



BROOKS LENEY
FOUR LAND OUR KNOWLEDGE

The Planning Inspectorate
National Infrastructure Planning
Temple Quay House
2, The Square
Bristol
BS1 6PN

Our ref: GC/NC/61310
21st October 2024

Sent by email only to: Fiveestuaries@planninginspectorate.gov.uk

Dear Sir/ Madam

Five Estuaries - Deadline 2

As per my registration as an interested party, Brooks Leney act on behalf of a number of farmers and landowners who are affected by Five Estuaries (the 'Applicant') proposals (the "Scheme"), whether that be because of the potential cables or substation.

This representation is submitted on behalf of the following clients (as named within the Applicants Land Rights Tracker): -

- Adam Charles Brown and Joanna Marie Brown,
- Andrew William Bacon,
- Arthur Philip Wallis and Juliet Wallis,
- Elizabeth Birgitta Harris
- Elizabeth Birgitta Harris and Peter Leslie Harris,
- J B Fairley & Son Limited,
- James Fairley & Sons (Farms) Limited,
- Mary Ann Cooper,
- Nicholas David Lawrence and Samuel William Lawrence,
- Nicholas David Lawrence and Samuel William Lawrence and Helen Peirson and Janet Philp and Wendy Harwood,
- Robert Fairley Limited,
- T. Fairley & Sons Limited
- The Executors of The Estate of the Late Charles James Tabor and Rebecca Mason and Michael Hughes.

On behalf of the above clients, I write to confirm our outstanding concerns before my clients are in a position to sign any voluntary agreements for the **cable easement** (please note that a further written representation has been submitting in relation to T Fairley & Sons Limited and The Executors of The Estate of the Late Charles James Tabor and Rebecca Mason and Michael Hughes concerning substation specific issues).

We have engaged with the Applicant since initial engagement was made concerning non-intrusive surveys. However, since this time and whilst we acknowledge there has been engagement from the

Hyntle Barn, Hill Farm, Hintlesham, Ipswich, Suffolk, IP8 3NJ

Also at Bury St Edmunds, Colchester and Eye

Partners: D P Brooks Ltd
C J Leney Ltd
W J Hosegood Ltd
T A Bloomfield Ltd
D G Church Ltd
Associate: Simon Smith BSc (Hons) MRICS FAAV



Chartered Surveyors
Land & Property Consultants
Farm Business Advisers
www.brooksleney.co.uk



BROOKS LENEVY

Applicants Agent, Dalcour Maclaren, there has been lack of meaningful engagement, not least because of the lack of representation from the Application itself. Our engagement has almost been entirely with the Applicants Agent, which has hampered progress.

We have engaged with the Applicant's Agent in drafting the initial Heads of Terms for a voluntary agreement. Despite months of negotiations, most of our clients are still yet to sign the Heads of Terms due to the following reasons: -

1. **Temporary Access** - The Applicant is not paying for temporary access routes across our client's land for the tranche of effected land over 10,000 square meters. This approach results in some landowners being treated differently to neighbouring landowners and is not something we have come across before. We strongly believe clients should be paid more than just crop loss for the right for a third party to take access across their land for the purposes of delivering a construction project. Whilst this is partly reflected in the draft Heads of Terms, it does not apply to the element of land over 10,000 square meters.

As a matter of principle, this should be reviewed, and terms should be fair to all landowners where they are treated equally. We therefore request that the 10,000 square meter cap should be lifted, not least as the actual financial implication to Five Estuaries (and North Falls) is minimal as it only concerns J B Fairley, James Fairley & Sons (Farms) Ltd and T Fairley. This request has been rejected thus far.

2. **Sterilisation of Land Between Five Estuaries and North Falls** - The current Scheme proposal is that the Applicant and North Falls will lay its respective cables subject to a 20-meter easement each. However, as our clients are potentially subject to two separate schemes, there is a chance there will be areas of land sitting between the two sets of cables which do not fall within the respective easement areas. This area could be as narrow as a few meters, up to a maximum of 60 meters. Our argument is that the 'no man's land' between the two respective windfarm easements, which will likely be permanently sterilised for any future change of use opportunity, should also be subject to an easement payment as well, thereby incentivising the wind farm companies to lay the cables as close to each other as possible and thus mitigating the overall impacts of the two schemes. This request has been rejected thus far.
3. **Haul Road** - The current proposals for the element of haul road west of Bentley Road is for it to be the main access point for the substation equipment and materials. This element of the haul road is therefore subject to abnormal and heavy loads, requiring a substantive road surface (likely to be asphalt) to accommodate the heavy loads. Furthermore, as this haul road is the main access point for Five Estuaries, North Falls and National Grid, this haul road will be in situ for considerably longer and subject to much greater traffic movements than elsewhere on the Five Estuaries haul road. To that end, we have requested that where the haul road affects land west of Bentley Road, an annual rent is paid to reflect the adverse impacts. We are currently waiting to hear back from the Applicant on this matter. This relates specifically to Mary Ann Cooper and T Fairly & Cons Limited.
4. **Business Interruption** - Specifically in relation to James Fairley & Sons (Farms) Limited, there has been little empathy shown to the sensitive situation to my client's position. The Applications proposal dissects my clients circa 750-acre farm, and more worryingly, dissects



BROOKS LENEY

fields as opposed to following headlands. Headlands are the lowest yield part of a field. The Applicants proposal will result in my client needing to establish a considerable number of 'artificial headlands,' resulting in reduced yields and therefore reduced business turnover. This is a loss which is hard to quantify but is a potential loss that concerns my client considerably and would have implications on business viability.

We request that a meeting is held with the Applicant and my client to start to commence discussions on severed land and how the unquantifiable losses caused by matters such as 'artificial headlands' are to be compensated.

For the avoidance of doubt, it is my client's intention to continue negotiations with their respective Heads of Terms, with a view to entering into a voluntary agreement. However, this can only progress if the above matters are reflected in the draft Heads of Terms.

Yours faithfully



Gwyn Church BSc (Hons) MRICS FAAV | Partner
For & on behalf of Brooks Leney

■■■■■■■■■■ | ■■■■■■■■■■ | Email: ■■■@brooksleney.co.uk
PA: Nicky Chapman 01206 879228 | Email: ■■■@brooksleney.co.uk