



Planning Inspectorate
Arolygiaeth Gynllunio

Hearing Transcript

Project:	Rosefield Solar Farm
Hearing:	Recording of compulsory acquisition hearing 2 (CAH 2) - Part 1
Date:	09 July 2026

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

FULL TRANSCRIPT (with timecode)

00:00:13:14 - 00:00:46:18

Good morning. It's now 930 in time for this hearing. To begin, I'd like to welcome you all to compulsory acquisition. Hearing two for the Rose field solar farm projects. Can I just confirm that everybody can hear me clearly. Thank you. Can I also confirm that the live stream and recording is commenced? Thank you. My name is Mark James. I've been appointed by the Secretary of State as an examining inspector on the panel to examine this application. I'm going to ask the other member of the panel to introduce themselves.

00:00:48:11 - 00:00:49:00

Good morning.

00:00:49:02 - 00:00:55:22

My name is Richard Morgan. I've been appointed by the Secretary of State to be the lead member of the panel to examine this application.

00:00:56:14 - 00:01:43:07

Thank you. Together, we constitute the examining authority for this application. I'd also like to introduce the members of the Planning Inspectorate case team who are supporting us today. You may already have spoken with them. We have Rebecca Luxton, the case manager for the project, and Going Rigby here in the venue, along with Melissa Whitlock, who is dealing with the online side. The case team will be able to answer any questions you may have about today's events and the process in general. Now to deal with a few housekeeping matters for those attending in person, I can everyone please ensure their devices and phones are set to silence and the toilets are in the corridor just outside the room here and we aren't expecting a fire drill, so if the fire alarm does go off, please follow the fire exits out of the building.

00:01:45:05 - 00:01:59:04

This meeting will follow the agenda published on the National Infrastructure Planning website on 30th June. And that examination library reference every ten 001. Can the applicant please display a copy of this on the screen.

00:02:05:03 - 00:02:37:09

Thank you. The generous of grants only. And we may add other considerations or issues as we progress. Today's hearing is being undertaken in a hybrid way, meaning some of you present are in the venue and some of you may also be joining us virtually using Microsoft Teams. A recording of today's hearing will move out, available on the National Infrastructure Planning website as soon as possible after this hearing is finished. With this in mind, please ensure you speak clearly into the microphone stating your name and who you represent each time before you speak.

00:02:37:23 - 00:03:06:02

If you're not at the table with a microphone, there is a roving microphone. So please wait for one of these to be brought to you before you speak. A link to the Planning Inspectorate notice was provided

in the notification for this hearing. We assume that everybody here today has read this and is familiar with the process in terms of how we manage personal data in accordance with the principle set out in data protection laws. Please speak to Rebecca Luxton if you have any questions about this.

00:03:08:03 - 00:03:31:26

In terms of the proceedings, we'll aim to conclude the hearing today by around lunchtime, 1230, with a short break around mid-morning. In terms of any action points, as with the previous hearings this week, and again, we asked the applicant if the record of action points they will check through at the close of the hearing, and will work on the assumption that all action points are to be addressed by deadline five unless agreed otherwise.

00:03:35:07 - 00:04:07:12

Just a few words on the purpose of the hearing. The application before us includes a request to authorize the compulsory acquisition of land or rights over land. And this hearing is for the examining authority to receive updates on this status and negotiations with the affected persons, including statutory undertakers, And also to hear those persons in terms of how they may be factored in terms of compulsory acquisition, temporary possession, um, if they wish to speak in terms of reductions, introductions.

00:04:07:19 - 00:04:13:15

Am I going to ask the applicants team to introduce itself, please, Mr. Griffiths?

00:04:16:10 - 00:04:42:12

Good morning sir. My name is Richard Griffiths, solicitor at law firm Prince Masons LLP. I'm joined, um, for this agenda item to my right by my colleague Elizabeth Sandbach, who's an associate of Prince Masons and also the applicant's, um, land manager, James Dewi from, um, who's dear uh, uh, who will speak on, um, where negotiations are with land agents.

00:04:43:19 - 00:04:51:29

Thank you. I believe we may also have a representative from Buckinghamshire Council, Mr. Gazelka. Are you online today? Good morning.

00:04:52:01 - 00:05:01:05

Sir. Hopefully you can hear me. Daniel Gazelka, um, representing the council today. Um, I'm. I'm attending on my own currently. Thank you. Sir.

00:05:01:18 - 00:05:03:05

I can hear you clearly. Thank you.

00:05:05:15 - 00:05:22:28

I'm now going to ask those affected persons who have given notice of their intention to speak today, to introduce themselves. Please confirm your name, who you represent, and provide a brief summary of your interest in the lands that will be affected by the proposed developments. And start with Preston Farms, Mr. Burton.

00:05:25:04 - 00:06:00:15

Good morning sir. Can you hear me via this? I can, great. I'm so used to the the pop star hand mic. Um, this is revelation. James Burton, sir, of Council of 13 and Essex Chambers, instructed by Richard Buxton, solicitors, on behalf of Preston Farms Limited and um as um well, almost as yesterday Mr. James Preston of Preston Farms and indeed also of TCS Biosciences. And Miss Emily Utley, who I think is of HTC's Bioscience is only.

00:06:00:17 - 00:06:12:24

But um, uh, brother and sister just, just just so you understand. Um, on the table with me. So, um, I think that's, uh. So thank you, sir.

00:06:13:05 - 00:06:17:25

Thank you. And do we have Mrs. Claridge?

00:06:19:29 - 00:06:20:26

Online?

00:06:21:18 - 00:06:26:03

Yes. Pauline Claridge of and F.J. Claridge and Old Hill Farm is in attendance.

00:06:26:23 - 00:06:32:08

Thank you. And do we have a representative for Mr. Ives?

00:06:40:19 - 00:06:49:29

To pay his notes. I shall move on. Um, do we have representatives for National Grid's electricity transmission online, please.

00:06:51:10 - 00:07:29:04

Yes. Good morning. This is Juliette Clark for National grid electricity transmission. Um, and I have existing interests inland which are affected by the proposals. Um, we're in advanced stage of discussions of protective provisions and an agreement and hope to reach agreement on those points. There's also proposals to develop a further project, part of the great grid upgrade, um, in the vicinity. Um, and the design is in progress. Um, there are land interests that, um, the where there is an interface of these proposals and, and gets proposals.

00:07:29:06 - 00:07:33:12

And again, we're in discussions with the applicant on this.

00:07:34:04 - 00:07:34:28

Thank you.

00:07:37:16 - 00:07:42:16

And do we have a representative from Stack Craft. Jenny Thompson on the line please.

00:07:43:16 - 00:07:51:16

Yes. Good morning sir. Um I'm here on behalf of statecraft UK. We have an option agreement for lease for development within the order limits.

00:07:53:03 - 00:07:53:28

Thank you.

00:07:55:14 - 00:08:00:28

Do we have any of the affected persons? That's persons with an interest in the land who wishes to speak today.

00:08:05:01 - 00:08:09:26

I can see no hands. And is there anybody else who wishes to speak today?

00:08:14:08 - 00:08:39:02

No. Okay. I shall move us forward into agenda item two. Then, um, the state of negotiations with land interests and the likelihood of resolution as identified in the updated Land and Rights Negotiations tracker. Um, obviously the applicant, please, if you could provide a brief update on the status of negotiations in the order they appear in that tracker, please.

00:08:39:13 - 00:08:46:00

Thank you. Sir, I'm going to pass over to the applicants. Uh, land agent, Mr. James Drury, who will go through the status of all those negotiations.

00:08:46:02 - 00:08:56:09

Thank you. I should say as well, when we arrive, um, at the point in your discussions where there is someone in the room you wish to speak. We'll bring them in at the appropriate time as well. Thank you.

00:08:58:04 - 00:09:36:05

James Dewey, on behalf of the applicant. Um, I'll run through in the order of the of the tracker. As as requested. Um, starting with the Claydon estate. Um, as set out previously, an agreement has been reached with the Claydon estate in respect of all the land and rights required to deliver the proposed development. Um, and and this is set out in the Land and Rights Negotiation Tracker rep for dash 079, and is confirmed by the Claydon Estate at Appendix one. Um at the applicant's deadline for submission, the tenancy position with Preston Farms, which is set for Dash 088.

00:09:38:15 - 00:10:12:01

Moving on to, uh, Mr. Bulman, um, heads of terms are in discussion with Mr. Pullman's agent. A number of the terms have been agreed, but it is really coming down to a commercial consideration matter in respect of those negotiations, and they are ongoing. Um, also in respect of Mr. Bulman, he's also obviously, um, keen to ensure that, uh, the proposed development doesn't interfere with the statecraft greener grid park project.

00:10:12:08 - 00:10:29:00

And discussions are ongoing with respect to statecraft with a a both a crossing agreement and a cooperation agreement. Um, and those discussions over those agreements are going back and forth between the parties at the moment and, and our continuing.

00:10:30:03 - 00:10:43:12

Just on that then I mean, in terms of the prospect of that being resolved before the close examination. Is that likely? I think the track as a heads of turns may well be, but there'll be discussions following on from that. Yeah.

00:10:44:07 - 00:11:09:21

I'm hopeful that heads of terms will be agreed. Before the close of examination. And we are we are continuing those negotiations to try and resolve resolve those outstanding matters. Um, I also believe that the, the the documents between the applicant and statecraft, um, are also progressing, um, with a view to getting those closed out before the end of the examination.

00:11:09:24 - 00:11:12:11

Which we will come on to that later. But yes. Thank you.

00:11:13:06 - 00:11:35:00

Richard Griffiths, on behalf of that, I was just going to add, if we're covering StarCraft, the travelling drafts of the two documents referred to by Mr. Jury, uh, were returned yesterday to StarCraft. So negotiations are active and progressing, and we aim to get them agreed by the end of the examination. And we'll obviously update you as to that progress.

00:11:36:03 - 00:11:37:13

Thank you. Um,

00:11:39:05 - 00:12:03:05

I believe we had a hand up, but it's no longer so we'll we'll proceed. Um, just to emphasize the point, um, and I'll say it now, clearly, we can't take on board any outcomes from the discussions that are concluded following the close examination. So I urge every agency to try and clear those as soon as possible, please. Thank you. Um, moving on then.

00:12:03:09 - 00:12:40:13

James Dewey, on behalf of the applicant. Um, so moving on to, um, the Claridge's. Um, the agreement between the estate and the Claridge's is still with solicitors. Uh, the Claridge's. Um, I think there's been an exchange of recent exchange of documents in respect to to closing out that agreement. And the view is that as a sort of target for the completion of that documentation is, is the end of July or by the end of July. I think there were two substantive points that have been raised, um, in this process with regard to the Claridge's.

00:12:40:19 - 00:13:25:29

And that is the point with respect to plot two six, which was the drying shed. And as confirmed by Mr. John Claridge in his deadline for submission, which is rep 4-105. This concern has been addressed and dealt with. The other aspect was the well at Knowl Hill and access to that well, and the applicant has given a commitment in the updated design commitment, which is rep 410 um, at G3 that secures the Claridge's ongoing access to the agricultural well within field B 17, which is plot 111.

00:13:26:15 - 00:13:30:12

Um, so we believe that matter has also been resolved.

00:13:31:18 - 00:13:38:01

Just at that point in terms of the replacement land. Is that a matter that's been agreed as well.

00:13:38:12 - 00:13:49:03

Yeah, that's part of the agreement between the Claydon estate and the Claridge's. So that's that wider agreement, including the replacement land.

00:13:50:03 - 00:14:02:28

Thank you, Mrs. Claridge. Is there anything you'd like to raise at this point? Do you have any outstanding concerns in terms of the negotiation discussion so far, including the suitability of the replacement land?

00:14:04:10 - 00:14:33:17

No, I think Mr. Dewey's actually covered everything. The two concerns that we had, um, have been addressed. Um, as he rightly says, uh, the heads of terms and all the final agreements are still with the solicitor. Um, my husband's just walked in. So let me ask him. Have you got any concerns over the land swap? We're still in negotiations with the land swap, but it's all it's all looking good. But there's obviously a few things to iron out with the estate.

00:14:33:19 - 00:14:34:12

Yeah. That's it.

00:14:35:04 - 00:14:42:02

Thank you. And are you confident that agreement will be reached by the end of July, as indicated by the applicant?

00:14:42:26 - 00:14:46:27

We are working towards that date. That's what we'll say.

00:14:48:04 - 00:14:48:28

Thank you.

00:14:49:13 - 00:14:50:08

Thank you.

00:14:50:10 - 00:14:51:13

Thank you, Mr. Claridge.

00:14:54:09 - 00:14:56:12

Back over to the applicant.

00:14:57:03 - 00:15:29:03

James Dewey, on behalf of the applicant. Um, moving on to, um, Mr. Ives. Um, number of terms within an agreement have already been agreed. Um, issues like treatment of fencing and boundary

treatment and, um, drainage. The outstanding issue being commercial consideration. Um, a revised offer has been made to Mr. Ives, and it sits with his agent. Um, if that offer is accepted.

00:15:29:05 - 00:15:51:09

Um, then we would look to get heads of terms agreed within the next couple of weeks. We'd use every endeavour possible to try and get the the actual agreement over the line by the end of the examination, but that will depend on on the little bit of the timings in terms of the legal work and things that needs to be done. But that's our assuming the well, on the basis that we're able to progress with the heads of terms that have been offered.

00:15:51:25 - 00:16:26:21

Thank you. In relation to Mr. Ives, um, there was a submission on Melbourne's behalf at deadline four, and that's rep 4-102 that, um, did suggest that the two parties are a bit further apart than what the tracker indicates. Do you have any comment on on that statement, please? I think the statement suggests that they were asking for a definitive statement as to why acquisition was required. Confirmation of the land required, the construction, specification and details of compensation, which is a bit further away from what the tracker indicates.

00:16:26:23 - 00:16:28:25

Can you address that point, please?

00:16:29:21 - 00:16:52:09

James Dewey, on behalf of the applicant. So I think we've identified the land that is required. We've provided details of the construction and the type of construction that we're looking to, to, to, to put within the land. Um, in terms of the compensation. Yes, there is a disparity in the position and we're trying to close that gap currently at the moment.

00:16:53:05 - 00:17:16:10

So it's just the compensation matter that's outstanding. Yes, yes that's correct. And what attempts have been made to try and explain the nature of the proposal and the implications of acquisition to arrive. So has there been a meeting or a conversation directly to try and sort through those points, to clarify the apparent confusion as to what is on the table and what is proposed?

00:17:16:20 - 00:17:45:28

James Dewey, on behalf of the applicant, um, we've been in discussions with Mr. Ives, agent. Um, we have also met with Mr. Ives on a number of occasions. Um, um, at at his at his, um, at his house. Um, so through those methods, yes, I think we've described and set out, we've also had clear email correspondence. Um, that sets out the position. Um, and, and what is required, um, in that, in that respect.

00:17:46:13 - 00:17:47:17

Okay. Thank you.

00:17:55:00 - 00:18:29:20

In respect of the Corpus Christi College and Mr. Fenimore, they're being dealt with as a collective. Um, we're dealing with their agents, uh, bid Wells again. Um, there's been an exchange of heads of

terms. A number of items have been agreed, um, including mitigation, um, treatment boundary treatment option of crop loss compensation. Um, if there is any suffered. Um, again, the outstanding point being a commercial consideration, um, that is, that is that is payable in that respect.

00:18:29:23 - 00:18:39:23

Um, I've been trying to push those negotiations, but haven't had much of a response from them at the moment. I continue to chase and try and try and get that matter resolved.

00:18:41:12 - 00:18:45:04

Again, confident that will be agreed by close examination.

00:18:45:28 - 00:18:50:17

If the other party are prepared to engage and move things forward.

00:18:51:06 - 00:18:52:08

Okay. Thank you.

00:18:55:02 - 00:19:25:28

Then moving on to Preston Farms. Um, Preston Farms and the estate continue to work towards an agreement. Uh, documents have been circulated. Um, and I understand that there is to be an all parties meeting on the 30th of July, which is with a view to substantially agreeing the documents. Um, with a view to to then completing the document soon after that meeting. Um, I think it's probably driven by the looming deadline of the 30th of September.

00:19:26:15 - 00:19:57:07

Um, It is my understanding that the agreement provides the estate with the possession of the land and the use and for its use as it wishes, as well as the rights for third parties to pass over other tenanted land. And in return, obviously, the Prestons obtain security of occupation and the replacement land. And this is all set out in paragraphs 3.1.11 to 3.1.17 of the note on the Prestons farms. Tenancies.

00:20:01:20 - 00:20:04:06

In relation to the freehold.

00:20:06:09 - 00:20:10:14

In terms of the Clayton. The freehold is with the Clayton estate.

00:20:11:01 - 00:20:12:14

Preston Farms, freehold.

00:20:12:16 - 00:20:41:15

And Preston Farms. Freehold. Yeah. The. Sorry. Yes. There is a requirement for, for, um, an agreement for cable easement over that. Um, we've not progressed that. Heads of terms have been sent over to Preston Farms, but I think it's probably been sort of. There are wider issues going on, I think, in terms of the wider discussions that are going on with the Preston Farms. So. So there hasn't been any sort of substantive progress on those heads of terms.

00:20:43:03 - 00:20:59:12

Thank you. At this point. Also conscious as well, in addition to the track, we also have the statement in relation to the tenancy that was provided by the the applicant. Um, perhaps if you just provide a brief summary of, of the context of that and the possible implications of that for the consideration of compulsory acquisition.

00:20:59:14 - 00:21:02:06

Sorry, sir. Could you repeat that question? Sorry.

00:21:03:07 - 00:21:13:17

The applicant submitted a statement in relation to Preston Farms tenancy. The deadline for. If you could provide a brief summary of of the implications of that for compulsory acquisition, please.

00:21:17:17 - 00:21:18:02

Yes, sir.

00:21:18:06 - 00:21:20:27

4-088.

00:21:21:16 - 00:21:48:13

Yes. James. James, on behalf of the applicant. Yes, I think, um, has it as it currently stands at the moment. Um, the the Clayton Estate have served notice on the land, and I wonder whether it's worth actually. Could I ask you to pull up the plan? Um, that's part of that. That that document. Um, because I think it's useful to see the see the colours so I can refer to the land if possible.

00:21:48:15 - 00:21:50:01

I agree. Yes, that'd be useful.

00:21:55:14 - 00:21:55:29

Yeah.

00:21:56:01 - 00:22:30:29

James Gerry, on behalf of the applicant, um, for those. So for those that can see the plan, um, the the Clayton has estate have served notice on Preston Farms Limited in respect to the occupation of all of the blue and the green land shown on the plan that, uh, notice expires or the, the the notice period ends and the and the the tenancy current tenancy ends on the 30th of September 2026.

00:22:32:09 - 00:22:53:00

The purple land is held by way of an Agricultural Holding Act tenancy. So a different type of tenancy, um, and therefore there is there's no sort of notice served in respect of that. Um, although that does form part of the wider discussions between the Clayton Estate and Preston Farms.

00:22:55:06 - 00:23:21:02

The agreement that is being sought and is is set out, um, provides for the Greenland to be secured for Preston Farms Limited on a 40 year farm business tenancy, along with the replacement land, um, which actually isn't shown on this plan but has been discussed previously. Um.

00:23:21:10 - 00:23:23:15

And that's outside of the field limits.

00:23:23:17 - 00:23:41:08

That is outside of the order limits. Yes. Yeah. Yeah. Um, it also, the agreement also provides for, um, third party rights across the purple land. So for cable and construction access, etc., across that land.

00:23:44:21 - 00:24:36:12

So Richard Griffiths, on behalf of that, I can just add a bit more to that. So the green line, just to be clear, is outside the order land and order limits. So the green land is outside this application. Um, what this plan shows is that the green lands, the blue land, the farm business tenancy expired back in 2014 as the note sets. And since then, it's been on a rolling annual tenancy. What's the estate have now done? Is served that notice across not just the land within the order land, but outside uh, the order land for reasons that the estate has set out in their letter, and the negotiations in respect of that that's happening between the estates and the farms is to, um, secure that long term provision of the Greenland.

00:24:36:14 - 00:24:42:18

As Mr. Jiri said, for 40 years and then the replacement land as part of the replacement for the blue land.

00:24:43:25 - 00:24:48:19

Thanks. So the notice only applies to farm business tenancy land. Is that that correct?

00:24:48:25 - 00:24:51:24

James Dewey on behalf of the applicant. That's correct. Yes.

00:24:52:25 - 00:24:53:20

Thank you.

00:24:55:12 - 00:25:28:21

Sorry, Richard, but it's important to remember that the in terms of the acquisition, uh, and obviously through that notice to quit, um, the, the, the CA shouldn't be applying to Preston Farms on the, on the, on the, on the blue land because, um, that that crystallizes on the 30th of September, 2026. Um, but in terms of the level of CA, the blue land shown there. Uh, well, well, plots. Um 6137379712 is freehold under the CA powers.

00:25:28:23 - 00:25:45:22

The purple land. Uh, is um is is blue land on the land plans, which is a rights for the cable. So that's the, uh, the blue. The purple land is the. Aha, aha. Uh, which so there's a level of difference between the colors as well.

00:25:46:24 - 00:26:25:20

Yes. I mean, I mean, on that I think it would be helpful if both the tracker can be revisited. Just to clarify the distinction between the various plots and implications for CA depending on their tenancy

status, please. Um, it also occurred to me that perhaps the statement read the reasons may also need to be revisited just to explain this point, because I don't think it covers it at all at the moment. Um, and equally over the book reference could do with a bit of a cross-check, just to make sure there's anything in there that may need to be updated in light of this, because for memory, this particular issue wasn't raised at the beginning of the examination.

00:26:25:22 - 00:26:35:26

It's only come to light during the course of it, so it may well be that the documents could do with a bit of a refresh just to bring it up to speed with this particular point in place. Like taken away as a as an action point.

00:26:35:28 - 00:27:06:02

Richard Griffiths, on behalf of our world, we think that the way we can look at the statement of reasons and cost for two or add more detail in customer to the the tenancy notes, or add more detail into the saw itself, the BAU book of reference. So I should use acronyms. The book of reference will review it whether it needs updating. It may not do because you wouldn't go into the detail of every individual person's, uh um, uh, land tenancy or otherwise.

00:27:06:07 - 00:27:16:04

Uh, but we'll have it, we'll review it. And um, and if we do think we need to need to update it, we'll obviously update it. But, um, I suspect it's the same kind of reasons that will add a bit more detail to you.

00:27:17:04 - 00:27:39:11

Thank you. And whilst among the tracker, um, I noticed that and this is reference eight in the London Rights Negotiations Tracker, which relates to Preston Farms tenancy plots 610 was deleted in the latest from the latest version of the tracker.

00:27:42:01 - 00:27:44:00

Can you explain why that was please?

00:28:21:27 - 00:28:45:06

James Dewey on behalf of the applicant. I probably will need to look into it and just come back to you. But I believe from memory it was because 610 was in the wrong place. I don't think it's been deleted completely. I think it's still in there in terms of requirement for rights. But, um, but I think it's moved. Yeah. It was in the, it was in the wrong, wrong, wrong section, as it were, for the Clayton, uh, for the, for the Preston farms in Texas.

00:28:45:09 - 00:28:46:04

To confirm that.

00:28:46:08 - 00:28:49:15

Yeah, I will do, but I'm fairly certain that was the case. Right.

00:28:49:22 - 00:28:51:16

Okay. Thank you for that clarification.

00:28:54:17 - 00:29:10:24

Unless you have anything further to add on that point for now, I think it's probably the time to bring in Preston Farms and Mr. Burton, um, perhaps if you just set out your position in relation to the tenancy. And first of all, do you acknowledge that there is a notice to quit that has been served?

00:29:13:29 - 00:29:59:21

Thank you. James Burton for Preston Farms uh, limited. Uh, as regards the, um, um, business tenancy. Yes, sir. We acknowledge that a notice to quit has been served, and I believe that, um, the date for that is, um, expires on the 30th of September, I think. Because, as Mr. Drury said, it's in the applicant's document. Rep 4088. Um, of course, as as you know, sirs, and I know you have this, but when we're looking at this plan, we always need to remember that only the tenanted land and we have freehold land as well, over which poultry acquisition rights are also sought.

00:29:59:23 - 00:30:30:23

I think Mr. Joey said cable connection. Um, to be absolutely accurate in the draft DCO it's the Substation connection clause that applies to plot seven, for which is the freehold, which is up to the up, up, up to the north. Um, yeah. So that's um, I think that's the that's position regarding notice quit and and the wider way. Um, there's

00:30:32:10 - 00:31:11:19

oh of course you, you can see why it matters that field E 23, also known as block 613, is currently in the order land um, which is why it's not being offered to Preston Farms Limited under the the new farm business tenancy that's being proposed. Um, in terms of, um, wider updates, Um, the replacement land.

00:31:12:08 - 00:31:44:19

Um, which is over to the west. Um, I understand, um, that and this, I don't think had been certainly a well, this is new to my client. I understand that the cost of bringing that up to standard through internal field divisions, it's it's obviously a it's an arable area at the moment. So there would need to be some internal fencing and the laying on of water.

00:31:45:01 - 00:32:00:19

Um, my clients have been told that would have to be borne by them. Um, which is a pleasant revelation, but that's that's where we are. Um, on that and as regards, um, the,

00:32:02:13 - 00:32:40:28

uh, I think it's the effort to tie in access and cable rights over my client's Agricultural Holding Act tenancy, which is the Purple Land. That's obviously a that's a that's a that's a major sticking point. Um, and of course, that's another part of the compulsory acquisition, um, being requested in the DCO. Um, and I have, I have some things to say about that and I don't I don't know, sir, how you want to just to structure this, um, to take it one bite at a time.

00:32:41:19 - 00:32:47:06

Um, well, first of all, in terms of the land subject to notice to quit, um,

00:32:49:01 - 00:32:52:16

conscious, there'll be a discussion later on this month. It sounds.

00:32:54:03 - 00:33:07:02

Is it correct to say that if there is no agreement following on from that discussion? Um, in effect, Preston Farms will be vacating that land at the end of September. Is that is that the position?

00:33:12:12 - 00:33:14:21

Do I need to keep introducing myself, sir?

00:33:15:26 - 00:33:16:11

Yes, please.

00:33:16:13 - 00:33:20:26

Okay. James Burton, on behalf of Preston Farms. Um.

00:33:23:22 - 00:33:26:02

In effect. No.

00:33:28:04 - 00:34:01:02

Um, as a as a matter of law that the notice to quit will have, will have come to an end. But this is a business that's been there for on that land for 40 years. Um, and, um, on the wider lands for even longer than that. There had been a tenant of the Clayton estate for, I think, since the 1940s. So you ask in effect. And that seems highly unlikely to me.

00:34:01:04 - 00:34:12:15

Um, and and I, I, I suspect, I suspect that other wings of government might have something to say about that.

00:34:15:05 - 00:34:15:25

Mr. president.

00:34:16:19 - 00:34:17:08

Yeah.

00:34:17:17 - 00:34:18:02

Sorry.

00:34:18:04 - 00:34:33:21

Just in regards to that last point, obviously, um, if that were the case, that that significantly impacts our ability to supply and particularly horse flights to this country. And. I'm sorry, sorry, sorry.

00:34:34:10 - 00:34:55:00

Sorry to interrupt, Preston. Could you could you say come on to that in a minute? So I just I just need to make you aware of something else. Just to complete the the picture. There is yet another moving part in this, which is, as I understand it, a shorter term tenancy. Is that right? James.

00:34:55:02 - 00:34:55:17

Yeah.

00:34:55:20 - 00:34:57:21

Or the blue lane. Yeah, yeah.

00:34:57:23 - 00:34:58:18

The parcel.

00:34:58:20 - 00:35:04:12

Three four. The four. Parcel Three. So. So. So.

00:35:06:26 - 00:35:38:03

Just taking it in stages. Um, if nothing was agreed at all. And the notice to quit period. Came to an end of the 30th of September. Legally, what's the correct term? Farms would be holding on or whatever it is. Doubt very much in practice that then move on. If if the if the if the proposals currently on the table which of course are not agreed.

00:35:38:05 - 00:36:05:26

But if the bit of them that concerns the the blue land, the the the the parcel three bit of the farm business tenancy, if that was agreed then there'd be a tenant but for a shorter period of time, which I assume is intended to align with possible start date or something of that of that nature. Sorry, Mr. Preston, I interrupted you, but I wanted to complete the fact that the negotiation.

00:36:05:28 - 00:36:07:14

Is it helpful if I. If I carry on.

00:36:07:16 - 00:36:08:02

Please go ahead.

00:36:08:04 - 00:36:08:26

Yeah, yeah.

00:36:09:07 - 00:36:45:03

Look, we have always had a good relationship. As James said, we have been tenants since 1948, the aha land since the 60s, and the empty land, I think since 1986. And there has never been an indication that would happen. Um, we if we were forced from the FPT land just to quantify that, that that would really severely impact our ability to produce horse blood. We have had concerns from relevant parties that we've mentioned and alluded to in this process about supporting us.

00:36:45:05 - 00:37:17:15

In that case, you know, it's not really the right form to go into this, but it would it would significantly impact, uh, the ability for our business to function. And I am sure that we can continue having negotiations, that the one thing that I would make absolutely clear is that the notice to quit is entirely to do with this process and the project that is moving forward. I don't think that's really in any dispute. It's referenced in the documents and has been directly tied together in meetings we've had, but obviously we are still negotiating.

00:37:17:17 - 00:37:24:21

There is good faith there, and without going into too much detail in a public forum, I you know, it's probably what we're willing to say.

00:37:25:10 - 00:37:37:18

Thank you. Mr. Burton, you alluded to possible interest from from government. Um, would you be able to elaborate on that point? Please, if possible.

00:37:44:04 - 00:37:47:07

I'm sorry, sir, I'm instructed not at this moment in time.

00:37:48:24 - 00:38:10:09

Okay. Thank you. Um. So sorry. Griffiths. Um, if you could respond to the points just raised, please. Um, including, um, the statement that Preston, France has been informed that the replacement land and the cost for bringing that back up to standard would be borne by them. So if you cover that in your response, please.

00:38:10:21 - 00:38:37:07

Thank you sir. Richard Griffiths, on behalf of the applicant, um, I just want to first of all, uh, say that, um, the Blue lands and the Greenland, uh, the, the the farm business tenancy expired in 2014. What I don't understand, sitting here listening is why, since 2014, a long term deal has not been done with the estate.

00:38:39:27 - 00:38:47:09

That would, if the land has been as has been repeatedly said throughout this examination, it's the centre of their holding.

00:38:49:01 - 00:38:56:06

From my perspective, they've been holding over every year a significant Risk that

00:38:57:27 - 00:39:30:00

they could be served with a notice to quit at any time, and it was free to any tenant. And of course, in this case, Preston Farms, to resolve that risk by agreeing a long term solution. Businesses evolve. Businesses need to evolve. Simply because you've been there for a long time doesn't mean you stay there in the same position, and no more so than in a state, for example, that's been there for over 400 years. Estates like this have to evolve. Um, I, I'm going to bring in actually, in a minute.

00:39:30:02 - 00:40:02:04

The estate themselves. I think this is important that you hear the land owner, um, and I have here, um, Mr. Tom Mason, who's the estate manager. So I think actually, rather than listening to me, it's worth you listening to the estate in terms of why they need to evolve. Um, that they've got other opportunities. It's not just this project. The living adjacent to a substation that has capacity for for a new electricity generation in the United Kingdom. So I'll bring this data in now and ask Mr.

00:40:02:06 - 00:40:09:06

Tom Mason to come up and just explain this state's position regarding their evolution. And, um,

00:40:10:29 - 00:40:17:11

what they're also trying to achieve is a long term deal with their tenants to secure them for the next 40 years. So I'll just pass it over to Mr. Mason.

00:40:17:21 - 00:40:18:12

Thank you.

00:40:19:20 - 00:40:20:05

Thank you.

00:40:20:07 - 00:40:50:10

Tom Mason, on behalf of Clayton State. Um, and, yeah, you know, from from the state's position, uh, as Richard has alluded to, you know, we you know, we are in a position we need to evolve as a business. Um, so the estate's been there for 400 years. Um, and, you know, we need to diversify our income streams in order to ensure that that 400 year business remains viable. Um, as many of you know, many people will be aware that pressures on farming businesses, particularly arable farming businesses, is enormous at the moment.

00:40:50:12 - 00:41:31:07

And the Clayton estate has been an arable farming business for some time and we, you know, the viability of that is just no longer there. Um, and, you know, ultimately, in order to try and overcome these challenges, um, we have decided to to work with Rose field as one of the many approaches that we had received. Um, because of the location of this site and what we are trying to obviously seek to do is to improve our position as a business, but also because of the long standing, very positive relationships we do have with our tenants is try and offer up a solution that hopefully protects both our business, but also enables their businesses to carry on.

00:41:31:09 - 00:42:14:23

Um, notwithstanding that, you know, there will be changes to both businesses in order to make that happen. Um, so in terms of the process that we've gone on is obviously we have served the notice to quit on the 30th of September, um, 2025, and that crystallises on the 30th of September, 2026. Um, but, you know, the script was served in good faith that we would hopefully have a new lease agreement in place by that time, and we are continuing to try and work towards that outcome. Um, as has been mentioned earlier, we have got, um, a meeting and all parties meeting on the 30th of this month with a view to hopefully walking away from that meeting with a as close to agreed set of legal papers that we can.

00:42:14:25 - 00:42:20:15

Myself and Preston Farms agent can go away and take instructions from our relative principals.

00:42:22:00 - 00:42:37:21

Thank you. It probably goes without saying that again, to stress that every effort is made to try and progress those discussions as far as possible before the close examination, so the examining authority can feed that into our recommendation to the Secretary of State's. They're fully informed as to the latest position on that.

00:42:37:29 - 00:43:15:04

Thank you sir. Richard Griffiths, on behalf of the applicant, I just want to reiterate the point that this is a wider deal than simply the order land. The blue order land, as I say, it covers the green Greenland that is also on a rolling annual tendency. And so the mind standing of the border deal that Mr. Mason has set out is that it will also secure for 40 years, which I understand is would be one of the longest farm businesses tenancies in the country at 40 years. They're trying to create a long term structure that protects the estate and Preston Farms as as the businesses evolve.

00:43:15:06 - 00:43:46:02

Regarding your question on the replacement land. That's a commercial negotiation between the estates and Preston Farms. I know there has been a walk around the farm, the replacement land. Sorry, discussions have been held. Commitments are being given. It's my understanding from this date about what they would do. I understand the Preston farmers have said what else they need. This date have gone back. There is to reassure you. There is an active conversation going on regarding, um, that replacement land.

00:43:49:05 - 00:44:07:29

Thank you. Um, I think it'd be helpful to have a summary statement by close examination that just sets out the final position on negotiations at the close examination. And so that would be an extra point for for deadline six. I'd suggest, given the timing of the meeting, I'd planned as well.

00:44:08:07 - 00:44:29:23

Richard Griffiths on behalf of that. Absolutely. So I mean, obviously our intention and as you've heard from Mr. Mason, the estate's intention is to hopefully have reached that agreement. And that is what the estate's lawyers and the and hopefully the press and farmers lawyers are working to. But yes, either way, we will obviously confirm the position as at the end of the examination.

00:44:31:01 - 00:44:38:24

Thank you. Mr. Burton, do you have any further points on the tenancy line? We'll come on to the three holes afterwards, if that's okay.

00:44:39:03 - 00:45:14:28

Yes, please. Thank you sir. Um, James Burton, uh, on behalf of Preston farms. And Mr. Griffiths proposed posed the question. Um, why? Why has nothing been agreed since 2014? And he posited comparisons, I think, with businesses. Now, um, whilst I can appreciate that someone coming in, um, unfamiliar with matters might be asking those questions.

00:45:15:01 - 00:45:54:13

Um, in my submission, the answers to them are obvious from all the evidence you've heard. Um, as to why nothing was agreed and why I've I've seen a I've seen a timeline of negotiations and it's it's a relaxed timeline. Thankfully, since 2014, nothing's been agreed because, um, a, um, tenant that's been in place through family lines for getting on for three quarters of a century.

00:45:55:01 - 00:46:30:21

Um, one simply doesn't imagine that something like this would happen to one. And that's a simple explanation, and it shouldn't come as any surprise that certainly on the Preston Farm side, there was there was an assumption that, well, it would just work itself out. It would be fine. It turns out, of course, that that's not happened at all. Um, and, um, we've gone from and I, I don't want to go over old ground, but this is relevant to this.

00:46:30:24 - 00:47:10:14

We've gone from that position where Mister Preston was first approached in 2022, and the project then was explained to him on the basis of To fields in the very north of parcel three. And he said that would be difficult, but, you know, okay. And then suddenly we have the warmth, the explosion down into the heart of the holding. And it all it all changes. Um, so then that's I mean, that's that's why we we my client went from a position where there seemed nothing to worry about to all of a sudden, an awful lot to worry about.

00:47:10:16 - 00:47:12:16

And of course, by that stage.

00:47:15:28 - 00:47:55:24

It's obvious that nothing was going to be agreed, because then the applicant and the estate were looking for all of that parcel three balloon. So that's that's that's that that's that point. As to Mr. Griffiths wider point, which starts to, of course, shade into the ultimate question that you and the Secretary of State need to ask about all of my client's interests that are the subject of requests for compulsory acquisition, namely, the compelling case question in the public interest.

00:47:57:00 - 00:48:31:18

My client's holding is not remotely any any business, and it's not a business for the reasons that, you know, but just underlying biosecurity contamination risk and the need for that contiguous holding. It's just not a business that one can pick up, move around, parcel up without dire consequences. Ultimately for the public health bio diagnostics chain.

00:48:31:20 - 00:48:56:13

So, um, I firmly reject on behalf of my client at any such comparison or suggestion that it's simply a matter of well, you should adapt. One doesn't build a secure laboratory farm over decades. Um.

00:48:58:21 - 00:49:50:01

In any way, on the basis that you can just shift shift things around to somewhere else. So, um, no, no. Very firm note to that. Um, just I do, if I may, just want to really emphasize one one point. Um, it is crystal clear to, um, my clients, it's crystal clear in my submission that if the applicant heard us and

decided that after all, it could do away with E 23, which I should say would be in my submission, a non-material change given the overall scale of this proposal.

00:49:51:01 - 00:50:23:26

So it would also be open to you and the Secretary of State to make that change. But if the applicant decided to do that, as night follows day, the Claydon Estate would be, I'm sure, offering my clients as part of the new farm business tenancy for for 40 years. That and indeed anything else that came out of the order, order, land and the works definitions.

00:50:25:06 - 00:50:27:27

Thank you sir. Is there anything you want to add?

00:50:28:16 - 00:50:29:01

No.

00:50:30:01 - 00:51:04:09

Just to say sorry. James Preston, Preston Farms. You know, at the beginning of the project, we were encouraged by the Claydon estate to engage with the project and the applicant. You know, we have done so. We have put our positions forward. It is a complex situation that we're all trying to to work around in good faith and and resolve. So, you know, it is not a case that we've ever objected to the project. We have just sought small changes that would mean that we could co-exist. I know I'm repeating myself, but I do think it's important to reaffirm that we we're not seeking to block the project.

00:51:04:11 - 00:51:05:19

Okay. Thank you.

00:51:06:03 - 00:51:35:14

No. Thank you. Um, I mean, as with the applicant, I think it'd be useful for for deadline six if Preston Farms were able to submit a statement that summarizes its own position in terms of the outcome of those discussions that had regarding the tenancy by the close of the examination. So we've got both positions set out clearly, please. And that could also be a matter that it's addressed in the statement common ground as well to at least where there is agreement and whereas agreement to to disagree as well. If you could record that as an action point, please.

00:51:35:26 - 00:51:49:03

Yes, sir. Thank you. James Burton, Preston, France. I was going to suggest there's no reason that can't be. It may be an appendix to the Statement of common Ground. Possibly or clearly delineated. Separate area. Yeah, absolutely.

00:51:53:09 - 00:52:10:18

So, Richard Griffiths, on behalf of having can I just come back on something that Mr. Burton said? Um, I'm afraid I have to, on behalf of my clients, disagree wholeheartedly with what he said. It seems to me that he's contradicting himself. He can't say on one side

00:52:12:17 - 00:52:20:18

that the the critical nature of the business and these fields and yet say,

00:52:22:05 - 00:52:53:24

oh, we didn't need to secure that land, uh, after the FPT expired in 2014. that's not how anyone runs a business. You don't run a business, particularly of this nature, in my mind. With that inherent risk every single year, I don't. I just don't comprehend. I can't comprehend that I'm afraid and I that the facts are affixed.

00:52:53:26 - 00:53:31:17

The FBT expired in 2014. It's been rolling over annually, uh, between the estate and Preston Farms. That could change at any point. Personnel changes at any point within a business. You can't just simply say, um, we didn't need. We didn't need to think about it. That is an inherent risk on a risk register would be red. So I'm afraid I don't agree that, um, with with what is being said, it is a factual position that the FBT expired in 2014 has been running on an annual tenancy and things move on.

00:53:31:19 - 00:54:01:27

And that is exactly what has happened here. With the amount of development going around the Claydon estate, the Claydon substations you heard yesterday with the approval. It is no surprise that development is developers who are circulating around this site because of the grid connection. So I don't agree with that statement by Mr. Burton, I'm afraid. Um, uh, I we're not going to take that point any any further. Of course. Um, uh, we'll obviously hopefully reach agreements, hopefully these states and Preston Farms will reach agreement that is in everyone's interests here. And,

00:54:03:20 - 00:54:36:07

uh, as you heard from Mr. Mason, uh, and I think from Mr. James Preston, we all want to coexist. Uh, and, uh, this state are offering that 40 year farm business tenancy on the Greenland and the replacement land. So there is some positives there and debts and, uh, we support the estate, um, in, in, in, in, in, in, in reaching that agreement hopefully with Preston Farms and. Well we've got the action and we'll, we'll we'll update the examining committee hopefully with. Agreement if not setting out our position.

00:54:37:25 - 00:54:50:09

Thank you. It does seem as though there is still some distance between the two parties. Mr. Griffiths, this may be a difficult question to answer, but in terms of your expectations of agreement, how likely do you think they may be

00:54:52:03 - 00:54:53:15

for close examination?

00:54:53:17 - 00:55:27:03

Richard Griffiths, on behalf of Edmonds. Um, so that's an interesting question. Um, uh, look, I'm not party to those negotiations. I'm not the estate, sir. So I think it's I don't think it's right for me to answer that question. Um, uh, that's for the estates, um, agents, their lawyers to answer. I know Mr. Mason's here, but I think that's a question between the estate's lawyers and, um, Preston Farms lawyers. What I said is that the applicant supports all parties to which the agreements. And we're helping where we can, um, Where we can't.

00:55:27:05 - 00:55:29:27

Um. But I can't really answer that question, sir.

00:55:30:13 - 00:55:31:00

No, said.

00:55:32:03 - 00:55:47:10

Mr. Burton, do you have any comments in response to Mr. Graves's statement there? And also, again, if you comment on your own position in terms of the likelihood of agreement before the close of examination in relation to the tenancy land, please.

00:55:48:19 - 00:56:26:10

Thank you sir. James Burton for Preston Farms. Um, in a moment, I'll bring in Mr. Preston to respond to Mr. Griffiths, um, incredulity that things weren't on risk registers. And how can one ever behave like that? But, um, just as a general comment, I say again, when one has a multi-generational relationship with the landlord, um, considerations of of of trust, friendship, long term relationships do enter in.

00:56:26:19 - 00:56:58:21

We're not. Mr. Griffiths is an eminent lawyer. We're not all eminent lawyers. And Mr. Preston is not a lawyer of of any sort. Nor I believe is his business is as well. He certainly may be, actually. But anyway, sorry, that's not the point there. Not the point. The point is that, um, it's all very well to look at matters from one's own worldview, but one does need to take a big step and put oneself in other, other shoes.

00:56:58:26 - 00:57:29:05

Um, Mr. Preston may have something to say about that in a minute, but just on the on on on the detail, I've got, um, if you if you want something worked up on these lines, I'm sure we'd be very happy to provide it. I've got a timeline here from, um, Preston Farms land agent who, um, I think a brown coat. And just to give, give you a flavor of matters.

00:57:29:19 - 00:58:03:23

Um, bye. I've got an entry here. I mean, this is this is the view of the person who's written the timeline. It may be the estate doesn't agree, but for example, September 2015, negotiations ongoing on terms for FBT. Terms broadly agreed. January is next century. January December 2016. Awaiting response to comments on FBT. It continues in that vein essentially in

00:58:05:19 - 00:58:27:23

some some in this room would would say scandalously non-commercial. Others would say exactly, actually, as one would expect, given the history here until until they're suddenly the right, The moment when everything changes into the early 2020s or whatever it is. Um.

00:58:29:28 - 00:59:08:21

I think I'll also pass to Mr. Preston the question of what's what's the likelihood of agreement being reached. But certainly it insofar and as long as, um, there's a that it strikes me that there's a tie up and

attempted tie up over wide ranging access rights and cabling rights over the agricultural holdings at tenancy. That is a would be a very major sticking point for for the reasons that you've heard explained already in this examination.

00:59:08:27 - 00:59:41:06

Preston Farms slash TCS Biosciences simply can't have they can't live with that kind of untrammelled access over there holding contamination risks stressing the animals. Affecting the product. And and obviously we say exactly the same things about those rights that are sort in the DCO over the Agricultural Holdings Act tenancy. So that certainly jumps out as me, at me as a very major sticking point of, of itself.

00:59:42:01 - 00:59:43:02

Mr. Preston.

00:59:44:01 - 01:00:17:29

Thank you. James Preston, Preston Farms I know that we've run this point quite a long time. So I think that, um, the agreements should roughly be in line with the agreements they are replacing. So one would be more aha terms and one would be more FBT terms. Clearly those agreements have to have some security. There's no point having a 40 year agreement if there is not the kind of commensurate security attached to a period of that time. That would be one one thought. Um, I we're still very hopeful of of getting to an agreement.

01:00:18:01 - 01:00:51:09

You know, we do have a very good and long standing relationship. Clearly this process is adding strain to our relationship. But we are hopeful. And I think just in regards to Mr. Griffith's comment about risk. I mean, we obviously, you know, it is not that easy to move an operation of our kind. You know, there is housing for animals for six months of the year. You know that one area around Zion is home to about 150 horses wintered. We obviously have to be in close proximity to the laboratories who processed the blood.

01:00:51:11 - 01:01:20:12

So it's not as simple thing as just magically and and to the other point that Mr. Griffiths mentioned, you know, this is an area whereby it is very difficult to move at the moment because there are energy projects coming forward, and landowners believe that there are, you know, significant financial benefits in retaining land for possible projects. So, you know, it is not something that we, um, you know, are not aware of. It is just a very complex thing to try and manage and navigate.

01:01:20:14 - 01:01:21:03

Thank you. Thank you.

01:01:21:14 - 01:01:51:16

Sorry. Just one one, one final point. I don't know, Mister Preston could help on on this at all. But just in relation to Mr. Mason's point regarding estate, the estate needed to evolve from an arable business. Now, um, I don't know. I have, I have no knowledge about going rates for for arable farms, but but clearly my client isn't an arable farm. It's something quite, quite different.

01:01:51:18 - 01:02:14:14

So, um, I treat with caution at any suggestion and I don't. Maybe that wasn't actually the suggestion being made, that the rents that my client would be paying are one and the same as just a mere, a mere agricultural farming. Right. For, for example. And that may just maybe I'm misreading it, something that I don't, but.

01:02:15:27 - 01:02:20:07

Mr. Mason, is there anything you like to say in response to that, please?

01:02:20:13 - 01:02:48:09

I mean, I was, to be honest. Purely referencing our own in hand farming business and the need to mitigate the risk of, you know, we're seeing ever declining profitability on our arable farming enterprise. Um, you know, profitable is probably not what you could describe it as, but, um, it's it's it's a very marginal business. Um, being an arable farmer and that's what, you know, we're seeking to mitigate our, you know, our business risk by diverting our, our business income.

01:02:48:17 - 01:02:49:02

Yeah.

01:02:49:04 - 01:03:19:09

Thank you. So if I could just go back to Mr. Burton. Mr. Preston, initially, um, in the note deadline six, um, that you prepare to set out your position on this matter by the close of the examination, if it is still an issue. Could you also expand on the points, Mr. Preston, that you raised in terms of the difficulties that that would have in terms of changing your operation and the effects on the business, please. So if you if you conclude that in the summary statement at deadline six. Thank you, Mr. Griffiths.

01:03:19:11 - 01:03:53:28

Thank you, Sir Richard Griffiths, on behalf of the applicant. I'm afraid Mr. Burton does not, um. You can't ask a pure assumption from Mr. Burton that that has no weight whatsoever. Um, as I hope he agrees that, um, you know, the the the the the the tenancies and the rents are commercially are not in front of examination, nor should they be. Um, and you can't say that, um, whatever rent the estate is getting is going to be better than other types of rent.

01:03:54:00 - 01:04:40:15

I have no knowledge of that, and I'm sure he doesn't either. So that's a statement said without any knowledge at all. Um, just on the access point. We're obviously moving now to the, um, purple land and, and other and the freehold land owned by, um, Preston Farms. Um, uh, and obviously the point raised was in respect to the purple land in the terms of the the deal being negotiated between the estate and trust and farms. From just to be clear, in terms of this application, uh, what this applicant needs in terms of access is in terms of the purple land, uh, and the, um, blue land leading into the substation.

01:04:41:24 - 01:05:11:25

It is rights, access, rights to install the cable, whether that's the cabling for the solar PV or the cabling going into the substation. So access rights to install that rights to install that cable cables and then

right to maintain that cable. Now, what maintenance means in respect of a cable is because it's obviously underground is if.

01:05:11:29 - 01:05:45:27

As I'm sure. Sorry. I don't mean, you know, as you both will know is not a, um, it's not a daily or even weekly, uh, access is when there may be a fault in that cable. That would be a vehicle going to see that cable and working out what is what what is going on. I'm not an expert, so forgive me. Um, but we're talking about me. I don't know, uh, very, very rare access to once it's been installed. Um, that is the rights that, uh, um,

01:05:47:17 - 01:05:52:05

in terms of the land south of gravel road, uh, we need, uh,

01:05:53:29 - 01:06:34:28

and that, uh, it's not broad daily access rights. It's literally very limited to that. And, uh, you know, when a vehicle needs to go and sort out a fault, very rarely, then that can we can make this fairly clear in the bar biosecurity measures that that would be done in conjunction with Preston Farms to ensure that relevant biosecurity measures for that vehicle once every year, whatever it might be, goes through. So it's not broad brush access rights. What we can anticipate in the next, um, complaint from Preston Farms, uh, we can make it very clear in the documentation, uh, in the, in this application, that's what is required in respect of the relevant plots.

01:06:35:09 - 01:07:18:23

Uh, to be clear on that, we can tighten the language in the relevant place, uh, probably in the, uh, um, camp map, for example, to be clear what access rights mean. So that that is set out for the for both the affected party and the examining authority. What's in the deal is something that is outside the applicants. What is what what this application needs is very clear south of Granby Road and the the the rights on the blue land at the top, which is the freehold land for Preston Farms into the substation is is installation the cable and then whenever we need to inspect that cable.

01:07:19:06 - 01:07:25:22

Thank you. So that's an update to the relevant management plans by deadline five. Just to clarify the yes raised. Yes.

01:07:25:24 - 01:07:26:11

Correct, sir.

01:07:26:29 - 01:07:35:07

Mr. Burton, any comments on on that point please, that the maintenance will be a relatively infrequent event?

01:07:43:18 - 01:08:14:08

James Burton for Preston Farms Limited. Just before we get to that, um, um, Mr. Griffiths, the discrete point, which perhaps isn't a huge point, but nonetheless that, um, I think Mr. Griffiths suggested that it's simply an assumption on my part that Preston Farms Limited don't pay what an

ordinary arable tenant pays. Um, it's not not an assumption. Mr. Preston can say something about that now.

01:08:14:10 - 01:08:17:10

And I'll carry on with the with the with the rest.

01:08:19:03 - 01:08:41:16

Sorry. James Preston, Preston farms. Um, yeah. Look, we have always paid, I would say, above market rates and invested in the land ourselves to make sure it is in very good condition. I don't think that's been disputed or that we've been a very good tenant in that regard. Um, do you want to go back?

01:08:41:18 - 01:09:17:00

Yeah. Thank you very much. Um, as regards what Mr. Griffiths says about what he's referring to, I think generically as cable. Cable rights. Um, and there are two separate definitions, of course, in schedule nine to the draft eco, the cable rights and substation connection rights. But he's talking about. About the two. Um, first, firstly, um, I'm, um, I'm I'm heartened to hear Mr.

01:09:17:02 - 01:10:01:15

Griffiths say that they'd all obviously be underground. That's not how either of those rights at present are worded in schedule nine to the draft DCO. And it's a point of concern for us that that's not made expressly clear as regards cable rights. Um, there's a reference to underground in relation to, um, electrical cables, but then there's a list of a long list of other cables, earthing cables, optical fibre cables, data cables, telecommunication cables and others.

01:10:04:24 - 01:10:37:17

That are not expressed to be underground and by works associated with such cables and then and other apparatus and structures. So I mean that that's that's one point regarding the definition of cable rights. And um, as regards, um, substation connection rights. There's not even as I read it anyway, the suggestion that the electrical, the wording that the electrical cables will be underground.

01:10:37:19 - 01:11:25:06

So there's nothing there's nothing there that I can see anyway that guarantees that these things would be would be underground. Um, as regards the access rights, they are, in our submission, Intolerably broad cable rights. B is remain, pass and repass on foot with or without vehicles, plant and machinery, including rights to lay and use any temporary surface or form a temporary compound for all purposes in connection with the authorized development.

01:11:26:15 - 01:11:27:14

And

01:11:29:03 - 01:11:59:21

its, um, a very similar wording down um under the substation connection rights at C, save that it's for all purposes in connection with the National grid. East Claydon substation works. Um, and I'd invite you, sir, please, to just look again at that wording and you'll see, I hope what I mean, it's incredibly broad.

01:11:59:23 - 01:12:42:29

Now, from our perspective, it's absolutely not, um, something that can be safely left to be cut down in a management plan. I mean, these are sweeping compulsory access rights that are being sought over both. Um, well, all manner of our land tenanted and and freehold. And if, as you've heard now from the applicant, actually all it needs is a a right to for buried cables and be access to maintain them.

01:12:43:18 - 01:12:56:13

Well, I strongly urge you to cut them down therefore, because they're clearly not necessary in accordance with the tests, that you must be satisfied over. Regards as regards compulsory Acquisition.

01:12:58:16 - 01:12:59:24

Thank you, Mr. Burton.

01:13:02:02 - 01:13:13:08

Mr. Griffiths, if you could respond to that point, please, in terms of the breadth of rights sought, but also clarification that the cables will be on the ground and whether or not the DCO actually makes that clear.

01:13:13:28 - 01:13:18:08

Thank you, sir. Richard Griffiths, on behalf of the applicant. Sorry. Two secs.

01:13:25:12 - 01:13:55:27

Thank you. Um, so the description of development, uh, in the environmental statement, that is, of course, a will be hopefully a certified document and the whole environmental statement has assessed, um, the, um, the work number seven, uh, as being the cabling being under ground. Obviously, when you get into the um, obviously the DCO Covers multiple works.

01:13:56:01 - 01:14:27:12

Um. Work? Number seven. Uh, we haven't split work. Seven. Into the granular detail. So, as know, DCO has, um, in terms of cabling that is underground. Then suddenly emerged aboveground because it's going into solar PV in those fields. Otherwise, the works plans would just be completely unworkable. So the in the cabling plot, in the in the plots that are purely where the cable corridor is running, the cabling is underground.

01:14:27:14 - 01:15:01:20

The cabling work number seven goes into then a solar PV plot and then it will come up. It is then above ground at that point to connect into solar PV. It's all work number seven. That is why the DCO doesn't actually say underground. But the the description development in the environmental statement refers to um, underground. But working number seven as you know, covers um the the order limits and we don't break up as no DCO has done. I say where it's underground, where it might be above ground.

01:15:01:28 - 01:15:34:06

Um, but so that's the reasoning why you don't see the word expressly underground, but the environmental statement of which the of course, the, the applicant, the, the development has to be constructed in accordance with, with the environmental statement that certified document the um in

terms of the breadth of the the rights. I've said, um, that in respect of the cabling corridors, I've said, uh, the rights are installation and then maintenance.

01:15:34:12 - 01:15:37:22

Maintenance is extremely low when there may be a false. I've said.

01:15:40:14 - 01:15:58:24

As, uh, as the order is drafted, we have not. I understand Mr. Burton's point. Um, it gets unwieldy if we start splitting out every single plot in terms of, um, what is fired? But in this instance I can.

01:16:01:01 - 01:16:36:02

Take this away, look at the particular Preston plots, and see the refinement we can add in expressly into the DCO rather than management. I'm not going to waste time for them in the management plans, because the Preston Farms clearly won't agree with that. So we'll go straight to the order, even though I think it would be better in the management plans. Um, we would look at the order and see how we can split out the Preston plots in schedule nine to identify um and the, the and put a specific definition for the Preston plots to try and reach agreement on that point as quickly as possible.

01:16:36:26 - 01:16:37:11

Thank you.

01:16:37:13 - 01:16:40:00

I'll try and do that for deadline five. It might go to deadline six, sir.

01:16:40:18 - 01:16:41:12

Okay. Thank you.

01:16:41:14 - 01:17:01:25

Given the other actions we need to do. But that that can be an action on us to to try and resolve that point because it's not the applicant's intention to simply go have have um go on every day on the on on those particular plots. It is literally once it's installed, it is then uh, the fields can be used as they are today.

01:17:02:25 - 01:17:04:00

Noted. Thank you.

01:17:04:02 - 01:17:05:01

I hope that's helpful.

01:17:05:03 - 01:17:08:15

It is. Thank you, Mr. Burton.

01:17:09:16 - 01:17:49:12

James Burton for Preston Farms, uh, limited. Uh, yes. That's that, that's helpful. Um, and that's welcomed. Um, there is, of course. And you may be moving on to this, uh, the question of the operational access over, um, the slash ten and D slash bulb, which is the Agricultural Holding Act

tenancy land. Um, we had, of course, the discussion about that in the traffic session in the, um, issue specific hearing, um, three that we've had this week.

01:17:49:14 - 01:18:25:14

And I expressed the hope at the end of that discussion that, um, it wasn't being suggested because I heard no, as it were, come back. You'll recall that actually is necessary to have that operational access separate from any cable maintenance over that land, because of course, we discussed that it would just be light goods vehicles and they could go through villages with no, no issue, as I understood it from a truck traffic perspective.

01:18:25:16 - 01:18:57:16

So, um, I'd hope that when Mr. Griffiths and his team review matters, they would also be able to take that out. Um, before we move on to whatever else we might be moving on to, there is one final point that has been puzzling and confusing my clients. And, um, I think it probably requires us to look at rep 4043, um, and a figure in there.

01:18:57:18 - 01:19:19:23

But the short point is we don't understand why there are two cable runs. Um, and, um, it's figure three point. Um, let me see. I guess three is it 3.3.7? Is it not not not not. This is from something else I take that, yeah,

01:19:21:11 - 01:19:22:03

yeah.

01:19:24:06 - 01:19:25:25

So, um, what page.

01:19:26:25 - 01:19:28:01

Share this on screen, please.

01:19:28:03 - 01:19:29:07

Yes. That would be really helpful.

01:19:29:09 - 01:19:30:11

I think it would be helpful.

01:19:30:13 - 01:19:44:10

So rep 4043, figure 3.7, which is the indicative cabling of um uh cable crossings and cable corridors figure.

01:20:04:09 - 01:20:12:06

Brilliant. Thank you ever so much. It was very. It's very kind. So thank you. You zoomed in at just the right point. Um,

01:20:14:06 - 01:20:40:06

obviously we're not we're not the technical experts, but it does just seem a bit you, as you can see. So there are these two cable runs that are very close to each other running north, south. And we just don't really understand and understand why that, that and why, you know, if there are two cables, can't you just put them in the same place? Um, why do we need to run?

01:20:43:03 - 01:20:43:25

Mr. Griffiths, if.

01:20:43:27 - 01:20:44:26

You could clarify that point.

01:20:44:28 - 01:20:45:19

Please.

01:20:45:26 - 01:21:21:15

Richard Griffiths, on behalf of the applicant. Thank you sir. Um, I can't answer that question. I don't have the electrical engineers here to explain. I do understand, though, that as you'd expect, given it's the pathway up to the substation that there is, um, uh, more cabling in this direction than there would be elsewhere, because it obviously is understandably going up to the substation. So there will be more cabling in this point than elsewhere. So I my understanding, but we will need to take this away as an action to speak to the engineers.

01:21:21:17 - 01:21:54:29

Is that, uh, for a likely worst case scenario, they've shown those two um, because obviously micro siting has not taken place, uh, which would need to be done to identify the corridor and the width of the corridor to take the cabling. And so a worst case, a likely worst case, as has been shown in these plans to show the two runs because of the cabling, but that's all I can explain at this point. I would need to speak to the engineers to understand, but as you can imagine, it's heading up to the substation. Hence there's more cabling here than elsewhere, and I suspect the answer is a likely worst case has been shown.

01:21:55:17 - 01:21:56:02

Thank you.

01:21:56:20 - 01:21:58:16

Mike. All this is subject to micro sighting.

01:21:58:20 - 01:21:59:06

Yes.

01:21:59:14 - 01:22:08:03

Um, an action point for the line five. But if it can be confirmed whether or not there was the potential for a single run that would combine both cables would be useful point.

01:22:08:06 - 01:22:36:27

Richard Griffiths, on behalf. I mean, the order allows for a single run. Um, and, um, it's my turn now to make an assumption. I assume a single Cordova cheaper to install than a double. Um, but don't don't place any weight on that. Um, uh, but we'll speak to the engineers and, um, get the answer, but I suspect it's a worst case scenario on the basis of the micro siting showing you need to have two runs, but I need, as I say, we'll take that wave action as an action point for deadline five.

01:22:37:04 - 01:22:37:28

Thank you.

01:22:43:19 - 01:22:57:18

So I do. I've just been told that actually a single run would be wider, so it might be actually two. Two runs have been showing said be smaller in terms of the construction impacts. So I need to speak to the engineers as to what that shows.

01:22:58:04 - 01:23:16:24

I mean, this may be a point. Again, it'd be worth the two parties discussing. It's probably a wider conversations around all of this, really, in terms of what Prestonpans preference may be, whether one wider corridor or two narrower ones. I mean, there's lots there to discuss and it may be a conversation that's had once you've got your multiple engineers information.

01:23:17:03 - 01:23:17:25

And Richard.

01:23:17:27 - 01:23:42:03

Griffiths on behalf of the applicant. Absolutely. So and of course, the outlying construction Environmental Management plan as we discussed yesterday, emphasize that dialogue. And so the camp will be being worked up in conjunction with the detailed design which enables those conversations to happen. And, and so, um, there is a mechanism already, but we'll speak to the engineers, see what the answer is and give you. Give everyone the answer at deadline five.

01:23:42:06 - 01:23:42:29

Thank you.

01:23:44:00 - 01:23:47:05

Mr. Burton, is that a reasonable approach on that point?

01:23:47:13 - 01:24:34:22

Thank. Thank you sir. James Burton for Preston Farms. Yes, that's that's helpful. Thank you, Mr. Griffiths. And that sounds that that that that's welcomed. We would of course hope that hand in hand. Would that would that would go once the applicant has actually, as it were bottomed out what is actually required. Hand in hand. Would that would go a shrinking of the order of the order land. I think I've got this right. I always get confused, but a shrinking of the order land to actually reflect that to what is strictly necessary, because that would all obviously give us more, more, more comfort and more opportunity to work out what's what's what's left of the of the land.

01:24:34:27 - 01:24:35:13

Um.

01:24:37:24 - 01:24:38:13

Mr. Griffiths.

01:24:38:15 - 01:25:10:18

Thank you. Richard Griffiths on behalf of that. Because it won't there won't be a shrinkage of the order land. Um, the design commitments, um, restrict the final the width of the corridors. So whilst the, um, the rights abroad in terms of the extent of, um, blue land as, as of course, the inspectors appreciate the design commitments, then restrict the final width of the, of the final easement, um, and the corridor to those widths.

01:25:10:20 - 01:25:48:11

So, um, we won't be shrinking the order land. Uh, we can clarify why we've shown two corridors and whether there is the possibility that being a single, I suspect we won't be able to confirm it definitely could be single at this point of the detailed design of the project, but certainly we can explain why it's being shown as double and whether there's a possibility it could be single so that those conversations that can be recorded with then at the detailed design and when we're discussing the project under the requirement of the camp, the dialogue, we can then refine that and with with in conjunction with Preston Farms.

01:25:48:13 - 01:25:51:19

So I think that's probably the process that's more realistically going to happen.

01:25:52:27 - 01:25:53:21

Thank you.

01:25:55:11 - 01:25:58:00

May I just come back on that briefly, sir, please, James.

01:25:58:06 - 01:25:58:21

Yes.

01:25:58:23 - 01:26:36:17

For for a pressing and farmed. Um, I'm slightly puzzled about that approach. And it may simply be, um, ignorance and not really understanding how the, the, the orchard is working, but from, from first principles, compulsory acquisition rights can clearly they can only be sought for what's actually necessary. And if, if, if, if one has a position where what one needs by way of um, acquisition rights is a corridor of a certain width.

01:26:36:19 - 01:27:14:22

Then necessarily one doesn't need the rest of that land to be subject to compulsory acquisition rights. It's not, um, it's not, um, appropriate, frankly, for one to have the DCO grant, compulsory acquisition rights that are broader than are needed and then have them cut down through design commitments, surely that should be very clear on the face of the DCO as to what's being granted by way of compulsory acquisition rights? II submission.

01:27:16:11 - 01:27:25:00

Thank you. And on this point, it might be useful to to address that in your respective statements at deadline six, if that is still a point of disagreement.

01:27:26:03 - 01:27:40:23

So Richard Griffiths, on behalf of the applicant, um, we obviously do disagree, and I'd point Mr. Burton to this way. The development consent orders that have granted, indeed outside the DCO regime that have been granted with this principle. Um.

01:27:41:09 - 01:27:41:24

Uh.

01:27:42:02 - 01:28:13:12

And we've just followed we follow the same principle of of all the days previous development consent orders that have cable corridors, not just for solar but others. What I what I think we discussed this, that at the first compulsory acquisition hearing, um, the applicant, as you can see from the cable corridor itself, it's not a straight line. It is um, it has been designed that has taken into account constraints. Uh, it's narrow in some places. It's wider in others because there's an identified constraint.

01:28:13:18 - 01:28:47:05

What, um, has not happened yet. And indeed, no project at this stage can do is microsite precisely where the corridor will be for that cable. That simply does not happen in projects at this stage, um, Of the evolution of the order. Therefore, it is justified to have the blue land as the width it is on that basis. That is why there are temporary possession powers in the order, as we discussed at the last CA hearing.

01:28:47:07 - 01:29:20:00

That will enable the applicant to go on to the land microsite without taking the without crystallizing the compulsory acquisition powers to use the temporary possession powers. First microsite, identify the the corridor pursuant to the design commitments and then install the corridor, the cable corridor pursuant to the compulsory acquisition of the right itself and that. So the eventual DVD will then stipulate the precise corridor where the right will be taken.

01:29:20:03 - 01:29:52:08

What the order doesn't allow us to do is then install multiple cable corridors through the plot. It's a it's a cable. It's the number of cables for the solar farm. It can't be used for anything else. Um, but that is an established principle adopted by the Secretary of State in numerous decision letters. And that is the justification that is explained in the statement of reasons. Um, so I don't think we need to explain any further, but what we will do for our, as you ask for, for a deadline, six, uh, is on the position of where we are with this particular affected person.

01:29:52:10 - 01:29:59:12

We can repeat that and signpost due to the justification, but it's an established principle and shouldn't be in contention.

01:30:00:14 - 01:30:19:19

Thank you, Mr. Burton. Um, I don't want to go too much further on this particular point, but is there anything else that you wish to raise in relation to either the tenancy or the freehold land that you haven't raised so far that you'd wish to discuss in this hearing, please?

01:30:21:09 - 01:30:29:22

James Burton for Preston Farms Limited, sir. I do, I take it from that that we are drawing to a close regarding my my client.

01:30:30:04 - 01:30:34:12

Yes. Unless you have anything further that you wish to raise, please. Please do. Now's the time.

01:30:34:14 - 01:31:04:28

Fine. Thank you. Well, let me let me just quickly check. Thank you sir. Just just as regards Mr. Griffith's point that, um, every case turn as it turns on its own facts. Um, and I hope it would not be suggested that if an applicant for a DCO, if they if they know, they know where their cable corridor needs, needs to go, then there's no basis that they should have wider powers of compulsory acquisition.

01:31:05:00 - 01:31:20:19

As regards. Right. Um, and but every case is fact specific. There may be cases where um and there are cases where one doesn't know. And the Microsoft thing comes later, but, um, it doesn't sound like this is going to be such case. Um, the.

01:31:22:23 - 01:31:48:17

Points that I, I do want to make, um, as a by way of general points. Um, and I'm making this clear, sir, because I'm assuming that this is this is the moment to make any submissions I have to make regarding the compelling case test is. Yes, yes, yes. So yeah.

01:31:48:22 - 01:31:51:04

This this clearly is the last hearing aside from.

01:31:51:06 - 01:31:51:23

Exactly.

01:31:51:25 - 01:31:57:14

Yeah. Submissions at deadline five six. This this this is the time. So there's anything you wish to deal with on that particular point.

01:31:57:16 - 01:32:40:02

Yeah. Please do now there is of course. So um so that's obviously I'll take it in stages. You're entirely familiar, of course, with the need for a compelling case to be shown, which is written into the statute and section one, two, two in case anyone has forgotten. It then doubled down on in the guidance regarding compulsory acquisition And of course, that requires, amongst other things, you and then the Secretary of State to be satisfied, um, that reasonable alternatives have been fully considered and, and, and ultimately that, that what is being sought is it is necessary.

01:32:40:06 - 01:33:10:18

Um, if, um, if I take it if I take those two points in state, just just in stage as a heading and then I'll move on. Um, it it's, um, practically and a matter of principle. One can't separate reasonable alternatives from necessity. Um, and then from the compelling case in the public interest, and certainly not in this case, but just a by way of a general high level principle.

01:33:13:00 - 01:33:47:09

Um, if there's a reasonable if there's a reasonable alternative that you're persuaded shows that actually or it concerns something that leads you to the conclusion that the full extent of the rights being sought by way of compulsory acquisition or compulsory acquisition powers being sought, are not necessary. Then, inevitably, that tips the balance away from a finding that there's a compelling case in the public interest and as regards the compelling case in the public interest as a matter of principle, you asked it, you asked a question, which is a very valid question.

01:33:47:28 - 01:34:32:01

Um, when one is looking and this is your excuse, two set of questions when one is looking at the public benefits or compelling case in the public interest, when one's looking at the public benefits of the project, what does one do about the about the dis benefits that go beyond the purely private benefit, which of course, of course is the private benefit that gives rise to that need for a compelling case in the first place. Um, You're absolutely right that it must follow that the question of whether there's a compelling case in the public interest requires you to take into account public benefits.

01:34:32:13 - 01:35:09:12

And whether one conceptualizes this as a matter that, um, something that reduces the public benefits. So bringing them down from wherever they sit up here on a positive to to below a notional line, they become negative. Or whether one conceptualize it as a balancing exercise where one has the public benefits of the project and on the other set of scales, the the public benefits of the project probably makes no difference because they end at the same result, which is ultimately is there that compelling case.

01:35:09:14 - 01:35:45:07

And that's what you will keep coming back to. Of course. Now, um, in this case, the position is. And I'll come now to the to the facts of the case. And I know we just we clearly disagree with the applicant on this. And we've been through many of these areas and round some of the houses over that yesterday and the day before session, and got lots in writing on it. But in this case, we say that the position is very clear that there would be considerable public dis benefits.

01:35:45:09 - 01:35:56:21

I emphasize public dis benefits in the event that the project was allowed to go ahead in the precise form as present. And

01:35:58:09 - 01:36:33:21

Mr. Preston has emphasized, I think every time he's come to to to talk to you and give evidence to you that Preston Farms and indeed TCS Biosciences, with whom they are symbiotically linked, don't object to the principle of the project. And you can see just looking at the plans, how how much? In

spacial terms, they're not objecting to even though even though it comes right down into what you know, because you've seen on your site visit is the heart of their holding, they're objecting ultimately.

01:36:33:23 - 01:37:04:00

And this is where they say, and in my submission, the project crosses the line and fails the compelling case test. They're objecting to field A23 being used on a permanent basis. It's it's great that it's not going to be used for a construction compound now. So that's good, good progress. But they're objecting to that being used on a permanent basis for all the reasons that you've heard.

01:37:04:02 - 01:37:39:14

And you know, where that field sits relative to lots of the all the important, many important bits of their holding. You've got the movement plans about that, about that field. Um, and you certainly know if you are persuaded, and I hope you are persuaded that the contamination risks are considerable every time someone comes onto the land, but particularly someone who isn't one of the companies people, that's a that's a big supply chain risk that goes all the way down, down the line.

01:37:39:16 - 01:37:45:08

And that's even separate from the movement, movement issues. So, um.

01:37:47:23 - 01:38:18:28

We've put lots of evidence before you that we don't agree. Clear. The applicant doesn't agree, but lots of evidence before you that explains to you why we are so important for the NHS micro diagnostic bio diagnostics supply chain. We've even given you percentages as regards the NHS and the proportion of its agar plates that our blood product actually provides, which is 60 or 70% or something of that nature.

01:38:19:11 - 01:39:01:04

You've got a in my submission, very powerful letter from the UK Health Security Agency, which is rep for 101. Um, and, um, you should I, I suggest and actually if I, if I may I'm just going to I'm just going to turn that letter up. Um, I can find it. Um, and, uh, and read the final paragraph of that letter, which is, um, so there that say this the supply of blood agar is critical to the UK's public health system, medical and life sciences sectors.

01:39:01:11 - 01:39:42:12

And maintaining a robust UK based production capability is a significant national importance. Therefore, any aspects it has any aspects of the proposed development during its development. Construction and operational phases. That disrupts or adversely impacts the ability of Preston Farms Limited in six Bioscience is limited to provide a go to. The sectors mentioned above is concerning to the UK HSA. I mean that that's the UK HSA that makes clear at the start earlier on the letter, it's not within their remit to consider the impacts to businesses from such proposed development.

01:39:42:15 - 01:40:21:24

And they've clearly gone, by their standards, quite a long way to express their concerns to you. And I suggest that you should be attaching clearly, given their status. Their views carry great weight, just as the views of Natural England or Historic England and so on and so forth would carry, would carry with you. So, um, there is um, and there's a mountain of evidence and, and, in response to Doctor

Morgan's question yesterday, I referred you back to it again about the risks to the product from these multiple pathways presented by via the development.

01:40:21:26 - 01:40:22:13

Um.

01:40:22:15 - 01:40:37:22

Mr.. Sorry. Just just to clarify something you said before. Is it the case that it's it's field E 23 that fails the test, in your opinion, or is there a broader failure across multiple plots of the land where rights and acquisition sorts?

01:40:37:29 - 01:41:09:04

It's it's it's not a broader failure. No. Um, the, um, sorry. Let me be clear. It's it's not it's not it's not every field that's being taken. And, you know, there are many of them to the to the north of it. 23 that we say fails the test. We're just we're what we say fails the test is as the DCO is currently drafted, the you know, the land plans.

01:41:09:06 - 01:41:17:00

The work plans. E 23 is is one the um.

01:41:20:22 - 01:41:21:18

Says

01:41:23:04 - 01:41:38:14

from from the grammar road that is um either side of the grammar road, a permanent operational access for anything other than just going to maintain the buried cables.

01:41:40:09 - 01:41:52:24

And of course, at the moment that's what the DCO allows. But I hear what Mr. Griffiths says, and I hope that that I do hope that that narrows, narrows down. Um, and.

01:41:55:00 - 01:42:03:28

It's difficult because we know that things are we know that things are on the move and it's a moving picture. But as regards the construction access,

01:42:05:18 - 01:42:40:01

if that may, it may. That may end up falling the right side of the line. And that's, of course, just that. I mean, that's different because it's temporary powers but but equally and I and strictly I well I mean temporary powers are still within the scope of this hearing. So as I, as I understand it, because it's still a rights over, over my client's land that that could, it could fall the right side of the line or it could draw the wrong side line, depending on where we where we get to at the moment, it falls the wrong side of the line.

01:42:40:07 - 01:42:43:03

But I hope does that does that help in terms of.

01:42:43:09 - 01:43:02:09

It does. But as you recognize, there is still potentially some movement on this and things to be clarified. And so again, as part of your deadline six note which is, which is growing perhaps if you as a final position, if you could clarify which plots of land you believe fail the test and outline why.

01:43:02:11 - 01:43:25:16

Yes, absolutely. The yes. The plots of Yes. And we're talking here about the plots of land, both in terms of that, the subject of compulsory acquisition and that the subject of compulsory acquisition of rights. Yeah, yeah. And temporary and including temporary rights as, as as a separate category. Just to be absolutely clear across those three areas. Is that right, sir? Yeah.

01:43:25:18 - 01:43:39:27

Yeah. And it'll be helpful as well if that position was also discussed with the the applicant. Of course. So there's some opportunity for the applicant to respond to that point. So there's a common understanding about your respective positions on this point at the close. Mr. Griffiths.

01:43:40:03 - 01:43:57:21

Thank you sir. Richard Rivers, on behalf of that Prince, I think the notes you're asking us were for D6 in terms of the final position. I think on that point, you've just asked for Preston Farms to be useful for us to see that at D5 so that we can respond to their plots by plot analysis by D6. Otherwise, we won't be able to respond.

01:43:58:09 - 01:44:07:11

But that is the point I tried to make with a discussion beforehand. But yes, point taken conscious though there is the meeting that is the day after day five, I think, which is unfortunate.

01:44:07:17 - 01:44:38:25

But I think that there's two kind of separate points here, isn't this? Sorry. Richard Griffiths, on behalf of the applicant, one is the position our respective positions as of the deadline, six which will take into account the meeting of the 30th of September, 30th of um of July. Thank you. Um, and then there's your question just now, which is on a plot by plot basis. So I think that that the note deadline six the plot by plot D5 so that the applicant can respond at D6.

01:44:40:17 - 01:44:47:12

Yeah, I think that I think that's a valid point. If we could action that for deadline. Yeah. By Mr. Preston.

01:44:47:20 - 01:45:19:09

James Burton for Preston Farms. Yes, sir. Um, I think we should be able to accommodate that. And I and I do hear what Mr. Griffiths says, and there's a logical there's there's a sequencing here. I can see that, and it doesn't. It doesn't mean that discussions can't be happening alongside in any event, and I would very much hope that no one would be holding off having valid discussions or meaningful and helpful discussions just because there's a meeting in the diary for the 30th of July and of that nature. Um. Thank you. If I just resume on this though.

01:45:19:11 - 01:45:51:26

So because a point that I, um, I want to address, um, and no doubt and I entirely understand why, um, Mr. Griffiths, the applicant is keen on this point. Um, but I'm not convinced it really goes quite as far as they suggest. And that's the that's the impact for you in terms of the compelling case test of the farm business tenancy being under a under a notice to quit.

01:45:52:06 - 01:46:40:22

Um, there are two headline points I make here. First of all, it's, um, it's it's it's in many senses a red herring. And I'll explain that why that is. But but secondly, um, it's, um, it's actually viewed holistically and in the round, if anything, it's a counterproductive point for the applicant. And I'll explain why that is. It's it's a red herring, because even if the worst happens for my client and the farm business tenancy comes to an end on the 30th of September, which is not the evidence, of course, that you're hearing.

01:46:40:24 - 01:47:11:07

But let's imagine that that happens. They've still got land here, there and everywhere. Subject to compulsory acquisition requests in the DCO. You'll be having to weigh up any in any event, whether or not the impact on them and the role they play in UK public health is a is a countervailing factor when you're asking that question about the compelling case.

01:47:11:15 - 01:47:42:06

But the reason. Second point, that that it is, um, actually counterproductive for, for the applicant. And I see the applicant has been quite understandably walking a delicate line here in the extent to which it relies upon it, is that, um, I said yesterday, no one in this room is born, was born yesterday. It is entirely obvious why it is. The notice to quit has been served.

01:47:42:08 - 01:47:54:18

It's been served for this project, this proposal. Um, it you can and should infer that if the applicant came to

01:47:56:04 - 01:48:36:26

Our way of thinking and decided to take. E 23 out. That would be coming to us as part of a 40 year farm business tenancy offer. And the reason that's relevant to you in the broader scheme of things, of course, is that one cannot one cannot ignore, as a decision maker, the the reality that the reason that Preston Farms and its symbiotic Twin Peaks Bioscience is the reason they are threatened with the loss of this land to which they are only, as I say, objecting to a relatively narrow list of items.

01:48:36:28 - 01:49:07:11

Not by any means. The whole is this project and that asset in its the material consideration. It must sit in that benefit. Benefit benefits, balancing exercise. Even if as an intellectual exercise, It might sit outside, possibly the strict confines of the compulsory acquisition. Compelling case exercise.

01:49:07:13 - 01:49:33:09

There's still, of course, the overall stand back exercise in section 104 of the Act and the balancing. So it's it's it's risky in my submission for the applicant. It's why it's understandably not putting too much emphasis on that. It's just just stress. Look there's a notice to quit because it's obvious that's all happening because of this project. Um, so.

01:49:33:20 - 01:49:34:18

Um, there is.

01:49:34:20 - 01:49:42:24

There a separate point following on from that, Mr. Burton? If so, I'd like to give the applicant a chance just to respond to that point before we move on to the next one, if that's what's going on.

01:49:42:26 - 01:50:11:12

So just I was just going to type, going to tie it up, which is in this in this in this way you should know you should leave this hearing and and and ultimately daft deadline Sixt. When you sit down to write your report. You should know, and I suggest you approach maths on this basis, that if you decide that, um, there um,

01:50:13:06 - 01:50:48:12

there's not a need referenced against the objectives to the project. And we've gone through the, the, the objectives and in the applicant's consideration of alternatives, there's not a need for E 23. You can, in my submission be you can be confident that if you take that out it will come to Preston Farms. You take it out as a minor, um, a story, a minor, as a non-material amendment that will remain capable of being farmed, farmed laboratories by Preston Farms for however many, many decades to come.

01:50:48:14 - 01:51:16:03

And that's and I say the same of the of the Secretary of State. When the Secretary State comes to consider your report, and that is it's a weighty consideration because one is dealing with an operation that is vital. It is vital to you, to UK public health and and other and other nations public health. Bachelet. So that that's that's how I wanted to end that point. Thank you sir.

01:51:16:21 - 01:51:23:12

Thank you. When you say take field E 23 hours, are you talking about both the PV array and the cabling?

01:51:23:29 - 01:51:34:21

Oh, no. So just the PVA. I mean, no, just the PVA. We're just talking about underground cabling that will only be accessed for maintenance. That's that can be lived with. Yeah.

01:51:35:11 - 01:51:45:15

No, thank you, Mr. Griffiths. If there's anything you'd say in response to that. And then this will be the kind of final wrap up on Preston Farms, if that's okay. Thank you.

01:51:46:17 - 01:52:21:04

Thank you, sir. Richard Griffiths, on behalf of the applicants. Yes. Conscious of your time? Um, there's quite a lot there. Uh, sir. So forgive me. Um, as I, uh, try and address all of those points. Uh, and, of course, we'll follow up, uh, further in our written summary of this hearing. I mean, first point to make is that we do not accept, as we've set out in our written submissions, that there is a clear public benefits.

01:52:21:06 - 01:52:32:18

As Mr. Burton put it, we do not accept there is quantifiable evidence before this examination that they, as they have set out, that demonstrates that compulsory acquisition, uh,

01:52:34:09 - 01:53:05:15

should not be granted. As indeed, as we've already set out what we're effectively looking at here in respect of Preston Farms following through when the notice to quit is that we're looking at acquisition of rights. That's the compulsory acquisition, effectively following post 30th September 2026. Whether there's an agreement or not. And I hear what Mr. Burton says, that you should infer that the that that won't be the case even if there isn't an agreement.

01:53:05:21 - 01:53:33:27

The fact is, there's a notice to quit as the as the Clayton estate letter sets out that crystallises on the 30th of September. That means the compulsory acquisition is in respect of rights over the HHA tenancy and their freehold. We do not accept there is a quantifiable evidence before the examination of that regarding the supply to the National Health Service, um, that outweighs the compelling case and the public interest.

01:53:35:15 - 01:54:13:21

The site was chosen partly as a result to limit compulsory acquisition. No site, no reasonable alternative would have resulted in no compulsory acquisition. But this site and the size of the site is low on compulsory acquisition. The main freehold owner. There's an option agreement. There's only two tenancies on that whole of that freehold. Freehold? One is the Claridge's and one is the Preston Estates. The number of affected persons is low in respect to this, and that is because as part of the site selection process, that was also a consideration as well as the environmental considerations that we set out in our site selection report.

01:54:13:23 - 01:54:46:02

And I won't go through that. I've got the relevant expert here, but you've got our evidence before you. The scheme has, of course, evolved following that into the. In weighing up the tests, you have to look at the, uh, those design changes, the mitigation that's before you that reduces any loss on the affected persons. It's just running through them. The removal of the construction compound from E 23, the removal of the Bess from A23.

01:54:46:04 - 01:55:16:22

The removal of the substation from A23. The removal of the construction access from fields SA 35 to SA 45, so it follows a route from parcel two along Gambhir Road. Design changes including 50 metre buffers, a mitigation of packaging, a mitigation package that includes and we're updating the D5 biosecurity method measures the offer of temporary land that we discussed yesterday. The six month advance notice of the programme to enable discussions regarding their fields and their operations.

01:55:17:00 - 01:55:48:17

Um, the active participation in the final Construction Environmental Management plan. The weekly meetings are set out in the construction Access review. The early planting. I could go on. Um, that whole package, uh, is the reason why we disagree about the clear public benefit. And as set out in the

statement of reasons. Um, we make it very clear case as to why there is a compelling case in the public interest, starting with at the top, of course, the United Kingdom's legally.

01:55:50:18 - 01:56:21:11

Binding commitment on decarbonisation. In the letters referred to. I touched on this yesterday. We have never disputed the importance of animal blood donors to the health service, but we know that's not in dispute here. The dispute here is how this project, quantifiable, may affect that. And we, as I've said, we disagree with our position, uh, regarding the, um, point on notice to quit.

01:56:21:13 - 01:56:46:14

Um, I as you expect me to say, I disagree. You've got the evidence before you today from Mr. Mason. This the Claydon Estates manager, a state manager. You've got the letter before you that says that the notice to quit remains in place. Um, if that is post 30 of September 2026. As I said, A23. Uh, we won't we won't need to compost to acquire A23.

01:56:48:16 - 01:57:23:20

Therefore, our position is, uh, it is justifiable for solar PV to be on the whole of A23. Why is proximity to the substation? Uh, it's one of the reasons. It's a good field for 15MW of solar PV. Should an agreement be reached? And in that agreement between the estate and Preston Farms, rights are granted across that field. Uh, for them. Then as we set out yesterday and we saw the applicant will provide an Arc and we're happy to continue to discuss that arc with the with Preston Farms.

01:57:23:22 - 01:57:27:17

The current arc design reduces the megawatt capacity by five megawatts.

01:57:29:27 - 01:57:46:02

That is the position. And that is the evidence that I would submit. You also need to place um, weight on in your balancing, uh, exercise. So, uh, I haven't probably covered all of Mr. Burton's points there, but that's our submission will obviously

01:57:47:21 - 01:58:12:00

follow up further in writing, but we do not agree that there is no case in the public interest. We consider the site for CA on Preston Farms is proportionate. Justifiable following the notice to quit. It will be limited to the compulsory acquisition of rights. And we made further commitments today regarding splitting out their fields to demonstrate the narrowing down of the access. Thank you sir.

01:58:12:02 - 01:58:20:26

Thank you. I think you have previously provided information around the generating capacity of field 23. Haven't you been writing? That was prior to the five megawatt reduction, I think.

01:58:21:12 - 01:58:53:00

Richard Griffiths, on behalf of the applicants. Yes, we I think at the last hearings we said ten. We got 12.5. We corrected that. Following further discussions and we confirmed it was 15MW. And that's a response to question 2.14.7. Um, that's so as it's currently designed, it's 15MW. Should the r as an that's what we're saying is one option. Um, uh, should should the Preston Farms have the benefit of

access rights through re 23? Should the deal be done? Then we're then the arc is, um, we're happy to provide the arc.

01:58:53:02 - 01:59:23:12

The current design of the arc, I understand, is circa five megawatts. The precise calculation hasn't been done, but circa five megawatts. Obviously, there's a commitment to carry on talking about the arc with the Preston Farms. Um, and of course, then you've heard yesterday regarding the fields relating to that mitigation as well. So as you can already hear, the megawatt output of the of this CIP is decreasing from three, three, five down to um, circa 320. Could be even lower. And that has to be weighed up in your balancing exercise as well.

01:59:23:18 - 01:59:25:12

Uh, in terms of the reduction.

01:59:26:22 - 01:59:46:26

Thank you. Perhaps that could be covered in your summary statement in writing. So we've got a update position in terms of the possible capacity of the field. We've got a bigger provider previously and then a potential reduction. But if that could be pulled together in your oral summary, that would be a useful thing to have. Thank you also. Yes. Thank you. Okay. Just conscious of the time. Um.

01:59:49:01 - 01:59:51:25

Mr. Burton? Any further points?

01:59:51:27 - 02:00:23:07

I'll be. I'll be. I'll be so brief, sir. James Burton for Preston Farms. Because I'm also conscious of the time. And I've, of course, conscious. You've read a lot, and you've. And you've heard a lot. Obviously, we don't agree that we haven't demonstrated in spades, uh, what Mr. Griffiths term a quantifiable risk to to public health. Um, and certainly a quantifiable public benefit by raising the impact on public health. I'm going to stress again that although Mr.

02:00:23:09 - 02:00:55:29

Griffiths says to you today, of course, we take terribly seriously the importance of animal donor blood. The applicant, in all its written materials, has relied upon that parliamentary answer given by the Undersecretary for health. And that parliamentary answer on which it rested so much of its case on this aspect is about is founded on the basis for lots of people supply the that blood agar diagnostic product.

02:00:56:01 - 02:01:39:14

And I went over this yesterday and and it's all very well for the applicants. They all know we're taking terribly seriously the importance of animal donor blood. No the applicant isn't because it it can't it hasn't moved on from that point, which is a misunderstanding that we supply 6,070% of just the NHS need, and we're the only supplier in England and Wales. Um, the, um, points regarding E 23 and the capacity this is, this is why I make the submission I do, which I know no counter to this that removing A23, which at the moment, as matters currently stand, is offering.

02:01:39:16 - 02:02:08:20

I think I make it so it's about ten megawatts with the Arc and we've already heard, I think, a suggestion at least, that the applicant will look at further working at that. As regards getting over to the East, you are looking at at most in my submission, ten megawatts in a project that's 30MW plus. It's why I say it's not material and and that I mean at that point I say speak speaks for itself. Thank you sir.

02:02:09:00 - 02:02:14:12

Thank you, Mr. Burton. Mr. Griffiths, I fully understand your response to this. There's nothing you want to say now. Please do.

02:02:14:14 - 02:02:31:10

Thank you. Thank you sir. Thank you for the indulgence. Richard goes on behalf of the applicant. It's 11:30. Um, I mean, the A23 is 15MW. That's a considerable proportion of the, um, of the project. Um.

02:02:33:26 - 02:03:03:27

The arc, uh, will reduce that to five megawatts. We lost circa ten megawatts from further mitigation. That's a 15 circa 15MW already. Simply saying further ten mill. What makes the scheme is acceptable? Um, it's not um, it's not, uh, accepted. And, um, I'm trying to find my MPs, uh, in one. Uh, I can't find it. Um, but paragraph. Paragraph. Sorry. Two.

02:03:07:18 - 02:03:08:05

Um.

02:03:13:03 - 02:03:46:09

I haven't got my MPs. Um, popularly referred to. I refer to my notes, but it's clear in the, in the, in the MPs, uh, regarding, um, uh, reasonable alternatives and, uh, viability, uh, extensive of reduction is referenced in the NPS and the scheme has has gone down and down, and it's now even going down further, as was all of this. And therefore you can't simply say lopping off ten megawatts is not a is easy to do.

02:03:46:11 - 02:03:59:27

We would refute that. A23 is important to this, to the project. We're trying to accommodate Preston farmers through the five through the Arc. But a further loss. We do not see it as justifiable given the land position.

02:04:01:07 - 02:04:19:06

Thank you. Okay. I think that probably draws that discussion to a close for now. And looking at the time, it's probably time for a short break as well. Um, so we have a short coffee break until 1150. So hearing's now adjourned until 1150. Thank you.