

Rampion 2 Wind Farm
Category 4:
Compulsory Acquisition
Land Engagement Reports:
Simon Kilham
Date: July 2024
Revision A

Application Reference: 4.6.5

Pursuant to: The Infrastructure Planning (Examination Procedure)
Rules 2010, Rule 8(1)(c)(i)

Ecodoc Reference: 005265877-01



Document revisions

Revision	Date	Status/reason for issue	Author	Checked by	Approved by
A	09/07/2024	Deadline 5	Carter Jonas	RED	RED

TENANT NAME:	Simon Kilham	URN on LRT:	156
AGENT:	Robert Crawford Clark (Henry Adams)	Relevant Rep Ref:	N/A
PROPERTY NAME :	<ul style="list-style-type: none"> - FBT over land at Guessgate Farm - Contract farmer over part of the land at Buncton Manor Farm 	Written Rep Ref:	REP1-153, REP3-135, REP4-125
INTEREST:	Tenant of part of the land forming the Wiston Estate	PLOT No:	Understood to have an FBT over Plot 24/14, 24/15 and 26/26.

STATUS

The Applicant has been in regular correspondence with the Tenant's landlord since September 2021. The Applicant has consulted with Mr Kilham via the Statutory process and has met with him on site in September 2021 to discuss site specific issues at Guessgate Farm.

The Applicant understands that Mr Kilham holds an FBT at Guessgate Farm, a farm forming part of the Wiston Estate, which extends to 123 acres. The Applicant understands that Mr Kilham also contract farms part of Buncton Manor Farm (also part of the Wiston Estate), which extends to over 173 acres, and that he uses the Buncton Manor Farm buildings for farming activities. The Applicant understands Mr Kilham runs a mixed farm which includes arable wheat, barley and maize in a rotation with grass for grazing and mowing.

The Applicant met Mr Kilham on site in September 2021, to discuss the Applicant's proposals and impact on the farming business. The Applicant has also met with Mr Kilham at a site meeting on 9 August 2021 (at a neighbouring landowner's site meeting); on 29 April 2022 (at a meeting with the wider Wiston Estate and their tenants); and at a consultation event on 11 November 2023. A meeting was offered to Mr Kilham in May 2023, where site specific meetings were held with other tenants of the Wiston Estate, however Mr Kilham declined to attend.

Mr Kilham was sent the Tenant's Consent document on 31 May 2024, and a meeting was offered to discuss outstanding concerns and an undertaking provided on professional agent and solicitor fees associated with the Tenant Consent documentation. A follow up email was sent on 18 June 2024 seeking a response regarding the offer of a meeting.

On 3 July 2024, Giles Lister of Carter Jonas spoke with Mr Kilham on the phone to ascertain whether the proposed date for a meeting on 18 July was acceptable as an ALO (from another project) was available on that date. Mr Kilham confirmed that he was having a meeting with his agent on 5 July and would confirm availability following that meeting. Mr Kilham's agent (Robert Crawford-Clarke) confirmed on 08 July 2024 that he is on holiday that week and therefore requested the meeting is re-arranged until he is back.

NEGOTIATIONS

- The Applicant is not seeking to agree Heads of Terms with the Tenant but has been working collaboratively with the Tenant's landlord and has issued Tenant Consent documents to the tenant.
- The Tenant has been consulted and his views considered, but discussions are initially with the landowner because it is the landowner who has the legal capacity to grant the necessary rights required by the Applicant.
- A draft Tenant's Consent document was provided to Mr Kilham's landlord, the Wiston Estate, on 8 May 2024.
- On 21 May 2024 at the CAH 1, Giles Lister had a discussion with Mr Kilham to understand his concerns raised at the hearings.
- On 3 July 2024, Giles Lister spoke with Mr Kilham on the phone to ascertain whether the proposed date for a meeting on 18 July 2024 was acceptable as an ALO was available on that date. Mr Kilham confirmed that he was having a meeting with his agent on 5 July and would confirm availability following that meeting. Mr Kilham's agent (Robert Crawford-Clarke) confirmed on 08 July 2024 that he is on holiday that week and therefore requested the meeting is re-arranged until he is back.

PROGRESS OF NEGOTIATIONS FOLLOWING CAH1

- At CAH1, the Applicant confirmed that reasonable agent fees and appropriate solicitor's fees will be paid in connection with considering the request for tenant consent. At CAH1 the Applicant confirmed it would like to meet with Mr Kilham to discuss the project requirements, or to meet with him and the Wiston Estate.
- On 31 May 2024, the Tenant's Consent document was provided to Mr Kilham via email, as well as confirmation on the position regarding recovery of professional fees.

- On 18 June 2024, the Applicant sent a chaser email to the Tenant to request a meeting and also to offer a meeting with an ALO from another project who would be available to discuss how their role would help to minimise any impacts on farming operations.
- On 24 June 2024, Mr Kilham confirmed that he would be available for a meeting and raised the issue of farmers' time associated with attending meetings.
- On 26 June 2024, Giles Lister emailed to confirm a proposed basis of payment for farmers' time. On 28 June 2024 a meeting date was offered to Mr Kilham.
- The ALO will be on site in Sussex on 18 July 2024 to speak with Mr Kilham (if available), to explain the following:
 - The practical steps RED takes to minimize disturbance to farming the rest of the land.
 - How crossing points are designed/managed
 - How RED manages the water during construction including pre and post construction drainage designs.
 - Reinstatement methodologies of the land post construction.
 - How strategies can be tailored for parties that are working the land directly and are concerned about direct impacts on livelihoods.
- Mr Kilham's agent (Robert Crawford-Clarke) confirmed on 08 July 2024 that he is on holiday that week and therefore requested the meeting is re-arranged until he is back.

TENANT ENGAGEMENT (2021 to 2024)

- The Applicant has been in correspondence with the Tenant and his agent since September 2021. A schedule of correspondence is included below.
- The Applicant has consulted with Mr Kilham via the statutory process and has met with the Tenant on site in September 2021 to discuss site specific issues at Guessgate Farm. Planned face-to-face meetings that have been held with Mr Kilham are summarised below.
 - 9 August 2021 – SK attended a neighbouring landowner's site visit, at the request of his agent.
 - 15 September 2021 – Site meeting at Guessgate Farm
 - 29 April 2022 – Wider Estate meeting – Wiston Meeting point
 - 11 November 2022 – Consultation event – Ashurst Village Hall. SK spoke with RG
 - 10 May 2023 – A further meeting was offered which was refused by Mr Kilham.
- Occupiers have been consulted throughout the course of the project where it is understood they have a long-term tenancy agreement in place. Occupiers will continue to be consulted throughout the life of the Project, with communications and engagement anticipated to continue with the introduction of a Land Liaison officer.

ALTERNATIVES – REVIEWED AT THE TENANT'S REQUEST

- At a site meeting on 15 September 2021, the Tenant put forward a minor variation of an alternative route that proposed a more direct route avoiding tree lines through Guessgate Farm. The alternative route took a similar path to the route within the Order Limits. The cable route in this location has been routed to minimise impact on mature trees and hedgerows where possible. The Applicant considered how the issues of concern for the Tenant could be avoided or minimised. There has been a reduction in the extent of the Order Limits width, which was reduced as much as possible compared to that presented at PEIR. While this may not seem a large change, the land-take has been reduced to a width which is required to facilitate the Proposed Development allowing for appropriate flexibility to allow for cable route refinement considering site investigation (SI), preconstruction ecology surveys and final cable design requirements. The Applicant further adjusted the Order Limits boundary with the reduction of / removal of a significant area originally included within the PEIR for operational access. The area removed from the proposals can be shown by the area-coloured grey to the north of Plot 24/15.

IMPACT ON TENANT

- The Applicant requires further information on the tenancy structure to understand Mr Kilham's position, and also requires clarification with regards to the rights and terms of Mr Kilham's tenancy. The nature of Interest will govern his entitlement to compensation.
- The Applicant acknowledges that **should Mr Kilham be shown to be in occupation during the proposed works**, that there will be **temporary possession** of some of the land that Mr Kilham currently farms.

PROPOSED MITIGATION

- The Applicant will seek to mitigate the impacts of the temporary works on farming operations where possible, including crossing points to minimise severance. The Applicant is willing to engage and discuss mitigation and issues around the matter of compensation once details of the Tenant's occupation of the land have been confirmed.
Following consultation with Interested Parties, reasonable accommodation works, such as crossing points, will be provided where practicable for agricultural land holdings and farming premises affected by the Project. This will ensure that the effects of the construction works are mitigated particularly with respect to access to mitigate the impact of the proposed works on farming practices. Through ongoing consultation and

discussions with Mr Kilham, the effects on the operation and future viability of his agricultural holdings and businesses will be mitigated.

- The Applicant will consider the temporary and permanent impact of its proposals on any environmental schemes in force at the time of construction and look to mitigate those impacts.

An Agricultural and Land Liaison Officer (ALLO) (or person of similar title) will be employed to assist in the day-to-day liaison between Mr Kilham, the Applicant and their contractor in advance of and for the duration of the project construction phase. They will oversee the works being delivered in compliance with legal agreements, consents and approved construction methodologies to mitigate disruption to agricultural operations particularly where they intersect with agricultural land or rural environments. Other duties to be conducted by the ALLO include the following:

- Liaison with Mr Kilham to agree temporary, permanent and revised accommodation works.
- Engagement with Mr Kilham to convey project plans, timelines, and potential impacts on property related issues and agricultural activities to identify and develop mitigation measures through mutually beneficial solutions to minimise disruption.
- Monitor that the project carries out works in accordance with the various regulations and standards and the effectiveness of mitigation measures for activities that may affect agricultural land or operations.
- Co-ordinate and oversee pre construction environmental, drainage and soil surveys and carry out pre and post construction condition schedules liaising with stakeholders with respect to field entrances and access and egress to construction strips;
- Contact details for the ALLO will be made available to Mr Kilham, who will be contactable throughout the contractors working hours. Outside of these times and in the event of emergency, out of hours contact details will be provided.

OUTSTANDING ISSUES

- **The Tenant has requested clarity on how he will be compensated.**
- **Within the Key Terms, where the occupier of the land can demonstrate a loss (such as crop loss and disturbance) that is substantiated and shown to be caused as a direct consequence of the temporary works, this may be considered as part of a disturbance compensation claim. The Applicant will pay reasonable fees where an evidenced claim is submitted.**
- **The Applicant has explained to the Tenant that the nature of his interest will govern his entitlement to compensation. However, other than the above, the Applicant cannot give commitments to the form of compensation at this stage. In order to give any indication as to the Heads of Claim, the Applicant would need to understand his interest in land, as that will affect his ability and routes to claim.**
- **Only once Mr Kilham provides a copy of his tenancy, will the Applicant then be in a position to comment on this.**
- **Comments and agreement on proposed farmers' time rate are awaited from the Tenant.**

CJ Negotiations/Contact Summary	Date of Contact	Method of Contact
RCC confirms he is acting for Simon Kilham	28/04/2021	Email
LT responds to RCC attaching licences and plans for the landowners	01/05/2021	Email
RCC responds to LT email stating he is not happy with the plans	05/05/2021	Email
Ralph Crathorne (agent for Wiston Estate), confirms verbal permission for time sensitive surveys, in lieu of signing a licence	12/05/2021	Telecom
Email from RCC from Simon Kilham re survey Access	20/05/2021	Email
LT responds to RCC	20/05/2021	Email
RCC responds to LT	20/05/2021	Email
LT discusses access issues with RC over the phone,	20/05/2021	Phonecall
LT confirms in writing to RCC that there had been an agreement for verbal access in the short term given the time sensitive surveys	20/05/2021	Email
Email from RCC saying that it is a farm business tenancy that Mr Kilham holds	21/05/2021	Email
LT sends RC Licence and plan	14/06/2021	Email
LT sends updated licence and plan	15/06/2021	Email
LT sends licences in respect of Winston Estate and Kilhams tenanted interest	16/06/2021	Email
Email from RC Robert Crawford Clark has confirmed that the tenant is happy to sign this, with one proviso. •For health and safety reasons, RWE surveyors must sign in and out of the farm every time they visit. Simon is happy to provide a signing-in book which can be left at the agreed parking point. This follows a meeting with Richard Goring at which Simon Kilham was encouraged to sign.	23/06/2021	Email
Email from RCC re licence wording	23/06/2021	Email
New licence with amended wording about H&S sent to the Kilhams	25/06/2021	Email
RCC confirms SK has signed the licence and sends scanned signature page with account details	21/07/2021	Email
RCC confirms that SK says he has not yet received the payment	04/08/2021	Email
LT confirms that nothing can be paid until RED have signed	04/08/2021	Email
SK commits to providing his phone number to CJ for future surveys	06/08/2021	Email
Simon Kilham calls JDA to request to attend the site meeting at Artemis Aerospace	09/08/2021	Telecom
LT met Simon Kilham on site, as he came to Artmeis aerospace meeting at 1:30pm. JDA Naren, Darren and Eleri were all in attendance	11/08/2021	Site Meeting
LT emails Simon Kilham following meeting in person and requests correct phone number details	12/08/2021	Email
LT confirms to RCC that due to Wiston timetable we could not meet with Mr Kilham that week	23/08/2021	Email

Various emails trying to arrange a date for a site meeting	24/08/2021	Emails
Site visit on this day - emails not included for GDPR reasons	01/09/2021	Site Meeting (wider Wiston Estate discussion that included discussions regarding Guessgate Farm)
Email from RCC that SK is too busy harvesting to attend a meeting this week or next.	01/09/2021	Email
Site meeting at Guessgate farm at 11am – LT and Ian Milligan attended	15/09/2021	Site Meeting
LT confirmed the following to Simon Kilham: Richard Goring received all the money for licences and confirmed in writing that - I think it makes most sense for all payments to go to us and we will then distribute to tenants as we are in close liaison with them.	16/09/2021	Telecom
LT sends fully engrossed licence to SK	21/09/2021	Email
EMAIL FROM RCC regarding Survey access	21/09/2021	Email
LT emails RCC: Confirming that the correct access instructions were passed to the ecologists Also confirming that, until yesterday, LT was not aware that Simon used building at Buncton Manor farm. Therefore, including the additional access instructions.	24/09/2021	
Simon Kilham engagement notes sent to RCC	24/09/2021	Email
LT sends meeting notes with Simon Kilham's comments direct to Richard Goring	24/09/2021	Email
JDA emails RCC and requests the following: Dear Robert, Thank you for your email below, regarding the incorporation of landowner engagement notes into the Rampion 2 formal consultation process. We will be happy to use the engagement notes as your clients' inputs to the Rampion 2 formal consultation process, if your clients are happy for their comments to be represented by these notes. In order to achieve this, can you please confirm via email for each respective client, specifying that you have been instructed that specific client, that: a. The notes cover all their (and your) views and comments regarding the scheme. b. The client is happy that the notes should represent their consultation responses. Please forward these emails to Jenn Bryden (jenn.bryden.extern@rwe.com) at RED (with me and Lucy in cc). If there is anything you believe has been missed out of the notes, please include comments on this within the email to Jenn.	27/09/2021	Email
LT emails RCC as follows: Dear Robert, Thanks for your email. I have spoken with the ecologists this morning and emphasized the need to review access instructions before any survey that takes place. This includes taking careful consideration of where a title includes tenants who operate a working farm. As previously outlined, we were not aware of any tenancies at Buncton Manor Farm and had what we	27/09/2021	Email

<p>understood to be a reasonable and accurate set of access instructions based on the information that was provided to us. I have sent the Estate an up-to-date set of access instructions, and I would welcome any updates as and when.</p> <p>Having also spoken to Simon Kilham this morning, we have agreed a new licence should be prepared for Buncton Manor, to include Simon Kilham as a tenant. I will prepare this shortly. To ensure we have a water-tight set of survey licences, it would be helpful if the relevant legal tenancy agreements could be provided to check everything is covered off. @Ralph Crathorne please could we discuss this tomorrow.</p>		
Email to Wiston Estate re the upcoming surveys. LT contacts SK	29/09/2021	Email & Telecom
EMAIL FROM RCC RE SURVEYS AT BUNCTON	29/09/2021	Email
<p>LT email to RCC</p> <p>Dear Robert,</p> <p>I am still waiting on confirmation regarding the tenancy situation at Buncton Manor/ Buncton Manor Farm from Ralph, and will send over an updated licence when I have this.</p> <p>Unfortunately, the tree surveys have been delayed by another week, and are now due to start the week beginning 11/10/21.</p> <p>I will send over an updated schedule next week.</p>	01/10/2021	Email
LT emails the Kilhams with details of the upcoming surveys, an updated licence, and meeting notes from 01.9.21	27/10/2021	Email
Amanda Kilham returns the signed licence for BMF	03/11/2021	Email
LT emails simon and amanda re the upcoming tree surveys and geophysical surveys	10/11/2021	Email
<p>EMAIL FROM RG</p> <p>Provided that the tenants are given good warning, I think this should be fine.</p> <p>On the Geophysical surveys, can I suggest that you make direct contact with Simon Kilhams about access. We have just had a break-in at Buncton Manor Farm buildings, so Simon is feeling particularly concerned about random strangers on site. It would be worth the ecologists meeting up with him on site to go through the works required.</p>	11/11/2021	Email
Chaser email from Simon Kilham requesting Buncton Manor farm survey licence payment. No proof of tenancy was provided.	09/12/2021	Email
LT check access instructions are all up to date for Simon Kilham	10/12/2021	Email
<p>Email from RG IN RESPONSE TO EMAIL RE GEOPHY SURVEYS</p> <p>Dear Lucy</p> <p>Please make sure the tenants have enough warning, as they will be spraying off the stubbles and beginning to cultivate and drill in February.</p>	11/01/2022	Email
LT emails the Kilhams about the upcoming geophysical surveys which were delayed	14/01/2022	Email
Simon replies and outlines that the licence fee has not been paid in relation to Buncton Manor Farm,	17/01/2022	Email

therefore no surveys are to take place until the fee is paid.		
LT responds and outlines she will look into the lack of payment	18/01/2022	Email
LT messages SK confirming that licence fee has been paid and requesting confirmation of receipt	31/01/2022	Email
<p>LT EMAILS SK RE GEOPHYS SURVEYS</p> <p>Further to my email below, assuming the funds have been received, Rampion's ecologists / surveyors would like to undertake a Soil and ALC survey of the PEIR area within your survey licence between the dates of 7th to 11th February. This comprises an Auger observation taken every hectare or 100m, and a small number of hand dug trial pits on identified soil types. The survey will be carried out on foot between the hours of 9am and 5pm.</p> <p>We will provide the surveyors with the access instructions we have on file for you, and they will contact you accordingly before they come on site. Please see the attached method statement if you would like any more details.</p> <p>I am due to be on holiday (all being well) from tomorrow until 15th February, however please contact Nigel Abbott (cc'd) if you have any questions whilst I am away.</p>	31/01/2022	Email
SK confirms licence fee received on 28.1.22	01/02/2022	Email
LT emails SK confirmign the ALC surveys have been delayed due to a potential UXO finding	17/02/2022	Email
LT emails SK re upcoming hedgerow surveys	24/02/2022	Email
RG emails with concern that R2 surveyors have been using machinery at Buncton Manor farm and provides photo	24/02/2022	Email
LT confirms that the damage at BMF has not been caused by environmental surveyors	25/02/2022	Email
LT emails SK about the upcoming hedgerow surveys	15/03/2022	Email
LT emails SK about programme delays and the fact that bat surveys have been delayed	18/03/2022	Email
LT emails SK requesting their attendance at the site meeting later in April	13/04/2022	Email
RCC confirms attendance and requests that Simons areas are discussed first	13/04/2022	Email
LT shared agenda for meeting	28/04/2022	Email
<p>SITE MEETING - Meeting for the Wiston - 11 to 1pm at the Meeting Place</p> <p>Attendees:</p> <p>Richard Goring (Wiston) Vanessa Roebuck (Wiston) Ralph Crathorne (Wiston Agent)</p> <p>Tenants:</p> <p>Simon Kilham (Guessgate Farm) Chri and Caroline Hodgkins (Locks Farm) Charles How (Great Barn Farm) David Eales (Upper Chancton Farm)</p> <p>Agenda:</p>	29/04/2022	Site Meeting

<ul style="list-style-type: none"> • Introductions • Summary of the Project (VW) • Purpose of Meeting (LT) <ul style="list-style-type: none"> ◦ Mention, ideally to split meeting into two sections (LT/ RG.. TBC) 1. Tenants in attendance who are close to the route – point out their location/ ask any questions 2. Tenants who are directly affected by the route. Undertake detailed review of any alterations. • Consideration of Major re-routes – Wiston Blue Route (alternative route) (LT) <ul style="list-style-type: none"> ◦ Commitment to HDD underneath Washington = good news story. • Review of new tenants invited to the meeting by Richard Goring – Understand if there are any obvious constraints. • Consideration of Minor re-routes <ul style="list-style-type: none"> ◦ Guessgate Farm (Kilham) – Likely to have questions on accommodation works ◦ Yellow route (Locks Farm/ Hodgkins) ◦ Rock Common Compound ◦ Lower Chancton Farm ◦ Daisy Lane/ Old School House/ Buncton Manor Farm ◦ Calcott Wood ◦ John Goring • AOB <ul style="list-style-type: none"> ◦ Any 1:1 meetings required? 		
LT follows up with RG with an email summary following the meeting	06/05/2022	Email
LT follows up with Simon Kilham re surveys	06/05/2022	Email
LT follows up with Simon Kilham re surveys	10/05/2022	Email
SK emails RCC with a breakdown of the time	16/05/2022	
<p>EMAIL FROM RCC</p> <p>Dear Vaughan, James and Lucy,</p> <p>At the meeting last month at Wiston, you'll recall that my client Simon Kilham spoke to you Vaughan about farmer's time and you agreed that he should submit a claim for his time incurred to date. Below is a record of time he has kept, up to and including 13th of this month.</p> <p>The rate that you paid for farmer's time on Rampion 1 was £50 per hour, but this was agreed and set right back at the start of that scheme around the beginning of 2011. The increase in RPI between January 2011 (229) and April of this year (334.6) suggests an increase in this rate to at least £70 per hour would be appropriate, just to bring that rate up to date and maintain its value.</p> <p>Please can you confirm that this is agreed.</p>	27/05/2022	Email
EMAIL FROM SK – further concerns re access	31/05/2022	Email
RCC EMAILS JAMES AND VAUGHAN – survey queries	31/05/2022	Email

<p>LT EMAILS SK giving reassurance around access and future surveys.</p> <p>Dear Simon, I can confirm that no further surveys will be undertaken at either Buncton Manor Farm or Guessgate Farm until we provide Health & Safety documentation.</p> <p>Please accept my sincere apologies for the communication breakdown. We will be able to provide a written response next week once individuals return from annual leave.</p> <p>To confirm, we have the following access instructions on file for both Buncton Manor Farm and Guessgate Farm at the Wiston Estate: 'Please call Simon Kilham (the farmer) on *****63 before you arrive on site. Guessgate Farm is a working farm and you must sign into the farm Log Book when you come on site before undertaking any surveys. Please call Simon at least 24 hours in advance'.</p>	31/05/2022	Email
<p>LT notifies RG of 'breach' via email</p>	31/05/2022	Email
<p>RCC emails JDA and V Dear James and Vaughan,</p> <p>As a direct result of the unauthorised surveys yesterday, my client lost a calf in the evening.</p> <p>Because his time was taken up with sorting out the surveyors, and he was so upset by all this, he was distracted and attended to a difficult calving too late. The calf, which was a very large one requiring early intervention in its birth, was thus stillborn.</p> <p>We now have a clear-cut case of the breaches of the survey access licence by RWE causing not only distress but direct financial loss to my client. A claim for the loss of the calf and all consequential losses will be submitted in due course but this situation cannot continue.</p> <p>Please can we have a Zoom meeting between the 2 of you, Lucy, myself and Mr Kilham on your return to discuss these serious and continuing issues.</p> <p>It seems Wood, your surveyors, have no concept of landowners' and tenants' rights, are arrogant enough to think they can do as they please and do not care. Perhaps it would be helpful if whoever is running the contract at Wood also joined the Zoom, although we will not accept any attempt by RWE to 'hide behind' Wood's failings given that the survey access licence is between Mr Kilham and RWE.</p> <p>Yours sincerely,</p>	01/06/2022	Email
<p>EMAIL FROM RCC TO J AND V – further concerns that he wishes to be addressed.</p>	10/06/2022	Email

<p>LT RESPONDS TO RCC</p> <p>Thank you for your email. I can assure we are considering this matter seriously and would like to meet with you and Mr Kilham next week.</p> <p>Are you available at Midday on 15th June for a Teams call?</p> <p>Many thanks,</p>	<p>10/06/2022</p>	<p>Email</p>
<p>JDA emails RCC</p>	<p>10/06/2022</p>	<p>Email</p>
<p>LT emails RCC</p> <p>Following on from your email below we have spoken to Wood, the ecologist, about the visit on 31/05/2022.</p> <p>Wood confirmed the following:</p> <ul style="list-style-type: none"> •Wood surveyors arrived at the location at approximately 10:40am and parked in a layby on Spithandle Lane •Surveyors proceeded to access the survey area via the farm track south-west of the parked vehicle on Spithandle Lane. •At approximately 11:00 on returning to the vehicle parked on Spithandle Lane, surveyors met Mr Kilham part way along the farm track and were asked to leave after a conversation lasting approximately 5 minutes. •Surveyors returned to the parked vehicle on Spithandle lane where they remained for approximately 30 minutes due to two phone calls, one from Carter Jonas and one from Wood in relation to the attempted survey. •Surveyors left the location approximately at 11:30. <p>Firstly, we apologise that the licence terms were not adhered to in this instance and we would be happy to discuss an appropriate way forward to reinforce the process for entry, at the meeting we have set tomorrow.</p> <p>Concerning the calf, from Wood's account, we understand the ecologists were only on site/ speaking with your client for circa 5 minutes so we would not expect that the unfortunate loss of the calf that evening would have resulted from the actions of the surveyors.</p> <p>As you will be aware, the licence fee for tenants (£500) is designed to compensate and reimburse the tenants for the inconveniences/ time incurred in dealing with survey access. The project does not compensate landowners for their attendance/ engagement at consultation events.</p>	<p>14/06/2022</p>	<p>Email</p>

<p>However, my client would like to offer an ex gratia payment of £150 as an apology in this specific case.</p> <p>If you would still like to meet tomorrow (15/06/2022) to discuss future access requests and how these are carried out, please do let me know and we will proceed as agreed.</p>		
<p>RCCs response to LTs email I am very disappointed to have received this email. In light of its contents, Mr Kilham does not wish to proceed with the meeting tomorrow, because we see little that can be achieved.</p> <p>I have discussed its contents with Simon. He remains extremely angry about both this incident and his experience generally with Rampion 2 to date. Continuing breaches of the survey access licence put him at risk in terms of the Occupiers Liability Act and Health and Safety legislation and he is not prepared to allow this to continue. He will not grant any further access for surveys.</p> <p>The offer of £150 towards the loss of a calf worth 2 or 3 times that, and potentially in excess of £1,000 when sold as a store, is, in Simon's words, insulting. We hold your client liable for this loss and expect compensation in full.</p> <p>It is irrelevant how long Wood were on the property without any authorisation. It was the fact that they went on at all which distracted and upset Simon sufficiently to result in the loss of the calf.</p> <p>I think it unlikely that Simon will become any more accommodating to the need for surveys without concrete evidence of an improvement in your client's approach to these surveys and the consequences when the terms of the access licence are breached.</p> <p>I have also received no response to the claim for Simon's time, submitted on 27th May (copy attached)</p> <p>I am copying this to Simon's landlord so he is also aware.</p>	14/06/2022	Email
<p>TEAMS call at Middy re farmers time with RCC (agent for Simon Kilham).</p>	15/06/2022	Other
<p>LT emails meeting notes from April to JDA for review, with a summary of actions</p> <ol style="list-style-type: none"> 1. Hodgkins/ sheep farmers: Arrange an additional site meeting to fact-find. This was undertaken on 09/05/22, with details regarding the compensation for the business interest. Issues of lost connection and client base as well as succession planning discussed. 2. Mitigation still to be considered. WG will follow up next week. 3. .Purple Route: Design Change form to be checked. LT to follow up 4. Stakeholder meeting notes to be shared (JDA 	17/06/2022	Email

<p>and FK to review attached).</p> <p>5. Project to take on board that there was strong feedback on the compounds</p> <p>6. Wiston have requested a written summary explaining why the blue route is not possible.</p> <p>7. How does the legal case for re-planting trees where ash dieback as occurred affect the easement etc? e.g. west of Guessgate farm.</p> <p>8. Daisy Lane – What is the installation technique as it is very steep. WG to follow up with Phil Hawthorn</p> <p>9. Calcott Wood – Would it be possible for timber business to still take place on chalk holding pad? This is directly above the trenchless crossing.</p>		
<p>LT EMAILS RCC with a note on farmers time</p>	<p>17/06/2022</p>	<p>Email</p>
<p>SK spoke with Rob Gully at the Ashurst Village Hall consultation event/ drop in</p>	<p>11/11/2022</p>	<p>Consultation Event - Landowner Surgery</p>
<p>JDA EMAILS SK Dear Mr Kilham,</p> <p>I am responsible for the work undertaken by Carter Jonas as our land agents on the Rampion 2 project. I am reviewing the various responses received during our current consultation, including notes of conversations with visitors to our different public events. I understand that you spoke with some of our representatives, including Rob Gully our Senior Consents Manager. I further understand from brief notes that Rob was able to make during your conversation, that you raised concerns on a number of matters:</p> <ul style="list-style-type: none"> • Breaches of licences that have been put in place between you as a tenant of the Wiston Estate and our visiting surveyors/contractors • Payment of an invoice in relation to consequent losses that you have made a claim for • A better understanding of how/when the economic impact on you as a business will be assessed and addressed • The general approach of Carter Jonas relative to the manner of land interest engagement by our agents on the Rampion 1 project. <p>On your latter points, I do acknowledge that we as a project are taking a different approach to timing of issue of Key Terms etc. than was taken on Rampion 1, which means that detailed discussion is starting over a longer period of time from initial contact. However, we feel this is necessary due to the evolving nature of the cable route, partly due to constraints placed upon us by commencing our design and survey work during the Covid pandemic. This means that we are addressing the more commercial aspects with land interests at a later stage as our route becomes more fixed. However, as you are aware, we are currently consulting until 29th November, and it is our intention to finalise and refine our cable route where possible before the end of the year. This in turn will allow us to re-</p>	<p>25/11/2022</p>	<p>Email</p>

approach land interests to discuss our final proposals and to issue Key Terms for potential agreements. This would be the point at which we will be able to enter into more detailed discussion about the potential commercial effect/value of interests. I would therefore expect this to commence during late December 2022 and into January 2023, with earlier contact generally arising where changes resulting from the current consultation do not occur or are more minor. On your former points, I apologise that the survey licence terms have on some occasions not been adhered to. We have discussed this matter with our ecological surveyors to ensure that such breaches are not repeated. Also, as we offered earlier this year, we would be happy to discuss an appropriate way forward with you to reinforce the process for survey access.

As you mentioned to Rob Gully, you have also requested payment for your time spent on matters related to the Rampion 2 project. While the Survey Licence fee is intended to generally intend to time and any inconvenience arising from our project survey works on your land, I realise that our non-adherence to the Licence terms has resulted in your needing to spend additional time and effort that we had not intended. I have discussed this point with our land agents again during the past few days, and we will respond to you after further consideration during the coming days.

I understand that when you spoke to Rob he advised you to use the general rampion2@rwe.com email address if you wished to send any communications direct to the RWE Rampion 2 team such as myself. However, could I please ask that you still use Carter Jonas as your main point of contact, but feel free to cc. in the general project email address. This is because Carter Jonas manages our land interest contact and will continue to maintain and manage the receipt and issue of all documents related to land.

JDA emails SK

Further to my email below of 25th November, I have discussed further with colleagues on the Rampion 2 team and with our land agents Carter Jonas your concerns about the conduct of survey works and about the time that you have spent in dealing with problems that have arisen.

I apologise that the Survey Licence terms have on some occasions not been adhered to, and would like to reassure you that steps have been taken to ensure that the terms will be adhered to going forward.

As previously explained, the Survey Licence fee is intended to compensate for any inconvenience caused by the taking of access for survey purposes. In addition, clause 5 of the Licence

09/01/2023

Email

<p>(concerning Reinstatement) provides for the making good of damage, or payment for any losses caused.</p> <p>I recognise that you have incurred additional, unexpected time in connection with instances of non-adherence to the Survey Licence terms. Of the time that you have detailed, we have identified 10 hours as being attributable to our non-adherence to the Survey Licence terms. We are happy to pay compensation to you in respect of those 10 hours at a rate of £25/hour.</p> <p>Regarding the remainder of the time that you identified that you had spent on the Rampion 2 project- this concerns general engagement, such as attendance at public meetings. While RWE welcomes and appreciates the time that you spend considering and engaging with the project, it is not time for which financial recompense is payable.</p> <p>Therefore, I have asked Carter Jonas to make to you a goodwill payment of £250, in recognition of the time that you have spent in dealing with problems arising from our survey works. I would be grateful if you could please let me know whether you have yet received the money into your account, or otherwise if it has not yet arrived.</p>		
<p>Meeting at the Wiston Estate office</p>	<p>23/01/2023</p>	<p>Site Meeting</p>
<p>LT sends a summary email around with plans and tenancy schedule following the meeting with the WE</p>	<p>27/01/2023</p>	<p>Email</p>
<p>Jake from Wiston Estate responds with updated tenancy schedule</p>	<p>30/01/2023</p>	<p>Email</p>
<p>LT responds to Jake's email Dear Jake,</p> <p>Thank you very much for the attached schedule. Please could you provide the legal documentation for these tenants so we can understand the basis of occupation for our records.</p> <p>It would be good to arrange a date to come and meet some of the tenants who have previously been in the spreadsheet as 'care of Wiston Estate', to talk through the proposals. Looking at the attached document, it would be beneficial to meet with Sussex Timber Yards, Lord Maude, Jill Turner, Steyning Rebels and Tristan Toynbee, albeit I don't have any of their contact details. Would you be able to find a date to meet with all of them, ideally one by one, at their properties?</p> <p>I am going away next week, and return on 2nd April, but would anytime after that work for a meeting? 4th, 5th or 12th April?</p>	<p>09/02/2023</p>	<p>Email</p>

<p>SIMON KILHAM EMAIL TO JDA specifically on costs incurred in time lost and disruption.</p>	<p>10/03/2023</p>	<p>Email</p>
<p>JDA RESPONDS AS FOLLOWS: Dear Simon and Robert,</p> <p>Thank you for your emails below, and I apologise that I have not responded to them before now.</p> <p>To answer some of the points that you have raised in them:</p> <p>a. I have tried to arrange a fair payment in respect of Simon's concerns, and have taken the advice of our land agent Carter Jonas as to the amount of the payment.</p> <p>b. While the Survey Licence fee is intended to compensate for any inconvenience caused by the taking of access for survey purposes, we recognise that Simon spent additional time in dealing with problems arising from our survey works and so wanted to make a goodwill payment in recognition of this.</p> <p>c. My email of 9th January was intended as a reply to points that had been raised by Simon with one of my colleagues at our public event in Ashurst in November. I felt that the response should be sent in the first instance to Simon, who could then choose to forward them to Robert (but I didn't want just to assume that the private discussion at Ashurst should be shared more widely).</p> <p>I would like to reassure you that Rampion 2 very much wants to work alongside Tenant Farmers such as yourself, Simon, in order to understand and minimise the effects of our cable installation work.</p>	<p>10/05/2023</p>	<p>Email</p>
<p>Jakes responds with updated tenancy schedule.</p>	<p>11/05/2023</p>	<p>Email</p>
<p>RCC RESPONDS TO JDAS EMAIL FROM 10/5/23:</p> <p>Dear James and Lucy,</p> <p>You have not answered my 2 main concerns: -</p> <p>1. Licence fee – is a consideration for allowing access to the land for surveys. It is not intended to cover additional time incurred by the land occupier and has never been regarded as such by either the agents or affected parties.</p> <p>1. Be that as it may, please can you explain why the time rate you have offered of £25 per hour is less than one-third of the rate you paid on Rampion 1 (after allowing for inflation). You cannot truthfully state that "Rampion 2 very much wants to work alongside Tenant Farmers" when offering such a derisory rate.</p>	<p>15/05/2023</p>	<p>Email</p>

LT emails the estate with various information including outlining a desire to meet with Mr Kilham next week	16/05/2023	Email
JDA sends a holding email to RCC	19/05/2023	Email
<p>JDA EMAILS RCC</p> <p>Further to my email of last Friday, I confirm that I note your comments. I would like to explain that Rampion 2 is a separate project from Rampion 1, formally Rampion, and is being developed using processes and valuations that we on the Rampion 2 team believe are appropriate for this project.</p> <p>In response to your two comments:</p> <ul style="list-style-type: none"> •It is noted that neither the agents nor affected parties consider that the survey payments cover additional time incurred by the land occupier. However, the Survey Licence fee is intended to compensate for any inconvenience caused by the taking of access for survey purposes. In addition, clause 5 of the Licence (concerning Reinstatement) provides for the making good of damage or payment for any losses caused. I recognise that Mr Kilham incurred additional, unexpected time in connection with instances of non-adherence to the Survey Licence terms, and it was in respect of this that we paid additional compensation. •On the issue of Mr Kilham's time: the basis of the payment has regard to losses that he incurred and to appropriate market rates, as opposed to previous Rampion1 payments indexed by RPI. 	25/05/2023	Email
RP details in an email that one of the action points is for CJ to respond to Simon Kilham	20/10/2023	Email
<p>Email from RP to LT.</p> <p>I have started to review the draft option and easement agreement.</p> <p>Before I provide the detailed comments. Please could you confirm if Rampion will be limiting the rights to the DCO plan? As this will impact substantially on the documents.</p> <p>I look forward to hearing from you.</p>	17/11/2023	Email

<p>Email from RP to LT with clarification on how the land is managed by SK.</p>	<p>24/11/2023</p>	<p>Email</p>
<p>Email from LT to Simon Kilham Dear Mr & Mrs Kilham,</p> <p>As a tenant of the Wiston Estate, the Rampion 2 project would like to clarify the position in respect of fees for advice.</p> <p>My client would like to offer the following professional fees for you to get advice on the form of the attached Tenant Consent documentation and draft Option and Deed of Easement that Rampion 2 are looking to enter into with the Wiston Estate.</p> <p>A lot of the information within the Draft Option and Easement is relevant to the landowner, who enters the agreements with Rampion 2, however you may wish to take advice on the crop compensation and specific clauses within the agreement that apply to you as a tenant.</p> <p>The following are offered for reasonable professional fees associated with the review of the attached documentation. In the event that the below is not sufficient in reviewing the documentation please let us know including any reasons for the need for an increased cap so that we can consider it:</p> <ul style="list-style-type: none"> - £1,000 for Agents Fees (plus VAT) - £1,500 for Solicitors Fees (plus VAT) <p>We would recommend using an experienced agent and solicitor who are used to dealing with these types of projects.</p> <p>Once you have received advice on the attached, I would welcome an opportunity to sit down with you again and discuss the documentation and the project in general to give you an update on the</p>	<p>31/05/2024</p>	<p>Email</p>

<p>proposed works and to understand any further concerns you may have.</p> <p>We would also look to bring along an Agricultural Liaison Officer (ALO) from another RWE project currently in construction, who will be able to give specific examples of how we have looked to minimize impact to farming operations on similar projects and you can discuss with him ways we can reduce the impact to your farming operations during our proposed works.</p> <p>Thanks,</p> <p>Lucy</p>		
<p>Dear Mr Kilham,</p> <p>Further to my email below, please could you come back to us with a suitable date for a site meeting.</p> <p>The RWE project team has confirmed that the Agricultural Liaison Officer (as detailed below) is on standby for visits and would be free to meet to discuss how their role would help to minimize any impacts on your farming operations.</p> <p>Kind regards,</p> <p>Lucy</p>	18/06/2024	Email