

Our Ref: RWE.1  
Your Ref: EN010125  
Date: 12<sup>th</sup> December 2025

Planning Inspectorate  
Temple Quay House  
2 The Square  
BRISTOL  
BS1 6PN

BY EMAIL TO: DoggerBankSouth@planninginspectorate.gov.uk

Dear Sir/Madam,

**The Infrastructure Planning (Examination Procedure) Rules 2010 (as amended) – Rule 17**  
**Application by RWE Renewables UK Dogger Bank South (West) Limited and RWE Renewables UK**  
**Dogger Bank South (East) Limited (the “Applicant”) for an Order Granting Development Consent for the**  
**Dogger Bank South Offshore Wind Farms (the “Project”)**  
**Update Statement**

**Landowners: East Yorkshire Concrete Products Limited/Mr A D Robinson**  
**Mr M W Mewburn**  
**Mr J H Mewburn**

We act for the above landowners. Please accept this letter as an update statement in respect of progress with a Voluntary Agreement as requested by PINS.

**Meetings and Negotiations**

To address the outstanding issues in relation to the Voluntary Agreements, we met with the agents for the applicant (Dalcour Maclaren) together with Steven Harkin, who we understand directly represents the applicant, on the 23<sup>rd</sup> June 2025. A further meeting with Dalcour Maclaren and East Yorkshire Concrete Products Limited/Mr A D Robinson took place on the 26<sup>th</sup> September 2025.

A further meeting was scheduled with Dalcour Maclaren on the 11<sup>th</sup> November 2025 to address the unresolved issues, but was subsequently cancelled by Dalcour Maclaren on the morning of the meeting. Despite Dalcour Maclaren confirming that they would reschedule the meeting, we have yet to receive any further contact from the applicant’s agent.

In summary the outstanding issues remaining include:

- The boundaries of the Order Limits and excessive temporary land take;
- Maintaining the depth of the cables post installation to ensure that they do not interfere with the future agricultural use of the land;
- Responsibility for post construction drainage installed within the Order Limits;
- Minerals sterilisation;
- Interference with technology used within agriculture including electrical conductivity testing relied upon to prepare software for the variable rate application of inputs (seed, fertiliser and sprays).
- A landowner’s ability to claim consequential losses under the Voluntary Agreement.

**C1-010-Response to Secretary of State Consultation 1-10.4 Land Rights Tracker (Revision 10)**  
**(“Land Rights Tracker”)**

The Land Rights Tracker submitted by the applicant in respect of the above clients includes erroneous and factually incorrect information at the following sections:

AP Ref: 187116 (East Yorkshire Concrete Products Limited) – Page 2-8  
AP Ref: 210065 (James Heppell Mewburn) – Page 2-11

The applicant's responses in the Land Rights Tracker suggests that all outstanding issues have been addressed and they are awaiting a response from AFPC Consultants on behalf of the clients. The applicant has not satisfactorily addressed the concerns. As noted we still await a response from the applicant's agent to re-arrange the meeting scheduled for the 11<sup>th</sup> November 2025.

There has been no genuine engagement from the applicant on the outstanding issues which have essentially been ignored. Instead the applicant continues to apply pressure on our clients by reducing the compensation payable under the proposed Voluntary Agreement whilst refusing to consider the issues.

The outstanding issues should be easily resolvable as they have been satisfactorily addressed previously with Dalcour Maclaren when representing other developers in relation to the Dogger Bank A and B and Hornsea 4 Schemes which affect land in the same ownership.

By way of example, we have asked the applicant to ensure that the provisions in the Voluntary Agreement in respect of the responsibility for future maintenance of the pre-and-post construction drainage installed during the construction works reflects the position set out in the following document:

**[EN010125-001847-8.12 Outline Drainage Strategy \(Revision 4\) \(Clean\).pdf](#)**

To date neither the applicant nor their agent have responded on this point.

As set out in previous representations, the applicant continues to ignore the sterilisation of minerals, despite the fact that land owned by one of our clients, and impacted by the Project, is within a Minerals Safeguarding Area.

#### **Current Position**

We remain concerned with the approach and conduct of the applicant's representative to the Voluntary Agreement negotiations. We have engaged in meetings where agreement with the applicant's representative is reached, only for this agreement to be subsequently abandoned and the discussions to be subsequently mis-reported in meeting minutes circulated afterwards. Combined with the financial penalties which the applicant continues to apply for failure to sign the proposed Voluntary Agreement as drafted, this approach was described by our client at the meeting with Dalcour Maclaren on the 26<sup>th</sup> September 2025 as tantamount to 'blackmail'.

At the meeting with the RWE representative on the 23<sup>rd</sup> June 2025, he agreed on two occasions to submit a copy of the proposed Voluntary Agreement to PINS to provide complete transparency on the outstanding issues. Despite providing this verbal agreement, this position was subsequently changed after the meeting and the minutes from the meeting (prepared by Dalcour Maclaren) were not accurate and failed to record the agreement. Instead the minutes purport to record a different outcome to the meeting, compared to the actual discussions.

This approach continued at the meeting held on the 26<sup>th</sup> September 2025, with Dalcour Maclaren seeking to take a position throughout the meeting which conflicted with a written position handed to the client on a without prejudice basis at the end of the meeting.

Our client's remain willing to enter into a Voluntary Agreement, but this requires the applicant to genuinely consider and address the outstanding issues. Granting the applicant a DCO without genuine engagement on the outstanding issues would put our clients to a significant disadvantage, notwithstanding the time and cost incurred to date seeking to address the issues.

Yours faithfully,

[Redacted Signature]

FOR AND ON BEHALF OF ALNWICK FARMING & PROPERTY CONSULTANTS

Email: [Redacted] Mobile: [Redacted]

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