



Sheringham Shoal and Dudgeon Offshore Wind Farm Extension Projects

The Applicant's Comments on the National Farmers
Union (NFU) and Land Interest Group's (LIG) Deadline
7 Submission

Revision A

Deadline 8

July 2023

Document Reference: 22.22

Title:	
Sheringham Shoal and Dudgeon Offshore Wind Farm Extension Projects Examination submission	
The Applicant's Comments on the National Farmers Union (NFU) and Land Interest Group's (LIG) Deadline 7 Submission	
PINS document no.: 22.22	
Document no.: C282-DM-Z-GA-00016	
Date:	Classification
July 2023	Final
Prepared by:	
Dalcour Maclaren	
Approved by:	Date:
Ebru Gee, Equinor	July 2023

Table of Contents

1	The Applicant's Comments on the National Farmers Union (NFU) and Land Interest Group's (LIG) Deadline 7 Submission	4
----------	---	----------

Table of Tables

Table 1	The Applicant's Comments on the NFU and LIG's Outstanding Issues [NFU LIG]	5
Table 2	The Applicant's Comments on the Summary of Outstanding Client Specific Matters [ADAS Rural] .	11
Table 3	The Applicant's comments on the NFU and LIG responses to the Examining Authority's Third and Fourth Written Questions [NFU LIG]	18

1 The Applicant's Comments on the National Farmers Union (NFU) and Land Interest Group's (LIG) Deadline 7 Submission

1. The NFU and LIG submitted the following documents at Deadline 7:
 - Summary of outstanding client specific matters [ADAS Rural];
 - Submissions of National Farmers Union and Land Interest Group on answers to Fourth Written Questions and outstanding issues for deadline 10th July 2023 [NFU LIG].
2. This document presents the Applicant's comments on the NFU and LIG Deadline 7 submissions.

Table 1 The Applicant's Comments on the NFU and LIG's Outstanding Issues [NFU LIG]

ID	National Farmers Union Comment	Applicant Response
1.0 Introduction		
1.1	Submissions on behalf of the National Farmers Union (“NFU”) and the Land Interest Group (LIG) in respect of the application for a Development Consent Order (DCO) by Equinor for the Sheringham Shoal and Dudgeon Offshore Wind Farm Extension Projects. The NFU is making a case on behalf of its members and LIG on behalf of its clients who are affected by the DCO. This submission is submitted to answer fourth written questions and highlight issues of concern which have been raised by NFU on behalf of NFU members and landowners represented by LIG who will be affected by this project and are still outstanding.	No response required.
1.2	The agents represented in LIG are Savills, Strutt & Parker, Bidwells, Irelands, Brown & Co, Cruso & Wilkin and Clarke & Simpson. The NFU and LIG are representing over 60 landowners and farmers affected by this proposed scheme.	No response required.
5.0 Outstanding Issues		
5.1	<p>Time Limited Rights: Equinor have still not come forward to agree rights which are time limited.</p> <p>As previously stated the NFU has reached agreement on five recent schemes where developers are developing offshore wind and bringing cables on to land in East Anglia and East Yorkshire. The NFU and LIG have agreed a time limited rights for 99years on all five schemes. Equinor so far has not been willing to agree this in the voluntary agreement and also has given no reason as to why it will not agree this and why the development is so different to other schemes.</p> <p>The NFU and LIG believe strongly that Equinor should not be granted a DCO as they have not agreed to rights which are time limited.</p>	<p>The Applicant refers to the detailed response provided within Q2.8.2.1 of The Applicant's Responses to the Examining Authority's Second Written Questions [REP3-101] which sets out in detail its position on time limited rights in respect of the compulsory acquisition powers sought in the DCO.</p> <p>The NFU refers to schemes where developers have agreed time limited rights within voluntary agreements. The agreements referred to are confidential and the Applicant has therefore not had sight of them, nor has the NFU shared any detail that may sit behind the term. It would therefore be inappropriate for the Applicant to comment on them as stated by the Applicant at Compulsory Acquisition Hearing 1 in agenda item 16i (see Written Summary of the Applicant's Oral Submissions at Compulsory Acquisition Hearing 1 [REP3-113]).</p>
5.2	Offshore Transmission Network: The NFU and LIG understand that during the operational phase and decommissioning that this will be	The DCO provides the powers (and related obligations) needed to construct, operate, maintain and decommission the generating assets and

ID	National Farmers Union Comment	Applicant Response
	<p>undertaken by OFTO but what is not understood is who do landowners report any incidents to or who do they go to when there may have been a maintenance issue or remedial issue and a crop loss claim needs to be submitted for damages.</p> <p>On other schemes we have agreed a management structure with the developer with regards to future matters relating to the underground cables. This includes a point of contact to go to report issues so that they can get resolved. What are OFTOs responsibilities/obligations to the landowner?</p> <p>Equinor has not been in contact to discuss or agree this outstanding matter.</p>	<p>the transmission assets. It is unlawful for the generator to own and operate the transmission assets, save for a limited grace period after commissioning. This grace period allows for the OFTO tender process to be run by Ofgem after which the successful bidder becomes the OFTO and the transmission assets are transferred to it. The Applicant notes that it does not have any power to influence this competitive tender process run by Ofgem.</p> <p>As part of the transfer process from the promoter to the OFTO the relevant consents for the transmission assets are transferred, which include the relevant parts of the DCO and the relevant deemed marine licence(s). This is provided for under Article 5 (transfer of benefit) of the draft DCO (Revision K) [document reference 3.1]. The relevant private land agreements for the onshore transmission assets and the offshore lease, granted by The Crown Estate for transmission assets, are also transferred to the OFTO. After this, the OFTO therefore has full responsibility for the operation, maintenance and decommissioning of the transmission assets and becomes legally responsible for dealing with any incidents or issues reported by the landowner.</p> <p>The Applicant is unaware of the justifications or level of commitment provided by other projects adopting a different approach and has not been provided any evidence by NFU. The OFTO will take over the land agreements and consents as already explained and will have the same obligations towards the landowners as the generator does prior to the transfer.</p> <p>The Applicant notes that it has previously explained on a number of occasions the position in relation to what happens when the transmission assets are transferred to an OFTO including throughout Heads of Terms negotiations.</p>
5.3	<p>Occupiers interest: There has been a lack of negotiations for Occupiers as there has been an unwillingness by the Applicant and their agents to address how Occupiers should be treated. NFU has been advised by LIG's solicitors, Birketts, that Burgess Salmon, the Applicant's solicitor,</p>	<p>The Applicant refers to the detailed response provided within Q2.8.2.2 of The Applicant's Responses to the Examining Authority's Second Written Questions [REP3-101] which sets out the approach that is being</p>

ID	National Farmers Union Comment	Applicant Response
	<p>has indicated a willingness for the Occupier to be party to a separate agreement from the Landowners. However, it is still unclear whether the Applicant and their agent will negotiate with the Occupiers and their agents to agree Heads of Terms including commercial terms. NFU and LIG expect Occupiers to agree terms directly with the Applicant and that it is not for Landowners to be party to these discussions save for providing their consent for the Occupier to enter negotiations with the Applicant.</p> <p>Equinor has not been in contact to agree how discussions with Occupiers is to be taken forward.</p>	<p>taken to Tenants in respect of voluntary option agreements with their Landlords.</p> <p>As set out within the response, a Tenant Factsheet was issued to all Tenants with whom the Applicant is attempting to secure signed HOTs from their Landlords on 1st August 2022. No comments or queries were raised on the Tenant Factsheet from any Tenants, LIG or other professional representatives to date.</p> <p>In addition to the above, the Applicant refers to item 11.D. of Written Summary of the Applicant's Oral Submissions at Compulsory Acquisition Hearing 1 [REP3-113] where it confirmed it was broadly happy with the amendments made by LIG's appointed legal representatives to the draft option agreement on the point of occupiers. The Applicant responded to LIG's proposed amendments on 25th March 2023 seeking only clarification of the intentions for the amendments, however in the second round of comments received from LIG on 20th June 2023 no response was provided on this point.</p> <p>The Applicant therefore asserts that it has continued to engage with professional representatives of Landowners and Occupiers during negotiations of the draft option agreement but is yet to receive a response from LIG to the clarification sought on 25th March 2023.</p>
5.4	<p>Requirement 1 : Time Limits: The NFU believe that the time limit should be five years and that a time limit of seven years is not necessary for commencement of the development. Further justification is needed as to why it would not be possible to even start/commence the second project within five years?</p> <p>We do understand that Hornsea 3 was granted a seven-year time limit but our understanding is that the Sheringham and Dudgeon projects is a pathfinder scheme and so is supposed to contribute to the OTNR success criteria of delivery of decarbonization targets, lowering consumer costs and reducing environmental and consumer impacts.</p> <p>Equinor has not been in contact to discuss further.</p>	<p>As set out in response to the NFU at ID Q1.11.5.1 of The Applicant's Comments on Responses to the Examining Authority's First Written Questions [REP2-040], the Applicant has clearly set out its justification for a seven-year time limit for commencement of development in the Explanatory Memorandum (Revision I) [document reference 3.2] (See paragraphs 84, 85, 86 and 159 of the Explanatory Memorandum).</p>

ID	National Farmers Union Comment	Applicant Response
5.5	<p>Article 16: 28 days Notice for a Derogation: The NFU is seeking 28 days notice where surveys are to take place on land which is entered into an environmental stewardship scheme to allow the landowner/occupier to apply to the RPA for a derogation. It is understood that Equinor do not wish to change the 14 days notice under Article 16 but the NFU would like it to be agreed that under the roles of the ALO it could be stated that the ALO will provide advance early notice for surveys of not less than 28 days so the derogation could be applied for where necessary.</p> <p>Equinor has not responded to the request for the ALO to be able to give 28 days notice when a derogation will be needed before certain surveys are undertaken.</p>	<p>The Applicant set out at ISH2 (at ID13vi of Written Summary of the Applicant's Oral Submission at Issue Specific Hearing 2 [REP1-032]) and at ID73 of The Applicant's Comments on Post-Hearing Submissions [REP2-043] why it considers the 14 days notice period under Article 16 is appropriate.</p> <p>The Applicant will continue to liaise with landowners keeping them up to date of land requirement refinements during the construction phase. This commitment is set out within the Outline Code of Construction Practice (Revision G) [document reference 9.17] secured by Requirement 19 of the draft DCO (Revision K) [document reference 3.1]. As part of this continued engagement, the Applicant will endeavour to advise landowners of surveys within the landholding at the earliest opportunity.</p> <p>In addition and as set out by the Applicant in the Final Statement of Common Ground with National Farmers Union (Revision C) [document reference 19.13], the habitat stewardships and habitat mitigation requirements set out in the Outline Ecological Management Plan (Revision E) [document reference 9.19] secured by Requirement 13 (Ecological Management Plan) of the draft DCO (Revision K) [document reference 3.1] are considered sufficient to avoid or mitigate ecological impacts during the pre-construction, construction and operational phases of SEP and DEP.</p>
5.6	<p>The Build Scenario: The NFU as raised in the first submission following an issue specific hearing believe that the best case scenario must be taken forward by Equinor which would reduce the construction time so reducing the impact on landowners and farmers and their businesses. We understand that the two best scenarios are either a single project or they are built in tandem and not sequentially. Therefore, it is really important that measures are included within the DCO that will make sure and compel Equinor to take the preferred scenario forward. We understand that there may be the need for changes to the regulatory regime around CFD and Anticipatory Investment to enable an integrated grid connection to be delivered but Equinor as stated above must not build the project sequentially if it is possible to build in tandem.</p>	<p>The Applicant has set out on numerous occasions orally and in writing why it has sought and must retain the flexibility provided for within the draft DCO (Revision K) [document reference 3.1]. The Applicant refers in particular to the Scenarios Statement [APP-314], Supplementary Figures to Scenarios Statement [PDA-005] and Supplementary Information to the Scenarios Statement [REP3-074].</p>

ID	National Farmers Union Comment	Applicant Response
	<p>If it is not possible for the Project to built in one phase the request for the construction time frame for the underground cables on land will not be longer than 8 years still applies</p>	
5.7	<p>Article 16 ‘Authorised project’: The NFU and LIG are concerned that this wording ‘authorised project’ is now being included in the article which covers surveying and in this case Article 16. We would like to see a definition of authorized project included at the beginning of the draft DCO. It is really important that landowners and occupiers understand where surveys can take place, and this should not be open ended/ unrestricted access across the adjoining land.</p> <p>It has been seen that Authorised Project is now defined as follows: “authorised project” means the authorised development and the ancillary works, but this definition does not help in limiting the area across the property where surveys could take place.</p> <p>The NFU and LIG strongly need a requirement which will tighten the area where surveys can take place across the property. We would like to see that a maximum distance from the red line boundary is applied and should there even be a definition of adjacent land and that this is included within the wording.</p> <p>Equinor has not made contact to discuss this outstanding issue further, NFU and LIG believe that anything connected with the ‘authorised project’ is too wide and there is no control to stop contractors asking to carry out surveys anywhere on the property.</p>	<p>The Applicant notes that a definition of ‘authorised project’ is included within Article 2 of the draft DCO (Revision K) [document reference 3.1]. The same definition has been included since submission of the application (see draft DCO (Revision A) [APP-024]).</p> <p>It is not necessary or appropriate to amend Article 16 to include a definition of adjacent land. The Applicant has set out clearly its position in response to Q2.11.3.3 within The Applicant’s Response to the Examining Authority’s Second Written Questions [REP3-101] and at Compulsory Acquisition Hearing 1 ([see agenda item 16.ii of the Written Summary of the Applicant’s Oral Submissions at Compulsory Acquisition Hearing 1 [REP3-113]).</p>
5.8	<p>Engagement and Communication: The NFU and LIG would like to raise that they are concerned that there has been no engagement with Equinor on specific matters raised when negotiating heads of terms since July 2022. Even though heads of terms have been signed the vast majority have been signed subject to caveats which are all outstanding.</p> <p>The NFU and LIG would like further information on the temporary working areas which as yet since March 2023 has not been forthcoming.</p>	<p>The Applicant was notified by LIG during Compulsory Acquisition Hearing 2 that the group had been expecting engagement on landowner specific matters raised when returning signed Heads of Terms. The Applicant confirms that a large number of Heads of Terms were returned with no caveats.</p> <p>The Applicant acknowledges that no response has been given on these landowner specific matters to date, however as stated at Compulsory Acquisition Hearing 2 and included within Written Summary of the Applicant’s Oral Submissions at Compulsory Acquisition Hearing 2</p>

ID	National Farmers Union Comment	Applicant Response
	<p>Due to the complete lack of negotiation taking place between NFU, LIG and Equinor and with minimal contact having being made by Equinor throughout the examination of the DCO, to try to resolve any outstanding issues, the NFU and LIG strongly believes that Equinor should not be granted a DCO as there has been no genuine or meaningful negotiations to reach a voluntary agreement.</p>	<p>[document reference 21.4] its understanding has always been that these would be addressed at the time the generic option agreement was in an agreed form and could be populated and issued to landowners.</p> <p>At Compulsory Acquisition Hearing 2 LIG advised that its intention was to discuss matters now. The Applicant agreed to consider the position but having done so remains of the view that as the matters are landowner specific, they cannot be included within the generic draft option agreement until it comes to populating and issuing final versions to landowners.</p> <p>Some Heads of Terms were returned with general caveats which the Applicant has been negotiating within or alongside the drafting of the generic option agreement. Some of the caveats have been discussed continually during pre-application and the Applicant has been clear that not all of the caveats are agreeable</p> <p>The Applicant confirms it has meaningfully engaged with landowners and occupiers over a four-year period and believes the record of engagement demonstrates the project has been promoted in good faith and a responsible manner. Detail and evidence of the engagement is set out within the Statement of Reasons (Revision E) [document reference 4.3] and the Compulsory Acquisition Schedule (Revision D) [document reference 12.5].</p>

Table 2 The Applicant's Comments on the Summary of Outstanding Client Specific Matters [ADAS Rural]

ID	ADAS Rural Comment	Applicant Response
1	Please find attached a summary of outstanding client specific matters following the second Compulsory Acquisition Hearing. This is in addition to the submission from NFU and LIG for Deadline 7 as well as the NFU SOG which deal with more genetic matters concerning all affected landowners and farmers.	No response required.
2	There is still significant matters that need to be addressed before any voluntary agreement can be entered into. The Applicant is responsible to use best endeavours to reach a voluntary agreement and compulsory acquisition powers must be used as a last resort. There has been no genuine or meaningful dialogue from either the Applicant or their agent to resolve outstanding issues since the Heads of Terms were signed in July 2022.	The Applicant refers to item 5.8 above.

Landowner	Outstanding matters	Current position	Applicant Response
Paul Kidd	1. Clients are concerned about unexploded ordnances on their land and what surveys have been undertaken or proposed to mitigate this risk.	Reference has been referred to Land Quality Desk Study and Preliminary Risk Assessment which is general information but does not address the subject area. Greater assurances are being sought.	The Applicant confirmed by email to Jane Kenny on 10 th May 2023 that geophysical surveys would be undertaken prior to the commencement of construction works to identify any further unusual and unexpected objects below ground level which would include unexploded ordnance. No further responses have been received by the Applicant.
	2. There is an Occupier who the Applicant needs to reach agreement with.	HOTS were signed subject to the Occupiers interest being agreed. There has been no further discussion with the Applicant.	The Applicant refers to item 5.3 above.
Elizabeth Thurtle	Agreement still needs be reached for a temporary working area (TWA).	There has been no further negotiations with the Applicant on the TWA since March 2023.	The Applicant has provided a response to the Temporary Working Area Heads of Terms on 12 th July 2023.

Landowner	Outstanding matters	Current position	Applicant Response
Arthur Wilson (Ltd)	There is a Occupier which the Applicant needs to reach agreement with.	Occupier was contacted by the Applicant in August 2022 but there has been no progress following greater clarity requested on behalf of the Occupier on the structure of the negotiations.	The Applicant refers to item 5.3 above.
Trustees of Barningham Estate	1. There are a number of Occupiers which the Applicant needs to reach agreement with.	Occupier was contacted by the Applicant in August 2022 but there has been no progress following greater clarity requested on behalf of the Occupier on the structure of the negotiations.	The Applicant refers to item 5.3 above.
	2. Agreement still needs be reached for a temporary working area (TWA).	There has been no further negotiations with the Applicant on the TWA since March 2023.	The Applicant has provided a response to the Temporary Working Area Heads of Terms on 12 th July 2023.
H Steel Esq	There is a Occupier which the Applicant needs to reach agreement with.	Occupier was contacted by the Applicant in August 2022 but there has been no progress following greater clarity requested on behalf of the Occupier on the structure of the negotiations.	The Applicant refers to item 5.3 above.
H Betts Esq	Is an Occupier which the Applicant needs to reach agreement with.	Occupier was contacted by the Applicant in August 2022 but there has been no progress following greater clarity requested on behalf of the Occupier on the structure of the negotiations.	The Applicant refers to item 5.3 above.
Diocese of Norwich	There is an Occupier which the Applicant needs to reach agreement with.	Occupier was contacted by the Applicant in August 2022 but there has been no progress following greater clarity requested on behalf of the Occupier on the structure of the negotiations.	The Applicant refers to item 5.3 above.
N Youngs	There is an Occupier which the Applicant needs to reach agreement with.	Occupier was contacted by the Applicant in August 2022 but there has been no progress following greater clarity requested on behalf of the Occupier on the structure of the negotiations.	The Applicant refers to item 5.3 above.

Landowner	Outstanding matters	Current position	Applicant Response
Mere Farm (Manninton) Ltd	Is an Occupier which the Applicant needs to reach agreement with.	Occupier was contacted by the Applicant in August 2022 but there has been no progress following greater clarity requested on behalf of the Occupier on the structure of the negotiations.	The Applicant refers to item 5.3 above.
Heydon Company no 1.	1. There is an Occupier which the Applicant needs to reach agreement with.	Occupier was contacted by the Applicant in August 2022 but there has been no progress following greater clarity requested on behalf of the Occupier on the structure of the negotiations.	The Applicant refers to item 5.3 above.
	2. Agreement still needs be reached for a temporary working area (TWA).	There has been no further negotiations with the Applicant on the TWA since March 2023.	The Applicant has provided a response to the Temporary Working Area Heads of Terms on 12 th July 2023.
	3. Request of route change.	Still to be discussed with the Applicant.	Jane Kenny wrote to the Applicant on 23 rd June 2023 requesting that the cables be laid either as close to the southern or northern boundary of the field in plot 15-004 of the Land Plans (Revision E) [document reference 2.3]. The Applicant will consider this request as part of any detailed design.
Pagepost Ltd	1. Land registry – it is necessary for the red line boundary to be amended at land registry as it has been incorrectly recorded at the land registry. Land that belongs to the landowner has therefore been omitted and indicates the land belongs to the neighbouring landowner. On the ground it is clear this area of land is within clients ownership.	The Applicant is requesting the Landowner is responsible for making the amendments and the cost. The client is prepared to instruct solicitors but does not think it reasonable that they should have to be responsible for the cost as the work is requirement of the Applicant benefit.	The Applicant confirms Heads of Terms are agreed with the Land Interest and that it stands by the offer of terms made to the neighbouring landowner, Tina Heybourn Hayward. The Applicant's position on the HM Land Registry discrepancy is as set out in the Compulsory Acquisition Schedule (Revision D) [document reference 12.5]. The Applicant set out its position to Jane Kenny on 2 nd February 2023, following which the matter was raised by Jane Kenny at Compulsory Acquisition Hearing 1. Following the hearing, the

Landowner	Outstanding matters	Current position	Applicant Response
			<p>Applicant directed Jane Kenny to the email dated 2nd February 2023 and no further correspondence has been received on the matter.</p> <p>As this is an HM Land Registry discrepancy between the two landowners, the Applicant does not consider it a matter for this Examination.</p>
	<p>2. Red Line boundary – the RLB needs to be amended to remove from a residential curtilage.</p>	<p>There has been no further discussion since July 2022.</p>	<p>The Applicant is aware of this request to amend a boundary shown on the option plan and will respond when landowner specific agreement is issued to the landowner's solicitor. The Applicant wishes to point out that the area in question is not within the curtilage of a residential property. When the change was originally requested, it stated the purpose was to avoid any encumbrance on the land around the residential property.</p> <p>As a point of note, this area is not included within the Order Limits but is referenced as Grantor Property within the voluntary agreement.</p>
	<p>3. Agreement still needs be reached for a temporary working area (TWA).</p>	<p>There has been no further negotiations with the Applicant on the TWA since March 2023.</p>	<p>The Applicant has provided a response to the Temporary Working Area Heads of Terms on 12th July 2023.</p>
<p>Mrs T Heyward</p>	<p>1. Land registry – it is necessary for the red line boundary to be amended at land registry as it has been incorrectly recorded. My client is not an affected party and is not in a position to enter in to negotiations with the Applicant. It is clear on the ground the land does not belong to my client.</p>	<p>The Applicant is requesting the Landowner ois responsible for making the amendments and the cost. The client is preaped to instruct solicitors according but does not thing it reasonable that they should have to bear the cost as it is an requirement of the Project.</p>	<p>The Applicant refers to item 1 against Pagepost Limited set out above.</p> <p>Tina Heybourn Hayward is a Category 1 affected party included within Part 1 the Book of Reference (Revision H) [document reference 4.1] in plot 19-003.</p>

Landowner	Outstanding matters	Current position	Applicant Response
William Gurney Charity	There is an Occupier which the Applicant needs to reach agreement with.	Occupier was contacted by the Applicant in August 2022 but there has been no progress following greater clarity requested on behalf of the Occupier on the structure of the negotiations.	The Applicant refers to item 5.3 above.
Annie Borrett	Due to the configuration and nature of the redundant WWII runway agreement needs to be reached how the cables are to be installed, to ensure the integrity of the runway is maintained, as open cut is not appropriate.	Meeting was held 5th October 2022 when the Applicant agreed to undertake further surveys. No further discussions have been held.	<p>The Applicant confirms that it met with the landowner on 5th October 2022 and agreed to undertake geophysical surveys to address their concerns.</p> <p>The Applicant provided the results of the geophysical surveys undertaken on the former site of RAF Swannington by email to the Land Interest and Jane Kenny on 28th February 2023.</p> <p>The Applicant refers to sheets 9 and 10 of ES Chapter 4 Figures – Project Description (Revision B) [REP3-028] which confirms the method of construction for the cables in this location will be open cut. The Applicant's geophysical surveys and site inspections has confirmed this method of construction to be feasible.</p>
Ms J Dacre	Agreement needs to be reached on the main compound area.	There has been no further negotiations with the Applicant on the TWA since March 2023.	The Applicant has provided a response to the Temporary Working Area Heads of Terms on 12 th July 2023.
Jeremy Riley	To agree working methodology to mitigate impact to potential development site.	There has been no further discussion since HOTS were submitted in July	Whilst the Applicant acknowledges it has been made aware of the Land Interest's intentions to develop the area in future, no plans or details of any kind have been provided. The Applicant therefore does not consider it possible to agree on methodology to mitigate the impact on what it

Landowner	Outstanding matters	Current position	Applicant Response
			<p>understands is currently a hypothetical development.</p> <p>The Applicant welcomes receipt of plans from the Land Interest in order to be able to engage on this point.</p> <p>As a point of note, the construction method in this location will be Horizontal Directional Drill as confirmed in sheet 11 of ES Chapter 4 Figures – Project Description (Revision B) [REP3-028].</p>
Norwich City College	1. Greater clarification is required how the Project will interact with Orsted and agreement of the appropriate measures required.	There has been no further discussion since HOTS were submitted in July 2022.	The Applicant has regular meetings with Orsted which cover how interactions between the projects will be and are managed.
	2. Provisions need to be agreed in relation to safeguarding as this an educational facility and has to comply with OFSTED regulations.	There has been no significant discussions on this point.	The Applicant is not aware of any safeguarding provisions but welcomes the Land Interest to provide specific concerns.
	3. Agreement still needs be reached for a temporary working area (TWA).	There has been no further negotiations with the Applicant on the TWA since March 2023.	The Applicant has provided a response to the Temporary Working Area Heads of Terms on 12 th July 2023.
	4. As an Occupier the Applicant needs to reach agreement on how ineterst is going to be dealt with.	Occupier was contacted by the Applicant in August 2022 but there has been no progress following greater clarity requested on behalf of the Occupier on the structure of the negotiations.	The Applicant has not been made aware of an occupier on this plot by the Land Interest.
S Moores Esq	Agreement still needs be reached for a temporary working area (TWA).	There has been no further negotiations with the Applicant on the TWA since March 2023	The Applicant has provided a response to the Temporary Working Area Heads of Terms on 12 th July 2023.
T Horner	There is an Occupier which the Applicant needs to reach agreement with.	Occupier was contacted by the Applicant in August 2022 but there has been no progress following greater clarity requested on behalf of the Occupier on the structure of the	The Applicant refers to item 5.3 above.

Landowner	Outstanding matters	Current position	Applicant Response
		negotiations.	
Tarmac	Our client is the Occupier of the land where the access is required to the National Grid site.	It is unclear if the Applicant still requires access across the land as there has been no further correspondence since 1st February 2023.	The Applicant has provided a response to the Temporary Working Area Heads of Terms on 12 th July 2023 for land south of Mangreen Lane. In respect of the plots north of Mangreen Lane affecting this land interest, the Applicant position has not changed from the correspondence of the 1 st February 2023.

Table 3 The Applicant's comments on the NFU and LIG responses to the Examining Authority's Third and Fourth Written Questions [NFU LIG]

ID	Question	NFU and LIG Responses	Applicant's Comment
Fourth Written Questions			
Q4.6. Construction Effects Onshore			
Q4.6.2 Approach to Construction, Compounds, Programme, Timing and Methods			
Q4.6.2.1	<p>Link Boxes</p> <p>The ExA understands from the NFU [REP5-083] that the Applicant is of the view that one of the roles of the ALO will be to discuss and agree the location of link boxes with landowners. Applicant, provide a revised OCoCP to reflect this.</p>	<p>The NFU and LIG have still received no further information from Equinor regarding the request that Equinor provide the worst-case scenario of how link boxes could be configured. This needs to be understood to understand the impact on agricultural operations on a day to day basis and to also be able to calculate the compensation for this impact.</p> <p>The NFU and LIG believe that the ALO will have no influence over where a link box is sited and that a meeting will be needed with an engineer on site to discuss locations. But as raised in the last submission answers to third written questions the NFU and LIG believe that there will be other factors which govern where a link box is sited. None of these factors have been forthcoming from Equinor. The question of how can the location be influenced so that it is in a field boundary rather than 5m out from the boundary?</p> <p>It has now been highlighted that the ALO in the outline CoCP will as one of its roles discuss the location of link boxes, but the NFU and LIG think that this needs to be stated in the OCoCP that the location will be discussed and agreed with landowners. It is not enough that the ALO only has to discuss the wording in the OCoCP</p>	<p>The Applicant refers to the response provided within item Q4.6.2 of The Applicant's Response to the Examining Authority's Fourth Written Questions [document reference 21.5].</p> <p>The location of the link boxes is dictated by detailed design, with the Applicant seeking to locate these close to field boundaries and in accessible locations where possible. The Applicant is unable to offer to negotiate and agree the final location of link boxes either through design or through discussion with the ALO.</p>

ID	Question	NFU and LIG Responses	Applicant's Comment
		with landowners. The OCOCP will need to state that Equinor through the ALO should negotiate and agree the final location of link boxes.	
Q4.16. Land Use			
Q4.16.1 Effect on Agricultural Land and Businesses and Recreational Assets			
Q4.16.1.1	<p>Outline Management Plan for Agricultural Matters</p> <p>a) The ExA notes [REP5-083, Q3.16.1.1] that the Construction Practice Addendum is still under discussion between the Applicant and the NFU. Provide an update on the latest position and whether an agreement will be reached before the close of examination.</p> <p>b) The Applicant has committed in the Draft SOCG with the NFU [REP6-011] that the final agreed wording in the Construction Practice Addendum will be included in the final CoCP post consent. Applicant, provide a revised OCoCP that also makes this commitment.</p> <p>c) The NFU is of the view [REP5-083, Q3.16.1.1] that it is very important that the wording is agreed in the OCoCP because its provisions will be incorporated into contracts for the construction of the project. Applicant, explain fully why you do not agree with this.</p>	<p>A) The NFU and LIG as stated previously sent back the Construction Practice Addendum to Equinor's agents with comments on 12th June 2023 for consideration and have heard nothing since. No contact has been made by Equinor to agree the outstanding points.</p> <p>B) 1) The NFU agrees that this commitment does need to be made within the OCoCP. As stated before the NFU understands from Equinor that whatever is outlined in the OCoCP because its provisions will be incorporated into contracts for the construction of the project.</p> <p>C) -</p> <p>D) As stated before it is not accepted that specific detail cannot be included due to the outline nature of the OCoCP. As stated, the wording we are requesting on field drainage, reinstatement of soils, water supplies and irrigation has been agreed and included in other OCoCP for similar DCO schemes. It is very important that this wording is agreed because as stated in paragraph 21 the provisions of the OCoCP will be incorporated into contracts for the construction of the project.</p>	<p>a) The Applicant is considering the comments within the Construction Practice Addendum and will revert to the NFU and LIG in due course.</p> <p>b) Section 7 of the Outline Code of Construction Practice (Revision G) [document reference 9.17] has been updated to include the Applicant's commitment to include final agreed wording within the Construction Practice Addendum on soil handling, land/field drainage and irrigation and water supply within the final Code of Construction Practice. The final Code of Construction Practice is secured by Requirement 19 of the draft DCO (Revision K) [document reference 3.1].</p> <p>Section 4 of the Construction Practice Addendum prescribes measures concerning land drains, Section 6 prescribes measures concerning water supply and Section 5 prescribes measures concerning irrigation. These measures are still under discussion and have not yet been agreed therefore the Applicant deems it inappropriate to present these within an updated version of the Outline Code of Construction Practice and, for the reasons set out in its response to Q4.16.1.1 c) in</p>

ID	Question	NFU and LIG Responses	Applicant's Comment
	<p>d) The NFU has raised concerns [REP5-083, Q3.16.1.1] that there are no details on how field drainage will be reinstated, if a private or mains supply is affected how this will be reinstated on a temporary or permanent basis and that there is no mention of irrigation within the OCoCP. The ExA considers more detail is required for these areas for it to be content that they can be suitably managed and mitigated. Applicant, provide further detail in a revised OCoCP.</p>	<p>It is also essential that this wording is agreed within the OCoCP because the voluntary agreements have not been finalised and agreed.</p>	<p>The Applicant's responses to the Examining Authority Fourth Written Questions [document reference 21.5], considers this unnecessary.</p>
<p>Third Written Questions</p>			
<p>Q3.16. Land Use</p>			
<p>Q3.16.1 Effect on Agricultural Land and Businesses and Recreational Assets</p>			
<p>Q3.16.1.2</p>	<p>Effect on Individual Businesses</p> <p>The Applicant [REP1-036, Q1.16.1.8] sets out that it is not possible to meaningfully estimate the amount of land in each holding or therefore the amount of land affected. However, the NFU [REP3-136, Q2.16.1.4] noted that the Applicant should have an understanding of such matters from the discussions taking place with each landowner. Please provide further justification for your position?</p>	<p>The NFU believes that it is possible to be able to set out the amount of land in each holding affected by the underground cables. The applicant must know this to be able to calculate the easement payment under the voluntary agreement and the Applicant is also wanting to have restrictive covenants in place across the easements on each holding.</p>	<p>The Applicant refers to the response provided within item Q3.16.1.2 of The Applicant's Response to the Examining Authority's Third Written Questions [REP5-049].</p>