

The Drax Power (Generating Stations) Order

Land at, and in the vicinity of, Drax Power Station, near Selby, North Yorkshire

Legal agreement pursuant to section 106 of the Town and Country
Planning Act 1990 between the Applicant, SDC and NYCC

(Submitted for Final Submissions)



The Planning Act 2008
The Infrastructure Planning (Applications: Prescribed Forms and Procedure)
Regulations 2009 – Regulation 5(2)(q)

Drax Power Limited

Drax Repower Project

Applicant: DRAX POWER LIMITED
Date: April 2019
Document Ref: 8.2.25
PINS Ref: EN010091

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DATED 4 APRIL 2019

(1) SELBY DISTRICT COUNCIL

(2) NORTH YORKSHIRE COUNTY COUNCIL

(3) DRAX POWER LIMITED

DEED OF DEVELOPMENT CONSENT OBLIGATIONS

pursuant to Section 106 of the Town and Country
Planning Act 1990 (as amended)
relating to the
Drax Repower Project in Selby, North Yorkshire



Pinsent Masons

THIS DEED is made on 4 APRIL 2019

BETWEEN:

- (1) SELBY DISTRICT COUNCIL of Civic Centre, Doncaster Road, Selby, North Yorkshire, YO8 9FT ("SDC");
- (2) NORTH YORKSHIRE COUNTY COUNCIL of County Hall, Northallerton, North Yorkshire DL7 8AD ("NYCC"); and
- (3) DRAX POWER LIMITED whose registered office is at Drax Power Station, Drax, Selby, North Yorkshire, YO8 8PH (company number 04883589) (the "Developer").

WHEREAS:

- (A) SDC is the local planning authority for the area in which the Site is situated and is the enforcing authority for the purposes of section 106 of the 1990 Act.
- (B) NYCC is the County Council for the area in which the Site is situated and is party to this Deed so that it can take the benefit of the obligations relating to apprenticeships, the Local Employment Scheme, heritage and the Local Liaison Committee contained in Schedule 1, Schedule 2, Schedule 3 and Schedule 4.
- (C) The Developer is the freehold owner of the Site registered at the Land Registry under title number NYK223464.
- (D) On 29 May 2018 the Developer submitted the Application to the Secretary of State for development consent to construct and operate the Project. The Application was accepted for examination by the Secretary of State on 26 June 2018.
- (E) It is intended that the Developer will be the undertaker for the purposes of the Development Consent Order and the Developer intends to construct and operate the Project as authorised by the Development Consent Order (excluding those parts of the Project that will be constructed and operated by NGET and NGG).
- (F) SDC and the Developer have agreed to enter into this Deed as a development consent obligation under the 1990 Act in order to secure the planning obligations contained in this Deed which are necessary to mitigate the impacts of the Project and to make the Project acceptable in planning terms.
- (G) NYCC and the Developer have agreed to enter into this Deed as a development consent obligation under the 1990 Act in order to secure the planning obligations contained in Schedule 1, Schedule 2, Schedule 3 and Schedule 4 of this Deed which are necessary to mitigate the impacts of the Project and to make the Project acceptable in planning terms.

1. DEFINITIONS AND INTERPRETATION

1.1 Where in this Deed the following defined terms and expressions are used they shall have the following respective meanings unless otherwise stated:

"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"2008 Act"	means the Planning Act 2008 (as amended);
"Application"	means the application for a development consent order under section 37 of the Planning Act 2008 in relation to the Project and submitted to the Secretary of State on 29 May 2018 and given reference number EN010091;

"Barlow, Long Drax and Newland Public Right Of Way Bridges"	means the public right of way bridges identified as project no. 7 on Plan 2;
"Barlow Public Right Of Way Countryside Access Network"	means the countryside access network identified as project no. 8 on Plan 2;
"Barmby Barrage Tidal Lock Access Area"	means the tidal lock access area identified as project no. 5 on Plan 2;
" Commence"	has the same meaning as in Article 2 of the Development Consent Order and the words "Commencement" and "Commenced" and cognate expressions are to be construed accordingly;
"Construction Period"	means the periods from: <ul style="list-style-type: none"> (a) Commencement of any numbered work comprising Stage 1 until the Date of Work No. 1A Full Commissioning (inclusive); and (b) in the event that Stage 2 is Commenced, Commencement of any numbered work comprising Stage 2 until the Date of Work No. 2A Full Commissioning (inclusive);
"Councils"	means SDC and NYCC;
"Date of Work No. 1A Full Commissioning"	has the same meaning as defined Article 2 of the Development Consent Order;
"Date of Work No. 2A Full Commissioning"	has the same meaning as defined Article 2 of the Development Consent Order;
"Deed"	means this deed made under section 106 of the 1990 Act and all other powers enabling;
"Development Consent Order"	means the development consent order to be made pursuant to the Application;
"EPC Contracts"	means the the main contracts for the design, engineering, procurement, construction, installation, completion, commissioning and testing of (i) the gas fired generating stations and associated infrastructure, (ii) the battery storage generating stations and associated infrastructure, (iii) the gas pipeline and associated infrastructure and (iv) the electrical connection and associated infrastructure, in each case for the Project;
"Environmental Statement"	has the same meaning as defined Article 2 of the Development Consent Order
"Expert"	means the expert appointed by any of the Parties pursuant to Clause 19;
"Interest Rate"	means 2% above the Bank of England base rate applicable at the date the relevant payment is due;
"Interpretation Panels"	means interpretation panels designed to enhance the appreciation of Drax Abbey which shall be in accordance with the principles set out in Chapter 8 (Historic

Environment) of the Environmental Statement;

"Landscape Mitigation Contribution (Stage 1)" means the sum of £168,750 (one hundred and sixty eight thousand seven hundred and fifty pounds);

"Landscape Mitigation Contribution (Stage 2)" means the sum of £220,000 (two hundred and twenty thousand pounds);

"Landscape Mitigation Contribution Purposes" means the use of the Landscape Mitigation Contribution for the following projects within 3 kilometres of the Project to support objectives identified in the Leeds City Green and Blue Infrastructure Strategy:

- works to the Ouse Bank Landscape Corridor of the Trans-Pennine Trail for the purpose of trail resurfacing and associated landscape improvements;
- works to the Barmby Barage Tidal Lock Access Area of the Trans-Pennine Trail for the purpose of trail resurface upgrading and associated landscape improvements;
- works to the Mill Lane Bridleway Public Right Of Way for the purpose of bridleway surface improvements including associated landscape improvements and signage;
- works to the Barlow, Long Drax and Newland Public Right Of Way Bridges for the purpose of bridge replacement and repairs including associated landscape works to the bridge surroundings and improvements to accessibility for users;
- works to the Barlow Public Right Of Way Countryside Access Network for the purpose of flood alleviation or prevention to improve access to the public right of way; and

any other works, located within 3 kilometres of the Project, aimed at offsetting the effects of the Project by achieving any or all of: (i) restoring existing landscape character weaknesses; (ii) achieving the landscape management objectives of the NYCC's North Yorkshire and York Landscape Characterisation Project (May 2011); (iii) contributing to green infrastructure; and (iv) contributing towards the Leeds City Green and Blue Infrastructure Strategy;

"Leeds City Green and Blue Infrastructure Strategy" means the Leeds City Region Green Infrastructure Strategy 2017 – 2036, prepared by the Leeds City Region Enterprise Partnership and dated 29 March 2018;

"Local Employment Scheme" means a scheme setting out the details and mechanisms for securing the use of local labour contractors, goods and services during the Construction Period and Operational Period of the Project including:

- (a) the measures that the Developer will take in

order to ensure that opportunities for local organisations to bid for contracts during the Construction Period are advertised locally;

- (b) the measures that the Developer will take in order to ensure that opportunities for local organisations to bid for contracts during the Operational Period of the Project (for example for maintenance, waste, cleaning or security services) are advertised locally;
- (c) a requirement for the Developer to notify the Councils when the procurement process for any construction contracts required during the Construction Period is due to begin in order to allow the Councils to advertise opportunities via any brokerage scheme that they may run;
- (d) a requirement for the Developer to notify the Councils when the procurement process for any operational contracts required during the Operational Period is due to begin in order to allow the Councils to advertise opportunities via any brokerage scheme that they may run;
- (e) the anticipated number of local supplier days that will be hosted by the Developer prior to and during the Construction Period;
- (f) promotion of the Local Employment Scheme and liaison with contractors engaged in the construction of the Project to ensure that they also apply the Local Employment Scheme so far as is practicable having due regard to the need and availability for specialist skills and trades and the programme for constructing the Project;
- (g) a procedure for monitoring of the Local Employment Scheme and reporting the results of such monitoring to the Councils including details of the origins, qualifications, numbers and other details of candidates; and
- (h) a timetable for the implementation of the Local Employment Scheme;

which scheme shall not apply to the EPC Contract and the LTSA Contract.

"Local Liaison Committee"

means a local liaison committee established by the Developer in order to liaise during the Operational Period with local residents and organisations about matters relating to the operation of the Project;

"LTSA Contract"

means the main contract for the provision of long term maintenance services consisting of parts, scheduled outage services and unscheduled outage services in respect of the Project;

"Mill Lane Bridleway Public Right Of Way"	means the public right of way identified as project no. 6 on Plan 2;
"NGET"	means National Grid Electricity Transmission plc (Company Registration Number 02366977) whose registered office is at 1 to 3 Strand, London, WE2N 5EH;
"NGG"	means National Grid Gas plc (Company Registration Number 02006000) whose registered office is at 1 to 3 Strand, London WC2N 5EH;
"Notice"	means the written notification given by any Party to the other Parties of their intention to refer to the Expert any dispute arising between the Parties in respect of any matter contained in this Deed, such notice to specify the matters set out in clause 19;
"Operational Period"	means the periods: <ul style="list-style-type: none"> (a) in respect of Stage 1, from the Date of Work No. 1A Full Commissioning to the decommissioning of Work No. 1A; and (b) in respect of Stage 2, from the Date of Work No. 2A Full Commissioning to the decommissioning of Work No. 2A;
"Ouse Bank Landscape Corridor"	means the landscape corridor identified as project no. 4 on Plan 2;
"Parties"	means SDC, NYCC and the Developer and "Party" means any one of them as the context so requires;
"Plan 1"	means the plan attached to this Deed marked "Plan 1" showing the Site;
"Plan 2"	means the plan attached to this Deed marked "Plan 2" showing the Trans-Pennine Trail and the location of Barlow, Long Drax and Newland Public Right Of Way Bridges; Barlow Public Right Of Way Countryside Access Network; Barmby Barrage Tidal Lock Access Area; Mill Lane Bridleway Public Right Of Way; and Ouse Bank Landscape Corridor;
"Project"	means the "authorised development" as defined in Article 2 and Schedule 1 of, and to be authorised by, the Development Consent Order part of which is to be located on the Site;
"Secretary of State"	means the Secretary of State for Business, Energy and Industrial Strategy or such other Secretary of State of Her Majesty's Government that has the responsibility for determining projects relating to energy development;
"Site"	means the land at Drax Power Station on which part of the Project is situated and shown edged in red on Plan 1;
"Stage 1"	has the same meaning as defined Article 2 of the Development Consent Order;

"Stage 2	has the same meaning as defined Article 2 of the Development Consent Order;
"Trans-Pennine Trail"	means the national coast to coast route for recreation and transport, part of which (being that part located within 3 kilometres of the Project) is shown in purple on Plan 2; and
"Working Day"	means any day apart from Saturday, Sunday and any statutory bank holiday on which clearing banks are open in England for the transaction of ordinary business.

1.2 In this Deed, unless stated otherwise:

- 1.2.1 words incorporating the singular include the plural and vice versa and words importing any gender include every gender;
- 1.2.2 words importing persons include firms, companies, corporations, and vice versa;
- 1.2.3 references to the Councils include the successors to their statutory function as local planning authorities;
- 1.2.4 references to the Developer include references to its successors in title and persons deriving title from it (except where the contrary is expressly provided) and permitted assigns;
- 1.2.5 references to clauses, paragraphs and Schedules are unless otherwise stated references to the relevant clauses and paragraphs of and Schedules to this Deed;
- 1.2.6 words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of the restriction;
- 1.2.7 references in this Deed to statutes, by-laws, regulations, orders and delegated legislation shall include any statute, by-law, regulation, order or delegated legislation amending, re-enacting or made pursuant to the same as current and in force from time to time;
- 1.2.8 if any provision of this Deed shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected, impaired or called into question;
- 1.2.9 the recitals and headings in this Deed are for ease of reference only and shall not affect its construction or otherwise have any binding legal effect;
- 1.2.10 in the event of any conflict between the provisions of this Deed and of any document annexed hereto or referred to herein, the provisions of this Deed shall prevail;
- 1.2.11 references to "notice" shall mean notice in writing;
- 1.2.12 references to "including" shall mean including without limitation; and
- 1.2.13 the Interpretation Act 1978 shall apply to this Deed.

2. LEGAL EFFECT

2.1 This Deed is made pursuant to:

- 2.1.1 section 106 of the 1990 Act; and

2.1.2 section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other powers so enabling.

2.2 The obligations, covenants and undertakings on the part of the Developer in this Deed are development consent obligations pursuant to and for the purposes of the power referred to in clause 2.1.1 and so as to bind the Site and, subject to clause 6, the said obligations, covenants and undertakings on the part of the Developer are entered into with the intent that they shall be enforceable by SDC not only against the Developer but also against any successors in title to or assigns of the Developer as if that person had been an original covenanting party and insofar as any such obligations, covenants and undertakings are not capable of falling within section 106 of the 1990 Act are entered into as obligations, covenants and undertakings in pursuance of the powers referred to in clause 2.1.2 with the intent that they shall be enforceable under contract.

2.3 It is hereby agreed that the Developer enters into this Deed with the effect of binding the Site.

3. CONDITIONALITY

3.1 Subject to clause 3.2, the Parties agree that:

3.1.1 clauses 1, 2, 3, 5, 6, 7, 8, 10, 11, 12, 14, 15, 16, 17, 18 and 19 shall have operative effect upon the date of this Deed; and

3.1.2 clauses 4 and 9 shall not have operative effect unless and until the Development Consent Order has come into force.

3.2 Where the Development Consent Order becomes the subject of any judicial review proceedings:

3.2.1 until such time as such proceedings including any appeal have been finally determined, the terms and provisions of this Deed will remain without operative effect unless the Project has been Commenced; and

3.2.2 if following the final determination of such proceedings the Development Consent Order is capable of being Commenced, then this Deed will take effect in accordance with its terms.

3.3 Wherever in this Deed reference is made to the final determination of judicial review proceedings (or cognate expressions are used), the following provisions will apply:

3.3.1 proceedings by way of judicial review are finally determined:

(a) when permission to bring a claim for judicial review has been refused and no further application may be made;

(b) when the court has given judgment in the matter and the time for making an appeal expires without an appeal having been made or permission to appeal is refused; or

(c) when any appeal is finally determined and no further appeal may be made.

4. DEVELOPMENT CONSENT OBLIGATIONS

4.1 DEVELOPER'S OBLIGATIONS

4.1.1 The Developer covenants with SDC to observe and perform the obligations undertakings covenants and agreements in Schedule 1, Schedule 2, Schedule 3, Schedule 4 and Schedule 5.

4.1.2 The Developer covenants with NYCC to observe and perform the obligations undertakings covenants and agreements in Schedule 1, Schedule 2, Schedule 3 and Schedule 4.

4.2 COUNCILS' OBLIGATIONS

4.2.1 SDC covenants with the Developer:

- (a) to observe and perform the covenants and obligations on their part contained in Schedule 1, Schedule 2, Schedule 3, Schedule 4 and Schedule 5.
- (b) in the event approval is required to effect a variation to the Local Employment Scheme such approval is to be given to the Developer in writing and must not be unreasonably withheld or delayed.

4.2.2 NYCC covenants with the Developer:

- (a) to observe and perform the covenants and obligations on their part contained in Schedule 1, Schedule 2, Schedule 3 and Schedule 4.
- (b) in the event approval is required to effect a variation to the Local Employment Scheme such approval is to be given to the Developer in writing and must not be unreasonably withheld or delayed.

5. REGISTRATION AS LOCAL LAND CHARGE

This Deed shall be registered by the Councils as a local land charge in the register of local land charges pursuant to the Local Land Charges Act 1975.

6. RELEASE

No person shall be liable for any breach of the development consent obligations or other provisions of this Deed after it shall have parted with its interest in the Site or the relevant part thereof but without prejudice to any rights of the Councils or either of them in respect of any antecedent breach of those obligations.

7. FURTHER PLANNING PERMISSIONS AND DEVELOPMENT CONSENT ORDERS

Nothing in this Deed shall be construed as prohibiting or limiting the rights of the Developer to use or develop any part of the Site in accordance with and to the extent permitted by a certificate of lawful use, planning permission, development consent order or other statutory authority granted either before or after the date of this Deed, other than the Development Consent Order.

8. EXPIRY

If the Development Consent Order expires or is quashed or revoked prior to Commencement then this Deed shall immediately determine and cease to have effect and the Councils shall cancel all entries made in their register of local land charges in respect of this Deed.

9. CERTIFICATES OF COMPLIANCE

The Councils shall upon written request certify compliance with the development consent obligations in this Deed.

10. NOTICES

10.1 Any notice, consent or approval required to be given under this Deed shall be in writing and shall be sent to the address and marked for the attention of the persons identified below or instead to such other persons as may be substituted for them from time to time.

10.2 Any such notice must be delivered by hand or by pre-paid special delivery post (unless the receiving party agrees to receive the notice electronically) and shall conclusively be deemed to have been received:

- 10.2.1 if delivered by hand, on the next Working Day after the day of delivery; and
- 10.2.2 if sent by special delivery post and posted within the United Kingdom, on the day 2 Working Days after the date of posting.

10.3 A notice or communication shall be served or given:

- 10.3.1 on SDC at its address given above or such other address for service as shall have been previously notified in writing to the other Parties and any such notice shall be marked for the attention of Head of Planning;
- 10.3.2 on NYCC at its address given above or such other address for service as shall have been previously notified in writing to the other Parties and any such notice shall be marked for the attention of David Bowe, Corporate Director (Business and Environmental Services);
- 10.3.3 on the Developer at its address given above or such other address for service as shall have been previously notified in writing to the other Parties and any such notice shall be marked for the attention of Jennifer Blyth, Project Architect.

11. APPROVALS

Where any approval, agreement, consent, confirmation or an expression of satisfaction is required under the terms of this Deed such approval, agreement, consent, confirmation or expression of satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

12. COUNCILS' POWERS

Nothing in this Deed shall fetter the statutory rights, powers or duties of the Councils as local planning authorities or as highway authorities as the case may be.

13. INTEREST

Where any obligation in this Deed is expressed to require the Developer to pay any sum of money, interest at the Interest Rate shall be payable in addition to the sum of money itself calculated from the due date to the date on which the sum of money is actually paid.

14. GOOD FAITH

The Parties agree with each other to act reasonably and in good faith in the discharge of the obligations contained in this Deed.

15. RIGHTS OF THIRD PARTIES

It is not intended that any person who is not a party to this Deed shall have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

16. JURISDICTION

- 16.1 This Deed including its construction, validity, performance and enforcement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 16.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

17. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which is an original and all of which may together evidence the same agreement.

18. COSTS

18.1 The Developer shall pay on completion of this Deed the reasonable legal and planning costs of the Councils incurred in the preparation, negotiation and execution of this Deed.

19. DISPUTE RESOLUTION

19.1 In the event of any dispute arising between the Parties in respect of any matter contained in this Deed the same may be referred to the Expert by any Party serving the other Parties with a Notice.

19.2 The Notice must specify:

19.2.1 the nature, basis and brief description of the dispute;

19.2.2 the clause of this Deed or paragraph of a Schedule of this Deed to which the dispute has arisen; and

19.2.3 the proposed Expert.

19.3 The Expert shall be an independent person possessing expertise relevant to the dispute and in the event that the Parties are unable to agree whom should be appointed as the Expert within twenty (20) Working Days after the date of the Notice then any Party may request:

19.3.1 if such dispute shall relate to matters concerning the construction, interpretation and/or the application of this Deed, the Chairman of the Bar Council to nominate the Expert;

19.3.2 if such dispute shall relate to matters necessitating any calculation or otherwise concerning a financial aspect of this Deed, the President of the Institute of Chartered Accountants in England and Wales to nominate the Expert;

19.3.3 if such dispute shall relate to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the Expert;

19.3.4 in all other cases, the President of the Law Society to nominate the Expert.

19.4 The Expert shall act as an expert and not as an arbitrator and whose cost shall be at his discretion or in the event that he makes no determination, such costs will be borne by the Parties to the dispute in equal shares.

19.5 The Expert shall be appointed (through an agreed request statement setting out exactly the questions that he is to determine submitted jointly by the Parties) subject to an express requirement that he reaches his decision and communicates it to the Parties to the dispute within the minimum practical timescale allowing for the nature and complexity of the dispute and in any event not more than twenty (20) Working Days from the date of his appointment to act.

19.6 The Expert shall be required to give notice to each of the said Parties to the dispute inviting each of them to submit to him within twenty (20) Working Days from the date of his appointment written submissions and supporting material and shall afford to the said Parties an opportunity to make counter submissions within a further ten (10) Working Days in respect of any such submission and material.

19.7 In the absence of manifest error the Expert's decision shall be binding on the Parties.

SCHEDULE 1

APPRENTICESHIPS

1. With respect to apprenticeship opportunities arising during the Construction Period and/or the Operational Period, the Developer shall:
 - 1.1 advertise such opportunities through its own website;
 - 1.2 notify the Councils of the opportunities so that they may advertise the opportunities via their own portals;
 - 1.3 notify local schools within the vicinity of the Site of the opportunities so that they may advertise the opportunities via their own portals; and
 - 1.4 attend any career events held by local schools within the vicinity of the Site in order to promote the opportunities.

SCHEDULE 2

THE LOCAL EMPLOYMENT SCHEME

1. Prior to Commencement of the Project, the Developer shall submit the Local Employment Scheme to the Councils for approval.
2. The Developer and the Councils agree that the following contracts will not be included within the Local Employment Scheme:
 - (a) the EPC Contracts;
 - (b) the LTSA Contract; and
 - (c) contracts for any works conducted by NGG and/or NGET.
3. The Developer and the Councils shall work together to establish the initiatives set out within the Local Employment Scheme.
4. The Developer shall not Commence the Project until the Local Employment Scheme has been approved by the Councils and the Developer shall thereafter carry out the approved Local Employment Scheme during the Construction Period(s) and the Operational Period(s).
5. The Developer shall use reasonable endeavours to procure that the contractors engaged in the construction of the Project assist in the implementation of the Local Employment Scheme.
6. For the avoidance of doubt, the Local Employment Scheme shall not require the Developer or any contractors, to award any contract for the construction or operation of the Project to any specific company.
7. The Developer shall implement the Local Employment Scheme in accordance with the timetable contained in the approved Local Employment Scheme **PROVIDED THAT** the Developer may from time to time seek approval for revisions of the Local Employment Scheme from the Councils.
8. The Developer shall use reasonable endeavours to procure that the contractors engaged in the construction of the Project interview and if appropriate recruit suitably qualified applicants as part of the Local Employment Scheme including providing such assistance as is reasonably practicable to those contractors.
9. The Developer shall:
 - 9.1.1 advertise invitations to tender for all contracts for the provision of services and materials to the Project in at least one local newspaper with a circulation in all areas within a 25 mile radius of the Site (save in respect of the contracts referred to in paragraph 2 of this Schedule 2); and
 - 9.1.2 invite at least two companies who have responded to an advertisement published in accordance with paragraph 9.1.1 of this Schedule 2 and whose principal offices are located within a 25 mile radius of the Site to tender for each contract in relation to the construction of the Project including in relation to the supply of materials and services

PROVIDED THAT nothing in this paragraph shall require the Developer to award any contract for the construction or operation of the Project to any such company.
10. The Developer shall be under no obligation in respect of paragraph 9 of this Schedule 2 to invite any company or advertise any contract for the provision of services and materials where, to the Developer's knowledge, there is no company within a radius of 25 miles of the Site that is capable of fulfilling any such contract **PROVIDED THAT** it notifies the Councils of the contracts to which this paragraph 10 applies.

SCHEDULE 3

HERITAGE

1. The Developer shall install the Interpretation Panels at the Drax visitor's centre or the Skylark centre prior to the Date of Work No. 1A Full Commissioning.
2. The Developer shall liaise with Historic England and NYCC in relation to the design, content and installation of the Interpretation Panels to be provided in accordance with paragraph 1.

SCHEDULE 4

LOCAL LIAISON COMMITTEE

1. From the Date of Work No. 1A Full Commissioning the Developer shall establish a Local Liaison Committee.
2. The Developer shall invite SDC, NYCC, local parish councils, and other relevant local interest groups to nominate representatives to join the Local Liaison Committee.
3. The Developer shall provide an appropriate venue for meetings of the Local Liaison Committee.
4. The Local Liaison Committee must:
 - 4.1 include representatives of the Developer; and
 - 4.2 meet quarterly during the Operational Period, starting within one month of the Date of Work No. 1A Full Commissioning, unless otherwise agreed by the majority of the members of the Local Liaison Committee.

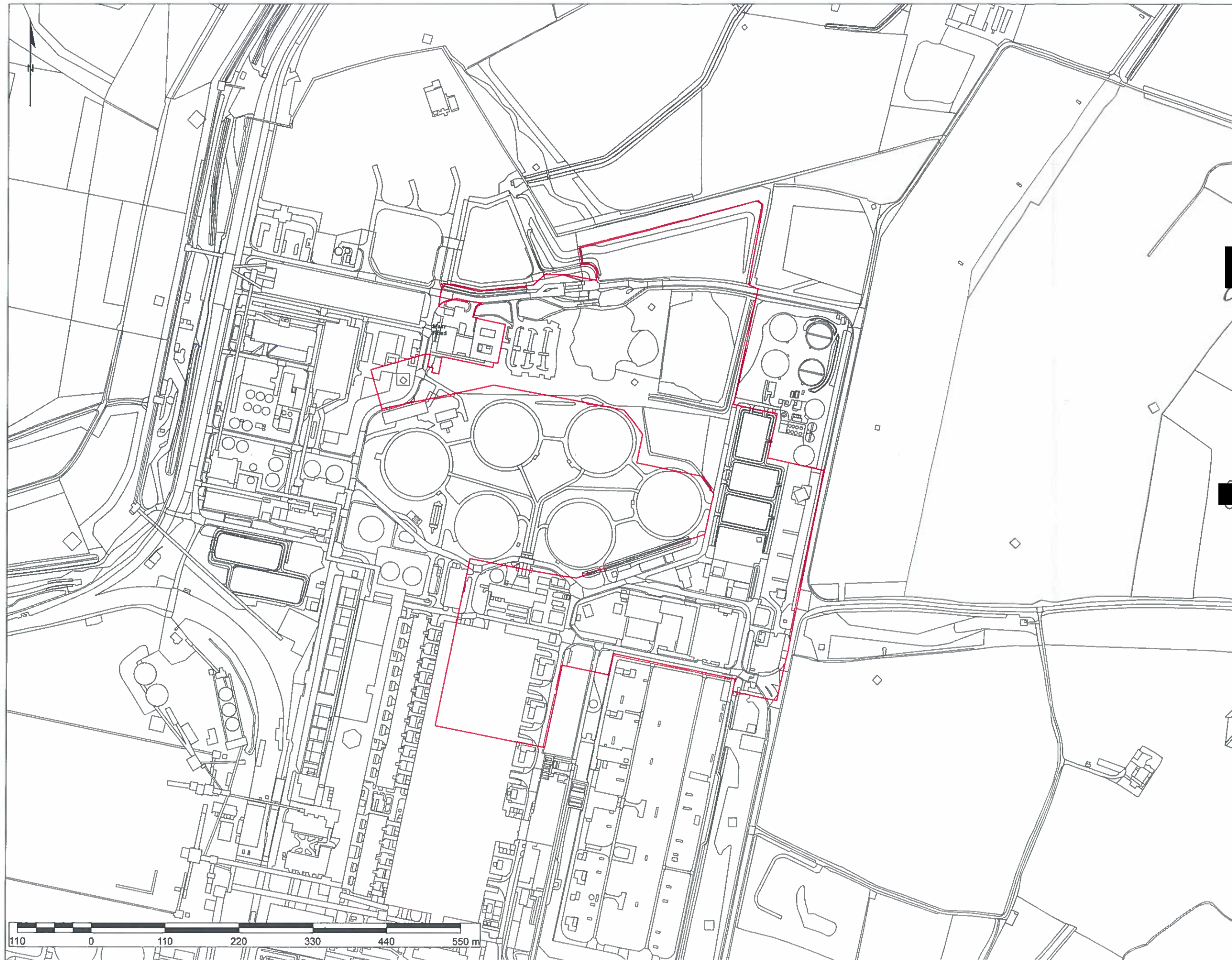
SCHEDULE 5

LANDSCAPE MITIGATION CONTRIBUTION

1. The Developer must not Commence any numbered work comprising Stage 1 until it has paid the Landscape Mitigation Contribution (Stage 1) to SDC.
2. The Developer must not Commence any numbered work comprising Stage 2 until it has paid the Landscape Mitigation Contribution (Stage 2) to SDC.
3. SDC covenants with the Developer:
 - 3.1 not to spend the Landscape Mitigation Contribution (Stage 1) or the Landscape Mitigation Contribution (Stage 2) other than on the Landscape Mitigation Contribution Purposes; and
 - 3.2 if any part of the Landscape Mitigation Contribution (Stage 1) or the Landscape Mitigation Contribution (Stage 2) remains unspent within ten years of the date that the respective contribution is paid SDC shall repay any unspent monies to the Developer or its nominee.

Plan 1

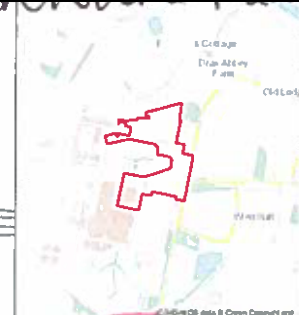
Site



The Drax Power (Generating Stations) Order
Site Plan 1

Order limits - the area within which the authorised development may be carried out within HM/R side NYK222484

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Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2008 (Regulation 5(2)(3))

10	1000000	10	1000000	10	1000000
20	2000000	20	2000000	20	2000000
30	3000000	30	3000000	30	3000000

SUBMISSION FOR APPROVAL



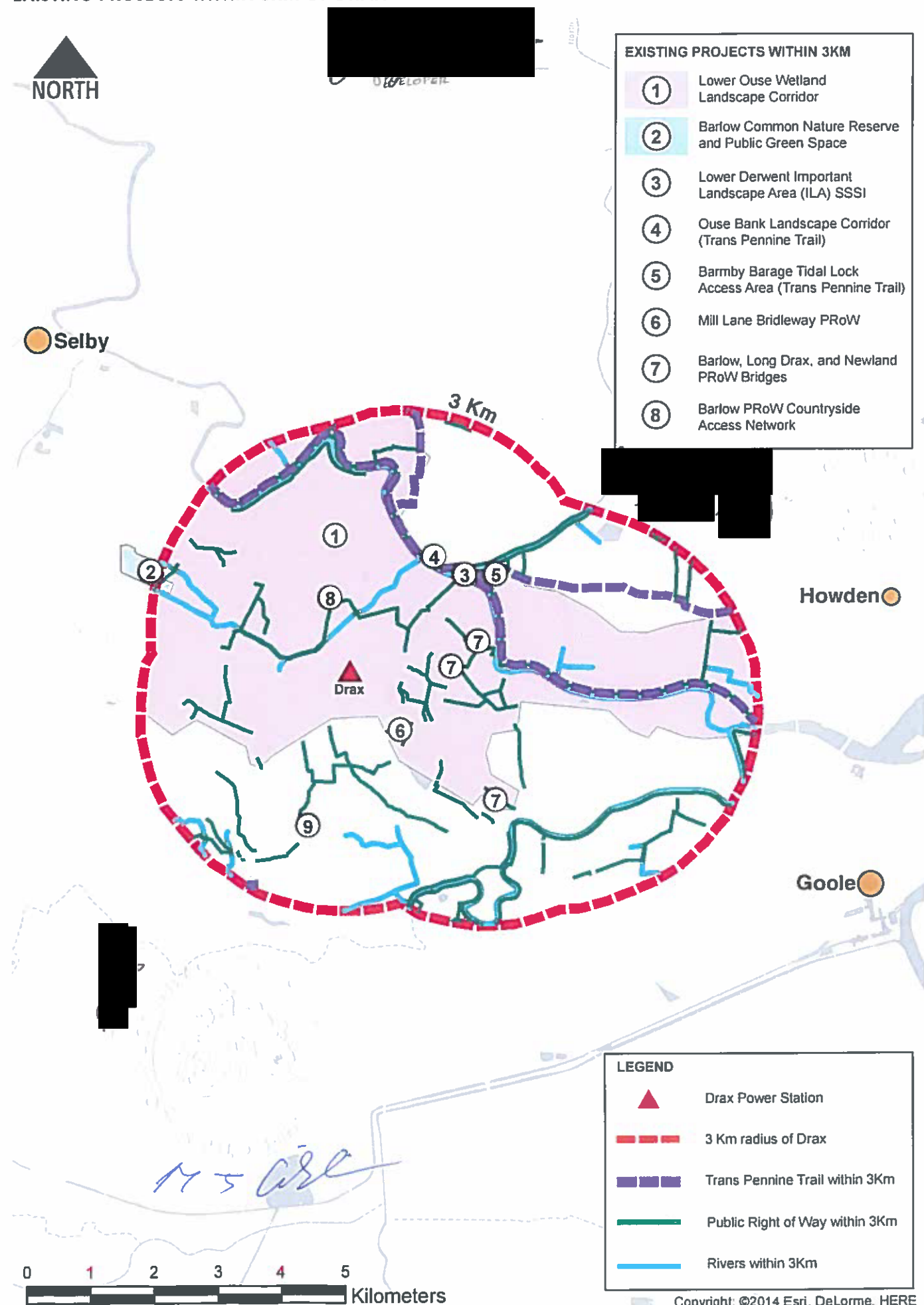
The Drax Power
(Generating Stations) Order

Application document reference
The Site - (Plan 1)

Scale 1:1,750	Scale 1:1,750	Scale 1:1,750	Scale 1:1,750
70037047	70037047	70037047	70037047
70037047-SP-Sheet1	70037047-SP-Sheet1	70037047-SP-Sheet1	70037047-SP-Sheet1

Plan 2

**Trans-Pennine Trail and the location of Barlow, Long Drax and Newland Public Right Of Way
Bridges; Barlow Public Right Of Way Countryside Access Network; Barmby Barrage Tidal Lock
Access Area; Mill Lane Bridleway Public Right Of Way; and Ouse Bank Landscape Corridor**



IN WITNESS whereof this Deed has been duly executed by the parties to this Deed on the date which appears at the head of this document.

The COMMON SEAL of SELBY DISTRICT COUNCIL was hereunto affixed in the presence of:

[Redacted signature]

Authorised signatory



[Redacted text]

The COMMON SEAL of NORTH YORKSHIRE COUNTY COUNCIL was hereunto affixed in the presence of:

[Redacted signature]

Authorised signatory

[Redacted text]



EXECUTED as a DEED by DRAX POWER LIMITED

acting by two directors or one director and the company secretary.

[Redacted signature]

[Redacted signature]

Director

Director / Secretary