



2 November 2020

By Email

Planning Inspectorate

EastAngliaOneNorth@planninginspectorate.gov.uk

EastAngliaTwo@planninginspectorate.gov.uk

Dear Sir/Madam

SCOTTISH POWER – EAST ANGLIA ONE NORTH AND EAST ANGLIA TWO

REFS – 20024254 & 20024255

Please find enclosed the following documents.

1. My written representations as an Interested Party and as an Affected Person;
2. a bundle of documents referred to my written representations;
3. notification of my wish to speak at compulsory acquisition hearing 1; and
4. nomination of suggested locations and justifications for a site inspection which I would wish to attend.

In addition I would like to reserve the right to speak at any further open floor hearing to be held in the remainder of the examination if new matters arise during the course of the examination.

Yours faithfully

Michael Mahony

EAST ANGLIA ONE NORTH OFFSHORE WINDFARM
EAST ANGLIA TWO OFFSHORE WINDFARM



WRITTEN REPRESENTATIONS ON BEHALF OF
MICHAEL MAHONY, [REDACTED]

References in [bold] are to page numbers in the attached, paginated bundle

A. INTRODUCTION

1. This document comprises my representations in opposition to the Applicant's applications for permanent and/or temporary rights over the following land (as described on the Land Plan¹): Plots 114, 115, 116, 117, 117A, 126, 117A, 128, 129. These representations apply equally in respect of the applications for East Anglia One North ("EA1N") and East Anglia Two ("EA2") – the land and the purpose for which these rights are sought are identical in both applications.
2. I am also part of a wider group of local residents (SASES) who object in principle to the placement of the grid connection for projects EA1N and EA2 (including three substations, cable sealing end compounds, an additional pylon and associated infrastructure) next to the village of Friston. This group has made its own written representations along with Friston Parish Council. I adopt these in full and the following submissions are made without prejudice to them. I would also specifically note that the SASES representations include representations about the lengthy and uncertain duration of construction, hours of operation, traffic, construction noise and other similar matters which will be of particular relevance to me in the event that the DCOs are granted.
3. For the avoidance of doubt, these representations should not be considered to be an adequate substitute for an accompanied site visit, without which it will simply not be possible to properly assess the implication of this application for my property.

B. THE LAND

¹ EA1N Application Document 2.2, Sheet 9, <https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010077/EN010077-000961-2.2%20EA1N%20Land%20Plans.pdf> (Note that references are only given for EA1N documents, although the relevant EA2 documents are identical in all material aspects).

4. I am the registered freehold owner of [REDACTED]. The land within my ownership comprises title nos. SK198325, SK398679 and SK232978 [1-13]. The way in which the land is currently configured differs slightly from the way in which it is depicted by the relevant title documents, and is perhaps best demonstrated by the following satellite image.



Image 1: Satellite view of my property²

5. It will be apparent from the above that the land is broadly divided into two parts from north to south by a mature hedge, which can be seen beneath the blue highlighting. The land to the west of this hedge forms the residential curtilage to my home, [REDACTED] (**"the Residential Land"**). The land to the east is in agricultural use (**"the Agricultural Land"**). The land is used for cultivation primarily of cereal crops, for example rye and barley. The land is currently leased to a local farm business. The land is also traversed from south west to north east by power lines, attached to pylons which I have labelled in

² It should be noted that the woodland immediately to the east of the highlighted hedgerow is now much denser, as can be seen from Images 2-4 below

accordance with the designations used by the Applicant (I refer to these in more detail below).

6. I purchased [REDACTED] in 2009 having previously owned a house in Southwold since 1997. We had decided that our long-term future lay in East Suffolk and whilst initially our time here was limited to weekends and family holidays, we have increasingly spent more time here not least because my wife has now retired and I no longer work full time. Over the years we have spent considerable sums improving the buildings and the garden, which we open to the public to support the Suffolk Wildlife Trust and as part of the Open Garden Scheme. Our long-term plans will change if EA1N and EA2 go ahead (not least given the other projects which will follow) and we would move away from the East Suffolk area notwithstanding the loss in value of Moor Farm resulting from the proximity of multiple energy projects. Our reason for moving here was its tranquil rural setting away from the busy coastal towns of Aldeburgh and Southwold. Although our children have all now left home, they visit us on a regular basis (subject to Coronavirus-related restrictions) to enjoy a break from busy city life. Since the “lockdown” we have spent the majority of the our time at [REDACTED] and anticipate that this may continue even beyond the “lockdown”.
7. The general configuration of the Residential Land is as follows. The principal buildings are the house, barn and coach house all of which are used for residential purposes other than the ground floor of the barn which is a workshop/garage. The formal gardens surround these buildings. Beyond, them to the west is a wild flower meadow. To the south is a small area of woodland and a paddock. To the north is a pond and orchard and to the east the principal drive entrance and more woodland. The area to the east was originally part of the agricultural land but the previous owners (i.e. prior to 2009) changed its use, built a drive and planted the woodland and the hedgerow which now separates the residential land from the agricultural land. The woodland area to the east is a haven for wildlife including deer, hares, voles, field mice. There are also bats, owls and other birdlife. We keep bees here as well. We regularly walk in the woodland and often are able to get quite close to the wildlife in the early morning and evening because of the screening offered by the trees provided one is quiet! The drive is used by us, our visitors and for deliveries and is in regular use throughout the day.

C. LEGAL FRAMEWORK

8. The power to acquire land in the context of a DCO is contained in s.122 of the Planning Act 2008 ("**the 2008 Act**"):

122 Purpose for which compulsory acquisition may be authorised

(1) An order granting development consent may include provision authorising the compulsory acquisition of land only if the Secretary of State is satisfied that the conditions in subsections (2) and (3) are met.

(2) The condition is that the land –

(a) is required for the development to which the development consent relates,

(b) is required to facilitate or is incidental to that development, or

(c) is replacement land which is to be given in exchange for the order land under section 131 or 132.

(3) The condition is that there is a compelling case in the public interest for the land to be acquired compulsorily.

9. According to s.159 of the 2008 Act, "*Land includes any interest in or right over land*".
10. Guidance as to how these provisions should be interpreted and applied has been produced by the Ministry for Housing Communities and Local Government. It is entitled "*Planning Act 2008: Guidance relating to procedures for the compulsory acquisition of land*" ("**the Guidance**").³ The MHCLG has also issued more detailed and up to date guidance about compulsory purchase in general, but this does not differ materially from the Guidance.⁴ The Guidance is too extensive to quote in full below, but the material parts can be summarised as follows. The decision-maker must take into account the following factors:

- a. All reasonable alternatives to compulsory acquisition (including modifications to the scheme) have been explored;

³

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/236454/Planning_Act_2008 -
Guidance related to procedures for the compulsory acquisition of land.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/236454/Planning_Act_2008_-_Guidance_related_to_procedures_for_the_compulsory_acquisition_of_land.pdf)

⁴

[https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/817392/CPO_guidance - with 2019 update.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/817392/CPO_guidance_-_with_2019_update.pdf)

- b. All proposed interference with the rights of those with an interest in the land is for a legitimate purpose and is necessary and proportionate (and so in accordance with their human rights);
 - c. The applicant must have a clear idea of how it intends to use the land to be acquired;
 - d. There is a reasonable prospect of the requisite funds becoming available;
 - e. The land to be acquired is no more than is reasonably required (or reasonably necessary) for the purpose of the development;
 - f. There is compelling evidence that the public benefits that would be derived from the compulsory acquisition will outweigh the private loss that would be suffered by those whose land is to be acquired.
11. In relation to (b) above, which refers to human rights, the Courts have given consideration to the question of proportionality in the context of compulsory purchase. In *Baker v First Secretary of State* [2003] EWHC 2511 (Admin), Nicholas Blake QC (sitting as a deputy High Court Judge) held:
- That consideration [i.e. what is best of a number of possible solutions] has to be reflected in the decision making process. Proportionality is not simply whether at the end result the balance is fair, but whether, in getting there, it has been decided that the most appropriate course of conduct is also the least interfering with human rights, having regard to the public benefit to be achieved and the different means of achieving it.*
12. The human rights referred to above will include Article 1, Protocol 1 of the European Convention of Human Rights ("ECHR"), which guarantees a person's right to the peaceful enjoyment of his possessions and Article 8, which includes a right to the peaceful enjoyment of one's home.

D. SUBMISSIONS ON THE SPECIFIC RIGHTS SOUGHT

Overarching Point about necessity and alternatives

13. The Examining Authorities are referred to the SASES representations for my full submissions this point. However, I wish to re-state here that the Applicants' proposals to

acquire land in Friston in general should be considered in the context of Scottish Power and National Grid's existing land ownership at Bramford.

14. Appendix 1 [26] shows a Google Earth image of the Bramford substation site. The bottom half of the image shows the National Grid infrastructure at Bramford which serves Sizewell B and Scottish Power's EA1 windfarm and which will serve a Scottish Power's EA3 windfarm. The top half of the image shows the EA1 substation which is the completed structure to the left and the construction site of the EA3 windfarm. This should be compared to Appendix 4 [27] which is a plan from the DCO application for EA3 in 2015.⁵
15. Appendix 2 [26] shows details of the title numbers of the land and the registered owners of the land.
16. Appendix 4 shows the location of the EA1 substation, the proposed location of the EA3 substation and also shows a substation location for a future Scottish Power windfarm project.
17. Appendix 3 [27] shows Appendix 2 overlaid on Appendix 1. It is clear from Appendix 3 that both National Grid and Scottish Power already own undeveloped land at Bramford which, judging from the land available and the fact that in 2015 Scottish power was planning to construct at least one further substation there – see Appendix 4, could be sufficient to accommodate substation for each of EA1N and EA2 and expansion of the existing National Grid infrastructure to serve EA1N and EA2.
18. As is evidenced by a note of a meeting between the Planning Inspectorate and Scottish Power on 6 July 2016 the original intention was that both EA1N and EA2 would connect at Bramford and connection agreements. Under the heading of Grid connections update it is recorded that *"The Applicant was previously in a joint venture with Vattenfall and had agreements with National Grid for three projects to connect from the landfall at Bawsdey to Bramford, Suffolk. These were East Anglia ONE (EA1), East Anglia THREE (EA3) and East*

⁵ [https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010056/EN010056-000275-6.2.4%20Volume%202%20Chapter%204%20Site%20Selection%20and%20Alternatives%20Figures%20\(Fig%204.1%20-%204.4\).pdf](https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010056/EN010056-000275-6.2.4%20Volume%202%20Chapter%204%20Site%20Selection%20and%20Alternatives%20Figures%20(Fig%204.1%20-%204.4).pdf)

Anglia FOUR (EA4 - subsequently withdrawn). The grid agreements have now been modified by the Applicant to accommodate EA2 and EA1N." The note of the meeting is attached at Appendix 5 [28].

19. Two points flow from these facts:

- a. The Applicant cannot meet the stringent test for the compulsory acquisition of rights over my land where it alternative land available in Bramford that would reasonably serve its purposes; and
- b. The Applicant has a history of acquiring more land than it actually needs – a trait which is readily apparent from its attempt to acquire excessive rights over my land – as explained more fully below.

Plot 116

Rights sought over Plot 116 and purported justification

20. Plot 116 is shown shaded in brown on the Sheet 9 of the Land Plan.⁶ It is described in the Applicant's Book of Reference as "153500 square metres of agricultural land, grassland and pylons (Moor Farm)".⁷ This description is inaccurate: as will be apparent from Image 1 (above) and the accompanying description, Plot 116 also includes a large section of the Residential Land to the west of the hedge. An impression of this land can be taken from the following images, although these should not be regarded as a substitute for a site visit.

⁶ EA1N Application Document 2.2, Sheet 9, <https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010077/EN010077-000961-2.2%20EA1N%20Land%20Plans.pdf>

⁷ EA1N Application Document 4.3, p.75, <https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010077/EN010077-000983-4.3%20EA1N%20Book%20of%20Reference.pdf>



Image 2: This is the driveway leading to my house (on the left). The land to the right forms part of the Residential Land which has been included within Plot 116



Image 3: This image is taken looking north. The hedgerow running alongside to the right represents the boundary between the Residential and Agricultural Land



Image 4: This image shows part of the Residential Land to the west of the hedge which has been included in Plot 116



Image 5: This is taken from the south western corner of the Agricultural Land looking north along the hedgerow which borders the Residential Land. Pylon Zx022 is the nearest pylon in shot

21. The Applicant seeks temporary possession of Plot 116 for *“worksites for the construction and carrying out of the authorised project”*, for the *“laying of temporary vehicular access tracks, haul roads, hardstandings and improvements to tracks”* and for the *“temporary diversion of public*

rights of way” – see Schedule 9 to the Draft Development Consent Orders (“DCO”).⁸ The Applicant’s Statement of Reasons states (§153):

Plot 116 comprises the remainder of the agricultural field north of Saxmundham Road. The land will be used for the construction, operation and maintenance of temporary overhead lines. The land will also be used temporarily for areas for works associated with National Grid infrastructure and for access to these works, including any ancillary works necessary to facilitate said access

22. Further detail is provided in the Applicant’s Comments on my Relevant Representations, dated 11.06.20 (Volume 4) (“**the Response**”).⁹ Here the Applicant explains that the reference to the *“construction, operation and maintenance of temporary overhead lines”* is a reference to the work required to re-route the northern electricity line over my land (line Zx as shown on Image 1 above). The rationale for this work is described at p.116 of the Response. In short, in order to facilitate the connection between the two lines and the new National Grid substation (to be constructed on Plot 113 to the north of my land), it is necessary to increase the separation distance between the two overhead lines. This will require *“the permanent realignment of a short section of the northern overhead line further north”*.¹⁰ As a result, it will be necessary to replace the existing Zx021 pylon (as shown on Image 1 above) with another pylon (*“positioned locally to the existing pylon and within the same general alignment of the existing overhead route”*).¹¹ This new pylon will be better equipped to manage the new side forces associated with the slight re-alignment of the line.
23. The Applicant has explained that, in order to replace the pylon Zx021, it will be necessary to connect a temporary diversion line to pylon Zx022 and run it to the north west of the existing Zx pylon route.¹² The Applicant has suggested that *“the final arrangement for the temporary works will be fully determined following detailed design of the diversion”* but has also

⁸ EA1N Application Document 3.1, p.87, [https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010077/EN010077-000977-3.1%20EA1N%20Draft%20Development%20Consent%20Order%20\(with%20validation\).pdf](https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010077/EN010077-000977-3.1%20EA1N%20Draft%20Development%20Consent%20Order%20(with%20validation).pdf)

⁹ Document Ref. ExA.RR4.D0.V1, pp, 117-18, https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010077/EN010077-001771-ExARR4D0V1EastAngliaONENorthApplicantsCommentsonRelevantRepresentationsVolume4Landonw_344853_1.pdf

¹⁰ Response, p. 116

¹¹ Response, p. 116

¹² Response, pp. 117-18

stated that “oversail of the temporary overhead line over the residential curtilage may be required depending on the detailed design.”¹³

Response

24. The rights being sought over Plot 116 are extensive and are set out in full at Schedule 7 to the Draft DCO.¹⁴ In short, the Applicant would be able to, *inter alia*:

- a. Run electricity cables and erect pylons on land which falls within my residential curtilage, with a significant detrimental effect on my visual amenity and my ability to safely enjoy the Residential Land;
- b. Remove some or all of the hedge and trees, which provide essential visual and acoustic screening between my Residential Land and the Agricultural Land – and the works that will be undertaken by the Applicant to the north and west;
- c. The right to use plant, vehicles and machinery on or in very close proximity to my private residence, which would significantly affect my privacy and amenity.

25. This would amount to a significant interference with my rights under Article 1, Protocol 1 and Article 8 ECHR. Whilst it is accepted that the Applicant will require some of the land contained in Plot 116 for the works described above, the Applicant has failed to show that this interference is proportionate – and this is particularly so in relation to the Residential Land. Indeed, these rights require the boundary of Plot 116 to be moved as far from the Residential Land as reasonably possible.

26. In particular:

- a. Even the Applicant’s own application documents indicate that it has no intention of placing temporary lines or pylons over or near anywhere near the Residential Land. This work is listed on the Draft DCO as Work 40, which is

¹³ Response, p. 118

¹⁴ EA1N Application Document 3.1, pp. 74.78,
[https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010077/EN010077-000977-3.1%20EA1N%20Draft%20Development%20Consent%20Order%20\(with%20validation\).pdf](https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010077/EN010077-000977-3.1%20EA1N%20Draft%20Development%20Consent%20Order%20(with%20validation).pdf)

described as “temporary realignment works to the overhead pylons in the vicinity of Work No. 38”.¹⁵ The Applicant’s accompanying Works Plan shows that Work 40 will take place along a narrow corridor of land running underneath the existing electricity lines which demonstrates that (contrary to the Response) even the temporarily realigned lines and pylons will **not** oversail the Residential Land, or even come close to it.¹⁶ It follows that any temporary working areas required to access or facilitate work 40 will also not need to be in or close to the Residential Land.

- b. The Applicant’s response indicates that any temporary line will run from pylon Zx022 and therefore that the section of line to the south west of that pylon will not be affected. This was also confirmed to me by the Applicant’s Agents Dalcour MacLaren in an email dated 21.11.19 (see [14], §§2-6) (“**the DM Email**”). This email was sent in response to a detailed email sent by me on 21 October 2019 following a meeting on 17 October 2019 with Dalcour McLaren (agents for the Applicant) and representatives of Scottish Power and National Grid. This email also confirms (§3) that the temporary pylon will be placed on land to the north east of pylon Zx22. Given this, it would make no sense to run the line over or close to the Residential Land which is in the opposite direction and some distance away (see Image 5). The Applicant has certainly provided no justification for why this would be reasonably necessary.
- c. It follows from the above that there is no justification for enabling the Applicant to exercise any of the other ancillary rights sought over Plot 116 on or close to the Residential Land. For example:
 - i. The DM Email states (§14 [14]) that “*In terms of working area...SPR/National Grid would not need to store plant machinery or any materials on my land*”. The Applicant (without explanation) takes a slightly different position in the Response; however it still states that

¹⁵ EA1N Application Document 3.1, p. 33, [https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010077/EN010077-000977-3.1%20EA1N%20Draft%20Development%20Consent%20Order%20\(with%20validation\).pdf](https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010077/EN010077-000977-3.1%20EA1N%20Draft%20Development%20Consent%20Order%20(with%20validation).pdf)

¹⁶ EA1N Application Document 2.3.2, Sheet 9, [https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010077/EN010077-000963-2.3.2%20EA1N%20Works%20Plans%20\(onshore\).pdf](https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010077/EN010077-000963-2.3.2%20EA1N%20Works%20Plans%20(onshore).pdf)

the location of any temporary working area *“will be selected with due consideration to avoid existing watercourses, hedgerows and other known infrastructure/constraints where practicable”*.¹⁷ Given that the Residential Land is bounded by a substantial hedgerow and would present an obvious constraint, it would have to be avoided in any event. There is therefore no basis for seeking rights over it.

- ii. The DM email also states (§13 [14]) that *“in terms of access to carry out the works no access would be required from the Saxmundham Road. All plant, machinery, personnel, etc...will use the haul road from the proposed substation site”*. This appears to have been confirmed by the Response.¹⁸ Again, then, it would seem that there will be no need to use the Residential Land or those parts of the Agricultural Land close to it for access.

27. Further, although expressed to be temporary, the duration for which the rights sought can be exercised is not limited. This obviously has implications for the extent of the interference with my rights. The Applicant’s Response¹⁹ indicates that the realignment works (for which these rights are sought) will take up to 12 months. This limitation should be drafted into the DCO so that it can be secured.

28. It should be recalled that it is for the Applicant to demonstrate: (a) that there is a compelling case for the acquisition of the rights sought; (b) that all reasonable alternatives have been considered and (c) that rights to be acquired are no more than are reasonably required for the purpose of the development. In light of the above, this simply cannot be said to be the case for the Residential Land or the Agricultural Land immediately beside it. The western boundary to Plot 116 should therefore be moved significantly to the East and the rights sought over it reduced to only those which are reasonably necessary.

Plot 115

Rights sought over Plot 115 and purported justification

¹⁷ Response, pp. 118-19

¹⁸ Response, p. 118.

¹⁹ Response, p. 119

29. Plot 115 is shown shaded in blue on Sheet 9 of the EA1N Land Plan.²⁰ It is described in the Applicant's Book of Reference as "12552 square metres of agricultural land and pylons (Moor Farm)".²¹ Permanent and temporary rights are sought over this land. The Applicant's statement of reasons states (§152):

Plot 115 is located in the agricultural field north of Saxmundham Road. Permanent rights are sought for the construction, operation and maintenance of new overhead lines. The land will also be used for the construction, operation and maintenance of temporary overhead lines and will be used temporarily for areas for works associated with National Grid infrastructure and for access to these works, including any ancillary works necessary to facilitate said access.

30. The Applicant's Response states:²²

In terms of the rights required over plot 115 these are permanent rights for the purposes of replacing the existing pylon (Ref.4ZX021) which is proposed to be positioned locally to the existing pylon and within the same general alignment of the existing overhead line route, similarly, permanent rights will be required for any realigned conductors.

Response

31. The permanent rights being sought over Plot 115 are extensive (see Schedule 7 to the Draft DCO)²³ and go well beyond those which are reasonably required for the purpose of the development (and those which already exist in respect of the existing lines and pylons – see the Deed of Grant dated 16.08.02 between (1) Charles Grenville Vernon Wentworth and (2) The National Grid Company plc at [19-25] ("the Grant")). In particular (but not exclusively):

- a. The right to construct and install drains. There appears to be no reasonable basis for requiring drains to be constructed or installed on such a small piece

²⁰ EA1N Application Document 2.2, Sheet 9, <https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010077/EN010077-000961-2.2%20EA1N%20Land%20Plans.pdf>

²¹ EA1N Application Document 4.3, p.74, <https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010077/EN010077-000983-4.3%20EA1N%20Book%20of%20Reference.pdf>

²² Response, pp. 116-17

²³ EA1N Application Document 3.1, pp. 73-77, [https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010077/EN010077-000977-3.1%20EA1N%20Draft%20Development%20Consent%20Order%20\(with%20validation\).pdf](https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010077/EN010077-000977-3.1%20EA1N%20Draft%20Development%20Consent%20Order%20(with%20validation).pdf)

of land, which has had conductors and towers traversing it for a number of years.

- b. The right to install temporary welfare facilities. There appears to be no reasonable basis for requiring these since (a) Dalcour McLaren has already confirmed that there will be no requirement to store materials on my land (see above); and (b) Plot 115 is small and just a few metres from Plot 113, which is a large plot that the applicant already proposes to acquire as a construction site. This would be more than adequate for the provision of temporary welfare facilities. The Applicant's Response²⁴ does not adequately address this point, since even if it were necessary for construction activities to take place on Plot 115, welfare facilities could easily be accommodated in very close proximity on Plot 113.

- 32. The permanent rights sought by the Applicant should plainly be no more extensive than those contained within the Grant (about which no complaint has been made for decades) and so should be limited accordingly.

Landscaping

- 33. I also wish to make representations in respect of the Applicant's plans for landscaping in the north eastern corner of Plot 115, as shown on Figures 29.11a, 29.11b and 29.12 of the Applicant's Environmental Statement.²⁵ All three of these drawings show a gap in the

²⁴ Response, p. 121

²⁵ EA1A Application Documents : 6.2.29.11a Environmental Statement - Figure 29.11a - Outline Landscape Mitigation Plan (OLMP) General Arrangement, [https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010077/EN010077-001493-6.2.29.11a%20EA1N%20ES%20Figure%2029.11%20Outline%20Landscape%20Mitigation%20Plan%20\(OLMP\)%20General%20Arrangement.pdf](https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010077/EN010077-001493-6.2.29.11a%20EA1N%20ES%20Figure%2029.11%20Outline%20Landscape%20Mitigation%20Plan%20(OLMP)%20General%20Arrangement.pdf); 6.2.29.11b Environmental Statement - Figure 29.11b - Outline Landscape Mitigation Plan (OLMP) Illustrative Plan, [https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010077/EN010077-001494-6.2.29.11b%20EA1N%20ES%20Figure%2029.11%20Outline%20Landscape%20Mitigation%20Plan%20\(OLMP\)%20Illustrative%20Plan.pdf](https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010077/EN010077-001494-6.2.29.11b%20EA1N%20ES%20Figure%2029.11%20Outline%20Landscape%20Mitigation%20Plan%20(OLMP)%20Illustrative%20Plan.pdf); 6.2.29.12 Environmental Statement - Figure 29.12 - Outline Landscape Mitigation Plan (OLMP) Timing of Planting, <https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010077/EN010077-001495-6.2.29.12%20EA1N%20ES%20Figure%2029.12%20OLMP%20Timing%20of%20Planting.pdf>

hedgerow in this corner of the field. Figure 29.11a depicts this area as grassland. In fact, as is apparent from Image 1 (above) and will be even more apparent following a site visit, there is an existing hedgerow in this area – indeed the whole of the Agricultural Land is bordered by an established hedge albeit with a few gaps. The Applicant should be required to re-instate this hedgerow in its entirety at the conclusion of any works. Figure 29.12 suggests that a pre-construction hedgerow will be planted here. However, this cannot be correct because the Applicant intends to use this corner of the Agricultural Land to access Plot 115. Further, given the soil and weather conditions in Suffolk (particularly the dry summers), the Applicant should be required to adhere to a maintenance regime to ensure that the replacement hedgerow becomes established quickly and that any fell planting is remedied without delay.

Plots 126 & 117

Rights sought over Plots 126 & 117 and purported justification

34. Plots 117 and 126 are shaded in brown on the Land Plan.²⁶ Plot 117 is described in the Book of Reference as “5741 square metres of public road and verges (Saxmundham Road, B1121).” Plot 126 is described as “53 square metres of verge (off Saxmundham Road, B1121).”²⁷ It is unclear (looking at the Land Plan) how both Plots can be highway verge; indeed, it seems much more likely that Plot 126 is simply part of my property. Temporary rights are sought over this land. The Applicant’s statement of reasons gives identical reasons for requiring these rights. The reasons for seeking rights over Plot 126 are expressed as follows (§157):²⁸

Plots 122 and 124 to 126 are located on the adopted highway and highway verges on Saxmundham Road. Temporary rights are sought to clear vegetation to increase the visibility swathes on the approach to the new operational access to the East Anglia ONE North substation and the National Grid infrastructure.

²⁶ EA1N Application Document 2.2, Sheet 9, <https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010077/EN010077-000961-2.2%20EA1N%20Land%20Plans.pdf>

²⁷ EA1N Application Document 4.3, p.81, <https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010077/EN010077-000983-4.3%20EA1N%20Book%20of%20Reference.pdf>

²⁸ EA1N Application Document 4.1, p. 34, <https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010077/EN010077-000979-4.1%20EA1N%20Statement%20of%20Reasons.pdf>

Response

35. The Applicant has confirmed, via the Response²⁹, that I am assumed to be the owner of Plots 117 pursuant to the *ad medium filum* rule. It also states that I am assumed to be the owner of Plot 126. I make these submissions on this basis.
36. Both plots run along the southern boundary between my property and the Saxmundham Road along the southern approach to what will become the permanent operational access road at Plot 127. The following images give an impression of what this land looks like, but as above, should not be regarded as a substitute for a site visit.



Image 6: This is taken at the crossroads between Saxmundham Road, Kiln Lane and the driveway to Pond House. It shows the land set out at inset 10.2 at Sheet 9 of the Land Plan. It looks northwest along the Saxmundham Road towards Plot 127

²⁹ Response, p. 110



Image 7: The same view as Image 6 but taken from the opposite site of Saxmundham Road, showing the approach to Plot 127



Image 8: Taken from the same point as Image 6 but looking south east, in the opposite direction. Plot 126 is on the left hand side, moving into Plot 117



Image 9: Taken from approximately the same point as Image 8, but on the opposite side of the hedge, looking south east towards my house

37. Two things will be apparent from the above images:

- a. First, the hedge which runs between the boundary of my property and Saxmundham road (and falls within Plots 126 & 117) provides vital screening. If it were to be removed my property would look directly onto the road leading to a significant loss of privacy and a reduction in my amenity (both in terms of visual amenity and noise levels);
- b. Second, the part of Saxmundham Road leading along Plots 117 and 126 to Plot 127 is largely straight. Thus the removal of vegetation from that part of the road will not actually increase visibility – or at least not to the extent that would justify the significant interference with my own rights under Article 1, Protocol 1 and Article 8 ECHR

38. Accordingly, the rights sought by the Applicant cannot said to be no more than are reasonably required for the purpose of the development; nor has a compelling case been made out.

39. Furthermore, the Applicant appears to be arguing that the width of the operational access road (Plot 127) should to be up to 8m as currently proposed – see p. 111 of the Response.

Whilst it is accepted that the Applicant will need to acquire enough land to site the road in accordance with local ground conditions, the DCO should impose a smaller limit on the eventual width of the road, not least because:

- a. The Applicant has confirmed that HGVs will not use the road (see p.111 of the Response);
- b. The Applicant has confirmed that there will be no permanent widening of the Saxmundham Road, which is considerably less than 8m in width and is the only way to get to the operational access road; and
- c. The road has always been presented as an **operational** access road not a road required for construction purposes. I am concerned that, given the plans to expand the National Grid infrastructure to enable the connection of other offshore energy projects, this operational access road will in fact be used as a construction access road for the conduct of works necessary to enable such connections – see comments on cumulative impact below.

40. In short the width of the operational access road should be limited to no more than the width of the existing Saxmundham Road.

Plot 117A

Rights sought over Plot 117A and purported justification

41. Plot 117A is shown shaded in brown on Sheet 9 of the EA1N Land Plan, and the boundary between it and Plot 126 is shown in more detail at Inset 10.3.³⁰ It is described in the Applicant's Book of Reference as "2102 square metres of public road and verges (Saxmundham Road, B1121)".³¹ Temporary rights are sought over this land. The Applicant's statement of reasons states (§152):

Plots 117A, 118 and 122A are located on the adopted highway and highway verges on Saxmundham Road. The land will be used temporarily for areas for works associated with

³⁰ EA1N Application Document 2.2, Sheet 9, <https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010077/EN010077-000961-2.2%20EA1N%20Land%20Plans.pdf>

³¹ EA1N Application Document 4.3, p.76, <https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010077/EN010077-000983-4.3%20EA1N%20Book%20of%20Reference.pdf>

National Grid infrastructure and for access to these works, including any ancillary works necessary to facilitate said access.

42. However, the Applicant's Response goes further, stating:³²

Plot 117A – The land would be used for the assembly and erection of temporary netted scaffold protection which will be required over the B1121 crossing during stringing works as well as any vegetation clearance required to facilitate such works

Response

43. The Applicant has confirmed, via the Response³³, that I am assumed to be the owner of Plot 117A pursuant to the *ad medium filum* rule. I make these submissions on this basis.

44. At present the boundary of Plot 117A is immediately to the west of the main access to my property. The temporary rights sought have the potential to significantly disrupt this access by enabling the Applicant to erect temporary scaffolding above or on it. There is no justification for this:

- a. As I have explained above, the Applicant has confirmed that there will be no realignment or alteration of the lines to the south west of pylons Zx022 and Zw022. It is clear from Image 1 (above) that these lines do not extend as far to the west as my driveway or to the proposed border of Plot 117A.
- b. Furthermore, the configuration of Plot 116 (as shown on the Land Plan) is such that the Applicant would not have the right to pass any lines over my driveway in any event.

45. It therefore cannot be said that the Applicant reasonably requires the right to erect scaffolding there. The border of Plot 117A should be moved to the east at least as far as the boundary to Plot 116 which boundary should be moved to the east pursuant to my representations above.

Plots 114, 128 & 129

46. These plots are shown shaded in brown on Sheet 9 of the EA1N Land Plan. Plot 114 is described in the Applicant's Book of Reference as being "1528 square metres of footpath

³² Response, p. 110

³³ Response, p. 110

(north of Church Lane)".³⁴ Plot 128 is described as being "13774 square metres of agricultural land (Pond House)" and Plot 129 as "5329 square metres of agricultural land and hedgerow (Manor Farm)". Temporary rights are sought over this land as well as freehold acquisition.

47. The Applicant's Statement of Reasons states:

- a. *"148. Plots 109 and 114 are part of the public footpath off Church Lane as it travels in a northerly direction. Rights to acquire this land are sought as this will be land utilised for operational access road to the East Anglia ONE North and National Grid infrastructure."*
- b. *"Plots 128 and 129 are located across two agricultural fields further north of Saxmundham Road. Rights to acquire this land are sought as this land will be utilised for the operational access to the East Anglia ONE North substation and the National Grid infrastructure. The land will also be used for planting and bunding works for landscaping and the maintenance of the landscaping, to install a SuDS and associated pipes to connect into the local drainage network, and to divert and create new public footpaths. The extent and final location of all these works will be approved by the Local Planning Authority."*

Response

48. The Applicant's Response³⁵ indicates that I am considered to be the assumed owner of Plot 114 and the owner of a right of way over Plot 128. The basis upon which I am said to own a right of way over Plot 128 is not explained; however, if it is correct, then the same logic ought to apply to Plot 129. I make these representations on this basis.

49. At present, it is unclear to me what the Applicant intends to use this land for and I would be grateful for clarification. In short, the northern and eastern boundary between my field and the neighbouring land is all marked by mature hedges which provide essential screening between my property and the works which the Applicant will conduct to the north and east. I cannot see on what basis any of the land which is currently bordered by

³⁴ EA1N Application Document 4.3, p.74, <https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010077/EN010077-000983-4.3%20EA1N%20Book%20of%20Reference.pdf>

³⁵ Response, p. 110

hedgerows is required for the operational access road, which can easily be moved to the north and east beyond the boundaries to my field. Of course my concern is that National Grid may want this land to further expand their infrastructure to support other offshore energy projects (see section E Cumulative Impact below). In relation to plots 128 and 129 very little information has been provided in the applications in relation to SuDS other than there will be two retention pond which so far as I am aware will not be located on Plots 128 or 129.

50. Without more information, it is difficult for me to make more substantive submissions, save that I would object to anything which gave the Applicants the right to remove this screening and I would like assurances that this will not happen.

E. CUMULATIVE IMPACT

51. Finally, I am concerned that these DCOs are being used to acquire rights and build infrastructure that will facilitate future projects, particularly grid connections for the proposed National Grid Ventures Nautilus and Eurolink Interconnector projects, the substantial expansion of the Galloper and Greater Gabbard windfarms (now known as the Five Estuaries and North Falls windfarms and National Grid's Interconnector projects known as SCD1 and SCD2). The cumulative impact of these projects on my land and my rights, as well as the natural and historic environment has not been properly assessed. See further the written representations of SASES on this matter.

F. CONCLUSION

52. For the reasons given above, the Examining Authorities are invited to modify the rights sought by the Applicant in the manner outlined in these submissions.

Statement of Truth

I believe the facts stated in these written representations are true

Signed: MICHAEL MAHONY

Michael Mahony

Date: 29 October 2020

**EAST ANGLIA ONE NORTH OFFSHORE WINDFARM
EAST ANGLIA TWO OFFSHORE WINDFARM**



**NOMINATION FOR ACCOMPANIED SITE INSPECTION
MICHAEL MAHONY, MOOR FARM, FRISTON**

1. I am the owner of [REDACTED], which land comprises some or all of Plots 114, 115, 116, 117, 117A, 126, 117A, 128 and 129 on the Applicants' Land Plans.¹ I write to request that the Examining Authority undertake a supervised inspection of the above Plots. This request is made in respect of the applications for East Anglia One North ("EA1N") and East Anglia Two ("EA2") – the land and the purpose for which these rights are sought are identical in both applications. This request should be read alongside my written representations (dated "WR")
2. It will be apparent from my WR that I oppose the extent of the permanent and temporary rights which the Applicants seek over my land. One of my principal objections is to the boundary of Plot 116 which, at present, extends within the residential curtilage of my property (see §§20-28 of my WR). If the Applicants are allowed to acquire rights over this land it will significantly interfere with my rights under Article 1, Protocol 1 and Article 8 of the European Convention on Human Rights.
3. This objection cannot be determined without a full understanding of the land within my residential curtilage that is to be acquired, its contribution to my amenity, and its proximity and relationship to the buildings on my property and the adjacent agricultural land (which I own and over which the Applicants also seek to acquire rights – see §§20-28 of my WR). This land is not accessible or visible from public rights of way, it being on private property and screened by established hedgerows.

¹ EA1N Application Document 2.2, Sheet 9, <https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010077/EN010077-000961-2.2%20EA1N%20Land%20Plans.pdf>

4. The name, address and contact details of the person responsible for access to the sites are:

Michael Mahony

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

EAST ANGLIA ONE NORTH OFFSHORE WINDFARM



EAST ANGLIA TWO OFFSHORE WINDFARM

NOMINATION OF INTENTION TO SPEAK AT CAH 1
MICHAEL MAHONY, [REDACTED]

1. I am the owner of [REDACTED], which land comprises some or all of Plots 114, 115, 116, 117, 117A, 126, 117A, 128 and 129 on the Applicants' Land Plans.¹ As an "Affected Person", I write to request to speak at the forthcoming Compulsory Acquisition Hearing 1 pursuant to s.92 of the Planning Act 2008. This request is made in respect of the applications for East Anglia One North ("EA1N") and East Anglia Two ("EA2") – the land and the purpose for which these rights are sought are identical in both applications. This request should be read alongside my written representations (dated "WR").
2. It will be apparent from my WR that I oppose the extent of the permanent and temporary rights which the Applicants seek over my land (including land within my residential curtilage) and that this application engages my rights under Article 1, Protocol 1 and Article 8 of the European Convention on Human Rights ("ECHR"). I wish to make oral representations in support of the matters set out in my WR and in response to any evidence submitted by the Applicants in relation to my land.

¹ EA1N Application Document 2.2, Sheet 9, <https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN010077/EN010077-000961-2.2%20EA1N%20Land%20Plans.pdf>

Michael Mahony - Bundle for Written Reps

Title Number : SK198325

This title is dealt with by HM Land Registry, Kingston upon Hull Office.

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REGISTER EXTRACT

Title Number : SK198325

Address of Property : [REDACTED])

Price Stated : £1,200,000

Registered Owner(s)

:

[REDACTED]

Lender(s)

: None

Title number SK198325

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A: Property Register

This register describes the land and estate comprised in the title.

SUFFOLK : EAST SUFFOLK

- 1 (04.11.1999) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Moor Farm, Friston, Saxmundham (IP17 1NH).
- 2 (04.11.1999) The land edged and numbered 1 in blue on the filed plan has the benefit of the rights granted by but is subject as mentioned in the Deed dated 27 May 1987 referred to in the Charges Register in the following terms:-

"the Owner as Beneficial owner hereby grants unto the Grantees

(i) Full right and liberty to enter upon the Owner's adjoining land to lay a water supply pipe along the approximate line shown by a green line on the said plan at a depth not less than eighty centimetres

(ii) Full right and liberty to receive a supply of water through the said pipe

(iii) Full right and liberty to enter upon the Owner's land for the purpose of maintaining repair renewing the said pipe EXCEPT AND RESERVING unto the owner and her successors in title in fee simple (i) the right to tie into and connect to the water pipe at the approximate position of which is marked with an X on the plan attached hereto and (ii) the full right and liberty to receive a supply of water through the said water pipe

THE Grantees and their successors in title hereby jointly and severally covenant with the Owner and her successors in title to keep the said pipe in good repair and condition and to do as little damage as possible in the exercise of the rights hereinbefore granted and to make good at their own expense all damage or disturbance which may be caused in the exercise of such rights

THE Owner hereby covenants with the Grantees and their successors in title that she the Owner and her successors in title will be jointly responsible with the Grantees and their successors in title for the cost of keeping the said pipe in good repair and condition"

NOTE: Copy plan filed.

- 3 (04.11.1999) The land has the benefit of the following rights granted by the Deed dated 17 October 1996 referred to in the Charges Register:-

"the Trustees HEREBY GRANT to the Thompsons in fee simple a right of way from the point marked "X" on the Plan at the entrance to the public highway for a distance of three point five metres over that part of the driveway shown coloured yellow on the Plan at all times and for all purposes with or without vehicles or animals subject to paying a due proportion according to use of the cost of maintaining renewing relaying or repairing the extent of the said driveway shown coloured yellow on the Plan"

NOTE: The driveway coloured yellow referred to is shown tinted yellow on the filed plan. The point marked "X" referred to is reproduced on the filed plan.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

- 1 [REDACTED] CHAEL NE [REDACTED]
[REDACTED] and of [REDACTED]
- 2 (29.05.2007) The Conveyance dated 26 May 1987 referred to in the Charges Register contains purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- 3 (29.05.2007) The Deed dated 17 October 1996 referred to in the Property Register contains purchasers personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- 4 (07.05.2009) The price stated to have been paid on 1 May 2009 for the land in this title and other property was £1,200,000.
- 5 (07.05.2009) A Transfer of the land in this title and other land dated 1 May 2009 made between (1) Susan Mary Cole, Joan Annette Whybrow and Roger Guthrie (Transferors) and (2) Michael Neil Copinger Mahony (Transferee) contains purchaser's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Conveyance dated 26 May 1987 referred to in the Proprietorship Register:-

"The Purchasers shall within three months after the date hereof fence the property hereby conveyed between the points on the attached plan X-Y, ... B-D and D-E and forever thereafter keep a well constructed stock proof fence with pressure treated posts and three or four strands of wire with the posts being set at intervals of no more than three metres apart"

NOTE: Copy plan filed.
- 2 The following are details of the personal covenants contained in the Deed dated 17 October 1996 referred to in the Proprietorship Register:-

"The Thompsons shall maintain the existing stock proof fence between the posts "Y" and "D" on the Plan"

NOTE: The points D and Y referred to in the Deed dated 17 October 1996 have been reproduced on the filed plan.
- 3 (07.05.2009) The following are details of the personal covenants contained in the Transfer dated 1 May 2009 referred to in the Proprietorship Register:-

"The Transferee hereby covenants with the Transferors by way of indemnity only henceforth to observe and perform the covenants referred to in the Registers of the above numbered titles so far as they relate to the property and are capable of being enforced and any breach of them would or could expose the Transferors to liability and to that extent to indemnify the Transferors against any liability resulting from his future breach non-observance or non-performance"

NOTE: The titles referred to are SK198325 and SK232978.

C: Charges Register

This register contains any charges and other matters that affect the land.

Title number SK198325

- 1 (04.11.1999) A Conveyance of the land edged and numbered 1 in blue on the filed plan and other land dated 26 May 1987 made between (1) Nicholas David Blindloss and Winfreda Murray (Vendors) and (2) John Arnot Thompson and Mary Phyllis Thompson (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (04.11.1999) The land edged and numbered 1 in blue on the filed plan is subject to the following rights reserved by the Conveyance dated 26 May 1987 referred to above:-

"EXCEPT AND RESERVING unto the Vendors and their successors in title the owners and occupiers for the time being of Moor Farm Cottages Friston Suffolk and the Vendors retained property and their respective agents servants licencees:-

(a) the right to enter upon the property hereby conveyed for the purposes of laying underground electricity cables and wires between the points marked A-B on the said plan and to use the said cables and wires for the passage or conveyance of electricity to Moor Farm Cottages and the Vendors retained property and to enter upon the property hereby conveyed for the purpose of inspecting repairing maintaining or renewing the said cables and wires causing as little damage as possible in the exercise of such rights and making reasonable compensation for all damage done or caused thereby

(b) the right to enter (if necessary) upon the property hereby conveyed for the purposes of laying an underground water pipe and making all connections to the water pipe on the property hereby conveyed at the point marked "Z" on the said plan in connection therewith and to use the said water pipe for the passage or conveyance of water to Moor Farm Cottages and the Vendors retained property and to enter upon the property hereby conveyed for the purpose of inspecting repairing maintaining or renewing the said water pipe and connections causing as little damage as possible in the exercise of such rights and making reasonable compensation for all damage done or caused thereby

(c) all shooting and sporting rights over the property hereby conveyed"

NOTE: Copy plan filed.

- 3 (04.11.1999) A Deed dated 27 May 1987 made between (1) Audrey Clare Vernon-Wentworth (the Owner) and (2) John Arnot Thompson and Susan Mary Phyllis Thompson (Grantees) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 (04.11.1999) By a Deed dated 17 October 1996 made between (1) John Arnot Thompson and Susan Mary Phyllis (The Thompsons) and (2) Richard Stanley Keane and Winfreda Murray (The Trustees) the land edged and numbered 2 in blue on the filed plan was conveyed subject as follows:-

"SUBJECT to the covenants exceptions and reservations contained in the 1987 Conveyance"

NOTE: The 1987 Conveyance referred to is the Conveyance dated 26 May 1987 referred to above.

Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 26 May 1987 referred to in the Charges Register:-

"FOR the benefit and protection of the Vendors retained property (hereinafter called "the Retained Property") or any part or parts thereof and so as to bind the property hereby conveyed into whosoever hands the same may come the Purchasers hereby jointly and severally covenant with the Vendors and their successors in title that the Purchasers and persons deriving title under them will at all times hereafter observe and perform the following restrictions and stipulations

(a) Not to use the property hereby conveyed or any part thereof nor to allow or permit to be used all or any part of the said property for a caravan or camping site

Schedule of restrictive covenants continued

(b) Not to use or cause or suffer or permit to be used all or any part of the property hereby conveyed for any purpose which is or may become a nuisance or annoyance to the Vendors and in particular but without limitation to the generality of the foregoing not to use the property for storing breaking up selling or repairing motor or agricultural vehicles of any description"

- 2 The following are details of the covenants contained in the Deed dated 27 May 1987 referred to in the Charges Register:-

"FOR the benefit and protection of the Owner's property known as the Blackheath Estate Friston Suffolk or any part or parts thereof and so as to bind the Grantees' property into whosoever hands the same may come the Grantees hereby jointly and severally covenant with the Owner and her successors on title that the Grantees and persons deriving title under them will at all times hereafter observe and perform the following restrcitions and stipulations

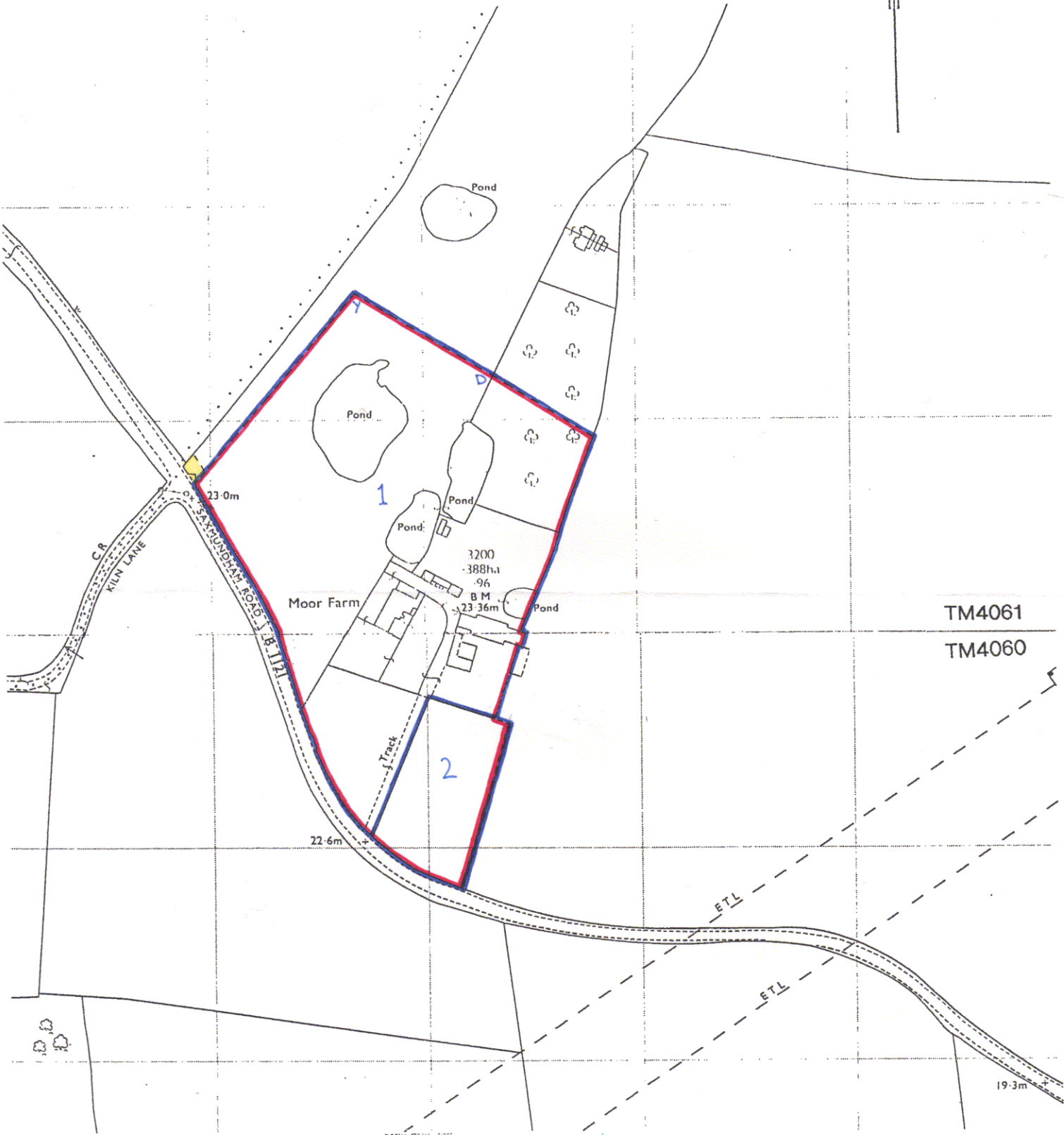
(a) Not to use the Grantees' property or any part therof nor allow or permit the same to be used for a caravan or camping site

(b) Not to use or cause or suffer permit to be used all or any part of the Grantee's property for any purpose which is or may become a nuisance or annoyance to the Owner and in particular but without limitation to the generality of the foregoing not to use the Grantee's property whether storing breaking up selling or repairing motor or agricultural vehicles of any description"

NOTE: The land edged and numbered 1 in blue on the filed plan is part of the Grantee's property referred to.

End of register

H.M. LAND REGISTRY		TITLE NUMBER
		SK 198325
ORDNANCE SURVEY PLAN REFERENCE	TM4060 TM4061	Scale 1/2500
COUNTY SUFFOLK	DISTRICT SUFFOLK COASTAL	© Crown copyright



TM4061
TM4060



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Title Number : SK398679

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REGISTER EXTRACT

Title Number : SK398679

Address of Property : Land at [REDACTED], Saxmundham [REDACTED]

Price Stated : Not Available

Registered Owner(s) : [REDACTED] R MAHONY of [REDACTED]

Lender(s) : None

Title number SK398679

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A: Property Register

This register describes the land and estate comprised in the title.

SUFFOLK : EAST SUFFOLK

- 1 (29.11.2019) The Freehold land shown edged with red [REDACTED],
[REDACTED] he Registry and being Land at [REDACTED],
- 2 (30.01.2020) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title possessory

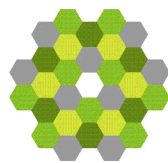
- 1 [REDACTED] AEL NEIL COPINGER MAHONY of [REDACTED]
[REDACTED]
- 2 (29.11.2019) The value as at 29 November 2019 was stated to be under £80,000.

C: Charges Register

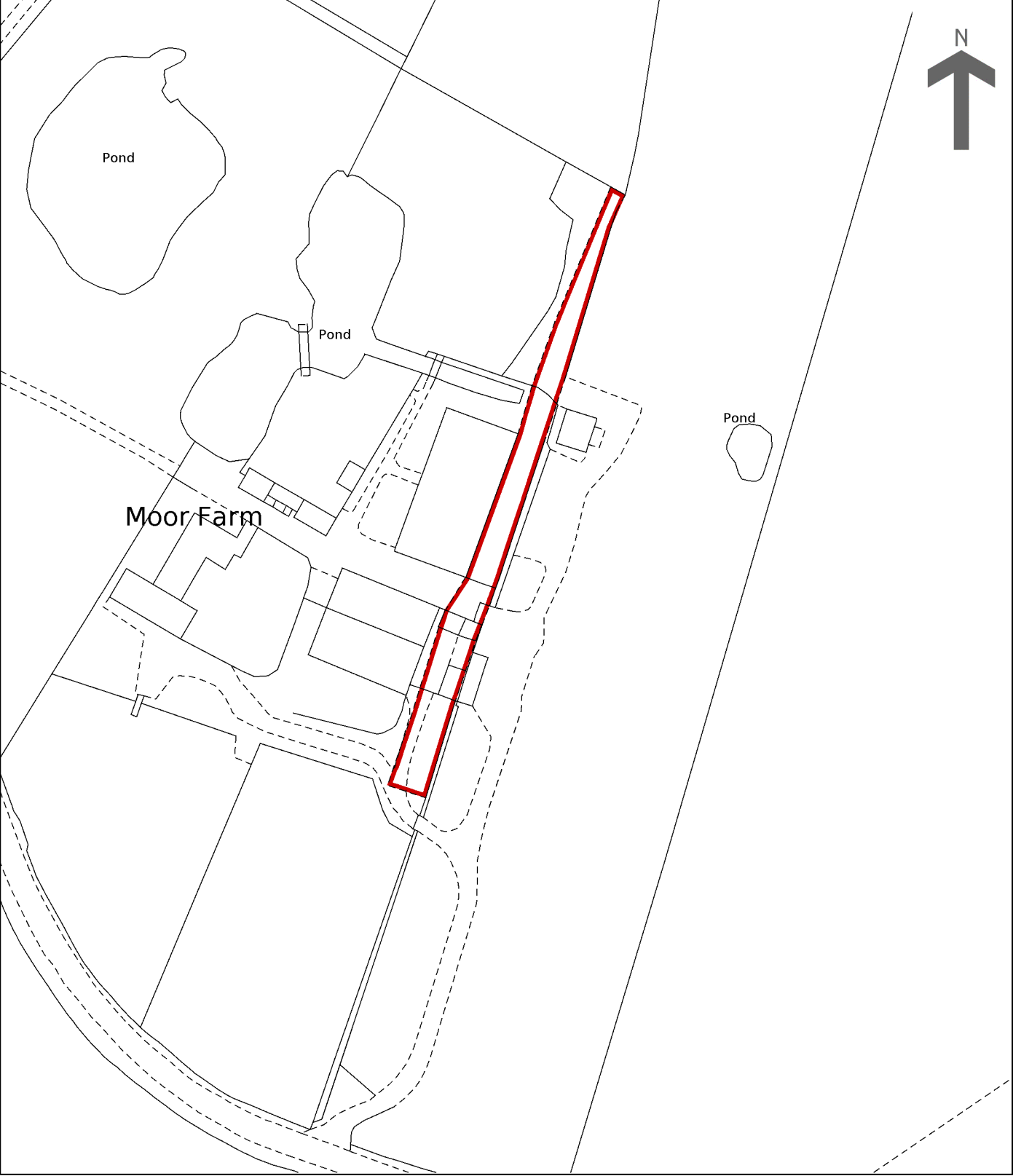
This register contains any charges and other matters that affect the land.

- 1 (29.11.2019) The land is subject to such restrictive covenants as may have been imposed thereon before 29 November 2019 and are still subsisting and capable of being enforced.

End of register



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This title is dealt with by HM Land Registry, Kingston upon Hull Office.

Title Number : SK232978

This title is dealt with by HM Land Registry, Kingston upon Hull Office.

The following extract contains information taken from the register of the above title number. A full copy of the register accompanies this document and you should read that in order to be sure that these brief details are complete.

Neither this extract nor the full copy is an 'Official Copy' of the register. An official copy of the register is admissible in evidence in a court to the same extent as the original. A person is entitled to be indemnified by the registrar if he or she suffers loss by reason of a mistake in an official copy.

This extract shows information current on 19 OCT 2020 at 10:20:49 and so does not take account of any application made after that time even if pending in HM Land Registry when this extract was issued.

REGISTER EXTRACT

Title Number : SK232978

Address of Property : [REDACTED] the East side of [REDACTED]
[REDACTED], Saxmundham

Price Stated : £1,200,000

Registered Owner(s) :

[REDACTED]

Lender(s) :

[REDACTED]

Title number SK232978

This is a copy of the register of the title number set out immediately below, showing the entries in the register on 19 OCT 2020 at 10:20:49. This copy does not take account of any application made after that time even if still pending in HM Land Registry when this copy was issued.

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A: Property Register

This register describes the land and estate comprised in the title.

SUFFOLK : EAST SUFFOLK

1 (17.09.2001) The Freehold land shown edged with red on the plan of the [REDACTED] d on the East side of [REDACTED].

2 (17.09.2001) The land has the benefit of the following rights reserved by but is subject to the rights granted by Deed dated 27 May 1987 made between 1) Audrey Clare Vernon-Wentworth (Owner) and 2) John Arnot Thompson and Susan Mary Phyllis Thompson (Grantees) -

"the Owner as Beneficial owner hereby grants unto the Grantees

(i) Full right and liberty to enter upon the Owner's adjoining land to lay a water supply pipe along the approximate line shown by a green line on the said plan at a depth not less than eighty centimetres

(ii) Full right and liberty to receive a supply of water through the said pipe

(iii) Full right and liberty to enter upon the Owner's land for the purpose of maintaining repair renewing the said pipe EXCEPT AND RESERVING unto the owner and her successors in title in fee simple (i) the right to tie into and connect to the water pipe at the approximate position of which is marked with an X on the plan attached hereto and (ii) the full right and liberty to receive a supply of water through the said water pipe

THE Grantees and their successors in title hereby jointly and severally covenant with the Owner and her successors in title to keep the said pipe in good repair and condition and to do as little damage as possible in the exercise of the rights hereinbefore granted and to make good at their own expense all damage or disturbance which may be caused in the exercise of such rights

THE Owner hereby covenants with the Grantees and their successors in title that she the Owner and her successors in title will be jointly responsible with the Grantees and their successors in title for the cost of keeping the said pipe in good repair and condition"

NOTE: Copy plan filed under SK198325.

B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

Title absolute

1 [REDACTED] 9 [REDACTED]
2 (07.05.2009) The price stated to have been paid on 1 May 2009 for the [REDACTED]

B: Proprietorship Register continued

land in this title and other property was £1,200,000.

- 3 (07.05.2009) A Transfer of the land in this title and other land dated 1 May 2009 made between (1) Susan Mary Cole, Joan Annette Whybrow and Roger Guthrie (Transferors) and (2) Michael Neil Copinger Mahony (Transferee) contains purchaser's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- 4 (07.05.2009) RESTRICTION: No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 1 May 2009 in favour of HSBC Bank PLC referred to in the Charges Register.

Schedule of personal covenants

- 1 (07.05.2009) The following are details of the personal covenants contained in the Transfer dated 1 May 2009 referred to in the Proprietorship Register:-

"The Transferee hereby covenants with the Transferors by way of indemnity only henceforth to observe and perform the covenants referred to in the Registers of the above numbered titles so far as they relate to the property and are capable of being enforced and any breach of them would or could expose the Transferors to liability and to that extent to indemnify the Transferors against any liability resulting from his future breach non-observance or non-performance"

NOTE: The titles referred to are SK198325 and SK232978.

C: Charges Register

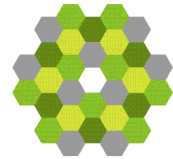
This register contains any charges and other matters that affect the land.

- 1 (06.09.2002) The land in this title is subject to the rights granted by a Deed of Grant dated 16 August 2002 made between (1) Charles Grenville Vernon Wentworth and (2) The National Grid Company PLC.

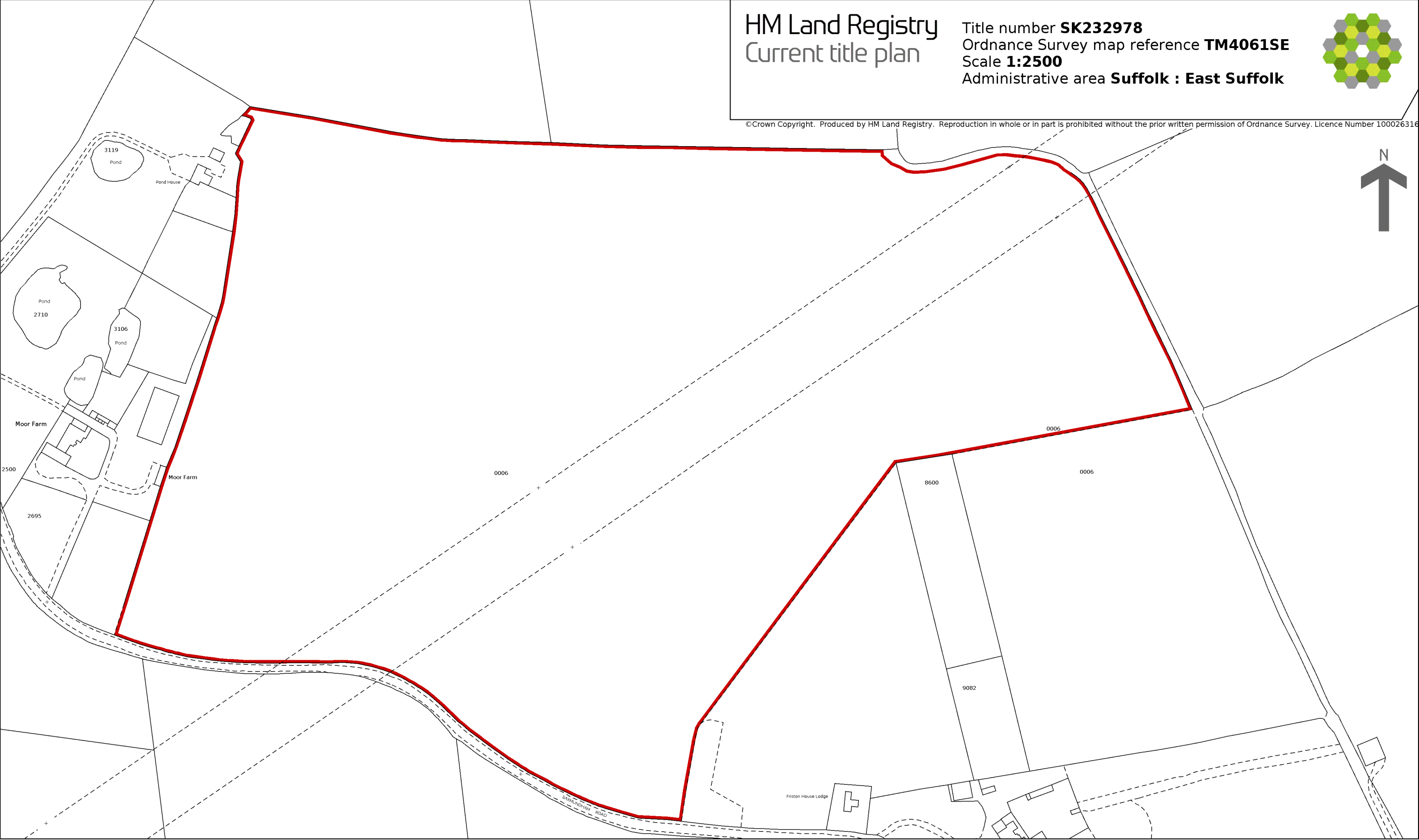
The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed under SK219799.
- 2 (07.05.2009) REGISTERED CHARGE dated 1 May 2009 affecting also title SK198325.
- 3 (07.05.2009) Proprietor: HSBC BANK PLC (Co. Regn. No. 14259) of 40 Wakefield Road, Leeds LS98 1FD, trading as First Direct.

End of register



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This title is dealt with by HM Land Registry, Kingston upon Hull Office.

From: 21 November 2019 16:25:46
Sent: Michael Mahony [REDACTED]
To: Robert Lees <Robert.Lees@Dalcourmaclaren.com>
Cc: RE: SCOTTISH POWER/NATIONAL GRID - EA1N, EA2 AND PYLON WORKS AT MThread-Topic: SCOTTISH POWER/NATIONAL GRID - EA1N, EA2 AND PYLON
Subject: WORKS AT MThread-Index: AQHVlCLvAyLX/exLQkCVtqZNI0KjRKeV2CJQ

Subject to Contract

Dear Michael,

Further to your email and apologises for the delay in coming back to you.

The summary is an accurate reflection of what was discussed at the meeting, however it should be pointed out, that this is in the absence of detailed design which may affect the outcome of what is technically feasible and subject to change.

Please see my comments in red on your notes –

From our discussion I understand the following.

1. *The works are required to facilitate:*

(i) *the temporary moving of pylon towers and lines which is necessary to allow construction of two proposed SPR substations and a proposed National Grid substation (and associated sealing end compounds) adjacent to the village of Friston; and*

(ii) *the permanent rerouting of the pylon lines to enable the proposed National Grid substation to be connected to the power lines via the proposed cable sealing ends. The permanent rerouting means that rather than the ZX line continuing in a straight line from tower 21 to the north-east it will deviate further to the north-east thus placing a side force onto the tower. The existing tower ZX 21 cannot take such a force and will be demolished and a different tower capable of taking a side force will be erected. This different tower will be located to the south west of but near to the existing tower ZX 21 along the existing line route.*

2. *There will be no rerouting either temporary or permanent of the lines to the south-west of towers 22. Those lines will remain operational throughout the works other than as required to transfer power from permanent to temporary lines and then back again on completion of the works.*

3. *There will be a temporary ZX line which will run from the existing tower ZX22 to a temporary pylon on neighbouring land (however see point 6 below) further to the north-east. This will enable the existing tower ZX21 to be demolished. The ZW line from tower ZW22 to tower ZW21 will remain in place. There may be a need to install some temporary “earthing” lines from both towers 22 to discharge electrical induction generated on lines which are subject to a power outage.*

4. *The ZW line from tower ZW21 going north-east will be moved temporarily to a tower further to the north-east which will either be an existing tower or a temporary tower. On completion of the works the ZW line from tower 21 will revert to its existing route. The ZX line will revert to its existing route until it reaches the new tower. At that point rather than continuing in a straight line it will deviate further to the north-east to connect to a newly erected tower on neighbouring land.*

5. *There will be both temporary and one permanent new tower and replacement of an existing towers erected on neighbouring land and these as noted above are to facilitate both in the construction of the proposed substations and the permanent rerouting of the line route. The permanent new towers will be of a different design. They will be more substantial and occupy a larger area since they will be required to support a side force and/or make the connection to the proposed cable sealing ends.*

6. *There may be the need to install one temporary tower on my land to take a line from ZX 22 to neighbouring land to the north-east. You were unable to say whether such a tower would be necessary or where it would be located.*

7. *Following completion of the works there will be one new tower on my land.*

8. *This will be adjacent to the existing Tower ZX21 on the route of the current line. The existing tower ZX21 will have been demolished.*

9. *Because the new tower will have to take a side force it will be more robust and occupy a large footprint. At this point National Grid cannot say whether it will be any higher or wider. Maximum new/reconstructed/relocated pylon height 59.2m. The towers which are being demolished will be scrapped. You agreed to provide some images of relevant pylon designs.*

10. *The works will take 12 months. However you cannot give any degree of certainty as to the start date other than it is likely to be in the three-year period from 2023 to 2026.*

11. *Accordingly the works will be complete at some point in the three year period from 2024 to 2027. The dates I've been provided as Grid connection dates - Grid dates EA2 and EA1N, they are 01/04/2026 and 01/04/2027*

12. *There will be some preconstruction works/surveys primarily to establish ground conditions and to assess whether any trees will interfere with the new line routes either temporary or permanent. National Grid cannot say when the surveys would take place.*

13. *In terms of access to carry out the works no access would be required from the Saxmundham Road. All plant, machinery, personnel etc required at the site of the works will use the haul road from the proposed substations site. In terms of access for surveys, pre-construction work etc this will be via the current practice of the right of way off Church Road. Please note we do not consider the use of this right of way to be permissible. This has been confirmed that access along Saxmundham Rd will be for Onshore Sub-Stations and National Grid Sub-Stations once built, as well as for the realignment works.*

14. *In terms of working area you could not specify how large or where this would be but SPR/National Grid would not need to store plant, machinery or any materials on my land.*

15. *SPR are going to confirm the working hours the current proposal is it will be from 7am to 7pm Monday to Friday and 7am to 1pm on Saturday. National Grid could not give any indication of how many workers would be on-site.*

16. *No access will be required from Saxmundham Road and given the proposed SPR travel plan these works will not result in any increased traffic on the Saxmundham Road. Upon further review of the DCO application and in line with Environmental Statement, access along Saxmundham Rd is only proposed to be used for light vehicles for NGET construction personnel, the delivery of abnormal loads and for the operational access road to the sub-stations.*

17. *There is a possibility that road protection over the Saxmundham Road would be required in case the lines which traverse the road sag in the course of disconnecting and connecting them. This protection would only be required when the operations of connecting and disconnecting the lines are being conducted and therefore it would not be in place for the full duration of the works.*

18. *Although there will be power outages to enable the works there will be no local power cuts.*

19. *The lines will be disconnected and connected to the towers through the use of winches/cable drums.*

20. *National Grid were unable to say how much noise or light pollution there would be.*

21. *National Grid advised that land not required for the works should be available for cultivation in the usual way subject to liaison in relation to when particular works were being carried out. However National Grid/SPR are unable to advise how much of the brown area on the attached plan it requires for the conduct of the works. In the absence of this information it will be*

impossible for the farmer to plan for the cultivation of any of the field or Simon Fulford's neighbouring field since that is accessed via my field. At this stage there is no requirement for the farmer to change his working practice. As and when the works appears to be going ahead, notice will be provide and any crops in situ which are lost as result of the works would be compensated to the tenant (at the time). National Grid working with the tenant or landowner would endeavour to make as much of the land available to be farmed whilst the works are being undertaken to mitigate the losses, as well as the tenant using reasonable endeavours to mitigate their losses as result of the works.

22. Given the position that the entirety of the brown area may need to be available for the world this means areas immediately adjacent to the main driveway to my home and garden areas of semi mature woodland and mature hedging will have to be made available. National Grid/SPR are unable to give any commitment so that the works required can be confined to the north-east of the field aside from the minor works required to connect and disconnect lines from towers 22.

23. Following completion of the works the land will be restored so that it is immediately capable of cultivation and the redundant footings of tower ZX 21 will be removed to the depth of 1.5 m.

24. It is not anticipated there will be any works to the south-west of the Saxmundham Road except if the lines sag during the course of connection and disconnection operations at towers 22. The possibility of earthing may be required south of the Saxmundham Road.

25. The Contractor will be selected by National Grid through a tendering process. It is likely that a major contractors such as Amec or Balfour Beatty will be appointed.

26. In the event of any failure to conduct works as stipulated by the DCO or any ancillary documents my redress would be directly to National Grid not SPR.

27. Given the uncertainty of the extent and duration of these works and the disruption these works will cause I requested an undertaking to the effect that other than for routine maintenance or emergencies there would be no further need to carry out works on my land for a period of years following completion of these works. You did not have the authority to discuss such a request.

Further information can be found on the PINs web site - <https://infrastructure.planninginspectorate.gov.uk/projects/eastern/east-anglia-one-north-offshore-windfarm/?ipcsection=docs> and <https://infrastructure.planninginspectorate.gov.uk/projects/eastern/east-anglia-two-offshore-windfarm/?ipcsection=docs>. You will note the applications have been submitted and are awaiting acceptance, expected on the 22nd.

Kind regards

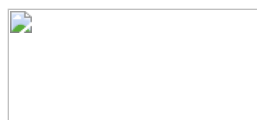
Harry

Harry Hyde

D 01285 707 967

T 01285 707 960

www.dalcourmaclaren.com



Acting exclusively for the utility and infrastructure sectors

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Before printing, think about the environment.

From: Michael Mahony

Sent: 21 October 2019 16:19

To: Harry Hyde <Harry.Hyde@Dalcourmaclaren.com>

Cc: Robert Lees <Robert.Lees@Dalcourmaclaren.com>

Subject: SCOTTISH POWER/NATIONAL GRID - EA1N, EA2 AND PYLON WORKS AT MOOR FARM

SUBJECT TO CONTRACT

Dear Harry

I thought I should follow up on our meeting on Thursday, 17 October. My neighbours Simon Fulford and Martin Handscombe attended the meeting as did Paul Sage of National Grid and Kieran Mirner of SPR.

It was useful to hear for the first time some detail of the works which SPR/National Grid wish to carry out on my land. However what is disappointing is that after so many months there is still so little certainty as to the substance, timing and conduct of the works. What is particularly disappointing is the absence of any reassurance (let alone commitment) as to how close to my home the works will be conducted since you indicated that the full amount of the brown area on the attached plan would need to be available and this would be the area stipulated in the DCO.

As previously advised and as you would have seen with your own eyes on Thursday 17 October the garden area adjacent to my drive is semi mature woodland bounded by a mature hedge to the east. Given the fact that the works are only required to be conducted (aside from some minor earthing works to Towers 22) at the far north-east of my field it is unreasonable to indicate that almost the entirety of my field and the some of my garden might be required for the development. Also no thought has been given to the impact on the ability to efficiently cultivate the neighbouring field owned by Simon Fulford. My field and Simon Fulford's field are farmed as a whole.

From our discussion I understand the following.

1. The works are required to facilitate:

(i) the temporary moving of pylon towers and lines which is necessary to allow construction of two proposed SPR substations and a proposed National Grid substation (and associated sealing end compounds) adjacent to the village of Friston; and

(ii) the permanent rerouting of the pylon lines to enable the proposed National Grid substation to be connected to the power lines via the proposed cable sealing ends. The permanent rerouting

means that rather than the ZX line continuing in a straight line from tower 21 to the north-east it will deviate further to the north-east thus placing a side force onto the tower. The existing tower ZX 21 cannot take such a force and will be demolished and a different tower capable of taking a side force will be erected. This different tower will be located to the south west of but near to the existing tower ZX 21 along the existing line route.

2. There will be no rerouting either temporary or permanent of the lines to the south-west of towers 22. Those lines will remain operational throughout the works other than as required to transfer power from permanent to temporary lines and then back again on completion of the works.
3. There will be a temporary ZX line which will run from the existing tower ZX22 to a temporary pylon on neighbouring land (however see point 6 below) further to the north-east. This will enable the existing tower ZX21 to be demolished. The ZW line from tower ZW22 to tower ZW21 will remain in place. There may be a need to install some temporary "earthing" lines from both towers 22 to discharge electrical induction generated on lines which are subject to a power outage.
4. The ZW line from tower ZW21 going north-east will be moved temporarily to a tower further to the north-east which will either be an existing tower or a temporary tower. On completion of the works the ZW line from tower 21 will revert to its existing route. The ZX line will revert to its existing route until it reaches the new tower. At that point rather than continuing in a straight line it will deviate further to the north-east to connect to a newly erected tower on neighbouring land.
5. There will be both temporary and permanent new towers erected on neighbouring land and these as noted above are to facilitate both in the construction of the proposed substations and the permanent rerouting of the line route. The permanent new towers will be of a different design. They will be more substantial and occupy a larger area since they will be required to support a side force and/or make the connection to the proposed cable sealing ends.
6. There may be the need to install one temporary tower on my land to take a line from ZX 22 to neighbouring land to the north-east. You were unable to say whether such a tower would be necessary or where it would be located.
7. Following completion of the works there will be one new tower on my land.
8. This will be adjacent to the existing Tower ZX21 on the route of the current line. The existing tower ZX21 will have been demolished.
9. Because the new tower will have to take a side force it will be more robust and occupy a large footprint. At this point National Grid cannot say whether it will be any higher or wider. The towers which are being demolished will be scrapped. You agreed to provide some images of relevant pylon designs.
10. The works will take 12 months. However you cannot give any degree of certainty as to the start date other than it is likely to be in the three-year period from 2023 to 2026.
11. Accordingly the works will be complete at some point in the three year period from 2024 to 2027.
12. There will be some preconstruction works/surveys primarily to establish ground conditions and to assess whether any trees will interfere with the new line routes either temporary or permanent. National Grid cannot say when the surveys would take place.
13. In terms of access to carry out the works no access would be required from the Saxmundham Road. All plant, machinery, personnel etc required at the site of the works will use the haul road from the proposed substations site. In terms of access for surveys, pre-construction work etc this will be via the current practice of the right of way off Church Road. Please note we do not consider the use of this right of way to be permissible.
14. In terms of working area you could not specify how large or where this would be but SPR/National Grid would not need to store plant, machinery or any materials on my land.
15. SPR are going to confirm the working hours the current proposal is it will be from 7am to 7pm Monday to Friday and 7am to 1pm on Saturday. National Grid could not give any indication of how many workers would be on-site.
16. No access will be required from Saxmundham Road and given the proposed SPR travel plan these works will not result in any increased traffic on the Saxmundham Road.
17. There is a possibility that road protection over the Saxmundham Road would be required in case the lines which traverse the road sag in the course of disconnecting and connecting them. This protection would only be required when the operations of connecting and disconnecting the lines are being conducted and therefore it would not be in place for the full duration of the works.
18. Although there will be power outages to enable the works there will be no local power cuts.
19. The lines will be disconnected and connected to the towers through the use of winches/cable drums.
20. National Grid were unable to say how much noise or light pollution there would be.
21. National Grid advised that land not required for the works should be available for cultivation in the usual way subject to liaison in relation to when particular works were being carried out. However National Grid/SPR are unable to advise how much of the brown area on the attached plan it requires for the conduct of the works. In the absence of this information it will be impossible for the farmer to plan for the cultivation of any of the field or Simon Fulford's neighbouring field since that is accessed via my field.
22. Given the position that the entirety of the brown area may need to be available for the work this means areas immediately adjacent to the main driveway to my home and garden areas of semi mature woodland and mature hedging will have to be made available. National Grid/SPR are unable to give any commitment so that the works required can be confined to the north-east of the the field aside from the minor works required to connect and disconnect lines from towers 22.
23. Following completion of the works the land will be restored so that it is immediately capable of cultivation and the redundant footings of tower ZX 21 will be removed to the depth of 1.5 m.
24. It is not anticipated there will be any works to the south-west of the Saxmundham Road except if the lines sag during the course of connection and disconnection operations at towers 22.
25. The Contractor will be selected by National Grid through a tendering process. It is likely that a major contractors such as Amec or Balfour Beatty will be appointed.
26. In the event of any failure to conduct works as stipulated by the DCO or any ancillary documents my redress would be directly to National Grid not SPR.
27. Given the uncertainty of the extent and duration of these works and the disruption these works will cause I requested an undertaking to the effect that other than for routine maintenance or emergencies there would be no further need to carry out works on my land for a period of years following completion of these works. You did not have the authority to discuss such a request.

I would be grateful if you could confirm the above is correct so that I can consider this matter properly.

For the avoidance of doubt this email is merely my understanding of your/SPR's/National Grid's explanation of the works. Neither this note or any part of it shall be regarded as agreement to or acceptance of the carrying out of the works or any related activity or your interpretation of the Deed of Grant of Easement dated 16 August 2002.





Best

Michael

Michael Mahony

[REDACTED]

PS Please excuse any typos but I sent this from my iPhone.

DATED

16th August

2002

CHARLES GRENVILLE VERNON WENTWORTH

to

THE NATIONAL GRID COMPANY plc

G R A N T

of

Right or Easement to erect electric lines
at Friston
in the County of Suffolk

We hereby certify this is a true and
Complete copy of the original document

Barker Gotelee
41 Barrack Square, Martlesham Heath
IPSWICH IP5 3RP

Dated _____

Wright Hamall

Solicitors

Leamington Spa

Ref: 72/EB/1866/392

Date: 09.05.02

NGRID\DEED\OFGRANT\2

15 vol
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5

H.M. LAND REGISTRY
LAND REGISTRATION ACTS 1925 to 1986

Title Number - SK219799
County - Suffolk
District - Suffolk Coastal
Property - Land on the North side of
Saxmundham Road, Friston



THIS DEED OF GRANT is made the 16th day of August

2002

BETWEEN CHARLES GRENVILLE VERNON WENTWORTH of Friston Hall, Friston, Saxmundham in the County of Suffolk (hereinafter called "the Grantor" which expression where the context so admits shall be deemed to include his successors in title and assigns) of the one part and THE NATIONAL GRID COMPANY plc of National Grid House Kirby Corner Road Coventry CV4 8JY (hereinafter called "the Company" which expression where the context so admits shall be deemed to include its successors and assigns) of the other part

WHEREAS the Grantor is registered at H.M. Land Registry as Proprietor with Title Absolute of the freehold property hereinafter described being the property comprised in Title Number SK219799 subject to the matters contained or referred to in the Property and Charges Registers of the said title but otherwise free from incumbrances capable of affecting the exercise of the rights hereby granted

AND WHEREAS the rights and liberties hereinafter mentioned are required by the Company for the purposes of its functions

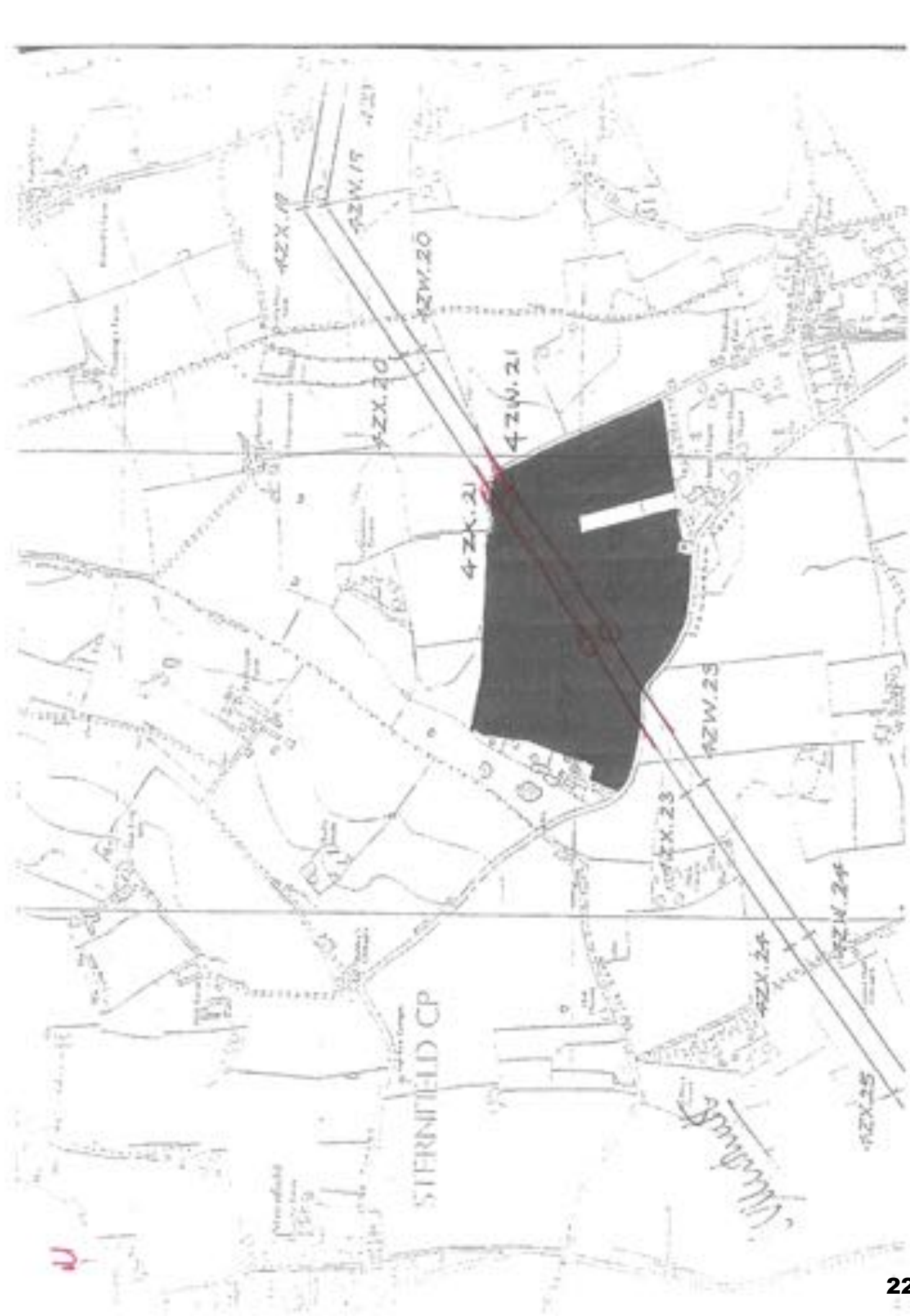
AND WHEREAS the Grantor has agreed to sell and the Company has agreed to purchase the said rights and liberties at the price of Eleven Thousand Five Hundred pounds (£11,500)

NOW THIS DEED WITNESSETH as follows:-

1. **IN** pursuance of the said agreement and in consideration of the sum of Eleven Thousand Five Hundred pounds (£11,500) paid by the Company to the Grantor (the receipt of which sum the Grantor hereby acknowledges) the Grantor **HEREBY GRANTS** unto the Company **FULL RIGHT AND LIBERTY** for the Company to erect retain use maintain repair renew inspect and remove the electric lines and works specified in the Schedule hereto (together hereinafter referred to as "the electric lines") on and over the property situate at Friston in the County of Suffolk and known as land on the North side of Saxmundham Road Friston which said property is shown on the plan annexed hereto and thereon coloured pink comprised in Title Number SK219799 above referred to and as incidental to the rights and liberties hereinbefore described **FULL RIGHT AND LIBERTY** for the Company at its own expense and in a proper and workmanlike manner to fell or lop from time to time all trees and coppice wood now or hereafter standing on the said property which would if not felled or lopped obstruct or interfere with the construction maintenance or working of the electric lines and also **FULL RIGHT AND LIBERTY** for the Company and all persons authorised by the Company from time to time and at all times hereafter with or without vehicles plant and equipment to enter upon the said property for all or any of the purposes aforesaid and also for the purpose of obtaining access to and exercising similar rights in relation to land adjoining or neighbouring the Grantor's property **TO HOLD** the rights and liberties hereby granted unto the Company in fee simple as appurtenant to its undertaking

2. **THE** Company **HEREBY COVENANTS** with the Grantor as follows:-

- (a) That the erection of the electric lines shall be executed by the Company in accordance with the Regulations made or having force under Section 29 of the Electricity Act 1989 applicable thereto for the time being in force or any regulations replacing the same made under any existing or future legislation
- (b) That the Company will make good to the reasonable satisfaction of the Grantor any damage to the said property or to the buildings trees hedges fences crops or livestock of the Grantor caused by the electric lines or by the



erection of the electric lines. If for any reason any such damage cannot be made good or if the Company so prefer the Company shall in lieu of making good such damage compensate the Grantor therefor

- (c) That if required by the Grantor so to do the Company will remove from the said property all timber coniferous and broadwood felled or lopped in exercise of the rights and liberties hereby granted and leave the said property of the Grantor neat and tidy
- (d) That the Company will keep the Grantor indemnified against all actions which may be brought and all claims and demands which may be made against the Grantor by reason of any default or negligence on the part of the Company in the erection of the electric lines or any failure to repair the same. Provided that the Grantor shall as soon as practicable give notice in writing to the Company of any such action or claim brought made or threatened against the Grantor and shall not settle adjust or compromise such action or claim without the consent of the Company

THE expression "the erection of the electric lines" herein used includes the erection retention use maintenance repair renewal inspection and removal of the electric lines

ANY dispute or difference arising under this clause shall be submitted to arbitration in manner provided by the Arbitration Act 1996 or any statutory modification thereof for the time being in force

3. THE Grantor with intent to bind the said property hereinbefore described into whosoever hands the same may come and for the benefit and protection of the Company's undertaking and the electric lines HEREBY COVENANTS with the Company that the Grantor and those deriving title under him will at all times hereafter observe and perform the following stipulations that is to say:-

- (a) That no part of any dwellinghouse building or other erection which may at any time be upon the said property shall be so constructed or placed and no tree shrub or underwood which may at any time be planted upon the said property shall be allowed to grow so as to be or come when falling within Five point

three metres of the conductors mentioned in the said Schedule when the same are at maximum temperature and/or maximum swing or so as to encroach upon the foundations of the tower(s) if mentioned in the said Schedule

- (b) That the level of the ground will not in any manner whatsoever be raised above the level thereof existing at the date hereof so as to make the distance between the level of such ground and the lowest conductor at any point of the span less than Seven point six metres at a temperature of Seventy-five degrees Centigrade

4. THIS deed is entered into by the Grantor with the Company with the benefit of full title guarantee

5. THE GRANTOR and the Company hereby apply to the Chief Land Register of the said Titles notice of the rights and liberties hereby granted and each of the covenants and stipulations herein contained are capable of being so noted.

6. THE written Consent dated the Third day of December One thousand nine hundred and Sixty Two to the placing of the electric lines over the property hereinbefore described given to the Central Electricity Generating Board by Frederick Drane Stigwood (the predecessor in title to the Grantor) is hereby determined as from the date hereof (but so far only as it relates to the property hereinbefore described) and the electric lines shall be deemed to have been erected pursuant to those presents and not pursuant to the said written Consent

7. THE written Consent dated Eighteenth day of January One Thousand Nine Hundred and Sixty Three to the placing of the electric line over the property hereinbefore described given to the Central Electricity Generating Board by Charles John Vernon-Wentworth (the predecessor in title to the Grantor) is hereby determined as from the date hereof (by so far as it relates to the property hereinbefore described) and the electric lines shall be deemed to have been erected pursuant to those present and not pursuant to the said written consent.

8. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the

amount or value or the aggregate amount or value of the consideration exceeds Sixty thousand pounds (£60,000)

IN WITNESS whereof the Grantor and the Company have executed this document as a deed the day and year first before written

THE SCHEDULE before referred to

Conductors not exceeding 24 in number for transmitting electricity by three-phase current at a frequency of fifty cycles per second and at such pressure as the Company may from time to time require for the purposes of its operations together with earth wires fibre optic cables (in connection with the use of the Company's undertaking only) and towers for supporting the same and the equipment required by the Company in connection therewith (but excluding the right to install fibre optic cables for the use of any third party or commercial operator) the said conductors and towers being erected in the position approximately indicated by a red line and red circles respectively on the said plan attached hereto

SIGNED AS A DEED by the said

CHARLES GRENVILLE VERNON WENTWORTH

in the presence of:

WITNESS

WITNESS

WITNESS

FARMER MANAGER

Appendices

1. Image of Bramford substation site - 2020



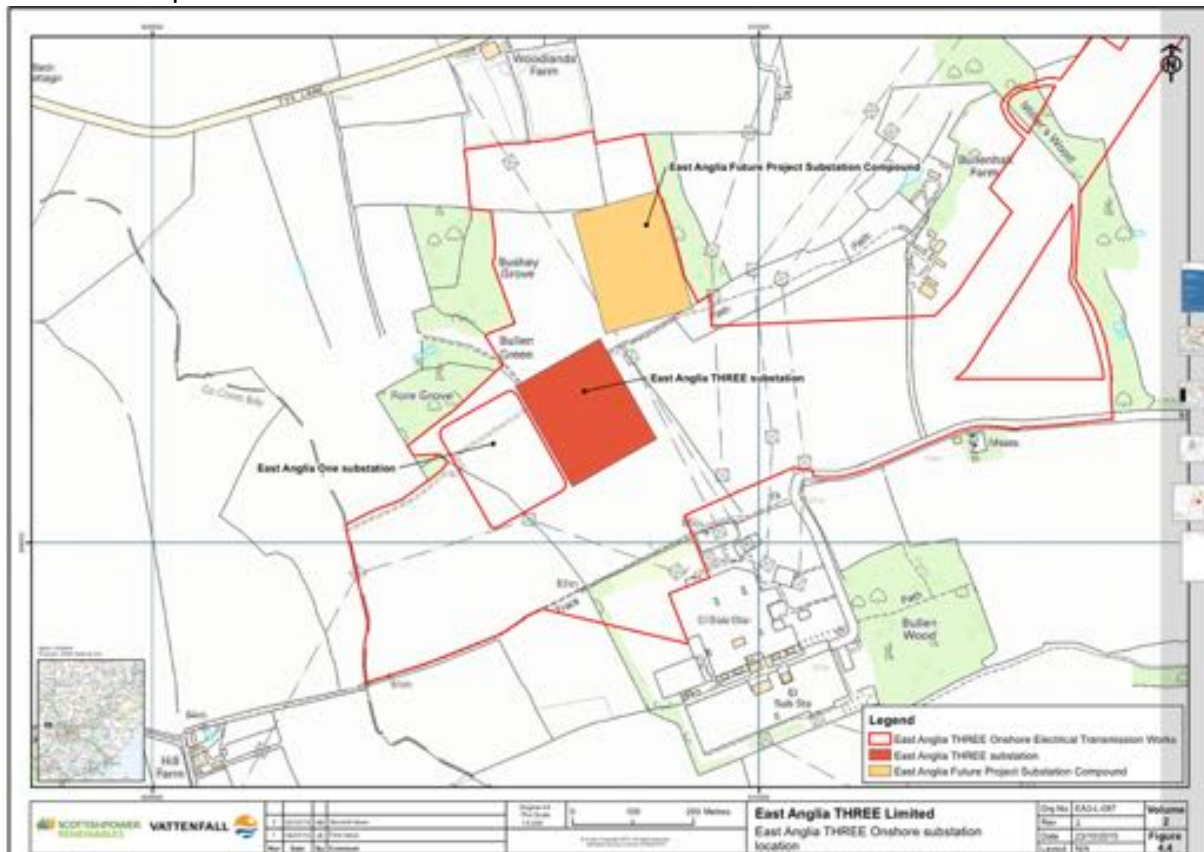
2. Ownership plan



3. Ownership plan overlaid on substation site



4. 2015 plan from EA3 DCO



5. PINS Meeting Note - 6 July 2016

Meeting note

File reference	EN010077 and EN010078
Status	Final
Author	Marie Evans
Date	6 July 2016
Meeting with	Scottish Power Renewables (SPR)
Venue	Temple Quay House, Bristol
Attendees	Scottish Power Renewables (UK) Ltd (the Applicant) Helen Walker (Senior Project Manager) Mandy King (Planning and Environmental Advisor) Julia Bolton (Assistant Project Manager) The Planning Inspectorate (the Inspectorate) Tom Carpen (Infrastructure Planning Lead) Marie Evans (Senior EIA and Land Rights Advisor) Project update meeting All attendees
Meeting objectives	
Circulation	

Summary of key points discussed and advice given:

Introduction

The meeting was held under the Inspectorate's openness policy along with the requirement under s.51 of the Planning Act 2008 (PA 2008) for the Inspectorate to publish any advice it provides on making an application. Advice given did not constitute legal advice upon which the applicant (or others) can rely.

Actions from last meeting 19 May

All actions from the previous meeting were noted as complete.

Grid connections update

The Applicant provided an overview of the historic and current situation in respect of the proposed grid connection agreements for the East Anglia ONE North (EA1N) and East Anglia TWO (EA2) projects.

The Applicant was previously in a joint venture with Vattenfall and had agreements with National Grid for three projects to connect from the landfall at Bawsdey to Bramford, Suffolk. These were East Anglia ONE (EA1), East Anglia THREE (EA3) and East Anglia FOUR (EA4 - subsequently withdrawn). The grid agreements have now been modified by the Applicant to accommodate EA2 and

EA1N. [Following the end of the joint venture, Vattenfall is responsible for its own connection agreements.]

Onshore cable routing and ducting

Requirement 29 of the EA1 DCO requires the installation of cabling for EA1 and cable ducting for future projects (EA3 and EA4) to be undertaken at the same time. The aim of this requirement is to minimise local disruption by pre-installing cable ducts for all expected projects at the same time.

The reduction in the size of EA1 has led to a change in the transmission technology from Direct Current (DC) to Alternating Current (AC). The alternative (AC) technology will require a greater width of cable corridor than was previously anticipated. This means that, at certain locations, it will not be practicable to install ducting for all future projects. For this reason, a decision has been made to install cabling for EA1 and ducting for EA3 only. The Applicant wrote to the Department of Business, Energy, Industry and Strategy (BEIS, formerly known as the Department of Energy and Climate Change, DECC) on 27th June 2016, setting out this position.

Therefore, the Applicant will be looking in some locations for a new routing strategy for the EA1N and EA2 projects and will be seeking separate consents for the installation of the ducting and cabling. Public consultation will also be undertaken on the route options.

The Applicant confirmed that as per the consented EA1 project and the EA3 project currently in examination, the EA1N and EA2 projects intend, where possible, to follow the same offshore and onshore grid connection route and connect to the National Grid at Bramford as per their connection agreements. The EA1N and EA2 projects are likely to be smaller in scale and capacity than EA3 and therefore, SPR are also looking at an AC solution for these projects. EA3 remains a DC project.

Evidence plan and stakeholder engagement

The Applicant is finalising the initial Evidence Plan for EA1N and EA2. The next Steering Group meeting is likely to be in September 2016. A Benthic Expert Topic Group will also be held in September.

It was confirmed that offshore bird surveys are planned to commence in September 2016, together with a review of existing bird data.

The Applicant queried whether the EIA Scoping and its associated consultation could be used as a broader public consultation on matters including the route selection. The Inspectorate advised that the Scoping Opinion would only address EIA matters, in accordance with the EIA Regulations, and that the consultation undertaken as part of this process is the Secretary of State's consultation with prescribed consultation bodies, as set out in legislation and explained in PINS Advice Notes 3 and 7. The Scoping Opinion would not include responses from other persons/groups that had not been directly consulted by the Secretary of State. Additional responses, if received, would be forwarded directly to the Applicant. The Applicant will consider their approach further.

Programme update

The routing strategy is currently being looked at by the Applicant. Initial discussions with Local Authorities have taken place and wider consultation will be undertaken. Engagement with the Local Authorities regarding the Statement of Community Consultation (SOCC) is likely to take place late autumn 2016, with

the SOCC issued late 2016. Scoping for both projects is anticipated in early 2017.

Specific decisions / follow up required?

PINS to inform SPR of availability for a meeting in September 2016