

IN THE MATTER OF THE LIME DOWN SOLAR PARK DCO APPLICATION

DEADLINE 8 — CLOSING SUBMISSION

On behalf of: Mr John Eavis and Mrs Rosemarie Eavis, [REDACTED]
[REDACTED] (the Owners)

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

Date: 13 October 2026

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

Introduction

1. Mr John Eavis and Mrs Rosemarie Eavis (the Owners) own and operate [REDACTED]. Their land is within the Order Limits and subject to compulsory acquisition (CA) and temporary possession (TP) powers sought under this Development Consent Order (DCO) application.
2. This closing submission is made at Deadline 8. It is intended to be read alongside the earlier written representations, the oral cases made at Compulsory Acquisition Hearing 1 (CAH1), Compulsory Acquisition Hearing 2 (CAH2) and the post-hearing written summaries. It does not seek to repeat that material in full but to draw together the key conclusions from the examination to date and to invite the ExA to consider them carefully in forming its recommendation to the Secretary of State.
3. The Owners have engaged throughout this process in good faith and with a genuine willingness to reach a negotiated resolution. That position has not changed. What this submission records is that the examination has, regrettably, revealed significant shortcomings in the Applicant's approach to engagement, in the scope of the rights sought, and in the adequacy of the evidence placed before the ExA in support of those rights. We ask that those shortcomings are weighed with care.

Meeting with the Applicant

4. At CAH2 the ExA directed the parties to meet and following that we met with [REDACTED] of the Applicant's team. We record that meeting as useful. For the first time we were able to discuss the scheme's design parameters, the cable and voltage options that have not yet been determined, the constraints on the Works Strip and Easement Strip, and the intended position on the Access Route following construction. That conversation provided clarity on matters that should have been resolved long before this examination.
5. The meeting took place at the ExA's direction, in the final weeks of the examination. It should have taken place two years ago.

6. This is not a criticism of the outcome of that meeting in isolation. We acknowledge that [REDACTED] brought helpful technical knowledge and that progress was made in identifying points of principle. The concern is one of timing. The fact that a single meeting could achieve greater clarity than two years of prior engagement tells its own story about the quality and openness of that earlier engagement.
7. We note that this experience is not unique to the Owners. Representations from a number of other affected parties during the examination have described similar frustration at the late stage at which meaningful technical information has become available. The ExA will have observed this pattern in the representations it has received. We invite it to weigh that pattern in assessing the Applicant's compliance with its obligations to engage prior to relying on compulsory powers.

The Current Position on Voluntary Negotiations

8. We are able to report that there has been some progress in the principles underpinning a voluntary agreement since the examination began. We acknowledge that, and we remain committed to continuing those discussions in good faith after this submission.
9. However, we must be clear with the ExA: we remain a significant distance apart. Progress has been made on some points of principle, but the commercial and practical terms that would need to govern any voluntary agreement have not yet been agreed, and the gap between the parties' positions remains material.
10. The process of this examination has, in effect, forced the pace of a conversation that should have happened much sooner. It has also reinforced and clarified something our clients have maintained throughout: the rights sought in this DCO, as currently drafted, are too wide and go far in excess of what is reasonably required to deliver the project. That view has not changed.
11. We do not propose to place the detail of ongoing voluntary negotiations before the ExA. What we can say, and what we invite the ExA to note, is that the scope and drafting of the powers in the DCO remain a live and unresolved concern, and that the terms on offer to date have not come close to reflecting the full impact of those powers on [REDACTED] and the farming business that depends upon it.

The Commitment on Access Track Removal

12. During CAH2 the Applicant gave an oral commitment that the access track constructed during the construction phase would be removed upon completion of works and the land returned to agricultural use. We welcomed that commitment.
13. However, as at the date of this submission, that commitment has not been formally communicated to us in writing, and it has not been incorporated into the DCO

documentation in a way that would give it legal effect and provide our clients with enforceable protection.

14. This matters for two reasons. First, our clients need to be able to rely on that commitment with certainty. An oral assurance given at a hearing, however clearly made, does not provide the same protection as an enforceable obligation in the Order or in the DCO documentation. Second, and more broadly, the fact that a commitment of this nature is only being articulated at this stage of the examination illustrates a wider point: the detail that should underpin a properly designed scheme, and a properly evidenced CA case, has not been worked through prior to the DCO submission. It has emerged, piecemeal, in the course of the examination itself.
15. We invite the ExA to ensure that any commitment of this nature is properly secured in the Order, and to draw the appropriate inference from the fact that it required the examination process to bring it to light.

The Cost of Inadequate Engagement

16. Mr & Mrs Eavis are farmers. This is not an abstract interest. The land over which the Applicant seeks rights is the family's livelihood and their home. The uncertainty created by the DCO application, and the manner in which it has been progressed, has imposed a real and continuing burden on the Owners.
17. The failure to engage openly and in a practically coherent manner throughout the pre-examination period has meant that our clients, and those advising them, have been required to undertake significant additional work during the examination in order to understand the true scope and impact of what is proposed. That work has consumed time, professional resource, and money that should not have been necessary had the Applicant discharged its engagement obligations properly.
18. Farming families engaging with NSIP applications are not in the same position as large commercial landowners with professional teams already in place. The costs of engagement fall heavily and disproportionately on them both in financial and emotional terms.
19. We note more generally that across this examination, and in a number of recent DCO determinations, there is an emerging and concerning pattern: applicants making extensive reference to the weight of National Policy, but giving insufficient consideration to the real, on-the-ground impacts on the individuals on whose land those policies must ultimately be implemented. National Policy is not a substitute for a properly evidenced and properly engaged CA case.

The Compulsory Acquisition Case

20. We maintain the position set out in our earlier representations and at CAH2. The legal tests for the inclusion of compulsory acquisition powers in a DCO require, among other things, that:
- (a) there is a compelling case in the public interest justifying the acquisition of the land or rights in question;
 - (b) the applicant has had due regard to the guidance on compulsory acquisition and has complied with its obligations to seek to acquire rights by agreement before relying on compulsory powers; and
 - (c) the extent of the powers sought is no greater than is reasonably required to deliver the authorised project.
21. On each of these tests, we have raised substantive concerns.
22. **On the compelling case:** the Applicant has not placed before the ExA sufficient evidence to demonstrate, in relation to the specific land and rights at [REDACTED], that the compulsory acquisition of those rights is justified. The public benefit of the project generally does not discharge the requirement to justify the acquisition of each individual holding.
23. **On engagement:** as recorded above and in earlier submissions, the quality and openness of the Applicant's engagement prior to this examination was inadequate. Meaningful progress on understanding the scheme's requirements was only achieved after the ExA directed the parties to meet. This does not reflect the standard of engagement that the September 2013 CA Guidance requires as a precondition for the legitimate exercise of compulsory powers. We refer in particular to paragraph 25 of that guidance, which requires applicants to seek to acquire land by negotiation wherever practicable, and to paragraphs 2.2, 2.3, 12.3 and 17.2 of the June 2026 MHCLG Guidance on the Compulsory Purchase Process.
24. **On the scope of the powers:** the rights sought in the DCO, as currently drafted, are broader than the scheme requires. The Rochdale Envelope provisions create significant uncertainty as to the precise area, alignment and extent of works over a far wider area than will ever be required. The scope of rights across the affected plots at [REDACTED] extend significantly further than those needed to construct the project.
25. We invite the ExA to conclude that, on the evidence before it, the CA powers sought in respect of [REDACTED] and the surrounding land should not be recommended to the Secretary of State. Alternatively, if any CA powers are to be recommended, we invite the ExA to recommend that they be substantially narrowed and conditioned to reflect only what has been confirmed as reasonably necessary.

Conclusion

26. Mr and Mrs Eavis have participated in this examination throughout in good faith. They have attended hearings, engaged with the Applicant's team, provided detailed written representations, and continued to pursue a voluntary agreement in parallel with the examination. They have done so in the hope that a fair and workable outcome could be achieved without the exercise of compulsory powers.
27. That hope remains. But the record of this examination does not give us confidence that the Applicant has, to date, met the standard of engagement and evidence that the law requires before compulsory powers are granted.
28. We ask the ExA, in its report to the Secretary of State, to:
 - (a) note the concerns raised about the adequacy of the Applicant's pre-examination engagement with affected parties, and the extent to which meaningful progress was only achieved after the ExA's intervention;
 - (b) require that any oral commitments made at CAH2, including on access track removal at the completion of construction and restrictions on use for operational purposes, are formally secured as part of the Order before any recommendation is made;
 - (c) critically assess whether the scope of the CA and TP powers sought is no greater than is reasonably required both on scope and geographical reach; and
 - (d) give careful and independent weight to the real impacts on farming families and rural businesses, and not treat national planning policy weight as a substitute for a properly evidenced CA case.
29. Our clients remain willing to engage. They ask only for what the law requires: a compelling and properly evidenced case, proper engagement, and rights no wider than the project needs.