

Cottam Solar Project

The Applicant's Response to the Secretary of State's Second Request for Information

Prepared by Lanpro Services
August 2024

PINS reference: EN010133

Document reference: DEC/C8.1.41

The Infrastructure Planning (Examination Procedure) Rules 2010





Cottam Solar Project Limited
Unit 25.7, Coda Studios
189 Munster Road
London
SW6 6AW

Secretary of State for Energy Security and Net Zero
Department for Energy Security and Net Zero
3-8 Whitehall Place
London

6 August 2024

Dear Secretary of State,

Cottam Solar Project – Submissions to the Secretary of State
Application Ref: EN010133

This letter sets out the responses of Cottam Solar Project Limited ('the Applicant') to the Request for Information ('RfI') dated 2 August 2024 made by the Secretary of State for Energy Security and Net Zero ('the SoS').

Response to Request for Information

In response to the SoS's request as set out in paragraphs 3 and 4 of the RfI, the Applicant has reviewed the land ownership details in relation to plot 10-241. Plot 10-241 forms part of Land Registry parcel LL322873 (the "Title").

The Applicant notes that, as at the date of this letter, the office copies at the Land Registry show the Title as being registered to *C Nicholson No 1 Settlement* (the "Settlement"). However, the Applicant has based the Book of Reference [REP5-010] on the information provided to it as part of its diligent inquiries.

The Applicant has been provided with evidence that the Title was transferred from the Settlement to Clifford Graham Rowles Nicholson on 5 April 2022 to Mr Nicholson. The Title was then immediately subject to a further transfer of the freehold, from Mr Nicholson to Tillside Limited (Company No. 13962738), also dated 5 April 2022. The transfer to Tillside Limited records the previous transfer from the Settlement to Mr Nicholson.

An Option Agreement (the "Option") for plot 10-241 dated 19 February 2021 was entered into between the Applicant and the representatives of the Settlement. The transfer of the Title to Tillside Limited records that the Title is subject to the Option, and that Tillside Limited covenants to observe and perform the covenants and conditions contained in the Option. A redacted copy of the Land Registry transfer form confirming the above is provided in Appendix 1 to this letter.

This was explained at the Compulsory Acquisition Hearing in response to submissions made on behalf of 7000 Acres (see Agenda Item 6.1 of the Written Summary of the Applicant's Oral Submissions at the Compulsory Acquisition Hearing (CAH1) on 7

December 2023 [REP3-036]). The position in respect of the Option remains as set out in the Applicant's Response to ExA First Written Questions [REP2-034], at question 1.14.8, namely:

"The option was signed in 2021 with a previous landowner. During the time period leading up to the submission of the planning application for the Scheme, the ownership of much of the land at the Cottam 1 Site was being transferred. When the land was transferred to a new owner (Tillside Limited), the option agreement passed with it. The option was signed before the current owners acquired the land and the option remains binding upon them. No new option agreement is necessary."

The Applicant has contacted the current landowner and they have confirmed that no further transfers of the Title have been made since the close of the Examination.

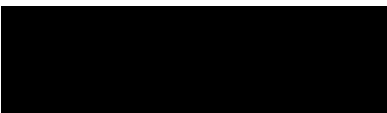
The same position applies to other plots in the Book of Reference that refer to Tillside Limited.

In relation to the potential for changes relating to other landowners, referred to generally in the RfI, the Applicant is currently reviewing the land ownership details in order to identify if there have been any changes in ownership. The Applicant expects to be in a position to provide details of any changes of land ownership by the deadline of 9 August; however, if an update to the Book of Reference is required, it may not be possible to complete this work by the deadline specified.

The Applicant considers that the above satisfactorily provides the additional information as requested by the SoS in their letter of 2 August 2024 in respect of plot 10-241.

Please do not hesitate to contact us using the details provided below if you have any questions.

Yours sincerely,



Eve Browning

Cottam Solar Project Ltd.

0808 1691848

info@cottamsolar.co.uk



Appendix 1 – HM Land Registry Form TR5

HM Land Register

Transfer of portfolio of titles (whole or part)

TR5

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form. This form should only be used where the same transferor transfers **all the titles** to the same transferee.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Enter 'U' in column 1 if the land is unregistered.

In column 2 enter 'W' for a transfer of whole of a registered title, or 'P' for a transfer of part of a registered title. Leave blank if the land is unregistered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue' in column 3. For transfers of part you must either attach a plan and state the reference used to identify the land transferred, for example 'edged red' or refer to an existing reference on the transferor's title plan. Any attached plan must be signed by the transferor.

In column 4 include information that cannot conveniently be included in another panel, such as whether the title is freehold or leasehold, apportioned consideration, differing title guarantees.

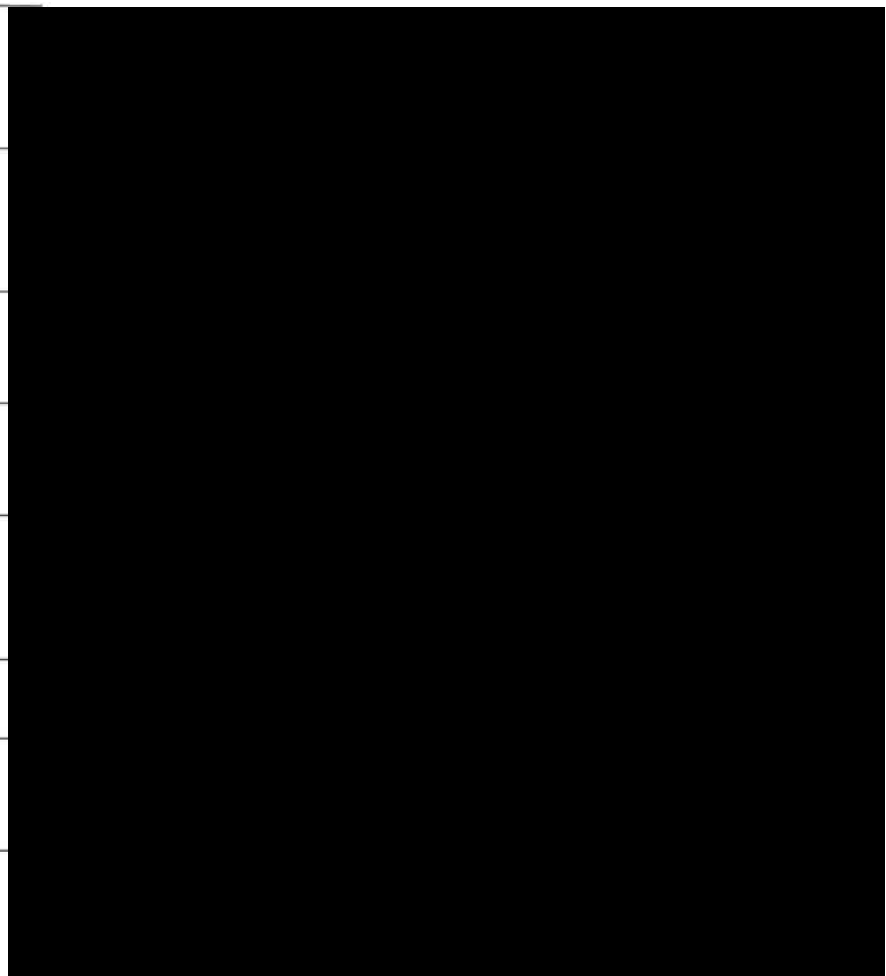
1	Title number of the property	(W) or (P)	Property	Other information
	LL322873	P	Land on the north and south sides of Ingham Road and land on the west side of Normanby Road Stow	

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all of the persons transferring the property.

Complete as appropriate where the transferor is a company.



All of which Property is shown coloured in red on the Plans

2 Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:

3 Date: 5th April 2022

4 Transferor:

CLIFFORD GRAHAM ROWLES NICHOLSON

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

Give full name(s) of all of the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes applies, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

5 Transferee for entry in the register:

TILLSIDE LIMITED

For UK incorporated companies/LLPs

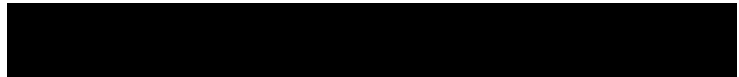
Registered number of company or limited liability partnership including any prefix: 13 962 738 *AS*

For overseas companies

(a) Territory of incorporation:

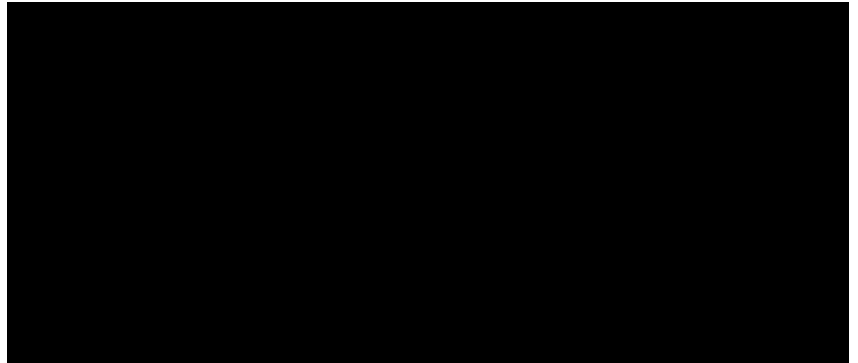
(b) Registered number in the United Kingdom including any prefix:

6 Transferee's intended address(es) for service for entry in the register:

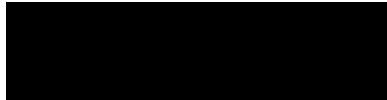


7 The transferor transfers the property in panel 1 to the transferee

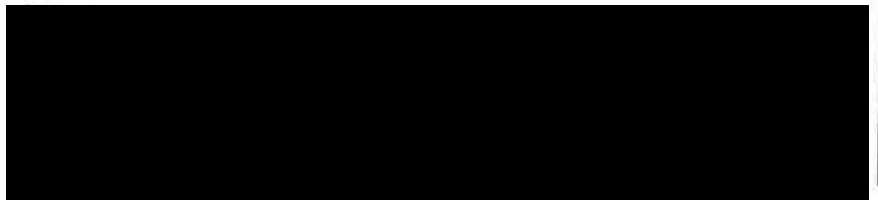
8 Consideration



9 The transferor transfers with



10 Declaration of trust. The transferee is more than one person and



Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, *or*
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to *Joint property ownership* and *practice guide 24: private trusts of land* for further guidance. These are both available on the GOV.UK website.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

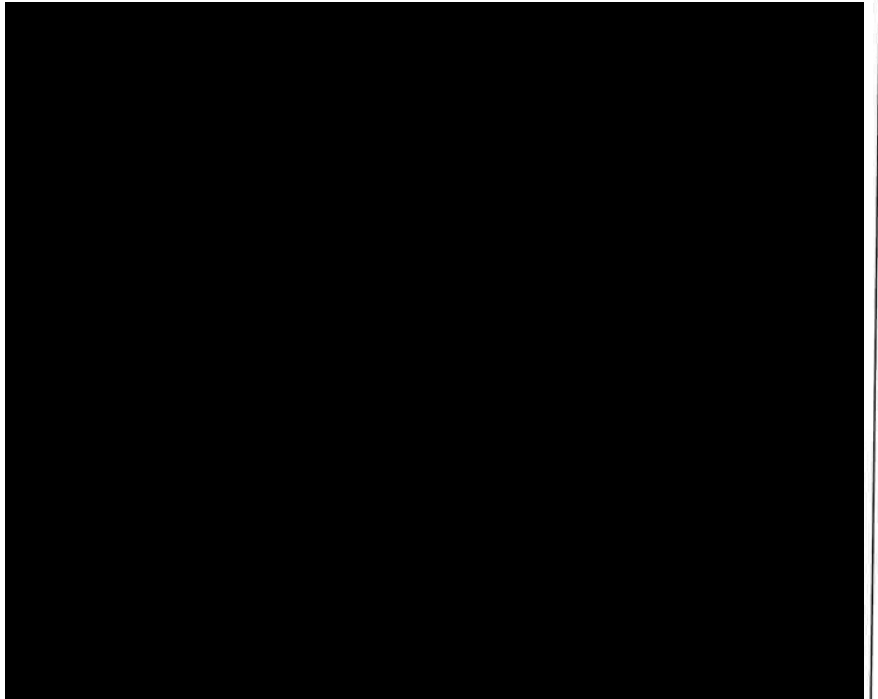
Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

11 Additional provisions

Definitions:



Option Agreement: an option agreement dated 19 February 2021 made between James Charles Stewart Reynolds Milligan-Manby, Kevin Simon Webster and John Anthony Shepherdson (1) and Cottam Solar Project Limited (2)



Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights granted for the benefit of the property

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Include words of covenant.

Include words of covenant.

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Rights reserved for the benefit of other land

Restrictive covenants by the transferee

Restrictive covenants by the transferor:

Other

The Property is transferred subject to and with the benefit of the matters contained mentioned or referred to in:-

[REDACTED]
2. the Option Agreement

[REDACTED]
4. a transfer of even date herewith but immediately prior to this transfer and made between [REDACTED]

[REDACTED] (1) and the Transferor (2)

The Transferee covenants by way of indemnity only, on the Transferee's behalf and on behalf of the Transferee's successors in title, to observe and perform the incumbrances, covenants restrictions and other matters contained or referred to in:-

1. the property and charges registers of the Registered Titles and the Title in the course of Registration and
2. the Option Agreement

so far as they are subsisting and capable of taking effect and will keep the Transferor indemnified against all proceedings, costs, claims and expenses arising from any failure to do so.

The Transferee covenants on its own behalf and on behalf of its successors in title to observe and perform the covenants and conditions:-



2. on the part of the Landowner in the Option Agreement and to indemnify the transferor and keep the transferor indemnified against any liability, loss or expense arising from any future failure to observe or perform them

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (e.g. for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 10 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to [Joint property ownership](#) and [practice guide 24: private trusts of land](#) for further guidance.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 3.

12 Execution

Executed and delivered as a Deed by **CLIFFORD GRAHAM ROWLES NICHOLSON** acting by a director in the presence of:

Witness Signature
Witness Name
Witness Address

Witness Occupation

Executed and delivered as a Deed by **TILLSIDE LIMITED** acting by a director in the presence of:

Witness Signature
Witness Name
Witness Address

Witness Occupation

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

© Crown copyright (ref: LR/HO) 06/19