Dogger Bank South-Compulsory Acquisitions Hearing-7 April 2025

Re: Dogger Bank South- Michael Glover Reg'd ID:2005086. Riplingham Estates Ltd -Book of Reference Entry / Land Plan Entry:17-011. Los Trustees -Book Of Reference Entry/ Land Plan ref:14-006

Statement by Michael Glover.

1. This statement to the panel follows my last appearance in front of the panel on 14th January 2025.

2. Following my appearance there has been further correspondence and a meeting with Dalcour Maclaren.

3. Unfortunately only limited progress has since been made .

4. In summary my clients concerns are that the voluntary agreement offered does not reflect either the financial or practical consequences of the proposed scheme on our clients land , which is immediately on the urban fringe of Beverley, a popular market town.

   We have made it clear previously that we totally accept that compensation is not an issue for the Planning Inspectorate; that is a matter for the Upper Tribunal Lands Chamber , but we do feel that the conduct of an applicant for Development Consent Order compulsory purchase powers is a matter that should concern and involve the Inspectorate and a landowner should not have to be expected to have to pursue the matter to that length just to get fair treatment.

5. It is an accepted part of the Compulsory Purchase Code that the exercise of compulsory purchase powers should be a last resort and it should be expected that a body seeking compulsory purchase powers should act in a responsible, fair and realistic manner to seek a voluntary , first and foremost.

6. We have been faced with the argument by Dalcour Maclaren that land on the urban fringe is worth no more than land out in open countryside for similar sized parcels and land quality . That view has been put in writing on behalf of the applicant . It is a view that it is totally at odds with accepted valuation knowledge and experience . My “Black is White” analogy previously submitted to the panel.

7. The proposal also makes no allowance for severance , as the scheme will prevent future access and services being laid over the easement strip .

8. We have written in open correspondence with Dalcour Maclaren but their last two items of correspondence have been expressed Without Prejudice
9. Accordingly it makes it impossible for me to say what we would like to say to this panel today having regard to that correspondence .

10. We and Dalcour Maclaren do agree that the issues here can probably be solved by a workable development clause .

11 Because of the Without Prejudice nature of Dalcour Maclarens recent correspondence I shall set out below the following factual position of our clients. The Panel may then interpret these comments as they may think appropriate having regard to the circumstances, including the above :-

a. Our clients will not pay, themselves, for removal of the cables in the event of the land securing development consent.

b. Our clients will not pay, themselves, for their own solicitors to appraise and comment on a development clause , particularly where one has clearly been drafted by solicitors .

c. Our clients will not accept that having the cost of the development clause being inspected by their own solicitors should only be reimburseable conditional on entry into a voluntary agreement. The whole point of having a development clause inspected/settled by legal counsel is to try and reach an agreement to be able to enter into a voluntary arrangement .

d. Our clients will not accept a development clause that effectively allows avoidance of either removal of the cables or avoidance of addressing compensation in the event that they cannot be removed .

e. Our clients have no problem with being under an obligation to try to design development proposals that try to incorporate land uses (within planning policy requirements) that would allow the cables to stay in place- eg public open space, but will not agree to a clause which allows an easement holder (Grantee) to significantly delay and frustrate the Grantors development proposals . We also feel that the reasonable extra costs of complying with an easement holders requirements should be indemnified by the Grantee.

In the meantime, the approach previously referred to (and evidenced) by Gladman Developments Ltd is being progressed and they may have to be a party to any voluntary agreement as they are likely to have a legal interest in the land.

My last letter to Dalcour Maclaren (my letters /email correspondence have always been open correspondence to date) was on the 25th March 2025 . A without prejudice response has been received on 1st April 2025 . I intend to respond shortly in a factual manner, appropriate in the circumstances to responding to without prejudice correspondence , but getting across the fact that our clients are diligently and we believe fairly seeking a voluntary agreement. We would intend to lodge our open recent correspondence with the panel as evidence

We would really welcome sensible and productive discussions.

At the hearing on 5th April 2025 we further stated that a promotion agreement with Gladman, a land promotion company was being advanced and I pointed out that Gladman choose their sites carefully- where they feel that there is a good chance of securing planning permission .

I pointed out that an unallocated site in Swanland , a west Hull satellite village , had been promoted for our clients by Gladman and had secured residential planning permission on appeal (and following a judicial review brought by East Riding of Yorkshire Council, which the council lost) and we had subsequently sold it for £18,436,557.00 on 31-10-2023.

Michael Glover MRICS FAAV, Michael Glover LLP- For and on behalf of Riplingham Estates Ltd and The Los Trustees .