From:	[redacted]
To:	Dogger Bank South
Cc:	digitalvault@mgllp.karoo.co.uk; Dogger Bank South; [redacted]
Subject:	Dogger Bank South DCO Examination reg"d ID 2005056 Land Plan:17-011 and 14-006
Date:	03 July 2025 17:06:32
Attachments:	signature4acomplete (2).jpg DBSPIClosingMGLOVER.pdf App1TWDalcourM1stJuly2025.pdf App2MGtoTWDalcourM2ndJu.pdf mgllp.vcf

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For the attention of the Examining Authority

Dear Sir or Madam,

Please find attached my closing statement in relation to Riplingham Estates Ltd and the Los Trustees-land at Beverley.

Yours faithfully,

[redacted]

--

Reg'd ID 2005056
Land Plan 17-011 and 14-006

Subject: RE: Dogger Bank South-Riplingham Estates Ltd - Vinegar Hill Farm and Los Trustees: Land at Molescroft ,Beverley-17-011 and 14-006.
From: [redacted]Dalcourmaclaren.com>
Date: 01/07/2025, 16:16
To: [redacted]
CC: "[redacted], Dogger Bank South <doggerbanksouth@dalcourmaclaren.com>

Dear [redacted]

Thank you for your email which was received while I was on annual leave.

I am attaching the Developer Clause with tracked comments/amends incorporating Project instructions following our meeting on 19th June.

The suggestion is that we have a page turn with the respective lawyers once you have had the opportunity of digesting the Project feedback.

Regards

[redacted]

[redacted]

From: [redacted]
Sent: 26 June 2025 16:10

Draft - Subject to client approval

1. DEVELOPMENT OF GRANTOR'S PROPERTY

1.1 The Grantor must serve a notice (the "Development Notice") on the Grantee if at any time before the date falling ~~10 (ten)~~ 15 (fifteen) [DM1]years after the date of OFTO divestment (which is anticipated to be 2031/2032:

1.1.1 the Grantor has a genuine and settled intention to carry out a development (the "Proposed Development") on the Grantor's Property;

1.1.2 the Proposed Development cannot reasonably be undertaken due to the presence of the Infrastructure within the Easement Strip; and

1.1.3 the Landlord has a reasonable prospect of successfully obtaining any consents, including planning permission, necessary for the Proposed Development to take place.

1.2 The Development Notice must include or be accompanied by:

1.2.1 details of the Proposed Development;

1.2.2 details of the impact that the presence of the Infrastructure within the Easement Strip would have on the Proposed Development; and

1.2.3 reasonable evidence of the matters set out in Clause 1.5 [DM2](the Grantee will require the minimum evidence of a Certificate of Alternative Development (CAAD))[1.1].

1.3 Any dispute or disagreement over the validity of the Development Notice will be determined under Clause 1.8.[DM3]

1.4 Following service of a Development Notice the Grantor and the Grantee will endeavour in good faith and acting reasonably to agree how:

1.4.1 the impact of the presence of the Infrastructure on the Proposed Development can best be mitigated[DM4]; and

1.4.2 the Proposed Development can best proceed notwithstanding the presence of the Infrastructure within the Easement Strip.

1.5 The Grantor will:

1.5.1 consult with the Grantee in relation to any application ("Application") for planning permission for the Proposed Development;

1.5.2 use reasonable endeavours to [DM5]ensure that any Application minimises the impact of the presence of the Infrastructure on the Proposed Development so far as is possible and is designed to ensure as far as possible that the Proposed Development can proceed notwithstanding the presence of the Infrastructure; and

1.5.3 provide a copy of any application for planning permission for the Proposed Development to the Grantee ~~at least [three (3)] months before submitting it~~ when submitted to the local planning authority *[or as otherwise agreed between the parties acting reasonably]*.[DM6]

1.6 This clause does not affect or limit in any way the Grantee's right to submit comments on or objections to the Application for good practical reasons [DM7]to the local planning authority or otherwise as part of any planning or related process.

1.7 Provided that the Grantor has served a Development Notice in relation to a Proposed Development and complied with its obligations in this clause then the Grantor and Grantee shall agree compensation for the loss in development value attributable to the apparatus and its corresponding rights[DM8]. The Grantor will be required to have obtained planning permission showing development over their ~~remaining~~ adjoining[DM9] landholding prior to the parties agreeing any compensation figures.

1.8 The Grantor and the Grantee will endeavour acting reasonably and in good faith to agree whether any Compensation Sum is payable and, if so, the amount of the Compensation Sum. In the absence of agreement either the Grantor or the Grantee may refer these questions to for third party expert determination[DM10].

1.9 Instead of paying compensation under clause [1.7] the Grantee may, if it chooses to do so within a reasonable timescale [TBA] and at its own cost:

1.9.1 carry out any works necessary to enable the implementation of any relevant planning permission if applicable and

1.9.2 relocate the Infrastructure to an alternative route or location within the Grantor's Property, such alternative route to be agreed between the Grantor and Grantee (acting reasonably) and both the Grantor and the Grantee taking all steps necessary to enable the relocation and effect a variation of this Deed such that the Easement Strip is varied to reflect the new location of the Infrastructure.

1.9.3 In such an event that the Grantees apparatus and or easements are relocated during the development period, the Grantor shall still not be entitled to compensation for any losses in development value under the principle of equivalence.[DM11]

2.0 The Grantee will be responsible for the reasonable extra costs of the Grantor in working the Project into the Development and in addressing consultations with the Grantee. [DM12]

Reg'd ID 2005056
Land Plan 17-011 and 14-006

Subject: Re: Dogger Bank South-Riplingham Estates Ltd - Vinegar Hill Farm and Los Trustees: Land at Molescroft ,Beverley-17-011 and 14-006.
From: [redacted]
Date: 02/07/2025, 10:03
To: [redacted]
CC: [redacted] Dogger Bank South <doggerbanksouth@dalcourmaclaren.com>, "[redacted]
[redacted]

Dear [redacted]

Thank you for your email of the 1st July 2025 and your suggested responses to my comments which I set out in relation to the development clause (version 2) at our meeting of 19th June 2025 and followed up in my letter of 26th June with a copy of my annotated version of the V2 development clause .

Since closing statements are due back to the Planning Inspectorate by tomorrow at the latest, I will be spending time now on that aspect , particularly since no notice has been taken by "the Project" of my observations on clause 1.9 which, just to be clear , allows , as I read it , the Grantee to relocate the cables onto the Grantors adjoining property and not pay any compensation to the Grantor, notwithstanding the fact that the adjoining property is also likely to fall within a residential allocation if and when the site is allocated. Whilst the Grantor will use reasonable endeavours to lay out the site to accommodate the cables , it is of no value to the Grantor in doing so if you can simply elect to move the cables onto adjacent land and not pay compensation if there is diminution in value.

Given the Gladman interest in the whole parcel I really don't think that proposal is reasonable and I also don't think the words you have modified clause 1.9 by to read (in relation to the Grantor electing to move the cables) "within a reasonable timescale" is appropriate given that "the Project " could significantly delay residential development . "Reasonable" from whose perspective?

In addition, the points raised in my accompanying letter of 26th June with my email of 26th June to you have simply not been answered.

My closing statement to the Inspectorate must represent the situation as it is at the moment given "the Projects" lack of meaningful response to some of the key issues we have raised .

Regards,

[redacted]

On 01/07/2025 16:16, Tim Wright wrote:

> Dear [redacted]
>
> Thank you for your email which was received while I was on annual leave.
>
> I am attaching the Developer Clause with tracked comments/amends incorporating Project instructions following our meeting on 19th June.

You or your colleagues may not be able to respond by 3rd July in which case we will lodge a closing statement to the examination in a manner to protect our clients interests.

Reg'd ID 2005056
Land Plan 17-011 and 14-006

Regards,

[redacted]

--

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

--

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

[redacted]

Attachments:

mgllp.vcf 340 bytes

DOGGER BANK SOUTH OFFSHORE WIND FARMS

CLOSING STATEMENT: 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)

1. This closing statement is in response to the Inspectorate's electronic notification inviting closing statements by 3rd July 2025.

2. Our concerns giving rise to the submission of evidence to the DCO Inquiry are well documented through copy correspondence between this firm and Dalcour Maclaren copied to the Inquiry as part of our evidence.

3. In summary, our concerns have been:-

    - Failure on the part of the Applicant for the best part of two years to acknowledge that urban fringe land and, particularly the subject land, typically has a value greater than land in open countryside well away from urban areas. This failure was despite putting us to a lot of work submitting comparables to illustrate the point which competent valuers should have immediately acknowledged. On rejecting the evidence on what we believe was wholly unjustified reasoning, when asked to submit their own evidence in support of their own argument, we received nothing.

      This has given rise to a lot of work on our part that should have been wholly un-necessary and which the Applicant now fails to respond to a request for confirmation that our time will be paid for. Our client's land at Vinegar Hill Farm is directly on the urban edge of Beverley and we are in the process of agreeing a promotion agreement following an approach by Gladman Developments Ltd.

      The Los Trustees land is similarly strategically well related to the town of Beverley, albeit outside the northern link road and, as has been previously pointed out, has been the subject of approaches for alternative land uses.

    - It has been agreed in correspondence with the Applicants agents, Dalcour Maclaren (DM), that a development clause may assist in resolving the issues between us.

- However, negotiations on the detail of a development clause have been materially delayed because, initially, the Applicant argued that the Grantor should pay for their own legal advice on the development clause.

- Further delay occurred because the Applicant then argued that they would only meet the cost of the Grantors solicitors to look at the development clause if the Grantor undertook, beforehand, to confirm they would enter into an option for easement. That was, quite reasonably in our view, an unacceptable condition to the landowner.

- More recently, and we suspect that it is only on the intervention of the Applicants solicitors, it has been confirmed to us that our clients solicitors costs would be met without conditionality of a requirement to enter into an option for easement.

- The current position is that we wrote to the Applicants agents on the 26th June 2025 with observations on Version 2 of the development clause (Version 1 containing totally unreasonable clauses from a landowner's perspective) and with a covering letter.

- A copy of our letter and Version 2 development clause enclosure annotations were forwarded to the Inspectorate on 26th June 2025 with a copy of our annotated comments on Version 2 of the development clause.

- We have had a response to that received on the evening of 1st July, which does contain some elements of improvement from a Grantor's perspective but, effectively, clause 1.9 gives the Grantee the right not to pay compensation but, instead, to relocate the cables onto the Grantor's adjoining land which, given the geographic situation, is equally likely to be developable, but not pay compensation if it destroys development value with a justification of "equivalence". All that is doing is moving the problem elsewhere but, in the process, avoiding liability to compensate the owner. A copy of that response is attached at Appendix 1 and my email acknowledging receipt of it, and making interim comment is at Appendix 2.

- We have pointed out in an earlier submission that it is interesting to note that the landowners representatives who sought to submit statements and appear at the examination have all been either urban fringe ownerships or, in respect of land that does have intrinsic qualities, not based on agricultural value – e.g. mineral bearing land. No consideration appears to have been given by the Applicants to the position of such owners, notwithstanding the fact that the position has been flagged up at Land Interest Group (LIG) meetings by owners agents.

The Landowners Position

Both Riplingham Estates Ltd and the Los Trustees would welcome settlement of this matter by virtue of a voluntary agreement, but such agreement has to recognise the location of this land and, in each case, there is severance of part of the land from the balance and , if a market value offer is not to be made, then the way around it is a development clause. However, where the land is likely to be developable in the future, then the development clause should be capable of reflecting the landowners loss if and when development is prevented/materially prejudiced.

The ability the Applicants seek to simply move cables onto another part of the Grantor's land (which is also likely to be part of the same scheme of development) and, in the process, avoid any liability to compensate the Grantor, is wholly unacceptable.

This concern has been raised with the Applicants who have made it clear that they are not prepared to change their position.

Submission to the Panel

On behalf of the Los Trustees and Riplingham Estates Ltd, we consider that we have shown to the Inspectorate, through the evidence we have submitted to the Inquiry, mainly in the form of copies of correspondence with the Applicants agents, the arguments we have faced from the Applicant , which we would submit have not been constructive and at odds with the principles of the Compulsory Purchase Code and effectively show no real attempt to reach a voluntary agreement on reasonable terms and assuming they will be awarded a DCO.

For that reason, Riplingham Estates Ltd and the Los Trustees

OBJECT

to the principle of the Applicant being awarded a Development Consent Order as the Applicant has shown complete disregard for the underlying principles of the need for adherence to reasonable behaviour in the application of the Compulsory Purchase Code, which requires the party seeking compulsory purchase powers to use reasonable endeavours to seek a voluntary agreement before reliance on compulsory powers.

We have submitted the correspondence as evidence of this unreasonable approach.

[redacted]

Michael Glover LLP

For [redacted]

2nd July 2025