

Rosefield Solar Farm

Written Summary of Applicant's Oral
Submissions at Compulsory Acquisition
Hearing 2

EN010158/APP/8.34
Deadline 5
July 2026
Rosefield Energyfarm Limited



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1. Written Summary of Applicant's Oral Submissions at Compulsory Acquisition 2 (CAH2) on 9 July 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 2 (CAH2) held on 9 July 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 CAH2, that further information is either set out in this document (see **Section 3**) or provided as part of the Applicant's Deadline 5 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 this 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 16 June 2026 [\[EV10-001\]](#) (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 2 of the Agenda. Therefore, this note does not address Item 1 as this was procedural and administrative in nature.

2. Written Summary of Applicant's Oral Submissions at CAH2

#	Agenda item	Written summary of the Applicant's oral submissions
1	Status of negotiations in tracker	The status of negotiations with land interests and likelihood of resolution as identified in the updated Land and Rights Negotiations Tracker [REP4-079] The ExA requested an update on the status of negotiations with land interests and the likelihood of resolution with such affected persons as identified in the Land and Rights Negotiations Tracker [EN010158/APP/8.8.4] submitted at Deadline 4. Mr James Dewey, Director at Newsteer and the Applicant's land agent, explained that he would run through the status of negotiations with affected persons as listed in the order of the Land and Rights Negotiations Tracker [EN010158/APP/8.8.4]. <u>Claydon Estate LLP</u> With respect to the Claydon Estate, an agreement had been reached in respect of all the land and rights required to deliver the Proposed Development as set out in the Land and Rights Negotiations Tracker [EN010158/APP/8.8.4] and as confirmed by the Claydon Estate in the letter at Appendix 1 of Tenancy Position of Preston Farms Ltd [EN010158/APP/8.30] [REP4-088]. <u>Mr Bullman</u> In relation to Mr Bullman, Mr Dewey noted that Heads of Terms are being discussed with his agent, where most terms are agreed but the only outstanding matter to agree was that of commercial consideration, where negotiations were ongoing. Mr Dewey further explained that Mr Bullman was seeking assurance that the Proposed Development would not interfere with Statkraft's Greener Grid Park Project. Mr Dewey confirmed that discussions between the Applicant and Statkraft were ongoing, with a draft Crossing Agreement and a Cooperation Agreement in train.

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The ExA queried the prospects of this matter resolving before examination close, given that discussions will follow on from the Heads of Terms.

Mr Dewey noted he was hopeful that the Heads of Terms with Mr Bullman would be agreed before the end of examination. Mr Richard Griffiths, Partner at Pinsent Masons LLP noted on behalf of the Applicant that the travelling drafts of the two draft agreements referred to by Mr Dewey were returned to Statkraft yesterday, so negotiations are active and progressing with an aim to get them agreed by the end of examination. He confirmed the Applicant would keep the ExA updated as to progress.

The Claridges

Mr Dewey noted that the draft agreement between the Claydon Estate and the Claridges was with solicitors, noting his understanding that there had been a recent exchange of documents to close out that agreement with a target for completion of the documentation by the end of July. He noted the two substantive points raised by the Claridges: the first regarding plot 2/6 which is the drying shed. Mr Claridge confirmed in his Deadline 4 submission ([\[REP 4-105\]](#)) that his concerns had been addressed. The second point was in relation to access to the agricultural well at Knowl Hill. Mr Dewey confirmed that the Applicant has given a commitment in the updated **Design Commitments [EN010158/APP/5.9.7]** at commitment G3 to secure the Claridges ongoing access to the agricultural well within Field B17 (plot 1/11).

Post-hearing note: *The Applicant has sought feedback from the Claridges on the drafting of Design Commitment G3 in the **Design Commitments [EN010158/APP/5.9.7]** but as at Deadline 5 this feedback is yet to be received.*

The ExA queried whether the replacement land had been agreed to which Mr Dewey confirmed the replacement land formed part of the wider agreement between the Claydon Estate and the Claridges.

The ExA asked whether Ms Claridge (who was an online attendee) had anything to add, to which Ms Claridge confirmed that the parties were working towards the end of July to try to reach an agreement.

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Mr Ives

In relation to Mr Ives, Mr Dewey noted a number of terms had been agreed, such as treatment of fences, boundary treatment and drainage. He reported that the outstanding issue was in relation to the amount of commercial consideration. Mr Dewey confirmed a revised offer was sent to Mr Ives and sits with his agent. If accepted, then the Heads of Terms will be agreed within the next couple of weeks. Mr Dewey noted that they would endeavour to try to finalise the agreement by the end of examination subject to the legal drafting. This timeline is on the basis that the Applicant is able to progress with the Heads of Terms that have been offered.

The ExA queried, in relation to Mr Ives, that there was a submission on his behalf at Deadline 4 ([\[REP4-102\]](#)) which suggested that the two parties are further apart than what the tracker indicates. Mr Dewey for the Applicant responded that the Applicant had identified the land required and provided Mr Ives with details of the construction activity required on that land. He reiterated that there is disparity in the compensation position and that the parties are trying to close that gap.

The ExA asked whether it is just the compensation matter that is outstanding and what attempts had been made to try to explain the nature and implications of the Proposed Development. Mr Dewey confirmed it is just the compensation matter outstanding, and that the Applicant was having ongoing discussions with Mr Ives' agent and that the Applicant had met Mr Ives on a number of occasions at his house. He further explained that there is clear email correspondence that sets out the position and what is required.

Corpus Christi College and Mr Fenemore

Mr Dewey noted that Corpus Christi College and Mr Fenemore were being dealt with as a collective, and that the Applicant was negotiating with their agents, Bidwells. There has been an exchange of a Heads of Terms, with a number of items agreed including mitigation, boundary treatment, and an option of crop loss compensation (if there is any suffered). He further noted that the outstanding point is the commercial consideration that is payable. He noted that the Applicant sought to further negotiations but there had been a lack of response, but that the Applicant would continue to engage.

The ExA queried whether the issue will be agreed by close of examination, to which Mr Dewey responded that matters could only move forward if the other party was prepared to engage.

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Preston Farms Ltd

In respect of Preston Farms Ltd, Mr Dewey confirmed that the Claydon Estate and Preston Farms continued to work towards an agreement with draft documents in circulation. He noted that there is an all-parties meeting scheduled for 30 July, with a view to substantially agree the documents and then complete the documents soon after that meeting. Mr Dewey further noted that there is a deadline of 30 September 2026 by virtue of a Notice to Quit. He stated that he understood that the agreement being negotiated between the Estate and Preston Farms would return possession of the land to the Estate to use as it wishes, and in return the Prestons would obtain security of occupation and replacement land on a 40 year-term, which is set out in paragraphs 3.1.11 to 3.1.17 of **Tenancy Position of Preston Farms Ltd [EN010158/APP/8.30] [REP4-088]**.

The ExA queried the position in relation to the freehold of Preston Farms, to which Mr Dewey responded that there is a requirement for an agreement for cable easement over that, which had not been progressed. The Heads of Terms had been sent to Preston Farms, but he noted that given the wider issues and discussions happening, there had not been substantive progress on the Heads of Terms.

The ExA referred to the **Tenancy Position of Preston Farms Ltd [EN010158/APP/8.30] [REP4-088]** submitted by the Applicant at Deadline 4 and asked for the context and implications of it in considering compulsory acquisition.

Mr Dewey noted that currently, the Claydon Estate had served notice on the land. He referred to the plan at Appendix 2 of the **Tenancy Position of Preston Farms Ltd [EN010158/APP/8.30] [REP4-088]** (the 'Appendix 2 Plan,' which was shared on screen) and confirmed that the Notice to Quit had been given in respect of all the blue and green land shown on the plan. Mr Dewey confirmed that the notice expires and the current tenancy therefore ends on 30 September 2026. He further noted that the purple land is held by Preston Farms by way of an Agricultural Holding Act (AHA) tenancy. This is a different type of tenancy, so the Notice to Quit does not apply with respect to the purple land, however, the purple land does form part of the wider discussions between the Claydon Estate and Preston Farms. Mr Dewey explained that the agreement being sought provides for the green land to be secured for Preston Farms Limited on a 40-year Farm Business Tenancy (FBT), along with the replacement land which is not shown on the plan and is outside of the Order Limits. The agreement also

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		provides for the third-party rights across the purple land, being for cable, construction access etc across that land. Mr Griffiths, on behalf of the Applicant, added that the green land on the Appendix 2 Plan is outside of the Order Limits and the DCO Application. He submitted that the FBT expired in 2014 and since that time, Preston Farms has been on an annual rolling tenancy for the green and blue land. Therefore, the Estate has served notice not just on the land within the Order Limits, but also outside the Order Limits, reasons for which are in their letter. The negotiations between the Estate and Preston Farms are to secure the long-term provision of the green land for 40 years and the replacement land as part of the replacement for the blue land under an FBT. Given the Notice to Quit crystallises on 30 September 2026, Mr Griffiths emphasised that in terms of the Applicant's DCO Application, compulsory acquisition (CA) should not be required over Preston Farms' interests in the blue land on the Appendix 2 Plan (because they would no longer have an interest in this land). However, in terms of the level of CA powers sought in its DCO Application currently, Mr Griffiths noted that the Applicant was seeking compulsory acquisition of the freehold interests over the blue land on the Appendix 2 Plan, being plots 6/13, 7/3, 7/9, and 7/12. He noted that the purple land on the Appendix 2 Plan is under the AHA and is blue land on the Land Plans [EN010158/APP/2.2.4] [REP3-004] which is sought for rights for the cable. Therefore, the level of CA powers sought is different between the colours on the Appendix 2 Plan. The ExA requested the Applicant update the Land and Rights Negotiations Tracker [EN010158/APP/8.8.4] to include the tenancy status (AHA or FBT land) over the plots the Applicant is seeking CA powers over and for the Applicant to review the Book of Reference [EN010158/APP/4.3.4] [REP3-008] and Statement of Reasons [EN010158/APP/4.1.4] to consider updates to the documents for the tenancy point, and update accordingly. The ExA requested the Applicant confirm why plot 6/10 had been deleted at reference 8 from the Land and Rights Negotiations Tracker [EN010158/APP/8.8.4]. <i>Post-hearing note:</i> The Applicant has addressed these actions as Action Points 1, 2 and 3 respectively and updated the Land and Rights Negotiations Tracker [EN010158/APP/8.8.4] and Statement of Reasons [EN010158/APP/4.1.4] for Deadline 5.

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		Mr James Burton on behalf of Preston Farms Ltd submitted that the cost of bringing the replacement land up to standard would be borne by Preston Farms. He noted that Preston Farms enjoyed a good relationship with the Estate and that the Notice to Quit had been issued because of the Proposed Development, and that this would significantly impact the business to supply horse blood. In response, Mr Griffiths reiterated that with respect to the blue land and the green land on the Appendix 2 Plan, the FBT expired in 2014. The Applicant did not understand why a long-term deal had not been made with the Estate in circumstances where the land was alleged to be central to their holding. Mr Griffiths observed that they have been holding over every year since 2014 which meant they were vulnerable to the significant risk that they could be served with a notice to quit at any time. He noted that it was available to any tenant, including Preston Farms, to seek to resolve that risk by agreeing a long-term solution. He submitted that businesses evolve and need to evolve. Simply that a business has existed for a long time in the same position does not mean the business stays in the same position. He further noted that estates like the Claydon Estate LLP must evolve, especially in circumstances where they are living next to a substation that has capacity for new electricity generation in the UK. Mr Griffiths introduced Mr Tom Mason, Estate Manager on behalf of the Claydon Estate, who confirmed that as a business the Estate needed to evolve and diversify its income stream to ensure viability. He noted that there are pressures on arable farming businesses and that the Estate had decided to work with the Applicant to seek to improve its position as a business. They also offered a solution to protect their business and the tenant's business as they care about the positive relationships. Mr Mason stated that the Notice to Quit was given in good faith with the intention to have a lease agreement in place by the time the notice expires. He commented that the Estate continues to work towards that outcome. Mr Griffiths, on behalf of the Applicant, reiterated that this is a wider deal than just the blue land within the Order Limits, as it would secure tenure for the green land that is also currently on a rolling annual tenancy. The broader deal will secure Preston Farms' tenancy interest for 40-years, which Mr Griffiths noted he understood to be one of the longest FBTs in the country, and that the Estate was trying to secure a long-term structure that protects the Estate and Preston Farms as the businesses evolve. In response to the comment on the condition

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		of replacement land, Mr Griffiths noted that it is a commercial negotiation between the Estate and Preston Farms and that discussions were ongoing. The ExA request each party summarise the position on negotiations by the end of Examination, potentially to be appended to a Statement of Common Ground between the Applicant and Preston Farms. <i>Post-hearing note:</i> <i>This became Action Point 4 of CAH2 and is required to be submitted by the parties for Deadline 6.</i> Mr Burton noted that nothing has been agreed since 2014 as tenancies in place over family generations have different expectations and one would not imagine this situation occurring. He noted the nature and importance of the biosecurity nature of the business and the resulting difficulties in moving it. Mr Griffiths responded that it was contradictory to claim on one hand the critical nature of the business and fields and on the other that they did not need to secure that land after the FBT expired in 2014. He observed that that was not how anyone runs a business, particularly of this nature with that inherent risk every single year. Mr Griffiths restated the facts that the FBT expired in 2014, rolling over annually between the Estate and Preston Farms. That could have changed at any point, as would personnel change at any point, within a business. He noted that on a risk register such a risk would be red. He observed that given the Estate's proximity to a grid connection point, it was not surprising that developers were circulating around this site. Mr Griffiths restated the Applicant's hope that the Estate and Preston Farms would reach agreement as it is in all parties' interest, where all parties want to co-exist and the 40-year FBT offered over the green land and the replacement land were positives. The Applicant supports the Estate in reaching that agreement with Preston Farms. The ExA noted that there still seems to be distance between the parties. He asked the Applicant whether they expected agreement would be reached by examination close. Mr Griffiths responded that the Applicant was not party to those negotiations and cannot answer that question. It is for the Estate's lawyers and agents, and Preston Farms' lawyers to respond.

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		The ExA asked Mr Burton to comment. Mr Burton reiterated the multigenerational relationship with the landlord and elements of trust and friendship with respect to the annual rolling tenancy, and that the assumption was that they would remain on the land. With respect to the likelihood of agreement, he noted that the wide-ranging access rights and cabling rights over AHA tenancy is a major sticking point affecting the farm and product. Mr Burton noted that with respect to going rates with arable farms, he treats with caution any suggestion that the rents Mr Preston would be paying would be one or the same as a mere agricultural farming rent. Mr Preston subsequently noted that that they paid above market rates and invested in the land to ensure it is in good condition Mr Griffiths responded that the rents were not before the examination nor was it appropriate for them to be. He observed that Mr Burton would not have knowledge of the rent the Estate would be receiving from the Proposed Development. On access, which is needed over purple land on the Appendix 2 Plan and the freehold land owned by Preston Farms (being the blue land on the Land Plans [EN010158/APP/2.2.4] [REP3-004] leading to the East Claydon National Grid Substation), it is rights to install cabling underground, and rights to then maintain the cables which were required. He clarified that maintenance in respect of a cable does not mean daily or weekly access. It is only if there is a fault in the cable, that a vehicle would be used by the Applicant to inspect/assess that fault. Mr Griffiths assured that access to the plots to the south of Granborough Road would be needed rarely once the cable was installed. He confirmed any such access would be in conjunction with Preston Farms to ensure biosecurity measures were adhered to. Mr Griffiths confirmed that the Applicant would clarify what 'access rights' means in the relevant management plans to provide assurance to Preston Farms that the Applicant would not have broad brush access rights in respect of maintaining cables. <i>Post-hearing note:</i> This became Action Point 5. The Applicant has updated the Outline Operational Environmental Management Plan (Outline OEMP) [EN010158/APP/7.3.6] at Deadline 5 to clarify what "access rights" to cables would require. For Deadline 6, the Applicant will address Action Point 6 which requires a review of Schedule 9 of the Draft DCO [EN010158/APP/3.1.8] to consider the plots in which the Prestons' have an interest. The ExA asked Mr Burton for any comments on Mr Griffith's statement that the maintenance being an infrequent event. Mr Burton noted there are two separate definitions of "cable rights" and "substation

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		connection rights” and that Mr Griffith’s reference to the cables being underground is not how the Draft DCO [EN010158/APP/3.1.8] is drafted. He submitted that the definitions of “access rights,” “cable rights” and “substation connection rights” in the Draft DCO [EN010158/APP/3.1.8] were all very broad and that it was not sufficient to narrow these definitions in management plans. The ExA asked the Applicant to respond on the breadth of rights sought, clarification on whether the cables would be underground, and whether the Draft DCO [EN010158/APP/3.1.8] makes that clear. Mr Griffiths explained that the description of development in the Environmental Statement (ES) has assessed Work Number 7 as being cabling underground. The Draft DCO [EN010158/APP/3.1.8] covers multiple works, and Work Number 7 is not split into that level of granular detail (which is consistent with the approach of other solar DCOs). He observed that representing cabling routing underground and then above ground to connect into solar PV on a Works Plan would not be feasible. Therefore, Work Number 7 covers the Order Limits and the Applicant does not delineate where it is under or above ground. Mr Griffiths noted that the development has to be constructed in accordance with the ES which is a certified document. Mr Griffiths further noted that in respect to the breadth of rights, in respect of the cabling corridor the rights are installation and maintenance. Maintenance is extremely limited. He accepted that the Applicant could consider how it could expressly refine the rights in Schedule 9 of the Draft DCO [EN010158/APP/3.1.8] to provide Preston Farms with more assurance. <i>Post-hearing note: This became Action Point 6. The Applicant will address this at Deadline 6.</i> Mr Burton queried the operational access over Preston Farms’ AHA tenancy land including from a traffic perspective. In relation to Figure 3.7 of ES Volume 3 Proposed Development Description Figures 3.1 - 3.14 [EN010158/APP/6.3.5] [REP4-043], he questioned why there are two cable runs for the cable corridor and whether they could instead be in the same location. Mr Griffiths noted he would need to confirm with the Applicant’s technical engineers, but observed that this was the route to the National Grid East Claydon Substation so more cabling was required there. He considered the reason would be as a likely worst-case scenario, where two cable runs were depicted because micro siting has

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		not yet taken place which would be used to identify the precise corridor and the width required. He noted that a single run would be wider. <i>Post-hearing note:</i> <i>The Applicant's confirmation on the reason for the two cable runs (and whether it could be a single run) became Action Point 7.</i> Mr Griffiths confirmed that the Outline Construction Environmental Management Plan (Outline CEMP) [EN010158/APP/7.2.6] emphasised dialogue, and that the Applicant would commit to discussing the detailed CEMP in conjunction with the Prestons to enable those conversations around method (such as a cable run preferable to Preston Farms) as the detailed design was being worked up. Mr Griffiths explained that whilst the rights are broad in respect of the extent of the blue land on the Land Plans [EN010158/APP/2.2.4] [REP3-004], the Design Commitments [EN010158/APP/5.9.7] restrict the width of the final easement corridor. He confirmed that the Order Land would not 'shrink' with this refinement. He anticipated that he would not be able to confirm in response to the action point that the cable run could be single at this point of the design of the project, but that the Applicant could explain why it is being shown as a double run and whether there is a possibility that it could be single. Mr Burton queried this approach and alleged that the Applicant was seeking to acquire broad, unnecessary compulsory acquisition rights. Mr Griffiths disagreed and explained that the Applicant was following a well-precedented approach, which both DCOs and consents outside of the DCO regime (solar or otherwise) relied on. He noted at CAH1 the Applicant had responded to an Action Point on this. He confirmed that the Applicant's design has taken into account constraints, where the cable corridor was narrower in some places and wider in others because a constraint had been identified. He reiterated that micro-siting to confirm the precise location of the corridor had not yet occurred, which was normal for a project at this stage. Mr Griffiths reiterated that the Applicant was justified to have the blue land as the necessary width on that basis. He recalled discussions at CAH1 where it was explained that this was why there are temporary possession powers in the Draft DCO [EN010158/APP/3.1.8], being to enable the Applicant to utilise temporary possession powers to microsite the land to identify the corridor pursuant to the Design Commitments [EN010158/APP/5.9.7] before the necessary CA powers would

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		crystallise. He assured that the Draft DCO [EN010158/APP/3.1.8] does not allow the Applicant to install multiple cable corridors through the plot for purposes other than the solar farm. Mr Griffiths noted that is an established principle adopted by the Secretary of State in numerous decision letters, and that the Applicant's justification for its compulsory acquisition case is explained in the Statement of Reasons [EN010158/APP/4.1.4]. In response to Mr Burton's comment that the public disbenefit should be considered given the importance of Preston Farms to the NHS, Mr Griffiths responded that the Applicant did not accept that there was a clear public disbenefit, nor that there was any quantifiable evidence before the examination regarding the supply to the NHS that outweighs the compelling case in the public interest. Therefore, the Applicant rejected Mr Burton's assertion that compulsory acquisition should not be granted. <i>Post-hearing note:</i> The Applicant refers to its response to Question 2.6.2 of the Applicant's Response to the Examining Authority's Second Written Questions [EN010158/APP/8.23] [REP4-082] where the Applicant summarises its case as to how the compulsory acquisition tests under the Planning Act 2008 are satisfied. The Applicant submits that there is no quantifiable evidence before the Examination which demonstrates that the medical supplies of the NHS would be impacted as a result of the Proposed Development, and therefore any public disbenefit suffered. Mr Burton submitted that the. In response to Mr Burton's submission that the ExA could and should infer that if Field E23 was removed from the Proposed Development, that land would form part of the 40-year FBT offer and be leased to Mr Preston, Mr Griffiths stated that the ExA could not make that inference. Mr Griffiths further expanded that the ExA could not infer that Preston Farms would be on the land following 30 September 2026. He restated the fact that there is a Notice to Quit that crystallises on 30 September 2026. This means the compulsory acquisition would be in respect of the rights over only the AHA tenancy and the freehold (as the FBT land would be vacated). Mr Griffiths confirmed that the Site was chosen in part to limit the compulsory acquisition; that there was no site and no reasonable alternative that would have resulted in no compulsory acquisition, but that this Site is low on the need for compulsory acquisition. He further noted that the main freeholder owner has an option agreement

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		and there are only two tenancies on that freehold land: the Claridges and Preston Farms Ltd. The number of affected persons is low and that is because of the site selection process as well as the environmental considerations set out in Appendix 1 (Site Selection Report) to the Planning Statement [EN010158/APP/5.7.5] [REP4-008]. The Proposed Development has evolved and in weighing up the tests, Mr Griffiths explained that the ExA has seen the design changes and the mitigation, which reduces any loss of affected persons. In support of this statement, Mr Griffiths referred to the Preston-specific mitigation package, including: the removal of the construction compound from Field E23, the removal of the BESS from Field E23, the removal of the Rosefield Substation from Field E23, the removal of the construction access from Fields SA35 to SA45 so it follows a route from Parcel 2 along Granborough Road, design changes including 50m buffers, biosecurity mitigation packages including updating the Preliminary Biosecurity Statement [EN010118/APP/8.28] [REP4-086] for Deadline 5 (i.e. see the Outline Biosecurity Management Plan [EN010158/APP/8.39]), the offer of temporary grazing land during construction, the 6-month advance notice of the programme to enable discussions regarding Preston Farms' fields and operations, the active participation in the final construction management plans, the weekly meetings which are set out in the construction access review and the early planting. Mr Griffiths noted that the whole package is the reason why the Applicant disagrees about the clear public disbenefit. Mr Griffiths continued to note that, as explained in the Statement of Reasons [EN010158/APP/4.1.4], the Applicant has made a very clear case as to why there was a compelling case in the public interest: first and foremost, being the UK's legally binding commitment to decarbonisation. The Applicant has never disputed the importance of animal blood donors to the NHS, rather how/if the Proposed Development may quantifiably affect that supply. In respect of Field E23, he submitted that the Applicant's position is that post-30 September 2026, the Applicant may not need to compulsorily acquire Field E23. Therefore, the Applicant's position is that it is justifiable for Solar PV to be on the entirety of Field E23 because of its proximity to the National Grid East Claydon Substation. He confirmed it was a good field for approximately 15MW of Solar PV. However, should an agreement be reached between Preston Farms and the Estate for rights to be granted, then the Applicant had

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		committed to reduce the solar PV in that field and include an arc (the shape/form of which would be discussed with Preston Farms). Mr Griffiths noted that the current design of the arc decreased the MW capacity by 5MW. He confirmed that this was the evidence submitted which should carry weight when completing the balancing exercise. Mr Griffiths noted that the case for CA of Preston Farms interests is proportionate, justifiable, and - following the Notice to Quit crystallising - would be limited to the compulsory acquisition of rights. Post-hearing note: <i>The Applicant has updated the Design Commitments [EN010158/APP/5.9.7] at G2 for Deadline 5 to reflect that, in the event that voluntary agreement between Preston Farms Ltd and the Estate is reached over Field E23 and such agreement provides for Preston Farms Ltd's enjoyment of access rights across Field E23, the Applicant will provide a movement corridor substantially in accordance with the illustrative design at Appendix 1 of the Design Commitments [EN010158/APP/5.9.7]. The Applicant continues to engage with the Prestons on the design of the animal movement arc. If voluntary agreement is not reached, the Applicant would build out solar across Fields E23.</i> The ExA sought to clarify the generating capacity of Field E23 given the 5MW reduction for the arc. Mr Griffiths on behalf of the Applicant confirmed that the estimated generation capacity of Field E23 was corrected to 15MW in response to question 2.14.7 of the Applicant's Response to the Examining Authority's Second Written Questions [EN010158/APP/8.23] [REP4-082]. He restated that, should the deal be done, then the Applicant will provide the arc which (in its current form) is approximately 5MW, but noted this calculation would need to be confirmed. There is a commitment to carry on discussing the arc with Preston Farms. He noted that the MW output of the Proposed Development is decreasing from 335MW to approximately 320MW and it could be even lower given other mitigation considerations, which will need to be weighed up in the balancing exercise in terms of the reduction. He noted that the NPS is clear on reasonable alternatives, viability and extent of reduction. He concluded that the Applicant is trying to accommodate Preston Farms through the arc on Field E23, but a further loss of generation is not justifiable given the land position. Post-hearing note: <i>The policy the Applicant referred to in the hearing is section 4.3 of NPS EN-1 (2023), with particular regard to policy around alternatives in paragraphs 4.3.22 to 4.3.29. Approximating the capacity of Field E23 in the with and without arc scenarios became Action Point 9 for the Applicant.</i>

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Unknown land interests

The ExA asked what the Applicant was doing to identify unknown parties in the **Book of Reference [EN010158/APP/4.3.4] [REF3-008]**. Mr Dewey noted that there was an ongoing exercise of refreshing land registry information to identify any updates to land registry documents on those plots. He further noted that the Applicant will continue to see if there is any further information that comes forward from the other negotiations and discussions that had with wider parties to see if they are owners of the plots.

The ExA queried why there were some interests in the **Book of Reference [EN010158/APP/4.3.4] [REF3-008]** that were not in the **Land and Rights Negotiations Tracker [EN010158/APP/8.8.4]**, and gave the National Trust and the Cooper Evans' as examples. Mr Griffiths submitted that if they were not in the Tracker there was nothing to record. Mr Dewey clarified, for the avoidance of doubt, that the reference to the National Trust in the **Book of Reference [EN010158/APP/4.3.4] [REF3-008]** did relate to a parcel of land but that matter has been resolved, with confirmation from the National Trust that the proposed works do not breach the covenant National Trust hold in the land. In respect of the Cooper Evans', Mr Dewey explained that the Applicant was not interfering with their rights so there was no reason to seek to acquire their rights, and therefore negotiations were not necessary with this party.

Post-hearing note: This confirmation from the National Trust was submitted at Deadline 1 as Appendix 1 'Letter of Covenant of Agreement' to the **draft Statement of Common Ground with the National Trust [REP1-028]**.

3	Statutory Undertakers	
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Status of negotiations with statutory undertakers

Ms Elisabeth Sandbach, Senior Associate at Pinsent Masons LLP appearing on behalf of the Applicant, stepped through the status of negotiations with each statutory undertaker in the **Status of Negotiations with Statutory Undertakers [EN010158/APP/8.9.4]**.

The Tracker, as submitted most recently at Deadline 3, confirms that negotiations with Buckingham and River Ouzel, Internal Drainage Board, the Environment Agency, Gigaclear, the Scottish and Southern Engy Power

#	Agenda item	Written summary of the Applicant's oral submissions
		Distribution Limited, and Vodafone Limited are all complete. She noted that resolution with each of these parties had been reached on the basis that: • Bespoke Protective Provisions (PPs) were agreed with Buckingham and River Ouzel IDB, which are included at part 4 Schedule 15 of the Draft DCO [EN010158/APP/3.1.8]. There are no outstanding issues with the IDB. • A commercial agreement had been reached with Vodafone so they do not require any bespoke PPs inserted into the Draft DCO [EN010158/APP/3.1.8], so there are no outstanding issues with Vodafone. • Bespoke protective provisions with the Environment Agency, Gigaclear, and Scottish and Southern Energy Power Distribution Limited are not required, given the nature of the interference with the Proposed Development, where each of these parties have confirmed that they are comfortable with the level of protection provided through the standard PPs included in the Draft DCO [EN010158/APP/3.1.8]. She further noted that no objections were received from these bodies, and therefore there are no outstanding issues with them. Ms Sandbach stated that the Applicant continued to actively negotiate protective provisions with the remaining statutory undertakers and provided the following updates on the status of negotiations in the order as listed in the Tracker, which would all be reflected in an update to the tracker at Deadline 5. <u>Anglian Water Service Limited</u> Ms Sandbach noted that the final matter in negotiation is in relation to decommissioned and redundant pipes. The respective engineering teams of the Applicant and Anglian are in discussion and the parties are close to agreement, and are waiting on final confirmation from Anglian that this matter is resolved. The Applicant remains confident that discussions will be agreed before examination close. <u>National Grid Electricity Distribution (East Midlands) Plc (NGED)</u> With respect to NGED, the Applicant and NGED have agreed PPs and related commercial agreement. Engrossments have been issued and the parties are arranging execution of the agreement. The Applicant is progressing through the very final stage of its internal governance process and anticipates execution shortly. Once that is signed, the Applicant anticipates that NGED will withdraw its objection.

#	Agenda item	Written summary of the Applicant's oral submissions
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National Grid Electricity Transmission Plc (NGET)

Ms Sandbach confirmed that negotiations were progressing very positively and that parties are close to agreement. The key outstanding point in the PPs is in relation to various definitions, namely defining the area related to the 'East Claydon Site' and the definition of what constitutes 'Grid Connection Works'. The Applicant returned updated draft PPs to NGET earlier this week in a form that they consider will resolve the outstanding matters relation to the definitions. Once agreed, these bespoke PPs will be included in the **Draft DCO [EN010158/APP/3.1.8]**, potentially for Deadline 5 but if not at Deadline 6. She further noted that Applicant is finalising its comments on the draft commercial agreement provided by NGET and will issue those comments back to NGET shortly. The Applicant is confident that all matters with NGET will resolve before examination close. Once the commercial agreement is signed, the Applicant anticipates that NGET will remove its holding objection from examination.

Ms Clarke, representing NGET, agreed with the summary given and noted they would respond to the Applicant on the PPs, and that they were waiting to hear from the Applicant on the commercial agreement.

Openreach Limited (Openreach)

Ms Sandbach explained that Openreach managed the protection of British Telecommunication PLC's apparatus within the relevant plots. In relation to Openreach, the Applicant considered that the standard PPs for operators of electronic communication code networks, which are already included at Part 2 Schedule 15 of the **Draft DCO [EN010158/APP/3.1.8]** provided adequate protection. She explained that the Applicant has not, as of yet, received a substantive response from Openreach to date on the matter of bespoke protective provisions, but will continue to engage. There are currently no changes to the **Draft DCO [EN010158/APP/3.1.8]** to account for Openreach.

The ExA asked whether there are any meetings scheduled between the parties, to which Ms Sandbach on behalf of the Applicant stated that there had just been email correspondence. The ExA emphasised the urgency to try and resolve this by close of examination. Ms Sandbach on behalf of the Applicant noted this.

Statkraft UK Ltd (Statkraft)

#	Agenda item	Written summary of the Applicant's oral submissions
		Ms Sandbach on behalf of the Applicant moved onto Statkraft UK Limited. She noted that last week Statkraft's East Claydon Greener Group project received a vote for approval from Buckinghamshire Council. There was a very small area of overlap between Statkraft's project and the Proposed Development, relating to cabling so both uses could readily coexist. She referred to discussion earlier in the hearing, where Mr Dewey confirmed that the landowner is happy to grant the Applicant with rights subject to coexistence. Therefore, the key issue is ensuring the two developers have the relevant interface agreement in place. She confirmed that the Applicant has, as of yesterday, returned comments on the draft Interface Agreement, which comprises a Cooperation Agreement and a Crossing Agreement to Statkraft, and notes that these agreements are in lieu of bespoke PPs. The ExA noted the different regime for Statkraft and so protective provisions were not relevant to which Ms Sandbach on behalf of the Applicant confirmed. Ms Thompson, on behalf of Statkraft UK, confirmed that status of negotiations. She confirmed that they would reserve their position to make further representations before the next deadline (Deadline 5). Mr Griffiths, on behalf of the Applicant, noted that the plot is large and the overlap area is small, so it should be straightforward to agree as they both acquire the land for cabling. There should hopefully be nothing stopping the two parties from moving forward quite quickly to reach cooperation as its cabling and both parties want to coexist next to each other. He noted that the Applicant will endeavour to get this done before the end of examination. <u>Thames Water Utilities Ltd (Thames Water)</u> Ms Sandbach confirmed that bespoke PPs were agreed yesterday with Thames Water, which resolved the final outstanding issues. The Applicant will include the agreed bespoke protective provisions in the next turn of the Draft DCO [EN010158/APP/3.1.8] for Deadline 5. <u>UK Power Networks (UKPN)</u> Ms Sandbach noted that UKPN had not requested bespoke PPs. The Applicant returned comments on their draft commercial agreement in March and was awaiting comments back. The Applicant sought updates and

#	Agenda item	Written summary of the Applicant's oral submissions
		UKPN have confirmed that they are progressing the matter internally. She further noted that at this stage, the Applicant is not expecting additional bespoke PPs to need to be included in the Draft DCO [EN010158/APP/3.1.8] but had confidence that any necessary commercial agreement will be agreed before the end of examination.
4.	Review of Actions	See Section 3 below.
5.	Close of Examination	Deadline 5 is 29 July. Deadline 6 is 12 August. Examination close is 24 August.

3. Response to Action Points from CAH2

This table sets out the list of action points that arose during CAH2 (as subsequently provided in writing as [\[EV10-006\]](#)) and the Applicant's response to them.

#	Action Point	Directed to	DL	Applicant's Response
1	Update the Land and Rights Negotiations Tracker [REP4-079] to include the tenancy status (AHA or FBT land) over the plots the Applicant is seeking CA powers over.	Applicant	5	The Applicant has updated the Land and Rights Negotiations Tracker [EN010158/APP/8.8.4] at Deadline 5 to address this.
2	Review the Book of Reference [REP3-008] and Statement of Reasons [REP1-010] to consider updates to the documents for the tenancy point, and update accordingly.	Applicant	5	The Applicant has reviewed the Book of Reference [EN010158/APP/4.3.4] [REP3-008] and does not consider that any updates are required in respect of this matter. The Applicant has however made updates to the Statement of Reasons [EN010158/APP/4.1.4] at Deadline 5.
3	Review the status of plot 6/10 in the Land and Rights Negotiations Tracker [REP4-079].	Applicant	5	The Applicant confirms that plot 6/10 was removed from the Land and Rights Negotiations Tracker [EN010158/APP/8.8.4] at Deadline 4 as it was in the wrong location within the tracker. The Applicant has updated the Land and Rights Negotiations Tracker [EN010158/APP/8.8.4] at Deadline 5 to reinstate this plot in the correct location within the tracker.
4	Each party to prepare a note (which may be appended to the SoCG between the Applicant and Preston Farms Ltd) setting out:	Applicant / Prestons	6	The Applicant will respond to this at Deadline 6.

#	Action Point	Directed to	DL	Applicant's Response
	- The position of each party on the status of negotiations regarding the tenancy arrangements between Preston Farms and the Claydon Estate LLP; - For Preston Farms to comment on how their business operations would change and the implications for their business; - Whether compulsory acquisition principles have been appropriately applied, with an accompanying explanation.			
5	Update the Outline Management Plans to clarify arrangements with the Prestons around access during the operation and maintenance phase.	Applicant	5	The Outline OEMP [EN010158/APP/7.3.6] has been updated at Deadline 5 to clarify the access arrangements during the operation (including maintenance) phase.
6	Review Schedule 9 of the draft DCO [REP4-006] for the drafting around the access and cables rights in the plots the Prestons have an interest in.	Applicant	5/6	The Applicant will respond to this at Deadline 6.
7	By reference to Figure 3.7 in [REP4-043], explain why there are two cable runs	Applicant	5	Figure 3.7 of Environmental Statement Volume 3 Proposed Development Description Figures 3.1 – 3.14 [REP4-043] shows an indicative Rochdale Envelope area where cable runs could possibly be located, providing some flexibility for the cable alignment and positioning

#	Action Point	Directed to	DL	Applicant's Response
	indicated and whether there could be a single run.			within the fields. It may be possible at detailed design stage to rationalise the cable runs to only use the most eastern runs and remove the western zone that is marked up for the cable route. This will depend on final cable design and alignment (which will comply with relevant Design Commitments [EN010158/APP/5.9.7] including commitments securing the maximum width and depth of cable trenches for Work No. 6 and Work No. 7), but detailed design will seek to reduce the area needed for cable to as small as possible. It is unlikely the western cable run on its own will provide enough space for all the required cable runs to connect from Parcel 2 to Parcel 3 so the eastern run would not be able to be fully removed at this stage, it is more likely that this is the western section.
8	Provide a plot-by-plot analysis of which plots of land the Prestons believe fail the CA tests and an explanation as to why.	Prestons	5	N/A for the Applicant to respond.
9	Confirm the approximate capacity of E23 in the without solar PV scenario, and the with and without Arc scenarios.	Applicant	5	Field E23 has a capacity of 15MWp for the total field area. If solar panelling was removed from the whole Field, this would have the effect of removing 15MWp from the Proposed Development's capacity. Depending on the final design of the arc, the overall capacity of the field would be reduced relative to the size of the arc that is agreed. As submitted during CAH2, the current design of the animal arc removes approximately 5MWp of solar area from the field resulting in a reduced capacity of the field to approximately 10MWp. See the Applicant's response to Action Point 27 in the Written Summary of Applicant's Oral Submissions at Issue Specific Hearing 3 (ISH3) [EN010158/APP/8.33] which sets out the progress made between the

#	Action Point	Directed to	DL	Applicant's Response
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parties since ISH3 regarding continued negotiations of the design for the Draft Animal Movement Arc Plan. The Applicant intends to submit at updated arc for Deadline 6.



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