

Dear He [REDACTED] and [REDACTED]

Botley West solar power station
Mill Farm, Lower Road, Long Hanborough

I refer to your email to Mr Roderick Cooke on 13th January this year when you acknowledged the existence of the Cooke's restrictive covenants over various plots of land included in your application for a NSIP DCO at Botley West in November 2024. In particular proposals to install solar panels and inverters in plots 6-18 and 8-06.

Your email was followed by a letter from their lawyers Shakespeare Martineau on February 3rd setting out the facts on the registered title and the implications of the restrictive covenants for Blenheim and Solar Five Ltd who, as it now seems, had entered into an option for a lease of this land from Blenheim some time before the November 2024 application went live. This letter was sent to the Blenheim Estate and copied, I believe, to you.

Despite this warning, your company persisted in including the subject land in the scheme, as a result of which the Cookes and myself on their behalf, have spent many hours attending hearings and making representations to the Examination inspectors in opposition to the proposal in so far as it affects the the Cookes - causing them much additional stress and worry - as you might well imagine.

When Roy Cox of the Blenheim Estate came to see the Cookes and myself back in July, we made their position absolutely clear - there was no right to erect any panels etc on the restricted land and no compelling need or justification demonstrated for the Secretary of State to grant CPO powers to cancel these covenants.

However having reminded you of all that, the Cookes were very pleased to read in the **Rep4 - 038 response by PVDP/RPS** on behalf of Solar Five Ltd, your jointly owned company, that the

panels and inverters would be removed from the subject land. Clearly you and your team have realised that the inclusion of these plots was a mistake and hence the concession now being made - albeit at a very late stage in the proceedings.

There is on reading the various responses on pages 84 to 88, some slight confusion in these responses - the Cookes do not own these plots but have restrictive rights over them - that needs making clear. There is no mention of any inverters on the plots being removed as well as the panels.

It is rather strange that neither yourself nor anyone from PVDP nor Blenheim have had the courtesy to write direct to the Cookes to let them know of this important decision/change, but leaving that aside, can I now request - for the sake of clarity for all concerned - **as I have copied this email to Blenheim's key officers and the PINS Inspectors for information** - that you provide us all with a clear letter spelling out this new change, together with suitable supporting 1/2500 scale land ownership maps showing the revised red line site boundary and how it all relates to the Cookes property; where the panels and inverters will be on the unrestricted land to the south of [REDACTED] - so that we can all be quite clear of the exact change from the original documentation. Obviously the Land tracker and land plans in the draft DCO documentation will need to reflect all these changes.

The Cookes have no problem with the restricted land being used for farming, as at present, or for environmental conservation management as that would comply with the spirit of the 2006 agreement between them and Blenheim Estate.

In the letter I would request that you also confirm that Solar Five Ltd or PVDP (which I understand you and [REDACTED] own jointly) will reimburse the considerable costs incurred by the Cookes in defending their position, as I believe they can now be treated as being successful objectors to the CPO proposals in the DCO. They have incurred legal costs, and spent much time of their own and my time on their behalf. The compensation legislation allows for any reasonable and directly related expenses and where applicable

VAT. I have already flagged this issue up with the PINS Inspectors at D4 and await their response in the light of this latest change.

Given the restrictive covenants were clearly stated on the title and yet your company persisted in including the restricted land in their NSIP scheme, it would be reasonable for your company to consider making an additional one off goodwill payment to the Cookes in recognition of the extra stress and worry imposed on the Cookes over the last nine months or so - **all of which could so easily have been avoided by omitting the restricted land which, at long last, you have now agreed to do.**

The letter we seek should be signed, I suggest, by yourself and [REDACTED] [REDACTED] as owners of Solar Five Ltd, the BW applicant - rather than any employee or PVDP or RPS - so that it carries the appropriate gravitas of commitment from both the actual owners. If it was also signed by Blenheim Estate that would complete the picture comprehensively.

I suggest such letter should be received by the Cookes by Wednesday 1st October just before the Examination hearings being held the following week.

The Cookes and I look forward to hearing from you shortly.

Yours sincerely

Harry St John

PS I am not certain where to send any correspondence to [REDACTED] or whether she is the same person as [REDACTED] - both of whom are mentioned as persons of significant interest on Solar FiveLtd company records at Gov.Uk - along with a number of other Solar “numbered” companies with similar registered offices etc. So perhaps you could forward this email to her please.