

We are making the comment at this stage as we feel that our concerns are not being taken seriously and negotiations has reached an impasse and we are reluctant to develop the site faced with such uncertainty. This site had planning permission prior to the scheme for a caravan site. Please see the attached emails which illustrate the main issues.

To: [REDACTED]@dalcourmaclaren.com>  
Cc: [REDACTED]@outerdowsing.com>; [REDACTED]@outerdowsing.com  
[REDACTED]@outerdowsing.com>  
Subject: [REDACTED]

Dear [REDACTED]

Thank you for your email dated 10th March and I can confirm that I have now had an opportunity to discuss the matter with my clients and their legal advisor.

In previous correspondence, I have made you aware of the considerable amount of investment (circa. [REDACTED]) and time that my clients have put into developing their commercial caravan park to date; they have put their hearts and souls into Newfield Farm [REDACTED]

Until ODO took the decision to seek consent to install the high voltage electricity cables underneath the central section of the site, my clients' intention was to sell units on long-term leases and effectively retire with the 61 ground rents being the basis of their future income.

Regarding the offer of compensation, I have to say that I am perplexed and disappointed by the offers made to date.

- Firstly, despite obtaining planning permission on 27/06/22 for "change of use of land for the siting of 61 no. static caravans and 1 no. static to be used as a show home/sales reception, construction of internal roads..." you made an initial offer based on agricultural values of £18,912 plus an Incentive Payment of £3,782.40, the latter which you subsequently withdrew.
- Then, you commissioned an independent expert valuer from Michael Paul Consultancy to assess the market value of the site which produced a value totalling £2.5 million for the 10.5 acres (a value of £238,095 per acre as at 12/01/24). This valuation excluded the value of my clients' residential property and the adjoining yard and buildings. With the full knowledge of the value of the site, you decided not to make my clients an offer based on 80% of market value plus a 20% uplift multiplied by easement area which is the formula that you are using for every other landowner and instead offered £44,000 Easement Compensation plus an Incentive Payment of £8,800, the latter which again you withdrew. It begs the question as to what was the purpose of determining the market value of the site? For every other landowner you have agreed to pay compensation based upon the formula as detailed above, so why is this not the same for my clients? All other land owners are able to utilise their land post construction as per current usage, therefore, I do not consider that it is a valid argument for you to say that my clients can continue to develop the site once the scheme has returned the land to them and that this is the primary reason for offering less compensation.
- More recently, you requested that I obtain copies of confidential documents relating to a client who was similarly affected by the Triton Knoll scheme. Copies of the documents have been supplied to you but still the level of compensation offered is considerably below this historic evidence. You offered Easement Compensation of £128,500 plus an Incentive Payment of £24,700 - which was once again retracted. Using the Triton Knoll figures and allowing for RPI indexation, I calculated that for 1.97 acres affecting 22 plots the equivalent compensation as at December of last year would have been £986,803.
- During the period of our negotiations, the easement area required from my clients by the scheme has increased from 1.97 acres (60m easement width) to 2.57 acres (100m easement width).

Both my clients [REDACTED] have committed their lives to the development of Newfield Farm and they do not wish to leave their home. At no stage have they being difficult or objected to the proposed development and back in 2023, I did email you to suggest that the route through my clients' property, as proposed would be challenging.

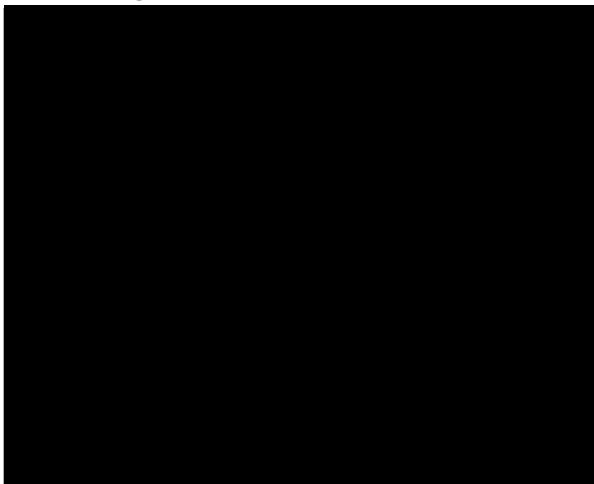
If the site is developed as a privately owned caravan park, which is my clients' intentions, it will be necessary for my clients to declare the presence of the high-voltage underground cables to prospective purchasers. As a result of basic market research, the initial feedback my clients have received is that the

proposed infrastructure would be extremely "off putting" to interested parties as a result of the belief that there are unknown detrimental health issues associated with **EMF** (despite what is stated within the report that the scheme has provided). Currently, there are several alternative new sites being developed in the East Lindsey area which would likely prove more attractive to buyers faced with this situation. They do not wish to see the site developed as a short-term rental holiday park with weekly visitors as it would require a massive capital investment to purchase the units and an ongoing, full-time management role. Understandably, during the last 3 years, my clients have not continued the development of their site or made the financial commitment that is required due to the high element of risk but it is now urgent that this matter is resolved so that my clients do not lose any more of their valuable time.

To date, both Alex Murray of Roythorns and myself have been advising our mutual clients without any undertaking regarding fees; we have endeavoured to keep our input fair and reasonable at all times. Therefore, please could you confirm that ODOW will meet our professional fees and expenses in regards to this client.

I am taking this opportunity to include [REDACTED] Development Manager into this email in the hope that the position of ODOW can be improved to enable us to reach a resolution. I am more than willing to sit down with you to discuss compensation once I have been given confidence that offers will be at a more realistic level for this commercial property which is being affected by what is essentially a private profit making infrastructure project that is choosing to affect my clients' home and livelihood.

Kind regards



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To: [REDACTED]@illsons-property.co.uk>  
Cc: [REDACTED]@outerdowsing.com>; [REDACTED]@outerdowsing.com>  
Subject: RE: [REDACTED]

Dear [REDACTED]

Thank you for your email and recap of your client's current position, we apologise for the delay in coming back to you due to the examination hearings last week.

The assessment of loss of value due to the rights sought is a bespoke assessment based on numerous factors including the current use of the land, current value of the land and the impact of the rights sought on the property. For agricultural holdings, 80% of the agricultural land value is paid in recognition of the restrictions placed within the easement area. These include the prohibition of planting of trees and erection of buildings or installation of new roadways. The payment of 80% of agricultural land has been standardised across the utilities industry which is why the Project used this approach. When it became evident that your client was progressing with their planning application, a joint valuation of the site was undertaken to provide the value of the land with planning permission. The restrictions placed within the easement area across your client's property have been reduced to allow for the construction of a caravan park as per their planning permission and as such, the loss in value is therefore reduced significantly and 80% would not be appropriate. As outlined previously, some statutory undertakers have valued similar rights as a fixed amount ranging between £500 and £5,000 and others have used a lower percentage of the land value. The Project commissioned a site valuation with a view to making a lower percentage-based offer for the rights sought. However, as direct comparables have been found, our revised offer is based on the principles of this. To reiterate, the Project's final offer is £128,500 which is based on paying £50,000/acre or 21% of the land value identified in the report (£236, 190/acre).

We appreciate you providing the Triton Knoll comparable, however, as outlined previously this was a payment to postpone development of the site and the compensation payable was simply a claim for business loss/loss of revenue for the delay in completion of the development. As things currently stand, the Project do not envisage any restrictions on your client's property between mid-November and mid-March to avoid the permitted period of occupation for the caravan park. This means that the site will already be empty when ODO would want to restrict the occupation of caravans above the drilling works. Of course, should our anticipated programme change, and restrictions be placed on the property during the permitted occupation period, then compensation will be payable.

The original offer of a 60m easement (1.97 acres) was a standard minimum easement with a right to obtain a wider area if required. The latest offer made to your client, reflects a 100m working width with a permanent 80m easement to give 2.57 acres impacted by the easement which is the most likely scenario.

The Project appreciates your client ongoing consultation and cooperation which has been extremely helpful in tailoring our design at this location. The Project has as a result of communications committed to installing the cables via trenchless techniques under the property to allow your clients to continue their day to day business.

In terms of public perception, as we have previously discussed, this unfortunately plays no part in valuation. Whilst your client attributes this reason to a potential inability to sell caravan plots and therefore the loss in value, this cannot be taken into consideration unless proven that the public's perception of Electromagnetic Frequency is the sole reason, as opposed to numerous other potential reasons.

Throughout our communications with you, we have continually advised your clients to carry on with their day to day business and would reiterate this again further.

In line with the Professional Agent Fees document circulated to all agents on the scheme, the Project has committed to paying £1,500 for consultations and a further £2,500 for negotiating and completion of Heads of Terms. The Project has been paying your bi-annual invoices and has paid circa £3,700 to date despite terms not being completed. The Project will continue to review your timesheets once submitted to assess if the work done is reasonable and proportionate. In terms of legal fees, no undertaking has been provided as Heads of Terms have not been signed and there is not intention to provide an undertaking until such time.

The Project believes the offer made for the rights is fair and just in keeping with comparables found within the industry. Unless additional substantiated evidence can be provided, the Project will not be revising their offer. We hope the clarification provided above will allow you and your client to reconsider our latest offer. However, should you require any additional clarification, we would be happy to meet you to discuss.

Kind regards,

[REDACTED]



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