

## Melissa Whitlock

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**From:** Dean Moor Solar  
**Subject:** Secretary of State Consultation Letter

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**From:** [REDACTED]@keystonelaw.co.uk>  
**Sent:** 13 May 2026 11:57  
**To:** Dean Moor Solar <DeanMoorSolar@planninginspectorate.gov.uk>  
**Subject:** RE: Secretary of State Consultation Letter

Dear [REDACTED]

We attach the latest offer from the applicant's solicitor which they have confirmed remains valid. You will see from its terms that the offer is derisory and has no reasonable basis in established compensation principles. No explanation has been provided by the applicant as to how this figure has calculated and it is my client's view that the applicant has made no genuine offer to acquire the relevant interests. On this basis the use of CPO powers is by no means a "last resort" as required by the statutory guidance. My client has incurred considerable fees in this matter, the applicant's purported offer would not even come close to covering these let alone compensate them for the loss of their valuable interest.

We again ask that the DCO be refused on the basis of the applicant's failure to properly engage with us as an effected interest holder as required by the statutory guidance. No survey or assessment work is able to be carried out as the applicant has repeatedly told us that the proposed scheme is not sufficiently detailed to provide clarity over the land they require, and therefore where the survey works are required.

Please be in touch if you require anything further at this time.

Kind regards

[REDACTED]

[REDACTED] | Partner

*Recognised by The Legal 500 & Chambers for Planning 2026*

**T:** [REDACTED] **M:** [REDACTED]

**KEYSTONE LAW**

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Keystone Law  
██████████@keystonelaw.Co.Uk

### By email

Direct tel ██████████ Date 10 December 2025  
Email ██████████@TLT.com

### Subject to contract

Dear Sirs

**Dean Moor Solar Farm DCO**  
**Your client: 12 Property FE Limited**

We refer to your letter dated 25 November 2025.

We note that your client's valuation continues to be unsupported by any relevant evidence.

On 24 November, we requested the basis of your valuation in light of the limited impact of the DCO, and the sparse information held as to the existence of mines and minerals.

No basis has been provided, other than a comparable relating to a single wind turbine. This comparable relates to a significantly different scheme to the Dean Moor DCO and would likely have permanent, substantial impacts on subsoil interests. As such, our view remains that it is not relevant.

We note that your comments on the 'no scheme principle' contradict the terms of your client's offer. Your letter accepts the 'no scheme principle', but at the same time seeks a percentage of revenue generated by the scheme.

Without supporting evidence, the terms of your offer remain unacceptable to our client. It remains your client's responsibility to establish the extent of its interest and potential loss. Subject to receipt of further information, our client's settlement offer (as previously set out to you on 24 November 2025) is set out below:

1. 12 Property FE Limited ("12 Ltd") to transfer the relevant parts of the qualified freehold title CU307418, those parts being the interests comprised within: plots 1-26, 1-33, 1-35,

95187843.3

#### For what comes next

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and 1-38 as set out on the Land Plans, to FVS Dean Moor Limited (DM). The form of agreement will be an option with a transfer of part, with detailed terms to be agreed between the parties, including protections for DM's apparatus, and 12 Ltd's mine/mineral interests.

2. DM agree to pay £2,500 as consideration for the transfer referred to above. Consideration is only payable on completion of the transfer following exercise of the option by DM.
3. Consideration to be payable subject to the land being required by DM.
4. It is agreed that the consideration is in full and final settlement in accordance with the Compensation Code for any impacts on 12 Ltd arising from the DCO.
5. DM agree to pay up to £2,500 plus irrecoverable VAT towards reasonably and properly incurred legal and professional fees for advising on the option and transfer.
6. 12 Ltd immediately withdraws its objection by writing to the Examining Authority or the Secretary of State.

Please confirm your acceptance to these terms and a draft agreement can be shared.

Yours faithfully

**TLT LLP**

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