

REBUTTAL – NFU AND LIG STATEMENT OF CASE

1. INTRODUCTION

- 1.1 This rebuttal Statement of Case is written on behalf of National Grid Electricity Transmission plc (NGET) in response to the Statement of Case submitted on 8 February 2024 by the NFU and LIG.
- 1.2 The NFU and LIG objected to the confirmation of the Order (OBJ9) and subsequently submitted the aforementioned Statement of Case. This rebuttal Statement of Case is prepared in order to respond in full to each of the points raised within the NFU and LIG Statement of Case.

2. REQUESTS FROM NFU AND LIG STATEMENT OF CASE

- 2.1 This section sets out a response to each of the requests set out by the NFU and LIG within their Statement of Case. Annex 1 to the NFU and LIG Statement of Case is titled “Landowners and Occupiers affected by the Scheme”. We have added to this list those who have objected and of those, who have signed Heads of Terms in respect of each of these parties. This is included at the Schedule appended hereto.

Request 1:

“The NFU and LIG would like one to one meetings to take place to start to resolve the excessive areas which have been highlighted in blue on plans for access routes and to enable remedial drainage take place if required.”

- 2.2 NGET has been engaging with landowners in order to negotiate Heads of Terms on an individual basis, and this engagement is continuing in relation to any landowners where Heads of Terms have not yet been agreed. LDCL and NGET have already held meetings with various landowners. It is not clear which plot of land or which landowner this statement relates to.
- 2.3 With respect to the extent of the blue land specifically within the voluntary Heads of Terms plans, as highlighted in the NGET Statement of Case (CD D.6), at paragraph 12.56, NGET has tried to build in some additional flexibility for the purposes of voluntary agreements, in order that any impacts of the Project can be mitigated. The CPO plans do not seek to build-in this additional level of flexibility on the basis that NGET has sought to minimise the acquisition of CPO rights over the least amount of land needed.
- 2.4 The Proof of Evidence of Camilla Horsfall gives more detail in relation to engagement undertaken with all landowners to date.

Request 2

“Landowners are still requiring the areas of blue land within the voluntary heads of terms to be agreed, the areas being requested on many plans at the present time are still too excessive. NGET have agreed with LIG that there will be a further review of these plans but this overall review has not been finalised. Clarification is sought as to when will these areas be agreed and plans finalised?

In regard to the rights being sought under the Order how do landowners know what area of land is included within “adjoining land”?”

- 2.5 Per the above, the justification for a wider area of blue land in the proposed Heads of Terms plans in comparison to the CPO boundary is set out at paragraph 12.56 in the NGET Statement of Case (CD D.6). This reflects the additional flexibility which can be secured through a voluntary agreement.

- 2.6 In respect of adjoining land, it is important that this right is retained on the basis that it allows access across land to contiguous plots both within and outside the Order land over which NGET has lawful authority to access (i.e., a right of access allows for both access to the plot itself and to other plots or land).
- 2.7 The term adjoining land is used throughout the Order. NGET considers that the meaning of this term is clear, and that this means land adjoining the land over which the acquiring authority has a lawful right to take access.
- 2.8 There is substantive precedent in confirmed CPOs for the inclusion of the ability to access land and adjoining land.
- 2.9 Where land agents have responded to NGET with concerns re. the extent of the blue land within the Heads of Terms, the boundary of the blue land in many instances has already been reduced. Where landowners have requested for this to be reduced further, details have been sent to LDCL who will undertake assessment to confirm whether sufficient area would still be available to undertake the necessary drainage works with associated access. This assessment will only be possible where landowners have signed their non-intrusive survey licence.

Request 3

“The NFU and LIG would like NGET to reconsider how they are going to address the occupiers/tenants affected by the proposed scheme because tenancy agreement will not provide the extensive rights NGET are seeking. NFU and LIG would like NGET to offer an Occupiers Consent with payments to all occupiers affected as set out in the email dated 28th September 2023.”

- 2.10 The Proof of Evidence of Camilla Horsfall confirms that a form of Occupiers Consent with payment offer and detailed information pack was issued to each known occupier. Heads of Terms which have been issued include a placeholder for occupiers to be joined as a party to the documents and information would then be requested from the landowner’s solicitor to confirm whether there is an occupier at the plot in question. If there is, NGET’s intention is that the occupier would then be included within the Option Agreement. NGET has explained this proposal to the NFU and LIG from an early stage in the negotiations.
- 2.11 The value of the Occupier’s Consent which NGET have issued amounts to a value payment of £500. NGET recognises that this does not accord with the necessary level of compensation. The landowners are being offered freehold value with vacant possession. This is in excess of what would typically be offered where NGET are only acquiring rights over the land in question. The uplift in payment to the landowner will therefore comprise sufficient quantum that the landowner can then apportion compensation to the occupier as the landlord sees fit, depending on the interest the occupier has in the land. The appropriate level of compensation will differ significantly depending on the interest in question, for example an occupier on a short-term grazing licence which is close to expiry is likely to be apportioned significantly less than a tenant who is occupying pursuant to an Agricultural Holdings Act tenancy. NGET do not have oversight or standing in relation to the contractual relationship between the landowners and occupiers therefore, it would not be appropriate for NGET to apportion this payment between landlord and occupier. NGET maintains that the underlying issue here remains the quantum of compensation in that the NFU and LIG are seeking an additional payment to the occupier, in addition to the freehold value vacant possession payment to the landowner.
- 2.12 In their Statement of Case, the NFU and LIG have drawn comparison to other schemes where separate occupiers agreements have been entered into. NGET’s preference is to record the consent by way of a tripartite agreement, but where this is not practical or feasible they have agreed to

document the occupiers consent by way of a separate standalone agreement with the primary payment to the landowner for apportionment remaining the same. This is consistent with what is provided in the Heads of Terms. As noted above, NGET are already offering landowners freehold value with vacant possession in order that this comprises sufficient value for the landowner to apportion part of this compensation to the occupier. If NGET were to make separate payments to the occupiers, in addition to paying freehold value with vacant possession to the landowner, NGET would be over-paying for land which could be subject to scrutiny from Ofgem. The other schemes which the NFU and LIG have referenced were likely not subject to such regulation from Ofgem, so this comparison is not appropriate.

2.13 Separately, we consider that by entering into a tripartite agreement, the occupiers have full transparency as to what they are consenting to which ensures that they are aware of how the English Onshore Scheme could impact their rights as occupier.

2.14 It is not clear to which plot or landowner this request is targeted in the context of the Order.

Request 4

“The NFU and LIG would like to see a generic option agreement so that it can be agreed with NGET that all the terms agreed within the Heads of Terms have been incorporated into the draft Option. The NFU and LIG also need to review the other legal wording which did not form part of the heads of terms with clients solicitors. This is very important as the Option will be binding.”

2.15 This point is addressed in the Proof of Evidence of Camilla Horsfall.

2.16 NGET maintains its position that it is not appropriate to provide the NFU and LIG with a ‘generic option agreement’. Firstly, the Option Agreements for each landowner are drafted as a result of negotiating Heads of Terms, so there is not a ‘generic option agreement’ which NGET hold.

2.17 The Option Agreements with each landowner are being negotiated directly with their respective solicitors. If the landowner or their solicitor wish to share their Option Agreement with the NFU and LIG, on the basis that the NFU and LIG are working with them, they are welcome to do so.

2.18 The Option Agreements are legal documents and are consequently being negotiated between solicitors. It is up to the landowners’ solicitors to ensure alignment with the Heads of Terms and review additional wording, providing comments where they have concern. NGET will continue to work with the landowners’ respective solicitors to deal with any concerns they may have. The NFU and LIG are not qualified to provide comments in this capacity and NGET does not consider it appropriate that they should need to review the Option Agreements, where the landowners’ solicitors are directly instructed by the landowners for this purpose at NGET’s cost.

2.19 It is not clear to which plot or landowner this request is targeted in the context of the Order.

Request 5

“NFU and LIG would like to know when will Landowners and Occupiers receive information that an attenuation pond will be necessary on their land, a description of the attenuation pond and details of a payment. Further details regarding how water from the attenuation pond will be discharged. Details on where the attenuation ponds will actually be located. Any connections into ditches or drains to be with landowners consent and has a licence been drafted which could be sent to landowners? Are all the attenuation ponds which are needed for the compounds, haul road and the open trenches of temporary nature during construction only? Further details are needed to understand how these attenuation ponds will be reinstated after construction.

It is understood that attenuation ponds are needed for dewatering, along with this further information is requested on how dewatering will take place from the works corridor and how will water be discharged especially in very wet weather conditions. Landowners should be consulted on where water will be discharged to and no water should be discharged on to the adjoining land.”

- 2.20 Section 8.12 of the Proof of Evidence of Camilla Horsfall identifies that this information can be found in the CEMP which was submitted as part of the planning application. Further, it notes that the LIG groups has asked that these ponds are captured by an additional voluntary and commercial agreement which NGET has agreed to.
- 2.21 The Proof of Evidence of David Ritchie, at paragraph 9.10, clearly states that Condition 10 of the ERYC Planning Permission (**CD C.4**) requires a Construction Drainage Scheme to be submitted and approved by the local planning authority prior to the commencement of works. The appointed contractor will be responsible for developing this and it is therefore not possible or appropriate to provide this level of detail now. This Construction Drainage Scheme will address the concerns raised by the NFU.

Request 6

“The NFU/LIG request that all cables are laid to contour at a depth of not less than 1.2m from the restored surface level including the category 2 land. That this can only be departed from due to good engineering reasons and if utilities need to be crossed then discussions should take place but in most cases it is assumed that the cables will go under utilities, ditches and drains.

The Construction Best practice for Underground Cable Installation states that landowner consent will be sought where it is necessary to go shallower due to engineering reasons. How will landowners consent/agreement be obtained?”

- 2.22 The Proof of Evidence of Dave Rogerson specifically addresses this concern is a significant level of detail.
- 2.23 The NFU have already made this submission to the local planning authority and this has been dismissed by the local planning authority.
- 2.24 NGET is aligned with the landowners in seeking to ensure that the Project can operate safely in the long term, which means ensuring the underground cables are buried at sufficient depth to be out of harm’s way of the landowner’s operations.
- 2.25 A blanket minimum cable depth across the English Onshore Scheme may prejudice the delivery of the Project.
- 2.26 A blanket minimum cable depth would be inconsistent with what has been offered pursuant to the heads of terms on a voluntary basis, which allow for alternative agreement between NGET and the relevant landowner as to the cable depth. It is entirely appropriate to provide flexibility to tailor and agree the cable depth as the detailed design and final alignment of the scheme is settled. It would not be possible to secure this in the Order given the need for agreement from a landowner, as the Order cannot impose obligations on the relevant landowner.
- 2.27 There is no planning justification for the minimum depth being specified on the face of the Order as there is no planning restriction on the cable depth.
- 2.28 There is no environmental justification for the minimum depth being specified on the face of the Order. The LPA has determined that the English Onshore Scheme should not be subject to a limit on the cable depth.

- 2.29 NGET understands that this point of objection relates to one landowner in particular, the Dalton Estates. This landowner resides within an area where it is not considered likely that the cable depth would need to be shallower than 0.9m (more broadly, this is considered highly unlikely in respect of the entire cable route). Despite this, the landowner in question has not permitted NGET access to the land in question in order to undertake the surveys required to rule out this possibility. NGET has dealt with concerns related to cable depth when raised by various landowners, however in regard to this particular landowner NGET have not yet been able to reach a clear decision due to an inability to access the land and conduct the necessary surveys.
- 2.30 The Heads of Terms would secure matters which are appropriate pursuant to a voluntary agreement but which are not appropriate for the compulsory acquisition regime and which cannot be secured pursuant to the Order – this is because the Order authorises the acquisition of land or rights in land, and as such the Order cannot be conditional, require the approval of a third party, or impose reciprocal obligations on that third party. The purpose of a compulsory purchase order is not to replicate all the terms of a negotiated agreement – its purpose is to allow the acquisition of land and rights to allow for the delivery of infrastructure in the public interest in the event that it has not been possible reach negotiated agreement.
- 2.31 NGET do not foresee any situations at which the cable installation would be less than the minimum of 0.9m to the protection tile. Any deviation from this would not only require landowner agreement but also signed acceptance from NGET Operations Team, NGET project Team and NGET Asset Protection Team which would require full technical, health and safety security to depart from the national minimal installation depth. This would even include situations at which the ground conditions are such that trenching becomes a challenging such as installation in rock.
- 2.32 However, should such occurrence happen, prior to completing the internal governance for such a change, this would be discussed with the landowner through the lands team. It is accepted that this would be by extreme exception.

Request 7

“The NFU and LIG would like confirmation that NGET have carried out the required GI surveys to be able to confirm to the Inspector that the corridor they are seeking rights over is the correct location. Without having carried out the necessary GI surveys how does NGET know it can lay the cable in the location highlighted within the red line boundary?”

- 2.33 The Proof of Evidence of Damian Spurr provides a detailed breakdown of the scheme’s engineering design, including the cable route. As per paragraph 4.16 of Damian Spurr’s evidence, several targeted ground investigation surveys were carried out in order to support determining the optimal design solution.
- 2.34 The NFU and LIG Statement of Case draws particular reference to the Dogger Bank South project, in relation to this point. As noted in paragraphs 12.124 - 12.129 of the NGET Statement of Case (**CD D.6**), the NFU and LIG have identified one paragraph in one report, for a project which has a different locational driver and is distinguishable from the English Onshore Scheme. To re-emphasise what is noted within the NGET Statement of Case (**CD D.6**), the crossing here was *not* determined to be unfeasible by the engineering team on the basis that it progressed from the project long-list to the short-list before it was discounted.
- 2.35 The route was consented as part of the ERYC Planning Permission (**CD C.4**) and again, as emphasised in the NGET Statement of Case, the planning and environmental impacts of the English Onshore Scheme were fully consulted upon by ERYC and Natural England before granting the permission.

2.36 It is not clear to which plot or landowner this request is targeted in the context of the Order. The two landowners referenced in paragraph 7.2 of the NFU and LIG Statement of Case are not members of the NFU.

Request 8

“It is essential that details of what the ALO will do and what is expected of the ALO are set out clearly within the CEMP including that the ALO has relevant agricultural experience.”

2.37 NGET maintains that sufficient detail of what the ALO will do is also set out within the outline CEMP (CD C.8 (Chapter 18)).

2.38 In addition, this point has also been discussed with various landowners where specific concern has been raised and this is additionally covered in the Heads of Terms. The Heads of Terms which have been offered to landowners set out that NGET will appoint an ALO prior to the commencement of the cable installation works who will be the prime contact for ongoing engagement about practical matters with landowners, occupiers and their agents before and during the construction process. The Heads of Terms also set out the role of the ALO.

2.39 It is not clear to which plot or landowner this request is targeted in the context of the Order.

Request 9

“The NFU and LIG are seeking detail of exactly how field drainage will be dealt with pre and post scheme. Clarity is required of the strategy to be undertaken and how this is fixed within the Order. It is stated that landowners can make representations to a drainage consultant but how does a landowner make sure that the representations are taken forward and implemented. How is liaison going to be carried out between the drainage consultant, the suitably qualified drainage contractors and the landowners/occupiers? The Landowners/occupiers will need their own drainage consultant to look over any proposed drainage plans and the fees incurred for this will need to be covered by NGET.

Are LDCL drainage consultants going to stay as the drainage consultant through out the works and post works? Is there to be a different drainage contractor carrying out the work? Are LDCL is being asked by NGET to prepare a report on pre and post drainage requirements.

Due to the lack of information coming forward to date on land drains it is really important that landowners and occupiers understand how the work identified in the Construction best practice will be carried out and agreed.”

2.40 The Proof of Evidence of Miles Flather goes into substantial detail in order to address concerns related to drainage. Further to this, NGET maintains that sufficient detail is provided within the Heads of Terms.

2.41 The voluntary heads of terms which have been offered to the relevant landowners would secure all of these matters. NGET cannot compel the relevant landowners to sign these heads of terms and enter into voluntary agreements. These Heads of Terms would secure matters which are appropriate pursuant to a voluntary agreement but which are not appropriate for the compulsory acquisition regime and which cannot be secured pursuant to the Order – this is because the Order authorises the acquisition of land or rights in land, and as such the Order cannot be conditional, require the approval of a third party, or impose reciprocal obligations on that third party. The purpose of a compulsory purchase order is not to replicate all the terms of a negotiated agreement – its purpose is to allow the acquisition of land and rights to allow for the delivery of infrastructure in the public interest in the event that it has not been possible reach negotiated agreement.

- 2.42 All landowners and occupiers have been given opportunities to meet with LDCL to discuss land drainage concerns. To date, LDCL have met with approximately 95% of all landowners and occupiers impacted by the Order. If landowners wish to appoint their own drainage consultant they may do so, however there is no statutory obligation on NGET to cover such costs on the basis that substantial survey work has been undertaken, and LDCL have already been appointed to act as an independent and impartial drainage and soils consultant in relation to the English Onshore Scheme. Please refer to Section 4 of the Proof of Evidence of Miles Flather for detail on LDCL's future roles in relation to the English Onshore Scheme. Any concerns raised with LDCL or NGET throughout engagement to date have been considered by the project team. Various changes have been made as a result of these concerns and this has been fed back to landowners where relevant. NGET continues to engage with landowners and will seek to address concerns where possible.
- 2.43 LDCL will remain appointed as the drainage consultant throughout construction of the English Onshore Scheme, and in relation to any post-construction matters. Detail relating to pre-construction drainage and post-construction drainage is set out in detail within the Proof of Evidence of Miles Flather.
- 2.44 It is not clear to which plot or landowner this request is targeted in the context of the Order.

Request 10

“Landowners and occupiers are seeking reassurance as to how soils will be managed during construction and reinstated to their condition pre- works.

It is agreed that a photographic record of condition will need to be carried out, but a pre-construction soil statement will also need to be carried out so that the contractors carrying out the works know what condition the soil was in before works started.

The NFU and agents would also like to see NGET appointing a soil specialist to manage soil handling during the works and have the necessary input into the reinstatement. The wording that the NFU would like to see included is set out in the Interface Document which also covers work during wet weather conditions, treatment of topsoil bunds, water discharge, weed growth and after reinstatement how soil testing should be carried out to inform aftercare of the soils to restore the soil to the pre soil works condition. The NFU would like to see aftercare being carried out for 5 years if necessary.

The wording that the NFU and agents would like to see included in the heads of terms and/or within the Best Practice document is included in the Interface Document submitted by the NFU with the Objection.”

- 2.45 The objection which the NFU submitted did not include an Interface Document. In any event, it is not appropriate for NGET to sign up to a document which does not evolve with industry standard which are constantly changing.
- 2.46 The Order grants NGET the rights to undertake reinstatement works. However, it cannot be subject to conditions such as those requested by the NFU.
- 2.47 As detailed in the Proof of Evidence of David Ritchie, the planning permissions are subject to mitigation measures which address the substance of these requirements. Soil management will also need to form part of the CEMP which will be submitted to and approved by the local planning authority.

- 2.48 The Heads of Terms offered to the landowner provide that prior to commencement of work a soil management plan will be prepared as required by the planning permission with the objective of returning the Grantor's Estate to a condition recorded in the Pre-Construction Soil Survey and Pre-Construction Schedule of Condition.
- 2.49 The voluntary heads of terms which have been offered to the relevant landowners would secure all of these matters. NGET cannot compel the relevant landowners to sign these heads of terms and enter into voluntary agreements. These Heads of Terms would secure matters which are appropriate pursuant to a voluntary agreement but which are not appropriate for the compulsory acquisition regime and which cannot be secured pursuant to the Order – this is because the Order authorises the acquisition of land or rights in land, and as such the Order cannot be conditional, require the approval of a third party, or impose reciprocal obligations on that third party. The purpose of a compulsory purchase order is not to replicate all the terms of a negotiated agreement – its purpose is to allow the acquisition of land and rights to allow for the delivery of infrastructure in the public interest in the event that it has not been possible reach negotiated agreement.
- 2.50 The Proof of Evidence of Miles Flather goes into substantial detail in order to address concerns related to drainage. In particular, section 6.11 of the Proof of Evidence of Miles Flather sets out detail of the pre-construction surveys. LDCL have already been appointed to act as an independent and impartial drainage and soils consultant in relation to the English Onshore Scheme. In relation to soils this will include providing advice in relation to soil management including soil stripping and wet weather working, among other things.

Request 11

“The NFU and LIG would like confirmation as to when this change be undertaken.”

- 2.51 The redline boundaries agreed under voluntary negotiation, as emphasised in paragraphs 12.55 and 12.56 of the NGET Statement of Case (**CD D.6**), are broader in order to build in potential for flexibility.
- 2.52 The CPO boundary is in some cases different to what NGET hope to agree voluntarily. Where amends have been agreed in respect of where NGET will exercise CPO powers, NGET will provide undertakings to the relevant landowner in question that CPO powers will not be exercised over the relevant plots of land, rather than by making direct amends to the CPO redline boundary. Until these undertakings are in place, it is vital for NGET to maintain the existing CPO boundary on the basis that landowners could retract agreement for alternative areas of land to be used.

Request 12

“We ask that NGET are required to fully investigate alternatives to the use of the Access and undertake discussions with East Riding of Yorkshire Council highways department, specifically considering the possibility of NGET traffic utilising Kiplingcotes Lane and Kiplingcotes Road between the road crossing point at plot 22/628 and 22/650, rather than the Access. Following these discussions NGET should re-consult with the Landowner and Ulllyotts.”

- 2.53 NGET have engaged in discussions with the appropriate Highways Authority who have maintained that they would prefer for the access as set out in the ERYC Planning Permission to be provided (**CD C.4**). This proposed access also avoids potential health and safety risks due to the alternate use of a junction with poor visibility and minimises interaction with the general public.

Request 13

“We ask that NGET are required to investigate more suitable locations following NGET decision to route the cable via the western route. These locations are to be in consultation with the Landowner and their Agent”.

2.54 The proposed converter station location is in line with the of the ERYC Planning Permission. Alternatives have been explored as part of the EIA process (CD C.8 (Chapter 2)) which formed part of the planning application.

2.55 The principal contractor as appointed by NGET will be responsible for the final detailed design and installation of a construction compound with an appropriate drainage solution, which will be design-checked and assured by NGET’s specialist drainage consultants, LDCL.

Request 14

“Mr Drysdale requires a commitment from NGET that a plan is put in place to allow access for Mr & Mrs Drysdale to their home and for customers/deliveries etc to their business. Whilst NGET state that this part of the route will be HDD’d Mr Drysdale is still concerned if there will be any road closures in the area. Can NG confirm this one way or another?

Mr Drysdale requires a commitment from NGET that the water quality from the borehole will be monitored before, during and for an agreed period after the works as it can take time for contaminated matter to reach a water supply.”

2.56 NGET wishes to emphasise that Mr and Mrs Drysdale are not members of the NFU.

2.57 NGET have engaged with Mr and Mrs Drysdale in respect of numerous concerns which they have raised. The road works which will be undertaken in this area are within the public right of way boundary which is roughly 350m away from their land. NGET cannot guarantee that there won’t be a lane closure on this public right of way however that will be separately agreed and managed by the Highways Authority, who will ensure appropriate diversions are in place if needed.

2.58 NGET have also committed to removing disruptive HDD works and have committed not to undertake works on the private track to the landowner’s premises.

2.59 In respect of water monitoring, NGET have committed to undertake vibration monitoring and water monitoring at this location before, during and after the works taking place.

SCHEDULE

Landowner/occupier	Acting Agent	NFU Member	Objector (Y/N)	Where objection received, are HOT's signed (Y/N)
DC & RE Byass	Dee Atkinson & Harrison	Yes	No	
J Clarkson	Dee Atkinson & Harrison	Yes	No	
Mr & Mrs Prescott	Dee Atkinson & Harrison	Yes	Yes	Yes
J C & R S Norman	Dee Atkinson & Harrison	Yes	No	
A Marr	Dee Atkinson & Harrison	Yes	No	
Lord Manton	Dee Atkinson & Harrison	Yes	No	
P R Sawyer	Dee Atkinson & Harrison	Yes	No	
R Pexton & Son	Dee Atkinson & Harrison	Yes	No	
Mr A Blacker	Dee Atkinson & Harrison	Yes	No	
T E Richardson & Co Ltd	Dee Atkinson & Harrison	Yes	Yes	Yes, with caveats
Trustees of the Golden Hill Club	Dee Atkinson & Harrison	No	Yes	No
Mr and Mrs Nichols	Dee Atkinson & Harrison	No	Yes	Yes
Mr Drysdale	Dee Atkinson & Harrison	No	Yes	No
G L Riby	Cranswicks	Yes	No	
G Shephard	Cranswicks	Yes	No	
N R Jackson Ltd	Cranswicks	Yes	No	
S H Barmby	Cranswicks	Yes	No	
C & I Wade	Cranswicks	Yes	No	
Glendon Estates	Cranswicks	No	No	
D Allison	Cranswicks	No	No	
J Story	Cranswicks	No	No	
CR Wright & Son	Screecons	Yes	Yes	Yes
CM Walker	Screecons	No	No	
Hotham Farm Partnership and The Hotham Family Trust	ADAS Rural	Yes	Yes	Yes, with caveats
Mark Roper	Leonards	Yes	Yes	Yes
Mark Laverack	Clubleys	Yes	No	
G Lightowler Dec'd	Clubleys		No	
Peter & Mary Kealey	Clubleys		No	

Nicola Whitfield	Clubleys	No	No	
David Hiles	Clubleys	No	No	
John Wright	Clubleys	Yes	No	
Tommy Hawcroft	Clubleys	No	No	
David Thompson	Clubleys	Yes	No	
David Jackson	Clubleys	Yes	No	
John Faulkner	Clubleys	No	No	
Chris and Simon Stephenson	Clubleys	Yes	No	
Simon Ward	Clubleys	No	No	
R C & J Bell	Hornseys	Yes	No	
R C Hall & P J O Hall (executors of R Hall)	Hornseys	Yes	No	
C G Kendall Ltd	Hornseys	Yes	No	
M E & C Payne	Hornseys	Yes	No	
R & M Rawson	Hornseys	Yes	No	
RC & J C Rook	Hornseys	Yes	No	
Robert Rook Estates Ltd	Hornseys	Yes	No	
J A Southwell	Hornseys	Yes	No	
J H Tennant Limited	Ulllyotts	Yes	No	
E Falkingham & Sons	Ulllyotts	No	No	
Martyn Nicholson	Ulllyotts	No	No	
Richard Thornhill	Ulllyotts	Yes	No	
Roger Thornhill	Ulllyotts	Yes	No	
John Wresdell	Ulllyotts	Yes	No	
Driffield Navigation Trust	Ulllyotts	No	Yes	No
Andrew Dixon	Ulllyotts	Yes	Yes	Yes
Andrew Ulliott	Ulllyotts	No	No	
Janette Minns	Ulllyotts	No	No	
Jill Shipley	Ulllyotts	No	Yes (Objection withdrawn)	Yes
Jeremy and Carol Shipley	Ulllyotts	Yes	No	
Stephen Moate	Ulllyotts	Yes	No	
William Hall	Ulllyotts	Yes	Yes	Yes, with caveats
Andrew Soanes	Ulllyotts	Yes	Yes	No
Alan Marsland	Ulllyotts	Yes	Yes	Yes
Keith Holmes	Ulllyotts	Yes	No	
S P & L M Mason	Alnwick FPC	Yes	No	