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Annex A to ExQ2 – List of all objections to the grant of compulsory acquisition and/or temporary possession powers

May 2025

Helios Renewable Energy Project

Annex A to ExQ2 – List of all objections to the grant of compulsory acquisition and/or temporary possession powers

Planning Inspectorate Reference: EN010140

May 2025

Prepared on behalf of Enso Green Holdings D Limited

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Prepared by:	AA	AA

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Helios Renewable Energy Project:

List of all objections to the grant of compulsory acquisition and/ or temporary possession powers ExQ2: Question 6.0.1

In the event of a new interest in the land, or category 3 person, being identified the applicant should inform those persons of their right to apply to become an interested party under s102A of the PA2008.

1. Obj no	2. Name/ Organisation	3. IP/ AP ref no	4. RR ref no	5. WR ref no	6. Other doc ref no	7. Interest	8. Permanent/ Temporary	9. Plot(s)	10. CA?	11. Status of objection
1.	Network Rail ("NR")		RR-272	REP2-033	N/A	Part 1 and 2	N/A	55,56,57, 59 and 61.	Yes but the rights can coexist, the concern of NR is that the dDCO contains the powers to extinguish their rights if they are incompatible with those sought by the Applicant.	<u>The Applicant has continued to liaise with the legal representatives of NR however, progress has been slow and there remains no agreement.</u> <u>NR is still in the process of confirming their affected rights which are outlined in [REP2- 033].</u> <u>The Applicant has been clear that it is only rights of access which may be affected and that as these can co-exist there is no need to extinguish the same.</u> <u>The Applicant understands from the latest correspondence from NR (dated 22 May 2025) that they require their standard protective provisions on the face of the DCO. While the Applicant disagrees that this is necessary (see Summary Statement of Outstanding Matters [submitted at deadline 9]) in the interests of closing out this matter it has included protective provisions for NR in the version of the dDCO submitted at deadline 9. The proposed protective provisions are based on the NR standard</u>

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										<p><u>protective provisions which were provided by email on the 22 May but which are substantially the same as those on the recently granted East Yorkshire Solar Farm Order 2025</u> .</p> <p><u>Further details in relation to the position between the Applicant and NR can be found in the Summary Statement of Outstanding Matters [submitted at deadline 9].</u></p> <p>The Applicant continues to liaise with the legal representatives of NR in relation to a side agreement to protect NR’s rights. NR is still in the process of confirming their affected rights which are outlined in [REP2-033]. The Applicant has been clear that it is only rights of access which may be affected and that as these can co-exist there is no need to extinguish the same. Further details of the parties interactions can be found in 8.6 Status of Negotiations on Protective Provisions [REP5-013].</p>
2.	Northern Powergrid (“NPG”)		RR-280	N/A	N/A	Part 1, 2 and 3	Permanent and temporary.	1,2, 6, 11, 13, 14, 16, 19, 22, 24, 32, 39, 40, 41, 45, 46, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 66, 68, 69	Yes	<p>The parties have reached agreement <u>and the Protective Provisions in the dDCO submitted at deadline 8 are those agreed between the parties. NPG has withdrawn their objection</u></p>

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										<p>to the Proposed Development.</p> <p>and further to the completion of an agreement relating to protective provisions. are entering into an agreement Following this which is expected to be completed imminently (the parties are currently in the process of execution). On completion of the agreement NPG's concerns in relation to the Proposed Development are resolved and they have confirmed they will <u>has formally withdrawn</u> their <u>objection to the Proposed Development.</u></p> <p>Consequently the Applicant and NPG have agreed to include <u>I</u>the proposed Protective Provisions in the dDCO submitted at deadline 8 <u>are those agreed between the parties.</u> so that the ExA can consider these before the end of the Examination. Further details of the parties interactions can be found in 8.6 <i>Status of Negotiations on Protective Provisions</i> [REP5-013].</p>
3.	National Gas Transmission ("NGT")		RR-123	REP2-029	REP5-026	Part 1, 2 and 3	Permanent and temporary.	19, 32, 39, 40, 45, 46, and 49	Yes	<p>The parties have reached agreement in relation to the protective provisions which are included in the dDCO submitted at deadline 7. It is therefore</p>

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										expected that NGT <u>have</u> will be-withdrawning their objection imminently . Previous updates can be found in <i>8.6 Status of Negotiations on Protective Provisions</i> [REP5-013] .
4.	National Grid Electricity Transmission (“NGET”)		RR-266	REP2-030	N/A	Part 1, 2 and 3	Permanent and temporary.	11, 12, 14, 19, 51, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62,65, 66, 67, 68 and 69	Yes	The parties have reached agreement in relation to the protective provisions which are included in the dDCO submitted at deadline 7-. It is therefore expected that NGT have -will be withdraw <u>ning</u> their objection imminently . <u>For completeness the Applicant has also entered into an option agreement with NGET in respect of land owned by NGET within the Order Limits</u> Previous updates can be found in <i>8.6 Status of Negotiations on Protective Provisions</i> [REP5-013] .
5.	Environment Agency (“EA”)	20050710	RR-117	REP2-027	PDA-021 PDA-022 REP1-021 REP3-011 REP4-052 REP4-053 REP5-019 REP5-020	N/A	N/A	The majority of the Site falls within Flood Zone 3a. The River Ouse to the north and River Aire to the south converge to the east of the Site. There are areas of elevated risk (‘high’ –‘medium’) associated with the	No (the EA’s concern relates to the disapplication of legislation).	The parties have reached agreement in relation to the protective provisions which are included in the dDCO submitted at deadline 7. It is therefore expected that t The EA will be-withdrawning their objection and sign <u>eding</u> the final SoCG at deadline 8.

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								combined risk of flooding from watercourse and tidal sources due to the proximity of the Site to the River Aire and River Ouse.		Previous updates can be found in <i>8.6 Status of Negotiations on Protective Provisions</i> [REP5-013].

Column explanations:

1. ‘Obj no’ is short for objection number. All objections listed in this table should be given a unique number in sequence
2. The name of the person or organisation which has made the objection
3. Reference number assigned to each interested party (IP) and affected person (AP)
4. Reference number assigned to each relevant representation (RR) in the Examination Library
5. Reference number assigned to each written representation (WR) in the Examination Library
6. Reference number assigned to any other document in the Examination Library
7. This refers to parts 1 to 3 of the Book of Reference:
 - Part 1, containing the names and addresses of the owners, lessees, tenants, and occupiers of, and others with an interest in, or power to sell and convey, or release, each parcel of order land
 - Part 2, containing the names and addresses of any persons whose land is not directly affected under the order, but who “would or might” be entitled to make a claim under section 10 of the Compulsory Purchase Act 1965, as a result of the order being implemented, or part 1 of the Land Compensation Act 1973, as a result of the use of the land once the order has been implemented
 - Part 3, containing the names and addresses of any persons who are entitled to easements or other private rights over the order land that may be extinguished, suspended or interfered with under the order
8. This column indicates whether the applicant is seeking compulsory acquisition or temporary possession of land/ rights
9. The plot(s) in the Land Plan provided by the applicant to which the interest and objection relates
10. ‘CA’ is short for compulsory acquisition. The answer is ‘yes’ if the land is in parts 1 or 3 of the Book of Reference and the applicant is seeking compulsory acquisition of land/ rights
11. A summary of the status of negotiations with the AP