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Secretary of State for Housing,
Communities and Local Government,
Planning Casework Unit,
5 St Philips Place,
Colmore Row,
Birmingham B3 2PW

By guaranteed overnight delivery

Dear Sir

The South Tees Development Corporation (Land at the Former Redcar Steel Works, Redcar) Compulsory Purchase Order 2019 ("the CPO")

Objection on behalf of INEOS UK SNS Limited as Operator of the Breagh Joint Venture and associated companies ("INEOS")

We act on behalf of INEOS. INEOS **OBJECTS** to the CPO.

Interests in the CPO Schedule

INEOS has a significant number of interests recorded in the CPO schedule. We attach a schedule to this letter setting out how the CPO schedule records those interests. This itself illustrates the magnitude of effect that the CPO will have on the INEOS interests.

Overview of the INEOS asset

The INEOS group of companies (of which INEOS UK SNS Limited is part) is a global manufacturer of petrochemicals, speciality chemicals and oil products, employing 19,000 people across 24 countries. INEOS UK SNS Limited is a company concerned with the extraction of natural gas, as part of the wider INEOS Oil and Gas UK business.

Due east of Teesside and approximately 100 km offshore in the southern North Sea is the Breagh natural gas field, which is jointly owned by INEOS and ONE-Dyas UK Limited (the "**Breagh Joint Venture**"). On behalf of the Breagh Joint Venture, INEOS operates the Breagh Alpha Platform and the connecting pipeline apparatus to bring gas onshore to Teesside for processing at the Teesside Gas Processing Plant and then onward for sale. The expectation is that extraction of natural gas from this platform will continue for at least another 15 years and currently operates at a rate of some 70 million standard cubic feet per day (mmscf/d).

It is the onshore element of this pipeline apparatus that is the subject of the CPO. It is critical to consider the onshore pipeline that will be significantly affected by the CPO, as part of the wider context described above. This is a nationally significant asset that is integral to the UK's current and future energy security strategy.

The onshore pipeline network is a Major Accident Hazard Pipeline ("**MAHP**") and so as part of the land use planning system a consultation distance is set either side of the pipeline based on information provided in the pipeline notification. The Health and Safety Executive ("**HSE**") is notified

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by the local planning authority of any proposed development which is likely to lead to an increased population around the MAHP. The HSE representation as part of that notification process is a very significant material planning consideration.

INEOS as the pipeline owner (Teesside Gas & Liquids Processing act as operator and Duty Holder of the onshore section of the Breagh pipeline (via Px Limited) on behalf of the Breagh Joint Venture) has a duty to operate and maintain the pipeline and provide the necessary information to the HSE who will in turn notify the local planning authority to enable them to produce the Offsite Pipeline Plan as part of the MAHP regime.

The STDC Scheme

INEOS believes that a vibrant and regenerated Redcar (and Teesside more widely) is an important and laudable aim. INEOS does not have an "in principle" objection to STDC's aim to deliver on this regeneration. However, for the reasons outlined in this objection, it is critical that the detail of these proposals does not put at risk the safe and efficient operation of the INEOS assets.

Objection to the CPO

The INEOS interests (see the schedule to this letter) are affected by the CPO in a number of ways:

- 1 Land in which assets and/or rights are held by INEOS is to be compulsorily acquired – *the CPO will provide STDC with the ability to take all or some of the interests;*
- 2 Land in which assets and/or rights are held by INEOS is to be the subject of the creation of new rights – *the CPO will provide STDC with rights associated with the development of land, including access with heavy vehicles, excavation for investigative work (and which could include machine excavation, not just hand-dug pits) and crane oversailing;*
- 3 Land in which assets and/or rights are held by INEOS is to be compulsorily acquired and the subject of the creation of new rights – *see above comments;* and
- 4 Third party land in respect of which INEOS has rights of access is to be the subject of compulsory acquisition and/or rights as described above – *see above comments.*

Were the CPO to be confirmed as currently drafted, STDC would be able to take the land and rights that INEOS holds in relation to the asset and prevent INEOS operating and accessing its asset. There are very significant commercial, regulatory and health and safety implications for INEOS and the UK in the CPO as drafted.

To date, STDC has not attempted to negotiate with INEOS, notwithstanding the critical importance of this asset both in terms of the energy network but also STDC's own regeneration proposals. We note from the Statement of Reasons that STDC asserts there were no objections raised by affected landowners to the South Tees Regeneration Master Plan. This is immaterial for the purposes of this CPO. The acceptability of a broad master plan document for regenerative development on this scale is a world away from the acceptability of compulsorily acquiring land that would render it impossible for INEOS to secure, access and operate its onshore network.

INEOS urges STDC, as a matter of the utmost urgency, to negotiate terms (acceptable to INEOS) of a compromise agreement to:

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- 1 agree appropriate amendments to the compulsory purchase order to exclude the INEOS rights and interests;
- 2 confirm and agree the extent of land-take and creation of rights as will relate to INEOS's interests and assets and how that land will be used and prohibit the exercise of the CPO in a way that will compromise INEOS's control and operation of its assets (including rights associated with that control and operation). It is unacceptable for there to be any "lift and shift" of the pipeline;
- 3 agree asset protection and safe crossing arrangements, including (without limitation) access zones, no build zones, no activity zones so that there can be no risk to the operation of the pipeline (for example it is unacceptable for crane jibs and heavy vehicles to oversail/cross the pipeline); and
- 4 agree compensation arrangements and costs provisions.

INEOS reserves its position in relation to this objection in the event that a compromise agreement in a form acceptable to INEOS cannot be reached as soon as possible.

Your faithfully



Bryan Cave Leighton Paisner

sjg/68951804

Schedule to INEOS Objection Letter
EXTRACTS FROM THE CPO SCHEDULE – INEOS INTERESTS

Plot No	Nature of INEOS Interest	Rights to be created by CPO
5	<p>Qualifying person under section 12(2A)(b) Acquisition of Land Act 1981</p> <p>Description of land for which qualifying person is likely to make a claim:</p> <p>access rights appurtenant to Beach Valve Station and Pipeline at Breakwater South Gare access Road</p>	Land to be acquired
6	<p>Lessee or reputed lessee (in respect of part subsoil and pipelines)</p> <p>Occupier (in respect of part subsoil and pipelines)</p> <p>.....</p> <p>Qualifying person under Section 12(2A)(b) Acquisition of Land Act 1981</p> <p>Description of land for which qualifying person is likely to make a claim:</p> <p>access rights appurtenant to Beach Valve Station and Pipeline at Breakwater South Gare access Road</p>	Land to be acquired
7	<p>Qualifying person under Section 12(2A)(b) Acquisition of Land Act 1981</p> <p>Description of land for which qualifying person is likely to make a claim:</p> <p>access rights appurtenant to Beach Valve Station and Pipeline at Breakwater South Gare access Road</p>	Land to be acquired

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9	<p>Qualifying person under Section 12(2A)(b) Acquisition of Land Act 1981</p> <p>Description of land for which qualifying person is likely to make a claim:</p> <p>access rights appurtenant to Beach Valve Station and Pipeline at Breakwater South Gare access Road</p>	Land to be acquired
10	<p>Qualifying person under Section 12(2A)(b) Acquisition of Land Act 1981</p> <p>Description of land for which qualifying person is likely to make a claim:</p> <p>1. access rights appurtenant to Beach Valve Station and Pipeline at Breakwater South Gare access Road; and</p> <p>2. rights of access appurtenant to land and premises situated along Breakwater South Gare (access road) being Fisherman's Huts, Marine Club House, Lifeboat Station, Pilot House, British Sub Aqua Club and other land and properties along Breakwater South Gare.</p>	Land to be acquired
15	<p>Lessee or reputed lessee (in respect of part subsoil and pipelines)</p> <p>Occupier (in respect of part subsoil and pipelines)</p>	Land to be acquired
16	<p>Lessee or reputed lessee (in respect of part subsoil and pipelines)</p> <p>Occupier (in respect of part subsoil and pipelines)</p>	Land to be acquired
31	<p>Qualifying person under section 12(2A)(a) Acquisition of Land Act 1981</p>	<p>Land and new rights to be acquired</p> <p>New rights to be acquired in the land:</p>

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	<p>Description of interest to be acquired:</p> <p>in respect of a Deed of Easement dated 19 June 2012</p>	<p>The right for the acquiring authority and its lessees, licensees, successors in title, assigns and those authorised by any of these to:</p> <ol style="list-style-type: none"> 1. enter on the land at all times now or in the future on foot or with vehicles of whatever type and with or without materials, plant or machinery for all purposes in connection with: <ol style="list-style-type: none"> (a) the treatment of invasive plant species on the land; (b) any associated site investigations inspections and surveys on the land; (c) the regrading, resurfacing and landscaping of the land; (d) the carrying out of works on adjacent and nearby land; (e) constructing, installing, disconnecting, altering, diverting, reconnecting and renewing the service media and relaying water, sewage, gas, electricity, telecommunications and other services located or to be located on the land along with the right to the free passage and running of such services through the service media; (f) the carrying out of works to maintain, renew or upgrade the existing bridge and/or to replace the existing bridge with a new structure and to thereafter retain the new structure (g) the carrying out of works to maintain, renew, upgrade, replace or remove the existing private railway infrastructure located on the land <p>together the "Works";</p> 2. pass and repass over the land at all times now or in the future on foot or with vehicles of whatever type and with or without materials, plant or machinery for all purposes in connection with the carrying out of the Works and thereafter the inspection, survey, repair, renewal and maintenance of the Works; 3. swing the jib and counterbalance of a crane, loaded or unloaded through the airspace above the land for all purposes in connection with the carrying out of the Works and thereafter the inspection, survey, repair, renewal and maintenance of the Works; and
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		4. pass and repass over the land at all times now or in the future on foot or with vehicles of whatever type and with or without materials, plant or machinery for all purposes in connection with access to and egress from any part of the regeneration scheme.
32	Qualifying person under section 12(2A)(a) Acquisition of Land Act 1981 Description of interest to be acquired: in respect of a Deed of Easement dated 19 June 2012	Land to be acquired
33	Qualifying person under section 12(2A)(a) Acquisition of Land Act 1981 Description of interest to be acquired: in respect of a Deed of Easement dated 19 June 2012	Land and new rights to be acquired New rights to be acquired in the land: The right for the acquiring authority and its lessees, licensees, successors in title, assigns and those authorised by any of these to: 1. enter on the land at all times now or in the future on foot or with vehicles of whatever type and with or without materials, plant or machinery for all purposes in connection with: (a) the treatment of invasive plant species on the land; (b) any associated site investigations inspections and surveys on the land; (c) the regrading, resurfacing and landscaping of the land; (d) the carrying out of works on adjacent and nearby land; (e) constructing, installing, disconnecting, altering, diverting, reconnecting and renewing the service media and relaying water, sewage, gas, electricity, telecommunications and other services located or to be located on the land along with the right to the free passage and running of such services through the service media; (f) the carrying out of works to maintain, renew or upgrade the existing bridge and/or to replace the

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		<p>existing bridge with a new structure and to thereafter retain the new structure</p> <p>(g) the carrying out of works to maintain, renew, upgrade, replace or remove the existing private railway infrastructure located on the land</p> <p>together the "Works";</p> <p>2. pass and repass over the land at all times now or in the future on foot or with vehicles of whatever type and with or without materials, plant or machinery for all purposes in connection with the carrying out of the Works and thereafter the inspection, survey repair, renewal and maintenance of the Works;</p> <p>3. swing the jib and counterbalance of a crane, loaded or unloaded through the airspace above the land for all purposes in connection with the carrying out of the works and thereafter the inspection, survey, repair, renewal and maintenance of the Works; and</p> <p>4. pass and repass over the land at all times now or in the future on foot or with vehicles of whatever type and with or without materials, plant or machinery for all purposes in connection with access to and egress from any part of the regeneration scheme.</p>
35	<p>Lessee or reputed lessee (in respect of part subsoil and pipelines)</p> <p>Occupier (in respect of part subsoil and pipelines)</p>	Land to be acquired
39	<p>Lessee or reputed lessee (in respect of part subsoil and pipelines)</p> <p>Occupier (in respect of part subsoil and pipelines)</p>	Land to be acquired
48	<p>Lessee or reputed lessee</p> <p>Occupier</p>	<p>New rights to be acquired</p> <p>The right for the acquiring authority and its lessees, licensees, successors in title, assigns and those authorised by any of these to:</p> <p>1. enter on the land at all times now or in the future on foot or with vehicles of whatever type and with or without materials, plant or machinery for all purposes in connection with:</p>

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		<p>(a) the treatment of invasive plant species on the land;</p> <p>(b) any associated site investigations inspections and surveys on the land;</p> <p>(c) the regrading, resurfacing and landscaping of the land;</p> <p>(d) the carrying out of works on adjacent and nearby land;</p> <p>(e) constructing, installing, disconnecting, altering, diverting, reconnecting and renewing the service media and relaying water, sewage, gas, electricity, telecommunications and other services located or to be located on the land along with the right to the free passage and running of such services through the service media;</p> <p>the carrying out of works to maintain, renew or upgrade the existing bridge and/or to replace the existing bridge with a new structure and to thereafter retain the new structure</p> <p>together the "Works";</p> <p>2. pass and repass over the land at all times now or in the future on foot or with vehicles of whatever type and with or without materials, plant or machinery for all purposes in connection with the carrying out of the Works and thereafter the inspection, survey repair, renewal and maintenance of the Works; and</p> <p>3. swing the jib and counterbalance of a crane, loaded or unloaded through the airspace above the land for all purposes in connection with the carrying out of the works and thereafter the inspection, survey, repair, renewal and maintenance of the Works</p> <p>Over approximately 213 square metres of land, bridge, hot metal railway line above, pipelines and track situated to the south of Redcar Gate Weighbridge</p>
56	<p>Lessee or reputed lessee</p> <p>Occupier</p>	<p>New rights to be acquired</p> <p>The right for the acquiring authority and its lessees, licensees, successors in title, assigns and those authorised by any of these to:</p> <p>1. enter on the land at all times now or in the</p>

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		<p>future on foot or with vehicles of whatever type and with or without materials, plant or machinery for all purposes in connection with:</p> <p>(a) the treatment of invasive plant species on the land;</p> <p>(b) any associated site investigations inspections and surveys on the land;</p> <p>(c) the regrading, resurfacing and landscaping of the land;</p> <p>(d) the carrying out of works on adjacent and nearby land;</p> <p>(e) constructing, installing, disconnecting, altering, diverting, reconnecting and renewing the service media and relaying water, sewage, gas, electricity, telecommunications and other services located or to be located on the land along with the right to the free passage and running of such services through the service media;</p> <p>(f) the carrying out of works to maintain, renew or upgrade the existing bridge and/or to replace the existing bridge with a new structure and to thereafter retain the new structure</p> <p>together the "Works";</p> <p>2. pass and repass over the land at all times now or in the future on foot or with vehicles of whatever type and with or without materials, plant or machinery for all purposes in connection with the carrying out of the Works and thereafter the inspection, survey repair, renewal and maintenance of the Works;</p> <p>3. swing the jib and counterbalance of a crane, loaded or unloaded through the airspace above the land for all purposes in connection with the carrying out of the works and thereafter the inspection, survey, repair, renewal and maintenance of the Works; and</p> <p>4. pass and repass over the land at all times now or in the future on foot or with vehicles of whatever type and with or without materials, plant or machinery for all purposes in connection with access to and egress from any part of the regeneration scheme.</p> <p>Over approximately 200 square metres of land, access road, bridge, railway line above and</p>
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		pipeline situated south of the watercourse known as The Fleet
57	<p>Lessee or reputed lessee</p> <p>Occupier</p>	<p>New rights to be acquired</p> <p>The right for the acquiring authority and its lessees, licensees, successors in title, assigns and those authorised by any of these to:</p> <p>1. enter on the land at all times now or in the future on foot or with vehicles of whatever type and with or without materials, plant or machinery for all purposes in connection with:</p> <p>(a) the treatment of invasive plant species on the land;</p> <p>(b) any associated site investigations inspections and surveys on the land;</p> <p>(c) the regrading, resurfacing and landscaping of the land;</p> <p>(d) the carrying out of works on adjacent and nearby land;</p> <p>(e) constructing, installing, disconnecting, altering, diverting, reconnecting and renewing the service media and relaying water, sewage, gas, electricity, telecommunications and other services located or to be located on the land along with the right to the free passage and running of such services through the service media;</p> <p>(f) the carrying out of works to maintain, renew or upgrade the existing bridge and/or to replace the existing bridge with a new structure and to thereafter retain the new structure</p> <p>together the "Works";</p> <p>2. pass and repass over the land at all times now or in the future on foot or with vehicles of whatever type and with or without materials, plant or machinery for all purposes in connection with the carrying out of the Works and thereafter the inspection, survey repair, renewal and maintenance of the Works;</p> <p>3. swing the jib and counterbalance of a crane, loaded or unloaded through the airspace above the land for all purposes in connection with the carrying out of the works and thereafter the inspection, survey, repair, renewal and maintenance of the Works; and</p>

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		<p>4. pass and repass over the land at all times now or in the future on foot or with vehicles of whatever type and with or without materials, plant or machinery for all purposes in connection with access to and egress from any part of the regeneration scheme.</p> <p>Over approximately 20 square metres of land, access road and pipelines situated to the south of the Northumbrian Sewage Works, Tees Dock Road</p>
60	<p>Lessee or reputed lessee (in respect of lease of easement)</p>	<p>New rights to be acquired</p> <p>The right for the acquiring authority and its lessees, licensees, successors in title, assigns and those authorised by any of these to:</p> <p>1. enter on the land at all times now or in the future on foot or with vehicles of whatever type and with or without materials, plant or machinery for all purposes in connection with the carrying out of works on adjoining land; and</p> <p>2. swing the jib and counterbalance of a crane, loaded or unloaded through the airspace above the land for all purposes in connection with the carrying out of and thereafter the inspection, survey, repair, renewal and maintenance of works on adjoining land.</p> <p>Over all interests in approximately 5,375 square metres of land, access roads, pipelines and pipe gantry known as the Sembcorp Corridor, railway line, watercourses known as Dabholm Beck and the Fleet, thicket, bridge over, overline railway line (Darlington to Saltburn railway), situated to the south of the Northumbrian Sewage Works, Tees Dock Road</p>
142	<p>Qualifying person under section 12(2A)(b) Acquisition of Land Act 1981</p> <p>Description of land for which qualifying person is likely to make a claim:</p> <p>1. access rights appurtenant to land known as land at Bran Sands; and</p> <p>2. access rights appurtenant to pipeline at Bran Sands Corridor, Redcar</p>	<p>Land to be acquired</p>

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171	<p>Qualifying person under section 12(2A)(b) Acquisition of Land Act 1981</p> <p>Description of land for which qualifying person is likely to make a claim:</p> <p>access rights appurtenant to land on the east side of the River Tees, Bran Sands, Bran Sands Corridor, Tees Dock Road and Teesside Works</p>	Land to be acquired
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