

Date: 6 October 2020

**Aquind Interconnector application for a Development Consent Order  
for the 'Aquind Interconnector' electricity line between Great Britain  
and France (PINS reference: EN020022)**

**Written Representations**

on behalf of

**Mr. Michael Jefferies and Mrs. Sandra Jefferies**

**Registration Identification Number: 20025044**

**Submitted in relation to Deadline 1 of the Examination Timetable**

BLAKE   
MORGAN

**Blake Morgan LLP**  
6 New Street Square  
London EC4A 3DJ  
[www.blakemorgan.co.uk](http://www.blakemorgan.co.uk)  
Ref: 609574-1

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## 1 INTRODUCTION

- 1.1 We act for Mr Michael Edwin Jefferies and Mrs Sandra Helen Jefferies, who are the joint owners of Hillcrest (out "**Clients**")
- 1.2 Hillcrest falls within the 'Converter Station Area' of the proposals.
- 1.3 We submitted Relevant Representations (document number reference RR-070) on behalf of our Clients on 17 February 2020.
- 1.4 Our Clients have serious concerns over the impacts of the proposed scheme on their freehold interests and peaceful enjoyment of their home. We are therefore instructed to make these Written Representations on their behalf.

## 2 TITLE

- 2.1 Our Clients jointly own the freehold interest in Hillcrest, Old Mill Lane, Denmead, Hampshire, PO8 0SN (our "**Clients' Land**"). Our Clients' Land covers an area of 10.4225 acres (4.218 hectares).
- 2.2 Part of the freehold interest in our Clients' Land (7.2225 acres or 2.923 hectares) is registered at HM Land Registry title number HP602301 known as land lying to the south west of Hillcrest, Old Mill Lane, Denmead, Hampshire, PO8 0SN (a copy of the Official copy of Register of Title is at **Schedule 1** of these Written Representations).
- 2.3 The extent of the registered freehold interest is shown outlined in red on the title plan filed under the same title number, a copy of which is attached at **Schedule 2** to these Written Representations.
- 2.4 Our Clients' freehold interest was registered at HM Land Registry on 2 July 2001.
- 2.5 The remaining part of the freehold interest in our Clients' Land (3.2000 acres or 1.295 hectares) is unregistered. A plan showing the extent of the unregistered part of our Clients' Land is attached at **Schedule 3** to these Written Representations.
- 2.6 The freehold interest is covered by plots 1-11, 1-13, 1-15, 1-16, 1-17, 1-19, 1-23 and 1-24.

## 3 DESCRIPTION OF OUR CLIENTS' LAND AND ITS USES

- 3.1 Copies of two aerial images of our Clients' Land are attached at **Schedule 4** to these Written Representations. These images indicate current structures and uses on our Clients' Land. Our Clients' Land measures 4.23 hectares and is accessed from the highway in Old Mill Lane.
- 3.2 Our Clients' Land is used as their place of residence and for commercial uses (repairing and selling second-hand cars, and leasing out part of our Clients' Land as a Moto-Cross Circuit).

### *Our Clients' Land falling outside the Order Limits*

- 3.3 We describe which parts of our Clients' Land fall outside the Order Limits as they contain uses and occupiers that/who will be directly affected by the impacts of the proposals due to their close proximity to the works.

3.4 The parts of our Clients' Land which fall outside of the Order Limits consist of (please see the images at Part 1 and Part 2 of **Schedule 4** to these Written Representations):

- 3.4.1 Approximately 1,996 square metres (0.49 acres) of our Clients' Land is in residential use and comprises the main three storey house with south-facing balconies providing views down to the Solent and the Isle of Wight together with various outbuildings including a static mobile home which is occupied by our Clients' [REDACTED] and a garage with office above, an indoor swimming pool and an aviary for the housing of racing pigeons together with a garden area to the north and south of the main house.
- 3.4.2 A large commercial workshop which is used by our Clients as part of their business of repairing and selling cars. Adjacent to the workshop is a hard surface yard area for the storage of vehicles in connection with the repair business. The commercial workshop and yard cover an approximate area of 2,639 square metres (0.6522 acres).
- 3.4.3 To the west and south west of the main cluster of buildings is a field measuring 37,500 square metres (9.27 acres or 3.75 hectares) in total (the "**Field**"), most of which falls outside the Order Limits. The Field is used for the storage of up to 100 vehicles in connection with the car repair business and horse grazing by our Clients' family horses.
- 3.4.4 Situated at the southern end of the Field is a moto-cross circuit used by off-road motorbikes for training (the "**Moto-Cross Circuit**"). Part of the Moto-Cross Circuit falls outside the Order Limits and the remainder falls within it (please see paragraph 3.5 below). The Moto-Cross Circuit, which has been there for more than 30 years, is let out to [REDACTED] Warren on a rolling monthly tenancy for £1,000 a month. [REDACTED] allows users to come and practice riding on the track. The Moto-Cross Circuit is used three days a week from 10.00am to 3.00pm on Tuesdays, Wednesdays and Saturdays (and occasionally Sundays instead of Saturdays). During the summer months the Moto-Cross Circuit is often used until 6.00pm. Ms. Warren is not included in the Book of Reference (document number 4.3) as an affected person.

*Our Clients' Land within the Order Limits*

3.5 As noted above, parts of our Clients' Land fall within the Order Limits (within plots plot numbers plot numbers 1-11, 1-13, 1-15, 1-16, 1-17, 1-19, 1-23 and 1-24). The following is a description of what is on this part of our Clients' Land (please see the image that is Part 1 of **Schedule 4** to these Written Representations):

- 3.5.1 The remaining part of the Moto-Cross Circuit as described above within plot number 1-23;
- 3.5.2 Hedgerows HR05 and HR06 (shown on the Hedgerow and Tree Preservation Order Plan (drawing number EN020022-2.12-HTPO-Sheet1, document number 2.12) and Figure 16.4 of the Environmental Statement (drawing number EN020022-ES-16.4-Sheet1, document number 6.12.16.4)) which are both species-rich hedgerows with trees and also satisfy the criteria of "*Important Hedgerows*" under Regulation 4 of the

Hedgerows Regulations 1997; HR05 falls within plot number 1-15, 1-17, 1-19 and 1-23. HR06 falls within plot numbers 1-23 and 1-24.

- 3.5.3 Additional hedgerows which are situated on the boundary of our Clients' Land and Old Mill Lane (which is a highway), falling within plot numbers 1-11, 1-13, and 1-16; and
- 3.5.4 A host of wildlife and plant species including mature 100 year old oak trees, owls, buzzards, sparrow hawks, kestrels, red kites, badgers, peregrine falcons, badgers, fallow deer and foxes which inhabit the hedgerows surrounding our Clients' Land.
- 3.5.5 It is possible that there is an old brick well and a water pipe located on the Clients' Land. The registered title for our Clients' Land (please see copies of their title at **Schedules 1 and 2** of these Written Representations) states that our Clients have the right to passage of running water through a water pipe laid under the adjoining land edged blue on a plan. The copy of the conveyance was not however filed at the Land Registry so we are not able to supply a copy of that plan which shows the exact location of the water pipe. We would however expect the Promoter to carry out its own investigations into this and request that the Promoter confirm whether the well and the water pipe fall within the part of our Clients' Land within the Order Limits;
- 3.5.6 An electricity cable falling within plot numbers 1-15 and 1-17. The cable's approximate location is shown on a plan attached at **Schedule 5** to these Written Representations; and
- 3.5.7 Overhead electricity lines running across plot number 1-19.

#### **4 WORKS TO BE CARRIED OUT ON OUR CLIENTS' LAND**

- 4.1 Our Clients' Land is situated within the "*Works No. 2 – Works to Construct Converter Station*" area (as described in the Works Plans in drawing number EN020022-2.4-WP-Sheet1, document number 2.4) where the converter station is to be constructed. The description of the proposed works for the Converter Station Area is summarised in the Statement of Reasons (document number 4.1) as follows:

*"Section 1 – Lovedean (Converter Station Area)*

- 5.3.2 *The converter station compound is proposed to be located within a predominantly rural area on the edge, but outside of, the South Downs National Park, and to the north west of Waterlooville. The land is predominantly agricultural, although the site of the proposed compound is in close proximity to the existing National Grid Lovedean substation (east of the proposed converter station). The precise siting of the converter station is subject to ongoing engagement with National Grid.*
- 5.3.3 *The Proposed Development includes an HVAC cable connection between the converter station and the Lovedean substation.*
- 5.3.4 *Two telecommunications buildings are also proposed within the converter station area. Landscaping (including re-profiling if/where appropriate and associated*

*planting) is proposed around the perimeter of the converter station and at other locations further from the converter station where deemed necessary."*

- 4.2 Works are to be carried out in respect of eight plots on our Clients' Land (plots 1-11, 1-13 and 1-15, 1-16, 1-17, 1-19, 1-23 and 1-24) in connection with works to construct the converter station (Works No. 2).

## **5 COMPULSORY ACQUISITION POWERS AFFECTING OUR CLIENTS' LAND**

### **5.1 The relevant law and guidance**

5.1.1 Sections 122(1), (2) and (3) of the Planning Act 2008 (the "**Act**") provide that an order granting development consent may include provision authorising the compulsory acquisition of land only if the Secretary of State is satisfied that the following conditions are met:

- (a) That the land:
  - (i) is required for the development to which the development consent relates;
  - (ii) is required to facilitate or is incidental to the development; or
  - (iii) is replacement land which is to be given in exchange for commons, open spaces etc.; and
- (b) That there is a compelling case in the public interest for the land to be acquired compulsorily.

5.1.2 Paragraphs 12 and 13 of the guidance issued by the Department for Communities and Local Government related to procedures for the compulsory acquisition of land (Planning Act 2008 – Guidance related to procedures for the compulsory acquisition of land, September 2013 (the "**Guidance**")) explain that for the Secretary of State to establish there is a compelling case in the public interest, they will need to be persuaded that there is compelling evidence that the public benefits that would be derived from the compulsory acquisition will outweigh the private loss that would be suffered by those whose land is to be acquired.

5.1.3 Paragraphs 8 to 10 of the Guidance provide general considerations in relation to the compulsory acquisition of land and require that the Promoter must be able to demonstrate the following to the Secretary of State in connection with the compulsory acquisition powers sought:

- (a) that all reasonable alternatives have been explored (including modifications to the scheme);
- (b) that the proposed interference with the rights of those with an interest in the land is for a legitimate purpose and that it is necessary and proportionate;

- (c) that the Promoter has a clear idea of how they intend to use the land which it is proposed to acquire;
- (d) that there is a reasonable prospect of the requisite funds for acquisition becoming available; and
- (e) that the purposes for which an order authorises the compulsory acquisition of land are legitimate and are sufficient to justify interfering with the human rights of those with an interest in the affected land, with particular regard given to Article 1 of the First Protocol to the European Convention on Human Rights and, in the case of the acquisition of a dwelling, Article 8 of the Convention.

5.1.4 Paragraph 11 of the Guidance further provides that the Secretary of State will need to be satisfied that the land which compulsory acquisition powers are sought in relation to is no more than is reasonably required for the development for which consent is sought, or in respect of land that is incidental or required to facilitate the proposed development that the development could not proceed without the land in question being acquired. The guidance provides an example in this regard in relation to landscaping for a project, confirming that the Secretary of State in those circumstances would need to be satisfied that the development could only be landscaped to a satisfactory standard if the land in question were to be compulsorily acquired.

## **5.2 Facts**

- 5.2.1 Part of the freehold interest in our Clients' Land over an area measuring 10,074 square metres (within plot number 1-23) is to be permanently compulsorily acquired in connection with the siting of the proposed Converter Station Area (please see the Land Plan Sheet 1 (drawing number EN02002-2.2-LP-Sheet1, document number 2.2) and the Book of Reference (document number 4.3)). The entirety of the plot 1-23 is currently occupied by part of a Moto-Cross circuit.
- 5.2.2 Additional areas of our Clients' Land measuring 2,778 square metres (falling within plot numbers 1-11, 1-13, 1-15, 1-16, 1-17, 1-19 and 1-24) will be subject to the acquisition of new permanent landscaping rights associated with the Converter Station Area. These plots currently consist of established hedgerows approximately three to four metres deep with mature trees including fully grown oak trees growing up to a height of approximately 25 metres.
- 5.2.3 The proposed compulsory acquisition powers of permanent compulsory acquisition and new permanent landscaping rights will affect a total area of 12,852 square metres of our Clients' Land (which equates to 30.85% of our Clients' Land).
- 5.2.4 These powers will significantly interfere with our Clients' activities on our Clients' Land.

### 5.3 Permanent Acquisition of Freehold Interest in our Clients' Land

- 5.3.1 As noted above, the entirety of the plot 1-23 is currently occupied by part of the Moto-Cross Circuit, incorporating 2.4893 acres of the Moto-Cross Circuit total area of 5.436 acres (constituting 46% of the track). If the freehold interest in plot 1-23 were to be compulsorily acquired it could potentially lead to the loss of the Moto-Cross Circuit in its entirety and the resultant loss of rental income from its use as it would need to be remodelled to fit into the smaller part of our Clients' Land that will remain in our Clients' ownership. This would require planning permission and significant capital expenditure to re-shape the track, with no certainty that consent would be granted. If it were to be re-modelled farther north into the Field (as described in paragraph 3.3 above and shown on the aerial image attached at **Schedule 4** to these Written Representations) it would take up land which is currently used for horse grazing and the storage of vehicles connected with our Clients' vehicle repair business. Our Clients do not own any other land that would be suitable to relocate the Moto-Cross Circuit to.
- 5.3.2 Paragraph 6.1.4 of the Statement of Reasons (document number 4.1) states that all the freehold and leasehold interests in plot 1-23 need to be compulsorily acquired because that is where the Converter Station will be located. That is not entirely correct.
- 5.3.3 The precise location of the Converter Station has not been finalised by the Promoter. It has proposed two micro-siting options, namely Option B(i) and Option B(ii), and the final siting is to be finalised after (and if) the DCO application is successful.
- 5.3.4 If Option B(i) is chosen, it would appear from the Indicative Converter Station Area Layout Plans (drawing number EN020022-2.7-LAY-Sheet2, document number 2.7) and the Converter Station and Telecommunications Buildings Parameter Plans (drawing number EN020022-2.6-PARA-Sheet1, document number 2.6) that this will result in only part of the Converter Station footprint and embankment works being located on our Clients' Land in plot 1-23.
- 5.3.5 Under Option B(ii) the Converter Station will be located approximately 40 metres east and 11 metres north of the proposed location under Option B(i) (according to paragraph 3.2.1.14 of the Design and Access Statement, document number 5.5). If that micro-site is chosen, it will mean that none of the Converter Station footprint, nor embankment works will be located on our Clients' Land in plot 1-23 (as shown on the Indicative Converter Station Area Layout Plans (drawing number EN020022-2.7-LAY-Sheet3, document number 2.7) and the Converter Station and Telecommunications Buildings Parameter Plans (drawing number EN020022-2.6-PARA-Sheet1, document number 2.6)). Clearly, if Option B(ii) is chosen for the final location of the Converter Station this will not require the same amount of our Clients' Land in plot 1-23 as would be required for Option B(i). However, the Application (particularly the Book of Reference, document number 4.3) makes no distinction between the two micro-site options in relation to the proposed powers of compulsory acquisition of freehold interests and the Promoter intends to permanently acquire the same sized area of land within plot 1-23 irrespective of which micro-site Option B(i) or Option B(ii) is finally chosen without providing an explanation as to why the same



extent of land is sought to be would be required. Logically it would involve a revised plot area with the western edge moved approximately 40 metres eastwards.

- 5.3.6 Furthermore, it would appear from the Indicative Landscape Mitigation Plan for Option B(i) (Drawing No. EN020022-ES-15.48, document number 6.2.15.48) and Figure 6.10.1 Outline Landscape and Biodiversity Strategy Management Plan – Converter Station Area (drawing number EN020022-6.10.1 in Appendix 2 of document number 6.10) that of the remaining land in plot 1-23 that is not to be used for the Converter Station a significant amount of it will remain as "*existing recreation area*" (shown coloured yellow) or is proposed scrub (shown coloured brown) adjoining the proposed native mixed woodland planting. Whilst these two areas fall within the Order Limits they are clearly not required for the construction of the Converter Station, nor do they offer any form of screening mitigation. The Promoter has failed to explain why the freehold interest to these areas of Plot 1-23 need to be permanently compulsorily acquired for the development or why they are required to facilitate or are incidental to the development.
- 5.3.7 The Promoter has also failed to produce an Indicative Landscape Mitigation Plan in relation to Option B(ii). This is a significant omission and indicates that perhaps a full and proper assessment may not have been carried out. Furthermore, we would question how a proper examination of the proposals and its impacts can be made without this plan. Our Clients are therefore currently unable to comment on whether, under this alternative micro-site option, there is even less land that the Promoter can demonstrate it requires. For example, it would appear from the Indicative Converter Station Area Layout Plan for Option B(ii) (drawing number EN020022-2.7-LAY-Sheet3, document number 2.7) that neither the Converter Station nor embankment works will significantly interfere with existing Hedgerows HR05 and HR06 (including where the two intersect) which are on our Clients' Land within plot 1-23. It has therefore not been demonstrated what additional mitigation measures are intended to take place on the remaining part of plot 1-23 to justify its compulsory acquisition of the freehold interest, nor why alternative measures (such as landscaping rights) are not considered sufficient. We therefore reserve the right to make further representations on this issue in the event that the Promoter provides further information in response to our Clients' concerns.
- 5.3.8 The Promoter will not need to own the freehold to the land within plot 1-23 that is only to be landscaped because it will also be protected by Article 23 of the draft DCO if the Promoter only has landscaping rights over that land. Article 23 includes a power to impose restrictive covenants in relation to land over which new rights are to be acquired. The proposed restrictions are required to protect the infrastructure from becoming exposed, damaged or built over; preventing operations which may obstruct, interrupt or interfere with the infrastructure and the exercise of the new rights granted over the land; ensuring that access for future maintenance can be facilitated; and ensuring that land requirements are minimised so far as possible.
- 5.3.1 Furthermore, section 1.6 of the Outline Landscape and Biodiversity Strategy (document number 6.10) sets out the proposed management activities for the areas to be landscaped within plot 1-23. Tables 1.2 to 1.5 in section 1.6 show that the proposed landscaping management activities need only be carried out once or twice

a year. In light of this therefore, there is no reason why the Promoter needs to compulsorily acquire any part of our Clients' Land that will only be landscaped as all they would actually need are new landscaping rights over that area of our Clients' Land. The Promoter does not necessarily need to own the freehold interest to our Clients' Land when the new landscaping rights will allow it to enter our Clients' Land when they need to carry out their annual or bi-annual landscaping activities. No attempt has been made to date by the Promoter to also enter into any private arrangement with our Client to enable it to carry out these private landscaping planting and management activities. For these reasons, the proposed permanent compulsory acquisition powers being sought over plot 1-23 are disproportionate to what is actually needed and thus fails the relevant test to justify granting the Promoter such extensive powers.

5.3.2 Paragraph 1.7 of the Outline Landscape and Biodiversity Strategy states that management of existing and proposed landscaping and biodiversity proposals will be subject to a detailed landscape and biodiversity management strategy. In terms of who would be responsible for the management, paragraph 1.7.2.1 states that access would be agreed with existing landowners. Paragraph 1.7.2.2 states that management responsibilities of existing planting and hedgerows/hedgerow trees will be by a local farmer. The local farmer and external contractors would also be responsible for a number of landscaping management matters including:

- (a) The correct instruction of all parties delivering the strategy (including the Promoter's staff and contractors);
- (b) Compliance with the detailed strategy, legal requirements and planning requirements;
- (c) Enacting and enforcing requirements by the Promoter's ecologist, landscape architect, and arboriculturalist; and
- (d) Keeping a record of measures taken as part of CDM requirements.

5.3.3 Firstly, these management responsibilities are unrealistic, impractical, offer no compensation to our Clients, and impose obligations on our Clients that have never been discussed with them before. It is short-sighted of the Promoter to expect lay people to fully understand, execute, enforce, and pay for detailed technical requirements. They will also not know what records are required under CDM requirements. Secondly, if it is the Promoter's plan to pass management responsibility for landscaping and biodiversity to local landowners and farmers, there is no reason why it should also have the power to permanently compulsorily acquire the freehold interest to that part of our Clients' Land that is proposed to be landscaped within plot 1-23.

5.3.4 Also, paragraph 6.2.4 of the Statement of Reasons (document number 4.1) states:

*"Where the Applicant is seeking to acquire land or rights over land, the temporary use of such land is **also provided for** (see Article 30 and 32 of the Order). The reason for seeking temporary use powers over this land also, is that it allows the Applicant to enter onto land for particular construction and maintenance purposes in*

*advance of the vesting of the relevant land/rights. This enables the Applicant to compulsorily acquire the minimum amount of land and rights over land required to construct, operate and maintain the Proposed Development." (our emphasis added)*

- 5.3.5 In light of this we would again question the need to compulsorily acquire our Clients' freehold interest in the entirety of plot 1-23 if these powers of temporary possession are also available. This level of uncertainty in the draft DCO makes it impossible for our Clients to know whether or not they will be losing income from the use of the Moto-Cross Circuit (and if so whether it will be temporary or permanent) and more accuracy is needed in the drafting of the DCO and generally in terms of the Promoter setting out exactly which compulsory acquisition powers will relate to which sections of the Order Land.
- 5.3.6 The Promoter has therefore failed to demonstrate that all of the land in plot 1-23 is required for the development in relation to Option B(i) or any of the land in relation to Option B(ii), nor has the Promoter demonstrated how, in the alternative, that land is required to facilitate or is incidental to the development. The Promoter therefore fails to meet the test set out in section 122 of the Act to justify the permanent acquisition of our Clients' freehold interest in plot 1-23.
- 5.3.7 The Promoter has not demonstrated that it has a clear idea of how it intends to use the land which it proposes to acquire contrary to paragraph 9 of the Guidance, nor demonstrated that the compulsory acquisition powers sought are no more than is reasonably required for the development contrary to paragraph 11 of the Guidance.
- 5.3.8 Our Clients therefore request that the Book of Reference (document number 4.3) and the relevant Land Plans (document number 2.2) be amended so that:
- (a) [REDACTED] interest is added;
  - (b) The extent of the freehold interest in the land to be compulsorily acquired in plot 1-23 should also be subject to alternative options depending on whether Option B(i) or Option B(ii) is chosen as the final location for the Converter Station, and
  - (c) That the Book of Reference and relevant Land Plans also be amended accordingly so that none of our Clients' freehold interest is subject to powers of permanent compulsory acquisition should Option B(ii) be selected; and
  - (d) The extent of compulsory acquisition powers being sought over the freehold interest in plot 1-23 be reduced so that it only covers the footprint of the converter station as proposed under option B(i)

#### **5.4 Compulsory Acquisition of New Permanent Landscaping Rights**

- 5.4.1 Paragraph 6.1.7 of the Statement of Reasons (document number 4.1) states that:

*"Rights are sought over the land shown green on the Land Plans for landscaping and ecological measures required in connection with the visual screening of the converter station"*

- 5.4.2 As stated above, 2,778 square metres of our Clients' Land (falling within plots 1-11, 1-13, 1-15, 1-16, 1-17, 1-19 and 1-24) will be subject to powers of compulsory acquisition of new permanent landscaping rights in connection with the Converter Station Area. Please see the Land Plan Sheet 1 (drawing number EN02002-2.2-LP-Sheet1, document number 2.2).
- 5.4.3 The Statement of Reasons (document number 4.1) states (at Appendix A) that such landscaping rights include, in addition to planting trees, woodland, shrubs, hedgerows and seeding, the right of the Promoter and their agents to:
- (a) Remove and relocate trees, woodlands, shrubs, seeding and other ecological measures;
  - (b) At all times to pass and repass on foot, with or without vehicles, equipment, plant and machinery (including any temporary surface);
  - (c) Construct, alter, remove and use sewers, drains, pipes, ducts, mains, conduits and flues;
  - (d) Drain into and manage water flows in any drains watercourses and culverts;
  - (e) Restrict the construction of buildings, works and structures; and
  - (f) Restrict the growing or planting of trees or shrubs.
- 5.4.4 The parts of our Clients' Land over which these permanent landscaping rights are proposed to apply already consist of established hedgerows which, as noted above also encompass two hedgerows that are species-rich hedgerows with trees and categorised as "*Important Hedgerows*" (please see the Hedgerow and Tree Preservation Order Plans (drawing number EN020022-2.12-HTPO-Sheet1, document number 2.12) and Figure 16.4 of the Environmental Statement (drawing number EN020022-ES-16.4-Sheet1, document number 6.12.16.4)):
- (a) Hedgerow HR05 in respect of plots 1-15, 1-17 and 1-19; and
  - (b) Hedgerow HR06 in respect of plot 1-24.
- 5.4.5 The permanent landscaping rights that affect the remainder of our Clients' Land (within plots 1-11, 1-13 and 1-16) apply to the existing established hedgerow located on the north-western boundary of our Clients' Land which separates our Clients' Land from the highway in Old Mill Lane (this hedgerow has not been identified as an "*other hedgerow*" in the Hedgerow and Tree Preservation Order Plan, drawing number EN020022-2.12-HTPO-Sheet1, document number 2.12).
- 5.4.6 The hedgerows on our Clients' Land that are affected by these new permanent landscaping rights are approximately three to four metres deep with mature oak and

ash trees interspersed within the hedgerow and growing up to an approximate height of 25 metres. The extent of the land included in these plots covers not only the hedgerows themselves but seemingly the canopy area of the trees above, meaning that the area of land proposed to be subject to the permanent landscaping rights extends beyond the hedgerows themselves.

- 5.4.7 The Promoter has failed to provide any justification for the need for permanent landscaping rights over the full length of Hedgerow HR06 in plot 1-24. This hedgerow runs perpendicular to the Converter Station and no explanation has been given by the Promoter as to the screening value that the full length of this hedgerow would provide compared to the relatively narrow screening that is proposed to be planted along the western boundary of the Converter Station. Our Clients submit that there is no compelling reason to acquire landscaping rights over the full length of this hedgerow and such rights, if shown by the Promoter to be necessary, should only be limited to a short section at the eastern end which is commensurate with the width of the proposed planting that is to be planted elsewhere along the western edge of the Converter Station.
- 5.4.8 Similarly, that part of Hedgerow HR05 situated in plots 1-15, 1-17 and 1-19 also runs perpendicular to the Converter Station in this location and the Promoter has offered no explanation as to the screening value that this section of Hedgerow HR05 would provide.
- 5.4.9 Furthermore, the Indicative Landscape Mitigation Plan for Option B(i) (north) (drawing number EN020022-ES-15.48, drawing number 6.2.15.48) indicates the proposed management of Hedgerows HR05 and HR06, along with the hedgerow in plots 1-11, 1-13 and 1-16 consists of: "*Restrict removal of hedgerows and maintain at existing height. Gap up with new hedgerow planting where necessary*". The proposed list of rights contained in Appendix A of the Statement of Reasons (document number 4.1) that form part of the proposed permanent landscaping rights (as noted above) far exceed any such rights that are needed for the anticipated management of this hedgerow. In particular, the right to "*restrict the growing or planting of trees or shrubs*" is particularly at odds with the intended management of these two hedgerows.
- 5.4.10 In relation to the hedgerow adjoining Old Mill Lane (in plots 1-11, 1-13 and 1-16), the access rights contained in the draft DCO will affect our Clients' business.
- 5.4.11 The Promoter has failed to demonstrate that all of the land in plots 1-15, 1-17, 1-19 and 1-24 is required for the development and the Promoter therefore fails to meet the test set out in section 122 of the Act to justify the acquisition of permanent landscaping rights over our Clients' freehold interest. Nor has the Promoter demonstrated that the compulsory acquisition powers sought are no more than is reasonably required, contrary to paragraph 11 of the Guidance.
- 5.4.12 Generally speaking, the justification for the compulsory acquisition of land and rights over land is set out in paragraph 7.2 of the Statement of Reasons (document number 4.1). However, no detailed justification is given in the Statement of Reasons in respect of the new permanent landscaping rights that the Promoter seeks to

compulsorily acquire over our Clients' Land save for the bare assertion at paragraph 7.2.1 of the Statement of Reasons that:

*"The land, rights over land, and the imposition of restrictions on land sought on the Order are required for the construction, operation and maintenance of the Proposed Development. The powers to compulsorily acquire the land and rights over land and to impose restrictions are therefore required to ensure there is no impediment to the delivery of the Proposed Development, which has been recognised by the SoS to be of national significance."*

5.4.13 The only other justification given is at paragraph 7.2.4 of the Statement of Reasons:

*"The justification for the inclusion of compulsory acquisition powers in the Order, in accordance with the provisions of the Act, is to secure the land, new rights over land, the imposition of restrictions and the temporary use of land to enable the construction, operation and maintenance of the Proposed Development and in turn the realisation of the public benefits that will be derived from, it discussed in section 8 of this Statement."*

5.4.14 The Statement of Reasons completely fails to provide any specific justification as to why compulsory acquisition powers relating to landscaping are required in respect of our Clients' Land.

## **6 HUMAN RIGHTS**

6.1 The European Convention on Human Rights (the "**ECHR**"), incorporated into UK law by the Human Rights Act 1998, includes provisions which are to protect the rights of the individual, several of which are relevant to the consideration of whether the grant of compulsory acquisition powers in the Order is justified.

6.2 Article 1 of the First Protocol to the ECHR provides:

*"Every natural or legal person is entitled to the peaceful enjoyment of his possessions. No one shall be deprived of his possessions except in the public interest and subject to conditions provided for by law."*

6.3 Article 8 of the ECHR provides:

- "1. *Everyone has the right to respect for his private and family life, his home and his correspondence.*
2. *There shall be no interference by a public authority with the exercise of this right except such as is in accordance with the law and is necessary in a democratic society in the interests of national security, public safety or the economic well-being of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others".*

6.4 We consider that Articles 1 and 8 to have been infringed because:

- 6.4.1 Despite stating so in paragraph 7.10.7 of the Statement of Reasons (document number 4.1), the Promoter has not sought to minimise the amount of land it needs to compulsorily acquire in relation to our Clients' interests);
- 6.4.2 Less intrusive measures are available. The Promoter does not have to permanently compulsorily acquire all of our Clients' freehold interests in plot 1-23 as other compulsory acquisition powers (such as new permanent rights to landscape) can be sought instead. As there are alternatives to the powers being sought, the proposals are in breach of Article 1 of the ECHR as their consequences would be severe and there may be less intrusive options which do not appear to have been explored by the Promoter;
- 6.4.3 Due to the availability of less intrusive measures and less intrusive compulsory acquisition powers, we cannot see how there is a compelling case in the public interest for the extent of the compulsory acquisition powers currently being sought over our Clients' Land; and
- 6.4.4 Contrary to the Promoter's statement in paragraph 7.10.12 of the Statement of Reasons, the compulsory acquisition powers sought in relation to our Client's' Land do not strike a fair balance and are not appropriate or proportionate.
- 6.5 The Promoter has failed to demonstrate that the extent of the compulsory acquisition is necessary and proportionate, taking only what is required and has failed to demonstrate that all reasonable alternatives to compulsory acquisition have been explored. The disproportionate harm and loss to our Clients' interests significantly outweighs any public benefit.
- 6.6 Accordingly, the proposed interference with our Clients' rights and interests has not been adequately justified by the Promoter having regard to Article 1 of the First Protocol to the ECHR and therefore the Promoter has not satisfactorily met the tests for compulsory acquisition.

## **7 NEGOTIATIONS**

- 7.1 Paragraph 8 of the Guidance states that the Promoter should be able to demonstrate that all reasonable alternatives to compulsory acquisition have been explored. Compulsory acquisition is therefore a measure of last resort.
- 7.2 Paragraph 1.3.1 of the Statement of Reasons (document number 4.1) states that the Promoter has been seeking to enter into voluntary arrangements to acquire the land from our Clients. Paragraph 1.38 of the Statement of Reasons further states that:
- "The Applicant has explored reasonable alternatives to compulsory acquisition and has made, and continues to make, attempts to acquire the required land and rights over land by voluntary agreement".*
- 7.3 To date, however, no reasonable effort has been made by the Promoter to negotiate a voluntary agreement with our Clients. Despite numerous attempts by our Clients' Land agent (Mr Henry Brice, of Ian Judd & Partners) over many months to progress private agreement discussions including agreeing heads of terms, there has been a lack of engagement by the Promoter as follows:

- 7.3.1 Mr Brice received a plan from the Promoter's agents, Avison Young, on 17 September 2019 stated that they would provide heads of terms in the coming days.
  - 7.3.2 Mr Brice received an email from Avison Young on 7 October 2019 stating that the heads of terms were with the solicitors for final review.
  - 7.3.3 Mr Brice emailed Avison Young on 18 October 2019 asking for "*any update*" on the heads of terms.
  - 7.3.4 Mr Brice emailed Avison Young on 1 November 2019 asking for "*any update*" and stating that he was expecting the heads of terms that week.
  - 7.3.5 The heads of terms were received by email from Avison Young on 19 November 2019.
  - 7.3.6 A meeting was held at the offices of Ian Judd and Partners in 16 December 2019 to discuss points arising from the draft heads of terms and seeking further justification on how figures were calculated.
  - 7.3.7 A telephone conference was held on 18 May 2020 regarding the heads of terms. Avison Young provided no update, but promised to provide a breakdown of how the offer was calculated by the next day.
  - 7.3.8 Mr Brice chased for the requested breakdown on 29 May 2020.
  - 7.3.9 We (Blake Morgan) requested a draft agreement for our Clients from the Promoter's solicitors, Herbert Smith Freehills, on 10 September 2020. No response has been received to date.
- 7.4 We therefore disagree with the statement in paragraph 1.38 of the Statement of Reasons, which states that "*The Applicant has explored reasonable alternatives to compulsory acquisition*" and request that the Promoter be required by the Secretary of State to put more effort and time into seeking a voluntary arrangement with our Clients.

## **8 LOSS OF AMENITY**

- 8.1 Our Clients purchased their Land (which is their home) over 30 years ago with the intention that it would be their 'forever home'. Our Clients are both approaching seventy five years in age, and are now faced with the prospect of having to consider that they might have to move as a result of the proposed Development and the interference on their peaceful enjoyment of their home and property caused by the construction and commissioning works for the Converter Station in the next few years which are currently anticipated to be undertaken between 2021 – 2024 (as stated in paragraph 3.6.3.40 of Chapter 3 of the Environmental Statement, document number 6.1.3).

### **8.2 Construction – Noise and Vibration**

- 8.2.1 Our Clients' residential house is situated approximately 0.2km to the north of the proposed Converter Station and is identified by the Promoter as a key environmental receptor (Receptor R2) with respect to noise and vibration in the Application



documents paragraph 24.4.2.7 of Chapter 24 of the Environmental Statement, document number 6.1.24).

8.2.2 We also note from Chapter 24 of the Environmental Statement (paragraph 24.4.1.2) that Hillcrest was part of 'Measurement Position 2' of the Promoter's baseline noise survey. As noted above, Hillcrest is also referred to as 'R2' in the context of it being a sensitive receptor to noise due to its location being within 300m of the proposed converter station (see paragraph 24.4.2.7 of Chapter 24 of the Environmental Statement, document number 6.1.24). What is lacking from Chapter 24 is an analysis in layman's terms of what all the different sets of data presented for R2 mean and an explanation as to how the Promoter concluded that overall noise effects from the proposed works and the operation of the converter station would be "*negligible*". Until such information is provided, it is difficult to accept the Promoter's conclusions.

8.2.3 In terms of the Promoter's assessment of noise impacts from the construction of the converter station, paragraph 5.3.12.8 of the Planning Statement (document number 5.4) states:

*"The Converter Station Area is located in a sparsely populated area, and therefore it is feasible to predict the noise level from each stage of the construction works at specific surrounding sensitive Receptors, of which six were noted within 300 m of construction activities. The ES concludes that no significant Impacts will occur at the Converter Station Area during the Construction Stage noting the distances to the six sensitive Receptors and the temporary nature of the construction works. The implementation of the Onshore Outline CEMP will ensure that Impacts are reduced as far as practicable through the imposition of standard construction working hours and best practice construction methods including screening of works."*

8.2.4 We would not categorise an estimated 3-year construction period for the converter station as a "*temporary*" period of time. Being exposed to noise impacts for such a long period of time would cause significant harm to their health and wellbeing. This has not been adequately assessed by the Promoter, and we would request that the Promoter explain what specific noise reduction methods it would apply in relation to our Clients given their circumstances and location.

8.2.5 Chapter 3 of the Environmental Statement (document number 6.1.3) states that the construction works and activities relating to the Converter Station will take place six days a week, between 8am and 6pm, with one hour either side of these hours for start-up/shut down activities, oversized deliveries and for the movement of personnel. This will cause significant impacts for our Clients. The construction works will cause noise, vibrations and dust all of which will affect our Clients peaceful enjoyment of their Land.

8.2.6 Whilst the 'Community Liaison' section of the Onshore Outline Construction Environmental Management Plan (document number 6.9) states on page 5-52 that "*Any noise complaints will be reported to the appointed contractor and immediately investigated, including a review of mitigation measures for the activity that caused the complaint*", there is no mention in that document of whether the Promoter would then take positive steps to deal with source of the complaint. At the moment it only

requires a 'review'. Our Clients' concern is that there is no guarantee from the Promoter that action will be taken and this could therefore expose our Clients' to a continuing source of what is to them, unacceptable noise levels.

- 8.2.7 Also, as a lifelong, avid breeder of racing pigeons which race in national and European competitions, the noise from construction works could affect the pigeons' general health and sleep, which in turn could affect their performance.
- 8.2.8 In light of this, there needs to be further explanations provided by the Promoter as to how it plans to minimise the effects of noise and vibration on our Clients.
- 8.2.9 Chapter 22 of the Environmental Statement – Traffic and Transport (document number 6.1.22) states at paragraph 22.4.6.3 that during the peak construction, site establishment / enabling work and site preparation for main civil engineering work in the Converter Station Area, it is anticipated there will be the following construction traffic movements to/from the Converter Station Area:
- (a) 43 two-way HGV movements (86 in total) per day; and
  - (b) 150 two-way employee car movements (300 in total) per day.
- 8.2.10 It is unclear however whether the analysis in the Noise chapter of the Environmental Statement (Chapter 24, document number 6.1.24) takes this into account. We would request that the Promoter confirms whether it does and explain what specific mitigation measures will be put into place for residents who live directly next to the Converter Station Area (where all the converter station construction activity will be taking place). This is a significant amount of traffic movement and is likely to cause considerable noise disturbance to our Clients.

### 8.3 Construction - Dust

- 8.3.1 Due to the clay soils in the area, the ground works involved in construction have the potential to generate significant dust deposition and combined with the predominant southerly and south-westerly winds is likely to carry such dust and noise pollution from construction works towards their house which will affect our Clients' peaceful enjoyment of their home.
- 8.3.2 Table 5.2 (Summary table of Dust risk results per Onshore Cable Corridor Section) on page 5-50 of the Onshore Outline Construction Environmental Management Plan (the "**Onshore OCEMP**") (document number 6.9) states that the Converter Station Area is at a medium risk of dust impacts. However, table 23.78 (Summary of the Overall Dust Risk Construction Site Activity) of chapter 23 of the Environmental Statement (document number 6.1.23) states that in relation to the Lovedean area and the construction of the Converter Station (the area within which our Clients' Land is located, there is a **high risk** of dust.
- 8.3.3 This difference in conclusion leads us to question the accuracy of the Promoter's environmental assessment of dust impacts. We request that the Promoter explains this conflict in risk level and confirms which level of risk is correct and why.

- 8.3.4 Moreover, paragraph 23.6.8.2 of Chapter 23 of the Environmental Statement (document number 6.1.23) states that any effects from dust will be: "*temporary and transient and with the implementation of appropriate mitigation for each Section, the impacts during the Construction Stage are assessed as not significant.*" The construction and commissioning works period of three years cannot be classed as being "*temporary*" in nature. Moreover, it is illogical to conclude that there is a low impact of dust if there is also assessed be a high risk of dust. In this regard, the Promoter's environmental assessment appears to be highly questionable.
- 8.3.5 Chapter 23 of the Environmental Statement (document number 6.1.23) states that the risk of dust will be effectively mitigated by the measures set out in the Onshore OCEMP. However, we would question this. Page 5-31 of the Onshore OCEMP (document number 6.9) states that the following measures will be used: Water/surfactant will be sprayed to damp down any potentially contaminated dust and prevent it from becoming airborne. Temporary surface water drainage and vehicle wheel washes will further reduce the risk of dust generation. Precautions should also be taken while transporting excavated materials off-site to ensure that any risk of fugitive dust emissions are prevented. Construction Stage air monitoring may be used to check the effectiveness of damping down of the dust on site. These measures do not go far enough. How realistic would it be to catch all sources of dust with water sprays on what will be such a large construction site? There are also no details provided of what "*precautions*" will be taken when transporting materials off-site. Also, air monitoring "*may*" (not "will be") carried out to check on the effectiveness of the measures taken – i.e. it is not guaranteed that the Promoter will even check and monitor the risk of dust. We request that stronger measures are put in place that firmly bind the Promoter, to ensure that the high risk of dust anticipated will actually be mitigated. Until that is done, we disagree with the Promoter's assessment that the measures in the Onshore OCEMP really will reduce the high risk of dust to a low impact in practice.

## **8.4 Operation – Visual Amenity**

- 8.4.1 As noted above, our Clients' house is a three storey building (with the third floor being located in the roof space). It is located on higher ground above the proposed Converter Station Area. The land to the south of the house slopes downwards and its south-facing balconies currently offer extensive rural views to the Solent and the Isle of Wight with views of Stoneacre Copse, an ancient woodland in the near distance.
- 8.4.2 As the land behind their house slopes downwards towards the Converter Station Area they will look down on to the overbearing mass of the Converter Station, in particular the proposed 26 metre high Converter Hall were it to be situated in either location being considered under Option B(i) and Option B(ii). Option B(ii) in particular will have a significant detrimental impact as the Converter Hall will be located in direct line of their views. The Promoter has conceded (at paragraph 18.2.16 of the EIA Scoping Report, document number 6.3.5.2) that residents of individual properties close to the edge of the development may experience views of the Converter Station. The proposed buffer landscaping to be located immediately behind their house (as shown on the Indicative Landscape Mitigation Plan (drawing number EN020022-ES-

15.48, document number 6.2.15.48) and Figure 6.10.1 Outline Landscape and Biodiversity Strategy Management Plan – Converter Station Area (drawing number EN020022-6.10.1 in Appendix 2 of document number 6.10)) will not grow sufficiently tall enough to screen the Converter Station Area and, in any event, will take at least 10 years before any such trees are able to provide any form of partial screening. This constitutes approximately one quarter of the 40 years of the expected design lifetime of the Development.

- 8.4.3 As native mixed woodland species will be used, such partial screening is only likely to apply during the summer months and offer little or no screening value during the winter months when such trees have no leaves.

## **8.5 Operation - Noise**

- 8.5.1 In terms of the impact of the operation of the Converter Station on the overall wellbeing of residents living close to the converter station, paragraphs 26.6.2.27 and 26.6.2.28 of chapter 26 of the Environmental Statement (document number 6.1.26) states that it is anticipated that the noise from the Converter Station Area may be audible under certain operating and climatic conditions at the nearest residential receptors. Therefore, the Converter Station Area during operation may result in perceived annoyance and associated adverse effects on psychological health for nearby residents. This may cause anxiety for some residents and could lower levels of quality of life or wellbeing. Overall, it is considered that the residual operational noise from the Converter Station Area will have a permanent, long-term, negligible to minor adverse effect (not significant) on human health receptors (residential receptors in close proximity). We fail to see how in light of such negative effects, a conclusion can be reached that the impacts will be negligible to minor adverse. No explanation has been provided to explain this leap in analysis. This is particularly concerning for our Clients who will be living in very close proximity to the converter station. With both Clients approaching 75 years old they, as conceded by the Promoter in paragraph 26.6.2.28 of Chapter 26 of the Environmental Statement (document number 6.1.26), may be particularly vulnerable to annoyance and stress caused by increases in low frequency noise caused by the Converter Station once it becomes operational. For these reasons the Promoter's assessment on impacts on human health are not accurate in this regard.

## **8.6 Operation – Artificial Light**

- 8.6.1 Document 5.3 (Statutory Nuisance Statement) states at paragraph 4.2 that artificial lighting is proposed to illuminate the outdoor Converter Station Area during both construction and operational stages. It states that a requirement is included in the draft DCO relating to external construction lighting to prevent light spillage.
- 8.6.2 Requirement 23 of Schedule 2 of the draft DCO relates to the control of lighting during the operational period. It states that during the operational period there will be no external lighting of Works No.2 during hours of darkness save for in exceptional circumstances, including emergencies and urgent maintenance.
- 8.6.3 Requirement 23 will not however provide sufficient protection to our Clients. It allows external lighting during "*exceptional circumstances*", but there is no definition of what

those "*exceptional circumstances*" could be. All that is provided in the wording are examples, leaving it completely reliant on the Promoter's subjective and unchecked view as to what is an "*exceptional circumstance*".

- 8.6.4 Whilst the Statutory Nuisances Statement itself broadly defines what measures could be in place, these measures are not set out in any formal lighting strategy (that we can see) which the Promoter is bound to abide by during the Converter station's operation – i.e. the measures are in a statutory nuisances statement which is an odd place to contain operational external lighting measures.
- 8.6.5 There is also no requirement in the draft DCO for the Promoter to submit any form of external lighting strategy for operational purposes in relation to exceptional circumstances (as there is in Requirement 16 in relation to external construction lighting) to the relevant local planning authority so that it can check what the exceptional circumstances could be and to place protections against light pollution for those, like our Clients, who will live next to the Converter Station.
- 8.6.6 We therefore request that the wording of Requirement 23 of the draft DCO be amended to require the submission of a lighting strategy to the local planning authority for scrutiny and approval and for a fuller definition of "*exceptional circumstances*" to be inserted into the draft DCO or for Requirement 23 to require the lighting strategy to set this out. Without this, we would also disagree that there would be an insignificant effect of artificial lighting on our Clients.

## **9 WILDLIFE AND CONSERVATION**

- 9.1 The Promoter's Hedgerow and Tree Preservation Order Plan (drawing number EN020022-2.12-HTPO-Sheet1, document number 2.12) indicates that the following important hedgerows are located within our Clients' freehold interest: HR05 and HR06.
- 9.2 Our Clients have observed a number of species of wildlife on their land within the Order Limits. These include, badgers, deer, and various birds of prey such as sparrowhawks, kestrels, red kites, peregrine falcons, buzzards and owls. It is unclear to what extent the assessment in chapter 16 of the Environmental Statement (Onshore Ecology) (document number 6.1.16) considers their presence and what account will be taken of them in order to avoid their harm. We note that paragraphs 16.5.1.27 to 16.5.1.31 of chapter 16 discuss the presence of badgers and that the territory of one clan of badgers could not be established. If that is the case, will there be a requirement on the Promoter to conduct another assessment before works begin, to ensure the proper protection of badgers within the Order Limits?
- 9.3 Paragraphs 16.6.1.13 to 16.6.1.15 of Chapter 16 of the Environmental Statement (document number 6.1.16) state that the direct impacts of construction of the Converter Station will lead to the permanent loss of 410 m of species-rich hedgerow within Section 1 (the converter station area). These paragraphs also state that this would will lead to the temporary loss and fragmentation of habitats. It is claimed that embedded mitigation in the form of landscape planting will offset ecological effects associated with the loss of hedgerows (shown in Indicative Landscape Mitigation Plans for Option B(i) (drawing numbers EN020022-ES-15.48 and EN020022-ES-15.48, document number 6.2.15.48)) and that landscaping will lead to a net increase in the overall area of habitat in the long term. However, those paragraphs also state "*there will be a period following the completion of construction and landscaping where planting*

*will be immature and will need time to grow-in. During this time habitat would be of a lower quality to that lost, an adverse impact of low magnitude, minor effects that are not significant."*

- 9.4 The issue with this conclusion is that there is no reference to how long a period it would take for the new planting to grow in order to provide an increase in the overall long term area of habitat. No explanation or assessment is provided. To that end, it is difficult to accept that there will be a low magnitude of impact on species affected by hedgerow removal. We therefore request the Promoter explains how it has factored in the amount of time it would take to restore the loss of important species.

## **10 GENERAL POINTS**

- 10.1 Requirement 4 of Schedule 2 of the draft DCO (document number 3.1) relates to the options proposed for the location of the Converter Station. It requires the Promoter to confirm which option it will select prior to the commencement of any works within Work No.2. The drafting of Requirement 4 however needs to be amended as it is unclear **to who** the Promoter needs to provide its confirmation to, and whether the confirmation needs to be in writing. We request that the wording of Requirement 4 be amended in this regard.

- 10.2 We are instructed that there is an old brick well located on the Clients' Land and a possible water pipe located on our Clients' Land. The registered title for our Clients' Land (please see copies of their title at Schedules 1 and 2 of these Written Representations) states that our Clients have the right to passage of running water through a water pipe laid under the adjoining land edged blue on a plan. The copy of the conveyance was not however filed at the Land Registry so we are not able to supply a copy of that plan which shows the exact location of the water pipe. We would however have expected the Promoter to have carried out its own investigations into this as part of its land referencing exercise and utilities searches. We therefore request that the Promoter explain how it has factored the well and water pipe into its assessments and confirm whether or not the water pipe is an asset that is privately owned, or owned by a statutory undertaker and therefore benefits from the protective provisions for water undertakers in Part 1 of Schedule 13 to the draft DCO. Should the Promoter confirm that the water pipe is a privately owned asset we reserve our Clients' position to submit further representations in relation to this and the possible impacts of the proposals on their water supply.

- 10.3 Similarly, we are instructed that there is an underground electricity cable that runs from our Clients' Land to the adjoining property of Mill View Farm to the south which provides the electricity supply to that property. We attach at **Schedule 5** to the Written Representations a plan showing the approximate location of what our Clients' believe is the route of this electricity cable. We therefore request that the Promoter explain how it has factored this electricity cable into its assessments and confirm whether or not the electricity cable is an asset that is owned by a statutory undertaker and therefore benefits from the protective provisions for electricity undertakers in Part 1 of Schedule 13 to the draft DCO. Should the Promoter confirm that the electricity cable is a privately owned asset we reserve our Clients' position to submit further representations in relation to this subject.

- 10.4 Whilst the subject of decommissioning is addressed in multiple chapters in the Environmental Statement, the draft DCO does not contain any provisions, requirements or controls over how the impacts of decommissioning will be controlled so that any harm is avoided or mitigated.

This is a material omission by the Promoter. Paragraph 3.6.5.16 of Chapter 3 of the Environmental Statement (document number 6.1.3) states that the Promoter is applying for consent for the proposed scheme for an indefinite period and states that: "*If the Proposed Development and associated equipment is deemed to have reached the end of its design life, then the equipment may be decommissioned in an appropriate manner, and all materials reused and recycled where possible.*" Firstly, would the Secretary of State accept that the design life of the proposed scheme could last forever? That appears to be the Promoter's starting point, and that the expiry of the design life and a need to decommission are only a "*maybe*". No explanation or evidence is provided as to why that is the case, as consent is apparently being sought on the basis that the physical structure of this scheme will last forever, requiring no further analysis of the need to decommission as part of the application documents. This approach would set a dangerous precedent if accepted.

- 10.5 As to what the "*appropriate manner*" of decommissioning may be, there is again no further detail. There is not enough information in the Environmental Statement to demonstrate that the Promoter has properly assessed the possible impacts of decommissioning. We therefore request that at the very least, a suitable Requirement is inserted into the draft DCO requiring the Promoter to submit to the local planning authority for approval a full decommissioning strategy before it commences any decommissioning, setting out a decommissioning programme, a full assessment of its impacts, and a plan for the mitigation of those impacts.

## **11 SUMMARY AND CONCLUSIONS**

- 11.1 We have set out above a large number of shortcomings in the Promoter's application for the development consent order.
- 11.2 We have also set out above the large number of significant adverse impacts that the proposed scheme will have on our Clients.
- 11.3 We respectfully request that the Examining Authority take into account the various requests for additional information, explanations, and amendments to be provided or made by the Promoter.

**Blake Morgan LLP**

**6 October 2020**

**SCHEDULE 1 – OFFICIAL COPY OF REGISTER OF TITLE FOR TITLE NUMBER  
HP602301**



The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



# Official copy of register of title

Title number HP602301

Edition date 02.07.2001

- This official copy shows the entries on the register of title on 16 JUL 2020 at 08:57:05.
- This date must be quoted as the "search from date" in any official search application based on this copy.
- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 16 Jul 2020.
- Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.
- This title is dealt with by HM Land Registry, Weymouth Office.

## A: Property Register

This register describes the land and estate comprised in the title.

HAMPSHIRE : WINCHESTER

- 1 (22.12.1988) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being Land lying to the south west of Hillcrest, Old Mill, Lane, Denmead, Hampshire, (PO8 0SN).
- 2 A Conveyance of the land in this title and other land dated 29 September 1988 made between (1) Kenneth Roy Clay and (2) Goldail Limited (Purchaser) is expressed to grant the following rights:-  
  
"TOGETHER ALSO WITH a right for the Purchaser and its successors in title to the full and free passage and running of water through the water pipe laid under the adjoining land edged blue on the said plan and a right of access for the Purchaser and its successors in title and their tenants servants workmen and others authorised by them at all reasonable times in the day (except in emergency) and upon giving reasonable notice to the owner of the said adjoining land with all necessary workmen tools appliances and materials and with or without mechanically propelled vehicles over and along the said adjoining property for the purpose of inspecting renewing and maintaining the said water pipe doing as little damage as possible and making good all damage caused thereby".

NOTE: The land edged blue referred to adjoins the most northerly eastern boundary of the land in this title and the most easterly northwestern boundary of the land in this title.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal. **Title absolute**

- 1 (02.07.2001) PROPRIETOR: MICHAEL EDWIN JEFFERIES and SANDRA HELEN JEFFERIES of Hillcrest, Old Mill Lane, Denmead, Hampshire, PO8 0SN.
- 2 (02.07.2001) The price stated to have been paid on 19 June 2001 was £25,000.

Title number HP602301

## B: Proprietorship Register continued

3 (02.07.2001) Transfer of the land in this title dated 19 June 2001 made between (1) Henry Keet (Transferor) and (2) Michael Edwin Jefferies and Sandra Helen Jefferies (Transferee) contains Vendor's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.

## Schedule of personal covenants

1 The following are details of the personal covenants contained in the Transfer dated 19 June 2001 referred to in the Proprietorship Register:-

"The Transferor covenants with the Transferee that he will within a reasonable period after the date of this Transfer construct on the boundary of the Property that divides the Property from the remainder of the land in this Title a good and sufficient stock proof fence or hedge and the Transferor and the Transferee agree that the fence or hedge should thereafter be maintained at the joint expense of themselves and their respective successors in title."

NOTE:- The remainder of the land in this title referred to is the land in HP371473.

## C: Charges Register

This register contains any charges and other matters that affect the land.

1 The land is subject to the rights granted by a Deed dated 5 January 1965 made between (1) William Clay and (2) Central Electricity Generating Board.

*NOTE: Copy in Certificate. Copy filed under HP371473,*

2 (23.02.1995) The parts of the land affected thereby are subject for a period of 15 years from 1 February 1995 to the rights granted by a Deed dated 1 February 1995 made between (1) Henry Keet (Grantor) and (2) Energis Communications Limited (Grantee).

The said Deed also contains covenants by the Grantor.

*NOTE: Copy in Certificate. Copy filed under HP371473.*

End of register



**SCHEDULE 2 – TITLE PLAN FOR TITLE NUMBER HP602301**

**These are the notes referred to on the following official copy**

The electronic official copy of the title plan follows this message.

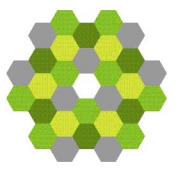
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

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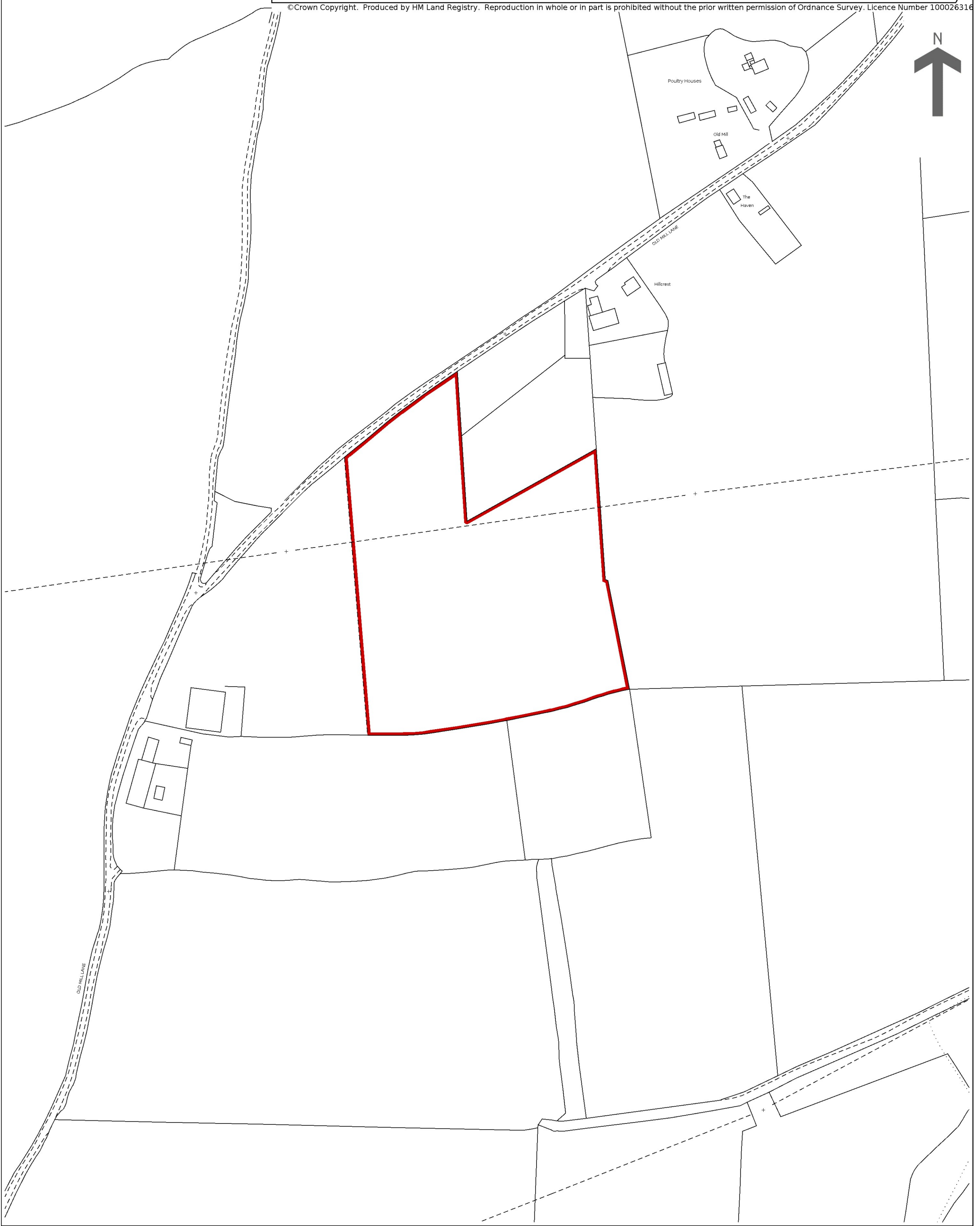
This official copy is issued on 16 July 2020 shows the state of this title plan on 16 July 2020 at 08:57:05. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Weymouth Office .

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Official copy of  
title plan

Title number **HP602301**  
Ordnance Survey map reference **SU6613NE**  
Scale **1:2500**  
Administrative area **Hampshire : Winchester**

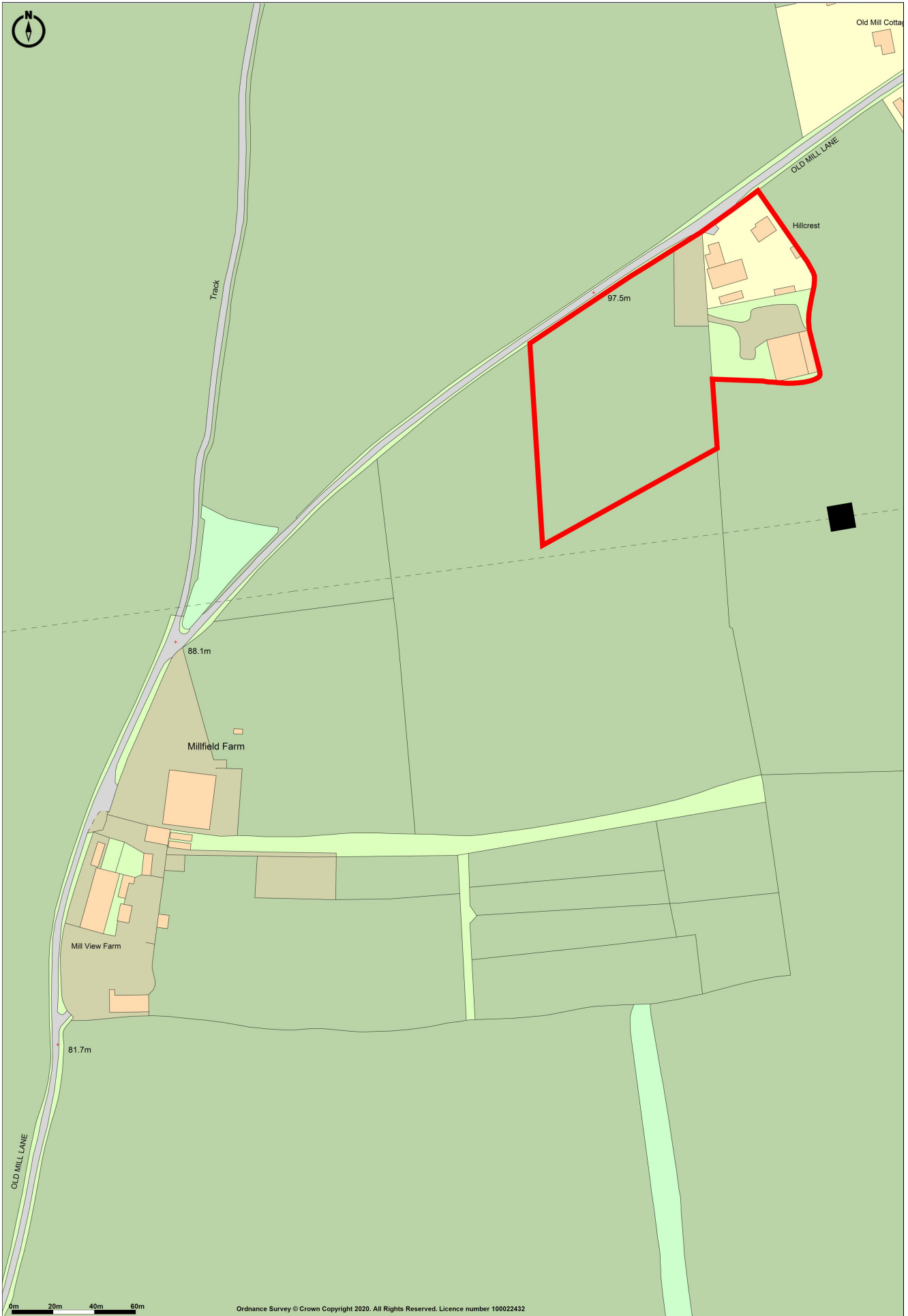


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**SCHEDULE 3 – PLAN SHOWING THE EXTENT OF THE UNREGISTERED PART OF OUR  
CLIENTS' LAND**





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**SCHEDULE 4 – AERIAL IMAGES OF OUR CLIENTS' LAND**



House

Garage/Office

Indoor Swimming Pool

Domestic Outbuildings/Averys

Mobile Home

Commercial Workshop

Commercial Parking of cars

4.23 ha

Moto-cross track



House

Garage/Offices

Indoor Swimming pool

Domestic Outbuildings//Averys

Mobile Home

Commerical Workshop

Commercial Parking of cars

**SCHEDULE 5 – PLAN SHOWING THE APPROXIMATE LOCATION OF THE  
ELECTRICITY CABLE RUNNING ACROSS OUR CLIENTS' LAND**

