

Net Zero Teesside Project

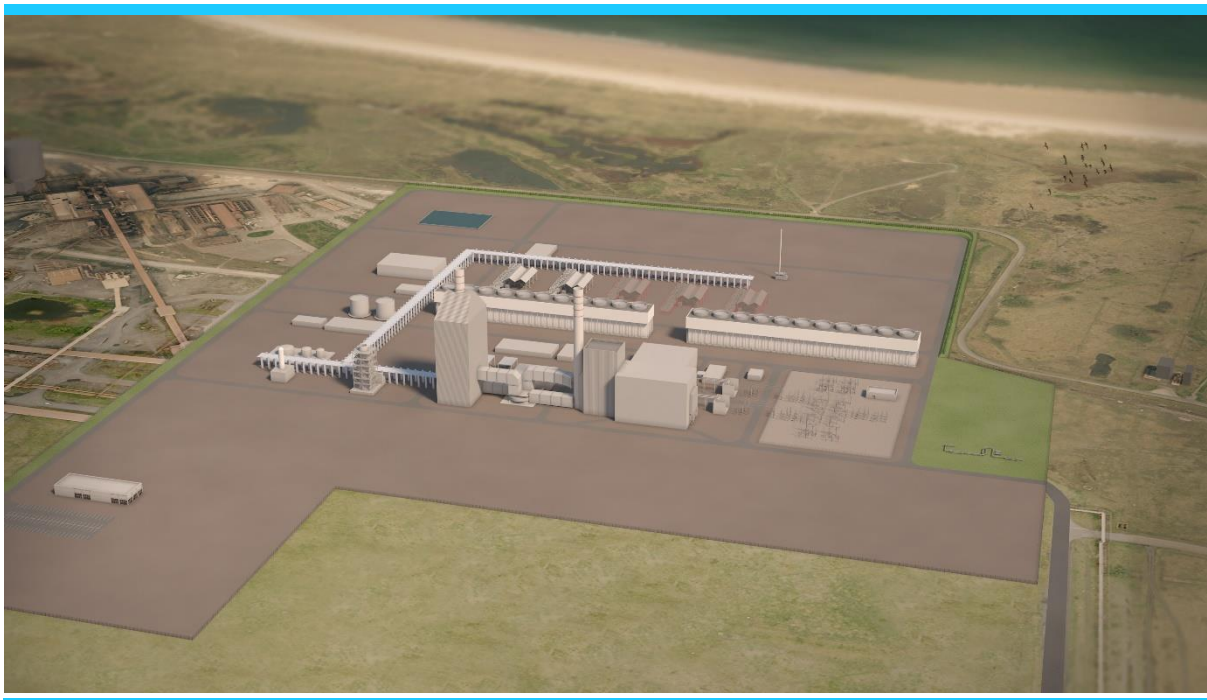
Planning Inspectorate Reference: EN010103

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: March 2023

DOCUMENT HISTORY

Document Ref	9.5		
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Author	Nick McDonald (NM)		
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Approved By	Jack Bottomley (JB)		
Signed	JB	Date	24.03.23
Document Owner	Bp		

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) Negotiations stalled due to lack of response from AP's legal representatives	(d) The Applicants have been in contact with AP's legal representatives since February 2022. The parties' legal representatives have exchanged comments on the draft protective provisions and Asset Protection Agreement, both of which	The Applicants' representatives will continue to follow up and seek comments from AP. Despite the Applicants' efforts it may not be possible to reach agreement of the Asset Protection Agreement and private Protective Provisions but the Applicants consider

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					218, 232a, 252, 253, 253a, 278, 281, 286, 303, 90, 94, 96			<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>	that the form of Protective Provisions included in the DCO are appropriate and adequate to protect AP's Interests

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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.	Agreed	N/A - all relevant Agreements complete and AA objection has been withdrawn. Parties continuing to discuss other agreements outside of the DCO process.

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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				
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 provisions has been amended to capture owners of apparatus not	N/A	N/A

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							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 Occupier	No	(a) 327, 339, 391, 403, 450, 112 (b) 12a, 142a, 184a, 199, 274,	1, 2a, 2b, 3a, 5c, 6, 9, 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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			Category 2		<p>279, 291, 296, 299, 367, 370, 373, 374, 183a, 191c</p> <p>(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, 75, 76, 77, 79, 8, 80, 86, 88, 89, 90,</p>		<p>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.</p>		

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					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 their business operation or statutory functions.	N/A	See entry for PD Teesport, no. 59

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							Please see entry no. 59 in this table in terms of the negotiations with PD Teesport.		
10	BSAC Teesside 43	RR-008	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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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) 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 24 March 2023.	Although HoTs are not yet agreed it is believed that progress is being made.	The Applicants will continue to engage with CATS with a view to agreeing voluntary terms for the interests and rights being sought. On the protective provisions, the Applicants returned drafts to CATS' legal representatives on 13 March 2023. Parties expect to reach agreement soon and in any event prior to 10 May 2023.
12	CF Fertilisers UK Limited	RR-018 REP1-022	Category 1 – Owner and/or	No	(a) - (b) 10a, 12a, 15a,	6	(b) – (c) Heads of Terms for a voluntary Option Agreement for a Deed of Grant of Easement are	HoT's are agreed and draft agreements have been exchanged. However, these	The Applicants hoped that the voluntary Option Agreement for a Deed of Grant of

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		REP2-078 REP3-019 REP11-026 REP12-125 REP12-126	Occupier		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		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	are currently on hold at the request of CFL. The parties have been negotiating a Side Agreement and set of private Protective Provisions, which 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 private Protective Provisions as they consider that the Protective Provisions included in the DCO provide adequate protection. The Applicants have sought confirmation that CF Fertiliser will withdraw their objection to the DCO and a response is awaited.	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 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 . The Applicants have sought confirmation that CF Fertiliser will withdraw their objection to the DCO and a response is awaited.
13	Chrysaor Petroleum	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, 137, 143, 145, 146, 148, 150, 151, 168, 186, 188, 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.		
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 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	N/A	N/A

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							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 (b) 279, 282, 283, 287, 296, 381, 393a, 393d, 393e (c) 378, 379, 382, 386, 387, 388, 393, 393c, 393f, 397,	2a, 3a, 3b, 4, 5a, 5b, 5c, 6, 8, 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

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					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		"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 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

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							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
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,	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	N/A	N/A

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					302, 303, 315, 316, 319, 320, 324, 331, 332, 343, 359, 365		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.		
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 REP1-049 REP2-062 REP3-027 REP5-032	Category 1 – Owner and/or Occupier	No	(a) - (b) - (c) 218, 232a,	6	(b) Environment Agency included in the Book of Reference as regulator in respect of main rivers. See The King's Most Excellent Majesty in Right of His Crown (No. 87) in relation to negotiations with the land owner.	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
		REP6-115 REP6-116 REP6-132 REP6-133 REP7-012 REP8-041 REP8-042 REP8-054 REP9-027 REP11-031 REP11-032 PD-022							
22	Evonik Lil Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) (c) 167, 168, 170, 174, 174d, 176, 176b, 183, 184, 185, 190, 190b, 191, 191a, 191d, 194	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	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.		
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 REP5-021 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, 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,	2a, 5c, 6, 9b, 10	(d) The Parties have agreed, signed and completed the side agreement and annexed protective provisions	The Parties have agreed, signed and completed the side agreement and annexed protective provisions	N/A - all relevant Agreements complete and Exolum objection has been withdrawn.

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
					319, 320, 332, 343, 356, 98				
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
26	Fine Organics Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) (c) 111, 126, 136, 137, 143, 144, 145,	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	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
					146, 147, 148, 150, 151, 152, 153, 167, 168, 170, 174, 174d, 176, 176b, 183, 184, 185, 190, 190b, 191, 191a, 191d, 194, 98		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.		
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, 358, 74, 75, 76	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 “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	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
							adequate protection is in place for the interests of this party.		
28	Greenery 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 (b) - (c) 252, 252a, 253, 253a, 255, 263, 278, 280, 281, 284,	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	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
					285, 286, 294, 301, 302, 303, 314, 315, 316, 317, 318, 319, 320, 321, 322, 324, 331, 332, 343, 345, 347, 384		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 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
31	Huntsman Polyurethanes (UK) Limited	AS-096 REP1-033 REP1-048 REP2-068 REP2-069 AS-211	Category 2	No	(a) - (b) (c)	6	<p>(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. 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.</p> <p>A final representation was submitted by Huntsman at the end of the Examination [AS-211] in relation to the protective provisions. The Applicant responds to those submissions as follows:</p> <ol style="list-style-type: none"> Inclusion of protection for the Group company - The Applicants do not agree that the 	The parties were in discussions during the Examination period with respect to a side agreement. The Applicants are hopeful agreement can still be reached in this respect, although no active discussions are currently taking place.	The parties have agreed many of the general principles of the protective provisions 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.

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 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.</p> <p>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 included in the PPs in its draft DCO), as it is not understood that apparatus beyond the Order limits requires protection.</p> <p>3. In terms of the “major works” definition in the PPs proposed by Huntsman, this should</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>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.</p> <p>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.</p> <p>5. In terms of Paragraphs 20 & 21 of Huntsman’s proposed PPs (restriction on exercising powers), Huntsman does not own any land or 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</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>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.</p> <p>6. In terms of the insurance provisions at paragraphs 22 and 23 of Huntsman's proposed PPs, the Applicants do not agree with the scope of the cover sought by Huntsman; this is a commercial matter for discussion between the parties outside the protective provisions.</p> <p>7. With respect to the costs provisions in paragraph 24 of</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>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).</p> <p>The Applicants considers the protective provisions proposed for the protection of Huntsman in its draft DCO provide an appropriate level of protection.</p>		
32	ICI Chemicals & Polymers Limited	N/A	Category 1 – Owner and/or Occupier Category 2	No	(a) - (b) 124a, 124b, 12a, 138a, 141a, 142a, 190a, 191c, 17, 19, 20, 22a, 23a, 28a, 34a, 37a, 39a, 39b, 43a, 47a, 63a, 66a, 15a (c) 1, 10, 100, 101, 102, 106, 11, 111, 119, 12, 120, 121,	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	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
					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, 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,		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.		

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
					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) 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. The Applicants are now continuing to encourage engagement with a senior contact at INEOS and have been successful in progressing terms to legal drafting. (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. .	HoT's agreed in principle and legal documents were initially issued directly to INEOS in October 2022 and were subsequently issued to INEOS' legal representatives in January 2023. .	The Applicants will continue to negotiate the Option Agreements for a Deed of Grant of Easement with INEOS. 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.
34	Ineos UK SNS Limited	RR-010 REP1-031	Category 1 – Owner and/or Occupier Category	No	(a) - (b) 373 (c) 111, 126, 137, 144, 147, 152, 153,	2a, 3a, 4, 6, 9b, 10	(d) Side Agreement and private form of Protective Provisions agreed and completed	Side Agreement and private form of Protective Provisions agreed and completed	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

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
			2		167, 170, 187, 188, 189, 191d, 192, 255, 263, 280, 285, 302, 314, 319, 354, 510, 533, 98, 416, 431, 508, 535				Breagh Pipeline Owners
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	No	(a) -	6	(d) The Applicants have included protection in the draft DCO (Part 1,	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
			and/or Occupier		(b) - (c) 120, 121, 124, 138, 3, 4, 6		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.		
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	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.		
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 substantive response has been received 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 Secretary of State's decision making period, 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	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.		
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

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
41	National Grid Electricity Transmission Plc	RR-012 REP1-011 REP2-066 REP11-024	Category 1 – Owner and/or Occupier	Yes	(a) 540c (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	3a, 6, 9e, 10	(d) The Applicants have been in contact with legal representatives for NGET since June 2021 in relation to protective provisions. Draft protective provisions and a side agreement are being negotiated between the parties. The Applicants have been in frequent communication with NGET and their legal advisors 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. 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.	Protective provisions and side agreement currently being negotiated. 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 Agreements are in place with NGET for the bilateral connection agreement, construction agreement, CUSC accession agreement and transmission related agreement.	The Applicants and NGET's legal representatives are engaged in discussions and will continue to negotiate with a view to reaching agreement as soon as possible.
42	National Grid Gas	RR-013	Category 1 – Owner	Yes	(a) -	2a, 6,	(d) The Applicants have been in contact with legal representatives for	Protective provisions currently being negotiated.	The Applicants and NGG's legal representatives are now

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	REP1-012 REP2-067 REP11-025	and/or Occupier Category 2		(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	10	<p>NGG since June 2021 in relation to protective provisions. Draft protective provisions and a side agreement are being negotiated between the parties. 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.</p> <p>The Applicants are of the view that the protections included in Part 4 are adequate to protect NGG 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>	<p>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</p> <p>The Applicants connection application was accepted by NGG in February 2021. A PARCA is required and will be progressed in 2023.</p>	engaged in discussions with a view to reaching agreement as soon as possible.
43	Navigator Terminals North	N/A	Category 1 – Owner and/or	No	(a) - (b) -	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
	Tees Limited		Occupier		(c) 82, 83				
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 are being negotiated between the parties' legal representatives. (d) Navigator's legal representatives confirmed agreement with the protective provisions on 3 March 2023 (these are the protective provisions already included in the draft DCO before the Examination).	HoT's agreed. An Option Agreement for a Deed of Easement is being negotiated between the parties.	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 27 th March 2023. d
45	Network Rail Infrastructure Limited	RR-027 REP1-019	Category 1 – Owner and/or Occupier	Yes	(a) - (b) 13a, 9a (c) 11, 13, 344,	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' legal representatives.	A framework agreement is being negotiated alongside the protective provisions.	The Applicants and Network Rail has agreed a commercial position however further design details are required before Network Rail's consent

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
					349, 350, 351, 352, 354, 355, 356, 357, 358, 359, 360, 365, 366, 416, 431, 508, 535, 84, 85, 86, 9		<p>(d) Negotiations relating to Framework Agreement and private Protective Provisions ongoing</p> <p>Network Rail clearance process has been completed and the Applicants were successful.</p>	<p>Network Rail have reviewed Heads of Terms for a voluntary agreement and are seeking advice from their 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' efforts it may not be possible to reach agreement on the Framework Agreement prior to the determination of the DCO although the applicant continues to pursue this. Nevertheless, the Applicants consider that the form of</p>	<p>can be given.</p> <p>The Applicants are in receipt of Network Rails standard Heads of Terms and discussions are ongoing on a fee undertaking.</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
								proposed protective provisions included on the face of the order are appropriate and adequate to protect NRIL's interests.	
46	Norpipe Petroleum UK Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) - (c) 111, 126, 136, 137, 143, 144, 146, 147, 148, 150, 151, 152, 153, 167, 170, 186, 187, 188, 189, 191d, 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
47	Norsea Pipeline Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) -	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	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
					(c) 111, 136, 143, 146, 148, 150, 151, 186, 188, 98		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.		
48	North Tees Land Limited	RR-016 RR-022 REP1-032 REP2-010 REP2-011 REP5-035 REP5-036 REP6-138 REP7-004	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
		REP9-031 REP11-043 REP12-124 REP12-128 REP12-136 REP13-030							
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	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	In negotiation.	The Applicants will seek to continue progressing the HoTs and protective provisions negotiations with NTL. 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 15 th 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
		REP9-031 REP11-043 REP12-124 REP12-127 REP12-128 REP12-136 REP13-030 AS-207 AS-208					on North Tees Limited's set of protective provisions on 28 October.		
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	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

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
		REP11-043 REP12-124 REP12-128 REP12-136 REP13-030							
51	Northern Electric Plc	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) - (c) 111, 126, 136, 137, 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
52	Northern Gas Networks Limited	REP1-013	Category 1 – Owner and/or	Yes	(a) - (b) 274, 279, 374,	2a, 5c, 6, 9b,	(d) Negotiations relating to Asset Protection Agreement and private Protective Provisions stalled due to	The Applicants have been in contact with Northern Gas Networks Limited with	The Applicants have responded to comments received from Northern Gas

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
			Occupier		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	10	lack of response from NGN's legal representatives	respect to protective provisions since May 2022. 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.	Networks on 5 October 2022 and NGN's response is awaited. Despite the Applicants' efforts it may not be possible to reach agreement of the Asset Protection Agreement prior to the end of the SoS determination period but the Applicants consider that the form of Protective Provisions included in the DCO are appropriate and adequate to protect Northern Gas Network's Interests.
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	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.		
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 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.	N/A	The parties have agreed the form of Side Agreement including annexed Protective Provisions and are currently arranging for signing and completion.
55	Northumbrian Water Limited	RR-031 REP1-015 REP2-074 REP2-075 REP2-076 REP2-077 REP3-023 REP4-013	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,	2a, 6, 9, 10	(d) The parties have agreed, signed and completed the Side Agreement including annexed Protective Provisions.	In addition to PPs the Applicants are negotiating a services option agreement for effluent treatment.	The parties have agreed, signed and completed the Side Agreement including annexed 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
		REP4-014 REP5-019 REP5-020 REP12-137			106, 108, 111, 119, 12, 120, 121, 124, 126, 136, 137, 138, 141, 142, 142b, 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				

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
56	NPL Waste Management Limited	RR-032 AS-203 REP1-025 REP4-019 REP4-020 REP7-015 AS-203 AS-212 AS-217	Category 1 – Owner and/or Occupier	No	(a) - (b) 10a, 12a, 15a, 17, 1a, 3a, 4a, 6a, 8a, 8b (c) 1, 10, 12, 15, 16, 3, 4, 5, 6, 8	6	(b)-(c) Heads of terms for a voluntary option agreement have been in negotiation since 2021 with regards to an easement area and associated temporary works areas. The Applicant is not seeking any rights relating to the Mines and Minerals with the AP's estate. (d) Subject to the Heads of terms being agreed the protective provisions will be updated accordingly.	In negotiation. There has of 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.	Complete head of terms and instruct solicitors. The Applicants will continue to engage with NPL in the hope of reaching a voluntary agreement and are is hopeful to instruct respective solicitors soon to progress the option agreement.
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	Refer to Ineos UK SNS Limited – No. 34.	Refer to Ineos UK SNS Limited – No. 34.

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
							SNS Limited. Refer to Ineos UK SNS Limited – No. 34.		
58	Openreach Limited	N/A	Category 1 – Owner and/or Occupier	Yes	(a) 323, 327, 339, 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	1, 2a, 3a, 5c, 6, 7, 8, 9a, 10	(d) The Applicants have included 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).	N/A	The Applicants have written to 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	Category 1 – Owner and/or	Yes	(a) 112 (b) 142a, 158a,	2a, 2b, 5a, 5b, 6, 8,	(a)-(c) The Applicants responded on 20 March 2023 to a request for information from PDT regarding the	Negotiations are continuing	PDT objection is withdrawn. The Applicants will continue

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
		PDA-005 REP1-016 REP1-053 REP2-093 REP3-024 REP4-015 REP4-016 REP6-140 REP6-141 REP9-010 REP9-011 REP11-038	Occupier		166a, 171a, 176a, 183a, 184a, 185a, 190a, 191c, 222 (c) 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, 378, 474, 475, 477, 91, 92, 98	9b, 10	nature of the commercial offer. It is understood that PDT will be engaging an external consultant to finalise negotiations on their behalf. (d) Side Agreement and agreed form of PPs now complete.	but commercial terms are to be agreed with PDT's external consultant.	to engage with PDT with a view to agreeing voluntary terms for the rights being sought.
60	PMAC Energy Limited	N/A	Category 2	No	(a) - (b) 223 (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	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
							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 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
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
63	Redcar & Cleveland Borough Council	AoC-002 REP1-005 REP1-046	Category 1 – Owner and/or Occupier	No	(a) - (b) - (c) 499, 526, 527,	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	Heads of Terms agreed and legal agreements for the Option Agreement for Deed of Grant of Easement are near completion. The	Continue to progress the Option Agreement for Deed of Grant of Easement with RCBC and complete the agreements prior to the end of the SoS

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
		REP2-094 REP4-007 REP4-008 REP4-041 REP5-039 REP6-111 REP6-112 REP9-009 REP11-022			529, 539		documents are currently being negotiated between the parties' legal representatives.	updated agreements are currently with RCBC for comment.	Determination period.
64	Redcar Bulk Terminal Limited	RR-001 AS-041 REP1-026 REP1-054 REP2-095 REP2-096 REP3-028 REP4-042 REP5-040 REP9-034	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) 222, 223, 279, 282, 283, 287, 290, 296, 300, 338, 348, 362, 363, 367, 370,	1, 2a, 3a, 4, 5c, 6, 7, 9a, 10	All Agreements between the Parties now complete with agreed form of PPs.	Complete	N/A - All agreements complete and RBT objection withdrawn.

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
		REP11-039 REP12-139 REP13-031			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				
65	Richard Grainger	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) 34a, 39a, 39b, 47a, 51, 53, 54, 55, 63a, 66a (c) 34, 39, 43, 47, 56, 58, 60, 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.	N/A	See Sembcorp entry, 168
66	Royal Society for the Protection of Birds	N/A	Category 1 – Owner and/or	No	(a) - (b) 34a, 39a, 39b,	6, 9e, 10	(b) This party is an occupier of land adjacent to the existing pipeline corridor which is managed by	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
			Occupier		43a, 47a, 53, 54, 55, 63a, 66a (c) 34, 39, 43, 47, 61, 63, 66		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.		
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 provisions has been amended to capture owners of apparatus not normally caught by the protection	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
							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, 358, 57, 59, 62, 63, 65, 75, 76, 77, 78, 79, 80, 84, 85, 87,	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 Examination, the Applicant has reviewed the final protective provisions submitted by Sabic to 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.	The Applicants will continue to work with Sabic on the protective provisions, however whilst the Applicants do want to reach agreement, this may not occur within the Secretary of State's determination period.

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
					89, 90, 93, 94, 95, 96, 98		<p>Examination and has made comments on these to Sabic's legal representatives on 21 March 2023.</p> <p>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:</p> <ol style="list-style-type: none"> 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 / assets identified as having the potential to be affected by the Proposed Development and in particular the powers in the Order. With respect to the 		

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>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.</p> <p>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.</p> <p>4. Paragraph 14 of Sabic’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.</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>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.</p> <p>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;</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>this is a commercial matter for discussion between the parties outside the protective provisions.</p> <p>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).</p> <p>The Applicants considers the protective provisions proposed for the protection of Sabic in its draft DCO provide an appropriate level of protection.</p>		
70	Sahaviriya Steel Industries Plc	N/A	Category 2	No	(a) - (b) - (c) 401, 405, 413, 417, 418, 421, 434, 438, 445, 463, 472, 480, 498, 503, 506,	3a, 4, 6, 10	The Applicants understand that any interest that Sahaviriya Steel 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	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
					509, 512, 513, 515, 516, 517, 518, 519, 520, 521, 522, 532, 533		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, 519, 520, 377, 395, 401, 405, 408, 409, 409a, 409b, 413, 417, 418, 421, 425, 425a, 434, 438, 445, 461, 462, 463,	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
					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 the interests of this party.	N/A	N/A
73	Sembcorp Utilities (UK) Limited	RR-034 REP1-028	Category 1 – Owner and/or Occupier	No	(a) 325, 328, 329, 330, 333 (b) 100a, 100b,	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	CO2 Network agreed and draft agreements are near completion. Gas transportation	Sembcorp has withdrawn its objection. Discussions between the parties are continuing with

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
		REP1-055 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 REP13-026	Category 2		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, 174d, 176, 176b, 181, 183, 184, 185, 185b, 190, 190b, 191, 191a, 191d, 192, 194, 196, 2, 202c, 20a, 21, 218,		gathering network. 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 (d) The Applicants have reached agreement with Sembcorp's legal representatives with respect to the protective provisions and confidential side agreement during the Recommendation period.	agreement agreed. Use of No2 tunnel – draft agreements will follow the completion of the CO2 Network easement. The parties have reached agreement on a confidential side agreement.	respect to other agreements. The parties are confident that all the voluntary agreements will be concluded but not necessarily ahead of the determination of the DCO.

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
					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				
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	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
							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.		
75	South Gare Fishermans Hut Association A Belski A Moy A Murry A Oliver A Sowerby B Coleman B Ingam B King B Stocks B Westgarth	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	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
	B Wilson B Ramsdale C Wood C Bowie C Carter C McVey C Pearson C Windward D Briggs D Carter D J While D Lees D Sharp D Simpson E Cassidy E Westcough F Wright G Algie G Busuttil						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.		

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
	R Lee R Leech R Mills R Wilkns R Wood S Affleck S Harrison S King S Patchett S Waston 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,	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	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
					477		<p>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 Teesport.</p>		
77	South Tees Development Corporation	RR-035 AoC-005 AS-042 PDA-006 REP1-007	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,	1, 2a, 3, 4, 5, 6, 7, 8, 9a, 10	(a)-(c) Negotiations have been ongoing with STDC 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	(a) – (c) Main site option agreement ongoing – this includes Work Nos. 1, 3B, 5B, 7, 9A and associated site access routes that form part of Work No. 10 (b) Easement agreement	The parties will continue to work with STDC with the aim of completing the remaining option agreements ahead of the determination of the DCO.

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
		REP1-056 REP2-025 REP2-097a REP2-97b REP2-097c REP3-006 REP3-007 REP3-026 REP5-017 REP5-018 REP5-042 REP6-143 REP6-144 REP7-017 REP8-057 REP11-041 REP12-122 REP12-123 REP12-164 to REP12-			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, 516, 517, 518, 519, 520, 532, 533, 401, 405, 413, 434, 438, 498, 503, 515, 521, 522		imminently, 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 (d) 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 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'	ongoing Commercial service agreements for utility supplies will follow the main site option agreement. However, if these are not entered into the main site option agreement includes automatic rights in respect of those services. (d) An interface agreement is being negotiated alongside 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
		166 REP13-033 to REP13-035					Comments on Deadline 12 Submissions [REP13-019].		
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 and legal agreements are in negotiation.	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

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							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. .</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 Secretary of State's determination period is not anticipated. The proposed protective provisions are considered to be appropriate.</p>
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	N/A	See entry for PD Teesport, no. 59

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							<p>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>		
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	Category 1 – Owner and/or	No	(a) - (b) 158a, 190a,	2a, 6, 10	(b) - (c) HoTs are currently in circulation. (d) Draft Protective Provisions and a	Negotiations in progress. Marked up HoTs have been received from TGPP. The	The Applicants will continue to engage with TGPP with 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
		REP5-041 REP6-142 REP9-035 REP11-040 REP12-167 REP13-032	Occupier		199 (c) 103, 105, 106, 108, 144, 147, 148, 151, 152, 153, 158, 186, 190, 190b, 201		<p>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 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. Since the close of the Examination, the parties have continued discussions and exchange of drafts of the side agreement. Parties continue to work</p>	<p>most recent HoTs meetings were held with TGPP on 16 and 20 September 2022. Following these meetings, TGPP will return comments on the HoTs.</p> <p>Limited progress in agreeing HoTs has been made to date pending agreement with TGPP on Protective Provisions and a Side Agreement.</p>	<p>view to agreeing voluntary terms for the rights being sought. Comments are expected following the conclusion of the side agreement.</p> <p>With respect to protective provisions and the side agreement, parties are continuing working hard to reach agreement although it appears unlikely agreement can be reached during the Secretary of State's determination Examination.</p>

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							towards agreement.		
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) The parties have agreed, signed and completed the Side Agreement including annexed Protective Provisions.	The parties have agreed, signed and completed the Side Agreement including annexed Protective Provisions.	N/A - all relevant Agreements complete and Teesside Windfarm Limited objection has been withdrawn.
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,	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
					496, 500, 502, 504, 505, 506, 509, 510, 511, 512, 513, 521, 522, 524, 525, 526, 531, 532, 533, 534, 536, 540a, 540d				
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's Most Excellent Majesty in Right of His Crown	REP4-045 REP4-046 REP6-145	Category 1 – Owner and/or Occupier	No	(a) - (b) (c) 218, 528, 530	5a, 5b, 6, 10	(c) 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	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.	The Applicants will continue to progress discussions with TCE so that confirmation of its consent can be provided as soon as possible.

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>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.</p> <p>Together the Applicants anticipate 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.</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

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89	Uniqema Limited	N/A	Category 1 – Owner and/or Occupier	No	(a) - (b) - (c) 252, 253, 253a, 255, 263, 278, 280, 281, 284, 285, 286, 301, 302, 303, 314, 315, 316, 319, 320, 324, 332, 343	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
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

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
91	Vertellus Specialties UK 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
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	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
							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.		
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