

**Localism Act 2011**

**The Acquisition of Land Act 1981**

**Inquiry into:**

**THE SOUTH TEES DEVELOPMENT CORPORATION**

**(LAND AT THE FORMER REDCAR STEEL WORKS, REDCAR)**

**COMPULSORY PURCHASE ORDER 2019**

**Appendices of Proof of Evidence**

**Of**

**Michael A King FRICS**

**On behalf of South Tees Development Corporation**

**January 2020**

**APPENDIX 1 - OBJECTOR SUMMARY**

REF	OBJECTOR	STATUS
1	Network Rail	<p>In summary - solicitors have been instructed to prepare an agreement. Asset manager and project manager appointed by Network Rail currently reviewing STDC proposals in order to inform terms of the agreement.</p> <p>6 January 2017 – meeting at TVCA offices with Network Rail and STDC.</p> <p>21 September 2018 – emails from STDC providing title information and suggesting initial discussions.</p> <p>8 October 2018 – email from Network Rail to STDC acknowledging emails and to review.</p> <p>11 April 2019 – email from Network Rail to the Land Referencers re ownership of structures.</p> <p>11 April 2019 – letter from STDC to Network Rail advising a CPO would be made shortly.</p> <p>8 May 2019 – email from STDC to Network Rail re progressing negotiations further to CPO being made.</p> <p>16 May 2019 – telephone conversation with Network Rail and STDC.</p> <p>17 May 2019 – email from STDC to Network Rail explaining matters going forward and offering assistance.</p> <p>3 and 12 June 2019 – emails between STDC and Network Rail arranging a meeting.</p> <p>3 June 2019 – email from STDC to Network Rail informing who lawyers will be, enclosing CPO plots plans.</p> <p>3 June 2019 – email from Network Rail to STDC explaining plans will now be prepared and lawyers will be instructed. A meeting is viewed as beneficial in the future.</p> <p>6 June 2019 – email from STDC to Network Rail – requesting a copy of a wayleave agreement. In addition pushing for a meeting to progress matters.</p> <p>6 June 2019 – email from Network Rail to STDC re plans and meeting.</p> <p>27 June 2019 – email from Network Rail to STDC enclosing a form for the basis of an Asset Protection Initial Enquiry Questionnaire.</p>

		<p>27 June 2019 – meeting held with Network Rail and STDC.</p> <p>28 June 2019 – email from STDC to Network Rail summarising the meeting held.</p> <p>28 June 2019 – email from STDC to Network Rail trying to progress the costs undertaking to be sought by Dentons (Network Rail's lawyers).</p> <p>28 June 2019 – email from Gowlings (STDC's lawyers) to Dentons (Network Rail's lawyers) requesting a level of fee undertaking.</p> <p>28 June 2019 – email from Dentons to STDC, Gowing and Network Rail chasing fee undertaking.</p> <p>5 July 2019 – email from STDC to Network Rail chasing for plans further to the meeting.</p> <p>19 July 2019 – email from Network Rail to STDC re requested plans.</p> <p>26 July 2019 – email from Network Rail to STDC enclosing requested plans.</p> <p>29 July 2019 – email from STDC to Network Rail, querying plans and requesting further information.</p> <p>5 August 2019 – email from STDC to Network Rail enclosing the completed Initial Enquiry Questionnaire form. Suggesting a site meeting.</p> <p>8 August 2019 – email from Network Rail to STDC thanking for questionnaire and enclosing engineering guidance notes on working in close proximity to level crossings.</p> <p>21 August 2019 – email from Gowing to Dentons regarding fees.</p> <p>23 August 2019 – email from STDC to Network Rail, querying whether STDC are at the Industry notification or Clearance stage.</p> <p>4 September 2019 – email from Gowlings to Dentons chasing them up for the level of fee undertaking Network Rail requires.</p> <p>4 September 2019 – email from Dentons solicitors to Gowlings regarding fees.</p> <p>5 September 2019 – email from Gowing to Dentons confirming receipt of email.</p>
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		<p>with the meeting to discuss the asset protection agreement in the new year.</p> <p>3 January 2020 – email from Gowlings to Dentons explaining that due to time constraints they will prepare a draft compromise agreement.</p> <p>3 January 2020 – email from Dentons to Gowlings confirming that is a good way forward.</p> <p>7 January 2020 – email from Network Rail to STDC re plans.</p> <p>8 January 2020 – email from Network Rail to STDC re plots suggesting a meeting.</p> <p>16 January 2020 – email from STDC to Network Rail enclosing comments on Sale &amp; Rights Plans.</p> <p>Communication is continuing between lawyers to finalise documentation.</p>
2 3 4	Royal Bank of Scotland, Siam Commercial Bank, TISCO and Krung Thai and SSI Thailand (collectively known as “Thai Banks”)	<p>In summary - an offer has been made to acquire the land. Thai Banks have requested that all further correspondence be via the lawyers and not between valuers.</p> <p>29 March 2017 – meeting with J Bretherton (STSC) and Thai Banks in Bangkok. Consisted of three meetings in total. Discussing general approach to the way forward and the dynamic with the OR (Official Receiver). Thai Banks expressed concern repeatedly regarding the OR’s “fire sale” approach. No financial offer was asked for or made. STSC (formally STSC prior to the creation of STDC) stressed the long term nature of their proposals. The banks understood this, STSC advised that it was 20+ years.</p> <p>6 April 2017 – email from STSC to Clifford Chance (Thai Banks lawyers) explaining that DLA Piper (STSC lawyers) will be in touch.</p> <p>7 April 2017 – letter from STSC to Thai Banks setting out way forward after meeting in Bangkok.</p> <p>11 April 2017 – email from Thai Banks to STSC agreeing to way forward.</p> <p>11 April 2017 – email from STSC to Thai Banks discussing a proposed visit.</p> <p>18 April 2017 – email from Clifford Chance (Thai Banks lawyers) to STSC asking if free for a call. STSC agreed and responded.</p> <p>19 April 2017 – chase email from STSC to Clifford Chance re arranging a call. Clifford Chance responded re arrangement for next meeting and that they will send through a list of questions.</p>

	<p>2 May 2017 – email from STSC to Clifford Chance, chasing for the list of questions and re arrangements for a meeting.</p> <p>2 May 2017 – email from Clifford Chance to STSC enclosing list of questions.</p> <p>2 May 2017 – email from STSC to Clifford Chance thanking and responding.</p> <p>5 May 2017 – email from STSC to Clifford Chance re visit and responding to questions.</p> <p>11 May 2017 – email from STSC to Clifford Chance re whether OR should join for next meeting.</p> <p>29 May 2017 – email from Clifford Chance to STSC enclosing comments on the draft Non-Disclosure Agreement (NDA).</p> <p>31 May 2017 – email from Clifford Chance to STSC asking when can expect final draft of the NDA.</p> <p>31 May 2017 – email from STSC to Clifford Chance explaining NDA with legal team.</p> <p>2 June 2017 – email from STSC to Clifford Chance enclosing revised draft NDA.</p> <p>12 June 2017 – email from STSC to Clifford Chance chasing re NDA.</p> <p>15 June 2017 – email from Clifford Chance to STSC enclosing revised NDA with comments.</p> <p>15 June 2017 – email from STSC to Clifford Chance re comments to NDA.</p> <p>19 June 2017 – email from STSC to Clifford Chance chasing re comments to NDA. Also chasing for draft Memorandum of Understanding as agreed when met. Response on same date received from Clifford Chance explaining they will be in touch. STSC also responded on same date.</p> <p>7 July 2017 – email from STSC to Clifford Chance keeping the Thai Banks informed about an interview the Mayor has recently done.</p> <p>21 August 2017 – telecom with Thai Banks and STDC (STDC now formed), on-going discussions.</p> <p>12 September 2017 – email from STDC to Clifford Chance explaining Gowlings (STDC lawyers) appointed re SSI.</p> <p>14 September 2017 – telecom update call with Thai Banks and STDC.</p>
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	<p>19 April 2018 – email from STDC to Thai Banks lawyers explaining planning to meet w/c 21 May but awaiting the hold harmless letter.</p> <p>19 April 2018 – email from Thai Banks lawyers to STDC asking for the val reports.</p> <p>23 April 2018 – email from STDC to Thai Banks lawyers explaining GVA report (now Avison Young) will be with them shortly, enclosing GVA terms of appointment.</p> <p>25 April 2018 – email from STDC to Thai Banks lawyers explaining draft offer letter will be with them in the morning, had confirmation of funds and lawyers ready to document the agreement.</p> <p>26 April 2018 – email from STDC to Thai Banks lawyers enclosing draft offer letter. Offer made in letter and in that enclosed GVA report and withdrew previous subject to contract offer discussed last year.</p> <p>27 April 2018 – email from Thai Banks lawyers with some changes to the draft offer letter and comments. Response acknowledging these from STDC.</p> <p>27 April 2018 – email from STDC to Thai Banks asking for the GVA letter of instruction to be returned. Explain that offer letter ready along with GVA report.</p> <p>30 April 2018 – response from Thai Banks to STDC explaining he is away and will forward to colleague.</p> <p>1 May 2018 – email from STDC to Thai Banks lawyers, explaining that they are holding w/c 21 May 2018 free to come to Bangkok but are concerned about the lack of response. Thai Banks lawyers confirmed there are no issues.</p> <p>7 May 2018 – chase email to Thai Banks from STDC asking for the GVA letter of appointment to be returned again. Explained will issue the offer letter anyway to give sufficient time before the planned meeting in Bangkok later in May 2018. GVA val report will be included on a non–reliance basis.</p> <p>8 May 2018 – STDC offer to the Thai Banks for their interest subject to contract, enclosing GVA report.</p> <p>9 May 2018 – email from Thai Banks lawyers to STDC regarding meeting.</p> <p>15 May 2018 – Email from STDC to Thai Banks discussing arrangements for the meetings w/c 21 May 2018.</p> <p>18 May 2018 – Telecom with STDC and Thai Banks – summary terms for deal.</p>
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	<p>20 May 2018 – email from STDC to Thai Banks lawyers making arrangements for a meeting while in Bangkok.</p> <p>21 May 2018 – email from STDC to Thai Banks making arrangements for a meeting in Bangkok. Response received.</p> <p>23 May 2018 and 24 May 2018 – meetings at British Embassy in Bangkok to discuss offer.</p> <p>24 May 2018 – Various emails regarding drafted letter of intent. Thai Banks signed a letter of intent on same date. Agreed they will work in good faith to conclude contracts by the end of October. Next step, banks will commission an independent review of STDC's valuation.</p> <p>29 May 2018 – email from Thai Banks lawyers to STDC asking for contact detail at Savills so they can appoint a surveyor to review the GVA valuation.</p> <p>29 May 2018 – email from STDC to Thai Banks lawyers explaining Savills have a conflict.</p> <p>30 May 2018 – Email from Thai Banks to STDC asking for name of an appraiser to perform an appraisal. Response from STDC recommending valuers.</p> <p>31 May 2018 – letter from STDC to the Thai Banks providing an update on the CPO and that STDC has resolved to make one or more orders. Reiterates offer made on 8 May 2018.</p> <p>19 June 2018 – email from STDC to Thai Banks lawyers asking for an update on where the banks are with a valuation review.</p> <p>19 June 2018 – email from Thai Banks lawyers to STDC asking to speak but that they are on track.</p> <p>20 June 2018 – STDC tried to call Thai Banks lawyers, email to them trying to set up a call.</p> <p>20 June 2018 – email from Thai Banks lawyers to STDC explaining they are in the process of selecting an appraiser this week.</p> <p>22 June 2018 – telecom with Thai Banks and STDC.</p> <p>3 July 2018 – email from STDC to Thai Banks lawyers explain concerned about lack of progress as banks agreed to proceed five weeks ago. Asked for an update regarding the valuation review. Response said will update at the end of the week.</p> <p>11 July 2018 – email from STDC to Thai Banks lawyers re progress with valuation review.</p>
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		<p>acquire land and property interest owned by SSI (in Liquidation) and impacted by the order with a detailed explanation.</p> <p>22 August 2019 – letter from Mischon de Reya to Gowlings requesting information to consider the offer and a fee undertaking.</p> <p>28 August 2019 – letter from Gowlings to Mischon de Reya explaining considering information requested and pushing for valuers to meet. Also re fee undertaking.</p> <p>20 September 2019 – letter from Gowlings to Mischon de Reya answering queries, suggesting we move matters forward by valuers meeting.</p> <p>20 September 2019 – email from Mischon de Reya to Gowlings acknowledging receipt of letter.</p> <p>25 September 2019 – email from Avison Young to DWD (Thai Banks surveyors) proposing a meeting between valuers.</p> <p>3 October 2019 – telecom to DWD from Avison Young chasing and from Gowlings to Mischon de Reya chasing. DWD confirmed they do not have instructions to liaise with Avison Young.</p> <p>3 October 2019 – letter from Mischon de Reya to Gowlings. Requesting various documents in order to consider the valuation and re fee undertaking. Also requesting a site visit on 16 October 2019.</p> <p>4 October 2019 – letter from Gowlings to Mischon de Reya providing documents able to provide and repeating request for a meeting of valuers. Explaining the August letter was not the first offer and the Thai Bank's valuer should have formed a view on valuation, STDC need to understand why, if the offer is not acceptable. Querying the fee undertaking.</p> <p>7 October 2019 – letter from Mischon de Reya to Gowlings requesting a fee undertaking and that they will then be willing to discuss the valuation, timing and terms.</p> <p>16 October 2019 – email from Gowlings to Mischon de Reya enclosing a response letter to their letter of 3 October 2019. Agreed to a fee undertaking with provisos, one being that a meeting must take place between valuers with 4 weeks.</p> <p>18 October 2019 – letter from Mischon de Reya to Gowlings responding to the terms of the fee undertaking, explaining DWD available to meet.</p> <p>25 October 2019 – email from Gowlings to Mischon de Reya explaining client away and will respond to 18</p>
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		<p>October 2019 letter when client returns.</p> <p>25 October 2019 – letter from Mischon de Reya to Gowlings confirming meeting on 15 November 2019 and attaching a schedule of information previously requested.</p> <p>1 November 2019 – emails between DWD and Avison Young/STDC arranging meeting in accordance with the 18 October 2019 letter.</p> <p>5 November 2019 – email from Gowlings to Mischon de Reya explaining STSC cannot agree to a site visit at this time due to the incident ongoing on the site.</p> <p>5 November 2019 – email from Mischon de Reya to Gowlings asking if STSC can provide access to the part of the site under their control and not involved in the incident.</p> <p>5 November 2019 – email from Gowlings to Mischon de Reya explaining that the Thai Banks need permission from the OR for a site visit. Response on same date from Mischon de Reya querying this. Response from Gowlings on the same point.</p> <p>14 November 2019 – letter from Gowlings to Mischon de Reya responding to information request schedule in detail and repeating Lands Tribunal Contract offer.</p> <p>15 November 2019 – meeting with DWD, STDC and Avison Young, an email exchanges after meeting.</p> <p>19 November 2019 – Email from DWD to STDC requesting access to OR information on STDC's files. Suggesting a meeting, not to enter into negotiations, but for STDC to expand on the various points raised during discussions.</p> <p>20 November 2019 – Email from DWD to STDC, chasing re meeting.</p> <p>21 November 2019 – Mischon de Reya letter to STDC requesting information.</p> <p>21 November 2019 – Email from DWD to STDC and Avison Young, further email re meeting. Response from STDC explaining been on leave and will need time to prepare for a meeting.</p> <p>22 November 2019 – email from DWD to STDC chasing for meeting and for access to OR files. Also chasing for response from Gowlings re documents for the compensation assessment.</p> <p>22 November 2019 – email from STDC to DWD explaining that information requested has been sent previously. Explaining the OR information is held by STSC not STDC and requires some organisation, as does a meeting on</p>
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		<p>site with STDC and the safety measures which need to be put in place and the personnel required.</p> <p>25 November 2019 - email from DWD to STDC pushing for access to files and explaining that contact will be through Gowlings and Mischon de Reya from now on.</p> <p>26 November 2019 – email from STDC to DWD acknowledging that all further correspondence will be between lawyers.</p> <p>28 November 2019 – letter from Gowlings to Mischon de Reya explaining access to information request is in hand.</p> <p>3 December 2019 – email and letter from Gowlings to Mischon de Reya enclosing documents requested from the Thai Banks.</p> <p>4 December 2019 – email from Gowlings to Mischon de Reya enclosing a document schedule.</p> <p>5 December 2019 – letter from Mischon de Reya to Gowlings re information request.</p> <p>10 December 2019 – letter from Mischon de Reya to Gowlings re information request.</p> <p>11 December 2019 – email from Gowlings to Mischon de Reya explaining waiting for advice from Counsel.</p> <p>17 December 2019 – letter from Mischon de Reya to STDC.</p> <p>23 December 2019 – email from Mischon de Reya to Gowlings re committee papers. Response from Gowlings on same date explaining instructing clients on leave.</p> <p>3 January 2020 – email from Gowlings to Mischon de Reya re information request and suggesting valuation discussions move forward and chasing for a response regarding the Lands Tribunal contract.</p> <p>6 January 2020 – email from Gowlings to Mischon de Reya re response regarding the Thai Banks contending that the Order is invalid and unlawful.</p> <p>15 January 2020 – letter from Gowlings to Mischon de Reya explaining there has been no exchange/discussion on valuation and “code” opinion since the 15 November 2019 meeting. The cost undertaking was agreed to on the basis that valuers would be able to advance discussions. Explaining STDC keen to continue private treaty negotiations. Reiterating the Lands Tribunal Contract offer and that waiting for a response on this.</p>
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5	Sembcorp Utilities UK Ltd	<p>In summary - Detailed heads of terms are being negotiated in order to facilitate the withdrawal of the objection.</p> <p>4 July 2017 – meeting at STDC offices with Sembcorp.</p> <p>25 September 2017 – meeting with Sembcorp and STDC.</p> <p>6 October 2017 – email from STSC to Sembcorp enclosing a revised MofU.</p> <p>12 October 2017 – email from STSC to Sembcorp thanking them for their discussion on private wires.</p> <p>19 January 2018 – meeting at Sembcorp offices with STDC. Quarterly update meeting.</p> <p>23 January 2018 – email from STDC to Sembcorp asking if the revised MofU is available.</p> <p>23 January 2018 – email from Sembcorp to STDC enclosing draft MofU following the meeting above.</p> <p>23 and 24 January 2018 – emails between Sembcorp and STDC re plans for MofU. Emails re signing the MofU. Signed 24 January 2018.</p> <p>8 March 2018 – email from Sembcorp to STDC regarding a possible meeting. Email responses explaining had to be cancelled due to snow.</p> <p>11 April 2018 – email from Sembcorp to STDC requesting a meeting. Response received arranging meeting.</p> <p>20 April 2018 – email from Sembcorp to STDC asking to reschedule meeting.</p> <p>9 May 2018 – Meeting at Sembcorp offices with STDC.</p> <p>14 May 2018 – email from STDC to Sembcorp agreeing to a meeting in Singapore on 21 May 2018. Response received on the same date.</p> <p>29 May 2018 – email from STDC to Sembcorp thanking for arranging meeting. Response on same date explaining that hopefully the discussions have contextualised how we plan to support STDC’s redevelopment.</p> <p>26 June 2018 – meeting between STDC and Sembcorp.</p> <p>26 June 2018 – email from Sembcorp to STDC confirming points from the meeting.</p> <p>17 July 2018 – meeting at TVCA offices with Sembcorp</p>
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		<p>16 November 2018 – various letters from STDC to Sembcorp in relation to various plots. Opening up negotiations and proposing a meeting.</p> <p>22 November 2018 – email from STDC to Sembcorp suggesting a meeting to discuss the interests within the order.</p> <p>6 December 2018 – meeting between Sembcorp and STDC.</p> <p>18 December 2018 – site visit with Sembcorp and STDC.</p> <p>19 December 2018 – letter and email from Sembcorp to STDC thanking for site visit and meeting and explaining they are carrying out due diligence.</p> <p>24 December 2018 – email from STDC to Sembcorp enclosing title plans.</p> <p>11 April 2019 – letter from STDC to Sembcorp explaining they will shortly be making the order and they look forward to continuing negotiations.</p> <p>16 April 2019 – email from Sembcorp to STDC providing alternative contact details, STDC acknowledged this.</p> <p>29 May 2019 – email from Sembcorp to STDC suggesting a meeting as the way forward to pick up the mutual desire to reach agreement.</p> <p>14 June 2019 - email from Sembcorp to STDC chasing up meeting.</p> <p>14 June 2019 – email from STDC to Sembcorp arranging a meeting.</p> <p>14 June 2019 – email from Sembcorp to STDC arranging meeting.</p> <p>17 and 18 June 2019 – further emails arranging meeting.</p> <p>2 July 2019 – email from Sembcorp to STDC attaching draft heads of terms for the proposed (replacement) easement.</p> <p>3 July 2019 – meeting/telecom held with Sembcorp and STDC.</p> <p>20 September 2019 – email from STDC to Sembcorp explaining that lawyers (Womble Bond Dickinson) have been instructed to review the heads of terms and to consider whether to enter into a compromise agreement.</p>
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		<p>18 October 2019 – email from STDC to Sembcorp asking if a certain party has left Sembcorp.</p> <p>22 November 2019 – email from Sembcorp to Womble Bond Dickinson (WBD) (STDC lawyers) chasing for instructions regarding heads of terms. Email from WBD to STDC copying in email from Sembcorp.</p> <p>6 December 2019 – email from STDC to Sembcorp requesting a meeting with Sembcorp to progress prior to the Inquiry. Also enclosing comments on heads of terms.</p> <p>9 January 2020 – email from WBD to Sembcorp and STDC further to a meeting, enclosing HoT's. Asking Sembcorp to confirm if agreed and for legal costs.</p> <p>14 January 2020 – email from WBD to STDC and Sembcorp with amended version of HoT's for Sembcorp to agree.</p>
6	East Coast Slag Ltd (Tarmac)	<p>In summary – Discussions are continuing regarding the relocation of the business.</p> <p>26 September 2018 – letter from STDC to East Coast Slag Products (ECSP) outlining the proposed scheme and inviting contact. Recommending they appoint a specialist surveyor.</p> <p>2 October 2018 – telecom between ECSP and STDC.</p> <p>2 October 2018 – email from Tarmac to STDC advising on the appointment of a surveyor, D L Walker.</p> <p>2 October 2018 – email from STDC to instructed surveyor, DL Walker (Tarmac/ECSP surveyor), providing information and plans.</p> <p>2 October 2018 – email from STDC to David L Walker with responses to queries and areas impacted.</p> <p>3 October 2018 – email from David L Walker to STDC providing license info and responses.</p> <p>5 December 2018 – email from STDC to David L Walker re operational requirements.</p> <p>6 December 2018 – email from David L Walker to STDC with response.</p> <p>11 April 2019 – letter from STDC to ECSP advising of the making of the CPO.</p> <p>12 April 2019 – email from David L Walker advising to let the estates manager know about the CPO.</p>



	<p>8 August 2019 – Avison Young emailed David L Walker Limited to arrange a meeting on site to gain a greater understanding of the nature of the operation of the business, and hence the issues raised in their objection, and in order to explore ways in which to negate or alleviate entirely their concerns. Proposed an August meeting date.</p> <p>12 August 2019 – email from David L Walker Limited to Avison Young. They proposed some dates in September 2019 for a meeting.</p> <p>13 August 2019 – email from David L Walker Limited to Avison Young explaining they can no longer make one of the meeting dates.</p> <p>15 August 2019 – email from Avison Young to David L Walker Limited. Explained that Avison Young wished to meet in August to expedite matters.</p> <p>15 August 2019 – email from David L Walker Limited to Avison Young. Explained that the contact at Tarmac is on leave in August 2019 and asked for alternative dates.</p> <p>20 August 2019 – email from Avison Young to David L Walker Limited. Explained that on leave in September 2019 but suggested some dates prior to going on leave in early September and towards the end of September 2019.</p> <p>20 August 2019 – email from David L Walker Limited to Avison Young. Explained he could make himself available in early September 2019.</p> <p>20 August 2019 – email from Avison Young to David L Walker Limited agreeing to the proposed date for a meeting.</p> <p>21 August 2019 – email from David L Walker to Avison Young acknowledging meeting on 3 September 2019.</p> <p>21 August 2019 – email from STDC to David L Walker Limited and Avison Young acknowledging meeting room booked at STDC offices and enclosing site forms for completion.</p> <p>21 August 2019 – email from David L Walker Limited to STDC completing site form.</p> <p>21 August 2019 – email from David L Walker Limited to STDC requesting that STDC meet Tarmac's reasonable fees in this matter.</p> <p>21 August 2019 – email from STDC to David L Walker Limited requesting further information on fees.</p>
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	<p>23 August 2019 – email from David L Walker Limited to STDC forwarding invoices for fees incurred.</p> <p>23 August 2019 – email from STDC to David L Walker Limited, acknowledging receipt of invoices and that Avison Young will deal with these discussions.</p> <p>23 August 2019 – email from David L Walker Limited to Avison Young and STDC cancelling the meeting arranged for 3 September 2019.</p> <p>27 August 2019 – email from Avison Young to David L Walker Limited regarding rearranging the meeting.</p> <p>28 August 2019 – email from Avison Young to David L Walker Limited. Explained that we are still awaiting to hear from them regarding a convenient site meeting date. Made comment on the fees submitted.</p> <p>28 August 2019 – email from David L Walker Limited to Avison Young. They are waiting for their client to return from leave before responding on meeting dates. Expressed that Tarmac will require confirmation that their reasonable costs will be met.</p> <p>28 August 2019 – email from Avison Young to David L Walker Limited, acknowledging receipt and commenting on the fees/timesheets.</p> <p>28 August 2019 – email from David L Walker Limited to Avison Young explaining that Tarmac don't appear to be available in September 2019.</p> <p>30 August 2019 – email from David L Walker Limited to Avison Young enclosing timesheets for review.</p> <p>30 August 2019 – email from Avison Young to David L Walker Limited, querying the timesheets and pushing for a meeting date.</p> <p>2 September 2019 – email from David L Walker Limited to Avison Young re fees and regarding the risk of incurring more fees in attending a site meeting.</p> <p>2 September 2019 – email from Avison Young to David L Walker Limited. Commented on fees and a meeting date.</p> <p>2 September 2019 – email from David L Walker Limited to Avison Young regarding fees.</p> <p>2 September 2019 – further email from David L Walker Limited to Avison Young proposing meeting dates.</p> <p>4 September 2019 – email from Avison Young to David L Walker Limited suggesting a meeting on 2 October</p>
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		<p>2019.</p> <p>4 September 2019 – email from David L Walker Limited to Avison Young agreeing to the date.</p> <p>2 October 2019 – meeting held with Avison Young, STDC, Tarmac and David L Walker Limited. Discussed the way forward, agreed STDC consider possible relocation opportunities. Discussed possible rights or interests to be extinguished. Agreed Tarmac to review and update information on the site product.</p> <p>8 October 2019 – email from Avison Young to Tarmac and David L Walker Limited summarising the meeting held on 2 October 2019.</p> <p>2 December 2019 – email from Avison Young to Tarmac and David L Walker enclosing a number of possible relocation opportunities as agreed at the meeting.</p> <p>6 December 2019 – email from D L Walker to Avison Young thanking for relocation opportunities and asking for sites within the CPO area.</p> <p>6 December 2019 – further email from D L Walker to Avison Young commenting on relocation opportunities and the fact that non put forward in the proposed CPO area. Explaining re rights they wish to extinguish and a licence.</p> <p>11 December 2019 – email from Avison Young to D L Walker asking for a further response on the relocation sites put forward.</p>
7	British Steel Ltd	<p>In summary - STDC have been unable to secure the engagement of the objector, despite repeated requests, due to their ongoing insolvency. STDC's appointed valuers have invited discussions with the vendor's directly and via their appointed valuers.</p> <p>22 November 2016 – telecom between STDC and British Steel.</p> <p>1 May 2018 – letter from STDC to British Steel explaining the Master Plan and that STDC will be making an order and to expect to shortly receive a formal letter requesting information of their interest.</p> <p>15 November 2018 – letter from STDC to British Steel. Initial letter re the scheme and the Order and opening negotiations.</p> <p>15 November 2018 – email from STDC to LSH (British Steel's agent). Enclosing initial letter. Telephone</p>

	<p>conversation on the same date.</p> <p>15 November 2018 – email from LSH to STDC providing contact details at British Steel.</p> <p>16 November 2018 – email from STDC to British Steel reiterating what was within the letter dated 15 November 2018 and attempting to have an initial chat.</p> <p>16 November 2018 – email from British Steel to STDC explaining they would welcome a chat.</p> <p>17 January 2019 – email from STDC to British Steel copied to their agent, LSH. Enclosed a without prejudice offer from STDC to British Steel for interests within the Order.</p> <p>11 April 2019 – letter from STDC to British Steel explaining that they wish to acquire their land by agreement and that they are shortly making a compulsory purchase order for the whole scheme. Suggested they appoint a CPO surveyor and that reasonable surveyors fees will be paid as part of their compensation. Also sent by email to their agent, LSH, on 12 April 2019.</p> <p>8 May 2019 – meeting with STDC and British Steel.</p> <p>21 May 2019 – telecom with STDC and British Steel.</p> <p>24 May 2019 – meeting and telecom with STDC and British Steel.</p> <p>3 June 2019 – meeting with STDC and British Steel.</p> <p>10 June 2019 – meeting with STDC and British Steel.</p> <p>13 June 2019 – email from STDC to Forsters (British Steel lawyers) requesting contact details for British Steel in order to progress matters.</p> <p>17 June 2019 – meeting with STDC and British Steel.</p> <p>20 June 2019 – email from STDC to Forsters requesting contact details for British Steel.</p> <p>20 June 2019 – email from Forsters to STDC explaining she is waiting for her client.</p> <p>24 June 2019 – conference call with STDC and British Steel.</p> <p>1 July 2019 – meeting with STDC and British Steel.</p>
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		<p>8 July 2019 – meeting with STDC and British Steel.</p> <p>8 July 2019 – email from STDC to Forsters requesting contact details at British Steel.</p> <p>8 July 2019 – email from Forsters to STDC explaining that they will chase their client for contact details.</p> <p>15 July 2019 – meeting with STDC and British Steel.</p> <p>22 July 2019 – meeting with STDC and British</p> <p>26 July 2019 – email from STDC to Forsters, requesting contact details for British Steel in order to progress matters.</p> <p>26 July 2019 – email from Forsters to STDC providing contact details.</p> <p>29 July 2019 – email from STDC to British Steel, suggesting they enter into a compromise agreement to give British Steel comfort. Responded to the points made within the objection regarding access rights and queries regarding land included within the Order.</p> <p>28 August 2019 – email from STDC to British Steel explaining that Avison Young are now appointed to take the claim forward on behalf of STDC.</p> <p>3 September 2019 – email from Avison Young to British Steel, copied to LSH. Initial email from Avison Young confirming they are instructed to continue negotiations with British Steel. Enclosed previous offer made by STDC.</p> <p>30 September 2019 – email from Avison Young to British Steel, copied to LSH, trying to progress matters.</p> <p>3 October 2019 – telephone call between Avison Young and LSH. The Contact at British Steel is no longer employed at the Company. LSH are struggling to contact a “decision maker” and obtain instructions. LSH provided contact details at BS’s solicitors to see if they can assist with progressing negotiations.</p> <p>8 October 2019 – email from Avison Young to LSH, copied to Forsters, chasing for the solicitors contact details at British Steel to help progress matters.</p> <p>24 October 2019 – email from British Steel to STDC asking for the CPO Inquiry date.</p> <p>1 November 2019 – email from Avison Young to British Steel asking if LSH are still instructed and explaining</p>
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		<p>slight delay to confirming Inquiry date.</p> <p>4 December 2019 – email from Avison Young to British Steel, copied to Forsters, asking if anyone instructed to assist them so STDC can make progress in resolving their objection. Advised them of the date for the CPO Inquiry.</p> <p>4 December 2019 – email from Forsters to Avison Young explaining they are not instructed so can they be removed from the correspondence.</p> <p>9 December 2019 – email from STDC to British Steel on another matter and chasing regarding a response to STDC’s correspondence regarding the CPO and who STDC can liaise with in this regard.</p>
8	Total Bolt Solutions Ltd/Seamer UK	<p>In summary - Site now sold to Seamer UK, they have not confirmed whether they are maintaining Total Bolt Solutions “inherited” objection. STDC are undertaking a redesign of the proposed roundabout which will enable the objector's land to be removed from the Order subject to STDC securing the agreement of the local authority to make available alternative land for use as part of the highway. STDC has now secured an agreement with the Council and has informed Seamer UK that they will now be removed from the CPO. STDC are awaiting confirmation that they will formally withdraw their “inherited” objection to the CPO.</p> <p>1 May 2018 – letter from STDC to Total Bolt Solutions introducing the scheme.</p> <p>19 September 2018 – letter from STDC to Total Bolt Solutions updating on scheme and inviting them to negotiate and seek appropriate advice.</p> <p>25 October 2018 – email from STDC to Sanderson Wetherall (Total Bolt Solutions surveyor) asking if they have been instructed, further to a telecom they had together.</p> <p>26 October 2018 – email from Sanderson Weatherall to STDC explaining they are awaiting signed terms of engagement.</p> <p>31 October 2018 – email from STDC to Total Bolt Solutions. Telecom on same date. Pushing to arrange a meeting to make progress. Acknowledgement received, discussing dates.</p> <p>31 October 2018 – email from STDC to Sanderson Weatherall putting forward meeting dates.</p> <p>20 November 2018 – meeting and site visit with Total Bolt, Sanderson Weatherall and STDC.</p> <p>22 November 2018 – letter from Sanderson Weatherall to STDC requesting a fee undertaking from STDC.</p>

		<p>28 November 2018 – email from STDC to Sanderson Weatherall re fee undertaking.</p> <p>29 November 2018 – email from Sanderson Weatherall to STDC re fees and that they will consider valuation.</p> <p>5 December 2018 – email from STDC to Sanderson Weatherall acknowledging the above.</p> <p>15 January 2019 – email and telecom from Sanderson Weatherall to STDC requesting drawings.</p> <p>17 January 2019 – email from STDC to Sanderson Weatherall providing drawings. Sanderson Weatherall acknowledged receipt.</p> <p>22 January 2019 – email from Sanderson Weatherall to STDC re plans. STDC responded providing further plans on 23/1/19.</p> <p>22 February 2019 – email from STDC to Sanderson Weatherall chasing for valuation/claim.</p> <p>25 February 2019 – email from Sanderson Weatherall to STDC apologising for the delay and that they hope to be in touch shortly once spoken with client.</p> <p>11 April 2019 – letter from STDC to Total Bolt Solutions explaining that the order will be made shortly.</p> <p>18 April 2019 – email from Sanderson Wetherall to STDC explaining property transferred to TBS Global.</p> <p>25 April 2019 – email from STDC to Total Bolt querying who STDC should now liaise with.</p> <p>25 April 2019 – telecom with STDC and Total Bolt in which new ownership was explained.</p> <p>25 April 2019 – email from STDC to Total Bolt making an offer for compensation.</p> <p>3 May 2019 – email from Sanderson Weatherall to STDC rejecting offer.</p> <p>8 May 2019 – email from STDC to Sanderson Weatherall explaining that they look forward to their proposal.</p> <p>13 September 2019 – email from STDC to Sanderson Wetherall. STDC explained that they have undertaken a redesign of the roundabout which impacts TBS and subject to the agreement of terms for the acquisition of land from Redcar &amp; Cleveland Borough Council on the south side of Eston Road, STDC are hopeful of being in a position to remove TBS from the Order. STDC enclosed a draft compromise agreement on this basis for consideration.</p>
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		<p>13 September 2019 – email from Sanderson Weatherall to STDC explaining that they will seek instructions and liaise with lawyers.</p> <p>29 September 2019 – STDC were informed that Seamer UK has bought the Total Bolt site.</p> <p>8 October 2019 – email from Sanderson Weatherall to STDC requesting plans to assist with a site visit.</p> <p>14 October 2019 – email from Metador/Seamer UK to STDC confirming they have purchased the site from Total Bolt and will be retaining Sanderson Weatherall regarding the compensation claim.</p> <p>18 October 2019 – email from STDC to Metador/Seamer UK explaining what stage negotiations reached with Total Bolt to find an agreeable solution. STDC asked if maintaining objection.</p> <p>1 November 2019 – email from Sanderson Weatherall to STDC suggesting a joint inspection with the new owner.</p> <p>8 November 2019 – email from STDC to Sanderson Weatherall explaining the deal is dependent on discussions with the Council and would prefer having these before meeting on site.</p> <p>6 January 2020 – email from Sanderson Weatherall to STDC asking for an update on their discussions with the Council.</p> <p>7 January 2020 – email from STDC to Sanderson Weatherall, as explained on 13 September 2019 above, agreement has now been reached with the Council for land acquisition, enabling the redesign of the roundabout near Metador/Seamer UK land, thus STDC no longer require land from Metador/Seamer UK and they will be removed from the order. STDC asked for them to formally withdraw their objection.</p> <p>16 January 2020 – email from Sanderson Weatherall to STDC confirming client welcomes redesign of the roundabout in such a way to exclude their land. Suggesting a way forward to document this or alternatively STDC requesting a variation to the order at the Inquiry. Asking for costs to be met and plans of the proposed revision.</p> <p>16 January 2020 – email from STDC to Sanderson Weatherall re planning for the redesign of the roundabout. Asking for confirmation that they have authority to withdraw the objection made by Total Bolt. Asking for an estimate of fees.</p>
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9	INEOS	<p>In summary - site meeting held with the objector and heads of terms proposed for an agreement. Both parties have instructed solicitors to prepare the agreement.</p> <p>1 May 2018 – letter from STDC to Ineos introducing the scheme.</p> <p>27 September 2018 and 3 October 2018 – letter from STDC to Ineos providing an update on the scheme and explaining that it is not anticipated that there will be any requirement for a diversion or interruption to their pipeline.</p> <p>11 April 2019 – letter from STDC to Ineos explaining that the order will shortly be made.</p> <p>26 July 2019 – STDC emailed the lawyers, explained they understand importance of the Breagh Pipeline and that consultations have been had directly with the operator and duty holder – PX Ltd. Asked for a direct contact at Ineos to enable these discussions to be had directly with them. Confirmed STDC <i>‘do not intend to interrupt, prevent or interfere with the safe and efficient operation of...assets or access to the assets and indeed the Master Plan has been designed taking into account the existence of the Pipeline route and designed around it.’</i> STDC confirmed they do not <i>‘envisage lift and shift provisions.’</i> STDC also confirmed within this correspondence that <i>‘STDC does not intend to acquire or interfere with that leasehold interest and the rights and protections set out therein.’</i> STDC confirms that <i>‘STDC would be happy to enter into an asset protection agreement with’</i> Ineos.</p> <p>26 July 2019 – Lawyers confirmed acceptance of email and that they are seeking instructions.</p> <p>7 August 2019 – response received direct from Ineos to STDC. Providing primary point of contact going forward. Request an initial meeting to discuss the CPO and proposed scheme, following on from which heads of terms for a compromise agreement can be discussed. They reiterate as in their objection letter that Ineos does not have an <i>“in principle”</i> objection to STDC’s plans.</p> <p>29 August 2019 – email from STDC to Ineos regarding arranging a meeting.</p> <p>5 September 2019 – email from STDC to Ineos. Request dates for a meeting and send through initial draft heads of terms for a compromise agreement for review. Various emails thereafter arranging meeting.</p> <p>13 September 2019 – response from Ineos to STDC. Confirms they will pass the draft heads of terms on to their lawyers.</p> <p>17 September 2019 – meeting and site inspection held between Ineos and STDC.</p> <p>19 September 2019 – telephone call from Ineos lawyers to STDC confirming they have been instructed to review the draft HofT’s.</p>
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		<p>2 January 2020 – email from Ineos to STDC asking STDC to push Gowlings to make progress.</p> <p>2 January 2020 – email from STDC to Ineos confirming they have chased Gowlings.</p> <p>10 January 2020 – email from Ineos to STDC explaining waiting for documentation from lawyers.</p> <p>13 January 2020 – email from STDC to Ineos confirming they have chased Gowlings.</p> <p>14 January 2020 – email from Ineos to STDC explaining lawyers have been in contact re the draft agreement.</p> <p>Negotiations are continuing to advance the compromise agreement. Should this be agreed, their objections will have been addressed and they will withdraw their objection.</p>
10	Northern Powergrid	<p>In summary - Terms for an agreement to enable the objection to be withdrawn are at an advanced stage with the lawyers.</p> <p>4 October 2018 – letter from STDC to Northern Powergrid introducing the scheme and explaining that there should be no requirement for diversion or interruption to their infrastructure.</p> <p>11 April 2019 – letter from STDC to Northern Powergrid explaining they will shortly be making the order.</p> <p>20 June 2019 – email from STDC to Northern Powergrid enclosing plans and draft heads of terms re the land they require a new lease on.</p> <p>20 June 2019 – email from STDC to Northern Powergrid enquiring regarding the withdrawal of the objection and the deed of undertaking Northern Powergrid require.</p> <p>5 July 2019 – email from STDC to Northern Powergrid following up on email re lease required.</p> <p>16 August 2019 – email from Northern Powergrid to STDC re lease STDC require.</p> <p>21 August 2019 – email from STDC to Northern Powergrid proposing a telephone call re the lease required.</p> <p>29 August 2019 – email from STDC to Northern Powergrid containing plans of apparatus in advance of a call on 30 August 2019.</p> <p>4 September 2019 – email from STDC to Northern Powergrid enclosing draft heads of terms for a compromise agreement.</p>

	<p>4 September 2019 – email from STDC to Northern Powergrid following a telephone conversation, regarding the form of words for the compromise agreement.</p> <p>4 September 2019 – email from Northern Powergrid to STDC, providing an example of an undertaking they would require/compromise agreement.</p> <p>4 September 2019 – email from STDC to Northern Powergrid confirming STDC are happy to pay legal fees to finalise agreement.</p> <p>26 September 2019 – email from STDC to Northern Powergrid chasing for progress with withdrawing the objection and the draft heads of terms for the compromise agreement.</p> <p>26 September 2019 – email from Northern Powergrid to STDC apologising and explaining that they will forward the draft heads of terms for the compromise agreement to their lawyers.</p> <p>30 December 2019 – STDC were copied in on an email from Northern Powergrid to their lawyers, Weightmans. Asking them to make progress in reaching a compromise agreement on their behalf as the Inquiry is imminent.</p> <p>30 December 2019 – email from STDC to Gowlings, copying in Northern Powergrid and Weightmans, asking Gowlings to liaise with Weightmans and finalise the compromise agreement asap.</p> <p>31 December 2019 – email from Gowlings to Weightmans enclosing a draft compromise agreement.</p> <p>14 January 2020 – email from Gowlings to Weightmans incorporating all discussed changes to the compromise agreement. In addition enclosed a clean version capable of being engrossed.</p> <p>14 January 2020 – email from Weightmans to Gowlings agreeing to the changes to the agreement and enclosing a draft letter to withdraw the objection for comment.</p> <p>14 January 2020 – email from Gowlings to Weightmans agreeing to the withdrawal letter and enclosing some changes to the agreement. Asked if can now be engrossed.</p> <p>14 January 2020 – email from Weightmans to Gowlings explaining they are not comfortable with the changes.</p> <p>14 January 2020 – email from Gowlings to Weightmans further to a telecom agreeing to the compromise agreement. Explaining will invite client to sign.</p> <p>14 January 2020 – email from Weightmans to Gowlings confirming draft approved and discussing withdrawal of</p>
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		<p>the objection.</p> <p>Communication is continuing between lawyers to finalise documentation following which the objection will be withdrawn.</p>
11	Redcar Bulk Terminal Ltd	<p>In summary - Principles of an agreement are at an advanced stage.</p> <p>2 February 2018 – meeting at STDC offices with Redcar Bulk Terminal Ltd (RBT). Waste to energy discussions.</p> <p>1 May 2018 – letter from STDC to RBT introducing the scheme.</p> <p>11 September 2018 – meeting with STDC and Greybull Capital LLP in London. Greybull Capital LLP are a major shareholder in RBT.</p> <p>25 September 2018 – telecom with Greybull and STDC.</p> <p>27 September 2018 – letter from STDC to RBT asking to open negotiations and provide relevant contact details or confirm if representatives of Greybull Capital LLP will be the contact for RBT, being a major shareholder.</p> <p>4 October 2018 – meeting with RBT and STDC.</p> <p>11 October 2018 – meeting with RBT and STDC.</p> <p>6 November 2018 – introductory meeting with RBT and STDC.</p> <p>5 December 2018 – meeting with RBT and STDC regarding Memorandum of Understanding.</p> <p>20 December 2018 – telecall with Greybull and STDC.</p> <p>14 January 2019 - RBT/Greybull/STDC MOU – telecom.</p> <p>21 January 2019 – Strategic Commercial agreement between STDC and RBT.</p> <p>28 March 2019 – meeting with STDC and RBT.</p> <p>11 April 2019 – letter from STDC to RBT explaining they will shortly be making the order.</p>

		<p>12 April 2019 – email from RBT to STDC requesting a meeting.</p> <p>25 April 2019 – email from RBT to STDC requesting a meeting.</p> <p>26 July 2019 – email from STDC to Forsters (RBT lawyers), opening discussions to resolve the objection.</p> <p>26 July 2019 – email from Forsters to STDC providing contact details to progress matters.</p> <p>29 July 2019 – email from STDC to RBT, copied to the lawyers, offering to enter into a compromise agreement to provide comfort to RBT. The email covered points such as road and rail access, services and substation connections, conveyor ends, car parking south of T4 workshop and additional rights and provided assurances where possible and requested information on certain assets and rights.</p> <p>30 July 2019 – email from RBT to STDC. Explained that they are happy to meet up to discuss their objection and to find a solution to safeguard RBT's access rights. Suggested some dates for a meeting.</p> <p>30 July 2019 – email from STDC to RBT. Agreeing to a meeting and site inspection on 22 August 2019.</p> <p>12 August 2019 – Strategic Commercial Agreement entered into between STDC and RBT, aim to <i>'ensure that the position, quality and nature of potential future investment within the RBT and STDC domains particularly in the boundary areas are jointly agreed to ensure alignment with the respective Master Plans.'</i> <i>'The parties agree...the successful development of the respective master plans in part relies on synergistic working.'</i></p> <p>20 August 2019 – email from RBT to STDC. Having to cancel meeting on 22 August 2019 due to the announcement regarding the sale of British Steel including their 50% shareholding in RBT, therefore they are busy elsewhere. Tried to reschedule for 27 August 2019.</p> <p>20 August 2019 – email from STDC to RBT re meeting rearrangement.</p> <p>21 August 2019 – email from RBT to STDC re meeting.</p> <p>28 August 2019 – meeting held between STDC and RBT.</p> <p>8 November 2019 – email from RBT to STDC wanting reassurance on rights of access and access to services and whether it will be continued which is dependent on them withdrawing their objection.</p> <p>8 November 2019 – email from STDC to RBT confirming there may be variations of routes of access and services, but they will always enjoy continuity of access and services etc.</p>
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		<p>11 November 2019 – email from STDC to RBT enclosing draft heads of terms on the basis above.</p> <p>11 November 2019 – email from STDC to RBT re land swap involving British Steel.</p> <p>13 December 2019 – email from STDC to RBT enclosing draft heads of terms again and asking if they have any feedback from their lawyers.</p> <p>13 December 2019 – email from STDC to RBT re scope for land swap involving British Steel.</p> <p>2 January 2020 – email from RBT to STDC explaining they will have to wait until the sale of British Steel assets is completed before proceeding further in relation to any land swap.</p>
12	Sirius Minerals (York Potash)	<p>In summary - provisional agreement reached with the objector for withdrawal of their objection. With lawyers to finalise documentation.</p> <p>1 May 2018 – letter from STDC to York Potash introducing the scheme.</p> <p>11 April 2019 – letter from STDC to Sirius explaining they will shortly be making the order.</p> <p>June 2019 – Gowling WLG (STDC lawyers) spoke with Eversheds Sutherland (Sirius/York Potash lawyers) to confirm that they would take instructions and come back to them shortly with a proposed way forward.</p> <p>20 June 2019 – Eversheds Sutherland left a message for STDC, they requested an update on timing for objections to the CPO.</p> <p>20 June 2019 – STDC left a message for Eversheds Sutherland further to their message.</p> <p>19 July 2019 – email from STDC to Sirius. STDC agreed to provide a letter of comfort to Sirius and agreed to work with them going forward. Draft letter provided.</p> <p>19 July 2019 – email from Pinsent Masons (representing Sirius along with Eversheds Sutherland) to STDC agreeing to the draft letter of comfort.</p> <p>19 July 2019 – email from STDC to Pinsent Masons and Sirius providing the final copy of the letter of comfort. Letter of the same date from STDC to Sirius confirming that <i>'there is complete unity of purpose between'</i> both parties <i>'with...respective development proposals being entirely compatible and, indeed, complimentary.'</i> The letter also provides comfort that <i>'the STDC compulsory purchase powers will not be exercised in a way that is detrimental to the delivery of the consented Project.'</i> The Project being the York Potash Project. The letter also confirms that they will <i>'enter into a memorandum of understanding with Sirius to record the importance of the</i></p>

		<p><i>York Potash Project to the regeneration of the area and STDC's support for the delivery of the Project.'</i></p> <p>19 July 2019 – email from Sirius to STDC thanking them for their help.</p> <p>5 September 2019 – email from STDC to Eversheds Sutherland. Enclosed draft heads of terms for a compromise agreement based on their objection letter.</p> <p>10 September 2019 – email response from Eversheds Sutherland to STDC confirming that they will put the heads of terms to their clients and come back to STDC.</p> <p>17 September 2019 – email from Gowling WLG to Eversheds Sutherland chasing regarding their response to the draft heads of terms.</p> <p>18 September 2019 – email from Eversheds Sutherland to Gowling WLG explaining they are still seeking instructions.</p> <p>26 September 2019 – email from Sirius to STDC enclosing amended draft heads of terms and a draft Memorandum of Understanding/compromise agreement.</p> <p>27 September 2019 – STDC left a voicemail for Sirius. Sirius replied by email on the same date and asked if it could be picked up the following week.</p> <p>4 October 2019 – email from STDC to Sirius. Provided amended heads of terms. Confirmed Gowlings have been instructed to draft the compromise agreement and review the Memorandum of Understanding. In addition confirmed that the compromise agreement between York Potash/Sirius and STDC is essentially conditional upon Hancock British Holdings being satisfied and similarly undertaking to withdraw their objection. Hancock British Holdings' objection is explained in detail below.</p> <p>4 October 2019 – email from Sirius to STDC proposing a way forward with Hancock British Holdings and obtaining a withdrawal from them.</p> <p>4 October 2019 – email from STDC to Sirius agreeing to the way forward proposed with Hancock.</p> <p>14 October 2019 – telecom between Eversheds Sutherland and Gowlings re whether a MofU is needed along with a compromise agreements or whether a CA is sufficient.</p> <p>27 October 2019 – email from Gowlings to Eversheds Sutherland attaching draft settlement agreement.</p> <p>15 November 2019 – email from Eversheds Sutherland to Gowlings enclosing changes to the draft settlement</p>
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		<p>agreement. Requesting a fee undertaking.</p> <p>9 December 2019 – email from Gowlings to Eversheds Sutherland enclosing amends to the draft settlement agreement.</p> <p>16 December 2019 – amendments to the settlement agreement sent from Eversheds Sutherland to Gowlings.</p> <p>17 December 2019 - email from Eversheds Sutherland to Gowlings making slight amends to the settlement agreement.</p> <p>20 December 2019 – email from Eversheds Sutherland to Gowlings chasing re amended settlement agreement.</p> <p>20 December 2019 – email from Gowlings to Eversheds Sutherland explaining taking instructions.</p> <p>9 January 2020 – email from Eversheds Sutherland to Gowlings chasing for a response to the amended settlement agreement.</p> <p>9 January 2020 – email from Gowlings to Eversheds Sutherland explaining they will seek instructions.</p> <p>10 January 2020 – email from Eversheds Sutherland to Gowlings chasing for a response to the amended settlement agreement.</p> <p>15 January 2020 – email from Eversheds Sutherland to Gowlings enclosing a further revision of the settlement agreement and comfort letter.</p> <p>Communication is continuing between lawyers to finalise documentation.</p>
13	Civil & Marine Ltd (Hanson)	<p>In summary - Terms for an agreement have been agreed and solicitors are finalising the agreement.</p> <p>26 September 2018 – letter from STDC to Civil &amp; Marine introducing the scheme and advising they take specialist advice.</p> <p>16 October 2018 – letter from Hanson to STDC acknowledging STDC wish to enter into negotiations and clarifying position on ownership and querying position on acquisition.</p> <p>5 December 2018 – email from Sanderson Weatherall (surveyor for Hanson) to STDC, requesting that STDC underwrite fees.</p>



		<p>10 December 2018 – telecom with Sanderson Weatherall and STDC re fee undertaking.</p> <p>11 December 2018 – letter from Sanderson Weatherall (SW) to STDC requesting a fee undertaking. Email of the same date from Sanderson Weatherall to STDC in which SW explain that STDC are willing to provide a fee undertaking however SW provided an estimate.</p> <p>12 December 2018 – email from STDC to SW confirming what agreed re fee undertaking on the telecom on 10 December 2018. Suggesting a meeting in the new year.</p> <p>28 January 2019 – email from SW to STDC enclosing a briefing note to aid discussions.</p> <p>25 February 2019 – email from SW to STDC referring to their previous telephone conversation, requesting a note from STDC re their proposal for Hanson's interest and discussing fees.</p> <p>20 March 2019 – email from SW to STDC chasing regarding the promised note and re issuing a fee invoice.</p> <p>20 March 2019 – email from STDC to SW explaining STDC's plans with Hanson's interest and that their two leasehold interests will be excluded but remain in the order. Also provided invoicing details.</p> <p>21 March 2019 – email from SW to STDC acknowledging STDC's decision re Hanson's interest and the exclusion. Explained Hanson happy to enter into discussions in this regard, but that they will submit a holding objection until formally documented.</p> <p>21 March 2019 – email from SW to STDC asking if STDC can notify SW when order is made.</p> <p>27 March 2019 – email from STDC to SW requesting plans.</p> <p>28 March 2019 – email from SW to STDC enclosing requested plans.</p> <p>2 April 2019 – email from SW to STDC re invoicing.</p> <p>3 April 2019 – email from STDC to SW re invoicing.</p> <p>11 April 2019 – letter from STDC to Civil &amp; Marine advising that they will shortly be making the order.</p> <p>15 April 2019 – email from SW to STDC explaining client concerned regarding the inclusion of adjacent land and infrastructure items in the order which are essential to the enjoyment and operation of their site. Explains will have to lodge an objection without assurances from STDC.</p>
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		<p>24 April 2019 – email from STDC to SW explaining that STDC do not envisage any disruption to Civil &amp; Marine/Hanson, and if there is any disruption they can raise a claim.</p> <p>9 May 2019 – telecom between STDC and SW. In addition, an email from SW to STDC enclosing a copy of Hanson’s objection. Explain they are willing to continue dialogue and support the scheme.</p> <p>29 July 2019 - STDC emailed Hanson’s lawyer, Pinsents, to confirm that STDC are prepared to enter into a compromise agreement.</p> <p>31 July 2019 – email response received from Pinsents to STDC, confirming that they would welcome exploring a compromise agreement. They also had some comments on the terms offered for example that any terms agreed should apply to any extension, renewal, variation etc of the leases in questions.</p> <p>29 August 2019 – email from STDC to Pinsents attaching draft heads of terms based on what previously discussed for a compromise agreement. It was suggested that if in agreement STDC’s lawyers, Gowlings, could prepare a draft compromise agreement for consideration.</p> <p>4 September 2019 – email from Pinsents to STDC suggesting that Gowlings send through a draft compromise agreement.</p> <p>29 November 2019 – email from Gowlings to Pinsents enclosing a draft compromise agreement.</p> <p>30 November 2019 – email from Pinsents to Gowlings requesting a fee undertaking.</p> <p>11 December 2019 – email from Pinsents to Gowlings chasing re fee undertaking.</p> <p>12 December 2019 – email from Gowlings to Pinsents re fee undertaking.</p> <p>17 December 2019 – email from Pinsents to Gowlings re fee undertaking and explaining they are reviewing the draft agreement.</p> <p>23 December 2019 – email from Pinsents to Gowlings enclosing comments to the draft agreement and suggesting they speak in the new year.</p> <p>24 December 2019 – email from Gowlings to Pinsents confirming happy to speak in the new year.</p> <p>6 January 2020 – email from Gowlings to Pinsents further to a telecom enclosing a revised draft agreement which Gowlings indicate should be near final form.</p>
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		<p>9 January 2020 – email from Pinsents to Gowlings with further comments to the draft agreement.</p> <p>Communication is continuing between lawyers to finalise documentation and the objection will then be withdrawn.</p>
14	Teesside Windfarm Ltd (EDF)	<p>In summary - STDC has proposed heads of terms for an agreement and it is with lawyers.</p> <p>11 April 2019 – letter from STDC to EDF Energy advising they will shortly be making the order.</p> <p>12 July 2019 – email from STDC to Eversheds Sutherland (Teesside Windfarm/EDF solicitors) enclosing CPO plans and explaining in detail the works near to their clients assets to provide them with comfort.</p> <p>19 July 2019 EDF – email from STDC to Eversheds Sutherland chasing for a response to previous emails.</p> <p>19 July 2019 – email from Eversheds Sutherland to STDC confirming that they are taking instructions.</p> <p>29 August 2019 – email from STDC to Eversheds Sutherland, enclosing draft heads for a compromise agreement.</p> <p>29 August 2019 – email from Eversheds Sutherland to STDC thanking for the heads of terms and confirming they will seek instructions.</p> <p>20 September 2019 – email from STDC to Eversheds Sutherland chasing for a response to the heads of terms and explaining that an indicative date has been given for the CPO Inquiry.</p> <p>4 October 2019 – email from STDC to Eversheds Sutherland chasing for a response and suggesting a meeting.</p> <p>10 October 2019 – email from Eversheds Sutherland to STDC confirming that they are now instructed to deal with the compromise agreement and seeking a fee undertaking. In addition they requested further information regarding their clients legal rights and the impact on them.</p> <p>10 October 2019 – email from STDC to Eversheds Sutherland enclosing the heads of terms for the compromise agreement again, as requested by Eversheds Sutherland. STDC agreed to prepare a plan showing how EDF will be impacted by the Order.</p> <p>21 October 2019 – email from Eversheds Sutherland to Gowlings (STDC solicitors) re fees and requesting timing of receiving the draft compromise agreement.</p>

		<p>23 October 2019 – email from STDC to Eversheds Sutherland re fees.</p> <p>28 October 2019 – email from Eversheds Sutherland to STDC re fees.</p> <p>12 November 2019 – email from Eversheds Sutherland to STDC/Gowlings. Requesting timing of receipt of draft compromise agreement.</p> <p>13 November 2019 – email from Eversheds Sutherland to STDC/Gowlings confirming heard Inquiry date and requesting draft compromise agreement.</p> <p>14 November 2019 – email from STDC to Eversheds Sutherland explaining that Gowlings are working on the compromise agreement and will liaise directly.</p> <p>25 November 2019 – email from Eversheds Sutherland to STDC/Gowlings chasing for the compromise agreement.</p> <p>2 December 2019 – email from Gowlings to Eversheds Sutherland enclosing a draft compromise agreement and granting a fee undertaking.</p> <p>4 December 2019 – email from Eversheds Sutherland to Gowlings confirming that they will review the compromise agreement.</p> <p>10 January 2020 – telecom with Gowlings and Eversheds Sutherland.</p> <p>Communication is continuing between lawyers to finalise documentation.</p>
15	National Grid	<p>In summary - Terms have been agreed to enable an agreement to be concluded for the withdrawal of the objection.</p> <p>7 June 2019 – email from National Grid to STDC proposing to discuss their objection and their assets.</p> <p>7 June 2019 – email from STDC to National Grid providing information on the order and the Master Plan and proposing a meeting.</p> <p>14 June 2019 – email from STDC to National Grid chasing re previous email dated 7 June 2019.</p>

		<p>18 June 2019 – email from National Grid to STDC apologising and proposing a date for a chat.</p> <p>18 June 2019 – email from STDC to National Grid proposing a time for a call.</p> <p>20 June 2019 – email from STDC to National Grid further to a telephone conversation on the same date, in which they discussed an asset protection agreement and provided solicitors details.</p> <p>3 July 2019 – email from STDC to National Grid explaining that National Grid’s solicitor has not made contact.</p> <p>11 July 2019 – email from National Grid to STDC apologising for the delay, explaining that solicitors are being instructed.</p> <p>18 July 2019 – email from National Grid to their lawyers copying in STDC, progressing matters with the agreement.</p> <p>18 July 2019 – email from STDC to National Grid enclosing the CPO schedule.</p> <p>16 August 2019 – email from DLA Piper, National Grid’s lawyer, to Gowlings (STDC lawyer), trying to progress the asset protection agreement and requesting a fee undertaking.</p> <p>16 August 2019 – email from Gowlings to DLA Piper agreeing to a fee undertaking and explaining client away and will take instructions upon their return.</p> <p>29 August 2019 – email from Gowlings to DLA Piper returning a revised version of National Grid’s Asset Protection Agreement, awaiting comments from DLA Piper.</p> <p>16 September 2019 – email from DLA Piper to Gowlings explaining they are taking instructions. Requesting details re Inquiry date.</p> <p>16 September 2019 – email from Gowlings to DLA Piper explaining no date set for Inquiry as yet but earliest reply re the APA would be appreciated.</p> <p>3 January 2020 – email from Gowlings to DLA Piper chasing for a response re the draft APA due to the imminent Inquiry.</p> <p>3 January 2020 – email from DLA Piper to Gowlings explaining they are due to speak to their client early next week.</p> <p>10 January 2020 – email from Gowlings to DLA Piper asking if the APA is agreed and can be engrossed further</p>
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		<p>to their discussions with their client.</p> <p>Communication is continuing between lawyers to finalise documentation upon which the objection will be withdrawn.</p>
16	Highfield Environmental Ltd	<p>In summary - The objector's response to STDC's invitation to explore solutions to resolve the objection has been received and negotiations are being progressed.</p> <p>1 May 2018 – letter from STDC to Highfield Environmental Ltd introducing the scheme.</p> <p>17 May 2018 – letter from Muckle LLP (Highfield's lawyers) to STDC explaining that they do not believe the requisition notice is valid and they do not own certain parts of land identified as Highfields.</p> <p>7 August 2018 – letter from Gowling WLG to Muckle LLP explaining red line not yet defined and certain land not included. They confirm a revised requisition for information notice will follow separately by post for completion.</p> <p>11 April 2019 – letter from STDC to Highfield explaining that they will shortly be making the order.</p> <p>4 July 2019 – email from STDC to Muckle LLP requesting a contact at Highfield to progress matters with. Responded regarding the points within their objection. Confirmed that STDC's aim is to try and resolve Highfield's concerns enabling the objection to be withdrawn and both parties to pursue their business objectives without interfering with the others operations as far as reasonably possible.</p> <p>15 July 2019 – email from STDC to Muckle LLP asking for confirmation that they are still instructed.</p> <p>17 July 2019 – email from Muckle LLP to STDC confirming they are instructed and are currently discussing STDC's queries with their client.</p> <p>23 July 2019 – email from Sanderson Weatherall to STDC confirming they have been instructed by Highfield and that a referencing exercise has been commissioned.</p> <p>24 July 2019 – email from STDC to Sanderson Weatherall (Highfield surveyor) setting out the background and the view of STDC that Highfield are encroaching onto land owned by STDC.</p> <p>September 2019 – telephone conversation between Avison Young and Sanderson Weatherall.</p> <p>20 September 2019 – email from Sanderson Weatherall to Avison Young enclosing a survey report by Wardell</p>

		<p>Armstrong regarding boundaries. They acknowledge that Highfield do occupy land outside their registered title. They put forward proposals for the transfer of this land to Highfield from STDC after the CPO is confirmed, and regarding access rights. Provided this is agreed by STDC they will withdraw their objection.</p> <p>20 September 2019 – email from Avison Young to Sanderson Weatherall acknowledging receipt of report and that we will discuss with STDC.</p> <p>7 October 2019 – email from Avison Young to Sanderson Weatherall. Suggested there is merit in a meeting to discuss all the issues raised, including granting future access rights subject to agreement of terms and considering granting a leasehold interest in respect of additional land subject to the agreement of terms.</p> <p>17 October 2019 – email from Sanderson Weatherall to Avison Young re meeting date.</p> <p>18 October 2019 – email from Avison Young to Sanderson Weatherall re meeting.</p> <p>21 October 2019 – email from Sanderson Weatherall to Avison Young re land transfer and rights of way. Response from Avison Young acknowledging this and asking for confirmation of meeting on 31 October 2019. Sanderson Weatherall confirmed by return.</p> <p>23 October 2019 – email from STDC to Sanderson Weatherall re meeting arrangements.</p> <p>31 October 2019 – meeting with STDC/Avison Young and Highfield/Sanderson Weatherall.</p> <p>31 October 2019 – email from STDC to Sanderson Weatherall further to meeting re access routes.</p> <p>4 November 2019 – email from Sanderson Weatherall to STDC enclosing drawings.</p> <p>6 November 2019 – email from STDC to Sanderson Weatherall explaining will run by engineers.</p> <p>19 November 2019 – email from Sanderson Weatherall to STDC re access and legal/physical boundaries which SW suggest STDC were going to put forward a proposal further to the meeting in October.</p> <p>20 November 2019 – email from Avison Young to Sanderson Weatherall re access routes, and explaining will prepare heads of terms.</p> <p>28 November 2019 – email from Sanderson Weatherall to Avison Young asking for a proposal to be put on the table as indicated in previous emails. SW are being pushed for a meeting with the clients lawyers but want the proposal first.</p>
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		<p>29 November 2019 – email from Avison Young to Sanderson Weatherall outlining proposals in principle. In addition requesting details re their access rights and future aspirations as requested at the meeting in October.</p> <p>29 November 2019 – email from Sanderson Weatherall to Avison Young acknowledging the proposals set out by Avison Young and that they will liaise with their client.</p> <p>9 December 2019 – email from Sanderson Weatherall to Avison Young enclosing relevant deeds STDC requested and making comments on the proposal/heads of terms put forward by STDC/Avison Young.</p> <p>6 January 2020 – email from Avison Young to Sanderson Weatherall responding to the proposals put forward. Response from Sanderson Weatherall on the same date explaining they will seek instructions.</p>
17	Mr and Mrs Hall	<p>In summary - STDC has offered to meet with the objector but has received no response. STDC has therefore been unable to secure further engagement with the objector.</p> <p>26 July 2019 – letter from STDC to Mr and Mrs Hall in which STDC gave assurances to Mr and Mrs Hall. They stressed that STDC do not intend to interrupt or prevent their continued use and enjoyment of their cabin. STDC explained that they have no proposals to compulsorily acquire any land in the immediate vicinity of their cabin. STDC explained that they appreciate the area is a Site of Special Scientific Interest (SSSI) and therefore have no plans to intensify development in the SSSI area. Therefore they do not anticipate any loss of land or habitat destruction or change of character to the area.</p> <p>STDC explained the reason behind Mr and Mrs Hall being notified about the Order, i.e. as they have rights to use the South Gare Road and that parts of this road form part of the former SSI and TATA landholding which is part of the scheme.</p> <p>STDC confirmed that they have no plans to prevent their continued use of the roadway and offered to meet with them to give them more assurance.</p> <p>5 September 2019 – letter from STDC to Mr and Mrs Hall restating offer to meet and enclosing previous letter dated 26 July 2019. In addition advising how to withdraw their objection.</p> <p>9 December 2019 – letter from STDC to Mr and Mrs Hall enclosing previous letters and advising of the Inquiry date. In addition STDC tried to reassure them again that there will be no impact on their enjoyment of the cabin and advising how to withdraw their objection.</p>



18	Inter Terminals Seal Sands Ltd	<p>In summary - Provisional agreement reached with the objector for withdrawal of the objection subject to STDC reaching agreement with Sembcorp (see above).</p> <p>12 July 2019 – email from STDC to Inter Terminals opening discussions and asking what assurances STDC could give to them to alleviate their concerns. Referred to the discussions with Sembcorp.</p> <p>15 July 2019 – email from Inter Terminals to STDC explaining that they will liaise with Sembcorp and Network Rail and asking for clarification as to what it would mean if Sembcorp and STDC reach agreement.</p> <p>15 July 2019 – email from STDC to Inter Terminals explaining that if agreement is reached with Sembcorp for a replacement Deed of Grant this will then ‘enable STDC – by whatever the correct legal means is to “remove” plots 49, 54, 55 &amp; 60 from the Order.’ STDC explain this may be by removing the plots from the order or giving an undertaking not to acquire if the order is confirmed.</p> <p>24 July 2019 – email from Inter Terminals to STDC explaining they have liaised with Sembcorp and are aware of the discussions. They also refer to the necessary agreement needed between Network Rail and STDC and ask to be kept informed. Need comfort that they will be left in no worse position.</p> <p>24 July 2019 – email from STDC to Inter Terminals explaining that STDC do not envisage circumstances where Inter Terminals would be disadvantaged. Explained continuing to pursue Asset Protection Agreements with Network Rail and Sembcorp and will keep them informed. If they would prefer their own agreement, STDC suggested they put forward some heads of terms.</p>
19	Hancock British Holdings	<p>In summary - Provisional agreement reached with the objector for withdrawal of the objection subject to STDC reaching agreement with Sirius Minerals (see above). With lawyers to finalise documentation.</p> <p>12 September 2019 – email from STDC to Latham Watkins (Hancock British Holdings Lawyers), explained that STDC and Sirius intend to enter into a compromise agreement along the lines of that requested in the letter of objection. Explained that heads of terms are progressing with the intention that Sirius and Hancock will be given sufficient comfort to enable both objections to be withdrawn prior to the Inquiry. Asked for confirmation that it is acceptable to Hancock for STDC and Sirius to agree terms in principle before reverting to them directly, and that in the meantime Latham Watkins liaise with Sirius’s lawyers, Eversheds Sutherland, if they have any specific requirements for incorporation into the compromise agreement. Confirmed that STDC recognises their objection and they are taking steps to resolve it, albeit directly with Sirius.</p>

		<p>10 October 2019 – email from STDC to Latham Watkins (Hancock’s lawyers), explaining compromise agreement and MoU progressing with Sirius/York Potash and explaining that STDC believe this will resolve Hancock’s objection. Asked for them to state otherwise if not the case.</p> <p>10 October 2019 – email from Latham Watkins to STDC confirmed that provided Hancock are acknowledged in the MoU and compromise agreement with Sirius/York Potash and are able to review and provide comments then this will be sufficient.</p> <p>11 October 2019 – email from Latham Watkins to STDC thanking STDC, as STDC instructed lawyers to capture the above in the MoU and compromise agreement.</p> <p>21 November 2019 – email from Latham Watkins to STDC chasing re MoU.</p> <p>Communication is continuing between lawyers to finalise documentation</p>
20	BOC Ltd	<p>In summary - The parties have expressed their commitment to entering into an agreement for withdrawal of the objection and are establishing the facts necessary to agree heads of terms to achieve this.</p> <p>11 April 2019 – letter from STDC to BOC explaining order to be made shortly and providing contact details.</p> <p>16 May 2019 – email from BOC to STDC requesting contact details for further information as to STDC’s plans and the impact on BOC.</p> <p>7 June 2019 – email from BOC to STDC, chasing for contact details to discuss the project.</p> <p>7 June 2019 – email from STDC to BOC, apologising for the delay in replying. Provided details of the Master Plan and providing information on BOC’s apparatus covering various parcels of land and what the impact may be.</p> <p>31 July 2019 – email from BOC to STDC. This was received further to an email to BOC from their solicitor, Field Fisher, advising them to make contact with STDC to try and progress matters. The email to STDC from BOC explained that they are ready and willing to have discussions when STDC are ready.</p> <p>1 August 2019 – email from BOC to STDC enclosing their objection. This was STDC’s first sight of BOC’s objection, they had no knowledge of their objection up to this point.</p> <p>11 September 2019 – email from STDC to BOC, explaining that STDC have been considering BOC’s apparatus and pipelines and their requirements in an effort to prepare an agreement going forward to enable BOC to</p>

	<p>withdraw their objection.</p> <p>12 September 2019 – email from STDC to BOC regarding pipelines and apparatus and what BOC's requirements are for retention of certain apparatus etc.</p> <p>11 October 2019 – email from STDC to BOC providing information on pipelines covered by two Deeds and possible diversions which STDC would '<i>expect to fund</i>'. In addition requesting information on other pipelines which STDC may not be aware of.</p> <p>11 October 2019 – email from BOC to STDC explaining they will liaise with the team regarding the above and then respond to STDC.</p> <p>21 November 2019 – email from BOC to STDC with detailed information re easements/pipelines etc.</p> <p>22 November 2019 – email from STDC to BOC re easements and pipelines and arranging a call on 28 November 2019.</p> <p>3 December 2019 – email from BOC to STDC further to the call summarising points re easements and pipelines.</p> <p>5 December 2019 – email from BOC to STDC enclosing information and offering another call if helpful.</p> <p>12 December 2019 – email from BOC to STDC explaining their lawyers wanting confirmation as to whether they are pursuing their objection. BOC don't believe they need to however want a chat with STDC as to what needs to be done to progress matters.</p> <p>12 December 2019 – email from STDC to BOC confirming they are drafting up heads of terms for a compromise agreement and should be with them shortly.</p> <p>13 December 2019 – email from STDC to BOC enclosing draft heads of terms for a compromise agreement without prejudice, subject to contract.</p> <p>13 December 2019 – email from BOC to STDC thanking for heads of terms and confirming they will consider them against their list of easements and then have a call the following week.</p> <p>17 December 2019 – email from BOC to STDC enclosing a list of impacted easements, thus the heads of terms will need amending to include all.</p> <p>17 December 2019 – email from STDC to BOC asking for a copy of each easement so that STDC can consider the impact of the scheme on them.</p>
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## APPENDIX 2

### RESPONSE TO OBJECTIONS

NO.	OBJECTOR	GROUND FOR OBJECTION	RESPONSE TO GROUNDS FOR OBJECTION
1	Network Rail  (note representation also made pursuant to section 16 of the Acquisition of Land Act 1981)	The objector states that the operational railway land will be adversely affected by the Order and reserves the right to produce additional grounds of objection when further details and the effect of the Order are available.	See paragraph 8.4 in my Proof of Evidence (STDC8/2).  STDC confirms that, whilst part of the Order Land comprises operational railway land, it is not STDC's intention to acquire such land. Instead, STDC has limited the acquisition powers sought in the Order to new rights. These new rights are necessary to deliver the Scheme including for the construction of new infrastructure (bridges, roads, conduits etc.) over and below the railway. STDC intends to exercise these new rights in a way that will not be detrimental to the railway. STDC has entered into dialogue with the objector with a view to acquiring the new rights by agreement and in a way that will address the objector's concerns.
2	The Royal Bank of Scotland plc Acting as security agent for Tisco Bank Public Company Limited, Krungthai Bank Public Company Limited, Siam Commercial Bank Public Company Limited	The objector considers there to be procedural flaws in the process leading to the making of the Order: <ul style="list-style-type: none"> <li>• No evidence that approval from the Tees Valley Combined Authority (TVCA) is in place.</li> <li>• Lack of transparency of meetings agendas minutes and reports of STDC.</li> <li>• TVCA's Cabinet authorised in March 2019 the making of the Order, but there is no way of checking that the draft and map, which has been approved, is identical to the one to be confirmed by the Secretary of State.</li> <li>• TVCA expressly authorises a Chief Executive Officer of STDC to make the Order – but such an officer does not currently exist.</li> <li>• Evidence is sought that Mayor Houchen has been validly appointed and delegated the appropriate authority to sign the Order.</li> </ul>	STDC is satisfied that the Order was validly made and that there are no procedural flaws in the process leading up to the making of the Order.  TVCA consented to the submission of the Order to the Secretary of State for confirmation on 15 March 2019 (see CD/E/3 and CD/E/4). The extent of the land proposed to be acquired by STDC was approved at that meeting.  STDC has responded to the objector's comments regarding lack of transparency regarding meeting agendas, minutes and reports by separate correspondence. Copies of STDC's meetings agendas minutes and reports relating to the Order have been made available to the objector (CD/E/1-4).  Gowlings (STDC lawyer) letter to Mischon de Reya (objector's lawyer) dated 6 January 2020 covers the following. Orders for the compulsory acquisition of land must be made under seal, duly authenticated and dated: section 10(2) of the Acquisition of Land Act 1981 and regulation

		<p>3(a)(i) of the Compulsory Purchase of Land (Prescribed Forms) (Ministers) Regulations 2004 (see Form 1, Note (p)). Paragraph 11(1) of Schedule 21 to the Localism Act 2011 states:</p> <p><i>11(1) The application of an MDC's seal is to be authenticated by—</i></p> <p><i>(a) the person appointed to chair the MDC, or</i></p> <p><i>another member of the MDC, or some other person, authorised (generally or specially) for that purpose.</i></p> <p><i>A document purporting to be duly executed under the seal of an MDC or signed on its behalf—</i></p> <p><i>(a) is to be received in evidence, and</i></p> <p><i>(b) is to be treated as so executed or signed unless the contrary is shown.</i></p> <p>The resolution on 25 July 2018 authorised the Chief Executive to “take all necessary steps to make one or more CPOs”. This constituted authorisation for the purposes of paragraph 11(1)(b). At the time of making the Order on 10 April 2019, the post of Chief Executive was vacant. However, paragraph 11(1)(a) gave the power to authenticate the application of STDC's seal to the person appointed to chair STDC. The appointed chair of the Board at the material time was Ben Houchen. Mr Houchen was therefore authorised to authenticate the Order. Further, whilst the Board resolutions gave authority to the Chief Executive to take all actions in respect of the Order, there was nothing in those resolutions that stated that only the Chief Executive must authenticate the Order. To interpret the resolution in this way would be unduly restrictive and prevent the operation of STDC's business following departure of the relevant personnel. It would also run contrary to the statutory provisions for authentication.</p>
	<p>The objector considers there to be fundamental flaws in the basic rationale and in the supporting case and lack of justification for the use of compulsory purchase powers:</p> <ul style="list-style-type: none"> <li>• Lack of evidence to demonstrate the link between achieving the outcome and the acquisition of the land.</li> </ul>	<p>STDC is satisfied that there is a compelling case in the public interest for the Order and that the use of its compulsory purchase power is fully justified. Securing land assembly through the Order will remove an impediment to regeneration of the land and enable the Master Plan to be delivered. See the Proofs of Evidence of David Allison (STDC1), John</p>

	<ul style="list-style-type: none"> <li>• Unnecessary to compulsory purchase the land due to progress which has been made in respect to other parcels of land which are excluded from the Order due to planned development proposals, acquisition of part of the Tata Steel interests by way of a private treaty and that the existing proposal will be a spring board to generate further commercial interest in redevelopment.</li> <li>• No evidence that the regeneration period of 25 years will be accelerated or improved by the compulsory purchase powers.</li> <li>• The grant of the Order will not bring to an end the public expenditure costs of the site which Government has committed to pay until 2022. The threat of the Order has stymied potential development proposals. Instead of the Order, development should be market led.</li> <li>• The objector is engaged in discussions with various third parties in connection with various parts of the site for possible steelmaking and waste disposal. The threat of compulsory purchase is preventing early and meaningful discussion.</li> </ul>	<p>McNicholas (STDC2), Guy Gilfillan (STDC5), John Knowles (STDC6).</p> <p>The objector has provided no evidence that regeneration of the Order Land will be achieved in the absence of the Order. Rather there is evidence to the contrary given that the majority of the land has been disused since 2015 and there is market evidence that potential purchasers and developers are unwilling to commit to redevelopment of the land in the absence of comprehensive regeneration proposals.</p> <p>STDC does not believe that the Order has stymied development proposals. Rather it is STDC's view that the Order is likely to generate confidence in the market that the land will soon be available and deliverable for development.</p> <p>The objector states that it is engaged with various third parties in connection with various parts of the site and that the Order is preventing early and meaningful discussion. However, the objector has provided no evidence of this.</p> <p>STDC acknowledges that the confirmation of the Order will not immediately end public expenditure to keep the site safe but it will provide certainty that the expenditure will eventually end. Such expenditure cannot continue indefinitely with no reasonable prospect of an end date.</p>
	<p>The Order is premature, especially in respect to plots 1, 2, 3 and 157 and so these plots should be excluded from the Order and the Order modified to preserve access to the land.</p>	<p>The objector states that acquisition of these plots is premature. However, the plots have been in liquidation and unused since 2015. No proposals have come forward to bring forward meaningful use or regeneration of these plots since then and the Official Receiver has been unable to dispose of the plots. STDC does not therefore consider the acquisition of the plots to be premature. The objector has given no justification for why the plots should be excluded from the Order or what it proposes to do with the plots.</p>

		<p>The objector states that:</p> <ul style="list-style-type: none"> <li>• The Statement of Reasons sets out vague references to funding.</li> <li>• No agreements for funding are in place.</li> <li>• Timing of funding is unclear and unlikely to be available early in the process.</li> <li>• No demonstration that funding will be available within the statutory period.</li> <li>• No justification of "exceptional circumstances" to justify a 25-year delivery programme.</li> <li>• No funding to address potential blight notices.</li> <li>• TVCA's £60million land acquisition funding is undocumented.</li> <li>• Discrepancy in funding requirements, Statement of Reasons sets out £60million is to meet land acquisition costs of the Order and the Tees Valley Investment Plan 2019 sets out that £56.5million is allocated for "both land assembly and infrastructure provision".</li> </ul>	<p>STDC is satisfied that there are no financial impediments in securing regeneration of the Order Land and the further financial strain on the public purse and economic decline should the Order not be confirmed would be significant and the detrimental effects would be long-lasting.</p> <p>STDC confirms that there is a funding strategy in place with regeneration funding secured, and a deliverable prospect of an "Investment Fund" coming forward to deliver the regeneration and development of the STDC Area.</p> <p>STDC is content that the TVCA and Government funding commitments mean that there are adequate resources to enable the acquisition of the land pursuant to the Order and for the scheme underlying the Order to commence. The regeneration activity provides the necessary platform for future development. The economic viability of the scheme has been independently assessed as robust and the key assumptions in respect of market demand/potential have also be independently reviewed and confirmed as appropriate.</p> <p>See Proofs of Evidence of Gary Macdonald (STDC3), Dan Aylward-Mills (STDC 7) and John Knowles (STDC 6).</p>
		<p>The objector states that there are issues for the delivery of the scheme, including:</p> <ul style="list-style-type: none"> <li>• No suggestion of cost estimate for delivery of the unfunded infrastructure and remediation.</li> <li>• The Order excludes the Red Bulk Terminal, however, the adopted SPD and STDC's Master Plan emphasise that the Red Bulk Terminal is a "vital strategic asset" and the exclusion creates "significant uncertainty" to the realisation and viability of the scheme including the ability to implement any planning permissions.</li> </ul>	<p>In preparing the Master Plan and progressing proposals for bringing forward regeneration of the land, STDC has undertaken a significant amount of work, including commissioning technical studies, to identify and resolve any impediments to delivery of the scheme. Some of the preparatory work is already being progressed. Other infrastructure and remediation will come forward following completion of land assembly. Some will be dependent on specific proposals coming forward and/or the necessary consents and permissions being secured. As such, it is not possible at this time to fully cost all infrastructure and remediation. STDC is however satisfied that the requirement to demonstrate that there is a reasonable prospect of the regeneration coming forward within a reasonable timescale has been met. See the Proof of Evidence of John McNicholas (STDC2).</p> <p>The bulk terminal is an on-going and viable private commercial operation. There is no need for STDC to control or acquire it in order for</p>



			it to be available to serve and support regeneration of the Order Land as a whole. STDC and the owners of the bulk terminal have entered into a memorandum of understanding to cooperate and work together to attract new industrial investment and well-paid jobs to the area. See the Proof of Evidence of David Allison (STDC1).
		<p>The objector states that there is no likelihood of planning permission for regeneration of the Order Land being secured because:</p> <ul style="list-style-type: none"> <li>• The exclusion of the land at the Redcar Bulk Terminal which affords the river access from the Order is an "obvious reason why planning permissions would not be granted", as there is no prospect of the "North Zone" or "Northern Industrial Zone" of the Master Plan being delivered.</li> <li>• In respect to the Southern Industrial Zone, none of the existing shipping infrastructure is included within the scope of the Order and no indication of the rights being available to access the port in order to deliver the shipping access.</li> <li>• The Statement of Reasons does not make any reference to any additional orders for the wharf reconstruction and creation of a new quay in the south.</li> <li>• The order is silent on the risks of landfill gas migration and / or whether any necessary mitigation is achievable and affordable.</li> <li>• EIA and HRA-compliant appropriate assessments are due and so "impossible to pre-judge the outcome".</li> </ul>	<p>The MHCLG Guidance on compulsory purchase does not require planning permission to have been secured before a compulsory purchase order has been made. Rather it states that there should be no planning impediments to the delivery of the scheme underlying the order. STDC is content that there are no such planning impediments or, where there are, that such impediments are capable of being overcome. The points raised by the objector are addressed in Anthony Greally's Proof of Evidence (STDC4).</p>
		<p>The objector states that there are alternatives to the use of CPO powers. The site is within the ownership of five private parties and the vast majority are within the Official Receiver. STDC have not made a genuine offer for the substantial land holding and have "not attempted to negotiate for the purchase of parts of that land". This would provide for a clear opportunity for regeneration and avoid the need for compulsory purchase.</p>	<p>STDC strongly disagrees with the objector's comments. STDC has engaged with both the Official Receiver and the objector and offers have been made. See paragraphs 8.5 to 8.15 in my Proof of Evidence (STDC8/2)</p> <p>The majority of the Order Land has not been meaningfully used since 2015, which strongly supports STDC's view that it will not be regenerated any time soon without intervention by STDC through use of its CPO powers. Further, in order to maximise the opportunity of the land and realise the full benefits of the Master Plan, comprehensive rather than the piecemeal development proposed by the objector is vital.</p>
		The objector notes that a CPO should be a last resort and that STDC	STDC strongly disagrees with the objector's comments. There has been

		has not made any financial offer for the Order land based on compensation principles. Nor has any formal offer been made which is not contingent on the release of charges over other assets not associated with the Order Land. STDC has also refused to engage in any serious dialogue with the Thai Banks and the offer that is provided is a take it or leave it position regardless of whether its basis is flawed.	extensive dialogue with the objector and a number of offers have been made. See paragraphs 8.5 to 8.15 in my Proof of Evidence (STDC8/2).
		Plot 157 is the landfill site and the compensation value would reflect its remaining capacity. STDC has no plans for an alternative use for this site and the only assumed justification is to include this land within the Order for a cost saving of paying commercial rates.	The landfill site, known as High Tip, contains in excess of 3.7 million cubic metres of waste materials from past iron and steel making operations. In 2014, SSI UK prepared a restoration plan for the tip to meet the requirements of the Environment Agency. The remedial measures necessitated within that plan have yet to be implemented. STDC has costed the related works at close to £15million. It is only once these works are implemented that the area can be brought back into functional use as a landfill facility.
		There are errors in the Statement of Reasons, which refers to plots that do not exist within the Order.	STDC notes the objector's comment and has reviewed the Order documentation to address any errors.
3	Tisco Bank Public Company Limited, Krungthai Bank Public Company Limited, Siam Commercial Bank Public Company Limited	See entry 2 above.	See entry 2 above.
4	Sahaviriya Steel Industries Plc	See entry 2 above.	See entry 2 above.
5	Sembcorp Utilities (UK) Limited	The objector confirms that the land included within the Order consists of a section of pipeline corridor containing critical infrastructure relied upon by Sembcorp and other companies at the site. The pipeline corridor is around 12km from the site. There are two bridges crossing the pipeline corridor, which fall within the plots included within the	See paragraphs 8.16 and 8.17 in my Proof of Evidence (STDC8/2).  STDC has engaged extensively with the objector prior to and since making of the Order. It recognises the importance of the pipeline corridor and does not wish to undermine the integrity or operation of the same. At the same time, it is necessary to ensure that all necessary

		<p>Order.</p> <p>Plots 53, 55, 57, 59 and 60: The objector states that there is no need and STDC has failed to justify the acquisition of rights in these plots. The Order should, therefore, be modified to exclude these plots.</p> <p>Plots 52, 61 and 62: The objector states that there is no need to acquire the freehold interest in these plots as an existing easement already secures the necessary rights over these plots. Any additional rights can be secured by agreement. The Order should, therefore, be modified so that only rights are acquired.</p> <p>Plot 46 and 50: The objector states that there is no requirement to acquire the freehold interest in these plots as the necessary works can be achieved by granting rights within these plots. The Order should be modified so that only rights are acquired.</p> <p>Plots 49, 58 and 59: The objector states that STDC does not require rights over plot 59. If rights are authorised over plot 59 then the rights (and those over plots 49 and 58) should be modified to accommodate the objector's private siding railway link connecting Wilton International to Network Rail's Middlesbrough to Saltburn railway line (to the west). The objector also asks that the Order be modified to clarify that the rights are only in respect to the railway over Bridge 2 and exclude Sembcorp's private railway which runs under the bridges.</p> <p>The objector states that the continued and uninterrupted use of the pipeline corridor is more important than the purpose for which STDC requires rights. The acquisition of the freehold interest in these plots is an excessive use of STDC's powers of compulsory purchase.</p>	<p>land interests are secured in order to enable the regeneration of the STDC Area and, in particular, to deliver the necessary infrastructure to provide the necessary connections into the wider site.</p> <p>In preparing the Order, STDC has considered carefully the necessity of acquiring land or new rights in each plot of land. Land is only sought to be acquired where necessary and, where new rights are sufficient, the Order provides only for those new rights. STDC accordingly does not agree with the objector that there is no requirement to acquire the land or new rights in the stated plots.</p> <p>STDC acknowledges the existence of certain existing rights and the willingness of the objector to vary or grant new rights by agreement. STDC is in discussions with and hopes to conclude an agreement with the objector to secure the same and enable withdrawal of the objection as soon as possible. However, in the event that such an agreement cannot be reached, then STDC remains of the view that the land and new rights sought by the Order are necessary to enable regeneration of the Order Land, providing STDC with the flexibility needed to support the delivery of new infrastructure on the land to support development as it comes forward. Any acquisition of land or new rights pursuant to the Order will be secured in a way which is compatible with the objector's interests to ensure that the pipeline corridor is not compromised.</p>
		<p>The objector is concerned whether STDC has satisfied their Public Sector Equality Duty at each decision making stage.</p>	<p>See CD/E and CD/G/1.</p> <p>STDC confirms that, in progressing and making the Order, it has had regard to its Public Sector Equality Duty.</p>
		<p>The objector queries whether STDC has demonstrated a reasonable</p>	<p>See Proofs of Evidence of John McNicholas (STDC2) and Guy Gilfillan</p>

		prospect of delivering the Master Plan within a reasonable timeframe or whether the Order is premature.	(STDC5).  STDC does not consider the Order premature. STDC has long sought to acquire the necessary land interests by agreement, it being recognised that the fragmented ownership of the Order Land has long been a barrier to securing regeneration of the land. STDC has received significant interest in bringing forward development on the Order Land in accordance with the Master Plan and securing land assembly is key to unlocking that opportunity and realising the full benefits outlined in the Master Plan.
		The objector asks whether the funding currently held is sufficient to meet the compensation liability.	See Proof of Evidence of Gary Macdonald (STDC3).  STDC is satisfied that it has sufficient funding in place to meet the compensation liability.
		The objector finally asks whether the path to planning is as unimpeded as suggested in the Statement of Reasons.	See Proof of Evidence of Anthony Greally (STDC4).  The regeneration proposals as outlined in the Master Plan are in accordance with the planning policy framework and are supported by the local planning authority. STDC is satisfied that there are no obvious reasons why planning permissions should be withheld.
6	Tarmac Trading Limited and East Coast Slag Products Limited	<p>The objector states that the use of compulsory purchase powers is unnecessary. There is no compelling case to acquire land as this land can continue to be used for industrial purposes without the need for compulsory purchase. STDC has failed to minimise the acquisition of land and has gone beyond what is necessary or essential.</p> <p>The Statement of Reasons does not consider that the acquisition of the objector's land will result in the loss of employment in the business.</p> <p>STDC has failed to consider the costs of relocation of the objector's business, which could be in excess of £5m.</p>	<p>See paragraphs 8.18 and 8.19 in my Proof of Evidence (STDC8/2).</p> <p>STDC does not agree that the use of compulsory purchase powers is unnecessary. The fragmented ownership of the land has long been a barrier to regeneration coming forward. Efforts to acquire the necessary land interests by negotiation have been largely unsuccessful. Securing delivery of the Master Plan will unlock significant opportunities and benefits for the area, which outweigh the harm that may be caused to persons affected by the Order. STDC is accordingly satisfied that there is a compelling case in the public interest for the Order.</p> <p>One of the benefits secured by delivery of the Master Plan is the creation of up to 20,000 jobs. Whilst the loss of employment in the objector's business would be regrettable, the significant job creation</p>

		<p>Any relocation will increase journey times of importing and exporting.</p> <p>The objector's land is used for a viable business of mineral processing and does not have the problems and difficulties identified in the Statement of Reasons.</p> <p>The regeneration of the area can be achieved without the compulsory acquisition of the objector's land.</p> <p>STDC has failed to consider whether the regeneration could be achieved without necessarily being dependent on grants or expenditure from the public purse and has failed to provide a compelling case.</p> <p>STDC has failed to substantively engage for the acquisition of the objector's interests.</p>	<p>outweighs the jobs generated by the operator's business. STDC is, however, keen to avoid the loss of those jobs where possible and has proposed a number of relocation sites to the objector. STDC will work with the objector to securing relocation of its business if at all possible.</p> <p>STDC is satisfied that regeneration of the Order Land is unlikely to be achieved without STDC's intervention through use of compulsory purchase and public sector investment. Regeneration of the site is not being achieved despite the land being under-utilised for a number of years. Even were regeneration to come forward, it is likely to be piecemeal development that would not deliver the benefits capable of being secured on the land.</p> <p>STDC has carried out an assessment of the potential compensation that may be payable for all interests included in the Order, including to the objector in the event of extinguishment or relocation of its business. That assessment was considered in making the Order.</p> <p>STDC has and will continue to engage with all landowners, including the objector with a view to acquiring their interests by agreement.</p>
7	British Steel Limited	<p>The acquisition of the plots around the objector's site (Lackenby) (in particular, plots 63, 64 and 51) could have a serious adverse impact on the continued operation of the objector's site.</p> <p>The objector notes that some of the ownership boundaries on the Order maps do not match the Land Registry title plans. In addition, it is not clear to the objector whether the land between the hot metal track and the A66 is included in the Order or whether a triangle of land at the southern tip of the objector's site is included in the Order.</p> <p>The objector seeks that the Order not be confirmed until the concerns and grounds of objection are satisfactorily addressed.</p>	<p>See paragraphs 8.20 and 8.21 in my Proof of Evidence (STDC8/2).</p> <p>In May 2019, following the making of their objection, the objector went into liquidation. STDC has endeavoured to contact the objector in order to address the concerns set out in its letter of objection but has not been able to secure a dialogue with them.</p> <p>As noted by the objector, the vast majority of the objector's site is not included in the Order. However, the following parcels in which the objector has an interest are affected:</p> <ul style="list-style-type: none"> <li>• A small portion of the objector's freehold site is proposed to be acquired (within plot 63 as shown on the Order map);</li> <li>• Land which the objector occupies is proposed to be acquired (plot</li> </ul>

			<p>64 as shown on the Order map);</p> <ul style="list-style-type: none"> <li>Land over which the objector has a right of access is proposed to be acquired (plot 51 as shown on the Order map); and</li> <li>Other plots in which the objector claims to have apparatus.</li> </ul> <p>The Order Land includes all land required to secure the regeneration of the STDC Area and, as such, it may not match the Land Registry title plans. STDC requires clarification as to the exact location of the two parcels queried by the objector (the land between the hot metal track/A66 and the triangle of land at the southern tip of the objector's site) before it is able to confirm whether the land is included in the Order.</p> <p>STDC does not believe that the acquisition of the Order Land will have a serious adverse impact on the continued operation of the objector's site and is keen to enter into dialogue with the objector to ascertain and resolve their concerns. STDC supports proposals to secure the future operation of the objector's site.</p>
8	Total Bolt Solutions Limited/Seamer UK	<p>At the time of making of the Order, the objector owned and occupied a factory unit on the land. It had a two phase expansion plan to provide additional accommodation on the site.</p> <p>The objector states that STDC have failed to identify the optimum access route to the Order Land and indicates that the acquisition of plot 113 will significantly restrict the future development of the site. The objector further stated that the access road to be built over plot 113 could be realigned to avoid impact on the existing business and land, for example over plot 114 which is not in the ownership of the objector, is vacant and for which there are no plans for business expansion.</p> <p>The objector considers that the inclusion of plot 113 within the Order offends the provisions of section 206 of the Localism Act 2011.</p>	<p>See paragraphs 8.22 and 8.23 in my Proof of Evidence (STDC8/2).</p> <p>Following making of the objection, plot 113 was sold to Seamer UK/Metador.</p> <p>STDC has, in making the Order, had regard to and been mindful of the provisions of the Localism Act 2011 and is satisfied that the exercise of its powers and, in particular, the acquisition of plot 113 are fully in accordance with the same.</p> <p>STDC does not consider that the acquisition of plot 113 will have a detrimental impact on the objector's expansion proposals. However, notwithstanding this, STDC entered into dialogue with the new owner following which the road scheme has been agreed to be realigned to negate the need to acquire plot 113. This has been confirmed to the objector.</p>

9	INEOS UK SNS Limited	<p>The objector does not have an in principle objection the Order, however, it is critical that the detail of STDC's proposals do not put at risk the safe and efficient operation of the objector's assets. The objector wishes to enter into a compromise agreement with STDC having regard to:</p> <ul style="list-style-type: none"> <li>• The objector's overarching concern is the impact the Order will have on the objector's ability to operate and access its asset, which it states is a nationally significant asset that is integral to the UK's current and future energy security strategy.</li> <li>• The extent the Order will take some or all of the objector's interests.</li> <li>• The extent of the creation of new rights such as machine excavations and crane oversailing.</li> <li>• Third party land that the objector has rights of access over are to be subject to compulsory acquisition and/or the grant of new rights.</li> <li>• Modifications to the Order to exclude the objector's rights and interests.</li> <li>• Agreement as to asset protection and safe crossing arrangements. No lift and shift of the pipeline.</li> <li>• Agreement as to the extent of land-take and creation of rights, how the land will be used and no exercise of the Order to the extent that it will compromise the objector's control and operation of its business.</li> <li>• Agreement as to compensation and costs.</li> </ul>	<p>See paragraphs 8.24 to 8.26 in my Proof of Evidence (STDC8/2).</p> <p>STDC and the objector have been in dialogue for some time. STDC recognises the importance of the objector's operation and apparatus and does not wish to compromise the same. At the same time, STDC needs to secure the necessary land interests in order to facilitate regeneration of the Order Land.</p> <p>STDC has confirmed that it does not intend to acquire the objector's leasehold interests or certain existing rights. STDC has further confirmed that it is agreeable to entering into an agreement to give effect to this as well as to put in place certain asset protection measures. Discussions on the detail of the agreement are ongoing and it is hoped that an agreement can be secured before the Inquiry commences.</p>
10	Northern Powergrid	<p>The objector objects to the Order but wishes to enter into dialogue with STDC in order to resolve that objection. The objector also seeks an undertaking to meet all costs associated with any diversions of apparatus, plant and or equipment because of the Order.</p>	<p>See paragraphs 8.27 and 8.28 in my Proof of Evidence (STDC8/2).</p> <p>It is not STDC's intention to compromise the objector's apparatus, plant and equipment. Following dialogue with the objector regarding their concerns, an agreement has been agreed and is in the process of being completed to enable the objection to be withdrawn.</p>
11	Redcar Bulk Terminal Limited	<p>The acquisition of the plots around the objector's site (in particular, plot 1) could have a serious adverse impact on the continued operation of the bulk terminal.</p> <p>In addition, the objector has rights over plots 5 - 7, 23, 27, 63, 64, 71, 75, 79, 80, 83, 95, 96, 100, 101, 104, 105, 108, 115, 117, 118, 120,</p>	<p>See paragraphs 8.29 and 8.30 in my Proof of Evidence (STDC8/2).</p> <p>Since its formation and throughout the Order process, STDC has engaged with the objector, recognising the importance of the continued availability of the bulk terminal facility to securing regeneration of the STDC Area (as evidenced in the Proof of Evidence of John McNicholas</p>

		123 - 127, 130, 131 and 133, which again are required for the continued operation of the bulk terminal.	<p>(STDC2) and others). As such, it is not STDC's intention to impede or have an adverse impact on the continued operation of the bulk terminal. Rather, STDC considers that regeneration of the Order Land will secure significant environmental benefits and commercial opportunities for the objector's business.</p> <p>Discussions between STDC and the objector have been progressed and STDC anticipates that an agreement will be reached to resolve the objector's concerns. STDC confirms that protections are capable of being put in place, which will enable the regeneration of the Order Land to proceed whilst enabling the objector's operation to continue.</p>
12	Sirius Minerals Plc and subsidiaries York Potash Limited and York Potash Processing and Ports Ltd	<p>Part of the Order Land is needed for the construction and operation of the York Potash project.</p> <p>The objector already has a DCO to acquire land to deliver its project including for an overhead conveyor to transport processed polyhalite from its site to its export facilities. The route for this overhead conveyor is within the limits of the Order Land. The project will also need associated rights including access rights. The affected plots are 1, 41-43, 46-50, 52-60 and 62.</p> <p>The objector wishes to safeguard its ability to deliver its project and that such delivery will not be detrimentally affected by the Order by entering into:</p> <ul style="list-style-type: none"> <li>• A memorandum of understanding to reflect the commitment of the objector and STDC to support the delivery of the project; and</li> <li>• A legal agreement pursuant to which STDC will only implement the Order in a way that does not prejudice the project and to ensure that it is consistent with the compulsory powers conferred by the DCO.</li> </ul>	<p>See paragraphs 8.31 to 8.36 in my Proof of Evidence (STDC8/2).</p> <p>STDC supports the objector's project and confirms that the York Potash Project will have a key role to play in enabling STDC to realise the vision and objectives set down in its Master Plan. STDC has been in discussions with Sirius for some time and STDC understands the need to protect the objector's interests in the land required to deliver the project. Terms to govern the implementation of the Order to ensure that the proposals of STDC and the project can come forward together are being finalised. STDC confirms its commitment not to implement the Order in a way that is detrimental to the delivery of the project.</p>
13	Civil and Marine Limited and Hanson Limited both of the Heidelberg Cement Group	<p>The objector states that some of their interests in the Order Land are incorrectly identified in the schedule to the Order.</p> <p>The objector seeks a legal agreement from STDC pursuant to which STDC will:</p> <ul style="list-style-type: none"> <li>• Not seek any modification to the Order to re-include the objector's</li> </ul>	<p>See paragraphs 8.37 and 8.38 in my Proof of Evidence (STDC8/2).</p> <p>STDC notes that the objector's leasehold interest is excluded from the Order but notes that the objector has the benefit of certain rights over</p>



		<p>interests, and if it is included, not to implement their compulsory acquisition powers in respect to that interest; and</p> <ul style="list-style-type: none"> <li>• Continue to provide the objector with "equally commodious access to and from the public highway at all times";</li> <li>• Provide equally commodious access from its storage facility at the Redcar Bulk Terminal and other necessary parts of the port to its site during the construction and operation of the Master Plan;</li> <li>• Not interrupt and continue to provide the necessary services and media to its sites at all times; and</li> <li>• Payment of their professional consultants' fees in negotiating and securing the above.</li> </ul> <p>The objector further welcomes discussion with STDC as to potential rail infrastructure across the wider site and close to the objector's own sites to enable a sustainable haulage option for their product and complimentary uses and operations on neighbouring and nearby land for future opportunities and for their continued occupation on the site.</p>	<p>parts of the Order Land.</p> <p>In preparing the Order, STDC made diligent inquiry in order to identify all persons with an interest in the Order Land. This included serving requisition notices on landowners, including the objector, asking them to identify their interests so that these could be included in the schedule to the Order. Following receipt of their objection, STDC has entered into dialogue with the objector about the nature of their interests in the Order Land.</p> <p>STDC and the objector are in the process of concluding an agreement to address the objector's concerns. The agreement will include provisions for the protection of the objector's business, including safeguarding rights of access whilst providing flexibility for relocation of the access and providing for rights for the objector to connect into service media. In addition, STDC will agree not to acquire the objector's leasehold interest pursuant to the Order or a modified Order.</p>
14	Teesside Windfarm Limited and group holding company EDF Energy Renewables Limited	<p>The objector owns and operates Teesside Offshore Wind Farm comprising 27 turbines with a generation capacity in excess of 50 MW.</p> <p>The objector confirms that the Order includes land that forms part of the wind farm's grid connection cable corridor, which is vested in the objector. They further seek clarification as to which interests are affected by the Order by way of a reference to the plots.</p> <p>The objector seeks removal of their interests from the Order or commencement of discussions to address their concerns.</p> <p>The objector objects to the Order on the following grounds:</p> <ul style="list-style-type: none"> <li>• There is a serious detriment to the carrying on of their undertaking.</li> <li>• Dangerous to interfere with the export cable and could prevent electricity being exported.</li> <li>• STDC has not sought to liaise or negotiate with the objector as to their interest or suggest proposals to mitigate/avoid any adverse impacts.</li> <li>• STDC has not considered the existing community benefits</li> </ul>	<p>See paragraphs 8.39 and 8.40 in my Proof of Evidence (STDC8/2).</p> <p>STDC recognises the importance of the grid connection cable corridor and does not wish to compromise the same. At the same time, STDC needs to secure flexibility to divert the cable should it be necessary to do so to facilitate regeneration of the Order Land. It is not therefore possible to remove the objector's interests from the Order but discussions are ongoing with a view to addressing any concerns.</p> <p>In response to the grounds of objection, STDC confirms as follows:</p> <ul style="list-style-type: none"> <li>• STDC recognises the importance of the export cable and proposes to mitigate the impact of the Order on the objector's undertaking so far as possible in order to avoid any serious detriment.</li> <li>• STDC has endeavoured and will continue to liaise with and negotiate with the objector regarding protection of their undertaking and appropriate mitigation measures.</li> </ul>

			<p>associated with the windfarm.</p> <ul style="list-style-type: none"><li>• No indication of an alternative area of land suitable for the development has been given.</li><li>• Not aware that STDC has submitted any documentation for consultation in advance of seeking to obtain planning permission. The Master Plan is indicative so it is not clear as to the extent of the objector's rights that are to be acquired.</li><li>• Conflict between the MHCLG Guidance on the Compulsory Purchase process and the Crichel Down Rules in that a planning permission has not been granted and no certainty that it is forthcoming.</li><li>• Unclear whether the proposed changes to the designated sites of special scientific interest and the sites of special protection area will affect the proposals and scheme and the extent of land required by STDC.</li><li>• Issues on the (lack of) funding for land acquisition and scheme implementation and so the requirements of the MHCLG Guidance have not been met.</li><li>• Due to the issues on funding, the programme is overly optimistic and it is not clear that the scheme is deliverable within a reasonable timescale.</li></ul>	<ul style="list-style-type: none"><li>• STDC notes and supports the potential community benefits associated with the windfarm.</li><li>• In preparing the Order, STDC has considered closely the extent of the land required to secure regeneration of the STDC Area. It has been identified that regeneration of the Order Land (and not alternative land) is necessary given the present status and nature of the Order Land.</li><li>• Save for initial enabling works, no planning applications have yet been submitted for regeneration of the Order Land. The Master Plan (and associated supplementary planning document) in accordance with which any planning applications will come forward have been consulted upon extensively.</li><li>• The MHCLG Guidance on compulsory purchase does not require planning permission to have been secured before a compulsory purchase order has been made. Rather it states that there should be no planning impediments to the delivery of the scheme underlying the order. STDC is content that there are no such planning impediments or, where there are, that such impediments are capable of being overcome. See Anthony Greally's Proof of Evidence (STDC4).</li><li>• STDC is satisfied that the appropriate funding for land acquisition and implementation of regeneration of the Order Land is available and that there are no funding impediments to the same. See Gary MacDonald's Proof of Evidence (STDC3).</li><li>• STDC is satisfied that regeneration of the Order Land is deliverable within a reasonable timescale having regard to the extent and nature of the Order Land. See Proofs of Evidence of John McNicholas (STDC2), Guy Gilfillan (STDC5) and John Knowles (STDC6).</li></ul>
15	National Electricity	Grid	The objector submitted a holding objection to the Order pending full consideration of the impact of the Order on its assets. The objector	See paragraphs 8.41 and 8.42 in my Proof of Evidence (STDC8/2).

	Transmission PLC	confirmed that they will require appropriate protections to be provided in respect of retained apparatus to ensure that any works within close proximity of their apparatus comply with the relevant standards.	STDC recognises the importance of the objector's apparatus and does not intend to implement the Order or carry out any works that would undermine the same. STDC has been in dialogue with the objector and an asset protection agreement is presently in the process of being concluded to enable the objection to be withdrawn.
16	Highfield Environmental Limited	<p>The objector states that part of their site is included within the Order and seeks clarification as to whether any part of their site (including physical boundaries) will be within the Order. They were previously informed that STDC did not intend to acquire their interest.</p> <p>The south-western boundary of the objector's site is currently being investigated as they consider that the Land Registry title plans are inaccurate – they show the land to be wider than what it is physically. The objector seeks clarification as to whether STDC has "conducted a physical inspection" of the site and also whether the Order plans are not solely based on Land Registry title plans.</p> <p>The objector benefits from private access rights and other benefits over land within the Order and seeks confirmation that these rights will not be extinguished or interfered with by the Order. The objector requests clarification as to whether STDC intends to create an alternative access route for occupiers within the site and if so whether the objector will be granted access rights.</p> <p>SSI UK Limited is the freehold proprietor of land registered at the Land Registry under Title Number CE210446, to the west of the objector's land. The objector states that SSI has disposed of environmental waste beyond its site boundary and onto the objector's land. The objector seeks clarification from STDC about how, should STDC acquire the SSI land, they propose to deal with the environmental waste, which is interfering within the objector's land.</p> <p>The requisition notice dated 10 May 2018 served on the objector was not valid and no revised notice was served. The objector was not able to set out the full extent of its rights to STDC.</p>	<p>See paragraphs 8.43 and 8.44 in my Proof of Evidence (STDC8/2).</p> <p>STDC confirms that the objector's freehold land interest will not be acquired pursuant to the Order. STDC is aware that the objector has the benefit of certain rights over parts of the Order Land and will endeavour to keep any interference with those rights to a minimum. To the extent that it is necessary to acquire, interfere with or override those rights, STDC intends to provide replacement rights. STDC has engaged with the objector and is keen to agree terms acceptable to both parties in order to mitigate the impact of the scheme on the objector, whilst still enabling the scheme to proceed.</p> <p>STDC has undertaken a number of physical inspections of the site and is aware of the boundary issue. STDC confirms that it does not wish to acquire the objector's freehold land.</p> <p>STDC acknowledges that there are errors in the requisition notice dated 10 May 2018. A revised notice was not issued because STDC resolved to remove the objector's land from the Order and was able to obtain the necessary information by other means.</p>

17	Mrs and Mrs Hall	<p>The acquisition of the Order Land will significantly impact the use of the cabin and the objector's lifestyle. The area is of great natural beauty and the objector deplores its destruction. The redevelopment of the area will inevitably change the character of the remote area, the wildlife and have an effect on a way of life, which is not without merit.</p>	<p>See paragraphs 8.45 and 8.46 in my Proof of Evidence (STDC8/2).</p> <p>The objector has an interest in a fisherman's cabin located on South Gare Road. The cabin is excluded from the Order.</p> <p>STDC notes the concerns raised by the objector and has tried but failed to engage with them to address the same.</p> <p>STDC does not consider that the acquisition of the Order Land will significantly impact on the objector's use of the cabin. Access to the cabin will be maintained at all times and, whilst there may be some disruption and impacts during the carrying out of the regeneration scheme, the impacts of the same will be mitigated where appropriate.</p> <p>Whilst the Order Land is largely underutilised, it is not considered remote and any regeneration brought forward will not be inconsistent with the previous and existing uses of the Order Land.</p> <p>STDC considers that overall the regeneration of the Order Land will have a positive impact on the local area and, in particular, on the fisherman's cabins because it will enable improvements to be made to the area surrounding the cabins at South Gare and South Gare and Coatham Sands SSSI. Access to the fisherman's cabins will be improved also through works to Breakwater South Gare access road. More information about this can be found in the South Tees Regeneration Master Plan (CD/F/2).</p>
18	Inter Terminals Seal Sands Limited	<p>The objector is concerned that the acquisition of rights and land may have a detrimental effect on the safety of future works in connection with the bridges. They consider that Sembcorp should retain control over the freehold to ensure that the safety is maintained and that the relevant rights required by STDC can be achieved via agreement with Sembcorp.</p> <p>The objector has indicated that it will withdraw its objection in the event that the Sembcorp objection is withdrawn.</p>	<p>See paragraphs 8.47 and 8.48 in my Proof of Evidence (STDC8/2).</p> <p>See STDC's response to the Sembcorp objection at point 5.</p>

19	Hancock British Holdings Limited	<p>The objector is interested in the York Potash Project and objects to the Order on the same basis as Sirius Minerals Plc and subsidiaries York Potash Limited and York Potash Processing and Ports Ltd ("Sirius"). The objector seeks that its interests be acknowledged in the agreement to be entered into by STDC and Sirius and has confirmed that it will withdraw its objection when Sirius withdraws its objection.</p>	<p>See paragraphs 8.49 and 8.50 in my Proof of Evidence (STDC8/2) and Sirius commentary entry 12.</p>
20	BOC Limited	<p>The objector objects to the acquisition of its rights, interests and property and the construction of works to and in the vicinity of its pipelines and apparatus, and the diversion of its pipelines and apparatus without appropriate protections in place.</p> <p>The protections required by the objector include new diverted pipelines and apparatus to be operational before any part of the existing pipeline is decommissioned, and no works to take place on, near or in the vicinity of the objector's operational apparatus.</p> <p>The objector is willing to discuss the relocation route but notes that STDC has not offered any negotiation.</p> <p>The objector has statutory obligations to ensure that the apparatus is safe and can be accessed for routine inspection and maintenance in the event of an emergency. The Order sought could result in the objector being in breach of its statutory obligations.</p> <p>The objector seeks the ability to impose reasonable requirements for the carrying out of the relocation works to ensure their apparatus is protected at all times and that they are not obstructed from accessing the apparatus.</p> <p>The objector requires either the Order to exclude their interests or want to enter into an agreement with STDC which sets out protective provisions in relation to the existing pipelines and apparatus including:</p> <ul style="list-style-type: none"> <li>Any relocation works to be carried out safely and to ensure that there is no interruption to the ongoing operations and supply of gas to customers;</li> <li>Suitable advance notice to be given to the objector of works that</li> </ul>	<p>See paragraphs 8.51 and 8.52 in my Proof of Evidence (STDC8/2).</p> <p>STDC recognises the importance of the objector's operations and proposes to mitigate the impact of the Order on the objector's undertaking so far as possible in order to avoid any serious detriment, including by wherever possible avoiding the need to divert the objector's apparatus.</p> <p>STDC is willing to discuss the relocation of apparatus should it become necessary but, at the present time, no such relocations have been identified.</p> <p>Notwithstanding this, STDC has entered into discussions with the objector with a view to concluding an agreement to address their concerns and put in place suitable protections for the objector's apparatus whilst retaining the flexibility and interests necessary to enable regeneration of the Order Land. It is hoped that an agreement can be concluded before the Inquiry into the Order commences.</p>

		<p>would or may affect its apparatus;</p> <ul style="list-style-type: none"> <li>• Sufficient rights to use and maintain such apparatus that will either remain in place or that could be diverted;</li> <li>• An indemnity from STDC.</li> </ul>	
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