

I act as agent for Peter Nott and his son, Edmund who own and farm Collins Farm, Pebmarsh over which the proposed 'temporary haul road' is due to run. We have been involved in negotiations with National Grid's agents since the use of a haul road was mooted in late summer 2022, to establish heads of terms for an option for a deed of easement for the use of my clients' land as a haul road. We are seeking clarity under Item 4 of the Initial Assessment of Principal Issues [Compulsory Acquisition, Temporary Possession and Other Land or Rights Considerations] as to how the rights sought by National Grid will be exercised. National Grid's agents initially proposed a licence for the period of occupation but subsequently sought a permanent right via deed of easement but on the understanding that the haul road will be laid for this project and then removed in full on completion of the Bramford to Twinstead works and then any subsequent exercise of their rights would involve re-laying the whole haul road again. We note in National Grid's response to the Rule 9 letter which queried the level of detail submitted with the DCO specifically on the haul road, National Grid state, at 2.2.5 that ' the Applicant is requesting permanent land rights for the route in the event that major works to the electricity transmission network should be required in the future. Whilst the Applicant considers this unlikely, and it is not planned for routine maintenance and repair, the Applicant is seeking to retain the right to access this route given the importance of ensuring the integrity of the electricity transmission network.' We have since been advised (on a phone call) by NG's agent that they may seek to take entry without the full construction of a haul road but may seek to exercise the rights by laying track mats. We have also been made aware that the specific clauses relating to compensation which we have spent time negotiating will not be agreed as NG wish to have generic compensation clauses across all agreements. We await receipt of updated heads of terms so we can review these with our clients but in the interim, we ask that the Planning Inspector provides clarity as to what is required now and into the future as the degree of uncertainty is detrimental to my client's business and personal life. If the heads of terms, once received, provide clarity, we may withdraw from this process.