

Our Ref: TBBPRO216.2
Your Ref: EN010155

Direct Dial: [REDACTED]
[REDACTED]@keystonelaw.co.uk

National Infrastructure Planning
Temple Quay House
2 The Square Bristol
BS1 6PN

By Email Only

30 September 2025

Dear Sirs,

Our client: 12 Property FE Limited
Dean Moor Solar Farm DCO

Interested Party Reference number: FB2B328DF

We write further to your letter of 19 September requesting written submissions in response to the topics and points of clarification originally listed for a compulsory acquisition hearing on [18] September. Specifically, this letter is a response to agenda items b) *Affected Persons (APs) to set out any outstanding matters of concern, including any resolution/negotiations sought to resolve concerns.*

Background

A meeting was held on 12 September 2025 between the Applicant and this firm on behalf of our client to discuss the issues at hand.

It was noted that in both the Applicant Response to Relevant Representations (REP1-002) (**ARtRRs**) and subsequent response to Applicant Responses to ExA's Written Questions 1 (REP2-010) (**ARtWQs**) the Applicant accepted that the proposed works will directly impact our client's interest in title CU307418.

In the ARtRRs the Applicant stated that the *"impact on the interested party would predominantly be cabling being placed within the subsoil"*. When further information was sought by the Examining Authority the Applicant's response in the ARtWQs was that *"electrical cables to be placed within the subsoil. As set out in ES Figure 3.19 Indicative Cable Trench Examples [APP-063] these cables will be placed at an indicative depth of 2m (final depth to be*

confirmed as part of detailed design). Access tracks within Work No. 3 may also involve soil removal”.

The Applicant stated in our meeting that they did not consider themselves able to agree a private treaty agreement or protective provisions with my client as the relevant works were subject to further detailed design work.

This firm followed up by way of further correspondence on 15 September stating we did not consider this position to be acceptable or in line with the principle that compulsory purchase is intended as a last resort. As the Examining Authority you had specifically queried the “outcome of any further negotiations carried out with the affected person(s)” but at that point our client’s position was that:

- The Applicant refusing to enter into negotiations; and
- Was seeking to solely rely on CPO powers as a means of avoiding meaningful negotiation.

Current position between the parties

The Applicant provided responded in writing on 19 September requesting certain matters for clarification, but confirming that their “*client is prepared to consider negotiations towards an agreement*”. We are progressing this as a matter of urgency, but at this point are not in a position to withdraw our objection and note that the Applicant has only meaningfully engaged on this matter after some forceful intervention by our client.

Yours faithfully

A handwritten signature in black ink that reads "Keystone Law". The signature is written in a cursive, slightly stylized font.

Keystone Law