

Hornsea Project Four: Compulsory Acquisition

E1.2, Annex 1: Statement of Reasons: Update on negotiations with landowners, occupiers, Statutory Undertakers and other utilities

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Revision Summary					
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Rev	Page	Section	Description
01	N/A	N/A	Submitted at Deadline 2



1. Deadline 2 update on negotiations with landowners and occupier

Plot Numbers	Land Interest	Reason for acquisition or temporary use	Status of Negotiations
2, 3, 4, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 29, 30, 31	Glendon Estates (Landowner)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for construction of the onshore export cable route (including access).	The Applicant has concluded a Voluntary Agreement with the Glendon Estates.
2, 3, 9, 10, 12, 14, 15, 19	Geoffrey Riby (Occupier)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for construction of the onshore export cable route (including access).	The Applicant has concluded a Voluntary Agreement with Mr Riby.
4, 6, 7, 8, 11, 13, 18, 21, 22, 23, 24, 25, 27, 29	Clifford Warkup (Occupier)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for access for construction of the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with Mr Warkup.



Plot Numbers	Land Interest	Reason for acquisition or temporary use	Status of Negotiations
4,6,7,8,11,13,18, 21, 22, 23, 24, 25, 27, 29	Graham Warkup (Occupier)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for access for construction of the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with Mr Warkup.
4, 6, 7, 8, 11, 13, 18, 21, 22, 23, 24, 25, 27, 29	Martin Warkup (Occupier)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for access for construction of the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with Mr Warkup.
4, 6, 7, 8, 11, 13, 18, 21, 22, 23, 24, 25, 27, 29	Neil Warkup (Occupier)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for access for construction of the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with Mr Warkup.
29, 30, 31	Christopher Riby (Occupier)	New rights and the imposition of restrictions for the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with Mr Riby.



Plot Numbers	Land Interest	Reason for acquisition or temporary use	Status of Negotiations
2, 28, 30, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52	James Tennant (Landowner)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for access for construction of the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with Mr Tennant.
2, 28, 30, 40, 43, 46, 58, 61	James H. Tennant Limited (Formerly known as J. H. Tennant Limited (Occupier))	New rights and the imposition of restrictions for the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with James H. Tennant Limited.
53, 54, 55, 56, 57, 58, 72	C. C. Reed & Company Limited (Landowner/Occupier)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for construction of the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with C.C Reed & Company Limited both in their Landowner and Occupier capacity.
59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69	Ian Gilliat and Fenella Gilliat (Landowner)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for construction of the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with Mr and Ms Gilliat.



Plot Numbers	Land Interest	Reason for acquisition or temporary use	Status of Negotiations
70, 71, 72, 73, 74	David Nicholas and Diana Blanchard (Landowner)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for construction of the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with Messrs and Ms Blanchard.
70, 71, 72, 73, 74	The Santhouse Pensioneer Trustee Company Limited (Landowner)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for construction of the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with The Santhouse Pensioneer Trustee Company Limited.
75, 76, 78, 79, 80, 81, 82, 83, 84, 85	Carr House Farm Limited (Landowner)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for access for construction of the onshore export cable route.	The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion with Carr House Farm Limited. Update for Deadline 2: The Applicant has concluded a Voluntary Agreement with Carr House Farm Limited.
77	Hannah Robinson (Landowner)	New rights and the imposition of restrictions for the onshore export cable route.	The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion with Ms Robinson <u>Update for Deadline 2:</u> The Applicant has concluded a Voluntary Agreement with Ms Robinson.



Plot Numbers	Land Interest	Reason for acquisition or temporary use	Status of Negotiations
86	Julie Morris (Landowner)	New rights and the imposition of restrictions for the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with Ms Morris.
87, 88, 89, 90, 91, 92	Jessie Morris and Rachel Norman (Landowner)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for access for construction of the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with Ms Morris and Ms Norman.
86, 87, 88, 90	Samuel Morris and James Morris (Occupier)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for access for construction of the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with Messrs Morris.
93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106	Christopher Foreman and Christine Foreman (Landowner)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for construction of the onshore export cable route (including access).	The Applicant has agreed principal Head of Terms and legal agreements are in negotiation by both parties' legal representatives. The Applicant has been in discussions with Mr and Mrs Foreman since June 2018. The outstanding point of concern for the Foreman's is the impact Hornsea Four may have on their dairy farming business.



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			The Applicant is in consultation and negotiations with the Foreman's and their advisors in relation to a dairy report, which they have commissioned, and the Applicant is awaiting sight of. The Applicant remains willing to discuss individual matters in order to reach agreement. The Applicant is confident that there
			are appropriate construction and engineering measures, which are used routinely in the industry, which can be used to minimise disruption and mitigate losses. In addition, compensation for any loss or damage will be paid by the Applicant.
			The Applicant is confident that a voluntary agreement will be entered into prior to the close of the Examination.
			<u>Update for Deadline 2:</u>
			The Applicant was given sight of the dairy report in November 2021. Discussions are now ongoing between the Applicant, the Foreman's and their advisors to agree measures that can be implemented to reduce and mitigate any impacts on the Foreman's land holding and farming business. The Applicant remains confident that a voluntary agreement will be concluded prior to the close of the Examination.
			Estimated timescale for completion: prior to the close of the Examination.
101, 107, 108, 110, 111, 112, 113, 116, 117, 118, 119, 125	WAA Wind Limited (Landowner)	New rights and the imposition of restrictions for the onshore export	The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion with WAA Wind Limited.
117, 110, 117, 120		cable route.	Update for Deadline 2:
			The Applicant has concluded a Voluntary Agreement with WAA Wind Limited.



Plot Numbers	Land Interest	Reason for acquisition or temporary use	Status of Negotiations
109, 110, 111, 112, 113, 118, 119, 121 125	Christopher Branston Foster (Landowner)	New rights and the imposition of restrictions for the onshore export cable route.	The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion with Mr Foster. Update for Deadline 2: The Applicant has concluded a Voluntary Agreement with Mr Foster.
86, 87, 88, 90, 109, 110, 111, 112, 113, 118, 119, 121, 125	Richard Edward Foster (Landowner)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for access for construction of the	The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion with Mr Foster. Update for Deadline 2: The Applicant has concluded a Voluntary Agreement with Mr Foster.
109, 110, 111, 112, 113, 118, 119, 121,	Susan Verena Foster (Landowner)	onshore export cable route. New rights and the imposition of restrictions	The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion with Ms Foster.
125		for the onshore export cable route.	Update for Deadline 2: The Applicant has concluded a Voluntary Agreement with Ms Foster.
110, 112, 113, 114, 115, 116, 117	Peter, Paul, Patrick and Morean Plewes (Landowner)	Temporary use for access for construction of the onshore export cable route	The Applicant has been in liaison with Mrs Morean and Messrs Peter, Patrick, and Paul Plewes on an individual basis since June 2018. The Applicant has continued to communicate with the landowners and their representatives in order to agree a voluntary access only agreement.
			Negotiations are ongoing with the landowners and their representative, Mr Tom Julian of Ullyotts (Rural) Limited, in relation to Access Only Heads of Terms with a view to finalising the terms and concluding a Voluntary Agreement in the coming months.



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			Numerous meetings and discussions around the Access Only Heads of Terms have taken place. Mr Julian, on behalf of the landowners, has two main concerns regarding the use of the access, which are: 1) The possibility of restricted access and use of Brigham Bridge. 2) The ongoing maintenance of the access and Brigham Bridge.
			The Applicant considers that these concerns can be addressed using appropriate construction and engineering measures, which are used routinely in the industry. Such measures can minimise disruption and mitigate losses. In addition, compensation for any loss or damage will be paid by the Applicant.
			The Applicant remains willing to discuss these matters in order to reach agreement. The Applicant is confident that a voluntary agreement will be entered into prior to the close of the Examination.
			<u>Update for Deadline 2:</u>
			The Applicant has agreed principal Heads of Terms with the landowners and their representative and draft legal agreements were sent to the legal representatives of the landowners on 10th February 2022. The landowners' representative confirmed on 9th March 2022 that the drafts appear acceptable subject to minor adjustments in the drafting. Discussions are currently ongoing between the legal representatives of the Applicant and the landowners to finalise the drafts for signature.
			Estimated timescale for completion: prior to the close of the Examination.
106, 107, 120, 121, 122, 123, 124	The Driffield Navigation Trust (Landowner)	New rights and the imposition of restrictions for the onshore export cable route.	The Applicant has been in discussions with The Driffield Navigation Trust since June 2018. The Project has continued to communicate with the landowner and their representatives in order to agree a voluntary access only agreement.



Plot Numbers	Land Interest	Reason for acquisition or temporary use	Status of Negotiations
			Negotiations are ongoing with the landowner and their representative, Mr Tom Julian of Ullyotts (Rural) Limited, in relation to Access Only Heads of Terms with a view to finalising the terms and concluding a Voluntary Agreement in the coming months.
			Numerous meetings and discussions around the Access Only Heads of Terms have taken place. Mr Julian, on behalf of the landowners, has one main concern regarding the suitability, use and maintenance of the Brigham Bridge. The Applicant considers that this concern can be addressed using appropriate construction and engineering measures, which are used routinely in the industry. Such measures can minimise disruption and mitigate losses. In addition, compensation for any loss or damage will be paid by the Applicant.
			The Applicant remains willing to discuss these matters in order to reach agreement. The Applicant is confident that a voluntary agreement will be entered into prior to the close of the Examination.
			<u>Update for Deadline 2:</u>
			Heads of Terms for an Option Agreement and Lease of Easement were agreed between the Applicant and the Driffield Navigation Trust in December 2021. Discussions between both parties' legal representatives are now ongoing to finalise the legal drafting of the documents.
			Discussions are ongoing on matters relating to compensation and restricting opening times for the bridge to reduce construction impacts and avoid significant delays to construction timescales. This includes the potential need to add a power to the draft DCO to temporarily suspend rights of navigation in the event that the bridge needs to be kept in a closed position to facilitate construction traffic movements at peak times. The Applicant is confident that an agreement will be reached prior to the end of the Examination.
			Estimated timescale for completion: prior to the close of the Examination.



Plot Numbers	Land Interest	Reason for acquisition or temporary use	Status of Negotiations
126, 127, 128, 129, 130, 131, 138	Michael Braim (Landowner)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for access for construction of the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with Mr Braim.
132, 133, 134, 135, 136, 137, 139, 140, 141	David Lovel and Suzanne Lovel (Landowner)	New rights and the imposition of restrictions for the New rights and the imposition of restrictions for the onshore export cable route. Temporary use for access for construction of the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with Mr and Ms Lovel.
143	David Watson (Landowner)	New rights and the imposition of restrictions for the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with Mr Watson.
142, 143, 144, 145, 146	lan Thompson, Keith Thompson and Roy Thompson (Landowner)	New rights and the imposition of restrictions for the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with Messrs Thompson.



Plot Numbers	Land Interest	Reason for acquisition or temporary use	Status of Negotiations
147, 151, 152, 153, 154	Andrew Thompson, John Thompson and Pamela Thompson (Landowner)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for access for construction of the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with Messrs and Ms Thompson.
147, 148, 149, 150	Janet Goatley and Philip Goatley (Landowner)	New rights and the imposition of restrictions for the onshore export cable route.	The Applicant has been in discussions with Mr and Ms Goatley since June 2018. The Applicant has continued to communicate with the landowners and their representatives in order to agree a voluntary agreement. The Applicant has agreed principal Head of Terms with Mr & Mrs Goatley however the Applicant has yet to conclude a voluntary agreement with them. The land through which the cables are proposed to be laid is a section of publicly adopted highway which abuts their house and is in their ownership. Negotiations are ongoing and the Applicant remains willing to discuss these matters in order to reach agreement. Update for Deadline 2: It is understood that Mr and Mrs Goatley have agreed the sale of their land holding to the East Riding of Yorkshire Council, and planning permission for a change of use of the property was granted on 7th February 2022. Due to this change of circumstances, Mr and Mrs



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			Goatley's representative advised on 7th March 2022 that, as of that date, Mr and Mrs Goatley do not feel it is necessary to continue discussions around the Heads of Terms and proposed voluntary agreement.
			The Applicant is in contact with the prospective purchaser, the East Riding of Yorkshire Council, and it is understood that the sale of the land holding is likely to complete in April 2022. The Applicant is confident that a voluntary agreement with the new owners of the land will be entered into prior to the close of the Examination.
			Estimated timescale for completion: prior to the close of the Examination.
155, 156, 158	Bridge House Farm Watton Limited (Landowner)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for construction of the onshore export cable route.	The Applicant has agreed principal Head of Terms and legal agreements are in negotiation by both parties legal representatives. The Applicant has been in discussions with Bridge House Farm Watton Limited and their predecessor in title since June 2018. The Applicant has continued to communicate with the landowner and their representatives in order to agree a voluntary agreement. The main outstanding point which has prevented the conclusion of a voluntary agreement with Bridge House Watton Limited relates to the structure of the documentation, as the structure of the land occupation is complex and there is a tenant, underlease and sub underlease. Both the freehold and various leasehold parties are connected. The Applicant remains engaged with Bridge House Watton Limited's appointed legal team and land agent in order to develop a mechanism through which an appropriate Occupier's Consent can be agreed. The Applicant is confident that a voluntary agreement can be entered into prior to the close of the Examination.



Plot Numbers	Land Interest	Reason for acquisition or temporary use	Status of Negotiations
			Update for Deadline 2: Engrossments of the voluntary land agreements have now been prepared and are currently with the parties for signature. Estimated timescale for completion: prior to the close of the Examination.
156	Warrendale Farms Limited and Wot-A- Pullet Limited and Wot- An-Egg Limited (Occupier)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for construction of the onshore export cable route.	The Applicant has agreed principal Head of Terms and legal agreements are in negotiation by the parties legal representatives. The Applicant has been in discussions with Warrendale Farms Limited since June 2018. The Applicant has continued to communicate with the occupier and their representatives in order to agree a voluntary agreement. The main outstanding point which has prevented the conclusion of a voluntary agreement with Warrendale Farms Limited relates to the structure of the documentation, as the structure of the land occupation is complex and there is a tenant, underlease and sub underlease. The Applicant remains engaged with Warrendale Farms Limited in order to develop a mechanism through which an appropriate Occupier's Consent can be agreed. The Applicant is confident that a voluntary agreement can be entered into prior to the close of the Examination. Update for Deadline 2: Engrossments of the voluntary land agreements have now been prepared and are currently with the parties for signature. Estimated timescale for completion: prior to the close of the Examination.



Plot Numbers	Land Interest	Reason for acquisition or temporary use	Status of Negotiations
158, 160, 161, 162, 163, 164, 165	Paul Walker and Penny Anne Walker (Landowner)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for access for construction of the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with Mr Walker.
166, 167, 168, 169, 174	Nicholas and Robin Sinkler (Landowner/Occupier)	New rights and the imposition of restrictions for the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with Messrs Sinkler as a landowner and has concluded negotiations of a Voluntary Agreement and is awaiting completion with them in an occupier capacity. Update for Deadline 2: The Applicant has concluded Voluntary Agreements with Messrs Sinkler both in their Landowner and Occupier capacity.
170, 171, 172, 173, 174, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208,	Henry Hotham, David Brotherton, Henry Trotter (Landowner)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for construction of the onshore export cable route (including access).	The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion the Dalton Estate. Update for Deadline 2: The Applicant has concluded a Voluntary Agreement with the Dalton Estate.



Plot Numbers	Land Interest	Reason for acquisition or temporary use	Status of Negotiations
209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222			
170, 171, 173	John Duggleby (Occupier)	New rights and the imposition of restrictions for the onshore export cable route.	The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion with Mr Duggleby. Update for Deadline 2: The Applicant has concluded a Voluntary Agreement with Mr Duggleby.
176	Samuel Beachell (Occupier)	New rights and the imposition of restrictions for the onshore export cable route.	The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion with Mr Beachell. Update for Deadline 2: The Applicant has concluded a Voluntary Agreement with Mr Beachell.
177, 179	Malcolm Bayes (Occupier)	New rights and the imposition of restrictions for the onshore export cable route.	The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion with Mr Bayes. Update for Deadline 2: The Applicant has concluded a Voluntary Agreement with Mr Bayes.
178, 180, 181, 182, 183, 184, 187, 188, 189, 190, 191, 192, 193, 195, 196, 205, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216	Anthony Ireland (Occupier)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for construction of the onshore	The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion with Mr Ireland. <u>Update for Deadline 2:</u> The Applicant has concluded a Voluntary Agreement with Mr Ireland.



Plot Numbers	Land Interest	Reason for acquisition or temporary use	Status of Negotiations
		export cable route (including access).	
193, 195, 196, 197, 192, 200	Alistair Grant (Occupier)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for construction of the onshore export cable route (including access).	The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion with Mr Grant. Update for Deadline 2: The Applicant has concluded a Voluntary Agreement with Mr Grant.
222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233	J.S.R Farms Limited (Landowner)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for access for construction of the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with J.S.R Farms Limited.
224, 225, 226, 227, 228, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242	Christopher Lount and Michael Lount (Landowner)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for construction of the onshore export cable route (including access)	The Applicant has concluded a Voluntary Agreement with Messrs Lount.



Plot Numbers	Land Interest	Reason for acquisition or temporary use	Status of Negotiations
243, 244, 245, 246	Martin Webb and William Goddard (Landowner)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for access for construction of the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with Messrs Webb and Goddard.
247, 317	East Riding of Yorkshire Council (Landowner)	New rights and the imposition of restrictions for the onshore export cable route.	Discussions are ongoing between the Applicant and ERYC in relation to individual matters arising from the Heads of Terms for Option Agreement and a cooperation agreement or protective provisions for the overlap of statutory powers in the Order and the compulsory purchase order and side roads order for the A164/Jock's Lodge Improvement Scheme. The Council has not raised objections to the scheme. The Applicant remains willing to discuss matters with ERYC and is confident that a voluntary agreement will be entered into prior to the close of the Examination. Update for Deadline 2: Ongoing discussions are taking place between the Applicant and ERYC with regards to finalising a voluntary land agreement for the cable crossing and advanced draft legal agreements are expected to be provided to ERYC shortly. In addition, discussions are ongoing between both parties' legal representatives with regards to Protective Provisions contained within the DCO for ERYC's infrastructure. It is expected that all agreements will be in place before the close of examination. Estimated timescale for completion: prior to the close of the Examination.



Plot Numbers	Land Interest	Reason for acquisition or temporary use	Status of Negotiations
248, 249, 251	Andrew Soanes (Landowner)	New rights and the imposition of restrictions for the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with Mr Soanes.
250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260	Molescroft Farms Limited (Landowner)	New rights and the imposition of restrictions for the onshore export cable route.	The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion with Molescroft Farms Limited. <u>Update for Deadline 2:</u>
		Temporary use for access for construction of the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with Molescroft Farms Limited.
254, 255, 256, 257, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272	Andrew Cooke and Nicholas Cooke (Landowner)	New rights and the imposition of restrictions for the onshore export cable route.	The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion with Messrs Cooke.
		Temporary use for construction of the onshore export cable route (including access).	
273, 274, 275, 276, 277, 278, 279, 280, 281, 282	Andrew Oxtoby (Landowner)	New rights and the imposition of restrictions for the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with Mr Oxtoby.
		Temporary use for access for construction of the onshore export cable route.	



Plot Numbers	Land Interest	Reason for acquisition or temporary use	Status of Negotiations
203, 284, 285, 286, 287	Margaret Soanes (Landowner)	New rights and the imposition of restrictions for the onshore export cable route.	The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion with Ms Soanes. Update for Deadline 2: Ms Soanes is no longer the landowner of these plot numbers. The plots are now owned by Mr Andrew Soanes, with whom the Applicant has concluded a Voluntary Agreement.
288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303,304, 306, 308, 309, 310, 311, 312, 316, 317,340, 346, 348, 349, 351	Albanwise Limited (Landowner)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for construction of the onshore export cable route (including access).	The Applicant has concluded a Voluntary Agreement with Albanwise Limited.
305, 307, 313, 314, 315, 318, 319, 320, 321, 322, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 345	Albanwise Synergy Limited (Landowner)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for construction of the onshore export cable route (including access).	The Applicant has concluded a Voluntary Agreements with Albanwise Synergy Limited in relation to the OnSS, EBI and onshore export cable route.
290	Pamela and Oliver White (Occupier)	New rights and the imposition of restrictions for the onshore export cable route.	The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion with Mr and Ms White. Update for Deadline 2:



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			The Applicant has concluded a Voluntary Agreement with Mr and Ms White.
294, 295, 296, 297	Robert Elvidge (Occupier)	New rights and the imposition of restrictions for the onshore export	The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion with Mr Elvidge.
		cable route.	<u>Update for Deadline 2:</u>
		Temporary use for access for construction of the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with Mr Elvidge.
303, 304, 306	John Clappison (Occupier)	New rights and the imposition of restrictions for the onshore export cable route.	The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion with Mr Clappison.
		Temporary use for construction of the onshore export cable route (including access).	
309, 310, 311, 312, 319, 320, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335,	Andrew Woodmansey (Occupier)	New rights and the imposition of restrictions for the onshore export cable route.	The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion with Andrew Woodmansey in relation to the onshore export cable route.
336, 339, 340, 345 346		Temporary use for access for construction of the	The Applicant has yet to have concluded a voluntary agreement with Mr Woodmansey for the permanent access track due to the Project only recently concluding an agreement with his landlord in relation the same.
		onshore export cable route.	Mr Woodmansey raised an objection at Targeted Statutory S.42 Consultation in relation to concerns over the proposed route of an access



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			road through the land they tenant. Mr Woodmansey raised further concerns regarding access during construction and the impact on his drainage.
			Discussions remain ongoing and Project representatives are engaging with the respective land agents and solicitors in order to reach a voluntary agreement. The Applicant is confident that a voluntary agreement will be entered into prior to the close of the Examination.
			Update for Deadline 2:
			The Applicant has concluded a Voluntary Agreement with Mr Woodmansey.
323, 324	Mary Welbourn (Landowner)	New rights and the imposition of restrictions for the onshore export cable route.	The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion with Ms Welbourn.
324, 325	Paul Haskins and Gilda Haskins and Kate Campbell (Landowner)	New rights and the imposition of restrictions for the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with Mr and Ms Haskins and Ms Campbell.
324, 325	Quarryside Farms Limited (Occupier)	New rights and the imposition of restrictions for the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with Quarryside Farms Limited.
341, 343, 344	Christopher Freear (Landowner)	New rights and the imposition of restrictions for the onshore export cable route.	The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion with Mr Freear. <u>Update for Deadline 2:</u>
			The Applicant has concluded a Voluntary Agreement with Mr Freear.



Plot Numbers	Land Interest	Reason for acquisition or temporary use	Status of Negotiations
342, 344, 349, 350	Edward Brown and Sean Brown (Landowner)	New rights and the imposition of restrictions for the onshore export cable route. Temporary use for access for construction of the onshore export cable route.	The Applicant has concluded a Voluntary Agreement with Messrs Brown.
347, 348, 349, 351	Eric Roustoby (Occupier)	New rights and the imposition of restrictions for the onshore export cable route.	The Applicant has been in liaison with Mr Eric Roustoby on an individual basis since October 2018. The Applicant has continued to communicate with the occupier and their representatives in order to agree a voluntary agreement. The Applicant has concluded and agree heads of terms in relation to the land, but further consultation and negotiations are required in relation to the land. The Applicant has yet to conclude a legal agreement with Mr Roustoby with the principal reason being that the negotiations with their landlord (National Grid) are still ongoing. The Applicant remains engaged with Ralph Ward in order to reach agreement following conclusion of the Option Agreement with National Grid.
318, 334	Malcom Peter Taylor and Jane Barbara Taylor (Beneficiaries of Rights)	Category 3 Interest	The Applicant has entered into a Voluntary Agreement with the Taylors' landlord which includes additional measures in relation to their Property. The Applicant has been in liaison with Mr and Ms Taylor (Category 2 Interests) since July 2018. Mr and Ms Taylor's property is adjacent to the proposed onshore export cable route and in proximity to the OnSS and



Plot Numbers	Land Interest	Reason for acquisition or temporary use	Status of Negotiations
			EBI. Several meetings have been held with Project representatives in order to minimise the impact Hornsea Four may have on their property.
			The Applicant has agreed to additional planting around the property which is expected to happen in 2021. Further measures may be agreed after the detailed design stage has been completed.
			Discussions are ongoing with Mr and Ms Taylor who remain engaged with Project representatives.
			Update for Deadline 2:
			The Applicant has carried out the agreed tree planting works around Mr and Mrs Taylor's property in December 2021. The Applicant remains engaged with Mr and Mrs Taylor and discussions are ongoing.



2. Deadline 2 update on negotiations with Statutory Undertakers and other Utilities

Plot Nos.		Statutory undertaker or other apparatus owner	Engagement of Section 127	Statutory undertaker and status of negotiation
340, 343, 344, 346 347,	342, 345, 348,	National Grid Electricity Transmission plc (NGET)	The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of NGET's undertaking.	NGET owns land and has apparatus within the Order Limits. The Applicant commenced discussions relating to protective provisions in May 2019. The Applicant and NGET are currently negotiating Heads of Terms in respect of a Lease of Easement.
349 350, 352	351,		The Protective Provisions in the draft Order ensure that NGET's apparatus will be protected and access maintained during construction. The	The Applicant has included Protective Provisions for the benefit of NGET in Part 3 of Schedule 9 of the draft Order.
353, 355, 356	354,		Protective Provisions also ensure that (if necessary) no rights will be extinguished without NGET's agreement and no apparatus removed until alternative apparatus has been constructed. The Applicant is not intending to extinguish any rights belonging to NGET.	The Applicant's solicitors are currently negotiating the protective provisions and a side agreement with NGET's solicitors. An undertaking for NGET's costs was provided on 10 August 2021. Update for Deadline 2: Discussions are ongoing between the legal representatives of both the Applicant and NGET with regards to the protective provisions. Discussions are also ongoing between the Applicant and NGET with a view to agreeing terms for a voluntary land agreement relating to plot number 343. The proposal is currently going through NGET's internal clearance process (due to finish by mid May 2022 at the latest) after which



			Estimated timescale for completion: prior to the close of the Examination.
39, 40, 282	National Grid Gas plc	The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of National Grid Gas's undertaking.	National Grid Gas has apparatus within the Order Limits. The Applicant commenced discussions jointly with NGET relating to protective provisions May 2019.
		The Protective Provisions in the draft Order ensure that National Grid Gas's apparatus will be protected and access maintained during construction. The Protective Provisions also ensure that (if necessary) no rights will be extinguished without National Grid Gas's agreement and no apparatus removed until alternative apparatus has been constructed. The Applicant is not intending to extinguish any rights belonging to National Grid Gas.	The Applicant has included Protective Provisions for the benefit of National Grid Gas in Part 3 of Schedule 9 of the draft Order. The Applicant's solicitors are currently negotiating the protective provisions and a side agreement with National Grid Gas' solicitors. An undertaking for National Grid Gas' costs was provided on 10 August 2021. Update for Deadline 2: Discussions are ongoing between the legal representatives of both the Applicant and National Grid Gas with regards to the protective provisions and side agreement. Estimated timescale for completion: prior to the close of the Examination.
176	Network Rail Infrastructure Limited	The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of Network Rail's undertaking. The Protective Provisions in the draft Order ensure that Network Rail's apparatus will be protected and access maintained during construction.	Network Rail has apparatus and owns land within the Order Limits. The Applicant commenced discussions relating to protective provisions April 2019. The Applicant and Network Rail are currently negotiating an Option Agreement and a Lease of Easement over the land having verbally agreed heads of terms in July 2021.
		The Applicant is not intending to extinguish any rights belonging to Network Rail. However, the Applicant cannot agree not to utilise its	The Applicant has included Protective Provisions for the benefit of Network Rail in Part 4 of Schedule 9 of the draft Order.



compulsory acquisition powers until a voluntary agreement for the necessary property rights has been entered into.

The Applicant's solicitors are currently negotiating the protective provisions and a framework agreement with Network Rail's solicitors.

An undertaking for Network Rail's costs was provided on 6 July 2021.

The Applicant has secured both Technical and Business Clearance from Network Rail and has applied for a Basic Asset Protection Agreement.

Update for Deadline 2:

The existing Business and Technical Clearance expired on 21st February 2022, but a new clearance was immediately applied for which the Applicant understands should be approved by mid-June 2022 at the latest. The Applicant is not aware of any reasons why a new Business and Technical Clearance would not be granted.

Discussions between the Applicant and Network Rail are ongoing in relation to a voluntary land agreement over Plot 176 and, following a meeting between the legal representatives of both parties on 18/03/22, Network Rail are to come back on the few outstanding points.

The legal representatives for both parties have been in discussions over a Framework Agreement and Protective Provisions and these are largely in agreed form subject to completion of the land agreement and clarification of Network Rail's position on the Applicant's use of the level crossings.

Meetings and discussions have been taking place between the Applicant's Legal and Consents teams and Network Rail regarding the use of the level crossings and protection of Network Rail's infrastructure.



		Estimated timescale for completion: prior to the close of the Examination although dependent on Network Rail's internal timescales for issuing the Business and Technical Clearance.
66, 225, 228, 242, 252, 257, 258, 259, 269, 315, 320, 321, 322, 324, 325	The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of Northern Gas's undertaking. The Protective Provisions in the draft Order ensure that Northern Gas's apparatus will be protected and access maintained during construction. The Protective Provisions also ensure that (if necessary) no rights will be extinguished without Northern Gas's agreement and no apparatus removed until alternative apparatus has been constructed. The Applicant is not intending to extinguish any rights belonging to Northern Gas.	Protection Deed and is awaiting approval from Northern Gas of the document. The Applicant has chased for a response on 13/01/2021, 27/05/2021 and 16/07/2021 and subsequently provided further drawings to assist Northern Gas Networks.



18, 37, 39, 62, (Yorkshire) plc 63, 72, 74, 75, 78, 79, 80, Northern Powergrid The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of Northern Powergrid's undertaking. The Applicant commenced discussions with Northern Powergrid has apparatus within the Order including electricity cables (overground and under taking. Powergrid relating to protective provisions in Applicant's solicitors are currently negotiating.	ground).
63, 72, 74, carrying on of Northern Powergrid's undertaking. The Applicant commenced discussions with 175,	
75, Powergrid relating to protective provisions in Ap	orthern
78 70 80 The Protective Provisions in the draft Order The Applicant's solicitors are currently possibilities	
	g a side
82, ensure that Northern Powergrid's apparatus will agreement with Northern Powergrid's solicitors.	
86, 87, 88, be protected and access maintained during	
90, construction. The Protective Provisions also An undertaking for Northern Powergrid's co	ts was
92,93,106, ensure that (if necessary) no rights will be provided on 15 December 2020. The Applicant's s	
109, 110, extinguished without Northern Powergrid's sent comments on a draft agreement to N	
130, 145, agreement and no apparatus removed until Powergrid's solicitors on 10 July 2021. The Ap	
147, 148, alternative apparatus has been constructed. solicitors are awaiting a response from 1	
164, The Applicant is not intending to extinguish any Powergrid's solicitors.	Orthern
165, 166, rights belonging to Northern Powergrid.	
	- Davit 7
The Applicant has included Protective Provisions	
181, 182, of Schedule 9 of the draft Order for the benefit of 1	ortnern
215, Powergrid.	
216, 228,	
233, <u>Update for Deadline 2:</u>	
234, 235,	
236, 237, Discussions are now ongoing between the	e legal
238, 239, representatives of both the Applicant and 1	lorthern
244, 252, Powergrid with regards to the protective provision	ns and a
side agreement.	
280, 282,	
294, Estimated timescale for completion: prior to the	close of
310, 314, the Examination.	
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318, 319,	
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347, 348,			
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350, 351,			
352, 353,			
355, 356			
343, 344,	UK Power Distribution	The Applicant considers that if needed the rights	UK Power Distribution have Apparatus within the Order
345,	Limited	can be acquired without serious detriment to the	Limits including underground cables and a right of access
346, 347,		carrying on of UK Power Distribution's	over the road to Creyke Beck Substation.
348,		undertaking.	·
349, 350.		·	The Applicant has contacted UK Power Distribution to
351		The Protective Provisions in the draft Order	discuss routing. It is unlikely that UK Power Distribution
352,		ensure that UK Power Distribution's apparatus	cables will be crossed by the Hornsea Four.
353,354		will be protected and access maintained during	
355, 356		construction. The Protective Provisions also	In any event, the Applicant has included Protective
		ensure that (if necessary) no rights will be	Provisions in Part 1 of Schedule 9 of the draft Order for the
		extinguished without UK Power Distribution's	benefit of UK Power Distribution.
		agreement and no apparatus removed until	
		alternative apparatus has been constructed.	
		The Applicant is not intending to extinguish any	
		rights belonging to UK Power Distribution.	
20, 36, 66,	Yorkshire Water	The Applicant considers that the land and rights	Yorkshire Water have Apparatus within the Order Limits.
69,	Services Limited	can be acquired without serious detriment to the	
74, 90, 92,		carrying on of Yorkshire Water's undertaking.	The Applicant has been in contact with Yorkshire Water to
93,			discuss Protective Provisions and in July 2021 Yorkshire
186, 187,		The Protective Provisions in the draft Order	Water accepted the Protective Provisions as drafted.
191,		ensure that Yorkshire Water's apparatus will be	
195, 198,		protected and access maintained during	The Applicant has included the agreed Protective
221,		construction. The Protective Provisions also	Provisions in Part 1 of Schedule 9 of the draft Order for the
225, 227,		ensure that (if necessary) no rights will be	Benefit of Yorkshire Water.
242,		extinguished without Yorkshire Water's	
243, 278,		agreement and no apparatus removed until	
279,		alternative apparatus has been constructed. The	



280, 309, 310,	294, 311,		Applicant is not intending to extinguish any rights belonging to Yorkshire Water.	
312 342, 345, 346, 349, 351, 352, 354, 355, 35	343, 347, 350, 353, 56	Doggerbank Offshore Wind Farm Project 1 Projco Limited and Doggerbank Offshore Wind Farm Project 2 Projco Limited	The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of Doggerbank's undertaking. The Protective Provisions in the draft Order ensure that Doggerbank's apparatus will be protected and access maintained during construction. The Protective Provisions also ensure that (if necessary) no rights will be extinguished without Doggerbank's agreement and no apparatus removed until alternative apparatus has been constructed.	Doggerbank has development consent to construct apparatus within the Order Limits, including electricity cables. Although the Order Limits for both projects overlap it is unlikely that the apparatus will physically cross. The Applicant and Dogger Bank continue to liaise to document their onshore coexistence. The Applicant has included Protective Provisions in Part 7 of Schedule 9 of the draft Order for the benefit of Doggerbank. The Applicant is also proposing to amend the Dogger Bank Offshore Wind Farm Order 2015 to include protective provisions for the benefit of Hornsea Four. Update for Deadline 2: The Applicant chased Doggerbank for a response on the proposed protective provisions and cable routing in December 2021, February and March 2022 but no recent contact from Doggerbank has been forthcoming. The Applicant will continue to chase Doggerbank for a response. Estimated timescale for completion: prior to the close of the Examination.



196, 200, 346	199,	Environment Agency	The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of the EA's undertaking. The Protective Provisions in the draft Order ensure that Environment Agency watercourse will be protected and access maintained during construction. The Applicant is not intending to extinguish any rights belonging to the Environment Agency.	Discussions are ongoing between Hornsea Project Four and the Environment Agency in relation to individual matters arising from the Heads of Terms for an Option Agreement. The Environment Agency have not raised objection to Hornsea Four. Project representatives have made attempts to negotiate with the Environment Agency, since the issue of Heads of Terms in March 2020. Meetings were held on the 29 th January 2021 and 7 th September 2021. The Applicant is confident that a voluntary agreement can be entered into prior to the close of the Examination. Protective Provisions for the benefit of the Environment Agency are included in Part 5 of Schedule 9 of the draft Order.
				Update for Deadine 2: Discussions have been ongoing between the Applicant and the Environment Agency with regards to the Protective Provisions, particularly in relation to works at Watton Beck. The Applicant considers that the draft Protective Provisions in Part 5 provide the Environment Agency with sufficient control over the works at Watton Beck (including the ability to require the Applicant to put in place any reasonable measures such as depth requirements and protective works) that would ensure that any future flood defence works are not impeded. Estimated timescale for completion: prior to the close of the Examination.



2A, 3A	The Beverley and Holderness Internal Drainage Board	The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of the IDB's undertaking. The Protective Provisions in the draft Order ensure that IDB watercourses will be protected and access maintained during construction. The Applicant is not intending to extinguish any rights belonging to the IDB.	The Applicant commenced discussions relating to land rights in August 2021 and negotiations are ongoing. Protective Provisions for the benefit of the IDB are included in Part 6 of Schedule 9 of the draft Order. Update for Deadline 2: Discussions are ongoing between the Applicant and the IDB with regards to the Protective Provisions. A meeting between the Applicant and the IDB is planned for the end of March 2022 to discuss the outstanding points. Estimated timescale for completion: prior to the close of the Examination.
107, 108, 121 122, 123, 124, 125	Trust	N/A	The Driffield Navigational Trust has land and water courses within the Order Limits. The Applicant and the Trust are currently negotiating an Option Agreement and a Lease of Easement over the land. Update for Deadline 2: Heads of Terms for an Option Agreement and Lease of Easement were agreed between the Applicant and the Driffield Navigation Trust in December 2021. Discussions between both parties' legal representatives are now ongoing to finalise the legal drafting of the documents. Discussions are ongoing on matters relating to compensation and restricting opening times for the bridge to reduce construction impacts and avoid significant delays to construction timescales. This includes the potential need to add a power to the draft DCO to temporarily suspend rights of navigation in the event that the bridge needs to be kept in a closed position to facilitate construction traffic movements at peak times. The



20, 24, 36, 41 43, 45, 48, 50, 70, 74, 75, 78, 79, 80, 83, 84, 85, 133, 134, 140, 150, 152, 155, 167, 168, 185, 190, 191, 195, 197, 198, 205, 206, 207, 215, 216, 218, 220, 225, 228, 230, 232, 233, 237, 239, 253	British N/A Telecommunications PLC	Applicant is confident that an agreement will be reached prior to the end of the Examination. Estimated timescale for completion: prior to the close of the Examination. BT has apparatus within the Order Limits including in particular telecommunications equipment. The Applicant provided draft Protective Provisions to BT in August 2019. The Applicant has included Protective Provisions within Part 2 of Schedule 9 of the Draft DCO. The Applicant consulted BT on Hornsea Four and BT confirmed that it had no objection to Hornsea Four. The Applicant has also received confirmation from BT that the Protective Provisions are acceptable.
338	Cornerstone N/A Telecommunications Infrastructure Limited	Cornerstone has rights for apparatus within the Order Limits. The Applicant provided draft Protective Provisions to Cornerstone in January 2020.



				The Applicant has included Protective Provisions within Part 2 of Schedule 9 of the draft Order. The Applicant has received confirmation from Cornerstone that the Protective Provisions are acceptable.
195, 242, 253, 278, 312, 314, 318, 344	198, 274, 309, 313, 315, 343,	KCOM Group Limited	N/A	KCOM has apparatus within the Order Limits. The Applicant provided draft Protective Provisions to KCOM in August 2019. The Applicant has included Protective Provisions within Part 2 of Schedule 9 and the draft Order. The Applicant has received confirmation from KCOM that the Protective Provisions are acceptable.
346, 348, 350,	347, 352	Vodafone Limited	N/A	Vodafone has Apparatus within the Order Limits. The Applicant provided draft Protective Provision to Vodafone in September 2020. The Applicant has included Protective Provisions within Part 2 of Schedule 9 of the draft Order. The Applicant has received confirmation from Vodafone that the Protective Provisions are acceptable.
282, 325	323,	Ineos Manufacturing (Hull) Limited	N/A	Ineos has leasehold interests and rights within the Order Limits. The Applicant's solicitors are negotiating a Crossing Agreement with Ineos. An undertaking for Ineos' costs was provided 30th November 2020. The Applicant's solicitors sent comments on a draft agreement to Ineos' solicitors on 10 July 2021. The Applicant' solicitors are awaiting a response from Ineos' solicitors. Update for Deadline 2:



	Discussions representativ	es of t	 , ,	between EOS with reg	legal ards to
	the Crossing A Estimated tir the Examinat	nescal	mpletion: p	rior to the c	lose of