

Rosefield Solar Farm

Applicant's Response to PFL/TCS Deadline 5 Submission

EN010158/APP/8.43
Deadline 6
August 2026
Rosefield Energyfarm Limited



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1. Applicant's Response to PFL/TCS Deadline 5 Submission

1.1. Introduction

- 1.1.1. This document has been prepared as a standalone response to **Preston Farm Limited and TCS Biosciences Limited's (PFL/TCS) Deadline 5 Submission [REP5-111]**.
- 1.1.2. This document should be read together with the **Statement of Common Ground with PFL/TCS [EN010158/APP/5.24]** and the **Applicant's Closing Statement [EN010158/APP/8.44]**.
- 1.1.3. This response clearly articulates the Applicant's position in response to the key issues between the Applicant and PFL/TCS. It is structured as follows:
- **Section 2** sets out the land position and consequences for Field E23, and queries the stated importance of Field E23 for animal movement;
 - **Section 3** addresses the impacts on PFL/TCS of constructing and operating the Proposed Development, with a section for each of the following issues:
 - **Section 3.1** Biosecurity;
 - **Section 3.2** Construction route and access;
 - **Section 3.3** Operational access;
 - **Section 3.4** Battery Energy Storage System (BESS);
 - **Section 3.5** Noise; and
 - **Section 3.6** Cable rights, which includes the Applicant's responses to Action Point 6 and an updated response to Action Point 7 from Compulsory Acquisition Hearing 2 (CAH2).
 - **Section 4** contains concluding remarks.
 - **Appendix 1** encloses a Second Letter from the Claydon Estate LLP dated 12 August 2026.
 - **Appendix 2** encloses the Applicant's Response to Action Point 4 of CAH2, being a note confirming the status of negotiations and whether compulsory acquisition powers have been appropriately applied.

1.2. Overarching principles and Applicant approach

- 1.2.1. Contrary to PFL/TCS's comments in the PFL/TCS Deadline 5 Submission [REP5-111], the Applicant has demonstrably considered PFL/TCS in an appropriate and proportionate manner since pre-application, through application and examination. It has assessed the impacts on TCS in its

Environmental Impact Assessment (EIA), and has responded to concerns from them in a proactive manner – resulting in the comprehensive mitigation proposal currently before the Examining Authority. From an EIA perspective, the Applicant's position on the application of sensitivity to agricultural and non-agricultural receptors has been made clear in written submissions within the examination in the application documents (in accordance with the guidance applied within **ES Volume 2, Chapter 14: Population [EN010158/APP/6.2.4] [REP4-039]**) itself, and (most recently in response to ExA Q2.14.8 within the **Applicant's Response to the Examining Authority's Second Written Questions [REP4-082]**). This notes that in accordance with standard criteria, the sensitivity of PFL/TCS as a business receptor is accorded 'very high' status, the maximum value of sensitivity.

- 1.2.2. The Applicant has sought to engage with, and listen to, PFL/TCS throughout the pre-application and examination phases and will continue to do so. The Applicant observes that such engagement has been more productive since PFL/TCS have supplied more detailed material about the nature of their operations, which came to light relatively late in the examination period. This engagement is evidenced by the suite of bespoke mitigation offered to PFL/TCS in response to potential impacts and concerns raised.
- 1.2.3. The Applicant will, at first instance, always seek to avoid PFL/TCS livestock and operations. This is manifest through the Applicant's core, overarching commitment secured in the **Outline Construction Environmental Management Plan (Outline CEMP) [EN010158/APP/7.2.7]** requiring the Applicant to liaise with PFL/TCS during the preparation of the detailed Construction Environmental Management Plan(s) and provide at least six months' advance notice of the location and timing of any construction activities in proximity to the Prestons' grazing land. The Applicant observes there is no reference to this core, six-month notice commitment in the PFL/TCS Deadline 5 Submission **[REP5-111]**, which is a material omission given how it will underpin how the parties engage throughout the construction period. The Applicant has strengthened commitments in the **Outline CEMP [EN010158/APP/7.2.7]** to confirm that, as part of the six-month advance notification, the Applicant will work with PFL and TCS to prioritise a means in which livestock can be located away from construction activities. This commitment is further explained at paragraph 3.5.4 below and ensures PFL/TCS will be informed well in advance of any construction activities.
- 1.2.4. As a further means to give PFL/TCS the opportunity to move livestock away from construction activities, the Applicant has offered the temporary use of land within Parcel 2 near to the PFL/TCS holding during construction. However, PFL/TCS have rejected this offer, confirming at paragraph 121 of the PFL/TCS Deadline 5 Submission **[REP5-111]** that they are unable to make use of this land for grazing or for the livestock "full

stop". The Applicant has therefore not included this in its mitigation package at this stage, though notes it remains willing to discuss this option with PFL/TCS post-examination, should PFL/TCS change their position.

- 1.2.5. The second principle in the Applicant's strategy, mitigation, is enlivened only where the parties are unable to avoid interaction, which would thereby create a potential effect which may need mitigating. The bespoke mitigation package secured throughout the DCO Application is tailored to each topic/issue raised and therefore discussed in detail at Section 2 and 3.
- 1.2.6. In light of the Applicant's approach, the Applicant is confident that any potential significant effects on PFL/TCS are avoided or mitigated to an acceptable level. As set out in the **Planning Statement [EN010158/APP/5.7.6]**, the Applicant has taken account of PFL/TCS in the planning balance and is strongly of the view that as result of the avoidance and mitigation proposed, PFL/TCS will be able to continue to operate their business with no unacceptable impacts on their operation. Therefore, the Applicant considers the planning balance lies firmly in favour of granting the DCO as the substantial positive benefit of consent outweighs any residual effects on PFL/TCS.

2. Field E23

2.1. Land position

- 2.1.1. The Applicant refers to its previous submissions on the land position, namely: the **Tenancy Position on Preston Farms Ltd** [EN010158/APP/8.30] [REP4-088] which included at Appendix 1 the First Letter from the Claydon Estate LLP (the Estate) dated 18 June 2026 and at Appendix 2 a plan illustrating PFL's tenanted interests, the **Written Summary of Applicant's Oral Submissions at Compulsory Acquisition Hearing 2 (CAH2)** [EN010158/APP/8.34] [REP5-091], the **Land and Rights Negotiations Tracker** [EN010158/APP/8.8.5] and the **Statement of Reasons** [EN010158/APP/4.1.4] [REP5-010].
- 2.1.2. The Applicant is not party to the negotiations between the Estate and PFL/TCS. Given this, the Applicant refers the Examining Authority (ExA) to the letters of the Estate, including the Second Letter of the Estate dated 12 August 2026 annexed as **Appendix 1** to this document which includes an update on the status of negotiations.
- 2.1.3. In summary and as set out in the Estate's letters, PFL currently enjoys a leasehold interest in Field E23 - together with all of the blue and green shaded land on the plan at Appendix 2 of the **Tenancy Position on Preston Farms Ltd** [EN010158/APP/8.30] [REP4-088] - held under a Farm Business Tenancy (FBT). The land under the FBT is subject to a Notice to Quit issued by the Estate on 26 September 2025 which the Estate was entitled to serve at any time irrespective of the Proposed Development. The Notice to Quit crystallises on 30 September 2026 and as confirmed in the Second Letter of the Estate at **Appendix 1**, if PFL and the Estate have not reached an agreement by that time the Estate will follow through with the Notice to Quit meaning PFL must vacate all land that is subject to the Notice to Quit by that time.
- 2.1.4. This means that there are two possible future scenarios which will arise post-examination close depending on whether agreement between the Estate and PFL is reached:
- 2.1.4.1. **Scenario 1: If agreement *is not* reached**, the Notice to Quit will take effect as confirmed by the Estate, and PFL will have no interest in Field E23 (or any FBT land) from 1 October 2026. Assuming consent is granted and the Applicant exercises its Option for Lease, the Estate will lease the relevant plots to the Applicant, and the Applicant would be free to utilise the field to its fullest extent for solar PV (without any animal movement area modification). As a result, the current baseline as currently before the ExA and the examination would be altered because PFL will hold no land interest in the FBT land. This means the extent of the CA powers sought over the land would be irrelevant for PFL as they would no longer be an affected person within those plots.

For completeness, it is noted that the Applicant would continue to seek compulsory acquisition powers over the land notwithstanding the voluntary Option Agreement reached with the Estate as freeholder. This is because (as detailed in paragraph 4.1.3 of the **Statement of Reasons [EN010158/APP/4.1.4] [REP5-010]**) it is necessary for the Applicant to be granted the compulsory acquisition powers so as to protect against an event whereby contracts are not adhered to or otherwise set aside. Such powers of compulsory acquisition across the entirety of the Order Land are necessary as a backstop to ensure that the Proposed Development can proceed, as is the standard approach across consent applications.

- 2.1.4.2. **Scenario 2: If agreement is reached**, then the Estate will grant PFL the right to use certain parcels of current FBT land including Field E23 on a short-term basis (more specifically, plots 6/13, 7/3, 7/9 and 7/12 being the plots the Applicant requires for Solar PV). If the Applicant calls upon the Option for Lease which it has with the Estate over Field E23 and the FBT land within the scope of the Option, the Estate will require vacant possession of the relevant land and PFL/TCS will be required to vacate any FBT land being occupied on a short-term basis. A new 40-year FBT commercial agreement is expected to be entered into between the Estate and PFL, which includes provision of the replacement land. For the avoidance of doubt the proposed agreement does not provide for PFL to have any enduring occupational rights over Field E23.

The Applicant has voluntarily committed to accommodate PFL's access across Field E23 in this scenario, whereby the Applicant has committed to provide an Animal Movement Area (previously referred to as a corridor and arc in earlier iterations) to facilitate PFL's movement across Field E23 in a design as per the updated Animal Movement Areas Plan submitted at Deadline 6. The Applicant has updated design commitment G2 of the **Design Commitments [EN010158/APP/5.9.8]** to secure this commitment, stating:

G2: In the event that a voluntary agreement between Preston Farms Limited and the landowner (Claydon Estate LLP) is reached over Field E23, the Applicant will provide animal movement area(s) substantially in accordance with the illustrative design at Appendix 1 of these Design Commitments.

- 2.1.5. Irrespective of the situation with PFL, the Applicant will continue to seek the necessary compulsory acquisition rights over the FBT land within the Order Limits. As submitted in the Estate's Second Letter, the Estate is supportive of the Applicant's requirement for Field E23 for Solar PV and understands why the Applicant is seeking compulsory acquisition of the freehold over that land (as back up powers to the Option Agreement, which is commonplace). The Applicant trusts this clarifies compulsory acquisition matters for the ExA as requested in the Rule 17 – Request for Information [\[PD-019\]](#) dated 3 August 2026.

- 2.1.5.1. PFL/TCS have incorrectly assumed (paragraphs 4(ii), 102(1) and 106 of the PFL/TCS Deadline 5 Submission) that Field E23 would naturally form part of the renewed 40-year FBT with the Estate should the Secretary of State determine not to grant the Applicant the right to put solar PV in Field E23. This is not the case. The current Option Agreement allows the Applicant to draw down a lease over this land as part of the wider Option area. The Estate therefore must make the vacant possession of the land available to the Applicant if the Applicant calls on the Option. Should the Estate wish to provide Field E23 to PFL in the scenario where it is not required for the Proposed Development, the Estate and the Applicant would need to agree a variation to the Option Area requiring the Applicant to 'give up' this land.

2.2. Estate's letter

- 2.2.1. The Applicant draws attention to key submissions in the Estate's letter (**Appendix 1**) in support of its position above, namely that:
- 2.2.1.1. If agreement between the Estate and PFL is not reached, the Estate will follow through with the Notice to Quit which expires on 30 September 2026.
- 2.2.1.2. The Estate was entitled to serve a Notice to Quit on PFL at any time, irrespective of the Proposed Development given their tenancy was on a rolling annual basis. The Estate issued the Notice to Quit on the basis that agreed Heads of Terms for a new lease (including replacement land to offset the FBT land PFL would be vacating within the Order Limits) had been signed, giving the Estate assurance that a further agreement with PFL would be entered into in line with the agreed Heads of Terms.
- 2.2.1.3. The Estate affirms that much of the FBT land is proximate to the NGET East Claydon Substation which is of significance for prospective future development opportunities. Aligning with this, the Estate is supportive of the Applicant's requirement for Field E23 for Solar PV and understands why the Applicant is seeking compulsory acquisition of the freehold over that land (as back up powers to the Option Agreement, which is commonplace).
- 2.2.1.4. Should the Applicant not call on the Option, the Estate will retain the flexibility to respond to future development opportunities. This means the Estate will reserve rights to release land for future development opportunities (including Field E23 for example, given its proximity to the NGET Substation).
- 2.2.2. The parties will provide a further update on the status of negotiations at Deadline 7.

2.3. PFL's Use of Field E23

- 2.3.1. As to PFL's use of Field E23, the Applicant queries how essential Field E23 is for animal movement. On the one hand PFL/TCS continue to maintain the importance of Field E23 for animal movement as the "heart" of their holding, but on the other, PFL/TCS have contrarily submitted in the **Statement of Common Ground with PFL/TCS (SoCG with PFL/TCS) [EN010158/APP/5.24]** that Field E23 is used for pasture for much of the year (during which time, PFL successfully move animals around the holding) and – as the Applicant understands it – that Field E23 would be in permanent pasture going forward should the Proposed Development proceed on the assumption it remains available to PFL/TCS (see reference 7.7 of the SoCG with PFL/TCS). The Applicant refers to paragraph 2.1.5.1 regarding the availability of Field E23 to PFL/TCS given the plot is under the Option between the Applicant and the Estate.
- 2.3.1.1. Further, PFL have confirmed that vehicles use the margins of Field E23 when it is in pasture. The Applicant notes that such vehicle movement can continue around the margins of any Solar PV particularly given the commitment to provide the Animal Movement Area(s).
- 2.3.2. At paragraph 117 of the Deadline 5 submission PFL/TCS state that:
- 'First, E23 is the only way to get to the freehold fields to the east (which together resemble the shape of a half a long-sleeved t-shirt). That is due to the brook and where the bridge over it is.'*
- 2.3.3. The Applicant's position is that this is not correct. The land to the east of Field E23 is accessible from Granborough Road via two gates which the Applicant understands are the main access points utilised by PFL/TCS. In any event the Applicant has agreed to provide access for PFL by way of the Animal Movement Area(s) secured via the **Design Commitments [EN010158/APP/5.9.8]**, which will enable access from PFL's fields to the west of Field E23, across Claydon Brook to the fields east of Field E23 and also to the fields south of Field E23. As noted above in respect of the land position, should PFL's interest in Field E23 end on 30 September 2026 with no further agreement reached between the Estate and the Applicant, the Applicant will not have cause to deliver the Animal Movement Area(s) because PFL will not be on any of the current FBT land.

3. Impacts of the Proposed Development on PFL/TCS

3.1. Biosecurity

- 3.1.1. The Applicant has agreed to the vast majority of PFL/TCS requested biosecurity measures through the Applicant's **Outline Biosecurity Management Plan (Outline BMP)** [EN010158/APP/8.39] [\[REP5-096\]](#).
- 3.1.2. The Applicant refers to Appendix 2 to the **Applicant's Response to Deadline 4 Submissions** [\[REP5-089\]](#) which is the 'Biosecurity Response Table' to be read in conjunction with the **Outline BMP** [EN010158/APP/8.39] [\[REP5-096\]](#). The appendix serves as an explanatory aid, summarising in table format how the Applicant has responded to each of the PFL/TCS requested measures contained at paragraph 33 of their Deadline 4 Submission [\[REP4-104\]](#), during hearings and following engagement, and cross-referencing to where these measures are secured in the **Outline BMP** [EN010158/APP/8.39] [\[REP5-096\]](#).
- 3.1.3. The Outline BMP is secured in Requirement 20 of the **Draft Development Consent Order (Draft DCO)** [EN010158/APP/3.1.9] and the Secretary of State is to be the discharging authority. The requirement applies to the 'Biosecurity Area' which is the maximum geographical extent of the possible biosecurity interface between PFL/TCS and the Applicant as shown on the **Biosecurity Area Plan** [EN010158/APP/2.7] [\[REP5-005\]](#).
- 3.1.4. Given the importance of early planting to PFL/TCS as stated in their PFL/TCS Deadline 5 Submission [\[REP5-111\]](#), the Applicant has updated Requirement 20 at Deadline 6 to provide that an 'Advanced Planting Biosecurity Statement' will be submitted to and approved by the Secretary of State before the Applicant can carry out the early planting in the relevant PFL/TCS biosecurity area. The Applicant has also responded to the particulars raised in respect of early planting for PFL/TCS below at Section 3.5.

3.2. Construction route and construction access

- 3.2.1. In response to the transport and access matters within the PFL/TCS Deadline 5 Submission [\[REP5-111\]](#), the Applicant notes that a number of the assertions made with respect to the classification of receptors are incorrect and not applied equally across the whole study area in the review by PFL/TCS' consultant in the Railton TPC Ltd Report (Railton Report).
- 3.2.2. The Railton Report also lists incorrect road widths for roads within the study area and fails to acknowledge mitigation works and the overall DCO powers that can address existing road issues. Indeed, the Applicant

considers that the Railton Report fails to acknowledge that two-way HGV flows are possible at all junctions on the proposed access route, something that is not feasible within the built up, busy, urban environment of Winslow.

- 3.2.3. The Railton Report fails to accurately consider or report the access strategy for the Claydon Road / Granborough Road junction. No construction traffic will be turning right into Granborough Road. All traffic will be approaching from the west, where visibility is sufficient.
- 3.2.4. The Railton Report suggests changes to other classifications on the alternative construction route but fails to provide evidenced justification of these changes. The percentage impact rules noted in The Institute of Environmental Management and Assessment (IEMA), now the Institute of Sustainability and Environmental Professionals (ISEP), Guidelines: Environmental Assessment of Traffic and Movement (IEMA, July 2023), for sensitive receptors are summarily dismissed and not considered properly. Only effects relating to Non-Motorised Users are discussed, but other criteria are not considered. This is a further example of selective reporting to suit a predetermined outcome.
- 3.2.5. The proposed access junction layout on East Claydon Road is commented upon. The visibility splay figure is 4.5m, not 4.8m - a figure set in all design guidance and one the Railton Report author will be well aware of. The visibility splay clearly shows tree loss and it is noted that the PFL/TCS consultant provides no drawings of their own to demonstrate their points, they simply estimate, rather than provide facts.
- 3.2.6. The Railton Report quotes the officer report for the Statkraft East Claydon Greener Grid Park report, stating that *"The submitted Transport Assessment and Environmental Statement include traffic surveys and cumulative assessments, including interaction with other consented developments such as the nearby substation works"* (para.5.25)."
- 3.2.7. The Applicant notes this quote. As Rosefield Solar Farm is yet to be determined, it cannot be described as "consented" nor does it use the same access route and so the quote is not applicable. As with other submissions, no detailed consideration or estimates are proposed by PFL/TCS, which risks significantly under-representing the associated cumulative impacts.
- 3.2.8. The cumulative impact of traffic through Winslow has not been considered in any detail in the Railton Report. It is this very scenario that precludes safe access through Winslow for Rosefield.
- 3.2.9. There is no detail on how competing construction of projects could be managed, no detail on how banksman for three or more projects can be managed and no detail on how a joint CTMP can be managed, especially

given that one CTMP will be delivered via a DCO commitment which limits the scope and measures of the Applicant's CTMP (as discussed at the hearings, the Applicant is not able to commit on behalf of other developers to a joint CTMP or related measures).

- 3.2.10. The impact on parking restrictions is not examined in detail in the Railton Report and the subsequent impacts on residents and businesses are ignored.
- 3.2.11. The Railton Report does not comment upon or acknowledge the PFL/TCS proposal to use Furze Lane in Winslow. It is unclear as to why this is, given that the consultant has been instructed by the very organisation that has suggested its use. This is systematic of the late and confused nature of the access route measures raised by PFL/TCS.
- 3.2.12. The main area of significant concern is the risk to all users of Winslow High Street. The proposed access route has addressed the safe access for construction traffic through a series of minor road enhancements. There are **no** enhancements that can be made to accommodate cumulative simultaneous two-way HGV traffic passing through the High Street / Vicarage Road junction.
- 3.2.13. Two-way HGV traffic cannot physically be accommodated at this junction. The drawings in the report clearly illustrate this and this fact is not disputed.
- 3.2.14. Visibility from Vicarage Road onto the High Street is constrained. Oncoming HGV traffic will not see oncoming HGV traffic until it is close to the junction. Reversing vehicles, negotiating away from the junction will be an issue for all road and footway users. The Railton Report even confirms that HGV traffic currently mounts the footway.
- 3.2.15. The Construction (Design and Management) Regulations 2015 (CDM 2015) require applicants to remove risks as far as possible. The Railton Report fails to even acknowledge CDM 2015. The only appropriate CDM approach to the junction is to avoid it as the Applicant is proposing with the proposed construction access route. The failure to acknowledge the safety risks is a significant omission and completely undermines the summary tables presented.
- 3.2.16. The need to avoid the junction was partly noted by PFL/TCS in the meeting held with the Applicant on 21 July 2026, by the suggestion of using the Furze Lane route (addressed in **Construction Access Review [EN010158/APP/8.29.2] [REP5-087]**).
- 3.2.17. Further detail of the Railton Report could be provided however the Applicant does not consider this of relevance to the ExA. Overarching National Policy Statement for Energy (NPS EN-1) paragraph 5.14.6 notes

that consultation should be undertaken with National Highways and the relevant highway authority for NSIP applications. That consultation has occurred and all Transport and Access matters have been agreed with Buckinghamshire Council as relevant highway authority. Buckinghamshire Council have confirmed that there are no technical issues with the proposed construction access route, its mitigation or its execution in the signed **Statement of Common Ground with Buckinghamshire Council [EN010158/APP/5.22.6]**. As such, the requirements under NPS EN-1 are fully discharged with respect to transport matters.

3.2.18. The points raised by PFL/TCS are not transport matters. This is clearly noted in their insistence of being included as a receptor in the assessment. Their commentary to date is primarily a land matter.

3.2.19. Given this is a land matter and the transport requirements of NPS EN-1 are discharged, the Applicant does not consider there being any merit in further discussion of transport matters.

3.3. Operational access

3.3.1. The Applicant has reviewed operational access carefully and can arrange for Car and Light Goods Vehicle (LGV) access to Parcel 3 to be from East Claydon Road, subject to the approval of Buckinghamshire Council.

3.3.2. The operational access from the north however will only be for car and LGV access, given the real and practical issues associated with HGV traffic through Winslow. HGV access during the operational phase will still be from the south via Granborough Road.

3.3.3. The southern access will be used for all construction access (excluding AIL access) and will be retained to permit occasional HGV access, cable maintenance visits and emergency access. Advance notice would be given of access requirements and biosecurity measures would be implemented along the southern route when it is in use.

3.3.4. Access from the north for car and LGV access will be arranged to prevent traffic cutting through Parcel 3 as requested by initial inquiries to Buckinghamshire Council officers.

3.3.5. The Applicant has updated at Deadline 6 the **ES Volume 4, Appendix 15.1: Transport Assessment [EN010158/APP/6.4.3]** and the **ES Volume 1, Chapter 3 [EN010158/APP/6.1.5]** to reflect the above changes to operational access arrangements.

3.4. BESS

3.4.1. The Applicant has already fully addressed the risk to PFL/TCS livestock areas from a credible BESS fire event in the **Applicant's Response to Action Point 45 from ISH1 [EN010158/APP/8.26.2] [REP5-085]**. The

Plume Assessment Study was expanded to incorporate PFL/TCS fields surrounding the BESS. The BESS and battery system specifications used for the study is reflective of current commercially available BESS designs, and the purpose of the Plume Assessment Study submitted demonstrates that the proposed BESS site is located with safe buffer zones to sensitive receptors to ensure no significant off-site emission impacts in credible BESS failure scenarios. The assessment demonstrates that, even under worst case assumptions, a BESS fire would not result in significant effects to human health or safety and there is no alternative evidence to assume that this conclusion cannot be extended to livestock.

- 3.4.2. The Applicant's assessment has already adopted a deliberately conservative approach to both fire intensity and duration, such that exceedance of the modelled scenario would not alter the conclusions. Emission rates were derived from peak concentrations measured during large-scale fire testing and therefore represent peak fire conditions, rather than average behaviour, and these peak rates were then conservatively assumed to be sustained over an extended duration of up to eight hours for modelling purposes. This approach intentionally overestimates realistic fire behaviour, which would be characterised by a short peak followed by a decay phase, rather than sustained high-intensity emissions. The modelling also assumes worst-case meteorological conditions and BESS locations closest to receptors, further embedding precaution into the assessment. On this basis, while alternative combinations of intensity and duration are theoretically possible, the assessment already represents a conservative worst-case scenario and does not underestimate risk.
- 3.4.3. The **BESS Plume Assessment Summary [EN010158/APP/7.13.3]** [\[REP3-042\]](#) confirms that the predicted 1-hour Hydrogen Fluoride (HF) impacts during a BESS incident are below the assessed Air Quality Levels, and this is the case across the entire modelled grid (including all PLF holdings), with no predicted 1-hour concentration exceeding the 1-hour HF AEGL1 of 860 ug/m3.
- 3.4.4. The PFL area to the south of the BESS site, which is the closest potential transient receptor location, is not in the prevailing wind direction. Based on the data from RAF Benson, the probability of the wind blowing in a single 10-degree sector between 340° and 20° in this field direction is no greater than 5% over a 5-year period. Therefore, in the unlikely event of a BESS failure occurring there is a very low probability of a BESS fire smoke plume impacting livestock grazing in these fields i.e. a very unlikely / improbable event.
- 3.4.5. The Applicant has included an additional commitment in the **Design Commitments [EN010158/APP/5.9.8]** document to ensure that BESS enclosures will be offset at least 50m from the southern boundaries of Fields D8 and D9 and the eastern boundary of Field D9, to provide further

comfort that the HF 10 minute levels would be below the 10-minute AEGL-1 limit threshold within the surrounding livestock fields (860 ug/m3).

- 3.4.6. As AEGL1 limits are designed to ensure reversible or prevent more minor effects in the most sensitive human populations, they are judged most applicable for comparison against animals. While it is acknowledged the unique nature of the livestock in question and their health importance to a business, in the absence of evidence on the levels that would harm the specific horses to the level that would have an effect on the business, it is not possible to conduct a further assessment beyond the comparison with the strictest human standards and available animal NOAELs which is the method that the Applicant has undertaken.
- 3.4.7. PFL's 'ISH 3 Response to Action 49 - Air Quality' action to provide veterinarian advice on impacts to donor animal livestock is fundamentally flawed by stating the smoke impacts of a BESS fire will be 'equivalent to, or more severe than wildfire'. The Applicant's independent BESS safety consultant therefore considers the smoke inhalation statements and conclusions drawn by Equine Veterinary & Reproduction are not comparable, relevant, or credible. The Applicant's **BESS Plume Assessment Summary [EN010158/APP/7.13.3] [REP3-042]** has carefully defined the smoke plume composition of a current BESS design fire event.
- 3.4.8. Evidence from real-world BESS fire incidents indicates that emissions are short-lived, highly dispersed, and localised to the vicinity of the fire, with no empirical evidence of hazardous vapour clouds forming or accumulating in low-lying areas at distances relevant to public or livestock exposure. The Plume Assessment modelling that includes Fields D8 and D9 show that with the additional BESS buffer zone integrated, HF levels in a significant proportion of these fields is below 0.2 ppm / 16 µg/m³ which is Defra's Environmental Assessment Level (EAL) threshold. The EALs are set at levels well below thresholds at which both transient and significant adverse health effects have been observed in the general human population and particularly focuses on providing a threshold which does not impact particularly sensitive human population groups.
- 3.4.9. Smoke plumes generated in outdoor BESS fire scenarios can exit through explosion vents in the roof and gases will be transported above the affected BESS in a rising smoke plume. The plume would draw in (entrain) air which dilutes the toxic gases within the plume. Whilst certain toxic gases (including hydrogen fluoride) have a higher molecular weight than air, their behaviour in a fire scenario is governed primarily by release conditions (temperature, turbulence and vertical velocity), rather than molecular weight alone. In addition, hydrogen fluoride is highly reactive and readily interacts with atmospheric moisture, reducing its persistence and potential to accumulate in dangerous concentration levels at a significant distance from the fire source.

- 3.4.10. Large Scale Fire Testing (LSFT) has illustrated that peak flame heights from BESS fire can be 10 metres above ground level which ensures that the generated toxic gas emissions within the smoke plume would decline within the vertical uplift of the plume i.e. every 10m will significantly dilute toxicity. The smoke plume would move more horizontally as a result of the prevailing wind and are further diluted as the smoke plume travels downwind. A stronger wind ensures a more rapid dissipation of toxic gases.
- 3.4.11. When the smoke plume disperses into the atmosphere as a function of distance, some dispersed particulates may deposit onto land and water surfaces in the vicinity of the BESS fire. The Applicant is not aware of any historical BESS fire event resulting in toxic emission or particulate concentrations that posed a public health concern or required environmental remediation actions.
- 3.4.12. The Environment Protection Agency (EPA) in the US has conducted numerous BESS fire incident investigations which have involved airborne contamination / emission sampling both on-site and off-site (local community areas), as well as relevant sampling of water from firefighting activities, suppression system run-off, and groundwater testing to see if any off-site environmental pollution has occurred. Off-site toxic emission levels and pollutant concentrations have been below all requisite public health thresholds. For example, in the large-scale Moss Landing fire incident response, air monitoring efforts focused on monitoring hydrogen fluoride (HF), hydrogen chloride (HCl), carbon monoxide (CO), hydrogen cyanide (HCN), 2.5 µm particulate matter (PM2.5) instrumentation, along with percentage of the Lower Explosive Limit (%LEL) gases. Measurements were recorded at heights representative of community breathing zones. All instrumentation was calibrated at least daily or per manufacturer's recommendations, and particulate matter equipment had a sensitivity capability of recording 1 µm particulates. Monitoring was conducted in close proximity and in residential areas up to 4 miles from the Moss Landing site. During this monitoring period throughout the duration of the fire, all measurements were below site-specific public health threshold action levels.
- 3.4.13. At the detailed design stage post-consent, a final Plume Study will be commissioned using the selected BESS design fire emission data and infrastructure layouts to check that in the final design the exposure limits within the surrounding fields, are no worse than those included within the current Plume Modelling Outputs, this is secured within Section 5.2.10 of the **Outline BSMP [EN010158/APP/7.9.5]** [\[REP4-074\]](#).
- 3.4.14. The Applicant's Battery Safety and Testing Consultant has worked on approximately 20 DCO applications and has strong confidence in the BESS assessment carried for the Proposed Development, which was updated to have particular regard to impacts on PFL/TCS. Notwithstanding

the above, should the Secretary of State not agree with the Applicant's evidence in respect of the BESS, it is available to the Secretary of State not to consent the BESS. In this situation, the Applicant suggests that the Secretary of State invite the Applicant to amend Schedule 1 of the **Draft DCO [EN010158/APP/3.1.9]** to state Work Number 4 is "not used" (to ensure that the numbering of the remaining works package is unchanged) and to prepare updated **Works Plans [EN010158/APP/2.3.7]** to reflect removal of the BESS from the Proposed Development.

3.5. Noise

Acoustic mitigation

- 3.5.1. To address potential impacts during the construction phase, the Applicant will liaise with PFL and TCS during the preparation of the detailed Construction Environmental Management Plan to establish tailored acoustic mitigation measures that account for the location(s) of the donor herd and the nature of the works, with consideration of the acoustic characteristics that are more likely to result in negative impacts. This commitment is secured in Section 2.22 of the **Outline CEMP [EN010158/APP/7.2.7]**.
- 3.5.2. The Applicant will subsequently liaise with PFL and TCS during the construction phase, providing at least six months advance notification of the location and timing of any construction activities in proximity to the Prestons' grazing land. This commitment is secured in Section 2.22 of the **Outline CEMP [EN010158/APP/7.2.7]**.
- 3.5.3. The acoustic mitigation strategy would be discussed with PFL/TCS in advance of the works taking place, as part of the detailed Construction Environmental Management Plan preparation and during the six-month advance notification/consultation process. During this period, the presence of the livestock within the grazing fields would be a key factor in terms of the mitigation that would be adopted. As an example, it is understood that the livestock are stabled during winter months and therefore would not be affected in the same manner as horses present within external grazing land.
- 3.5.4. The Applicant's **Outline CEMP [EN010158/APP/7.2.7]** has been updated at Deadline 6 to confirm that, as part of the six-month advance notification, the Applicant would work with PFL and TCS to prioritise a means in which livestock can be located away from construction activities. This may involve where practicable:
- Undertaking noisy works when livestock are stabled during winter months; and
 - Giving due regard to PFL's rotation between arable and grazing fields which varies from year to year (programme to be informed by PFL), to

maximise the separation distance between the construction works and the herd.

- 3.5.5. The Applicant considers this to be the most effective means of reducing potential noise and vibration impacts. As noted above, the Applicant has offered to make land within Parcel 2 near to the PFL/TCS holding available to PFL/TCS during construction for temporary grazing purposes, but PFL/TCS have not accepted this offer. The Applicant has therefore not included this in its mitigation package at this stage, though notes it is able to do so should PFL/TCS change their position.
- 3.5.6. If the construction works that are predicted to generate elevated levels of noise and vibration cannot coincide with the donor herd being stabled or located away from construction areas appropriately, a range of acoustic mitigation measures would be implemented to reduce the resultant noise and vibration levels. These measures are secured by the **Outline CEMP [EN010158/APP/7.2.7]**.
- 3.5.7. As part of the Applicant's Deadline 6 submissions, the **Outline CEMP [EN010158/APP/7.2.7]** has been updated to incorporate the following additional commitments in the event that the donor herd may be present within adjacent grazing fields when the construction works are taking place:
- Installation of temporary noise barriers around any construction work areas taking place within Parcel 3;
 - Installation of temporary noise barriers within Parcel 3 along the proposed access route from Granborough Road; and
 - Use of rotary piling techniques within Parcel 3. This commitment is provided on the basis that ground conditions are suitable for rotary piles (subject to detailed ground investigations that would be undertaken prior to construction). Where this is not viable, the use of shrouds and/or resilient pads between the pile and the driver would be adopted for percussive piling techniques.

Early planting

- 3.5.8. Locations for strategic early planting along the western and southern boundaries of Parcel 3 (Fields E11, E20, E22 and E23) and along the southeastern boundary of Parcel 2 (Fields D8, D9, D19 and D26) are identified by a yellow line in **Appendix 1: Green and Blue Infrastructure Parameters** to the **Outline Landscape and Ecological Management Plan (Outline LEMP) [EN010158/APP/7.6.7]**.
- 3.5.9. As set out in the Applicant's response to Action Point 10 in the **Written Summary of Applicant's Oral Submissions at Issue Specific Hearing 3 (ISH3) [EN010158/APP/8.33] [REP5-090]**, the **Outline LEMP [EN010158/APP/7.6.7]** also indicates that the advanced planting in these

locations would be a 15m wide woodland belt, and paragraphs 5.2.10 and 5.2.11 of the **Outline LEMP [EN010158/APP/7.6.7]** indicate that more mature tree species can be used in these woodland belts where required.

- 3.5.10. Paragraph 4.3.12 of the **Outline LEMP [EN010158/APP/7.6.7]** was updated at Deadline 4 to confirm that early planting would be undertaken *“a minimum of one year in advance of construction starting, unless this is not possible due to factors outside of the Applicant’s control at any point in time or location(s), such as works being undertaken at the National Grid East Claydon Substation”*.
- 3.5.11. At Deadline 6, following further engagement with PFL and TCS, the **Outline LEMP [EN010158/APP/7.6.7]** has been updated to provide further clarity on the early planting along the boundaries of fields retained by PFL and TCS. This consists of a 5m width of planting containing trees planted at 3m high on the outer edges of the 15m early planting woodland belts, alongside gapping up hedgerows around the edge of the fields where required, as part of the early planting.
- 3.5.12. To enable early planting for PFL/TCS but while still acknowledging and respecting the need for biosecurity arrangements, the early planting works in the biosecurity area are subject to Requirement 20 of the **Draft DCO [EN010158/APP/3.1.9]** which requires an Advanced Planting Biosecurity Statement to be prepared and submitted to the Secretary of State before advanced planting in the biosecurity area can commence.

3.6. Cable rights

Response to Action Point 6 CAH2

- 3.6.1. Action Point 6 of Compulsory Acquisition Hearing 2 [\[EV10-006\]](#) required the Applicant to:

Review Schedule 9 of the draft Development Consent Order (dDCO) [REP4-006] for the drafting around the access and cables rights in the plots that Preston Farms Ltd have an interest in.

- 3.6.2. The Applicant has reviewed the compulsory acquisition position and considers that it is not appropriate to make any amendments to Schedule 9 (Land in which only new rights etc. may be acquired) of the **Draft DCO [EN010158/APP/3.1.9]** in response to this action. This is because the rights sought have been carefully and intentionally drafted to provide the Applicant with the necessary breadth of rights over the specified plots for access, cable rights, substation connection rights and public rights of way rights throughout all phases of the Proposed Development. The Applicant cannot narrow these rights specifically for PFL’s benefit because the Applicant is seeking the rights over the specific plots in their entirety (not over a particular party’s interest in that plot). Interests in land change

constantly over time, and therefore the Applicant must secure the powers necessary over the relevant land to ensure the Proposed Development is deliverable by whoever holds the benefit of the consent at that future point in time.

- 3.6.3. This position is all the more justifiable in circumstances where PFL has been issued a Notice to Quit which expires on 30 September 2026. As set out in Section 2, if agreement between the Estate and PFL is not reached the Estate will follow through on the notice and PFL will no longer have any land rights in plots 7/1, 7/5 and part of 6/10 which the Applicant is seeking compulsory acquisition of rights in. It is therefore not workable and not legally coherent for the Applicant to amend its **Draft DCO [EN010158/APP/3.1.9]** to accommodate a 'two-tiered' rights system (i.e PFL specific cable and access rights, and then 'general' cable and access rights if PFL no longer has an interest in the FBT land plots). The Applicant therefore does not consider it legally possible to take a lesser compulsory acquisition right at this stage but provide for this right to be increased in the future.
- 3.6.4. The Applicant's compulsory acquisition case as set out in the **Statement of Reasons [EN010158/APP/4.1.4] [REP5-010]** is compelling, and irrespective of whether PFL maintains an interest in the various Schedule 9 plots beyond 30 September 2026, the Applicant requires the compulsory acquisition powers sought regardless of where voluntary agreement is reached. As explained in the **Statement of Reasons [EN010158/APP/4.1.4] [REP5-010]**, this is necessary so as to protect against a scenario whereby contracts are not adhered to or otherwise is set aside, for example: (i) the freeholder owners of the land within the Order Land (where agreement has been reached) do not grant a lease of the land in accordance with the terms of the completed option agreements; or (ii) the contracting party dies, is subject to divorce proceedings, or is declared insolvent. In those circumstances, it would be in the public interest for the Proposed Development to proceed and the interests in question effectively converted into a claim for compensation. The Applicant also requires powers to extinguish and/or suspend rights and override easements and other rights in the Order Land to the extent that they would conflict with the Proposed Development.
- 3.6.5. While the Applicant is not able to accommodate this change on the face of the **Draft DCO [EN010158/APP/3.1.9]** the Applicant refers to qualifying text secured in the **Outline Operational Environmental Management Plan (Outline OEMP) [EN010158/APP/7.3.6] [REP5-069]** at paragraph 2.9.8 which confirms in respect of rights to access cabling that "It is not expected that access will be taken on a frequent basis. Where access is required, the Applicant will endeavour to give relevant parties as much notice as reasonably possible prior to entry."

Response to Action Point 7 CAH2

- 3.6.6. Separately, the Applicant refers to its response to Action Point 7 in the **Written Summary of Applicant's Oral Submissions at CAH2 [EN010158/APP/8.34] [REP5-091]** which gave an explanation as to why there are two cable runs and whether there could be a single run.
- 3.6.7. Following further technical review and in response to submissions made by PFL/TCS, the Applicant can reduce the flexibility sought for this cable alignment and is able to commit to a single cable run. The Applicant has removed the western arm of the cable run from between Parcels 2 and 3, as confirmed by updated Figure 3.7 of **ES Volume 3, Proposed Development Description Figures 3.1 – 3.14 [EN010158/APP/6.3.7]** for Deadline 6.

4. Conclusion

- 4.1.1. The Applicant has engaged with PFL/TCS constructively and endeavoured to respond to their concerns about the potential impacts of the Proposed Development to the unique and specialised PFL/TCS holding in an appropriate and proportionate manner.
- 4.1.2. The Applicant has provided its position in response to the remaining issues, meeting PFL/TCS' position where it is able to commit and reasonable to do so. In summary:
 - 4.1.2.1. In respect of Field E23, the Applicant has identified how this is intrinsically linked to the land position. If voluntary agreement between the Estate and PFL is reached then PFL will be permitted by the Estate to remain on the land on a short-term basis until the Applicant calls upon its Option. If the DCO is consented and PFL and the Estate have entered into a further agreement, the Applicant will provide an Animal Movement Area across Field E23 as secured through the **Design Commitments [EN010158/APP/5.9.8]**.
 - 4.1.3. On biosecurity, the Applicant has agreed to the majority of PFL/TCS's biosecurity requirements as set out in the **Outline BMP [EN010158/APP/8.39] [REP5-096]** which is secured by Requirement 20 of the **Draft DCO [EN010158/APP/3.1.9]**.
 - 4.1.4. In respect of traffic and transport matters:
 - 4.1.4.1. Regarding the construction traffic route, the Applicant maintains that the Applicant's proposed construction access strategy presents the only safe route for many reasons, including because routing construction traffic through Winslow is untenable on a cumulative basis given the health and safety risk, reduced pedestrian accessibility and increased delays in Winslow. The Applicant has responded directly to the Railton Report, identifying inaccuracies, inconsistent assessment methods and selective reporting.
 - 4.1.4.2. Regarding the construction access via Granborough Road, the Applicant has responded to the PFL/TCS request to move this access point to the east towards the brook by providing for a limit of deviation in Article 50 of the **Draft DCO [EN010158/APP/3.1.9]** of up to 50m to the east of the current access point and for hedgerow removal to align with the deviated access.
 - 4.1.4.3. Regarding the operational access, the Applicant has addressed the PFL/TCS request to avoid routing operational traffic via Granborough Road by committing to route LGV during the operation and maintenance phase via the East Claydon Road access (also known as the AIL access) to minimise disruption to PFL/TCS. The Applicant is required to retain

HGV, cable maintenance LGV and emergency vehicles access via the southern access via Granborough Road during the operational phase due to health and safety risks occurring in Winslow, as noted previously. Access across all PFL/TCS biosecurity areas (as presented on the **Biosecurity Area Plan [EN010158/APP/2.7] [REP5-005]**) would be controlled by the Biosecurity Management Plan, to be prepared in accordance with the **Outline BMP [EN010158/APP/8.39] [REP5-096]** and advance notice would be given as secured in the **Outline CEMP [EN010158/APP/7.2.7]**.

- 4.1.5. On BESS safety, the Applicant maintains its **BESS Plume Assessment Summary [EN010158/APP/7.13.3] [REP3-042]** and the specific assessment and risk analysis done in respect of PFL/TCS as a receptor (as clarified by further explanation in the **Applicant's Response to Action Point 45 from ISH1 [EN010158/APP/8.26.2] [REP5-085]**) is robust and that the measures in the **Outline BSMP [EN010158/APP/7.9.5] [REP4-074]** secured appropriate and precautionary mitigation. The Applicant has identified the flaws in the PFL/TCS evidence provided at 'ISH3 Response to Action 49 – Air Quality' including the fundamental erroneous assertion that a BESS fire will be equivalent to or more severe than a wildfire.
- 4.1.6. In response to noise matters, the Applicant has reiterated that the overarching and primary mitigation will be avoidance, as secured by the commitment to liaise with PFL/TCS during the preparation of the detailed Construction Environmental Management Plan. The Applicant has further strengthened the **Outline CEMP [EN010158/APP/7.2.7]** to incorporate additional commitments in the event that the donor herd may be present within adjacent grazing fields when construction works are taking place, including temporary noise barriers around works within Parcel 3 and along the proposed access route from Granborough Road, and the use of rotary piling techniques within Parcel 3 where viable. The Applicant has also strengthened early planting commitments along the boundaries of fields retained by PFL, confirming that a 5m width of planting containing trees planted at 3m high on the outer edges of the 15m early planting woodland belts, alongside gapping up hedgerows around the edge of the fields where required, would be provided.
- 4.1.7. In response to cable rights, while unable to narrow cable rights and access rights to be PFL-specific, the Applicant has confirmed that it can now commit to a single cable run underneath the PFL leased land between Parcels 2 and 3 and has updated Figure 3.7 of **Environmental Statement Volume 3 Proposed Development Description Figures 3.1 – 3.14 [EN010158/APP/6.3.6]** accordingly.

Appendix 1

Second Letter from the Claydon Estate LLP



Planning Inspectorate
c/o QUADIENT
69 Buckingham Avenue
Slough
SL1 4PN

12th August 2026

Dear Sirs

I refer to my letter of 18 June 2026 (Appendix 1 of [\[REP4-088\]](#)) and confirm that I continue to represent the Claydon Estate LLP as the Estate's Manager. The Estate is the principal freehold landowner in respect of the land over which Rosefield Energyfarm Ltd (the Applicant) has an Option for Lease Agreement for the purposes of building out, operating and decommissioning the proposed Rosefield Solar Farm (the Proposed Development).

For ease of reference, the land that forms part of the current Farm Business Tenancy (FBT) with Lynda Preston (referred to as PFL for the purposes of this letter) which includes Field E23 is subject to a Notice to Quit. The Notice to Quit expires on 30 September 2026. For the avoidance of doubt, if agreement with PFL cannot be reached by that date, the Estate will follow through with the Notice to Quit meaning PFL must vacate all the land that is subject to the Notice to Quit by that time.

Response to PFL/TCS Deadline 5 Submission [\[REP5-111\]](#)

- i. The Estate seeks to clarify for the Examining Authority our position in respect of the assumptions made by PFL/TCS with regards to the tenancy situation.
- ii. As confirmed in our previous letter, the Estate was in a position where it could serve a Notice to Quit on PFL at any time, irrespective of the Proposed Development, because PFL's FBT over the Sion Hill Farm Holding expired in 2014 and their occupation since has been on a rolling annual basis.
- iii. The Estate issued Notice to Quit on the basis that agreed Heads of Terms for a new lease (including replacement land to offset the FBT land PFL would be vacating within the Order Limits) had been signed, giving the Estate assurance that a further agreement with PFL would be entered into in line with the agreed Heads of Terms.
- iv. Much of the FBT land is proximate to the National Grid Electricity Transmission's (NGET) East Claydon Substation, which is therefore of significance in respect of prospective future development opportunities.

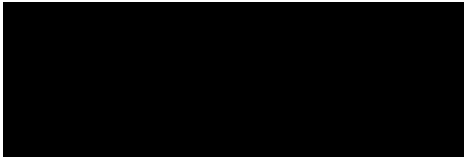
- v. As submitted at Compulsory Acquisition Hearing 2, the Estate, which has evolved throughout its existence and, like any farming business in the current economic climate, needs to evolve and diversify once again which inevitably requires changes in occupation to make land available for other uses.
- vi. As explained in my June letter, the Applicant is one of many developers who have approached the Estate and the Estate is well within its rights to pursue any of those development opportunities.
- vii. Contrary to paragraph 104 of the PFL/TCS Deadline 5 Submission, the Estate does not consider the Applicant to be *“hiding behind the mantra that a freeholder is entitled to do as they wish”*. Rather, the Applicant has accurately stated fact: the Estate as the landowner can indeed use its land as it wishes.
- viii. Assuming the Estate and PFL reach agreement in line with the Heads of Terms signed by both parties, Field E23 is to form part of a short, fixed term lease to PFL which is subject to rights reserved to the Estate which allow us to recover possession of the land within this short lease in order to comply with the Option Agreement between the Estate and the Applicant.
- ix. The Estate is aware and supportive of the Applicant’s requirement for Field E23 for solar PV and hence the Applicant is seeking compulsory acquisition of the freehold over that land (as back up powers to the Option Agreement, which is commonplace).
- x. Should the Option Agreement fall away or the Applicant not call for all the land under the Option, the Estate will retain the flexibility to respond to future development opportunities. In practice this means the Estate will reserve rights to release land for future development opportunities (including Field E23 for example, given its proximity to the NGET Substation).
- xi. It can be said with certainty, that the Estate will not allow Field E23 to be sterilised from future development opportunities or alternative land uses by virtue of PFL maintaining a long-term interest in that land – or any land parcel for that matter.
- xii. If agreement with PFL is not reached, the Notice to Quit remains in place with the date of 30 September 2026. The Estate will be following through with the Notice to Quit, which is why it is very important to the Estate for negotiations with PFL to resolve before this date and the Estate is seeking to do so as a priority.

Update on Status of Negotiations

- xiii. The parties met on 30 July 2026 to discuss the remaining issues in respect of the agreement.
- xiv. The Estate have made a number of compromises where possible, however PFL have sought to renegotiate fundamental points which had been previously agreed in the Heads of Terms.
- xv. The parties are working to agree these points of renegotiation by 14 August 2026, including agreed form of the short fixed term Sion Hill FBT. The parties will be able to provide the Examining Authority with an update at the new Deadline 7 on 20 August 2026.
- xvi. The Estate remains hopeful that it will reach agreement with PFL. If this agreement is reached, then PFL will be permitted to remain on the land until the Estate requires vacant possession of the land at the point in time consent for an alternative use is obtained and the option for lease called upon.
- xvii. Should the Estate and PFL reach agreement, the Estate will be committed to making replacement land available to PFL at the point at which the option to lease is called upon by the Applicant. The Estate is not obliged to do this but has done this in recognition of the long-term relationship with PFL.

I trust this letter assists in clarifying matters before the Examining Authority.

Yours sincerely,



Estate Manager

Appendix 2

Applicant's Response to Action Point 4 CAH2



1. Applicant's Response to Action Point 4 of CAH2

- 1.1.1. Action Point 4 of Compulsory Acquisition Hearing 2 [[EV10-006](#)] required the Applicant and PFL respectively to:

Prepare a note (which may be appended to the Statement of Common Ground between the applicant and Preston Farms Ltd) setting out:

- The position of each party on the status of negotiations regarding the tenancy arrangements between Preston Farms Ltd and the Claydon Estate LLP*
- For Preston Farms Ltd 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.*

- 1.1.2. The Applicant has made submissions on these points throughout the Application documents, in hearing submissions and also within this broader **Response to PFL/TCS Deadline 5 Submission**. For completeness, the Applicant has prepared this summary/signposting note.

- 1.1.3. In response to the first point, the Applicant is not party to the negotiations and so refers to the "Update on Status of Negotiations" section of the Second Letter from the Claydon Estate LLP dated 12 August 2026 (**Appendix 1**), noting a further update is expected to be provided at Deadline 7.

- 1.1.4. The second point is not for the Applicant to respond.

- 1.1.5. In response to the third point, the Applicant refers to Section 4 of the **Closing Statement [EN010158/APP/8.44]** and submits that it considers its case for compulsory acquisition has been met in respect of all Order Land, which includes all land in which PFL has an interest.



rosefieldsolarfarm.co.uk