

From: Eliot Grant [REDACTED] 
Subject: Written Representation - Eliot Grant - 2075_1052482001_16131_1032
Date: 11 August 2026 at 14:44
To: lightvalleysolar@planninginspectorate.gov.uk
Cc: Eliot Grant [REDACTED]



Dear Planning Inspectorate.

Please find attached my Written Representation which is in addition to the comments I made at the Open Hearing on 29th July 2026. At the hearing I was only allowed 5 minutes to present my views and comments. Unfortunately, this was far too little time given the interests we as a family have over this project.

I have also included an attached email (Response and comments in response to LVS consultation.eml) which was sent to Light Valley on 20/11/2025 which highlighted the rights of access we have at [REDACTED] over the proposed farm track they intend to use for vehicle access and to which we have never received any communication or consultation over.

I have also attached the Deeds [REDACTED] which also highlights these access rights.

I will also be sending you shortly in separate emails 30 photographs to support my representation. Given their size I will do this in batches.

Thank you and best regards

Eliot Grant
[REDACTED]
[REDACTED]
[REDACTED]

Ref No: 2075_1052482001_16131_1032

WrittenRepresentation_EliotGrant
_11082026.docx



Response and comments in
response to LVS consultation.eml



[REDACTED].pdf



Written Representation

By: Eliot Grant (2075_1052482001_16131_1032)

Dated: 11th August 2026

I have several areas I would like to highlight and address:

1) Landscape Impact on [REDACTED]

[REDACTED] is one of the main properties affected at Site 2 that would experience the greatest concentration of infrastructure anywhere within this Application. This property is positioned directly next to one of the largest proposed acreages of solar panels in the region, including a Battery Energy Storage System (BESS) and substation.

These are substantial pieces of industrial electrical infrastructure, with serious safety concerns. As an amalgam, they fundamentally change the character of the area from open agricultural countryside into a large-scale electricity generating, storage and distribution complex.

A large proportion of Site 2 falls within Green Belt and the quality of the agricultural land is high grade. This farmland has yielded substantial crops for many years and will do for many more. The size of Site 2 is bigger than both the villages, Monk Fryston and Hambleton, it is located between. What is being proposed is village-sized industrial plant replacing natural, agricultural and rural beauty.

The impact cannot be dismissed by planting hedgerows or trees because the issue is not simply what can be seen. It is the sound, the safety concern, the worry, the material change to our environment and what we will have to live alongside every day for the next forty to sixty years. The Examining Authority has recently identified that a visual amenity assessment has not been undertaken by the Applicant, but it is clear the impact will be significant for [REDACTED] House.

2) Noise impact, safety risks and mitigating factors

We are deeply concerned by the close proximity of the proposed BESS, solar panels and access routes and the significant impact from the increase in noise, fire risks, glint and glare and the safety risks associated with increased HGV traffic on local road networks.

We question whether the Applicant has given significant and acceptable consideration to the fact this is a rural area, where crime and the threat of it is low, the potential fire risks associated with lithium-battery fires present unique challenges and whether sufficient emergency planning and infrastructure is in place to address these concerns.

The current traffic to and from our property and to the surrounding fields is extremely limited in number and regularity. This will massively change with this development with

HGVs, other plant machinery and workers' vehicles accessing the site for a proposed six days a week for over two years. Site 2 is one of the largest proposed sites and will have the largest number of HGVs and construction machinery for the longest period.

The proposed mitigations the Applicant has put forward to address these concerns and issues are unsatisfactory. How can the Applicant re-assure us as residents this will be addressed in a satisfactory way?

Is the Examining Authority convinced the Applicant has made an accurate assessment of the noise outputs during the construction phase and will these meet required levels given location and other natural factors such as wind direction and travel?

Also has the Applicant given due consideration to the quantification and description of the background noise for the Scheme in particular for Site 2 and fixing of a base level of noise in excess of that of the tranquil location of the Scheme?

To be subjected to a constant noise at a debatable 90dB when you are used to significantly less is a massive concern and major worry.

The Applicant has made suggestions to buffers and landscaping to address some of these concerns. These proposals are not acceptable or substantial enough for a development of this scale and flat rural location. Suggested buffer distances (30-50 metres) are not acceptable. A meaningful and considerable buffer should apply to solar arrays, but a more substantial buffer should also be applied to Battery Energy Storage Systems and substations in view of the considerable noise and potential safety risks.

Photos supplied show outlooks that would require substantial fast-growing planting to a meaningful height across a wider area. Such a buffer would reduce visual impacts, noise, heat, security risks, feelings of vulnerability and the overwhelming sense of enclosure experienced by affected residents such as us.

3) Social Impact

Our family as well as many of the local rural community use Fryston Common Lane throughout the week and especially at weekends for walking, dog walking, running, cycling and horse riding to name a few recreational pursuits. Accessing Fryston Common Lane on a Saturday in particular is completely unacceptable and a major infringement on basic human rights right to rest and recuperation. We ask the Examining Authority to review this as this proposal is completely unjustified.

4) Financial Impact

According to local estate agents, a development of this magnitude and proximity could devalue our property by circa 10%. Based on a recent valuation of [REDACTED] at over 5000ft², the cumulative potential financial impact is substantial. This is a major concern for us and one which the Applicant has no or little consideration for.

Added to this is the potential inability to sell a property during an elongated “decision-making” and “holding” period and then a two-year construction phase creates a “prison effect”. Again, no consideration is given by the Applicant to the effect this has on households directly impacted by such development plans.

6) Access [REDACTED] via Fryston Common Lane

We have significant concerns that the Applicant has not addressed access to and from [REDACTED] as part of the Application. The plan clearly shows infrastructure build in fields on both sides of Fryston Common Lane [13-035 and 13-021, Sheet 13 of the Land Plans] of the which will ultimately mean accessibility issues along this road to [REDACTED]

Under this proposal this will mean construction traffic will need to use Fryston Common Lane (or parts of) to cross over from one site to the other. The Applicant clearly stated they would not use construction traffic along Fryston Common Lane. This is clearly false and something we would ask the Examining Authority to challenge.

Fryston Common Lane is clearly not suitable for HGVs which the Applicant has accepted and/or NYCC highways has stipulated. It is a dead-end road that terminates at [REDACTED]. This road, which is primarily single track, is the main access to and from [REDACTED] and provides all utilities. These proposals clearly pose a major concern for us during the construction phase. The compulsory right acquisition of significant parts of this road near our property are extremely disconcerting given the level of traffic that will ultimately use this stretch of road. This is a public highway, and I cannot understand how the Applicant can be allowed compulsory right acquisition for this road which will obviously impact us massively.

7) Site 2 access via A63 and other access rights

The Applicant has identified a main access point to Site 2 at 13g/Sheet 13 on the Streets Plan. The Streets Plan also suggests using the farm track from 13g to 13h/ Sheet 13 as a main construction and vehicle access road. This farm track is not suitable for HGVs to use on a daily and continuous basis, nor was it ever intended to be. It is only suitable for and used by farm vehicles and 4x4s for periodical access. The track crosses a dyke which cuts the full length of 13-021 part way along. At this point there is currently a padlocked gate which prevents public access and in so doing ensures no through road from Fryston Common Lane.

██████████ has right of access by foot and by vehicle to this track and access to the A63 (see attached ██████████ Deeds and attached email sent 20/11/2025). No consideration nor consultation has been given by the Applicant to these access rights. All rights should be upheld given the disruption proposed to other access routes.

This farm track (proposed access road) currently runs adjacent to our boundary. The Applicant proposes to use this track and access Fryston Common Lane at 13h/Sheet 13 of the Streets Plan which is directly next to the boundary fence of ██████████. This is land that should be designated as a buffer with significant landscaping, noise reduction and security zoning. This access point is wholly unacceptable and falls far too close to our home and boundaries.

We ask the Examining Authority to review these access points and traffic routes to ensure significant buffers are upheld and to explore why the Applicant has failed to address these points with us.

Summary

We object to this development in particular the size of the Scheme, the proximity to our property and impact of various proposals regarding traffic access routes. If consent is granted, we ask that the layout and concentration of infrastructure surrounding and engulfing ██████████ is fundamentally redesigned and reduced and all the items relating to the construction phase are addressed and appropriate measures put in place.

From: Eliot Grant
Sent: Tuesday, August 11, 2026 15:15
To: Light Valley Solar
Cc: [REDACTED]
Subject: Fw: Response and comments in response to LVS consultation

FAO: Applicant Project Team

Dear Light Valley Solar,

Further to your most recent targeted consultation, I would like to submit further comments relating to my, and my family's, concerns relating to your proposals for solar panels, a 275kV substation in a compound of 5 ha and Battery Energy Storage System (BESS) covering 10.5 hectares of land specifically in relation to Site 2.

My additional comments, concerns and objections are as follows:

1 Under title number Title number NYK63831, we have

“the right to pass with or without vehicles over the Accessway for the purpose of gaining access to and egress from the Property to and from the A63 and to and from Common Lane, Monk Fryston;”

Under title number Title number NYK450447, we have

“a right of way at all times for the purposes of access and egress from the Property on foot and with vehicles, subject to a contribution towards maintenance;”

We have a right of access along the Accessway and this allows us unobstructed access from the A63 to our properties ([REDACTED] and the adjacent farm office under these deeds) and to Fryston Common Lane.

In addition, this Accessway in its current state is insufficient for HGVs and construction vehicles, plus any vehicles required post-construction. This is a major concern for us and a major objection for us in relation to this development. We would be vehemently opposed to any changes and interference to this Accessway that would prevent access and incur us any cost.

In addition, the farmer/landowner (I believe to be Verity's) identified under Site 2 and us (the only other landlord with right of Access to the A63), have continued to ensure there is a padlocked gate across this Accessway to prevent a cut through from the A63 to Fryston Common Lane and for security purposes. We have always had concerns regarding access and security, and we want to address this concern as part of your proposals for Site 2.

Finally the Accessway has been changed by the landowner (Verity's) since we purchased the farm office (NYK450447) in 2017 from them. This Accessway has been changed by them and now extends around our property in order to link to Fryston Common Lane. I am unsure their deeds allow this. This is not identified on our original deeds or plans we own. It also suggests this new part of the Accessway falls within 30 metres of

our property. On that basis, we would object this being used as an Access point as this should be designated for landscaping and screening. Due to its current proximity to our land, we would fully object to any traffic using this as part of this development plan.

2 Under title number Title number NYK63831, we have

“free passage of water, soil, gas, electricity and communications to and from the Property over the Verity’s Land, together with the right to enter the Verity’s Land for the purpose of repairing, maintaining, cleaning, renewing or disconnecting any of the conduits serving the Property;”

Under title number Title number NYK450447, we have

“a right of taking passage and running services through the necessary Service Apparatus e.g. sewers, drains, channels, pipes, watercourse, gutters, wires, cables, ducts, conduits, laser optical fibres, electronic data or impulse transmission, communication or reception systems and other conducting media and associated equipment”

And,

“a right over the Verity’s Land to enter on such part as may be necessary, on reasonable notice (or without notice in emergency) for the purpose of construction, laying, inspecting, cleaning, maintaining repairing and renewing anything necessary for the proper enjoyment of your rights of access and to pass Services through the Verity’s Land, as well as building and maintaining boundary walls and hedges.”

We have rights to instal cables and conduits throughout the land owned by Verity’s adjacent to our property which you intend to develop as part of Site 2. We understand that cables and conduits cross this land in order to service our property under this title deed and our other two title deeds that form part of our estate.

We have the right to lay these cables and to maintain them. We therefore object to any development on this land on the basis that it would interfere with all cables and conduits currently in existence and the right to access them for maintenance.

We also have wide ranging rights to lay services through the Verity’s’ land and to access the Verity’s land for service and their maintenance.

In addition, there is also a right to mines and minerals on the land. We are continuing to obtain additional advice on this matter and we reserve the right to object to the development on these grounds at a later time.

3 Fryston Common Lane

You (LVS/IGP) have asked me to provide details of rights over Fryston Common Lane. Fryston Common Lane is an adopted highway and as such we have rights of access to our properties under the above titles deeds and NYK366499. This is a very narrow single track road with no passing places. I have raised my concerns and objections to the development of Site 2 in relation to your proposed usage of this road previously in the attached email/ letter dated 6th August 2025.

I have included (as an attached email) my email/letter to you dated 6th August 2025 with my original comments in response the initial consultation phase.

I would like to ensure these comments are accepted as formal feedback, and you acknowledge these as received as such in time for your deadline date of 23.59 on today, 20th November 2025.

Regards

Eliot Grant

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

This e-mail is confidential. It may also be legally privileged. If you are not the addressee you may not copy, forward, disclose or use any part of it. If you have received this message in error, please accept our apologies delete it and all copies from your system and notify the sender immediately by return e-mail. Internet communications cannot be guaranteed to be timely, secure, error or virus-free. The sender accepts no liability for any errors or omissions. The Skills Network Ltd. Abbey Court, 10-16 Benedict Drive, Selby, North Yorkshire, YO8 8RY - Company Number:

DATED

31st October 1988

(1)



and

(2)



TRANSFER of  Monk Fryston
North Yorkshire

TITMUSS SAINER & WEBB
2 Serjeants' Inn
London EC4Y 1LT

Ref: F179/M436-003
Date: 13.10.88
Wp No: D5518

CERTIFIED A TRUE COPY OF THE ORIGINAL DOCUMENT PEARSONS & WARD Solicitors MALTON, YORKSHIRE

H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 1986

TRANSFER OF PART UNDER RULE 72

The Title No. allotted to the
Land transferred will on
registration be officially
entered opposite:

COUNTY AND DISTRICT

NORTH YORKSHIRE - SELBY

PROPERTY:

[REDACTED] MONK FRYSTON

TITLE NO. OF VENDOR'S LAND:

DATE:

1988

PARTIES:

(1) The Vendor: [REDACTED]

Whixley North Yorkshire;

(2) The Purchasers: [REDACTED] and [REDACTED]
[REDACTED]

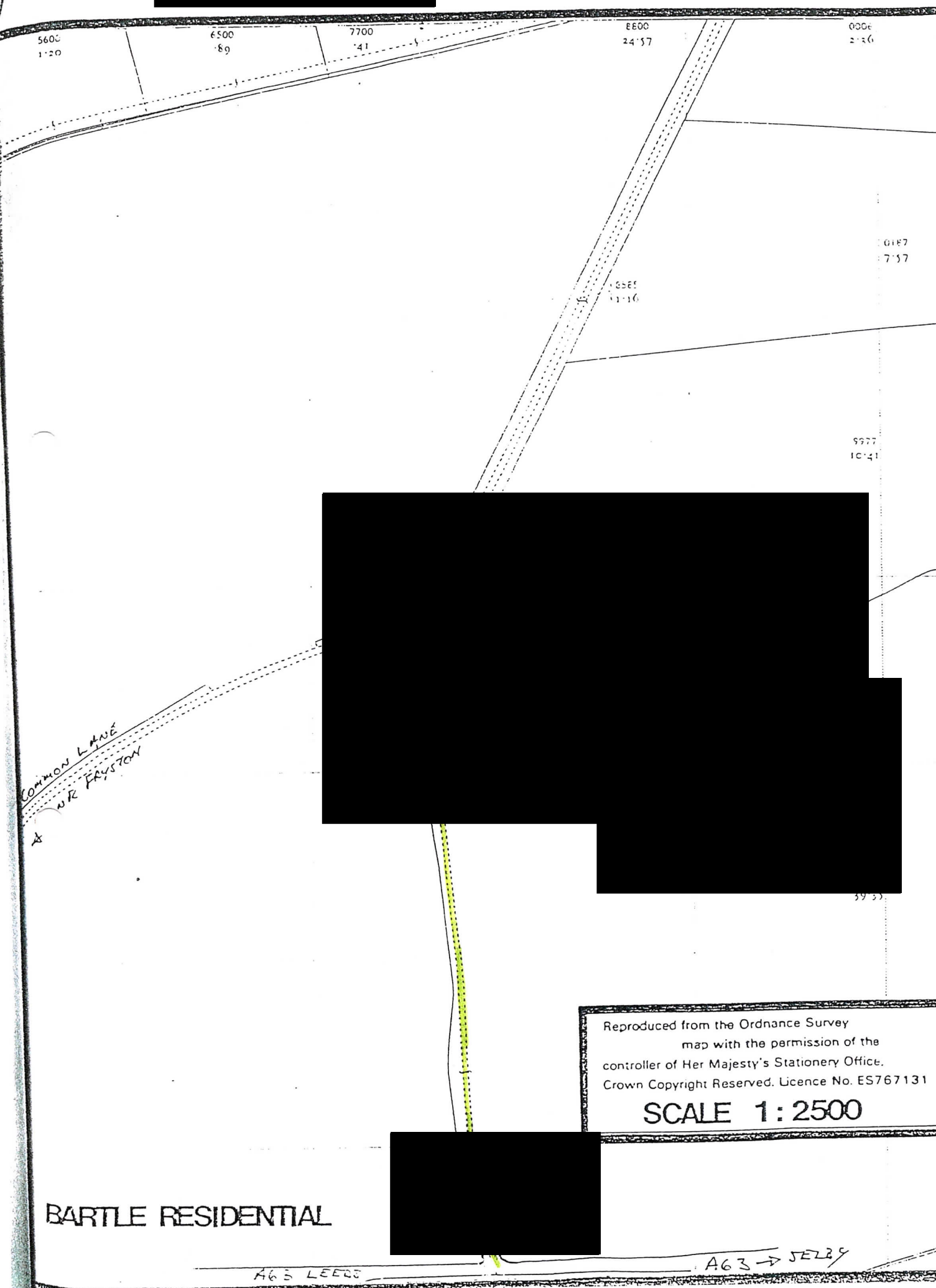
1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this clause and in this transfer the following
expressions shall bear the following meanings:-

- 1.1.1 "The Plan" the plan annexed hereto
(intended to be used for the
purposes of an application to
H.M. Land Registry for first

MONK FRYSTON



- registration);
- 1.1.2 "the Property" the land and buildings known as
[REDACTED] Monk Fryston North
Yorkshire together with part of
O.S. Field Number 9953
comprising approximately 3.64
acres all which said property
is more particularly delineated
and shown edged red on the
Plan;
- 1.1.3 "the Retained
Land" the land owned by the Vendor
(together with other land) at
the date hereof and situate
immediately adjoining to the
Property;
- 1.1.4 "the Documents
List" the list of documents set out
in the sixth schedule;
- 1.2 Interpretation
- 1.2.1 The expression "the Vendor" includes the person or
persons for the time being the owner or owners of
the Retained Land;
- 1.2.2 The expression "the Purchasers" includes the person
or persons for the time being the owner or owners
of the Property;
- 1.2.3 References in this transfer to any clause,
sub-clause or schedule without further designation

shall be construed as a reference to the clause or sub-clause of or schedule to this transfer so numbered;

1.2.4 Paragraph and schedule headings in this transfer are for convenience only and shall not be taken into account in the interpretation of this transfer;

1.2.5 Any provision in this transfer by either party not to do any act or thing shall be deemed to include an obligation not to suffer such act or thing to be done;

1.2.6 Whenever in this transfer there is an obligation imposed upon either party to make a payment then there shall be implied an additional obligation by that party to pay all value added tax due upon that payment;

1.2.7 References in this transfer to a statute shall include any statutory extension or modification or re-enactment of such statute and any regulations or orders made thereunder;

2 RECITALS

The freehold interest in the Property and in the Retained Land is vested in the Vendor free from incumbrances.

3 TRANSFER

The Vendor as beneficial owner transfers her freehold estate in the Property to the Purchasers

for one hundred and eight thousand pounds (£108,000) the receipt of which is acknowledged by the Vendor.

4 RIGHTS

The Property is transferred together with the benefit (for the Purchasers and for the Property and each and every part of the Property) of the rights and matters referred to in the first schedule.

5 EXCEPTIONS AND RESERVATIONS

The Property is transferred subject to the exceptions and reservations set out in the second schedule.

6 SUBJECTIONS

The Property is transferred subject to the matters described in the third schedule only to the extent that these matters:-

- 6.1 exist; and
- 6.2 are capable of affecting the Property; and
- 6.3 are capable of being enforced.

7 COVENANTS

- 7.1 The Purchasers hereby jointly and severally covenants with the Vendor as mentioned in the fourth schedule.
- 7.2 The Vendor covenants with the Purchaser as mentioned in the fifth schedule.

8 DECLARATIONS

8.1 It is hereby agreed and declared the Transfer of the Property shall not include any right to the free passage of light or air through any windows or openings in any building now standing or hereafter to be erected on any part of the Property.

8.2 The Purchasers hereby declare that the survivor of them can give a valid receipt for capital money arising on a disposition of the land.

9 DOCUMENTS

The Vendor as to the documents referred to in the Documents List covenants with the Purchaser that as and when any of the said documents shall come into her possession she will when requested and at the cost of the Purchaser execute a statutory undertaking for the safe custody of such documents.

SIGNED SEALED and DELIVERED)
by the [REDACTED]
in the [REDACTED]

SIGNED SEALED and DELIVERED)
by [REDACTED] in the)
presence of:-)
[REDACTED]

SIGNED SEALED and DELIVERED
by [REDACTED]
i [REDACTED]

W
I
T
H
J

honor

code

for

THE FIRST SCHEDULE

Rights

- 1.1 The right to the free passage of water soil gas electricity and telecommunications to and from the Property through the conduits (if any) in upon or under the Retained Land;
- 1.2 The right for the Purchaser and those authorised by them at all reasonable times to enter the Retained Land for the purposes of repairing, maintaining, cleaning, renewing or disconnecting any conduits which serve the Property exclusively (after giving reasonable notice except in an emergency);
- 1.3 The right to pass with or without vehicles over and along the track or way coloured green on the Plan for the purpose of gaining access to and egress from the Property to and from the A63 Leeds to Selby Road and to and from Common Lane Monk Fryston.
- 1.4 A right of access (with or without vehicles) over and along a strip of land 12 feet wide along the north side of the concrete pad adjacent to the House (which said strip of land is shown for the purposes of identification only coloured blue on the Plan);
- 1.5 A right of access along a strip of land six feet wide on the north side of the Potato store for the

purpose only of maintaining the northern boundary wall and the roof of the Potato store and which said strip of land is shown for the purpose of identification only coloured yellow on the Plan.

THE SECOND SCHEDULE

Excepted and reserved rights for the Retained Land

- 1.1 The right to the passage of water and soil through any pipes now or hereafter to be laid in the Property from the Vendor's Retained Land to the septic tank on the Property;
- 1.2 The right to the passage of water through any land drains now in the Property with the right to enter upon the Property for the purpose of inspecting maintaining repairing cleaning or renewing the same the Vendor making good any damage caused thereby;
- 1.3 The right to make maintain and renew and to connect to all existing services of water electricity and foul drainage with the right to enter upon the Property for such purpose the Vendor making good any damage caused thereby and paying a fair proportion according to user of the cost of maintaining any such services which supply both the Vendor's Retained Land and the Property.
2. The full and unrestricted right at any time hereafter and from time to time to erect or permit to be erected any buildings or other erections and to alter any building or other erection now standing or hereafter to be erected on any part of the Retained Land adjoining the Property in such manner as to obstruct or interfere with the passage and access of light and air to any building which

is or may be erected upon any part of the Property and so that all privileges of light and air now or hereafter to be enjoyed over any part of the adjoining Retained Land by or in respect of the Property shall be deemed to be so enjoyed by the licence or consent of the Vendor and not as of right

THE THIRD SCHEDULE

Subjections

1. The exception and reservation of mines and minerals contained or referred to in a Conveyance dated the first day of June 1954 and made between [REDACTED]
[REDACTED]
2. A Deed of Grant dated 19th April 1967 ad made between (1) [REDACTED] and (2) Central Electricity Generating Board.

THE FOURTH SCHEDULE

Purchaser's covenants

- 1 The Purchasers hereby jointly and severally covenant with the Vendor as follows:-
 - 1.1 within three months after the date hereof (but not earlier than completion of harvesting of the crop) to erect to the satisfaction of the Vendor's Agent and thereafter to maintain a stockproof boundary fence to all boundaries indicated by an inward "T" on the Plan with gates of a type and in such positions only as may be approved by the Vendor or her Agent
 - 1.2 within two months after the date hereof to intercept the water supply and at their own cost to provide and thereafter maintain a water meter in a position to be agreed with the Vendor's Agent the Purchasers having the right to enter onto the Vendor's Retained Land for such purpose but making good any damage caused thereby
 - 1.3 to maintain and keep in good repair the septic tank on the Property the Vendor contributing a proportion of the cost of maintaining the same according to user
 - 1.4 not at any time to obstruct or interfere with the rights of way hereby granted
 - 1.5 to preserve in good condition any land drains which may cross the Property and not to build over the

same without the written consent of the Vendor

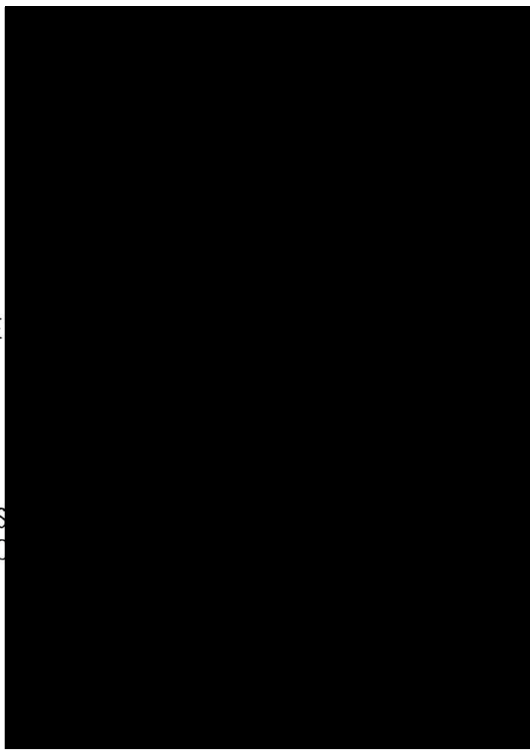
THE FIFTH SCHEDULE

Vendor's covenants

1. The Vendor hereby covenants with the Purchasers to pay on demand to the Purchasers a proportion of the cost maintaining and keeping in good repair the septic tank on the Property according to user.

THE SIXTH SCHEDULE

The Documents List

<u>Date</u>	<u>Document</u>	<u>Parties</u>
10.10.1944	CONVEYANCE	
01.06.1954	CONVEYANCE	
08.03.1963	CONVEYANCE	
2.10.1970	DEED OF RELEASE	
01.09.1973	DEED OF GIFT	
02.07.1980	HM LAND CHARGES SEARCH CERTIFIC	
30.06.1980	LEGAL CHARGE	

Eliot Gra [REDACTED]

Light Valley Solar

Eliot Grant

Dear Planning Inspectorate

Further to my written representation, please find attached the following photos to support the commentary:

Batch 1(of 7):

Photos which show views across Site 2 from rooms in [REDACTED]



Thank you and best regards

Eliot Grant



Selby Road







Monk Fryston



Ref No: 2075_1052482001_16131_1032

Batch 2 (of 7):

Photos which show views from the garden at [REDACTED] across Site 2:



Thank you and best regards

Eliot Grant



Ref No: 2075_1052482001_16131_1032

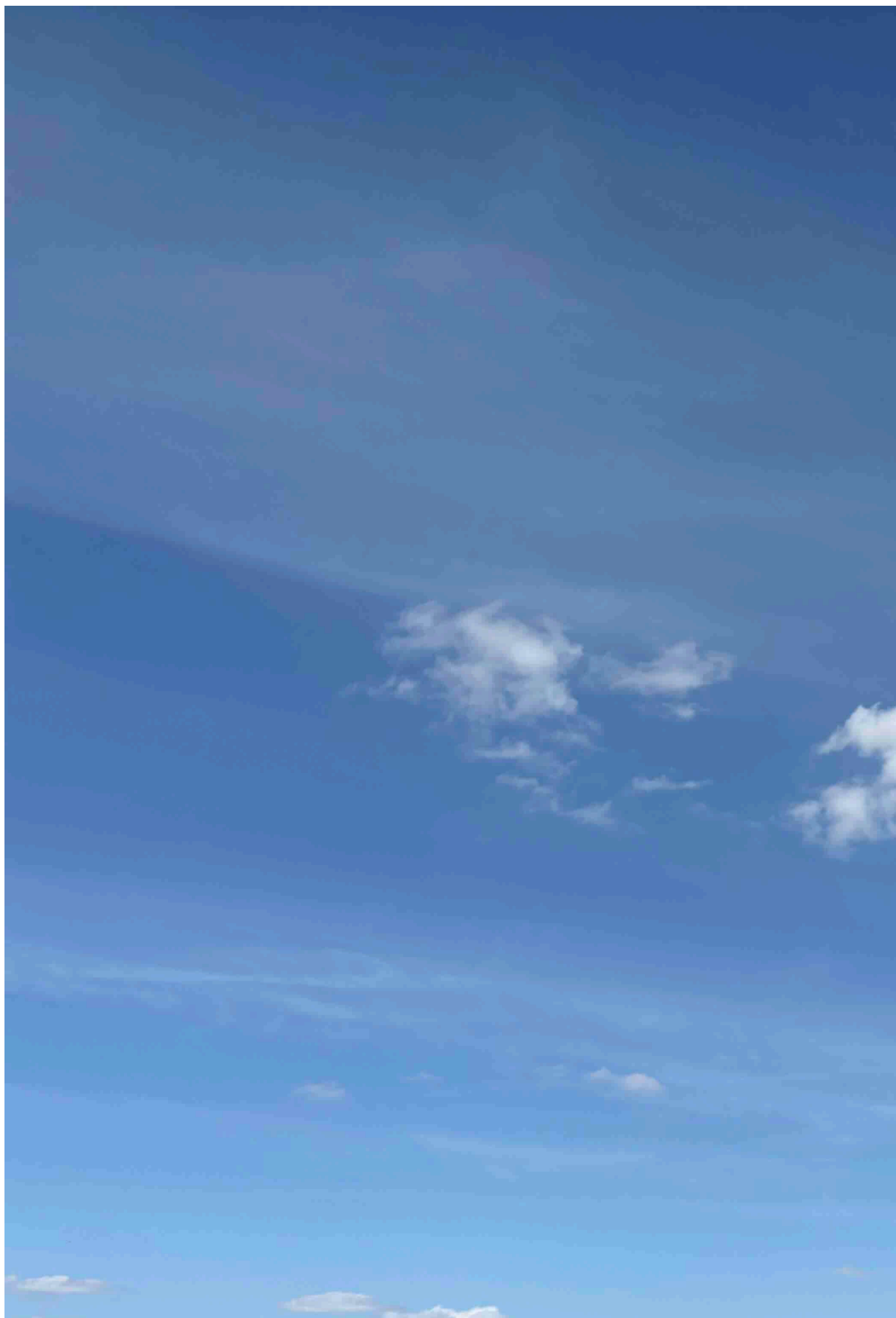












Further to my written representation, please find attached the following photos to support the commentary:









Batch 3 (of 7):

Photos which show views of the extent of the arable land proposed for Site 2:



Batch 4 (of 7):

Photos which relate to this section of Fryston Common Lane and the adjacent fields 13-035 and



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Thank you and best regards

Eliot Grant



Ref No: 2075_1052482001_16131_1032

Batch 5 (of 7):

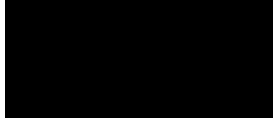
a) photo which show access on A63 at 13g



b) photo showing the condition of the farm track



c) photos showing barrier/gate at the dyke on the farm track



Thank you and best regards

Eliot Grant

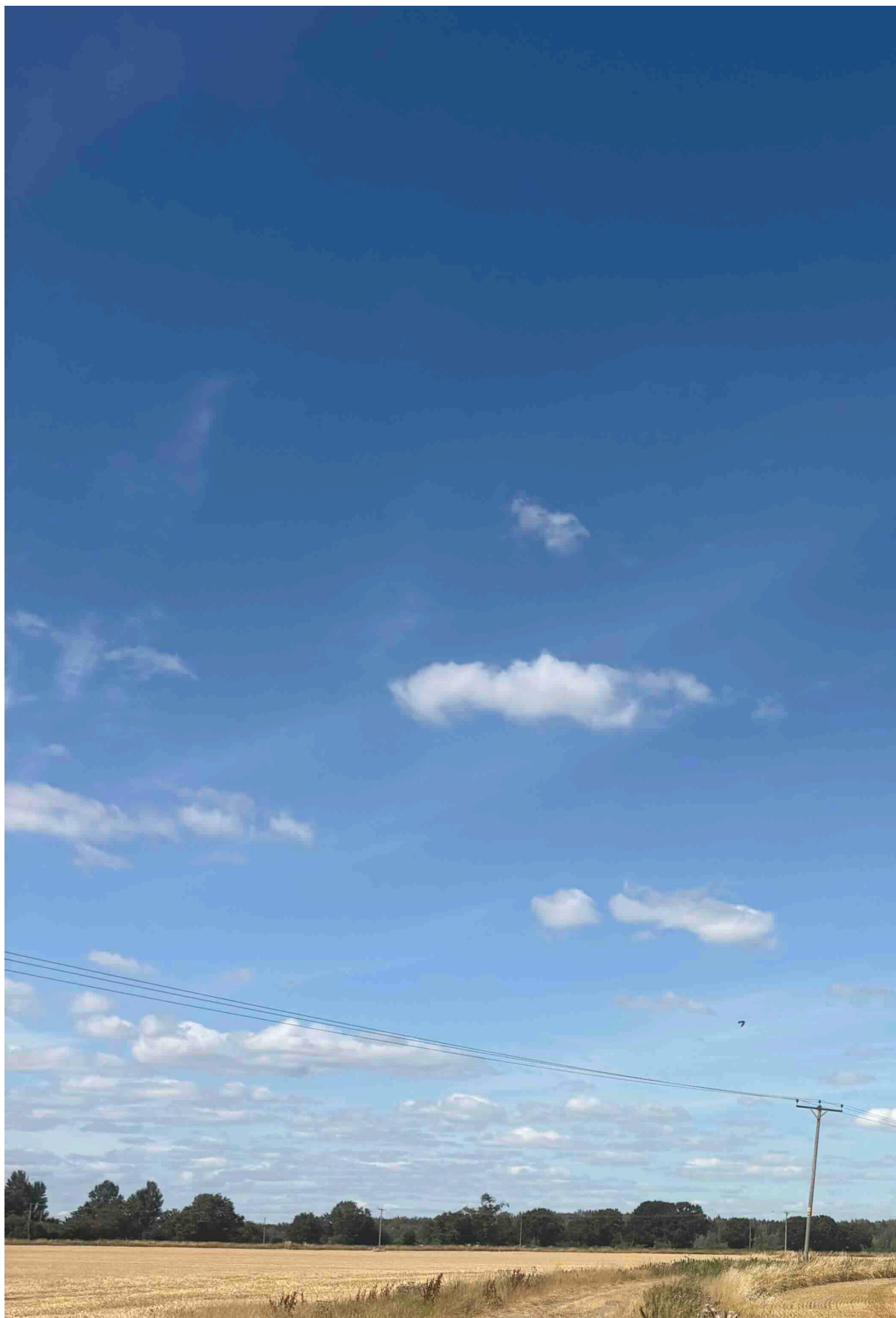


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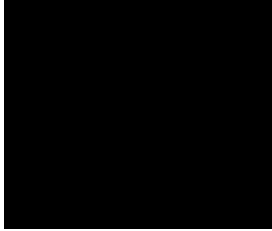






Batch 6 (of 7):

Photos which show the close proximity to our boundary of the current farm track that is proposed to be used by the Applicant



Thank you and best regards

Eliot Grant



Ref No: 2075_1052482001_16131_1032

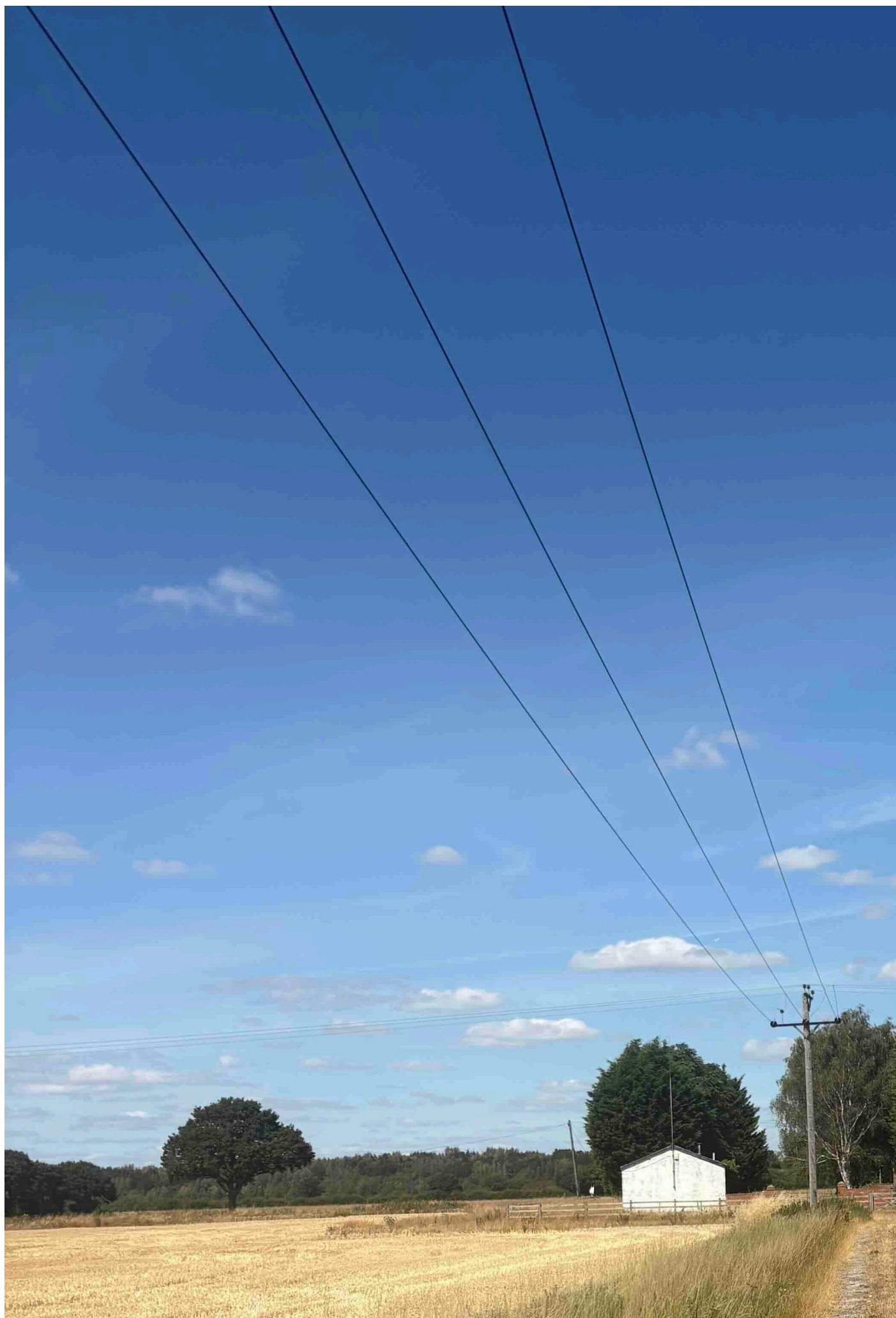






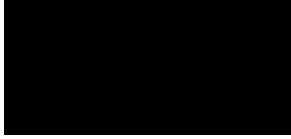






Batch 7

Photos of the proposed Access Point 13h - currently closed off using temporary bollards



Thank you and best regards

Eliot Grant



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