



# Hornsea Project Four: Compulsory Acquisition

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

**Deadline 6, Date: 27 July 2022**

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Ver. A

## Revision Summary

| <i>Rev</i> | <i>Date</i> | <i>Prepared by</i> | <i>Checked by</i>                   | <i>Approved by</i>    |
|------------|-------------|--------------------|-------------------------------------|-----------------------|
| 01         | 29/03/2022  | Helen Gray, Orsted | Claire Brodrick, Pinsent Masons LLP | John Galloway, Orsted |
| 02         | 10/05/2022  | Dalcour Maclaren   | Helen Gray, Orsted                  | John Galloway, Orsted |
| 03         | 20/06/2022  | Dalcour Maclaren   | Helen Gray, Orsted                  | John Galloway, Orsted |
| 04         | 27/07/2022  | Dalcour Maclaren   | Helen Gray, Orsted                  | John Galloway, Orsted |

## Revision Change Log

| <i>Rev</i> | <i>Page</i>  | <i>Section</i> | <i>Description</i>  |
|------------|--|----------------|---|
| 01         | N/A  | N/A            | Submitted at Deadline 2   |
| 02         | 3-5, 7-9, 12-26, 28, 34-37, 39<br><br>13-14, 18, 19, 22<br><br>8, 10, 12, 15, 16, 20, 21, 24, 25, 27, 29, 31-33, 35-38, 40 | N/A            | Plot numbers amended to align with the Book of Reference and include all rights and interests in land that each party hold.<br><br>Land interests updated (added/deleted).<br><br>Updates to negotiations added for Deadline 4. |
| 03         | 10-12, 15-16, 20, 23, 26, 28-30, 32-34, 36-39, 41, 43  | N/A            | Updates to negotiations added for Deadline 5.   |
| 04         | 11, 13, 15, 17, 21, 27, 29, 30, 31, 34-36, 39, 41, 44, 46  | N/A            | Updates to negotiations added for Deadline 6.   |
|            |  |                |   |
|            |  |                |   |

## 1. Deadline 2 update on negotiations with landowners and occupier

| Plot Numbers  | Land Interest               | Reason for acquisition or temporary use   | Status of Negotiations  |
|---|-----------------------------|---|---|
| 2, 2A, 3, 3A, 4, 4A, 6, 6A, 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.<br><br>Temporary use for construction of the onshore export cable route (including access). | The Applicant has concluded a Voluntary Agreement with Glendon Estates. |
| 2, 2A, 3, 3A, 9, 10, 12, 14, 15, 19   | Geoffrey Riby (Occupier)    | New rights and the imposition of restrictions for the onshore export cable route.<br><br>Temporary use for construction of the onshore export cable route (including access). | The Applicant has concluded a Voluntary Agreement with Mr Riby.         |
| 4, 4A, 6, 6A, 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.<br><br>Temporary use for access for construction of the onshore export cable route.         | The Applicant has concluded Voluntary Agreements with Mr Warkup.        |

# Hornsea 4



| Plot Numbers                   | Land Interest               | Reason for acquisition or temporary use   | Status of Negotiations  |
|--------------------------------|-----------------------------|---|---|
| 18, 21, 22, 23, 24, 25, 27, 29 | Graham Warkup (Occupier)    | New rights and the imposition of restrictions for the onshore export cable route.<br><br>Temporary use for access for construction of the onshore export cable route. | The Applicant has concluded a Voluntary Agreement with Mr Warkup. |
| 18, 21, 22, 23, 24, 25, 27, 29 | Martin Warkup (Occupier)    | New rights and the imposition of restrictions for the onshore export cable route.<br><br>Temporary use for access for construction of the onshore export cable route. | The Applicant has concluded a Voluntary Agreement with Mr Warkup. |
| 18, 21, 22, 23, 24, 25, 27, 29 | Neil Warkup (Occupier)      | New rights and the imposition of restrictions for the onshore export cable route.<br><br>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.   |

# Hornsea 4



| Plot Numbers  | Land Interest   | Reason for acquisition or temporary use   | Status of Negotiations   |
|---|---|---|--|
| 2, 2A, 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.<br><br>Temporary use for access for construction of the onshore export cable route. | The Applicant has concluded a Voluntary Agreement with Mr Tennant.   |
| 2, 2A, 28, 30, 32, 33, 34, 37, 38, 39, 40, 41, 42, 43, 45, 46, 48, 50, 51, 52                     | 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, 71, 72, 73  | C. C. Reed & Company Limited (Landowner/Occupier)                             | New rights and the imposition of restrictions for the onshore export cable route.<br><br>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.<br><br>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.<br><br>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 Sanhouse Pensioner Trust Company Limited (Landowner) | New rights and the imposition of restrictions for the onshore export cable route.<br><br>Temporary use for construction of the onshore export cable route.        | The Applicant has concluded a Voluntary Agreement with The Sanhouse Pensioner Trust 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.<br>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.<br><br>Update for Deadline 2:<br><br>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<br><br>Update for Deadline 2:<br><br>The Applicant has concluded a Voluntary Agreement with Ms Robinson.                          |

# Hornsea 4



| Plot Numbers   | Land Interest   | Reason for acquisition or temporary use   | Status of Negotiations   |
|--|---|---|--|
| 86, 87   | 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, 93                                     | Jessie Morris and Rachel Norman (Landowner)           | New rights and the imposition of restrictions for the onshore export cable route.<br><br>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.  |
| 87, 88, 89, 91   | Samuel Morris and James Morris (Occupier)             | New rights and the imposition of restrictions for the onshore export cable route.<br><br>Temporary use for access for construction of the onshore export cable route.         | The Applicant has concluded a Voluntary Agreement with Messrs Morris.  |
| 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107 | Christopher Foreman and Christine Foreman (Landowner) | New rights and the imposition of restrictions for the onshore export cable route.<br><br>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.<br><br>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.<br><br>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. |

| Plot Numbers   | Land Interest                | Reason for acquisition or temporary use   | Status of Negotiations   |
|--|------------------------------|---|--|
|  |                              |   | <p>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.</p> <p>The Applicant is confident that a voluntary agreement will be entered into prior to the close of the Examination.</p> <p>Update for Deadline 2:</p> <p>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.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p>Update for Deadline 4:</p> <p>The Applicant has now concluded a Voluntary Agreement with Mr and Mrs Foreman (3 May 2022).</p> |
| 108, 109, 111, 112, 113, 114, 117, 118, 119, 120, 123, 126 | WAA Wind Limited (Landowner) | New rights and the imposition of restrictions for the onshore export cable route. | <p>The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion with WAA Wind Limited.</p> <p>Update for Deadline 2:</p> <p>The Applicant has concluded a Voluntary Agreement with WAA Wind Limited.</p>  |



| Plot Numbers  | Land Interest                                      | Reason for acquisition or temporary use  | Status of Negotiations   |
|---|--|--|--|
| 109, 110, 111, 112, 113, 114, 116, 117, 119, 120, 122, 123, 126 | Christopher Branston Foster (Landowner)            | New rights and the imposition of restrictions for the onshore export cable route.  | <p>The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion with Mr Foster.</p> <p>Update for Deadline 2:</p> <p>The Applicant has concluded a Voluntary Agreement with Mr Foster.</p>  |
| 109, 110, 111, 112, 113, 114, 116, 117, 119, 120, 122, 123, 126 | Richard Edward Foster (Landowner)                  | <p>New rights and the imposition of restrictions for the onshore export cable route.</p> <p>Temporary use for access for construction of the onshore export cable route.</p> | <p>The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion with Mr Foster.</p> <p>Update for Deadline 2:</p> <p>The Applicant has concluded a Voluntary Agreement with Mr Foster.</p>  |
| 109, 110, 111, 112, 113, 114, 116, 117, 119, 120, 122, 123, 126 | Susan Verena Foster (Landowner)                    | New rights and the imposition of restrictions for the onshore export cable route.  | <p>The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion with Ms Foster.</p> <p>Update for Deadline 2:</p> <p>The Applicant has concluded a Voluntary Agreement with Ms Foster.</p>  |
| 110, 112, 111, 113, 114, 115, 116, 117, 118, 123                | Peter, Paul, Patrick and Morean Plewes (Landowner) | New rights and the imposition of restrictions for the onshore export cable route.  | <p>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.</p> <p>Negotiations are ongoing with the landowners and their representative, Mr Tom Julian of Ulllyotts (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.</p> |

| Plot Numbers | Land Interest | Reason for acquisition or temporary use | Status of Negotiations  |
|--------------|---------------|---|---|
|              |               |   | <p>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:</p> <ol style="list-style-type: none"> <li>1) The possibility of restricted access and use of Brigham Bridge.</li> <li>2) The ongoing maintenance of the access and Brigham Bridge.</li> </ol> <p>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.</p> <p>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.</p> <p>Update for Deadline 2:</p> <p>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.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p>Update for Deadline 4:</p> <p>Draft legal documents have now been finalised and are with the landowners' legal representative for completion.</p> <p>Update for Deadline 5:</p> |

| Plot Numbers                      | Land Interest                              | Reason for acquisition or temporary use   | Status of Negotiations  |
|-----------------------------------|--|---|---|
|                                   |  |   | <p>Draft legal documents remain with the landowners' legal representative for completion.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p>Update for Deadline 6:</p> <p>Draft legal agreements remain with legal representatives of the landowners. The Applicant understands from communication with the landowner's agent that the landowner's solicitor will be reviewing the draft agreements week commencing 25<sup>th</sup> July 2022 and will revert with comments thereafter.</p>  |
| 107, 108, 121, 122, 123, 124, 125 | The Driffield Navigation Trust (Landowner) | New rights and the imposition of restrictions for the onshore export cable route. | <p>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.</p> <p>Negotiations are ongoing with the landowner and their representative, Mr Tom Julian of Ulyyotts (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.</p> <p>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.</p> <p>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.</p> |

| Plot Numbers | Land Interest | Reason for acquisition or temporary use | Status of Negotiations  |
|--------------|---------------|---|---|
|              |               |   | <p>Update for Deadline 2:</p> <p>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.</p> <p>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.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p>Update for Deadline 4:</p> <p>Draft legal agreements are currently with legal representatives of The Driffield Navigation Trust and discussions are ongoing on matters relating to compensation and restricting opening times for the bridge.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p>Update for Deadline 5:</p> <p>Draft legal agreements are still currently with legal representatives of The Driffield Navigation Trust. A meeting between the agents of both parties took place on 6 June 2022 and discussions are ongoing on matters relating to compensation and restricting opening times for the bridge.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> |

| Plot Numbers                                | Land Interest                             | Reason for acquisition or temporary use  | Status of Negotiations  |
|---|---|--|---|
|   |   |  | <p>Update for Deadline 6:</p> <p>Draft legal agreements remain with legal representatives of The Driffield Navigation Trust. The Applicant understands from communication with the landowner’s agent that the landowner’s solicitor will be reviewing the draft agreements week commencing 25<sup>th</sup> July 2022 and will revert with comments thereafter.</p> <p>Additional wording has been added to the draft DCO to deal with rights of navigation and The Driffield Navigation Trust have been sent a copy of those updates. The Applicant has not received any further comments from the Trust.</p> |
| 127, 128, 129, 130, 131, 132, 139           | Michael Braim (Landowner)                 | <p>New rights and the imposition of restrictions for the onshore export cable route.</p> <p>Temporary use for access for construction of the onshore export cable route.</p> | The Applicant has concluded a Voluntary Agreement with Mr Braim.  |
| 133, 134, 135, 136, 137, 138, 140, 141, 142 | David Lovel and Suzanne Lovel (Landowner) | <p>New rights and the imposition of restrictions for the onshore export cable route.</p> <p>Temporary use for access for construction of the onshore export cable route.</p> | The Applicant has concluded a Voluntary Agreement with Mr and Ms Lovel.   |

# Hornsea 4



| Plot Numbers            | Land Interest  | Reason for acquisition or temporary use   | Status of Negotiations   |
|-------------------------|--|---|--|
| 143, 144                | 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.  |
| 143, 144, 145, 146, 147 | Ian 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.  |
| 148, 152, 153, 154, 155 | Andrew Thompson, John Thompson and Pamela Thompson (Landowner) | New rights and the imposition of restrictions for the onshore export cable route.<br><br>Temporary use for access for construction of the onshore export cable route. | The Applicant has concluded a Voluntary Agreement with Messrs and Ms Thompson.   |
| 156, 157, 159           | Bridge House Farm Watton Limited (Landowner)                   | New rights and the imposition of restrictions for the onshore export cable route.<br><br>Temporary use for construction of the onshore export cable route.            | <p>The Applicant has agreed principal Head of Terms and legal agreements are in negotiation by both parties legal representatives.</p> <p>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.</p> <p>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.</p> <p>The Applicant remains engaged with Bridge House Watton Limited's appointed legal team and land agent in order to develop a</p> |

| Plot Numbers | Land Interest  | Reason for acquisition or temporary use   | Status of Negotiations   |
|--------------|--|---|--|
|              |  |   | <p>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.</p> <p>Update for Deadline 2:</p> <p>Engrossments of the voluntary land agreements have now been prepared and are currently with the parties for signature.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p>Update for Deadline 4:</p> <p>Completion of the land agreements is currently pending receipt of a third party consent.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p>Update for Deadline 5:</p> <p>Completion of the land agreements is still pending receipt of a third party consent.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p>Update for Deadline 6:</p> <p>The Applicant has concluded a Voluntary Agreement with Bridge House Farm Watton Limited.</p> |
| 157, 159     | Warrendale Farms Limited and Wot-A-Pullet Limited and Wot- | New rights and the imposition of restrictions for the onshore export cable route. | The Applicant has agreed principal Head of Terms and legal agreements are in negotiation by the parties legal representatives.   |

| Plot Numbers | Land Interest             | Reason for acquisition or temporary use                           | Status of Negotiations   |
|--------------|---------------------------|---|--|
|              | An-Egg (Occupier) Limited | Temporary use for construction of the onshore export cable route. | <p>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.</p> <p>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.</p> <p>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.</p> <p>Update for Deadline 2:</p> <p>Engrossments of the voluntary land agreements have now been prepared and are currently with the parties for signature.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p>Update for Deadline 4:</p> <p>Completion of the land agreements is currently pending receipt of a third party consent.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p>Update for Deadline 5:</p> <p>Completion of the land agreements is still pending receipt of a third party consent.</p> |



| Plot Numbers  | Land Interest   | Reason for acquisition or temporary use  | Status of Negotiations   |
|---|---|--|--|
|   |   |  | <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p>Update for Deadline 6:</p> <p>The Applicant has concluded a Voluntary Agreement with Warrendale Farms Limited.</p>  |
| 159, 161, 162, 163, 164, 165, 166   | Paul Walker and Penny Anne Walker (Landowner)             | <p>New rights and the imposition of restrictions for the onshore export cable route.</p> <p>Temporary use for access for construction of the onshore export cable route.</p>         | The Applicant has concluded a Voluntary Agreement with Mr Walker.  |
| 167, 168, 169, 170, 175   | Nicholas and Robin Sinkler (Landowner/Occupier)           | New rights and the imposition of restrictions for the onshore export cable route.  | <p>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.</p> <p>Update for Deadline 2:</p> <p>The Applicant has concluded Voluntary Agreements with Messrs Sinkler both in their Landowner and Occupier capacity.</p> |
| 171, 172, 173, 174, 175, 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, | Henry Hotham, David Brotherton, Henry Trotter (Landowner) | <p>New rights and the imposition of restrictions for the onshore export cable route.</p> <p>Temporary use for construction of the onshore export cable route (including access).</p> | <p>The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion the Dalton Estate.</p> <p>Update for Deadline 2:</p> <p>The Applicant has concluded a Voluntary Agreement with the Dalton Estate.</p>   |

| Plot Numbers   | Land Interest                 | Reason for acquisition or temporary use   | Status of Negotiations   |
|--|-------------------------------|---|--|
| 208, 209, 210, 211, 212, 213, 214, 215, 218, 219   |                               |   |  |
| 170, 171, 172, 174<br>173  | John Duggleby<br>(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.<br><br>Update for Deadline 2:<br><br>The Applicant has concluded a Voluntary Agreement with Mr Duggleby. |
| 176, 177   | Samuel Beachell<br>(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.<br><br>Update for Deadline 2:<br><br>The Applicant has concluded a Voluntary Agreement with Mr Beachell. |
| 177, 179, 178, 180   | Malcolm Bayes<br>(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.<br><br>Update for Deadline 2:<br><br>The Applicant has concluded a Voluntary Agreement with Mr Bayes.       |
| 178, 179, 180, 181, 182, 183, 184, 185, 187, 188, 189, 190, 191, 192, 193, 195, 196, 197, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216 | Anthony Ireland<br>(Occupier) | New rights and the imposition of restrictions for the onshore export cable route.<br><br>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 Ireland.<br><br>Update for Deadline 2:<br><br>The Applicant has concluded a Voluntary Agreement with Mr Ireland.   |

| Plot Numbers   | Land Interest                                    | Reason for acquisition or temporary use  | Status of Negotiations  |
|--|--|--|---|
| 193, 194   | Alistair Grant (Occupier)                        | <p>New rights and the imposition of restrictions for the onshore export cable route.</p> <p>Temporary use for construction of the onshore export cable route (including access).</p> | <p>The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion with Mr Grant.</p> <p>Update for Deadline 2:</p> <p>The Applicant has concluded a Voluntary Agreement with Mr Grant.</p> |
| 211  | Andrew Farnaby (Occupier)                        | New rights and the imposition of restrictions for the onshore export cable route.  | The Applicant has concluded a Voluntary Agreement with Mr Farnaby.  |
| 212  | Christopher, David and Samuel Buckton (Occupier) | New rights and the imposition of restrictions for the onshore export cable route.  | The Applicant has concluded a Voluntary Agreement with Messrs Buckton.  |
| 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224,                    | J.S.R Farms Limited (Landowner)                  | <p>New rights and the imposition of restrictions for the onshore export cable route.</p> <p>Temporary use for access for construction of the onshore export cable route.</p>         | The Applicant has concluded a Voluntary Agreement with J.S.R Farms Limited.   |
| 215, 216, 217, 218, 219, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233 | Christopher Lount and Michael Lount (Landowner)  | New rights and the imposition of restrictions for the onshore export cable route.  | The Applicant has concluded a Voluntary Agreement with Messrs Lount.  |

| Plot Numbers   | Land Interest                                | Reason for acquisition or temporary use  | Status of Negotiations  |
|--|--|--|---|
|  |  | Temporary use for construction of the onshore export cable route (including access)  |   |
| 234, 235, 236, 237   | Martin Webb and William Goddard (Landowner)  | <p>New rights and the imposition of restrictions for the onshore export cable route.</p> <p>Temporary use for access for construction of the onshore export cable route.</p> | The Applicant has concluded a Voluntary Agreement with Messrs Webb and Goddard.   |
| 1, 2, 2A, 3, 3A, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 21, 26, 27, 28, 29, 30, 31, 32, 35, 36, 44, 47, 49, 51, 52, 53, 54, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 68, 69, 70, 71, 72, 73, 74, 75, 77, 78, 79, 80, 83, 84, 85, 86, 87, 88, 90, 92, 93, 94, 97, 99, 100, 101, 103, 104, 105, 106, 109, 110, 111, 112, 113, 114, 115, 117, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 138, 139, 140, | East Riding of Yorkshire Council (Landowner) | New rights and the imposition of restrictions for the onshore export cable route.  | <p>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.</p> <p>The Council has not raised objections to the scheme.</p> <p>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.</p> <p>Update for Deadline 2:</p> <p>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</p> |

| Plot Numbers   | Land Interest | Reason for acquisition or temporary use | Status of Negotiations   |
|--|---------------|---|--|
| 141, 142, 143, 144,<br>147, 148, 149, 150,<br>151, 153, 154, 155,<br>156, 157, 158, 161,<br>162, 163, 164, 165,<br>166, 167, 169, 170,<br>171, 172, 173, 174,<br>177, 178, 186, 187,<br>191, 192, 195, 196,<br>198, 199, 200, 201,<br>202, 203, 204, 205,<br>206, 207, 208, 209,<br>210, 211, 212, 213,<br>214, 215, 216, 217,<br>218, 219, 221, 224,<br>225, 227, 228, 229,<br>230, 232, 233, 234,<br>237, 238, 239, 242,<br>243, 249, 250, 251,<br>253, 257, 258, 259,<br>263, 264, 265, 268,<br>269, 271, 272, 273,<br>274, 277, 278, 279,<br>280, 281, 282, 289,<br>290, 291, 292, 293,<br>294, 296, 298, 299,<br>300, 304, 305, 306,<br>307, 308, 309, 310,<br>312, 313, 314, 315,<br>316, 317, 318, 319,<br>320, 321, 322, 323,<br>324, 325, 330, 331,<br>332, 333, 334, 335,<br>336, 337, 338, 339, |               |   | <p>contained within the DCO for ERYC’s infrastructure. It is expected that all agreements will be in place before the close of examination.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p>Update for Deadline 4:</p> <p>Draft legal agreements have been provided to ERYC and discussions are ongoing between the legal representatives of the Applicant and ERYC. Discussions have taken place between the Applicant and ERYC with regards to the Protective Provisions required for ERYC’s infrastructure and discussions are ongoing as to the drafting of these.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p>Update for Deadline 5:</p> <p>Discussions are continuing as per the update for Deadline 4.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p>Update for Deadline 6:</p> <p>Legal agreements for the protection of ERYC’s infrastructure, including the A164/Jock’s Lodge improvement scheme, are now in agreed form and engrossments are currently being circulated for signature.</p> <p>Draft legal agreements for voluntary land agreements with the ERYC remain with the ERYC legal team and the Applicant understands that, following a change in personnel at ERYC, the draft agreements will be reviewed w/c 1 August 2022.</p> |

| Plot Numbers   | Land Interest                               | Reason for acquisition or temporary use   | Status of Negotiations   |
|--|---|---|--|
| 340, 341, 342, 343, 344, 346   |   |   |  |
| 239, 240, 242, 274, 275, 276, 277, 278   | 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, which includes land forming plots 274, 275, 276, 277, 278 which was formerly owned by Ms Margaret Soanes.  |
| 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251                          | Molescroft Farms Limited (Landowner)        | New rights and the imposition of restrictions for the onshore export cable route.<br><br>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 Molescroft Farms Limited.<br><br>Update for Deadline 2:<br><br>The Applicant has concluded a Voluntary Agreement with Molescroft Farms Limited. |
| 245, 246, 247, 248, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263 | Andrew Cooke and Nicholas Cooke (Landowner) | New rights and the imposition of restrictions for the onshore export cable route.<br><br>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 Messrs Cooke.<br><br>Update for Deadline 4:<br><br>The Applicant concluded a Voluntary Agreement with Messrs Cooke (8 April 2022).              |
| 264, 265, 266, 267, 268, 269, 270, 271, 272, 273                               | Andrew Oxtoby (Landowner)                   | New rights and the imposition of restrictions for the onshore export cable route.<br><br>Temporary use for access for construction of the                                     | The Applicant has concluded a Voluntary Agreement with Mr Oxtoby.  |

| Plot Numbers   | Land Interest                         | Reason for acquisition or temporary use   | Status of Negotiations   |
|--|---------------------------------------|---|--|
|  |                                       | onshore export cable route.   |  |
| 279, 280, 281, 282, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 318, 319, 320, 321, 322, 323, 324, 325, 330, 331, 332, 333, 334, 335, 340, 341, 343, 344, 346 | Albanwise Limited (Landowner)         | New rights and the imposition of restrictions for the onshore export cable route.<br><br>Temporary use for construction of the onshore export cable route (including access). | The Applicant has concluded a Voluntary Agreement with Albanwise Limited.  |
| 280, 281, 282, 285, 286, 287, 288, 289, 290, 291, 292, 294, 295, 297, 299, 300, 301, 302, 303, 307, 309, 310, 311, 313, 318, 319, 320, 321, 322, 323, 324, 325, 330, 331, 332, 333, 334, 335, 340, 341, 343, 344, 346                                    | Albanwise Synergy Limited (Landowner) | New rights and the imposition of restrictions for the onshore export cable route.<br><br>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.   |
| 281  | 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.<br><br>Update for Deadline 2:<br><br>The Applicant has concluded a Voluntary Agreement with Mr and Ms White. |

| Plot Numbers   | Land Interest                | Reason for acquisition or temporary use  | Status of Negotiations   |
|--|------------------------------|--|--|
| 285, 286, 287, 288   | Robert Elvidge (Occupier)    | <p>New rights and the imposition of restrictions for the onshore export cable route.</p> <p>Temporary use for access for construction of the onshore export cable route.</p>         | <p>The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion with Mr Elvidge.</p> <p>Update for Deadline 2:</p> <p>The Applicant has concluded a Voluntary Agreement with Mr Elvidge.</p>  |
| 294, 295, 297  | John Clappison (Occupier)    | <p>New rights and the imposition of restrictions for the onshore export cable route.</p> <p>Temporary use for construction of the onshore export cable route (including access).</p> | <p>The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion with Mr Clappison.</p> <p>Update for Deadline 4:</p> <p>Legal documents are currently with the legal representative of Mr Clappison's Landlord awaiting final signature.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p>Update for Deadline 5:</p> <p>The Applicant has concluded a Voluntary Agreement with Mr Clappison.</p>  |
| 300, 301, 302, 303, 310, 311, 318, 319, 320, 321, 322, 323, 324, 325, 330, 331, 334, 335, 340, 341 | Andrew Woodmansey (Occupier) | <p>New rights and the imposition of restrictions for the onshore export cable route.</p> <p>Temporary use for access for construction of the onshore export cable route.</p>         | <p>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.</p> <p>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.</p> <p>Mr Woodmansey raised an objection at Targeted Statutory S.42 Consultation in relation to concerns over the proposed route of an access road through the land they tenant. Mr Woodmansey raised further</p> |



| Plot Numbers  | Land Interest  | Reason for acquisition or temporary use   | Status of Negotiations   |
|---------------|--|---|--|
|               |  |   | <p>concerns regarding access during construction and the impact on his drainage.</p> <p>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.</p> <p>Update for Deadline 2:</p> <p>The Applicant has concluded a Voluntary Agreement with Mr Woodmansey.</p> |
| 315, 316      | Mary Welbourn (Landowner)                                    | New rights and the imposition of restrictions for the onshore export cable route. | <p>The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion with Ms Welbourn.</p> <p>Update for Deadline 4:</p> <p>The Applicant has concluded a voluntary agreement with Ms Welbourn.</p>  |
| 316, 317      | Paul Haskins and Gilda Haskins and Kate Campbell (Landowner) | New rights and the imposition of restrictions for the onshore export cable route. | <p>The Applicant has concluded a Voluntary Agreement with Mr and Ms Haskins and Ms Campbell.</p>   |
| 316, 317      | Quarryside Farms Limited (Occupier)                          | New rights and the imposition of restrictions for the onshore export cable route. | <p>The Applicant has concluded a Voluntary Agreement with Quarryside Farms Limited.</p>  |
| 336, 338, 339 | Christopher Freear (Landowner)                               | New rights and the imposition of restrictions for the onshore export cable route. | <p>The Applicant has concluded negotiations and a Voluntary Agreement is in an agreed form awaiting completion with Mr Freear.</p> <p>Update for Deadline 2:</p>   |

| Plot Numbers       | Land Interest   | Reason for acquisition or temporary use  | Status of Negotiations  |
|--------------------|---|--|---|
|                    |   |  | The Applicant has concluded a Voluntary Agreement with Mr Freear.   |
| 337, 339, 344, 345 | Edward Brown and Sean Brown (Landowner)                               | <p>New rights and the imposition of restrictions for the onshore export cable route.</p> <p>Temporary use for access for construction of the onshore export cable route.</p> | The Applicant has concluded a Voluntary Agreement with Messrs Brown.  |
| 342, 343, 344, 346 | Eric Roustoby (Occupier)  | New rights and the imposition of restrictions for the onshore export cable route.  | <p>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.</p> <p>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.</p> <p>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.</p> <p>The Applicant remains engaged with Ralph Ward in order to reach agreement following conclusion of the Option Agreement with National Grid.</p> |
| 318, 334           | Malcom Peter Taylor and Jane Barbara Taylor (Beneficiaries of Rights) | Category 2 Interest  | <p>The Applicant has entered into a Voluntary Agreement with the Taylors' landlord which includes additional measures in relation to their Property.</p> <p>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</p>  |

| Plot Numbers | Land Interest | Reason for acquisition or temporary use | Status of Negotiations  |
|--------------|---------------|---|---|
|              |               |   | <p>proposed onshore export cable route and in proximity to the OnSS and EBI. Several meetings have been held with Project representatives in order to minimise the impact Hornsea Four may have on their property.</p> <p>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.</p> <p>Discussions are ongoing with Mr and Ms Taylor who remain engaged with Project representatives.</p> <p>Update for Deadline 2:</p> <p>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.</p> <p>Update for Deadline 4:</p> <p>The Applicant met with Mr and Mrs Taylor on 21 April 2022 and remain engaged with them with discussions ongoing.</p> <p>Update for Deadline 5:</p> <p>The Applicant remains engaged with Mr and Mrs Taylor and is in regular dialogue with them.</p> <p>Update for Deadline 6:</p> <p>The Applicant met with Mr and Mrs Taylor on 20<sup>th</sup> July 2022 to keep them updated on the project and remains engaged with Mr and Mrs Taylor on a regular basis.</p> |

## 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   |
|--|--|---|--|
| 280, 317, 318, 319, 323, 325, 340, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356 | <b>National Grid Electricity Transmission plc (NGET)</b> | <p>The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of NGET's undertaking.</p> <p>The Protective Provisions in the draft Order ensure that NGET's apparatus will be protected and access maintained during construction. The 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.</p> | <p>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.</p> <p>The Applicant has included Protective Provisions for the benefit of NGET in Part 3 of Schedule 9 of the draft Order.</p> <p>The Applicant's solicitors are currently negotiating the protective provisions and a side agreement with NGET's solicitors.</p> <p>An undertaking for NGET's costs was provided on 10 August 2021.</p> <p><u>Update for Deadline 2:</u></p> <p>Discussions are ongoing between the legal representatives of both the Applicant and NGET with regards to the protective provisions.</p> <p>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 Heads of Terms for the voluntary land agreement can be agreed.</p> |

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|  |  |  | <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p><u>Update for Deadline 4:</u></p> <p>Discussions are continuing as per the update for Deadline 2.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p><u>Update for Deadline 5:</u></p> <p>Discussions are ongoing between the legal representatives of both the Applicant and NGET with regards to the protective provisions. The Applicant has now received a draft side agreement for NGET's protection which is under review. The Applicant remains confident that agreement can be reached prior to the close of the Examination.</p> <p>NGET's internal clearance process completed on 2 June 2022 and constructive commercial negotiations are now underway to agree the Heads of Terms for the voluntary land agreement relating to plot number 343. The next of the Applicant's regular meetings with NGET is planned for 21 June 2022.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p><u>Update for Deadline 6:</u></p> <p>Discussions are ongoing between the legal representatives of both the Applicant and NGET with regards to the protective provisions and side agreement. The Applicant</p> |
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|             |                              |   | <p>remains confident that agreement can be reached prior to the close of the Examination.</p> <p>Constructive commercial negotiations are ongoing to agree the Heads of Terms and a draft form of legal agreement has been shared for the voluntary land agreement relating to plot number 343. There is a meeting planned for 29th July 2022 between the parties and their legal representatives to discuss the outstanding points.</p>   |
| 39, 40, 282 | <b>National Grid Gas plc</b> | <p>The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of National Grid Gas's undertaking.</p> <p>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.</p> | <p>National Grid Gas has apparatus within the Order Limits. The Applicant commenced discussions jointly with NGET relating to protective provisions May 2019.</p> <p>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.</p> <p>An undertaking for National Grid Gas' costs was provided on 10 August 2021.</p> <p><u>Update for Deadline 2:</u></p> <p>Discussions are ongoing between the legal representatives of both the Applicant and National Grid Gas with regards to the protective provisions and side agreement.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p><u>Update for Deadline 4:</u></p> <p>Discussions are continuing as per the update for Deadline 2.</p> |

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|     |  |   | <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p><u>Update for Deadline 5:</u></p> <p>Discussions are ongoing between the legal representatives of both the Applicant and NGG with regards to the protective provisions. The Applicant has now received a draft side agreement for NGG’s protection which is under review. The Applicant remains confident that agreement can be reached prior to the close of the Examination.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p>Update for Deadline 6:</p> <p>Discussions are ongoing between the legal representatives of both the Applicant and NGG with regards to the protective provisions and side agreement. The Applicant has received comments back from NGG regarding the draft side agreement and discussions are ongoing to finalise the outstanding points.</p> |
| 176 | <b>Network Rail Infrastructure Limited</b> | <p>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.</p> <p>The Applicant is not intending to extinguish any rights belonging to Network Rail. However, the Applicant cannot agree not to utilise its compulsory acquisition powers until a voluntary</p> | <p>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.</p> <p>The Applicant has included Protective Provisions for the benefit of Network Rail in Part 4 of Schedule 9 of the draft Order.</p>   |

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|  |  | <p>agreement for the necessary property rights has been entered into.</p> | <p>The Applicant’s solicitors are currently negotiating the protective provisions and a framework agreement with Network Rail’s solicitors.</p> <p>An undertaking for Network Rail’s costs was provided on 6 July 2021.</p> <p>The Applicant has secured both Technical and Business Clearance from Network Rail and has applied for a Basic Asset Protection Agreement.</p> <p><u>Update for Deadline 2:</u></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
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|  |  |  | <p>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.</p> <p><u>Update for Deadline 4:</u></p> <p>A new Business and Technical Clearance was confirmed by Network Rail at a meeting between Network Rail and the Applicant on 30 March 2022. The outstanding points in the land agreement were also agreed at that meeting, and updated drafts were sent to Network Rail’s legal representatives on 31 March 2022. These are currently being formalised and prepared for signature.</p> <p>Discussions have been ongoing between the legal representatives of the Applicant and Network Rail with regards to the use of the level crossings and protection of Network Rail’s infrastructure. Drafting has been agreed for documents to cover these points and these are currently being formalised subject to internal approval by the Applicant.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p><u>Update for Deadline 5:</u></p> <p>All documents are now in a substantially agreed form and the suite of documents, including the voluntary land agreement, Framework Agreement and Protective Provisions, are currently being prepared by legal representatives for signature by the Applicant and Network Rail.</p> |
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|  |                                      |   | <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p>Update for Deadline 6:</p> <p>The engrossments of all documents agreed with Network Rail are currently being circulated for signature and the Applicant is confident that the documents will be completed prior to the close of the Examination.</p>  |
| 66, 225, 228, 242, 252, 257, 258, 259, 269, 315, 320, 321, 322, 324, 325 | <b>Northern Gas Networks Limited</b> | <p>The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of Northern Gas's undertaking.</p> <p>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.</p> | <p>Northern Gas has apparatus within the Order Limits. The Applicant commenced discussions relating to protective provisions August 2019.</p> <p>The Applicant has provided Northern Gas with an Asset 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.</p> <p>The Applicant has included Protective Provisions for the benefit of Northern Gas in Part 1 of Schedule 9 of the draft Order.</p> <p><u>Update for Deadline 2:</u></p> <p>The Applicant continued to chase for a response from NGN through agents (Fisher German) and NGN finally responded in December 2021. NGN has provided the Applicant with a template Crossing Deed and this is currently under review by the Applicant's legal representatives. NGN are to confirm whether an Asset Protection Agreement is required in addition to the Crossing Deed.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> |

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|   |   |   | <p><u>Update for Deadline 4:</u></p> <p>Discussions are continuing as per the update for Deadline 2.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p><u>Update for Deadline 5:</u></p> <p>Discussions are ongoing between the legal representatives of both parties in relation to the Crossing Deed.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p><u>Update for Deadline 6:</u></p> <p>Discussions are at an advanced stage between the legal representatives of both parties in relation to the Crossing Deed.</p>  |
| 18, 37, 39, 62, 63, 72, 74, 75, 78, 79, 80, 82, 86, 87, 88, 90, 92, 93, 106, 109, 110, 130, 145, 147, 148, 164, 165, 166, 169, 181, 182, 215, 216, 228, | <b>Northern Powergrid (Yorkshire) plc</b> | <p>The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of Northern Powergrid's undertaking.</p> <p>The Protective Provisions in the draft Order ensure that Northern Powergrid'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 Powergrid's agreement and no apparatus removed until alternative apparatus has been constructed. The Applicant is not intending to extinguish any rights belonging to Northern Powergrid.</p> | <p>Northern Powergrid has apparatus within the Order Limits, including electricity cables (overground and underground). The Applicant commenced discussions with Northern Powergrid relating to protective provisions in April 2019. The Applicant's solicitors are currently negotiating a side agreement with Northern Powergrid's solicitors.</p> <p>An undertaking for Northern Powergrid's costs was provided on 15 December 2020. The Applicant's solicitors sent comments on a draft agreement to Northern Powergrid's solicitors on 10 July 2021. The Applicant's solicitors are awaiting a response from Northern Powergrid's solicitors.</p> |

# Hornsea 4



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| <p>233, 234,<br/>235, 236,<br/>237, 238,<br/>239, 244,<br/>252, 279,<br/>280, 282,<br/>294, 310,<br/>314, 315,<br/>318, 319,<br/>320, 321,<br/>322, 323,<br/>324, 325,<br/>330, 331,<br/>332, 333,<br/>334, 340,<br/>343, 344,<br/>345, 346,<br/>347, 348,<br/>349, 350,<br/>351, 352,<br/>353, 355,<br/>356</p> |  |  | <p>The Applicant has included Protective Provisions in Part 3 of Schedule 9 of the draft Order for the benefit of Northern Powergrid.</p> <p><u>Update for Deadline 2:</u></p> <p>Discussions are now ongoing between the legal representatives of both the Applicant and Northern Powergrid with regards to the protective provisions and a side agreement.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p><u>Update for Deadline 4:</u></p> <p>The Protective Provisions and side agreement are now in an agreed form and are currently being circulated for signature.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p><u>Update for Deadline 5:</u></p> <p>The Protective Provisions and side agreement are now agreed. The agreed protective provisions have been included in Schedule 9 of the draft DCO submitted at Deadline 5. It is anticipated that Northern Powergrid will withdraw their objection in due course.</p> <p><u>Update for Deadline 6:</u></p> <p>The side agreement has now been completed.</p> |
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| <p>343, 344,<br/>345, 346,<br/>347, 348,<br/>349, 350,<br/>351, 352,<br/>353, 354,<br/>355, 356</p>   | <p><b>UK Power Distribution Limited</b></p>   | <p>The Applicant considers that if needed the rights can be acquired without serious detriment to the carrying on of UK Power Distribution's undertaking.</p> <p>The Protective Provisions in the draft Order ensure that UK Power Distribution's apparatus will be protected and access maintained during construction. The Protective Provisions also ensure that (if necessary) no rights will be extinguished without UK Power Distribution's 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.</p> | <p>UK Power Distribution have Apparatus within the Order Limits including underground cables and a right of access over the road to Creyke Beck Substation.</p> <p>The Applicant has contacted UK Power Distribution to discuss routing. It is unlikely that UK Power Distribution cables will be crossed by the Hornsea Four.</p> <p>In any event, the Applicant has included Protective Provisions in Part 1 of Schedule 9 of the draft Order for the benefit of UK Power Distribution.</p> |
| <p>20, 36, 66,<br/>69, 74, 90,<br/>92, 93, 186,<br/>187, 191,<br/>195, 198,<br/>221, 225,<br/>227, 242,<br/>243, 278,<br/>279, 280,<br/>294, 309,<br/>310, 311,<br/>312</p> | <p><b>Yorkshire Water Services Limited</b></p>  | <p>The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of Yorkshire Water's undertaking.</p> <p>The Protective Provisions in the draft Order ensure that Yorkshire Water's apparatus will be protected and access maintained during construction. The Protective Provisions also ensure that (if necessary) no rights will be extinguished without Yorkshire Water's agreement and no apparatus removed until alternative apparatus has been constructed. The Applicant is not intending to extinguish any rights belonging to Yorkshire Water.</p>                          | <p>Yorkshire Water have Apparatus within the Order Limits.</p> <p>The Applicant has been in contact with Yorkshire Water to discuss Protective Provisions and in July 2021 Yorkshire Water accepted the Protective Provisions as drafted.</p> <p>The Applicant has included the agreed Protective Provisions in Part 1 of Schedule 9 of the draft Order for the Benefit of Yorkshire Water.</p>   |
| <p>343, 344,<br/>345, 346,<br/>347, 348,<br/>349, 350,<br/>351, 352,<br/>353, 354,<br/>355, 356</p>   | <p><b>Doggerbank Offshore Wind Farm Project 1 Projco Limited and Doggerbank Offshore Wind Farm Project 2 Projco Limited</b></p> | <p>The Applicant considers that the land and rights can be acquired without serious detriment to the carrying on of Doggerbank's undertaking.</p> <p>The Protective Provisions in the draft Order ensure that Doggerbank's apparatus will be protected and access maintained during</p>  | <p>Doggerbank has development consent to construct apparatus within the Order Limits, including electricity cables.</p> <p>Although the Order Limits for both projects overlap it is unlikely that the apparatus will physically cross.</p>   |

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|  |  | <p>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.</p> | <p>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.</p> <p>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.</p> <p><u>Update for Deadline 2:</u></p> <p>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.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p><u>Update for Deadline 4:</u></p> <p>The Applicant has continued to chase Doggerbank for a response on the proposed protective provisions and cable routing in April and May 2022 but no recent contact from Doggerbank has been forthcoming. The Applicant will continue to chase Doggerbank for a response.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p><u>Update for Deadline 5:</u></p> <p>The Applicant has now received a response from Doggerbank and has commenced discussions around potential interactions between the two projects. A</p> |
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|  |                           |  | <p>meeting is planned for 22 June 2022 to look at what formal arrangements may be required.</p> <p>Discussions are now ongoing between the legal representatives of both the Applicant and Doggerbank with regards to the protective provisions</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p>Update for Deadline 6:</p> <p>A meeting was held on 22nd June 2022 between the Applicant and Doggerbank to discuss project timescales and the potential interaction between the two projects. It was agreed that a Crossing Agreement would be required in due course, but this would be discussed in more detail at a later stage of both projects, and finalised after the close of the Examination.</p> <p>Discussions are at an advanced stage between the legal representatives of both the Applicant and Doggerbank with regards to the protective provisions. The Applicant has responded to Doggerbank following their Deadline 5 amendments to the protective provisions and are currently awaiting a response.</p> |
| 78, 86, 106, 107, 108, 109, 121, 122, 123, 124, 125, 128, 129, 145, 146, 147, 157, 158, 159, 160, 161, | <b>Environment Agency</b> | 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. | <p>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.</p> <p>The Environment Agency have not raised objection to Hornsea Four.</p> <p>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<sup>th</sup></p>   |

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| <p>196, 199,<br/>200, 346</p> |  |  | <p>January 2021 and 7<sup>th</sup> September 2021. The Applicant is confident that a voluntary agreement can be entered into prior to the close of the Examination.</p> <p>Protective Provisions for the benefit of the Environment Agency are included in Part 5 of Schedule 9 of the draft Order.</p> <p><u>Update for Deadline 2:</u></p> <p>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.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p><u>Update for Deadline 4:</u></p> <p>Discussions are ongoing between the Applicant and the Environment Agency with regards to the Protective Provisions and inclusion of specific provisions relating to Watton Beck.</p> <p>Draft Heads of Terms for a land agreement are currently with the Environment Agency for review and discussions are ongoing between the Applicant and the Environment Agency, particularly in relation to specific requirements for the Watton Beck crossing.</p> |
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|  |   |  | <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p><u>Update for Deadline 5:</u></p> <p>Discussions are ongoing between the Applicant and the Environment Agency with regards to the Protective Provisions and inclusion of specific provisions relating to Watton Beck.</p> <p>Discussions are ongoing between the Applicant and the Environment Agency in relation to the Heads of Terms for a voluntary land agreement, particularly in relation to specific requirements for the Watton Beck crossing.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p>Update for Deadline 6:</p> <p>The Applicant has not received any further comments from the Environment Agency with regards to the Protective Provisions so is awaiting confirmation from the EA that they are in agreed form.</p> <p>Discussions are ongoing between the Applicant and the Environment Agency in relation to the Heads of Terms for a voluntary land agreement, including specific provisions relating to the Watton Beck crossing. There is a meeting scheduled for 2<sup>nd</sup> August 2022 between the Applicant and the EA to discuss the outstanding points in the agreement.</p> |
| <p>2A, 3A, 10, 12, 21, 27, 28, 29, 30, 31, 32, 51, 52, 53, 54,</p> | <p><b>The Beverley and Holderness Internal Drainage Board</b></p> | <p>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</p> | <p>The Applicant commenced discussions relating to land rights in August 2021 and negotiations are ongoing.</p> <p>Protective Provisions for the benefit of the IDB are included in Part 6 of Schedule 9 of the draft Order.</p>   |

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| <p>58, 59, 60,<br/>61, 62, 67,<br/>86, 87, 88,<br/>97, 99, 100,<br/>101, 109,<br/>110, 127,<br/>141, 142,<br/>143, 144,<br/>153, 163,<br/>166, 167,<br/>168, 169,<br/>170, 171,<br/>172, 173,<br/>174</p> |  | <p>access maintained during construction. The Applicant is not intending to extinguish any rights belonging to the IDB.</p> | <p><u>Update for Deadline 2:</u></p> <p>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.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p><u>Update for Deadline 4:</u></p> <p>Protective Provisions have now been agreed with the IDB and are currently being formalised along with relevant plans.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p><u>Update for Deadline 5:</u></p> <p>Agreed Protective Provisions for the IDB were included in the draft DCO submitted at Deadline 4. Further documents will be agreed with the IDB post consent once the detailed design has been finalised.</p> |
| <p>107, 108,<br/>121, 122,<br/>123, 124,<br/>125</p>  | <p><b>Driffield Trust</b>      <b>Navigation</b></p> | <p>N/A</p>  | <p>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.</p> <p><u>Update for Deadline 2:</u></p> <p>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</p>  |

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|  |  |  | <p>between both parties' legal representatives are now ongoing to finalise the legal drafting of the documents.</p> <p>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.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p><u>Update for Deadline 4:</u></p> <p>Draft legal agreements are currently with legal representatives of The Driffield Navigation Trust and discussions are ongoing on matters relating to compensation and restricting opening times for the bridge.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p><u>Update for Deadline 5:</u></p> <p>Draft legal agreements are still currently with legal representatives of The Driffield Navigation Trust and discussions are ongoing on matters relating to compensation and restricting opening times for the bridge with a meeting between the agents of both parties taking place on 6 June 2022. In addition, the Applicant has updated the draft DCO submitted at Deadline 5 to include</p> |
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|   |  |            | <p>provisions relating to rights of navigation in the event that bridge opening times are restricted.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p><u>Update for Deadline 6:</u></p> <p><u>Draft legal agreements remain with legal representatives of The Driffield Navigation Trust. The Applicant understands from communication with the landowner's agent that the landowner's solicitor will be reviewing the draft agreements week commencing 25th July 2022 and will revert with comments thereafter.</u></p> <p><u>Additional wording has been added to the draft DCO to deal with rights of navigation and The Driffield Navigation Trust have been sent a copy of those updates. The Applicant has not received any further comments from the Trust.</u></p> |
| <p>20, 24, 36,<br/>41, 43, 45,<br/>48, 50, 70,<br/>74, 75, 78,<br/>79, 80, 83,<br/>84, 85, 133,<br/>134, 140,<br/>150, 153,<br/>155, 167,<br/>168, 185,<br/>190, 191,<br/>195, 197,<br/>198, 205,<br/>206, 207,<br/>215, 216,<br/>218, 220,</p> | <p><b>British<br/>Telecommunications<br/>PLC</b></p> | <p>N/A</p> | <p>BT has apparatus within the Order Limits including in particular telecommunications equipment. The Applicant provided draft Protective Provisions to BT in August 2019.</p> <p>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.</p> <p>The Applicant has also received confirmation from BT that the Protective Provisions are acceptable.</p>   |

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| 225, 228,<br>230, 232,<br>233, 237,<br>239, 253  |  |     |  |
| 338  | <b>Cornerstone Telecommunications Infrastructure Limited</b> | N/A | <p>Cornerstone has rights for apparatus within the Order Limits. The Applicant provided draft Protective Provisions to Cornerstone in January 2020.</p> <p>The Applicant has included Protective Provisions within Part 2 of Schedule 9 of the draft Order.</p> <p>The Applicant has received confirmation from Cornerstone that the Protective Provisions are acceptable.</p> |
| 195, 198,<br>242, 253,<br>274, 278,<br>309, 312,<br>313, 314,<br>315, 318,<br>343, 344 | <b>KCOM Group Limited</b>                                    | N/A | <p>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.</p> <p>The Applicant has received confirmation from KCOM that the Protective Provisions are acceptable.</p>  |
| 346, 347,<br>348, 350,<br>352  | <b>Vodafone Limited</b>                                      | N/A | <p>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.</p> <p>The Applicant has received confirmation from Vodafone that the Protective Provisions are acceptable.</p>                           |
| 282, 323,<br>325   | <b>INEOS Manufacturing (Hull) Limited</b>                    | N/A | <p>INEOS has leasehold interests and rights within the Order Limits.</p> <p>The Applicant's solicitors are negotiating a Crossing Agreement with INEOS.</p>  |

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|  |  |  | <p>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.</p> <p><u>Update for Deadline 2:</u></p> <p>Discussions are now ongoing between legal representatives of the Applicant and INEOS with regards to the Crossing Agreement.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p><u>Update for Deadline 4:</u></p> <p>Discussions are continuing as per the update for Deadline 2.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p><u>Update for Deadline 5:</u></p> <p>Discussions are continuing as per the update for Deadline 2.</p> <p>Estimated timescale for completion: prior to the close of the Examination.</p> <p><u>Update for Deadline 6:</u></p> <p>Discussions are continuing between legal representatives of the Applicant and INEOS with regards to the Crossing Agreement.</p> |
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