



AQUIND Limited

AQUIND INTERCONNECTOR

Statement of Reasons – Clean

The Planning Act 2008

Infrastructure Planning (Applications: Prescribed Forms and Procedure)

Regulations 2009 Regulation 5(2)(h)

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AQUIND Interconnector Order 202[X]

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**Infrastructure Planning (Applications: Prescribed Forms and Procedure)
Regulations 2009 (SI 2009/2264) (Regulation 5(2)(h))**

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1. SUMMARY

- 1.1.1 This statement of reasons ('Statement') relates to an application by AQUIND Limited (the 'Applicant') to the Secretary of State ('SoS') under the Planning Act 2008 (as amended) (the 'Act') for the AQUIND Interconnector Order (the 'Order') (the 'Application').
- 1.1.2 The Application is submitted to the SoS pursuant to section 37 of the Act. This statement has been prepared in accordance with the requirements provided for by section 37(3)(d) of the Act and regulation 5(2)(h) of the Infrastructure Planning (Applications: Prescribed Forms and Procedures) Regulations 2009 (the '2009 Regulations'), and with relevant guidance issued by the Department for Communities and Local Government.
- 1.1.3 AQUIND Interconnector (the 'Project') is a new 2,000 MW subsea and underground High Voltage Direct Current ('HVDC') bi-directional electric power transmission link between the South Coast of England and Normandy in France. By linking the British and French electric power grids it will make energy markets more efficient, improve security of supply and enable greater flexibility as power grids evolve to adapt to different sources of renewable energy and changes in demand trends such as the development of electric vehicles. The Project will have the capacity to transmit up to 16,000,000 MWh of electricity per annum, which equates to approximately 5% and 3% of the total consumption of the UK and France respectively. The wider benefits of the Project are outlined and described in the Needs and Benefits Report (Document Reference: 5.6) and the Needs and Benefits Report Addendum (Document Reference 7.7.7).

1.2 The Proposed Development

- 1.2.1 The Application seeks development consent for those elements of the Project located in the UK and the UK Marine Area (the 'Proposed Development'). The Proposed Development includes:
- (A) HVDC marine cables from the boundary of the UK exclusive economic zone to the UK at Eastney in Portsmouth;
 - (B) Jointing of the HVDC marine cables and HVDC onshore cables;
 - (C) HVDC onshore cables;
 - (D) A Converter Station and associated electrical and telecommunications infrastructure;
 - (E) High Voltage Alternating Current ('HVAC') onshore cables and associated infrastructure connecting the Converter Station to the Great Britain electrical transmission network, the National Grid, at Lovedean Substation; and
 - (F) Smaller diameter fibre optic cables to be installed together with the HVDC and HVAC cables and associated infrastructure (together with the telecommunications infrastructure at the Converter Station and the Landfall known as the 'FOC Infrastructure').
- 1.2.2 Chapter 3 (Description of the Proposed Development) of the Environmental Statement ('ES') (Document Reference: 6.1.3) contains a detailed description of the Proposed Development for which development consent is sought by the Applicant.
- 1.2.3 On 19 June 2018 the Applicant submitted a request to the SoS for a

direction pursuant to section 35 of the Act that the Proposed Development is to be treated as development for which development consent is required.

- 1.2.4 The SoS, being satisfied that the relevant legal requirements were met and of the view that the Proposed Development is by itself nationally significant, issued a direction on 30 July 2018 directing that the Proposed Development, together with any development associated with it, is to be treated as development for which development consent is required.

1.3 Powers sought in the Order

- 1.3.1 The Applicant has been seeking to acquire the land, rights (and restrictions) over land and temporary use of land by voluntary agreement, in order to ensure the deliverability of the Proposed Development and for it to be capable of operation without impediment thereafter. However, it has not yet been possible to acquire all of the land and the rights required by voluntary agreement.
- 1.3.2 The powers authorising the acquisition of land, or of interests in and/or rights over land, are principally contained in Articles 20 and 23 of the Order.
- 1.3.3 These powers are sought in the Order so that the Applicant may construct, operate and maintain the Proposed Development without impediment. There are a number of other articles in the Order which grant the Applicant powers which when exercised may result in the interference with property rights and private land interests.
- 1.3.4 The land over which powers to compulsorily acquire all freehold and leasehold interests is sought is shown shaded pink on the Land Plans (Application Document 2.2, Rev 005) (the 'Land Plans'). This land is described in more detail in the Book of Reference (Application Document 4.3, Rev 007)
- 1.3.5 The land over which only new rights (including the imposition of restrictions) is sought is shown shaded blue, purple and green (or hatched variants of these colours) on the Land Plans, and is described in more detail in the Book of Reference.
- 1.3.6 The land over which only temporary possession is sought is shown shaded yellow on the Land Plans, and is described in more detail in the Book of Reference. Articles 30 and 32 are relied upon in respect of this land and no compulsory acquisition of land or rights is sought in relation to it or would be authorised by the Order.
- 1.3.7 Powers of temporary possession are also sought in respect of all land over which the Applicant is seeking the power to compulsorily acquire all interests or to acquire new rights. This is to ensure the Applicant may exercise powers to temporarily possess land where appropriate in connection with the construction and maintenance of the Proposed Development (limited to a period of 5 years in respect of maintenance) and so as to compulsorily acquire the minimum amount of land and rights necessary.
- 1.3.8 The Applicant has explored reasonable alternatives to compulsory acquisition and has made, and continues to make, attempts to acquire the required land and rights over land by voluntary agreement.
- 1.3.9 Article 1 of the First Protocol of the European Convention on Human Rights ('ECHR') and Article 8 of the ECHR have been considered and the

Applicant considers that any interference with those rights is for a legitimate purpose, is necessary and is proportionate.

1.4 The need for the scheme

- 1.4.1 The Project would make an important contribution to resolving the UK's 'energy trilemma' of affordability, decarbonisation and security of supply.
- 1.4.2 UK Government policy has, since 2011, consistently recognised an urgent need for developing new energy infrastructure, and in particular new electricity transmission. A key motivation behind this is the need to ensure a resilient and well diversified electricity supply. As we move towards a decarbonised economy, a significant amount of the UK's existing thermal capacity will be lost, whilst the demand for electricity is set to increase to meet future needs of industry, heating and transportation. Climate change targets will also place an increased reliance on renewable intermittent generation.
- 1.4.3 Cross-border interconnection can reduce wholesale electricity prices, and contribute to improving security of supply, resilience and flexibility by facilitating trade between markets. It can also help the UK meet its objectives of combatting climate change by facilitating renewables integration. All of these benefits of interconnectors have been recognised and accepted by a wide range of governmental and non-governmental organisations.
- 1.4.4 Interconnectors already exist providing Great Britain with connection to France, Ireland, the Netherlands and most recently Belgium. Collectively these existing links provide around 5GW of capacity. More than 10GW of further interconnection capacity with different countries (in addition to AQUIND Interconnector) is currently being planned.
- 1.4.5 The merits of additional interconnection between Great Britain and France have been recognised in independent analysis published by National Grid and Ofgem:
- National Grid has identified, in the two most recent Network Options Assessments, that an optimal level of interconnection from Great Britain to France is up to 9 GW¹.
 - An independent report for Ofgem has found that interconnection between Great Britain and France of 8.8GW (including AQUIND) would be socially beneficial².
- 1.4.6 Most recently, the Energy White Paper: Powering our net zero future published by the Department for Business, Energy and Industrial Strategy on 14 December 2020³ has identified that Ofgem will work with

¹ NG ESO (2020), Network Options Assessment 2019/20, Figure 5.7 - <https://www.nationalgrideso.com/document/162356/download>

² Pöyry (2017) Near-term Interconnector Cost-Benefit Analysis: Independent Report (Cap & Floor Window 2). A Pöyry report for Ofgem. This analysis considered the incremental capacity of 1.4 GW (GridLink), over and above an assumed future capacity of 7.4 GW (which includes AQUIND)

³ https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/94589/9/201216_BEIS_EWP_Command_Paper_Accessible.pdf

developers and the UK's European partners to realise at least 18GW of interconnector capacity by 2030⁴.

- 1.4.7 AQUIND Interconnector would facilitate both the import and export of energy between France and Great Britain depending on supply and demand in the connected markets.
- 1.4.8 The Needs and Benefits Report (APP-115), the Needs and Benefits Report Addendum (Document Reference 7.7.7) and the second Needs and Benefits Report Addendum (Document Reference 7.7.19) set out in more detail evidence of the need for the Project and the national and international policy support for it.

1.5 **Special category land**

- 1.5.1 The Order seeks to authorise the compulsory acquisition of rights over land forming open space (as defined at section 132(12) of the Act), known as special category land. In all circumstances where the compulsory acquisition of rights over special category land is sought, the right will authorise the laying and operation of the HVDC onshore cable circuits in the subsoil of that land.
- 1.5.2 The special category land which the Order seeks to acquire rights over is identified on the Land Plans (Document Reference: 2.2, Rev 005) and in Part 5 of the Book of Reference (Document Reference: 4.3, Rev 007)
- 1.5.3 There will be no physical infrastructure on the surface of the special category land which is to be subject to the compulsory acquisition of such rights following the installation of the Proposed Development, and the acquisition of rights over that land will not affect the character of the land in any way following construction of the Proposed Development as the surface of the land will be restored to its former state in accordance with the Order.
- 1.5.4 There may following the construction of the Proposed Development be a need for future maintenance activities associated with the HVDC cables onshore on the special category land, which would be rare and temporary in nature, or in the event of a cable failure or emergency.
- 1.5.5 The Applicant therefore considers that the special category land when burdened with the rights sought in the Order will be no less advantageous to any person or the public than it was before, and therefore the test provided for at section 132(3) of the Act is satisfied.
- 1.5.6 The land and land over which rights are sought to be compulsorily acquired includes land, rights or other interests owned by statutory undertakers. Adequate protection for statutory undertakers will be included in the protective provisions in the Order and/or asset protection agreements between the parties. The Applicant therefore considers that no statutory undertaker will suffer serious detriment to the carrying on of their undertaking as a result of the compulsory acquisition of land or rights over land or powers of temporary possession.
- 1.5.7 The land and land over which rights are sought to be compulsorily acquired includes land owned by the Crown or subject to Crown Interests. The Applicant is in discussions with the Crown Estate Commissioners and the

⁴ *ibid*, page 80

Ministry of Defence in order to obtain their consent to include powers to acquire that land and rights over that land as is required pursuant to section 135 of the Act.

1.6 **Conclusion**

- 1.6.1 The compulsory acquisition of land, rights (and restrictions) over land and the grant of powers to permit the temporary possession and use of the land within the Order limits is required to facilitate the construction, operation and maintenance of the Proposed Development without impediment. The land and rights sought are no more than are reasonably necessary for this purpose.
- 1.6.2 There is a compelling case in the public interest for the land and the rights over land to be acquired, given the international and national benefits that the Proposed Development will generate, in light of EU and UK energy policy and carbon and climate change commitments.

2. INTRODUCTION

- 2.1.1 This statement of reasons ('Statement') relates to an application by AQUIND Limited (the 'Applicant') to the Secretary of State ('SoS') under the Planning Act 2008 (as amended) (the 'Act') for the AQUIND Interconnector Order (the 'Order') (the 'Application').
- 2.1.2 The Application is submitted to the SoS pursuant to section 37 of the Act. This statement has been prepared in accordance with the requirements provided for by section 37(3)(d) of the Act and regulation 5(2)(h) of the Infrastructure Planning (Applications: Prescribed Forms and Procedures) Regulations 2009 (the '2009 Regulations'), and with relevant guidance issued by the Department for Communities and Local Government.
- 2.1.3 AQUIND Interconnector (the 'Project') is a new 2,000 MW subsea and underground High Voltage Direct Current ('HVDC') bi-directional electric power transmission link between the South Coast of England and Normandy in France. By linking the British and French electric power grids it will make energy markets more efficient, improve security of supply and enable greater flexibility as power grids evolve to adapt to different sources of renewable energy and changes in demand trends such as the development of electric vehicles. The Project will have the capacity to transmit up to 16,000,000 MWh of electricity per annum, which equates to approximately 5% and 3% of the total consumption of the UK and France respectively. The wider benefits of the Project are outlined and described in the Needs and Benefits Report (Document Reference: 5.6), the Needs and Benefits Report Addendum (Document Reference 7.7.7) and the second Needs and Benefits Report Addendum (Document Reference 7.7.19).
- 2.1.4 The Application seeks development consent for those elements of the Project located in the UK and the UK Marine Area (the 'Proposed Development').
- 2.1.5 On 19 June 2018 the Applicant submitted a request to the SoS for a direction pursuant to section 35 of the Act that the Proposed Development is to be treated as development for which development consent is required.
- 2.1.6 The SoS, being satisfied that the relevant legal requirements were met and of the view that the Proposed Development is by itself nationally significant, issued a direction on 30 July 2018 directing that the Proposed Development, together with any development associated with it, is to be treated as development for which development consent is required. Accordingly, it is necessary for the Applicant to apply to the SoS for development consent to construct, operate and maintain the Proposed Development.
- 2.1.7 This Statement forms part of a suite of documents accompanying the Application, submitted in accordance with section 37 of the Act and regulation 5 of the 2009 Regulations, and should be read together with those documents.
- 2.1.8 This Statement explains why it is necessary to acquire land, acquire and/or create rights (and impose restrictions) over land, override, suspend or extinguish rights over land and to temporarily possess and use land for the purposes of the Proposed Development, if necessary by compulsion.
- 2.1.9 It also explains the reasons for the inclusion of compulsory acquisition and

related powers in the Order (Document Reference: 3.1, Rev 007) and sets out why there is a clear and compelling case in the public interest for such powers to be included in the Order.

- 2.1.10 The land required for the Proposed Development is described in more detail in section 5 of this Statement and shown outlined in red on the Land Plans (Document Reference: 2.2, Rev 005). The land only relates to the onshore elements of the Proposed Development and therefore does not include all land referred to as being within the Order limits, as shown on the Works Plans (Document Reference: 2.4, Rev 006)
- 2.1.11 Negotiations to acquire land, rights and interests voluntarily are ongoing in respect of the land and new rights required for the Proposed Development. Nonetheless, it is necessary for the Applicant to seek powers to compulsorily acquire such land, rights and interests and to ensure that any third-party interests or encumbrances affecting such land, rights and interests may be acquired, overridden or extinguished pursuant to the Order, therefore ensuring the Proposed Development may be constructed, operated and maintained without impediment.
- 2.1.12 The following documents have been submitted as part of the Application which are pertinent to the compulsory acquisition of land and rights over land, in satisfaction of the requirements of the 2009 Regulations and the relevant guidance issued by the Department for Communities and Local Government related to procedures for the compulsory acquisition of land⁵:
- (A) This Statement;
 - (B) Funding Statement (Document Reference: 4.2, Rev 002) which explains how the construction of the Proposed Development as well as the acquisition of land and interests is expected to be funded;
 - (C) Land Plans showing the land over which it is intended to use the compulsory acquisition powers (Document Reference: 2.2, Rev 005); and
 - (D) Book of Reference, which identifies those persons with an interest in the land over which compulsory acquisition powers are sought (Document Reference: 4.3, Rev 007)
- 2.1.13 The structure of this Statement is as follows:
- (A) Information about the Applicant is contained in section 3.
 - (B) A summary of the Proposed Development is contained at section 4.
 - (C) A description of the land over which powers of compulsory acquisition is sought is contained at section 5.
 - (D) An outline of the need and purpose for the proposed compulsory acquisition powers is contained at section 6.
 - (E) A statement justifying the compulsory acquisition powers and how regard has been had to the provisions of Article 1 of the First Protocol to the ECHR and Article 8 of the ECHR is contained at section 7
 - (F) Special considerations affecting the land over which compulsory

⁵ Department of Communities and Local Government: Planning Act 2008 – Guidance related to procedures for the compulsory acquisition of land – September 2013.

acquisition powers are sought are contained at section 8.

- (G) Details of other consents and licences needed before the Proposed Development can be implemented are contained at section 9.
- (H) Further information and the conclusions are contained at sections 10 and 11.

2.1.14 Appendices are provided which: set out the nature of the rights and restrictions over land sought (**Appendix A**); summarise engagement with statutory undertakers with apparatus in the land (**Appendix B**) and the owners of other apparatus in the land (**Appendix C**); and set out the current status of negotiations with owners and occupiers of land which is sought to be acquired or over which the grant of rights and imposition of restrictions is sought in connection with the Proposed Development (**Appendix D**).

3. **THE APPLICANT**

- 3.1.1 AQUIND Limited, the Applicant, is a company registered in England and created in accordance with the laws of England and Wales, with company number 06681477 and registered at OGN House, Hadrian Way, Wallsend, NE28 6HL.
- 3.1.2 The Applicant was incorporated with the sole purpose of promoting and developing AQUIND Interconnector, the Project.
- 3.1.3 An Electricity Interconnector Licence was granted to the Applicant pursuant to section 6(1)(e) of the Electricity Act 1989 on 9th September 2016, authorising it to operate AQUIND Interconnector.
- 3.1.4 The sole shareholder (100%) of AQUIND Limited is AQUIND Energy Sarl, a company registered in Luxembourg with company number B 229924 and registered at 26, boulevard de Kockelscheuer, L-1821 Luxembourg.

4. THE PROPOSED DEVELOPMENT

- 4.1.1 The Project is a new 2,000 MW subsea and underground High Voltage Direct Current ('HVDC') bi-directional electric power transmission link between the South Coast of England and Normandy in France. By linking the British and French electric power grids it will make energy markets more efficient, improve security of supply and enable greater flexibility as power grids evolve to adapt to different sources of renewable energy and changes in demand trends such as the development of electric vehicles. The Project will have the capacity to transmit up to 16,000,000 MWh of electricity per annum, which equates to approximately 5% and 3% of the total consumption of the UK and France respectively. The wider benefits of the Project are outlined and described in the Needs and Benefits Report (Document Reference: 5.6) and the Needs and Benefits Report Addendum (Document Reference 7.7.7).
- 4.1.2 The Application seeks development consent for those elements of the Project located in the UK and the UK Marine Area (the 'Proposed Development').
- 4.1.3 The Proposed Development includes:
- (A) HVDC marine cables from the boundary of the UK exclusive economic zone to the UK at Eastney in Portsmouth;
 - (B) Jointing of the HVDC marine cables and HVDC onshore cables;
 - (C) HVDC onshore cables;
 - (D) A Converter Station and associated electrical and telecommunications infrastructure;
 - (E) High Voltage Alternating Current ('HVAC') onshore cables and associated infrastructure connecting the Converter Station to the Great Britain electrical transmission network, the National Grid, at Lovedean Substation; and
 - (F) Smaller diameter fibre optic cables to be installed together with the HVDC and HVAC cables and associated infrastructure (together with the telecommunications infrastructure at the Converter Station and the Landfall known as the 'FOC Infrastructure').
- 4.1.4 Full details of the Proposed Development, including the proposed construction methods, are contained in Chapter 3 (Description of the Proposed Development) of the Environmental Statement ('ES') (Document Reference: 6.1.3) which accompanies the Application.

5. DESCRIPTION OF THE LAND SUBJECT TO COMPULSORY ACQUISITION

5.1 Summary of the Proposed Development

- 5.1.1 The Proposed Development is located in the UK and the UK Marine Area.
- 5.1.2 The marine HVDC cables extend from the boundary of the UK exclusive economic zone ("EEZ") to the UK at Eastney in Portsmouth. The length of the marine cable corridor, within which the marine HVDC cables are to be located, is approximately 109km in length.
- 5.1.3 The onshore HVDC cables run between the landfall at Eastney where they are joined to the marine HVDC cables and the Converter Station at Lovedean, in close proximity to the existing National Grid Lovedean Substation.
- 5.1.4 The HVDC onshore cable will be approximately 20km in length with the cables being buried underground, within existing highways or road verges or in other land which is not highway or road verge.
- 5.1.5 Whilst the Proposed Development is located in the UK and the UK Marine Area, the compulsory acquisition powers are only being sought in relation to the land onshore in the UK, shown on the Land Plans (Document Reference: 2.2, Rev 005).

5.2 The need for flexibility

- 5.2.1 The Applicant has undertaken extensive studies and assessments in order to obtain as much certainty as possible about the most appropriate cable route, taking into account known constraints and the balancing of impacts in connection with the Proposed Development when considering the reasonable alternatives relevant to the Proposed Development, and in respect of the acquisition of land. Some flexibility is essential in order to ensure the successful future delivery of the Proposed Development.
- 5.2.2 The Applicant is seeking consent to lay the onshore HVDC cables anywhere with a defined "onshore cable corridor", because the precise alignment of the cable route is yet to be determined and will inevitably need to take account of existing utilities which are encountered along the route, and for which a necessary level of flexibility is included, as well as providing the chosen contractor with some design flexibility to optimise delivery of the Proposed Development.
- 5.2.3 In addition, while the Applicant's preferred cable route in the area of Milton Common is through Milton Common (avoiding any potential disruption to highways in this area), the previous history of the Common (as a landfill) means that there remains some uncertainty as to its suitability for cable installation. As a consequence, options over Milton Common, discussed further below, are included for to provide flexibility for less impactful options to come forward subject to the final confirmation of their feasibility.
- 5.2.4 Section 5.3 of this Statement notes where flexibility is sought in relation to each element of the route. A further explanation of the need for this flexibility can be found in Chapter 3 (Description of the Proposed Development) of the ES (Document Reference: 6.1.3)
- 5.2.5 The precise micro-siting of converter station is also yet to be determined,

being subject to further discussions with National Grid Electricity Transmission ('NGET') from whom some land would be required to deliver the option which is ecologically preferable. The option to be selected will be confirmed prior to any works in relation to the Converter Station being undertaken. Where the option closer to the Lovedean Substation is pursued, the powers of compulsory purchase in respect of plots 1-23a and 1-29a as shown on the Land Plans (Document Reference: 2.2, Rev 005) will not be exercised, on the basis that this land will not be required for 'the construction, operation or maintenance of the authorised development' (the test applicable pursuant to article 20(1)(a)).

5.3 Description of the converter station site, onshore cable corridor and landfall

5.3.1 For ease of reference, the land required for the Proposed Development in respect of which Order powers are sought is described below by reference to the ten sections used in Chapter 3 (Description of the Proposed Development) of the Environmental Statement ('ES') (Document Reference: 6.1.3). For a more detailed description of these ten sections please refer to Chapter 3 of the ES.

Section 1 – Lovedean (Converter Station Area)

5.3.2 The converter station compound is proposed to be located within a predominantly rural area on the edge, but outside of, the South Downs National Park, and to the north west of Waterlooville. The land is predominantly agricultural, although the site of the proposed compound is in close proximity to the existing National Grid Lovedean Substation (east of the proposed converter station). The precise siting of the converter station is subject to ongoing engagement with NGET.

5.3.3 The Proposed Development includes an HVAC cable connection between the converter station and the Lovedean substation.

5.3.4 Two telecommunications buildings are also proposed within the converter station area. Landscaping (including re-profiling if/where appropriate and associated planting) is proposed around the perimeter of the converter station and at other locations further from the converter station where deemed necessary to ensure that landscape and visual impacts are mitigated. A permanent Access Road, required in connection with the construction and operation of the converter station and a sustainable urban drainage system, including two attenuation ponds which is required to adequately drain the converter station area, is also proposed on land in close proximity to the converter station.

Section 2 - Anmore

5.3.5 The onshore cable corridor within which the HVDC cable will be installed runs from the converter station compound south through agricultural fields before continuing south-west to an unnamed road between Old Mill Lane and Broadway Lane, which it will cross. The onshore cable corridor then runs south through further agricultural land towards properties located north of Anmore Road. The proposed cable corridor continues south to Anmore Road through land at Hillcrest Children's Services and to the west of Hillcrest Children's Services. The onshore cable corridor then crosses Anmore Road to the eastern side of Kings Pond and continues south through the Kings Pond Meadow SINC.

- 5.3.6 A temporary construction compound is proposed east of the SINC, which would be used to support the horizontal directional drilling (HDD) which would run between this location (the northern compound) and a compound in Section 3 (the southern compound).

Section 3 – Denmead/Kings Pond Meadow

- 5.3.7 The onshore cable would be installed between a northern compound in Section 2 and a southern compound in Section 3, which may be located either: (i) north of Hambledon Road, from where the cable route would run within Hambledon Road south-easterly towards Waterlooville; or (ii) south of Hambledon Road, from where the cable route would run in a south-easterly direction either within Hambledon Road or within the northern extent of the fields south of Hambledon Road before rejoining Hambledon Road and continuing to Waterlooville. The location of the southern compound remains subject to discussions with Natural England in relation to the package of measures to mitigate impacts, with the Applicant's preference being the use of the land to the north of Hambledon Road and in relation to which it has proposed a comprehensive package of measures to mitigate adverse impacts. The Applicant is hopeful the location of the southern compound will be resolved prior to the end of the examination of the Application.

Section 4 – Hambledon Road to Farlington Avenue

- 5.3.8 The onshore cable corridor runs predominantly within the highway boundary along Hambledon Road. It continues to the south along the A3 London Road from Maurepas Way roundabout through Waterlooville, Purbrook and Widley and under the B2177 Portsdown Hill Road bridge, before turning east up the slip road to Portsdown Hill Road. From this point, the cable will run through the car park immediately south of Portsdown Hill Road, before rejoining Portsdown Hill Road to the eastern side of the car park and continuing south-east down Farlington Avenue.

Section 5 - Farlington

- 5.3.9 The onshore cable corridor provides the Applicant with flexibility as the cable approaches the southern end of Farlington Avenue:
- (A) the cable circuits run south down the full length of Farlington Avenue to Havant Road, turning east along Havant Road before continuing south via Eastern Road;
 - (B) the cable circuits turn east off Farlington Avenue along Eveleigh Road before turning south via the area of open land between Eveleigh Road and Havant Road, and then turning west to join Eastern Road at the junction with Havant Road; or
 - (C) a single cable circuit is installed in land along each of those route options.

Section 6 – Zetland Field and Sainsbury's Car Park

- 5.3.10 The onshore cable corridor runs south down Eastern Road to the northern extent of Zetland Field, continuing through Zetland Field to Fitzherbert Road, before continuing south via the western side of the Sainsbury's car park.

- 5.3.11 At the southern end of the car park the cable will pass under the railway line, using a trenchless installation solution from a compound at the southern part of Sainsbury's car park to a compound at the northern end of Farlington Playing Fields.

Section 7 – Farlington Junction to Airport Service Road

- 5.3.12 The onshore cable corridor continues to the south-eastern extent of Farlington Playing Fields, to the area where an HDD compound (northern compound) will be located. The cable will then progress via HDD under the A27, Langstone Harbour and the north-western corner of Kendall's Wharf to another HDD compound (southern compound) which will be located in the yard south-west of Kendall's Wharf.
- 5.3.13 Access and egress to Farlington Playing Fields will be via the existing access road to the playing fields, accessed from Eastern Road. The Applicant is seeking the right to use the existing car park to support the construction works.
- 5.3.14 From the HDD southern compound, the onshore cable corridor continues south along the west side of the pitch used by the Baffins Milton Rovers FC, through the edge of the cricket pitch and the southern football pitch across the car park and into Eastern Road.

Section 8 – Eastern Road (adjacent to Great Salterns Golf Course) to Moorings Way

- 5.3.15 The cable will run south within the carriageway of Eastern Road between Airport Service Road and Burrfields Road (opposite Great Salterns Harvester). South of this point it will run in the highway and/or the verge of the highway of Eastern Road to the northern end of Milton Common.
- 5.3.16 It is anticipated that the cables would progress through the corridor adjacent to the path which runs from north to south through the Common, parts of which form the coastal flood defences. At the northern part of the coastal defences a short HDD would be required below the bund of the coastal defences. The cable would then continue south, adjacent to the path to the south-east corner of Milton Common.
- 5.3.17 Whilst it is considered that there is a potentially viable route for the cables to be laid through Milton Common via the use of trenches, given the nature of the ground conditions associated with its former landfill use, flexibility is sought should further detailed ground investigations find the conditions unsuitable for the installation of both cable circuits, with two alternative routes also included within the Onshore Cable Corridor. HDD methods would in no circumstances be appropriate in Milton Common given the historic landfill nature of it.
- 5.3.18 Both alternative routes continue along Eastern Road and then either: (i) run along Eastern Road and along the western edge of Milton Common to Moorings Way or (ii) continue further south along Eastern Road to the junction with Eastern Avenue, where it would continue south-east along Eastern Avenue to Moorings Way. Both alternative routes would then continue along the southern edge of Milton Common or within Moorings Way to the south-east corner of Milton Common adjacent to Moorings Way,

before continuing south as described in the next section. If one of these two alternative routes were used, the verge and cycle path east of Eastern Road would be used where possible, rather than the carriageway.

Section 9 – Moorings Way to Bransbury Road

- 5.3.19 The onshore cable corridor progresses south through the playing fields at the east side of the University of Portsmouth Langstone Campus before continuing west along Longshore Way to the car park west of the Thatched House.
- 5.3.20 An HDD compound is proposed to be located in the car park west of the Thatched House, from which HDD will be undertaken and will run under Eastney and Milton Allotments to a compound located to the north-east side of Kingsley Road. An area has been identified in the car park to the east of the Thatched House for temporary use to accommodate the required HDD compound.
- 5.3.21 There will not be any works undertaken on the surface of the Eastney and Milton Allotments. However, there is the potential in rare circumstances for bentonite (a non-toxic CEFAS approved clay lubricant) used in connection with the works to HDD the onshore cables beneath the allotments to breakout onto the surface. Therefore rights of access over the internal paths on foot only are sought to allow for visual inspections whilst the works are undertaken, and rights to temporarily possess and use the Allotment plots for the purpose of clearing any such breakout are also sought, strictly limited to the period for the cleaning up to be achieved only.
- 5.3.22 From the grassed area north-east of Kingsley Road, the onshore cable route continues towards Bransbury Park. The corridor provides flexibility to run the cable, (i) through Yeo Court to Bransbury Park (which is preferable); or (ii) along Kingsley Road to the junction with Ironbridge Lane before turning south through the pedestrian access to Bransbury Park (if needed for one cable circuit once the spatial constraints of the cable circuits progressing through Yeo Court have been confirmed).
- 5.3.23 The onshore cable corridor then continues south through Bransbury Park to the west of the skate park before running east of the pavilion to Bransbury Road.

Section 10 – Eastney (Landfall)

- 5.3.24 The onshore cable corridor runs east via Bransbury Road, Henderson Road and Fort Cumberland Road within the highway to reach the car park south of Fort Cumberland Road. The car park will be the location of the northern compound for a HDD which will run in a south-south-easterly direction under Southsea Holiday Home, Lodge & Leisure Park and Eastney Beach, to a point off-shore within the marine cable corridor. This HDD could take place from the car park or from a jack-up rig located offshore.
- 5.3.25 The transition joint bay (TJB), where the marine cables and onshore cables (and fibre optic cables (FOC)) are jointed together, will be located in this car park.

5.3.26 Two optical regeneration stations required in connection with the FOC will be located at the northern end of the car park.

6. NEED FOR COMPULSORY ACQUISITION POWERS

6.1 The nature of compulsory acquisition powers sought

- 6.1.1 The Order contains powers to enable the acquisition of land, new rights over land and the imposition of restrictions that are necessary in connection with the construction, operation and maintenance of the Proposed Development. The exercise of such powers will be necessary where land or rights over land cannot be acquired by voluntary agreement.
- 6.1.2 The Applicant has considered the rights or interests it needs for the purpose of the Proposed Development in relation to each plot of land.
- 6.1.3 The type of the interests and rights sought by the Order is summarised below, and set out in full in **Appendix A**, which replicates the description of these rights in the Book of Reference (Document Reference: 4.3, Rev 007):
- 6.1.4 **Acquisition of all freehold and leasehold interests:** The Applicant considers that it is necessary to acquire all freehold and leasehold interests in respect of only a limited number of plots: plots 1-20, 1-23 (and 1-23a where Option B(i) for the Converter Station is selected), 1-27, 1-29 (and 1-29a 1-29b, 1-29c where Option B(i) for the Converter Station is selected) and 1-32 on which the converter station will be located; plots 1-35, 1-49 and 1-52 which are necessary to potentially widen the existing public highway and junction at the proposed access to the converter station from an area by the junction of Broadway Lane and Day Lane; and plot 10-30 which is required for the optical regeneration station(s) near the landfall. This land is shown shaded pink on the Land Plans (Document Reference: 2.2, Rev 005).
- 6.1.5 **New Connection Works Rights:** The right to install, operate and maintain the underground electrical and fibre optic cables is required in respect of the whole of the cable route from the landfall to the converter station, and from the converter station to the National Grid substation. This land is shown shaded blue on the Land Plans (Document Reference: 2.2, Rev 005). Rights of access (to execute and maintain the cable infrastructure), and landscaping rights, are also be required over this land and are therefore included within the types of rights which may be acquired. Rights to underground an existing overhead line owned and operated by SSE have also been included, which impact land not in the ownership of SSE (see plots 1-33, 1-36, 1-47, 1-53, 1-55, 1-63 and 1-75) identified on the Land Plans (Document Reference: 2.2, Rev 005) and in the Book of Reference (Document Reference: 4.3, Rev 007) which are required for this purpose).
- 6.1.6 Where the onshore cable route is to be installed using open trenching, two cables forming a circuit are installed in each trench, along with the fibre optic cable. A typical easement width over which rights may be sought in connection with trenched excavation is 11 metres for both cable circuits, which allows 1 metre for each cable trench, and 5 metre separation distance between the two cable circuits, and 2 metres on either side of each trench to allow sufficient space for maintenance and protection of the cable circuits.
- 6.1.7 Installation of the onshore cable route by horizontal direction drilling (HDD) requires a wider easement width as each electricity cable will require its own bore and each of the fibre optic cables would be installed

in one of the bores along with an electricity cable (i.e. four bores in total). It is also typical that when using the HDD installation method, the bores splay out in the area between the launch pit and reception pit to ensure there is sufficient thermal independence for the cables and also to reflect the engineering risk of sub-surface drilling. As a result, the easement required in the areas where HDD is undertaken will be wider than in the areas required for open trenching, with the width being greater where the length of the drill is greater. Other factors which will impact the width of the easement required for the HDD elements of the onshore cable route are distance, depth and geology.

- 6.1.8 The land which is identified to be subject to New Connection Works Rights as shown on the Land Plans (Document Reference: 2.2, Rev 005) includes land which is highway. The interests of the highway authority vested in them in that capacity are expressly excluded from the Book of Reference (Document Reference: 4.3, Rev 007) and therefore the acquisition of such rights over the surface and top strata of land which is highway would not be authorised by the Order. It is however still necessary to identify the land for New Connection Works Rights, for in the event the cables are laid at such depth that they are not in land forming part of the highway strata and therefore in private ownership (which may be necessary, though rare in occurrence, to route around existing utilities constraints in the highway strata).
- 6.1.9 **New Access Rights:** It is necessary to create a permanent right of access to the converter station site (plots 1-47, 1-48 and 1-51), as well as secure rights for permanent access to the cable corridor at a site off Eastern Road (plots 7-16, 7-17, 7-18, 7-19, 7-20 and 7-21) and at the Eastney and Milton Allotments over the existing paths only near Seaway Crescent (plots 10-12, 10-13, 10-14a and 10-14b). This land is shown shaded purple on the Land Plans (Document Reference: 2.2, Rev 005). It is possible that landscaping works may also be required over these plots of land and therefore such rights are also included in the types of rights which may be acquired over these plots.
- 6.1.10 **New Landscaping Rights:** Rights are sought over the land shown green on the Land Plans for landscaping and ecological measures only, required in connection with the visual screening of the converter station by the continued presence and management of existing vegetation.

6.2 Temporary use of land

- 6.2.1 Temporary use of land by the Applicant and all persons authorised on its behalf is also required during the construction, operation and maintenance of the Proposed Development (Articles 30 to 32 of the Order).
- 6.2.2 Article 31 provides that the power to temporarily use land in connection with the construction of the Proposed Development ceases to apply at the end of the period of 5 years from the date of the Order..
- 6.2.3 Article 32, which provides for the temporary use of land for maintaining the Proposed Development, is subject to a 5 year time period beginning with the date on which that part of the authorised development is brought into operational use before it ceases to apply.
- 6.2.4 Article 30 and 32 are subject to appropriate provisos to ensure the Applicant is required to serve notice, save in the case of emergency, and

only remains in possession of the land for so long as may reasonably be necessary to carry out the relevant works of maintenance, and is also required to pay compensation for any loss or damage arising as a consequence of the temporary possession of the land. Requirements to remove temporary apparatus and restore land are also provided for.

- 6.2.5 Where the Applicant is seeking to acquire land or rights over land, the temporary use of such land is also provided for (see Article 30 and 32 of the Order). The reason for seeking temporary use powers over this land also, is that it allows the Applicant to enter onto land for particular construction purposes in advance of the vesting of the relevant land/rights. This enables the Applicant to compulsorily acquire the minimum amount of land and rights over land required to construct, operate and maintain the Proposed Development.

6.3 **Land over which powers are sought**

- 6.3.1 The table below summarises the plots of land over which each of the powers described above are sought:

| Nature of compulsorily acquisition powers sought | Plot Numbers | Purpose for which rights may be required |
|---|--|--|
| Work No. 1 (substation connection works) | | |
| New Connection Works Rights | 1-28, 1-31, | Permanent rights required for substation connection works in association with Work No. 1 |
| Permanent acquisition of land (all freehold and leasehold interests) or New Connection Works Rights | 1-27 | Permanent acquisition of freehold and/or permanent rights required for Converter Station construction and/or substation connection works in association with Work No. 1 and/or Work No. 2. |
| Temporary use of land | 1-34 | Temporary use of land for access in association with Work No. 1, Work No. 2 and Work No. 3. |
| Work No. 2 (works to construct the converter station and associated equipment) | | |
| Permanent acquisition of land (all freehold and leasehold interests) | 1-20, 1-23, 1-29, 1-32, 1-35, 1-49, 1-52 | Permanent acquisition of freehold required for construction of Converter Station, terminal building, DC cable route, new access road, landscaping and other development in association to Work No. 2. |
| New Connection Works Rights | 1-33, 1-36, 1-37, 1-53, 1-55, 1-62, 1-63, 1-75, 1-79 | Acquisition of New Connection Works Rights required for the undergrounding of existing 11kv overhead electricity cable and HVDC cable installation in association with Work No. 2. |
| Permanent acquisition of land (all freehold and leasehold interests) or no rights sought | 1-23a, 1-29a | Permanent acquisition of freehold required for construction of Converter Station and landscaping works for siting Option B(i) in association with Work No. 2; or no rights sought should Option B(ii) be chosen. |

| | | |
|---|---|--|
| Permanent acquisition of land (all freehold and leasehold interests) or New Landscaping Rights | 1-23b, 1-29b, 1-29c | Permanent acquisition of freehold required for construction of Converter Station and landscaping works for siting Option B(i) in association with Work No. 2; or New Landscaping Rights required for soft and hard landscaping should Option B(ii) be chosen |
| Permanent acquisition of land (all freehold and leasehold interests) or New Connection Works Rights | 1-27 | Permanent acquisition of freehold required for construction of the Converter Station for siting Option B(i) in association with Work No.2; or New connection work rights required in association with Work No. 1 should Option B(ii) be chosen; |
| New Access Rights | 1-48, 1-51 | Acquisition of New Access Rights required to construct new access road in association with Work No. 2. |
| New Landscaping Rights | 1-01, 1-02, 1-02a, 1-03, 1-04, 1-05, 1-06, 1-07, 1-08, 1-09, 1-10, 1-11, 1-12, 1-13, 1-14, 1-15, 1-16, 1-17, 1-18, 1-19, 1-21, 1-22, 1-24, 1-25, 1-26, 1-30, 1-32a, 1-38, 1-40, 1-41, 1-42, 1-43, 1-44, 1-56,1-58, 1-59, 1-61, 1-64, 1-69, 1-70, 1-72, 1-82, 2-01 | Acquisition of New Landscaping Rights required for soft and hard landscaping in association with Work No. 2. |
| New Connection Works Rights and New Access Rights | 1-47 | Acquisition of New Connection Works Rights required for the undergrounding of existing 11kv overhead electricity cable and New Access Rights to construct a new access road in association with Work No. 2. |

| | | |
|---|---|---|
| Temporary use of land | 1-34, 1-45, 1-46, 1-49a, 1-50, 1-54, 1-57, 1-60, 1-65, 1-71, 1-73 | Temporary use of land for access, construction of new access route, construction compound(s), laydown area(s) and diversion of public right of way should it be required in association with Work No. 1, Work No. 2 and Work No. 3. |
| Work No. 3 (temporary work area associated with Work No. 1, 2 and 4) | | |
| Permanent acquisition of land (all freehold and leasehold interests) | 1-32 | Permanent acquisition of freehold required for construction compound(s) and laydown area(s) in association with Work No. 1, Work No. 2 and Work No. 4. |
| Temporary use of land | 1-39, 1-60 | Temporary use of land for construction compound(s) and laydown area(s) in association with Work No. 1, Work No. 2 and Work No. 4. |
| Work No. 4 (works to lay the onshore HVDC cables) | | |

| | | |
|------------------------------------|--|--|
| <p>New Connection Works Rights</p> | <p>1-81, 1-83, 3-01, 3-02, 3-03, 3-04, 3-06, 3-08, 3-09, 3-10, 3-12, 3-13, 3-14, 3-15, 3-16, 3-17, 3-18, 3-19, 3-20, 3-21, 3-22, 4-01, 4-02, 4-03, 4-04, 4-05, 4-06, 4-07, 4-08, 4-10, 4-11, 4-12, 4-13, 4-14, 4-15, 4-16, 4-17, 4-18, 4-19, 4-20, 4-21, 4-22, 4-23, 4-24, 4-25, 4-26, 4-27, 4-28, 4-29, 4-30, 4-31, 4-32, 4-33, 4-34, 4-35, 4-36, 4-37, 4-38, 4-39, 4-40, 4-41, 4-42, 5-01, 5-02, 5-03, 5-04, 5-05, 5-06, 5-07, 5-08, 5-09, 5-10, 5-11, 5-12, 5-13a, 5-14, 5-15, 5-16, 5-17, 5-18, 5-19, 5-20, 5-21, 5-22, 5-23, 5-24, 5-25, 5-26, 5-27, 5-28, 5-29, 5-30, 5-31, 5-32, 5-33, 5-34, 5-35, 5-36, 5-37, 5-38, 5-39, 6-04, 6-05, 6-06, 6-07, 6-08, 6-09, 6-10, 6-11, 6-12, 6-13, 6-14, 6-15, 6-16, 6-17, 6-18, 6-19, 6-20, 6-21, 6-22, 7-01, 7-02, 7-03, 7-04, 7-05, 7-07, 7-08, 7-09, 7-10, 7-11, 7-12, 7-22, 7-23, 7-24, 7-25, 8-01, 8-02, 8-03, 8-03a, 8-03e, 8-04, 8-05, 8-06, 8-07, 8-08, 8-10, 9-01, 9-02, 9-04, 9-06, 9-09, 9-10, 9-11, 9-12, 9-13, 9-14, 9-16, 9-18, 9-19, 9-20, 9-26, 9-27, 9-28, 9-29, 10-04, 10-05, 10-10, 10-11, 10-14c, 10-15, 10-16, 10-17, 10-18, 10-19, 10-20, 10-21, 10-22, 10-23, 10-24, 10-25, 10-26, 10-27, 10-28, 10-29, 10-31</p> | <p>Acquisition of New Connection Works Rights required for HVDC cable installation in association with Work No. 4.</p> |
|------------------------------------|--|--|

| | | |
|---|--|--|
| Temporary use of land over the surface only and New Connection Works Rights in respect of subsoil below circa 2.5 metres from the surface | 10-14 | Temporary use of land over the surface of the Eastney and Milton Allotments required for clearing any bentonite break out from HDD activity; and New Connection Works Rights required for HVDC cable installation in association with Work No. 4. |
| New Access Rights over the surface only and New Connection Works Rights in respect of subsoil below circa 2.5 metres from the surface | 10-14a and 10-14b | Acquisition of New Access Rights required for access on foot only over existing internal networks of paths within the Eastney and Milton Allotments and New Connection Works Rights required for HVDC cable installation in association with Work No. 4. |
| New Access Rights | 3-12a, 3-13a, 7-13, 7-16, 7-17, 7-18, 7-19, 7-20, 7-21, 10-12, 10-13 | Acquisition of New Access Rights required for access and egress in association with Work No. 4. |
| Temporary use of land | 3-11, 7-10a, 7-14, 7-15, 8-09, 10-02, 10-03, 10-08, 10-09 | Temporary use of land for laydown area(s), storage area(s), access to landscaping, to support HDD works and to support onshore HVDC cable installation in association with Work No. 4. |
| Work No. 5 (onshore connection works) | | |
| Permanent acquisition of land (all freehold and leasehold interests) | 10-30 | Permanent acquisition of freehold required to construct new Optical Regeneration Station(s) in association with Work No. 5. |
| New Connection Works Rights | 10-31, 10-32, 10-33, 10-34, 10-35, 10-36, 10-37 | Acquisition of New Connection Works Rights required for onshore connection works in association with Work No. 5. |
| Work No. 6 (marine HVDC cables seaward of MHWS and landward of MLWS) | | |

| | | |
|--|---------------------|---|
| New Connection Works Rights | 10-35, 10-37, 10-38 | Acquisition of New Connection Works Rights required for onshore connection works and marine HVDC cables and ducts seaward of MHWS and landward of MLWS between Work No. 5 and Work No. 7 including where required works to facilitate HDD in association with Work No. 6. |
| Work No. 7 (marine HVDC cable) | | |
| No powers of compulsory acquisition sought | N/A | N/A |

6.4 Planning Inspectorate Advice Note 15

- 6.4.1 Planning Inspectorate Advice Note 15 provides at paragraph 24.1 that it may be appropriate to include powers to impose restrictive covenants over part of the land which is subject to compulsory acquisition or use. Before deciding whether or not the power is justified the SoS will need to consider issues such as proportionality, the risk that the use of land above or below a structure could be sterilised if it has to be acquired outright in the absence of a power to impose restrictive covenants or whether there is for example a policy of establishing a continuous protection zone for the infrastructure network which could be secured more efficiently with the benefit of this power.
- 6.4.2 Paragraph 24.2 of Advice Note 15 confirms that the power to impose restrictive covenants over land above a buried cable or pipe has been granted in DCOs.
- 6.4.3 Paragraph 24.3 of Advice Note 15 provides that in order to enable the SoS to consider whether the imposition of restrictive covenants is necessary for the purposes of implementing a DCO, and appropriate in human rights terms, applicants should be prepared to fully explain and justify the need for including such powers in the Statement of Reasons. It further provides that DCO provisions seeking to impose restrictive covenants should not be broadly drafted and should identify the land to which they relate and the nature of the restrictive covenant.
- 6.4.4 The Applicant has had regard to this guidance in preparing its Order, the Land Plans (Document Reference: 2.2, Rev 005) and the Book of Reference (Document Reference: 4.3, Rev 007). Article 23 includes a power to impose restrictive covenants over so much of the land as is identified in the Book of Reference and shown on the Land Plans, thereby directly relating back to these documents. The proposed restrictions are required to protect the infrastructure from becoming exposed, damaged or built over; preventing operations which may obstruct, interrupt or interfere with the infrastructure and the exercise of the new rights granted over the land; ensuring that access for future maintenance can be facilitated; and

ensuring that the need to acquire land for this purpose is minimised in so far as possible.

6.4.5 The Applicant considers that the imposition of such restrictions over the land as is necessary is justified and a proportionate approach in the circumstances, so as to protect and preserve the integrity and future safe operation of the Proposed Development.

6.4.6 It is also necessary to impose restrictive covenants in relation to the new rights, to provide sufficient protections for the uninterrupted construction, operation and maintenance of the Proposed Development, including to ensure it remains adequately visually screened by existing and/or newly planted vegetation.

6.5 **Time period for exercise of compulsory acquisition powers**

6.5.1 Article 22 (time limit for exercise of authority to acquire land compulsorily) of the Order provides that the Applicant will have a period of 5 years within which to exercise the powers of compulsory acquisition. The period of 5 years is considered to be a reasonable period taking into account the complexity and scale of the Proposed Development, which involves the building out of a linear scheme of works with an Onshore Cable Route of approximately 20km in length and in relation to which it is necessary to route around existing constraints within the necessary flexibility provided by the limits of deviation, set by the Order Limits.

6.5.2 Accordingly, the undertaker will wish to be able to confirm the final location of the Authorised Development following construction before any required permanent easement in relation to operation and maintenance of the Authorised Development is confirmed, so as to ensure only so much land as is necessary for that purpose is burdened by the rights to be granted by the Order.

6.5.3 It will naturally take time to obtain the approvals required by the Requirements of the DCO before works can be constructed, which will be undertaken over a longer period because of the linear nature of the Proposed Development and the sequenced build out to mitigate environmental impacts, and it is also relevant that the Authorised Development will require significant supply chain engagement.

6.5.4 Taking these factors into account, it is considered that a period of 5 years is reasonable in relation to this development. It allows necessary time for all pre-construction matters to be dealt with, and for the Proposed Development, particularly the Onshore Cable Route, to be constructed in sequence within the constraints provided to mitigate environmental impacts, and subsequently the permanent easement width to be confirmed, therefore ensuring the rights to be acquired are the minimum amount required in connection with the operation and maintenance of the Proposed Development.

6.6 **Additional powers within the Order**

6.6.1 Within the Order there are also other powers that could be considered to give the Applicant the power to interfere with land.

6.6.2 In relation to highways, Part 3 of the Order provides the Applicant with powers in relation to public highways and streets, including the ability to carry out street works (to enter onto them and to lay and maintain apparatus

in them), to construct means of access, to alter the layout of streets, and to create temporary prohibitions and restrictions on the use of such streets (including the power to place traffic signs on or near a street). Given the extent of the works comprised in the Proposed Development that will be carried out in the highway, and the manner in which those works need to be carried out so as to avoid unduly giving rise to adverse impacts, it is essential for the Order to include such powers in relation to works in the public highway and streets.

- 6.6.3 Any interference with rights, restrictions etc. over the land affected by the Proposed Development from the exercise of any Articles in the Order which provide statutory access and/or use of the land are captured in Part 3 of the Book of Reference (Document Reference: 4.3, Rev 007).
- 6.6.4 Pedestrian access to all properties adjoining the public highway during the construction and operation of the Proposed Development will be maintained at all times. Arrangements to ensure vehicular access to properties and businesses adjoining the public highway during the construction of the Proposed Development are detailed in the Framework Traffic Management Strategy (Document Reference: 6.3.22.1A, Rev 004) submitted as part of the Application.
- 6.6.5 The Order also contains the following additional powers which may constitute interference with land and/or rights over land and as such are captured in Part 3 of the Book of Reference (Document Reference: 4.3, Rev 007):
 - (A) Article 17 (discharge of water);
 - (B) Article 18 (protective works to buildings);
 - (C) Article 19 (authority to survey and investigate the land);
 - (D) Article 41 (felling and lopping of trees and removal of hedgerows);
and
 - (E) Article 42 (trees subject to tree preservation orders).

7. JUSTIFICATION FOR THE USE OF POWERS OF COMPULSORY ACQUISITION

7.1 Statutory authority and compulsory acquisition guidance

- 7.1.1 Section 120 and paragraphs 1 and 2 of Part 1 to Schedule 5 of the Act provide that an order granting development consent may make provision relating to, or to matters ancillary to:
- (A) the acquisition of land, compulsorily or by agreement; and
 - (B) the creation, suspension or extinguishment of, or interference with, interests over land, compulsorily or by agreement.
- 7.1.2 Section 122(1) and (2) of the Act provides that an order granting development consent may include provision authorising the compulsory acquisition of land only if the SoS is satisfied that the following conditions are met:
- (A) the land is required for the development to which the development consent relates;
 - (B) the land is required to facilitate or is incidental to that development; or
 - (C) the land is replacement land which is to be given in exchange for commons, open spaces etc.
- 7.1.3 Section 122(3) of the Act provides that an order granting development consent may include provision authorising the compulsory acquisition of land only if the SoS is satisfied that there is a compelling case in the public interest for the land to be acquired compulsorily.
- 7.1.4 Paragraphs 12 and 13 of the guidance issued by the Department for Communities and Local Government related to procedures for the compulsory acquisition of land⁶ explain that for the SoS to establish there is a compelling case in the public interest, they will need to be persuaded that there is compelling evidence that the public benefits that would be derived from the compulsory acquisition will outweigh the private loss that would be suffered by those whose land is to be acquired.
- 7.1.5 Paragraphs 8 to 10 of that guidance provide general considerations in relation to the compulsory acquisition of land, and that the Applicant must be able to demonstrate the following to the SoS in connection with the compulsory acquisition powers sought:
- (A) that all reasonable alternatives have been explored;
 - (B) that the proposed interference with the rights of those with an interest in the land is for a legitimate purpose, and that it is necessary and proportionate;
 - (C) that the Applicant has a clear idea of how they intend to use the land which it is proposed to acquire;
 - (D) that there is a reasonable prospect of the requisite funds for acquisition becoming available;
 - (E) that the purposes for which an order authorises the compulsory acquisition of land are legitimate and are sufficient to justify

⁶ Department of Communities and Local Government: Planning Act 2008 – Guidance related to procedures for the compulsory acquisition of land – September 2013.

interfering with the human rights of those with an interest in the affected land, with particular regard given to Article 1 of the First Protocol to the European Convention on Human Rights and, in the case of the acquisition of a dwelling, Article 8 of the Convention.

7.1.6 Paragraph 11 of the guidance provides that the SoS will need to be satisfied that the land which compulsory acquisition powers are sought in relation to is no more than is needed for the development for which consent is sought, or in respect of land that is incidental or required to facilitate the Proposed Development that the development could not proceed without the land in question being acquired. The guidance provides an example in this regard in relation to landscaping for a project, confirming that the SoS in those circumstances would need to be satisfied that the development could only be landscaped to a satisfactory standard if the land in question were to be compulsorily acquired.

7.1.7 The Applicant considers, that for the reasons set out in this Statement, the conditions provided at section 122 of the Act and discussed above are satisfied in relation to the proposed powers to compulsorily acquire land and rights over land in the Order.

7.2 The requirement for the land or rights over land

7.2.1 The land, rights over land, and the imposition of restrictions on land sought in the Order are required for the construction, operation and maintenance of the Proposed Development. The powers to compulsorily acquire the land and rights over land and to impose restrictions are therefore required to ensure there is no impediment to the delivery of the Proposed Development, which has been recognised by the SoS to be of national significance⁷.

7.2.2 Feasibility and connection and infrastructure options studies, environmental appraisals and engineering appraisals were conducted to determine the most suitable location for the Proposed Development, including the landfall, the converter station, the onshore HVDC cable route between the two and the route for the marine HVDC cable in the UK Marine Area, though no powers of compulsory acquisition are sought in relation to the marine elements.

7.2.3 The location and extent of the land onshore which the compulsory acquisition powers relate to has been carefully considered and designed to optimise the route, to cause as little disruption and take the minimum amount of land possible and also to avoid the unnecessary sterilisation of land in the future.

7.2.4 The justification for the inclusion of compulsory acquisition powers in the Order, in accordance with the provisions of the Act, is to secure the land, new rights over land, the imposition of restrictions and the temporary use of land to enable the construction, operation and maintenance of the Proposed Development, and in turn the realisation of the significant public benefits that will be derived from it, discussed in section 8 of this Statement.

7.2.5 Further, as the Proposed Development has been confirmed to be of national significance on the basis that the 2,000 MW capacity of the

⁷ See the direction issued pursuant to section 35 of the Act by the Secretary of State for Business, Energy and Industrial Strategy dated 20 July 2018 in relation to the Proposed Development.

Proposed Development is similar in terms of electrical capacity to a generating station that would qualify to be considered under the Act as a nationally significant infrastructure project, the Applicant considers there is a compelling case in the public interest that outweighs the private loss that would be suffered by those whose land is to be acquired or affected, justifying the inclusion of the necessary powers of compulsory acquisition in the Order for the Proposed Development to be delivered and capable of safe operation.

- 7.2.6 The extent of the land to be affected by the Proposed Development will be no more than is reasonably necessary in connection with the construction, operation and maintenance of the Proposed Development and is therefore necessary and proportionate. In addition, compensation, subject to independent determination where there is any dispute, is payable to all affected landowners and occupiers.

7.3 **Power to override easements and other rights and private rights of way**

- 7.3.1 Article 21 (statutory authority to override easements and other rights) provides that the carrying out of any Proposed Development pursuant to the Order is authorised for the purpose of section 158(2) of the Act. Section 158(1) of the Act provides statutory authority for:

- (A) carrying out development for which consent is granted by an order granting development consent; and
- (B) doing anything else authorised by an order granting development consent.

- 7.3.2 Section 158(2) of the Act provides that the statutory authority under subsection (1) is conferred only for the purpose of providing a defence in civil or criminal proceedings for nuisance.

- 7.3.3 Article 21 provides that compensation will be payable to any person whose land is injuriously affected by any interference with an interest or right or the breach of a restriction by virtue of the carrying out of the Proposed Development and the operation of section 158 of the Act.

- 7.3.4 Article 24 (private rights of way) provides that all private rights of way (only) over land subject to compulsory acquisition under the Order shall be extinguished from the date of the acquisition of the relevant land, or rights over land, or on the date of entry onto the land by the Applicant. In addition, all private rights of way over land of which temporary possession is taken shall be suspended and unenforceable for as long as the Applicant remains in lawful possession of the land.

- 7.3.5 Further, any person who suffers loss by the extinguishment or suspension of any private right of way under the exercise of powers conferred by Article 24 of the Order shall be able to claim compensation, subject to independent determination where there is any dispute.

- 7.3.6 Article 33 (statutory undertakers) authorises the undertaker to acquire compulsorily land or new rights over land, or impose restrictive covenants over land belonging to statutory undertakers within the limits of the Land identified on the Land Plans (Document Reference: 2.2, Rev 005). It further provides for the extinguishment of rights and the removal or relocation of apparatus belonging to statutory undertakers and to construct the Proposed Development in such a way as to cross underneath or over the apparatus.

The powers to do so are essential to ensure the Proposed Development may be constructed, particularly in areas congested with apparatus. Subject to the operation of protective provisions for the benefit of the various statutory undertakers and any third party agreements entered into or to be entered into between the Applicant and any statutory undertakers, it is not considered the construction of the Proposed Development will unfairly prejudice or impact any statutory undertaker. **Appendix B and C** summarise negotiations with statutory undertakers and other persons with apparatus within the Order limits.

7.3.7 All third-party rights which are proposed to be extinguished, suspended or interfered with and which were identified through the diligent enquiry are detailed in Part 3 of the Book of Reference (Document Reference: 4.3, Rev 007). Unknown interests which were not identified by the diligent enquiry are still subject to the provisions and protections provided by the Order, so as to ensure the Proposed Development can be delivered without impediment in a reasonable and proportionate manner.

7.3.8 Taking into account the confirmed national significance of the Proposed Development, the Applicant considers there is a compelling case in the public interest for the above discussed powers to be included in the Order. As has been confirmed, the extent of the land to be affected by the Proposed Development, and in turn subject to the powers in the Order, is no more than is reasonably necessary for its construction, operation and maintenance and therefore any interference with private rights of way or other rights is proportionate. In addition, as confirmed compensation is payable in relation to any such interference where appropriate.

7.4 **Summary of negotiations with landowners**

7.4.1 Landowners, lessees, tenants and occupiers identified by the diligent enquiry have been notified of the Proposed Development and included in the consultation process in accordance with section 42 of the Act. Each such landowner has been contacted with a view to entering into negotiations to acquire the required land or rights over land as necessary, save for in respect of the subsoil beneath and not forming part of the highway (discussed further at paragraph 7.5 below).

7.4.2 The Applicant has successfully concluded commercial negotiations in respect of some of the land over which rights (and restrictions) are required for the Proposed Development. The Applicant is including this land within the Order Limits in order to ensure it can be secured with certainty. In addition, there may be unknown rights, restrictions, easements or servitudes affecting that land which also need to be overridden, removed and/or extinguished in order to facilitate the construction and operation of the Proposed Development without hindrance.

7.4.3 The Applicant will continue to endeavour to acquire the land and the rights over the land and other interests and for the temporary use of land, as well as secure the removal of rights affecting the Order land that may impede the Proposed Development, by agreement wherever possible. **Appendix D** summarises the current status of negotiations with land owners.

7.4.4 The guidance issued by the Department for Communities and Local

Government related to procedures for the compulsory acquisition of land⁸ provides at paragraph 25 that where proposals would entail the compulsory acquisition of many separate plots of land (such as for long, linear schemes) it may not always be practicable to acquire by agreement each plot of land. Where this is the case it is reasonable to include provision authorising compulsory acquisition covering all the land required at the outset and continue to negotiate in parallel to acquire the land by agreement.

7.5 Highway subsoil

- 7.5.1 The surface of a highway and the first metre or so required to maintain it are deemed to be owned by a highway authority where the road is maintainable at the public expense, as most highways are. Usually, utility companies installing cables and pipes for water, gas, electricity and telecommunications install them within this upper strata forming the highway under statutory licence from the highway authority.
- 7.5.2 Part of the onshore HVDC cables is to be buried in land which is highway or may otherwise need to be installed in subsoil beneath and not forming part of the highway, depending on the final confirmed burial depth of the cables. The precise extent of the highway authority's vested ownership is not defined by law, and in order to ensure that Applicant is able to lawfully install and operate the Proposed Development at the necessary depth without impediment, including beneath the top strata of land forming the highway (and therefore not part of the highway), the Order provides for the Applicant to acquire rights over the subsoil beneath the highway.
- 7.5.3 In most cases, the owner of the subsoil below the vertical plane of land forming the highway and deemed to be vested in the highway authority is not formally registered. However, there is a legal presumption that in such cases the owners of the subsoil beneath the highway (and therefore not forming part of the top strata of land, which forms the highway) are the owners of the land or houses on either side of the highway up to the middle of the road (known as the *ad medium filum* rule).
- 7.5.4 Where rights over the subsoil beneath the highway from owners of that land are required in connection with the Proposed Development, that interest is proposed to be acquired via compulsory acquisition without negotiation or the payment of compensation. This is because the relevant owner has no use or enjoyment of that subsoil land, is not prejudiced by the rights to be granted over that land that are necessary for the Proposed Development, and because the subsoil of a highway is not recognised to have any market value. It would therefore not be a proportionate approach to require the negotiation for the acquisition of such land by agreement from all of the presumed owners of it along the length of the Onshore Cable Corridor.
- 7.5.5 This intended approach was clearly explained in the consultation carried out by the Applicant pursuant to section 42 of the Act.

7.6 Unknown Interests

- 7.6.1 Excluding subsoil beneath the highway, there are only two unknown interests identified in the Book of Reference (Document Reference: 4.3, Rev 007) where it has not been possible to identify ownership. The

⁸ Department of Communities and Local Government: Planning Act 2008 – Guidance related to procedures for the compulsory acquisition of land – September 2013.

statement "unknown" is provided for in the Book of Reference (Document Reference: 4.3, Rev 007) where diligent enquiry has not identified the ownership information. The Applicant has carried out searches and enquiries with the Land Registry, site visits and notices have been and will be erected on the land to seek to identify the unknown landowner or people with an interest in the land. One of the unknown interests relates to a mines and minerals reservation below a depth of 200 feet but without power of entering upon or breaking up the surface and is not an interest which impacts the delivery of the Proposed Development in any case. The second relates to a path and the Applicant's land referencing team are working to resolve the ownership with the party believed to own the land.

7.6.2 In addition, it has not been possible to identify all individual tenants of Allotment plots in the Eastney and Milton Allotments. Further to its diligent enquiries in relation to the Allotments and the placing of site notices at the Allotments to request this information, the Applicant has engaged with Portsmouth City Council to obtain this information, which has been included in the Book of Reference where received.

7.7 **Compelling case in the public interest**

7.7.1 The need for the Project and its benefits are described in full in the Needs and Benefits Report (Document Reference: 5.6), the Needs and Benefits Report Addendum (Document Reference 7.7.7), and the second Needs and Benefits Report Addendum (Document Reference 7.7.19). The Applicant therefore considers that, as required by the Act, the SoS can be satisfied that there is a compelling case in the public interest to justify the grant of all compulsory purchase powers sought, which are necessary to ensure delivery and future safe operation of the Project.

7.8 **Funding and compensation**

7.8.1 The Funding Statement that is submitted as part of the Application (Document Reference: 4.2, Rev 002) explains how it is expected that the construction of the Proposed Development will be funded, as well as the acquisition of land or interests in land.

7.8.2 The Applicant therefore considers the SoS can be satisfied that adequate funds are likely to be available for payment of compensation within the 5 year period following the order being made.

7.9 **Human rights**

7.9.1 The ECHR, incorporated into UK law by the Human Rights Act 1998, includes provisions which are to protect the rights of the individual, several of which are relevant to the consideration of whether the grant of compulsory acquisition powers in the Order is justified.

7.9.2 Article 1 of the First Protocol to the ECHR provides:

(A) *"Every natural or legal person is entitled to the peaceful enjoyment of his possessions. No one shall be deprived of his possessions except in the public interest and subject to conditions provided for by law."*

7.9.3 Article 6 of the ECHR provides:

(A) *"In the determination of his civil rights and obligations... everyone is*

entitled to a fair and public hearing within a reasonable time by an independent and impartial tribunal established by law".

- 7.9.4 Article 8 of the ECHR provides:
- (A) *"1. Everyone has the right to respect for his private and family life, his home and his correspondence.*
- 2. There shall be no interference by a public authority with the exercise of this right except such as is in accordance with the law and is necessary in a democratic society in the interests of national security, public safety or the economic well-being of the country, for the prevention of disorder or crime, for the protection of health or morals, or for the protection of the rights and freedoms of others".*
- 7.9.5 The SoS is under a duty to consider whether the exercise of powers interacts with rights protected by the ECHR when making a decision on the Application.
- 7.9.6 The Order has the potential to infringe the rights of persons who hold interests in land which is proposed to be affected by the Proposed Development and the exercise of powers in the Order under Article 1 of the First Protocol to the ECHR. Such an infringement will be authorised by law where:
- (A) the statutory procedures for making the Order are followed and there is a compelling case in the public interest for the inclusion of powers of compulsory acquisition in the Order;
- (B) The infringement is proportionate.
- 7.9.7 As is explained in this Statement, the Applicant has sought to minimise the amount of land which is affected by the Proposed Development and over which powers of compulsory acquisition are required. Further, significant public benefit will be realised from the delivery of the nationally significant Proposed Development. The public benefit of the Proposed Development will only be realised where there is no impediment to its delivery, which all powers of compulsory acquisition sought in the Order are necessary to ensure.
- 7.9.8 The Applicant has considered the potential infringement of the ECHR in consequence of the inclusion of the compulsory acquisition powers in the Order, including when the extent of land to be affected was determined. The Applicant is of the view that there is a compelling case in the public interest for the inclusion of powers of compulsory acquisition in the Order, and that whilst those powers when exercised have the potential to infringe on the rights provided by the ECHR, on balance the significant public benefits of the Proposed Development outweigh the effects upon persons who own property or rights over property which are to be affected. Compensation, where appropriate, is payable in connection with the exercise of the powers of compulsory acquisition in the Order.
- 7.9.9 In relation to Article 6 of the ECHR, opportunity has been provided to the persons potentially affected by the powers to make representations regarding the Proposed Development in accordance with the requirements of the Act. Further, representations may be made in response to any notice given under section 56 of the Act for consideration at the examination of the Application and in any written representations procedure or any

compulsory acquisition hearing to be held under section 92 of the Act.

- 7.9.10 Should the Order be made, any person aggrieved by it may challenge it in the High Court if they consider that there are grounds for doing so pursuant to section 118 of the Act.
- 7.9.11 Any compensation may, in the event of dispute, be determined by the Upper Tribunal (Lands Chamber), being an independent judicial body.
- 7.9.12 Taking into account the justification provided for in this section 7 of this Statement, and the need for the Proposed Development outlined in Needs and Benefits Report (Document Reference: 5.6), the Needs and Benefits Report Addendum (Document Reference 7.7.7) and the second Needs and Benefits Report Addendum (Document Reference 7.7.19), the Applicant considers the Order strikes a fair balance between the public benefit and interest in the Proposed Development being delivered and the interference with the rights that will be affected. Accordingly, the Applicant considers it would be appropriate and proportionate for the SoS to make the Order, including the powers of compulsory acquisition.

8. SPECIAL CONSIDERATIONS

8.1 Special category land

- 8.1.1 Section 132 of the Act applies to the compulsory acquisition of land or rights over land forming part of a common, open space or fuel or field garden allotment (special category land).
- 8.1.2 The parts of the land affected by the compulsory acquisition powers, and the extent to which they are affected, which are special category land are shown on the Land Plans (Document Reference: 2.2, Rev 005) and identified in Part 5 of the Book of Reference (Document Reference: 4.3, Rev 007), and comprise open space in plots 3-14, 6-10, 7-04, 7-12, 7-13 8-03a, 8-03e, 9-01, 9-06, 9-13, 9-18, 9-20, 10-14c, 10-21, 10-35, 10-36, 10-37, 10-38.
- 8.1.3 Section 132(2) of the Act provides that an order granting development consent is to be subject to special parliamentary procedure, to the extent the Order authorises the compulsory acquisition of a right over special category land, unless the SoS is satisfied that when burdened with the Order right, the land will be no less advantageous to those persons in whom it is vested, other persons entitled to rights of common or other rights, and the public, than it was before it was so burdened, and that fact is recorded in the Order.
- 8.1.4 There will be no permanent physical infrastructure installed on the surface of the special category land which is to be subject to the compulsory acquisition of rights in connection with the operation and maintenance of the Proposed Development. Furthermore, the acquisition of the necessary rights over that land will not affect the character of the land in any way following construction of the Proposed Development, since the surface of the land is required to be restored to its former state in accordance with the Order.
- 8.1.5 There may following the construction of the Proposed Development be a need for future maintenance activities associated with the HVDC cable onshore on the special category land, which would be rare and temporary in nature, or in the event of a cable failure or emergency.
- 8.1.6 The Applicant therefore considers that the special category land when burdened with the rights sought in the Order will be no less advantageous to any person or the public than it was before, and therefore the test provided for at section 132(3) of the Act is satisfied.
- 8.1.7 Further, the only special category land over which powers of compulsory acquisition of rights are sought is open space, none of which is subject to a dual designation as any other of the special categories. There is no suitable alternative land available to be given in exchange for the open space for the period of construction. As such, Section 132(4A) is also applicable.
- 8.1.8 Section 132(4A) of the Act provides that an order granting development consent is to be subject to special parliamentary procedure, to the extent the Order authorises the compulsory acquisition of a right over special category land, unless the SoS is satisfied the order land is, or forms part of open space, none of the order land is any other type of special category land, there is no suitable replacement land available, or any such land to

be given in exchange for the order land is only available at a prohibitive cost, and it is it is strongly in the interest for the development for which the order grants consent to be capable of being begun sooner than is likely possible if the order were to be subject (to any extent) to special parliamentary procedure

- 8.1.9 To require the grant of the Order to be the subject of special parliamentary procedure would delay the soonest point at which the authorised development may be begun. It is also the Applicant's view that in light of the significant national benefits which the authorised development will provide, as outlined in the Needs and Benefits Report (Document Reference: 5.6), the Needs and Benefits Report Addendum (Document Reference 7.7.7) and the second Needs and Benefits Report Addendum (Document Reference 7.7.19), it is strongly in the public interest for the Proposed Development to be begun at the earliest possible opportunity. The Applicant would draw particular attention to the significant carbon emissions benefits which the authorised development will deliver and their contribution to helping the UK meet its target of net zero carbon emissions by 2050, as well as the significant economic stimulus that the delivery of the Proposed Development would provide at a time when it is imperative to boost the UK economy in the short term following the Covid-19 pandemic.

8.2 Statutory undertakers land

- 8.2.1 The land affected by the Proposed Development includes land, rights or other interests owned by the following statutory undertakers:

- ESP Utilities Group Ltd;
- GTC Pipelines Limited (GTC Electricity);
- GTC Pipelines Limited (GTC Gas);
- Hampshire County Council;
- Indigo Pipelines Limited
- National Grid Electricity Transmission plc;
- Network Rail Infrastructure Ltd;
- Portsmouth City Council;
- Portsmouth Water Ltd;
- Southern Gas Network PLC;
- Southern Water Services Ltd (Sewer);
- SSE PLC (Gas) (although it has recently been identified through further engagement with SSE and SGN the only asset of SSE Plc (Gas) is apparatus of Indigo Pipelines Ltd);
- SSE Services PLC (High Voltage);
- SSE Services PLC (Low Voltage);
- Leep Networks (Water) Limited); and

- 8.2.2 The land and rights and interests held by each statutory undertaker are identified within Parts 2 and 3 of the Book of Reference (Document Reference: 4.3).

- 8.2.3 Section 127(2) of the Act states that an order granting development consent may only include provisions authorising the compulsory acquisition of statutory undertakers' land to the extent that:
- (A) the land can be purchased and not replaced without serious detriment to the carrying on of the undertaking; or
 - (B) the land can be replaced by other land belonging to or available for acquisition by the undertakers without serious detriment to the carrying on of the undertaking.
- 8.2.4 Section 127(5) of the Act provides that an order granting development consent may include provision authorising the compulsory acquisition of a right over statutory undertakers' land where the creation of a new right over the land only to the extent that:
- (A) the right can be purchased without serious detriment to the carrying on of the undertaking; or
 - (B) any detriment to the carrying on of the undertaking, in consequence of the acquisition of the right, can be made good by the undertakers by the use of other land belonging to or available for acquisition by them.
- 8.2.5 As is explained in section 7 to this statement, adequate protection for statutory undertakers will be provided by virtue of the protective provisions in Schedule 13 of the Order and by any third party agreements entered into between the Applicant and any statutory undertaker, where required.
- 8.2.6 The Applicant considers that statutory undertakers affected by the Proposed Development will not suffer serious detriment to the carrying on of their undertakings as a result of the compulsory acquisition of land or rights over land or powers of temporary possession sought in connection with the Proposed Development. The tests provided for in section 127 of the Act and explained above are therefore considered to be satisfied.
- 8.2.7 Section 138 of the Act is engaged by Article 33 of the Order, which permits the Applicant to extinguish or relocate the rights or apparatus of statutory undertakers and electronic communications code operators. Such a power may be included in an order granting development consent where the SoS is satisfied that the extinguishment or removal is necessary for the purpose of carrying out the development to which the Order relates.
- 8.2.8 The construction of the Proposed Development will require interference with statutory undertaker apparatus and as such it is considered by the Applicant that the test of necessity is met. The exercise of such powers will be carried out in accordance with the protective provisions to be contained at Schedule 13 of the Order and any third party agreements entered into, ensuring the safeguarding of apparatus.

8.3 **Crown Land**

- 8.3.1 An order granting development consent may, in accordance with section 135 of the Act, include provision authorising the compulsory acquisition of an interest in Crown Land or any other provision relating to Crown land only if the Crown authority consents to the inclusion of the provisions.
- 8.3.2 The compulsory purchase powers in the Order relate to land which is held by the Crown or subject to Crown interests. This land is described in Part 4

of the Book of Reference and shown on the Land Plans (Document Reference: 4.3, Rev 007, and 2.2, Rev 005). The Book of Reference clearly states that any interests owned by the Crown are excluded from the ambit of the compulsory acquisition powers contained in Part 5 of the Order.

- 8.3.3 The Applicant is in discussions with Crown Estate Commissioners and the Ministry of Defence in order to obtain their consent to the inclusion of provisions as is required pursuant to section 135 of the Act.

9. OTHER CONSENTS

9.1.1 A number of other consents and licences are required for the Project, in the UK and France. These other consents and licences are detailed in the Other Consents and Licences document (Document Reference: 5.2, Rev 003). The Applicant is not aware of any reason why these other consents and licences would not be granted.

9.2 UK consents

9.2.1 The Order will grant development consent for the construction, operation and maintenance of the Proposed Development, however there are a number of other consents and licences that will or may be required from bodies such as Natural England and the Marine Management Organisation.

French consents

9.2.2 AQUIND has undertaken an environment impact assessment along the proposed cable route and at the converter station location in order to obtain an Environmental Authorisation (in the form of an Arrêté Préfectoral). Article R. 122-2 of the Environmental Code (Code de l'Environnement) defines the different types of projects for which an environmental impact assessment is necessary. AQUIND Interconnector falls under two sections of the Environmental Code under which the environmental impact assessment is needed: (i) construction of overhead power lines at high and very high voltage and transformer stations with a maximum voltage equal to or greater than 63kV; and (ii) underwater power lines at high and very high voltage. In accordance with the Environment Code, AQUIND Interconnector must be studied as a whole, and should include both onshore and marine elements. The environmental impact assessment was submitted to the Préfecture de Seine Maritime in October 2019.

9.2.3 Article R. 214-1 of the Environmental Code (commonly known as the "Water Act" nomenclature) defines operations that are subject to environmental authorization. AQUIND Interconnector is submitted to authorization under four headings (headings 1.1.2.0; 1.2.1.0; 4.1.2.0; 4.1.3.0), and declaration under three headings (1.1.1.0; 2.1.5.0; 3.2.2.0).

9.2.4 The environmental impact assessment submitted as part of the overall public enquiry file, which will include:

- (A) Environmental Authorization (Autorisation Environnementale, according to the Environment Code)
- (B) Right to use the public maritime area (Concession d'Utilisation du Domaine Public Maritime, according to Code of Public Property); and
- (C) Optional Declaration of Public Utility (Déclaration d'Utilité Publique, according to the Energy Code)

9.2.5 In addition to the Environmental Authorisation, a number of other permit requests are to be submitted:

- (A) building permit for the converter station;
- (B) authorization for temporary public domain use, for works and operation of the underground cable;

- (C) access and easement agreement from landowners where the infrastructure needs to cross private land;
- (D) licence to lay, maintain and operate electricity and Fibre Optic Cables ('FOCs') on onshore public land;
- (E) agreement to lay, maintain and operate electricity and Fibre Optic Cables ('FOCs') on onshore private land; and
- (F) authorisation from SNCF for underground works under railways.

10. FURTHER INFORMATION

10.1 Negotiation of land rights

10.1.1 Owners and occupiers of property affected by the Order and the Proposed Development who wish to negotiate a sale or discuss matters of compensation should contact Alan O'Sullivan, Avison Young, 65 Gresham Street; London, EC2V 7NQ. Email: alan.osullivan@avisonyoung.com. Tel: 07984 249575.

10.2 Compensation

10.2.1 Provision is made by statute with regard to compensation for the compulsory acquisition of land and rights over land and the depreciation of the value of land as a consequence of injurious affection.

10.2.2 Information regarding compensation is provided in a series of booklets published by the Department for Communities and Local Government entitled "Compulsory Purchase and Compensation".

10.2.3 The booklets are available to view and download for free online at: <https://www.gov.uk/government/collections/compulsory-purchase-system-guidance>

11. **CONCLUSION**

- 11.1.1 This Statement demonstrates that the inclusion of compulsory acquisition powers within the Order meets the tests of section 122 of the Act, and all other relevant statutory requirements.
- 11.1.2 The acquisition of land or rights over land and the imposition of restrictions over land sought to be authorised in connection with the construction, operation and maintenance of the Proposed Development are no more than are reasonably necessary for the Proposed Development to be delivered and operated in the future without impediment and are proportionate. The limits of deviation provided for the Onshore Cable Route includes a necessary and proportionate level of flexibility so to ensure the delivery of the Proposed Development without impediment.
- 11.1.3 Furthermore, there is a compelling case in the public interest, in light of the need for the Proposed Development and the significant public benefits that will be realised by it, for the land or rights over land to be acquired via compulsion, where it is not possible to do so by private voluntary agreement.
- 11.1.4 It is therefore submitted that the Order be made and all compulsory acquisition powers, powers of temporary possession and powers to otherwise interfere with land or rights over land sought within the Order be granted.

Appendix A

RIGHTS AND RESTRICTIONS SOUGHT

Where listed in the Book of Reference (Document Reference: 4.3), the following rights and restrictions are sought over the plots described in the Book of Reference:

| New Connection Works Rights (land coloured blue): | |
|---|---|
| Means all rights and restrictions necessary for the undertaker and / or those authorised by the undertaker: | |
| (a) | to install, construct, operate, test, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, renew, upgrade, protect and improve the underground electricity cables, jointing bays, ducting, telecommunications apparatus (including but not limited to fibre optic cables) and other ancillary apparatus (including but not limited to access chambers, manholes and link pillar boxes) and any other works as necessary together with the right to fell, cut, trim or lop trees, bushes and roots which may obstruct or interfere with the underground electricity cables, telecommunications apparatus and other ancillary apparatus; |
| (b) | to remove any structures, buildings, material deposits, items or hazards on the land; |
| (c) | to pass and repass on foot, with or without vehicles, equipment, plant and machinery (including any temporary surface) at all times and for all purposes in connection with the construction, use, maintenance, testing, upgrading, replacing and decommissioning of the Proposed Development; |
| (d) | continuous vertical and lateral support for the Proposed Development; |
| (e) | to install, construct, operate, test, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, renew, upgrade, protect and improve sewers, drains, pipes, ducts, mains, conduits, |

| | |
|-----|--|
| | flues, fibre optic cables and other conducting media whatsoever and to drain into and manage water flows in any drains, watercourses and culverts; |
| (f) | to install, construct, operate, test execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodlands, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs and landscaping and the right to pass and repass on foot, with or without vehicles, equipment, plant and machinery for all purposes in connection with the implementation and maintenance of landscaping and ecological mitigation or enhancement works; |
| (g) | to temporarily place and use on the land on or under which the underground electricity cables, jointing bays, ducting, telecommunications apparatus (including but not limited to fibre optic cables) and other ancillary apparatus is situated (including but not limited to access chambers, manholes and link pillar boxes) or land on which any part of it is situated, materials, equipment, plant or apparatus required in connection with the underground electricity cables, telecommunications apparatus and other ancillary apparatus or any part of it; and |
| (h) | restrictions on constructing and erecting buildings, works or structures, excavation, altering ground cover or soil levels, planting or growing trees or shrubs or carrying out operations or actions which may obstruct, interrupt, or interfere with the exercise of the rights or damage the Proposed Development. |
| (i) | restrictions on constructing and erecting buildings, works or structures, excavation, altering ground cover or soil levels, planting or growing trees or shrubs or carrying out operations or actions in so far as such works extend into the strata of land over which the |

| | |
|---|---|
| | restriction applies and which may obstruct, interrupt, or interfere with the exercise of the rights or damage the Proposed Development. |
| New Access Rights (land coloured purple) | |
| Means all rights and restrictions necessary for the undertaker and / or those authorised by the undertaker: | |
| (a) | to construct, build, use, maintain, surface and improve a permanent means of access including visibility splays; |
| (b) | to remove any structures, buildings, material deposits, vegetation, items or hazards on the land; |
| (c) | to install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodlands, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs and landscaping and the right to pass and repass on foot, with or without vehicles, equipment, plant and machinery (including any temporary surface) at all times and for all purposes in connection with the implementation and maintenance of landscaping and ecological mitigation or enhancement works; |
| (d) | to pass and repass on foot, with or without vehicles, equipment, plant and machinery (including any temporary surface) for all purposes in connection with the construction, use, testing, upgrading, replacing, maintenance and decommissioning of the Proposed Development; |
| (e) | to pass and repass on foot, with or without vehicles, equipment, plant and machinery (including any temporary surface) at all times and for all purposes in connection with the implementation and maintenance of landscaping and ecological mitigation or enhancement works; |

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| (f) | restrictions on constructing and erecting buildings, works or structures, altering ground cover or soil levels, planting trees or shrubs or carrying out operations or actions which may obstruct, interrupt, or interfere with the exercise of the rights; and |
| (g) | to install, construct, operate, test, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, renew, upgrade, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage water flows in any drains, watercourses and culverts. |
| (h) | to pass and repass on foot only over access ways and footways used in common with allotment holders for all purposes in connection with the construction, use, maintenance and decommissioning of the Proposed Development. |

New Landscaping Rights (land coloured green)

Means all rights and restrictions necessary for the undertaker and / or those authorised by the undertaker:

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| (a) | to install, execute, implement, retain, repair, improve, renew, remove, relocate and plant trees, woodlands, shrubs, hedgerows, seeding and other ecological measures together with the right to maintain, inspect and replant such trees, shrubs and landscaping and the right to pass and repass on foot, with or without vehicles, equipment, plant and machinery (including any temporary surface) at all times and for all purposes in connection with the implementation and maintenance of landscaping and ecological mitigation or enhancement works; |
| (b) | to install, construct, operate, test, retain, use, maintain, inspect, alter, remove, refurbish, reconstruct, replace, renew, upgrade, protect and improve sewers, drains, pipes, ducts, mains, conduits, flues and to drain into and manage water flows in any drains, watercourses |

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| | and culverts; and |
| (c) | restrictions on constructing and erecting buildings, works, structures, excavation, altering ground cover or soil levels, or growing or planting trees or shrubs or carrying out operations or actions which may obstruct, interrupt, or interfere with the exercise of the rights. |

Appendix B

SUMMARY OF NEGOTIATIONS WITH STATUTORY UNDERTAKERS

| Plot No's within which apparatus is present. | Work Nos. | Engagement of section 127 | Statutory undertaker and status of negotiation |
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| 4-42 | 4 | <p>The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of ESP Utilities Group's undertaking.</p> <p>The Applicant is not intending to extinguish any rights belonging to ESP Utilities Group.</p> | <p>ESP Utilities Group Ltd</p> <p>The Applicant met with ESP on 25 August 2020 to provide an overview of the Proposed Development and discuss appropriate protective provisions. The Applicant has sought to arrange a further meeting with ESP to progress the protective provisions, but has not been successful in doing so.</p> |
| 3-20, 3-22, 4-11, 4-13, 4-14, 4-15, 4-16, 4-19, 4-41, 4-42, 9-02, 9-09, 9-10 | 4 | <p>The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of GTC Infrastructure's undertaking.</p> <p>The Applicant is not intending to extinguish any rights belonging to GTC Infrastructure.</p> | <p>GTC Pipelines Limited (GTC Electricity)</p> <p>On 15th October 2020 the Applicant provided draft Protective Provisions to GTC for their review and comment. The parties held a virtual meeting to discuss initial comments from GTC on the protective provisions on 3 November 2020, and subsequent to that meeting the Applicant's solicitor has corresponded with GTC to clarify various matters and seek confirmation of further comments from GTC on 19 November 2020.</p> <p>A draft protective provisions agreement is</p> |

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| | | | being progressed between GTC and the Applicant and is very close to being agreed. It is anticipated this will be agreed shortly following the close of the Examination. |
| 3-22, 4-11, 4-13, 4-15, 4-29, 4-41, 4-42, 9-09, 9-10, 10-24 | 4 | <p>The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of GTC Infrastructure's undertaking.</p> <p>The Protective Provisions also ensure that (if necessary) no rights will be extinguished without GTC Infrastructure's agreement and no apparatus removed until alternative apparatus has been constructed.</p> <p>The Applicant is not intending to extinguish any rights belonging to GTC Infrastructure.</p> | <p>GTC Pipelines Limited (GTC Gas)</p> <p>On 15th October 2020 the Applicant provided draft Protective Provisions to GTC for their review and comment. The parties held a virtual meeting to discuss initial comments from GTC on the protective provisions on 3 November 2020, and subsequent to that meeting the Applicant's solicitor has corresponded with GTC to clarify various matters and seek confirmation of further comments from GTC on 19 November 2020.</p> <p>A draft protective provisions agreement is being progressed between GTC and the Applicant and is very close to being agreed. It is anticipated this will be agreed shortly following the close of the Examination..</p> |
| 3-18, 3-19, 3-20, 3-21, 3-22, 4-02, 4-03, 4-05, 4-06, 4-07, 4-08, 4-10, 4-11, 4-12, 4-13, 4-14, 4-15, 4-16, 4-17, 4-18, 4-19, 4-20, 4-21, 4-22, 4-23, 4-26, 4-27, 4-28, 4- | 4 | <p>The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of Hampshire County Council's undertaking.</p> | <p>Hampshire County Council</p> <p>Although the Applicant has held frequent discussions with Hampshire County</p> |

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| 30, 4-34, 4-35, 4-36, 4-38, 4-39, 4-40, 4-41, 4-42, 5-01, 5-02, 5-05, 5-06, 5-07, 5-11, 5-12, 5-14, 5-15, 5-16, 5-17, 5-18, 5-19, 5-20, 5-21, 5-23, 5-28, 5-29, 5-30, 5-32, 5-37, 6-04 | | The Applicant is not intending to extinguish any rights belonging to Hampshire County Council. | Council, there have been no comments or requests for protective provisions in relation to apparatus. In any event, the regulation of the works in the highway is regulated by the New Roads and Street Work Act 1991 in accordance with Articles 11 and 12 of the draft DCO so it is not considered protective provisions would be required to provide any additional layer of statutory protection. |
| 3-13, 5-12, 8-10 | 4 | <p>The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of the Environment Agency's undertaking.</p> <p>The Applicant is not intending to extinguish any rights belonging to the Environment Agency.</p> | <p>The Environment Agency</p> <p>The Environment Agency has rights relating to watercourses within the Order Limits. The Applicant has had a number of meetings with the Environment Agency. The Environment Agency have not requested the inclusion of any protective provisions.</p> |
| 1-22, 1-28, 1-31, 1-32, 1-32a | 1,2 | <p>The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of NGET's undertaking.</p> <p>The Applicant is not intending to extinguish any rights belonging to NGET.</p> <p>No compulsory acquisition powers are being sought over land within the existing operational boundary of Lovedean Substation.</p> | <p>National Grid Electricity Transmission plc</p> <p>The Applicant has liaised with NGET with regard to the form of protective provisions and these are agreed.</p> |
| 7-11 | 4 | The Applicant has agreed | Network Rail |

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| | | an Option Agreement for the rights required has also agreed Protective Provisions for the protection of the undertakers assets | Infrastructure Ltd The Applicant has reached an agreed position with Network Rail in relation to the form of protective provisions to be included in the Order. |
| 6-04, 6-05, 6-09, 6-13, 6-15, 6-16, 6-17, 6-18, 6-19, 6-21, 6-22, 7-01, 7-02, 7-03, 7-04, 7-08, 7-09, 7-10, 7-10a, 8-03a, 8-03e, 8-04, 8-05, 8-06, 8-08, 8-09, 8-10, 9-02, 9-04, 9-06, 9-09, 9-10, 10-21, 10-22, 10-23, 10-24, 10-25, 10-26, 10-27, 10-28, 10-31, 10-32 | 4, 5 | The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of Portsmouth City Council's undertaking. The Applicant is not intending to extinguish any rights belonging to Portsmouth City Council. | Portsmouth City Council Although the Applicant has held frequent discussions with Portsmouth City Council, there have been no comments or requests for protective provisions in relation to apparatus. In any event, the regulation of the works in the highway is regulated by the New Roads and Street Work Act 1991 in accordance with Articles 11 and 12 of the draft DCO so it is not considered protective provisions would be required to provide any additional layer of statutory protection. |

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| <p>1-34, 1-45, 1-46, 1-49, 1-49a, 1-50, 3-06, 3-08, 3-14, 3-15, 3-16, 3-17, 3-18, 3-19, 3-20, 3-21, 3-22, 4-01, 4-02, 4-03, 4-04, 4-05, 4-06, 4-08, 4-10, 4-15, 4-16, 4-19, 4-20, 4-27, 4-28, 4-30, 4-31, 4-32, 4-33, 4-34, 4-35, 4-40, 4-42, 5-02, 5-03, 5-04, 5-07, 5-08, 5-09, 5-10, 5-12, 5-13a, 5-14, 5-15, 5-16, 5-17, 5-19, 5-20, 5-30, 5-31, 5-33, 6-04, 6-05, 6-08, 6-09, 6-10, 6-11, 6-14, 6-15, 6-16, 6-17, 6-18, 6-19, 6-21, 6-22, 7-01, 7-08, 7-09, 8-03, 8-08, 8-10, 9-02, 9-04, 9-06, 9-09, 9-10, 9-11, 9-19, 9-20, 9-27, 10-18, 10-22, 10-23, 10-24, 10-25, 10-26, 10-27, 10-28, 10-29, 10-31, 10-32</p> | <p>4, 5</p> | <p>The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of Portsmouth Water's undertaking.</p> <p>The Applicant is not intending to extinguish any rights belonging to Portsmouth Water.</p> | <p>Portsmouth Water Ltd</p> <p>The Applicant has contacted Portsmouth Water to progress appropriate protective provisions and a draft is in circulation, with the heads of terms for this agreed. It is anticipated this will be agreed and entered into shortly following the close of the Examination.</p> |
| <p>1-46, 1-50, 3-06, 3-13, 3-19, 3-20, 3-21, 3-22, 4-02, 4-03, 4-04, 4-05, 4-06, 4-07, 4-15, 4-19, 4-20, 4-21, 4-23, 4-24, 4-26, 4-27, 4-30, 4-31, 4-32, 4-33, 4-34, 4-35, 4-37, 4-40, 4-42, 5-02, 5-03, 5-04, 5-05, 5-06, 5-07, 5-08, 5-10, 5-14, 5-15, 5-16, 5-17, 5-19, 5-20, 5-26, 5-27, 5-29, 5-30, 6-04, 6-05, 6-08, 6-09, 6-16, 6-17, 6-18, 6-19, 6-20, 6-21, 6-22, 7-01, 7-02, 7-03, 7-05, 7-09, 7-10, 7-10a, 7-13, 7-19, 8-04, 8-06, 8-07, 8-10, 9-02, 9-06, 9-10, 9-11, 9-20, 9-27, 9-29, 10-04, 10-18, 10-23, 10-24, 10-25, 10-27, 10-29, 10-31, 10-32</p> | <p>4, 5</p> | <p>The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of Southern Gas Network's undertaking.</p> <p>The Applicant is not intending to extinguish any rights belonging to Southern Gas Network's.</p> | <p>SGN– Southern Gas Network PLC</p> <p>The Applicant and Southern Gas Networks have agreed protective provisions.</p> |
| <p>3-06, 3-12, 3-12a, 3-13a, 3-14, 3-15, 3-16, 3-17, 3-</p> | <p>4, 5</p> | <p>The Applicant considers that the land and rights</p> | <p>Southern Water Services Ltd – Sewer</p> |

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| <p>18, 3-19, 3-20, 3-21, 3-22, 4-02, 4-03, 4-04, 4-05, 4-06, 4-07, 4-10, 4-12, 4-14, 4-15, 4-16, 4-19, 4-20, 4-21, 4-23, 4-25, 4-28, 4-29, 4-30, 4-31, 4-32, 4-33, 4-34, 4-35, 4-38, 4-39, 4-40, 4-42, 5-02, 5-03, 5-07, 5-10, 5-12, 5-14, 5-16, 5-17, 5-19, 5-20, 5-30, 6-04, 6-05, 6-16, 6-17, 6-18, 6-19, 6-21, 6-22, 7-01, 7-02, 7-03, 7-04, 7-08, 7-09, 7-10, 7-10a, 8-02, 8-03, 8-03a, 8-03e, 8-04, 8-05, 8-08, 8-09, 8-10, 9-02, 9-04, 9-06, 9-09, 9-10, 9-11, 9-19, 9-20, 9-26, 9-27, 9-28, 9-29, 10-05, 10-10, 10-11, 10-14, 10-17, 10-18, 10-20, 10-21, 10-22, 10-24, 10-27, 10-29, 10-30, 10-31, 10-32,</p> | | <p>can be acquired without serious detriment to the carrying on of Southern Water Services undertaking.</p> <p>The Applicant is not intending to extinguish any rights belonging to Southern Water Services.</p> | <p>The Applicant has made contact with Southern Water in order to progress comments raised in the relevant representation provided and discuss appropriate protective provisions.</p> <p>Since Southern Water Services provided a relevant representation in relation to the Application in February 2020 they have not been available to the Applicant to discuss their representation or appropriate protective provisions.</p> <p>Protective provisions for the protection of Electricity, Gas, Water and Sewerage Undertakers are included at Part 1 of Schedule 13 to the draft DCO, which are in a standard from common across many made DCOs and provide appropriate protective provisions for the protection of Southern Water Services apparatus.</p> <p>The Applicant confirms it is nonetheless continuing to seek any comments on the protective provisions from Southern Water Services.</p> |
| <p>4-42, 5-19, 5-20</p> | <p>4, 5</p> | <p>The Applicant considers that the land and rights can be acquired without serious detriment to the</p> | <p>SSE Services PLC (Gas) / Indigo Pipelines Limited</p> |

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| | | <p>carrying on of Indigo Pipelines Limited's undertaking.</p> <p>The Applicant is not intending to extinguish any rights belonging to Indigo Pipelines Limited.</p> | <p>On 19th November 2020 the Applicant was referred by SSE Plc to Southern Gas Networks. After further enquiries with Southern Gas Networks the Applicant now understands that the apparatus is owned by Indigo Pipelines Ltd (a subsidiary of SSE Utility Solutions Ltd).</p> <p>The Applicant successfully made contact with Indigo Pipelines Ltd on 23rd November 2020 and issued their draft form of Protective Provisions for review and comment. The Applicant has since sought to progress discussions with Indigo Pipelines on numerous occasions in relation to protective provisions, but awaits a response.</p> <p>In any event, protective provisions for the protection of Electricity, Gas, Water and Sewerage Undertakers are included at Part 1 of Schedule 13 to the draft DCO, which are in a standard from common across many made DCOs, and these provide appropriate protective protections for Indigo Pipelines assets.</p> |
| <p>1-28, 1-31, 1-34, 1-35, 1-36, 1-39, 1-46, 1-47, 1-48, 1-49, 1-49a, 1-50, 1-52, 1-55, 1-56, 1-60, 1-</p> | <p>1,2,4,5</p> | <p>The Applicant considers that the land and rights can be acquired without serious detriment to the</p> | <p>SSE Services PLC (High Voltage)</p> |

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| <p>71, 3-06, 3-18, 3-19, 3-20, 3-21, 3-22, 4-02, 4-03, 4-04, 4-05, 4-06, 4-07, 4-08, 4-10, 4-11, 4-12, 4-13, 4-14, 4-15, 4-16, 4-19, 4-20, 4-21, 4-23, 4-24, 4-25, 4-26, 4-27, 4-28, 4-29, 4-30, 4-34, 4-35, 4-40, 4-42, 5-02, 5-04, 5-05, 5-10, 5-16, 5-17, 5-19, 5-21, 5-23, 5-24, 5-25, 5-31, 6-04, 6-05, 6-06, 6-08, 6-09, 6-16, 6-17, 6-18, 6-19, 6-21, 6-22, 7-01, 7-02, 7-03, 7-08, 7-09, 7-10, 7-10a, 7-11, 7-12, 7-13, 7-16, 7-17, 8-03, 8-03a, 8-03e, 8-04, 8-06, 8-07, 8-10, 9-02, 9-06, 9-09, 9-10, 9-11, 9-13, 8-14, 9-27, 9-29, 10-04, 10-17, 10-18, 10-23, 10-24, 10-25, 10-27, 10-28, 10-31</p> | | <p>carrying on of SSE's undertaking.</p> <p>The Applicant is not intending to extinguish any rights belonging to SSE.</p> | <p>The Applicant's solicitor is engaged with the legal representative acting on behalf of Southern Electric Power Distribution Plc in relation to the interface with SSE Plc assets. Despite continued efforts the Applicant is awaiting a response in this regard.</p> <p>In any event, protective provisions for the protection of Electricity, Gas, Water and Sewerage Undertakers are included at Part 1 of Schedule 13 to the draft DCO, which are in a standard from common across many made DCOs, and these provide appropriate protective protections for SSE Plc assets.</p> |
| <p>1-28, 1-31, 3-18, 3-20, 3-21, 3-22, 4-02, 4-03, 4-04, 4-05, 4-06, 4-10, 4-11, 4-12, 4-13, 4-14, 4-15, 4-16, 4-17, 4-18, 4-19, 4-20, 4-21, 4-23, 4-24, 4-26, 4-28, 4-29, 4-30, 4-31, 4-32, 4-33, 4-34, 4-35, 4-37, 4-40, 4-42, 4-33, 4-34, 4-35, 4-37, 4-40, 4-42, 5-02, 5-03, 5-04, 5-05, 5-06, 5-07, 5-09, 5-10, 5-11, 5-12, 5-13a, 5-14, 5-16, 5-17, 5-18, 5-19, 5-20, 5-21, 5-23, 5-24, 5-25, 5-27, 5-29, 5-30, 5-31, 5-39, 6-04, 6-05, 6-06, 6-07, 6-09, 6-11, 6-13, 6-14, 6-15, 6-16, 6-17, 6-18, 6-19, 6-21, 6-22, 7-01, 7-02, 7-03, 7-04, 7-07, 7-08, 7-09, 7-10, 7-</p> | <p>1,2,3,4</p> | <p>The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of SSE's undertaking.</p> <p>The Applicant is not intending to extinguish any rights belonging to SSE.</p> | <p>SSE Services PLC (Low Voltage)</p> <p>The Applicant's solicitor is engaged with the legal representative acting on behalf of Southern Electric Power Distribution Plc in relation to the interface with SSE Plc assets. Despite continued efforts the Applicant is awaiting a response in this regard.</p> <p>In any event, protective provisions for the protection of Electricity, Gas, Water and Sewerage Undertakers are included at Part 1 of Schedule 13 to the draft</p> |

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| <p>10a, 7-13, 7-14, 7-15, 7-16, 7-17, 8-03, 8-03a, 8-03e, 8-04, 8-06, 8-07, 8-08, 8-09, 8-10, 9-02, 9-04, 9-06, 9-09, 9-10, 9-11, 9-20, 9-27, 9-29, 10-04, 10-05, 10-08, 10-10, 10-11, 10-14, 10-18, 10-22, 10-23, 10-24, 10-25, 10-26, 10-27, 10-29, 10-31</p> | | | <p>DCO, which are in a standard from common across many made DCOs, and these provide appropriate protective protections for SSE Plc assets.</p> <p>The Applicant is not aware of any reason why it will not be possible to agree an appropriate form of protective provisions in advance of the end of the examination of the Application.</p> |
| <p>4-11, 4-13</p> | <p>4</p> | <p>In the event the Applicant needs to acquire rights in relation to the Leep Networks (Water) Limited assets, the Applicant considers that the rights can be acquired without serious detriment to the carrying on of the party's undertaking.</p> <p>The Applicant is not intending to extinguish any rights belonging to the party.</p> | <p>Leep Networks (Water) Limited</p> <p>The Applicant has investigated whether Leep Networks (Water) Limited has utilities within the Order Limits and understands that they do not, but that they benefit from rights in land in the Order limits. As such, it is not considered there is any potential interaction with Leep Networks apparatus and therefore no need for protective provisions in relation to this.</p> |

Appendix C

SUMMARY OF NEGOTIATIONS WITH OTHER APPARATUS OWNERS

| Plot No's within which apparatus is present. | Work Nos. | Apparatus owner and status of Negotiation |
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| 6-09, 6-10, 6-11, 6-12, 6-14, 6-15, 7-09, 7-10, 7-10a, 8-06, 8-10, 9-02 | 4 | <p>CityFibre Holdings Ltd</p> <p>CityFibre Holdings has apparatus within the Order Limits. The Applicant held an initial meeting with CityFibre on 29 September 2020.</p> <p>Protective provisions for the protection of electronic communications networks are included at Part 2 of Schedule 13 to the draft Order which are in a standard from common across many made DCOs and provide appropriate protective provisions for the protection of CityFibre apparatus.</p> |
| 1-28, 1-31, 1-34, 1-46, 1-50, 1-52, 3-06, 3-17, 3-18, 3-19, 3-20, 3-21, 3-22, 4-01, 4-02, 4-03, 4-04, 4-05, 4-06, 4-07, 4-10, 4-11, 4-12, 4-13, 4-14, 4-15, 4-16, 4-17, 4-18, 4-19, 4-27, 4-28, 4-30, 4-31, 4-32, 4-33, 4-34, 4-35, 4-36, 4-37, 4-39, 4-40, 4-41, 4-42, 5-01, 5-02, 5-03, 5-06, 5-07, 5-09, 5-10, 5-11, 5-12, 5-14, 5-15, 5-16, 5-17, 5-18, 5-19, 5-20, 5-21, 5-23, 5-24, 5-25, 5-29, 5-30, 5-31, 5-32, 5-33, 6-04, 6-05, 6-06, 6-07, 6-09, 6-10, 6-11, 6-14, 6-15, 6-16, 6-17, 6-18, 6-19, 6-21, 6-22, 7-01, 7-02, 7-03, 7-05, 7-09, 7-10, 7-10a, 7-19, 8-03, 8-04, 8-06, 8-08, 8-09, 8-10, 9-02, 9-10, 9-11, 9-29, 10-14, 10-15, 10-18, 10-21, 10-22, 10-23, 10-24, 10-25, 10-27, 10-28, 10-31, 10-32, 10-33 | 4, 5 | <p>Openreach Ltd (BT)</p> <p>Openreach has apparatus within the Order Limits. The Applicant held an initial meeting with Openreach on 29 July 2020 where appropriate protective provisions were discussed.</p> <p>The Applicant is waiting on a legal contact to be provided by Openreach at the close of the Examination.</p> <p>Protective provisions for the protection of electronic communications networks are included at Part 2 of Schedule 13 to the draft Order which are in a standard from common across many made DCOs and provide appropriate protective provisions for the protection of Openreach apparatus.</p> |

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| <p>3-20, 3-21, 4-02, 4-03, 4-04, 4-05, 4-06, 4-07, 4-08, 4-10, 4-11, 4-12, 4-13, 4-14, 4-15, 4-16, 4-17, 4-18, 4-19, 4-23, 4-24, 4-26, 4-29, 4-30, 4-32, 4-33, 4-34, 4-35, 4-39, 4-40, 4-41, 4-42, 5-02, 5-03, 5-04, 5-05, 5-06, 5-07, 5-09, 5-10, 5-11, 5-12, 5-15, 5-16, 5-17, 5-19, 5-20, 5-21, 5-23, 5-24, 5-25, 5-27, 5-29, 5-30, 5-32, 5-33, 6-04, 6-05, 6-06, 6-08, 6-09, 6-10, 6-11, 6-12, 6-13, 6-14, 6-15, 6-16, 6-18, 6-19, 6-21, 7-01, 7-02, 7-03, 7-11, 9-02, 9-09, 9-10, 9-11, 10-18, 10-24</p> | <p>4</p> | <p>Virgin Media Ltd</p> <p>Virgin Media has apparatus within the Order Limits. The Applicant held an initial meeting with Virgin Media on 06 August 2020 where appropriate protective provisions were discussed.</p> <p>The Applicant has further engaged with Virgin Media to confirm the protective provisions at Part 2 of Schedule 13 to the draft Order, which are in a standard from common across many made DCOs, provide appropriate protective provisions for the protection of Virgin Media apparatus. The Applicant has however been unable to obtain meaningful engagement with Virgin Media.</p> <p>Protective provisions for the protection of electronic communications networks are included at Part 2 of Schedule 13 to the draft Order which are in a standard from common across many made DCOs and provide appropriate protective provisions for the protection</p> |
| <p>1-50, 3-20, 4-04, 4-05, 4-07, 4-08, 4-10, 4-12, 4-14, 4-15, 4-16, 4-17, 4-18, 4-19, 4-23, 4-24, 4-26, 4-27, 4-29, 4-30, 4-31, 4-32, 4-33, 4-34, 4-35, 4-36, 4-38, 4-39, 4-41, 4-42, 5-01, 5-02, 5-12, 5-17, 6-04, 6-05, 6-06, 6-09, 6-10, 6-11, 6-13, 6-16, 6-19, 7-01, 7-02, 7-03, 7-11</p> | <p>1,4</p> | <p>Vodafone Ltd</p> <p>Vodafone has apparatus within the Order Limits. The Applicant held an initial meeting with Vodafone on 06 August 2020 where a number of technical aspects of the Proposed Development and appropriate protective provisions were discussed.</p> <p>The Applicant has further engaged with Vodafone to confirm the protective provisions at Part 2 of Schedule 13 to the draft Order, which are in a standard from common across many made DCOs and provide appropriate protective</p> |

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| | | <p>provisions for the protection of Vodafone apparatus, are acceptable</p> <p>Solicitors have recently been engaged by Vodafone and the Applicant's solicitor has liaised with them in relation to a proposed protective provisions agreement. Heads of terms for this are close to agreed and the Applicant will continue to engage with Vodafone following the close of the Examination.</p> |
| 7-22 | 4 | <p>Highways England (in respect of NRTS apparatus)</p> <p>NRTS has apparatus within the Order Limits. The Applicant has had a number of engagements with Highways England in relation to the Proposed Development and Highways England has confirmed the NRTS assets can be dealt with via the protective provisions agreed with Highways England, albeit there is no expectation that any NRTS apparatus will be affected.</p> |

Appendix D

STATUS OF NEGOTIATIONS WITH LAND OWNERS AND OCCUPIERS

1. HISTORY OF NEGOTIATION OF VOLUNTARY AGREEMENTS

1.1 Converter Station Area

1.1.1 Heads of Term to acquire the necessary interests in land to construct, operate and maintain the converter station, including associated development, have been issued to a number of agents representing landowners in the converter station area. Since late 2016 numerous meetings have been held with landowners and their agents to attempt to secure the necessary interests. Negotiations are ongoing with the respective parties and the Applicant is hopeful these can be concluded on a voluntary basis.

1.2 Onshore Cable Route

1.2.1 Heads of Term to acquire the necessary rights to construct, operate and maintain the onshore cable route have been issued to a number of agents representing landowners along the route (excepting the owners of land under the subsoil of a highway only, with whom no negotiations have taken place, for the reasons set out in section 7.5 of this Statement).

1.2.2 Since late 2016 numerous meetings have been held with landowners and their agents to attempt to secure the necessary interests. Negotiations are ongoing with the respective parties and the Applicant is hopeful these can be concluded on a voluntary basis.

1.2.3 Seeking compulsory acquisition powers whilst, in parallel, negotiating to acquire interests on a voluntary basis continues, in accordance with both general practice and paragraph 39 of the guidance issued by the Department of Communities and Local Government ('DCLG')

1.2.4 Where an agreement is reached with a land interest for land necessary to construct, operate and maintain the Proposed Development, that land, save where expressly stated otherwise, will be retained within the Order Limits for the Proposed Development. This will enable the Applicant to override, suspend or extinguish any third party interests that may subsist in the land which might otherwise delay, impede or prevent the implementation of the construction, operation or maintenance of the Proposed Development. This approach has been recommended at paragraph 26 of the DCLG guidance and has been communicated to the landowners throughout the negotiation process.

1.3 Methods of Communication

1.3.1 Multiple methods of communication have been utilised to ensure all land interests receive information about the Proposed Development and to maintain ongoing dialogue where possible via the land owner's preferred method of communication.

1.3.2 The Applicant's agent is in contact with the owners of relevant land interests and has been the main point of contact since the respective land owners were contacted about the Project.

1.3.3 In addition, further information on the Applicant's website and its consultation website has been made available including a section covering frequently asked questions and details of an information line landowners can contact should they have any queries about the Project.

1.3.4 All feedback and correspondence with all impacted parties has been recorded and logged alongside a record of responses.

2. CURRENT STATUS OF NEGOTIATIONS

| Plot Nos. | Landowner or Occupier | Reason for Acquisition or Temporary Use | Status of Negotiations |
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| 1-32, 1-32a, 1-38, 1-51, 1-57, 1-69, 1-70, 1-71, 1-72 | Geoffrey and Peter Carpenter | <p>Acquisition of freehold for converter station site, part of the access road, telecommunications building(s), attenuation ponds and associated landscaping</p> <p>New Access Rights</p> <p>New Landscaping Rights</p> <p>Temporary Use of Land</p> | <p>The Applicant's Proposed Development was first discussed with the landowners at a meeting on 9 December 2016 and discussions have been taking place with the landowner since then. Heads of terms were first sent to the landowner on 9 March 2017.</p> <p>Revised heads of terms were sent to the landowner on a number of occasions including 19 November 2019. Further discussions have taken place with the landowner's agent in May 2020 and correspondence was received from the landowner's agent in relation to the revised heads of terms and the Proposed Development on 23 June 2020. The Applicant held a further site visit to the landowner's property in September 2020.</p> <p>Revised and improved Heads of Terms, taking into account concerns raised by the landowner in relation to their ability to access their property, were issued to the landowner's agent on 03 November 2020, along with a draft Option Agreement and associated documents. Further improved Heads of Terms were issued on 21 January 2021.</p> <p>The landowners' solicitor has requested that negotiations are taken forward between themselves and Herbert Smith Freehills (on behalf of the Applicant) and all documentation and discussions was to go through them, rather than the Heads of Terms continuing to be negotiated through land agents, as would be the normal manner in which discussions proceed. In response to this request, the Applicant's solicitor has regularly requested</p> |

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| | | | <p>updates from the landowner's solicitor, including requests for meetings to take place to discuss the heads of terms issued. The requests were made on 03 November 2020 on 18 November 2020, 2 December 2020, 4 December 2020 and 7 January 2021. To date the landowners' solicitors have not agreed to any meetings to discuss the Heads of Terms.</p> <p>The Applicant will continue to engage with the landowner's representatives to attempt to secure a voluntary agreement, though it does not appear the landowner's representatives have any intention of meaningfully engaging with the Applicant.</p> |
| 1-05, 1-09, 1-20 | Peter and Dawn Carpenter | <p>Acquisition of freehold for converter station site and associated landscaping</p> <p>New Landscaping Rights</p> | <p>Heads of terms were first sent to the landowners on 20 November 2018.</p> <p>Revised heads of terms were sent to the landowners on 20 November 2019 and the Applicant's agent met the landowner and their agent on 11 February 2020 to discuss the Proposed Development and the heads of terms. Further discussions have taken place with the landowner's agent in May and September 2020 and the Applicant held a further site visit to the landowner's property in September 2020.</p> <p>Revised and improved Heads of Terms were issued to the landowner's agent on 03 November 2020 and further improved terms were offered on 25 February 2021</p> <p>The Applicant recognises that the landowner has objected to the Proposed Development but is still hopeful that the necessary land and rights can be acquired by voluntary agreement.</p> |
| 1-11, 1-13, 1-15, 1-16, 1-17, 1-19, 1-23, 1-23a, 1-23b 1-24 | Michael and Sandra Jefferies | <p>Acquisition of freehold for converter station site and /or associated landscaping</p> <p>New Landscaping Rights</p> | <p>The Applicant's Proposed Development was first discussed with the landowners on 04 October 2017 and discussions have been taking place with the landowner since then.</p> <p>Heads of terms were sent to the landowner on 19 November 2019.</p> <p>Further discussions have taken place with the landowner's agent in May 2020 and the Applicant held a further site visit to the landowner's property in September 2020.</p> |

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| | | | <p>Revised and improved Heads of Terms were issued to the landowner's agent on 03 November 2020 and a further meeting took place with the landowner's agent on 12 November 2020.</p> <p>The Applicant has made changes to the Land Plans at Deadline 5 to remove the ability to acquire part of the land originally identified and has issue further revised and improved Heads of Terms to the Landowner on 23 December 2020 taking these changes into account.</p> <p>The Applicant's representatives have requested further engagement from the landowner's representatives on a number of occasions but have not received a response to their request.</p> <p>The Applicant will continue to engage with the landowner's representatives, though it does not appear the landowner's representatives have any intention of engaging with the Applicant.</p> |
| 1-26, 1-29, 1-29a, 1-29b, 1-29c, 1-30 | Robin Jefferies | <p>Acquisition of freehold for converter station site and /or associated landscaping</p> <p>New Landscaping Rights</p> | <p>The Applicant's Proposed Development was first discussed with the landowner's parents on 04 October 2017 and discussions have been taking place with the landowner since then.</p> <p>Heads of terms were sent to the landowner on 19 November 2019. Further discussions have taken place with the landowner's agent in May 2020. Revised and improved Heads of Terms were issued to the landowner's agent on 03 November 2020 and a further meeting took place with the Landowners agent on 12 November 2020.</p> <p>The Applicant has made changes to the Land Plans at Deadline 5 to remove the ability to acquire part of the land originally identified and has issued revised Heads of Terms to the Landowner on 23 December 2020 taking these changes into account.</p> <p>The Applicant's representatives have requested further engagement from the landowner's representatives on a number of occasions but have not received a response to</p> |

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| | | | <p>their request.</p> <p>The Applicant will continue to engage with the landowner's representatives, though it does not appear the landowner's representatives have any intention of engaging with the Applicant..</p> |
| 1-27, 1-28, 1-31, 1-33 | National Grid Electricity Transmission plc | <p>Acquisition of freehold for converter station site and/or</p> <p>New Connection Works Rights</p> | <p>Heads of terms were first sent to the landowner on 13 December 2018.</p> <p>Revised heads of terms were sent to the landowner on 21 November 2019 and 17 July 2020 and several meetings have taken place between the Applicant and the landowner to progress matters.</p> <p>In December 2020 the landowner appointed an external agent to progress negotiations. Whilst this has led to some delays, the Applicant is confident agreement will be reached in the very near future.</p> <p>The Applicant is confident that the necessary rights can be acquired by voluntary agreement and anticipates this will be concluded in the near future.</p> |
| 1-31 | SSE Services Plc (as tenant of land owned by National Grid Electricity Transmission Plc) | New Connection Works Rights | <p>The Applicant is engaging with the landowner with respect to a number of technical aspects of the Proposed Development and a meeting took place with the landowner's representative on 20 October 2020.</p> <p>The Applicant will not need to acquire any rights from the landowner and is progressing protective provisions with the landowner in relation to the Proposed Development.</p> |
| 1-04, 1-06, 1-08, 1-10, 1-22, 1-35, 1-36, 1-37, 1-39, 1-40, 1-41, 1-42, 1-43, 1-44, 1-47, 1-48, 1-49, 1-49a, 1-52, 1-53, 1-54, 1-55, 1-56, 1-58, 1-59, 1-60, 1-61, | The Warden and Fellows of Winchester College | <p>Freehold acquisition of land for the access road at the junction of Broadway Lane and Day Lane</p> <p>New Connection Works Rights</p> <p>New Access Rights</p> | <p>The Applicant completed an Option Agreement with the landowner in December 2018.</p> <p>Heads of Terms have been agreed for a replacement Option Agreement to include rights additional to those originally agreed and the parties' respective solicitors are instructed to progress the Option Agreement. The replacement Option Agreement should be completed shortly after Deadline 8.</p> |

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| 1-62, 1-63, 1-64, 1-65, 1-73, 1-79, 1-82, 1-83, 2-01, 3-01, 3-02 | | New Landscaping Rights Temporary Use of Land for construction compound and laydown | |
| 1-04, 1-06, 1-08, 1-10, 1-22, 1-35, 1-36, 1-37, 1-39, 1-40, 1-41, 1-42, 1-43, 1-44, 1-47, 1-48, 1-49, 1-49a, 1-52, 1-53, 1-54, 1-55, 1-56, 1-58, 1-59 1-60, 1-61, 1-62, 1-63, 1-64, 1-65, 1-73, 1-79, 1-82, 1-83, 2-01, 3-01, 3-02 | Timothy Sykes and Samuel Sykes (as occupiers of the land owned by The Warden and Fellows of Winchester College) | Freehold acquisition of land for the access road at the junction of Broadway Lane and Day Lane New Connection Works Rights New Access Rights New Landscaping Rights Temporary Use of Land for construction compound and laydown | Messrs Sykes are the tenants of the land owned by the Warden and Fellows of Winchester College, with whom the Applicant completed an Option Agreement in December 2018. The Option Agreement also provided for the acquisition of rights from the Messrs Sykes as tenants. Heads of Terms have been agreed for a replacement Option Agreement to include rights additional to those originally agreed and the parties respective solicitors are instructed to progress the Option Agreement. The rights required from Messrs Sykes will be secured via the replacement Option Agreement. |
| 1-01, 1-02, 1-02a, 1-03 | Andrew Hull | New Landscaping Rights | Heads of terms were issued to the landowner on 10 February 2020. The Applicant has had further engagement with the landowner in October 2020 and the landowner has appointed an agent to act on his behalf. Revised and improved Heads of Terms were issued to the landowner's agent on 03 November 2020. The Applicant understands the landowner's land is subject to ongoing court proceedings which inhibit the landowner's ability to deal with the land. The Applicant is hopeful that the necessary land and rights can be acquired by voluntary agreement. |
| 1-07 | Joseph Madgwick and Stephen Guest | New Landscaping Rights | Heads of terms were issued to the landowner on 10 February 2020 and the Applicant's agent met the landowners to provide them with an overview of the Proposed Development and |

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| | | | <p>the rights being sought on 19 February 2020.</p> <p>Further engagement has taken place in February 2021.</p> <p>The Applicant is hopeful that the necessary rights can be acquired by voluntary agreement.</p> |
| 1-12 | Patricia Conran | New Landscaping Rights | <p>Heads of terms were issued to the landowner on 10 February 2020 and the Applicant's agent met the landowners to provide them with an overview of the Proposed Development and the rights being sought on 19 February 2020.</p> <p>The Applicant held further discussions with the landowner in August 2020 and February 2021.</p> <p>The Applicant is confident the necessary rights can be acquired by voluntary agreement.</p> |
| 1-14 | Susan Gosham and Andrew Greaney | New Landscaping Rights | <p>Heads of terms were issued to the landowner on 10 February 2020 and the Applicant's agent met the landowners to provide them with an overview of the Proposed Development and the rights being sought on 19 February 2020.</p> <p>The Applicant held further discussions with the landowner in August 2020 and February 2021.</p> <p>The Applicant is confident the necessary rights can be acquired by voluntary agreement.</p> |
| 1-18 | Alexander Charlton and Melanie Brewer | New Landscaping Rights | <p>Heads of terms were issued to the landowner on 10 February 2020 and the Applicant's agent met the landowners to provide them with an overview of the Proposed Development and the rights being sought on 19 February 2020.</p> <p>The Applicant held further discussions with the landowner in August 2020 and February 2021.</p> <p>The Applicant is hopeful that the necessary rights can be acquired by voluntary agreement.</p> |
| 1-21, 1-25 | Lorna Henley-Smith and Harry Keet | New Landscaping Rights | <p>Heads of terms were issued to the landowner on 10 February 2020 and the Applicant's agent met the landowners to provide them with an overview of the Proposed Development and the rights being sought on 11 February 2020.</p> <p>The Applicant is hopeful that the necessary rights can be acquired by voluntary agreement.</p> |

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| 3-21, 7-22, 7-24, 10-38 | The Crown Estate | New Connection Works Rights Temporary Use of Land | <p>The Applicant has agreed an Option for a Licence with the Crown Estate Commissioners for the marine elements of the Cable Corridor including Plot 10-38. The Applicant is also close to agreeing an option for a lease in respect of Plot 10-24 and it is expected this will be completed shortly.</p> <p>The Crown's representative has provide a letter with regards to Plot 3-21 in relation to s.135 of the Planning Act and a letter in relation to the remaining plots in which the Crown has an interest is also being progressed.</p> <p>The Applicant is confident that the necessary rights can be acquired by voluntary agreement and notes than compulsory acquisition powers cannot be used in respect of Crown interests.</p> |
| 1-75 | Jacqueline Stevens | New Connection Works Rights | <p>The Applicant has met with the landowner to provide an overview of the proposed development and the rights required and has scheduled a further meeting for 02 December 2020 following which Heads of Terms will be issued. Further engagement took place in December 2020 and the Applicant has reduced the amount of land over which rights are sought in relation to the Proposed Development.</p> <p>The landowner has appointed an agent in December 2020 and the Applicant and landowner's agent are progressing discussions in relation to the rights required. It is possible the rights required are provided by an existing wayleave agreement, a copy of which has been requested from the landowner's agent. In the event the rights required are not provided by the existing wayleave the Applicant will continue to engage to secure the right by voluntary agreement.</p> <p>The Applicant is confident that the necessary rights can be acquired by voluntary agreement.</p> |
| 3-03 | Joe Stanley | New Connection Works Rights | <p>The Applicant met the landowner on 05 April 2019 to provide an overview of the Proposed Development and issued heads of terms to the landowner on 24 March 2020.</p> |

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| | | | <p>The landowner appointed an agent to act on his behalf on 25 September 2020.</p> <p>Revised and improved Heads of Terms were issued to the landowner's agent on 10 November 2020 and further discussions have taken place with the landowner's agent in February 2021.</p> <p>The Applicant is confident that the necessary rights can be acquired by voluntary agreement.</p> |
| 3-04 | Hillcrest Childrens Services Limited | New Connection Works Rights | <p>Heads of Terms were first sent to the landowner on 02 May 2019. Revised Heads of Terms were sent to the landowner on 19 November 2019 and 23 December 2020.</p> <p>Further engagement has taken place with the landowner during February 2021 to attempt to secure the rights required.</p> <p>The Applicant is confident that the necessary rights can be acquired by voluntary agreement.</p> |
| 3-08, 3-09, 3-10, 3-11 | Julie and Robin Elliott, Richard Elliott & Phillip Elliott | New Connection Works Rights Temporary Use of Land | <p>Heads of terms were issued to the landowner on 19 December 2019 and further discussions have taken place with the landowner's agent.</p> <p>Further information in relation to the Proposed Development has been sent to the landowner's agent in 2020. Revised Heads of Terms were issued on 23 December 2020 and a further meeting has taken place to progress negotiations on 25 February 2021.</p> <p>The Applicant is confident the necessary rights can be acquired by voluntary agreement.</p> |
| 3-08, 3-09, 3-10, 3-11 | Julie Silk (as tenant of land owned by Julie and Robin Elliott, Richard Elliott & Phillip Elliott) | New Connection Works Rights Temporary Use of Land | <p>The Applicant met with the occupier on 19 September 2019 to discuss the Proposed Development. Further engagement has taken place with the tenant in October 2020 and November 2020 with updated Heads of Terms issued on 23 December 2020.</p> <p>The tenant has confirmed she has no objection to the Proposed Development and the Applicant is confident that the necessary rights can be acquired by voluntary agreement.</p> |

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| 3-12, 3-12a, 3-13, 3-13a | George Byng | New Connection Works Rights | <p>The Applicant has met with the landowner and his agent on a number of occasions since 2017.</p> <p>Heads of terms were issued to the landowner on 09 December 2019 and the Applicant has had further engagement with the landowner's agent during 2020.</p> <p>Revised and improved Heads of Terms were issued to the Landowner's agent on 03 November 2020 with a further revision issued on 20 February 2021.</p> <p>The Applicant is confident that the necessary rights can be acquired by voluntary agreement.</p> |
| 3-14 | The Parish Council of Denmead | New Connection Works Rights | <p>Heads of terms were agreed with the landowner on 22 July 2020. The Applicant's solicitor is instructed to progress the Option Agreement with the landowner's solicitor.</p> |
| 3-15 | Michael McMurrugh | New Connection Works Rights | <p>Heads of terms were issued to the landowner's son on 10 March 2020.</p> <p>Further discussions have taken place in relation to the rights required in November 2020 and the landowner has appointed a solicitor to act on his behalf. An agent was also appointed in February 2020 and discussions have progressed.</p> <p>The Applicant has engaged with the landowner and is confident that the necessary rights can be acquired by voluntary agreement.</p> |
| 3-16 | Emma Pounds and John Pounds | New Connection Works Rights | <p>The Applicant has had a number of meetings with the landowner to provide an overview of the Proposed Development and the rights required.</p> <p>Heads of terms were issued to the landowners on 10 March 2020. The landowners have since appointed an agent to act on their behalf.</p> <p>Revised Heads of Terms were issued to the landowner's agent on 18 November 2020.</p> <p>The Applicant is confident that the necessary rights can be acquired by voluntary agreement.</p> |

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| 3-17 | Richard Wellman | New Connection Works Rights | <p>The Applicant has met with the landowner to provide an overview of the Proposed Development and the rights required.</p> <p>Heads of terms were issued to the landowner on 10 March 2020. The landowner has since appointed an agent to act on his behalf.</p> <p>Revised and improved Heads of Terms were issued to the landowner's agent on 03 November 2020.</p> <p>The Applicant is confident that the necessary land and rights can be acquired by voluntary agreement.</p> |
| 3-18 | Havant Borough Council | New Connection Works Rights | <p>Heads of terms were issue to the landowner on 13 February 2020.</p> <p>Whilst the Applicant has attempted to engage with the landowner on numerous occasions to agree the necessary rights by voluntary agreement, the landowner has been reluctant to engage on these matters to date. The Applicant will continue to attempt to secure the rights required by voluntary agreement</p> |
| 4-36, 5-12 | West Waterlooville Developments Limited | New Connection Works Rights | <p>Heads of terms were issued to the landowner on 14 February 2020.</p> <p>Revised Heads of Terms were issued to the landowner on 12 November 2020 and following discussions between the parties, further revised Heads of Terms were issued in February 2021 to take ongoing discussions into account.</p> <p>The Applicant has had regular engagement with the landowner and is confident that the necessary rights can be acquired by voluntary agreement.</p> |
| 5-11 | Andrew and Laura Allen | New Connection Works Rights | <p>The Applicant wrote to the landowner in relation to the Proposed Development in February and October 2019 and met the landowner and provided an overview of the scheme at a meeting on 12 March 2020. Further discussions took place in October 2020 and the Applicant has sent Heads of Terms to the landowner on 23 December 2020.</p> <p>Further information was sent to the</p> |

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| | | | <p>Landowner's representative in February 2021.</p> <p>The Applicant will continue to engage with the landowner and is hopeful that the necessary rights can be acquired by voluntary agreement.</p> |
| 5-28 | EI Group plc | New Connection Works Rights | <p>The Applicant has engaged with the landowner since early 2019 and heads of terms were issued on 24 April 2020. The landowner appointed an agent to act on their behalf in July 2020.</p> <p>Discussions are progressing with the landowner's agent and the Applicant is hopeful that the necessary rights can be acquired by voluntary agreement.</p> |
| 5-28 | Emma Dawson (as tenant of the land owned by EI Group plc) | New Connection Works Rights | <p>The Applicant is in discussions with an agent acting on behalf of both the landowner and its tenant to agree a voluntary agreement. A number of meetings have taken place to progress matters in January and February 2021 and the Applicant is confident the rights required can be secured by voluntary agreement.</p> |
| 6-10, 7-04, 7-07, 7-12, 7-13, 7-14, 7-15, 7-16, 7-17, 7-18, 7-19, 7-20, 7-21, 7-23, 7-25, 8-02, 8-03, 8-03a, 8-03e, 8-05, 8-09, 8-10, 9-01, 9-04, 9-06, 9-12, 9-13, 9-16, 9-18, 9-20, 9-29, 10-02, 10-03, 10-12, 10-13, 10-14a, 10-14b, 10-14c 10-14, 10-21, 10-22, 10-30, 10-32, 10-33, 10-34, | Portsmouth City Council | <p>Acquisition of freehold for the Optical Regeneration Station(s) at Landfall</p> <p>New Connection Works Rights</p> <p>New Access Rights</p> <p>New Landscaping Rights</p> <p>Temporary Use of Land</p> | <p>Discussions with the landowner commenced in January 2018 and regular meetings have taken place since then.</p> <p>The landowner has stated its objection to the Applicant's Proposed Development. Notwithstanding this, the Applicant has held numerous meetings with the landowner to provide them with information in relation to the Proposed Development and understand their concerns. The landowner's feedback has been incorporated into the design of the Proposed Development where possible.</p> <p>In late September 2020 the landowner appointed an agent to act on its behalf. A number of meetings have taken place between the Landowner's agent and the Council's agent with good progress being made towards agreeing Heads of Terms for a voluntary agreement. Revised Heads of Terms were issued on 25 January 2021 and outstanding matters are being progressed with a number of further meetings taking place in February 2021.</p> <p>The Applicant will continue to engage with the</p> |

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| 10-36, 10-37 | | | landowner and is confident a voluntary agreement for the land and rights required can be secured, noting the landowner's outstanding objection. |
| 6-08, 6-09, 6-13, 6-14, 6-16, 6-17, 7-11, 10-25, 10-26, 10-28, 10-31, 10-33, 10-34, 10-35, 10-36 | The Secretary of State for Defence | New Connection Works Rights | <p>Heads of Terms were agreed on 19 February 2021.</p> <p>The tripartite Option Agreement and Deed of Grant are being drafted and will progressed in the coming weeks.</p> <p>The Secretary of State for Defence has also provided its consent in relation to s.135 of the Planning Act 2008.</p> |
| 6-14 | Annington Property Limited (as tenant of land owned by the Secretary of State for Defence) | New Connection Works Rights | <p>Heads of Terms were agreed on 19 February 2021.</p> <p>A tripartite Option Agreement and Deed of Grant will be progressed between the Applicant, landowner and tenant in the coming weeks.</p> |
| 6-22 | Portsmouth Water Limited | New Connection Works Rights | <p>The Applicant first engaged with the landowner in November 2018 and since then discussions have been ongoing. Heads of terms were issued on 06 April 2020. Further engagement took place in September 2020 and the landowner is in the process of appointing an agent to act on their behalf.</p> <p>The Applicant and the landowner are working towards putting an agreement in place and the Applicant is confident the necessary rights can be acquired by voluntary agreement.</p> |
| 6-22 | Scoutlands (as tenant of land owned by Portsmouth Water) | New Connection Works Rights | <p>The Applicant met representatives of the tenant on 30 September 2020 and gave them an overview of the Proposed Development.</p> <p>The tenant has confirmed it is not opposed to the Proposed Development and the Applicant is confident that the necessary rights can be acquired by voluntary agreement from the</p> |

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| | | | tenant's landlord. |
| 7-08 | Richmond Property Holdings (Portsmouth) Limited | New Connection Works Rights | Heads of Terms were agreed on 01 March 2021. The Option Agreement will be progressed in the coming weeks. |
| 7-08 | Magnet Limited (as tenant of land owned by Richmond Property Holdings (Portsmouth) Limited) | New Connection Works Rights | <p>The Applicant has engaged with the tenant to provide an overview of the Proposed Development and the rights required.</p> <p>The tenant has confirmed they don't have any objection to the Proposed Development and consents to the rights to be granted by their landlord to the Applicant.</p> |
| 7-10, 7-10a | Sainsbury's Property Scottish Partnership | New Connection Works Rights Temporary Use of Land | <p>The Applicant first engaged with the landowner in late 2017 and met the landowner to discuss the Proposed Development on 6 March 2019.</p> <p>The landowner appointed an agent to act on its behalf in June 2020. The Applicant has held meetings with the landowner's agent and provided further information in a memo dated 26 November 2020 to address a number of issues previous raised. Further engagement has taken place in January and February 2021.</p> <p>The Applicant notes that the landowner is objecting to Proposed Development but will continue to engage with the landowner and is hopeful the necessary rights can be acquired by voluntary agreement.</p> |
| 7-10, 7-10a | Sainsbury's Supermarkets Ltd (as tenant of land owned by Sainsbury's Property Scottish Partnership) | New Connection Works Rights Temporary Use of Land | <p>The Applicant first engaged with the tenant in late 2017 and met the tenant to discuss the Proposed Development on 6 March 2019.</p> <p>The tenant appointed an agent to act on its behalf in June 2020. The Applicant has held meetings with the tenant's agent and provided further information in a memo dated 26 November 2020 to address a number of issues raised. Further engagement has taken place in January and February 2021.</p> <p>The Applicant notes that the tenant is objecting</p> |

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| | | | to the cable route passing through the northern part of its car park but will continue to engage with the tenant to agree any further mitigation measures which can be put in place and is hopeful the necessary rights can be acquired by voluntary agreement. |
| 7-11 | Network Rail Infrastructure Limited | New Connection Works Rights | Heads of Terms have been agreed with the landowner and an Option Agreement was completed on 01 March 2021. |
| 7-16, 7-18, 7-21 | Shell U.K. Limited (as tenant of land owned by Portsmouth City Council) | New Access Rights | <p>The Applicant has engaged with the tenant's agent in December 2019 to provide an overview of the Proposed Development and further engagement has taken place in November 2020 and February 2021 to provide additional information.</p> <p>The Applicant is confident that the necessary rights can be acquired by voluntary agreement and it is anticipated an agreement will be progressed between the Applicant, the tenant and the landowner (Portsmouth City Council).</p> |
| 7-19 | Atlas (Portsmouth) Limited (as tenant of land owned by Portsmouth City Council) | New Access Rights | <p>The Applicant has engaged with the tenant's agent in December 2019 to provide an overview of the Proposed Development and further engagement has taken place in November 2020 and February 2021 to provide additional information.</p> <p>The tenant has confirmed they have no objection to the Proposed Development, and it is anticipated an agreement will be progressed between the Applicant, the tenant and the landowner (Portsmouth City Council).</p> |
| 7-22 | Highways England Company Limited | New Connection Works Rights | Heads of Terms were agreed on 23 February 2021. The parties are progressing the Option Agreement and Deed of Grant and expect these will be completed in the coming weeks. |
| 8-01 | Kendall Bros. (Portsmouth) Limited | New Connection Works Rights | <p>The Applicant first engaged with the landowner in mid-2018 and a meeting was held with the landowner on 4 April 2019 to provide an overview of the Proposed Development and the rights required.</p> <p>Heads of terms were issued on 29 January 2020. Further engagement has taken place since then and further information has been shared between the parties throughout October and November 2020 to address a number of issues raised.</p> <p>The Applicant is confident that the necessary</p> |

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| | | | rights can be acquired by voluntary agreement shortly after Deadline 8. |
| 7-23, 7-24, 7-25, 8-01, 8-02 | Langstone Harbour Board (as occupiers of land owned by Portsmouth City Council and the Crown Estate) | New Connection Works Rights | The Applicant has engaged with the Harbourmaster who has confirmed the Langstone Harbour Board has no objections to rights being granted to the Applicant by either of the freeholders who own the land which the Board occupy. Further agreements will not be required from the occupier. |
| 8-03a, 8-03e | Baffins Milton Rovers FC (as occupier of land owned by Portsmouth City Council) | New Connection Works Rights | <p>The Applicant met the tenant on 22 October 2019 to provide an overview of the Proposed Development in the vicinity of their interest.</p> <p>Further engagement has taken place throughout 2019, 2020 and 2021, including engagement relating to increasing the order limits for the Proposed Development in the western side of the football club's pitch.</p> <p>Key terms have been agreed with the tenant and will be incorporated into an agreement anticipated to be progressed between the Applicant, the tenant and the landowner (Portsmouth City Council).</p> |
| 8-03e | Portsmouth Audi (as occupier of land owned by Portsmouth City Council) | New Connection Works Rights | <p>The Applicant understands the occupier is no longer occupying land within the order limits as the landowner has made the land in question available to the project taking place to improve coastal defence works and has made an alternative area available to the occupier whilst these works are taking place. The Applicant will continue to engage with the occupier in the event they occupy the land again in the future.</p> <p>The Applicant has had engagement with the occupier as the Proposed Development has evolved and is confident that in the event rights need to be acquired, the necessary rights can be acquired by voluntary agreement.</p> |
| 8-09 | Mitchells and Butlers (as tenant of land owned by Portsmouth City Council) | Temporary use of Land | <p>The Applicant has engaged with the tenant to provide an overview of the rights required and the tenant advised they will appoint their agents to agree the rights required. A further call took place in October 2020 and the Applicant issued Heads of Terms to the tenant in February 2021.</p> <p>The Applicant is confident that the necessary</p> |

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| | | | rights can be acquired by voluntary agreement. |
| 9-26 | University of Portsmouth Higher Education Corporation | New Connection Works Rights | <p>The Applicant first engaged with the landowner in July 2018 and has held a number of the meetings with the landowner since that date to discuss the Proposed Development.</p> <p>Heads of terms were issued to the landowner on 09 December 2019. The Applicant has held further meetings with the landowner in November 2020 and February 2021 and has provided further information in relation to a number of queries raised by the landowner. The Applicant also issued an improved offer to the Landowner on 23 February 2021.</p> <p>The Applicant notes the landowner has objected to the Proposed Development but will continue to engage with the landowner to attempt to secure the rights required by voluntary agreement.</p> |
| 10-09, 10-11 | Greene King and Retailing Limited | New Connection Works Rights | <p>The Applicant first engaged with the landowner in August 2018 and met the landowner to discuss the Proposed Development in more detail on 15 May 2019.</p> <p>Heads of terms were issued on 13 February 2020. Further engagement has taken place with the landowner including in September 2020 and February 2021 to progress Heads of Terms, though securing agreement has been hindered by staff-furloughs as a result of Covid-19.</p> <p>The landowner has confirmed they are not opposed to the Proposed Development and Applicant is confident that the necessary land and rights can be acquired by voluntary agreement.</p> |
| 10-35 | Investin Portsmouth Limited | New Connection Works Rights | <p>The Applicant first engaged with the landowner in mid-2017 and met the landowner on 4 July 2017 with discussions continuing since then.</p> <p>Heads of terms were issued to the landowner on 29 January 2020. Further engagement has taken place since, including a presentation on 16 July 2020 and a further meeting and discussions with the landowner's technical</p> |

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| | | | <p>advisor in October and November 2020 and the landowner in December 2020.</p> <p>The Applicant is confident that the necessary land and rights can be acquired by voluntary agreement.</p> |
| 10-33, 10-44 | PJ Estates (as tenant of land owned by Portsmouth City Council) | New Connection Works Rights | <p>The Applicant first engaged with the tenant in late 2017 and met the tenant on 4 January 2018 with discussions continuing since then with a further meeting taking place in October 2019. Further engagement has taken place in November 2020 and February 2021 and the tenant has confirmed they do not have any issues with or objections to what is being proposed by the Applicant given the HDD will pass under their site.</p> <p>The Applicant continues to engage with the tenant and is confident the necessary rights will be acquired by voluntary agreement (i.e. through an agreement with Portsmouth City Council to which the tenant may be a party).</p> |
| 10-10, 10-14 | Hampshire & Isle of Wight Wildlife Trust (as tenant of land (Milton Locks Nature Reserve) owned by Portsmouth City Council) | New Connection Works Rights Temporary Use of Land | <p>The tenant was added to the Book of Reference following a refresh of the land registry information in advance of Deadline 8.</p> <p>The Applicant has sent information to the tenant and plans to have further engagement with them in relation to the land rights required prior to Deadline 9. It is worth noting the Applicant has committed to installing the Onshore Cable Route under Milton Locks Nature Reserve and the allotments using HDD.</p> |

