

From: [REDACTED]
To: [Lime Down Solar](#)
Subject: Today's CAH 2 Hearing
Date: 23 September 2026 16:58:42

[REDACTED]

Good Afternoon

I spoke this morning at the CAH 2 hearing and I wondered if the following statement could be passed to the Examiner.

When I spoke this morning I stated that neither my agent or myself had received a copy of my new H of T following a meeting to discuss the original inaccurate and misleading. H of T agreement. The immediate response from the developers legal spokesperson and their land agents Dalcour maclaren was that they had made contact and sent out a revised agreement. Implying my agent was incompetent or that I was not telling the truth.

Before leaving the meeting I met with [REDACTED] to show me the email trail to my agent. They forwarded this to me. However it does not show my agreement but one for a Mr Irvine, this must in itself have some GDPR implications.

I contacted my agent who confirmed he had not received my agreement. he now has had an email conversation where they now admit they had not sent my agreement as they were still working on it and the one sent was a general agreement he was supposed to use for three different clients despite it only having Mr Irvine's name on it Despite telling me today that they had sent my amended agreement.

After discussing the first agreement on the 25th of August I expected a reply to be to my specific case and not a generic response.

As you may understand I am confused and angry at their blatant behaviour as I feel calling my agent incompetent or accusing me of not telling the truth affected the validity of my evidence.

If possible I would like them to correct the record on camera as the mistruths were entered into today's evidence. I also feel they should send an apology to my agent who was not there today to defend himself.

Many thanks

John Baillie

Update after CAH2

interested party reference number [REDACTED]

I would like to correct the inaccurate position presented regarding my Heads of Terms Agreement at CAH2 and also update the Inspectors to my current position.

At the hearing the developer and their legal representative stated that my agent was in receipt of my Heads of Terms Agreement. On 8th of September they sent an email enclosing Heads of Terms for two of Mr Wrights clients but with regard to mine they stated that the option plan amendments were still being worked on and that a change in the plan is not always a quick fix.

During the morning break in the CAH2 I asked Dalcour Maclaren agents, [REDACTED] to show me evidence that my individual Heads of Terms had, as stated in the hearing to counter my evidence, been sent to my agent. They forwarded the email chain which in their opinion proved that my documents had been sent. However the email chain was accompanied by not my Heads of terms but one relating to a Mr Irvine showing the full financial details of his agreement. Therefore as well as proving they had not sent my Heads of Terms they breached GDPR regulations by mishandling financial paperwork relating to one of my agents other clients.

Despite their claims at CAH2 my agent, as of 1st October, has still not received my updated Heads of Terms agreement with an Option plan map and a map showing the access route.

After the first CAH hearing I had a meeting at my agents office with [REDACTED] of Dalcour Maclaren. At this meeting one of my many concerns was that the provisional paperwork included " an access route marked brown on the Option plan across the grantor's property. Such access to be no more than 5m wide". However no map showing this route was included with the paperwork on a map of the Option fields.. I found on the Enquiry site a map which showed a brown route. However both of them denied any knowledge of this and explained that no separate access route was proposed and that a route would follow the line of the cable and be used to provide support for laying the cable and not as a route between the A429 and Lime Down D. I followed up this meeting with an email the same day asking for clarification on how the transformer was going to be transported to Lime Down D as I explained that the low bridges on the access route made it impossible to transport this large structure except via my land. This gave them an opportunity to clarify the use of the route across my land this email was sent on the 25th August 2026 and to date my agent or myself have received no reply.

The first I knew that an access route was planned to cross my land and be used as a route to transport solar panels and transformers to Lime Down D from the A429 was when it was stated at CAH2 by Mr Will Threfall that it had always been part of the plan. Why were their agent's Dalcour Maclaren not aware of this how can they draft a Heads of Terms if they claim to be not aware of all the facts.

I had an onsite meeting the day after CAH2 with Mr Will Threfell and [REDACTED]. This meeting

clarified several points that had not been admitted before. The reason they need a larger Option area through my land is that they do not have any plans on the electrical layout on Lime Down E and D. This means there may be one or three electrical cables crossing my land and as the position of the transformer has not been determined it may or may not need to be transported across my land. This 50 tonne load would require a very substantially constructed road. Alternatively it may only be used to transport the Solar Panels from the A429 to Lime Down D via my land. Yet no explanation of any of this or how it will be constructed, is provided in the provisional paperwork I was supposed to sign.

I thought the planning submission would include details of the electrical and solar layout which would mean they knew exactly what structures needed to cross my land.

I feel it is going to be very difficult to sign a Heads of Terms that does not specify what they intend to do across my fields. In a reply to my statement to CAH2 they state the applicant cannot reduce the Option area without a signed Heads of Terms agreement but I then will have signed up to the existing Option area and thus have no way of reducing it despite it occupying more than 60% of my farm land.

To date they still have not responded to my agent or corrected the record from CAH2 where my agent's professional integrity had been questioned suggesting he had not communicated to me about a Heads of Terms agreement that the said was sent in September, a fact they now agree was untrue. As well as his ability as an agent I felt it also undermined my evidence on the day making me and or my agent out as not telling the truth.