths Kathleen Mavourneen Griffiths</p> <p>David and</p>	<p>Pipton Farm, Three Cocks, Brecon, Powys LD3 0SH</p>	<p>12.01.22 - Letter issuing terms</p> <p>17.03.22 - Email regarding lease</p> <p>05.04.22 - Email regarding lease</p> <p>09.05.22 - Email regarding lease</p> <p>26.05.22 - Email regarding lease</p> <p>06.06.22 - Email regarding lease</p> <p>08.06.22 - Meeting with agent and landowners to discuss lease</p> <p>13.06.22 - Email to issue amended terms</p> <p>24.06.22 - Email to discuss terms</p> <p>01.07.22 - Email to agent regarding terms for compound lease.</p> <p>06.07.22 - Email to agent regarding terms for compound lease.</p> <p>14.07.22 - Email to agent regarding terms for compound lease.</p> <p>27.02.23 - Email to agent regarding option</p>	<p>Matthew Nicholls, Sunderland's</p>
<p>National Grid Electricity Transmission plc</p>	<p>1 - 3 Strand, London, WC2N 5EH</p>	<p>09.02.22 - Email to understand extent of land to be occupied and current use</p> <p>17.03.22 - Follow up email to seek confirmation and email from agent confirming party dealing with the matter</p> <p>18.03.22 - Telephone message left for a call back</p> <p>31.03.22 - Follow up email to seek confirmation of area</p> <p>01.04.22 - Response confirming land use currently and area required for the works, including response from FG.</p> <p>24.04.22 - Telephone message left for a call back to discuss project</p> <p>25.04.22 - Telephone call with agent to discuss requirements and best way to document</p> <p>27.04.22 - request for documents to be provided from agent</p> <p>18.05.22 - Confirmation of requirements including a plan.</p>	<p>Luke Alford - Dalcour Maclaren</p>

		07.06.22 - Telephone call to discuss draft agreement 09.06.22 - Issue of Heads of Terms 10.06.22 - Acknowledgment of terms received 16.06.22 - Email to confirm client process 22.08.22 - Email to agent regarding compound. 24.08.22 - Email to agent regarding compound.	
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