

Application by Equinor New Energy Limited for an Order granting Development Consent for the Sheringham and Dudgeon Extension Projects

Written Representations submitted jointly on behalf of Mr Clive Hay-Smith, Mr Paul Middleton and Priory Holdings Limited (refs: 20033312, 20032995 and 20033311)

Planning Inspectorate Reference: EN010109

1. These Written Representations are submitted on behalf of Mr Clive Hay-Smith, Mr Paul Middleton and Priory Holdings Limited (Our Clients) in response to the application by Equinor New Energy Limited (the Applicant) for an Order granting Development Consent for the Sheringham and Dudgeon Extension Projects (the Draft Order).
2. Our Clients are the owners and occupiers of land at Abbey Farm, Weybourne (owned by Mr Hay-Smith and farmed by Priory Holdings Limited) and Home Farm, Weybourne (owned and farmed by Mr Middleton). Their land ('the Land') is directly affected by compulsory acquisition powers sought in the Draft Order for the purposes of the Sheringham Shoal Offshore Wind Farm Extension Project ('SEP') and Dudgeon Offshore Wind Farm Extension Project ('DEP'), together the 'Projects'.

SUMMARY OF WRITTEN REPRESENTATIONS

3. Our Clients' position on matters remains as substantially set out in the Relevant Representations submitted on 14th November 2023 which are attached at Appendix 1 of these Written Representations.
4. Our Clients do not object to the principle of the Projects, being the development of off-shore wind to deliver low carbon electricity. They nevertheless object to the Draft Order and the in-built ambiguity as to the Development Scenarios, and the exceptional degree of flexibility the Applicant is seeking.
5. The Draft Order includes a provision for various distinct 'Project Development Scenarios', each with different impacts on landowners affected by compulsory acquisition. We are unpersuaded this degree of flexibility is consistent with the 'Rochdale Envelope' and conclude the Applicant does not have a clear idea how it intends to use/develop the Land and accordingly cannot demonstrate a compelling case in the public interest for the purpose of compulsory acquisition.
6. Due to the acknowledged uncertainty in future income via Contracts for Difference (CfD), the Applicant has not demonstrated that the requisite funds are in place, nor that the 'sequential construction' Development Scenarios provided for in the Draft Order are viable and reasonably likely to proceed, as required to justify compulsory acquisition.
7. The ambiguity around the final developed form of the Projects and associated flexibility sought in the Draft Order are not academic for Our Clients. The ambiguity is already having adverse impacts by creating long term uncertainty and unfairly fettering Our Clients' ability to plan and deal with their properties and farm businesses. If the sequential construction Development Scenario is consented and followed it would cause a significant adverse impact on affected agricultural businesses by extending the on-shore construction programme and period of Temporary Possession.
8. Our Client's are concerned about the ecological impact of the Projects, and seek comfort that all adverse have been considered in the Environmental Statement (ES) and mitigated. Specifically Our Client's are concerned that an important native Crayfish re-introduction project (by Norfolk Rivers Trust and Environment Agency) on the Land and elsewhere has not been accounted for in the ES and no mitigation has been developed, risking harm.
9. Heads of Terms have been offered by the Applicant to acquire rights by agreement. The terms proposed are unnecessarily onerous and seek rights over Our Clients' property materially exceeding those presented in the Draft Order and exceeding the minimum reasonably required

to develop and operate the Projects. To date therefore, the Applicant has not made reasonable efforts to acquire interests in the Land by Agreement, using compulsory purchase as a last resort.

10. Our Clients seek further clarification on certain aspects of the Draft Order and associated documents presented, justification for the Development Scenarios presented and amendments to the Draft Order by way of requirements and reasonable limitation of the Project Development Scenarios and are ready and committed to work with the Applicant and Examining Authority to secure these. Our Clients also remain committed to constructive engagement with the Applicant on a private agreement in relation to the Land.

WRITTEN REPRESENTATIONS

Background

11. The Relevant Representations attached hereto set out details of Our Clients' farm businesses and legal and practical background. In summary, Abbey Farm comprises 417 hectares of well-equipped arable land, owned by Mr Hay-Smith and farmed by Priory Holdings Limited. Mr Middleton actively farms Home Farm, Weybourne (53 hectares) as a trading partnership (MA Perkins and PB Middleton) with his late mother.
12. While the farm businesses are legally independent they are in practice strongly connected by shared operational infrastructure, farm equipment and labour. Mr Middleton is also the Farm Manager of Priory Holdings. The Farms are managed together on an arable, rotational crop system growing sugar beet and malting barley on a three year rotational cycle across this combined land holding.

Effect on Agricultural Land and Businesses

13. The Relevant Representations also set out in detail the likely impact of the Projects. In summary:

Land take and severance during construction

14. The Draft Order provides for the temporary possession and/or rights to construct the Project, directly affecting approximately 14 hectares of land at Abbey Farm and 5 hectares of land at Home Farm, both to the south of Weybourne. The purpose is for the routing of on-shore cabling and associated infrastructure for the Projects. The impact of the land take is further exasperated by severance of arable fields, which will reduce the efficiency and productive capacity of the retained, but severed land.

Farm and farm building access during construction

15. Temporary Possession plots 03-002 and 02-014 are currently used by Our Clients as essential farm accesses (as illustrated at Appendix 2). They are the only ways to access the land owned by Mr Hay-Smith and farmed by Priory Holdings Limited to the east of Station Road and the south of the A149 Sheringham Road. Specifically these are the only access routes to the farm buildings servicing the combined farming operation. Part of Plot 02-014 is a paved farm track leading from Station Road to the Farm Buildings. Plot 03-002 is a main farm track leading from the Farm Buildings to the A149, and the main access and egress for all farm vehicles and equipment to the wider combined holding.

16. Mr Middleton and Priory Holdings Limited's farming operations rely on fully integral use of common machinery (e.g. tractors, drills and combine harvester), infrastructure (e.g. grain drying and storage) and labour. The buildings comprise modern 2,000 tonne on-floor drying and grain storage building and adjacent secure farm equipment machinery storage and workshop building which serve the combined farm operations.
17. As presented the Draft DCO would prevent access to the farm buildings and have a business critical impact on farming operations and both farm businesses.
18. This issue was raised prominently in the Relevant Representations submitted by Our Clients (paragraph 22.2.3 in relation to the Access to Works Plans) and by the ExA in their first Written Questions (Q1.23.5.3). We also note that the *Duration of Construction Impacts the Applicant* offers a general assurance at Chapter 19 of the ES.

"During construction...access to severed land for farm vehicles would be maintained using agreed crossing points with landowners and occupiers. Furthermore, an ALO will be appointed to assist with the appropriate planning and timings of works to minimise disruption to agricultural activities."

Due to the exaggerated significance of this issue, Our Clients' seek a binding commitment from the Applicant, which includes detail and agreement on how shared access arrangements would be safely managed. To date no offer of such a commitment has been made by the Applicant.

19. The Draft Order seeks an exceptionally flexible approach to development. In the worst case scenario, sequential construction of the Sheringham and Dudgeon projects could take place on the Land with an aggregate duration of four years (excluding pre-construction), with an up to four year gap between start dates (with reference to Plate 4-25: Indicative Construction Programme, in Chapter 4 of the ES, Project Description). Taking into account pre-construction works, this means the Land may be subject to construction works for up to eight years or more. Moreover, due to the exceptionally long duration of compulsory powers sought by the Applicant (seven years compared to the usual 5) it is possible the Land could be fettered by construction or the prospect of construction for up to 15 years.
20. Whilst we note that a seven year period for the compulsory acquisition powers has been included in previous DCOs (e.g. Hornsea Three and Dogger Bank Teeside A and B) this needs to be robustly justified on a case by case basis. For example, in the Hornsea Three the Secretary of State agreed with this period as it agreed that the applicant in that case had a *"clear idea of how the land to be acquired would be used, has justified its reasons in seeking design flexibility for the transmission system and that the land is reasonably required in order to deliver the Development"*. In this case, (with reference to the uncertainty as to the Applicant's proposals in respect of the 'Development Scenarios') we are not persuaded that such a case has been made out.
21. Furthermore, there are examples of applications for the seven year period being rejected by the Secretary of State such as in connection with the decision to make the North London Heat and Power Generating Station Order 2017.
22. In this case there are particular concerns about the potential sequential Development Scenarios and the period of time that there could be between sequential developments being progressed which could (if the Project is not begun until 2031 (assuming the DCO is made in early 2024) which is possible given the seven year period sought for this to commence) lead to the potential

for works (and compulsory acquisition) or works being carried out until 2039 given the potential for the construction period to be eight years. In this scenario, there could be temporary access of the Land until 2040 given Article 26 of the Draft Order would authorise temporary possession until one year after the date of completion of the relevant part of the authorised project.

Ecology and Biodiversity

23. Our Clients echo the concerns of the Environment Agency regards the vulnerability of native White Clawed Crayfish (WCC) and the risk of the spread of Signal Crayfish, facilitated by the construction of the Projects. WCC will be reintroduced to a chalk stream to the west of Station Road on Mr Hay-Smith's holding at Abbey Farm (the Chalk Stream) in May 2024 (delayed from November 2022). This is part of a re-introduction scheme initiated by the Environment Agency and Norfolk Rivers Trust (the WCC Reintroduction Scheme).

24. We have reviewed Chapter 20 of the ES 'Onshore Ecology and Ornithology' and its Appendix 20.9 'White Clawed Crayfish Survey Report'. Our Clients note that the surveys informing the ES and mitigation measures were undertaken in 2021 and that surveys did not include the Chalk Stream. Our Clients have grave concerns that the Projects have not accounted for the WCC Reintroduction Scheme at all in the ES or their construction plan, and there is significant risk of harm to re-introduced WCC and risk to the over-all success of the WCC Reintroduction Scheme. Specifically we note in the Conclusion to Appendix 20.9 the Applicant states as follows:

"No further surveys for WCC are expected to be necessary, given the commitment to adopt HDD beneath all of the surveyed watercourses. All other (non-surveyed) watercourses within the DCO boundary are considered unsuitable for WCC and so there is no requirement for HDD beneath them to mitigate risks to WCC." (p.21)

25. Our Clients conclude from this that the ES does not account for the presence of reintroduced WCC in the Chalk Stream, and potentially other locations where WCC have been introduced by the WCC Reintroduction Scheme.

26. The Chalk Stream has already been affected by invasive ground investigation surveys by the Applicant in July 2022.

27. Our Clients therefore seek assurances as follows:

- i. That the Environment Agency's 'Check, Clean, Dry' measure has been adopted by the Applicant?
- ii. That this approach was used when undertaking the July 2022 survey on Our Clients' land?
- iii. That the Applicant will have regard to the likely presence of WCC in new watercourse locations following the WCC Reintroduction Scheme, and that their construction of the Projects will be designed to mitigate the risk of any harm to WCC in these locations.
- iv. The Applicant provide evidence and actual examples where HDD has been used successfully to construct cable routes under sensitive watercourses.

28. Our Clients are also concerned about the powers contained in Article 34 of the Draft DCO to fell or lop trees and remove hedgerows (including cutting back the roots of trees or shrubs). This

power would extend not only to trees or shrubs within or overhanging land within the Order limits but also simply “near to any part of the authorised project”. The Land is sensitive in an AONB, and Our Clients consider this power is unnecessarily broad.

29. Our Clients are generally concerned about the prospect of the wider ranging powers sought in Article 34 and the Other Associated Works (see paragraph 32 below) to interfere with the management of their farms for ecology and biodiversity, and to fetter their ability to enter into Environmental Management Schemes, and/or contracts including positive covenants for environmental management associated with Biodiversity Net Gain.

Long Term Impacts

30. Our Clients are concerned with the long term impact of construction activities on soil structure and the agricultural productivity of the Land. Reinstatement is addressed in the ES. Nationally Significant Infrastructure Project EIA’s routinely assume reinstatement best practice is followed; in practice they frequently are not. Due to compaction, disturbance of the soil structure, scarcity of top-soil at re-instatement and the proximity of buried infrastructure there is routinely a permanent reduction in soil fertility and productivity. These risks are exasperated by the prospect of the exceptional programme duration and double disturbance associated with sequential delivery of the Projects.
31. To give a direct example, there are significant unresolved legacy land drainage issues still experienced by Our Clients since the initial construction of the original (and now to-be-extended) offshore wind farm in 2009/10.
32. Our Clients are also concerned by the very wide drafting of ‘Other Associated Works’ in the Draft DCO, and the expectation that these matters will be deferred to the detailed design stage. It raises the prospect of permanent infrastructure blighting the Land in the long term, for which currently there are no details on which environmental impacts can be accurately assessed and considered during the Examination. ‘Further Associated Development’ is defined in the Draft DCO as:

“comprising such other works as may be necessary or expedient for the purposes of or in connection with the relevant part of the authorised development and which fall within the scope of the work assessed by the environmental statement, including—

(a) ramps, means of access and footpaths;

(b) bunds, embankments, swales, landscaping, fencing and boundary treatments;

(c) habitat creation;

(d) jointing bays, link boxes, cable ducts, cable protection, joint protection, manholes, marker posts, underground cable markers, tiles and tape, lighting and other works associated with cable laying;

(e) works for the provision of apparatus including cabling, water and electricity supply works, foul drainage provision, surface water management systems and culverting ;

(f) works to alter the position of apparatus, including mains, sewers, drains, cables and pipes;

(g) works to alter the course of, or otherwise interfere with, non-navigable rivers, streams or watercourses;

(h) landscaping and other works to investigate, ascertain or mitigate any adverse effects of the construction, maintenance or operation of the authorised project;

(i) works for the benefit or protection of land affected by the authorised project; and

(j) working sites in connection with the construction of the authorised project, construction lay down areas and compounds, storage compounds and their restoration.”

Business Uncertainty

33. The risk of significant impacts as set out above not only creates operational uncertainty for Our Clients’ farming operations but also would have a direct and negative impact on the financial viability of the individual and combined farming operations. Mr Middleton is 59 years old and Mr Hay-Smith is 65 years old and the blight of uncertainty around the timing and long-term impact of the Projects directly impacts on Our Clients’ ability to undertake management and succession planning and diversification including the sale or tenancy of their respective farming enterprises.

Development Scenarios and the Rochdale Envelope

34. The Draft DCO sets out the Development Scenarios in the ‘Scenarios Statement’ (Document Reference 9.28).
35. There are in total seven different Development Scenarios. These can be broadly categorised as follows:
- In isolation – where only SEP or DEP is constructed;
 - Concurrent – where SEP and DEP are both constructed at the same time; or
 - Sequential – where SEP and DEP are both constructed in a phased approach with either SEP or DEP being constructed first.

There are material differences between these scenarios with direct and significant consequences for affected landowners, most obviously the duration of temporary access for concurrent vs Sequential working for the Projects.

36. We acknowledge the Applicant’s rationale for seeking this flexibility due to commercial uncertainty linked to the administration of the CfD rules). Nevertheless it is for the Applicant to demonstrate that the development applied for is consistent with (i) the Rochdale Envelope rules and (ii) S.122 of the Planning Act 2008 (that there is a compelling case in the public interest for the land to be acquired compulsorily).
37. As noted at paragraph 32 above, the Draft DCO also seeks significant flexibility relating to ‘Further Associated Development’.

Rochdale Envelope

38. In respect of the Rochdale Envelope, we note the following:

- The flexibility sought is in a different order of magnitude to the examples provided in Advice Note 9; Rochdale Envelope. The examples in the Advice Note relate to variations around the detail of a development e.g. ranges for number of wind turbines, or min/max heights. The Draft DCO seeks fundamental flexibility in the nature of the development; whether an integrated or two separate projects will be developed, and if both, whether construction will be concurrent or sequential.
 - There are multiple options/variations in Development Scenarios and it is frankly difficult to follow the nuanced differences between them. It follows that assessing the environmental impact of the different scenarios is also challenging.
 - It is not possible to assess the environmental impact of the 'Further Associated Development' (see paragraph 32) on Our Clients' Land, due to the lack of specific detail provided in the Draft DCO.
 - Chapter 4 of the submitted ES sets out that the latest that the construction of the Project may begin is by 2028. However, both the powers of compulsory acquisition sought and the proposed deadline for the commencement of the Project (in Schedule 2 Part 1 of the Draft Order) includes a seven year period. This means that the latest that the construction could actually begin (assuming the DCO is made in early 2024) would be 2031. It is not clear to us that this date has been used to inform the assessment of the Project in the ES or the cumulative assessment of the Project.
 - For the reasons above, it is Our Clients' position that the assessment presented is not based on a cautious "worst case" scenario approach (particularly in relation to the potential impacts on agriculture and land use) and that as a result we are not persuaded that the ExA have sufficient information to assess the likely significant effects of the Project on the environment.
 - The Application has provided evidence of 'Precedent' however none of the examples quoted appear to exhibit such a fundamental difference in the nature of the development, nor such significant implications for the use of compulsory acquisition for affected parties.
39. We find it difficult to avoid the conclusion that Development Scenario 1 (iii) (non-integrated, sequential construction) is actually development of two separate Projects, for which two separate applications for Development Consent should more properly be made.

Compulsory acquisition – Clear idea of use of land

40. S.122 of the Planning Act 2008 makes compulsory acquisition conditional on there being a compelling case in the public interest.
41. DCLG Guidance: Planning Act 2008 Guidance related to procedures for the compulsory acquisition of land ('CA Guidance') sets out the relevant tests. It states at Paragraph 9:
- "The applicant must have a clear idea of how they intend to use the land which it is proposed to acquire."*
42. The Applicant does not have a clear idea of how they intend to use the Land which is proposed to acquire. The Applicant is uncertain as to how the Land will be used, for which there are various significantly different scenarios as described above.

43. Significantly, the determining factors relevant to the use of the Land and the eventual Development Scenario which will apply are numerous, and largely outside the Applicant's control as they acknowledge:

"It should be noted that the construction programme is dependent on numerous factors including consent timeframes and funding mechanisms." (Scenarios Statement' Document Reference 9.28).

44. The uncertainty over the Applicant's use of the land is not academic; it has tangible consequences for Our Clients due to different working and easement widths, and crucially a significantly extended programme and period of Temporary Possession if the projects are constructed sequentially. With an additional two year construction programme, and potentially four years between sequential project start dates, this gives an additional four years which the Land may be affected in the sequential construction scenario.

Compulsory acquisition – funding and deliverability

45. CA Guidance sets a further test for compulsory acquisition at paragraph 9:

"They should also be able to demonstrate that there is a reasonable prospect of the requisite funds for acquisition becoming available."

46. The recent Compulsory Purchase Decision in The London Borough of Barking and Dagenham Council (Vicarage Field and surrounding land) Compulsory Purchase Order 2021 (4th October 2022) is also relevant. The Inspector considered whether a compelling case in the public interest could be demonstrated, concluding there was not due principally to doubts about funding and deliverability within a reasonable time-scale:

"373. Consequently, because I cannot conclude that the scheme is financially viable, I cannot be confident that there is a reasonable prospect that the scheme will proceed at this time, or that the necessary resources are likely to be made available within a reasonable time scale...."

374. This makes it difficult to show conclusively that the compulsory acquisition of the land included in the order is justified in the public interest at this time, as detailed by CPO Guidance"

47. While the enabling legislation for the Barking case is different to that for the Draft DCO (S.226 of Town and Country Planning Act 1990) the same test that the Applicant needs to demonstrate a 'compelling case in the public interest' applies.
48. The Draft DCO Funding Statement and the Scenarios Statement appear to present a contradictory picture as to the available sources of funding for the Projects, and the conditionality around commitment of the Project owners and Applicant to fund the different scenarios. This is curious as both documents were prepared in August 2022 and might be expected to show greater consistency.
49. The Funding Statement makes no reference at all to the significance of CfD and 'Anticipatory Investment', or to commercial viability, the omission of which is stark at paragraph 31, where these would seem to be directly relevant:

“The Applicant has assessed the commercial viability of SEP and DEP in light of the development scenarios set out above and is confident that SEP and DEP will be commercially viable based on the reasonable assumption that the projects receive the key consents they require, including the DCO, and a FID is taken for each project, indicating the final unconditional decisions of the shareholders to invest in the construction of SEP and DEP respectively and associated infrastructure.” (paragraph 31)

And:

“The projects are well-resourced financially and there is no reason to believe that, if the DCO is made, SEP and DEP will not proceed.” (paragraph 44)

50. The Scenarios Statement is far more circumspect:

“66. As the current CfD regulations do not allow for shared or dependent bids, there is no mechanism to ensure both projects may be awarded a CfD in the same allocation round. This disincentivises offshore wind developers from taking on additional development risks which may put them at a competitive disadvantage due to factors such as cost and timescale. In particular, the risk for offshore wind developers in making anticipatory investment in offshore transmission infrastructure to support the later connection of other offshore development(s).

67. As SEP and DEP are owned by two different legal entities, SEL and DEL, each owned by separate joint venture partnerships, the delivery of the integrated transmission system if developed sequentially would require pre-investment by one entity early and at risk. The commercial risk of doing so without assurance that the other project will definitely proceed is not acceptable to the owners of the projects.”

51. We infer the uncertainties around future CfD income is the reason the Applicant is seeking a seven year period to take possession of land under compulsory acquisition, compared to the five years prescribed in Regulation 6(1) of the Infrastructure Planning (Interested Parties and Miscellaneous Prescribed Provisions) Regulations 2015.
52. We further note that the Funding Statement states the current cost estimate for SEP and DEP is approximately £2-4 billion. This is a very substantial range and we infer at least in part speaks to widely differing costs according to which Development Scenario applies.
53. In summary, it is clear from the ‘Scenarios Statement’ that the Applicant and owners of the Projects are not sufficiently confident to proceed without the assurance of CfD income, which, as is acknowledged, is not certain to be approved. The Scenarios Statement acknowledges the risk that in the ‘sequential construction’ scenario, there is no assurance the second project will proceed. In the sequential construction scenario it is reasonable to conclude that the risk of not obtaining CfD finance would be accompanied by a high risk of project costs being significantly higher.
54. In the circumstances we are unpersuaded that it is reasonably likely the second project would be delivered within a reasonable time frame in the ‘sequential construction’ scenario. This uncertainty, and the impacts of sequential construction described above, unreasonably prejudices the business and property of Affected Parties including Our Clients.

55. The Barking decision is relevant, and we consider there is not a compelling case in the public interest to:

- (i) Authorise compulsory purchase powers which are exercisable after five years.
- (ii) Authorise compulsory purchase powers for any 'sequential construction' scenario.

Compulsory Acquisition – reasonable efforts to reach agreement by negotiation

56. CA Guidance states:

"Applicants should seek to acquire land by negotiation wherever practicable. As a general rule, authority to acquire land compulsorily should only be sought as part of an order granting development consent if attempts to acquire by agreement fail." (paragraph 25)

57. Case law and other guidance confirms that such efforts should be reasonable.

58. While the Applicant has issued Heads of Terms (HOTs) for an agreement, Our Clients do not consider the terms to be reasonable because they require even more onerous and restrictive rights to be created than provided for in the Draft DCO, and over a much larger area of Our Clients' Land than the Order Limits (described in the HOTs as the 'Grantor's Property').

59. Examples of onerous obligations over the Grantor's Property in the HOTs include requirements to:

- Enter into unspecified wayleave and easements to divert utilities as required by the development.
- Seek the Grantee's consent before routine property management decisions, including disposing of any interest in the Grantor's Property (not just in the Order Limits), opting to tax, taking out a secured loan, planting trees or hedges or undertaking any 'development'.

60. Our Client is committed to constructive engagement with the Applicant to seek to agree terms by negotiation, however to date and in light of the onerous HOTs presented, do not consider the Applicant has made reasonable efforts to acquire the rights it seeks in the Land by agreement.

61. Moreover we are not aware of the Applicant making any provision for use of Alternative Dispute Resolution (ADR) techniques. The CA Guidance states:

"In the interests of speed and fostering good will, applicants are urged to consider offering full access to alternative dispute resolution techniques for those with concerns about the compulsory acquisition of their land. These should involve a suitably qualified independent third party and should be available throughout the whole of the compulsory acquisition process, from the planning and preparation stage to agreeing the compensation payable for the acquired properties." (paragraph 27)

62. We note in the Barking decision, the Inspector analysed whether the applicant in that case had followed the specific recommendations of compulsory purchase guidance when considering if reasonable efforts had been made to use compulsory purchase as a last resort. The applicant's failure to follow guidance in that case was a significant contributing factor in the CPO application being rejected.

63. We conclude the Applicant's failure to follow guidance and offer ADR throughout the planning process is a relevant consideration as to whether reasonable efforts have been made to use compulsory acquisition as a last resort. We would encourage the Applicant to offer ADR in order to overcome any difficulties.

CONCLUSION

64. Our Clients do not object to the principle of the Projects, or indeed the principle of acquisition of rights in their Land on reasonable and proportionate terms.
65. For the reasons set out above, Our Clients consider that there is not a compelling case in the public interest to authorise compulsory acquisition of their land in accordance with the Draft DCO.
66. Our Clients require further clarification as to the proposed approach the Applicant envisages to access the Land (particularly in terms of whether this would be exclusive access or shared with the current and future farming operations on the Land), greater precision as to the precise rights that are sought in relation to the Land, confirmation of the relevance and significance of the terms "Construction Access" and "Early Works Access" on the Access to Works Plan and further justification as to the powers sought under Article 34 with regard to felling/lopping trees and removal of hedgerows (including outside of the Order Limits).
67. Our Clients seek the following amendments to the Draft Order:
- I. Amendment to the development to exclude the 'sequential construction' Development Scenario; and / or
 - II. Limiting the period for the exercise of compulsory purchase powers to the statutory five years set out in the Infrastructure Planning (Interested Parties and Miscellaneous Prescribed Provisions) Regulations 2015. There is no reasonable justification for a 7 year period to exercise powers, which is driven by commercial uncertainty that the second project would proceed in the 'sequential construction' scenario.
 - III. Preparation of a Site Specific Plan, which defines the location and type of 'Further Associated Development' as it affects Our Clients' Land, and also any trees or hedgerows outside Order Limits which may need to be felled. If it is not reasonably possible to identify all the details of Further Associated Development, then as a minimum the Applicant should prepare comprehensive guiding principles as to location and construction of Further Associated Development, and which is reasonably designed to minimise the impact on Our Clients' Land.
 - IV. A requirement to replace any building, structure, drain or electric line removed during temporary possession of land added to Article 26.
 - V. Requirement 17 in the Draft Order to be updated to include details of maintenance and management (including funding arrangements for this) of drainage relating to the land affected by the cable routes during the operational phase and a requirement for the Undertaker to maintain and manage the operational drainage plan as approved.