



Planning Inspectorate
Arolygiaeth Gynllunio

Hearing Transcript

Project:	North Falls Offshore Wind Farm
Hearing:	Compulsory acquisition hearing 1 - Part 2
Date:	17 June 2025

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North Falls Offshore Wind Farm Compulsory Acquisition Hearing – PT.2

00:00:05:23 - 00:00:07:18

The hearing is now resumed.

00:00:09:20 - 00:00:47:15

This is the compulsory acquisition hearing part two. We're now going to hear our agenda item 3.6. That's representations from parties who may be affected by the compulsory acquisition provisions in the draft DCO. And are subparagraph a affected persons, including additional affected persons who have notified a wish to make oral representations at this compulsory acquisition hearing. So we have here today we're going to hear from Gwen Church on behalf of the executors of the estate of the late Charles Table.

00:00:48:03 - 00:01:25:10

Now, a relevant representation, R335 has been submitted objecting to the potential compulsory acquisition of land within the order limits of the application, arguing there is no justification for the acquisition of such a large proportion of their land. And the objection also covers the impact on farming operations. The Land Rights tracker at deadline five states that the applicant continues to hold constructive discussions with the landowner, and remains confident that the necessary land rights can be acquired by voluntary agreement.

00:01:25:23 - 00:01:58:21

So if I go to Gwen Church, do you agree that matters are close to being settled on a voluntary basis? And if not, please can you summarise your case opposing the compulsory acquisition powers sought by the applicant in respect of your client's land? And in so doing, please explain whether you consider the powers sought by the applicant do or do not accord with the conditions stated in section one, two, two of the Planning Act 2008 and the compulsory acquisition guidance.

00:01:59:13 - 00:02:00:10

So Gwen.

00:02:00:28 - 00:02:38:18

Like. Good morning. Gwen church on behalf of executors of Charles Tabor. Um, firstly, in relation to the, uh, question on land rights tracker, we have engaged with, uh, Malcolm McLaren on behalf of the applicant, um, for nearly four years, actually, on this matter. Um, and heads of terms have were put forward to us in May last year for the permanent acquisition. Um, sorry for voluntary acquisition of the substation site. Um, we are I think it'd be fair to say that we are predominantly there with the heads of terms.

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There's one significant sticking point, which is a right of way in favour of my client over lands, subject to the option, and that is to allow my client to access the sort of severed land of, um, of their farm, if that's the right word to use. Um, to continue farming. It's a circa 100 acres of land which would be severed from their main holding.

00:03:04:24 - 00:03:35:14

And, um, whilst the right of way has been discussed and it's suggested that we'll be granted, we do need it to be sufficient for my clients, um, existing agricultural activities, um, to move from field to fields with a combine and header. Uh, and hence, while we're asking for a 12.5m right of way in our favour, uh, I think the applicant came back jointly with five estuaries, um, with a proposal of five metres, which won't be sufficient for our, um, purpose.

00:03:35:21 - 00:03:53:28

And I think it's got to we've got to remember here that we are wanting to enter into voluntary agreement, uh, with the applicant, but therefore we need to have our, uh, our interest protected in perpetuity. So I'm not going to sit here and say we

00:03:55:17 - 00:04:23:23

are not going to sign a set of terms, but if the hedge terms do not provide that right away. Sufficient for my clients ongoing farming operations on land retained, but which can only be accessed via the land subject to voluntary agreement, then we must have that right away in place. Otherwise we're going to be severed from 100 odd acres of land, which will then, um, put us in a very difficult position and actually make a business unviable, because we would be losing a land subject to voluntary agreement as well as being severed from 100 acres of land.

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So that's so as it stands today, with a right of way of circa 12.5m, we wouldn't object. If we didn't have that right away. We'd have to object because we could not farm or retain land. Um.

00:04:41:00 - 00:05:05:14

No. Thank you. Um, is there anything you specifically want? I think in your original representation, there was this comment. No justification for the acquisition of such a large proportion of their land. Is there anything you want to add on that? Or is the rights of way the only outstanding sticking point for you at the moment?

00:05:08:11 - 00:05:43:29

I think since that representation was made, there's been more information made available justifying the need for the sort of landscaping proposals. And Um Beng was mentioned earlier. Um, so from, from the executive of Charles Table's point of view, the right of way is a significant sticking point for us at the moment. And like I said, whilst the right of way has been mentioned, isn't sufficient for what we need it for. Um, and it had to be selling its land voluntarily in a no scheme world. We'd be still asking for same right away. So we just need to safeguard our clients interests in that respect, so that right away is predominantly the sticking point for a certain moment.

00:05:45:02 - 00:05:45:23

Thank you.

00:05:54:17 - 00:05:58:10

Right. Yeah. Could I ask the applicant to respond to that, please.

00:06:02:04 - 00:06:04:12

For the applicant, I will hand over

00:06:05:29 - 00:06:42:04

to Sam Butlin just to explain the discussions that have taken place, um, to date, um, and to explain why, um, the applicant has agreed to offer, um, a right of way, but the reasoning as to why the applicant is unable to accommodate, um, the width of access, um, that, um, Mr. Church has, has referred to. Uh, I'll also explain why the applicant's position is that a, uh, reduced width won't, uh, result in the impacts, um, on the, um, Mr.

00:06:42:06 - 00:06:49:09

Church's clients, um, agricultural, uh, agricultural activities, um, that have been alluded to. So I'll hand over now. Thank you.

00:06:52:04 - 00:07:35:16

Sam Butlin, on behalf of the applicant, um, we received confirmation from Mr. Church on the 3rd of June 2025 that the had two terms were now broadly agreed, and with the one outstanding issue being this, uh, reserved access. Um. The applicant responded to Mr. Church on the 3rd of June, um, confirming that, uh, we could, um, accommodate the reserved access or the principle of it, um, but that the access width of 12m is not something that could be accommodated based on the proposed, um, implications, um, on the substation screening.

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Um, nonetheless, we do believe that, um, this issue could be resolved. Um, the 12 metre access, um, as we understand it, is predominantly for, uh, access for a combine harvester, um, with the head of attached to move from the landowner's, um, farmyard to the field to the, uh, west of the substation zone. Um, this is, uh, generally speaking, um, fairly infrequent activity.

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Um, and we don't believe there's any reason why, um, as a compromise, um, the five metre access that we've offered wouldn't be sufficient. Um, it would be, um, slightly more inconvenient, um, for the landowner. Um, they would have to tow the header of the combine harvester. Um, behind it. Um, but the access would still be, uh, there to access the retained retained land to the, um, uh, to the west. Um, the issue with a slightly larger, uh, access width of 12m.

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Um, as set out within the design vision app. Two three, four. Um, is that agreeing to a wider access would constrain the design options available to the applicant in terms of landscaping mitigation. And there is a risk that we agreed to an access which ultimately could result in a suboptimal or unacceptable design to the local planning authority. Just for context, the five metres uh width that was provided, um, is, um, proportionate to or in line with um, a typical highway um being um, based on the National Highways Design manual for road and bridges, um indicates that a 3.65m uh width is a standard for general traffic lanes.

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Um, so that's kind of why we feel as if, uh, it's not practicable or possible to agree to this wider access at this time. Thanks.

00:09:49:05 - 00:09:54:09

Thank you, Mr. Church. Could I have your response to that?

00:09:57:06 - 00:10:30:19

Yes. Gwen. Church. On behalf of executors of Charles Tabor. I don't disagree with majority of Sam's points or the opinions point. Sorry. Um, in regards to previous correspondence. One thing I'm will be quick to add is that the three point something metres uh referred to is um, is not wide enough for a combine harvester. In any case, that's why you have to have escort vehicles with combines. Five metres would be, um, just about wide enough, depending on how, um, the right of way is laid out.

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But that's notwithstanding, we are entering into voluntary disposal here. And with all due respect, if we are entering into voluntary disposal to try and avoid, um, resulting in compulsory powers being exercised, then us retaining a right of way to allow my client to continue to farm the land as they have done for many, many years, Is, and going from one parcel of one part of farm to another part of farm without having to, um, take off a combine header, tow it, drive over standing crop to put it back on in a quite awkward road corner on Grace road.

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Um, and I believe it's in our interest and for everyone's interest to ensure that we continue to farm, as we have done for many years. As I said, we we do want to avoid compulsory acquisition. Um, we do want to avoid an objection. But, uh, if we're going to enter into a voluntary sale, then I believe that we should be, um, having a rights we need to continue farming in the way we have been for many years hence. Hence the need for 12.5m, really, that protects future expansion of our farm machinery as well. Future, um,

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enlargement of combined headers. Ten metres would be possible. I don't really see, given the amount of acreage which the applicant is looking to acquire, that a ten metre right away, um, across the top of a land would be detrimental to the landscape provisions, not least given that they've got their own tracks within the landscape area.

00:12:08:07 - 00:12:25:01

So if I, I will go back to the applicant on this. Um, you know, why would a ten metre, um, width be potentially detrimental to any landscaping scheme? How could why could that not be accommodated?

00:12:28:08 - 00:13:02:21

So but then on behalf of the applicant, um, I just want to quickly add that the five metres that we have suggested or gone back to Mr. Church and his clients, um, is a minimum width. Um, so it could potentially be larger to this, but it's difficult to commit now. Uh, whilst we still do not have a defined landscaping design, um, it's still being discussed. It's still in development, and we're going through a sort of phase at the moment of developing a design guide, which will inform the future design of of the landscaping.

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I think Gwen Church has pointed to the extent of the land available, notwithstanding the provision of landscaping can wider. Please explain to me why a wider access right of way cannot be accommodated.

00:13:29:05 - 00:13:31:09

Is there any plan you can refer me to?

00:13:43:18 - 00:13:54:14

Cllr. Project for the applicant. Um. If it would assist, we can put back on the the plan from the design vision that we shared earlier. Um. to assist the examining authority.

00:13:58:18 - 00:13:59:13

Thank you.

00:14:00:15 - 00:14:01:18

Um, so,

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as you can see on this indicative plan, there is a variety of different landscaping, um, being discussed at the moment in terms of um, uh, shout about and, um, enhanced hedgerows, etc.. Um, both sort of all around the sort of northern perimeter of the site. Um, as Mr. Campbell mentioned before, the landscaping has different functions, partly to provide screening, um, to mitigate the visual impacts of the project and five estuaries project, uh, but also to provide um, connectivity between different, um, landscape areas.

00:14:48:03 - 00:15:22:15

Um, as well as meeting um, uh, being suitable for the landscape character and in this area. Um, I think the point that Mr. Button was making it is that at the moment, a 12.5m, um, access route or an area that needed to be kept clear, um, to the northern, um, extent of this would, um, potentially, um, result in there not being sufficient space to provide the landscaping that's required for, um, mitigation purposes for screening.

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Um, and then would also, uh, potentially result in a minimization of, um, the land available to provide those other functionalities that we've mentioned. Um,

00:15:36:10 - 00:16:14:06

the applicant is obviously trying to balance various competing, um, requests for this land, uh, both in terms of what the local planning authority are asking for. Natural England is asking for and obviously what what affected landowners are asking for, and the applicant considers that it is trying to provide a compromise that that is suitable for all parties. As Mr. Martin mentioned, it is acknowledged that it will be less convenient for Mr. Church's clients to carry out certain activities that require the usage of, um, combine harvester.

00:16:14:17 - 00:16:48:10

Um, but it won't be, um, impossible to do so, um, for the reasons that, um, Mr. Butler mentioned. So, um, at the moment the applicant feels that it needs to keep the flexibility available, um, and therefore can only commit to a minimum of five metres, which is sufficient width for the combine harvester if its towing its header. So farming activities are not prevented by the scheme, but providing or committing to providing a wider corridor can't be um, can't be done at this point in time because we are still trying to finalize the landscaping.

00:16:48:12 - 00:17:21:07

Um, that will be acceptable to other stakeholders and ultimately Essex County Council, who are responsible for signing off the proposal in this area. Um, the applicant considers that the the benefits and the needs of the project, um, outweigh the inconvenience that would be suffered when carrying out these particular activities. By, uh, by Mr. Church's clients, in the event that we're only able to deliver a five meter access width across the top area of that land.

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The applicant, the applicant's, uh,

00:17:28:01 - 00:18:03:04

reference to a five meter minimum. You've heard Mr. Church today referring to, uh, his potential minimum as being ten meters. What what what is the justification for the applicant? Or how has the applicant looked at a different, Front width between, say, ten and five beats, or between the 12 and the five metres. How have you come to the conclusion that only five metres can be safely made available from your point of view at this stage?

00:18:06:14 - 00:18:37:25

Of the applicant. My understanding is that there is that a greater width between those wouldn't deliver the ability for, um, the access with the combine harvester with its header attached to be undertaken. So if, if, for example, a slightly wider width than five were to be given that, that wouldn't provide, um, the sufficient width to um benefit uh, or prevent the, the need to remove the header when accessing um, that area of land.

00:18:37:27 - 00:18:56:24

So the work that's been done is to commit to a minimum of five metres at this stage, whilst the landscaping is being, um, is still being considered and discussed with the relevant stakeholders. I do not think the applicants. Not at the moment, in a position to offer a greater width than five metres at this point in time.

00:19:02:02 - 00:19:05:03

Mr. church. Is there anything that you want to add?

00:19:16:29 - 00:19:21:10

Sorry, I was just trying to calculate the areas we're talking about and.

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Yeah.

00:19:21:29 - 00:19:45:04

Yeah. Rough. Rough. Roughly speaking, we're talking about, um, 0.1 hectare. The difference between a five metre and a ten metre. Uh, right away. Uh, in terms of acres, that equates to 0.4 acres. And I'm afraid I strongly disagree that the applicant is that tight for space, that they have to utilize every.

00:19:47:13 - 00:20:20:11

Square inch of a landscaping proposal to satisfy their landscaping needs. Um, or landscape landscaping needs. Sorry. So, yeah, we're talking the difference between a five meter and a ten meter. Um, right away is about 0.4 of an acre. And to me, if the applicant is that type of space, then there must be some miscalculations, because I've been told in letter terms that, um, it's a possibility that they won't exercise a full option area anyway. Um, so it's it's slightly contradictory messages, I'm afraid.

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And I think I heard you say earlier that at present the you could accommodate the combine harvester with the header within a width of ten meters.

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Yeah, correct. 12.5 a b.

00:20:36:01 - 00:20:41:21

And the 12.5 was your preference to accommodate for bigger machines going forwards?

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Correct. Yeah. Because we don't know where we're going to be in 510 years time with combined headers. But ten meters metres would be absolutely minimum for us. 12.5 would be preferable.

00:20:51:25 - 00:21:10:08

Could I ask you at deadline six, which is the 24th of June, to, um, provide a summary of your position on this, including, if possible, a plan to outline how you say this might be achieved. Thank you.

00:21:10:10 - 00:21:12:04

Absolutely. That's absolutely fine. Right.

00:21:13:01 - 00:21:22:18

Okay. Does the applicant have any final response they want to say in request in connection with this affected person?

00:21:25:09 - 00:22:01:14

Uh, Clare project for the applicant. Um, only just to refer back to, um, conversations during part one where Mr. Reid explained, um, all of the different types of um, apparatus, um, and drainage and other elements that are required within this land. So the applicant doesn't consider that it's got Lots more space than it needs. It has very much selected a site that it requires for the project and all of the elements, uh, for it. So, um, whilst the applicant appreciates that on a plan, it looks like a fairly large site.

00:22:01:21 - 00:22:35:17

Um, uh, it is, you know, all of the elements out of it are required. Um, when, um, uh, Mr. Church referred to the applicant not seeking to exercise all of the, uh, the option over all of the land. Um, this allows for a scenario where only North Falls goes ahead, for example, or only five estuaries were to go ahead, in which case, um, uh, there wouldn't be the need for, um, the entirety of the land area to be, uh, to be acquired. Um, so the applicant does, um, does take on board Mr.

00:22:35:19 - 00:23:03:02

Church's comments. Um, it will seek to, um, explore whether there are any other options and we can give some more detail at deadline six. But as I said at the moment, based on the, um, the fact that the design vision and the placement of landscaping is still being agreed with stakeholders, its position as it can't accommodate the ten metre width that Mr. Church has requested.

00:23:04:18 - 00:23:21:17

Thank you. Thank you. Right. We move on now again to Green Church, this time on behalf of T Family and Sons Limited. So, um, uh, could you please set out your case opposing the compulsory acquisition of this land?

00:23:24:13 - 00:24:03:04

Yeah. Good afternoon. Gwen church, on behalf of T unlimited, we. As with Charles table of Executive Charles table, we've engaged with, uh, Dale McLaren for a number of years now. Um, and have signed heads of terms for the cable easement. The substation, however, is a slightly different, um, matter as it's a voluntary. Um, we've had two terms for a voluntary disposal. We have got two significant issues here. The first one being the inability for my client to claiming Jewish affection on on its retained residential property, yard and buildings which adjoin the option area.

00:24:04:04 - 00:24:43:16

Um, not least because of the detrimental impact it will have on the value of a retained property. Uh, secondly, um, the landscaping plans with between the applicant and five trees are so vastly different that the option plan assumes worst case scenario. Um, which is an anecdotal terms and which I can show you on a screen shortly if you wish. Um, which shows that the applicant and five estuaries would have a possibility to exercise the option on an area of land which would, um, hem my client's residential property in with a tree or landscaping proposal or tree belt.

00:24:43:18 - 00:25:16:03

Belle. Again, that's more of a five estuaries matter, but it's a joint document which puts my client in a very difficult position. Whilst we want to engage in enter into voluntary agreement, that's our preferred route. We do not want to be going down the compulsory purchase, uh, route. We are a bit like Charles table, a sticking point with these two aspects. Um, I strongly take the view that my client should not be financially impacted on their retained residential property, which is within the same ownership and within a stone's throw over substation site.

00:25:16:23 - 00:25:47:09

Um, I'm not entirely sure why the applicant believes that's the case. Um, and that they shouldn't have the ability to claim injurious affection on a retained residential property, yard and buildings. And we

have been asking since May last year when, um, we had two terms for the substation site were first issued. We immediately asked to have the plan amended so that our client has a comfort that if signing had two terms, the applicant and five estuaries cannot exercise option around land, which immediately turns a residential property.

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Um, nothing has changed in regards to that plan, which makes it very difficult situation for my client. If it helps, I can share my screen with a plan just so you can visualize what I'm referring to.

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I'm not sure if that's possible, but if you if you can, it would be helpful to see the plan.

00:26:10:24 - 00:26:15:09

Um, see if I can do it. No. So it's not allowing me. Sorry. No, I.

00:26:15:13 - 00:26:20:27

Thought it wouldn't allow you. But what you can do is provide the examination.

00:26:21:25 - 00:26:40:20

Alright. Thank you. Yeah. Just been giving you authority to do so. Yes. Um, so by this, this area outline read is within the ownership of T fairly and unlimited. As you're aware, the parcel to the north is owned by the executors of Charles Tabor. My client resides here.

00:26:41:15 - 00:26:42:02

Yes.

00:26:43:07 - 00:27:14:14

And it varies to farm buildings in his yard. Now, if you are looking at that at the moment, the pink shading area is the option area. Now we are really nervous about signing a document and with all due respect to the applicant and five years, they've said that this won't be the case. But from my client's point of view, signing a heads of terms showing out plan gives the applicant and five estuaries the right to, um, exercise that option in due course.

00:27:14:16 - 00:27:51:02

Should this lack the landscape and proposal around here be the preferred option? I understand that may not be the case, but it's all assumptions, not actuals. Uh, and you can quite clearly see the difference between the applicant's landscaping proposal and five trees, where the applicant is sort of a curved tree belt up here, which is much preferred than five trees, which is going around a to originally. We've gone around the corner of this parcel. So I'm very happy to say that the feedback from my client is, of course, I don't want to see this happen at all, obviously.

00:27:51:12 - 00:28:33:17

But if it was to happen, if Eleanor Hall's landscaping proposal is the preferred approach, it does seem, from a landowners point of view that there's been little clever collaboration between the two parties, hence why we're in this position at the moment, with a heads of terms plan showing this pink shaded area when we're also being told verbally. But what we see in front of us here will not be exercised.

But you can imagine if my client lives here, that all of a sudden he's going to be hemmed in, um, can't get access to his, uh, cultural buildings, technically speaking, would be subject to the right of way to get rid of his retained land.

00:28:33:27 - 00:28:37:12

There's lots of ifs and buts, and I'll happily.

00:28:39:14 - 00:29:16:23

Confirm that we have been engaging on this matter, but my clients are still sat here today very nervous about signing heads of terms which have that plan annexed to the agreement. If it reflected what North Walls were proposing, it would be much more comfortable about signing it. But then it goes back on to my point about injurious affection with my client residing here. And this property is in the same ownership as the land being fairly and unlimited. There's going to be detrimental impact on this land, on this house, due to the presence of the two substations and if this is exercised, the landscape and proposals as well.

00:29:17:06 - 00:29:45:08

We've been told that we can't claim injurious affection because we can't have a known claim hanging over the applicant and five estuaries. But for the land value, I appreciate we can't talk about commerciality here or compensation, but it's the same for both landowners. We are in negotiations about having a one off payment to my client here to reflect for potential Jewish affection. But as we stand today, unless that figures agree to, I can't see my client signing his head to terms.

00:29:46:24 - 00:29:48:20

We must be able. Sorry.

00:29:49:09 - 00:30:16:03

I was just going to say, in terms of the pink area adjacent to your client's, uh, farm and farm house. Could you provide me, say, at deadline six? The area indicated on that that you've been told may not be required. And the area that you would specifically oppose the compulsory acquisition of.

00:30:16:20 - 00:30:56:00

Well, Irish causes. This is where the difficulty arises because you've got the applicant with their proposal, which we're more in favour of. But the five estuaries proposing something else. And it's the latter we don't necessarily agree with and we can't. Yeah. So that's I'm very happy to sit here and say if we were to agree to one of the proposals, it would be North Falls, but the North Falls. The five head terms are a joint document, and the plan is assuming worst case scenario from um, the landscape of proposal point of view, which is detrimental to my client's enjoyment of our house.

00:30:56:10 - 00:31:04:29

Um, and future farming. So I'm very happy to submit it. That deadline six confirmation that we would prefer

00:31:06:18 - 00:31:23:29

the North Falls landscape and proposal, which will then free up all of this area and around the house and buildings. Um, but I hope you can see why my client's at a stumbling block at the moment to sign ahead to terms which show this area, and since May last year has not been changed.

00:31:25:11 - 00:31:47:05

No, no, I'm following what you're saying. But we also need, as an examining authority to be clear as to the exact area of land that, of course, that you're talking about. So if you can clarify that deadline six and also set out your full position in relation to the landscaping, the two landscaping schemes. That would be really helpful.

00:31:47:07 - 00:32:23:19

Thank you. Just, um, and it's really just to reiterate that we have been in agreement as much as we want to be in agreement with the No Falls landscaping proposal around the yard and building. So it seems a lot more empathetic than, um, five estuaries. So we, you know, we're grateful for that. And that's what we want to see going forward, which will hopefully allow us to sign out of terms. Um, I mean, as I said it, Vince rolls over into the other stumbling block, which is just a matter of injurious affection. Um, which I'm waiting to hear back from the applicant on, uh, that they'll pay an injurious affection amount.

00:32:23:21 - 00:32:35:06

And so my client's not left, um, in a financially worse position due to the presence of a substations, but I appreciate it's partly commercial, but it's partly a matter of principle as well.

00:32:35:28 - 00:32:36:19

Thank you.

00:32:37:23 - 00:32:38:08

Very.

00:32:38:21 - 00:32:47:03

Right. Thank you. Thank you for that. That was helpful. Um, could I ask the applicant to respond to that, please?

00:32:49:24 - 00:33:22:02

Uh, Clare, project for the applicant. Um, dealing with the two points separately. Um, my understanding is that the areas that Mr. Church were referring to on, on his plan relate to areas that are only included in the five estuaries water limits and over which five Estuaries project is seeking, um compulsory acquisition. Uh powers for for those landscaping proposals that are part of um its um landscaping scheme that it put forward as part of its um DCO application.

00:33:22:04 - 00:33:52:18

We did discuss one of the earlier issue specific hearings, the differences between the two landscaping schemes. And and, and the applicant set out its position as to why it considers that its proposal, um, which doesn't include that land is suitable to mitigate the impacts of of the project, both alone and and with five estuaries. Um since since the DCO applications were submitted. Obviously a lot of work has gone into developing a joint design.

00:33:52:23 - 00:34:25:04

We've spoken before about the development of the design guide. Um, and the intention very much is that the projects will, um, proceed with a joint design, which will be signed off by Essex County Council. Um, at the moment, um, that design has not been finalised. So we understand that five Estuaries is not, um, proposing to remove um or reduce its order limits to remove that land. Um, where it had suggested um, some landscaping works may be required.

00:34:25:06 - 00:35:08:11

So we do fully appreciate, um, uh, the slight frustration on the part of Mr. Church's clients that, um, there is a slight, uh, disconnect, I suppose, between the, um, the powers that are being sought. Um, and, um, how the the the design of the combined landscaping solution has progressed since then, but that that scheme is not going to be finalised until after the DCO applications have been determined. Um, in terms of, um, the second point, which was, um, the injurious affection, a point obviously, if the applicant were to have to exercise compulsory acquisition powers, then Mr.

00:35:08:13 - 00:35:39:12

Church's clients would be fully entitled to make an injurious affection claim. The applicant is not suggesting that they don't have the ability or, um, to do so in a compulsory acquisition, um, scenario, what had been being discussed as part of the terms of a voluntary agreement, um, was to agree a one off payment, um, in respect of any, um, injurious affection claim and that that's sort of a compensation matter, which we don't propose to go into.

00:35:39:14 - 00:36:21:21

But, um, we just wanted to make it clear that we're obviously not saying that his clients aren't entitled to make a claim. It is really a discussion over, um, the sum of money that might be attributable to that potential head of game. Should compulsory acquisition powers, uh, be utilised? Um, but I think, um, other than that, as as Mr. Church said, the other terms, um, have been agreed. So the applicant has, has made good progress, uh, with this, with this landowner. But, um, we do appreciate that it is difficult for the landowner, um, to sign the heads of terms, um, that include proposals for the Five Estuaries scheme that that they currently don't agree with.

00:36:22:05 - 00:36:22:25

Thank you.

00:36:23:03 - 00:36:23:25

Thank you.

00:36:30:01 - 00:37:02:02

Right. Um, I will, uh, that that brings us to the end of that section. There are no section 102 or category three persons wishing to make oral representations, and there are no representations from statutory undertakers, no statutory undertakers in attendance who do wish to make oral representations. Um, are there any other matters relevant to the agenda that anyone wants to raise?

00:37:10:16 - 00:37:29:00

Right. I can't see any hand. Virtual. Hands up. Um. If there are no other matters that anyone wishes to raise, I'll now close the hearing. Thank you all for your attendance and participation in this event today. The hearing is now closed.