



## Hearing Transcript

<b>Project:</b>	Sea Link
<b>Hearing:</b>	Recording of Compulsory Acquisition Hearing 2 (CAH2) - Part 2
<b>Date:</b>	25 March 2026

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FULL TRANSCRIPT (with timecode)

00:00:06:27 - 00:00:38:21

Hey. Welcome back. The time is now 1135, and we'll just resume this hearing. Um, can we move on to, uh, James Rogers? Yes. Uh, Syracuse shake for the applicant. So the James Rogers, um, issue really, um, relates to a third party development proposal on their land. Um, we have been negotiating heads of terms with the landowners agent. Um, and the main issues really left there. Again, soil condition surveys, access drainage rights and easement consideration and compensation.

00:00:38:23 - 00:01:18:10

And we're hoping the heads of terms can be agreed in principle by the end of the examination. But the fundamental issue really is this Cambridge Power option that they have. Um, the cable limits of deviation are designed in this area to allow for flexibility in interaction with the proposed SPR landscaping landscaping schemes. but until the applicant can confirm the exact location of the cable within the limits of deviation, the landowner, Mr. Rogers, has said that they won't sign the heads of times as they believe it will risk the battery storage development, and they may even need consent from Cambridge Power before entering into an option agreement.

00:01:18:12 - 00:01:31:09

So that's really where we are with that and this. Um, and although James Rogers owns a number of plots, this is just in relation to, uh, plot 219, isn't it? Yes it is. That's the only. That's the only one. Yes. Anyone? Okay. Yeah.

00:01:35:24 - 00:01:49:24

And in the statement negotiations, it did say that, uh, they were going to be part of the, uh, agents group meeting on the 23rd. Yes. Is that so? That's what we update on this issue, or will we understand that they will. Well, we might have an update on that issue.

00:01:52:11 - 00:02:18:03

But First Minister for the applicant, I don't think we will get an update on this particular issue from that. What that meeting will hopefully allow us is to agree the heads of terms in principle, and then once we can resolve this particular issue, that will mean the heads of terms are ready to be signed. It's I don't think that we'll be in a place to agree. Those heads have to get the heads of time signed by the end of examination, just because of this issue with with the overlapping development.

00:02:19:09 - 00:02:20:00

Okay.

00:02:22:15 - 00:02:58:11

Okay. We'll move on to Jean Bunton. Yes. I appreciate for the applicant. So Jean Bunton. So in this case, um, the um, applicant, applicant, um, is continuing to attempt to enter into negotiations with the agent, but there's a real reluctance here to enter into negotiations at all with the applicant. So I'm

afraid we don't believe an agreement will be reached by the end of the examination. I mean, the concerns are that she has raised our adequacy in negotiation for voluntary agreement.

00:02:58:18 - 00:03:33:09

Landowner consultation and construction impacts on the property and property valuation impacts. These are her concerns. It is only temporary use for Access Class nine rights that we're seeking. So there won't actually be any impact, um, in due course. Um, we have had a meeting in October 2025 to discuss the heads of terms, but, um, the agent said they weren't. The commercials were not adequate. We've made contact again on the 7th of January. Um. They said the landowner said that the agent hadn't shared the heads of terms with them.

00:03:33:11 - 00:03:55:23

We issued the heads of terms directly to the landowner. Um, but, um, the agent wasn't happy that we did that. Um, so, um, we're we're we're a bit, a bit stuck there. So, um, what we have done is updated the, uh, heads of terms to reflect the temporary nature and, um, of the of the access rights. That's where we are with with this agent. With this. Okay.

00:03:55:25 - 00:04:33:24

And I mean, I understand the only objection that we've had into the examination was her relevant met, which was 5.40. And she was basically concerned that the proposed use of the property for access will cause unacceptable disruption to the quiet enjoyment of land. So, um, I understand her original, um, objection. Um, because, uh, we're having issues with, um, negotiation and and contacts in this party. Uh, can I have an action point where you just give me just just a summary of negotiations with that party dates when you've met and what you think the concerns are.

00:04:33:26 - 00:04:41:04

Just. So I've got it all laid out, because if they don't contact the examination again, it's difficult to know what the what the outstanding issue is.

00:04:41:06 - 00:04:42:27

Yes, we'll do that.

00:04:43:06 - 00:04:43:25

Okay.

00:04:44:24 - 00:04:51:25

As I say, the last, um, the last contact we made was on the 9th of March. So quite recently. But no feedback from from them. Okay.

00:05:25:15 - 00:05:28:07

Okay, so we'll move on to Kent Wildlife Trust.

00:05:28:09 - 00:05:28:25

Yes.

00:05:29:06 - 00:05:33:09

Give me an update and then we'll move on to and move over to Walla as well.

00:05:33:11 - 00:06:03:29

Yes, ma'am. Sarah for the applicant. So the Kent Wildlife Trust. Um, we've obviously been having meetings with them, but the agent has told us that they're not instructed by the clients to negotiate heads of terms for the project. And with us, they confirmed that in November 2025. Um, they maintain their objections to the CAA temporary powers as well. Um, they say that they will perhaps engage with us further if the DCO is granted. We've made multiple attempts to engage with the landowners agent.

00:06:04:01 - 00:06:13:29

The latest was on the 2nd of February, 2026. We don't think that there will be an agreement reached before the end of the examination, simply because there isn't a willingness to engage with us.

00:06:14:28 - 00:06:21:02

So in the latest statement of negotiations, it's said that you come to London on the 16th of February.

00:06:21:04 - 00:06:22:18

2nd of February, I think.

00:06:24:27 - 00:06:25:28

We can check that.

00:06:26:03 - 00:06:56:28

And also in the negotiations it talks about London having freehold, leasehold and occupation. But in terms of the plots that are listed, it doesn't list plots five, ten, five 3518 and 538. No. Which are the freehold plots as per the book of reference. But they're not listed in the schedule of negotiations and the list. Um, so as an action point, can you, just as I start just to just check Check the the right plots. Uh, as the statement negotiations is incorrect or the book of references to an error.

00:06:57:07 - 00:06:58:11

We'll check that. None.

00:06:59:03 - 00:07:11:23

Um, can I ask? Um. Well, I'm on behalf of Kant. So just explain what your specific objections are in terms of, uh, siao of land or rights on these plots of land.

00:07:14:01 - 00:07:29:23

Good morning, Stephen Weekes, Kent Wildlife Trust. Um, yes. I was, uh, an in principle objection to the the scheme in general, um, and a reputational risk for the organization if we were seen to be entering into voluntary agreements with National Grid.

00:07:30:23 - 00:07:40:11

I completely understand that you've got an objection to the scheme. I need to understand what your specific objection is to the compulsory acquisition, rather than to the scheme in general.

00:07:42:29 - 00:07:59:17

I think it would be perceived by some of our partners that we've been working with in the campaign against Sealink, that if we entered into the voluntary agreement, then it would be making it more likely that the scheme would go forward. Um, so again, a reputational risk for the trust.

00:08:00:01 - 00:08:18:12

I understand that, okay. So in terms of specific objections to CA, can you just talk through the plots where you where you would have a specific objection and what those what the specific reasons are in terms of thinking about the overall scheme just for those individual plots. That would be helpful.

00:08:18:23 - 00:08:29:01

Yeah, certainly. I'm afraid I haven't got the the numbers to hand, but they are the ones um, on the foreshore, um, where the cable passes through our freehold title.

00:08:29:15 - 00:08:33:18

Well, maybe we could the applicant could just show those plots on screen. That would be helpful.

00:08:34:02 - 00:08:42:14

So, um, yes, if we could show, um, the Ken plots five, ten, five, 13, 518 and 538. I think these are the ones.

00:08:44:05 - 00:09:16:01

That's correct. Yes. Um, yeah. We've obviously had concerns around the, uh, methods that the cable will be installed through the intertidal there. Um, we've had some reassurances from National Grid about the, um, the HDD around the saltmarsh. Sorry. Um, horizontal direct drilling, uh, through the saltmarsh area, but not how far that will extend out into the the foreshore where, um, open trench. Um, laying of the cable may be required.

00:09:16:03 - 00:09:40:07

So we still need clarification around there. Um, we've also had concerns around the ecological survey work that the applicant has undertaken, particularly around, um, marine mammals. Um, and, and the seals particularly given these this location is so close to the mouth of the River Stour, which is the major haul out area for the for the seals within the National Nature Reserve.

00:09:43:26 - 00:10:15:11

Thank you. Um, Would it be possible for an action point to can Wildlife Trust for you to just apply for me at deadline six? A list of of those plots that we just we just mentioned that shown on screen. And just for each plot, just detail what the specific concern is for that particular plot. Just so I understand where where you're at in terms of your objections, just in terms of CA and um, of London rights, that would be really helpful. Would the applicant like to comment on any of the points that have just been raised?

00:10:15:24 - 00:10:23:05

I'll just to ask if anyone does. And I just to point out, though, that these plots, these freehold plots are actually in appendix B, we've just checked.

00:10:26:18 - 00:10:31:00

I was looking at the the spreadsheet that you created and listed. I see plots in there.

00:10:31:02 - 00:10:31:25

That's correct.

00:10:31:27 - 00:10:34:13

That so they they're missing from somewhere.

00:10:34:21 - 00:10:43:18

Yes. Let me let me just see if there's anyone on the team who wants to comment specifically. I'm getting no, I'm getting shaking heads. So nothing on this point.

00:10:43:20 - 00:10:47:25

Thank you. Okay. Is there anything else that Kent Wildlife Trust would like to raise before we move on?

00:10:48:26 - 00:10:50:11

Uh, no. That's it. Thank you.

00:10:50:13 - 00:10:54:01

Okay. Thank you. So we'll move on to Lindsey. Peter Tomlinson.

00:10:55:26 - 00:11:30:24

Syracuse shake for the applicant. So, um, Mr. Tomlinson, um, again, uh, you can see there that the applicant is having positive discussions and engagement with this landowner's agent. Um, we're finalizing the remaining points on the in the heads of terms. The final points, again, are the soil condition surveys, access drainage rights, and then the commercial terms. We do have a meeting arranged with this landowner and their agent as well on the 14th of April. Um, so we are quite positive. I think all of us are quite positive that we will come to an agreed position by the close of examination, subject to the commercial terms being agreed.

00:11:31:26 - 00:11:41:02

Okay. And can you just, uh, detail for me what what are the specific concerns that are still outstanding? Is it is it just the, uh, soil condition surveys? Yeah. Statement drainage.

00:11:41:04 - 00:11:50:10

That's it. And And the commercial terms. So it's a pre entry soil condition surveys and reinstatement access and drainage rights and then commercial terms.

00:11:51:10 - 00:11:58:13

Okay. And I also understand from the statement of negotiations that again there was this meeting on the 23rd that this landowner was involved with.

00:11:58:22 - 00:12:04:20

Yes. Yeah. And their agent. But I think there's another one on the 14th of April, though, meeting.

00:12:05:19 - 00:12:31:12

Just Minister for the applicant. Um, yeah. The meeting on Monday was agents in Suffolk representing most of the route to kind of agree these final points between them. And we'll receive feedback on that to kind of transfer those into the heads of terms, if appropriate. Um, and the meeting on the 14th here is specifically with, with the landowner and their agent. So we're hoping that kind of templates will be agreed by that point with their agent, and then they'll just be the final commercial terms to agree.

00:12:32:16 - 00:12:33:19

Okay. Thank you.

00:12:35:15 - 00:12:42:17

Uh, moving on to Nicholas Oakfield. That's just for plot 533 I think in part.

00:12:42:19 - 00:13:17:15

It is 533 for the applicant, so. Well, in this case, um, there we've just had a recent meeting in February 23rd, and the landowners primary concerns there are on the construction impacts on their property, noise, dust, light, etc., not the rights per se. Um, so we've met a project. Engineers met with the landowner to discuss the potential construction impacts and potential mitigations. And we continue to negotiate heads of terms with the landowners agent. And again, the the final points to be agreed are the same ones to do with surveys, drainage rights and commercial terms.

00:13:17:17 - 00:13:42:29

We think we will, um, agree template terms with the agent. Um, we won't probably agree agreement a reach agreement by the end of the examination due to the ongoing concerns about the impact on their adjoining property. Um, but it is just worth noting that it's a very small area of HDD cable corridor, and those rights may not be exercised at all. So there may not be any. And there's no surface impact on their property.

00:13:43:02 - 00:13:51:07

Yes, I know, it's just the kind of is it. Is it actually going through. Is that corner at the end of the garden or is it just a field adjacent or is it. So it's part of the garden I.

00:13:51:09 - 00:13:57:14

Believe it's field adjacent. Was it. It's a very long garden. So it's it's there okay.

00:13:57:16 - 00:14:02:06

But it is, it is effectively you want to compulsory acquire the end of their garden. Yes.

00:14:03:29 - 00:14:08:02

Right. Andrea. But I can ask, um, do you want to just explain exactly what it is?

00:14:08:04 - 00:14:23:17

Yeah. Jack has done it on behalf of the applicant. Um, it's it's cable route. So it's class three rights. Um, we wouldn't intend to do any open cut works. It would. It would literally be underneath that surface. Um, and that's subject to the limit of deviation within the landfill cable corridor.

00:14:23:19 - 00:14:32:27

And they're not concerned in terms of, I don't know, reinstatement afterwards. If the cable was under the car of the garden, it's more the the effect from their property noise and dust.

00:14:32:29 - 00:14:39:02

Yes. They don't seem to have an objection to the rights themselves. It's the dust. Um, impact noise, light, that sort of issue.

00:14:39:04 - 00:14:39:22

Okay.

00:14:43:18 - 00:14:49:25

Um, next we have ScottishPower renewables. So if you want to give me a quick update and then we can go back to Mr. NS.

00:14:49:27 - 00:15:20:26

Yes. So, um, Sarah, for the applicant. So this is the statement, um, agreed, hopefully to be confirmed by Mr. Innes. This is an agreed statement with SPR for the purposes of this hearing, ma'am. And the applicant is aware that SPR are progressing their schemes and as such, continue to exercise their options to purchase land. The applicant is aware that further updates to land documentation is required to accurately reflect the interests of SPR and its project companies. SPR has also informed Njit that further land acquisitions are imminent.

00:15:20:28 - 00:15:38:06

The parties have agreed to meet to coordinate updates to the land documents for deadline six, and we are working positively with SPR across a variety of land and commercial agreements for the delivery of the projects, and both parties are committed to reaching agreement to allow all projects and infrastructure to coexist.

00:15:38:26 - 00:15:50:17

And also, has those already been raised. I had in my notes that they have identified a number of inaccuracies at about 5171. What progress has been made to try and rectify these issues?

00:15:50:19 - 00:15:56:15

I'm going to ask Miss Stoddard to update you, ma'am, on what progress has been made in that respect.

00:15:57:06 - 00:16:24:11

Jackie stood up on behalf of the applicant. That's effectively what the meeting next Wednesday is to go through. We'll run through each of the individual plots in the book of reference. Understand with a little bit more detail, the nature of the interest that SPR or its project companies have over those plots. And of course, some are multiple as they work through. So that effectively by the D6 submission, ideally sooner we will have an accurate representation of SPR interests as at that date.

00:16:25:26 - 00:16:42:09

And obviously we've got a previous action point anyway for you to give me an update. Um, I know the book of reference isn't due to be submitted a deadline six but if there is a significant update revision, I'd appreciate if you could resubmit the book of reference and other documents that affect that.

00:16:42:12 - 00:16:50:19

Jackie stood up on behalf of the applicant. Yes we will. We're aware of one other interest where there is some further updates. So there will be a submitted book of reference at D6.

00:16:50:23 - 00:16:55:03

Okay. Um, would ScottishPower renewables like to comment now?

00:16:57:21 - 00:17:30:04

Yes. On behalf of Scottish Power Renewables. Um, just to say in terms of, uh, the position is that, uh, we have been making submissions regularly. Um, to the applicant and to this examination about information relating to, uh, the various land interests. Um, it would be fair to say that, um, having heard the initial statement that it doesn't it does appear to have been quite a lot of weight placed on the land register searches. And we've been giving information, uh, which is, uh, before that's become available.

00:17:30:06 - 00:18:04:25

And an essentially the sort of time lag between the land register picking up the land transfer documentation. Hence why effectively we're not. We're almost done. A couple of deadlines behind at times with the land register relative to the information that's being set out. So there is there's this background of, uh, a time lag, um, which we hope to be able to rectify next week. Um, I think the other point is that there's quite a lot of areas where we've been also identified as having, uh, reputed ownership or options.

00:18:04:27 - 00:18:36:29

And equally, uh, the next week will be an option or opportunity to, to reduce the scope of that, because there's quite a lot of particularly with options, the help of the landowner. And then what happens then is attributed to the whole landholding. Uh, and hopefully through that process, we can narrow the extent of our interests that are represented in the book of reference as well. So it's making sure it's accurate as to what we've actually got. And also it's to make sure that we are not reputed to have, um, either land or claims that we don't have.

00:18:37:04 - 00:19:08:10

Um, and yes, we are making good progress and hope that that meeting will essentially resolve that. And equally, we'll set out what's about to happen so that nothing will come as a surprise in terms of further acquisitions that are currently entering and taking place. Um, and obviously, it will be important that you have the most accurate, uh, book of reference at the close of the examination. But as I say, we will be making sure that there is no surprises. And there's a clear indication it's just some of the land deals are dependent on each other.

00:19:08:12 - 00:19:43:18

So for example, one facilitates an access to to fields etc.. So until the the first purchase is completed the next ones can't complete because they're improving creating rights and facilitating mitigation. Um, that really deals substantively with the sort of technical book of reference issue in terms of the Any wider objection to the CPO powers? Um, those are, in principle against the compulsory acquisition of the land at the substation on the on the grounds that it shouldn't be necessary, um, in that context.

00:19:43:21 - 00:20:25:15

Um, uh, obviously, we've made very good progress with land assembly. Uh, and probably helpful for you to have, uh, a composite copy of what we've acquired, um, so that you have an understanding of, of, of that context. And again, we'll seek to achieve that at the next deadline. Um, and insofar as the sort of, um, substation, uh, situation is concerned, uh, clearly we are at our engaged and ongoing, um, um, engagement and negotiation with the applicants over the transfer of the benefit of the actual substation site and associated, uh, rights and infrastructure to deliver that.

00:20:25:17 - 00:21:05:09

Um, and there has been Uh, progress on that front. Um, and we are in, uh, detailed discussions about taking that forward. Uh, it's hard to tell whether that will be completed by the examination. Uh, and, uh, but it's going to be at or around it, but we certainly can't guarantee it. Um, so in that context, again, we will obviously keep you updated with that particular matter. Uh, because once, uh, that is agreed, there will potentially be, uh, land transfers where the applicant gains, uh, effectively the, uh, the land without compulsory acquisition being required.

00:21:05:16 - 00:21:36:23

Um, and I suppose the as I've, we've highlighted, I don't want to repeat it. So the key issues for the, for the, uh, SPR entities is the potential impact that the continued application of compulsory powers has on the off Dau and our future abilities to, uh, which are obliged to do to to Uh, transfer the assets, of course, to a third party. Um, but also the other aspects of welfare and the compulsory acquisition.

00:21:36:25 - 00:22:16:29

And we've put together mitigation measures as well in relation to landholders and landowners, etc.. Um, and potentially the compulsory acquisition powers could interfere with that as well. Um, but I fully accept that. As I say, at the current stage, we're at a advanced stage and we'll keep you updated in relation to those matters. But clearly, it is very likely that very substantial issues or developments will occur in the relatively near future in relation to those matters. And the only other, uh, compulsory acquisition is that we've got a cable crossing, which, uh, probably best come to in the other part of the agenda, which is in the, I think, section four.

00:22:17:01 - 00:22:22:20

But, um, that really sets out the current position. And as I say, things are very busy.

00:22:23:18 - 00:22:47:13

Yeah. Thank thank you for that update. Um, I know you said you're going to supply me some information, but just for the record, I'll put an action point for an update from yourselves at deadline six, just so we know where we are at that point, because I understand things are moving quite quickly. Um, so at least I can get a few snapshots of where we are at certain points that would that would help. Thank you. Is there anything the applicant would like to respond to before we move on?

00:22:47:16 - 00:23:16:27

Uh. No, ma'am. Thank you for that. Um, I think I don't think anything changes from what I said. We are making advanced progress. We will update you as we can. There is a section, um, a statement of common ground that deals with a lot of these issues. And there is the question of the ongoing discussions on the transfer of benefits. I just want to turn to Mr. Parker in case there's anything he wants to add at this stage. Having heard, Mr. Ennis, I know we'll pick it up at the next topic. Thank you.

00:23:16:29 - 00:23:32:19

Okay. Thank you. So next on my list I have statecraft UK limited, which I know we raised at the Last, um, last hearing. And they're not in the Lamanites track. They're not in the setting of negotiations. And you can probably explain what's happened in terms of that. That party.

00:23:32:21 - 00:24:03:12

Yes. In fact, thank you, ma'am. I appreciate, uh, for the applicant. So statecraft. Um, they have an option over Ebbsfleet Minster land in Kent. That's what they have. Um, they, um, have not, um, responded to any contact we've attempted to make with them. Um, we keep on trying in different ways. Um. No response. We've sent letters. We've sent letters to the solicitors who originally contacted us. I think it's Eversheds. No response. We've contacted them. We've gone on their website.

00:24:03:14 - 00:24:18:20

Um, we do know that that option agreement is due to expire in December 2027. Um, and we're not aware of any live connection agreement, no planning application. We've done lots of searches. Um, so as far as we're concerned, we'd be very pleased to hear from Stuttgart Kraft. But but there's nothing at all from them.

00:24:18:22 - 00:24:48:22

Okay. Um, can I have an action point from the applicant to just provide a response to the original relevant rep that StarCraft UK submitted, which was, uh, 5075. Um, because that wasn't originally included in, I think it was up to 101 for your responses to, uh, land issues. Um, just so we've got so we've got the full picture and then if StarCraft don't get in touch again, we'll, we'll. That's as far as we can go. Yeah. Okay.

00:24:49:14 - 00:24:50:12

We'll do that.

00:24:50:17 - 00:24:52:10

Um, next is Jim Robertson.

00:24:52:12 - 00:25:32:28

Yes. I'm Sarah Bishop for the applicant, Struan Robinson. So in this case, we are, um, progressing negotiations on heads of terms constructively. The most recent meeting was on the 5th of March, which was very positive. Um, we don't see any reason why the heads of terms would not be agreed by the close of examination. Um, there are again, ancillary rights being sought. Identification of opportunities to reduce severed parcels of land and commercial elements that are still the subject of

discussion, but we understand that the landowner's agent is going to be meeting the landowner imminently, and we are in regular contact with the landowners agent to seek updates and follow ups.

00:25:33:00 - 00:25:36:25

And we are positive. We're hopeful in this context.

00:25:37:06 - 00:26:02:16

Okay. Um, can I just ask you, uh, Mr. Robertson did put a representation in five, dash two, two, three. Um, obviously you will respond to that at deadline six. But just just as a note, I need to see a response to that. That's a representation. And also, can we just show plot, uh, plot two one, three three on the screen, please? That's one of, um, Mr. Robertson's plots.

00:26:14:03 - 00:26:15:12

Two. One. Three. Three.

00:26:15:14 - 00:26:35:11

Yeah. And Kent, it is a plot that we've we've had Covid before. Yeah. And while it's coming up, just my my question is at the moment you're looking to compulsory acquire the land, but you're using that plot for environmental mitigation. So I don't I still don't understand why you can't just compulsory acquired rights only.

00:26:36:07 - 00:26:39:21

Can I ask someone to comment. Is that who's going to be Mr. Buckley? Are you going to

00:26:41:07 - 00:26:44:14

two. One. Three, three. All right.

00:26:48:25 - 00:27:15:23

Yeah. James Buckley, on behalf of the applicant, um, the land is required for advanced planting and, uh, landscape and ecological mitigation, um, which is we would need to then maintain for the life of the project, which is why we've got it down as part of the land. Initially. There will be a small compound in there as well, um, to do the setup of site. But once the main compound is in place, that will be removed for the for the mitigation.

00:27:15:27 - 00:27:41:04

I know in other locations, we had the discussion where you were going to have a construction compound and you wanted to compulsorily acquire the land so that future you could put the construction compound back in place. So you you still had the land, but in this location you wouldn't need another construction compound. So I still don't see why you need to compulsory acquire the land just for environmental mitigation, because you're not compulsory requirement in the locations.

00:27:41:13 - 00:27:44:24

It's landscape mitigation as well as environmental mitigation.

00:27:45:03 - 00:27:47:22

And that can't be done under rights only.

00:27:50:01 - 00:28:23:12

Jackie stood up on behalf of the applicant. One of the principles that we took when we were looking at the appropriate class of rights for the different elements is does it materially change the current use of the land? And so for things like landscape mitigation, it generally does. And that's how we determined it ought to be acquisition. If it's mitigation that can coexist with the current use. That's when we've applied the lesser class of rights to it. So this is intended to permanently change the nature of that land. We need to manage it. We need to deliver it. We need to ensure it can be affected.

00:28:23:17 - 00:28:30:01

And if that land is still owned by somebody else, effectively, there's nothing to stop them undermining what you're doing.

00:28:31:27 - 00:29:04:21

Okay. So if you're looking to compulsory acquire that just for landscape mitigation by limiting mitigation, um, can you apply for as an action point, uh, specific detail as to why it's justified that this land must be compulsorily acquired for that? For that reason, um, particularly because obviously we've got an outstanding objection from Mr. Robertson. I don't know whether his specific objection actually covers this plot of land. Um, but if it does, then, um, it's important that we understand why it's imperative.

00:29:04:23 - 00:29:09:16

And you can't do that landscape mitigation somewhere else or or do it in a different way.

00:29:11:03 - 00:29:24:02

Um, also, if you do have information about specifically what plots Mr. Robertson is still has concerns though. If you could, if you could let me know, because, um, they haven't told me in the latest, um, relevant map.

00:29:25:08 - 00:29:27:12

We'll take that as a point. Action point.

00:29:32:14 - 00:29:34:09

I see we've got a hand up online.

00:29:41:25 - 00:30:14:19

Uh, yeah. Apologies. Um, Mark Chandler, uh, on firstly, on behalf of Ebbsfleet Mintz Limited. Um, just a comment regarding Stack Craft UK limited. Um, going back to your point there, that is an option on my client's land. Um, we have asked StarCraft to get in contact with, uh, National Grid. Uh, and I'm awaiting contact details to supply to the applicant. Um, so that the proposal that StarCraft originally suggested can be discussed in more length.

00:30:14:22 - 00:30:28:02

Uh, I guess it would be pertinent for me to point out that our client is, um, hopes that any StarCraft scheme would not be prejudiced by, uh, the ceiling project.

00:30:30:00 - 00:30:30:21

Okay. Thank you.

00:30:30:23 - 00:31:02:01

Sir. And then moving on to, um, Struan Robertson. Um, on behalf of Mr. J. Paice, um, I shouldn't I should point out the fact that, um, in that particular instance, um, a large portion of the land owned by Mr. Robertson is subject to a restrictive covenant, um, and that has recently been challenged in the, in the courts by Mr. Robertson, um, where he he did not win out on that particular case.

00:31:02:03 - 00:31:33:15

And the restrictive covenant stands, that means that the land can only be used for agricultural use only. So whilst we are in discussions with the applicant and their agents, um, no formal terms have been agreed for the release of said restrictive covenant at the moment and therefore at the moment, as far as I'm concerned, uh, National Grid cannot acquire that land for their use under a voluntary agreement until terms are agreed with my client.

00:31:34:16 - 00:31:41:09

Can you just confirm which plots have got the restrictive covenants? Is it is it the plots? 2/1 33.

00:31:41:18 - 00:31:51:26

It is the main plots where the converter station is to be situated. So I can provide further detail and a plan to you. Um, separately.

00:31:53:10 - 00:32:06:10

Yes, please. So if we have an action point for you to supply information about this restrictive covenant with the the plot details and any of the information you have for deadline six um, with the applicant, like to comment on that point now.

00:32:07:05 - 00:32:12:00

Yes. I'm going to ask Miss Stoddard to comment to the extent she can. Otherwise we'll have to take it away.

00:32:13:09 - 00:32:59:00

Jackie said on behalf of the applicant. The first response just in relation to StarCraft, we very much welcome the contact from StarCraft to understand their program and absolutely would hope that coexistence was possible in relation to the restrictive covenant. We have details of the covenant. We've been seeking legal advice in terms of what that means, the implications, um, we understand who the beneficiary of that covenant is and understand that we need to have a conversation to effectively affect its release. And if a voluntary agreement can't be reached, I think this is one of those clear examples of why compulsory powers are necessary to be able to cleanse that title, and ultimately it would be a compensated matter, but we would clearly like to reach a voluntary agreement on that basis in the first instance.

00:32:59:14 - 00:33:04:07

Okay. Thank you. Thank you for that update. Is there anything else, Mr. Chandler, that you'd like to raise?

00:33:04:18 - 00:33:07:26

No, not in connection with those points. Thank you, thank you.

00:33:07:28 - 00:33:10:28

Um, can we move on to William Knockouts estates limited?

00:33:11:06 - 00:33:44:04

Yes, ma'am. Sarah. For the applicant. So again here. Um, we have been working with the landowner to reach a voluntary agreement, and we're, um. We have a further meeting with the agent and the landowner, um, on the 30th of March to take, um, outstanding concerns forward in relation to the heads of terms. Um, the issues again, that are unresolved are termination, reinstatement provisions, soil condition surveys, commercial matters and then proposing proposals for the ongoing management of the mitigation land requirements.

00:33:44:10 - 00:33:58:04

Um, there has been, um, prolonged discussions and the discussions have been complex in this respect. Um, I think it might be helpful if I ask Miss Lista here to just perhaps give you a bit more detail on this particular.

00:33:58:09 - 00:34:15:15

Um, yes. And before I do, um, I'm sure you've seen 5 to 10 from knock. So what you're telling me and what's come from that representation. There seems to be a bit of a disconnect and William not cuts are clearly not happy with the negotiation. So yes. An update please.

00:34:16:29 - 00:34:48:02

Jasmine Lester, on behalf of the applicant. Yeah. His rep has acknowledged, um, and I think, you know, he's referenced the progress of negotiations. And I think we acknowledge that actually, it's it's quite complex in terms of the rights we're seeking that I understand in the land plans it's all shown as freehold acquisition. But we are looking at alternatives to that with the landowner, which couldn't be sought through CA powers, um, due to the different types of mitigation and rights that are theirs. We've got the environmental mitigation, the access road, the permanent compound.

00:34:48:10 - 00:35:19:27

Um, so we're trying to agree kind of different types of leases and management agreements down the line with the landowner to enable him to retain the freehold where possible. Um, but give the applicant the rights and the control that they need to be able to implement the mitigation requirements. Um, we are having, you know, complex negotiations and to get to a point of agreement, uh, it's ongoing. We're meeting with them again. We met with them a couple of weeks ago. We're meeting with them next week.

00:35:20:05 - 00:35:40:22

Um, kind of the pace is ramping up at this point. Um, there are, as, um, has been mentioned, some kind of outstanding points which we're hoping that we can reach agreement on. Um, I think we will provide a further update at deadline six to update on the meeting next week and provide a full response to to his deadline five submission.

00:35:40:24 - 00:36:04:14

Yes, yes, I would like as a as a specific action point for you to respond to his rep, 5 to 10. And in particular, he does raised three points that he's particularly concerned about the, um, uncommercial designation of the land for environmental mitigation, location of the construction compound and the alignment, the access road. So specifically with those points, what you've done and what you think you can be done to to allay his concerns.

00:36:11:06 - 00:36:21:20

Obviously, as a general point, just continue to work proactively with all the parties. Um, because in the first instance, we should be looking at trying to get voluntary agreement through the lab and using the CAA process.

00:36:21:25 - 00:36:26:16

And to know that that is our clear, um, intention.

00:36:26:18 - 00:36:38:22

Thank you. So I'm going to move on to item 2.3 now. Um, are there any other affected persons who want to raise any outstanding concerns with the Xa that we've not already discussed? Yes, Mr. Mahony.

00:36:39:04 - 00:36:41:01

Thank you. Um, just to clarify.

00:36:41:03 - 00:37:07:06

I'm here this morning. Um, as an individual, not representing anybody else. Um, I really apologize for the fact I have to be here today. I sincerely hope not to be here. As you may recall, I did attend. I did register to attend the previous hearing, but decided because of discussions with National Grid that I, I didn't. Um, how are those discussions have not progressed. And to be clear, do I need to identify the plots we're talking about that would help?

00:37:07:11 - 00:37:12:08

Yes, that would help. And if the applicant can put them on the screen as well, just real clear on on the issue.

00:37:12:11 - 00:37:15:23

2229 232 and 233.

00:37:17:12 - 00:37:21:04

It's the field to the west of the substation site.

00:37:27:20 - 00:37:28:05

That's it.

00:37:31:29 - 00:38:13:03

Okay. First, I'd like to say I have no objection in principle, um, to what National Grid want to do on my land. I have no problem with that whatsoever. What is really all about is whether they have the existing rights to do that or not. I don't believe they do have existing rights under the current easement. And it really boils down to a somewhat arid interpretation debate, which I'd rather not get into here. But, you know, I think one one group thinks they one national group thinks they do have the right, and I don't think they do. Um, and, um, uh, fundamentally, I feel like what's happening here is I'm being bullied by a large and powerful corporation, and I don't like being bullied.

00:38:13:10 - 00:38:44:21

Um, but I think there is a very easy way to sort this out. And I have expressed this to National Grid's land agent, which is that I think we simply can agree to disagree and that we can enter into a license for National Grid to carry out the works that they want to do. I'm not looking for any payment for that license, because there will be a, you know, a few hundred pounds, perhaps a bit more. But National Grid have already cost me hundreds of thousands of pounds. So in the context of that, it's utterly irrelevant. Um, so that is essentially my position.

00:38:44:23 - 00:39:15:14

I'm very happy to enter into a licence, but I do want that sorted out before the end of the examination, because the examination ends. And I think the pressure to sort this out will diminish. Um, and I, we left with the, the very boring task of having to instruct counsel all that very tedious stuff, which I'd really rather not do. Um, so that's my personal position. The other point, which, um, uh, National Grid's, um, agent is aware of. And by the way, this is I'm not I don't represent Mr. Fulford, but Mr.

00:39:15:16 - 00:39:45:23

Fulford is the, um, the landowner adjacent to me. That's plots 230 and 231. And I have discussed with National Grid that, in fact, they don't need access over that land to carry out the works they wish to carry out. There is access from my field, and I think, you know, it would therefore be sensible to eliminate, um, those plots, not least it's one person who is less affected by what is going on here. So I do not represent Mr. Fulford. Just an observation.

00:39:45:25 - 00:39:51:03

I have discussed it with National Grid's agent. I think that's what I want to say. Thank you.

00:39:51:05 - 00:39:54:19

Thank you very much. Can the applicant respond to Mr. Martin's points, please?

00:39:54:21 - 00:40:25:29

Thanks. Thank you. Sir, can be a sheet for the applicant, if I can deal with Mr. Mani's, um, deed point first. Um, as he points out, um, Njit proposed to rely on their existing rights under this deed of easement to undertake the proposed works. Mr. Mahoney has made it clear that he doesn't consider that we have those rights. We think we do, but we've included the land for completeness, because if there are challenges to the deed, we obviously need to be able to have a complete powers to, to proceed.

00:40:26:06 - 00:40:53:20

Um, we aren't going to be entering into any licenses because that would undermine all of our deeds in this context so that that that won't happen. So I think it is it is just a dispute between us and, um, we we can't be having the deeds challenge then delaying the project. So that's why they included. I think it's as simple as that. I'm not sure. And we have had meetings with Mr. Barney. He's we didn't get anywhere in those meetings, but we have tried to have them. So certainly no intention to bully Mr. Mahoney.

00:40:53:22 - 00:40:58:22

Know what I mean? what do you suggest can be done to try and come to some sort of agreement on this?

00:40:58:24 - 00:41:28:00

Well, I think that, um, I think the legal position for the applicant is, is, from our perspective, I'm afraid, very clear that we do believe we have the rights under the deed, and we would exercise those rights. If Mr. Mahony is going to challenge that, then we would rely on the rights through the DCO. I'm not sure there's anything more unless anyone has anything else to add. I think unfortunately, that is the position. Um, Mr. Marti doesn't agree with that interpretation. We are confident that we that we are correct.

00:41:29:28 - 00:41:36:11

Um, okay. Is there can you supply as an action point your evidence in terms of what you.

00:41:36:13 - 00:41:37:07

We can explain?

00:41:37:09 - 00:41:42:01

Yes. In terms of to back up what you're saying. Um, so, yes, I'd like to respond.

00:41:42:04 - 00:42:13:18

Um, I appreciate what is being said, but I can't see how, um, National Grid's rights are undermined if we agree to disagree, they maintain their position. So there's no undermining of National Grid's rights. It will enter into a licence in this situation. I'm respecting that view. I don't happen to agree with it, so I can't see how it undermines going forward if we enter into a simple license. As simple as that. Also, I suspect National Grid have a variety of easements. This is called an easement. Way leaves up and down the country. This one was entered into in 2002.

00:42:13:20 - 00:42:43:05

So I suspect, you know, there are a number of ways we entered into synch at that point which have different wording, no doubt possibly, to address this very issue. But I am concerned about if I concede on this, given the likely projects are going to come through, that my position will be prejudiced in the future, because they will, they will, they'll be granular creep as to what this deed means. So that's my concern. I want to stop that now and agree to disagree and have a pragmatic and sensible solution, and not have to raise the issue again. Thank you.

00:42:43:20 - 00:42:45:25

Thank you. And respond please.

00:42:45:27 - 00:43:17:12

Yeah. I mean, I don't think I can say more other than we do have deeds up and down the country. And that's why we can't undermine those deeds by entering into licensing agreements with or without payment with Mr. Mani specifically, because otherwise, um, we will be acknowledging that the deed in itself is not sufficient, which we think it is. Um, that's. However, we also don't want to risk a challenge to the deed, because Mr. Mani has made it very clear that if we do rely on the deed, he will be instructing lawyers and he will be bringing a challenge. Um, that's why we need the powers in.

00:43:17:14 - 00:43:26:03

In the order. I mean, if anyone else has got anything they can say at this stage, or if you'd like us to do anything more, um, we will, but I think I think it is just as straightforward as that.

00:43:26:05 - 00:43:45:26

Um, I just I'd just like you to try and work out if there's a way you can come to some sort of agreement with Mr. Mani during the examination, because I do understand his concerns. And he feels that when we get to the end of this, it'll just all get disappeared. So can you take an action point to to work again with Mr. Mani trying to come to some sort of agreement?

00:43:45:28 - 00:43:56:24

We will try to explain the deed again and see, um, and if there's anything else that can be done, I'm not sure that I can hold out much hope on this particular point, but we will try.

00:43:56:27 - 00:44:02:07

And would you like to respond to the other point that he made about the adjoining plots of land?

00:44:02:09 - 00:44:12:12

Yes. I mean, the first point is that I think he very fairly says he doesn't represent that. I think that's quite an important point. But I don't know if anyone's got anything they want to add. I'm afraid I'm not familiar with this issue.

00:44:14:10 - 00:44:48:19

Jackie stood out on behalf of the applicant. The existing deed of easement, which is fundamentally different to a wheelie because it's attached to the land, covers the entirety of the plot that the current overhead line sits in and gives us access to the point of the highway. And what normally happens in those situations is when we come to take access, you would agree a suitable route, but because there is a delineated route, there's always a fallback. So there's a degree of negotiation goes on at that time and a where leave is quite a different scenario because it's a license, it's attached to the person rather than the land.

00:44:48:21 - 00:44:56:18

So I do understand how those can be out of date and fall back. But we very much believe the deed of easement here gives us everything that we need.

00:44:57:29 - 00:45:05:02

Okay. Thank you. I see there's a couple of hands online, so the first one has got initials IB. If you'd like to speak.

00:45:10:20 - 00:45:47:02

Uh thank you ma'am. Uh, Ian Brown, Aldeburgh resident. Uh, I have two brief, uh, points to address. Um, I would like to ask that. Can the applicant assure us there's no potential conflict of interest with any Esso employees, with energy shareholding influencing compulsory acquisition decisions? And secondly, how can the applicant justify the compulsory acquisition of land when the needs case remains unproven? Under the N1 and the Planning Act 2008, these powers require a compelling case in the public interest.

00:45:47:18 - 00:45:48:15

Thank you.

00:45:49:26 - 00:45:52:21

Thank you. Could the applicant just respond to those points, please?

00:45:54:06 - 00:46:27:06

I don't think Mr. Brown is a has an interest in in in land. Um, obviously. I mean, there is no I mean, we're here. We're here in the middle of a process with independent inspectors, uh, holding the examination. And, uh, um, you certainly and your colleagues have already said you have no conflict of interest. Um, we're in a process. Um, it will be for the panel to determine whether we have demonstrated a compelling case in the public interest. We believe we have. And that's why, obviously, we're here. Um, and we rely on the evidence we put before you, ma'am.

00:46:27:08 - 00:46:34:15

And we maintain that we do have an independent case we put forward based on the compelling, uh, considerations.

00:46:35:01 - 00:46:39:08

Thank you. Um, and next, we have someone from the Think Kent satellite.

00:46:48:28 - 00:46:51:06

Mr. Shank. You can speak when you're ready.

00:46:51:24 - 00:46:52:18

Can you hear?

00:46:53:04 - 00:46:54:12

Yes, we can hear you.

00:46:54:17 - 00:47:01:21

Oh, thanks for your time. Good afternoon, everybody. On my Ramsgate resident, uh, Trevor Schrank. But I'm speaking on behalf of Ramsgate Town Council.

00:47:03:09 - 00:47:28:06

Ramsgate Town Council object to the compulsory acquisition of Minster Marshes. Adjacent lands. Pebble Bay, the old harbour port site and all other issues will be sent to you by email. There's a lot of information in there, but I think it would be far better for you to read it rather than me sitting and read a lot of it. We've probably gone over, but thank you for your time and understanding.

00:47:28:13 - 00:47:37:05

I may just ask the the the areas that you're talking about. Ramsgate Town Council and effective party. So you own the land.

00:47:37:16 - 00:47:38:01

Or.

00:47:38:03 - 00:47:39:10

Just don't pay the land.

00:47:39:16 - 00:47:49:21

And that on my Ramsgate town councillor and we send in our objections. And I'm standing here on their behalf, as I did yesterday.

00:47:50:05 - 00:47:55:09

In these specific objections in relation to the compulsory acquisition of compensation.

00:47:55:11 - 00:48:26:12

Mr. Marsh's Mr. Marsh's is near us, and Monkton Pequot buys a site that I've travelled and walked upon ever since I was seven, 70 years ago. But there's such a wonderful reserve and you can't really ruin that reserve. I mean, the old harbour port site. There's a lot of other issues on here, but all that talk about environmental, which we've all heard about. But I just thought because today's really was one of the last days that I should have a say, but is that is that good enough for you?

00:48:26:14 - 00:48:27:23

No, no, that's that's that's fine.

00:48:27:25 - 00:48:29:20

I thank you. Thank you for your time.

00:48:29:22 - 00:48:33:21

Thank you. That's okay. Anything you want to submit by deadline six in writing.

00:48:34:00 - 00:48:36:01

Thank you very much. I will do that. Thank you. Tom.

00:48:36:03 - 00:48:36:27

Thank you.

00:48:39:08 - 00:48:40:27

And Mr. Chandler.

00:48:44:16 - 00:49:03:02

Yeah. So, uh, Mark, Tana, in this particular instance, um, I just wanted to make a couple of comments in respect of, uh, Mr. Ian Mather, uh, who is a landowner affected. Um, and I don't know whether it's timely to do this now, whether you were waiting. Um, however, there are no.

00:49:03:10 - 00:49:11:06

Sorry. Just just so, Mr. Ian, me that hasn't submitted an objection into the examination. Are you submitting one now on his behalf?

00:49:11:10 - 00:49:41:17

Correct. Correct. Yeah. Again, we, um. We'd hoped that we were going to reach a voluntary agreement. Um, that's not been the case. Um, so we need to, I guess, safeguard opposition. Um, and make it clear. Um, in terms of Mr. Mather. Um, there is a small portion of, um, freehold land to be acquired from, uh, by, by ingot and the and the applicant. Um, that's to do with landscape mitigation.

00:49:41:26 - 00:50:30:11

Um, I guess that follows on from your point that you raised in respect of Mister Mister Robertson early wrong as to whether, um, the freehold acquisition is really required there. The applicant has answered that, uh, or or provided their answer. Um, the other, more pertinent point, though, is that that piece of land involves, um, the diversion of existing UK assets owned by and operated by UK Power Networks. Um, they are seeking rights under the CPO to acquire uh rights to divert such apparatus, yet cannot provide any specific detail as to which land is going to be affected by said said rights.

00:50:30:18 - 00:50:57:01

Um, of course, Mr. Mather is asked being asked to sign up to a voluntary agreement. Um, based upon unknown rights And on that basis I can't. It's difficult to understand how, um, that land can be included within the compulsory acquisition. If National Grid and UK power networks are unclear on exactly what land is required.

00:50:57:11 - 00:51:08:18

No, I understand. Could you help us? Could you just tell us the plot numbers for this concern for Mr. Mathur? Or maybe the applicant knows them and you show that on the screen?

00:51:08:20 - 00:51:15:27

214821492152416 and 417. That's what I have down here.

00:51:15:29 - 00:51:18:27

Can you tell me them against lowest. Sorry, sorry.

00:51:20:17 - 00:51:27:11

Um. 214821492152.

00:51:28:01 - 00:51:28:23

Yep.

00:51:28:25 - 00:51:32:26  
416 and 417.

00:51:34:26 - 00:51:35:21  
Thank you.

00:51:38:14 - 00:51:41:21  
If you could share those on the screen, that would be really helpful.

00:51:49:13 - 00:51:56:21  
Thanks. So these are. Is this the oh that we are concerned about that you're raising the objection for Mr. Matter.

00:51:58:01 - 00:51:59:06  
That's correct.

00:52:09:04 - 00:52:13:07  
Okay. So could the applicant just respond to the concerns that have been raised?

00:52:14:07 - 00:52:18:07  
I think that's Mr. Buckley. I think, yes.

00:52:20:00 - 00:52:50:02  
Uh, James Buckley, on behalf of the applicant, um, we're in current discussions with UK Power Networks over the solution to remove, um, an overhead line which is across the center of the access road, um, to the north of these plots. Um, the exact termination point of that overhead line is to be designed by UK Power Networks, and it could be at plot 418, or it could be all the way down to plot 417416. And the plots that we've just talked about in the corner there.

00:52:50:04 - 00:53:13:16  
So there's still uncertainty over the design work that UK Power Networks are undertaking, which is why we haven't got certainty over exactly which plots of land we need for this diversion. But it's we've looked at it from a engineering perspective with our contractors, and they've given us two options. We're waiting for UK power networks now. Once place the order with them to firm up, uh, the requirement for them for their network.

00:53:13:18 - 00:53:27:26  
Okay. And then the other plots are (214) 814-9152. Um, what's the concern in that location, then, where Mr. Chandler wants to, um, explain.

00:53:29:14 - 00:53:52:18  
No, it's really those plots. Um, I'm just looking at the plots now. Um, It's it's slightly unclear from that drawing, but it's effectively those plots next to Ebbsfleet Farms. So um, 215 is it 2152. Uh, there is the other rights being sought for the diversion.

00:53:54:07 - 00:53:54:22

To.

00:53:54:24 - 00:53:55:09

Have it.

00:53:58:06 - 00:54:02:13

Okay. Yes. Could the applicant just respond to that, that question then?

00:54:02:19 - 00:54:03:04

Yeah.

00:54:03:06 - 00:54:30:18

James Booker, on behalf of the applicant, there is also the need to bring the mains power supply into the site through this area as well, which again, we are waiting on the final diver at final design from UK power network. So that will come up Duke's line to the um east of this plots and then enter into the site. And again we're looking at um waiting for UK power networks design on that apparatus as well.

00:54:31:28 - 00:54:57:21

Okay. Thank you. Um, Mr. Chandler, could you, um, for deadline six. I'll have an action point to just supply me a list of the the plots that Mr. Mathur wants to raise an objection on. And then just for each of those, specifically what the objection is in relation to, and then the applicant can have a look at that and work out how to respond for the next deadline so we can try and sort out some of these issues.

00:54:57:24 - 00:55:26:15

Yeah, I mean respectively. Sorry. Respectfully, um, how we are at a CPO hearing, uh, that's quite far advanced in the process. Um, and the applicant still doesn't know exactly what rights are being sought or which land they're going to require. Um, suggests to me that. Yeah. How how can they include that within their red line boundary? Um, and that that should have been sorted before the application was made.

00:55:27:28 - 00:55:32:28

Yeah. No, I understand with the applicant like to comment on that point before we move on.

00:55:33:21 - 00:56:03:06

James Buckley, on behalf of the applicant. We have a set of design engineers working on our behalf to look at the overall project, and they come up with a option which will work. UK power networks own their own network and their own apparatus, and they may choose to come up with a slightly different option, um, which they will provide, um, within, within the area that we've done it. That is why we don't yet have the final point, but we have an option that works and they will come up with their option.

00:56:04:18 - 00:56:09:29

Thank you. Okay. Is there anyone else before we move on to item three?

00:56:12:02 - 00:56:34:04

Don't see any hands so we'll move on. So I'm just going to move on to special category and Crown lands. Um, can the applicant just give me a brief update on the current position with respect to negotiations with National Trust? Again, include a timetable for agreeing key milestones, to watch written agreement within the examination timetable, and the likelihood and implications of agreement not being reached before the close of the examination.

00:56:34:10 - 00:57:24:15

Thank you ma'am. So, um, there have been constructive meetings with the National Trust since the last hearings. Um, on the 11th of February, 17th of March, 19th of March. Um, heads of terms of terms have been recirculated a number of times. Um, and the most recent version was issued to the National Trust on the 23rd of March. And there's another meeting on the 26th of March. Um, the outcome, the latest outcome is that significant progress has been made towards reaching agreement on the principles in the Statement of Common Ground, which include the approach to intertidal access and vehicle movements at Bagwell Bay, um, home port access arrangements, seasonal and disturbance sensitivities and management of the HDD related risks and the potential implications of future remedial works.

00:57:24:17 - 00:58:01:25

Should cable exposure occur over the operational lifetime of the project. So in respect of all those matters, considerable progress has been made. All of these points are addressed in the Statement of Common Ground, with a further version due to be issued by the applicant to the National Trust imminently to address the documents which National Trust will be consulted for, and the timing of construction and pre-construction surveys in relation to ecological windows. The statement of common ground should be in an agreed form by deadline. Six um, so we're likely to have the heads of time signed by deadline seven and to start drafting an option agreement before the end of examination.

00:58:02:25 - 00:58:34:21

Um, outline point outstanding points are um, on the heads of terms. Ah, commercials. Land value of Pedro Bay for the cable rights, insurance provisions. Duration of rights sought. Um, National Trust is requesting 99 years um, and linking the Heads of terms option agreement to the DCO and they want and reviewing and approval of certain documents. Um, the National Trust will remove their objection once the option agreement is signed, and this, we believe, will be before a decision is made on the DCO.

00:58:34:23 - 00:58:45:22

And we believe the heads of terms will be agreed and the option agreement signed before, um, the decision. But we think the heads of terms will be agreed before the close of examination.

00:58:46:05 - 00:58:57:21

Okay. That's really helpful. Could you, uh, as an action point, put that in writing for me? So I've got it. I've got an update. Does anyone else have anything they want to talk about on National Trust land before we move on to Crown land?

00:59:01:09 - 00:59:19:08

Don't see any hands up. So we'll move on. Um, so just moving on to Crown Land again. Can you give me an update on obtaining consent for the inclusion of the Crown lands? Again, the likelihood of being, um, agreed within the exam timetable and any implications if agreements are not reached.

00:59:19:20 - 00:59:37:23

Ma'am? Yes, sir. Um, for the applicant. So I'm similarly here on the Crown Estate, a very positive, um, state of affairs commercial agreement negotiations are advancing. Well, following all of the parties meeting on the 25th of February and agreement on the heads of terms is expected imminently.

00:59:39:05 - 00:59:55:27

Okay, again, if you could give me any information in writing, um, that would be most helpful. And obviously, if you don't get agreement, uh, we need a section 135 case. That's for deadline seven, which I know we've already had an action point, so I won't I won't waste that again.

00:59:58:15 - 01:00:01:22

Does anyone have anything on Crown lands before we move on?

01:00:03:15 - 01:00:20:12

I don't see any hands online or in the room, so we'll move on to item 4.1. Um, so could I first just have a brief update in terms of negotiations with such undertakers? And then I've got a few specific parties that I have some questions for you on.

01:00:20:21 - 01:00:31:00

Yes, ma'am, for the applicant. Um, I think it would be useful if I asked Mr. Parker to give you that update, and he will probably be best placed to deal with the specific questions as well.

01:00:32:11 - 01:01:02:14

James. Excuse me, James Park. Oops. James Park for the applicant. Um, so in terms of, um, strategy, undertakers and protective provisions, obviously you'll appreciate that the order contained the generic piece in the usual way. And then at the last deadline, we've included a suite of bespoke, um, for all parties, with the exception of SPR. And I'll come to them in a moment. Um, we've had negotiations with all of these various parties in terms of what they would like to see by way of bespoke piece, for the record.

01:01:02:16 - 01:01:42:08

None of them are yet agreed what they are, a representation of the degree to which we can agree to them. You know, to say there's 90% of what they've asked for. That's all fine. And there's a residual 10% where we continue to negotiate. Um, to give you some comfort, ma'am. My inbox has been merely pinging away this morning with updates, including from Northumbrian Water. So there's a lot of back and forth going on as we speak. There's a real impetus and keenness to try and get as many of these agreed as is possible. Um, obviously they are in the usual way, subject to any necessary commercial side agreements, and you've got details or at least summary details in the tracker that we've been submitting various deadlines.

01:01:42:14 - 01:02:27:16

Turning then finally to SPR. Um, you'll have seen their letter, I think, from Australian Shepherd and Wedderburn at the last deadline, and they appended a set of piece for their various companies that Mr. Innes referred to. Um, those are in discussion. There are no in favour of SPR or the associated companies on the face of the order in schedule 15 as yet. The reason for that, and we touched on it in the earlier discussion with Mr. Innes, is the complexity of the situation in respect of Kiln Lane, obviously, where you've got a transfer of benefit agreement and a whole suite of commercial agreements alongside that, um, to, to put in the form which have currently been proposed, we say, doesn't quite give a sufficiently nuanced solution.

01:02:27:18 - 01:02:58:27

So we're working hard with SPR to reach a sufficiently nuanced solution, part of which will be that suite of commercial agreements. And then I suspect where we'll end up is some residual piece dealing with, for example, cable crossings and whatnot. But that's why you don't see those on the face of the order at the present time. Because say, we say that what's been set out in Chevron Wedderburn is a set of BP's, doesn't quite do the job just yet. But I say negotiations are looking very fruitful and are moving forward. So that's the broad update, ma'am.

01:02:59:22 - 01:03:08:13

Okay. And I did have some questions about ScottishPower renewables, but I don't know whether Mister INS would like to come in now and talk about the potential provisions side of things.

01:03:11:25 - 01:03:45:05

Yes. Comments on behalf of Scottish Power, Renewables and entities. Um, yeah. Just to say, I mean, obviously the protective provisions are sort of broken into two sets. One broadly around the substation, which deals with, um, effectively that interface. Um, and the second deals with, um, the cable crossing further to the east. Um, that is a complicated cable crossing, because we don't know exactly what we will be doing at the point of time at the end that will be potentially crossing.

01:03:45:13 - 01:04:17:19

Um, the likelihood is East Anglia to may well have, uh, laid cables and there may well be docks for one north. Um, but there may still be works to be undertaken. Alternatively, uh, we may be at the same time. That's why it it's not a straightforward, straightforward crossing across the agreement in the sort of standard sense of we know exactly where everyone is and you can reach an easy it is almost an interface over a development site. So that's why it's probably more complicated than a standard crossing agreement. Um, in that context, I totally agree with Mr.

01:04:17:21 - 01:04:51:13

Parker's analysis in the sense of, um, we've put forward protective provisions, we've had comments back, and we're engaging, um, as we speak, both in relation to these matters, but also the wider matters. So we're we're cognizant of the fact that we do need to get something resolved, uh, on the protective provisions for this examination. Uh, but equally, if we're able to resolve matters, uh, in the wider sense that these matters would largely, uh, potentially become pretty academic. So it's the extent to which we're covering our position in the interim is really what we're dealing with.

01:04:51:15 - 01:05:00:13

And the likelihood is that we will be reaching wider agreement on and a much more detailed provision in matters outwith this examination.

01:05:00:26 - 01:05:31:25

Okay. Thank you for that update. Can I have as an action point for both parties, um, for deadline seven, if you haven't got to the point where you have come to an agreement, can both parties supply me what you think the wording should be for the best provisions? Because I'll then have to decide which way I go with it. So if you supply your preferred wording and reasons why you think it should be that wording for areas that are still outstanding. A deadline. Seven. Okay. Thank you. Is there anything else Mr. Finn's that you'd like to raise at the moment?

01:05:32:13 - 01:05:33:12

Thank you. Thank you madam.

01:05:46:01 - 01:06:02:24

Okay. I just had a couple of questions. Um, so Southern Water first. Obviously, you've put in protective provisions in the draft of, um, consent order. Um, I understand they're not agreed yet. How how different are they for Southern Water? How close are you?

01:06:27:11 - 01:06:59:03

James Parker for the applicant. I think the answer is that things are moving so quickly that to give you an answer now probably isn't especially helpful. I mean, Mr. Buckley's very kindly just confirmed that he sees no issues from an engineering perspective. So I think it's just a matter of the lawyers thrashing it out. I would I'm just I've got various notes here from my team on various of these, but I'm just slightly hesitant to run through things which may well prove to be out of date already, as I say, because I've, you know, the team are making daily strides and I don't want to put Southern Water in a bad spot either, especially as they're not here.

01:06:59:12 - 01:07:02:25

So I hope you understand why I'm not answering that fashion.

01:07:02:27 - 01:07:20:25

No, I do, and I'm glad. I'm glad things are progressing. Um, I'll ask my I'll ask my questions. But ultimately, at the end, we'll have an action point where you can just give me an update for deadline six on sort of draw a line in the sand at deadline six. This is where we're at. Um, would be would be really helpful. Um,

01:07:22:20 - 01:07:39:21

so, uh, Network Rail infrastructure. We talked um, in the latest update, it talked about there was going to be a meeting to be held to discuss the outstanding disagreement. What what is the outstanding disagreement in terms of Network Rail?

01:07:41:20 - 01:07:47:16

For the sake of the applicant, I think again, that's Mr. Parker has got the, um, hot seat on that.

01:07:48:12 - 01:07:50:18

Uh, James Park for the applicant. Um,

01:07:52:09 - 01:08:29:00

unfortunately, at the present time, we are, um, we're not quite clear exactly what the points are from Network Rail. We've been chasing hard. But for your benefit, ma'am, and I forget. Forgive me. I can't recall if we mentioned this in previous previous submissions or hearings. There is a wider attempt by National Grid to reach a portfolio position with network assets in both parties interests, and that is ongoing in terms of a framework agreement. So that's been going on for some time now between the two organizations. There's genuine impetus to try and reach that framework position such that in future examinations, we don't have to trouble panels with this kind of thing.

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

Um, which is why, again, I hesitate slightly because I don't want to prejudice the wider negotiations and indeed Network Rail's position. So the notes from my team, we can hypothesize as to what the issues are. And if, you know, for example, Branford twins did we saw this in a restriction, the veto on compulsory acquisition powers in the usual way or other powers step in rights or that sort of thing. But I say I would just like to record. We're not completely clear. We are chasing hard on a regular basis. Um, and as soon as we are clear, we can give you that update.

01:09:01:06 - 01:09:02:14

I appreciate that.

01:09:21:02 - 01:09:37:04

So the next question was directed to Kent County Council. Um, there's a protective provision in for Kent County Council, but put in a deadline, a deadline five and the draft SEO um, is can that be agreed?

01:09:38:24 - 01:09:47:20

I think you said you put, uh, draft provisions in, and they haven't necessarily been agree with the party. Um, I don't know whether there's anyone from Kent County Council that can respond to this.

01:09:52:21 - 01:09:53:23

No. Okay.

01:09:56:17 - 01:10:30:28

James Park, at that point, I don't know if it's helpful. Um, I'm aware from, um, instructing officers at National Grid that there have been discussions with Kent County Council. I can hesitate to speak on their behalf. Of my understanding is that there have been discussions around the PPE, which I think are the ones in respect of highways, to part five of schedule 15. Um, and the discussions, as I understand them, pertain to, you know, the need for section two, 78 agreements and all that sort of thing. Um, so I'm not sure that Kent have necessarily commented on the detail and others might tell me if that's not correct.

01:10:31:00 - 01:10:46:06

But, um, there is an ongoing discussion. So I don't think we've had their comments yet, but I say I think they understand what we're trying to do there, which is to offer protection for them as highway authority. And they are universal. They apply to Suffolk as well. So that's all I can offer on that.

01:10:46:08 - 01:11:14:12

I'm afraid that's that's okay. And I was going to move on to the county council. Um, next, obviously in Suffolk County Council's vet 5178 uh, you're asking that article 11 one be subject to the street authority's consent. So put article 11 one in because you're not getting a, um, to protect your. Because you're not getting a highway side agreement or protective provisions. Um, do you want to just add further on that.

01:11:15:26 - 01:11:16:11

Lois.

01:11:16:13 - 01:11:48:05

Lane, Suffolk County Council? Thank you, ma'am. Um, at this stage, we've got a number of matters under discussion with the applicant and particularly also for us in relation to that same schedule five protected position, uh, provision for highways authorities. We're due to relay our comments in writing to the applicant next week ahead of deadline six. Um, and at this stage, I don't think we can we can commit to the, the approval of that PPE, but we're hopeful that we can reach a resolution in the not too distant future.

01:11:48:15 - 01:12:07:04

Okay. And similarly, as I said to ScottishPower renewables, can we have an action point for deadline seven that if at that point you still haven't come to an agreement, can both sides give me, uh, your, um, the wording that you would prefer and the reasons why. Um, and then I'll make a decision on which which wording goes in.

01:12:09:17 - 01:12:20:25

Ma'am, James Parker for the applicant. Just, um, if it exists, our position is that we've, you know, it's what you see on the face of the order at the present time, but we'll make that clear in writing.

01:12:42:07 - 01:13:02:28

Um, next, I've just got a query about having a haven authority. Um, there seems to be some conflict between what's given in the schedule of progress and negotiations and what, um, Harwich Haven, uh, their response to our Q two in terms of whether bespoke protective provisions are required.

01:13:06:02 - 01:13:43:10

Robin Jones, on behalf of the applicant. Um, yeah, I can confirm we have been in contact with Harwich Haven to request whether, um, they require specific bespoke types. Um, at the moment, uh, their request is to secure two items which are currently on the face of the DCO or within the DML. And that's to do with the concurrent Rams activities and also the areas of safeguarded depth. Um, we've currently agreed with uh, London Gateway and also PLA that the areas of safeguarded depths are currently secured within the face of the DCO, rather than within protective provisions to avoid that double, um, securing mechanism.

01:13:43:19 - 01:14:02:27

Um, so we're currently working with uh, Harwich Haven to understand outside of those areas that were already secured elsewhere as part of the DCO, what it is that they would look to have within bespoke peace. At the moment we're still waiting on a response, but we're actively chasing, uh, to understand what it is that they would like on that front?

01:14:03:26 - 01:14:15:24

Okay. Thank you. And again for an action point for deadline six, can you just give me that summary in writing. And obviously if anything's moved on by the time we get to deadline six. So I've got a line as to where, where we're at in terms of yeah, yeah.

01:14:16:06 - 01:14:17:02

Yeah that's fine.

01:14:23:21 - 01:14:41:14

Um, there were all the questions that I had. So just moving on to item 2.4. Can I just now invite any updates from any of the statutory undertakers as to their position in respect of section one, two 7 or 1 three eight of the Planning Act on any matters which they consider remain outstanding and that we've not discussed so far today.

01:14:46:16 - 01:14:55:23

I think we have covered everyone who is here. But just in case I'm not seeing any hands up. Um, is there anyone else who'd like to raise anything on this agenda item?

01:15:01:01 - 01:15:29:09

Okay. I don't see any hands. Um, just a reminder again, if there's any outstanding objections at the end of the examination. Um, the section one, two, seven and one through eight of the act would need to be engaged, and you would need to submit it. So actually 120138 case setting out how the proposed development could proceed without impeding the ability of the statutory undertaker who's objected, carrying out their undertakings. We did cover this in the last hearing. I'm not going to put the action point. You know, there's an action point for deadline seven if that's required.

01:15:29:25 - 01:15:30:24

Thank you ma'am.

01:15:31:21 - 01:15:46:05

Okay. Moving on to item five. Um, is any of the business. I've not been notified that anyone wishes to raise any of the business relevant to this hearing. But before I close, are there any matters that any party wants to raise? I see a hand up on line. Initials, doctor.

01:15:48:22 - 01:16:18:26

Um, yeah. It's David Rix here on behalf of Ian Rix. Um, it was just actually just in relation to plots 1991 100 198. Um, and I've forgotten the last one. Um, but we've never actually been given any, like, real evidence about what it will look like. Can we? Can we ask that the the evidence that's submitted to the planning inspector, it's also submitted to us to see, like, the full, full evidence that's being

submitted to the Planning Inspectorate, because that's what we've never seen. We've never seen any diagrams.

01:16:18:28 - 01:16:44:25

No, nothing. Because what it will look like, it might, it would be it would be very interesting for us to be able to see what, what that is, rather than just be quoted. The layered landscape, the um, from one of the documents, um, if you know what I mean. With that. Yeah. Without being just being given the logic is in the document, we've never actually been given any of the evidence. We'd like, love to see what's submitted to the planning spectrum themselves. So we don't normally see any of that sort of stuff.

01:16:44:27 - 01:16:53:11

Yeah. Everything that comes to the Planning Inspectorate is published on the website. There's nothing. We don't see anything that's not published.

01:16:54:00 - 01:17:25:09

Okay. But with all due respect, it's I do try and get, like, everything I can, but I mean, for just a normal person, this isn't me or my business. Like this is I'm a farmer. This is not what I do for a living. And there are 2389 documents on the Planning Inspectorate website alone. So it's not that easy for me in order to sort of I can't spend. I've got a business to run. I've got from families to families to look after us like, I can't spend all my time filtering through documents in that sense.

01:17:25:11 - 01:17:34:28

And no, no, I completely appreciate that. Um, could I say, applicant, is it possible as a, as an action point for you to do you understand which plots.

01:17:35:00 - 01:17:35:15

Yes.

01:17:35:17 - 01:17:42:02

Mr. Rix is talking about? And could you just give the information pointing to the examination library references?

01:17:42:04 - 01:17:56:25

Yes, for the applicant. Mum. Yes, I understand it's to do with the hedge again. And it's 193194199 and 100. Um, the information he wants is in the Olymp, but we will send it to him and give him the link as to where he needs to look.

01:17:57:00 - 01:18:07:22

Yes. And just. And for my just because we have to in the public examination, just in the action point that we can publish. Say you've given this information, it's these these examination library references.

01:18:07:28 - 01:18:10:06

We will do that. We'll make sure he has that.

01:18:10:08 - 01:18:14:15

Thank you. Um, okay. Mr. VIX.

01:18:15:07 - 01:18:32:05

No, that's, um that's excellent. Thank you very much. And any additional information that is like new information that occurs. Um, would I be able to be that sent that when it gets sent over or published, if you know what I mean? Yes. I think it's almost like an update with anything extra moving forward.

01:18:32:23 - 01:18:49:28

Yes. And have you, um, you probably have, but you can sign up for email notifications on the, on the National infrastructure website, and then it notifies you whenever anything new goes on there. Um, which also might help to, to know what's coming. Okay. Is there anything else?

01:18:51:00 - 01:18:52:22

No. That's everything. Thank you.

01:18:52:24 - 01:18:56:02

Okay. Um, I see a hands up in Kent satellite.

01:19:12:09 - 01:19:13:06

Go ahead.

01:19:13:09 - 01:19:14:00

Can you hear?

01:19:14:21 - 01:19:15:24

Yes, I can hear you.

01:19:15:26 - 01:19:47:00

Yeah, I'm here with my other hat on. Uh, you mentioned KCC earlier. Well, uh, we're very busy at KCC. We had Jamie Henderson here, uh, yesterday with his, uh, his wording. He got myself here today, but all I can say, because it was, uh, spoken about KCC on, uh, I tried to endeavour to make sure that all their concerns and our concerns were beginning to invite him. Is that good enough? I do. I mean, yes, we are really busy there, and I'm not covering people's backsides, but they are.

01:19:47:06 - 01:19:57:20

I go there most days to be everywhere and anywhere. But I do like to. and all of us represent what we are supposed to be doing. But thanks for your time and expertise. Thanks for that.

01:19:58:14 - 01:20:04:16

Thank you. No problem. Is there anybody else who wants to make any comments? Yes. Mr. Manning.

01:20:04:18 - 01:20:20:20

Thank you very quickly. Um, just to the issue that National Grid say they have the rights, all I've had so far is an assertion. It would be helpful to have some explanation of why they think the works they're carrying out do fit within the easement. I've not had that. All I've had as an assertion.

01:20:21:14 - 01:20:32:02

Okay. I think we had an action point already for the applicant to supply me evidence of why? Um, but if you could fully, uh, respond to Mr. Marley in that as part of that action point.

01:20:32:04 - 01:20:37:28

We will do. I had in mind that we that that would include, um, the full explanation but noted.

01:20:38:00 - 01:20:38:24

Thank you.

01:20:40:15 - 01:21:10:24

Thank you. I don't see any other. Hands up. So we'll move on to the close of the hearing. Um, can I remind you that the timetable for the examination requires that parties provide any post here in documents on or before deadline six, which is Monday the 13th of April, 2026. I'd also like to remind you that a recording of this hearing will be placed on the inspector's website as soon as practicable after this hearing. The next event for this application is issue specific Hearing three, which is scheduled for 2 p.m. today. Like this morning's event, this hearing will also be blended.

01:21:10:26 - 01:21:44:07

So for those of you who are proposing to attend virtually, the joining conference is from 130. And for those who are proposing to attend in person, the events in this room and the same rooms that you had this morning in the satellite venues in Suffolk and Kent. The agenda for this event is available on the project page of the National Infrastructure website. So before we close, I'd just like to thank you all for your participation today and your time and assistance during the course of this hearing. We're going to consider all your responses very carefully. So time is now 1256 and this compulsory acquisition hearing for the proposed Sea Link project is now closed.