

Our Ref: RWE.1
Your Ref: EN010125
Date: 5th March 2026

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 (Land Rights Tracker
ref:187116)
Mr M W Mewburn (Land Rights Tracker ref: 188134)
Mr J H Mewburn (Land Rights Tracker ref: 210065)**

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

Since our last submission, no contact was received from the Applicant or their agents until the 22nd January 2026 when a meeting was requested to discuss the outstanding issues following the request for an update to the Lands Rights Tracker. Following several attempts to finalise the meeting arrangements with the Applicant’s agents, a meeting was finally convened with Dalcour Maclaren on the 27th February 2026. Steven Harkin also representing the Applicant attended via video link.

In summary the outstanding issues remaining include:

1. The boundaries of the Order Limits including excessive temporary land take and irregular boundaries impacting on the ability to farm the adjoining land;
2. Maintaining the depth of the cables post installation to avoid inference with the future use of the land (including agriculture) as the obligations set in the DCO application only relate to installing the electricity transmission cables at a specific depth and not maintaining them at a minimum depth for the duration of the Project;
3. Responsibility for post construction drainage installed within the Order Limits;
4. Minerals sterilisation;
5. 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).
6. A landowner’s ability to claim consequential losses under the Voluntary Agreement.

Current Position

Our clients remain committed to achieving a Voluntary Agreement. The Applicant has stated that our clients are seeking preferential Voluntary Agreement terms in the most recent Land Rights Tracker submission (Revision 11). The statement is incorrect.

The outstanding issues relate to practical issues and deficiencies with the proposed Voluntary Agreement, all initially raised by our clients at the meeting with Applicant’s agents (Dalcour Maclaren) on the 26th September

2025. Our clients are equally not seeking preferential financial terms to the overall financial compensation agreed with the LiG Group when negotiating the Voluntary Agreement terms. The outstanding issues could have been dealt with through the LiG negotiations, had the Applicant's agent not ceased these discussions prematurely before the issues were fully resolved.

The issues identified are based on our client's direct experience of the Dogger Bank A and B and Hornsea 4 projects which have also impacted their holding.

We have specifically referred the Applicant (and their agents) to the legally binding Unilateral Undertaking submitted for the Dogger Bank A and B project which addresses the issues raised at the meeting, but to date the Applicant and their agents have refused to consider this, notwithstanding that Dalcour Maclaren were also involved in this project. Equally the Hornsea 4 project satisfactorily addressed the outstanding issues and a Voluntary Agreement was achieved with our clients. The Applicant's agents are aware of this as they were also involved with the Hornsea 4 project.

The amendments requested in respect of Issue 1 are not significant and simply seek to avoid unnecessary temporary land take and creating irregular boundaries which impact on the ability to farm the retained land during the construction phase.

Issue 2 seeks to avoid any impact on the agricultural use of the land in the Order Limits should the cables "rise" in the future and subsequently interfere with the future use of the land. At the most recent meeting the Applicant's agents accepted that following installation, the electricity transmission cables will move or "oscillate." Our clients are not seeking unreasonably onerous obligations to maintain the depth of the cables, rather that should the electricity transmission cables interfere with the future agriculture use of the land, then our clients have the ability under the terms of the Voluntary Agreement to address this interference with the Project or the successor Ofo. Other projects have satisfactorily addressed this issue proactively. To date the Applicant has refused to consider this issue.

Issue 3 has been discussed with the Applicant's agents. Subject to clarification from the Applicant, the previous position taken by their agents on this issue appears to have been abandoned and hopefully this point can be resolved.

Issue 4 relates to land in the Order Limits which is included in a Minerals Safeguarding Zone and seeks to identify a mechanism which avoids the minerals deposits being sterilised. Negotiating a suitable mechanism to deal with this issue is ongoing, but should be achievable as we have put forward several practical solutions. To date the Applicant has refused to consider this issue fully and their proposed amendments to the Voluntary Agreement do not avoid sterilising minerals deposits.

A response from the Applicant in relation to Issue 5 is awaited and it should be possible to address this issue through the compensation provisions.

Issue 6 relates to the Applicant's drafting of a clause in the Voluntary Agreement which their agents could not satisfactorily explain. We have asked the Applicant to clarify this issue with a comparison to the position under the compulsory acquisition process. A response is awaited.

We are hopeful Voluntary Agreements can be achieved with the Applicant our clients and continue to work towards this, but as noted in our last submission this requires the Applicant to genuinely consider and address the outstanding issues.

The Applicant is still seeking to apply a financial penalty to our clients for not signing the Voluntary Agreement without these issues being satisfactorily addressed. At the end of the last meeting, the applicant's agent stated that the Applicant would not enter into a Voluntary Agreement without a financial penalty being applied. Our client is not seeking preferential financial terms compared to those agreed with LiG, but should not be financially penalised for seeking to address unresolved issues which will sterilise minerals deposits and potentially the future use of agricultural land in the Order Limits.

Partners:

Oliver Stones BSc (Hons) MRICS FAAV
Arthur Davis BSc (Hons) MIEEM
Suzanne Horn BSc (Hons) BASIS FACTS
Ian Murray HND

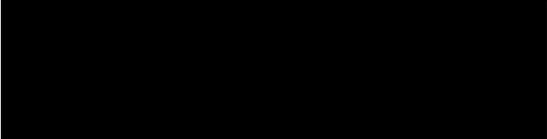
Associate Partners:

Emma Smith BSc (Hons) MRICS FAAV



Granting the applicant a DCO without genuine engagement on the outstanding issues would put our clients to a significant disadvantage and unnecessary cost, particularly when they have actively engaged in the Voluntary Agreement process and the LiG negotiations.

A further meeting has been arranged with the Applicants agents on the 13th March 2026.



FOR AND ON BEHALF OF ALNWICK FARMING & PROPERTY CONSULTANTS
Email: [REDACTED] | Mobile: [REDACTED]

