

SADEP_CAH2_22 JUNE PT2

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FULL TRANSCRIPT (with timecode)

00:00:05:03 - 00:00:10:06

And I'm resuming session two of this compulsory acquisition hearing. Um.

00:00:11:23 - 00:00:14:20

People online, are they generally back?

00:00:16:29 - 00:00:20:16

Looks like it. Okay, I will proceed.

00:00:22:04 - 00:00:47:05

So we're moving on to agenda item five. Um, and we're seeking representations from affected persons and any statutory undertakers all the way. Um, and if I could be seeking representations from two of, from one affected person and one statutory undertaker, if I could get a representation from national highways first.

00:00:53:27 - 00:00:55:02

Mr. Hucker you.

00:00:56:08 - 00:01:39:29

Some from national highways or the um response In our deadline five we have attached two documents the appendices and it is we because of our legal team, will be not available today. So they have submitted this one earlier. So I believe that will have our answer. And the in terms of the um, composite acquisition, what are in, in our previous response, which applicant already discussed previous session? Uh, the about the 27 006 parcel, it is our from our a47 schemes.

00:01:40:01 - 00:02:11:03

We will have, as we have mentioned, that we will have our, um, that that land is our name, that we will be permanently acquired and do those things in terms So just wanted to mention that permanent and new rights by our project on that one. So other than that everything is I'm okay. Um, so we, we don't have any further documents needed to submit on this, um, session.

00:02:12:20 - 00:02:13:15

Mr. Hawk if.

00:02:13:25 - 00:02:14:10

You have a.

00:02:14:29 - 00:02:52:19

Yes. Yeah, just just a few questions. So, um, I have a few questions about what you've just said, but I'll just step back a little bit. Um, first of all, Ms.. Fuller, um, gave us an update on the progress with protective provisions in the last session, which was really helpful. And I just wanted some commentary from you because, um, in your deadline five submissions, it seems there is still quite a gap between what you want in the protective provisions and what the applicant was agreeing to. And I

was just wondering in your view, where that difference lies and whether you're getting closer to agreement now?

00:02:53:20 - 00:03:27:00

Um, what we have submitted in terms of protective provision, as discussed from our legal counsel, there is still not confirmed and from our A47 team, major Projects team, the cooperation agreement, the discussion has been just recently initiated by the both parties, so still not been sure and believe everything we are holding for what will happen on the a judicial review answer or results. So possibly that that's anything other than that.

00:03:27:02 - 00:03:33:28

I, I cannot tell you what will be on the legal side of this particular matters.

00:03:34:19 - 00:03:45:08

Um, okay. Um, that worries me slightly just because you talked about the judicial review process and so it seems like.

00:03:46:06 - 00:03:51:10

Because nobody know the. Nobody knows the. What could be the results of coming.

00:03:51:25 - 00:04:06:08

And understand that. But is what you're saying that the agreement to the protective provisions is reliant on the outcome of that case? And am I to assume then that the protective provisions will not be agreed during the before the close of this examination?

00:04:07:12 - 00:04:31:15

We we try to agreed with the our solicitor teams with their sausages teams that are definitely we like to finish it within this hearing sessions of 17th July. So before the hearing finish we like to try our best to finish it because that is our hope and that is our target as well.

00:04:33:14 - 00:04:35:14

Just a quick comment from the applicant on that.

00:04:37:14 - 00:04:38:26

Laura Fuller for the applicant.

00:04:41:07 - 00:05:07:13

Adam think it's probably worth acknowledging that the book and his legal representative won't have had time to digest or see our Deadline six response yet, or the updated protective provisions that we have included in the DCO. We do consider from the applicant's perspective that that does narrow the issues between us. But there is there are still some disagreements with regards to.

00:05:09:18 - 00:05:40:00

Quite a number of obligations that are included in national highways version of the protective provisions which we are discussing, and we are endeavouring to work through that as quickly as possible. We do have some concerns not in relation to the judicial review because from our perspective that isn't a factor that will determine whether or not we can agree that protective provisions, because we are drafting those regardless and that they would apply.

00:05:40:28 - 00:06:15:04

And the main concern we have is obviously, as you're rightly indicating, there is now limited time left. We are, as we set out in statutory undertakers position statement, we are awaiting comments from national highways. So at this point we are uncertain. Quite as to the gap between us, and it is taking

longer than we would have hoped. We had hoped to have had an update to give you that we were in receipt of those comments by now, but we still are not.

00:06:16:00 - 00:06:53:29

So I think on that basis, this is one where I would say that there is a chance we won't agree within the by the end of the examination, obviously, we would continue working to agree those as quickly as we could and provide post examination updates, acknowledging that's not ideal, but but it wouldn't prevent us trying to reach agreements still with national highways on those protected provisions. But we are acknowledging that this might be a situation where, particularly with current time constraints, that it might not be possible to reach agreement by the end of examination.

00:06:54:01 - 00:07:03:13

And think we discussed at the last hearings what that might involve in terms of submissions that would need to be made by both parties come the end of examination.

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

Okay. So think that what this does is makes it more pertinent for me to go back to the question that I was actually going to ask, um, before the update from Mr. Huck. So. So just in terms of the compulsory acquisition matters, Mr. Herc, it is my understanding that you have three outstanding concerns and I'm going to summarise those concerns and please interrupt me if my summary is inaccurate. First is regarding the provision in Article 20, which allows the acquisition of permanent rights in the SRN.

00:07:36:29 - 00:08:09:06

The second is the installation of the cabling under the highway, which you feel could be achieved via the new Roads and Street Works Act. And the third is the overlap with the overlap between the order limits of the proposed development and the order lands in the A47 DCO. And my question quite simply is that which of these concerns will fall away and which will remain if and when the protective provision is agreed? So in other words, when the protective provision is agreed, will all of these concerns fall away?

00:08:14:28 - 00:08:25:09

National highways, as I understand, protective provision may not cover everything. So there are things

00:08:27:03 - 00:08:59:02

which is a cooperation agreement. That's what it came stands. And also the side agreement is discussion. Now, as we heard from our colleague. So these these are the legal side. And I will take your question to our colleague. Definitely they will say to that in terms of horizontal radiation drilling or the cable crossing splitting things, I'll I'll request my colleague to answer from that side and tourism and he's available now.

00:08:59:16 - 00:09:28:03

And in terms of number one, we have, I believe we what was being raised or presented from our 47 major project schemes. We have shared our current drawings, we have shared our ecological mitigation proposals which are very recent one. So everything I believe it will be manageable or it will reach to our target. Both the parties we we like to see. So.

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Mr. Rosman Did you have anything to add to that?

00:09:39:21 - 00:10:16:23

Andrew Rossman National Highways. No, not really. But mean with the best will in the world, we want to cooperate and achieve what the Dutch and Ecuador scheme wants. But obviously with the judicial review holding us to ransom in a way we can't even decide what a program would be. But our intentions on the Tottenham to Eastern scheme is to start in the new year, subject to in the next 2 or 3 weeks that the judicial review has been decided.

00:10:19:27 - 00:11:10:18

Okay. Thank you, Mr. Rosemond. Um, could I just then get some clarification from the applicant? So we're now to today we've you've mentioned, of course, we've got the protective provisions which are still under discussion. You've then talked about the cooperation agreement today. We've heard about something about a side agreement. And I'm just what I'm concerned about is that at the end of the examination, we will not have enough reassurance that, A, the that national highways are able to remove their objection, but even less that we can be certain that the effects of the proposed development on the road is not going to be managed in a way that's necessary.

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So can you just give us some some assurance that if protective provisions, which is likely will not are not is not agreed before the close of the examination, then how can you reassure us on those matters?

00:11:27:02 - 00:11:57:08

Nora A For the applicant, some of this is covered in our deadline six response. Just highlight that in terms of the deadline six response to national highways deadline five submissions. The Protect provisions that we would include in the development consent order will have significant protections for both the Strategic Road Network and the A47 tandem scheme. All view is that those protections will.

00:11:58:05 - 00:12:16:10

Um, do provide sufficient. Comfort and reassurance to national highways. There may still be some areas of wording where we have not been able to reach agreement. There is currently, for example, a discussion ongoing between us as to.

00:12:18:12 - 00:12:40:09

Some of the wording in there. Protect their version of the protected provisions has a significant overlap with the Section 278 Highways Act regime. And we have a slight disagreement in principle as to whether or not that should sit within the protect provisions that we are trying to resolve with them. But in terms of the protections.

00:12:42:11 - 00:13:13:19

The underpin the the the protection provisions, the national highways, they will contain the approvals processes and restrictions in joined with that in relation to exercising a certain powers and you will be able to see that when you have had a chance to have the opportunity to look at our deadline sixth submission and the updates that we have made to the protective provisions in order to try and move forward on this matter.

00:13:13:21 - 00:13:25:05

So from our perspective, our current position and that will remain is that the protected provisions will provide that protection that is required in order for that

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for the Secretary of State to make any decision. But we acknowledge that we're still in flux here, and national highways will also need to come back on that when their legal representative is available. I think. Mr. Bosworth, were you wanting to add something?

00:13:43:23 - 00:14:22:19

Julian Boswell For the applicant, just to say, Madam, obviously on these inset projects. All parties trying to reach agreement by the end of the examination. There's enormous pressure to do that. We're very well aware of that. We have been making considerable efforts to do that, and not only in relation to national highways, but I know we're coming on to a sort of wider consideration of an update for statutory undertakers. And if it helps for me to just having been involved in this a few times before, where there have been situations where you've got an absence of agreement at the end of the examination, what it's then incumbent on us and on national highways to do.

00:14:23:12 - 00:14:54:07

Between us is to ensure that you have in front of you clearly what the alternative provisions are, that both sides are asking for, what the differences are and what the reasons for the differences are. And then what in practice happens is that you will look at what we are offering, as it were, as the applicant deciding if you actually agree with us, because our position is that we are offering adequate protection, as Mrs.

00:14:54:09 - 00:15:35:06

Fuller said, remembering that national highways we were negotiating for months on an earlier version and less onerous version of national highways protected provisions which they put forward. So they were acceptable to them a few months ago. Suddenly we get a new set of provisions which are significantly more onerous, and suddenly these are the ones that we have to work on. Fine. So we are working on those. But that doesn't simply mean that we just agree with whatever is put in front of us because we have to protect our position too. And the provisions have to work for this scheme because there are inevitably differences and bespoke situations for each screen to each scheme to some extent.

00:15:35:11 - 00:16:06:20

So what then you will be looking at their their version of the protected provisions. There'll be a lot of similarity between them, but there will be some differences and then you will have to decide whether you agree with the arguments that they are making for the points that they want. And then what has certainly happened more than once is that the secretary of state has had to has jumped sort of one way or the other on different points so that you actually don't end up with either theirs or ours. So we're obviously hoping that you will agree with us and we are going to be making the best case we can for that.

00:16:07:11 - 00:16:47:25

It's possible that you will agree with them and give them everything that they're asking for. But it's also possible and certainly has happened a number of times where you have something in the middle and then you have to deal with it's more work for you. We are very well aware of that in terms of how you have to consider it and then write it up in your report. It's more work with the secretary of State. And of course this is what has already indicated. We will continue discussions and we know we well aware that ideally we would be avoiding this by reaching agreement. But in the three months that you are writing your report and we're well aware that you don't get what anything after the end of the examination, that anything that is sent in, even if it's addressed to you as simply passed through to the secretary of state, you don't see it.

00:16:47:27 - 00:17:19:28

We're fully aware of that. So that what that in a perfect world, even if we haven't reached agreement by the end of the examination, we would have reached agreement and would be able to write directly to the secretary of state. That's frustrating for you because you've just wasted all that time writing it up and the possibility that we still haven't agreed. That is the way this aspect of the process plays out in practice. We have everybody has a considerable incentive on reaching agreement in terms of the cooperation agreement. We don't regard that as something that has to be agreed during the examination.

00:17:21:03 - 00:17:34:15

And so that's part of a separate discussion. And so we will explain that to you as well, or I'm sure we've said something already about that and we will bring you up to date on the position and in relation to that.

00:17:36:22 - 00:18:05:13

Thank you. That's really helpful. So just a couple of points to follow up on that. So if you recall, Miss Fuller, we'd in the last hearing, we'd requested that you submit at an appropriate time in an examination where those differences lie between protective provisions. And we said deadline five and you said deadline six. So deadline. So I'm assuming that's been submitted at deadline six.

00:18:09:12 - 00:18:46:28

Laura Fuller for the applicant. Obviously we're at a different position with each statutory undertaker. We. At Deadline's are submission is based on responding to what national highways have stated at Deadline five. The difficulty we have is that we had anticipated, as said, having comments back from national highways in relation to the protected provisions. And without those, it is incredibly difficult for me at this precise point to say what does remain outstanding because looking.

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Because I actually don't know for certain. Sure. Also have a highlighted that one of the key points is this overlap between the.

00:18:56:13 - 00:18:57:24

A47 and yeah.

00:18:58:06 - 00:19:02:26

Sorry, the section 278 also is that. Yeah. Provisions.

00:19:06:26 - 00:19:11:10

Okay, madam, if it's helpful. I think you raised a couple of points, which.

00:19:13:01 - 00:19:23:11

For Mr. Haq about the outstanding points as you understood them from national highways, which I did quickly jot down and just wondered if it might help if I just commented on.

00:19:23:18 - 00:19:25:17

Just going to ask you that. Yes, go for it.

00:19:27:27 - 00:20:12:25

So with regards to Article 20 and the permanent acquisition of Rights in the Strategic Road Network, I think I've already alluded to the fact that the updated Protect provisions and indeed the existing ones in relation to the Strategic Road Network did and do include restrictions on exercising compulsory acquisition powers. So we do consider that that is something that will be covered by the protected provisions. The points about the new Roads and Street Work Act is was made in the representations of national highways, which we responded to, I believe, at deadline five at no deadline.

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Deadline or.

00:20:13:29 - 00:20:47:21

And at deadline. Five national highways have said that they are considering that still. It's it's it's it's not a point that I that will necessarily be specifically addressed in terms of protective provisions and think we can that will be over. We will come to an agreement in relation to how that applies. The as

I've already alluded to, the updated protected provisions that have been submitted at deadline six do now include reference to the A47 and and scheme.

00:20:47:23 - 00:20:55:01

So on that basis, we consider that their provisions will deal with that appropriately and think there was a query in relation to

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and just highlight that as part of the approvals process under the protected provisions, it requires the undertaker to construct specified works in accordance with national highways specifications and requirements, and that includes the

00:21:13:02 - 00:21:42:17

design manual for roads and bridges and road safety audits. And a part of the there is a specific process for works CD 622, which is referenced, and that's managing geotechnical risk and that is where the protections lie in relation to how we would undertake works and manage those risks in accordance with national highway zone requirements. So in that regard, we consider that provisions will cover that.

00:21:49:07 - 00:22:10:07

Mr. Hulk, I am going to put this forward as a written question as well, because I would like a detailed response from national highways on that. So but I, I appreciate you don't have legal representation, so if there's anything you'd like to add to what Mr. Fuller's just said, then that's fine. But rest assured you'd be getting that question and writing.

00:22:12:24 - 00:22:21:17

Thank you. This is National Highways. Now, we will be waiting for to see the answer question from you. Hopefully we will provide the answer from our colleagues.

00:22:22:09 - 00:22:24:24

Okay, good. Um.

00:22:31:06 - 00:22:51:24

Okay. So just Miss Fuller, I know you said that it's hard for you to tell what the areas of difference remain because you've not yet heard back from national highways. But in the last couple of submissions and I think I'm looking at that deadline, five submissions now, I'm looking at the deadline.

00:22:53:15 - 00:23:24:07

Uh, resubmission here. National Highways gave a list of matters that are outstanding in their protective provisions. Is there anything fundamental here that's been raised which you feel you've not addressed and will remain outstanding? Do you know what list I'm talking about? It's the list that National Highways have talked about as remaining outstanding with respect to their protective provisions when they gave a copy of their protective provisions into examination.

00:23:25:15 - 00:23:33:09

Thoughtful for the applicant. Do you have the library reference and can try and bring that up in front of me because I can't remember exactly what it said off the top of my head.

00:23:35:06 - 00:23:46:18

So the best document to look at would be the applicant's responses to national highways deadline three submissions. So this is your deadline for document and can give you the examination reference in just a minute.

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It's rep 4035.

00:24:21:22 - 00:24:26:17

Laura. Is this the list at 3.1 in the table? Yeah.

00:24:30:28 - 00:24:32:21

Would you like me to run through each.

00:24:33:10 - 00:24:53:18

Not necessarily each one. But if you could just pull out what you feel is in the list and has not been addressed in your assessment in the protective provisions. Just so that I can understand what the gap. Might still be. Although I'm very aware that National Highways have not yet responded to your recent draft.

00:24:58:11 - 00:25:12:27

Laura Fuller for the applicant. Madam, we are still discussing the the more financial related provisions. And the extent of those and what should be included in the protected provisions.

00:25:16:08 - 00:25:43:24

We have also raised questions around the inclusion of the collateral warranties, but that does actually relate to the wider point I've already mentioned with regards to what we consider to be a large number of additional drafting provisions which are. Relate to Section 278 of the Highways Act at that process, and that would probably sit as part of a Section 278 agreement and that process in the usual way.

00:25:59:18 - 00:26:08:23

There are still some gaps in relation or some some differences in relation to the precise drafting of many of the other points. But most of them are.

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Generally will be covered in the in the protective provisions that we would put forward.

00:26:20:00 - 00:26:40:24

I think we probably have reached a point of agreement in relation to dispute resolution provisions in regards to the wording that's been put forward about expert determination, although there are potentially some minor drafting points still there. But as say, think it's hard, hard for me to say probably more than that at this point without a response from national highways.

00:26:41:00 - 00:26:41:21

That's fine.

00:26:48:13 - 00:27:02:17

Okay. I don't have any further questions on the overarching matters. Um, Mr. Huck, were there any was there anything else that you wish to cover off before I hand over to Mr. Manning for some more detailed questions?

00:27:03:09 - 00:27:04:10

No, thank you.

00:27:05:03 - 00:27:06:12

Thank you. Thank you.

00:27:08:03 - 00:27:33:25

Okay. Thank you. I've just got a couple of quick questions about some concerns which were raised by national highways in relation to some junction modelling on the A47. And I understand the applicant has provided a technical note called junction modelling clarifications. It's just a request really, whether sorry, Mr. Taylor ask you to come back, whether that could be provided to the examination, please.

00:27:37:26 - 00:27:58:22

Subtitle on behalf of the applicant. Yeah, we're happy to provide those. I think national highways are in the process of reviewing them. Um, just to clarify that, um, sort of summary of our summary is that, um, that doesn't change the, the clarifications and it doesn't change the conclusions of the assessment.

00:28:01:11 - 00:28:08:09

Okay. Thank you. From national highways perspective. Has there been any sort of movement on reviewing that document as yet?

00:28:09:18 - 00:28:32:23

I'm Samuel Hogg from National Highways. We have already started, but we received the information a little bit late, as we understand. But we we will. I know that there are almost finishing the draft will be submitting the proofreading and everything's before the deadline. Seven as we mentioned previously.

00:28:34:00 - 00:28:51:16

Okay. I mean, ultimately, obviously, the examining authority are slightly worried that it's quite late in the day and we've only got two deadlines left before the examination closes. National highways able to give any indication about whether there's likely to be any outstanding concerns at the end of the examination.

00:28:52:20 - 00:29:20:27

Uh, in terms of modeling, um, junction modeling and the other things we already mentioned to the applicant, what we are checking. So, and then possibly will confirm it because at the moment I don't have the uh, technical decision yet. I haven't received from our supporting colleague from Aecom the answer for the results of the modeling.

00:29:21:29 - 00:29:38:24

Like you could just request that if there are any outstanding sort of matters that it deadline seven. There's a very full and comprehensive view and justification provided for those because I say we are very short on time on on the rest of the examination, please.

00:29:41:18 - 00:30:15:08

Um, at the moment we, we have discussed this on the, in terms of the uh, technical information support submitted by the applicant, um, the, which we are reviewing, going through the review starting of those um, uh, concerns raised by us to them, um, that these are the issues we like to see, to have update in terms of um, the loss of sessions discussed.

00:30:15:10 - 00:30:32:06

You mentioned some of this and the earlier session in the morning. Um, so we, we, we are going through those things as well. And so not only the junction modelling but in terms of the other matters as well, which relates with our 11 sensitive junctions related to a47 areas.

00:30:33:29 - 00:30:37:17

Okay. Thank you very much, Mr. Taylor. Yes.

00:30:38:00 - 00:31:02:16

If I may. We we discussed the matter in terms of programming equally with national highways and their consultants, Aecom. And one of the commitments that Aecom made was if they as part of that review, they identify any issues to to not wait until deadline seven to raise those, but to raise those directly with us as soon as they became aware of them. So hopefully that provides a bit of assurance as well.

00:31:03:06 - 00:31:12:12

Okay. Thank you. That's good to know. Thank you. Okay. Thank you. That's all the questions hard on that particular matter. So I will hand back over now. Thank you.

00:31:26:11 - 00:31:59:08

Thank you, Mr. Manning. Um, right. So we move on to the next affected person that we've got on the list. It's Mr. Clive Highsmith. Mr. Paul Middleton and Priory Holdings Limited, represented by Ardent Management. We have your representation, Mr. Highsmith, from Deadline for which is Rep 4-056. And you've highlighted some concerns with the applicants response to examining authority. Second, written questions regarding the effect on land, landowners and blight in case of delay construction.

00:31:59:20 - 00:32:04:16

Um, do you have anything further to add before I seek a response from the applicant?

00:32:08:22 - 00:32:09:16

Um, I'd like.

00:32:11:08 - 00:32:13:03

To make a statement.

00:32:17:09 - 00:32:26:10

Not calling ardent management. Madam, did you want me to speak directly on that point? And will there be opportunity to raise other points afterwards?

00:32:27:08 - 00:32:38:08

Uh. Why don't you speak to that point, and then if there's anything further that you'd like to add that remains unresolved and you haven't raised an examination, then you have the opportunity to do that today.

00:32:39:05 - 00:33:19:21

Thank you, Mark. Audit Management. Well, we've made some points about blight and technical issues around blight in our written representations. I think that the there is some uncertainty about whether the issue of blight is relating to statutory blight, which is a legal mechanism or general blight, which is impact on businesses and landowners created by uncertainty around a scheme. And certainly from our perspective, we think that the latter is the relevant issue because of the scenarios, flexibility and the potential.

00:33:20:14 - 00:33:43:23

That this scheme could have a very long period of temporary possession with a gap in between. And there seems to be some uncertainty in the applicants representations as to how long that gap might be, whether it's two years or four years. So. Uh. If light is one of the issues that is of concern. It's not the only issue. Okay.

00:33:48:06 - 00:33:51:29

Why don't you carry on? Mr. wanted to raise the other pending issues.

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Okay. Thank you. Might want it out. Order Management. So just in terms of engagement, where we're up to, we had a meeting in May and we've had some correspondence since with the applicant.

00:34:04:13 - 00:34:36:02

It's fair to say that we are at an impasse on some of the key points, but we reverted yesterday with some proposals and how we might move forward on some of those. Just to flesh that out, the scenarios, concerns that were addressed on this morning's agenda are relevant to those outstanding issues. So in my job, I deal with compensation and compulsory purchase through the whole process, so I'll get to see what happens post consent at the delivery stage.

00:34:36:14 - 00:35:02:02

And very frequently things do not go to plan. And don't reflect what's been assessed in the environmental statement. So I currently have five instructions post consent for other linear concepts. I'm trying to sort out problems and compensation and in three of those five construction has gone badly wrong. The contractor or the promoter has not constructed the scheme in accordance with the.

00:35:03:20 - 00:35:35:29

And so that means that obviously there's impacts not assessed in examination, including the worst case scenario. And in those cases, they've got significant and serious consequences for the landowner. And that reflects the inherent risk in infrastructure, construction projects and things not going to plan. And the relevance here is that construction with separate crews or potential construction with separate crews, separate projects, especially concurrently. Seems to us to compound the risk that things might not go according to plan.

00:35:36:22 - 00:35:40:03

And that in part. Is informing.

00:35:41:20 - 00:36:00:29

The objective. Our objective is an agreement which has robust protections in place regarding sensitive environmental receptors on the land. And why we think it would be reasonable for the applicant to make a substantial effort to get agreement on those issues.

00:36:03:06 - 00:36:03:21

What?

00:36:06:04 - 00:36:11:12

Thank you. Mr.. Expand on a couple of things. Firstly, a reiteration.

00:36:14:12 - 00:36:51:16

I think I'm a view that I remain a very supportive of offshore wind farms. I hope that was demonstrated over a decade ago when we supported Statoil as the company was then called in the original scheme that they put in place. Long after the team opposite me has gone on to other opportunities and and projects, I will remain living with the consequences of the project in both its original and its expanded form.

00:36:52:12 - 00:37:24:21

We continue to have legacy issues, most of which had been addressed in the original DCO, which unfortunately subsequently involved the bankruptcy and disappearance of the main contractor. The disposal of all of the infrastructure to a third party offshore company. And the drainage problems, the

drainage problems that resulted. Continue to have been. We've been passed from pillar to post and remain unresolved.

00:37:26:17 - 00:37:56:21

Despite all that said, continued to engage with the applicant. That has been a process I've described as financial and process attrition. It's over four years since we started that discussion and up to and including the submission of the DCO. Routing was going to go either through my main house and certainly through my farm, and it's continuing to go through my farm.

00:37:57:02 - 00:38:16:11

Despite all that, as I've said, I am supportive of the applicant's approach to expand their offshore capability. But there's a point where goodwill and financial capability and the implications to my business just become almost impossible to bear.

00:38:18:11 - 00:39:00:16

I have the benefit of looking within a mile of my farm on the Hornsea project, which Orsted have just started. And it's interesting to note that against very similar conditions within the DCO, what has already been seen to have occurred in contravention of those terms as no to one which is on a minor road which is literally less than a mile away from where the applicant is intending to start. Their contractor has managed to provide what I describe as a 3.7km equivalent of the M11, which is which has involved multiple movements of.

00:39:01:29 - 00:39:35:20

Of heavy machinery of trucks, Type one. And I can't show it on the screen, but I've got a picture of actually taken yesterday, which also shows that their original three meter point of access, by the way, that's the same meter that's intended on my point of entry of the A1 49 on the applicant scheme has now managed to morph itself into a 20 foot access with car parking and a very large, I think it's three meter wide hardcore road.

00:39:36:27 - 00:40:07:20

The implications on either a concurrent or sequential program are enormous for me. This will make the difference between whether I can absorb the temporary and it is more than a couple of weeks temporary nature of the program. And if it's a sequential program, one that could involve years of disruption and in some cases permanent loss of amenity on my site.

00:40:08:22 - 00:40:39:01

We're at a critical point now where I need to have some satisfaction that the practical issues are considered. I know the applicant doesn't want to be nailed to the wall on whether they're going to go for a concurrent or sequential program. A blessing that has been evidenced again today. I understand why they don't want to have that imposed on them, but it means that our the implications for me remain uncertain.

00:40:41:12 - 00:41:16:05

My frustrations. I put to one side. I think it's worth noting that I think I'm the only farmer who's. Who's come to one of these meetings in person. I suspect that's because most of them haven't got the time or the money or, frankly, the persistence. To date, I have spent tens of thousands of pounds of money on fees, money that I frankly would much prefer to put into my farming business. The applicant has refused to reimburse me for those fees and continues to do so.

00:41:16:24 - 00:41:54:02

This this scheme is not something that I've chosen to have happen across my land. I hope that I've made attempts to mitigate and to be quietly supportive, but there is a point where I will either have to give up and accept the almost inevitable consequence of an approval and no doubt said, as the

applicant and his team hand over to a phase of practical implementation, we will see just what those the severity of those consequences are going to be on my farming operation.

00:41:55:03 - 00:42:25:05

This was not meant to be a whinge said remain supportive. The instruction to Ardent is to find reasonable grounds for making an agreement so that I have a degree, hopefully a firm degree of certainty as to what the applicant is going to do and when and where we are provided alternatives. As an example to an entry point of the A1 49, the busiest coastal road in Norfolk.

00:42:26:05 - 00:42:33:00

Uh, which we believe would aid the applicant and certainly would avoid.

00:42:35:00 - 00:43:06:26

That. Um, and we have had little constructive response. So I continue to try and find means of operating with the applicant and McLaren. Um, we have accepted that there will be a need for them to press on with their program and likewise need to have some degree of closure on what's happening because they cannot afford to continue to throw money at this.

00:43:07:07 - 00:43:39:22

And secondly, I need to have my own plans in place. And if I don't get that clarity, then it will jeopardize the future of my farming enterprise. And that's not an emotive statement. That is a practical reality. So I apologize for the emotional nature of my position, but I think it's important that. The examining will understands that the practical implementation affect us for years.

00:43:40:10 - 00:44:11:03

They are not something that is going to be finished in the period of this year. We'll be living with this for the next decade or more, as I have been to date. It is not about what is said. It is what about what happens? What is done? And I would only ask that the authority provides us with reasonable levels of protection within the approval process itself and that the applicant as a responsible, well funded.

00:44:12:03 - 00:44:42:26

And rich. The commercial organization. Recognises that it is not difficult to gain support and for that support to be evidenced, but that that requires a degree of good faith engagement and I am not sure that that is their attitude. I think they are now providing a degree of arrogance which, having been in the commercial world for many years.

00:44:43:23 - 00:44:49:22

I would respectfully suggest is not the best way to operate.

00:44:51:13 - 00:45:13:11

Um, so I've not concentrated on the practical issues we have. We've evidenced those, um, in terms of the environment. Spring, back, spring back itself. As I've said at previous sessions, that is dear to my heart as a, as a project. We have had responses referring to.

00:45:14:27 - 00:45:52:18

The applicant's strong belief that there's nothing. Nothing to be seen here. Nothing to worry about. But we do not have. I still am not I don't believe that's a view that is going to be demonstrated practically. But I'm going to be in a position where I entrust that to be done by them. But we would like to have the opportunity to be involved. Not as a. A combatant, but as a facilitator, because it's not something that, as I said, we believe the competence is not necessarily well placed.

00:45:53:17 - 00:46:01:24

Um, but am am prepared to let to give them the benefit of the doubt. So in summary.

00:46:03:18 - 00:46:37:29

Are my supportive. But we'll need to see real progress during the course of the next little while, because the implications for me and the planning of my farm enterprise and the next generation of that farming enterprise are now reaching a critical point. I have, in fact, considered disposing of my farming interests, completely closing down all farming operations on that site just because the risk represents too big a practical and.

00:46:39:13 - 00:47:03:24

In some cases a problem for my third party contracting that I am undertaking for a partner farm next door. Which if I'm unable to deliver that. I run the risk of being sued, which I don't really want. So it is important that we we reach some conclusion. So I would just again urge the applicant and his representatives

00:47:05:12 - 00:47:08:03

to try and get to that point as soon as possible. Okay.

00:47:08:16 - 00:47:40:14

Thank you, Mr. Smith. Can I just turn to the applicant? There's there's a distinction that Mr. Warnick drew at the start of his representation about light, legal and general. Could you just shed some light on that and respond to that point? Um, on that specific matter? And then, of course, both Mr. Highsmith and Mr. Warner's representations referred to. Reaching an impasse, particularly with respect to access point and some of the environmental effects and loss of amenity.

00:47:40:16 - 00:47:48:18

So if I could have your responses on those matters, how far do you think you are from agreement and what more could be done to reach agreement?

00:47:51:23 - 00:48:31:11

Don't it, for the applicant. I will briefly pick up on the light points, but there will be a bit of a sharing of in terms of responding to those points in relation to the light point. The. The way We have responded to a number of the questions from the examining authority is in relation to what's considered statutory blight. And that is where we have set out the. Statutory position in relation to the ability to serve light notices where land is under the threat of compulsion, but the notice that the powers haven't been exercised.

00:48:31:13 - 00:48:45:08

So there is no not yet a notice to treat or a general vesting declaration. And in that situation where there is a compulsory purchase order and the powers have not been exercised, there is what's known as a period of statutory blight.

00:48:47:15 - 00:48:58:28

That crystallizes at the point of the compulsory acquisition powers are exercised and then the landowner would have a compensation claim. The points about.

00:49:00:18 - 00:49:17:29

General blight are obviously more the landowners as more landowners concerns about, you know, having to deal with the project that's coming forward and the potential implications. So a number of the points that obviously Mr. Hayes, Mr. Hayes, Smith and Mr. Warner have alluded to in their.

00:49:19:14 - 00:49:23:04

A what they've just said. Okay.

00:49:24:03 - 00:49:29:22

Uh, and can you just address the concerns that they have raised on those on those matters?

00:49:31:04 - 00:49:48:03

Laura Philip, the applicant, think there's quite a lot of points to unpick and some things may need to be clarified envelope in writing. But I think we've also already addressed a number of the points that have been raised in previous submissions. So for example, the.

00:49:50:05 - 00:50:23:28

Scenarios points. I believe that we have covered those in substantial detail and think that was obviously was acknowledged in terms of the statements that were put forward. Obviously, I can only highlight again that the intention is to build these projects. The intention, the ideal intention is to build them under scenario four and an integrated way. But there are, as we've already gone over a number of times, the number of reasons why we can't currently commit to that and that permission situation remains in that flexibility.

00:50:24:01 - 00:50:26:12

You know, we say needs to be retained.

00:50:28:15 - 00:51:03:12

Um, it's it's very difficult for us to comment on how other schemes have been implemented whilst also we have, you know, understand and are hearing the concerns that are raised around the difficulties that the that Mr. Smith has experienced. All I can say is that the we have undertaken a robust assessment. There are significant requirements and articles in the DCO that will that place controls over how the set up will be constructed and come forward.

00:51:03:22 - 00:51:10:19

And absolutely we would be operating and, you know, absolute intention to operate within those those limits.

00:51:14:29 - 00:51:50:10

Think I should also just highlight that there are probably a few things that. Within the DCO, we've got the most recently we've got the collaboration requirement, which is also there to try and give some reassurance as to how the two projects will bring these projects forward in a collaborative manner and engage with each other. Then it's also worth highlighting that there is the stakeholder communication plan within the code of construction practice, which will be which is around the engagement, ongoing engagement with landowners and which would be adhered to.

00:51:53:06 - 00:52:15:17

There is also the opportunity potentially for think it's been raised. It wasn't necessarily specifically mentioned today, but it's certainly something that's been raised in previous responses around potential use of ADR. And think we have clearly said in our responses that we are very open to that in terms of trying to work with the landowner and resolve issues if that was necessary.

00:52:25:24 - 00:52:33:20

Don't think these are all the points I'd jotted down quickly and in response, then Mr. Hinchcliffe is going to come on to the access point.

00:52:33:29 - 00:52:48:15

Sure. Before we just hand over to you, can I just ask what likelihood or what you can do in the next three weeks to perhaps overcome some of the objections and reach voluntary agreement?

00:52:52:19 - 00:52:55:14

Okay. Uh, good afternoon, Madam.

00:52:55:16 - 00:53:25:21

Sam Hinchcliffe of Dark McLaren. We're acting as land agents for the applicant on the project so I can speak as far as the voluntary agreement goes and the impasse that was referred to by Mark Warner. He emailed us, I think it was yesterday morning as he, as he stated, just with some potential positions, proposals to a way to move forward with that voluntary agreement because some of the items were perhaps not what you would typically associate to the voluntary agreement. But as Mr.

00:53:25:24 - 00:53:57:13

Smith has set out, he he has concerns. It's very personal to him that spring back, for example. So on the point of spring back and there was some management of treasure, there were two items there. I think on first inspection of those proposals, it's something that we might be able to move forward on to remove the impasse on those two items. It just needs clarification as it only came in yesterday. We just want to confirm it with the wider project team in respect of the access. We did respond in a deadline for submission.

00:53:57:15 - 00:54:19:24

We we do consider that access to be suitable for the purpose we need it for. Um, I don't know. I've seen a photos across the room there of what she's doing. I can't speak to that. I don't know what, what the situation is with that in terms of car parking, but in terms of what we're seeking consent for, it's not our proposed use for that. It is temporary construction access.

00:54:21:05 - 00:54:21:20

Um.

00:54:22:20 - 00:55:02:01

Smith also referred to the professional fees. And on that we have requested a detailed breakdown of costs incurred to date with time sheets to support the course. And we're just awaiting same on that one. But typically I should say that, you know, there's sort of tens of thousands of pounds. I assume that includes some legal costs potentially incurred throughout the examination. Typically, cost during examination are borne by either party that they're responsible for their own costs, But without having seen the extent of what's within those timesheets, it's difficult to respond to much on that point.

00:55:05:17 - 00:55:15:01

Um, and what about the. That's really helpful. Thank you. Um, but the final point about what progress you think you can make on some of the outstanding issues.

00:55:15:21 - 00:55:45:23

Yeah. I'm so sorry if that was missed, but the point was that what Mark has proposed for those two central items, those were, as I interpreted it, were two quite big markers in the way of moving forward with that voluntary agreements. I think we've we've discussed wider terms within the heads of terms with Mark as well and believe we have made. Good progress on those points. But from the email that we see from Mark, we were quite encouraged in terms of being able to move forward on it. Thank you.

00:55:46:19 - 00:55:47:17

Anything further?

00:55:47:19 - 00:56:20:21

Yeah, I'd like to respond. Um, unfortunately, don't have the benefit of teams of people to to put on these programmes. So between Mark and I actually, you know, I run a farming business which its entire profitability will be used on the fees for me to have to defend my position on the DCO alone.

Um, I think actually the applicants profits last year were 28 billion. Quite nice. Um. So I'm afraid there's sort of a consistent pattern of, yes, we're making progress.

00:56:20:23 - 00:56:57:01

We're not making much progress. The Springbank component was a serious concern. Ongoing concern. I raised this in previous issue, Rounds said. We're trying to be constructive. It's not a case of we're trying to be difficult. I didn't appreciate getting a Section 172 notice when I raised it before, but I've got past that and we're trying to find a means that we can continue to be monitored or monitor the situation, not frustrate what's happening. But we have concerns. We have continuing concerns about the concurrent or sequential nature of works are going to be undertaken there.

00:56:57:06 - 00:57:27:14

They remain. Um, the fee structure, I said, is one of financial consequences to me and my family. Um, it is unfortunate that the imposition of a scheme such as this requires me as an individual to mitigate the imposition of a commercial interest on land that I own, which I find hugely ironic. And I don't have the resources just to absorb that. I certainly don't have the time.

00:57:27:16 - 00:57:56:25

Having already spent four years of non recoverable time with No, I'm not very active. Um, so these are, these are serious consequences and I suspect ones that are mirrored by the many landowners and tenants who are also affected by this scheme. I am fortunate in the fact that primarily through the sale of part of my farm, I actually have the resources to continue this process. Otherwise I would have given up.

00:57:58:00 - 00:58:29:12

Okay. Thank you, Mr. Highsmith. So it seems like some of the outstanding issues, despite the progress that the applicant seems to have made, is not quite seen the same way by the affected person. But what I can say is that the three weeks for an examination, if you can continue to make that progress on both sides, I will look forward to a closing statement from the affected person at the close of the examination. Um. If there's anything you wish to add, which you haven't already said before.

00:58:29:14 - 00:58:30:08

Mr. It.

00:58:32:00 - 00:59:02:06

One final observation. I don't know if you're aware that actually if I had agreed the heads of terms understanding the heads of terms are not legally binding, but I would have had a moral and in fact, practical obligation not to have come to these sessions and to complain or to actually put in any objections. So if you want to know why there are no other farmers here, that's why. So it's not because they suspect the most. Most of them should be concentrating on doing what they should be doing at this time of year, which is looking after their crops.

00:59:02:27 - 00:59:13:21

It's as much about their inability to accommodate the practical as well as the legal implications should they opt. We come to these type of arrangements.

00:59:13:23 - 00:59:21:10

Yeah, we appreciate your representative and your engagement and we encourage others to engage in the process so it's not lost on us. Um.

00:59:23:21 - 01:00:11:11

Not audit audit management. Want to just pick up on the point of ADR because see, in the written response to the applicant, to your last written questions about the Vicarage Fields case that the

applicant said that they are willing to offer ADR alternative dispute resolution. I've not seen any. Anything. To that effect that is available and. Think it's important that it is it's in accordance with government guidance that should be and that's what the Vicarage field decision in part turned on whether or not reasonable efforts were in accordance with government guidance and for an offer of to be tangible and meaningful, we need to know what the policy is, when it will apply, how it will apply, and then be written commitments.

01:00:11:13 - 01:00:13:15

It would be my suggestion on that.

01:00:15:02 - 01:00:49:03

Thank you. Um, so I think that we can close this down. It seems that there is a little bit more back and forth in terms of correspondence that's needed, and I would really strongly encourage that. That's done at pace so that we can reach some sort of agreement by close of examination. But at the same time, I would encourage Mr. Highsmith and his representative to submit a closing statement at the close, actually a uh, at the next deadline.

01:00:51:16 - 01:01:03:03

Nobody else had registered to speak. So I'm going to move on to the next agenda item, but I'm just going to look up because I can see there's a few people who have joined.

01:01:07:16 - 01:01:08:03

Afternoon.

01:01:09:05 - 01:01:09:22

Jane Kenney.

01:01:10:08 - 01:01:11:09

Can't hear you, Miss Kenney.

01:01:11:11 - 01:01:11:26

Sorry.

01:01:18:23 - 01:01:56:07

Dan Kenny from ADAs. This is probably an opportune moment to pick up. I have been asked to raise a number of increasing concerns of frustrated clients with regards to their experiences with the project, and it actually echoes quite as a few points that Mr. Smith has raised. I'm representing over 20 affected clients, which is a substantial length of the route. The majority are understanding of the requirement for the project and accept their role in facilitating it.

01:01:56:21 - 01:02:01:06

However, they do expect to be treated in a proper manner.

01:02:01:15 - 01:02:10:24

Sorry, I'm going to just interrupt you there. Ms.. Kenny. Is there anything that you are raising today that you haven't already raised an examination, either at hearing or in writing?

01:02:11:00 - 01:02:14:29

I haven't raised the points I'm going to bring. Okay. Um.

01:02:16:25 - 01:02:56:16

However, they expect to be treated in a proper manner with respect and the appropriate measures taken to ensure their land, which is the basis of their livelihood, is returned to its former condition as

best as it can be once the project has been completed. After all, that is the farmer's greatest asset. The first concern is the applicant could have secured their DCO before the voluntary agreements are finalised. As things currently stand, landowners are not in a position to agree voluntary agreements as there are still outstanding matters which need to be understood and agreed.

01:02:57:13 - 01:03:21:15

In this scenario, it is possible that the applicant will not have the compulsion to have real and detailed discussions with landowners. Clients are fearful that the applicant may rely on their compulsory acquisition powers rather than reach satisfactory agreement with landowners putting them at a disadvantage.

01:03:23:01 - 01:03:54:21

Secondly, the applicant's refusal to pay reasonable landowners future agent fees I appreciate fees is not a matter for the panel, but this situation is causing worry and some city to clients and in particular vulnerable landowners and tenant farmers. Serpent dip could affect the landowners for a period of 10 to 12 years, which is obviously an enormous imposition on them and their businesses.

01:03:55:12 - 01:04:10:19

Farmers are facing their own challenges within the industry and should be able to freely seek professional advice and support without the burden of having to pay for that advice, which essentially is for the benefit of the applicant.

01:04:12:15 - 01:04:26:06

I appreciate the applicant has been very busy with the DCO, but clients find this position wholly unsatisfactory. As I've already mentioned, landowners accept their role in enabling this project.

01:04:27:23 - 01:04:30:11

But they are treated fairly and equitably.

01:04:32:06 - 01:04:32:24

Thank you.

01:04:48:21 - 01:04:50:12

Sorry, Miss. Miss Kenny, I'm.

01:04:52:06 - 01:04:59:05

Thank you for your representation. And I understand you. Represent 20 affected persons, but I'm just struggling to understand.

01:05:00:27 - 01:05:17:12

What effects? Aside from the fair and respectful treatment that you're talking about, is there anything specific about the landowners and how they're affected that you'd like to raise that can actually seek a response from the applicant from.

01:05:19:03 - 01:05:24:03

The lack of engagement which we have actually raised in our latest submission.

01:05:28:01 - 01:05:54:09

I'm very aware that compensation is not a matter before the examining authority. But you mentioned that a pay payment of fees during the examination is to be borne by either parties. Could you just set that in context for me and for the parties present here briefly and think lack of engagement for sure is a point that you can address and indeed how that can be.

01:05:55:26 - 01:05:58:07

Maybe taken forward in the next three weeks.

01:06:01:21 - 01:06:36:09

For the for the applicant. A fairly brief response on the feeds, but just to highlight that there is no legal requirement to pay costs associated with with in effect an objection or making representations to a compulsory purchase order or development consent order, and that would include professional fees. There are legal obligations that exist to pay professional fees, but that arises at the point the compulsory acquisition powers are exercised. Um. However, the applicant has been voluntarily paying fees and.

01:06:37:19 - 01:06:59:11

Has been paying those and think the only points, as I understand it, and Mr. Hinchcliffe can correct me if I'm wrong, but it's more about a matter of what's considered reasonable. But certainly these have been being paid to date on a voluntary basis. So we have gone beyond what what we're required to do legally.

01:07:06:23 - 01:07:37:05

Assignments for the applicants are just moving on to the level of engagement that was referred to. Um, mean our approach, the consultation generally was set out within the consultation report that was submitted to pass the application. And on my part, I'm not aware of any dissatisfaction that's been raised throughout this process on that to date. Um. In addition, there was a statement of reasons that set out the details of the negotiations that have taken place with the land agents group, of which, Jane, Kenya's part. I'm not aware that that has been commented either.

01:07:38:02 - 01:08:10:04

Um, Jane mentioned about tenants and the consultation with them. Um, we submitted quite a bit of details in the applicant's response to examining authority's second written question on the approach of tenants. But as part of that, a fact sheet was sent out that set out what, entering into a voluntary agreement. Sorry, what the landowner entered into a voluntary agreement means for them as a tenant, how is their interest affected? We've not had a response on that from any tenants and we've not had a response from that on on any from any land agents either.

01:08:11:02 - 01:08:18:00

Um, throughout this process we've been updating on the status of negotiations during examination within the compulsory acquisition schedule.

01:08:19:06 - 01:08:19:21

Um.

01:08:19:23 - 01:08:39:01

And. Yeah, the dispute relates to fees moving forwards. As Jane said at the moment, I'm not aware in respect of Jane's own fees that anything is outstanding on that point. So we've not had sight of any time sheets where there is any matters outstanding on that one.

01:08:39:29 - 01:08:40:14

Um.

01:08:41:16 - 01:08:57:09

I am due to give a bit of an update on the progress of negotiations which would form part of further engagement in terms of the progress of the negotiation of the draft option agreement. So don't know if you want me to. It kind of feeds into that that part of this agenda. It does.

01:08:57:11 - 01:09:41:26

But just if you just bear with me one second, I'll just go back to parties. So as you've said, compensation is not a matter before the examining authority. You've both made your points. The applicant has given a response. I'm going to draw a line under that at this hearing. So I don't think I'm going to, um, seek any further representation on that simply because we can't do anything about it. Um, but is there anything else that you would like to say mean? You know, the points that have made have been made about engagement? And remember, clearly at the first compulsory acquisition hearing, you'd made the points about tenants and, and the that the applicant should engage with tenants.

01:09:42:11 - 01:09:48:09

And the applicant says that they've not actually had any responses from them. So do you have anything to say?

01:09:48:11 - 01:10:11:03

I'm afraid I don't recognise that at all. And the ball as far as myself and league are concerned is very have gone back to the applicant. Um, and we've had no response apart from trying to push us into something that we do not believe is correct, which hence why this matter is still outstanding.

01:10:14:19 - 01:10:51:24

The madam will come in with your difference between. This is not compensation. This is reimbursement. These are two very separate things. Legal fees in terms of taking advice pre DCO about the implications of his schemes. In fact, some schemes which were abandoned is entirely reasonable. And the applicant through there, people on the ground have repeatedly refused and been, I have to say, disingenuous about their willingness to engage.

01:10:51:26 - 01:11:30:07

And in fact, in my particular case, not only engaged but then withdrew their commitment, sending me a very nice long email full of quite interesting legalese as to why they weren't going to pay me. Um, so I understand why you'd like to draw a line under it, but said this is why these objections, which I think is their plan, are falling by the wayside because people cannot simply afford the time and money to continue engagement with with an applicant who continues to demonstrate a degree of aggression and and I think disingenuous behavior, which doesn't serve them well.

01:11:31:06 - 01:11:55:08

A statement. That's an interesting distinction that you've drawn, that this is not about compensation. It's about supporting you to engage with the examination. We will take that away and process that in and come back with further written questions as we see appropriate. Um, does the applicant have any final comments to make about what you've just heard?

01:11:59:20 - 01:12:00:27

Julian Boswell for the applicant.

01:12:04:04 - 01:12:47:18

Just that I've just been jotting down the words, some of the adjectives as we've gone along in terms of arrogance, aggression, disingenuous, not in good faith. And we don't think that it assists this process to to engage in in in. In that language. And so we're not going to be responding in terms we have been promoting this project in good faith or whatever it is, more and more years. And we we think we have got a good track record in terms of the engagement that we've had across the piece, whether it's with statutory authorities like Norfolk County Council through to the different range of stakeholders that we have that we have engaged with.

01:12:47:20 - 01:12:51:08

It's always the case on a major project that you cannot.

01:12:53:22 - 01:13:17:15

That you cannot keep. Respect the projects coming along periodically. Appreciate There is a history for some landowners here of being affected by multiple projects. But we would say very firmly that we have been promoting this project in a responsible and a good faith manner.

01:13:20:21 - 01:13:21:10

Okay.

01:13:22:16 - 01:13:23:20

Any comments from the table?

01:13:27:10 - 01:13:40:27

Right. Um. So I'm going to. Is there anybody else respond? See you all on the table. And they've not said anything. Did you have to add anything to the discussions today? Don't feel like you have to.

01:13:41:27 - 01:13:43:18

Thank you. Thank you for the invitation.

01:13:45:17 - 01:13:46:15

I don't think so.

01:13:46:17 - 01:13:49:06

Other than I fully support what Jane has said.

01:13:50:04 - 01:13:51:19

And I accept that.

01:13:51:26 - 01:13:52:27

There has been.

01:13:52:29 - 01:13:54:16

Discussions with League.

01:13:55:02 - 01:14:00:26

On the Basic template agreement, but think it's the individual clients concerns where.

01:14:00:28 - 01:14:03:10

This engagement has been sadly lacking.

01:14:03:12 - 01:14:04:13

From equal.

01:14:05:11 - 01:14:06:19

Okay. Noted.

01:14:07:02 - 01:14:07:19

Thank you.

01:14:08:01 - 01:14:08:20

Thank you.

01:14:17:03 - 01:14:22:15

So I'm going to move on to the next agenda item, which is agenda item six.

01:14:24:15 - 01:14:25:23

And over to Mr. Rennie.

01:14:28:16 - 01:15:04:14

Good afternoon. Um, I just want to briefly address, um, some of these. Well, special category land and as much as anything, just get a bit of an update. Um, first of all, with regards National Trust, um, can you provide us with an update on the situation with National Trust? Um, in their latest submission, I think a deadline five National Trust, disputed disputes, the need for easements in perpetuity and is waiting on reasoning from the applicant to why this is needed rather than for the lifetime of the project.

01:15:04:20 - 01:15:07:03

Um, could the applicant give an update on that, please?

01:15:13:15 - 01:15:28:13

Thoughtful of the applicant. We've responded in some detail to this point around the term art deadline five. That's in the responses to the Examining authority's third written questions. 5088.

01:15:31:08 - 01:15:40:08

We don't have anything additional to add to to that. We feel that's given our full justification as to why we are seeking rights in perpetuity.

01:15:43:04 - 01:15:46:07

It's been anything else from National Trust, though, in response to that.

01:15:47:12 - 01:15:50:11

Hope Ms.. Hinchcliffe is going to add something in here.

01:15:51:12 - 01:16:24:23

Yeah. So similarly, whilst we set out our position to National Trust, they equally have come back to us setting out what their opinion on the term is. We are at the moment considering that and we're hoping to go back to the National Trust imminently on this. Just to clarify a couple of months about what they've said. But what we're keen to do and what we're very mindful is we would like to do indeed is achieve a voluntary agreement by the close of the examination. So in order to expedite this matters, we've already we've learned from the National Trust who their appointed solicitor will be.

01:16:25:06 - 01:16:38:25

We provided them with an undertaking for costs already so that providing it's agreeable to the National Trust, we can get some of the drafting of that option agreement. And once the outstanding matter is agreed, that can simply be fed into the into the overall agreement at that time.

01:16:41:00 - 01:16:47:29

I understand. Sorry. Just to finish. The solicitor is still awaiting instruction on that one. Okay. Thank you.

01:16:48:02 - 01:17:19:26

Um, again, just moving on briefly to do a crown land. Uh, obviously onshore and offshore. See, there was a there was been a comment from yourself saying that the Crown Estates lawyers have provided the applicant with a draft letter of a section 105 consent and agreement for undertaking. Can you

provide us with an update on the situation with Crown Land? Um, and also just explain the process when it comes to Ministry of Defence Minister, Transport Forestry Commission land which has been shown on the Crown land plans.

01:17:22:05 - 01:17:59:14

A lawful if the applicant if I just start with the Forestry Commission land agreement has been reached. And I'd understood that they have also confirmed that to the examination we might be able to dig out the library reference that just while we're going through the other points with in relation to the Crown Estate, the there is there is good progress being made in terms of negotiating the draft documents between the solicitors. We are currently awaiting a response from the Crown Estate Solicitors, but, but based on where we currently are in that process, we have absolutely no reason to believe that we won't reach agreement with them before the end of examination.

01:18:00:18 - 01:18:07:10

In relation to the Ministry of Defence, I believe Chandler might want to come in at this point.

01:18:08:28 - 01:18:40:10

Sarah Chandler for the applicant. Yes, the panel will be aware that we have had the outstanding objection from the Mod, which relates to the air defense radar mitigation at the trimming site. And we've had correspondence from the Mod with respect to the Section 135 concern saying that until that objection has been resolved, they won't move forward on the section 135 piece. That objection, you'll be aware, has now been removed. The Mod submitted a submission on that deadline five I think.

01:18:41:00 - 01:19:15:19

So it's our understanding that now that we've received that confirmation, will be able to move forward on the Section 135 piece. And just for clarity, it's worth saying that on that deadline five submission and the removal of that objection, the Mod have included a form of wording for requirement 27, which does differ very slightly from the version in the current draft. So we are continuing engagement with the Mod on the specifics of that drafting, but we don't understand that that in any way will preclude moving forward on the section 135 consent piece.

01:19:16:21 - 01:19:23:08

Okay, great. Thank you. And the other one is Ministry of Transport, which I think might be delegated down now to national highways.

01:19:25:04 - 01:19:45:13

Laura Fuller for the applicant. This is still with National Highway, as we understand it has now been allocated and we are continuing to chase for updates very regularly on that to to endeavor to move that forward. But we are still waiting on the person to come back to us.

01:19:46:00 - 01:19:46:29

Okay. Right.

01:19:48:15 - 01:20:07:21

Thank you. In terms of the Crown estate, we haven't had too much in terms of correspondence from the Crown estate themselves. So if you've got any particular evidence, maybe some sort of letter from them or anything like that, just to from their side, some sort of correspondence which might serve progress that could be submitted to the examining authority.

01:20:11:20 - 01:20:33:29

Laura for the for the applicant. I think we would have to discuss that with the Crown estate. Um, it's quite possible that we might have potentially reached agreement by deadline seven, which we would

then be able to provide you that update then. So obviously that's what we would endeavor to do. But otherwise I will take that away and we will consider that what we can provide a deadline. Seven.

01:20:38:06 - 01:20:52:08

Miss Fuller, you said that it's just been allocated to national highways, the crown consent process, the delegation from Department for Transport. Is it slightly ambitious of you that you would have reached agreement by deadline seven?

01:20:54:08 - 01:21:11:06

Laura Philip of the applicant. It's been with National Highways for some time. What we understand is that it has actually got a person allocated direct responsibility, which I think Miss alluded to at the last hearings, that she was working out who that was.

01:21:13:16 - 01:21:31:26

It's very difficult for me to say at the moment until I get their response. Certainly we are continuing to chase and we'll be working very hard to secure that agreement by deadline seven. But in any event, hopefully that will be forthcoming by the end of the examination. Okay.

01:21:34:11 - 01:21:59:05

Um, and just onto the public right away land. Um, I think it's the Marriott's way. I think Broadland Council is involved with part of it. I think maybe Norfolk County Council, maybe another pub right away. Um, is there any, um, update that you can give us on? On those parts a special category and open Spaceland.

01:22:00:09 - 01:22:16:22

Uh, yeah, absolutely. Simon Hinchcliffe. On behalf of the applicant. So the two merits way crossing, as you say, Norfolk County Council and Broadland District Council terms are agreed with both and legal parties are instructed for each. And that happens on the 23rd of May and the 1st of June, respectively.

01:22:18:11 - 01:22:20:21

Okay. Um.

01:22:21:04 - 01:22:53:15

There was one point which I think has been raised before. Just wondering if there's any update. This is in respect of plots 01009 and 01010. Um, you set this standards and registered and following diligent inquiry, the applicant has been able to confirm ownership to enable progression of a voluntary agreement. Um, has it been any update from this situation and just clarify for us the possible consequences if it's not. Um, or it just remained unregistered.

01:22:56:04 - 01:23:18:14

In terms of the parcel. There isn't an update on that one. We've still not received any confirmation as to ownership of it. As you all know, we're required throughout this process to notice on registered parcel throughout to make individuals aware of hearings, etcetera. That process has been continuing but hasn't brought about any new additional information on the ownership there.

01:23:19:01 - 01:23:23:11

And what would be the consequences going forward if it just remains as that.

01:23:26:07 - 01:23:30:06

It would be the exercise of the compulsory purchase powers. Okay.

01:23:34:10 - 01:24:10:03

Um, my final, uh, I just want to raise is that through a staff you undertake as, um, noting that we've recently received a standing and take us position statement revision C. Um, just want to ask whether there's any particular concerns or delays with agreements with any static undertakers that we should be aware of. For example, a notice the National Grid Electricity Transmission Cooperation Agreement has been described as complex and not yet finalized. Is there anything like that or similar that we should also be aware of, which might mean that it's not going to come forward by the end of examination?

01:24:12:12 - 01:24:44:01

Laura Feller for the upcoming. Obviously we've already highlighted where we are with national highways at this precise moment in time. That is the one that we consider may not come forward. There are complex relationships in relation to has been highlighted with National Grid electricity transmission. Obviously we have also been talking about Orsted today, but in each of those cases we feel confident that we will reach an agreed position by the end of the examination.

01:24:50:18 - 01:25:05:01

It. Can you highlight for us any statutory undertakers where you feel you will not reach agreement? Like you said, with national highways, there might be a possibility that you will not have an agreed protective provision. And are there others like that?

01:25:06:00 - 01:25:07:07

Lower fuller for the applicant.

01:25:08:26 - 01:25:45:00

Again, as I just said, it's we've highlighted national highways. We acknowledge that there are complex relationships with all state and national grid electricity transmission. Um, given the interactions that exist there with them, that does make those two more complex. We are working with them indeed scheduling meetings for next week in order to move these matters forward with them. So on that, on that basis and on the current relationship that exists, we are we remain hopeful that we will reach agreement by the end of examination.

01:25:45:02 - 01:25:55:26

But in terms of possibly is there a risk there? I think it's probably fair to acknowledge there is based on those complex relationships, but they are the ones that would highlight.

01:26:08:28 - 01:26:12:17

Okay. That's that's me finished on those questions. Thank you very much.

01:26:14:27 - 01:26:17:16

Uh, are there any further updates that are relevant?

01:26:18:29 - 01:26:31:20

Laura full of the applicant think Mr. Hinchcliffe raised that he had actually prepared an update in relation to the landowner negotiations under this agenda item. If it's if it would be helpful, I think we can take you through that. Yeah.

01:26:33:10 - 01:27:07:22

Very much. Simon Hinchcliffe. For the applicant. So thought to start off by just giving a general update on the progress of negotiations for the permanent rights with the group, set up progress with the head of terms of the first hearing. So don't propose to go through that again. But you may recall that we were in the process of negotiating the draft option agreement that would then be rolled out to all of all of the clients. So on this, the first draft we sent in November 2022, that was the first one that was received on the 1st of March 23 mentioned in the first compulsory position here.

01:27:07:24 - 01:27:43:18

We were encouraged by the response we had received. We went back only asking for clarification on the intentions for amendments that were made in respect of tenant occupiers, as well as aligning some amendments that had been made so that they aligned back to the head of terms which were originally signed. We have now received response to this. It was on Tuesday night this week. So unfortunately, given the timescales, it hasn't been possible for us to review it and give you any meaningful update in some of the detail of it. But on first glance, there are a lot more changes that have been proposed in the second version that weren't actually considered in the original.

01:27:44:08 - 01:28:16:14

Some of those conflict with the signed heads of terms, but we are going to go through that in more detail and we will be responding as soon as we can on all of those. Just remaining on like landowners and something that Jane Kenney did mention. It's regarding the caveats that signed heads of terms were returned with so mentioned at the previous compulsory acquisition hearing. These were acknowledged and the intention was always that those would be captured during the option agreement negotiations because some were relevant to the draft option, some are more landowner specific.

01:28:16:16 - 01:28:50:15

That can only then be settled and agreed once we actually send out the populated draft option to a landowners solicitor to finalize matters. So it was just to clarify on that point there. Um, there are still some landowners who haven't signed heads of terms. We are continuing to check in with those to see if they've changed their mind or anything. If there's any more details come out of the examination, perhaps that has encouraged them to to move forwards. But as as of this current time, there hasn't been any change in respect of the permanent rights and the head of terms that we're we're seeking to enter into.

01:28:51:23 - 01:29:24:13

Um, there is the Food Enterprise Park included as part of that. They're, of course, associated to the the material change. We haven't agreed to terms with them yet because think it was agreed with the professional adviser there rather than attempt to agree them an option now given the width of the corridor. It's a location that's not attractive for Food Enterprise Park. We're just going to look to formally agree a way that we're going to share designs with each other to basically keep the conversation going so that we can crystallise what the project will look like so that can be delivered together.

01:29:24:18 - 01:29:54:21

So at this stage, we are looking more at how we how we can come to some kind of agreement and understanding, formalizing that prior to entering into header terms. And that's a that's a position that's been agreed by both both parties, um, on temporary working areas. There was a meeting held with LIC following the last hearing in March. Um, the parties do appear to be some way apart in terms of the commercial expectations, but the terms are admittedly currently sitting with the applicant and it's intended to provide a response imminently.

01:29:54:23 - 01:30:29:21

One thing we are looking to do to make up for a bit of time lost is, um, restructure the agreement so it can form part of the existing legal agreement that's being negotiated with Lig. The lease for those areas would form part of it rather than having to negotiate an additional option agreements as well. Um, on the sub station. The applicants please be able to report that there's some positive news. Um, we received an email today. Been in conversation with the land agent of that of the landowners, and he's provided some wording which he was happy for me to share with you today.

01:30:30:06 - 01:31:03:23

Um, so the heads of terms of the purchase of the sub station site are in agreed form and I'm instructed to sign them on behalf of three of the four landowners and the single party occupier. I'm awaiting instruction from the fourth landowner who is currently away on holiday at this time. Anticipated return next week. My clients also wish to express their thanks to Project Team for their approach to the negotiations, particularly in terms of the area of land over which rights and reservations are taken in order to make the deal work for landowners and the occupier. So that is, of course, a great a good deal to have in our hand for the substation site now.

01:31:05:08 - 01:31:39:05

And just closing. Just want to take the opportunity to advise that whilst the update, it seems like we're not going to see any option agreements concluded before the close of examination, same hopefully. The National Trust, as we've discussed, is absolutely applicant's intention to continue those reasonable negotiations and the proactive discussions in order to reach the voluntary agreements and avoid the need to use compulsory acquisition powers where possible. So as sets out to the first compulsory position hearing, the intention is that the draft option agreements once agreed, will be rolled out to all land interests who have signed heads of terms.

01:31:39:17 - 01:31:45:16

The advantage of this being that it will hopefully lead to a high number of landowners signing up to voluntary agreements within a fairly short period of time.

01:31:46:04 - 01:31:49:06

And you expect that to happen before the close of the examination.

01:31:50:01 - 01:32:11:09

Given that what I mentioned about the amount of track changes within the document that we received on Tuesday evening, that I think there's a chance that it might go beyond there's a possibility that agreements might be sent out to landowner solicitors, the populated ones. I mean, but in terms of actually concluding those, that can take some months as well. So I'd say it's unlikely.

01:32:11:15 - 01:32:32:25

Unlikely. Um, and just in your experience, would you um, besides marking at Green the options agreement have been signed, what other reassurance can you give the examining authority in terms of evidence that these have been signed or, you know, just just so we have an understanding of where negotiations are concluded?

01:32:47:27 - 01:33:21:23

Duly imposed over the applicant. Mean the normal position, madam. Is that. Wherever things have got to at the end of the examination is obviously the basis of your your recommendation for major projects like this. Um. The it's well, it's it's not normal for the secretary of state to request any kind of update in relation to to the position. What Mr. Hinchliffe has just said is the typical position. Vast majority of developers would much rather be working under a voluntary agreement than using the compulsory powers.

01:33:21:25 - 01:33:50:25

I'm not saying there aren't some exceptions to that. He's already explained Equinor's position in relation to to to this project. And so the way that the Secretary of State normally makes that decision is obviously to look at the Examining authority's report as to whether the compulsory acquisition tests have been made out in relation to to the project and and particular plots. If there are challenges on particular plots and then the the powers are included within within the order.

01:33:53:06 - 01:34:23:23

And for what it's worth, you know, in my experience, as I say, the negotiations normally continue afterwards. And developers, most developers would much prefer to be working with that. And that's partly a relationship point. I appreciate that. Some some some things have been said today about relations, but, you know, developers are conscious and Equinor, I'm sure is conscious that this is a long term relationship. There will in due course, as Mr.

01:34:24:03 - 01:34:59:18

Highsmith indicated, via transfer to whoever the off toe turns out to be, assuming this project is consented and it's built on all the rest of it. And that's a regulatory process dictated by Ofgem and ultimately comes from what was EU, um, requirements in terms of dividing generators from transmission operators. But this is a relationship business despite 1 or 2 of the things that have been said today. And Equinor wants to maintain good relations and it's much better to be doing that pursuant to a voluntary agreement than it is pursuant to exercising compulsory powers.

01:35:09:12 - 01:35:45:03

Okay. I think that's good. In terms of an update, as always, we will seek an update to the schedule as fully as possible at the next deadline and then once finally at closing. Um. It is slightly related to this matter. Um, slightly related to my last question, if I can just, um, ask the applicant how you intend to submit signed statements of common ground and confirmed protective provisions that have been agreed with statutory undertakers at the final deadline.

01:36:14:21 - 01:36:46:14

Laura for the applicant with regards to protect provisions, the normal way that we would see that dealt with is that the draft will include all the final version, agreed versions of the protective provisions. And then at the either at deadline seven or the last deadline, we would expect the statutory undertakers to themselves confirm that those are agreed and that that deals with their representation. So that's how that would would would come forward just in relation to the Statement of Common Grounds.

01:36:46:24 - 01:37:07:02

It perhaps we could just explain that slightly further because we're slightly confused on this side mean it would they would be submitted in electronic form as signed documents in the same way that we've been submitting the statements of common ground deadline in draft but they would also have signatures on. Yeah.

01:37:07:04 - 01:37:44:05

So in in my experience it's happened a couple of ways. Um, there's either ink on paper so we know that this is the final statement of common ground is submitted and agreed. The problem with that is that then the whole document is scanned and it's not very editable. Well, it's difficult to manage online. So my in other cases, um. What the other party has done with the statement of Common ground is submitted exactly the same statement of common ground with an email saying that this is the one that they have agreed.

01:37:44:07 - 01:37:48:21

So I just need to understand the mechanism of how that's going to work in Deadline eight.

01:37:51:05 - 01:37:52:12

Barrett Chandler for the applicant.

01:37:54:13 - 01:38:06:20

I think we could do a form of either. My experience has been tends to be dictated by what the other party finds easiest and most useful. Is there any preference or and do they need to be all the same?

01:38:07:18 - 01:38:20:25

Um. Don't think they need to be all the same, but I was just wondering if you've given some thought to it so that we can put it in our final written questions and it can become a formal requirement for the final deadline. Um,

01:38:22:12 - 01:38:44:16

whatever is the method. And we'll go away and put something down and written questions, whatever's the method it. It. Just a scant version of signatures will not be sufficient because we just need to be absolutely sure that the signature is for the statement of common ground that has been submitted. So that's you know, I just want you to think.

01:38:47:29 - 01:38:53:07

Uh, consider how you're going to submit the final designed final statements of common Ground.

01:38:53:15 - 01:39:15:18

Sarah Chandler for the applicant will make sure we try and obtain an email confirmation to sit with the final version of the Statement of Common Ground. So it's clear between the statement of common ground that's been submitted and then the email confirmation that we've received will also encourage the other parties to submit the same version of the final statement of Common Ground as well. So you've got those two extra comfort.

01:39:24:12 - 01:39:36:14

Okay, we'll note that down as an action. Uh, think that with respect to protective provisions, we are happy with what you've just set out, Miss Fuller, Unless you have some concerns. With respect.

01:39:40:06 - 01:39:45:02

Okay. Okay, good. Miss Kenney, you've got your hand up.

01:39:45:20 - 01:40:23:12

Yeah. If I can just pick up, please, with a couple of points that Simon Hinchcliffe made. Um. Firstly on issue Pacific matters, client related matters. Normally I would have expected those to run in parallel with the generic documentation being agreed not to be dealt with. If I've understood correctly, after those terms have been agreed and it makes sense that they run in parallel, it just allows the agreement to be concluded more swiftly and get us into a position that both parties are happy with.

01:40:24:17 - 01:40:56:26

And secondly, I'm I'm really pleased to hear that the applicant wishes to achieve a voluntary agreement. Um, and what I would ask from the applicant is if they can get in touch with all the relevant agents and give us the confidence and start commencing those negotiations and that we are going to achieve the voluntary agreement, that would definitely ease some of the anxiety that clients are concerned about.

01:40:57:11 - 01:40:59:25

And just lastly, um.

01:41:02:15 - 01:41:23:26

The importance of a working relationship. I really cannot overemphasize and I very much would like to see improvement in the working relationship between the applicant and landowners. And I'm I'm very happy to facilitate that and try and get this on a much better footing.

01:41:25:17 - 01:41:26:04

Thank you.

01:41:31:12 - 01:41:44:23

Um, so can I just see clarification on the first point that Ms.. Um, Cannings raised about issue specific matters and whether that is in fact being considered in parallel with the generic proposal.

01:41:47:27 - 01:42:11:20

Simon Angela for the applicant, it hadn't been our understanding that that was what was expected. As I've set out, our understanding was that such matters would be included within those individual landowner agreements once they are populated and distributed. And I can discuss it internally with our solicitors about how we might be able to or whereabouts and options such individual clauses might be relevant.

01:42:13:18 - 01:42:19:12

Uh, but yeah, as I say, my understanding was always that it was going to be once those individual agreements were pop, were distributed.

01:42:21:10 - 01:42:37:10

Okay. So could you take that away as a consideration and perhaps respond? Um. Yeah. Deadline seven. Yeah. Okay. Um. Good. Was there anything else that the applicant wishes to respond?

01:42:39:19 - 01:43:13:11

Lawful for the applicant. It's not a response. It's just that we did say earlier that in relation to the Forestry Commission, we'd come back with the references. So do have those. Um, so if you refer to rep 1036 that's in relation to the response to question 1.8.3.3. And then also appendix B five, which is 1039. I think you should find the appropriate documents and confirmations in there.

01:43:13:14 - 01:43:14:12

As for the position.

01:43:54:05 - 01:43:58:15

Thank you for those references, Miss Fuller Will. That's sufficient for us for now.

01:44:08:05 - 01:44:20:21

Okay. Unless there's anything. Any final comments from the applicant. I will proceed to just. We'll proceed to read out the actions. I'll hand over to Mr. MacArthur.

01:44:22:16 - 01:44:28:01

Thank you. Mr.. Hi. And whilst I'll read out my record of.

01:44:28:03 - 01:44:44:09

Action points now. Just a reminder that these will be embedded in our next round of written questions with responses for Deadline seven. Generally speaking, deadlines for each of these action points are also deadlines. Um.

01:44:44:22 - 01:44:46:00

We have.

01:44:46:11 - 01:45:28:19

Seven. Although there's the potential that I've missed one at the end there, But we'll come back to that. Action points recorded and these are as follows. Action. Point number one for the applicant to provide evidence with use of table five annexes, namely Annex ten and any other figures to demonstrate to the examining authority that traffic modelling generation estimates are based on scenario 1D. Which is where there could be two separate construction workforces undertaking works at the same time on

separate transmission systems and onshore substations, as opposed to scenario four, where there would be one workforce operating on an integrated transmission system and combined substation.

01:45:29:15 - 01:45:31:16

And that is for deadline seven, please.

01:45:33:03 - 01:45:56:21

The next action point is for the applicant again to submit updated land plans and associated associated documents showing proposed amendments to plots 27 006 and to include within or associated with this submission confirmation of any highways access or construction issues which may be associated with such amendments. Again for seven.

01:45:58:23 - 01:46:26:08

Action. Point number three is for the applicant to provide examples and high level summaries of situations where so-called white land has been included within city land plans and the reasons for this inclusion. Again, for deadline seven action point number four. So for the applicant to provide a technical note document is to provide the technical note document entitled Jump Junction Modeling Clarifications for Deadline seven.

01:46:28:08 - 01:46:40:06

And action. Point number five is for national highways to clarify and full any outstanding concerns related to the applicant's technical data for transport and traffic. Again, for deadlines seven.

01:46:42:07 - 01:47:11:00

Um, actually, I'm putting six, um, for Mr. Highsmith and I'll extend this to Ms.. Kenny and Mr. Bond as well, to submit their closing summary statements to the examination by deadline seven. Um. And action points. Number seven for the applicant to obtain email confirmation from interested parties that final signed statements of common ground submitted by them are the versions agreed at

01:47:12:24 - 01:47:21:00

by deadline eight at the latest, preferably beforehand if if agreements are made in advance of closer examination.

01:47:28:19 - 01:47:52:28

Um, so that's the list of action points can. Remind everyone for one. Final time that post hearing notes, documents and answers prepared in response to these post hearing actions or further written questions indeed should be provided by the next deadline in our timetable, which is deadline seven, the 10th of July this year. And I'll hand you back to Ms.. So.

01:47:58:08 - 01:48:32:05

Okay. Thank you very much. Mr.. Mr. McArthur And I just want to thank everyone for participating. It is extremely valuable for our consideration of the proposed development to have input from all parties. This is our last hearing, but we still have. I've been saying three weeks. We have actually almost four weeks left in examination. So and there's two deadlines left. So we look forward to all the evidence, further evidence that submitted. Um, but I'm ready to close this compulsory acquisition hearing.

01:48:32:07 - 01:48:36:27

The time now is 134 and I'd like to thank everyone for their participation.