

Submission ID: 36869

In response to the Rule 17 letter dated 9 June 2025, please find enclosed the preferred protective provisions for inclusion in the draft Order on behalf of Creyke Beck Solar Limited and Padero Solaer Limited. These have been shared with the Applicant.

## **SCHEDULE XX**

### **PROTECTIVE PROVISIONS**

#### **PART XX**

#### **FOR THE PROTECTION OF CREYKE BECK SOLAR LIMITED AND PADERO SOLAER LIMITED**

1. For the protection of Creyke Beck, the following provisions have effect, unless otherwise agreed in writing between the undertaker and Creyke Beck.

2. In this Part of this Schedule—

“the respective authorised developments” means the authorised development and the Creyke Beck Solar Farm respectively;

“Creyke Beck” means either or both of Creyke Beck Solar Limited (company number 13342791) and Padero Solaer Limited (company number 08021337) and any successor in title or function to the Creyke Beck Solar Farm or the Creyke Beck site;

“the Creyke Beck Solar Farm” the proposed solar farm authorised by planning permission ref 21/02335/STPLF granted by East Riding of Yorkshire Council to be situated on the Creyke Beck site;

“Creyke Beck site” means the land within plots 18-052, 18-054, 18-055 and 19-007 within the Order limits and in which Creyke Beck has an interest; and

“works details” means-

- (a) plans and sections;
- (b) details of the proposed method of working and timing of execution of works;
- (c) details of vehicle access routes for construction and operational traffic; and
- (d) any further particulars provided in response to a request under paragraph 3.

#### **Consent under this Part**

3. Before commencing any part of the authorised development which would have an effect on the construction, operation or maintenance of the Creyke Beck Solar Farm or access to it, the undertaker must submit to Creyke Beck the works details for the proposed works and such further particulars as Creyke Beck may, within 28 days from the day on which the works details are submitted under this paragraph, reasonably require.
4. No works comprising any part of the authorised development that would have an effect on the construction, operation or maintenance of the Creyke Beck Solar Farm or access to it are to be commenced until the works details in respect of those works submitted under paragraph 3 have been approved by Creyke Beck.
5. Any approval of Creyke Beck required under paragraph 4 must not be unreasonably withheld or delayed but may be given subject to such reasonable requirements as Creyke Beck may require to be made to ensure that the Creyke Beck Solar Farm can co-exist with the authorised development within the Creyke Beck site.
6. –(1) The authorised development must be carried out in accordance with the works details approved under paragraph 4 and any requirements imposed on the approval under paragraph 5.

(2) Where there has been a reference to an arbitrator in accordance with paragraph 12 and the arbitrator gives approval for the works details, the authorised development must be carried out in accordance with the approval and conditions contained in the decision of the arbitrator under paragraph 12.

### **Co-operation**

7. (1) This paragraph applies insofar as-

- (a) the construction of the Creyke Beck Solar Farm and the authorised development may be undertaken within the Order limits concurrently; or
- (b) the construction of one of the respective authorised developments would have an effect on the operation or maintenance of the other respective authorised development or access to it.

(2) Where this paragraph applies the undertaker and Creyke Beck must-

- (a) co-operate with each other with a view to ensuring-
  - (i) the co-ordination of construction programming and the carrying out of the respective authorised developments;
  - (ii) that access for the purposes of constructing the respective authorised developments is maintained for the undertaker, Creyke Beck and their respective employees, contractors and sub-contractors; and
  - (iii) that operation, maintenance and access to the respective authorised developments is maintained for the undertaker and Creyke Beck; and
- (b) use reasonable endeavours to avoid any conflict arising from the carrying out of the respective authorised developments.

### **Indemnity**

8. —(1) Subject to sub-paragraph (3), if by reason or in consequence of the construction of any of the works referred to in paragraph 3, any damage is caused to the Creyke Beck site, or there is any interruption in any service provided, or in the supply of any goods, by Creyke Beck, the undertaker must—

- (a) bear and pay the cost incurred by Creyke Beck in making good such damage or restoring the supply; and
- (b) make compensation to Creyke Beck for any other expenses, loss, damages, penalty or costs incurred by Creyke Beck, by reason or in consequence of any such damage or interruption.

(2) Creyke Beck must give the undertaker notice of any such claim or demand and no settlement or compromise is to be made without the consent of the undertaker.

(3) Creyke Beck must use its reasonable endeavours to mitigate in whole or in part and to minimise any costs, expenses, loss, demands, and penalties to which the indemnity under this paragraph 8 applies.

### **Regulation of powers over the Creyke Beck site**

9. —(1) The undertaker must not exercise the powers under any of the articles of the Order specified in sub-paragraph (2) below over or in respect of the Creyke Beck site otherwise than with the prior written consent of Creyke Beck.

(2) The articles referred to in sub-paragraph (2) above are—

- (a) article 15 (use of private roads);
- (b) article 20 (compulsory acquisition of land);
- (c) article 22 (compulsory acquisition of rights);
- (d) article 23 (private rights over land);
- (e) article 25 (statutory authority to override easements and other rights);
- (f) article 26 (acquisition of subsoil or airspace only);
- (g) article 29 (rights under or over streets);
- (h) article 30 (temporary use of land for carrying out the authorised project);
- (i) article 31 (temporary use of land for maintaining the authorised project);
- (j) article 32 (statutory undertakers).

(3) In the event that Creyke Beck withholds its consent pursuant to sub-paragraph (1) above it must notify the undertaker in writing of the reasons for withholding such consent and (if applicable) the time period during which such consent will be withheld.

#### **Arbitration**

10. Any difference or dispute arising between the undertaker and Creyke Beck under this Part of this Schedule must, unless otherwise agreed in writing between the undertaker and Creyke Beck, be referred to and settled by arbitration in accordance with article 47 (arbitration).