

AUDIO_RAMPION2_CAH1_SESSION1_1705 2024

Fri, May 17, 2024 4:05PM

00:05

Good morning, everyone. Can I just confirm that everyone can hear me clearly? It's now 9:30am. And welcome to this compulsory acquisition hearing in relation to the application made by rampion. Extension limited, the proposed rampion to offshore wind farm, which is now open. My name is Richard Morgan. I'm a chartered engineer and fellow of the Institution of Civil Engineers. I've been appointed by the Secretary of State to be a member of the examining authority for this application. Can I ask my colleagues to introduce themselves please?

00:44

Good morning. My name is Steven Rani. I'm a chartered planner and member of the royal Town Planning Institute. I have been appointed by the Secretary of State to be a member of this examining authority for this application.

00:56

Good morning. My name is Claire below. I'm a chartered scientist and a member of Siam, the Chartered Institute of Water and Environmental Management. I've been appointed by the Secretary of State to be a member of the panel of inspectors to examine this application.

01:12

Good morning. My name is Richard Allen. I'm a chartered town planner. I'm an examining inspector and I've been appointed by the Secretary of State to be the lead member of the panel of inspectors to examine this application.

01:24

Thank you. Together with Mr. Joe Sullivan, who's not attending today, we constitute the examining authority for this application. For those joining online, in the arrangements in the arrangements conference, and those who are present in this room, you may already have spoken to Lily Robins, who is the case manager for this project. She is supported by Jody Hannigan and other colleagues from the case team and the planning Inspectorate. Before we consider items on the agenda, we'll need to deal with a few housekeeping matters, and general observations. I'll try to get through these as quickly as possible. Please ensure all mobile phones and other devices are turned off are in silent mode. Toilets are located next to the hotel reception area. There are no fire alarms scheduled for today. And in an emergency, please follow the emergency exit signs. Can I ask if you know of anyone who had any problems accessing this hearing today? won't see any hands. Okay, I'll move on. Examining authorities decided to hold this compulsory acquisition hearing. Because we wish to discuss matters concerning

the compulsory acquisition of land and to ensure that any affected persons have the opportunity to make oral representation should should they wish to do so. The purpose of today is for the examining authority to examine the information submitted both by the applicant and also by the affected persons and others. As a result, I'd like to reassure you that we are familiar with the documents that you've sent in so that when answering a question, you do not need to repeat at length, something that has already been submitted. If you want to refer to information already submitted, I would be grateful if you give the appropriate planning Inspectorate examination library reference. So please ask that the first time you use an abbreviation or an acronym that you give the full version, as there'll be people here today or listening on the audio that may not be as familiar with the application or the documents as you are. hearing today will be a structured discussion with the examining authority, which the examining authority will lead based on the agenda that has already been published. The purposes of identification and ease of reference, can I ask that at every point in which you speak as you please give your name and who you represent. We are conducting the meeting in accordance with sections 92 and 94 of the Planning Act 2008 And the infrastructure planning examination procedure rules 2010. Specifically rule 14 relating to procedure and hearings. You are reminded that section 94 Eight of the 2008 Planning Act allows the examining authority may refuse to allow representations to be made at the hearing. If the examining authority considers the representative representations are a irrelevant vexatious or frivolous, be related to the merits of policy set out in a national policy statement. C repeat other representations already made any form or by any person or D relate to compensation for compulsory acquisition of land or an interest in land or right Overland. The hearing is being recorded the Official The only official record of the proceedings is this recording, which will be loaded onto the inspectors website as soon as practicable after the hearing, tweets, blogs, and similar communications arising out of this meeting will not be accepted as evidence and examination of this application. And I like to turn to the agenda. Rule 14 Two of the examination procedure rules requires that at the start of the hearing, the examining authority shall identify the matters to be considered at the hearing. The agenda for this hearing was published on the spirit inspectors website on the eighth of May 2024 type class that is brought up on the screen. You can also find a copy of the agenda on the website and reference Evie six dash 001. The agenda is set by the examining authority and contains matters we wish to discuss today. If a topic you are hoping will be discussed is not on the agenda today is not an admission and should not be taken as such that the examining authority deems the matter and important although we have already made our minds up the matters that are on the agenda are those we wish to discuss. At this moment in time. It may be that we will have written questions on other related matters. And we have the agenda on the screen please.

07:00

Okay,

07:00

so I'll go on. We're currently on agenda item one, which is welcome and introductions. Please note that the agenda is split into two parts on two separate days. This morning we're going to be discussing the applicants case for compulsory acquisition and temporary possession, funding, special category land, Crown land and interests and Satori undertakers next Tuesday when we zoom This hearing will be the opportunity for individual affected persons or their representatives to set out any outstanding concerns they have in relation to compulsory acquisition and temporary possession for the land in which they

have an interest that have not been addressed by the applicant. We will be journeying by 1230 today, so we will probably take a short break and around 11am. If for medical or other reasons anyone requires a break in at a specific time. If you please let the case team know and we can hopefully adjust the problem to meet your needs. The examining authority isn't attendance list of those persons present today. It is not our intention to do full introductions. However for those intended to speak Can you please identify yourself and clarify matters for which you will be speaking on. So if I can go to the applicant first, you could introduce yourself and your team please.

08:30

Thank you sir Michelle Moss from me said this island acting on behalf of the applicant. I'll turn to my left

08:39

Keyport train on behalf of the applicant and the land transaction manager the mapping to

08:46

Richard Tanner route on behalf of the applicant. I'm the assistant engineering manager on the project

08:51

Charles Lister on behalf of the applicant, a partner at cost Gen as

08:58

Steven Drennen Carter Jonas again speaking for the applicants on Landon compensation matter.

09:06

So in addition, we also have attending online at Monday, Donna is the commercial director of the applicant. Okay,

09:14

thank you for that. We can now move on to statutory parties in attendance. I think we have national highways. Yeah. You could introduce yourselves please.

09:28

Thank you. Yes. Sarah Marshall for national highways.

09:33

Kevin Baum for national highways and can I ask which item you intend to speak on?

09:39

We understand yesterday that so I think it will be sorry Sarah Marshall for national highways. We will be speaking on the Saturday Undertaker's and section concerning the protective provisions.

09:54

Thank you. Okay if we move to interested parties I think we have Michael Campbell. Online. Right. Mr. Campbell online? That's correct. And which item of the agenda would you like to speak on, if any? I'm

10:13

not proposing to speak today, but thank you for the invitation. Okay, thank you.

10:20

Moving on, also online, we have Mr. Etherton representative representing Mr. Dixon and green properties.

10:30

Good morning session effort and

10:31

do you intend to speak on any item today? Not today. I will be speaking agenda item 10 on Tuesday. Okay, thank you. Thank you, sir. Mr. Woosley. I think you're online. Do you like to introduce yourself? Yes, my name is Charles Worsley. I'm representing hookers farm and and take unlimited.

10:57

I don't propose to speak today.

10:59

But this potential hearing. Okay. Thank you.

11:05

Mr. Lightbourne. I can see that you're in the room.

11:09

Yes. Good morning, Paul lightburn, representing residents of Kings Lane. I will endeavour I would like to speak today. I'll endeavour to keep my points general. I can't attend on Tuesdays. So I won't raise any site specific issues as I try and keep them general. But I will speak if I may.

11:29

So you wish just to clarify you wish to speak about your landed own land interests

11:34

today? Yes, it's yes. It's related to the acquisition of rights over and above those existing rights. Okay,

11:43

we've got quite a packed agenda. But if we can, we'll we'll fit you in under a OB that's okay. That'd be most kind. Thank you. But it's very dependent on time. We have to finish it to ourselves.

11:56

Understood. Thank you. I will I will endeavour otherwise, I will endeavour to join virtually on Tuesday. If I can, okay, thank you, Mr. lightburn.

12:08

Mr. Official, I can see you're at the table.

12:12

Do official from Sweet Hill Farm landowner. I'm presuming we're going to be speaking on Tuesday under item 10 Rather than today. And also online. I have Alex yonder Introduce yourself.

12:26

You still stone?

12:30

Morning, sir. I'm Alex dolostone. I'm a partner at wingwai showered and I'm here on behalf of the officials of sweet hem farm. And obviously Mr. David Fisher is in the room with you today. We were thinking about potentially saying something as well our agenda item to Jay on the general matters. But bearing in mind what you've said about the whole pack the agenda is where we can see where we get to but we'll be happy to face those points on Tuesday. Okay, thank

12:57

you, Mr. Wilson.

13:05

We have Mr. Goring see in the room and is being present. Yes. Ah, very Mr. Boring.

13:14

That's no problem. I am here. Yes, President M. And I've got Victoria Hatton, who will be representing us today.

13:23

Do you intend to speak at the general items today? Are you going to speak next week on the specific land.

13:30

So thank you very much Victoria Hudson of counsel representing the Goehring estate. That was a mistake. So we will be participating on item 10 On Tuesday, however, we do have some general matters which would be appropriate to raise under item two J. Perhaps I can signpost them when we get there. And if you tell me actually, you'd rather hear them on Tuesday, then of course, we're in your hands. Okay. There are some general matters and then some site specific matters. Okay. Thank you, sir. Thank you.

14:04

Okay, thank you. Thank you for that. I think that's everyone. Is there anyone else either in the room or online? Who would like to actually speak today?

14:22

Sorry, I'm Mr. Bad. ID. Are you online?

14:28

Yes, I am. But I won't be speaking today. I'll speak on Tuesday.

14:31

Okay, thank you, Mr. Baird. I can see someone's got their hand up. You'd like to introduce yourself please online.

14:39

Yeah, good morning, sir. My name is Sophie Stewart partner at DLA Piper, UK LLP. I represent national grid electricity transmission or N Get as they will most likely be referred to having spoken to the applicant this morning. I don't think I've got much to say on agenda item six. But I suspect we We'll be appearing again on Tuesday for agenda item 10. Okay, thank

15:05

you for that. Thank you very much.

15:13

Okay, so this is a hearing and not an inquiry, and therefore, unless the examining authority as specifically requested or agreed to it, there'll be no formal presentation of cases or cross questioning of other parties. As such any questions that you may have for other parties need to be asked to the examining authority. This approach is set out in Section 94 of the Planning Act 2008. For those persons joining online, please switch cameras and microphones off. If you're not participating specifically in the discussion. Should you wish to raise a question please raise the Microsoft team's hand function and when invited, sorry, when invited, please switch your camera and microphone on. For those people watching the live stream can I also advise you that? Should we at any point break these proceedings this morning, we'll have to stop the live stream in order to give us clear recording files. As a result of the point of which we recommence the meeting and restart the live stream, you'll need to refresh your browser page to view the restarted stream. Or remind you of this again Should this occur. Finally to further points. Before we begin, you'll know for the exam the authorities letter that this event is being recorded, as well as being live streamed to interested parties who requested this, the digital recordings form a public record that can contain your personal information, and to which gpdR applies. The planning inspectorates practice is to retain and republish recordings for a period of five years from the Secretary of State's decision on this application. Consequently, if you participate in today's hearing, it is important that you understand that you will be recorded. And that, therefore can you therefore consent to the retention and publication of the digital recording. We're only ever asked for information to be placed on the public record that's important and relevant to the planning decision. It will only be in the rarest of circumstances that we might ask you to provide personal information of the type that most of us would prefer to keep private or confidential. Therefore, to avoid the need to edit the digital recordings, what we'd ask is that you try your best not to add information to the public record that you wish to be kept private, or that is confidential. Does anyone have any questions with regards to this matter? I can't see any hand in the room, and I can't see any hands up online. As the examination progresses, the examining authority will be notetaking both in written form or on a computer where we

may also be reviewing documents. Please do not be put off by this and rest assured the examining authority will be following the events as they happen. I'd be grateful if the applicant would make a note of any actions that occur during the course of the hearing. And we will review these at the end of each agenda item. Thank you. Okay, turning now to agenda item two, the applicants case for compulsory acquisition and temporary possession. So firstly with the applicant, please confirm that the application includes a request for CA in accordance with section 1232 of the Planning Act 2008 was straightforward initial question Thermacell

18:44

Mosler the applicant? Yes, that's correct. That request can be found in the application for a pp 002. And I also confirmed that the request was expressly noted in the section 56 notices which was served, they can be found at zero, od 001.

19:07

It's great, thank you.

19:10

Follow on then could you set out briefly whether and how the purposes for which compulsory acquisition powers are sought comply with Section 1222 of the Planning Act 2008.

19:26

There Michelle muster the applicant, all of the land and rights sought, including the powers that temporarily possess land or in relation to land, which is either required for the development to which the development consent relate, therefore, section one to two, subsection two A of the Planning Act or is required to facilitate or is incidental to that development. Therefore, section 122 subsection two B of the Planning Act 2008.

19:57

Ricky Thank you. Can you please explain briefly whether and how consideration has been given to all reasonable alternatives to compulsory acquisition and temporary possession.

20:10

That Michelle moss for the applicant, the applicant has given extensive consideration to reasonable alternatives to compulsory acquisition and temporary possession. Details of this can be found in Section Eight of the statement of reasons, which is document a PP zero to one and in the ES chapter three alternatives Volume Two, a PP. 04. For the consideration by the applicant of alternatives the at each stage of the process has been thorough and rigorous, and it's also a continuous iterative process. alternatives and refinements have been proposed by affected parties, both through consultation and engagement, on on on key terms, and the applicant has given reasonable consideration to such proposals, and where appropriate has made changes to the design and a route to enable alternatives to be furthered and to seek a breach to seek agreement with parties. Were on alternatives proposed by landowners have not been demonstrated to be workable, viable alternatives. The applicant has itself looked at versions of those alternatives and proposed them for consideration to try and seek to reach agreement with landowners. And it has provided reasons where it's not been possible to take those

forward. There have been a range of appraisal message use there's the detail in the documents I've already referred to I won't go into them. But the most common appraisal form has been the Bragg appraisal, the black red Amber green appraisal, where a multidisciplinary analysis is undertaken of the alternative under consideration and applying a rating to environmental landowner engineering matters. With regards to the outcome of the Bragg analysis that's then considered by the project team, and a balanced decision was taken to settle the location and the route that can deliver the projects and its associated benefits. To add the deadlines three response to the examining authorities written questions, rep three zero 50 is appended a table table one of Appendix B to that document, which highlights changes further to affected persons representations. That sets out a list of the key changes which the applicant has made. As a result of that the feedback from affected parties throughout that consultation and engagement exercise. The applicant has applied that appraisal process on a consistent basis, and the results of the appraisal have been reported back to affected parties by various means. In summary, the applicant has given consideration to approximately 90 alternatives of different scale and complexity and forms. Whether that's the change to the cable route to an access, for example, or to a construction method such as to trenchless crossings. Of those which have not been taken forward. The applicant is not aware of any alternatives which could have amounted to a reasonable deliverable alternative, which would have avoided the need for compulsory acquisition or temporary possession powers.

23:45

Okay, thank you for that. Moving on, can you explain briefly whether and how the land and rights proposed to be acquired, including those with temporary possession unnecessary and proportionate.

24:00

Third, Michelle moss for the applicant. The applicant is land, land assembly strategy has been and continues to be to seek to reach voluntary agreement and to seek to limit and reduce the extent of compulsory acquisition and temporary possession powers required. The proportionate approach has been taken to the identification of the land and rights required, which can be seen from the variety of powers which are sought over the land. There is a very limited amount of freehold acquisition sought only in relation to two parcels at the respective substations where there's permanent above ground infrastructure and control of the land required. With regards to the remainder of the order land, there is a detailed plot by plot description of the reasons for which the works and purposes to which the land is required. That's contained as appendix one to the statement of reasons that After in document PE PD zero 12. Section nine of the statement of reasons, also provides an explanation of why the land is required. There is flexibility sorted within the order limit through the approach of parameters and limits of deviation, which does mean that whilst the applicant requires the authorization of powers over the extent of the order land in order to deliver the work within the order limits, it is not expected to be necessary to acquire in due course, all of the land within those limits. There's a question later on, sir on the agenda, where we'll seek to explain how that will will work. The approach to those powers thought which minimise the extent of permanent acquisition therefore, is evident of the proportionality of interference with affected parties right. However, it remains the case that the scale and location of the project is that that sorry, the scale and complexity of the project is such that compulsory acquisition cannot be avoided. But the applicant has sought to minimise its interference through its routing and citing and its mitigation measures, which is his committed to in control documents such as the outline

code of construction practice, pe PD, zero 33. And the commitments register. Our EP 115 will also reduce the impact of the proposed development on landowners. But the applicant continues to seek to avoid the exercise of compulsory acquisition powers by pursuing voluntary agreements.

26:48

Okay, thank you.

26:51

Can you set out briefly whether having regard to Section 1223 of the Planning Act 2008. There is a compelling case in the public interest for the land to be acquired compulsorily, and the public benefit or don't waive the private loss.

27:08

Michelle must for the applicant, the applicant statement of reasons. A PP zero 21 provides the comprehensive explanation as to why the applicant considers the requirement in section one two to three of the Planning Act 2008 has been met, and the applicant considers their the compelling case in the public interest for the land to be compulsorily acquired. In summary, and having regard to the test in the compulsory acquisition guidance, the applicant has considered all reasonable alternatives to compulsory acquisition, which is required by paragraph eight of the compulsory acquisition guidance. And as explained earlier that those details can be found in chapter three alternatives of the environmental statement, a PP 40 for the proposed interference was private rights that are a legitimate purpose, which of course was relevant national and local planning policy. The planning statement, a PP 36 provides greater detail about the compelling public need for the project. But importantly, it has helped meet the urgent need for new renewable energy infrastructure in the UK, and offshore for which offshore wind has been identified as critical national priority in the national policy statement. The planning statement also provides details of the need for the proposed development and the overwhelming positive benefits that will be generated by it. This accords with the provisions of paragraph 13 to 14 of the compulsory acquisition guidance. The applicant has a clearer idea of how it intends to use the land, as required by paragraph nine of that guidance. And subject to making the DCO there are no known impediments to the delivery of the proposed development. It's paragraph 19 of the guidance. Section 13 of the statement of reasons that's out how Article One of the first protocols of the European Convention on Human Rights, and Article Six and eight have been considered. This explains how the benefit that will be realised by the proposed development will outweigh the private loss that would be suffered by those whose land and or interests are proposed to be subject to compulsory acquisition. That's required by paragraph 13 of the guidance. The funding statement, a PP zero to five explained how it is expected that the construction of the proposed development and the acquisition of the land or right which required will be funded as well as compensation arising from the exercise of those powers that accords with paragraph 17 and 18. After guidance, the applicant has continued, has and will continue to negotiate with relevant landowners to acquire the land and rights necessary in compliance with paragraph 24 to 26 of the compulsory acquisition guidance in this regard, the if, if it would be helpful to do so I could ask Mr. Lister of Chuck char, Carter Jonas, to provide a brief overview of a very brief update of the position on negotiations not in detail, but as a high level

30:42

power would be very useful. Thank you.

30:46

Does Lister on behalf of the applicant. We are in active positive discussions and negotiations with 60% of the interested parties and their agents on the form of key terms. The applicant has agreed the principle of the cable route and is working towards resolving site specific issues with independent individual parties. Where there are issues arising these are being addressed on a case by case basis associated with the former terms and associated legal documentation specific to their landholding. There are positive expectations associated with the consideration for the cabling and associated access and negotiations are ongoing. Because the progress has and continues to be made with effective parties. Notwithstanding that these have not converted into voluntary agreements yet, the Lamanites tracker sets out information relating to progress on voluntary agreements, a number of which are close to being signed or signed. However, not all affected parties have shown a willingness to engage the applicant will continue to seek to advance these discussions.

31:59

Okay, thank you. This issue is a matter of concern to the ESA. Even the position we are in the examination, the response you you gave to our first written questions on progress. I've got it up in front of me here. That's your response to LR one to one. Total, you explained that the total number of sign agreements required was 108. This is at a time you responded obviously to the integrations, the number of key terms that you'd issued was 101. The number of key terms actually you had back signed was six. And the number of agreements completed was two. So as I say this, this is of concern to us, given the stage, we are in the examination advanced stage. So we are very concerned about this. And you know, we haven't got long left in the examination. And there's still it appears to us, there's still a lot of negotiation to do. Negotiations

32:59

is ongoing, and we're pushing very hard to try and agree terms, the number of key terms signed or agreed has increased to eight and number of agreements completed is still at three. But we're working across the board with all interested parties to try and secure that agreement if of terms were individual parties are engaging with us.

33:24

So we, you know, press you to put all your efforts into this because the Secretary State is gonna expect to see evidence of your efforts to obtain this land negotiation. You know, CA powers can't be taken for granted. They're very powerful powers, and will only be granted if the Secretary of State can see that every effort has been made to obtain this land through negotiations. And if I could turn to the affected persons as well, I think there's an onus on them to try and reach agreements in their own interests. So that what happens then subsequently is within their power going forward. No, solamente you want to say anything on that.

34:21

Not not too much more. Only that of course that whilst negotiations are in place at the moment. Individual agreements, as Dr. Morgan has just said, are in the powers between yourselves and the

landowners. If the Secretary of State is minded to make this order, and grants compulsory acquisition powers over the land with agreements in or not that power effectively is gone. So I would just put, I would just urge on both sides really to try and reach agreements as you can So, as Dr. Morgan says, Secretary of State will not take this lightly, will not grant ca powers if there is little evidence of negotiation and agreement. So I will just again, reiterate, just please, with the remaining time that we have left, so that the lands rights track and I'm sure we'll go into that into individual plots in more detail on Tuesday as the reasons why, but we would expect to see a substantial progress in the land rights tracker, and agreements. So thank you. Thank you.

35:36

So is this massively concluded to EA? Or do you got more to say on that?

35:42

So now that's concluded my just one brief point in relation to land rights tracker to note that the applicant voluntarily submitted an updated version of that at deadlines three, rep three, zero 10. In order to ensure that the further detail and further attempts to negotiate and progress is recorded to assist with the with the set of hearings, we recognise it wasn't requested, but considered it would be, it would be useful

36:11

to you, thank you. If I could just say that I intend inviting comments from others the end of this agenda item. So if you could hold your comments on these sub sections until the end of the item. Okay, moving on then to F to F. Can you sit out briefly the evidence provided in the application, the public sector equality duty section 149 of the equalities act 2010. In relation to the powers of compulsory acquisition has been met.

36:48

There Michelle moss for the applicant, the public sector equality duty in Section 149 of the Equality Act 2010. In the context of the order, the duty applies to the Secretary of State as the decision maker, it does not place an express duty upon the applicant, nor upon the Secretary of State to wholly eliminate effects that the order may have upon persons with protective characteristics or persons who share protected characteristics. However, it requires public authorities to have due regard to the duty in the exercise of their functions. And the Secretary of State, the applicant recognises that the Secretary of State as part of the decision making process will need to consider whether if the order is made, it's likely to have a differential impact on persons with a relevant protected power characteristic. And also, it's relevant to consider for the Secretary of State to consider whether any action could be or should be taken to lessen or mitigate such an impact. In terms of the material before the examination, the applicant has had regard to that duty and to the duty which the Secretary of State will need to discharge, it has carried out an equality act Impact Assessment, which can be found at document a PP. 221. That assessment concludes that there are no adverse to quality effects expected as a result of the different phases of the development. So the construction, operation, maintenance or decommissioning phases. The applicant is not aware that any affected party or stakeholder has challenged the conclusions of that equality impact assessment. The applicant statement of reasons, a PP zero to one at section 12 13.2 politics provides further explanation as to how the applicant has had regard to the

public sector equality duty, and explains that the position will be continually monitored if new information comes to light during the course of the process, and that the applicant will seek to identify and implement mitigation and as appropriate assistant measures were appropriate to do so. This is how the applicant has proceeded to date and continues to do so. We further explained to them how There is also information on the consideration of alternatives in the environmental statement, a pp 044. And so I just briefly mentioned that the Bragg assessment that I referred to earlier and that's contained in that as part of the factors for the applicant to consider when setting route changes or other requests and alternatives. One of the factors as part of the land applications was whether there were any known equality at protected characteristics at the time. There is a party who has expressed We raised public sector equality duty and representations, most recently in a confidential submission, the applicant will respond to that confidentially. It is assumed that the the affected party would wished for that to be responded to confidentially given the manner in which that has been submitted and the applicant will do so at deadline for

40:22

Okay, thank you for that.

40:25

Sorry, you go any further points to me?

40:27

Is there I don't think so much ceremony point is clear, it is clear from the engagement that the applicant has had with that affected party that it has had due regard to the public sector, equality duty in engagement and consideration of alternatives that that party has put forward. Okay,

40:47

thank you. Okay, moving on, then,

40:50

can you briefly set out which draft DCO articles engage ca and TP ours?

41:02

They have Michel moss for the applicant, the primary compulsory acquisition power, but sorry, the compulsory acquisition of heritage are contained in part five of the of the draft order. Current version is that are EP 3003 The primary article is article 23. Concerning the compulsory acquisition of land, which permits the applicant to acquire compulsorily so much of the order land as is required for the authorised project or to facilitate facilitate or isn't incidental to it. So, it the the subsequent articles in the order then expressly limit the scope of that general power. In various circumstances. The only two parcels which are not expressly limited in any way at present are the parcels shown pink on the land plans on shore, which is P P. D 003. For which freehold, an acquisition and all interested thought. Arctic article 25 compulsory acquisition of rights and the imposition of restrictive covenants is the primary power which will engage the majority of the order land. This permits the applicant to acquire existing rights and land to create new rights and to impose restrictive covenant. The majority of the order land is shaded blue on the land plans on shore for which article 25 to expressly limits the power of compulsory acquisition

to the creation of new rights and imposition of restrictive covenant, for the purposes which identified and shedule seven to the order. The descriptions of the proposed rights or restrictive covenant to be acquired over that land have been grouped into packages of rights which for ease of identification the applicant has named and they're found in schedule seven to the order, it should be known that more than one package of rights may apply to an individual parcel of land. For example, there are parcels which are required both for cable roads and both for a cable restricted cabinet. The next primary article, which engages the powers that the applicant needs to rely upon, is article 20 article 33. For temporary use of land for the carrying out of the authorised project. There are two limbs to how this article and this power can work. The first in article 33, one subsection A the flex a little pie that is the land which is concerned with the land which is shown shaded green on the land plans on shore, which is also identified in sheduled nine to the order, this land of which only temporary possession powers may be exercised and not compulsory acquisition powers. The second limb of article 33 One A provides a power for the applicant to temporarily possess any of the other order land in order to carry out the construction of the project. And this is the power which the applicant in in common with many other infrastructure project intends to rely where practicable to minimise the impact of the project and acquisition upon affected parties by taking temporary possession first of the construction corridor. There's 28 days written notice required before the temporary possession powers can be used. That's consistent With a number of orders the including the RLA, more order 2023 The Sheringham Shoal and Dutton extension order which very recently made in 2024. And before giving up temporary possession of the land that under this order the applicant is required under Article 33 Six to remove temporary work from restore to land compensation will be payable to those who suffer loss or damage. And finally, in terms of the primary powers, article 34 temporary use of land for the purposes of maintaining the authorised project provides the similar power for the applicant to take temporary possession of the order land for purposes of maintaining the project during a prescribed maintenance period.

45:52

Yes, if I think Mr. Allen has to say, just

45:56

for the benefit of all parties that I will be covering restrictive covenants on Item nine on Tuesday where I have some questions for you on that. And then of course on you mentioned article 33 on the temporary possession of land, I will also be asking you about the plots 228 3314 and 13 B 16. Which you have sort of carved out of that and I will be sort of dealing with those issues on Tuesday on and underwriter nine. So we'll be exploring that a little bit further then.

46:33

You Thank you, Mr. Allen. Moving on then can you summarise briefly any other provisions in the draft ECM relating to CA and TP?

46:44

So Michelle masa, the applicant, the remaining provisions are in part five of the order of particular noted article 24, which is the time limit for exercising the compulsory acquisition powers and temporary possession powers or otherwise they will expire. The applicant in this case is seeking a period of seven years for the exercise of those powers. Article 26 private rights over land ensures that the construction

and operation of the proposed development is not impeded by any existing private rights over land which contains the power to either extinguish private rights over land which has been acquired permanently, which in this case of the order could only apply to the pink freehold parcels of land. In relation to land which is blue for new rights on the land plans. The power to interfere with private rights under this article is it is only in connection with rights where their continuance is inconsistent with the applicants proposed rights. The article does however, provide for private rights to be suspended over land where the applicant is in temporary possession of the land. There are provisions for the applicant to make expressed directions that this power does not apply in particular circumstances. So that it can ensure that private rights can safely continue to be exercised wherever that is appropriate to do so. Compensation is also payable if personal Fulfiller. So there's a similar power in article 27. This is not a power to extinguish, right? But it's the power to override easements and other rights where they conflict with an authorised activity. So for example, with the carrying out of the works REITs are not extinguished under that article. They are overridden or suspended for so long as may be necessary, and compensation is payable. And so I just briefly draw attention to the land that's shown shaded yellow on the land plans that I'm sure because that is land where there are no compulsory acquisition or temporary possession powers sought in the sense of articles 10, t, three and 25. But where there may be, there may be interference with private rights or indirect interference on other parcels and therefore these particular powers have been preserved in relation to those plots. So very briefly, with regard to the other article in Part Five, I will likely unless you wish me to do otherwise, identify what they are rather than go into a detailed explanation As article 31 acquisition of subsoil or estimates only, which confirms that the applicant does not need to take all interest in particular land where that a it has the power to limit its acquisition article 32 right under or over streets which give powers to enter airspace or subsoil under streets. Article 35 incorporates what's known as the mining code which is in the acquisition of land act 1981, which provides various controls and measures regarding the working of mines and minerals in the order land and compensation for it. Article 36 statutory undertakers confirms that the applicant has authorization to acquire land rights and land belonging to statutory undertakers and to extinguish or remove apparatus. However, this power is expressly subject to the protective provisions in sheduled 10. Two as a draft order, article 37 apparatus for rights of statutory undertakers in stocked up streets makes provision for utility apparatus and payments of costs to utilities where there are closures. Article 38 recovery of costs of new connections makes provision for utility payments of cost of utility Undertaker's where new private connections are required to property. And finally, article 39 special category land authorises the discharge of public rights trust an incident over special category land, insofar as it's that thing consistent with the rights which the applicant is seeking, go for over those land parcels. Okay, thank

51:51

you for that. So moving on, the next question really tries to bring all that together, and understand what that actually means on the ground. So it's really important that you sort of take your time answering this, so that everyone can understand what you're proposing. So can you explain in detail, and you can use a specific plot example is probably the best way to approach this. With reference to DCO articles and requirements that you've been talking about how starting with the order limits showing the land pan plans, the proposed development is constructed. And using compulsory acquisition, and powers with powers only been exercised over the very minimum or land required, because I think this is, this is perhaps an issue that a lot of landowners struggle with. Knowing that, in most cases, you need a 40

metre strip for construction, reducing to 20 metres 20 metres for an easement for the cables eventually. And then you have land plans, with corridor widths and DCO water limits that are much greater than that. So I think it'd be really helpful if you could re explain that. Take us right through an example of how that works.

53:17

There, I will start and do my best if we have questions as we go along. We have specialists such as engineers to call on May I ask that we have sheet 20 of the land plans on shore, and sheet 20 of the onshore works plans on hand in order to try to illustrate the sequencing the process and how the parents work. So I would just point out that, as part of this, I'm not proposing to try to deal with the detail of discharge of requirements in a consenting sense. We are seeking instead to focus on what the landowners will, will, will be consulted about will be Yeah, we'll have communications about how they'll receive notices and how it will affect their land where we're leaving some of the detail about the compliance with particular requirements before you can start

54:21

work. Yes, I think that's fine. It's a practical example. Yes, the need for this. So

54:26

that's understood. So so the the approach to settling the order limit and the land acquisition strategy, and that that relates both to compulsory acquisition and voluntary negotiation because the applicant is seeking the same. The same land rights whether it's by compulsion or fault, or by voluntary agreement. This has been carefully coordinated, so as to minimise the extent of land required. If if we can first I shall ask if we can have the onshore work plans sheet 20 onshore work plans being P E P D 005

55:32

Thank you I'm so, on the works plans, the red line boundary sets the order limits and the limit of the particular it identifies the works which to which the applicant is seeking development consent and it identifies which works packages they are the majority of the cable corridor is required for work nine for the onshore connection works and this is this is the works package which will affect majority of affected parties. And literally there are some there are some detailed ones work known as shown shaded orange, I'd say on on those work plans and the area on the word plans shows the limits within which work nine the cable can corridor works can be undertaken. If we then turn to a corresponding section on the onshore land plan, which is PE PD zero zeros Re.

57:07

I thank you can be seen that the land plans the spatial extent of the land plans and the order limits matches what the applicant has on the work plans. This is to ensure that it has the requisite land and rights needed to deliver the works was in the corresponding areas.

57:30

Can I Can I just ask? I think I think seems like you've missed the initial stage, which is how do you define the order limits for the works of that's the initial stage before you then draw the works outline and then translate it to the acquisition rounds.

57:55

So because notionally you need a 40 metre width. But obviously, as you can see, varies quite a lot.

58:09

And in quite a lot of places is a lot like a lot wider than that 40 metres. So it's that initial stage in the process that you're explaining. I think that's that's missing, as you intended to explain.

58:23

So, I, I was hoping to, to come on to that. But in terms of the principle of fixing the order limit, that is the King, the applicant requires flexibility within the order limit as to where the relevant works have are to be carried out. Insofar as the onshore construction corridor is concerned, it is seeking to ensure that it's has the appropriate area to deal with concern landing strength to deal with obstacles to deal with crossings which require greater areas of land. And therefore, through the process of consultation and engagement and the environmental assessment exercise the applicant has arrived at that order limit redline boundary and in this particular location. It is in the order of 60 to 80 metres wide width which is the area within which that work nine could be implemented. So, very

59:42

briefly explain the factors that influence the width that's required. I mean, obviously it'll change where you where you have HCD where you need a wider width. But in general, you know what dictated that those orderly meets for the for the works.

1:00:03

Richard Turner Rita on behalf of the applicant, yes, during the phase of the route options and auctioneering and the redevelopment, we have taken into consideration the types of construction methods we would have to apply to facilitate the construction of the cable corridor. And aligned with that we had to take regard of the available information from from public sources with regards to potential ground investigation and to really identify the risks in terms of completing the construction in in those DCO boundaries. And where required, only were required allowing for additional width to be able to respond to matters and detail that will only become apparent following the detailed surveys to grant investigation and the detailed design that may influence the method selection that we apply in these areas. Another area that my colleague has alluded to is the crossing of services, where we are working with third parties to establish methods appropriate for for these crossings.

1:01:22

Thank you. Okay,

1:01:24

so having defined the width you require, given your state of knowledge of the design and colour and physical constraints on the ground?

1:01:37

You're the applicant? That's correct, is

1:01:39

it with the order limits? And that's obviously then translated to the land plans, which you explain your explaining. Okay, if you could pick it up from there, please.

1:01:50

Thank you, sir. So there's there's expressed correlation between the extent of the land plans and the right thought over the land parcels with the extent of the onshore work plans. There is as as my colleague has referred to flexibility as to define or citing within those order limits of the construction cable corridor. The applicant, statement of reasons the environmental statement, explain that the cable construction corridor will typically be 40 metres, where there is an open cut section of the cable construction corridor. That's explained further in paragraph four, point 5.8 of the environmental statement, a pp 045. And there is an illustration figure 419 In that, that construction corridor is anticipated to comprise a number of different aspects including the trenches themselves in which the cables will be laid a whole road, there'll be need base for subsoil and also topsoil storage. If we look at the stretch of cable corridor on the land plan, which is being shown, the in the middle is a plot to call 2020 flat eight. It's quite difficult to see but it's the it's the largest plot there. That is an area which is expected to be subject to the typical 40 metre construction corridor with an open cut method of construction. As Mr. Towner rota has explained, there are areas where the the construction corridor will need to be wider at crossings for example, or dealing with dealing with other constraints. That doesn't apply to this particular location that I've highlighted, but one example where where it does apply. And examples of where it does apply are set out in the crossing shedule which is appended to the outline outline code of construction practice our EP 325 with the next one example should people wish to turn it over to another point is plot 2728. They will be dealt with via trenchless technology. The I'll focus on the more standard section of the cable route for these purposes. Rather than try to explain the difference between the two and less so you'd like to be shown a particular plot.

1:04:55

Now I don't really mind which probably use what I like to give down to is if the order would be made and you end up with these order limits. What's the next step? And how would you get to the final 20 things 20 metre easement what what's the process and what which, importantly, which articles and requirements within the DCO relate to each stage

1:05:24

Thermacell must for the applicant if the orders made, the next stage for the applicant in this respect will be to carry out detailed scheme of site investigation work alongside further environmental surveys and surveys such as archaeological works as required by written scheme of investigation, which is rep 303035 is expected that those surveys and investigations will need to be carried out over a wide area within the order limits. There are rights being sought in voluntary agreements to carry out surveys. The applicant may if necessary, need to look at the powers in article 19 of the order in order to ensure that it can carry out those those detailed surveys if necessary. The information gathered from the surveys will will then go through into another constraints exercise to inform the onshore cable construction corridor design and provide more certainty as to the location of that typical 40 metre corridor

1:06:43

that stage with the landowner Be informed yet but the the amount of land of his land required has been refined down to a smaller corridor.

1:06:55

So there will be engagement with the lander at that stage. There's an explanation as to how the applicant will look to work with stakeholders and also comply with the agricultural liaison section in the code of construction practice. So bear with me in terms of the reference to that document.

1:07:31

That I don't have to that reference to hand however, the code of construction practice and construction methods statements are respectively secured by requirement 22 and 23 of the order the code the outline code of construction practice being p p d zero 33. So it is these plans which will which provide the framework for the continued engagement with the app by the applicant with affected parties and to communicate and consider any more detailed citing matters and accommodation work, the mitigation works that will be required as part of settling where that's onshore cable corridor design and its final location. There I've just been informed that the correct reference for the code of construction practice is our EP three, zero 25 It was updated at the last deadline. Thank you. So the so the detailed design of that construction corridor will take into account those commitments in the DCR itself. And in those control plans. It will also take into account commitments that have been given in any voluntary agreements that have been reached with landowners as to which may, for example, include commitments to seek to cite the corridor as to a particular location and to avoid any particular constraints. Therefore, they will be very active engagement with landowners at this point before the applicant exercise any powers to take land over the order. So

1:09:13

you've you've refined the corridor down to get into all the current all those factors you just mentioned. What's the next step then? And what will article to use

1:09:26

that final stage and refining that down is that the applicant does need to secure approval pursuant to the various requirements of the state specific plans with the local planning authority and requirements 23 F will include the final location and width of the cable corridor for the relevant stage as the construction methods statement for which there's an outline to take pp 255. That plan showing the working corridor and wider areas required for crossings will be proved formally signed off and communicated separately to landowners. The applicant will then x is intends to then exercise its temporary possession powers. And these are the powers and the second limb of article 33. One A, which I referred to earlier, which enables the applicant to take temporary possession of any of the order land for the purposes of constructing the project and carrying out various activities.

1:10:29

That by this stage is on the reduced it's on the

1:10:32

record of the the expected 40 metres. So at that point there will be written notice served in accordance with Article 33 on the landowners that it intends to take temporary possession of land at a date no soon as and 28 days from the notice that has been served. And that will enable the applicant to then fence off the land can commence its work during which period, the applicant will be finalising its detailed design is detailed layout of the of the laid cables within the 40 metre corridor. So there's still some flexibility once the applicant has taken possession of the 40 metre corridor as to precisely where those cables may be laid, because there could be local ground constraints, therefore it is unexpected 20 metre width of a permanent corridor, but the applicant cannot say that it will precisely be a 20 metre corridor because there needs to be that ability to deal with cables, spacing constraints, etc, as as appropriate. When the applicant has certainty over that final layout, and the final, sorry. So if I go back a step I've missed that out during the construction of the project under the onshore cable corridor. The applicant, agricultural liaison officer, the employment of the agricultural allays liaison officer will assist with that continued day to day liaison with the landowners and the occupiers and assist with that liaison with the contractor for a role between the landowners and the contractor. During that construction phase part of that role, which will be critical for dealing with some of the issues that affected parties have raised and queries and concerns that they have about how will happier How will they be able to cross the cable, the cable corridor, for example? How will access be maintained those requirements and the system with the assistance of the alo all of that engagement will be taking place during that construction phase. And there's an explanation of the role of the agricultural liaison officer in the construction method statement.

1:13:12

Good. Can I just note that that sort of liaison, I think is critical to the smooth running of the proposed development and obviously benefits the landowners greatly. I think there's an x A we'd like to see a commitment to that right across all operations.

1:13:36

And I think he put strain on behalf of the applicant, the coder construction practice. Our EP 3025 was updated at the last deadline to expand on the role of the alo during the construction activities. And it sets up in their commitments to liaise with stakeholders to agree the temporary and permanent accommodation works and that's to include fencing, requirements, gates, crossing points, potential crossing, surfacing, water supply movement, all of the detail that affects those individual landowners needs and requirements.

1:14:12

And does that extend to daily almost daily contact in advance during and after the works? There

1:14:20

will be a protocol put in place and that handover to Richard to talk about that.

1:14:25

Yep, Richard Tanner written on behalf of the applicant. The agricultural liaison officer would typically be employed by the appointed principal contractor whose undertaking the works directly and they will seek to be providing a direct liaison and contact that is available to suitably address any concerns raised by

the affected parties. And if I may also add, add to the principles regarding the agricultural Liaison Officers equally at that point in time that we just discussed Passing when we are coming on to the construction period, the principles set out in the outline code of construction practice, are IP 3025. Section five 710 Regarding private means of access that have been previously raised, equally apply in that context with regards to giving notice about any proposed construction that may affect private means of access. Thank you.

1:15:28

Okay, thank you.

1:15:29

All, I noticed that the name of that role, agricultural liaison officer suggested it's a very narrow role. I think I'd suggest that it needs to be a lot wider, a liaison role for all affected persons.

1:15:48

Thank you, Pulitzer and on behalf Yes, yeah, my

1:15:51

colleague reminds me we did discuss this yesterday. This too, as well.

1:15:58

Vicki Porter and on behalf of the applicant, whilst the name in the code of construction practice is the agricultural liaison officer. Actually, if you look at the provisions in there, it refers to not just farmers, but also landowners and specifically designed to cover all areas of land management, not just agriculture.

1:16:20

Okay, thank you.

1:16:21

So yeah, if you could just please complete the process

1:16:28

served Michelle moss for the applicant. So construct construction is nearly complete within the 40 metre typical corridor. Once that installation is complete, the applicant will prepare as built and laid plans to show where the permanent infrastructure is and to fix the permanent cable easement which needs to comprise both the spatial area within which the cables are laid but also a protective buffer either side so that there's no damage from uses the tar to proximate. This plan will be will form the basis of the final plans for the voluntary easements which were agreement has been reached. If agreement hasn't been reached, those plans will also form the basis for the 20 metre permanent corridor within which compulsory acquisition powers will be will be acquired. So the plots are in question 28 is expected to require a standard 20 metre easement. And the expected there'll be four cables leading ducks with protective a suitable spacing of up to five metres and a separation buffer from the boundary of the permanent easement. At that point, the applicant will exercise its powers in article 23 and 25. Over that final permanent corridor area expected to be 20 metres. The applicant will

be required in accordance with Article 33. The temporary possession article to agree form of reinstatement of the land that it no longer requires, as part of that permanent easement. And there are provisions in article 33 Five and Article Three, six for the applicant to have to reinstate vacate and give back possession of the land to the landowners. That's a land right requirement. But in addition, there are the requirements in the various management plans for the applicant to actually carry out reinstatement in a particular way. For example, the outline soils management plan, which is rep three zero 27 secure pursuant to requirement 22 of the draft DCO. The outline landscape and ecology management plan rep 3027 which is secure pursuant to requirement 12 the DCO. So at that point, the applicant will have vacated the remainder of the working corridor, that land will be given back to the landowners to use as they as they so require. And there'll be a permanent easement to secure the retention, maintenance and protection of the cable corridor the permanent corridor itself if that has had to be secured via compulsory acquisition That will require the imposition of the packages known as the cable rights and the cable restrictive covenant. Okay, thank

1:20:08

you. I wonder if you could take an action to provide us with a very tightly drafted note setting out that process and referencing the articles relevant articles? And if you could provide that by deadline for

1:20:27

that possible

1:20:28

that, yes, that, that that's entirely possible. Thank you. So I may have received a slight correction on engineering points that's overdue. So Richard, do you want to clarify just

1:20:39

rigid turnover on behalf of the applicant? It is, with respect to the proposed cable specification, it is up to 20 cables across four trenches. So three cables per circuit and per trench for power and two cables per circuit per trench for fibre optic communication, just to clarify that, okay,

1:21:03

thanks for that clarification.

1:21:05

Okay,

1:21:06

this stage, if I can open it up to any affected sorry, zone.

1:21:12

Yeah, sorry, go ahead.

1:21:14

Thank you Miss math, just so that I'm absolutely clear. So we're using 28 as an example. And just to try and simplify this for just for my benefit, if the so as we look at 28 on the screen, the cables, let's say a laid at the bottom part of it, if you'd like just for simplicity. And then the top bit of the of that 28 isn't then for needed. My understanding is what you said is that top part would become temporary possession, is that correct? In order for you to construct the cables on the other bit is that the point you were making, the ones you'd identified and as a sound taking, I'm making this very simplistic for Mike for my benefit. So you go on to 28, and the cables will be laid on the bottom section of that, of that with the top half then becomes the top 20 metres becomes temporary possession land is that is that the point or the whole thing will stay as your your rights for the purposes that you're constructing it.

1:22:25

The it's expected that only a 40 metre corridor of plot 28 would need to be temporarily possessed in the first instance. So I understand at the moment 28 is between 60 to 100 metres. Therefore, there will be a proportion of 28 over which the powers are not required to be

1:22:50

exercised. But I would argue that that's not set out in the in the order, is it because the powers you're seeking over the whole of 28 are new rights. There's no I've gone to go into shedule nine, I don't see any reference to 2828 in there or even part 28 of the land where temporary powers would be sought over that land. What you would be asking the Secretary of State to do is Grant new rights over that whole plot. There isn't any carve out for part of it to be temporary possession is there.

1:23:28

The Michel moss for the applicant the new rights and extend the authorization for the new rights extend over the do with the parcel. The new rights themselves include construction rights, and should should those rights be required which is consistent with with the rights she would seek in an easement. The applicant is however, seeking to use the powers in the temporary possession article where it can do so in order to minimise its need to seek need to impose permanent rights over the entire cable.

1:24:12

I understand that Mr. Moss but what I'm trying to get out I'm trying to be absolutely clear is there's no there's nothing in the order. That that's your that's the applicants good nature, then essentially you're you're the applicant is saying well, yes, I'm seeking rights over the whole of that corridor with but we would only looked at 40 metres of it. The rest of it would be temporary possession. That is your goodwill if yours isn't it? That's not a an actual there's no article requiring you to do that is there.

1:24:47

Am I right in that? So that's correct. There's there isn't a there isn't a constraint in how those powers could be exercised. There may be some circumstances, for example, where the applicant can go straight to its permanent powers without requiring the use of temporary possession first. So the means in which the temporary possession powers is used this is how the applicant intends them understood, you're not permitted to do so

1:25:20

quiet. And the final point I've got to make and is then we're going forward a few stages then and you've now built and constructed the cables. And you now know where they are in the 20 metre easement that you that you need. Could you explain to me where in the order it requires you to relinquish rights over the remainder of that land?

1:25:50

There were temporary possession has been taken, then the provision is then article 33.

1:26:00

But my argument, sorry to interrupt your responses, because I'm just aware of time and we've still got a lot to do. My argument here is that 28 isn't a temporary possession power 28 is a new rights power. There is no reference to 28 in the schedule nine, so therefore, the article 33 has had doesn't bite with this, with this plot, does it? In which case I'm trying to establish is, again, I'll ask again, what compels the applicant, The Undertaker to relinquish its power over the land on site plot 28 that he doesn't need. Once he's laid the cables wet, where can I find that in the order.

1:26:47

Third, if the applicant hat proceeds, otherwise known as intended, without using the temporary possession, power approach, and if it's proceed straight to new rights, because it's necessary to do so in a particular scenario, then if it then transpires that there is land over which a new rights has been acquired, that is no longer needed for the project, the applicant would be would need to have regard to the provisions in the critical downloads. The compulsory purchase guidance on critical downs, which consider and advise place guidance on acquiring authorities to relinquish rights or give rights back or give land back and offer first refusal back to acquiring authorities. The applicant constraint on how it exercises its powers comes through the wording of article 23 itself in the first instance, and that whilst powers may have been authorised over the wider corridor, it it should only it's only then authorised to acquire at that point, so much of the land that is required for necessary or incidental for the project. It has to go through that assessment stage as a as a body exercising compulsory powers to ensure that it is exercising its powers in appropriate way and in accordance with Article 23. If it has necessarily ended up with land at the end, which can be given back then there is the guidance and acquittal dials for it to have regard to thank you.

1:28:51

Okay, thank you.

1:28:52

Can I then ask if there's any effective persons or their representatives who wish to raise general matters in relation to the applicants case to CA and TP is to lipid

1:29:05

as Paul lightburn representing residents of Kings Lane just got to just general points to make related to matters just discussed. One landowner Excuse me Mr. Libin,

1:29:17

if I could just stop you there. Are you authorised to actually represent the residents

1:29:23

verbally authorised? Yes, visibly authorised. I'll make a general point. Rather than reference a particular I'm not referencing any particular person. Okay, I'm aware that landowners in our area have only just had their first meaningful meeting with representatives from cottage owners. So it's just the point that you made to encouraging landowners to engage with the applicant to get heads of agreement. It's it's a push pull thing and it's not working very effectively. Just wanted to bring that to your attention. a specific point then related to imposing powers and rights, if, if granted How will compulsorily acquired rights be communicated and documented to those both directly and indirectly affected. There are many hundreds, if not 1000s of rights, existing rights owners referencing the book of reference, will all those existing rights owners have their existing land deeds and property deeds amended to reflect the acquired rights? I think a lot of people I've spoken to are concerned about how these rights will be communicated and how it will affect their existing rights.

1:30:52

Okay,

1:30:53

thank you for that, would the applicant like to respond to that?

1:30:57

Third, Michelle moss for the applicant misalignment, the acquisition of the compulsory cause, the exercise of the compulsory acquisition powers requires notice in accordance with statutory provisions to be given to landowners and persons with insert and types of interest in land, which normally relates to lessees and tenants. And in certain cases occupiers. There isn't always the same requirement to notify and serve the actual exercise of powers upon persons who may have a right of access who or who may have a particular type of interest in land. However, when the applicant has acquired the land, it will register the rights on land registry title in in the normal way, and therefore the land registry will carry out appropriate changes should that be necessary to or notifications to persons titles to reflect the fact that there has been an easement imposed. Principally that notification will be for those who are directly affected by the by the rights being acquired.

1:32:16

Thank you, Miss Moss, I can see Miss denistone online to your comment.

1:32:27

Sorry, so yes, I do. I have two points to sorry. Alex dolostone. On behalf of David into G. Fishel, who are owners of Sweet Home Farm. Sweet Hill Farm is subject to compulsory acquisition of rights and temporary possession under the DCO. And there's 700 metres of cable that is proposed to pass through sweet Hill Farm, I had two points to make, firstly, about whether the conditions on the section 122 of the Planning Act are met. And secondly, the statements that the application has made about engagement because I do think those need to be picked up. I will leave it to you so as to whether or not

you want me to pick those up now or you would rather I do that on Tuesday, bearing in mind with the agenda. I don't think it would take me.

1:33:12

Sorry, Mr. Lewis, I'd be grateful if you could raise those again on Tuesday.

1:33:15

Streets. I will do that. Thank you, sir.

1:33:19

Okay, anyone else on item two?

1:33:23

Thank you, sir. Victoria Hudson, from the western state. So I think the majority of our points will also be dealt with on Tuesday, given your timing, but I do have a couple of points that arise out of the discussion that's just been had. So you will have seen from our written representations, one of the major concerns of the listener states that there's too much land being taken. The first point is, so you asked questions about well, how did you set the order limits? And the reality is there hadn't been sufficient investigations in order to set the order limits as narrowly as possible. Rather, a wide corridor is being taken in some cases, not even a corridor, much, much wider area, overwrites over which rights are sought because the applicant hasn't done the investigations to enable it to narrow down the corridor. But even with those order limits in place, the right sort of far broader than that which is necessary. So you were pointed to requirement 23 to F which deals with the onshore Construction Method Statement and that was the point at which I think it was said that's where the construction corridor with would be set and the figure was given a 440 metres. What F requires is confirmation that the cable corridor location and it's with through the relevant stage, etc. So the first point is one it doesn't actually require anything about the construction corridor with simply refers to the cable corridor with. The second point is it doesn't require and nor I think does anywhere else in the order require the applicant only to take the minimum land necessary for construction or reasonably necessary for construction. Or indeed, is there anything else requiring the minimum is worth of easement necessary? And of course, one might, people might say, well, you know, it will all be compensated. But here we've got an issue for, certainly for the Western State, I'm sure many other landowners are severance, and problems, which go beyond the eventual width of the corridor, which places a very significant importance on making sure that it is really is only the minimum land necessary ever, right? So over which rights are required. And so this plays into the piece on engagement, and which I will address you on further on Tuesday. But just to put down a marker that when the Western State was first approached by the applicant, they sought rights, which went well beyond even that, which is now in the DCO 1000s of acres. And I'm afraid that's symptomatic of the approach of the applicant. And that's why we say that that. I mean, we're in a quite an extraordinary situation where so little has already heads of terms have been agreed with landowners. And so that will be covered further on Tuesday. Thank you, sir. Okay,

1:36:37

thank you Miss Tyson, who like to respond.

1:36:42

So, if I may, I think that may be better to to address on Tuesday.

1:36:49

Okay, thank you. Okay, we'll

1:36:51

do it briefly for 15 minutes. 20. Past 11?

1:37:04

Is the recording running? Okay. We've got to just complete actions on agenda item two. And then we propose to go to item number six is those people who wish to speak on that today before doing three, four and five. So it's mostly for don't ask for actions for item to please.

1:37:34

So my note is an action for the applicant to provide a note letting out the process that we ran through doing agenda item two, I by deadline for

1:37:49

Okay, thank you. So if I hand over now to Mr. Allen, for Agenda Item number six Sastri Undertaker's?

1:38:12

Thank you Yes, I should be relatively brief with this item. So in first written questions DCO, one to eight, the EX I asked for an update as to the protected provisions in sheduled 10. And when we are where we are, you provided a response in respect of national position with National Grid, electricity transmission, Scottish and southern energy, Scottish gas networks, Network Rail and national highways. And in most cases, you say that you're expected I think, to agree, engaged in ongoing discussions, no anticipated obstacles. And you should agree shortly with agreed protective visions in the DCO. Shortly now you say that for all of the next set, Network Rail. I didn't know the word shortly wasn't there. So I assume that there's still some way to go in that has that position changed at all since to your to your knowledge, since the written response was given

1:39:32

the Karen mutton on behalf of the applicant. The position has moved on slightly, but not so much that you would see it in terms of a description of where we've got to be continued to be in negotiation with all of the parties. And in fact, with Network Rail, we've had very recent communication, email exchanges of the early part of this week. Issues are narrowing, and it's just coming down to those really fine details that just need to be eyes dotted T's crossed, but we don't know expect any issue. And in fact a position with Network Rail should reflect the position as reported with the other Undertaker's as well.

1:40:09

Thank you. I think before I come back to the applicant to on if matters are not agreed, I'll perhaps ask the statutory undertakers that are here if I could start with National Grid. First of all, is there anything

you want to say in respect of the position with a protected provisions? And in particular, I wanted to ask whether the states that have protected provisions is linked to your response a deadline three rep three, zero 77. In response to question DCO 1.3 and Article Five?

1:41:02

Yes, it's National Grid here. Yes,

1:41:04

yes. Yeah. Hello, Sophie Stewart on behalf of National Grid. The discussions are ongoing between our clients and as just stated, issues are narrowing significantly in terms of reaching an agreed position on protective provisions which will go to a large extent, to resolving National Grid's concerns around the compulsory acquisition. Position and the land interests that are currently included. There in apologies, I'm actually filling in for a colleague today who was unable to attend the hearing, because we only registered last minute to speak. So if I can come back to you and writing around the response to LR 103 and Article Five, what I will say that I accept we're probably going to come under onto it under limb B of this item six is that national grid, do consider that section 127 of the Act has been engaged. They do still fundamentally object to the plots in particular, I think it's 3428. That's been included, that relates to the bony substation extension works that are required to connect into the project. And National Grid remains fundamentally concerned that its land is still included for permanent acquisition. But if I can come back to you specifically, sir, on your question in relation to the response to LR 103?

1:42:57

Yes, thank you. I was under the impression that the National Grid substation land was specifically excluded from compulsory acquisition. I'd perhaps draw you to 23 Three, whereas is the power to compulsory acquire land confirmed under paragraph one does not apply to the or the land shown numbered 3429 and 3430. Those I took to be the land at the National Grid substation. I think you mentioned 3428, as well, is that

1:43:30

that's correct, sir. And that specifically still is in the order. It is the area of land where it's the to the east of the existing substation. And it's the area of land proposed to have the extension to the substation constructed on specifically for the connection for this project alongside actually a couple of other customers as well.

1:43:57

Thank you. Press. I'll just come back to the applicant on that. Is it with negotiation still going? Is it Are you looking to resolve this by removing 30 or adding 3428 to the said article in the CIA would not apply?

1:44:17

The Michel moss for the applicant? Discussions are in going for a number of different types of agreement relating to the bolney extension that the land which is that plots vertical 28, which is included in the order for acquisition is outside the fence line of the substation. It's not currently part of the substation. It's a field that's outside of it. The applicant is however, engaging with national grid over the

appropriate agreement to secure the extension And one form of agreement that may be used as known as an interface agreement because what the applicant requires, in addition for its cable route to come in and connect to the substation, or for two bays, where its infrastructure will be located. And Sarah elements of works, which also might be taken forward by national grid, so there are active discussions regarding that interface. And also the deed of easement which the applicant will require for it. cable connection coming through the land positive discussions, I go to date the applicant, is I hopeful of reaching agreement as to what form that will then take in terms of the powers in the order, it's too, it's too soon to thank.

1:45:50

Mr. Just so that I'm absolutely clear. Is on we're gonna come on to be in just a second once I've heard from national highways, but are you saying that be of the agenda is engaged because of the inclusion of plot threads for 28? Is that have I got the issue down to

1:46:11

that? So it's engaged because of that plot. But also, there are still rights to be acquired over operational land of National Grid within the substation. And it should also be noted that although 3428 is currently outside of the fence line, that's quite correct. of the existing substation, it is obviously still land owned by national grid that has always been earmarked for future proofing expansion of the grid, and as such will become operational land. Whether this project goes ahead or not.

1:46:50

Thank you. Can I invite Mr. Brown, is there anything you want to say from national highways perspective in respect of protective provisions?

1:46:59

My apologies, sir, I'm not sure where my colleague has gone.

1:47:05

And it'd be was it be fair to assume she obviously wasn't expecting Item six to be yelled now perhaps.

1:47:11

Could you possibly come back to us that no, I'll

1:47:13

try and find what's happened to Okay. No problem. Okay, perhaps I could ask Miss Moss, if you want to move on to be you've heard what National Grid have had to say, in whether sections one through seven has been triggered. Perhaps you could provide some commentary on that place.

1:47:36

Thermische, almost for the applicant, and the applicant does accept that section 1276 is triggered, National Grid owned land over which new rights are proposed to be acquired, and national grid has made a representation which has not yet been withdrawn. The applicant considers that the suite of

agreements and protective provisions which it's working towards will provide the necessary satisfaction of the test and ensure that there's no serious detriment to National Grid's undertaking.

1:48:21

Thank you.

1:48:24

Now, I want to just touch on see practice while we're waiting for Miss Marshall is that we get to a position not unfamiliar to me, that we get to the close of the examination and agreement has not been reached with the parties. And this is more about how the relevant tests pursuant to sections one through 7138 could be met. And particularly whether the statutory parties would be able to actually undertake sorry, would be able to produce their own versions of the protected provisions with the changes they seek because obviously at that point, the examining authority is going to have to put both to the Secretary of State and recommend which which ones to include or exclude, to discount. So yes, so if we have no agreement at the end, how are the relevant tests met?

1:49:27

them shall muscle the applicant with regards to Section 127. The applicant will submit that the nature of the rights that it is seeking and the nature of the works, which is the seeking will not cause serious detriment to the undertakings if we take the example first of Network Rail, the applicant is seeking to go HDD under the network rail infrastructure And therefore the apparatus the operation of the railway will be will be unaffected. The protective provisions will provide the requirements for the applicant to comply with the necessary safety conditions and technical standards that network around necessarily require. And there's also discussions ongoing for very dapper for a basic basic Asset Protection Agreement. With regards to National Grid, and certainly in relation to its existing assets, which may be crossed by the applicant's rights gain, those assets will be fully protected through the applicant form of protective provisions. The other party within with whom section 127 is engaged is the rampion ofto, who operate the rampion one wind farm, they own land near to the bolney substation. And the applicant is in advanced discussions with them regarding land agreement and their protective measures that they wish to include within that separate document. But again, the applicants fully confident that their apparatus can be crossed in a in a way which will not prevent the operation of that undertaking. The final party for whom section 127 is engaged and national highways are now on now in the room, the applicant acknowledges that section 127 subsection six is engaged in relation to national highways land the applicant seeks effectively new rights comprising an easement principally in relation to the highway land easement will provide for the HDD trenchless crossing, under the the operational land of national highways. The protective provisions which the applicant is seeking will provide the requirements to comply with national highways, technical requirements, and therefore the the national highways undertaking will be will be protected. There. If we get to a position where the parties have not agreed to protective provisions. It's certainly the applicants intention that it will produce its former protected provisions will make it very clear which of those are not agreed by the relevant statutory Undertaker and explain the applicant's position as to why it's all more protected permissions should be preferred.

1:53:00

And when do you hope to send that in?

1:53:06

The my expectation is that this could be at a relatively late deadline, in terms of the final position because of the way these negotiations often often go. If the issues crystallise much earlier than that, then the end it's clear that agreement won't be reached on a particular provision, then the applicant more obviously be able to set out its position more fully at an earlier deadline. I suspect that this this will be an iterative process. And there may be some points that could go down to the why.

1:53:42

I mean, it seems to me that deadline five, which would have to be the latest deadline, because obviously should should there be no agreement? I mean, it will give you deadlines, six to update that position. But should you get to a point where yes, there was no agreement, let's say between yourselves and National Grid. National Grid would probably want to provide commentary on what you've put in. So I would suspect deadline five please. It would be the latest I would I would have to see that. So you've got really till the ninth of July. With with with with a bit of lack of hopefully agreeing those provisions. So that isn't necessary, or a note to that effect if you want to and then the final ones to come in at deadline six if you're all agreed, but I think if there's no agreement deadline five the outside does request that we get the essentially a spot the difference type protected provisions of were like picking on national grid that they would want this paragraph ended and you disagree with that or they want that paragraph taken out and you don't agree with that either. So we have something that the essay has to then obviously recommend to the Secretary State Thank you very much. Miss Marshall, I do apologise we move the agenda around just because Item six is probably more important to deal with than three, four and five today, given the time you were not aware of that when we walked back in the room. So do do accept my apologies for catches you, catching you out so to speak. I asked when you're out the room for just a summary of the applicants position as set out in their response to question one to eight DCO, one through eight, where they said that in respect of national highways, things were going well, but not quite agreed yet. But that that a DCO. particular provision should be completed shortly. Here's your opportunity now to tell me your thoughts on that.

1:55:51

Thank you, sir. And I apologise for appearing to disappear. The Checkout show took a little longer than I had allowed, so I apologise or say, Thank you, sir. I'm afraid the position between national highways in the applicant on the protective provisions is not quite we're almost there. We we've received comments on the on our standard protective provisions. They have taken out so much to almost render the provisions, provisions meaningless, and they sought to simplify them they say, Well, there's only a limited interaction interface with the SRN strategic road network. There's just a creation of an access. But this involves four pipes under the entire width of the SRN there will be an impact. The SRN isn't just a piece of surfacing over the earth. You know, there are other telemetry there's drainage. So there's a which the panel will be aware of national highways this willing, and I have explained this to the applicant this morning to enter into a signed agreement for project specific protective provisions which we have done on on other DCA OHS. Yes, so I was going to give some examples. And I don't know if the if you would find this helpful. So I was going I had some examples of of what the applicant had removed. So they'd remove the section referring to the defects period. They refute remove the section referring to bonds and cashews and cachorro T's they these are significant. So

1:57:51

it's Marshawn. It might be more helpful. I don't think you've put your model protective provisions into the examination is Yeah, have you know,

1:57:59

I've Well, I was just coming to innocence. My conclusion, I would say national highways is is very willing, if it would assist the examining authority to put in we can either put in our standard protected provisions, or I can do track changes on the protective provisions submitted for deadline three. So you can see you can see that the examining authority can see the difference. I can also provide that I was also provide a explanatory memorandum to provide justification for the necessity of the standard protective provisions. And then we will continue to engage urgently with the with the applicants. We're trying to arrange a meeting in May to deal with a side agreement and I call project Pacific protective provisions. I think I'd already raised the issue are concerned about even consent and national highways because it's a huge safety issue. We have to have deemed refusal but I think you're aware of that. And I would also refer the examining authority to the sharing DCO sharing them and Duchene extension. So that was wind turbines. And the process. We had our standard protective provisions on the face of the DCO and then we entered into a side agreement with the applicant in that DCO so the sharing DCO was made despite the sheer 20th of April 2020 for the Sheringham and Dudgeon extension project DCO. The applicant has referred to some a very, very old DCO but of course we do we've had to update our protective provisions because policies and legislate legislation changes if that assists, Sir

1:59:52

Yes, I mean you said can you you're prepared to send either your standard protect divisions or attract try and get out Can I go for both?

2:00:00

There? Yes, that is fine.

2:00:04

What your standard is and and attract change? Yes. And, and and then almost summarised clearly as well, as specifically, were the changes you want to the articles or in terms of the you say the deemed refusal. Thank you out like that, again,

2:00:21

we can provide that third deadline deadline, set deadline for deadline for

2:00:26

yes. What I what I also said to the applicant, I think I don't know whether you were in the room or not that it's going to come a point where if I, I'm going to have to need a what I called a spot the difference by the close, because if there is no agreement between yourselves, and I hope that there is and I certainly push for that. But if there is no agreement, then then the examining authority is going to need a two versions and have to decide whether the the changes that you see are are necessary or not. And

recommend those. So. Yeah. So if you could put those in and the changes before the deadline for I think that would assist the process are enormously.

2:01:14

Thank you, sir. Yes, sir Marshall for national highways? Yes, we are prepared to submit those as the deadline for Thank you.

2:01:22

Just going back to your responses and anything in response, or anything you want to say, finally, on this item.

2:01:31

The one brief point in relation to the engagement with national highways. There's there's been some recent very recent exchanges, including a response yesterday on technical details, which necessarily then needs to be considered by the applicant in terms of responding on matters such as protective provisions and then planting the land. Right. So there is engagement, but we've not got the full position digested fully is it to be able to respond to the detail.

2:02:00

Thank you. I would just once again, just you won't read reminding we're over three months now. And so this examination, they may or may not be the hearings again. So there is time is running out. So I would just say if you could please put your efforts in to agreeing those positions with statutory undertakers. I think that would be greatly appreciated, certainly by this examining authority, but certainly by the Secretary of State, and you won't have to pursue the matter during the decision process process. So with that, I'll leave it there. Thank you very much. Thank you.

2:02:40

So going back now to Item three, which is funding with the applicant, please briefly summarise advisor any updates to the funding statement when you submitted

2:02:53

their Michelle loss for the applicant? Within the funding statement, there are there is a table and an explanation of the various parties who are investors and form part of the ramping extension development. A number of those parties have now got updated annual reports or accounts. Since the funding statement was submitted, the applicant will provide an updated funding statement at the deadline for that reports on the updated financial position and their their respective accounts.

2:03:33

Okay, so that's an action then a deadline for

2:03:43

Okay, moving on, then, can you just outline how the funding is to be secured? And the resource implications of both acquiring the land and implementing the project which the land is required?

2:03:55

In this respect, I'd like to ask the applicants financial project manager to take that response. I believe she's she's online.

2:04:04

Thank you. I

2:04:05

hope you can hear me Yeah. Mandy drone off representing the applicant. Yes, so rampion extension development Limited is a special purpose vehicle so therefore we don't have any substantial assets that we hold ourselves. In order to fund these compulsory acquisitions, we will be drawing down from funds from our shareholders. In order to secure these funds. We go through a gate approval process where at certain key milestones or gates as they're called, the project goes through a review process with the shareholders which includes a look ahead on of the expenditure that we are proposing that needs to be funded. And then when that is approved, then then the funds are released for for the company to use the old submit sort of milestone is the financial investment decision milestone, whereby the company red Grampian extinction development limited will be given the final unconditional decision to invest in the construction of the wind farm and the associated infrastructure related to that, such as the land that is subject to this compulsory acquisition if the DCO is awarded, and this sort of funding structures very standard in the offshore wind farm sector, it was the same model that was used in the prior rampion. One project which included shareholders which are very much similar to NPM to the project.

2:05:50

Okay, so I think you covered Part C of this item as well, in that response. So thank you for that. Any comments in the room or online, on what you've just heard? No, I can't see anything and there's no actions. So I'll move on to Item four, special category land where the applicant please explain the application of section 131 and section one v two of the Planning Act 2008. For the draft, TCO, particularly in relation to Section 1314 and section 1323.

2:06:33

Firms shall must for the applicant, section 131 of the Planning Act is not engaged by the by the order because the order does not seek the compulsory acquisition of land forming part of a common open space or a allotment. However, section 132 of the Planning Act is engaged because the applicant does seek the compulsory acquisition of new rights and imposition of restrictive covenants over special category land. There are the applicant has is seeking rights over all of the categories especial category land, we have open space, there are common land, there's common land, and we also have a allotment with regards to the test and which the applicant is relying for in order to keep the authorization. The applicant relies upon the exemption in Section 132 subsections three, which is that the order land when burdened with the order REITs will be no less advantageous than it was before to the persons in whom those special category REITs are vested. Turning to the particular areas and special category land and I'll go through them briefly having regard to the the area in relation to the common land. There's there's an area known as buying green common, where it's understood that the commonest rights are rights to graze cattle and horses over the land that funded Commons register. The applicant seeking

compulsory acquisition powers over this land, forming part of plots 2710 2724 27 25/27 26 The applicant seeks construction and operational access rights over that land the land itself whilst there are common rights, but to be formed as part of an existing private access road and adjacent verges therefore, to the extent that the commoners do use those rights of common at the moment, there will be no difference when the applicants construction and operational access rights are imposed should they be authorised, because it will not impede the use of those common rights currently erode it will remain erode the applicants purposes are to use it for purposes consistent with that. So the applicants admit that land will be when burdened with the rights or the use of it will be no less advantageous. Turning to the open space within the order land. There are two parcels of formerly registered open space one of which comprises the allotment and one of which comprises the adjacent Washington recreation grounds. These are plots 22 eight and 22 Nine if the order both of which are owned By Washington parish council, and together those parcels are also registered as a town and village green. The applicant requires the cable rights and cable restrictive covenant over this land for the purposes of work nine, the onshore connection works. However, the applicant has committed to a trenchless crossing underneath this land and therefore the above ground use of the land for recreational purposes can continue both during construction and during the operation DeLand will not be fenced during construction the public use can continue and the commitment the applicants commitment to use a trenchless crossing technique under that land is secured in the in the crossing setup. Therefore, the applicant considers that the recreation ground and the allotments when burdened by the rights that seeking the use of it will be no less advantageous. Adjacent to that land is an area of assumed public open space. It's not read formally registered as search. But plot 22 Seven is known locally as jockeys meadow. It's owned by the National Trust who permit its use for recreational purposes. I understand it is it is a meadow it's the public are in title to walk out dogs use use that area so the applicants take treating it as open space. Again, it's the applicant is going under this land using the same HDD crossing that it's committed to for the adjacent parcels at the recreation ground. So the applicant submits that take the test in Section 1323 are met in relation to that land. Further area of assumed open space is clumping beach at the landfall area. This land is not registered formally, but its nature is a beach. It's used by the public when it's accessible from areas that have the perfectly special category lands are not accessible at high tides. Some of the land is also privately owned, but there's no differentiation in practice on foot between that part of the beach that you can access which is privately owned, and that which isn't. The applicant is seeking rights there in connection with works number five, six and seven. All of the works, again are underground involve underground cable connections, with no above ground disruption to the public's use of the beach during construction. There won't be any physical works on the surface of the land during operation. So the applicants admits that the test and section 1233 are are met. Those are the areas that have special category lands that fall within section 132. Third, we obviously do so which is not part of the agenda item but there obviously is National Trust owned inalienable land. I don't know if you would like me to touch on that as well. Briefly,

2:13:27
please.

2:13:28

Thank you. National Trust own the jockeys, meadow areas that we've just referred to that held as inalienable land. So for the purposes of section 130 of the Planning Act, if the National Trust

representation has not been withdrawn before the end of the examination, the order would be subject to a special parliamentary procedure. They also own land, which is proposed to be subject to temporary possession powers only. That does not of itself engage section 131 30 and albeit the land is held inalienable, inalienable. And finally they own they have the benefit as what's referred to as a section eight National Trust Act 1937 covenant in this case known as the Norman B covenant covenant, which affects land towards the beach and also bind affect land I think which is owned by by Mr. Bed. That's not inalienable land for the purposes of section 130. However, the applicant is very, very close to signing an agreement with National Trust, which will address all of those aspects of the National Trust interest, though a deed of relief of the equivalent document and relay into the Norman B covenant, an option for deed of easement for jockeys meadow, and a tripartite agreement for lease for the construction access of the the land which they temporary powers over, which is currently linked to the lorica trust. And for which I gather, there is now consent with that with that tenant, though, the applicant is confident that that agreement, those agreements will be in place soon, which will enable National Trust to withdraw its representation so

2:15:34

you think those will be in place? Well, before the end of the examination? Yes, there.

2:15:38

Okay.

2:15:39

Thank you. Are there any comments? What you've just heard? Nothing in the room. Can't see anything online. So I think we'll move on to Item five, Crown land and interests.

2:15:58

The Sorry, sorry.

2:16:03

Please provide an update I discussions on contact with the Crown Estate. Thank

2:16:07

you, sir. Michelle moss for the applicant. There are two aspects of Crown land owned by the Crown Estate. The first relates to land which can be seen on the offshore Crown land plan, which is a PP zero 10 And that covers the land owned by the Crown Estate below. mean low water mark. There are three agreements. But that's only the two agreements beliefs have already been concluded with the Crown Crown Estate as reported in relation to LR 123. At the examination in response to the examining authorities first written questions, that's rep 3051. So the applicant has the necessary greement there. An additional agreement for leases required for the transmission asset for which the applicant and the Crown Estate commissioners are making good progress in negotiating those terms. draft documents are well progressed and nearly in an agreed form. And the applicant is confident that the agreement will be concluded before the end of the examining authority. And we will provide an update as soon as we're able to to confirm that it's been settled. The second aspect of the Crown Estate land can be seen on the onshore Crown land plan, which is p p d 008. In relation to the foreshore and intertidal area.

There are ongoing discussions in relation to this land. The intention is for those negotiations to be wrapped up and brought into the discussions for the agreement for lease for the transmission assets given the proximity of what's being sought. So again, it remains the applicants view that this this will be resolved and completed before the end of the examination. Those the Crown Estate obviously owning land it does engage section 1351. Certainly at the foreshore there are other third party interests in that Crown land including a lease to our district council. The discussions with the current state and their solicitor regarding the necessary section 135 consents are also underway and linked with the the property documents that transmission agreement police documents, so the applicants confident these will be secured before the end of the examination.

2:18:53

Okay, thank you for that

2:18:55

update.

2:18:55

Are there any comments? See anyone in the room? No one online

2:19:08

okay. So before moving on to any other business? Have we missed any actions from previous items?
So,

2:19:21

if I may, just briefly on Crown wealth, the agenda item refers to the Crown Estate commissioners, there are another or another crown interest affected by the order for which section 135 consent has been pursued. And if I may just give a brief update. Yes, in relation to those because the the position is an evolving one, which will we will need to keep under review. Firstly, there none of these engaged section 1351 because they aren't entities that own land for which we're seeking compulsory acquisition of other interests. These are all entities who have the benefit of restrictions on title for example, or or access rights. Therefore, we're in the position of section 1352. Where consent is needed before the applicant does anything on the land within which those interests have set. The Crown land plans refer to the official solicitor and the public trustee. They have confirmed that is not a crown interest. So the applicant will update the book of reference accordingly. At present there's no requirement to alter the Crown land plans because the same parcels currently have another crown interest though they're still they're still affected by Crown land. There are interest believed to be in favour of the Forestry Commission. The Forestry Commission is not at present clear whether these are historic and whether the restrictions on the land are actually still enforced. They may relate to old dedication schemes they are actively investigating if that's Crown land and and if they are with the applicant is pursuing the necessary consent. There's also some restrictions noted on the title as being for the benefit benefit of Defra. Defra have very recently confirmed that whilst they're the entity on the title, they don't these restrictions do not belong to them. They considered some of them may belong to the Forestry Commission, which takes us back to those discussions or some of them may be related to depart from for transport because there's a there's a restriction that affects the road up nearly Oh condemned

substation. So that is a moving picture at present, we do not know if there is a crown body that actually holds those interests. And if though, who that might be, but we're making active investigations, but we cannot properly update any of the Crown land documents or book of reference until we've we've got some further clarity from the department.

2:22:28

Okay, if you can keep us informed investigations on that. Okay. Yes, if we can just review actions from previous items.

2:22:38

If there are any,

2:22:40

that the the only one I have noted is for the applicant to provide the updated funding statement by deadline for Oh there are other actions which have been provided. So, that we we have the earlier action regarding the note regarding item to to AI in relation to the protective provision. The applicant is to provide Track Changes versions of the protector permissions for deadline five and date as of Saturday Undertaker's to do the same national highway to submit it standard form of protective provisions and Track Changes version and explanatory note by deadline for and that's the end of our only.

2:23:32

Okay, that's great, thank you. Okay, moving on then to item seven. Any other business? Has anyone got any other business to raise? Now, I don't see any online. Okay, so that concludes matters for today. recording of this hearing will be replaced on the inspectorates website as soon as practicable after this meeting.

2:23:59

Thank you all

2:24:00

very much for attending. I hope you found it useful. We'll resume this hearing on Tuesday the 21st of may and 930 at the Leonardo Royal Hotel, Brighton waterfront kings row bridon bn one two Gs, in which we will commence on Item eight of the agenda. The time is now 1207. And this compulsory acquisition hearing is now adjourned. Thank you