

Appendix - Email of objection sent on 22 June 2022

From: Wynn, Robert

Sent: 22 June 2022 19:11

To:

Cc: WyseOil (Sales) < >

Subject: FW: LTC - Objection to HE stance of obtaining land - Title number TT58948

Dear Ms Sarah Collins,

We refer to your letter dated 24 May 22 and official closing date for consultation at 23.59 on 22.6.22 (tomorrow).

We have been actively engaging with the HE for some time via agent Jon Booth.

In essence, we agreed to follow the voluntary route that was envisaged to entail HE purchasing the whole 8 acres from us (including co owner of 50% of the land , Alec Nelson) , as initially indicated by HE.

We are now astonished, that despite sterling efforts by our agent, Jon Booth, that HE land are insisting on not compensating us for the full 8 acres and propose handing back 2 acres alongside the railway, including further limitations by installing new utilities in the retained land covered by easements.

The is a totally unacceptable position by leaving small strip of land of no use to my brother and I (ie the proposed HE land take will remove the enjoyment of the current land).

We need this resolved, as otherwise we will have no alternative but to withdraw from the voluntary agreement and await CPO procedures. The current HE position is completely contrary to the provisions and safeguarding of land owners under the Highway Act 1980 Section 246.

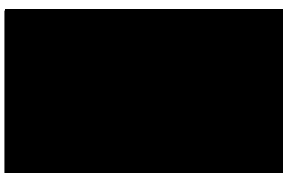
The co owner the land has put forward his indication that he may be interested in future purchase of any remaining land but this has to be a completely separate arrangement on completion of purchase of the 8 acres.

We await to hear from you.

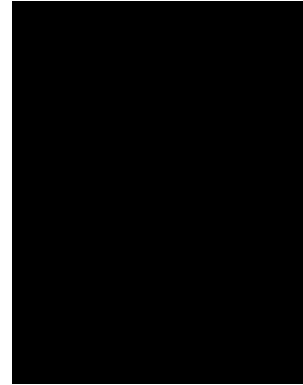
Yours sincerely,

Robert Wynn and Simon Wynn

POA's for The late Robin Wynn



Mr J Moore
Senior Surveyor LTC
Highways England



8 January 2023

Dear Jason,

FW: LTC - Objection to HE stance of obtaining land - Title number TT58948

My brother and I wrote to the Highways Agency on 22nd of June 22 to set out our objection (appended) regarding the indicative offer from you in purchasing the whole land and issue of whether our part owner (ie 50%) of the land, Alec Nelson, could purchase the retained land on his own following the HE post construction period of the works.

Since this date, we have not received a response but there has been number of conversations with you and our land agent, Jon Booth, including email correspondence.

Fundamentally we are now in a situation whereby due to the entrenched viewpoint by HE, as joint landowners, has left us with opposing objectives that is causing significant tension and unnecessary stress with regard to our original relationship with Alec Nelson.

However, my brother and I have formed this letter to progress the situation with HE to mitigate our above problems with Alec Nelson and find a solution for all.

To simply recap, and for this purpose, we use first and second parties, the First party (Nelson), wishes to retain the 'blue land', which is to be returned following completion of the project. The Second Party (Wynn), wish to enjoy the land for as long as possible but do not want to own the 'blue land' beyond the DCO being granted and National Highways taking access.

We would briefly describe the three options put forward by HE as follows:

With reference to an email from Jon Booth email dated 26 October 22 following discussion with you as follows:

1. Up to the point of the DCO being granted (12 to 18 months away), National Highways would be prepared to purchase the whole, subject to contract and agreeing values. If agreed, they would lease back the land until such time it is needed for construction. Please note, negotiations can continue after the DCO application (Nov/Dec 2022), however enough time needs to be allowed for a pre-DCO sale transaction to complete before the DCO is granted ie if this route is taken we should not delay starting negotiations.
2. If the land is not acquired by National Highways pre-DCO in accordance with option 1., National Highways have offered the Voluntary Agreement. The Voluntary Agreement would confirm your collective agreement to the proposed, both 'pink' and 'blue' land. On signing, you would be contractually bound not to object to the scheme during the DCO review process and for which you would be paid 10% of the present day market value of the property. Importantly, this payment does not affect how you will be compensated following the grant of the DCO. Following the grant of the DCO, I would negotiate on your behalf in accordance with the 'compensation code' and the date at which this compensation will be assessed will most likely be the date of entry by National Highways. If woodland increases in value from the present day to the date of entry, your claim will increase accordingly. The Heads of Claim under the 'compensation code' will include – value of land taken, effect on value of retained land and disturbance payments.

If the project does not go ahead, you will retain the payment received under the Voluntary Agreement. It is paid at National Highway's risk, pre-DCO. If the project does go ahead, the voluntary payment is deducted from your compensation payment.

You will retain use of the land until the DCO is granted and National Highways serve their notice to treat and take entry.

3. Default option. If the land is not purchased pre-DCO (option 1.), or if a Voluntary Agreement is not signed (option 2.), then you will continue to occupy the land until such time as National Highways are granted their DCO and serve notice to treat to take entry. You will then be compensated as set out under option 2. and on completion of the project you will receive back the 'blue land'. The only difference with option 2., is that you will have missed the opportunity to take an early payment through the Voluntary Agreement – say £10,000 per acre for 8 acres, the voluntary payment will be in the region of £8,000.

Summary of the three options:

For the two landowners (Wynn/Nelson), there are opposing views on all three of the above options, however, my brother and I propose that if a simple agreement that HE would allow the First Party to purchase the land post road construction ie that could follow either option 1 or 2 above (ie esp as the title of land would have to be changed in any event) , then we believe this would satisfy both landowners.

However, todate you have responded to Jon Booth summarised by Jon as follows:

We have attempted to obtain the agreement of National Highways to proceed with option 1 but for Alec to have a contractual pre-emption right (first refusal) to purchase the 'blue land' on completion of the project. National Highways have stated this is procedurally very complicated for them and they do not, therefore, have a business case to do so in this instance.

My brother and I state that this is completely unacceptable as it leaves the Second Party completely at risk in dealing with a new private legal agreement post DCO in where the Second Party would have to deal with First Party to recover one acre of the two acres of retained land.

We are completely dismayed at the HE's attitude, as this should be a straight forward case and HE should be offering a fair and reasonable resolution so that First Party can purchase and all parties can continue with the pre and post DCO process without any problem or complication.

Given our objection 22nd June 2022, unless you manage to resolve the impasse to safeguard us in unnecessary legal costs that could be completely outside of control with the Second Party on subsequent events with the First Party, we will not sign up to the voluntary agreement and, as above, would further state that the HE are now causing a fractious situation between both parties that should clearly not be the case.

As you are aware, the original joint purchase of land in 2016 (ie when the LTC had a different preferred route), was solely for pleasure use for the benefits of both respective families, however, we now face what appears to be a continually unacceptable situation, that unless you change your stance could only become worse over the next 18 months.

In the event of no change, we will have no alternative but to seek and approach the LTC's Chief Executive and if necessary take legal advice to debate this issue and this is causing extreme anxiety and stress.

We trust that you can review and provide a straight forward solution to this problem as described above.

We await to hear from you in due course.

Yours sincerely,

R P Wynn

.....dated

SW Wynn

.....dated

cc Jon Booth

Appendix - Email of objection sent on 22 June 2022

From: Wynn, Robert
Sent: 22 June 2022 19:11
To: LTC.CONULTATION@TRAVERSE.LTD
Cc: WyseOil (Sales) <swynn@wyseoil.co.uk>
Subject: FW: LTC - Objection to HE stance of obtaining land - Title number TT58948

LTC.CONULTATION@TRAVERSE.LTD

Dear Ms Sarah Collins,

We refer to your letter dated 24 May 22 and official closing date for consultation at 23.59 on 22.6.22 (tomorrow).

We have been actively engaging with the HE for some time via agent Jon Booth.

In essence, we agreed to follow the voluntary route that was envisaged to entail HE purchasing the whole 8 acres from us (including co owner of 50% of the land , Alec Nelson) , as initially indicated by HE.

We are now astonished, that despite sterling efforts by our agent, Jon Booth, that HE land are insisting on not compensating us for the full 8 acres and propose handing back 2 acres alongside the railway, including further limitations by installing new utilities in the retained land covered by easements.

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We need this resolved, as otherwise we will have no alternative but to withdraw from the voluntary agreement and await CPO procedures. The current HE position is completely contrary to the provisions and safeguarding of land owners under the Highway Act 1980 Section 246.

The co owner the land has put forward his indication that he may be interested in future purchase of any remaining land but this has to be a completely separate arrangement on completion of purchase of the 8 acres.

We await to hear from you.

Yours sincerely,

Robert Wynn and Simon Wynn

POA's for The late Robin Wynn



From: Hansel Charles [REDACTED]@nationalhighways.co.uk>
Sent: 10 February 2023 07:19
To: Robert Wynn [REDACTED]@gmail.com>
Cc: Jason Moore <[REDACTED]@lowerthamescrossing.co.uk>; Jon Booth <[REDACTED]@lambertandfoster.co.uk>; [REDACTED]@wyseoil.co.uk
Subject: RE: FW: Wynn and Nelson - land at Scalers Hill - letter of complaint

Dear Robert,

Thank you for your email dated 24th January 2023 and apologies for the delay in replying to you.

Please see my responses below with clarifications to your points raised in your email.

1. National Highways will purchase the negotiated pink land only required for LTC by voluntary agreement and payments would be made to your conveyancing solicitors via National Highways Solicitors who would then apportion the payments agreed to the relevant parties ownership of the land. As part of this transaction:
 - a. *Your brother and yourself will receive Market Value for half pink land and half of the of blue land (as you are co-owners with Nelson).*
 - b. *Alec Nelson can use the proceeds from the pink land, subject to all owner's agreement to buy your interest in the blue land.*
 - c. *Alec Nelson will receive Market Value for the remainder of the pink land.*
2. With regards to the lease back agreement for rent. Any agreement entered by National Highways would need to be assessed at market value. The lease would be negotiated and managed through our managing agent Carter Jonas.
3. It is difficult to commit to a timescale at this time as we haven't agreed compensation for the land. Once compensation is agreed, we would be instructing our solicitors to begin the conveyancing process in acquiring this land which sometimes can take up to six months to complete. If DCO is granted, we expect this to be around summer 2024. National highways will serve a contractual notice giving 28 days' notice to

regain possession of the pink land in time for our contractors to start work and serve statutory notices on the blue land in the form of a voluntary agreement.

All reasonable and proportionate professional fees will have to be claimed in accordance with the compensation code and will be payable by National Highways.

As previously offered, I would be happy to arrange a meeting with you, your brother your agent Jon Booth and Alec Nelson and Jason Moore to discuss this new option at our site office in Pilgrims Lane, Grays, Essex.

Kind Regards

Hansel

Hansel Charles

Senior Property Adviser

Lower Thames Crossing

National Highways | Woodlands | Manton Lane | Bedford | MK41 7LW

Tel: 07895330235

Web: <http://www.highwaysengland.co.uk>

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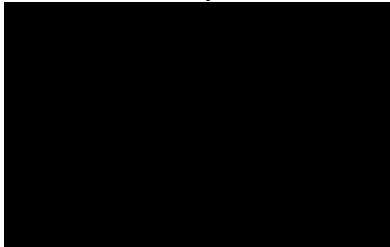
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Mr RP Wynn & Mr SW Wynn



Hansel Charles
Lower Thames Crossing
National Highways
Woodlands 1st Floor
Manton Lane
Bedford MK41 7LW

@nationalhighways.co.uk

20th January 2023

Dear Robert

Thank you for your letter of complaint which has been forwarded to me to respond to in my role as the Lower Thames Crossing (LTC) Senior Property Adviser. I have spoken with your main LTC contact, Jason Moore, who has assisted me in preparing this response.

I would like to stress, on behalf of LTC and National Highways, that we do sympathise with both yours and Alec's situation.

Ordinarily, an Acquiring Authority would expect landowners to instruct a single point of contact that takes conduct and is authorised on behalf of all other owners, trustees or interested parties. For example, in cases of trustee ownership, it is typical that one party has power of attorney (or agreed governance or rules of engagement) when negotiating transactions.

I understand we have considered a couple of options in relation to trying to purchase the land required for the LTC scheme prior to our Development Consent Order (DCO) being submitted. As a Nationally Significant Infrastructure Project, Lower Thames Crossing is obliged to comply with the Planning Act 2008 guidance.

The Planning Act 2008 obliges acquiring authorities to acquire land by negotiation wherever practicable. To this end, we have offered two forms of voluntary agreement, as set out in your letter. These options were considered and approved by me and are in line with the guidance and National Highways policy.

Jason informs me that he has been engaging with both parties, Alec and yourself, since January 2021, and had formed a constructive relationship. I understand the voluntary agreement options we've proposed have been considered in detail, and there have been numerous meetings between yourselves, supported by your land agent and Jason. It is evident this case is complicated by the fact that yourself and Alec hold opposing views, and efforts to reach an agreed approach between yourselves has not been possible.



I have considered your circumstances again and in a final attempt to offer a form of voluntary agreement that satisfies both yourself and Alec, whilst still being in line with statutory guidance and National Highways policy, we would be prepared to offer a third option as briefly described below.

- 1. We negotiate a purchase of the pink land (land required permanently by LTC) only and immediately lease back to both parties to continue your use and enjoyment of the land. Once our DCO is granted, we serve a contractual notice giving 28 days' notice to regain possession of the pink land in time for our contractors to start work.*
- 2. With the proceeds from the purchase of the pink land, subject to all owners agreement, the proceeds could be used by Alec to 'buy out' your interest in the blue land (land required temporarily with retained access rights).*
- 3. We agree a form of LTC's standard voluntary agreement to serve statutory notices for the blue land once our DCO has been granted, and any disturbance compensation payable is paid to the then landowner(s) on the future valuation date (the date we take access). There will be no up front payment on completion of our standard voluntary agreement for the blue land as disturbance compensation is assessed on future impacts and losses on a future valuation date (i.e the date we take access). Importantly, this arrangement will allow the landowner to retain the freehold of the blue land.*

As to incurring professional fees, all reasonable and proportionate fees should be claimed in accordance with the compensation code. We would ask that you liaise with your land agent in the first instance to advise what type of fees or costs might be payable under the compensation code. Your agent should be able to formulate and submit compliant claims for our consideration.

I would be pleased to arrange a meeting with you, your brother and Alec to discuss this new option should you have any queries or questions.

I confirm that I have dealt with your complaint in line with Stage 1 of our complaint's procedure. I hope I have managed to resolve your complaint. However, if you feel that your complaint has still not been dealt with appropriately you may escalate your complaint to Stage 2 as detailed in our complaint's procedure below.

<https://nationalhighways.co.uk/about-us/complaints-procedure/>

Yours sincerely,



Hansel Charles,
Senior Property Advisor, National Highways, Lower Thames Crossing

We refer to our objection submitted on 22.6.22 (ie stance of NH of only taking 6 acres of 8 acres and leaving slim strip removing original pleasure of use of the land that we purchased with a co owner - who is not objecting). There have been on going discussions with NH (see attached 22.6.22; 8.1.23; 20.1.23;and 10.2.23.),that included discussion on co owner retaining land. Notwithstanding a meeting in March , it has generated a fractious relationship between us (owners) and compounded by delays on valuation by NH where we had all hoped to have been resolved by the deadline today. We will remove the objection once my brother and I are satisfied with the purchase arrangements.