



# Dean Moor Solar Farm

## Applicant Response to CAH Hearing Agenda Items (Annex B)

on behalf of **FVS Dean Moor Limited**

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30 September 2025  
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**DEAN MOOR SOLAR FARM**  
**APPLICANT RESPONSE TO CAH AGENDA ITEMS (ANNEX B)**  
**PLANNING INSPECTORATE REFERENCE EN010155**  
**PREPARED ON BEHALF OF FVS DEAN MOOR LIMITED**

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# 1 Introduction

## 1.1 Overview

- 1.1.1 This is the Applicant Response to Compulsory Acquisition Hearing (CAH) Agenda Items Document (ARCAH-B) and has been produced for FVS Dean Moor Limited (the Applicant) to support the DCO application for the Dean Moor Solar Farm ('the Proposed Development') which is located between the villages of Gilgarran and Branthwaite in West Cumbria (the 'Site') and situated within the administrative area of Cumberland Council ('the Council').
- 1.1.2 Specifically, this document has been produced in response to the Rule 17 Letter (Request for further information) issued by the Examining Authority (ExA) on 19 September 2025 [\[PD-010\]](#).
- 1.1.3 The main purpose of the Rule 17 Letter was to request further information from the Applicant and, where relevant, the Council and the Lake District National Park Authority (LDNPA), under rule 17 of the Infrastructure Planning (Examination Procedure) Rules 2010.
- 1.1.4 The Agendas [\[EV3-001\]](#) for the issue specific hearing (ISH) and the CAH contained a series of topics and required points of clarification, which the ExA intended to address during the respective hearings. Following the cancellation of these events, and to ensure that parties can respond to topics, the ExA invited written submissions in response to each of the topics and points of clarification listed in the tables within the respective agendas. Those topics and points of clarification relating to the CAH were set out in Annex B of the Rule 17 letter.
- 1.1.5 Because the ExA was unable to ask questions at the CAH, he could not provide greater clarity in respect of the information that may have been sought in respect of Agenda items. The Applicant has, therefore, sought to provide additional information and clarification where able to do so.

- 1.1.6 If the ExA considers that a point has not been addressed fully or insufficient clarification provided it is understood that the ExA may seek further information, or points of clarification, through the issue of the ExA's further written questions (ExQ2) if required. The Applicant will respond to any further written questions asked by the ExA.
- 1.1.7 The Rule 17 letter refers to '*a request for a CAH from an affected person*'. The Applicant notes that the identity of this party has not been revealed, and that no submissions on the PINS webpage confirm the attendee. However, the Applicant understands from direct discussions that 12 Property FE Limited intended to make submissions in person. The Applicant has provided an update on discussions with 12 Property FE Limited at item (b).1 of Table 2.1, and also in the Land and Rights Negotiation Tracker **[D3.2]** submitted at Deadline 3 (D3).
- 1.1.8 A separate written representation response (ARISH-A) has been provided to respond to the Annex A agenda items for the ISH **[D3.11]**.

## **1.2 Overview and Structure of Response**

- 1.2.1 Table 2.1 lists the agenda item from Annex B of the Rule 17 Letter followed by the Applicant's written submissions.

## 2 Compulsory Acquisition Hearing (CAH)

### 2.1 Table 2.1: Applicant's response topics listed in Annex B to the Rule 17 letter

No.	Agenda Item / Applicant's Response
(a).1	<p><b>Item:</b> <i>Outline where agreement has been reached with landowners/those with land interests and outline any ongoing negotiations.</i></p> <p><b>Response:</b></p> <p>Details of latest position regarding negotiations are set out in the updated Land and Rights Negotiation Tracker <b>[D3.2]</b> submitted at D3. As per that document, the Applicant has already successfully entered into agreements for the Order land.</p> <p>An agreement has been reached with the two relevant main landowners:</p> <ul style="list-style-type: none"> <li>• [REDACTED]</li> <li>• [REDACTED]</li> </ul> <p>The agreements are in the form of options for leases, which the Applicant will seek to exercise should the DCO be made. The agreements effectively secure the main parts of the Site for the Proposed Development, with only residual interests outside their scope (e.g. highways, leases, or Statutory Undertaker interests). These option agreements did not appear in the submission version of the Book of Reference (BoR) <b>[APP-016]</b> due to time constraints, but they will appear in the BoR once it is updated at Deadline 5.</p> <p>For the avoidance of doubt, the Applicant continues to seek compulsory acquisition powers over land it has agreed to voluntarily acquire in order to deal with unknown/third party interests that may need to be set aside, or to convey the land to the Applicant should the agreements fail, or the landowner be unable, or unwilling to transfer the land required for the Proposed Development (see item (a).3 below).</p> <p><b><u>Ongoing discussions</u></b></p> <p>The Applicant has held or sought discussions on land with the following parties who retain interests within the Order Limits. This list below includes statutory undertakers and other parties with residual interests in land. The Applicant has set out how it meets the relevant tests for interfering with the rights of statutory undertakers in section 13.3 of the Statement of Reasons (SoR) <b>[APP-014]</b>.</p> <p>Only Potato Pot Wind Farm Limited and 12 Property FE Limited are seeking an agreement for land interests. United Utilities are seeking protective provisions to protect their apparatus.</p>

No.	Agenda Item / Applicant's Response
	<p>In reviewing the below, the Applicant recommends the ExA consider the Statement of Reasons, Land Plans [<a href="#">AS-007</a>] and Book of Reference.</p> <p><b>Potato Pot Wind Farm Limited:</b></p> <ul style="list-style-type: none"> <li>• Plots: 1-20, 1-22, 1-29, 1-30, 1-32, 1-37, 1-42, 1-46 (Permanent acquisition)</li> <li>• Plots: 1-21, 1-31, 1-40, 1-43 (Rights)</li> </ul> <p>Potato Pot Wind Farm Limited is owned by Vantage RE Ltd (Vantage RE) with whom the Applicant has been engaging. This party has a lease of part of the Site for the Potato Pot Wind Farm (the Wind Farm), and an agreement has already been reached with their freeholder (the Gates) as referenced above. The Applicant has been engaged with Vantage RE for a significant period of time. The latest draft Heads of Terms (HoT) are to be issued imminently to Vantage RE for review.</p> <p>The Applicant remains confident that it will reach an agreement with Vantage RE before the close of the Examination.</p> <p>Notwithstanding this, the ExA will note that no powers are sought over the Wind Farm's turbines, and only rights are sought over the access track to the turbines. The Applicant has sought to secure the Wind Farm's ability to continue to operate, unhindered by the Proposed Development. Should compulsory acquisition powers be granted, the Applicant would not seek to interfere the Wind Farm's existing operations.</p> <p><b>Cumberland Council:</b></p> <ul style="list-style-type: none"> <li>• Plots: 1-30, 1-32 (Permanent acquisition)<sup>1</sup></li> <li>• Plots: 1-31, 1-43, 1-70, 1-71, 2-01, 2-02 (Rights)</li> <li>• Plots: 1-01, 1-02, 1-03, 1-04, 1-05, 1-06, 1-07, 1-08, 1-10, 1-47, 1-48, 1-49, 1-50, 1-51, 1-52, 1-53, 1-54, 1-55, 1-56, 1-57, 1-58, 1-59, 1-61, 1-62, 1-63, 1-64, 1-65, 1-66, 1-68, 1-69, 1-72, 1-73, 2-03, 2-04, 2-05, 2-06, 2-07, 2-11, 4-01, 4-02, 4-03, 4-04, 4-05, 4-06 (Temporary possession)</li> </ul> <p>The Council has highway interests in several plots, listed above, which are subject to temporary possession or permanent acquisition of rights (to allow for cable crossing). The Council also retain rights in certain plots in respect of water mains or drainage (e.g. 1-31). The Applicant has been in regular contact with the Council, and they have been consulted on the Applicant's proposals throughout.</p>

<sup>1</sup> Note that the Council do not own this land and only have Category 2 rights in this land

No.	Agenda Item / Applicant's Response
	<p>The Applicant has previously written to the Council to advise on its land requirements and no specific concerns have been raised by the Council. The Applicant has sought to reinforce this by adding a section on land interests to the draft Statement of Common Ground (dSoCG) with the Council [D3.14] (see CC.LM.1) which remains '<i>under discussion</i>' as the Council considers its response.</p> <p><b>Environment Agency (EA):</b></p> <ul style="list-style-type: none"> <li>Plots: 1-65, 4-01 (Temporary possession)</li> </ul> <p>There are two plots subject to temporary possession under the highway relating to minor interests of the EA within Lostrigg Beck. This interest relates to a culvert running underneath the highway (Branthwaite Edge Road) to the north east of Area C where the Applicant is carrying out street works. The Applicant is not proposing any significant works in this area, and the relevant plots are likely to only be subject to signage or landscaping works.</p> <p>The Applicant has previously written to the EA to advise on its land requirements and has confirmed in discussions that no works are anticipated to occur on the culvert. A Flood Risk Activity Environmental Permit would likely be required if works were proposed to the culvert, and this would be secured outside the DCO if required. A section on land interests has been added to the EA dSoCG [D3.15] (see EA15) and the matter is '<i>agreed</i>', with the Applicant to notify the EA if there are any changes to the plans that involve works to the Lostrigg Beck.</p> <p><b>United Utilities (UU):</b></p> <ul style="list-style-type: none"> <li>Plots: 2-07, 2-11, 4-01, 4- 02 (Temporary possession)</li> </ul> <p>UU owns apparatus in the above highway plots subject to temporary possession. UU is the only statutory undertaker with whom the Applicant is actively discussing protective provisions and this is discussed in greater detail below in the response to item (c).1 (<i>Update on negotiations relating to Protective Provisions</i>).</p> <p><b>Electricity North West Limited (ENW):</b></p> <ul style="list-style-type: none"> <li>Plots: 1-09, 1-15, 1-16, 1-18, 1-19, 1-20, 1- 22, 1-30, 1-32, 1-45, 1-67, 2-04, 2-08, 2-09, 2-10, 4-07, 4-08, 4-09, 4-10, 4-11, 4-13 (Permanant acquisition)</li> <li>Plots: 1-17, 1-21, 1-31, 1-43, 4-12 (Rights)</li> <li>Plots: 1-02, 1-03, 1-04, 1-05, 1-06, 1-47, 1-48, 1-65, 1-68, 1-69, 2-05, 2-06, 4-01, 4-02 (Temporary possession)</li> </ul>



No.	Agenda Item / Applicant's Response
	<p>ENW owns apparatus on, and along the Order Limits, of the Site (e.g. overhead lines and pylons). The Applicant is not seeking to acquire apparatus, only land in which ENW has apparatus (for the avoidance of doubt, the Applicant has considered the relevant test in s138(4) of the Planning Act 2008 (PA 2008) and considers this met in light of the protective provisions in the dDCO).<sup>2</sup></p> <p>The Applicant remains in discussion with ENW with regards to the carrying out of works by the Applicant near to its pylons, OHL, or relevant apparatus (as a matter of practice, in accordance with relevant safety standards).</p> <p>The Applicant has written to ENW at pre-application stage and as recently as 19 August 2025. No response has been received to date. ENW has raised no objection to the application for development consent.</p> <p>In any event, the dDCO <a href="#">[REP2-004]</a> includes protection for statutory undertakers (electricity licence holders) such as ENW at part 1 of Schedule 12 (protective provisions).</p> <p><b>Northern Gas Networks (NGN):</b></p> <ul style="list-style-type: none"> <li>• Plots: 1-01, 1-02, 1-04, 1- 07, 1-08 (Temporary possession)</li> </ul> <p>The Applicant believed NGN owned apparatus in the above highway plots subject to temporary possession. No objection has been made to the application for development consent.</p> <p>The Applicant wrote to NGN at pre-application stage and on 19 August 2025. NGN emailed the Applicant on 9 September 2025 to state that it did not own any apparatus within the Order Limits. The Applicant is confirming this position with NGN before removing NGN from the BoR.</p> <p>Should it transpire that NGN does own apparatus within the Order Limits the dDCO includes protection for statutory undertakers (gas transporters) at part 4 of Schedule 12.</p> <p><b>Openreach Limited (OL):</b></p> <ul style="list-style-type: none"> <li>• Plots: 1-48, 1-55, 1-57, 1- 59, 1-62, 1-65, 1-66, 4-01, 4-02 (Temporary possession)</li> </ul> <p>OL owns apparatus in highway plots referred to above.</p> <p>The Applicant wrote to OL at pre-application stage and recently on 19 August 2025. No response has been received to date, nor has OL raised an objection to the application for development consent.</p>

<sup>2</sup> See section 13.3 of the Statement of Reasons

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	<p>In any event, the dDCO includes, at part 2 of Schedule 12 protective provisions on behalf of code operators which includes OL.</p> <p><b>Mines / Mineral owners:</b></p> <p>The Applicant has preserved mining rights by incorporating Parts 2 and 3 of Schedule 2 (minerals) to the Acquisition of Land Act 1981 into the dDCO. The owners identified are 12 Property FE Limited and an estate 'The Right Honourable [REDACTED]'. The estate has not made any comments on the proposed approach. Following engagement with 12 Property FE Limited, the Applicant has provided an update below. This will also be reflected in the latest version of Land and Rights Negotiation Tracker [D3.2] submitted at D3.</p> <p><b>12 Property FE Limited:</b></p> <ul style="list-style-type: none"> <li>Plots: 1-26, 1-33, 1-35, 1-38 (Permanent acquisition)</li> </ul> <p>This party has a qualified freehold title to mines and minerals in the above land plots. This is the only objection to proposed compulsory acquisition powers that the Applicant is aware of, and full consideration of this is set out in response to item (b).1 below.</p>
(a).2	<p><b>Item:</b> <i>Where CA and TP are sought, how they meet the tests of the PA2008.</i></p> <p><b>Response:</b> <i>Where CA and TP are sought</i></p> <p>Section 6 of the SoR [APP-014] explains in detail the scope of compulsory acquisition sought in the dDCO [REP2-004] and which will enable the Applicant to construct, operate, maintain and decommission the authorised development and to mitigate impacts of the authorised development where necessary.</p> <p>Section 6.2 of the SoR describes the compulsory acquisition powers sought in the dDCO. These powers apply to land shaded pink ('<i>Permanent acquisition of land</i>'), blue ('<i>Permanent acquisition of new rights over land</i>') or green ('<i>Temporary possession of land</i>') in the Land Plans [AS-007].</p> <p>Section 6.2 also references the relevant articles that relate to the compulsory acquisition of land or interference with third party rights. Of note is article 22 (<i>Compulsory acquisition of land</i>) which allows the Applicant to acquire compulsorily so much of the Order land as is required for the authorised development. This power is subject to certain restrictions, including article 24 (<i>time limit for the exercise of authority to acquire land compulsorily</i>) and article 25 (<i>Compulsory acquisition of rights and imposition of restrictive covenants</i>) which only allows the Applicant to</p>

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	<p>compulsorily acquire rights, or impose restrictive covenants over the land set out in Schedule 9 to the dDCO and which relates to blue land referred to above.</p> <p>Section 6.3 of the SoR sets out the relevant articles that relate to the exercise of powers temporary possession only. Article 33 (<i>Temporary use of land for carrying out the authorised development</i>) provides a power for the Applicant to temporarily occupy all land within the Order Limits for the carrying out of the Proposed Development. Schedule 11 to the dDCO sets out plots that are only subject to temporary possession, and not permanent acquisition. Land subject to temporary possession only is coloured green on the Land Plans.</p> <p>Article 34 (<i>Temporary use of land for maintaining the authorised development</i>) would enable the Applicant to take temporary possession of land within the Order land required for the purpose of maintaining the authorised development and to construct such temporary works as may be reasonably necessary for that purpose for a period of five years.</p> <p>All of the above dDCO articles are well precedented and justified. Further details are set out in the Explanatory Memorandum (EM) <a href="#">[REP2-007]</a>.</p> <p><b>Response:</b> <i>how they meet the tests of the PA2008</i></p> <p>Detailed evidence of how the Applicant meets the test of the PA 2008 are set out in section 10 of the SoR.</p> <p>Section 122 of the PA 2008 provides that a DCO which includes compulsory acquisition powers may only be granted only if the conditions in sections 122(2) and 122(3) of the PA 2008 are met.</p> <p>The first condition in section 122(2) is based upon three criteria, either:</p> <ol style="list-style-type: none"> <li>(1) The land is required for the development to which the development consent relates; or</li> <li>(2) The land is required to facilitate or is incidental to that development; or</li> <li>(3) The land is replacement land to be given in exchange under section 131 or 132 of the PA 2008</li> </ol> <p>All land within the Order Limits is required for the implementation of the Proposed Development or is incidental to it. See the Work Plans <a href="#">[APP-007]</a> which show how each area is to be used. There is no special category land within the Order Limits and so the provisions of sections 131 and 132 of the PA 2008 do not apply.</p>

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	<p>The second condition (section 122(3)) is that there is a compelling case in the public interest for compulsory acquisition. Detail on how this test is met is set out in section 10.8 of the SoR.</p> <p>Briefly, paragraph 13 of the relevant compulsory acquisition guidance (the CA Guidance)<sup>3</sup> sets out that for this condition to be met there must be: <i>'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.'</i></p> <p>The Proposed Development will be a critical part of the development of the UK's portfolio of renewable energy generation and is required to decarbonise its energy supply both quickly and securely.</p> <p>The compelling case test is met through strong policy support, for example, the Overarching National Policy Statement (NPS) for Energy (EN-1) explains the urgent need for significant amounts of large-scale energy infrastructure, such as the Proposed Development. Paragraph 4.1.3 of EN-1 establishes a <i>'presumption in favour of granting consent to applications for energy NSIPs'</i>.</p> <p>Paragraph 25 of the CA Guidance states that an applicant should seek to acquire land by negotiation wherever practicable. Further, that the power to acquire land compulsorily should only be sought if attempts to acquire by agreement fail. As is explained above, the Applicant has entered into agreement with the main landowners.</p> <p>Notwithstanding this agreement, the powers of compulsory acquisition need to be retained by the Applicant for the reasons set out below in response to item (a).3.</p>
(a).3	<p><b>Item:</b> <i>To summarise how the application demonstrates that all reasonable alternatives to CA (including modifications to the scheme) have been explored.</i></p> <p><b>Response:</b></p> <p>The Applicant has explored all reasonable alternatives to compulsory acquisition (including modifications to the Proposed Development).</p>

<sup>3</sup> Planning Act 2008 Guidance related to procedures for the compulsory acquisition of land, Sept 2013 (CA guidance)

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	<p>Details of Site selection and alternatives are set out in ES Chapter 4 - Alternatives and Design Evolution [<a href="#">APP-035</a>]. This confirms the criteria used to select the Site, including the availability of a point of connection (POC) to the grid and land availability. Section 4.4 describes, in detail, the site selection process and consideration of alternative locations or uses. It confirms that the site selection process involved four stages:</p> <ul style="list-style-type: none"> <li>• <i>Identification of a Viable Point of Connection to the Grid Network...</i></li> <li>• <i>Review of Land Availability and Suitability...</i></li> <li>• <i>Constraints Review of Land, ... and</i></li> <li>• <i>Identification of Additional Land....</i></li> </ul> <p>At each stage, the Applicant considered constraints including landscape and visual,, ecological, arboricultural, hydrological and, cultural heritage.</p> <p>Section 4.5 of ES Chapter 4 confirms the evolution of the Site and refinements made to the Order Limits. Modifications are evidenced in the Land Plans [<a href="#">AS-007</a>] which show that the land containing the wind turbines and associated infrastructure belonging to the Wind Farm has been excluded from powers. This is also explained in the SoR at section 6.2.1 [<a href="#">APP-014</a>].</p> <p>The Applicant is not seeking interests, rights or possession over plots 1-23 &amp; 1-24 (site of the Wind Farm substation) or plots 1-39, 1-41 and 1-44 (sites of the Wind Farm turbines). This is the land shaded yellow on the Land Plans. Compulsory and temporary acquisition powers do not apply to the yellow land.</p> <p>The Applicant is only seeking to acquire new rights over land which forms part of the Wind Farm's access track to ensure that the Applicant also has a right of access over the access track (plots 1-09, 1-17, 1-21, 1-31, 1-40 and 1-43).</p> <p>Given that an agreement has been entered into with the main landowners (see response to a(1) above), compulsory acquisition powers only remain over the main Site for the following key reasons:</p> <ol style="list-style-type: none"> <li>(1) The compulsory powers provide a fallback should the voluntary agreements fail and cover instances where the person with an interest in land is unwilling to, or cannot, grant the relevant land interest or right at the time when the option is exercised.</li> <li>(2) Compulsory acquisition by General Vesting Declaration (GVD) is effective against all interests in the land, so avoiding the risk of a failure to disclose a relevant interest; the GVD is effective even against unknown interests.</li> </ol>

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	<p>(3) Without the powers of compulsory acquisition, the national need for the Proposed Development could not be met because the land and rights required in the land subject to the DCO may not be assembled, uncertainty as to the ability to construct, operate and maintain the Proposed Development will continue and the Applicant considers that its objectives would not be achieved.</p> <p>Without the compulsory acquisition of the necessary interests in land, the delivery of the Proposed Development cannot be guaranteed. As contemplated by the PA 2008 it is a proportionate use of compulsory acquisition powers to acquire land and rights in land for the Proposed Development. This approach reflects standard practice amongst DCOs, including several made solar farm DCOs.</p>
(a).4	<p><b>Item:</b> <i>To explain the time period of relevant land for which TP is sought.</i></p> <p><b>Response:</b></p> <p>The time limit to exercise temporary possession powers is five years; this is well precedented and set out in article 24 of the dDCO [<a href="#">REP2-004</a>].</p> <p>Article 33 of the dDCO confirms that the Applicant may take temporary possession of the land set out in Schedule 11 for the purposes set out in that Schedule, or any other Order land.</p> <p>The article includes the ability for the Applicant to take possession of the same plot on land on multiple occasions. This is not intended to expand the scope of the article, rather its intention is to minimise the impact of the Proposed Development on the owner's land. Its inclusion means that temporary possession, which is only required for a short period, but which may be required at a future date, can be taken for the required purpose and the landowner is then able to reuse the land until that land is again required by the Applicant.</p> <p>In accordance with precedented DCOs that have been made by the Secretary of State (SoS), the Applicant cannot remain in temporary possession beyond '<i>one year beginning with the date of final commissioning of the part of the authorised development</i>' (see article 33(4)(a)). Affected landowners are entitled to compensation for loss or damage in accordance with article 33(6).</p> <p><b><u>Street works</u></b></p> <p>The main plots subject to temporary possession are highway plots. The Applicant would not take control of any part of the highway without complying with the relevant street work articles in Part 3 of the dDCO. In summary:</p> <ul style="list-style-type: none"> <li>Article 11 and Schedule 4 set out streets subject to street works</li> </ul>

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	<ul style="list-style-type: none"> <li>Article 13 and Schedule 5 set out the streets subject to alterations</li> <li>Article 15 and Schedule 6 set out streets to be temporarily closed to restricted; and</li> <li>Article 16 and Schedule 7 set out means of access that are proposed to be improved</li> </ul> <p>The temporary possession powers are included to suspend any other rights that may affect the land, including unknown rights. This is required because some highways are still unregistered land and so unknown interests may exist.</p>
(a).5	<p><b>Item:</b> <i>To explain how the CA/TP powers sought in the draft Development Consent Order (dDCO) are compatible with human rights tests.</i></p> <p><b>Response:</b></p> <p>The Applicant has set out its approach to human rights in section 14 of the SoR <a href="#">[APP-014]</a>. There are three relevant provisions of the European Convention on Human Rights (ECHR)<sup>4</sup>.</p> <p>Article 1 of the ECHR First Protocol protects the right of everyone to peaceful enjoyment of their possessions. Article 8 protects the right of the individual to respect for his private and family life, his home and his correspondence. These are qualified rights; no one can be deprived of their possessions or face interference with their right to privacy except in the public interest. The interference must be a proportionate impact and strike a fair balance between the general interests of the public and the individuals rights. The Applicant has met this test for both Article 1 and 8 by meeting the compelling case test set out in s122 of the PA 2008. The tests are met by virtue of:</p> <ol style="list-style-type: none"> <li>1) The significant policy support for the Proposed Development and the public benefits, as set out in the SoR, outweigh the interference.</li> <li>2) Any person affected by the exercise of compulsory acquisition powers or by the exercise of temporary possession, may be entitled to compensation.</li> <li>3) No residential properties are subject to powers of compulsory acquisition, significantly limiting the level of impact.</li> </ol> <p>ECHR Article 6 entitles those affected by compulsory powers to a fair and public hearing. This is currently available to affected persons who have the chance to respond to the ExA's Rule 17 Letter <a href="#">[PD-010]</a>, to make a written submission in response to each of the topics and points of clarification listed in the agenda for the CAH. They will also be able to comment on any submissions received in response to the Rule 17 Letter at Deadline 4.</p>

<sup>4</sup> Convention for the Protection of Human Rights and Fundamental Freedoms, Rome, 4.XI.1950 (European Treaty Series No. 005).

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	<p>An affected person can request and attend a CAH if held by the ExA. They have also been able to take part in the examination process from the start, which includes scrutiny of any powers of compulsory acquisition or other compulsory powers, to ensure that they are justified and proportionate. The Applicant already has an agreement for lease with the main landowners and would not expect to exercise compulsory powers unless necessary.</p>
(b).1	<p><b>Item:</b> <i>Affected Persons (APs) to set out any outstanding matters of concern, including any resolution/negotiations sought to resolve concerns.</i></p> <p><b>Response:</b></p> <p>The Applicant is only aware of one objection to its compulsory acquisition powers which is from 12 Property FE Limited. This affected person has a qualified freehold title to mines and minerals in respect of plots 1-26, 1-33, 1-35, and 1-38 as shown in the Land Plans <a href="#">[AS-007]</a>.</p> <p>As set out in previous responses (the Applicant's Response to Relevant Representations (ARRR) <a href="#">[REP1-002]</a>) or the Applicant Response to ExA Questions (AREQ-1), <a href="#">[REP2-010]</a> (see Q12.0)), the impacts on these plots (subject to permanent acquisition) has been carefully considered.</p> <p>The Applicant has incorporated Parts 2 and 3 of Schedule 2 (minerals) to the Acquisition of Land Act 1981 (the Mineral Code) into the dDCO. The affected party would need to provide notice of its desire to extract mines and minerals at which point the Applicant can respond. If the Applicant rejects the proposal to mine beneath the Proposed Development, the affected party has the right to compensation. This approach has been adopted on several made DCOs, including the Oaklands Farm Solar Park Order 2025 (article 31) and East Yorkshire Solar Farm Order 2025 (article 48).</p> <p>For any land required for the authorised development, e.g. subsoil needed for Work No 1 - Solar PV infrastructure mounting structures, or for Work No. 3 electrical cables, the Applicant would seek to acquire the necessary land using compulsory powers owing to the uncertainty around the ownership of the subsoil. Any party with an interest would be entitled to make a claim for compensation (settled by Upper Tribunal).</p> <p>The affected person has a "qualified" title at HM Land Registry which is limited to mines and minerals. This means that there is significant uncertainty around what the affected person owns and it is not reasonable to assume that they automatically own all subsoil (including organic soil) in the above plots. The affected person cannot guarantee that there are no other subsoil owners with superior rights. The title confirms that interests pre-2018 may still bind the land and so the possibility remains that another party may come forward with interests. Because of the potential unknown interests, powers of compulsory acquisition are the only way for the Applicant to acquire the interests it requires, and to</p>



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	<p>successfully implement the Proposed Development. However, the affected person would still be entitled to compensation (should they be able to prove the extent of their ownership).</p> <p>Notwithstanding the above, the Applicant has met with the affected person's legal representative who has advised that they would like the Applicant to pursue negotiations with them, despite the uncertainty around the extent of the interest, and the likelihood of there being superior owners in title. The Applicant has requested evidence of the specific mines and minerals owned and capable of being transferred. The Applicant has also requested confirmation on how compensation is to be calculated. Discussions continue and the Applicant will provide an update to the ExA prior to the close of examination. A detailed account of engagement to date is set out in the Land and Negotiations Tracker [D3.2].</p> <p>For the avoidance of doubt, and subject to the receipt of further evidence, the Applicant remains of the view that compulsory acquisition powers are the only way the Applicant can adequately acquire these interests which are required for the delivery of the Proposed Development, as compulsory powers will override third party / other interests and can transfer land in uncertain ownership.</p>
(c).1	<p><b>Item:</b> <i>Update on negotiations relating to Protective Provisions.</i></p> <p><b>Response:</b></p> <p><u>United Utilities (UU):</u></p> <ul style="list-style-type: none"> <li>• Plots: 2-07, 2-11, 4-01, 4- 02 (Temporary possession)</li> </ul> <p>UU has confirmed the presence of apparatus (a water main) in the above highway plots subject to temporary possession. The Applicant has written to UU on several occasions, before and after submission.</p> <p>UU confirmed in its Relevant Representation <a href="#">[REP1-004]</a> that it sought protective provisions. UU subsequently provided the Applicant with its preferred protective provisions on 11 August 2025.</p> <p>The Applicant responded on 28 August explaining that UU's preferred provisions reflected the Hynet Carbon Dioxide Pipeline DCO, and they were project specific provisions reflecting a significantly more complicated scheme which impacted UU far greater than the Proposed Development.</p> <p>The Applicant has advised UU that the dDCO <a href="#">[REP2-004]</a> already contains protective provisions on behalf of water and sewerage undertakers, at part 3 of Schedule 12 of the dDCO. The Applicant asked UU to confirm its specific concerns with the standard protective provisions so the</p>

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	<p>position could be considered further. The Applicant followed up this request on 12 September 2025 but still no response was received. A further request for confirmation was sent by the Applicant on 25 September 2025.</p> <p>Notwithstanding the lack of response from UU, the Applicant is confident that the standard provisions on behalf of water and sewerage undertakers provide the necessary and proportionate protection required by UU in this instance.</p>
(d).1	<p><b>Item:</b> <i>Seek clarity on the implications of further negotiations on the dDCO, including timescales.</i></p> <p><b>Response:</b></p> <p>The Applicant does not expect any negotiations to impact the dDCO <a href="#">[REP2-004]</a>.as, at this stage, any agreements would be private to avoid impacting the examination timetable.</p> <p>As explained earlier, the Applicant is progressing a voluntary agreement with Vantage RE, as the owner/operator of the Wind Farm, which the Applicant expects to conclude before the end of the examination. The Applicant will keep the ExA informed of progress through the examination. As explained above, the Wind Farm's turbines and substation are not included in the scope of powers of the dDCO.</p> <p>With regards to UU, the Applicant is waiting for a response from UU on the specific issues that UU would like to be incorporated into protective provisions. The Applicant is confident that the standard provisions on behalf of water and sewerage undertakers provide adequate protection for UU.</p> <p>With regards to 12 Property FE Limited, the Applicant is currently awaiting further evidence of ownership and confirmation on how compensation is to be assessed.</p>



