SUBMISSION OF WRITTEN REPRESENTATION – MARTIN PASHLEY (AFFECTED PERSON) – INTERESTED PARTY REF: [redacted] – APPLICATION REFERENCE: EN0110020

Christopher Leahy<[redacted]>

Whitestone Solar

[redacted]

Subject: SUBMISSION OF WRITTEN REPRESENTATION – [redacted] (AFFECTED PERSON) – INTERESTED PARTY REF: [redacted] – APPLICATION REFERENCE: EN0110020

Dear Whitestone Case Team,

I am writing to you as Christopher Leahy, the designated Lead Representative for the Morthen Lane Affected Residents Cluster (Group Ref: [redacted]).

Under our formal group mandate, and at the express request of the Affected Person, I am submitting the text below directly into the Examination Record on behalf of Martin Pashley (Absolute Freehold Owner-Occupier of [redacted] and Protected AHA Succession Tenant, Interested Party Ref: [redacted]).

Please ensure this submission is formally registered against Martin Pashley's individual Affected Person profile. Please note that Section 5 of this text contains an explicit invocation of his statutory right to speak at the upcoming Compulsory Acquisition Hearing (CAH) under Section 92 of the Planning Act 2008. Attached to this email is a single combined PDF document (Appendix 1) containing the official historical tenancy and succession records supporting this case, together with the Land Plan Sheet 8 of 29 (Appendix 2)

DEVELOPMENT CONSENT ORDER EXAMINATION

APPLICATION REFERENCE: EN0110020 (WHITESTONE SOLAR FARM SCHEME)

WRITTEN REPRESENTATION SUBMITTED BY MARTIN PASHLEY (AFFECTED PERSON)

1. THE DUAL INTEREST CAPACITY OF THE AFFECTED PERSON AND THE "VACANT POSSESSION" BASAL FICTION

1.1 This Written Representation is submitted by Martin Pashley, who holds a highly critical dual legal interest directly impacted by the Proposed Order Limits:

As Freehold Owner (Plot 8-23): He is the absolute freehold owner-occupier of [redacted] (comprising his agricultural dwelling and commercial equine livery yard) situated directly adjacent to Morthen Road, and a registered Category 1 interest holder of highway land parcel Plot 8-23 (Ref: EN0110020/APP/4.3).

As Protected Agricultural Tenant (Plot 8-24): He is the lawful succession agricultural tenant holding absolute security of tenure under the Agricultural Holdings Act (AHA) 1986 over the adjacent field parcel designated as Plot 8-24.

1.2 The Applicant's Land and Rights Negotiations Tracker records that an Option Agreement was secured with a third-party estate freeholder, [redacted], in July 2025. The Applicant explicitly states within the tracker's narrative that they have secured the necessary rights across this sector, asserting that the land will be delivered with "vacant possession" and that no direct negotiations with the Affected Person are required at this stage.

1.3 This entry constitutes a severe failure of diligent inquiry, an operational fiction, and a profound misrepresentation of land title boundaries. In reality, under the established legal property presumption of ad medium filum viae, Martin Pashley's adjacent freehold title dictates that he owns the freehold highway subsoil up to the middle line of Morthen Road directly fronting his property (Plot 8-23). Concurrently, his unbroken 1985 and 1993 AHA statutory succession agreements protect his tenancy over the adjacent field parcel (Plot 8-24), meaning a third-party landlord possesses zero power to contractually grant an un-consented land resumption or voluntary easement over his holding.

1.4 A private third-party estate has absolute zero power to contractually grant a voluntary option or execute a "vacant possession" clearance over highway subsoil held in fee simple by an independent owner, nor can they evict or undermine a protected AHA succession tenant. Any unauthorized execution of engineering, boundary hedgerow removal, or industrial traffic works across this footprint without the express written consent and contractual agreement of Martin Pashley constitutes an actionable civil trespass.

2. THE SECTION 122 PROPORTIONALITY PARADOX AND DEFEAT OF CA POWERS

2.1 Because the private option agreement with the third-party estate is completely toothless over Martin Pashley's freehold subsoil holding and protected tenancy boundaries, the Applicant has requested sweeping Compulsory Acquisition powers over both Plots 8-23 and 8-24 in the draft DCO to forcibly seize his property and tenancy rights.

2.2 Concurrently, to insulate their land acquisition model from public scrutiny, the Applicant omitted Martin Pashley's name from the tracker entries for these plots, shading the tracker lines green under the freeholder's name to indicate a complete agreement. Where comparable interest holders appear in the tracker framework, they are shaded "White" to denote that “Agreement is not required with an Affected Person to deliver the Proposed Development.”

2.3 Under Section 122 of the Planning Act 2008, compulsory acquisition powers can only be lawfully granted if the promoter demonstrates the strict test of proportionality and engineering necessity.

2.4 By formally declaring on their own tracking register and application preambles that an agreement with highway subsoil owners and agricultural frontagers is "not required" to deliver the scheme, the Applicant has legally conceded that their project can function perfectly well without any negotiated hold, clearance, or restriction over his interest.

2.5 The Applicant cannot claim a land interest is so irrelevant that an agreement is "not required", while simultaneously asking the state to execute an aggressive compulsory seizure because it is an "engineering necessity". Furthermore, the Applicant's open statement that highway subsoil interests will be seized via compulsory powers without negotiation or the payment of compensation represents an abusive distortion of statutory powers. The requested Compulsory Acquisition powers over Plots 8-23 and 8-24 fail the strict test of Section 122 and must be rejected in full.

3. STATUTORY NOTICE DEFEAT VIA THE "CHANGE 5A" TARGETED CONSULTATION OMISSION

3.1 The Applicant's administrative non-compliance is further consolidated by a fatal procedural breach regarding the late-stage "Change 5a: Road Safety South of Wickersley" targeted consultation (conducted 4 March – 3 April 2026).

3.2 In Part 1 of the Applicant's official DCO Book of Reference [Document Ref: EN0110020/APP/4.3], Martin Pashley is explicitly listed as a Category 1 Interested Party under "Freehold or Reputed Freehold Owners" for Plot 8-23, specifically defined as holding a legal interest "in respect of subsoil to half width of highway" along Morthen Road, directly adjacent to his registered agricultural tenancy boundaries on Plot 8-24.

3.3 The Applicant's late-stage "Change 5a" design variation introduces an expansion of the Proposed Order Limits directly along this section of Morthen Road (designated as cross-hatched Area 5a) to clear highway visibility splays, execute roadside engineering, and remove substantial swathes of native hedgerows fronting his holding.

3.4 In a formal response from Senior Surveyor [redacted] dated 3 July 2026, the Applicant explicitly attempted to justify the complete exclusion of the Morthen Lane Cluster from this cycle by asserting: "For the purposes of the targeted consultation, consultation was only undertaken with those parties identified as having an interest in the land affected by the change, in accordance with Sections 42(1)(d) and 44 of the Planning Act 2008."

3.5 This defense is factually and geographically undone by the Applicant's own DCO submission. Because the cross-hatched land take for Change 5a sits directly on top of

the highway subsoil footprint officially allocated to Martin Pashley under Plot 8-23, and directly impacts the operational parameters of his adjacent tenancy boundaries on Plot 8-24, he was a mandatory statutory consultee for this boundary expansion. Failing to serve a statutory Section 42 notice upon him constitutes a clear, non-curable violation of Section 42(1)(d) and Section 44 of the Planning Act 2008. The targeted consultation baseline for Change 5a is legally void.

4. MATERIAL FAILURES OF STATUTORY DILIGENT INQUIRY

4.1 This operational non-compliance is finalized by the Applicant's post-acceptance Section 56 notice delivery, which was dispatched to Martin Pashley at an obsolete historical family address [redacted]).

4.2 This document marks the first piece of project correspondence Martin Pashley has ever received from the Applicant, proving he was completely blacked out from all pre-application Section 42 consultation cycles, in direct violation of the Gunning Principles.

4.3 Because the Applicant held Martin Pashley's primary data on Ardent's desks since early 2024 via early land questionnaires, the use of an obsolete historical address proves a deliberate strategy of non-disclosure to protect their private estate option deal. The Applicant cannot demonstrate "diligent inquiry" under Section 44, and the DCO must be refused.

5. EXPLICIT INVOCATION OF STATUTORY RIGHT TO SPEAK AT THE COMPULSORY ACQUISITION HEARING

5.1 As a registered Category 1 Interested Party and Affected Person with a documented freehold title, highway subsoil holding, and protected agricultural tenancy over Plots 8-23 and 8-24, Martin Pashley hereby explicitly invokes his statutory right under Section 92 of the Planning Act 2008 to attend and give oral evidence at the Compulsory Acquisition Hearing (CAH).

5.2 Oral representation will be delivered by Martin Pashley, supported by his designated Lead Representative and provisionally appointed professional land agents, to directly challenge the justification, proportionality, and compelling public interest case of the requested land take, specifically highlighting the Section 122 tracking contradictions, the bypass of his AHA tenancy on Plot 8-24, and the Section 42 notice failures detailed in this submission.

Christopher Leahy (On behalf of Affected Person Martin Pashley via Group Mandate)

Date: 2 November 2026 (Pre-Notice Submission prior to Deadline 1 on 24 November 2026)

FIRST SUCCESSION TENANCY.

1. **An Agreement** made the Twenty Second day of July
One thousand nine hundred and Eighty Five (1985)
Between [redacted] hereinafter called "the Landlords" by
a member of the firm of SMITHS, [redacted]
as Agent for and on behalf of the Landlords of the one part and
[redacted]
hereinafter called "the Tenant" which expression shall include his executors and administrators where the context so admits of the other part.

2. The Landlords (subject and excepting and reserving as hereinafter mentioned) agree to let and the Tenant agrees to take all that land with the buildings if any standing thereon together hereinafter called "the holding" situate in the Parish of Wickersley
in the County of South Yorkshire and containing 18.06 Acres,
or thereabouts as more particularly set out in the Schedule hereto which said holding by way of identification only is delineated on the plan hereto attached and thereon verged Red
from the Second day of February 1986 from year to year determinable at the end of any year by not less than twelve calendar months notice in writing given by either party to the other.

3. The Rent to be [redacted] per annum
payable by two equal half yearly payments on the First day of August
and the Second day of February
the first payment to be made on the First day of August, 1986
and the last half yearly payment to become due and payable on the Eleventh
day of November preceding the termination of the tenancy.

EXCEPTIONS AND RESERVATIONS BY THE LANDLORDS

4. The exceptions and reservations above referred to comprise :—

(*a*) All minerals timber and timber-like trees and underwood with full powers (including power to let down the surface) to win work and carry away the said minerals to cut take away preserve and renew the said timber and underwood the tenant being paid reasonable compensation for all damage occasioned to him by the exercise of such powers.

(*b*) The right to enter upon the holding for inspecting the condition thereof or for any of the purposes of this clause or any other reasonable purposes.

(*c*) (Subject to the Ground Game Acts of 1880, and the Ground Game (Amendment) Act, 1906) all game wild fowl woodcock snipe (including the nests and eggs of the same) hares rabbits foxes and fish with the exclusive right of preserving hunting coursing shooting sporting and taking the same and of authorising others to do so.

(*d*) The benefit of all existing or future wayleave and other contracts entered into by the landlords and all rents and other monies (if any) payable thereunder.

AGREEMENTS BY THE LANDLORDS

5. The Landlords agree :—
To pay landlords property tax landlords drainage rate and tithe redemption annuities.

6. To accept the liability as to the maintenance and repair of the fixed equipment of the holding assigned to the landlord by the Agriculture (Maintenance, Repair and Insurance of Fixed Equipment) Regulations, 1973, and any subsequent statutory modification thereof.

7. On the tenant quitting the holding and having observed and performed the stipulations on his part contained in this Agreement to pay the tenant subject to and after setting off any sum or sums due to the landlords for rent or otherwise under or by virtue of this agreement for the matters and things and in the methods set forth in the Agriculture (Calculation for Value for Compensation) Regulation 1972, or any subsequent statutory modification thereof.

AGREEMENTS BY THE TENANT

8. To pay all taxes rates charges tenant's drainage rates and other outgoings (except those above mentioned) now or hereafter to be assessed on the holding or made payable by the landlords or tenant or otherwise in respect thereof.

9. To accept the liability as to the maintenance and repair of the fixed equipment of the holding assigned to the tenant by the Agriculture (Maintenance, Repair and Insurance of Fixed Equipment) Regulations, 1973, and any subsequent statutory modification thereof.

10. In a workmanlike manner to keep all hedges properly plashed laid or trimmed and gapped up with quick properly protected against damage according to the best practice known in the district.

11. Not to commit waste.

12. To manage and cultivate the land in a good and husbandlike manner as defined in Section 11 of the Agriculture Act, 1947, and to maintain the same clean and in a good state of cultivation and fertility and in good condition and so as not to injure or deteriorate the land and so leave it at the termination of the tenancy.

13. Not to sell off any hay straw roots or green crops at any time without bringing back a sufficient quantity of artificial or other manures to be approved by the landlords or their agents in writing.

14. Not to underlet or assign the whole or any part of the holding nor the keeping.

15. To pay the landlords on demand the amount payable or to become payable by the landlords to the outgoing tenant in respect of the holding (other than any sum or sums agreed to be paid or awarded to the outgoing tenant in respect of compensation for damage by game or in respect of compensation for disturbance) without deducting therefrom any amount payable or to become payable by the outgoing tenant and also to pay to the landlords on demand the amount of any costs or expenses incurred by the landlords in respect of any valuation or arbitration or otherwise in ascertaining such amounts.

16. To give immediate notice to the landlords or their agents of any encroachment on the holding.

[redacted]

Not to nail fencing to trees nor otherwise to damage timber or timberlike trees.

Not to allow any advertisements to be posted on any part of the holding nor any boards or hoardings for advertising purposes to be erected on any part of the premises by any person other than the landlords or persons authorised by them.

[redacted] To use the holding for agricultural purposes only which shall be deemed to include within the buildings to be erected by the tenant in accordance with special clause 5 of this Agreement, for the intake, housing and distribution of waste food products for consumption by livestock.

Not without the consent in writing of the landlords or their agents to use the holding or any part or parts thereof nor permit the same to be used for in or in connection with bathing by the public or as a ground for camping or for the parking of vehicles or for the purpose of dog or other racing or coursing.

22. Not to permit any livestock for the time being on any part of the holding to be treated in such a manner as to be caused unnecessary pain or unnecessary distress and to comply with any regulations and to have regard to the provisions of any Code or recommendation for the welfare of livestock issued under the authority of any Statute relating to the welfare of livestock.

23. That if the said [redacted] shall die during the continuance of the tenancy his executors or administrators or other person or persons in whom the legal estate in the tenancy is vested immediately after his death shall within one calendar month of his death give notice in writing to the Landlords or their Agents of such death and the date thereof.

GENERAL CONDITIONS

24. The holding shall not be recognised or treated as a market garden and nothing herein contained shall be deemed or taken to be a consent by the landlords within the meaning of the Agricultural Holdings Act 1948 to an improvement for which a tenant is entitled to claim compensation under that Act.

25. The landlords shall be entitled to damages in respect of any breach of the covenants of this agreement or for any neglect to cultivate the land in accordance with the rules of good husbandry and any sum due or to become due to the landlords under this agreement or otherwise shall be deducted from any sum awarded to be paid by the landlords or their incoming tenant to the tenant or be recoverable otherwise as the landlords may deem fit.

26. The tenant to be entitled to compensation for all improvements except as aforesaid whether paid for by him at the time of entry or executed by him during the tenancy according to the Agricultural Holdings Act 1948.

27. In case the tenant becomes bankrupt or compounds with his creditors or deserts the holding or makes any assignment of or parts with the possession of the holding or any part thereof without consent in writing or is more than 30 days in arrear of rent the landlords or their agents may without notice enter and take possession of the whole of the holding and the tenancy shall thereupon terminate.

28. It shall be lawful for the landlords at any time or times on giving three calendar months notice of their intention to resume possession of the holding or any part thereof for some specified purpose other than the use of the land for agriculture to enter and resume possession of and determine the tenancy as to or grant any easement wayleave or other right in respect of the holding or any part thereof for the purposes specified in the said notice including the laying or construction of drains sewers and gas water or electricity mains.

As witness the hands of the said parties her[redacted]

Witness to the Signature of the said [redacted]

Signature of Witness [redacted]

Address [redacted]

Occupation [redacted]

THE SCHEDULE hereinbefore referred to

No. on Ordnance Map Sheet 19 Edition	*Description*	*Approximate Area*			
		Permanent Grass	*Arable*	*Other*	*Total Area*
[redacted]					2.18. 3.23. 3.53. .27. 1.77. 7.08. 18.06.
	Field off Sledgate Lane added to tenancy in 1991 - 1.421 acres.				

(227)

(7)

Dated 22nd July 1985

[redacted]

and

[redacted]

Wickersley Estate

Counterpart.

Agreement

for

at [redacted] situate

in the County of

South Yorkshire.

Special Clauses.

1. By a Tenancy Agreement dated the 21st day of November,1938 and made between [redacted] of the one part and [redacted] (hereinafter called "The Deceased Tenant") of the other part the Landlord let the holding known as Sycamore Farm to the Deceased Tenant as tenant from year to year.

2. The Deceased Tenant died on or about the 5th day of May, 1984 and an application was thereafter made by the Tenant pursuant to the provisions of section 20 of the Agriculture (Miscellaneous Provisions) Act 1976 to the Agricultural Land Tribunal. The Tenant was the sole applicant.

3. The Landlord has agreed with the Tenant to grant the tenancy herein referred to (being a tenancy of land the whole of which was comprised in the holding known as [redacted] upon the terms and conditions herein appearing and it has been agreed between the parties hereto that the grant of such tenancy shall come within the provisions of section 18(4) (e) (ii) of the said Act and it shall therefore constitute the first new tenancy by succession.

4. It is hereby agreed between Landlord and Tenant that, since this tenancy is granted as a First Succession Tenancy under the Agriculture(Miscellaneous Provisions) Act, 1976, Section 2(1) of the Agricultural Holdings Act 1984 does not apply.

5. It is hereby agreed between the Landlord and Tenant that the Tenant may erect a timber four bay dutch barn, a timber general purpose shed, and a timber garage/ Workshop in O.S. 2793 at his own cost and that all these buildings shall be treated as tenants fixtures under S.13 of the Agricultural Holdings Act 1948, provided that they are maintained by the Tenant to the Landlord's approval and removed at the end of the tenancy if so required by the Landlord.

[redacted]

THIS AGREEMENT dated is made the 2nd day of December 1993 between:-

(1) The Landlord [redacted] (as Tenant for Life of the [redacted]) of [redacted]

(2) The Tenant **MARTIN PASHLEY** of [redacted]

1 BY an Agreement dated 22nd July 1985 between the Warde-Aldam (1954) Trustees (1) and [redacted] (2) ("the Agreement") the holding described in the Agreement was let to the said [redacted] on the terms therein contained

2 THE said [redacted] died on 13th August 1993 and Notice to Quit was served upon his Personal Representatives on 9th November 1993

3 THE Landlord agrees to let and the Tenant agrees to take the said holding at a rent of [redacted] per annum but otherwise on the same terms and subject to the same exceptions reservations provisions and conditions as if the Agreement had been made between the Landlord and the Tenant

4 THE Landlord agrees to comply with the agreements by the Landlord in the Agreement and the Tenant agrees to comply with the agreements by the Tenant in the Agreement

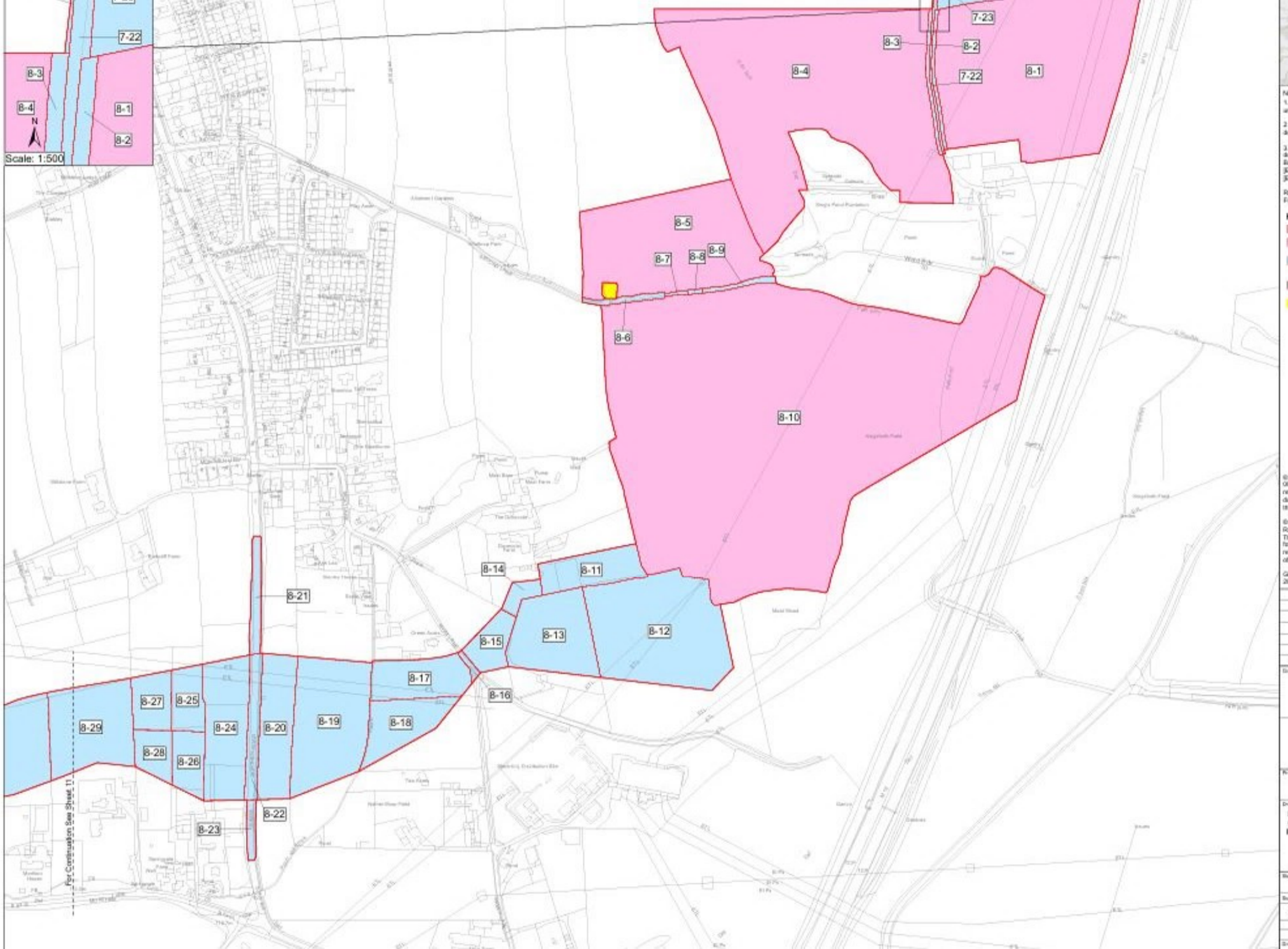
5 THE Landlord consents to the Tenant carrying on the business of a haulage contractor from the holding

SIGNED by [redacted])
on behalf of the Landlord in)
the presence of:-

[redacted]

[redacted]

SIGNED by **MARTIN PASHLEY** in)
the presence of:-)





Notes

1. All dimensions, chainages, levels and co-ordinates are in metres unless stated otherwise.

2. This drawing is to be read in conjunction with all other relevant documentation.

3. These Land Plans should be read in conjunction with other plans and documents in this application for development consent, in particular the Book of Reference [EN011020/APP/4.3], Statement of Reasons [EN011020/APP/4.1] and the draft Development Consent Order [EN011020/APP/3.1].

Regulation 5(2)(i) - Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009

KEY

- Order Limits
- Land to be acquired permanently
- Land to be used temporarily and rights to be acquired permanently
- Land not subject to compulsory acquisition or temporary possession
- Land outside the Order Limits

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Revision	Date	Description of revision
02	27/10/2026	PROCEDURAL DEADLINE
01	03/09/2026	DCO SUBMISSION

Client: WHITESTONE solar farm

Designer: Ardent

Project: WHITESTONE SOLAR FARM

Drawing Title: LAND PLAN IN ACCORDANCE WITH REGULATION 5(2)(i) OF THE INFRASTRUCTURE PLANNING (APPLICATIONS: PRESCRIBED FORMS AND PROCEDURE) REGULATIONS 2009

SHEET 8 OF 29

Status	Revision
DCO APPLICATION	02
	Date: 27/10/2026
Scale: 1:2,500 @ A1	Spatial Reference System: British National Grid

0 25 50 100 150 200 250 300 Metres

Drawn By	Checked By	Approved By
JM	LDB	JD

Drawing reference: