

Land Parcels Affected 3/7, 3/12, 4/73, 4/89, 4/90, 4/91, 4/96, 4/132

Following the representations made at Compulsory Acquisition Hearing 2 (CAH2), and previous submissions, I write on behalf of our client, Norwich Diocesan Board of Finance Limited (“the landowner”), to provide this written representation for Deadline 4.

#### 1. Current position

The landowner do not object in principle to the proposed scheme. However, they maintain that the current proposals affecting their land are not yet sufficiently defined, justified, or negotiated, and therefore they cannot support the exercise of compulsory acquisition powers at this stage.

#### 2. Engagement

Whilst engagement with the Applicant has improved in recent weeks, discussions remain ongoing and unresolved. A further meeting with the Applicant and its agent, Fisher German, was held on 11 May, and no agreed Heads of Terms or voluntary agreements are currently in place.

Responsiveness remains inconsistent, and a number of earlier issues continue to be unresolved or lacking clarity.

#### 3. Extent of land take

The primary concern relates to the extent and expansion of land take associated with the scheme. The cumulative impact of the proposed land take includes:

- a. Permanent loss of productive agricultural land
- b. Temporary but prolonged occupation of land for construction purposes
- c. Fragmentation of fields, reducing operational efficiency

#### 4. Technical matters

A number of critical technical issues remain unresolved, preventing a proper understanding of the scheme’s impact, including:

- a. Soils: Insufficient detail on stripping, handling, storage, reinstatement and aftercare
- b. Drainage: Lack of clarity on protection, diversion and reinstatement of field drainage
- c. Construction impacts: Limited information on haul roads, compounds and working area
- d. Access: There remains uncertainty regarding the location of the proposed access.
- e. Water management: Insufficient detail on attenuation ponds, flood risk and mitigation measures
- f. Amenity & operations: Limited mitigation detail on dust, noise, crop quality and farm operations
- g. Land rights & constraints: Lack of clarity on permanent rights, easements and restrictions

The information provided to date is high-level and dispersed across multiple documents, making it difficult for the landowners to understand the practical implications. It is essential that the Applicant provides a single, consolidated document setting out how these matters will be dealt with together with detailed mitigation measures.

#### 5. Occupiers

Our client notes Mr Galloway’s comments at the CAH2 hearing regarding occupiers.

It is important to clarify that tenants do hold a legal interest in land, typically arising either under an Agricultural Holdings Act tenancy or a Farm Business Tenancy. The nature and extent of that interest and crucially the rights retained or reserved by the landlord are governed by the specific terms of the tenancy agreement.

In this case, the applicable tenancies do not reserve rights wide enough to enable the landowner to progress a voluntary agreement without first addressing the position with the occupier, as doing so risks breaching the tenancy.

It is noted that the draft Heads of Terms place an expectation on the landowner to secure the occupier’s consent. Our client does not consider this appropriate, as it effectively requires them to negotiate on behalf of the Applicant in respect of rights exceeding those contained within the tenancy. This arises concerns around transparency, conflicts, and the integrity of the landlord and tenant relationship.

At present, it is unclear how the Applicant intends to address occupiers’ interests or what is expected of each party (Applicant, Landlord and Tenant). Until this is clarified, our client is not in a position to finalise Heads of Terms. The landowner is, however, prepared to allow the Applicant to engage directly with the occupier and their advisers to properly secure the necessary rights.

It is therefore submitted that direct engagement by the Applicant with occupiers is required to ensure all interests are properly addressed, failing which the case for compulsory acquisition may be undermined.

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- i. Drainage: Lack of clarity on protection, diversion and reinstatement of field drainage
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#### 7. Agricultural and business Impacts

As stated at the CAH2, the cumulative effects of the scheme will have a clear and material impact on the landowners’ business.

These impacts extend beyond temporary disruption and include:

- Permanent loss of productive land and reduced efficiency
- Disruption to established farming practices
- Long-term implications for business viability

These are fundamental considerations when assessing whether the compulsory acquisition powers are proportionate and

justified.

#### 8. Compulsory acquisition

Our client has not yet been provided with sufficient information to make a proper and informed assessment of the proposals or their impacts. The current lack of clarity materially prejudices their ability to engage meaningfully in the process.

The landowners' position remains that compulsory acquisition powers should:

- a. Be used only as a measure of last resort
- b. Be exercised only where impacts are fully understood
- c. And follow genuine and meaningful negotiation

At present, our client does not believe these conditions have been satisfied.

#### 9. Conclusion

Our client therefore maintain the representations set out at Deadline 1 and respectfully request that the Examining Authority ensures the Applicant:

- a. Clearly justifies the extent of land take and rights sought
- b. Demonstrates proper consideration of reasonable alternatives
- c. Provides detailed responses to outstanding technical matters and mitigation measures
- d. Clarifies third-party coordination and cumulative impacts
- e. Engages in meaningful and timely negotiations including Occupiers
- f. Seeks to agree Heads of Terms and an Option Agreement before the close of the Examination

The Applicant has not yet provided sufficient clarity regarding the scope, justification, and coordination of the proposed compulsory acquisition and temporary possession powers.

Without this information, it is not possible to conclude that the powers sought are proportionate, justified, or appropriately targeted.

Until these matters are resolved, our client is not in a position to properly assess the impact of the scheme on their business. Accordingly, their concerns are maintained pending satisfactory resolution.