

The Planning Inspectorate

(By email only to: norwichtotilbury@planninginspectorate.gov.uk)

26 February 2026

Dear Sirs

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NORWICH TO TILBURY PROJECT (EN020027)
WRITTEN REPRESENTATION DEADLINE 1 – 26 FEBRUARY 2026
INTERESTED PARTY: BRICE FAMILY
UNIQUE REFERENCE NUMBER: NOT KNOWN

I write on behalf of (1) Oliver Brice, and (2) ORB Projects Limited (together: The Brice Family) (“the Client”) in respect of the matter detailed above to addresses the significant adverse impacts arising from the Development Consent Order (DCO) in its current form and set out the Client’s reasons for objection.

Engagement with the Applicant, National Grid Electricity Transmission (NGET), dates back to meetings including a public event held at Witham Public Hall on 14 May 2024. During these discussions, concerns were raised regarding the solar Option Area. NGET initially indicated that no tower bases would be located within the Option Area. However, upon reviewing the submitted DCO documents, the Client has identified that Tower Base TB94 is now located squarely within that area. This represents a substantial and unexplained change, one did not communicate directly to either the Client or their appointed agent.

The Brice landholdings subject to the DCO comprise the following: -

1. The freehold land owned by Mr Oliver Brice held as registered title under Title EX381995 and extending to approximately 265.43 hectares, is actively managed Grade 2 farmland integral to the ongoing viability of the farming business and is unaffected by third-party development rights.
2. The land property owned freehold by ORB Projects Limited and forming part of Title AA68365, extends to approximately 31.02 hectares and is subject in its entirety to a 2025 Solar Option Agreement and draft Lease in favour of Parkgate Farm Solar Ltd. This land benefits from planning permission granted on appeal on 15 December 2023 (APP/Z1510/W/23/3325681), and construction of the solar scheme is scheduled to begin in 2026.

In addition, mineral rights are owned by Hanson Aggregates (Heidelberg Materials) across both aforementioned Titles and where the estimated resource is between 7.9 and 24 million tonnes of sand and gravel. The DCO materially affects surface land above these minerals and is detrimental to any future ability to win these minerals

The 2025 Solar Option Agreement imposes extensive rights and obligations upon the landowner. These include exclusive rights for the solar developer to enter the land and undertake surveys, the right to take a 40-year lease, defined access rights, solar irradiation protection requirements, rights to construct cable corridors and new access roads, and various prohibitions on activities or grants of rights that may affect or interfere with the delivery of the solar scheme. These obligations also include prohibitions on granting any rights to third parties that may conflict with the solar development and restrictions preventing the landowner from undertaking activities that could

interfere with the project. The DCO, in its current form, would place the landowner in immediate breach of multiple contractual obligations within the Option Agreement.

The central objection arises from the positioning of Tower Base TB94 within the consented solar Option Area. This fundamentally conflicts with the consented solar development by sterilising land essential to its construction and operation. It risks rendering the solar scheme unviable, forces the landowner into breach of binding contractual obligations, contradicts national planning policy which seeks to accelerate renewable energy deployment, and directly conflicts with previous assurances from NGET that no such base would be located within this area.

Further objections arise from the Applicant's failure to consider existing legal and contractual commitments. The Environmental Statement and Land Plans do not assess the Option Agreement, the planned solar site layout, access corridors, cable routes, or sterilised land buffers. This omission invalidates the land rights assessment and fails to account for commitments that have legal effect. In addition, Hanson Aggregates, the mineral owner beneath AA68365, has not been consulted despite the significant potential sterilisation of mineral resources and associated financial and legal consequences. This raises concerns regarding the adequacy of the Book of Reference and the fairness of the consultation process.

The Client also remains concerned about the absence of soil management proposals. These include a lack of methodology for soil handling, inadequate assessment of subsoil compaction risks, and no appraisal of potential drainage disruption that could significantly impact farming operations. Similar concerns arise from the Applicant's failure to provide detailed rights sought, having instead issued only generic Heads of Terms with no clarity regarding easement widths, access routes, construction requirements, enabling works or utilities diversions. This lack of detail prevents the Client from meaningfully evaluating the proposal or understanding the full implications of compulsory acquisition or temporary possession.

In their Rule 8 Letter, The Examining Authority has emphasised the Examiner's expectation for meaningful and adequate engagement. The Client is of the opinion that the Applicant has not met the standard of meaningful, timely, and effective engagement required under the Planning Act 2008. This is because, the submission of the Application for an Order Granting Development Consent, the Client has received no meaningful engagement from the Applicant. I draw the Examiners attention to the site specific reference to TB94 below, in which the Client has not been made aware of whether the Applicant can mitigate its impact on the affected land, or any explanation as to why either may be the case. Earlier engagement suggested the solar Option Area would not contain a tower base. However, following submission of the DCO, TB94 was discovered to be located inside the Option Area, contrary to what had been understood. This constitutes consultation on an incorrect basis, rendering earlier engagement ineffective. There have also been ongoing communication failures from the Applicant. NGET has repeatedly failed to engage adequately with the Client's appointed agent, resulting in fragmented communications, increased risk of misunderstanding, and an overall failure to achieve meaningful engagement. This has materially affected the Client's ability to participate effectively in the process.

The agricultural implications also remain insufficiently assessed. The farming enterprise relies on continuing access to, and use of, the land. Multi-season construction activity, soil compaction, drainage modifications, and loss of access would impose long-term impacts on agricultural productivity. These have not been appropriately considered.

Site-specific impacts arise across all three land categories. The proposed development would cause access severance, construction disturbance, drainage disruption, loss of productive acreage, and operational constraints. TB94 would also obstruct the solar development, interfere with contractual access routes, overlap with cable corridors, compromise the buffer areas required under the solar consent and lease, and expose the landowner to breaches of contract.

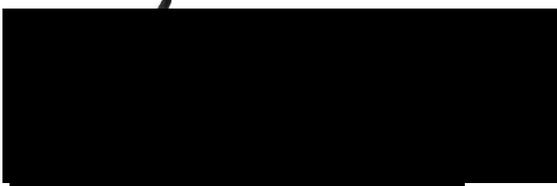
The Client also notes alignment with many issues raised by other Interested Parties, including the Applicant's insufficient engagement, inaccuracies within the Book of Reference, inadequate assessment of established land rights, unassessed agricultural impacts, and the failure to consider renewable energy schemes already consented or in development.

The Client the client has been approached by Fisher German LLP as agent on behalf of the Applicant to set out the Applicant's desire to enter into an Option Agreement for the grant of an Easement for the proposed development by voluntary agreement. However, no such Terms have yet been presented to the Client, apart from generic Heads of Terms issued in July 2025. Furthermore, the Agent has stated that the Applicant will not offer any flexibility or negotiation on the terms of their voluntary agreement, favouring a *'take it or leave it'* approach, and accounting for site specific accommodation works by way of a Landowner Commitments Register Therefore, the Applicant's slow and insufficient attempts to acquire rights by agreement and on reasonable terms demonstrates that powers of compulsory purchase are not required or justified.

This Written Representation has been prepared in accordance with Rule 8 requirements. It contains no third-party hyperlinks, provides clear references to DCO documents where relevant, and is structured to ensure clarity for use in the Examination.

In conclusion, the Client respectfully requests that the Examining Authority direct the Applicant to remove Tower Base TB94 from the Solar Option Area or amend the scheme to safeguard the consented solar development. The Applicant should be required to update the Book of Reference to include Hanson Aggregates' mineral rights, provide full and detailed rights sought rather than generic Heads of Terms, and produce comprehensive soil management and enabling works documentation. Further, the Applicant must properly re-engage with the Client's appointed agent, ensure compulsory acquisition powers do not override legally binding Option Agreement rights, and avoid placing the landowner in breach of contract. Appropriate protective provisions for both farming and mineral interests must be incorporated, and clarity must be provided in respect of interactions with UKPN and other interface risks.

Yours sincerely

A large black rectangular redaction box covering the signature and name of the surveyor.

Surveyor

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