

PLANNING ACT 2008

**INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE)
RULES 2010**

**WRITTEN REPRESENTATIONS REGARDING THE NATIONAL
GRID (RICHBOROUGH CONNECTION PROJECT)
DEVELOPMENT CONSENT ORDER [...]**

PLANNING INSPECTORATE REFERENCE NO

**WRITTEN STATEMENT OF
NATIONAL FARMERS UNION AND
THE RICHBOROUGH AGENTS**

DATE OF STATEMENT : 14TH July 2016

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1. Introduction

1. This is the Written Statement of the National Farmers Union (“NFU”) and the Richborough Agents in respect of the application for a Development Consent Order by National Grid identified as the Richborough Connection Scheme [...] (“the DCO”). The NFU and Richborough Agents are making a case on behalf of its members and their clients who are landowners and occupiers affected by the proposed scheme. The identities of the agents and the parties they each represent and if NFU members are detailed at Appendix

2. The NFU represents 47,000 farm businesses in England and Wales, and additionally has 40,000 countryside members with an interest in the farming and the country.

3. The objectives of the NFU are to champion farming in England and Wales and to provide professional representation and service to its members. The matters raised in this Statement are matters not only of concern to the farming owners of agricultural land affected by the DCO, but also of concern to, and raise points of principle that will affect, members of the NFU having farm holdings that may be affected by similar National Grid electrical schemes.

2. Details of Landowners

4. As noted above these written representations are made by the NFU and Richborough Agents on behalf of considerable number of landowners and occupiers affected by the proposed scheme.

5. Details of which landowners and occupiers are represented by which firm of land agents and NFU membership along with the land holding reference numbers are highlighted at Appendix 1.

6. These written representations do though focus on certain key issues and where appropriate specific examples have been used to illustrate the issue being raised.

3. Consultation and Engagement

7. There has been a lack of constructive and proactive face to face meetings either direct with National Grid (NG) or their agents Fisher German (FG). Some meetings have been held but the detail required by landowners has not been available. Therefore not possible to discuss all aspects of the scheme.

8. NG has been trying to avoid meeting the agents as a group along with the NFU. On other schemes this has led to rapid voluntary agreement of consistent terms. A meeting was held with the NFU and agents as a group on 26th January 2016 and since then only one meeting has been held with NG and their agents FG in London with representatives on behalf of the Richborough Agents. This meeting was held on 7th April 2016 to discuss some of the specific issues and in particular the draft heads of terms which had been sent out to landowners and occupiers just before Christmas 2015.

9. Samples of the heads of terms received as at Appendix 2 serve to illustrate the approach adopted by NG highlighting the brief details included which is not sufficient. NG are still requesting landowners to sign these

heads of terms which are sub-standard even after the meeting in London when the detail expected to be included was discussed. A letter received from NG after the London meeting dated 25th April concluded that they were not prepared to change the format and would be progressing with the heads of terms as previously sent out.

10. This was very disappointing and the result of this very clear, we understand that only a very few heads of terms have been signed. So the percentage of land interests secured voluntarily at the date of the examination process is very limited and shows the shortcomings of the NG negotiations to date with the NFU and agents as a group and individually.

11. Further it was stated that the incentive payment for signing the heads of terms would only run to 27th May 2016. This date as you will realise was set before the preliminary hearing and the start of the examination process. This type of incentive payment being paid is NG trying to force the hand of landowners and occupiers to sign up to heads of terms for a major infrastructure project which are not fit for purpose.

12. NG are still wanting to pay an incentive payment rather than an option fee and the NFU feels that this is outdated and not how negotiations for an infrastructure scheme of this size should be carried out. An option payment should be paid as under other development schemes once the option agreement is signed.

13. After the meeting with NG and FG on the 26th January 2016 a copy of the draft option and deed of easement was requested. A copy was not received until 4th March and issues in these documents were raised with NG

at the meeting in London on 7th April 2016. The response received from NG to all the issues raised in the letter dated 25th April 2016 was very unsatisfactory and has meant that the agents acting are no further forward in negotiations.

14. Reference is made throughout the letter that any issues raised will be dealt with on an individual basis and changed on a case by case basis. The NFU and the agents group have repeatedly asked for all general issues which will apply to all landowners and occupiers to be discussed with the group. This would enable a standard heads of terms to be agreed which can then be amended or specific clauses added to cover individual issues. Which are specific to a farming business.

15. FG on behalf of NG have been trying to hold some meetings on farms with landowners to discuss individual issues but do not have any detail on issues which are being raised and are unwilling to come forward and agree the detail.

16. It is normal for compulsory rights to be sought as part of a development consent process to facilitate progress of that scheme which has demonstrated every genuine effort has been made to reach voluntary agreement. The NFU feels very strongly that NG in this case are seeking compulsory acquisition rights to impose a scheme were efforts to agree the voluntary negotiations are falling short. The NFU is very surprised by the approach being taken by NG for this electricity scheme as the NFU has dealt in detail with NG on the national agreement for gas and carbon capture schemes when everything is considered and discussed in great detail in the standard documents.

4 Up to date position on Engagement

17. With no amendments being made to heads of terms and currently these heads of terms are out of step with other heads of terms being signed on a voluntary basis with other developers. From a professional indemnity perspective the heads of terms are not at a standard that agents can recommend to their clients to sign. It is agreed that the heads of terms submitted might be a starting point for discussion but as yet NG have not been prepared to meet the group to discuss the detail needed and requested to be included in these heads of terms.

18. Due to the lack of engagement on the heads of terms it is impossible to move forward and discuss the issues with the option and deed of easement.

5. New Route of the line at the Eastern End and UKPN.

19. No consultation was carried out on the movement of the line at the eastern end of the scheme, Section D including the crossover which moved the line to the north of the 132 kV PX and PY routes. This was confirmed to landowners on the 15th November 2015 with no ability to provide meaningful feedback.

20. There has been no detail received directly from UKPN in regard to any works. It is now understood that NG are undertaking works on UKPN's behalf. No consultation has been carried out by NG on these works including pylon types, diversions and alignment have not been consulted.

6. Land Strategy Rights

21. NG have been stating their Land Strategy Rights (LSR) and have not been willing to negotiate on these in reference to this scheme. It has been explained in recent correspondence to one of the agents that the terms offered under the LSR are offered on the basis of new assets and not on a multiplier of the existing wayleave payment. In most cases this is on a 20 year life span. NG have stated again that it is a standard payment that is being offered for a pylon.

22. The NFU believe that the standard payment being offered should be a minimum payment and enter into negotiations with agents to agree the relevant payment for each pylon on a clients land. All land will be different and the position of each pylon and the effect on a business will be different. It is impossible for a one payment fits all to apply to individual pylons.

23. The payments for rights being sought should as NG have stated be a guideline to enable discussions to be taken forward and negotiated. NG are taking a very hard line on this and stating that the standard payment offered is the payment. Agents involved are stating that there has been no negotiation or deviation from the LRS. It is therefore not being used as a guide to to enable further discussions.

7. Compulsory acquisition and Compelling Case Requirement

24. The DCO will contain powers to acquire compulsorily so much of the Order land as is required for the authorised development, or to facilitate or is incidental to it.

25. The NG must show a “*compelling case in the public interest for the land to be acquired compulsorily*” Policy guidance is found in paras 8 and 12-16 of the DCLG *Planning Act 2008 - Guidance related to procedures for the compulsory acquisition of land*, February 2013 (“the Guidance”) and considering Circular 06/2004.

26. Further, the guidance as to negotiations either before or parallel with formal processes may well give rise to a “legitimate expectation” that such will occur, and a failure to conduct such negotiations deprives landowners of the benefit that negotiations may have brought, especially in relation to the where different locations and lesser rights might have been achieved: as to the principles see Council of Civil Service Unions v Minister for the Civil Service[1985] AC 374, per Lord Diplock at 408-409.

27. The NFU and Richborough agents believe that no meaningful negotiations have taken place alongside the formal procedures for compulsory purchase. Therefore a compelling case cannot be made.

28. NG have still not addressed the fact that no meaningful negotiations are taking place with the agents who are acting for the landowners and occupiers affected by this scheme.

8. Field Drainage

29. Land drainage is one of the main issues which landowners and occupiers are concerned about on this scheme and was raised in the initial meetings held in spring 2014.

30. To date insufficient detail has been received by the NFU or the Richborough agents on behalf of their clients in regard to how reinstatement of field drainage will take place.

31. FG highlighted that information on drainage was in the Environmental Statement and the Construction Environmental Management Plan (CEMP) this was on the 4th March and a further letter from NG dated 9th June has highlighted again that all information is in the CEMP at 5.4.3. This information is not satisfactory.

32. It is stated in the CEMP that there will be a drainage management plan but there is no detail provided as to what this will include to cover field drainage. The NFU is pleased to see the information that has been included under the sub heading 'Land Drainage' from 4.4.33 to 4.4.39 but this does not go far enough.

33. The NFU would like to see detailed wording included and an example of such has been provided at Appendix 3. This wording should be agreed as a minimum requirement and as the design progresses the drainage management plan should include specific information related to different areas along the route.

34. The NFU is surprised that further detail is not already highlighted in the CEMP as the NFU has worked closely with NG in the past to agree wording on field drainage in the National Agreement for gas and carbon capture pipes.

35. The wording that is agreed on how field drainage should be dealt with during construction and how it is to be reinstated should not only be in the CEMP but also in the deed of easement.

9. Soils

36. As above the treatment and reinstatement of soil during and after construction is one of the main issues of concern. Limited detail has been provided to landowners and occupiers even though repeatedly requested and there are no obligations within the Deed or Option for NG to preserve/protect the soils.

37. The NFU is pleased to see that measures to protect soils are set out in the CEMP and would like clarification that all these measures will be included in the Soil and Aftercare Management Plan (SAMP). But greater detail is needed to clarify how soils will be treated prior to construction, during construction and post construction. This detail needs to set out now by NG and agreed in the CEMP.

38. The NFU cannot emphasise how important it is that pre-construction surveys of the soil are carried out, especially in regard to soil condition and fertility. This information will be required so that soil can be restored after construction and an aftercare strategy met. The soil sampling will highlight the physical and nutrient characteristics of the existing soil profiles.

39. The NFU would like to see that the SAMP will highlight the minimum standards of how an aftercare strategy will be carried out. This as a minimum should include:

- A schedule of aftercare maintenance will be agreed between the undertaker and landowner and (if relevant) the occupier for each landholding. The schedule of aftercare maintenance will define a target specification to include soil condition, soil nutrient levels and organic content.
- Soil testing, appropriate to the target specification, will be undertaken for a period of up to five years following the completion of the construction work until the target specification is met. The target specification will be informed by the pre-entry record of condition for each farm holding along with information received from the landowners or tenants on cropping yields. If the target specification is met within the 5 years then the aftercare will be completed and signed off by a final report to determine the final handover.
- If the target specification is not met within 5 years a further period will be agreed. The schedule of aftercare maintenance will highlight what action will be undertaken by the landowner or occupier to mitigate any loss and to improve the soils, at the cost of NG where appropriate.

10. Flood issues that may arise from the haul road

40. No details have been provided to landowners and occupiers on how any increase in surface run off of water from the haul road or the construction compounds will be dealt with during construction. Therefore there is concern that retained land may flood during the construction works.

41. NG have responded to this issue raised in the outline representation by stating that mitigation drainage works will be undertaken to ensure that land continues to drain effectively during and after construction work is complete. The NFU requests as above, the details of what mitigation drainage may take place and that the detailed wording for this is included in the CEMP.

11. Design of Pylons

42. Landowners have received insufficient detail as to why no T pylons are to be used especially after a large proportion of the landowners during the consultation stage highlighted a request for T pylons to be used.

12. Access routes to the Order Limits

43. At the present time in certain places NG are proposing to gain access to the order limits by taking access along private access roads. For example at Kings End Farm there is a proposal to take construction and permanent access along a private access road of 1.25Km and NG is offering no compensation for such rights. This is not acceptable.

44. NG have stated that where access is required across a landholding to access infrastructure on the same holding then no additional payment will be due. This is not acceptable.

45. Further it has been stated that where access is needed to enter third party land then appropriate payments are included in the consideration offered.

46. NG must pay compensation when access is being taken along a private road or track.

13. Access to land and along the Haul Road

47. Insufficient detail has been provided as to how landowners and occupiers are to access land severed by the construction works and as to whether landowners will be able to access the haul road during construction. In places along the route the haul road has been highlighted on maps to follow existing farm tracks which provide private access to farmland.

48. NG have responded to this saying that assurances have been given during consultation that where land is disconnected from the main holding as a result of the construction of an access road appropriate crossing points will be created. The landowners and tenants need far greater clarification on what access will be provided and are very concerned about this issue. NG have confirmed that farmers will not be able to use the haul road even where it does overlap with existing access tracks. This means that not only will crossing points be required but access tracks as well to severed land.

14. Height of cable lines and clearance for farm machinery

49. Landowners and farmers are concerned about the height of cable lines and the clearance over farm machinery especially in regard to the lower height pylons. We understand that minimum heights are 7.3m for 400kV. This clearance poses serious concerns both from a practical and health and safety perspective due to the heights of modern agricultural machinery.

50. NG have confirmed that the minimum clearance for this Richborough scheme is 8.1m and that it would only be as low as this at when factors lead to the lowest possible sag, including air temperature and current within the conductors.

51. Machinery being used like combines especially when the grain tank lids are open or the augers are unloading grain can be over 5.7 m and in particular telescopic handlers can exceed 9.5m. Therefore height clearance is a real concern and will impact on farming operations greatly. The HSE leaflet on working safely near overhead powerlines highlights that work should not be carried out within a 10m horizontal distance of the power line. This will cause great interference to farming operations.

15. Irrigation

52. The construction of a new 400kV line especially at the west end of the proposed route will have a big impact on the use of irrigation systems. The HSE guidance makes it very clear that rain and slurry guns cannot be positioned so that jets of water contact the overhead power lines (OHPL) and should be 30m away from an OHPL. Further depending on the location of the lattice tower it will not be possible to use boom or sprinkler systems.

53. As a specific example it has been highlighted how the lines and pylons will interfere with farming operations at Docker Hill Farm. The siting of the pylons will prohibit efficient irrigation runs and due to height clearance required to prevent flashover boom irrigation will be impossible.

54. The impact of OHPL and the location of towers has not been considered by NG on agricultural operations nor the financial impact on the farming businesses affected. The impact is significant.

16. Polytunnels

55. The location of the lattice towers and the overhead cable lines will have an impact on the location and erection of polytunnels. The HSE guidance recommends that erecting polytunnels should take place 10m away from OHPL.

56. NG have confirmed that they do not have a specific policy in relation to the siting of polytunnels in proximity to overhead lines and reference should be made to the HSE guidelines. If the guidance is followed as stated above no polytunnels should be erected within 10m of an OHPL.

57. This impact on a farming business has not been considered and will have an economic impact.

17. Future effects on farming operations from the pylons

58. There has been a lack of detailed plans from NG highlighting the locations of the lattice pylons. Landowners and occupiers have continually through the consultation stage been asking for pylons to be located at the field edges or within a field boundary. These requests have not been taken on board even though it is stated in Chapter 15 of Volume 5, table 15.9 that the design process included discussions with landowners in order to ensure that such effects of pylon siting would be minimised.

59. The impact on agricultural operations of a pylon being located in field is immense. It can cause areas of fields to become un-accessible as machinery cannot physically get around the pylon and large areas become unviable around the structure for certain crops. Further as precision farming is becoming more widely used, the structures will interfere with the use of drones.

60. NG have stated in chapter 15 at paragraph 15.13.3 that land taken permanently out of production once the scheme is operational is limited to the footprint of pylons as stated above this is not the case. Further no landowner or tenant has stated any benefit of the removal of the PX route.

61. The NFU disagrees with the statements made by NG at 15.13.17 and 15.13.18. The NFU sees that the loss of 167.4 hectares of agricultural land on a temporary basis to be a large area and will have an effect on economic

activity and it will not be negligible as stated. The permanent land take has only been stated as 0.3 hectares but this only considers the internal measurement of a pylon. The actual land lost from production will be far greater and the impact of the pylons permanently will greatly affect economic activity. Therefore the statement that the overall effect on the use of agricultural land in the operational phase to only be negligible and not significant is **not correct**. This has been completely under estimated by NG.

18. Option Agreement and Deed

62. Concerns have been raised to NG in regard to the Option and Deed restricting rights over all of the landowners land and not just the easement strip. This is not acceptable and as an example NG are still stating that in regard to planning permissions there will be a qualified restriction within the wider area allocated as the 'Grantor's Land' and that NG will need prior notification of the planning permission application.

63. There are restrictions highlighted on normal agricultural operations the definition stating interference, obstruction or material reduction or increase in the surface of the soil. Further negotiation on clarifying this is required.

64. The NFU would like to see negotiations covering the restrictive covenants and a development clause along with other specific details which need to be agreed not only for the option and deed but also for the heads of terms before the NFU could recommend to any of its members to sign any documentation.

19. Statement of Common Ground

65. The NFU requests that a statement of common ground is set up to highlight all the areas of concern and issues. As yet NG have not come forward or requested to meet to discuss a statement of common ground.

WRITTEN STATEMENT

NFU
AGRICULTURE HOUSE
STONELEIGH PARK
STEONLEIGH
WARWICKSHIRE
CV8 2TZ

REF Louise Staples, MRICS, FAAV
Rural Surveyor

APPENDIX 1 : NFU Members and Book of Reference Plot Numbers

Q1.4.25 NFU Members and Book of Reference Plot Numbers

Business Name	Business Address	Representing Agent	Plot Numbers
J E Batchelor & Sons	Ford Manor Farm, Hoath, Canterbury, Kent, CT3 4LS	G W Finn & Sons	847, 850, 854, 855, 861, 864, 865, 866, 867, 869, 870, 873, 875, 877, 878, 879, 881, 882, 885, 887, 896, 903, 905, 906, 909, 912, 913, 914, 916, 917, 918, 919, 923, 924, 925, 926, 927, 929, 930, 931, 932, 933, 935, 936, 946
Baxter Farms Ltd	The Elms Farm Office, Old Road, Sarre, Birchington, Kent, CT7 0LD	G W Finn & Sons	883, 884, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 897, 898, 899, 900, 901, 902, 904, 907, 908, 910, 911, 915, 920, 921, 922, 928, 934, 937, 938, 939, 940, 943, 944, 945, 947, 948, 949, 950, 951, 952, 955, 957, 959, 960, 961, 962, 963, 964, 966, 967, 968, 969, 970, 971, 972, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 986, 987, 988, 989, 992, 993, 994, 995, 996, 997, 998, 999, 1000, 1001, 1002, 1003, 1004, 1006, 1007, 1008, 1010, 1011, 1012, 1013, 1019, 1021, 1022, 1023, 1024, 1025, 1026, 1026, 1028, 1029, 1030, 1031, 1032, 1033, 1034, 1035, 1036, 1037, 1038, 1039, 1040, 1041, 1042, 1043, 1044, 1045, 1047, 1048, 1050, 1051, 1052, 1053, 1054, 1056, 1056, 1058, 1059, 1060, 1061, 1062, 1063, 1064, 1065, 1066, 1067, 1068, 1069, 1070, 1071, 1072, 1073, 1074, 1075, 1077, 1078, 1078, 1081, 1083, 1084, 1086, 1090, 1246, 1249, 1264, 1266, 1268, 1269, 1271, 1273, 1274, 1275, 1277, 1278, 1279, 1280, 1281, 1282, 1283, 1284, 1285, 1286, 1287, 1288, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1298, 1300, 1301
DM Botting Partnership	Wall End Farm, Upstreet, Canterbury, Kent, CT3 4DF	G W Finn & Sons	799, 807, 810 A, 810 B, 811, 818, 820, 821, 822, 823, 824, 825, 826, 830, 831, 832, 833, 834, 835, 837, 838, 839, 840, 841, 842, 843, 844, 845, 848, 849, 851, 852, 853, 856, 857, 858, 859, 862, 863
Chandler and Dunn Ltd	The Poplars, Goldstone, Ash, Canterbury, CT3 2DT	G W Finn & Sons	1385, 1394, 1411, 1418, 1419, 1424, 1430, 1431, 1434, 1438, 1440, 1441, 1443, 1448, 1452, 1453, 1454, 1457, 1459, 1460, 1461, 1463, 1464, 1465, 1466, 1467, 1468, 1469, 1470A, 1470B, 1471, 1472, 1473, 1474, 1476, 1478, 1480, 1481, 1483, 1484, 1485, 1487, 1488, 1490, 1491, 1492, 1499, 1501
Dyas Farms 1988 Ltd	Sevenscore, Ramsgate, Kent, CT12 5DW	G W Finn & Sons	1196, 1198, 1199, 1200, 1201, 1203, 1204, 1205, 1206, 1207, 1208, 1209, 1210, 1211, 1212, 1213, 1214, 1215, 1216, 1217, 1218, 1219, 1220, 1221, 1222, 1223, 1224, 1225, 1226, 1227, 1228, 1229, 1230, 1231, 1232, 1233, 1234, 1235, 1236, 1237, 1238, 1239,

Business Name	Business Address	Representing Agent	Plot Numbers
			1240, 1241, 1242, 1243, 1244, 1245, 1247, 1248, 1258, 1259 1260, 1261,1262, 1272
F A Fuller & Son	Sheriffs Court Farm, Minster, Ramsgate, Kent, CT12 4JD	G W Finn & Sons	1252, 1255, 1289, 1290, 1291, 1292, 1293, 1294, 1295, 1296, 1297, 1298, 1300, 1301, 1302, 1303, 1304, 1305, 1306, 1307, 1308, 1309, 1310, 1311, 1312, 1313, 1314, 1315, 1316, 1317, 1318, 1319, 1320, 1321, 1322, 1323, 1324, 1325, 1326, 1327, 1328, 1329, 1330, 1331, 1332, 1333, 1334, 1335, 1336, 1337, 1338, 1339, 1340, 1342, 1344, 1345, 1346, 1347, 1348, 1349, 1350, 1351, 1352, 1353, 1354, 1355, 1356, 1358, 1359, 1360, 1361, 1362, 1363, 1365, 1367, 1368, 1369, 1371, 1372, 1375, 1381
P B Headley & Son	Woodfield, Hoath Road, Hoath, Canterbury, Kent, CT3 4JN	G W Finn & Sons	442. 443, 444, 445, 446, 447, 448, 452, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 529, 532, 534, 535, 536, 537, 546, 549, 551, 552, 553, 554, 555, 556, 557, 558, 561, 562, 563, 564, 568, 569, 570, 571, 572, 573, 574, 576, 577, 579, 580, 581, 582, 584, 585, 586, 587, 589, 590, 592, 594, 596, 597, 599, 600, 601, 603, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 632, 633, 634, 637, 638, 641, 642, 643, 644, 649, 652, 653, 654, 657, 662, 664, 665, 666, 667, 668, 669, 671, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 727, 730, 731 734, 738, 743, 744, 745, 747, 748, 749, 752, 754 756, 769, 770, 782, 783
Lawrence & Sons	Buckwell Farm, Hoath Road, Sturry, Canterbury, Kent, CT3 4JW	G W Finn & Sons	449, 450, 631, 635
F W Mansfield & Son	Nickle Farm, Chartham, Canterbury, Kent, CT4 7PB	G W Finn & Sons	328,330, 331, 480, 467, 474, 478, 479, 483, 488A, 488B, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 285, 287, 288, 289, 292, 299, 300, 301, 302, 303, 304, 305A, 305B, 306, 307, 308, 309, 310, 311, 312, 313, 315, 316, 317, 320, 321, 322, 323 , 324, 325, 326, 327, 328, 329, 330, 331, 332, 339, 341, 347, 350, 356, 358, 363,
RP, GJ and DJ O'Brien	Hawcroft Farm Cottage, Hawe Lane, Sturry, Canterbury, CT2 0LP	G W Finn & Sons	254, 261, 527, 524, 525, 526, 528, 530, 531, 533, 205, 215,219, 222, 226, 229, 231, 232, 233, 234, 235, 236, 242, 248, 251, 254, 255, 257, 258, 259, 261, 262, 263, 264, 268, 269, 273, 274, 275,
Monkton Court	Hall Farm Barn, Down	G W Finn & Sons	1099, 1143, 1145, 1149, 1152, 1154, 1155, 1157, 1158, 1160, 1162, 1163, 1164, 1165,

Business Name	Business Address	Representing Agent	Plot Numbers
Farms	Barton Road, St Nicholas At Wade, BIRCHINGTON, Kent, CT7 0PZ		1166A, 1166B, 1167, 1168, 1169, 1170, 1171, 1172, 1173, 1174, 1175, 1176, 1177, 1178, 1179, 1180, 1181, 1182, 1183, 1184,
St Nicholas Court Farms Ltd	Court Road, St. Nicholas At Wade, Birchington, Kent, CT7 0PT	G W Finn & Sons	331, 334,346, 351, 352, 354, 355, 357, 359, 360, 361, 362, 364, 365, 366, 373, 376 , 380, 387, 391, 393, 397, 405, 419, 424
B B Stephens & Son	Rushbourne Manor, Hoath Road, Hoath, Canterbury, Kent, CT3 4JP	G W Finn & Sons	636, 639, 640, 645, 646, 647, 650, 651, 655, 656, 658, 659, 660, 661, 662, 670, 672
Chislet Court Farms	Chislet Court Farm, Chislet, Canterbury, Kent, CT3 4DU	G W Finn & Sons	758, 760, 762, 763, 764, 765, 766, 767, 768, 773, 775, 780, 781, 785, 787, 788, 790, 791, 793, 800, 801, 802, 803, 804, 805, 806, 808, 813, 814, 815, 816, 819, 836
Quex Park Estates Co Ltd	Estate Office, Quex Park, Birchington , Kent, CT7 0BH	BTF Partnership	1533, 1535, 1537, 1538, 1540, 1541, 1543, 1544 1545, 1546, 1547, 1548, 1549,1550, 1551, 1552, 1553, 1554, 1555, 1556, 1557, 1558, 1559, 1560, 1561, 1562, 1563, 1564, 1565, 1566, 1567, 1568, 1569, 1570, 1571, 1572, 1573, 1574, 1575, 1576, 1577, 1578, 1579, 1580, 1581, 1582, 1584, 1587, 1589, 1590, 1591, 1592, 1595, 1596, 1599, 1600, 1604, 1605, 1606, 1607, 1609, 1623, 1626, 1643, 1646, 1647, 1661, 1662, 1664, 1665, 1667, 1668, 1669, 1670, 1671, 1672, 1673, 1674
DJ Snell Limited	Brooksend Farm, BIRCHINGTON, Kent, CT7 0JN	G W Finn & Sons	1084, 1086, 1088, 1089, 1090, 1092, 1098, 1102, 1107, 1111, 1114, 1115
DH Clifton	Abbey Farm, Minster, Ramsgate, Kent, CT12 4HQ	BTF Partnership	1397, 1341, 1364, 1366, 1374, 1377, 1378, 1379, 1380, 1382, 1383, 1388, 1390, 1393, 1395, 1396, 1397, 1399, 1400, 1401, 1402, 1403, 1404, 1405, 1406, 1407, 1408, 1409, 1410, 1412, 1413, 1414, 1415, 1416, 1417, 1420, 1421, 1422, 1423, 1426 ,1427, 1428, 1432, 1433, 1436, 1437, 1442, 1447, 1450, 1462,
Hatfield Farms	Hengrove Farm,	Elgars	1081, 1083, 1084, 1086, 1087, 1090, 1094, 1097, 1103, 1105, 1106, 1109, 1110, 1128,

Business Name	Business Address	Representing Agent	Plot Numbers
	Shottendane Road, Margate, Kent, CT9 4NH		1131, 1132, 1134, 1136, 1137, 1138,
IPA Smith	Netherhale Farmhouse, Canterbury Road, St Nicholas at Wade, BIRCHINGTON, Kent, CT7 OLX	BTF Partnership	1080, 1081, 1082, 1083, 1084, 1086, 1090

Key Terms

Agreement

Grantor's Land – area coloured green

Option Strip – area coloured pink

346 The Grantee shall have the option to take an easement within a strip of land from the earlier of the seventh anniversary of the date of the Option Agreement or the fifth anniversary of the date of grant of the Development Consent Order. The option period will be extended until six weeks after the final disposal of any proceedings relating to the Development Consent Order.

347 The option shall be exercised by the service of a notice of entry for construction.

348 The Option Agreement will contain rights to construct and use the electric lines until completion of the easement. Completion of the easement will take place once the infrastructure has been constructed and the as built plans showing the route of the line are available or by a longstop date of [TBC]. Completion will have to take place before a longstop completion date of [TBC].

349 During construction, the covenants contained in the Deed of Grant shall apply (see paragraph 15 below).

350 Should the actual number of towers or length of oversail exceed the anticipated number of towers or anticipated length of oversail an additional easement payment will be due to the Grantor.

351 Should the actual number of towers or length of oversail be less than the anticipated number of towers or anticipated length of oversail a reduced easement payment will be due to the Grantor.

352 The Agreement contains an irrevocable power of attorney clause appointing the Grantee as attorney to execute the Deed of Grant. This is to ensure that the easement is completed.

353 The Agreement will contain some obligations on the Grantor in relation to the Grantor's Land including:

- (a) not to make or lodge any objection in relation to the Grantee's application for a Development Consent Order;
- (b) to submit any planning application in respect of the Grantor's Land;
- (c) not to do or permit anything to be done on the land which may interfere with the benefit of the Grantee's rights in the Deed of Grant;
- (d) not to erect/install any structure or allow to grow any plant or tree in through upon or over the Option Strip or change the surface of or undertake/permit any activity on the ground within the Option Strip;
- (e) not to grant or create any encumbrance affecting the Option Strip or the Grantor's Land (the latter being subject to the Grantee's consent);
- (f) not to dispose of whole or part of the Grantor's Land.

354 In the event of a disposal of the Grantor's Land the disponee will grant the Grantee an Agreement on the same terms. This obligation will be protected by a restriction on the register of title of the Grantor's Land or as a land charge.

355 The Agreement will contain a licence for the Grantee on prior notice to enter the Grantor's Land to carry out surveys and measures in connection with its application for a Development Consent Order.

356 Entering into the Agreement will not affect any right of the Grantor to claim for compensation such as injurious affection and disturbance.

Deed of Grant

- 357 The Grantee will have various rights including the right to:
- (a) erect/lay and use/maintain the lines/towers;
 - (b) fell, trim or lop trees and bushes;
 - (c) cross the Grantor's Land to access other land in connection with the Grantee's undertaking;
 - (d) where necessary install temporary haul roads in connection with the rights granted.
- 358 The Grantee will give various covenants including covenants to:
- (a) comply with the requirements of s29 Electricity Act 1989;
 - (b) make good any damage caused to the Grantor's Land, buildings, structures etc.
- 359 The Grantee will indemnify the Grantor against all actions which may be made against it by reason of any negligence on the part of the Grantee.
- 360 The Grantor will give various covenants including a covenant:
- (a) not to do anything upon the Grantor's Land which may interfere with or cause damage to the electricity lines or interfere with the Grantee's access;
 - (b) not to erect any building or structure or allow any plant or tree to grow within 5.3m of the conductors [or 15m of the Towers (the latter being subject to the Grantee's consent)];
 - (c) not to place any goods or materials within 15m of the Towers;
 - (d) not to raise the level of the surface of the Grantor's Land.
 - (e) not to carry out works or excavations which may endanger the stability, safety or integrity of the electricity lines.

differs to Graphix

HEADS OF TERMS FOR GRANT OF EASEMENT FOR THE RICHBOROUGH CONNECTION

Confidential and Subject to Contract

1	Grantor		
2	Grantor's Agent	GW Finn & Sons, 1-3 King Street, Sandwich, Kent, CT13 9BY	
3	Grantor's Solicitor	Brachers, Somerfield House, 59 London Road, Maidstone, Kent, ME16 8JH	
4	Grantee	National Grid Electricity Transmission plc, 1-3 Strand, London WC2N 5EH	
5	Grantee's Agent	Fisher German, Court Lodge Farm Offices, Godmersham Park, Canterbury CT4 7DT (Ref James Ingram)	
6	Grantee's Solicitor	Bircham Dyson Bell LLP, 50 Broadway, London SW1H 0BL (Ref Charles Clarke)	
7	Consents required	There are other third party land interests (including but not limited to leases, licences, mortgages, charges or restrictive covenants) affecting the Property for which consent would be required for the Option Agreement and the Deed of Grant to include _____	
10	Grantor's Agent's Costs	A fee of _____ (and any irrecoverable VAT on production of a valid VAT receipted invoice) will be paid to the Grantor's Agent on exchange of the Option Agreement in accordance with National Grid's Payment Schedule of Surveyors Fees (2011).	
11	Grantor's Solicitor's Costs	National Grid will pay _____ (and any irrecoverable VAT on production of a valid VAT receipted invoice) as costs for the Grantor's Solicitor on exchange of the Option Agreement and _____ for completion of the Deed of Grant.	
12	Easement payment and summary of anticipated apparatus		
	Apparatus	Payment to Grantor	Payment to Occupier(s) if different
	Access	_____	_____
	Incentive payment	_____	_____
	Total	_____	_____

Notes:

1. Easement Payment
 - (a) 50% is paid on exchange of the Option Agreement
 - (b) 25% is paid on notice of entry for construction
 - (c) Balancing payment on completion of the Deed of Grant

2. Incentive Payment
 - (a) 100% of the Incentive Payment is payable if the Option Agreement is exchanged within 12 weeks from the date draft documents are issued to the Grantor or their solicitors if appointed or an earlier date if specified.
 - (b) 50% of the Incentive Payment is payable if the Option Agreement is exchanged within 18 weeks from the date draft documents are issued to the Grantor or their solicitor if appointed or an earlier date if specified.
 - (c) After 18 weeks, no Incentive Payment is payable on exchange of the Option Agreement.

3. A schedule of key terms is attached.

4. The affected land is shown on the attached plan. The apparatus will be installed within the area shown coloured pink.

Signed:

Name of signatory (in BLOCK CAPITALS):

Dated:

Please return the signed Heads of Terms to James Ingram, Fisher German, Court Lodge Farm Offices, Godmersham Park, Canterbury CT4 7DT.

If these Heads of Terms are being signed by the Grantor's Agent, the Grantor's Agent must return the signed Heads of Terms together with confirmation that the Grantor's Agent has written instructions to act on behalf of the Grantor.

AGRICULTURAL LAND DRAINAGE

4.1 Existing land drains, where encountered during construction, will be appropriately marked. Temporary drainage will be installed within the construction corridor working width to intercept existing field drains and ditches in order to maintain the integrity of the existing field-drainage system during construction. Such measures will also assist in reducing the potential for wet areas to form during the works, thereby reducing the impact on soil structure and fertility. Where necessary, existing land drains will be replaced during construction to ensure continued agricultural use.

4.2 Particular care will be taken to ensure that the existing land drainage system is not compromised as a result of construction. Land drainage systems will be maintained during construction and reinstated on completion.

4.3 Drainage systems will be reinstated to the Landowner's reasonable satisfaction (and to the reasonable satisfaction of the Occupier, if applicable, and where this does not conflict with the Landowner's reasonable satisfaction), ensuring that the drainage system is put back in a condition that is at least as effective as the previous condition, and that the restoration follows best practice for field drainage installations, and takes into account site specific conditions.

4.4 The landowner will be consulted prior to the installation of the pylons, on the design, including layout, falls, pipe sizes, pipe types and outfall, of any land drainage works required during construction, and on the design and timing of any land drainage works required for the subsequent restoration of the land. This process will take due regard of any local knowledge appropriate to individual circumstances.

4.5 The services of a suitably qualified drainage consultant will be employed by the Applicant to act as an drainage expert during the detailed design process, to agree with landowners the pre and post drainage schemes required.

4.6 A dispute resolution process will be established including an Independent Expert for drainage design and implementation appointed jointly. Where agreement cannot be reached on the appointment of the expert the matter will be referred to the president of the institute of Civil Engineers.

4.7 Landowners will be provided with the opportunity to inspect land drainage works as they progress. Records of existing and remedial drainage will be made by the Applicant and copies provided to the Landowner (and the Occupier, if applicable) after the pylons are constructed.

4.8 During construction all reasonable care will be taken to minimise physical damage to the landowners land and adjacent land resulting from the pumping of water (if required), in wet conditions. Any water will be pumped into existing and appropriate open drainage/watercourse.

4.9 The location of drains cut or disturbed by the construction works will be photographed, given a unique number and logged using GPRS coordinates.

4.10 The Applicant will compensate the Occupier on a proven loss basis for any damages or losses caused as a direct result of the use of, or access to or from, the Easement Strip, subject to receipt and business approval of a claim submitted in a standard format as requested by the Applicant.

4.11 Where it is reasonable for the reinstatement of drainage to involve works outside of the order limits it will be done subject to the agreement of the landowner.