

The Planning Inspectorate
National Infrastructure Planning
Temple Quay House
2, The Square
Bristol
BS1 6PN

Our ref: GC/NC/61310P
24th June 2025

Sent by email only to: Northfalls@planninginspectorate.gov.uk

Dear Sir/ Madam

North Falls - Deadline 6
T Fairley & Sons Ltd

Following the Compulsory Acquisition Hearing on the 17th June 2025, I provide a written submission following my oral representation made during the hearing.

As mentioned, my client, T Fairley & Sons Ltd, has engaged with the applicant for a number of years but we are now at a 'sticking point' with regards to the substation Heads of Terms, specifically on the matter of landscaping and injurious affection.

Landscaping

My client currently has the attached plan (see first attachment) annexed to the joint Heads of Terms which shows the Option Area immediately adjoining the boundary of the residential property, yard, and buildings. Whilst we have been informed that it is not the intention of the Applicant and Five Estuaries to exercise the Option over the area shaded pink around the residential property, you can understand why we have to assume worst case scenario when being asked to sign up to a legal agreement, which allows the Applicant and Five Estuaries to jointly exercise an option over land in line with the attached plan.

This will have a detrimental impact on the enjoyment of the residential property, future change of use opportunities and implications on the retained farmland, caused by the tree belts along Ardleigh Road. Furthermore, should the attached be exercised, it would be impossible to access and maintain the ditch to the east of Normans Farm land, which is fundamental for land drainage. This, in turn, would have a long-term impact on the farming of the land.

As touched on during the hearing, the Applicants landscaping proposals is our client's preferred proposal (see second attachment) in comparison to Five Estuaries. We therefore request that the Heads of Terms, which are prepared jointly between the Applicant and Five Estuaries, are amended to reflect the Applicants landscaping proposals.

Such a request was made in 2024, but the Applicant and Five Estuaries did not make the necessary changes, hence why we are now in this position.

We also request for greater engagement on the Landscape Design, given the significant impact this has on my client's property.

Injurious Affection

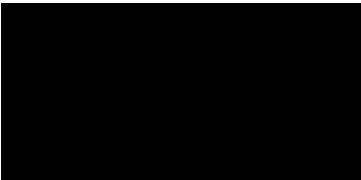
With the above matters considered, it is unreasonable that my client should be put in a position where it is unable to claim injurious affection for the devaluation on its retained residential property, which will be within close proximity of the substations. Our client owns the residential property, yard and buildings and which has been in the family and business ownership for a significant period and has enjoyed its situation, being integral to the wider farm. Should the Applicant and Five Estuaries proposals be approved and the Option exercised in line with the attached Option Plan, or even part of, the enjoyment of living in the property would be diminished, thus affecting the value of the property.

The current drafting of the Heads of Terms suggest that my client is not able to claim injurious affection if entering into a voluntary agreement. We accept this this will be available to my client should compulsory powers be exercised, but it is my client's intention to avoid the compulsory purchase route and enter into a voluntary agreement, subject to the terms being fair and reasonable.

Whilst we are in negotiations for a voluntary agreement, our client should not be in a position where part of the sale proceeds of the land is used to mitigate the devaluation of our client's retained residential property, yard, and buildings. We strongly request that this matter, which is currently being discussed with the Applicant, is taken seriously and that our proposals (which were sent to the Applicant on 2nd June 2025) are agreed to.

I hope the above and the attached provides the necessary information to support our client's position. We hope that we can have some greater certainty on the landscaping proposals to comfort my client, or, better still, to allow my client to sign the Heads of Terms without fear of the Option Area shaded pink on the attached plans being exercised.

Your faithfully,


Gwyn Church BSc (Hons) MRICS FAAV | Partner
For & on behalf of Brooks Leney

