

From: [REDACTED]
To: [Mona Offshore Wind Project](#)
Subject: Re -:CAH2 Hearing Registration- Mona Offshore Wind Project - Affected Party/ Our Client: Jennings Building & Civil Engineering Limited - Further Submissions (JEN8/11) Our Ref-: Mon Jen .B-1-C
Date: 04 December 2024 16:33:43
Attachments: [Jennings Building & Civil Engineering Limited - Easement Strip Plan.pdf](#)

AFFECTED PARTY REGISTRATION IDENTIFICATION NUMBER: 20048010

OUR REGISTRATION IDENTIFICATION NUMBER-: 20047783

Dear Sirs

Appertaining to the proposed Compulsory Acquisition Hearing 2, scheduled to be conducted virtually on the afternoon of Wednesday 11th December, I would be grateful if you could please register my intention to attend to participate in the same as Agent on behalf of the above mentioned affected party regarding the adverse impact of proposed permanent rights (together with mitigating the impact of temporary possession) in respect of the following plot numbers (referred to in the Book of Reference) regarding which we are given to understand our client is the recognised owner -:

- 02-016
- 02-017(in part)
- 02-018
- 02-019(in part)
- 02-020 (in part)
- 02-021(in part)
- 02-023(in part)
- 02-024

For the proposed CAH 2 hearing and further to item3 of the submission issued by our clients legal representatives on 4th November 2024 [REP4-117] we aim to raise /reaffirm our client's concerns in respect of -:

1. the impact of the extensive rights on our client's property located **outside of the intended area on which permanent rights are sought** (i.e. coloured yellow on Sheet 2 of the Land Plan ([B5 Mona Land Plan \(Onshore\)](#)). Our Client is concerned that, in particular, the temporary possession rights requested will hinder and prevent our Client from maximising the potential use of its own property until the intended scheme operations are completed (which could be many years) and delay the prospects for utilising land which is to be subject to pursuance of potential alterative leisure use . Our client would however not have an objection to access rights being approved by means of a voluntary agreement subject to contract .
2. As regards to In the **intended area on which permanent rights are sought** – in the draft voluntary documentation received on behalf of the Applicant it is specified that -:
 - i) the 'Easement Strip' is *'To be a standard width of 30 metres, and a maximum width of the Option Area at locations of difficult engineering or*

where cables are installed using Horizontal Directional Drilling (HDD) (or similar trenchless techniques) where the width may increase'

ii) the Landowner (Grantor) - *'will not knowingly interfere with any of the Grantee's rights and apparatus or the Grantee's use and occupation of the Easement Strip, to include but not limited to:*

- a. *excavate, store materials (excluding normal agricultural operations), nor erect structures or buildings over the Easement Strip as defined, or knowingly alter the ground level thereof without the prior written consent of the Grantee, not to be unreasonably withheld or delayed.*
- b. *plant or grow within the Easement Strip any trees, shrubs or underwood without the consent in writing of the Grantee (such consent not to be unreasonably withheld or delayed). '*

Unfortunately ,the specific location of the proposed easement strip isn't known but it is interpreted that the same would be sited within the area coloured blue forming part of Plots no 02-021,02-023 & 02-024 on the Land Plan-: [B5 Mona Land Plan \(Onshore\)](#) - being estimated to be

where marked between the two pink lines on the attached draft Heads of Terms plan *[which also identifies our Client's further affected property (applicable to the draft heads of terms for proposed voluntary agreements -to which consensus has not yet been achieved) tinted in green thereon]*.

3. Given the understanding of the significant depth of the intended cables under Plots no 02-021,02-023 & 02-024 on the Land Plan (and the associated impracticality of excavating via the ground surface above the same for future repairs and maintenance etc) whether it is possible to remove the rights (albeit excepting for the installation ,use and decommissioning of the subject apparatus) together with restrictive covenants, as detailed in Table 2 of the Book of Reference [[EN010137-001229-D4 Mona BoR F05 clean.pdf](#) (and associated draft Development Consent Order regarding which I interpret Schedule 8 would apply -[SI/SR Template](#))], that would adversely impact the future potential development of the affected party's land. That is, surely it would be deemed unreasonable to impose rights and restrictive covenants which are unnecessary and blight our client's property in consequence.

If it is considered appropriate by the Examining Authority for any part of the above to be relevant to discussions applying to the **Issue specific Hearing 6** item regarding the draft Development Consent Order , I would be available to attend the same from 11.00am on Wednesday 11th December (but regrettably would be unable to participate on Tuesday 10th December).

Yours faithfully ,

[REDACTED]

[REDACTED]

Director & RICS Registered Valuer

For and on behalf of :

Davis Meade Property Consultants, Plas Eirias Business Centre, Abergele Road, Colwyn Bay, Conwy, LL29 8BF.

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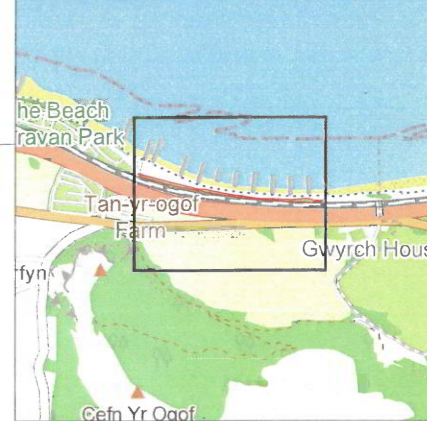
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Location Plan



Key:

- Option Area
- Grantor's Property

Area:
Option Area: 1.99ac/0.8ha

Notes:
Coordinate System: British National Grid
Projection: Transverse Mercator
Datum: OSGB 1936

Grantor:
Jennings Building &
Civil Engineering Limited

Location:
Llanddulas, Abergele, Colwyn, LL22 8EY

Coords: 292115, 378208

Scheme Name:
Mona Offshore Wind Farm

Drawing Name:
Heads of Terms Plan

Drawing No: 22000496_PLN_HOT_4806.1

Rev	Date	Description
-	10.05.2024	First Issue

Drawn:	IN
Approved:	ED
Sheet No:	IN
Sheet Size:	A3



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