

I refer to our ongoing discussions with the project team and our attempts to reach agreement for the temporary occupation of my client Adrian Hattons' land, to enable construction as a flood compensation area.

We finally received an accurate plan (2.4.25) and are ready to reach an agreement subject to commercials being agreed. We have put forward a proposal but (to date) NH have not engaged any further with regards to this.

We implore the project team to meaningfully engage to get this deal over the line, my client has engaged throughout the process adjusted their retirement plans, removed land from a solar planning application to enable a deal to be done and for NH to only take the land temporarily to undertake their work and then to hand it back.

There is no need for NH to rely on CPO powers and permanently acquire the land, the work can be undertaken under temporary possession. We are prepared to reach a deal, however it has to be on terms that do not leave Mr Hatton financially worse off.

NH should only permanently acquire the land if it is absolutely necessary for them to do so to undertake their works; it is not absolutely necessary for them to permanently acquire the land to do the work as we are poised to agree a deal for temporary occupation.