

RESPONSE TO ExQ2 CA2.5

Lime Down Solar Park DCO — Deadline 5

Date: August 2026

Submitted by: KMT Farming & Consultancy Limited [REDACTED]

On behalf of: Mr John Eavis and Mrs Rosemarie Eavis, [REDACTED]

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

1. Context

This response addresses ExQ2 CA2.5. The Owners do not repeat the substance of previous submissions but address the current position and the matters that remain unresolved since CAH1 on 30 June 2026.

2. Position since CAH1

Following CAH1, the Owners' agent engaged directly with the Applicant's agents on the outstanding issues in the voluntary negotiations. A detailed schedule of specific points was provided in writing, covering the principal areas of disagreement on the terms being offered and the basis on which the impact on the farm had been assessed.

To date, no substantive response has been received. The Owners have followed up and are awaiting a reply. The voluntary negotiations are not progressing.

The Owners draw this to the Examining Authority's attention because it is directly relevant to ExQ2 CA2.4. The question is not whether contact has taken place — it has, and that is documented. The question is whether the Applicant is genuinely seeking to reach voluntary agreement on terms that properly reflect what is being sought and its true impact on the farm business. On that question, the evidence since CAH1 points only in one direction.

3. The principles in issue

The Owners' position rests on three connected principles, each of which goes to the heart of the ExQ2 CA2.4 question.

The rights being sought must be the minimum necessary.

This remains confused as the Applicant is both requesting rights in addition to those sought in the DCO, and also suggesting there may be some limits and revisions to rights set out in the DCO.

Engagement must be conducted on the basis of the full extent of the rights sought.

The voluntary agreements refer to specific areas of the DCO and do not stand alone as contractual documents.

The assessment of loss must reflect the true impact.

Very little engagement has taken place on the commercial or compensatory elements of a voluntary agreement as the scope of the rights required cannot be established clearly.

4. Summary of unresolved position

The Owners' unresolved position in respect of plots 05-043 and 06-001 to 06-006 can be stated concisely:

1. **The rights are disproportionate.** The Order Limits and the rights sought have not been demonstrated to be the minimum necessary for this specific landholding.
2. **The full impact has not been assessed or engaged on.** The true affected area — approximately 110 acres including severed land outside the Order Limits — and the full consequences for the farm business over a 60-year project life have not been properly assessed or reflected in the voluntary negotiations.
3. **The engagement obligation has not been met.** Voluntary negotiations have not been conducted on the basis of a clearly defined extent of rights sought and it is impossible to consider Compensation Code-based assessment of impact.
4. **The CA case has not been made out.** On any analysis the position remains extremely confused — the rights in DCO are disproportionate, or they accurately reflect the requirement and the full impact has not been assessed — the compelling case test for this landholding is not satisfied.

5. Request for a second compulsory acquisition hearing

The Owners submit that a second compulsory acquisition hearing would assist the Examination. The purpose would not be to repeat previous submissions but to allow the Examining Authority to assess directly whether genuine progress has been made since CAH1 — specifically:

- Whether the Applicant has provided substantive responses to the issues raised by affected persons since CAH1;
- Whether voluntary negotiations are being conducted appropriately and meaningfully;
- Whether a proper assessment of the impact on affected farm businesses has been, or can be, conducted; and
- Whether the Applicant can answer the questions asked at CAH1.

A second hearing would provide the Examining Authority with an appropriate mechanism to gauge whether the Applicant's approach to voluntary negotiations meets the standard required by the guidance — or whether the gap between the DCO position and the voluntary discussions identified at CAH1 persists.

6. Conclusion

The Owners remain willing to engage constructively and to reach voluntary agreement on appropriate terms. They are not seeking to obstruct the examination. They are asking for what the guidance and the law require: engagement on the full picture, terms that reflect the genuine impact, and rights that are the minimum necessary.

On the evidence available at this deadline, the Applicant has not demonstrated that it has met those requirements in respect of Manor Farm. The Owners ask the Examining Authority to take that into account in its assessment of the CA justification case for these plots, and to consider whether a second compulsory acquisition hearing would assist.