



# Triton Knoll Offshore Wind Farm Limited Triton Knoll Electrical System

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**Appendix 11: Written  
Representation Response to 67  
landowners / occupiers  
(Lincolnshire Association of  
Agricultural Valuers)**

**Date: October 2015**

**Appendix 11 of the Applicant's  
Response to Deadline 2**

Triton Knoll Offshore Wind Farm Limited

## Triton Knoll Electrical System

Appendix 11: Written Representation Response to 67 landowners / occupiers (Lincolnshire Association of Agricultural Valuers)

Appendix 11 of the Applicant's Response to Deadline 2

Date: October 2015

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## 1. 67 landowners / occupiers (Lincolnshire Association of Agricultural Valuers)

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1.1 Giles Johnston and other members of the Lincolnshire Association of Agricultural Valuers submitted a Written Representation on behalf of a number of landowners for Deadline 1 (05 October 2015). The representation raised a number of issues regarding their clients' landholdings and potential impacts arising from the proposed development, structured into the following categories:

1. Details of landowners
2. Drainage
3. Consultation and engagement
4. Timing of works
5. Location of chambers
6. Compulsory acquisition
7. Request to attend hearings
8. Summary
9. Appendices

1.2 The Applicant's response to the matters raised in each of the categories is below, and broadly follows the structure of the questions posed within the Representation.

### 1) Details of landowners

1.3 The Applicant notes the details of landowners presented in the Representation.

### 2) Drainage

1.4 The Applicant recognises that the issue of land drainage is of great importance to landowners and is a topic which has been brought to the Applicant's attention through the various rounds of non-statutory and statutory consultation with landowners and other stakeholders as well as through discussions with landowners and their representatives and landowner organisations such as the National Farmers' Union.

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- 1.5 The Consultation Report (document reference 5.1) details the extensive non-statutory and statutory consultations undertaken with landowners and other stakeholders, and the changes made to the proposed development as a result of those consultations. With regards to landowners particularly, attention is drawn to:
- a) Section 2, Non Statutory Consultation commencing prior to s42/s47 consultation, which includes
    - i. A subsection entitled '*The Alternatives Consultation*' - a consultation on shortlisted sites for the above ground infrastructure and associated cable corridors, which included 7 public exhibitions attended by 888 visitors;
    - ii. A subsection entitled '*2014 public, landowner and Parish Council consultations*'. This subsection includes an explanation of the '*Onshore cable route consultation*', which was an iterative process of onshore cable route alignment; and the '*Landowner Consultations*' which was a process of information sharing with landowners, including 2 landowner-specific exhibitions.
  - b) Section 5, Community Consultation under section 47, which includes 6 public exhibitions attended by 293 people;
  - c) Section 7, Land Interest Consultation (including consultation under s42), which explains the consultation carried out under the provisions of the Planning Act 2008, including 6 rounds of land interest consultation.
- 1.6 Recognising the importance of this issue, the Applicant consulted with Land Drainage Services, a local specialist drainage contractor as part of the 2014 Cable Route Consultation.
- 1.7 The Applicant notes that the Written Representation by Giles Johnston *et al* contains two reports as appendices; one authored by a land drainage contractor on the subject of land drainage (referred to in the Representation as Appendix 2), and one authored by a rural land agent on soils and land drainage (referred to in the Representation as Appendix 3). The Applicant's comments on these two reports are made later in this response.
- 1.8 The Applicant's responses to Questions **SE 1.11** and **SE 1.12** of the ExA's First Written Questions address concerns with regards to land drainage. In summary:
- The Applicant considers that the application documents (including Appendix 5 to the *Outline Code of Construction Practice (CoCP)*, *Outline Soil Management*
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*Plan* (SMP) (document reference 8.7.5); Appendix 1 to the *Outline CoCP*, *Outline Construction Method Statement* (CMS) (document reference 8.7.1); and Volume 3, Chapter 1, *Onshore Project Description* of the ES (document reference 6.2.3.1)) illustrate how potential impacts on land drainage have been addressed in the design of the onshore cable route;

- The Applicant's proposal to landowners for private treaty agreements includes offers to:
  - reinstate drainage systems to the landowner's reasonable satisfaction ensuring that the drainage system is put back in a condition that is at least as effective as the previous condition;
  - adhere to best practice for field drainage installations when restoring drainage;
  - take into account site specific conditions;
  - consult with the landowner, prior to the installation of the cables, on the design of any land drainage works required, both pre- and post-installation; and
  - employ a suitably qualified drainage consultant to act as an independent drainage expert prior to the installation of the cables.

1.9 In addition, the Applicant has submitted a clarification paper in relation to land drainage as Appendix 26.

1.10 The Applicant has sought to ensure that the most suitable approach to land drainage for each specific location can be put in place once the detailed design of the onshore electrical infrastructure has been settled during the pre-construction phase, rather than attempting to design drainage schemes for each land parcel before detailed design is settled. The latter approach would have resulted in schemes being designed that would need to be revisited, and in all likelihood substantially reworked, once the detailed cable design had been undertaken.

1.11 The land agents included in the Representation appear unwilling to accept the principle that drainage design should take place once the detailed design of the onshore electrical infrastructure has been settled during the pre-construction phase. Instead, the Written Representation proposes that detailed drainage designs are submitted to landowners prior to the agreement of Heads of Terms for private treaty agreements ("HoTs"). For the reasons given in the land drainage clarification paper referred to above, such a requirement is neither reasonable nor practical.

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- 1.12 The Applicant has included in the HoTs a request that landowners provide drainage plans, where available, to the Applicant prior to installation of the cables, to benefit the design of site-specific drainage reinstatement tailored to the individual requirements of each field.
- 1.13 The Applicant disagrees with the assertion at paragraph 12 that *“it may be necessary for [the Applicant] to carry out works outside of the scheme’s red-line boundary...”*
- 1.14 The Applicant notes that the Representation proposes that the Development Consent Order (DCO) contains a requirement for a drainage strategy for each affected land parcel to be approved by the local planning authority (LPA) prior to the commencement of works. The Applicant is concerned that any such requirement could introduce considerable delays to the project programme if every land parcel required approval. Instead, the Applicant would be willing to explore the potential for drawing up a set of principles for land drainage reinstatement with landowners’ representatives, which could form the basis of future reinstatement without the need for the detailed design of the cable easement to have been settled first.

### 3) Consultation and engagement

- 1.15 The Applicant is disappointed that the Representation ignores the extensive consultation which the Applicant has undertaken with landowners for the proposed development and has instead made an assertion that engagement has not been constructive or proactive, which the Applicant refutes.
- 1.16 The Applicant’s response to Question **CA 1.3** of the ExA’s First Written Questions, including appendices, demonstrates that the Applicant’s liaison regarding the project proposals has been proactive and comprehensive. The response to **CA 1.3** provides a summary of the key stages of contact between the Applicant and affected parties, and also goes into specific details for a number of the landowners by way of providing examples of the efforts made in relation to consultation and engagement activities.
- 1.17 The Applicant has included occupiers in consultation about the proposed development, contrary to the assertion by the Representation. The Consultation Report (document reference 5.1) details the extensive non-statutory and statutory consultations undertaken with persons with an interest in land. The Applicant has sought to acquire land and rights in land, from those persons able to grant such rights, being the freeholders. HoTs have therefore been provided to freeholders, rather than occupiers. However, the Applicant has not sought to exclude occupiers from the development process but rather, has provided every opportunity for occupiers to be involved and consulted. The Applicant last wrote to those occupiers who do not otherwise have a freehold interest in land affected by the proposed development in September 2015, to

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keep them up to date with the proposals and to inform them about discussions with their landlord.

- 1.18 Since the HoTs were issued in December 2014, the Applicant has offered meetings to all those which it is seeking an agreement with. A large number of affected landowners and representatives have taken up that offer. The Applicant's response to Question **CA 1.3** provides further evidence of the engagement with landowners. Face to face meetings have taken place with agents making the Representation.
- 1.19 The Applicant has employed a firm of Chartered Surveyors (Arden Management Ltd), which has considerable experience of negotiating land rights for linear infrastructure schemes, to assist the Applicant with liaising with landowners for private treaty agreements. The Applicant is satisfied that the team at Arden has the necessary experience, knowledge and understanding of landowner issues to undertake negotiations on the Applicant's behalf.
- 1.20 The Applicant has given landowners undertakings to meet their reasonable professional costs incurred in negotiating HoTs. The Applicant has sought to limit those costs to a reasonable level in order to prudently manage Project expenditure. However, the Applicant has also clarified that where HoTs discussions are proceeding in a mutually-positive direction, the Applicant would review the limit on fees in individual cases to ensure that landowners are not financially disadvantaged in obtaining professional advice in connection with the proposal for private treaty agreements.
- 1.21 The Applicant notes that reference is made in the Representation to 'Ryde's Scale' for the payment of professional costs. (In 1855, Edward Ryde introduced a scale of surveyors' fees in respect of property taken under compulsory powers). The Applicant does not consider Ryde's to be an appropriate method of reimbursement, and notes that the scale was abandoned by the Office of the Deputy Prime Minister (now the Department for Communities and Local Government) in July 2002 in respect of property taken under compulsory powers. The usual basis for dealing with fees of professionals involved in the assessment of compulsory purchase compensation is '*quantum meruit*': an hourly rate reflecting the complexity and particular requirements of each case.
- 1.22 In common with other projects of this nature, the Applicant has made clear from the outset that it will not meet the cost of landowners engaging professional advice for the purposes of objecting to the proposed development. Contrary to the Representation, the Applicant has not issued an ultimatum to landowners in respect of reimbursement of professional fees in connection with the HoTs.
- 1.23 Based on previous experience of the Applicant of large collective meetings being dominated by a minority of forceful personalities, the Applicant declined the offer of a
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collective meeting with land agents, offering instead to meet individually with landowner's representatives to discuss details particular to each landowner. The Applicant is keen to understand specific issues relating to individuals; it believes that this is best dealt with through smaller meetings where a representative can discuss their specific client's needs. A number of land agents have taken up offers of individual meetings.

- 1.24 Draft HoTs for the proposed development were issued to affected landowners and/ or land agents (where appointed) in December 2014. The HoTs outlined the financial offer of payment for an easement in respect of the cable route (to be calculated as a percentage of land value, with land value to be agreed between the parties); together with financial offers in respect of an option fee, temporary compound rental (where relevant) and inspection chamber payments.
- 1.25 To date, over 100 parties have entered into discussions with the Applicant over the HoTs, either directly or through their representative. In a number of cases negotiations have progressed to matters of detail, either through multiple meetings; through correspondence by email, phone or letter; or a combination thereof. The Applicant has sought where reasonably practicable to take on board points raised by landowners, and has therefore made revisions to a number of the original terms in the HoTs, including those relating to financial offers, drainage, indexing of payments, crop loss compensation and disturbance, professional costs, reinstatement, link box locations and liability. A revised set of HoTs with terms that are common to all parties was issued in September 2015, which reflect the updated position of the Applicant following negotiations with landowners. In addition, bespoke revisions have been negotiated with a number of landowners as negotiations have progressed.
- 1.26 The Applicant is aware of anecdotal information for another project in the region which has applied a flat rate for the whole cable easement route, rather than offering individually tailored proposals for individual landholdings as the Applicant has done. However, the Applicant has not had visibility of other agreements to which it is not a party, so is unable to comment further. It should be acknowledged that different offshore wind projects will have different commercial, programme and technical criteria driving the delivery of the project and are not directly comparable.
- 1.27 By their very nature, Heads of Terms are a statement of agreement of the principle matters which are agreed between the parties and which are to be incorporated into the associated private treaty documents. The Applicant therefore believes that additional Statements of Common Ground ("SoCG") with those with an interest in land would be a duplication of the discussions over the HoTs. Nevertheless, the Applicant is happy to explore the scope of a SoCG covering general project-wide principles with landowners' representatives and has recently met with the National Farmers' Union to discuss this.
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- 1.28 It is not uncommon for complex, linear projects such as the proposed development to seek compulsory powers of acquisition in parallel with the progression of private treaty agreements.

#### **4) Timing of works**

- 1.29 The Applicant's response to Question **EOn 1.27** addresses onshore construction timescales, sequencing and impact on individual landholdings.

#### **5) Location of chambers**

- 1.30 The Applicant's response to Question **SE 1.12** confirms that the Applicant shares a common interest with landowners to locate joint pits at field boundaries.

#### **6) Compulsory acquisition**

- 1.31 The Statement of Reasons (document reference 4.1) explains the Applicant's justification for the inclusion of compulsory acquisition powers in the draft DCO and explains why, in the Applicant's opinion, there is a compelling case in the public interest for the making of the DCO with the inclusion of those compulsory acquisition powers so as to secure the outstanding land interests required to enable the proposed development to proceed.

##### **Duration of rights to be acquired**

- 1.32 As noted at paragraph 43 of the Written Representation, the ExA raised a question (Question **CA 1.5**) in its First Written Questions regarding the need for a permanent easement as opposed to a time-limited power, such as a lease. The Applicant's response to Question **CA 1.5** explains why a permanent easement is necessary and is summarised below.
- 1.33 Section 11 of the Statement of Reasons (document reference 4.1) acknowledges that the Secretary of State must be satisfied that the land to be acquired is no more than is reasonably necessary and is proportionate, and that the Applicant must demonstrate that the proposed interference with the rights of those with an interest in the land is for a legitimate purpose and is necessary and proportionate.
- 1.34 The Applicant is taking a proportionate approach to compulsory acquisition, and rather than seeking to acquire the freehold of all of the land required for the installation and maintenance of the cables, is seeking to acquire permanent rights (an easement) over the relevant land and to impose 'restrictive covenants' to prevent interference with/damage to the cables and thus any associated injury to members of the public.
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- 1.35 A number of Relevant and Written Representations have suggested that the proposed development is time-limited that the Applicant should therefore be seeking a lease for a fixed term as opposed to a permanent easement. It should be noted however, that the offshore array the proposed development it required to connect to the grid (consented by the Triton Knoll Offshore Wind Farm Order 2013) is not time-limited, and for this and the following reasons, the Applicant considers a permanent easement to be both appropriate and necessary:
- 1.36 It is beneficial from both an Applicant and landowner perspective for the necessary rights to be put in place from the beginning of operation and not need to be revisited throughout the duration of the proposed development and offshore array - once the rights are obtained and the cable installed, further disruption to landowners will be limited to periods of maintenance, if so required. As leases are time-limited, future discussions would be necessary to 're-grant' them, increasing the administrative burden on all parties. This administrative burden can be avoided by the use of an easement which will endure for the entire duration of the proposed development and offshore array.
- 1.37 As present it is not possible to definitively outline the decommissioning obligations to which the proposed development will be subject as these are likely to change over time and be governed by such legislation in force at the appropriate time. This uncertainty can pose difficulties when seeking to negotiate a lease. In contrast, it is not necessary in the context of an easement to consider the implications of decommissioning.
- 1.38 Upon the termination of a Lease, there will not be any residual obligations on the Applicant (or its successors) to maintain the cable, so posing a risk to the landowners, particularly if legislation at the prevailing time requires the cable to remain in situ. Landowners would be in a stronger position under the terms of an easement as the Applicant's (or its successors') obligations concerning maintenance of the cable will endure. Under the current offshore transmission regime, all responsibility for the transmission assets, which include the onshore cabling, will be transferred to and will remain with the Offshore Transmission Operator (OFTO), an entity regulated and licensed by OFGEM.
- 1.39 Third parties will be in occupation of some land parcels, utilising the surface and using the land in an invasive way through normal agricultural operations. On grant of a lease, vacant possession would need to be given to the Applicant and the relevant third party interests would need to be surrendered so that the occupational interest did not interfere with the rights granted under the lease. This could lead to sterilisation of the use of parts of the cable corridor unless and until such time as the Applicant was able to conclude a contractual relationship with the relevant parties. In contrast, an easement would allow the landowner and relevant third parties to continue to operate on the surface subject to the restrictive covenants which are being sought in order to
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prevent interference with the Applicant's operations. Furthermore, the grant of the easement would not involve any partitioning of the landowner's subterranean interest from the surface ownership.

- 1.40 Whilst the Applicant acknowledges that a lease might be secured by private treaty negotiations, it is not possible to procure a lease by way of compulsory acquisition powers. This would only be possible where a promoter compulsorily acquires the freehold to the cable route then offers to transfer the land back to the former owner subject to the grant of a lease. There is however, no requirement on a landowner to accept such a transfer or the terms of a lease, and even if the landowner was amenable to the approach, it could result in delay to the implementation of the proposed development whilst terms of a lease are negotiated. Furthermore, as explained above, the Applicant does not consider it to be a proportionate approach to land acquisition to seek freehold compulsory purchase powers where a combination of lesser powers are sufficient for the construction and operation of the proposed development.
- 1.41 The Applicant is also seeking to minimise variation of 'type of interests' throughout the cable corridor as this introduces inconsistencies throughout and creates risk to the ability to deliver and operate the proposed development. Complications may arise if leases/ easements are used in a patchwork manner. Where leases are used, a 'rights gap' is possible if lease terms are not entirely consistent (for example, if not commencing on the same day) or leases are prematurely terminated. This is an unacceptable risk to the Applicant and one that the use of easements would eliminate.
- 1.42 The use of an easement is consistent with a number of other consented offshore wind farm projects, such as Gwynt y Mor and Dogger Bank Creyke Beck.
- 1.43 In seeking an easement, the Applicant has taken a consistent and proportionate approach to the acquisition of the rights required to deliver to the proposed development, whether by private treaty or by compulsory acquisition.
- 1.44 For the reasons given above, the Applicant does not consider that a long lease is the least intrusive method of acquiring the rights required for the proposed development. In any event, it is clear from established case law (*Belfields Ltd v Secretary of State for Communities and Local Government* [2007] EWHC 3040 (Admin); *Pascoe v First Secretary of State* [2007] 1 WLR 885) that proportionality of land acquisition need not involve the least intrusive means, provided that the relevant order strikes a fair balance between the public benefits sought and interference with the rights in question.
- 1.45 Nor does the Applicant accept that adopting the "least intrusive" method of acquisition is the appropriate test for the Secretary of State to determine when considering the appropriateness of the compulsory powers sought.
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1.46 Section 122 of the Planning Act 2008 (“2008 Act”) requires that the rights sought must be (a) required for the development to which the development consent relates, or (b) required to facilitate or incidental to that development, and that there must be a compelling case in the public interest for the rights to be acquired compulsorily. The requirement that there must be a compelling case in the public interest (explicitly included in section 122 of the 2008 Act) fairly reflects the necessary balance required under the Human Rights Act 1998 (*Bexley London Borough Council v Secretary of State for the Environment, Transport and the Regions [2001] EWHC Admin 323*), and the Applicant is satisfied that the compulsory acquisition of an easement and restrictive covenants is justified due to the need to tackle climate change, maximise economic opportunities, secure energy supply and new energy infrastructure.

#### **Extent of rights to be acquired - cable corridor width**

1.47 The Applicant is taking a proportionate approach to compulsory acquisition and intends to take temporary possession of a 60m wide construction corridor within the Order limits (in reliance on paragraph (1)(a)(ii) of Article 25 of the draft DCO (document reference 3.1) to enable pre-construction surveys to be carried out, and to enter, construct and install the cables and associated equipment.

1.48 As explained above, the Applicant also requires permanent rights (by way of an easement and restrictive covenants) over the land in which the onshore cables and associated infrastructure is installed, together with rights of access for maintenance.

1.49 At this stage of the project, the Applicant cannot confirm the final width of the permanent easement and restrictive covenant required because the detailed design work has not been undertaken.

1.50 As is common within the industry, the detailed design will be undertaken after the DCO has been made, during the pre-construction phase. This is because undertaking the detailed design during the pre-construction phase facilitates access to the most up-to-date and efficient technologies available to market when procuring the principal contractors to deliver the proposed development. This also allows the appointed principal contractor to influence the final design and therefore provides greater scope to minimise environmental impacts, including land take.

1.51 The final design will also be influenced by the results of the pre-construction surveys to be undertaken in accordance with the Requirements of the DCO. To provide a detailed design prior to consent would therefore be premature and would not be cost efficient. Furthermore, a fixed detailed design at this stage could constrain the ability to deliver the proposed development by prejudicing the ability to overcome as yet undiscovered constraints, some of which could arise during construction.

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1.52 The Applicant will, as part of the detailed design process, seek to minimise the extent of the proposed permanent easement wherever practicable within the Order Limits. Permanent rights will only be sought over the minimum land necessary to protect the proposed development and to ensure access for inspection, maintenance and repair. This approach seeks to ensure that the permanent rights to be acquired are proportionate, and also seeks to mitigate the permanent impacts for landowners.

#### **Extent of rights to be acquired - cable arrangement**

1.53 The Applicant's response to Question **Alt 1.29** of the ExA's First Written Questions explains that the cable circuits are likely to be laid in trefoil arrangement (as set out in paragraph 1.129 and shown on Figures 1-11 of Volume 3, Chapter 1 *Onshore Project Description* of the ES), though it may be necessary for the cables within a single circuit to be laid in a flat formation within each trench. This flexibility is necessary because installation effects can alter the 'rating' of a cable; this is the ability of the cable to carry current (and hence power). The upper limit of the cable rating depends upon a number of factors, including the installation medium (soil conditions, depth etc) and the installation method (flat, trefoil). A cable laid in a flat formation typically has a higher rating than one laid in trefoil. Therefore, due to conditions along the cable route, it may prove necessary to lay the cables in a flat formation, in order that the rating conditions are not exceeded. Whilst the cable circuits may be installed in a trefoil arrangement it is necessary for the Applicant to have the option to lay in flat formation to respond to the particular soil conditions on site.

1.54 The Applicant has commented on consultation and engagement in the previous section and does not repeat that information here.

### **7) Request to attend hearings**

1.55 The Applicant notes the request to attend a compulsory acquisition hearing and an open floor hearing.

### **8) Summary**

1.56 The Applicant asserts that it has given appropriate consideration to land drainage matters, and will continue to do so throughout the evolution of the design of the proposed development; that it has adequately consulted and engaged with persons with an interest in land; and that the rights sought are proportionate and justified.

### **9) Appendices**

#### **Appendix 1 – Details of landholdings**

1.57 The Applicant notes the details of landowners presented in the appendix.

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## Appendix 2 – DMJ Drainage Ltd report on drainage

- 1.58 The Applicant notes the contents of the report and is in agreement with a number of the general principles contained within. However, the Applicant would like to reiterate the point below in connection with specific aspects raised.
- 1.59 The Applicant's proposed Heads of Terms includes an offer to consult with the landowner, prior to the installation of the cables, on the design of any land drainage works required, both for the installation of the cables, and on the design of any land drainage works required for the subsequent restoration of the land. The proposed Heads of Terms also includes an offer to employ a suitably qualified drainage consultant to act as an independent drainage expert prior to the installation of the cables.
- 1.60 The ES generally, including Volume 3, Chapter 5, Land Use, Soils and Agriculture of the ES (Document reference 6.2.3.5) includes impacts on soil resources as part of the assessment, particularly at paragraphs 5.72, 5.73 and Table 5-7. In addition the Applicant has prepared a Weed Control and Soil Protection Clarification Note, which is Appendix 13 of the Applicant's response to Deadline 1.
- 1.61 The rights, and restrictions on activities, which are being sought for the cable corridor are proportionate and will not prevent the existing use of the land from continuing once the installation is complete. As paragraph 5.85 in Volume 3, Chapter 5, Land Use, Soils and Agriculture (Document Reference 6.2.3.5) explains:
- “There will be no permanent land take associated with the operational cable with the exception of the man-hole covers associated with the jointing bay link boxes and a raised area of land associated with the transition joint bays and permanent access track at the landfall.....”*
- 1.62 The Applicant is seeking to mitigate impacts on farm operations where reasonably practicable. For example, as the following application documents explain:
- Paragraph 1.108 in Volume 3, Chapter 1, Onshore Project Description of the ES (Document reference 6.2.3.1) states *“When fencing the route, allowances will be made for private land access, stock crossing and relevant ecological constraints.”*
  - Table 5-7 in Volume 3, Chapter 5, Land Use, Soils and Agriculture (Document Reference 6.2.3.5) states *“Where required, crossing points will be used in suitable places in order that livestock and vehicles can cross the working width. Following the completion of all cable construction works, the land within the working width will be fully reinstated as near as practically possible to its former condition. TKOWFL will discuss with affected parties and secure commercial*

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*terms with them including the loss of any ongoing payments or fines relating to agri-environmental stewardship schemes that may be affected by the permanent land restrictions or any cable maintenance or repair work.”*

- 1.63 The Applicant’s proposed Heads of Terms also contain a commitment to compensate for any damages or losses caused as a direct result of the use of the cable corridor.
- 1.64 The Applicant disagrees with the assertion in Appendix 2 that “effective remedial drainage solutions cannot be fully achieved within the working easement strip”.
- 1.65 Paragraphs 2.32 - 2.39 of the Outline Construction Environmental Management Plan (CEMP) (document reference 8.7.9) set out the hydrology and flood risk management measures with the overarching objective to “*minimise the risk of surface water flooding during the construction phase*”. The Applicant’s response to Question **DCO 1.42** of the ExA’s First Written Questions also addresses the issue of surface water during construction.

#### **Appendix 3 - soils and land drainage**

- 1.66 The ES generally, including Volume 3, Chapter 5, *Land Use, Soils and Agriculture* of the ES (Document reference 6.2.3.5) includes impacts on soil resources as part of the assessment, particularly at paragraphs 5.72, 5.73 and Table 5-7.
- 1.67 In addition the Applicant has prepared a Weed Control and Soil Protection Clarification Note, which is Appendix 13 of the Applicant’s response to Deadline 1.

#### **Appendix 4 – Examples of correspondence**

- 1.68 The Applicant is disappointed to see that a selective approach has been taken to reproducing correspondence between the Applicant and landowners’ representatives, since this does not represent the full picture of engagement. The Applicant would draw attention to the Applicant’s comments in the ‘Consultation and engagement’ section above.
- 1.69 In relation to the letters dated 17th November 2014 (included in the Appendix 4) from the Applicant’s Surveyors, it should be noted in connection with the final paragraph that while the invitation to a group meeting was declined, individual meetings were offered by the Applicant (and subsequently taken up by many land agents) in order to discuss individual clients’ concerns. The Applicant considers these client specific meetings to be a more productive approach than large group meetings.

#### **Appendix 5 – Letter and Heads of Terms 10 September 2015; Letter 16 September 2015**

- 1.70 The Applicant is disappointed to see that details of discussions for private treaty agreements have been included in the Representation. The letter included is in relation
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to the clients of Mr Hurst. The Applicant notes that the detail of financial aspects of private treaty agreements is not a matter for the ExA in determining whether to grant powers of compulsory acquisition. Furthermore, financial details are specific to each landholding and reflect site specific considerations.