



Planning Inspectorate
Arolygiaeth Gynllunio

Hearing Transcript

Project:	Dogger Bank South
Hearing:	Compulsory Acquisition Hearing 2 (CAH2) – Part 1
Date:	7 April 2025

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The video recording published on the Planning Inspectorate project page is the primary record of the hearing.

00:00:05:05 - 00:00:37:14

Good afternoon everybody. The time is now 3 p.m., and I would like to welcome you to this compulsory acquisition hearing in relation to the application made by RWC renewables UK, Dogger Bank South West Limited and RWA renewables UK. Dogger Bank South East Limited for the proposed Dogger Bank South offshore wind farms. Before I proceed any further, can I just check that everybody can see and hear me? If not, can you raise a hand in teams?

00:00:39:23 - 00:00:50:00

I cannot see any. Hands up. Thank you. Can I also confirm with Mrs. Hopewell that the live stream of the recording of this event has commenced? Thank you.

00:00:51:23 - 00:01:22:22

Please, could all participants ensure that they are muted unless invited to speak? And please silence all electronic devices. My name is Claire Bello. I am an examining inspector. Chartered scientist and chartered water and environmental manager. I have been appointed by the Secretary of State to be a member of the panel of inspectors to examine this application. In this introduction, I will be going through the management of today's events and introductions, and one of my colleagues will be taking notes of any actions.

00:01:24:02 - 00:01:27:07

I would now like to ask my colleagues to introduce themselves.

00:01:29:09 - 00:01:45:05

Good afternoon. My name is Joe Dowling. I am a chartered town planner and examining inspector, and I have been appointed by the Secretary of State to be the lead member of this panel. I will be leading the discussions at today's event. Hello, my name is Helena Abramsky. I'm a chartered.

00:01:45:07 - 00:01:51:10

Town planner and an examining inspector. I'll be leading the agenda item on protective provisions.

00:01:53:18 - 00:01:59:02

Good afternoon. My name is Laura Ciani. I'm a chartered town planner and an examining inspector.

00:02:00:16 - 00:02:22:24

Thank you. Together with Matt Tandy, a chartered water and environmental manager and civil engineer, we constitute the Examining Authority, or Exa, for this examination. I can confirm that all members of the examining authority have made a formal declaration of interests, and that there are no known conflicts of interest with regard to us examining this application.

00:02:24:18 - 00:02:59:05

You will have all spoken to Mrs. Hopewell, who is our case manager in the joining conference. I would also like to mention Mr. Burney, who is the case officer for this project. Together they are the case team. They are. There are also colleagues from the Planning Inspectorate with us today, and technicians from CVS who are attending solely for the purpose of managing the recording and live streaming of the hearing. If you have any questions regarding the application process in general, could I ask that you please email the case team? Who will be happy to help?

00:03:01:21 - 00:03:32:07

This meeting is being held on the Microsoft Teams platform and is being live streamed. Participants should not use the chat function as it is not being monitored today. Should you wish to make a comment, please switch your camera on and use the Microsoft Teams Hand up function and please wait to be invited to speak. If you participate in the meeting, it is important that you understand that you will be recorded and live streamed and that the digital recording will be published.

00:03:32:24 - 00:04:04:16

If you do not want your image to be recorded, you can switch off your camera. The planning Inspectorate's practice is to retain recordings for five years from the Secretary of State's decision on the Development Consent Order, to avoid the need to edit the digital recordings, we would ask that you try your best not to add information to the public record that you wish to be kept private and confidential. If you feel that personal information is necessary, please provide this in a written document that we can redact before publication.

00:04:06:00 - 00:04:18:13

No requests have been made for any special measures or arrangements to enable participation at this hearing, but I would like to just confirm that this is correct. I cannot see any hands up.

00:04:20:19 - 00:04:48:01

If at any point in the meeting you can't hear us or wish to speak. Can I ask that you turn your camera on if it is turned off, and use the range raised hand function in teams? There may be some times it may be a delay before we can acknowledge this. The information contained in your joining instructions includes what to do if you should lose your connection, and we are able to adjourn for a short period if there are any more significant connection problems.

00:04:49:14 - 00:05:22:08

We will adjourn for a short break at a convenient point, usually no more than every half an hour or so. If for medical or other reasons anyone requires a break at a specific time, please could you let the case team know and we can hopefully adjust the program to meet your needs for the purpose of identification and for the benefit of those who may listen to the digital recording later. Could I ask it at every point in which you speak? Please give your name. And if you are representing an organization or individual who it is that you represent?

00:05:23:22 - 00:05:29:24

Does anybody have any questions or concerns about the technology or the general management of today's events?

00:05:31:20 - 00:05:33:06

I cannot see any hands up.

00:05:35:06 - 00:05:47:04

Today's compulsory acquisition hearing is being held at the request of the examining authority, who wish to explore a number of matters orally in respect of the compulsory acquisition and temporary possession.

00:05:49:15 - 00:06:17:24

Bill Rule 14 two of the examination procedure rules requires that at the start of the hearing, the examining authority shall identify matters to be considered at the hearing. These are set out in the agenda for this hearing, which was published on the 28th of March 2025 and can be found in the examination library at EV 7001. For the sake of expediency, I do not propose to read out all the separate agenda items now.

00:06:19:14 - 00:06:49:20

Please note that today's agenda is for guidance only. We may choose to move agenda items around the agenda and add other issues for consideration as we progress. If we need to take any short breaks, then you can stay logged into teams throughout the break, but please ensure you switch your cameras off and mute your microphones. If you do lose connection. Use the same link that you use to log on this afternoon, and the case team will endeavour to reconnect you as soon as possible.

00:06:51:15 - 00:07:27:07

Finally, it is important that we get the right answers to the questions that Miss Dowling and Miss Abramsky are going to ask. At this stage, it is worth reminding everyone that this is a predominantly written process. Therefore, if you cannot answer the questions that are being asked or require time to get the information requested, then rather than giving a restricted or potentially incorrect answer, please can you indicate that you need to respond in writing? We can then defer the response to an action point to be submitted at deadline, for which is the 25th of April, 2025.

00:07:28:24 - 00:07:36:17

So before we move on, are there any questions at this stage about the procedural side of today's hearing or the agenda?

00:07:38:10 - 00:07:39:22

I cannot see any hands up.

00:07:42:22 - 00:08:19:05

The case team had provided me with a list of those interested and other parties who have expressed a wish to be heard today. Those persons are people representing the following organizations. The applicant's Network Rail Infrastructure Limited, Billingham Estates and the Lost Trustees, Auburn Wise Limited and Auburn Wise Synergy and East Yorkshire Concrete Limited. Mark Newburn and Mr. James Newburn. Before I ask people to introduce themselves, can I check that I haven't inadvertently missed anyone off this list of participants?

00:08:21:10 - 00:08:54:04

I cannot see any hands up. I'm going to now ask those of you who are participating in today's hearing to introduce yourselves to the examining authority and the people who are watching the live stream of this event. When you introduce yourself, please include how you would like to be referred to. For example. Doctor. Mrs.. Mrs.. Mr.. Etc. and if you are representing someone who it is that you represent. I'm going to start by asking Mr.

00:08:54:06 - 00:08:56:06

Boswell to introduce the applicant's team.

00:08:59:11 - 00:09:25:12

Thank you madam. My name is Julian Boswell, Mr. Julian Boswell. I'm a solicitor and partner with Burgess Salmon LLP. We are representing the applicant in this matter. In this matter, I'm going to ask the people at the table, starting on my right to introduce themselves. If it's possible that 1 or 2 other people will come forward, depending on how the question goes, and I suggest they can introduce themselves at that time.

00:09:27:18 - 00:09:28:08

Hello.

00:09:28:10 - 00:09:29:24

My name is Georgina Hurley.

00:09:30:06 - 00:09:32:22

I'm a surveyor at Alcorn representing.

00:09:34:18 - 00:09:46:13

My name is Leticia. I'm a solicitor representing Mr. The Cashman Land Transaction Manager, acting on behalf of the applicants.

00:09:48:12 - 00:09:51:21

James. Mr. Burgess representing the applicants.

00:09:55:10 - 00:09:56:04

Thank you.

00:09:57:17 - 00:10:03:22

I'm now going to ask the representative for Willingham Estates and the Lost Trustees to introduce himself.

00:10:07:22 - 00:10:21:12

Michael Glover from Michael Glover LLP, chartered surveyors of Beverley, East Yorkshire. I'm agent for Ripley Mistakes Limited and the lost trustees. Mr. Michael Glover or Michael Glover is fine

00:10:23:01 - 00:10:23:19

thank you.

00:10:24:13 - 00:10:29:17

I'm now going to ask the representatives for Network Rail Infrastructure Limited to introduce themselves.

00:10:32:04 - 00:10:38:09

Hi, I'm Rohini Vicari. I'm an associate and I'll be representing the legal representative for Network Rail Infrastructure Limited.

00:10:40:04 - 00:10:40:24

Thank you.

00:10:42:15 - 00:10:49:04

If the representatives for Alban Wise Limited and Alban Wise Synergy would now like to introduce themselves, please.

00:10:51:10 - 00:10:58:09

Good afternoon. I'm Tom Watson from. I'm a land agent representing Alban Wise and Alban Wise. Synergy.

00:11:00:09 - 00:11:09:01

Afternoon. I'm Chris Banks. Mr. banks is fine. I'm a renewable development manager with Alban Wise synergy, but equally representing Alban Wise Limited.

00:11:11:02 - 00:11:11:21

Thank you.

00:11:13:13 - 00:11:22:00

Finally, can I ask the representative for East Yorkshire Concrete Limited, Mark Newburn and Mr. James Newburn, to introduce themselves.

00:11:24:17 - 00:11:38:11

Good afternoon. I'm Oliver stone's Mr. Oliver Stone's of AFP consultants. I'm a chartered surveyor. I'm representing East Yorkshire Concrete Products Limited. Mark Wilson Newburn and James Newburn. Thank you.

00:11:40:03 - 00:11:40:22

Thank you.

00:11:42:23 - 00:11:47:20

Can I just check that? We have now heard from everyone who wishes to participate in today's hearing?

00:11:51:16 - 00:11:54:12

I believe we have. Ah, there are no hands up.

00:11:57:19 - 00:12:04:24

Thank you. I'm now going to pass over to Miss Dowling to lead on the first item of the main items of the agenda.

00:12:06:14 - 00:12:08:01

Thank you very much, Mrs. Bello.

00:12:08:20 - 00:12:10:17

Um, there are a number of key documents which are.

00:12:10:19 - 00:12:11:09

Going to.

00:12:11:11 - 00:12:46:01

Be referred to throughout this afternoon's hearing. And to prevent things becoming repetitive and save time. I'm just going to set these out in detail now, along with the relevant examining examination, library reference and how I will refer to them in discussions. I then don't intend to keep repeating the exam library reference, unless I'm referring to a different version of the document, or introduce a new document. The version of the draft development Consent order I will use was that that was submitted by the applicant at deadline three, which has the exam library reference rep 3/-004 going forward.

00:12:46:03 - 00:13:04:13

So I will refer to this as the draft DCO. The version of the explanatory memorandum I will use is that which was submitted by the applicants at deadline three. It can be found in the examination library at 3-006. Going forward, I will refer to this as the Explanatory Memorandum.

00:13:06:02 - 00:13:40:19

The Book of Reference is the version that was submitted by the applicant at deadline two, which can be found in the examination library at rep 2-006. Going forward, I will refer to this as the book of reference. The applicant has also provided a land rights tracker, which was submitted at deadline three, which has the examination library referenced. Rep 3-015. I will refer to this document as the Land Rights Tracker. All of these are quite large documents, which are quite text heavy and do not lend themselves to being shared on the screen.

00:13:40:21 - 00:13:56:16

So it be useful to have for you to have independent access to them. While I will try and minimise the use of abbreviations, I may occasionally lapse. And so when I say CA, I mean compulsory acquisition and TP means temporary possession.

00:13:58:12 - 00:14:09:04

So if I don't have any questions with regards to the general introductions, I'm now going to move on to item two of the agenda, which is section one, two two and 123 of the Planning Act 2008.

00:14:11:05 - 00:14:43:04

So the purpose of today is not to hear detailed discussions on individual plots as this, as at this stage, we would expect the applicants to be attempting to resolve any differences outside of the examination. Where we have not received a representation, we are assuming that there is no objections to the acquisition of the land. The examining authority are aware from the relevant representations. There are a number of specific plots where there are outstanding concerns. A number of these are from statutory undertakers and we will deal with those under the next agenda item.

00:14:44:01 - 00:15:16:00

So the affected persons with concerns are open, wise, limited risk B estate and open wide synergy limited network rail loss trustees and the rippling of estates is Yorkshire Concrete Products Limited and Mr. Alexander Douglas Robinson and JL Whittington and but farm camping, caravanning and glamping sites. I'm now going to seek an update on each of these, so I'm going to start with open wise and open wise synergy limited.

00:15:16:21 - 00:15:33:18

We received a relevant rep RR 001 from Open Wise limited and RR oh two from Open Wise Synergy Limited objecting to the compulsory acquisition of land. Firstly, can I just check with Mr. Watson that they are happy for us to consider the submission together.

00:15:35:04 - 00:15:38:11

I can confirm I'm happy for it to be considered together. Yeah.

00:15:38:16 - 00:16:22:10

Thank you. So, according to the book of reference, do you have an interest in 59 plots? And according to the relevant representation, you have some specific concerns. These include an uncertainty as to why the land requested is needed, where you've sought to ask for a justification. You have an objection to the splitting of the cable route work number 32 B across Twin Pass, as is a concern that it increases the amount of land needed and reduces the amount of land available for your farming interests. You're concerned about some of the shapes and severance, and that this might cause disruption and costs, and you're concerned about the maximum being a maximum amount of land being sought for when only one offshore wind farm may be built.

00:16:22:12 - 00:16:34:07

So, for example, all of the land might not be required. You have a concern about cumulative impacts to tenants from there. This combined with other schemes, for example, Hornsea Four and the Burke Hill substation.

00:16:36:08 - 00:17:11:23

You've got concern about impact on farming operations, country suicide, country stewardship schemes and an impact on soil and crop yields through compaction and contamination. A concern about impact on drainage systems and a concern about impact on crop growing. And you also disagree with the agricultural land classification grading. And I note that some of these concerns in relation to land use. And so just to advise you, those matters with regards to land use will be considered at issue specific hearing for which is on Wednesday.

00:17:12:00 - 00:17:43:22

And I can see that you are down to attend that hearing as well. So today the discussions need to focus upon the compulsory acquisition, and I realise that there may be some overlap between the two. But if we can focus on the compulsory acquisition side of things and things like the agricultural land classification concerns, if we If you can deal with those in the in the relevant part in the relevant hearing, where the applicant will have the relevant specialist available. I ask you just to bear that in mind. So I note that the applicants responded to the concerns that you raised in your relevant reps at PD.

00:17:44:06 - 00:18:14:20

Oh 13 and it also note that you responded at deadline one rep 168 and rep 169, where you confirm that while discussions regarding a voluntary agreement have continued, a binding agreement has not been completed and therefore you continue to continue to object. But if the applicant's assurances and proposed mitigation has become legally, legally binding, that you may then be in a position to withdraw your objections. Um, can I just ask, first of all, Mr.

00:18:14:22 - 00:18:20:13

Watson, if that is a sort of summary of where we currently are with regards to the concerns that you've raised?

00:18:21:08 - 00:18:24:07

Yes, I think that summarizes matters. Yeah.

00:18:26:12 - 00:18:44:04

Can I also just this is a question for the applicant. I recognize that this is an area that's been affected by the change request for the onshore substation zone. So can you just let me know how it might affect open wise? So for example, does it reduce the number of plots or change the rights being sought? It's a question for Mr. Boswell.

00:18:47:17 - 00:18:57:05

Impossible for the applicant. Before I respond to that one, probably likely. But, um, the

00:18:58:19 - 00:19:30:24

we have been expecting to give you an update because it indicated that you wanted an update. So just to let you know that we have a sort of an overarching update of where we got to with numbers of signatures just to bring the position completely, um, up to today. And then we have, um, a, a brief, uh, commentary On each of the outstanding landowners. So I appreciate that you've indicated, madam, that there are only some that you want to talk about.

00:19:31:09 - 00:19:32:07

Just to let you.

00:19:32:12 - 00:20:07:00

So I can I can just cut across you there. You're just jumping slightly ahead. Um, I will be asking you for a general update with regards to all of the other agreements, but I decided it was polite to deal with the people who've actually turned up first so that we could hear from them, and that they didn't need to be detained for the whole of the hearing necessarily. So that's why I've decided to take the items in the way that I have. So that's why I'm dealing with a specific concerns, where people have specifically raised a concern with regards to the Ka of their or the TP of their land, and they've turned up today to voice those concerns and have a discussion about them.

00:20:07:05 - 00:20:25:01

So if I could ask you, first of all, just to concentrate on the match in hand, which is open wise and open wise synergy limited and just advised me, the question that I asked was, has the change request

affected the plots that are being sought that have the ownership of open wise and all my synergy limited.

00:20:44:14 - 00:20:52:16

On behalf of the applicant. The change application changed the rights required, but not the extent of the land required.

00:20:55:18 - 00:21:13:00

Thank you. So the land rights track is submitted at deadline. Three states that heads of terms. Negotiations are ongoing, with final heads of terms circulated and expected to be signed by the end of March. Can I just check? Has that happened, Mr. Watson?

00:21:14:00 - 00:21:50:09

Uh, no. As yet, it hasn't happened. Um, we have received a revised set of heads of terms, which we have duly made amendments and sent back to RWA and their agents, Delco McLaren, um, to which they have sent a further amendments back last week, and they do now sit with us, um, for further clarification and, uh, queries on certain matters. So, you know, we are still talking and very much hoping that we can get a voluntary agreement in place, uh, on the scheme.

00:21:52:04 - 00:21:56:04

And can you give me a potentially an indicative timescale of

00:21:58:02 - 00:22:03:01

when that will be happening? So at the moment it's with you to send back to the applicants.

00:22:04:06 - 00:22:26:18

Yeah, we received it last week. And um, we've forwarded it on to Mills and Reeves, who are who are our clients, legal advisers for commentary on a couple of points, and I'm hoping that we shall have something back to, um, RWA or their agents during the course of this week. Um, and and go from there.

00:22:32:14 - 00:22:33:04

And

00:22:34:18 - 00:22:50:07

I notice this is a question for, um, possibly both the applicants and yourself, Mr. Watson. I noticed that the land rights tracker then states it will be with solicitors instructed thereafter. Could you just explain what you mean by that?

00:22:51:22 - 00:23:22:12

So obviously we're agreeing heads of terms for a voluntary arrangements with regards to RWA having rights over my client's land. And without going into the financial details, the agreement that we're hoping to have in place will obviously then go into the solicitors to agree on the form, agree a form of option, um, to then take those rights upon the planning, consent and entry into the land. So we're hoping to do a voluntary commercial deal, which, you know, with respect, the commercial terms are pretty much agreed.

00:23:22:14 - 00:23:32:02

There's just various legal issues and certain rights and and other matters that we do still have certain debate on in terms of terms.

00:23:34:08 - 00:23:42:23

Thank you. And do you envisage that that will be completed before the close examination, which for your benefit is, if you can't remember, is the 14th of July?

00:23:43:21 - 00:23:53:20

I would very much hope so. But it will all boil down to whether we are willing to agree to our proposed terms and and, but I would very much hope that we can.

00:23:56:20 - 00:23:59:06

Mr. Boswell, is there anything you would like to add to that?

00:24:05:14 - 00:24:21:07

Just really to confirm that that we are that we think we're close to signing the heads of terms, they are non-binding. They then tee up the proper, as it were, Legal process of moving from that to a binding option. And as Mr. Watson says,

00:24:22:20 - 00:24:46:11

it implies there's always a fair amount of sort of process and detail to resolve at that stage. Um, and yes, it would be great if we could sign that back at the end of the examination. Um, but making two firm predictions on these matters is a little bit unwise, and you can just sort of smile to indicate that you've been here before, as have we.

00:24:48:07 - 00:25:06:10

Um, okay. So at what point would we potentially? Again, I'm just looking forward to the writing of the report. And so obviously at the moment we have an outstanding objection to the sea of land. Would we be getting a letter potentially withdrawing that objection? So this is a question, I suppose, for Mr. Watson.

00:25:07:20 - 00:25:33:04

I think as soon as the option agreement is, signed and completed. Um, and without going into too much detail of how the deal we're proposing in terms of how it's structured is, is finalized and signed up. Then my recommendation to my client would be that we obviously take out any objections and, and, um, and and proceed forward.

00:25:35:21 - 00:25:51:18

Thank you. And I just want to ask Mr. Watson and Banks, Mr. banks, um, if there's anything further you wish to raise specifically in relation to compulsory acquisition, noting that obviously, as I mentioned earlier, concerns regarding land use will be considered at issue specific hearing for on Wednesday.

00:25:54:19 - 00:26:00:21

First, thanks. Robin was in synergy. Uh, no, I have nothing further to add, but second, or the comments raised by Mr. Watson.

00:26:02:16 - 00:26:03:06

Uh.

00:26:04:02 - 00:26:07:11

Thank you very much, Mr. Boswell. Is there anything else you want to mention on this matter?

00:26:09:19 - 00:26:21:04

No. Let me just give you a general comfort that we've been having a very constructive and productive engagement with, with Aubin Wise. I hope they will agree.

00:26:21:23 - 00:26:54:19

Thank you very much. Just for Mr. Banks, Mr. Watson's benefit. Um, just to advise you, on Wednesday, the, um, agenda currently shows that land use would be the matter dealt with first. But following a request from the applicant, um, in relation to the availability of one of their advisers, it's actually going to be taken later on in the day, uh, probably towards the end of the session and definitely after 4:00. So just so that you're not inconvenienced waiting around the whole day.

00:26:54:22 - 00:27:00:21

Uh, given your here today, I just thought I'd let you know that because I know you are down to come to that hearing. Is that okay?

00:27:01:08 - 00:27:02:19

Thank you. Thank you. Thank you.

00:27:03:02 - 00:27:37:12

That's no problem. So just to let Mr. Banks and Mr.. What. No. Thank you very much for your attendance today. It's been really useful to hear that update. You are more than welcome to stay and listen to the rest of the hearing, but equally, if you have other things to do, you are more than welcome to leave the hearing if you want to at this point. Thank you. If I can now move to, uh, Network Rail. Um, just to clarify, in this section, we are considering the plots where the applicants are seeking to acquire a rights in the land or temporary possession. The concerns regarding protected provisions will be dealt with under the next agenda item.

00:27:38:05 - 00:28:12:16

So as far as I'm aware, there's seven plots where Network Rail have an interest and the applicant is seeking acquisition of rights in four of them and the temporary possession of three of them in your relevant representation, which is RR ten. Uh, Network Rail considered that there was no compelling case in the public interest for the compulsory acquisition of rights over its land, and the applicant should negotiate matters by private agreement to secure the necessary powers by consent, and the applicants did respond to this in PDA.

00:28:12:21 - 00:28:20:12

Oh 13. Can I just confirm with Network Rail whether they've seen that response, because we haven't had a written response to it?

00:28:21:24 - 00:28:23:09

Um, I don't believe.

00:28:23:11 - 00:28:28:18

We have, but we can provide a response to it following this, um, hearing if that would be of use.

00:28:29:09 - 00:29:06:20

I think it might be worthwhile just having a look at it. And if you think it's worthwhile, um, at responding on it, then please do submit something. Deadline for equally, if matters have moved on significantly since then and subject to the discussions today, and it's therefore not worthwhile responding to that response. Then you don't need to do that. So the land rights tracker at deadline three states that heads of term negotiations are ongoing. There's been a drafting of an option agreement and a deed of grant ongoing, and the applicant continues to seek reasonable terms and wording with deed of Grant to allow the delivery of the project through a voluntary agreement.

00:29:07:10 - 00:29:36:22

Um. Land. Right. Tracker notes that the commercial position is agreed with key issues outstanding being unfettered rights of termination of the easement by Network Rail, and specific drafting introduced into the deed of Grant. Um, Network Rail, in your response at deadline three, which is Rep 361, you say that there are a few points left to agree with regard to the property agreement. Can I just ask for an update on this matter? Where are we with regards to agreeing the property agreement?

00:29:38:08 - 00:30:01:13

Yeah. So, um, my colleague has been dealing with the property agreement, and the update I have is there's still a couple of outstanding, um, points in terms of the property agreement, but it is moving forward between both parties. Um, I would like to say I would hope by the end of examination it would be entered into. Um, I think they're points that can be sort of ironed out.

00:30:03:07 - 00:30:06:00

But again, we can provide a further update at deadline for.

00:30:08:15 - 00:30:17:11

Thank you. That would be helpful. Um, if I can ask Mr. Boswell, uh, for an update with regards to the applicant's position on this.

00:30:22:07 - 00:30:22:22

Um.

00:30:23:21 - 00:30:32:11

On behalf of the applicant. The heads of terms were agreed in August 2024 for a voluntary agreement. Um, there are a few key outstanding.

00:30:32:17 - 00:30:33:07

Um.

00:30:33:09 - 00:30:39:12

Issues, such as unfettered rights and termination of the easement. Um, however, the applicant is hopeful.

00:30:39:14 - 00:30:40:04

That.

00:30:40:06 - 00:30:42:21

These matters will conclude prior to the end of examination.

00:30:46:01 - 00:31:12:11

Thank you. Um, again, if I can ask you to keep working on this. And again, you know, obviously the first, uh, layer with regards to any kind of acquisition of land is to try and obtain that land voluntarily, uh, compulsory acquisition being the backstop, if that's not achievable. So if I can, uh, ask you to continue to work together on this. And I think you both indicated that the aspiration is that this would be resolved before the close of the examination. Is that correct?

00:31:12:17 - 00:31:13:12

Correct. Yeah.

00:31:14:07 - 00:31:25:13

Okay. Is there anything else just with regards to the land acquisition, I know you've got concerns about protective provisions, but we'll obviously deal with that on the next agenda item. So anything with regards to land acquisition that you want to raise Network Rail.

00:31:25:24 - 00:31:29:04

And know it would all relate to protective provisions. Thank you.

00:31:31:09 - 00:32:02:06

So if I can now, uh, move on to rippling home estates and loss trustees, um, at deadline one, Mr. Glover sends a number of documents, including Rep 183, which is a letter of interest from Gladman Developments Limited regarding plot 17 oh 11. Written summaries of the oral submissions made at compulsory acquisition hearing one, which is Rep 185, and a response to supplementary agenda items, which was Rep 184, All in rep 184.

00:32:02:08 - 00:32:33:21

You set out a concern that the examining authority may have misunderstood their earlier representations, and that your concerns in relation to the was in relation to the conduct of the applicants, and not compensation in general. The issue is that the applicant's agents are maintaining that the land on the urban fringe, without planning consent is not worth more than land in open countryside, and as a result, it has been impossible, in your opinion, to progress with a voluntary agreement. Compulsory acquisition, as I've just mentioned, is a last resort.

00:32:33:23 - 00:32:39:14

But consider that the applicants are showing contempt for this by the virtue of the arguments that they are advancing

00:32:41:11 - 00:33:28:06

at deadline two. The applicants responded, which was rep two oh 58 at 2.8. In that submission, where you recognise that the key outstanding issue is future development value and the applicants accept both sites have development potential, and sent Mr. Glover a development clause to be included in the option and the deed of Grant, allowing for the loss of development value to be recovered once planning permission had been granted for an alternative use. And I note that this is currently being discussed, and that you have used a similar clause with other landowners, and the applicants considered that they had been consistent in their approach to acquiring a voluntary agreement and have based their commercial offer on a pound per meter basis, unrelated to land value but reflective of the rights sought.

00:33:28:08 - 00:34:00:23

And again, that's a similar approach that they have taken on other development consent projects. And it would appear that the parties are in principle disagreement as to how and when compensation should be qualified. As I understand it, Mr. Glover, your client want enhanced land values to be paid on completion of the option and deed of Grant in speculative hope that the sites may be promoted for an alternative use of an unqualified value. And the applicants you are seeking to provide a mechanism for the actual loss to be recovered should the site secure planning permission.

00:34:02:17 - 00:34:32:21

I note from the Land Rights Tracker that the applicant's agent has been communicating with the land interest appointed agent since deadline one, on the 29th of January. On the 11th of February, the applicant's agent and the appointed agent met to discuss the outstanding matter of future development provision within the heads of terms, and following that meeting, the applicant agent sent an email on the 13th of March to clarify the points raised at the meeting. As I understand it, the applicant is still hopeful that the necessary rights can be reached through a voluntary agreement.

00:34:32:23 - 00:34:44:02

So if I can just confirm with both Mr. Glover, who's representing loss trustees and repaying him estates and the applicants, that that is a brief summary of where they're currently at. Mr. Glover?

00:34:47:09 - 00:34:51:05

Um, it's there or thereabouts, shall I say?

00:34:51:17 - 00:34:56:09

Thank you. Mr. Boswell, is that Sort of where you currently see yourself.

00:35:02:18 - 00:35:05:02

On behalf of the applicant. And the only other.

00:35:05:04 - 00:35:05:19

Thing I would.

00:35:05:21 - 00:35:06:11

Add is.

00:35:06:13 - 00:35:07:03

That, um.

00:35:07:05 - 00:35:09:01

Since then, the applicant.

00:35:09:03 - 00:35:09:18

Has.

00:35:09:20 - 00:35:10:10

Um.

00:35:10:12 - 00:35:11:02

Confirmed.

00:35:11:04 - 00:35:11:19

To.

00:35:11:21 - 00:35:12:11

Uh, Mr..

00:35:12:13 - 00:35:13:12

Glover that, uh.

00:35:13:14 - 00:35:14:15

They are willing to.

00:35:15:02 - 00:35:18:18

Uh, uh, uh, pay any.

00:35:18:20 - 00:35:19:23

Reasonable legal costs.

00:35:20:00 - 00:35:24:02

Incurred with the request for reviewing the development costs, which was offered.

00:35:30:12 - 00:35:43:14

Thank you. So I was going to ask for an update from the land rights tracker, because obviously that was submitted at deadline three, and it's just what had happened since, uh, obviously the 13th of March was the last date that we had anything, any action on this.

00:35:46:02 - 00:35:49:14

So is it with Mr. Glover currently or is it with the applicants currently.

00:35:51:11 - 00:36:01:22

On top of the applicant. We responded. The applicant responded in writing on the 1st of April 2025. So it is currently with Mr. Glover to respond.

00:36:04:06 - 00:36:08:22

Okay. Mr. Glover, is there anything else you want to comment on with regards to where currently negotiations are?

00:36:11:21 - 00:36:40:00

It's very difficult for me to comment because the last two items of correspondence have been, uh, labeled without prejudice by the applicant. So, um, way I was going to deal with this is to make a statement of where our clients are coming from on the matter. Uh, without directly addressing the without prejudice points that, um, have emerged over the past few weeks.

00:36:41:24 - 00:36:53:18

Okay, Mr. Glover, if you want to make that statement. But bearing in mind, obviously, what you've already submitted, uh, doesn't need to be repeated. So if you'd like to make a statement with bearing that in mind, I'm happy to hear what you want to say.

00:36:57:15 - 00:36:58:09

Thank you.

00:37:01:19 - 00:37:33:19

So following my appearance on the 14th January, there have been, as you say, further correspondence and the meeting with doctor McLaren limited progress has since been made. But in summary, my clients concerns that the voluntary agreement does not reflect either the financial or practical consequences of the proposed scheme in our client's land, which is immediately on the urban fringe of Beverley, which is a popular market town. We accept that compensation is not an issue for the Planning Inspectorate. It's a matter for the Upper Tribunal, but the conduct of an applicant through a development consent order is.

00:37:36:15 - 00:37:51:17

An accepted part of a compulsory purchase code that the exercise of compulsory purchase power should be a last resort, and it should be expected that a body seeking compulsory purchase power should act in responsible, fair and realistic manner to seek a voluntary agreement first and foremost.

00:37:53:08 - 00:38:23:17

I would remind the panel that we've been faced with the argument that alcohol McLaren, for a consistent period of time, is land on the urban fringe is worth no more than land out in open countryside countryside for similar sized parcels and land quality. That view has been put in writing on behalf of the applicant. I've expressed the view that this is totally at odds with the accepted valuation knowledge and experience, and in my evidence, um, submitted, I gave the blackest white analogy which had been used.

00:38:24:14 - 00:38:32:00

The proposal makes no allowance for severance, as the scheme prevents future access and services being laid over the easement strip.

00:38:36:03 - 00:39:14:13

We and our colleague McCowan, do agree that the issues here can probably be solved by a workable development clause, but because of the without prejudice nature of McLaren's recent correspondence, I will set out below the factual position of our clients. The panel may interpret these comments as they may think appropriate. Having regard to the circumstances, including the above a our clients will not pay themselves removal of the cables in the event of a villain securing development consent. Be our clients will not pay themselves for their own solicitors to appraise and comment on a development clause, particularly where one has clearly been drafted by solicitors.

00:39:15:21 - 00:39:34:16

See, our clients do not accept that having the cost of the development clause being inspected by their own solicitors should only be reimbursable conditional on entry into a voluntary agreement. The whole point of having a development clause inspected, stroke, settled by legal counsel, is to try and reach an agreement to be able to enter into a voluntary agreement.

00:39:37:03 - 00:40:09:18

Our clients will not accept a development clause which effectively allows avoidance of either removal of the cable or avoidance of addressing compensation in the event that they cannot be removed. Our clients have no problem with being under an obligation to try and resign. Development proposals that try to incorporate land uses within planning policy requirements that would allow the cables to stay in place e.g. public open space, but will not agree to a clause which allows an easement holder, the grantee, to significantly delay and frustrate the grant.

00:40:10:01 - 00:40:46:00

Grantors development proposals. We also feel that the reasonable extra cost of complying with an easement holder's requirements should be indemnified by the grantee. In the meantime, the approach previously referred to and evidenced by Gladman Developments is being progressed and they may have to be a party to any voluntary agreement as they are likely to have a legal interest in the land. Given earlier comments made by McClellan, land on the urban fringe is worth no more than similar land outin open countryside. It is pertinent to note that the last site clients had an agreement with Lebanon, which was land at Westfield Farm swampland.

00:40:46:06 - 00:41:23:20

Which was an unallocated site. Gladman secured planning permission on appeal on and we sold the site approximately 22 acres from memory on 31st October 2023 for £18,436,557. Land registry title number Ya 108668. Gladman identifies sites they think they can succeed on, and that is why the development clause is so important in this particular instance. My last letter to Declan McLaren have always been in open correspondence and that was on the 25th of March 2025.

00:41:24:15 - 00:41:50:09

The Without Prejudice response has been received on the 1st of April, 2025, and there has been some movement in terms of potentially getting this looked at by our solicitors without being bound to enter

into a voluntary agreement. But the offer is without prejudice. I intend to respond shortly, in a factual manner, appropriate in the circumstances to without prejudice correspondence, but getting across the fact.

00:41:53:12 - 00:42:03:22

That our clients are diligently, and we believe, fairly seeking a voluntary agreement. We would intend to lodge our open recent correspondence with the panel as evidence in due course.

00:42:06:01 - 00:42:09:11

That summarize our summarizes our position. Thank you.

00:42:11:24 - 00:42:38:08

Thank you very much, Mr. Glover. Um, as with last time, it would be really appreciated if you could just submit that, um, at the next deadline, which is deadline for just so we have that information on hand. Mr. Boswell, I realise that was quite a lot of information. You may want to take it away before you respond to it. Um, alternatively, if there's some comment you would like to make now in response to what Mr. Glover has just said, then please feel free to do so.

00:42:40:10 - 00:42:44:17

And most of them. Could I just have a moment to ask?

00:42:45:07 - 00:42:46:24

Yes, absolutely. That's no problem at all.

00:43:05:10 - 00:43:36:08

And, um, we don't think it's sensible to to respond sort of on the hoof. Um, in the, in the hearing now, we think it's better that the negotiation proceeds. We certainly think that we are acting reasonably and consistently and, um, uh, we would like to reach agreement. Um, and we will, uh, we're endeavouring to, to produce that result, and we will have to see how things play out.

00:43:37:01 - 00:43:42:02

And think we can, uh, respond uh, uh, in due course.

00:43:45:22 - 00:43:59:18

Thank you. Uh, so, Mr. Glover, it's, uh, particularly important, if possible, for you to submit what you've just read out to the examination so that the applicants have the opportunity to respond to you in writing on those very specific points that you've raised.

00:44:01:01 - 00:44:01:22

I will do.

00:44:02:24 - 00:44:06:14

Thank you. Is there anything else that you want to raise with regards to the negotiations?

00:44:07:09 - 00:44:19:05

No, except that we would we would like to progress on a sensible and productive basis. And we really do not want to hear further black is white arguments. Thank you.

00:44:20:12 - 00:44:30:24

I think you've made that exceptionally clear, Mr. Glover. Um, and I'm sure we would all like you to everyone to progress on a sensible basis. So is there anything else anyone wants to raise with regards to this matter?

00:44:32:16 - 00:44:34:13

Uh, not at the moment. Thank you.

00:44:34:15 - 00:44:47:20

Thank you. And again, Mr. Glover, like Aubin Wise, I'm not proposing to touch on your client's land again in this hearing. So if you want to leave, you're more than welcome to do so. Equally, you're more than welcome to stay and listen to the rest of the comments that we have to make.

00:44:48:04 - 00:44:48:20

Thank you.

00:44:49:20 - 00:45:13:04

So if one. So just do members of that one. Just one observation, if I may. Now experience it's not normal to try to conduct the negotiations through hearings. And I think Mr. Glover is is coming close to trying to do that and then to make the statements like the one he's just made, I don't think is particularly helpful. We just we're engaged in a.

00:45:15:17 - 00:45:42:23

Representative. We're professionally represented. We're engaged in commercial negotiation. It's been playing out over a period of time, as you're going to hear shortly. Um, we have an extraordinarily high success rate in terms of how we've been negotiating across this project as a whole. Um, and, uh, we think that it's in broad terms, it's plain that we are acting in a, in a reasonable manner in conducting these negotiations.

00:45:44:11 - 00:46:21:18

Thank you very much, Mr. Boswell. And I think I made it clear at the last compulsory acquisition hearing that we weren't here to hear about negotiations. Um, in detail. What we were here to hear was about progress and whether a voluntary agreement was likely to be achieved by the close of the examination. Because, as I said before, the mass compensation, a matter for the Upper Lands Tribunal, they're not a matter for the examining authority. Um, so that is noted. So moving on to East Yorkshire Concrete Projects Limited and Mr. Alexander Douglas Robinson, um, they are the owner of plots, uh, six.

00:46:21:20 - 00:46:22:10

Plots.

00:46:22:15 - 00:47:00:14

And they own the support subsoil in four plots. Um, and Mr. Robinson has the right to maintain a ditch. Um, I noticed that you're seeking the compulsory acquisition of new rights in a number of plots or plots, and the temporary possession of the remaining plots. And I note that from their representation that they own land that has been the subject of compulsory acquisition as part of the Dogger Bank Creek Offshore Wind Farm order, and they've had difficulties reaching agreement with the promoter of that scheme, and therefore have significant concerns regarding current proposals and the impact on their property interests and business immunity.

00:47:01:04 - 00:47:31:23

And they objected at a deadline one for the following reasons. There was concerns regarding cable depth and future movement of the cables and infrastructure, damage to soil quality, health and poor reinstatement of land to form agricultural condition and resultant impact on business. Length of occupation of the onshore export cable corridor, easement corridor and management of corridor corridor during the occupation of the works and provision of adequate legal legal agreements.

00:47:32:07 - 00:47:38:18

A unilateral undertaking and a deed of grant to protect the landowners interests. Interests including those set out above.

00:47:40:09 - 00:47:52:10

You. The applicants responded at deadline two with rep two oh 56 oh 57. Can I just check with the agents for this property, whether they've seen that response, and are they proposing to respond?

00:47:54:20 - 00:48:05:18

Oliver Stones. We are proposing to respond on those reps because we're not satisfied they cover the issues that we've been in discussion with the applicant's agent.

00:48:08:11 - 00:48:12:19

And when were you proposing to submit that response into the examination, Mr. Stones?

00:48:14:05 - 00:48:20:03

And the anticipation is we aim to respond by next week following today's hearing.

00:48:22:14 - 00:48:53:20

Thank you. So the land rights tracker at deadline three notes that Darklaw McLaren have been regularly corresponding with a land interests appointed agent via email and telephone to resolve the outstanding matters which has been raised, and that they had a teams meeting on the 5th of March with the appointed agent and had a productive discussion following the meeting and following the Me following that meeting on the 10th of March, they confirmed in an email to Mr. Staines that the applicant's position on the remaining outstanding land matters.

00:48:53:23 - 00:49:01:19

So can I just ask for an update as to where we are? So, Mr. Stones, does that reflect where you think you currently are in terms of your negotiations?

00:49:02:22 - 00:49:33:06

Um, in part, we did hold the teams meeting. Negotiations are currently stalled. Uh, the teams meeting was to review issues that were raised originally through the LA Group meetings, which, uh, hadn't been taken into account by the applicant or weren't considered. That remains the case. And the difficulty we now have is that, uh, these clients and other clients are to be penalized, which is in open correspondence, um, which is making it very difficult to progress.

00:49:38:12 - 00:49:40:19

Mr. Boswell, do you want to respond on that point?

00:49:55:03 - 00:50:00:05

I think just to make sure that you understand what Mr. Stone is referring to, because.

00:50:02:15 - 00:50:04:18

What's been fundamental to the way that

00:50:06:11 - 00:50:34:12

has approached the negotiations is, is, is across the board, as as that has been to provide financial incentives to signature by certain dates and where that hasn't been secured, then the incentive um, has As it's no longer available. That's what Mr. Stones is referring to. So we think we've operated that in the normal way, and it's obviously disagreeing.

00:50:38:20 - 00:50:45:12

So where are you currently at with regards to negotiations, and are they likely to be concluded before the close of the examination?

00:50:51:07 - 00:51:21:13

Georgina, on behalf of the applicant, um, due to the fact that the, uh, the uh, commercial position is, uh, unfavourable towards, uh, the land owner, uh, the applicant has confirmed that they are unwilling to engage with the applicant any further for a voluntary agreement. The applicant will still try and negotiate with the landowner to agree, um, a heads of terms for a voluntary agreement, but we feel it's unlikely that these negotiations will be concluded by the end of the examination.

00:51:24:03 - 00:51:25:24

Mr. Stones, do you want to respond?

00:51:27:02 - 00:52:12:07

Uh, yes. My response to that would be that, um, prior to the last discussion, the financial package was not the issue being discussed. The original issues that we raised through the group discussions is that this particular landowner is affected by two of the schemes, Dogger Bank and B and Hornsea Four. A voluntary agreement was reached on Hornsea Four very satisfactorily. Dogger Bank A and B, as noted in the initial representations, is subject to a unilateral undertaking which has a draft deed of grant attached to it that includes certain safeguards which are very important to the landowner in terms of the interference with the enjoyment of their land going forward.

00:52:13:00 - 00:52:42:08

And we put forward those to seek parity. Uh, they are the particular issues, but it has now been Being compounded by a change in the incentive, which I know Mr. Boswell's comment that was for a signature by a particular date, but that was negotiated as part of the overall voluntary agreement compensation package. I don't want to stray into compensation in this hearing, but it's just I think it's important that you understand the position.

00:52:43:12 - 00:53:02:23

That's fine, and I do. So you mentioned that you've have had previously had success in negotiating voluntary agreements on Dogger Bank A and B and Hornsea Four, but that so what is different this time around. Why is it not progressing. What's the what is the stumbling block.

00:53:03:14 - 00:53:54:08

There were particular safeguards that we've negotiated voluntary agreements on quantity for and the single two projects. But this particular landowner is affected by Hornsea Four, not signal two. The voluntary agreement for that project include the safeguards that we have asked the project to the applicant to consider. We will raise these issues in the hearing on Wednesday as part of land use, because they are practical issues now. If not addressed, they may manifest themselves into compensation issues in the long term, but they are easily avoided and have been dealt with satisfactorily by other applicants for very similar schemes, both under the compulsory acquisition process under Dogger Bank A and B, but also through a voluntary agreement on Hornsea Four.

00:53:58:02 - 00:54:00:12

Mr. Boswell, on your team, do you want to respond on that?

00:54:19:08 - 00:54:51:23

I'm not sure there's a great deal that we can say in that. The core point, as I'm sure you will have picked up, madam, is that, um, Mr. Stones is saying that his client is now unwilling to negotiate. So, for the record, we continue to be willing to negotiate. Um, and if we are faced with some with a landowner that refuses to negotiate, then there's not much that we can ultimately do about that. Um, just so that in case you're wondering.

00:54:54:23 - 00:55:03:00

I think the point Mr. Stones is alluding to in relation to a later hearing relates to to to cable burial debt.

00:55:04:09 - 00:55:19:00

Yes. And as I picked up for all those matters that will be dealt with at issue specific hearing for when we deal with mat on land use. Um, so yes. And I think Mr. Stones Stone's actually alluded to the fact that he was intending to raise those on Wednesday. And of that agenda item.

00:55:20:16 - 00:55:24:12

Oliver Stone. May I just respond? Sorry, just for clarification.

00:55:25:02 - 00:55:26:04

Yes, Mr. Stones.

00:55:26:21 - 00:56:00:06

Um, the only reason my client is has said that they are not negotiating at present is that the same position has been repeated by the applicant in that they will not consider these issues. They are not all, uh, land use issues. Uh, some relate to the commercial terms which the applicant is seeking to implement through the voluntary agreement, some of which will be acceptable, some of which are not, um, reflective of the other voluntary agreements which have been considered.

00:56:01:00 - 00:56:32:05

So they remain willing to consider a voluntary agreement, but they are being put to cost by receiving the same responses as we did through the, uh, league meetings. Um, this particular applicant did not sign the heads of terms because there wasn't, despite the fact that in the statement of reasons, which is document reference EP Dash 030, it states that there was common agreement on a generic set of terms.

00:56:32:07 - 00:56:54:21

There wasn't. We received a final set of terms from the applicant. And then, as Mr. Boswell had set out an incentive deadline to sign them. Our client, in the absence of engagement on their particular issues, could not sign them in good faith. However, they did instruct me to be party to that process with a view to achieving a voluntary agreement.

00:56:58:18 - 00:57:45:10

Thank you very much, Mr. Jones. Um, I would suggest that the best way forward is you've mentioned that you are going to provide a response to the, uh, submission, uh, that the applicant submitted at deadline two, which is Rep 257. And um, as with the situation, Mr. Glover. Obviously you've raised a number of very detailed concerns, and I think it's therefore unreasonable to potentially ask the applicant to respond to those in detail today. So if once we receive those, uh, received your response, setting out the response to deadline two, uh, response from the applicant and also setting out the concerns that you've raised today, if we could take as an action point for the applicant to respond to those in writing, um, having had the opportunity to consider them and to seek any advice that they need to do.

00:57:45:12 - 00:57:47:15

So, could that be a way forward for both parties?

00:57:49:01 - 00:57:49:22

It's possible.

00:57:51:10 - 00:57:52:00

Yes,

00:57:53:13 - 00:57:54:13

we're content with that.

00:57:55:11 - 00:58:00:04

Thank you, Mr. Stones. Is there anything else you want to raise with regards to compulsory acquisition today?

00:58:00:22 - 00:58:05:14

I know my, uh, we will follow the same process for my other clients. Thank you.

00:58:05:22 - 00:58:40:10

Thank you. And just again, to highlight, as I did for open wise, and just let you know. For issue specific hearing for the matter and land use, which is currently shown as item one on the agenda, will actually need to be taken later, later on in the day. Due to the availability of the applicant's specialist on that matter, so it won't be dealt with before 4:00 on Wednesday, just so that you don't spend the whole day waiting to to hear. So just so that you're forewarned on that matter, I thank you to let you know that, um, and again, as with, um, otherwise.

00:58:40:12 - 00:58:49:18

And Mr. Glover, um, I'm not intending to touch on anything else that you've raised today so that you're more than welcome to stay and listen to the rest of the hearing. But equally, if you want to leave now, you may do so.

00:58:51:13 - 00:59:28:13

So, uh, finally, in terms of outstanding objections to compulsory acquisition, we have an objection to compulsory acquisition from JL White and Sun and Book Farm caravan camping and glamping site, which is one of 54 um. They are currently the tenants of Back Farm, and it's in regards to a number of plots 18 oh ten and 18 oh 28. There's no one here in relation to that land interest today. However, I note that they are due to be on the attendance list for attending this specific hearing for on Wednesday with regard to land use.

00:59:28:24 - 00:59:45:12

Would the applicants have any objection if we therefore ask for an update on progress with regards to those plots at that hearing, as part of that agenda item, when there will be a representative available from, uh, that land address to provide further detail from the objectors principle.

00:59:50:22 - 00:59:54:06

I just want to check who's who's available.

00:59:58:15 - 01:00:02:01

And most of that instructed that that's that's acceptable to us.

01:00:02:15 - 01:00:14:07

Thank you. Equally, if they're not available, if you could just get some kind of response now as to provide yourself with a briefing about where you are with regards to negotiations, so that obviously we can have just some kind of discussion and some kind of update at that point.

01:00:15:10 - 01:00:21:11

So that's helpful. But yes, we can we can certainly provide it on the day as well. Okay.

01:00:21:21 - 01:00:48:04

Thank you. I just think it's fair, given they are turning up to another hearing that gives me the opportunity just to comment. So finally, can I just ask the applicants to provide an update with regards

to their progress with regards to securing voluntary agreements for the remaining plots of land, where we have not received an objection to compulsory acquisition or temporary temporary possession. How these are progressing and whether they are likely to be successfully concluded before the close of the examination. So, Mr. Boswell, now is your moment.

01:00:49:17 - 01:00:59:09

Going to be me doing the impossible for the applicant? How long are you imagining we're going to be just so that we can roughly try to hit your expectation?

01:00:59:13 - 01:01:20:16

I always prefer brevity, wherever it's possible, but I'm obviously I'd like to know exactly what's happening with those plots. So, all joking aside, if you could just give me an update as to where you are with regards to those, because obviously we do need to report on them to the Secretary of State, but because they haven't objected, we're assuming they don't have any issues with the objection. It's just whether or not you've managed to progress with voluntary agreements.

01:01:21:19 - 01:01:27:10

Okay. I will ask this fairly to take you through the summary that she's prepared.

01:01:29:15 - 01:01:46:17

On behalf of the applicant, I have a number of different summaries. The first relating to Bishop Burton College. The applicants have entered into a revised commercial offer for the rights required for the access track. Bishop Burton Bishop Burton on the 14th of March, 2025.

01:01:47:15 - 01:01:48:05

I.

01:01:51:07 - 01:01:56:14

Was hoping to start with the overview because just I think it helps that you've got the helicopter view.

01:01:57:06 - 01:02:16:18

I'm actually just interested in the helicopter view. And if you want to actually then provide the detail As a submission post. A post submission, that would be absolutely fine. So I'm just generally interested to know, you know, are things moving apace and most agreements sorted? Um, I don't actually need to know each individual plot detail.

01:02:18:23 - 01:02:54:20

On behalf of the applicant. Um, the applicant has 45 landowners impacted on a cable corridor substation zone, an onward cable corridor on this project. At this stage, the applicant has concluded negotiations on heads of terms with 37 of these landowners at 82%. Out of these landowners, 26 of them, 58% have at this stage agreed to the option and easement agreement and the applicant expects these agreements will be concluded in the next coming weeks. 11 remaining parties agreed heads of terms are currently in the legal process at the moment.

01:02:55:01 - 01:03:15:12

Terribly sorry to cut across you. I've just been advised that the live stream doesn't appear to have stopped and we're just looking into it. Just bear with us one moment. Just say, for the benefit of people watching, they get all of this information. I don't want them to miss out. Um, so just bear with me. Um, I'm just going to talk to Mrs. Hopewell as to what's happening.

01:03:25:16 - 01:03:49:21

I'm so sorry to cut you off in the middle of your prime, but I think, um, given that we've lost the live stream currently, it wouldn't be fair to continue. So I'm just going to suggest that we take a brief adjournment for ten minutes. Um, just to, uh, to try and get that back up and running so that people who are watching, uh, are able to continue with watching what's happening. Um, do you have any problem with that possible.

01:03:50:11 - 01:03:54:13

Attempt to say that we think the live stream is working from where we are, I'm told.

01:03:54:15 - 01:04:00:07

Oh, okay. Uh, then just bear with us again for a couple more minutes and we'll just see if we need to adjourn.

01:04:04:19 - 01:04:06:24

I've just been advised that they

01:04:08:16 - 01:04:19:10

missed. They caught the end of, uh, Mr. Stone's, um, submissions, but obviously didn't hear about the but form. So that's where the live stream was lost.

01:04:24:14 - 01:04:52:18

Yeah. No, unfortunately, it's still down. Um, I've been advised, uh, with our checks on this end. Um, so I am going to, uh, suggest that we take a break. So the time is 1604, and I'm going to suggest, just let me check with CVS as to how long I think it might take to resolve ten minutes. Okay. So we're going to come back at. Well, we'll make it 4:15 if that's okay. So we're just going to adjourn. And then we'll come back to that to finishing off that briefing if that's okay. Thank you.