

From: [REDACTED]
To: [Dogger Bank South](#)
Subject: Responses to ExQ1 questions - Albanwise/ Albanwise Synergy
Date: 25 April 2025 17:32:21
Attachments: [image001.png](#)

Dear ExA

We would like to submit the following responses to questions that were asked of Interested Parties: Albanwise Ltd (**DGBS-AFP156**) and Albanwise Synergy Ltd (**DGBS-AFP162**) (hereinafter collectively referred to as 'Albanwise') in the ExA's ExQ1 questions of 28 Feb 2025 .

Kind regards

[REDACTED]

Question LUA 1.6: Sterilised and impractical land

Please identify the locations which you believe would become sterilised or impractical to farm, and have not been included within the Applicants' assessment, as referred to in your Relevant Representations [RR-001], [RR-002] and [RR-054] and Written Representations [REP1-068] and [REP1-069]. Your answer should include: a plan identifying the location; the quantum area of land affected; a Land Plot reference number (or nearby Land Plot reference number) from the submitted Land Plans (revision 2) [PDA-004]; and appropriate justification to explain the aforementioned effects.

- A. With respect to the ground affected by the buried cables, we are satisfied that, should the development proceed as proposed—observing the protections outlined in the application and those currently being negotiated with the Applicant as part of the draft land agreements—farming will be able to return to the affected areas. Our experience elsewhere with similar projects is however poor with land affected unfarmable for several years and significant impediments to our other land rights and activities.

However, as noted by Mr. Tom Watson, representing Albanwise in Compulsory Acquisition Hearing 2 held on 7 April 2025, the land agreements with the Applicant have not been agreed. As a result, we do not have confidence that:

- Impacts during installation will be minimised,
- There will be no subsequent sterilisation and
- There will be no diminution of farming ability on the affected ground

until those agreements are finalised.

Regarding the above-ground works, the intrinsic sterilisation of the land on which the assets and ancillary works are to be located is clearcut.

We remain concerned about the potential broader sterilisation effect the proposed development may have on the potential for further development on land surrounding the project. Given its proximity to nationally significant electrical infrastructure, our property has been subject to numerous NSIP and TCPA-consented and proposed developments (e.g. Orsted's Hornsea 3 Offshore Wind Farm, NGET's proposed Birkhill and Wanless Beck substations, the North Humber to High Marnham 400kV

overhead line, SSE/Equinor's Dogger Bank D Offshore Wind Farm, and our self-developed Creyke Beck Solar Farm, to name a few).

Given that the Applicant has not agreed how to compensate or mitigate their project's impact on these schemes on our property it is essential that:

- Rights already agreed upon with other parties are respected,
- Rights proposed by the Applicant align with those being negotiated in other proposed developments and
- The broader development potential of the remainder of our land holdings is not unduly sterilised, by the proposal or the rights being sought by the Applicant.

Whilst we can pinpoint specific land areas that may be subject to sterilisation you will be familiar with the location and overlap of the above listed developments on our land. We remain deeply concerned therefore about the reduction in development potential across our remaining land due to factors such as:

- Restrictive access rights (to highways or across our land holding),
- The location of core above surface infrastructure plus ancillary and as-yet-unspecified activities (either temporary or permanent) and
- Impacts arising from imposed exclusion areas (e.g. noise, security, clearance restrictions, etc.).

Work continues with the Applicant to address our concerns raised above by seeking the necessary protections in the land agreements.

Question LUA 1.9: Restrictive covenants

Q. Do you have any comments related to the rights and restrictive covenants in Schedule 7 of the draft DCO [REP1-004]? In your response, please consider if any restrictive covenants would inhibit continuation of agricultural activities.

A. The proposed draft covenants are under review by our legal advisors. We may wish to submit comments on the relevant clauses of Schedule 7 at subsequent Deadlines.

Renewables Development Manager

M. 



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