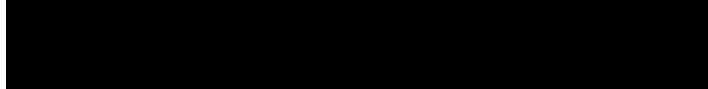


Planning Act 2008 – Infrastructure Planning (Examination Procedure) Rules 2010

Written Representation Regarding the Southampton to London
Replacement Pipeline Scheme

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SO23 8RZ

On behalf of Mr Y Ziv,



1 Summary

- 1.1 The Owner is the freeholder of [REDACTED] situated on Soames Lane, Monkwood near Alresford in Hampshire a substantial country dwelling and associated buildings constructed in 2006 set in approximately 10 acres of gardens and paddocks.
- 1.2 Overall a total of 0.45 hectares (1.1 acres) of land owned has been identified for compulsory acquisition by the applicant across Classes 2-4 as set out in the Book of Reference and Draft DCO.
- 1.3 The construction of the scheme may sever a number of private and public utilities which are within the Order limits.
- 1.4 The exercise of the powers and particularly the rights of access for ongoing maintenance will adversely impact the Owner's enjoyment of his property and its value. Access will be via a third party land holding and will require the breaching of his boundary.
- 1.5 The Key Terms and legal documents issued by the Applicant in advance of the DCO were not fit for purpose. Only after significant input from legal professional were these documents suitable for use. This did not happen until after the commencement of the examination process.
- 1.6 There is no requirement for the Applicant to acquire permanent rights given the limited life of the project.
- 1.7 The Owner is concerned about the loss of trees both in terms of ecology and security reasons.
- 1.8 The Owner is concerned about the adequacy of land restoration and the ongoing use of the land by horses.
- 1.9 The Owner considers the notice for temporary occupation is too short and should be a minimum of 3 months' notice.

2 Introduction

- 2.1 These are the Written Representations of Mr Yair Ziv (“the Owner”) to the application for a Development Consent Order by Esso Petroleum Company Limited (“Esso”) identified as the Southampton to London Pipeline Project Development Consent Order (“the DCO”).
- 2.2 The Owner is the freeholder of [REDACTED] situated on Soames Lane, Monkwood near Alresford in Hampshire. This is a substantial country dwelling constructed in a contemporary modern style in 2006 comprising of a large detached dwelling, conservatory, garage block, detached pool complex a range of outbuildings including riding arena, American barn, horse walker and landscaped gardens all situated 10 acres of managed land.
- 2.3 The house is situated to the south of Soames Lane in the hamlet of Monkwood, a sought after area of Hampshire close to Alresford and approximately 9 kilometres south west of Alton.
- 2.4 This Written Representation concerns the land identified by Esso as being required for the Southampton to London Pipeline Project (“the Scheme”).
- 2.5 The matters raised in these Representations are matters concerning the acquisition of rights over the Owner’s land and the impacts it will have on the enjoyment of the Owner’s retained property which will be unduly affected by the acquisition.

3 Compulsory Acquisition of Land

- 3.1 The draft DCO identifies the following plots as being required for the Scheme:

| Plot Number | Interest/Right to be Acquired | Amount of land required (m2) |
|-------------|-------------------------------|------------------------------|
| 407 | Class 4 | 50 |
| 408 | Class 2, 3 and 4 | 157 |
| 409 | Class 4 | 204 |
| 410 | Class 4 | 567 |
| 411 | Class 2, 3 and 4 | 3410 |
| 412 | Class 2, 3 and 4 | 42 |
| 413 | Class 4 | 28 |

3.2 Overall a total of 0.45 hectares (1.1 acres) of land owned has been identified for compulsory acquisition by the applicant.

3.3 The different powers as described in the book of reference are:

Class 2 – creation of new permanent rights in relation to a 6.3 metre wide strip of land in which an underground pipeline and/or associated pipeline infrastructure may be located, over which:

- rights to enter with or without vehicles plant and equipment for all purposes associated with these rights;
- rights to install the Pipeline within the land at a depth of not less than 1200mm below the present surface of the land and afterwards to retain, inspect, maintain, repair, alter, renew, divert, replace and remove or render unusable the Pipeline or any part thereof in on or under the Order Land;
- rights to use the authorised development;
- right to inspect, survey and subsequently assess the surface of the 6.3 metre wide strip and the Pipeline from the surface or from the air;
- rights to prevent the planting of any trees and fell, trim, lop and remove any trees, bushes or other vegetation within the 6.3 metre wide strip;
- rights to prevent the construction of or remove any structures, buildings, material deposits, items or hazards that have been placed within the 6.3metre wide strip;
- rights of continuous vertical and lateral support for the pipeline and ancillary apparatus within the 6.3 metre wide strip;
- rights to place or renew markers for indicating the position of the Pipeline or any part of it;
- rights to erect and maintain stiles, gates, bridges or culverts for the facilitation of access to the Pipeline or any part of it;
- rights to construct works for the facilitation of maintenance or inspection, or protection from damage and deterioration, of the Pipeline or any part of it;
- rights to install boreholes and such other monitoring equipment as may be necessary to ensure the safe operation of the Pipeline and to assess the state and condition of the land in the vicinity of the Pipeline;
- rights to temporarily place on land on or under which the Pipeline or any part of it is situated materials, plant or apparatus required in connection with the Pipeline or any part of it.

Class 3 – creation of permanent rights in relation to the land, over which:

- rights to construct, use and maintain works including the provision of means of access and parking;
- rights to remove buildings, structures and vegetation from the land;
- rights to construct works including the provision of means of access; and
- to carry out any activities ancillary thereto;
- rights to require the landowner not to do or suffer anything to be done upon the land which may interfere with the undertaker's access, including without limitation not to erect any building or structure or allow any plant or tree to grow within the land, not to change the level of the surface, ground cover or composition of the land or do or allow to be done anything that may cause the level of the surface, ground cover or composition to be altered, not to drill, dig or break up the land.

Class 4 – temporary possession powers which authorise the temporary possession of the relevant land for the construction and (for a duration of a 5 year maintenance period where the developer so chooses) the maintenance of the authorised development on the terms set out in those provisions.

4 Impact on the use of the Owner's Property

- 4.1 The land required for the Project is currently set out as gardens and paddocks used for the training of horses. The Project also requires the removal of several mature trees which provide screening and forms a border between the Owner's property and the neighbouring property to the west.
- 4.2 The main construction works and pipeline route will be approximately 100 metres away from the main house.
- 4.3 The positioning of the pipeline will also impact on a number of private and public utilities serving the Owner's property including an electricity cable connecting to a transformer box on an overhead line and a series of ground source heat pump pipes which provide heating to the main house and various outbuildings.
- 4.4 The plots which are subject to the Class 2 and 3 rights are hugely impacted by the vast extent of the rights being sought. However given the prescriptive nature of the rights sought by the Applicant there will also be an adverse impact on the retained property as it will be subject to permanent rights of access by the Applicant without notice onto the land in perpetuity.

5 Adequacy of consultation with affected parties

- 5.1 Fisher German, on behalf of the Applicants, issued 'Key Terms' for an Option Agreement to enter into a Deed of Grant of Easement to the Owners of land required for the scheme.
- 5.2 Although it is recognised that the issuing of these terms indicated the Applicant's willingness to negotiate in parallel with the statutory process there were a number of flaws in the terms which prevented owners from entering into to them. For example through the key terms Esso sought restrictive rights over a much larger area than the pipeline corridor which, if granted, would have imposed these rights over residential buildings including requiring any incoming purchaser to sign up to a deed of covenant to enforce the terms of the option agreement of any disposal even if that was nowhere near the pipeline itself.
- 5.3 In addition Esso were seeking the right to consent to any charge, easement, right, licence or tenancy over any part of the Grantor's Property. Again this would have included the main house and it would have been over-restrictive to ask Esso's permission prior to entering any tenancy or let over the house.
- 5.4 Through the involvement of a legal working group which included the Country Land and Business Owners Association the legal documents were negotiated to a point where they were suitable for owners to enter into. However this process took up

several months and only concluded after the Preliminary Hearing and start of the Examination Process. Therefore although Esso attempted to negotiate in parallel with the statutory process in reality the documents were not fit for purpose and therefore we question whether they have truly met their requirements under Government Circular 06/04.

6 Disproportionate Use of Powers

- 6.1 The pipeline has a limited design life (as shown by the need to replace the current pipe). Therefore it is not clear why the Applicant requires permanent rights over land in perpetuity.
- 6.2 In addition the Applicant is not 'relinquishing' the rights over the old pipeline. Therefore some unlucky landowners will be burdened by two easements which will sterilise more land than is necessary.
- 6.3 It should be a condition of the project that the rights over the old pipeline are released even if it remains in the ground once it has been decommissioned.

7 Removal of Trees

- 7.1 The project will require the removal of a number of mature trees along the border of the Owner's property including an old oak tree which adds heritage and character to the property. Under the terms of the DCO it will not be possible to plant replacement trees over the top of the pipeline width and therefore some of these trees will be lost forever.
- 7.2 Aside from the benefit of providing a screen for security purposes against the public right way which runs along this boundary the loss of trees in this position will inevitably damage the ecological quality of the surrounding area. We are not aware that the DCO seeks to address this loss at this location.

8 Land Restoration

- 8.1 The Owner is concerned regarding the quality of land restoration across both the pipeline line and working areas. Based on previous experience land restoration over an underground utility can be mixed in terms of quality and often the area is subject to depress and is uneven. This can cause issues to animals using the land over the pipe particularly horses which are susceptible to uneven ground conditions.
- 8.2 Bringing soils back to use after the construction of a major infrastructure project is very difficult. Therefore the way soils are stripped and stored is very important, as is the method of de-compaction of working areas. Soils will take many years to recover

from this sort of treatment and it can take a very long time before grass and other crops are able to be grown to the same yield and quality as before.

- 8.3 There is no mention of the control of weed species but no indication of how this will be implemented.

9 Impact on existing underground utilities

- 9.1 As set out above the working corridor includes an electricity cable connecting to a transformer box on an overhead line and a series of ground source heat pump pipes which provide heating to the main house and various outbuildings.
- 9.2 Through representations and site meetings attended by Carter Jonas on behalf of the Owner and Fisher German on behalf of Esso the severing of these utilities has been raised as a concern and we have asked if the DCO limits could be diverted or reduced in width to avoid any conflict with existing utilities. However to date no response has been provided by the Applicant or their agents.
- 9.3 Therefore the Owner remains concerned about the impact of the installation of the pipeline on these existing utilities and the potential severing of existing supplies.

10 Access to land for maintenance purposes

- 10.1 The Owner has concerns as to how the Applicant will access his land in the event of an emergency or routine maintenance of their infrastructure.
- 10.2 The DCO application suggests that access will be taken from the nearest public highway point (either Smugglers Lane or Soames Lane) across third party land. Since the Owner's land does not front the public highway in order for the Applicant to access the pipeline on his property they will need to access over third party land. This has the potential for damage to existing boundary treatments, for stock to escape and also create security concerns.

11 Diminution in Value to Owner's Property

- 11.1 Although it is appreciated that compensation matters are not necessarily a matter for the Examination Process we wish to record the Owner's concern over the potential impact the pipeline will have to the value of his property.
- 11.2 The property is a substantial country residence in a quiet but convenient rural location. Buyers at this end of the housing market are very particular and will want a property which offers them the appropriate security and minimise intrusion on their private lives and assets.
- 11.3 The Owner is concerned about the open ended rights of access and maintenance, without notice, that Esso are seeking under the DCO. There is a concern that if the Owner wanted to sell his property he would only be able to achieve a sale at below

market value due to the presence of the pipeline and the associated rights that granted.

12 Temporary Notice Period

- 12.1 In accordance with Article 29 of the Draft DCO the Applicant can exercise its temporary possession powers by serving a minimum of 14 days' notice and can remain on the land for up to 1 year after the completion of the part of the authorised development specified in relation to the land.
- 12.2 Likewise the DCO, if granted, enables the Applicant to take possession of land subject to a minimum of 28 days' notice in the maintenance period which is 5 years after the completion of the relevant part of the project.
- 12.3 Both these notice periods, particularly the notice requiring possession of land for construction purposes is wholly inadequate and not practical. The Owner would like a provision requiring Esso to provide him a minimum of 3 months' notice for all works required on his property.