

Rampion 2 Wind Farm
Category 4:
Compulsory Acquisition
Land Engagement Reports:
Tarquin Juan Taylor & Ruth
Elizabeth Taylor

Date: August 2024
Revision A

Application Reference: 4.6.35

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

Ecodoc Reference: 005279554-01



Document revisions

Revision	Date	Status/reason for issue	Author	Checked by	Approved by
A	01/08/2024	Deadline 6	Carter Jonas	RED	RED

LANDOWNER NAME:	Tarquin Taylor & Ruth Taylor	URN on LRT:	074
AGENT:	N/A	Relevant Rep Ref:	RR-335
PROPERTY NAME:	Land at Myrtle Grove Cottage, Myrtle Grove Farm, Patching, Worthing (WSX310819)	Written Rep Ref:	N/A
LAND INTEREST:	Category 1 Works 09 Cable Installation Works	PLOT No:	13/3,

STATUS

The Landowner owns a private road which is crossed by the Proposed cable construction corridor. The Landowner owns land, which is accessed via the private road, which is used for the keeping of horses.

The Applicant has engaged with the Landowner since mid-2022 and during that time the Applicant has considered a DCO Order Limits / Red Line Boundary alteration at the Landowner's request to mitigate the impact of the Project on the Landowner demonstrating meaningful consultation and engagement.

Despite a number of meetings and through regular correspondence with the Landowner, the Applicant has sought to provide the Landowner with assurances about the use / crossing of the construction corridor during the construction period, including the commitment to maintaining both vehicular and horse and pedestrian access to their land beyond the construction corridor.

The Applicant has updated the proposed Heads of Terms, revising the easement consideration offer.

The Applicant has confirmed that there is no cap on legal fees recoverable in relation to the negotiation of the Heads of Terms, and that the Applicant has only requested to be notified when the solicitors are within 10% of the original fee proposal amount, but the Landowner is not willing to accept this, requesting fees for an unlimited scope of legal (including counsel) representation. The Landowner is not willing to progress matters until the Applicant agrees to this request.

NEGOTIATIONS FOR VOLUNTARY ACQUISITION OF RIGHTS

- **Heads of Terms** were issued in **June 2023**.
- The Landowner made it clear that unless the scope of the legal fees was unlimited, the Landowner would not be prepared to discuss / enter negotiations over the **Heads of Terms**.
- The Applicant met on-site with the Landowner in **December 2023** to review and discuss the Landowner's concerns in more detail.
The Landowner made it clear that they expect the capping and scope of the legal fees to be removed or they would have no further dialogue with the Applicant.
The Landowner also had concerns about whether horses and riders can safely cross the cable construction corridor, over a temporary surface, during the construction period.
The Landowner wanted assurances as to the levels of compensation payable for impacts upon equestrian, enjoyment, and equine livery uses.
The Applicant responded at the meeting by agreeing to look into appropriate surfacing for the crossing of the cable construction corridor and seeking to be in a position to provide more details on likely construction methods and details for this particular part of the cable construction corridor so that a more informed view of the issues associated with the crossing could be considered.
- The Applicant provided a detailed response to the Landowner in an email dated **22nd March 2024** stating that the Applicant would not seek to cap fees for the negotiation of the **Heads of Terms** had been removed, subject to being notified of being within 10% of the original proposed fee expectation figure. It was confirmed that in accordance with the Compensation Code the Landowner is entitled to claim compensation for losses incurred that can be evidenced / proven to be caused as a direct consequence of the works.
The Applicant also provided a high-level review of the likely construction methods and timeframes.
- The Landowner responded to the Applicant in an email dated **22nd March 2024** and stated that they will be seeking compensation for the loss of the enjoyment of their land and that they are not willing to accept the Applicant's proposal for covering fees.
The Landowner reiterated that without the Applicant fully indemnifying all legal fees incurred by the landowner for any aspect of the Proposed Development (including representations), they would not be willing to take discussions / negotiations on the **Heads of Terms** any further.

PROGRESS OF ENGAGEMENT FOLLOWING CAH1

- The Landowner sent an email dated **12th June 2024** to the Applicant requesting a full indemnity for legal fees (uncapped and undefined) to be provided.
- The Applicant issued the Landowner **Revised Heads of Terms**, including an increased easement offer on **28th June 2024**.
- The Landowner sent an email dated **3rd July 2024** reiterating their requirement for legal counsel to be fully reimbursed before they would be willing to make any progress.
- The Applicant has prepared a note on the construction details further to detailed civil engineering work and will to issue this to the Landowner in early **August 2024**.

LANDOWNER ENGAGEMENT (2022 to 2024)

- The Applicant has had detailed dialogue with the Landowners commencing during **2022**.
- Written correspondence issued both via emails and letters have been issued to the Landowners across this period as evidenced by the Landowner Engagement Tracker (below).
- The Applicant met with the Landowner to outline the Project and to discuss the impacts of the Longer Alternative Cable Route ("LACR-01c") upon the Landowner in **July 2022**.
- During correspondence from **July 2022** up to **December 2023** the Landowner raised concerns about the safety implications of horses and riders crossing the construction corridor, and about the appropriate levels of compensation payable.
- The Applicant met on-site with the Landowner in **December 2023** to review and discuss the Landowner's concerns in more detail. The Applicant communicated that it considered that crossing the cable construction corridor would still be feasible subject to the implementation of an alternative crossing point to the side of the access road and an appropriate access crossing protocol.
- The Applicant provided a detailed response to the Landowner in an email dated **22nd March 2024**.
- The Landowner responded to the Applicant in an email dated **22nd March 2024** and stated that they will be seeking compensation for the losses to include the expense of the legal fees they would not be willing to take discussions / negotiations on the **Heads of Terms** forward.

IMPACT ON LAND INTEREST

- The LACR-01c cable route crosses a farm track that leads down from Property to the Landowner's main landholding, which is used for grazing horses.

PROPOSED MITIGATION

- The Applicant will ensure access to the main landholding is maintained at all times and has proposed a diversionary route (either side of the track) that will enable access for vehicles and horses and riders during the construction works period.


OUTSTANDING ISSUES DELAYING CONCLUSION OF VOLUNTARY AGREEMENT

- The Landowner is not willing to proceed with any negotiations on the Heads of Terms until the Applicant removes any limit on the recovery of legal (and counsel) fees.

Carter Jonas

ALTERNATIVES / REFINEMENTS – REVIEWED AT THE LAND INTEREST’S REQUEST

Full List of design changes considered with summary of reasons

Dates of Design Change Request	Design Change Request / Proposal	Accepted or Rejected	Key Reasons
17 th November 2022	<p data-bbox="409 365 1128 448">Landowner request to re-align the cable route to avoid a direct impact on buildings storing land maintenance equipment – as shown outlined in white below - and to reduce the impact on the number of landowners.</p> 	Accepted	<p data-bbox="1296 365 2069 448">Four landowners collaborated to request the cable route be re-aligned so to only directly affect three landowners rather than the proposed LARC-01c route which affecting six landowners.</p> <p data-bbox="1296 483 2069 595">The Applicant’s engineers reviewed the proposal and confirmed that this re-alignment is possible from an engineering perspective, involving extending the proposed DCO red line boundary, noting that a tighter angle may impact cable pulling and have a cost impact.</p> <p data-bbox="1296 630 2069 831">The environmental team recommended avoiding the DCO red line boundary being moved closer to a Scheduled Monument to the north west. The change would result in different direct Archaeological Notification Area impacts, but size of area impacted remains very similar to the base position. It has been noted that there will likely be hedgerow and ecological impacts at the southern edge of the potential DCO red line change, though these are not a designated constraint.</p>

CJ Negotiations/Contact Summary	Date of Contact	Method of Contact
<p>EM from Tarquin Taylor (TT) re Request for Information - WSX310819</p> <ul style="list-style-type: none"> > Received a letter requesting information in connection with the potential cable route. > Confirmed this area of land is complicated with regard to various titles. > Requested to be provided with a more accurate map. > Requested Nigel Abbott (NA) to contact TT. 	06/07/2022	Email
<p>EM to Tarquin Taylor re Request for Information - WSX310819</p> <ul style="list-style-type: none"> > Confirmed could meet with TT on 12 07 22. 	07/07/2022	Email
<p>EM from Tarquin Taylor re Request for Information - WSX310819</p> <ul style="list-style-type: none"> > Confirmed can meet on 12 07 22. 	07/07/2022	Email
<p>EM to Tarquin Taylor re Request for Information - WSX310819</p> <ul style="list-style-type: none"> > Requested whether could meet on 11 07 22. 	07/07/2022	Email
<p>EM from Tarquin Taylor re Request for Information - WSX310819</p> <ul style="list-style-type: none"> > Confirmed can meet in the afternoon of 11 07 22. 	07/07/2022	Email
<p>MEETING Tarquin Taylor, Ruth Taylor (RT) and Nigel Abbott (CJ) at North End, Findon</p>	11/07/2022	Site Visit
<p>LTR from Ruth Taylor re OBJECTION to proposed access route - Area 4c LARC-01c</p> <ul style="list-style-type: none"> > Stated the proposed route will decimate RT's yard, buildings, access tracks and land which will be prevented from being used for the duration of the works. > Impacts: <ul style="list-style-type: none"> - will deem land unusable for the duration of the construction works. - devaluation of the asset during the construction phase. - barn owls - requesting full survey to be undertaken. - replace the infrastructure of the equestrian land would be more significant than that of using the neighbouring agricultural land as an alternative route. 	18/10/2022	Letter
<p>EM from Ruth Taylor re Rampion II - Consultation - 18 10 22</p> <ul style="list-style-type: none"> > Confirmed RT & TT have received consultation pack. > Confirmed the proposal far exceeds NA's description on 11 07 22. > Expressed decimation of their equestrian yard facility. > Attached copies of the feedback through the prescribed consultation process. 	19/10/2022	Email
<p>EM to Ruth Taylor re Rampion II - Consultation - 18 10 22</p> <ul style="list-style-type: none"> > Confirmed NA would be willing to meet TT & RT to discuss this further - and provide an update on a proposed cable route change - on either 01 11 22 or 02 11 22. 	19/10/2022	Email
<p>EM from Ruth Taylor re Rampion II - Consultation - 18 10 22</p> <ul style="list-style-type: none"> > Confirmed matter increasingly distressing and requested NA to send the updated / changed cable route with the exact line crossing their land before any meeting is arranged. 	19/10/2022	Email

<p>EM to Ruth Taylor re Rampion II - Consultation - 18 10 22</p> <ul style="list-style-type: none"> > <i>Provided sketch plan showing current proposed route and proposed alternative cable route.</i> > <i>Confirmed that this proposed change is in the early stages of a formal Design Change process.</i> 	19/10/2022	Email
<p>EM from Ruth Taylor re Rampion II - Consultation - 18 10 22</p> <ul style="list-style-type: none"> > <i>Confirmed an alternative cable route needs to be considered.</i> > <i>Requested Applicant provide reasoning why the cable route through the Myrtle Grove area and not a route to the North of Myrtle Grove (going through the Angmering Park Estate land).</i> > <i>Commented that the proposed cable route change is more in line with NA's description in July.</i> > <i>Expressed concerns about construction works mixing with horses.</i> > <i>Confirmed proposed cable route will affect a loss of their amenity, loss of the enjoyment of their land and horse husbandry experience, devaluation of their asset and loss of livery income.</i> > <i>Confirmed either proposal will need to be remedied by means of a correct level of compensation in accordance with RT & TT's anticipated loss.</i> 	20/10/2022	Email
<p>EM from Ruth Taylor re Rampion II - Consultation - 18 10 22</p> <ul style="list-style-type: none"> > <i>Requested a response to email dated 20 10 22.</i> 	03/11/2022	Email
<p>EM to Tarquin Taylor & Ruth Taylor re Rampion II - Survey Access Request</p> <ul style="list-style-type: none"> > <i>Requested non-intrusive survey access - attached draft licence agreement for consideration.</i> > <i>Set out position on exercising statutory powers under Section 172 of the Housing & Planning Act 2016.</i> 	16/11/2022	Email
<p>EM from Tarquin Taylor re Rampion II - Survey Access Request</p> <ul style="list-style-type: none"> > <i>Queried Applicant right to exercise Section 172 powers.</i> > <i>Requested meeting to obtain actual route alignment.</i> > <i>Requested confirmation of route of access road, width and compensation payable.</i> 	16/11/2022	Email
<p>EM to Tarquin Taylor re Rampion II - Survey Access Request</p> <ul style="list-style-type: none"> > <i>Proposed to meet on 01 12 22 or 02 12 22.</i> > <i>Confirmed the Project is a NSIP and therefore The Applicant deemed an "acquiring authority" and can utilise statutory powers under Section 172 of the Housing & Planning Act 2016.</i> > <i>Confirmed will bring the survey licence to the meeting to obtain a signature.</i> 	24/11/2022	Email

<p>EM from Tarquin Taylor re Rampion II - Survey Access Request</p> <ul style="list-style-type: none"> > Requested actual route of the proposed survey. > Confirmed TT will not sign the survey licence unless TT has had sight of what is actually being surveyed, the limits of access and where the Applicant's personnel will be on the land and extent of their activity. > Noted repeated reference to the exercise of statutory powers - TT considers not had reasonable opportunity to assess the route information first. > Confirmed TT will seek injunctive relief to prevent access to the land, until Applicant provides reasonable information previously requested. > Requested NA adopt a more conciliatory approach. 	24/11/2022	Email
<p>EM from Tarquin Taylor re Rampion II - Survey Access Request</p> <ul style="list-style-type: none"> > Requested clarification over why two parcels of land and not being dealt with by two agreements. > Requested clarification that if route narrowed then access will only be required across the track, rather than through the yard > Requested these certainties to be clarified before licence(s) signed. 	24/11/2022	Email
<p>EM to Tarquin Taylor re Rampion II - Survey Access Request</p> <ul style="list-style-type: none"> > Requested whether NA could call TT 25 11 22. 	24/11/2022	Email
<p>EM from Tarquin Taylor re Rampion II - Survey Access Request</p> <ul style="list-style-type: none"> > Confirmed availability for a call between 09:00 and 10:00 on 25 11 22. 	24/11/2022	Email
<p>EM to Tarquin Taylor re Rampion II - Survey Access Request</p> <ul style="list-style-type: none"> > Confirmed further to telephone call, that in principle any losses incurred as a direct result of the Applicant's scheme will be compensated for (subject to being able to prove / evidence the loss). 	25/11/2022	Email
<p>EM from Tarquin Taylor re Rampion II - Survey Access Request</p> <ul style="list-style-type: none"> > Confirmed greatly appreciated NA making contact and providing reassurance TT was seeking. > Confirmed the issue of the livery and riding activity income being affected by construction traffic has caused a concern and knowing that compensation for reasonable losses makes the intrusion far more palatable. > Confirmed pleased to have agreed a single licence agreement, over an area that will not impact on the yard. 	25/11/2022	Email
<p>EM to Tarquin Taylor & Ruth Taylor re Rampion 2 - Myrtle Grove Farm - Site Visit</p> <ul style="list-style-type: none"> > Requested site visit for the Applicant's engineers on 15 12 22. 	02/12/2022	Email
<p>EM from Tarquin Taylor re Rampion 2 - Myrtle Grove Farm - Site Visit</p> <ul style="list-style-type: none"> > Requested whether the revised survey and access agreement will be in place by 15 12 22. 	02/12/2022	Email
<p>EM from Ruth Taylor re Rampion II - Survey Access Request</p> <ul style="list-style-type: none"> > Requested NA to note the Applicant's Surveyors were on Taylor's private land on 12 12 22. 	19/12/2022	Email
<p>LTR to Tarquin Taylor & Ruth Taylor - Consultation</p>	22/02/2023	Letter

<p>EM from Ruth Taylor re Rampion II - Survey Access Request</p> <ul style="list-style-type: none"> > Confirmed receipt of CJ letter dated 22 02 23 with regard to "new area for consultation". > Requested an update in writing to the impact of this new area for consultation has on their land and the agreement confirmed on 25 11 22 that it would not go through the bottom yard / lower paddocks. > Confirmed have not received an amended licence and payments as confirmed last year, despite surveys being undertaken. > Requested a reply as a matter of urgency, so can respond to consultation deadline of 27 03 23. 	06/03/2023	Email
<p>EM from Ruth Taylor re Rampion II - Complaints Process Request</p> <ul style="list-style-type: none"> > Requested the Applicant's Complaints Process. > Confirmed grievance with CJ as zero communication since November 2022, and that CJ not following the process outlined with regard to providing survey licence(s) and agreed payments prior to conducting surveying works by the Applicant's surveying team. > Confirmed CJ confirmed that the bottom paddocks / equestrian facility "the yard" would not be impacted upon - however the new consultation still shows works decimating the yard, awaiting a response to email dated 06 03 23. > Requested CJ within 5 working days: <ol style="list-style-type: none"> 1) Provide a written reply to email dated 06 03 23. 2) Provide a licence for trackway and payment. 3) Provide a licence for access and payment. 	15/03/2023	Email
<p>EM to Ruth Taylor (from Vaughan Weighill of RWE (VW)) re Rampion 2 - Complaints Process Request</p> <ul style="list-style-type: none"> > Confirmed VW will follow up on RT's emailed dated 15 03 23 and will revert shortly. 	15/03/2023	Email
<p>EM to Ruth Taylor re Rampion II - Complaints Process Request</p> <ul style="list-style-type: none"> > Apologised to RT for no contact since November 2022. > Confirmed NA has been unable to issue the Survey Access Licence as the proposed cable re-alignment has yet to be finalised for an accompanying plan to be produced. > Provided an extract showing the revised DCO Order Limits / RLB that avoids the lower paddock / the yard. > Confirmed survey access had been previously requested on a verbal permission basis for surveys on the Taylor's land, but was aware that the Applicant's surveyors may have gained access along their track to adjoining landowners land - without having provided prior notification. > Confirmed will issue the licence - with the accompanying plan to follow. 	17/03/2023	Email
<p>EM from Ruth Taylor re Rampion II - Complaints Process Request</p> <ul style="list-style-type: none"> > Confirmed appreciation for the apologies and confirmation showing the extract of the plan detailing the proposed route. > Requested a single point of contact to deal with to resolve present concerns relating to: <ol style="list-style-type: none"> 1) Project Management / Logistics 2) Compensation & Payments 	21/03/2023	Email

EM from Tarquin Taylor re Rampion II - Survey Access Request - Wk c. 27 03 23 <i>> Confirmed access - subject to track licence agreement with payment.</i>	27/03/2023	Email
EM to Ruth Taylor re Rampion II - Complaints Process Request <i>> Attached Licence Agreement and accompanying Payment Information Request Form to be signed and returned.</i> <i>> Responded to the 2 points raised in RT's emailed dated 21 03 23</i>	28/03/2023	Email
EM from Tarquin Taylor re Rampion II - Complaints Process Request <i>> Confirmed that the licence received is not what was agreed.</i>	28/03/2023	Email
EM from Tarquin Taylor re Access Trackway <i>> Query over fees payable - Requested to meet NA and NA's manager as soon as possible.</i>	29/03/2023	Email
EM to Tarquin Taylor re Access Trackway <i>> Discussions ongoing with regard survey requirements.</i> <i>> Proposed a TEAMS call with NA's manager on 31 03 23.</i>	29/03/2023	Email
EM from Tarquin Taylor re Access Trackway <i>> Discussions ongoing with regard survey requirements.</i> <i>> Question why TT's contact details provided to contractor's without TT's express consent.</i>	29/03/2023	Email
EM to Tarquin Taylor re Access Trackway <i>> Discussions ongoing with regard survey requirements.</i> <i>> Apologised for passing on TT's contact details without prior express consent.</i>	31/03/2023	Email
EM from Tarquin Taylor re Access Trackway. <i>> Discussions ongoing with regard survey requirements</i>	31/03/2023	Email
EM from Ruth Taylor re Access Trackway	17/04/2023	Email
EM to Tarquin Taylor & Ruth Taylor re Access Trackway <i>> Proposing an on-site meeting on 02 05 23</i>	26/04/2023	Email
EM from Ruth Taylor re Access Trackway <i>> Confirmed meeting on 02 05 23</i>	26/04/2023	Email
ON-SITE MEETING Tarquin Taylor, Ruth Taylor, Steven Drennan (CJ) and Nigel Abbott (CJ)	02/05/2023	Site Visit
EM to Tarquin Taylor & Ruth Taylor re Rampion II - Revised Survey Licence Agreement <i>> Attached revised Survey Access Licence agreement - with a revised licence fee as discussed and agreed.</i>	23/05/2023	Email
EM from Ruth Taylor re Rampion II - Revised Survey Licence Agreement <i>> Attached signed licence agreement and completed Payment Information Request Form.</i>	26/05/2023	Email
EM to Tarquin & Ruth Taylor re Rampion II - Key Terms Pack <i>> Attached Key Terms Pack.</i>	27/06/2023	Email
EM from Ruth Taylor re Rampion II - Revised Survey Licence Agreement <i>> Requested provision of a payment date for the signed and returned licence agreement.</i> <i>> Notified CJ that it is TT & RT's intention to seek legal</i>	28/06/2023	Email

<i>advice and request reimbursement for all reasonable and proper legal fees.</i>		
EM to Tarquin & Ruth Taylor re Rampion II - Revised Key Terms Pack <i>> Attached Revised Key Terms Pack.</i>	26/07/2023	Email
EM to Tarquin Taylor & Ruth Taylor re DCO Submission	14/08/2023	Email
EM to Tarquin & Ruth Taylor re Rampion II - Key Terms <i>> Confirmed received notification that Clarke Wilmott have made contact with the Applicant's solicitors Eversheds Sutherland. Confirmed that in order to progress matters, require the Heads of Terms to be signed and returned - so that Eversheds Sutherland may be instructed to liaise directly with Clarke Wilmott.</i>	15/08/2023	Email
EM from Ruth Taylor re Rampion II - Key Terms <i>> Provided Clarke Wilmott solicitor contact details.</i>	15/08/2023	Email
EM to Tarquin Taylor & Ruth Taylor re Application accepted for Examination by Planning Inspectorate	08/09/2023	Email
EM from Ruth Taylor re Payment of Survey & Access Licence Fee <i>> Provided CCTV footage of Applicant's surveyors using access track. > Confirmed still awaiting payment of the licence fee. > Requested that the licence is set for renewal.</i>	21/11/2023	Email
EM to Ruth Taylor (from Vicky Portwain (RWE) (VP)) re Payment of Survey & Access Licence Fee <i>> Confirmed VP will pick this up with NA as a matter of urgency.</i>	22/11/2023	Email
EM to Ruth Taylor re Payment of Survey & Access Licence Fee <i>> Apologised for the delay in making the payment - confirmed payment will be made by 01 12 23. > Clarified what legal advice is being sought. > Confirmed a new licence agreement would be issued by 23 11 23.</i>	22/11/2023	Email
EM to Tarquin & Ruth Taylor re Rampion II - Key Terms <i>> Confirmed that in order to be able to instruct the Applicant's solicitors to make contact with Clarke Wilmott, the Heads of Terms need to be signed and returned.</i>	22/11/2023	Email
EM from Ruth Taylor re Payment of Survey & Access Licence Fee <i>> Confirmed licence was verbally agreed in 2022 but did not receive correct licence until May 2023. > Legal advice was going to be sought over non-payment of licence fee, but is now overlapping with the Heads of Terms. > Requested the Applicant's solicitor's details be provided to Clarke Wilmott.</i>	23/11/2023	Email
EM to Ruth Taylor re Payment of Survey & Access Licence Fee <i>> Confirmed the licence payment will be paid 24 11 23. > Confirmed there will be no further non-intrusive surveys going forward, but the Applicant will pay a pro-rata payment of for two months since the expiry of the survey licence. > Requested whether TT & RT would be willing to sign the Heads of Terms so the Applicant's solicitors can be instructed to make direct contact with Clarke Wilmott.</i>	24/11/2023	Email

<p>EM from Ruth Taylor re Payment of Survey & Access Licence Fee</p> <ul style="list-style-type: none"> > Requested confirmation of what the timeframe is for CJ to make such payments. > Requested confirmation of whether a barn owl survey was undertaken. 	27/11/2023	Email
<p>EM from Ruth Taylor re Rampion II - Key Terms</p> <ul style="list-style-type: none"> > Stated that the minimum linear meterage consideration offer does not apply to TT & RT. > Stated proposed works land lock the equestrian yard and paddocks beyond, preventing full use - including the loss of equestrian livery business, the loss of the use as an equestrian yard and the keeping of horses, and the loss of enjoyment of this land for the duration of the works. > Stated that the Heads of Terms offer is not relative to the actual losses TT & RT will incur, and requires legal advice and representation prior to signing any document. > Confirmed that until this impasse is resolved commencing engagement with their legal representatives, with all legal fees covered, then it remains extremely difficult to move positively forward. 	29/11/2023	Email
<p>EM from Tarquin Taylor & Ruth Taylor re Proposed Meeting with Engineers on 12 12 23</p> <ul style="list-style-type: none"> > Proposed meeting with the Applicant engineer on 12 12 23. 	01/12/2023	Email
<p>EM from Ruth Taylor re Proposed Meeting with Engineers on 12 12 23</p> <ul style="list-style-type: none"> > Confirmed availability to meet on 12 12 23. 	04/12/2023	Email
<p>ON-SITE MEETING Ruth Taylor, Vicky Portwain (RWE), Toby Lee (RWE) and Nigel Abbott (CJ)</p>	12/12/2023	Site Visit
<p>EM from Ruth Taylor re Title Deed WSX310819</p> <ul style="list-style-type: none"> > Requested CJ to send a copy of the Title Plan of WSX310819. 	14/12/2023	Email
<p>EM to Ruth Taylor re Title Deed WSX310819</p> <ul style="list-style-type: none"> > Confirmed the title plan is not available immediately to download from the Land Registry Website. > Provided screenshot of the title. 	15/12/2023	Email
<p>EM from Ruth Taylor re Title Deed WSX310819</p> <ul style="list-style-type: none"> > Confirmed wanted to check length of the title - thanked NA for sending through the screenshot. 	15/12/2023	Email

<p>EM from Ruth Taylor re Notice to RWE / Carter Jonas</p> <ul style="list-style-type: none"> > Stated to take notice that at some point this matter will be before a judge and the Applicant and their agent to explain why refused to facilitate access to legal representation. > Expect the Applicant to confirm by return that all legal fees will be met and not capped. If not done, TT & RT will no longer correspond with the Applicant and await courts. > Further to the meeting, the use of the steep gradient trackway locks the equestrian yard and paddocks preventing use with consequential losses, equestrian, safety and that proposed mitigation was unacceptable. > Stated when works commence duty of care will be with Applicant under the Occupiers Liability Act which should be detailed within the Heads of Terms. > Stated reimbursement of legal fees after signing Heads of Terms was agreed by the Applicant. Await acknowledgement that all legal fees will be reimbursed and not capped. > The Applicant engineer confirmed the works would take a maximum of 25m width, and the engineer agreed to take a further look at this before confirming. > Requested CJ to forward the link to the statutory compensation measure for loss of business use. 	20/12/2023	Email
<p>EM to Ruth Taylor re Notice to RWE / Cater Jonas</p> <ul style="list-style-type: none"> > Confirmed will need to review full contents of RT's email dated 21 12 23 with Vicky Portwain (RWE) before responding. > Confirmed there is no statutory compensation measure for loss of business use, and provided Office of Deputy Prime Minister's Compulsory Purchase & Compensation Booklets for reference. 	21/12/2023	Email
<p>EM from Ruth Taylor re Notice to RWE / Cater Jonas</p> <ul style="list-style-type: none"> > Reiterated that until request that all legal fees will be met and not capped TT & RT cannot continue to correspond with CJ. Stated it Applicant blocking the process by refusing to facilitate TT & RT access to legal representation. 	21/12/2023	Email
<p>EM from Tarquin Taylor re Notice to RWE / Cater Jonas</p> <ul style="list-style-type: none"> > Wishes to record other landowners advised that the limit to legal costs, indicated on the Heads of Terms is not fixed. > TT wants legal representation and in order to seek the right advice and be fully compensated for the losses. > TT wants to instruct a solicitor, along with seeking counsel opinion on TT & RT's legitimate heads of claim. > TT wants to be paid for his time incurred to date. > Requested programme and scope of works to assess impact on TT & RT's enjoyment of the land. > Claimed the Applicant has blighted the future sale of the land. > Requested that the limit on legal fees is withdrawn under the Heads of Terms, in order that TT & RT can obtain legal representation to deal with the matter. 	22/12/2023	Email

<p>EM to Tarquin Taylor re Notice to RWE / Carter Jonas > Confirmed that the Project Team have given TT's email dated 22 12 23 full consideration and response as follows: - <u>Legal Fees</u> – Proposed revised way forward with on reasonable fees - <u>Time</u> Confirmed that TT & RT's time incurred subject to agreeing an appropriate hourly rate up to an agreed capped figure (to be discussed). - <u>Compensation</u> - in accordance with the Compensation Code will be compensated. - <u>Construction Methods and Timeframes</u> - confirmed no final design detail. Referred TT & RT to the Outline Code of Construction Practice. Confirmed that construction is likely to start during 2025/26 for circa 3.5 years. > Confirmed that barn owl and bat surveys have been carried out in the locality.</p>	22/03/2024	Email
<p>EM from Tarquin Taylor re Notice to RWE / Cater Jonas > Concern over compensation, legal fees, and options proposed to progress matters to include Applicant purchase of the land and compensation for the cost of 4 years livery for the horses,</p>	22/03/2024	Email
<p>LTR to Tarquin Taylor & Ruth Taylor - Clarification of Professional Fees</p>	06/06/2024	Letter
<p>EM from Ruth Taylor re Clarification of Professional Fees > Confirmation that TT & RT require appropriate undertaking to pay reasonable solicitors fees associated with Key Terms which were deemed generic with a compensation amount that displays no relevance to actual loss or even near acceptable. > Requested legal advice, with full reimbursement of such fees (uncapped) to recover our natural entitlement to recover losses caused by the imposition of the Applicant works.</p>	12/06/2024	Email
<p>LTR to Tarquin Taylor & Ruth Taylor re Revised Key Terms > Attached Revised Heads of Terms.</p>	28/06/2024	Letter
<p>EM from Ruth Taylor re Notice to RWE / Carter Jonas > Regard to letter dated 28 06 24 offering Heads of Terms on the proposed Option and Deed of Easement - please note that despite stating an increase in payments there is no, or little difference made in relation to the previously received Heads of Terms on 23 07 23. > Repeatedly expressed concerns and reasons for being unable to sign the Heads of Terms and requirement for legal counsel to be fully reimbursed before able to progress.</p>	03/07/2024	Email

All engagement correspondence referred to within this Land Engagement Report can be provided upon request. Please note: there may have to be redactions in order to comply with confidentiality between parties and GDPR legislation.