

PLANNING ACT 2008

INFRASTRUCTURE PLANNING (EXAMINATION PROCEDURE) RULES 2010

**WRITTEN SUBMISSIONS OF NFU REGARDING THE SHERINGHAM SHOAL and DUDGEON
OFFSHORE WIND FARM EXTENSION PROJECTS**

DEVELOPMENT CONSENT ORDER APPLICATION BY EQUINOR

PLANNING INSPECTORATE REFERENCE NO EN10109

**SUBMISSIONS OF NATIONAL FARMERS UNION AND LAND INTEREST GROUP ON ISSUES
FOLLOWING COMPULSORY ACQUISITION HEARING ON 29TH MARCH 2023.**

DATE 2nd May 2023

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1.0 Introduction

1.1 Submissions on behalf of the National Farmers Union (“NFU”) and the Land Interest Group (LIG) in respect of the application for a Development Consent Order (DCO) by Equinor for the Sheringham Shoal and Dudgeon Offshore Wind Farm projects. The NFU is making a case on behalf of its members and LIG on behalf of its clients who are affected by the DCO. This submission is submitted to highlight issues of concern which have been raised by NFU on behalf of NFU members and landowners represented by LIG who will be affected by this project and where raised at the compulsory acquisition hearing on 29th March 2023.

1.2 The agents represented in LIG are Savills, Strutt & Parker, Bidwells, Irelands, Brown & Co, Cruso & Wilkin and Clarke & Simpson. The NFU and LIG are representing over 60 landowners and farmers affected by this proposed scheme.

2.0 Q2.8.2 Affected Persons’ Site-specific Issues

Q2.8.2.1	Applicant National Farmers Union	Term a) NFU, provide evidence that 99 years term for the dDCO and aspects of CA has been secured in Triton Knoll (although the ExA understands that the 99-year term was not secured through the dDCO and through other means), the reasons why this was agreed, and the mechanism used to secure the agreement. b) Applicant, provide justification why you may need any of the provisions in the dDCO, especially land acquired through CA, for any more than 99 years, with reference to s122 of the PA2008
	National Farmers Union response	<p>a) To seek permanent rights over land in order to deliver a Project that has a limited duration exceeds what is reasonably required and amounts to a disproportionate interference with the rights of the landowners. The Project has a limited duration only: the Applicant’s lease with the Crown Estate; the operational life of the Sheringham Shoal and Dudgeon offshore windfarm; and licenses granted to OFTOs. The exact periods of these agreements are not known on this Project although on other projects these periods have been for less than 60 years.</p> <p>Should the applicant need to extend the Term this should be undertaken through negotiations as would be the case with other affected stakeholders.</p> <p>Through the compulsory acquisition hearing for Triton Knoll Electrical System. On 22nd December 2015 Triton Knoll offered a time limited easement for 99 years. This was secured through the voluntary agreement with Landowners.</p> <p>Please see attached link the references in the TKES hearings setting out the background and the outcome on the term of the easement.</p> <p>Oral submission following compulsory acquisition hearing on 13th November 2015; https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN020019/EN020019-001198-</p>

		<p>151130%20EN020019%20NFU%20and%20LAAV%20Written%20reps%20-3%20attachments.pdf</p> <p>Answer to question CA 2.3 and CA 2.6 of the EXA second written questions on 5th January 2016; https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN020019/EN020019-001272-160105%20EN020019%20%20NFU%20and%20LAAV.pdf</p> <p>Oral submission following the ISH – socio economic issues on 19th January 2016: https://infrastructure.planninginspectorate.gov.uk/wp-content/ipc/uploads/projects/EN020019/EN020019-001357-National%20Farmers%20Union%20and%20Lincolnshire%20Association%20of%20Agricultural%20Valuers.pdf</p>
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3.0 Q2.16 Land Use

Q2.16.1 Effect on Agricultural Land and Businesses and Recreational Assets

Q2.16.1.2	Applicant National Farmers Union	Outline Management Plan for Agricultural Matters Further to discussions at ISH3 [EV-036] [EV-041], both parties provide a joint update on discussions about whether there is a need for an outline management plan for agricultural matters to be linked to the OCoCP. Include details of any remaining disagreements.
	National Farmers Union response	NFU have stated the necessity of the Outline Management Plan. NFU and LIG believe that our proposed recommendations following the ISH1 are to be accepted but still waiting for clarification.
Q2.16.1.4	National Farmers Union	Effect on Individual Businesses The Applicant is of the view [REP1-036 Q1.16.1.8,] that it is not possible to meaningfully estimate the amount of land in each holding or therefore the amount of land affected. What is the view of the NFU on this matter?
	National Farmers Union response	NFU are surprised that the Applicant is unable to provide an indicative area of amount of land within each farm holding. NFU would have expected following meetings with farmers and occupiers the total land within each farm holding would have been gathered. With this information and the area of land required for the Order Limits it would be a simple calculation to determine the proportion of farmland that was affected by the scheme for each affected farmer.

		NFU expect this information to be sought and the ES updated accordingly.
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4.0 Occupiers interest

There has been a lack of negotiations for Occupiers as there has been an unwillingness by the Applicant and their agents to address how Occupiers should be treated. NFU has been advised by LIG’s solicitors, Birketts, that Burgess Salmon, the Applicant’s solicitor, have indicated a willingness for the Occupier to be party to a separate agreement from the Landowners. However, it is still unclear that the Applicant and their agent will negotiate with the Occupiers and their agents to agree Heads of Terms including commercial terms. NFU and LIG expect Occupiers to agree terms directly with the Applicant and that it is not for Landowners to be party to these discussions save for providing their consent for the Occupier to enter negotiations with the Applicant.

