

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. Robin Jefferies

Registration Identification Number: 20025045

Submitted in relation to Deadline 1 of the Examination Timetable



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1 INTRODUCTION

- 1.1 We act for Mr Robin Jefferies who owns the freehold interest in Mill View Farm (our "**Client**").
- 1.2 Mill View Farm falls within the 'Converter Station Area' of the proposals.
- 1.3 We submitted Relevant Representations (document number reference RR-067) on behalf of our Client on 17 February 2020.
- 1.4 Our Client has serious concerns over the impacts of the proposed scheme on his freehold interests and his livelihood. We are therefore instructed to make these Written Representations on his behalf.

2 TITLE

- 2.1 Our Client owns the freehold interest in Mill View Farm, Old Mill Lane, Denmead PO8 0SN (our "**Client's Land**"). Our Client's Land covers a total area of 32,180 square metres (7.9516 acres).
- 2.2 The freehold interest in our Client's Land is registered at HM Land Registry under title number HP552447 and described in the title as land lying on the east side of Old Mill Lane, Denmead (a copy of the Official copy of Register of Title is at **Schedule 1** of these Written Representations).
- 2.3 The extent of this 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 Client's freehold interest was registered at HM Land Registry on 2 March 1999.
- 2.5 The freehold interest is covered by plots 1-26, 1-29 and 1-30.

3 DESCRIPTION OF OUR CLIENT'S LAND AND ITS USES

- 3.1 Copies of aerial images of our Client's Land are attached at **Schedule 3** to these Written Representations. These images indicate current structures and uses of our Client's Land. Access to our Client's Land is gained from the highway in Old Mill Lane from two points: one in the southwest corner of our Client's Land (within the Order Limits of plot 1-30) and one in the northwest corner. The access from the northwest corner serves the stabling business that operates on our Client's Land (discussed in more detail below).
- 3.2 Our Client's Land covers a total area of 32,180 square metres (7.9516 acres) and is mostly used for commercial purposes (part is let for a scaffolder's yard and part is to a stabling and livery yard business) with some residential occupation in two mobile homes situated on our Client's Land. Our Client's Land is bounded on all four sides by hedgerows, including Hedgerows HR06, HR08 and HR09 (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 species-rich hedgerows with trees and also satisfy the criteria of "*Important Hedgerows*" under Regulation 4 of the Hedgerows Regulations 1997. These hedgerows fall within the Order Limits (plot numbers 1-26, 1-29 and 1-30)

Our Client's Land falling outside the Order Limits

- 3.3 We describe which parts of our Client's 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 Client's Land which fall outside of the Order Limits consist of (please see the image at Part 2 of **Schedule 3** to these Written Representations)
- 3.4.1 Mill View Farm yard which comprises an agricultural building used for the housing of one horse together with the storage of straw, hay and agricultural machinery;
- 3.4.2 Two mobile homes (located to the north of the agricultural building) that are let out for use as residential occupation by tenants on informal tenancies;
- 3.4.3 A third unoccupied derelict mobile home (situated on the east side of the agricultural building);
- 3.4.4 A scaffolder's yard and an open area for the storage of vehicles situated to the south of the agricultural building;
- 3.4.5 Three horse livery stable blocks that connected with the horse livery business that operates from our Client's Land. The stable blocks house a total of 12 stables together with a stable yard and associated hard surface parking which covers an area of 4,149 square meters (1.0252 acres);
- 3.4.6 Part of a field to the east of the Mill View Farm yard covering an area of 18,536 square metres consisting of paddocks, grazing land and an outdoor riding arena (the remainder of that field is within the Order Limits (please see paragraph 3.5.2 below); and
- 3.4.7 Part of a private track that connects the rear of the stables to the paddocks and the riding arena (the remaining part of this track falls within the Order Limits (please see paragraph 3.5.3 below).

Our Client's Land falling within the Order Limits

- 3.5 As noted above, parts of our Client's Land fall within the Order Limits (within plots plot numbers 1-26, 1-29 and 1-30). The following is a description of what is on this part of our Client's Land (please see the image that is Part 1 of **Schedule 3** to these Written Representations:
- 3.5.1 Three hedgerows, HR06, HR08 and HR09 (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)). HR06 falls within plot numbers 1-26 and 1-29, HR08 falls within plot number 1-29, and HR09 falls within plot numbers 1-29 and 1-30. Plot 1-26 and plot 1-30 are subject to permanent landscaping rights. The freehold interest in plot 1-29 is subject to permanent compulsory acquisition powers;

- 3.5.2 Part of the field to the east of the Mill View Farm yard covering 9,495 square metre (the freehold of which is proposed to be compulsorily acquired) falling within plot 1-29. This part of the field is used;
- 3.5.3 Part of a track (which connects the rear of the stables to the paddocks and the riding school ground) is covered by plots 1-26 and 1-29. Therefore that part of the track within plot 1-26 is subject to new landscaping rights, and the part of the track within plot 1-29 is subject to compulsory acquisition of the freehold interest;
- 3.5.4 Wildlife and plant species including mature oak trees (some aged over 100 years old), owls, buzzards, sparrow hawks, kestrels, red kites, badgers, peregrine falcons, badgers, fallow deer and foxes which inhabit the hedgerows; and
- 3.5.5 An electricity cable falling within plot number 1-26. The cable's approximate location is shown on a plan attached at **Schedule 5** to these Written Representations.
- 3.6 The stables and the entire field (including a riding arena and the track on the northern edge of the field leading from the stables to the paddocks) within our Client's Land are leased to an Ms Gwendolyn Windybanks, who pays a rent of £800 per month on a monthly rolling tenancy arena (which is on the field). Ms Windybanks in turn has entered into stabling and grazing sub-agreements to about half a dozen other livery users for the use of the stables and the field. The entirety of the field (including the track) that Ms Windybanks leases covers an area of 28,031 square metres (6.293 acres). The part of that field falling within the Order Limits covers 9,495 square metres. Ms Windybanks has not been identified in the Book of Reference (Document Ref 4.3) as an affected person.

4 WORKS TO BE CARRIED OUT ON OUR CLIENT'S LAND

- 4.1 Our Client's 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 three plots on our Client's Land (plots 1-26, 1-29 and 1-30) in connection with works to construct the Converter Station (Works No. 2).

5 COMPULSORY ACQUISITION POWERS AFFECTING OUR CLIENT'S 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 Client's Land over an area measuring 9,495 square metres (within plot number 1-29) 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 plot 1-29 is currently occupied by part of a horse livery business that is run by our Client's tenant (Ms Windybanks) and hedgerows.

5.2.1 Additional areas of our Client's Land measuring 3,138 square metres (falling within plot numbers 1-26 and 1-30) 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 such as oaks interspersed within the hedgerow and growing up to an approximate height of 25 metres.

5.2.2 The proposed compulsory acquisition powers of permanent compulsory acquisition and new permanent landscaping rights will affect a total area of 12,633 square metres of our Client's Land.

5.2.3 These powers will significantly interfere with our Client's activities on his land.

5.3 Permanent Acquisition of Freehold Interest in the Land

5.3.1 As noted above, save for the hedgerows which bound our Client's Land on three sides (to the north, east and west), the entirety of plot 1-29 is currently occupied by our Client's tenant, Ms Windybanks who operates a horse livery business and who uses the land within plot 1-29 for paddocks and grazing. Plot 1-29 encompasses 9,495 square metres out of the total 28,031 square metre area of land that she uses for paddocks and grazing (and includes the riding arena) by her business (constituting 34% of the land she currently uses for paddocks and grazing).

- 5.3.2 If the freehold interest in plot 1-29 were to be compulsorily acquired, this will lead to a loss of over a third of the area used by Ms. Windybanks for paddocks and grazing. This will have a significant effect on her business because there will be a significant reduction in the land available to her on which to graze and exercise the horses.
- 5.3.3 Many of the horses in the stabling are currently put out to feed in the paddocks in both summer and winter, meaning that our Client's Land can currently accommodate a greater density of horses. The reduction in paddock and grazing space for horses as a result of the permanent compulsory acquisition powers will affect her ability to enter into stabling and grazing agreements with as many livery users. The density of horse stock on the land is already such that the numbers cannot be concentrated into a smaller area of land. This is likely to affect the viability of the livery business and may have an impact on the amount of rent that our Client can charge the business for the use of his land or it may force her to relocate the business from our Client's Land thus denying our Client with a source of valuable income. The field will essentially become sterile as it would be too small to rent out for any other form of agricultural use. Any residential development potential would also be negated due to the close proximity of the Converter Station and the direct views that any such properties would have over it.
- 5.3.1 The Promoter concedes that there would be a high magnitude impact on our Client's Land. Chapter 17 of the Environmental Statement on Soils and Agricultural Land Use (document number 6.1.17) states at paragraph 17.3.6.1 that a likely significant effect of the construction of the Converter Station is that the loss of farmable area would in turn affect the viability of affected farming businesses. Paragraph 17.5.1.9 recognises that Mill View Farm is rented out for grazing horses. The predicted impact on Mill View Farm from the permanent acquisition of rights is contained in paragraph 17.6.2.12 and assesses that that there would be a high magnitude of impact on a low sensitivity holding giving rise to a moderate adverse temporary and permanent effect, which is considered significant for the farm. Given that the rights to be compulsorily acquired are all permanent and do not include temporary acquisition of rights as wrongly stated in paragraph 17.6.2.12), it is clear that such adverse high magnitude impact will be permanent.
- 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 1-29 need to be compulsorily acquired because that is where the Converter Station will be located. This 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 Sheet 1 (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 Client's Land in plot 1-29.

- 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 Client's s Land in plot 1-29 (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 Client's s Land in plot 1-29 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 1-29 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 metre 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 1-29 that is not to be used for the Converter Station a portion of it will remain as "*existing pasture*" (shown coloured lime green) adjoining the proposed native mixed woodland planting. Whilst this area falls within the Order Limits it is clearly not required for the construction of the Converter Station, nor does it offer any form of screening mitigation and the Promoter has failed to explain why the freehold interest to this area of Plot 1-29 needs to be permanently compulsorily acquired for the development or why it is required to facilitate or is 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 Client is 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 HR06, HR08 or HR09 (including where the three intersect) which are on our Client's Land within plot 1-29. It has therefore not been demonstrated what additional mitigation measures are intended to take place on the remaining part of plot 1-29 to justify its compulsory acquisition of the freehold interest, nor why alternative measures (such as landscaping rights, notwithstanding the submissions below in relation to plots 1-26 and 1-30) 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 Client's concerns.

- 5.3.8 The Promoter will not need to own the freehold to the land within plot 1-29 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.
- 5.3.9 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 1-29. Tables 1.2 to 1.5 in section 1.6 show that the proposed landscaping management activities need only be carried 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 Client's Land that will only be landscaped as all they would actually need are new landscaping rights over that area of our Client's Land. The Promoter does not necessarily need to own the freehold interest to our Client's Land when the new landscaping rights will allow it to enter our Client's 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 1-29 are disproportionate to what is actually needed and thus fails the relevant test to justify granting the Promoter such extensive powers.
- 5.3.10 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.

- 5.3.11 Firstly, these management responsibilities are unrealistic, impractical, offer no compensation to our Client, and impose obligations on our Client that have never been discussed with him before. It is short-sighted of the Promoter to expect a lay person to fully understand, execute, enforce, and pay for detailed technical requirements. He 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 Client's Land that is proposed to be landscaped within plot 1-29.
- 5.3.12 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)
- 5.3.13 In light of this we would again question the need to compulsorily acquire our Client's freehold interest in the entirety of plot 1-29 if these powers of temporary possession are also available. This level of uncertainty in the draft DCO makes it impossible for our Client to know whether or not he will be losing income from his tenant (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.
- 5.3.14 The Promoter has therefore failed to demonstrate that all of the land in plot 1-29 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 Client's freehold interest in plot 1-29.
- 5.3.15 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.
- 5.3.1 Our Client therefore requests that the Book of Reference (document number 4.3) and the relevant Land Plans (document number 2.2) be amended so that:
- (a) Ms Windybanks' interest is added;
 - (b) The extent of the freehold interest in the land to be compulsorily acquired in plot 1-29 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 Client's 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 1-29 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, 3,138 square metres of our Client's Land (falling within plot numbers 1-26 and 1-30) 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 Client's Land over which these permanent landscaping rights are proposed to apply already consist of established hedgerows which, as noted above, also includes 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 HR06 in respect of plot 1-26; and
- (b) Hedgerow HR09 in respect of plot 1-30.

5.4.5 The hedgerows on our Client's Land that are affected by these new permanent landscaping rights are approximately three to four metres deep with mature oak 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.

5.4.6 The Promoter has failed to provide any justification for the need for permanent landscaping rights over the full lengths of the hedgerows in plot 1-26 (in respect of Hedgerow HR06) and plot 1-30 (Hedgerow HR09). Such hedgerows run perpendicular to the Converter Station and no explanation has been given by the Application as to the screening value that the full lengths of these hedgerows would provide compared to the relatively narrow screening that is proposed to be planted along the western boundary of the Converter Station. Our Client submits that there is no compelling reason to acquire landscaping rights over the full length of these two hedgerows and such rights should only be limited to certain short sections at the eastern end which is commensurate with the width of the proposed planting that is to be planted along the western edge of the Converter Station and a small section at the western end that would be commensurate with the width of the hedgerow that is found in the adjoining plot 1-41 that runs along the length of Old Mill Lane.

5.4.7 Furthermore, the Indicative Landscape Mitigation Plan for Option B(i) (north) (drawing number EN020022-ES-15.48, drawing number 6.2.15.48) indicates that save for a small section of the hedgerow at the western end of plot 1-30, the proposed management of these existing hedgerows consists of: "*Restrict removal of hedgerows and maintain at existing height. Gap up with new hedgerow planting where necessary*". In relation to the small section at the western end of plot 1-30 the proposed management is the same save for the addition of "*Introduce new hedgerow trees where possible*" (though it is noted that 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) seems to include this western section as part of "*Management Area A*" and no distinction is made on that plan about how it is to be managed differently).

5.4.8 The proposed list rights contained in Appendix A of the Statement of Reasons (document number 4.1) that form part of the permanent landscaping rights (as noted above) far exceed any such rights that are needed for the anticipated management of these two hedgerows. 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.

5.4.9 The Promoter has therefore failed to demonstrate that all of the land in plots 1-26 and 1-30 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 Client's 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.

- 5.4.10 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 Client's 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."

- 5.4.11 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."

- 5.4.12 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 Client's Land.

- 5.4.13 The Promoter has failed to provide any explanation to justify the extent of the land in plot 1-29 that is sought to be compulsorily acquired on a permanent basis.

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 Client's interests;
- 6.4.2 Less intrusive measures are available. The Promoter does not have to permanently compulsorily acquire all of our Client's freehold interests in plot 1-29 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 Client's 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 therefore 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 Client's interests significantly outweighs any public benefit.

6.6 Accordingly, the proposed interference with our Client's 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 Client. 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 Client. Despite numerous attempts by our Client's 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 The heads of terms were received by email from Avison Young on 19 November 2019.

7.3.3 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.

7.3.4 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.

7.3.5 Mr Brice chased for the requested breakdown on 29 May 2020.

7.3.6 We (Blake Morgan LLP) requested a draft agreement for our Client 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 Client.

8 LOSS OF AMENITY

8.1 Construction – Noise

8.1.1 The two mobile homes situated on our Client's Land that are residentially occupied by our Client's tenants are situated within 300 metres to the west of the proposed Converter Station. The Promoter has failed to identify them as a key environmental receptor. However, they are situated very close to Millfield Farm which has been identified as a key environmental receptor (Receptor R3) 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). We submit that the effect on the two mobile homes should also be considered as part of Receptor R3.

- 8.1.2 We also note from Chapter 24 of the Environmental Statement (paragraph 24.4.1.2) that Millfield Farm was part of 'Measurement Position 2' of the Promoter's baseline noise survey. As noted above, Hillcrest is also referred to as 'R3' 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 R3 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.
- 8.1.3 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."*
- 8.1.4 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 the health and wellbeing of our Client's tenants. 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 Client's tenants given their circumstances and location.
- 8.1.5 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 Client's tenants. The construction works will cause noise, vibrations and dust all of which will affect our Client's tenant's peaceful enjoyment of their homes.
- 8.1.6 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 Client's concern is that there is no guarantee from the

Promoter that action will be taken and this could therefore expose our Client's tenants to a continuing source of what would be to them, unacceptable noise levels.

- 8.1.7 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.
- 8.1.8 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.
- 8.1.9 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 Client's tenants.

8.2 Construction - Dust

- 8.2.1 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 (document 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 Client's Land is located, there is a **high risk** of dust.
- 8.2.2 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 risk level is correct, and why.
- 8.2.3 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.
- 8.2.4 This raises additional concerns for our Client given his tenant's horse livery business on the remaining land which would be exposed to a high risk of dust for three years.

Such impacts (especially relating to agricultural and farming uses) do not appear to have been expressly assessed.

8.2.5 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 Outline Construction Environmental Management Plan (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.

8.2.6 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.

8.3 Operation - Noise

8.3.1 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 Client's tenants who will be living in very close proximity to the Converter Station in mobile homes. For these reasons the Promoter's assessment on impacts on human health are not accurate in this regard.

9 CLIENT'S 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 Client's freehold interest: HR06, HR08 and HR09.
- 9.2 Our Client has observed a number of species of wildlife on his 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 this 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 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.

- 10.3 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.
- 10.4 An existing underground water pipe which serves our Client's Land runs from adjoining land located to the south and under a section of the hedgerow in plot 1-30. This water pipe is the only one that serves our Client's Land. The registered title for our Client's Land (please see copies of his title at Schedules 1 and 2 of these Written Representations) states that our Client has the benefit of a right to lay, repair and maintain a water for the supply of water to our Client's Land pursuant to a Deed of Grant dated 18 February 1999 pipe (the approximate position of the water pipe is shown coloured red on the plan). A copy of the Deed of Grant and plan are attached at **Schedule 4** to these Written Representations. We therefore request that the Promoter explain how it has factored this 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 Client's position to submit further representations in relation to this and the possible impacts of the proposals on their water supply.
- 10.5 Similarly, we are instructed that there is an underground electricity cable that serves our Client's Land from the adjoining property of Hillcrest to the north which runs underneath a section of the hedgerow in plot 1-26. We attach at **Schedule 5** to these Written Representations a plan showing the approximate location of what our Client believes is the route of this electricity cable. This electricity cable is the only one that provides the electricity supply to our Client's Land. 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 Client's position to submit further representations in relation to this subject.

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 Client.
- 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
HP552447**

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 HP552447

Edition date 02.03.1999

- This official copy shows the entries on the register of title on 16 JUL 2020 at 09:15:58.
- 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 (08.05.1998) The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being land lying on the east side of Old Mill Lane, Denmead.
- 2 (02.03.1999) The land has the benefit of the rights granted by a Deed of Grant dated 18 February 1999 made between (1) The Warden and Fellows of Winchester College of Winchester and (2) Arthur Stephen Porter.

NOTE: Copy in Certificate.

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 [REDACTED] ROBIN JEFFERIES of [REDACTED]

End of register

SCHEDULE 2 – TITLE PLAN FOR TITLE NUMBER HP552447

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.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

This official copy is issued on 16 July 2020 shows the state of this title plan on 16 July 2020 at 09:15:58. 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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H.M.LAND REGISTRY

TITLE NUMBER
HP552447



ADMINISTRATIVE AREA
HAMPSHIRE:WINCHESTER

ORDNANCE SURVEY MAP REFERENCE
SU6613SE:SU6713SW:SU6613NE:SU6713NW

SCALE
1:2500



SCHEDULE 3 – AERIAL IMAGES OF OUR CLIENT'S LAND

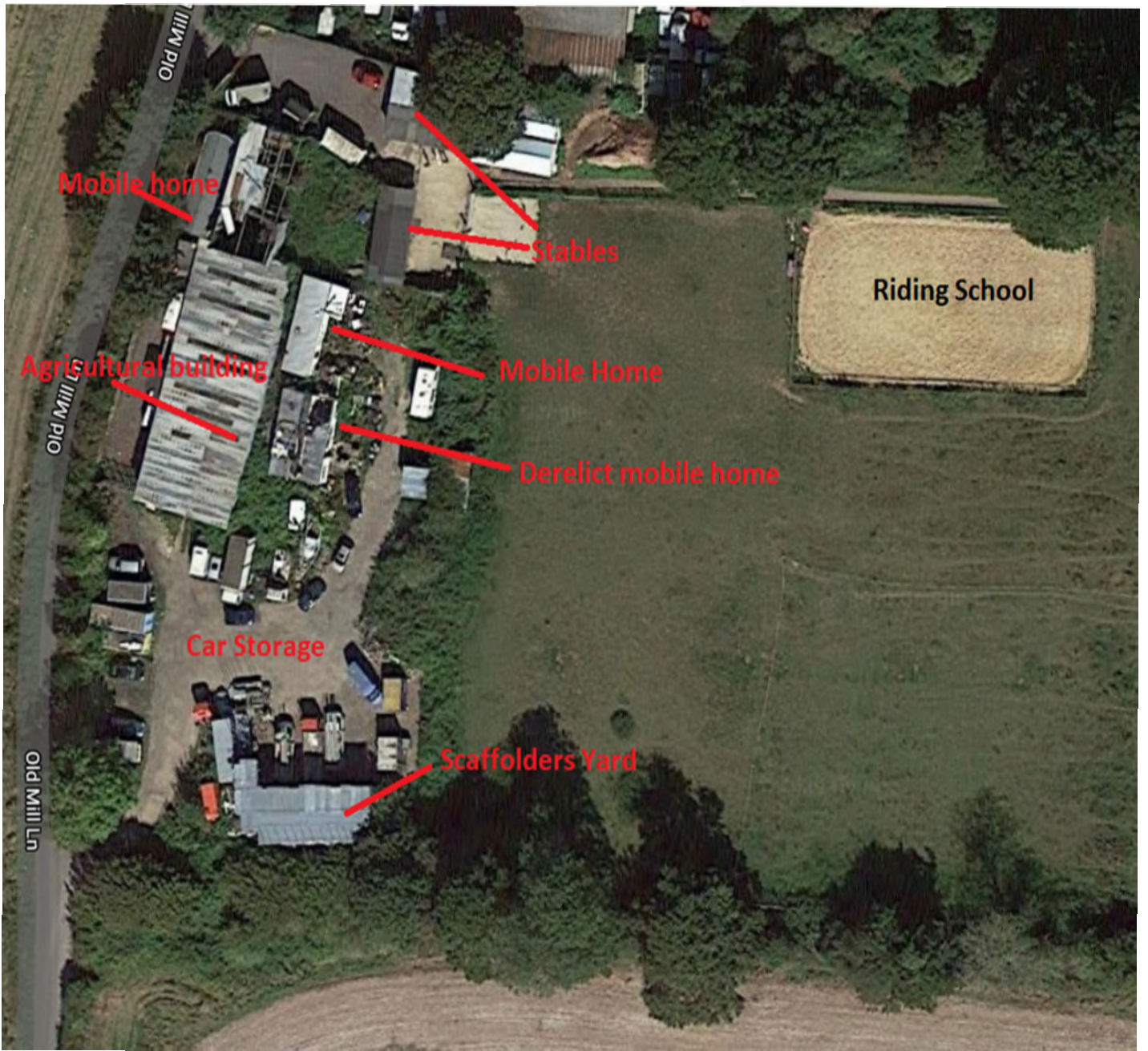
Part 1



SCHEDULE 3 – AERIAL IMAGES OF OUR CLIENT'S LAND

Part 2

Part 2 - The Yard



SCHEDULE 4 – DEED OF GRANT DATED 18 February 1999

These are the notes referred to on the following official copy

Title Number HP552447

The electronic official copy of the document follows this message.

This copy may not be the same size as the original.

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

DEED OF GRANT
WATER PIPE and RIGHT OF WAY



H M LAND REGISTRY
LAND REGISTRATION ACTS 1925 to 1986

County and district HAMPSHIRE
Title Number HP 516075
Property Land at Denmead Farm, Denmead,
 Hampshire

Date 18th February 1999.

1. In this deed
 - 1.1 'the Owner's Land' means the land for identification purposes edged blue on the Plan;
 - 1.2 'the Owner' means The Warden and Fellows of Winchester College of Winchester the registered proprietor of the Owner's Land;
 - 1.3 'the Right' means the right set out in schedule 1 below;
 - 1.4 'the Grantee's Land' means the land described in schedule 2 below ('the Grantee's Land');
 - 1.5 'the Grantee' means Arthur Stephen Porter of 24 Driftwood Gardens, The Esplanade, Southsea, Portsmouth, Hampshire the owner of the Grantee's Land;
 - 1.6 'the Plan' means the plan annexed to this deed
 - 1.7 "the Pipe" means the water pipe referred to in Schedule 1 below

2. In consideration of £687.50 (SIX HUNDRED AND EIGHTY SEVEN

POUNDS AND FIFTY PENCE) (the receipt of which is acknowledged) the Owner GRANTS the Right to the Grantee with limited title guarantee in respect of the Grantee's Land TO HOLD the Right to the Grantee in fee simple

3. The Grantee so as to bind the Grantee's Land into whosoever hands it may come for the benefit of the Owner's interest in the Owner's Land COVENANTS with the Owner for himself and his successors in title to observe and perform at all times after the date of this deed in relation to the Pipe the following stipulations and restrictions:

(a) Not to use the Pipe for any purpose other than the supply of water to the Grantee's Land only

(b) Not to cause unnecessary damage to the Owner's Land and to compensate the Owner or the Owner's tenants or occupiers of the Owner's Land in respect of any damage or loss suffered by the Owner or the Owner's tenants or occupier as a result of the Grantee's use of the Pipe

(c) Not to part with or transfer the Grantee's Land to another party person or individual without obtaining from the transferee a covenant in favour of the Owner in similar terms to the covenants stipulations and restrictions herein contained in clauses 3 and 4 hereof

4. The Grantee covenants with the Owner to keep the Owner indemnified from and against any act loss damage or liability suffered by the Owner in the exercise of the Right

5. All rights not specifically and expressly included in the Right are reserved to the Owner
6. It is agreed and declared that the Right is to be exercisable only if it or its subject matter comes into existence within a period of 80 years from the date of this deed which period is to be the perpetuity period applicable to this deed
7. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or of a series of transaction in respect of which the amount or value or the aggregate amount or value of the consideration exceeds Sixty Thousand Pounds

IN WITNESS whereof the Owner has caused its Common Seal to be hereunto affixed and the Grantee has executed this Deed as a Deed the day and year first before written

SCHEDULE 1

THE RIGHTS

Right to lay use and repair a private water pipe

- (a) Full right and liberty for the Grantee and his successors in title, the owners and occupiers for the time being of the Grantee's Land, to lay, repair and maintain a water pipe the approximate position of which is shown coloured red on the Plan
- (b) Full right and liberty for the Grantee and his successors

in title the owners and occupiers for the time being of the Grantees Land to pass and repass at all times and for all purposes connected with the use and enjoyment of the Grantees Land and every part thereof with or without vehicles over and along the area coloured green on the said plan but only in so far as the Owner is able to grant such right

SCHEDULE 2

THE GRANTEE'S LAND

ALL THAT piece or parcel of land for identification purposes edged in yellow on the Plan and which land is known as part of Denmead Farm, Denmead, Hampshire and is registered at H M Land Registry with Title Absolute

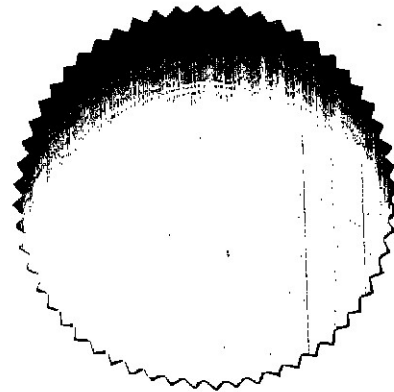
The Common Seal of **THE WARDEN
AND FELLOWS OF WINCHESTER COLLEGE**
was hereunto affixed in the
presence of:

[Redacted Signature]

Warden

[Redacted Signature]

/ Bursar



SIGNED as a Deed by the said
ARTHUR STEPHEN PORTER in the
presence of:-

[Redacted Signature]

[Redacted Signature]



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

