



Pearmtree Hill Solar Farm

Summary of Applicant's Oral Submissions at the Compulsory Acquisition Hearing 1 (CAH1)

Application Document Ref: EN010157/APP/8.20

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1 Introduction

1.1 Background

- 1.1.1 This document summarises the oral submissions made on behalf of RWE Renewables UK Solar and Storage Limited (the **Applicant**) at the CAH1 on 21 October 2025 in relation to the Applicant's application for development consent for the Peartree Hill Solar Farm (the **Proposed Development**).
- 1.1.2 This document does not purport to summarise the oral submissions made by other parties at the CAH1 and references to submissions made by other parties are only included to give context to the Applicant's submissions in response. Where the comment is a post-hearing comment submitted by the Applicant, this is indicated.
- 1.1.3 This document uses the headings for each item in the agenda published for CAH1 by the Examining Authority on 13 October 2025 **[EV5-001]**.

1.2 Agenda item 1 – Welcome, introductions and arrangements for the hearing

- 1.2.1 The Applicant was represented at the CAH1 by Mustafa Latif-Aramesh, TLT LLP, Partner and Parliamentary Agent (**MLA**). The following persons were also introduced to the Examining Authority (**ExA**):
 - 1.2.1.1. Rosalyn Gledhill, Associate Land Officer at Ardent (**RG**)
 - 1.2.1.2. Michael Greslow, DCO Project Manager at RWE (**MG**)

1.3 Agenda item 2 - The applicant's case for CA and TP

The ExA will ask the applicant to briefly present and justify its case for CA and TP, including addressing the following matters:

Identification of the powers sought and their purposes

- 1.3.1 MLA proposed to take the identification of the powers sought, and the relevant provisions of the **draft Development Consent Order (DCO) [REP3-005]** together given how integrally linked they are before moving onto other factors. He explained that the Applicant is seeking powers of compulsory acquisition of the freehold of land, shown in pink on the **Land Plans**, the most recent version of which is **[REP3-004]**. MLA noted that the Applicant is also seeking compulsory acquisition of rights and imposition of restrictive covenants over the land shown in blue on the Land Plans, noting that the Applicant will be also

able to take temporary possession of the land shown in blue or pink. Whereas land shaded green is only subject to temporary possession.

- 1.3.2 Schedule 8 of the **draft DCO [REP3-005]** sets out the purpose for which rights may be compulsorily acquired in the 'blue' land. Broadly, this is to create rights of access to the Proposed Development and to create rights to install, use and maintain the underground grid connection cables. Schedule 10 of the draft DCO provides the purposes for which temporary possession may be taken over the 'green' land shown on the **Land Plans [REP3-004]**. This land is required to be used to facilitate the construction of the Proposed Development, and in connection with temporary works, such as construction compounds.
- 1.3.3 The purpose for which compulsory acquisition powers are sought is also set out in detail in Appendix A of the **Statement of Reasons [REP3-007]**. This appendix goes through the plots referred to in the **Book of Reference [REP3-009]** and sets out the purpose of the acquisition with reference to the Work Numbers that are set out in Schedule 1 to the **draft DCO [REP3-005]**. The status of negotiations with landowners in relation to these plots is set out in the **Statement of Reasons Appendix B Land and Rights Negotiation Tracker [REP3-013]**.
- 1.3.4 The relevant power in the **draft DCO [REP3-005]** relating to compulsory acquisition is Article 22 (compulsory acquisition of land), which is subject to Article 24 (time limit for exercise of authority to acquire land compulsorily), Article 25 (compulsory acquisition of rights), Article 33 (temporary use of land for carrying out the authorised development) and Article 35 (statutory undertakers).
- 1.3.5 This structure, and the powers sought, are well-established and precedented for solar DCOs. Whilst each project must justify the inclusion of the particular powers, the Applicant considers that it has done this and that the circumstances of other projects who have included these powers are no different from those which apply to the Proposed Development.

How the relevant tests under PA2008 (including s122, s123, s132, s127 and s138) and Department for Communities and Local Government guidance related to CA would be met

Section 122 – Purpose for which CA may be authorised

- 1.3.6 MLA explained that section 122 of the PA 2008 provides the legislative context of allowing the authorisation of compulsory acquisition powers through DCOs. Section 122 sets out the purpose for which land may be compulsorily acquired, being that the Applicant needs to demonstrate that the land is required for the authorised development or is required to facilitate or is incidental to the authorised development.
- 1.3.7 Appendix A of the **Statement of Reasons [REP3-007]** sets out the purpose for each of those plots by reference to the relevant works package of the authorised development, and therefore the Applicant considers the statutory test is met for those plots.

- 1.3.8 Section 122(3) of the PA 2008 requires that there is a compelling case in the public interest for the land or rights over land to be acquired compulsorily. This case is set out in section 7.8 of the **Statement of Reasons [REP3-007]**.
- 1.3.9 MLA set out that the Applicant considers that it has demonstrated that there is a compelling case in the public interest for the Proposed Development as this is a nationally significant infrastructure project (NSIP) for renewable energy. The public interest in the Proposed Development includes the decarbonisation of the UK energy sector and the national electricity grid, as well as meeting the Government's net zero ambitions. National Policy Statement (NPS) EN-1 sets out the need to decarbonise the UK's energy sector by 2035 and to reach net zero by 2050. The Government's recently issued Clean Power 2030 Action Plan (December 2024) further demonstrates that the UK needs to move faster towards its decarbonisation and net zero goals.

Section 123 – Land to which authorisation of CA can relate

- 1.3.10 In relation to Section 123, and as set out in paragraph 20 of the guidance, MLA noted that a DCO may only contain a provision authorising compulsory acquisition of land if one of the conditions set out in section 123(2)–(4) are met. These are that:
- 1.3.10.1. pre-application consultation has been appropriately carried out;
 - 1.3.10.2. the Infrastructure Planning (Compulsory Acquisition) Regulations 2010 have been followed; or
 - 1.3.10.3. landowner consent has been provided.
- 1.3.11 The Applicant confirms that all compulsory acquisition powers sought in the **draft DCO [REP3-005]** fall into one of these categories.
- 1.3.12 The Applicant notes that the changes accepted as part of the **Change Request 2 – Change Application [REP2-149]** engaged the Infrastructure Planning (Compulsory Acquisition) Regulations 2010. The Applicant is currently consulting on these, following the ExA's acceptance **[PD-011]**. The consultation is due to finish on 29 October 2025.
- 1.3.13 MLA confirmed that more than 80% of the land needed for the Proposed Development has reached voluntary agreement with the relevant landowners. The Applicant continues to engage with landowners where CA powers are sought and is confident that further agreement will be reached.

Section 132 – Commons, open spaces etc. CA of rights over land

- 1.3.14 MLA noted that the Applicant's consideration of Section 132 is set out in detail at section 10 of the **Statement of Reasons [REP3-007]**. Section 132 of the PA 2008 applies to the compulsory acquisition of any rights over land forming part of a common

- 1.3.15 The Applicant is seeking the permanent acquisition of rights over plots 13-6, 13-8, 14-1 and 14-3 which lie within Figham Common. The land required by the Applicant is required as part of the grid connection cable route for the installation of electrical underground cables and ancillary apparatus and to construct, protect, operate, alter, access and maintain such works. In addition, in order to protect the cables a number of restrictive covenants are sought to prevent activities on the surface which would endanger the underground cables. The Applicant considers that the imposition of these restrictive covenants and acquisition of rights would be entirely consistent with and would not restrain the current use of the land. The tests in s132(3) are therefore met. MLA noted that this position has not been objected to by the local planning authority, or the Pasture Masters.

Section 127 - Statutory undertakers' land and Section 138 - Extinguishment of rights, and removal of apparatus, of statutory undertakers etc.

- 1.3.16 MLA set out that, as summarised at paragraphs 13 and 14 of the guidance, section 127(2) of the PA 2008 places restrictions on the compulsory acquisition of land held by Statutory Undertakers for the purposes of their undertaking. Where the land falls into the description set out in that section and a Statutory Undertaker makes a representation, the Secretary of State will need to be satisfied that:
- 1.3.16.1. the land can be purchased and not replaced without serious detriment to the carrying on of the undertaking; or
 - 1.3.16.2. if purchased, it can be replaced by other land belonging to, or available for acquisition by, the undertaker without serious detriment to the carrying on of the undertaking.
- 1.3.17 MLA noted that the Applicant intends to go through the status of negotiations with Statutory Undertakers and their interests in the Proposed Development under agenda item 5. He confirmed that that there have been discussions with all relevant Statutory Undertakers about the proposed permanent compulsory acquisition and compulsory acquisition of rights.
- 1.3.18 MLA emphasised that the Applicant considers that the Statutory Undertakers will not suffer serious detriment to the carrying on of their undertaking as a result of the compulsory acquisition of the land or as a result of the acquisition of rights over land. The tests set out in sections 127(3) and 127(6) of the PA 2008 are therefore satisfied.
- 1.3.19 In relation to Section 138 of the PA 2008 applies if a DCO authorises the acquisition of land (compulsorily or by agreement) and there subsists over the land a 'relevant right', or there is 'relevant apparatus' on, under or over the land.
- 1.3.20 In those circumstances, section 138(4) of the PA 2008 sets out that, a DCO may only include provision for the extinguishment of the relevant right, or the removal of the relevant apparatus, if the Secretary of State is satisfied that the

extinguishment or removal is necessary for the purpose of carrying out the development to which the DCO relates.

- 1.3.21 In line with appendix A of the **Statement of Reasons [REP3-007]**, the Applicant therefore considers that the test set out in section 138 of the PA 2008 is satisfied.

The applicant's strategy/ criteria for determining whether to seek powers for CA of land, CA of rights or TP of land.

- 1.3.22 MLA set out that the Applicant's strategy has considered how the Proposed Development will be constructed and operated and has sought to acquire the minimum amount of land necessary to construct, operate and maintain and decommission the Proposed Development. Wherever practicable, compulsory acquisition of rights has been sought instead of compulsory acquisition of the freehold, that being a lesser power, and similarly where temporary possession powers are sufficient, for example, in respect of construction compounds, then only temporary possession powers are being sought rather than permanent rights.

- 1.3.23 Generally, the Applicant has taken a twofold process:

1.3.23.1. first, internal multidisciplinary workshops to investigate and consider the extent to which land is necessary in response to representations made; and

1.3.23.2. secondly, external consultation with stakeholders, both formally and informally, which continue and have influenced refinements made to the Order Limits.

- 1.3.24 MLA explained that the Applicant has sought powers in relation to these which reflect its engagement process, and also sought to reflect the level of design detail available at this stage of development

- 1.3.25 More specifically on the strategy, where the Applicant is electing to use compulsory acquisition powers, there are broadly 5 categories of land use:

1.3.25.1. Permanent acquisition of land for the solar arrays or mitigation

1.3.25.2. Permanent acquisition of rights for the cable corridors

1.3.25.3. Permanent acquisition of rights for maintenance and other operational reasons

1.3.25.4. Temporary possession of land for construction compounds

1.3.25.5. Temporary possession of land for ancillary construction purposes

- 1.3.26 Where the use of the land in connection with the project would entail what is termed a deprivation of someone's beneficial interest in the land, the Applicant

has sought to include outright acquisition powers. This means, for example, land required for the solar arrays, or new accesses, is treated as “pink land”.

- 1.3.27 MLA noted that the ExA will be aware that the Applicant has set out its position on why temporary possession powers are not suitable for solar arrays in response to Question 1.3.1 in **[REP1-073]**. The Applicant does not consider it would be reasonable or appropriate to pursue temporary possession powers as a means of assembling the land, in preference to compulsory acquisition. It would be an unprecedented approach to seek powers of temporary possession over land for a period of up to 40 years for the reasons explained in the ExA WQ response **[REP1-073]**. The Applicant does not consider that 40 years can fairly be characterised as a temporary period within the context of the temporary possession provisions of an Order granting development consent. The result would be to deprive landowners of the beneficial use of the land for the whole of that period.
- 1.3.28 MLA confirmed that the Applicant has carefully considered the compulsory acquisition of rights could be sought. For example, in relation to cable corridors, the land need only be accessed for relatively minor and de-minimis maintenance purposes. In those circumstances, it would not be appropriate to acquire the land, but nor would it be appropriate to rely on temporary possession powers which would expire in the time period set out in the **draft DCO [REP3-005]**.

Consideration of alternatives to CA/ TP.

- 1.3.29 MLA noted that the application set out the site selection process and the Applicant's approach to alternatives in identifying the principal areas of the Site and the grid connection cable route corridor, as well as consideration of the different types of solar PV systems technology. This options process considered the impact on landowners, and the attempt to minimise the use of compulsory acquisition powers.
- 1.3.30 In particular, **Environmental Statement (ES) Volume 1, Chapter 4: Alternatives and Design Iteration [APP-040]** sets out the Applicant's approach to alternatives and how the design has developed having regard to environmental and other factors. The Site Selection Assessment at Appendix 2 to the **Planning Statement [REP3-016]** demonstrates a consideration of the relevant policy and its applicability to the early site selection process that the Applicant has undertaken.
- 1.3.31 MLA explained that the Applicant has also sought powers which are the lightest form of interference which is consistent with those required for the Proposed Development. We have covered this point earlier, but as the ExA will know, the Applicant has also sought to reduce powers to temporary possession only where the relevant land is only required for the construction period. The Applicant has reconsidered the need for permanent acquisition of rights in respect of plots 2-7 and 2-8.

Human rights consideration

- 1.3.32 In relation to human rights considerations, MLA acknowledged that the exercise of compulsory acquisition and temporary possession powers would engage the human rights of the persons with an interest in land.
- 1.3.33 In particular, Article 1 of the ECHR First Protocol protects the right of everyone to peaceful enjoyment of their possessions. Article 8 of the Convention protects the right of the individual to respect for his private and family life.
- 1.3.34 Article 1 of the First Protocol and Article 8 are qualified rights. This means that interference with those rights can be justified in certain circumstances. The other relevant right which is engaged in this context is Article 6, which relates to the right for a fair hearing is also potentially engaged.
- 1.3.35 The Applicant considers that the purposes for which it seeks powers of compulsory acquisition and temporary possession are legitimate and sufficient to justify interfering with the human rights of those with an interest in the affected land. It considers that:
- 1.3.35.1. There is a compelling case in the public interest for the compulsory acquisition powers for the reasons explained earlier.
 - 1.3.35.2. All affected persons will have the right to be heard by the Examining Authority and that relates to the right for a fair hearing under Article 6.
 - 1.3.35.3. Any decision to authorise the use of compulsory purchase and temporary possession powers will be in accordance with the law.
 - 1.3.35.4. The interference with human rights is proportionate and justified.
- 1.3.36 MLA explained that the Applicant recognises that the Proposed Development may have an impact on individuals but considers that the significant public benefits that will arise from the Proposed Development, outweigh any harm to those individuals. The **draft DCO [REP3-005]** strikes a fair balance between the public interest in seeing the Proposed Development proceed (which is unlikely to happen in the absence of the DCO authorising CA) and the interference of private rights which may be affected by the compulsory acquisition.
- 1.3.37 MLA noted that there are detailed agenda items relating to Albanwise, as well as the acquisition of plots relating to the highway works, passing places so will address those aspects further at that point.

The ExA may ask questions in relation to the applicant's case for CA and TP.

- 1.3.38 In response to submissions made on behalf of Albanwise Limited, MLA confirmed that the Applicant's approach to introducing the changes in **Change Application (September 2025) [REP2-149]** complied with statutory

requirements and the suggested timetable set out at section 11.2 of this document is appropriate.

- 1.3.39 MLA expressed his agreement with the ExA's response to Albanwise that the proper procedure had been followed in the arrangement of this CAH1, and that there was the potential for further representations if necessary. MLA then presented the following points in response to Albanwise's submissions.
- 1.3.40 MLA refuted Albanwise's claim that the Applicant was attempting to undermine the legal requirements under regulation 11(2) of the Infrastructure Planning (Compulsory Acquisition) Regulations 2010. He explained that the power to hold a meeting under this provision is discretionary, and more often than not this meeting is not held. MLA stated that Albanwise was attempting to reverse this presumption. MLA then emphasised that this change to the application was not a sudden decision, but instead part of a wider consultation exercise. The Applicant has been engaging in discussions with Albanwise since 2024. MLA then pointed to the ExA's Procedural decision following the Applicant's request to make changes to the application **[PD-011]** and noted the ExA had set out their satisfaction with the consultation process "...having carefully considered the responses of consultees around the consultation process, the ExA is satisfied that the applicant has undertaken adequate consultation and engagement for the purposes of submitting the formal change request"
- 1.3.41 MLA also disagreed with Albanwise's claim that the programme proposed by the Applicant in section 11.2 of the **Change Application (September 2025) [REP2-149]** demonstrates an unacceptable level of streamlining. MLA pointed out that the current consultation reforms on NSIPs contain a proposed fast-track procedure for projects, and contains significantly shorter timelines, demonstrating that the timetable proposed by the Applicant is not as alarming as Albanwise claimed.

1.4 Agenda item 3 - Site-specific issues for the applicant

The ExA will ask the applicant:

to provide an update on the progress of negotiations with APs and the timescale for their conclusion.

- 1.4.1 RG explained that as set out in the **Statement of Reasons Appendix B Land and Rights Negotiations Tracker [REP3-013]**, the Applicant is seeking compulsory acquisition powers to permanently acquire 723 HA of land, 160 HA of land for permanent rights and 9 HA of land for temporary possession.
- 1.4.2 Of the total Order Limits, 81% of the land is required for permanent acquisition as shown by the pink shading on the **Land Plans [REP3-004]**. This is the land required for the solar array and any associated infrastructure. As set out in document **Statement of Reasons Appendix B Land and Rights Negotiations Tracker [REP3-013]**, voluntary agreements with Affected Parties are in place for over 80% of this land in the form of option agreements.

- 1.4.3 Permanent acquisition of rights is sought for 18% of the Order Limits, this is largely required for the easements needed for the 132kV grid cable connection. As set out in the **Statement of Reasons Appendix B Land and Rights Negotiations Tracker [REP3-013]**, Heads of Terms have been issued to all land interests where rights are sought in November 2024 and the Applicant has had discussions with all of these Affected Parties.
- 1.4.4 RG confirmed that, to date of these Affected Parties, five have agreed terms in principal and the Applicant has received three signed cable option and easement Heads of Terms signed by the Affected Parties and the legal agreements are expected to be completed by the end of the examination.
- 1.4.5 RG added that she had recently been informed that the Agents acting for many of the remaining Affected Parties have created a Land Interest Group (**LIG**) to collaborate and agree common terms. As such, the Applicant anticipates for these Heads of Terms to be agreed shortly. The Applicant will update the **Statement of Reasons Appendix B Land and Rights Negotiations Tracker [REP3-013]** in due course to reflect this.
- 1.4.6 RG confirmed that discussions with the other cable easement Affected Parties and their appointed Agents is ongoing, and the Applicant is in regular contact to try and negotiate and agree Heads of Terms with them.
- 1.4.7 RG emphasised that active discussions would continue with these parties to try and conclude and agree as many as possible of these Heads of Terms. This will continue after the examination ends to try and secure voluntary option and easement agreements with the Affected Parties.
- 1.4.8 RG explained that temporary possession is required for less than 1% of the Order Limits. Heads of Terms and/or licenses have been issued to the Affected Parties and these are being progressed. The Applicant will update document **Statement of Reasons Appendix B Land and Rights Negotiations Tracker [REP3-013]** in due course to reflect this.
- 1.4.9 The ExA queried whether the Applicant had seen the recent submissions from landowners, MLA confirmed that the Applicant had, and that given the regular contact with these landowners, the Applicant was aware of the issues raised in the submissions ahead of their publication.
- about negotiations and matters arising from written and oral submissions, including around Plots 2-6, 2A-4, 2A-5 and 6-7.***
- 1.4.10 MLA set out that plot 2-6, (similar to plots 2-3, 2-4, 2-5, 2-9, 2-10 and 2-11) is required for the provision of passing places and/or highway widening along Meaux Lane. Permanent acquisition of the land is required to enable the passing places and widening to be constructed and permanently retained for adoption by the Highways Authority.
- 1.4.11 East Riding of Yorkshire Council via a meeting with the Applicant held on 19 February 2024, as summarised in Table 14-1 of **ES Volume 2, Chapter 14: Transport and Access [REP2-081]**, “the majority of widening and new

passing places that are constructed to East Riding of Yorkshire Council standards will likely be retained for adoption by the Highway Authority following construction.”

- 1.4.12 This requirement is reflected in the **Design Parameters Document [REP3-018]** which requires that “Surfacing of any passing places on public highways will be in accordance with the Department for Transport’s Manual for Streets and ERYC adoption standards to enable these areas to be adopted by ERYC as Local Highway Authority.”
- 1.4.13 In order to comply with this requirement for the highway works, land is required to ensure that at the locations identified, the width of the highway measures between 7.5-8m (wide enough for two HGVs to safely pass each other). The Applicant has been diligent in basing these on the assessment contained in Appendix 4 of **ES Volume 4, Appendix 14.1: Transport Assessment [APP-138]**.
- 1.4.14 In relation to the passing places, the maximum extent of land required would measure approximately 3.5m wide by 40m in length. However, at this stage of design, an indicative boundary has been utilised. This will be refined at the detailed design stage, and the Applicant would highlight that the parameter for the passing places is secured under the **Design Parameters Document [REP3-018]** (“Passing places will be 20m in length with the provision of 10m tapers at each end”) ensuring the works are delivered in accordance only with what is necessary.
- 1.4.15 MLA confirmed, in response to queries from the ExA, that the whole of plot 2-6 will not necessarily be used. The detailed design of the passing place would comply with the design parameters and the **draft DCO [REP3-005]** includes provision for compensation, further safeguarding the interests of landowners. The ExA queried what land constituted plot 2-6. RG confirmed that there is a small area in the north of plot 2-6 which is garden land.
- 1.4.16 **Action 1:** Identify any plots which comprise garden land associated with a residential dwelling.
- 1.4.17 **Post-hearing note:** The Applicant confirms that the description for Plot 2-6 in the **Book of Reference [EN010157/APP/4.2 Revision 8]** has been updated, for Deadline 4, to reflect that part of this plot is garden. The total area of plot 2-6 is 441 square metres. Of that, 79 square metres comprises garden land. The Applicant has carried out a review and can confirm there are no other plots that comprise garden land in the Order Limits.
- 1.4.18 In response to the ExA’s queries on the impact of this, MLA explained that the approach taken in the multi-disciplinary consideration of the Proposed Development took a broad approach to the application of human right considerations and Articles 1 and 8 of the ECHR were applied with a broad approach to the right of the individual to respect for his private and family life so the Applicant is confident that the conclusions of the human rights considerations are robust.

- 1.4.19 The ExA queried what further engagement the Applicant has had with the landowner of plot 2-6 since deadline 2. MLA confirmed that the Applicant issued additional heads of terms a few weeks ago in relation to plots 2-6 and 2-5 and the Applicant is awaiting a response. MLA added that there is an agreed options agreement with the landowner that relates to different plots. The Applicant is seeking to align the position of plots 2-6 and 2-5 with these.
- 1.4.20 In relation to plots 2A-4, 2A-5 and 6-7, MLA confirmed that the Applicant was actively engaging with Albanwise and some productive progress is being made. These talks highlighted Albanwise's outstanding concerns.
- 1.4.21 MLA noted that the geometry of plot 2A-5 was designed as the Applicant was led to believe that Albanwise did not have a fixed layout and there could be optimisation of their proposed site. The Applicant's understanding was that there could be such variations. The Applicant therefore wanted to maintain the flexibility that any shared access track would align with the proposals for Albanwise's solar farm layout. Albanwise has now said that no such change is proposed.
- 1.4.22 The Applicant, as a result of these discussions, has shared a requirement which governs the co-operation between the Applicant and Albanwise in the use of the access route. This mechanism provides statutory comfort to Albanwise of the protection of their developments - Field House and Carr Farm Solar Farms. The specific drafting proposed was shared with Albanwise on 17 October 2025.
- 1.4.23 This approach to manage interfacing projects is preceded in The Thurrock Flexible Generation Plant Development Consent Order 2022 which provided assurance to National Highways in relation to their Lower Thames Crossing scheme and The Portishead Branch Line (MetroWest Phase 1) Order 2022 which included a co-operation requirement with National Grid.
- 1.4.24 MLA confirmed that the Applicant has not yet had comments on this proposal but is confident that the drafting addresses the points raised by Albanwise and should provide comfort to Albanwise. The Applicant committed to including this drafting in the next iteration of the **draft DCO [EN010157/APP/3.1]** to be submitted into examination. The Applicant confirmed, at the ExA's request, that this requirement would be added at the end of the relevant section to minimise disruption to numbering.
- 1.4.25 In response to questions around the need for using plot 2A-5, when the access track could be placed solely in plot 2A-4, MLA noted that the Applicant's preference was formed following feedback received during consultation on the proposed change, including from residents at Field House Farm, the Applicant is now proposing to route construction vehicles across plot 2A-5, before rejoining the existing access track within plot 2A-4.
- 1.4.26 The ExA noted that the environmental effects if plot 2A-4 was used was considered to be not significant. The Applicant agreed but noted that the use of plot 2A-5 constituted a greater improvement to this scenario.

- 1.4.27 This would mean that a greater separation between construction vehicles accessing the Proposed Development and the properties at Field House Farm would be maintained than if the northern section of the existing access track was used instead.

to what extent rights of access for properties associated with Field House Farm (Plots 2A-4 and 6-7 as shown in Part 3 of the Book of Reference (BoR)) would be affected.

- 1.4.28 MLA explained that this relates to the Applicant's comfort in offering the co-operation requirement to Albanwise. The track would be situated at the southern point of the field in plot 2A-5. It would minimise disruption to the properties associated with Field House Farms. It was agreed that points on cumulative assessment would be addressed in detail at the Issue Specific Hearing 2, as an agenda item on this was scheduled.
- 1.4.29 **Action 2:** Clarify the reason why the Cumulative Effects Assessment at entry 10 of Table 15-8 (pg 67) **[REP2-083]** suggests a potential overlap in construction programmes for the proposed development and Field House Solar Farm in the Landscape and Visual column but no such overlap in the Transport and Access column
- 1.4.30 **Post-hearing note:** The Applicant confirms that the Transport and Access cumulative assessment text for other development ID10 (**page 67 of ES Volume 2, Chapter 15: Cumulative Effects [REP2-083]**) has been updated to include an assessment as the construction phases of the two developments do overlap. This change has been captured in the **ES Addendum [EN010157/APP/8.2 Revision 6]** submitted at Deadline 4.
- 1.4.31 MG confirmed that the Applicant's approach is for the construction traffic to route construction vehicles across plot 2A-5, before rejoining the existing access track within plot 2A-4.
- 1.4.32 This would mean that a greater separation between construction vehicles accessing the Proposed Development and the properties at Field House Farm would be maintained than if the northern section of the existing access track was used instead.
- 1.4.33 **Post-hearing note:** the separation is, in the Applicant's view justified, on the basis of the request of the tenants of the adjoining property. Those tenants include [REDACTED], and the separation would address concerns around the proximity to construction traffic.
- 1.4.34 MLA confirmed that the Applicant will continue to seek voluntary agreement with Albanwise. However, in the unlikely event that agreement is not reached then there is the fallback position of using the full length of the private track off the A1035 (plots 2A-4 and 6-7). The Applicant is mindful of the need to ensure that the use of the access is sensitive to existing users. The Applicant will work with the relevant stakeholders, including the occupiers of these properties, to manage access with a view to minimising potential conflicts. MG confirmed that there no impact was expected for the existing accesses of these users.

whether access off Meaux Lane as originally proposed would be preferable to the A1035 arrangement under Change 9 given the potential complications, and any potential/ implications for reverting to that scenario.

- 1.4.35 The ExA queried whether reverting to the original application proposal of using Meaux Lane would trigger requirements under the Infrastructure Planning (Compulsory Acquisition) Regulations 2010. MLA offered to come back on this point in writing if requested. He also raised concerns that given the existence of reasonable alternatives, reverting to the original proposal, would complicate the argument supporting the acquisition of land.
- 1.4.36 MG then raised the issue of resilience. He noted that Meaux Lane is heavily used and was partially closed last week. The proposed change is considered beneficial as the addition of an alternative access and removal of the northernmost access off Meaux Lane would reduce the number of traffic movements on Meaux Lane by approximately 25% for traffic accessing Land Area E and 50% for traffic accessing Land Area D.

regarding the Land and Rights Negotiations Tracker (LRNT) [REP2-070], whether: certain information from [APP-025] (such as key correspondence and meetings) should be transposed into it and ongoing updates provided;

- 1.4.37 RG set out that, as part of the Rule 6 letter, the ExA requested that the Applicant prepare a summary position Land Rights Tracker to make reporting on the progress of negotiations easier. The ExA provided an example of what was required and that this would replace the Schedule of Negotiations. The Applicant prepared a **Statement of Reasons Appendix B Land and Rights Negotiations Tracker [REP1-014]** in the same format as requested. This includes a column setting out the status of the negotiations relating to the Land Rights noting if Heads of Terms are under discussion or if documentation is with solicitors for example. This tracker has been updated **[REP3-013]**, and will continue to be, through examination.
- 1.4.38 To support the Change Request 2, the Applicant prepared an updated **Statement of Reasons Appendix B Land and Rights Negotiations Tracker [REP2-070]** to include an additional column to show the key correspondence and meetings that had taken place specifically relating to the Change Request 2. This was to the same level of detail as the **Schedule of Negotiations and Powers Sought [APP-025]** at submission to show engagement on the specifics of Change Request 2 had been undertaken.
- 1.4.39 The additional column of detailed engagement on Change Request 2 was then deleted to return the tracker to the summary position once the Change Request was accepted **[REP3-013]**.
- 1.4.40 The Applicant is in regular discussions with Landowners and their Agents to reach agreement over the land rights required for the Proposed Development. MLA confirmed that if the ExA found it helpful, then the Applicant would be happy and able to add further details of negotiations to the **Land and Rights**

Negotiations Tracker. The ExA confirmed it would consider whether this detail was necessary.

- 1.4.41 RG also confirmed that the Applicant would continue to submit the **Statement of Reasons Appendix B Land and Rights Negotiations Tracker [REP3-013]** as an excel spreadsheet for ease of use.

statutory undertakers (SU) have been correctly identified (such as at entry 20, 21 and 53);

- 1.4.42 RG explained that the reason for two entries for East Riding of Yorkshire Council at Row 20 and 21 was to draw the distinction between the negotiations being undertaken on the plots for which the Beverley Pasture Masters have an interest i.e plots 13-6, 13-8 and 14-1.
- 1.4.43 Row 20 shows the position on negotiations with East Riding of Yorkshire Council whilst Row 21 the position on discussions with the Beverley Pasture Masters who are not Statutory Undertakers.
- 1.4.44 Line 53, Ineos Manufacturing (Hull) Limited. For completeness, Ineos have not submitted a representation, or objection, and so section 127 is not engaged in this circumstance. They are a SU because the Applicant understands that they operate a gas pipeline.
- 1.4.45 The ExA queried what other entries in this row related to and requested confirmation of who the Applicant is negotiating with in relation to land plots. MLA confirmed that the Applicant negotiates and engages with all parties and the Applicant would come back in writing with an explanation of the entries in the **Statement of Reasons Appendix B Land and Rights Negotiations Tracker [REP3-013]**.

any SUs are missing (such as Yorkshire Water Services);

- 1.4.46 RG explained that, as identified in the **Book of Reference [REP3-010]**, Yorkshire Water Services are occupiers of a number of plots in respect of apparatus. The **Statement of Reasons Appendix B Land and Rights Negotiations Tracker [REP3-013]** includes an update of negotiations for the land rights needed with the Freehold Owners and Lessees/Tenants only. Insofar as their apparatus is concerned, these are adequately addressed in the standard Protective Provisions in Part 1 of Schedule 12. RG confirmed that Yorkshire Water has not requested their own form of Protective Provisions.

it accurately reflects the Book of Reference in all cases (for example interests in Plot 16-5);

- 1.4.47 RG confirmed that plot 16-5 is shown both in the **Book of Reference [REP3-010]** as being in the ownership of both John Alderson Atkinson (line 24 of tracker) and also Ineos Manufacturing (Hull) Limited (Line 53 of the tracker) as they both have a freehold interest in the land. As such, separate land interest grants will be required from both parties.

- 1.4.48 **Action 3:** Clarify why, where there are occupiers listed in the BoR (for example in respect of Plot16-5) relevant plots are not listed in the **Land and Rights Negotiations Tracker (LRNT) [REP3-013]** alongside all of these occupiers.
- 1.4.49 **Post-hearing note:** The Applicant confirms that it has engaged with all landowners and occupiers in line with the statutory requirements under the Planning Act 2008 and compulsory acquisition guidance.
- 1.4.50 The LRNT, in line with the standard approach, only includes details of those with land interests and who are capable of granting the Applicant the relevant land or right, and the status of negotiation with these parties.
- 1.4.51 Where an SU has apparatus, the appropriate form of protection is the Protective Provisions (either via the general set, or bespoke provisions as set out at Schedule 12 of the **draft DCO [EN010157/APP/3.1 Revision 8]**). The Applicant has actively engaged with SUs on the need for Protective Provisions to ensure that relevant apparatus is appropriately protected.
- 1.4.52 In relation to occupiers, it would not be appropriate for the Applicant to negotiate directly with these parties as they are generally not able to grant land rights under the terms of their leases/tenancy agreements. It is the usual practice that landlords will negotiate terms with their tenants. However, the Applicant has engaged with all occupiers. As the occupiers are not able to negotiate variations to their leases/tenancy agreements, the Applicant has been continuing to engage with them as part of discussions with freeholders but does not anticipate any different agreements are required in relation to them.
- 1.4.53 **Action 4:** Clarify why not all plot numbers listed in **[APP-025]** are included in the **LRNT [REP3- 013]**.
- 1.4.54 **Post-hearing note:** The Applicant acknowledges that there are differences in the plot numbers included in the **Schedule of Negotiations [APP-025]** and the Deadline 3 version of the **LRNT [REP3-013]**. These changes are a result of each version being updated at each Deadline. The Applicant sets out the changes made at each deadline in red text for clarity. Changes made to plots and land interests have been due to:
- 1.4.54.1. corrections to errors;
 - 1.4.54.2. land interest changes that the Applicant identifies via periodic reviews;
 - 1.4.54.3. and changes as a result of the accepted Change Request 2.
- 1.4.55 An updated version of the LRNT has been submitted at Deadline 4 (**Land and Rights Negotiations Tracker [EN010157/APP/4.5 Revision 4]**) which accurately sets out the status of negotiations with those with land rights.

and it captures the status of negotiations with all APs, including lessees/ tenants or occupiers as necessary (for example entry 52 (and also check for spelling of the name)), and if not, the reasons for this.

- 1.4.56 The Applicant agreed to submit a written response explaining the approach taken.
- 1.4.57 **Action 5:** Clarify whether the **LRNT [REP3-013]** captures the status of negotiations with all affected persons, including lessees/ tenants and occupiers as necessary (for example entry 52) (and also check for the accuracy of the spelling of the name)).
- 1.4.58 **Post-hearing note:** As per the response to Action 3, the Applicant confirms that it has engaged with all landowners and occupiers in line with the statutory requirements under the Planning Act 2008 and compulsory acquisition guidance.
- 1.4.59 The LRNT, in line with the standard approach, only includes details of those with land interests and the status of negotiation with these parties.
- 1.4.60 Where an SU has apparatus, the appropriate form of protection is the Protective Provisions (either via the general set, or bespoke provisions as set out at Schedule 12 of the **draft DCO [EN010157/APP/3.1 Revision 8]**). The Applicant has actively engaged with SUs on the need for Protective Provisions to ensure that relevant apparatus is appropriately protected.
- 1.4.61 In relation to occupiers, it would not be appropriate for the Applicant to negotiate directly with these parties as they are generally not able to grant land rights under the terms of their leases/tenancy agreements. It is the usual practice that landlords will negotiate terms with their tenants. However, the Applicant has engaged with all occupiers. As the occupiers are not able to negotiate variations to their leases/tenancy agreements, the Applicant has been continuing to engage with them as part of discussions with freeholders but does not anticipate any different agreements are required in relation to them.
- 1.4.62 The Applicant also confirms that typographical errors have been corrected in the latest iteration of the **Statement of Reasons Appendix B Land and Rights Negotiations Tracker [EN010157/APP/4.5 Revision 4]**.

1.5 Agenda item 4 - Site-specific representations by APs

The ExA will ask any APs in attendance and wishing to speak to briefly set out any outstanding concerns in relation to CA/ TP for the land in which they have an interest that have not been addressed by the applicant.

The ExA may ask questions of APs about matters arising from written and oral submissions.

The applicant will be provided with a right of reply.

- 1.5.1 In response to submissions made on behalf of Albanwise Limited, MLA refuted the points raised. In response to the claim that the Applicant was raising new information - including the mechanism of a co-operation requirement to manage the interface of the developments, MLA noted that the Applicant did not consider any of this information to be new. All of these points had been discussed with Albanwise directly in a meeting last week. The specific drafting proposed was then shared with Albanwise on 17 October 2025. The Applicant considers this proposed requirement successfully ensures that there is no conflict and therefore the points raised by Albanwise were made without having considered the effect of the provision.
- 1.5.2 In response to complaints made in regard to the consultation, MLA set out that as part of this consultation process, the Applicant continued to actively engage with affected parties. The Applicant considers this to be an iterative process, and so in line with comments made, the Applicant made design refinements based upon these comments and kept those impacted updated.
- 1.5.3 Albanwise claims suggest that the change proposed has no reasoning behind it. MLA responded that the Applicant did not merely create this change of its own accord. It was a result of consultation. MLA added that ERYC has expressed that this change is an improvement to the Proposed Development. The removal of this access eliminates the interface with veteran tree T381 as shown on Drawing No. 3 of the Tree Constraints Plan appended to **ES Volume 4, Appendix 7.11: Arboricultural Impact Assessment [REP2-127]**. East Riding of Yorkshire Council have expressed full support for the removal of this impact, noting that it overcomes a significant objection from the Council in relation to ecology and tree impacts, as set out at row ERYC23 of the **SoCG with ERYC [REP3-043]**.
- 1.5.4 MLA re-emphasised that the geometry of plot 2A-5 was designed as the Applicant was led to believe that Albanwise did not have a fixed layout and there could be optimisation of their proposed site. The Applicant's understanding was that there could be such variations. The Applicant therefore wanted to maintain the flexibility that any shared access track would align with the proposals for Albanwise's solar farm layout. Albanwise has now said that no such flexibility is proposed. This led to the Applicant to share the co-operation requirement with Albanwise.
- 1.5.5 MLA proposed that the Applicant set out in writing information of what has been shared with Albanwise and details of each conflict that Albanwise has raised between the developments and why the Applicant does not consider there to be a conflict.
- 1.5.6 **Action 6:** Continue to engage proactively with all affected persons (including those who have submitted representations into the examination) and provide an update, highlighting any outstanding matters of concern.

- 1.5.7 **Post-hearing note:** The Applicant confirms that it has continued to engage with affected persons and is confident that agreement will be reached with these parties. The Applicant has provided a summary of its position with Albanwise at **Appendix 1** to this submission.

1.6 Agenda item 5 - Statutory undertakers

The ExA will ask the applicant to summarise any outstanding matters arising from representations by statutory undertakers (SU). The applicant will also be asked to specify to which SUs/ plots s127(2)/ (3), s127(5)/ (6) and s138 of PA2008 applies.

Any SU or other relevant body in attendance and wishing to speak in relation to an objection or issue raised that is relevant to the effects of the proposed development on its undertaking, apparatus or land will be invited to put oral submissions to the ExA (the ExA notes that some SUs may have attended issue specific hearing 1 for this purpose).

The ExA may ask questions of the SUs or other relevant body, and the applicant, about matters arising from written and oral submissions.

The applicant will be provided with a right of reply.

- 1.6.1 It was agreed that this agenda item was sufficiently covered in the Issue Specific Hearing 1 held in the morning.

1.7 Agenda item 6 – Crown land

The ExA will ask the applicant (and any Crown authority present) to provide an update on matters relating to Crown land and s135(1) and/ or s135(2) of PA2008 and to explain any implications for the proposed development should the relevant consents not be forthcoming by the close of the examination.

The ExA may ask further questions in relation to Crown land matters.

- 1.7.1 RG explained that discussions regarding the commercial Heads of Terms for the option and easement agreements are continuing with the Agent on behalf of The Crown Estate regarding Crown land (plot 13-4).
- 1.7.2 Heads of Terms were issued to the Agent in November 2024 and have been followed up with meetings and email correspondence. Negotiations are ongoing with the Agent and the Applicant is confident that agreement of the commercial Heads of Terms will be reached by the close of the examination.
- 1.7.3 MLA confirmed, in response to queries raised by the ExA, that where consent is not gained the usual approach is for land to be removed from the consent, or for a restriction to be placed on the use of this land saying that it cannot be

used until consent is granted. MLA confirmed that the Applicant does need plot 13-4 for the Proposed Development.

- 1.7.4 **Action 7:** Continue to liaise with the relevant Crown authority regarding consent under s135(1) and/ or s135(2) of the Planning Act 2008 and provide an update
- 1.7.5 **Post-hearing note:** The Applicant confirms that it has continued to engage with the Crown's Agent and Heads of Terms continue to be discussed.

1.8 Agenda item 7 - Funding

The ExA will ask the applicant to briefly summarise, and advise of any updates to, the Funding Statement.

The ExA will ask questions of the applicant around funding matters, including corporate structure, project/ compensation costs and company funds.

- 1.8.1 The Applicant agreed to provide a written response to queries on the Applicant's corporate structure.
- 1.8.2 **Action 8:** Clarify the relevance of the reference to the subsidiary name in the **Funding Statement** paragraph 4.1.2 **[REP3-011]**.
- 1.8.3 **Post-hearing note:** The Applicant confirms that RWE Renewables UK Solar Holdings Limited is the parent company of RWE Renewables UK Solar and Storage Limited. The Applicant confirms that all holdings mentioned, and the Project itself are fully owned by RWE AG.
- 1.8.4 MLA confirmed that development cost set out in section 5 of the **Funding Statement [REP3-011]** is based on the Applicant's experience of energy development. The Applicant has developed 350 MW already and has a pipeline of 1GW. The Applicant is one of the top three largest solar developers in the UK with over 125 years of energy expertise, through design, construction, and operation.
- 1.8.5 The ExA queried whether figures would be updated from 2024 to 2025 data. MLA said it was not the Applicant's intention to do this. It is quite common for references to be up to date at the time of application, as the figures remain reflective of the real costs.
- 1.8.6 MLA then confirmed that the Funding Statement aligns with paragraph 17 of the "Planning Act 2008 Guidance related to procedures for the compulsory acquisition of land" as the total expected cost of both acquiring the land and implementing the project for which the land is required is set out. MLA confirmed the Applicant would be happy to provide further breakdowns of these costs.

- 1.8.7 **Action 9:** Provide a separate figure for compensation costs (including for compulsory acquisition and temporary possession) and clarify how this has been derived.
- 1.8.8 **Post-hearing note:** The Applicant confirms that the total approximate compensation costs are £32,450,000. As requested, this figure covers both temporary possession and compulsory acquisition. The Applicant would note that breakdowns for particular activities are commercially sensitive but considers the provision of this total amount complies with the “Planning Act 2008 Guidance related to procedures for the compulsory acquisition of land” and reflects information provided on recent solar DCOs.
- 1.8.9 **Action 10:** Clarify any implications around reported debt levels in Appendix A of the **Funding Statement [REP3-011]** for affordability of the proposed development and compensation costs.
- 1.8.10 **Post-hearing note:** The Applicant confirms that RWE currently holds investment grade ratings from both Moody's and Fitch, both with a stable outlook. The outlook reflects RWE's solid financial metrics, including a robust operating profile underpinned by a large and diversified generation portfolio with a large share of contracted revenues which translate into cash flow predictability, and healthy debt levels which are expected to be in line with targets and are consistent with the credit ratings currently held by the company. RWE is committed to its investment grade credit rating and has several options to manage debt levels while meeting its commitments should it be needed.

1.9 Agenda item 8 - Review of issues and actions arising

- 1.9.1 The ExA will address how any actions placed on the applicant are to be met.

No.	Directed to	Action	Applicant's response
1	Applicant	Identify any plots which comprise garden land associated with a residential dwelling.	The Applicant confirms that the description for Plot 2-6 in the Book of Reference [EN010157/APP/4.2 revision 8] has been updated, for Deadline 4, to reflect that part of this plot is garden. The total area of plot 2-6 is 441 square metres. Of that, 79 square metres comprises garden land. The Applicant has carried out a review and can confirm there are no other plots that comprise garden land in the Order Limits.

2	Applicant	<p>Clarify the reason why the Cumulative Effects Assessment at entry 10 of Table 15-8 (pg 67) [REP2-083] suggests a potential overlap in construction programmes for the proposed development and Field House Solar Farm in the Landscape and Visual column but no such overlap in the Transport and Access column.</p>	<p>The Applicant confirms that the Transport and Access cumulative assessment text for other development ID10 (page 67 of ES Volume 2, Chapter 15: Cumulative Effects [REP2-083]) has been updated to include an assessment as the construction phases of the two developments do overlap. This change has been captured in the ES Addendum [EN01012 57/APP/8.2 Revision 6] submitted at Deadline 4.</p>
3	Applicant	<p>Clarify why, where there are occupiers listed in the BoR (for example in respect of Plot 16-5) relevant plots are not listed in the Land and Rights Negotiations Tracker (LRNT) [REP3-013] alongside all of these occupiers.</p>	<p>The Applicant confirms that it has engaged with all landowners and occupiers in line with the statutory requirements under the Planning Act 2008 and compulsory acquisition guidance.</p> <p>The LRNT, in line with the standard approach, only includes details of those with land interests and the status of negotiation with these parties.</p> <p>Where an SU has apparatus, the appropriate form of protection is the Protective Provisions (either via the general set, or bespoke provisions as set out at Schedule 12 of the draft DCO [EN010157/APP/3.1 Revision 8]). The Applicant has actively engaged with SUs on the need for Protective Provisions to ensure that relevant apparatus is appropriately protected.</p> <p>In relation to occupiers, it would not be appropriate for the Applicant to negotiate directly with these parties as they are generally not able to grant land rights under the terms of their leases/tenancy agreements. It is the usual practice that landlords will negotiate terms with their tenants. However, the Applicant</p>

			has engaged with all occupiers. As the occupiers are not able to negotiate variations to their leases/tenancy agreements, the Applicant has been continuing to engage with them as part of discussions with freeholders but does not anticipate any different agreements are required in relation to them.
4	Applicant	Clarify why not all plot numbers listed in [APP-025] are included in the LRNT [REP3-013] .	<p>The Applicant acknowledges that there are differences in the plot numbers included in the Schedule of Negotiations [APP-025] and the Deadline 3 version of the LRNT [REP3- 013]. These changes are a result of each version being updated at each Deadline. The Applicant sets out the changes made at each deadline in red text for clarity. Changes made to plots and land interests have been due to:</p> <ul style="list-style-type: none"> • corrections to errors; • land interest changes that the Applicant identifies via periodic reviews; • and changes as a result of the accepted Change Request 2.
5	Applicant	Clarify whether the LRNT [REP3-013] captures the status of negotiations with all affected persons, including lessees/tenants and occupiers as necessary (for example entry 52) (and also check for the accuracy of the spelling of the name)).	The Applicant considers the response provided to action point 3 provides the clarification requested in this action point.
6	Applicant	Continue to engage proactively with all affected persons (including those who have submitted	The Applicant confirms that it has continued to engage with affected persons and is confident that agreement will be reached with these parties. The Applicant has

		representations into the examination) and provide an update, highlighting any outstanding matters of concern.	provided a summary of its position with Albanwise at Appendix 1 to this submission.
7	Applicant	Continue to liaise with the relevant Crown authority regarding consent under s135(1) and/ or s135(2) of the Planning Act 2008 and provide an update.	The Applicant confirms that it has continued to engage with the Crown's Agent and Heads of Terms continue to be discussed.
8	Applicant	Clarify the relevance of the reference to the subsidiary name in the Funding Statement paragraph 4.1.2 [REP3-011] .	RWE Renewables UK Solar Holdings Limited is the parent company of RWE Renewables UK Solar and Storage Limited. The Applicant confirms that all holdings mentioned, and the Project itself are fully owned by RWE AG.
9	Applicant	Provide a separate figure for compensation costs (including for compulsory acquisition and temporary possession) and clarify how this has been derived.	The Applicant confirms that the total approximate compensation costs are £32,450,000. As requested, this figure covers both temporary possession and compulsory acquisition. The Applicant would note that breakdowns for particular activities are commercially sensitive but considers the provision of this total amount complies with the "Planning Act 2008 Guidance related to procedures for the compulsory acquisition of land" and reflects information provided on recent solar DCOs.
10	Applicant	Clarify any implications around reported debt levels in Appendix A of the Funding Statement [REP3-011] for affordability of the proposed	RWE currently holds investment grade ratings from both Moody's and Fitch, both with a stable outlook. The outlook reflects RWE's solid financial metrics, including a robust operating profile underpinned by a large and diversified generation portfolio with a large share of contracted revenues which translate into cash

		development and compensation costs.	flow predictability, and healthy debt levels which are expected to be in line with targets and are consistent with the credit ratings currently held by the company. RWE is committed to its investment grade credit rating and has several options to manage debt levels while meeting its commitments should it be needed.
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1.10 Agenda item 9 – Any other matters

1.10.1 No matters were raised.

1.11 Agenda item 10 – Closure of the hearing

2 Appendix 1 – Summary of Applicant's position in relation to Albanwise

2.1 Introduction

2.1.1 This document has been prepared in response to action 6 arising from the Compulsory Acquisition Hearing 1 [EV6-006]. The Applicant was asked to:

2.1.1.1. continue to engage proactively with all affected persons (including those who have submitted representations into the examination) and provide an update, highlighting any outstanding matters of concern.

2.1.2 This document intends to:

2.1.2.1. Outline the case for the Applicant's proposed access route through land owned by Albanwise Limited (**Albanwise**);

2.1.2.2. Provide a summary of engagement that has taken place with Albanwise;

2.1.3 provide a response to each point of concern raised by Albanwise; and

2.1.3.1. set out the assurances provided by the Applicant to Albanwise in relation to these concerns and justify why these alleviate their concerns entirely.

2.2 Justification of proposed access

- 2.2.1 The Applicant submitted a change application at Deadline 2 **[REP2-149]** which was accepted by the ExA **[PD-011]**. The change that impacts Albanwise is Change 9 and proposes the use of an alternative access to the Site for the Applicant's construction and maintenance vehicles. As a result, the Applicant is now seeking further land use powers, as set out shown on Sheet 2A of the **Land Plans [REP3-004]**.

Access route directly off the A1035

- 2.2.2 This alternative access to Land Areas D and E was identified directly off the A1035, making use of an existing access point. This access point is shown on Sheet 2A of the **Land Plans [REP3-004]**. The new plots forming part of the A1035 over which the Applicant is seeking powers are identified as 2A-1, 2A-2 and 2A-3.
- 2.2.3 The justification and need for this change include the following:
- 2.2.4 Removal of 26,181m² of land identified for permanent acquisition from the Order limits.
- 2.2.5 Elimination of the interface with veteran tree T381 as shown on Drawing No. 3 of the Tree Constraints Plan appended to **ES Volume 3, Appendix 7.11: Arboricultural Impact Assessment [APP-115]**. East Riding of Yorkshire Council (ERYC) has expressed full support for the removal of this impact, noting that it overcomes a significant objection from the ERYC in relation to ecology and tree impacts, as set out at row ERYC23 of the **SoCG with ERYC [REP3-043]**.
- 2.2.6 Reduction of the need for associated hedgerow and vegetation clearance between the points marked A/02/01 and A-02/02 on sheet 2 of the **Streets, Rights of Way and Access Plans [PDA-005]**.
- 2.2.7 Reduction in the use of Meaux Lane during construction – approximately by 25% for traffic accessing Land Area E and by 50% for traffic accessing Land Area D. The Applicant considers this to be particularly important as the route via Meaux Lane is constrained – it is a narrow route with existing weight restrictions in force.
- 2.2.8 The use of an access route directly off the A1035 would provide additional resilience to any incidents or closures on Meaux Lane which would impact the Applicant's ability to access the Proposed Development during construction and/or operation. Separate access points provide the Applicant with flexibility and ensures that the programme is not unnecessarily delayed.
- 2.2.9 The Applicant considers that the use of this alternative access would represent an improvement to its proposals. The Applicant has consulted ERYC with regards to the proposal. ERYC welcomed the change and stated they consider it an improvement.

- 2.2.10 ERYC has actively fed into the design of this access route as they raised it would be preferable to manage construction traffic by enforcing a left turn only restriction for HGVs at the A1035 / Field House Farm access. The left turn only restriction will prohibit HGVs from turning right and is conducive to a safer operation of the junction and other road users. The Applicant has secured the provision of this via the **Design Parameters Document [REP3-018]** which is secured by Requirement 3 of the **draft DCO [EN010157/APP/3.1 Revision 8]**.

Access route via Plot 2A-5

- 2.2.11 Once construction vehicles turn off the A1035, the Applicant had originally proposed, as set out in the **Change Notification [AS-015]**, that the full length of the private track off the A1035 would be used by construction vehicles accessing the Proposed Development. This access track is located on private land and is currently used by vehicles and farming machinery to access Field House Farm and agricultural land parcels to the south.
- 2.2.12 However, following feedback received during consultation on the proposed change, including from residents at Field House Farm and Albanwise themselves, the Applicant updated their proposal to route construction vehicles across the plot labelled 2A-5, before rejoining the existing access track within plot 2A-4.
- 2.2.13 Routing the access route via plot 2A-5, would mean a greater separation between construction vehicles accessing the Proposed Development and the residential properties at Field House Farm compared to the use of the northern section of the existing access track. This proposal would require the construction of a temporary access track through plot 2A-5, which would have a maximum width of 4.5m as set out in the **Design Parameters Document [REP3-018]**.
- 2.2.14 The geometry of plot 2A-5 was proposed by the Applicant following conversations with Albanwise's land agent who indicated that the layout of the Albanwise solar development in this area - Field House Solar Farm (planning reference) 22/000824/STPLF - did not yet have a fixed layout. The geometry of the plot was intended to allow both Field House Solar Farm and the Proposed Development to progress without conflict. The Applicant acknowledges that Albanwise has now confirmed that their proposed layout for Field House Solar Farm is fixed.
- 2.2.15 The justification for the proposed access route via Plot 2A-5 include:
- 2.2.16 Minimised environmental impacts. Whilst the environmental impacts of the access route being located through plot 2A-4 have been assessed and no materially new or materially different environmental effects beyond those reported in the ES are anticipated for any environmental factors, the proposed route via plot 2A-5 would further diminish the environmental impacts on Field House Farm – particularly in relation to noise impacts. Given that plot 2A-4 runs adjacent to Field House Farm, the greater separation distance to plot 2A-5 would provide a significant level of noise reduction.

2.2.17

[REDACTED]

2.2.17.1.

[REDACTED]

2.3 Summary of engagement with Albanwise

- 2.3.1 The Applicant has engaged extensively with Albanwise, as set out in the Change Request 2 - **Change Application Consultation Report [REP2-150]**. Discussions have increased in frequency and detail as the interface between the Proposed Development and Albanwise has progressed.
- 2.3.2 The Applicant has actively involved Albanwise in the design of the proposed access route. The geometry of plot 2A-5 was designed as the Applicant was led to believe that Albanwise did not have a fixed layout and there could be optimisation of their proposed site for Field House Solar Farm. The Applicant therefore wanted to maintain the flexibility that any shared access track would align with the proposals for Albanwise's layout for Field House Solar Farm.
- 2.3.3 The Applicant has provided Albanwise with a variety of information to help inform them of the predicted impacts of the proposed access route. This has involved sharing details, such as:
- 2.3.3.1. Updated Land Plans, Works Plans and Shapefile CAD/GIS data;
 - 2.3.3.2. An estimate of vehicle movement numbers and type (HGV/LGV);
 - 2.3.3.3. Details of proposed access track widths;
 - 2.3.3.4. Details of general traffic management proposals (via the OCTMP);

- 2.3.3.5. Details of proposed vegetation removal;
 - 2.3.3.6. Proposals for the protection and management of soils;
 - 2.3.3.7. Details of drain crossings;
 - 2.3.3.8. Details of drainage proposals;
 - 2.3.3.9. Details of proposals for monitoring and maintenance;
 - 2.3.3.10. Details of the impact on the environmental assessment including traffic, ecology, soils and water;
 - 2.3.3.11. Indicative project programme;
 - 2.3.3.12. Confirmation of why parcels 2A-4 and 6-7 are required for operational access; and
 - 2.3.3.13. A Flood Risk Assessment.
- 2.3.4 The Applicant conveyed their reasoning for not considering another option mooted by Albanwise in a meeting on 16 October 2025.
- 2.3.5 Now that Albanwise has confirmed that the layout of Field House Solar Farm is fixed, the Applicant is confident that assurance can be provided to Albanwise that interference between the respective developments can be avoided. The Applicant has offered to include in the DCO a requirement which governs the co-operation between the Applicant and Albanwise in relation to the use of the existing access route and the proposed compulsory acquisition powers sought. This mechanism provides statutory comfort to Albanwise of the protection of their developments - Field House and Carr Farm Solar Farms. The specific drafting proposed was shared with Albanwise on 17 October 2025.

2.4 Concerns raised by Albanwise in regard to the Applicant's proposed access route

- 2.4.1 The Applicant notes that the issues summarised below have been raised by Albanwise and the description of these issues is intended to accurately reflect the position as Albanwise has described in their correspondence and in their oral submissions at the Compulsory Acquisition Hearing 1 held on Tuesday 21 October.

Issue 1 - Incompatibility/direct conflict with Albanwise's consented solar farm

2.4.2 Plot 2A-4

- 2.4.3 Albanwise states that the northern part of parcel 2A-4 would impinge upon and be incompatible with the location of the Field House solar panels and

transformers. The section which runs east-west at the south of parcel 2A-4, whilst outside the boundary of Field House Farm solar farm, would significantly diminish Albanwise's land available for farming.

Applicant's response to Issue 1 – plot 2A-4

- 2.4.4 The northern part of plot 2A-4 would cover the existing access track and additional land either side of the existing access track. At this stage in the design process, the Applicant has taken a diligent approach in order to allow for access track upgrades should they be required to help mitigate the traffic interfaces. The Applicant does not propose to route construction vehicles within any parts of 2A-4 that would directly impact the Field House Farm solar panels or inverters.
- 2.4.5 The Order limits are wider than needed for the access route alone (which would, as secured by the **Design Parameters Document [REP3-018]**, be 4.5m wide) as the Applicant is in the process of finalising the route of the access track and where access upgrade works would be best located, as well as requiring that land for the construction of the access route. The Applicant does not intend to use the full extent of this plot, but requires the flexibility offered by these boundaries until a route is agreed with Albanwise. This approach is standard and reflects seeking limits of deviation which reflect the level of design detail available at this stage.
- 2.4.6 The Applicant is confident that an access track can be designed that will not impede Albanwise's developments. The section of proposed track which runs east-west at the south of parcel 2A-4 would be placed as close to the southern boundary of the affected field as possible. As such, the Applicant has offered a co-operation requirement which is included in the latest iteration of the **draft DCO [EN010157/APP/3.1 Revision 8]**. This would manage the interface of the three developments and minimise any disruption.

Plot 2A-5

- 2.4.7 Albanwise has raised a concern that works will take place at the location of the substation for the Field House solar development. They have noted that Parcel 2A-5 is the location of the substation for the Field House solar development, as well as numerous solar panels and the site entrance, so its use for access by RWE would be entirely incompatible.

Applicant's response to Issue 1 – plot 2A-4

- 2.4.8 The Applicant has no intention to install the proposed construction access across any part of Albanwise's development (in plot 2A-5) that would directly impact the proposed substation. The Applicant understood that there was consideration being given by Albanwise to optimising the infrastructure layout which could provide opportunities to accommodate alternative access arrangements.
- 2.4.9 The geometry of this plot was designed as the Applicant was led to believe that Albanwise were reconsidering the layout of this area, and therefore

wanted to maintain the flexibility that any shared access track would align with the proposals for Albanwise's solar farm layout.

- 2.4.10 In addition to possible realignments of the internal access tracks within the Field House Farm, the Applicant was exploring the opportunity to use Albanwise's proposed access track that runs along the northern field boundary to minimise any impact on the residents of Field House Farm. It was the Applicant's original understanding that Albanwise were open to these proposals. Albanwise now state the site layout of Field House Solar Farm is fixed. As such, the Applicant has offered a co-operation requirement which is included in the latest iteration of the **draft DCO [EN010157/APP/3.1 Revision 8]**. This would ensure that the interface of these projects is properly managed so that all three developments can operate efficiently (see further below).

Issue 2- Disturbance to our residential tenants

- 2.4.11 Albanwise has noted that they share the concerns of its two tenanted residential properties at Field House farm, but Albanwise claims this concern cannot be resolved as the route proposed is incompatible with the Field House Solar Farm.

Applicant's response to Issue 2

- 2.4.12 The Applicant appreciates that Albanwise shares these concerns, as these are the concerns that prompted the design change to the access route. Given the DCO requirement that the Applicant is willing to commit to in order to assure Albanwise that the proposed access route will not conflict with the Field House Solar Farm, the Applicant considers that the proposed construction access route being designed through plot 2A-5 represents the best option for all parties.

Issue 3 - Incompatibility/direct conflict with existing users of the Existing Access Track

- 2.4.13 Albanwise has states that the proposed new construction and maintenance access for the Proposed Development is the main access to Albanwise's farmland south of the A1035. They have explained that this is an access for Albanwise's agricultural operations (used by combine harvesters, tractors and trailers, tankers etc for the purposes of agricultural businesses, with many activities being time-sensitive), and is also heavily used by those third parties who hold contracts to farm parts of this land.
- 2.4.14 Albanwise has explained that as well as it being the access for Albanwise's residential tenants at Field House farm house and cottage it also provides access for other residents/ businesses operators/employees in the area to the south of the A1035, which require access multiple times daily, plus delivery and emergency service vehicles.

Construction access route for Carr Farm solar farm

- 2.4.15 Albanwise has also set out that the existing access track is also the construction access route for Carr Farm solar farm which recently received consent for following an appeal (Planning Appeal Reference APP/E2001/W/25/3360978). Albanwise is concerned of conflicts in relation to the construction programme of Carr Farm solar farm and the Proposed Development, as well as the traffic impacts in relation to the existing users.

Applicant's response to Issue 3

- 2.4.16 Field House Solar Farm is anticipated to be completed by September 2027 in line with their date for connection to the grid. The Proposed Development is anticipated to generate a peak of 39 HGV movements and 100 light vehicle (LGVs and staff) movements per day.
- 2.4.17 The Applicant concluded that the increase in traffic is a low magnitude of impact and the low sensitivity results in a direct, temporary, medium-term negligible adverse residual effect on users of the private farm track off the A1035, and following implementation of additional mitigation measures is considered to be not significant, as set out in the **ES Volume 2, Chapter 14: Transport and Access [EN010157/APP/6.2 Revision 4]**.
- 2.4.17.1. Carr Farm Solar Farm, as specified in their Construction Traffic Management Plan, is anticipated to generate a daily maximum of approximately 15 HGV deliveries (30 HGV movements) and a maximum of 25-30 staff vehicles per day (50-60 staff vehicle movements).
- 2.4.17.2. Field House Solar Farm, as specified in their Construction Traffic Management Plan, is anticipated to generate a daily maximum of approximately 20 HGV deliveries (40 HGV movements) and a maximum of 25-30 staff vehicles per day (50-60 staff vehicle movements).
- 2.4.18 The Applicant considers it highly unlikely that all three solar sites will experience the peak of their construction activities at the same time given their different project programmes, however this has been considered as a worst-case scenario. In addition, the new Requirement proposed (see next section) would extend to construction programming being managed, further removing any realistic prospect of overlapping construction.
- 2.4.19 The Applicant has discussed construction traffic and routing on the private farm track off the A1035 (which also provides access to Field House Farm) with ERYC, there were no concerns raised in terms of traffic volumes and ERYC were of the opinion that this arrangement was an improvement compared to the previous arrangement of all Area D and E traffic accessing via Meaux Lane. ERYC requested that sufficient width was provided at the A1035 junction to enable two HGVs to pass (in order to avoid an HGV waiting on the A1035 to enter the site).
- 2.4.20 In addition to providing sufficient width at the access for two HGVs to pass, a left turn only restriction for HGVs at the junction with the A1035 in order to

manage HGVs movements safely at the junction is secured via the **Design Parameters Document [REP3-018]** which is in line with the management of Field House Solar Farm HGVs.

- 2.4.21 The proposed management of the access is set out in the **Outline CTMP [REP3-034]** which is secured by Schedule 2, Requirement 5 of the **Draft DCO [EN010157/APP/3.1 Revision 8]**. Management measures would include:

- 2.4.21.1. Bankspeople for marshalling access for HGVs
- 2.4.21.2. Delivery management system (booking system for HGV deliveries)
- 2.4.21.3. 10mph speed limit on all surfaced and unsurfaced internal access tracks
- 2.4.21.4. Highway condition survey (extent of survey to be agreed with ERYC)
- 2.4.21.5. Measures for staff travel (Travel Plan, shuttle buses, car/van sharing)
- 2.4.21.6. Advanced warning signage
- 2.4.21.7. HGV deliveries between 9am and 4pm.

2.5 Assurances provided to Albanwise

- 2.5.1 The Applicant has included in the latest iteration of the **draft DCO [EN010157/APP/3.1 Revision 8]**, a requirement which governs the co-operation between the Applicant and Albanwise in the use of the access route. This mechanism provides statutory comfort to Albanwise of the protection of their developments - Field House and Carr Farm Solar Farms.
- 2.5.2 The specific drafting proposed was shared with Albanwise on 17 October 2025 and is set out below.

16. Interaction with Field House and Carr Farm Solar Farms

(1) The undertaker must use reasonable endeavours to minimise any conflict arising between the carrying out and maintenance of the authorised development and the carrying out and maintenance of the Field House and Carr Farm Solar Farms.

(2) Without limitation to subparagraph (1), the undertaker must—

- (a) co-operate with Albanwise Ltd so as to reasonably ensure the co-ordination of construction programming, use of the existing access track, land assembly, and the carrying out of works in connection with the

authorised development so as to minimise disruption to the construction, and maintenance of the Field House and Carr Farm Solar Farms;

(b) provide a point of contact for continuing liaison and co-ordination throughout the construction and operation of the authorised development; and

(c) exercise the powers of temporary possession and compulsory acquisition in such manner as is reasonably necessary for the undertaker to safely construct, maintain or operate the authorised development whilst, so far as reasonably practicable, minimising any disruption to the operation of the Field House and Carr Farm Solar Farms.

(3) Article 43(2) and (3) of this Order will, without limitation, apply to any land in which there is an overlap between the authorised development, and the Field House and Carr Farm Solar Farms.

(4) In this paragraph—

“Albanwise Ltd” means Albanwise Limited (Company Registration Number 01359468) whose registered office is at Botanic House, Hills Road, Cambridge, England, CB2 1PH and any successor who implements the planning permission for the Field House and Carr Farm Solar Farms;

“conflict” does not include any overlap in the land to be occupied or developed by the undertaker and the land which is the subject of a planning permission for the Field House and Carr Farm Solar Farms;

“existing access track” means the existing access track running south off the A1035; and

“Field House and Carr Farm Solar Farms” means the solar farm developments permitted pursuant to planning permissions with references 22/000824/STPLF and APP/E2001/W/25/3360978 respectively.

- 2.5.3 This approach to manage interfacing projects is preceded in The Thurrock Flexible Generation Plant Development Consent Order 2022 which provided assurance to National Highways in relation to their Lower Thames Crossing scheme and The Portishead Branch Line (MetroWest Phase 1) Order 2022 which included a co-operation requirement with National Grid. The Applicant notes that the level of interface in those schemes was significantly greater.
- 2.5.4 The Applicant has since CAH1 and ISH2 shared a further interface agreement on 27 October 2025. The Applicant has received confirmation of receipt from Albanwise, as well as confirmation that they approve of the principle of the agreement, however the Applicant awaits detailed comments from Albanwise on this proposed agreement.
- 2.5.5 The Applicant remains confident that it can design an access route that would not impede Field House Solar or Carr Farm Solar. For the avoidance of doubt,

the Applicant has no intention to install the proposed construction access across any part of Albanwise's development that would directly impact the proposed substation, or where panels are eventually constructed. The Applicant has proposed drafting within the DCO to provide this assurance which demonstrates the level of confidence that the Applicant has as it is willing to provide a statutory obligation to this effect.

- 2.5.6 The Applicant is confident that agreement will be reached with Albanwise and emphasises that issues will be resolved once commercial terms are agreed. In any event, if agreement is not reached then the provisions now set out within the draft DCO ensure that the Applicant would not be able to prejudice the development of the Field House and Carr Farm Solar Farms.

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