

**From:** [REDACTED]  
**Sent:** Thursday, July 16, 2026 11:48  
**To:** Beacon Fen  
**Cc:** [REDACTED]  
**Subject:** Fw: EN010151 - Beacon Fen Energy Park - response to Secretary of State's invitation dated 2 July 2026 - LCJ Mountain Farms Ltd

Dear Sir or Madam,

Please find attached a response to the Secretary of State's invitation dated 2 July 2026 concerning the Beacon Fen Energy Park Development Consent Order application. The deadline for comments is 23:59 on 16 July 2026.

The response is submitted on behalf of:

- L.C.J. Mountain Farms Ltd – Interested Party Reference [REDACTED] and
- Leslie Christopher John Mountain and Patricia Lynn Mountain – Interested Party Reference [REDACTED]

The submission confirms that no voluntary agreement has been completed with the Applicant and that the compulsory-rights, drainage, irrigation, reinstatement and future-infrastructure interface matters affecting the holding remain unresolved.

Please acknowledge safe receipt and confirm that the attached response will be placed before the Secretary of State and published on the project webpage as appropriate.

Kind regards,

Matthew Mountain

Matthew Mountain

Director

LCJ Mountain Farms Ltd |

Matt Mountain - Director mb

John Mountain - Director mb



Please consider the environment before printing this e-mail. Thank you.

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**Beacon Fen Energy Park – Development Consent Order**

**Application Reference: EN010151**

**Submitted by: L.C.J. Mountain Farms Ltd (“LCJMF”), Leslie Christopher John Mountain and Patricia Lynn Mountain**

**Interested Party References:** [REDACTED]

**Date: 15 July 2026**

Dear Sir or Madam,

**Planning Act 2008 – Beacon Fen Energy Park – EN010151**

**Response to the Secretary of State’s invitation dated 2 July 2026**

I write on behalf of L.C.J. Mountain Farms Ltd (“LCJMF”) and, if permitted, Leslie Christopher John Mountain and Patricia Lynn Mountain (together, “the Grantors”), all of whom are Interested Parties in the Beacon Fen Energy Park Examination. This response is submitted further to the Secretary of State’s letter dated 2 July 2026, inviting Interested Parties to comment on the responses submitted following the Secretary of State’s request for information dated 12 June 2026.

LCJMF and the Grantors recognise that neither they nor the rights sought over their land were expressly identified in the Secretary of State’s request dated 12 June 2026. That request was directed to the Applicant and a limited number of named bodies and affected persons in relation to specific biodiversity, Crown land, voluntary agreement and protective-provision matters. LCJMF and the Grantors were not among the affected persons in respect of whom the Applicant was requested to provide an update. The Applicant’s response dated 25 June 2026 was therefore not directed to, and does not purport to address, their outstanding route, compulsory-acquisition, drainage, irrigation and infrastructure-interface concerns. LCJMF and the Grantors do not criticise the Applicant for failing to respond to matters falling outside the express scope of the Secretary of State’s request dated 12 June 2026. However, the absence of reference to them in either the 12 June request or the resulting responses should not be understood as indicating that the matters affecting their land interests have been resolved.

They therefore respond to the Secretary of State’s invitation for the limited purposes of:

1. confirming that no voluntary agreement has been completed with LCJMF or the Grantors;
2. confirming that the rights package and farm-specific protections affecting their land interests remain unresolved;
3. identifying the relevant matters already contained in the Examination record; and
4. asking that the responses dated 25 June 2026 are not treated as establishing that all other land-rights and protective matters affecting the Proposed Development have been resolved.

LCJMF and the Grantors do not seek through this response to repeat their detailed Examination case, introduce a new route case, request a redesign of the Proposed Development or ask the Secretary of State to determine compensation. They refer to the matters below only to identify unresolved issues already contained in the Examination record and to explain their continuing relevance to the Secretary of State’s decision.

**1. The land-rights position remains unresolved**

No voluntary agreement has been completed between the Applicant and LCJMF or the Grantors. The Applicant continues to seek compulsory acquisition, temporary possession and permanent rights over land forming part of the operational farming holding. The proposed cable corridor passes through the farm for approximately 3.2 kilometres, broadly along the longest dimension of one coherent, broadly rectangular operational farming unit.

The practical and legal terms governing those rights remain unresolved, including:

- construction access and haul routes;
- working widths and temporary occupation;
- apparatus and joint-bay siting;
- drainage and irrigation protection;
- soil handling, reinstatement and aftercare;
- as-laid records;

- repair and maintenance access; and
- future agricultural and infrastructure crossings.

LCJMF and the Grantors respectfully submit that the responses dated 25 June 2026 should be understood as updates on the specific parties and matters identified in the Secretary of State's request dated 12 June 2026. They should not be treated as representing the complete land-rights or protective-provision position across the Proposed Development.

## **2. Matters already contained in the Examination record remain unresolved**

LCJMF and the Grantors rely in particular upon:

- their Deadline 1 Written Representation and supporting Exhibits;
- their submissions and oral representations in connection with Issue Specific Hearing 1;
- their Deadline 6 response to the Applicant's comparative analysis;
- their Deadline 7 response to the Examining Authority's Third Written Questions;
- their Deadline 8 Closing Summary Statement; and
- the supporting exhibits and documents referred to in those submissions.

These concerns are not new and were raised well before the Application was submitted. LCJMF, through Mishcon de Reya, raised questions concerning the east–west alignment, the Little Hale Drove alternative, cumulative infrastructure impact and conflicts with existing and proposed agricultural and energy infrastructure in correspondence dated 21 December 2023 and in its detailed response to the statutory consultation dated 12 March 2024.

LCJMF also explained before the Examination that its existing AGR3 arrangements contained express provisions intended to coordinate cable infrastructure, preserve capacity for additional infrastructure and provide a mechanism for future crossings. The Applicant was therefore aware not only of LCJMF's concerns, but also that practical contractual mechanisms for managing overlapping infrastructure had already been agreed in relation to adjoining development.

The Applicant was accordingly on notice of the substance of those concerns, and of the need for defined crossing and interface arrangements, before the Application was submitted and throughout the Examination.

Taken together, those written and oral submissions established, among other matters, that:

1. LCJMF's route and land-inclusion proposals were raised before the Examination and were acknowledged by the Applicant;
2. the Applicant's comparative route case relied substantially upon corridor-level metrics which did not transparently or consistently capture construction logistics, temporary occupation, haul routes, compounds, drainage, irrigation and services interfaces;
3. the underlying receptor schedules, watercourse and drainage schedules, GIS inputs, measurement settings and decision rules necessary to test important route-comparison conclusions were not disclosed in an independently auditable form;
4. LCJMF identified factual concerns regarding residential-receptor classification, water-crossing treatment and the characterisation of arable land as an existing track;
5. the proposed route would cross the holding broadly east–west, contrary to the farm's substantially north–south field, drainage, irrigation and operational pattern;
6. LCJMF's experience of Viking Link, supported by commissioned pre- and post-construction soil evidence, provided direct evidence that conventional soil stripping and reinstatement may leave lasting adverse effects on soil structure, together with associated risks to crop vigour and drainage following major linear infrastructure works;
7. LCJMF does not contend that its agricultural business would become economically unviable as a whole, but does contend that the proposed alignment and rights package would cause material unit-level economic and operational harm extending beyond the permanent easement strip;
8. the Examination record includes contemporaneous evidence of credible third-party infrastructure interest in the landholding, including the IB Vogt solar and battery energy storage proposition; and

9. a voluntary agreement route remained available, subject to agreed commercial terms and enforceable corridor controls; and
10. LCJMF had identified an existing contractual precedent in the AGR3 arrangements for corridor coordination, infrastructure safeguarding and future cable crossings, demonstrating that such protections are practical, foreseeable and capable of being secured by agreement.

The Examination record also contains material demonstrating that the Applicant itself has recognised fragmentation and cumulative infrastructure impact as relevant to renewable-project delivery and land strategy. LCJMF referred during the Examination to the Applicant's acknowledgment that fragmentation may compromise renewable-project delivery. That acknowledgment is directly relevant to the concern that a broad and insufficiently controlled rights corridor extending approximately 3.2 kilometres through the longest dimension of a coherent operational holding may prejudice the efficient layout and deliverability of future agricultural, energy and associated infrastructure.

The practical effect may therefore extend materially beyond the nominal width of the permanent easement. LCJMF also relied upon the Applicant's contemporaneous correspondence dated 27 November 2021, in which the Applicant referred to the acreage available, the proximity of other solar schemes and resulting "project risk through cumulative impact" when declining to progress an opportunity involving LCJMF's land.

LCJMF and the Grantors do not contend that cumulative impact was necessarily determinative. Nor do they ask the Secretary of State now to select an alternative generating site or reopen the route-selection exercise. The narrower point is that cumulative impact and fragmentation were treated as material considerations when the Applicant assessed LCJMF's land, but the Applicant has not transparently reconciled how that reasoning was applied when progressing the Proposed Development elsewhere within the same broad Bicker Fen infrastructure and point-of-connection context, while maintaining a lengthy compulsory corridor through the holding.

That apparent inconsistency remains relevant to:

- the weight to be placed upon the Applicant's alternatives and comparative route case;
- the necessity and proportionality of the compulsory rights sought;
- the extent to which the Applicant has adequately assessed effects beyond the nominal permanent corridor; and
- the need for the rights sought to be tightly defined and controlled.

The contemporaneous IB Vogt solar and battery energy storage material is relied upon in this context not as proof of any particular valuation, guaranteed development or alternative project which the Secretary of State should now assess. It is relied upon as contemporaneous evidence that future energy and infrastructure layout optionality affecting the landholding was real and reasonably foreseeable. Those matters were not within the express scope of the Secretary of State's request dated 12 June 2026 and were therefore not addressed in the responses dated 25 June 2026.

They nevertheless remain relevant to:

- the weight to be placed on the Applicant's alternatives and comparative route case;
- the necessity and proportionality of compulsory acquisition, temporary possession and permanent rights;
- the definition and limitation of the rights sought; and
- the protections required if development consent is granted.

### **3. Irrigation and future infrastructure interfaces**

LCJMF operates an irrigated fenland farming business supported by a substantial reservoir and underground irrigation network. Irrigation is central to its potato-growing operation, storage arrangements and long-term rotation planning. The Examination submissions raised drainage, irrigation, services and future-crossing concerns.

Since the close of the Examination, LCJMF's previously identified requirement to extend irrigation infrastructure north of the Grantham–Skegness railway has progressed into a defined agricultural project involving an underground irrigation main beneath the railway.

LCJMF and the Grantors rely upon that subsequent progress only as confirmation of the practical importance of the irrigation and future-interface concerns already raised during the Examination. It is not advanced as a new ground of objection or as a request to reopen route selection. No development consent should prevent or unnecessarily prejudice existing or reasonably foreseeable irrigation infrastructure serving the holding.

Any rights granted should therefore secure appropriate provisions concerning:

- apparatus depth and location;
- vertical and horizontal separation;
- crossing methodology;
- maintenance and repair access;
- protection and replacement works; and
- accurate as-laid records.

The need for those protections is not theoretical. The proposed Beacon Fen corridor and LCJMF's irrigation extension occupy the same wider infrastructure environment and may require coordinated design, separation and crossing arrangements. If those interfaces are not properly defined at the outset, LCJMF and the Grantors risk incurring avoidable design constraints, delay, additional costs or operational restrictions in relation to infrastructure required for the continuing agricultural use of the holding.

The need for such provisions is also consistent with the Applicant's own stated intention, recorded in its cable-route appraisal, to incorporate flexibility to accommodate interactions with other proposed and existing developments. The concern is that, without a defined and enforceable interface mechanism, that stated flexibility may not be delivered in practice in relation to existing or reasonably foreseeable infrastructure on the holding.

#### **4. Voluntary agreement and the rights package remain unresolved**

LCJMF and the Grantors have not refused engagement. A voluntary settlement structure was proposed which was intended to provide the Applicant with programme and delivery certainty while recognising the unusual burden of a corridor extending approximately 3.2 kilometres through one operational holding. That proposal was not advanced simply as a statutory compensation claim or agricultural strip valuation. It concerned commercial consideration for a defined voluntary rights package.

The practical burden imposed by that package depends upon:

- the width and location of permanent rights;
- construction access and haul routes;
- apparatus and joint-bay siting;
- drainage and irrigation protections;
- reinstatement and aftercare;
- future crossing arrangements; and
- as-laid records.

The concern with a broad "sub-soil rights now, compensation later" approach is that an insufficiently controlled corridor may become a sterile strip in practice. The risk is particularly acute because the corridor extends broadly east-west through the longest dimension of a coherent operational holding. Its practical effects may constrain future agricultural, irrigation, energy and associated infrastructure layouts well beyond the nominal width of the permanent easement. Later compensation is not an adequate substitute for properly defining and controlling the rights package at the outset. The absence of an agreement should therefore not be treated as evidence of unreasonable conduct or an unwillingness to engage by LCJMF or the Grantors. It reflects an unresolved dispute about the scope, control and commercial terms of a significant rights package.

#### **5. Protections required if consent is granted**

If the Secretary of State is minded to grant development consent, LCJMF and the Grantors respectfully submit that the rights affecting their land should be confined to the minimum reasonably necessary and accompanied by enforceable protections.

So far as capable of being secured through the Order, its requirements, protective provisions or certified documents, those protections should include:

1. identification and protection of existing underground irrigation mains;
2. accommodation of reasonably foreseeable irrigation extensions and crossings;
3. pre-construction drainage and soil surveys, together with appropriate condition records;
4. drainage design approval and post-construction monitoring;
5. soil handling, compaction control, reinstatement and aftercare;
6. mapped haul routes, access routes and construction compounds;
7. controls over joint bays, link boxes, marker posts and other apparatus;
8. limits on corridor creep and unnecessary longitudinal occupation;
9. accurate as-laid records for all apparatus and affected drainage or irrigation infrastructure;
10. future crossing and interface mechanisms;
11. repair, replacement and access protocols;
12. appropriate vertical and horizontal separation between the Applicant's apparatus and existing or future infrastructure serving the holding;
13. a clear procedure for approving future agricultural and infrastructure crossings without unreasonable delay or expense; and
14. preservation of LCJMF's and the Grantors' statutory compensation and private-law rights.

Matters concerning commercial consideration and compensation may remain for private agreement or the statutory compensation code. However, later compensation is not a substitute for properly defining and controlling the rights package at the outset.

## **6. Conclusion**

LCJMF and the Grantors recognise that the Secretary of State's request dated 12 June 2026 did not ask the Applicant to provide an update concerning their land interests. The Applicant's silence regarding them in its response dated 25 June 2026 should therefore not be criticised as a failure to answer that request.

Equally, that silence should not be treated as evidence that their position has been resolved. No voluntary agreement has been completed with LCJMF or the Grantors, and the compulsory-rights, drainage, irrigation, reinstatement and future-interface matters affecting the holding remain unresolved.

The Examination record also contains relevant evidence concerning:

- the Applicant's recognition of fragmentation as a risk to renewable-project delivery;
- its previous reliance upon cumulative infrastructure impact when considering LCJMF's land;
- the absence of a transparent reconciliation of that reasoning with the corridor now proposed through the holding;
- the practical effects of a corridor extending through the longest dimension of a coherent farming unit; and
- contemporaneous third-party evidence that future energy and infrastructure layout optionality on the landholding was real and reasonably foreseeable.

Those matters are already evidenced in the Examination record and remain relevant to the Secretary of State's decision.

LCJMF and the Grantors therefore respectfully invite the Secretary of State to:

1. recognise that the responses dated 25 June 2026 were confined to the particular matters identified in the Secretary of State's request dated 12 June 2026 and should not be understood as establishing that all other land-rights and protective matters affecting the Proposed Development have been resolved;
2. note that no voluntary agreement has been completed with LCJMF or the Grantors;
3. give limited weight to route-comparison conclusions which remain insufficiently transparent or independently auditable;
4. take account of the Applicant's own recognition that fragmentation and cumulative infrastructure impact are relevant to renewable-project delivery and land strategy;

5. apply careful scrutiny to the necessity and proportionality of compulsory acquisition, temporary possession and permanent rights affecting LCJMF and the Grantors;
6. ensure that any rights granted over their land are confined to the minimum reasonably necessary; and
7. secure, so far as legally and procedurally available, enforceable farm-specific protections for drainage, soils, irrigation, future crossings, reinstatement, aftercare, infrastructure interfaces and as-laid records.

LCJMF and the Grantors reserve their position in full.

Yours faithfully,

Matthew Mountain

**Director**

**For and on behalf of L.C.J. Mountain Farms Ltd**

**Leslie Christopher John Mountain Interested Party and affected landowner**

**Patricia Lynn Mountain Interested Party and affected landowner**