

# Outer Dowsing Offshore Wind

The Applicant's Written Summary of oral case put at the Compulsory Acquisition Hearing, 3rd Dec

Deadline 3

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## Acronyms & Definitions

### Abbreviations / Acronyms

Abbreviation / Acronym	Description
DCO	Development Consent Order
ECC	Export Cable Corridor
EIA	Environmental Impact Assessment
ES	Environmental Statement
HND	Holistic Design Network
NGSS	National Grid Substation
oCoCP	Code of Construction Practice
OnSS	Onshore Substation
OTNR	Offshore Transmission Network Review
SMP	Soil Management Plan

### Terminology

Term	Definition
The Applicant	GT R4 Ltd. The Applicant making the application for a DCO. The Applicant is GT R4 Limited (a joint venture between Corio Generation (and its affiliates), Total Energies and Gulf Energy Development (GULF)), trading as Outer Dowsing Offshore Wind. The Project is being developed by Corio Generation, TotalEnergies and GULF.
Cumulative impact	Impacts that result from changes caused by other past, present or reasonably foreseeable actions together with the Project.
Development Consent Order (DCO)	An order made under the Planning Act 2008 granting development consent for a Nationally Significant Infrastructure Project (NSIP).
Effect	Term used to express the consequence of an impact. The significance of an effect is determined by correlating the magnitude of the impact with the sensitivity of the receptor, in accordance with defined significance criteria.
Environmental Impact Assessment (EIA)	A statutory process by which certain planned projects must be assessed before a formal decision to proceed can be made. It involves the collection and consideration of environmental information, which fulfils the assessment requirements of the EIA Regulations, including the publication of an Environmental Statement (ES).
Environmental Statement (ES)	The suite of documents that detail the processes and results of the EIA.
Export cables	High voltage cables which transmit power from the Offshore Substations (OSS) to the Onshore Substation (OnSS) via an Offshore Reactive Compensation Platform (ORCP) if required, which may include one or more auxiliary cables (normally fibre optic cables).

Term		Definition
High Alternating Current (HVAC)	Voltage Current	High voltage alternating current is the bulk transmission of electricity by alternating current (AC), whereby the flow of electric charge periodically reverses direction.
Impact		An impact to the receiving environment is defined as any change to its baseline condition, either adverse or beneficial.
Landfall		The location at the land-sea interface where the offshore export cables and fibre optic cables will come ashore.
Link boxes		Underground metal chamber placed within a plastic and/or concrete pit where the metal sheaths between adjacent export cable sections are connected and earthed.
Mitigation		Mitigation measures are commitments made by the Project to reduce and/or eliminate the potential for significant effects to arise as a result of the Project. Mitigation measures can be embedded (part of the project design) or secondarily added to reduce impacts in the case of potentially significant effects.
National Grid Onshore Substation (NGSS)		The National Grid substation and associated enabling works to be developed by the National Grid Electricity Transmission (NGET) into which the Project's 400kV Cables would connect.
Onshore Export Cable Corridor (ECC)		The Onshore Export Cable Corridor (Onshore ECC) is the area within which, the export cables running from the landfall to the onshore substation will be situated.
Onshore substation (OnSS)		The Project's onshore HVAC substation, containing electrical equipment, control buildings, lightning protection masts, communications masts, access, fencing and other associated equipment, structures or buildings; to enable connection to the National Grid
Outer Offshore (ODOW)	Dowsing Wind	The Project.
Order Limits		The area subject to the application for development consent, The limits shown on the works plans within which the Project may be carried out.
The Planning Inspectorate		The agency responsible for operating the planning process for Nationally Significant Infrastructure Projects (NSIPs).
Pre-construction and post-construction		The phases of the Project before and after construction takes place.
The Project		Outer Dowsing Offshore Wind, an offshore wind generating station together with associated onshore and offshore infrastructure.
Project envelope	design	A description of the range of possible elements that make up the Project's design options under consideration, as set out in detail in the project description. This envelope is used to define the Project for Environmental

Term	Definition
	Impact Assessment (EIA) purposes when the exact engineering parameters are not yet known. This is also often referred to as the “Rochdale Envelope” approach.

## 1 Introduction

1. This document is provided in line with the Examining Authority's (ExA's) Rule 8 letter [PD-011] request for submission of *"written summaries of oral case put at any of the hearings during the w/c 2 December 2024"*.
2. Compulsory Acquisition Hearing 1 (CAH1) for the Outer Dowsing Offshore Wind Farm took place on 3 December 2024 at 2pm and was held virtually, with attendees attending via Microsoft Teams.
3. The CAH1 broadly followed the agenda published by the Examining Authority (the ExA) on 26 November (the Agenda).
4. The ExA, the Applicant, and TH Clements and Sons discussed the Agenda items which broadly covered the areas outlined below:
  - Section 122 and 123 of the Planning Act 2008;
  - Section 135 of the PA2008 – Crown land;
  - Sections 131 and 132 of the PA2008;
  - Temporary Possession or Compulsory Acquisition; and
  - Funding.
5. Summaries of oral submissions of parties other than the Applicant are provided only to the extent necessary to give the Applicant's submissions context.

## **2 Written Summary of Oral Case Put at the Compulsory Acquisition Hearing 1**



**Table 0.11: Written Summary of the Applicant’s Oral Case at CAH1**

Agenda Item	ExA Question/Other Parties’ Submission	Applicant’s Response
<b>3.1 Welcome and Introductions</b>		
3.1	<p>The Examining Authority (“ExA”) opened the hearing, introduced themselves and invited those parties present to introduce themselves.</p>	<p>The following parties were introduced on behalf of the Applicant:</p> <ul style="list-style-type: none"> <li>▪ Mr Hugh Flanagan – Counsel for the Applicant instructed by Shepherd and Wedderburn</li> <li>▪ Mr David Wright – Land Manager at Outer Dowsing Offshore Wind</li> <li>▪ Pippa Wright – Associate Director at Dalcour Maclaren</li> <li>▪ Stephen Hubner – Consultant at Shepherd and Wedderburn</li> <li>▪ Jake Laws – HRA and Derogation Manager at Outer Dowsing Offshore Wind (attending virtually)</li> <li>▪ Miss Beth Travis – Consents Delivery Lead at Outer Dowsing Offshore Wind</li> </ul>
3.1	<p>Other parties present at the CAH1, including: TH Clements and Son:</p> <ul style="list-style-type: none"> <li>• Mark Westmoreland-Smith – Counsel for TH Clements</li> <li>• Fiona Barker – Solicitor and Principal Associate at Mills &amp; Reeves</li> <li>• Daniel Jobe – Partner at Brown and Co.</li> <li>• Sam Jeffery – Finance Director at TH Clements</li> </ul>	

Agenda Item	ExA Question/Other Parties' Submission	Applicant's Response
	<p>TH Clements confirmed that they have interests in and farm in a considerable number of plots affected, these are provided in document REP2-096.</p>	
<p><b>3.2 1. Section 122 and 123 of the Planning Act 2008 (PA2008)</b></p>		
<p>3.2.1(a)</p>	<p>The ExA asked the Applicant to set out case for compulsory acquisition (“CA”) and temporary possession (“TP”) and whether the case meets the tests of the Planning Act 2008 (“PA2008”).</p>	<p>Mr Flanagan on behalf of the Applicant set out the outline of the strategic case for CA and TP:</p> <ol style="list-style-type: none"> <li>a. The justification for why the land is required pursuant to s122 of the PA2008 is set out in the Statement of Reasons (“SoR”) [REP2-021], particularly Appendix 2 of that document, which explains why all parcels of land and all rights are required, by reference to the Work Numbers in the DCO.</li> <li>b. Reasonable alternatives have been considered and are being pursued through negotiations.</li> <li>c. Consideration of alternatives has principally comprised 5 elements: (i) optioneering of the project as a whole, particularly the cable route and location of substation, as set out in ES Chapter 4 Site Selection and Consideration of Alternatives [APP-059]; (ii) specific adjustments made due to consultation and engagement, notably the change to stay north of the A52 on the cable route and various other adjustments which the Applicant has set out in ExQ1 responses [REP2-051] CA 1.10 and CA 1.11; (iii) the Applicant taking rights rather than freehold acquisition where possible with Schedule 7 of the dDCO explaining where that is the case; (iv) taking only temporary</li> </ol>

Agenda Item	ExA Question/Other Parties' Submission	Applicant's Response
		<p>possession where that is appropriate; and (v) negotiating to acquire by agreement rather than CA.</p> <p>d. There is a compelling case in the public interest for the project, which is set out in the SoR [REP2-021]. The need case forms the principal element of the compelling case, and it is supported in particular in the National Policy Statements EN-1 and 3, which recognise an urgent need for new large scale renewable energy projects. The development proposed is categorised by national policy in EN-1 and EN-3 as a critical national priority.</p> <p>e. The need and benefits of contributing to energy security and safe, affordable and reliable energy, further contribute to the compelling case.</p> <p>f. On the other side of the balance, including having regard to private loss, the Applicant considers that three points are of particular importance to keep in mind: (i) no residential property is being acquired, (ii) although agricultural land is being acquired, no farms or other businesses are being displaced or extinguished, and (iii) the vast majority of areas of acquisition relates to cable routing, which is only temporary during construction and is capable of mitigation and compensation.</p> <p>Overall, the public benefits clearly outweigh the impacts including any private loss, and a compelling case in the public interest exists.</p>

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3.2.1(a)	<p>The ExA requested further details on Work no. 17, noting that the ExA is mindful of the Applicant's response for ExQ1 CA 1.29 [REP2-051]. It asked that the Applicant to explore this in more detail and provide details about the Applicant's position that the connection area does meet the test in the PA2008 s122 part (2)(a) and (2)(b).</p>	<p>Mr Flanagan on behalf of the Applicant confirmed that the connection area is required for the development and meets the statutory tests, in particular in s.122(2)(a) of the Planning Act 2008 which provides that "the land – (a) is required for the development to which the development consent relates". The connection area will be crossed by the 400kV cables, which will then connect into the new National Grid substation (NGSS). Those cables (and related development) are development for which consent is sought under the DCO in Work No.17. The land comprising the connection area is therefore "required" for this development within the meaning of s.122(2)(a). At present, the precise location of the NGSS is not known, which means that rights over the whole connection area are "required". Once the precise location of the NGSS is known at a future date, then it will be possible to identify a more precise route for the cable, but at present that is not possible and hence rights over the whole connection area are required.</p> <p>This approach has support in policy. National policy adopted by Parliament recognises that the exact location of substations at this stage may not be known and that projects will need to move forward in the meantime. NPS EN-3 states: <i>"Flexibility in the project details"</i></p> <p>2.8.74 Owing to the complex nature of offshore wind farm development, many of the details of a proposed scheme may be unknown to the applicant at the time of the application to</p>

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		<p>the Secretary of State. Such aspects may include: ... • the exact locations of offshore and/or onshore substations;”</p> <p>The connection area has been defined in coordination with National Grid and represents the latest understanding of the likely location of the NGSS, noting the T-junction of the overhead lines in this area. This is consistent with the area indicated in National Grid’s public consultation for the Grimsby to Walpole scheme (held from 18 January 2024 to 13 March 2024) for its proposals for a new substation at Weston Marsh. The Applicant has discussed matters with National Grid and National Grid are content with what the Applicant has proposed by way of the connection area.</p> <p>Mr Flanagan further explained that:</p> <ol style="list-style-type: none"> <li>a. It is not reasonably possible to define the area more precisely at present. Further, drawing the area more restrictively could prejudice the scheme and its timeline for delivery, given the possibility of not ending up with required rights in the area where the NGSS is sited.</li> <li>b. In the Applicant’s responses to ExQ1s, Appendix 1.6 sets out indicative NGSS locations and associated 400kV cable corridors to these indicative locations. The final plan in this clip shows merged NGSS locations and cable corridors, which illustrates how powers to acquire rights over the entirety of the connection area need to be</li> </ol>

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		<p>included in the DCO, because the cable routing could cross any part of the connection area.</p> <ul style="list-style-type: none"> <li>c. The area over which rights are sought includes potential locations for the NGSS (as shown in Appendix 1.6) because it is not known where in the connection area the NGSS will be. If it is further south in the connection area, for example, then the cable corridor will cross the centre of the connection area. Further, Work No.17 item (b) includes electrical engineering works within or around the NGSS. For that reason also, rights are sought over potential locations of the NGSS.</li> <li>d. It is common for a DCO to authorise acquisition of land and rights over an area which is greater than what the project will end up needing. In cases where the DCO includes both design flexibility and CA powers (which is entirely usual), then the CA powers are likely to match the flexibility in the DCO. Any other approach would defeat the inclusion of flexibility in the DCO. It would also undermine the recognition in national policy that flexibility in the project details is likely to be required (see EN-3 para. 2.8.74 quoted above).</li> <li>e. The Applicant's response to CA1.29 provides a number of examples of consented DCOs which authorise CA over a wider area than will eventually be needed. The examples given are of DCOs authorising CA of rights to connect into an existing or consented NGSS, with</li> </ul>

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		<p>options to connect into it from different sides. The fact that inclusion of more extensive CA powers than will eventually be needed has been accepted to be appropriate even in cases where a NGSS exists means it is necessarily appropriate where no NGSS exists. The need to include CA powers to enable delivery of whichever connection option comes forward is even stronger in such a case.</p> <p>f. The drafting of Articles 20 and 22 of the dDCO only allows the undertaker to take rights in as much of the order limits as is required for the project, constraining the Applicant legally to the land which is required even if the Order Limits are wider than the final cable route may be. This is an in-built control in the dDCO which ensures that no more land or rights are taken than are required.</p>
3.2.1(a)	The ExA raised the test in section 122(2)(b) that the land is required to facilitate or is incidental to the development. It asked the Applicant what elements of the works associated with the proposed development is the connection required specifically for?	<p>Mr Flanagan on behalf of the Applicant confirmed that the rights in the connection area are required for the connection works to the NGSS, being Work No. 17, including the 400kV cable route and other items in Work No. 17, such as electrical engineering works in or around the NGSS. This is a part of what the consent is sought for, as electricity cannot be supplied to the grid without that connection.</p> <p>Section 122(2)(b) relates to land which is “required to facilitate or is incidental to that development” (i.e. the development to which the development consent relates).</p>

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		<p>Areas of the land required for Work No.17 will facilitate or are incidental to the development to which the development consent relates, for example land required for items (f) (storage areas) and (i) (vehicular access tracks, bellmouths and footpaths). But the connection area land is not just land that is needed to facilitate or is incidental to the development, within s.122(2)(b). The connection area land is required for the development itself, such that the connection area land falls within s.122(2)(a). For example, the 400kV cable route is development to which the development consent relates, and the rights sought in the connection area under the CA powers in the dDCO are required for that cable route.</p>
3.2.1(a)	<p>The ExA asked if the existence of a future substation forms part of the Applicant's reason for 'facilitation' within s.122(2)(b)?</p>	<p>Mr Flanagan on behalf of the Applicant confirmed that construction and operation of the NGSS does not form part of the application. The connection area is required purely to connect to the NGSS, including any electrical engineering works within or around the NGSS pursuant to item (b) of Work No.17. The lack of precise knowledge about where the NGSS will be means that the cable route could cover any part of that connection area. As to the application of s.122(2)(a) and 122(2)(b), please see the above answer.</p>
3.2.1(a)	<p>The ExA stated that it has some concerns about the extent of land proposed. It asked the Applicant to display the images that it submitted as part of Appendix 1.6 in its response to CA Q1 1.29.</p>	<p>The Applicant confirmed that the final image (drawing ref. 2200087_PLN_INFO_13268.1 in Appendix 1.6) shows a composite image of all the indicative cable routes and NGSS locations from the previous images. They are all indicative and not intended to be fully comprehensive, but rather to</p>



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	The ExA asked whether the proceeding slides show indicative cable routes (green) and the indicative NGSS in its entirety.	show a range of locations within the connection area, and hence how any part of the connection area could be required.
3.2.1(a)	The ExA then asked the Applicant whether areas, such as the large blue areas in the middle, were not part of the Development on the basis that they comprised the NGSS.	Mr Flanagan on behalf of the Applicant explained that it depends on where in the connection area the NGSS is. It could be further south for example, noting that the T-junction is to the east of the area. Further, although construction of the NGSS is not part of the application, Work No.17 includes electrical engineering works within and around the NGSS.
3.2.1(a)	The ExA noted that there are significant parcels of land which are for the NGSS and the cable connections are significantly smaller and that there was a significant amount of land which is questionable given it is cable rather than substation as well.	<p>Mr Flanagan noted that the Applicant recognised the extent of the connection area but given the stage of the optioneering, it would be impossible to define it more precisely at this stage. Power to acquire rights over the connection area as a whole needs to be included in the DCO in order for the Applicant to be able to deliver the project, which is in the public interest.</p> <p>Further, the Applicant has signed Heads of Terms (“HoTs”) with 7 of 9 of the Affected Parties (“APs”) in the connection area. Those HoTs contain provision for the option within the subsequent option agreement to fall away if the land is not required, once the NGSS has been granted planning consent and its precise location is confirmed.</p>
3.2.1(a)	The ExA stated that it welcomes that approach. However, the final slide shows every option and if the Applicant were to take any one of those, it raises the question of why the Applicant needs so much land. The ExA asked the Applicant if it is correct that they are seeking the amount of land due to	Mr Flanagan on behalf of the Applicant noted that the Applicant will not be taking all of this land. Powers are included in the DCO to acquire rights over the full extent of the connection area, so that the Applicant has the necessary flexibility to deliver the project in light of the current uncertainty over the precise location of the NGSS. However,

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	<p>the flexibility given the uncertainty of where NGSS substation will be.</p>	<p>once the precise location of the NGSS is known, then it should be possible to exercise those powers (in the absence of voluntary agreement) to acquire rights only over a more limited area. This is relevant to the balance.</p> <p>Further, the Applicant relies on the fact that any private loss in the area arising as a result of the project is in respect of agricultural land and is being compensated for.</p> <p>Finally, the Applicant's approach in seeking rights over the connection area and the extent of that connection area is a necessary consequence of the consenting system as a whole, whereby National Grid control the grid and connections to it, but other parties may promote generating stations. Everyone (including the Applicant) has to work within this system. A generating station may be promoted when the precise location of the connection into the grid is still emerging. At the interface between a generating station project and its grid connection, flexibility may be required to ensure that infrastructure supplying electricity from the generating station can connect into the National Grid infrastructure, and to account for the fact that the precise location of the connection is still in the process of being defined. The urgent need for new large scale renewable energy generation, as recognised in national policy, strongly supports the Applicant's approach, as waiting for a connection location to be more precisely defined would lead to unjustifiable delay,</p>

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3.2.1(a)	<p>The ExA noted that it is the case that the Applicant will acquire the land that it needs and it is financially incentivised to not take more than required. In terms of applying s122, the ExA asked how the Applicant makes the case for acquiring more than is needed then reducing that land when it is established what is needed, and how this is authorised by and supported by legislation, and where such an approach is defined or supported in legislation?</p>	<p>which is inimical to the policy imperative of meeting the urgent need.</p> <p>Mr Flanagan on behalf of the Applicant explained that the Applicant's approach is squarely within the scope of the PA2008, the guidance that supports the Act, national policy, and precedent in made DCOs, given that:</p> <ol style="list-style-type: none"> <li>a. the Applicant is not acquiring more than it needs but rather powers are being incorporated in the DCO to allow acquisition of rights in an area of land in the full recognition that only part of that land will be subject to the exercise of the powers (with the Work No.17 works only occupying part of the connection area). It is therefore a two stage process that is being used;</li> <li>b. taking more land than is needed would be outside the scope of s122, but that is not what is happening. Powers are being included, but in recognition that the powers will only be exercised (so far as is necessary, in the absence of voluntary agreement) over the area required to deliver the project. Article 20 in the dDCO provides that "The undertaker may acquire compulsorily so much of the Order land as is required for the authorised project or to facilitate, or is incidental to, it". Article 22 makes the same provision in respect of rights. As such, the exercise of the powers to acquire both land and rights in land must be required for the authorised project or to facilitate, or is incidental to, it. In this way, the proposed control to which the ExA refers, i.e. only taking land which is</li> </ol>

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		<p>required for the project, is already built into the dDCO.</p> <p>Mr Flanagan explained that, as noted above, this is not a novel approach but is standard for connection to a NGSS where the precise connection point is not yet defined. The examples in made DCOs provided in the Applicant's written answer to ExQ1 CA 1.29 show how this is a recognised and well-established approach.</p>
3.2.1(a)	<p>The ExA sought to clarify that the order limits define the works and the land, and the Order Lands include 161 hectares of a connection area. It asked if the point is that Articles 20 and 22 allow the Applicant to refine the order limits post consent?</p>	<p>Mr Flanagan on behalf of the Applicant explained that what happens post consent is that powers in the DCO would be only exercised (in the absence of voluntary agreement) over the area of land necessary to deliver the 400kV cable route and the other works in Work No.17. Therefore, the Order Limits stay the same and do not shrink. However, the powers are only exercisable in respect the area of land that is required, in light of the wording of Article 20 and 22. It is not anticipated that powers would need to be exercised over the entire area.</p>
3.2.1(a)	<p>The ExA asked that, once area is known, how it is defined, acquired and controlled?</p>	<p>Mr Flanagan explained that it is controlled legally through the defined scope of Work No.17 and of the CA powers in Articles 20 and 22. Work No.17 only extends to the work it includes – i.e. up to 2 underground cable circuits and associated cable ducts and other related development to provide a connection between the onshore substation (“OnSS”) and the NGSS. Articles 20 and 22 only authorise compulsory acquisition of land and rights that are required to deliver the project, i.e. in this case for the work defined in Work No.17. The result is the</p>

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		grant to the undertaker of power to acquire land and rights to deliver Work No.17, and it is anticipated that the 400kV cable corridor in Work No.17, once its precise route can be identified, will not cover the entirety of the connection area.
3.2.1(a)	The ExA asked how and when you strike off plots and how that process is controlled	Mr Flanagan explained that there is not a process of "striking off" plots but rather more precise routing where the Applicant is only empowered to take land that is needed, being that required for two underground cable circuits and works in Work No.17. This provides an inbuilt control, which is in addition to the commercial incentive for the Applicant of not wishing to acquire, and hence pay compensation for, more land than is necessary.
3.2.1(a)	The ExA moved on to ask if the Applicant is having ongoing dialogue with the National Grid?	Mr Flanagan on behalf of the Applicant explained that there has been significant discussion between the Applicant and National Grid to date, relating to both (1) the location of the NGSS and also (2) protection of National Grid's assets.
3.2.1(a)	The ExA stated that the NGSS will be subject to another application to come from National Grid. In the event that those plans are delayed or fail to be granted consent, how are the Applicant's plans affected?	<p>Mr Flanagan set out that the project has been designed to connect into the NGSS, the NGSS is an important part of the Applicant's plans, it is progressing and has been for some time, and there is no reason to believe that it will not come forward.</p> <p>It is in the nature of the consenting process for electricity infrastructure that there will be consents which lie outside the control of the Applicant, but provided there is evidence that any necessary connection point is coming forward in a timely matter, this does not weigh against the scheme. Mr Flanagan noted that National Grid are a statutory undertaker</p>

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		and it can be assumed that they will continue to pursue those statutory functions, including providing the NGSS in this case.
3.2.1(a)	The ExA set out that the cable and farmability issue will not be explored today but is a live issue.	
3.2.1(a)	The ExA asked in relation to ExA CA 1.13, whether the Applicant is satisfied that all landowners affected by the cable corridor are aware of the effect on their land?	Mr Flanagan confirmed that the Applicant believed all relevant land owners are aware following statutory and non-statutory consultation.
3.2.1(a)	The ExA asked about ExQ1 CA 1.19 [REP2-051] and whether the applicant is aware of any potential of blight for any affected landowners?	Mr Flanagan on behalf of the Applicant stated that the position is as set out in response to CA1.19, where it is explained that Ms Julie Ann Mason has suggested that she intends to serve a blight notice should negotiations fail. The Applicant's position is that the requirements for a blight notice would not be satisfied on the basis that the Applicant is not aware of any attempts to sell which have resulted in the landowner only being able to dispose of the land at a significantly lower price than that at which it would have been expected to sell.
3.2.1(a)	In response to a request for them to set out any views, Mark Westmoreland-Smith on behalf of TH Clements made submissions in overview relating to alternatives and cable corridor width justification.	Mr Flanagan stated that the Applicant is ready to discuss the cable corridor at a later point and that there is further information on land take in paras. RR-067.011 and RR-067.012 of the Applicant's Responses to Relevant Representations [PD1-071].
<b>3.2 1. Section 122 and 123 of the Planning Act 2008 (PA2008)</b>		
3.2.1(b)	The ExA asked the Applicant to provide a general update on negotiations and how these are progressing. What are the	Mr Flanagan on behalf of the Applicant gave a brief overview. It was explained that in terms of the land for the onshore cable route, 94% of landowners have agreed HoTs (also

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	<p>current expected deadlines for conclusion, not those have come to fruition but those that have not been concluded?</p>	<p>amounting to c.94% of the onshore cable route) and the HoTs are now in the process of being converted into Option Agreements. There are 9 outstanding landowners with whom HoTs are not yet agreed for cable route.</p> <p>In respect of the land required for the OnSS, this is in single ownership and negotiations have been going on for some time. The Applicant hopes they can be finalised fairly imminently. The OnSS access route is in two ownerships. HoTs have been issued and Mr David Wright will provide an update.</p> <p>Mr Flanagan turned to the 400kV cable route and re-stated that 7 out of 9 have agreed HoTs. He referred to St John's College, Cambridge, with whom negotiations had been going on for some time, with HoTs agreed in May 2024. The Applicant was notified on 10<sup>th</sup> September 2024 that St John's College do not want to go ahead with an Option Agreement. They have not suggested that the Applicant has failed to negotiate but they have decided not to negotiate further. That is a matter for them of course, but the Applicant will continue to seek to acquire rights in this land so far as is possible.</p> <p>Mr Wright on behalf of the Applicant then provided further detail on the status of negotiations with specific landowners. He stated that there are a small number of landowners with</p>

Agenda Item	ExA Question/Other Parties' Submission	Applicant's Response
		<p>whom negotiations for HoTs are still ongoing, which he summarised as follows:<sup>1</sup></p> <p>(i) <b>Louise Jane Brooks:</b> this landowner has refused to communicate with the Applicant. The HoTs have been issued and reissued on 20 November 24. The Applicant will continue to negotiate but does not think that agreement will be forthcoming.</p> <p>(ii) <b>TH Clements:</b> the Applicant is in on-going discussions with TH Clements, regarding both their land as an affected party and as tenant. The Applicant has been meeting regularly with TH Clements, including most recently a meeting last week progressing matters, and it is hoped that the parties can come to an agreement in the new year leading to a voluntary agreement.</p> <p>(iii) <b>Julie-Ann Mason:</b> Ms Mason is the owner of a caravan park where the Applicant is installing cables by HDD. The outstanding issue here is about value. The Applicant has suggested that dispute resolution methods could be used if no resolution can be reached and that if all else fails, the quantum of compensation would be determined by the Upper Tribunal (Land Chamber) in the usual way.</p> <p>(iv) <b>Andrew Dennis:</b> the Applicant has created an Outline Organic Land Protocol (Document 8.1.6) to be appended to the Code of Construction Practice (“CoCP”) and</p>

<sup>1</sup> The requested plot numbers for each landowner has been set out in the Appendix to this Summary.



Agenda Item	ExA Question/Other Parties' Submission	Applicant's Response
		<p>amendments to the Outline Soil Management Plan (“OSMP”), which will be submitted at Deadline 4. Once these changes are made it is anticipated that Mr Dennis will be willing to sign a voluntary agreement.</p> <p>(v) <b>The Environment Agency:</b> The EA have met with the Applicant on 7 October 2024 and though matters have taken some time to progress, the Applicant intends to enter into voluntary agreement before the end of Examination and anticipates that this will be possible.</p> <p>(vi) <b>The Crown Estate:</b>            Negotiations with The Crown Estate (“TCE”) are split between TCE departments, with negotiations with TCE Rural (covering areas of agricultural land along the cable route, and substation screening) and TCE Coastal (covering the plots under the River Haven) are making good progress. The Applicant believes that is only a number of weeks away from HoTs being signed.</p> <p>(vii) <b>George Hay and Sons:</b> the Applicant is continuing to negotiate with this affected person, but agreement may not be possible until the precise location of the NGSS and the route of the 400kV cable is known, as the Applicant has been asked not to approach the affected person until the route of this 400kV cable route is known.</p> <p>(viii) <b>St John’s College:</b> the Applicant’s position was as set out by Mr Flanagan above.</p> <p>(ix) <b>Jared Thomas Wright, William Eric Creasy, Davine Lynette Fullingham:</b> the interests of these affected persons concern some proposed substation planting and</p>

Agenda Item	ExA Question/Other Parties' Submission	Applicant's Response
		<p>screening. The Applicant has issued HoTs and made some amendments to both the land plans and the Book of Reference. The Applicant is looking to secure the land by voluntary agreement. It is hoped that the affected persons will have signed HoTs by Deadline 4.</p> <p>(x) <b>Ann Naylor, Simon Naylor and Brian Naylor:</b> the interests of these affected persons concern the OnSS access, where there are 2 sets of family ownership. They have their own planning application and are seeking to streamline this and align it with the Applicant's application so that there is only a single access point, not two access points (i.e. for the affected persons' scheme and the Applicant's project) in the same roads. The Applicant is seeking to sign HoTs now that these agreements have been reached.</p> <p>(xi) <b>John Grant Donnington:</b> this affected person's interest concerns the OnSS. The Applicant is in regular communication with the affected person and his agents. Again, by Deadline 4, is it hoped that HoTs will be signed.</p>
3.2(b)	The ExA made an Action Point to provide these plots for the aforementioned sites.	The applicant has provided these at Appendix 1 at the foot of this document.
<b><i>Hearing adjourned and returned at 15:25.</i></b>		
3.2(b)	The ExA turned to TH Clements and referred to ExQ1 CA 1.15 [REP2-051]. The ExA asked TH Clements whether it had any matters to raise on first this or any other point.	
3.2(b)	Mr Westmoreland-Smith on behalf of TH Clements confirmed that they were going to pick up on this point in ISH1 but that	

Agenda Item	ExA Question/Other Parties' Submission	Applicant's Response
	<p>the concern at present is that the project could affect ordinary agricultural activities. Mr Westmoreland-Smith stated that when land is waterlogged, machinery could be bogged down, and it prohibits excavation.</p>	
3.2(c)	<p>Mr Westmoreland-Smith on behalf of TH Clements (“THC”) set out their case more generally on CA matters. They have identified their affected plots in their Relevant Representation [RR-067] and more information in their Written Representation REP1-050 (section 3). Before turning to points on Compulsory Purchase tests, there were two points:</p> <p>(i) On negotiations, Mr Westmoreland-Smith stated that Mr Wright for the Applicant has summarised matters fairly and stated that they have had a number of recent meetings and HoTs have been proposed. Both parties would like to reach a voluntary agreement but there are still matters to be agreed. Without agreement, in respect of land which THC has a proprietary interest in, it would be a matter of compensation, but with other land where there is no proprietary interest, there might be private loss without compensation. This is relevant to two matters:</p> <p>(a) The overarching planning balance generally; and  (b) The question of private loss.</p> <p>A private agreement will resolve these issues but there is an otherwise unaccounted loss which requires to be considered.</p>	<p>Mr Flanagan on behalf of the Applicant stated that the Applicant welcomes the recognition by Mr Westmoreland-Smith that constructive negotiation is ongoing.</p> <p>On the wording of the restrictive covenants in Schedule 7 of the DCO, the Applicant stated that it will consider if any drafting amendments are required.</p> <p>On the informal nature of farming in this area and on compensation, the Applicant made the following submissions:</p> <p>(1) The Applicant understands that farming in this area is undertaken on an informal nature in places, where tenancies are not always in place.  (2) The Applicant has sought to ensure that farmers are compensated in these circumstances.  (3) The Compensation Code is Parliament’s view of what constitutes fair and appropriate compensation, but to show willingness to come to agreement, the Applicant is going above and beyond that to provide informal occupiers with a route to compensation which it has described as an Occupier’s Consent. This mechanism comprises a direct agreement with the occupier, by which the Applicant commits to paying compensation to the occupier as if they</p>

Agenda Item	ExA Question/Other Parties' Submission	Applicant's Response
	<p>(ii) On mitigation, Mr Westmoreland-Smith referred to his client's Written Representation REP1-050 section 1 where it explains the importance of its relationship with large retail customers and the impact from issues like dust and of continuity of supply. To ensure that THC can mitigate impacts, as required, would mean:</p> <p>(a) Contracting with a competitor for sourcing produce;</p> <p>(b) Contingency sourcing.</p> <p>Either option would be expensive or may require purchasing more land. Mr Westmoreland-Smith explained that an opportunity came up recently to take out a farm tenancy of about 1000 acres and because of infrequency of land of this nature they have decided to enter into that in mitigation leading to a Farm Business Tenancy of 5 years from November. The land is slightly worse, which means lower yield and more fertilisers and more distance from the base location giving rise to additional costs. Mr Westmoreland-Smith stated that the relevant point is that THC is acting properly to mitigate loss and in doing so there is incurrence of cost associated to the mitigation meaning a burden. There is no necessary right to compensation for the mitigation if no agreement is reached. THC's point is that if they had not mitigated, they would have faced an existential threat.</p> <p>On the benefits side, Mr Westmoreland-Smith stated that they are not undervaluing the importance of renewable</p>	<p>were a tenant, subject to there being no double recovery (by way of the money also going to the landowner).</p> <p>(4) That compensation covers the full range of compensation potentially required – such as in respect of crop loss, loss of rent, additional costs of farming land not taken out of production, loss of subsidies, additional costs incurred by the party in mitigation of the impact of the project so as to meet contractual crop supply obligations (including buying in crops to meet commitments), travel costs, and costs of improving soil quality. This is a significant range of matters, which is as wide if not wider than the discretionary statutory power TH Clements have referred to, being section 22 of the Agriculture (Miscellaneous Provisions) Act 1968. All known occupiers in the cable route have been consulted with so far as is necessary and the Occupier's Consent document has been drafted to cover future as well as current occupiers. This arrangement has been arrived at in liaison with occupiers, with the Occupier's Consent form having been finalised with the input of the Solicitors Action Group (SAG), which is a working group of solicitors representing the majority of landowners and occupiers affected by the project.</p> <p>Regarding the property cost estimate: this is based on the standard principles of the Compensation Code. Double recovery is not envisaged so if the landowners claim in respect of certain loss, that is where funds will be directed. If occupiers claim under an Occupier's Consent agreement, the</p>

Agenda Item	ExA Question/Other Parties' Submission	Applicant's Response
	<p>energy and the legislative and policy support behind it, and they will leave it to the ExA to decide on this point.</p> <p>In terms of land take and cable corridor width, Mr Westmoreland-Smith stated that there are two remaining queries provided in document reference PD1-010 at page 400. They are not clear as to how the areas for soil storage have been calculated. These areas take up a material part of the cable corridor and without that explanation, that land take is not justified. Secondly, there are several locations where it is proposed to use trenchless techniques, and they do not understand the necessity for soil storage alongside those lengths of cable. It might be that the soil calculation will explain that in the context of alternatives. One concern noted is that to mitigate the scheme there have been financial costs to this objector and the Applicant has made clear that there is no fund for advance compensation and not until financial close being 2026/27. The result of this is that there is an Affected Person who is properly mitigating its present existential threats to its business caused by the scheme, but doing so without compensation. Regarding private loss and human rights, paragraphs 8 and 9 of the CA guidance sets out the test, and seeks to balance public benefit with private loss at paragraph 13. As explained in Written Representation REP1-050, section 5, the way farming occurs in the Lincolnshire Fens is on a number of bases, some of which are informal, and the Applicant recognises that specifically in response to CA1.12 among other things (page 39 of REP2-051).</p>	<p>funds will go to the occupiers instead. The property cost estimates do not underestimate the compensation liability, rather it is a question of who comes forward.</p> <p>On the 1000 acres acquired by TH Clements, the Applicant recognises that that may be a sensible approach. As to TH Clements' point about timing of loss and the fact that compensation would not be payable until after the DCO is made, this is a function of the fact that the entitlement for compensation does not arise until the point of compulsory acquisition because until then no powers have been exercised. There are statutory provisions regarding advance payment, in particular in s52 of the Land Compensation Act 1972, but these only apply at the post-determination stage. Given that no DCO has even been made yet, it is of course not surprising that the Applicant is not yet liable to pay compensation.</p> <p>On the soil storage calculations, the Applicant stated that it will come back on this point in writing.</p> <p>Mr Flanagan also noted section 87 of the Planning Act 2008, which provides that ExA may disregard representations that relate to compensation for compulsory acquisition of land or rights. This is not to say that private loss is ignored, but that statutory provision makes clear that matters of the quantum of compensation are not for this forum.</p>

Agenda Item	ExA Question/Other Parties' Submission	Applicant's Response
	<p>Mr Westmoreland-Smith stated that THC wishes to draw attention to the property cost estimate in APP-030, which is based on the ordinary cost of property but does not account for the cost of informal agreement. This means that the full extent of loss based on non-proprietary agreements is not taken into account. Where there is interference without compensation, this is a material factor for consideration.</p> <p>Mr Westmoreland-Smith stated that THC is here today because there is no agreement, but they are working hard behind the scenes to come to that agreement.</p> <p>The ExA asked the Applicant for a response to THC's submissions.</p>	
<b>3.2.2 Section 135 of the PA2008 – Crown land</b>		
3.2.2(a) and 3.2.2(b)	<p>The ExA asked the Applicant for anything further in relation to Crown Land and to respond on the agenda items including whether all Crown Land been identified in Part 4 of the Book of Reference and the Crown Land Plans.</p> <p>The Applicant was also asked to touch on item (b) and whether the draft DCO would present CA of any interest held on behalf of the Crown.</p>	<p>Mr Flanagan stated that, in relation to agenda point (a) the Applicant is confident that all Crown land has been identified in Part 4 of the Book of Reference. The Applicant has conducted diligent enquiry and has issued the plots to TCE, who have not identified any other Crown land.</p> <p>As to agenda item (b), Article 44 prevents interference with Crown rights. The article is in the standard form, for example in the recently made East Anglia One North / East Anglia Two DCOs, meaning the Applicant believes that the Article is effective.</p>

Agenda Item	ExA Question/Other Parties' Submission	Applicant's Response
3.2.2(b)	The ExA asked what is the Applicant's view for the implications for the development if Crown land consent is not forthcoming by the close of the examination?	Mr Flanagan stated that the Applicant recognises the importance of obtaining this. Negotiations are progressing well and the Applicant has had no indication from TCE that obtaining the necessary consent would not be possible in the timeframe. If, contrary to that expectation, consent is not forthcoming in the necessary timeframe, the Applicant will need to address that issue if and when it arises, but does not see the need to do so yet.
3.2.2(b)	The ExA asked that if the Crown land consent is not secured before Deadline 5, could the Applicant provide further information at that deadline explaining how the project would progress?	The Applicant agreed to do so.  In response to the Applicant's action to provide an update on this negotiation at Deadline 3, failing which Deadline 4, the Applicant can report that since CAH1 it has exchanged emails with TCE's solicitors who are currently reviewing the Applicant's mostly recent proposed list of suggested Articles for Section 135 consents and TCE intend to respond by early week commencing 16 December 2024. As a result the Applicant expects to have an update for the Examining Authority by Deadline 4.
<b>3.2.3. Sections 131 and 132 of the PA2008</b>		
3.2.3	The ExA asked the Applicant to give an explanation in respect of this agenda item. The ExA stated that the Book of Reference at Deadline 3 notes there are four plots of open land and one plot of common land that the application is seeing rights over. The ExA asked the Applicant to set out the CA case against the test in the 2008 Act for the acquisition of these rights in land in relation to these plots.	In respect of the plots which include open space, Mr Flanagan explained that these are at landfall and that the cables here would be installed using trenchless techniques. Therefore given the absence of above-ground impacts, the s132(3) test would be satisfied and the land when burdened with the rights would be no less advantageous than it was before.

Agenda Item	ExA Question/Other Parties' Submission	Applicant's Response
		<p>In respect of the common land, this concerns one plot (number 17-001) called 'Hall Gate (Track)'. The onshore cable would again be installed here using trenchless techniques and no works are proposed to the surface of the land. Therefore the land when burdened with the rights would be no less advantageous than before such that the statutory test in s.132(2) would be satisfied. No works are proposed which would affect the land or its appearance on the surface.</p>
<p><b>3.2.4. Temporary Possession or Compulsory Acquisition</b></p>		
<p>3.2.4</p>	<p>The ExA asked the Applicant that in order to make reasonable distinction between TP or CA powers, how is the Applicant differentiating between the two and how long they were seeking TP to last?</p>	<p>Mr Flanagan explained that the Applicant has identified those areas of land which are to be acquired for purposes which require temporary possession only. There are four such purposes: (1) temporary construction lay down areas; (2) temporary vehicular access tracks; (3) highway alterations; and (4) enabling access. Such works are temporary in nature and rights are not required for ongoing operation and maintenance. Temporary possession is therefore appropriate in these areas.</p> <p>The TP powers under Article 28 can, in addition to the plots listed in schedule 9, be used in respect of any other Order land in respect of which no notice of entry or general vesting declaration has been served. The Applicant intends to initially use TP along the length of the ECC and 400kV cable routes to construct the Project as is common practice for large linear schemes like this. This so that the cables can be laid using TP and the use of CA is subsequently only used on the areas where the cables are physically laid rather than over an entire</p>



Agenda Item	ExA Question/Other Parties' Submission	Applicant's Response
		<p>indicative working width. The approach minimises the Applicant's impact on affected parties by minimising the extent of potential use of CA.</p>
<p><b>3.2.5. Securing of HRA compensation measures that have been advanced on a without prejudice basis. Examination of whether any of the HRA compensation measures that have been advanced on a without prejudice basis would require the CA or TP of land.</b></p>		
<p>3.2.5</p>	<p>The ExA set out that the Applicant has proposed compensation measures on a without prejudice basis and the Applicant was asked to clarify whether any such without prejudice measures require CA or TP powers.</p>	<p>Mr Flanagan first explained that offshore there were two key measures:</p> <ul style="list-style-type: none"> <li>a. per Schedule 22 of the dDCO, relating to Artificial Nesting Structures (“ANSs”), there are two areas identified in the Works Plans for ANSs;</li> <li>b. biogenic reef if required are set out under Work No. 10.</li> </ul> <p>In terms of these areas, at Deadline 2 a letter of comfort was submitted by TCE, which sets out that TCE would be able to grant rights required for both the ANS and biogenic reef and the same is true of removal of redundant infrastructure and they own the land rights in question [REP2-062] (being rights related to the seabed).</p> <p>Further, a letter of comfort from BT Group [REP2-063] also confirms it is content in principle with the removal of out of service cables from the seabed.</p> <p>Because these matters are offshore and are within Crown land, no CA or TP powers could be sought.</p>

Agenda Item	ExA Question/Other Parties' Submission	Applicant's Response
		<p>Finally, the potential measure relating to extending the Special Area of Conservation is expected to be delivered strategically by Government, so it would not be appropriate to include project-level CA or TP for such a measure.</p>
3.2.5	<p>The ExA asked enquired about which measures were without prejudice and which were not.</p>	<p>Mr Flanagan set out that ANS was a not without prejudice compensation measure in relation to kittiwakes, but was without prejudice in relation to auks (i.e. razorbills and guillemots).</p> <p>Mr Flanagan moved on to discuss without prejudice onshore measures for auks (guillemot and razorbill), stating that:</p> <ol style="list-style-type: none"> <li>a. regarding the without prejudice predator control measures, the position is similar in that the Applicant relies on strategic partnerships with local delivery bodies, and a letter of comfort from the Jersey Government [PD1-099], which is in the form of an email confirming that permission is granted in principle to install the fence pending planning approval.<sup>2</sup></li> <li>b. The potential measures at sites in south west England do not require onshore CA rights or TP rights to be included in the DCO, because the key disturbance pressures have been identified to come from the</li> </ol>

<sup>2</sup> Please note that this was expressed as “consent being granted” in the Hearing, but has been updated here to match PD1-099 which states that “*We write to provide confirmation that on behalf of the Public of Jersey, landowner of the land on which the above fence is planned to be erected, permission is granted in principle to install the fence pending planning approval, for the project to continue.*”

Agenda Item	ExA Question/Other Parties' Submission	Applicant's Response
		<p>seaward side of the colonies in question, and also because agreements are being progressed by delivery partners to the extent that measures (and any required land) are necessary.</p> <p>In summary, for these measures CA nor TP would not be appropriate or necessary.</p>
3.2.5	The ExA said they will follow up in writing.	
<b>The hearing was adjourned and recommenced at 16:26.</b>		
<b>3.2.6. Funding</b>		
3.2.6	The ExA noted the Applicant's response to CA 1.17. It asked the Applicant to expand on the status of the Contracts for Difference ("CfD") process.	Mr Flanagan explained that no person would be eligible to enter a CfD auction before the making the DCO. The Applicant is therefore not in a position to enter into an auction at the moment. Auctions have been annual and the Applicant, on the grant of consent, would look to enter auction thereafter. As a result, this is largely a post-determination matter.
3.2.6	The ExA asked whether it is reasonable to assume that whichever CfD Round targeted would be that immediately following the making of the Order.	Mr Flanagan for the Applicant explained that it cannot be assumed that this is necessarily the case, albeit the Applicant certainly intends to progress matters expeditiously: entering into CfD auction requires time and work so depending on when the DCO is made there are questions of whether (i) it is possible and (ii) it is realistic to enter into the next auction or whether, for instance, the subsequent year is chosen. Such a decision involves commercial considerations, which to some extent are commercially sensitive.
3.2.6	The ExA asked the Applicant whether figures in the Funding Statement [REP1-012] are contingent on a CfD.	Mr Flanagan for the Applicant explained that the figures are not contingent on CfD, although project itself would be.

Agenda Item	ExA Question/Other Parties' Submission	Applicant's Response
3.2.6	The ExA asked the Applicant whether the figures set aside for compensation, for instance, are secured within the Funding Statement [REP1-012] and do not rely on successful allocation for CfD round?	Mr Flanagan for the Applicant explained that that was correct.
3.2.6	The ExA asked TH Clements for input at this stage, in response to which they stated that they had none.	
<b>3.3 Action Points arising from Compulsory Acquisition Hearing</b>		
3.3	The ExA set out the hearing actions which were then discussed where necessary and have since been provided by the ExA in EV7-010.	The Applicant's responses to each action requested at Deadline 3 have been provided as signposted below and in the Applicant's Deadline 3 Cover Letter (Document 20.1).
<b>3.4 Any other matter arising</b>		
3.4	The ExA noted that the Applicant's Change request regarding the Offshore Restricted Build Area ("ORBA") decision has been made and the change request has been accepted.	
<b>4. Next Steps</b>		
4	The ExA requested written submissions of hearing summaries	This document provides the Applicant's written summary.
<b>5. Closing</b>		
5	The hearing closed at 16.36.	

### 3 Action Points Arising from Compulsory Acquisition Hearing 1

The ExA set out the following actions which were then discussed where necessary and have since been provided by the ExA in EV7-010.

The Applicant's responses each action requested at Deadline 3 have been provided as sign posted in the Applicant's Deadline 3 Cover Letter (Document 20.1).

d	Description	Applicant's comment/where has the action been answered
2 <sup>3</sup>	Provide an updated Soil Management Plan and Organic Land Protocol <b>(Deadline ("D") 4)</b>	The Applicant will provide this information in due course as requested. Please note that an SMP and Organic Land Protocol have been provided at this deadline to incorporate the views of other parties, namely the Land Interest Group, and to incorporate the Outline Organic Land Protocol at D3. A version which addresses issues raised by TH Clements will be provided at Deadline 4.
3	Supply relevant plot numbers in relation to parties with whom voluntary agreements are not yet concluded <b>(D3)</b>	The Applicant's Hearing Summary of CAH1 (20.4.1) includes this information.
4	Respond in writing regarding soil storage calculations and the need for soil storage in the trenchless technique areas <b>(D4)</b>	This information is set out in 20.9 Clarification Note: Land Take, Soil Calculations and Soil Storage
5	Provide an explanation as to how the Applicant intends to proceed if agreement with the Crown Estate has not been reached. <b>(D5)</b>	This information will be provided in due course as requested if necessary. The Applicant has included in its Hearing Summary

<sup>3</sup> Where actions relate to parties other than the Applicant they are not recorded here.

<b>d</b>	<b>Description</b>	<b>Applicant's comment/where has the action been answered</b>
		of CAH1 (20.4.1) the current status of negotiations with TCE.
<b>6</b>	Review property cost estimate scope for private loss regarding potential costs for TH Clements and Son Limited. <b>(D4)</b>	This information will be provided in due course as requested.

#### 4 Appendix 1: Table of Affected Party plots

Affected Party	Rights Required	Plots
The Crown Estate	Freehold Acquisition	45-001, 45-005, 45-008, 45-015, 46-002, 46-003, 46-006
	Permanent Rights	19-006, 22-004, 23-013, 34-005, 34-006, 37-012, 45-002, 45-003, 45-004, 45-006, 45-007, 45-009, 45-010, 45-011, 45-012, 45-013, 45-014, 45-016, 45-030, 46-001, 46-004, 46-005
	Temporary Rights	19-007, 22-001, 22-006, 23-014, 38-001, 38-003, 45-033
Louise Jane Brooks	Permanent Rights	13-021
	Temporary Rights	14-002
Andrew Peter Dennis	Permanent Rights	40-010
	Temporary Rights	40-009, 41-001
St John's College, Cambridge	Permanent Rights	50-002, 51-011, 51-012
	Temporary Rights	50-001
T H Clements	Permanent Rights	29-013, 30-002, 30-009, 30-010
	Temporary Rights	29-012, 30-001, 30-003, 30-011
Environment Agency	Permanent Rights	15-031, 15-032, 15-033, 15-041, 16-009, 16-010, 16-011, 16-012, 16-014, 16-015, 34-014, 44-003, 48-020, 48-021, 48-022
	Temporary Rights	34-011, 43-029, 43-030, 43-031, 43-032, 43-036, 44-021, 44-023, 44-027, 44-029, 49-001

Jarred Thomas Wright & William Eric Creasey & Davina Lynette Fillingham	Permanent Rights	46-035, 46-037a, 46-038, 46-039, 46-040, 46-041, 46-042, 46-044a, 46-045, 46-046, 46-047
	Freehold Acquisition	46-037, 46-044
Julie Ann Mason	Permanent Rights	09-013
	Temporary Rights	09-014
George Hay & Sons	Permanent Rights	50-003, 50-004, 50-005, 51-007, 51-008, 51-009
	Temporary Rights	43-047, 49-003, 49-004, 49-005, 49-006
Ann, Brian and Simon Naylor	Freehold Acquisition	47-006a, 47-006b, 47-011, 47-017, 47-026
	Permanent Rights	47-006, 47-007, 47-012, 47-013, 47-014, 47-015, 47-018, 47-027
	Temporary Rights	47-004
Brian & Simon Naylor	Freehold Acquisition	46-017, 46-021
	Permanent Rights	46-018, 46-019, 46-020, 46-022, 47-009
	Temporary Rights	42-006, 42-010, 42-013, 47-004
John Grant (Donington)	Freehold Acquisition	45-021, 45-041, 45-041b, 45-050, 45-068, 46-008, 46-033, 47-031, 47-039, 48-002, 48-005, 48-006, 48-007



	Permanent Rights	45-019, 45-020, 45-027, 45-035, 45-036, 45-037, 45-038, 45-041a, 45-042, 45-045, 45-046, 45-046a, 45-048, 45-049, 45-049a, 45-051, 45-051a, 45-052, 45-052a, 45-055, 45-056, 45-057, 45-059, 45-060, 45-061, 45-062, 45-063, 45-064, 45-065, 45-065a, 45-067, 45-069, 46-009, 46-010, 46-013, 46-014, 46-015, 46-016, 46-031, 46-032, 46-035, 47-021, 47-037, 47-038, 48-003, 48-004, 48-008, 48-009, 51-004
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