



UNCLASSIFIED

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# Net Zero DCO

**RESPONSE TO THIRD WRITTEN QUESTIONS AND UPDATE**

**On behalf of**

**ANGLO AMERICAN CROP NUTRIENTS LIMITED**

**(REF: 20029897)**

**DEADLINE 11**

**26 OCTOBER 2022**

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## 1. INTRODUCTION

- 1.1 Relevant representations were submitted on behalf of Anglo American Woodsmith Limited and York Potash Limited on 15 December 2021 (RR-014). The representations referred to the support, in principle, of the Net Zero Project but also objected to the granting of powers of compulsory acquisition in respect of the Anglo American land/rights and expressed concern regarding the lack of detail in available in respect of certain elements of the scheme and the consequent difficulties in understanding the potential impact of the Net Zero Project on the Woodsmith Project.
- 1.2 Written representations updating and expanding upon the relevant representations were submitted for Deadline 2 (REP2-073). The written representations also clarified that Anglo American Woodsmith Limited had changed its name to Anglo American Crop Nutrients Limited and is, along with the other relevant companies, to be generically known as “Anglo American”.
- 1.3 Further representations (REP3-016) were submitted in response to the draft DCO submitted on behalf of NZT at Deadline 2 (REP2-002) and included comments on the contents of the Compulsory Acquisition Schedule (REP2-014).
- 1.4 Anglo American responded to the Second Written Questions at Deadline 6 (REF6-126) and responded on the draft DCO and Compulsory Acquisition Schedule at Deadline 9 (REP9-024).
- 1.5 This submission responds to the question directed Anglo American within the Third Written Questions (PD-021).

## 2. RESPONSE TO THIRD WRITTEN QUESTION - CA.3.6

### **“Could Anglo American provide comments on the Applicants’ justification for corridor widths [REP8-051] and Shared Areas Plan [REP8-008]...”**

- 2.1 Anglo American responded to a question relating to easement widths (CA2.10) within their response to the Second Written Questions (REP6-126). Further detail is set out below.
- 2.2 In respect of the buried gas pipeline (Work No. 2A) it has been agreed with the Applicant that there will be an easement width granted following construction of the pipeline of 3m (1.5m either side of the centre line). This easement width is comparable to the easement enjoyed by the Breagh North Sea gas pipeline which is of similar pressure and diameter to the Applicant’s proposed buried pipeline. Given that the site is a secure industrial location, having a wider



easement width would not be justified and would sterilise land that has intersecting infrastructure including two buried pipelines belonging to NWL at the corridor's southern end, CATS gas pipeline which cuts diagonally through the corridor, NPG power cable and planned infrastructure for the Woodsmith Project.

- 2.3 For the other three pipelines (above ground CO<sub>2</sub> and two buried effluent pipelines) the easement width agreed with the Applicant is a width equivalent to the outer diameter of each of the pipelines (OD). This is again based on precedents at Bran Sands and Wilton.
- 2.4 The above easement widths are being captured within the property agreements, along with the necessary rights along a Construction and Maintenance Strip.
- 2.5 The above arrangement demonstrates that it is unnecessary for the Applicant to have unrestricted rights across the whole of the Anglo American Corridor as described in section 2.3 of the Applicant's Justification of Corridor Widths (REP8-051).
- 2.6 The Shared Areas Plan (REP8-008), which is required for the protective provisions, is a plan agreed between Anglo American and the Applicant.

**“... and an update on the side agreement with likely timescale for it to be finalised”**

- 2.7 Anglo American and the Applicant are working very hard to complete the side agreement very soon, prior to the end of the Examination.
- 2.8 If it looks like that timescale will not be met, then Anglo American has agreed with the Applicants that a joint position statement will be submitted by Deadline 12 (1 Nov) identifying the changes required to the protective provisions in Schedule 3 and Part 17 of Schedule 12 to reflect the absence of a side agreement and identifying any disagreement between the parties in respect thereof.