

Land Parcels Affected 5/30, 5/31, 5/33, 5/34, 5/35, 5/36, 5/37, 5/40, 5/41, 5/42, 5/43, 5/44, 5/45, 5/46, 5/47, 5/52, 5/57, 5/63, 5/65, 5/66, 5/67, 5/68.

Following the representations made at Compulsory Acquisition Hearing 2 (CAH2), and previous submissions, I write on behalf of our client, D N Grady Ltd (the landowners"), to provide this written representation for Deadline 4.

#### 1. Current position

The landowners 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. This includes additional land required for haul roads, construction compounds, utility diversions and attenuation ponds, some of which appear to extend beyond the defined working corridor

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 arrangements within the Order Limits, as well as the justification for the chosen route (refer to attached plan – access shown A-B). It is unclear why the compound cannot be accessed directly from the working corridor. The proposed access route would result in the loss of additional productive land and necessitate the removal of further hedgerow, which should be avoided where possible.
- 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. Third party works

There remains insufficient clarity regarding third-party utility works, including those associated with UKPN.

A meeting was held on 23 April with [REDACTED] (acting on behalf of UKPN), which was welcomed. However, since then there has been no further engagement.

Further detail is still required on:

- a. The relationship and coordination mechanisms between the Applicant and utility providers
- b. The justification for routes and construction methodologies
- c. Practical matters including drainage, reinstatement, soil handling and future access

#### 6. 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.

#### 7. Occupier

The land is currently let to a tenant under a Farm Business Tenancy, which does not reserve sufficient rights to enable the landowner, at this stage, to progress with a voluntary agreement without first addressing the position with the occupier to ensure that no breach of the tenancy arrangement arises. It is noted within the draft Heads of Terms that the landowner is expected to obtain the occupier's consent to the grant of the rights sought by the applicant.

The landowner does not consider it appropriate or reasonable to be required to undertake negotiations on behalf of the applicant to secure rights that go beyond those contained within the tenancy agreement. There are concerns at multiple levels regarding this approach, including the potential to place strain on the existing landlord and tenant relationship, the risk of misunderstanding or misrepresentation in communicating the extent of the rights sought, and the absence of professional instruction or authority for the landowner to negotiate in such a capacity.

That said, the landowner is prepared to provide consent for the Applicant to engage directly with the occupier to progress discussions and properly address the rights required. The landowner therefore maintains that it is for the applicant to take the lead in engaging with the occupier and their professional advisers to ensure transparency, protect the existing tenancy arrangements, and appropriately secure all necessary interests in land.

#### 8. Compulsory acquisition

The landowner have 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 maintains 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.

