

White Rose Carbon Capture and Storage (CCS) Project

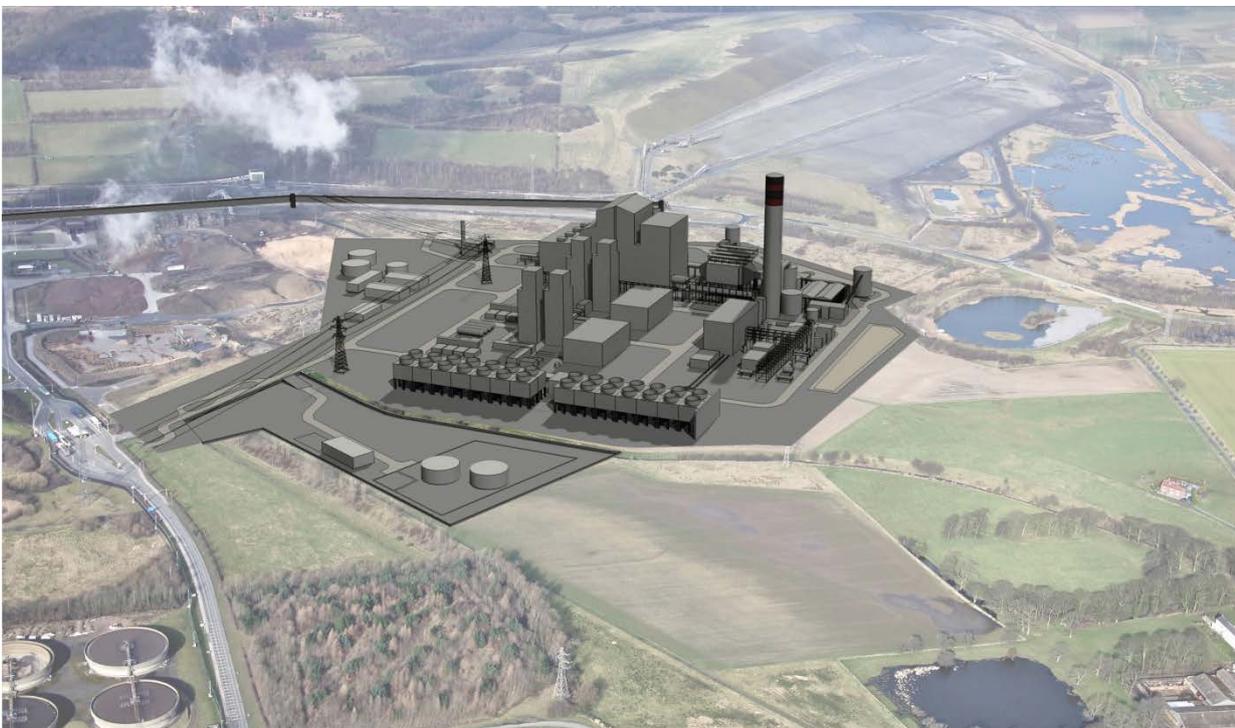
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The White Rose CCS (Generating Station) Order

Land adjacent to and within the Drax Power Station, Drax, near Selby, North Yorkshire

Schedule of Third Party Rights Holders (Part 3: Book of Reference - Status Update)

The Planning Act 2008



Applicant: Capture Power Limited
Date: June 2015

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1.0 INTRODUCTION

- 1.1 This document has been prepared in respect of Capture Power Limited's (the Applicant's) application (the Application) submitted, pursuant to Section 37 of The Planning Act 2008, for a Development Consent Order ('DCO') for the White Rose Carbon Capture and Storage ('CCS') Project (the 'Project') to the Secretary of State c/o The Planning Inspectorate ('PINS') on 21 November 2014. The Application was accepted for Examination on 17 December 2014.
- 1.2 The Project comprises the construction, operation and maintenance of a new thermal generating station (an ultra-supercritical oxy-fuel coal-fired power plant of up to 448 megawatts gross with the ability to co-fire biomass) that will be fitted with CCS technology in addition to associated development, on land within and adjacent to the existing Drax Power Station site, Drax, near Selby, North Yorkshire, YO8 8PH, within the administrative areas of North Yorkshire County Council and Selby District Council.
- 1.3 The document sets out the Applicant's further responses to Question 1.1 of the Examining Authority's First Written Questions. This Question required the Applicant to:
- "Provide a jointly agreed statement between the applicant and each affected person as to the progress made and current position of negotiations on reaching any agreement on the acquisition of land, and rights or easements. In each case, it should be stated what alternatives have been considered and why those alternatives were rejected. In the case of a statutory undertaker being an affected party, the statement should say whether the draft protective provisions in Schedule 12 have been agreed, if necessary."*
- 1.4 The Applicant's response to Question 1.1 (Document Ref. 9.1, submitted for Deadline 1), was broken down into three constituent parts in order to distinguish between the different classes of affected parties. Part 4 of the response related to "other persons with interests" and provided as follows:
- "In respect of all of the other individual persons with interests (listed in the Book of Reference) the applicant has not currently entered into negotiations with the relevant persons. Based on the investigative work carried out to date following the land referencing exercise, the applicant is currently confident, founded primarily on the remoteness of application, that these interests will not be engaged by the Project and that it will, therefore, not be necessary to rely on the compulsory acquisition of the relevant rights. This statement applies equally in respect of rights of an equivalent type held by a small number of developers and Barlow Parish Council. The applicant's investigations will complete shortly at which point it will be clear whether we are able to remove these individuals from the Book of Reference.*
- In respect of other corporate entities (excluding statutory undertakers) with interests, the applicant is currently working with the Drax legal and commercial team, as freeholder, to identify the ambit of such rights and secure any necessary consents and protections required by the relevant parties.*
- The applicant proposes to provide the Examining Authority with a revised version of the Book of Reference at Deadline 2 on 10 June 2015, in time to inform the Examining Authority in setting the agenda for the Compulsory Acquisition hearing due to take place on 2 July 2015."*
- 1.5 The Applicant has undertaken further title due diligence following submission of the responses to the Examining Authority's First Written Questions. As part of this process the Applicant has recently been able to obtain copies of original conveyances from the freehold owner of the site that are not available publicly and were not obtainable by the land referencing organisation when the Book of Reference was prepared.
- 1.6 These original documents have evidenced that the vast majority of the private rights and easements relating to the site derive from historic conveyances, when land was sold by the Secretary of State for Defence (the "SoS") to the Central Electricity Generating Board (the "CEGB"). These rights were preserved by the SoS for the benefit of its retained estate, which was then also subsequently divided up and sold to multiple purchasers, without the benefit of the covenants/rights necessarily being conveyed to the relevant purchasers. The Applicant has, therefore, considered the materiality and proximity to the Order land of these rights when assessing the impact and the proposed course of action, including whether it remains necessary to seek powers of compulsory acquisition in relation to them.

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- 1.7 This Status Schedule is provided by way of further response and update to Part 4 of the Applicant's response to Question 1.1. The Schedule is intended to specify the basis upon which the Applicant proposes to deal with each of the rights specified and the manner in which the Book of Reference may, subject to the views of the Examining Authority, be updated in due course. This is a matter that may require consideration and discussion at the Compulsory Acquisition hearing scheduled for 2 July 2015.

2.0 APPLICANT'S FURTHER RESPONSE TO QUESTION 1.1 (PART 4)

- 2.1 The Applicant's further response to the Examining Authority's Question 1.1, requesting detail as to the current status of negotiations regarding the acquisition of easements or other private rights proposed to be interfered with, suspended or extinguished is set out in Table 2.1 on the following pages of this document.
- 2.2 Table 2.1 includes the name of the relevant parties (specified as having the benefit of the right or interests), the relevant plots (within the Order limits, and as shown on the Land Plans, Document Ref. 4.2), the interest ID, the description of the interest and the Applicant's update on the latest position / status of negotiations. The entries within the Schedule have been grouped by reference to the nature of the interest so as to reduce duplication and accordingly the length of the Schedule.
- 2.3 No jointly agreed statements have currently been provided in respect of the parties listed within the Schedule, although they have been consulted, pursuant to Section 42 and have been notified pursuant to Section 56 of the Planning Act 2008. Indeed, no responses to the consultation were received and no representations made by any of the parties.
- 2.4 As indicated in the Applicant's Response to the Examining Authority's First Written Questions the Applicant is willing to submit an updated Book of Reference to take account of the necessary changes if the Examining Authority considers that this is appropriate. It will also submit further versions of the Schedule of Statutory Undertakers (submitted for Deadline I) to provide updates on the position for those statutory undertakers who are relevant to the Project and (if required) a further version of this Schedule.

Table 2.1 - Schedule of Third Party Rights Holders

Names	Land Affected (Plot Nos) ¹	Interest ID	Description of the Interest	Applicant's Update on Negotiations / Position
<p>Advanced Homes Limited, Amber Caroline Hilton, Andrea Schuurman, Andrew Curtis Dyson, Andrew Wilson, Ann Margaret Lobley, Anthony John Carter, Arthur Hields, Ashley Properties Limited, Barlow Parish Council, Billy Gundry, Brian Smith, Christine Thrall, Christine Tracy Elcock, Christopher Leslie Dell, Claire Louise Aitchison, Clare Cook, Clive Timmins, Daniel Robert Clifton, Darran Ernest Martin, Darren Anthony Lloyd Chappell, David Robert Cursley, Dianne Priestley, Donna Cartman, Eileen Pamela Brown, Emma Jane Henry, Emma Jane Mortimer, Emma Louise Kealey, Emma Victoria Gale, Fraser Elcock, Geoffrey Michael Dick, Gordon William Bloxham, Helen Elizabeth Ward, Helen Jeanette Ramsey, Iain Andrew Baldwin, Ian Muir, Jacobus Hendricus Schuurman, Jacqueline Smith, Jane Welburn, Jeanette Wilson, Jeremy Andrew Dickinson,</p>	<p>1, 2, 3, 4, 5</p>	<p>69</p>	<p>Covenant as to use of the land contained in a Conveyance dated 21 May 1982 between (1) the Secretary of State for Defence (the Vendor) and (2) CEGB (the Purchaser).</p> <p>The covenant restricts the Purchaser from using the property for any noisy, noxious or offensive trade or business or for any purpose that may become a nuisance damage or annoyance to the owner or occupiers of the retained land.</p> <p>The covenant is subject to the following proviso:</p> <p>“PROVIDED ALWAYS that the use of the property hereby conveyed or any part thereof in a proper manner for the purposes of the Purchaser’s undertaking</p>	<p>A review of a copy of the original conveyance, has demonstrated that the covenant is not absolute and is subject to the proviso noted in the description column. The purchaser’s undertaking has not changed from the time the covenant was originally granted.</p> <p>The DCO does not provide for any built development or change of use in respect of Plots 1-4, which will be used solely for the purpose of ash disposal, in the same manner that they are currently used by the existing Drax Power Station. The portion of Plot 5 that falls within the boundary of the land that is subject to the covenant is very small and it is, in fact, questionable as to whether it is inside the land boundary or not. It may, therefore, be possible to remove the relevant interests, insofar as they relate to Plot 5, from any updated version of the Book of Reference.</p> <p>The Applicant is not aware, having made enquiries with Drax, of any claims having been made to date in respect of breach of the covenant.</p> <p>Therefore, the Applicant considers that implementation of the DCO will not interfere with this interest or require the same to be suspended or</p>

¹ As currently specified in the Book of Reference

Names	Land Affected (Plot Nos) ¹	Interest ID	Description of the Interest	Applicant's Update on Negotiations / Position
<p>Jeremy Priestley, Joanna Elizabeth Holmes, John Robert Cartman, Jonathan Richard Hilton, Julia Marie Allen, June Mary O'Brien, June Patricia Turnbull, Karen Beverley Chappell, Karen Deborah Leake, Karen Timmins, Keith Aitchison, Keith Charles Henry, Kelly Marie Scrivener, Kevin Burns, Kevin James Leake, Kevin Maurice, Gaynor Lance Ward, Margaret Horsley, Maria Morris, Marion Joan Bloxham, Mark Anthony Kealey, Mark Gary Thorley, Mark Langhorn, Matthew James Taylor, Melvyn Eric Jobling, Michael Andrew Brown, Michael Philip Dixon, Michelle Rose Ann Burns, Neil Robert Morris, Nichola Claire Dell, Nicholas John Gale, Nigel Antony Ford, Nola Marie Pears, Pamela Jane Loble, Paul Joseph O'Brien, Paul Welburn, Peter Loble, R.E. Wright (Builders) Limited, Rachel Louise Langhorn, Richard Eyre Maulkinson, Robert John Andrew Holmes, Robert Munn, Rosalie Anson, Sally Anne Ford, Sarah Louise Campbell-Baldwin, Sharon Dawn Dickinson, Sharon Louise Martin, Shirley Cursley, Simon Gear Lawrence, Sophie Gemma Langan, Stephen William Cook, Susan Carter, Susan Elaine Dyson, Suzanne Jobling, Timothy Mark</p>			<p>shall not constitute a breach of this covenant or give rise to any claim by the Vendor, or other person or persons entitled to the benefit of this covenant against the Purchaser thereunder."</p>	<p>extinguished and accordingly that the CPO powers requested and jointly agreed statements are not necessary.</p>

Names	Land Affected (Plot Nos) ¹	Interest ID	Description of the Interest	Applicant's Update on Negotiations / Position
Thrall, Unknown, W Bailey Developments Limited, Yorkshire Water Services Limited, Yvette Gundry.				
Gordon William Bloxham, Marion Joan Bloxham, Kevin Burns, Michelle Rose Ann Burns, Andrew Curtis Dyson, Susan Elaine Dyson, Claire Louise Aitchison, Keith Aitchison	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 31, 33, 36, 41, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65	14, 57, 58 and 59	Rights to use and maintain electricity cables, water pipes, channels, mains, sewers and drains and related right of entry contained in Conveyances dated 19 November 1982, 3 August 1982, 19 November 1982 and 31 January 1983 for the benefit of the land at 30, 32, 48, 46, Park Lane, Barlow, respectively	<p>A review of the plans accompanying the relevant conveyances has determined that the right of entry only relates to the “retained land” shaded green – this land is not within the DCO redline.</p> <p>The residual rights relate to the free passage of services through any service media serving the properties that may be in, over or under the retained land or any neighbouring land formerly owned by the Vendor. Further investigation has determined that the neighbouring land formerly owned would cover the land sold to CEGB by the SoS under the conveyances dated 9 October 1974 and 21 May 1982. The applicable plots would therefore be Plots 1-4 and potentially 5 and 8.</p> <p>The Applicant understands that the concept of neighbouring land is not necessarily restricted to land immediately abutting the properties. However, the areas conveyed by the SoS were extremely large (circa 300 acres and 184 acres respectively) and the parcels of DCO land that are burdened are, in all instances, substantial distances from the properties at Park Lane Barlow.</p> <p>It would be extremely unlikely, given the proximity of the properties to the DCO land, that these rights would be affected.</p>

Names	Land Affected (Plot Nos) ¹	Interest ID	Description of the Interest	Applicant's Update on Negotiations / Position
				<p>Further, in respect of any existing service media located within the DCO limits, the Applicant is in the process of negotiating protective provisions in respect of works to be carried out in proximity to apparatus belonging to relevant statutory undertakers.</p> <p>Therefore, the Applicant considers that implementation of the DCO will not interfere with these interests or require the same to be suspended or extinguished and accordingly that the CPO powers requested and jointly agreed statements are not necessary.</p>
Arthur Hields, Dianne Priestley, Jeremy Priestley, unknown	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 31, 33, 36, 41, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65	60 and 61	Rights to use and maintain electricity cables, water pipes, channels, mains, sewers and drains and related right of entry contained in Conveyances dated 4 December 1985, 11 April 1986, for the benefit of the land at (54 and 58) and 25, Park Lane, Barlow, respectively	The rights are equivalent to those specified above in relation to interest IDs 14, 57, 58 and 59 save that the retained land is edged blue on the relevant conveyances. The analysis and outcome set out above is also of application.
Barlow Parish Council	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 31, 33, 36, 41, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53,	63	Rights to use and repair the sewers, drains, wires cables and pipes and related right of entry contained in a Conveyance dated 4 October 1990	The rights of the Council to use and enter upon land for the purpose of repairing service media relate to any part of the Vendor's adjacent property i.e. the entirety of the Drax estate. Whilst the applicant considers that the risk of these rights interfering with the DCO land is negligible, it has written to Barlow Parish Council to seek to procure the extinguishment of the relevant right, insofar as the

Names	Land Affected (Plot Nos) ¹	Interest ID	Description of the Interest	Applicant's Update on Negotiations / Position
	54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65			Order limits are concerned.
Yorkshire Water Services Limited	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 31, 33, 36, 41, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65	409	Not to erect any building nor plant any trees on the restricted strip of land; not to lower the surface of the said strip so as to reduce the cover of the soil; not to construct any stack or foldyard or ornamental garden on the said strip; not to damage the apparatus, as contained in a Conveyance dated 14 September 1987	A copy of the original conveyance and associated land plan has now been obtained. The plan confirms the location of the relevant apparatus and the restricted strips, which are not within the DCO limits. This interest ID is no longer considered relevant and it is proposed that it be removed from an updated version of the Book of Reference.
Yorkshire Water Services Limited	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 31, 33, 36, 41, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65	410	Rights to use and maintain sewerage apparatus and water pipes and related right of way contained in a Conveyance dated 14 September 1987	A copy of the original conveyance and associated land plan has now been obtained. The plan confirms the location of the sewage treatment works and the apparatus within the retained land, which are not within the DCO limits. This interest ID is no longer considered relevant and it is proposed that it be removed from an updated version of the Book of Reference.
Jacqueline Smith	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29,	411	Right of entry over Retained Land for the purpose of constructing, repairing, maintaining and renewing the boundary wall contained in a	The right of entry is only granted "so far as may be reasonably necessary" for the purposes of constructing and repairing the boundary wall. The boundary of the property is not within or in remote proximity to the land that is the subject of the DCO.

Names	Land Affected (Plot Nos) ¹	Interest ID	Description of the Interest	Applicant's Update on Negotiations / Position
	31, 33, 36, 41, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65		Transfer dated 27 January 2003	The Applicant considers that implementation of the DCO will not interfere with these interests or require the same to be suspended or extinguished and accordingly that the CPO powers requested in relation to this right and the provision of jointly agreed statements are not necessary.
Daniel Gath Homes Limited	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 31, 33, 36, 41, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65	412	Rights to use and maintain gas, water, electricity and other appropriate services and related right of entry over Retained Land contained in a Transfer dated 17 November 2003 between (1) AES Drax Limited and (2) DJG Developments Limited	<p>The issue/relevance is that the definition of "Retained Land" refers to Drax Power Station, Drax being all the land registered to Drax and is not restricted to neighbouring land. However, the right of entry may only be exercised "so far as reasonably necessary" following prior notice and is not an absolute right to enter upon any of the Drax estate. Given the distance of the properties, that were subsequently developed by the interested party, from the DCO redline it would be reasonable to assume that access to the DCO land would not be reasonably necessary.</p> <p>The Applicant considers that implementation of the DCO will not interfere with these interests or require the same to be suspended or extinguished and accordingly that the CPO powers requested in relation to this right and the provision of jointly agreed statements are not necessary.</p>
Church Hill Developments	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 31, 33, 36, 41, 43, 44, 45, 46, 47, 48,	413	Rights to use and maintain gas, water, electricity and other appropriate services and related right of entry contained in a Transfer dated 30 January 2003 between (1) Drax Power Limited and (2)	As above for interest ID 412

Names	Land Affected (Plot Nos) ¹	Interest ID	Description of the Interest	Applicant's Update on Negotiations / Position
	49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65		Church Hill Developments Limited	
E.ON UK plc, EDF Energy plc, National Grid plc, RWE NPower Group plc	1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 29, 31, 33, 36, 41, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65	422	Rights to transport goods over land contained in an Agreement dated 31 March 1990	<p>The Applicant has now obtained a copy of the Berthing Agreement dated 31 March 1990 which was entered into as part of the process of privatisation of the CEGB.</p> <p>The Agreement requires the Berth Companies (of which Drax as successor of National Power PLC is one) to make the Berths (including the jetty Berth at Drax) available to one another for the loading and unloading of cargoes. However, this right is only granted "in so far as they are able to do so". Clause 16 also provides that "it is agreed that this Agreement does not oblige any party to retain any Berth or access are for longer than it requires".</p> <p>The Applicant has written to each of the relevant interested parties to ascertain whether they propose to exercise the rights specified in the Berthing Agreement at any times that would conflict with the intended use by CPL. The intention is to procure agreement by the parties not to exercise such rights in a manner that would conflict with the Project and to confirm that Drax and CPL have priority of access.</p>
Barlow Parish Council	1, 5, 15	408	Rights of light, air, water, drainage, passage and all other liberties, privileges, easements and quasi-easements contained in a	The Applicant believes that this right was attributed to Barlow Parish Council in error and that the original beneficiaries of the rights preserved under the conveyance are actually unknown as they were never specified in the original conveyance.

Names	Land Affected (Plot Nos) ¹	Interest ID	Description of the Interest	Applicant's Update on Negotiations / Position
			Conveyance dated 14 May 1986	Of the plots (specified on the Drax title plan) that the rights relate to, only one (title plan plot 50) falls within the DCO limits. This plot is land locked on all sides by other parcels of land owned by Drax. The Applicant is, therefore, confident that the beneficiary of the rights must actually be the successor in title of the neighbouring plots from the SoS, namely Drax. This interest ID is, therefore, no longer considered relevant and it is proposed that it be removed from an updated version of the Book of Reference.
Drawsign Image Engineering Limited, Power Minerals Limited	33, 50, 54, 56	638	Right of access appurtenant to the Drax Business Park	The rights of access afforded to Drawsign and Power Minerals may be impacted to a minor extent but are not proposed to be obstructed as a result of the Project. The Applicant has, therefore, written to the relevant parties with the intention of entering into a mutually acceptable agreement regarding the use of access rights.
Yorkshire Water Services	5, 11, 15, 48	62, 66, 67	Rights as to use of the land contained in a Conveyance dated 9 October 1974 between (1) the Secretary of State for Defence and (2) CEGB, including the right to erect buildings on the retained land and a restrictive covenant for the benefit of the retained land that the property conveyed would not be used for any noisy, noxious or offensive	<p>Further title due diligence and obtaining a copy of the original conveyance plan has demonstrated that a substantial proportion of the retained land, including DCO plots 1-4, is actually land that was ultimately also sold by the SoS to CEGB under the conveyance dated 21 May 1982, referred to under interest ID 69. Therefore, Drax would now have the benefit of these rights insofar as they relate to the land conveyed in 1982.</p> <p>There are certain residual areas of retained land that have not been subsequently conveyed to Drax, the primary ones are shaded green on the title plan</p>

Names	Land Affected (Plot Nos) ¹	Interest ID	Description of the Interest	Applicant's Update on Negotiations / Position
			<p>trade.</p> <p>The covenant is subject to the following proviso:</p> <p><i>“PROVIDED ALWAYS that the use of the property hereby conveyed or any part thereof in a proper manner for the purposes of the Purchaser’s undertaking shall not constitute a breach of this covenant or give rise to any claim by the Vendor, or other person or persons entitled to the benefit of this covenant against the Purchaser thereunder.”</i></p>	<p>and are owned by Yorkshire Water Services (as owner of the Barlow Sewage Works), Barlow Parish Council, although certain properties at Barlow may also be affected. These parties would have the benefit of the restrictive covenant in respect of noisy or noxious trades.</p> <p>A review of a copy of the original conveyance, has demonstrated that the covenant is not absolute and is subject to the proviso noted in the description column. The purchaser’s undertaking has not changed from the time the covenant was originally granted.</p> <p>The original conveyance and the title plans have also indicated that the applicable Plots (that formed part of the land originally conveyed) are Plots 5, 11 (and potentially 7 and 8) which relate solely to the tie ins for the OPP site to the existing Drax service infrastructure on the existing Drax operational site. The Applicant is not aware, having made enquiries with Drax, of any claims having been made to date in respect of breach of the covenant.</p> <p>Therefore, the Applicant considers that implementation of the DCO will not interfere with this interest or require the same to be suspended or extinguished and accordingly that the CPO powers requested and jointly agreed statements are not necessary.</p>
Yorkshire Water Services	5, 11, 15, 48	67	Rights to use and maintain electricity cables, gas and water pipes, channels and	As above – the residual parties with the benefit of these rights are Yorkshire Water, Barlow Parish Council and certain properties in Barlow. The

Names	Land Affected (Plot Nos) ¹	Interest ID	Description of the Interest	Applicant's Update on Negotiations / Position
			drains and related right of entry contained in a Conveyance dated 9 October 1974	<p>relevant plots are a substantial distance away from the affected DCO plot numbers and for the reasons specified above.</p> <p>In respect of Barlow Parish Council, the area was conveyed by National Power (Drax's predecessor) in 1990 - the Applicant has written to Barlow Parish Council in this regard (see Interest ID 63 above). In respect of Yorkshire Water, the extent of the relevant service media is apparent from the subsequent conveyance in 1987 (see Interest ID 410 above) and not within the DCO limits.</p> <p>In respect of the Barlow properties the analysis and outcome specified in relation to in Interest IDs 14, 57, 58, 59, 60 and 61 is of application.</p>
Cemex UK Operations Limited	5, 6, 9, 10, 33, 50, 54, 56	637	Right of access appurtenant to the Cemex operational site	The rights of access afforded to Cemex may be impacted to a minor extent but are not proposed to be prevented as a result of the Project. The Applicant has, therefore, written to the relevant party with the intention of entering into a mutually acceptable agreement regarding the use of access rights.
Selby Area Internal Drainage Board	5, 7, 8, 9, 10, 12, 15, 16, 17, 18, 48	608	Any works within 7m either side of (Carr Dyke) drain require consent within the board's bylaws and Land Drainage Act 1991	A meeting was held on 24 July 2014 at Drax Power Station with Mr Paul Jones of Selby Internal Drainage Board. At the meeting it was noted that the design of the Power Station encroaches on the Northern side of Carr Dyke with the 7m distance from the top of the bank. CPL undertook to ensure that the IDB can gain access from the South side of Carr Dyke and confirm how this would be facilitated by the development. Formal agreement on this

Names	Land Affected (Plot Nos) ¹	Interest ID	Description of the Interest	Applicant's Update on Negotiations / Position
				point will be sought as part of the consenting application process that is currently underway.
Unknown	9, 24, 61, 64	65	Rights to pass and re-pass over contained in a Conveyance dated 20 February 1967 between (1) Brigadier Ian Darsie Watson and (2) the CEGB	<p>The party with the benefit of this right was originally listed as being unknown (the original beneficiary being Brigadier Ian Darsie Watson).</p> <p>The current occupiers of the land with the benefit of the said access right, pursuant to an agricultural tenancy, are David Charles Darsie Watson and Richard Ian Watson. The freehold in this land is owned by Drax Power Limited. The agricultural tenancy is due to be surrendered prior to or shortly after Deadline 2. However, a new long term farm business tenancy of the land with the benefit of the access right will shortly be granted to Richard Ian Watson (the tenant). Provision has, therefore, been made within the lease to confirm that the tenant will not seek to exercise any historical title rights that may pertain to the land, which would include this access right.</p> <p>The Applicant, therefore, considers that a suitable agreement has been reached and accordingly that the requested CPO powers and jointly agreed statements are no longer required.</p>