

Personal Impact Statement

This statement details the severe, disproportionate private loss and operational damage that the Applicant's preferred **Route A-B** will inflict on Plot 8/6. This statement is formally submitted following the explicit request made by the Examining Authority (ExA) at the Compulsory Acquisition Hearing held on 24th June 2026.

- *Note on Clarification:* For ease of reading for the ExA, all numerical cross-references in brackets throughout this document (e.g., [4.35]) refer directly to the paragraph numbers within the Applicant's official "Written Summary of Oral Submissions at the Compulsory Acquisition Hearing".

I directly challenge the Applicant's generic assertion that this project represents a "limited physical interference" **[4.36]**.

Lack of Contractual Certainty (Corridor Width -Cable): The Applicant has failed to provide any written, dimensioned certainty regarding the permanent easement footprint.

- They have provided only a scale map. No actual, binding corridor width is specified in writing within either the option or easement documents.
- This lack of written technical data makes it impossible to accurately calculate the long-term operational and financial liabilities imposed on our holding.

Immediate Interference with Planning Permission & Succession: Route A-B directly compromises the future viability of this farming business, actively blocking the path for our fourth generation of farmers to sustain and grow the holding **[4.34]**.

- Full Planning Decision 2016: We hold a valid full planning decision granted in 2016 by Doncaster Metropolitan Borough Council (DMBC) for a 20m x 30m agricultural shed.
- Sterilisation of Growth: Laying a permanent legal encumbrance over this site legally prohibits the completion of this development. It permanently strips our fourth generation of the potential to expand our agricultural infrastructure, expand our current sheds, and execute vital diversification plans **[4.37]**.

Cable Restrictive Covenant: The Applicant's claim that the cable represents a "limited physical interference" [4.36] is completely disproved by the language of their own proposed **Cable Restrictive Covenant**.

- Permanent Development Veto: Under parts (a) and (b) of this covenant, I am legally prohibited from erecting any buildings, constructing footings, executing works requiring supporting structures, or laying concrete hard surfacing without the Applicant's prior written consent. This legal veto effectively nullifies our 2016 full planning decision for the 20m x 30m shed. The Applicant can easily withhold consent by arguing that a heavy agricultural building restricts their maintenance access or risks cable damage.
- Ban on Deep Cultivation and Drainage: Part (c) bans all agricultural practices, excavations, or changing of soil levels exceeding **0.5 metres in depth** without written consent. This directly covers—and cripples—essential modern farming methods and field management.

Severe and Irreparable Drainage Impact: The Applicant's generic reliance on the Outline CEMP to "repair or replace" infrastructure [4.36] is entirely inadequate and legally contradicted by their own covenant terms.

- Plot 8/6 relies on an intense, highly systematic sub-surface field drainage network spaced precisely every 22 yards [4.28].
- Conflict with the 0.5m Restriction: Agricultural land drainage sits significantly deeper than 0.5 metres. Because part (c) of the covenant strips away my right to excavate below 0.5 metres without written permission, I am legally blocked from independently maintaining, repairing, or clearing our high-density 22-yard tile network.
- Cutting through this network will permanently sever the gravity-fed flows. Standard trench repairs cannot prevent long-term soil settlement and back-up waterlogging, leading to permanent crop yield degradation across the entire field.

Violation of Selection Principles & Factual Inaccuracies: The Applicant admits that **Route C-D** was identified as a shorter, direct, and significantly less disruptive option [4.28]. Crucially, as recorded in the hearing transcript, **the Applicant's representative (TM) openly admitted to the Inspector that their analysis and justification for picking Route A-B over Route C-D was entirely missing from their application documents [4.30].**

An examination of the project library indicates that RWE's justification for selecting route A-B over the less disruptive route C-D relies on demonstrably incorrect facts.

- Factual Error in Document APP-040 (Section 6.1.3): The Applicant states that the design was amended to move access into Field A6 to remove access through an existing farmhouse, implying that Route C-D requires accessing a private residential yard.
- The Factual Reality: Route C-D is located entirely within an adjacent agricultural field completely separate from the farmhouse. This field has **its own independent, established farm access gate**. Route C-D would never require access through the farmhouse. (see attached map).
- Misleading Consultation Claims: The Applicant notes these changes followed **"ongoing discussions with the owners of the existing farmhouse."** However, the farmhouse owners are **not an Interested Party** in this examination and REP1 077 clearly demonstrates that the owners have had no engagement with RWE.
- Failure of Statutory Test: The Applicant is using an incorrect narrative to justify abandoning a less damaging route in favour of Route A-B. Because their design evolution rationale is based on a false premise, their statutory justification for Compulsory Acquisition completely fails.

I respectfully request that the ExA reject the Compulsory Acquisition of rights via Route A-B. If the ExA is minded to grant the order, the following legally binding protections must be inserted:

1. Written Footprint Cap: The final permanent easement must be legally restricted to the absolute minimum footprint required for the operation. This must be secured in writing to a maximum width of 6 to 10 metres, with all remaining temporary working land formally handed back free of all legal restrictions within 6 months of cable installation.
2. Infrastructure Protection Zone: A strict, written exclusion zone must be enforced around our DMBC-approved 2016 full planning decision development site to safeguard our expansion, diversification, and multi-generational farming rights from the building veto.
3. Exemption for Agricultural Drainage: The **0.5-metre depth restriction must be completely deleted or modified** to explicitly permit normal agricultural operations, subsoiling, and the deep maintenance/reinstallation of land drainage networks without requiring developer consent.
4. Specialist Drainage Scheme: A pre- and post-construction drainage remediation scheme must be designed and signed off by an independent

agricultural drainage consultant funded by the Applicant, with a mandatory 5-year defect liability guarantee.

Signed: Mrs. V. Lindley

Capacity: Representative and Daughter-in-law of Mr. Raymond Lindley (Registered Landowner)

Date: 21 July 2026

