

LAND AND NEGOTIATIONS

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

STATEMENT OF EVIDENCE

**JOE SENIOR
ASSOCIATE PARTNER
FISHER GERMAN LLP**

1. **QUALIFICATIONS AND EXPERIENCE**

1.1 My name is Joe Senior, I qualified as a chartered surveyor (MRICS) in 2016 and I am a fellow of the Central Association of Agricultural Valuers (FAAV).

1.2 I joined Fisher German ("FG") in 2014 after graduating from the Royal Agricultural University. I commenced working within FG's Chester office undertaking rural general professional work. After qualifying as a chartered surveyor in 2016 I joined FG's Worcester office.

1.3 I am an Associate Partner within the utilities and infrastructure department at FG. My current responsibilities include advising statutory undertaker and local authority clients on the acquisition of land and rights required for the delivery of large strategic and smaller scale infrastructure projects as well as providing advice relating to existing infrastructure assets and operational land.

1.4 Primary projects I have been involved with include:

1.4.1 Working on behalf of a regulated gas distribution business – Seconded Senior Land Officer, managing the West Midlands region consisting of the implementation of the land rights strategy and:

- Negotiations to acquire voluntary rights for new gas pipeline projects;
- Stakeholder engagement prior to working under existing rights in private land, including the settlement of compensation claims following works; and
- Negotiations to acquire freehold and leasehold land and the necessary ancillary rights for new and existing above ground gas infrastructure.

1.4.2 Advising a statutory water undertaker on the acquisition of land for the construction of a new reservoir and sewerage treatment works, including the necessary ancillary utility rights to operate the infrastructure. The negotiation of rights was run in conjunction with my client's compulsory purchase process.

1.4.3 Working on behalf of a statutory water undertaker to assist in delivering a Development Consent Order project. I am currently leading on the land discipline of the project, with my responsibilities including:

- Working within the project strategy team advising on land constraints to the design of both the linear apparatus and above ground infrastructure required;

- Providing strategic advice on the approach to seeking voluntary rights; and
- Facilitation of access for both intrusive and non-intrusive surveys to inform the scheme development.

1.4.4 Working on behalf of National Grid Gas Plc (now National Gas Transmission Plc¹ "NGT") for the delivery of the Western Gas Network Project ("the Project"). My role includes:

- Securing temporary rights voluntarily for non-intrusive and intrusive surveys;
- Implementation of statutory powers to facilitate survey access;
- Consultation with affected parties;
- Implementation of the land rights strategy;
- Negotiation of terms for the voluntary acquisition of land and rights.

2. **INTRODUCTION AND SCOPE OF EVIDENCE**

2.1 The structure of my statement of evidence is set out in paragraph 2.4 below.

2.2 In broad terms my statement will explain the strategy for the acquisition of land and rights required for the Project and engagement with persons with interests in the land included in the National Grid Gas Plc (Western Gas Network Project) Compulsory Purchase Order 2022 ("Order" and "Order Land"), and the current status of negotiations (as at the time of writing).

2.3 My statement of evidence explains that compulsory purchase powers would only be used where sufficient land rights could not be secured by voluntary agreement, and that bespoke packages of rights are being sought, tailored for particular works in order to keep them as specific and the impacts minimised in so far as possible.

2.4 My statement of evidence is structured as follows:-

- Section 3 provides a description of the Order Land;
- Section 4 provides an explanation of the need for the Order Land, including a description of the rights required;

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.

- Section 5 provides an explanation of the acquisition strategy for the Project;
- Section 6 provides a summary of the status of land negotiations, with an accompanying **Appendix** (Schedule of Engagement);
- Section 7 provides a summary of compliance with CPO Guidance;
- Section 8 covers consideration given to the outstanding objections made to the Order;
- Section 9 sets out my summary and conclusions;
- Section 10 is the declaration for my statement.

3. DESCRIPTION OF THE ORDER LAND

3.1 The Order Land can be broken down into four main geographic areas:

3.1.1 **Wormington to Honeybourne** located in Worcestershire and comprising of agricultural land. **(Shown on Order Maps 2 to 8- CD C2)**. The route of the new 9km stretch of pipeline passes through both arable and grass land. The land is largely Grade 3 land² with some Grade 2 land along the route, varying from Very Good to Good-to-Moderate. The route does not directly affect any residential curtilage or directly affect any farm buildings. It is reported that one parcel of land is proposed to be developed into an equine holding, this is subject to planning permission being obtained. 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 may need to be crossed using trenchless installation techniques which is further detailed in Section 4 of Mr Jordan Wright's statement of evidence on engineering.

3.1.2 **Churchover** located in Warwickshire and comprising of predominantly agricultural land. **(Shown on Order Map 1- CD C2)**. The route of the new 2km stretch of 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. The route impacts 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

² 'Grades' of land referred to are defined in the Agricultural Land Classification of England and Wales plans (published in 2010) (CD E9).

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 main. The working area also shares an access for a sewage pumping station, but this will not have any detrimental bearing on the operation of that site during or after the construction phase of the Project.

3.1.3 **Three Cocks** located in Powys and comprising arable and pasture land. **(Shown on Order Map 9- CD C2)**. This land is required during the construction phase only for the creation of a temporary construction compound and access thereto. The works interact with land comprising of Grade 2 classed as Good quality agricultural land. Following construction, the compound will be removed, and the land will be reinstated.

3.1.4 **Cilfrew-** Section 6 of Mr Jordan Wright's evidence on engineering details NGT's request to the Department for Energy Security and Net Zero, to modify the Order (if it is to be confirmed) to remove Plots 177, 178 & 179 (which comprise all the Order Land at Cilfrew) from the Order as they are no longer needed for the Project.

3.2 The Order Land largely comprises owner/occupied freehold grassland and arable farming units, with some let on tenancies including Agricultural Holdings Act 1986 (AHA 1986) Farm Business Tenancies (FBT's). I understand that some of the land parcels are farmed by others on contractual arrangements. A few of the units may be considered smallholdings or amenity land rather than commercial farms.

4. **NEED FOR THE ORDER LAND**

4.1 The Order Land comprises all of the land/land over which rights are required for the construction, operation, repair, maintenance and decommissioning of the Project. Section 4 of the evidence of Mr Jordan Wright (engineering), explains the works that need to be undertaken and the extent of land/land over which rights are required for those works.

4.2 NGT is taking a proportionate approach to acquisition and only seeks to acquire the freehold of land (and associated 'Security Rights') 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. (Please see paragraphs 4.23 and 4.24 of the evidence of Mr Jordan Wright (engineering) for more information).

- 4.3 In all other instances “packages” of rights will be acquired which have been tailored based on their purpose and allocated to specific Plots, so that unnecessary acquisition or encumbrance is avoided.
- 4.4 The rights packages are defined in full in the Order but can be summarised as follows:

| Name of Rights Package | Rights | Colour on Order Maps (CD C2) |
|-------------------------------------|---|-------------------------------------|
| 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 | Brown |

| | | |
|--|---|--|
| | <p>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</p> <p>remove, fell, trim or lop trees, bushes and other vegetation.</p> | |
|--|---|--|

4.5 The packaging of rights described above means that each Plot of land will only be subject to the acquisition of specific rights required over that Plot. For a more detailed explanation of each element of the works and the rights required for it, please see Section 4 of the evidence of Mr Jordan Wright.

5. **ACQUISITION STRATEGY**

5.1 NGT’s preference is always to secure land rights on a voluntary basis. NGT’s strategy is to engage with interested parties as early as possible, to explain the requirements of the project and the rights sought; seek understanding of the landowner’s/occupier’s particular concerns; and provide sufficient opportunity for questions and feedback through the acquisition process.

5.2 To help facilitate this, NGT’s land rights strategy provides a consistent methodology for acquiring rights for infrastructure projects incorporating CPO schemes. The strategy is used for all such projects and is under continuous review to ensure that it is still fit for purpose, treats people fairly, and meets the expectations of third parties.

5.3 In accordance with NGT’s Payment Schedule for New Gas Transmission Assets (**CD E2**) an offer was made of 80% of the assessed agricultural land value for the anticipated easement area. An incentive payment of a 20% uplift on the easement consideration (split between the tenant and landowner where appropriate) was offered to incentivise parties to engage with the voluntary terms in a timely manner. The incentive payment was linked to the return of the Heads of Terms (“HoTs”) and the completion of the legal documents. Despite many of the voluntary agreements not being completed by the incentive deadline NGT have sought to continue to offer the incentive where parties are working proactively towards a legally exchanged agreement.

5.4 The proposed voluntary HoTs were issued to the landowners and occupiers in late 2021 and early 2022. FG led on the negotiation of rights with affected parties with Charlotte Jones of FG and myself conducting most of the negotiations. Prior to, during, and since the negotiations of HoTs, landowners have been consulted on

the requirements for surveys and the Project's construction timelines. Following feedback from some landowners that additional information was needed on the practical aspects of the Project, NGT issued a code of practice document to further inform affected parties of the best practice that would be followed for the Project.

- 5.5 All of the land required for the delivery of the Project has been included in the Order even where HoTs have been agreed with landowners. This is necessary to ensure that NGT is able to complete the acquisition of land and rights in the event that acquisition by agreement in accordance with HoTs is, for whatever reason, not completed such as would prejudice the timely delivery of the Project.
- 5.6 NGT has however, as part of its HoTs negotiations, agreed not to exercise its powers of compulsory purchase pursuant to the Order (were it to be confirmed) in respect of the landowner's interests which are subject to the voluntary agreement, save in the event of:
- 5.6.1 a breach of the voluntary agreement (option agreement and/or lease or deed of grant) by the landowner;
 - 5.6.2 the voluntary agreement (option agreement and/or lease or deed of grant) being found to be illegal invalid or unenforceable;
 - 5.6.3 the landowner and/or any other third-party claiming ownership to any unregistered area of land forming part of the area in respect of which the landowner has been unable to deduce title and in respect of which NGT needs to exercise any compulsory acquisition powers to facilitate the Project.

6. **STATUS OF NEGOTIATIONS**

- 6.1 HoTs for the voluntary acquisition of rights were issued between 22nd October 2021 and 12th January 2022. Further HoTs were issued for rights between the 20th of April 2022 to the 14th of September 2022. Please see table below.
- 6.2 Following the initial issuing of draft HoTs, we (myself colleagues within FG) undertook various rounds of negotiations with affected parties tailoring the HoTs to reflect the specific circumstances present at each land holding.
- 6.3 HoTs have been agreed with all but two landowners (one of which is Mr Jones whose land at Cilfrew is no longer needed for the Project and whose objection to the Order- OBJ4- has now been withdrawn on that basis- please see section 8 below). Instructions have been passed to the respective legal representatives to document the voluntary rights in accordance with HoTs that have been agreed. As at the date of writing 7 agreements out of 26 have now legally exchanged.

| 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 accompany heads of terms | 10 th June 2022 |
| AGI – site access (Cilfrew) | Termed deed of Easement for access | 28 th June 2022 |
| Wormington to Honeybourne additional terms issued | Additional terms were issued to one party following a disposal of land. | 14 th September 2022 |

6.4 As referred to in section 6.3 above, HoTs are yet to be agreed with two landowners, namely:

6.4.1 **Mr I Miles** who owns land off Badsey lane on the Wormington to Honeybourne pipeline section, where voluntary rights are being sought for an Option for a Deed of Easement. Mr Miles bought the land in

September 2022 from Messer's Lynch, Wilson and Mitchell. HoTs were agreed with Mr Miles' predecessors and were in the process of being legally progressed at the time of sale. We understand that Mr Miles was aware of the Project at the time of purchase and contact was made with him in September 2022 following his purchase of the land. Mr Miles reports of an intention to redevelop the agricultural land into an equine holding / livery yard and we understand is in the process of preparing a planning application. Please see further detail in Section 8 below.

6.4.2 **Mr Jones** - The land has been requested to be removed from the Order and objection removed by the landowner.

6.5 An updated schedule of engagement with the parties has been prepared and is appended.

6.6 The table below summarises the existing state of negotiations:

| Total required | HoT's/ in negotiation | Rights refused | HoT's agreed | Agreements legally exchanged |
|----------------|-----------------------|----------------|--------------|------------------------------|
| 26 | 0 | 1 (Mr Miles) | 25 | 7 |

7. **COMPLIANCE WITH CPO GUIDANCE**

7.1 This section seeks to explain and demonstrate how the following paragraphs of the Department for Levelling Up, Housing and Communities Guidance on Compulsory Purchase process and The Crichel Down Rules (July 2019) ("**CPO Guidance**"- **CD A15**) have been complied with:

Paragraph 2 - The confirming authority will expect the acquiring authority to demonstrate that they have taken reasonable steps to acquire all of the land and rights included in the Order by agreement.

7.2 NGT's overarching lands rights strategy provides a consistent methodology for acquiring land and rights for NGT's infrastructure projects, in particular aimed at securing permanent rights to protect the long-term lifespan of the infrastructure. It promotes and enables effective and consistent communication with those who are most affected by NGT's proposals and embodies the principals of the CPO Guidance on seeking to acquire land and rights by negotiation if at all possible. It ensures that people are treated fairly and consistently, no matter where they live, and seeks to encourage landowners to enter into voluntary agreements and prompt long-term stakeholder relationships.

7.3 This statement of evidence sets out the acquisition strategy for the Project which is consistent with NGT's land rights strategy. NGT has engaged with the

landowners and other interested parties from an early stage and has sought to acquire the necessary land and associated rights voluntarily. NGT has sought to enter into agreements for land and rights, following the issue of HoTs.

- 7.4 Throughout the engagement period, I, and my colleagues within FG, have taken time to explain NGT's land rights requirements, kept landowners apprised of progress of the Project and considered feedback received. Amendments have been made to the voluntary terms to incorporate specific requirements of landowners where possible.
- 7.5 Offers (HoTs) have been made for the land and rights required and followed up with further letters and telephone correspondence as appropriate. Offers have been made for the rights which are fair, aim to treat everyone equally, and should be more favourable than what would be available to a landowner through the compulsory purchase process, in order to encourage voluntary agreement. Landowners have been encouraged to take professional advice, to reassure them of the merits of the offer or otherwise.
- 7.6 Where objections to the Order have been received, we have sought to engage with parties directly to address concerns raised and seek to resolve matters where possible.

Paragraph 2 – Compulsory purchase is intended as a last resort to secure the assembly of all the land needed for the implementation of projects. However, if an acquiring authority waits for negotiations to break down before starting the compulsory purchase process, valuable time will be lost. Therefore, depending on when the land is required, it may often be sensible, given the amount of time required to complete the compulsory purchase process, for the acquiring authority to plan a compulsory purchase timetable as a contingency measure and initiate formal procedures.

- 7.7 NGT's land rights strategy was implemented to help facilitate landowner engagement and to obtain voluntary agreements where possible. NGT's strong preference will always be to secure necessary land and rights by agreement on a voluntary basis. NGT's strategy with regards to compulsory purchase is to continue with voluntary negotiations whilst progressing compulsory purchase procedure in parallel. Compulsory purchase powers are relied upon as a last resort in cases where the ownership of land cannot be ascertained despite diligent enquiry, or where voluntary agreements cannot be secured despite sustained efforts to reach agreement. The high number of voluntary agreements secured for the Project provides evidence of the successful implementation of the land rights strategy and the commitment of NGT to secure voluntary agreements. Regrettably it has not been possible to secure all of the voluntary rights required through landowner engagement alone. Furthermore, there are unknown ownerships in the Order Land, for which it has not been possible to establish the identity of the landowners

despite diligent enquiry. It is therefore essential that the Order is confirmed to facilitate the delivery of the Project in accordance with the Project timetable.

Paragraph 3 - In order to reach early settlements, public sector organisations should make reasonable initial offers, and be prepared to engage constructively with claimants about relocation issues and mitigation and accommodation works where relevant.

- 7.8 Through the implementation of the land rights strategy, NGT has offered reasonable terms to acquire the land and rights needed for the Project voluntarily. The constructive engagement has resulted in a high uptake of voluntary agreement and the tailored approach to negotiating agreements to reflect specific concerns of landowners has mitigated future and present issues. NGT have drafted a code of practice document for the Project that will ensure appropriate practical mitigation is undertaken in advance of and during the construction phase of the Project. Accommodation works will be discussed and agreed with the parties at pre-entry meetings ahead of construction.

Paragraph 13 –NGT has a clear idea of how it intends to use the land which it is proposing to acquire.

- 7.9 The need for the Project and justification for the Order is covered in the evidence of Mr Jordan Wright. NGT has only sought to acquire freehold land in one instance (further detailed in section 4.2 above). In all other instances NGT have developed “packages” of rights which are tailored to the requirements of the Project setting out a clear use for each land parcel (Plot).

Paragraph 17 – Acquiring authorities are expected to provide evidence that meaningful attempts at negotiations have been pursued or at least genuinely attempted, save for lands where land ownership is unknown or in question.]

NGT has successfully implemented its land rights strategy securing all but one set of HoTs sought through voluntary negotiations. This high uptake of voluntary agreements has evidenced a process of meaningful engagement, negotiation, and genuine attempt to secure the necessary rights in land by agreement. The schedule of engagement contained within the Statement of Case (**CD C4**), an updated version of which is appended to this evidence (NGT/JS/3), details the extensive efforts made to secure land and rights voluntarily.

8. **CONSIDERATION OF OBJECTIONS RECEIVED**

8.1 **Objection received from the Canal and River Trust (CRT) OBJ 1 (CD C5)**

- 8.1.1 The CRT own and operate a Canal Feeder (which connects the river Swift to the Oxford Canal). The Canal Feeder is circa 3m in diameter and NGT are proposing to install a gas pipe at a safe depth below the Canal Feeder

using a trenchless crossing as part of the Project. Engagement with CRT commenced in September 2021.

8.1.2 On assessment of the nature of the CRT land, NGT opened discussions for a bespoke easement for the rights required by the Project. Following engagement, CRT were unwilling to agree to a standalone easement for the rights required as part of the Project. CRT wished to proceed with this apparatus being annexed to the Master Agreement which exists between NGT and CRT. NGT agreed this approach with CRT and solicitors details were exchanged on the 8th of April 2022.

8.1.3 In accordance with the overarching land rights strategy for the Project, all lands rights required are included within the Order. Since instruction of solicitors, it has been identified that the structure of the Master Agreement does not allow the parties to complete the supplemental deed for this pipe, in advance of the detailed design of the apparatus being undertaken which will not take place until appointment of a contractor by NGT in September 2023. The parties have therefore agreed to proceed with a side letter documenting the understanding between the parties. Following agreement of this letter, I understand that CRT are minded to remove their objection.

8.1.4 The CRT’s objection is summarised to the following grounds:

| Objection Grounds | NGT’s Response |
|---|---|
| <p>Technical drawings have not been submitted for the scheme and CRT are unable to fully understand the impact on the property. Until the technical drawings are submitted the voluntary agreement cannot be completed.</p> | <p>With regard to the nature and anticipated impact of the works themselves, as a statutory undertaker, NGT is cognisant of the need to ensure that CRT’s watercourse i.e. the River Swift Feeder, is not adversely affected by the proposed works.</p> <p>CRT requested that the voluntary rights be dealt with under the Master Agreement between NGT and CRT, as opposed to under separate bespoke HoTs and a subsequent bespoke agreement as originally suggested by NGT. NGT have agreed to this.</p> <p>Given that the process set out in the Master Agreement cannot proceed at present, a side letter is to being prepared to provide additional assurance to the parties in that regard.</p> |

| | |
|---|--|
| <p>NGT have yet to fully comply with CRT’s Code of Practice</p> | <p>The works approval process set out in the Master Agreement cannot be continued 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. Following formulation of the detailed design for the works, the approval process set out in the Master Agreement can be continued.</p> |
| <p>Meaningful attempts to negotiate and acquire the necessary rights has not been pursued by NGT.</p> | <p>With regard to engagement, FG and NGT were surprised and disappointed by the suggestion that there has been a lack of engagement on NGT’s part. The engagement log which comprises Appendix 2 to the Statement of Reasons which accompanies the Order (CD C3), and of NGT’s Statement of Case (CD C4), an updated version of which comprises the Appendix to this statement of evidence (NGT/JS/3), clearly sets out the regular engagement that has taken place between FG, CRT, NGT engineers and NGT’s and CRT’s appointed solicitors.</p> |

8.2 The objection received from Mr I Miles (OBJ3- CD C7)

8.2.1 Mr Miles owns land off Badsey lane, on the Wormington to Honeybourne pipeline section. Mr Miles purchased this part of the Order Land during the negotiation of voluntary rights with the previous owner, and upon his taking ownership FG sought to fully engage with and consult Mr Miles on the Project proposals. Due regard has been given to Mr Miles circumstances to ensure that all correspondence has been in letter form or on the telephone in accordance with his request. Mr Miles has been offered HoTs for an Option for an easement based on the base agricultural land value agreed across the remainder of the Project. Mr Miles has expressed that the consideration offered is below the level of loss suffered as a result of the proposed rights being sought. Mr Miles has plans to establish an equestrian livery unit from the holding which he believes will substantially change the land value of the holding. At the time of writing the planning application for this change of use has not been submitted to the local planning authority or seen by FG or NGT and FG and NGT have therefore been unable to fully assess the impact on value this may result in, should it be approved. Mr Miles’ planning

consultant has supplied elevation drawings and a site layout plan of the proposals to FG but these were not permitted to be shared with NGT. Mr Miles has refused a site meeting with NGT’s engineers but is willing to meet with FG which, at the time of writing, has been arranged.

8.2.2 The objection received from Mr I Miles is summarised under the following grounds:

| Objection Grounds | NGT’s Response |
|--|--|
| Consideration of alternatives | Section 3 of the Statement of Reasons which accompanies the Order (CD C3) , and the NGT Statement of Case (CD C4) explains why the Project is needed and section 4 sets out in detail the alternatives to the Project, and alternative pipeline routes, which were considered by NGT. |
| Calculation of compensation in the context of voluntary negotiations | Mr Miles purchased the land whilst NGT and Mr Miles’ vendor were documenting the Option Agreement based on previously agreed HoTs. FG proposed new terms to Mr Miles with the same consideration proposed under the previously agreed HoTs which was based on the benchmarking of transactional market evidence. Despite requests, evidence supporting a value to the contrary has not been forthcoming. Since a planning application has yet to be submitted for an alternative use NGT have been unable to fully assess the likelihood of the application being approved by the local planning authority or what impact the future proposals might have on the land value. |
| Energy Supply considerations | Mr Miles raised concerns about electricity ‘blackouts’ these are out of the control of NGT and would fall to the responsibility of National Grid Electricity Transmission Plc. |

8.3 **Objection received from Mr IDJ Jones (OBJ4- CD C8)**

8.3.1 This objection has been removed.

8.4 **Objection received from NGED entities (OBJ2- CD C6)**

8.4.1 We understand the nature of the objection received from NGED is a holding objection to understand:

8.4.1.1 How the Project will ensure security of electricity supply in their respective areas;

8.4.1.2 How the Project will protect their electricity networks during the construction phase and following its completion;

8.4.1.3 Precise details of the design or construction of the Project and therefore potential operational implication; and

8.4.1.4 Precise details of the property rights and interests that will be affected by the implementation of the Order.

8.5 Following engagement with the local electricity network planner for Evesham & surrounding area, it has been confirmed that the only network within the extent of the Project’s working areas is 11kV overhead lines (OHL) and a small section of 66kV OHL. The network planner also confirmed that the Project would need to observe the HSE literature for working within proximity to OHL and there was no further documentation required from WPD (now NGED). A meeting was held with NGED on w/c 10th April to further address their concerns and NGT have been assured that NGED will instruct their legal representatives to withdraw NGED’s holding objection.

| NGED’s Concerns | NGT’s Response |
|--|---|
| How the proposal will ensure security of electricity supply in their respective areas. | 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. |
| How the proposal will protect their electricity networks during the construction phase of the scheme and following its completion. | No impact envisaged on NGED’s apparatus which has subsequently been confirmed by NGED during the abovementioned meeting. |
| Precise details of the design or construction of the scheme and therefore potential operational implication. | Further construction phasing information can be provided to NGED as the Project moves into construction, but no operational implications are envisaged on NGED’s network. |

| | |
|--|---|
| Precise details of the property rights and interests that will be affected by the implementation of the Order. | No property rights or interests proposed to be affected by the Order. |
|--|---|

9. SUMMARY AND CONCLUSIONS

9.1 My statement and Appendix (NGT/JS/3) detail the extensive consultation and engagement undertaken by FG and NGT to seek to secure the necessary land and rights for the Project by voluntary agreement. The main points addressed in my statement are:

- 9.1.1 NGT has taken a proportionate approach to land 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. In all other instances “packages” of rights are sought which have been tailored based on their purpose and allocated to specific Plots, so that unnecessary acquisition or encumbrance is avoided.
- 9.1.2 All of the land and rights included in the Order are required for the Project.
- 9.1.3 NGT’s strategy is to reach voluntary agreement with affected persons where possible, through early engagement, clear communication of the land requirements, seeking to mitigate impacts where possible and making fair and incentivised offers for land and rights.
- 9.1.4 NGT has successfully implemented its land rights strategy securing all but one set of HoTs sought through voluntary negotiations. This high uptake of voluntary agreements has evidenced a process of meaningful engagement, negotiation and genuine attempt to secure the necessary rights in land by agreement. The schedule of engagement contained within the Statement of Case **(CD C4)**, an updated version of which is appended to this evidence (NGT/JS/3), details the extensive efforts made to secure land and rights voluntarily.
- 9.1.5 Four objections were received to the Order, one of which has now been withdrawn. FG and NGT are continuing to engage with the affected parties to resolve the outstanding objections.

10. **DECLARATION**

I confirm that the opinions expressed in this statement of evidence are my true and professional opinions.

A handwritten signature in cursive script, appearing to read 'Joe Senior', written in black ink.

Joe Senior

17th April 2023

Appendix- Updated Schedule of Engagement