

Net Zero Teesside Project

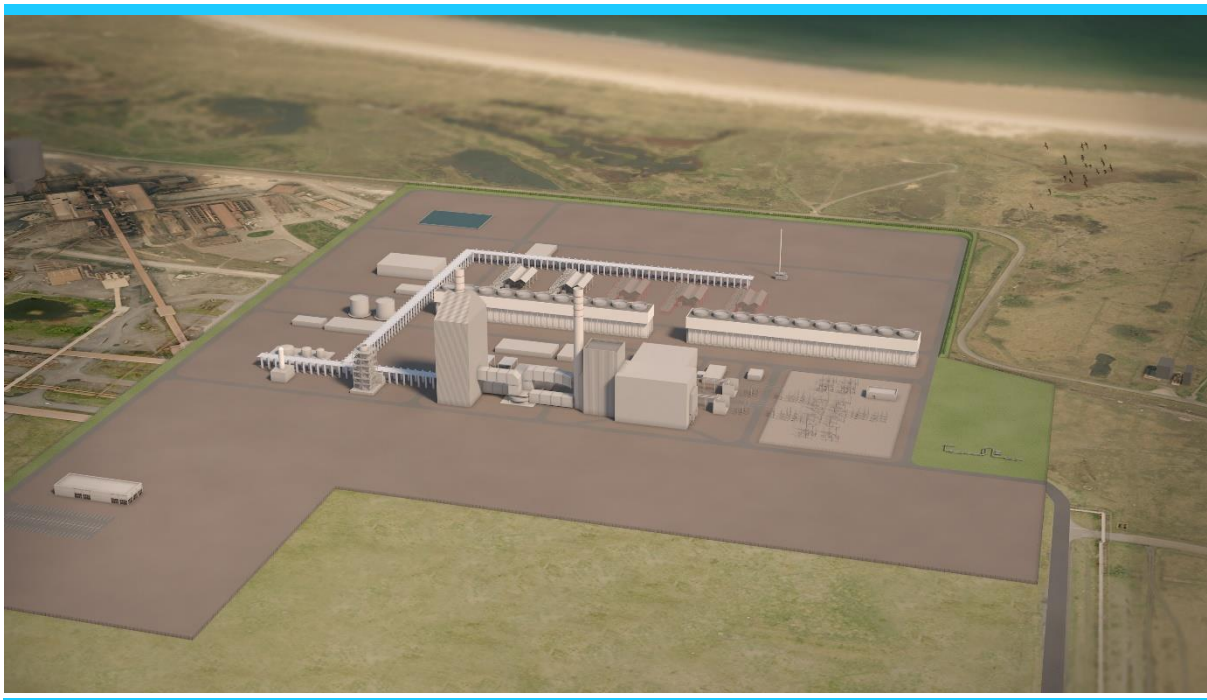
Planning Inspectorate Reference: EN010103

Land at and in the vicinity of the former Redcar Steel Works site, Redcar and in Stockton-on-Tees, Teesside

The Net Zero Teesside Order

Document Reference: 9.5 Compulsory Acquisition Schedule

Planning Act 2008



Applicants: Net Zero Teesside Power Limited (NZN Power Ltd) & Net Zero North Sea Storage Limited (NZNS Storage Ltd)

Date: ~~November 2022~~ March 2023

DOCUMENT HISTORY

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CA Schedule

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
1	Air Products (Chemicals) Teesside Limited	RR-021	Category 1 – Owner and/or Occupier	No	(a) - (b) - (c) 1, 124, 156, 157, 158, 165, 166, 169, 171, 171b, 172, 174, 174d, 176, 176b, 183, 184, 194, 2, 3, 35, 38, 4, 40, 42, 44, 46, 56, 57, 6, 60, 62, 69, 7, 70, 71, 72, 73, 74, 76, 77, 79, 8, 80, 84, 86, 87, 88, 89, 93, 95	6, 10	Refer to Air Products Plc – No. 2	Refer to Air Products Plc – No. 2	Refer to Air Products Plc – No. 2
2	Air Products Plc	RR-21B REP1-020 REP2-071 REP2-072	Category 1 – Owner and/or Occupier Category 2	No	(a) - (b) 138a, 141a, 142a, 191c (c) 100, 101, 120, 121, 124, 138, 141, 142, 142b, 143, 145, 146, 150, 185, 190, 190b, 191, 191a, 191d, 202c,	6, 9b, 10	(d) <u>Negotiations stalled due to lack of response from AP's legal representatives</u> –Negotiations between parties on the protective provisions are well advanced. The Applicants lawyers have responded to Air Products on the latest draft on 12 July 2022, and have subsequently followed up by email on several occasions. The legal	(d) <u>The Applicants have been in contact with AP's legal representatives since February 2022.</u> <u>The parties' legal representatives have exchanged comments on the draft protective provisions and Asset Protection Agreement, both of which</u>	<u>A response is awaited from Air Products on the Protective Provisions.</u> <u>The Applicants' representatives will continue to follow up and seek comments from AP.</u> <u>Despite the Applicants' efforts it may not be possible to reach agreement of the Asset</u>

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					218, 232a, 252, 253, 253a, 278, 281, 286, 303, 90, 94, 96		<p>representatives had a productive call on 7 October 2022 and the Applicants' lawyer followed up by sending further information to Air Products' lawyers on 11 October. Despite the Applicants' efforts it may not be possible to reach agreement of the Asset Protection Agreement prior to the end of the Examination although the Applicants continue to pursue this. Nevertheless, it is considered that the proposed protective provisions contain appropriate and proportionate protection for Air Products</p>	<p>are well progressed. The last set of comments was provided by the Applicants' solicitors to AP's legal representatives on 29 November 2022 and have followed up with numerous emails since then seeking further comments/approval of the documents. No response has been received and it is therefore unlikely that agreement will be reached on the Side Agreement and private protective provisions due to lack of engagement from AP's legal representatives. Nevertheless, it is considered that the proposed protective provisions included in the DCO contain appropriate and proportionate protection for Air Products</p> <p>An asset protection agreement is being discussed between the parties, alongside the Protective Provisions.</p>	<p><u>Protection Agreement and private Protective Provisions but the Applicants consider that the form of Protective Provisions included in the DCO are appropriate and adequate to protect AP's Interests</u></p>

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3	Air Products Renewable Energy Limited	RR-021A REP2-071 REP2-072	Category 1 – Owner and/or Occupier	No	(a) - (b) - (c) 100, 90, 94	6	Refer to Air Products Plc – No. 2	Refer to Air Products Plc – No. 2	Refer to Air Products Plc – No. 2
4	Amoco (U.K.) Exploration Company, LLC	N/A	Category 1 – Owner and/or Occupier Category 2	No	(a) - (b) 199, 202a, 142a, 158a, 166a, 171a, 176a, 185a, 190a, 191c (c) 110, 114, 167, 168, 170, 174, 174d, 181, 183, 184, 202c, 232a, 252, 253, 253a, 263, 278, 281, 286, 303, 315, 320, 331, 345, 347, 384, 397, 401, 405, 434, 467, 469, 470, 472, 473, 477, 480, 108, 111, 113, 126, 136, 137, 142, 142b, 143, 144, 145, 146, 147, 148, 150, 151, 152, 153, 158, 166,	2a, 3a, 4, 5c, 6, 9b, 10	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.	N/A	N/A

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					166b, 171, 176, 176b, 185, 185b, 186, 187, 188, 189, 190, 190b, 191, 191a, 191b, 191d, 192, 194, 91, 92, 98				
5	Anglo American Woodsmith Limited	RR-014 AS-036 REP1-030 REP2-073 REP3-016 REP6-126 REP9-024 REP11-023 REP12-130 REP12-135	Category 2	No	(a) 325, 328, 329, 330, 333, 393b, 482, 540b, 540c- (b) 223, 289, 348, 363, 367, 370, 373, 374, 376, 381, 393a, 393d, 393e (c) 232a, 252, 252a, 253, 253a, 255, 263, 278, 280, 281, 284, 285, 286, 294, 301, 302, 303, 314, 315, 316, 317, 318, 319, 320, 321, 322, 324, 331, 332, 343, 344, 345, 347, 349, 350, 351, 358, 359, 360, 365, 366, 382, 384, 386, 387,	2a, 2b, 3a, 5c, 6, 9a, 10	(a)-(d) Side Agreement, Property Agreements and form of Protective Provisions all agreed. (a)-(c) Heads of Terms for voluntary Option Agreements for Deed of Grants of Easements are currently being finalised by the parties and a draft Agreement are being progressed concurrently. • (d) Agreed Protective Provisions (in Schedule 3 and 12) have been included in the Deadline 12 DCO, to reflect that the Side Agreements between the Parties has not yet been able to complete. These are agreed	<u>Agreed</u> Property agreement drafted and in negotiation. Commercial terms have been finalised.	<u>N/A - all relevant Agreements complete and AA objection has been withdrawn.</u> <u>Parties continuing to discuss other agreements outside of the DCO process.</u> <u>Draft Option Agreement for Deed of Grant of Easement issued to Anglo American on 26 June 2022 and meeting held on 22 July 2022. Revised version of Option Agreement for Deed of Grant of Easement were received from Anglo American's solicitor on 26 September 2022. The Applicants' solicitors and</u>

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					388, 393, 393c, 393f, 395, 397, 401, 405, 412, 417, 418, 419, 420, 423, 426, 427, 432, 435, 436, 439, 458, 458a, 459, 467, 469, 470, 473, 483, 485, 486, 487, 488, 489, 493, 495, 496, 500, 502, 504, 505, 510, 511, 514, 517, 521, 522, 523, 524, 525, 531, 534, 536, 540a, 540d		save for Anglo American's position that it should be required to consent to the use of the Applicant's land powers in the DCO. This is discussed (with both Parties' position on this matter expressed) in the Joint Statement also submitted at Deadline 12.		<p>Anglo American's solicitors have discussed amendments to the drafts which the Applicants' solicitors are incorporating into the drafts with a view to returning them to Anglo American's solicitors shortly after deadline 12. It is hoped that the options for easement will be exchanged prior to the end of the examination.</p> <p>The Side Agreement (and associated PPs) are agreed, with the former to be completed alongside the Property Agreement.</p>
6	Barclays Bank Plc	N/A	Category 2	No	(a) - (b) 122, 123, 125, 135, 138a, 141a (c) 138, 141	6, 9c, 10,	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective	N/A	N/A

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							provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.		
7	BASF Plc	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) 367, 374 (c) 111, 126, 286, 303, 315, 316, 319, 320, 324, 332, 343, 349, 359, 98	2a, 5c, 6, 10	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.	N/A	N/A
8	BOC Limited	N/A	Category 1 – Owner and/or	No	(a) 327, 339, 391, 403, 450, 112	1, 2a, 2b, 3a, 5c, 6, 9	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of	N/A	N/A

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			Occupier Category 2		(b) 12a, 142a, 184a, 199, 274, 279, 291, 296, 299, 367, 370, 373, 374, 183a, 191c (c) 1, 10, 100, 101, 11, 12, 120, 121, 124, 126, 136, 138, 141, 142, 142b, 145, 147, 152, 156, 157, 158, 165, 166, 166b, 168, 169, 171, 171b, 172, 174, 174d, 176, 176b, 184, 185, 190, 190b, 191, 191a, 191d, 194, 196, 2, 201, 202c, 218, 232a, 252, 253, 253a, 278, 281, 286, 3, 303, 31, 315, 316, 319, 320, 324, 33, 332, 343, 347, 349, 35, 350, 351, 359, 382, 384, 4, 40, 405, 434, 44, 461, 463, 467, 469, 470, 472, 480, 56, 57, 59, 6, 69, 7, 70, 71, 72,	10	electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.		

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					75, 76, 77, 79, 8, 80, 86, 88, 89, 90, 93, 94, 95, 96, 108, 110, 111, 113, 114, 137, 143, 144, 145, 146, 148, 150, 151, 153, 167, 170, 181, 183, 186, 187, 188, 189, 192, 98				
9	British Sub-Aqua Club	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) (c) 378, 474, 475, 477	5a, 5b, 8, 10	(d) The Applicants are in discussions with the legal representatives for PD Teesport Limited with respect to protective provisions. As currently drafted (and agreed between the parties), the protective provisions provide that the Applicants must not exercise the powers in the DCO to hinder or prevent access via South Gare Road to South Gare. The protective provisions make clear that this provision is for the benefit of PD Teesport and road users. Road users means any person who has a: right to use South Gare Road (including parties authorised by PD Teesport), a need to use South Gare Road to access property or facilities owned, operated or occupied by them, and a need to use South Gare Road in connection with the undertaking of	N/A	See entry for PD Teesport, no. 59

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							<p>their business operation or statutory functions.</p> <p>Please see entry no. 59 in this table in terms of the negotiations with PD Teesport.</p>		
10	BSAC Teesside 43	RR-008	Category 1 – Owner and/or Occupier	No	(a) - (b) (c) 378, 474, 475, 477	5a, 5b, 8, 10	<p>(d) The Applicants are in discussions with the legal representatives for PD Teesport Limited with respect to protective provisions. As currently drafted (and agreed between the parties), the protective provisions provide that the Applicants must not exercise the powers in the DCO to hinder or prevent access via South Gare Road to South Gare. The protective provisions make clear that this provision is for the benefit of PD Teesport and road users. Road users means any person who has a: right to use South Gare Road (including parties authorised by PD Teesport), a need to use South Gare Road to access property or facilities owned, operated or occupied by them, and a need to use South Gare Road in connection with the undertaking of their business operation or statutory functions.</p> <p>Please see entry no. 59 in this table in terms of the negotiations with PD</p>	N/A	See entry for PD Teesport, no. 59

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							Teesport.		
11	Cats North Sea Limited	RR-017 REP1-021 REP2-081 REP2-082 REP4-017 REP4-018 REP4-032 REP6-128 REP13-013	Category 1 – Owner and/or Occupier	No	(a) 112 (b) 138a, 141a, 142a, 166a, 169a, 171a, 195, 199 (c) 110, 111, 113, 114, 126, 136, 137, 138, 141, 142, 142b, 151, 152, 153, 166, 166b, 167, 168, 169, 170, 171, 171b, 174, 174d, 176, 176b, 181, 183, 184, 185, 190b, 202c, 232a, 252, 253, 253a, 263, 278, 286, 303, 315, 317, 318, 320, 321, 322, 331, 332, 345, 347, 384, 397, 401, 405, 421, 423, 426, 434, 467, 469, 470, 472, 473, 477, 480, 98	2a, 2b, 3a, 4, 5c, 6, 9, 10	(a) – (b) Discussions ongoing between parties to confirm land and easement requirements within HoTs. The Applicants have continued to engage with CATS with a view to agreeing HoTs. The latest version of the HoTs was circulated to CATS on 27 February 2023 and a response is currently awaited following a review of the HoTs by CATS' solicitor. (d) The Applicants have been in contact with CATS in relation to protective provisions since May / June 2021, and in contact with CATS' legal representatives since April 2022. CATS' legal representatives are exchanging comments on the draft protective provisions and side agreement, both of which are well progressed. The last set of comments was provided by the Applicants' solicitors to CATS' legal representatives on 31 October 2022 <u>24 March 2023</u> .	HoTs are being negotiated for a sub-lease and associated easements <u>Although HoTs are not yet agreed it is believed that progress is being made.</u>	Negotiations ongoing. Initial feedback on the HoTs has been received from CATS and a HoTs meeting was held on 15 September. Updated HoTs were sent to CATS following the meeting. Marked up HoTs were received from CATS on 21 st October. The Applicants will be responding formally in due course. CATS have raised (5 October) a number of points arising out of the initial review of the HoTs by their solicitors. The Applicants will be responding to these points shortly after Deadline 9. <u>The Applicants will continue to engage with CATS with a view to agreeing voluntary terms for the interests and rights being sought.</u> On the protective provisions, the Applicants returned drafts to CATS' legal representatives on 13 March 2023. <u>prior to Deadline 9 and CATS' legal representatives returned</u>

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									<p>comments on 19 October. Parties expect to reach agreement during the course of the Examination soon and in any event prior to 10 May 2023.</p>
12	CF Fertilisers UK Limited	RR-018 REP1-022 REP2-078 REP3-019 REP11-026 REP12-125 REP12-126	Category 1 – Owner and/or Occupier	No	(a) - (b) 10a, 12a, 15a, 17, 19, 20, 22a, 23a, 28a (c) 1, 10, 100, 101, 11, 115, 12, 120, 121, 124, 15, 16, 2, 20a, 21, 22, 23, 24, 25, 26, 28, 3, 30, 31, 32, 33, 35, 36, 37, 38, 4, 40, 42, 44, 45, 46, 5, 56, 57, 58, 59, 6, 69, 7, 70, 72, 74, 75, 76, 78, 8, 86, 88, 89, 90, 93, 94, 95, 96	6	(b) – (c) Heads of Terms for a voluntary Option Agreement for a Deed of Grant of Easement are agreed. However, negotiations in relation to the fully termed Option Agreement and Deed of Grant of Easement are not being progressed at the request of CFL. (d) Side Agreement and private Protective Provisions no longer proceeding Protective provisions have been negotiated between the parties' legal representatives in relation to apparatus and the proposed CF Fertilisers UK Limited Natural Gas pipeline since October 2021 with respect to the protective provisions. A minor update to the Deadline 8 PPs has been agreed between the Applicants and CF Fertilisers and is included in the draft DCO. No further changes are proposed at this time, as	Hot's are agreed and draft agreements have been exchanged. However, these are currently on hold at the request of CFL. Side-agreement and Protective Provisions are currently being negotiated. The parties are also have been negotiating a Side Agreement alongside the and set of private P protective PP provisions, which is were very close to being agreed (i.e. at engrossment stage). However, CF Fertiliser have now indicated that they no longer wish to proceed with the Side Agreement and	Option Agreement for a Deed of Grant of Easement were issued by the Applicants on 23 August 2022. The Applicants hoped that the voluntary Option Agreement for a Deed of Grant of Easement would be agreed shortly after examination. However, CFL have indicated that they do not wish to proceed with negotiations at this time, preferring to wait until determination of the Development Consent Order. CF Fertilisers have expressed a wish to concentrate on agreeing a set of private Protective Provisions during the course of examination and agreement was reached on the form of Side Agreement

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							<p>it is still anticipated that the Side Agreement between the parties will complete before the end of Examination (as it is in agreed form). An update will be provided before the end of Examination if it appears that this will not be the case.</p>	<p>private Protective Provisions as they consider that the Protective Provisions included in the DCO provide adequate protection.</p> <p>The Applicants have sought confirmation that CF Fertiliser will withdraw their objection to the DCO and a response is awaited.</p>	<p>and private Protective Provisions and engrossments were circulated on 8 November 2022, However CF Fertilisers have now indicated that they no longer wish to proceed to complete the Side Agreement as they consider that the Protective Provisions included in the DCO provide adequate protection.</p> <p>The Applicants have sought confirmation that CF Fertiliser will withdraw their objection to the DCO and a response is awaited.</p> <p>The Applicants hope that the voluntary Option Agreement for a Deed of Grant of Easement are agreed shortly thereafter. The Option Agreement for Deed of Grant of Easement is hoped to be agreed during the course of the Examination.</p> <p>The parties' lawyer's have</p>

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									agreed the form of Protective Provisions and side agreement and it is anticipated that this will complete before the end of Examination
13	Chrysaor Petroleum Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) - (c) 111, 137, 143, 145, 146, 148, 150, 151, 168, 186, 188, 98	9b, 10	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.	N/A	N/A
14	Chrysaor Production (U.K.) Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) - (c) 136	10	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated	N/A	N/A

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							mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.		
15	Church Commissioners For England	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) 47a, 48, 49, 50, 51, 52, 53, 54, 55, 63a, 64, 66a, 68 (c) 40, 41, 42, 43, 44, 45, 46, 47, 56, 57, 58, 59, 60, 61, 62, 63, 65, 66, 71, 72, 74, 75, 76	6, 9d, 9e, 10	(b) Interests relate to mines and minerals only, in respect of the CO2 Gathering Network (Work No. 6), and which the Applicants do not envisage needing to acquire an interest in.	N/A	N/A
16	DCS Industrial Limited	N/A	Category 2	No	(a) 393b, 466, 471, 476, 479, 482, 540b, 540c	2a, 3a, 3b, 4, 5a, 5b, 5c, 6,	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage	N/A	N/A

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
					(b) 279, 282, 283, 287, 296, 381, 393a, 393d, 393e (c) 378, 379, 382, 386, 387, 388, 393, 393c, 393f, 397, 412, 419, 420, 423, 426, 427, 432, 435, 436, 439, 448, 458, 458a, 459, 467, 469, 470, 473, 475, 477, 483, 485, 486, 487, 488, 489, 493, 495, 496, 500, 502, 504, 505, 510, 511, 521, 522, 524, 525, 526, 531, 534, 536, 540a, 540d	8, 10	undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.		
17	Dorman Long UK Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) 279, 283, 296 (c) -	10	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke	N/A	N/A

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
							protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.		
18	Dow Chemical Company Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) - (c) 111, 126, 98	10	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.	N/A	N/A

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
19	Du Pont (U.K.) Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) 374 (c) 218, 232a, 252, 253, 253a, 263, 278, 281, 285, 286, 302, 303, 315, 316, 319, 320, 324, 331, 332, 343, 359, 365	2a, 5c, 6, 10	The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.	N/A	N/A
20	East Coast Slag Products Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) (c) -	5c	Refer to South Tees Development Corporation – No. 77 – which covers discussions with the freehold owner of the land, the agreements sought, and the proposed protective provisions.	N/A	Refer to South Tees Development Corporation – No. 77
21	Environment Agency	RR-024 REP1-009	Category 1 – Owner and/or	No	(a) - (b) -	6	(b) Environment Agency included in the Book of Reference as regulator in respect of main rivers. See The	N/A	N/A

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
		REP1-049 REP2-062 REP3-027 REP5-032 REP6-115 REP6-116 REP6-132 REP6-133 REP7-012 REP8-041 REP8-042 REP8-054 REP9-027 REP11-031 REP11-032 PD-022	Occupier		(c) 218, 232a,		KingQueen 's Most Excellent Majesty in Right of Hiser Crown (No. 87) in relation to negotiations with the land owner.		
22	Evonik Lil Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) (c) 167, 168, 170,	6, 9b, 10	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the	N/A	N/A

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
					174, 174d, 176, 176b, 183, 184, 185, 190, 190b, 191, 191a, 191d, 194		apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.		
23	Exolum Riverside Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) 138a (c) 120, 121, 124, 138, 3, 4, 6	6	Refer to Exolum Seal Sands Limited (No. 24)	Refer to Exolum Seal Sands Limited (No. 24)	Refer to Exolum Seal Sands Limited (No. 24)
24	Exolum Seal Sands Limited	AS-196 REP4-047 <u>REP5-021</u> REP5-033	Category 1 – Owner and/or Occupier	No	(a) - (b) 202a, 373 (c) 111, 126, 136, 137, 143, 144, 146, 147, 148, 150, 151,	2a, 5c, 6, 9b, 10	<u>(d)</u> The Parties have agreed, <u>signed and completed</u> -the side agreement and annexed protective provisions- The Parties are now proceeding to make arrangements for final approvals and the signing of these documents.	<u>The Parties have agreed, signed and completed the side agreement and annexed protective provisions</u> The parties are in discussions with respect to a side agreement, an agreed version of which is	<u>N/A - all relevant Agreements complete and Exolum objection has been withdrawn.</u> The Parties have agreed the side agreement and annexed protective provisions. The Parties are

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
					152, 153, 167, 170, 186, 187, 188, 189, 191, 191a, 191d, 202c, 218, 232a, 253, 253a, 263, 281, 284, 285, 286, 302, 303, 314, 315, 319, 320, 332, 343, 356, 98		.	being submitted to the ExA at deadline 5 of the Examination.	now proceeding to make arrangements for final approvals and the signing of these documents.
25	Fine Environmental Services Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) (c) 111, 126, 98	9b, 10	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.	N/A	N/A

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
26	Fine Organics Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) (c) 111, 126, 136, 137, 143, 144, 145, 146, 147, 148, 150, 151, 152, 153, 167, 168, 170, 174, 174d, 176, 176b, 183, 184, 185, 190, 190b, 191, 191a, 191d, 194, 98	6, 9b, 10	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.	N/A	N/A
27	GDF Suez Teesside Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) 19, 374 (c) 108, 144, 153, 167, 185, 190, 190b, 191, 191a, 202c, 218, 232a, 252, 253, 253a, 278, 281, 286, 303, 315, 320, 332, 343,	2a, 5c, 6, 9b, 9f, 10	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of	N/A	N/A

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
					358, 74, 75, 76		"utility undertaker" in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.		
28	Greenergy Biofuels Teesside Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) - (c) 111, 126, 136, 137, 143, 144, 145, 146, 147, 148, 150, 151, 152, 153, 167, 168, 170, 98	9b, 10	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of "utility undertaker" in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.	N/A	N/A
29	Hancock British Holding Limited	N/A	Category 2	No	(a) 325, 328, 329, 330, 333	2a, 5c, 6, 10	(d) The Applicants have included protection in the draft DCO (Part 1,	N/A	N/A

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					(b) - (c) 252, 252a, 253, 253a, 255, 263, 278, 280, 281, 284, 285, 286, 294, 301, 302, 303, 314, 315, 316, 317, 318, 319, 320, 321, 322, 324, 331, 332, 343, 345, 347, 384		Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.		
30	Highfield Environmental Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) 279, 296, 348, 362, 363, 367, 370, 373, 374, 376, 381 (c) 386, 388, 412, 419, 435, 459, 486, 488, 489, 510, 511, 514	3a, 10	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to	N/A	N/A

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
							capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.		
31	Huntsman Polyurethanes (UK) Limited	AS-096 REP1-033 REP1-048 REP2-068 REP2-069 AS-211	Category 2	No	(a) - (b) (c)	6	(d) The Applicants have been in contact with legal representatives for Huntsman since early May 2022. The Applicants received comments on the draft provisions and side agreement from Huntsman's legal representatives on 18 July 2022, and had a call with Huntsman's legal representatives to discuss the protective provisions on 12 August 2022. Most recently the Applicants received comments on 11 October 2022 and the Applicants responded substantively on 24 October 2022. <u>Since the end of the Examination, the Applicant has reviewed the final protective provisions submitted by Huntsman to the Examination and has made comments on these to Huntman's legal representatives on 21 March 2023. Those comments are being considered by Huntsman's legal representatives.</u> <u>A final representation was submitted</u>	The parties <u>were are</u> in discussions <u>during the Examination period</u> with respect to a side agreement. <u>The Applicants are hopeful agreement can still be reached in this respect, although no active discussions are currently taking place, which is being negotiated alongside the protective provisions.</u>	<u>The Applicants await a response from Huntsman.</u> The parties have agreed many of the general principles of the protective provisions <u>and the Applicants will continue to work with Huntsman to reach agreement. However, whilst the Applicants do want to reach agreement, this may not be possible within the Secretary of State's determination period, and are working to agree the remaining points. The Applicants consider that at this stage it is unlikely agreement can be reached during the Examination.</u>

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							<p><u>by Huntsman at the end of the Examination [AS-211] in relation to the protective provisions. The Applicant responds to those submissions as follows:</u></p> <p><u>1. Inclusion of protection for the Group company - The Applicants do not agree that the protection in the DCO should be expanded to the Huntsman group company or any other company. The Applicants have agreed to provide protection for Huntsman as operator of the apparatus within the Order limits, however do not agree that protection for other bodies is necessary. The Applicants consider that the protection proposed is adequate to protect the interests / assets identified as having the potential to be affected by the Proposed Development and in particular the powers in the Order.</u></p> <p><u>2. With respect to the definition of “apparatus” within the protective provisions (PPs) proposed by Huntsman, the Applicants consider this should be restricted to the Order limits (as</u></p>		

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							<p><u>included in the PPs in its draft DCO), as it is not understood that apparatus beyond the Order limits requires protection.</u></p> <p><u>3. In terms of the “major works” definition in the PPs proposed by Huntsman, this should refer to works by Huntsman. The reference to “the apparatus” is also not considered necessary in this definition, which is consistent with the approach taken on the York Potash DCO PPs. Without these amendments the obligation on the undertaker is unnecessarily onerous.</u></p> <p><u>4. Paragraph 14 of Huntsman’s proposed PPs (monitoring for damage to pipelines), sub-paragraph (1) should limit this monitoring to the Order limits, as the undertaker does not have the powers or ability to do so beyond the Order limits.</u></p> <p><u>5. In terms of Paragraphs 20 & 21 of Huntsman’s proposed PPs (restriction on exercising powers), Huntsman does not own any land or</u></p>		

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
							<p><u>interests within the Order limits, and therefore Huntsman does not require this protection. To the extent it may acquire an interest in the future, as set out in submissions to the Examination more generally, the Applicants require powers of compulsory acquisition to ensure that the Proposed Development can be built, maintained, and operated, and so that the public benefits of the NZT project can be realised, including supporting the Government's policies in relation to the timely delivery of new generating capacity and achieving ambitious net zero targets are met. The Applicants consider that the balance lies clearly in favour of the grant of compulsory acquisition powers, taking into account the measures to avoid, minimise or mitigate the effects of such powers, and noting the substantial public benefits that it considers exist for the Proposed Development.</u></p> <p><u>6. In terms of the insurance provisions at paragraphs 22 and 23 of Huntsman's proposed PPs, the Applicants do not agree with the</u></p>		

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
							<p><u>scope of the cover sought by Huntsman; this is a commercial matter for discussion between the parties outside the protective provisions.</u></p> <p><u>7. With respect to the costs provisions in paragraph 24 of Huntsman's proposed PPs, the Applicants do not agree to the drafting proposed by Huntsman in sub-paragraphs (2) and (4) and consider the drafting included in its draft DCO is appropriate and reasonable, particularly (in relation to sub-paragraph (4) and the conduct of claims) given the Applicants' liability for the claims the subject of (4).</u></p> <p><u>The Applicants considers the protective provisions proposed for the protection of Huntsman in its draft DCO provide an appropriate level of protection.</u></p>		
32	ICI Chemicals & Polymers Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) 124a, 124b, 12a, 138a, 141a, 142a, 190a, 191c,	2a, 5c, 6, 10	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the	N/A	N/A

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
			Category 2		17, 19, 20, 22a, 23a, 28a, 34a, 374, 39a, 39b, 43a, 47a, 63a, 66a, 15a (c) 1, 10, 100, 101, 102, 106, 11, 111, 119, 12, 120, 121, 124, 124d, 138, 139, 141, 142, 142b, 15, 156, 157, 158, 16, 165, 166, 169, 171, 171b, 172, 174, 174d, 176, 176b, 183, 184, 185, 185b, 190, 190b, 191, 191a, 191d, 194, 196, 2, 202c, 20a, 21, 218, 22, 23, 232a, 24, 25, 252, 252a, 253, 253a, 255, 26, 263, 278, 28, 280, 281, 284, 285, 286, 3, 30, 301, 302, 303, 31, 314, 315, 316, 319, 320, 324, 33, 332, 34, 343, 35, 358, 36, 37, 38, 39, 4, 40, 41, 42, 43,		apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.		

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					44, 45, 46, 47, 56, 57, 58, 59, 6, 60, 61, 62, 63, 65, 66, 69, 7, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 8, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 93, 94, 95, 96, 98, 99, 5				
33	Ineos Nitriles (UK) Limited	RR-019 REP1-023 REP2-084 REP3-021 REP6-134 REP6-135 REP11-033	Category 1 – Owner and/or Occupier	No	(a) - (b) 122, 123, 125, 135, 138a, 141a (c) 111, 126, 138, 141, 98	6, 9c, 10	(b) – (c) Heads of Terms for a voluntary Option Agreement for a Deed of Grant of Easement have been agreed subject to board approval. The Heads of Terms have now been agreed in principle and the parties have agreed to commence negotiations of the Option Agreement for a Deed of Grant of Easement.- Following Heads of Terms being passed to the board, there was a short lapse in communication from INEOS due to the primary contact having left the company. The Applicants are now continuing to encourage engagement with a senior	HoT's agreed subject to board approval in principle and Legal documents were initially issued directly to INEOS in October 2022 and were subsequently have been issued to INEOS' legal representatives in January 2023. ..	The Applicants will continue to seek engagement from negotiate the Option Agreements for a Deed of Grant of Easement with INEOS in relation to the Heads of Terms, await Ineos Board approval. The parties have agreed the form of Side Agreement including annexed Protective Provisions. The parties are now making arrangements for the signing and completion of the Side Agreement and expect to do so shortly. The Applicants will continue to seek agreement with Ineos on

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
							<p>contact at INEOS <u>and have been successful in in order to</u> progressing terms to legal drafting. The Applicants have proactively drafted and issue draft legal agreements for consideration by INEOS.</p> <p>Little progress has been made with INEOS since attempting to seek board approval.</p> <p><u>(d) The parties have agreed the form of Side Agreement including annexed Protective Provisions. The parties are now making arrangements for the signing and completion of the Side Agreement and expect to do so shortly. The Applicants have been in contact with legal representatives for Ineos Nitriles in relation to protective provisions since December 2021.</u></p> <p>The Applicants provided a further amended version of the protective provisions on 4 April 2022, with a view to addressing concerns raised in Ineos Nitriles' RR, and these are included in the draft DCO submitted at Deadline 2. The Applicants were again been in touch with Ineos Nitriles' legal representatives in June 2022. On 6 October 2022 the Applicants received a brief response</p>		the protective provisions.

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
							confirming that instructions from Ineos Nitriles have now been provided to their legal representatives, and on 19 October the Applicants received a revised draft of the protective provisions. The Applicants returned their comments on the revised draft protective provisions on 1.11.22.		
34	Ineos UK SNS Limited	RR-010 REP1-031	Category 1 – Owner and/or Occupier Category 2	No	(a) - (b) 373 (c) 111, 126, 137, 144, 147, 152, 153, 167, 170, 187, 188, 189, 191d, 192, 255, 263, 280, 285, 302, 314, 319, 354, 510, 533, 98, 416, 431, 508, 535	2a, 3a, 4, 6, 9b, 10	(d) The Applicants have been in contact with legal representatives for Ineos UK SNS since March 2022, with respect to protective provisions and a side agreement. The Applicants have received comments on the draft documents on 25 May 2022. An agreed form of protective provisions was included in the draft DCO at Deadline 2 and a minor update made to those protective provisions at deadline 8. No further changes are proposed at this time, as it is still anticipated that the Side Agreement between the parties will complete before the end of Examination (as it is in agreed form). An update will be provided before the end of Examination if it appears that this will not be the case. The protective provisions also	The parties are in discussions with respect to a side agreement, which is being negotiated alongside the protective provisions. <u>Side Agreement and private form of Protective Provisions agreed and completed</u>	Ineos UK SNS provided comments on the side agreement and protective provisions on 20 October 2022 and the parties are very close to reaching agreement on those documents and agreement is expected on the side agreement before the end of the Examination. An update will be provided before the end of Examination if it appears that this will not be the case. <u>N/A - Side Agreement and private form of Protective Provisions agreed and completed and Ineos UK SNS have withdrawn their objection on behalf of the Breagh Pipeline Owners</u>

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
							provide protection for One-Dyas UK as the joint owner of the Breagh Pipeline, with Ineos UK SNS Limited. Side Agreement and private form of Protective Provisions agreed and completed		
35	ITS Testing Services (UK) Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) 174c (c) 111, 126, 136, 137, 143, 144, 145, 146, 147, 148, 150, 151, 152, 153, 167, 168, 170, 181, 194, 98	6, 9b, 10	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.	N/A	N/A
36	Johnson Matthey Plc	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) - (c) 120, 121, 124,	6	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the	N/A	N/A

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
					138, 3, 4, 6		apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.		
37	KD Pharma UK Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) (c) 111, 126, 98	9b, 10	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective	N/A	N/A

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
							provisions. It is therefore considered adequate protection is in place for the interests of this party.		
38	Marlow Foods Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) 23a (c) 23, 24	6	(d) The Applicants have been in contact with Marlow Foods' legal representatives since August 2021. The Applicants have held several meetings with Marlow Foods to discuss the potential impact of the Proposed Development on Marlow Foods' access. No A substantive response has been received is awaited from Marlow Foods on the protective provisions.	N/A	The Applicants have contacted the legal representatives for Marlow Foods on many occasions during the Examination and have not had a substantive response on the protective provisions. The Applicants don't anticipate reaching agreement during the <u>Secretary of State's decision making period</u> Examination, but consider the proposed protective provisions are appropriate.
39	MGT Teesside Limited	N/A	Category 1 – Owner and/or Occupier	Yes	(a) - (b) 274, 279 (c) -	10	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of	N/A	N/A

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
							"utility undertaker" in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.		
40	Mitsubishi Chemical UK Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) 138a (c) 120, 121, 124, 138, 139, 3, 4, 6	6	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of "utility undertaker" in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.	N/A	N/A
41	National Grid Electricity	RR-012	Category 1 – Owner	Yes	(a) 540c	3a, 6, 9e, 10	(d) The Applicants have been in contact with legal representatives for	Protective provisions and side agreement currently being	Progress protective provisions and negotiate side agreement.

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
	Transmission Plc	REP1-011 REP2-066 REP11-024	and/or Occupier		(b) 274, 279, 283, 393a, 48, 50, 51, 52, 53, 54, 55, 90a (c) 100, 101, 120, 388, 393, 393f, 44, 45, 46, 47, 540a, 89, 90, 96		<p>NGET since June 2021 in relation to protective provisions. Draft protective provisions and a side agreement are being negotiated between the parties. The Applicants issued initial comments on the protective provisions back to NGET's legal representatives on 22 July 2022. The Applicants received a copy of the side agreement from NGET for review on 29 July 2022 and provided comments on the commercial terms to NGET's legal representatives on 12 August 2022. The Applicants received NGET comments on the PPs and a revised Side Agreement on 11 and 12 October 2022, respectively. The Applicants are considering these revised documents further and are seeking to arrange a call with NGET and its solicitors as soon as possible.</p> <p>Most recently, the Applicants and NGET and its legal advisors had a meeting on 27 October 2022 to discuss outstanding matters. The Applicants provided further comments on the Protective Provisions and Side Agreement on 28 October 2022. The Applicants have been in frequent communication with NGET and their legal advisors</p>	<p>negotiated. <u>BCLP (on behalf of NGET) responded to our latest comments and provided preferred forms of public facing PPs to review on 23/3/23. The Applicants are considering these and will revert to their legal advisors in due course, however both parties remain confident that they are close to agreeing terms</u></p> <p>Agreements are in place with NGET for the bilateral connection agreement, construction agreement, CUSC accession agreement and transmission related agreement.</p>	<p>Agreement expected during the course of the Examination.</p> <p>The Applicants and NGET's legal representatives are engaged in discussions and will continue to negotiate with a view to reaching agreement before the end of the examination as soon as possible.</p>

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
							<p>since October 2022, and are now close to having a final agreed agreement and protective provisions in place. The most recent position is that the Applicants have responded to NGET's legal advisors on 22 March 2023.</p> <p>Given the stage at which the Applicants received the comments, the Protective Provisions included at Part 3 of Schedule 12 to the Order do not take into account NGET's preferred position, however the parties are committed to working together with a view to reaching agreement and will update the ExA as soon as possible prior to the close of the Examination. The Applicants are of the view that the protections included in Part 4 are adequate to protect NGET and its statutory undertaking, however the parties are working towards agreeing a revised set of protective provisions to include in the Order, and it is expected that these will be agreed prior to the close of the Secretary of State's determination period.-</p>		

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
42	National Grid Gas Plc	RR-013 REP1-012 REP2-067 REP11-025	Category 1 – Owner and/or Occupier Category 2	Yes	(a) - (b) 34a, 39a, 39b, 94a (c) 100, 101, 110, 111, 114, 30, 32, 34, 35, 37, 38, 39, 90, 94, 96, 98, 115, 89, 93, 95	2a, 6, 10	(d) The Applicants have been in contact with legal representatives for NGG since June 2021 in relation to protective provisions. Draft protective provisions and a side agreement are being negotiated between the parties. The Applicants issued comments on the protective provisions back to NGG's legal representatives on 22 July 2022. The Applicants received a copy of the proposed PPs for NGG and a draft Side Agreement on 25 and 26 October 2022, respectively. Most recently, the Applicants and NGG and its legal advisors had a meeting on 27 October 2022 to discuss outstanding matters. The Applicants provided further comments on the Protective Provisions on 28 October 2022. Given the stage at which the Applicants received preferred form of Protective Provisions from NGG, the version included at Part 4 of Schedule 12 to the Order do not take into account NGG's preferred position, however the parties continue to discuss this with a view to reaching agreement and will	Protective provisions currently being negotiated. BCLP (on behalf of NGT (formerly National Grid Gas)) responded to our latest comments and provided preferred forms of public facing PPs to review on 23/3/23. The Applicants are considering these and will revert to their legal advisors in due course, however both parties remain confident that they are close to agreeing terms. Awaiting copy of side agreement from NGG for review. The Applicants connection application was accepted by NGG in February 2021. A PARCA is required and will be progressed in 2023.	Progress protective provisions and negotiate side agreement. Agreement expected during the course of the Examination. The Applicants- and NGG's legal representatives are now engaged in discussions with a view to reaching agreement before the end of the examination <u>as soon as possible.</u>

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
							<p><u>update the ExA as soon as possible. The Applicants and NGG and its legal advisors have agreed that once the NGET protective provisions and side agreement have been agreed NGG's legal advisors will prepare a replica – insofar as it is appropriate – set of documents for review. It is anticipated by both parties that these will be similar to the agreed form NGET documents and the expectation is that these can be agreed quickly.</u></p> <p>The Applicants are of the view that the protections included in Part 4 are adequate to protect NGG and its statutory undertaking, <u>however the parties are working towards agreeing a revised set of protective provisions to include in the Order, and it is expected that these will be agreed prior to the close of the Secretary of State's determination period.-</u></p>		
43	Navigator Terminals North Tees Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) - (c) 82, 83	6	Refer to Navigator Terminals Seal Sands Limited – No. 44	Refer to Navigator Terminals Seal Sands Limited – No. 44	Refer to Navigator Terminals Seal Sands Limited – No. 44

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
44	Navigator Terminals Seal Sands Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) 156a, 157a, 169a, 172a, 174a, 174b, 174c, 179, 179a, 193, 195, 197, 199, 202a (c) 111, 126, 136, 137, 143, 144, 145, 146, 147, 148, 150, 151, 152, 153, 156, 157, 157b, 165, 165a, 167, 168, 169, 170, 172, 174, 174d, 174e, 181, 194, 196, 201, 202c, 98	6, 9b, 10	(a) – (c) Heads of Terms for an Option Agreement for a Deed of Grant of Easement have been agreed between the parties. The Option Agreement and Deed documents have been issued and are being negotiated between the parties' legal representatives. (d) The Protective Provisions were provided in draft to Navigator's legal representatives <u>confirmed agreement with the protective provisions on 3 March 2023 (these are the protective provisions already included in the draft DCO before the Examination).</u> in March 2022. Most recently, the Applicants responded on 28 July 2022 to amendments made to the protective provisions by Navigator's legal representations, and have subsequently followed up by email several times.	Hot's agreed. <u>An Option Agreement for a Deed of Easement is being negotiated between the parties.</u> A side agreement is being negotiated alongside the protective provisions.	Draft Option Agreement for Deed of Grant was issued by the Applicants on 6 June 2022. The parties' legal representatives continue to negotiate the Option Agreement for a Deed of Grant of Easement. An all parties meeting to progress the agreements towards completion has been arranged for 27th March 2023. Applicants' solicitors have been following up with the solicitor acting for Navigator Terminals. The Applicants' solicitors received comments from Navigator's solicitor on the Deed of Grant on 18 October 2022 which they are reviewing. The Applicants' solicitors await comments on the Option which they hope to receive soon after deadline 12. Despite our efforts it is unlikely that it will be possible to reach agreement of the Option for Deed of Grant of Easement prior to

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
									<p>the end of the Examination but the Applicants continue to pursue agreement.</p> <p>In relation to protective provisions and side agreement the Applicants have contacted Navigator's lawyers on many occasions to seek to reach agreement, however, there has been no substantive response since July 2022. The Applicants do not anticipate reaching agreement during the Examination, however, it is considered that the proposed protective provisions are appropriate.</p>
45	Network Rail Infrastructure Limited	RR-027 REP1-019	Category 1 – Owner and/or Occupier	Yes	(a) - (b) 13a, 9a (c) 11, 13, 344, 349, 350, 351, 352, 354, 355, 356, 357, 358, 359, 360, 365, 366, 416, 431, 508,	2a, 3a, 4, 5c, 6, 10	(a) A legal undertaking for Network Rail's legal representatives to review Heads of Terms and legal agreements is being finalised by the Applicants's legal representatives. (d) <u>Negotiations relating to Framework Agreement and private Protective Provisions ongoing</u> The Applicants have been in contact with	A framework agreement is being negotiated alongside the protective provisions. Network Rail have reviewed Heads of Terms for a voluntary agreement and are seeking advice from their	<p><u>The Applicants and Network Rail has agreed a commercial position however further design details are required before Network Rail's consent can be given.</u></p> <p><u>The Applicants are is in receipt of Network Rails standard Heads of Terms and</u></p>

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
					535, 84, 85, 86, 9		<p>Network Rail's legal representatives with respect to protective provisions and a framework agreement since November 2021. The Applicants have commented on Network Rail's standard form of protective provisions and framework agreement on 24 June 2022, and have subsequently sent emails following up a response. Despite the Applicant's efforts it may not be possible to reach agreement on the Framework Agreement prior to the end of the Examination although the applicant continues to pursue this. Nevertheless, the Applicant considers that the form of proposed protective provisions included on the face of the order are appropriate and adequate to protect NRIL's interests.</p> <p>Network Rail clearance process has been completed and the Applicants were successful.</p>	<p>legal representatives.</p> <p>The Applicants have been in contact with Network Rail's legal representatives with respect to protective provisions and a framework agreement since November 2021. The Applicants have commented on Network Rail's standard form of protective provisions and framework agreement on 24 June 2022, and have subsequently sent numerous emails following up a response. Despite the Applicants's efforts it may not be possible to reach agreement on the Framework Agreement prior to the determination of the DCO end of the Examination although the applicant continues to pursue this. Nevertheless, the Applicants considers that the form of proposed protective provisions included on the face of the order are</p>	<p>discussions are ongoing on a fee undertaking.</p> <p>The Applicants' solicitor has requested confirmation of Network Rail's solicitors fees so that an undertaking can be provided in relation to review of the heads of terms and awaits a response from Network Rail's solicitors. Network Rail's solicitor has confirmed that he is speaking with Network Rail on the same day as deadline 12 and so it is hoped that we will have a response shortly after deadline 12.</p> <p>The Applicants will continue to negotiate the terms of the voluntary agreements.</p> <p>The Applicant's sent back comments on NRIL's draft Framework Agreement on 24</p>

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
								<p><u>appropriate and adequate to protect NRIL's interests.</u></p>	<p>June 2022 and are awaiting NRIL's response. It is understood that the delay is largely due to personnel changes at NRIL and the Applicant has therefore been hopeful that they would receive comments from NRIL to enable the documents to be agreed during the examination period. Unfortunately given that a response remains awaited it may not be possible to reach agreement on the Framework Agreement prior to the end of the Examination, despite the Applicant's best efforts. The Applicant considers that the form of proposed protective provisions included on the face of the order are appropriate and adequate to protect NRIL's interests.</p>
46	Norpip Petroleum UK	N/A	Category 1 – Owner and/or	No	(a) - (b) -	9b, 10	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of	N/A	N/A

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
	Limited		Occupier		(c) 111, 126, 136, 137, 143, 144, 146, 147, 148, 150, 151, 152, 153, 167, 170, 186, 187, 188, 189, 191d, 98		electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.		
47	Norsea Pipeline Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) - (c) 111, 136, 143, 146, 148, 150, 151, 186, 188, 98	9b, 10	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to capture owners of apparatus not	N/A	N/A

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
							normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.		
48	North Tees Land Limited	RR-016 RR-022 REP1-032 REP2-010 REP2-011 REP5-035 REP5-036 REP6-138 REP7-004 REP9-031 REP11-043 REP12-124 REP12-128 REP12-136 REP13-030	Category 1 – Owner and/or Occupier	No	(a) - (b) 128a, (c) 119, 128,	6	Refer to North Tees Limited – No.49	Refer to North Tees Limited – No.49	Refer to North Tees Limited – No.49

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
49	North Tees Limited	RR-022 RR-028 REP1-032 REP1-051 REP2-010 REP2-011 REP2-070 REP2-070a REP5-035 REP5-036 REP6-138 REP7-004 REP7-014 REP9-031 REP11-043 REP12-124 REP12-127 REP12-128 REP12-136	Category 1 – Owner and/or Occupier	No	(a) - (b) 124a, 124b, (c) 120, 121, 124, 124d, 81, 83	6	(b) - (c) Heads of Terms for a voluntary Option Agreement for a Deed of Grant of Easement are currently being negotiated by the parties. The Applicants have not heard from the North Tees Group in some time in relation the voluntary agreements and await a response on the mark ups. (d) Protective Provisions are being negotiated between the parties, and draft provisions were included in the draft DCO (Part 27, Schedule 12) at Deadline 4. Draft Protective Provisions were also sent by the Applicants' solicitor to North Tees Limited's solicitor on 16 August and on 14 October. North Tees Limited's solicitor provided their draft protective provisions on 19 October. The Applicants returned comments on North Tees Limited's set of protective provisions on 28 October.	In negotiation.	The Applicants will seek to continue to progressing the HoTs and protective provisions negotiations with NTL. The Applicants are hopeful that substantive progress will be made during the Examination. The Applicants await a response from North Tees Group on the latest mark-up of the Heads of Terms (containing matters relevant to the land agreements and protective provisions) which were issued on 15th November 2022 and accompanying response table.

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
		REP13-030 AS-207 AS-208							
50	North Tees Rail Limited	RR-022 RR-029 REP1-032 REP2-010 REP2-011 REP5-035 REP5-036 REP6-138 REP7-004 REP9-031 REP11-043 REP12-124 REP12-128 REP12-136 REP13-030	Category 1 – Owner and/or Occupier	No	(a) - (b) - (c) 84, 85, 86, 87, 88	6	Refer to North Tees Limited – No.49	Refer to North Tees Limited – No.49	Refer to North Tees Limited – No.49
51	Northern Electric	N/A	Category	No	(a) -	10	(d) The Applicants have included	N/A	N/A

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
	Plc		1 – Owner and/or Occupier		(b) - (c) 111, 126, 136, 137, 98		protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.		
52	Northern Gas Networks Limited	REP1-013	Category 1 – Owner and/or Occupier	Yes	(a) - (b) 274, 279, 374, 49, 50, 51, 52, 64, 67, 67a, 68 (c) 108, 111, 126, 144, 147, 148, 151, 152, 153, 25, 26, 30, 31, 343, 347, 360, 98	2a, 5c, 6, 9b, 10	(d) <u>Negotiations relating to Asset Protection Agreement and private Protective Provisions stalled due to lack of response from NGN's legal representatives. The Applicants have been in contact with Northern Gas Networks Limited with respect to protective provisions since May 2022. Most recently, the Northern Gas Networks have provided their comments on the draft form of protective provisions and asset</u>	<u>An asset protection agreement is being negotiated by the parties. The Applicants have been in contact with Northern Gas Networks Limited with respect to protective provisions since May 2022. Most recently, Northern Gas Networks provided comments on the draft form of protective provisions and</u>	The Applicants have responded to comments received from Northern Gas Networks on 5 October 2022 and NGN's response is awaited. Despite the Applicants's efforts it may not be possible to reach agreement of the Asset Protection Agreement prior to the end of the <u>SoS determination period</u>

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
							<p>protection agreement on 5 September 2022. Following consideration, the Applicants have returned comments on 5 October 2022. Despite the Applicant's efforts it may not be possible to reach agreement of the Asset Protection Agreement prior to the end of the Examination due to the lack of response from Northern Gas Networks, but the Applicant continues to pursue this.</p> <p>Protective provisions for Northern Gas Networks were included in the draft DCO (Part 26, Schedule 12) at Deadline 4 and were updated for Deadline 8. The Applicant considers that the form of Protective Provisions included in the DCO are appropriate and adequate to protect Northern Gas Network's Interests.</p>	<p><u>asset protection agreement on 5 September 2022 and the Applicant's legal representatives returned comments on 5 October 2022 and followed up by email on 13 October 2022. Despite the Applicant's efforts it may not be possible to reach agreement of the Asset Protection Agreement prior to the end of the Examination due to the lack of response from Northern Gas Networks.</u></p> <p>Protective provisions for Northern Gas Networks were included in the draft DCO (Part 26, Schedule 12) at Deadline 4 and were updated for Deadline 8. The Applicant considers that the form of Protective Provisions included in the DCO are appropriate and adequate to protect Northern Gas Network's Interests.</p>	<p>Examination but the Applicants continue to pursue this and consider that the form of Protective Provisions included in the DCO are appropriate and adequate to protect Northern Gas Network's Interests.</p>

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
53	Northern Gas Processing Limited	N/A	Category 1 – Owner and/or Occupier Category 2	No	(a) - (b) - (c) 103, 106, 108, 111, 98, 105	2a, 10	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.	N/A	N/A
54	Northern Powergrid (Northeast) Plc	RR-030 REP1-014 REP2-088 REP4-011 REP4-012	Category 1 – Owner and/or Occupier	Yes	(a) - (b) 279, 289, 290, 296 (c) 111, 126, 136, 137, 382, 395, 98	2a, 3a, 5c, 6, 9a, 10	(d) The Applicants parties have <u>agreed the form of Side Agreement including annexed Protective Provisions. The parties are now making arrangements for the signing and completion of the Side Agreement and expect to do so shortly. been in contact with Northern Powergrid's legal representatives since June 2021. Meetings have been held between</u>	N/A	<u>The parties have agreed the form of Side Agreement including annexed Protective Provisions and are currently arranging for signing and completion. The Applicants await comments on the draft protective provisions. Substantial progress is expected to be made before the end of the Examination.</u>

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
							<p>the Applicants and Northern Powergrid to discuss the extent of the potential interface.</p> <p>A response on the draft side agreement and draft protective provisions from Northern Powergrid was received on 27 September 2022, and emails have since been exchanged between the parties' legal representatives. The Applicants returned comments to Northern Powergrid's solicitors on 13 October and a response is awaited.</p>		
55	Northumbrian Water Limited	RR-031 REP1-015 REP2-074 REP2-075 REP2-076 REP2-077 REP3-023 REP4-013 REP4-014 <u>REP5-019</u>	Category 1 – Owner and/or Occupier	Yes	(a) - (b) 12a, 138a, 141a, 142a, 158a, 166a, 171a, 172a, 174a, 174b, 176a, 183a, 184a, 185a, 190a, 191c, 19, 23a, 274, 279, 28a, 296, 34a, 374, 67, 67a, 68, 70a, 70b (c) 100, 101, 103, 106, 108, 111, 119, 12, 120, 121, 124, 126, 136, 137, 138, 141, 142, 142b,	2a, 6, 9, 10	<p>(d) The parties have agreed, signed and completed the Side Agreement including annexed Protective Provisions. Applicants have been in contact with Northumbrian Water's legal representatives since December 2021.</p> <p>Parties have agreed to use bespoke Northumbrian Water protective provisions as requested in Northumbrian Water's RR.</p> <p>The Parties continue to regularly exchange drafts of the PPs, the most recent being a draft provided by the Applicants to Northumbrian Water's</p>	In addition to PPs the Applicants are negotiating a services option agreement for effluent treatment.	<p>The parties have agreed, signed and completed the Side Agreement including annexed Protective Provisions. The Applicants returned comments on the protective provisions to Northumbrian Water Limited on 27 October 2022 and negotiations are ongoing. The Applicants submitted a joint statement of common ground at Deadline 5 and the Applicants have provided an update joint statement of common ground to Northumbrian Water for their</p>

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
		REP5-020 REP12-137			144, 147, 148, 151, 152, 153, 156, 157, 157b, 158, 165, 165a, 166, 166b, 167, 169, 170, 171, 171b, 172, 174, 174d, 174e, 176, 176b, 181, 183, 184, 185, 185b, 186, 187, 188, 189, 190, 190b, 191, 191a, 191d, 202c, 218, 23, 232a, 24, 25, 252, 253, 253a, 255, 26, 263, 278, 28, 281, 284, 285, 286, 301, 302, 303, 314, 315, 318, 32, 320, 321, 322, 33, 331, 332, 34, 343, 345, 347, 35, 36, 360, 365, 40, 44, 56, 57, 65, 69, 70, 71, 72, 76, 77, 78, 79, 80, 82, 84, 85, 86, 87, 89, 90, 91, 93, 94, 96, 98		solicitors on 27 October.		consideration. Agreement is expected during the Examination.
56	NPL Waste	RR-032	Category	No	(a) -	6	<u>(b)-(c) Heads of terms for a voluntary</u>	In negotiation. <u>There has of</u>	Complete head of terms and

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
	Management Limited	AS-203 REP1-025 REP4-019 REP4-020 REP7-015 AS-203 AS-212 AS-217	1 – Owner and/or Occupier		(b) 10a, 12a, 15a, 17, 1a, 3a, 4a, 6a, 8a, 8b (c) 1, 10, 12, 15, 16, 3, 4, 5, 6, 8		<p><u>option agreement have been in negotiation since 2021 with regards to an easement area and associated temporary works areas.</u></p> <p><u>The Applicant is not seeking any rights relating to the Mines and Minerals with the AP's estate.</u></p> <p><u>(d) Subject to the Heads of terms being agreed the protective provisions will be updated accordingly.</u></p> <p>(b) – (c) Heads of Terms for a voluntary Option Agreement for a Deed of Grant of Easement are currently being negotiated by the parties. The Applicants have issued what it hopes is a final set of terms to NPL having addressed the comments raised and are awaiting a response. The Applicants are working with NPL's representatives to resolve matters on outstanding fees. The Applicants continue to await a response on the Heads of Terms from NPL.</p> <p><u>No rights relating to mineral interests</u></p>	<p><u>late been significant delays in receiving comments back on the terms issued to NPL by the Applicants. Terms were issued in July 2022 and comments were received in March 2023. The Applicants have reviewed the document and issued an updated version to NPL. It is hoped that with the latest revision to terms the parties are close to instructing solicitors to progress the legal option agreement, much of which will be populated by the detailed Heads of terms.</u></p>	<p>instruct solicitors.</p> <p>The Applicants <u>will continue to engage with NPL in the hope of reaching a voluntary agreement and are had hoped to receive a response on the protective provisions & heads of terms ahead of Deadline 9 but as yet is still awaiting these comments. The Applicants will continue to seek a response and anticipate reaching agreement following the Examination, is hopeful to instruct respective solicitors soon to progress the option agreement.</u></p>

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
							<p>are being sought either voluntarily or through compulsory acquisition powers. The Applicants excluded these rights from the Book of Reference at Deadline 4 [REP4-005/6].</p> <p>(d) The Applicants have been in contact with NPL's legal representatives since February 2022 in relation to the protective provisions. NPL has provided comments on the protective provisions on 17 May 2022, which the Applicants responded to.</p>		
57	One-Dyas UK Limited	N/A	Category 1 – Owner and/or Occupier Category 2	No	(a) - (b) 373 (c) 188, 192, 255, 263, 280, 285, 302, 314, 319, 354, 510, 533, 416, 431, 508, 535	2a, 3a, 4, 6, 9b, 10	(d) The Applicants have been in contact with legal representatives for Ineos UK SNS since March 2022, with respect to protective provisions and a side agreement. The protective provisions also provide protection for One-Dyas UK as the joint owner of the Breagh Pipeline, with Ineos UK SNS Limited. Refer to Ineos UK SNS Limited – No. 34.	Refer to Ineos UK SNS Limited – No. 34.	Refer to Ineos UK SNS Limited – No. 34.
58	Openreach	N/A	Category	Yes	(a) 323, 327, 339,	1, 2a,	(d) The Applicants have included	N/A	The Applicants have written to

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
	Limited		1 – Owner and/or Occupier		341, 346, 361, 364, 369, 375, 391, 392, 396, 402, 403, 414, 415, 422, 424, 429, 449, 450, 451, 456, 457 (b) 142a, 158a, 166a, 171a, 176a, 183a, 184a, 185a, 191c, 192, 289, 291, 293, 299, 300, 336, 337 (c) 108, 111, 126, 136, 137, 151, 152, 153, 167, 168, 170, 190, 191d, 395, 408, 409, 423, 425, 425a, 426, 463, 464, 472, 98	3a, 5c, 6, 7, 8, 9a, 10	protection in the draft DCO (Part 2, Schedule 12) for the protection of operators of electronic communications code networks, which protect the apparatus of any operator (not otherwise covered by bespoke protective provisions included in Schedule 12).		Openreach Limited however no response has been received by the Applicants. Openreach Limited benefit from the protective provisions in Part 2 of Schedule 12 of the draft DCO.
59	PD Teesport Limited	RR-033 PDA-005 REP1-016 REP1-053 REP2-093	Category 1 – Owner and/or Occupier	Yes	(a) 112 (b) 142a, 158a, 166a, 171a, 176a, 183a, 184a, 185a, 190a, 191c, 222 (c) 108, 110, 111,	2a, 2b, 5a, 5b, 6, 8, 9b, 10	<u>(a)-(c) The Applicants responded on 20 March 2023 to a request for information from PDT regarding the nature of the commercial offer.</u> <u>It is understood that PDT will be engaging an external consultant to finalise negotiations on their behalf.</u>	<u>Complete</u> <u>(a) The extent of the land to be acquired is subject to discussion with CATS as PDT's lessee.</u> <u>(b) – (c) Negotiations are ongoing following meetings</u>	<u>N/A.</u> <u>PDT objection is withdrawn.</u> <u>Applicants continuing to discuss property arrangements with PDT</u>

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
		REP3-024 REP4-015 REP4-016 REP6-140 REP6-141 <u>REP9-010</u> <u>REP9-011</u> <u>REP11-038</u>			113, 114, 126, 136, 137, 142, 142b, 143, 144, 145, 146, 147, 148, 150, 151, 152, 153, 158, 166, 166b, 167, 168, 170, 171, 171b, 176, 176b, 181, 183, 184, 185, 185b, 186, 187, 188, 189, 190, 190b, 191, 191a, 191b, 191d, 192, 194, 378, 474, 475, 477, 91, 92, 98		<p>(d) Side Agreement and agreed form of PPs now complete.</p> <p>(a) Negotiations are in progress to secure plot 112 by voluntary agreement.</p> <p>(b) – (c) Heads of Terms for a voluntary Option Agreements for various Deeds of Grant of Easement are to be negotiated by the parties.</p> <p>(d) — An agreed form of PPs was included in the Applicant's Deadline 8 DCO. No further changes are proposed at this time, as it is still anticipated that the Side Agreement between the parties will complete before the end of Examination (as it is in agreed form). An update will be provided before the end of Examination if it appears that this will not be the case.</p>	<p>held on 29th July and on 6th October. Additional rights have been identified for negotiation and the applicant is in contact with PDT.</p> <p>(d) PPs and Side Agreement agreed.</p> <p>Negotiations are continuing but commercial terms are to be agreed with PDT's external consultant.</p>	<p>separately from DCO process.</p> <p>The Applicants will continue to engage with PDT with a view to agreeing voluntary terms for the rights being sought.</p> <p>Updated commercial terms were offered to PDT and were discussed at the meeting on 6th October. HoTs negotiations will be progressed with PDT.</p>
60	PMAC Energy	N/A	Category 2	No	(a) -	10	(d) The Applicants have included protection in the draft DCO (Part 1,	N/A	N/A

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	Limited				(b) 223 (c) -		Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.		
61	PX Holdings Limited	N/A	Category 2	No	(a) - (b) - (c) 105	2a	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to	N/A	N/A

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
							capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.		
62	RBC Europe Limited	N/A	Category 2	No	(a) 112 (b) 142a, 158a, 166a, 171a, 176a, 183a, 184a, 185a, 190a, 191c, 222 (c) 103, 105, 106, 108, 110, 111, 113, 114, 126, 136, 137, 142, 142b, 143, 144, 145, 146, 147, 148, 150, 151, 152, 153, 158, 166, 166b, 167, 168, 170, 171, 171b, 176, 176b, 181, 183, 184, 185, 185b, 186, 187, 188, 189, 190, 190b, 191, 191a, 191b, 191d, 192, 194, 91, 92, 98	2a, 2b, 6, 9b, 10	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.	N/A	N/A

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
63	Redcar & Cleveland Borough Council	AoC-002 REP1-005 REP1-046 REP2-094 REP4-007 REP4-008 REP4-041 REP5-039 REP6-111 REP6-112 REP9-009 REP11-022	Category 1 – Owner and/or Occupier	No	(a) - (b) - (c) 499, 526, 527, 529, 539	5b, 8	(b) Heads of Terms for an Option Agreement for a Deed of Grant of Easement have been agreed between the parties. The Option Agreement and Deed documents are currently- being negotiated between the parties' legal representatives.	Heads of Terms agreed <u>and legal agreements for the Option Agreement for Deed of Grant of Easement are near completion. The updated agreements are currently with RCBC for comment.</u>	Continue to progress Heads-of terms-agreed-and the Option Agreement for Deed of Grant of Easement <u>with RCBC and complete the agreements prior to the end of the SoS Determination period. issued to landowner's solicitor on 19 August 2022. Documents are agreed in principle and the Applicants' solicitor is preparing versions are near to completion. that deal with the different types of infrastructure for final approval by the Owner's solicitor. It may not be possible to reach exchange of the option agreement prior to the end of the Examination but the Applicants continue to work towards exchange as soon as possible.</u>
64	Redcar Bulk Terminal Limited	RR-001 AS-041 REP1-026	Category 2 Category 1 – Owner	No	(a) 323, 327, 339, 341, 346, 361, 364, 369, 375, 380, 385, 389, 390, 391, 392, 394, 396, 398, 399,	1, 2a, 3a, 4, 5c, 6, 7, 9a, 10	<u>All Agreements between the Parties now complete with agreed form of PPs.</u>	Drafted and in negotiation <u>Complete</u>	<u>N/A - All agreements complete and RBT objection withdrawn.</u>

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
		REP1-054 REP2-095 REP2-096 REP3-028 REP4-042 REP5-040 REP9-034 REP11-039 REP12-139 REP13-031	and/or Occupier		400, 402, 403, 404, 406, 407, 410, 411, 414, 415, 422, 424, 429, 447, 449, 450, 451, 452, 454, 455, 456, 457 (b) 222, 223, 279, 282, 283, 287, 290, 296, 300, 338, 348, 362, 363, 367, 370, 374, 376, 381, 289, 290, 291, 292, 293, 298, 299, 300, 336, 337, 338, 342 (c) 386, 395, 397, 401, 412, 420, 425, 426, 431, 432, 434, 439, 377, 395, 408, 409, 409a, 409b, 425, 425a, 461, 462, 464, 478, 516, 517, 518, 519, 520		<p>(c) Heads of Terms for Quay Upgrade Works contract; Quay Use Agreement; and Lease option has been signed by the parties. Draft documents are well progressed.</p> <p>(d). Whilst good progress has been made on Agreements, it is apparent that it is unlikely that they will complete before the end of Examination.</p> <p>In this context, the PPs for RBT's benefit in the DCO have been updated to incorporate the form of Protective Provisions that was submitted at Deadline 9 by RBT which reflected discussions between the Parties (REP9-034). These are agreed, save that in sub-paragraph (b) of the paragraph headed 'Indemnity' the Applicant has added additional words which allows NZT to take on the conduct of claims made against RBT which would be claimed against NZT under the indemnity ("which, if it withholds such consent, has the conduct of any settlement or compromise of any proceedings necessary to resist the claim or demand").</p> <p>This wording is sought by the</p>		<p>Discussions have continued at pace to enable voluntary agreements to be completed before the end of Examination. It is anticipated that these will be concluded in November. An updated SoCG will be submitted once this has been able to be achieved.</p> <p>Drafts for option agreement, laydown lease and other project related service agreements have been through several rounds of amendments between the Applicants' solicitors and RBT's solicitors and are in the process of finalisation.</p>

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
							<p>Applicant (but is not agreed by RBT) on the basis that, in the absence of an agreed cap on the indemnity between the Parties, the Applicant should be able to take on claims to ensure that it at least has the possibility of minimising its liability, where RBT would have no incentive to do so. These matters have formed part of the discussions between the Parties on a Side Agreement but this has not yet been able to conclude. The Applicant therefore seeks to protect its position accordingly in the Protective Provisions.</p>		
65	Richard Grainger	N/A	Category 1 – Owner and/or Occupier	No	<p>(a) -</p> <p>(b) 34a, 39a, 39b, 47a, 51, 53, 54, 55, 63a, 66a</p> <p>(c) 34, 39, 43, 47, 56, 58, 60, 61, 63, 66</p>	6, 9e, 10	<p>(b) This party is an occupier of land adjacent to the existing pipeline corridor which is managed by Sembcorp, who is also the freehold owner of the adjacent land. The Applicants are negotiating with Sembcorp (see row 168) in relation to the acquisition of the necessary rights.</p>	N/A	See Sembcorp entry, 168

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
66	Royal Society for the Protection of Birds	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) 34a, 39a, 39b, 43a, 47a, 53, 54, 55, 63a, 66a (c) 34, 39, 43, 47, 61, 63, 66	6, 9e, 10	(b) This party is an occupier of land adjacent to the existing pipeline corridor which is managed by Sembcorp, who is also the freehold owner of the adjacent land. The Applicants are negotiating with Sembcorp (see row 168) in relation to the acquisition of the necessary rights. The Applicants are discussing access for surveys with this party.	N/A	See Sembcorp entry, 168
67	RWE Cogen UK Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) - (c) 111, 113, 98	2a, 10	Company now dissolved.	N/A	N/A
68	RWE Generation UK Plc	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) - (c) 111, 126, 98	10	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective	N/A	N/A

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
							provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.		
69	Sabic UK Petrochemicals Limited	RR-038 REP1-027 REP2-100 REP2-101 AS-213	Category 1 – Owner and/or Occupier	No	(a) - (b) 128a, 138a, 141a, 142a, 374, 63a, 67, 67a, 68 (c) 100, 101, 111, 119, 120, 121, 124, 126, 128, 137, 138, 141, 142, 142b, 145, 156, 157, 158, 165, 166, 166b, 169, 171, 171b, 172, 174, 174d, 176, 176b, 183, 184, 185, 190, 190b, 191, 191a, 194, 202c, 218, 232a, 252, 253, 253a, 263, 278, 281, 285, 286, 302, 303, 314, 315, 318, 320, 322, 332, 343,	2a, 5c, 6, 9b, 10	(b) Heads of Terms for an Option Agreement for a Compound Lease have been agreed between the parties. The Option Agreement and Lease documents are currently in draft format and are to be negotiated between the parties legal representatives. (d) The Applicants have been in contact with Sabic's legal representatives since April 2021 with respect to protective provisions. The Applicants received comments on the draft provisions and side agreement from Sabic's legal representatives on 18 July 2022 and had a call with Sabic's legal representatives to discuss the protective provisions on 12 August 2022. Most recently the Applicants received comments on 11 October 2022 and responding on 24 October 2022. Since the end of the	The draft option and compound lease are in negotiation. Most recently, the Applicants' solicitors issued an updated markup to Sabic's solicitors on 27 February 2023. The parties were in discussions during the Examination period with respect to a side agreement. The Applicants are hopeful agreement can still be reached, although no active discussions are currently taking place, which is being negotiated alongside the protective provisions.	The draft option and compound lease were issued to Sabic's solicitors and mark-ups were received back from Sabic's solicitors on 30 September 2022. The Applicants' solicitors are reviewing the mark-ups with a view to responding to Sabic's solicitors shortly after deadline 12. Final agreement of the option for lease is unlikely to be achieved prior to the end of the Examination but the Applicants continue to pursue agreement. The Applicants will continue to work with Sabic on the parties have agreed many of the general principles of the protective provisions and are

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
					358, 57, 59, 62, 63, 65, 75, 76, 77, 78, 79, 80, 84, 85, 87, 89, 90, 93, 94, 95, 96, 98		<p><u>Examination, the Applicant has reviewed the final protective provisions submitted by Sabic to the Examination and has made comments on these to Sabic's legal representatives on 21 March 2023. Those comments are being considered by Sabic's legal representatives.</u></p> <p><u>A final representation was submitted by Sabic at the end of the Examination [AS-213] in relation to the protective provisions. The Applicant responds to those submissions as follows:</u></p> <p><u>1. Inclusion of protection for the Group company - The Applicants do not agree that the protection in the DCO should be expanded to the Sabic group company or any other company not included in the Book of Reference. There are no interests within the Order limits owned by parties other than the identified Sabic entity in the protective provisions (as included in the Applicants' draft DCO). The Applicants consider that the protection proposed is adequate to protect the interests /</u></p>		<p><u>working to agree the remaining points, however whilst the Applicants do want to reach agreement, this may not occur within the Secretary of State's determination period that is unlikely to happen before the end of the Examination.</u></p>

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
							<p><u>assets identified as having the potential to be affected by the Proposed Development and in particular the powers in the Order.</u></p> <p><u>2. With respect to the definition of “apparatus” within the protective provisions (PPs) proposed by Sabic, the Applicants consider this should be restricted to the Order limits (as included in the PPs in its draft DCO), as it is not understood that apparatus beyond the Order limits requires protection.</u></p> <p><u>3. In terms of the “major works” definition in the PPs proposed by Sabic, this should refer to works by Sabic. The reference to “the apparatus” is also not considered necessary in this definition, which is consistent with the approach taken on the York Potash DCO PPs. Without these amendments the obligation on the undertaker is unnecessarily onerous.</u></p> <p><u>4. Paragraph 14 of Sabic’s proposed PPs (monitoring for damage to pipelines), sub-</u></p>		

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
							<p><u>paragraph (1) should limit this monitoring to the Order limits, as the undertaker does not have the powers or ability to do so beyond the Order limits.</u></p> <p><u>5. Paragraphs 20 & 21 of Sabic's proposed PPs (restriction on exercising powers), as set out in submissions to the Examination more generally, the Applicants require powers of compulsory acquisition to ensure that the Proposed Development can be built, maintained, and operated, and so that the public benefits of the NZT project can be realised, including supporting the Government's policies in relation to the timely delivery of new generating capacity and achieving ambitious net zero targets are met. The Applicants consider that the balance lies clearly in favour of the grant of compulsory acquisition powers, taking into account the measures to avoid, minimise or mitigate the effects of such powers, and noting the substantial public benefits that it considers exist for the Proposed Development.</u></p>		

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
							<p><u>6. In terms of the insurance provisions at paragraphs 22 and 23 of Sabic's proposed PPs, the Applicants do not agree with the scope of the cover sought by Sabic; this is a commercial matter for discussion between the parties outside the protective provisions.</u></p> <p><u>7. With respect to the costs provisions in paragraph 24 of Sabic's proposed PPs, the Applicants do not agree to the drafting proposed by Sabic in sub-paragraphs (2) and (4) and consider the drafting included in its draft DCO is appropriate and reasonable, particularly (in relation to sub-paragraph (4) and the conduct of claims) given the Applicants' liability for the claims the subject of (4).</u></p> <p><u>The Applicants considers the protective provisions proposed for the protection of Sabic in its draft DCO provide an appropriate level of protection.</u></p>		
70	Sahaviriya Steel	N/A	Category 2	No	(a) -	3a, 4,	The Applicants understand that any interest that Sahaviriya Steel	N/A	N/A

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
	Industries Plc				(b) - (c) 401, 405, 413, 417, 418, 421, 434, 438, 445, 463, 472, 480, 498, 503, 506, 509, 512, 513, 515, 516, 517, 518, 519, 520, 521, 522, 532, 533	6, 10	Industries Plc has in the Order land is subject to the CPO made by South Tees Development Corporation. Refer to South Tees Development Corporation – No. 77 – for negotiations with that party.		
71	Sahaviriya Steel Industries UK Limited	N/A	Category 2 Category 1 – Owner and/or Occupier	No	(a) 323, 327, 339, 341, 346, 361, 364, 369, 375, 380, 385, 389, 390, 391, 392, 394, 396, 398, 399, 400, 402, 403, 404, 406, 407, 410, 411, 414, 415, 422, 424, 429, 447, 449, 450, 451, 452, 454, 455, 456, 457 (b) 289, 290, 291, 292, 293, 298, 299, 300, 336, 337, 338, 342 (c) 516, 517, 518,	1, 2a, 3a, 4, 5a, 6, 7, 8, 9a, 10	See Sahaviriya Steel Industries Plc - No 70.	N/A	N/A

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
					519, 520, 377, 395, 401, 405, 408, 409, 409a, 409b, 413, 417, 418, 421, 425, 425a, 434, 438, 445, 461, 462, 463, 464, 472, 478, 480, 498, 503, 506, 509, 512, 513, 515, 521, 522, 532, 533				
72	Seal Sands Gas Transportation Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) 190a, 199 (c) 186, 190, 190b, 201	6, 9b, 10	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for	N/A	N/A

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
							the interests of this party.		
73	Sembcorp Utilities (UK) Limited	RR-034 REP1-028 REP1-055 REP2-098 REP2-099 REP2-099a REP3-025 REP4-035 REP4-036 REP5-031 REP6-130 REP9-026 REP11-028 to REP11-030 REP12-140 to REP12-163 REP13-023 to REP13-	Category 1 – Owner and/or Occupier Category 2	No	(a) 325, 328, 329, 330, 333 (b) 100a, 100b, 124a, 124b, 12a, 138a, 141a, 142a, 190a, 191c, 15a, 17, 19, 1a, 20, 22a, 23a, 28a, 2a, 348, 34a, 363, 367, 370, 373, 374, 376, 39a, 39b, 3a, 43a, 47a, 53, 54, 55, 63a, 66a, 90a, 94a, 94b (c) 1, 10, 100, 101, 102, 103, 105, 106, 108, 11, 111, 115, 12, 120, 121, 124, 124d, 126, 136, 137, 138, 139, 141, 142, 142b, 143, 144, 145, 146, 147, 148, 15, 150, 151, 152, 153, 156, 157, 158, 16, 165, 166, 166b, 167, 168, 169, 170, 171, 171b, 172, 174,	2a, 2b, 6, 9b, 10	(b) – (c) Heads of Terms for an Option Agreement for a Deed of Grant of Easement have been agreed between the parties for the CO2 gathering network. <u>Draft agreements have been exchanged a number of times and are nearing completion. There is an agreement in principle for use of the No2 tunnel and this will proceed straight to draft agreements following the completion of the option agreement for a Deed of Grant of Easement. Further sets of heads of terms are being negotiated between the parties for use of the No2 tunnel and a small section of temporary access rights which are in principle agreed and legal drafting has begun.</u> <u>The draft Option Agreement and Deed of Grant of Easement have been issued by Sembcorp's legal representatives and are being negotiated between the parties legal representatives with all parties calls having been held on the 28/09/2022 and 30/09/2022 to progress comments.</u>	CO2 Network <u>agreed and draft agreements are near completion.</u> Gas transportation agreement agreed. Use of No2 tunnel – in negotiation <u>draft agreements will follow the completion of the CO2 Network easement.</u> Temporary Access rights – in negotiation. <u>The parties have reached agreement on a confidential side agreement.</u>	<u>Sembcorp has withdrawn its objection.</u> <u>Discussions between the parties are continuing with respect to other agreements.</u> <u>The parties are confident that all the voluntary agreements will be concluded but not necessarily ahead of the determination of the DCO. Comments have been exchanged on the draft option and easement documents and have been discussed on all parties calls throughout October 2022 and most recently on an all parties call on 28 October 2022. The Applicants' solicitors and Sembcorp's solicitors have exchanged various drafts and discussions continue. A final SoCG is being updated by both parties with agreements anticipated on some documents during the course of the Examination with others following soon after</u>

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
		026			174d, 176, 176b, 181, 183, 184, 185, 185b, 190, 190b, 191, 191a, 191d, 192, 194, 196, 2, 202c, 20a, 21, 218, 22, 23, 232a, 24, 25, 252, 252a, 253, 253a, 255, 26, 263, 278, 28, 280, 281, 284, 285, 286, 3, 30, 301, 302, 303, 31, 314, 315, 316, 319, 320, 324, 33, 332, 34, 343, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 56, 57, 58, 59, 60, 61, 62, 63, 65, 66, 69, 70, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 87, 88, 89, 90, 93, 94, 95, 96, 98, 99, 318, 321, 322		(d) The Applicants have <u>reached agreement with</u> been in contact with Sembcorp's legal representatives with respect to the protective provisions <u>and confidential side agreement during the Recommendation period</u> since August / September 2021 and drafts of these have been exchanged between the parties. Comments and suggested amendments to the protective provisions were provided to Sembcorp's legal representatives in June 2022. The Applicants' legal representatives provided a response on key points on 28 July 2022, and provided comments on the draft documents on 9 August 2022 for further consideration by Sembcorp. Most recently the Applicants received comments on the protective provisions on 14 October 2022, and responded on 24 October 2022. This has been followed by calls between the parties and exchanges of comments / drafting. Parties are working to reach agreement before the end of the examination on the protective provisions and side agreement. In the week commencing		the close of Examination. Sembcorp's solicitor has drafted an agreement for the use of tunnel No 2 and Sembcorp and the Applicants are in discussion regarding the use of tunnel No. 2. The Applicants and Sembcorp are finalising outstanding points on the protective provisions and agreement is anticipated before the end of the Examination.

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
							24 October there have been various calls between the parties in an effort to reach agreement on the protective provisions.		
74	Seneca Global Energy Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) (c) 111, 126, 98	9b, 10	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.	N/A	N/A
75	South Gare Fishermans Hut Association A Belski	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) (c) 378, 474, 475, 477	5a, 5b, 8, 10	(d) The Applicants are in discussions with the legal representatives for PD Teesport Limited with respect to protective provisions. As currently drafted (and agreed between the parties), the protective provisions	N/A	See entry for PD Teesport, no. 59

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
	A Moy A Murry A Oliver A Sowerby B Coleman B Ingam B King B Stocks B Westgarth B Wilson B Ramsdale C Wood C Bowie C Carter C McVey C Pearson C Windward D Briggs D Carter						<p>provide that the Applicants must not exercise the powers in the DCO to hinder or prevent access via South Gare Road to South Gare. The protective provisions make clear that this provision is for the benefit of PD Teesport and road users. Road users means any person who has a: right to use South Gare Road (including parties authorised by PD Teesport), a need to use South Gare Road to access property or facilities owned, operated or occupied by them, and a need to use South Gare Road in connection with the undertaking of their business operation or statutory functions.</p> <p>Please see entry no. 59 in this table in terms of the negotiations with PD Teesport.</p>		

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
	T Drew T Hill T O'Neil T Tompson V Massey W Watson								
76	South Gare Marine Club	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) (c) 378, 474, 475, 477	5a, 5b, 8, 10	(d) The Applicants are in discussions with the legal representatives for PD Teesport Limited with respect to protective provisions. As currently drafted (and agreed between the parties), the protective provisions provide that the Applicants must not exercise the powers in the DCO to hinder or prevent access via South Gare Road to South Gare. The protective provisions make clear that this provision is for the benefit of PD Teesport and road users. Road users means any person who has a: right to use South Gare Road (including parties authorised by PD Teesport), a need to use South Gare Road to access property or facilities owned, operated or occupied by them, and a need to use South Gare Road in connection with the undertaking of	N/A	See entry for PD Teesport, no. 59

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
							<p>their business operation or statutory functions.</p> <p>Please see entry no. 59 in this table in terms of the negotiations with PD Teesport.</p>		
77	South Tees Development Corporation	RR-035 AoC-005 AS-042 PDA-006 REP1-007 REP1-056 REP2-025 REP2-097a REP2-97b REP2-097c REP3-006 REP3-007 REP3-026 REP5-017 REP5-018	Category 1 – Owner and/or Occupier Category 2	No	(a) 323, 327, 339, 341, 346, 361, 364, 369, 375, 380, 385, 389, 390, 391, 392, 394, 396, 398, 399, 400, 402, 403, 404, 406, 407, 410, 411, 414, 415, 422, 424, 429, 447, 449, 450, 451, 452, 454, 455, 456, 457 (b) 289, 290, 291, 292, 293, 298, 299, 300, 336, 337, 338, 342, 362, 363, 367, 370, 373, 374, 376 (c) 377, 395, 408, 409, 409a, 409b, 417, 418, 421, 425, 425a, 431, 445, 461, 462, 463, 464, 472, 478, 480, 506, 508, 509, 512, 513,	1, 2a, 3, 4, 5, 6, 7, 8, 9a, 10	(a)-(c) Negotiations have been ongoing with STDC <u>since the end of Examination. Draft agreements have continued to be exchanged and supported by a number of all hands meetings. The agreement for the Main site option is in almost final form and completion is expected imminently.</u> <u>Following exchange of the option agreement with respect to the main site, the parties have undertaken to work together in good faith to agree and exchange the option for easement agreement by 1 May 2023. The principle terms of that option for easement agreement are set out in the main site option agreement since May 2020 with over 60 management, legal and commercial meeting and calls taking place since then. In addition to that separate technical and land remediation meetings and calls have run in</u>	(a) – (c) Main site option agreement ongoing – <u>this includes Work Nos. 1, 3B, 5B, 7, 9A and associated site access routes that form part of Work No. 10</u> (b) Easement agreement ongoing Commercial service agreements for utilities <u>supplies are will follow the main site option agreement. ongoing However, if these are not entered into the main site option agreement includes automatic rights in respect of those services.</u> (d) An interface agreement is being negotiated alongside the protective provisions.	The <u>parties will continue to work with STDC with the aim of completing the remaining option agreements ahead of the determination of the DCO most recent all parties meeting was held in relation to the option for lease for the main site on 12 October 2022 and numerous solicitors calls have taken place since 12 October 2022. The next solicitors call is due to take place on 1 November 2022 during which the solicitors will work together updating the drafting of the option and lease. The next all parties call is being arranged to take place shortly after deadline 12.</u> The Applicants and STDC continue to work together to

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
		REP5-042 REP6-143 REP6-144 REP7-017 REP8-057 REP11-041 REP12-122 REP12-123 REP12-164 to REP12-166 REP13-033 to REP13-035			516, 517, 518, 519, 520, 532, 533, 401, 405, 413, 434, 438, 498, 503, 515, 521, 522		<p>parallel with initial site visits and discussions taking place in late 2019 and early 2020. The form of draft option agreement and lease for the main site have been in circulation since November 2020 and the form of draft lease for the construction laydown areas has been in circulation since March 2021. On 21 December 2021 a letter between the Applicants and the Mayor on behalf of the Tees Valley Combined Authority TVCA was signed to affirm the common commitment of both parties to conclude the option agreement and associated documentation (including the service supply agreements in respect of site utilities including raw and potable water, sewerage, outfall and electricity supply and options for easement in respect of CO2, natural gas, nitrogen and effluent water) in accordance with the principles set out in the letter. Discussions between the parties have continued since then with the most recent all parties meeting having taken place on 12 October 2022 and numerous solicitors calls having taken place since 12 October 2022. The draft option agreement and lease for the</p>		<p>finalise the option for lease. However, it is unlikely that this will be achieved prior to the end of the examination.</p> <p>The Applicants intend to document the terms that have been discussed and agreed between the parties in respect of the options for easement and issue to STDC prior to the end of the examination.</p> <p>With respect to protective provisions and the interface agreement, the Applicants' legal representatives are currently considering comments received from STDC's lawyers on 13 September 2022, This responded to a draft mark-up of the PPs previously sent by the Applicants on 25 August 2022. A call was held between</p>

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
							<p>main site are in a mature form and include confirmation of the principal commercial terms for the service supply agreements and options for easement and an obligation on the parties to act in good faith in relation to agreement of the form of service supply agreements and options for easement. The lease for the Applicants' substation and construction areas and the lease for the National Grid substation extension form part of the option agreement for the main site. The form of lease for the Applicants' substation and construction areas will follow the format of the lease for the main site and the lease for the National Grid substation will be based on National Grid standard form.</p> <p>(d) <u>In tandem with working to agree the Option for Easement by no later than 1st May 2023, the parties are working to the same date for seeking to agree any updates to the protective provisions. In the absence of further agreement, the Applicants position is that the protective provisions for the benefit of STDC in Part 20 of Schedule 12 of the final</u></p>		<p>legal teams on 15th September to discuss the interface between the protective provisions, interface agreement and option agreements. The Applicants will respond on the PPs shortly after Deadline 9.</p>

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							<p><u>draft DCO [REP12-003] provide appropriate protection. With respect to the residual matters in the protective provisions that have not been agreed with STDC, the Applicants would direct the Secretary of State to pages 48 and 49 of the Applicants' Comments on Deadline 11 Submissions [REP12-133] and pages 26 – 30 of the Applicants' Comments on Deadline 12 Submissions [REP13-019].</u></p> <p>The Applicants sent amended protective provisions to legal representatives for STDC on 21 April 2022, responding to marked up amendments provided as part of their RR. The Applicants provided a further version of the protective provisions in the draft DCO submitted at Deadline 4 (Part 19, Schedule 12), which STDC's legal representatives provided comments on 2 August 2022. The Applicants have also provided a draft interface agreement (or "side agreement"), which is currently also being considered by STDC. Legal representatives for both parties had a call on 27 July 2022 to discuss the approach to the protective</p>		

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							<p>provisions, and legal agreements. The Applicants have responded to STDC's legal representatives on the protective provisions on 25 August 2022. The Applicants have received further comments from STDC's legal representatives on 13 September 2022, and these are being considered by the Applicants. The Applicants sent a revised draft of the protective provisions and side agreement to STDC's legal representative on 14th October. Emails have since been exchanged over how the terms of the side agreement and protective provisions would operate alongside the option agreements. A call was held on 26 October to discuss these arrangements. The Applicants were advised that STDC was working to return a revised version of the protective provisions. Update draft protective provisions were received from STDC's legal representatives on 28 October along with a covering email with comments on the protective provisions and side agreement. The Applicants have considered the comments from STDC in preparing its final protective provisions in the DCO at Deadline 12.</p>		

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							Negotiations on the side agreement continue with the intention of an agreement being signed in the same time frame as the main site option.		
78	South Tees Developments Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) 393b, 466, 471, 476, 479, 482, 540b, 540c (b) 222, 279, 282, 283, 287, 296, 381, 393a, 393d, 393e (c) 378, 379, 382, 386, 387, 388, 393, 393c, 393f, 397, 401, 405, 412, 413, 419, 420, 423, 426, 427, 432, 434, 435, 436, 438, 439, 448, 458, 458a, 459, 467, 469, 470, 473, 474, 475, 477, 483, 485, 486, 487, 488, 489, 493, 495, 496, 498, 500, 502, 503, 504, 505, 510, 511, 515, 521, 522, 524, 525, 526, 531, 534, 536, 540a	1, 2a, 3a, 3b, 4, 5a, 5b 5c, 6, 7, 8, 9a, 10	Refer to South Tees Development Corporation – No. 77	Refer to South Tees Development Corporation – No. 77	Refer to South Tees Development Corporation – No. 77

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
79	Stockton-on-Tees Borough Council	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) 12a, 23a, 70b (c) 12, 187, 23, 24, 32, 33, 36, 70	6, 9b, 10	The Council is listed in the Book of Reference in its capacity as highway authority in relation to highways crossed by the relevant parts of the Proposed Development.	N/A	N/A
80	Suez Recycling and Recovery UK Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) 7a, 7b, 8a, 8b (c) 7, 8	6	(b)-(c) Heads of Terms for an Option Agreement for a Deed of Grant of Easement have been agreed between the parties. The Option Agreement and Deed documents have been issued and are being negotiated between the parties legal representatives. (d) The Applicants have been in contact with legal representatives for Suez with respect to protective provisions since April 2022. Prior to that, there has been some discussion on some aspects of the protective provisions as part of discussions on the Heads of Terms referred to above. Most recently, updated protective provisions and a side agreement were provided to Suez's legal representatives on 25 July 2022,	Heads of Terms agreed <u>and -</u> <u>Legal agreements are in negotiation.</u>	<u>The draft Option Agreement for Deed of Grant of Easement was issued by the Applicants on 1 June 2022. An initial response on the documents was received from the landowner's solicitor on 22 November 2022 and a response was issued to such comments on 12 January 2023. No further substantive response has been received on the documents since those comments were returned. Despite the Applicants efforts it is unlikely that agreement of the Option Agreement for Deed of Grant of Easement will be reached prior to the Secretary of State's</u>

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
							with subsequent follow up by way of several emails. A substantive response on the protective provisions is awaited.		<p>determination period. The Applicants continue to pursue agreement of the Option Agreement for Deed of Grant of Easement. The draft Option Agreement for Deed of Grant of Easement was issued by the Applicants on 1 June 2022, and it is hoped that a response will be received shortly after deadline 11. Despite the Applicants efforts it is unlikely that agreement of the Option Agreement for Deed of Grant of Easement will be reached during the course of the Examination. The Applicants continue to pursue agreement of the Option Agreement for Deed of Grant of Easement.</p> <p>In relation to protective provisions despite the Applicants' best efforts, it is yet to receive a substantive response from Suez's legal representatives and agreement before the end of the <u>Secretary of State's determination period</u> Examination is therefore not</p>

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									anticipated. The proposed protective provisions are considered to be appropriate.
81	Tees and Hartlepool Pilotage Company Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) (c) 378, 474, 475, 477	5a, 5b, 8, 10	(d) The Applicants are in discussions with the legal representatives for PD Teesport Limited with respect to protective provisions. As currently drafted (and agreed between the parties), the protective provisions provide that the Applicants must not exercise the powers in the DCO to hinder or prevent access via South Gare Road to South Gare. The protective provisions make clear that this provision is for the benefit of PD Teesport and road users. Road users means any person who has a: right to use South Gare Road (including parties authorised by PD Teesport), a need to use South Gare Road to access property or facilities owned, operated or occupied by them, and a need to use South Gare Road in connection with the undertaking of their business operation or statutory functions. Please see entry no. 59 in this table in terms of the negotiations with PD Teesport.	N/A	See entry for PD Teesport, no. 59

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82	Teesside Gas & Liquids Processing	REP3-018 REP4-043 REP5-041 REP6-142 REP9-035 REP11-040 REP12-167 REP13-032	Category 1 – Owner and/or Occupier	No	(a) - (b) - (c) 103, 105, 106, 108, 111, 98	2a, 10	Refer to Teesside Gas Processing Plant Limited – No. 83	Refer to Teesside Gas Processing Plant Limited – No. 83	Refer to Teesside Gas Processing Plant Limited – No. 83
83	Teesside Gas Processing Plant Limited	REP3-018 REP4-043 REP5-041 REP6-142 REP9-035 REP11-040 REP12-167 REP13-032	Category 1 – Owner and/or Occupier	No	(a) - (b) 158a, 190a, 199 (c) 103, 105, 106, 108, 144, 147, 148, 151, 152, 153, 158, 186, 190, 190b, 201	2a, 6, 10	(b) – (c) HoTs in circulation. <u>(b) - (c) HoTs are currently in circulation.</u> (d) Draft Protective Provisions and a side agreement were provided to Teesside Gas Processing Plant's lawyers on 20 July 2022 for their consideration, with a further email on 27 July 2022 responding to various queries raised by the lawyers. The Applicants received comments on the protective provisions on 22 August 2022, and responded on 5 September 2022. Parties had a call to discuss the protective provisions on 8 September, and Teesside Gas Processing Plant's lawyers have	Negotiations in progress. <u>Marked up HoTs have been received from TGPP. The most recent HoTs meetings were held with TGPP on 16 and 20 September 2022. Following these meetings, TGPP will return comments on the HoTs.</u> <u>Limited progress in agreeing HoTs has been made to date pending agreement with TGPP on Protective Provisions and a Side Agreement.</u>	<u>Negotiations to be progressed with a view to reaching a voluntary agreement. Marked up HoTs have been received from TGPP. The most recent HoTs meetings were held with TGPP on 16 and 20 September 2022. Following these meetings, TGPP will return comments on the HoTs.</u> <u>The Applicants will continue to engage with TGPP with a view to agreeing voluntary terms for the rights being sought. Comments are expected following the</u>

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							provided further comments on 14 September 2022, which the Applicants have responded to on 27 September 2022. On 17 October 2022 the Applicants received a detailed mark-up of the side agreement from NSMP's legal representatives, which has been the subject of several calls, and one set of comments returned by the Applicants. The Applicants are currently considering further aspects of the side agreement, with a view to reverting to NSMP shortly. <u>Since the close of the Examination, the parties have continued discussions and exchange of drafts of the side agreement. Parties continue to work towards agreement.</u>		conclusion of the side agreement. With respect to protective provisions and the side agreement, parties are <u>continuing</u> working hard to reach agreement although it appears unlikely agreement can be reached during the <u>Secretary of State's determination</u> Examination.
84	Teesside Windfarm Limited	PDA-003 REP6-131	Category 1 – Owner and/or Occupier	No	(a) - (b) - (c) 378, 379, 448, 474, 475, 477	5b, 8, 10	(d) <u>The parties have agreed, signed and completed the Side Agreement including annexed Protective Provisions.</u> The Applicants have been in contact with legal representatives acting for Teesside Windfarm Limited (with respect to the Teesside Windfarm) in relation to a potential interface with Teesside Windfarm since March 2022. <u>The parties have agreed the side</u>	<u>The parties have reached agreement on the side agreement, subject to signing. The parties have agreed, signed and completed the Side Agreement including annexed Protective Provisions.</u>	<u>N/A - all relevant Agreements complete and Teesside Windfarm Limited objection has been withdrawn. The parties have agreed, signed and completed the Side Agreement including annexed Protective Provisions.</u> <u>The parties have reached agreement on the side agreement and protective</u>

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							agreement and protective provisions, subject to signing.		provisions.
85	Teesworks Limited	REP1-007 REP3-006 REP3-007 REP8-037 REP8-038 REP12-122 REP12-123	Category 2	No	(a) 393b, 466, 471, 476, 479, 482, 540b, 540c (b) 279, 282, 283, 287, 296, 381, 393a, 393d, 393e (c) 378, 379, 382, 386, 387, 388, 393, 393c, 393f, 397, 412, 417, 418, 419, 420, 421, 423, 426, 427, 432, 435, 436, 439, 445, 448, 458, 458a, 459, 463, 467, 469, 470, 472, 473, 475, 477, 480, 483, 485, 486, 487, 488, 489, 493, 495, 496, 500, 502, 504, 505, 506, 509, 510, 511, 512, 513, 521, 522, 524, 525, 526, 531, 532, 533, 534, 536, 540a, 540d	1, 3a, 4, 5a, 5b, 6, 7, 8, 10	Refer to South Tees Development Corporation – No. 77	Refer to South Tees Development Corporation – No. 77	Refer to South Tees Development Corporation – No. 77

No: (1)	Land Interest Name / Organisation and Land Agent's Name (if applicable): (2)	Examination Library References	Type of Interest: (3)	Statutory Undertaker?	Plot Numbers: (a) Compulsory Acquisition (CA) – Land (b) Temporary Possession (TP) only (c) CA - Rights	Works No's	Status of negotiations with land interest: (a) CA – Land (b) CA – Rights (c) TP only (d) Protective Provisions	Status of Voluntary Agreement(s)	Next Steps
86	The Mission to Seafarers	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) - (c) 111, 126, 136, 137, 143, 144, 145, 146, 147, 148, 150, 151, 152, 153, 165, 165a, 98	6, 10	(d) Party is a user of Seal Sands Road, see PD Teesport Limited (59) for the position on negotiations with the land owner.	N/A	See entry for PD Teesport, no. 59
87	The King Queen's Most Excellent Majesty in Right of His er Crown	REP4-045 REP4-046 REP6-145	Category 1 – Owner and/or Occupier	No	(a) - (b) (c) 218, 528, 530	5a, 5b, 6, 10	(b)(c) Crown agent seeking clarification of further rights from the Applicants. Once confirmed S135 is to be progressed by The Crown. The Applicants and The Crown Estate ('TCE') have made good progress with discussions since the close of the Examination and are now close to agreeing the final terms of a deed of undertaking which would provide TCE with sufficient assurance as to the way in which compulsory acquisition powers in the final draft DCO [REP12-003] may be exercised in respect of third party interests in TCE land. The terms of the agreement will also regulate the exercise of other provisions in the DCO applying in relation to TCE land, or rights benefitting TCE. Together the Applicants anticipate	The Applicants have confirmed that there is no longer a requirement to seek land rights from The King's Most Excellent Majesty in Right of His Crown under the river Tees.	Confirmation of Crown legal fees awaited so that an undertaking for costs can be provided. Thereafter Crown to issue draft documents. It is anticipated that the Section 135 will be received by Deadline 12. The Applicants will continue to progress discussions with TCE so that confirmation of its consent can be provided as soon as possible.

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							<p><u>that the requisite consents from TCE under Section 135(1) and 135(2) of the Planning Act 2008 will be secured before the statutory deadline for a decision on the Application (10th May 2023) and sufficiently far in advance of that date that the Secretary of State will have a reasonable opportunity to take the confirmation of TCE consent into account in making the final DCO (should he decide to grant the Application). The Applicants will continue to progress discussions with TCE so that confirmation of its consent can be provided as soon as possible.</u></p>		
88	The Royal Bank of Scotland Plc	N/A	Category 2	No	(a) - (b) - (c) 516, 517, 518, 519, 520	4, 10	Negotiations occurring directly with land owners, not mortgagee.	N/A	N/A
89	Uniqema Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) - (c) 252, 253, 253a,	2a, 5c, 6, 10	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the	N/A	N/A

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					255, 263, 278, 280, 281, 284, 285, 286, 301, 302, 303, 314, 315, 316, 319, 320, 324, 332, 343		apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.		
90	Unregistered / Unknown	N/A	Category 1 – Owner and/or Occupier	No	(a) 468 (b) 274, 362, 48, 49, 50, 51, 52, 64, 6a (c) 139, 352, 354, 355, 356, 357, 494, 5, 501, 514, 523, 537, 538, 6, 71, 87, 88, 99	2a, 4, 5b, 6, 8, 9e, 10	N/A	N/A	N/A
91	Vertellus Specialties UK	N/A	Category 1 – Owner	No	(a) -	9b, 10	(d) The Applicants have included protection in the draft DCO (Part 1,	N/A	N/A

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	Limited		and/or Occupier		(b) - (c) 111, 126, 136, 137, 143, 144, 145, 146, 147, 148, 150, 151, 152, 153, 167, 168, 170, 98		Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.		
92	Whitetower Energy Limited	N/A	Category 1 – Owner and/or Occupier	Yes	(a) - (b) - (c) 108, 111, 98	10	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to	N/A	N/A

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							capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.		
93	Ylem Energy Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) 325, 328, 329, 330, 333 (b) - (c) 252, 252a, 253, 253a, 255, 263, 278, 280, 281, 284, 285, 286, 294, 301, 302, 303, 314, 315, 316, 317, 318, 319, 320, 321, 322, 324, 331, 332, 343, 345, 347, 384	2a, 2b, 5c, 6, 10	(d) The Applicants have included protection in the draft DCO (Part 1, Schedule 12) for the protection of electricity, gas, water and sewerage undertakers and which protect the apparatus of utility undertakers as well as privately owned and operated mains, pipelines or cables (not otherwise covered by bespoke protective provisions included in Schedule 12) – the definition of “utility undertaker” in the protective provisions has been amended to capture owners of apparatus not normally caught by the protection offered by these standard protective provisions. It is therefore considered adequate protection is in place for the interests of this party.	N/A	N/A