

CAH1_29 March_PT3

Created on: 2023-03-30 14:23:04

Project Length: 01:56:28

File Name: CAH1_29 March_PT3

File Length: 01:56:28

FULL TRANSCRIPT (with timecode)

00:00:05:16 - 00:00:21:15

Uh, the time now is 1:15, and I am resuming session three of the compulsory acquisition hearing. Um, it's possible we might have a new person joining us. Um.

00:00:23:05 - 00:00:25:06

Has Ardern joined the meeting?

00:00:27:00 - 00:00:27:27

Yes, madam. We're here.

00:00:28:19 - 00:00:31:07

Oh, hello. Would you like to introduce yourself?

00:00:35:24 - 00:00:41:18

I'll call that ardent management on behalf of Clive Smith and Paul Middleton.

00:00:43:08 - 00:00:49:12

And Clive Smith with with me here as well. As an interested party and affected party.

00:00:50:21 - 00:00:52:24

Mr. Smith, would you like to introduce yourself?

00:00:55:05 - 00:00:59:25

Yeah. My name is Clive Highsmith. I'm a farmer in Weybourne and am one of the affected parties.

00:01:02:14 - 00:01:08:08

Welcome to this hearing. Any other people who've joined us after lunch and if they'd like to introduce themselves.

00:01:14:02 - 00:01:16:26

Uh, Harry Hyde. On behalf of the applicant. Karen.

00:01:19:00 - 00:01:49:28

Okay. Thank you very much for that. Right before I move on to agenda item 11, um, there was a question that we raised in Session one, which I just wanted to remind the applicant if they've got a response to that. The question was would Equinor New Energy Limited have full access to the financial resources shown in the consolidated accounts for Equinor, the parent company? And is there any evidence of this? Are you ready to respond to that now? Jen All for the applicant.

00:01:50:00 - 00:01:51:16

Yes, we can provide a response.

00:01:51:18 - 00:02:26:13

To that now. Um, so guess the starting point really is to. To explain that the reason that we included the audited accounts for Equinor ASA was because they are essentially the ultimate parent company of Equinor New Energy Limited. Appendix two to the funding statement also includes the audited accounts of Equinor New Energy Limited. So they are there. We're aware that in fact there are more recent accounts that we could provide if.

00:02:27:05 - 00:03:00:10

The examining authority wanted us to, and we could also provide for completeness the audited accounts of the other shareholders if that would assist the reason for only including the accounts of Equinor new Energy and its ultimate parent company was to demonstrate that even with just the resources of that particular shareholder, there were adequate funds in place to cover the compulsory acquisition.

00:03:00:21 - 00:03:34:13

And in answer to whether or not Equinor New Energy Limited would have the funds available of its ultimate parent company think it would be subject to board approval. You know, the starting point, I think, would be to work from the bottom up. So Equinor New Energy Limited itself would look to provide that funding along with the other shareholders. Um, but ultimately, yes, they would have those resources to draw on if necessary.

00:03:35:24 - 00:03:36:11

Thank you. Mr..

00:04:03:07 - 00:04:15:24

Thanks for that. Yeah. Think if there is any updated accounts, especially today with equinor new energy. New energy. That would be very useful for us to see. Um, but otherwise, thank you for that response.

00:04:16:23 - 00:04:21:03

And so, yeah, that's fine. We'll submit those at deadline three. Thank you.

00:04:26:11 - 00:04:33:23

Okay, I'll move on to agenda item 11. Sorry, just before I do any questions on that point, that representation from the applicant.

00:04:36:03 - 00:05:07:09

Okay. Moving on to agenda item 11, which is affected persons site specific representations. Um, I want to invite oral representations from affected persons. It's not essential to make an oral representation if you feel that matters that you wish to raise have been covered in your submission so far, and whether or not you make an oral representation at compulsory acquisition hearing, you can continue to provide written submissions at relevant deadlines and oral representations at subsequent hearings if they are held.

00:05:08:02 - 00:05:41:15

Um, Applicant I know that you're going to provide a general update in agenda item 12, but we will invite you to respond to specific points as they are raised by individual affected persons under this agenda item. So once again, if I could just remind um, speakers to please not repeat representations that you've put in writing already. Um, and if you could build on the representations you've made in writing or highlight anything that is of particular concerns where you feel you and the applicant are quite far apart.

00:05:42:12 - 00:06:12:12

Uh, I'm proposing the following running order because this is what I've gathered from this morning are the persons who are wishing to speak. Um, but of course, if I've missed anyone, then please say so. I'm going to suggest that we get the representation from Mr. Bond. I believe he is. You're representing land interest group for this afternoon? Yes, I am. So, Mr. Bond, we'll start with you and then if you can go on to make any further representations for, um, the affected persons represented by you today as.

00:06:12:28 - 00:06:16:00

As using your other hat. Yeah.

00:06:16:02 - 00:06:16:19

Yes, madam.

00:06:16:25 - 00:06:21:26

Okay. So that's one and two. And then affected persons represented by Ardent.

00:06:23:20 - 00:06:25:26

Mr. Highsmith, are you planning to speak today?

00:06:27:00 - 00:06:29:10

No will be speaking at a later session. Okay.

00:06:29:12 - 00:06:36:24

Thank you. And then affected persons represented by Savills. Yeah. Okay. So over to you, Mr. Bond.

00:06:37:28 - 00:07:01:09

Thank you. Um, if I'm just summarize, I'm replying on behalf of Bid Wells, Savills Browning Co, the National Farmers Union, and the Land Interest Group. Okay. Jane Kenny of Savills on my left is also a member of the Land Interest Group, which I'll now refer to as League, if I may and may comment in due course.

00:07:02:20 - 00:07:03:05

At.

00:07:03:28 - 00:07:18:16

We've done this in order to streamline proceedings. Not duplicate matters today. And what we've got is a list of outstanding points and and comments which we just like to be considered. Please. By the panel.

00:07:20:22 - 00:07:25:01

Our point number one is the overarching position from the and league

00:07:26:24 - 00:07:49:23

and league have been collaborating to provide a holistic response and approach to negotiations with Equinor and with input to the inquiry. Inevitably there will be some parties who have stronger opinions on certain matters than others might have. But broadly, the core principles of how landowners and occupiers should be treated is agreed by all. Where there are site specific matters that need attention, these will be dealt with by the respective agents.

00:07:51:15 - 00:07:59:12

Majority of landowners ask that their land is used as quickly as possible and that the work is done as well as possible.

00:08:01:16 - 00:08:03:00

Our principal concerns.

00:08:04:16 - 00:08:23:28

At the term. This has already been referred to under point as 16.1 by Louise Staples. And it does come up later on again, realize and in that category, why should the term the equinox require be longer than the crown lease?

00:08:27:29 - 00:08:42:17

The next major point of concern is the construction process. With the following points to be made, please. The projects must be unified. A theme that has been. Through the inquiry largely today.

00:08:43:22 - 00:08:44:07

Uh.

00:08:44:26 - 00:08:47:16

At least source of disruption to landowners and occupiers.

00:08:49:03 - 00:08:53:10

Equinor are duty bound to mitigate the disruption to the affected parties.

00:08:55:03 - 00:09:01:28

Our protection should be given to the affected parties. Basic human rights. Another point that's been touched on earlier today.

00:09:03:18 - 00:09:09:21

The many unknowns will impact the mental health of farmers and landowners. We are acutely aware of this.

00:09:11:25 - 00:09:22:21

Farmers need certainty so they can enter into agricultural contracts such as vegetables or pigs in good faith. They need these in order that they can remain a viable business.

00:09:24:14 - 00:09:34:01

Uh, and this relationship with their producers takes decades to build. Can easily be destroyed by badly managed access or a badly managed project.

00:09:40:14 - 00:09:48:18

Soil is the main asset for operating a viable business. So great care must be taken to preserve the soil and the care of it during the project.

00:09:50:05 - 00:09:59:17

The government and farmers have all invested in drainage works and stewardship schemes to improve soil health and manage carbon release. Again, this needs to be preserved.

00:10:01:20 - 00:10:09:04

Digging the land up destroys a natural structure that allows us all to operate as a living structure and takes decades to recover.

00:10:11:23 - 00:10:26:20

The possibility that these souls may be dug up twice is a cause of great concern as the damage inflicted could be significant. Another point that's been touched on already today. So in summary, the project needs to be built as one single entity.

00:10:28:21 - 00:10:30:17

Should two separate projects

00:10:32:08 - 00:10:38:28

happen? The first project must be ducted. And for the second project to minimize disturbance.

00:10:43:18 - 00:10:47:16

Next was the items that need to be secured in the DCO.

00:10:49:05 - 00:10:53:06

Option agreements have not been agreed and negotiations are ongoing.

00:10:54:28 - 00:11:13:27

Specific matters like the code of construction practice are outstanding. We've offered to meet and discuss these further. After last week's hearing and hopefully this will happen shortly. A scope of survey works have not been agreed. And brings these matters to the hearing so that protective measures can be included in the DCO.

00:11:15:18 - 00:11:37:06

At heads of terms. That have been signed by many landowners, and partly because this is incentivized by the applicant. Uh, was accepted that most or the majority had been signed and Simon said 80%. So 86% this morning, which I'm sure is correct. Most of these are caveated.

00:11:40:27 - 00:11:54:25

Leek has personally got 50 sets signed. The caveats include things like the term, this is again a reoccurring okay. Yeah. Point someone got on about that. Ways of managing ongoing relationships with multiple off toes.

00:11:57:08 - 00:12:02:08

How occupiers will be treated by Equinor. That time limit for implementing the.

00:12:04:08 - 00:12:09:07

At the build program. Pathfinder Status Hold Project Integration.

00:12:10:29 - 00:12:24:29

And we understand that Pathfinders are projects that are leading the way in utilizing enabling regulatory and policy changes being developed under the offshore transmission network review to deliver significant near-term benefits to the community, the environment and consumers.

00:12:26:16 - 00:12:37:21

As currently being approached. We do not believe the project appears to be meeting these criteria. Okay. And greater detail is still required on the location and configuration of the link boxes.

00:12:40:06 - 00:12:46:29

This will be touched on later on. Uh, scope of the survey rights beyond the red line boundary, which is a great concern. Yeah.

00:12:49:09 - 00:12:49:29

Um.

00:12:51:03 - 00:13:10:22

At Lig has repeatedly been told the heads of terms were not legally binding and now the next stage is to agree the outstanding issues so a voluntary agreement can be agreed and recommended to affected parties. And temporary works areas. Heads of terms have not yet been agreed, which will need to form part of the voluntary agreement for some affected parties.

00:13:12:14 - 00:13:23:07

So to summarize going forward, the and look forward to increased productive dialogue with Equinor and telco McLaren. Once this period of hearings is over and time is freer.

00:13:25:24 - 00:13:27:09

Sorry produce such a list?

00:13:27:21 - 00:13:34:00

No, that was very helpful. I do have a couple of questions. What was your point about link boxes? I missed that sentence.

00:13:34:28 - 00:13:42:21

Well, we don't actually know where they're going to be yet, where where they're going to be or the configuration of them is an unknown. We know they're necessary.

00:13:46:25 - 00:13:48:21

It just one point.

00:13:50:20 - 00:13:51:08

Um.

00:14:08:18 - 00:14:25:00

Um. Can I just check one thing with the applicant? Um, Mr. Bond just said that you have stated that heads of terms are not legally binding. So what? Um, just elaborate on that specific point, please.

00:14:55:28 - 00:15:36:12

And well for the applicant. I think we would agree with the statement that the heads of terms are not legally binding. And I suspect this links to the point that Mr. Bond made in terms of the heads of terms being caveated. Um, so I think, you know, we acknowledged that there were obviously caveats to those heads of terms, but that didn't prevent the parties from signing them. And negotiation of the provisions of the agreements is an ongoing process where, you know, we've sort of moved on from the neck, from the stage of heads of terms to the next stage, which is negotiating the option agreements.

00:15:37:02 - 00:15:51:04

And the applicant was very keen to to progress to that next stage to enable those more detailed discussions to take place. Um. And think that that discussion is still ongoing as part of the negotiation of the option agreement.

00:15:51:20 - 00:16:08:19

Okay. So just in terms of the 86% that you said, how many do you think will or are you expecting any of them to be agreed to have options agreement signed before the close of the examination?

00:16:09:10 - 00:16:45:28

Jen Ashwell For the applicant, my understanding is that good progress is being made in the discussion of that option agreement. Um, I think we've had comments from Bert Wells, who are the solicitors acting for the Burkitt sorry, buckets to the solicitors acting for Lig, and we've responded to those comments. So it's, it's, you know, it's the parties are engaging, the drafting is going back and forth.

And I think from our perspective, we're very much hoping that we can reach agreement on those options by the end of examination.

00:16:46:00 - 00:16:56:00

That's good to know. And just so that I'm absolutely clear, it's only once the options agreements are signed, will you say that you have voluntary agreement with those landowners?

00:16:56:23 - 00:17:06:01

Jen Ashworth for the applicant think it's only once those option agreements are signed that there is a binding position which the applicant is able to rely on.

00:17:06:03 - 00:17:08:27

Amazing. Okay. Thank you. Um.

00:17:13:20 - 00:17:43:01

Jen Ashworth, the applicant. Sorry, madam. Just to add, I think this you know, this position is entirely normal in terms of, you know, negotiating heads of terms, moving on to option agreements. And I actually think compared to some other projects, we're probably making better progress at this stage. Um, so we're sort of quite confident that we will hopefully get to that point of reaching agreement with the majority of landowners by the close of examination.

00:17:43:03 - 00:17:57:21

That's reassuring. Um, when you resubmit the compulsory acquisition schedule, may I request an update on the option agreement point? You know, would be very helpful to us in that schedule.

00:17:59:06 - 00:18:01:21

Dan Ashworth for the applicant. Yes, that's. That's fine.

00:18:01:23 - 00:18:10:28

Fine. Thank you. Um, would you like to respond to Mr. Bond, um, on any other specific points that he's raised?

00:18:18:17 - 00:18:49:11

Julian Boswell for the applicant. The dilemma we have is that it's kind of what's a sensible use of the examination time this afternoon. All of the points that Mr. Bond has raised were obviously familiar with and. I guess what normally happens is that those points are playing out in a parallel, um, sort of line of engagement. And so we, we could in theory respond, but I'm just not sure what's the best. You know, that's, that's at the time.

00:18:49:22 - 00:19:15:07

I think if there's anything specific and you know, I'm going to ask Mr. Bond as well if there's anything specific that you want to raise where you feel, um, there is a real gulf between the applicant and a particular landowner or represented by Mr. Bond and other parties here, then you might want to highlight that for us. But we're very familiar with the responses you've given and indeed the schedule. So nothing needs to be repeated here.

00:19:17:00 - 00:19:53:17

Julian Boswell for the applicant. Guess the other point is obviously this is a well-trodden path with multiple schemes going through this process with, you know, running parallel negotiations taking place that has been, you know, that path has been trodden by other projects in this area, as we as we've heard, and obviously multiple projects elsewhere. So I know there's a particular issue that's being raised about the term. From our point of view, the default position on projects generally, there

may be some exceptions, but the default position on projects generally is that it is a term that it is in perpetuity.

00:19:53:21 - 00:20:24:23

And so that is an ongoing discussion that's taking place. But in terms of we're not sure it's a productive use of time of having that discussion in this in this in this forum in practice. It's part of a wider range of issues which are which are playing out, as we say, the large majority of projects that this professional team has experience of ends up being without and in fact not being controversial either being on a perpetuity basis. As I say, there may or may not be some exceptions to to that.

00:20:24:25 - 00:21:04:22

So we could spend whatever the next 20 minutes in theory debating that point, you know, in this forum. Or we could be going through some of the other points. I'm not as I say, our what we're used to is that that where where in some the classic sort of arguments against a scheme in compulsory acquisition terms would tend to be around, you know, are we taking too much land and this type of in this type of thing here we're in on the face of it, we're in a we're in, you know, the preferred approach, certainly from a developer's point of view, which is, yes, there are some points of discussion.

00:21:04:24 - 00:21:29:21

We have a very you know, procedurally we have a sort of successful operation set up that Mr. Hinchliffe summarized before. And you've seen it in action just now. Believe me, other projects don't necessarily have that. And so we have a very effective mechanism for these negotiations to take place. They are they are ongoing, we hope and want them to, to to reach a happy ending. But in the end, it's a commercial negotiation.

00:21:30:09 - 00:22:05:26

Thank you, Mr. Boswell. I think the point about the term is something that I do want to discuss, but perhaps not under this agenda item. I'm going to wait and bring that up under agenda item 16. Um, but if I could, Mr. Bond, just ask you the same question. The summary is very helpful and we've seen that before in your written submission. If besides the point regarding the term, is there anything that you feel for any of your particular that landowners that you represent where agreement might be quite far apart? And what points are those?

00:22:08:13 - 00:22:16:19

Thank you, madam. I'm putting me on the spot here. Think the one thing we are way apart on is how occupiers will be treated by Equinor.

00:22:18:15 - 00:22:20:09

What do you mean by that? Just.

00:22:20:16 - 00:22:23:25

Well, in the case of the farming world, the agricultural tenants.

00:22:24:23 - 00:22:25:27

Uh huh. The tenants. Okay.

00:22:25:29 - 00:22:27:03

The tenants. Farm tenants?

00:22:27:05 - 00:22:27:24

Yes.

00:22:31:26 - 00:22:47:15

And in the context of, um, when they start the temporary possession process or for surveys. Just give me a bit. What's if you can just paint a picture for me what the concern is. Yes.

00:22:48:29 - 00:23:22:23

We, I suppose, say lig believe that the negotiations and agreement for the required rights, whereas a tenanted farm and a tenant in place should be between equinor and their agents and the tenant. So there should be in fact separate agreements with the tenant and with the freeholder i.e. the landlord at Equinor leave. That is the incorrect way of doing it and that it should be the land owners or landlords job to obtain the tenant's consent.

00:23:23:16 - 00:23:24:06

Right.

00:23:24:08 - 00:23:33:23

I was stressed that normally and the other ones I've dealt with and I'll show the examples why it doesn't work like that. It's been a separate occupied agreement to the actual landowners agreement.

00:23:33:29 - 00:23:38:09

Okay. Um, what would you like to respond to that?

00:23:59:10 - 00:24:32:17

Jen Ashworth for the applicant. I suppose I'm a bit reluctant to have a negotiation in public over terms that are being discussed between solicitors, but our understanding is that the solicitors acting for Lig have made some amendments to the option agreement around the easement, around the point to deal with tenants and occupiers, and that we are broadly happy with those amendments and have gone back to the solicitors on that basis.

00:24:33:15 - 00:24:43:23

Um. So think it's I'm not sure if there's some mixed messaging, but, um, yes, that that's our understanding of the position currently.

00:24:44:24 - 00:25:01:12

Mr. Bond What I propose with respect to this particular point is because negotiations are ongoing, is this something that you'd, you know, want to update us maybe why the schedule? Why are your own written submissions. Um, at a at a later date?

00:25:02:24 - 00:25:04:10

Yes. Happy to do that, madam. Yeah.

00:25:04:12 - 00:25:08:15

Thank you. Miss Jenny. Thought you wanted to speak. Oh, I was just going.

00:25:08:17 - 00:25:17:24

To say is that we acknowledge that we are now aware that we received a response from Burgess Salman over the weekend, but we haven't yet had the opportunity, obviously, to review that.

00:25:18:03 - 00:25:21:20

Fine. Thank you. Um.

00:25:23:16 - 00:25:28:14

Is that is that the of your full response to Mr. Bond? Can we move on to.

00:25:44:18 - 00:26:23:09

Dan Ashworth for the applicant. Um, I think quite a few of the points that Mr. Bond has raised have either already been discussed, um, at last week's hearings, say things around the scenarios and the code of construction practice, So we're not proposing to add anything further on those. Um, I believe that some of the items will also come up later in this agenda. Um, and then just looking through the list, I think most of the other items are subject to ongoing discussions between the parties.

00:26:23:11 - 00:26:26:14

And so I don't propose that we respond to those in this forum.

00:26:26:16 - 00:26:44:01

Yeah, I'm satisfied with that. So I think agenda item 16 one plus the point around Article 16, which is the scope of survey. I think that's they're both being covered later on. So if it's okay, I'm not going to push for responses right now.

00:26:44:09 - 00:26:45:09

That's fine. Thank you.

00:26:45:11 - 00:27:02:17

Okay, great. Um, so unless there's any other questions, um, did you have anything further to say? So sorry. You were representing Land interest Group, but Wells and Brown and Co and Savills right now when you were speaking.

00:27:04:18 - 00:27:09:25

I was representing Saville as a member of League. Jane Kenny may have her own comments to make on particular clients.

00:27:09:27 - 00:27:15:04

Fine. Okay. Okay. So I can move on to Ardent. Mr. Mark Wanted.

00:27:16:13 - 00:27:17:01

Thank you.

00:27:17:23 - 00:27:53:17

Mark Warner on behalf of Clive Smith and Paul Middleton. So my clients do not object to the principle of the scheme or the grant of rights on terms that are reasonably and proportionately required. In general, we consider that the powers being sought are too flexible, and we note that later in the agenda there's agenda item about the definition of the rights in the draft and. In our opinion that that definition is too wide. But we have made written representations and I'm going to refer to two main points of those today.

00:27:53:26 - 00:28:29:09

Around the tests for compulsory acquisition. Okay. And expanding on the points made in the written reps. So the first point is in relation, the first test will compulsory purchase I'm going to refer to relates to reasonable endeavours to reach agreement by negotiation. So we are engaging with the applicant about an agreement and we had a recent meeting and correspondence. We have not agreed heads of terms and say we are somewhere away from that because there are some issues of principle which I think are going to be we're going to have to try hard to bridge between us.

00:28:29:29 - 00:29:02:18

So one of the key points is that the applicants offer for an option for an agreement is made conditional on the application of restrictions over an area of the farms, which extends beyond order limits. And so the agreement, the option agreement, if my clients entered into it, would, for example, require the

landowner to seek the applicant's permission for basic operations like planting trees, undertaking excavations, renting land or granting new rights.

00:29:02:20 - 00:29:17:27

And that applies to land not just in the order limits, but outside as well. And my very rough estimation, which I can confirm in the written procedure, is that that would affect an area of around 20 acres, but that's subject to confirmation.

00:29:20:03 - 00:29:37:10

In response to our written representation, the applicant said that the terms offered were consistent with the rights otherwise available by compulsory purchase if that's agreed. So I don't think that's correct, because these are rights over and above what would be granted in the DCO.

00:29:39:21 - 00:30:14:19

So my clients are at a stage in their careers and their lives where having flexibility to deal freely with their land within reasonable and proportionate terms is very important because they have issues around diversification, succession and how they treat with their land. As they contemplate how to, you know, the future of their farms. So the question for the examination, examining authority we consider is whether this compulsory purchase is test, whether these rights are reasonable.

00:30:15:18 - 00:30:43:06

And is the applicant seeking an agreement over the land as defined by the DCO? Or is it actually. Are they seeking rights over more land? So not satisfying the requirement reasonable endeavours to acquire land by agreement. That's the first test or the first point. The second test for compulsory purchase is that an applicant should have a clear idea of how they will use land compulsorily acquired. And.

00:30:45:08 - 00:31:08:03

This refers to the point that was made previously in the earlier representations, but about the sequential working of construction. Which will have a significant additional adverse effect on farmers and farmers. We understand why the applicant is seeking that flexibility, but it is nevertheless incumbent on them to satisfy the test of compulsory acquisition

00:31:10:03 - 00:31:30:03

and they are seeking great flexibility for how and what development is going to be constructed on land compulsorily acquired. And it's acknowledged in their application that this is a novel approach. So we consider that, in fact, what the application is seeking flexibility to construct are different developments.

00:31:32:03 - 00:31:45:10

And the question to the examining authority is if you are seeking flexibility to construct different developments, fundamentally different developments. Is this a clear idea of how land being compulsorily acquired is going to be used?

00:31:49:03 - 00:31:49:18

Thank you.

00:31:51:23 - 00:32:20:04

Thank you, Mr. Warner. Um, if I could just, um. Uh, clarify a couple of things. The applicant has provided, um, that the, um. The land that they're seeking is proportionate and is needed for the development. With respect to the specific case that you're talking about. Can you give me reasons why you think that that might not be the case?

00:32:23:05 - 00:32:40:06

But I think the question is whether or not reasonable endeavours are being made to acquire land by agreement. Right. And the offer for an option that has been provided is for rights and restrictions that go beyond what the DCO is applying for.

00:32:41:26 - 00:32:49:05

And the question is, is that reasonable? Because it will have a direct impact. On how our clients use their land.

00:32:50:07 - 00:32:54:11

Okay, So when you say they are beyond the DCO. Explain that to me.

00:32:54:14 - 00:33:14:22

So there's order limits? Yeah, with a red line around it. And then there's an area over which these restrictions would apply in the agreement being offered, which extends beyond over a wider area than all the limits. Okay. And I calculate it very approximately 20 acres. But that's a TBC.

00:33:16:13 - 00:33:22:03

Okay. I think that seems like quite a specific case. Would you like to come back on that specific point?

00:33:40:16 - 00:33:53:09

So this is effectively land that's not in the book of reference. Then if it is outside of the old limit, right? Right. I'm just I would also need to then understand how that would be the scope of this examination.

00:34:01:21 - 00:34:06:06

Assignment initially for the applicant. So as Mr. Walnuts pointed out, we have.

00:34:06:08 - 00:34:18:29

Had engagement on negotiations over the heads of terms. We had a meeting. Can't remember if it was last week or it will have been the week before. That was our first meeting to actually discuss these matters. And Mr. Warner did raise concerns about, well, how.

00:34:19:01 - 00:34:19:18

Far.

00:34:19:20 - 00:34:27:08

Reaching are these obligations on grantors, on landowners? We're more than happy to continue that dialogue if there's specific.

00:34:27:10 - 00:34:27:26

Examples of.

00:34:27:28 - 00:34:40:29

Those restrictions that he wants to set out to us that require rewording. But ultimately, the attempt isn't to overreach. It's to try and protect our ability to build the project and exercise our rights under the option.

00:34:42:00 - 00:34:43:00

That is the.

00:34:43:02 - 00:34:52:02

Sole purpose of those rights. But if there is specific concerns that Mr. Warnock has more than happy to continue that dialogue on what is included in the head of terms.

00:34:52:25 - 00:34:53:14

Okay.

00:35:04:29 - 00:35:18:29

So given this particular 20 acres, you said approximately 20 acres of land, which is outside the order limits how these concerns relate to that. How is that related to this examination?

00:35:20:25 - 00:35:28:10

Jen Ashworth for the applicant. Um, I think just to explain the reason why we are seeking.

00:35:30:15 - 00:36:02:18

There is additional restrictions over areas outside of the order and through the voluntary agreements is because under the DCO we would have some limited rights outside of the order limits, for example, to survey land, um, to um, potentially remove overhanging trees etcetera. And what we've been trying to do is ensure that the rights granted through the voluntary agreements essentially mirror what we're able to do through the DCO.

00:36:08:07 - 00:36:25:24

Okay, so, um. So let's say the Secretary of State. So if, say, consent was granted in the case which was made, uh, Mr. Walnut, uh, and the particular landowner would be well within their right to not agree to this point, which is outside of the DCO.

00:36:27:03 - 00:36:54:20

Yeah. Nashville for the applicant. Yes. That that forms part of the voluntary negotiations. And it may be that we don't reach agreement on that point in the applicant would still have sufficient certainty through the that it could deliver the project. But obviously we would much prefer to do that through a voluntary mechanism rather than seeking to rely on the compulsory acquisition powers and other powers available to the applicant under the DCO.

00:36:55:10 - 00:37:13:25

We're talking about this later under Article 16, aren't we? Um, so I'm just, I'm just wondering if we should go further on this point here or whether wait until then. Um, does that, does that accurately reflect the concerns that you have?

00:37:16:12 - 00:37:20:12

I'll call it for Clive Smith and Paul Middleton. Sorry, what?

00:37:21:00 - 00:37:45:17

So the applicants response and the ongoing negotiations about the the work that they want to do outside the order limit, where they're trying to reach an options agreement with you. Um, so that's basically outside of the order limits. And I'm just it's the reason why it affects you is because of Article 16, effectively because of the right to survey.

00:37:46:01 - 00:38:16:22

No, it goes well beyond that. Okay. So just to confirm the reason you you've you posed the question, why is this relevant to the application development consent order is because there's a test for compulsory acquisition where there are reasonable endeavours to reach agreement by negotiation have been made. And what what I'm asking is whether it is reasonable, given that the application for development consent order by definition is seeking to acquire the minimum land and rights that are required to reasonably build that to construct the project.

00:38:16:24 - 00:38:52:00

Now, if the applicant has made a if the applicant has concluded that the development consent order would provide the right necessary to construct it, why would it be reasonable to fetter a landlord landowner's property by imposing additional rights? And just to be clear, it's not just surveying land, which is in fact dealt with in a in a in a separate part of the heads of terms, which I don't think they want to go into the detailed discussion. But just just to say that would the surveying land mirrors powers already available under section 172.

00:38:52:02 - 00:39:29:03

So less of an issue with that. Also regards removing overhanging trees. Again, that's dealt with separately and elsewhere in the heads of terms. We don't like that, but it's a separate issue. This is this is in respect of this additional land, which I think is referred to in the in the terms of it as landowners property off the top of my head. But this is a short list, but it would restrict the ability, for example, just to plant trees, to undertake excavations, to make planning applications or undertake development, which development in planning law has a very, very wide definition.

00:39:29:05 - 00:39:43:20

We would have to seek. My client would have to seek equinor's permission for that. And it's that's quite an onerous thing to do. It would restrict renting land or granting you rights over land. So it's.

00:39:45:10 - 00:40:03:11

Pleased to hear that the applicant. He's going to continue engaging with us. But as it stands, we don't consider this to be a reasonable term to offer because it's doesn't seem to be necessary because the provides the rights necessary. And this goes over and above. Hopefully I've made my point. Thank you.

00:40:03:13 - 00:40:06:14

Thank you, Mr. Barnett. With the applicant. I'd like to come back on that.

00:40:06:22 - 00:40:38:09

Yeah. Nashville for the applicant. Think in terms of whether the applicant has made reasonable endeavours to engage with affected parties. We've obviously set out the history of that earlier this morning. Um, we would just flag that the affected party in question only met with us for the first time two weeks ago despite attempts to to meet and discuss these terms previously. And so the negotiations are still in a fairly early stage.

00:40:38:19 - 00:40:50:09

Um, we haven't had the opportunity to fully bottom out all of these points yet. Okay. Which we would expect to do as negotiations continue. Um.

00:41:00:06 - 00:41:32:01

I suppose the only other thing to add is that. It is fairly normal for voluntary agreements to include additional items that are outside of what's being granted through the DCO. Um, and the reason why the applicant is including that is to essentially protect its ability to deliver the projects. And I think Mr. Warnock pointed out that it's not a blanket restriction on all of these activities taking place.

00:41:32:07 - 00:41:38:07

It's more that the applicant's consent is required. And the reason why we would seek that is.

00:41:38:16 - 00:41:39:01

In.

00:41:39:03 - 00:42:09:07

Order to protect the applicant's ability to deliver the projects. And I'm sure that we could look at, you know, ensuring that there were provisions within the option agreement. And my colleagues have been dealing with the detailed terms of that. You need to make sure that that consent was not unreasonably withheld. Okay. Um, but like I said, I think the discussions are in a very early stage at the moment. Okay. And so it's probably that we need to develop those further outside of the examination. Okay.

00:42:09:09 - 00:42:47:12

Can I just confirm one thing you said a little bit earlier on that. The landowner would be well within their rights for this land, which is outside of the order limits. The landowner would be well within their rights to not agree to that in the option agreement. And you said that the would give you enough powers to be able to deliver the scheme anyway. Does that mean that all of those things, the restrictions that Mr. Warner just listed, that issue doesn't give you those powers outside of the order limits? So what was the reference? Have I have I misunderstood if I put two different things together here?

00:43:06:17 - 00:43:08:20

Simon Hinchcliffe for the applicant.

00:43:09:07 - 00:43:44:16

Think when my colleague mentioned that it was in respect of one of the points that Mr. Warnock mentioned about the creation of new interests in land. Okay. So one of such restrictions that Mr. Wallace is talking about is that the applicant would have to consent to a landowner entering into a long lease, for example. Okay. And the reason for that is we would just want to make sure that we would still have the ability to exercise our rights under the terms of the option agreement and make sure that that newly created interest was bound by the same rights.

00:43:47:01 - 00:44:08:21

Yeah, but for any land outside of the order limits, the does not give you that power to do that. The DCO itself does not give you the power to do that. It's the option agreement for that land outside of the order limits. What? I'm just trying to understand whether that's a matter that can be influenced in this examination.

00:44:31:24 - 00:44:59:15

Jen Ashwell for the applicant think we're in a slightly difficult position here because our colleagues have been negotiating the option agreement. So I think the best course of action is for us to go back and check the details of that agreement with them. Okay. If that's okay and then come back to you. If you wanted to raise it as a written question, or we can put it in our post hearing note, whichever option you prefer.

00:44:59:24 - 00:45:16:11

Yes, I think that would be fine. What would be helpful for us? Because written questions are going out before we actually see anything from you is if you can check with your colleague and maybe get back to us either today or at one of the hearings tomorrow, a day after.

00:45:17:23 - 00:45:21:04

Jen Ashwell for the applicant. Yes, that. That should be.

00:45:21:06 - 00:45:23:09

Fine. We can cover it in AOB. Yeah.

00:45:23:11 - 00:45:34:06

The, the main colleague who's been dealing with them has actually just gone off on paternity leave. But I understand that he has briefed, fully briefed on his other colleagues. We'll do our best to get an answer to you as soon as we can.

00:45:34:08 - 00:45:34:25

Okay.

00:45:34:27 - 00:45:46:06

What we'll do is we'll put it as a hearing action so that it's very clearly worded. What we actually want to understand here and um, and yeah. Will, hopefully you can clarify that.

00:45:47:23 - 00:45:48:16

Yes. Mr..

00:45:48:18 - 00:46:26:18

Husband Excuse me, Madam Chair, one comment. Um, contrary to Ms.. Wells assertion that we had not engaged, I would point out that IP have engaged with Equinor or their representatives from the very start of this process. It has been a very troublesome, time consuming exercise, but one that's been adopted with a sense of support actually for the kind of proposals that they are coming forward with. But I cannot will not allow bettering of my operation to the point where myself and my two colleagues.

00:46:26:20 - 00:46:56:22

That's the sum total of our farming enterprise. One of the reasons that Mr. Middleton isn't here is he's sitting in the middle of a field on a tractor today trying to keep our business going. Um, so I just want to be clear. We continue to use our valuable time to try and reach a resolution, and we have a number of issues which I think can be resolved. We're going to come back tonight, will be muddied or muddied because we'll be getting off the tractor to address one related to ecology, which is a serious issue for us.

00:46:57:12 - 00:47:04:26

Um, but please don't suggest that we have not been fully engaged. We have for years, not months.

00:47:06:19 - 00:47:34:25

That's noted. Mr. Highsmith. And are you and and you, Mr. Warner, satisfied that we'll put this down as a written question, the specifics, just for us to be able to understand the specifics of this very specific situation and the applicant come back to us at the hearing either today, tomorrow, day after. You may not be here to hear it, but you can see the recordings later on. And we can then follow that up with specific written questions to get some clarity.

00:47:38:11 - 00:47:57:16

Mark Warner for Clive Smith and Paul Middleton. Sorry. Don't don't fully just say again what the course of action is. I was going to make a suggestion whether it would be at all helpful to detail some of the rights that are being sought over the additional land because. I think that.

00:47:59:18 - 00:48:01:03

That it speaks to.

00:48:02:21 - 00:48:41:00

The proportionality of what is being sought. For example, the requirement to seek consent to undertake an excavation or to plant a tree. It doesn't seem, given that the applicant has. Acknowledge that the development can be built. Within the powers of the DCO. Why those? And just to confirm the reason that I think that it is a matter for the examination. At the risk of labouring. The point is because

it speaks to whether or not reasonable endeavours have been made to reach agreement for the rights, what actually had been sought, a different rights.

00:48:41:09 - 00:48:53:24

And I don't think we don't consider it to be reasonable and proportionate because they're not, strictly speaking, required and they have a tangible impact on our client's ability to properly deal with their business.

00:48:54:12 - 00:49:06:24

I do fully appreciate that. What I am troubled by is that if this land and the, um, the restrictions that have been placed on the land is outside the order limit.

00:49:08:12 - 00:49:52:05

Then that's a negotiation between you and the applicant, and then that's not compulsory acquisition at all. Then that's just a negotiation that's in you're just in negotiation. There's two parties. And I'm what I'm struggling with is that if it's not within the order limits, what can how can we influence anything? Because the will not cover it. So that's my question to you. The my question to the applicant, on the other hand, is because they made a statement that the enables them to deliver the scheme, even if you were not to come to this agreement, even if you did not agree to this for this piece of land which is outside the order limits, they can still deliver the app.

00:49:52:07 - 00:50:15:06

And I'm questioning them because I want to understand how what powers does the give them that enables them to do what they will not be able to achieve an agreement with you. So have two different sets of questions for both of you. The applicant has agreed to give us a bit of a position at during this week so that we can follow it up with written questions. You're welcome to do the same.

00:50:16:07 - 00:51:04:18

Knock on it for Clive Smith and Paul Middleton. So just to respond on those two points, the first is that the restrictions would apply as well as to land outside order limits, but also to land inside order limits. So would have the restriction on planting trees without permission would apply. So that is relevant. But to to give an extreme example, if the applicant said made an offer which this is a fantasy, they're not doing this. But if they made an offer to for the right or, you know, a penny where the the landowners are required to transfer all of their freehold property to the applicant, that would be considered an unreasonable attempt to acquire land by negotiation.

00:51:04:20 - 00:51:43:11

And there's been a recent compulsory purchase order where it's a the barking case for a town centre regeneration where it was considered what you know, whether the applicant had made reasonable endeavours to acquire land by agreement. So think that the terms that are being offered are relevant to that question. And that's why I think it speaks to a question that is relevant for the examining authority to consider. Now, all that said, I am hopeful that we can go away with the applicant and come to an accommodation on this point, but that is by no means certain, is it? So we, you know, we're obliged to raise these points because they have very tangible impact on our client's use of their land.

00:51:43:15 - 00:51:44:03

Okay.

00:51:44:14 - 00:52:08:17

Um, can I just. Because deadline three is good, um, five, maybe more weeks away. I'm going to request that progress is made with this negotiation at pace. And we put that down as a hearing action. If he can have a position note between the applicant and the landowners. And so, you know,

00:52:10:14 - 00:52:46:19

very briefly, it should be, um, a really brief version of a statement of common ground, but a little more than what's gone into the compulsory acquisition schedule, highlighting the areas of agreement and highlighting the areas of disagreement and how far you are on that. So if we can put that down as a hearing action for deadline three, um, I think that might help us greatly, but in the meantime, it still stands. Miss Ashwell, if you can, over the next couple of days, just tell us, um, you know, answer the question that I've put to the applicant at least, so that we can follow it up with written questions.

00:52:46:22 - 00:53:17:17

Yes. Jen Ashwell for the applicant, that's fine. And I suppose just to clarify the the point that Mr. Highsmith made. Yes, we have been engaging with Mr. Highsmith for some time, but the first substantive, substantive discussion on heads of terms only took place two weeks ago. We were only contacted by Argent towards the end of January in terms of actually engaging on the heads of terms. So apologies if I if I wasn't clear.

00:53:17:19 - 00:53:18:27

Okay. On that point.

00:53:20:15 - 00:53:27:12

Are we generally in a good place in terms of next steps? Is that agreed between parties? Yeah.

00:53:29:03 - 00:53:36:26

Okay. Thank you. Um, good. Can we move on to the next set of representations from Savills?

00:53:39:17 - 00:54:15:04

Good afternoon. Jane Kenney from Savills. I've just got a number of clients. I'd just like to give you an update on. Um, firstly, um. Julie Dacre, who's a bridge and the affected party with the main compound, would just like to note that in the compulsory acquisition schedule, heads terms are agreed for the easement. But to be clear, as the colour in the schedule can be a bit misleading that we have not yet been issued with heads of terms for the compound.

00:54:15:18 - 00:54:45:08

Okay. Then in terms or again of Mrs. Dacre and also Mr. Jeremy Riley, both who is the adjoining landowner to the main compound. Neither client feels there has been adequate assessment undertaken in regards to the site selection and because of the approach that has been taken, other suitable sites have been disregarded.

00:54:45:20 - 00:54:49:05

And this is for the main compound at Attleborough. Correct. Okay.

00:54:50:05 - 00:54:57:03

It is noted that these points were and don't intend to go back over them, but were raised at a recent hearing. Yeah.

00:54:58:23 - 00:55:33:11

Um, they don't believe that the combined impact has been assessed adequately. Should all of the proposed projects in the area go ahead? Um, especially the Norwich Western Link. Um, we've been referred to the traffic and transport statement, which clearly says these assessments will be based on a worst case scenario. Um, however, there is no reference of how they would treat Norwich Western Link.

00:55:33:13 - 00:55:46:14

And in fact, until very recently it was expected that the works on Norwich Western Link would have connects 2024 to 2025. So there would have been a clash.

00:55:48:09 - 00:56:27:09

But the transport and traffic statement is silent on this. Um, there's no clear direction on how, um, traffic movements are going to be managed in terms of reducing additional traffic through the village and the impact on the villages. There's genuine concern over the road safety because of the junction off the Fakenham road up a steep slope with incoming roads to cross onto the actual main compound.

00:56:27:11 - 00:56:35:14

And yet again, we've not had anything to give us any sort of comfort that that's been addressed adequately.

00:56:36:29 - 00:56:48:23

Um. And this essentially, we've been referred to a number of different documents when we've been trying to seek information and just have not been able to find any clarity.

00:56:50:20 - 00:56:56:23

So that's just sums up where we are with regards to the main compound.

00:56:57:27 - 00:57:44:13

Miss Jenny, before you go on, um, I was just going to say that a lot of matters you've raised probably were best placed, um, being raised at issue specific hearings because they relate to very specific matters relating to, to traffic and, and construction effects. So it's unlikely we'll be able to go into detail on those specific matters because we've covered them at issue specific hearing for um, three and four. So, uh, what you might want to tell us is within the scope of this hearing where, where you are with the people you represent and, you know, um, the areas of disagreement with the applicant.

00:57:45:10 - 00:57:48:05

Um, so moving on to the Diocese of Norwich.

00:57:49:05 - 00:58:08:28

So just before we do, could I just double check the, um, you referred to a road safety issue at, um, in relation to Fakenham Road. Is that the one where the applicant is now removing the hedgerow to overcome the concerns of the County Council? Is that just want to check? That's not a different. No, that's one of the same. That's the one. Okay. Thank you.

00:58:13:01 - 00:58:57:04

So yet Diocese of Norwich, heads of terms have not been signed. Um. And the reason that is, is because they're actually not in a position to be able to sign them as they don't have the rights. They have an agricultural tenant on the land and they do not have the rights within the tenancy to be able to grant an easement. Um, we touched on earlier about heads of terms not being binding, but obviously because of their status and position, they have a moral duty that if they were to sign these heads of terms, they would be doing so in the knowledge that they could actually deliver.

00:58:57:21 - 00:59:09:21

Um, but at this point in time, they are not in a position to be able to move on to a voluntary agreement because which was still trying to sort out how we're going to deal with the occupier.

00:59:11:23 - 00:59:44:22

Um, then further moving on to Tina Hayward, which is some land which actually isn't affected by the scheme, but due to an error on the land registry. Um, shows the boundary in the incorrect area. It's

very clear on the ground where the boundary is, it's just the red line on the title plan is incorrect. Um. Applicant needs that to be resolved.

00:59:45:05 - 01:00:22:08

Um, and is seeking the my clients to resolve it. My clients are happy with the current position and are not minded to be put to task to do that. Um. And, um. Would revert the matter back to the applicant, which to resolve it directly with the land registry, which is the position. And just for completeness on with regards to heads of terms not being signed, um, National Trust obviously haven't signed heads of terms for the reasons that you're all aware.

01:00:27:02 - 01:00:27:21

Okay.

01:00:27:27 - 01:00:35:23

Thank you. Can we just go backwards on this one? Uh, the error with land registry. Do you want to just address that first, quickly? Um.

01:01:12:18 - 01:01:48:06

Harry Hyde on behalf of the applicant. Just in relation to Tina Hayward. Um, and just to come back on that point, it relates to plot 1903, where there is anomaly in the land registry data which says that Ms. Hayward owns more land than she purports to own, she said. And it covers the field owned by page post, which is plot 1901, which brought us into this is a land registry issue, which is what's been registered by the owners of that property, which has not we're not the owners.

01:01:48:08 - 01:02:06:02

We can't affect change with land registry. So we have offered terms to both parties to complete a voluntary agreement over that land, which would be registrable unless there is a transfer between the parties that they can be between themselves to make the boundary correct, as it were, with land registry.

01:02:07:21 - 01:02:20:01

So basically the land that Ms.. Hayward owns. A land registry has recorded that as more than what she owns and includes somebody else's land.

01:02:22:28 - 01:02:53:09

They don't overlap somebody else's property. So the two boundaries are but each other as far as land registry are concerned, but they don't actually meet a physical boundary. The physical boundary is somewhere else in the field, which is where probably the true boundary is. So it is a sort of a boundary issue between two parties which equinor are not party to know to be able to make those changes. Yeah. So that is what's brought in that plot of 1903 in respect of Tina Hayward. Okay.

01:02:54:19 - 01:03:13:14

Um, and I just get this the point about the Diocese of Norwich and the concerns about how the tenants are going to be dealt with. That's the second time this has come up today. Is that, um. Uh, do you have a similar approach with this, where you've gone back with a proposal?

01:03:34:11 - 01:03:47:15

Um, Jen Ashwell for the applicant. Our our position throughout negotiations has been to negotiate with freehold owners, which I think is an entirely standard approach to negotiations. Um.

01:03:50:24 - 01:03:52:23

Is to deal with freeholders only.

01:03:54:09 - 01:03:55:03

Is that what you said?

01:03:55:05 - 01:04:00:08

Yes. That has been our approach throughout negotiations to date. Um.

01:04:01:25 - 01:04:32:23

We appreciate that the Diocese of Norwich may be in a position where the easement the easement terms sorry, the tenancy terms don't enable them to grant that easement without the tenant's consent. Um, and. We have been working towards a position with freehold owners where they are responsible for obtaining that consent from tenants, which as far as we're aware, is an entirely standard approach.

01:05:13:08 - 01:05:13:23

Okay.

01:05:17:04 - 01:05:23:06

Um, is that everything that you're just dealing with? Freeholders and, um.

01:05:23:09 - 01:05:31:08

John Ashcroft. Did you want me to address the other points that have been raised? No. We're sort of working backwards. I wasn't sure whether we'd moved on to any of the other points.

01:05:31:20 - 01:05:51:03

No, I'm still not satisfied with your response about the Norwich Diocese of Norwich. And just if you could just explain that if they if in dealing with their tenants, um, you said that you think that they might not be able to negotiate with their tenants. What's the next step then at.

01:06:23:01 - 01:06:26:09

Um, Simon Hinchcliffe on behalf of the applicant. Um.

01:06:27:26 - 01:06:59:16

The process is similar in that if there was a mortgage company with a charge on the land, they would have to be they would have to provide their consent to a landowner enter into the agreement. It's a matter that will get picked up when it comes to the actual negotiation and agreement of the option agreement itself. I mean, we're happy to engage with with the affected party on potentially skipping heads of terms and going straight to legal negotiations, if that would get around the issue of not being able to enter into heads of terms.

01:07:00:18 - 01:07:03:17

Um, we're more than happy to consider such an approach.

01:07:04:25 - 01:07:31:24

If can just pick up on two points. I know you feel that this is a standard approach. I have to say I've done quite a few of these now, and this isn't the approach that I've been used to. And secondly, I don't think you can compare it to the same as a lender, your tenant. It's more complex than that. There are relationships involved and.

01:07:33:20 - 01:07:55:00

We just don't. It's. It's not our project. We landowners do not wish to get involved in negotiating with the tenant. It's for the developer to negotiate. We're very happy to give consent for the developer to go and speak to our tenant to negotiate terms. But it's really isn't for the landowner to get involved.

01:07:55:12 - 01:08:13:04

Can just ask what the reservation is for the landowner to. I mean, you talked about relationships. I'm assuming the relationship between the landowner and their tenant here. Um, you know, what is your reservation about having that, you know, fronting that conversation, so to speak.

01:08:14:07 - 01:08:34:04

Landlord tenant relationships as in all kinds of relationships. But in particular, these farming relationships, um, aren't always the best. They can be quite some tensions and we just do not wish to be exacerbating, um, relationships. It's.

01:08:36:19 - 01:08:39:28

And think you know, think it's not unreasonable

01:08:41:16 - 01:08:52:29

for the developer to be having those conversations. These are quite complex negotiations. Um, and it's not for the landowner to get involved in.

01:08:53:17 - 01:09:04:26

I mean, is that something that you know? No, your position is to deal with the freeholder. But in order to move negotiations forward where there are these fraught situations, is that something that you could make exceptions?

01:09:05:21 - 01:09:47:14

Yeah. Well, for the applicant, yes, I think we could. I think there would be knock on implications for the terms of the agreements that have currently been offered to freehold owners which have been offered on the basis that they would obtain that sort of, you know, the equivalent to vacant possession. So that would be something that we would have to consider. And my understanding in this particular instance is that Ms.. Kenny is also acting for the tenant. Oh, okay. So I'm sure that we can we can move discussions forward on that basis and perhaps, you know, make an exception in this case if that would move things forward.

01:09:47:17 - 01:09:48:03

Okay.

01:09:48:05 - 01:09:50:08

Ms.. Kenny, are you acting for the tenant?

01:09:50:16 - 01:09:51:19

No. Okay.

01:09:55:25 - 01:09:56:10

Thanks.

01:09:56:20 - 01:09:58:16

I couldn't possibly act for both.

01:10:06:26 - 01:10:07:11

Up.

01:10:09:04 - 01:10:10:09

Not inflation.

01:10:10:17 - 01:10:12:24

In one case being talked about. I'm acting for the tenant.

01:10:13:04 - 01:10:14:00

Right? Yeah.

01:10:14:12 - 01:10:53:00

Okay. Um, so you could potentially act. You could potentially negotiate with the tenant, but then that would make a difference to the heads of terms. So is that something that could ask you to take away, particularly where the concerns have been raised? And I've now noted two places where there is this concern about the way you're going to, as it was put previously, the way you're going to treat. Uh, the, you know, some of the, the tenants, the occupiers of the land. Is that something you can take away and maybe come back to us and specify whether you might be able to front those negotiations?

01:10:53:15 - 01:11:09:15

Dan Ashworth For the applicant. Yes, that's certainly something we can consider. Think we've been working on the assumption that the freehold owner would probably prefer to have these discussions themselves. But obviously if we're being told that that's not the case, then yes, that's definitely something that we can consider in order to try and move things forward.

01:11:09:17 - 01:11:21:23

Okay. But on the point of Miss Hayward, um, it seems reasonable what the applicant said. There's a boundary dispute between two landowners. It there isn't a dispute.

01:11:21:25 - 01:11:23:25

The dispute. There is not a dispute.

01:11:23:27 - 01:11:25:10

There isn't a dispute. No.

01:11:25:12 - 01:11:55:23

The era has come aught because obviously, um, EQUINOR have are coming through with their project. Both landowners are perfectly happy to cooperate for that amendment to be made with the land registry. However, they don't think that they should have to pick up the fees involved to do that, and I would state the fees to be involved to resolve that issue are considerably cheaper than to carry on proceeding down.

01:11:56:00 - 01:11:59:19

Um, the voluntary um, pushing for heads of terms and an option.

01:12:01:02 - 01:12:13:17

Okay. Miss Kenny, I hear your point. But think this is, again, another point which probably needs to be discussed. I agree. Yeah. Outside. Okay, fine. You agree with what I.

01:12:13:19 - 01:12:18:06

Agree with you. That needs to be discussed outside this room. Okay. Fine. Yeah.

01:12:18:18 - 01:12:51:02

So can we leave that with you and you can update us? Okay. Thank you very much. And as I said, unless my colleague has any questions, the main thing about the bridge compound, I think they're matters relating to quite specific issues. If there's anything that we need to pick up in written questions, we will. Um, but you know, both the things that you've read about traffic safety and about the assessment of alternatives to that compound itself, I think that matters that we've.

01:12:51:14 - 01:13:00:27

Yeah, the only reason that I raised it is because it all kind of feeds back into heads of terms and, and achieving a voluntary agreement. Okay.

01:13:00:29 - 01:13:03:08

Well, would the applicant like to respond to that?

01:13:37:00 - 01:14:26:23

Dan Ashworth for the applicant. Think. These are more sort of onshore construction points, which. It could have been dealt with if we had our relevant experts here. If they had been raised at the hearings last week and think there was a point made specifically about heads of terms being agreed for an easement, but not in relation to the temporary working area. And that was actually one of the points that we were going to come on to when we're talking about the compulsory acquisition schedule is that we feel that having reflected on it, we could probably make the position clearer within the compulsory acquisition schedule where you have landowners that are affected by both rights and temporary possession to sort of separate out those elements.

01:14:26:25 - 01:14:33:15

Okay. So that is something that we're going to be looking at just to ensure that that that position is presented clearly within the schedule.

01:14:33:28 - 01:14:34:14

Okay.

01:14:35:14 - 01:14:46:01

Um, okay. So we'll, we'll pick that up, think through more issues. Specific matters. Yeah. Okay. Um.

01:14:51:02 - 01:14:53:21

Anything further from you, Miss Kenny?

01:14:54:28 - 01:14:56:11

No, that's everything. Thank you.

01:14:56:13 - 01:15:07:27

Thank you very much. Okay. I think that covers everything in agenda item 11. Uh, unless I see any hands up, I'm going to move on. Oh, sorry. Yes, Mr. Bond.

01:15:08:03 - 01:15:23:12

If I can come back on a couple of points. Yeah, sure. Please. Just one thing. When was talking about the heads of terms and I said that was 50 heads of terms was signed. Most subject to caveats. I also know that four are not signed, so it's not. It's not a complete.

01:15:25:17 - 01:15:26:02

Picture.

01:15:28:22 - 01:15:33:16

And if can mention. If I could mention one more client, please. Um.

01:15:35:09 - 01:16:09:28

Outside league. His name is John Barnard and he has got questions over the access to the B11. 72 Hethersett, which is the old Norwich Road. I will put this into a written representation. Okay. But eventually we have suggested an alternative and the applicant has come back and said that is not suitable. It appears due to be near historic tree, which is nowhere near. Actually it's a long way up the road and they prefer an access directly beside residential development and a garage.

01:16:10:00 - 01:16:15:10

I wonder whether they want to make any comment here today. Well, they may rather wait for my written representation.

01:16:26:29 - 01:16:35:17

Um, Sherry Atkins for the applicant. Um, we'll come back to you as well. But just so you're aware, the the access road is where we've proposed.

01:16:35:19 - 01:16:36:28

It to be to avoid crossing a.

01:16:37:00 - 01:16:37:22

Cycleway.

01:16:40:08 - 01:16:41:21

Two. Sorry. Go on.

01:16:42:12 - 01:16:47:17

Well, the cycle goes the whole way along there because cyclists don't stop and get off the bikes.

01:16:51:05 - 01:17:22:01

Harry Hyde on behalf of the applicant. I think the issue relates to the fact that along this section, Road, Katz, Katz, Oak Road, if it's called Katz, Oak Road, but there is a line of trees and then there is a cycle path between it and then a hedge, and then the access to the farmer's field where we're proposing the two merged together, the road and the cycle path. So therefore, we're not trying to cross two separate lines of potential traffic to get into the field, which means that if we were coming out of the field, potentially we would be blocking the cycle path whilst trying to get onto the road.

01:17:22:03 - 01:17:48:24

And if there was something coming along cycle path that's trying to get off the road, we could then be blocking the road. Whereas when they merged together in that phase, we're just crossing once. That makes sense. But I take this balance point is that the access runs further along the field to get to this point, which is a safer point for us to. Come and go out of the field, as it were. As opposed to. By Mr. Biden is suggesting, which is less land being taken up.

01:17:50:00 - 01:18:02:26

I can see where what Harry is saying but was still writing with my written representation, if I can. One last comment. Is that a permanent construction access or just a temporary works access for reconstruction works?

01:18:09:20 - 01:18:10:05

Please.

01:18:20:07 - 01:18:32:10

Very hard on behalf of the applicant. Confirm construction access. It's not an it'd be an early works access as well, but it is a construction access. It's not necessary regardless of permanent access, if that makes sense.

01:18:33:12 - 01:18:58:23

Can I make a suggestion here that a deadline three Mr. Bond, We by all means put in your written rep. But you've understood the question that Mr. Bond is asking, and if you can provide a response to that

question at the same time so that I'm not waiting for deadline for to see your response, can we just get positions from both parties on this, your justification as well as, you know, the concern?

01:19:01:25 - 01:19:03:25

Sherri Atkins with the applicant. Yes, that's fine.

01:19:03:27 - 01:19:21:12

Yeah. What you were just describing was very helpful. I think I can picture it in my head, but it would be very helpful if it was, um, if there was a drawing accompanying it. Yep. Thank you. Thank you. Yeah. Thank you, Mr. Bond.

01:19:22:25 - 01:19:24:07

Then. Okay.

01:19:24:14 - 01:19:29:02

Um. Right. So are we all done with agenda item 11?

01:19:32:02 - 01:19:36:12

Okay. Don't see any hands. I'm quite happy to move on to agenda item 12.

01:19:38:07 - 01:20:01:05

So, Applicant, can you provide an update on the progress of negotiations with landowners? There's. I'm not expecting you to go through the table in detail, but just highlight anything that you'd like to draw to our attention, outstanding objections, etcetera. And um. Yeah. So let's do that. That's 12 one. So let's do that first.

01:20:02:15 - 01:20:45:02

If Simon Hinchcliffe, on behalf of the applicant, think we've covered a lot off of what I had planned to say, and this one will skim through it as best I can. The current position as the state of negotiations with the acquisition of rights by voluntary agreements is included within that compulsory acquisition schedule, which, as a general just mentioned before, we will look to amend slightly to separate out the different types of negotiations. So those are the cable corridor and those for temporary working hours. To paint a clearer picture. That document was submitted deadline one replacing what was appendix two within the statements of reasons and going forward, just for the avoidance of any doubt, all the updates on the voluntary negotiations will be included in the compulsory acquisition schedule and not appendix two.

01:20:45:04 - 01:20:45:21

Thank you.

01:20:47:15 - 01:21:16:02

Ultimately, the current position hasn't changed substantially since submission of the schedule at deadline one. Um, we've obviously heard the numbers already in terms of head to terms, return to the cable corridor. As has been pointed out, some have been returned subject to caveats and we're going to continue to engage with all parties on those points. But we do feel that the high rate ahead of terms returned, even subject to those caveats, demonstrates positive engagement in attempts to secure those agreements.

01:21:17:18 - 01:21:57:25

Um, as you say, rather than going through the whole schedule, I thought I would focus for you on those that have been identified with an amber status and red status. Um, can, can give the land interest reference numbers rather than names. Um, one of them was for Mr. Smith, but we've kind of been through that one, so I'll skip past that. Okay. Um. Interest 120708. Um, in the schedule, it points out

that it's been agreed with the landowners representative that given the proposed temporary use of the plot and small area in question, it was preferable for the parties to agree a temporary license for the rights prior to them being required much closer to any date of entry.

01:21:59:19 - 01:22:24:07

Interest. 120503 relates to the non-material change request submitted at deadline to this landowner would have been affected by the connection into the foul water sewer at the substation site, as soil infiltration has been confirmed as a surface water drainage solution. Negotiations with that landowner haven't taken place and are now not expected to have to take place subject to the non-material change being accepted. Okay.

01:22:25:27 - 01:22:57:01

Um. 120893. Um, this landowners confirm that they are unwilling to agree the heads of terms at the time that the terms were first issued. There was good engagement with London's professional representative and endeavoured to reach agreement, but unfortunately no progress was made. The applicant is chasing for confirmation to the landowners current position on the head of terms, but it's unlikely, therefore, that the applicant will reach a voluntary agreement with the landowner at this stage, but it will remain open to engaging with the professional representative or the landowner should they change their position.

01:22:57:09 - 01:23:20:21

Okay. 127013. This landowners communicated that they're not prepared to enter into a voluntary agreement at this stage. The affected area extends to approximately 0.13 acres on the edge of their property, which perhaps explains their reluctance to do so. And the applicant will, however, continue to engage them throughout and enter into negotiation should that position change.

01:23:22:09 - 01:23:54:17

125316. The landowners professional representative has suggested that the commercial terms offered are unacceptable. This is due to the land use. The applicant has requested evidence of the land use and has met on site with the landowner back in July 22nd. However, we're yet to receive anything further on that. We are continuing to chase response from the landowners professional representative, but there remains the possibility that agreement may not be reached with this landowner. And the applicant, again, as always, will remain open to discussion should that position change.

01:23:54:20 - 01:23:59:01

Okay. Um. So any questions on that before.

01:23:59:04 - 01:23:59:24

Move on.

01:24:00:00 - 01:24:19:09

Uh, no. The. The reference number that you gave us 120893. Is there any reason why they're not willing to enter into, um, a heads of terms with you? I'm just trying to get an understanding of why, um, you know, what kind of reasons there might be.

01:24:19:12 - 01:24:37:03

Um, the cable corridor ultimate. It's in the location of an horizontal directional drill. It's quite a large one. And it goes underneath some of their amenity land adjoining a residential property. And at present, there's just not a willingness to really enter into the agreement.

01:24:39:26 - 01:24:44:27

It might it might be related to these for the land, but don't. Okay. On this stage, we don't know.

01:24:45:09 - 01:24:45:28

Okay.

01:24:47:07 - 01:24:48:20

Bear with me one second.

01:24:56:15 - 01:25:01:10

Right. Okay. Thank you. Yeah. No further questions. You can carry on if something.

01:25:01:12 - 01:25:01:27

Okay.

01:25:02:13 - 01:25:20:00

Um, so obviously he had two terms of the documents that set out the basis for what will be included within the option agreements. And we've touched a little bit on where that's up to. As Jane Kenny pointed out, the latest version went back to Burkett, who were appointed on behalf of Legg. Okay. That went out on Friday.

01:25:21:24 - 01:25:23:29

So we're waiting to hear back on that. Um.

01:25:27:20 - 01:25:46:21

I think Jen's already pointed out about the response received that it was quite encouraging. Um, in terms of timescales for exchanging option agreements, you've asked this question a little bit previously. They are subject to receiving relevant consents, for example, from mortgage companies that have touched on before, as well as the level of engagement from other parties legal representatives.

01:25:48:09 - 01:26:11:15

Um, just moving on to the substation. Um, we've been engaged in discussions with the landowners professional representatives since summer in 2021. And as a result of this extended period of positive negotiation, it must be said, it's considered that negotiations are at an advanced stage. There is current, very active engagement with the landowner representative as well, and we're confident that we'll be reaching agreement for that in the near future.

01:26:11:17 - 01:26:12:02

Okay.

01:26:13:14 - 01:26:46:17

On the temporary working areas, it was touched upon by Jane Kenny, just about Julie Dacre. Now um, the heads of terms negotiations in respect of the base. Document. And the same way we did with the easement. We're trying to agree a base set of terms that will then be populated and issued to the relevant landowners who we are seeking such agreements with. We have a meeting on that tomorrow to run through that and hopefully move that forward, at which point we can then populate those and get them sent out to landowners as well. But there's there's been good progress made on those negotiations as well.

01:26:49:08 - 01:26:51:00

And that concludes the update.

01:26:55:04 - 01:26:55:23

Um.

01:26:56:29 - 01:27:04:19

Just because reference was made to yourself. Mr. Highsmith, is there anything you'd like to add here? Anything further that you'd like to bring up?

01:27:06:23 - 01:27:41:12

No, we have a number of representations which we're making in relation to items raised in our discussions around heads of terms and the project generally. They do range, they're very wide ranging from ecology. Ironically, the organisation sponsored does not have to replace trees and hedgerows that they remove, although they're looking to fetter my ability to plant them. So there are areas that we see as serious concern, one of them which will raise that on a separate area, which is around a chalk stream, which we think is a wholly unacceptable, unacceptable approach.

01:27:42:09 - 01:27:57:14

I think that we will rely on our representations. Okay. Thank you. By the way, I'm not represented by Burkitt. We have retained our own advice. Okay. And so far to date, we've had no recompense for any of our professional fees.

01:28:00:24 - 01:28:01:09

Okay.

01:28:02:10 - 01:28:12:27

Any further points from you, Ms.. Kenny? From you, Mr. Bond, on the update so far? I know that this may not they may not be people represented by you, but.

01:28:13:11 - 01:28:14:18

No, thank you. No.

01:28:15:16 - 01:28:16:12

No, thank you.

01:28:17:01 - 01:28:20:01

Okay, Mr. Rush. See? Your hand is up.

01:28:21:08 - 01:28:22:09

I don't know. Yes.

01:28:22:16 - 01:28:27:19

Jonathan Rush for the Brown and Co for the landowner that.

01:28:27:21 - 01:28:31:11

Own the substation site. It's just to endorse.

01:28:31:13 - 01:28:32:06

What the applicant.

01:28:32:08 - 01:28:34:15

Is said in that engagements.

01:28:34:17 - 01:28:45:29

Have been very positive. The only reason the things haven't been concluded are for matters probably outside of everybody's control, which should be resolved very, very shortly.

01:28:46:16 - 01:28:52:21

Okay. Thank you for that confirmation. Um, anything from yourselves to anything you've heard?

01:29:05:22 - 01:29:29:28

Ma'am, just to pick up on a point for Mr. Highsmith about replacement of trees. The applicant has committed through the landscape management plan to provide for replacement of trees, which is secured through the requirements of the under the the requirements, securing the landscape management plan. And that is a commitment from the applicant that would be taken forward.

01:29:30:24 - 01:29:31:09

Okay.

01:29:32:14 - 01:29:53:21

So can I just add to that, Sherri Atkins for the applicant? So in addition to the commitment to provide trees on a ratio of 1 to 1, we will also be providing hedgerows along the where along the line where there lost in effect, there will be replacing hedgerows. Um, as you know in the exact same location as they currently are.

01:29:55:11 - 01:29:55:27

Okay.

01:29:57:23 - 01:30:10:05

Um. Okay. I'm satisfied with that. Uh, if there are no further questions. Then I think we can quite safely. Move on to agenda item 13, and I'll hand over to Mr. Rennie.

01:30:16:24 - 01:30:56:13

So this agenda item relates to statutory undertakers. Um, firstly, the examining authority would like to give the opportunity to establish undertakers. Should they should any present wish to make oral representations in addition to any submission that they already made to the examination. It's not essential that you make an oral representation if you feel that the matter matters, that you wish to raise have been covered in your submission so far, whether or not an oral representation at this compulsory acquisition hearing is made, you can continue to provide written submissions at the relevant deadlines and or representations at subsequent hearings.

01:30:56:15 - 01:31:21:24

If they are held, the examining authority will invite the applicant to respond to each representation individually in this agenda item, in addition to the update in agenda item 14. So, um, we would like to invite all representations from any statutory undertakers. Firstly, is there any um, representation locally made today from national highways?

01:31:25:25 - 01:31:34:22

Hey. Good afternoon, sir. Now, don't. Don't wish to make an oral representation at this afternoon. Thank you. But if you have any questions and I'm more than happy to answer them, I'll try to answer them.

01:31:35:17 - 01:31:47:13

Okay. Thank you. Yeah, I've got some. I've got some questions to come afterwards, so that will be in the next agenda item. Thank you. Is there any other statutory undertakers here today who wish to make any oral representations?

01:31:52:14 - 01:32:13:29

Nope. Okay. Um. In that case, I think it's probably best to move on to the next agenda. Item number 14, where some specific questions related to specific statutory undertakers. Um, so. Firstly, a couple of questions for the applicant. Um,

01:32:15:14 - 01:32:29:10

suppose in general, firstly, are there any further updates from the applicant on the negotiations with statutory undertakers since the start of the Undertaker position statement was submitted at deadline one that you can form us about?

01:32:35:04 - 01:32:42:12

Lawful for the applicant. So I think the only key update to provide would be.

01:32:44:09 - 01:32:54:06

Confirmation that the and think this actually was in at the last deadline but the confirmation that but it's not obviously reflected in the position statement yet the

01:32:55:21 - 01:33:36:22

think the Vattenfall protected provisions for Norfolk and Norfolk Vanguard have been agreed and we understand that Vattenfall will be writing in. Uh. We're both north of Boreas and north of Vanguard to confirm that we have reached agreement on those. So in terms of updating that for next time, we would be color coding those with green. I think otherwise generally we did discuss drainage authorities last week, um, which is the Environment Agency, the Norfolk Rivers Drainage Authority and the lead local flood or flood authority.

01:33:37:02 - 01:33:54:21

And the main update there would be that we are now in agreement with the lead local flood authority that there will be protected provisions for them. So that would need to be reflected at the the next deadline. Um. Otherwise.

01:33:56:17 - 01:34:20:23

I don't believe that there is a specific update that all discussions are progressing and ongoing and that we as sort of discussed earlier, we've already talked about how we will look to reflect and the timings on. Where we may highlight a future point areas of disagreement. But

01:34:22:08 - 01:34:26:20

our position and as agreed with with the other with the undertakers

01:34:28:10 - 01:34:44:25

is that we are. Actively negotiating that. We are all working very hard towards getting those protected provisions. Bespoke protect provisions agreed that at the moment we do not anticipate there being any barrier to doing so

01:34:46:24 - 01:35:32:22

and that we will continue. Those negotiations mean the vast majority of the wording is in agreed form. There are just some specific points with each undertaker, but it wouldn't be helpful at this point to highlight those think that would be potentially counterproductive to where we are in those discussions, which I think is reflected by the fact that that the undertakers are not here themselves. Put forward those representations at this point. So we will obviously continue to work with them and we will provide updates to the position statement in line with what we already discussed at the agenda item 7 or 3 earlier on to try and give you greater clarity at the next deadline and as we move forward.

01:35:33:26 - 01:35:35:03

Okay. Thank you. Um.

01:35:36:26 - 01:36:00:20

There's a couple of specific questions. Um, Network Rail have stated in their response to the first written questions answers that the Heritage Railway, North Norfolk Railway is not part of their operational network, but they retain restricted covenants to this land. The applicant has acknowledged this point in their response, but, um, is there still a need for protective provisions for this railway?

01:36:03:11 - 01:36:06:06

And has there been any maybe discussions with the owner?

01:36:08:28 - 01:36:48:29

But nor fuller for the applicant. So they're not operational assets. So think in that regard. They fall outside of the provisions, obviously, with regards to whether there would be any impact that would fall under separate negotiations as necessary. But certainly in terms of the protected provisions, I think that's the point that Network Rail were were highlighting there. That's not part of their operational assets. And it's the it's generally the operational assets of an undertaker that are covered by the protective provisions, but that wouldn't bar us reaching any agreements as necessary with network rail.

01:36:49:29 - 01:36:58:12

And so I've got North Norfolk Railway PLC at Sheringham Railway Station. Have you been in contact with them and negotiation with them?

01:37:17:25 - 01:37:26:16

And well for the applicant. We understand that heads of terms have been agreed with that party and the option agreement has been issued to them and is under negotiation.

01:37:30:12 - 01:37:47:25

Okay. Thank you for the update for that one. Um. I don't think Network Rail are here today, but can you explain what is meant by the private agreement referred to by Network Rail in their most recent submission? Um, how this will be secured and whether this will be presented to the examining authority.

01:37:55:26 - 01:38:03:20

This is in the status negotiations. End of the last letter says network promoter negotiating a private agreement to regulate the manner.

01:38:05:06 - 01:38:07:21

Of which rights over a railway line can be acquired.

01:38:10:02 - 01:38:31:00

Laura Fuller for the applicant. So it's not a document we would share with the examination. Um, it is a something that Network Rail require in terms of framework agreement and asset protection. There are various standard form documents that they seek that sit alongside the protective provisions, Right?

01:38:31:14 - 01:38:35:27

And this would be one of these sort of typical standard form agreements. Okay.

01:38:42:23 - 01:38:44:05

Okay. Moving on. Um.

01:38:46:08 - 01:38:51:21

Does there need to be any protective provisions within the four national highways? Um.

01:38:56:07 - 01:39:00:10

And maybe what provisions you might see required in there.

01:39:03:07 - 01:39:34:10

Laura miller for the applicant. So, yes, we are actively negotiating protective provisions with national highways at the point of submission of the application. We unfortunately didn't reach a point with national highways where we had clarity with regards to whether or not protected provisions would be required, and they did provide some to us. But it was at the end of August, at literally at the point we were submitting. So unfortunately, we didn't include them then.

01:39:35:12 - 01:40:06:21

We would have then been negotiating them outside with an intention that they would go in. But we were trying to progress to A to get those to a more agreed state. Um, we are aware that National Highways has submitted some form of what they consider their templates protected provisions appended to their written representation. We are considering those now with moving forward with national highways.

01:40:07:17 - 01:40:08:02

Okay.

01:40:11:23 - 01:40:49:04

Miss Fuller at think it was issue specific hearing. Three, where the barrister from national Highways did raise some concerns. And one of the action points, if I remember correctly, was for them to consider if there's anything that's not been covered by protective provisions and if those concerns would still. Okay. You know, if their concerns are not entirely covered by the protective provision. So just to make sure that we're coordinated, could you just ensure whatever comes in through protective provisions does address those points? And if there is something that's not addressed, that's highlighted for us.

01:40:50:03 - 01:41:10:21

Laura Fuller For the applicant. So, yes, in our discussions with national Highways, we are very conscious that there are the elements that can be covered by the protective provisions in terms of us needing to under the A47 and A11. That's right. So those the the protective provisions will.

01:41:12:06 - 01:41:31:07

Cover those processes and the agreements and approval of drawings and the things they've highlighted in their written report as appropriate. We've also been discussing with them that there are potential other areas that would. More suitably set in a cooperation type agreement,

01:41:32:29 - 01:42:15:24

particularly around the interaction between the A47 National Highways Project and the CEP and DEP projects. We've had an initial discussion with Mrs. Haslett and we are just waiting to hear back in terms of what they what they would require to be covered in that cooperation agreement. But there is a general agreement in principle that we will have a separate agreement that will sit alongside to support that coordination and deal with the with any issues that are not covered under the protected provisions.

01:42:16:19 - 01:42:17:07

Okay.

01:42:18:14 - 01:42:25:16

Okay. Thank you. Um, could just bring in the representative from National Highways. Just got a question.

01:42:28:07 - 01:42:30:14

Hello? Catherine Hazlett for National Highways.

01:42:30:20 - 01:42:47:24

Hello. Hi. Um, yes. The most recent representations say that National Highways does not agree with the approach taken to compulsory acquisition of rights and temporary possession of land by the applicant to date. Um, has this changed with recent negotiation in terms of your position?

01:42:48:11 - 01:43:07:06

We're still negotiating with the applicant on how we can try and avoid compulsory acquisition and move forward. So think the temporary acquisition may well be covered by protective provisions and we'll be negotiating how we can accommodate what they require without the need for compulsory acquisition.

01:43:08:24 - 01:43:11:20

Okay. And.

01:43:14:22 - 01:43:23:22

And how far? Well, how do you see the negotiations progress and so far in terms of, um. Well, progress.

01:43:24:29 - 01:43:27:13

Um, it's probably fair to say.

01:43:27:15 - 01:43:37:25

We're getting there. Unfortunately, we've had a change of personnel, which hasn't helped. Hasn't helped progress. So, yes, I'm working to progress this as quickly as I possibly can.

01:43:38:23 - 01:43:48:23

And in terms of sort of milestones, do you see this being progress? For example, by the end of the within the examination period, sort of in the summer?

01:43:49:12 - 01:43:50:23

That's what our aim is.

01:43:51:04 - 01:44:06:29

Yeah. Yeah. Okay. Have you any other comments that you wish to make on the protective provisions? I know you put in your appendix a list of protected provisions as an example. Um, is there anything else you want to raise based on maybe negotiations with the applicant?

01:44:07:11 - 01:44:09:13

No, that's fine. Thank you very much.

01:44:09:17 - 01:44:10:10

Okay. Thank you.

01:44:10:12 - 01:44:11:04

Thank you.

01:44:14:20 - 01:44:17:05

Anything else you would like to add to the national highways?

01:44:19:16 - 01:44:22:20

Laura Philip of the applicant knows who. Think that sufficiently covers it.

01:44:26:15 - 01:44:27:00

Thank.

01:44:29:18 - 01:44:59:24

Um, the next one I want to highlight is, um, Perico. Um, obviously we'll be discussing this a bit more on Friday. Um, when we talk about helicopter access and such like. Um, but they've also stated that in their discussions with yourselves that they are trying to agree arrangements to enable coexistence and cooperation. And they've talked about requiring protective provisions to be imposed on the applicant through the DCO.

01:45:00:03 - 01:45:11:09

That would think they're looking at that obstacle free airspace, for example. Um, but has there been purely in terms of protective provisions? Has there been conversations with perico about these things so far?

01:45:16:25 - 01:45:18:14

Julian Boswell for the applicant.

01:45:20:14 - 01:45:21:21

As a So you're asking.

01:45:21:23 - 01:45:24:02

Me a factual question. And the factual answer.

01:45:24:04 - 01:45:25:21

I think, is no.

01:45:26:21 - 01:45:27:22

In other words, we are.

01:45:27:24 - 01:45:33:23

Still at the point of trying to understand their their their position. And they may or may not.

01:45:33:25 - 01:45:39:05

I'm not saying it won't happen, but if you're asking me factually, has that begun? The answer is no. Okay.

01:45:39:16 - 01:45:43:00

We can explore that and get bit more on Friday because think they'll be in attendance then?

01:45:43:06 - 01:45:59:14

Yeah. So Chandler, for the applicant, just to add to that, we are engaged with Perenchio and have been making contact with them and seeking to arrange a meeting. We know they're intending to attend on Friday for the specific hearing and we hope to have a follow up.

01:45:59:16 - 01:46:00:23

Meeting with them thereafter.

01:46:01:08 - 01:46:04:00

Okay. Thank you. Thanks for the update. Um.

01:46:06:10 - 01:46:26:06

The next one is to do with Anglian Water. Um, straightforward. And really they stated that the undertaking is currently proposing an obsolete version of Anglia Water's standard provisions. Think they provided you with the most updated version? Um, is that something that we're likely to see within the update for the.

01:46:29:19 - 01:46:38:15

Julian Boswell for the applicant. Just need to make a general statement here, if I may, on this subject of standard protective provisions.

01:46:41:03 - 01:47:12:22

Yes, statutory undertakers put things forward and say they are their standard protected provisions. And now we've got new standard protective provisions. The reality is that they do have to be negotiated because they have to be fair and balanced. And so, yes, if if fair and balanced protected provisions are put forward, then we will obviously be able to agree them much more quickly than if there are aspects, because it's normally only aspects of them that are are problematic. Um, sometimes there are side agreements which either vary the protected provisions, i.e.

01:47:12:24 - 01:47:31:17

what you see on the face of a DCO isn't always what actually the true legal position is, but the the true legal position is not in the public domain because there is a private side agreement that's varied that or supplemented it. So I just couldn't resist commenting on this notion of standard protected provisions. Well, they've.

01:47:31:19 - 01:47:56:04

Stated that the ones that you've included so far are previous Anglian water protected provisions, so that that was used as such. So on that basis, if they were providing new protective provisions, it might have been something that you were looking to adopt though. Understand, you need to go through them by taking you aware of the the new protective provisions and that they're being negotiated within them.

01:47:56:27 - 01:48:30:01

Laura Fuller for the applicant. Yes. We subsequent to the applicant application being submitted, we have been actually negotiating on that set of provisions that they are referring to as their standard set of provisions. So comments are already going back and forth on those actual provisions. It's just because they're still in active negotiations and they're not they're not substantially different. Yeah. That we haven't updated them in the draft yet.

01:48:30:07 - 01:48:41:11

The main intention would be to update them at the point of agreement because we don't consider there are huge number of outstanding issues that could be resolved fairly easily with them.

01:48:43:27 - 01:49:29:24

Thank you. Last one. I just want to ask about Frontier Power. And I think they submitted they did submit a relevant representation R034. As they understand it, Frontier Power manages the blue transmission Sheringham's Shoal high voltage transmission export cables to connect with the offshore wind farm to the grid. Um, just could you, can the applicant outline what is the cross agreement referenced in the applicant's response to it and to relevant representations? Also, what type of entity

frontier Power is, whether it's a statutory undertaker, and is there a reason why there hasn't been a set of protective provisions for high voltage transmission export cables such as provided by Frontier Power?

01:49:32:09 - 01:49:50:24

Laura Fuller for the applicant. Yes. Frontier Power Limited are a statutory undertaken. Think we have included them in the statutory undertakers position statement. Just need to double check that but can move on to the to the other points. Um, so.

01:49:52:14 - 01:49:53:13

It is a very.

01:49:53:23 - 01:50:23:27

It's an industry standard practice to enter into crossing agreements where two sets of cables or there is approximate or proximity agreements where assets are in close proximity. Um, they are generally fairly standard terms, obviously subject to negotiation for particular projects. They are a mechanism to and a very accepted mechanism to agree to manage those relationships. Um.

01:50:25:12 - 01:50:59:23

Where there is a crossing agreement for some statutory undertakers, they are satisfied that that is sufficient to protect their assets and protect provisions are not included in the DCO unless they request them because it's felt that those. Those agreements will sufficiently cover that. And Frontier Power Limited have just recently informed us that they will actually be writing to confirm to the panel, to the into the examination that we are in discussions about the crossing agreement and that they do not require protective provisions.

01:51:00:29 - 01:51:10:19

I'm not sure if they are in the strategy poker list. Unless I'm missing, they're not coming up at all, which is one of the reasons I think we asked where there is a statutory undertaker in York.

01:51:13:15 - 01:51:22:15

That's sorry for the confusion. It's because they are actually referred to as blue transmission in the positions to transmit blue transmission.

01:51:24:26 - 01:51:33:08

In the in the statutory undertakers position statement. And they are an electricity undertaker under part one of the Electricity Act. Right.

01:51:33:18 - 01:51:34:13

Thank you for that.

01:51:47:02 - 01:51:48:05

Okay. Um.

01:51:52:17 - 01:52:04:11

I haven't got any other questions myself to do with statutory undertakers. Just open up to the floor. Is anyone else got any questions? Do with statutory undertakers or anyone joining us? Virtually.

01:52:08:23 - 01:52:10:09

Well, should we go to break?

01:52:14:22 - 01:52:15:07

That.

01:52:16:09 - 01:52:37:11

If I may. There is a point on the agenda about implications of not reaching agreement, which we did say think earlier in the day that we would come back to that we have have a response to and that obviously will then be incorporated in, as we've discussed, into the statutory undertakers position statement. So if it's helpful, I can outline that.

01:52:38:15 - 01:52:39:04

Deputies do.

01:52:40:13 - 01:53:18:05

So in the event we weren't to reach agreement on any of the bespoke protective provisions that we're negotiating, the situation would be that the applicant would present its version of the provisions. Those would be the ones that we would put in our final version of the draft DCO, and we would explain why we consider that they are adequate and that they meet the test that the Secretary of State will need to consider as to whether or not we would be saying that that they can be used to confirm that there would be no serious detriment to the carrying out of the undertaking.

01:53:19:01 - 01:53:59:00

It's if the statutory undertaker in question disagrees, then they are within their rights to put forward a separate set of protected provisions and put forward their arguments as to why they are more appropriate. And then the obviously the Secretary of State, as part of his decision, would have those two sets of provisions. And there are potentially a number of outcomes there. They could accept the applicant's protective provisions. They may choose to accept the statutory undertakers, protect provisions, or they may choose to actually mix and match or blend in the way that they consider appropriate.

01:54:00:00 - 01:54:26:06

So whilst obviously we are doing everything we can to avoid that situation, we are aware that that does occasionally happen on other and has happened on other discos including other offshore wind discos is not the position we're obviously hoping to reach. But there there is a way that that can be resolved post examination by the Secretary of State if necessary.

01:54:29:00 - 01:55:00:03

In order to avoid that situation. I think it just makes my point, notwithstanding the concerns you've already raised, that if we can have from you, um, areas of disagreement in particular, if those areas of disagreement are about wording of the protected provision by deadline fall so that by the time we are doing our commentary on the DCO, we might be able to explore further, um, um, how the examination might progress that matter.

01:55:00:18 - 01:55:01:29

Um, then we can do that.

01:55:03:07 - 01:55:40:07

Laura Fuller for the applicant. Yes, madam. I think we agreed that we would obviously make every effort to to provide that. We are also generally taking the approach of trying to agree what we are putting in front of you with the with the other statutory undertakers. So as I mentioned earlier, there is a balance there in terms of trying to manage all of those expectations. And it might be that that deadline for we still think we are going to reach agreement. Um, but if we if, you know, we will, we will do our best to, to highlight that even if it might well be in fairly high level terms at that point, but also to try and do that in agreement with the statutory undertakers.

01:55:42:09 - 01:55:42:24

By.

01:55:52:13 - 01:56:20:03

Okay. The time is now. 3:11. So we'll take a short break at this point. Um, a little bit longer, though, so we can go through the action points. Um, so we'll come back at exactly 330. So again, if for attendees online, if you decide to leave the meeting during the breaks, then you can rejoin using the same link provided in the invitation email. If you're watching the live stream, then please refresh your browser to resume each subsequent session. Thank you.