

LAND AND NEGOTIATIONS

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

SUMMARY 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). I have been working on behalf of National Grid Gas Plc (now National Gas Transmission Plc¹ "NGT") since the commencement of the Western Gas Network Project ("the Project"). Further details of my qualifications and experience are contained within my Statement of Evidence.

2. **DESCRIPTION OF THE ORDER LAND**

- 2.1 The land included in the National Grid Gas Plc (Western Gas Network Project) Compulsory Purchase Order 2022 ("the Order Land" and "the Order" (**CD C1**)) is shown on the maps which accompany it (**CD C2**) and comprises land between Wormington and Honeybourne, at Churchover and at Three Cocks. The 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.

3. **NEED FOR THE ORDER LAND**

- 3.1 The Order Land comprises all the land/land over which rights are required for the Project.
- 3.2 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. (Please see paragraphs 4.23 and 4.24 of the evidence of Mr Jordan Wright (engineering) for more information).
- 3.3 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.
- 3.4 The rights packages are defined in full in the Order (**CD C1**) and summarised in my Statement. For a 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.

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.

4. ACQUISITION STRATEGY

- 4.1 NGT’s preference is always to secure land rights on a voluntary basis in accordance with their land rights strategy. This aims to ensure the acquisition of land rights is proportionate, promotes acquisition through voluntary agreement, creates consistency across projects nationally, and treats interested parties fairly.
- 4.2 NGT’s strategy is to engage with interested parties as early as possible, to explain the requirements of the project and the rights sought. 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. NGT also sought freehold acquisition, and option leases for the duration of construction where no rights in perpetuity were required.
- 4.3 NGT offered incentive payments across all voluntary terms to encourage parties to engage with the voluntary terms in a timely manner.

STATUS OF NEGOTIATIONS

- 4.4 HoTs for the voluntary acquisition of rights were issued to all landowners and agents (where appropriate). Following the issue of documents NGT, through their appointed land agents, Fisher German (“FG”), engaged with affected persons to negotiate the HoTs to ensure they were tailored to specific circumstances present at each land holding.
- 4.5 Through this engagement and negotiation 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 (**CD C8**) - has now been withdrawn on that basis). A summary of the current status is shown below:

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

- 4.6 The only landowner yet to agree HoTs is Mr I Miles. Please see further detail in Section 7 below.
- 4.7 An updated schedule of engagement with affected persons has been prepared and comprises the Appendix (BGT/JS/3) to my Statement.

5. COMPLIANCE WITH CPO GUIDANCE

5.1 My Statement explains how NGT seeks to engage effectively with stakeholders including those it is seeking rights from, seeks to mitigate impacts through consultation, and makes offers which are fair and consistent. This is all in accordance with its land rights strategy i.e. the process for engaging with stakeholders on projects nationally.

5.2 The offers made (HoTs) are intended to encourage voluntary agreement, rather than relying on the use of compulsory powers.

6. CONSIDERATION OF OBJECTIONS RECEIVED

6.1 Objections were received from four parties. Of these, three remain:

6.2 **Canal and River Trust (CRT) – (OBJ1 (CD C5))**- The CRT objection was made on grounds relating to clarification of the potential impact of the Project on a canal feeder and perceived lack of engagement. CRT requested that the voluntary rights be dealt with under the Master Agreement between NGT and CRT, which NGT agreed to.

6.3 NGT and CRT are in the final stages of agreeing a side letter documenting NGT and CRT's agreed way forward. Following agreement of this letter, I understand that CRT are minded to remove their objection. The schedule of engagement comprising the Appendix to my Statement (NGT/JS/3), clearly sets out the regular engagement between NGT and the CRT.

6.4 **National Grid Electricity Distribution (NGED entities) – (OBJ2 (CD C6))** NGED's objection is of the nature of a holding objection whilst clarity is provided on the impact the Project will have (if any) on NGED apparatus.

6.5 Following engagement with the local NGED 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).

6.6 A further meeting was held with NGED w/c 10th April 2023, and it was confirmed that that the Project will not adversely impact NGED assets, and that Asset Protection Agreements are not required. NGT have been assured that NGED will instruct their legal representatives appropriately to withdraw their holding objection.

6.7 **Mr I Miles - (OBJ3- (CD C7))** Mr Miles' objection was made on three grounds, - consideration of alternatives; calculation of compensation; and energy supply

considerations. Section 3 of 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.

6.8 Mr Miles concerns about electricity 'blackouts' are out of the control of NGT.

6.9 Mr Miles has been offered HoTs for an Option for an Easement in accordance with the offers made for the wider 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. FG and NGT have therefore been unable to fully assess the impact on value this may result in, should it be approved. Mr Miles' 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. Despite numerous requests for evidence Mr Miles has not provided sufficient evidence to substantiate his position. Mr Miles has refused a site meeting with NGT's engineers but is willing to meet with FG. At the time of writing this meeting is in the process of being arranged.

6.10 **Mr David Gareth Jones and Ms Caroline Jones (OBJ 4 (CD C8))** – Objection withdrawn.

7. **SUMMARY AND CONCLUSIONS**

7.1 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;

7.2 All of the land and rights included in the Order are required for the Project;

7.3 NGT has secured all but one set of HoTs through voluntary negotiations. The updated schedule of engagement appended to my Statement (NGT/JS/3), details the extensive efforts made to secure land and rights voluntarily.

8. **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