WRITTEN SUMMARY OF ORAL REPRESENTATIONS

Lime Down Solar Park DCO — Compulsory Acquisition Hearing 1 (CAH1), 30 June 2026

Submitted by: KMT Farming & Consultancy Limited ([redacted])

On behalf of: Mr John Eavis and Mrs Rosemarie Eavis, Manor Farm, [redacted]

Plots: 05-043 and 06-001 to 06-006 | Refs: [redacted]

1. Introduction and position

This document summarises the oral representations made on behalf of Mr and Mrs Eavis at the Compulsory Acquisition Hearing on 30 June 2026. It should be read alongside the Deadline 3 written representations.

Mr and Mrs Eavis are the owners of Manor Farm, Corston — a 415-acre arable and sheep farm near Malmesbury. They object to the compulsory acquisition and temporary possession powers sought over their land. Their position is that those powers are disproportionate, inadequately justified, and that the true impact on the farm business has not been properly assessed or presented to the Examination.

2. Scale of impact

Directly within the Order Limits: approximately 69 acres — ~30 acres north of the A429 in plot 05-043 (Works 5B and 8A) and ~39 acres south of the A429 in plots 06-003 to 06-006 (Works 5B and 8B). This represents approximately 17% of the farm.

Severed land outside the Order Limits but directly affected: approximately 41 acres — ~13 acres north of the A429 and ~28 acres south — cut off and unmanageable throughout construction and the operational period.

In total, approximately 110 acres — over a quarter of Manor Farm — will be directly affected or severed. This figure has not been adequately presented in the Applicant's CA case. Proportionality cannot be assessed on an incomplete account of the impact.

The Examining Authority noted at the hearing that the five-year window for exercising compulsory acquisition powers affects the Owners' investment decisions. The Owners submit that this immediate effect on the farm business — arising from the moment of grant, before any notice is served — must be fully weighed in the CA justification assessment.

3. The breadth of rights — Works 5B and 8A (north — plot 05-043) and Works 5B and 8B (south — plots 06-003 to 06-006)

The Owners submit that in practice they are not being asked for a cable easement and a temporary access track. They are being asked to provide rights sufficient to construct, operate and decommission a large industrial development — the Lime Down Solar Farm — across a significant part of their farm.

Work 5B — cable works and construction rights (north and south)

Work 5B applies to plot 05-043 (north of the A429) and to plots 06-003 to 06-006 (south of the A429), authorising the installation of cables up to 132kV across all affected plots. It is not, however, simply a cable-laying right. Work 5B is the primary source of concern because it expressly authorises, in addition to the cable itself, the full suite of construction and decommissioning laydown area infrastructure set out below. These rights are exercisable at any time throughout the project life — including for operational maintenance and at decommissioning — and are not limited to the initial construction phase.

- Areas of hardstanding, compacted ground or track matting;
- Car parking and material storage;
- Site and welfare offices and workshops;
- Security infrastructure — cameras, perimeter fencing and lighting;
- Site drainage and waste management infrastructure including sewerage;
- Electricity, water, wastewater and telecommunications connections.

This is the critical point on Work 5B. These laydown and compound rights are described in the DCO as "temporary construction and decommissioning" rights. The Owners draw the Examining Authority's attention to a fundamental distinction that the Applicant has not addressed: even if the physical works carried out under those rights are temporary in nature and the equipment is removed after construction, the rights themselves are permanent and exercisable at any time throughout the 60-year project life. They may be required for operational maintenance, for replacement activities, or for decommissioning at an undefined point in the future. Their existence as easements — not merely their active exercise — constitutes an immediate and lasting burden on the farm from the date of grant.

Work 8A (north — plot 05-043) and Work 8B (south — plots 06-003 to 06-006) — access and road works

Work 8A (plot 05-043, north of A429) authorises works to facilitate permanent access to Work Nos. 1 to 6 and 9 to 10, including creation of accesses, visibility splays, highway alterations, and works in connection with the movement of abnormal indivisible loads.

Work 8B (plots 06-003 to 06-006, south of A429) authorises the same suite of access and highway works, including permanent road construction. Miss Broderick confirmed at the hearing that Work 8B provides the access route for the movement of solar panels to the eastern site and for replacement activities during the operational period — specifically to avoid routing traffic through the nearby village.

This confirmation is significant. Work 8B was described in the Applicant's case as access infrastructure. Its confirmed purpose — serving the whole solar development throughout operation — demonstrates that the rights over Manor Farm go well beyond what would be required for a cable easement alone. The Owners repeat their submission that these rights, taken together with Work 5B, are more appropriately characterised as rights to construct, operate and decommission a large industrial development across a working farm.

4. The three questions and the answers received

1. **Are all of the rights sought in plots 05-043 and 06-003 to 06-006 necessary?** The Applicant's response confirmed that Work 8B serves the whole solar development, not only cables. This is inconsistent with the characterisation of the impact as a narrow cable easement and raises a proportionality question the Applicant has not resolved.
2. **What is the duration of the rights and at what stages will they be utilised?** The Applicant confirmed that the permanent road (Work 8B) will be used during the operational period for panel replacement and maintenance. The five-year CA exercise window was confirmed. However, the question of whether Works 5B and 8A (north) and Works 5B and 8B (south) rights over Manor Farm persist for the full project life — and in what form — was not clearly answered.
3. **What is the total anticipated project life?** 60 years was confirmed. The Owners note that permanent easement rights over a working farm for up to 60 years have not been reflected in the Applicant's assessment of impact on the farm business.

5. DCO provisions on proportionality — the Examining Authority's request

The Examining Authority asked Miss Broderick to signpost where in the DCO documentation the "checks and balances" on the exercise of these powers are located — that is, the specific provisions that ensure the rights are exercised proportionately and do not impose a greater burden than necessary.

The Owners align themselves with that request. It was not addressed in the Applicant's post-hearing action points and remains outstanding. The Owners respectfully ask the Examining Authority to confirm that this question has been formally noted as an action for the Applicant and to require a written response identifying:

- The specific DCO articles, schedules or conditions that limit or qualify the exercise of Works 5B and 8A rights over plot 05-043 and Works 5B and 8B rights over plots 06-003 to 06-006;
- How those provisions ensure that the compound, laydown, and access rights under Work 5B are not exercised beyond what is genuinely necessary during the operational period;
- Whether any management plan or outline document contains enforceable commitments specific to Manor Farm that control the manner and timing of exercise of these rights.

Until those provisions are identified, the Owners' position is that the assurance given at the hearing — that "checks and balances" exist — is not sufficient. Assurances given orally at a hearing are not a substitute for enforceable DCO provisions, and the Owners and the Examining Authority are entitled to know precisely where those provisions are.

6. Engagement, impact on the farm business, and wider concerns

The Owners have engaged constructively throughout. Despite that, they have not received a coherent and consistent account of what is genuinely required from this landholding. The breadth of rights sought in the DCO and what has been communicated in voluntary discussions remain irreconcilable. That inconsistency is not a peripheral concern — it goes to the heart of whether the engagement obligation has been met and whether the impact on the farm business has been properly assessed.

Impact on the farming business. The general principles of running a farming business will be severely impacted by the existence of these rights. The following illustrates the breadth of that impact, but is not exhaustive:

- Agri-environment schemes. The farm is in Countryside Stewardship and the Sustainable Farming Incentive. Physical interference with the affected land triggers clawback and penalty provisions under those schemes. That risk arises from the moment works begin and cannot be planned around without clarity on programme and phasing — clarity the Applicant has not provided.
- Operational and investment decisions. The existence of permanent compulsory rights over a quarter of the farm makes rational capital investment decisions impossible. Drainage improvements, farm infrastructure, machinery investments, and building works on or near the affected land cannot sensibly be committed to whilst the extent, timing, and duration of the Applicant's rights remain undefined. The farm is effectively placed in a state of enforced uncertainty from the date of DCO grant.
- Long-term environmental and commercial proposals. Any medium or long-term proposals for the farm — carbon offsetting schemes, nutrient neutrality credits, biodiversity net gain delivery, or other diversification, development or environmental enhancement projects — would require certainty of land use and security of tenure over the affected area for the duration of those commitments. The existence of permanent compulsory rights that may be exercised at any time makes those proposals impossible to progress, finance, or deliver. These are not marginal opportunities — they represent the emerging commercial and environmental future of farm businesses of this type, and their loss is a direct and material consequence of the rights sought.
- Succession and financing. Succession planning and any financing secured against the affected land are immediately complicated by the existence of permanent, at-any-time compulsory powers on title. These are not future concerns — they arise from the date of grant.

None of these impacts has been assessed or addressed in the Applicant's CA case. The Examining Authority's own question at the hearing invited evidence of this nature. The Owners submit that the impact on the farm business must be assessed on a whole-farm basis, across the full 110-acre affected area, and on the basis of what the rights actually authorise — not what the Applicant says it expects to need in practice.

The Examining Authority observed that affected persons who defer engagement may lose the opportunity to secure site-specific protections in management plans. The Owners acknowledge that observation and remain willing to engage. However, meaningful engagement requires the

Applicant to provide a coherent and consistent account of what it genuinely requires from Manor Farm — which requires, as a first step, resolution of the Work 5B rights duration question and the signposting exercise the ExA requested.

7. Why the CA case has not been made

The three legal tests under section 122 of the Planning Act 2008 have not been satisfied in respect of Manor Farm. The position is this:

Either the land and rights sought are disproportionate to what this scheme genuinely requires from this landholding — in which case the Order Limits should be redrawn and the rights refined to reflect the true minimum necessary.

Or the rights accurately reflect what constructing, operating and decommissioning this development will demand — in which case the full scale of that impact on Manor Farm, including the permanent burden created by the existence of these easements over 60 years or more, has not been adequately assessed or presented to this Examination.

On either analysis, the CA case fails. The Applicant cannot characterise the impact as a narrow cable easement whilst simultaneously confirming that the permanent road (Work 8B) serves the whole solar development, and that compound and laydown rights under Work 5B are exercisable at any time for the full project life.

Engagement. The Owners also draw the Examining Authority's attention to a concern about the overall approach to engagement. The Applicant is obliged to demonstrate it has taken all reasonable steps to acquire land and rights by agreement. The Owners have engaged throughout and the exchanges are documented. However, engagement that proceeds on the basis of a materially different picture of the requirement — suggesting something of far lower impact than the DCO actually authorises — cannot satisfy that obligation. The Owners are concerned that the Applicant may, whether inadvertently or otherwise, be relying on the significant weight attached to solar energy as critical national infrastructure to avoid the scrutiny that the breadth of these rights properly demands. Describing what amounts to the full construction, operation and decommissioning rights for a large industrial development as a cable easement and temporary access track, and engaging with landowners on that basis, does not constitute genuine engagement with the true scope of the CA powers being sought. The Examining Authority should require the Applicant to confirm that its engagement with landowners on the cable route has been conducted on the basis of the full extent of the rights in the DCO — not a reduced or partial account of them.

The Owners ask the Examining Authority to require the Applicant to:

1. Confirm whether Works 5B and 8A (plot 05-043) and Works 5B and 8B (plots 06-003 to 06-006) rights over Manor Farm persist for the full 60-year project life, and to provide a plot-by-plot breakdown of which rights are exercisable at each stage — construction, operation and decommissioning.
2. Identify the specific DCO provisions that constitute the "checks and balances" on the exercise of these rights — in direct response to the Examining Authority's request at CAH1, which was not captured in the post-hearing action points.

3. Confirm that its engagement with landowners on the cable route has been conducted based on the full extent of the rights in the DCO, not a partial or reduced account of them, and to confirm that all affected landowners have been shown the full rights schedule under Work 5B.
4. Assess the impact on Manor Farm based on the full 110-acre affected area — including the 41 acres of severed land — and address the full range of farm business impacts set out in section 6 above.
5. Not accept the CA case as made out in respect of plots 05-043 and 06-001 to 06-006 until the above matters are resolved.