

**Representation in respect of an Application by Orsted Hornsea
Project Three (UK) Ltd for an Order Granting Development Consent
for the Hornsea Project Three Offshore Wind Farm.**

Response by Honingham Aktieselskab

Planning Inspectorate Reference: EN010080

Prepared by: Jonathan Rush MRICS.

For and on behalf of Brown & Co.

Agents acting for and on behalf of Honingham Aktieselskab

Date: November 2018.

1.0 Introduction

- 1.1 This statement is our response, submitted on behalf of our clients Honingham Aktieselskab, to the underground cable route proposed as part of the Hornsea Project Three Offshore Wind Farm. Honingham Aktieselskab owns a property known as the Easton Estate (the Estate) where it operates a rural business that has successfully combined conservation, sporting and agricultural interests on their land holdings just to the West of Norwich.
- 1.2 It is our belief that the proposed installation works for the underground cable submitted will cause significant disruption to the farming enterprise, cause long term damage to the ecology of the Estate and disrupt the principle sporting enterprise.

2.0 Background

Disruption to Ecology

- 2.1 The proposed cable route will run for approximately 1600m across the Estate and the area potentially used for laying cables extends to 23.72 acres with a working area of approximately 31.62 acres during construction.
- 2.2 The potential impact on the Natural Capital of the Estate is significant as even with the adoption of Horizontal Direct Drilling (HDD) a significant amount of the land surface will be disturbed.
- 2.3 The cable route passes through areas of mature native woodland, high quality irrigated arable, sensitive grassland and water meadows and will see significant changes in terrain over its course.
- 2.4 The potential for medium term habitat loss, soil displacement and degradation of biodiversity is significant.

Disruption to Business

- 2.5 Honingham Aktieselskab operates a significant sporting enterprise on their land holdings at Easton. The principle sporting enterprise is game shooting and the quality of the product provided by the Estate is high.
 - 2.6 The construction works are expected to make the shoot as currently laid out inoperable due to disruption to arrangement of game cover, gun lines, release pens and drive orientation.
 - 2.7 Disruption to the shoot enterprise could result in significant loss of income, which can be compensated for and it is expected that provision for financial recompense will be made in any agreement or DCO.
 - 3.2 Financial compensation cannot compensate for damage to the reputation of the shoot. Offering a sub optimal sporting experience is not an option for a business that is based on providing its customers with a high-quality product. It is better for the business to not operate during the construction period than risk providing a poor product and losing customers.
-

-
- 3.3 Disruption to the operation of the business could be managed and partially mitigated by commitment to set working periods and a commitment to use reasonable endeavours to have the ducting works carried out in a short timeframe.
 - 3.4 Commitment to avoid working during sensitive times of the year, such as 1st August to 1st February would allow the Estate to manage the shoot around the works.
 - 3.5 Commitment to use reasonable endeavours to have the cable ducts installed and the trench backfilled within 1month of breaking ground to create the cable trenches would give the Estate, and any other landowner, comfort to know that on any one area will only see significant disruption for a manageable period.
 - 3.6 Whilst constructive negotiations have taken place with Orsted there is a lack of willingness to refine the build period down to any less than 2 years per phase within the overall 8-year build window. If this matter could be tightened to give landowners greater certainty of how the works will affect them the works would be more manageable for the landowner.

3.0 Conclusion

- 3.1 It is our client's belief that the Orsted proposals fail to consider the impact on the Natural Capital and business interests of Honingham Aktieselskab. It will significantly impact on the Estate's ability to deliver a product that it has spent years developing.
- 3.2 Our client respectfully requests that the points contained in this statement are fully considered within the examination process. Our intention is to submit a full written representation in due course and, if required, request that we can make oral representations if necessary.

END
