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FULL TRANSCRIPT (with timecode)

00:00:05:04 - 00:00:06:04

Afternoon. Everyone

00:00:07:22 - 00:00:14:28

can check. You can all hear me. Yes. And are we recording? The live stream started. Thank you.

00:00:16:16 - 00:00:49:18

It's 1:00, and I'd like to start off by welcoming you all to this, the first compulsory acquisition Turing into the quantum solar project here must focus on the effect of the proposed compulsory acquisition powers contained in the development consent order. My name is Rory Cridland. I'm the lead member of the Panel of Examining Inspectors, appointed by the Secretary of State to examine this application and report back with a recommendation. As with all of the hearings that we'd be holding as part of the examination, a digital recording is being made. So it would be helpful if you could clearly identify yourselves before you speak.

00:00:50:07 - 00:01:27:10

The recording will be retained and published on the National infrastructure website. For a period of five years, following the Secretary of State's decision on the application, and so can ask you all to try and avoid referring to any information that you consider to be confidential or private. The sharing has also been live streamed on the internet. Now, if you participate in today's show and it is important that you understand that you will be recorded and that you consent to the retention and publication of the digital recording. The sharing is a blended event, which means some of you are taking part in person, and others will be joining us via Microsoft teams to avoid disrupting the meeting.

00:01:27:12 - 00:01:59:18

Can I ask you all to please keep your microphones switched off until we invite you to speak and also ask you all to switch off? Or please mute your mobile phones unless you're using them to join us on Microsoft Teams. And also, can you try to minimize any background noise for those of you on the teams platform? And those of you joining us on the live stream, if we adjourn or during this morning or this afternoon's hearing, then you will need to refresh your browser to the restarted hearing. You will also find it useful to have the agenda available.

00:01:59:21 - 00:02:17:12

Think copies are coming up on screen now and they are accessible as well on the project page of the National Infrastructure website. For those of you following on the live stream. I'm going to hand over now to my colleague, Mr. Henley, who will take us through the introductions, introduce himself, and say a few words about the purpose of the hearing and how it will be conducted.

00:02:19:03 - 00:02:51:15

Good morning. My name is Darren Henley. I'm the other member of the panel. I'm not going to ask certain parties to introduce themselves. Please remember to unmute your microphone when you speak. If you are joining via Microsoft teams and comfortable to switch switch on your camera, please face them off again when we move to the next speaker. The review microphone is available for everybody in the room that we invite to speak, but doesn't have a static microphone in front of them. Is important that all contributions are made using the microphone so that they are captured for the formal record.

00:02:52:15 - 00:02:55:02

So who is the lead speaker for the applicant please, on this hearing?

00:02:58:01 - 00:03:15:04

Good afternoon. My name is Claire Broderick. I'm a legal director at Pinsent Masons LLP, solicitors for the applicant Cottam Solar Project Limited. I'm joined at today's hearing by a number of members of the applicant team. I'll let them introduce themselves for the purposes of today's hearing. Thank you.

00:03:18:06 - 00:03:24:22

Good afternoon. My name is Eve Browning. I'm a senior project development manager at Island Green Power, who are the developers of the scheme.

00:03:27:10 - 00:03:34:03

Just Noonan George associate Bruton Knowles, doing the negotiations for cable easement on the project.

00:03:37:11 - 00:03:38:05

Good afternoon, Neil.

00:03:38:07 - 00:03:40:07

Fletcher from Tetra Tech.

00:03:40:21 - 00:03:43:06

Senior consultant, on behalf of the applicant.

00:03:46:29 - 00:03:52:05

Good afternoon. I'm Paul Bentley. I'm an associate acoustic consultant working for Tetra Tech on behalf of the applicant.

00:03:54:11 - 00:03:58:14

I'm sorry. I didn't quite catch your name. Don't know if you might need to move the microphone because Paul Bentley.

00:04:03:08 - 00:04:07:03

Thank you. Are any of the county or district councils in attendance?

00:04:11:11 - 00:04:31:03

Okay. Thank you. So I'm now going to move to the affected parties, registered speakers that we would like to hear from. Firstly, please can give your name and explain your interest in the application as an effective party and how also you wish to be addressed during the hearing. And firstly Simon Skelton.

00:04:34:01 - 00:04:43:16

Thank you, sir. Yeah. Simon Skelton affected person. My house will be surrounded by the development. So this is why I'm here. Thank you.

00:04:47:06 - 00:04:51:12

I also have certain Bristo Parish Council registered to speak.

00:04:55:24 - 00:04:58:29

Okay. Um. Elizabeth. Garbutt.

00:05:01:05 - 00:05:17:26

Thank you, sir. Liz Colbert, I'll be speaking on behalf of Mr. and Mrs. Hill, whose land is affected directly affected by this development. They have have notified the case team previously, and they've sent email correspondence in to give me authority to do so.

00:05:19:03 - 00:05:19:26

That. Thank you.

00:05:21:21 - 00:05:27:24

Um. And then Alistair would group um aviation Blyton Park driving centre.

00:05:30:04 - 00:05:48:25

Good afternoon, sir. My name is Alastair Wood. As you said. I'm planning and development manager for the group of companies inclusive of blinds in park Driving Centre, which we are particularly here about the impact of the development on the driving centre. Thank you.

00:05:53:21 - 00:05:59:03

And also LNC Holdings, LLC. Aviation Philip Raven.

00:06:00:28 - 00:06:02:19

It's Philip Raven in attendance.

00:06:03:14 - 00:06:09:03

Philip Philip Reeves is not here at present, but he is intending to join us over the course of the afternoon.

00:06:15:06 - 00:06:20:24

And Alex. Sorry, Alan Stone. Facility manager, lights and park. Driving center.

00:06:23:00 - 00:06:47:10

Afternoon. Hello, Stone, as you say, facilities manager at Bryant Park Driving Center. As an affected business to the northern end of the project developed development projects boundary. We're here to make known our problem areas in the operation of continued operation of Blyton Park, should this go ahead?

00:06:49:01 - 00:06:54:26

Thank you. And the last person registered to speak is a mr. white.

00:06:57:16 - 00:07:20:19

Yeah. Just want to have a word about what London was coming through on cable. Uh, we're going to small plots of land and said they were going to come and dig a mole underneath the railway, and then we got an email saying they no longer needed it. We don't know whether you do or they don't and see what it's going to. Still going to go through, but they're going to come through and.

00:07:26:24 - 00:07:34:21

Well. Thank you. That's all the instructions for now. Um, if you're not doing yourself now, there'll be an opportunity to do so later when we invite you to speak.

00:07:38:29 - 00:08:00:28

I'm now going to move on to agenda item two, which is the purpose of this issue specific. Well, this hearing concerning the compulsory acquisition, and some of you were already familiar with the format of the hearing. But for those who aren't, and for the benefit of those watching on the live

stream, the hearing today will take the form of a structured discussion led by us, based on the agenda that has been previously sent out.

00:08:02:28 - 00:08:06:01

Again. If you put up on the screen, please that that would assist.

00:08:10:20 - 00:08:28:12

Now, the purpose of the hearing is to enable us to inquire into the applicant's case, to include compulsory acquisition and also temporary possession powers in the development Consent order. He also seeks to change our duty to hear from those affected by the compulsory acquisition and temporary possession of those, in terms of who have requested to speak.

00:08:30:11 - 00:08:53:25

As we have mentioned in other hearings held this week. If there is anyone present who wishes to raise matters outside of those identified the agenda on the hearing, I'd like to make you aware that there is an open floor hearing scheduled for this evening. Um. We're interested. Parties will be able to make their views known. And if you haven't already registered for that hearing, please ask a member of the case team at the back who will be able to assist you.

00:08:55:17 - 00:09:08:12

Now, as you can see from the agenda, following the applicant's introduction and update, there'll be an opportunity for those affected by the compulsory acquisition or temporary possession powers to settle any outstanding matters of concern.

00:09:11:01 - 00:09:26:16

And then at item five, the applicant will be asked to provide an update on progress with statutory undertakers on any protective provisions, following which, if there are any such undertakers present, they will be given an opportunity to raise or expand on any concerns or objections they may have made.

00:09:29:07 - 00:09:44:26

We will then go to the updates on the book of reference and land plans, and whether there are any updates or revisions to the statement of reasons, and also the book of reference itself. Which may result from from our discussions. And indeed that may also have implications for the drafting of the consent order.

00:09:47:01 - 00:09:53:29

The usual. There will be no opportunity for those present to raise any other matters in relation to the scope of this hearing, before we proceed to close it.

00:09:55:26 - 00:10:07:26

Whilst in most cases the discussion will take the form of questions posed to us or posed by us to various parties. Those present will be given an opportunity to comment on matters as we move through through the agenda.

00:10:10:11 - 00:10:17:09

If we do need a break, we will break for about 90 minutes, but we do expect to be finished by 430 at the latest.

00:10:19:03 - 00:10:24:29

Okay. Relation to the to the purpose and arrangements for the hearing. Does anybody have any questions at this stage?

00:10:28:25 - 00:10:35:04

Thank you. Okay, in which case I'm not going to hand it back to Rory. Rory. Cridland.

00:10:36:25 - 00:11:23:11

Thank you. Darren. Before we go any further, I just wanted to check that everyone can hear. Okay. I think our microphones are all right. When we were doing the introductions. Wasn't sure if everybody else's were getting lost in the. In the echo in the room. Was everyone able to understand what was being said? Yes. Oh, it might just be me, then. Okay. Thank you. In that case, Ms. Broderick, as indicated in the agenda that we sent out, this is really now an opportunity for the applicant to briefly outline the case for compulsory acquisition and temporary possession, how it meets the tests in relation to the Planning Act 2008, what alternatives have been explored, and to provide an update on the progress and expectations in respect of negotiations? And in terms of that last part, we did receive an update in the compulsory acquisition schedule at deadline, too.

00:11:23:13 - 00:11:30:27

So you don't need to go through all of that. Just an update on any changes or developments that have taken place since deadline two would be sufficient.

00:11:34:05 - 00:12:14:29

To project for the applicant, and section 120 of the Planning Act 2008 sets out that a may make provision relating to automotons ancillary to the development for which consent is granted, and schedule five to the Planning Act lists the matters ancillary to the development, which includes the compulsory acquisition of land creation, suspension or extinguishment of or interference with interests in or rights over land. Sections one, two, two and 123 of the Planning Act 2008 set out the main tests for the inclusion of compulsory acquisition powers over land and rights over land within a development Consent order.

00:12:16:07 - 00:12:56:05

Section one, two, two subparagraph some. Clause two requires that the land is required for the development or is required to facilitate, or is incidental to the development. The applicant confirms that the land and the new rights and restrictions sought are required for the development, or to facilitate, or are incidental to the development. The scope and purpose for which compulsory acquisition powers are being sought is set out in sections five and six and appendix A to the Statement of Reasons, which is referenced as zero one for the powers required for the construction, use and maintenance and decommissioning of the scheme.

00:12:57:12 - 00:13:14:07

Article 20 of the draft, the latest version being wrapped to 004, contains the power to acquire compulsory land required for the scheme or to facilitate it, or as incidental to it, and to use land acquired for the purpose authorised by the order.

00:13:15:23 - 00:13:44:28

Article 20 is subject to paragraph two of article 22, which sets out that the compulsory acquisition powers are limited to the acquisition of existing rights and restricted covenants, and the creation of new rights and imposition of restrictive covenants over the land coloured blue on the land plans, which were 1004 in respect of the plots and for the purposes set out in schedule ten to the draft.

00:13:47:04 - 00:14:21:19

Article 29 of the draft permits the temporary use, including possession of land, for constructing the authorized development. There are certain plots specified in schedule 12 and colored yellow on the land plans, in respect of which only powers relating to temporary possession are being sought. Section one, two, two, three requires that there is a compelling case in the public interest for the land or rights over land to be acquired compulsorily. As set out in section six and 7.3 of the Statement of Reasons.

00:14:21:26 - 00:14:57:18

The applicant considers that it is demonstrated that there is a compelling case in the public interest for the scheme, including the compulsory acquisition of land and rights. As a result of the fact that this is a nationally significant infrastructure project. The compelling case in the public interest for the scheme is also set out in the planning statement, which has wrapped 2-029 and the statement of Need, which is document app Dash 350. The public interest in the scheme includes the decarbonisation of the energy sector and the national electricity grid.

00:14:58:06 - 00:15:37:28

It's a large scale solar project with energy storage. The scheme is essential to support decarbonisation and is a core pillar of the government's decarbonisation agenda. It will reduce power related emissions whilst contributing to security of supply and the adequacy and resilience of the electricity system. It will also be important to ensure that net zero by 2050 can be achieved. To ensure that the scheme can be built, operated and maintained. The applicant requires the acquisition of a number of interests in land, and is therefore applied for a grant of powers to facilitate the acquisition and or creation of new rights and interests.

00:15:39:02 - 00:16:07:18

In the absence of powers of compulsory acquisition, it may not be possible to assemble all of the land within the order limits that are required to deliver the scheme. And the applicant considers that its objectives and those of government policy would not be achieved. There are other public benefits as a result of the scheme, which is set out in the planning statement, and that includes the provision of biodiversity, net gain, a new permissive path and a number of socio economic benefits such as construction employment opportunities.

00:16:09:16 - 00:16:49:03

The extent of the order limits is no more than is reasonably necessary for the construction, operation and maintenance and decommissioning of the scheme, and therefore the applicant's position is that any interference with private rights is proportionate and necessary. Compensation is payable under the Compulsory Compensation Code to anyone whose rights are extinguished, suspended or interfered with. Overall, the applicant considers that the public interest in the project outweighs any interference with property rights, with private rights, and the proposed interference with those rights is for a legitimate purpose, namely the construction and operation of a nationally significant infrastructure project.

00:16:52:21 - 00:17:22:22

The next item on the agenda was in relation to temporary possession powers. So will just explain in a bit more detail about those. As mentioned, article 29 of the draft permits the temporary use of land for construction of the authorised development. These powers are available across the entirety of the border land. However, only temporary possession powers are being sought in relation of the series. Plot.

00:17:22:24 - 00:17:27:17

Shown coloured yellow and specified in schedule 12 to the draft DCA.

00:17:30:09 - 00:18:10:18

The reason for including the ability to take temporary possession over all of the land is set out in section 5.5.2 of the Statement of Reasons, and in summary, it will enable the applicant to permanently acquire the minimum amount of land necessary for the scheme. The temporary possession powers are subject to a minimum of 14 days notice. The applicant considers this to be appropriate as the land is in agricultural use. If the Undertaker takes entry onto land. Under this power, a possession is limited to the time period of one year after final commissioning of that part of the scheme, unless compulsory acquisition powers have been exercised.

00:18:12:15 - 00:18:44:24

The article also requires the reinstatement of land, subject to a number of exclusions and the payment of compensation for any loss or damage caused as a result of the use of the powers. Article 30 permits the temporary use, including possession of land for maintaining the authorized development. And but subject to advance notice, and the The Undertaker only remaining in possession of the land for as long as it's reasonably necessary. Tis is also subject to the payment of compensation for any damage or loss caused.

00:18:45:20 - 00:19:03:21

Article 30 only applies during the maintenance period, which is set as being five years from the date of final commissioning, except where a longer maintenance period for landscaping works is required. In the Outlying Landscape Environmental Management Plan, which is wrapped to 026.

00:19:10:27 - 00:19:55:27

In relation to the consideration of reasonable alternatives, the applicant has sought the rights it needs to deliver the scheme via voluntary negotiations and has entered into option agreements for cotton one, cotton two, cotton three and cotton three. A and court him three B, which is the land for the solar panel arrays, the substations and the energy storage. This land is still required to be included within the compulsory acquisition power sought in the to ensure the deliverability of the scheme, for example, to protect against a scenario whereby contracts may not be adhered to or may be set aside, or to protect against unknown third party interests that may arise between now and the construction of the scheme.

00:19:56:22 - 00:20:30:27

This approach is standard practice for nationally significant infrastructure projects as, say, to ensure deliverability and prevent undue delay. Negotiations are well in advance in relation to voluntary agreements for the cable route corridor. As you mentioned, there was an update provided at deadline two, which was wrapped to Dash 042, and a further update will be submitted at deadline three and one point to note that's been a change since deadline two.

00:20:31:24 - 00:20:38:28

Is that the heads of terms for the Lincoln Diocesan Trust and Board of Finance Limited have been signed.

00:20:41:04 - 00:21:10:28

In respect of alternatives. More generally, those are set out in section 7.5 of the Statement of Reasons and in chapter five, which is Alternatives and Design evolution of the Environmental Statement, which is App 040. This sets out in detail the staged approach to site selection, particularly in section 5.5 of that chapter. If it would be useful. I can run through the stages of of site selection process that was undertaken.

00:21:11:20 - 00:21:18:15

No. Think we have that in writing with Broderick in the interest of making sure that we finish on time. Don't think we need that today. But thank you very much for the offer.

00:21:22:15 - 00:21:57:28

Yeah. And thank you. In relation to a number of representations that have been received and relating to the use of alternative renewable energy technologies, and we've responded in writing to those at the relevant representations and the responses to written representations. The applicant does not consider that these represent a suitable alternative to the scheme. And in particular, a large number of representations that have been made have referred to the use of rooftop solar as being an alternative to the scheme.

00:21:58:09 - 00:22:30:27

And the applicant does not consider these are alternatives to the scheme, and that a range of renewable energy projects are required to achieve net zero by 2050. Further details on design choices are set out in the Design and Access Statement, which is 342 to 345. Overall, the applicant considers that all reasonable alternatives have been considered prior to the making of the application at relevant stages, including technical feasibility and minimising environmental impacts.

00:22:33:13 - 00:22:34:21

In relation to

00:22:36:12 - 00:23:06:27

the approach taken to human rights. Section nine of the Statement of Reasons sets out the approach. The European Convention on Human Rights was incorporated into law by the Human Rights Act 1998. It then goes on to set out article one of the convention in Relation to Protection of Rights to Peaceful Enjoyment of Possessions and provides. No one can be deprived of their possessions except in the public interest.

00:23:07:11 - 00:23:37:10

If granted, the order could infringe on the rights of affected persons. However, the infringement is authorized by law if statutory procedures for the making of the order have followed, and there is a compelling case in the public interest, the inclusion of the powers of compulsory acquisition in the order and the interference is proportionate. The reasons I've outlined in the described further in the statement of reasons the applicant considers these tests have been met. The Planning Act 2008 process has and will continue to be followed.

00:23:39:15 - 00:24:12:28

There is a compelling case for the scheme to proceed. The applicant has also minimised the land, which is required through design evolution and sought to achieve voluntary agreements. Article six entitles those affected by compulsory acquisition to be heard at a fair and public hearing, which is today's hearing, as well as the other opportunities that are provided through the Planning Act 2008 process, including pre-application statutory consultation, the section 56 acceptance process and written submissions during examination.

00:24:13:16 - 00:24:21:00

Any challenge to the grant of the order can be made to the High Court. The applicant's position is therefore that article six is satisfied.

00:24:23:28 - 00:24:43:18

Article eight protects private and family life. Interference is justified in events in accordance with law and necessary for the interests of, among other things, national security, public safety, economic well-being of the country. No dwelling houses are subject to compulsory acquisition, and it is not considered that this article is engaged.

00:24:45:11 - 00:25:09:16

A free for all. It is considered that there is no infringement of any convention rights and that any. And if there are in the case that there are infringements, those infringements are proportionate, necessary and legitimate and in accordance with law. And I've already provided an update on the status of negotiations and believe we were dealing with statutory undertakers later on.

00:25:10:24 - 00:25:32:28

Yes, that's correct. Thank you, Ms. Brooke. Before we move on to item four, I do have a few questions around the compulsory acquisition schedule, and I'm hoping you'll be able to provide a bit



of clarity on but before we do, in fact, as part of that, you mentioned earlier the heads of terms being signed, and I wonder if you could just explain to us the significance of those heads of terms, because presumably they're non-binding.

00:25:35:18 - 00:25:54:22

Clark Kent. The heads of terms are not contractually binding, but they document agreement between the applicant and the landowner as to the terms of the agreements that are then to be negotiated, and we therefore see it as a positive confirmation of the progress of voluntary agreements with each of those landowners.

00:25:55:04 - 00:26:03:04

And in terms of the progress that follows, the signing of the heads of terms. Perhaps you could outline what you would expect to happen once those heads of terms have been signed.

00:26:05:09 - 00:26:42:04

Deposit the applicant. A number of the landowners are being represented by the same firms of solicitors, and where that's the case, the applicant's in-house solicitors are liaising with those firms to agree a template, form of option, agreement and easement. My understanding from the deadline to update is that those are almost agreed. Once the templates have been agreed, they will then be negotiated to include any sort of land specific or landowner specific points before they're signed by the parties.

00:26:42:17 - 00:26:55:15

What sort of timescale are we looking at, or are you looking at in terms of the point from when the heads of terms are signed to the final agreements? They do appreciate it will depend on the landowner, and there will be a number of factors that will need to be taken into account, but just an estimate.

00:26:57:13 - 00:27:18:12

Clever. The applicant. The applicant remains hopeful that. Agreements will be in a position to be signed prior to the end of the examination, on the basis that the majority of landowners are being represented by the same solicitors. And then once those templates are agreed, it should be fairly quick to finalise them for each of the individual landowners.

00:27:18:21 - 00:27:28:05

Thank you. If it looks at any point during the examination that those or certain agreements will not be signed before the end, it would be useful if you could just update us. And on that point, um.

00:27:33:15 - 00:27:53:13

Staying with the compulsory acquisition schedule. Think, having looked at the schedule and know it was the template that we sent out. Think that you've used, but think it would be useful for us if you could add in the next iteration an additional column, just to note whether or not the plots being affected are subject to any objections as part of this process. Just allow us to easily identify those that were.

00:27:56:02 - 00:28:00:03

Going on to some of the specifics on the schedule. First of all, entry five.

00:28:02:13 - 00:28:27:13

You can see the deadline. One update refers to the applicant having included land as a conservative approach in order to ensure there was sufficient flexibility, but that it's no longer required. As a cable route can be accommodated in other land within the order limits. My first question in relation to that

is whether 1736 one is the only plot that that comment relates to, or does it relate to the other plots listed in entry number five as well?

00:28:42:19 - 00:28:45:13

Apologies. Could you just repeat the plot number that you referred to there?

00:28:46:00 - 00:28:47:21

I'm sorry, Mr. Murdoch. I didn't quite catch that.

00:28:47:23 - 00:28:49:19

Could you repeat the plot number that you plot?

00:28:50:12 - 00:29:16:13

The plot number is 17 three. Six. One did say 17. Three. Six. Five. 17. Three. Six. One. So, in the Status of agreement column. It appears in brackets in bold, the reference 17 361, and wasn't sure when was reading that. Whether the comment above around. The land being accommodated in other land within the order limits.

00:29:18:01 - 00:29:25:22

Let me put it another way. The way I've read that is that you're taking land out, but wasn't sure how much land you're taking out. Whether it's just that plot or it's all of the plots listed.

00:29:27:12 - 00:29:28:15

In that entry number.

00:29:29:12 - 00:29:38:06

And just to confirm, are you referring to the compulsory acquisition flight schedule or the status of negotiations?

00:29:38:08 - 00:29:46:03

Yes, I am the first. So the recent update that you provided us with a deadline to.

00:29:48:14 - 00:29:49:26

Don't have the reference to him.

00:29:49:28 - 00:30:02:17

Yes, 2040 is the update to the Schedule of progress re objections and agreements in relation to compulsory acquisition, temporary possession and other land rights.

00:30:03:07 - 00:30:05:14

Then entry number five in that schedule.

00:30:10:14 - 00:30:28:29

The deadline. One update refers to what I've taken it to be a reference to land being removed. It says that heads of terms are issued and then deadline one update heads of terms are no longer required, as the cable route can be accommodated in other land within the order limits. And it relates to the land by Mr. and Mrs. Kimberly.

00:30:41:03 - 00:31:07:00

Then if you go into the last column says the applicant included this land as a conservative approach. In order to ensure there was sufficient flexibility to construct the cable route within the order limits, and then it has a reference to plot 1736 one. On land plan revision Ace 006. And I've taken that to mean that you no longer require that particular plot. The cable.

00:31:13:02 - 00:31:28:00

And if it helps. The next question I have is in relation to whether or not it's in the land plans, as you're looking to them at the moment with project and think it is still in the land plans. So my follow up question to that is if you're removing it, is the intention to update the land plans?

00:32:06:06 - 00:32:26:09

A clever applicant. And yes, it's my understanding that the plot that the Mr. Kimberly had been interested in was the 1736 one and going the cable route being located to the north, where a.

00:32:27:26 - 00:32:59:08

As north as possible in this area. The other plot numbers that are referred to in there are other plots that they have an interest in, which. My understanding is we are not necessarily proposing to remove, but we will double check. Yeah. Position. Just to be clear, you weren't the. There isn't a proposed change to the order limits in relation to this change. It is a, um, an agreement that's been reached between.

00:33:00:03 - 00:33:11:09

The applicant and the landowners who weren't proposing to amend the order limits on this basis. And because the current.

00:33:13:22 - 00:33:28:23

As the design hasn't been finalized, but my understanding is that we have agreed with these landowners that. We won't be going through their land, but there are no change to the order limit was proposed to remove that plot as my understanding.

00:33:31:18 - 00:33:41:15

The project raises the question for me as to whether or not the land falls within the requirements of the Planning Act 2008. If you're saying, on the one hand, you don't consider it is necessary.

00:33:43:13 - 00:33:49:24

But you'd like it to remain within the compulsory acquisition powers that you're seeking. Is that. How do I understand that correctly?

00:33:50:19 - 00:34:23:25

It's the applicant. As we've set out in our approach to the cable route corridor, a wider corridor has been sought all along the corridor in order to microsite the cable within that. So we have got flexibility within the route in order to allow for that flexibility. My understanding is we are. We have had some further development of the design in this particular location. But the there was this that flexibility is still required.

00:34:25:16 - 00:34:37:00

Which case is that brings me full circle to why are you not pursuing a voluntary agreement? Because compulsory acquisition schedule appears to suggest that you've abandoned any voluntary agreement on the basis that that plot's no longer required.

00:34:40:13 - 00:34:57:21

That is the applicant. All would note that the voluntary. The voluntary agreements that are being reached with people do place restrictions on the the routing and those sorts of things. And we weren't making changes as a result to the order limits, as it were, as a result of those volunteers.

00:34:57:23 - 00:35:15:07

Yes, I do understand, but I think my point is that in other in other entries, you're you're continuing to pursue voluntary agreements on that basis. But this entry says that you're not continuing to on the basis that that land is not required. And if the land is not required, should it be included within the order land?

00:36:11:22 - 00:36:43:09

Purpose of the applicant. My understanding is that the primary, as it was mentioned here in relation to livestock, was that horses are currently in this field and the preference from the landowner was to try to avoid them. My understanding is this because this section is for the shared cable route corridor. There could potentially be a situation where the ordering of the cables means that it's not possible, no longer possible for us to go. And. To to the further to the north will be at that.

00:36:43:11 - 00:37:14:28

We have reached agreement with the landowner to the north, and that was the reason why it was considered appropriate to retain. And. The ability to put the cable to the south if it was needed. However, my understanding is that the the Kimberley's are not willing to enter into a voluntary agreement and because our hope is that we can avoid it. That was the reason why the negotiations had stopped.

00:37:15:00 - 00:37:22:27

But we will reconsider whether there is a need to continue further negotiations on the basis of the fact that it's remaining within the order limits.

00:37:23:10 - 00:37:24:05

Thank you, Mr. Roderick.

00:37:28:06 - 00:37:31:17

Next one is entry number 14 and think it's a similar point. Really?

00:37:36:01 - 00:37:38:03

Again. Here we have.

00:37:40:16 - 00:37:45:12

Brief thoughts ten two, two 110 222 and ten 223.

00:37:47:23 - 00:37:50:22

I certainly wasn't sure whether all of those plots.

00:37:55:27 - 00:38:12:00

A being referred to in the final column. When you say that you're no longer seeking a voluntary agreement with this landowner. I think it's very similar point to the last one really is the intention to remove these plots from the book of reference, or you just abandon the negotiations.

00:38:51:28 - 00:39:22:03

A clever trick for the applicant. Yes. Believe it's the same point again. Um, additional. So the intention is for any cabling to run up and run up the track. Initial view is that the is sufficient space in that track to fit the cabling. However, the the land had been retained in case. That was in case that was not possible. But we will consider the point again based on the discussion we had in relation to the Kimberley's land.

00:39:22:24 - 00:39:34:15

Thank you, Ms.. Broderick. I suppose just in summary, my point really is that if you consider the land isn't required and it shouldn't be included, and if you consider it is, then perhaps it's useful to continue negotiations.

00:39:37:05 - 00:39:39:14  
Next one is entry 24.

00:39:41:27 - 00:39:56:16  
And this is plot 16 315. I understand it think it states that negotiations are ongoing with the landowner, but don't think saw what the current state of negotiations was. Wonder if you could just provide me with a brief update.

00:40:27:03 - 00:40:49:28  
Joel Rose Knowles, associate in charge of negotiations, closer to the microphone. Sorry. Thank you. Um, with this one, it's not a heads of terms for cable easement. It's just use of the access track. Still waiting to hear about ongoing negotiations with that party. Um, so, yeah, just waiting to hear back from them, but have been issued with a license agreement.

00:40:51:01 - 00:40:57:12  
Thank you very much. If you could include updates on that plot in the next iteration of the schedule, that would be useful as well. Thank you.

00:40:59:07 - 00:41:01:27  
Then finally entries 41 and 42.

00:41:19:23 - 00:41:21:15  
This is with Mr. Hill.

00:41:23:12 - 00:41:34:19  
I was going to ask for an update, but understand that Ms.. Garbus is representing Ms.. Hill, and it's this plot that presumably you'll be discussing, so we could probably leave that for a moment and we'll have an update on it as we move through the agenda.

00:41:38:10 - 00:41:58:14  
Well, that completes item number three. We're moving on now to item number four, which is outstanding objections to compulsory acquisition and temporary possession. This is really an opportunity for those affected parties present to expand orally on their outstanding objections to compulsory acquisition and or temporary possession. First on my list to have Mr. Skelton.

00:42:01:24 - 00:42:22:00  
Mrs. Kelton, before you start, can just confirm the plot numbers that you're interested in are plots 0715507156071570918809189, and 09190. Those are all on the land plans.

00:42:24:18 - 00:42:32:10  
So I'm a skeleton infected person? Um. Want your numbers? I'm afraid so.

00:42:35:19 - 00:42:39:25  
Going back to your. Really? Today? I just wanted to.

00:42:41:15 - 00:42:45:21  
So my piece about what was happening, I don't know what

00:42:47:16 - 00:42:49:14

land parcels think.

00:42:49:16 - 00:43:23:18

There are 2 to 2 separate issues, Mr. Skelton, just so that you're aware, and I do appreciate that this is an unfamiliar process for you. So there are I understand that you have concerns generally in terms of the merits of the application around, for example, things like landscape impact. But then there are also other concerns around your interest in these plots. And the hearing today is around interest in these plots. Any issues or concerns you have around landscape can be dealt with in the open floor hearing this evening. If you are coming along and think we did hear from you previously and other hearings on those points.

00:43:23:20 - 00:43:37:07

So this is really an opportunity for you to put forward your views on how the compulsory acquisition powers that the Applicant is included in the draft Development Consent order. Affect your interest in the land.

00:43:38:12 - 00:43:50:01

Yeah, I've got what I was going to say today. Um, does include that, so I'll. That's alright. I'll just say that and then save the rest. Or you want to say the whole lot and.

00:43:50:20 - 00:43:55:11

Entirely up to you. I'm happy to share any anything you want. Just wanted to give you context in which.

00:43:55:13 - 00:43:55:29

To sort.

00:43:56:01 - 00:43:56:16

Of.

00:43:56:21 - 00:44:01:24

Work that out from looking at the agenda. So I'll just I'll read what I've got. So. Right.

00:44:05:03 - 00:44:39:09

A home has not been afforded the same protections that other property and settlements in the area have been given the close proximity of solar infrastructure around our isolated farmhouse, together with a landscape change dominated by solar by ugly solar panels, would undeniably blight our home on a massive scale. The quiet, gated track that serves solely our property and the farmland beyond would become a busy and dangerous access road, and the privacy and security we currently enjoy lost along with it.

00:44:40:24 - 00:45:14:10

The giant solar arrays will be located right behind our house, using our own small woodland as partial screening. Towering infrastructure this close would degrade this much used, used amenity and become an oppressive 15 foot wall of solar panels. To the south, the vast expanse of sloping farmland would again be dominated by 15 foot high solar panels. Virtually as far as the eye can see. We built this house and home from scratch in 2004, using our own sweat and toil.

00:45:14:15 - 00:45:27:00

We chose this area for its beauty. We certainly would not chosen the center of a vast dystopian energy folly. This was a last. This was a life choice and has been a life's work for us.

00:45:28:16 - 00:45:32:07

We are not millionaires. Average people of average means.

00:45:34:10 - 00:45:49:22

As stated before, it is one thing to have a view spoiled, but quite another to be surrounded north, south, east and west and have in all views spoiled. This would be the destruction of the environment we chose to live in and an overwhelming blight on our homestead.

00:45:51:11 - 00:45:59:06

My family had taken some comfort in the fact that the applicant had made mitigation promises. Most of these have now been broken.

00:46:00:28 - 00:46:34:16

Our home would be undeniably ruined by this scheme, would rather be surrounded by houses and thousands of acres of posturing and ineffective solar panels. At which point we tried to sell. But when we disclose the details of the proposed development, interest was understandably lost. We have now decided not to be driven out from our forever home. Is there is just no need for this victimisation and the applicant must when the applicant has so much land at their disposal.

00:46:35:17 - 00:47:06:12

We currently live in beautiful isolation. Security fencing, CCTV, floodlights, warning signs, inverted buildings and monstrous panels would all be out of place here and not a fair trade off for what we have today. Not to mention the aggravation caused by many years of construction. There seems no compromise from the developer. This is nothing more than one grab. I see no evidence of this land being selected on merit.

00:47:06:27 - 00:47:39:01

More like a race to get ahead of the queue in this solar gold rush, for grid connections with solar panels and an astonishing 20km from the grid. The scheme clearly demonstrates poor planning and mitigation. Even the photo montages are inaccurate and misleading. Visual and visual impact will be immense here and after 15 years would still be significant. Quite possibly the same. I have planted native hedges nearly 20 years ago and they're still only two metres high.

00:47:41:14 - 00:47:56:18

This is an unnecessary and crude proposal. It is not right for the country and certainly not right for residents. I do not see a compelling case. I do not want our health and our much loved and heavily invested home.

00:47:58:16 - 00:48:01:16

Ruining by this truly insensitive proposal.

00:48:03:14 - 00:48:14:20

Cooperation with the applicant up to now was not worked. I expect very least that promises made during consultation are kept as indicated in map two on my.

00:48:16:09 - 00:48:34:19

Which also highlights fair solar free zones around other rural properties. The lack of consideration has been deplorable. The total landscape change and associated blight on our home will be impossible to live with, and nobody in this room can truthfully argue anything other.

00:48:42:04 - 00:48:53:01

Respectfully, sir. All ask is that our home is protected, as originally agreed, during consultation and as indicated in the map that will provide. Thank you.

00:48:57:16 - 00:49:07:07

Thank you, Mr. Kelton. Is there anything you want to come back on before? I have some specific questions around what Mr. Skelton has said, but is there anything in general you wanted to come back on before I ask you?

00:49:08:28 - 00:49:44:27

Collaborate with the applicant in relation to guess the more general points that Mr. Skelton has raised, both at the pre-application stage and throughout the examination. The applicant has provided a written response to those and if it would be helpful, then we can obviously signpost in this because appreciate there's a lot of documentation and we can signpost in the written summary of today's hearing. Where to go to find the specific responses to each of those more general points that have been raised about the scheme.

00:49:44:29 - 00:50:12:22

And as I've said at the beginning bit of the hearing, the applicant's position is that there is a compelling case in the public interest for the scheme. And so we would disagree with Mr. Skelton on that particular point in terms of this hearing. Obviously, we are happy to discuss in more detail and if it would be helpful the particular land interests that the applicant considers Mr. Skelton has and how we consider those would or wouldn't be affected.

00:50:13:02 - 00:50:15:25

Yes, I think that would be a useful place to start. Ms.. Broderick.

00:50:20:24 - 00:50:28:01

If we could start and maybe start the discussion with Plotz. 071151161117.

00:50:30:12 - 00:50:39:23

From one one. Sorry, 156 and 157. 157 be in the access track and think. Mr. Skelton has already mentioned that in part of his

00:50:41:08 - 00:50:44:21

representations today. So should we start with that one?

00:50:46:20 - 00:51:05:15

Was it the applicant? Yes. So plot 157 is the is the access track, which the applicant believes Mr. Skelton has a right of access over. As he's confirmed today, the land itself is actually owned

00:51:07:02 - 00:51:37:02

by one of the other landowners, the landowner, who also owns the fields to the north where the solar arrays are proposed, which is A7155 and 07156. So in terms of the voluntary agreement that has been sought for the rights to use that access track and that voluntary agreement has been entered into with the landowner as is required, and the applicant is not proposing to extinguish Mr.

00:51:37:04 - 00:51:58:09

Skelton's right to use that access track. And we don't believe there will be any interference to the use of it during construction. Measures in relation to private and tracks were updated and in the outline construction traffic management plan in order to

00:51:59:24 - 00:52:29:27

deal with the reinstatement of any damage caused to private tracks. That could affect both, obviously, the landowner of that track, but other persons that that utilise it, and it's for that reason that the applicant has not sought a voluntary property agreement with Mr. Skelton on the basis that he has has a right only he is listed as potentially having a subsoil interest in the highway.



00:52:30:08 - 00:52:31:15

But as is.

00:52:34:02 - 00:52:34:23

Typical. We're not.

00:52:34:25 - 00:52:48:18

Seeking. If I'm correct, I don't think these are these zero nine plot references, and we'll come on to those separately if we just stick with the zero seven ones only because those are the ones I have on my screen at the moment. And I'll have to move around quite a bit otherwise.

00:52:51:21 - 00:53:10:05

If I understand correctly, Mr. Skelton, one of the concerns in relation to the access track that you have is the extent of use during both construction and operation of and perhaps this project. You could outline how the applicant or what the applicant considers the extent of that use would be at the various different phases of development.

00:53:21:24 - 00:53:47:18

Collaborate with the applicant. Don't have the specific vehicle number of vehicle movements for that particular access track to hand. We don't have our transport consultant at today's hearing, but that's definitely something that we can provide in writing. My understanding is that the the numbers are fairly low for this particular use of the track, but we'll provide the specific number in the written summary.

00:53:47:20 - 00:54:07:16

And that would be useful. And I think particularly for Mr. Skelton, who if he's not aware of the specific numbers, it might give him a bit more context in which in which to see what the proposals are. Moving on into field or parcel numbers 07156. If I understand correctly, this parcel is habitat mitigation.

00:54:09:07 - 00:54:11:17

Thousand solar panels. Is that is that correct?

00:54:41:13 - 00:54:47:08

And the applicant was just finding the works plan. And yes, I'm sorry.

00:54:47:10 - 00:54:50:07

Miss Project, we're going to jump around various things. So please do take your time.

00:54:50:24 - 00:55:22:08

To do so. For the benefit of Mr. Skelton, I'm currently looking at the works most recent version of the works plan, which was document reference as Dash 007. So the um, the plot numbering system that is used is um, relates to kind of the property interests in that in those plots and title numbers. And that's where you have the split. It doesn't where the whether land or rights being sought, um, are similar. They will have the same coloring.

00:55:22:10 - 00:55:56:00

And therefore you need to refer to the works plans to see the actual activities that are proposed on those plots. And so the um 07156 plot is um, work package ten, which is a habitat management area, and then the remainder of 07155 is for, um, solar panels. And the plan shows the um sort of buffer area, area hedging and etcetera, which is to the southern end of that.

00:55:56:12 - 00:55:56:27

Um.

00:55:58:29 - 00:56:07:26

The southern end of A7155, which is the area that's closest to Mr. Skelton's premises.

00:56:11:25 - 00:56:16:28

Or you can give me the page number of the plans that that's on. I'm just bring it up on screen and it'll help us.

00:56:17:25 - 00:56:21:04

It's sheet seven of the work plan revision A.

00:56:23:06 - 00:56:29:00

That's the 007 references in it. That's the one you just gave? Yes, 007.

00:56:31:09 - 00:56:32:08

007.

00:57:01:00 - 00:57:33:06

No. In terms of plot number 07155, I can see the buffer area that you've referred to. I think one of the issues Mr. Skelton has drawn. Attention to as part of his written representations is that parcel of land just above the the buffer area. And he's I'm sure you've seen he's provided a map and indicated that an agreement was reached with the applicant prior to submission of the application for the entirety of that field to not contain solar panels.

00:57:33:08 - 00:57:43:20

And I wonder if the applicant could shed some light on that, because it seems that in many ways, that's one of Mr. Skelton's key concerns that that land comes or those solar panels come very close to his land.

00:57:57:27 - 00:58:28:25

A collaborator for the applicant. And as think we set out in our response to the actions from issue specific hearing one when it was action five Q as opposed to hearing note we did, or agenda item five Q so as opposed to hearing note, we just provided a summary of the meetings that took place with between the landscape consultants and Mr. Skelton, and the applicant's position.

00:58:28:27 - 00:58:53:17

Is that the buffer, as it were, that Mr. Skelton's shown in his representations, was not agreed to at those meetings and buffer distances were discussed and the landscape consultants assessed, um the views from the property and the buffer area that's shown on the works plans was considered to be appropriate.

00:58:56:15 - 00:58:58:01

Scotland. Do you have any comments on that?

00:59:00:01 - 00:59:04:19

So I'm a skeleton affected person. Starting with the last comment.

00:59:07:22 - 00:59:38:04

Yeah, the landscape architects have nothing to do with this. Original fields. Two fields behind us being pushed back like you just said, Mr. Cridland. This agreement was made with the Ms.. Browning and Mr. Elvin on the on the first visit, and they were very happy that found a resident who had found

a willing compromise. And that's when the agreement was made. So it's nothing to do with Land Pro at all.

00:59:39:02 - 00:59:48:18

So the cream was made on the original visit. A long time ago. Thank you, Ms.. Project. In terms of the consultation.

00:59:48:20 - 01:00:07:27

Exercise that was undertaken on the Preliminary Environmental Information Report. I don't know if we have that available to us today, but I'm just wondering, was the consultation undertaken on the basis of this field being included? In the is now, or was it undertaken on the basis of what Mr. Skelton seems to imply that it wasn't.

01:00:12:02 - 01:00:12:17

Roger.

01:00:13:24 - 01:00:25:10

Just to clarify, are you asking whether the plans that were included in the preliminary Environmental Information report and statutory consultation showed the layout that's in?

01:00:26:06 - 01:00:56:03

Kind of. I'm just wondering whether whether the any consultation exercise was undertaken. That didn't show this land. So from Mr. Skelton's point of view, he seems to be suggesting that his understanding of it early on was that this land wasn't included on the basis that he'd reached an agreement with the applicant. And I'm just wondering whether that that was the case was a consultation exercise undertaken on that basis. At any point were any plans provided that showed that this land was not included in the proposal?

01:00:57:09 - 01:01:01:06

Collaborate with the applicant. Don't believe so, but we would need to get back in check. Plan.

01:01:02:03 - 01:01:03:27

Has his hand up so, Mr. Skelton.

01:01:05:15 - 01:01:50:20

Simon Skelton, painter person. Now the talk about the castle behind our house, obviously at the moment, that was always that full parcel. The original outset of the consultation. And then when even Dave came out, said that, you know, I'm obviously gutted. To be totally encircled by it. But if at least you can move back to the hedgerow, which is I think that's 156 and 155 back to where the original hedgerow would have been many years ago, and the land falls away and gives a certain amount of natural mitigation then.

01:01:51:12 - 01:01:52:08

Would be.

01:01:53:29 - 01:02:19:06

Very grateful and they were very grateful back, saying they'd met somebody who was willing to compromise and not just tell them to do one and, and, and totally gone back on the promise. So that's where I am with that one. And like I said in my statement, they've got thousands of acres to play with and don't think it's much to ask. Thank you.

01:02:19:26 - 01:02:30:06

Mr. Skelton. In terms of the impact that this particular panels in that particular field have on your interests and your use of your land. I wonder if you could explain that to us, please.

01:02:31:23 - 01:02:42:27

Like some skeleton affected person. Um. Like I've said in various representations. Our ten acre farm is mainly a wildlife.

01:02:45:18 - 01:03:17:10

Reserve. That woodland behind our house, which we've extended and improved, is an important amenity for us, not just as a windbreak or screening. We actually use the woodland and to look out. Virtually straight onto a 15 foot wall. Solar panels would totally degrade it. And the ward is obviously deciduous. It's transparent in in the winter. It does have a lot of trees in it which unfortunately ash dieback.

01:03:17:12 - 01:03:48:00

So it's not. It's not effective mitigation. It spoil. But she was a mainstay and the land falls away from the boundary. I expected them. We agreed with. So the fact that the landfill is away, the solar panels are actually have less impact, which would be it's it's immediate mitigation. You don't have to wait for a hedge to grow. It would be semi mitigation from day one.

01:03:48:11 - 01:04:07:10

And that's what was agreed. And then that should be adhered to. Um solar panels just behind like say much used woodland is just not acceptable in the scheme of the amount of land the applicant has. And like you say, it was agreed.

01:04:08:03 - 01:04:14:08

It's almost as if I understand correctly. It's the visual impact from your property that you're concerned with, notwithstanding the woodland in between.

01:04:14:22 - 01:04:38:21

Def definitely the visual, visual visual impact. And like I say, it is a much used emotional demeanor today. And you know it. It's not just, well it is. It's all linked to visual, but it's your well-being. The fact that that is, in effect, being degraded to such an extent that I won't go in there again because I don't look at solar panels that close.

01:04:40:15 - 01:04:43:14

Thank you, Mr. Skelton. Is there anything else you'd like to draw our attention to?

01:04:43:28 - 01:05:20:10

Um. We tracked the track. Use that track is. It solely serves our property and the farmland. It gets very little use from us and the postman and the occasional tractor. It is locked at night. When we go away down at the bottom, which I would imagine cannot continue to happen because construction and security staff when, if and when this thing gets built would need would think access.

01:05:20:21 - 01:05:31:09

So we would lose all that security that we've enjoyed for 20 years. Um, so that is very important for our well-being also.

01:05:32:24 - 01:05:34:00

Thank you, Mr. Skelton. You.

01:05:35:11 - 01:05:36:01

The project.

01:05:36:15 - 01:05:37:12

Do you have any comments you'd like to.

01:05:37:14 - 01:05:38:00

Come back on?

01:05:43:06 - 01:06:18:25

Project for the applicant. In terms of this specific. Obviously we mentioned before about that. We will provide details of the figures during construction of traffic transport movements to you have an understanding of the anticipated daily movements that would be using the track and when those are likely to occur operationally, very few vehicles will use the track. As we've mentioned in the scheme description, it is only occasional maintenance vehicles that would need to utilize the access track.

01:06:19:15 - 01:06:51:19

However, the point I did want to pick up on was in relation to the security measures, and that is something that the applicant will take away to consider to see whether there's anything that can be added to the outline construction traffic management plan in terms of ensuring security. I think Mr. Skelton mentioned particularly overnight, in terms of preventing other people from being able to access. And track, which is currently subject to those security, seem, as Mr.

01:06:51:21 - 01:07:11:05

Skelton mentioned, the the existing landowner who the applicant has an agreement with would also have a key. Prescient gate as they use that access. So we will take that point away to consider whether any additional wording can be added to give comfort in relation to that security point language project.

01:07:11:07 - 01:07:25:17

I wonder if perhaps you could also take away the other point that Mr. Skelton has made in terms of where the boundary currently sits, and whether there's any potential for moving that boundary further back. I think that's one of the key concerns Mr. Skelton has, and that might be something that you wish to consider as well.

01:07:27:01 - 01:07:35:24

Claire Atkins, and we can provide a landscape and visual point rather than a compulsory acquisition.

01:07:35:26 - 01:07:36:17

I do appreciate.

01:07:36:22 - 01:07:47:05

That we can provide. I think there is already a response on that point, but we will double check and provide the cross reference if there is and if there isn't, then we will provide a response.

01:07:47:10 - 01:07:53:12

I suppose my point is whether or not you consider further additional mitigation might help in this scenario.

01:07:56:25 - 01:08:03:19

The applicant's position is that the mitigation that's being proposed is appropriate and proportionate for the impacts.

01:08:03:21 - 01:08:07:18

Understandable. I'm asking whether or not you could give further consideration to that.

01:08:13:03 - 01:08:15:24

Collaboratively. Yes. We can give it further thought. Thank you very much.

01:08:20:10 - 01:08:35:07

And next up we have Mr. and Mrs. Hill's plots and Ms.. To understand from what you've said this morning you'll be speaking for Mr. and Mrs. Hill on this point. If understood correctly we're looking at plot numbers 12, 9 and 1218.

01:08:38:11 - 01:08:47:18

Please stop speaking on behalf of Mr. and Ms.. Hill. Yes I believe so. That's correct. It's sort of a pinch point at which all the cable routes come together.

01:08:47:23 - 01:08:55:06

Sorry, Miss Cabot, could you with that microphone a little bit closer to you, because I couldn't quite hear you. It might be my hearing. I don't know if no one else seems to be in it.

01:08:56:03 - 01:09:28:07

Is that better? Yeah. Okay. Um. Thank you, sir. It's just a synopsis I'd wish to read, if possible, from Mr. Hill of their concerns regarding the proposals. Um, if you bear with me on that, um, Mr. and Ms.. Hill are owners of the agricultural land, which is situated in open countryside west of the A1 five six High Street. Martin. As mentioned, it's the point at which the cable routes for the schemes come together. Um, the background situation is that Mr.

01:09:28:09 - 01:09:58:07

Hill had long held plans to develop an agricultural business, and they bought the 15 acre field, um, to realise his long held dreams. And they also bought a further, so bought a further 23 acre field, um, in tandem to help develop their agricultural business. And Mr. Hill is a fifth generation of his family to live in the village and wants to remain and grow the family business for the future and future generations.

01:09:58:24 - 01:10:30:14

The land currently has a crop of sugar beet in it, which will grow to which will go to the British, um sugar factory at Newark. This is a much needed crop. During last year's weather conditions, the sugar beet crop across Europe was impacted. Locally grown food is obviously needed by us all. Mr. Hill has worked this land to bring it back into food production. Prior to Mr. Hill's ownership, the land was not utilised for approximately ten year period.

01:10:31:04 - 01:11:09:06

Therefore, Mr. Mrs. Hill's agricultural business is a viable and growing business. Moving forward, they want to develop it and further the business. Um, along these lines, um, to this extent, Mr. Hill sought planning permission. The erection of two agricultural storage buildings, alongside the access to this field to house machinery and equipment. These buildings each have a footprint of 64m<sup>2</sup> together with a permeable hardstanding. The planning permission was granted in January 2023 by Western District Council, and prior to this, Mr.

01:11:09:08 - 01:11:42:20

Hill and Ms. Hill met with the applicant's representatives on site. [REDACTED]

[REDACTED]

They've also been repeatedly told by the applicant's representatives that land in question will be compulsory purchased. West Lindsey District Council received an objection from Pinsent Masons regarding Mr. Hill's planning application, in which they wrote that they met Mr.

01:11:42:22 - 01:12:17:12

Hill's side and that is such. They would, um, they wouldn't seek an extension of time to his planning application. However, Mr. Hill didn't agree this. They then had to write the case off to say that's not the case, and he didn't want an extension of time.

Notwithstanding, Mr. and Ms.. Hill have endeavoured to engage in dialogue with the applicant's representatives, and to that extent have offered a way or lease of their land by way of accommodating the applicants needs.

01:12:18:04 - 01:12:40:04

However, Mr. Hill has been told by the applicant that they are only seeking an easement only. It appears to Mr. and Ms. Hill if a proposed development is indeed temporary, albeit 60 years and a legal lease agreement would suffice. Mr.. Ms. are unsure why the applicant needs a permanent easement agreement.

01:12:41:20 - 01:13:12:03

At the gate. Burton Solar project representatives are now considering offering a lease agreement to Mr. and Ms. Hill in correspondence dated 31st of October this year. Therefore Mr. and Ms.. Hill request the applicant does the same. This will enable them to have a long have some long term surety that land in question is returned to their ownership. In addition, Mr. Mitchell intend, with the appropriate planning, permission, to apply for other agricultural buildings to develop their local business.

01:13:12:20 - 01:13:47:07

The presence and extents of the cabling for all four and CIP projects will, in reality, prevent them from carrying out their agricultural business plans and use of the land. But finally it is understood that to which solar are seeking use an alternative field adjacent to Mr. and Ms. Hills. Therefore, they ask why this applicant cannot also do the same. So there does seem to be an alternative piece of land there. Mr.. Ms.. Hill do not want compensation. They want their land and the use of that and the enjoyment of that for their themselves and future generations and develop their own projects.

01:13:47:09 - 01:13:59:19

And they also believe that their human rights have been affected and that there is no compelling case in regard to public interest. Thank you. If you have further questions that might be happy to answer them on their on their behalf.

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

Thank you, Miss Garbutt. If understand what you've just said correctly. Um.

01:14:04:27 - 01:14:14:00

The starting point for Mr. and Mrs. Hill is that they prefer the cabling not to be in their land, but if it's going in their land, they prefer a lease agreement rather than a permanent easement. Is that right?

01:14:14:17 - 01:14:16:03

Yes. That's correct. Yes.

01:14:16:21 - 01:14:17:09

This project.

01:14:19:12 - 01:15:04:06

I just before we come on to that last point, and I just wanted to address some of the statements that were made earlier. Um, the route of the cable through this area has formed part of the pre-application process. Mr. Hill acquired the land during during that process. And that is why the applicant, together with the Gate Burton project, um, made a written submission in relation to the planning process for

the agricultural barns that were being proposed on the basis that that land was currently proposed as being the cable route for nationally significant infrastructure projects.

01:15:04:08 - 01:15:40:00

And we would strongly resist any assertions that submitting such a written representation was unduly influencing the planning process. It's entirely common and appropriate where you are proposing to put a national infrastructure project through an area of land that has another proposal in the system to make representations on that point, and. The applicant would also reject assertions relating to being in any way intimidating or any other kind of inappropriate behavior.

01:15:40:02 - 01:16:01:04

Conversations were had with Mr. Hill a number of meetings. Mr. Hill then requested that the applicant and the Gate Burton project didn't contact him any further, and so attempts were reduced and letters were written obviously in accordance with the statutory processes for those projects. And since then, there has been

01:16:03:00 - 01:16:39:27

a number of meetings and a significant amount of work undertaken to see whether an alternative route could be used in this location, and that was suitable for an environmental, technical and land use perspective on the basis that could we find another route that didn't wouldn't result in the use of compulsory acquisition powers because another landowner to the north or south, for example, would be willing to enter into a voluntary agreement. And a more detailed report on that has been submitted into the Burton examination.

01:16:40:17 - 01:16:56:26

And my understanding is that the same level of information can be put in at the next deadline, albeit that that's based on on work that's been undertaken by their environmental consultants, but as part of a kind of joint conversations that have been ongoing.

01:16:57:09 - 01:17:05:09

So long, this project, it's tailored for this examination and we're not having information just listed and put in from other examinations.

01:17:06:05 - 01:17:39:18

Of the applicant. It's purely in relation to route optionality in relation to Mr. Hills land. The conclusions of that were that there was no preferable location that wouldn't involve the use of compulsory acquisition powers. In addition, information has been provided to Mr. Hill to show that the cables can be configured that would enable him to build the agricultural bonds that he has planning permission for, and therefore there isn't a sterilisation, the development that currently has planning permission.

01:17:40:22 - 01:18:10:11

In terms of the. Point relating to a subsoil lease or an easement, and the easements that are being proposed are for a term of years. In any event, my understanding Mr. can provide some more detail is that discussions have taken place with Mr. Hill about the length of the term of that easement. So it's not a permanent easement. And

01:18:11:29 - 01:18:45:01

Mr. Hill has requested a use of a subsoil lease as a pit or a leave, as opposed to an easement, albeit the applicant's position is that the the nature of the rights that are required would be similar, regardless of whether it was a lease or an easement for a term of years, and the applicant's preference is generally to have consistency in terms of the agreements for the entirety of the cable route. However, we note that the Gate Burton project is considering and.



01:18:46:14 - 01:19:22:22

The the use of a subsoil lease. My understanding is that they put forward some terms for a lease, but those were rejected by Mr. Hill. Although it's not a matter for this examination, the main issue is, is actually the sum, the consideration that's required for this and the proposals put forward by Mr. Hill. The sums of money that he would like, both as a one off payment and an annual payment, far exceed sums of money that are being paid elsewhere on the cable route by some 2025 times more is being paid.

01:19:22:24 - 01:19:41:11

So at the moment the applicant doesn't feel that the parties are sufficiently close in terms of the commercial terms such that it would be likely to reach agreement with Mr. Hill, but negotiations are ongoing and the applicant remains willing to enter into an agreement on reasonable terms.

01:19:42:03 - 01:20:01:03

Thank you, Mr. Broderick. I suppose my only comment would be that I appreciate that the applicant would like to have similar agreements across the board. I'm sure Mr. Hill would as well, if there is any movement in the parties, and it can be aligned so that everyone is happy, that would be obviously beneficial for everyone involved. Ms.. Do you have anything else that you'd like to say on behalf of Mr. and Mrs. Hill?

01:20:02:21 - 01:20:33:02

Yes. Thank you sir. Let's go a bit for Mr. Mishel. Just picking up on a few points. Ms.. Broderick mentioned about the applicant having a right to object in terms of planning. Of course, our rights. Not that we were not opposed to that or Mr. Myhill. Mr.. Mr. Hill aren't opposed to the right to object. It's just in the manner in which the occurrence happened in that they Pinsent Mason insinuated that Mr. Hill accepted with them on site that he agreed to extend the term on time of his planning application. That wasn't the case.

01:20:33:04 - 01:21:05:14

They represented that to the council, and Mr. Hill then had to write to correct that. So that's the first thing. And secondly, Ms.. Broderick also mentioned that Mr. Hill stopped conversing with them. They think we've mentioned to the case team, which you may be aware, sir, Mr.. Miss Hill suffered a family bereavement and as such were unable to. And they did explain that to the applicant. So it's wrong to suggest that they stop communicating. They explain that it wasn't possible during that time.

01:21:06:17 - 01:21:42:07

And thirdly, they wish to develop their agricultural business. It's not just the barns at the present that they have planning permission for. There's further buildings that they wish to do, and it will be a local agricultural farming business that will benefit the community. They're open. They're hoping to have a local farm shop produce the land that the food their on site, the food miles will be be a real local asset. So there's many plans there to develop that land. So it's not just what the applicant's referring to at the moment.

01:21:42:25 - 01:22:15:02

And I think that's mainly it. But in terms of compensation and monies. Mr.. Mrs. Hill do not want any compensation. They want to retain their land now and in the future. That's their main basis. And they have offered a lease as a way of accommodating the applicant. And that's their only option that they wish to consider. And if it's supposed to be a temporary scheme, albeit 60 years, and it seems to the Hill that easement is more of a permanent

01:22:16:27 - 01:22:23:10

agreement, and therefore they're not wishing to enter into that, as I understand it. Thank you.

01:22:23:22 - 01:22:33:03

Thank you, Miss Garwood. In terms of the planning process, I'm not sure that's something for this examination. And whether or not what was said, by whom and when isn't really something that will affect our consideration of this.

01:22:37:26 - 01:22:51:07

I think if I understand correctly, the current discussions around lease and easement are time limited. And so I'm not sure think. Ms.. Broderick, you said a permanent easement isn't being sought and it will be limited in terms of time. Is that correct?

01:23:00:22 - 01:23:14:21

Joe Russia. Britain's negotiations, these terms and the terms of the easement are fixed to, I believe, 60 years that has been explained.

01:23:15:02 - 01:23:23:05

And that would be the same, presumably for any government for the least being proposed by Mr. and Mrs. Hill. That would be a term of six years as well. So it's the.

01:23:24:27 - 01:23:30:01

The type of agreement as opposed to the term that's an issue. Is that correct?

01:23:30:11 - 01:23:35:28

I believe so. So obviously I have to learn that maybe in writing, but believe that's the case. Yes.

01:23:36:14 - 01:23:39:27

Thank you. The verdict. Anything you'd like to come back on there?

01:23:58:27 - 01:24:30:22

Thank you for the applicant. And guess obviously we've mentioned that we have looked at alternatives and we'll provide further information on that. But obviously Scarlett mentioned all the plans that Mr. Hill has for this land. What I would say is that when he bought the land, it was in the public domain that this land was proposed for both the Gate Burton and the Cottam solar project. And so he did buy the land with full knowledge of the fact that the cables were proposed in this area.

01:24:30:24 - 01:25:07:23

It's a very narrow routing options through this area. And we would say that the public benefits of the scheme outweigh any loss of development, future development that may or may not be possible. Mr. Hills Land obviously mentioned that the development has current planning permission for can be facilitated and the two can co-exist. We don't have any information in relation to future development plans or how realistic they are, but we would say that the need for the scheme in this particular scheme, and in addition to the Gate Burton Energy project, would outweigh the loss of development in this location.

01:25:07:25 - 01:25:08:10

Thank you.

01:25:09:01 - 01:25:29:04

Thank you, Mr. Broderick. Ms.. And just picking up on the point Ms.. Project just made in terms of how advanced these plans are, I don't think we have any detail on Mr.. Mrs. Hill's plans or, for example, a business plan or anything in relation to their alternative proposed uses of that land at this point, do we?

01:25:30:14 - 01:25:41:20

This, Mr.. Mrs. Hill? That's correct. You don't have anything, sir, but believe they do have business plans. I'm not a party to those, but certainly can ask them to maybe pass that information. I'm not.

01:25:41:22 - 01:25:46:29

Invited. I'm not inviting them. I just want to be clear. Just wanted to make sure that I haven't missed them somewhere in the examination.

01:25:47:13 - 01:26:25:16

So I'm believe they do have. Yes. And along those lines, um, they feel no longer competent to invest in the business and therefore it's holding their business plans back because of these developments that are being proposed. So it is affecting what they want to do. And just going picking up on a previous just the point of Ms.. Broderick, sir. Um, Mr. and Mrs. Hill, um, purchased the land at auction and there were no details in relation to the cable route in the legal pack or in the solicitors searches to inform them of these potential proposals.

01:26:25:18 - 01:26:29:29

So they had no knowledge, prior knowledge when they bought the land of these schemes.

01:26:30:01 - 01:26:38:21

Proposed schemes appreciate that much, but I don't think that's really an issue for the applicant. It's probably more of an issue for, um, that process itself.

01:26:38:26 - 01:26:39:19

Yes. Understood.

01:26:39:21 - 01:26:44:18

Just just make that point. I don't think it's for the applicant to be involved in those kind of no.

01:26:44:21 - 01:26:53:18

Understand, but the applicant's inferring that they should have been aware. But when they purchased it, they were not aware. So that's just wanted to make that point. Yes. Thank you.

01:26:54:13 - 01:26:59:24

Thank you very much. Is there anything else, Miss Broderick, that you'd like to? Say on this. Before we move on.

01:27:12:17 - 01:27:43:20

Clairvoyant at the applicant. The only final point that we would mention in this hearing is that at the moment, Mr. Hill doesn't have a land agent representing him or a solicitor. The applicant has offered to pay the costs of those, and it's our understanding that would be helpful in terms of understanding the process and also potentially the differences between an easement for a term of years and a subsoil lease for a term of years as well. And we would just reiterate that the applicant remains willing to do so. And we feel that would be to Mr.

01:27:43:22 - 01:28:01:00

Hill's advantage, so that he can understand both the process, but also in terms of some of the points that have been raised today about future development plans and potential for compensation associated with that. So he does it would be useful thing for him to obtain some advice. And on those points, he.

01:28:01:26 - 01:28:23:12

Was just coming back on that point. I just wanted to make make you aware that the applicants offered to pay would obviously not impact on the legal advice that he gives, just because they're paying for it.

Then any solicitor that was engaged would have to provide independent advice to Mr. and Mrs. Hill, so he may wish to take up that offer if he chooses.

01:28:25:13 - 01:28:36:11

Let's go with Mr. Mishel. Mr. Hill is in. Inform me that he believes that the land agent that the applicant would be employing would not be impartial.

01:28:36:19 - 01:28:55:03

No, no. And think that was the point that was coming to it. You're not suggesting that he'd use your land agent. He could choose a land agent of his own, and they would just pay the bill for it so he'd have independent legal advice or land advice, but it wouldn't be at his own cost, I think is what the offer is being made by that.

01:28:55:10 - 01:29:02:05

Possibly pass it on to Mr. Hill, but he's been under the impression that they wouldn't wouldn't be impartial. Yes.

01:29:02:07 - 01:29:07:18

I mean, think they'd have to be impartial. From what I understand that that's the offer on the table.

01:29:08:10 - 01:29:15:09

That the applicant. Yes, that's correct. It would be impartial advice relating to the negotiation of the document.

01:29:15:13 - 01:29:16:09

He could choose his own.

01:29:16:21 - 01:29:36:23

Yes, he can choose his own. There are, as mentioned earlier, there are a number of local law firms who are acting for a number of landowners who are obviously familiar with the project. So he is free to choose them or a completely different firm of solicitors. But the reasonable costs associated with that are covered, as they are for all of the landowners who are negotiating with.

01:29:37:14 - 01:29:38:26

Thank you, Mr. Broderick, and presumably.

01:29:40:12 - 01:29:49:25

Mr.. Mr.. Hill Mr.. And Mrs.. Hill would be free to take that advice on board and act on it or not as they see fit. It wouldn't compromise their ability to do so.

01:29:50:25 - 01:30:11:17

Yes, Mr. Mitchell. Certainly. I'll pass on that information. But no, he was very skeptical about them being impartial, so obviously I'll pass that on. He does feel as if he's been pressurised a little bit by the applicant to use a land agent. So yeah, he wasn't keen to do that, but I'll pass that offer on. Thank you.

01:30:12:01 - 01:30:33:18

Thank you very much. And we're coming up to 90 minutes and think my colleague Mr. Henley said that we're probably breaking around this time. So shall we take a short break of about ten minutes and then we come back. We'll hear from aviation and light and drive in centre. Thank you. It's now 230 and the compulsory acquisition hearing is adjourned until 240. Thank you.