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Our ref: 00584927/000006

1 March 2021

Dear Sirs

Application by AQUIND Limited for an Order granting Development Consent for the AQUIND Interconnector Project (PINS reference: EN020022)

Mr. Geoffrey Carpenter and Mr Peter Carpenter (Registration Identification Number: 20025030)

Submitted in relation to Deadline 8 of the Examination Timetable

As you are aware, we act for Mr Geoffrey Carpenter and Mr Peter Carpenter ("our **Clients**"), who jointly own the freehold interest in land known as Little Denmead Farm, Broadway Lane, Denmead, Waterlooville, PO8 0SL.

We enclose our Clients' submissions in relation to Deadline 8 of the Examination. To draw out our main points:

1. The Application ought to be recommended for refusal by the ExA, and ought to be refused by the Secretary of State.

2. As we predicted as far back as Deadline 2 (on 20 October), this is a materially different scheme to what was originally applied for and certified under the Infrastructure Planning (Environmental Impact Assessment) Regulations 2017 on the 25th February 2020. Please see section 2 of **REP2-027** (copy appended to this letter) which set out our concerns as at October 2020. The Applicant has made a number of iterative changes to the scheme which is evidence in itself that the original form of the application would not have achieved development consent. Furthermore, the iterative changes made by the Applicant are unlawful as they have not complied with proper procedures. The Applicant needs to go back to the drawing board.

3. We have identified a large number of (significant) regulatory and procedural breaches that would render any recommendation to grant, or grant itself of the DCO, irrational, unreasonable, and unlawful.

4. The legal requirements for allowing CPO powers have not been met. The Applicant has not explored all reasonable alternatives and has in fact also misled the ExA about its efforts in relation to this.

5. The Applicant is an insolvent company. See our Note on the Financial Status of the Applicant' submitted at Deadline 8. The Secretary of State would be setting a dangerous precedent by granting a DCO to an insolvent company.

6. The Applicant has recently publicly stated to the Examination that it has no money to fund compulsory acquisition or the entire project. This is a 100% speculative project, including in respect of acquisition powers and appears to us to be unprecedented as an approach.

7. The Applicant cannot, based on evidence it has submitted during the Examination, demonstrate there is a reasonable prospect of funds becoming available.

8. The Applicant has also miscalculated the amount of CPO compensation payable and undervalued it.

9. The Applicant has failed to recognise that all parties affected can make blight claims at this time. The Applicant has not accounted for this **current** liability.

10. The Applicant is trying to include development in the field of commercial telecommunications within its development notwithstanding this is not a specified field under the Act. This is not allowed to form part of a Nationally Significant Infrastructure Project, in law and under guidance.

11. The Applicant, the ExA, and SoS have no evidence to show that the Applicant can secure the relevant consents from the Crown Estate and Ministry of Defence, or the required regulatory exemptions, either through the current ACER litigation or under the Trade and Cooperation Agreement. This is a major impediment to securing funding and to the delivery of the scheme. The ExA and Secretary of State would be acting irrationally were they to pre-judge the outcome of those separate statutory processes.

It is inconceivable, in light of the above, how there is ***any*** sound basis in law and under guidance for development consent to be granted for the Application.

We are also looking carefully at the possibility of maladministration of the Application and making a complaint to the relevant Ombudsman about the handling of the Examination by the ExA and the acceptance by PINS of an application that has been subject to so many changes and additions of scope and information that, by a thousand additions, it is now a very different project from that originally applied for. How could an insolvent company be allowed to promote a Nationally Significant Infrastructure Project? Why was this allowed to get to Examination? We will wait to see the result of the current statutory DCO process before concluding whether any maladministration has occurred. We enclose, in the meantime and as part of our Deadline 8 submissions, an application to the Secretary of State for our clients' costs and a direction request to safeguard such funds.

Yours faithfully.

[redacted]

Blake Morgan LLP

Cc. The Chief Executive of the Planning Inspectorate.

From:	Noviss Adrian
To:	Aquind Interconnector
Cc:	Kasseean Anita
Subject:	FW: AQUIND (EN020022) - DEADLINE 2 - Mr Geoffrey Carpenter & Mr Peter Carpenter (ID: 20025030) [BMG-LEGAL.FID44973420]
Date:	20 October 2020 21:16:28
Attachments:	Deadline 2- Letter to PINS - Carpenters - SUBMITTED BY BLAKE MORGAN ON 20 OCTOBER 2020 - FINAL.PDF

Dear Sirs

Application by AQUIND Limited for an Order granting Development Consent for the AQUIND Interconnector Project (PINS reference: EN020022)

Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030)

Submitted in relation to Deadline 2 of the Examination Timetable

We act for Mr Geoffrey Carpenter and Mr Peter Carpenter.

We refer to the above and attach our clients' comments in relation to Deadline 2 of the Examination Timetable.

Kind regards,

Adrian Noviss
Associate
For and on behalf of Blake Morgan LLP

Read the firm's COVID information page here: https://www.blakemorgan.co.uk/covid-19/
Find information on our Planning team here: https://www.blakemorgan.co.uk/service/planning-lawyers/
Read the team's latest Planning Blog here: https://www.blakemorgan.co.uk/planning-applications-during-covid-19-avoid-constitutional-pitfalls/

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If you are due to meet any member of the firm in person, please contact them so that they can make alternative arrangements, where appropriate. We hope that you understand the need for this precau ionary measure due to the developing COVID-19 situation and thank you for your assistance.

We are here to help and support you during this difficult time. If you have any ques ions, please do not hesitate to get in touch at any time or access our coronavirus guidance.

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Our ref: 00584927/000006

20 October 2020

Dear Sirs

Application by AQUIND Limited for an Order granting Development Consent for the AQUIND Interconnector Project (PINS reference: EN020022)

Mr. Geoffrey Carpenter and Mr. Peter Carpenter (Registration Identification Number: 20025030)

Submitted in relation to Deadline 2 of the Examination Timetable

As you are aware, we act for Mr Geoffrey Carpenter and Mr Peter Carpenter (our "**Clients**").

Our Clients jointly own the freehold interest in land known as Little Denmead Farm, Broadway Lane, Denmead, Waterlooville, PO8 0SL.

The area covered by plot numbers 1-32, 1-38, 1-51, 1-57, 1-69, 1-70, 1-71, and 1-72 falls within our Clients' freehold interest. Our Clients also benefit from a right of way over plot numbers 1-60, 1-63 and 1-65 (also covered by Footpath 4 and Footpath 16).

We refer to your letter dated 15 September 2020 issued in connection with Section 89 of The Planning Act 2008 and Rules 8, 9 & 13 of The Infrastructure Planning (Examination Procedure) ("**Rule 8 Letter**"), which contains the Examination timetable.

1. Requirements for Deadline 2 of the Examination timetable

1.1 The Examination timetable in the Rule 8 Letter requires (amongst other things) the following to be submitted at Deadline 2:

1.1.1 Comments on responses for Deadline 1; and

1.1.2 Comments on responses to ExQ1.

1.2 We write in relation to the above two requirements.

2. **Comments on "responses for Deadline 1"**

2.1 We note that "*Comments on responses to Deadline 1*" is a relatively wide requirement. We assume it covers all responses submitted in relation to Deadline 1.

2.2 As you are already aware, the Applicant has submitted a large number of revised application documents and plans (including a revised draft DCO) and that large parts of the Environmental Statement have also been revised. These revised drafts appear to have been submitted in addition to the documents required in relation to Deadline 1, though it is not entirely clear to us at present.

2.3 The Examination timetable states that the list of documents below was required in relation to Deadline 1, and we had envisaged that the documents in red below were the ones that would have been the most relevant to our Clients' to consider commenting on for Deadline 2:

- ***Responses to ExQ1;***
- *Local Impact Reports (LIR) from Local Authorities;*
- *Written Representations (WRs) including summaries of all WRs exceeding 1500 words;*
- ***Responses to Relevant Representations;***
- *Statements of Common Ground (SoCG) requested by the ExA;*
- *Statement of Commonality for SoCG;*
- ***The Compulsory Acquisition Schedule;***
- *Notification by Statutory Parties of their wish to be considered as an Interested Party (IP) by the ExA;*
- *Notification of wish to participate in Open Floor Hearings (OFH1 or OFH2) (see Annex B);*
- *Notification of wish to participate in Compulsory Acquisitions Hearings (CAH1 or CAH2) (see Annex B);*
- *Notification of wish to participate in the Issue Specific Hearing into the draft Development Consent Order (ISH1) (see Annex B);*
- *Submission by the Applicant, IPs and APs of suggested locations for the ExA to include in any Accompanied Site Inspection, including the reason for nomination and issues to be observed, information about whether the location can be accessed using public rights of way or what access arrangements would need to be made, and the likely time requirement for the visit to that location."*

2.4 We note the Examining Authority's ("**ExA's**") letter to the Applicant dated 15 October 2020 issued under Rule 17 of The Infrastructure (Examination Procedure) Rules 2010 ("**Rule 17 Letter**"). We note that the Rule 17 Letter requests the Applicant to (amongst other things) provide further reasoning for submitting certain revisions, to confirm whether the Applicant is making a formal request to change the application, and whether additional consultation could be required. We note that it is only after the Applicant provides its responses to the requests made in the Rule 17 Letter that the ExA will then decide whether the relevant changes are material and admissible to the Examination.

2.5 In light of the Rule 17 Letter and the large number of additional revised application documents submitted by the Applicant, it is unclear whether we are now required to comment on all or just some of the revised application documents individually, or to submit revised Written Representations at Deadline 2 based on those revised documents, in order to satisfy the requirement that "*Comments on responses for Deadline 1*" must be submitted at Deadline 2. We note that some application documents have been revised as a result of the Applicant's responses to the ExA's First Written Questions.

2.5 To put it another way, we are unclear as to whether all of the additional revised application documents and plans are to be formally treated as "responses for Deadline 1" and whether interested and affected parties are required to comment on all revised documents by Deadline 2.

2.6 To be required to do so would involve a significant amount of work and an effective re-consideration and revision of our Clients' Written Representations by Deadline 2, which we do not believe was the intention of the ExA when it set the requirements for Deadline 2. This is especially so given that the Applicant's responses to Written Representations are also required by Deadline 2.

2.8 In light of the above, we have concluded that subject to further clarification and confirmation from the ExA, we are currently not formally required to comment on all the revised application documents submitted by the Applicant in relation to Deadline 1, by Deadline 2. We have therefore only concentrated on the documents listed in red at paragraph 2.3 of this letter, for the purposes of our Clients' submissions in relation to Deadline 2.

2.9 We respectfully request guidance from the ExA as to whether we are correct in our approach, and if not, which of the revised application documents submitted in relation to Deadline 1 Interested Parties and Affected Parties are still required to consider in light of the Rule 17 Letter, and by when. We would also like to in the meantime reserve our Clients' position in relation to all the revised application documents submitted in relation to Deadline 1, until after the ExA has confirmed whether the changes being sought are material and are admissible.

3. **Applicant's responses to Relevant Representations**

3.1 We have considered the Applicant's responses to Relevant Representations (document reference number 7.9.4) ("**Responses to Relevant Representations**"). Where the Applicant has referred to an application document in its response, we have assumed it is referring to the original version of that document and not any revised version submitted by the Applicant in relation to Deadline 1 of the Examination timetable.

3.2 Our Clients' relevant representations are contained in document number reference RR-055, in relation to Little Denmead Farm (our "**Clients' Relevant Representations**"). To be clear, we are aware that Peter and Dawn Carpenter have also submitted relevant representations in their own names relating to other land they own within the Order Limits (contained in document reference number RR-054). Blake Morgan LLP is not instructed in relation to representations contained in document reference RR-054, and the submissions in this letter is not related to RR-54.

3.3 Our Clients' Relevant Representations raised a number of issues. The Applicant's Responses to Relevant Representations do not adequately address them. We take each concern in turn below.

3.4 **Amenity (Noise, dust, and vibration):** Our Clients' Relevant Representations state that the dust produced by construction traffic will settle on their fields and paddocks, which will prevent grazing. The noise and vibration associated with such traffic and the cooling fans when the Converter Station is operational will have a significant detrimental impact on our Clients' use and enjoyment of Little Denmead Farm, their day-to-day lives, and on their livestock. The Applicant's response to this is wholly inadequate. In section 5.12 of page 5-104 of its Responses to Relevant Representations, the Applicant states "*The noise and vibration assessment can be found in Chapter 24 (Noise and Vibration) of the ES (APP-139)*." The Applicant provides no further response or justification whatsoever to explain how Chapter 24 addresses our Clients' concerns, and which specific parts of Chapter 24 are relevant. We have in paragraph 8 of our Client's Written Representations (document reference number REP1-232) made submissions in relation to Chapter 24 of the Environmental Statement. We therefore maintain our Clients' objections in relation to noise, dust, and vibration and reserve their position. We will consider the Applicant's responses to our Clients' Written Representations (which are to be submitted

at Deadline 2) in relation to these issues, and comment further at Deadline 3 of the Examination timetable.

3.5 **Business Impact**: Our Clients' Relevant Representations highlighted that the freehold interest to over 30 acres of the 52 acre farm covered by plot 1-32 is to be compulsorily acquired. This represents 58% of the farm's landholding. With over 60% of the farm being affected overall by this, and the compulsory acquisition of new permanent access rights (plot 1-51), acquisition of permanent landscaping rights (plots 1-38, 1-69, 1-70, and 1-72), and temporary possession of land (plots 1-57 and 1-71), this will significantly interfere with our Clients' farming activities. The farm's landholding is relatively small compared to neighbouring landowners, and it will therefore have a disproportionate impact on Little Denmead Farm compared to others. There will also be a significant detrimental impact on the remaining parts of the farm as existing fields will be split up, leaving small, irregular shaped paddocks without straight boundaries. This will make it difficult to carry out farming activities as there will be insufficient space for livestock grazing and access will be rendered difficult. There is no other suitable farming land of this size available in the vicinity to replace the land that will be lost. Reducing the farm to just 22 acres means that the farm is unlikely to be able to continue to operate as a viable business. The Applicant has failed to adequately assess the significant harm that the DCO would have on the farm's ability to function, considering only the type of agricultural land that would be lost and failing to consider the effect on the agricultural business that operates on that land. Section 5.12 (on page 5-106) of the Applicant's Responses to Relevant Representations does not provide sufficient justification to address these concerns. The response in section 5.12 makes a general reference to Chapter 17 of the Environmental Statement (Soils and Agricultural Land Use), Appendix 27.3 (Cumulative Effects Assessment Matrix (Stage 1 & 2)) (APP-479) and Appendix 27.4 (Cumulative Effects Assessment Matrix (Stage 3 &4)) (APP-480). The Applicant does not however explain how these documents address our Clients' concerns. The response also states that "*as discussions are ongoing with landowners, no account has been taken of any potential mitigation measures for land holdings so the assessment in the ES presents a worst case for the effects on farm holdings. Paragraph 17.8.1.6 of Chapter 17 states that 'Mitigation relating to the permanent loss of farmable area to the affected farm holdings are matters of private negotiation and therefore cannot be incorporated into this assessment'. Discussions are ongoing with landowners with regards to acquisition in the hope of reaching an agreement with the impacted parties.*" Firstly, the Applicant needs to demonstrate that the public interest outweighs the harm that will be caused by the exercise of such compulsory acquisition powers, and that those powers being sought are proportionate. The harm that will be caused to our Clients is the loss of their business and livelihoods. Such a significant harm should not be relegated to the subject of private negotiations only, without any assessment by the Applicant, or scrutiny by the ExA. In this regard, we submit that the loss of businesses and livelihoods (not only in relation to our Clients but also in general) needs to be formally assessed and considered in the context of the examination into whether the compulsory acquisition powers being sought satisfy the relevant legal and guidance requirements. Secondly, despite what the Applicant states, there has been very little progress (on its part) in private negotiations with our Clients. We therefore maintain our Clients' objections in relation to business impact. Please see paragraphs 4.5.1 and 4.5.4 of this letter for further details of the lack of engagement with our Clients in relation to reaching a voluntary agreement and in relation to the proposals' impacts on our Clients' business.

3.6 **Compulsory Acquisition**: Our Clients' Relevant Representations set out arguments as to why we do not believe the compulsory acquisition powers being sought in relation to Little Denmead Farm are necessary and proportionate. Section 5.20 on page 5-111 of the Applicant's Responses to Relevant Representations refers us to the Statement of Reasons (APP-022). However, there is no explanation provided by the Applicant beyond this as to **why** the powers are necessary and proportionate and which parts of the Statement of Reasons they consider relevant to our Clients' concerns in this regard. Our Clients' Written Representations submitted at Deadline 1 (document reference number REP1-232) sets out in full why we do not consider the Statement of Reasons adequately addresses our Clients' objections in this regard. We therefore maintain our Clients' objections in relation to the necessity and

proportionality of the compulsory acquisition powers being sought, and reserve their position. We will consider the Applicant's responses to our Clients' Written Representations (which are to be submitted at Deadline 2) in relation to this issue, and comment further at Deadline 3.

3.7 **Landscaping:** Our Clients' Relevant Representations state that the Applicant has failed to justify the need for the laydown area/works compound on plot 1-32 to be required on a permanent basis for landscaping, when such landscaping will only consist of grassland rather than as screening, nor provided adequate justification as to why permanent landscaping rights are required in respect hedgerows which prevents our clients from being able to reshape the remaining parts of the farm. Section 5.25 on page 5-118 of the Applicant's Responses to Relevant Representations states that those rights are required as part of the landscaping strategy to assist with the screening of the Converter Station. The areas of land identified for this purpose are considered to be reasonable and only so much as is necessary and aligns with the scale of the project. The Applicant refers us to section 6.1.7 of the Statement of Reasons (APP-022). However, paragraph 6.1.7 does not contain any relevant explanation or justification; it merely states: "*New Landscaping Rights: 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 and at the University of Portsmouth Langstone Campus adjacent to Furze Lane*." To therefore simply state that the rights being sought are required and are reasonable, without any further explanation or evidence to support ***why*** they are required and are reasonable, is insufficient. We therefore maintain our Clients' objections in relation to landscaping and reserve their position. We have made further representations in respect of landscaping in our Clients' Written Representations (REP1-232). We will consider the Applicant's responses to those (which are to be submitted at Deadline 2), and comment further at Deadline 3.

3.8 **Relevant Representations not responded to**: Our Clients' Relevant Representations also raised issues relating to access, the proximity of the proposed scheme to the South Downs National Park, why the proposed telecommunications building on plot 1-32 cannot be moved eastwards in order to preserve the paddocks belonging to our Clients, the effect of the proposed scheme on the nature of the area (turning it from an agricultural into an industrial area), and the protection of their human rights. The Applicant's Responses to Relevant Representations do not provide any direct response to these concerns.

4. Applicant's responses to ExQ1

4.1 We have considered the Applicant's responses to ExQ1 (document reference number 7.4.1).

4.2 We note that in its responses to questions MG1.1.2 (siting of the Converter Station), MG1.1.21 (management under the Outline Landscape and Biodiversity Strategy), CA1.3.12 (Compulsory acquisition of agricultural land), and CA1.3.14 (specific question relating to Little Denmead Farm), the Applicant has made a number of representations concerning its engagement with our Clients. We address those in turn below.

4.3 **MG1.1.2 (siting of the Converter Station):** The Applicant's response refers to ongoing discussions with landowners in relation to the siting of the Converter Station and that it is confident those negotiations can be concluded in advance of the end of the Examination period. Our Clients have never been contacted by the Applicant to specifically discuss these specific issues. Whilst we share the Applicant's hope to conclude negotiations before the end of Examination, our comments at paragraph 4.5.1 of this letter illustrate how little progress is being made by the Applicant in relation to ***starting*** proper negotiations with our Clients. We respectfully request the ExA to require the Applicant to engage more with our Clients and to do so with more speed.

4.4 **MG1.1.21 (management under the Outline Landscape and Biodiversity Strategy):** The Applicant states that it is in discussions with a number of landowners in the vicinity of the Converter Station Area

to agree the acquisition of land and easements to provide the rights required for the long term management of the land, including hedgerows, to enable the implementation and maintenance of the measures set out in the updated Outline Landscape and Biodiversity Strategy. Again, whilst we share the Applicant's hope to conclude negotiations, our comments at paragraph 4.5.1 of this letter illustrate how little progress is being made by the Applicant in relation to ***starting*** proper negotiations with our Clients. We respectfully request the ExA to require the Applicant to engage more with our Clients and to do so with more speed.

4.5 **CA1.3.12:** The ExA asked the Applicant: **"***Why do the Order limits shown on the Land Plans [APP-008] extend to include a large proportion of best and most versatile agricultural land (49% of the agricultural land implicated by the Order)? What would the actual effects on availability and productivity on such land be taking a realistic approach to cable routing and Compulsory Acquisition?*" We note the Applicant does not provide a direct response to this question, but instead addresses a wide range of other issues, from extent of engagement carried out, to noise and vibration. We request that a more specific response be provided by the Applicant. In the meantime, our comments are as follows:

4.5.1 **Engagement:** The Applicant's response mixes up engagement relating to its consultation activities, with initial and cursory engagement it has had to date with our Clients in relation to acquiring Little Denmead Farm by voluntary agreement. The Applicant states it has been in discussions with our Clients since late 2016 to acquire Little Denmead Farm, which included numerous face to face meetings, and that heads of terms offered have been refined, reflecting "increased certainty" in the amount of land over which rights are required. The Applicant also states that its agent has provided regular and detailed updates to our Clients. As a matter of fact, the Applicant's response in these respects is not entirely correct. The Applicant's engagement with our Clients since 2016 has been mainly in relation to its consultation activities and how the proposals have evolved up until submission of the DCO application. The Applicant's engagement has not been focussed on discussing and progressing a voluntary agreement with our Clients in order to avoid the use of compulsory acquisition powers. Our Clients strenuously contend that interactions with them were all one-way conversations by the Applicant, where the Applicant's agents simply told our Clients what the Applicant was proposing on their land at different points in time, what the DCO process involved, and how the proposals were changing. There were no meaningful discussions in relation to acquiring our Clients' land and the rights that the Applicant would need in relation to landscaping if compulsory acquisition powers were to be avoided. Our Clients (and their agents) also deny there were any meaningful discussions about the extent of the landscaping rights being sought through the DCO application. There was a meeting on 21 August 2019 with the Applicant's agents where a passing comment was made by the Applicant's agent in relation to the extent of landscaping rights the Applicant may need, and the possibility of entering into a covenant in relation to Little Denmead Farm where our Clients were not to cut the hedgerows to below a particular height (e.g. 5m). That discussion was never furthered. Mr Peter Carpenter has also confirmed to us that any previous calls he placed directly to the Applicant or its agents were to seek clarification about the detail of the changing nature of the proposals and not to negotiate terms of private agreement in relation to Little Denmead Farm. The Applicant has also never explained to our Clients why through its DCO application it needs to own the freehold interest to the parts of Little Denmead Farm it only proposes to landscape or create the access road on. Each time the scheme proposals changed, a new set of draft Heads of Terms was sent to our Clients, to the point where it became very confusing for our Clients to understand exactly what the Applicant was proposing. Each draft of the Heads of Terms was vastly different to the previous version (i.e. they were not "refined" to reflect "increased certainty", as the Applicant has put it). That is why there are currently 5 different versions of draft Heads of Terms – each one represented a very different iteration of the pre-application proposals. It is not the case (as the Applicant's response implies) that the same set of Heads of Terms have been negotiated by our Clients since 2016 and that we

are now at version 5. To date and despite requests from Blake Morgan LLP, the Applicant has not even sent our Clients a first draft of a private voluntary agreement to consider – given that we are 4 years on since consultation commenced, this illustrates how slow the Applicant has been to properly commence any meaningful voluntary agreement negotiations with our Clients. All efforts by the Applicant to progress draft Heads of Terms and a voluntary agreement have ceased since December 2019. Please see **Schedule 1** to this letter for a full breakdown of engagement by the Applicant with our Clients' agents and with Blake Morgan. The last draft of the Heads of Terms was sent to our Clients nearly a year ago and despite many chasers, an updated version has to date not been issued. We have also tried to encourage the Applicant to not allow negotiations on value to stall progress on agreeing other terms on a draft legal agreement, but there has been no movement on this by the Applicant despite our requests. The Applicant's response that its engagement with our Clients has been "regular" is therefore inaccurate. It is also inaccurate for the Applicant to state that it "*continues to engage with the landowners via their respective agents with the aim of securing a voluntary agreement for the land and land rights required for the Proposed Development.*" To this end, we respectfully request that the ExA requires the Applicant to fully and properly engage with our Clients immediately, to start legal agreement negotiations, as per our repeated requests, in order to avoid seeking and using compulsory acquisition powers in relation to Little Denmead Farm.

4.5.2 **Removal of land:** The Applicant states that it has removed land belonging to our Clients from the Order Limits, as a result of representations made by them. It states that change was made to remove the area immediately south of the eastern end of Stoneacre Copse (i.e. north of plot 1-51 in the Land Plans [APP-008]. It is our Clients' understanding that this amendment was made purely as a result of the Applicant's changing proposals, and not as a result of any requests or pressure from our Clients. Discussions with our Clients were very much of the type where most of the time was spent by the Applicant's agent telling them what the Applicant needed, which often changed significantly.

4.5.3 **Nature of compulsory acquisition powers:** The Applicant states that it is now at a stage where the amount of land left within the Order Limits is such that it is not possible to remove any further land without jeopardising the Applicant's ability to construct, operate and maintain the project. To clarify, we are questioning why ***the nature of*** the compulsory acquisition powers being sought are required in relation to Little Denmead Farm. We cannot see how only having landscaping and access rights over the majority of plot 1-32 (which is what we are arguing would be more appropriate) will stop the Applicant from constructing, operating and maintaining the Converter Station, as those rights will provide the Applicant with the powers it needs. We maintain that the Applicant does not need to own the freehold interest to the entirety of plot 1-32. Contrary to what the Applicant states, there is no specific part of the Statement of Reasons that provides a proper justification as to why the freehold interest to the entirety of plot 1-32 in particular is required.

4.5.4 **Impact on business:** The Applicants' response covers the impacts on our Clients' farming business. The Applicant states that Little Denmead Farm is not a livestock farm and that only a small number of horses are kept on it. This is incorrect, and demonstrates the Applicant's lack of proper and accurate assessment. The threat of compulsory acquisition changed the way Mr Peter Carpenter farms the holding at Little Denmead Farm. He had every intention to erect modern livestock buildings on the holding, however given that he would only be left with 14 acres of grazing (if the DCO is granted and the compulsory acquisition powers are exercised), Mr Carpenter made the early decision that it would not be economically viable to invest in modern livestock housing as he would not have the land to accompany the new buildings. It would have put further financial strain on the farming business. At the time he made that decision, he was unsure as to whether a private agreement could be reached, and

he felt under pressure to act quickly. The decision was also taken not to purchase replacement beef heifers in 2017, as Mr Carpenter knew it would take up to 5 years for those heifers to produce calves and for the calves to be reared for slaughter. With the threat of the use of compulsory acquisition looming, he had no certainty that he would continue to retain freehold ownership of the land to rear and finish those cattle over the next 5 years. Mr Peter Carpenter has continued to farm on Little Denmead Farm, growing and producing hay from the holding. Little Denmead Farm is a pasture farm and has the buildings and facilities to be used for keeping and grazing cattle, sheep or horses. The farm is fenced, with water being supplied to irrigate the fields. Our Clients therefore strongly disagree with the Applicant's statement that Little Denmead Farm is not a livestock farm.

4.5.5 **Access:** The Applicant states that in relation to rights for our Clients to cross the access road, such rights "can be provided". This is not reflected in the DCO application documents. We would therefore question whether this is actually the Applicant's intention. We would also question why, for example, specific reference is not made in the draft DCO to make it clear that the owners of Little Denmead Farm will have rights to cross the new access road to the Converter Station. Also, there is a big difference between stating rights to cross "can" be provided, and that they ***"will"*** be provided. There has been no private agreement with our Clients or any meaningful negotiation as to how to secure such crossing rights privately. The Applicant has not sent our Clients a first draft of any legal agreement to secure any such rights. On the contrary, the rights and powers the Applicant is seeking across Little Denmead Farm through the DCO application will prevent our Clients from crossing the access road, which is contrary to any statements the Applicant may have made to our Clients privately.

4.5.6 The Applicant states that our Clients have also raised concerns in relation to noise, vibration, and dust, but that these are adequately dealt with in the Noise and Vibration Chapter (APP-139) and the Air Quality Chapter (APP-138) of the Environmental Statement. We refer to our Clients' Written Representations (document reference number REP1-232) which provide detailed arguments in relation to this part of the Environmental Statement. We will consider the Applicant's responses to those (which are to be submitted at Deadline 2), and comment further at Deadline 3.

4.6 **CA1.3.14:** The ExA asked the Applicant**: "***The Relevant Representations from Mr and Mrs Carpenter [RR-054] and Little Denmead Farm [RR-055] raise significant objections with regards to Compulsory Acquisition of farmland and the rights for landscaping around the Converter Station. Notwithstanding the response to Relevant Representations required at Deadline 1, please provide detailed justification as to the approach to Compulsory Acquisition with respect these landholdings and respond to the Compulsory Acquisition concerns raised by the landowners, including the concerns of limited consultation and engagement with them despite their land appearing critical to the success of the Proposed Development*." The Applicant's response to this effectively repeats its responses to question CA1.3.12. Without wishing to repeat our comments, we refer to our comments at paragraph 4.5 of this letter.

4.7 With respect to the other responses provided by the Applicant, we will consider those in the context of the Applicant's responses to our Clients' Written Representations that are due to be submitted at Deadline 2, and we will comment further if necessary at Deadline 3. In light of this and the clarifications we have requested at paragraph 1 of this letter, we maintain our Clients' objections and reserve their position in the meantime.

5. **The Compulsory Acquisition Schedule**

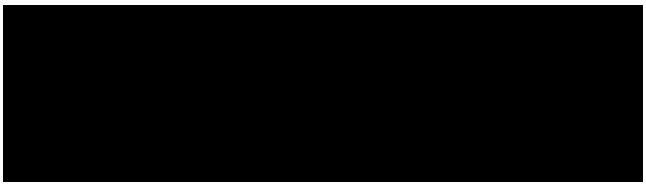
5.1 We have considered the Applicant's Compulsory Acquisition Schedule (document reference number 7.6.1) and the Applicant's Compulsory Acquisition and Temporary Possession Objection Schedule (document reference number 7.6.3).

5.2 These documents contain statements by the Applicant regarding its engagement with our Clients in relation to private negotiations. We refer to our comments in paragraph 4.5.1 of this letter. We will consider those arguments further in the context of the Applicant's responses to our Clients' Written Representations that are due to be submitted at Deadline 2, and we will comment further if necessary at Deadline 3. In light of this and the clarifications we have requested at paragraph 1 of this letter, we maintain our Clients' objections and reserve their position in the meantime.

6 **Conclusions**

6.1 None of the Applicant's responses that we have reviewed in relation to Deadline 1 of the Examination timetable have properly addressed our Clients' concerns and objections. In light of this, and the need for clarification from the ExA due to the Rule 17 Letter, we maintain all our Clients' objections and reserve their right to make further comments at the appropriate times as the Examination progresses.

Yours faithfully



Blake Morgan LLP

SCHEDULE 1

THE APPLICANT'S ENGAGEMENT WITH OUR CLIENTS (OR ITS ADVISORS) IN RESPECT OF A VOLUNTARY AGREEMENT TO PURCHASE LITTLE DENMEAD FARM

DATE	ACTION
13/11/2016	Initial contact by the Applicant's agent with Ian Judd & Partners, requesting a Non Disclosure Agreement.
09/12/2016	Meeting between Ian Judd & Partners and the Applicant's agent to discuss the general principles of the scheme.
09/03/2017	First initial draft Heads of Terms sent to Ian Judd & Partners to reflect scheme being considered.
25/04/2017	Meeting between our Clients, Ian Judd & Partners and the Applicant's agent to discuss the principles of the proposed scheme, possible construction period, ecology, and survey access.
22/06/2017	Agreed Licence to do survey works.
18/12/2017	Second draft Heads of Terms sent to Ian Judd & Partners reflecting different scheme.
04/01/2018	Meeting between our Clients, Ian Judd & Partners and the Applicant's agent to discuss different cable routing options and general principles of the proposed scheme.
06/03/2018	Meeting between our Clients, Ian Judd & Partners and the Applicant's agent in relation to the Converter Station and extent of land affected.
28/03/2018	Survey access and licence for Trial Trenches.
10/05/2018	Survey access for breeding birds.
15/09/2018	Third draft Heads of Terms issued reflecting considerable changes in the scheme.
17/10/2018	Further survey access provided .
15/11/2018	Fourth draft of Heads of Terms Version issued. File notes of Ian Judd & Partners reveal the Applicant's agent was not sure of what the Applicant wanted. Terms were considerably different to previous draft Heads of Terms.
29/01/2019	Further survey access.
07/03/2019	Meeting between our Clients, Ian Judd & Partners and the Applicant's agent in relation to the latest scheme proposals, timing of possible works, location of works and how the scheme was to develop.
21/08/2019	Meeting between our Clients, Ian Judd & Partners and the Applicant's agent in relation to time frames of the DCO application. A passing comment was made in relation to the extent of landscaping rights the Applicant may need, and the possibility of entering into

DATE	ACTION
	a covenant in relation to Little Denmead Farm where our Clients were not to cut the hedgerows to below a particular height (e.g. 5m), but that discussion was never furthered.
21/11/2019	Fifth draft of Heads of Terms issued to Ian Judd & Partners reflecting different scheme proposals.
16/12/2019	Meeting between Ian Judd & Partners and Applicant's agent to discuss the fifth draft Heads of Terms. Discussions broke down when the Applicant's agent refused to disclose how he arrived at certain calculations. Strong disagreement between agents on other terms.
10/03/2020	Confirmation from Applicant's agent to Ian Judd & Partners that he would provide a further breakdown of the fifth draft of the Heads of Terms during the following week.
06/04/2020	Ian Judd & Partners email chaser to Applicant's agent for further breakdown of the fifth draft of the Heads of Terms. No response received.
04/05/2020	Ian Judd & Partners email chaser to Applicant's agent for further breakdown of the fifth draft of the Heads of Terms. No response received.
18/05/2020	Telephone conversation between Ian Judd & Partners and Applicant's agent regarding a breakdown of valuations. No further revised draft Heads of Terms received from the Applicant's agent.
23/06/2020	Assessment sent by Ian Judd & Partners to Applicant's agent on valuations, to progress matters. No response received.
29/06/2020	Ian Judd & Partners email to Applicant's agent chasing for ackowledgement of their email and for responses. No response from Applicant's agent received.
03/07/2020	Ian Judd & Partners email to Applicant's agent chasing for ackowledgement of their email and for responses. No response from Applicant's agent received.
06/07/2020	Applicant's agent confirms receipt of Ian Judd & Partner's email of 29 June 2020. No further information included in response or updates on draft Heads of Terms provided by Applicant's agent.
20/07/2020	Email from Blake Morgan to the Applicant's solicitors requesting virtual meeting to discuss draft Heads of Terms and asking to take forward a draft private agreement.
23/07/2020	Holding response from Applicant's solicitors to Blake Morgan to confirm who would be responding in full.
27/07/2020	Email from Applicant's solicitors to Blake Morgan to advise that the next step in relation to voluntary agreement negotiations is to wait for the Applicant's agent to provide an updated valuations assessment.
12/08/2020	Email from Blake Morgan to Applicant's solicitors chasing for the Applicant's agent's updated assessment.

DATE	ACTION
17/08/2020	Email from Applicant's solicitors to Blake Morgan confirming that the updated valuation assessment will only be finalised after another site visit, and that the Applicant's agent will contact Ian Judd & Partners during the week of 24 August 2020.
20/08/2020	Email from Blake Morgan to the Applicant's solicitors stating that the negotiation of draft Heads of Terms or of a private legal agreement should not be held up by valuation assessments. Email requested a first draft of a legal agreement for Blake Morgan to consider.
10/09/2020	Email from Blake Morgan to the Applicant's solicitors chasing for a first draft of a legal agreement and for the outstanding updated valuation assessment.
21/09/2020	Email from Applicant's solicitors to Blake Morgan confirming that the updated valuation assessment will be provided by 2 October 2020. (The updated assessment has still not been provided, as at 20 October 2020).
28/29 September 2020	Tree surveys carried out on our Clients' land by the Applicant's agents, without any prior notification.
30/09/2020	Applicant's agents carry out a site inspection of Little Denmead Farm.
13/10/2020	Email from Applicant's solicitors chasing for a first draft of a legal agreement and repeating that the legal negotiations should not be held up by valuation matters. No response received from the Applicant's solicitors as at 20 October 2020.