

R F Turner & Son

SUNN-AFP 153

CAH2 – 14<sup>th</sup> February 2023

HELLO, MANY THANKS FOR THE OPPURTUNITY TO SPEAK

MY NAME IS GARY WARREN REPRESENTING R F TURNER &  
SON

I HAVE PREVIOUSLY SENT WRITTEN REPRESENTATION AND  
SPOKEN AT AN OPEN HEARING REGARDING OUR FARMING  
AND EQUESTRIAN OPERATIONS IN CHIPPENHAM TO DETAIL  
THE REASONS FOR OUR OBJECTION TO SUNNICA'S DCO  
APPLICATION.

I APPRECIATE THAT COMPULSORY PURCHASE POWERS WILL  
ALWAYS BE AVAILABLE BUT THOSE POWERS SHOULD BE  
EXCERCISED AS A LAST RESORT AND NOT AS A STARTING  
POINT WHICH I FEEL IS A TACTIC BEING USED BY SUNNICA.

WE HAVE RECEIVED HEADS OF TERMS REGARDING THE  
OPTION FOR A CABLE EASEMENT OVER OUR LAND AND  
RAISE THE FOLLOWING POINTS

1. NO ADDITIONAL PAYMENTS ARE BEING OFFERED FOR THE WORKING WIDTH OR OTHER TEMPORARY AREAS SUCH AS COMPOUNDS OTHER THAN STATUTORY PAYMENTS FOR CROP LOSS AND DISTURBANCE. THE PAYMENT TERMS ARE 50% ON ENTRY AND 50% ON COMPLETION OF THE CABLE EASEMENT, THIS DOES NOT PROVIDE ANY INCENTIVE FOR SUNNICA TO COMPLETE THE CABLE EASEMENT DOCUMENT, THERE SHOULD BE A LONG STOP DATE OR A HIGH PROPORTION PAID ON ENTRY
2. THE PROPOSED TERMS PUT FORWARD BY SUNNICA GIVE THE DEVELOPER UNFETTERED RIGHTS DURING THE OPTION PERIOD TO CARRY OUT SURVEYS WHETHER INTRUSIVE NOR NON-INTRUSIVE, TO TAKE MEASUREMENTS AND CONSTRUCT AND REMOVE MONITORING EQUIPMENT WITHOUT ANY ADDITIONAL COMPENSATION, THIS IS UNACCEPTABLE.
3. THE DEVELOPER WANTS THE RIGHT TO ASSIGN THE OPTION AGREEMENT TO A GROUP COMPANY AND TO BE ABLE TO ASSIGN THE OPTION TO THIRD PARTIES SUBJECT TO THE LANDOWNERS CONSENT, THEY ARE CLEARLY LOOKING AT AN EXIT STRATEGY POSSIBLY TO SELL TO AN ENERGY COMPANY, WHO WE SIGN WITH

NOW MAY NOT BE THE PERSON THAT EXERCISES THE OPTION.

4. THERE ARE NO RIGHTS RESERVED FOR CROP COMPENSATION DURING THE OPTION PERIOD, IT IS ONLY FAIR THAT THESE RIGHTS ARE RESERVED FOR THE OCCUPIER IN THIS RESPECT.
5. A 48 HOUR NOTICE PERIOD IS PROPOSED, THIS IS UNACCEPTABLE AND I WOULD SUGGEST A MINIMUM OF 72 HOURS OR BEYOND IS REQUIRED.
6. THE PROPOSAL PROHIBITS OURSELVES FROM USING THE SITE FOR ANY ACTIVITY THAT MAY IMPACT THE OPERATIONS OF THE SUNNICA ENERGY FARM, CONSIDERING THE SUM BEING OFFERED FOR THE EASEMENT AGAIN UNACCEPTABLE.
7. IT IS UNREASONABLE THAT THE LANDOWNER WILL NOT OBJECT TO THE DEVELOPERS APPLICATION FOR DCO NOR OBJECT TO ANY APPLICATIONS SUBMITTED TO THE LOCAL PLANNING AUTHORITY.

8. THE EXCLUSIVITY OF LAND USE PREVENTS ENTERING INTO ANY OTHER AGREEMENT WITH ANY OTHER SOLAR DEVELOPER DURING THE OPTION PERIOD, I SUSPECT THIS MAY ALSO COVER ANY OTHER LAND WE OWN, AGAIN THIS IS UNACCEPTABLE.

THE TERMS ARE SIMPLY NOT ACCEPTABLE, NO COMMERCIALLY MINDED LANDOWNER WOULD FIND IT ACCEPTABLE TO TIE THEMSELVES INTO AN AGREEMENT WHICH PROHIBITS FLEXIBILITY PARTICULARLY WHEN THERE ARE NO DETAILS ON TIMESCALES FOR THE SCHEME.

WSP HAVE INDICATED THAT THE HEADS OF TERMS ARE UP FOR NEGOTIATION, I HAVE HEARD DIRECT FROM OTHER AGENTS WHO HAVE BYPASSED WSP AND GONE DIRECT TO [REDACTED] THAT THE TERMS ARE NON-NEGOTIABLE.

I SUGGEST CONSIDERING THE UNREASONABLE HEADS OF TERMS PROPOSAL IT IS SUNNICA'S ONLY INTENTION TO RELY UPON AND USE COMPULSORY PURCHASE ACQUISITION RIGHTS.

THANK YOU.