



**SCOTTISHPOWER  
RENEWABLES**

# **East Anglia ONE North Offshore Windfarm**

## **ExQ1.3.2: CA and TP Schedule, Status of Negotiation with Landowners and Occupiers EA1N**

Applicant: East Anglia ONE North Limited  
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Author: Dalcour Maclaren Limited

**Applicable to  
East Anglia ONE North**



Revision Summary				
Rev	Date	Prepared by	Checked by	Approved by
1	20/10/2020	Harry Hyde	Alianis Sloan	Kieran Mirner

Description of Revisions			
Rev	Page	Section	Description
1	n/a	n/a	Response to ExA Q1.3.2 Compulsory Acquisition, Temporary Possession and Other Land or Rights Considerations



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# 1 Introduction

1. At the request of the Projects' Examining Authority, the Applicant has provided an Objections Schedule with information about any objections to the CA and/ or TP proposals. The schedule has been completed using the Applicants continued due diligence and from review of relevant representations made to date. This table will be submitted at each successive deadline. The Applicant will add any new entries as appropriate and or delete any entries that no longer apply. The Applicant will provide the reasoning for any additions or deletions.



## 2 ExQ1.3.2: CA and TP Schedule, Status of Negotiation with Landowners and Occupiers

Version No. 1	ExQs1.3.2: Schedule of CA and TP Objections: EA1N											
Obj No. i	Name/ Organisation	1 ii	2 iii	IP/AP Ref No iv	RR Ref No v	WR Ref No vi	Other Doc Ref No vii	Interest Part 1, 2 or 3 viii	Permanent/ Temporary ix	Plot(s)	CA? x	Status of objection
1	From Bidwells on behalf of The Sizewell Estate Partnership	✓	✓	79439 & 79445 & 97226	RR-073			Part 1	Permanent & Temporary	2; 4; 5; 6; 7; 8; 8A; 9; 11; 12; 13; 14; 15; 16; 19; 22; 23; 24; 25; 26; 27; 28; 29; 30; 31; 32; 33; 34; 35; 36; 39; 40; 41; 42; 43; 44; 45; 46; 47; 48; 49	Yes	<p>Heads of Terms were agreed on 31st January 2020.</p> <p>The Landowner and Applicant have instructed their respective solicitors to negotiate and settle formal agreements accordingly.</p> <p>The Applicant is hopeful that the necessary land rights can be acquired by voluntary agreement.</p>
2	From Bidwells on behalf of [REDACTED]	✓	✓	107047, 79439, 79210	RR-063			Part 1	Permanent & Temporary	50; 51; 52; 53; 54; 56; 57	Yes	<p>Heads of Terms were agreed on 31st January 2020.</p> <p>The Landowner and Applicant have instructed their respective solicitors to negotiate and settle formal agreements accordingly.</p> <p>The Applicant is hopeful that the necessary land rights can be acquired by voluntary agreement.</p>



3	From Ashtons Legal on behalf of [REDACTED]	✓	✓	79442	RR-152		Part 1, Part 2, Part 3	Permanent & Temporary	77; 78; 79; 80; 81; 82; 86	Yes	<p>Heads of Terms are currently in negotiation and are close to being agreed. [REDACTED]</p> <p>[REDACTED]</p> <p>are being confirmed and the Applicant is respectfully hopeful negotiations can be concluded once appointed.</p>
4	From Ashtons Legal on behalf of Fielden Ltd	✓	✓	79400	RR-041		Part 1, Part 2, Part 3	Permanent & Temporary	79; 82; 83; 84; 85; 86; 87; 88; 89	Yes	<p>Heads of Terms are currently in negotiation and are close to being agreed. [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>are being confirmed and the Applicant is respectfully hopeful negotiations can be concluded once appointed.</p>
5	From Ashtons Legal on behalf of [REDACTED]	✓	✓	79245	RR-550		Part 1, Part 2, Part 3	Permanent & Temporary	79; 82; 83; 84; 85; 86; 89; 92; 93; 94; 95; 96; 97; 112; 136; 139; 144; 145; 146; 147	Yes	<p>Heads of Terms were agreed on 14th February 2020. Further revisions were agreed on the 28th August 2020.</p> <p>The Landowner and Applicant have instructed their respective solicitors to negotiate and settle formal agreements accordingly.</p> <p>The Applicant is hopeful that the necessary land rights can be acquired by voluntary agreement.</p>



6	From Ashtons Legal on behalf of [REDACTED]	✓	✓	79214	RR-548		Part 1, Part 2, Part 3	Permanent & Temporary	79; 82; 83; 84; 85; 86; 89; 92; 93; 94; 95; 96; 97; 112; 136; 139; 144; 145; 146; 147	Yes	<p>Heads of Terms were agreed on 14th February 2020. Further revisions were agreed on the 28th August 2020.</p> <p>The Landowner and Applicant have instructed their respective solicitors to negotiate and settle formal agreements accordingly.</p> <p>The Applicant is hopeful that the necessary land rights can be acquired by voluntary agreement.</p>
7	From Ashtons Legal on behalf of [REDACTED]	✓	✓	96825	RR-549		Part 1, Part 2, Part 3	Permanent & Temporary	79; 82; 86; 89; 92; 93; 94; 95; 96; 97; 112; 136; 139; 144; 145; 146; 147	Yes	<p>Heads of Terms were agreed on 14th February 2020. Further revisions were agreed on the 28th August 2020.</p> <p>The Landowner and Applicant have instructed their respective solicitors to negotiate and settle formal agreements accordingly.</p> <p>The Applicant is hopeful that the necessary land rights can be acquired by voluntary agreement.</p>
8	From Ashtons Legal on behalf of D A Phillips & Co	✓	✓	79486	RR-031		Part 1, Part 2, Part 3	Permanent & Temporary	79; 82; 83; 84; 85; 86; 89	Yes	<p>Heads of Terms were agreed on 14th February 2020. Further revisions were agreed on the 28th August 2020.</p> <p>The Landowner and Applicant have instructed their respective solicitors to negotiate and settle formal agreements accordingly.</p> <p>The Applicant is hopeful that the necessary land rights can be acquired by voluntary agreement.</p>



9	From [REDACTED]	✓	✓	79301	RR-394		Part 1	Permanent & Temporary	117; 117A; 120; 121; 122; 122; 128	Yes	<p>The Applicant is hopeful that the necessary land and rights can be acquired by voluntary agreement.</p> <p>The Landowner has instructed an agent to act on their behalf and Heads of Terms negotiations are nearing completion.</p>
10	From Brown & Co on behalf of [REDACTED]	✓	✓	79294	RR-689		Part 1, Part 2, Part 3	Permanent & Temporary	113; 129; 130; 131; 133; 135	Yes	<p>The Applicant is hopeful that the necessary land and rights can be acquired by voluntary agreement.</p> <p>The Landowner has instructed an agent to act on their behalf and negotiations are ongoing.</p>
11	From National Grid	✓	✓	22381	RR-056		Part 1, Part 2, Part 3	Permanent & Temporary	16; 17; 18; 19; 20; 21; 22; 23; 24; 25; 26; 27; 29; 30; 31; 33; 35; 39; 40; 41; 113; 114; 115; 116; 117; 119; 120; 121; 134; 136; 144; 146	Yes	National Grid Electricity Transmission plc has apparatus within the Order Land and the Applicant is proposing to agree Protective Provisions.
12	From [REDACTED]	✓	✓	79222	RR-538		Part 1, Part 2, Part 3	Permanent & Temporary	114; 115; 116; 117; 117A; 126; 128	Yes	All rights in so far as they are applicable to the Landowner have been communicated to the Landowner and it is expected that National Grid Electricity Transmission Plc will explore securing these rights further with the Landowner following detailed design of the proposed works to





												provide certainty of the extent of the rights within the order limits.  It expected that these rights will be secured following approval of the DCO application, which has been communicated to the Landowner along with the standard rights and agreement being sort by the Applicant on behalf of Grid Electricity Transmission Plc.
13	From [REDACTED]	✓	✓	80577	RR-237			Part 1, Part 2, Part 3	Permanent & Temporary	106; 108; 110; 113; 133; 135	Yes	[REDACTED] registered Freehold of Plot 132 has been removed from the Order Limits as it is no longer required. [REDACTED] remains as an interested party by reason of the Project's potential impact on rights of access affecting Plots 106, 108, 110, 113, 133 and 135.
14	[REDACTED]	✓	✓	80302	RR-603			Part 1	Temporary	134; 136	Yes	No new rights are being sought from the owner as the necessary rights exist under an existing Deed of Easement dated the 21st December 1966 and the Landowner has compensatory rights that exist within the agreement should they be required.
15	[REDACTED]	✓	✓	80310	RR-602			Part 1	Temporary	134; 136	Yes	No new rights are being sought from the owner as the necessary rights exist under an existing Deed of Easement dated the 21st December 1966 and the Landowner has compensatory rights that exist within



											the agreement should they be required.
16	From Berrys on behalf of [REDACTED]	✓	✓	79469	RR-255		Part 1, Part 2, Part 3	Permanent & Temporary	92; 93; 94; 136; 144	Yes	[REDACTED] registered Freehold of Plots 137; 138; 139; 140; 141 has been removed from the Order Limits as these plots are no longer required. [REDACTED] remains as an interested party by reason of the Project's potential impact on rights affecting Plots 92, 93, 94, 136; 144.
17	From [REDACTED]	✓	✓	79274	RR-334		Part 1, Part 2, Part 3	Temporary		Yes	Plots 138; 137 and 142 have been removed from the Order Limits as they are no longer required.  Plot 136 is the subsoil of the adopted highway over which no permanent rights are sought.
18	From [REDACTED]	✓	✓	79360	RR-347		Part 1	Temporary		Yes	Plots 138; 137 and 142 have been removed from the Order Limits as they are no longer required.  Plot 136 is the subsoil of the adopted highway over which no permanent rights are sought.
19	From [REDACTED]	✓	✓	80442	RR-672		Part 1, Part 2, Part 3	Permanent & Temporary	90; 98; 104; 104C; 105; 106; 107; 108; 109	Yes	Occupier consent is not being sought with regards Plots 105, 106, 107 and 108. However, as part of the negotiation with the Landowners, [REDACTED] compensatory rights as occupier have been accounted for as part of the Applicants agreed terms with Landowner.



												<p>The registered Landowners of Plots 90 and 98 have instructed their appointed agent not engage with Applicant regarding any matters related to these Projects, therefore agreement cannot be reached with the Occupier, [REDACTED] without Landowner involvement.</p> <p>The Applicant is hopeful that the necessary land and rights can be acquired by voluntary agreement should the Landowner agreed to engage.</p>
20	From Addleshaw Goddard LLP on behalf of Network Rail Infrastructure Limited	✓	✓	19976	RR-060			Part 1, Part 2, Part 3	Permanent & Temporary	25; 26; 27; 28; 29; 30	Yes	Network Rail's interests in plots 25 to 30 (inclusive) refer to covenants in respect of historic boundaries. It is not believed that the Project will have any material impact on these covenants and discussions are ongoing the Applicant and Network Rail as to whether any form of agreement is required.

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21	Royal Society for the Protection of Birds	✓	✓	90856	RR-067			Part 1	Permanent & Temporary	2; 5; 6; 22; 23; 24	Yes	<p>This respondent is listed in Part 1 (Category 2) of the Book of Reference and therefore may be eligible to make a claim pursuant to S10 Compulsory Purchase Act 1965, Part 1 Land Compensation Act 1973 or S152 (3) of the Planning Act 2008.</p> <p>The Royal Society for the Protection of Birds is believed to hold a management agreement with the landowner of these plots. To date, the Applicant has not been provided with a copy of the agreement. However, the landowner has confirmed that the RSPB has rights which may be affected by the Project.</p>
22		✓	✓	79267	153			Part 1, Part 2, Part 3	Permanent & Temporary	78; 80; 81	Yes	<p>This respondent is listed in Part 1 (Category 2), Part 2 and Part 3 of the Book of Reference and therefore may be eligible to make a claim pursuant to S10 Compulsory Purchase Act 1965, Part 1 Land Compensation Act 1973 or S152 (3) of the Planning Act 2008.</p> <p> has a right of access only which will be temporarily interfered with a result of the Applicant's proposals.</p>
23	EDF Energy Nuclear Generation Ltd	✓	✓	50086	RR-037			Part 1	Temporary	19; 33	No	<p>Plot 19, 33 are included in respect of subsoil within the confines of the adopted public highway in which temporary road improvements will be carried out.</p>

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											No private agreement is being sought by the Applicant as these works would be undertaken under the New Roads and Street Works Act 1991.
24	EDF (NNB Generation Co Ltd) (EDF (NNB Generation Co Ltd))	✓	✓	98691	RR-038		Part 1	Permanent & Temporary	28; 29; 30; 31; 35; 39	Yes	Agreement is being sought by the Applicant in respect of the rights held by EDF (NNB Generation Co Ltd) (EDF (NNB Generation Co Ltd)).
25	AWG Group Limited	✓	✓	97559	RR-024		Part 1, Part 2, Part 3	Permanent & Temporary	8B; 49; 51; 57; 62; 79; 100; 104; 104A	Yes	AWG Group Limited has apparatus within the Order Land.  On 16th October 2019 AWG Group confirmed that they were able to accept a bespoke set of Protective Provisions as agreed between the Applicant and AWG Group Limited.
26	East Suffolk Council's Relevant Representation	✓	✓	104324	RR-002		Part 1	Permanent & Temporary	3	Yes	The Council is the occupier with respect of Plot 3. The Landowner is in negotiation with East Suffolk Council in respect of how they would like to proceed with the Applicant's proposed terms.  There has not been any response to the Heads of Terms submitted on the 21st November 2019. Subsequent chasing emails by the Applicant have yielded no substantive response.  The Applicant is hopeful that the necessary land rights can be acquired by voluntary agreement.

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27	Suffolk County Council	✓	✓	79337	RR-007			Part 1, Part 2, Part 3	Permanent & Temporary	2; 3; 7; 14; 15; 17; 18; 19; 20; 21; 24; 25; 26; 27; 29; 30; 31; 32; 33; 34; 35; 36; 37; 38; 40; 41; 46; 49; 52; 57; 61; 62; 63; 64; 67; 68; 72; 77; 79; 82; 83; 84; 85; 86; 89; 90; 91; 97; 98; 99; 100; 104; 105; 107; 108; 109; 113; 114; 117; 117A; 119; 128; 129; 130; 133; 135; 136; 137; 138; 142; 143; 144; 145; 146; 147; 148; 149; 150; 151; 154; 156; 157; 157; 158; 159; 163; 168; 169; 170; 171; 172; 173; 174; 175; 176; 177; 178; 179; 180	Yes	<p>Suffolk County Council as landlord are in negotiation with East Suffolk Council as leaseholder on how they would like to proceed with any agreement.</p> <p>Discussions with the Council have been ongoing for some time, in respect of Public Rights of Way and Highways land.</p> <p>There has not been any response to the Heads of Terms submitted on the 21st November 2019. Subsequent chasing emails by the Applicant have yielded no substantive responses.</p>
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28		✓	✓	79188	RR-590		Part 1, Part 2, Part 3	Temporary	38	No	<p>This respondent is listed in Part 1 (Category 2), Part 2 and Part 3 of the Book of Reference and therefore may be eligible to make a claim pursuant to S10 Compulsory Purchase Act 1965, Part 1 Land Compensation Act 1973 or S152 (3) of the Planning Act 2008.</p> <p>has a right of access only and this will not be interfered with in the exercising of the temporary rights being sought.</p>
29		✓	✓	96630	RR-311		Part 1, Part 2, Part 3	Permanent & Temporary	62; 64	Yes	<p>This respondent is listed in Part 1 (Category 2), Part 2 and Part 3 of the Book of Reference and therefore may be eligible to make a claim pursuant to S10 Compulsory Purchase Act 1965, Part 1 Land Compensation Act 1973 or S152 (3) of the Planning Act 2008.</p> <p>has a right of access only and this will not be interfered with in the exercising of the temporary rights being sought.</p>



30		✓	✓	97576	RR-820		Part 1, Part 2, Part 3	Temporary	157	No	<p>This respondent is listed in Part 1 (Category 2), Part 2 and Part 3 of the Book of Reference and therefore may be eligible to make a claim pursuant to S10 Compulsory Purchase Act 1965, Part 1 Land Compensation Act 1973 or S152 (3) of the Planning Act 2008.</p> <p>has a right of access only and this will not be interfered with in the exercising of the temporary rights being sought.</p>
31		✓	✓	96527	RR-455		Part 1, Part 2, Part 3	Permanent & Temporary	66	Yes	<p>This respondent is listed in Part 1 (Category 2), Part 2 and Part 3 of the Book of Reference and therefore may be eligible to make a claim pursuant to S10 Compulsory Purchase Act 1965, Part 1 Land Compensation Act 1973 or S152 (3) of the Planning Act 2008.</p> <p>is the beneficiary of restrictive covenants in relation to the property which require the landowner not to carry out various activities. The Applicant is not proposing to interfere with or breach these restrictions.</p>





32		✓	✓	109021	RR-512		Part 1	Permanent & Temporary	100; 103	Yes	<p>Plot 100 is included in respect of subsoil within the confines of the adopted public highway in which the Applicant proposes to exercise temporary rights for the construction of an outfall water drainage pipe.</p> <p>No agreement is being sought in respect of these rights as these works would be undertaken under the New Roads and Street Works Act 1991.</p> <p>In respect of Plot 103, is assumed Landowner of unadopted unregistered highways verge bordering the registered adopted highways verge, but no temporary rights are being sought which affect s assumed Landowner at this stage.</p>
33		✓	✓	130107	RR-256		Part 1, Part 2, Part 3	Temporary	37; 38	No	<p>This respondent is listed in Part 1 (Category 2), Part 2 and Part 3 of the Book of Reference and therefore may be eligible to make a claim pursuant to S10 Compulsory Purchase Act 1965, Part 1 Land Compensation Act 1973 or S152 (3) of the Planning Act 2008.</p> <p>has a right of access only and this which will not be interfered with in the exercising of the temporary rights being sought.</p>



34		✓	✓	95681	RR-822		Part 1	Permanent & Temporary	23	Yes	This respondent is listed in Part 1 (Category 2), Part 2 and Part 3 of the Book of Reference and therefore may be eligible to make a claim pursuant to S10 Compulsory Purchase Act 1965, Part 1 Land Compensation Act 1973 or S152 (3) of the Planning Act 2008.
35	St. Edmundsbury and Ipswich Diocesan Board of Finance	✓	✓	97580	RR-079		Part 1, Part 2, Part 3	Permanent & Temporary	99;	Yes	<p>This respondent is listed in Part 1 (Category 2), Part 2 and Part 3 of the Book of Reference and therefore may be eligible to make a claim pursuant to S10 Compulsory Purchase Act 1965, Part 1 Land Compensation Act 1973 or S152 (3) of the Planning Act 2008.</p> <p>St. Edmundsbury and Ipswich Diocesan Board of Finance is the beneficiary of restrictive covenants in relation to the property. The Applicant is not proposing to interfere with these covenants but the landowner is not currently engaging with the Applicant to be able to discuss this matter before approaching the respondent.</p>
36		✓		98202	RR-867		Part 1	Temporary	140; 141	Yes	Plot 140; 141 have been removed from the Order Limits as they are no longer required.



37		✓	✓	-	-	-	PDC-043	Part 1, Part 2, Part 3	Permanent & Temporary	12; 14	Yes	<p>has made representation at Deadline C.</p> <p>is an interested party as a tenant of</p> <p>As tenant, would have a right of access to her tenanted property at through the rights afforded to the owners of</p> <p>These rights apply through plots 12 and 14. It is not anticipated that these rights will be restricted and the Applicant will endeavour to facilitate access during the course of its works. As a precaution, the Applicant has made contact with the owner of plots 12 and 14 appointed agent to request that access to the property be obtained via an alternative route that is already in use but unauthorised. If confirmation is received, the Applicant will provide assurance of the alternative methods of access to and should it be required, to any affected interests of plots 12 and 14.</p>
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38		✓	✓		RR - 784			Part 1, Part 2, Part 3	Permanent & Temporary	10; 12; 14	Yes	<p>██████████ is an interested party as occupier under a grazing licence of Plot 10.</p> <p>As tenant, ██████████ would have a right of access to land over which she holds a grazing licence (Plot 10) through the rights afforded to the owners of Plot 10. These rights also apply through plots 12 and 14. It is not anticipated that these rights will be restricted, and the Applicant will endeavour to facilitate access during the course of its works. As a precaution, the Applicant has made contact with the owner of plots 12 and 14 appointed agent to request that access to the property be obtained via an alternative route that is already in use but unauthorised. If confirmation is received, the Applicant will provide assurance of the alternative methods of access to Ness House and Plot 10, should it be required, to any affected interests of plots 12 and 14.</p>
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39		✓	✓	79347	RR -340		Part 1	Permanent & Temporary	104; 104C; 109	Yes	Due to changes to the boundary of the Applicant's DCO and the addition of Plots 104A, 104C and extension of Plot 104, the Applicant has included [REDACTED] as assumed owner in respect of unregistered land by reason of being the neighbouring property owner. Following a representation supplied to the ExA on the 15th October 2020 the representor claims ownership of Plot 109. The Applicant has received communication from other parties also claiming ownership. Therefore the Applicant has included [REDACTED] as assumed owner following receipt of this representation. Further enquires will be made to validate this claim .
40		✓	✓	79209	RR -339		Part 1	Permanent & Temporary	104; 104C; 109	Yes	Due to changes to the boundary of the Applicant's DCO and the addition of Plots 104A, 104A and extension of Plot 104, the Applicant has included [REDACTED] as assumed owner in respect of unregistered land by reason of being the neighbouring property owner. Following a representation supplied to the ExA on the 15th October 2020 the representor's husband claims ownership of Plot 109. The Applicant has received communication from other parties also claiming ownership. Therefore the Applicant has included [REDACTED] as assumed owner following receipt of this



											representation. Further enquires will be made to validate this claim .
41		✓	✓	96510	RR-671		Part 1, Part 2, Part 3	Permanent & Temporary	90; 104; 104C; 105; 106; 107; 108; 109;		<p>Occupier consent is not being sought with regards Plots 105, 106, 107 and 108. However, as part of the negotiation with the Landowners, [REDACTED] compensatory rights as occupier have been accounted for as part of the Applicants agreed terms with Landowner.</p> <p>The registered Landowners of Plot 90 instructed their appointed agent not engage with Applicant regarding any matters related to these Projects, therefore agreement cannot be reached with the Occupier, [REDACTED] without Landowner involvement.</p> <p>The Applicant is hopeful that the necessary land and rights can be acquired by voluntary agreement should the Landowner agreed to engage.</p>