

SUBMISSION FOR DEADLINE 6

PROJECT: Tween Bridge Solar Farm (Examination Ref: EN010148)

FROM: Mr Raymond Everatt Lindley

INTERESTED PARTY REF: [TWNB-AFP055]

AFFECTED PLOTS: 8/6

CATEGORY: Comments on any further information received by Deadline 5.

Purpose of this Submission

1. This statement provides my formal comments on the Applicant's Response to Deadline 4 (which itself was submitted at Deadline 5) **[document 8.26]** and specifically the responses provided by the Applicant in Table 3 of that document.
2. I retain my position challenging the Applicant's generic assertion that the project represents a **"limited physical interference"** to my land, as is supported by the detail set out further in this representation.

Corridor Width - Cable

3. The Applicant has confirmed the Easement Strip for the cable will be 30m in width, this is excessive and not in any way 'limited'. I also note that it is way beyond normal easement strips sought for utilities that are between 6m and 10m in width.
4. The Applicant states that they will keep the easement width **"under review,"** however, there is no requirement on the Applicant to do so, and I consider it highly unlikely they will reduce the Easement Strip width. Further, the suggestion of keeping the Easement Strip width under review is only applicable to a voluntary agreement, not the rights being sought under the Order.
5. Accordingly, my position remains that the Easement Strip width of 30m, whether pursuant to a voluntary deal or the Order is unacceptable as it results in an excessive restriction upon my property that will permanently devalue it and restrict my ability to develop it in the future.

Interference with Planning and Future Development

6. The Applicant's Response to Deadline 4 suggests that it has been agreed between the parties that the Full Planning Decision of 2016 does not affect the Order Limits or Easement Strip. However, this remains subject to confirmation by my surveyor.

7. With regards to my concerns regarding the level of impact the Easement Strip will have on my ability to continue agricultural operations and the potential future expansion of the family agricultural business, the Applicant states it will include a 'lift and shift' clause in the event of any future consented development on my land. However, what the Applicant fails to mention is that they have only offered on a conditional basis. As the offer was made Without Prejudice it is not possible to confirm the conditions. However, I note that the conditions proposed by the Applicant would result in a significant detriment to myself and my ability to develop the family agricultural business in the future, that is, if they can even be satisfied in the first place, given the stringent nature of the conditions the Applicant is seeking to impose.
8. This again re-iterates my position that the Easement Strip sought by the Applicant directly impacts the potential expansion of my agricultural sheds and the conditions of the 'lift and shift' are unworkable. Additionally, this offer for a 'lift and shift' only relates to a voluntary agreement for the acquisition of rights, if a voluntary agreement cannot be reached and the Order is granted as drafted, the Applicant will benefit from powers of compulsory acquisition which do not provide any ability for me to seek to have the cable removed should this conflict with any future development of my land.
9. The Applicant's Response to Deadline 4 also suggests that, subject to a Risk Assessment Method Statement (RAMS), concrete hard standing could be laid within the Easement Strip. However, again, the restrictive and conditional nature of what the Applicant has offered (i.e. the need to carry out RAMS and seek its approval) is not sufficient to reduce the impact the project has on my ability to continue carrying out agricultural operations and or developing the land, as this will still result in a restriction upon constructing hard standing or access tracks over the Easement Strip. Again, as with the points above, this only relates to the terms of a voluntary agreement and if the Order is granted, as drafted, there is no ability for me to seek to install any hard standing or access tracks on my land, which is subject to the rights sought by the Applicant.

Depth of Cultivation and Drainage issues

10. The Applicant states that cultivation depths can be increased from 0.5m to 0.6m (beyond which a RAMS will be required to be approved by the Applicant) and that it considers this matter is now agreed. However, no such agreement has been reached and I have significant concerns that the Applicant is misrepresenting the true position to the Examining Authority.
11. Whilst 0.6m is agreed in relation to routine agricultural operations, this limit is **not workable** for the land drainage, which regularly requires digging to depths between 1.0 and 1.5m. The Applicant's cable trench will inevitably sever my active field drainage system and whilst the Applicant relies on its requirement to carry out repairs

under its Outline CEMP, there is no denying that this will have an impact on my ongoing agricultural operations. Furthermore, I should not have to carry out a risk assessment and seek the Applicant's consent on the same, every time I need to clear or repair a drain. To do so is completely unreasonable, unworkable and places a significant burden on a small family agricultural business. Furthermore, as per the points above, the change from 0.5m to 0.6m again is only relevant to a voluntary agreement, not the rights sought under the Order.

12. The Applicant's Response to Deadline 4 also states that it will employ a land drainage consultant to address my concerns regarding the impacts to the drainage network and that this matter is now agreed. However, I have seen nothing to suggest that a Land Drainage Consultant has been employed by the Applicant to consider this matter, which is of significant concern.

Route Selection and Engagement

13. The Applicant provides an explanation for reverting to the A-B route and whilst this position is noted, it still raises a number of concerns. Additionally, the Applicant has not satisfactorily addressed the consultation concerns (or lack of consultation) given the omission of providing details of the A-B route to those representing me. As such, there was a clear failure to communicate the final iteration of the project with those representing me to allow time for full and proper consideration of the A-B route ahead of the Order being submitted for Examination.
14. Accordingly, I was denied the opportunity to put forward concerns regarding the route chosen. Had I been given this opportunity, it may have impacted the Applicant's route selection or indeed may have resulted in consideration of a variation of Route A-B, which would have a lesser impact on my land and agricultural operations. To suggest this is now all too late and or would cost the Applicant more money is completely unsatisfactory. Commercial cost-saving for a private developer does not justify stripping a private landowner of property rights. As I have previously noted, the Applicant is simply shifting engineering difficulties away from public highways and placing the disruption and impact onto my land, which as detailed in this representation, is in no way a limited impact.

Human Rights Implications

15. It should be noted that the draft Order provides for Cable Rights, a Cable Restrictive Covenant and Drainage Rights for the Applicant over my land. Absent any voluntary agreement, should the Order be granted, these rights are wide reaching and go far beyond the installation of a cable across my land, preventing any future ability to erect buildings or lay foundations across my own land, including preventing anything to be done by way of hard standing and even includes a catch all 'prevents anything being done in or on the land or any part thereof which will or which the undertaker

can reasonably foresee, may interfere with the exercise of other rights in this Schedule...'

16. This clearly provides the Applicant with a complete veto to any works I may wish to carry out on my own land if the Applicant considers there may be an issue. This is completely unacceptable and will result in a significant impact on my ability to land rights under Article 1 of the First Protocol to the European Convention on Human Rights, which caters for the protection of property for both companies and individuals. The Human Rights Act 1998 incorporated the European Convention on Human Rights into domestic law.
17. The interference with my rights would not be reasonable and proportionate, given the grant of the rights pursuant to the Order would prevent any future ability to develop my land for my family agricultural business.
18. Finally, the Examining Authority is asked to note that as highlighted in my submissions at previous deadlines no genuine attempts to acquire the rights, sought under the Order, by voluntary agreement were made prior to the submission of the Order for Examination and only limited engagement has taken place during the Examination period. Overall, this very limited meaningful engagement is contrary to guidance in the use of compulsory purchase powers. The powers sought in the Order are excessive and are therefore not reasonable or proportionate, as such the Order is not fully compliant with legislation on Human Rights.

Dated: 21.09.2026

Mrs Vivian Lindley on behalf of Mr Raymond Lindley