



# BEACON FEN ENERGY PARK

Planning Inspectorate Reference: EN010151

Written Summary of Oral Submissions from Compulsory Acquisition Hearing 1  
and Responses to Action Points

Document Reference: 9.17

Deadline 4 - November 2025



## Quality information

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## Glossary

Abbreviation	Description
AC	Alternating Current
AIS	Air Insulated Switchgear
Applicant	Beacon Fen Energy Park Ltd
BESS	Battery energy storage system
CCTV	Closed circuit television
DC	Direct Current
DCO	Development Consent Order
EA	Environment Agency
GIS	Gas Insulated Switchgear
HV	High Voltage
IDB	Internal Drainage Board
LCC	Lincolnshire County Council
Low Carbon	Low Carbon Ltd
MW	Megawatts
NGR	National Grid Reference
NKDC	North Kesteven District Council
NSIP	Nationally Significant Infrastructure Project
Order	The Beacon Fen Energy Park Order
PCU	Power Conversion Unit
PINS	Planning Inspectorate
Proposed Development	The entire development to be constructed and operated within the Site, as set out in Schedule 1 of the draft DCO
PRoW	Public Right of Way
PV	Photovoltaic
Site	The entire draft Order Limits or red line boundary located approximately 6.5 km northeast of the village of Sleaford and 2.5 km north of Heckington
SoS	Secretary of State

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# Introduction

## Overview

This **Written Summary of Oral Submissions from Compulsory Acquisition Hearing 1 and Responses to Action Points (Document Ref. 9.17)** has been prepared on behalf of Beacon Fen Energy Park Ltd (the 'Applicant') in support of an application for a Development Consent Order ('DCO'), that has been submitted to the Secretary of State (the 'SoS') for the Department for Energy Security and Net Zero, under Section 37 of 'The Planning Act 2008' (the '2008 Act').

This document summarises the oral submissions made by the Applicant at Compulsory Acquisition Hearing 1 (ISH1) held on 11 November 2025 in relation to the application for development consent (the 'Application') for the Beacon Fen Energy Park (the 'Proposed Development').

The structure of this document follows the order of the items listed in the detailed agenda published by the ExA (EV3-001) (the Agenda).

This document is structured as follows:

- Section 2 provides the summary of oral submissions made at CAH1;
- Section 3 provides the Applicant's responses to Action Points raised in the CAH1.

# Written Summary of the Applicants Oral Submissions at CAH1

The table below sets out the written summary of the Applicant's Oral Submissions at CAH1 held on 11 November 2025.

Written summary of the Applicant's Oral Submissions at CAH1 – Table 2.1

AGENDA ITEM	WRITTEN SUMMARY OF APPLICANT'S ORAL SUBMISSION
<b>1: Introductions</b>	<p>The Applicant introduced its speakers for the hearing:</p> <ul style="list-style-type: none"> <li>• Ian Mack, Senior Associate, Herbert Smith Freehills Kramer LLP</li> <li>• Leon Culot, Associate, Herbert Smith Freehills Kramer LLP</li> <li>• James Davey, Senior Surveyor, Ardent</li> <li>• James Hartley Bond, Project Development Director, Applicant</li> </ul>
<b>2: Purpose of the CAH</b>	<i>The Applicant made no submissions under this agenda item.</i>
<b>3: The Applicant's case for CA and TP</b>	<p><b>Considering the relevant sections of the Planning Act 2008, the ExA requested the Applicant explain the strategy and criteria for CA of land, CA of rights or TP of land and how strategy was deployed.</b></p> <p>Mr Mack for the Applicant noted that the <b>Statement of Reasons (AS-013)</b> is the primary application document setting out the Applicant's compulsory acquisition case, including how the relevant statutory and policy tests have been met and particularly how the Applicant considers that the compelling case in the public interest for the Applicant to be granted these powers is made out. In particular, as noted at paragraph 1.5.1 of the <b>Statement of Reasons</b>, the Applicant requires powers of compulsory acquisition to ensure that the Proposed Development can be constructed, operated, maintained and decommissioned and so that the Government's policies in relation to the timely delivery of new renewable energy generating capacity (designated as a "critical national priority" in the Overarching National Policy Statement for Energy (NPS EN-1)) and achieving the UK's net zero targets are met. The Applicant considers that, in the absence of these powers, there would remain a risk that the Order Land would not be fully assembled and the Proposed Development would not be delivered, meaning that Government policy objectives would not be achieved.</p> <p>The <b>Statement of Reasons</b> should be read in conjunction with the <b>Book of Reference (REP2-008)</b>, <b>Land Plans (REP2-002)</b>, <b>Crown Land Plan (APP-009)</b> and <b>Draft DCO (REP2-004)</b> which all interrelate and all also relate to the compulsory acquisition powers sought by the Applicant and the need for the Proposed Development.</p>



	<p>In addition, the <b>Detailed Land and Rights Negotiations Tracker (REP2-011, excel at REP2-012)</b> describes the progress of negotiations with landowners to seek, by voluntary agreement, the necessary rights to carry out the Proposed Development, in parallel to seeking powers of acquisition in the Order.</p> <p>The Applicant had regard to the Department for Communities and Local Government's (as MHCLG was then known) Compulsory Acquisition Guidance 2013, which outlines what applicants must demonstrate to be awarded compulsory acquisition powers, when preparing the <b>Statement of Reasons</b>. In particular, in respect of the separate limbs identified in the guidance, the Statement of Reasons sets out:</p> <ul style="list-style-type: none"> <li>• In sections 5 and 6 – that the land is no more than that reasonably required for the development.</li> <li>• In sections 6.1 and 9.5 – that there is compelling evidence that the public benefits of the scheme outweigh private losses.</li> <li>• In section 5.4 – how all reasonable alternatives to compulsory acquisition have been considered.</li> <li>• In sections 4, 5 and 9 – that the interference with landowners' rights is legitimate, necessary, and proportionate.</li> <li>• In sections 3 and 4 – that the applicant has a clear plan for how the land will be used.</li> <li>• Through section 5.5 and reference to the <b>Funding Statement (APP-043)</b> – that there is a reasonable prospect of funding being available.</li> <li>• And finally through section 9 – that the acquisition is justified in terms of any potential interference with human rights, in particular Articles 1, 6 and 8 of the European Convention on Human Rights as transposed into domestic law through the Human Rights Act 1998.</li> </ul> <p>Regarding the identification of the powers sought and their purpose, Section 4.3 of the <b>Statement of Reasons (AS-013)</b> sets out the categories of land powers which the Applicant is seeking in the <b>Draft DCO (REP2-004)</b>. However, please note that due to article renumbering since the <b>Statement of Reasons</b> was submitted, the article numbers for each item in that section have increased by one. By reference to the <b>Land Plans (REP2-002)</b>, these include:</p> <ul style="list-style-type: none"> <li>• Permanent acquisition of all interests in land, including freeholds (Article 23). This applies to the "Order land", which is shown edged red and shaded pink on the <b>Land Plans (REP2-002)</b>;</li> <li>• Permanent acquisition or creation of new rights and imposition of restrictive covenants (Article 27). The Applicant's powers of compulsory acquisition are limited to the acquisition of existing rights and the benefit of covenants and the creation of new rights and imposition of covenants in respect of the land specified in Schedule 8 of the draft DCO and shown edged red and shaded blue on the <b>Land Plans (REP2-002)</b>; and</li> <li>• Temporary use of land (Article 32). This permits the Applicant to take temporary possession of any part of the Order land where it has not yet exercised powers of compulsory acquisition and to carry out the activities specified in the Article. Specified plots where only temporary possession is authorised are shown edged red and shaded green on the <b>Land Plans (REP2-002)</b>.</li> </ul>
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**The ExA invited Matthew Mountain for LCJ Mountain Farms Limited to speak and Mr Mountain made submissions, including regarding testing the compulsory acquisition case for the Cable Route Corridor across his land and whether there are reasonable, less intrusive alternatives, and regarding the need for a 12m permanent easement width.**

**The ExA asked if the Applicant had any general comments on the matters raised.**

Mr Mack for the Applicant explained that the Applicant's primary strategy for securing the necessary land rights to deliver the Proposed Development has been to secure land on a voluntary basis wherever possible and the success of this is evidenced by the fact that terms have been agreed for the whole of the Solar Array Area, 97% of the land area of the Bespoke Access Corridor and 60% of the land area of the Cable Route Corridor. Mr Mack noted that this can be seen visually on the 'Voluntary Negotiation Status Plan' submitted on Friday (**AS-030**) in anticipation of CAH 1, to be discussed further later in the agenda.

Where there remains a need for CA powers, the Applicant has considered what rights and interests are required to carry out the works planned in that area and has limited the scope of powers sought to temporary possession powers or CA of rights only where that is feasible. Again, those areas are the areas shown shaded green (temporary possession) and blue (CA of rights) on the **Land Plans (REP2-002)**. In broad terms, blue land is for the Cable Route Corridor and Bespoke Access Corridor and green land is for the temporary construction compounds.

Where the Applicant is seeking full compulsory acquisition powers of land, this is to ensure that it has adequate powers to secure the land required to deliver the Proposed Development. This includes over areas for which voluntary agreements have been concluded to ensure that the Applicant has a route to delivery in the event that freehold owners do not comply with the terms of their option agreements and grant the necessary leases and/or where private rights need to be cleansed from the land where these would otherwise hinder delivery.

In terms of the consideration of alternatives, Mr Mack noted that this was discussed at ISH 1. Mr Mack reiterated that the Applicant's primary strategy has been to secure land on a voluntary basis wherever possible, thus avoiding the need to exercise compulsory acquisition powers. This aim has fed into its site selection and refinement exercises, including for the Cable Route Corridor.

With particular regard to the Cable Route Corridor, the **Cable Route Corridor Appraisal (APP-079)** notes that the appraisal process sought to minimise the number of affected land interests as part of the considerations in selecting the final Cable Route Corridor (para. 2.1.4). As explained in the summary of the options analysis (from para. 4.3.42), where there was little distinction between routes when considering other factors, a general preference for the shortest route was applied. It is also important to note that the Cable Route Corridor that dictates the Applicant's redline boundary is necessarily larger than both the eventual working width for the construction of the Cable Route and the permanent easement required once the Cable Route is installed. The Cable

Route Corridor is on average 75m wide, extending wider in certain areas where the Applicant identified additional constraints that necessitate more flexibility as regards siting the final Cable Route. This flexibility is necessary to guarantee the deliverability of the Cable Route once further surveys are carried out, ensuring that any constraints identified can be avoided to the extent possible by the final Cable Route alignment. Once this alignment is ascertained post-consent, the working width during construction will be 30m and the eventual permanent easement will be 12m (see paras. 2.8.2 and 6.14.4 (respectively) of the **Outline Construction Environmental Management Plan (REP2-017)**).

In relation to why the Applicant requires a 12m permanent easement width, the Applicant agreed to provide further information in writing.

**Action Point 1: Applicant to confirm why it requires a 12m permanent easement for the cable route.**

Mr Mack for the Applicant noted that a 12m easement was not an outlier from an industry perspective and that the Applicant considered such a width common across similar forms of development.

Mr Mack continued that the same considerations as for the Cable Route Corridor underlay the appraisal of routes for the **Bespoke Access Corridor**. As per para. 2.1.5 of the **Bespoke Access Road Appraisal (APP-080)**, bespoke routes were considered having regard to the availability of land. As for the Cable Route Corridor, the Bespoke Access Corridor ensures the necessary degree of flexibility within which to site the final Bespoke Access Road.

In response to comments from Mr Mountain regarding the Applicant's engagement with the developer IB Vogt, Mr Mack explained that the Applicant did seek engagement with that developer as they were listed as a potential interest within the Book of Reference. Mr Mack noted that the Applicant is not aware why IB Vogt would subsequently decide not to proceed with its proposal on LCJMF's land, but that this was a decision for the developer. The Applicant only ever engaged in good faith with IB Vogt.

**The ExA asked why the Applicant continues to consider the Cable Route Corridor feasible given that Mr Mountain will not agree a voluntary land agreement and in light of Mr Mountain's submissions on alternative routes.**

Mr Mack for the Applicant noted that the Applicant has in turn made submissions into the examination in response to Mr Mountain's submissions, but invited the ExA to indicate if there were particular areas which it would like supplemented.

**Action Point 2: Review LCJ Mountain Farms Ltd's deadline 3 and 4 submissions and confirm to the ExA what further comparative analysis can be undertaken between the applicant's cable route corridor and LCJ Mountain Farms Ltd's proposed alternative cable route.**



The Applicant acknowledged the request but noted that within the confines of an examination there are challenges around any quantitative assessment of some of the points requested by Mr Mountain.

Mr Culot for the Applicant then noted that, as per para. 5.1.10 of the **Cable Route Corridor Appraisal (APP-079)**, the only alternative the Applicant understands Mr Mountain to have proposed would impact a greater number of land interests (being individual land-owning entities) than the Applicant's Cable Route Corridor, being the 17 or 18 freeholder figure that has been put into the examination. The Applicant was not aware of any specific information submitted by Mr Mountain rebutting that figure, other than his general objection to it.

Further, the **Cable Route Corridor Appraisal (APP-079)** sets out a number of other factors which led the Applicant to conclude that its Cable Route Corridor was preferable to Mr Mountain's alternative – briefly, impacts on LWSs other than LWS 4722; impacts on non-designated heritage assets and public rights of way. Mr Culot noted that Mr Mountain had not submitted material to directly counter the Applicant's position on those other factors.

**The ExA requested that the Applicant explain its approach to Category 3 persons.**

Mr Davey for the Applicant clarified that with regards to the Applicant's identification of Category 3 interests, it took a precautionary approach in identifying Category 3 interests in the **Book of Reference (APP-044)** using the noise modelling data obtained by the Applicant's environmental consultants to ascertain where there was potential for more than a 3dBA increase in noise levels as a result of the Proposed Development. Where this was identified, the Applicant has included those interests within the **Book of Reference (APP-044)** to set out that they may be entitled to make a claim as a result of the Proposed Development.

**The ExA noted that Mr Davey mentioned in particular issues linked with noise, and asked if the Applicant has taken the same approach to other issues such as residential amenity and visual impact.**

Mr Cunliffe for the Applicant explained that in terms of consideration of the Category 3 parties, that is primarily driven by physical factors arising from the operation of the of the project such as noise, lighting and other sources of pollution. The Applicant looked at noise primarily as that extends further. Issues such as visual amenity are not triggered as a source of a claim.

**The ExA asked where, on a site-by-site basis, the Applicant sets out its justification for the extent of land requested in the Order.**

Mr Mack for the Applicant explained that the extent of the land required and how the land is intended to be used is found principally in the **Statement of Reasons (APP-042)**, in sections 3, 4, 5 and 6 in terms of variously how the land would be used and that the land is no more than is reasonably required for the development. In terms of how that land would be used and the

extent required, it varies across the different scheme components (e.g. as regards the widths required for the Cable Route Corridor and Bespoke Access Road). Mr Mack noted that the best evidence in respect of how the land would be used is within the **Indicative Site Layout Plan (APP-195)** which provides an example for how the design has evolved and the mitigation has informed the potential use and configuration within that.

**The ExA noted that he considers the Applicant's approach falls short on justifying the land-take on a site-by-site basis.**

The Applicant confirmed that it will review information with the **Statement of Reasons (APP-042)** and provide additional clarification. The Applicant noted that in ISH1 the indicative acreage to MW output broadly corresponded with industry and EN-3 expectations.

The Applicant confirmed that it would follow up on the ExA's request and noted that in terms of how it has set up the sites, it considers that the evidence given at the outset explained that the Applicant has sought to limit the land necessary in that respect, and that the Applicant has identified that it has challenged itself where a lesser right only is needed, principally in respect of the Bespoke Access Road, Cable Route and construction compounds. The Applicant confirmed it has deliberately sought to not over-acquire. The Applicant has sought and reached voluntary agreement with 97% of the Solar Array Area, however appreciates that further input is needed on a site-by-site basis.

**Action Point 3: Applicant to provide a detailed assessment, on a plot by plot basis, for why it requires the land that is subject to CA powers.**

Mr Mack clarified that within the DCO there are different schedules which, by exception, limit the extent of rights able to be acquired/exercised over certain plots of land, and those are by reference to the Land Plans and in turn, by reference to the **Book of Reference (APP-044)**. The Applicant has sought to limit and illustrate specific rights in relation to which specific plot. Then, by exception, compulsory freehold acquisition is available for all other plots. The Applicant sought clarification on whether the ExA is expecting something more than that, or presented in a different format.

**The ExA clarified that in the Draft DCO (REP2-044) Schedule 8, it lists on a plot by plot basis the purposes for which each plot may be acquired and restrictive covenants imposed however, it does not provide a clear overview of all the sites and how strategy was implemented.**

Mr Mack confirmed that the Applicant can elaborate further in a written response but noted that broadly, all of the land within Schedule 8 will be the Bespoke Access Roads and the Cable Route Corridor. Each of the rights listed there against those corresponding plots are for that purpose. Schedule 10, Article 32 is in broad terms related to the construction compounds.

**The ExA noted that those schedules achieve clarification in terms of the links between the works that the Applicant is proposing and the plots that the Applicant has identified in both Schedule 8 and Schedule 10.**

Mr Mack noted that this is correct but that those Schedules also place a limit on the use of the CA powers against their corresponding articles.

**The ExA drew attention to Section 9 of the Statement of Reasons (APP-042) and what assessment, if any, has been made of the effects upon individual affected persons as to the private loss that would result from the exercise of the Order powers in each case, and where this assessment is set out on a case by case basis**

Mr Mack set explained that Section 9 of the **Statement of Reasons (AS-013)** sets out the human rights considerations in the authorisation of compulsory acquisition of land. The Secretary of State must ultimately be satisfied that the purposes for which the DCO authorises compulsory acquisition are legitimate and are sufficient to justify interfering with the human rights of those with interests in the land affected. The Applicant has noted that the relevant provisions are Article 1 of the First Protocol to the Convention (the right to peaceful enjoyment of possessions); Article 6 (right to a fair and public hearing) and Article 8 (right to private and family life). For the reasons set out in that section 9 of the Statement of Reasons, the powers sought are considered to be proportionate and legitimate and in accordance with national and European law.

Insofar as a site by site consideration, the wording in Section 9 applies equally and generally to each of the plots and the sites proposed to be subject to compulsory acquisition powers. There is no more nuanced answer that the Applicant considers it could provide in relation to that.

**The ExA requested clarification on the Applicant's overall approach and whether sites have been considered individually on a site by site basis, in terms of any claims or interference with human rights in relation to those sites.**

Mr Mack confirmed that insofar as it's referenced within the **Statement of Reasons (APP-042)**, the Applicant has set out by reference (principally in relation to the **Planning Statement (APP-277)**), why it considers that to the extent there is any interference, and principally that would be in relation to Article 1 of the First Protocol, the significant public benefits of the proposed development would demonstrably outweigh the effects of the persons who would be affected in that instance. The Applicant has considered this matter in the development of the scheme and the mitigation proposed.

**The Exa asked whether in considering the magnitude of potential effects on some of the residential properties, the Applicant considered the need or not for the CA of those properties and asked what sort of strategy the applicant has implemented.**

The Applicant pointed to paragraphs 9.4.1 and 9.4.2 of the **Statement of Reasons (APP-042)**. Mr Mack noted that the Order land does not include, and the proposed development does not require, the acquisition of any residential dwelling houses. Consequently, as dwelling houses will not be directly affected, it is not anticipated that the Convention rights protected by Article 8 will be engaged. In the event that such rights were to be engaged, the Applicant considers that such interference would be justifiable on the basis that would be lawful and in the public interest to set out below.

**The ExA drew attention to REP1-057 from Phillip V Humberstone that raised issues regarding his property. The Applicant responded to this in REP2-043 confirming that the property is outside of the Order Limits and as such there is no obligation for the Applicant to purchase the property. However, significant effects on that property will be created by the Applicant and therefore the ExA request clarification on how the Applicant has come to the position that they have.**

Mr Mack noted that within the Applicant's response to Mr Humberstone (**REP2-043**) it sought to explain, not just by reference to the ability for Mr. Humberstone to make a relevant claim were he to fall within that category, but also why the Applicant considers that the ES as necessary has mitigated the potential impact in relation to that receptor, insofar as it considers appropriate within the confines of that assessment. The Applicant noted specifically the landscaping and buffers shown on the **Landscape Strategy Plan (REP2-021 to 2-023)**.

Mr Mack noted that the **Design and Access Approach Document (APP-278)** details how the evolution of the design of the scheme was informed by the context and consideration of local residents. Therefore the aggregate effect of the mitigation that the Applicant has brought forward within each of the mitigation documents referenced in the response to Mr. Humberstone, which is principally the **OLEMP (APP-089)**, as well as the **OCTMP (APP-059)** and **OCEMP (REP2-017)** is sufficient.

**The ExA noted that in the Applicant's consideration of human rights as set out in Paragraph 9.2.2, it recognises the right of peaceful enjoyment of their property. The ExA requested clarity on how the Applicant has considered that specific human rights interference on a case by case basis, particularly on this site, which is an example of a receptor which has claimed that there is an interference with their rights. The ExA noted that he also has similar concerns with regards to Gashes Barn.**

The Applicant referred to its response to Mr Humberstone in **REP2-043**. Within that, the Applicant engages with both how it identified Mr Humberstone's interest, as well as the approach taken in the design evolution of the scheme and within the elaboration of the mitigation that was brought forward, what steps were taken to reduce and mitigate those as far as possible. That is on a general basis, and the approach that taken to design the scheme is relevant to the subsequent consideration the Applicant took against the Convention rights. The points about Mr. Humberstone potentially being able to have a relevant claim will depend on proof and evidence of the physical factors that subsequently exist. The fact that he's referenced as having a Category 3 interest doesn't mean he will definitively have a claim – it just means they may potentially have a claim. The Applicant has identified such interests on a precautionary basis.

**The ExA noted that even if they were Category 1 that does not necessarily mean that they would have a right that would make a claim. The ExA noted however that the Applicant, by including them as a Category 3 person, recognises that there is the potential. Therefore the Applicant is required to consider how the Proposed Development will impact on the human rights of that Category 3 person.**

The Applicant confirmed that it wasn't going as far as to say that the fact that they're listed in as Category 3 means they wouldn't be able to make a claim, it is just that it's not determined either way. At this point, they were included on a conservative basis. The evidence that the Applicant put forward in its written representation, sets out the steps that it has taken to consider how effects could be mitigated and reduced, both through design evolution and the mitigation documents that follow. There is the statutory basis for compensation to be to be claimed in those circumstances. The Applicant does not consider that any of those necessarily interfere with or conflict with Article 1 of the First Protocol to the Convention in this sense, but insofar as there is that interference, the Applicant considers that the overall needs and benefits generated by the Proposed Development outweigh any effects that might be experienced.

**The ExA noted that he accepts the Applicant's overall strategy however based on the submissions the ExA has received, it is not clear how those human rights considerations have been taken into account. The fact that the Applicant has identified those individuals as Category 3 people means it must be assessed how the Proposed Development will affect those receptors, regardless of the fact that they may or may have a claim against the development, they will have the right to.**

The Applicant raised that this may be something it can respond in further detail to in writing. Mr Mack noted that whilst he has sought to provide the ExA general answers in relation to the Applicant's approach, specific to Mr. Humberstone, looking at the Applicant's response to his written representation, the Applicant has noted the engagement that was carried out with that specific stakeholder. A meeting was requested and held in May 2023 during the early non statutory engagement phase. A further meeting was held in February 2024 to discuss the preferred visual screening measures at that stakeholder's property in further detail, and then open communication was constantly and consistently carried out thereafter. The Applicant noted in that response that changes were subsequently made to the scheme layouts and to landscaping proposals, and landscaping buffers are shown on the updated Landscape Strategy Plan. Mr Mack emphasised that the Applicant has engaged individually with the relevant receptors that have been identified, including and in particular, Mr. Humberstone. The Applicant has consistently and constantly engaged throughout the development of the scheme, and that's reflected in its design. The Applicant confirmed that it will elaborate in more detail in its written response.

**Action Point 4: Applicant to provide further explain on how Category 3 persons and potential impacts on them from the proposed development have been identified, including human rights implications.**



<p><b>4: Site specific issues for the applicant</b></p>	<p><b>The ExA requested an update from the Applicant on the progress of negotiations with affected persons, and the expected dates for the conclusion of the negotiations.</b></p> <p>Mr Davey confirmed that Revision 3 of the <b>Land and Rights Negotiations Tracker (REP2-011)</b>, and the <b>Voluntary Negotiation Status Plan (AS-030)</b>, are reflective of the approach taken by the Applicant in its significant efforts to secure all land and rights required to construct, operate, maintain and decommission the Proposed Development voluntarily, wherever possible, with compulsory acquisition powers to only be used as a last resort. This approach of seeking powers of compulsory acquisition in the <b>Draft DCO (REP2-004)</b>, in parallel with conducting negotiations to acquire land rights by agreement, accords with Paragraphs 25 and 26 of the Compulsory Acquisition Guidance which accompanies the Planning Act 2008 and which relates to the procedures for the compulsory acquisition of land.</p> <p>Further progress has been made since the latest version of the <b>Land and Rights Negotiations Tracker (REP2-011)</b> was submitted at Deadline 2. Heads of Terms have recently been agreed and signed by Bicker United Charity, securing an additional 20 acres of the Cable Route Corridor on a voluntary basis. A further update will be provided in an updated <b>Land and Rights Negotiations Tracker</b> which is to be submitted at Deadline 4.</p> <p>As set out in the latest version of the <b>Land and Rights Negotiations Tracker (REP2-011)</b> and the <b>Statement of Reasons (AS-013)</b>, all of the land required for Solar Array Area, and set aside for solar, is secured under Option Agreements, being Plots 2-2, 3-8 and 6-2 in the <b>Book of Reference (REP2-008)</b> and shown on Sheets 1, 2, 3, 5, 6 and 7 the <b>Land Plans (REP2-002)</b>.</p> <p>To ensure that the land and rights required for the Proposed Development could be secured by private treaty, the Applicant has been engaging with landowners included in the Bespoke Access Corridor and Cable Route Corridor since early 2023. Heads of Terms were issued in January 2025, once the Order limits had been fixed for the DCO Application. The landowners' agents formed a Land Interest Group to negotiate generic template Heads of Terms on behalf of the majority of landowners included in the Cable Route Corridor. The Applicant met with the Land Interest Group on numerous occasions, agreed generic template terms in July 2025 and subsequently re-issued landowner specific Heads of Terms to the individual members of the group. Since July 2025, the Applicant has been engaging with the specifics of each individual agreement and has agreed terms for 97% of the land included in the Bespoke Access Corridor and 60% of the land included in the Cable Route Corridor, over which voluntary agreements are considered necessary. The Applicant's positive progress in securing the land and rights required to construct, operate, maintain and decommission the Proposed Development voluntarily is demonstrated by the <b>Voluntary Negotiation Status Plan (AS-030)</b> which is currently shown on screen. This plan is split across three sheets, covering the three areas of the Proposed Development, the Bespoke Access Corridor, the Solar Array Area and the Cable Route Corridor. Land shaded green indicates where Heads of Terms and / or an Option Agreement has been secured, land shaded amber indicates where Heads of Terms are in discussion and the Applicant anticipates reaching agreement before the close of Examination whilst land shaded red, within the Cable Route Corridor only, relates to land where the Applicant suggests it is unlikely to secure a voluntary land agreement during the Examination, however,</p>
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the Applicant will continue to attempt to engage with these limited landowners with the intention of reaching agreement voluntarily. To facilitate the voluntary agreements, the Applicant has agreed to reimburse landowners' professional fees, to ensure Affected Persons are able to procure their own advisors and obtain professional advice.

Although substantial progress has been made, the Applicant will continue to pursue agreements with the limited number of landowners with whom agreements remain outstanding. The intention is to continue to advance negotiations to ensure that terms are agreed, wherever possible, prior to the close of Examination. The Applicant anticipates providing a final version of the Land and Rights Negotiations Tracker at Deadline 8 of the Examination to document this.

**The ExA requested to go through the detailed negotiations of the individual land owners (REP2-011).**

Mr Davey offered to go through the **Voluntary Negotiation Status Plan (APP-030)**.

#### Bespoke Access Corridor

- The Lincoln Diocesan Trust and Board of Finance Limited (Plot 4-3 in the **Book of Reference (REP2-008)** and shown on Sheet 4 of the Land Plans (REP2-002)).
  - Represents the final 3% of the Bespoke Access Corridor over which terms are yet to be agreed for.
  - Heads of Terms have been provisionally agreed with the landowner's agent
  - A clean copy of the Heads of Terms has been issued to the landowner's agent for signing.
  - The Applicant anticipates that Heads of Terms will be signed at or before Deadline 5.

#### Cable Route Corridor

- Melbourne Holdings Limited (Plots 7-2 and 7-3 in the **Book of Reference (REP2-008)** and shown on Sheet 7 of the Land Plans (REP2-002)).
  - Melbourne Holdings Limited's appointed agent is a member of the Land Interest Group.
  - Generic template terms were agreed with the Land Interest Group in July 2025.
  - Bespoke landowner specific terms were subsequently re-issued in July 2025.
  - Since July 2025, the Applicant has been regularly engaging with Melbourne Holdings Limited's agent and anticipates that Heads of Terms will be signed before the close of Examination.
- The trustees of the De Lisle Family Trust (Peter, Simon and Gerard De Lisle and Roythornes Trusteed Limited) (Plots 9-12, 14-2, through 14-9 in the **Book of Reference (REP2-008)** and shown on Sheets 9 and 14 of the Land Plans (REP2-002)).
  - The De Lisle Family Trust's appointed agent is a member of the Land Interest Group.

	<ul style="list-style-type: none"> <li>○ Following agreement of the generic template terms with the Land Interest Group in July 2025, the De Lisle Family Trust's agent informed the Applicant that Heads of Terms are broadly agreed and recently provided an update confirming that they are now with their solicitors for a final review.</li> <li>○ The Applicant anticipates that Heads of Terms will be signed before the close of Examination.</li> </ul> <ul style="list-style-type: none"> <li>• Leslie and Patricia Mountain (Plot 12-1 in the <b>Book of Reference (REP2-008)</b> and shown on Sheet 12 of the Land Plans (REP2-002)). <ul style="list-style-type: none"> <li>○ The interests of Leslie and Patricia Mountain are being dealt with by Mr Mountain and his appointed agent.</li> <li>○ Owing to Mr Mountain's various Examination submissions, the Applicant again suggests that it is unlikely that a voluntary land agreement will be reached with Leslie and Patricia Mountain during Examination, however, Applicant will continue to attempt to engage with the objective of securing a voluntary agreement.</li> </ul> </li> </ul> <ul style="list-style-type: none"> <li>• Ann and Robin Firth (Plot 18-1 in the <b>Book of Reference (REP2-008)</b> and shown on Sheet 18 of the Land Plans (REP2-002)). <ul style="list-style-type: none"> <li>○ Ann and Robin Firth's appointed agent is a member of the Land Interest Group.</li> <li>○ Following agreement of the generic template terms with the Land Interest Group in July 2025, the Applicant met with Ann and Robin Firth and their agent to discuss the terms of the proposed agreement in detail.</li> <li>○ Since this meeting, the Applicant has been regularly engaging with their agent with regards to the detail of the outline Soil Management Plan (REP1-013) and the outline Construction Environmental Management Plan (REP2-017).</li> <li>○ The engagement has been constructive and the Applicant is close to agreeing Heads of Terms. An agreement is expected to be reached at or before Deadline 5.</li> </ul> </li> </ul> <ul style="list-style-type: none"> <li>• Sarah Bettinson and Ann Firth (Plot 18-9 in the <b>Book of Reference (REP2-008)</b> and shown on Sheet 18 of the Land Plans (REP2-002)). <ul style="list-style-type: none"> <li>○ Sarah Bettinson and Ann Firth's appointed agent is a member of the Land Interest Group.</li> <li>○ Following agreement of the generic template terms with the Land Interest Group in July 2025, the Applicant met with Sarah Bettinson, Ann Firth and their agent to discuss the terms of the proposed agreement in detail.</li> <li>○ Since this meeting, the Applicant has been regularly engaging with their agent with regards to the detail of the outline Soil Management Plan (REP1-013) and the outline Construction Environmental Management Plan (REP2-017).</li> <li>○ The engagement has been constructive and the Applicant is close to agreeing Heads of Terms. An agreement is expected to be reached at or before Deadline 5.</li> </ul> </li> </ul> <ul style="list-style-type: none"> <li>• The Vicarage Drove Project Limited (Plots 17-7 and 18-11 in the <b>Book of Reference (REP2-008)</b> and shown on Sheets 17 and 18 of the Land Plans (REP2-002)). <ul style="list-style-type: none"> <li>○ The Vicarage Drove Project Limited's appointed agent is a member of the Land Interest Group.</li> <li>○ Generic template terms were agreed with the Land Interest Group in July 2025.</li> </ul> </li> </ul>
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- Bespoke landowner specific terms were subsequently re-issued in July 2025.
- The Vicarage Drove Project Limited has granted an Option Agreement to Fidra (UK Transition Power Holdings Limited to quote the entity with the registered land interest) over Plots 17-7 and 18-11 in the **Book of Reference (REP2-008)** and shown on Sheets 17 and 18 the **Land Plans (REP2-002)**. The Applicant is proactively engaged with the developer with regards to the potential interface between the two projects. Once this matter is resolved, the Applicant hopes to quickly secure a voluntary land agreement with The Vicarage Drove Project Limited as the terms are substantively agreed.
- Patrick Benjamin (Plot 18-44 in the **Book of Reference (REP2-008)** and shown on Sheet 18 of the **Land Plans (REP2-002)**).
  - Mr Benjamin's appointed agent is a member of the Land Interest Group.
  - Following agreement of the generic template terms with the Land Interest Group in July 2025, the Applicant met with the Benjamin family and their agent in September 2025 to discuss the terms of the proposed agreement and any specific requirements needed to mitigate the impact of the Proposed Development on the Benjamin's cattle farming during construction.
  - Since this meeting, the Applicant has been regularly engaging with the Benjamin's agent with regards to the detail of the Heads of Terms and is currently awaiting a mark-up from the Benjamin's agent.
  - The Applicant has recently been made aware that Vicarage Drove BESS has secured planning permission for a BESS scheme over a portion of Plot 18-44 in the **Book of Reference (REP2-008)** and shown on Sheet 18 the **Land Plans (REP2-002)**. The Applicant met with the developer and the Benjamins in October 2025 and is constructively engaging with both parties to secure a voluntary land agreement before the close of Examination.
- The Lincoln Diocesan Trust and Board of Finance Limited (Plot 18-50 in the **Book of Reference (REP2-008)** and shown on Sheet 18 of the **Land Plans (REP2-002)**).
  - In August 2025, the Applicant was informed that Plot 18-50 in the **Book of Reference (REP2-008)** and shown on Sheet 18 of the **Land Plans (REP2-002)** is managed by a separate Agent to that of Plot 4-3, which is also owned by the Lincoln Diocesan. Heads of Terms were re-issued to the appointed agent for the Cable Route Corridor and engagement is ongoing.
  - The Applicant is currently awaiting a substantive response to the Heads of Terms but anticipates securing a voluntary land agreement before the close of Examination.

**Action Point 5: In relation to the applicant's response to submissions made by Philip V Humberstone (REP1-057); Natalie Holloway (REP2-057); and Toby Morrhall (REP2-064) the ExA highlight that, in the applicant's response, consideration should be given to the fact that the applicant may conclude that the significant public benefits of the proposal outweigh the effects on persons whose peaceful enjoyment of their property is proposed to be interfered with as a result of the proposed development, however, a detailed assessment of this on a case-by-case basis should always be carried out regardless.**

	<p><b>The ExA raised the question regarding Mandy Karen Goodhand (REP1-048). In the tracker this is marked as agreement with freeholder complete however her representation suggests that this is a misrepresentation.</b></p> <p>Mr Davey confirmed that Ms Goodhand is identified in the tracker as an occupier because she has the benefits of a right of access over a small portion of plot 3-8. The applicant does not anticipate any requirement to interfere with this right or the right to a water connection which she is also a beneficiary. Ms Goodhand will continue to benefit from an unobstructed right of way and water connection during the project life and as such there is no requirement to enter into a voluntary agreement.</p> <p><b>The ExA requested clarification as to why she is in the tracker and marked as complete if there is no need to enter into an agreement with her.</b></p> <p>The Applicant clarified that she was initially identified as a potential Category 1 interest but suggested that she may be removed from the tracker on the basis that there is no need to secure a voluntary land agreement with her.</p> <p>Mr Mack clarified that this is perhaps a clerical point that in terms of what is the legal definition of categories that Mr Davey sought to include in the tracker versus the practical legal position in terms of what agreements are needed.</p> <p><b>Action Point 6: Applicant to clarify the status of negotiations for a voluntary land agreement in respect of the plot over which Mandy Karen Goodhand has rights/interests as there appears to be a contradiction between parties.</b></p> <p><b>The ExA requested an update on the status of Crown Land.</b></p> <p>Mr Mack confirmed that both the Section 135 consent and the two Deed of Covenants that are being negotiated with the Crown Estate are in an agreed form, but are not yet signed. Those matters are now subject to respective final sign off and governance measures on the other side. The Applicant cannot confirm timing but would expect matters to be evolving positively by the midpoint of the examination.</p>
<p><b>5: Site specific representations by APs</b></p>	<p><b>The ExA offered an opportunity for affected persons to raise concerns in relation to the compulsory acquisition or temporary possession of land that they own or occupy.</b></p> <p>Mr Tom Ewings spoke on behalf of Vicarage Drove Energy Centre (VDEC).</p> <p>Mr Mack provided a response with regards to plots 18-52 and 18-56 on the <b>Land Plans (REP2-002)</b> (VDEC's land interests), and the approach which was taken and the options that were considered in developing the cable route corridor for the Proposed Development in this area.</p>



Mr Mack referred to the Constraint **Masterplan for Bicker Fen Substation (AS-032)** (the Substation Constraint Masterplan) which the Applicant had submitted in anticipation of the Hearing. He explained this was prepared to provide a visual overlay of how the Project's order limits interact with a number of actual and potential infrastructure constraints in the area of the Bicker Fen substation, which have varying degree of relevance to some of the submissions made by interested parties in the examination to date, including those made by Mr Ewings on behalf of VDEC in this Hearing.

Mr Mack noted the intention to walk the ExA through the plan in a general north to south direction, but before doing that, highlighted the number of different colours and overlapping/proximate development areas on the plan, demonstrating how 'busy' for want of a better term the area is. Mr Mack noted this was not unusual for connections into a substation of this size; however, flagged this does explain why a level of flexibility is necessary in the routeing of the corridor in this area, particularly as it's an evolving picture as more schemes come forward in the area.

Starting from the north of the plan, Mr Mack explained that the initial key consideration from the Applicant's perspective was whether an approach to the substation could be made from further to the west; however, once the VDEC scheme was identified, in addition the proposed Heckington Fen DCO order limits corridor, it became apparent that such a routeing would have significant challenges/constraints, which made routeing to the east more attractive by comparison.

With that general locational approach confirmed, the question then became how/where to route into the substation itself from that easterly direction. For ease of illustration, the Applicant included an indicative 30m construction corridor within the order limits on the Substation Constraint Masterplan (which is the maximum working width permitted under the **oCEMP (REP2-017)** (and which for the avoidance of doubt was included on the plan for example illustration only, and no inference should be taken from it).

Mr Mack explained the next key consideration is whether the cable could be located in and through Vicarage Drove Road. The Applicant is not ruling out such a route and indeed it could prove a viable option; however, the level of known and existing infrastructure within that road already (not even allowing for anything else that may be in there, but which is unknown) means the Applicant cannot commit to that route with any uncertainty and it would introduce unacceptable project risk to do so.

Mr Mack continued to explain that any option other than routeing in the road means a level of interface/overlap with Fidra's BESS scheme as can be seen with the interaction with the orange hatching on the **Constraint Masterplan for Bicker Fen Substation n (AS-032)**. The western illustrative corridor is broadly the area requested by Fidra in their relevant representation (**RR-020**), but also allows for an additional 9m buffer per the requirements of the Black Sluice IDB through their byelaws. It is understood that Fidra would, in general terms, be comfortable that such a route could be accommodated within their proposed site layout without compromising their scheme. Mr Mack noted that this would be the Applicant's preference too (so limiting the overlap and potential compensation implications) and the same had been confirmed to Fidra through discussions to date. However, the Applicant cannot commit to that routeing *only* at this stage, based on the ground conditions information available at present. He explained that the

Applicant had carried out targeted Ground Penetrating Radar (GPR) surveys in this area (and around by VDEC's site) to seek to better understand the ground conditions and particularly the apparatus in situ; however, the results of such surveys were inconclusive and particularly regarding the burial depth of the Viking Link cable in this area. He explained the depth of this cable would affect the feasibility of the crossing and the implication of the uncertainty and the potential challenges in crossing Viking Link's cable means the Applicant cannot rule out the need to route outside of the illustrative 30m 'western' corridor in Fidra's land area to preserve the overall feasibility/deliverability of the Proposed Development. He noted the Applicant is exploring options with Fidra in this regard at present; however, clarified that any interaction with Fidra's proposed site will be limited, at most, to a 30m construction corridor and a 12m permanent easement, which is a relatively small percentage of their overall site.

Mr Mack continued to explain the **Constraint Masterplan for Bicker Fen Substation (AS-032)** and re-iterated that the Applicant's Plan A would be to approach the connection on a slightly more western alignment; however, depending variously on the Viking Link cable crossing feasibility and the specific location of the bay extension within the substation (the exact detail of which is still to be confirmed from NGET), he explained that it's possible the Applicant may need to approach on a slightly more easterly alignment and/or continue around to the west of the site. He explained that such routeing has the potential to interface with:

- AGR's Vicarage Drove BESS site in the south east of the site where the Proposed Development's order limits overlap slightly. That site is consented, but not yet under construction and he explained the parties are in discussions regarding this potential overlap/resolution. He noted AGR have not submitted a representation into the examination and we understand there to be no objections in principle pending resolution of appropriate interface/side agreement(s).
- To the western extent, there is VDEC's existing solar site (nearing construction completion).

***ExA clarified whether the technical constraints were the reason why when looking at the constraints masterplan the 30m working width overlaps with the VDEC boundary? Wants to understand the technical requirements of why there is an overlap with site 1852 and why cabling can't just be turned around within 1850.***

Mr Mack explained that similar to Fidra, and per Mr Ewings' earlier submissions, the Applicant has been asked by the VDEC developer to limit the potential overlap in that area to the eastern edge (RR-034) and whilst that would similarly be the Applicant's preference, and it has also carried out the GPR surveys in this area to seek to confirm the same – the Applicant cannot definitively commit to doing so because the bending radii of the cables is sufficiently large that an area of up to 30m would still be required to make the turn into the substation. This uncertainty means we cannot rule out routeing more towards the western edge of our limits in this area, which would have a more direct impact on VDEC's site and is informing commercial discussions between the parties.

Mr Mack clarified that there is residual uncertainty regarding where the infrastructure and bay extensions to facilitate the Proposed Development's connection into the Bicker Fen substation would be located, with such decision dependent on NGET, and which represents a further complicating factor for confirming the potential overlap with VDEC's site in this area. Mr Mack noted the key

	<p>from the Applicant's perspective is to not constrain the flexibility of the Proposed Development in a manner which impacts upon its overall deliverability and viability.</p> <p><b><i>ExA asked what conversation have been had with stakeholders in order to resolve these matters and whether connection could be done in a slightly different site so it doesn't conflict with VDEC interests?</i></b></p> <p>The Applicant noted it has been in continuous discussions with NGET (which indeed has partially informed the change notification which is subject to a later agenda item), and most recently with VDEC to ascertain potential interface/commercial resolution; however, noted that decisions around the infrastructure development and their locations at the substation were at the discretion of NGET only and so it is out of the Applicant's control.</p> <p><b><i>ExA asked what measures can be taken if a resolution with VDEC cannot be achieved?</i></b></p> <p>The Applicant clarified that because the westerly approach cannot be ruled out at this stage, the only resolution would be a commercial agreement. The Applicant clarified that the requested level of design certainty is unlikely to be reach with NGET before the end of examination. The Applicant noted it would continue discussions with VDEC to seek resolution in parallel to seeking design update/certainty around the cable corridor in this area.</p> <p><b>Action Point 7: Consider whether any update is required to the Book of Reference and Detailed Land and Rights Negotiations Tracker to reflect Vicarage Drove Energy Centre Limited's comments on the nature of their interest in Plot 18-6.</b></p>
<b>6: Site specific issues from statutory undertakers</b>	<p><b>The ExA asked statutory undertakers to briefly set out any outstanding concerns in relation to CA and/or TP for the land which they own and/or occupy that have not been addressed by the applicant.</b></p> <p><b>The ExA asked the Applicant for a brief update on progress of discussions with statutory undertakers and particularly any where agreement is not anticipated.</b></p> <p>The Applicant explained that in the normal manner, the Applicant has included a series of protective provisions for the benefit of statutory undertakers in the <b>draft DCO (REP2-004)</b> at Schedule 11 (Parts 1 – 10). Where comments have been raised by statutory undertakers on the drafting of those provisions, the Applicant has engaged (and continues to do so) through its solicitors with that party, and the Applicant is confident that the form of drafting will be agreed in almost all cases by the end of the Examination. Mr Mack on behalf of the Applicant explained that the only exception to that is Network Rail Infrastructure Limited, for which the Applicant considers it has provided suitable protective provisions but on which it does not anticipate reaching agreement with</p>

	<p>Network Rail. The reasons for this are detailed at pages 77-78 of the Applicant's <b>Responses to Relevant Representations (REP1-029)</b>.</p> <p>The Applicant noted that the <b>Detailed Land and Rights Negotiations Tracker (REP2-011)</b> (page 20 onwards) records the status of negotiations with each statutory undertaker that has land/interests within the Order land.</p> <p><b>The ExA questioned the progress of discussions with Network Rail, noting that the Tracker identifies that agreement is not expected to be reached within the examination.</b></p> <p>Mr Mack on behalf of the applicant noted that as explained in the Applicant's <b>Responses to Relevant Representations (REP1-029)</b>, the effect of the protective provisions are sufficient to preserve Network Rail's undertaking. Network Rail would retain approval rights over 'specified works' in question, and would only grant that approval in circumstances where they were satisfied they wouldn't be an unacceptable impact. The Applicant considers that the issue at hand is purely a land interest point, removed from Network Rail's undertaking. Mr Mack clarified that the Applicant considers that it is a reasonably binary position, which is either their provisions, which include the protections on the CA powers, would be preferred, or the Applicant's would.</p> <p>The Applicant's <b>Responses to Relevant Representations (REP1-029)</b> noted that there is precedent for the Applicant's approach in a number of energy DCOs, including The National Grid (Yorkshire Green Energy Enablement Project) Development Consent Order 2024 and The National Grid (Bramford to Twinstead Reinforcement) Order 2024, where the Secretary of State agreed with the promoter of those DCOs that consent for the use of compulsory acquisition powers was not required in order to satisfy the test in section 127 of the Planning Act (2008). The equivalent issues relating to 'lift and shift' and 'termination' provisions were in dispute between the promoters of these precedent DCOs and Network Rail. In addition, the decision letter granting development consent for The Associated British Ports (Immingham Green Energy Terminal) Order 2025 specifically noted that: "it would not be suitable to relocate or move the pipeline once it has been installed and is operational", and so the Secretary of State in that case was "satisfied that with the protective provisions included in the [Immingham] Order", which included the same compulsory acquisition drafting as the Applicant proposes, would be acceptable.</p> <p><b>The ExA encouraged the Applicant to continue to try to reach agreement with Network Rail.</b></p> <p>Mr Mack confirmed that the Applicant will continue to be open to reaching agreement.</p> <p><b>The ExA requested an update on the Applicant's progress with UK Transitions Power Holdings Limited.</b></p> <p>Mr Mack on behalf of the Applicant clarified that he will refer to Fidra Energy, as the principal developer for this project. Mr Mack talked the ExA through their site shown in the Constraints Masterplan for Bicker Fen Substation (AS-032)</p>
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	<p>The discussions that had been held initially in response to Fidra's Relevant Representation (<b>RR-020</b>) focused on whether the Applicant could commit to the Western corridor in order to allow for their scheme to continue and accommodate the buffer requested by the IDB.</p> <p>As a point of clarification, the Proposed Development is different in terms of its status and context to the VDEC scheme, insofar as this scheme is still pending planning permission and is therefore at an earlier stage. The application was also submitted after the application for the Proposed Development, and therefore there is no built infrastructure. That will have informed Fidra requesting the Applicant to commit to the west of the site such that they can design around it.</p> <p>The effect of the GPR surveys carried out didn't provide sufficient certainty and comfort to allow the Applicant to confidently commit to that Western corridor, principally because of the uncertainty around the Viking Link cable depth at that point in time. The Applicant has made inquiries to Viking Link regarding the cable depth however consider it would be unrealistic that they would come back with categoric reliance on particular depth that wouldn't otherwise be qualified by the Applicant relying on its own investigations. The Applicant's concern is that if it committed to a Western corridor, and the outcomes of these investigations were of such a magnitude that it significantly constrained or otherwise precluded delivery, it could, impact upon the viability of the scheme.</p> <p>As such, the Applicant informed Fidra that it has a need to retain the flexibility to route the maximum 30 m corridor within a potentially alternative area of that overlap site. Discussions with Fidra are ongoing to determine if there is an option, be it interface or commercial, that could be reached. The Applicant considers that there is a potential interface agreement that could be reached due to the lack of physical infrastructure. As such, both parties may have the ability to allow for a degree of design configuration.</p> <p>The Applicant had hoped to have the result GPR surveys at an early stage, however it took longer for those results to come through, and for those to be interpolated. Clarity was reached only in the last few weeks and discussions were able to progress with VDEC and Fidra. Those discussions are progressing, and the Applicant hope these will come forward at a degree of pace.</p> <p><b>The ExA requested an update on Bicker Fen Windfarm Limited, noting that the last update in the tracker was in early September.</b></p> <p>Mr Mack on behalf of the Applicant clarified that this party has been included in Part 9 of Schedule 11 to the draft DCO bespoke protective provisions, which the Applicant considers provides adequate protection for that party. This was shared with that entity and no submission to the contrary, has been, has been made.</p>
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	<p><b>Action Point 8: Applicant to continue seeking to reach agreement with Vicarage Drove Energy Centre Limited, Fidra Energy Limited, Network Rail Infrastructure Limited and Bicker Fen Windfarm Limited and update the ExA accordingly at Deadline 5.</b></p> <p><b>Action Point 9: Applicant to reach out to National Grid Electricity Transmission Ltd regarding timing for certainty on the design of extension works to the Bicker Fen Substation and update the ExA accordingly at Deadline 5.</b></p>
<b>7: Review of the issues and actions arising.</b>	Actions will be submitted to the ExA following the hearing and made available on the ExA's website.
<b>8: Any Other Business</b>	<p>The ExA requested the Applicant to confirm what has recently been submitted into the examination in relation to the change request.</p> <p>Mr Mack for the Applicant outlined that on 5 November 2025 the Applicant submitted a change request notification into the examination. In that notification, the scope of the Proposed Development includes works to extend the Bicker Fen Substation to the southwest of the existing substation. The <b>Draft DCO (REP2-004)</b> grants both the Applicant and National Grid Electricity Transmission PLC (NGET) the power to carry out those works (Work No. 5). It is assumed that NGET will be the entity that carries out those works, given it's the national transmission entity responsible for such works in England and Wales. The extent of those works as submitted in the Application was set out in more detail in the <b>Electricity Grid Connection Statement (APP-285)</b>, particularly section 5.2.</p> <p>Since submitting the DCO application in April, the Applicant and NGET have continued to liaise regarding the scope of those extension works. The proposed change reflects an updated design provided by NGET for the proposed extension following that continued engagement between the parties. The changes are reflective of NGET's continued progression through its design phase, as is typical for works of that nature. It would not have been possible for the Applicant to account for those changes at the time of the original DCO application, which is why the proposals as part of the change request weren't captured as part of the DCO at that stage.</p> <p>The notification itself sets out the nature of the works proposed and the changes anticipated, as well as the impact upon the DCO drafting and the consultation process that is already underway and is due to conclude at the start of next month. Following the conclusion of that consultation, and having regard to the feedback received, the Applicant intends to make the formal change request before Deadline 5 on 23 December 2025.</p>

The Applicant has set out within the notification that the change application will contain more detail on the environmental effects that might result from the proposed change, although it is noted that the preliminary work indicates that there is unlikely to be any new or materially different environmental effects to the Proposed Development.

Insofar as this is specific to the CA hearing, it is noted the proposed change doesn't necessitate or include a request for additional powers of compulsory acquisition within the DCO application. As such, the Applicant does not consider that the Infrastructure Planning (Compulsory Acquisition) Regulations 2010 are engaged. The Applicant and NGET are confident that the proposed change can be accommodated within the existing Order land and existing powers.

**The ExA requested confirmation on the timeframe for the change request and what advice is anticipated from the ExA. The ExA noted that the Applicant suggested a deadline for the ExA's decision on whether to accept the proposed change of 6 January 2026.**

Mr Mack for the Applicant stated that such advice may include whether the ExA had any views on the approach to the consultation that was proposed, and whether in particular, the ExA considers that there is any alternative party that should be consulted. While the Applicant has already commenced consultation, it considered that it was preferable to start the consultation the eventual application being made into the examination was not delayed. To the extent that the ExA had any advice or any gaps ascertained in the consultation approach, the Applicant considers that these could be accommodated within the existing consultation period before it closed, and or any extension to the consultation period as necessary.

**The ExA noted that it is not believed that the proposed change would trigger Infrastructure Planning (Compulsory Acquisition) Regulations 2010 and therefore statutory consultation is not required (subject to the ExA's discretion). The ExA noted that the Applicant is undertaking a 28 day consultation period in line with statutory requirements.**

The Applicant noted it appreciated the ExA's advice would follow the launch of the consultation and for which a 28 day period has already been confirmed (in line with the relevant PINS advice note on such matters), but felt it preferable to not delay consultation such that the subsequent change application could potentially be submitted as soon as possible into the examination.

**The ExA noted that he is no longer in a position to advise that non statutory consultation might be more proportionate, because the Applicant has gone out for consultation for 28 days.**

Mr Mack on behalf of the Applicant clarified that it was expected to be advised to shorten the consultation. The Applicant considered it to be sensible to still allow 28 days for completeness.

**The ExA noted that there is quite a distance of time between the Applicant proposing the change application to be submitted on 23 December, and the Applicant expecting a decision on whether to accept proposed change, and sought further information as to whether there is a specific reason for that.**

The Applicant noted it would welcome any comments the ExA did have on the consultation approach/list, but was in any case content that the approach it had adopted was proportionate to the nature and scale of the change proposed.

The Applicant noted the ExA's concerns regarding the potential impact on the examination timetable; however, confirmed that the preliminary work indicates there will be no new or different significant environmental effects as a result of the proposed change and such change does not include a request for additional powers of compulsory acquisition within the DCO Application. As such, the requirements of the Infrastructure Planning (Compulsory Acquisition) Regulations 2010 (the CA Regulations) do not apply to this change request. In that context, and considering the change has been agreed with NGET, the Applicant does not consider the change to be of such a nature that should impact upon the examination timetable; however, appreciates this will be a matter for the ExA to consider and determine upon receipt of the formal application.

# Responses to action points

Table 3.1 below sets out the written summary of the Applicant's Responses to Action Points raised during the Compulsory Acquisition Hearing 1 and the further responses provided by the Applicant post-hearing.

## Action Points arising during CAH1 – Table 3.1

#	ACTION POINT	APPLICANT RESPONSE
1	Applicant to confirm why it requires a 12m permanent easement for the Cable Route.	<p>The Proposed Development requires an easement in respect of the Cable Route to ensure the connection between the Solar Array Area and the Bicker Fen Substation is secure. There are two aspects: firstly, the property considerations. An easement is registered on the property title and thus remains in place in the event of a change of land ownership for the duration of the agreement. It can only be terminated in accordance with terms agreed between the parties to it – i.e. the developer and the landowner. An easement confers a property right with associated restrictions which therefore prevents any interference with the cable, such as building over it. This protects third parties and protects the cable against damage.</p> <p>The second aspect is the technical consideration. The Proposed Development requires the ability to maintain, replace and renew the cable for the lifetime of the Proposed Development. This covers any fault or damage of components. To ensure these activities can safely and effectively be undertaken, a 12m easement width is required to allow access, excavation, spoil placement and repair of the cable. The principal need for the easement being 12m wide is to ensure that in the event of a cable repair or replacement, access would be sufficient for the necessary machinery and materials to get to the required location and to carry out the work. Figure 1 below shows the typical activities above ground within the easement width in the event of cable repair or replacement (though please note that the haul road may be substituted for a temporary trackway).</p>

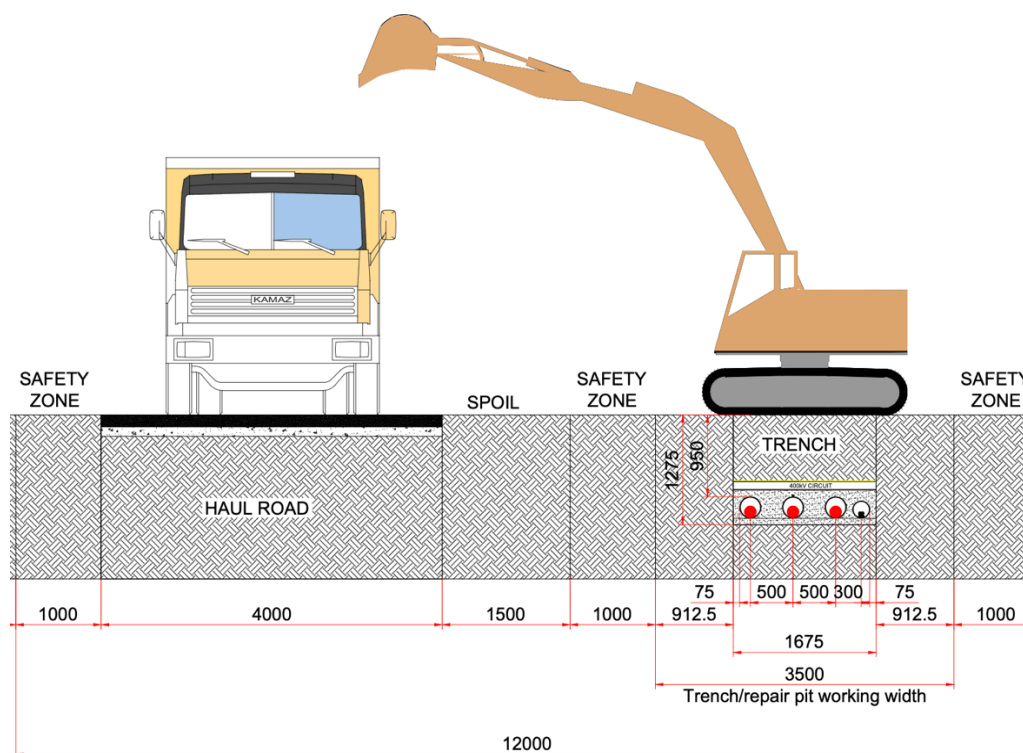


Figure 1: Equipment required to repair/replace a cable – the width of the trench is indicative

The easement width also builds in the necessary degree of safety and separation from activities that may be undertaken by third parties in close proximity to the cables. This ensures that excavation is not undertaken at an unsafe distance from live high voltage electrical cables without close coordination with the Applicant, as well as that additional cabling is not installed closely and in parallel to the Applicant's cables (resulting in potential overheating risks) without that same close coordination and oversight.

The easement does not prevent use of the easement corridor for normal agricultural purposes but does prevent permanent obstructions being erected on the route, as the latter would hinder the necessary access and works described above.



2	Review LCJ Mountain Farms Ltd's Deadline 3 and 4 submissions and confirm to the ExA what further comparative analysis can be undertaken between the Applicant's Cable Route Corridor and LCJ Mountain Farms Ltd's proposed alternative cable route.	A response to this action will be provided at Deadline 5.
3	Applicant to provide a detailed assessment, on a plot by plot basis, for why it requires the land that is subject to CA powers.	A response to this action will be provided at Deadline 5.
4	Applicant to provide further explanation on how Category 3 persons and potential impacts on them from the Proposed Development have been identified, including human rights implications.	<p><b><u>Identification of Category 3 Parties</u></b></p> <p>Part 2 of the <b>Book of Reference (REP2-008)</b> details the names and addresses for service of each person within Category 3 that the Applicant considers would or might be able to make a relevant claim as defined by Section 57 of the 2008 Act. A relevant claim could be made pursuant to Section 10 of the Compulsory Purchase Act 1965, Part 1 of the Land Compensation Act 1973 or Section 152(3) of the Planning Act 2008. Part 2 lists those persons with an interest in the Order Land that the Applicant considers would or might be able to make a relevant claim (as their interests may be interfered with), and also lists those persons with an interest outside of the Order Land who may be able to make a claim as a Category 3 party.</p> <p><b>Section 10 of the Compulsory Purchase Act 1965 (Section 10)</b></p> <p>For those persons without a property interest that is being acquired, a Section 10 claim can only be brought if the construction of the works results in a reduction in the value of the claimant's land as a result of the physical interference with a legal right in connection with the claimant's property. The claim must meet the legal tests known as the <i>McCarthy Rules</i> and in summary a claim only arises if the claimant would have had a claim in nuisance but for the statutory authority of the undertaker to carry out the authorised development.</p> <p><b>Part 1 of the Land Compensation Act 1973</b></p> <p>Under Part 1, claims may only be made if there is a diminution in value of property as a result of <i>physical factors</i>, such as noise, vibration, smell, fumes, smoke and artificial lighting, once the authorised development is operational.</p>

		<p><b>Section 152(3) of the Planning Act 2008</b></p> <p>In order to make a claim pursuant to s152(3) of the Planning Act 2008, the same rules and principles that apply to a Section 10 or a Part 1 claim apply.</p> <p>As set out in the Applicant's <b>Consultation Report (APP-046)</b>, the Applicant's agents have considered relevant environmental information and applied professional judgement (including the consideration of relevant statute and case law) to identify those interests that could (potentially) make a claim, and as such should be included as Category 3 parties within the <b>Book of Reference (REP2-008)</b>. The Applicant notes that exclusion from Part 2 of the Book of Reference does not prevent a relevant claim being made by a person who considers that the construction or operation of the authorised development has resulted in a diminution of value of their property.</p> <p><b><u>Human Rights</u></b></p> <p>Paragraph 10 of the CA Guidance<sup>1</sup> sets out that: <i>'The Secretary of State must ultimately be persuaded that the purposes for which an order authorises the compulsory acquisition of land are legitimate and are sufficient to justify interfering with the human rights of those with an interest in the land affected. In particular, regard must be given to the provisions of Article 1 of the First Protocol to the European Convention on Human Rights and, in the case of acquisition of a dwelling, Article 8 of the Convention.'</i></p> <p>The Applicant has confirmed in the <b>Statement of Reasons (AS-013)</b> how interference with any human rights of Affected Persons (those with an interest in land within the Order Land) in the application for compulsory acquisition powers is appropriate, proportionate and lawful.</p> <p>It should be noted that the Guidance requires consideration of the implication on human rights on those interests that would be subject to compulsory acquisition powers. Those parties with an interest listed in Part 2 of the <b>Book of Reference (REP2-008)</b> outside of the Order Land (who may be able to make a claim for injurious affection) are not proposed to be subject to compulsory acquisition and as such there would not be any interference with their interest(s) or their human rights in respect of the compulsory acquisition powers sought in the <b>Draft DCO (REP2-004)</b>.</p>
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<sup>1</sup> [Planning Act 2008: Guidance related to procedures for the compulsory acquisition of land](#)

		<p>Although the Applicant is not required to consider the implication on human rights of Category 3 parties with an interest outside of the Order Land listed in Part 2 of the <b>Book of Reference (REP2-008)</b>, as their interests are not subject to the application of compulsory acquisition powers, the Applicant has taken a proactive approach to mitigating impacts of the Proposed Development on those interests, and other near neighbours. The measures set out in the <b>Embedded Mitigation document (APP-076)</b> demonstrate how the Applicant intends to ensure that the Proposed Development is constructed responsibly, and how operational impacts are to be minimised wherever possible, including the provision of buffers from within the Solar Array Area to nearby residential receptors.</p>
5	<p>In relation to the Applicant's response to submissions made by Philip V Humberstone (REP1-057); Natalie Holloway (REP2-057); and Toby Morrhall (REP2-064) the ExA highlight that, in the applicant's response, consideration should be given to the fact that the applicant may conclude that the significant public benefits of the proposal outweigh the effects on persons whose peaceful enjoyment of their property is proposed to be interfered with as a result of the proposed development, however, a detailed assessment of this on a case-by-case basis should always be carried out regardless.</p>	<p>The Applicant has responded to these submissions at Deadlines 2 and 3 as is set out below:</p> <ul style="list-style-type: none"> <li>• <b>Philip V Humberstone (REP1-057)</b>: Pages 164-170 of the Applicant's Comments on Written Representations (REP2-043). In particular, this response noted that the Applicant pro-actively engaged with the stakeholder throughout the preapplication consultation stage. A meeting was requested by the stakeholder and held in May 2023, during the early (non-statutory) engagement phase. A further meeting was held in February 2024 to discuss the preferred visual screening measures at the stakeholder's property in further detail which were accommodated where possible. Open communication with the stakeholder was maintained throughout pre-application consultation, and they were sent regular updates regarding the Proposed Development. Changes were subsequently made to the scheme layout and landscaping proposals. Landscaping and buffers are shown in Landscape Strategy Plan (Document Refs.6.4.42a – 6.4.42b).</li> <li>• <b>Natalie Holloway (REP2-057)</b>: Pages 3 and 4 of the Applicant's Responses to Other Parties' D2 Submissions (REP3-016).</li> <li>• <b>Toby Morrhall (REP2-064)</b>: Page 80 of the Applicant's Responses to Other Parties' D2 Submissions (REP3-016).</li> </ul> <p>The Applicant considers these responses address each of the submissions made by these parties.</p> <p>As noted above, in response to action point '4', the consideration of an Affected Person's human rights is in respect of the application of compulsory acquisition powers. The Applicant has confirmed in the <b>Statement of Reasons (AS-013)</b> how interference with any human rights of Affected Persons (those with an interest in land within the Order Land) in the application for compulsory acquisition powers is appropriate, proportionate and lawful.</p>

		<p>For Category 3 parties who have an interest outside of the Order Land, the Applicant does not consider that a case-by-case assessment of the interference with these parties' rights, or the peaceful enjoyment of their property, is required, (as per Article 1 of the First Protocol to the ECHR), as such interference is not required to be considered in context of the application for compulsory acquisition powers over such rights or interests in property. For those with an interest in the Order Land, their rights are protected as they have right to a fair trial (both during Examination and with the ability to make a reference to the Upper Tribunal (Lands Chamber)), and the right to compensation.</p> <p>Although consideration of Article 1 of the First Protocol is not required for Category 3 parties outside of Order Land as they will not be subject to compulsory acquisition powers, those parties may also be able to claim compensation, and separately, have the ability to make submissions to Examination to raise any concerns regarding the Proposed Development. Further, any disagreement regarding compensation can be subject to a reference to the Upper Tribunal (Lands Chamber).</p> <p>Irrespective of the consideration of the ECHR, the Applicant has set out in response to action point '4', that it has taken a proactive approach to mitigating impacts of the Proposed Development on Category 3 interests outside of the Order Land, and other near neighbours. The measures set out in the <b>Embedded Mitigation document (APP-076)</b> demonstrate how the Applicant intends to ensure that the Proposed Development is constructed responsibly, and how operational impacts are to be minimised wherever possible, including the provision of buffers from within the Solar Array Area to nearby residential receptors.</p> <p>The Applicant also notes that identification of a Category 3 party (outside of Order Land) does not confirm that a claim would be successful, or that omission from the <b>Book of Reference (REP2-008)</b> means a party would not be able to successfully bring a claim.</p> <p>It should also be noted that whilst there are a limited number of Category 3 parties with an interest in land outside of the Order Land, due the anticipated limited impact of physical factors on receptors from the Proposed development, other applications for Development Consent Orders, such as highways, rail and airport projects, have many hundreds, and in some cases, thousands, of Category 3 parties outside of the Order Land identified. Not only is a case-by-case assessment of those parties in respect of human rights not required, it is also not practicable.</p>
6	Applicant to clarify the status of negotiations for a voluntary land agreement in respect of the plot	<p>The Applicant has submitted an updated version of the <b>Detailed Land and Rights Negotiations Tracker (REP2-011)</b> at Deadline 4 to address this action point. Where there is no legal requirement for the Applicant to enter into a land agreement with an Affected Person (such as with Mandy Karen Goodhand), the</p>

	over which Mandy Karen Goodhand has rights/interests as there appears to be a contradiction between parties.	Applicant has removed the colour coding in Column Z ' <i>Likelihood of resolution during the Examination</i> ' and categorised as ' <i>Agreement not required</i> '. For completeness, the Applicant has retained all Category 1 interests in the Proposed Development (as defined under Section 57(1) of the Planning Act 2008) within the <b>Detailed Land and Rights Negotiations Tracker (REP2-011)</b> , regardless of whether a voluntary land agreement is required with the Affected Person.
7	Applicant to consider whether any update is required to the Book of Reference and Detailed Land and Rights Negotiations Tracker to reflect Vicarage Drove Energy Centre Limited's comments on the nature of their interest in Plot 18-6	Following confirmation that Vicarage Drove Energy Centre Limited do not have restrictions over Plot 18-6, the Applicant has submitted updated versions of the <b>Book of Reference (REP2-008)</b> and <b>Detailed Land and Rights Negotiations Tracker (REP2-011)</b> at Deadline 4. Vicarage Drove Energy Centre Limited are retained in these documents as holding a leasehold interest and associated restrictions over Plots 18-52 and 18-56.
8	Applicant to continue seeking to reach agreement with Vicarage Drove Energy Centre Limited, Fidra Energy Limited, Network Rail Infrastructure Limited and Bicker Fen Windfarm Limited and update the ExA accordingly at Deadline 5.	A response to this action will be provided at Deadline 5.
9	Applicant to reach out to National Grid Electricity Transmission Ltd regarding timing for certainty on the design of extension works to the Bicker Fen Substation and update the ExA accordingly at Deadline 5.	A response to this action will be provided at Deadline 5.