

# Rosefield Solar Farm

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

EN010158/APP/8.7  
Deadline 1  
March 2026  
Rosefield Energyfarm Ltd

Planning Act 2008  
Infrastructure Planning (Examination  
Procedure) Rules 2010



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# 1. Written Summary of Applicant's Oral Submissions at the Compulsory Acquisition Hearing 1 (CAH1) on 25 February 2026

## 1.1. Introduction

- 1.1.1. This written summary has been prepared on behalf of Rosefield Energyfarm Limited ('the Applicant') to summarise the oral submissions made by the Applicant at Compulsory Acquisition Hearing 1 (CAH1) held on 25 February 2026 in relation to the Development Consent Order ('DCO') Application for the construction, operation (including maintenance), and decommissioning of Rosefield Solar Farm (hereafter referred to as the 'Proposed Development').
- 1.1.2. Where the Examining Authority (the 'ExA') requested further information from the Applicant on specified matters, or the Applicant undertook to provide further information during the course of CAH1, that further information is either set out in this document (see **Section 3**) or provided as part of the Applicant's Deadline 1 submissions.
- 1.1.3. This note does not purport to summarise the oral submissions of other parties, and summaries of submissions made by other parties are only included where necessary to give context to the Applicant's submissions, or where the Applicant agreed with the submission(s) made and so made no further submissions (this is noted within the document where relevant).
- 1.1.4. The structure of this note follows the order of the items listed in the detailed agenda published by the ExA on 17 February 2026 [\[EV2-001\]](#) (the 'Agenda'). Numbered agenda items referred to are references to the numbered items in the Agenda. The Applicant's substantive oral submissions commenced at Item 4 of the Agenda. Therefore, this note does not address Items 1 to 3 on the Agenda as these were procedural and administrative in nature.

## 2. Written summary of the Applicant's oral submissions

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4	<b>The applicant's strategic case for the compulsory acquisition (CA) and temporary possession (TP) of land and rights</b>	<p><b>4.1 How the Applicant meets the relevant tests of the Planning Act 2008 (PA2008), associated regulations and the Department for Communities and Local Government Guidance (DCLG) for CA</b></p> <p>By way of introduction, Mr Richard Griffiths, Partner at Pinsent Masons LLP, for the Applicant, set out that the Applicant, through its Application, is seeking powers to:</p> <ul style="list-style-type: none"><li>a) acquire land compulsorily;</li><li>b) create new and acquire new rights over land and impose restrictive covenants; and</li><li>c) take some land temporarily to construct Rosefield Solar Farm (the 'Proposed Development').</li></ul> <p>The Applicant's <b>Statement of Reasons [EN010158/APP/4.1.3]</b> sets out how the Applicant has complied with all of the relevant statutory tests and also met the requirements of the DCLG Guidance in respect of its compulsory acquisition case.</p> <p>Mr Griffiths explained that under section 122 of the Planning Act 2008, where the Applicant is seeking compulsory acquisition powers, it must demonstrate that the land is required for the Proposed Development, or is necessary to facilitate the development or is incidental to it. The <b>Schedule of Negotiations and Powers Sought [EN010158/APP/4.4.2] [AS-016]</b> identifies each plot and the work number each plot is required for.</p> <p>Mr Griffiths confirmed that the Applicant has also demonstrated through its Application that there is a compelling case in the public interest to satisfy the Secretary of State that it can authorise the compulsory acquisition powers. He referred to Section 5 of the <b>Statement of Reasons [EN010158/APP/4.1.3]</b> which demonstrates compliance with that test.</p> <p><b>4.2 The Applicant's strategy and criteria for determining whether to seek powers for CA of land, CA of rights or TP of land</b></p>

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As a starting point, Mr Griffiths outlined the structure of the Application. He noted that Schedule 1 of the **Draft Development Consent Order (DCO) [EN010158/APP/3.1.3]** describes the Proposed Development by work numbers from Work Number 1 through to Work Number 10, where Work Number 1 is the main solar PV generating station. He explained that the **Draft DCO [EN010158/APP/3.1.3]** is to be read in conjunction with the **Works Plans [EN010158/APP/2.3.3]** which illustrate spatially where each work is going to be carried out within the Order Land, and that each work number is colour-coded accordingly. Mr Griffiths noted how some work numbers overlap; for example, there may be a plot where a temporary construction compound is going to be located but after that use, the Applicant would construct solar PV.

Mr Griffiths explained that in order to then construct, operate (and maintain) the Proposed Development, the **Land Plans [EN010158/APP/3.1.3]** identify on a plot-by-plot basis the powers sought in respect of each plot in order to deliver the corresponding work number. To read the **Land Plans [EN010158/APP/3.1.3]**, he explained that:

- **pink land** represents land where the permanent acquisition of freehold is sought. The pink land is needed primarily for the solar PV sites, the Battery Energy Storage System (BESS) and the Rosefield Substation. He confirmed that all of this equipment has an operational life of 40 years, and that because it is above-ground, there is the need to acquire the freehold. Mr Griffiths confirmed that all the land required for the solar PV is under option through the primary landowner, the Claydon Estate;
- **blue land** represents land where the permanent acquisition of new rights and the imposition of restrictive covenants is sought. He explained that those rights are primarily required for cabling; the Applicant does not need to acquire the freehold of the land because once the cabling is installed, the land aboveground can be returned to its former use (such as grazing, farming etc). Mr Griffiths referred to Schedule 9 of the **Draft DCO [EN010158/APP/3.1.3]** which sets out what rights are being sought and the restrictions over that blue land;
- **green land** represents land where only temporary possession and use of that land is sought. Mr Griffiths referred to Schedule 11 of the **Draft DCO [EN010158/APP/3.1.3]** which sets out those plots, and the

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reason why temporary possession is required. He flagged at this point that temporary possession is also sought over all of the Order Land pursuant to Article 31, to enable the Applicant to minimise the compulsory acquisition, particularly the compulsory acquisition of rights.

Mr Griffiths explained that for instances of overlapping Work Numbers, the 'highest power' needed is sought. He again gave the example of the temporary construction compound, where freehold must be sought if solar PV is to be constructed on that land after the temporary compound is dismantled.

#### 4.3 Consideration of alternatives to CA and TP

Mr Griffiths confirmed that the Applicant had considered alternatives as required by the statutory tests, including consideration of alternative sites, alternative technologies and alternative designs for the Site layout. He noted that this consideration was detailed in the **Statement of Reasons [EN010158/APP/4.1.3], ES Volume 1, Chapter 4: Reasonable Alternatives Considered [EN010158/APP/6.1] [APP-047]**, and **Appendix 1 to the Planning Statement [EN010158/APP/5.7.3]** which is the Site Selection Report.

In considering alternative sites, Mr Griffiths confirmed that, as set out in National Policy Statement (NPS) EN-1, the Applicant looked at irradiation levels, point of connection to the grid and grid capacity, and importantly, sought to minimise compulsory acquisition as far as possible by reducing the number of people subject to compulsory acquisition. It was on this basis, that the Applicant set a radius to search for appropriate sites, and arrived at the Site that is presented in the Application. He reiterated that the majority of the Site is under option with a single landowner, meaning voluntary agreement had been reached. He also noted that the Site delivers an infrastructure project that is of national significance in scale, which aligns with the Applicant's project objectives. In considering alternative layouts and designs, he noted that various plots were proposed for certain infrastructure (such as the BESS) but that the layout and design had evolved to take into account Affected Persons' interests, including issues such as disturbance to their businesses.

#### 4.4 The extent of land sought to be subject to CA and TP

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Mr Griffiths confirmed that the Applicant has minimised the extent of land and powers sought to the extent possible: freehold acquisition is sought for the operational equipment which is to be there for 40 years and is effectively built development, rights are sought for the cabling and then for temporary works only temporary possession is sought.

Mr Griffiths further expanded on how the temporary possession powers operate in the **Draft DCO [EN010158/APP/3.1.3]**. He confirmed that the ability to have temporary possession rights across all of the Order Land is important to enable the Applicant to minimise the need for compulsory acquisition. He gave the example of blue land which is primarily for cabling, and noted that the Applicant does not need a permanent easement for the whole width of the plot; rather, it needs a floating easement based on where the Applicant determines the cabling should be installed at final design. Mr Griffiths explained how that is where the temporary possession powers under Article 31 are engaged, because the Applicant under that article would be empowered to go onto the land and undertake survey work and micro-siting to identify the precise route for the cabling. Following the Applicant's installation of the cable, it would then take a permanent easement over a much narrower easement area, thereby minimising the compulsory acquisition under Article 24.

He further described how Article 31 in the **Draft DCO [EN010158/APP/3.1.3]** has a two-tier structure which would enable the Applicant to take temporary possession of the following land in connection with the construction of the Proposed Development:

- (a) under Article 31(1)(a)(i), land where only temporary possession and use is sought, being land shaded green on the **Land Plans [EN010158/APP/2.2.3]**; and
- (b) under Article 31(1)(a)(ii), which is the rest of the Order Land, meaning land that is shaded pink or blue on the **Land Plans [EN010158/APP/2.2.3]**.

In response to the Examining Authority's (ExA) question seeking clarification on how an Affected Person reviewing the **Land Plans [EN010158/APP/2.2.3]** would be aware that the Applicant was seeking temporary possession and use powers over all of the Order Land, Mr Griffiths again explained the colour-coding of the **Land Plans [EN010158/APP/2.2.3]** and also referred to Section 4.4 of the **Statement of Reasons [EN010158/APP/4.1.3]** which clearly steps through the two-tier structure of Article 31. Mr Griffiths confirmed

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that the Applicant would provide updated Land Plans at Deadline 1 which would include reference to the relevant part of the **Statement of Reasons [EN010158/APP/4.1.3]**.

***Post-hearing note:*** The request to update the **Land Plans [EN010158/APP/2.2.3]** became Action Point 1. See Section 3 'Response to Action Points from CAH1' of this Written Summary.

#### **4.5 Whether there is a compelling case in the public interest for the CA and TP provisions overall**

Mr Griffiths confirmed that the Applicant has established the compelling case for compulsory acquisition powers through its **Statement of Reasons [EN010158/APP/4.1.3]**, **Statement of Need [EN010158/APP/5.6] [APP-036]** and **Planning Statement [EN010158/APP/5.7.3]**. He confirmed that these documents together establish that the Secretary of State can be satisfied that there is a need for the compulsory acquisition, without which, there could be an impediment to the Applicant delivering this Nationally Significant Infrastructure Project (NSIP).

Mr Griffiths addressed the first key point, being the urgent need for critical national priority (CNP) infrastructure to achieve Government policy on energy decarbonisation, national security and economic benefits. He confirmed that solar is classed as CNP infrastructure in the Parliamentary-approved NPS EN-1, and explained that the Proposed Development meets that urgent need by being an NSIP of over 50MW.

Secondly, Mr Griffiths referred to how the Proposed Development will deliver wider scheme benefits, including: the BESS which maximises the land use and efficiency of the grid capacity as encouraged by NPS EN-3, the commitment by the Applicant to deliver above the minimum of 10% biodiversity net gain (BNG), enhancements to connectivity through rationalising and enhancing Public Rights of Way (PRoW) as set out at paragraph 5.2.7 of the **Statement of Reasons [EN010158/APP/4.1.3]** and the commitment to deliver 3.1km of new permissive footpaths, a variety of other biodiversity benefits and the employment commitment secured through the **Outline Employment, Skills and Supply Chain Plan [EN010158/APP/7.14.2]**. He assured that the Applicant has an established record of supporting local supply chains.

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Mr Griffiths confirmed that these benefits meet the tests in NPS EN-1 and NPS EN-3 and, taken together in the Applicant's view, confirm that there are no exceptional circumstances that would outweigh the presumption of granting consent, therefore satisfying the compelling case in the public interest. He concluded that to deliver that compelling case, compulsory acquisition powers are needed to deliver the scheme.

Lastly, Mr Griffiths clarified that even where an option agreement is secured with a landowner, compulsory acquisition powers are still required as a 'back-up' in case of instances of contractual breach. He confirmed that this approach was standard across DCOs.

#### **4.6 Whether adequate funding is likely to be available to enable the CA to proceed within the statutory period following (and in the event of) the draft Development Consent Order being made**

Mr Griffiths confirmed that the Applicant's **Funding Statement [EN010158/APP/4.2] [APP-017]** provides the corporate structure of the Applicant, with EDF Energy Renewables Limited holding 51% of the Applicant entity Rosefield Energyfarm Limited. The **Funding Statement [APP-017]** appends the accounts for the majority shareholder which illustrates that the EDF Group has cash, combined cash, or cash equivalent of £6.38 billion. He confirmed that this demonstrated that the Applicant could deliver construction costs, but also any costs relating to compulsory acquisition.

#### **4.7 How the Applicant has taken into account the relevant provisions from the Human Rights Act and the Equality Act 2010**

Mr Griffiths confirmed that the Applicant has had due regard to both the Human Rights Act 1998 and the Equality Act 2010.

He addressed the relevant Human Rights Act 1998 provisions, being the following articles:

- Article 1 of the First Protocol (protection of the right to peaceful enjoyment of possessions), where Mr Griffiths again affirmed that the Applicant had sought to minimise the extent of land to be subject to compulsory acquisition, including through temporary possession powers which will seek to minimise the extent of compulsory acquisition going forward. He also referenced the compelling case in the public

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interest, and the very significant public benefits arising from the Proposed Development which outweigh the effects upon persons who own property within the Order Land.

- Article 6 (those affected by compulsory acquisition powers are entitled to a fair and public hearing), where Mr Griffiths confirmed that Affected Persons had the ability to make representations throughout the statutory consultation process pre-Application submission, and to make relevant representations and written representations throughout the examination process. He noted that Affected Persons could also be heard at compulsory acquisition hearings.

In terms of the Equality Act 2010, Mr Griffiths noted that the Applicant had prepared an **Equality Impact Assessment [EN010158/APP/7.12] [APP-148]** to assess the potential equality impacts of the Proposed Development and to enable the ExA and the Secretary of State to fulfil their Public Sector Equality Duty. He confirmed that in the **Equality Impact Assessment [EN010158/APP/7.12] [APP-148]**, the Applicant demonstrates how the various protected characteristics against discrimination had been taken into account through its DCO Application and the mitigation measures that the Applicant has put in place, particularly through the management plans.

#### **4.8 Whether land is held inalienably by the National Trust for the purposes of section 130 of the PA2008**

Mr Griffiths confirmed that the Applicant had fully engaged with the National Trust in respect of their interest. He explained that the National Trust had written to the Planning Inspectorate by way of letter dated 10 December 2025 which the Applicant would submit at Deadline 1. He set out that in this letter, the National Trust confirm that its interest in plots 3/14, 3/15, 3/16, 3/17, 3/18 and 4/1 are not interests held by the National Trust inalienably and therefore do not fall within the scope of the Planning Act 2008. He also noted that the letter confirmed that the National Trust do not object to the Proposed Development on those plots, and that with the mitigation in place through the approved management plans, there would be no breach of their restrictive covenant.

***Post-hearing note:*** The request to submit the National Trust letter became Action Point 2. See Section 3 'Response to Action Points from CAH1' of this Written Summary.

# Agenda item Written summary of the Applicant's oral submissions

**Responses to ExA questions in response to the Applicant's strategic case**

White land

The ExA sought to understand the extent of the 'white land' in the **Land Plans [EN010158/APP/2.2.3]**, being land within the Order Limits that is not Order Land because there are no rights of compulsory acquisition or temporary possession sought by the Applicant.

In response to the ExA's query (and at a point later in the hearing after a brief adjournment), Mr James Dewey, Head of Compulsory Purchase at Gateley Hamer appearing on behalf of the Applicant, confirmed that the only white land currently in the **Land Plans [EN010158/APP/2.2.3]** was along East Claydon Road on Sheet 7 of the **Land Plans [EN010158/APP/2.2.3]**. However, Mr Griffiths noted that at Deadline 1, the **Land Plans [EN010158/APP/2.2.3]** would be updated to remove plot 7/6 from the Order Land (also located on Sheet 7), meaning that this plot would turn from blue land into white land. He confirmed that plot 6/7 was a pumping station and that the Applicant did not require powers over that plot. Mr Griffiths assured that the Applicant was confident that there would be no need for compulsory acquisition or temporary possession powers over the white land, but that the Applicant was not in a position to confirm that there would be no changes to the remaining Order Land. He suggested that if there were any further changes, such changes would likely be a reduction in powers sought, rather than an increase in powers sought.

Work Number 7: Working width of cable corridors

The ExA queried how the working width of the corridors as set out in the Application corresponds and relates to the widths of the plots over which rights are sought, seeking to gauge the level of flexibility sought. While Mr Griffiths explained that he did not have the precise width of the corridors before him, he noted that it is standard practice in the absence of developers being able to micro-site at such an early stage pre-consent, that flexibility be sought in the **Land Plans [EN010158/APP/2.2.3]** and powers to enable the Applicant to have a wider working area in the working width in order to enable the Applicant to have that flexibility so that when they

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come to construct, they have the necessary flexibility. He submitted that land changes over time, and that the Applicant wanted to avoid anything unidentified in the ground. Mr Griffiths observed that the corridor was not a straight line, which demonstrates that the Applicant had sought to minimise the powers sought and has had regard to constraints it is aware of above-ground. He confirmed that the Applicant was not seeking anything excessive in this power.

***Post-hearing note:*** *The ExA's request to provide further clarification on the working width of corridors and why that was required became Action Point 9. See Section 3 'Response to Action Points from CAH1' of this Written Summary for the Applicant's response.*

Work Number 6: Grid Connection Cabling Corridor near NGET East Claydon Substation

The ExA asked the Applicant to justify the extent of rights sought over land at the National Grid Electricity Transmission (NGET) interface on Sheet 7 of the **Land Plans [EN010158/APP/2.2.3]**, and queried whether there had been any attempt to date to refine that land having regard to known details from NGET. Mr Griffiths referred to NGET's submission **[AS-037]** dated 9 January 2026 in response to Procedural Deadline A, and how at paragraph 5.2 of that response confirmed how NGET "*appreciate the Applicant's position that as stated in the Environmental Statement (notably paragraph 4.7.26) that those limits extend to a larger area than may be required in practice for the delivery of the proposed development, in order to allow for flexibility, taking into account design development.*" Mr Griffiths noted that NGET holds sympathy for the Applicant's position, because NGET's new substation parameters remain unconfirmed. Following confirmation of precisely where the NGET Substation location will be (and indeed if it holds consent), the Applicant will be able to reduce the flexibility sought and refine that area. He noted that, if more certainty emerges within the next 6 months of examination, the Applicant would be able to refine that area (even if NGET do not hold planning permission).

Mr Griffiths concluded that, as it stands, the flexibility is necessary because the location of the new NGET Substation is unknown and NGET has not confirmed with the Applicant when it will be submitting its application for the new substation.

Work Number 10: green and blue infrastructure

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The ExA referred to the details of green and blue infrastructure set out in Appendices 1 and 2 of the **Outline Landscape and Ecological Management Plan [EN010158/APP/7.6.2]**, which refers to how the Applicant will use the land for mitigation and/or enhancements. The ExA sought to understand how much of the land was required for mitigation, and how much was required for enhancements, and whether that land is used solely for BNG or solely for mitigation. In response to the ExA's question, Mr Griffiths confirmed that it was a mixture of both: mitigation being planting, but how that mitigation was in and of itself an enhancement. He noted that the Applicant was not able to ascribe a particular plot as 'mitigation only' and another as 'enhancement only', because the two go hand in hand: by introducing mitigation and improving hedgerows and any additional planting, that would have an enhancement for wildlife, for example.

The ExA further queried whether all of the land required for Work Number 10 is considered to be both enhancement and mitigation, and sought to confirm the Applicant's view that there was no distinction in any parcel of land over which land or rights are sought. Mr Griffiths confirmed the Applicant would take this as an action point so that the Applicant could check the position as regard to the PRowS.

**Post-hearing note:** *The ExA's request to provide further clarification on this matter became Action Point 3. See Section 3 'Response to Action Points from CAH1' of this Written Summary for the Applicant's response.*

#### Funding

The ExA noted that the **Funding Statement [EN010158/APP/4.2] [APP-017]** did not directly address whether adequate funding will be available to enable the compulsory acquisition within the statutory period following the Order being made, and sought confirmation that the implication of adequacy of funding was indeed the case. Mr Griffiths confirmed that EDF Group has £6 billion of assets at present, therefore, this should provide the necessary confidence that there was the funding from the majority shareholder of the Applicant to cover not only compulsory acquisition, but the development of the project.

#### Private Loss

The ExA referred to Section 5.5 of the **Statement of Reasons [EN010158/APP/4.1.3]** and the references to compensation and design changes that would assist in minimising private loss. In response to the ExA's

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request for the Applicant to elaborate on some of the steps taken to minimise private loss, including any such losses that may be experienced by businesses, Mr Griffiths confirmed that during the evolution of the Proposed Development, the Applicant had regard to environmental effects but also concerns from Affected Persons. He gave the example of the BESS which was originally proposed to be in Field E23 of Parcel 3 and/or Fields D8/D9 in Parcel 2. In response to representations including of an Affected Person, Field E23 was removed as an option for the location of the BESS. The ExA requested the Applicant elaborate on this matter in writing.

***Post-hearing note:*** *The ExA's request to provide further clarification on this matter became Action Item 4. See Section 3 'Response to Action Points from CAH1' and Schedule 1 of this Written Summary for the Applicant's response.*

The ExA asked those in attendance whether they had any comments on the Applicant's strategic case. Ms Helen Hamilton, on behalf of the Claydon Solar Action Group, noted that GLVIA3 stated that in landscape terms, mitigation is not enhancement. She requested that the Applicant address this in its response to the Action Point on this matter. Mr Griffiths, on behalf of the Applicant, clarified that given this was a compulsory acquisition hearing, the Applicant would be prioritising its response to the ExA's question on land use and the use of the green infrastructure land as identified on the **Land Plans [EN010158/APP/2.2.3]** (rather than responding to Landscape Visual Impact Assessment (LVIA) effects which were not a matter for this hearing).

Mr Griffiths separately responded to a query in relation to the need for the BESS in light of the grid connection status raised by a member of the public. He confirmed that the Applicant would respond in writing to any written submission submitted on this matter, but reiterated in the meantime that there was policy in place including NPS EN-3 which encourages maximisation of the land and the grid connection. He stated that this was precisely what the BESS achieves. Mr Griffiths confirmed that a Gate One offer can be brought forward and noted that including the BESS in the overall master plan was the appropriate way for a coherent development to be assessed against the policy support confirming the need for battery to balance the grid system. Mr Griffiths concluded that the BESS could be brought forward earlier, subject to the grid.

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5	<b>Representations by affected persons</b>	<p>Mr James Preston raised three key concerns on behalf of Preston Farms Ltd, namely: impacts of construction traffic, ongoing third-party access to land, and how the overall layout had fragmented their farm holding.</p> <p>In response to Mr Preston, Mr Griffiths, on behalf of the Applicant, opened with echoing Mr Preston's statement that the Applicant and the Affected Persons had been constructively discussing the Proposed Development and the impacts on the business of Preston Farms Ltd and TCS Biosciences Ltd.</p> <p>Mr Griffiths noted that in <b>ES Volume 2, Chapter 14: Population [EN010158/APP/6.2] [APP-057]</b>, the Applicant recognises the non-agricultural nature of the Prestons' business. The Applicant appreciates the importance of the co-existence of the Affected Persons' business and the Proposed Development, which is why various mitigation measures had already been proposed in the DCO Application. For example, Design Commitment G2 in <b>Design Commitments [EN010158/APP/5.9.3]</b> provides for corridors for livestock to pass through.</p> <p>In addition, Mr Griffiths confirmed that at Deadline 1 the Applicant would be updating its <b>Outline Construction Environmental Management Plan (Outline CEMP) [EN010158/APP/7.2.2]</b> to include construction management measures specifically in response to concerns raised about the impacts on the Prestons' businesses. He gave the example that the Applicant appreciates noise may be a disturbing factor, and to address this the Applicant would commit to active consultation with all Affected Persons regarding the construction works that would take place, in order to ensure they have advanced warning of construction so that livestock could be moved to other places around the landholding to minimise any temporary impacts during construction. Mr Griffiths confirmed that the Applicant would also commit to comply with The British Horse Society's 'Advice on construction sites and horses'. Mr Griffiths also confirmed that the Applicant would be including a reference to biosecurity measures which reflect the Prestons' own biosecurity practices and noted that while the Applicant's construction workers would be complying with their own biosecurity practices, it appreciated the controlled nature of the Prestons' specialist operations and so would adopt theirs. He confirmed that the commitments to these measures would be included in an updated <b>Outline CEMP [EN010158/APP/7.2.2]</b>, with the detail included in the subsequent detailed Construction Environmental</p>

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	<p data-bbox="521 323 2085 395">Written summary of the Applicant's oral submissions</p> <p data-bbox="521 323 2085 395">Management Plan(s). He noted that the relevant local planning authority was the enforcing authority who would ensure that the details are included in the detailed Construction Environmental Management Plan(s).</p> <p data-bbox="521 435 2085 579">Mr Griffiths confirmed that the <b>Outline Operational Environmental Management Plan (Outline OEMP) [EN010158/APP/7.3.2]</b> would also be updated to include these measures to address any operational access required. He confirmed that the cable corridor would require permanent access rights over a narrow strip, but that he appreciates people would still be using this access which would require biosecurity measures.</p> <p data-bbox="521 619 2085 691">Further, the <b>Outline Decommissioning Environmental Management Plan (Outline DEMP) [EN010158/APP/7.4.2]</b> would also be updated to include these measures.</p> <p data-bbox="521 730 2085 802">Mr Griffiths confirmed that the Applicant was happy to share drafts of the additional wording and to discuss the updated drafting with the Affected Persons in advance of the Deadline 1 submission.</p> <p data-bbox="521 842 2085 914"><b>Post-hearing note:</b> <i>This matter became Action Point 5. See Section 3 'Response to Action Points from CAH1' of this Written Summary for the Applicant's response.</i></p> <p data-bbox="521 954 2085 1281">In response to the ExA's request for the Applicant to elaborate on the relocation agreement with Preston Farms Ltd, Mr James Dewey, appearing on behalf of the Applicant, confirmed that there are two areas of land in which the Prestons hold a land interest: the freehold plot owned by the Prestons over which a cable easement is required and the tenanted land that is owned by the Claydon Estate (the Estate). Mr Dewey confirmed that negotiations had been undertaken between Preston Farms Ltd and the Estate, which included a land swap agreement whereby similar sized land would be given from the Estate to the Prestons as a 'swap' for the land that they are vacating for the purposes of the Proposed Development. He confirmed that Heads of Terms for the land swap were agreed in September 2025, and that the agreement would secure the future of the Prestons in this area. Mr Dewey noted that this was with solicitors at the moment.</p> <p data-bbox="521 1321 2085 1393">The ExA queried the suitability of the land based on Mr Preston's comments in terms of needs of the business. Mr Dewey confirmed that the Prestons were part of the discussions with the Estate over various land options</p>

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		<p>and parcels that were available as exchange land. He confirmed that the agreement reached in the Heads of Terms included the definition of the area of land to be exchanged.</p> <p>Mr Preston confirmed in response that he was appreciative of the replacement land offer, but noted it was not currently a 'like for like' in terms of the condition of the land. He noted that his primary concern was that of access and biosecurity with the land they were retaining and through which the Applicant wishes to install its cable.</p> <p>In response to the ExA's query about whether the relocation agreement under negotiation would address these concerns, Mr Dewey noted that the matters raised by the Prestons were more for the construction and the design of the Proposed Development – in particular one parcel Field E23 now has corridors built into the design to enable animal movement.</p> <p>The ExA queried whether the replacement land was also land affected by the Proposed Development, and Mr Dewey confirmed that the replacement land would not be. Mr Griffiths, on behalf of the Applicant, concluded that it was helpful that the Affected Person had identified plots 6/10, 6/12 and 6/13 as their primary concern, being the plots over which cabling is to be installed and not the replacement land, and that these issues can be dealt with through the management plans as he had referred to.</p>
6	<b>Update on negotiations</b>	<p><b>Applicant to provide a brief update on the progress of negotiations with affected persons, including statutory undertakers, and anticipated timescales for their conclusions.</b></p> <p><b><u>Negotiations with Statutory Undertakers</u></b></p> <p>Mr Griffiths set out the position in respect of negotiations with each statutory undertaker, and addressed whether section 127 of the Planning Act 2008 was engaged and how the relevant tests for the exercise of powers pursuant to section 127 and section 138 of the Planning Act 2008 could be met if agreements are not reached:</p> <ul style="list-style-type: none"><li>• <b>Anglian Water Services Limited:</b> Mr Griffiths stated that both sections 127 and 138 are engaged, however, he confirmed that the Applicant is currently negotiating bespoke protective provisions with</li></ul>

#	Agenda item	Written summary of the Applicant's oral submissions
		<p>Anglian Water which would be included in the <b>Draft DCO [EN010158/APP/3.1.3]</b> once agreed. Mr Griffiths assured that the Applicant fully expected to reach agreement with this statutory undertaker during the course of examination, and that once the protective provisions are in place, that the Secretary of State can be satisfied as to there being no detriment in terms of the carrying on of that undertaking, therefore satisfying section 127. Section 138 would also be satisfied as the Applicant has demonstrated that the compulsory acquisition is necessary to ensure the Proposed Development can proceed unhindered.</p> <ul style="list-style-type: none"><li data-bbox="568 587 2098 762">• <b>British Telecommunications PLC (BT):</b> Mr Griffiths stated that section 127 is not engaged, but that section 138 is engaged. He confirmed that BT are working through Openreach Ltd and that the Applicant is in negotiations with Openreach Ltd regarding bespoke protective provisions and that once agreed, both BT and Openreach Ltd would have the necessary security over their assets. Mr Griffiths assured that the Applicant fully expected to reach agreement with Openreach during examination.</li><li data-bbox="568 775 2098 916">• <b>Buckingham &amp; River Ouzel Internal Drainage Board (IDB):</b> Mr Griffiths stated that section 127 is not engaged, but that section 138 is engaged. He confirmed that bespoke protective provisions are agreed and included at Schedule 15, Part 4 of the <b>Draft DCO [EN010158/APP/3.1.3]</b>, meaning that the IDB's assets will be adequately protected.</li><li data-bbox="568 928 2098 1027">• <b>Environment Agency:</b> Mr Griffiths stated that the Environment Agency does not have any assets within the Order Limits, therefore sections 127 and 138 are not engaged and they do not require any protective provisions.</li><li data-bbox="568 1040 2098 1251">• <b>GIGACLEAR Limited:</b> Mr Griffiths stated that section 127 is not engaged, but that section 138 is engaged. Following engagement, GIGACLEAR Limited confirmed in December 2025 that it does not require bespoke protective provisions. The Applicant has included the standard protective provisions for the operators of electronic communications code in Part 2 of Schedule 15 of the <b>Draft DCO [EN010158/APP/3.1.3]</b>, and considers that these protective provisions provide adequate protection to GIGACLEAR Limited.</li><li data-bbox="568 1264 2098 1364">• <b>National Grid Electricity Distribution (East Midlands) Plc (NGED):</b> Mr Griffiths stated that both sections 127 and 138 are engaged, and that as of this month, protective provisions had been agreed with NGED. The Secretary of State can be satisfied that there will be no detriment to their undertaking.</li></ul>

#	Agenda item	Written summary of the Applicant's oral submissions
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He confirmed that these protective provisions will also apply to National Grid Electricity Distribution Plc. The Applicant will update the **Draft DCO [EN010158/APP/3.1.3]** with the protected provisions once the commercial agreement between the parties signed, likely for Deadline 2.

- **National Grid Electricity Transmission Plc (NGET):** Mr Griffiths stated that both sections 127 and 138 are engaged. He confirmed that the Applicant and NGET are negotiating the bespoke protective provisions and that the Applicant anticipated reaching agreement with NGET during the course of the examination.
- **Openreach Ltd:** Section 127 is not engaged, but section 138 is engaged. As noted above, the Applicant is in negotiations with Openreach Ltd regarding bespoke protective provisions. Once agreed, both BT and Openreach Ltd would have the necessary security over their assets. Mr Griffiths assured that the Applicant fully expected to reach agreement with Openreach Ltd during examination.
- **Scottish and Southern Energy Power Distribution Limited (SSE):** Mr Griffiths stated that section 127 is not engaged, but that section 138 is engaged. He noted that SSE confirmed it did not require bespoke protective provisions, and that the Applicant considered the standard protective provisions for operators of electricity undertakers in Part 1 of Schedule 15 of the **Draft DCO [EN010158/APP/3.1.3]** would provide adequate protection to SSE.
- **Thames Water Utilities Ltd (TWUL):** Mr Griffiths stated that both sections 127 and 138 are engaged. He noted that TWUL provided the Applicant with its preferred bespoke protective provisions in January 2026, and that the Applicant was currently in negotiation with TWUL in response to them.
- **UK Power Networks Limited (UKPN):** Mr Griffiths stated that section 127 is not engaged, but that section 138 is engaged. He noted that UKPN had provided the Applicant with its requirements in January 2026, and that the Applicant was currently in negotiation with UKPN.
- **Vodafone Limited:** Mr Griffiths stated that section 127 is not engaged, but that section 138 is engaged. He confirmed that the Applicant entered into a commercial agreement with Vodafone Limited last year, and that there would be no amendment to the **Draft DCO [EN010158/APP/3.1.3]** as a result of that agreement.

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Mr Griffiths confirmed that the Applicant would continue to keep the ExA updated as to the status of negotiations with each statutory undertaker and noted that the Applicant's **Status of Negotiations with Statutory Undertakers [EN010158/APP/8.9]** to be submitted at Deadline 1 would provide the most up to date position in respect of each statutory undertaker.

In response to the ExA's query about whether TWUL would be included in an updated **Book of Reference [EN010158/APP/4.3.2]** at Deadline 1 to recognise their interests, Mr Griffiths confirmed that the Applicant was seeking to clarify where the TWUL assets were located in respect of the Order Land and that it may therefore be updated after Deadline 1. The ExA also noted that if it transpired updates were required, it would welcome any necessary updates to **ES Volume 3, Figure 5.1: Desk-Based Study of Existing Utilities [EN010158/APP/6.3] [APP-065]**, if appropriate.

***Post-hearing note:** This matter became Action Point 6. See Section 3 'Response to Action Points from CAH1' of this Written Summary for the Applicant's response.*

In response to the ExA's query about whether **Statkraft UK Ltd (Statkraft)** would be included in an updated **Book of Reference [EN010158/APP/4.3.2]**, Mr James Dewey on behalf of the Applicant confirmed that the Land Registry had been updated to show Statkraft's interests and therefore confirmed in the affirmative that the **Book of Reference [EN010158/APP/4.3.2]** would be updated to include this at Deadline 1. Mr Griffiths noted that the Applicant and Statkraft were in discussion and agreed that the most appropriate form of cooperation to manage how both parties were seeking cable rights in plot 7/2 was an Interface and Cooperation Agreement, rather than protective provisions. He explained that the Applicant needed protection as well, and that it would not receive such protection should Statkraft receive planning permission. Mr Griffiths observed that the overlap is small slither in the northwest corner of plot 7/2, and that given both parties are seeking cable rights, there was no reason the two could not co-exist.

### **Negotiations with Affected Persons**

#	Agenda item	Written summary of the Applicant's oral submissions
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Mr Dewey on behalf of the Applicant confirmed that the **Book of Reference [EN010158/APP/4.3.2]** would be updated at Deadline 1 to remove Mr Fowler because he no longer held an interest in any Order Land after he surrendered his tenancy interest.

Mr Dewey then proceeded to provide updates in respect of each of the land interests:

- **Claydon Estate:** Mr Dewey confirmed that the majority of the land upon which the solar farm is to be constructed is in the ownership of the Claydon Estate. The Applicant has an option agreement in place with the Estate that will enable the construction and occupation of the land, for the purposes of Rosefield Solar Farm.
- **A E J and FJ Claridge (the Claridges):** Mr Dewey stated that the Clarridges are tenants who occupy land owned by the Estate. Negotiations have been held between the Estate and the Claridges regarding a land swap agreement which will provide vacant possession of the land required for Rosefield Solar Farm in exchange for a similar land area with the Claridges, to ensure they maintain occupation of a similar land area. Mr Dewey confirmed that Heads of Terms were agreed with the Claridges in September 2025 and solicitors of each party are well advanced in completing the legal agreement. The Applicant has been working with the Estate in respect of the legal agreement with the Claridges, and has had a number of meetings with the Claridges to keep them updated on the project. In response to the ExA's question, Mr Dewey confirmed that the land swap agreement referred to was the same concept as the relocation agreement that is being discussed with Preston Farms Ltd, being namely, an exchange of land.
- **Mr Ives:** Mr Dewey stated that Mr Ives is the freehold owner of plot 7/11, and that his land was required for Abnormal Indivisible Load (AIL) access for a limited period during construction and for any operation and maintenance works. He confirmed that the Applicant's negotiations with Mr Ives are ongoing. However, agreement had not been possible to date because of differences in commercial terms. He noted that the Applicant will continue to seek agreement throughout the examination period.
- **NGET:** Mr Dewey stated that the Applicant requires plot 7/8 for a potential cable easement to connect the Rosefield Solar Farm into the proposed or existing NGET Substation. He reiterated that the Applicant was unaware of the precise point of connection, and as a result, the Applicant is currently seeking rights

#	Agenda item	Written summary of the Applicant's oral submissions
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across the whole parcel. Mr Dewey referred to paragraph 6.2 of NGET's submission [\[AS-037\]](#) dated 9 January 2026, NGET confirms that "appropriate clearances and prescribed easements together with an agreed form of protective provisions can deliver a solution". He confirmed that the Applicant is negotiating with NGET on that basis.

- **Mr Bullman:** Mr Dewey stated that plot 7/2 is in the freehold ownership of Mr Bullman. He confirmed that the Applicant had provided draft Heads of Terms to Mr Bullman, but that the terms were yet to be agreed because of the interface with Statkraft which is under discussion. He confirmed that negotiations with Mr Bullman's agent were ongoing and that the Applicant anticipated agreement would be reached by the conclusion of the examination period.
- **Corpus Christie College, University of Oxford:** Mr Dewey stated that plot 8/2 is in the freehold ownership of Corpus Christie College. He confirmed that the Applicant required the plot for road widening, and that the Applicant had been in negotiation with the College. He noted that draft Heads of Terms had been issued and that the parties were currently negotiating commercial terms. Again, the Applicant anticipated that it was seeking to reach agreement by the end of examination.

In response to the ExA's question about the unknown parties in the **Book of Reference** [\[EN010158/APP/4.3.2\]](#), Mr Dewey confirmed that the Applicant continued to carry out land referencing exercises, review updates to Land Registry, and would continue to erect signs at the Site throughout the examination process.

The ExA observed that the **Schedule of Negotiations and Powers Sought** [\[EN010158/APP/4.4.2\]](#) [\[AS-016\]](#) did not specifically mention Buckinghamshire Council, although noted that Table 2 identified plots within the highway over which rights were sought. Mr Dewey stated that as far as he was aware, any of the works being done to highways would be carried out under the highway's provisions and that no separate agreements were in discussion. Mr Daniel Kozelko on behalf of Buckinghamshire Council noted that he would confirm that this was the case.

**Post-hearing note:** *This became Action Point 7 for the Buckinghamshire Council.*

# Agenda item Written summary of the Applicant's oral submissions

The ExA then turned to parties who had expressed an interest to speak at the hearing.

In response to Mr Turner (appearing on behalf of Mr Greg Smith MP for mid-Buckinghamshire) Mr Griffiths on behalf of the Applicant confirmed that the examination process provided Affected Persons with a forum to participate and for the Applicant's DCO Application to be stringently examined. Secondly, he noted that one of the reasons the Site was identified and chosen was to minimise compulsory acquisition. Mr Griffiths restated that there is a primary landowner over which the majority of the solar PV generating statement would be located, and that the primary landowner had entered into a voluntary agreement with the Applicant. He noted that conversely, any other site may have no voluntary agreements over the land or more than one primary landowner. Therefore, the Applicant was minimising the compulsory acquisition required for the Proposed Development. Thirdly, on the benefits, Mr Griffiths stated that, as Mr Smith MP would likely be aware, the NPS had been adopted by Parliament, and the urgent need for the CNP infrastructure is clearly set out in the NPS giving the ExA clear direction.

Mr Griffiths provided further submissions to clarify the situation with the tenants on the Estate land. With regards to the Clarridges and the Prestons that a land swap deal was being discussed and agreed, to enable their respective businesses to operate. In respect of Mr Fowler, Mr Griffiths confirmed that he surrendered his tenancy.

In response to Dr Chris Jordon, a resident of East Claydon and member of East Claydon Parish Council (though speaking on behalf of himself), Mr Griffiths put on record that the reference to an eviction of Mr Fowler was incorrect. He referred to how Mr Fowler surrendered his tenancy agreement. Secondly, the scheme is for 40 years, and as has been determined by the Secretary of State in recent DCO determinations, that has been classed as a temporary period. Mr Griffiths confirmed that the DCO Application clearly set out that, at the conclusion of the 40-year period, the land would be returned to the landowner where there were leases in place, for that landowner to then do with the land what they wished.

#	Agenda item	Written summary of the Applicant's oral submissions
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Mr Griffiths referred to **ES Volume 2, Chapter 14: Population [EN010158/APP/6.2] [APP-057]** which includes an assessment of agricultural and non-agricultural businesses. In respect of agricultural businesses, the assessment identifies those agricultural landholdings as a receptor of very high sensitivity, but that the magnitude of change is minor and the conclusion is that there is a temporary or permanent slight adverse effect on those businesses. He explained that this was due in part to the land swap agreements and the mitigation measures secured in the management plans. Mr Griffiths confirmed that the non-agricultural businesses were classed as high or very high value receptors and again noted that the assessment concluded a slight or negligible impact, again as a result of the land swap agreements and the mitigation measures secured in the management plans.

Mr Griffiths highlighted that the Application only contains 1.5% Best and Most Versatile (BMV) land. He observed that that was extremely low for a project of this size.

In response to the ExA's query about whether Affected Persons who potentially may not be able to engage in the process due to the status of their negotiations with the Applicant, Mr Griffiths confirmed that any Affected Person can appear at the hearing and submit relevant and written representations. He confirmed that there was nothing in the negotiations between the Applicant and those Affected Persons that would prevent Affected Persons from speaking at the hearings and providing their views. He stated that it was for Affected Persons to decide if they wanted to appear, and that the Applicant considered the hearings to be an open forum and in effect were a round-table Q&A led by the ExA.

In response to Ms Hamilton's request for the terms on which the tenant farmer (Mr Fowler) surrendered his tenancy, Mr Dewey confirmed, on behalf of the Applicant, that those terms were personal to Mr Fowler and that it was a confidential agreement between the Estate and Mr Fowler, and therefore not for Applicant to rightfully disclose. Mr Dewey confirmed that the Applicant would consider what it could submit in writing at Deadline 1 to confirm this position without breaching confidentiality.

# Agenda item Written summary of the Applicant's oral submissions

***Post-hearing note:** This issue became Action Point 8. See Section 3 'Response to Action Points from CAH1' of this Written Summary for the Applicant's response.*

**7 Action points**

The ExA confirmed the actions from the hearing. The Applicant has provided a response to all actions allocated to it – see **Section 3** of this Written Summary.

1. Applicant to include a footnote on the **Land Plans [EN010158/APP/2.2.2] [AS-005]** to clarify that temporary possession powers are sought over all order land with cross referencing to the relevant section of the **Statement of Reasons [EN010158/APP/4.1.2] [AS-014]**.
2. Applicant / National Trust to submit correspondence regarding the National Trust's position in relation to inalienable land.
3. Applicant to provide further clarification on Works No. 10 (green and blue infrastructure), and clarify what land is sought for landscape or ecological mitigation and which is for sought enhancements. This should include details regarding public rights of way and biodiversity net gain.
4. Applicant to prepare a note on private loss and how it has been considered and minimised. Provide more information on design changes and measures taken.
5. Applicant to update the relevant outline management plans to provide a commitment to additional biosecurity mitigation measures to ensure adequate protection of the livestock on Preston Farms during construction, operation (including maintenance) and decommissioning of the Proposed Development, in consultation with Mr Preston.
6. Applicant to confirm, at Deadline 1 if possible, whether Thames Water will be included in Book of Reference and update the **Book of Reference [EN010158/APP/4.3] [APP-018]** and **ES Volume 3, Figure 5.1: Desk-Based Study of Existing Utilities [EN010158/APP/6.3] [APP-065]**, if appropriate.
7. Buckinghamshire Council to clarify if there are any further negotiations required between Buckinghamshire Council and the Applicant regarding highways assets or land in relation to compulsory acquisition or temporary possession.
8. Applicant to provide a written response on the point regarding whether a tenant farmer (Mr Fowler) surrendered their tenancy, or otherwise. Provide clarity on position in relation to Mr Fowler.

#	Agenda item	Written summary of the Applicant's oral submissions
		9. Applicant to provide a note which summarises the width of the proposed Works No. 7 (interconnecting cable corridors) in relation to the working widths of the corridors to give further information on the degree of flexibility sought.
8	Next steps and closing	The ExA confirmed that the time reserved for the following morning (26 February 2026) for the continuation of the CAH was not required. The ExA closed the hearing at 15:45.

### 3. Response to Action Points from CAH1

This table sets out the list of action points that arose during CAH1 (as subsequently provided in writing as [\[EV2-006\]](#)) and the Applicant's response to them.

#	Directed to	Applicant's Response
<p><b>Action Point 1:</b> Include a footnote on the <b>Land Plans [EN010158/APP/2.2.2] [AS-005]</b> to clarify that temporary possession powers are sought over all order land with cross referencing to the relevant section of the <b>Statement of Reasons [EN010158/APP/4.1.2] [AS-014]</b>.</p>	Applicant	<p>The Applicant has submitted updated <b>Land Plans [EN010158/APP/2.2.3]</b> at Deadline 1 to include the following text as note number 6 in the 'Notes' section on the Key Sheet:</p> <p><i>"The Applicant is also seeking powers of temporary possession over the entirety of the Order Land, see Section 4.4 of the Statement of Reasons [AS-014] for more information."</i></p>
<p><b>Action Point 2:</b> Submit correspondence regarding the National Trust's position in relation to inalienable land.</p>	Applicant National Trust	<p>At Deadline 1, the Applicant has submitted <b>Draft SoCG with National Trust [EN010158/APP/5.17]</b> which attaches at Appendix 1 a Letter of Comfort from the National Trust dated 10 December 2025 and at Appendix 2 a letter signed on behalf of the Applicant dated 23 September 2025.</p> <p>In the National Trust Letter of Comfort at Appendix 1, the National Trust confirm that it does not hold the land which has the benefit of the restrictive covenants inalienably for the purposes of section 130 of the Planning Act 2008. The National Trust also confirm that it has no objection to the Proposed Development within the plots which have the benefit of restrictive covenants, on the basis that all works on these plots will be undertaken in accordance with an approved management plan under the DCO. The letter at Appendix 2 confirms the conditions on which the National Trust consent is granted.</p>

#	Directed to	Applicant's Response
<p><b>Action Point 3:</b> Provide further clarification on Works No. 10 (green and blue infrastructure), and clarify what land is sought for landscape or ecological mitigation and which is sought for enhancements. This should include details regarding public rights of way and biodiversity net gain.</p>	<p>Applicant</p>	<p>The land included within Works No. 10 includes land sought for both landscape and ecological mitigation and enhancement, including Public Rights of Way (PRoW) and areas for Biodiversity Net Gain. The Applicant is not able to ascribe a particular area as land required only for mitigation and another as only for enhancement, as the two work in parallel. For example, introducing hedgerow planting for landscape mitigation would also have an ecological enhancement or diverting a PRoW around the edge of a field to mitigate visual effects for users of the route would create a corridor of ecological enhancement through habitat creation.</p> <p>The purpose of the EIA is to report the environmental effects and not to explicitly classify the various design measures. In reporting effects, the fact that a part of the development is entirely or primarily proposed as a mitigation measure does not remove the need to report other effects that may arise from it. An example of this arises from considering a noise barrier; it is not likely to be considered an appropriate approach to omit the reporting of adverse landscape and visual effects arising from that noise fence on the basis that it is provided as a noise mitigation measure. The reporting of positive effects (such as biodiversity enhancement arising from hedges provided for visual mitigation) is no different.</p> <p>In relation to landscape mitigation, GLVIA3 paragraph 3.39 states that:  <i>“Enhancement is not a formal requirement of the Regulations. It is often referred to incorrectly as an outcome of proposed mitigation measures for example where planting is proposed to mitigate landscape and/or visual effects but will also achieve an enhancement of the baseline condition of the landscape. In practice enhancement is not specifically related to mitigation of adverse landscape and visual effects but means any proposals that seek to improve the landscape and/or visual amenity of the proposed development site and its wider setting beyond its baseline condition.”</i></p>

#	Directed to	Applicant's Response
		<p>It should be noted that GLVIA3 is only applicable to LVIA and not to ecology/biodiversity or EIA more widely. The paragraph simply seeks to caution on the description of certain design measures as enhancement, where they should be referred to as mitigation. The paragraph is in a section of the guidance about mitigation – not about the assessment of effects and does not state or imply that effects arising from mitigation measures should not be reported.</p>
<p><b>Action Point 4:</b> Prepare a note on private loss and how it has been considered and minimised. Provide more information on design changes and measures taken.</p>	<p>Applicant</p>	<p>See response note at <b>Appendix 1</b> of this Written Summary of the Applicant's Oral Submissions at CAH1.</p>
<p><b>Action Point 5:</b> Update the relevant outline management plans to provide a commitment to additional biosecurity mitigation measures to ensure adequate protection of the livestock on Preston Farms during construction, operation and decommissioning of the Proposed Development, in consultation with Mr Preston.</p>	<p>Applicant</p>	<p>At Deadline 1, the Applicant submitted updates to the <b>Outline CEMP [EN010158/APP/7.2.2]</b>, <b>Outline OEMP [EN010158/APP/7.3.2]</b>, <b>Outline DEMP [EN010158/APP/7.4.2]</b> and <b>Outline Construction Traffic Management Plan (Outline CTMP) [EN010158/APP/7.5.2]</b> to address the concerns raised by Mr Preston, and ultimately to ensure impacts on Preston Farms Ltd and TCS Biosciences Ltd's businesses are mitigated.</p> <p>In the updated <b>Outline CEMP [EN010158/APP/7.2.2]</b>, <b>Outline OEMP [EN010158/APP/7.3.2]</b> and <b>Outline DEMP [EN010158/APP/7.4.2]</b>, the Applicant commits to liaising with the Prestons during the preparation of the relevant detailed management plans, and commits to measures to be secured in the detailed plans as including: the advance notification of the location and timing of the Applicant's activities when in proximity to the Prestons' grazing land, appropriate biosecurity measures reflective of the Prestons' own practices and the provisions of toolbox talks about the sensitive nature of the Prestons' specialist operations.</p>

#	Directed to	Applicant's Response
<p><b>Action Point 6:</b> At Deadline 1, if possible, confirm whether Thames Water will be included in Book of Reference and update the Book of Reference [APP-018] and the desk-based assessment of utilities [APP-065], if appropriate.</p>	<p>Applicant</p>	<p>In the updated <b>Outline CTMP [EN010158/APP/7.5.2]</b>, the Applicant commits to provide livestock crossing points at locations to be agreed with relevant farmers, and that it will design the livestock crossing points in discussion with relevant farmers to ensure that they are of sufficient width to enable the safe passage of livestock. The <b>Outline CTMP [EN010158/APP/7.5.2]</b> also now secures that no construction traffic will be permitted to travel east on Granborough Road to minimise interactions with location agricultural traffic and livestock crossings on the public road.</p> <p>The Applicant confirms that it has shared the draft updated management plans with the Prestons prior to submission at Deadline 1.</p> <p>The Applicant has confirmed that Thames Water Utilities Ltd (TWUL) holds interests within plots 8/1, 8/2, 8/3, 8/4, 8/5, 8/6, 8/7 and 8/8.</p> <p>At Deadline 1, the Applicant has submitted an updated <b>Book of Reference [EN010158/APP/4.3.2]</b> and the <b>Status of Negotiations with Statutory Undertakers [EN010158/APP/8.9]</b> which reflect TWUL's interest in this land. The Applicant will provide an updated <b>ES Volume 3, Figure 5.1: Desk-Based Study of Existing Utilities [EN010158/APP/6.3]</b> [<a href="#">APP-065</a>] at a subsequent deadline.</p> <p>For completeness, the Applicant confirms that its negotiations to agree bespoke protective provisions with TWUL are progressing positively.</p>
<p><b>Action Point 7:</b> Clarify if there are any further negotiations required between Buckinghamshire Council and the applicant regarding highways assets or land</p>	<p>Buckinghamshire Council</p>	<p>No response required from the Applicant.</p>

#	Directed to	Applicant's Response
<p>in relation to compulsory acquisition or temporary possession.</p>		
<p><b>Action Point 8:</b> Provide a written response on the point regarding whether a tenant farmer (Mr Fowler) surrendered their tenancy, or otherwise. Provide clarity on position in relation to Mr Fowler.</p>	<p>Applicant</p>	<p>A letter from the Claydon Estate's solicitors, HCR Legal LLP, to the Planning Inspector dated 5 March 2026 is at <b>Appendix 2</b> of this Written Summary of the Applicant's Oral Submissions at CAH1.</p> <p>The letter confirms that Mr Fowler entered into an agreement for the voluntary surrender of his agricultural tenancy agreement and that the terms of the agreement were negotiated at arms' length and with legal representation.</p>
<p><b>Action Point 9:</b> Provide a note which summarises the width of the proposed Works No. 7 (interconnecting cable corridors) in relation to the working widths of the corridors to give further information on the degree of flexibility sought.</p>	<p>Applicant</p>	<p>The Interconnecting Cabling Corridor is an approximately 380m wide swathe between Parcels 1 and 2, within which a maximum construction working width of up to 25m between Parcels 1 and 2 is located. Between Parcels 2 and 3, there is an approximately 625m wide swathe, within which a maximum construction working width of up to 50m is required. The reason for the increased working width between Parcels 2 and 3 is because there is substantially more cabling between these parcels. The Applicant notes that the width of the permanent easements for the Interconnecting Cable Corridor will be approximately 15m (between Parcels 1 and 2) and 42m (between Parcels 2 and 3 at its widest), though reiterates that this is indicative only.</p> <p>The Grid Connection Cabling Corridor is an approximately 215m wide swathe, within which the Grid Connection Cabling Corridor working width of up to 25m is located. The typical 25m working width would be reduced to up to 12.5m where hedgerows need to be crossed, to minimise the removal and post-construction reinstatement of hedgerow. The cables and associated trench would seek to run alongside the two-lane haul road, where practicable, to avoid wider excavation. The</p>

#	Directed to	Applicant's Response
		<p>Applicant notes that the width of the permanent easement will be approximately 6m for the Grid Connection Cabling Corridor, noting this is only indicative.</p> <p>The Applicant confirms that the maximum working widths (i.e. the maximum parameters) are secured in the updated <b>Outline CEMP [EN010158/APP/7.2.2]</b> submitted at Deadline 1. The extent of the wider working widths are required to build in the necessary construction flexibility and risk management at the pre-consent stage, in circumstances where the Applicant has not carried out detailed surveys and micro-siting to confirm constraints (such as potential archaeological features, obstructions, route deviations). This wider corridor is required before the Applicant can confirm the narrower, permanent cabling footprint ultimately needed post-consent. This approach of seeking powers of temporary possession and/or acquisition of new rights for a wider routing corridor to then be refined following necessary survey information to inform detailed design is well-established and accepted in Development Consent Orders.</p>

# Appendix 1

## Approach to minimising private loss



# 1. Approach to minimising private loss

## 1.1. Introduction

- 1.1.1. In response to Action Point 4, the Applicant provides this further information to elaborate on its approach to minimising private loss. As the Applicant is negotiating commercial agreements with the freehold interests, this note focuses on how the Applicant has sought to reduce impacts to key tenant interests (and their businesses, where relevant) in the Proposed Development's main development area.
- 1.1.2. The Applicant's overarching approach to minimise private loss is set out at Section 5.5 of the **Statement of Reasons [EN010158/APP/4.1.3]**, which recognises that the use of compulsory acquisition powers would result in a private loss by those persons whose land or interests in land is compulsorily acquired. While appropriate compensation would be available to those entitled to claim it under the relevant provisions of the statutory compensation code, the Applicant has taken proactive steps to engage with Affected Persons, including through consultation and informal engagement, to understand the impacts on them and seek to minimise them.
- 1.1.3. This has resulted in design changes (where practicable) as set out below to minimise private loss. Overarching design changes and measures to minimise the impact on all land interests and businesses include the following:
- The **Outline Construction Environmental Management Plan (CEMP) [EN010158/APP/7.2.2]** sets out noise controls, including noise barriers, that will be put in place during the construction phase in order to mitigate any impact on adjoining tenants. The **Outline Operational Environmental Management Plan (OEMP) [EN010158/APP/7.3.2]** sets out how noise around the BESS and Rosefield Substation will be controlled during the operational (including maintenance) phase in order to mitigate the impact on tenants adjoining land.
  - There are setbacks and increased screening for residents at Catherine and Calvert Cottages. This is covered at paragraphs 5.4.10, 5.5.10 and 5.5.15 of the **Design Approach Document (DAD) [EN010158/APP/5.8.2]**.
  - As discussed in detail below, the field options for the BESS and Rosefield Substation were refined to remove Fields D18 and D19 (part of plot 4/11 on the **Land Plans [EN010158/APP/2.2.3]**). Part of the reasoning was to mitigate the impact on Hogshaw Farm who are an adjoining landowner. This is covered at paragraphs 5.4.15 and 5.4.16 of the **DAD [EN010158/APP/5.8.2]**.
- 1.1.4. The controls in the outline management plans listed above minimise the impact on all tenants (including for example, Mr Fenemore) and owner

occupiers (Mr Bullman, Mr Ives and NGET). The Applicant's **Land and Rights Negotiations Tracker [EN010158/APP/8.8]** submitted at Deadline 1 provides the current status of negotiations with all Affected Persons. The remainder of this note focuses on Preston Farms Limited and the Claridge family who occupy the main development area within the Order Limits.

## 1.2. Key tenant interests in the main development area

- 1.2.1. At the time of submission there were three existing tenant interests within the main development area (i.e., excluding cable easement, Abnormal Indivisible Loads (AIL) and road widening) of the Order Land: Mr Fowler, Preston Farms Limited and A E J and FJ Claridge (the 'Claridge family').
- 1.2.2. In respect of Mr Fowler who was in occupation of plots 4/7, 4/9, 4/11, 5/4, 6/1, 6/2, 6/3, 6/4, he entered into an agreement with the Claydon Estate for the voluntary surrender of his tenancy interest. This is confirmed in the letter dated 5 March 2026 from HRC Legal LLP (the Claydon Estate's lawyers) at Appendix 2 of this Written Summary of Oral Submissions.
- 1.2.3. As submitted at CAH1 and set out in **ES Volume 2, Chapter 14: Population [EN010158/APP/6.2] [APP-057]**, both Preston Farm Limited and the Claridge family have been offered replacement land by the Claydon Estate that will ensure their land holdings are more than equal to the existing land holding. Both tenants were involved in the identification of the exchange land, and the negotiation includes terms which will secure each tenants' occupation into the future. Heads of Terms for the respective tenants were signed in September 2025 and solicitors represent each party in the negotiations of the legal agreements. In addition to the land swap agreements, the Applicant has also made specific design changes to accommodate the interests of each tenant and to minimise the private loss experienced, as set out below.

### Preston Farms Limited

- 1.2.4. Preston Farms Limited lease plots 6/9, 6/10, 6/12, 6/13, 7/1, 7/3, 7/5, 7/9, 7/12 owned by the Claydon Estate that are required for the delivery of the Proposed Development. Preston Farms Limited manages the livestock that support the specialist production undertaken by TCS Biosciences Limited. TCS Biosciences Limited is a business owned by the Preston family, which manufactures and distributes laboratory reagents, test kits and quality control reagents. TCS Biosciences Limited operates from property adjacent to the Site but is reliant on Preston Farms Limited in relation to livestock. Preston Farms Limited has therefore been assessed as a commercial use on the land within the Order Limits.
- 1.2.5. Separate to their tenancy interest, Preston Farms Limited own the freehold of land of plot 7/4 that may be required for the Grid Connection Cabling

Corridor as well as occupying land adjacent to the Site as part of their business operation.

1.2.6. Changes that have been made through the consultation and design stages to minimise the impacts include:

- To minimise the risk of contamination and interaction with livestock over land that Preston Farms Limited will be farming, proposed access across plot 6/10 between Site 2 and Site 3 during the operational (including maintenance) phase of the Proposed Development has been limited. Access to plot 6/10 during the operational (including maintenance) phase will be limited to ad hoc, infrequent access for any necessary maintenance cabling works. This access is shown on Sheet 6 of the **Illustrative Layout Plans and Sections [EN010158/APP/2.6.3]** and the **Illustrative Masterplan at Figure 5.6 of the DAD [EN010158/APP/5.8.2]**. The Applicant will provide advance notification of any such maintenance activities – secured by commitments in the updated **Outline Operational Environmental Management Plan (OEMP) [EN010158/APP/7.3.2]**.
- In addition in respect of plot 6/10, following consultation with the Prestons, a proposed construction compound was removed from plot 6/10 to ensure less overall impact on land retained by the Prestons during the construction phase.
- The indicative access across plot 6/12 was moved from the field boundary to instead follow the route of the existing overhead infrastructure, to reduce the impact on retained land, follow existing infrastructure and assist with the movement of livestock. This is shown on the **Illustrative Layout Plans and Sections [EN010158/APP/2.6.3]** and the **Illustrative Masterplan at Figure 5.6 of the DAD [EN010158/APP/5.8.2]**. The access point is shown at **ES Volume 3, Figure 3.9: Indicative Construction and Operational Access [EN010158/APP/6.3] [APP-063]** and the location of Highways Works associated with the access point is shown as 'Work No. 9 Highway Works' on Sheet 6 of the **Works Plans [EN010158/APP/2.3.3]**.
- Prior to targeted consultation (21 May 2025 to 16 July 2025), the Rosefield Substation was proposed to be located in either plot 7/9 (Field E11) or plot 6/13 (Field E23). The BESS was proposed to be in Fields D8/D9 and/or Field E23. Field E23 was identified because of uncertainty as to the location of the National Grid East Claydon Substation extension and whether there would be sufficient space available within Field E11 to accommodate the Rosefield Substation in light of NGET's development. Further changes were made during Phase Two Consultation and particularly in response to engagement with Preston Farms Limited, the Applicant refined the design so that the proposed Rosefield Substation would instead be located in plot 7/9 (Field E11 and/or E20) in recognition of the need for Preston Farms Limited to be able to move animals through plot 6/13 (Field E23) and in

order to reduce any perceived impact on adjoining land. This is explained at paragraph 5.5.23 and 5.5.24 of the **DAD [EN010158/APP/5.8.2]**. Design Commitment G2 provides that the solar PV modules within plot 6/13 (Field E23) will be designed to create a corridor for grazing animals to pass through solar PV development for the tenants, being Preston Farms Limited. This commitment is secured in **Design Commitments [EN010158/APP/5.9.3]**.

- Sion Hill Farm represents the main operational building of the Preston Farms Limited's livestock operation alongside the residential home for the farm manager. Any disruption to Sion Hill Farm would impact both the business operation and residential accommodation. Proposals for the BESS were removed from any areas around Sion Hill Farm after Phase One Consultation - namely plot 6/13 (Field E23) - and located in plot 6/2 and/or 4/11 (Field D8 and/or D9) to limit any disturbance and in particular any noise disruption during both construction and operation. This is covered at paragraph 5.4.25 of the **DAD [EN010158/APP/5.8.2]**.
- After Phase One Consultation, land to the west of Parcel 3 and south of Sion Hill Farm was removed from the Order Limits as it was not required for the Interconnecting Cable Corridor or Internal Access Corridor. Amongst other matters, this ensured construction works were further from Sion Hill Farm thus minimising the impact on both the residential accommodation and the farming operation and reducing the area of land occupied by the Prestons within the Proposed Development's Order Limits, therefore a reduction in the area over which compulsory acquisition powers are sought. This is covered at paragraph 5.4.30 of the **DAD [EN010158/APP/5.8.2]**.

### The Claridge family:

1.2.7. The Claridge family lease plots 1/1, 1/3, 1/7, 1/11, 1/12, 1/14, 1/15, 2/1, 2/2, 2/3, 2/4, 2/5, 2/6, 3/1, 3/3, 3/4, 3/13, 3/14, 3/16, 5/1, 5/2 from the Claydon Estate. The Claridge family predominantly use the land for cattle although have a mix of agricultural uses. Their main residence is Knowlhill Farm which is shown on Sheet 2 of the **Land Plans [EN010158/APP/2.2.3]** shaded as yellow land (because it is not within the Order Limits or Order Land) and labelled 'Knowlhill Farm'.

- In order to avoid access to Site 1A which would pass through land which will continue to be farmed by the Claridge family, a new access route around Romer Wood (plot 2/7), was included at Design Stage 3, which follows the existing HS2 access route. This removes the need to pass via Knowlhill Farm via plots 2/3 and 2/4 unless necessary. This is included at paragraph 5.5.31 of the **DAD [EN010158/APP/5.8.2]**.
- At the request of the Claridge family, access has been provided to a spring for the Claridge family at plot 1/13 (Field B20). The access point is referenced at paragraph 5.5.32 of the **DAD [EN010158/APP/5.8.2]** and shown on the Sheet 3 of the **Illustrative Layout Plans and**

**Sections [EN010158/APP/2.6.3]** and the Illustrative Masterplan at Figure 5.3 of the **DAD [EN010158/APP/5.8.2]**. The access point is shown on **ES Volume 3, Figure 3.9: Indicative Construction and Operational Access [EN010158/APP/6.3] [APP-063]** and location of Highways Works associated with access point shown as 'Work No. 9 Highway Works' on Sheet 3 of the **Works Plans [EN010158/APP/2.3.3]**.

- The Applicant has included an indicative track across plots 3/11, 3/13, 3/14, 3/15, 3/16, 3/18, 4/1 and 4/2 which can be utilised by the Claridge family for farm access purposes to assist with their movements around the farm holding. The final choice of corridor is referenced at paragraphs 5.5.28 and 5.5.29 of the **DAD [EN010158/APP/5.8.2]**.
- During design stages 1 and 2, a southern cable route and construction access track option located south of Home Wood was considered. However, among the factors taken into consideration when adopting the northern option at Design Stage 3 was the ability to keep construction traffic further from Knowlhill Farm thereby limiting traffic disruption to the Claridge family.
- Following consultation with the Claridge family, the Applicant ensured that the **Outline Drainage Strategy [EN010158/APP/7.11.2]** did not include any measures in plots throughout Parcel 1 that would have the potential to alter existing water flows from Knowl Hill because the Claridge family rely on the current water flow for their agricultural activities.

# Appendix 2

**Letter from the Claydon Estate's  
solicitors, HCR Legal LLP dated 5  
March 2026**



Your reference:

Our reference: ED06.CLA1465-0059.ED

Direct email: [REDACTED]@hcrlaw.com

# hcrlaw

5 March 2026

Planning Inspectorate

**Lancaster House**  
**Nunn Mills Road**  
**Northampton**  
**NN1 5GE**  
Telephone: 01604 233 233  
Fax: 01604 627 941  
Direct Line: [REDACTED]  
**AGRICULTURE AND ESTATES**

Dear Planning Inspectorate

**Our Client: Claydon Estate LLP**

**Holding: Bernwood Farm, Botolph Claydon, Buckinghamshire (“the Holding”)**

We act for Claydon Estate LLP, the freehold owner of the Holding. The Holding is included in the Order Land for the Rosefield Solar Farm (the “Project”) and is referenced in the Book of Reference [APP--018] as Plots 4/7, 4/9, 4/11, 5/4, 6/1, 6/2, 6/3, 6/4. Claydon Estate LLP entered into an Option for Lease over the Holding with the Applicant for the Project, Rosefield Energyfarm Limited, in November 2022.

We understand that at Compulsory Acquisition Hearing 1 held on 25 February 2026, questions were raised as to the circumstances of the termination of the former long-term agricultural tenancy over the Holding. We therefore write to clarify the position to assist the Examination.

We confirm that our Client, Claydon Estate LLP, entered into an agreement with the then tenant of the Holding, Mr Fowler, on 8 April 2024. That agreement provided for the voluntary surrender of the long-term agricultural tenancy agreement in respect of the Holding in return for the grant of a new short-term tenancy which subsequently expired in September 2025. The terms of the agreement were negotiated at arms’ length, and we confirm that both our Client and Mr Fowler were legally represented during the negotiations of the terms of the agreement.

We trust this clarifies the position.

Yours faithfully

*HCR Legal LLP*

**HCR LEGAL LLP**

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