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By email only:

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13 May 2022

Dear Secretary of State

**THE NATIONAL GRID ELECTRICITY TRANSMISSION (LITTLE HORSTED SUBSTATION CONNECTION) COMPULSORY PURCHASE ORDER 2022 (THE 'DRAFT ORDER')  
OBJECTION OF RIDGEWOOD HOLDINGS LIMITED**

I am instructed on behalf of Ridgewood Holdings Limited (Co. No 04531365), 1 Brook Court, Blakeney Road, Beckenham, Kent, BH3 IHG ('Ridgewood Holdings'). Ridgewood Holdings are the freeholder and occupiers of land at Crockstead Farm, Eastbourne Road, Halland, BN8 6PT ('Crockstead Farm') forming part of the Order Lands in the Draft Order. Ridgewood Holdings are therefore a Qualifying Person for the purposes of their Objection to the Draft Order.

Please could any correspondence in relation to this objection and subsequent public inquiry be directed to Lynn Ascroft (the owner of Ascroft Holdings) at Crockstead Farm, Eastbourne Rd, Halland, BN8 6PT, copying in their advisor, Matthew Berryman, CLM Farming, Sackville House, Sackville Lane, Hartfield, East Sussex TN7 4AW (Matthew@c-l-m.co.uk).

**Executive Summary**

The Draft Order has been made National Grid Electricity Transmission (the 'Applicant') applying for compulsory purchase powers by in accordance with section 10 of and paragraph 1 of Schedule 3 of the Electricity Act 1989. The purpose of the Draft Order is for land assembly associated with the development of a 400KV substation, a 132KV substation, two new pylons and associated connection works (the Scheme).

The Scheme will be built on land at Crockstead Farm, from where Ridgewood Holdings run a number of successful in-hand enterprises, including outdoor events, livery, equestrian events and residential care. Ridgewood Holdings do not object to the Scheme in principle, and have engaged constructively with National Grid Electricity Transmission (the 'Applicant') regards the sale of approximately 10 hectares of land at Crockstead Farm needed for the core development of the 400kV NGET Grid Supply Point substation (the "GSP"). This sale is now complete accompanied by a substantial re-organisation and re-location of some of

the businesses at Crockstead Farm in order to accommodate the Scheme, reflecting their willingness to work constructively with the Applicant to deliver the Scheme, without the use of compulsory acquisition powers.

Ridgewood Holdings do however strongly object to the proposed compulsory purchase of a further 8.3 hectares of Crockstead Farm, included in the Draft Order as Plots 58a and 58b ('Plots 58a/b') for off-site habitat creation. The basis of the objection is as follows:

i. Compulsory Purchase is not required

Compulsory purchase of Plots 58a/b for off-site habitat creation cannot be justified as 'required' for the stated purpose of off-site habitat creation comprising lowland wildflower meadow, scrub and woodland enhancement.

In so far as off-site habitat creation is required, this would be limited to replicating the semi-improved equestrian grazing that will be lost due to the Scheme, and for which it is not necessary to use powers of compulsory purchase.

ii. Impact on farm and businesses

The location of Plots 58a/b at the centre of the farm mean that their severance by compulsory purchase would have a significant adverse impact on the holding.

Moreover, and of even greater concern, it is understood the Applicant is also likely to use Plots 58a/b for the translocation of significant quantity of waste soil from the GSP, effectively creating a major construction site immediately adjacent to the field used for 'Outdoor Events' and holiday 'Yurts'.

iii. Alternatives to Compulsory Purchase

In so far as any off-site habitat creation is required to re-create the compensatory habitat, compulsory purchase powers are not required because they could be achieved by the use of lesser powers than compulsory purchase (temporary possession and acquisition of rights of maintenance)

iv. Alternative location

In so far as any off-site habitat creation is required, the Applicant has not properly considered more suitable alternative locations.

## 1 BACKGROUND

### 1.1 Ridgewood Holdings

Ridgewood Holdings is a family owned and operated Private Limited Company. It is owned by Lynn Ascroft the sole Director; Lynn's son James Ascroft is the Operations Manager at Crockstead Farm.

### 1.2 Crockstead Farm

Crockstead Farm is an approximately 200 acre holding, comprising a farm and number of in-hand and let businesses as described below. It has been owned and managed by Ridgewood Holdings since 2010.

The businesses operating from Crockstead Farm are as follows, with reference to the numbered location plan at Appendix 1:

#### 1. Residential Care Home

In 2017 Crockstead Farmhouse was registered as Ridgewood Holding's third business providing residential care services for adults with challenging behaviours. The rural location with its calming environment and open spaces are well suited for physical activity, as well as work experience opportunities on the site.

#### 2. Equestrian Livery Yard / Events Centre

Ridgewood Holdings have steadily developed and re-established their equestrian centre and related facilities over the past decade. Upon taking ownership of the site, they completely renovated the dilapidated centre to restore the livery yard to a 30-box capacity, as well as install appropriate seasonally rotating outdoor grazing for the liveries. Both winter and summer grazing have always been located on the fields adjacent to the A22 on the eastern and western sides of the farm, respectively. The yard has retained consistent high capacity for the duration of Ridgewood Holding's management, and they have extended facilities to install a horse walker, washbays and canteen while upgrading existing facilities.

#### 3 to 6. Let units

Including gin distillery, dog groomers, gym and HMO and apartment suites.

#### 7. Holiday Lets

X2 Abada Yurts.

#### 8. Outdoor Events.

Outdoor events facilities have been developed over the past decade and hosted a number of 100-1500 person events which have included the Shibui and Playgroup festivals, acrobatic workshops, yoga retreats and outdoor camping and wedding events. There has been significant investment in facilities; installing a bridge, access road, bar area, toilets and a pagoda fully licensed for wedding ceremonies. The intent was to phase out hotel and wedding events on the main site (which remains a registered venue now) and springboard off their existing venue reputation and outdoor event experience to open our market while we converted the use of the main farm buildings. We have invested time and money over the past five years in order to achieve this goal and have successfully carried out wedding event seasons despite the limitations placed on us by the Covid pandemic and related restrictions.

9. Equestrian / Livery turnout

Alongside the livery yard, Ridgewood Holdings have developed events facilities for the equestrian centre and invested in both our indoor and outdoor facilities. The indoor school has been renovated and outdoor grass jumping and cross-country arenas have been developed. Equestrian events on-site have ranged through individual hire and training, Pony Club meets, dressage and showing jumping to affiliated BSJ events. Prior to the pandemic Ridgewood Holdings were in the process of renovating the outdoor rubber arena, a process which remains underway, to accommodate the land loss related to the option exercised with National Grid/ UKPN.

10. Wisden Cottage

Let dwelling and nursery business.

**1.3 Sale of GSP land and re-organisation of businesses**

The equestrian event and livery turnouts were previously located on the GSP land, and its sale to the Applicant has required the part re-location and a significant re-organisation of these businesses, and the Farm as a whole. Jumps from both cross country and grass jumping arenas have had to be re-located to the new locations shown on the Plan at Appendix 1. In addition the sale has required the relocation of half of the seasonal turnout grazing paddocks. In consultation with the Applicant these were moved to the western section of the outdoor events field that runs underneath the tower span. These were relocated and kept central to compliment the rural outlook of the outdoor events and wedding, as well as remain convenient and accessible for the liveries.

This process was communicated with the Applicant in order to coordinate line drops for the substation project in a way that would allow Ridgewood Holdings to continue running both outdoor events with as minimal impact, as well as ensure paddock rotation was in line with any required works access. All business operations in the fields under the overhead spans have been clearly and consistently communicated to the Applicant.

## 2 OBJECTION

Ridgewood Holdings do not object to the Scheme in principle and agreed to the sale of GSP land to the Applicant in 2018 (completed 2022).

Ridgewood Holdings do however strongly object to the compulsory acquisition of Draft Order Plots, 58a and 58b the 'Proposed Ecology Land') for the following reasons:

### 2.1 Compulsory Purchase of Plots 58a and 58b is not 'required' for the stated purpose

Paragraph 1 of Schedule 3 of the Electricity Act 1989 states (my emphasis):

*"(1) Subject to paragraph 2 below, the Secretary of State may authorise a licence holder to purchase compulsorily any land **required** for any purpose connected with the carrying on of the activities which he is authorised by his licence to carry on."*

The definition of 'required' was considered in the case *Sharkey and Another v Secretary of State for the Environment and South Buckinghamshire District Council* (1992) 63 P. & C.R. 332, which concluded:

*"I agree with Roch J. that the local authority do not have to go so far as to show that the compulsory purchase is indispensable to the carrying out of the activity or the achieving of the purpose; or, to use another similar expression, that it is essential. On the other hand, I do not find the word "desirable" satisfactory, because it could be mistaken for "convenient," which clearly, in my judgment, is not sufficient. I believe the word "required" here means "necessary in the circumstances of the case."*

The Applicant must therefore demonstrate that the purpose of compulsory purchase of Plots 58a/b is necessary, and more than desirable or convenient.

#### 2.1.1 Statement of Reasons

This document sets out the Applicant's justification for promoting the Draft Order and seeks to make a compelling case in the public interest for its confirmation, including the compulsory purchase of Plots 58a/b.

In order to properly justify that compulsory purchase is 'required', it is necessary that each plot to be acquired has been identified for a clear purpose. The Statement of Reasons sets out the use of Plots 58a/b for off-site habitat enhancement and creation, comprising lowland wildflower meadows, scrub and (where appropriate) woodland enhancement.

Guidance on Compulsory Purchase and the Crichel Down Rules (Department for Levelling Up, Housing and Communities) (the 'CPO Guidance') states:

*"If an acquiring authority does not:*

- have a clear idea of how it intends to use the land which it is proposing to acquire;*

*....it will be difficult to show conclusively that the compulsory acquisition of the land included in the order is justified in the public interest, at any rate at the time of its making."*

The Statement of Reasons paints an unclear and confusing picture as why such habitat creation/enhancement is necessary, thereby failing to make a clear case that the use of Plots 58a/b is required or justified. It confuses and conflates the key ecological terms 'mitigation', 'compensation' and 'enhancement' referring to Plots 58a/b as follows (our emphasis):

**“Ecological Mitigation Land**

4.26.5 As explained in more detail in section 8 below, offsite **habitat enhancement** and creation is required to provide **compensation for the loss of** protected species habitat including great crested newt (GCN), Hazel Dormice and foraging Bat habitat, identified on the GSP site.

4.26.6 Habitats to be created will include lowland wildflower meadows, scrub and, **where appropriate, woodland enhancements**. These habitats are appropriate to **compensate for the loss** of sub-optimal terrestrial habitat for GCN and for foraging Bats; and, the temporary loss of habitat suitable for Hazel Dormice.”

These terms have specific and differing meanings in planning policy. The Guidelines for Ecological Impact Assessment in the UK and Ireland Terrestrial, Freshwater, Coastal and Marine, Chartered Institute of Ecology and Environmental Management (CIEEM), September 2018 set out definitions as follows (paragraphs 6.10 and 6.12)

- Mitigation - *“Where ecological equivalence can be delivered within the project site this is sometimes incorrectly considered mitigation rather than compensation. However, the correct distinction between mitigation and compensation is that mitigation avoids or reduces the occurrence of negative impacts and effects”*
- Compensation - *“compensation addresses effects which are residual, after avoidance and mitigation have been considered. Measures to address impacts and effects that will occur should therefore be referred to as compensation whether the compensation is located within or outside of the project site.”*
- Enhancement - *“Enhancement is improved management of ecological features or provision of new ecological features, resulting in a net benefit to biodiversity, which is unrelated to a negative impact or is ‘over and above’ that required to mitigate/compensate for an impact.”*

While the Statement of Reasons is confusingly presented, reading paragraphs 4.26.5 and 4.26.6 expressly, suggests that the underlying purpose of acquisition of Plots 58a/b is in fact principally aimed at ‘compensation’ i.e. providing ecological equivalence for lost habitat:

- Creation of lowland wildflower meadow and scrub – to ‘*compensate*’ for the loss of sub-optimal habitat at the GPS i.e. create ‘*ecological equivalence*’
- Existing woodland – to be enhanced ‘where appropriate’ (the Statement of Reasons provides no further enlightenment on what this means in practice)

This underlying purpose to ‘compensate’ for lost habitat is consistent with national planning policy and the extant planning permission for the Scheme as set out below. It is manifestly clear however that the creation of ‘lowland wildflower meadow and scrub’ at Plots 58a/b would not only compensate for any habitat loss, but would represent a significant enhancement over the area of semi-improved grazing at the GSP, being habitat of much greater ecological value than the ‘sub-optimal’ habitat being lost. True compensation for the loss of habitat would involve the creation of habitat of equivalent ecological value i.e. semi-improved grassland, with pockets of broadleaf woodland suitable for grazing by horses, not lowland meadow and scrub with woodland enhancement (where appropriate).

Further confusion is presented by correspondence from the Applicant’s agent, and correspondence submitted in support of the Planning Permission, both of which frequently refer to ‘biodiversity net gain’ when referring to Plots 58a/b. I note that the Applicant’s 2021 – 26 Environmental Action Plan (April 2021) aims to deliver 10% bio-diversity net-gain. I also note that the Scheme Preliminary Ecological Appraisal (November 2019) states:

*"In accordance with National Grid's policy, a scheme for biodiversity net gain (BNG) will be developed." And "Opportunities for net biodiversity gain should also be considered early in the design process to meet National Planning Policy requirements. This may include....wildflower meadow planting."*

While it may be 'desirable' for the Applicant to create habitat enhancement in accordance with its Action Plan and internal policy, this is not a legal or National Planning Policy requirement, nor does the Statement of Reasons seek to justify compulsory purchase of Plots 58a/b to deliver net gain enhancements; rather to 'compensate' and 'mitigate'. In the unlikely event that the Secretary of State disagrees with this analysis, and concludes that 'Biodiversity Net Gain' is a requirement, it should be noted that this can be achieved through off-site habitat creation in a different location, or the acquisition of BNG 'credits' through an environment bank, conservation scheme or on the market. This is common practice for other infrastructure scheme, and would obviate any requirement for the compulsory purchase of Plots 58a/b to deliver BNG.

It follows that the Statement of Reasons does not make any case for the compulsory purchase of Plots 58a/b for the stated purpose of lowland wildflower meadow and scrub creation and therefore fails to show that this land is 'required' for the purposes of Schedule 3 of the Electricity Act 1989.

### 2.1.2 National Planning Policy

It is also relevant to consider National Planning Policy in so far as it is relevant to a requirement for the compulsory purchase of Plots 58a/b.

Section 15 of the National Planning Policy Statement ('NPPF') deals with 'Conserving and Enhancing the Natural Environment'. Policy 174 states:

*"Planning policies and decisions should contribute to and enhance the natural and local environment by:*

*a) protecting and enhancing valued landscapes, sites of biodiversity or geological value and soils (in a manner commensurate with their statutory status or identified quality in the development plan);"*

And:

*d) minimising impacts on and providing net gains for biodiversity, including by establishing coherent ecological networks that are more resilient to current and future pressures;"*

Neither the GSP site, or Plots 58a/b have statutory status for biodiversity, or have been identified for their quality in the development plan. It follows there is no statutory requirement to 'enhance' the site, including Plots 58a/b.

In respect of 'net gains for biodiversity'; this is not a mandatory requirement. The Environment Act 2021 received Royal Assent in November 2021; this Act legislated to introduce mandatory bio-diversity net gain into the planning system. The government has said there will be a two year implementation period following Royal Assent and secondary legislation is required to introduce this policy.

It is notable that the Local Planning Authority (Wealden District Council) considers that *"there is still too many unknowns about the shape of national legislation, our policy requirements etc"* (Chris Bending Head of Policy & Economic Development WDC pers comm) to enter meaningful dialogue relating to Biodiversity Net Gain.

Policy 180 of the NPPF states:

*"180. When determining planning applications, local planning authorities should apply the following principles:*

*a) if significant harm to biodiversity resulting from a development cannot be avoided (through locating on an alternative site with less harmful impacts), adequately mitigated, or, as a last resort, compensated for, then planning permission should be refused;"*

It can be concluded that any requirement for off-site habitat creation at Plots 58a/b in accordance with National Planning Policy would be:

- i. Only 'required' if 'significant harm to biodiversity resulted from the development of the Scheme.
- ii. Limited to compensation only;

In so far as there is significant harm to biodiversity arising from the Scheme, National Planning Policy (consistent with the underlying purpose set out in the Statement of Reasons) requires only that this is compensated for, therefore re-creation of the existing semi-improved grazed habitat with pockets of broadleaf woodland would be sufficient.

### 2.1.3 Scheme Planning Permission

The Scheme was granted planning permission (reference WD/2021/0733/MAJ on 12 November 2021), subject to conditions. Condition 8 is the only element of the permission which is relevant to the proposed compulsory purchase of Plots 58a/b. This states:

*"No development shall commence for the development hereby approved until a scheme for the enhancement of the site for biodiversity purposes have been submitted to and approved in writing by the Local Planning Authority, in accordance with:*

- Paragraph 4.2 of Water Vole and Otter Report date stamped 19 March 2021.*
- Paragraph 4.2 of Reptile Report date stamped 19 March 2021.*
- Paragraph 4.3 of Hazel Dormouse Report date stamped 19 March 2021.*
- Paragraph 4.2 of Great Crested Newt Survey Report date stamped 19 March 2021.*
- Paragraphs 4.2 and 4.3 of Breeding Bird Report date stamped 19 March 2021.*
- Paragraph 4.3.2 of Badger Survey Report date stamped 19 March 2021.*
- Paragraphs 5.3.1 - 5.3.4 of Bat Survey Report date stamped 19 March 2021."*

As set out above at 2.1.2 it is considered that there is no requirement to 'enhance' the 'site', in accordance with National Planning Policy, and moreover the 'site' as identified in planning application documents excludes Plots 58a/b.

Turning to the species reports and the requirements therein:

#### 2.1.3.1 Bat Survey Report

Paragraph 5.3.1 of the Bat Report sets out a relevant requirement as follows:

*"Replace habitat to be lost to the development footprint (see 5.3.2)"*

CLM set out their position on the habitat creation requirements attached at Appendix 2. It is clear that the Bat Survey does not require enhancement or delivery of biodiversity net gain; rather a replacement of the habitat to be lost, being semi-improved grassland.

#### 2.1.3.2 Hazel Dormouse Survey Report

This states in the recommendations:



*“The retained habitats should be enhanced to increase carrying capacity to accommodate the increase in numbers.”*

I assume this correlates to the proposal for woodland enhancement (where appropriate) at Plots 58a/b, however it is clear these are not significant requirements, and could be achieved without the use of compulsory powers, in alternative locations if necessary.

#### **2.1.3.3 Greater Crested Newt ('GCN') Survey Report**

Paragraph 4.2 of the GCN Report states (my emphasis):

*“Habitat creation in the local landscape will also be required under the licence, as well as for the planning application and to achieve biodiversity net gain. This should be **equal or greater in extent and quality to that lost**; and, should be created in offsite areas of land that are directly connected to the breeding ponds and retained areas of terrestrial habitat.”*

It is clear that the creation of an equivalent area of habitat to that lost (i.e. semi-improved grassland with small pockets of broadleaf woodland) would satisfy this condition.

## **2.2 Risk of disruption to business**

While it is not referred to in the Statement of Reasons, Ridgewood Holdings understand that the Plots 58a/b are also to be used for the translocation of inert wastes created by development of the GSP. In September 2021, the Applicant's agents told Ridgewood Holdings at a site meeting that there was a requirement to relocate soil from the GSP land to the Plots 58a/b in order to increase the height of the land by 1 metre, to create slopes to the south, and contours to avoid run-off into the water course. The Applicant was therefore considering the re-location of up to 66,000 cubic metres of soil.

Plots 58a/b is directly adjacent to the Livery Paddock Rotation and Outdoor Events field (the 'Outdoor Events Field'). These activities were originally located on the GSP land, but have had to be re-organised and moved to accommodate the Scheme. Ridgewood Holdings have undertaken this re-organisation over the last two years at considerable cost and time, and in consultation with the Applicant. This business re-location was regrettably undertaken in ignorance of the plans for the Plots 58a/b which the Applicant only disclosed in September 2021.

The translocation of large quantities of soil from the GSP land, and re-instatement across 8.3 ha of Plots 58a/b would be a major construction operation. Such a large construction site over a prolonged period would cause significant nuisance and disruption to the adjacent Outdoor Events Field and equestrian facilities (see plan at Appendix 1) and the associated businesses. The existence of a large construction site in this location (with associated dust, noise and construction movements) would have obvious impacts on outdoor events, the livery yard and equestrian centre, and has the potential to exacerbate behaviours and remove activity access for the vulnerable adults in Residential Care at Crockstead Farm care because of the noise and safety considerations of the construction traffic. Plots 58a/b are also directly adjacent Wisden Cottage, which is a family home and nursery business. Major construction works immediately adjacent a nursery would spoil its rural appeal, and potentially create child safeguarding issues.

It should be noted that the Applicant does not have planning permission for the use of the Plots 58a/b for the re-location of soil, and this use is not mentioned anywhere in the Statement of Reasons. Ridgewood Holding's concerns are that the Applicant will seek to justify compulsory acquisition of the Plots 58a/b on ecological grounds and then subsequently formally introduce the soil relocation use with all the attendant impacts on their businesses, but none of the necessary scrutiny of this use through a public inquiry. The Applicant is well aware of these concerns.

With reference to paragraph 1.3 above, had the Applicant communicated the possibility of this use to Ridgewood Holdings prior to September 2021, they would have considered the sale of the GSP land in a very different context, and may not have agreed to this, or an agreement could have been reached holistically, that mitigated these risks. Moreover the re-organisation of the businesses would have been undertaken described at 1.3 would have been undertaken very differently had this risk been identified. The failure of the Applicant to foresee the possibility of the soil translocation and associated construction at Plots 58a/b much earlier in their design plans, and/or to communicate this earlier to Ridgewood Holdings is very regrettable.

Notwithstanding their obvious concern about this outstanding and significant risk, Ridgewood Holdings contend as follows in respect of the possible re-location of soil from the GSP to Plots 58a/b:

- i. The absence of any mention of this use of Plots 58a/b in the Draft Order or Statement of Reasons means if this use was later introduced, it would be ‘Ultra Vires’, and an illegitimate use of powers.
- ii. In so far as there is a requirement for land to be used to compensate for habitat lost to the development, as contended above, this is limited to recreation of the existing semi-improved grassland, there-by obviating any requirement for the importation of sub-soil.

### 2.3 Alternatives to compulsory purchase have not been considered

The case *R(oao FCC Environment (UK) Ltd) v Secretary of State for Energy & Climate Change* [2015] EWCA Civ 55 cited three examples whwrrre compulsory purchase could not be justified in the public interest:

- i. Land proposed to be acquired may be excessive because development proposals can be constructed without needing that land to be acquired;
- ii. Acquisition of a right over the land, rather than its acquisition, might suffice
- iii. Land may be necessary for the development, but landowner may be willing to agree to sell

With reference to point ‘ii’, in so far as any off-site habitat creation is required to re-create the compensatory habitat (including of woodland for enhancement to satisfy the dormouse mitigation recommendations), compulsory purchase powers are not required because they could be achieved by the use of lesser powers than compulsory purchase (temporary possession and acquisition of rights of maintenance).

### 2.4 Alternative locations to Plots 58a/b have not been properly considered

The CPO Guidance and case law shows that the Applicant should consider Alternatives to compulsory purchase of land. The case *R (Hall) v First Secretary of State* [2007] EWCA Civ. 612 at [20 – 23] concluded:

*“when assessing whether a compulsory purchase order is necessary, fairness may require adequate consideration to be given to obvious alternatives — and this is so even if those alternatives have not been advanced by the parties. And if alternatives have been advanced by the parties, then adequate consideration must be given to those alternatives before a compulsory purchase order is confirmed”*

In so far as there is a requirement to compensate for habitat loss at the GSP, the Applicant should have considered locations which would have less impact on Ridgewood Holdings. The Plan at Appendix 3 shows the indicatively in green (labelled ‘Alternative Ecological Compensation Land’) land that would be equally as suitable for ecological mitigation / compensation at Plots 58a/b and would have significantly less impact on the businesses at Crockstead Farm.

This is arable land (like Plots 58a/b), which is ecologically connected to the GSP, and has direct road access. Plots 58a/b are in no way incorporated into the Scheme Planning Permission, which provides the Applicant flexibility as to the location of any necessary compensation habitat, subject to satisfying Planning

Condition 8. CLM conclude at Appendix 2 that there are no reasons why this alternative land could not be used.

## **2.5 Reasonable steps to acquire by agreement**

The CPO Guidance states:

*“The confirming authority will expect the acquiring authority to demonstrate that they have taken reasonable steps to acquire all of the land and rights included in the Order by agreement.”*

It is acknowledged that there is a long history of engagement by the Applicant, and indeed Ridgewood Holdings have shown their willingness to engage reasonably with the Applicant to achieve its proposals for the Scheme through the sale of the GSP.

Nevertheless, in the context that the Scheme Planning Permission does not incorporate Plots 58a/b into the Scheme, the failure of the Applicant to consider alternative locations and alternatives to the acquisition of the freehold in land (or a very long lease) that take into account the concerns and objective of Ridgewood Holdings, means that the Applicant has not reasonably sought to use compulsory purchase as a last resort. This has been exasperated by the regrettable failure to anticipate or communicate the Applicant’s full intentions for Plots 58a/b.

### 3 CONCLUSION

Case law has consistently confirmed the very high standard that must be satisfied to justify compulsory purchase, depriving a landowner of their constitutional human rights.

The case *Chesterfield Properties Plc v SSETR* (1997) 76 P&CR 117 at [130 – 131] summarises the test:

*“The Acquiring Authority must establish ‘substantial justification in the public interest’ in favour of the compulsory acquisition of land which is capable of outweighing the substantial weight which must be afforded to the constitutional right of private land ownership.”*

The case made by the Applicant for the compulsory purchase of Plots 58a/b is manifestly weak and unsustainable. The Statement of Case is confused in its understanding of the requirements of the ‘Mitigation Hierarchy’ and thereby unclear in its justification for the purpose of the acquisition. It fails to articulate how the proposed use of the land (creation of lowland wildflower meadow and scrub) is justified by or consistent with the underlying purpose of acquisition, which is to mitigate for the loss of semi-improved grassland habitat.

The location of Plots 58a/b presents a risk to the businesses at Crockstead Farm, and the livelihoods of those involved with Ridgewood Holdings.

Moreover, the Scheme could be delivered without the compulsory purchase of Plots 58a/b for the creation of lowland wildflower meadow and scrub, which amounts to unjustified ecological enhancement, and not compensation. It could be delivered consistent with the Planning Permission without the use of Plots 58a/b for habitat enhancement, with any ecological compensation (in so far as it is required) in a location more suitable at Crockstead Farm or elsewhere and secured by lesser powers or by agreement.

Yours sincerely



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