

From: [Simon J Gilbey](#)
To: [BramfordtoTwinstead; Stephens, Jake](#)
Cc: [REDACTED]@gmail.com
Subject: MR G V S NOTT - Person with an Interest in Land No. 702
Date: 31 October 2023 11:53:57
Attachments: [REDACTED]

Importance: High

Dear Sirs

We are responding to question CA1.4.5 as posed in The Examining Authority's first written questions, issued on 13th October 2023, the following question posed to 'Any Affected Person'

Do you have any concerns that you have not yet raised about the legitimacy, proportionality or necessity of the CA or TP powers sought by the Applicant that would affect land that you own or have an interest in?

We act on behalf of Mr G V S Nott (Person with an Interest in Land No. 702), trading as D P Nott & Sons, the owner and occupier of land at Pebmarsh, Halstead, Essex.

The Applicant, National Grid, are proposing to acquire a permanent right of access (defined as Class 4 – Compulsory Acquisition of Rights – Access) across Mr Nott's land, identified as Land Parcel Nos.; 29-01, 29-02, 29-03, 29-04 and 29.05 (in common with others).

We have concerns about the proportionality of the extent of the rights that the Applicant are seeking to acquire.

When the Applicant initially approached Mr Nott in the Summer of 2022, it was on the basis that they would only require a temporary haul road across his property during the construction phase of the Project. This is the basis upon which the Consultation was undertaken in Autumn 2022 and upon which my client duly responded. In January 2023, the 'temporary' requirement changed to a 'permanent' one, with the Applicant advising that upon completion of the Project, they would then require the right to come back over the property at a later date, upon three months' notice, should the need arise. The implication at the time, was that future access was likely to only be required periodically, every 25 to 30 years, when the Applicant needed to undertake substantial works, which would justify the cost of reinstalling the haul road. At the beginning of September 2023, the Applicants' surveyors advised that it had become clear that their client would require access at other times over our clients' land and would not always propose to reinstate the haul road. If required, such access would be upon 28 days' notice, save for in the case of an emergency.

This places a tremendous burden on our client who could have no warning of the Applicant seeking to exercise its rights over the land. As well as interruption to the growing crops, this uncertainty on the potential occupation of the land limits the landowner's ability to enter the land into any stewardship or environmental management scheme. Allied to this, the route for the haul road and therefore the 'rights of access' now sought, bisect my clients substantial arable fields and, any unplanned re-entry of the nature now sought, will significantly impact crops established, which may well have been 'sold forward', thereby creating contractual issues for non-delivery. My clients' land is also heavily drained and he already has considerable concerns regarding the impact that the 'temporary haul road' will have on the land and mole drainage in the field, which the Applicant proposes to address as part of the project. Depending upon the time of year that access is taken, if the haul road is not to be re-installed in its' totality, then the impact on soil structure and the land drainage beneath could be significant and take many years to resolve.

We again bring to the Inspectors attention the alternative proposal submitted to and rejected by the Applicant referred to in the Representation submitted in October 2023, which I again set out below, for ease of cross reference;

Upon confirmation of National Grids' requirements, Brown & Co wrote to their agents' advising that; 'my client has asked me to again raise the question of an 'alternative' route for the haul road. You will recall that National Grid originally rejected the idea that the haul road be diverted around the boundary of the two larger fields affected by the proposal, on the basis that this would cost more money. Subject to agreeing

detailed terms, including landscaping and fencing provision, my client has asked me to propose that the route to be taken by National Grid follows that shown on the attached plan between Points A to E, subject to that section of the haul road between Points A and B being left in situ upon the completion of the scheme, which would represent a substantial cost benefit to NG and also provide them with a secure access in the future.

It is further proposed that between Points B and C, National Grid utilise the existing road network to obviate the damage to the land drainage system in the field situate to the North of the road. Access over the land between Points C, D and E you will recall will not impact on any existing land drainage.'

Despite the substantial cost savings of not having to remove the haul road upon completion of the construction phase of the Project, National Grid advised, via their agents', that they were not prepared to consider a review of the route as;

- they would not have planning permission to leave the haul road in-situ;
- the alternative route would potentially result in disruption to the owners of properties in near proximity to the haul road; and
- the alternative route was not included as part of National Grids' consultation process, thereby creating a potential legal issue.

We further question whether there should be a requirement for the Applicant to undertake ecological and biodiversity surveys of the land prior to any future use of the rights of access over the land being sought by the Applicant, after the initial construction period reinstatement is completed. Does future ecological value have no influence?

We seek clarity on what events would trigger the exercise of the rights for a full reinstatement or access without.

We ask for the Applicant's assessment of the frequency of these events.

We ask how the Applicant proposes to transport a load unsuitable for the Public Highway across agricultural land?

We appreciate that the Applicant needs access to maintain the infrastructure but contend that the breadth of the rights being sought is not equitable and at least 3 months' notice should be provided to the landowner and that full reinstatement of the haul road to the standard proposed during the construction phase be required. Taking access without installing a full specification haul road risks considerable damage to the underlying land and we know of examples where an acquiring authority has taken access in adverse conditions, the clay soil turned to liquid and filled in the field drains resulting in a substantial claim paid to the landowner to reinstate the drainage system.

Yours faithfully

Simon Gilbey

Simon J Gilbey, Dip Fm Mg AABM MRICS
Land Agent, Partner



For full details of all our services, please visit our [Website](#)

For and on behalf of Brown & Co - Property & Business Consultants LLP

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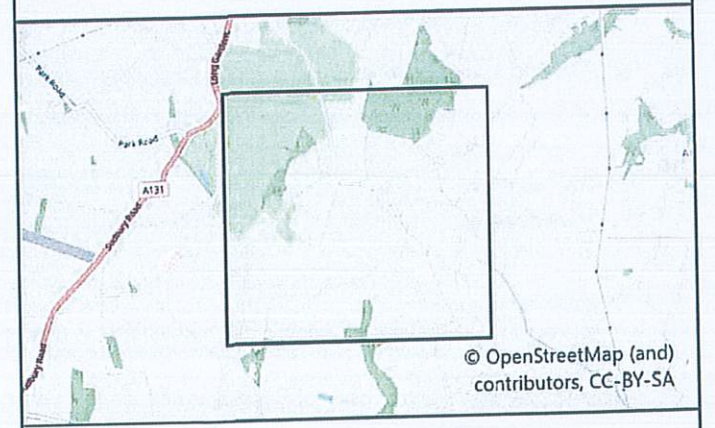
NATIONAL GRID
(BRAMFORD TO TWINSTEAD)
Option Agreement Plan
1 OF 1

PLAN ID: NG-BTNO-OPT-702-PLAN-1

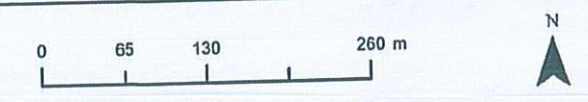
GRANTOR'S INTEREST
Geoffrey Victor Sinclair Nott

TENURE
Freeholder

Legend
 Vendor Property
 Option Area
 Temporary Haul Road



BK Bruton Knowles
 Olympus House - Olympus Park
 Quedgeley
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GRID REF: 585423E 235019N

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