



Event Transcript

Project:	Great North Road Solar and Biodiversity Park
Event:	Compulsory Acquisition Hearing 1 (CAH1) - Part 1
Date:	3 February 2026

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FULL TRANSCRIPT (with timecode)

00:00:05:08 - 00:00:39:02

So good afternoon everyone. The time is now 2:00. And time for this hearing to begin. Can I just confirm that everyone can hear me clearly? Thank you. And can I also confirm with the case team that the live streaming and recording of the event has commenced? Thank you. So I'd like to welcome you all to this compulsory acquisition hearing. Um, relating to an application by Elements Green Trent Limited for an order granting development consent for the Great North Road Solar and Biodiversity Park project.

00:00:40:04 - 00:00:57:26

My name is Doctor Andrea McGeehan. I'm a chartered town planner, uh, a planning inspector employed by the Planning Inspectorate. And I've been appointed by the Secretary of State to be the lead member of the panel to examine this application. And I'm going to ask my fellow panel member to introduce themselves, please.

00:00:58:02 - 00:01:08:05

Good afternoon everyone. My name is Graham Hobbins and I'm a chartered civil engineer and a planning inspector. I've been appointed by the Secretary of State to be a panel member for this examination.

00:01:10:00 - 00:01:43:21

Thank you. So together with Doctor Brewer, who can't be here with us this afternoon, we constitute the examining authority for this application, and we will be reporting to the Secretary of State with a recommendation on whether development consent or the Development consent Order should be made. The hearing today will follow the agenda published on the National Infrastructure Planning website on the 27th of January, 2026. It would be helpful if you had a copy of that in front of you. The agenda is for guidance only, and we may add other considerations or issues as we progress.

00:01:44:21 - 00:02:08:27

We'll conclude the hearing as soon as all relevant contributions have been made and all questions asked and responded to. But if the discussions can't be concluded here, then it may be necessary for us to prioritise matters and defer other things to further written questions. Likewise, if you can't answer the questions being asked or require time to get the information requested, then you can please indicate and respond in writing.

00:02:13:09 - 00:02:52:21

This is a blended event comprising an in-person meeting as well as being held on the Microsoft Teams platform. It's being both live streamed and recorded. Those people observing or participating through teams could ask that you stay muted in order to minimize any background noise. If you do wish to speak, use either the hands up function or turn on your camera so that we can see that you in so that we can see that you wish to speak. Please be patient with us as you may not see you immediately. For anyone watching on livestream, can I also advise that when we adjourn proceedings for breaks, you'll need to refresh your browser page to resume watching the hearing.

00:02:55:03 - 00:03:20:20

A recording of today's hearing will be made available on the Great North Road Solar and Biodiversity Park section of the National Infrastructure Planning website as soon as practicable after the hearing is finished. With this in mind, please make sure you speak clearly, stating your name and who you are, who you are representing each time before you speak. The digital recording and notes are the only official recording of today's proceedings.

00:03:22:08 - 00:03:53:20

I'll link to the planning Inspector's privacy notice was provided in our rule six letter. We assume everyone today has familiarized themselves with this document, which establishes how the personal data of our customers is handled in accordance with the principles set out in the data protection laws. As this event is recorded and published, it's important that you do not add information to the public record that you would wish to be kept private or confidential. Your address. For example, please speak to Mrs.

00:03:53:22 - 00:03:56:16

Williams, the case manager, if you have any questions about this.

00:03:58:18 - 00:04:33:26

So in terms of the proceedings this afternoon, we'll look to take a break of around 20 minutes at a convenient time. And we aim to finish no later than 5:00 today. And specifically for those attending in person. Um, can I please ask that everybody turns their their phones and devices to silent? Uh, we're not aware of any fire alarm tests or drills today. So the in the event of a fire alarm, please. And exit by the and the indicated exits and toilets are located out through the double doors at the end of the at the back of the room and, um, and straight through the corridor.

00:04:35:28 - 00:04:43:19

Okay. So I've been provided by the case team of with a list of those people who have expressed a wish to be heard. Today,

00:04:45:09 - 00:05:15:14

I'm going to ask those of you participating in today's meeting to introduce yourselves in the interests of expediency. Could I ask that about any party or organization has more than two people participating this afternoon, but only the main representatives introduce themselves at this stage and then in the relevant part of the agenda. Further representatives can be introduced at the appropriate time. When I state your organization's name, could you please introduce yourself stating your name and who you represent? And could you also please indicate how you wish to address to be addressed, i.e.

00:05:15:22 - 00:05:26:07

Mr., Mrs., miss and so on. So we will start with those in the room please. And and so I ask the applicant to introduce them and that any of their advisors.

00:05:28:24 - 00:05:48:03

Thank you ma'am. Uh Michelle moss I'm a partner solicitor at Eversheds Sutherland advising the applicant principally on compulsory acquisition matters. I know you said only one representative to introduce. What would you like me to? To introduce the rest of the applicants team. Or wait till you join.

00:05:49:28 - 00:05:50:21

Sorry.

00:05:51:02 - 00:05:53:19

Um, yes, that will would be helpful. Thank you, thank you.

00:05:53:26 - 00:06:26:01

Um, to to my writers. Miss Ilona Sarajevo, who's the head of planning at the applicant? Um, then my colleague, Mr. Mansour Grainge, who's a legal director at Eversheds Sutherland. She she will address anything in relation to the statutory undertakers when we get to that part of the agenda. Then Mr. Andrew Prowse, who's a partner at Carter Jonas, who's been advising on land referencing and also the compensation payable for the acquisition of land rights.

00:06:26:16 - 00:06:45:13

I'm taking the order. We've gone. Um, and then Mr. Jim Xer, who's the managing director of Drone Pilot Academy Limited, who may need to support in relation to one of the, uh, representations. And then finally, uh, Matthew Sharpe, who's a senior director at quad.

00:06:49:21 - 00:06:52:12

That's all. Well, thank you. Um,

00:06:54:03 - 00:07:00:02

and then Newark and Sherwood District Council. Anybody know? Okay.

00:07:01:29 - 00:07:02:14

Uh.

00:07:06:06 - 00:07:12:23

And then I think we have, um. Mr. Dixon, do you want to introduce yourself?

00:07:12:27 - 00:07:13:29

Yes. Good afternoon.

00:07:14:03 - 00:07:33:02

My name is Peter Dixon. I'm a barrister, instructed by law on behalf of Mr. and Mrs. Gill and Drone Defense Services Limited. And with me is Mr. Gill in his capacity as Mr. Gill and also in his capacity as a director of drone Defense.

00:07:34:29 - 00:07:39:20

Thank you. And I believe Mr. Northcott wishes to speak.

00:07:41:15 - 00:07:57:00

Yes. Good. Good morning madam. So it's Anthony Northcote, planning consultant. I've been asked to speak on behalf of Pamela Gladwin and Paul Mitchell. Um, Pamela Gladman is here as well with. I'm happy to be addressed as Mr.. Um, we want to speak on item 3.4. Thank you.

00:07:57:26 - 00:08:03:27

Thank you. Um, now, can I ask if there's anybody else in the room who wishes to speak today?

00:08:05:21 - 00:08:27:18

Okay. Thank you. So I'll move on to the virtual attendees. Um, if you are with us on Microsoft Teams today, if you could raise a virtual hand, um, when you want to speak. Um, and then I'll. I'll just run through and invite, um, various organizations to introduce themselves. Do we have anybody from Nottinghamshire County Council?

00:08:31:12 - 00:08:35:03

No, I don't believe so. Um, and then National highways.

00:08:42:07 - 00:08:46:11

Um, Mister Dawkins, I believe you're with us

00:08:48:05 - 00:08:50:15

Virtually. Good afternoon.

00:08:51:08 - 00:09:04:18

Elaine Dawkins, law solicitor for Mr. Richard Gill and Mrs. Gill and. Defence services limited. As you know, they are there in person and counsel Peter Dixon will be making many submissions.

00:09:06:02 - 00:09:07:03

Thank you very much.

00:09:09:12 - 00:09:13:05

Is there anybody else present virtually who wishes to speak this afternoon?

00:09:17:05 - 00:09:20:12

Can't see any. Hands up.

00:09:22:08 - 00:09:26:07

Are there any other comments that anyone would wish to make? Under agenda items 1 or 2.

00:09:29:18 - 00:09:37:14

Okay, if not, then that concludes this item of the agenda and I will hand over to Mr. Hobbins to take us through the rest of the agenda. Thank you.

00:09:38:24 - 00:10:12:01

Thank you. Doctor McGinn, I will just briefly explain the purpose of today's hearing. The application for the proposed development includes a request for an order granting development consent to authorize compulsory acquisition of, an interest in, or rights over land, and temporary possession of the same. The purpose of this compulsory acquisition hearing is for the examining authority to examine the applicant's case for compulsory acquisition and temporary possession, and to invite affected persons and the applicants to make oral representations about those matters.

00:10:13:20 - 00:10:35:18

This hearing will help us to consider whether relevant legal and policy tests applicable to compulsory acquisition and temporary possession proposals have been met. These are solely set out in the Planning Planning Act 2008 and the Department of the Department for Communities and Local Government Planning Act 2008. Guidance related to procedures for the compulsory acquisition of land.

00:10:37:15 - 00:11:11:21

As it is, only these legal and policy tests that we are considering in this hearing. We will not be taking evidence on the proposed developments. Impacts on amenity such as the potential effects of noise, dust or vibration, etc., and any associated mitigation or management measures. As the Secretary of State has no jurisdiction over methods of assessing compensation, all the sums involved those issues are outside of the examining authority's remit. They are wholly a matter for the affected parties and the applicant and will not be discussed today.

00:11:15:03 - 00:11:47:05

Throughout this hearing, we may be referring to several key documents which we may wish to have easy access to. These are so firstly, the book of reference revision three and that's reference rep 2010. The state status Statement of reasons revision two, which is Rep 109, the Draft Development Consent order, which I'll refer to as the DCO or DCO that's provision for rep 205.

00:11:48:01 - 00:11:58:17

The land plans AWP 018 and the Land Rights tracker revision three, which is rep 2013.

00:12:00:23 - 00:12:04:28

There's anybody have any questions about the purpose of today's hearing?

00:12:07:19 - 00:12:12:15

And I see no virtual hands. So I now move on to item three of the agenda.

00:12:15:18 - 00:12:49:10

So 19 3.1. This concerns the applicant's case for compulsory acquisition and temporary possession. So I'd like to ask if the applicant could briefly present and justify your case for compulsory acquisition and temporary possession. And in doing so, could you please include the following? So that would be the identification of power sought in their purposes, any relevant DCO considerations or provisions? How the relevant statutory and policy tests under the Planning Act and Department for Communities and Local Government Guidance would be met.

00:12:50:16 - 00:13:08:16

The applicant's strategy and criteria for determining whether to seek powers for compulsory acquisition of lands, or compulsory acquisition of rights, or temporary possession of land. The consideration of alternatives to compulsory acquisition and temporary possession and human rights considerations. Thank you.

00:13:11:18 - 00:13:48:17

Thank you sir. Michelle Moss for the applicant. Um, I will also cover all of those aspects in, in, in the, the opening, so to speak, just not necessarily in that particular order because of the way they, they weave through to the overarching position. Thank you. Thank you. Um, first of all, sir, just to confirm that the application does include a request for compulsory acquisition in accordance with section one, two, three two of the Planning Act 2008, and that can be found in the application form AP 003 and the relevant cover letter.

00:13:50:00 - 00:14:21:01

With regards to the applicant's land assembly strategy. That has always been, and it continues to be, to seek to agree voluntary agreements, which would ultimately limit and reduce the extent to which compulsory acquisition powers um may need to be exercised. That strategy has been very successful, as can be seen from the Land and Rights Negotiation Tracker, the latest version of which being rep two zero 14.

00:14:21:09 - 00:15:09:18

But it does. Despite that success, it does remain necessary for the applicant to seek compulsory acquisition powers in its order. Firstly, that the order land includes land which is not currently subject to an option agreement. It also includes an unregistered land and interest, that is mines and minerals, where the owner is currently unknown. And whilst there may be a substantial number of option agreements in place to for the project, though, those who are regularly involved in in implementing projects will know that it's not always the case that, um, the guarantees that those option agreements will ultimately be drawn down by their very nature.

00:15:09:21 - 00:15:39:20

There's still further steps to be undertaken to secure the land rights, and breaches of those agreements can happen by landowners. There can be insolvency, there can be other interests, or there can be events such as probate, for example, which can, uh, cause cause delay and obviously unforeseen circumstances. So it's therefore necessary for the applicant to seek, um, to include all of the land it requires in the order, including where Agreement has been reached.

00:15:39:27 - 00:15:48:23

Those agreements contain appropriate provisions so that the landowners know the limited circumstances in which the applicant may need to fall back on those powers.

00:15:50:11 - 00:16:39:23

And furthermore, just regards the overarching need for the compulsory acquisition powers. There are various private rights and other encumbrances which affect the order land, and which could prejudice the delivery or operation of the project. So, with regard to the principal powers and their purposes, all of the land and rights sought, including the powers to temporarily possess land, are necessary for the construction, operation, protection or maintenance of the project, and the applicant has taken a

proportionate approach to the identification of the land and rights required, and that that can be seen from the way in which it's got a number of different types of land rights intervention, so it's not seeking to acquire outright all of the interests in the order land.

00:16:39:25 - 00:16:48:15

There are different measures depending on, um, what what the actual form of development will be or the nature of the use of the right.

00:16:50:00 - 00:17:29:26

That approach to powers is explained in section eight of the Statement of Reasons, the latest version being rep 1009, and read together with the book of reference and the land plans. The. There's an interrelationship which explains how land shown on the plans for acquisition relates through into the the order articles, and I'll just touch on some of those articles. Now the primary authorizing power is article 22 of the draft DCO, which gives the authorization for compulsory acquisition over so much of the order landers may be required.

00:17:31:08 - 00:18:05:23

That's the highest form of power, the highest form of compulsory acquisition intervention, and that correlates with the land that's shown shaded pink on the land plans in which all interests, including the freehold land ownership, are capable of being acquired should the Paris be authorized. And principally that land is needed for for the sort of permanent above ground infrastructure works where there needs to be exclusive control and possession by the applicant. So the solar PV array fields the substations the best, the 400 kV compound.

00:18:06:18 - 00:18:47:04

It's also, um, sought for uh, mitigation work three where there needs to be, uh, sufficient control over the land. And similarly, uh, so that may include landscape planting, for example. And it also includes land required for the recreational permitted the recreational permissive routes which need to be appropriately dedicated for the permissive Use. And similarly, the land is pink, where we've got public rights of way diversions, and there needs to be the relevant consent of the owning land in order to ensure that those diversion diversions can be put in place from a high res perspective.

00:18:49:24 - 00:19:28:00

Moving away from the pink land and and turning to the blue land on the land plans, um, the applicant seeks the power to impose new rights and restrictive covenants over land that does apply to the pink land as well. But but importantly, article 24 of the draft DCO limits the circumstances and the type of acquisition in relation to the blue land to to rights and restrictive covenants. So for the parties whose land is is shown blue on the land plans, that land cannot be acquired outright compulsorily.

00:19:28:13 - 00:20:02:28

The power will only permit the applicant to acquire new rights or restrictive covenants over it. And and the purposes of those powers are principally for the underground cable connections or for access rights for which the applicant does not need for full acquisition powers and how the applicant is approached. This, in common with many orders, is to to draft rights packages to make it clear what the purposes are for which those rights and restrictive covenants can be sought, and the applicants named these.

00:20:03:00 - 00:20:46:21

You sometimes see them called classes, but we've named them for ease of identification as cable rights, cable restrictive covenants and access rights. And they're contained in schedule eight to the draft DCO, which prescribes the purposes and limits it to those purposes for which the rights and restrictive covenants can be taken. And in this instance, restrictive covenants are necessary and proportionate to the requirements of the applicant and the development, and in particular it's necessary to protect the underground buried infrastructure, the cables from activities on the surface land which could damage it, or which could also cause health and safety implications, for example.

00:20:48:22 - 00:21:23:09

Article 23 of the draft order provides for the five year time limit within which compulsory acquisition powers may be exercised, otherwise they will expire. That flows from the making of the order, and that's the standard period. Some projects will seek longer, but the applicant here sought the more standard five years. I would also draw attention to the powers to take temporary possession of land for construction, um, and or maintenance purposes. These are in articles 31 and 32 of the draft order.

00:21:25:04 - 00:22:00:16

The applicant doesn't have any land in the order. Land which is required solely temporarily. So sometimes parties will see land shaded a different color for land, which is only proposed to be used temporarily. That doesn't apply in this case, everything is required permanently. Um, for example, if you take a construction access, it's also needed for the purposes of the decommissioning at the end and would not be suitable, therefore, to limit that to a temporary possession power. Uh, given it's it's need to be used over a circa 40 year period.

00:22:02:00 - 00:22:32:02

However, the applicant does expect to use a combination of temporary possession and permanent powers when it implements the project, and this will enable it to apply those powers in a proportionate way and only burden land with permanent powers, um, where necessary. And the primary instance where this power is likely to be used in Combination will be for the cable corridors where the.

00:22:32:04 - 00:23:07:21

It's not currently known precisely where the alignment of that final cable may be, but the temporary possession powers are very helpful to allow an applicant to go onto a wider corridor, do the work, settle the final layout and design, do the ground investigations, but then only acquire the permanent easement in property terms over that narrower area, rather than having to burden the land permanently with the with the full rights. I should also explain so that there's land on the land plans which are which is coloured yellow.

00:23:08:22 - 00:23:44:05

Um, this is land which is within the order limits and is a and is required for other purposes, whether that's for works or whether there are other parts of the order which affect it, such as highways, powers, but for which no land rights are required. So typically this this is land which is already public highway where there may be some highways works such as the creating of passing places, or they may be articles such as the traffic regulation measures which apply to it.

00:23:44:07 - 00:23:56:05

So it needs to be in the order. But from a land rights perspective, the applicant doesn't need to acquire a private right of access when it can drive along it in the same way as as other members of the public.

00:23:58:21 - 00:24:36:24

Touching on some of the other related powers, um, for compulsory acquisition, which do have an impact on on private rights. Article 25 private rights over land enables the the extinguishment of private rights when land is being acquired, to ensure that it's not the development, either its construction or its use. It's not impeded by private rights. Article 28 contains a similar power relating, but this is to override or suspend private rights when land is being used for activities under the under the order.

00:24:37:06 - 00:24:49:15

Both of those rights, both of those articles carry the right to claim compensation. Should parties have, um, have an impact from the, uh, from the operation of those?

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We've there are powers in relation to the order relating to statutory undertakers. Article 33 enables the land, enables the applicant to to acquire statutory undertaker land where justified and also to to move divert apparatus, for example. But the exercise of these powers are very tightly controlled in accordance with the protective provisions in schedule 13.

00:25:19:08 - 00:25:52:03

And finally, on the list of articles, I would just mention article 36, which includes provisions that are commonly referred to as the mining code. And we do have mining, mines and minerals interests in the order. Um, the effect of the incorporation of these provisions means that should somebody serve notice on the applicant seeking to extract or win and work the mines and minerals, the applicant can can implement a procedure to effectively veto that subject to compensation.

00:25:52:05 - 00:25:59:27

But what it's not doing is seeking to actually acquire the mines and minerals themselves. That would have to be through all the processes under that procedure.

00:26:02:17 - 00:26:37:20

So turning to the statutory tests, the principle test for the justification of compulsory acquisition powers is contained in section 122 of the Planning Act 2008. And the land over which powers of sort must be either required for the development required to facilitate or be incidental to that development, or b replacement land to be given in exchange. Um, the latter relates to special category lands such as open space, and there isn't any of that land in the order. Um, and just to confirm that, because I think I saw a reference to section 132 in the agenda.

00:26:37:22 - 00:27:16:13

Um, we don't have any any special category land. In all circumstances, there must be a compelling case in the public interest for the land to be acquired compulsorily. The applicant confirms that all of the land, all of the order lands subject to the powers of compulsory acquisition, is required for, or is required to facilitate the development. Appendix one to the Statement of Reasons has a detailed plot

by plot. Um, an explanation of the works for which a particular land parcel is needed, and whether it's for acquisition powers or a particular rights package out for it.

00:27:16:19 - 00:27:21:23

Um, and no more of the land has been included in the order than is reasonably necessary.

00:27:24:16 - 00:27:46:21

The statement of reasons sets out the applicant's justification. So this goes to the compelling case in the public interest aspect of the taste test. Um, and in doing so has regard to the compulsory acquisition guidance. The um guidance specifically for the 2008 act that was adopted in September 2013, I think it was now.

00:27:49:11 - 00:28:19:09

Just drawing on that in a in very summary terms, um, firstly, the planning statement. Rep two zero 17 provides detailed of the need for the development, clear policy requirement for it in the relevant national policy statements and of the overwhelming positive benefits that will be generated by the delivery of the development that accords with the tests in paragraphs 13 to 14 of the compulsory acquisition guidance.

00:28:20:25 - 00:28:56:06

the applicant has set out a clear and specific proposals for how the order land will be used. Paragraph nine of the guidance. The applicant has undertaken a robust and thorough site selection process, which has been informed by environmental and topographical and other considerations. This has set out more in more detail in chapter four of the Environmental Assessment, which also does give consideration to the alternative options that were, um, considered both regards to the type of project and its and its spatial extent.

00:28:56:16 - 00:29:38:22

That consideration of alternatives, which is required by paragraph eight of the guidance, um, is also set out in a little more detail in section 710 of the Statement of Reasons, which explains how the applicant has had regard to particularly to consultation and landowner engagement Feedback and has made chess changes as the project design has evolved. For example, reductions in the order limits the setback of um solar panels and development away from um residential areas, and the introduction of requested mitigation.

00:29:39:13 - 00:30:21:11

So the location of the and the extent of the land and rights has been carefully considered and designed with a view to take the minimum amount of land required, while still ensuring that the development can achieve the benefits that its and its objectives align with policy. Importantly, there aren't any modifications or alternatives that have been proposed by others which would avoid the need for compulsory acquisition powers. We don't have a situation where somebody has put forward alternative proposals that, if XYZ or is agreed to, would would lead to an agreement being reached and would mean that land would wouldn't need to be compulsorily acquired.

00:30:22:25 - 00:30:49:12

Turning to human rights. The proposed interference with private rights is for a legitimate purpose. It accords with national policy as required by paragraph eight of the compulsory acquisition guidance. Section 13 of the Statement of Reasons explains how article one of the First protocol to the European Convention on Human Rights and article six and eight of the Echr have been considered.

00:30:52:01 - 00:31:25:17

Very much so. This explains how the benefits and outputs that will be delivered by the development are considered to outweigh the private loss that would be suffered by those whose land or interests are proposed to be acquired or interfered with. And that's paragraph 13 of the guidance. The applicants also had regard to the public sector equality duty in section 149 of the Equality Act 2010, because the Secretary of State is decision maker will be required to have regard to that duty when determining the application.

00:31:25:19 - 00:31:44:16

So to assist the decision maker, the. The applicant has submitted an Equalities Impact assessment app 3 to 8, and that concludes that there are no anticipated disproportionate or differential effects on persons who share protective characteristics as defined under that statute.

00:31:47:16 - 00:32:22:22

In the funding statement app one for three. I don't think that's the correct reference. Apologies. Um, an explanation has been provided as to how it's expected that the construction of the proposed development and the acquisition of the land and rights over land will be funded. Um, it also explains how compensation arising from the acquisition of land through the exercise of the powers would be would be funded through the applicant and its and its parent companies.

00:32:23:27 - 00:32:55:14

This is required by paragraph 17 and 18 of the guidance and subject to the making of the order. There are no known impediments to the delivery of the scheme, um, which is a requirement of paragraph 19 of the guidance. The applicant has secured good connection with Niso. That's explained in the grid connection statement. Rep 1048. And the applicant is not aware of any reason why any of the other consents and licences that are referred to in that in the Register at rep 144 will not be forthcoming.

00:32:57:22 - 00:33:18:05

The applicant is committed to securing the necessary land and rights required for the development by agreement, as required by paragraphs 24 to 26 of the guidance. As I mentioned, it has secured adoption agreements over the vast majority of the order land and it's committed to securing the remaining land and rights by agreement wherever possible.

00:33:19:28 - 00:33:33:14

Accordingly, the applicant firmly believes that the inclusions of powers of compulsory acquisition and the draft order for the development meet the conditions of section one, two, two and of the guidance, and submits that the DCO should be should be made including them.

00:33:35:29 - 00:33:54:20

So I can touch briefly on, I think the remaining aspect of the list and the agenda item is statutory undertakers. Um, in the sense of the overarching tests, you may wish to leave detail to the the later agenda item. Um, however, you would prefer.

00:33:55:20 - 00:33:57:29

Um, that you explain that now. Yeah.

00:33:58:08 - 00:34:38:00

Thank you. So section one, two, seven of the Planning Act 2008 is engaged where land held by statutory undertaker is proposed to be acquired in that respect. So for example, that would be pink land on the order. All new order plans. Land plans? Um, the applicant does not. The application does not contain any such land. So section one, two, seven, one and three are not engaged in this respect. Section one two, seven five is engaged where the applicant seeks new rights or restrictive covenants over land belonging to a statutory undertaker.

00:34:38:02 - 00:35:03:22

So blue land for example, um, and the key consideration where that arises, um, is whether the test in section one, two, seven, six is met, i.e. can the right or restrictive covenant be purchased over that statutory under the taker land without causing serious detriment to that undertaking? Section one, two, seven, six is engaged by the order

00:35:05:10 - 00:35:37:07

because there are new rights and restrictions over land belonging to n get um. They comprise plots one nine, which is sort for cable rights and restrictive covenants. And plot 111 just sort for an access. Right. Uh, the applicant has an option agreement in place with n get, which governs those, um, the provisions and how, um, and how land may, may be acquired in relation to that land.

00:35:37:09 - 00:36:00:26

So it submits that there is no serious detriment to, to and get as a result of the retention of that land in the order, and it's retained in the order in that respect, in the event of any third party interest that need to be need to be dealt with. Nor has anger raised any question of detriment in its representations in relation to those parcels.

00:36:03:10 - 00:36:38:03

Section 138 is engaged where um, the relevant rights or relevant apparatus belonging to statutory undertakers, which may need to be removed or those rights may be interfered with pursuant to relevant provisions of the order. As I said earlier, this is subject to the protective protective provisions in schedule 13 to the DCO. We do have undertakers with relevant rights and relevant apparatus. Um, my my colleague went through those this this morning in the DCO hearing.

00:36:38:05 - 00:36:43:03

I'm happy to, to repeat them, but I don't think any of the bodies are, are here.

00:36:43:10 - 00:36:44:24

No, that's that's fine. Thank you.

00:36:45:10 - 00:36:55:28

Um, but for the avoidance of doubt, the applicant submits that the protective provisions in schedule 13 provide the necessary protection for those relevant rights and relevant apparatus.

00:37:00:14 - 00:37:00:29

Thank you.

00:37:03:27 - 00:37:19:04

Thank you very much for that summary. Um, so I'm just going to pick up on a couple of points there and a few things that you've made mainly also from my own understanding to sort of clarify in my mind your approach to, uh, compulsory acquisition. Um, I'll just go through.

00:37:23:01 - 00:37:46:26

So firstly, just a quick question where you explained about lands that would be subject to temporary possession and then compulsory acquisition of rights. Obviously when you're acquiring those rights then could I just clarify that that would still be through voluntary agreements after after temporary possession or seeking voluntary agreement in the first in the first instance.

00:37:48:01 - 00:38:30:22

So yes. Yes. That's correct. Um, very much the, the, the agreements with landowners can constrain the operation of powers. So this this is only necessary in scenario where there's, there's, there's failure. Either we've not secured those agreements or there's been a failure of them. But what what that approach to the powers does is, is in a sense mirrors the structures of the option agreements. It's so it's something that's, um, readily stood by, understood by parties who are affecting it, that you can often go on and do so much of, uh, preparatory works or surveys or works under option and then over a wider option strip and then draw down your final permanent rights over a lesser area.

00:38:30:24 - 00:38:41:10

So, um, the combination of those powers and how the applicant is likely to use them if it needs to, mirrors the private treaty approach so far as possible.

00:38:41:12 - 00:38:52:08

Okay. Thank you. And that allows you then I think, like you've alluded to, to do things like survey works or sort of further narrow down where you need, uh, specific, uh, parcels, let's say within the parcel.

00:38:52:10 - 00:39:25:25

So certainly. So by way of example, with the, with the cable corridor, there's, there's, there's an area that's, that's um, I think up to approximately 60m wide as to where those those words can take place. They'll need to be a working corridor established within that which will be narrower. And possession may be taken of that, um, whilst it's whilst the applicant is establishing the final layout for those narrower rights that might be over, say 15m in due course. So it allows you to reinstate the land that you no longer require.

00:39:25:27 - 00:39:49:29

Once that construction work has finished, um, and there's provisions in, in article 31 which, which contain the detail as to how those reasons that reinstatement must be done. And then there's a time period within which the applicant must use its compulsory acquisition powers if it needs to do so. And that's within one year of having completed the purpose for which it took temporary possession.

00:39:50:03 - 00:40:22:14

Okay. That's clear. Thank you. Um, so I'll come on now just to, um, note some of the tests that we alluded to earlier as well. So firstly noting that biodiversity net gain isn't currently requirements for nationally significant infrastructure projects under the provisions of the Environment Act 2021. Would you just be able to further justify, um, you know, in the case of land earmarked for biodiversity and ecology enhancements, would you be able to just further, perhaps justify that compulsory acquisition of that land?

00:40:24:21 - 00:41:05:08

That's already gone? Um, certainly. So the the land that's required solely for enhancement. And in this respect, I say that because quite a lot of the land will have a mitigation function. And then there may have been the opportunity to, to weave enhancement in. So if it's landscaping, for example, that's, that's not um, solely being land, for example. Um, it's going back to land in the order that is solely for biodiversity enhancement, which for example, might be new areas of woodland, arable planting or land that's going to be retained as, as.

00:41:05:10 - 00:41:35:27

Arable or the community orchard. All of that land is under a signed. Concluded option agreement, with the exception of one parcel where the option terms are. Agreed. Including the form of document. Um. But if completion is delayed whilst tying up. The completion simultaneously with an agricultural um tenancy. So all the land has been agreed uh, for for the biodiversity net gain.

00:41:36:00 - 00:42:06:17

Um, in that respect, that's not to say that it's then not appropriate to still ensure that that land can actually be delivered and drawn down, because were those option agreements to to fail, the applicant would be in a position where it can't comply with the commitments and requirements of the order. So it is necessary and justified to enable to retain the compulsory acquisition powers over that land to ensure that it can comply with requirement eight in the development consent order.

00:42:06:19 - 00:42:16:03

For example, if for some reason something happened, it would require a fundamental alteration to the scheme which would prejudice its ability to come forward.

00:42:16:06 - 00:42:35:21

Okay, so if I'm correct in understanding so you're saying that, you know, essentially the proposed development has a commitment to develop, develop or deliver, sorry, biodiversity net gain. And that's set out as far as I'm aware in in the DCO. So you're saying that that land then is required to deliver that commitment.

00:42:35:23 - 00:42:58:28

Certainly, yes. The applicant is bound by that requirement. It's a fundamental part of its overarching strategy. It comes through the Olymp at the moment. Um, but then there are further requirements as to how that's going to come forward. And if the applicant was unable to secure that land for some reason, it couldn't comply with and meet the obligations in the order.

00:42:59:01 - 00:43:00:04

Okay. Thank you.

00:43:04:11 - 00:43:36:17

Um, and then I'll just clarify my understanding of some of the powers that you're seeking as well. And I think, uh, specifically here. So in the statement of reasons, um, you've set out in paragraph 8.9.4, um, where you've got lands shaded yellow in different colors. Um, so that land, I think you've explained this as well earlier than that land is that, um, land where you wish to acquire essentially interfering with other rights? I think, like you said, on highways land, for example, um, where there's traffic regulation measures.

00:43:36:19 - 00:43:43:09

So essentially you're wanting to interact with those existing rights but not seek them, um, to acquire them.

00:43:44:13 - 00:44:24:03

So there's, there's there's a couple of aspects to that. One is because the order limits. So the, the the boundary, the red boundary, um, covers lands such as the highway stretches for the purposes of other articles in the order. So whether that's for the purposes of securing development consent for the works or it's for, um, you know, there's a there's a diversion or the other powers in the order, and therefore we have to show on the land plans, the, the entire order limits and show land, which is proposed to be used by, you know, in accordance with the provisions of the order.

00:44:24:09 - 00:44:57:13

But there's no positive compulsory acquisition power sort over it in that sense. I mean, the, um, powers in article 22 for compulsory acquisition power in article 24 for compulsory acquisition of new rights. Nor the temporary possession articles don't apply to it. The power in article 28 for the interference with private rights, the overriding of private rights during an authorized activity would still apply to the yellow land.

00:44:57:21 - 00:45:02:11

So that's the residual land aspect that could still apply to the yellow land.

00:45:02:15 - 00:45:03:17

Okay. Thank you.

00:45:11:11 - 00:45:41:16

Again, just to further my own understanding. So because I know some of this land, I think it's work number six with the connection into the National Grid substation. You also have work number seven, which I think is quite similar, but that would allow you to connect to the, um, substation of the Bess.

That's a different type of right sort. And I just wondered, is that related to the kind of work that you're undertaking, or is it perhaps why is that difference? Why that difference is there?

00:45:43:15 - 00:46:15:10

So at present, the the type of land right sort over those parcels are the same. It's the same cable rights and restrictive covenant. Um, that I think there's there's a difference in what the actual works might involve. But but fundamentally, they still come under the concept of a of a of an easement for electrical infrastructure. So there's the land rights are, are identical. But the particular description of the works differs between the two.

00:46:16:09 - 00:46:17:12

Okay. Thank you.

00:46:20:00 - 00:46:35:19

Okay. Well I have no further questions for Mrs. Moss. So I've just come to the room and ask if anybody has any questions or comments on what we've just discussed there, please. Okay. Thank you. Okay. I can't see any virtual hands or anybody.

00:46:35:21 - 00:46:37:01

I'm sorry. I do have one.

00:46:37:05 - 00:46:37:28

Please, Mr. Dixon.

00:46:38:09 - 00:47:10:22

If I may raise it, uh, Peter Dixon, on behalf of Gill and Drone defense, it's just just two points. Uh, that Ms.. Moss made. One was about the general strategy as towards acquisition. And I think it is fair to say that the strategy of, um, attempting private treaty negotiations and agreements in preference to the use of compulsory powers has not applied in the case of private rights.

00:47:11:25 - 00:47:18:16

So in the case of my client, there's been no proposal to acquire the private rights that it is proposed to extinguish.

00:47:21:00 - 00:47:42:25

Whilst the freehold interest land that we're particularly concerned with may be the subject of an option agreement, of course, by private treaty, if that land was acquired, it would be subject to the private rights. Private rights exist independently. And there's certainly been no proposal other than in reliance on compulsory powers

00:47:44:21 - 00:48:16:27

to acquire those private rights. Um, the other comment is in relation to alternatives. It was said no alternatives have been put forward and that may be a question of chronology. And possibly that's the issue, because certainly at my clients have suggested that if a solar PV was excluded from plot 1516, that would go a long way to meeting their objections, whether that's properly classified as an alternative or not, I'll leave it to you.

00:48:16:29 - 00:48:23:27

But certainly that option of an amendment to the scheme has been canvassed by my client.

00:48:25:10 - 00:48:44:15

Thank you. And I think we will obviously be discussing some of the some of those elements slightly later in this hearing, but some and noting that as well. Is there anything that the applicant would like to say now with regards to those those points raised there? Um, noting that we will obviously have a more detailed discussion, um, later.

00:48:46:03 - 00:48:51:04

Thank you. So I suggest we pick that up in the context of the the later agenda item.

00:48:51:06 - 00:48:52:09

Okay. Thank you.

00:48:59:27 - 00:49:30:03

So I now move on to item 3.2, which is a site specific representations from the applicant. Um, and I'm aware from the applicant's submissions that you are actively in discussions to try and secure the rights that you would like to need through voluntary agreements. Um, so we're just asking for a general update on on how these discussions are progressing. Deadlines for conclusions. Um, and then obviously any specific issues where there is a recurrent problem in moving towards an agreement. Okay.

00:49:32:11 - 00:50:04:20

Thank you sir. Michelle Moss for the for the applicant. If, um, I'll, I'll deal with this by reference to the land and rights negotiations tracker. Um, which I don't know if we were able to get that one at that one up, because I think it may help, just do with it having the different colors on it. But from from an overarching perspective, there are 23 completed option agreements for lease.

00:50:04:29 - 00:50:48:21

Um, for land within the order land. I should just say it's not very easy to then count up all the rows on the land rights tracker. And the reason for that is because of the the way the options are concluded. They may draw multiple parties and multiple plots into one agreement. And so it doesn't correlate with one row for one agreement, so to speak. But but fundamentally there are there are 23 which have been successfully secured. And they're shown green on that land rights tracker. There are two which are in their final stages and which are amber, the first ones at rows 3336 to 40.

00:50:49:09 - 00:51:25:08

Um of the of the land Rights tracker. Um. This is one single option covered by several rows. This is the the land that I referred to in the context of the discussion regarding being. So, um, for which the option itself is agreed. The terms are agreed, it's ready to be completed, but there's a farm business tenancy and the documents all need to complete together and that that that farm business tenancy is not, not yet, um, resolved, but it's expected to be completed, um, before the close of the examination.

00:51:27:11 - 00:52:03:13

The, the next uh, party, if we go down to rows 43 to 45, and it also appears later in 72 to 74. But again, this is a single, uh, agreement with a single entity. This one. The commercial terms have been agreed that this land required for the substation and the and the best um the documents are in very advanced state. Um and it's these agreements are expected to complete before the before the close of the examination.

00:52:04:09 - 00:52:13:19

The, sir, is the land that is subject to the option to to one of the parties. We've made a relevant representation, McGeorge limited.

00:52:16:15 - 00:52:47:27

And then finally, there are a number of roads in the land rights tracker for which, um, options for easement are in negotiation. Um. Uh, ro 49. Um, that is the only one that may not complete before the end of the examination. As far as the applicant's concerned, that one unfortunately is is on is delayed due to probate. Um, the the others. Row 50. Row 51 to 54.

00:52:48:09 - 00:53:06:20

Row 55 and 72. The commercial terms are either agreed or there's heads of terms been signed, and they're all expected to be completed before the examination. So very much expect a number of those remaining amber rows to be to be turned green.

00:53:10:22 - 00:53:12:06

Okay. Thank you for that. Thank you.

00:53:14:25 - 00:53:47:08

Okay. I have no questions on this agenda item. So I propose that we move on now to item 3.3 then which will be the site specific representations by affected persons. So let's give people a chance in the room to speak. So so far we have um Mr. Gill and Mr. Dickson obviously for joining Defence Services and you've indicated like you'd like to speak today. And then I note obviously that we have Mr. Northcote, um, Miss Gladys Gladman who'd like to talk as well after that. So if I could first come to, um, it would be Mr.

00:53:47:10 - 00:53:51:00

Dixon or Mr. Gill who will be speaking.

00:53:51:04 - 00:54:07:07

Well, it's going to depend on what's most helpful to you. Okay. Um, what I can do is, I suppose, set the scene. But if you have questions or the information you require, particularly about the drone aspect, then Mr. Gill is definitely your man.

00:54:07:09 - 00:54:11:25

Okay, that's that's helpful. Yes. I will have some questions. So, um. Yeah. Thank you.

00:54:15:00 - 00:54:25:12

Well, by way of setting the scene, uh, Mr. Gill and his wife are the registered freehold proprietors of a property.

00:54:27:10 - 00:54:28:28

And, uh.

00:54:31:19 - 00:54:39:20

His company, Drone Defence Services, have a contractual license to occupy the farm property.

00:54:42:07 - 00:54:45:00

By virtue of a transfer

00:54:46:24 - 00:55:19:22

dated the 30th of September 1998. The property has the benefit of some rights over adjoining land, which includes plots 15, 16, 15, 17 and 16 one within the order land. And what those plots are proposed to be used for are a mixture of mitigation and also, in the case of plot 1516, the construction of solar PV itself.

00:55:23:12 - 00:55:25:20

The right which.

00:55:28:07 - 00:55:30:13

Mr. Girl's property enjoys

00:55:32:03 - 00:55:44:06

are the right for the passage of services through service installations On what I'm going to call the order land, but it's on those three parcels.

00:55:46:26 - 00:55:58:26

Together with the right to construct new service installations on that land. And so, in other words, to use service installations that are there or alternatively, to construct new ones and use them.

00:56:01:03 - 00:56:15:29

The latter right is exercisable within a perpetuity period of 80 years from the date of the transfer. Plainly, once the installations have been constructed, they can then be used permanently.

00:56:22:02 - 00:56:52:03

The development as currently conceived conflicts with those rights at both physically because of the construction of solar PV infrastructure so as to prevent them from being exercised, but Legally because the rights would be extinguished in their entirety in reliance on article 25, or alternatively, they'd be overridden in reliance upon article 28.

00:56:59:27 - 00:57:04:20

That's important, given that what the rights are

00:57:06:18 - 00:57:14:05

the property, both in 1998 and now is entirely off grid.

00:57:15:21 - 00:57:27:01

It has its own water supply. It has its own energy generation. It has its own facilities for dealing with feral sewage. It's entirely off grid. And.

00:57:30:14 - 00:57:53:18

When Mr. and Mrs. Gill acquired the property, which they did in 2023. One of the difficulties they encountered was the attitude of traditional lenders, traditional mortgage lenders, to properties of that kind. And indeed they had to. They had to rely on non-traditional mortgage lending in order to acquire the property.

00:57:55:08 - 00:58:28:21

So the potential to construct service installations so that the property is not off grid is a significant advantage. It's a significant benefit, even though there's no immediate need to fall back on those rights, because the property has currently satisfactory services, the ability to provide services in the future is plainly important.

00:58:32:15 - 00:58:35:26

As to the character of those writes.

00:58:38:23 - 00:58:46:29

It perhaps helpful important to understand what service installation. Service installations mean for the purposes of the grant.

00:58:49:06 - 00:59:02:17

Because as far as the grant. Is concerned, those things are media laid or constructed on, under or through the order land.

00:59:04:20 - 00:59:14:15

Through which services, including water, soil, gas, electricity and other services are conducted.

00:59:17:06 - 00:59:23:17

Now, in response to my client's representations, what the applicant has said

00:59:25:02 - 00:59:55:11

is that they interpret those rights as being limited, or at least qualified by the use of the property as a dwelling, but there is no such limitation in the express terms of the grant. There is no covenant restricting the use of the property only to residential use or any other use. No restriction as to the interpretation of the rights is therefore to be implied. There simply rights for the benefit of the property and.

00:59:57:25 - 01:00:03:18

Nor are the rights limited as far as the class of services is concerned.

01:00:05:15 - 01:00:39:28

They do water, soil, gas, electricity and as I said, other services through drains, channels, sewers, pipes, wires, cables, watercourses, gutters and other conducting media. If you can conceive of other conducting media beyond that long list, as well as ancillary and connected equipment and construction work. So what I'd submit is that far from being narrow, the term of the grant is very, very wide. and the right granted in those terms are exercisable across the whole of the adjoining land.

01:00:40:00 - 01:00:56:01

They're not by reference to a single defined services corridor, for instance. So they give considerable latitude to the owners of the property to lay service installations where they need them

01:00:58:01 - 01:00:59:24

at. So.

01:01:02:05 - 01:01:07:00

Those are significant things to be taken away by compulsion,

01:01:08:27 - 01:01:15:15

because they would leave the property with no route under its own control.

01:01:17:22 - 01:01:30:00

To alternative to main services other than and it's important that I'm clear about this other than in a southeasterly direction.

01:01:31:16 - 01:01:43:23

These rights apply essentially to the south in a south westerly direction. Property does benefit from equivalent rights in a south easterly direction.

01:01:45:12 - 01:01:51:19

It just so happens that all of the locations that one might want to plug into, in terms of.

01:01:54:03 - 01:01:57:21

Main services happen to lie to the south west.

01:02:07:21 - 01:02:52:03

If they say, well, there's a hypothetical things, there are things that may or may not arise in the future. The property's coping at the moment without access to main services, but there are immediate requirements connected with the particular use that Mr. and Mrs. Gil, maker of the property Through their relationship with Drain Defence Services. And Mr. Gilpin explained the details of that far better than I can. But the essence of it is that the property is being used to prove a domestic drone based security system, and claims Mr.

01:02:52:09 - 01:02:58:01

Gill can explain what that entails. And in connection with that.

01:03:00:21 - 01:03:04:22

It is proposed to lay cables directly across

01:03:06:07 - 01:03:07:10

these plots.

01:03:09:19 - 01:03:14:09

In order to provide a power supply to a.

01:03:16:23 - 01:03:53:18

Cabinet on land immediately beyond the borderland, where there's some equipment that's used in conjunction With that proving operation. And if that happens, then by the time. Indeed, long before any development is actually carried out on the order land where the order to be confirmed, there would be service installations in the order land, which by virtue of this order, if it was confirmed as applied, would be extinguished.

01:03:54:20 - 01:03:55:05

Yes.

01:03:56:18 - 01:03:57:08

So

01:03:59:00 - 01:04:03:23

these are real issues, not hypothetical ones.

01:04:05:20 - 01:04:16:21

It appears as if the significance of these potential impacts has been overlooked, or at least underestimated by the applicants until now.

01:04:19:03 - 01:04:24:29

It's fair to say that last Thursday there were some discussions about.

01:04:27:00 - 01:04:49:10

At what might be done by way of accommodating services over the property. And I simply make this comment because the applicants will explain their thinking themselves. It's very difficult to reconcile the proposed development with rights that are so broadly expressed and that extend over such a broad area.

01:04:51:11 - 01:04:51:26

Um,

01:04:53:20 - 01:05:06:05

because a, a defined, a narrow defined channel is no compensation for rights that are so broad and so spatially extensive.

01:05:07:27 - 01:05:20:20

So I don't know if it'd be helpful, sir, if Mr. Gill just said something about the drone flying operations at this stage so that you have an understanding better than I probably conveyed as to what they involve.

01:05:21:00 - 01:05:59:12

Okay. Well, before before you, um, explain that, Mr. Gill, I just had a couple of questions about the easements, um, in relation to your property first, and then I'll hear from Mr. Gill and obviously come back to the applicants as well. Um, and again, mainly to clarify, I think you have obviously explained what the easement is for. Apologize if it is a bit simplistic questions, but can I can I can confirm if there are actually services that's already in existence on the plots of land concerned? Or obviously is this easement, as you've said, it's obviously for the future, um, future installation, but is there anything existing in the land or is there.

01:05:59:14 - 01:06:07:20

No, nothing at all. And this is for the hypothetical situation where you would be bringing in services such as water, gas, who are.

01:06:08:24 - 01:06:33:03

There are currently no services laid in the land. It appears as though that was the case, um, in 1998 as well as it happens. Um, but as I've said, the intention is to lay some soon, albeit one single table. Uh, and um.

01:06:33:15 - 01:06:42:04

And so that that intention is. Are you referring now to the equipments for the drone testing or is this for something else?

01:06:42:08 - 01:07:12:16

Uh, no. The cable would provide power from the property to the cabinet. Okay. That is used in conjunction with the drone testing, which in turn is, uh, connected with the residential use of the of the property. Okay. The nature of the system is it is a domestic system, um, albeit suitable to particular types of property.

01:07:13:18 - 01:07:17:23

Uh, which is the point at which Mr. Gil's your your man.

01:07:18:26 - 01:07:49:24

Okay. Thank you. Um, and then you've explained there about where the services are essentially where you would. As I'm talking here about the domestic services such as gas, electric, so and so were you saying if I'm to to confirm again that, you know, the service is principally are located in the south west of the property? Um, and that is where you would hypothetically be seeking to connect to if you needed to. It's a future date.

01:07:51:00 - 01:07:53:03

Okay. So I'll let Mr. Bill explain.

01:07:53:05 - 01:07:58:10

Okay. Thank you. Okay. Thank you. Mr.. Gill. Owner occupier.

01:07:58:12 - 01:07:58:27

Counsel.

01:07:59:21 - 01:08:00:08

Uh, the.

01:08:00:10 - 01:08:34:26

We have one route available to us for dedicated services to the property. And that's 1.7km to the south west of the property. We have no rights to the north. Um, as Mr. Dixon mentioned, uh, our plant room is in the north west of the property. Um, so our route, our only viable route out of the property, is west into the or the land, and then directly south to, um, to public land on Mill Lane in Taunton, which is 1.7km.

01:08:34:28 - 01:08:59:26

That is the only route where we have, uh, rights over, over it. Um, going south east would require us to go through the house and the buildings and existing service infrastructure that that are on the plot. So that is not a viable, viable route for us. So the only viable route is to the southwest, directly south to Mill Lane and Quantum within our rights.

01:09:01:16 - 01:09:02:08

Thank you.

01:09:10:24 - 01:09:24:28

Do you currently have any related to the drone testing? Is there any specific infrastructure that you are currently through that land or is there is the the intention to install the the power cable as you were discussing earlier.

01:09:28:28 - 01:10:08:14

So the we the business drone defense we we monitor airspace I think to set the context. That's what you do. So if you imagine drones flying drugs into prisons or near airports or near facilities where you wouldn't want drones to be flying, that's that's what the business does, uh, for, for a living. And as part of the part of how this works is that we typically deploy sensors on a site, and those sensors can include radars, passive RF sensors that pick up the frequencies, and the transmissions from both the drones and their controllers, um, cameras to identify what type of drone it is or whether it's carrying anything.

01:10:08:16 - 01:10:46:18

If you can imagine in in the context of a prison, that's that's quite important. So on the on the plot itself, quantum logic, and we have a range of sensors that allow us to do that. Um, 500m to the south of the property, there is a services cabinet and a poll that, um, that currently hosts a radar system and a passive RF system. And the reason why that cabinets there in particular is it's on the route to the service to, to the dedicated services on in Mill Lane, to the south of the property, there is a natural gap in the hedgerow.

01:10:46:22 - 01:11:01:16

Um, it causes the least disruption. It gives clear line of sight from that radar to the property, which is critical for a line of sight type of sensor. Um, and, and that is the cabinet and the pole that's waiting to be powered.

01:11:02:03 - 01:11:02:25

Okay. Thank you.

01:11:20:03 - 01:11:58:10

I just have another question regarding your deadline to written submission. And I think in this submission, you've explained how the presence of the solar panels in the adjacent fields could, um, interfere with the testing activities that you would undertake. Um, and I've got to ask you if, um, would it be possible to submit any, any evidence into the examination about this? So something, for example, like any industry guidance or standards or any specifications that you would need for drone testing, just so that we have something that we could see that this relates to such that's written.

01:11:58:26 - 01:12:00:14

Yeah. I'm sure we can find that.

01:12:00:21 - 01:12:02:15

Okay. Yeah. Okay. Thank you.

01:12:07:13 - 01:12:15:29

Okay. Um, do you have anything further that you would like to add? Uh, Mr. Gill or Mr. Dickson on what you've just said that. Um.

01:12:17:06 - 01:12:27:07

Well, sir, I think not. I think I think we've explained what the problem is, which is the extinguishment of important rights. Um,

01:12:28:29 - 01:12:37:05

the solution is simply to modify the scheme such that that is not required.

01:12:39:21 - 01:12:40:21

Okay. Thank you.

01:12:41:04 - 01:12:47:08

You know, I mean, it's not a not a not a it's not a sophisticated argument in that sense.

01:12:47:18 - 01:12:54:26

Okay. And in that case, I will come to the applicant. Um, if you would like to respond to those points there. Thank you.

01:12:57:05 - 01:13:30:17

Sir. Michelle Moss, um, on behalf of the applicant, it may be helpful for context to put up a plan which was at the back of the applicants, that responses to written representations, which I think, um,

hopefully. Yes, I think everybody can. Can see that on the screen because that may assist with, with some context. Um, there are quite a number of points made as well which, which I think the applicant, um, will need to come back on here.

01:13:30:19 - 01:14:07:01

But the just the, the scope of the rights which Mr.. And Mrs.. Gill Mrs.. Mrs.. Gill's properties benefits from um is shown over. It's the land shaded yellow on that plan. So the land to the west. This was a new order land. Um, the land to the east is outside and the property is, is shown shaded, shaded green. So there's, there's quite an extensive area over which these, these easement rights, um, can be, can be exercised.

01:14:07:03 - 01:14:34:27

At the moment the applicant Acknowledges that the project will have an effect on those easement rights in in one primary respect, which is with regard to the area that's shown. Plot 1516 and you can see on the plan which is shown for solar PV

01:14:36:27 - 01:15:01:09

fields with solar PV are not generally going to be compatible with the the laying of services, um, across or under it. There may be limited exceptions, but can't can't begin to sort of try to prescribe those in a comprehensive way. So that that will create, um, a an impact on those existing rights which benefit the property

01:15:03:00 - 01:15:36:14

drawing, just looking at what those rights are in the deed of grant, the 1998 transfer that's been referred to I'm the applicant isn't seeking to suggest that, though the wording of those rights limit their use for residential use. Instead, those rights are expressed as they must belong to, um, the property and serve the property. Serve lot four lot for being a house, which is riches residential use.

01:15:36:16 - 01:16:09:00

But I acknowledge very much that it doesn't say that it has to be to serve a residential property, but fundamentally it's about serving the property. The applicant, therefore, has a significant question mark over the extent to which the operations being carried out by Drone Defense Services Limited fall within that scope. It's it's purported to be an occupier of the property. Um, but to the extent within it within which these rights are properly within what's envisaged by the terms of that deed, there are some questions over it.

01:16:11:04 - 01:17:06:05

And moreover, that appears to be the primary concern as to where the representation from, um, Mr. and Mrs. Gill and also drone defence services is coming from as opposed to in relation to the more standard, we want to be able to ensure that we can run our water supply, our gas supply, with the seemingly principally concerned with with drone defence Limited services limited pausing there, um, in order to look at the compelling case in the public interest and the public interest of the project going ahead, particularly in circumstances where it's been requested that land be wholly excluded from the order land which the um, which which is not owned by the person making those representations and which for which there is an agreement in place, it is not proportionate in the slightest to seek those sort of modifications to to the order.

01:17:06:07 - 01:17:45:13

And that's even more so if you're if the intention behind doing so is to seek to protect the operations of a business, over which there must be some questions regarding whether it's being lawfully carried out in planning terms, from from that particular area. Reference has been made to wanting to have clear lines of sight over the property to to a services cabinet. And, and what I understand is a sort of radar poll that had been constructed outside of the order land from from engagement the parties have had.

01:17:45:15 - 01:17:59:18

I understand that if he if he look at the plan and you go due south from where it says works area one, then it's, it's it's effectively in the middle there. I'm sure I'll be corrected if I've got the, the broad location.

01:17:59:20 - 01:18:02:25

Would it help if Mr. Gill just went and pointed at where it is?

01:18:03:06 - 01:18:09:13

It's certainly from. I can't say it's but the the examiners. The examiners will need to be able to see where you're pointing.

01:18:13:01 - 01:18:45:03

So fundamentally, if a if a primary concern of this if of um Mr. Gill and Drone Defense Services Limited it's to keep a clear line of sight and also drawing on your questions that are about potential interference with solar panels. He has no rights currently over any of that land for it to remain unbuilt and for it to to have any any clear whether that's clear from vegetation, whether that's clear from, uh, from structures, those rights are purely in relation to the laying of services.

01:18:45:05 - 01:19:09:10

So there isn't a right to, to prevent anything from being built on that land. And therefore the impacts here, um, are in respect of and solely in respect of services and whether there can be easements, um, still in place that can provide services to serve. Lot for to serve that property

01:19:10:27 - 01:19:41:03

in. In this respect the applicant has met uh recently um with Westminster Gill and Jones Defense limited and has also um shared shared a plan which I appreciated and received some late on Friday to show where services could still be run. And I can broadly describe that by reference to the plan on the screen. Um, and essentially any of the two parcels which are shown for mitigation.

01:19:41:05 - 01:20:20:09

So plot six 116 one and 1517. It's anticipated that services can be laid subject to engagement with the applicant and subject to an appropriate stand off from three route systems, for example, which is a which is an ordinary requirement. So that's when coupled with the land available on the other side of the Ord land, the land to the east is a significant area. Insofar as I'm laying, um, a single electricity cable, um, as it was referred to down to the services cabinet.

01:20:20:17 - 01:20:58:12

The applicant has shown a corridor which is broadly five meters wide, that would go from the area that's marked wind turbine. That sort of location at the top of the property, all the way down that edge, and then along the mitigation area at the bottom of 1516 to get to that cabinet. Um, five metres being more than wide enough for a single electricity cable. So the applicant has proposed solutions whereby this easement can still be, um, largely, uh, intact.

01:20:58:14 - 01:21:35:10

The area of difficulty being block 1516. For for. For understandable reasons. But the applicant should also say that this is about seek at the moment. This is about seeking to mitigate an impact on something that on a business that we're not satisfied is lawful. Nor is it clear that the cabinet, for example, that's been laid, that that's been put in place, outsource outside the order land or the I understand it's I think it's approximately 2.5m, um, a poll next to it, whether that is lawful development either.

01:21:35:12 - 01:22:05:20

So we're in a position where there are rights in place lawfully for the property. The applicant has demonstrated how they can still be exercised in a reasonable and proportionate manner, insofar as the impact on drone defence services operations are concerned, it has not been demonstrated that that it had the necessary rights in the first place to do what it is seeking to do, but the applicant has also shown a route through to power um for a power cable.

01:22:06:02 - 01:22:11:26

Um, in the event that that that business is, is, um, appropriately operating from that land.

01:22:13:22 - 01:22:39:15

Okay. Thank you for that. So I just clarify again, there just to be we confirm so you were talking about the potential to layer cable through plot 1516. So would that be then you were saying that was, you know, with with the mitigation lands or mitigation on that plot of land, it would be possible to layer cable through if needed, subject to certain, I think certain stand off from, uh, the trees. I'm

01:22:41:14 - 01:22:41:29

sorry.

01:22:42:05 - 01:22:51:03

No apologies. The the route three would be effectively going down the it would be in parallel to the existing access track. So it would be around the.

01:22:51:05 - 01:22:51:20

Edge.

01:22:51:28 - 01:23:14:12

And then parallel to the, to the headland at the bottom. So if it sits, we can the plan which we've shared with with with Mr. Gil and his representatives. We can put that in at deadline three so that you can see the corridor that's been proposed. We're just currently waiting for feedback on it. So that's why it's not not in the examination. But we can show what either a further iteration of it or where we've currently got to a deadline.

01:23:14:14 - 01:23:23:14

That would be very helpful. Yeah. So you could perhaps um, illustrate as well where you have that, uh, on that in your submission. And that would be very helpful. So thank you.

01:23:23:16 - 01:24:03:03

So we shall do that. And um, finally, sir, if I, if I may, I would um, would like to just ask, um, because we're yeah, I'm not a, I'm not an expert in the slightest regarding drone, um, operations, but but we, we do have, um, Mr. Ixa who here who may be able to just give, um, some further comfort to the extent to which we consider these operations can still continue if they're, if they're lawfully able to um, uh, and why we're not the applicant is not entirely clear as to why there has to be these very fixed locations as currently suggested.

01:24:03:05 - 01:24:04:27

If I could ask Mr. Xer to.

01:24:04:29 - 01:24:19:00

Okay, I suggest I've got quite a good understanding. I think, of both your positions. I think I'll come to Mr. Gill or Mr. Dixon first, if there's anything they want to say. Back to that, and then we'll come. Come back to you and then they can explain. Yeah. Thank you.

01:24:23:25 - 01:25:03:21

Well, one thing is a question which is, um, in conjunction with a plan showing a possible route, a possible route corridor. Um, it would certainly be helpful to us to receive an indication as to what the legal basis would be of any such corridor. Uh, I'm guessing that what would be proposed is to extinguish the existing rights and then grant new, more limited ones by reference to the corridor and the constraints such as set offs from tree roots and so on that were mentioned.

01:25:03:23 - 01:25:17:10

I'm envisaging that that's what the applicant has in mind. So that would be helpful to have some indication in that respect either now or in due course. Um.

01:25:20:18 - 01:25:53:00

It's probably going to be a matter we'll have to write to you about, which is this assertion that the drone activity is not lawful and that the easement, in some way that does not permit the construction of a cable to serve the cabinet, we're probably going to have to write to you and say what we think about that. Um, because, uh, the way in which that's argued at the moment by the applicant is tentative. It's clear what their underlying point is, but they're not really explaining it.

01:25:53:02 - 01:25:56:02

It's probably helpful if we make some submissions to you about that.

01:25:57:13 - 01:26:10:16

Yes, of course that's fine. Yeah. We'll welcome any written submissions at your next deadline. So. Okay. Thank you. Um, is there anything further you wanted to add? Mr. Gill? Okay. Thank you. I'll come to the applicant then, please.

01:26:12:01 - 01:26:48:02

Thank you, Mr. Moss, for the applicant. Um, we the reason that the points regarding planning status are not fully submitted is because we've we've struggled to get clarity as to, um, what's actually there and whether anything has been, um, applied for in terms of either planning permission or prior approval or to which permitted development rights has been, uh, relied upon. So, so if if submissions are going to be made that that will assist the applicant briefly on the form of um legal basis.

01:26:48:04 - 01:27:19:20

And I understand why, um, there's a desire to, to get to a position that can be relied upon. I would just point out, um, article 25 six of the order which allows um, which the automatic extinguishment of rights is subject to any prior agreements or commitments, um, by the applicant or indeed by the applicant giving notice when it exercises its rights, that it's not automatic.

01:27:19:22 - 01:27:55:14

So I'd very much expect we could get to a position whereby the applicant expresses the what is permissible within those terms, so as to exclude it from the from the automatic operation of article 25. And that's something we will take away. But but we will, we will wait until we've had feedback on the proposals that that's been provided to, uh, to Mr. Gill and Drone Defence Limited. Um, but but finally, just insofar as um, uh, Mitigation from a drone defense perspective is concerned.

01:27:55:21 - 01:28:10:18

Assuming everything is lawful. I would just like Mr. X or two to comment on his understanding of the operations and the extent to which it is it is fixed or needs to be fixed in this location, or whether there are other options available.

01:28:10:23 - 01:28:11:27

Okay. Thank you. Thanks.

01:28:16:02 - 01:28:17:26

For the applicant. Um, just.

01:28:17:28 - 01:28:18:18

A question, really.

01:28:18:20 - 01:28:19:14

Because of the.

01:28:19:18 - 01:28:54:00

Maneuverability of the drones and obviously the radar system, as I understand it, is about detecting the drones, why it needs to be in such a fixed position. Why couldn't it be a mobile unit? Um, is there any other way of powering, uh, a power source for that? Um, could it not be close to the home? Because the whole point is to detect the drones in coming to the radar system. So why does it need to be situated there? And are there any other, um, places that have been considered to cite the drone, the cabinet and the radar.

01:28:55:27 - 01:29:06:12

Thank you. I'll just give Mr. Geer the opportunity. If you did want to respond to any of Mr. Hicks's points there, or you obviously can come back to us in writing as well, that's absolutely fine.

01:29:08:00 - 01:29:19:09

I think there's there's some. Well, thank you for the questions. I think there's a couple of things that it might be better to respond in, in writing, because there's some stuff that we might not wish to have on.

01:29:19:11 - 01:29:21:12

Okay. That's absolutely fine. Of course. Yeah.

01:29:21:14 - 01:29:23:15

For, for some of the activity that we do.

01:29:24:27 - 01:29:41:06

Okay. Thank you. Um, were there any last comments from anybody with the applicant? Um, before which I suggest we have a break for 20 minutes. Um, so, yes, they will all adjourn this hearing now, and we'll come back at 1550 or 10 to 4. Thank you.