



Fosse Green Energy

EN010154

9.2 Written Summaries of Oral Submissions

Compulsory Acquisition Hearing 1

Planning Act 2008 (as amended)

Regulation Rule 8(1)(k)

The Infrastructure Planning (Examination
Procedure) Rules 2010

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The Infrastructure Planning (Examination Procedure)

Rule 2010

Fosse Green Energy

Development Consent Order 202[]

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Compulsory Acquisition Hearing 1

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1. About this document

1.1 Introduction

- 1.1.1 This document summarises the case put by the Applicant, Fosse Green Energy Limited (FGEL), at Compulsory Acquisition Hearing 1 (CAH1) on Thursday 8 January 2026 for the Fosse Green Energy project (the Proposed Development).
- 1.1.2 The hearing opened at 10am on 8 January 2026 and took place as a blended event, at County Assembly Rooms, 76 Bailgate, Lincoln LN1 3AR and by virtual means using Microsoft Teams. CAH1 closed at 12:55 on Thursday 8 January 2026. The agenda for the hearing [EV3-001] was published on the Planning Inspectorate's website on 19 December 2025 (the Agenda).
- 1.1.3 This note does not purport to summarise the oral submissions of other Interested Parties (IPs), and summaries of submissions made by other IPs are only included where necessary to give context to the Applicant's submissions.
- 1.1.4 The Applicant's substantive oral submissions commenced at Item 3 of the Agenda. Therefore, this document does not address Items 1 and 2 of the Agenda, as these were procedural and administrative in nature.

1.2 Attendees on behalf of the Applicant

- 1.2.1 [REDACTED] instructed by Womble Bond Dickinson (UK) LLP appeared on behalf of Fosse Green Energy Limited, the Applicant.
- 1.2.2 The following individuals also made submissions throughout the hearing on behalf of the Applicant:
- [REDACTED] Womble Bond Dickinson (UK) LLP (Legal); and
 - [REDACTED] AECOM (Design / Battery Safety).
- 1.2.3 The following members of the Applicant's team were also present:
- Lloyd Sandles, Fosse Green Energy Limited;
 - Mark Sandles, Fosse Green Energy Limited;
 - Helen Heward, Fosse Green Energy Limited;
 - Keith McKinney, Fosse Green Energy Limited; and
 - [REDACTED], Womble Bond Dickinson (UK) LLP.

2. The Applicant's Summary of Case on Agenda Item 3

2.1 The Applicant's Summary of Case on Agenda Item 3.1

Issue Discussed

Summary of Applicant's Oral Case

ExA: The Applicant was asked to summarise its case with respect to Agenda Item 3.1, being:

- The extent to which the Compulsory Acquisition (CA) powers sought in relation to the proposed development accord with:

→ the conditions stated in section 122(2) of the Planning Act 2008 (PA2008); and

→ the PA2008 Guidance related to procedures for the compulsory acquisition of land (Department for Communities and Local Government, September 2013)

██████████ on behalf of the Applicant

On behalf of the Applicant, ██████████ noted that the matter the ExA wished to be addressed on related to the extent to which the compulsory acquisition powers sought in relation to the Proposed Development accord with the conditions in s122(2) of the Planning Act 2008 (PA 2008) and the Government guidance related to the procedures for the compulsory acquisition of land.

He explained that, under s122 of the PA 2008, compulsory acquisition powers may only be granted if the Secretary of State is satisfied that the land is required for the Proposed Development, or is required to facilitate that development, or is incidental to that development, and if there is a compelling case in the public interest for inclusion of the powers. The Proposed Development meets this test in s122(2) of the PA 2008 on the basis that the land is required for the Proposed Development or matters to facilitate it or incidental to it.

Referring to the Schedule of Negotiations and Powers Sought (Annex A to the Statement of Reasons) [APP-020] and Schedule 9 of the draft DCO [APP-016], ██████████ explained that these summarise the purposes for which land and rights in the Order land are sought. The proposed interference with the rights of those with an interest in the land is for a legitimate purpose because the Applicant requires the land for the Proposed Development in satisfaction of the conditions set out in s122(2) of the PA 2008.

The Planning Act 2008 Guidance related to procedures for the compulsory acquisition of land (Compulsory Acquisition Guidance), sets out advice for Applicants regarding compulsory acquisition.

With regard to the Proposed Development, whilst seeking compulsory acquisition powers, the Applicant is continuing to seek to acquire the land, the rights and other interests in, on and over the land, the temporary use of land, as well as secure the removal of rights and interests affecting the Order land that may impede the Proposed Development, wherever possible.

██████████ on behalf of the Applicant, noted that this approach of seeking powers of compulsory acquisition in the Application for the DCO and, in parallel, conducting negotiations to acquire land and other interests by agreement, accords with paragraph 26 of the Compulsory Acquisition Guidance.

In terms of compliance with the tests, he explained that the Applicant has sought to achieve a balance between minimising land-take and securing sufficient land to deliver the Proposed Development, noting that the detailed design of the Proposed Development is yet to be developed.

In that context, ██████████ confirmed that the limits of the land have been drawn as tightly as possible so as to avoid unnecessary land take, whilst maintaining a degree of flexibility to accommodate the Proposed Development as the design is finalised. In the event that less land proves to be required in a particular area at a later stage, the Applicant would only seek to acquire that part of the land that is required and in all events will seek to minimise effects on landowners.

██████████ noted that this can be seen, for example, in relation to the Cable Corridor, the extent of which will be minimised once the final route for the Cable Corridor is designed. In addition, the Applicant is seeking only rights to install, operate and maintain, together with a restrictive

covenant to protect the apparatus in the Cable Corridor over the plots affected, and is not seeking compulsory acquisition of the freehold land in this area.

██████████ noted that this approach also demonstrates the Applicant's compliance with paragraph 11 of the Compulsory Acquisition Guidance which states that there must be no doubt in the decision maker's mind as to the purposes to which the land to be acquired is to be put. The Applicant must demonstrate that the land is needed for the Proposed Development and it is no more than is reasonably required for the Proposed Development.

On behalf of the Applicant, ██████████ confirmed that the scope of the powers of compulsory acquisition proposed goes no further than necessary with all land included within the Order Land required to achieve the identified purpose of delivering the Proposed Development. Minimum land and rights required as necessary are sought to construct, operate, maintain and mitigate the Proposed Development and is therefore proportionate to the objectives of the Proposed Development. Steps have been taken to ensure that the interference with the rights of those with an interest in the affected land is no more than is necessary to deliver the Proposed Development and associated benefits.

He noted that the need for the Proposed Development is well established and in order to ensure the Proposed Development is implemented effectively, compulsory acquisition powers are required. The demonstrated need for the Proposed Development is set out in the Statement of Need [APP-184].

Through the design process and in determining what land should be subject to compulsory acquisition, ██████████ explained that the Applicant has given consideration to alternatives, and modifications to the Proposed Development in order to minimise any potential landscape impacts. This can be seen in the Design Approach Document [APP-186] and the consideration of alternatives, as set out in the Environmental Statement (ES) Chapters 3 and 4 [APP-028] and [APP-029] respectively.

████████ confirmed that the Applicant acknowledges that the use of compulsory acquisition powers would result in a private loss by those persons whose land or interests in land are compulsorily acquired. In respect of this, compensation is payable for the compulsory acquisition of land or rights and for loss or damage caused by the exercise of any power of temporary use of the land, where voluntary agreements are not reached.

As demonstrated in the Schedule of Negotiations and Powers Sought (Annex A to the Statement of Reasons) [APP-020], █████████ explained that the Applicant has pro-actively sought to engage with affected persons both through formal consultation and informal engagement, in order to understand the direct and indirect impacts upon them. This has shaped the proposals and, where possible, enabled changes to be made to the design of the Proposed Development in order to minimise the private loss. In addition, he confirmed that the Applicant has sought to engage with those affected landowners to seek to acquire land or rights by agreement as far as possible, and currently, there are option agreements in place for 88% of the Principal Site and an agreed form of options for the remaining land in the Principal Site. The Applicant expects imminently to have secured option agreements over 100% of the Principal Site to enable the Proposed Development to proceed. Heads of Terms have been agreed for 75% of the landowners within the Cable Corridor.

████████ emphasised that the extent of the Order Limits is no more than is reasonably necessary for the construction, operation and maintenance of the Proposed Development and therefore any interference with private rights is both proportionate and necessary.

Additionally, he noted that the Applicant has provided a funding statement [APP-021] which confirms that it has the ability to procure the financial resources required for the Proposed Development, including the cost of acquiring any land and rights, and the payment of compensation as applicable

Lastly, █████████ explained that the Applicant is not aware of any interests within the Order Land in respect of which a person may be able to make a blight claim, but in the event this did occur, the Applicant has sufficient funds to cover any compensation due.

ExA: The ExA asked the Applicant to [REDACTED] on behalf of the Applicant

to confirm whether or not parties with landowning interests who have entered into option agreements or signed Heads of Terms, are still free to make representations in respect to the submitted application and or participate in the examination process.

[REDACTED], on behalf of the Applicant confirmed that he was instructed that they are.

ExA: The Land Plans, Book of Reference [REDACTED] on behalf of the Applicant

and the Statement of Reasons show / refer to the proposed permanent acquisition of land. However, at paragraph 3.4.2 of the BNG Report [APP-194] it states that the DCO allows for either grassland or arable land areas, and that the Applicant is currently in discussion with landowners as to whether they have a preference as to how this land will be managed. That appears to be inconsistent with what is described for the majority of land rights proposals in the Book of Reference, where generally freehold acquisition is referred to. Additionally, the Land Plans don't draw any distinction between freehold acquisition or lease acquisition. The Applicant was asked to clarify its intentions.

On behalf of the Applicant, [REDACTED] explained that the acquisition of the land via the powers that are sought is to enable freehold acquisition if necessary. That is because it may be necessary to acquire the freehold in order to:

- (a) cleanse the title or;
- (b) if at some later stage, the option agreements that are concluded are breached, compulsory acquisition at that point would then enable the Proposed Development to proceed without further delay; and
- (c) there may be unknown interests which could emerge, for example, an unknown agricultural lease, which could only be defeated through the acquisition of the freehold in order to enable the Proposed Development to proceed in a timely manner.

He confirmed that this is why powers to enable the compulsory acquisition of freehold rights are required.

ExA: The ExA asked if, in terms of the parties which have signed Heads of Terms or option agreements up to this point, they are predominantly doing that on the basis that the undertaker will be entering into long leases in effect for the duration of the Proposed Development.

██████████ on behalf of the Applicant

Yes, my instructions are that in relation to the Principal Site, the option agreements that have been entered into, and indeed are proposed for the last two remaining landowners, are options for long leases.

Post-Hearing Note: By way of clarification, the Applicant confirms that this is the case for one of the remaining landowners, however, the other proposed option agreement is for a cable easement.

ExA: The gross Order Limits are around 360 hectares and at the moment it is unclear as to how much of that land would actually be required to deliver a project with an export limit to the grid of 240MW. For example, if we look at Sheet 2 of the Works Plans, there is an area in the bottom left corner which is combination of Work No. 6 (interconnecting cables) and Work No. 9 (landscaping, biodiversity and ancillary works). It is a large plot of land, most of which would not be needed for cabling and presumably not all of it would be needed for Work No. 9. We see a maximum land take of 360 hectares, but potentially a lot less would be required to deliver the Proposed Development.

██████████ on behalf of the Applicant

██████████ explained that, to deliver the Proposed Development, the Applicant needs to take into account the potential constraints on the site, including the constraints presented by archaeology. As an example, he noted that there may be constraints as to where exactly the Applicant can place cables. He further explained that one of the reasons that the particular land parcel that the ExA had identified is annotated in the way it is, is because the precise routing of cables across that field is unknown and there is a need for flexibility to ensure that a route can be provided without giving rise to unacceptable impacts. It is necessary to remember the need to retain the flexibility required to ensure the delivery of the Proposed Development. On that basis, the minimum land area required is what the Applicant has already shown in the plans.

CAH1 Action Point 1 – the Applicant is to provide a note of the final land take required for the various Works as part of the authorised development once the Proposed Development is implemented and operational.

The Applicant has prepared the requested note, and this is provided at Appendix A to this Written Summary.

For each Work No., the ExA asked the Applicant to indicate what it believes would

be the minimum land take to actually deliver an export quantity of 240MW.

Note – the land parcel referred to was plot 2/4 in the Book of Reference.

ExA: Whilst there might be some buried archaeology, if this was found during post-consent surveys, it would be dealt with via micro siting. Presumably, the amount of land required within the field for the cable is only a 5m or 10m wide corridor and ultimately once the Proposed Development is operational, it would be acquisition either of the freehold or rights over the area where the cables have actually been laid. We are seeking to understand the flexibility.

██████████ on behalf of the Applicant

On behalf of the Applicant, ██████████ explained that it is important to understand that one needs to look at two scenarios at two different points in time. There is the final built Development which will be subject to leases, permanent wayleaves for cabling etc. that will be of a certain hectareage, and that will be once the cables have been located within the constraints identified by Mr Taylor, of which we have provided details previously. ██████████ can explain what those permanent Cable Corridor widths are.

She confirmed that the land that the Applicant will need to acquire, either by agreement or pursuant to the compulsory acquisition powers, at the point that the Proposed Development is constructed, will be smaller than what is currently shown on the Land Plans.

However, she explained that at the point that the DCO is made, and consent is granted including the compulsory acquisition powers, the land area is much larger. This is to enable the necessary flexibility and micro siting. The point of principle is that the Applicant will ultimately only take those areas of land that it requires to install the Proposed Development once those constraints are known, once detailed design has happened, and once micro siting has happened. Therefore, there is a difference between the amount of land that needs to be consented at the consent stage, prior to detailed design, and what will ultimately be the final land take. She noted that there are some areas, for example the one that the ExA highlighted on the Works Plans, where there is also environmental mitigation being delivered. Taking the parcel that the ExA had referred to as an example, which is plot 2/4 in the Book of Reference [AS-115], ██████████ explained that the whole area is to be acquired because whilst the cable installation will

be in a smaller area, that land after cable installation will then be used for the proposed environmental mitigation.

██████████ on behalf of the Applicant

██████████ added that the ExA was correct in its assertion of the cable widths, confirming that there would be a narrow corridor through that field, though it could be one or two corridors in that particular location, because it leads towards the crossing of the A46 and there are ongoing negotiations with National Highways regarding where exactly the Applicant crosses the A46.

ExA: Supplemental to CAH1 Action Point 1, the ExA asked the Applicant to include an indication of the quantity of the land within the Order Limits which is public highway.

██████████ on behalf of the Applicant

██████████ confirmed that this would be calculated from the land registry parcels so that anything registered as highway will be excluded.

Note – the ExA indicated that clarity on what it required to be quantified would be set out in its First Written Questions.

ExA: In terms of biodiversity net gain (BNG) the Applicant is proposing a minimum provision of 30% BNG for habitat units and 50% BNG for hedgerow units which exceeds the minimum 10% which will come into force under the relevant section of the Environment Act in due course.

██████████ on behalf of the Applicant

On behalf of the Applicant, ██████████ explained that he did not have the answer to hand and that the Applicant would confirm in writing. I haven't got the answer to hand, so will respond in writing on that point.

With respect to the BNG proposals, the ExA asked whether that is that solely going

Post-Hearing Note: The Applicant has committed to the delivery of a minimum of 30% BNG in habitat units, 50% BNG in hedgerow units and 10% BNG in watercourse units, as secured by Requirement 8 of Schedule 2 to the draft DCO [APP-016]. Therefore, the Applicant does not intend to seek the trading of any units which form part of the minimum BNG delivery committed

to be used for the Proposed Development, or whether any of it is to be traded with other projects that may need to deliver BNG, but are unable to accommodate it in their own sites.

to in the DCO. However, if the Applicant were to deliver BNG units over and above the amounts committed to in the DCO, it may seek to trade these. Given the commencement of the Proposed Development is some five years away, the Applicant has no way of knowing what projects may be in existence at that time which cannot deliver sufficient BNG and may require units traded from other projects such as the Proposed Development. The Applicant does therefore not consider it appropriate to place any form of restriction on the trading of BNG units as it is committed to the minimum delivery secured under Requirement 8 of Schedule 2 to the draft DCO [APP-016].

ExA: The ExA asked, in terms of the parts of the Order Limits which are within the Witham Valley Country Park, if the Applicant is entirely content that none of those parts are open space for the purposes of s131 and s132 of the PA 2008.

Note – the ExA, whilst content with the Applicant's submission, indicated the question would be put to the local authorities for completeness.

██████████ on behalf of the Applicant

██████████ on behalf of the Applicant, confirmed that yes, the Applicant is content.

Expanding on this, ██████████ stated that there is no Special Category Land within the Order Limits and noted that this was a factor that was considered in the design of the Proposed Development. He explained that the Applicant understands that the Witham Valley Country Park is not recognised as a land based designation in the Central Lincolnshire Local Plan, but is promoted by North Kesteven District Council (NKDC) as an area within which recreation is promoted.

Turning to the legislation, ██████████ explained that the definition of open space for the purposes of s131 and s132 of the PA 2008, which draws on s19(4) of the Acquisition of Land Act 1981, is any land laid out as a public garden or used for the purposes of public recreation, or land being a disused burial ground. The parts of the Witham Valley Country Park which lie within the Order Limits, do not fall within that definition. In particular, he noted that there are no parts of the Land within the Order Limits that are used for the purposes of public recreation.

██████████ added that, even if there were open space within the Order Limits, regard must be had to the provisions of s131(4B) and s132(4B) of the PA 2008 which disapply the protective provisions of s131 and s132 of the PA 2008 where the acquisition is for a temporary, although

possibly long term purpose. He emphasised that the Proposed Development is proposed for a temporary 60 year period – that is long term, but it is nonetheless temporary. Therefore, even if the land within the Witham Valley Country Park and within the Order Limits was considered to fall within the definition of open space, the provisions of s131(4B) and s132(4B) would disapply the protective provisions of s131 and s132.

████████ confirmed that, for those two reasons, the Applicant is content that the land in question is not subject to the protective provisions of s131 and s132 of the PA 2008.

ExA: The ExA asked whether ██████████ ██████████ on behalf of the British Pipelines Agency/Prax, had any submissions on behalf of her client.

The below is a brief summary of the submissions made on behalf of Prax to provide context for the Applicant's submissions in response. These submissions were made further to relevant representations RR-038 and RR-039 and supplemental to PDA-004.

Note – for ease, the entities are hereafter referred to jointly as 'Prax'.

The key points raised were:

- *The balance of public interest against private loss,*
- *Whether any potential risks or impediments to the implementation of the scheme have been properly managed,*
- *That the applicant has taken account of any other physical and legal matters pertaining to the application,*
- *That in accordance with sections 42 and 44 of the PA 2008, there has been adequate consultation of those interests in relevant land,*
- *That the applicants should seek to acquire land by negotiation wherever possible,*
- *And a separate issue in respect of section 127(5) of the PA 2008, (although it was noted that this applies to the acquisition of rights held by statutory undertakers, and is therefore not directly relevant to Prax as a private entity).*

Whilst Prax does not object in principle to the Proposed Development, it has concerns in relation to health and safety, which are not currently being addressed. Prax would like to see an

assessment of the potential risks to the pipeline, specifically in respect of Prax's continued ability to operate, assess, repair, maintain and replace the pipeline.

Prax needs certainty that all necessary mitigation measures and land rights required to protect the pipeline, and by extension the environment, over both the short and long term, can be delivered by the DCO within the Order Limits and requires suitable protective provisions, including indemnities and obligations to make good any damage caused.

It was noted that Prax is not a statutory undertaker and so does not benefit from any automatic land rights, but does have to comply with a raft of statutory and regulatory requirements which require 24/7 access to the pipeline.

With respect to s127(5) of the PA 2008, although Prax is not a statutory undertaker, it was stated that this subsection contains two useful tests in dealing with an asset such as Prax's. Those tests are that the rights can be obtained without serious detriment to the carrying on of the undertaking and that any consequential detriment to the carrying on of the undertaking can be made good by the undertaker by the use of other land.

Prax submitted that it has been asking for specific risk assessments of the proposed crossing works over their pipeline since April 2025 and the Applicant has said there have been no risk assessments to date and although one will be carried out, Prax is concerned that the results will not be available in sufficient time to allow a mitigation plan to be developed.

It was further submitted that there are significant risks to the pipeline for the public and the environment which are inherent when crossing metal fuel pipelines with high voltage cables, due to the potential for uncontrolled and accelerated corrosion of those pipelines due to what is known as AC interference. Those risks are set out in documents supplied as part of PDA-004 which are the UK Onshore Pipeline Operators Association Guidance. This guidance highlights the relationship between corrosion rates and AC interference, the impacts on pipeline integrity

and consequences for safety and illustrates the need for mitigation where the risk exists, as well as long term monitoring of AC interference risks.

Any damage to the pipeline would be an offence under Article 15 of the Pipeline Safety Regulations 1996.

In relation to this, Prax submitted that, at an all parties meeting in November 2025, the Applicant agreed to prioritise the necessary risk assessment, but has not yet provided the information. Prax's pipeline is mentioned at paragraph 14.7.10(g) of Environmental Statement (ES) Chapter 14 [APP-039] and at reference MADC1 of the Framework CEMP [APP-189] which states that a desk based study will be undertaken prior to construction so that appropriate mitigation, such as buffers, can be incorporated into the detailed design.

It was explained that Prax feels this demonstrates a misunderstanding of the seriousness of the issue of AC interference and that the Applicant cannot demonstrate that it has adequately assessed such risks or impediments, so the Order as drafted does not deliver the necessary powers to cross the pipeline without serious detriment, and nor does it provide for the acquisition of the necessary land to deliver any such mitigation as may become or be deemed to be necessary.

In terms of procedural errors in the pre-application requirements, Prax submitted that the information in the Statement of Reasons [APP-020] and Book of Reference [APP-022] omits several plots in which Prax have an interest, and this land is critical to maintain access to the pipeline for repair and maintenance. Prax noted that the Applicant intends to address this by Deadline 1, and would wait to see how this is addressed.

Prax submitted that, whilst the existence of its pipeline is acknowledged in the ES, it is not sufficiently addressed. They added that, if required mitigation falls outside the Order Limits, or cannot be delivered safely for whatever reason, there is the risk of material harm or damage which has not been assessed in the ES.

Furthermore, Prax submitted that, in terms of the obligation to consult and negotiate, and in reference to the NSIP advice on preparing applications which highlights that all parties ought to have made reasonable effort to engage and reach resolution and the issues should be widely understood by all at the earliest point to minimise risk during the examination, although due to one of the Prax entities being in liquidation, they came late to engagement with the Applicant, they have been trying to do so since October 2025. However, Prax are of the opinion that insufficient activity is taking place to try and resolve these issues and at least try and get some form of protective provisions in place.

Generic protective provisions were provided by the Applicant at the outset, but these related only to statutory undertakers, and therefore were not appropriate for a private entity such as Prax. It is crucial to safeguard this pipeline as nationally significant infrastructure given reasons of national energy security. Standard utility protective provisions do not address the operational and safety concerns of a private operator.

Prax requested that the necessary safeguards in terms of land rights are embedded within appropriate protective provisions. It was submitted that Prax's position is that the Applicant should not be seeking to compulsorily acquire rights in respect of the actual pipeline line unless it is necessary for the Proposed Development, and requested clarity in this regard.

ExA: The ExA asked if the Applicant would like to respond?

██████████ on behalf of the Applicant

On behalf of the Applicant, ██████████ submitted that a number of the points made by Prax needed to be corrected.

██████████ began by addressing the point about the engagement that has taken place between the Applicant and Prax. She explained that engagement has actually been undertaken as early as October 2023, when the Applicant team had a meeting with Prax to provide the background on the Proposed Development, and initiate engagement. More recently, a meeting

was held in April 2025, during which further details of the proposed Cable Corridor were shared, so that Prax could highlight any concerns they might have regarding interaction with the pipeline. This was then followed up in June 2025 when shapefiles were provided to Prax showing the locations and design of the Proposed Development, particularly in relation to the proposed crossing of the pipeline so that Prax could consider the potential interactions. That is the engagement which has taken place in relation to the design information.

Furthermore, [REDACTED] explained that, in relation to the protective provisions, contact was made with Prax's lawyers in June 2025 to launch discussions, as the Applicant was fully aware that the generic protective provisions would not be sufficient to cover their interests. She added that the Applicant has always stated to Prax that bespoke protective provisions would be provided, even though they are not a statutory undertaker and do not benefit from the protection afforded by s127 of the PA 2008.

It was explained that those negotiations in relation to protective provisions were not able to commence in June 2025 due to a lack of instruction of the part of Prax's solicitors. Negotiation on the protective provisions has stalled slightly, as it has been overtaken by the points made in relation to the potential risk to the pipeline.

As acknowledged by Prax, [REDACTED] confirmed that at a meeting in November 2025, the Applicant agreed to undertake the necessary risk assessments, and noted that these were ongoing. [REDACTED] added that the Applicant was hoping to have the results of these risk assessments to consider by the end of the following week, and that these would be released to Prax as soon as possible after the Applicant had reviewed them.

[REDACTED] submitted that, in the context of those risk assessments and what had been heard about the potential very serious consequences, it is important to note a number of matters.

As the Applicant understands it, [REDACTED] explained that the issue that Prax has is that they are not confident that sufficient land is included in the Order Limits that would allow

for the crossing of the cable as part of the Proposed Development to avoid the risk to the pipeline. The Applicant is very confident that it can go to a sufficient depth to cross the Prax pipeline, and that there will be absolutely no issue with the extent of the Order Limits that have been provided as part of the Application. She emphasised that, nonetheless, the Applicant has agreed to undertake the risk assessments that had been referred to, in order to demonstrate that this is the case. [REDACTED] reiterated the importance of remembering the context of the Proposed Development when considering what can be done to mitigate any risk to the pipeline.

[REDACTED] added that the other point to note is that all required mitigation and any response to damage that could be experienced will be addressed in the protective provisions that the Applicant is planning to include in the Order for the benefit of Prax. This will address the two points made in relation to s127(6) of the PA 2008, meaning that Prax's interests will be adequately protected under the two tests in s127 of the PA 2008, even though they do not apply to Prax in this instance.

In terms of the assessment of risk in the ES, [REDACTED] confirmed that the pipeline is referred to, but that the ES is only required to assess likely significant impacts. Therefore, for the reasons explained, she noted that the Applicant does not view the significant impacts that have been outlined as being likely, due to the ability to mitigate any potential impacts by the design of the Proposed Development at the detailed design stage, for example, by cabling underneath the pipeline at a sufficient depth so that those impacts can be avoided.

On behalf of the Applicant, [REDACTED] addressed the point in relation to the interests that Prax has within the Order Limits, reiterating that consultation with Prax in relation to their interests did commence back in October 2023, with shapefiles provided in June 2025 to ensure that those interests were adequately set out in the Application. [REDACTED] added that the Applicant has since received further details of land within the Order Limits where Prax believe they have an interest, which have not been referred to in the Book of Reference. She noted that this information was provided to the Applicant via email on 7 January 2026, and this

was being considered so that changes could be reflected in the Book of Reference at Deadline 1 to ensure that Prax's interests are adequately captured in the Book of Reference.

In summing up her response to Prax's submissions, [REDACTED] emphasised that the overarching point is that the Applicant is very confident that there is no impediment to the Proposed Development proceeding due to risks to Prax's pipeline for the reasons she had explained, in relation to the ability of the detailed design to adequately mitigate any risk which the Applicant hopes will be confirmed to Prax's satisfaction by the assessments that should be released later this month.

ExA: The ExA asked if Prax wished to respond.

The below is a brief summary of the submissions made on behalf of Prax to provide context for the Applicant's submissions in response.

It was submitted that the Applicant is correct regarding Prax's solicitors being instructed at a late stage, but what they have been chasing since April 2025 is specific locations and design details, which were eventually responded to in October 2025. Prax submitted that all that has been provided in the interim is a set of plans and specifications of what a generic crossing would look like.

Whilst hearing the confidence of the Applicant that these issues will go away and be satisfactorily addressed, Prax noted that it has not seen any of that information yet, and so does not have comfort on that front. Therefore, Prax submitted that they need to reserve their position until such information has been provided and appropriately considered and an agreement that construction will not take place until sufficient mitigation is in place and operational to keep the pipeline safe.

The point about the ES boils down to the specific design of the crossing and whether the Applicant is correct in its assertion that there will be minimal or no interference with the pipeline.

Prax submitted that, in terms of confirmation of plot interests, initial information was sent on 5 November 2025, with the email of 7 January 2026 providing additional information.

ExA: The ExA indicated that it was not going to ask the Applicant to respond but asked that the parties engage in active dialogue and seek to resolve these issues.

██████████ on behalf of the Applicant

██████████ explained that the Applicant is ready and willing to engage on the protective provisions and noted that the important point from the Applicant's perspective is that those protective provisions can set out all of the measures described in relation to agreeing construction methodology with Prax before those methods are implemented, providing Prax with information in relation to the detailed design so that they are satisfied that the appropriate mitigation has been provided for, and not energizing the cable until Prax is satisfied that those mitigation measures have in fact been implemented.

On behalf of the Applicant, ██████████ confirmed that the principle of all of those points can be agreed in the protective provisions now, subject to the risk assessment coming out at the end of this month and that the Applicant is very happy to start negotiations on the principle of those protections in the protective provisions now, with the detail in terms of the risk assessment following in the coming weeks.

ExA: The ExA asked for Prax to submit a plan that shows the pipeline routing through the Order Limits, along with some background information in writing about the significance of the pipeline, in terms of its function, and how it serves the country.

CAH1 Action Point 2 – Fieldfisher LLP on behalf of Prax is to resubmit the plan of their pipeline location.

CAH1 Action Point 3 – Fieldfisher LLP on behalf of Prax is to provide a note on the background to the pipeline and its significance.

2.2 The Applicant's Summary of Case on Agenda Item 3.2

Issue Discussed

ExA: The Applicant was asked to summarise its case with respect to Agenda Item 3.2, being whether full consideration has been given to all reasonable alternatives to compulsory acquisition and temporary possession.

ExA: A lot of this has been covered, so the Applicant's summary may be shorter than initially planned.

Summary of Applicant's Oral Case

██████████ on behalf of the Applicant

██████████ noted that, in relation to whether full consideration has been given to all reasonable alternatives to compulsory acquisition and temporary possession, it is inevitable that a Proposed Development of this size will need compulsory acquisition and temporary possession of land in some form.

However, he confirmed that the Applicant has given consideration to all reasonable alternatives to compulsory acquisition. In designing the Proposed Development and determining the Land subject to compulsory acquisition and temporary possession powers, the Applicant has considered alternatives and modifications to the Proposed Development to minimise disruption to the relevant landowners. ██████████ added that the Applicant has also negotiated agreements and modifications to the Proposed Development have been considered prior to making the Application, and noted that this has continued since the Application was submitted, giving the Change Request submitted in December as an example.

██████████ emphasised that the Applicant has successfully entered into voluntary option agreements with the freehold owners of the majority of the Principal Site already and expects to enter into two further agreements with the remaining freehold owners of the Principal Site, so that the entirety of the Principal Site will be under option. He confirmed that the Applicant is progressing well in relation to similar option agreements for the Cable Corridor.

He explained that the Applicant's use of compulsory acquisition powers is intended to be proportionate and where practicable, lesser powers of temporary possession will be used.

2.3 The Applicant's Summary of Case on Agenda Item 3.3

Issue Discussed

ExA: The Applicant was asked to summarise its case with respect to Agenda Item 3.3, whether for the purposes of section 122(3) of the PA 2008 there is a compelling case in the public interest for all of the land subject to the compulsory acquisition powers sought by the applicant to be acquired compulsorily.

Summary of Applicant's Oral Case

██████████ on behalf of the Applicant

On behalf of the Applicant, ██████████ explained that, in relation to Agenda Item 3.3, he could confirm that there is no land subject to compulsory acquisition which is being acquired only for biodiversity net gain (BNG) purposes. Where compulsory acquisition of land is sought for the provision of BNG, this land is also required for other purposes.

He noted that this can be seen in the Schedule of Negotiations and Powers Sought (Annex A of the Statement of Reasons) [APP-020] which sets out details of all the plots included in the Book of Reference and the purposes for which that land is required by reference to the Works Numbers in Schedule 1 of the Draft DCO [APP-016].

Referring to the legislation, ██████████ noted that, pursuant to s123 of the PA 2008, a DCO can authorise compulsory acquisition if the decision maker is satisfied that the Application included a request for compulsory acquisition to be authorised and he confirmed that this has been met in relation to the Proposed Development through the Book of Reference. He explained that secondly, all persons with an interest must consent; or the prescribed procedure must have been followed.

In reference to Paragraph 8 of the Compulsory Acquisition Guidance, ██████████ noted that the Applicant will also need to demonstrate that the proposed interference with the rights of those with an interest in the land is for a legitimate purpose, and that it is necessary and proportionate.

Turning back to the legislation, in respect of the third condition in s122 of the PA 2008, ██████████ explained that paragraph 13 of the Compulsory Acquisition Guidance states that the Secretary

of State will need to be persuaded that there is compelling evidence that the public benefits that would be derived from the compulsory acquisition will outweigh the private loss that would be suffered by those whose land is to be acquired. At paragraph 14, the Compulsory Acquisition Guidance states that in determining where the balance of public interest lies, the Secretary of State will weigh up the public benefits that a scheme will bring against any private loss to those affected by compulsory acquisition.

████████ confirmed that, in addition to meeting the urgent national need for secure and affordable low-carbon energy infrastructure, the Proposed Development will deliver other benefits, many of which have been maximised and will be delivered as a result of the Proposed Development's careful design.

As an example, ██████████ noted that the Proposed Development is committed to delivering BNG in accordance with Requirement 8 of Schedule 2 of the draft DCO [APP-016] and as set out in the BNG Assessment Report [APP-194]. The Proposed Development is predicted to result in a net gain of 30% for area-based habitat units, 50% for hedgerow units and 10% for watercourse units.

████████ provided another example in explaining that the Proposed Development will also create approximately 9.5km of new permissive paths to supplement the existing public rights of way network. Additionally, he noted that the Order Limits include a significant portion of retained arable land, affording benefits associated with ground nesting birds, alongside retention of current farming practice. The Proposed Development commits to 181 hectares of retained arable land, of which approximately 116 hectares is comprised of Grade 3a best and most versatile (BMV) land.

The Applicant estimates that construction of the Proposed Development will create a peak of 600 full-time equivalent (FTE) jobs, and an average of 350 gross direct FTE jobs over the 24-month construction period. It is estimated that 45% of these jobs could be sourced from the local area.

████████ explained that, in order to maximise the economic benefits to the local community, a Framework Employment, Skills and Supply Chain Plan has been developed which identifies potential opportunities for activities relating to skills, supply chain and employment which the Applicant could take forward post-consent. This includes apprenticeships and workforce training. Additionally, the total Gross Value Added (GVA) from construction is estimated to contribute £27.4 million to the national economy.

████████ explained that, as with any Nationally Significant Infrastructure Project, the Proposed Development as a whole would result in some adverse effects. However, he added that the Applicant considers that these (individually or collectively) would not outweigh the significant benefits of contributing towards the urgent national need for secure and affordable low-carbon energy infrastructure.

Furthermore, he noted that the Applicant considers there is a compelling case in the public interest for the power to compulsorily acquire land and rights over the land (together with the imposition of restrictions) to be included in the Order. Additionally, he reiterated that compensation is payable to all affected landowners and occupiers where voluntary agreements cannot be reached in the first instance.

In finalising this submission, on behalf of the Applicant, Mr Taylor explained that there is also a compelling case in the public interest for the power to extinguish, suspend or interfere with private rights to the extent necessary to deliver the Proposed Development. He emphasised that the extent of the Order Limits is no more than is reasonably necessary for the construction, operation and maintenance of the Proposed Development and therefore any interference with private rights is proportionate and necessary. He finished by noting that compensation is payable to anyone whose rights are extinguished, suspended or interfered with.

ExA: As an example, plot 2/13 on the Land Plans relates to Work No. 9 and looking at the Framework LEMP, that plot is identified for bird mitigation. The ExA asked, if

████████ on behalf of the Applicant

powers were not granted in respect of plot 2/13, could that lead to a decision being made by the Secretary of State that consent ought not be granted.

██████████ explained that the area of land referred to is required to provide bird mitigation, and in the absence of that mitigation, a judgment would be made to the effect that there would be a conflict with the approach to ecological mitigation in the National Policy Statements. He therefore submitted that that land is required in order to suitably and satisfactorily mitigate the impacts of the Proposed Development.

██████████ on behalf of the Applicant

██████████, explained that the proposal for the bird mitigation for the Proposed Development is to have areas that are rotated between bird mitigation land and retained arable land throughout the Proposed Development. Therefore, should a particular plot that has been identified for bird mitigation not be consented, then the rotation of the other parts of the land that have been assigned to bird mitigation could be there for longer or rotated less frequently.

He noted that the requests for the ability to do this have come from the existing landowners to allow them to continue to farm parts of the Proposed Development in a sustainable manner, thus trying to balance the use of the land by retaining it for arable and providing bird mitigation areas.

ExA: The ExA asked if this was contributing to the BNG score of the Proposed Development.

██████████ on behalf of the Applicant

██████████ confirmed that the Applicant would respond in writing.

██████████ on behalf of the Applicant

██████████ noted that whilst the Applicant would confirm in writing as to whether this land parcel contributes to the BNG score, it is not within the Order Limits solely for the purpose of BNG, it is essential mitigation for other purposes.

██████████ on behalf of the Applicant

██████████ added that, in other words, because that field has to be included as part of the mitigation for purposes other than BNG, the Applicant has sought to take advantage of the fact that it is included within the Proposed Development to also increase the BNG that can be delivered.

██████████ on behalf of the Applicant

Further to this, having been passed additional information, ██████████ was able to confirm that the bird mitigation land is included in the BNG calculations, but where the Application has flexibility for arable or grassland in a particular field, then the calculations assume it will be arable. Therefore, within the areas that are being rotated as arable, the Applicant has assumed that, for the purpose of the calculation of BNG, that would be arable at the time. Some of the bird mitigation land is labelled as grassland only, again, at the request of the landowners, which does add to the BNG calculations, but that's as a side consequence of the land being required for bird mitigation purposes.

Action Point – The ExA requested that the Applicant provide a BNG technical note as part of the actions arising from ISH1. This has been provided as an Appendix to the Written Summaries of Oral Submissions at ISH1.

2.4 The Applicant's Summary of Case on Agenda Item 3.4

Issue Discussed

Summary of Applicant's Oral Case

The Applicant was asked to provide an update on its negotiations with affected persons with respect to the land rights being sought.

ExA: The ExA noted that this had largely been covered, but asked if the Applicant wished to add anything.

██████████ on behalf of the Applicant

██████████, on behalf of the Applicant confirmed that 88% of the Principal Site is under option, with the two final remaining landowners having the wording for option agreements agreed. He noted that the Applicant anticipates those being secured imminently.

In respect of the Cable Corridor, ██████████ explained that Heads of Terms have been agreed for 75% of the landowners within the Cable Corridor, and that the Applicant's solicitors are engaged in transforming those Heads of Terms into options. With a view to securing agreement on those, and the remaining landowners where Heads of Terms haven't yet been agreed, efforts are continuing to agree Heads of Terms with the view to reaching option agreements. ██████████ confirmed that the Applicant would keep the ExA updated on progress.

ExA: The ExA asked whether there are any land interests where the Applicant doesn't have confidence at the moment that options will be concluded by the end of the examination, and if so, whether there are any particular reasons why that might be the case.

██████████ on behalf of the Applicant

██████████ explained that, in relation to two of the remaining landowners in relation to the Cable Corridor, the Applicant has had difficulty in getting engagement, and is uncertain at this stage where it will get to in relation to those landowners. However, he confirmed that the Applicant is continuing to seek engagement, and reassure the ExA that the Applicant would keep them informed.

ExA: The ExA asked whether at this stage, in respect of both those landowners, it is more engagement, rather than matters of principle, that are causing any delay.

██████████ on behalf of the Applicant

██████████, on behalf of the Applicant explained that, until the Applicant gets meaningful engagement, it is too soon to be able to say.

ExA: The ExA asked the Applicant to identify which of the plots are in that category at the moment, to help the ExA keep track of what's going on.

CAH1 Action Point 4 – The Applicant is to provide confirmation of the plot numbers relating to the landowners where the Applicant has not yet entered into Option Agreements or Heads of Terms.

The Applicant has collated the requested information, and this is provided at Appendix B to this Written Summary.

In response to a comment from an IP regarding landowners ability to withdraw from option agreements.

ExA: The ExA asked the Applicant to give a brief explanation of the process, because the options agreements are, in effect, contracts that are binding on both parties? The ExA also asked that the Applicant explain what happens if one of the parties, in effect reneges on what's been agreed.

██████████ on behalf of the Applicant

██████████, on behalf of the Applicant, explained that the position is that everybody who has an identified interest, which is set out in the Book of Reference, is notified of the fact that the Applicant intends to seek compulsory acquisition powers over their land or interest. He confirmed that the Applicant has done this, and everybody has been subject to a Section 42 Consultation invitation and issued a notice under the same. He noted that many of the landowners have given permission, for example, for survey access in order to inform the design of the Proposed Development. ██████████ reiterated that compulsory acquisition is a power of last resort and that nobody wants for somebody to have to give over their land in that way, and clarified that both the system and the government guidance encourage the negotiation of agreements between those with land interests and applicants.

As noted earlier in the hearing, ██████████ explained that the Applicant has sought to agree option agreements with the landowners, and has been very successful in doing so in relation to the Principal Site. He clarified that those are agreements whereby the landowner agrees to give the rights to the Applicant to enable the Applicant to then build out and carry out and deliver and operate and decommission the Proposed Development. In response to the IPs question, he explained that in the event that a landowner seeks to renege on that option agreement, and the option agreement becomes the subject of a dispute, then, in order to deliver the Proposed Development to the necessary timescale, the compulsory acquisition powers sit as a fallback. He went on to explain that the compulsory acquisition powers could then be invoked against

that particular landowner who has reneged on the agreement and Proposed Development could still proceed in a timely manner.

██████████ finalised by explaining that the Applicant will not be in a position to withdraw from those option agreements unilaterally and simply rely upon compulsory acquisition powers.

3. CAH1 Action List

- 3.1.1 This section sets out the Applicant's understanding of the agreed action points arising from CAH1 which are subject to confirmation by the ExA.
- 3.1.2 **CAH1 Action Point 1** – the Applicant is to provide a note of the final land take required for the various Works as part of the authorised development once the Proposed Development is implemented and operational.
 - a. Supplemental to CAH1 Action Point 1 – the Applicant is to include an indication of the quantity of the land within the Order Limits which is public highway.
- 3.1.3 **CAH1 Action Point 2** – Fieldfisher LLP on behalf of Prax is to resubmit the plan of their pipeline location.
- 3.1.4 **CAH1 Action Point 3** – Fieldfisher LLP on behalf of Prax is to provide a note on the background to the pipeline and its significance.
- 3.1.5 **Additional Action Point (ISH1 Action Point 8)** – the Applicant is to provide a BNG technical note to be included as part of the actions arising from ISH1.
- 3.1.6 **CAH1 Action Point 4** – The Applicant is to provide confirmation of the plot numbers relating to the landowners where the Applicant has not yet entered into Option Agreements or Heads of Terms.

Appendix A – Action Point 1

Action 1 from CAH 1 – 1: Note on final land take required for Works forming the Proposed Development

- A.1.1 This response is to a request raised by the Examining Authority during CAH1 (see action point 1 of the Examining Authority’s action points for Compulsory Acquisition Hearing 1 held on Thursday 8 January 2026) and seeks to explain the minimum land take required for the Proposed Development during construction. Further details on the land take for operation will be provided in a technical note being prepared by the Applicant for Deadline 2. For context, the site area for the Proposed Development following the Change Request is approximately 1,355ha. The Cable Corridor partly overlaps with the Principal Site, with the Cable Corridor covering approximately 384ha and the Principal Site covering approximately 1,057ha, and therefore the sum of these areas is greater than 1,355ha.
- A.1.2 The size of each Works Area is tabulated below, based on the Works Plan **[AS-105]**, along with notes explaining why the sum of the Works Areas is significantly more than the area of the Order limits (again, due to some Works Areas covering the same fields/areas to allow multiple activities to take place). The point of principal that the Applicant is working to is that, notwithstanding the areas included in the Land Plans **[AS-104]** and the Works Plan **[AS-105]**, the Applicant will only use those areas of land that it requires to construct and operate the Proposed Development once any constraints have been identified, examples of which are included in this note.
- A.1.3 The full 1,355ha illustrated in the Land Plans **[AS-104]** and Works Plan **[AS-105]** is required for the Proposed Development to provide adequate flexibility at this early design stage so that the Proposed Development remains deliverable. At this concept design stage associated with the DCO Application there is still substantial uncertainty over the technology that will be procured, such as the precise dimensions of the solar panels and battery containers, and therefore also the optimal spacing between solar PV rows and battery containers. Worst case, maximum parameters have been therefore presented and assessed in the application to provide flexibility and allow the optimal technology to be procured at the time. The interconnecting cable and export cable corridors will also reduce after consent, following ground surveys and detailed design for example. Despite this, the flexibility in the application is required to allow for unforeseen events, such as needing to avoid third party assets, localised buried archaeology, or new badger setts or otter holts. This flexibility is a normal part of a DCO Application and adheres with the Planning Inspectorate guidance note "Nationally Significant Infrastructure Projects - Advice Note Nine: Rochdale Envelope", with the maximum parameters and flexibility having been fully assessed in the Environmental Statement.

Table 1: Hectares per Works Area

Works Number	Area (ha)	Area (acres)	Notes
1 – Solar generating area	454.5	1123.1	-
2 – Centralised BESS Compound	3.7	9.1	This overlaps with other Works Area such as Work Areas 1 and 9, to allow flexibility for this field to be solar PV or grassland.
3 – Decentralised BESS	8.0	19.8	As above.
4 – Onsite Substation	1.5	3.7	-
5A – HV Cable Corridor	384.4	949.9	This overlaps with other Works Area such as Work Areas 1 and 9.
5B – HV Connection Works	30.9	76.4	Works within the land designated for the proposed NGTE Substation near Navenby
6 – Interconnecting Cables	705.8	1744.0	This overlaps with other Works Area such as Work Areas 1 and 9. The area required for cabling will be more like 251ha but it is important to maintain spatial flexibility at this stage.
7 – Temporary Construction Compounds	6.0	14.8	This overlaps with other Works Area such as Work Areas 1 and 9, to allow flexibility for this field to be solar PV or grassland.
8A – Works to Facilitate Access	8.9	22.0	-
8B - Ancillary works to Facilitate Access	13.2	23.6	-
9 - Landscaping and Ancillary Works	1028.4	2541.2	This overlaps with other Works Areas to allow landscaping and ancillary works in others such as beneath panels. The area of landscaping for the minimum land area for Bird Mitigation and the 1.8ha orchard is 246.8ha

A.1.4 The area required for construction will be smaller than the tabulated area, due to reductions in land needed at this stage for works described under Works Numbers 5A, 5B, 6, 8A, 8B and 9. Should the DCO be granted, there will be further detailed design works, further ground investigations, and pre-construction checks, which will allow the specific trench locations for buried cabling to be determined, along with a suitable working corridor around these. Therefore, not all the Cable Corridor or the land allocated for Interconnecting Cables will be required. Similarly, once the connection bay is known within the proposed NGET Substation near Navenby, the detailed design can determine a specific cabling route and will be able to reign back from disturbing most of this area. Finally, the area of works (and ancillary works) to facilitate access may reduce slightly when the detailed design of the visibility splays and vehicle movements is carried out; the design at this stage is necessarily conservative

until such time that detailed topographic surveys and speed surveys are carried out and a detailed design can be agreed with Lincolnshire County Council Highways. Furthermore, currently the Applicant does not know the precise planned location of the cabling associated with the Brant BESS being delivered by NatPower, which may come forward and introduce additional constraints within the Cable Corridor, and therefore the Cable Corridor is necessarily wider than required for construction at this stage. Due to these potential reductions in affected land during construction, Works Area 9 (which includes landscaping) will inevitably reduce, since this overlaps with the aforementioned areas to allow for landscaping works should there be disturbance to the land. To reiterate the point made above, despite this expected and planned reduction in land take at construction stage (relative to the land areas in the application), flexibility is required in the DCO Application for all the land included in the Works Plan **[AS-105]** to ensure the project can be successfully built.

- A.1.5 The area required during operation will be slightly less than in construction, due to the reinstatement and then handover of disturbed land used, for example, by construction vehicles and for laydown alongside the buried cabling in Works Areas 5A, 5B, and 6. The working area during construction to install buried cabling is greater than the size of the trenches themselves, due to the need for areas to store extracted soil, for vehicles to manoeuvre, and for unloading and loading. Again, this does not mean less land is required than is presented in the DCO Application; the application and Environmental Statement is clear that these areas would be reinstated and handed back to the landowners, with the expectation that it would continue to be farmed.
- A.1.6 Further details will be provided in a technical note being prepared by the Applicant for Deadline 2, which will include the minimum area that will be required for construction and operation of the scheme based on the outline design proposed and assessed within the ES.
- A.1.7 The area of Works Number 8A and Works Number 8B **[AS-105]**, which are for works to facilitate access to Work Nos. 1 to 7 and also ancillary works to facilitate access, cover 7.3ha and 11.6ha respectively. Together therefore these comprise 18.9ha which is public highway within the Order Limits. This area does include the road verges and roadside vegetation that may be impacted and therefore is likely a slight overestimate of the actual highway itself, but is adequate to understand that this area is small in relation to the Order Limits.

Appendix B – Action Point 4

Principal Site – Land not yet under option but with agreed heads of terms

Landowners	Plot Numbers (as shown on Land Plans)
Charles Anderson & Wendell Anderson	1/5, 1/7, 1/11, 1/14, 1/15, 2/1, 2/4, 3/9, 3/10, 3/11, 3/12, 4/1,
The Trustees for the South Farm Partnership and The Trustees of the Roe Group Pension Scheme	7/3, 7/11, 7/13, 7/15

Cable Corridor – Land not yet under option or Heads of Terms

Landowners	Plot Numbers (as shown on Land Plans)
Charles Peter Hayward	16/16, 16/17, 16/19
Andrew James Dick Campbell	15/5, 15/9, 15/11, 15/12, 16/6, 16/12, 16/13,
Georgina Annette Campbell	15/10, 15/13, 15/14
Astrid Merete Overton	14/3
The Executors of the Estate of George Martin Overton	14/3
Marion Lamyman	15/7, 16/1



PROJECT
Fosse Green Energy

CLIENT
Fosse Green Energy Ltd

CONSULTANT
AECOM Limited

LEGEND

- DCO Site Boundary
- Land under option agreement, or land where only access rights or temporary acquisition are required
- Land with agreed heads of terms
- Land not yet under option agreement or heads of terms

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ISSUE/REVISION		
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LEGISLATION
Regulation 5(2)(i) Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009.

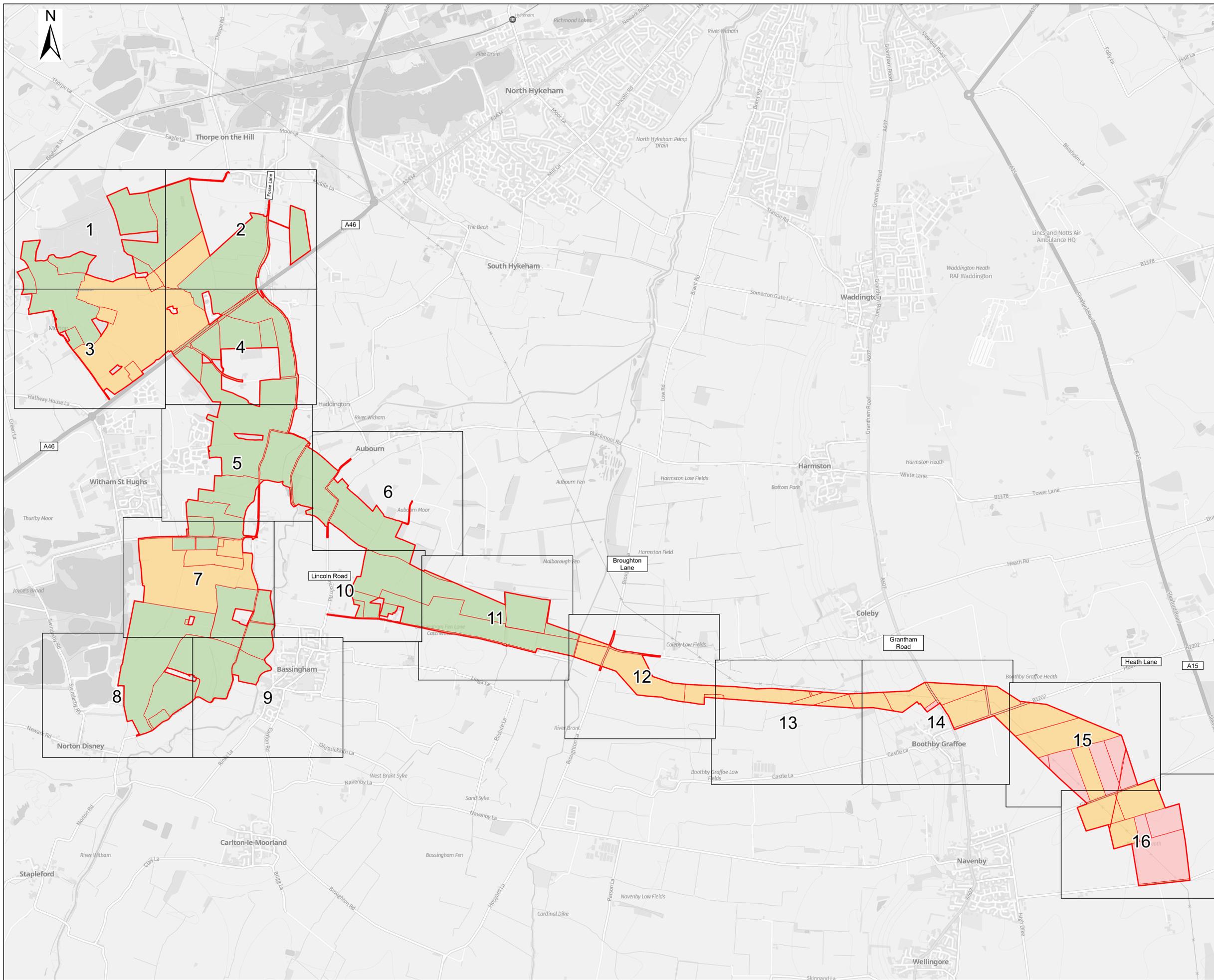
ISSUE PURPOSE
Deadline 1

FIGURE TITLE
Land Rights Summary

FIGURE NUMBER	REV.
Sheet Plan	01

DOCUMENT REFERENCE
EN010154/EXAM/9.6

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PROJECT
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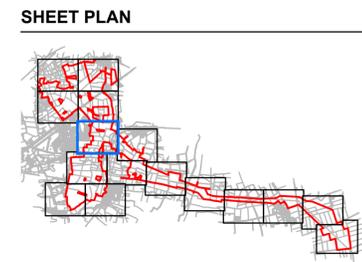
CLIENT
Fosse Green Energy Ltd

CONSULTANT
AECOM Limited

LEGEND

- DCO Site Boundary
- Land under option agreement, or land where only access rights or temporary acquisition are required

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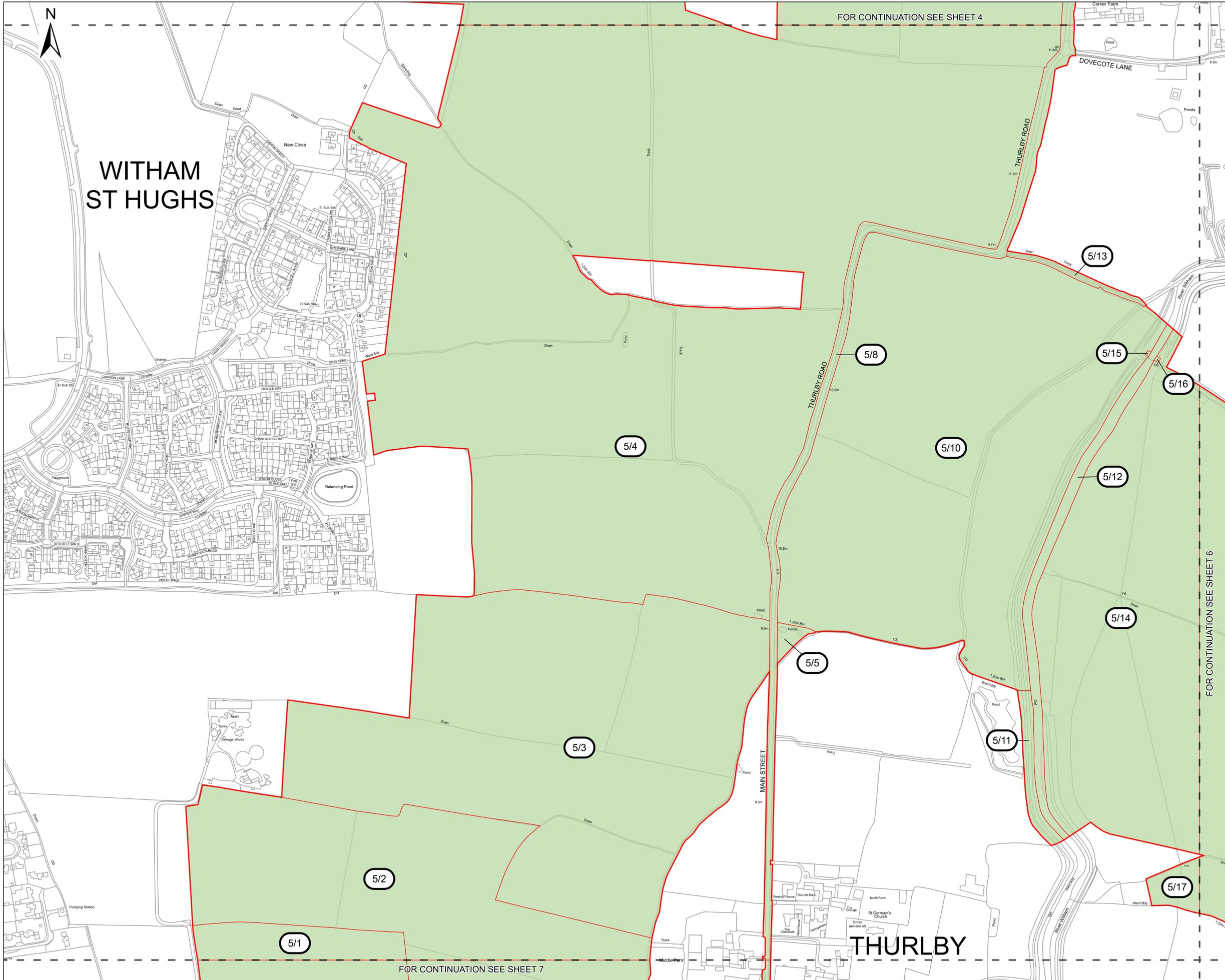
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ISSUE PURPOSE
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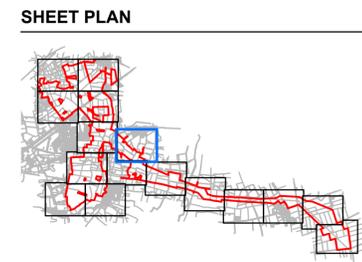
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Land Rights Summary

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ISSUE PURPOSE
Deadline 1

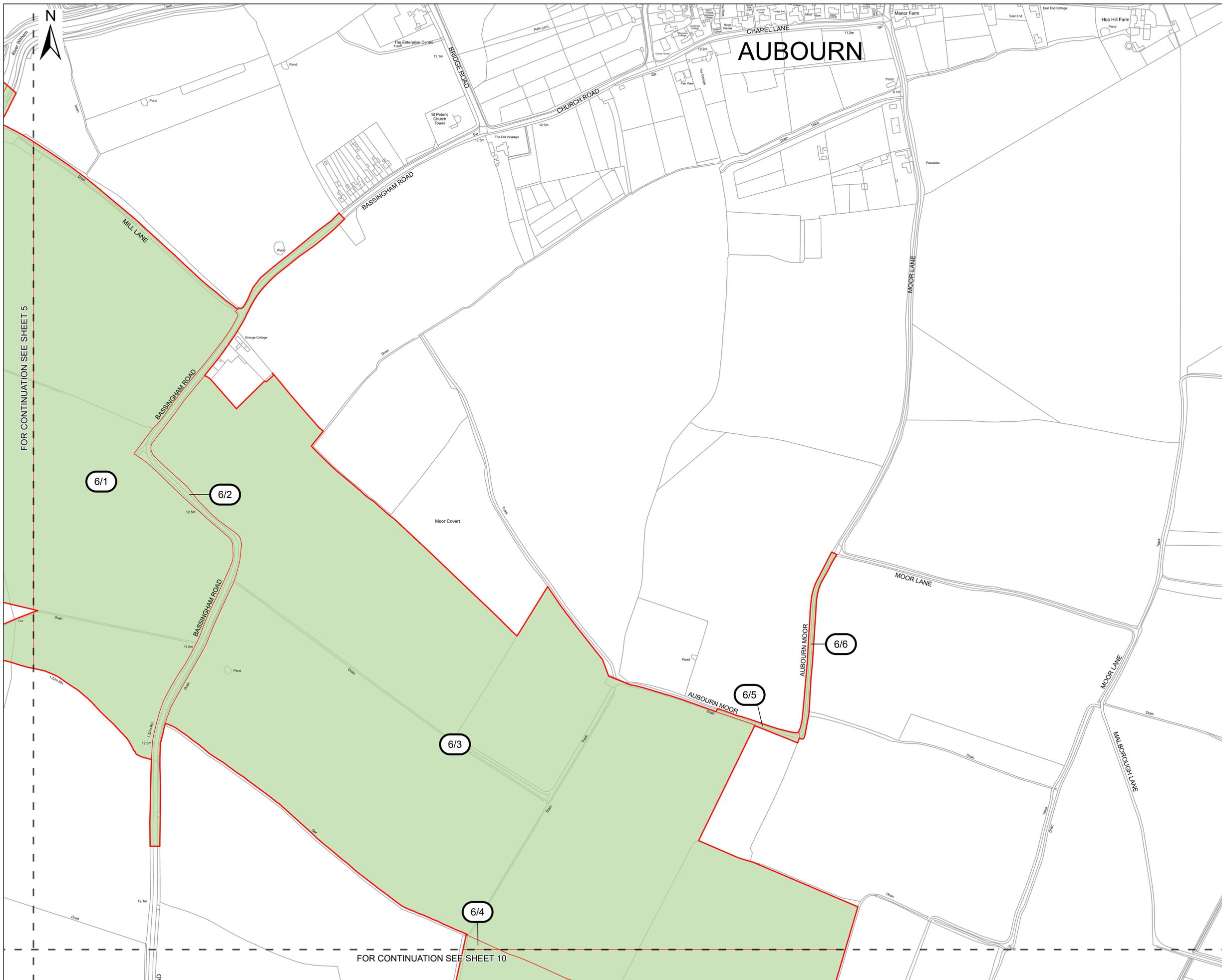
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Land Rights Summary

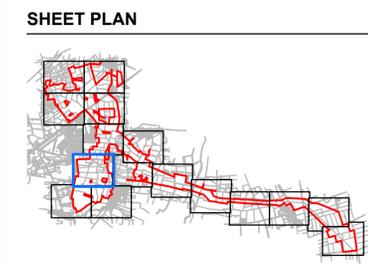
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LEGISLATION
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ISSUE PURPOSE
Deadline 1

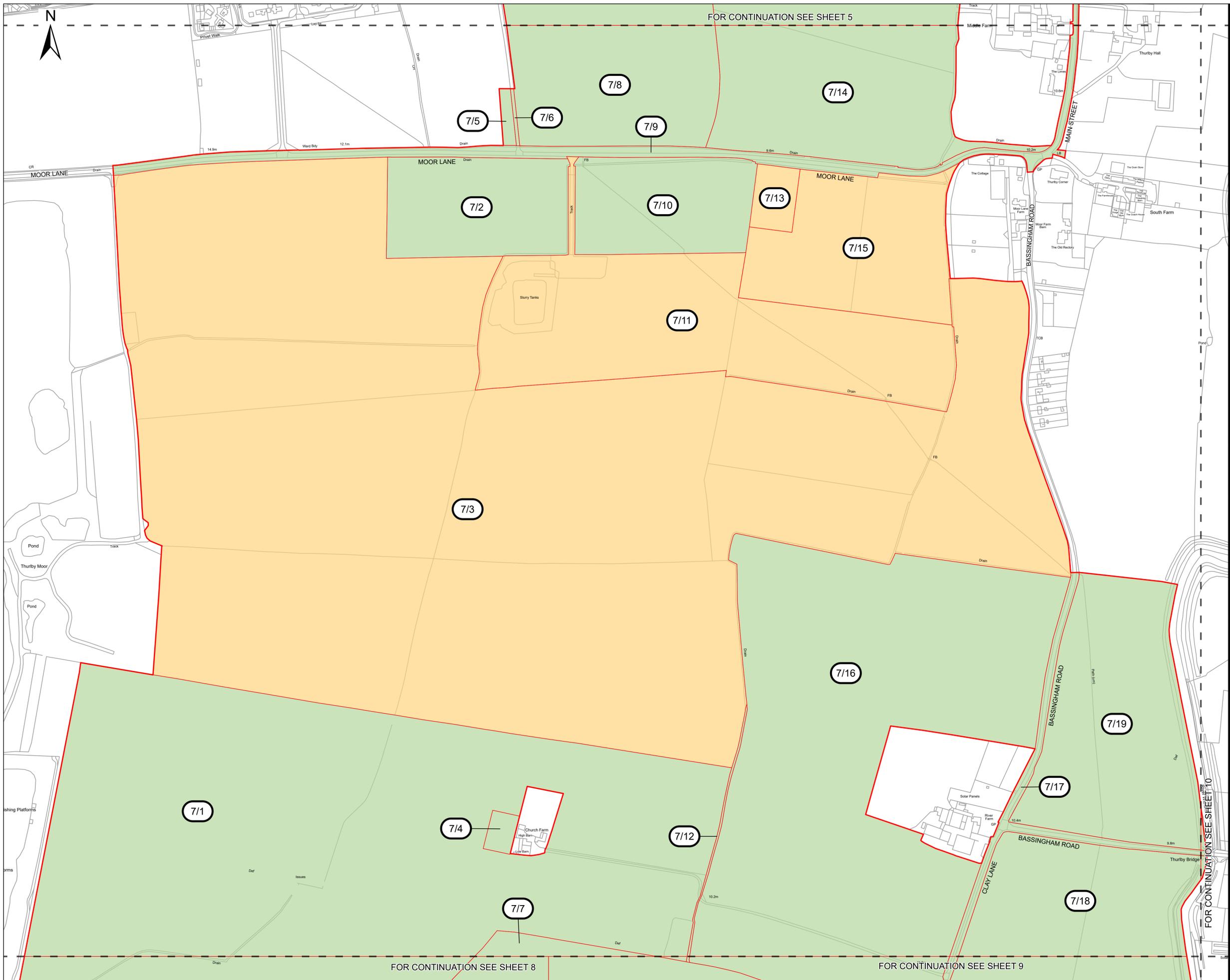
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FIGURE NUMBER **REV.**
Sheet 7 of 16 01

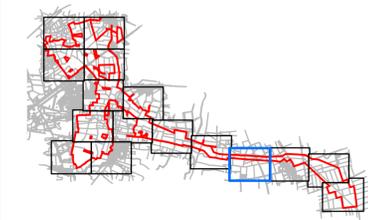
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EN010154/EXAM/9.6

Project No.: 60700987 Drawn: GC Checked: AM Approved: AM Date: 2026-01-22

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ISSUE/REVISION

NO	DATE	DESCRIPTION
R01	19/01/2026	FIRST VERSION
I/R	DATE	DESCRIPTION

LEGISLATION
Regulation 5(2)(i) Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009.

ISSUE PURPOSE
Deadline 1

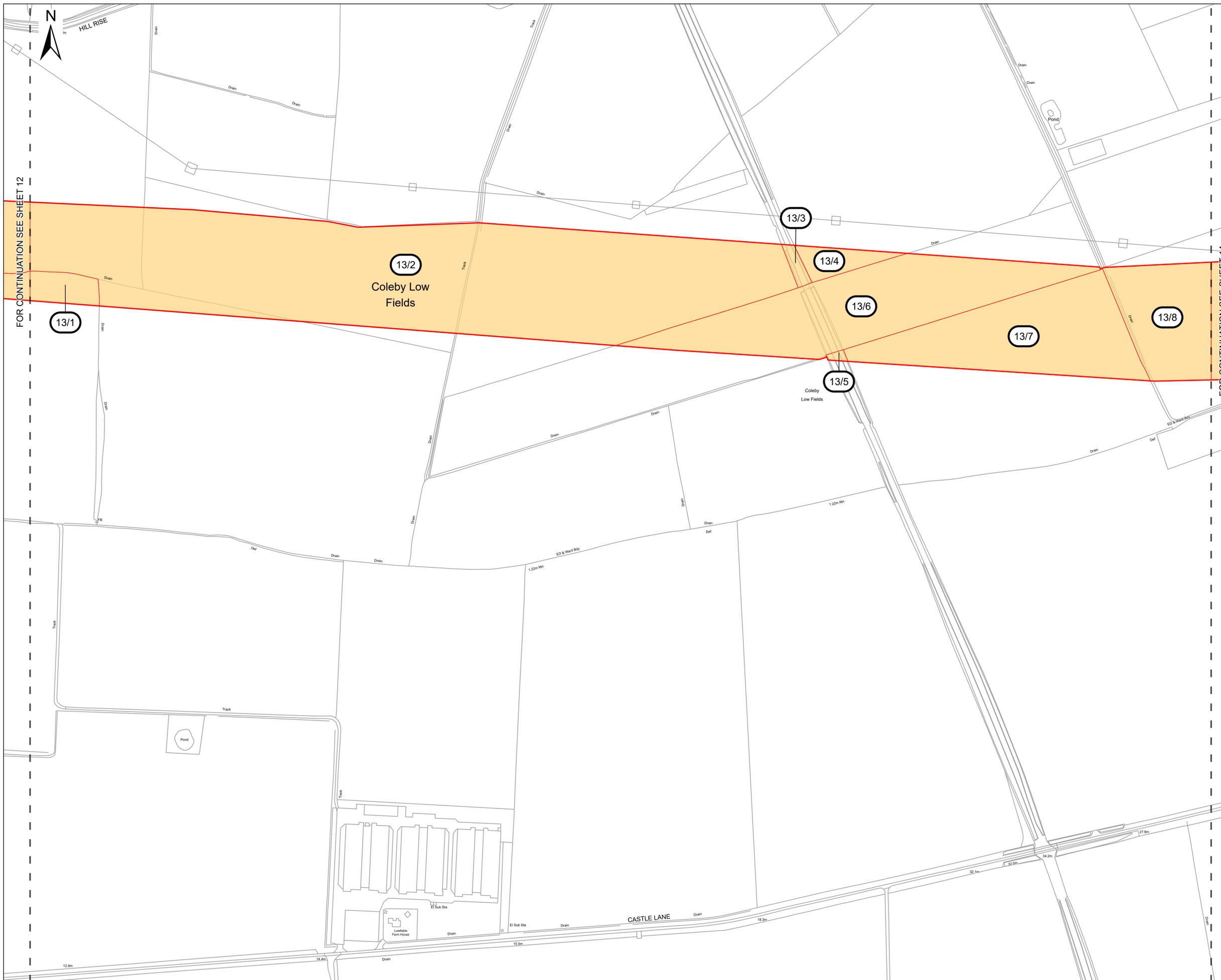
FIGURE TITLE
Land Rights Summary

FIGURE NUMBER **REV.**
Sheet 13 of 16 01

DOCUMENT REFERENCE
EN010154/EXAM/9.6

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