

CAH1_29 March_PT2

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00:00:05:03 - 00:00:21:09

Welcome back, everybody. We're starting just a minute late. The time now is 11:36 a.m. and I'm resuming session two of the compulsory acquisition hearing. Everyone who wishes to join online, are they back online?

00:00:24:15 - 00:00:26:02

Yeah. Okay.

00:00:27:15 - 00:00:28:06

Um,

00:00:30:02 - 00:01:02:07

right. So we'll move on to agenda item seven, where I just want to check the robustness. Of some of the application material in the examination. So for agenda item seven one. Applicant please. Can you confirm if all the plots listed in the statutory Undertaker negotiations document Open Space agreement document plots for Crown consent and compulsory acquisition schedule document cover All the plots included in the book of reference and plots for which compulsory acquisition and temporary possession is sought.

00:01:04:02 - 00:01:42:22

Simon Hinchcliffe on behalf of the applicant. So on the applicant's behalf, we've reviews, reviewed all of the plots set out within the documents listed as well as the plots associated to the Crown consents and the statutory undertakers documents. Library reference 1053 and the Open Space Agreements Updates 1054. We confirm that all the necessary plots have been included. In respect to the crown plots, we confirm that these have been accurately set out within each of the Section 135 consent letters that have been issued to the relevant bodies in the compulsory acquisition schedule 1040.

00:01:42:28 - 00:02:13:01

I can make the following comments. Um, negotiations are not ongoing in respect of unregistered plots where no interest has come forward declaring or proving ownership. These plots are therefore not being included in the schedule. Okay, What we'll do, we'll update the explanatory text at the beginning of the document just to confirm that, um, I think the latest, the next version will be submitted at deadline three. Okay. Uh, plot 13 016 was missing from the schedule. This, of course, needs adding to the relevant interest, but can confirm it is an interest who has returned.

00:02:13:03 - 00:02:14:07

Signed heads of terms.

00:02:16:00 - 00:02:17:07

Signed up to heads of terms.

00:02:17:09 - 00:02:17:24

Okay.

00:02:17:26 - 00:02:50:01

Um. Plots. 23 024 and 23 025 are missing in error. They will also be added to the schedule for the next submission. Um, the plots are associated to a construction access, and given the temporary nature and type of use, we've agreed with that landowner that will see to agree a voluntary license agreement formalising the use close to the time of the plots are directly affected. A plot 39 043 is missing an error and it will be added to the schedule for the next submission. It relates to land falling within National Grid's ownership with whom the applicant is engaging.

00:02:50:14 - 00:02:57:12

National grid of advise that they're going to be providing terms for the negotiation to the applicant in due course and it's hoped that agreement will be reached for that plot.

00:02:58:08 - 00:03:16:26

That's great. That's really, really helpful actually. And so then with all of these plots added and also including all the unregistered plots where you've not had any interest returned, um, you will then have in those four documents all the plots that you're seeking, compulsory acquisition and temporary possession.

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SIMON On behalf of the applicant, that is correct, yes.

00:03:19:16 - 00:03:20:01

Okay.

00:03:20:03 - 00:03:39:25

Thank you very much. That's really helpful. If there are no questions from the floor, nothing from my colleagues, then I'll move on. Okay. For agenda item seven two. Um. Can you confirm if there are any duplicate plot numbers in the four documents that I've listed when compared with the book of reference?

00:03:42:02 - 00:04:15:23

Simon Hinchcliffe on behalf of the applicant. So in respect of duplicate plots within each of the documents referred to, starting with the statutory undertakers negotiations, this document correctly includes lots of duplicate plots for which there are two types. The first is where multiple utilities run through various individual plots. So one example being plot 34 004 as the main road at SOAK, it has a water, gas, electricity and telecommunications equipment running through it. Therefore, each of those are operated by separate statutory undertakers and that plot will appear four times in the document.

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Okay. The second is where the same statutory undertaker is listed against a plot twice. Firstly, in respect of rights granted under section 127 of the Planning Act and the sequel in respect of 13138 of the same act.

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Just repeat that second point for me that you've just said.

00:04:31:06 - 00:04:46:29

So the second scenario where there are duplicates is where this is firstly listed in respect of rights granted under Section 127 of the Planning Act and the secondly, it's in respect of apparatus, which is under section 138 of the same act.

00:04:47:01 - 00:04:48:03

Understood. Okay.

00:04:48:14 - 00:04:53:15

And we're not aware of any other duplications within the document that falls outside of those those two scenarios.

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Okay. And you've checked for that? Yeah.

00:04:55:24 - 00:04:57:09

Okay. That's brilliant. Thank you.

00:04:57:18 - 00:05:03:08

And the Open Space Agreement document, There are eight examples of duplicate plots. You want me to list them or I

00:05:05:08 - 00:05:05:29

can read them out to you.

00:05:06:01 - 00:05:06:27

Like, do you know.

00:05:07:06 - 00:05:16:21

What will be helpful is if you could maybe list them in your summary hearing summary of your case. If you can just list them in that.

00:05:16:23 - 00:05:17:17

That'd be great. Okay.

00:05:18:04 - 00:05:42:08

Um, well, in all the cases for those duplicated plots, negotiations are taking place with the owners of the land, and the duplications are result of either those with a leasehold interest or those with rights in the open space plots being included in the document. The commentary against those respective leasehold and rights interests confirms that the rights in respect of those plots are captured in the negotiations with the owners of the land.

00:05:43:11 - 00:05:51:16

Sorry. So explain to me why they would need to be in duplicate, because you're looking at leasehold as well as rights.

00:05:51:18 - 00:05:52:03

Yeah.

00:05:52:05 - 00:06:09:13

So the request for that document was that we included all interests within it that affected by the open space plots. But the negotiations are only taking place with the owners as the ones that grant the rights and therefore there's no negotiations taking place with the with the leasehold interest or those for rights because they'd be protected under that voluntary agreement.

00:06:09:23 - 00:06:15:13

Fine. Okay. Thank you. Um, anything else? Yes.

00:06:15:23 - 00:06:54:06

So plots for the crown consent duplications there. There's Crown Land and the Ministry of Defence in plots 1002 and 003. It's not an error. It's a duplication as a result of the MoD's right of way being picked up within the same title over which the Crown also enjoy rights. There's DEFRA and the Forestry Commission with various plots. Defa is the parent company, sorry, parent department of the Forestry Commission, and that's why there's overlap there. Okay. And then with the Ministry of Defence, again, two plots, 30 509 and zero ten similar to some statutory undertaking negotiation duplications, they're a result of separate listings for rights and operators.

00:06:56:15 - 00:07:28:27

Um, moving on to the compulsory acquisition schedule. There's a number of plots listed against Norfolk County Council that require removal. There's only plots 17 001 that's relevant to the voluntary agreement negotiations. All of the others have been left in error and relate to the Council's interest in either highways or public footpaths, for which we're not in negotiations for voluntary agreements. Okay. Um, so as of the beginning of that document, Category two interests and highways, plots under which those plots will be categorised and not included, and they'll therefore be removed.

00:07:28:29 - 00:08:01:27

Okay. Um, plots. 01002003 and zero. 13 003 duplicated as there is an overlapping land registry title. Okay, so belt and braces approach. We've included it within both agreements and that will be thrashed out when it comes to the due diligence at option agreement stage. Um, there are then various plots are duplicated where um, someone who is a tenant interest against one pass will be negotiated with another landowner also owns land on the scheme.

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C So to avoid the complicate or the ambiguity there, those will be removed from the tenant interest.

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That'd be good. Yeah.

00:08:09:19 - 00:08:40:06

Um. 13 006 is included in error against one of the interest in that duplication is going to be removed. Um. 24 006 and 24 007 are duplicates, but they are correct. The two the two plots are as a result of shared ownership with one land owning several plots in their own name, but also owning another plot with shared ownership with another interest. So that's why there's a duplication there. And then there's plot 39 040, which is duplicated in error, which is against network rail that will be removed.

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And that is all that was really thorough.

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Thank you very much. Um, if there are any concerns from any parties.

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Any further questions?

00:08:55:22 - 00:08:56:12

Okay.

00:08:56:27 - 00:09:07:01

Good. I can move on to agenda item seven three. Um, if have you identified any Bon Iver Kante plots?

00:09:07:29 - 00:09:10:02

Simon Hinchcliffe for the applicant? No, we haven't.

00:09:14:01 - 00:09:14:23

Um.

00:09:17:25 - 00:09:19:01

Yeah. This next.

00:09:19:03 - 00:09:23:06

The next point. Uh, seven four.

00:09:26:04 - 00:09:27:05

Yes. Just

00:09:29:21 - 00:09:34:28

the question was about the legibility of some of the material. Table one in the Book of reference.

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Where you've identified categories. Categories of new rights and restrictive covenants.

00:09:44:27 - 00:10:02:03

Um whether this table you just if you if just by providing titles and summaries of the categories if it's possible to do that, whether that might improve legibility and cross-referencing with table 11 one in the statement of reasons.

00:10:04:21 - 00:10:31:29

I'm Simon Hinchcliffe. On behalf of the applicant. So yes, we've considered the proposed improvements and it's agreed that there's a clear benefit in doing so just to make cross-referencing easier. So what we will do with the next version of the book of reference at deadline three is show the description of each rights as set out in table 11. One of the statements of reasons We're also going to want to take a review of those descriptions as well, just to make sure everything is as clear as can be. Okay.

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And then you'll cross reference ID? Yes.

00:10:34:00 - 00:10:35:02

Right. Okay.

00:10:35:04 - 00:10:39:02

I think that will help us greatly. So this is for deadline three. That's fine.

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Um, yeah, My next question was, um.

00:10:49:23 - 00:11:27:00

If you can effectively use the status of statutory undertakers negotiation table a bit more effectively. And I've made some suggestions in the agenda item how that might be done, but you could include

things like progress timescales in relation to the examination, highlighting areas of disagreement, if there are any, and status and key and basically a status key on the likelihood of reaching agreement before the close of the examination. So it would be good to have your comments on that. But one thing that I did not include in the agenda was to just suggest the progress with protective provisions, if any, are relevant.

00:11:27:05 - 00:11:34:13

Um, and any other aspects of the that are that are still being negotiated or under discussion.

00:11:36:28 - 00:11:38:02

And Laura Fuller.

00:11:38:04 - 00:12:10:27

For the applicant. Yes. So we have been looking, obviously, as part of the preparation for this at the statutory undertakers position statement, which includes the table. We obviously did add some additional items to that previously to try and assess. But obviously we acknowledge there are some other other things that we can do. So just in terms of a status key, we will do something similar to what is shown in the compulsory acquisition schedule.

00:12:11:15 - 00:12:42:23

So that would have some color coding. So my suggestion, it won't obviously be exactly the same, but there would be green and that would pick up things. For example, where there have there has not been a representation made and that those undertakers would rely on the standard provisions in part one of Schedule 14, or where they may have made a representation. And the bespoke protective provisions and negotiations has got to a point where they are agreed that would turn it green.

00:12:44:03 - 00:13:25:22

And then similarly, another green item would be, for example, representation has been made to sort of to register an interest, but they're not. I suppose it's a similar to one. They may have made the representation, but they're not seeking bespoke protect provision that they would rely on the standard ones in part one or part two. Okay. Depending on the nature of the undertaking. So that would turn those items to green. Okay. As basically demonstrating that those are covered under the under the DCO and they're not, you know, that we sort of reached the end of the process there with regards to those that are going to take us for for whatever reason.

00:13:26:13 - 00:14:02:05

And then you would have something like yellow, which would be they may have submitted a representation, but not not in the term of an objection as such. And then that would also identify and I'll put all this obviously in the key, but, you know, there would be protected provisions or other agreements under negotiation, but we anticipate agreement likely to be reached. Similarly with Amber, I think we would make a slight distinction between it would be very much the same as yellow, but amber would be where the representation may have been expressed more in the terms of what I would consider an objection, objection to the use of the compulsory acquisition powers.

00:14:02:16 - 00:14:31:00

But similarly, it would still represent where we considered likely that we would be likely to reach agreement during examination. Red, which I'm pleased to say that currently we have none of those would be where there is a representation objection that we are in negotiations, but that would be the flag, at which point we would be saying that's a possibility. That agreement might not be reached during its emanation. So we will update the the position statement with that key and colour code it.

00:14:33:12 - 00:14:56:29

I did wonder whether it might be helpful just in terms of it was helpful for my preparation, whether we've already identified the nature of undertaking, but what might be more straightforward is if actually you group the statutory undertakers together. So we have like water and drainage authorities, the electricity gas, so you would have them sort of listed under heading and together. Um.

00:14:58:21 - 00:15:05:20

Let's switch back to my other notes. Um. To remind myself what the other points were that you had asked for.

00:15:05:23 - 00:15:07:11

Time scales is one of the key ones.

00:15:07:16 - 00:15:08:21

So time scales.

00:15:10:07 - 00:15:46:00

Obviously, this is a difficult one because the aim is that we will reach agreement with all the parties that we are negotiating with by the you know, the ultimate timescale is during examination and by the end of the examination. I think there is a slight overlap here with those under item, but the implications of what happens if you don't reach that. So I'll leave that. For later on. Yeah, but we also appreciate that there does come a point where. Yourselves as the examining authority would need to understand that.

00:15:46:09 - 00:15:52:08

We might not reach agreement. And of course, that's why you would have the red color coding.

00:15:53:23 - 00:16:40:18

At this point, it's far too early in most of the negotiations really to go into to to big detail about the areas of disagreement. Um, partly because that could be counterproductive to where we are in those discussions with each of the statutory undertakers. Um, but we would suggest that having had a look at the timetable, that deadline five, which is think it's the 13th of June, it's just prior to when there may be further hearings, if you consider them necessary, that at that point it would probably be useful if we would update as to whether we think there's any statutory undertakers that we may not reach agreement with by the end of the examination.

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Just bear with me one second. I'm looking at the.

00:16:44:06 - 00:16:45:12

Timetable as well.

00:16:59:23 - 00:17:04:11

And so I think at that point, that is when we would highlight what those key areas of of.

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3 million would be to give.

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You that, um, well heads up, so to speak.

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The issue with that is that if you were to give us a heads up and that leads, then those matters will we will not have an opportunity to bring them into examination. And if there was any opportunity to do that in order to.

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Progress.

00:17:28:15 - 00:17:53:24

Those negotiations are probably lost by then. Um, I'm just looking at if we were to have the hearings in June, um, then our notification would have to go out quite a bit earlier than the 13th of June. So is it at all possible to have rather than deadline five to have that information by deadline for.

00:17:58:04 - 00:17:59:26

Which is the 16th of May.

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Laura Fuller for the applicant mean that that is potentially possible that we could give an indication then it's that is like a whole month earlier. So there is quite an opportunity there for things to have moved on. Um, obviously there's not a nice deadline that sits comfortably at the, the end of May, which would think be the appropriate point. Um, I mean.

00:18:33:11 - 00:18:59:03

But I think the benefit of doing it a deadline for even though it is not at the most convenient point, is that if there are matters that need to be explored further in examination, then we will have the opportunity of doing that through third written questions as well as in in a hearing if we decide to hold the third round of hearings. So. So there is quite a few benefits of having that indication by deadline for.

00:19:01:02 - 00:19:39:26

Laura Kaplan. Yes, ma'am. Mean, we can certainly attempt to do so. I think the only point I would highlight there is that obviously these are ongoing negotiations. It might not be clear necessarily at deadline for that. We don't think just because it's you know, we've still got a fair amount of time left before closer examination in mid-July. So we would do our best and obviously flag anything that we really that was a particular concern, but obviously can't guarantee that that something else in terms of being an ongoing negotiation may not come up slightly later in the in the program.

00:19:40:07 - 00:20:11:09

That's fine. That's fine. I think one thing that I would just say that might help is if. This document is something that you could prepare, um, in consultation with those parties so that if there is that point where you don't have clarity on agreement or disagreement, then you know, it's, um, both parties are aware of what you're putting into examination and is agreed between parties.

00:20:12:15 - 00:20:34:26

But Laura. Philip, the applicant. Yes, I agree that that is the way and is certainly how we have been approaching discussions and negotiations in terms of making sure we are speaking regularly to those such undertakings and agreeing so far as we can what we are, you know, saying in advance. So we will continue that approach.

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Great. Okay.

00:20:36:25 - 00:20:46:17

Okay. So if I've understood it correctly, you will try for deadline for, but it's likely that you will not be able to give us a very full picture on all those matters at that point.

00:20:47:25 - 00:20:51:02

Laura for the applicant. Yes, madam. Think that's a fair summary? Fine.

00:20:51:04 - 00:21:01:03

Okay. Right. Think that covers everything in agenda item seven. So unless the applicant has anything further to add. Are there any questions from the floor?

00:21:03:03 - 00:21:08:05

No. Okay. I will hand over to Mr. Rennie for agenda items. Eight onwards.

00:21:10:15 - 00:21:41:03

Okay. First of all, for agenda item eight, we're looking for an update on National Trust land. Um, firstly, a few questions for the applicants for their perspective. National Trust in their deadline. One representations states that they are not able to withdraw their objection until such time as the option, agreement and deed of easement has been both signed. Can you provide us with an update on negotiations with National Trust towards this agreement with anticipated timescales?

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To Nashville for the applicant. So in terms.

00:21:46:05 - 00:22:18:24

Of those land negotiations, those discussions are ongoing. And we're aware that National Trust have confirmed that the land in question is inalienable and. There are some discussions ongoing in terms of what the implications of that are and the term or not. Um, that's required in relation to the easement that is being sought by the applicant. Um, it's obviously very much hoped that a voluntary agreement with National Trust can be reached.

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Um, we submitted a statement of common Ground with the National Trust at Deadline two, which set out at the timescales which the applicant and the National Trust are working towards. So we're looking to get draft heads of terms agreed in the spring of this year with the draft option agreement to be signed in June. Um, and a sort of sorry, the draft option agreement in June and then a signed option agreement sort of by the summer, say by the close of examination. And we're not aware of any reasons why those timescales won't be met at this stage.

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Obviously it is subject to ongoing discussions there with the National Trust.

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Is there any particular issues or disagreements? At this stage from your perspective?

00:23:05:12 - 00:23:38:11

Think one of the points we're discussing, discussing, as mentioned, is whether the rights the applicant is seeking can be granted by the National Trust in perpetuity or whether it's necessary due to the constraints associated with inalienable land that those rights need to be granted on a termed basis. Um, it's the applicant's view that Section 12 of the National Trust's Act 1939 does give the National Trust the ability to grant that easement in perpetuity. But think we've acknowledged that further discussion with the National Trust is required on this point.

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Okay. There are also just some some other points within the heads of terms that are still being discussed, but it's hoped that those will be resolved shortly.

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And if keeping yourself as representative of the National Trust and same questions really about your perspective on the negotiations and timescales and any particular issue that you can see at this time.

00:24:09:04 - 00:24:34:04

Andrew Dawson on behalf of the National Trust. I think that's a fair reflection of where we are at. The main issue does seem to be around the term for the easement. It is correct we can grant easements in perpetuity. It's not a sort of the standard position, though. And our position in this instance is that we're looking at

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a leasehold easement to reflect the time of the crown lease of the infrastructure offshore sea.

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And in terms of the timescales. Do you agree with those timescales and do you think it's achievable by the end of the examination period in the summer?

00:24:54:24 - 00:25:09:20

Andrew Dawson On behalf of the National Trust. Yes. Think the timetable is achievable, given we've really only got one major issue left. There are a few other discussion points as well, but I would hope the timetable is as good as it is.

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Okay. Um.

00:25:18:11 - 00:25:23:08

Just going back to the applicant and that has anything further you want to add?

00:25:25:07 - 00:25:27:29

Dan Ashworth for the applicant? No, I don't think so, sir.

00:25:30:10 - 00:25:54:10

Um, okay. On another point, which which involves National Trust. Um, just with regard to the issue of policy acquisition alone, there is compensation proposed for the Farne Islands which believe the National Trust manage um, to provide the compensation if there is no agreement in place with the landowner. Could this be a situation where the applicant would need to invoke seer powers?

00:25:55:05 - 00:26:12:13

Yeah. Well, for the applicant, I think we're talking compensation more in the context of derogation. And there so I suspect that will come up at the hearing tomorrow. And that's not compensation related to compulsory acquisition as far as I'm aware.

00:26:13:09 - 00:26:29:07

So there's no planned compulsory acquisition. What I'm suggesting is if if this mitigation or compensation is needed, but you can't get that agreement with the landowner. With with this potentially be a case of invoking compulsory acquisition?

00:26:29:09 - 00:26:38:00

Dan Ashwell For the applicant, we're not proposing compulsory acquisition powers through this DCO in relation to the compensatory measures.

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And you can't foresee a scenario that way that might. He needed.

00:26:45:01 - 00:26:52:06

Julian Boswell of the applicant. Think it's extremely unlikely. If you look at the nature of the measures in practice they're things which.

00:26:53:24 - 00:27:07:12

You know, the applicant would have to take over the entire site to then be able to deliver that. So I don't think there's any any any meaningful expectation that we would go down that route. We would only ever want to do it by agreement with the National Trust.

00:27:09:10 - 00:27:12:19

Okay. Thank you. Would you like to respond on those points?

00:27:13:22 - 00:27:32:10

Andrew Dawson, on behalf of the National Trust, really just to say actually this is a some different people are involved in this conversation. I think that is a fair reflection from what I understand. But equally I think written representations were put in relating to tomorrow's meeting anyway on this point. But as far as I understand, that is about the situation. Yes.

00:27:32:20 - 00:27:48:08

Okay. Thank you. I just wanted to raise it because there was that compulsory acquisition, um, element to it. Um, is there any final comments that anyone wants to make in terms of the National Trust Land? From the applicant to anyone else on the floor.

00:27:51:02 - 00:27:52:07

Anyone online know?

00:27:54:16 - 00:28:25:29

Okay. I'd like to move on to, um, negotiations relating to open space land. Um, so the next agenda item, item nine think um, so these questions are initially for the applicant. Um, in response to the agenda questions. Firstly, could you provide an overview of plot numbers 0100 1 to 0 1013. As these are defined as open space land on the coast.

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Just provide a bit of an overview of those particular plots.

00:28:29:06 - 00:28:54:16

Jen Ashwell for the applicant. So the the open space that's been included within the book of reference includes parts of the foreshore, the beach and a public footpath which is north of Weybourne military camp at the landfall location. Um, we've also included as open space parts of a heritage trail known as Marriott's Way, which is plots 17 001 and 23 001.

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Yes. And in terms of the the works and any disruption for the sort of beach foreshore area, what would you anticipate with regard to that?

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Jen Ashwell for the applicant. So those works would be temporary in nature. It would be the works associated with the landfill construction. So obviously bringing the cables from offshore to onshore.

Um, I think the details of those works are set out within the project description chapter of the environmental statement. Don't know how much detail you want to go into at this stage.

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Um, just as an overview, what sort of time frame would be looking at for the works on that sort of beach area in terms of the level of disruption?

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Sherry Atkins for the applicant. So in terms of works on the beach and on the on the foreshore, um, we would need to close.

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The beach here and close the footpath for one day per circuit. So when we bring the cables, um, the export cables from offshore to onshore, we would need to close the area for a day. The two circuits. So it would be two days overall, but there would obviously be a gap between.

00:30:43:05 - 00:30:50:19

Okay. Thank you. Um, some of this land is also crown land. Does this affect the process from an open space perspective?

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Jen Ashwell for the applicant think there is obviously an overlap. So we would be which I think comes up later in the agenda was seeking consent from the Crown in terms of compulsory acquisition powers over that land. I think that's the sort of the interaction there.

00:31:08:13 - 00:31:11:16

Yeah. Well similarly on the next question, I had a

00:31:13:22 - 00:31:34:10

notice on the open space agreement update 105 for the ground and crown land open space. It states the affected party has confirmed the voluntary agreements for the foreshore is to be picked up with the offshore agreements. So therefore, in terms of timescales, would that be linked to those agreements when it comes to the open space?

00:31:37:07 - 00:31:44:13

Dan Ashwell for the applicant. Yeah. Yes, that would. Through the fact that they are the same landowner. Yeah.

00:31:45:21 - 00:31:47:22

Okay. Um.

00:31:49:27 - 00:32:15:13

In the open space updates concerning Norfolk County Council. It states that in respect to plots 01005 through to 01008, the affected party is the benefit of public right of way footpath which would be secured within the agreement sought with Louise and Savory and Michael Savory. Can you provide some more information regarding this public footpath and progress in this matter with Norfolk County Council?

00:32:17:11 - 00:32:18:26

And any other affected parties.

00:32:34:29 - 00:32:40:24

So we're just trying to find the best plan to be able to explain to you the context of this particular footpath.

00:32:56:02 - 00:33:26:03

Um. Jen Ashwell for the applicant. Say the footpath in question sort of runs along the beach. Yes. Okay. And in terms of how that is described within the open space agreement update, that's one of the cases that Simon Hinchcliffe described earlier where we are negotiating with the freehold owner, which would we, the Savouries and Norfolk County Council, has an interest within that plot, so we're not negotiating directly with them.

00:33:28:03 - 00:33:28:20

Okay.

00:33:34:28 - 00:33:43:25

Is there anyone here from Norfolk County Council at the moment who wants to, um, respond on any of these points? Does anyone here at the moment?

00:33:45:20 - 00:33:47:19

So. Okay. Um.

00:33:49:05 - 00:34:14:04

Just moving on to do with the open space. You mentioned earlier that there seems to be two crossings of the public right of way known as Marriott's way, 17 001 and 23 001. Can you describe the level of impact for this public use, for the public use of this right of way and how long a period this could last for, and also whether this would have an impact long term to public use?

00:34:17:01 - 00:34:26:09

Ben Ashwell for the applicant we're proposing to underneath that footpath. So it's not proposed that that would be closed.

00:34:27:03 - 00:34:30:13

It stays open with doesn't need to be closed at any point.

00:34:30:17 - 00:34:31:25

Yes, that's correct, sir.

00:34:31:27 - 00:34:32:12

Okay.

00:34:35:00 - 00:34:42:09

And you're in negotiation or speaking with Norfolk County Council and think the second one might come in to Broadland District Council as well on those.

00:34:44:29 - 00:34:52:10

Down. Well, for the applicant, yes, we are in discussions with Norfolk County Council. I understand that the terms of.

00:34:52:12 - 00:34:52:29

The option.

00:34:53:12 - 00:34:57:17

There's an option agreement which is currently with their lawyers for consideration.

00:34:57:25 - 00:35:05:04

Okay. So at the moment it doesn't seem to be any potential issue from from the negotiations with Ben.

00:35:05:06 - 00:35:07:07

Ashworth for the applicant. No, not that we're aware of, sir.

00:35:07:09 - 00:35:07:25

Okay.

00:35:08:23 - 00:35:33:10

Um, final question. Got about open space. Um, just wondered if you could just provide an overall update from what was previously submitted on Open Space Land included in the project boundary. Um, and can you also confirm that there was no compensation open space land that you consider to be necessary to be provided to compensate for effective affected open space land?

00:35:34:14 - 00:36:15:21

Jen Ashwell For the applicant in terms of, um. Agreements with the owners of open space. Option agreements are currently being negotiated. Negotiated with those owners. Um. I don't think there's no that there's there's no update currently to the version of the Open spaces agreement that was submitted at deadline one. Okay. Um, you're correct, sir, that we're not proposing that any replacement land is included within the order in relation to open space, and that's on the basis that we meet the relevant statutory test in section 1323 of the Planning Act.

00:36:15:24 - 00:36:42:18

Um, that the open space land, when burdened with the right sort in the draft, will be no less advantageous to the public than it was before. And that's on the basis that the interference is extremely temporary in nature. And we're aware that that approach has been accepted in other, particularly in Hornsea three, which related to very similar areas of land at landfall and also Marriott's way.

00:36:44:16 - 00:36:50:20

Okay. Thank you. Um, is there any other comments from the floor about the issue of open space land?

00:36:54:00 - 00:36:55:13

Mr. Harvey, if you got a question.

00:36:55:21 - 00:36:57:20

Just. I just wanted to say.

00:36:57:27 - 00:37:22:27

That for both open space land, but also for statutory undertakers, one thing that will be helpful in the table for you to set out is implications of not being able to reach an agreement when you have that red key inevitable in that in your table, it would be helpful for you to set out the implication of not being able to reach an agreement with the relevant party.

00:37:23:24 - 00:37:45:04

And actual for the applicant. Think we're very happy to to do that in relation to the statutory undertakers schedule in relation to open space, we're not aware that there would be any implications of agreement not being reached other than where those open space plots are held by a Crown body. Okay. And section 135 consent is separately required.

00:37:45:06 - 00:37:45:21

Okay.

00:37:45:23 - 00:37:52:24

So if you didn't reach agreement, then you would still be able to just compulsory acquire the land.

00:37:53:17 - 00:38:03:23

Um, so long as the examining authority and the Secretary of State agree with us that section 1323 exemption applies, then. Yes, that's correct.

00:38:03:26 - 00:38:07:08

That's helpful. Thank you very much. That's all, ma'am. Laura, we can.

00:38:07:10 - 00:38:39:12

Just come back slightly on the status of statutory undertakers. Negotiations. Position statement. Yes. Can I just clarify? What I'm envisaging from that is that I have an agenda item later on that requires us to set out what the implications are, which we've prepared for. Okay. So obviously I'll be picking that up as part of this hearing. What then I am anticipating is that in effect, we would mirror what I will explain here as a sort of introductory paragraph.

00:38:39:14 - 00:38:44:19

So it would kind of sit with that status key.

00:38:44:21 - 00:38:45:12

Just fine.

00:38:45:23 - 00:38:48:00

If that's the sort of thing that you have in mind.

00:38:48:02 - 00:38:50:07

Yeah, that is. Yeah, That's helpful. Thank you.

00:39:03:03 - 00:39:36:24

Okay, this was done for after lunch, but we've moved on quite well now. So I just got a few questions on agenda item ten about Crown land, which we'll bring forward if that's okay. Um, so this is for consent for the inclusion of Crown Land. Um, I understand from the revised statement of reasons that the applicant has received Section one through five consent from the Forestry Commission and the Secretary of State for Environment, Food and Rural Affairs and continues to engage the other remaining parties.

00:39:37:09 - 00:39:47:13

First of all, is there evidence that the examiner authority can have to do with the consent from the Forestry Commission and the and and Defra?

00:39:48:05 - 00:40:09:17

Jen Ashwell For the applicant that was submitted as Appendix B5 to the applicant's response to the Examining Authority's first written questions, which is Rep 1039 and we included a copy of the Consent letter. Apologies, I appreciate it was probably hidden within. No thanks. It may not have been obvious.

00:40:09:23 - 00:40:28:02

That's fine. I'll look for that now. Um, and so with regard to the remaining crown land, um, what is the parents, um, sort of negotiation position with, with Crown land and the anticipated timetable for progress.

00:40:28:14 - 00:41:02:27

Dan Ashwell For the applicant. Um, so if I run through each body in turn, um, in respect to the Crown Estate, we're in contact with their lawyers. We have provided them with an undertaking for costs. They requested various information from us, which we have provided, and we're currently awaiting a response from them. So we, we have no reason at the moment to think that consent will not be forthcoming by the close of examination. Um, in relation to the Ministry of Defence, we are engaging with them.

00:41:02:29 - 00:41:28:09

They have passed the request for the consent to their local land management team for review. Um, we are chasing them on a regular basis. So the most recent chaser was sent on the 27th of March. Um, and we're requesting a direct contact with, with that land management team. So we're doing all we can to progress that engagement with the MOD

00:41:30:06 - 00:42:01:00

in relation to the Secretary of State for Transport. We have now received some further information from them to say that they have delegated Section 135 consent issues to national highways. Um, they have passed the letter to the relevant party within national highways and we're just seeking confirmation of the contact details to try and obtain that direct contact.

00:42:01:08 - 00:42:07:06

Um, so again, we're engaging and we're sort of doing all that we can to, to obtain that consent.

00:42:07:12 - 00:42:12:03

And there's no, um, particular issue or obstacle that that is.

00:42:13:03 - 00:42:17:24

We're not aware of any issues that have been raised by any of these parties to date.

00:42:21:18 - 00:42:56:15

At what point in the examination, if you don't hear back from these parties or you don't have, um, you don't have consent from them, would you consider they would you know, you're unlikely to reach agreement. I'm just thinking in terms of the deadlines of this particular examination. I mean, I know it's you could potentially submit something right at the very last day as well. But at what point should we think that this is a matter that we will have to pass on to the Secretary of State's common sense team?

00:42:56:25 - 00:43:28:19

Dan Ashwell, For the applicant mean, it's quite difficult for us to provide those timescales because it is to a large extent sort of out of our hands in terms of whether those bodies engage and how quickly they engage. But we are obviously doing everything we can to seek to to obtain that consent by the end of examination. I suppose, and I'm aware that this has happened on other projects that if that consent is not forthcoming by the end of examination, that that is usually dealt with sort of during the determination period.

00:43:28:21 - 00:43:45:18

And then obviously any update on that goes direct to the Secretary of State? Um, at this moment in time, we have no reason to suppose that the consent won't be forthcoming by the end of examination. I think that's sort of all I'm able to tell you today, and we will keep you updated as the examination progresses.

00:43:45:24 - 00:43:46:20

Okay. Thank you.

00:44:05:06 - 00:44:16:29

And we had some obviously some some information there about how this is now linked with national highways. Um, does the representative from national Highways wish to comment on what you've just heard?

00:44:19:23 - 00:44:21:18

Hello, Catherine. Lawyer for.

00:44:21:20 - 00:44:23:04

National Highways. And don't have.

00:44:23:06 - 00:44:24:12

Any comments.

00:44:24:14 - 00:44:25:10

At the moment.

00:44:25:19 - 00:44:29:11

I'll take that back to the business and take instructions on where we are with that.

00:44:30:11 - 00:44:31:14

Okay. Thank you very much.

00:44:44:10 - 00:45:14:21

Okay, the time now is 1220. Um, so we're a little bit ahead of schedule, but we'll look to take our lunch break at this point and then we can resume at exactly 115 115. Um, for attendees online, if you decide to leave the meeting during the breaks, then you can rejoin using the same link provided in your invitation or email. If you're watching the live stream, then please refresh your browser to resume each subsequent session. Okay. Thank you.

00:45:14:25 - 00:45:15:15

Adjourn the hearing.