

LAND AND NEGOTIATIONS

**NATIONAL GRID VIKING LINK LIMITED (VIKING LINK INTERCONNECTOR)
COMPULSORY PURCHASE ORDER 2019**

PROOF OF EVIDENCE

**OLIVER HESELTON
SENIOR SURVEYOR
NATIONAL GRID**

1. QUALIFICATIONS AND EXPERIENCE

- 1.1 My name is Oliver Heselton, and I have the following qualifications, DipSURV, FRICS, FAAV. I obtained a Diploma in Surveying (Rural Practice) from the College of Estate Management in 1995, I am a Fellow of the Royal Institution of Chartered Surveyors having initially qualified as a member in 1997, and I am also a Fellow of the Central Association of Agricultural Valuers having qualified in 2002.
- 1.2 I am a Senior Surveyor in the Acquisitions and Surveying team in National Grid. I provide advice and support to National Grid's regional land teams on acquisitions, property agreements and compensation, and I also manage a portfolio of claims and acquisitions. I provide strategic advice across Gas, Electricity and Non-regulated business areas. On the Viking Link Interconnector Project, I have provided strategic direction on the Land Rights and Acquisition Strategies and I am also the Land Team Technical Lead. This involves managing both the internal and external land team and ensuring the agreed strategies are implemented across the project. I also provided written evidence on land rights and acquisitions in support of the successful planning appeal undertaken by National Grid Viking Link Limited ('NGVL') against the refusal of East Lindsay District Council to grant planning permission for part of the Viking Link Interconnector route.
- 1.3 I worked in private practice for 20 years before joining the National Grid North West Land team in 2010. In private practice, I managed rural estates and undertook general practice work including advice to private and corporate clients on matters of compensation, farming, planning and development. I have held both Director and Partner positions in private practice.
- 1.4 In 2002 I was employed by a firm of land agents who were on National Grid's framework panel and, for the following 8 years, was involved in the acquisition of land rights for the following National Grid Gas transmission pipeline projects:
 - 1.4.1 Mawdesley to Warrington Pipeline
 - 1.4.2 Pannal to Nether Kellet
 - 1.4.3 Ganstead to Asselby
 - 1.4.4 Easington to Paull
 - 1.4.5 Sproatley to Aldborough
 - 1.4.6 Asselby to Pannal

- 1.5 During my time at National Grid I have also held the overall land team lead role on the following electricity transmission nationally significant infrastructure projects:
- 1.5.1 North Wales Connection, approximately 35 KM of proposed new overhead tower line to connect Wylfa Power Station to the electricity network; and
 - 1.5.2 North West Coast Connection Project, 150 Km of proposed new overhead tower line and underground cabling to connect Moorside Power Station to the electricity network.
- 1.6 I have considerable experience of above and below ground linear infrastructure projects and their effect on agriculture and farming practices, dealing with appropriate mitigation and accommodation works, the negotiation of leasehold and freehold acquisitions for both Electricity and Gas projects, and dealing with any compensation arising from the effects of those projects.

2. INTRODUCTION AND SCOPE OF EVIDENCE

- 2.1 My proof of evidence covers all matters relating to the acquisition of land and rights for the UK onshore element of the Viking Link Interconnector project ('the UK Onshore Scheme'). The UK Onshore Scheme itself is described in greater detail in the evidence of Mr Symons.
- 2.2 In this proof of evidence, I:
- 2.2.1 provide a description of the land ('the Order Land') which is included in the National Grid Viking Link Limited (Viking Link Interconnector) Compulsory Purchase Order 2019 ('the Order') (**Section 3**);
 - 2.2.2 describe the need for the Order Land, including providing a description of the land and the new rights that are required in order to deliver the UK Onshore Scheme (**Section 4**);
 - 2.2.3 describe the acquisition strategy pursued by NGVL in respect of the UK Onshore Scheme (**Section 5**);
 - 2.2.4 explain the status of negotiations at with ordinary landowners (i.e. landowners other than the owners of special category land) at the time of writing, including the extent of land and rights already acquired by agreement (**Section 6**);
 - 2.2.5 explain the status of negotiations in respect of special category land at the time of writing (**Section 7**);
 - 2.2.6 explain how NVGL has complied with the Ministry for Housing Communities and Local Government's Guidance: Compulsory purchase process and the Crichel Down Rules (Feb 2018) ('the CPO Guidance') (CD X) with respect to attempts to acquire by agreement (**Section 8**);
 - 2.2.7 provide a response to matters raised by objectors to the Order(**Section 9**); and
 - 2.2.8 provide a summary of my evidence and my conclusions (**Section 10**).

3. DESCRIPTION OF THE ORDER LAND

Overview of the Order Land

- 3.1 The Order Land (which is shown outlined in red on the Maps that accompany the Order at CD Ref: C.2) is described in more detail below, but in summary, comprises five key areas, as follows:
- 3.1.1 Landfall point: land at Boygrift in East Lindsey, near Sandilands on the Lincolnshire coast; shown on plan 416 at Appendix 3.
 - 3.1.2 HVDC cable route: a corridor approximately 68 km (42 miles) in length between the landfall point and the converter station; shown on plans 431 to 438 at Appendix 3.
 - 3.1.3 Converter station: land with a total footprint of approximately 30ha including landscaping at North Ing Drove, South Holland; shown on plan 441 at Appendix 3.
 - 3.1.4 HVAC cable route: a corridor approximately 2 km (1 ¼ miles) in length between the converter station and the connection point; as shown on plan 440 at Appendix 3, and
 - 3.1.5 Connection point: land at the existing NGET Substation at Bicker Fen; shown on plan 442 at Appendix 3.
- 3.2 The Order Land is primarily arable with some grass land. There are a number of notable physical features along the HVDC route including the following:
- 3.2.1 The promenade and area known as 'Sandhills'; shown on plan 417 at Appendix 3.
 - 3.2.2 The former Sandilands Golf Course (now closed); shown on plan 430 at Appendix 3.
 - 3.2.3 The Lincolnshire Wolds Area of Outstanding Natural Beauty ('AONB'); as per the plan at Appendix 3.
 - 3.2.4 The road crossings of the A52, A111, A1104, A16, A158 and A17; shown on plans 418 to 425 at Appendix 3.
 - 3.2.5 The West Fen Drain and the South Forty Foot Drain both of which are classified as main rivers and for which the Environment Agency has responsibility; shown on plans 426 and 427 at Appendix 3.
 - 3.2.6 The River Witham; shown on plan 428 at Appendix 3.

- 3.2.7 The Network Rail crossing close to Swineshead; as shown on plan 429 at Appendix 3.

Nature of the Order Land

- 3.3 The agricultural land is a mixture of mainly Agricultural Land Classification ('ALC') Grade 1, 2 and 3 land. Greater detail of the type of land and its general cropping regime is provided below and in the proof of evidence of David Royle of Land Drainage Consultancy Ltd:
- 3.4 The HVDC Cable Route – Landfall to Converter Site
- 3.4.1 The land immediately at the landfall location comprises the promenade and sea defence, an area of sand dunes and the disused golf course.
- 3.4.2 The agricultural land to the north east of the route, between the landfall and Alford is gently undulating land on the coastal plain. It has medium to heavy loam soils growing winter combinable crops of wheat, barley and oilseed rape. There are several small fields of grass used for grazing or poultry ranges. Land quality in this area is good to moderate being mainly of ALC grade 3a and 3b quality with localised patches of very good ALC grade 2 land.
- 3.4.3 The central section of the route, between Alford and West Keal, crosses undulating land on the Lincolnshire Wolds where soils are light to medium loam and often shallow, overlying chalk on the elevated sections. This land is used to grow mainly winter combinable crops of wheat, barley and oilseed rape with occasional break crops of sugar beet, spring maize, potatoes, peas or field beans where soils are deeper and more freely drained. Land quality in this area is good or very good, ALC 2 and 3a.
- 3.4.2 The southern section of the route, between Stickford and Bicker is fen land. Soils vary from heavy loams to light or medium silty loams. Heavier land is generally cropped with winter combinable crops of cereals and oilseed rape and is usually good quality ALC subgrade 3a. More extensive tracts of light or medium silty soils, close to the River Witham and south of the A17 are very productive and include vegetables and root crops. This land is good or very good quality ALC grade 2 and subgrade 3a with localised areas of excellent quality ALC grade 1 land.
- 3.4.3 The land at the connection point to the National Grid substation comprises an area of grassland and landscaping surrounding the operational substation.

3.5 The HVAC Cable Route

3.5.1 The HVAC route occupies fen land typically with medium loam soils occupying silt ridges and heavy loam in clayey hollows. This area is a mixture of arable and grazing land.

3.6 The Converter Station Site and Access Road

3.6.1 The converter station site is located in fen land with medium loam soils occupying silt ridges and heavy loam in clayey hollows. This land is used for growing mainly winter combinable crops of wheat, barley and oilseed rape with occasional potato or vegetable crops. This land is very good quality land classified mainly as ALC Grade 2. The access road intersects land mainly of good or very good quality classified as ALC grades 2 and 3a and is used for growing winter combinable crops of wheat, oilseed rape and barley with occasional spring break crops of linseed or Maize. To the east of the access road the land is very productive and includes vegetable, root and cereal crops in rotation.

Ownership and Occupation

3.7 The Order Land is a mixture of owner/occupied freehold land and that which is subject to Leases, Agricultural Holdings Act tenancies, Farm Business Tenancies and licences/profit á prendre relationships.

3.8 The Order Land also comprises Special Category Land. This is dealt with in greater detail at Section 7 of this statement, but is summarised below.

3.8.1 Crown Land

There are no proposals to compulsorily acquire any Crown ownership interest. The proposed works and the rights NGVL is seeking do however affect a number of Crown Land interests ranging from actual freehold to mines/minerals and subsoil ownership. The main project interaction is with regards to an area of land owned by the Duchy of Lancaster over which NGVL is seeking rights for the permanent access to the converter site.

3.8.2 Open Space Land

NGVL is seeking rights over a number of areas of Open Space. These include an area of beach, a slipway/walkway, an area of grassland/dunes and seawall, a walkway, public cycle path and sea defence, and land comprising part of an area known as the 'Sandhills'.

3.8.3 Statutory Undertakers

NGVL is seeking rights over land owned by National Grid Electricity Transmission plc ('NGET'), the Environment Agency ('EA'), Network Rail ('NR') and The Canal and Rivers Trust ('CRT').

4. NEED FOR THE ORDER LAND

The land and rights to be acquired pursuant to the order

- 4.1 The Order Land comprises all of the land and rights required for the construction, operation, repair, maintenance and decommissioning of the UK Onshore Scheme.
- 4.2 For the UK Onshore Scheme, as in all National Grid Projects, NGVL is taking a proportionate approach to land acquisition by seeking only to acquire freehold title to parcels within the Order Land where the same is required for the purposes of above ground permanent infrastructure and its associated landscaping and access. In all other instances, tailored packages of rights have been created for the installation of the cables, their ongoing operation, maintenance and protection and for associated purposes, such as the carrying out of land drainage works, to ensure that the Order Land will not be overburdened and that only the rights that are necessary will be acquired.
- 4.3 The rights which are sought in the Order have been grouped into distinct 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 cables. Others, such as the right to access the land for the purpose of maintaining the cables, whilst permanent in nature, will in practice only be exercised intermittently.
- 4.4 Separating the rights out in this way will also will enable them to be acquired as individual packages at different times where appropriate. For example, the land which is the subject of the HVDC and HVAC cable routes is subject to more than one rights package, and in order to ensure that NGVL only acquires permanent rights over the land that is required for the UK Onshore Scheme, it is currently envisaged that the powers to compulsorily acquire the rights for the cable corridors will be exercised in two stages. Firstly, NGVL will serve Notice to Treat and Notice of Entry in order to acquire the Cable Construction Rights over land to enable construction of the cables. These rights are 'temporary in nature' and will need to be exercised over a wider land area than is required for the permanent HVDC or HVAC Cable Rights. It is then envisaged that once the final layout of the cable infrastructure is known, and therefore once the extent of the Order Land over which permanent rights are required is known, which may not be until after construction, NGVL will make a General Vesting Declaration to acquire the HVAC or HVDC Cable Rights as appropriate.
- 4.5 The justification for freehold acquisition of a limited number of plots and the rights packages are as set out below.

4.6 Freehold Acquisition

- 4.6.1 NGVL only seeks to acquire freehold title to parcels within the Order Land for the purposes of above ground permanent infrastructure, namely at the converter station (CPO Plot 42-16), and the access road thereto (CPO Plots 42- 33; 42-34; 43-01 to 43-09 inclusive and 44-01; 44-02).
- 4.6.2 Freehold acquisition is required to ensure that NGVL has the necessary exclusive possession and control of the land required for the safe construction, operation and maintenance of this installation. Similarly, NGVL needs equivalent control over the access to that installation. The land requirements are referred to in section 4.60 of Mr Symons proof of evidence (NGVL/GS/1).
- 4.6.3 With regards to the land shown hatched black on the plan at BoP7, once the construction works have been completed, there may be an opportunity to return some of this area back to the former landowners. NGVL is open to discussions in this respect, subject to the retention of appropriate easement rights for the HVAC and HVDC cables that will be installed under that land, and appropriate rights of access to the converter station and landscaping. However when considering this NGVL will need to carefully consider the issues set out in section 4.60 of Mr Symons proof of evidence.

4.7 Cable Construction Rights

- 4.7.1 These comprise rights required in connection with/to facilitate the installation of the HVDC and HVAC cables and associated equipment. The Cable Construction Rights are necessary for these purposes and are sought over the entirety of the Order Land comprising the HVDC and HVAC land rights corridors. These are approximately 60m and 75m wide respectively for construction purposes.
- 4.7.2 These rights and the justification of the extent of those rights, and the distances referred to above, is explained in more detail in sections 4.22 through to 4.41 and 4.68 to 4.83 of Mr Symons proof of evidence where the actual methods of construction and installation of the cables is discussed in detail.

4.8 Access Only Rights

- 4.8.1 These comprise rights of access, with or without vehicles, plant and machinery, to facilitate the construction, installation, commissioning, inspection, maintenance, repair, alteration, renewal, replacement,

removal and decommissioning of the HVDC and HVAC cables, including rights to carry out minor works to facilitate such access.

- 4.8.2 As referred to in detail in section 4.102 to 4.4.104 the proof of evidence of Mr Symons, NGVL needs to be able to take access to the construction/permanent rights corridor to and from the nearest public highway for all the rights referred to above for construction and periodically thereafter for maintenance and inspection.

4.9 Drainage Rights

- 4.11.1 These comprise rights to carry out de-watering and drainage works and to install, alter or reinstate land drainage systems, including the right to access the land with or without vehicles, plant and machinery to undertake those works.

- 4.11.2 The Order Land predominantly passes through agricultural land and it therefore affects existing land drainage schemes. NGVL has been working with landowners to develop field drainage solutions.

- 4.11.3 The drainage works required in connection with this project are explained in more detail in section 4.85 to 4.90 of Mr Graham Symons proof of evidence. The project needs in addition to 4.11.2 above to be able to carry out dewatering to assist with the construction of the cables. More detail on dewatering is also provided at section 5.122 to 5.177 of the proof of evidence of Mr David Royle.

4.10 Access and Drainage Rights

- 4.10.1 These comprise rights of access, with or without vehicles, plant and machinery, to facilitate the construction, installation, commissioning, inspection, maintenance, repair, alteration, renewal, replacement, removal and decommissioning of the HVDC and HVAC cables, including rights to carry out minor works to facilitate such access, and rights to carry out de-watering and drainage works.

- 4.10.2 These rights are required over areas of access for the reasons referred to in section 4.8 above, they also include drainage rights as these may be required to facilitate the access arrangement or for other purposes such as dewatering. The drainage aspect is covered in more detail at section 4.9 above.

4.11 Construction Compound Rights

- 4.10.1 These comprise rights to erect, create, use and remove a works compound to facilitate the installation of the cables.

4.10.2 NGVL has a need for a number of Temporary Construction Compounds ('TCCs') and Temporary Workings Areas ('TWAs') to facilitate the construction of the HVDC and HVAC routes. There are a total of 10 TCCs and 18 TWAs across the route. The requirement for these, the need for their size and layout, and the differences between the two types is referred to in section 4.93 to 4.100 of the proof of evidence of Mr Graham Symons (NGVL/GS/1).

4.12 HVDC Cable Rights

4.12.1 These comprise rights required in connection with the use, maintenance and decommissioning of the HVDC cables and to protect and prevent interference with them.

4.12.2 These rights are needed in connection with the permanent infrastructure. The final layout of the HVDC infrastructure is not yet known however, where HDD/trenchless construction techniques are used, a 'rights corridor' of 25m in width will be required for the easement to accommodate the infrastructure, access for maintenance and protective buffer. In all other areas, where trenched installation is used, a 'rights corridor' of 15m in width is required for the easement.

4.12.3 Therefore, whilst these rights are sought over the entire Order Land comprising the HVDC route so that the cables may be installed anywhere within that land, in order to ensure a proportionate approach to acquisition, the HVDC Cable Rights may only be acquired over that part of the Order Land that is required for the installed infrastructure. A restriction is imposed so that the rights may only be acquired within a 'rights corridor' of up to 25m in width where HDD/trenchless techniques are used, and a 'rights corridor' of 15m in other case.

4.12.4 There is one exception to this. NGVL needs the ability to acquire such access rights as may be necessary over the Order Land to the 'rights corridor' to avoid being cut off from the nearest public highway and therefore being effectively left without any access. As a result, the access right within the HVDC Cable Rights package may therefore be applied to and acquired over any of the Order Land affected by this package, and is therefore not subject to the width restrictions referred to above.

4.12.4 The extent of the rights required referred to above, and the reasons for that, are explained in more detail in sections 4.24 to 4.41 Of the proof of evidence of Mr Graham Symons and relate to cable separation and cable protection/buffer zones.

4.13 HVAC Cable Rights

- 4.13.1 These comprise rights required in connection with the use, maintenance and decommissioning of the HVAC cables and to protect and prevent interference with them.
- 4.13.2 These rights are needed in connection with the permanent infrastructure. The final layout of the HVAC infrastructure is not yet known however, where HDD/trenchless construction techniques are used, a 'rights corridor' of 50m in width will be required for the easement to accommodate the infrastructure, access for maintenance and a protective buffer. In all other areas, where trenched installation is used, a 'rights corridor' of 25m in width is required for the easement.
- 4.13.3 In a similar manner to the HVDC Cable package, the HVAC Cable package therefore takes a proportionate approach to acquisition and seeks to acquire the rights only in respect of the installed infrastructure, within a 'rights corridor' of either 50m or 25m respectively. Access rights are not required to be imposed within the 'rights corridor' and may be acquired anywhere within the relevant Order Land.
- 4.13.4 As with the HVDC section above, the extent of the rights required referred to above, and the reasons for that, are explained in more detail in sections 4.68 to 4.82 Of the proof of evidence of Mr Graham Symons and relate to cable separation and cable protection/buffer zones.

4.14 Landfall Zone Rights

- 4.14.1 These comprise rights required in connection with the ongoing use, maintenance and future decommissioning of the HVDC cables and to protect and prevent interference with them.
- 4.14.2 The landfall zone land, being the interface between the submarine and onshore cables, is a critical area for the project, and NGVL requires flexibility during construction to ensure that the project is not put at risk. At this stage of the project, the final spacing and layout of the installed infrastructure is less certain and as a result the permanent land requirements are also less certain. NGVL consider that it would not be appropriate to impose a rights corridor requirement in this area. Cable Construction Rights will therefore be available over those plots for construction purposes. We therefore propose a bespoke Landfall Zone Rights package which will allow NGVL the flexibility to acquire such new rights as are necessary for the ongoing use, maintenance and future decommissioning of the UK Onshore Scheme over any part of the landfall zone land.

4.14.3 The extent of the rights required referred to above, and the reasons for that, are explained in more detail in sections 4.7 to 4.19 of the proof of evidence of Mr Graham Symons.

4.15 Substation Connection Rights

4.13.1 These comprise rights required in connection with the ongoing use, maintenance and future decommissioning of the cables and to protect and prevent interference with them. This package also includes rights to facilitate the 'unlicensed works' to connect the HVAC cables to the NGET Substation.

4.13.2 Unlicensed works are required to connect the HVAC cable to the NGET Substation at Bicker Fen. At the substation NGVL will require connection assets to connect to the NETS (National Electricity Transmission System). The works are not regulated and are not required to be undertaken by NGET amount to access, equipment installation and commissioning thereof. Rights are required to facilitate those works during construction, and permanent rights are required in connection with the ongoing operation and future maintenance of the infrastructure.

4.15.3 HVAC Cable Construction Rights will be required for construction purposes. The ongoing land requirements in this area are bespoke and therefore a rights corridor requirement would not be appropriate in this area. A bespoke substation connection rights package has therefore been created.

4.15.4 The extent of the rights required in this area relate to the lack of certainty of the specific connection point to the NGET substation at the time of making the Order. The Order land provides flexibility for a connection point and the different engineering activities that may have to be used, such as HDD. This is referred to in section 4.72 of the proof of evidence of Mr Graham Symons.

4.16 Restrictions on Land

4.16.1 It should be noted that the 'HVAC Cable Rights', 'Cable Construction Rights', 'HVDC Cable Rights', 'Landfall Zone Rights' and 'Substation Connection Rights' packages all include the ability to acquire restrictive rights akin to restrictive covenants, which would enable NGVL to prevent any works or activities on the land where the interconnector infrastructure is located that would prevent access to it, or that could result in damage to or interference with it. NGVL considers the compulsory purchase of these restrictions to be necessary for the following reasons:

- 4.16.1.1 The HVDC and HVAC cables will conduct electricity at very high voltages and any tampering or interference with them by the owners or occupiers of the land in which they are situated could result in serious harm or injury and could potentially be fatal. It is therefore essential that suitable and enforceable restrictions are placed on the title to ensure the health and safety of owners and occupiers of the land;
- 4.16.1.2 In the event that the cables were damaged, it would be extremely costly to repair or replace them, and would also cause disruption for owners and occupiers of the land;
- 4.16.1.3 Given that the cables could not be live during repair/replacement works, the electricity supply would be disrupted which would not be in the public interest; and
- 4.16.1.4 Although landowners/occupiers are encouraged to contact utility operators before commencing works/activities in the vicinity of underground electricity infrastructure, protection from interference is not afforded in legislation.
- 4.16.1.5 Furthermore, NGVL considers it would be disproportionate to seek to secure the necessary protection by means of acquiring the freehold of the land to ensure exclusive possession and thus protection of the cables from interference. This would result in the permanent and avoidable sterilisation of the land.

4.17 Inclusion of land subject to agreement

- 4.17.1 All of the land required for the delivery of the project has been included in the Order even where Heads of Terms ('HoTs') have been agreed with landowners. This is necessary to ensure that NGVL is able to complete the purchase of land and rights in the event that purchase by agreement in accordance with HoTs is, for whatever reason, not completed such as would prejudice the timely delivery of the UK Onshore Scheme.
- 4.17.2 NGVL has however, as part of its HoTs negotiations, agreed not to exercise its powers of compulsory acquisition pursuant to the CPO in respect of the landowner's interests in the Option Area which are subject to the voluntary agreement, save in the event of:
 - 4.17.2.1 a breach of the voluntary agreement (option agreement and/or deed of grant) by the landowner;

- 4.17.2.2 the voluntary agreement (option agreement and/or deed of grant) being found to be illegal invalid or unenforceable;
- 4.17.2.3 the landowner and/or any other third party claiming ownership to the unregistered area of land forming part of the Option Area in respect of which the landowner has been unable to deduce title and in respect of which NGVL needs to exercise any compulsory acquisition powers to facilitate NGVL's project.

5. ACQUISITION STRATEGY

5.1 Introduction

5.1.1 NGVL's preference will always be to secure land rights on a voluntary basis. This will be through negotiation with individual landowners to obtain an option agreement for the grant of an easement for the cables and for an acquisition or long lease of the Converter Site. To help to facilitate this National Grid's Land Rights Strategy ('LRS') has been used.

5.2 The Land Rights Strategy

5.2.1 The LRS was developed by National Grid ('NG') in 2010 in order to provide a consistent methodology for acquiring land rights for National Grid's infrastructure projects, both for Development Consent Orders ('DCOs') and Town & Country Planning Act/Compulsory Purchase Order schemes ('CPOs'). The strategy has been implemented on all NG projects requiring land and rights acquisition and is under continuous review to ensure that it is still fit for purpose, achieves what it needs to for the business, and meets the expectations of third party landowners and occupiers. National Grid was one of the first utility companies to formally adopt and promote this approach.

5.2.2 The most recent review of the LRS was undertaken 18 months ago. It was identified that the LRS still enabled effective and consistent communication with those most affected by our proposals and that it continues to meet the requirements of the CPO Guidance on seeking to acquire land by negotiation, and that its terms continue to enable NG to treat people fairly.

5.3 NGVL LRS Approach

5.3.1 In accordance with the LRS, and the CPO Guidance, NVGL has sought to enter into option agreements to acquire the land and rights that it requires for the purposes of the UK Onshore Scheme. For the HVDC cable corridor, HoTs for an option agreement to enter into an easement for the grant of the easement rights required were issued to all landowners on the cable route in November 2017 and, following land agent and owner feedback, they were amended and re-issued in May 2018. Examples of the feedback and associated changes are included at Appendix 2 but included such things as:

- Addition of a development clause to deal with future development and compensation.
- Removal of the option period extension clause.

- Increasing the depth of the cables to help to avoid interference with land drains and farming operations.
- Clarifications on decommissioning.
- Confirmation relating to above ground structures and marker posts.

5.3.2 Copies of the standard precedent HoTs and Option Agreement for NGVL are included at Appendix 5 and 6, however the principal terms included in those heads cover in amongst other things:

- Access
- Option Area
- Easement Width
- Construction Working Width
- Cable capacity
- Cable Depth
- Payment Terms
- Option Period
- Rights required
- Reinstatement
- Land Drainage
- Code of Practice
- Dispute Resolution

5.3.3 This approach has been informed by the advice contained at Section 3 of the CPO Guidance and, in particular, the recommendation that:

"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."

In this context, the offers made have been reasonable, have been based upon constructive engagement and have relied upon appropriate and considered mitigation to safeguard the landowner interests. It is on this basis that I consider NGVL have offered advice and support to affected landowners and have sought to *"alleviate concerns about future compensation entitlement by entering into agreements"* in accordance

with the advice provide at paragraph 19 of the CPO Guidance (CD Ref: A.12).

5.3.4 The day to day negotiations have been carried out Dalcour Maclaren ('DM') acting on behalf of NGVL and managed/instructed by the NGVL Land Team being led by myself. The acquisition process is an iterative one and started in September 2017 as explained in more detail in section 6 below. In addition to conducting the HoTs negotiations, throughout the project the NGVL Land Team and DM have sought to explain NGVL's land requirements and keep landowners aware of the stage of the project we were at. Landowners and occupiers have been provided with regular project update letters and issued with a Code of Practice relating to construction and re-instatement provisions to be adhered to by the NGVL, which is described in more detail in section 6.3 below.

5.3.5 Numerous landowner and agent meetings have also been held as required to address concerns relating to various matters including but not limited to, rights required, soil classification, land drainage, access, re-instatement and cable routeing. Wherever possible these concerns have been addressed via terms contained within the voluntary agreements and where appropriate a consistent approach has been adopted to amending the terms so that any non-site specific amendments are available to all Grantors. For example, removal of the Option extension clause, an increase to 14 days' notice for survey works, and an increase to additional land payment rates.

5.4 Proposed Compensation payments

5.4.1 For underground cables, NGVL proposes to secure the necessary rights in line with the LRS, by paying 80% of the open market freehold land value, for the area of the permanent easement. NGVL will use Option Agreements to secure those rights in advance of completing the deed of grant of easement. The 80% is paid to represent the diminution in the value of the easement strip due to the presence of the cable. 25% of that agreed value is paid on completion of the Option, 50% paid on taking entry to the land and the remaining 25% paid on completion of the deed. The payment structure and incentivisation offered by NGVL is intentionally more attractive than would be available to a landowner through the compulsory acquisition process to encourage voluntary agreement.

5.4.2 However, as NGVL is committed to working collaboratively with all landowners and their appointed agents in order to seek agreements on a voluntary basis, we also offered an uplift of 20% on the land values

for HoTs that were signed and returned by 30th March 2018 and an uplift of 10% on the land values for the HoTs signed and returned initially between 31st March 2018 and 25th May 2018. Due to re-negotiation of the HoTs and landowner and agent feedback received, these dates were then extended further on the re-issue of revised terms at the end of May 2018 as follows:

5.4.2.1 A 20% uplift still applied to terms signed and returned within a period of 20 working days of the date of the postmark of the covering letter accompanying the revised HoTs issued; and

5.4.2.2 A 10% uplift still applied to terms signed and returned within 10 working days from the expiry of the 20% uplift period.

5.4.3 In an effort to conclude negotiations with those owners that have yet to agree on a voluntary basis the uplifted land values remain open and are still being offered at the present time.

5.4.4 The table below lists the land values used to calculate the payments in the HoTs and illustrates the impact of the uplifts.

ALC Grade	Land Value £/acre	20% uplift £/acre	10% Uplift £/acre
1	10,000	12,000	11,000
2	8,000	9,600	8,800
3 and below	7,000	8,400	7,700

5.5 Compensation available for residual impacts

5.5.1 Whilst NGVL has sought to mitigate so far as reasonably practicable the impacts that the UK Onshore System will have upon landowners and occupiers affected by the project, NGVL recognises that there will be circumstances during the execution and use of the works that may give rise to claims for losses being submitted by landowners and occupiers. NGVL has, through its HoTs, offered payment terms to cover the diminution in value of the land affected by the rights being sought and additional payment terms for land required to facilitate construction outside of the construction working width. All grantors will in addition to these payments be able to claim for losses caused as a direct result of the works as provided for within the CPO Compensation Code.

5.5.2 In the event that terms for a negotiated agreement cannot be concluded, affected parties may be entitled to claim under the CPO

Compensation Code, which may include compensation for one or more of the following heads and/or basis of claim:

- a) Acquisition of land and/or acquisition of rights (and imposition of restrictions)
- b) Crop Loss and other disturbance
- c) Third Party Professional Fees
- d) Severance and Injurious Affection
- e) Blight
- f) Claims arising under Part 1 of the Land Compensation Act 1973
- g) Claims arising under Section 7 or 10 of the Compulsory Purchase Act 1965

5.5.3 The principle underlying the CPO Compensation Code is one of equivalence. What this means is that the compensation payable to landowners and occupiers is assessed on a basis that seeks to place the affected party in the same financial position as if they had not been affected by the scheme. As explained by paragraph 72 of the CPO Guidance (CD Ref: A.12), *'Compensation payable for the compulsory acquisition of an interest in land is based on the principle that the owner should be paid neither less nor more than their loss. This is known as the 'equivalence principle'.*

6. STATUS OF NEGOTIATIONS

6.1 Landowner Engagement

- 6.1.1 In accordance with the LRS NGVL has sought to ensure that all reasonable efforts have been made to reach a voluntary agreement with affected landowners and occupiers and where possible their concerns have been considered and, if appropriate, addressed by the project team.
- 6.1.2 Engagement with landowners first commenced in February 2016 with land referencing activities and then continued as part of the consultation held during the development of the UK Onshore System. This continued throughout the planning application process, during which a number of landowner engagement events were held. As noted previously, the day to-day-negotiations, which commenced in September 2017, have been carried out by DM acting on behalf of NGVL and managed/instructed by the NGVL Land Team.
- 6.1.3 In addition to conducting the HoTs negotiations with landowners and their agents, the NGVL Land Team and DM have had a communicative role. Throughout the considerable engagement period, NGVL and DM have taken time to explain NGVL's land requirements and kept them apprised of the stage of the project. A detailed list of this engagement is included at Appendix 1.

6.2 NGVL Change Process

- 6.2.1 As part of the ongoing liaison, NGVL promoted feedback from landowners on the proposed route of the cable. A letter with accompanying plans relevant to the specific landowner was sent by post in August 2017. The letter offered a meeting over a 6 week period. Following the letter being issued repeated efforts were made to contact all landowners by telephone to ask if they would like a meeting. As a result of this engagement NGVL received route change requests from a number of landowners which they were able to consider during the evolution of the scheme design and accommodate wherever possible and appropriate.
- 6.2.2 An example of this 'working with you' approach was the case of the owner of a pig enterprise who was looking to expand his buildings and farmstead. The route of the cable was realigned within that land parcel to accommodate the future expansion.
- 6.2.3 A further example would be where the route was realigned within the same land parcel and an alternative mechanism of installation was

promoted by the landowner and agreed by NVGL in order to avoid areas that had been established as part of an Agri Environment Scheme (AES). These changes to the routing, albeit relatively minor (circa 30m) were made where possible to accommodate the landowner requests and were all still within the planning boundary.

6.3 Other assistance and commitments provided to landowners.

6.3.1 In addition to seeking to acquire land by agreement, NGVL has taken other steps to try to help owners and occupiers affected by the Order. The NGVL Land Team has attended several meetings with the National Farmers Union ('NFU') and also with representatives from the Lincolnshire Association of Agricultural Valuers ('LAAV') as part of their Land Interest Group ('LIG'). The land rights strategy and acquisition strategy has been discussed at those meetings in some detail as has the content of NGVL's proposed HoTs.

6.2.4 The feedback from those meetings along with feedback from other land agent discussions has been taken on board wherever possible and that has resulted in the original template HoTs being amended and re-issued twice to address points raised. Following those amendments and clarifications the LIG was disbanded, the members being happy to sign on to the revised HoTs.

6.3.3 NGVL have also set out their commitments to land owners and/or occupiers in a Code of Practice which provides information on the working practices of NGVL and their contractors, and describes the key mitigation measures relating to land drainage, farming operations and disturbance. A copy of the code is available at Appendix 7. This is a very similar document to that used on other National Grid projects for many years and has always been well received by landowners and occupiers and forms an easy point of reference for discussion on many issues. The Code of Practice includes information on Planning and Pre-Construction, Construction Phase, Restoration Phase, Supervision, Legal and other matters.

6.4 Progress to Date

6.4.1 As noted above, NGVL began negotiations with landowners in September 2017 and has continued its negotiations since then. NGVL has demonstrated its commitment to acquiring land and rights by agreement having already secured agreement with a substantial number of the interests required for the delivery of the Viking Link Interconnector.

- 6.4.2 To date HoTs have been agreed over 98.8% of the total route of the project for the HVDC route, and agreed across 100% of the HVAC route.
- 6.4.3 HoTs are at an advanced stage of negotiation for the converter site and the access road with the two landowners affected.
- 6.4.4 We continue to make progress with negotiations with those owners that have yet to enter into a voluntary agreement, but at the date of this proof of evidence the following parties have yet to agree to HoTs;
- 6.4.4.1 HVDC Route Landowner CPO objectors
- (a) The Canal and Rivers Trust
 - (b) Network Rail
- 6.4.4.2 HVDC Landowners not yet agreed, but not objectors
- (a) Environment Agency
 - (b) Highways England Historical Railways Estate
- 6.4.4.3 Converter Site and Access Road
- (a) Mr J R Wray
 - (b) The Duchy of Lancaster
- 6.4.5 Detail on the current state of negotiations in relation to each of the above land owners is included at Appendix 4.
- 6.4.6 A further update will be provided to the inquiry in due course.

7. SPECIAL CATEGORY LAND

7.1 This section sets out those parts of the Order Land for which special provision is made.

7.2 Crown Land

7.2.1 There are no proposals to compulsorily acquire any Crown interest. However, the proposed onshore works do affect Crown land and certain interests as follows:

- Plots 20-11, 20-12, 20-13 and 21-22 - the Queen's most excellent majesty as mines and minerals owner, the interest relates to minerals below 200ft only and therefore does not affect the rights we are seeking.
- Plot 21-23- the Queen's most excellent majesty as presumed owner of subsoil, this interest also relates to minerals below 200ft which is also below the public highway and so again does not affect the rights we are seeking.
- Plots 31-08, 31-09, 31-10, - land held by the Secretary of State for Transport as administered by Highways England Historical Railways Estate;
- Plot 31-11 – land held by the Secretary of State for Transport as administered by Highways England Historical Railways Estate, in respect of river bed;
- Plots 35-04 and 35-07- Crown Estate Commissioners as beneficiary of restriction on freehold. The restrictions relate to a Deed dated 1st Dec 2005, between the landowner and the Crown Estate, whilst we are not aware of the specific nature of the deed we have consider the rights we are acquiring in this area and do not at this stage consider there is any need to acquire rights from the Crown.
- Plot 44-01- part of drain held by the Duchy of Lancaster;
- Plots 44-02 and 44-03 - held by the Duchy of Lancaster on behalf of the Crown which are required for the purpose of constructing a permanent access road to the new converter station and a temporary construction compound respectively;
- Plot 44-04 - Duchy of Lancaster in respect of rights reserved by a Conveyance in Highway Land.

7.2.2 NGVL are at an advanced stage of negotiations with the Duchy of Lancaster for a lease with associated access rights over plots 44-01, 44-02 and 44-03 and also with Highways England Historical Railways Estate for an easement over plots 31-08, 31-09, 31-10 and 31-11.

7.3 Open Space Land

7.3.1 Schedule 3 to the Acquisition of Land Act 1981 ('the 1981 Act') (CD Ref: A.35) applies to the compulsory purchase of rights over certain specified types of land and affords it special protection.

7.3.2 Paragraph 6 of Schedule 3 to the 1981 Act contains restrictions which apply to the acquisition of rights over land forming part of a common, open space or fuel or field garden allotment:

7.3.2.1 "common" includes any land subject to be enclosed under the Inclosure Acts 1845 to 1882, and any town or village green;

7.3.2.2 "fuel or field garden allotment" means any allotment set out as a fuel allotment, or a field garden allotment, under an Inclosure Act; and

7.3.2.3 "open space" means any land laid out as a public garden, or used for the purposes of public recreation, or land being a disused burial ground.

7.3.3 A compulsory purchase order which authorises the compulsory purchase of rights over land forming part of a common, open space or fuel or field garden allotment shall be subject to special parliamentary procedure, unless the Secretary of State for Housing, Communities and Local Government certifies that:

- paragraph 6(1)(a)- the land, when burdened with the new right, will be no less advantageous to those persons in whom it is vested and other persons, if any, entitled to rights of common or other rights, and to the public, than it was before; or
- paragraph 6(1)(aa)- the right is being purchased to secure preservation/improve management of the land; or
- paragraph 6(1)(b)- land can be given in exchange for the right which is adequate to compensate the persons in whom the land is vested, those persons entitled to rights of common or other rights over that land, and the public, for the disadvantages which result from the acquisition of the right; or

- paragraph 6(1)(c)- the land affected by the right does not exceed 250 square metres and it is not necessary, whether in the interests of the persons, if any, entitled to rights of common or other rights or in the interests of the public, to give land in exchange for the right.

7.3.4 Open space Plot 01-11 is a section of beach, walkway and walkway/slipway leading to Moggs Eye Beach at Boygrift which is owned by ELDC.

7.3.5 Open space Plots 01-07 and 01-10 comprise of an area of grassland/sand dunes and seawall. Despite NGVL having made diligent enquiries the ownership of these plots is unknown.

7.3.6 Open space Plots 01-04, 01-06, 01-08, 01-09 comprise of walkway/public cycle track and sea defences. These plots are owned by Lincolnshire County Council ('LCC').

7.3.7 The aforementioned plots comprise partly of open space land known as the 'Sandhills' which was designated as such by the Lindsey Council (Sandhills) Act 1932 ("Sandhills Act") and partly of land which albeit not designated as open space, is 'Open Space' for the purposes of paragraph 6(5) of Schedule 3 to the ALA 1981 due to its use by the public for the purposes of recreation ('Open Space Land').

7.3.8 The Open Space Land is currently freely accessible to, and is in use by the general public for, recreational activities such as dog walking and other leisure activities.

7.3.9 Access Only Rights are sought over Plots 01-04, 01-09, 01-10 and 01-11; Cable Construction Rights and Landfall Zone Rights are sought over Plots 01-06, 01-07 and 01-08 (please see section 7 above for a full description of these rights).

7.4 Below is a brief description of the way in which the rights will be exercised over the Open Space Land during construction and operation, and the extent to which they will interfere with the public use of the open space:

7.4.1 Construction

7.4.1.1 Plots 01-04, 01-09, 01-10 and 01-11 are required to provide access onto the beach to facilitate HDD activities at the landfall point (i.e. the installation of cables beneath the existing sea defences). This will involve access predominantly on foot, and occasionally with plant and machinery. It is not envisaged that any physical works will need to be carried out

on these plots to facilitate access. No barriers or fences will be used to prevent public access along the promenade.

7.4.1.2 To minimise disruption to public use of Plots 01-04, 01-09, 01-10 and 01-11 and to avoid any conflict with the public, all vehicles or construction equipment travelling over these plots will be accompanied by a banksman, who will escort the vehicle or construction equipment, stop it should any member of the public be passing through, and only continue once the area is clear and it safe to do so.

7.4.1.3 The HDD itself will cross beneath Plots 01-06, 01-07 and 01-08, and will be at a depth of approximately 12m below the surface. Disruption to any public access during the construction works will therefore be limited to controlled crossings of NGVL construction vehicles across Plots 01-04, 01-09, Plot 01-10 and Plot 01-11. A pre-entry photographic record of condition of the Open Space Land will be taken prior to entry, and repeated on completion of the works, to ensure that the land is left in the same condition as prior to the works.

7.4.2 Operation

7.4.2.1 The current use of the Open Space Land by the public will be able to continue throughout the operation of the interconnector. Access over the Open Space Land will only be required by NGVL personnel to carry out routine annual visual inspections and maintenance of the cable route, or in the unlikely event that an emergency repair needs to be carried out to the cables. Routine inspections will require access on foot, and will therefore not result in any restriction to public use of the Open Space Land. An emergency repair would require similar access to that described above, and the same control measures would be put in place, with plant and machinery access across the Open Space Land being controlled by banksmen, to minimise disruption and avoid conflict with public use.

7.4.2.2 Again, no physical works are anticipated to facilitate such access. As the cables will be buried under part of the Open Space Land (i.e. underneath Plots 01-06, 01-07 and 01-08) by HDD, no visual impacts of the cable installation will remain on the surface. Route marker posts will be installed to indicate the position of the cables.

7.4.2.3 There will be some minor interference with the public's use of the Open Space Land during the construction phase of the UK Onshore Scheme. However, this will only be for a limited purpose i.e. taking access and for a short period of time.

7.4.2.4 Once the construction phase has been completed (estimated 2-3 months duration) access over the Open Space Land will only need to be taken on an annual basis, on foot, to carry out routine visual inspections and maintenance and in the unlikely event of an emergency repair being required. The physical appearance of the Open Space Land will be unaffected and the recreational uses for which the Open Space Land is currently used will not be affected by the acquisition of the new rights.

7.5 On the 19th of January 2019 an application was made to the Secretary of State for Housing, Communities and Local Government for a certificate under paragraph 6(1)(a) Schedule 3 to the 1981 Act that the land comprising Plots 01-04 and 01-06 01-11 inclusive, on the basis that "*when burdened with that right, will be no less advantageous to those persons in whom it is vested and other persons, if any, entitled to rights of common or other rights, and to the public, than it was before*". The reasons for that conclusion are those point made at paragraph 7.4 above. It follows that no exchange land is required.

7.6 Statutory Undertakers

7.6.1 Paragraph 3 of Schedule 3 to the 1981 Act 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.

7.6.2 A number of Plots of the Order Land are owned by statutory undertakers. The table at Appendix 8 details those Plots, which statutory

undertakers own and the status of negotiations. As can be seen, NGVL 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 UK Onshore Scheme.

7.6.3 Below is a brief description of the way in which the rights will be exercised over the area where the statutory undertakers have an interest during construction and operation, and the extent to which they will interfere with their use. As a result we therefore maintain that the project will not give rise to any serious detriment to those undertakers and their apparatus.

7.6.4 Construction

7.6.4.1 During the construction phase the civil contractor will contact the relevant utility and follow the guidelines and any specific requirements to get a permit to allow the works to be undertaken. It is expected that as soon as the civil contractor is appointed a series of meetings will be held between the utility, NGVL, and the appointed civil contractor. The aims of these meetings will be to allow all parties to fully understand the process and where possible develop strategies where multiple applications may be submitted and processed in the most efficient manner.

7.6.4.2 There are in excess of 350 crossings identified along the 67km HVDC route and the 2.3k HVAC route. These range from overhead lines to underground gas pipes. As many of the services have been installed in a common area, such as the side table along roads, NGVL have looked to group as many services as possible into a common HDD. This has resulted in the 400 services being crossed by 117 HDDs or open cut trenches, whichever is appropriate after discussion with the asset owner.

7.6.4.3 The HDDs do not require an outage for the asset being crossed as the clearances will be in excess of those specified. During the drilling works the drill head is monitored so its position is known at all times. This check may require an operative access to the land above the HDD scanning the ground to be crossed or monitoring from the drilling machine location from data from the drill head.

7.6.4.4 With the construction mainly crossing the assets underground it is not planned to affect the existing operation or service of the assets.

7.6.5 Operation

7.6.5.1 During the operation of the Viking Link Interconnector periodic checks over the route will be carried out which may be on foot or using aerial platforms such as helicopters or drones. There is a difference for these checks between the HVDC and HVAC route. The HVDC route does not have any above ground structures so the checks are mainly visual to ensure there is no interference with the cable route or the area over which rights are taken. The HVAC route requires checking of the earthing arrangements of the cables so above ground pillars are used at the joint bay locations. Pedestrian access to these pillars is required as well as the visual aerial inspection of the remaining section of the route.

7.6.5.2 The HVAC and HVDC cables are fitted with a sensing fibre optic cable which monitors its temperature. The cables are designed to operate within a temperature range, these are different for the HVAC and HVDC cables, due the material used for the insulation around the conductor. If during operation the temperature rises above a base level staff will be sent to the locations indicated to investigate. A reason for a higher temperature may be the thermal effect of piling soil or other farm material over the cable route. If the temperature was to fall over a short period of time this may indicated that soil has been removed and possible building works were being carried out within the permanent easement area.

7.6.5.3 There is no need to isolate or disconnect any of the services we cross during the inspection works during the operational period. If it becomes necessary to excavate the system for a maintenance fault the cables will be pulled out of the ducts and reinstalled without disturbing the assets or services. Once the ducts are in place NGVL will have the flexibility to work without opening the ground above the services or assets. NGVL will advise of any work undertaken in the vicinity of any services to avoid conflict with other planned work.

7.7 Gas and Electricity Markets (GEMA) Consent

7.7.1 NGVL is the holder of a 1989 Act Electricity Interconnector Licence (CD Ref: E.1).

7.7.2 By virtue of paragraph 2(1) of Schedule 3 to the 1989 Act (CD Ref: A.1), no order may be made which authorises the compulsory purchase of land (or rights in land) belonging to another 1989 Act licence holder, unless and until consent to the making of the order has been obtained from GEMA.

- 7.7.3 The only land to which this requirement could apply is land owned by NGET at the NGET Substation (Plots 41-01, 41-02, 41-03, 41-21 and 41-22). Whilst negotiations to acquire the rights required over this land were not concluded by the date of making the Order, HoTs are now signed between NGET and NGVL.
- 7.7.4 NGVL will therefore request that the Secretary of State seeks the consent of GEMA to the inclusion of this land in the Order, which consent will need to be obtained before the Secretary of State makes any decision to confirm the Order.

8. COMPLIANCE WITH CPO GUIDANCE

8.1 This section seeks to explain how the following paragraphs of the CPO Guidance (CD Ref: A.12) have been complied with.

8.2 *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.*

8.2.1 Section 5 of this proof sets out the acquisition strategy for NGVL and explains National Grid's LRS and the approach adopted by NGVL. NGVL has, over a significant period of time (set out in Appendix 1, liaised with the landowners and other interests and has sought to acquire the necessary land and associated rights by implementing that strategy. NGVL has sought to enter into option agreements for land and any rights, following the issue of HoTs.

8.3 *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.*

8.3.1 Section 5.1.1 of this proof confirms that the LRS was implemented to help facilitate landowner engagement and to obtain voluntary agreements where possible. National Grid's and NGVL's preference will always be to secure land and associated rights by agreement on a voluntary basis. NGVL's strategy with regards to compulsory purchase is to twin track to a degree both the making of the order but also to continue with voluntary negotiations.

8.4 *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.*

8.4.1 Section 5.4 and 5.5 of this proof sets out the compensation and proposed payments being offered by NGVL. The land values being offered for voluntary agreements have been incentivised with a 20% uplift to open market value. As stated at 5.4.3 to be reasonable and consistent to all those uplifted values remain open to those that have yet to agree.

8.5 *Paragraph 13 – it will be difficult to show conclusively that the compulsory acquisition of the land included in the order is justified in the public interest, at any rate at the time of its making if an acquiring authority does not have a clear idea of how it intends to use the land which it is proposing to acquire.*

8.5.1 The Purpose and Justification for The Order and Project Need is covered in Section 3 of the proof of evidence of Ms Wells and in Section 13 of the Statement of Case.

8.5.2 The National Infrastructure Delivery Plan 2016-2021 (CD Ref: A.19) confirmed the Government's ambition to achieve at least 9GW of additional interconnection capacity, comparing to the 4GW of current installed capacity. This has more recently been supplemented by National Grid's analysis which indicates that a total capacity of 17.4GW (or an additional 13.4GW of interconnection capacity) would provide "optimal benefit".

8.5.3 The contribution that the Viking Link Interconnector will make to the existing need for interconnection is significant. In offering 1.4MW of installed interconnector capacity, it will provide an immediate significant addition to the UK's current installed capacity, helping the UK achieve benefits of security of supply, affordable energy and offsetting the need for new generation.

8.5.4 NGVL continues to seek to acquire rights and interests by agreement where possible on appropriate commercial terms, it will not be possible to acquire all outstanding interests and rights by agreement. Furthermore, there are unknown ownerships in the Order Land, for which it has not been possible to establish the identity of the landowners following reasonable and diligent enquiry. It is therefore essential that the Order is confirmed to facilitate the development of the Viking Link Interconnector. All of the land required for the UK Onshore Scheme has been included in the Order, even where option agreements have been concluded with landowners. This is to ensure that the scheme is not impeded by the subsequent discovery (despite diligent enquiries) of any third party interests in that land, or by the inability to exercise the option agreements that have been secured for some reason. The reasoning for including land in the Order even where agreement has been reached has been explained to landowners and is set out further above.

8.5.5 Without the Order, the land and rights required for the UK Onshore Scheme cannot be secured in a timescale which will enable the component elements of the Viking Link Interconnector to be co-ordinated and delivered within a reasonable time period, if at all.

8.6 *Paragraph 16 – acquiring authorities are expected to provide evidence that meaningful attempts at negotiations have been pursued or at least genuinely attempted.*

8.6.1 Section 6 of this proof sets out in detail the significant landowner engagement that has been carried out by NGVL. NGVL has consulted with, engaged with and negotiated with all affected landowners since February 2016. Section 6.2 outlines the change process where changes and mitigation to the project proposed by landowners were considered and where possible adopted. Section 6.3 sets out the feedback and change that NGVL adopted with agents, landowners and stakeholder groups to get the HoTs in an agreed state which has resulted in 90% of the HVDC and 100% of the HVAC routes being agreed on a voluntary basis.

9. CONSIDERATION OF OBJECTIONS RECEIVED

9.1 A total of 13 objections were made to the Order. Ongoing discussion and negotiation has resulted in the following five of those objections being withdrawn:

- Witham Fourth Internal Drainage Board (OBJ7);
- Black Sluice Internal Drainage Board (OBJ8);
- Lindsay Marsh Internal Drainage Board (OBJ9);
- Mr J and Ms D Stanley (OBJ11); and
- Mr P and Mr N Benjamin (OBJ12).

9.2 The table at Appendix 9 details NGVL's response to the remaining objections.

10. SUMMARY AND CONCLUSIONS

- 10.1 In this proof of evidence I have provided a description of the Order Land. I have described the need for the Order Land, including providing a description of the land and the new rights that are required in order to deliver the UK Onshore Scheme. The justification for the extent of that land is explained in the proof of evidence of Mr Graham Symons.
- 10.2 I have described the acquisition strategy pursued by NGVL in respect of the UK Onshore Scheme and I have explained the status of negotiations at with landowners including the extent of land and rights already acquired by agreement.
- 10.3 I have explained the status of negotiations in respect of special category land.
- 10.4 I have explained how NVGL has complied with the CPO Guidance with respect to attempts to acquire by agreement and have provided an overview of the strategy NGVL have used to achieve that.
- 10.5 For the reasons explained in this proof of evidence I consider that all of the land included in the Order and the relevant rights being sought are necessary for the construction, operation, maintenance and protection of the UK Onshore Scheme and that NGVL has undertaken all reasonable steps to acquire those rights and land by agreement.

11. Declaration

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

Date: 4 June 2019

