Dogger Bank South Offshore Wind Farms

Update Statement to PINS 5th December 2025 by Michael Glover MRICS FAAV of Michael Glover LLP, Chartered Surveyors, Globe House, 15 Ladygate, Beverley, HU17 8BH on behalf of Riplingham Estates Ltd and on behalf of Edward Smith of Michael Glover LLP representing the Los Trustees .

Update to PINS-Riplingham Estates Ltd and Los Trustees.

Registered ID : Michael Glover [redacted]

Riplingham Estates Ltd (DM Parcel Ref 25869 Land Plan 17-011)-Vinegar Hill Farm, Beverley.(10,135 sq m.)

Los Trustees : DM parcel Ref 2432 (Land Plan 14-006) (32,110sq m)

1. In addition to this summary paper more information about the detail of current discussions over settlement of a voluntary agreement is set out in the attached email correspondence between this firm and Tim Wright of Dalcour M+aclaren (DM) representing RWE-Dogger Bank South.

2. From a very early stage we have made the point to DM that the circumstances associated with these two parcels of land are not suited to what appears to be a standard offering of the draft option agreement for grant of easement which has references throughout to agricultural use.

3. Whilst Mr Wright at least appears to have understood our concerns and the reasons for them, there has not, as yet, been any proposal of an offer of a suitable format of agreement. Mr Wright has taken away for discussion with his clients our views and our explanations of the reasons for the unsuitable nature of the standard agricultural type option for grant of easement, following our last meeting with him on 1 December 2025. We currently await their response.
4. In the meantime, heads of terms for a promotion agreement with Gladman developments Ltd for Vinegar Hill Farm are agreed and are in solicitors hands and Gladman have submitted a ' land bid' for the East Riding of Yorkshire Council's Forward Planning Team Call for Sites in respect of Vinegar Hill Farm, which had to be lodged by 21 November 2025. A hyperlink to that submission is within the email to Tim Wright of 18th November 2025.
   A land bid has also been submitted in relation to the Los Trustees land following the positive recommendation of the planning officer for the civic amenity site proposal.

5. We will continue to work with DM on the assumption for the moment that we hope to experience sensible and reasonable proposals for a voluntary agreement which we hope, having made our point, would be forthcoming. Just by way of reaffirming our past concerns as to the conduct of the proposed Grantee, these were, the proposed Grantee :-

- Maintaining for nearly 2 years that immediate urban fringe land is no more valuable than similar quality land out in open countryside if there is no allocation and no planning

permission, and maintaining such arguments for such a long period in the face of irrefutable evidence to the contrary.

- Expecting the landowners to move cables at the landowners expense if movement is necessary , under the terms of a development clause.
- Expecting the landowners to obtain legal views on the grantee's draft option and draft easement at the landowners cost.
- Subsequently offering legal costs for the landowners solicitors to look at the draft option for easement and the draft easement but only on condition that there is pre-agreement by the landowner to confirm it will enter into a voluntary agreement (without the benefit of a legal view on what it's implications are).

6. **In a long career in this business I have never previously experienced such outrageous and unreasonable arguments being advanced by an organisation seeking compulsory purchase rights and moreover adhering to such arguments for such a long period in the face of irrefutable evidence to the contrary.**

7. Our current problem is that our clients solicitors costs allowance that have been offered as an undertaking comprise a small fraction of what we would consider the reasonable costs would need to be. Our clients solicitors cannot get an undertaking for 'reasonable costs' . That is the reason we have asked for a more suitable draft option for grant of easement which reflects the non agricultural likely future use of this land and does not seek to impose wide ranging restrictions on the balance of the Grantors title. This would save on solicitors costs and help the parties reach a voluntary agreement more readily.

8. Since both the Los land and Riplingham Estates Ltd land are in similar circumstances, we believe an agreement which satisfies Riplingham Estates Ltd land is likely to satisfy the position in relation to the Los Trustees.

9. Given the background to the prospective grantees conduct previously, we have major concerns that if they achieve their DCO, the previous tactics employed may be adopted again.
10. Landowners should be able to expect reasonable conduct in negotiations and not as we have previously described it to the Panel as ' black is white" arguments designed to deny what are obvious facts.

11. We cannot at the moment know whether we will receive a reasonable response to our observations on the draft option for the grant of deed of easement. We have provided observations to our clients solicitors on the draft deed of easement but it is the draft deed of option for the grant of easement which to my eye, seems to seek to impose unreasonable restrictions on the balance of the Grantors title outside the easement strip , for the "Limitation Period " of up to 9 years (7 years with a right to extend by a further 2).

12. Affected landowners should not have to anticipate potentially being forced to resort to litigation to seek to secure a fair and reasonable settlement.
13. It will be noted in the email correspondence with DM that we have argued that the costs incurred in referring these cases to the compulsory acquisition hearings should be something the proposed Grantee should meet, given that the only reason for the referrals has been the nature of the arguments advanced by the scheme promoter. We have offered for that to be looked at by an independent third party, looking at the conduct of the parties and whether the costs in referring the matter are reasonable in all the circumstances. That offer appears to have been rejected by DM on behalf of their clients and instead they have asked for an indication of the costs. We will look at that aspect as soon as we can but it will be noted that within the email correspondence we explain why we have not yet had time to address that given all the ongoing work in this area currently associated with electricity transmission schemes affecting clients, on top of our other work.

14. We reserve judgement on the position currently as we are awaiting a response from DM having explained to Tim Wright of DM the lack of suitability of the draft deed of option for grant of easement which appears to only anticipate and cater for future agricultural use of the affected land. We do seek to achieve a voluntary agreement but it must be on the basis that protects the reasonable concerns of our clients.

M W Glover

Michael Glover LLP

5th December 2025

From: [redacted]
To: [redacted]
Cc: [redacted]
Subject: RE: Dogger Bank South - Riplingham Estates Ltd - Vinegar Hill Farm and Los Trustees
Date: 24 November 2025 11:18:08
Attachments: [redacted]

Dear [redacted]

Thank you for your email of 18th November.

Thank you also for confirming that you are working with Mr [redacted] to review the various documents and seek to establish an agreed set of HoTs - subject to the proviso regarding the reimbursement of your reasonable fees. I have endeavoured to make it clear throughout my involvement with this case that we are keen to have a constructive dialogue with a view to concluding a voluntary agreement. I had hoped that fees would not be an impediment to this, given that we continue to await your timesheets, and to reiterate, we will review your timesheets on receipt.

At this stage, I find it very difficult to provide any meaningful commentary on your fees and am struggling (but happy to be pointed in the right direction) to find the specific reference to the direct question: "*Are your clients going to meet fees associated with our time referring the matter to the Compulsory Acquisition hearings".* In terms of responding to this question, you will be aware of the general position that, as an objector, your client is responsible for their own costs when objecting to a DCO. Clearly, it was your client's prerogative to raise objections, but the Project has no obligation to pay these costs. You will also be aware that the RICS Professional Standard (Surveyors advising in respect of compulsory purchase and statutory compensation) makes it clear that your client bears the ultimate liability for your fees.

The Project has taken a consistent position that it will only be liable for reasonable fees (subject to the initial cap) in relation to the negotiation of a voluntary agreement as set out in the HoTs:

21.	**GRANTOR'S AGENT COSTS**	The Grantee will reimburse reasonable and proper Grantor's Agents' costs on exchange of the Option Agreement subject to an initial cap of £3,000 for the individual landowner specific negotiations (plus any unrecoverable VAT). Agents must provide the Grantee with a letter of agent authority prior to engaging with the Grantee on Landowner Specific Matters. The Grantor's Agent will also confirm that they have advised their client that it is the client who has the ultimate responsibility for paying their fee should the Grantee not agree to reimburse it.

Once we have reviewed your timesheets, we will be able to form a view on what is or isn't payable and it will be at your client's discretion to determine what course of action to take.

In terms of your other principal point regarding landscaping on the easement strip, the current drafting within the Easement includes restrictions on above-ground activities subject to the Grantee consent mechanism. In my email of 11th June 2025, I referred 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),"

I also suggested that if you required more specific clarification, I would seek further instructions.

My instructions are that it is highly likely that shallow rooting shrubs and grass would be acceptable, as long as not being detrimental to the integrity of the infrastructure, so it really depends on what is being requested at the time for consent – Grantee consent not to be unreasonably withheld or delayed.

Thank you also for the link to Gladman Developments Ltd.'s submission to the Call For Sites of East Riding of Yorkshire Council in respect of the Vinegar Hill land.

Finally, I can confirm that I am happy to meet you again in person if this would assist in progressing matters. Additionally, the offer still stands of a page turn of the legal docs once Pepperells have completed their review.

Kind regards

Tim

[redacted]

[redacted]

[redacted]

Chat with me on Teams
[redacted]

[redacted]

From: [redacted]
Sent: 18 November 2025 14:49
To: [redacted]
Cc: [redacted]
Subject: Re: Dogger Bank South - Riplingham Estates Ltd - Vinegar Hill Farm and Los Trustees

Dear [redacted]

I emailed Mr [redacted] yesterday to say that I will look at the documents submitted and provide him with my comments , to try to establish an agreed set of terms . We are absolutely flat out with Land Bids currently in respect of the ERYC Call for Sites , not to mention all the other schemes we are dealing with, which Dalcour Maclaren are equally aware of. If we can establish agreed documents , the matter of fees will stand to be addressed and settled before any documents are signed.

However, yesterday evening and for a couple of hours this morning I went through the draft deed of easement and have e mailed Mr G[redacted] with my comments . I will be doing the same with the draft option for easement shortly .

My question to you previously was "Are your clients going to meet fees associated with our time referring the matter to the Compulsory Acquisition hearings", an action that only became necessary because you were adopting wholly unreasonable arguments which have been well documented to the Inspectorate and

are blatantly at odds with accepted practice. It took nearly two years for you to accept in principle that land on the urban fringe has a higher value than land out in open countryside, not to mention expecting our clients to meet the cost of diverting the cables in the event of them adversely affecting development , then arguing that our clients should meet the cost of their lawyers looking at the development clause and then arguing that your clients would only meet the cost of our clients solicitors as long as our clients pre-agreed to enter into a voluntary agreement (without knowing whether reasonable terms were going to be offered).

There is a principle here , which should not be dependent on quantum if reasonable fees are sought for what work became necessary . You have not answered that question .

It has been like pulling teeth to get to a position that reflects more generally the typical and expected procedures , in the progression of reaching a voluntary settlement.

All this nonsense has un-necessarily delayed progression of a voluntary agreement and caused us a lot of work which feel could have been avoided if you had taken a more reasonable approach.

I will liase with Mr [redacted] to try to settle documents that our client and Mr [redacted] are content with but we expect your clients to take a reasonable approach .

It is unlikely that the documents once agreed will be signed without an agreement on the fees and a commitment for them to be paid . If there is no agreement it is likely that we will seek an independent expert to determine the matter to whom we will show the arguments that have been put to us, so that we can explain why we felt it necessary to have to put the matter to the Compulsory Acquisition Hearings. Just to be clear on that point, I was not expecting the Inspectorate to express a view on the quantum of compensation; that is a matter for the Upper Tribunal Lands Chamber in the event of a dispute , but I did feel that the behaviour displayed from a body seeking compulsory acquisition powers was unreasonable and disingenuous, (black is white arguments as I referred to them) which is why I felt the panel should know what had been going on .

One of the issues we previously raised and which you have not answered is, what will be allowed to happen in terms of landscaping on the easement strip . You turned it round to ask what is it we would want to do. The answer is that we do not know what the council in the context of a grant of planning permission would allow/require. What we would ask for in terms of land use would depend on what would be permitted over the cables- ie is it just shallow rooting shrubs and grass ? It would help if you could clarify as it would be helpful to incorporate some suitable form of words in the draft easement (beyond what is there currently) , an option for which your client seeks .

What will work for Vinegar Hill Farm is likely to work for the Los Trustees.

Almost finally, I show below a link to Gladmans submission to the Call For Sites of East Riding of Yorkshire Council in respect of the Vinegar Hill land which DM and your clients for so long tried to maintain that there is no development potential-Unbelievable .

[redacted]

We will continue to try to reach an agreed form of voluntary agreement, but we would please expect to see sensible responses to reasonable concerns expressed.

Kind regards,

[redacted].

On 17/11/2025 16:02, Tim Wright wrote:

> Dear [redacted],
>
> Trust that you are keeping well.
>
> By way of an update, I have received copies of recent exchanges of emails between [redacted] of Pepperells and Womble Bond Dickinson who act on behalf of RWE.

In his email of 30th October, Mr [redacted] was suggesting that "*Mr [redacted] has not met with any success to date in seeking payment through your client's agents for his fees generally and those incurred to date (much of which was incurred according to Mr Glover through the attitude and stance taken by the agents in dealing with this matter so far). This aspect should please be addressed first and foremost*".

As you are aware, we have discussed your fees on a number of occasions, most recently when we spoke by telephone on 25th September 2025, when you advised that the despatch of timesheets was imminent. The Project lawyers have received a further email today from Mr [redacted] in which he states that you [redacted] "*.....had still not resolved the matter of his costs with his counterparts....*". This appears to suggest that we are somehow sitting on your fees whereas the reality is that we continue to await your timesheets for review.

We understand from [redacted] comments that your fees are a major impediment to further negotiations.

If we are to make progress, please can you arrange for timesheets to be made available as soon as possible notwithstanding the pressure of commitments on other projects – a factor which you have mentioned to me in the past.

Kind regards

Tim

[redacted]

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

From: [redacted]
To: [redacted]
Cc: [redacted]
Subject: Re: Dogger Bank South - Riplingham Estates Ltd - Vinegar Hill Farm and Los Trustees
Attachments: image081975.png
image397443.png
image323925.png
image055452.png
image240479.png
image521734.png
image589473.png
mgllp.vcf

Dear Tim,

I emailed Mr [redacted] yesterday to say that I will look at the documents submitted and provide him with my comments , to try to establish an agreed set of terms . We are absolutely flat out with Land Bids currently in respect of the ERYC Call for Sites , not to mention all the other schemes we are dealing with, which Dalcour Maclaren are equally aware of. If we can establish agreed documents , the matter of fees will stand to be addressed and settled before any documents are signed.

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My question to you previously was "Are your clients going to meet fees associated with our time referring the matter to the Compulsory Acquisition hearings", an action that only became necessary because you were adopting wholly unreasonable arguments which have been well documented to the Inspectorate and are blatantly at odds with accepted practice. It took nearly two years for you to accept in principle that land on the urban fringe has a higher value than land out in open countryside, not to mention expecting our clients to meet the cost of diverting the cables in the event of them adversely affecting development , then arguing that our clients should meet the cost of their lawyers looking at the development clause and then arguing that your clients would only meet the cost of our clients solicitors as long as our clients pre- agreed to enter into a voluntary agreement (without knowing whether reasonable terms were going to be offered).

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I will liase with Mr [redacted] to try to settle documents that our client and Mr Gardham are content with but we expect your clients to take a reasonable approach .

It is unlikely that the documents once agreed will be signed without an agreement on the fees and a commitment for them to be paid . If there is no agreement it is likely that we will seek an independent expert to determine the matter to whom we will show the arguments that have been put to us, so that we can explain why we felt it necessary to have to put the matter to the Compulsory Acquisition Hearings. Just to be clear on that point, I was not expecting the Inspectorate to express a view on the quantum of compensation;

that is a matter for the Upper Tribunal Lands Chamber in the event of a dispute , but I did feel that the behaviour displayed from a body seeking compulsory acquisition powers was unreasonable and disingenuous, (black is white arguments as I referred to them) which is why I felt the panel should know what had been going on .

One of the issues we previously raised and which you have not answered is, what will be allowed to happen in terms of landscaping on the easement strip . You turned it round to ask what is it we would want to do. The answer is that we do not know what the council in the context of a grant of planning permission would allow/require. What we would ask for in terms of land use would depend on what would be permitted over the cables- ie is it just shallow rooting shrubs and grass ? It would help if you could clarify as it would be helpful to incorporate some suitable form of words in the draft easement (beyond what is there currently) , an option for which your client seeks .

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[redacted]

We will continue to try to reach an agreed form of voluntary agreement, but we would please expect to see sensible responses to reasonable concerns expressed.

Kind regards,

[redacted]

On 17/11/2025 16:02, [redacted] wrote:

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As you are aware, we have discussed your fees on a number of occasions, most recently when we spoke by telephone on 25th September 2025, when you advised that the despatch of timesheets was imminent. The Project lawyers have received a further email today from Mr [redacted] in which he states that you Michael "…..*had still not resolved the matter of his costs with his counterparts*….". This appears to suggest that we are somehow sitting on your fees whereas the reality is that we continue to await your timesheets for review.

We understand from Mr [redacted]'s comments that your fees are a major impediment to further negotiations.

If we are to make progress, please can you arrange for timesheets to be made available as soon as possible notwithstanding the pressure of commitments on other projects – a factor which you have mentioned to me in the past.

Kind regards

[redacted]

[redacted]
M [redacted]
T [redacted]

[redacted]

[redacted]

--

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

From: [redacted]r
To: [redacted]
Cc: [redacted]
Subject: Fwd: Dogger Bank South - Riplingham Estates Ltd - Vinegar Hill Farm and Los Trustees
Date: 25 November 2025 11:43:22
Attachments: mgllp.vcf

Dear [redacted]

I refer to my email response yesterday to your email of yesterdays date . I am working through the draft option for easement currently in order to be able to discuss it with Mr Gardham and there are clearly issues that we need to discuss, given the nature of Vinegar Hill Farm and its development potential.

One matter I didn't respond to yesterday about and should have done, was your offer of a further meeting. I think that would be helpful and at the moment I can do 1st, 2nd, 4th and 5th of December.

Please let me know if you can visit on any of those dates ?

Kind regards,

[redacted]

-------- Forwarded Message --------
Subject: Re: Dogger Bank South - Riplingham Estates Ltd - Vinegar Hill Farm and Los Trustees
Date: Mon, 24 Nov 2025 13:06:59 +0000
From: [redacted]
Organization: Michael Glover LLP, Chartered Surveyors
To: [redacted]
CC: [redacted]pperells.com>, esmith@mgllp.karoo.co.uk <esmith@mgllp.karoo.co.uk>

Dear [redacted]

I am particularly grateful for this statement within your email today:-

"My instructions are that it is highly likely that shallow rooting shrubs and grass would be acceptable, as long as not being detrimental to the integrity of the infrastructure, so it really depends on what is being requested at the time for consent – Grantee consent not to be unreasonably withheld or delayed"

That's what we have been waiting to hear for a considerable time.

In so far as why it was necessary to make representation to the Compulsory Acquisition Hearings - I set out my reasons very clearly at the hearings - DM were adopting completely unreasonable arguments for the best part of two years in arguing that immediate urban fringe land was worth no more than land in agriculture way out in open countryside, if there is no allocation or no planning permission. You initially resisted any acknowledgement that the land may have future development potential. It

was only at the Compulsory Aquisition hearing that your clients solicitor from Burgess Salmon acknowledged the fact .

You must have known that argument was completely untrue .

On that basis you were not even prepared to accept a development clause initially then when you accepted the principle , this was followed by a series of unreasonable arguments including expecting our clients to meet their own solicitors costs in looking at the draft ,then making payment of their solicitors cost conditional on the pre commitment of our clients to enter into a voluntary agreement (without knowing the content of it) and then offering a development clause which allowed your client to relocate the cables onto our clients adjacent land (without compensation).

That is why we referred the matter to the CAH's as this conduct was not reasonable nor conducive to attempting to reach a voluntary agreement .

DM cannot expect to pursue completely unreasonable arguments and not expect it to have consequences.

In so far as our time sheets are concerned, its picking up from my diary all the telephone calls to add in. We have not yet been paid for Orsted Hornsea 4 , because on receipt of our time sheets you now seek for it to be broken down between different members of the same family and their company, which I have not had chance yet to do .

We have phone calls nearly every day from someone at DM about one or another of the various electrical infrastructure schemes that DM are acting on , involving our clients, very often DM asking for urgent attention to it. What would you like me to do- put those requests aside and address/ bring up to date our time sheets on this scheme?

All these schemes are on top of our other work, so that's why you have not had our time sheets yet .

I'm afraid we are likely to have a serious issue between us over our fees as our view is that we should not have had to refer the matter to the PINS hearings just to get DM to acknowledge completely reasonable arguments on our part.

Are you happy for the fees elements to be referred to an independent third party who will examine the conduct of the parties and issue a binding decision on whether it was reasonable on our part to refer the matter to the CAH's given the arguments DM advanced and look at the fee consequences, and whether any fees claimed as a consequence are reasonable? In effect ADR.

Finally, I'm glad you have drawn attention to the RICS publication: RICS Professional Standard (Surveyors advising in respect of compulsory purchase and statutory compensation), because that publication is what we looked at before referring the matter to the CAH's. The RICS publication under section 8 which addresses Claims and Negotiations , at para 8.2 draws attention to MCHLG publications one of which is "Guidance on the Compulsory Purchase Process". Page 13 of 191 at Para 12.3 of that publication states , under "Justifying a Compulsory Purchase Order " the following :-

"A compulsory purchase order should only be made where there is a compelling case in the public interest and reasonable efforts have been made by the acquiring authority to negotiate the purchase of land by agreement".

By virtue of the totally unreasonable arguments you have put forward, we did not consider

that you were making reasonable efforts to negotiate the acquisition of the rights your client seeks, which is why the mater was referred to the CAH's and that was the point we made to the panel- it wasn't about quantum (that is a First Tier Tribunal Lands Chamber matter if we cannot agree),

it was about conduct , which is what I stressed to the panel.

I doubt whether you would have changed your position if we had not referred the matter to the CAH's

Kind regards,

[redacted]

On 24/11/2025 11:18, Tim Wright wrote:

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

From: [redacted]
To: [redacted]
Cc: [redacted]
Subject: DBS-Vinegar Hill Farm, Beverley and Molescroft, Beverley- Riplingham Estates Ltd and Los Trustees
Date: 02 December 2025 14:28:01
Attachments: mgllp.vcf

Hi [redacted]

Thank you for coming to Beverley to meet Edward Smith and I yesterday in relation to this scheme.
As I think we are agreed, the easiest way of addressing the issues for both Los and Riplingham Estates Ltd is to arrive at a satisfactory (from both parties point of view) voluntary agreement including a development clause, as both parcels have similar issues. I think that ,generally , what will be acceptable to Riplingham Estates Ltd is likely to be acceptable to Los .

You have provided a draft option for grant of deed of easement and a draft deed of easement and we discussed at length yesterday the issues surrounding particularly the first of these documents.

I have provided to [redacted] at Pepperell's (Riplingham Estates Ltd solicitor) a track changed MS Word version of the draft deed of easement with my comments and prior to our meeting with you yesterday I had read through the draft option for grant of easement.

As I explained to you yesterday the draft option for grant of deed of easement appears to be totally unsuitable for the current set of circumstances , in respect of both owners, in that, firstly, the draft is very one-sided but equally importantly, it really is not fit for the particular circumstances of these two cases in that it appears to have been worded for circumstances where the long term land use is expected to be agriculture. This takes me back to the very first stages of this scheme when Edward Smith and others at the LIG meetings who had urban fringe clients, pointed out that the framework for the Heads of Terms would need to be tailored and adapted to meet the needs of urban fringe landowners. Effectively that means that a separate or at least adapted format of agreement would be necessary in such cases, where the agricultural value of the land is eclipsed by values for other uses and hope value. It is unfortunate that no notice was taken by your clients of these points made.

As I also explained, heads of terms have been agreed with Gladman Developments Ltd for all of the Riplingham Estates Ltd land (except the farmhouse and curtilage) and the documents are with respective solicitors for legal documentation. I also explained to you that copies of the draft option for easement and the draft deed of grant for easement have also been supplied to Gladman's solicitors for their comment, as there are serious adverse implications for future land use within the draft option for deed of grant as I read it and we need a grant itself which would not militate against promotion of this and the Los site, and subsequent prospects of use for development.

I explained to you that Riplingham Estates Ltd does not want to miss the opportunity for

a promotion agreement with Gladman Developments Ltd with whom we as agents have previously worked on one major scheme at Swanland, and that was conducted very successfully. As I have also previously explained, Gladman Developments Ltd do not " run" with locations that they do not feel they have a high chance of successfully delivering, so it is important that a suitable agreement is reached.

As I explained at our meeting yesterday, the draft grant of option for an easement seeks to reserve wide ranging rights over the Grantor's Property (the balance of the title) in favour of your clients scheme. We cannot accept that such wide ranging rights are necessary and we will be looking for a draft deed which only provides your client with the rights reasonably necessary in connection with their scheme. In addition the terms of the exercise of those rights must take into account the fact that the site could be developed within the seven year + two year period that the option for grant of deed of easement seeks to secure.

Our client understands that the rights for the cables your client seeks must be exercisable practically, but this should be in a manner which respects and does not unduly, and un-necesarily, frustrate our clients intentions on the balance of their land.
We also made the point that your clients proposals at Vinegar Hill result in severance of some 3518 sq metres which your compensation proposals make no allowance for and therefore we wish to see an acceptance of mechanisms which would allow for access and provision of services to this severed land to mitigate the adverse effects as currently envisaged, because of a lack of acknowledgement of the effects of severance. This is the case in respect of both Los and Riplingham Estates Ltd land.

I suggested that a more balanced and appropriate draft option for grant of easement should be offered which would cut down dramatically the amount of time spent on trying to reach agreement.
Our client solicitors have been in touch with your clients solicitors and Pepperell's sought an undertaking for "reasonable fees" to be paid but that wording was not acceptable to your clients solicitors and instead an initial sum is to be the nature of the undertaking. However, when Mr [redacted] told me what the figure was, albeit an interim one, it appeared to be a small fraction of what I would have expected for the commercial terms Pepperell's are expected to plough through. This aspect is a further reason why I have suggested that we start with a more fitting agreement that reflects the circumstances of the landowner in a more balanced way. On that basis, I think we should be able to make progress.

You were to go back to your clients and put forward our concerns and suggestions and then revert to [redacted] and I with the response.

In that connection I would stress the points I made yesterday, that we do not expect to see further "black is white" arguments, which is why we referred matters to the PINS Compulsory Acquisition Hearings, following the arguments previously put forward.

In that connection I asked you within my last email whether your clients were happy to see the matter of our fees relating to the compulsory acquisition hearings determined by a third-party as you have already pointed out that it would not be normal for your client to accept to pay fees associated with objections to your client's scheme. As I have pointed out however it was only necessary to refer matters to the CAH's because of the arguments we were facing from DM , which bore no resemblance to reality .
You stated at our meeting that you would like to have some idea of the fees associated with this and I said we would do our best to try and put something together on a general basis but I have pointed out the pressure we are facing in relation to the multitude of energy transmission schemes in the county affecting our clients and as I have previously stated, DM must decide what is to be addressed first.

As I stressed at our meeting, we have so much work to do, we do not want to be facing further work as a result of totally unrealistic arguments advanced by DM on behalf of their clients. That has not generally happened on other schemes and we have reached agreements, but this one has been a very major exception.

I look forward to further pro-active engagement with you to try to resolve this issue and in that connection you agreed to send me copies of the plans referred to in the draft agreements , which are important in order to interpret the applicability of the same .

I made the point to you that I do not think it in your clients interest to put forward proposals and restrictions that are not reasonably necessary for the easement your clients seeks, to be exercised affecting our clients "Grantors Property" outside the easement strip. In relation to Vinegar Hill Farm, there is a very significant incentive payment available to our clients and our own fees in dealing with the matter if Riplingham Estates Ltd enter into the agreement with Gladman . If your clients proposals prejudice that opportunity , I don't think the consequences would be in your clients interest.

Finally, you mentioned a possible meeting in January with yourself, your clients, their engineers and possibly solicitors with the landowners solicitors . Enough time has been wasted on this scheme already and whilst we will be happy to do this if our clients costs are covered by the prospective Grantee and it is thought helpful , the first steps to my mind would be the issue of more reasonable draft agreements recognising the landowners circumstances in these cases and containing terms which, whilst protecting your clients rights needed, also allow our clients to be able to progress promotion and possible development of the Grantors Property outside the easement area, free from unreasonable impediment.

I look forward to hearing from you further.

Regards,

[redacted]

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

From: [redacted]
To: [redacted]
Cc: [redacted]
Subject: Re: Dogger Bank South - Riplingham Estates Ltd - Vinegar Hill Farm and Los Trustees
Attachments: mgllp.vcf

Dear [redacted]

I am particularly grateful for this statement within your email today:-

"My instructions are that it is highly likely that shallow rooting shrubs and grass would be acceptable, as long as not being detrimental to the integrity of the infrastructure, so it really depends on what is being requested at the time for consent – Grantee consent not to be unreasonably withheld or delayed"

That's what we have been waiting to hear for a considerable time.

In so far as why it was necessary to make representation to the Compulsory Acquisition Hearings - I set out my reasons very clearly at the hearings - DM were adopting completely unreasonable arguments for the best part of two years in arguing that immediate urban fringe land was worth no more than land in agriculture way out in open countryside, if there is no allocation or no planning permission. You initially resisted any acknowledgement that the land may have future development potential. It was only at the Compulsory Aquisition hearing that your clients solicitor from Burgess Salmon acknowledged the fact .

You must have known that argument was completely untrue .

On that basis you were not even prepared to accept a development clause initially then when you accepted the principle , this was followed by a series of unreasonable arguments including expecting our clients to meet their own solicitors costs in looking at the draft ,then making payment of their solicitors cost conditional on the pre commitment of our clients to enter into a voluntary agreement (without knowing the content of it) and then offering a development clause which allowed your client to relocate the cables onto our clients adjacent land (without compensation).

That is why we referred the matter to the CAH's as this conduct was not reasonable nor conducive to attempting to reach a voluntary agreement .

DM cannot expect to pursue completely unreasonable arguments and not expect it to have consequences.

In so far as our time sheets are concerned, its picking up from my diary all the telephone calls to add in. We have not yet been paid for Orsted Hornsea 4 , because on receipt of our time sheets you now seek for it to be broken down between different members of the same family and their company, which I have not had chance yet to do .

We have phone calls nearly every day from someone at DM about one or another of the various electrical infrastructure schemes that DM are acting on , involving our clients, very often DM asking for urgent attention to it. What would you like me to do- put those requests aside and address/ bring up to date our time sheets on this scheme?

All these schemes are on top of our other work, so that's why you have not had our time sheets yet .

I'm afraid we are likely to have a serious issue between us over our fees as our view is that we should not have had to refer the matter to the PINS hearings just to get DM to acknowledge completely reasonable arguments on our part.

Are you happy for the fees elements to be referred to an independent third party who will examine the conduct of the parties and issue a binding decision on whether it was reasonable on our part to refer the matter to the CAH's given the arguments DM advanced and look at the fee consequences, and whether any fees claimed as a consequence are reasonable? In effect ADR.

Finally, I'm glad you have drawn attention to the RICS publication: RICS Professional Standard (Surveyors advising in respect of compulsory purchase and statutory compensation), because that publication is what we looked at before referring the matter to the CAH's. The RICS publication under section 8 which addresses Claims and Negotiations , at para 8.2 draws attention to MCHLG publications one of which is "Guidance on the Compulsory Purchase Process". Page 13 of 191 at Para 12.3 of that publication states , under "Justifying a Compulsory Purchase Order " the following :-

"A compulsory purchase order should only be made where there is a compelling case in the public interest and reasonable efforts have been made by the acquiring authority to negotiate the purchase of land by agreement".

By virtue of the totally unreasonable arguments you have put forward, we did not consider that you were making reasonable efforts to negotiate the acquisition of the rights your client seeks, which is why the mater was referred to the CAH's and that was the point we made to the panel- it wasn't about quantum (that is a First Tier Tribunal Lands Chamber matter if we cannot agree),

it was about conduct , which is what I stressed to the panel.

I doubt whether you would have changed your position if we had not referred the matter to the CAH's

Kind regards,

[redacted].

On 24/11/2025 11:18, Tim Wright wrote:

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