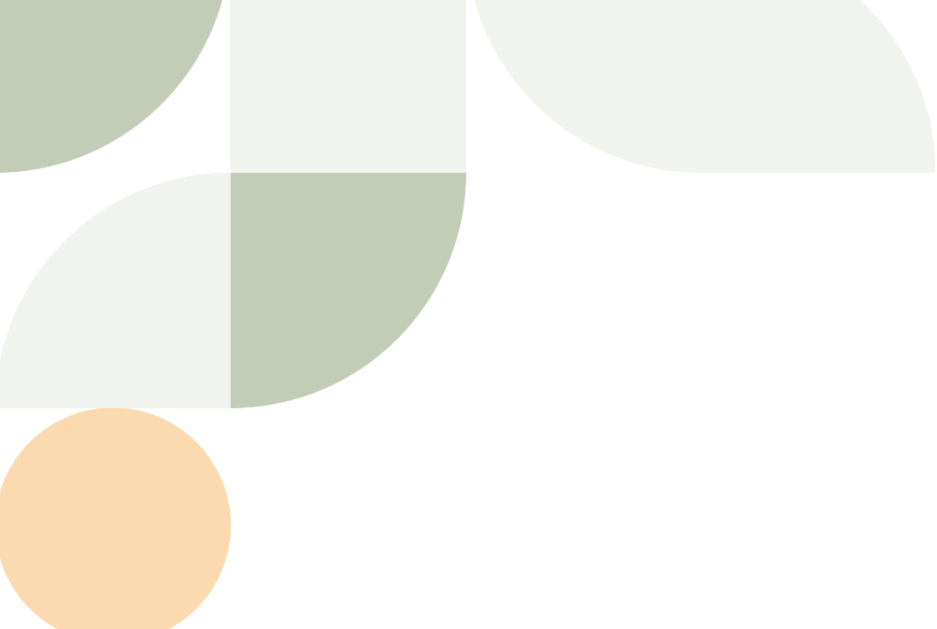




Lime Down

Solar Park

Written Summary of the Applicant's Oral Submissions and Responses at Compulsory Acquisition Hearing 2 and Responses to Action Points

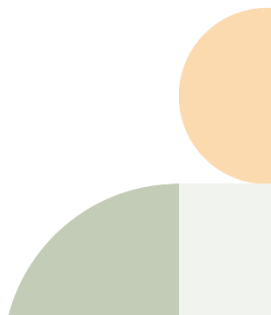
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1 Summary of Oral Submissions at Compulsory Acquisition Hearing 2

Agenda item	Comment
1. Welcome, housekeeping, purpose of the hearing, participant introductions	The ExA introduced the hearing and made some preliminary remarks. The purpose of the hearing is to address matters raised by the ExA following its consideration of the application documents in respect of matters relating to compulsory acquisition (CA) and temporary possession (TP). The following parties introduced themselves during Compulsory Acquisition Hearing (CAH) 2: The Applicant • Claire Brodrick, Partner at Pinsent Masons LLP (solicitors for the Applicant) • Will Threlfall, Senior Project Development Manager, Island Green Power (project lead for Lime Down Solar Park) • Robert Jones, Associate Director at Dalcour Maclaren • Bea Hawker, Senior Surveyor at Dalcour Maclaren • William Barrett, Technical Director, Environment at AECOM Wiltshire Council • Isabella Buono, Barrister at Landmark Chambers (Counsel for Wiltshire Council) Affected Persons (APs)

Agenda item	Comment
	• Richard Fearnall, representing John Eavis and Rosemary Eavis, for KMT Farming and Consultancy • John Baillie • Bridget Gregory • Bernard Lee, representing Grenergy Renewables • Julie Russell, Solicitor at Gowling WLG (solicitors for National Highways) • Chris Waltho, representing Angus Methuen-Campbell
2. Change request	The ExA invited the Applicant to explain the extent, purpose and type of rights sought over the additional land, plot 04-036, and the status of negotiations with the additional APs. Ms Brodrick, on behalf of the Applicant, provided a brief overview of the Applicant's Change Request comprising a small extension to the Order Limits in order to facilitate emergency access for the BESS. This was in relation to Access 21 referred to in the Outline Construction Traffic Management Plan (oCTMP) [REP6-041] at Lime Down D. Ms Brodrick set out that, in order to facilitate this access, the extent of the Order Limits was increased. Plot 04-036, which comprised part of the public highway, was increased from 83 square metres to 525 square metres, an increase of 442 square metres. Ms Brodrick clarified that the rights being sought were the same, but just over a larger section of the public highway in order to facilitate that access. In terms of discussions with landowners, Ms Brodrick explained that the Applicant already had an agreement with the owner of the adjacent land at plot 04-039 and, to the extent that works were required to the highway to facilitate that access, that was being agreed with Wiltshire Council via the other mechanisms in the DCO, including the discharge of Requirements relating to highway access and the Protective Provisions that applied to works to the highway.

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	Ms Brodrick further explained that, as far as the Applicant was concerned, there were no additional voluntary agreements required as a result of the change application, but the Order Limits did need an extension in this location due to that increase in access width. The ExA sought clarification of the position from Wiltshire Council. Ms Buono, on behalf of Wiltshire Council, confirmed that this was the position and that Wiltshire Council was identified only in respect of this plot as the local highway authority, so it was satisfied that there was no issue in relation to any freehold or subsoil ownership from the Council's perspective. Ms Buono further explained that the Council was interested only as a local highway authority in respect of the public highway, bridge and verge, and any exercise of order powers over this plot would be subject to the agreed local highway authority Protective Provisions.
3. Site specific representations by APs	The ExA sought site specific representations from the AP's and invited Mr Fearnall, representing John Eavis and Rosemary Eavis, for KMT Farming and Consultancy to speak. The ExA summarised Mr Fearnall's position at CAH1 to be that the right sought across Mr and Mrs Eavis' land was excessively wide and specifically queried whether all the rights over plots 05-043 and 06-001 to 06-006, which provide construction access for Lime Down E, were necessary. The ExA summarised the Applicant's position from CAH1 to be that it was seeking permanent access rights across the land because it was preferable to repeatedly constructing and removing a track over the lifetime of the Scheme. The ExA noted that its understanding from ISH6 from the Applicant, when discussing the proposed works at Rodbourne, was that a permanent access track across the land was no longer being pursued. The ExA sought clarity on that but also asked for the latest summary of discussions and negotiations with the Applicant.

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	In response to comments made by Mr Fearnall relating to the status of the access track, and noting conversations in other hearings, Ms Brodrick, on behalf of the Applicant, explained that the intention was for an access track to be put through the land to facilitate the construction of the solar panels and to bring in the transformer for the substation. She further explained that the original intention was to keep that access track in situ so that, if replacement activities were required or in the event of a transformer failure, which was considered highly unlikely, that access track could be utilised. Following discussions with the landowner and taking into account the landowner's preference for the physical access track not to remain there when it was not being used, Ms Brodrick explained that the Applicant had agreed to remove the physical access track and that these activities were being factored into the construction traffic movements and incorporated as part of the update to the figures. She further explained that a permanent property right was still required because the Applicant needed to be able to carry out those maintenance works. However, the Applicant had agreed that it would physically remove the access track after it had finished using it and, in the event that replacement activities took place, would reinstate that access track if needed. In relation to the format of any further access track, Ms Brodrick explained that this would depend on the nature of the activities, the type of vehicles, the status of the ground and other matters, and could comprise another aggregate track or another appropriate engineering solution in the future. She explained that, when it came to decommissioning the site, a form of access would again be physically placed to ensure that the access could be utilised. The actual access point from the highway would remain in situ during operation but would be gated, and only the landowners and the Applicant would have access to that gate, to ensure the security of the landholding. Ms Brodrick explained that this formed part of discussions with the landowner, taking into account their preference that they did not have a use for the proposed access track as part of their farming

Agenda item	Comment
	operations and would prefer its removal. Ms Brodrick clarified that, because the ability to access the land was required throughout the lifetime of the Scheme, the Applicant still considered that it was appropriate and justified to seek a permanent easement right of access over that land and that this could not be achieved by way of TP powers. In relation to the CA tests, Ms Brodrick explained that the Applicant did not accept that the tests had not been satisfied and that, in the absence of agreement, the Applicant required both access and cabling rights across the land. She further explained that there were a number of factors that would determine the exact route of the cabling and the access in that location and that, whilst it was possible to discuss possible refinements through voluntary agreements, in the absence of a voluntary agreement the Applicant still required flexibility in relation to those elements of the Scheme. Ms Brodrick referred to Mr Fearnall's comments regarding agreement being some way off and explained that the Applicant was unable to reduce the extent of the compulsory acquisition powers being sought in this location. With reference to Mr Fearnall's comments on the Funding Statement [REP5-016], Ms Brodrick stated that the Applicant had answered a number of written questions in relation to the Funding Statement and how the Applicant proposes to fund the project. The Applicant remained confident that funding would be available for the Scheme and was therefore able to satisfy the Secretary of State in determining both the availability of funds to build the Scheme and to pay the compensation liability. She added that Island Green Power (IGP) is currently in the process of building out the West Burton Solar Project and is obtaining funding. Mr Jones, on behalf of the Applicant, provided an update on discussions that have taken place. Mr Jones noted Mr Fearnall's point regarding the time taken to get to the current position and clarified that in October 2025 KMT Farming and Consultancy were broadly happy with the Heads of Terms and

Agenda item	Comment
	in a position to recommend them to their client. Mr Fearnall became involved with the Scheme when he joined KMT Farming and Consultancy in March 2026 and at that point negotiations started again. Mr Jones reiterated that active negotiations with Mr Fearnall had only been ongoing for six months. Mr Jones further explained that the progress referred to since CAH1 had been good and Mr Fearnall had all the information he required to complete his own detailed assessment of the rights that are being sought and the wider implications to the farming business. The Applicant was awaiting a response from Mr Fearnall in respect of that and was committed to progressing Heads of Terms negotiations and ultimately agreement with Mr and Mrs Eavis. In relation to the wider implications to the farming business, Mr Jones explained that discussions had been ongoing. He further explained that the Applicant had not received anything in relation to those wider implications, but the Applicant had been clear on the need to discuss more logistical and practical points such as crossing points and fencing specifications to mitigate any losses to Mr and Mrs Eavis. In response to comments by Mr Fearnall in respect of the removal of the access track post construction, Ms Brodrick explained that the Applicant was in the process of updating the relevant management plans and could look into adding a specific commitment, either the CTMP or Construction Environmental Management Plan (CEMP). She confirmed that the Applicant would look at which was the most appropriate place to put it in terms of confirming the removal at the end of construction of that particular access. The ExA stated that if that commitment was captured it would be beneficial for Mr Fearnall, when the documents were submitted at Deadline 7, to be alerted to the relevant documents and also if the commitment was captured in the Mitigation Route Map [REP5-102].

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	Post Hearing Note: The Applicant has added a commitment to the Outline CEMP [EN010168/APP/7.12] (Revision 8) and Outline CTMP [EN010168/APP/7.22] (Revision 7) to remove the access track following construction. A meeting is being arranged with Mr Fearnall and Mr and Mrs Eavis to explain the drafting insertions and when the documents would be available on the Planning Inspectorate website. The ExA raised questions regarding the flexibility of the Scheme and the scale between D and E of the hatched cable route. The ExA sought clarification as to why there was not more refinement of the section between D and E which affects Mr and Mrs Eavis and Mr Baillie and invited a response to the concerns from the Applicant. In response to comments made by Mr Baillie, Ms Brodrick explained that the Applicant appreciated the scale and nature of these nationally significant infrastructure projects could be concerning to landowners. She added that the Applicant had tried to explain what was happening to Mr Baillie and his agent in meetings. Ms Brodrick explained that flexibility was required in respect of Mr Baillie's land as the Applicant required both interconnecting cables and also access for construction. The width of the trench for the interconnecting cables was larger than that for the cable route corridor because there could be multiple cable trenches, hence a wider area being required. She explained that there were a number of different types of accesses, being HGV access and that for Abnormal Indivisible Loads (AILs), so the width of the access needed to be taken into account as well. It was also necessary to allow for flexibility as to timings of the work taking into account when access was needed and when the cabling works were being undertaken. It was discussed previously the hearing that the Applicant was trying to agree particular routings with the Eavis' and this was linked to where the Applicant would then enter Mr Baillie's land. Ms Brodrick noted that there was a degree of interaction or dependency between one

Agenda item	Comment
	and the other. The Applicant needed to consider the preferences of both landowners and was therefore trying to balance those differing views. The ExA asked if the parties were discussing between themselves. The Applicant notes that Mr Baillie confirmed that the agents were in discussions. In response to comments made by Mr Baillie regarding the cabling, Ms Brodrick explained that none of the information had changed since the submission of the DCO Application and this was not new information but noted that further explanation outside of the hearing might be helpful. Ms Brodrick then explained that these were interconnecting cables between the sites rather than the 400 kV cable going from Lime Down D to Melksham. This was the reason for the difference in width. Ms Brodrick explained that conversations have been had with both the Eavis' and Mr Baillie in terms of trying to reduce the area required as part of the voluntary negotiations. In relation to the communications cable, all high voltage electricity cables had an associated communications cable which was required to monitor the performance of the cable. The Applicant required a new construction access instead of using the existing access road as that was not suitable for construction access. Ms Brodrick explained that Mr Jones could provide more detail. In reference to Mr Baillie's concerns in relation to lack of engagement, Mr Jones confirmed that the Applicant had provided a response to Mr Baillie's agent two days following their meeting. He added that this information would be discussed directly with Mr Baillie.

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	The ExA raised a further question regarding the interconnecting cables and the communications cable being put in the same trench or different trenches. Mr Threlfall, on behalf of the Applicant, explained that there was quite a lot of electrical design optioneering in this location in particular and understood frustrations regarding flexibility. He explained the main difference between this land and the main cable route corridor to Melksham 400kV Substation. The main cable route corridor would comprise a single circuit 400 kV cable in most locations, except for where there were more complex installation techniques, this meant a 1.7 metre trench was required and there were very few variables. In the area relating to land belonging to the Eavis' and Mr Baillie, the Applicant needs the flexibility to have a 132 kV substation in Lime Down E so that the power could be transferred to the Lime Down D substation at 132kV. Alternatively, if a 132kV substation was not required in Lime Down E, up to three 33kV cables could be used instead to connection to the substation in Lime Down D. To provide this flexibility, the trench which could be 1 <u>to</u> 7 metres. This was distinct from the 1.7m width of the trench for the main 400kV cable. Mr Threlfall clarified that generally, the longer distance, the higher voltage cable would be needed and in this location, the tipping point for which voltage would be preferable can only be confirmed after detailed electrical design has taken place. Mr Threlfall explained, should the lower voltage option be required, it was anticipated that two to three 33kV circuits might be needed to come through this land, widening the width of the trench up to 7m. However, a 7m trench did not increase the overall working area as the installation of the access road is still required. The crossing point for the cables within the highway would also be relevant and would require flexibility to be able to co-located the cable and the access points in this location. For example, the access point on the A429 to Mr Baillie's land may need to be staggered with the access point for the Eavis' land. The intention would be to try to lay any access route alongside the cabling to minimise the impact. Where this was near the road, there might have need to be some deviation due to the preference for

Agenda item	Comment
	cables to be laid straight across the road, whereas the access roads would need to be slightly separate. The intention would be to join these back together to minimise the overall land required. Mr Threlfall explained there was also the option to provide a substation in D18 and route the 33 kV cables from Lime Down E into that substation. He reiterated that there was a degree of flexibility and variability required for the electrical design. The ExA asked for Mr Threlfall to have a meeting in the next week to explain and answer any questions of Mr Baillie rather than going through the agents solely. <i>Post Hearing Note:</i> <i>Mr Threlfall met with Mr Baillie on 24 September 2026 to explain the infrastructure needed and flexibility required on the land, and the reasons for this. Mr Baillie provided the Applicant with helpful information relating to the suitability of each land parcel. The Applicant has not been able to arrange a meeting with Mr and Mrs Eavis and their agent before Deadline 7, however it is anticipated that a meeting will be held week commencing 5 October 2026.</i> The Applicant notes that the ExA referred to matters relating to drainage that were discussed at the last CA hearing and questions issued by the ExA regarding how the Applicant was intending to deal with drainage on agricultural lands, looking specifically at Section 3.6 of the Outline OEMP [REP6-031] and Section 3.6 of the Outline CEMP [REP6-029]. The ExA highlighted that any party who was at the previous CA hearing and had raised concerns relating to drainage may find it beneficial to review the extra commitments put into Section 3.6 on how drainage would be dealt with. In response to comments made by Ms Gregory, a tenant farmer on the Corsham Estate, Ms Brodrick explained that the Applicant understood and was confident that, having reviewed the proposals, the cable works could co-exist with slurry lagoon and pipeline. The nature of co-existence would be

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	dependant on the timing of when the Applicant came to do the cable installation works and when the slurry infrastructure was built. She confirmed that the Applicant was confident that there was an engineering solution to enable the cable to cross the works and put in place any required separation distances. If the parties were seeking to undertake their construction at the same time then there may need to be a cooperation agreement in relation to this, and the Applicant would continue to liaise to try to avoid the construction works overlapping. Ms Brodrick explained that Mr Jones could provide an update on the voluntary agreements but, as noted before, the Applicant had sought a large degree of flexibility because the location of the railway crossing had not been confirmed with Network Rail. The Applicant was unable to provide any more specificity as to the routing of the cabling through those plots due to need to confirm the exact railway crossing with Network Rail. In response to comments by the ExA, Ms Brodrick explained that the Applicant could be confident in relation to the crossing of the water pipe because many similar types of apparatus were being crossed and there was an established crossing methodology. In relation to there being sufficient space next to the slurry lagoon, Ms Brodrick explained that the 50 metres was the corridor in which the typical 25 metres working width would be micro sited and this depended on other constraints. She added that there were also methods available to have a narrower working width in limited sections. She added that the Applicant could provide a diagram to show there was sufficient working width in this location to carry out the works that might assist with confidence. The ExA acknowledged Ms Gregory's concerns but also appreciated the Applicant's perspective and need for flexibility due to working with Network Rail. Mr Threlfall stated he was happy to have a meeting with Ms Gregory to discuss this point.

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	In response to comments made by Mr Waltho, on behalf of Mr Methuen-Campbell, Ms Brodrick explained that three different ways of crossing the railway were being considered and explained that internal processes at Network Rail had caused delays. She explained Network Rail would not commit to signing off plans until the Applicant had provided the detailed design information which was not available at this stage. The Applicant therefore needed to retain optionality for the crossing location until the detailed design stage. The Applicant appreciated the frustration of landowners that this information was not available now. The ExA asked if any assurances could be made at this stage. Ms Brodrick explained that no assurances could be given in terms of the exact route but information in terms of timings and process could be. Ms Brodrick added that potentially a specific agreement could be entered into to address the operational concerns with landowners and tenants. The ExA raised the option of Mr Threlfall meeting as a tripartite meeting to discuss the land and any diagrams or predictions the Applicant might have. Mr Threlfall agreed it would be good if all parties were in the room on this and understood the concerns raised. He explained the Applicant had been engaged with Network Rail since early 2024 and but was unable to rule out any land within the Order Limits at this stage. Mr Trelfall understood that this was frustrating and was happy to explain further at a meeting. <i>Post Hearing Note:</i> The Applicant provided a drawing to Ms Gregory on 2 October 2026 showing how the Scheme can coexist with the planned slurry lagoon and water pipes. The drawing is appended to this written summary at Appendix A.

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	<i>In addition, the Applicant has spoken with Ms Gregory to confirm the commitments added to Table 10 of the Outline CEMP [EN010168/APP/7.12] (Revision 8) to ensure the viability of the slurry lagoon. Ms Gregory has also requested a further meeting between all parties.</i> <i>The Applicant has not been able to arrange a meeting with Mr Methuen-Campbell and his land agent before Deadline 7, however it is anticipated that a meeting will be held when all parties agree a mutually convenient date.</i> In response to comments made by Mr Lee, on behalf of Grenergy Renewables, Ms Brodrick clarified the Applicant's understanding of the project and that the planning application was for the BESS itself and no information was available regarding the cable route. The Applicant had been working on the basis of the available information and was not aware of the existence of the option agreement until they were notified by Grenergy. Since the Applicant was made aware of the interest, discussions had been ongoing. She explained that the Applicant understood that a generation licence would be required due to the Grenergy scheme being 200 megawatts and the general protective provisions in Part 1 would apply to generation licence holders to the extent they had existing apparatus. Therefore, if the Grenergy project was built first it would have those protections. However, based on the information available, the Applicant understood that the Grenergy project would be built after the Scheme as it had a grid connection date in 2037 and would therefore need to design its cable route to co-exist with the Applicant's cable route. A cooperation agreement had been proposed to establish a way of working so that information was shared and so the cables could coexist.
4. Site specific issues for the Applicant	The ExA sought an update from the Applicant on the progress of ongoing negotiations with APs and what efforts were being made to resolve remaining points of concern. Ms Brodrick explained that Mr Jones would provide an update on the status of negotiations with landowners but that they were predominantly talking about the cable route corridor as the Applicant

Agenda item	Comment
	had option agreements in place for the Solar PV site and Mr Jones update is focused on negotiations that were being undertaken in respect of the cable route corridor. The ExA then listed the APs, being: • James Cole, Roberts Berry Farm • Richard Tanner and Isabel Ross, Park Farm • Ashton Hawker, Hawker Farms • Matthew Newman, Newlands Farm • Andrew and Jacqueline Greenhill, Bottom Farm • Messrs Nicholas for Westlands Farm and Queenfield Farm • Clyde, Christine and Claire Burgess, Hollybush Farm • The Brunt family, Manor Farm • Angus Methuen-Campbell, Corsham Estate Ms Brodrick explained that Mr Jones could provide an overview of the status of negotiations and any particular discussions for those landowners. She explained that whilst negotiations were ongoing and progress was being made, a large number of landowners were unwilling to sign anything until the Secretary of State made the decision on the Application and they would not be able to move anything into the agreed column due to people having an in-principal objection to the Scheme. The ExA stated that in terms of those specific persons, the ExA was happy to receive submissions at Deadline 7 about the APs mentioned.

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	In relation to the negotiations to date, Mr Jones explained that there were 58 interests across the scheme that were listed within Part 1 of the Land and Rights Negotiations Tracker [REP6-007]. Mr Jones explained that all interests had been issued with Heads of Terms for the rights that were being sought and looking at revision 8, he would update on the progress which would then be shown in revision 9 at the next deadline. Mr Jones explained that of those 58 interests, there were 60 voluntary agreements that were being sought and that all of the option agreements were in place for the solar array sites. He further explained that there were two landowners for which the Applicant was seeking rights for interconnecting cables, the current status being that there was one signed set of Heads of Terms in place and the other discussions were ongoing. For the cable route landowners, Mr Jones explained that the Applicant didn't yet have any landowners with a completed option agreement in place. Three landowners had signed Heads of Terms and were being progressed by legal representatives and that left 41 interests remaining, of which 31 were being actively negotiated. Twenty-eight of those were represented by land agents and then there were two that did not have representation and had chosen not to use it. He further explained that four of those parties within the outstanding 41 were cases where the Applicant had not been able to move negotiations forward, with one of those represented by an agent and the other four not. Mr Jones then explained that there were five listed as grey on the Land and Rights Negotiations Tracker [REP6-007], where no permanent rights were being sought. In terms of outstanding objections, Mr Jones discussed the clear instruction from the ExA at CAH1 that the Applicant and the APs were to talk and engage. Mr Jones set out what the Applicant had done since CAH1 in summary, being that there had been significant efforts to engage and negotiate with the outstanding APs, including immediately after CAH1 contacting all of those who had spoken to move those discussions forward and meeting with all of those APs bar two, one who did not wish to

Agenda item	Comment
	engage and the other who was at CAH1 and whose land within his ownership was not part of the Order Limits and the Applicant was not seeking any rights from him so a meeting was not pursued. Mr Jones added that, the Applicant sent a letter to all APs on 7 July 2026 for those with outstanding terms to offer a meeting and also after CAH1 this included a drainage questionnaire which was for the APs to complete and return to the Applicant. Mr Jones explained that the aim of this was to use that information to inform the Applicant and subsequent design because it had been raised at CAH1. A follow-up letter was sent to all parties by the Applicant on 4 August 2026 to confirm the Applicant would undertake to make an interim contribution to professional fees and to notify APs of a series of Heads of Terms drop-in sessions scheduled and made available to them. Since CAH1 the Applicant had completed a total of 15 meetings, accounting for roughly 42% of the route and 15 APs. Mr Jones explained that some of the outstanding points of difference where negotiations were ongoing included drainage, commercial aspects of the Heads of Terms, access to works and the extent of the option areas. Mr Jones stated that the Applicant remained fully committed to engaging further with these APs. The ExA explained that none of the APs were there that day and that it would be helpful to seek their position on this and have a more detailed position from them and anyone else who had a land interest. The ExA would like as part of the Applicant's submissions for all of those landowners or those with interests to be picked up in the final submission. <i>Post Hearing Note:</i> Please see the Applicant's response to Action Point 5 in the List of Actions for the Applicant and Other Parties following Compulsory Acquisition Hearing 2 at Section 2 of the document.

Agenda item	Comment
	The ExA asked if any of the APs had attended the meetings. Mr Jones explained that none of the APs had taken up that offer but there were meetings ongoing outside of those sessions. In relation to the cable route corridor, the ExA stated that there were still a substantial number of APs affected where there was no agreement. Mr Jones confirmed this was correct but, looking at the progress made on Heads of Terms since 30 June 2026 to where the Applicant was then, this was significant. The ExA mentioned Part 4 of the Tracker, where a table had been added at the ExA's request, and asked if another table could be added capturing the numbers and percentages of the agreements in either Heads of Terms agreed, options agreed or where this was still outstanding, for the deadline submission. Mr Jones explained he had statistics with him then if helpful. The ExA asked to hear them for the transcript and also be provided in tabular form. Mr Jones explained that just over 5% of the Heads of Terms were signed, or 11.5% of the cable route. For those being actively negotiated, that was 75% of the APs. Five had not engaged, which was a further 12.5%, and the five that were in grey, where there were no permanent rights being sought, represented a further 12.5%.

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	Mr Jones confirmed that the Applicant would present the information both in terms of statistics and percentages for the APs and the route. <i>Post Hearing Note:</i> <i>The Applicant has updated Part 4 – The Overview Table of the Land and Right Negotiations Tracker [EN010168/APP/4.4] (Revision 9) with the requested information.</i> The ExA then referred to the Land and Rights Negotiations Tracker [REP6-007] and noted there were plots and landowners on there who appeared to be omitted, for example some Category 1 owners or reputed owners of plot 01-005 were in the Book of Reference [REP5-018] but were not in the tracker. Ms Brodrick explained that in the example mentioned, that land was part of the highway, and people were listed because they might have a subsoil interest in the highway. However, the Applicant was not necessarily seeking voluntary agreement with them. She explained that the Applicant would check and endeavour to provide the names of people that fell into that category (where there was a subsoil interest in a highway) but the Applicant would not be seeking to acquire a voluntary agreement or enter into an option agreement. The ExA raised another example of plot 01-051, where the Book of Reference identified seven potential owners of that plot, but they were not picked up in the tracker. Ms Brodrick explained that this also appeared to be another public highway right and would see if another list could be provided. The ExA stated that plots and names would be helpful.

Agenda item	Comment
	Ms Brodrick confirmed the Applicant would look into adding a separate tab listing those relevant plots but explained the Applicant didn't consider it appropriate to have an option agreement with someone who was listed purely because they had a subsoil interest in the highway. <i>Post Hearing Note: The Applicant has updated the Land and Right Negotiations Tracker [EN010168/APP/4.4] (Revision 9) to include a Part 5 listing all of the subsoil interests not included in Part 1.</i> The ExA sought an update from the Applicant on how parties with category two interest status only in the Book of Reference [REP5-018] had been considered in the land and rights acquisition process. Ms Brodrick explained that the Category 2 interests covered a wide range of people but were typically mortgagees or persons who might have an easement or rights for apparatus over the land. She explained that, in terms of those statutory undertakers that had apparatus, the Applicant was in discussions in respect of protective provisions with that interest. In respect of the other Category 2 interests that were listed, the Applicant was not aware that it would need to interfere with those interests or extinguish them and considered that they could generally coexist, so the Applicant was not seeking to enter into a voluntary agreement with those rights holders. She explained that if someone had a right of access over an access route, and the Applicant was also using that route, the Applicant would ensure access for that person and would not enter into a voluntary agreement with them. She further explained that the DCO provided compensation in the event that their access happened to be interrupted during construction, but a voluntary agreement would not be needed because the Applicant was not asking the person to agree to release their rights.

Agenda item	Comment
	The ExA sought clarification for Article 25 in relation to private rights. Ms Brodrick explained that it gave the Applicant the ability to remove the rights in the event there was a conflict between the rights they were seeking for the Scheme and the continued use of that particular right. She explained this was a general power but only in the event that the Scheme and private right could not co-exist. As far as the Applicant was aware there were no known rights of access that were being extinguished as part of the Scheme. The Applicant had made commitments in the Outline CEMP [REP6-029] to retain access for people and crossing points s would be provided. Therefore, the Applicant did not see the need for a separate voluntary agreement. She explained the Applicant had to include the power because there could well be rights that were unknown or new rights that were created between now and when the Scheme was constructed. However, the Applicant did not envisage needing to use the power to extinguish rights. The ExA raised a query regarding ExQ2CA2.1, in which the ExA sought clarification on how the Applicant could be confident of voluntarily agreeing temporary access rights if no voluntary agreements were being sought with the APs. The ExA referred to the Applicant's Response to the Examining Authority's Second Written Questions [REP5-097] that the Applicant confirmed that neither Heads of Terms nor an option agreement are being sought where temporary possession was required to facilitate the transport of AILs. The Applicant added that it considered a licence agreement to be more suitable to agree with the APs should the DCO be granted and the ExA asked for clarification on how the Applicant would negotiate a licence over a voluntary agreement. Ms Brodrick explained that typically for the cable route corridor, for example, the rights being sought were by way of a deed of easement. The option agreement enabled the Applicant to, if it got consent, contractually compel the landowner to enter into that deed of easement at the relevant time. She explained that what typically happened was that, due to the exact route of the cable corridor not being

Agenda item	Comment
	known at this stage, the deed of easement would only be entered into once the exact route of the cables was known so rights that were wider than necessary were not sought on a permanent basis. The Option Agreement was therefore considered to be the appropriate mechanism for obtaining voluntary agreement at this stage in the process but not fixing permanent rights until construction. In terms of the licences for AILs, the Applicant was not certain at this stage when the access would need to be taken and the length of that access. Therefore it was typical to have those discussions nearer the time rather than asking landowners to enter into an option to grant a licence at some point in the future. It was typical for these to be quite informal arrangements. She explained that as the nature of the activities was not finalised at this time and the Applicant didn't consider it appropriate to ask landowners to enter into agreements now as any agreements would need to be very flexible in terms of timing and activities. Ms Brodrick explained that, in the Applicant's experience on other schemes, generally landowners were willing to grant a licence for that type of activity as they would typically receive a slightly higher licence payment than they would have been entitled to under the TP powers. There was therefore an incentive on the landowner to enter into the licence rather than the Applicant using TP powers. If the Applicant was not able to reach agreement with those landowners, then it would need to utilise TP powers and the landowner would be compensated for any damage that might arise.
5. Crown land interest	The ExA asked the Applicant for an explanation on the status of plot 09-012 and the implications if a Crown land interest in the plot was confirmed as consent of the Crown authority was not in place at the close of the examination. Ms Brodrick, on behalf of the Applicant, explained that it was understood based on the information available at the Land Registry that there could potentially be an interest belonging to the Secretary of State for the Environment, Food & Rural Affairs. She stated there had been a virtual meeting with

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	DEFRA's government legal team on 17 September 2026 to establish whether they did in fact hold a right over plot 09-012 and, if they did, obtain the section 135 consent. Ms Brodrick explained that DEFRA took the query away, and on Monday 21 September 2026, confirmed that they did not think any right was for the benefit of DEFRA and that they thought it potentially could have been transferred to either the Secretary of State for Transport, which would now be a National Highways interest, or related to existing apparatus belonging to Wessex Water. Ms Brodrick explained that the Applicant was still trying to establish or get definitive confirmation that this was no longer a Crown interest and there had not been any sufficient confirmations to update the Book of Reference [REP5-018] at this stage. Ms Brodrick explained the consequences of any Crown interest in that the Secretary of State would need a Section 135 consent in respect of any remaining Crown interest at the point the Secretary of State made a decision. She further explained that if it was considered to be a Crown interest, in the absence of Section 135 consent, then the Secretary of State would not be able to grant compulsory acquisition powers over that particular plot. Ms Brodrick further explained that the Applicant did not envisage any issue obtaining Section 135 consent, it was just trying to find out whether it was in fact required. She explained that the Applicant was confident there would be a resolution by the time the Secretary of State made a decision, but it was unlikely that this confirmation would be before Deadline 7, when the final Book of Reference and Land Plans needed to be updated. She also explained that if confirmation was received prior to the end of the examination that it was no longer Crown land, then the Applicant would look to update the Book of Reference and remove the reference to Crown land. The ExA sought clarification on if consent was required and if consent was not granted.

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	Ms Brodrick explained that on other projects it was either requested that the Secretary of State delay their decision until the matter was resolved, or the Secretary of State would have to grant the DCO without compulsory acquisition powers over that particular plot and the Applicant would have to obtain voluntary agreement. She explained that in this case if there was a Crown interest and Section 135 consent was required, but the necessary consent had not yet been provided, then the Applicant would ask the Secretary of State to extend the determination period. The ExA had another query relating to plot 16-020, and sought clarification due to the plot being in the Book of Reference originally with the Secretary of State for Defence interest and following this the Crown interest was no longer identified in the Book of Reference, but on page 50 of the Land and Rights Negotiations Tracker [REP6-008] it stated: "On 2 July, the Applicant received written confirmation from the Crown Authority that Section 135 consent would not be required." Ms Brodrick explained that the Secretary of State for Defence confirmed they did not have an interest in that plot and therefore Section 135 was not triggered. Post Hearing Note: <i>The Applicant is still awaiting confirmation that there is no Crown interest in Plot 09-012 and will provide an update before the end of examination.</i>
6. Statutory Undertakers	In response to comments made on behalf of National Highways, Ms Brodrick confirmed that the Applicant expected agreement on the form of the protective provisions and the side agreement to be imminent and the Applicant had made available the information it had in respect of the plots mentioned. She further explained that a precautionary approach had been taken where historic conveyances were concerned. For example, if there was reference to a interest on the title and a copy of the document was not available, the Applicant would list somebody as potentially having an interest in that land to cover the scenario where they might do.

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	Ms Brodrick further explained that the Applicant had provided utility search information that had been used by the land referencing team to add in interests where the Applicant knew there was apparatus but there, for example, was not a registered deed of easement relating to that apparatus. She also stated that a precautionary approach was being taken in terms of how the Applicant was crossing the M4 and confirmed that separate discussions were taking place with National Highways in terms of the nature of that crossing and the technical details of that. In relation to the query raised the previous day as to whether the Applicant could provide further information, Ms Brodrick confirmed that the Applicant was looking into that but the nature of the crossing was still to be confirmed and that the protective provisions gave National Highways approval of the nature of the crossing and therefore National Highways would be able to consider any drainage concerns as part of their approval of the technical detail of the crossing. She further explained that the Applicant considered that the protective provisions dealt with National Highways' concern. Ms Brodrick added that, in the absence of that information, the protective provisions provided National Highways with that protection going forward and therefore did not present a risk to the SRN. She further explained that the detailed design of the crossing was something that would be done at a later stage and it would be something National Highways would need to consider whether they had sufficient protection, but the Applicant's position was that they did. In relation to the protective provisions, Ms Brodrick explained that the protective provisions included a restriction on the Applicant utilising its compulsory acquisition powers without National Highways' consent, applying to both the land that formed part of the strategic road network and any other land in which National Highways had an interest. She explained that the Applicant's position was that protection was already there and it was sign-off for the actual works that was needed. She added that National Highways had the information about its existing drainage arrangements in relation to how they drained the M4, and this was not something for the Applicant to provide to National

Agenda item	Comment
	Highways. She understood Ms Russell to be asking for more detail about the works the Applicant was actually undertaking and explained that this detail was not available at this stage.
7. Any other matters	The ExA asked for any other matters in relation to CAH 2. Ms Brodrick, on behalf of the Applicant, explained that there had been correspondence between Wiltshire Council and the Applicant to discuss interests that had been listed as belonging to Wiltshire Council in the Book of Reference and these would be updated in the version of the Book of Reference being submitted at Deadline 7. She also explained that there were a number of plots where the Applicant had overlaid the extent of public mapping received from the local highway authority with the Applicant's mapping used to produce the Book of Reference and the Applicant was still identifying an overlap. The Applicant had therefore taken a conservative approach and noted there might be public highway in which Wiltshire Council had an interest as the highway authority rather than as a landowner. Post Hearing Note: <i>The Applicant has updated the Book of Reference at Deadline 7 with any relevant changes in relation to Wiltshire Council listed in the schedule of changes.</i>

2 List of Actions for the Applicant and Other Parties following Compulsory Acquisition Hearing 2

Number	Responsible party	Action	Submission deadline	Applicant's response / commentary
1.	Applicant	With regard to land owned by Mr and Mrs Eavis, add in a commitment to the Outline Construction Environmental Management plan (oCEMP), Outline Construction Transport Management Plan (oCTMP) and Mitigation Route Map to confirm the removal of the temporary access track across that land after completion of construction and to contact Mr Fearnall and Mr and Mrs Eavis to explain where those drafting insertions have been made.	Deadline 7	The Applicant has added a commitment to the Outline CEMP [EN010168/APP/7.12] (Revision 8) and Outline CTMP [EN010168/APP/7.22] (Revision 7) to remove the access track following construction. A meeting is being arranged with Mr Fearnall and Mr and Mrs Eavis to explain the drafting insertions and when the documents would be available on the Planning Inspectorate website.
2.	Applicant	Mr Threlfall from the Applicant's team to meet with Mr and Mrs Eavis, Mr Baillie and their agents prior to Deadline 7 to explain the infrastructure needed on site and the reasons for the flexibility required.	As soon as possible at the end of the CAH2 hearing and before D7	The Applicant met with Mr Baillie on 24 September 2026 to explain the infrastructure needed and flexibility required on the land, and the reasons for this. Mr Baillie provided the Applicant with helpful advice relating to the suitability of each land parcel.

Number	Responsible party	Action	Submission deadline	Applicant's response / commentary
				The Applicant has not been able to arrange a meeting with Mr and Mrs Eavis and their agent before Deadline 7, however it is anticipated that a meeting will be held week commencing 5 October 2026.
3.	Applicant	Firstly, to produce a drawing to show how the scheme's infrastructure on Ms Gregory's land could be implemented to coexist with the slurry lagoon and water pipes planned on that land. Secondly, to provide to Mr Methuen-Campbell and his land agent (Mr Waltho) any engineering and geological information they hold for the CRC on the Corsham Estate. Thirdly, Mr Threlfall from the Applicant's team to meet with Ms Gregory and Mr Waltho prior to Deadline 7 to discuss the information.	As soon as possible at the end of the CAH2 hearing and before D7	The Applicant provided a drawing to Ms Gregory on 2 October 2026 showing how the Scheme can coexist with the planned slurry lagoon and water pipes. The drawing is appended to this written summary at Appendix A. In addition, the Applicant has spoken with Ms Gregory to confirm the commitments added to Table 10 of the Outline CEMP [EN010168/APP/7.12] (Revision 8) to ensure the viability of the slurry lagoon. Ms Gregory has also requested a further meeting between all parties. The Applicant has not been able to arrange a meeting with Mr Methuen-

Number	Responsible party	Action	Submission deadline	Applicant's response / commentary
				Campbell and his land agent before Deadline 7, however it is anticipated that a meeting will be held when all parties agree a mutually convenient date.
4.	Applicant	Include in the Land Rights and Negotiation Tracker further information regarding the number of voluntary agreements sought, the number and percentages of heads of terms signed, the number and percentages of option agreements signed and the number and percentages of agreements not obtained. This information is to be provided for the solar sites and the CRC and could be included as an additional table beneath the existing overview table in Part 4 of the tracker.	Deadline 7	The Applicant has updated Part 4 – The Overview Table of the Land and Right Negotiations Tracker [EN010168/APP/4.4] (Revision 9) with the requested information.
5.	Applicant	To submit in more detail the status of negotiations and communications with affected persons who specifically submitted written objections into the examination and those who made oral statements at CAH1 and CAH2 (even if those persons would only be affected by temporary possession).	Deadline 7	James Cole: Following CAH1 the Applicant engaged with the AP and attended a meeting on the 15 July 2026 to discuss mitigation measures and clauses within the Heads of Terms. The Applicant wrote to the AP,

Number	Responsible party	Action	Submission deadline	Applicant's response / commentary
				details of these letters can be found in the Land and Rights Communication Log [REP6-058]. The AP has maintained the position only to engage with the Project post consent. Richard Tanner & Isabel Ross The Applicant has continued to engage with the AP's land agent, making multiple attempts to move Heads of Terms negotiations forward. The Applicant followed up with Ms Ross immediately after CAH1 to arrange a meeting, and the Applicant was asked to go via her agent. The Applicant subsequently wrote to the AP and provided copies to their land agent. The detail of these letters can be found in the Land and Rights Communication Log [REP6-058]. The AP has made it clear in their latest submission that they are not willing to permit the cable installation

Number	Responsible party	Action	Submission deadline	Applicant's response / commentary
				across land within their ownership. This has been mirrored in the communications received from the AP's land agent, who has been asked not to communicate with the Applicant in relation to the AP's specific Heads of Terms. The Applicant will continue to work with the AP's land agent, and they remain very keen to talk directly to the AP, should their position on the Heads of Terms change. Ashton Hawker The Applicant engaged with the AP immediately after the CAH1 to arrange a meeting, however the AP did not respond. The Applicant issued letters to the AP on 7 July 2026 and 4 August 2026 details of these can be found in the Land and Rights Communication Log [REP6-058], however the AP has not engaged with the Applicant. The Applicant remains open to working

Number	Responsible party	Action	Submission deadline	Applicant's response / commentary
				with the AP should their position on the Heads of Terms change. Matthew Newman The Applicant engaged with the AP immediately after the CAH1 to arrange a meeting with them and their land agent. The Applicant met with the AP and their agent on the 15 July 2026 and discussed matters detailed in the Heads of Terms and matters raised in CAH1. There are matters still outstanding and being dealt with the AP's Agent and the Applicant. The Applicant issued letters to the AP on 7 July 2026 and 4 August 2026 details of these can be found in the Land and Rights Communication Log [REP6-058] copies of these were also issued to the AP's Agent. The Applicant will continue to engage with the AP's land agent to progress the Heads of Terms.

Number	Responsible party	Action	Submission deadline	Applicant's response / commentary
				Andrew and Jacqueline Greenhill The Applicant has continued to engage with the AP in written responses to any representations made throughout the examination process. The Applicant will continue to work with both parties as the application progresses. Messrs Nicholas The Applicant engaged with the AP on 2 July 2026 after CAH1 to arrange a meeting with them and their land agent. The Applicant met with the AP and their agent on 13 August 2026 and discussed matters detailed in the Heads of Terms. There are matters still outstanding and being dealt with the AP's Agent and the Applicant. The Applicant issued letters to the AP on the 7 July and 4 August 2026 details of these can be found in the Land and Rights Communication Log [REP6-058] copies of these were

Number	Responsible party	Action	Submission deadline	Applicant's response / commentary
				also issued to the AP's Agent. The Applicant will continue to engage with the AP's land agent to progress the Heads of Terms. Mr Clyde Burgess, Mrs Christine Burgess and Ms Claire Burgess The Applicant engaged with the AP on 2 July 2026 after CAH1 to arrange a meeting with them and their agent. The Applicant met with the AP and their agent on the 25 August 2026 and discussed matters detailed in the Heads of Terms. There are matters still outstanding and being dealt with the AP's Agent and the Applicant. The Applicant issued letters to the AP on 7 July 2026 and 4 August 2026 details of these can be found in the Land and Rights Communication Log [REP6-058] copies of these were also issued to the AP's Agent. The Applicant will continue to engage

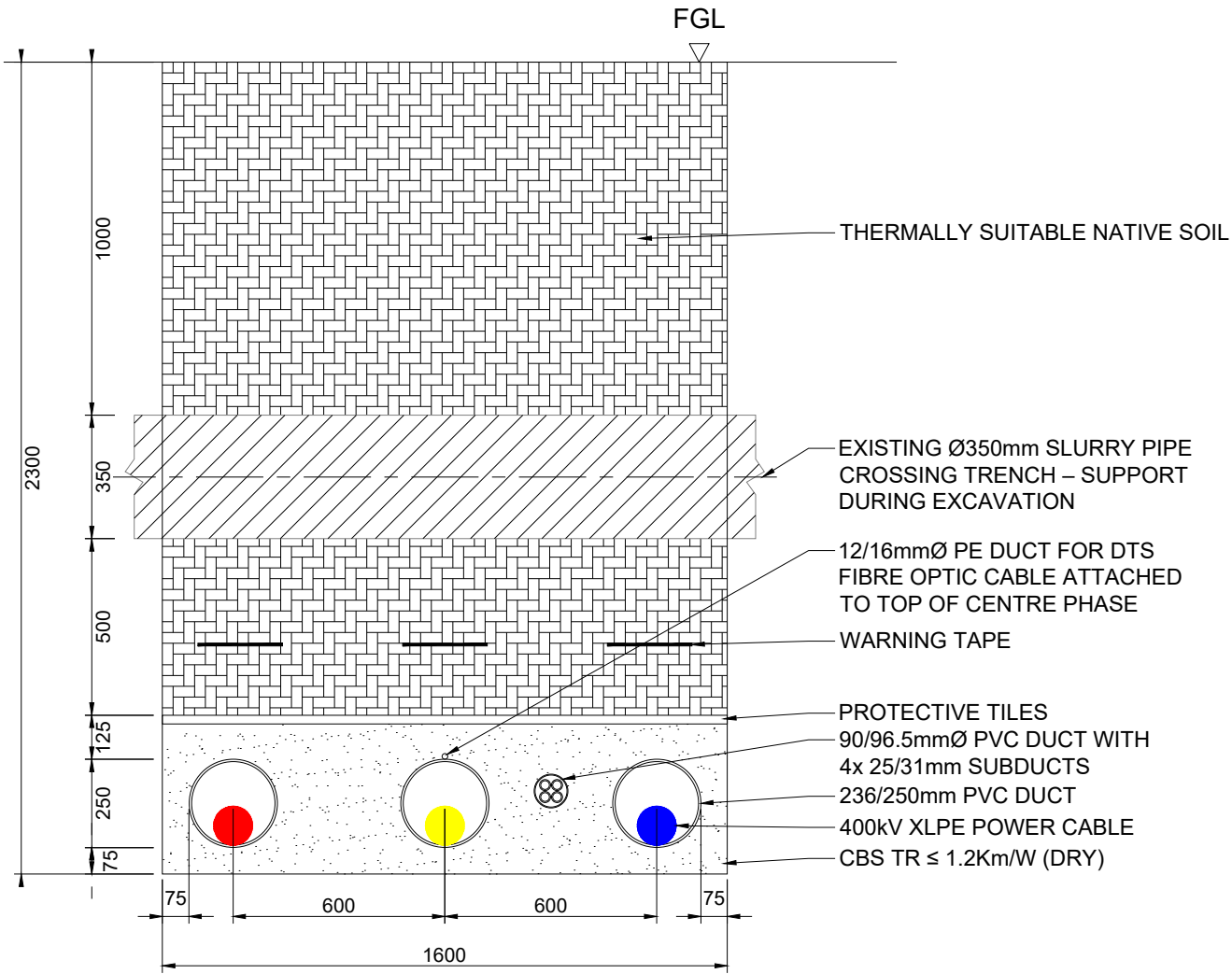
Number	Responsible party	Action	Submission deadline	Applicant's response / commentary
				with the AP's land agent to progress the Heads of Terms. Mr Julian Brunt and Mrs Katherine Brunt As detailed in the Land and Right Negotiations Tracker [EN010168/APP/4.4] (Revision 9) the Applicant is seeking to agree the necessary voluntary rights post consent. Angus Methuen – Campbell The Applicant continues to engage with the AP, with the most recent meeting taking place on 18 September 2026 between the Applicant and the AP's resident land agents Mr Chris Waltho, Mr Robert Frankton, and their subcontracted land agent, Mr Tom French of BTF Partnership. The extent of the communications with the AP can be found in the Land and Rights Communication

Number	Responsible party	Action	Submission deadline	Applicant's response / commentary
				Log [REP6-058]. To date, progress on the Heads of Terms has been restricted only to the compensation put forward by the Applicant. Whilst the AP's land agent has, until recently, not provided substantive feedback, the meeting on the 18 September 2026 was beneficial for all parties. There were matters raised within the meeting that require further discussion between the parties. These include drainage, tenancy matters, and the extent of the Option Area. The Applicant has not met with the AP ahead of D7, however it is anticipated that a date will be agreed in the coming weeks. The purpose of that meeting will be to work through the matters raised in the meeting on 18 September 2026, to provide further detail on the representations made by the AP, and to address the concerns raised by Mr Waltho at CAH2 on 23 September 2026.

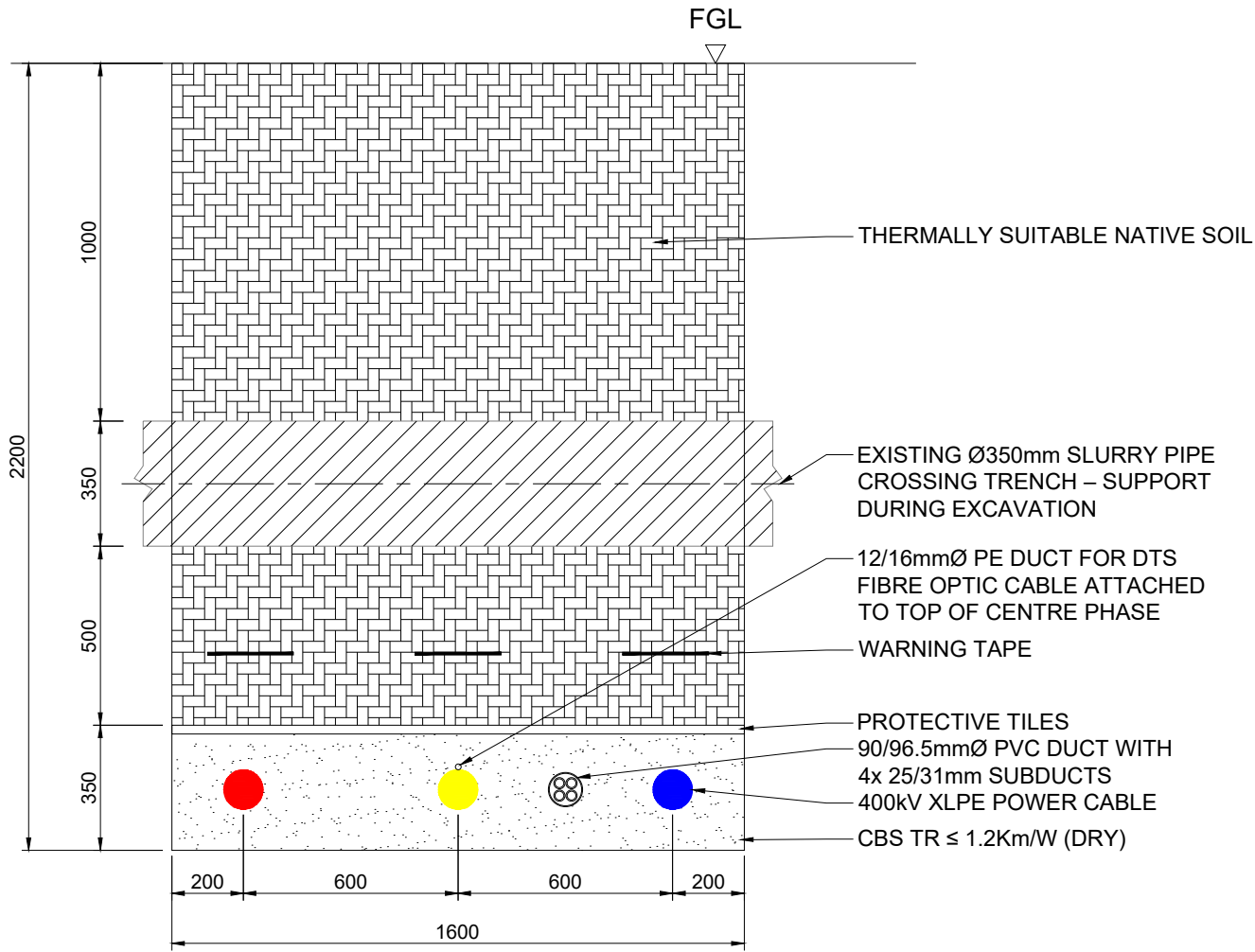
Number	Responsible party	Action	Submission deadline	Applicant's response / commentary
				Following CAH2 the Applicant has contacted the AP to schedule a meeting in the coming weeks
6.	Applicant	To add another column or Tab in the Land Rights and Negotiations Tracker to capture the omitted Category 1 APs where the Applicant considers there is no need for an agreement with those APs (due to their interest only being subsoil interest in the highway for example). This is to close the gap between the Book of Reference which identifies multiple category 1 landowners for an individual plot but the Land Rights and Negotiations Tracker only lists one or two of those landowners (and not all) as in negotiations.	Deadline 7	The Applicant has updated the Land and Right Negotiations Tracker [EN010168/APP/4.4] (Revision 9) to include a Part 5 listing all of the subsoil interests not included in Part 1.
7.	Applicant	To submit an updated book of reference if confirmation is received that there is no Crown interest in Plot 09-012.	Before examination ends	The Applicant is still awaiting confirmation that there is no Crown interest in Plot 09-012 and will provide an update before the end of examination.

Appendix A 400kV Cable – Slurry Pipe Crossing

Illustrative drawing based on assumed dimensions of the slurry pipe.



SECTION AT Ø350mm SLURRY PIPE CROSSING
DUCTED
ALL DIMENSIONS IN mm



SECTION AT Ø350mm SLURRY PIPE CROSSING
OPTION 1 – DIRECT BURIED
ALL DIMENSIONS IN mm



General Legend:

Project:	Lime Down Solar PV farm		
Project Location:			
Ownership:			
Document Title:	400kV Cable Crossing Section		
Sheet format:	A3 "420 x 297"	Scale:	
Document version:	v.1	30/09/2023	A.C.
Document comments:			
Company:	Island Green Power UK Limited Unit 20.2, Coda Studios 189 Munster Road, London SW6 6AW		