

Application by RWE Renewables UK Dogger Bank South (West) Ltd and RWE Renewables UK Dogger Bank South (East) Ltd for an Order granting Development Consent for two Offshore Wind Farms

Update submitted on behalf of Network Rail Infrastructure Limited in response to additional information requested in the Rule 17 letter dated 9 June 2025

Planning Inspectorate Reference Number: EN010125

This is a response to the additional information requested in the Examining Authority's Rule 17 letter dated 9 June 2025.

1. Request R17.45 – Compulsory Acquisition – Update on Negotiations

- 1.1 Since April, there has been some progress made following an all parties call and engineering call to discuss the route and depth of the cables.

Design of Cable Route

- 1.2 The Applicant is yet to provide details of the design however the method they will be using has been confirmed as HDD (Horizontal direction drilling). Network Rail has confirmed the minimum depth of the cables should be 7.5m.
- 1.3 A basic asset protection agreement is currently being negotiated with the Applicant for the cabling.

Property Agreement

- 1.4 The property agreements are still being negotiated between the parties, with Network Rail's latest comments being circulated this week. The main contentious points are the termination and assignment provisions. All other outstanding points relate to how the agreement will be terminated.
- 1.5 Nevertheless, both parties are keen to complete the property agreement as soon as possible.

Framework Agreement

- 1.6 The Framework Agreement has been parked for the time being as without the detail of the design and confirmation of the cable route, Network Rail is unable to fully assess the impact of the scheme. In addition, the Property Agreement also needs to be progressed in order for the provisions in the framework agreement to be finalised.

2. R17.47 – Draft DCO – Protective Provisions

- 2.1 As per the Framework Agreement, the Protective Provisions have also been parked as the main contentious point is the restriction on the use of compulsorily acquisition powers. It is the Applicant's position that without the Property Agreement in place (which will provide them with the requisite right to lay the cables under Network Rail's land), the restriction cannot be accepted.

2.2 Therefore, until the Property Agreement is fairly agreed, the protective provisions and Framework Agreement are unable to be agreed.

13 June 2025