

Great North Road Solar and Biodiversity Park

Written Summary of Oral Submissions from Compulsory Acquisition Hearing
1 and Responses to Action Points

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1 WRITTEN SUMMARY OF THE APPLICANT'S ORAL SUBMISSIONS AT COMPULSORY ACQUISITION HEARING 1

1.1 INTRODUCTION

1.1.1 This section of the document summarises the oral submissions put forward by Elements Green Trent Limited ('the Applicant') at Compulsory Acquisition Hearing 1 ('CAH1') which took place in a blended format at the YMCA Community and Activity Village and on Microsoft Teams on 3 February 2026 afternoon.

1.1.2 In what follows, the Applicant's submissions on the points raised broadly follow the Agenda for the CAH1 set out in the Examining Authority's ('ExA') letter which was published on the Planning Inspectorate's website [[ENV6-001](#)]. Where the comment is a post-hearing note submitted by the Applicant, this is indicated.

1.1.3 The Compulsory Acquisition Hearing 1 ('CAH1') was led by Dr Andrea McGeehan (Lead Panel Member), with supporting panel members Mr Graham Hobbins and Dr Philip Brewer.

1.1.4 The Applicant, which is promoting the Great North Road Solar and Biodiversity Park ('the Development'), was represented by Mr Peter Nesbit of Eversheds. The following speakers were present at the hearings for the Applicant:

- Mrs Michelle Moss
- Miss Elena Sarieva
- Mr Andrew Prowse
- Mr Jim Ixer

1.1.5 The attending authorities and interest parties of ISH2 included:

- Mr Peter Dixon on behalf of Mr Richard Gill and Mrs Gill
- Anthony Northcote on behalf of Mr, Mitchell and Mrs. Gladwin
- Pamela Goodwin

1.2 AGENDA ITEM 1: WELCOME AND INTRODUCTIONS

1.2.1 *The ExA* welcomed attendees to CAH1 and provided introductory remarks about how the hearing would be conducted. *The ExA* confirmed that action points would be circulated shortly after the close of the hearing.

1.3 AGENDA ITEM 2: PURPOSE OF THE COMPULSORY ACQUISITION HEARING 1

1.3.1 *The ExA* explained that the purpose of this CAH1 is to inquire into the draft Development Consent Order ('**Draft DCO**' or '**dDCO**') to provide the ExA the opportunity to explore initial questions about the following points:

- The applicant's case for Compulsory Acquisition (CA) and Temporary Possession (TP) (Agenda Item 3.1)

- Site-specific issues for the applicant (Agenda Item 3.2)
- Site-specific representations by APs (Agenda Item 3.3)
- Statutory undertakers (Agenda Item 3.4)

1.4 AGENDA ITEM 3.1: THE APPLICANT'S CASE FOR COMPULSORY ACQUISITION (CA) AND TEMPORARY POSSESSION (TP)

Overview

- 1.4.1 *The ExA* requested the applicant to briefly present and justify their case for compulsory acquisition and temporary possession. They requested that the following be included in the explanation; (a) identification of the power sought and their purposes; (b) any relevant DCO considerations or provisions; (c) How the relevant statutory and policy tests under the Planning Act and Department for Communities and Local Government Guidance would be met; (d) The applicant's strategy and criteria for determining whether to seek powers for compulsory acquisition of lands, or compulsory acquisition of rights, or temporary possession of land; (e) the consideration of alternatives to compulsory acquisition and temporary possession; and (f) human rights considerations.
- 1.4.2 *Michelle Moss (the Applicant)* confirmed that the application includes a request for compulsory acquisition powers in accordance with section 123(2) of the Planning Act 2008. This request can be found in the **Application Form** [\[APP-003\]](#) and the relevant **Cover Letter** [\[APP-001\]](#). The applicant's land assembly strategy has been and continues to be one of seeking voluntary agreement first, thereby limiting and reducing the extent of compulsory acquisition. This is evidenced by the **Land and Rights Negotiations Tracker** [\[EN010162/APP/4.4C\]](#). Despite the applicant's significant success in securing option agreements, compulsory acquisition powers remain necessary due to: (a) there being unregistered land interests within the Order Land; (b) mines and minerals interests, the ownership of which is unknown; as well as (c) there being a risk of option agreements failing due to probate, insolvency, or other unforeseen events.
- 1.4.3 She confirmed that no land is proposed solely for temporary possession; all land is required permanently, though temporary powers will be used proportionately (e.g., cable corridor refinement).
- 1.4.4 She stated that the applicant's approach to the exercise of compulsory acquisition powers is explained in Section 8 of the **Statement of Reasons** [\[EN010162/APP/4.1B\]](#), read together with the **Book of Reference** [\[EN010162/APP/4.3D\]](#) and the **Land Plans** [\[EN010162/APP/2.2B\]](#) [\[REP1-004\]](#).
- 1.4.5 *Mrs. Moss (the Applicant)* described Article 22 of the **Draft Development Consent Order** [\[EN010162/APP/3.1D\]](#) as the primary authorising power for compulsory acquisition of land (pink land on the **Land Plans** [\[EN010162/APP/2.2B\]](#) [\[REP1-004\]](#)), which would allow acquisition of all interests including freehold where necessary, principally for permanent above-ground infrastructure requiring exclusive control (including PV arrays, substations, BESS and the 400kV compound), mitigation work where

sufficient control is needed (including landscape planting), permissive path / recreation routes, and PRow diversions.

- 1.4.6 *Mrs. Moss (Applicant)* went on to describe Article 24 as limiting the applicant's compulsory acquisition powers in relation to blue land to new rights and restrictive covenants only (i.e., blue land cannot be acquired outright), principally for underground cable connections and access rights. She referred to the rights packages contained in Schedule 8 to the **Draft Development Consent Order [EN010162/APP/3.1D]** (cable rights, cable restrictive covenants and access rights) and stated restrictive covenants are necessary and proportionate to protect buried infrastructure from surface activities which may result in damage, as well as health and safety risks. Article 23 provides a five-year period within which the applicant's compulsory acquisition powers can be exercised.
- 1.4.7 *Mrs. Moss (Applicant)* referred to Articles 31 and 32 as providing powers for temporary possession for construction and/or maintenance purposes. She stated no land is required solely temporarily, and that all land is required permanently (including access tracks for construction and decommissioning across an approximately 40-year period).
- 1.4.8 *Mrs. Moss (the Applicant)* explained that the Applicant would use temporary possession and permanent acquisition powers in combination to avoid permanently burdening land, particularly in relation to cable corridors where alignment is not precisely known at this stage. Land shown yellow on the Land Plans (i.e. public highway) is within the Order limits for other purposes (e.g., highway works, traffic regulation measures) but no land rights are required.
- 1.4.9 Other relevant powers discussed included Article 25 (private rights over land) as enabling extinguishment of private rights where land is acquired, and Article 28 as enabling overriding or suspension of private rights where land is used for authorised activities. Both articles, when engaged, can give rise to an entitlement to compensation. Article 33 regarding statutory undertakers was referenced and it was stated that the exercise of these powers is controlled by the protective provisions contained in Schedule 13 to the **Draft Development Consent Order [EN010162/APP/3.1D]**.
- 1.4.10 Article 36 (mining code provisions) was also discussed. *Mrs. Moss (the Applicant)* explained that if someone serves notice wanting to access or extract minerals, the applicant can use a formal procedure to block (or *veto*) that activity, though they would have to pay compensation. Importantly, this article does not give the applicant automatic rights to acquire the mines and minerals themselves; that would require going through a separate statutory process.
- 1.4.11 *Mrs. Moss (Applicant)* moved onto the statutory and policy tests under the Planning Act 2008, referring to section 122 first (land required for the development, to facilitate or be incidental to it; or replacement land for special category land). She confirmed that there is no special category land and that the Applicant considers the land subject to compulsory acquisition to be required for, or to facilitate, the Development. **Appendix 1 to the Statement of Reasons [EN010162/APP/4.1.1A] [REP1-012]** provides a

- plot-by-plot analysis and justification for the land comprising the Order Land and no land has been included in the order save that which is considered reasonably necessary.
- 1.4.12 She stated that the compelling case in the public interest is addressed through the **Statement of Reasons [EN010162/APP/4.1B]** and that the applicant has had regard to the DCLG compulsory acquisition guidance (September 2013). *Mrs. Moss (the Applicant)* referred to the **Planning Statement [EN010162/APP/5.4C]** which details the need for the Development, the clear policy requirement for it in the relevant national policy statements and the overwhelming positive benefits that will be generated by the delivery of the Development. The tests in paragraphs 13 to 14 of the compulsory acquisition guidance are therefore met.
- 1.4.13 She stated that alternatives have been considered in **ES Volume 2, Chapter 4: Alternatives [EN010162/APP/6.2.4]** [[APP-047](#)] and in section 7.10 of the **Statement of Reasons [EN010162/APP/4.1B]**, including changes following consultation and landowner engagement (reductions in Order limits, setbacks from residential areas and mitigation) and no alternatives have been proposed by others that would avoid the need for the exercise of compulsory acquisition powers.
- 1.4.14 She addressed human rights, stating that the proposed interference with private rights is for a legitimate purpose and accords with national policy. Section 13 of the **Statement of Reasons [EN010162/APP/4.1B]**, explains how Article 1 of the First Protocol to the European Convention on Human Rights and Article 6 and 8 have been considered. It was explained that the Applicant has had regard to the Public Sector Equality Duty and submitted an **Equalities Impact Assessment [EN010162/APP/7.6]** [[APP-328](#)] which concludes no disproportionate or differential effects on persons with protected characteristics.
- 1.4.15 *Mrs. Moss (the Applicant)* referred to the **Funding Statement [EN010162/APP/4.2A]** describing how construction and compensation would be funded and stated there are no known impediments to delivery, including that a grid connection has been secured with NESO, as explained in the **Grid Connection Statement [EN010162/APP/7.15A]** [[REP1-048](#)]. The required 'other consents and licences' are expected to be forthcoming.
- 1.4.16 She concluded that the applicant considers the compulsory acquisition and temporary possession powers which are being sought meet section 122 and the requirements of the compulsory acquisition guidance and that the **Draft Development Consent Order [EN010162/APP/3.1D]** should be made including the powers.
- 1.4.17 *Mrs. Moss (the Applicant)* moved on to the matter of statutory undertakers and stated that section 127(1) is not engaged as no land owned by a statutory undertaker is proposed for acquisition. She stated section 127(5) is engaged where new rights or restrictive covenants are sought to be acquired over statutory undertaker land, identified as plots 109 (cable rights and restrictive covenants) and 111 (access rights) relating to National Grid Electricity Transmission (NGET), and that an option agreement is in place such that no serious detriment arises (section 127(6)). *Mrs. Moss (the*

Applicant) further stated that section 138 is engaged in relation to potential removal or interference with statutory undertaker apparatus, subject to the protective provisions contained in Schedule 13 to the **Draft Development Consent Order [EN010162/APP/3.1D]**. She added that it is the applicant's position that the protective provisions in Schedule 13 afford the necessary protection to statutory undertakers where they have a relevant right or relevant apparatus in the Order Land.

- 1.4.18 *The ExA* sought clarification that, where temporary possession is taken in advance of acquisition of rights, the Applicant would still seek to secure rights through voluntary agreements in the first instance. *Mrs. Moss (the Applicant)* confirmed this to be the case and that it mirrors the private treaty approach. The exercise of temporary possession powers by the applicant would be constrained by the terms of the voluntary agreements entered into and only used where agreements are not secured or fail.
- 1.4.19 *Mrs. Moss (the Applicant)* provided an example of the cable corridor, explaining that temporary possession could be taken over a wider corridor (approximately up to 60m) to undertake investigations and construction, with permanent easements then limited to a narrower corridor (for example, around 15m), and that land not required would be reinstated in accordance with Article 31. *Mrs. Moss (the Applicant)* stated that where temporary possession is taken, compulsory acquisition powers must be exercised within one year of completing the purpose for which possession was taken.
- 1.4.20 *The ExA* asked the Applicant to justify compulsory acquisition of land earmarked for biodiversity and ecological enhancements, noting that BNG is not currently a statutory requirement for NSIPs under the Environment Act 2021.
- 1.4.21 *Michelle Moss (the Applicant)* stated that land required for biodiversity enhancement is largely subject to concluded option agreements (there being one parcel where terms are agreed but completion of the option is delayed by a requirement to deal with an agricultural tenancy). In the event of an option failing, compulsory acquisition powers are required to be secured to ensure delivery of the scheme's commitments and to enable compliance with Requirement 8 of the **Draft Development Consent Order [EN010162/APP/3.1D]**.
- 1.4.22 *The ExA* sought clarification regarding yellow land and the extent to which powers apply.
- 1.4.23 *Michelle Moss (the Applicant)* stated that Articles 22, 24 and temporary possession provisions do not apply to yellow land, but that Article 28 (override/suspension of private rights during authorised activities) could apply.
- 1.4.24 *The ExA* asked about differences between works relating to connections to the National Grid substation and the BESS substation and the different rights packages applicable to them.
- 1.4.25 *Michelle Moss (the Applicant)* stated that the type of land rights sought in respect of both works packages is the same (cable rights and restrictive

covenants). The differences concern the description of works rather than the nature of the rights.

1.4.26 *The ExA* invited any third parties to comment on agenda item 3.1.

1.4.27 *Mr Dixon (Mr. and Mrs Gill and Drone Defence)* commented that the applicant's preference for private treaty negotiation has not applied to the acquisition of private rights proposed to be extinguished; second, that an amendment excluding solar PV from plot 15 16 has been suggested by his clients as an option to address objections. *The ExA* noted that these matters would be addressed later in the hearing.

1.5 AGENDA ITEM 3.2: SITE-SPECIFIC ISSUES FOR THE APPLICANT

Drone Defence Services Ltd, Richard Gill and Lisa Gill

1.5.1 The *ExA* invited the Applicant to provide a general update on the progress of voluntary negotiations, anticipated timescales, and any recurrent issues.

1.5.2 *Michelle Moss* (the Applicant) referred to the **Land and Rights Negotiations Tracker [EN010162/APP/4.4C]** and stated that the Applicant had secured 23 completed option agreements (coloured green on the Tracker).

1.5.3 *Mrs. Moss (the Applicant)* identified two option agreements which are in the final stages (coloured amber on the Tracker). The first agreement (rows 36-40 on the Tracker) relates to land where option terms are agreed but completion is delayed pending resolution of matters arising in respect of a farm business tenancy. Completion of the option is expected before the close of the examination. The second – option and lease documents (rows 43-45 and 72-74 on the Tracker; land required for the substation and the BESS) - has commercial terms agreed and the draft documents are in advanced negotiations. The option agreement is expected to complete before the close of examination.

1.5.4 *Michelle Moss (the Applicant)* stated that a number of options for easement are in negotiation, with only one potentially not completing before the close of examination due to probate. The applicant expects the remaining amber rows on the Tracker to turn green.

1.6 AGENDA ITEM 3.3: SITE-SPECIFIC REPRESENTATIONS BY AFFECTED PERSONS

1.6.1 The *ExA* invited those present to speak, noting that Mr. Gill and Mr. Dixon were representing Drone Defence Services, and also acknowledging Mr. Northcote and Miss Pamela Gladwin, who indicated they wished to speak later.

Drone Defence Services Ltd

1.6.2 *Peter Dixton (Mr and Mrs Gill)* suggested that Mr. Gill and his wife were the registered freehold proprietors of the property, and that their company, Drone Defence Services, held a contractual licence to occupy the farm property by virtue of a transfer dated 30 September 1998. The property

benefits from rights over adjoining land, specifically plots 15/16, 15/17 and 16-1, which are proposed to be used for a mixture of mitigation and, in the case of plot 15/16, the construction of solar PV infrastructure. The rights enjoyed by the property include the passage of services through existing service installations on the Order Land and the right to construct new service installations. The later right is exercisable within a perpetuity period of eighty years from the date of the transfer, and once installations are constructed, they may then be used permanently. It was noted that the Development as currently conceived would conflict with these rights, both physically due to the construction of solar PV infrastructure preventing their exercise, and legally, in reliance on articles 25 and 28 of the **Draft Development Consent Order [EN010162/APP/3.1D]**.

- 1.6.3 *Mr Dixon (Mr and Mrs Gill)* stated that the property is entirely off-grid, with its own water supply, energy generation, and facilities for dealing with sewage. When Mr. and Mrs. Gill acquired the property in 2023, they encountered difficulties with traditional mortgage lenders and relied on non-traditional lending in order to complete the purchase. The potential to construct service installations in the future, even though there is currently a satisfactory supply of services, represents a significant benefit, and the ability to provide services in the future is plainly important.
- 1.6.4 It was further clarified that the term “service installations” for the purposes of the grant refers to media laid or constructed on, under, or through the Order Land through which services, including water, soil, gas, electricity, and other services, are conducted. In response to the applicant’s written submissions, it was highlighted that the rights are not limited by reference to the property’s use as a dwelling, there being no covenant restricting the use of the property to residential purposes, nor any restriction on the class of services that may be conveyed. The rights allow considerable latitude to lay service installations across the entirety of the adjoining land, rather than being confined to a defined corridor, and any compulsory acquisition affecting these rights would leave the property with no alternative route for main services other than in a south easterly direction, whereas the main service connections lie to the south west.
- 1.6.5 It was noted that the property’s immediate requirements relate to the domestic drone-based security system, with Mr. Gill able to provide further detail. The property is currently being used to prove a domestic drone based security system. In connection to this, it is proposed to lay cables directly across the relevant plots in order to provide a power supply to a cabinet located on land immediately beyond the order land, which is used in conjunction with the drone operations. Therefore, by the time the order limit was carried out, there would be service installations on the land. If the DCO were confirmed, any service installations laid across the order land would be extinguished, and these are considered real, not hypothetical, issues.
- 1.6.6 *The ExA* asked whether any services currently existed on the plots of land in question, or whether the easement was solely for potential future installations.

- 1.6.7 *Mr Dixton (Mr and Mrs Gill)* confirmed that there were no existing services at all which was the case in 1998 as well. There is an intention to install a single cable for the drone testing that would provide power from the property to the cabinet. The nature of the system is a domestic system.
- 1.6.8 *The ExA* asked Mr. Gill to clarify the location of the domestic services, including gas and electricity, and to confirm that these services are principally situated to the south-west of the property.
- 1.6.9 *Mr Richard Gill* then explained that there is only one viable route available for providing dedicated services to the property, which lies 1.7 km to the south-west. He confirmed that there are no rights to the north of the property, noting that the plant room is located in the north-west. Therefore, the only practical route for extending services from the property is west across the order land and then directly south to public land on Mill Lane in Caunton. Attempting to go south-east would require crossing the house, existing buildings, and service infrastructure already on the plot, which renders that option unviable. Consequently, the south-western route directly to Mill Lane remains the sole feasible option within their rights.
- 1.6.10 *The ExA* then sought to clarify in relation to the drone testing, whether there any specific infrastructure currently installed through the land in question, or whether the intention was to install the power cable as discussed earlier.
- 1.6.11 *Mr. Gill* responded that Drone Defence monitors airspace. To provide context, he described that the business's role is to detect drones operating in sensitive areas, such as prisons or near airports, where unauthorized drone activity would pose risks. As part of this monitoring, the business deploys a variety of sensors on site. These sensors include radars and passive RF (radio frequency) sensors that detect signals from both drones and their controllers, as well as cameras to identify the type of drone and whether it is carrying any payload.
- 1.6.12 He further explained that, in the context of a prison, this capability is particularly important. On the plot itself, at the Caunton Lodge Farm , a range of sensors is deployed to provide the necessary monitoring. Approximately 500 meters to the south of the property, there is a services cabinet and a pole that currently hosts a radar system and a passive RF system. The location of this cabinet was chosen specifically because it lies along the route to the dedicated services at Mill Lane, to the south of the property, where there is a natural gap in the hedgerow. This placement minimises disruption and provides a clear line of sight from the radar to the property, which is essential for the operation of line-of-sight sensors. The cabinet and pole at this location are prepared to be powered to support the system.
- 1.6.13 *The ExA* then asked Mr. Gill to submit any supporting evidence into the examination to demonstrate the impact of the solar panels in the adjacent fields on the proposed drone testing activities. *The ExA* explained that such evidence could take the form of industry guidance, standards, specifications, or any written documentation that would clarify the operational requirements for the drone testing and show how these might be affected by the solar infrastructure. *Mr. Gill* acknowledged the request.

- 1.6.14 **Post-hearing note:** This matter has been recorded as Action Point 1 for Mr Gill/Drone Defence Services.
- 1.6.15 *The ExA* then invited Mr. Gill and Mr. Dickson to add anything further regarding the points they had just made. *Mr Dixon (Mr and Mrs Gill)* responded that they had explained the problem, which related to the extinguishment of important rights, and that the solution was simply to modify the scheme so that those rights were not affected.
- 1.6.16 *Michelle Moss (Applicant)* referred to the plan at the back of the applicant's **Responses to Deadline 1 Submissions [EN010162/APP/8.21] [REP2-116]** and explained that the plan illustrated the scope of the easement rights enjoyed by Mr. and Mrs. Gill's property, with the land shaded yellow showing the areas over which the rights could be exercised and the property itself shaded green. She noted that these rights covered quite an extensive area.
- 1.6.17 She acknowledged that the project would have an effect on those easement rights, primarily in relation to Plot 15/16, where the proposed solar PV fields were to be located. She explained that solar PV infrastructure is generally incompatible with laying services across or beneath it, and while limited exceptions might exist, it was not practical to prescribe these comprehensively. Consequently, this would create an impact on the easement rights benefiting the property.
- 1.6.18 With regard to the 1998 Transfer, *Mrs. Moss (Applicant)* clarified that the applicant did not contend that the wording of the rights limited their use solely to residential purposes. The rights are expressed to serve the property, Lot 4, which is a house. However, she noted that the applicant had questions regarding the extent to which the operations of Drone Defence Services Limited, as occupier of the property, fell within the scope of those rights. She suggested that the primary concern of the representation appeared to be related to Drone Defence Services' operational use rather than standard residential services such as water or gas.
- 1.6.19 She further stated that, in the context of the public interest and the compelling case for the project, it was not proportionate to seek modifications to the order to wholly exclude land that was not owned by the objector and for which agreements were already in place. She emphasised that this was especially relevant where the intention appeared to be the protection of a commercial operation, over which questions might exist regarding lawful planning use.
- 1.6.20 *Mrs. Moss (Applicant)* noted the concerns on the need for clear lines of sight over the property to a services cabinet and an associated radar pole constructed outside of the Order Land. She explained that Mr. Gill currently had no rights over any of the land in question to maintain it unbuilt or free from vegetation or structures. The easement rights he enjoys are limited solely to the laying of services, and there is no right to prevent development on the land. Therefore, any impacts are confined to whether services can continue to be provided to serve Lot 4.
- 1.6.21 She explained that the applicant had recently met with Mr. Gill and representatives from Drone Defence Services Limited and that a plan

showing where services could still be run has been provided by the applicant late on the previous Friday. She described that, by reference to the plan on the screen, services could be laid within two mitigation parcels, specifically plots 16/1 and 15/17, subject to engagement with the applicant and appropriate standoffs from existing tree roots. She noted that this, combined with the available land to the east of the Order Land, provided a significant area for laying a single electricity cable.

- 1.6.22 The applicant had proposed a corridor approximately 5 metres wide, running from the location marked “wind turbine” along the top edge of the property, down to the mitigation area at the bottom of plot 15/17, leading to the services cabinet. *Mrs. Moss* emphasised that 5 metres was more than sufficient for a single electricity cable, and that this approach demonstrated how the easement rights could largely remain intact. The main area of difficulty was Plot 15/16, which she acknowledged.
- 1.6.23 *Mrs. Moss* further noted that the current concerns related to the operation of a business, Drone Defence Services Limited, which the applicant was not satisfied was lawfully established. She added that it was not clear whether the cabinet and associated radar pole, which had been constructed outside of the Order Land, represented lawful development.
- 1.6.24 She concluded by summarising that the rights currently in place for the property could be exercised in a reasonable and proportionate manner. While the applicant did not accept that Drone Defence Services Limited had the necessary rights to carry out all its operations. She explained that the Applicant met with Mr Gill and Drone Defence services and shared a plan where services could still be run. Any of the two parcels, so plot 16/1 and 15/17 that services can be laid subject to engagement with the applicant and an appropriate standoff from tree root systems for example. This is a significant area. The applicant presented a route that had been shown for providing power via a cable, ensuring that the property could continue to receive services should the business be lawfully operating from the land.
- 1.6.25 *Mrs. Moss (the Applicant)* concluded that the applicant has proposed solutions where the easement can be largely intact. She reiterated that this solution was seeking mitigation of impact on a business that on a business that the applicant is not satisfied is lawful.
- 1.6.26 *The ExA* sought to clarify and confirm if it would be possible to lay a cable through Plot 15/16, taking into account the mitigation land shown, and whether that would be subject to certain requirements, such as maintaining an appropriate stand-off from trees or other features.
- 1.6.27 *Mrs. Moss (Applicant)* explained that the proposed route for the electricity cable through Plot 15/16 would effectively run parallel to the existing access track, following the edge of the plot, and then continue parallel to the hedgerow at the bottom. She confirmed that the corridor plan had been shared with Mr. Gill and his representatives and noted that a version of this plan could be submitted at Deadline 3, either as a further iteration or reflecting the current position, pending feedback from the parties.

- 1.6.28 **Post-hearing note:** Please see the Applicant's response to Action Point 2 below.
- 1.6.29 The ExA asked Mr. Gill or Mr. Dixon if they would like to come back on any of the applicant's points.
- 1.6.30 *Mr Dixon (Mr and Mrs Gill)* asked for an indication, in addition to the plan showing a possible route, a route corridor, as to what the legal basis would be for any such corridor. Mr Dixon suggested that the applicant might be intending to extinguish the existing rights and then grant new, more limited rights along the proposed corridor, taking into account constraints such as set-offs from tree roots.
- 1.6.31 *Mr Dixon (Mr and Mrs Gill)* went on to comment that the applicant's assertion, that the drone operations were not lawful and that the easements did not permit the construction of a cable to serve the cabinet, is argued tentatively at the moment. He stated that written submissions would need to be provided on behalf of Mr and Mrs Gill on this point.
- 1.6.32 The ExA confirmed that written submissions on this point would be welcomed at the next deadline and then asked Mr. Gill if he had anything further to add. Mr. Gill had no further comments, and the ExA then invited the applicant to respond.
- 1.6.33 *Michelle Moss (Applicant)* explained that the points regarding planning status had not been fully submitted because the applicant had struggled to obtain clarity on what infrastructure was actually in place, whether any planning permission or prior approvals had been sought, or which permitted development rights might have been relied upon. She noted that any submissions received would assist the applicant in clarifying the legal basis for any works.
- 1.6.34 She further referenced Article 25(6) of the **Draft Development Consent Order [EN010162/APP/3.1D]**, explaining that the automatic extinguishment of rights is subject to any prior agreements or commitments by the applicant, or to the applicant giving notice when exercising its rights, and so is not automatic. She indicated that a position could likely be reached whereby the applicant could set out what is permissible within those, so as to exclude it from the automatic operation of Article 25. She stated that this would be considered further once feedback on the proposed corridor plan had been received from Mr. Gill and Drone Defence Services Limited.
- 1.6.35 *Michelle Moss (Applicant)* invited *Jim Ixer (Applicant)* to comment on his understanding of the drone operations and the extent to which they are fixed or need to be fixed in this location, or whether there are other options available.
- 1.6.36 *Mr. Ixer (Applicant)* commented on the positioning of the radar system and associated cabinet. He acknowledged the need for the radar system to detect the drones, but queried why the position must be fixed rather than mobile, and whether alternative siting locations for the drone, the cabinet and the radar had been considered.

1.6.37 *Mr. Gill* was invited to respond to these points immediately or in writing. He indicated that certain details would be better provided in written form.

Anthony Northcote on behalf of Pamela Gladwin and Paul Mitchell

1.6.38 *The ExA* then invited Mr. Anthony Northcote to speak, representing Paul Mitchell and Pamela Gladwin.

1.6.39 *Mr. Northcote (Mr. Mitchell and Mrs. Gladwin)* suggested that his clients had only become aware of the potential issues through the ExA's initial set of questions, as they had been away from the country during the relevant period. He noted that, to date, they had been unable to obtain a copy of the original agreement from the Land Registry, having received various documents that were not the correct one. Consequently, their discussion was based on the information available in the Land and Rights Negotiation Tracker provided by the applicant, which they were assuming to be accurate in the absence of contrary evidence.

1.6.40 He explained that his clients' business, holds a legal interest in a subpart of the overall property and has a similar agreement to that of Mr. Mitchell and Mrs. Gladwin. He provided context on the local area, noting that the land was historically owned by large estates and had been disaggregated over time. The property in question was initially purchased in 1997, prior to Mr. Mitchell and Mrs. Gladwin acquiring it in 2005, and the original private agreement still applies, although his clients were not the original signatories.

1.6.41 Referring to the **Land and Rights Negotiations Tracker [EN010162/APP/4.4C]**, Mr. Northcote (Mr. Mitchell and Mrs. Gladwin) highlighted that the applicant had identified a water supply pipe, which he noted is common in the area, with similar arrangements feeding agricultural troughs, ponds, or properties. He stressed that it was important to understand the precise route and nature of the supply pipe to assess any potential impact from the proposed Development, particularly given that solar PV infrastructure, as acknowledged by the applicant, may be incompatible with underlying services.

1.6.42 He emphasised that there are both formal and informal interactions between his clients' property and surrounding farmland, including drainage arrangements, with potential flooding issues. He noted that a comprehensive utilities plan for the Order Limits, incorporating private utilities, would aid understanding and help clarify the position regarding the water supply pipe and its protection.

1.6.43 He raised concerns that the **Draft Development Consent Order [EN010162/APP/3.1D]** could extinguish or override private rights, highlighting the potential implications if the water supply pipe were damaged or rendered inoperable. He advocated for proactive engagement between the applicant and his clients to clarify the nature and route of the pipe, and to ensure that any existing rights are adequately protected, rather than overridden.

1.6.44 *Mr. Northcote (Mr. Mitchell and Mrs. Gladwin)* acknowledged that while his clients were not requesting the removal of elements of the Development on

- account of the land rights, the existing rights must be properly safeguarded through some form of agreement. He further noted that the land parcels affected are predominantly to the north of the property, with one parcel on the opposite side of the road, and that the direct route of the water supply is likely historically dictated by prior estate arrangements.
- 1.6.45 *The ExA* welcomed any submissions at Deadline 3 related to these points. The ExA then invited the applicant to respond to the points raised.
- 1.6.46 *Michelle Moss (Applicant)* referred to Sheet 22 of the **Land Plans [EN010162/APP/2.2B] [REP1-004]**, which illustrated the area in question.
- 1.6.47 *Mrs. Moss (Applicant)* noted several points for context. She emphasised that the applicant would welcome discussions with the benefit of the plan in order to understand the existing rights, acknowledging that both the applicant and the affected parties might not have complete knowledge of the situation. She highlighted that the approach would be similar to prior discussions in respect of the PV fields, focusing on identifying opportunities to work around the Development with the services in a way that preserved access to the property and protected existing rights, in accordance with the provisions of the **Draft Development Consent Order [EN010162/APP/3.1D]**.
- 1.6.48 Regarding the utilities plan, *Mrs. Moss (Applicant)* noted that standard utility searches conducted by the applicant were unlikely to reveal private interests, such as privately-owned water supply pipes. If private interests are identified, this information can be shared to aid discussions. However, there was a limit to what could be expected from publicly available records, and it is this utility search information which the applicant will be able to submit at Deadline 3.
- 1.6.49 She reiterated the applicant's objective to secure commitments that would protect rights of access and service provision to the property, while ensuring that any required works could proceed in a manner consistent with the provisions of the **Draft Development Consent Order [EN010162/APP/3.1D]**. She concluded by emphasising that the applicant was seeking to facilitate constructive engagement to resolve these matters.
- 1.6.50 *The ExA* then invited Andrew Prowse (Applicant) to assist with clarifying the referencing exercise and to summarise what had been identified to date ahead of any further discussions.
- 1.6.51 *Andrew Prowse (Applicant)* explained that the applicant had located the right referred to within a transfer dated 17 September 1997. In summary, that document granted a right to the free and uninterrupted passage and running of water through a water supply pipe laid, or to be laid, within the perpetuity period under retained land serving the property. The right also included provision for renewal, inspection and maintenance of the pipe. He clarified that the retained land was described as land and premises adjoining or neighbouring the property, now or formerly forming part of the Thoresby Estate, which explained why the right appeared across multiple plots. Mr. Prowse confirmed that the applicant did not currently know the physical location of the pipe. He added that the Applicant held a copy of the transfer and associated rights and was willing to share that documentation.

- 1.6.52 Regarding the concerns about underground private water utilities, *Miss Elena Sarieva (Applicant)* explained that this was addressed within Section 5.3.9.6.3 of the **ES Volume 4, Appendix A5.3: Outline Construction Environmental Management Plan (CEMP) [EN010162/APP/6.4.5.3C]** at paragraphs 122 and 130. **ES Volume 4, Appendix A5.3: Outline CEMP [EN010162/APP/6.4.5.3C]** provides for a watching brief during construction and established a layered methodology for identifying and managing such infrastructure. Prior to construction, the applicant would engage with landowners to obtain available plans in order to microsite works and avoid existing apparatus wherever practicable. Where avoidance was not possible, the approach would be to consider diversion or replacement in consultation with affected parties. *Miss Sarieva (Applicant)* stated that these commitments were intended to provide assurance that private utilities would be appropriately managed during construction.
- 1.6.53 The *ExA* invited Mr Northcote for comments and the applicant to respond. *Mr Northcote (Mr, Mitchell and Mrs. Gladwin)* stated that, while he understood the applicant's reliance on the **ES Volume 4, Appendix A5.3: Outline CEMP [EN010162/APP/6.4.5.3C]** and accepted that it could address construction-phase impacts, it did not resolve the underlying issue of the existing legal rights to replace, repair, and continue using the water supply pipe, which the wording indicated was already in situ.
- 1.6.54 He explained that a central difficulty for both parties was uncertainty over the pipe's precise route, a problem compounded by historic estate arrangements that did not maintain reliable records of buried infrastructure. From his clients' perspective, some form of protective provision was required to ensure those rights could continue on their current basis. He suggested that a side agreement, preventing the relevant development consent provisions from inadvertently extinguishing those rights, could provide a sensible mechanism, notwithstanding the present ambiguity about the pipe's location.
- 1.6.55 He emphasised that his clients were not seeking amendments to the scheme layout in relation to this matter, but rather assurances that their existing rights would be safeguarded so they would not risk losing a domestic water supply. He concluded that the parties needed to identify a pragmatic mechanism to manage the uncertainty while protecting those interests going forward.
- 1.6.56 *Mrs. Moss (Applicant)* responded that the applicant would take the matter away for further consideration and seek to identify an appropriate commitment once it had mapped, as far as reasonably possible, what infrastructure might exist and how it interacts and overlays with the proposed land uses, whether a PV field or land for mitigation. She explained that the applicant can begin to scope out some points that can be turned into a commitment that's binding.
- 1.6.57 The *ExA* acknowledged that position and confirmed it would look forward to receiving updates from both parties at the next deadline.
- 1.6.58 *Mrs. Pamela Gladwin* asked whether there will be a duty of care to Paul Mitchell and Pamela Gladwin that they will get water.

- 1.6.59 *Mrs. Moss (Applicant)* responded that a commitment from the applicant could not be crafted in these terms. The Applicant cannot ensure or guarantee a water supply as this is beyond the applicant's control. There may be all sorts of reasons which could impact upon Mr Mitchell and Miss Gladwin receiving an uninterrupted water supply, related to the water company for example. However, in terms of the exercise the relevant existing rights, the applicant will look to replicate these rights. She confirmed that the applicant would review the scope of the existing rights and consider how it might make equivalent provision.
- 1.6.60 *Mrs. Gladwin* reiterated concerns regarding surface water management, explaining that they had previously raised flooding issues at local meetings and provided video evidence of a near-flooding incident originating from the field opposite their property. She stated that they had received no feedback to date and sought reassurance that the applicant would exercise an appropriate duty of care in managing water on its land so as not to adversely affect neighbouring property, together with clearer engagement on how protection would be secured.
- 1.6.61 *Mrs. Moss (Applicant)* indicated that matters relating to flood risk and water management would be more appropriately considered within the dedicated issue-specific hearing on that topic, rather than as part of the compulsory acquisition hearing.
- 1.6.62 The *ExA* confirmed that flood risk issues would be addressed at the forthcoming issue-specific hearing and that the affected person would have the opportunity to raise those concerns there. The *ExA* further confirmed that written submissions already provided had been read and noted, and that such matters were taken seriously as part of the examination process.
- 1.6.63 **Post-hearing note:** Please see the Applicant's response to Action Point 4 below.

1.7 AGENDA ITEM 3.4: STATUTORY UNDERTAKERS

- 1.7.1 *The ExA* invited the applicant to provide any updates on matters arising in relation to statutory undertakers and compulsory acquisition.
- 1.7.2 *Mrs Moss (Applicant)* responded briefly that the only statutory undertaker which engages compulsory acquisition is NGET (noting the NGET owned land parcels discussed earlier in the hearing over which the applicant is seeking to acquire new rights and restrictive covenants). *Mrs Moss (Applicant)* added that she had no further updates beyond those already reported earlier in the hearing and that the applicant's discussions with other statutory undertakers are concerned with the interactions between the Development and their relevant rights and relevant apparatus.
- 1.7.3 *The ExA* then checked whether any further comments were forthcoming. None were raised, and the hearing moved to a summary of actions arising.

2 THE APPLICANT’S WRITTEN SUBMISSIONS IN RESPONSE TO ACTION POINTS

2.1 List of Action Points From Compulsory Acquisition Hearing 1

2.1.1 Table 2-1 below sets out the list of action points that arose during the hearing and the Applicant’s post-hearing response to them.

Table 2-1 List of Action Points from Compulsory Acquisition Hearing 1 and the Applicant's Post-hearing Responses

Ref	Action Point	Applicant’s Responses
Parts and schedules of the draft DCO		
1.	Mr Gill/Drone Defence Servies (DDS) to provide further detail as to how and why the presence of solar panels in identified fields could affect the drone testing activities being undertaken.	N/A
2.	Applicant to submit into the examination a plan prepared to address Mr Gill/DDS concerns about running cables/services to the property.	The Applicant refers to the plan at Appendix A to this Written Summary Note, which was provided to Mr Gill’s solicitor on 30 January 2026. This seeks to respond to requests made by Mr Gill/DDS in a meeting between the parties on 22 January regarding the effect of the proposed Development on the continued operation of the rights that benefit Lot 4 (Caunton Lodge Farm) in the 1998 Deed of Transfer (“the Rights”). The Rights currently burden the land shown shaded yellow on the Plan, part of which falls within the Order Land, and are exercisable by the owners and occupiers for the time being of Lot 4, which is shown shaded green on the land. The Rights permit Service Installations to be laid to serve Lot 4.

As can be seen from the Plan, a significant area of the land subject to the Rights, including land outside of the Order Limits, will still be available for Services Installations.

The pink hatched corridor on the Plan shows a recommended route for the proposed electrical cable connection that DDS has indicated that it wishes to install to take power from Lot 4 to a recently erected services cabinet and mast situated on land outside of the Order Land. That cabinet and mast, when powered, are intended to serve DDS' business operations.

The grey hatched land, which is proposed in the **Draft Development Consent Order [EN010162/APP/3.1D]** for Works Area No.3 (Mitigation/Enhancement), is an area where Services Installations will generally be permitted. However, Services Installations will not generally be permissible within the blue cross hatched land proposed for Works Area No.1 (Solar PV).

Prior approval of the Applicant would be required before the installation of Services Installations, including to the proposed route. A 10 metre stand off from tree stems and hedge systems would be required to protect their roots. The requesting party would be responsible for seeking all necessary consents, including planning permission for the works before they commence. The Applicant would also need to approve the proposals for the carrying out of the works, and for the reinstatement of the land on a like for like basis at the cost of the requesting party, including the reinstatement of any land, fencing and planting that is damaged and/or has to be removed in installing the services.

The Applicant has not to date received any feedback from Mr Gill/DDS on the Plan to be able to reach agreement with them. As noted by the Applicant at CAH1, Article 25 (Private Rights) of the **Draft Development Consent Order [EN010162/APP/3.1D]** contains a mechanism at Article 25(6) to limit the

		<p>operation of that article in certain circumstances, such as where agreement has been reached. The Applicant remains willing to engage with Mr Gill/DDS once a response is received. Any such agreement would need to have regard to the reasonable requirements of both the Applicant and the landowner whose land is burdened by the Rights.</p> <p>The Applicant has also made an amendment to Article 25 (Private Rights) of the Draft Development Consent Order [EN010162/APP/3.1D] to make it clear that private rights over land subject to full acquisition powers (i.e. pink land on the Land Plans) are only extinguished when land is acquired compulsorily or by agreement insofar as the continuance of the private rights would be inconsistent with the exercise of powers of compulsory acquisition.</p>
3.	Mr Gill/DDS to provide a response to the applicant's statements regarding the status of rights relating to this property and also the operation of DDS.	N/A
4.	Applicant will work with Mr Mitchell/Mrs Gladwin to address the concerns expressed regarding the water supply to their property.	<p>The Applicant shared a copy of a Transfer dated September 1997 with Mr Mitchell/Mrs Gladwin by email on 3 February 2026 after the CAH1. This deed grants rights for the benefit of Mainwood Farm for:</p> <p><i>“the free and uninterrupted passage and running of water through the water supply pipe laid or to be laid within the Perpetuity Period under the Retained Land and serving the Property” (“the Rights”).</i></p> <p>The plan at Appendix B to this Written Summary Note shows the land edged in green over which the Rights may be exercised, part of which falls within Order Limits. The property which benefits from the Rights is shown shaded magenta. That part of the property owned by PM&G Limited also benefits from the Rights.</p>

Neither the Applicant nor Mr Mitchell/Mrs Gladwin have identified whether an existing pipe serves the property or if so where that might be. If there is an existing pipe it is possible that this connects to the Severn Trent water asset shown blue on the plan that runs through the adopted highway. If so, their property directly abuts the highway and any such existing connection to the Severn Trent water asset from Mainwood Farm will be unaffected by the works. Similarly, any future connection from the property to the Severn Trent pipe will be unaffected by the works, and the right to make that connection will not be affected by the powers in the **Draft Development Consent Order [EN010162/APP/3.1D]** (Article 25 Private Rights).

If there is an existing pipe elsewhere within the Order Limits, the Applicant has given commitments to protect and/or divert existing water infrastructure in paragraph A5.3.9.6.3 of the **ES Volume 4, Appendix A5.3: Outline Construction Environmental Management Plan (CEMP) [EN010162/APP/6.4.5.3C]**. This commitment is binding on the Applicant and is secured by requirement 12 of Schedule 2 to the **Draft Development Consent Order [EN010162/APP/3.1D]**.

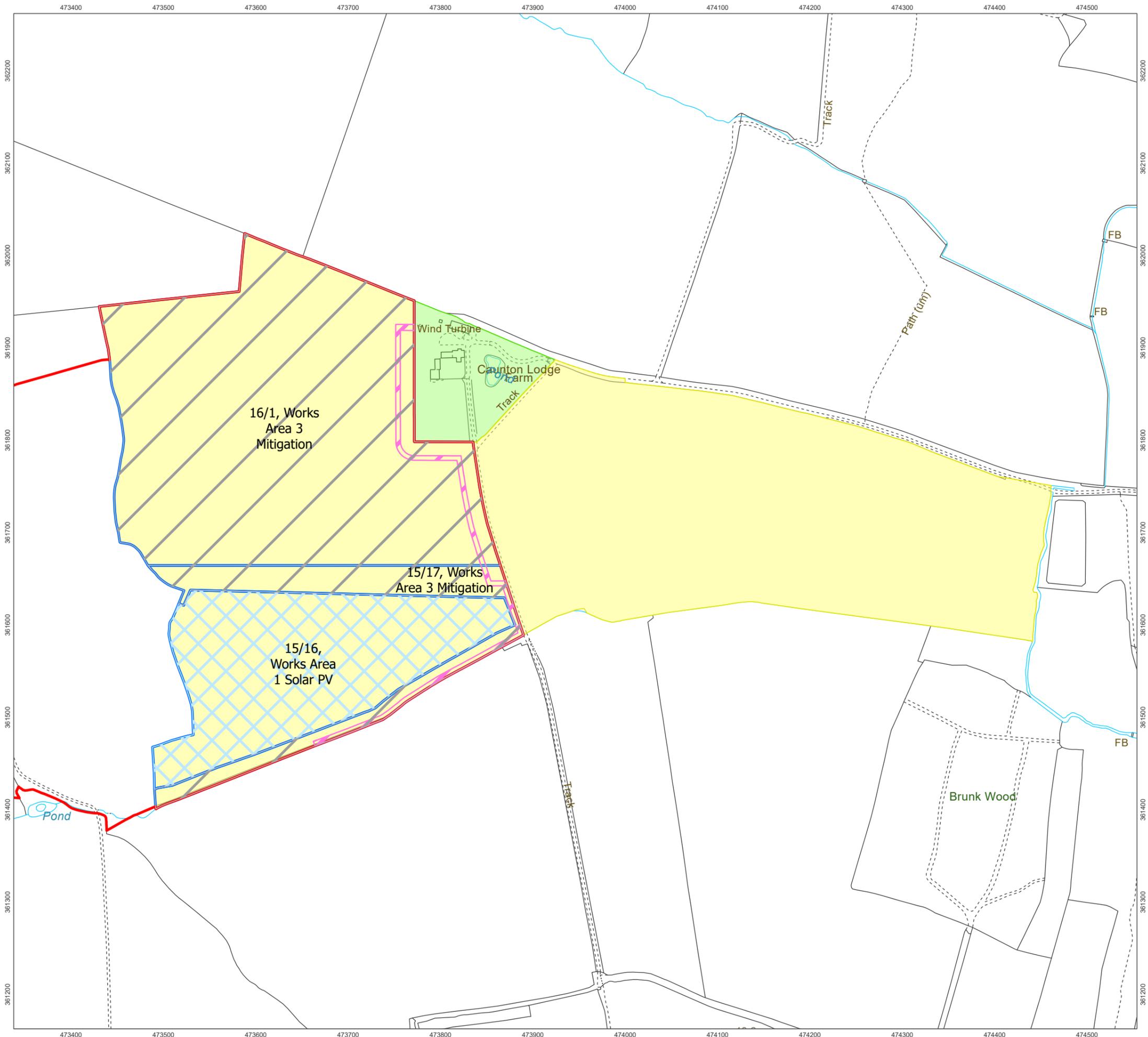
If the owners of Mainwood Farm need to lay a water pipe across land which is shown blue on the Plan for work no 2 (cable) or the land shown hatched pink and/or cross hatched pink (work 2 cable and work 3 mitigation), this will still be possible subject to the prior approval of the Applicant to the proposed works and route and provided that there is an appropriate stand off from the Applicant's buried electrical cable.

However, it is unlikely to be possible to route a water pipe through the land shaded pink which is required for work no 1 (solar PV).

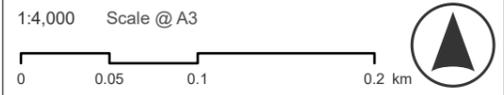
The Applicant shared the Plan and the explanation of it with Mr Mitchell/Mrs Gladwin by e-mail dated 13 February 2026 and welcomes feedback from them as to whether this alleviates their concerns about the continued ability to exercise the Rights.

The Applicant has also made an amendment to Article 25 (Private Rights) of the **Draft Development Consent Order [EN010162/APP/3.1D]** to make it clear that private rights over land are not automatically extinguished and can instead continue to be exercised provided that there is no incompatibility with the proposed Development.

APPENDIX A DRONE DEFENCE CORRIDOR PLAN



- Order Limits
- DCO Plots
- NT329682
- NT332979
- Public Rights of Way
- Indicative recommended services corridor
- Services not generally permitted
- Services generally permitted



Ref: J0080206-26-03 Date: 13/02/2026

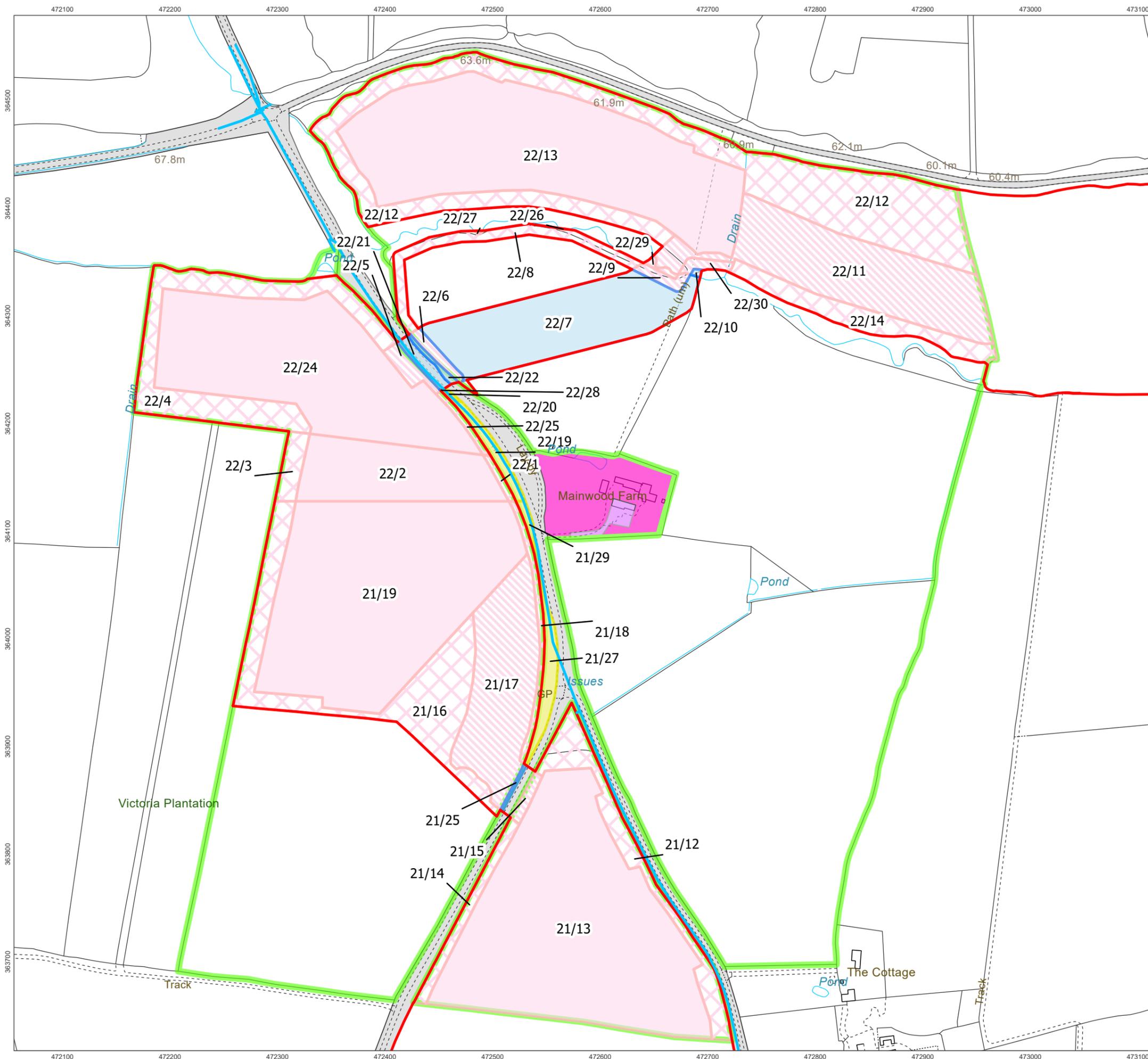
**Appendix A to the
Applicant's CAH1 Written Note
[Response to Mr Gill/DDS]**

**GREAT NORTH ROAD SOLAR AND
BIODIVERSITY PARK**

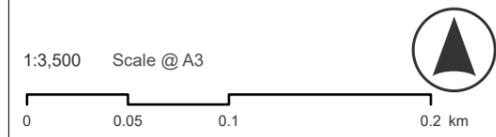
**This plan is being used in the
Applicant's Response to CAH1
Action Point 2**



APPENDIX B GLADWIN PLAN



- Order Limits
- Permanent Acquisition, Works Area 1 Solar PV
- Permanent Acquisition, Works Area 2 Cable
- Permanent Acquisition, Works Area 3 Mitigation
- Acquisition of Rights, Works Area 2 Cable
- No Compulsory Acquisition, Works Area 8 Access
- NT324319 - Paul Mitchell & Pamela Gladwin
- NT406849 - PM&G Limited
- NT425987 - Gregor Matheson Pierpont
- Public Adopted Highway
- Severn Trent Water Asset



Ref: J0080206-26-02 Date: 13/02/2026

**Appendix B to the
Applicant's CAH1 Written Note
[Response to Mr Mitchell/Mrs Gladwin]**

**GREAT NORTH ROAD SOLAR AND
BIODIVERSITY PARK**

**This plan is being used in the
Applicant's Response to CAH1
Action Point 4**