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Our ref: MRS/8272/MS

7 March 2026

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

By email to DoggerBankSouth@planninginspectorate.gov.uk

Dear Sirs

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 proposed Dogger Bank South Offshore Wind Farms (the "Proposed Development")

Landowners: A D Cooke & N J Cooke

R Hornsey & Sons act for the above landowners. In accordance with The Secretary of State's invite to all Interested Parties to comment on the post examination documents, the following is an update on the status of a voluntary agreement for the signing of an Option Agreement in respect of the above proposed development.

As documented in the Applicant's Land Rights Tracker (Revision 11) the Landowners are unwilling to agree to sign the Option Agreement unless the Applicant agrees to pay the Option Agreement Incentive Payment.

To put the issue into context the Landowners have been fully co-operative in respect of the Dogger Bank South Offshore Wind Farm proposed development to date, particularly as this is the second significant wind farm cable development which will have a huge impact on their farming business, the other proposal being the Ørsted Hornsea Four offshore wind farm development, and are more than willing to sign the documentation subject to receipt of the Option Agreement Incentive Payment. Despite the ongoing impasse, they have recently agreed to the terms of an intrusive licence which will permit the Applicant's contractors to dig twenty eight trenches on the Landowners' land, the majority of which is sown with arable crops. The extent of the advance compensation for crop loss is recognised but the impact on the management of the growing crops in six land parcels through to harvest will be significant.



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The circumstances behind the Landowners' reluctance to agree to the terms of, or sign, the Option Agreement relate to the extent of the 'Grantors Property' to the east of the working area, being a strip of land extending to 100m in width, which the Applicant is seeking rights over. During construction and post construction, the Option Area, Working Area and Easement Strip can be readily accessed from the local authority highway (Beverley Road) and the adjoining lay-by without taking access over the Grantor's Property. There is no requirement to access the Grantor's Property to remove any hedges which will impact on the Grantee's Installation Rights.

Post construction, any access onto the Grantor's Property for the removal of any fencing or vegetation will not require a strip of land 100m wide. Again, there is no requirement to erect any cable markers, posts or bollards on the Grantor's Property east of the Option Area (no water courses, highways or footpaths).

In summary, other than the Grantee's rights set out in Schedule 1 Clause 2.8 of the Deed of Easement which the Landowners accept, there are no foreseen circumstances where the Grantee will require access rights over a 100m strip on the east side of the Option Area to the north of Beverley Road.

The Landowners' solicitor made the Applicant's solicitor aware of the outstanding issues in an email on or before 7 February 2025.

The Applicant's agent confirmed on 14 February 2025 that their client had agreed to a reduction of the Grantor's Property down to 100m either side of the cable corridor and 50m either side of any TCC access and stated that their client was unwilling to accept any further reductions to this area.

The Landowners' solicitor responded requesting, as a minimum, commitment to payment of the incentive payment in respect of land to the south of the A1079 and commitment to subsequent negotiation in respect of land to the north of the A1079.

R Hornsey & Sons, as agent of the Landowners, met with representatives of Dalcour Maclaren, who represent the Applicant, on 28 February 2025, 14 days after the Incentive Payment deadline. An open and constructive discussion ensued resulting in an agreement on post construction operational access to the cables being agreed on behalf of the Landowners and the Applicant in exchange for the extent of the Grantor's Property being reduced to a corridor of 10m. As part of the agreement, the Applicant's agents stated that, whilst they were unable to confirm that the signing of the Option Agreement would result in payment of the Option Agreement Incentive Payment, they 'would expect to persuade their client to honour the payment'. The details of the aforementioned meeting was confirmed in an email from R Hornsey & Sons to Dalcour Maclaren on 3 March 2025. No response was received to the email so a follow up email was forwarded on 19 March 2025. An email was received from Dalcour Maclaren on 24 March confirming their client would not allow any deviation from the incentive payment deadline but did agree to extinguish the extent of the Grantors' Property to the east of the working width to on 24 March 2025. This proposal was

fully acceptable to the Landowners in exchange for receipt of the Incentive Payment. Subsequent correspondence between the Applicant's agent and the Landowners' agent has failed to reach and agree a commitment by the Applicant to pay the Option Agreement Incentive Payment.

As previously stated the Landowners currently have an issue on other land on their holding under which a wind farm cable scheme is impacting on a potential development opportunity and hence all they are wishing to achieve is a common sense approach to avoid the same scenario developing over the 9 years of the Option Agreement and what could be a further 3 years period of construction.

In addition to the above, a house partner construction company has recently submitted a 'call for sites' submission to the East Riding of Yorkshire Council as part of its review of the existing East Riding Local Plan. The area of the site includes the full extent of Mount Pleasant Farm. A recent meeting with the East Riding of Yorkshire Council's Head of Planning confirmed a positive response to the land bid, confirming that the desire of the Landowners to restrict the Applicant's access to the Grantors' property to the east of the works corridor has significant substance.

It is the responsibility of the Applicant and their agents to undertake everything within their powers to discuss, negotiate and ultimately agree a voluntary agreement to acquire rights to permit the Applicant to deliver its proposed development. The Landowners accept the need to deliver green energy from offshore wind and, whilst the proposed development will have a significant impact on their business, they are willing to enter into a fair and reasonable Option Agreement which reflects the potential development of land to the east of the working area and is financially rewarded to reflect the significant impact on their business.

Yours faithfully



M R SWAIN
R Hornsey & Sons

