DOGGER BANK SOUTH OFFSHORE WIND FARMS

STATEMENT OF UPDATED POSITION IN RELATION TO PROGRESS OF NEGOTIATIONS FOR A VOLUNTARY AGREEMENT - RIPLINGHAM ESTATES LIMITED AND THE LOS TRUSTEES

STATEMENT BY REGISTERED ID. NO. 2005086 - MICHAEL GLOVER MRICS FAAV OF MICHAEL GLOVER LLP, CHARTERED SURVEYORS, GLOBE HOUSE, 15 LADYGATE, BEVERLEY, HU17 8BH AND ON BEHALF OF REGISTERED ID. NO. 20050119 - EDWARD SMITH BSc MRICS FAAV, ALSO OF MICHAEL GLOVER LLP

SITE REFS:

RIPLINGHAM ESTATES LIMITED- VINEGAR HILL FARM, BEVERLEY (DM PARCEL REF. 2586) (LAND PLAN: 17-011) (10,135 SQ METRES)

LOS TRUSTEES - LAND AT MOLESCROFT, BEVERLEY (DM PARCEL REF. 2432) (LAND PLAN: 14-006) (32,110 SQUARE METRES)

This Statement is in response to the Inspectorate's email of 9th June 2025 enclosing their letter of 9th June 2025 under Reference: ENO IO 125 - Rule 17 letter - Request for Further Information.

I would offer the following points and enclosure of correspondence to illustrate the up-to-date position in discussions with Dalcour Maclaren:-

Clarification of the Los Trustees' Points of Concern

1. Within the applicant's responses to Deadline 4 documents, at the foot of the page on page 5, Dalcour Maclaren seeks clarification as to the interest of Gladman Developments Limited. I would confirm that it is only the Riplingham Estates Limited land at Vinegar Hill Farm that Gladman Developments Limited are likely to be involved in. We have never claimed that Gladman Developments Limited are interested in the Los Trustees' land.

   The reason we consider that the Los Trustees' land has value over and above standard agricultural land values associated with open countryside that the applicants are trying to justify is that this land is immediately on the urban fringe, but outside the northern b$_{yp}$ass, but is linked to the residential development immediately south of the b$_{yp}$ass by a footbridge and has a short distance of road access from the northern ring road into the land.

   Within the last few years, this land has been the subject of approaches by developers seeking 'enabling land' which has good access to 'chimney pots' and could be used for sports pitches or similar amenity proposals to release land within the urban centre of Beverley for residential development purposes. This has given rise to values offered of £60,000 per acre quite some years ago and also, very recently, the interest of East Riding of Yorkshire Council for the provision of a civic amenity site because of that proximity to the b$_{yp}$ass and to the town for ease of access and convenience. Whilst the council's own Planning Committee rejected the proposal, it should be noted that it was recommended for approval by the Planning Officers following studies of numerous sites around the town. I am not at liberty to disclose the

figures discussed for the site but it is appropriate to make the point that it was many multiples of agricultural value.

2. We accept, on behalf of both the Los Trustees and Riplingham Estates Limited, that neither would be entitled to both the Market Value of the land based on a valuation without a development uplift clause and also a development clause, i.e. full Market Value, but the point we are making is that if the applicant seeks to acquire the land at an agricultural value only, it should be prepared to fully compensate the landowners for the loss of future potential of the land because, in the normal course of events, the land would never be sold at a pure agricultural value, commensurate with agricultural land values out in open countryside. Unfortunately, it has taken over 2 years for the Applicant to accept that agricultural land on the urban fringe has a greater value than agricultural land out in open countryside and we do feel very disappointed that such a basic valuation premise has been resisted for so long by the Applicant.

3. <u>The Current Position in respect of Negotiations</u>

   The Applicants have made it very clear that they are not prepared to pay more than the standard rate they have offered to everybody along the line of the cable easement they seek, which has been based on an agricultural land plus value which we would probably not have any difficulty with in relation to land out in open countryside, but that is not the situation in these two cases.

   It is interesting to note from Annex A of the Rule 17 Request for Information, at R17.45, that the only interested parties who have referred the matter to the Compulsory Acquisition Hearings are those that appear to be involved with land either on the urban fringe or land with a value over and above an agricultural value, i.e. mineral bearing land. This says a lot about the conduct of the Applicant who, as we have previously maintained, have failed to take into account and address land with greater value than just typical open countryside agricultural land values.

4. In relation to the current state of play relating to Riplingham Estates Limited – land at Vinegar Hill, and the Los Trustees land at Molescroft, it is probably best illustrated by the submission of my letter to Dalcour Maclaren dated 25th April 2025 (See Annex A). Within that letter, I acknowledge that a development clause could potentially resolve the issue on both the Riplingham Estates Limited land and the Los Trustees land.

   As both parcels of land have some development potential, with Vinegar Hill Farm having far greater potential, being located within the Beverley bypass and immediately adjacent to residential development, our clients would only accept a development clause if it properly protects them, particularly if they are not going to be compensated for the current Market Value of the land. As we have indicated, we have no problem with trying to ensure that the affected land and the severed land is used as financially productively as possible within any future development scheme as it would be a natural requirement to mitigate our clients' loss.

   The point I have made in the letter of 25th April 2025 is that these requirements are going to give rise to additional costs in the future and we would expect the applicant to provide an indemnity in relation to these costs, particularly in view of the arguments that have so far been advanced to date, which I have characterised as arguments that 'black is white'.

A meeting is sought with Mr Tim Wright from Dalcour Maclaren to advance discussions on the development clause to see whether we can resolve the matter, hopefully ahead of the closure of the Inquiry. Potentially, the legal agreement might not be settled by that time but, hopefully, the heads of terms that would clearly set out the framework and key points could, hopefully, be agreed if we see reasonable arguments advanced on both sides. My point to the Inspectorate to date is that we feel we have not seen such arguments by the Applicant. As you will note from my letter of the 25th April 2025, it was only after being accused of trying to negotiate through the Inspectorate's Compulsory Acquisition Hearing on the 7th April that the Applicant's solicitors, Burgess Salmon, acknowledged that our clients land had development potential, but this was done through their solicitor and that has never been, so far, acknowledged in discussions or correspondence with Dalcour Maclaren.

5. Dalcour Maclaren's email of the 27th May 2025 – copy attached (Annex B), is a welcome change in position from the Applicant and we look forward to further discussions to try to advance a mutually acceptable development clause, but we are looking for more certainty associated with items such as what works/landscaping can be undertaken over the easement strip in the context of residential development.

6. In relation to that issue, Dalcour Maclaren's email of the 11th June 2025,(Annex C) in response to my email of 5th June 2025 (within Annex C), Tim Wright of Dalcour Maclaren has drawn attention to Clause 4.2.5 of the draft Deed of Grant, but we are looking for greater certainty in terms of, for example, the nature of the trees or shrubs that could be grown over the easement strip, i.e. shallow rooting shrubs, for example, and it should be possible to provide a list of these in order to reduce the likely cost and delay associated with having to refer the matter to the Grantee in future years.

   Our clients are very apprehensive about giving an unreasonable degree of control to the Grantee in the context of any development proposals, given the nature of the arguments that have been advanced to date in the context of the seeking of the acquisition of rights.

7. I shall be writing in the next few days to Tim Wright at Dalcour Maclaren to seek a meeting with him to try and advance the principal heads associated with a development agreement that reflects the ability to develop the land with landscaping in a meaningful way, whilst also protecting the easement cables.

   We will also be seeking that the development clause allows for compensation in the event that it is not possible to merge the easement and severed areas into a development scheme to mitigate our clients' loss. The development clause must also take account of the effect of the cables severing an area.

[redacted]

Michael Glover LLP

13th June 2025

ANNEX A

Globe House
15 Ladygate
Beverley
East Riding of Yorkshire
HU17 8BH

Tel: (01482) 863747
Email: mgllp@mgllp.karoo.co.uk

Michael Glover LLP

Chartered Surveyors,
Auctioneers,
land and Estate Agents

Our Ref: MWG/kal/2504-01 25th April 2025

[redacted]
Dalcour Maclaren

BY EMAIL

Dear [redacted]

Re: Riplingham Estates Limited - Land at Vinegar Hill Farm and Los Trustees - Land at Molescroft

Thank you for your email of 1st April 2025 and I have considered the content. I shall use your headings in response and add any other appropriate comments at the end.

1. Land Values

As you will appreciate, there is urban fringe land and there is urban fringe land. In relation to the Riplingham Estates Limited land at Vinegar Hill, you only need to look at the geography and the previous responses of the council in respect of the land bid I made for its future development release, to see it has potential, where the council undertook a scoring matrix and the subject land at Vinegar Hill scores well.

I appreciate that your client is not seeking to acquire the freehold - you are taking easement rights.

The relevant point, however, is that those easement rights that your client seeks preclude development on that part of the site and indeed, by implication, because of those rights, restricts development opportunities on the opposite side of the cable easement from the major block of the land - the severed area.

Land on the urban fringe, even where there is no development potential, tends to sell well because of its convenience and, typically, pony paddocks are a case in point.

The DM comparables that you circulated are undated and largely relate to land well away from the village. Even in relation to the arable land near to Walkington, shown on your schedule of 5 acres, you quote the guide price, but this land was sold for £100,000 - twice the figure shown in your schedule as the sale price. If you click on the link for that, you will see that, under the Viewing and Further Information section of that website entry, we, as joint agents, were quoted as a supplementary contact for viewing. Your schedule is therefore highly misleading and you will note that the land at Walkington Heads is quite some distance from the village and is not even village fringe land. I therefore question what other errors we might find if we really dug into your schedule because that particular entry is not only misleading but it is also untrue.

I think the one point we can agree on is that a development clause could resolve the issue but I will move on to that subsequently.

2. Urban Fringe

If you accept for one minute that you are wrong about the land value, and in that context I have forwarded true urban fringe sales with figures vastly in excess of your average, it is important that the development clause not only compensates, if needs be in the future, for the loss of development value of the land area taken up by the easement, but also the land severed which clearly cannot be accessed across, or services laid, over the easement strip.

3. Compulsory Purchase Code

I note your comments and I would suggest that, as you state, you note them, but it would appear do not accept them.

4. Severance

The points you make are noted but, as stated earlier, we would expect the impact of severance to be covered by the development clause. I accept, at the moment, that the land use is agricultural, both technically and practically, but that is not a justification for treating it as though it is right out in open countryside. This land has development potential, as has been accepted as such by Gladman with whom discussions are well advanced, and heads of terms in circulation.

5. Development Uplift Clause

I believe you are missing the point here. Within the sales particulars for sold parcels that I circulated to Georgina Hurley, a long time ago now, we made the point that those figures quoted were achieved with a development uplift clause on the land, clawing back to our client a proportion of future enhanced value, should development beyond certain categories take place (i.e. beyond agricultural building use or domestic equestrian use etc.).

The point I am clearly making is that, had there not been a development clawback clause or uplift clause on the sale, it is likely that the land would have made more per acre as urban fringe land, compared with the figure it did make with the clawback clause in place, which was quoted to you.

It is common practice to set out within sales particulars for land sold in areas where there is perceived development potential to include a development clawback clause. I would therefore ask you the question:-

How often do you see such a clause inserted in relation to agricultural land sold way out in open countryside, unless there are special circumstances such as, for example, traditional buildings capable of conversion? This is another pointer towards the fact that land on the urban fringe does achieve more per acre than land out in open countryside. I find it particularly irksome that it has taken your client over two years to accept that argument.

I have made the point that, particularly as your clients are not prepared to reflect within the compensation offered the full market value of the land for the easement, our client's only protection is the development clause. Given your arguments to date, and I again use the analogy about arguments having been "black" when they are "white", we do not want to spend hours and hours on meaningless terms for a development clause which do not address the issue and do not protect our client.

One of the points I would make is that the existence of the cables is going to cause considerable additional work, particularly if they cannot be absorbed into the development, including the severed area, as, for example, open space. I have no problem in our client or their buyer being responsible for using reasonable endeavours to site, for example, open space on the land affected by the easement and on the severed area. If that can be done within the policy framework, i.e. by all the easement strip and severed area being taken up by what is required under the terms of the Local Plan for provision of open space on the development, then the loss could be very limited and may just be limited to the constraints of establishing planting over the easement strip or within the severed area.

In that context, I think we could do with knowing at this stage, prior to looking at the development clause in detail, what would be allowed to be planted on the easement strip – for example, would it just be a grass play area or could it be low level shrub planting, as what can be done is part of the constraint? Perhaps you could answer that question first, please, because consideration of that aspect will be part of the instruction to our client's solicitor.

The development clause should include an indemnity to cover the extra costs associated with dealing with the implications of the easement strip and, probably in this case, the severed area as well, and that indemnity is not an unreasonable request.

We would not accept a 'best endeavours' clause to secure a non-development use on the easement strip and the severed area because 'best endeavours' means regardless of cost. We have no problem with a 'reasonable endeavours' clause to secure the required parts of the development that can be placed on the easement strip and severed area without prejudice to the commerciality of the whole allocation.

6. Riplingham Estates Limited Solicitor

The solicitor for Riplingham Estates Limited is [redacted] from Pepperells, 100 Alfred Gelder Street, Hull, East Yorkshire, HU1 2AE – Tel: [redacted] – Email: [redacted]

Finally, I would make the point that I am very disappointed that it has taken so long to reach this position. I find it particularly ironic that, during the Planning Inspectorate Compulsory Acquisition Hearing on the 7th April 2025, Mr Boswell of your client's solicitors, Burgess Salmon, accused me of trying to negotiate through the Planning Inspectorate Hearing.

At that hearing, he accepted that our client's land had development potential but, to date, that has never been acknowledged by you or previous correspondents within DM. Indeed, it has taken over two years to see any grudging acceptance that land on the urban fringe maybe worth more than land out in open countryside.

You have made reference to other parties with land on the urban fringe accepting the terms of the agreement offered but, as I understand the situation, those parties may well have been looking at matters 'in the round' with land taken on commercial terms for converter stations etc., or had land much further out on the urban fringe.

Yours sincerely

[redacted]

Michael Glover LLP

ANNEX B

Subject: Dogger Bank South - Land at Vinegar Hill, Beverley - Riplingham Estate
From: [redacted]Dalcourmaclaren.com>
Date: 27/05/2025, 17:02
To: [redacted]

Dear [redacted]

Thank you for your email of 25th April and attached letter of the same date.

I have received instructions that we are prepared to dispense with the privilege tags associated with my emails of 13th March 2025 and 1st April 2025. Accordingly, please can you treat this earlier correspondence as being open for the purposes of the ExA to whom we will be sending copies of these emails.

I would confirm specifically the following points in relation to the Development Clause:

Development Clause

- The Project is prepared to reimburse your clients' reasonable legal costs - with no conditionality on acceptance of terms.
- Thank you for confirming details of the Estate's solicitors. The Project solicitors, Womble Bond Dickinson, will provide the requisite undertaking to John Gardham of Pepperell's, Hull.
- The Development Clause currently in circulation is that attached to my email of 13th March 2025 namely v2.

I am attaching our Response to the ExA in respect of your further Representations at Deadline 4. As a suggestion, it might be easiest to meet and get to a position whereby there is some consensus on the areas of agreement/difference. I believe that you hinted at this in your email of 25th April.

Valuation matters aside, it appears to us that there could be some meaningful discussion between the lawyers on those matters of Severance which broadly fall within Grantor's Obligations. Our suggestion is that Severance matters could usefully be included within the wider Development Clause discussions and could be covered in the cost undertaking for Pepperell's. In the interests of completeness, the draft template Option Agreement and Deed of Grant are attached.

I would suggest that we meet to move matters forward once Pepperell's have had the opportunity to consider the development clause.

I hope that you will find these comments to be constructive.

Many thanks

[redacted]

Attachments:

Template Option Agreement - DBS(210996482.5).docx	150 KB
Template Deed of Grant - DBS(210503997.7).docx	131 KB
Dogger Bank South Riplingham Estates Deadline 4 Responses.pdf	197 KB

ANNEX C

Subject: RE: Dogger Bank South- Land at Vinegar Hill Farm, Beverley
From: [redacted]Dalcourmaclaren.com>
Date: 11/06/2025, 17:24
To: [redacted]mgllp.karoo.co.uk>
CC: "[redacted]

Dear [redacted]

Many thanks for your email of 5th June.

Just to check, is this para 2 on page 3 of your letter of 29th April? See snip below:

> In that context, I think we could do with knowing at this stage, prior to looking at the development clause in detail, what would be allowed to be planted on the easement strip – for example, would it just be a grass play area or could it be low level shrub planting, as what can be done is part of the constraint? Perhaps you could answer that question first, please, because consideration of that aspect will be part of the instruction to our client's solicitor.

I would refer you to 4. Grantor's Obligations in the Deed of Grant of an Easement and, in particular, to clause 4.2.5:

"the Grantor will not plant or grow within the Easement Strip any trees, shrubs or underwood without the consent in writing of the Grantee (such consent not to be unreasonably withheld or delayed provided that the proposed trees, shrubs or underwood would not cause damage to the Infrastructure nor make it materially more difficult or expensive to exercise the Rights),"

If you require more specific clarification, please let me know and I will seek further instructions.

Regards

[redacted]

[redacted]

From: [redacted]
Sent: 05 June 2025 17:17
To: [redacted]Dalcourmaclaren.com>
Cc: [redacted]
Subject: Dogger Bank South- Land at Vinegar Hill Farm, Beverley

Dear [redacted]

Thank you for your email of 27th May in response to mine of the 25th April with attached letter.

I have had a meeting with John Gardham about this . One of the issues we discussed was to consider what work could be carried out over the easement strip (if any) including any works necessary to serve the area severed from the bulk of our clients land within their title .

I advised him that I had asked this question of DM- see the second paragraph of the second page of my letter to you of 25th April 2025. The question has not been answered .

We need that question answering please in order to prepare instructions to Mr Gardham and we look forward to hearing from you on the point.

Once we have that information I suggest we arrange to meet.

Thanks,

[redacted]

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Michael Glover LLP, Chartered Surveyors.
Tel: [redacted]