

## DAN SADLER

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**From:** DAN SADLER  
**Sent:** 17 September 2024 12:14  
**To:** VikingCCSPipeline@planninginspectorate.gov.uk  
**Subject:** Relevant Representation in respect of the proposed Viking CCS Pipeline  
**Attachments:** EN070008-001122-Amendment to Relevant Representation .pdf; REDACTED - COMPLETED - 09 08 2024 - Supplemental Agreement (Autby) signed by tenant\_Redacted 2.pdf; REDACTED - COMPLETED - 09 08 2024 - Supplemental Agreement (Damwells) signed by tenant\_Redacted 2.pdf; REDACTED - Option Agreement (Ludborough - Autby) dated 18.04.2023 signed by Bluestone\_Redacted 2.pdf; REDACTED Option Agreement (Ludborough - Damwells) dated 01 12 2022 \_Redacted 2.pdf

**Importance:** High

Dear Sir or Madam

Your details were provided to me yesterday by Lucy Turner of Masons Rural, who are acting land agents for R. Caudwell (Produce) Limited (the landowner) of the land at Autby and Damwells, Liversey Road, Ludborough, Grimsby, DN36 5SF. I've attached a copy of her recent representation for your convenience, which has been accepted by The Examining Authority. Lucy refers to Bluestone's proposed solar farm development in her representation.

Bluestone is seeking to develop a 278MW solar farm on circa 1200 acres of the said land (roughly shown on the screenshot below) and have two Option Agreements in place. One Option Agreement was completed on 1 December 2022 between R. Caudwell (Produce) Limited and Bluestone Ludborough 1 Ltd and the other one was completed on 18 April 2023 between R. Caudwell (Produce) Limited and Bluestone Ludborough 2 Ltd. Redacted copies are attached to this email together with Supplemental Agreements.

It has only been brought to my attention yesterday (16 September 2024) by Lucy, that there is a proposed development of a carbon capture pipeline that will affect the said land that Bluestone proposes to develop the solar farm on and that representations need to be made. Pursuant to the relevant statutory requirements and various Planning Acts, I believe that the promoter is required to consult with us. Lucy has confirmed to me that she has informed the promoter on many occasions that Bluestone has Option Agreements in place in respect of the said land affected by the proposed carbon capture pipeline and that Bluestone should be contacted to commence discussions, but the promoter has not contacted us at all.

I consider that the proposed carbon capture pipeline development materially impacts our proposed development for the following reasons, which are not exhaustive:-

1. The surface land can no longer be used for placing panels, which will reduce the amount of electricity that can be generated.
2. The construction costs will increase because: (a) the panel rows will have breaks in them; and (b) Bluestone's service media may have to be installed below the proposed pipeline, which will increase our initial construction costs and future maintenance costs.
3. Additional costs for the project will arise in having to seek the promoter's consent when crossing the pipeline, which will more than likely include legal costs in documenting that consent and monitoring costs, as the promoter will want someone to inspect the works, at construction and for future maintenance.

All of the above will adversely affect the proposed solar farm development. The above in combination or alone could therefore render the solar farm development uneconomic.

I raise these issues and seek your assistance in ensuring that Bluestone's interest is noted and that the proposed carbon capture pipeline development does not adversely affect the proposed solar farm development.

I also understand that Section 102a of the Planning Act 2008 makes provision for persons with a legal interest in land who have not been contacted by the promoter and consequently did not register to become an Interested Party, to apply to become an Interested Party. I shall be grateful if you would exercise your discretion and register Bluestone Ludborough 1 Ltd and Bluestone Ludborough 2 Ltd as Interested Parties and accept this email as our initial objection and representations.



Kind regards,

**Dan Sadler**

**Head of Land Acquisition**

Bluestone Energy Ltd  
Tower 42,  
35<sup>th</sup> Floor (Leaf B),  
25 Old Broad Street, London,  
EC2N 1HQ

Tel: [REDACTED]

Email: [REDACTED] [@bluestoneenergy.co.uk](mailto:[REDACTED]@bluestoneenergy.co.uk)

Website: [www.bluestoneenergy.co.uk](http://www.bluestoneenergy.co.uk)



**From:** [REDACTED]  
**To:** [Viking CCS Pipeline](#)  
**Subject:** Amendment to Relevant Representation  
**Date:** 06 September 2024 07:04:19  
**Attachments:** [image146025.png](#)

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Good Morning.

Back on 10<sup>th</sup> January I made a relevant representation on behalf of my client R Caudwell (Produce) Ltd regarding the Viking CCS Pipeline. I would like to now amend this representation in light of discussions with the scheme in recent months to remove all but one of the points and update the representation. I am unsure how the system works at your end but for ease I have struck through the points which can be withdrawn;

The schemes has; ~~• Failed to agree commercial terms due to a lack of meaningful consultation with the landowners and their agents~~ ~~• Failed to agree a method statement for the pipeline construction and failure to provide clarity regarding construction depth of the pipeline and assurances that the land can be farmed going forward~~ ~~• No consultation has taken place regarding potential future development of the pipeline corridor and compensation provision via a development clause. My client has an ongoing option agreement for a large solar park on the land subject to this scheme and the schemes agents have not taken this seriously nor has it been addressed in any of the paperwork sent out to date.~~ ~~• No consultation regarding the implementation of a haul road during the construction period~~

Update as at 6<sup>th</sup> September 2024;

As acting agent for R Caudwell (Produce) Ltd we have been meeting with the scheme, both virtually and face to face to agree how to incorporate mutually agreeable wording into the option agreement to address the option agreement already signed for the solar park.

I don't have the RR number as I submitted numerous for my clients at the time but I hope that you can process this request for me.

With kind regards,

Lucy

**LucyTurnerBSc (Hons) MRICS FAAV | Associate | Rural Surveyor and Valuer | Rural Team**  
**RICS Registered Valuer**

Direct Line: [REDACTED] | [REDACTED] | Main Switchboard: 01507 350500 | [www.masonsrrural.co.uk](http://www.masonsrrural.co.uk)



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Date 18 April 2023

**R.CAUDWELL (PRODUCE) LIMITED**

and

**BLUESTONE LUDBOROUGH 2 LTD**

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**OPTION AGREEMENT**

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relating to land at

Autby, Livesey Road, Ludborough, Grimsby, DN36 5SF









































**EXECUTED** as a deed (but not delivered until )  
dated) by **R.CAUDWELL (PRODUCE) LIMITED** )  
acting by a director in the presence of:- )

Director

Signature of witness .....

Name (in block capitals) .....

Address.....

.....

.....

.....



**EXECUTED** as a deed (but not delivered until )  
dated) by **BLUESTONE LUDBOROUGH 2 LTD** )  
acting by a director in the presence of:- )

Director

Signature of witness .....

Name (in block capitals) .....

Address.....

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.....

OR

**EXECUTED** as a deed (but not delivered until )  
dated) by **BLUESTONE LUDBOROUGH 2 LTD** )  
acting by two directors or a director and the )  
company secretary

Director

Director / Secretary



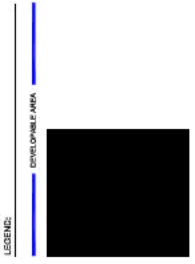
**APPENDIX (1)**

**Option Plan**



1:10,000 Scale. All dimensions are in meters unless otherwise stated. All dimensions are to the center of the line unless otherwise stated.

Reference	Area	Perimeter
1	10,000	1,000
2	10,000	1,000
3	10,000	1,000
4	10,000	1,000
5	10,000	1,000
6	10,000	1,000
7	10,000	1,000
8	10,000	1,000
9	10,000	1,000
10	10,000	1,000
11	10,000	1,000
12	10,000	1,000
13	10,000	1,000
14	10,000	1,000
15	10,000	1,000
16	10,000	1,000
17	10,000	1,000
18	10,000	1,000
19	10,000	1,000
20	10,000	1,000
21	10,000	1,000
22	10,000	1,000
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38	10,000	1,000
39	10,000	1,000
40	10,000	1,000
41	10,000	1,000
42	10,000	1,000
43	10,000	1,000
44	10,000	1,000
45	10,000	1,000
46	10,000	1,000
47	10,000	1,000
48	10,000	1,000
49	10,000	1,000
50	10,000	1,000



**Project:**  
**Autby Solar**  
 Main Road, North Thoresby, Grimsby,  
 Lincolnshire, DN38 5SE



**LEGAL**

**Option Plan: Autby**

Drawn by:	Checked by:	Plot No.:
MH	MH	21.11.2022
Project Name:	Client Name:	
<b>BSE004- OP-02</b>		
Sheet No.:	Scale:	Revision:
A0	1:5000	06



**APPENDIX (2)**

**Lease**

Date \_\_\_\_\_ 20[ ]

[ ]

and

[ ]

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**LEASE**

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relating to land at

Autby, Livesey Road, Ludborough, Grimsby, DN36 5SF

**DN: This Lease is to be updated in accordance with the Option Agreement and the comments and footnotes within it before it is engrossed.**







































































**EXECUTED** as a deed (but not delivered until dated) )  
by [REDACTED] acting by a director in the )  
presence of:- )

Director

Signature of witness .....

Name (in block capitals) .....

Address.....

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**SIGNED** (but not delivered until the date hereof) )  
**AS A DEED** by [REDACTED] in the presence of:- )  
)

Signature of witness .....

Name (in block capitals) .....

Address.....

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**APPENDIX (1)**

Demise Plan

**APPENDIX (2)**

Developable Land Plan





Date 9 August 2024

**R.CAUDWELL (PRODUCE) LIMITED**

as

Landlord

and

**BLUESTONE LUDBOROUGH 2 LTD**

as

Tenant

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**SUPPLEMENTAL AGREEMENT**

relating to an Option Agreement dated 18 April 2023

(Ludborough - Autby)

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**EXECUTED** as a deed (but not )  
delivered until dated) by **R.CAUDWELL** )  
**(PRODUCE) LIMITED** acting by a )  
director in the presence of:- )

Director

**I was physically present to witness  
the above signature**

Signature of witness .....

Name (in block capitals) .....

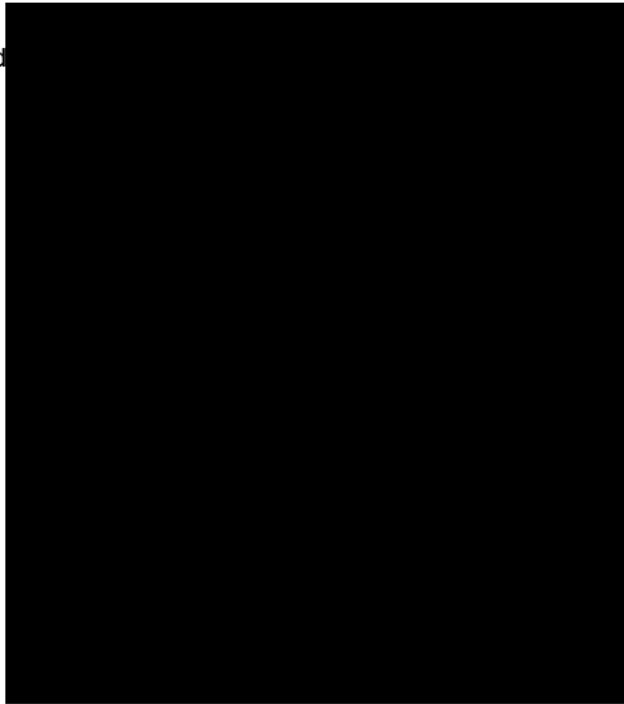
Address.....

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**EXECUTED** as a deed (but not delivered  
until dated) by **BLUESTONE**  
**LUDBOROUGH 2 LTD** acting by a  
director in the presence of:-



**I was physically present to witness  
the above signature**

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