



Planning Inspectorate
Arolygiaeth Gynllunio

Hearing Transcript

Project:	Lime Down Solar Project
Hearing:	Compulsory Acquisition Hearing 2 (CAH2) - Part 2
Date:	23 September 2026

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FULL TRANSCRIPT (with timecode)

00:00:11:16 - 00:00:27:10

Okay, it's eleven fifty, so let's resume compulsory acquisition hearing two. So as I said before the break, think I'm just going to change the order around because I'm conscious we have Mrs Russell online for National Highways, who I do want to hear from.

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So I'm to going come on towards item six, maybe just hear from Mrs Russell. As you said, Ms Broderick, we don't have any other statutory undertakers party to this and we do have protected provisions on the agenda at the DCO hearing. So we could park the other parts of the statutory undertaker update unless there's anything specific to land rights as in you are actually acquiring their land as opposed to just rights.

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So we could park that for the DCO hearing. But I will come to Missus Russell for National Highways if Missus Russell is still available.

00:01:15:02 - 00:01:19:02

Yes, I'm here. It's Julie Russell on behalf of National Highways.

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So, missus Russell, you've you've asked to represent National Highways today,

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really the floor is yours to put across any outstanding objection position on the CA rights if there are any or if everything's all bottomed out and resolved, it would be good to hear from the horse's mouth.

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That's fine. National Highways is now very close to agreeing protective provisions and a size agreement with the applicant. There's one substantive issue that remains which relates to the proposed extinguishment of oblique interference with National Highways rights rather than the specific drafting of the protective provisions. But we think that potentially the way to resolve the issue may be covered in the protected provisions the side agreements, so there's obviously a close correlation between our issue on the rights and bottoming out the protected provisions.

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So our outstanding issue relates to the plots listed in part three of the book of reference, where national highways enjoys easements or other private rights over land, which it is proposed shall be extinguished, suspended or interfered with. The relevant plots are thirteen, I believe, zero zero three, where National Highways have under rights a conveyance, dated the fourteenth of February nineteen fifty eight, and plots nine-eighteen-nine

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dash zero nineteen zero nine dash zero twenty and zero nine dash zero twenty one. And they're all where national highways have got rights in respect of drainage and gully apparatus, those plots, appear on the land plan either underneath the M4 or, adjacent to the M4. So National Highways has since its written representations requested additional information about the proposed works on those plots and the nature of existing rights, so that it can assess the impact of the development on its rights.

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The applicant has confirmed that supporting documents such as the conveyance or easement deeds are unavailable at the land registry, but has provided additional utilities information and offered to provide utility line shapefiles instead, so that National Highways can identify the location of the rights that the apparatus affected. Those shape files were provided on Monday this week, so twentieth of September, and we're currently reviewing those.

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However, shape files alone are insufficient. We still require the information originally requested in our written representations, namely details of the works proposed on these plots, in order to understand the impact of the development on those rights, and that information hasn't yet been provided. Without receipt of the information, National Highways is unable to ascertain the impact of the proposed compulsory acquisition powers on its rights and apparatus in the locations identified, and is therefore unable to finalise its protective provisions.

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National Highways are seeking reassurance applicant from that the strategic road network won't be adversely affected by any interference with National Highways rights and the locations identified. And then pending resolution of this issue, National Highways hates to be in a position to finalise its protective provisions with the applicant. So that sort of outlines National Highways position.

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Great, thank you. Presumably the latter parcels, the nine parcels, which are the ones that are over the M4, presumably the applicant would be coming underneath the M4, but that's you still need information about how that was undertaken. Is that the issue?

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Judy Russell for the applicant. Yes, that's right. Obviously, if National Highways have got drainage rights and gully rights, anything that could affect those works could then affect the SRM.

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Okay, thank you.

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So, miss Broderick,

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yes, as missus Russell said, we we believe we're we're there with the with the protective provisions inside agreement. We're just waiting for one point to just be finally confirmed. We've provided obviously the information that we have available. As with the case across the book of reference, take a

very precautionary approach. So where sort of historic conveyances are still showing up on the we'll have a reference to them on the title even if we're not able to obtain a copy of that document.

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We will

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list somebody as potentially having an interest in that in that land.

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You know to to cover the scenario where perhaps they do. Similarly as has been explained we've provided this sort of utility search information where that's used by the land referencing team to add in interests where we know there is apparatus but there perhaps isn't a registered deed of easement or way leave relating to that apparatus registered at the land registry again as a precautionary approach. In terms of how we are crossing the M4, separate discussions are taking place with National Highways in terms of the nature of that crossing and the technical detail of that.

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Have the query yesterday in terms of whether we could provide further information. We are looking into that, but obviously the nature of the crossing is something that is still to be confirmed and the protective provisions obviously give National Highways approval of the nature of that of that crossing. And therefore they would be able to take into consideration any drainage concerns as part of their approval of the technical detail of the crossing. So the applicant considers that the protective provisions deal with National Highways concerns because drainage will be a factor that they take into account when they approve the crossing in terms of any apparatus that's directly related to the crossing itself.

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So that that that's our understanding of the situation. We are checking internally as to whether any further information can be provided to national highways at this particular stage in the process. But protective provisions are pretty broad in terms of what they capture, so we think the point is covered.

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So how do we get past the stalemate then? If you can only obtain the information which you can obtain, obviously national highways want a bit more than the information you've been able

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to obtain, But we were sort of at a at a stop. Claire Project the applicant. The applicant's position is that that in the absence of that information the provisions provide national highways with that protection going forward so the absence of the information doesn't present a risk to the SRN. The detailed design of the crossing is something that will be done at a later stage. Think that point is ongoing.

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I think it may be one that National Highways just need to consider whether they've got sufficient protection, but our position is that they do. Mrs Russell?

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Yes, Julie Russell on behalf of National Highways. I take the applicant's point. I suppose our position is that

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we will get consulted as part of, you know, in accordance with the protective provisions and the applicant will require our consent. But if they haven't got the information to provide us now, then when it comes to National Highways for its consent, I suspect we will still require that information. So on the basis and sort of with a review to, with a view to avoiding an impact on the delivery timetable, if there is any further information, it's National High Risk position that it would be better to have a full understanding of the location of the rights affected and the details of the anticipated rights on those plots now, with a view to being able to mitigate any measures, you know, at that time, rather than a delay coming down the line when we're asking for this information in connection with the works when they're taking place, in order to give the approvals sought pursuant to the protective provisions.

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Presumably all the risk is on the applicant for that delay as opposed to on national highways. If they're willing to accept that delay, that may arise down the line because they didn't have the information and you're still seeking it down the line. Obviously you don't have to issue consent under the protected provisions if you're not satisfied. If the risk is all on the applicant, I'm trying just to understand that why National Highways isn't comfortable to sign the protected provisions.

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Yeah it's Julie Russell on behalf of National Highways. I think it's I think it's just about obviously the these drainage and gully easements are located underneath the M four. If there is any further information then it's our view that it would be useful for us to to have that to have that now. But I I do take your point that the risk is on the applicant because we've got the protective provisions and and they're our backstop.

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Thank you. Miss Broderick,

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Clairvodge of the applicant. Yes obviously as I said the protective provisions already include a restriction on the applicant utilising its compulsory acquisition powers without National Highways consent. So That applies both to land that forms part of the strategic road network and any other land in which they have an interest. To the extent that any drainage rights extend beyond the actual SRN into the adjoining land. I think that protection is already there. As has been acknowledged, we need to get signed off for the actual work.

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I think we're in a slight catch-twenty two because obviously National Highways has the information about its existing drainage arrangements. That's not something for the applicant to provide to National Highways. They have that information presumably available about how they drain the M4 in this

location. What I think Ms Russell is asking for is more detail about the works that we're actually undertaking and our point has been we don't have that detail available at this point in time. I see how we can provide National Highways with more information about National Nile Highways rights.

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That's information that they presumably have already. We can only provide information about our works and how they may interact with drainage. But as I say, the detailed design stage is at a later point in time. And as you've acknowledged, that's a risk for the applicant if it can't provide sufficiently detailed information for National Highways to approve it at that point in time, we would obviously have to resolve the issue then. But we can't provide anything more, I don't think, now.

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So Mrs Russell, acknowledging the risk all falls on the applicant and on National Highways. Are you in a position to go back to your client?

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To to try

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to resolve the the sort of stalemate over the protected provisions. I I I fully understand National Highways. You you you know you need to maintain the the strategic road network you know without future damage or implications. But there's still a detailed design phase come to and if that takes a little bit longer for the applicant to bottom out. National Highways ultimately hold the trump card in not issuing consent down the line. If they're unsatisfied with the detailed design.

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Julie Russell on behalf of National Highways. Yes, I think it was just about understanding, as Ms Broderick said, not about the nature of National Highways rights, but more the works that were going to be undertaken that could affect the drainage and gully rights that we've got. But yes, I fully accept that if there's no further information available, then you know it's a case of effectively we are where we are and national highways will seek instructions that we can agree the protected provisions and that there's no further information that's going to be given.

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Yeah, Thank you.

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And is there anything else from a National Highways perspective in relation to capacity acquisition which you wanted to raise?

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Julie Russell on behalf of National Highways. No thank you.

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Okay. Thank you very much. Miss Broderick. Presumably, not nothing further to add on that point. Alright. So, if I can come then to what would be item five on the agenda because I want come to

through this Crown Land matter. So I'd want to understand from the applicant the status of plot nine-twelve and the implications of a Crown Land interest in the plot is confirmed consent of the Crown Authority is not in place at the close of the examination.

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Claire Brodick, Atkin. Apologies. I was trying to find my place in the notes. So In terms of the outstanding Crown interest, that relates to

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what we had understood based on the information available at the land registry could potentially be an interest belonging Secretary of State for the Environment, Food and Rural Affairs. We've been trying to engage with DEFRA since the application was submitted, but only recently managed to establish a point of contact within the government legal team. There was a virtual meeting with the DEFRA's government legal team on the seventeenth of September to establish whether they did in fact still hold a right over this plot and if they did obtaining the section one hundred thirty five consent.

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They

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took that away and then on Monday came back to us to say that they didn't think that any right still was for the benefit of DEFRA, but they thought potentially it could have been transferred to either sort of Secretary of State transport for and that comes back to a drainage. Whether that's now a a national highways drainage related matter or whether it actually relates to some existing apparatus belonging to Water.

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So there's both of access right and and a water drainage related issue here. So we are still I'm afraid trying to establish or get definitive confirmation that this is no longer a Crown interest. It's very much looking that it's not because if it's not DEFRA then any interest belonging to Secretary of State for Transport would have been transferred to National Highways as part of the M4 works here or it's a water related interest that now belongs to Wessex Water but we haven't had final confirmation that's sufficient to update the book of reference at this stage.

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Obviously, in terms of the consequences, as you'll be aware, the Secretary of State needs the section one hundred thirty five consent in respect of any remaining crowned interests at the point she makes a decision. So we will obviously be continuing to progress this matter during the determination period. If it's considered that it is still a crown interest in the absence of Section one hundred thirty five consent, then obviously the Secretary of State wouldn't be able to grant compulsory acquisition powers over that particular plot.

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But we don't envisage there being any issue obtaining the Section one hundred thirty five consent, it's just trying to find out whether it is in fact required. So we've are confident that we'll have a resolution

by the time the Secretary of State makes a decision but it's looking potentially unlikely that we'll get enough confirmation by deadline seven which is when we need to update, provide the final book of reference and land plans. To clarify that point, obviously, we did manage to get confirmation prior to the end of the examination,

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noting that you're obviously not expecting to receive further documents, but I think that would be an exception that we would if we got confirmation that it is no longer Crown land, then we would look to update the book of reference and remove the references to Crown land as part of a prior to close submission on behalf of the applicant.

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I suppose in the worst case scenario that consent was required and whilst you wouldn't anticipate consent not being granted, if you weren't granted consent that's a pretty strategic parcel of land for your cable route corridor.

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Because it's a skinny bit apart from the lumpy bit.

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So presumably

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what happens then?

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Fair project for the applicant. Well what has happened on other projects this particular scenario is either you request that the Secretary of State delays their decision until such time as you've managed to resolve it, or the Secretary of State would have to grant the DCO without compulsory acquisition powers over that particular plot and then the applicant would be left with having to obtain a voluntary agreement as its sole option. Is the worst case scenario but I think it would be to the extent it is definitely a Crown interest and section one hundred thirty five consent was required but we just hadn't been able to get a signature on the document then it's likely that the applicant would ask the Secretary of State to extend the determination period and I'm aware that that has been done on some other applications.

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Okay. Thank you. Okay. I've just got one other query on Crown Land and it's in relation to plot sixteen dash zero twenty and this is more just a clarification.

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It was originally in the book of reference with the Secretary of State for Defence interest. And then the Crown interest was no longer identified in the book of reference. But on page fifty of the land and rights negotiations tracker, which is REP six-eight, and that's the tracked version, it states for that plot, on the second of July, the applicant received written confirmation from the Crown authority that section one hundred thirty five consent would not be required.

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And I just want the applicant to categorically confirm this means there's no Crown interest in the said plot, not just that, There's no consent required because they're almost like two different things. Claire Bodrick the applicant. Yes so the the Secretary of

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State for Dispense has confirmed they do not have an interest in that plot and therefore section one hundred thirty

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five is not triggered. Okay. That's good. Thank you.

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Those are all the points I had on item five under Crown Land. So I want to come now to the remaining item which is item four and that site specific issues for the applicant. So as noted in the agenda the XA would like the applicant to provide an update on the progress of ongoing negotiations with affected persons other than those obviously we've already heard from this morning and what efforts are being made to resolve the remaining points of concern.

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Claire Project for the applicant. I will let mister James just provide an update on the status of negotiations with various landowners. Obviously predominantly we're talking about the cable route corridor here as we have option agreements in place for the solar PV site. His update focused is on negotiation that are undertaken the cable work corridor. That's probably right.

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What I was going to say, and I don't know if the applicant will have prepared anything for these particular APs, but the APs that came to CAH two, CAH one, and those who have made objections into the examination. So let me just give you a list of the names that I've got written down here. James Cole for Roberts Berry Farm, Richard Tanner and Isabelle Ross from Park Farm, Yat and Keenal is Ashton Hawker and Hawker Farms. Matthew Newman, Newlands Farm, Grittleton.

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Andrew and Jacqueline Greenhill, Bottom Farm, Robborn.

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Messers Nicholas for Westlands Farm and Queensfield Farm. And then we've got Clyde, Christine and Claire Burgess of Hollybush Farm. The Brunt family from Manor Farm in Grittleton and Angus Mathew Campbell from Caution Estate but obviously we've heard from

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from the estate of Mister Campbell's representative this morning. So those were the names I had Dan. We're not specifically limited to those but obviously those people made representations into the examination. Most of those we heard from at CAH one. Claire Brodrick for

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the applicant. Yes so Mister Jones can provide sort of an overview of where we are in terms of negotiations and any particular discussions that have happened. For those landowners, we'll just try and find some of the information if we don't have it to hand. I think as we'd mentioned at the first compulsory acquisition hearing, whilst

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negotiations are ongoing and we are being able to make some progress, a large number of landowners are unwilling to sign anything until the Secretary of State makes a decision on the application. So it may well be that whilst we're having ongoing negotiations we're not able to move anything into that sort of agreed column just

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because people have an imprincipal objection to the scheme. I'll let Mr Jones provide an overview and then some comments on those specific persons.

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In terms of those specific persons, I appreciate those the names weren't in the agenda. I'm happy to receive submissions to deadline seven specifically about the people I've mentioned. So if they're not if you know if you don't have the information immediately at your finger tips, that's okay.

00:25:24:02 - 00:25:54:21

Robert Jones on behalf of the applicant. So, to provide an update on the negotiations to date, there's fifty eight interests across the scheme that are listed within part one the land rights of negotiation tracker. All all interests have been issued with heads of terms for the rights that are being sought. And looking at revision eight I will update on the progress which will then be subsequently shown in revision nine to be submitted at the at the next deadline.

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Of those fifty eight interests, there's sixty voluntary agreements that we're seeking and as Miss Project mentioned before, we have all of the option agreements in place for those for the solar array sites. But there are two of those where two of those landowners for which we're also seeking rights for interconnecting cables. Current status of those two are that we have one signed set of heads of terms in place. And then with the other there are discussions ongoing.

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They've they've they have commenced and they are ongoing. For the cable route landowners, we don't currently have any landowners with a completed option agreement in place.

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We have three landowners that have signed the heads of terms and they are now being progressed by legal representatives. And so that leaves forty one interest remaining of which thirty one are being actively negotiated. Twenty eight of those people are represented by land agents and then there are three that that don't have representation and have chosen not to not to not to use it.

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Five of those parties within the outstanding forty one are where we aren't able to move negotiations forward and they haven't progressed.

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One of those five is represented by an agent and the other four don't. And then finally we have five that are listed as grey on the land rights negotiation tracker where no permanent rights are being sought. In

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terms of outstanding objections, there was a clear instruction from you at Combossing Acquisition Hearing one that the applicant and the affected parties were to talk, to engage, and to communicate. And so I thought it would be helpful just to set out what the applicant has done since compulsory acquisition hearing one. Just just to sort of summarize. So they've made efforts significant efforts to engage and negotiate with those outstanding parties and to the those efforts comprise of immediately after the first compulsory acquisition hearing we contacted all of those who had spoken to

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to move those discussions forward. And we subsequently met with all of those affected parties bar two. One of whom did not wish to engage with us. And that was that was made clear. And then the other was a gentleman who was a compulsory acquisition hearing one who is no no land within his ownership is part of the order limits. The applicant isn't seeking any rights from him and so it wasn't deemed appropriate to pursue a meeting with him.

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Following on from that, we, the applicant, sent a letter to all affected parties on the seventh of July twenty twenty six for those with outstanding terms. The content of that letter was to offer a meeting and it's also off the back of the first compulsory hearing. We included the applicant included a drainage questionnaire which was for the affected parties to complete and return to the applicant with the overarching aim of using that information to inform

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applicant and subsequent design and because that was that was a topic that was raised at the first compulsory acquisition hearing. A follow-up letter was sent to all parties by the applicant on the fourth of August.

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Again the content of that letter was to confirm that the applicant would undertake to make a interim contribution to professional fees.

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And it was also to notify affected parties of a series of heads of terms drop in sessions that had been scheduled

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and made available to them which was to take place on the twelfth and thirteenth of August. These drop in sessions were held at Laycock Village Hall on the evening of the twelfth of August. And in the morning of the thirteenth of August twenty twenty six at Biddleston Village Hall.

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In attendance was the applicant and a member of the team from their consultant land agent, Stalcon McLaren. And since compulsory acquisition hearing one, the applicant has completed a total of fifteen meetings equating to roughly forty two percent of the route and fifteen affected parties.

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As a high level overview, some of the outstanding points of difference where negotiations are ongoing are drainage. The commercial aspects of the heads of terms.

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Accesses to works and the extents of the option areas. The applicant remains fully committed to engaging further with these affected parties. I know that we've heard a lot today about

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engagement and lack thereof but I think it would be useful for the applicant to be able to clarify a few of those points. I appreciate I'm on the hoof slightly the with list of affected parties that you mentioned earlier.

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However, we've met with all of them bar two. And so if we can give you any further detail then we're happy to do so. But yes, that

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I think we could none of the parties are here today,

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so you know, to be able to seek their position on this. I think it would be helpful if we if I could have a more detailed position on those parties and anybody else who isn't in that list who had objections had land interests. And some of those may also be those where you just see contemporary possession but if they've made an objection then I would really like it as part of your submissions to for all of those land owners or those with interests to be picked up in your final submission.

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In terms of the drop in sessions that you held or you advertised was there any attendance at those? I noted from the communications log and so on that you did offer those. I just wondered if anybody actually took that up.

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Robert Jones on behalf of the applicant. None of the affected parties took that up offer.

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Although there were meetings ongoing outside of those drop in sessions. So I think you know to be fair whilst nobody came to the Heads of Terms events themselves there were wider discussions and conversations in relation to the Heads of Terms outside of those events.

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K.

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So for the whole of the cable route corridor then we still have a substantial number of APs affected where we have no agreement, what I'm gathering.

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Robert Jones on behalf of the applicant, yes. That is correct. However,

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looking at the progress that has been made on the heads of terms since the thirtieth of June twenty twenty six to where we are now. The progress has been significant and whilst that isn't necessarily reflected in the black and white statistics of number of documents over the line. I think the progress that has been made

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since the last hearing is significant.

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Yeah. In part four of the tracker,

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there was a table added at the XA's request at one of the XQs just looking at the number of APs and the types of split of APs. I wonder if as part of your deadline submission, given the numbers that you've read out, it will obviously be in your written summary, if you could add almost another table underneath that, that captures the numbers and the percentages of the agreements. Either the heads of terms have been agreed, options have been agreed, all those where they're still outstanding. That would just be helpful visual

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to to have in the examination library.

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Jones on behalf of the applicant. I have statistics in front of me if that would be helpful now.

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Yeah, mean it would be good to have them on the transcript and on the recording, but if they then could be submitted in a tabular form, just think that's an easy place to sit it, sits within the track of them.

00:35:23:29 - 00:35:42:06

So in terms of the heads of terms that are signed, that equates to just over five percent of the landowners or eleven point five percent of cable route. For those that are actively being negotiated, that is seventy five percent of the affected parties.

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Then the five that is not engaged, that is a further twelve and a half percent and the five that are in grey where there are no permanent rights being sourced as a further twelve and a half percent. For our for my the applicant submission at the next deadline, in terms of statistics and percentages, is that, would you like to see that presented in both ways for the percentage of the land affected parties or the percentage of the route? So, for example, looking at the caution mistakes whilst that is one landowner.

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They cover a significant percentage of the route. So would it be helpful to provide both? Yes. Or yes.

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I think so.

00:36:24:13 - 00:36:25:14

Okay. Thank you.

00:36:28:08 - 00:36:31:23

Okay. Let's go through my notes a moment.

00:36:43:06 - 00:36:52:17

Okay. So coming specifically to the tracker, rep six zero zero eight. I don't know if that's the clean or the tracked version.

00:36:54:29 - 00:37:27:07

I note there are plots and landowners on there who seem to be omitted. I'll just give an example and I clearly haven't gone through every single name and cross referenced with everything that's in the book of reference. for But example, Anthony Smart and David William Hillier, they're listed as category one owners or reputed owners of plot zero one dash zero zero five in the book of reference, but they're not captured in the tracker.

00:37:30:09 - 00:37:39:21

It identifies for that plot in the tracker that Openreach is the only affected party, but the book of reference would say something different.

00:37:42:01 - 00:37:48:03

So that just similarly means then that the category one owners are not all in the communications log. Claire Bodge of

00:37:48:05 - 00:38:08:17

the applicant. So in respect of that particular one, that's part of the highway as I understand it. So the people are listed because they may have a subsoil interest in the highway but the applicant isn't necessarily seeking a voluntary agreement with them. It I mean, it may well be that it might be

00:38:10:22 - 00:38:27:27

I'll see whether we can it's whether it's an easy exercise, but it may well be that we're able to provide a list of names that we that fall into that category whereby it's a subsoil interest in a highway so they're technically listed but we wouldn't be seeking to acquire a voluntary or enter into an option Let agreement with me

00:38:27:29 - 00:38:59:10

just double check. I've got another example and if I can give that then it might be that your discussion can help with the next example. So the next example is plot zero one dash zero five one. The book of reference there identifies seven potential owners of that plot And some of those owners are captured in the tracker as owners of other plots. But plot one dash fifty one is not picked up at all in the tracker.

00:39:01:18 - 00:39:10:22

Claire Borch at the Appcond. Yes, looks like that's another public highway plot, so we have generally not included those for the purposes of the trackers. Hopefully

00:39:12:08 - 00:39:18:04

we can provide a list of the the plots that relate to highways and their plotting.

00:39:18:06 - 00:39:19:07

Yeah. Not seeing the names

00:39:19:09 - 00:39:33:11

that would be helpful. It's just trying to correlate that. We're capturing your negotiations in the tracker and it seems to me, you know, we're talking with some and not other category one owners and it just would be helpful to understand who they are and why that is.

00:39:33:25 - 00:39:54:09

Claire project, the applicant, yes, we'll look to see whether we can add a separate tab maybe to the the tracker that just lists those relevant plots. Yeah. But thank you. It In terms of principle, the applicant doesn't consider it appropriate to have an option agreement with someone who is listed purely because they might have a subsoil interest in the highway. On

00:39:55:15 - 00:40:14:17

a slightly different note then, can I get an update from the applicant on how parties with category two status only in the book of reference have been considered in the land and rights acquisition process, noting that most of the negotiations have been occurring with category one landowners? Claire Project for

00:40:14:19 - 00:40:43:18

the applicant. As you'll be aware, category two interests cover a wide range of different persons, but they typically are either mortgages or they're persons who may have an easement or rights for apparatus over the land. In terms of those statutory undertakers that have apparatus, then we're in discussions in relation to to protective provisions with those particular

00:40:45:21 - 00:41:10:18

category two interests. In respect of the other category two interests that have been listed, the applicant isn't currently aware that it will need to interfere with those interests or extinguish them that they can generally coexist. So the applicant wouldn't be seeking to enter into a voluntary agreement with those those particular holders of those. Interests.

00:41:33:12 - 00:41:45:28

Give me just one second. I'm just trying to look up a name in the book of reference. Given the length of the document, it's taken me almost to the bottom of the page when I needed to come up to the top of the page. So had to come back in and have another search.

00:41:49:00 - 00:42:03:19

So there, just as an example and you may be able to tick this one off there's a Victoria Anne Brenner who's a category two interest in quite a number of parcels of land.

00:42:08:19 - 00:42:10:19

And so it was those type of

00:42:12:14 - 00:42:20:20

affected persons that I just wanted to be sure whether there needed to be dialogue, whether there had been any dialogue.

00:42:22:27 - 00:42:39:10

Claire Bodgett the applicant. We can provide a more detailed response in relation to that specific example, for example, if somebody has a right of access over an access route and we are also using that access route, but we will continue to ensure access

00:42:40:28 - 00:43:10:20

particular person then we wouldn't enter into a voluntary agreement with them. The DCO obviously provides compensation to be available in the event that their access happened to be interrupted during construction works, then they would be able to claim compensation, but it's not a we don't need a voluntary agreement because we're not intending to for them to agree to release their rights, for example. Not so

00:43:10:22 - 00:43:16:04

there's nothing to them. Twenty five then that would remove those rights.

00:43:16:25 - 00:43:51:07

Claire Portage the applicant. So it gives us the ability to do so in the event that there was an a conflict between the that rights we're seeking for our scheme and the and the continued use of that particular right. So there is a a general power in there but it would only be in the event of a a that the two things couldn't coexist. There are no known rights of access that we are extinguishing as part of this particular scheme.

00:43:54:01 - 00:44:29:06

We've obviously made commitments in the outline Kemp to retain access for people who use this to access their other properties and crossing points and those sorts of things, we don't consider that there is a need for a separate voluntary agreement. The applicant has to include the power because there could well be things that are unknown to the applicant or new rights that are created between now and when the powers in the DCO or the project is constructed. There is definitely a power to extinguish but the applicant doesn't envisage needing to Thank use

00:44:29:08 - 00:44:40:06

use you. That that's helpful clarification. So I've only got one last point which I wanted to ask.

00:44:42:06 - 00:45:17:26

Was following up on a matter which was raised in EXQ2 CA two point one. Now in that second written question, the XA asked for clarification on how the applicant can be confident of voluntarily agreeing temporary access rights if no voluntary agreements were being sought with the affected persons. Now in the applicant's response, which was Rep five dash ninety seven, the applicant stated it confirms that neither heads of terms nor an option agreement are being sought where temporary possession is required to facilitate the transport of abnormal indivisible loads.

00:45:18:15 - 00:45:26:03

Now the applicant added that it considers a license agreement to be a more suitable to agree with affected persons should the DCO be granted.

00:45:27:26 - 00:45:37:19

Could you just explain for me how you negotiate a licence over a voluntary agreement? Just explain the difference.

00:45:42:04 - 00:46:38:27

Claire Borschick for the applicant. Typically at the moment for the cable route corridor for example we have the rights being sought are by way of a deed of easement and then the option agreement enables the applicant to if it gets consent and proceeds with the scheme, it can contractually compel the landowner to enter into that deed of easement at the relevant time. What typically happens is as we were talking about earlier is because the exact route of the cable route corridor is not known at this stage, the option agreement has flexibility and the deed of easement would typically only be taken once the exact route of the as laid cables is known so that you don't seek wider rights that you need on on a permanent basis.

00:46:40:06 - 00:46:56:28

So the option and and then easement is considered to be the appropriate mechanism for obviously obtaining voluntary agreement now but not fixing permanent rights at this particular stage in the process. In terms of

00:46:59:17 - 00:47:43:29

licenses for abnormal indivisible loads. The applicant isn't exactly sure at this time exactly when those rights will well when they when that access will need to be taken. And and the length of that access. So it is it is typical to have those discussions nearer the time rather than asking landowners to enter into an option to grant a licence at some point in the future. Can often be if you've only got one AIL

movement that's actually required, can generally be quite informal arrangements that are taken out and the landowner may not want a detailed license to be signed.

00:47:44:01 - 00:47:57:24

It may be an exchange of letter and a payment of a fee for example. So because the nature of the activities isn't finalised at the moment, the applicant doesn't consider it's appropriate to ask landowners to grant what would need to be really quite more

00:47:59:14 - 00:48:13:27

and sort of there would need to be a much greater degree of flexibility for those particular areas in terms of timing and activities. So in the applicants sort of experience and experience on other schemes generally

00:48:15:17 - 00:48:31:19

landowners are willing grant to a licence for that type of activity and they would typically receive a slightly higher licence payment than they would be entitled to under the temporary possession powers. There's generally an incentive on the landowner to enter into the licence

00:48:34:05 - 00:48:46:00

rather than the applicant using the powers but obviously if the applicant didn't wasn't able to reach agreement with those landowners then it would need to utilise the temporary possession powers. The landowner would be compensated for any damage.

00:48:47:19 - 00:48:48:04

That may

00:48:48:06 - 00:48:50:13

arise. That was going

00:48:50:15 - 00:48:55:12

to be my next question. What happens if they don't grant you a licence? You fall back on your temporary possession? Yes, that's correct.

00:49:05:05 - 00:49:37:00

Okay. Thank you. That the all of the questions I had. Under item four obviously pending a more detailed response from the applicant in relation to the objectors overall and also the ones which spoke today and the ones I raised at the start of that item. So as we are moving the protective provisions conversation with checkers other to the development consent order. I don't have anything else in the agenda other than to come on to any other matters.

00:49:37:02 - 00:49:39:20

So if there was any of anything else, Wiltshire Council, if

00:49:39:22 - 00:49:40:21

they had anything they wish

00:49:40:23 - 00:49:42:17

to raise in this hearing.

00:49:42:24 - 00:49:45:23

Isabella Bonney of Wiltshire Council know nothing in relation to

00:49:45:25 - 00:49:54:14

the leering. If the applicant had anything else they wish to appraise the XA of in relation to compulsory acquisition before we? Clare Project for

00:49:54:16 - 00:50:30:11

the applicant. It was just to note respect of in Wiltshire Council that there has been sort of an exchange of emails and trying to just discuss some of the interests that we'd listed as belonging to Wiltshire Council in the book of reference. There are a number of plots where they've confirmed certain positions so those interests will be removed in the version that's being submitted at deadline seven. There are a number of plots where we have overlaid the extent of the public highway mapping that we've received from national highways with our mapping that we use to produce the book of reference.

00:50:30:13 - 00:51:08:17

We are still seeing an an overlap there. So the applicant's position is that it would wish to still take a conservative approach and and note that there may be some public highway in which Wiltshire Council has an interest as highway authority rather than as a landowner. So I think there are a couple of plots that the app that had that had been a request for us to remove those but when the applicants land referencing team had overlaid the mapping, we we the mapping to to us shows that them that there is an extent of public highway.

00:51:08:25 - 00:51:17:07

So it was just to say we weren't there will be some requested amendments that we are not making and that's the reason for it. But it doesn't necessarily

00:51:20:03 - 00:51:48:25

anything but that's not quite the right expression. What I was going to say is it doesn't in some way make it public highway if it's not, it's just based on the data the applicant has available to it, which is the mapping provided and the exercise it's done comparing the GIS shapefiles, that's what we think it is. Obviously if it's not public highway it doesn't make it public highway just because we've said it is in a book of reference. We felt it was appropriate to take a conservative view based on the mapping data we had.

00:51:51:00 - 00:52:07:05

Bueno? Thank you. Isabela Bueno, the Welsh Council. Our understanding had been that the issue was resolved, so perhaps outside of the hearing and we'd be grateful if the applicant could confirm which plots that specific reference to so that we're understanding of the up to date position.

00:52:07:08 - 00:52:20:08

Yes, and then I think if it is resolved or there's still some parcels which are not, it would be helpful then within your deadline seven submission to really specifically identify those parcels just for the XA's purpose.

00:52:21:07 - 00:52:26:26

Claire Burchard, applicant, yes that's fine. We'll send confirmation of the specific new plans.

00:52:26:28 - 00:52:59:00

Thank you. Now, my colleagues may have been taking some note of the actions, but there were relatively limited number actions of today. The vast majority fall to Mr Threlfult to make himself available to every affected person for a chat next week. He's going to be a very busy man. And obviously some follow ups required from Mr Jones in terms of the submission of deadline seven. But we will detail the actions of course as soon as we possibly can, but there's relatively few arising from today.

00:53:01:07 - 00:53:34:03

All submissions and the updates for Deadline seven are Friday second of October. Appreciating what you said, Broderick, that there may be in terms of the Crown Estate if that gets bottomed out before the close of the examination, of course, the XA would certainly almost exercise its discretion to receive an updated book of reference. We see where we are when we arrive at that point. So, I have nothing further to add. My colleagues haven't alerted me to any further questions. Nobody online's got a hand up, so I'll proceed to close compulsory acquisition hearing two.

00:53:35:09 - 00:53:42:05

But to remind everyone, we are back at two o'clock for issue specific hearing nine on the development consent order. So this hearing is now closed.