

Our Ref: wja/TW Ives/AP052241

10th March 2026

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**Written Representations on behalf of Mr Terence Walter Ives:
Interested Party Reference number:** [REDACTED]

**Planning Act 2008 – Section 89; and
The Infrastructure Planning (Examination Procedure) Rules – rules 8 and 9**

**Application by Rosefield Energyfarm Limited
for an Order granting Development Consent for Rosefield Solar Farm
PIN reference number: EN010158**

1. Affected party

Mr Terence Walter Ives (“Mr Ives”) [REDACTED]
[REDACTED]: Land Registry titles BM287615 and BM339587.

2. Relevant works

Following the necessary research to draw up these Representations, it has been established that Mr Ives’ property, land and farming business will be affected by the following proposed “Works” under the Rosefield Solar Farm development (“the Scheme”):

- **Work No. 2:** works in connection with an onsite sub-station compound included
- **Work No. 2A:** sub-station works
- **Work No 2B:** an abnormal indivisible load corridor required to facilitate abnormal indivisible load movements including –
 - in connection with Work No. 2A and
 - crossings over watercourses via bridges or culvert
- **Work No. 9:** highway works

It is submitted that the principle injurious affect that Mr Ives might suffer will be under **Work No. 2B** for the provision of ‘an access for abnormal indivisible loads’ across his agricultural land.

3. Procedural faults on the part of the Scheme

Mr Ives feels that he has been disadvantaged and his personal standing in the local community has been prejudiced due to the fact that his land has been shown within the red line boundary of the Scheme being promoted, without either his prior knowledge or consent; and

Mr Ives feels that he has been disadvantaged due to the fact that agents representing the Scheme (reportedly under a 'due diligence' exercise) contacted the lending institution with which he holds a mortgage without his prior knowledge or consent. This has caused unnecessary tension and upset in Mr Ives' relationship with the lending institution involved, and necessitated a revaluation of the agricultural properties offered by Mr Ives as collateral security against his mortgage to his personal cost.

4. Challenges by Mr Ives

- Mr Ives challenges the following assertions by the Promoters of the Scheme at clause 5.3.4 of their Statement of Reasons (PIN reference EN010158/APP/4.1) that:

“the acquiring authority demonstrates reasonable efforts have been made by the acquiring authority to negotiate the purchase of land by agreement”; or that the Scheme can

“provide substantive information as to the sources of funding available for both acquiring the land and implementing the scheme for which the land is required”.

- Mr Ives then challenges the assertions by the Scheme at clause 1.4.5 of the Statement of Reasons (PIN reference number EN010158/APP/4.1) that

“The Applicant has been seeking to acquire the relevant freehold interests, new rights and temporary use of land by private treaty”;

- And lastly he challenges the assertions by the Scheme at clause 1.6.2 of the Statement of Reasons (PIN reference number EN010158/APP/4.1) that “reasonable efforts” have been made to negotiate with him in respect of the part land parcel that the Scheme now apparently seeks to permanently acquire.

5. Schedule of Negotiations and Powers sought (PIN reference EN010158/APP/4.4)

Mr Ives also challenges the robustness with which the negotiations conducted by agents acting for the Promoters of the Scheme within the above document so far as his own case is concerned, and records receipt only of the following offers:

- **Heads of Terms for an Option** dated 21st August 2024 in respect of both:

“The Tenant to have rights to enter the Site Area to undertake surveys, tests, and other assessments in relation to the development of Rosefield Energyfarm Limited” as well as

“The right to construct and use a permanent means of access” in respect of a term “for the operational life of Rosefield Energyfarm Limited (including any extensions) and in accordance with the DCO reinstatement provisions....” by way of a Legal Easement relating to

a Site Area being the “ area outlined in red on attached plan included in title BM339587 and totalling **317 hectares** with rights and covenants...”.

These Heads of Terms did not include a Site Plan and the extent of land is erroneous: the full extent of Mr Ives freehold property under the Land Registry title BM339587 is only **20.622 hectares** (source: Promap title fill) (and not 317 hectares)

- **Email of 9(no) lines only dated 30th April 2025** submitted on the basis of “Without prejudice and Subject to Contract” suggesting an Option Fee; a freehold acquisition fee; and contributory sum towards Mr Ives’ Legal Fees. A competent Land Notification Plan **was** attached to this email but this plan (as well as the covering email) omitted any reference to the actual extent of land proposed to be acquired under the terms of the offer
- **Email dated 15th October 2025** offering 2(no) alternative Options for the grant of an Easement “to construct, maintain and pass over an access road” for a term of “the life of the Solar Farm (40 years)”

6. Conduct

Mr Ives has conceded to several requests for entry onto his property by contractors employed by the Scheme for the carrying out (inter alia) of archaeological, noise and ground investigations of both an Intrusive and non-intrusive nature. He has received compensation and/or facilitation payments in return for these permissions for entry.

Mr Ives has conceded to requests for meetings with the agents acting for the Scheme but there has been reluctance on the part of those agents to negotiate - and certainly only minimal indication that the Scheme either wanted to, or would, compulsorily acquire part of his agricultural holding permanently.

It seems strange that now Plot 7/11 is shown coloured red in the document Rosefield Solar Farm – Land Plans (PIN reference EN010158/APP/4.1) as being appropriate for, as well as a requirement for, permanent acquisition by the Scheme.

7. Conclusion

Mr Ives does not feel that the Scheme have acted sincerely or in a genuine manner towards him and have only offered a single indication (on the 30th April 2025) that it might be prepared to / would want to permanently acquire land from him. Previous offers and all subsequent offers from the Agents appointed by the Scheme have related only to the grant of a legal easement.

Mr Ives feels strongly that the Scheme has not wanted to recognise the impact and material detriment that will be caused to his farming system, livestock enterprises and land drainage if land is acquired from him by the Scheme.

These Representations have been drawn up and are submitted on behalf of Mr Ives by:

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