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Our ref: EL/MV

16th June 2017

Dear Sirs,

Application by National Grid Electricity Transmission plc for an Order Granting Development Consent for the Richborough Connection Project

Thank you for your letter dated 9th June 2017. On behalf of our client the Church Commissioners for England we submit this letter relating to your request for additional information following the NFU's letter dated 2nd June 2017. This letter makes particular reference firstly, to the restrictive covenants being sought by National Grid over the land underneath the proposed overhead line elements of the Richborough Connection, secondly, the rights being sought in perpetuity, and finally, a summary of the position with respect to the negotiations. Our client's holdings which are affected by the Richborough Connection are as follows:

- Abbey and Durlock Farm
- Chislet Court Farm
- Wallend and Chitty Farms

Restrictive covenants

As noted within your letter Part 1 of the Book of Reference outlines the restrictions that National Grid wish to place on agricultural operations under the transmission equipment, and are as follows:

(e) to require the landowner not to do or suffer anything to be done upon the land which may interfere with or cause damage to the authorised development or interfere with the undertaker's access including without limitation impose clearance restrictions to the authorised development, not to erect any building or structure or allow any plant or tree to grow within the land, not to change the level of the surface, ground cover or composition of the land or do or allow to be done anything that may cause the level of the surface, ground cover or composition to be altered, not to drill, dig or break up the land;

The rights being sought by National Grid in respect to the above extract are excessive and unacceptable to our client. In its current form the proposed wording expresses that agricultural cropping would not be allowed across an easement width of approximately 40m plus, resulting in large swathes of our client's land being un-farmable, significantly reducing the productive capacity of the holdings noted above. This proposed restriction would also have massive implications with respect to the drainage of the land and the services that pass underneath the easement width, making it impractical to carry out normal operations e.g. irrigation pipes.

The farmland in question is some of the most productive land within the United Kingdom, and it is clear that National Grid have not thought through this proposal with any depth of practical consideration or thought, for the operations on the ground or the rights they actually require to make a project such as this feasible. This

is a theme which permeates this whole project for example; the economic impact on farm businesses and the positioning and design of pylons.

The easement width will inevitably become weed infested and will result in significant weed control problems on the adjoining agricultural land and will be costly to control.

As I am sure you will be aware from electricity transmission equipment throughout the country normal agricultural operations can take place underneath overhead power cables, and in close proximity to pylons without the need for excessive restrictions which are being sought by National Grid. Burying the transmission equipment underground would resolve a large proportion of the issues associated with this project, a point which has been noted in our previous submissions and those of other parties.

"...The power contained in restrictive covenants for the Applicant to require landowners to do or not do something on the land can only be exercised with the landowner's consent, such consent not to be unreasonably withheld."

The additional protective provision (quoted above) which may be included within any Order by the Secretary of State would appear to offer our client a greater level of protection, and as such would be considered favourably.

Rights being sought in perpetuity

As noted within the NFU's letter dated 2nd June 2017, National Grid are pursuing rights across our client's land into perpetuity with no form of justification or information provided for the requirement of such an excessive right. In past discussions with National Grid we have outlined the importance of a development clause or 'lift and shift', to be included within any agreement made between our client and National Grid, however, with the weight of evidence being placed on our client to justify such a request. As I am sure you will appreciate planning policy changes with each Government therefore it is very difficult to predict whether, and at what stage, land owned by our client may have the potential for non-agricultural development. One would assume with the weight that the need for housing has in the political agenda at the moment such clause is vital. National Grid wish to take rights into perpetuity for a form of electricity transmission which may possibly in 40 or 50 years' time be obsolete, and with no justification for such a right. The serviceable life of a pylon is 80 years, and as such, a time limited period for the rights desired by National Grid would be more appropriate. This point is demonstrated by the impending removal of the present electrical line crossing our client's land due to being obsolete.

Negotiation update

Within your letter you requested comment with respect to the negotiations for voluntary agreement between our client and National Grid. We can report that National Grid and their agents (Fisher German) have been unwilling to enter into proper negotiations with respect to the Option Agreement and Deed on a voluntary basis, and are trying to use the Development Consent Order as a threat in order to force affected parties into signing the voluntary agreements. An example of National Grid's unwillingness to negotiate is the recent launch of National Grid's new Land Rights Strategy. This document was sent out without prior consultation with those affected parties, and it is a widely accepted view that this document is not fit for purpose. When questioned during a recent meeting (15th May 2017) and prior telephone conversation on the valuation principles behind this document, National Grid were unable and unwilling to provide any form of methodology,

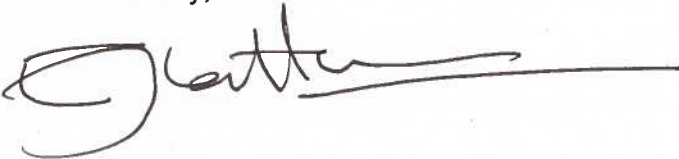
which is far from satisfactory as well as precluding open and transparent discussions to resolve the issues between National Grid and affected landowners.

Additionally, during this meeting questions were asked if the Land Rights Strategy or the Option and Deed could be negotiated in light of this new document, but again we were informed National Grid were not willing to entertain negotiations.

The Commissioners and other landowners have been very disappointed with the actions of National Grid. It is our understanding that only a very small number of affected parties have signed the voluntary agreements, with our client being in the majority who have not signed due to unsatisfactory terms. Our experiences to date do not dispel the notion outlined within the NFU's letter dated 2nd June 2017 that National Grid are attempting to secure the land needed for this scheme through compulsory purchase powers rather than reaching voluntary agreement with the affected landowners.

Finally, as stated previously to National Grid the Church Commissioners are not looking to be actively obstructive towards what we recognise is an important infrastructure project, however we feel that the rights being requested are excessive and have been sought without the proper and thorough consideration, as such in its current format we request that the DCO is not granted.

Yours faithfully,



Ed Lattimer