

**PLANNING INSPECTORATE REF: EN010125**  
**PLANNING ACT 2008 – SECTION 89 AND THE INFRASTRUCTURE PLANNING**  
**(EXAMINATION PROCEDURE) RULES 2010 – RUKES**

**EAST YORKSHIRE CONCRETE PRODUCTS LIMITED AND ALEXANDER DOUGLAS  
ROBINSON**

**APPLICATION BY RWE RENEWABLES UK DOGGER BANK SOUTH (WEST) LIMITED  
AND RWE RENEWABLES UK DOGGER BANK SOUTH (EAST) LIMITED FOR AN ORDER  
GRANTING DEVELOPMENT CONSENT FOR THE DOGGER BANK SOUTH OFFSHORE  
WIND FARMS**

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**WRITTEN REPRESENTATION  
ON BEHALF OF INTERESTED PARTIES**

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**Background and Interests**

1. This written representation is submitted on behalf of East Yorkshire Concrete Products Limited and Mr Alexander Douglas Robinson (in response to the application by RWE Renewables UK Dogger Bank South (West) Ltd and RWE Renewables UK Dogger Bank South (East) Ltd (RWE) (the Applicant) for an Order Granting Development Consent for the Dogger Bank South Offshore Wind Farms (the “Project”).
  
2. East Yorkshire Concrete Products Limited is the registered proprietor of land within HM Land Registry title numbers YEA52573 and YEA62984. The Book of Reference (Volume 4, November 2024) identifies East Yorkshire Concrete Products as having property interests as follows:
  - (a) As owner of Land Plan plot numbers 04-014, 04-016, 04-017, 04-018, 04-019 and 04-024 being land contained in Title Numbers YEA52573 and YEA62984; and

- (b) As owner of subsoil beneath public highway within Land Plan plots 04-012, 04-013, 04-015 and 04-020 being land contained within Title Number YEA52573.
3. Alexander Douglas Robinson has rights in respect of land within HM Land Registry title YEA62852. The Book of Reference (Volume 4, November 2024) identifies Alexander Douglas Robinson as having property interests as follows:
- (a) Rights to maintain a ditch located within Land Plan plot numbers 05-001 and 05-002 granted by a Conveyance dated 01 August 1984.
4. The Applicant seeks powers to compulsorily acquire new rights over plots 04-013, 04-014, 04-018, 04-024 and temporary possession of plots 04-012, 04-015, 04-016, 04-017, 04-019 and 04-020 (the Property).

### **Objection to Compulsory Acquisition**

5. The proposed onshore cable route from the Offshore Wind Farm is to commence at Skipsea and continue to Beverley. The Interested Parties object to the making of the Order as they have concerns regarding the impact of the Project on their land and rights in land.
6. The Interested Parties hold property which has been the subject of compulsory acquisition of land and rights in land under the Dogger Bank Creyke Beck Offshore Wind farm Order 2015 (the 2015 Order). The Interested Parties therefore have direct experience of the impact such a scheme, including the works authorised through the DCO process and the difficulties they have experienced in reaching agreement with the promoter of the 2015 scheme (Doggerbank Offshore Wind Farm Project 1 Projco Limited and the Doggerbank Offshore Wind Farm Project 2 Projco Limited (the Projco), companies controlled by Scottish and Southern Energy Limited and Equinor New Energy Limited.
7. Given their experiences of the 2015 Order scheme works and the impact, the Interested Parties have significant concerns regarding the current proposals and the impact it is likely to have on their property interests and businesses as well as their amenity.
8. In particular, the Interested Parties object to the Project for the following reasons:

- (a) Cable Depth and Future Movement of the Cables and Infrastructure;
- (b) Damage to Soil Quality/Health and Poor Reinstatement of Land to former agricultural condition;
- (c) Impact of the Project on the businesses of the Interested Parties;
- (d) Length of Occupation of the Onshore Export Cable Corridor/Easement Corridor and Management of Corridor during occupation and works;
- (e) The provision of adequate legal agreements (Unilateral Undertaking and Deed of Grant) to protect landowners' interests, including addressing the concerns expressed in a-d above.

### **Cable Depth and Movement**

9. The Interested Parties are concerned that the proposed depth of the proposed cabling in their land and the possible movement of that cabling over time could sterilise the land, leading a significant impact on the Interested Parties business.
10. The Property is high quality agricultural arable land, and the Interested parties are concerned that the Project will have a significant adverse impact the ability of the Interested Parties to continue to undertake agricultural operations in the event the cabling is not laid to the appropriate depth and future movement means safe operations are impeded.
11. In particular, the Interested Parties are concerned that the proposed depth of the cabling as set out in the draft Order will not be adhered to. This is critical to ensure that future agricultural operations undertaken after the Project has been completed are not hindered or made impracticable by the cabling depth. The depth of the cables should also take account of the possibility of future movement with adequate margins. The Interested Parties are concerned that, notwithstanding the proposed depths set out in the Project scheme documentation, the Applicant will fail to ensure that this is implemented across the Onshore Export Cable Corridor. As set out in the Environmental Statement – Non-Technical Summary (at page 33), the “*Onshore Export Cable Corridor will have a burial depth of approximately 1.6m*”. The Interested Parties are concerned that an approximate depth is not sufficient and that the Project should commit to an absolute minimum depth of 1.6m.
12. Normal field drains are laid to around 700mm below the soil surface, although there would need to be some margin of error. The 2015 Order scheme originally provided for a standard cable depth across the scheme corridor of 1.5m and this was set out in a Unilateral undertaking and

Corresponding Deed of Grant for the purposes of entering into voluntary agreements with the respective landowners. However, following completion of the 2015 scheme works, the developer would only commit to a cable depth of 0.9m. The concern of the Interested Parties is that the Project will adopt the same approach, with a vague commitment to an ‘approximate’ cable depth during the application process which is then eroded and not carried through to the construction phase. Such an approach has potentially serious implications if a cable is laid to a depth of 0.9m with potential field drain works being undertaken only 20cm above.

13. We respectfully request that the Order, if confirmed, includes a requirement that onshore cable depths are to be a minimum of 1.6m throughout the whole of the Onshore Export Cable Corridor. The Applicant should further commit to this through the provision of a Unilateral Undertaking and associated Deed of Grant to be offered to landowners specifying this minimum depth. Further, if the actual depth of the cabling is shown to be less than 1.6m, a requirement for the Developer to undertake works to lay the cabling to the appropriate depth and to compensate landowners for any losses which result.

### **Damage to Soil Quality**

14. The Interested Parties are concerned that the Project will degrade the soil health of the Property. The Property comprises high quality arable land and is classified Best and Most Versatile BMV agricultural land according to the Natural England Agricultural Land Classification mapping. Soil health is essential to the long term productive capacity of arable land and the Interested parties are concerned that the Applicant will not take appropriate steps to conserve soil health during the onshore cabling works.
15. We respectfully request that, if confirmed, the Order secures adequate protection for agricultural soils, including during excavations and reinstatement following cable laying. These protections should be secured both in the Order and through standard provisions within a Unilateral Undertaking and Deeds of Grant to be entered into with landowners. Such provision should include proper supervision and assessment of excavation and reinstatement of soils during the works programme by independent soil health experts to ensure that, for example, top soils are not mixed with deeper soils and the avoid compaction. Further, if as a result of the works the soils are shown to be compacted and/or the reinstatement has not been carried out to best practice, the Order should include specific provision requiring the Developer to reinstate the Property to its former condition.

### **Occupation of the Easement Corridor**

16. The Interested Parties are concerned that the Project will not hand back the relevant easement strip within a reasonable time of completion of the scheme works. In addition, the Interested Parties are concerned that access to landowners remaining property is retained throughout the duration of the works.
17. The Interested Parties were prevented from re-occupying the land which was required for the 2015 scheme works despite the developer in that case having completed the works, reinstated the land and having served completion notices. In that case, the Developer refused to allow the Interested Parties back into occupation, even on the basis of a licence to occupy, until such time as a formal Deed of Grant of Easement is entered into. This delay was compounded by the fact that the relevant compensation terms were not yet agreed. The Interested Parties are concerned that, should these delays be repeated in relation to the Project, this will cause them further unnecessary losses as it will prevent them from returning the relevant land to agricultural production, resulting in impacts of their businesses.
18. We respectfully request that, if confirmed, the Order makes specific provision that the land within the Export Cable Corridor is handed back (subject to the rights set out on the Order in a timely manner to allow farmers/landowners to reoccupy the land and undertake cultivations and other agricultural activities. This should be no later than the date of completion notices being issued and should not be delayed beyond the period when the Developer is no longer required to be in actual occupation. The Interested Parties should not be prevented from occupying the easement corridor and undertaking timely cropping activities as a means of putting pressure on them to agree compensation amounts or enter into deeds of grant. If required, such access could be granted on licence arrangements. It is submitted that enabling reoccupation of the Export Cable Corridor will help mitigate losses and therefore reduce the cost to the Project.
19. In the event the Order is confirmed, the Interested Parties are concerned the land is managed in accordance with good agricultural practice following backfill of the soil/reinstatement works. In particular, proper management of injurious weeds and appropriate pest control should be undertaken during the period of occupation. The Interested Parties are concerned that, if the works corridor is not properly managed this will lead to further time and costs being incurred in reinstating the land to its former agricultural condition and poor management will also likely

impact the land either side of the scheme corridor. Proper management of the scheme corridor is essential to mitigate losses and enable a timely handover of the land.

### **Unilateral Undertaking and Deed of Grant**

20. The Interested Parties are concerned that the Examination should review and agree a draft Unilateral Undertaking with associated Deed of Grant, and they wish to make separate submissions on the content. In particular, the Unilateral Undertaking should set out a clear timescale for reinstatement of the DCO land and transfer back to the relevant landowners, whether the rights are acquired by Notice to Treat/Notice of Entry or by way of a General Vesting Declaration. The Interested Parties are concerned that unless the terms of the Unilateral Undertaking and Deeds of Grant are reviewed and agreed through the Examination process, the interests of landowners will not be properly secured, and this will lead to delays and further costs being incurred. We respectively request that the Examination should allow time for settling these documents with input from the Interested Parties.

### **Summary**

21. The Interested Parties have a number of concerns regarding the Project and the impact it will have on their property and rights, as set out above. The Interested Parties respectfully request that their concerns are addressed through the Examination and that they are permitted to make further representations on the same and we reserve the right to make further representations during the course of the Examination process.

Loxley Solicitors Limited

29 January 2024