
APPLICATION BY RWE RENEWABLES UK DOGGER BANK SOUTH (WEST) LTD AND
RWE UK DOGGER BANK SOUTH (EAST) LTD FOR AN ORDER GRANTING
DEVELOPMENT CONSENT FOR THE DOGGER BANK SOUTH OFFSHORE WIND FARMS

CLOSING STATEMENTS SUBMITTED BY:

OLIVER STONES BSc(Hons) MRICS FAAV OF ALNWICK FARMING AND PROPERTY
CONSULTANTS, 6H GREENSFIELD COURT, ALNWICK, NORTHUMBERLAND, NE66 2DE
(REGISTERED ID NO. 20049790)

IN RELATION TO THE FOLLOWING LANDOWNERS:

EAST YORKSHIRE CONCRETE PRODUCTS LIMITED
ALEXANDER DOUGLAS ROBINSON
MARK WILSON MEWBURN
JAMES HEPPELL MEWBURN

INTRODUCTION

1. The Applicant seeks an Order Granting Development Consent for the :

*“Dogger Bank South Offshore Wind Farms (“the **Proposed Development**”)*.

2. Alnwick Farming and Property Consultants (“**AFPC**”) represent the following landowners (“our **Clients**”), whom are owner occupiers of land and property impacted by the proposed on-shore cable route associated with the Proposed Development:

East Yorkshire Concrete Products Limited/A D Robinson

Site References: Land Parcel 04-12

Sheet Number & Land Plot Nos: 04-013*, 04-014*, 04- 018, 04-024 (Acquisition of Rights)

Sheet Number & Land Plot Nos: 04-012*, 04-015*, 04- 016*, 04-017, 04-019, 04-020*(Temporary Possession)

Mark Wilson Mewburn

Site References: Land Parcel 06-18

Sheet Number & Land Plot Nos: 06-018, 06-021, 06-025 (Acquisition of Rights)

Sheet Number & Land Plot Nos: 06-019, 06-020, 06-022, 06-023, 06-024 (Temporary Possession)

James Heppell Mewburn

Site References: Land Parcel TBC – Newly Identified

Sheet Number & Land Plot Nos: 08-013* (Acquisition of Rights)

3. AFPC have actively participated in the “Land Agents Interest Group (“**LiG**”)” formed to represent the interests of landowners and occupiers impacted by the Proposed Development. The LiG was formed to assist with negotiating voluntary agreements in relation to the rights required to install the on-shore cables and associated infrastructure required as part of the Proposed Development between landfall and the convertor station.
4. Despite our involvement with LiG and subsequent negotiations with the Applicant terms still have yet to be agreed for voluntary agreements and granting an Order for the Proposed Development could have profound consequences for our Clients. Our concerns in respect of the Proposed Development have been recorded in written submissions to the Applicant’s Agent (“**Dalcour Maclaren**”) since 2022, when initial discussions in respect of the Proposed Development commenced with impacted landowners. Our concerns and issues with the Applicant’s approach to voluntary agreement tabled on a “without prejudice” basis have also been documented through the Inquiry both orally and in written submissions.

5. UPDATED POSITION STATEMENT

5.1 Following a meeting with the Applicant’s Agent and Steven Harkin representing RWE Renewables UK (“**RWE**”) on the 23rd June 2025, Dalcour Maclaren provided a written response to some of the issues discussed at the meeting and notes of the meeting, with a copies enclosed at Appendix 1A, 1B and 1C. The notes of the meeting prepared by Dalcour Maclaren omitted certain issues which were discussed and action points committed to by RWE, as well as purporting that the position in relation to consequential losses has been misunderstood by AFPC. AFPC have corrected the record in relation to the meeting notes as part of these closing statements.

5.2 Terms still have not yet been agreed in relation to the voluntary agreement negotiations for each of our Clients and the remaining substantive issues are summarised below. Some progress has been made through the Public Inquiry process on issues which the Applicant previously refused to consider.

6. MAIN ISSUE 1: LAND DRAINAGE

6.1 A response is awaited from the Applicant’s land drainage consultant, Land Drainage Consultancy Limited (“**LDC**”) to meet with our clients to address land drainage issues. The specific issues which the Applicant has not addressed either in the voluntary agreement or the Outline Drainage Strategy (Revision 4) (“**Outline Drainage Strategy**”) to date are:

Drainage Concepts and Design

6.2 The Applicant is seeking to address drainage concepts and the design after either a voluntary agreement has been executed or a Development Consent Order (“**DCO**”) granted including compulsory acquisition rights. Such issues are vitally important to landowners and occupiers as drainage has a direct impact on their ability to farm their land and earn a living from it.

6.3 Agreeing such matters after granting a DCO provides a landowner with no recourse to address any defects in the proposed drainage concepts and design other than to claim compensation for ongoing crops losses and disturbance which is time consuming, puts landowners to unnecessary cost and creates delays in securing their income as compensation claims can take time to resolve. Ongoing drainage issues can also impact the capital value of land and potentially impede a landowner’s ability to sell or let their land in the future.

6.4 Obligating the Applicant to agree drainage design and concepts prior to determining the Application is achievable and would provide landowners with comfort that the proposed Post Construction drainage system is adequate to serve the land in the Order Limits and does not prejudice the drainage of adjoining land.

Impact on the Ability to Drain Adjoining Land

6.5 The Outline Drainage Strategy only addresses water coming from existing underground land drainage pipes which would be affected by the installation of the Onshore Export Cables. It does not address the impact of draining adjoining land following the installation of the Onshore Export Cables. The Applicant has stated that the issue is addressed by providing landowners with the ability to cross the cables with new drainage systems, subject to obtaining consent. The Applicant’s position does not however address issues with drainage levels if the Onshore Export Cables are installed at a depth (or move to a depth after being installed) which impedes the ability to drain adjoining land.

6.6 Gaining consent to cross the Onshore Export Cables once installed is also not guaranteed and puts landowners to unnecessary cost, as a number of drainage contractors will not work within close proximity of energised cables and the costs associated with undertaking this work are significantly higher than draining through agricultural land without the Onshore Export Cables due to the risks involved should the cables be damaged. Taking into account that the Applicants are unwilling to commit to maintaining the depth of the cables (see below) the risk of striking the energised cables when installing future land drainage is a significant and real risk.

6.7 To address this issue, the Applicants could pre-install designated crossing points for land drainage when the Onshore Export Cables are installed. This would not need to be considered for every land parcel as the requirement would only be necessary where the Onshore Export Cables impede access to a key drainage dyke or river. The instances where this requirement is needed could have been identified by LDC had they received instructions from the Applicant's to consider this issue.

Drainage between the Onshore Export Cables

6.8 At present the Applicants are only committing to installing Pre and Post Construction drainage on the outside of the Order Limits running parallel with the Onshore Export Cables. Representations have been made to the Applicants regarding the installation of land drainage between the Onshore Export Cables to ensure that the full width of the Order Limits is adequately drained. To date the Applicants have not provided a firm commitment that this will be done.

Maintenance, Repair and Replacement of the Land Drainage

6.9 As drafted the Voluntary Agreement proposed by the Applicants only secures rights for the Applicant to repair and maintain the land drainage in the easement strip (12 metres wide per project) but does not obligate the Applicants (or the successor Ofte) to undertake this work. Land drainage schemes have a finite life expectancy of 20 to 40 years, as confirmed by the Applicant's drainage expert, LDC. Therefore during the life of the Proposed Development, the Pre and Post Construction land drainage installed during construction will need to be renewed.

6.10 To address this issue we have requested a firm commitment from the Applicants (which is transferable to the Ofte) whereby during the life of the Proposed Development they will replace the land drainage system within the easement areas which are worn out or no longer functioning properly. This would ensure that the affected fields are returned to full agricultural production for the during of the Proposed Development.

7. MAIN ISSUE 2: CABLE DEPTH

7.1 We have referred the Applicant to similar projects including The Dogger Bank Creyke Beck Offshore Wind Farm Order 2015 ("**Dogger Bank A & B**") and the Hornsea Four Offshore Wind Farm Order ("**Hornsea 4**") impacting land in this locality (including land owned by our Clients). The applicants for the Dogger Bank A and B and Hornsea 4 projects provided commitments to maintain the depth of the Onshore Export Cables either through the compulsory acquisition or in the voluntary agreements. Dalcour Maclaren advised the

applicants for both the Dogger Bank A and B project and the Hornsea 4 project. The draft Deed of Grant for the Dogger Bank A and B was included with a Unilateral Undertaking dated 4th March 2020 and recorded the applicant's legal commitments when implementing the compulsory acquisition process. The Unilateral Undertaking was executed between the following parties:

***Dogger Bank Offshore Wind Farm Project 1 Projco Limited
and
Dogger Bank Offshore Wind Farm Project 1 Projco Limited
to
East Riding of Yorkshire Council***

7.2 The Deed of Grant attached to the above Undertaking obligates the wind farm developer (and successors in title) to ensure the Onshore Export Cables remain within the easement strip and are maintained at a minimum depth of 1.5m.

7.3 The reasons for requiring the depth of the cables to be maintained have been documented in the oral and written evidence provided. Whilst the Onshore Export Cables may be installed at a depth to allow agricultural activities to continue following reinstatement, this is not guaranteed for the operational life of the Proposed Development. Notwithstanding the impact on the ability to farm the land should the cables move, there is a real risk to life if the depths of the cable are not known, bearing in mind landowners and occupiers will be crossing them when undertaking cultivations in the normal course of farming.

7.4 The Meeting Minutes provided by Dalcour Maclaren at Appendix 1C, refer to both a committed design depth of 1.6m (ranging from 1.3m to 1.7m) and 1.2m below the subsoil interface. This is first occasion when "subsoil interface" has been referred to and clarity is awaited on the different design depths stated.

7.5 The Draft DCO and voluntary agreement for the Proposed Development include safeguards limiting what a landowner/occupier can do with the surface of the land and specifically preclude raising or lowering the existing levels of the Option Area. As noted in our written representations dated 26th June 2025, we suggested a method of addressing the Applicant's concerns regarding topsoil degradation at the meeting on the 23rd June 2025 and it was agreed by the RWE representative that this proposal would be considered. No response to the proposal has since been provided by the Applicant and we note that the proposal was omitted from the Meeting Notes prepared by Dalcour Maclaren at Appendix 1C.

7.6 The Applicant references the level of the restored surface as part of their decommissioning proposals and must therefore be intending to take levels within the Order Limits. Our written representations dated 24th April 2025 requested the Applicants provide a commitment to installing and maintaining the cables at an acceptable depth from the **original surface level** as the restored surface will suffer settlement due to the amount of disturbance caused during the construction works. When taking the levels it would be reasonably practicable for the Applicant to record the depth of both the topsoil and subsoil, thereby providing an accurate benchmark against which to monitor and maintain the depth of the Onshore Export Cables.

8. MAIN ISSUE 3: REINSTATEMENT

8.1 Following further discussion with the Applicant in an attempt to achieve a voluntary agreement our Clients will accept a reinstatement period of two years. The remaining issue in respect of this matter relates to the fact that there is no redress mechanism for a landowner/occupier should the Applicant not meet the two year commitment, with the risk that the reinstatement period could be much longer without genuine justifying reasons. An extended reinstatement period could significantly impact a landowner's business as they may for example be seeking to sell or transfer their holding.

8.2 Provided there is some mechanism for a landowner/occupier to address an extended reinstatement period this matter can be resolved. At the meeting with the RWE representative on the 23rd June 2025 it was agreed that the Applicant would consider a means of providing a mechanism allowing a landowner to address this issue. The Applicant has not responded on this issue since and it has been omitted from the Meeting Minutes prepared by Dalcour Maclaren at Appendix 1C.

9. MAIN ISSUE 4: CONSEQUENTIAL LOSSES

9.1 The draft Deed of Grant attached to the Unilateral Undertaking for the Dogger Bank A and B project provides the opportunity for landowners to claim consequential losses. The Applicant and their Agent are aware of this. The Applicant submitted evidence to the Inquiry (REP 4-107.17) suggesting that landowners have the ability claim consequential losses under the voluntary agreement for the Proposed Development. This is not the case and the Applicant has now changed their position on this matter as noted in the Meeting Notes prepared by Dalcour Maclaren at Appendix 1C.

9.2 The voluntary agreement proposed by the Applicant instead seeks to limit a landowner's ability to claim certain compensation, whilst also seeking to avoid commitments to such matters

as maintaining cable depth, which could have a wide ranging impact on a landowner's land and their business.

10. MAIN ISSUE 5: DECOMMISSIONING

10.1 After the operational life has ceased, the Applicant is seeking to leave in-situ apparatus associated with the Proposed Development which is situated 1.1m below the restored surface. Notwithstanding the issues noted above with the restored surface level compared to the original surface level, the Applicants are proposing to leave potential contaminants in land owned by our Clients, such as the plastic ducts. If the plastic ducts degrade and become a contaminant, our Clients could be responsible for the contamination in the future under the provisions of the Environmental Protection Act, should the Ofo cease to exist.

10.2 The Applicant has committed to making any apparatus left in-situ "safe," but it is not clear how this commitment will be addressed if a pollution issue arises after the decommissioning process has ended. Without sufficient safeguards, landowners could be left with contaminated land which could be unusable.

10.3 The Dogger Bank A and B project addressed this issue through a commitment in the draft Deed of Grant attached to the Unilateral Undertaking which extended to restoring the landowner's land to a condition similar to that existing prior to the installation of the Onshore Export Cables.

11. MAIN ISSUE 6: USE OF THE CABLES

11.1 We have referred the Applicant and Dalcour Maclaren to issues associated with the use of the cables. These issues are not solely related to agronomic issues. Issues have also been experienced where energised Onshore Export Cables interfering with yield mapping systems, variable rate technology and GPS steering systems which are all utilised on modern farm machinery. In 2022, we referred the Applicant's agent to the providers of the SOYL software which deals with yield mapping and variable applications of farm inputs, so that they could address this issue. To our knowledge the Applicant did not follow up this request. A significant amount of expenditure has already been committed by landowners to such systems and if not addressed, this expenditure will be wasted or will need to be incurred again to correct any interference caused by the Onshore Export Cables. We again made representations on this issue at the meeting with the Applicant and their agent on the 23rd June 2025. At the meeting, the Applicant confirmed that a claim for compensation in respect of this issue would not be considered by the Applicant under the voluntary agreement. These discussions have also not been referenced in the Meeting notes prepared by Dalcour Maclaren at Appendix 1C.

12. MAIN ISSUE 7: INDEMNITIES

12.1 Under the proposed voluntary agreement the Applicant is seeking to apply limits to the level of liability which the Applicant (and the successor Ofo) is exposed to. At the meeting on the 23rd June 2025, the Applicant agreed to submit a copy of the proposed voluntary agreement to the Planning Inspectorate to illustrate this point and the other issues noted with the voluntary agreement. This commitment has also been omitted from the Meeting notes prepared by Dalcour Maclaren at Appendix 1C.

12.2 The draft Deed of Grant attached to the Unilateral Undertaking for the Dogger Bank A and B project provides landowners with an indemnity against any issues associated with:

- *the use of the onshore export cables,*
- *negligence of the Applicant (or successor Ofo)*
- *breach of covenant.*
- *costs, fees, charges etc. involved with pursuing the applicant over a breach of their obligations.*

12.3 The Dogger Bank A and B Deed of Grant implemented through the compulsory acquisition process also limits a landowners liability. In contrast the draft DCO for the Proposed Development does not provide similar safeguards for landowners if the Applicant initiates the compulsory acquisition process as noted in the Meeting notes at Appendix 1C.

12.4 This currently leaves landowners in an invidious position, whereby to secure the protective indemnities they are required to pursue a voluntary agreement despite the other issues noted with the voluntary agreement.

13. MAIN ISSUE 8: PROFESSIONAL FEES AND LANDOWNERS TIME

13.1 After our participation in the Inquiry process, the Applicant has changed their position in respect of professional fees which is welcomed. It would have been preferred if this position could have been confirmed through the LiG process and before the Applicant sought to withdraw part of the compensation agreed in relation to the proposed voluntary agreement. Whilst the position has improved in relation to professional fees the Applicant is now seeking to penalise landowners who did not accept their original terms for a voluntary agreement.

14. MAIN ISSUE 9: SCHEDULE OF CONDITION

14.1 Although refused by the Applicant at the meeting on the 23rd June 2025, the Meeting notes at Appendix 1C now provide a commitment that detailed soil tests have (or will be undertaken)

across the Order Limits, to include organic matter testing. The Meeting notes also confirm that similar detailed Post-Construction soil tests will be undertaken where issues are identified. Whilst the results of any Pre-construction soil tests have yet to be shared with landowners this is an improvement from the previous position taken by the Applicants and will help to ensure that reinstatement of the Order Limits to undertaken satisfactorily allowing the land to be returned to full agricultural production promptly.

15. MAIN ISSUE 10: MINERALS STERILISATION

15.1 As noted in our previous written and oral representation, despite being raised as an issue in 2022, the Applicant has only recently sought to address the risk of minerals sterilisation on land owned by Mark Mewburn.

15.2 To address this the Applicant has provided a proposed “**Minerals Clause**” to be included in the voluntary agreement with the latest version seeking to address our issues with the initial draft included at Appendix 1B. Some of our issues have now been addressed in revised draft of the minerals clause circulated on the 26th June 2025. The revised draft still includes incomplete clause references; with remaining substantive issues are as follows:

- *The Applicant is seeking to limit the period over which the clause applies to 10 years, notwithstanding that the operational life of the Proposed Development is expected to be much longer. After 10 years, the minerals would be sterilised. We have requested that the Applicant make the Minerals Clause coterminous with the operational life of the Proposed Development. The Applicant has refused this request.*
- *The Mineral Clause sets an unnecessarily high bar for the landowner to achieve before it can be implemented such as a requirement to secure a Certificate of Alternative Development prior to serving a Development Notice and to provide copies of planning applications at least 3 months before submission, whilst also accepting that the Applicant can object to the planning application.*

16. MAIN ISSUE 11: TEMPORARY POSSESSION OF LAND

16.1 We have made written and oral representations regarding the extent and boundaries of the land required by the Applicant for temporary possession. These issues were raised as soon as the refined route for the Order Limits became known with no direct engagement from the Applicant to address the issues or explain the constraints preventing the issues being addressed. The Applicant has now, through the Inquiry, sought to address these issues retrospectively. We remain of the opinion that the area of land required for temporary possession is excessive and

the boundaries could be refined to create a more limited impact on the ability to continue farming the remaining land effectively and efficiently.

17. MAIN ISSUE 12: APPLICANT'S APPROACH TO VOLUNTARY AGREEMENTS

17.1 Our clients remain committed to securing a voluntary agreement and a major barrier which has delayed the implementation of more voluntary agreements is considered to be the Applicant's approach. The LiG process was ended prematurely by the Applicant before all issues raised could be satisfactorily resolved, following which the Applicant sought to reduce the level of compensation agreed with LiG, in an attempt to press landowners into entering into voluntary agreements with unresolved issues and which contain financially beneficial clauses for the Applicant unrelated to the construction of the Proposed Development. This approach was aimed at limiting the number of interested parties making representations through the Inquiry process. Attached at Appendix 2A, 2B and 2C is correspondence with the Applicant's agent recording our Client's willingness to enter into a voluntary agreement and seeking to address issues with the Applicant.

Only following our participation in the Inquiry process has the Applicant been willing to address issues raised at the outset of the Proposed Development. The Applicant however continues to seek to penalise landowners financially for doing this, by removing part of the compensation agreed through the LiG process.

Whilst the quantum of compensation payable under a voluntary agreement is not a matter for the Inquiry, the ability to claim compensation is a relevant issue (as noted above) as well as the Applicant's approach to securing voluntary agreements. The Applicant has only recently made limited attempts at addressing genuine landowner issues raised in 2022 and through the LiG process, with the approach to voluntary agreement negotiations considered unreasonable and overbearing. In our opinion the Applicant has not used reasonable endeavours to secure voluntary agreements with our Clients before being awarded powers of compulsory acquisition.

18. OBJECTION

18.1 It is for the reasons set out in these closing statements (together with our oral and written submissions) that, on behalf of our Clients, we wish to **object** to the Applicant's application for the Proposed Development and accordingly, it is respectfully suggested that this Application be duly recommended for refusal.


**ALNWICK FARMING AND
PROPERTY CONSULTANTS**


3 July 2025

APPENDIX 1A

APPENDIX 1B

APPENDIX 1C

APPENDIX 2A

APPENDIX 2B

APPENDIX 2C

[REDACTED]

From: [REDACTED]
Sent: 26 June 2025 18:03
To: [REDACTED]
Cc: [REDACTED]
Subject: Dogger Bank South - meeting notes from 23.6.25 regarding Mark Mewburn, James Mewburn and East Yorkshire Concrete Products Limited
Attachments: DBS Mark Mewburn Mineral Clause V2.docx; 23.6.2025 Meeting notes with Oliver Stones.pdf

Dear [REDACTED]

Following our meeting on Monday please find attached the meeting notes based on the points we discussed at the meeting and which we understand to be the remaining outstanding points from your clients. For additional clarification I have also included the Dogger Bank South's current position on the voluntary agreements.

One specific action we agreed was for LDCL to come out to meet James Mewburn, Mark Mewburn and East Yorkshire Concrete Products Limited. I am speaking with LDC to find some suitable dates and will come back to you shortly.

In terms of the discussions for Mark Mewburn on the minerals clause, my client has seen your previous email on the mineral sterilisation issue, the confusion from the meeting was the point that you suggested you have put forward a solution rather than a suggestion. My client therefore believes that a solution for Mark Mewburn to claim compensation for any mineral sterilisation is to agree a Minerals clause. Since the discussions on Monday on this clause, I have amended the Minerals clause as per the following comments below and attached a revised copy with this email;

1.1.3 – Changed the term Landlord to Landowner

1.7 – Removal of final sentence relating to obtaining planning permission over the adjacent landholding

1.9 – As per the discussions on Monday, this clause has been removed from the Minerals clause.

With regards to the discussions around the incentive payments, if your client Mark Mewburn is agreeable to the Dogger Bank South current position on the points set out in the attached notes and in the Heads of Terms document, and has no further outstanding points except for the minerals clause which is currently being discussed and will be able to confirm this in writing by the 9th July 2025, my client has agreed that he will qualify for the first incentive payment as he has previously signed a copy of the Heads of Terms with a number of outstanding issues that were discussed on Monday. All of your clients, Mark Mewburn, James Mewburn and East Yorkshire Concrete Products Limited are entitled to receive the second incentive payment if they agree to the legal documents within 12 weeks of the date that RWE's solicitor have sent the documents to your clients appointed solicitors.

If you have any questions with regards to the above please do not hesitate to contact me.

Kind regards

[REDACTED]



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1. DEVELOPMENT OF GRANTOR'S PROPERTY

- 1.1 The Grantor must serve a notice (the "Development Notice") on the Grantee if at any time before the date falling 10 (ten) years after the date of OFTO divestment (which is anticipated to be 2031/2032:
 - 1.1.1 the Grantor has a genuine and settled intention to carry out mineral extraction (the "Proposed Mineral Extraction") on the Grantor's Property;
 - 1.1.2 the Proposed Mineral Extraction cannot reasonably be undertaken due to the presence of the Infrastructure within the Easement Strip; and
 - 1.1.3 the Landownerlord has a reasonable prospect of successfully obtaining any consents, including planning permission, necessary for the Proposed Mineral Extraction to take place.
- 1.2 The Development Notice must include or be accompanied by:
 - 1.2.1 details of the Proposed Mineral Extraction;
 - 1.2.2 details of the impact that the presence of the Infrastructure within the Easement Strip would have on the Proposed Mineral Extraction; and
 - 1.2.3 reasonable evidence of the matters set out in Clause (the Grantee will require the minimum evidence of a Certificate of Alternative Development (CAAD))[1.1].
- 1.3 Any dispute or disagreement over the validity of the Development Notice will be determined under Clause.
- 1.4 Following service of a Development Notice the Grantor and the Grantee will endeavour in good faith and acting reasonably to agree how:
 - 1.4.1 the impact of the presence of the Infrastructure on the Proposed Mineral Extraction site can best be mitigated; and
 - 1.4.2 the Proposed Mineral Extraction can best proceed notwithstanding the presence of the Infrastructure within the Easement Strip.
- 1.5 The Grantor will:
 - 1.5.1 consult with the Grantee in relation to any application ("Application") for planning permission for the Proposed Mineral extraction ;
 - 1.5.2 ensure that any Application minimises the impact of the presence of the Infrastructure on the Proposed Mineral Extraction so far as is possible and is designed to ensure that the Proposed Mineral Extraction can proceed notwithstanding the presence of the Infrastructure; and
 - 1.5.3 provide a copy of any application for planning permission for the Proposed Mineral Extraction to the Grantee at least [three (3)] months before submitting it.
- 1.6 This clause does not affect or limit in any way the Grantee's right to submit comments on or objections to the Application to the local planning authority or otherwise as part of any planning or related process.
- 1.7 Provided that the Grantor has served a Development Notice in relation to a Proposed Mineral Extraction and complied with its obligations in this clause then the Grantor and Grantee shall

agree compensation for the loss of Mineral value attributable to the apparatus and its corresponding rights. ~~The Grantor will be required to have obtained planning permission showing development over their remaining adjacent landholding prior to the parties agreeing any compensation figures.~~

- 1.8 The Grantor and the Grantee will endeavour acting reasonably and in good faith to agree whether any Compensation Sum is payable and, if so, the amount of the Compensation Sum. In the absence of agreement either the Grantor or the Grantee may refer these questions to for third party expert determination.

~~1.9 Instead of paying compensation under clause [1.7] the Grantee may, if it chooses to do so and at its own cost:~~

~~1.9.1 carry out any works necessary to enable the implementation of any relevant planning permission if applicable and~~

~~1.9.2 relocate the Infrastructure to an alternative route or location within the Grantor's Property, such alternative route to be agreed between the Grantor and Grantee (acting reasonably) and both the Grantor and the Grantee taking all steps necessary to enable the relocation and effect a variation of this Deed such that the Easement Strip is varied to reflect the new location of the Infrastructure.~~

~~1.9.3 In such an event that the Grantees apparatus and or easements are relocated during the development period, the Grantor shall still not be entitled to compensation for any losses in Mineral value under the principle of equivalence.~~

Meeting notes with Oliver Stones to discuss voluntary agreements of Mark Mewburn, James Mewburn and East Yorkshire Concrete Projects limited

1. **Cable Depth** – request for RWE to confirm that the cable depth will be maintained during the easement period
 - Dogger Bank South confirm if the Deed of Easement will include a clause to that the cable will be maintained at a depth.

Dogger Bank South Current position

The Applicants cannot comment on what other projects may or may have not committed to in maintaining cable depth but they have confirmed that the design cable depth is 1.6m but there is some flexibility in this figure typically ranging from 1.3-1.7 m from surface level to top of cable duct to allow for natural variation in topsoil thickness (0.1-0.4m) along the cable route, as detailed in Table 5-27 of **Chapter 5 Project Description (Revision 4)** [document reference: 7.5] and Table 4-4 of the **Design and Access Statement (DAS) (Revision 3)** [document reference: 8.8], both updated to confirm the cable burial depths at Deadline 7.

The minimum depth, where constrained by environmental or engineering factors is 1.1m which is from surface level to the top of the duct and would be 0.9m from surface level to the protective tile. The design and minimum depth of 1.1m, described above have been designed to allow all agricultural operations to resume following the reinstatement after the completion of the works.

These commitments to design depth, save for where achieving the design depth is impracticable due to engineering or environmental reasons, are already set out in the Heads of Terms offered to all landowners including the Interested Parties that states;

Cables shall include for each of DBS East and DBS West connecting to the NGET Substation at Creyke Beck:

- a) *up to 2 x Direct Current (DC) underground electricity cables in ducts and associated telecommunication cables in ducts, each of which shall be used for the purposes of transmitting electricity and related telecommunications data relating to the operation of the Project. The cables will be located at minimum depth of 1.4m to the top of the protective tile and no less than 1.6m to the top of the duct save for Horizontal Directional Drilling (HDD) areas where they may be up to 20m deep, or where achieving 1.6m depth is impracticable due to engineering or environmental reasons*

The Applicants are unable to make the commitment to maintaining the depth of the cables for the duration of the Projects. The Applicants would not have control of the surface of the land and what agricultural activities a landowner may undertake which could increase or decrease the level of topsoil in any given section of the Onshore Cable Corridor. However, the Applicants have mitigated by design by committing to a designed depth of 1.2m below the subsoil interface.

The Interested Parties agent confirmed in the meeting 23rd June 2025 his clients desire for the Applicants to commit to ensuring no movement in the as built cable depth throughout its operational life, which the Applicants believe is wholly unreasonable and uneconomically viable when designed to be at a depth to allow all agricultural operations to resume following the reinstatement after the completion of the works.

The Applicants have committed to in section 6.6.2.6 of the **OCoCP (Revision 5)** [document reference:8.9],, at Deadline 7 that the Projects will be designed to remain at the level (m AOD) they are constructed throughout operation. The Applicants can confirm that the buoyancy effects of the ducts would be considered alongside a variety of load cases and ground conditions during detailed design (for both construction and operation conditions). Resistance to buoyant forces would typically be provided by the weight of the duct/ cables in the ducts, cable bedding / backfill characteristics and installation methodology including a protective tile over the cable. Given the majority of the Onshore Export Cable Corridor is located within agricultural land, it would not be within the Applicants interest to construct a design which allowed the cables to be exposed to the surface or potential damage from agricultural equipment.

The Applicants or the Offshore Transmission Owner (OFTO) would be responsible for maintaining and repairing any defects to any operational infrastructure within the Easement strip, including drainage that they are made aware of from the landowner or from their own routine asset inspections. This wording is also included in section 1.2.1 of the **Outline Drainage Strategy (Revision 4)** [Document reference: 8.12], submitted at Deadline 7 in response to Action point 42 in **The Applicants' Responses to April 2025 Hearing Action Points** [REP4-096] on maintenance of drainage during operation.

Details on the soil management measures can be found in **Appendix A, OSMP (Revision 3)** of the **OCoCP (Revision 5)** [document reference:8.9], which is secured by Requirement 19 of the **Draft DCO (Revision 10)** [document reference 3.1].

2. **Drainage** – Oliver's clients have asked for the ability to provide a crossing point in the new drainage system, and for the Dogger Bank South project to provide assurance of future proofing for the proposed drainage system.

- Georgina to arrange for LDC to come and meet with Mark Mewburn, James Mewburn and East Yorkshire Concrete to talk through the proposed drainage.
- Oliver has asked the project to make a commitment in the Deed of Grant that the Grantee will maintain/ repair and replace the drainage and will propose wording

Dogger Bank South Current position

The Applicants have instructed Land Drainage Consultancy Ltd to develop conceptual pre- and post-construction drainage plans for each Project that will be shared with the main works Contractor once appointed. These concepts have been developed with landowners and agents affected by this project and the final drainage design will be agreed by private treaty, which are already included and committed to as part of the voluntary Option and Deed of Grant Agreements.

In addition, **Outline Drainage Strategy (Revision 4)** [Document reference: 8.12] states that Pre-construction drainage would be installed to manage water coming from existing underground land drainage pipes which would be affected by the installation of the new Onshore Export Cables. Following installation of the Onshore Export Cables, the post-construction drainage program would commence to ensure that soils affected by the Onshore Export Cable Corridor are left in a condition that enables a return within the affected fields to full agricultural production. Where necessary, post-construction drains may be installed, typically parallel to the Onshore Export Cable Corridor. The final drainage design, considering the conceptual pre- and post-construction drainage plans prepared by Land Drainage Consultancy Ltd will be

included in the detailed drainage strategy developed by the Contractor which will be agreed with the relevant Drainage Authority as stated in the **Outline Drainage Strategy** (Revision 4) [document reference: 8.12].

The Applicants or the Offshore Transmission Owner (OFTO) would be responsible for maintaining and repairing any defects to any operational infrastructure within the Easement strip, including drainage that they are made aware of from the landowner or from their own routine asset inspections. There is already a commitment in Clause 2.8 of Schedule 1 and Clause 12.2 of Schedule 2 of the voluntary Deed of Grant on the Applicants (and any successor OFTO) to maintain, repair and replace the land drainage installed in the Order Limits for the duration of the Project.

2.8 the right to execute and thereafter use inspect maintain adjust alter renew repair test cleanse on the Easement Strip (and where necessary any other land to the extent that such land is within the ownership or control of the Grantor) such works as may be reasonably necessary to reinstate the Drainage System and/or implement the Drainage Scheme (as applicable and if any) following the installation of the Infrastructure together with a right to enter on to the Easement Strip

12.2 maintain sufficient drainage of the Easement Strip during the period of exercise of the Rights.

During operation the OFTO will periodically inspect the installed cables, should a landowner report any issues with the installed land drainage that may be affecting their land they could be reported directly to the OFTO or via the ALO if the Project is still in the construction or decommissioning phase. This detail has been added to section 6.6.2.6 of the **OCoCP (Revision 5)** [document reference:8.9], at Deadline 7. Further details on the soil management measures can be found in **Appendix A, OSMP (Revision 3)** of the **OCoCP (Revision 5)** [document reference:8.9] which is secured by Requirement 19 of the **Draft DCO (Revision 10)** [document reference 3.1].

The Interested Parties' agent confirmed in the meeting 23rd June 2025 a requirement for Applicants to pre-install a designated drainage crossing point on his client's land to future proof drainage across the wider landholding, which the Applicants believe to be unnecessary as landowners will retain the ability cross any operational infrastructure within the Easement strip, including drainage subject to the consent of the Applicants or the OFTO.

3. **Reinstatement Period** – Oliver requested a commitment for the project to undertake reinstatement within 2 years except for the Joint bays and haul roads.

Dogger Bank South Current position

- The Applicants note that reinstatement of topsoil in a suitable condition to be returned to the landowner for agricultural use will be undertaken within two years from the start of construction between Jointing Bays, located along the Onshore Export Cable Corridor, as this is a key element of the **BNG Strategy** [APP-157]. The Applicants note there may be some occasions where an extension to the two-year period is required if, for example, restoration would take place during the wrong season. Should this be required, the Applicants will discuss this with ERYC as the local planning authority and the relevant landowner.

- The Applicants have also assumed that 50% of temporary Haul Roads between Jointing Bays and Temporary Construction Compounds (TCC's) along the Onshore Export Cable Corridor will remain in place for up to four or, six years depending on the final construction scenario. The location of these temporary Haul Roads will not be determined until detailed design, as they will be required to allow access to Jointing Bays from the highways for cable pulling which may be located every 750 to 1500m. Further detail on the indicative construction programmes and assumptions are included in section 5.8 of the **Chapter 5 Project Description** (Revision 3) [REP1-009].

4. **Consequential losses** – Oliver has requested that this be included in the voluntary agreement

- Confirmed provided in terms of the confusion with the Interested Parties agent as to the use of the term consequential losses in previous submission as part of **submission to the ExA**. Which referred to compensation “*which has resulted as a direct consequence of the proposed works and will require supporting evidence to substantiate the amount of any such payment.*”

Dogger Bank South current position

Compensation for direct loss will be assessed and payable for any reasonable and mitigated loss to the Landowner, which has resulted as a direct consequence of the proposed works and will require supporting evidence to substantiate the amount of any such payment. This point has been accepted by over 80% of landowners on the Onshore Cable Corridor and as such the Applicants will not make individual concessions to the Interested Parties to claim consequential losses.

There is some confusion with the Interested Parties agent as to the use of the term consequence in the previous submission as part of **The Applicants Comments on Stakeholder Responses to Action Points, ExQ1 and Rule 17 [PD-018]**. Which referred to compensation *which has resulted as a direct **consequence** of the proposed works and will require supporting evidence to substantiate the amount of any such payment.* It was noted in the meeting 23rd June 2025 that the Interested Parties Agent has mistaken this for qualifying that the Applicants were offering an ability for landowners to claim consequential losses, which is at odds with the Option and Deed of Grant and is not the case.

Consequential losses, also known as indirect losses, are damages that don't arise directly from a breach of contract or an event, but rather from the consequences of that breach or event. They are typically more remote and harder to predict than direct losses, which are the immediate and foreseeable results of an action. As such the Applicant as standard practice has not allowed for landowners to claim consequential losses as part of the voluntary agreement.

5. **Indemnity for the Landowner/ Limitation of the Grantor's Liability**

- It was agreed in the meeting that no further agreement will be made on these points

Dogger Bank South current position

- The Grantee will indemnify the Grantor to a maximum of £15,000,000 in the aggregate prior to the OFTO divestment and £10,000,000 in the aggregate post divestment against any claims proceedings or demands

No indemnity cap will apply to personal injury or death resulting from the negligence of the Grantee

- To confirm that in the absence of a voluntary agreement and in the event of a GVD no indemnity is available to the Landowner, this however does not preclude the ability for the landowner from making a claim.
- The Grantee will not seek a reciprocal indemnity from the Grantor, but will remain liable for breach in contract

6. Cable removal – risk of contamination if ducts are left in situ

- The project confirmed that there are no proposals for the ducts to be removed during the decommissioning phase

Dogger Bank South current position

The Applicants have discussed this point throughout the LiG meetings from November 2023 to June 2024 of which the appointed agent was part of and attended every meeting. Further clarification was given to the appointed agent in an email on the 28th February 2025 which confirmed that the Applicants will decommission or remove the cables by removing any part of the cable which is at a depth of less than 1.1m from the restored surface and undertaking reinstatement to a no worse condition. This will be evidenced by a Schedule of Condition. The Applicants propose to remove the cables from the ducts, subject to confirmation in a decommissioning plan.

- The Grantee will remove any part of the infrastructure which is at a depth of less than 1.1 metres from the restored surface of the Easement Strip
- The Grantee will make any part of the infrastructure which is at a depth of more than 1.1 meters from the restored surface or any infrastructure at a lesser distance which is not required to be removed safe in accordance with all statutory requirements.

7. Use of cables – Oliver presented concerns that heat from the cables can cause crop disease or change in growth stages

Dogger Bank South current position

- If in the event that the cables produce heat which causes a decrease in crop yields the Grantor will be able to submit a claim providing that reasonable and supporting evidence can be provided to support the loss as described in the Deed of Grant clause 7.2.3 Schedule 3

8. Aggregation for professional fees

Dogger Bank South current position

- Any Grantor professional fees to agree a voluntary agreement have an initial cap.
- It has been agreed with the LiG that if the Applicants withdraws the Projects or if the Applicants do not complete the voluntary agreement, then the Applicants will pay for any reasonable costs in association with negotiating the Option agreement.
- Agents fees for any compensation claims during construction will be paid subject to the provision of evidence of the time being properly incurred and not subject to aggregation.

9. **Schedule of Condition** – Soil sample test to be carried out prior to intrusive works and prior to the start of construction

- Dogger Bank South to confirm what soil tests have been carried out so far on Mark Mewburn, James Mewburn and East Yorkshire Concrete's land.

Dogger Bank South current position

Land Drainage Consultancy Ltd have undertaken soil sampling in accordance with the relevant guidance set out in the Appendix A-1 of this document 'Soil Resource Assessment Survey Results' in **Appendix A, OSMP (Revision 2)** of the **OCoCP (Revision 4)** [REP4-040] across the working corridor from each enclosure. Samples were taken pre-construction and analysed for pH, organic matter (OM), phosphorous (P), potassium (K), magnesium (Mg) and soil texture. Post construction laboratory testing of soils will not be undertaken as standard unless there are specific concerns or complaints regarding the reinstatement, after which methods of testing will be determined by the appointed project soil scientist.

10. **Construction Long Stop Date** – request for the Project to commit to a long stop date for the construction period

Dogger Bank South current position

The Option agreement commits to completing the Deed of Grant within 7 years of signing, with the ability to extend the period for a further 2 years if reasonably required. The Applicants can also confirm that landowners would be financially compensated for the temporary loss of their land during construction, therefore retaining land for reinstatement and hand-back of the land post construction for up to 6 years is not financially feasible and they would be returned to the landowner as soon as possible or, within 12 months of the completion of works. Requirement 25 of the **Draft DCO (Revision 8)** [document reference 3.1] (Restoration of land used temporarily for construction)', states that land must be reinstated to its former condition, or such condition as the relevant planning authority may approve '*as soon as reasonably practicable and in any event within 12 months of completion of the relevant phase of the onshore works*'.

11. **Compensation for Landowners time in excess of £40 per hour**

Dogger Bank South current position

- The Grantee will not pay less than £40 per hour for Grantor time reasonably and necessary incurred. The Grantor will provide appropriate evidence to substantiate a claim in excess of £40 per hour.

12. **Contiguous Easement Strip**

Dogger Bank South current position

- The Project is that the Easement Strip will be contiguous except for any Environmental or Engineering constraints.

Compensation

If the above terms are acceptable for Mark Mewburn then my client will agree for Mark Mewburn to be entitled to the Heads of Terms incentive payment as he signed a copy of the Heads of Terms prior to the incentive date of the 30th August 2025. If however any changes are requested to the Heads of Terms document, then Mark will not be eligible for the first incentive payment as the Heads of Terms will have been signed after the Incentive date.

With regards to James Mewburn and East Yorkshire Concrete Products limited as the Heads of Terms for either party are not yet signed and agreed they are not eligible to receive the first incentive payment for signing the Heads of Terms.

All parties, James Mewburn, Mark Mewburn and East Yorkshire Concrete Products Limited are still eligible to receive the second incentive payment which amounts to 10% of the Total Easement Consideration and the non-deductible Option Fees if the terms of the legal agreements are agreed within 12 weeks of the date that RWE's solicitor have sent the documents to your clients appointed solicitors.

Additional Matters

██████████ to provide confirmation in writing that he is acting on behalf of ██████████
██████████

[REDACTED]

From: [REDACTED]
Sent: 02 December 2022 15:51
To: [REDACTED]
Cc: [REDACTED]rley; Office
Subject: Dogger Bank South - Mark Mewburn
Attachments: AFPC Timesheet to 2 Dec 2022 (M Mewburn).pdf

Dear [REDACTED]

Following our meeting yesterday with Mark Mewburn, I have summarised the points discussed below:

1. Indicative route of the 200m corridor

- 1.1 The proximity of the proposed cable corridor immediately adjacent to the farmstead at Sandsfield is a significant concern.
- 1.2 The route, as proposed, 'sterilises' land which (due to the proximity to the existing established steading and other enterprises) could have alternative use potential in the future.
- 1.3 The proximity of the construction work immediately next to the farmstead and existing dwellings is also naturally not welcomed due to issues with noise, dust, vibration etc.
- 1.4 It was agreed you would confirm with the design team, the reasons why the route cannot be moved further eastwards.
- 1.5 The location of the gas pipe is to clarify.

2. Proposed New Dwelling and Ground Source Heating System

- 2.1 Mark Mewburn mentioned the proposed construction of a new dwelling and ground source heating system in the indicative corridor route.
- 2.2 I have requested copies of the decision notice and approved plans. Once received I will send these on.
- 2.3 It was agreed that the construction of this dwelling and the ground source heat pump should proceed as planned.

3. Minerals

- 3.1 Investigations will be needed to ascertain whether the proposed corridor route impacts on any potential mineral reserves.
- 3.2 Mark (Mewburn) explained the position in respect of 'over burden' and how the economics of their extraction and landfilling enterprise have impacted on the ability to deal with overburden.
- 3.3 Please can you clarify whether your client will fund test bores in the cable corridor to ascertain the quantity and potential value of any mineral reserves?
- 3.4 If so, these will be initiated promptly as it could lead to route refinement if reserves are present.

4. Land Drainage

- 4.1 The land in the proposed cable corridor was under-drained in the 1980's.
- 4.2 Mark Mewburn is supplying drainage plans.
- 4.3 The depth of the main dykes must be considered as some are very deep (4m to 5m).

5. Timescale & Other Matters

- 5.1 It was agreed that in due course a more detailed plan of the proposed route would be provided showing where the works corridor may need to be 200m wide and where it will be 100m wide.
- 5.2 Decision on whether the cable transmission will be AC or DC (or a combination) is expected in spring 2023.
- 5.3 End of January 2023 – Draft Heads of Terms for the Voluntary Agreement (including values) to be issued.
- 5.4 Intrusive surveys expected in March 2023 onwards.
- 5.5 Construction period planned for 2026 to 2030.
- 5.6 Power generation expected by 2030.

If you have any further comments to add to the above the please let me know.

I would like to submit an interim invoice for my time spent dealing with clients in relation to this scheme to date, bearing in mind little further work may take place between now and January 2023. I have therefore attached my timesheet for Mark

Mewburn and propose to submit a fee invoice on this basis for reimbursement. Please can you confirm you are happy with this also? The attachment provides a breakdown, but in summary the time charges amount to £728.00 with apportioned travel amounting to £66.42 (both plus VAT).

Kind Regards,

[REDACTED]

[REDACTED]

PARTNER M [REDACTED]

Registered Office: 6H Greensfield Court, ALNWICK, Northumberland, NE66 2DE | O: 01665 606041



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[REDACTED]

From: [REDACTED]
Sent: 30 August 2024 14:08
To: Dogger Bank South; [REDACTED]
Subject: RE: Dogger Bank South (the "Project") - Voluntary Agreement Heads of Terms (Client: Mewburn)
Attachments: AFP Response to the Targeted S.42 Consultation - 10th December 2023.pdf; Dogger Bank South - Mark Mewburn; Minerals Safeguarding Plan - 28.pdf

Dear Sirs/Madam,

I write further to your email below attaching heads of terms for a Voluntary Agreement marked 'Without Prejudice and Subject to Contract' in relation to the above Project and following on from my telephone discussions with Georgina Hurley of Dalcour Maclaren.

As communicated to Georgina, the date of receipt for the amended Heads of Terms has left limited time for our clients to make an informed decision, particularly bearing in mind changes to the terms have still been confirmed by Dalcour Maclaren within the last 7 days. These changes are not reflected in the current version of the Heads of Terms.

Also, despite making representations to Dalcour Maclaren at the client meeting and through the consultation process, no response has been received from either Dalcour Maclaren or the Project.

A copy of the formal representations submitted is attached for reference together with a copy of my email noting the client specific issues at the meeting with Dalcour Maclaren.

As noted, our client is a minerals and leisure operator [REDACTED] and the area of land impacting by the Project has minerals potential as part of their overall landholding. The heads of terms for the Voluntary Agreement do not address the sterilisation of any minerals and subsequent use of the land. This issue, inter-alia, needs to be satisfactorily addressed in the Voluntary Agreement. A copy of the relevant Minerals Safeguarding Plan is attached for reference.

My client is willing to enter into a Voluntary Agreement and to provide comfort on this I have sent you, under separate email to respect the fact the heads of terms are marked 'without prejudice' a copy of the Heads of Terms which have been signed by my client subject to the outstanding issues details in the email being satisfactorily resolved.

Yours Sincerely,

[REDACTED]

[REDACTED]
PARTNER M: [REDACTED]
RICS Registered Valuer
Registered Office: 6H Greensfield Court, ALNWICK, Northumberland, NE66 2DE | T: 01665 606041
Yorkshire Office: 18E, 2nd Floor, Market Place, MALTON, North Yorkshire, YO17 7LX



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From: Dogger Bank South <doggerbanksouth@dalcourmaclaren.com>
Sent: 13 August 2024 13:15
To: [REDACTED]
Subject: Dogger Bank South - Heads of Terms - Mewburn

Good afternoon,

Please find attached an updated copy of the Heads of Terms for your client Mark Wilson Mewburn to include the updated Payment Schedules which has removed the deductible Option fee payment and instead added in additional wording to the Total Easement Consideration, the Temporary Construction Compound and the Temporary Access clauses. As negotiations are still ongoing Dalcour Maclaren will be sending out digital copies of these updated Heads of Terms to yourselves and not to your clients.

Kind regards

Dogger Bank South.

[REDACTED]

From: [REDACTED]
Sent: 30 August 2024 13:23
To: Dogger Bank South; [REDACTED]
Subject: RE: Dogger Bank South (the "Project") - Voluntary Agreement Heads of Terms - East Yorkshire Concrete Products Limited
Attachments: AFP Response to the Targeted S.42 Consultation - 10th December 2023.pdf

Dear Sirs/Madam,

I write further to your email below attaching heads of terms for a Voluntary Agreement marked 'Without Prejudice and Subject to Contract' in relation to a Voluntary Agreement for the above Project and following the telephone discussion with Georgina Hurley of Dalcour Maclaren.

As communicated to Georgina, the date of receipt for the amended Heads of Terms has left limited time for our clients to make an informed decision, bearing in mind that this is their busiest period in the year due to harvest and the establishment of the following crops. We have previously made representations regarding the stipulated deadline and requested that it be extended to avoid any conflict with landowner's other priorities as there are still issues to be addressed/corrected in the Heads as Terms, including the points in the email from Georgina dated 28th August 2024.

Also, despite making representations to Dalcour Maclaren at the previous client meeting and through the consultation process, no response has been received from either Dalcour Maclaren or the Project. A copy of the formal representations submitted is attached for reference.

My clients remain willing to consider a Voluntary Agreement, provided that RWE do not seek to financially penalise them for not meeting their stipulated deadline of the 30th August 2024. I appreciate that the Heads of Terms are 'Subject to Contract' and subject to the negotiation of the Option Agreement, but my clients wish to act in good faith and therefore did not consider it appropriate to sign the Heads of Terms whilst substantive issues have yet to be resolved.

As has been explained, my clients were impacted by the Dogger Bank A and B Project (DBAB) and the Hornsea 4 Project. I have referred Dalcour Maclaren and Steve Harkin of RWE to the Unilateral Undertaking ("UU") dated 4th March 2020, in respect of the compulsory acquisition process for DBAB. The draft Deed of Grant attached to the UU (prepared on the basis that the compulsory acquisition rights were to be implemented by way of a GVD) includes a number of safeguards and compensation provisions for landowners who did not enter a Voluntary Agreement.

It would be helpful if the Dogger Bank South Project could confirm that the same safeguards and compensation provisions will be included in the DCO application for Dogger Bank South so that clients can make an informed decision on the Voluntary Agreement, bearing in mind it includes certain provisions which, whilst not essential for the proposed development to proceed in accordance with the planned DCO, provide a financial benefit to RWE particularly in relation to the divestment process to an OFTO. For completeness, I have asked SSE (the developer of the DBAB project) to confirm that the UU is a public document as it is to be registered as a land charge. A response has yet to be provided, but once received I will send on the UU, assuming it is in order to do so.

My client's wider land holding was also impacted by the Hornsea 4 Project and a voluntary agreement was completed for this project. This voluntary agreement is admissible as evidence by our clients to the First Tier Tribunal in relation to further Dogger Bank projects impacting their holding. If a voluntary agreement cannot be concluded in relation to this Project, my clients intend for this to form part of their evidence to support their compensation claims.

To respect the fact that the Project has marked the Voluntary Agreement Heads of Terms 'Without Prejudice', I will send a further email detailing the outstanding issues to be addressed all of which have already been communicated to Dalcour Maclaren.

A copy of this email has been sent to East Yorkshire Concrete Products Limited.

Yours Sincerely,

[REDACTED]

PARTNER

RICS Registered Valuer

Registered Office: 6H Greensfield Court, ALNWICK, Northumberland, NE66 2DE | T: 01665 606041

Yorkshire Office: 18E, 2nd Floor, Market Place, MALTON, North Yorkshire, YO17 7LX



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From: Dogger Bank South <doggerbanksouth@dalcourmaclaren.com>

Sent: 13 August 2024 13:01

To:

Subject: Dogger Bank South - Heads of Terms - EY Concrete Products

Good afternoon,

Please find attached an updated copy of the Heads of Terms for your client East Yorkshire Concrete Products Limited to include the updated Payment Schedules which has removed the deductible Option fee payment and instead added in additional wording to the Total Easement Consideration, the Temporary Construction Compound and the Temporary Access clauses. As negotiations are still ongoing Dalcour Maclaren will be sending out digital copies of these updated Heads of Terms to yourselves and not to your clients.

Kind regards

Dogger Bank South.