

By Email

Planning Inspectorate
Temple Quay
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Temple Quay
Bristol
BS1 6PN

By email: eastparkenergyproject@planninginspectorate.gov.uk

Our reference LAGA/PGM_LITIGATION/O169838721.1/LAGA

Your reference EN010141

18 August 2026

Dear Sir/Madam

East Park Energy – DCO Application Reference EN010141 Representation on behalf of PS Manor Solar Farm Ltd

We write on behalf of our client, PS Manor Solar Farm Ltd, a company within the Foresight Group, in connection with the above Development Consent Order (DCO) application submitted by BSSL Cambsbed 1 Ltd (trading as Brockwell Energy / East Park Energy) (the "**DCO Applicant**").

PS Manor Solar Farm Ltd is the leaseholder of Manor Farm Solar Farm, Pertenhall, Bedfordshire, which adjoins and is, in part, surrounded by the land proposed for the East Park Energy development. Our client holds a leasehold interest under a lease with T.J. Bates & Son and operates an existing solar farm on the land.

We write further to our email of 17 August 2026 sent to this same email address and which we received an automatic receipt response. This email set out our client's position in overview and sought to act as a holding objection in relation to the DCO Application. The intention of this further correspondence is to provide further details on the initial email shared yesterday and explain further the concerns of our client.

Land Rights Sought by the DCO Applicant

Further to our comments yesterday regarding the DCO Application including powers of compulsory acquisition over land in which our client has an interest, we thought it would be helpful to detail the plots over which our client has an interest. These are:

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- Plots 2-2, 2-3, 3-7 and 3-8 – in respect of a restrictive covenant contained within our client's lease with T.J. Bates & Son, which currently prevents other energy projects from building within a defined buffer zone; and
- Plots 3-1, 3-2 and 3-3 – in respect of our client's leasehold interest, which the DCO Applicant wishes to vary to permit the laying of cables within the access roads forming part of the Manor Farm demise.

Our Client's Position

Whilst of course our client does not object to the principle of the DCO Application, we are concerned that their interest and apparatus located on site, is not currently adequately protected from this scheme.

As we set out yesterday, despite what the Land Rights and Negotiation Tracker details, our client **has not been** engaged in ongoing discussions with the DCO Applicant.

A) Timeline

Our client has advised us that they were approached by the DCO Applicant a few years ago about the DCO. Our client originally gave consent on 25 January 2024 when initial designs of the project were discussed. However, since this time the design of the scheme has changed and our client was only told in the last few weeks that the DCO Applicant now wishes to lay HV cabling within their demise.

We, therefore, apologise for the timing of this holding objection, but our client was not aware of the progression of this DCO Application and the impact it may have on their solar farm. Having only discovered, from the DCO Applicant reaching out to discuss the restrictive covenant in our client's Lease in the last few weeks following this shared cable route, we have been looking to swiftly take action. We wrote to you to place our holding objection on 17 August and our client has reached out, today (18 August) to discuss the issues they have just been made aware of with the DCO Applicant.

Whilst we are conscious of timing, we are aware that this issue will require ongoing negotiations with the DCO Applicant as the issues are discussed for the first time. Whilst we endeavour to try and agree an appropriate side agreement and protective provisions before the end of the examination timetable on 4 September, we are conscious of the tight timeframe applicable here.

B) Concerns

We also wish to place on record the following concerns:

1. **Adequacy of information provided.** To date, the DCO Applicant has not provided a Land Registry compliant plan showing the precise location and extent of the proposed cable route through our client's demise. Our client requires this information in order to properly assess the impact of the proposed works on its existing operations and apparatus.
2. **Asset protection.** The proposed cable route may run in proximity to our client's existing apparatus and underground cables. Our client will require appropriate asset protection provisions to be agreed and documented before any rights are granted voluntarily or otherwise. Those appearing on the face of the DCO are not adequate to deal with the nuance of this situation.
3. **Impact on operations.** Our client is concerned about the potential for operational disruption to Manor Farm Solar Farm during the construction and installation of the proposed cable infrastructure. Any agreement must include appropriate compensation provisions for losses caused to our client's solar farm operations and co-operation arrangements.
4. **Lease variation.** The proposed variation to the access provisions of our client's lease (in respect of plots 3-1, 3-2 and 3-3) has not yet been agreed. Our client is not in a position to consent to the proposed wording at this stage and any lease variation would require the consent of the landlord and potentially our client's lender.

Reservation of Position and Our request

In light of the above, our client reserves its position in full in respect of all rights sought by the DCO Applicant over its demise. This letter should not be construed as consent to, or acceptance of, the compulsory acquisition of any rights from our client, but rather a holding objection to the DCO Application, pending appropriate protections.

Our client intends to engage constructively with the DCO Applicant to seek to resolve the outstanding matters by agreement, but requires adequate time to do so and to obtain the necessary information and consents.

In the meantime, we would be grateful if the Inspectorate could:

- (a) register this letter as a relevant representation/holding objection on behalf of our client;
- (b) make note that our client requires adequate protection in the form of an asset protection agreement and separate protective provisions to deal with the nuance of the interaction.

Yours sincerely

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Associate

for Osborne Clarke LLP

A black rectangular redaction box covering the name of the associate.

@osborneclarke.com