



Lower Thames Crossing

9.181 Final Statement of Common Ground between (1) National Highways and (2) Stuart Mee & Family (Tracked changes version)

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Procedure) Rules 2010

Volume 9

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<u>1.0</u>	<u>17 November 2023</u>	<u>Deadline 7</u>
<u>2.0</u>	<u>15 December 2023</u>	<u>Deadline 9A</u>

Status of the Statement of Common Ground

This is ~~the Final~~ Statement of Common Ground ~~between (1)~~ National Highways ~~(the Applicant) and (2) Stuart Mee & Family.~~

~~The Applicant~~ considers that this Statement of Common Ground is an accurate description of the matters raised by Stuart Mee & family and the status of each matter, based on the engagement that has taken place.

~~Of the 21 matters contained within, the Applicant considers that one matter is agreed, 15 matters are agreed in principle and five matters are not agreed, leaving no matters outstanding.~~

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Lower Thames Crossing

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1 Introduction

1.1 Purpose of the Statement of Common Ground

1.1.1 This Statement of Common Ground (SoCG) has been prepared in respect of the Development Consent Order (DCO) application for the proposed A122 Lower Thames Crossing (the Project) made by National Highways Limited (the Applicant) to the Secretary of State for Transport (Secretary of State) under section 37 of the Planning Act 2008.

1.1.2 The SoCG has been produced to confirm to the Examining Authority where agreement has been reached between the parties named below, and where agreement has not (yet) been reached. SoCGs are an established means in the planning process of allowing all parties to identify and so focus on specific matters that may need to be addressed during the examination.

1.1.3 This **final** version of the SoCG has been submitted at Examination Deadline **9A**.

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1.2 Parties to this Statement of Common Ground

1.2.1 This SoCG has been prepared in respect of the Project by (1) the Applicant, and (2) Stuart Mee & family (hereinafter referred to as “the landowner”) which consists of:

1.2.2 The Applicant became the Government-owned Strategic Highways Company on 1 April 2015. It is the highway authority in England for the strategic road network and has the necessary powers and duties to operate, manage, maintain and enhance the network. Regulatory powers remain with the Secretary of State. The legislation establishing the Applicant made provision for all legal rights and obligations of the Highways Agency, including in respect of the Project, to be conferred upon or assumed by the Applicant.

1.2.3 The landowner owns extensive areas of land affected by the Project. The majority of this land is farmed by the Mee family business ‘A.P. Mee’ partnership. There are further interests, rights and assets owned by the Mee Family that are likely to be impacted by the Project.

1.3 Terminology

1.3.1 In the **final position on** matters table in Section 2 of this SoCG, “Matter Not Agreed” indicates agreement on the matter could not be reached, “Matter Agreed” indicates where the issue has been resolved **and “Matter Agreed”** **indicates a matter that is agreed in principal but where further discussion may take place during the detailed design stage of the Project to finalise detail, or is subject to contract (between Stuart Mee & Family and the Applicant).**

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- 1.3.2 It is agreed that any matters not specifically referred to in Section 2 of this SoCG are not of material interest or relevance to the landowner. As such, those matters can be read as agreed, only to the extent that they are either not of material interest or relevance to the landowner. However, if new matters arise, the landowner reserves the right to comment on those matters as it considers appropriate.

2 Matters

2.1 Final Position on Matters

- 2.1.1 Engagement between the Applicant and the landowner has been ongoing since 2017 and has continued following the submission of their Relevant Representation [RR-1021] and Written Representations [REP1-437, REP5-125 and REP7-258 to REP7-263 inclusive]. These discussions are summarised in Annex B (entry No. 91) of the Statement of Reasons [Document Reference 4.1 (8)].
- 2.1.2 The outcome of discussions to date are presented in Table 2.1 which details and presents the matters which have been agreed, matter agreed subject to detailed design or subject to contract or matter not agreed, between (1) the Applicant and (2) Stuart Mee & Family.
- 2.1.3 At Examination Deadline 9A there are 21 matters in total of which one is agreed, 15 are agreed in principle and five are not agreed.
- 2.1.4 It is acknowledged there are some matters where further discussion may take place during the detailed design stage of the Project to finalise detail, or is subject to contract (between Stuart Mee & Family and the Applicant) but the matter is agreed in principle. Matters to which this applies have an asterisk (*) next to them.
- 2.1.5 This is the final Statement of Common Ground between the Applicant and Stuart Mee & Family.

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Table 2.1 Final Position on Matters

Topic	Item number	Stuart Mee & Family comment (Landowner)	The Applicant's response	Document Reference	Status
Land & Compulsory Acquisition					
Field Accesses	2.1.1	No detail has been provided around the field accesses to the landowners retained land indicated by black arrows into fields edged purple on the Plans 6-8 below in 2.2 Notes are of concern to the Landowner.	SACR-005 in the Stakeholder Actions and Commitments Register (SACR) commits the Contractor to maintain provision for farm access during the construction phase. The Applicant acknowledges the importance of maintaining /	<u>Stakeholder Actions and Commitments Register [Document Reference 7.21 (7)]</u>	Matter <u>Agreed*</u> , <u>Now secured under SACR-031 and also subject to the completion of the legal side</u>

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Topic	Item number	Stuart Mee & Family comment (Landowner)	The Applicant's response	Document Reference	Status
		<p>The Landowner requires the Contractor and National Highways (NH) establishes a point of access at each point indicated on the plans to allow continued access for farm vehicles and machinery (e.g. combine and tractor and trailers) to the arable fields to replace the access lost as a result of the construction and allow the land to continue being farmed. Access is required prior to, during and post construction of Works.</p> <p>The Landowner has requested this to be addressed in a separate legal agreement or under protective provisions, such agreement to be provided by Deadline 5 (3rd October). The Landowner does not want this to be left until detail design.</p> <p>If the Landowner does not receive a legal agreement then the landlord maintains a fundamental objection to the point.</p>	<p>designing field accesses that are fit for purpose (e.g. can accommodate combine harvesters and turning circles of larger farm machinery with implements attached).</p> <p>The Applicant will continue to liaise closely with the landowner on the detailed design for each field access (see Section 2.2 for the plans) and will look to address these as part of the detailed design process with the Contractor. <u>This commitment is now secured under SACR-031.</u></p> <p>The Applicant and landowner have proposed a legal side-agreement to secure such commitments which is currently <u>under active negotiation and is hoped to be completed before the close of Examination or shortly thereafter.</u></p>		<i>agreement <u>currently being negotiated.</u></i>
Access off Ockendon Road north across Plot 42-19 & Plot 43-04	2.1.2	<p>No detail has been provided around the field accesses indicated by black arrows into fields and pond edged purple on Plan 9 below in 2.2 Notes are of concern to the Landowner.</p> <p>The Contractors and National Highways (NH) requires a point of access from Ockendon Road which is</p>	<p>The Applicant <u>will transfer</u> the <u>Plots 42-19 and 43-04 to</u> Forestry England <u>and Essex County Council</u> as replacement open space land <u>subject to a permanent right of access from Pike Lane to Hobbs Hole Pond and from Ockendon</u></p>	<p><u>Stakeholder Actions and Commitments Register</u> <u>[Document Reference 7.21 (7)]</u></p>	<p>Matter <u>Agreed*</u></p>

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 (The Applicant to continue negotiations with Forestry England and landowner.)

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 Consequently, a legally binding commitment is not possible at this stage. The Applicant will continue discussions with all parties. ¶
 The Applicant has also raised the issue of access to Hobbs Hole Pond with FE. Discussions are ongoing. ¶
 The Applicant will discuss with FE and investigate the legal basis of providing access rights to the landowner within the context of ...

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Topic	Item number	Stuart Mee & Family comment (Landowner)	The Applicant's response	Document Reference	Status
		<p>to allow continued access for farm vehicles and machinery e.g. combine and tractor and trailers to replace the access lost as a result of the construction and allow the land to continue being farmed. Access cannot be taken up Pike Lane to this subject land due to the bridge over the National Rail Infrastructure not being adequate to accommodate agricultural equipment.</p> <p>The landowner is also concerned with the continued use both during and post construction of the fishing pond known as 'Hobbs Hole Pond' as there is no access provision. The land surrounding the pond is currently scheduled to be permanently acquired and there is no clear continued access provisions to this lake.</p> <p>Access is required prior to, during and post construction of Works.</p> <p>Landowner requests this to be adopted in separate legal agreement or under protective provisions.</p> <p>The Landowner feels that there is no restriction to enter into a legal agreement between the parties and the Landowner is concerned that they are not party or privy to 3rd party discussions with Forestry</p>	<p>Road to Pike Lane for occasional use by combine harvester or similar.</p>		

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Topic	Item number	Stuart Mee & Family comment (Landowner)	The Applicant's response	Document Reference	Status
		Commission nor has there been any attempt. The landowner requests to see evidence of the findings of providing this access through the GVD process.			
Access off farm track north of Ockendon Road (Plots 43-42, 43-44)	2.1.3	<p>Currently the access track it is owned by National Highways but the landowner maintains that Highways England took the land for M25 widening with the intention of transferring it back to the landowner and never did.</p> <p>There is a proposed WCH over the access track land and the Contractors (MWC) and National Highways (NH) shall continue to provide access from Ockendon Road to allow continued access for farm vehicles and machinery e.g. combine and tractor and trailers, during and post construction.</p> <p>The landowner has requested to see the design of how this access track will be used by these multiple users including the farm.</p> <p>Landowner requests this to be adopted in separate legal agreement or under protective provisions such agreement to be provided by Deadline 5 (3rd October). The</p>	<p>The Applicant confirms this track is already in its freehold ownership and, as a new WCH route, its permanent acquisition (by and from National Highways in order to extinguish any third party rights over the land) is an essential requirement of the Project.</p> <p>Technically, any existing rights of access can be excluded from the GVD procedure, such that they are not lost to the landowner. The Applicant <u>has committed to this under SACR-032 and in the draft legal side agreement</u>.</p>	<u>Stakeholder Actions and Commitments Register [Document Reference 7.21 (7)]</u>	Matter <u>Agreed*</u>

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 Applicant to revert to the landowner on legal agreement or SACR commitment as soon as possible.

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Topic	Item number	Stuart Mee & Family comment (Landowner)	The Applicant's response	Document Reference	Status
		Landowner does not want this to be left until detail design. If the Landowner does not receive a legal agreement then the landlord maintains a fundamental objection to the point.			
Grove Farm Track (Plot 39-65 and Plan 2 below)	2.1.4	Concerns as to the availability of the farm track use to Landowner during construction; nature and intensity of the Applicant's use. For context, the road is used by the farm, two houses and three businesses. It is a single-track road with infrequent passing bays. Access is identified by black arrows into fields edged purple on the Plans 11 below in 2.2 Notes. Security is a real concern and ensuring that there is no unauthorised users needs to be carefully considered by the Applicant. An email from Richard Saville to Stuart Mee dated 08/03/2022 assists but fails to provide specific detail and the landowner will require this to be included in protective provision. The Landowner does not want this to be left until detail design.	The Applicant's detailed response of 08 March 2022 is summarised as follows: <i>"This access road is proposed as a 'secondary route' which can be used by HGV construction traffic throughout construction but far less frequently than other routes.</i> <i>The current programme indicates that compound CA13 will be constructed after the haul road from Medebridge Road has been completed. This means the use of this track for construction works should be minimized, although this cannot be guaranteed until the detailed design stage.</i> <i>The Applicant will need to undertake some minor utilities works along the track but this would be for a period of weeks rather than months."</i> See also SACR-005 in the Stakeholder Actions and Commitments Register relating to	Stakeholder Actions and Commitments Register [Document Reference 7.21 (7)] Outline Traffic Management Plan for Construction [Document Reference 7.14 (9)]	Matter Agreed* , <i>Pending detailed design and Traffic Management Plan</i>

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Topic	Item number	Stuart Mee & Family comment (Landowner)	The Applicant's response	Document Reference	Status
			farm access provisions during construction. Landowner to be included in the Traffic Management Forum as set out in the outline Traffic Management Plan for Construction. For security issues, see 'Unauthorised Access' below.		
Unauthorised Access	2.1.5	Where the proposal is for an existing agricultural access to be shared with a new Non-Motorised User (WCH) route (i.e. walking, cycling and horse riding route), the Landowner is concerned as to how the access will operate and both uses be managed. The trade-off between improving public access and connectivity, but also preventing trespassing, fly tipping and hair coursing, which is already rife in the area, is a major worry. the Applicant has provided no details of how it intends to address the potential negative impacts arising from improved public access, nor how continued agricultural access will be accommodated in those locations where a shared access is proposed. The landowner would like to understand the mechanism for continued access should any unauthorised access be taken. At any	The Applicant has set out the basis for the walkers, cyclists and horse riders (WCH) provision it is proposing in Project Design Report – Part E – Design for Walkers, Cyclists and Horse Riders. In the Design Principles, (Clause PEO.06) the Applicant has committed to considering the use of robust design elements to prevent and mitigate the potential for misuse of the WCH network by unauthorised vehicles and to prevent and deter anti-social behaviour and unauthorised access to third-party land.	Project Design Report – Part E – Design for Walkers, Cyclists and Horse Riders [APP-512] Design Principles Document Reference 7.5 (7)	Matter Not Agreed

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Design Principles [\[REP6-046\]](#)

Topic	Item number	Stuart Mee & Family comment (Landowner)	The Applicant's response	Document Reference	Status
		<p>point, the farming operations cannot be impeded.</p> <p>The Design Principles, set out in Clause PEO.06, set out no detail and is a sweeping statement. There is no clear mechanism with how this issue will be resolved.</p> <p>The basis for the walkers, cyclists and horse riders (WCH) provision in the Project Design Report – Part E has no reference on unauthorised access and does not address the landowners concerns.</p> <p>The Landowner does not want this to be left until detail design.</p>			
<p>Walkers, Cyclists & Horse-riders (WCH)</p> <p>Kemps Farm (Plots 42-20; 40-20 & 42-51)</p> <p>Access to Plot 42-75 off Dennis Road</p>	2.1.6	<p>No detail has been provided around the field accesses indicated by black arrows into fields edged purple on the Plans 12 – 14 below in 2.2 Notes.</p> <p>The landowner requires the Contractors and National Highways (NH) to establish a point of access from Dennises Lane to these fields both pre, post and during construction. The exception is the land outlined on Plan 14 where access is required only post construction.</p> <p>An WCH route is proposed to run along Dennis Road which will sever the Landowner's access to these</p>	<p>The Applicant acknowledges the landowner's concerns and <u>desire that access to the adjoining arable field off Dennis Road over Plot 40-20, be reserved in the GVD process. The Applicant and landowner are currently negotiating a voluntary dedication agreement within the draft legal side agreement such that the WCH route would not impede future development or current agricultural operations nor the Project itself.</u></p> <p><u>Note:</u> The Applicant requires <u>either</u> the acquisition of the permanent freehold of land proposed for new</p>	<p>Written Representations made by Hill Residential [REP1-352]</p> <p>Comments on WRs Appendix F – Landowners [REP2-051]</p>	<p>Matter <u>Agreed*</u>, Pending <u>completion of legal side agreement</u></p>

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Topic	Item number	Stuart Mee & Family comment (Landowner)	The Applicant's response	Document Reference	Status
		adjacent fields which the landowner currently farms. The new WCH is scheduled to be permanently acquired which the Landowner does not feel is necessary. Furthermore, the landowner can not be left at ransom for access to his field and suitable access needs to be provided – having regard to both the existing agricultural use of the field, as well as its future development potential.	Public Rights of Way <u>but, as an alternative, has offered a voluntary dedication agreements so that</u> , such routes do not inadvertently create 'ransom strips' that could frustrate the development of adjoining land in future. The rationale for <u>the alignment of</u> this WCH route is given in the Applicant's response to the Written Representations made by Hill Residential, in the Comments on WRs Appendix F – Landowners.		
Farm Irrigation System & Reservoir	2.1.7	It is agreed that the new LTC alignment in a 'cutting' would impact the flow of water along the field ditches and culvert under the M25 from east to west which feeds into the farm storage reservoir (being the lake surrounded by Plot 42-01) SE of Stubbers Outdoor Pursuit Centre and identified in Plan 1 and Plan 15 in 2.2 Notes. This is the main winter abstraction point on the farm and without this, it would not be possible for the farm to keep its irrigation system. The Applicant will also impact the irrigation system distributing water from the reservoir out around the fields both east and west of M25 /	Under the Register of Environmental Actions and Commitments (REAC), Chapter 7 of Environmental Statement (ES) Appendix 2.2: Code of Construction Practice, commitment RDWE016 commits the Applicant to the protection of the irrigation supply infrastructure at Manor Farm (see page 94) and commitment RDWE038 to avoiding groundwater impacts at Hall Farm, etc. (page 98). The Applicant is compensating the landowner for the professional fees of a specialist water consultant to advise them, and water flow monitoring equipment was installed	<u>REAC in ES Appendix 2.2: Code of Construction Practice [Document Reference 6.3 ES Appendix 2.2 (9)]</u> <u>Manor Farm Options Report [REP7-259]</u> <u>Manor Farm Options Summary [REP7-262]</u> <u>Stakeholder Actions and</u>	Matter <u>Agreed*</u> , <u>Subject to SACR commitment and draft legal side agreement</u>

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The Applicant acknowledges the landowner's desire that access to the adjoining arable field off Dennis Road over Plot 40-20 be reserved in the GVD process. The Applicant will consider exclusion in the GVD process which could be secured via a legal side agreement or SACR commitment, subject to further discussion and confirmation it will not impede the Project.

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Topic	Item number	Stuart Mee & Family comment (Landowner)	The Applicant's response	Document Reference	Status
		<p>LTC alignment. The irrigation line where it crosses the M25 is illustrated in Plan 1</p> <p>The Landowner has commissioned a specialist water consultant to appraise the predicted impact and possible solutions to provide a viable and suitable alternative system.</p> <p>Understanding what the Applicant is proposing is a specialist piece of work and therefore they need their own Expert in this area. An options report has been sent to the applicant for review and the landowner requests feedback before Deadline 5.</p> <p>The Landowner is encouraged that both parties are finding a solution however, there is concern that there is an unknown on the water flow and levels as a result of the construction of LTC and the Landowner therefore reserves the right for compensation.</p> <p>The Landowner needs this to form part of a protective provision or side legal agreement.</p>	<p>in December 2022 along with an associated rain gauge.</p> <p>The landowner's consultant has provided <u>the Manor Farm Options Report and Manor Farm Options Summary</u> to the Applicant on 20 July 2023 <u>and November 2023 (respectively)</u> which <u>are</u> being reviewed. This will then help to inform a Preferred Option Development Report <u>in due course</u>, the Applicant <u>has committed to the above approach in both SACR-030 and also the draft</u> legal side agreement.</p>	<p><u>Commitments Register [Document Reference 7.21 (7)]</u></p>	
Fishing Tenants	2.1.8	<p>A significant amount of income is taken from letting the lakes for fishing and there is a significant amount of value in the fish. The lakes are well known nationally in the fishing community of stocking prize fish. The</p>	<p>The Applicant acknowledges the importance of the carp fishery known as the 'Essex Manor' and of protecting the quality and quantity of water supplied to the reservoir and is in continued dialogue with the</p>	<p><u>ES Appendix 2.2: Code of Construction Practice [Document Reference 6.3]</u></p>	<p>Matter <u>Agreed*</u></p>

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Topic	Item number	Stuart Mee & Family comment (Landowner)	The Applicant's response	Document Reference	Status
		<p>landowner is concerned about potential contamination on fishing lakes which may result in fish fatality.</p> <p>There is also concern that there will be a loss in rental income as the fishing occupants will not occupy due to the noise, dust, and light from construction.</p> <p>The Landowner has requested this to be addressed in a separate legal agreement or under protective provisions, such agreement to be provided by Deadline 5 (3rd October).</p> <p>If the Landowner does not receive a legal agreement then the landlord maintains a fundamental objection to the point.</p> <p>The Applicant has not addressed the landowners concerns in [REP1-157] nor do the REAC commitments cover them. This concern is not an irrigation issue, but a ground water level issue, contamination issue and noise/dust/light issue causing a loss of rental income from people wanting to fish the lakes.</p> <p>The landowner would need protective provisions including but not limited to:</p> <ul style="list-style-type: none"> • Replace lost fish • Decontamination of lake 	<p>landowner – please see responses under ‘Severance of Farm Irrigation System’ above and in particular:</p> <p>The expert advice is ongoing, with the consultant submitting an Options Report in July 2023, updated November 2023, which is currently under active consideration by the Applicant. It is hoped that a detailed solution will be agreed by the end of Examination but if not, the landowner's position is protected by commitments in the REAC where RDWE016 provides for the Protection of Irrigation Supply and Infrastructure at North Ockendon and RDWE038 provides a commitment to avoid adverse impacts on groundwater at Hall Farm and other locations as well as SACR-030.</p> <p>The Applicant is also negotiating a draft legal side agreement with the landowner to further protect his interests and assets in this respect; these negotiations continue as a priority and it is hoped the agreement will be completed by the close of Examination.</p> <p>The DCO confirms provisions to mitigate environmental issues such as noise, dust and light and Any</p>	<p>ES Appendix 2.2 (9)</p> <p>Manor Farm Options Report [REP7-259]</p> <p>Manor Farm Options Summary [REP7-262]</p> <p>Stakeholder Actions and Commitments Register [Document Reference 7.21 (7)]</p>	

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Topic	Item number	Stuart Mee & Family comment (Landowner)	The Applicant's response	Document Reference	Status
		<ul style="list-style-type: none"> Loss of rental income Potential permanent loss if water levels do not remain at current levels. 	<p>loss in rental income will be considered as part of the landowner's disturbance claim under the Compensation Code.</p> <p><u>The above approach is further secured in SACR-030 and the draft legal side agreement.</u></p>		
Utilities Corridors and Diversions	2.1.9	<p>Landowner has requested updates on details and timings of utilities works around the North Ockendon bridge running over the M25.</p> <p>The Landowner would like protective provisions to mitigate the impact to the farming operations and any property's services that are affected by the works.</p> <p>Landowner has queried the purpose and nature of the utility routes and whether permanent provision in certain circumstances would be possible. The Landowner acknowledges that this is subject to the utility owner providing consent.</p>	<p>Work No. MUT31 Electricity supply to <u>Ockendon Road</u> compound</p> <p>The Applicant welcomes proposals to discuss the retention and re-purpose of those assets that may be installed within Work No. MUT31's multi-utility temporary works corridor, proposed to supply the Ockendon Road compound.</p> <p>These conversations will be facilitated and progressed during the detailed design stage once it is known which services (type and rating) have been installed as part of the Contractors' proposals, and the future use of the land on which the suitability of the proposals in the context of the utility owner's network can be assessed and agreed between those parties.</p> <p>Work No. MU72 Water pipe diversion</p>	N/A	<p>Matter Agreed* </p> <p><i>The Applicant to confirm back to the landowner once utility routes have been finalised.</i></p>

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Topic	Item number	Stuart Mee & Family comment (Landowner)	The Applicant's response	Document Reference	Status
			<p>The diversion of the 900mm water pipe running alongside Pea Lane (Work No. MU72) needs to be undertaken in Year 1 of the works. The early timing of this should also help to reduce closure times of Ockendon Road. It may be possible to undertake some utilities and ecological works in the two-year rephasing period but this has yet to be confirmed.</p> <p>Work No. MU73 11kV O/H line</p> <p>The underground diversion of the 11kV overhead line to the west of Manor Farm (house and buildings) (Work No. MU73) is proposed to be reviewed during the detailed design phase, with preference for an alignment <u>to that of Work No. MU75,</u> and Work No. MU76 (albeit parts of Work No. MU73 would still be required <u>to achieve connections to the existing networks</u>). It is hoped that the working areas associated with this diversion could be reduced due to a different construction methodology being adopted to deliver that alignment. The outcome of this is dependent on further site investigations, the detailed design and construction programming.</p>		

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Topic	Item number	Stuart Mee & Family comment (Landowner)	The Applicant's response	Document Reference	Status
			<p>Work No. OH8 UKPN 132kV O/H PB line</p> <p>The Applicant is currently liaising with UKPN over the timing of its (UKPN's) upgrade of this line. The two-year rephasing may mean this work is now carried out in advance of the Project main works; however, if it were to be left until a later date, it is envisaged that it would be completed in the first two years of the Project's construction.</p> <p>Work No. G9 High pressure gas main Barking Power Limited (BPL)</p> <p>There was a potential that <u>works to be carried out by BPL on their pipeline, and the Project's works to that pipeline.</u> Work No. G9 would overlap. Due to the two-year rephasing <u>of the Project works</u> and the City of London's known programme <u>of works</u>, this is now thought very unlikely.</p>		
Ecological Mitigation (1)	2.1.10	The land to the east of Pea Lane and north of Dennises Lane was designated for ecological mitigation in previous consultations. The Landowner requested for it to be removed due to the land's Grade 1 agricultural land classification quality.	Under earlier designs, the area of land to the east of Pea Lane and north of Plot 42-20 off Dennises Lane was required for ecological mitigation. This was removed from the Order Limits owing to the relocation of M25 compound, away	N/A	Matter Agreed

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Topic	Item number	Stuart Mee & Family comment (Landowner)	The Applicant's response	Document Reference	Status
			from the 'North Ockendon Pit' (a Metropolitan SINC) and therefore compensatory habitat requirements were reduced.		
Ecological Mitigation (2)	2.1.11	<p>Land adjacent to the Upminster and Grays Branch Railway continues to be identified for permanent acquisition. The Landowner does not agree that this is required and wants to retain ownership of the land, albeit subject to certain restrictions and safeguarding measures, under an agreement which provides for an appropriate long-term maintenance regime.</p> <p>Furthermore, the proposed design of the landscaping / environmental works proposed is poor which will adversely impact the remaining field, which is already being reduced in size, making it less viable to farm.</p> <p>The Landowner would like protective provisions to mitigate the impact on the farm and allow for continued use of the land.</p>	<p>With regard to the longer-term ownership and management of land permanently acquired for ecological mitigation at Manor Farm (e.g. Work No. E44 Pea Lane open mosaic habitat), the Applicant understands the landowner's position is that they want to retain the freehold and maintain the newly created habitat. The Applicant's position is that this habitat is considered essential mitigation for the Project, and it will ultimately be the responsibility of the Applicant to maintain. The Applicant's preference is to engage a competent authority which has an established track record of maintaining such habitat. This is considered the most economical and robust approach to secure long-term management in perpetuity. In terms of essential mitigation compliance risk, it would also be preferable to contract with an organisation rather than an individual in cases of non-performance or default. The freehold is required in order to facilitate the</p>	N/A	Matter Not Agreed

Topic	Item number	Stuart Mee & Family comment (Landowner)	The Applicant's response	Document Reference	Status
			Applicant's preferred management regime with a competent authority.		
Pond (30 Acres field)	2.1.12	<p>The Landowner requested exact size and location of pond to be agreed with the Applicant.</p> <p>The Landowner is concerned and disappointed that the pond continues to be identified for permanent acquisition having previously made clear his willingness to explore the possibility of a stewardship arrangement whereby he could retain ownership of the land, albeit subject to certain restrictions and safeguarding measures, under an agreement which provides for an appropriate long-term maintenance regime.</p> <p>A mutual location is to be agreed between the parties. The Landowner is to provide a preferred location for the pond. The Landowner would like a protective provision to mitigate the impact with its location and design.</p>	<p>The Applicant has confirmed that there is a degree of flexibility around the exact position of the pond (Works No. E41 in Plot 39-09) which could be addressed during detailed design to ensure its final position minimised any conflict with farming activities.</p> <p>As essential mitigation, the Applicant's position in terms of long-term ownership and management is as above (item 2.1.11 Ecological Mitigation (2)).</p>	N/A	Matter Agreed* , <i>Landowner to present preferred location</i>
Replacement Open Space	2.1.13	Compulsory Acquisition of 11.9 Ha (29.4 ac) land at Hobbs Hole and transfer of freehold to Forestry England for replacement open space and ecological mitigation is a firm disagreement.	<p>The Applicant's full response can be seen in Comments on WRs Appendix F – Landowners.</p> <p>In summary, the Applicant understands the landowner's position but legally has to comply with the Planning Act 2008 (ss 131</p>	<p>Comments on WRs Appendix F – Landowners [REP2-051] Written Representation From Gateley</p>	Matter Not Agreed

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Topic	Item number	Stuart Mee & Family comment (Landowner)	The Applicant's response	Document Reference	Status
		<p>The Landowner strongly objecting to Compulsory Acquisition of his land for this purpose as alternatives exist which are less impactful upon him / his business and also reduce the overall loss of productive agricultural land (e.g. land at Hole Farm).</p> <p>There has been no negotiation between the Landowner, Forestry England or the Applicant on this matter.</p> <p>See Written Representations - Application Document REP1-437 and the Landowner's most recent representation response submitted before Deadline 3 for further detail and subsequently at Deadline 7 [REP7-258].</p>	<p>and 132 and also s135 re Crown Land).</p> <p>Details of replacement land rationale and proposals are contained in Planning Statement Appendix D – Open Space (see pages 50 to 57).</p> <p>The Applicant has provided a copy of the Thames Chase Open Space Survey Report (September 2022).</p> <p>the Applicant considers it inappropriate to ask Forestry England to liaise directly with the landowner, as it is the Applicant's role to liaise with both parties. Informal discussions may be possible in future but only if both parties agree.</p>	<p>Legal on Behalf of Stuart Mee, Richard James Mee and A. P. Mee [REP1-437]</p> <p>Planning Statement</p> <p>Appendix D – Open Space [REP7-136]</p> <p>Landowner's D7 Submission [REP7-258]</p>	
Ockendon Road - closure	2.1.14	<p>The DCO originally allowed a period of 19 months for the temporary closure of Ockendon Road for main works construction. This was strongly objected to by the Landowner owing to both the impact on (1) Manor Farm shop (which is likely to have to close as there are no access provisions for customers and delivery lorries) and also (2) the day to day farming operations as this road is the main access (with no viable alternative being provided as alternative is much</p>	<p>Streets Subject to Temporary Restrictions of Use Plans; and Road RNTM58 in Table 4.2 on page 51 of the outline Traffic Management Plan for Construction, indicate that some 150m of the Ockendon Road would need to be closed for around 19 months.</p> <p>However, the Applicant has since confirmed a reduction of this closure period to 10 months. This is secured in SACR-007 of the Stakeholder Actions and Commitment Register.</p>	<p>Streets Subject to Temporary Restrictions of Use Plans (Volume C) [Document Reference 2.8 Volume C (6)]</p> <p>Outline Traffic Management Plan for Construction [Document</p>	<p>Matter Agreed * Subject to completion of the draft legal agreement and SACR-028 and SACR-029.</p>

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Topic	Item number	Stuart Mee & Family comment (Landowner)	The Applicant's response	Document Reference	Status
		<p>longer and takes too much time) to eastern half of Manor Farm.</p> <p>The proposed diversion route is not suitable with the width restrictions down Pea Lane, large vehicle movement through South Ockendon and additional distance taken to over 50% of the farm.</p> <p>The reduction of closure length to 10 months is welcomed but does not alleviate the above concerns.</p> <p>The Landowner would like a legal agreement to deal with compensation and protective provisions to reduce the impact and accommodate continued use of the road.</p> <p>To mitigate the impact on the farm shop, the landowner is willing to enter into a legal agreement on how compensation will be dealt with.</p> <p>The landowner is unclear if access will be provided 24/7 for his operations or there will be temporary access during the day during certain hours. The landowner would like to understand this better and dealt with before detailed design so they can plan and prepare for the impact.</p>	<p>In addition, the Contractor is looking at ways to <i>possibly</i> reduce this further with an outcome hoped for before the end of Examination in December 2023.</p> <p>The Contractor will meet the landowner after its Stage 1 contract starts (<u>timing TBC</u>), to discuss the landowner's access requirements during construction. This will help further inform and advise the Traffic Management Plan. Such discussions would include diversions and signposting to the farm shop.</p> <p>The Applicant <u>has agreed to commit to the above approach in SACR-028 and to providing interim compensation for the farm shop in SACR-029, both of which are also included in the draft legal side agreement.</u></p>	<p><u>Reference 7.14 (9)</u>, <u>Stakeholder Actions and Commitments Register [Document Reference 7.21 (7)]</u>,</p>	
Grove Farm Listed Wall	2.1.15	The Landowner is concerned about a heritage asset/listed wall which is located on the route to a proposed	The Applicant understands the concerns relating to the Grade II listed "Former Gateway" at Groves	ES Chapter 6: Cultural	Matter <u>Agreed*</u>

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Topic	Item number	Stuart Mee & Family comment (Landowner)	The Applicant's response	Document Reference	Status
		<p>the Applicant compound and is keen to ensure that protective measures are put in place to avoid the wall being damaged during the construction phase of the project. There should be no doubt over the potential criminal liability for NH or its contractors should damage be caused to the heritage asset/listed wall by the project proposals.</p> <p>The Landowner does not want liability for damage to the wall caused by the Applicant's contractors and this must be documented and provide a protective provision or separate legal agreement.</p>	<p>Barns (asset ID LB64 in Application Documents). ES Chapter 6: Cultural Heritage and ES Appendix 6.10: Assessment Tables, include assessment of potential impacts to this asset from the Project.</p> <p>This concluded an impact of no change and neutral significance of effect for both the construction and operation phases. The existing access track to the north of the asset is proposed as a secondary construction access route; the main construction access would be located adjacent to the main alignment. Multi-utility works would also be undertaken in the existing access track. No physical impact would occur to the asset as a result of these works, including as a result of vibration. The methodology for assessing construction vibration, presented in ES Chapter 12: Noise and Vibration, states that research has indicated there would not be vibration impacts on sensitive receptors from general construction activities. Good practice mitigation measures during construction would be implemented to ensure the asset is not damaged and are included in the REAC. The REAC forms part of</p>	<p>Heritage [REP4-116]</p> <p>ES Appendix 6.10: Assessment Tables [AS-052]</p> <p>ES Chapter 12: Noise and Vibration [APP-150]</p> <p>ES Appendix 2.2: Code of Construction Practice [Document Reference 6.3 ES Appendix 2.2 (9)]</p>	<p><i>Subject to detailed design.</i></p>

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Topic	Item number	Stuart Mee & Family comment (Landowner)	The Applicant's response	Document Reference	Status
			ES Appendix 2.2: Code of Construction Practice.		
Retaining Wall Plot 39-72 (adjoining the LTC Alignment and "The Wilderness")	2.1.16	The Landowner supports, in principle, the landscaping proposals and retaining wall. This is on the assumption that they constitute a planting bund / embankment feature for the purpose of noise and/or landscape impact mitigation which is intended to minimise any adverse effects arising from the the Applicant project to Grove Farm buildings. The concern is lack of the detail on design and request that a specification of the landscaping proposals could be supplied for the Landowner to review and consideration.	Detailed design will not be available until the detailed design phase undertaken by the Contractor. The outline design is shown in Engineering Drawings and Sections Volume A (Sheet 12); and General Arrangement Plans Volume C (Sheet 39).	Engineering Drawings and Sections Volume A (Sheet 12) [Document Reference 2.9 Volume A (6)], General Arrangement Plans Volume C (Sheet 39) [Document Reference 2.5 Volume C (6)],	Matter Agreed* , <i>Pending detailed design stage</i>
Field Drainage Land Restoration	2.1.17	The Landowner's farmland where it interlinks with the Applicant is drained via an expansive and intricate field drainage system which is going to be severed as a consequence of the construction of the Applicant's project. This existing system is required to be re-engineered in order to continue functioning which presents a number of logistical and timing issues. A suitable design solution which secures separate drainage systems for the fields in this location and the	If an existing land drainage scheme is interrupted during the works or where a new connection is required because the undertaker's works have severed private drainage, then this will be dealt with as a compensation matter pursuant to article 35 of the draft DCO (see in particular article 35(6)). The purpose of article 5 of the draft DCO is to make it clear that any realignment of drainage or other works to that system that are carried out as part of the Project does not	Draft DCO [Document Reference 3.1 (11)],	Matter Agreed* <i>Subject to detailed design,</i>

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Topic	Item number	Stuart Mee & Family comment (Landowner)	The Applicant's response	Document Reference	Status
		<p>proposed Applicant's carriageway is needed, as well as a clear plan for the management of the interface between the works to install both systems.</p> <p>Landowner wishes for this analysis to commence in the near future with MWC and for the Applicant to provide a protective provision to ensure the drains continue to function post construction and compensation is provided for any loss during construction.</p> <p>The landowner would like commitment that the applicant will commence detailed design on this 12 months from DCO consent.</p>	<p>affect the existing allocation of responsibility for maintenance of those drains unless it is agreed between the Applicant and the responsible party. It is not intended to deal with drainage systems outside the Order Limits.</p> <p>The Application set out in detail the provisions in the DCO relating to the restoration of land including drainage. It is recognised that this will not be sufficiently detailed to provide a design for land drainage works at each specific location.</p> <p>Generally, the drainage specification requires existing adjacent land and field drainage severed by new works to be reinstated. In general, these need to stay separate from the highways drainage system; they would be expected to use the same outfalls as they do at present. If that is no longer feasible, the Applicant can look to create a new connection into the highways ditches as it is no longer acceptable to allow third-party drainage to directly connect to highways drainage pipe systems.</p>		
Land on embankments for tree	2.1.18	The Landowner wishes to retain ownership of this land which has	Plots 39-02, 39-08 and 40-21 Comments as above under item 2.1.11 – 'Ecological Mitigation (2)'. .	N/A	Matter Not Agreed

Topic	Item number	Stuart Mee & Family comment (Landowner)	The Applicant's response	Document Reference	Status
planting / screening to south LTC alignment in 'Redcrofts'		been identified for permanent acquisition.			
Severed land between M25 and the Applicant northbound slip-road (N&S of Ockendon Rd)	2.1.19	It was originally thought this could possibly be returned to agriculture post construction. The Landowner has identified that part of the land (Plot 43-06) is flat measuring approx. 5 acres and does not need be taken on a permanent basis but only on a temporary one. The landowner agrees that some of the land in this plot is required permanently for tree planting, earthworks, balancing pond and a maintenance access road. However, a large section of this parcel has none of these designations. The landowner requires long term ownership and management of the land that does not have any designations as it can continue to be farmed commercially.	The Applicant has since confirmed that this land (Plots 43-06 and 42-32 <i>et al.</i>) will be required permanently for tree planting, earthworks, balancing pond and a maintenance access road. Consequently, the land will not be suitable for arable farming or grazing and will be permanently retained by the Applicant.	N/A	Matter Not Agreed
Development Option at South Ockendon	2.1.20	The Landowner is the owner of land at South Ockendon – this land, together with land owned by neighbouring landowners, is under option with Bellway Homes Limited (Bellway).	Please refer to Strutt and Parker's Written Representations on behalf of Bellway Homes Ltd, and the Applicant's comments thereon, as set out in Comments on WRs Appendix F – Landowners.	Written Representation by Strutt and Parker on behalf of Bellway	Matter Agreed* <i>Subject to detailed design</i>

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The Applicant agrees to consider the landowner's request further on a no-obligation basis but stresses this must be done in the context of the Applicant's comments under item 2.1.11 above.

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Topic	Item number	Stuart Mee & Family comment (Landowner)	The Applicant's response	Document Reference	Status
		The landowner is aware that Bellway have responded and in communication with the Applicant and endorses the points which they make in relation to the Application, details of which have been outlined in the Representation submitted by Strutt & Parker on Bellway's behalf.	See also Section 3.2 of Post Event Submissions including Written Submissions of Oral Comments for CAH5 submitted at Deadline 8	Homes Ltd [REP1-312] Comments on WRs Appendix F – Landowners [REP2-051] Post-event submissions, including written submission of oral comments, for CAH5 [Document Reference 9.186]	
Bat Boxes	2.1.21	Owing to potential impact on fishing tenant, the Landowner has requested that detail of location and access arrangements to be mutually agreed with the Landowner.	The Applicant has indicated the location of the two bat boxes in ES Figure 2.4: Environmental Masterplan Section 13 (Sheets 9 & 10). The Applicant and the Contractor will liaise closely on the logistics and arrangements of such access at the detailed design stage.	ES Figure 2.4: Environmental Masterplan Section 13 (9 of 10) [Document Reference 6.2 ES Figure 2.4 Section 13 (3)]	Matter Agreed*

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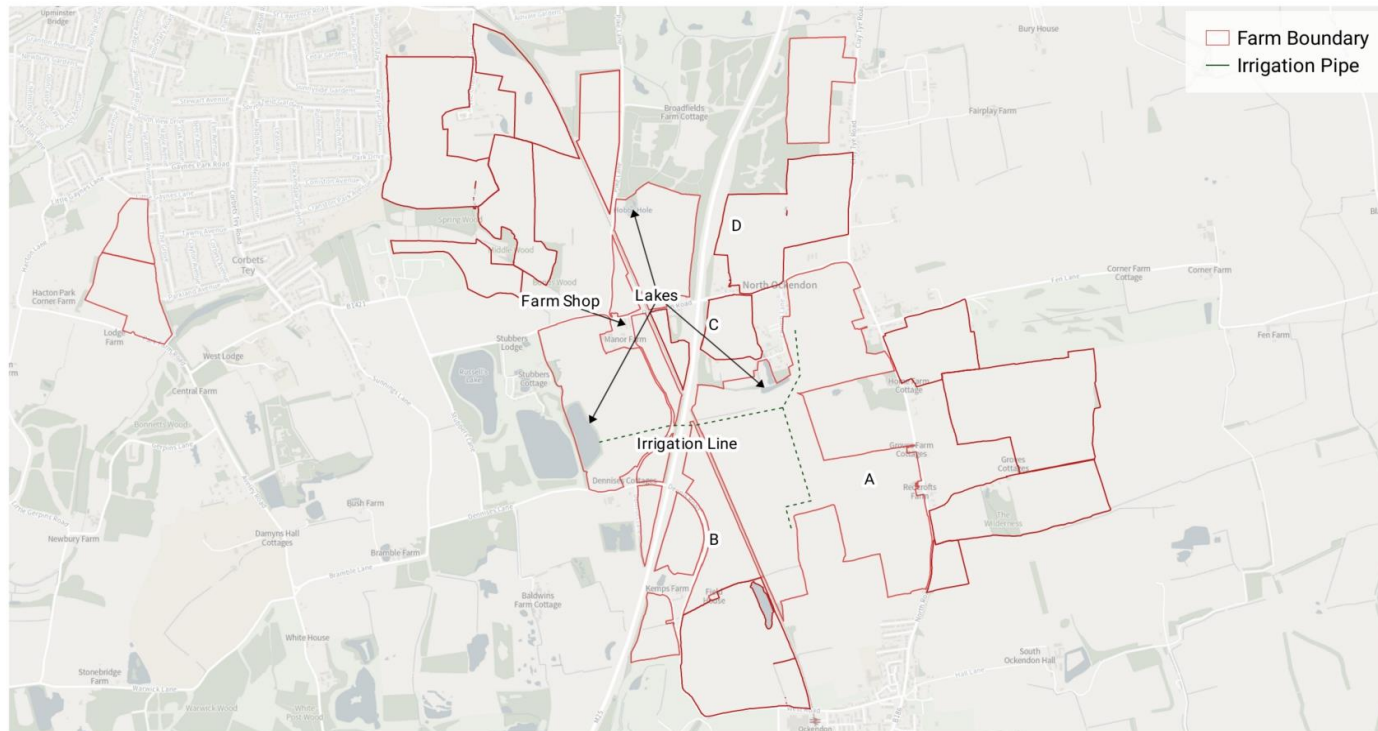
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2.2 Notes

- 2.2.1 The following plans below were provided by the Landowner.
- 2.2.2 On plans 6-14, the black arrow is the access route to the agricultural land which is outlined in purple.

Plate 2.1 PLAN 1 (Manor Farm - Location Plan)



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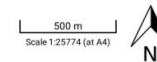


Plate 2.2 PLAN 2

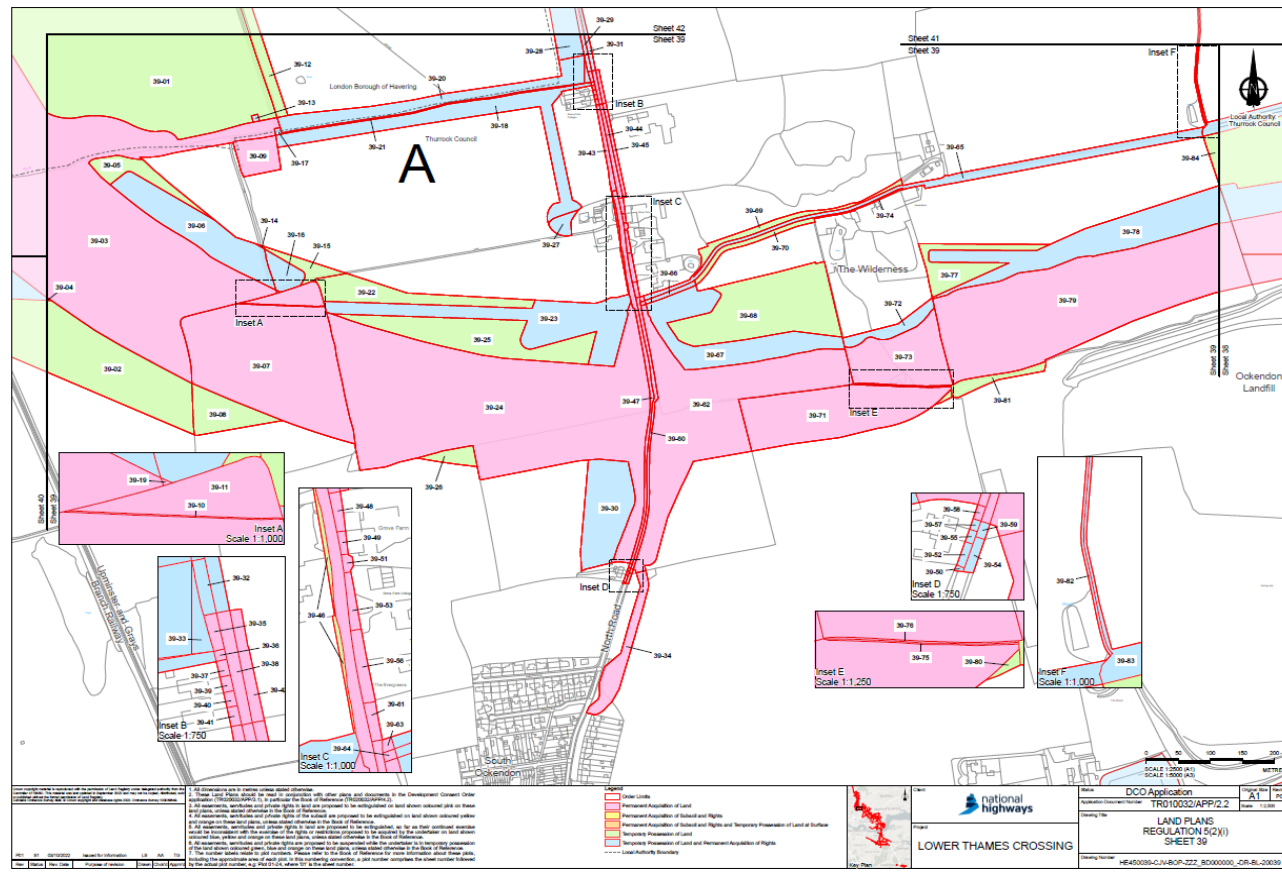


Plate 2.3 PLAN 3

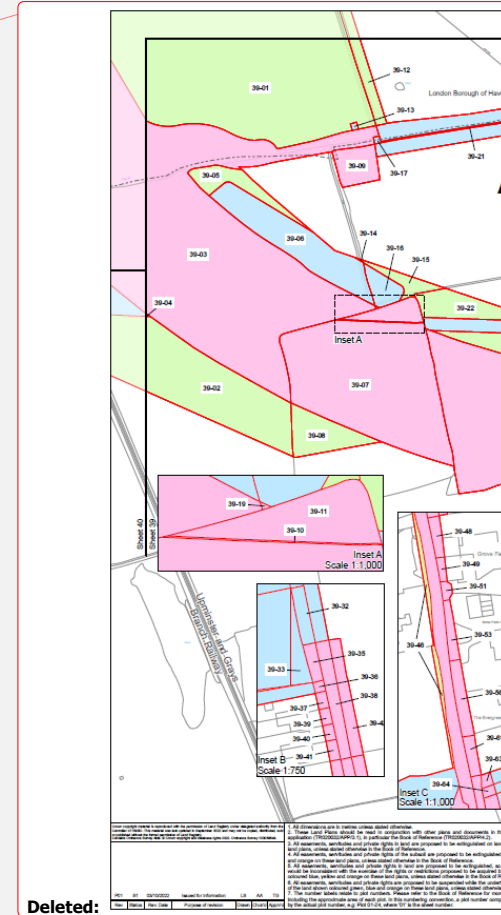
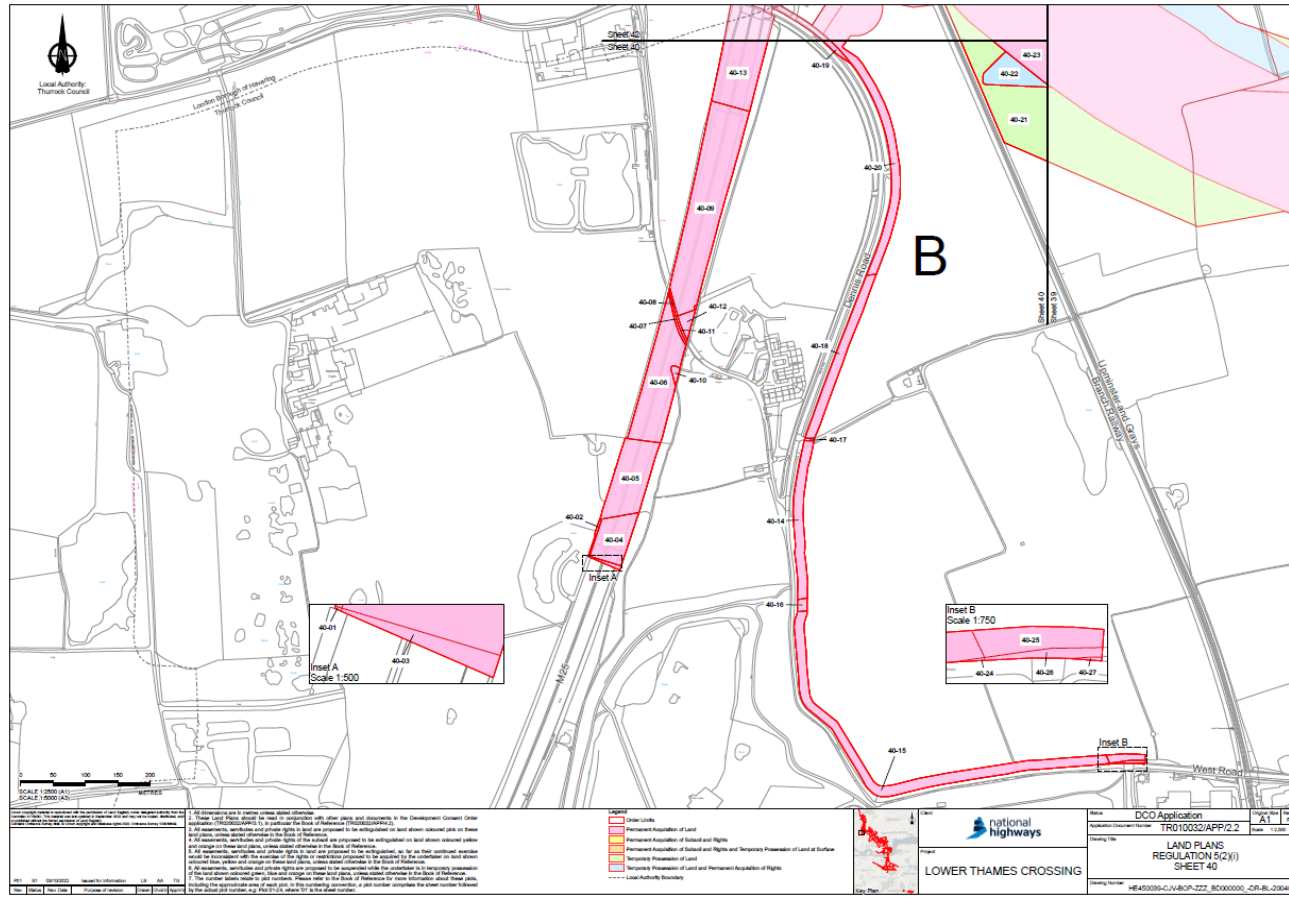


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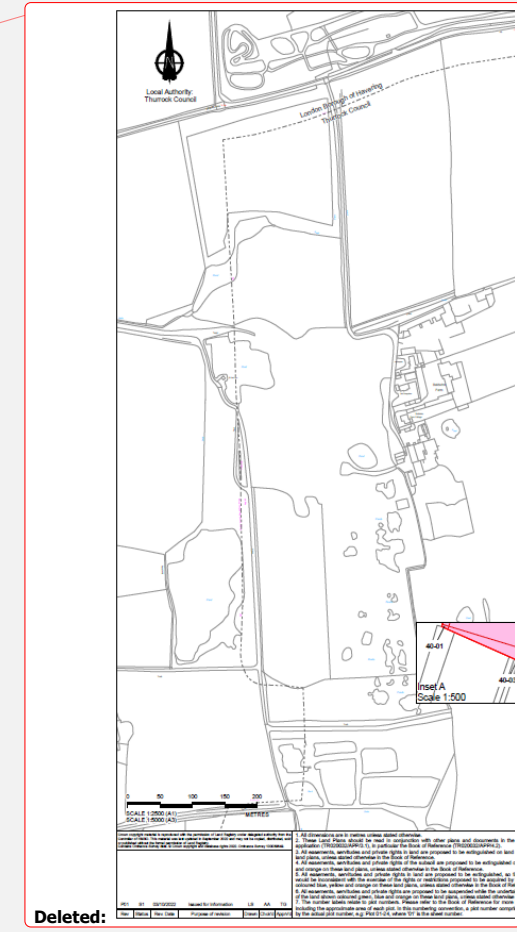
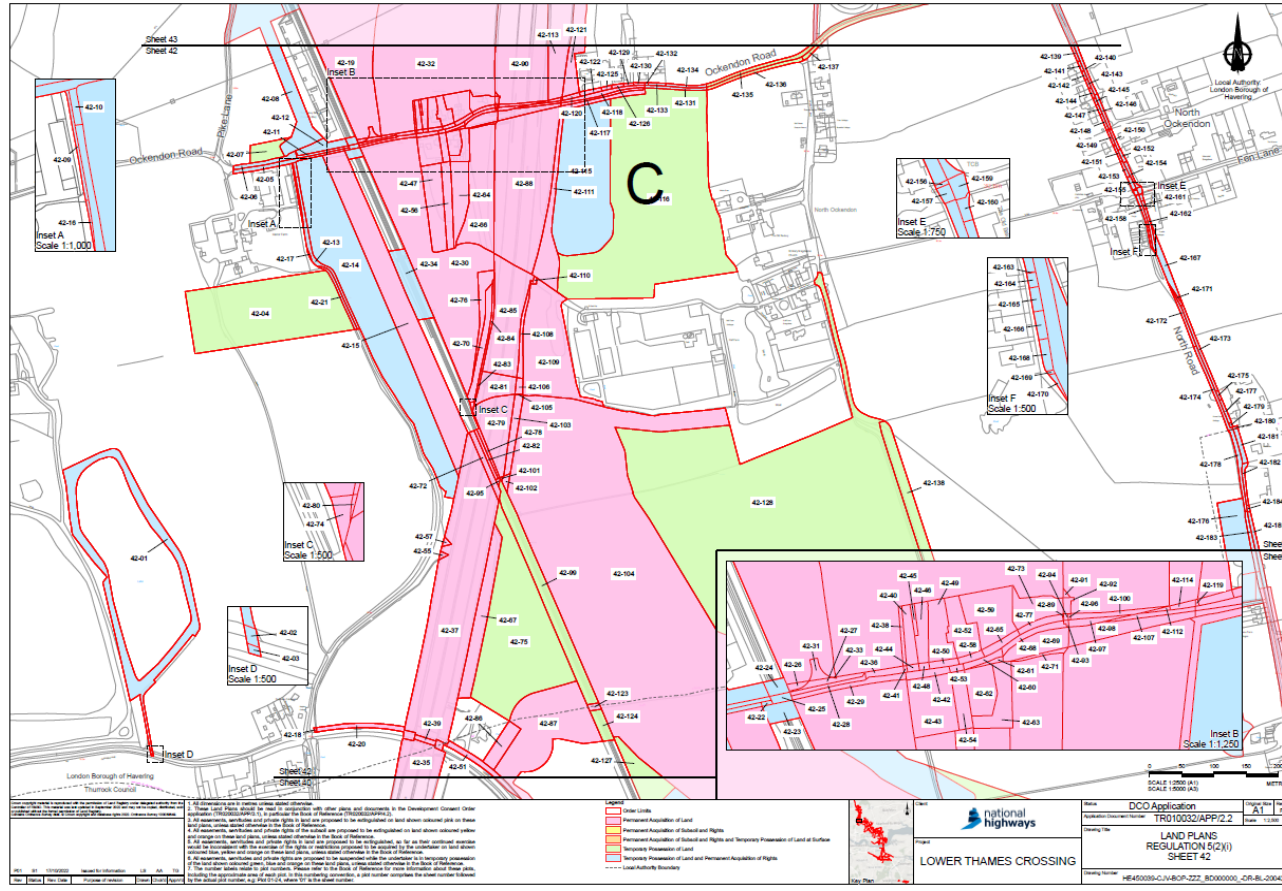
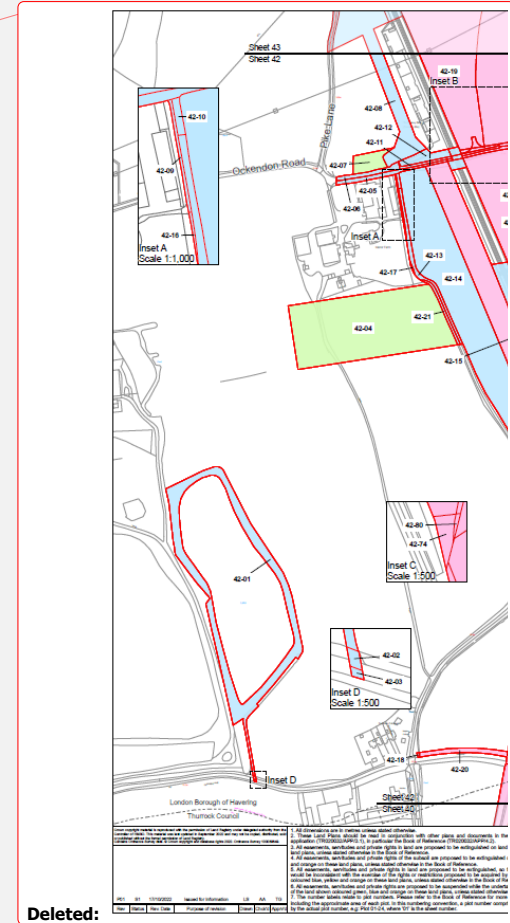
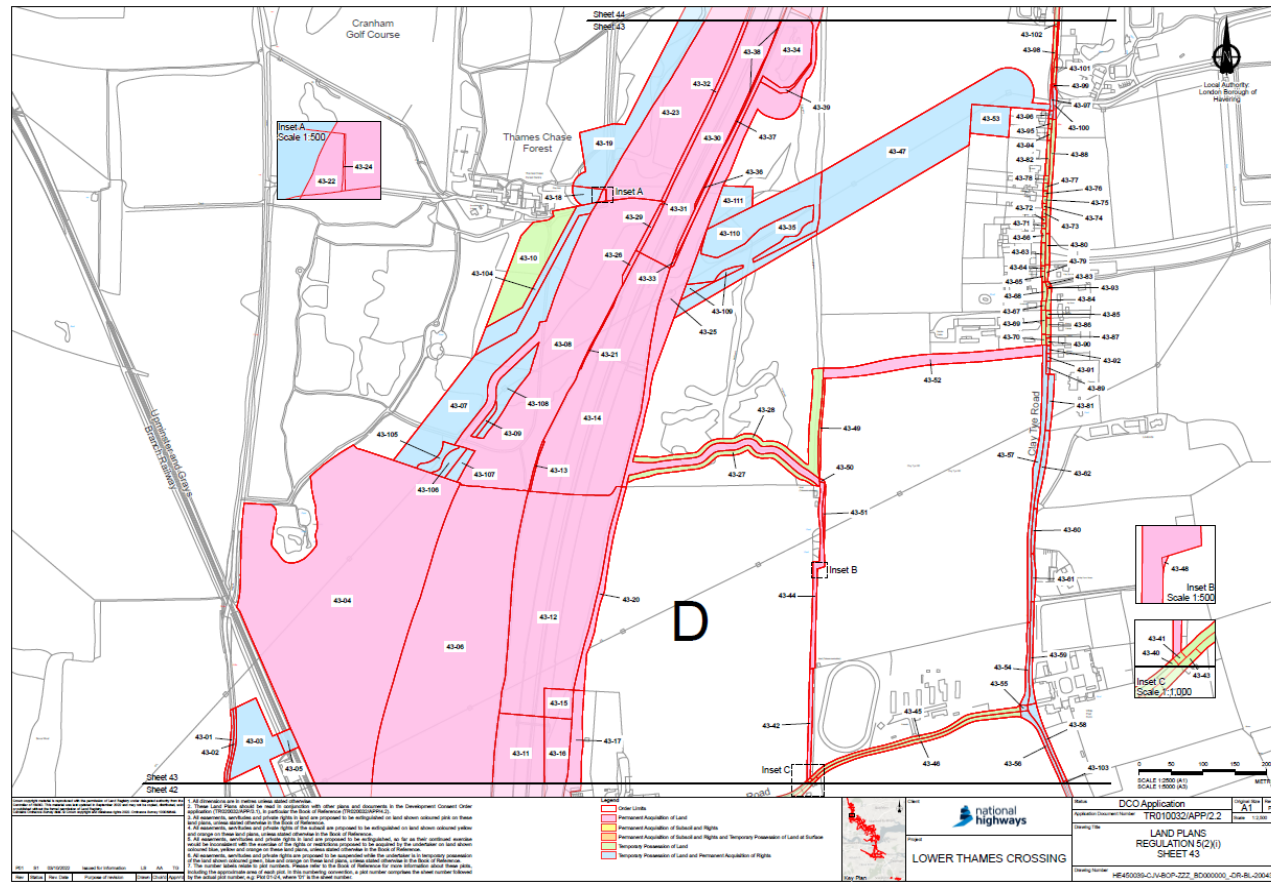
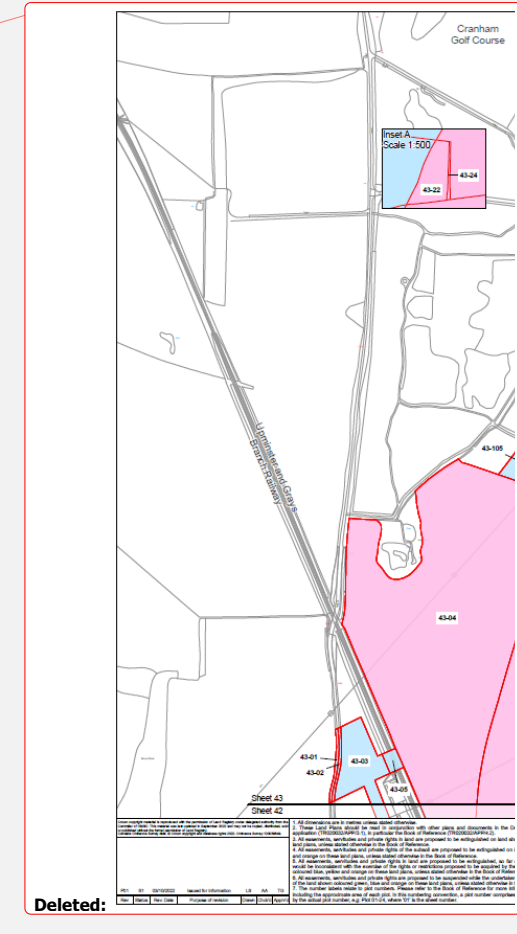
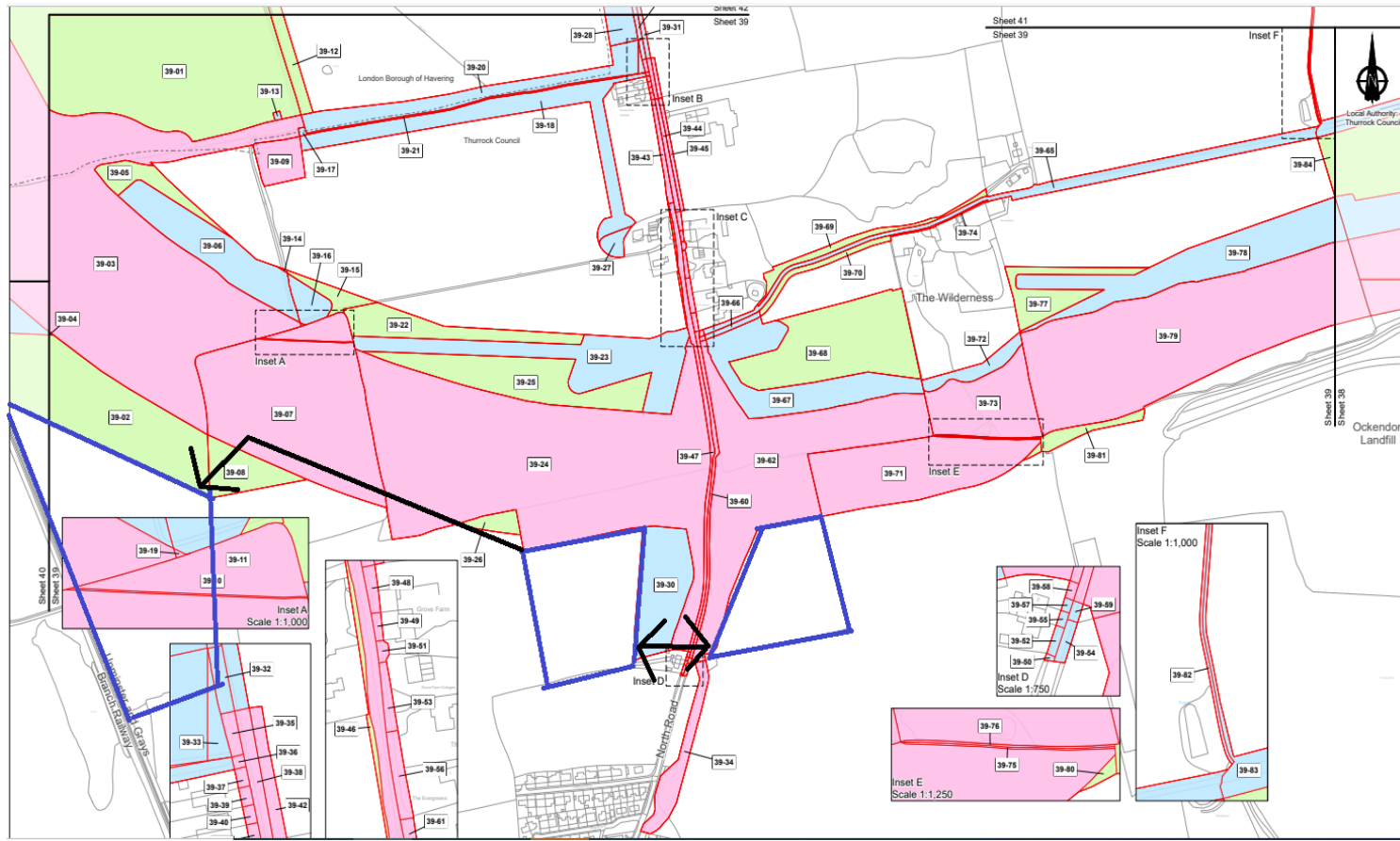


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Plate 2.6 PLAN 6



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Plate 2.7 PLAN 7

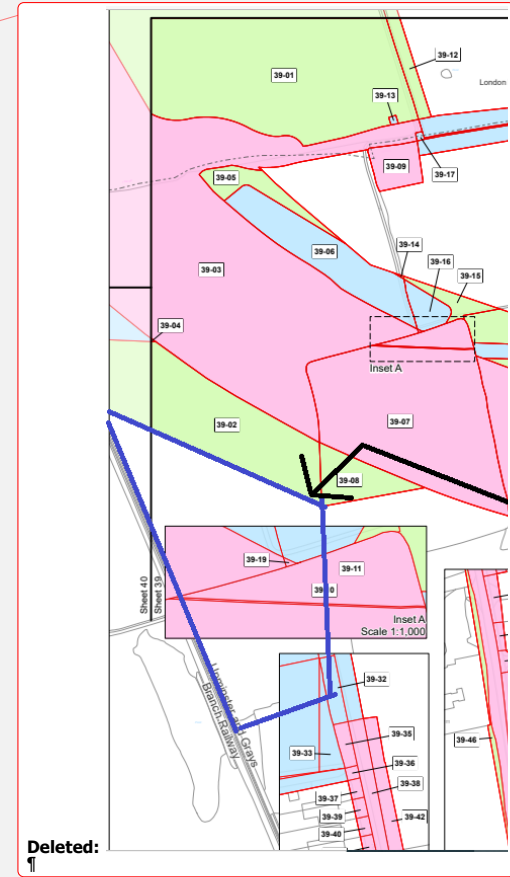
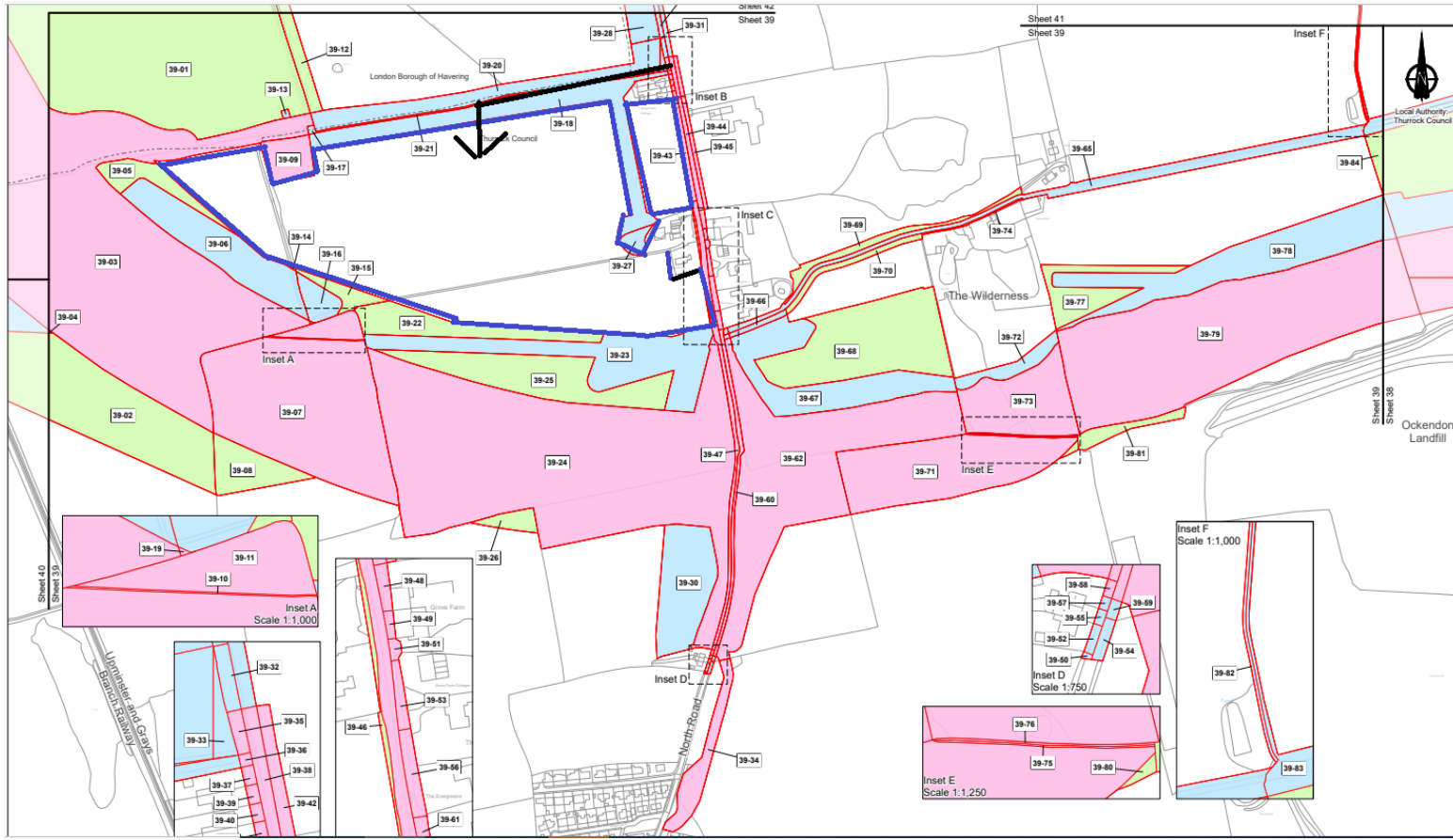


Plate 2.8 PLAN 8

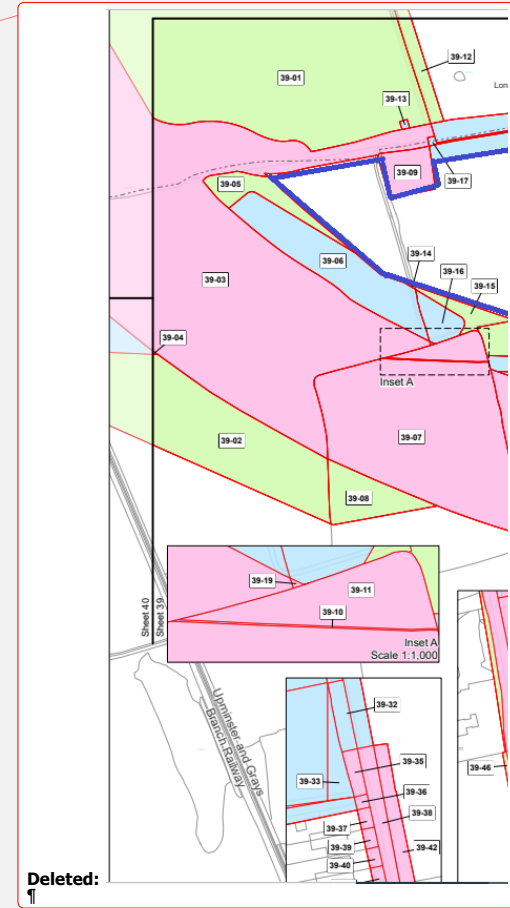
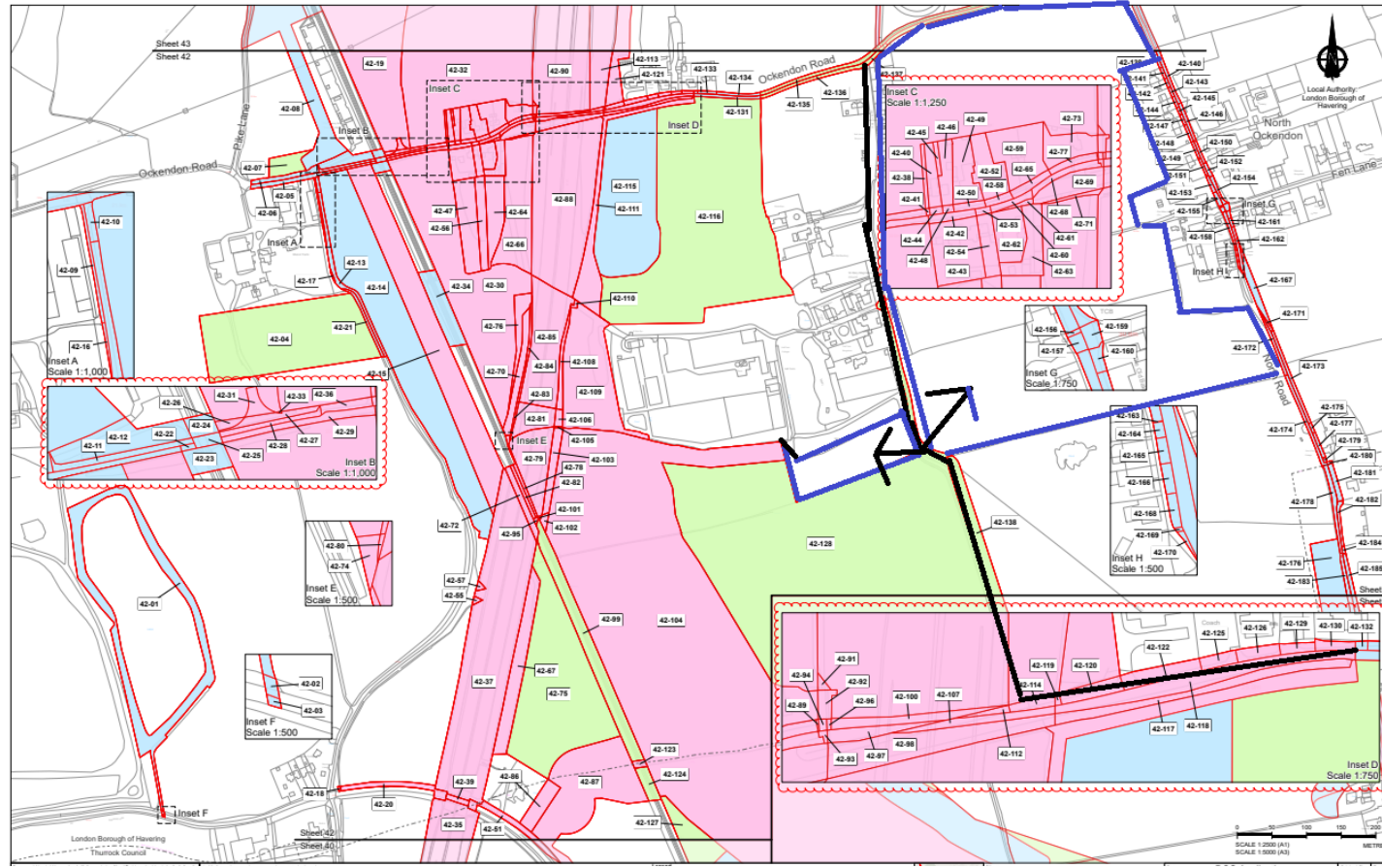


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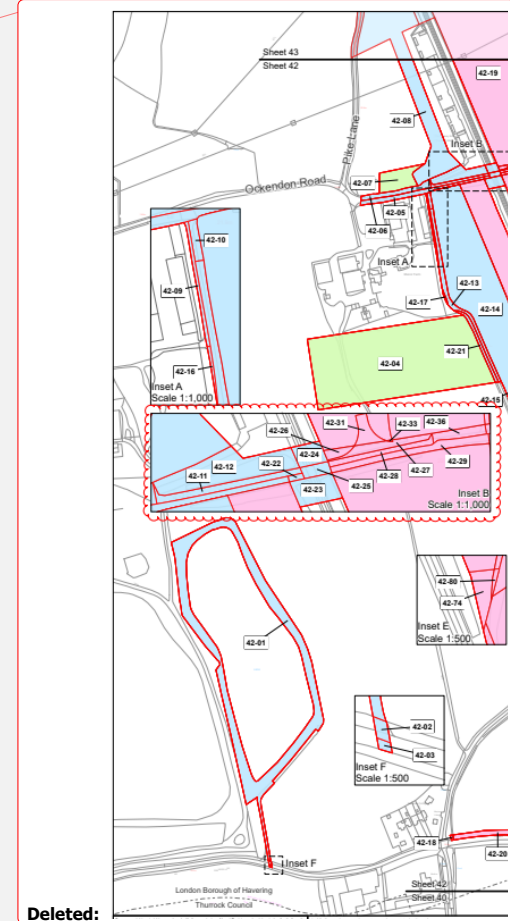
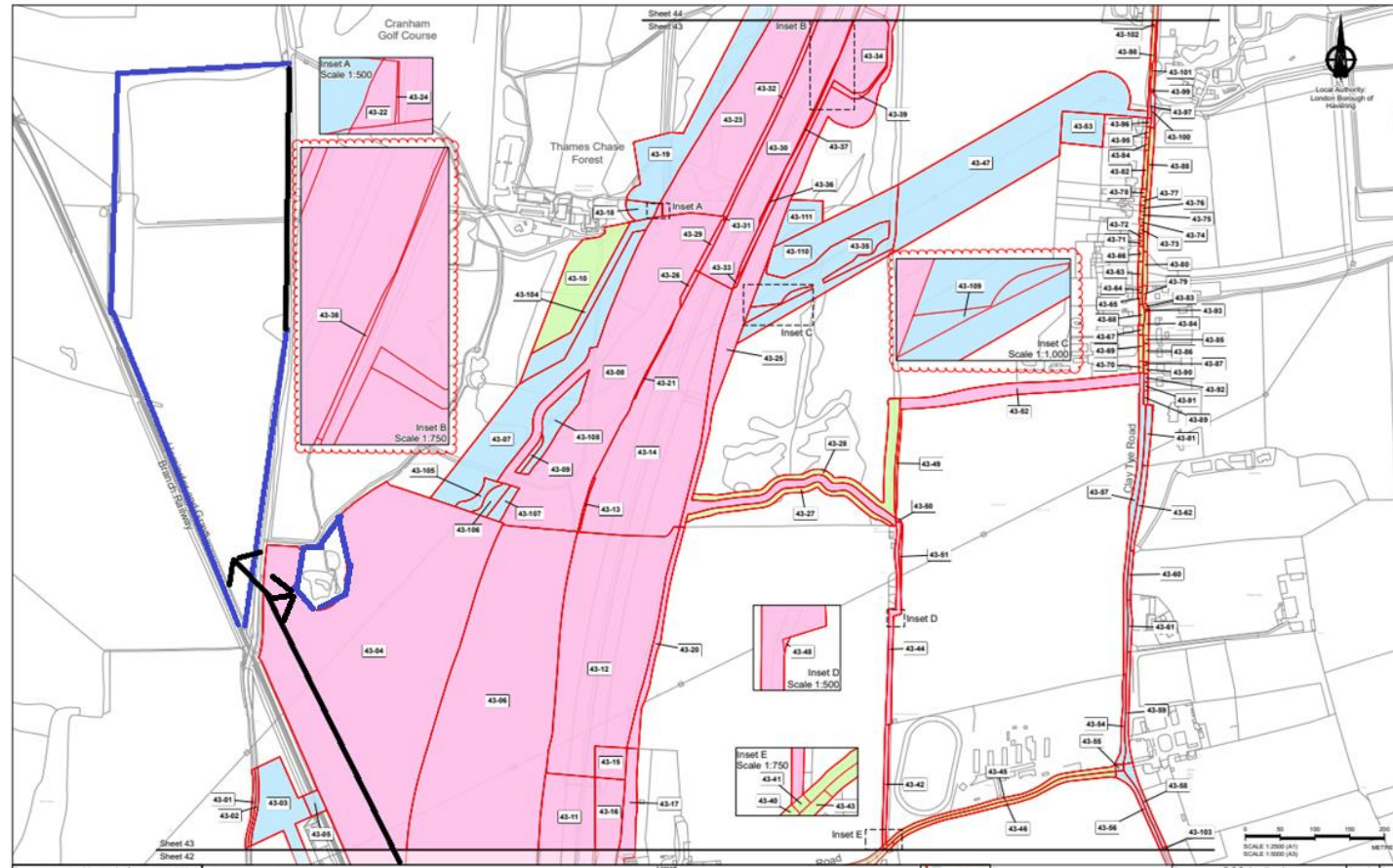


Plate 2.10 PLAN 10

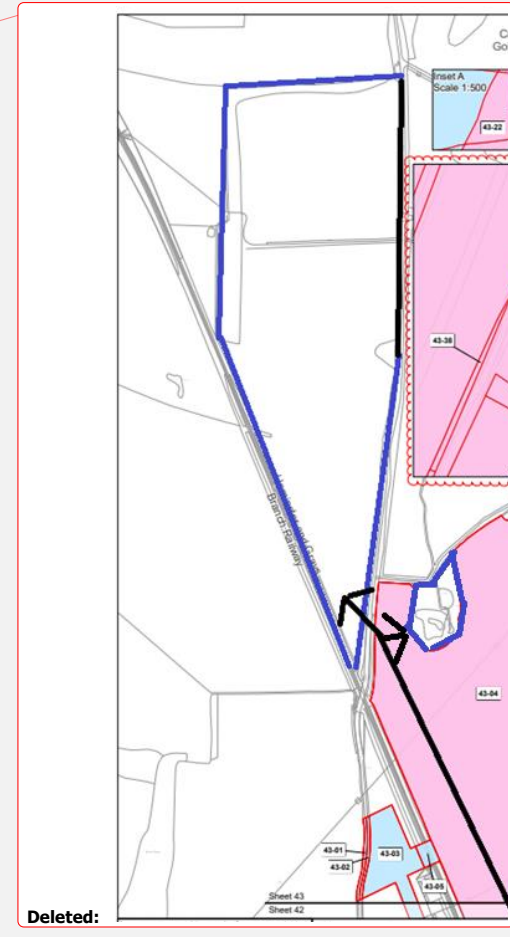
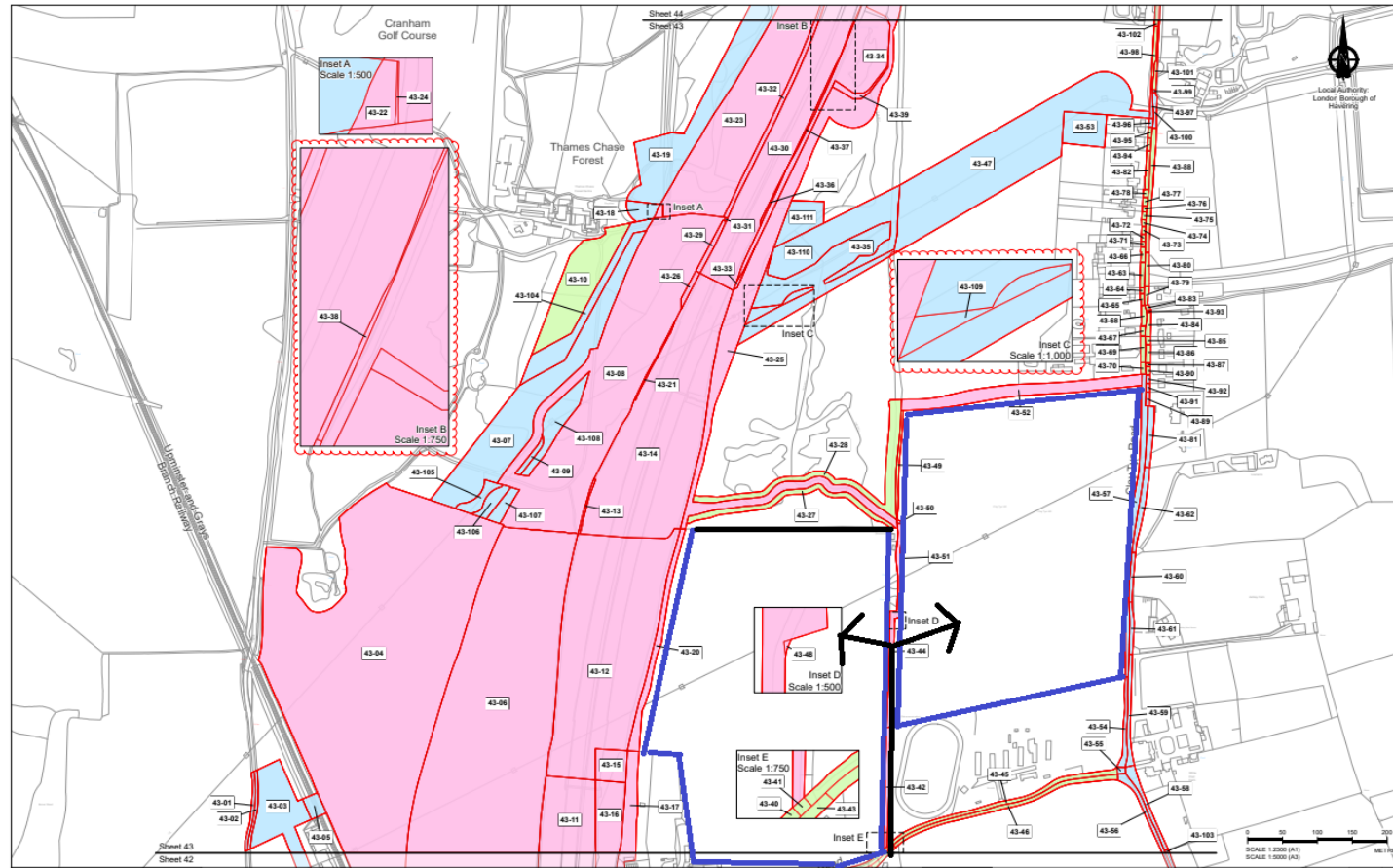


Plate 2.11 PLAN 11

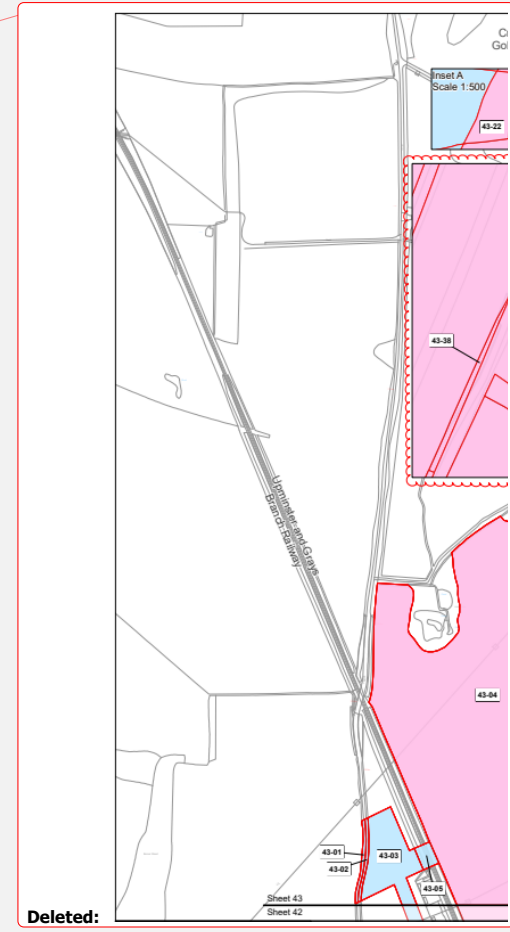
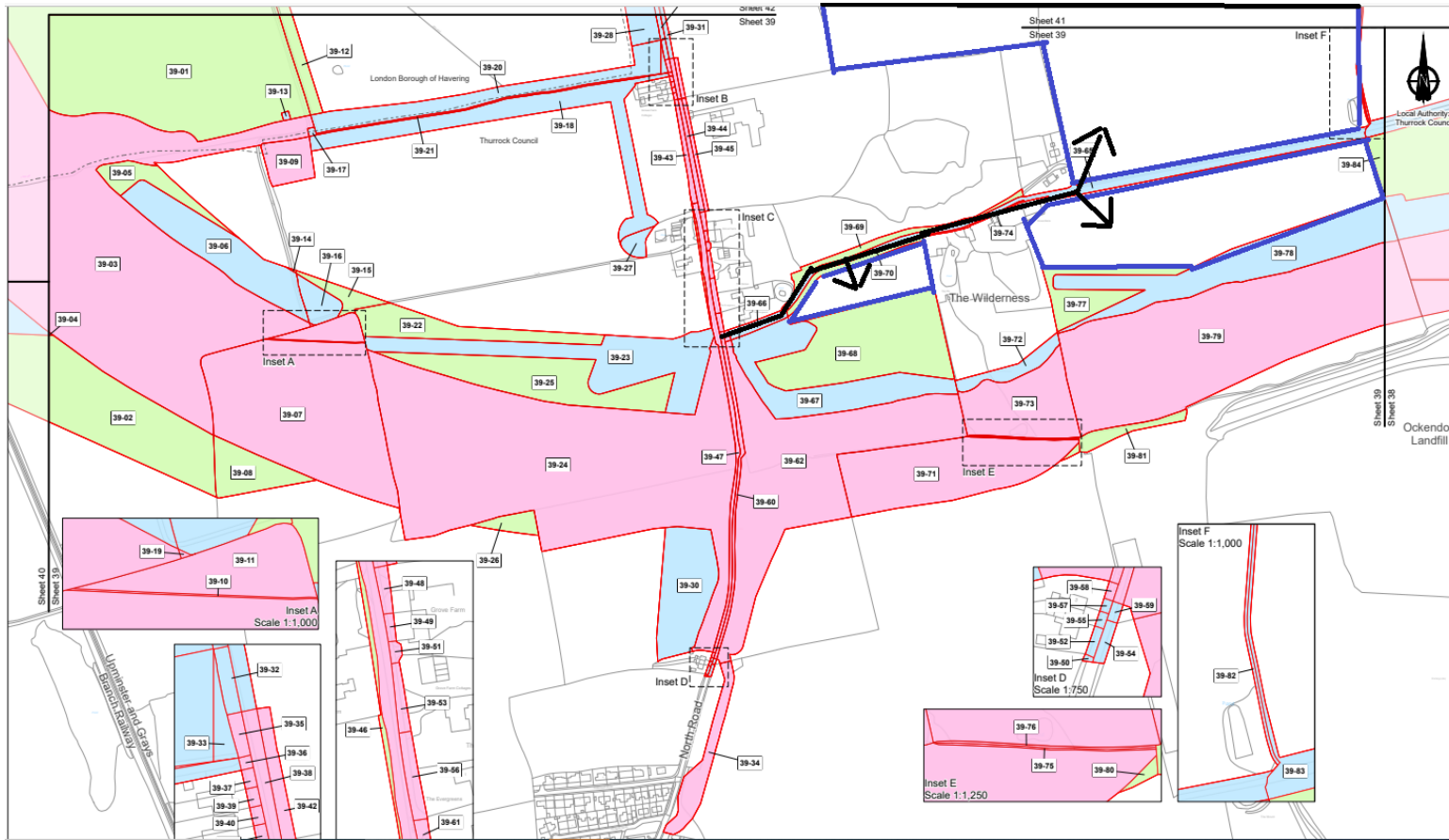


Plate 2.12 PLAN 12

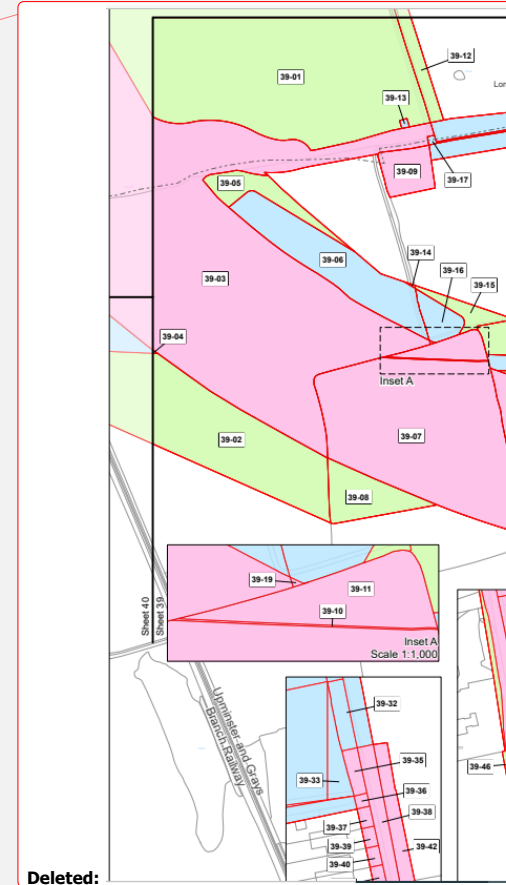
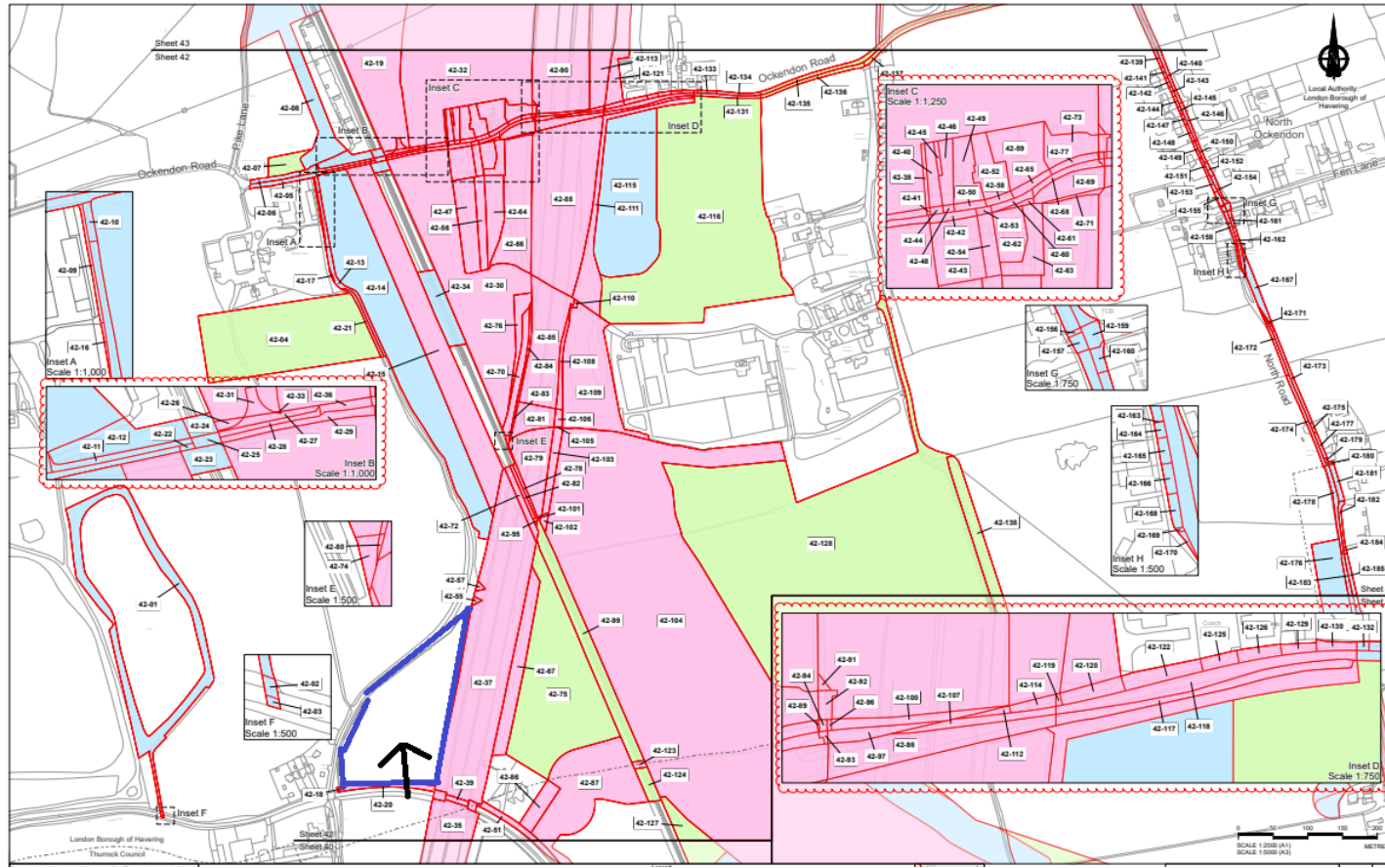
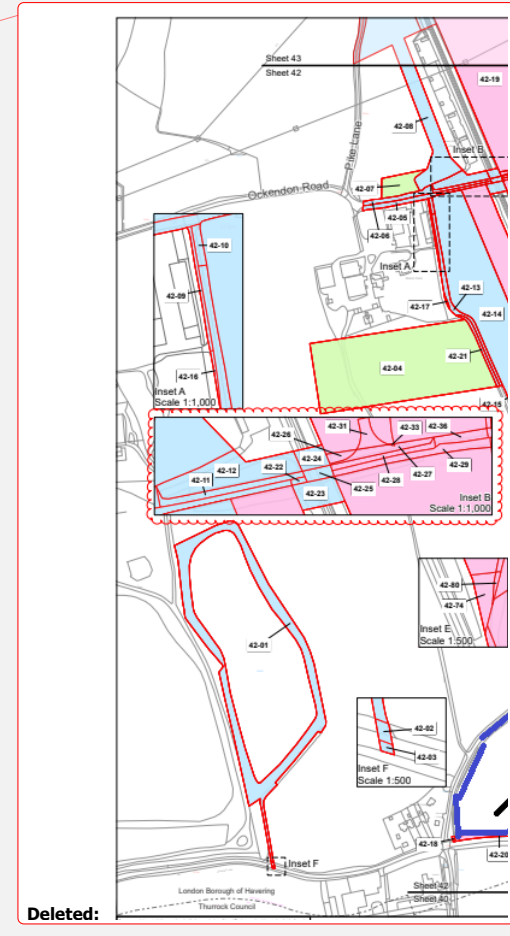
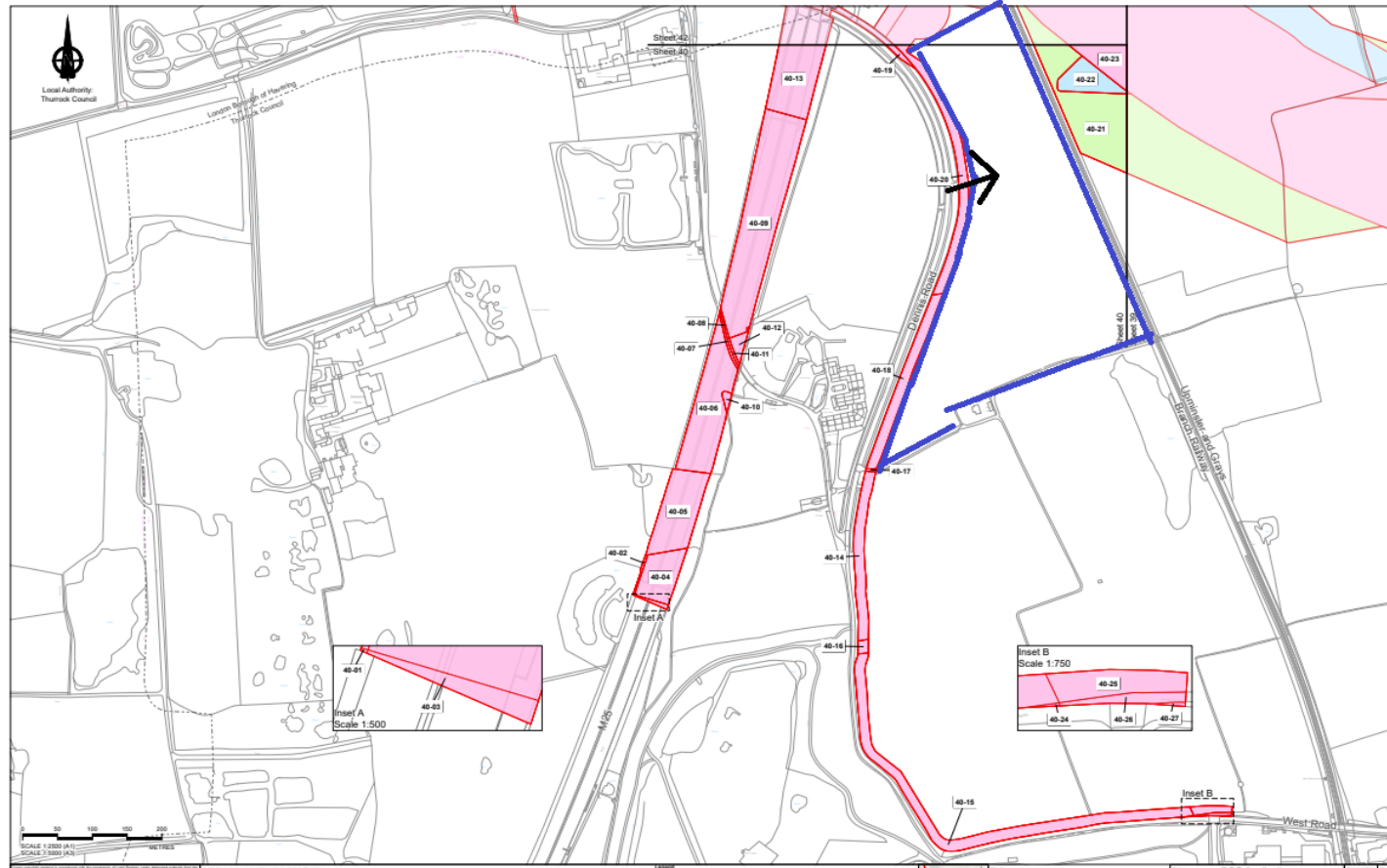


Plate 2.13 PLAN 13



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Plate 2.14 PLAN 14

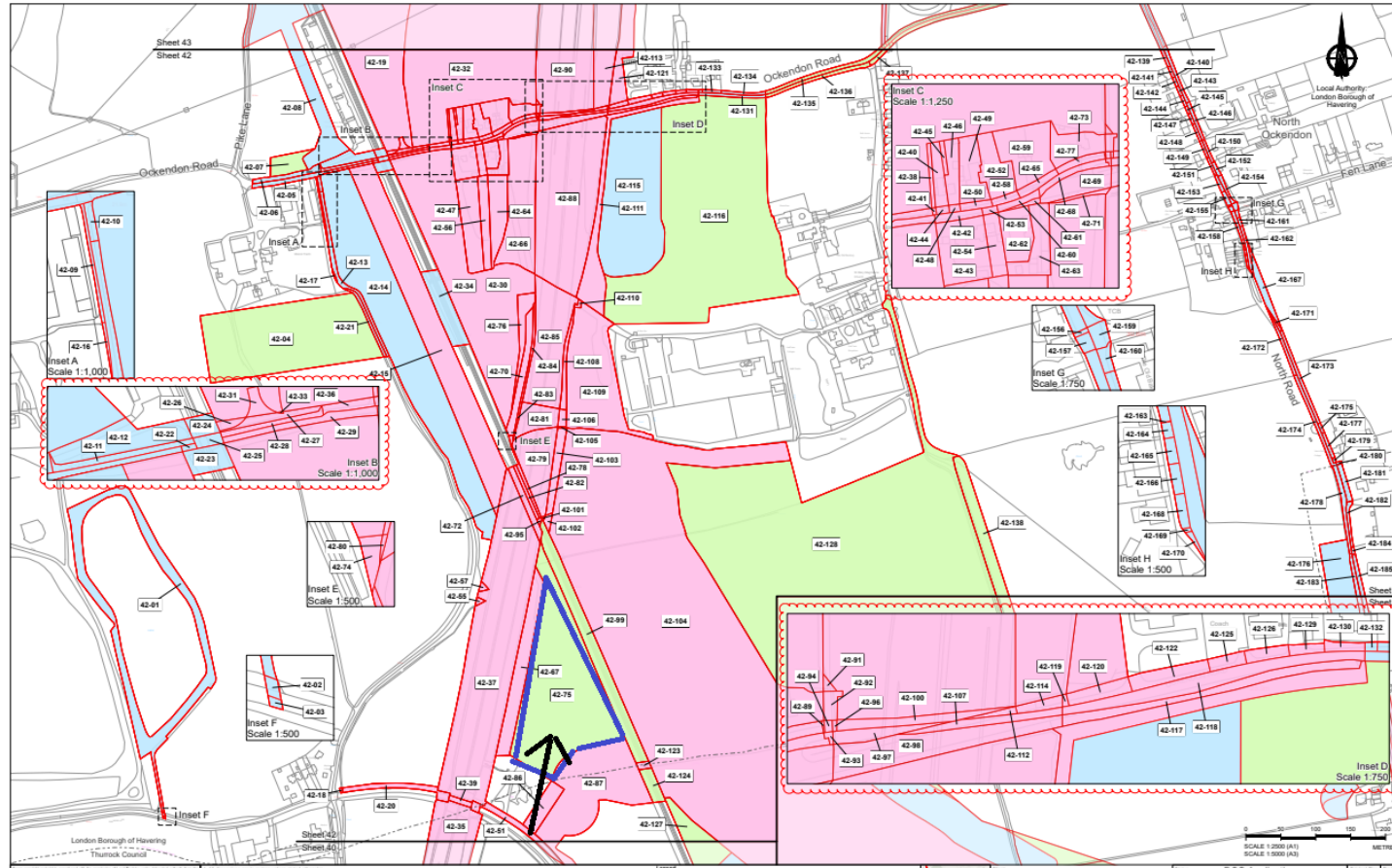
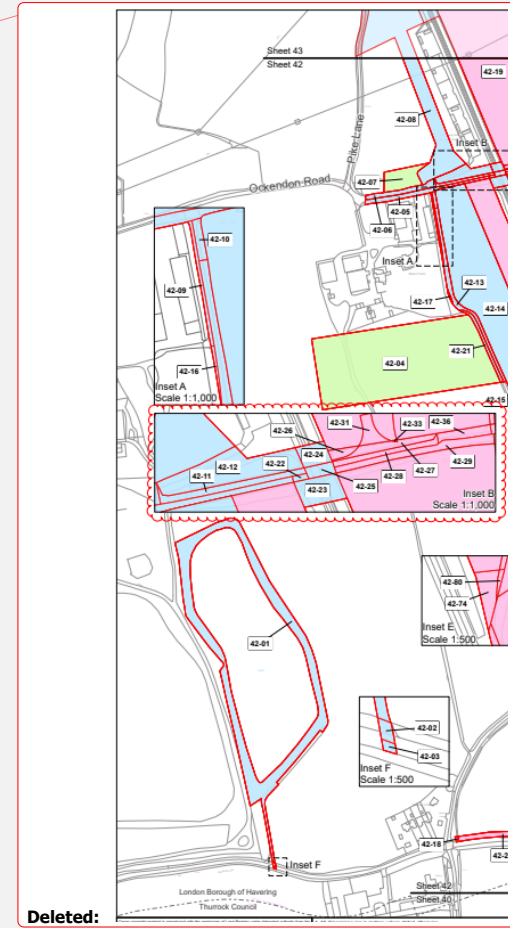
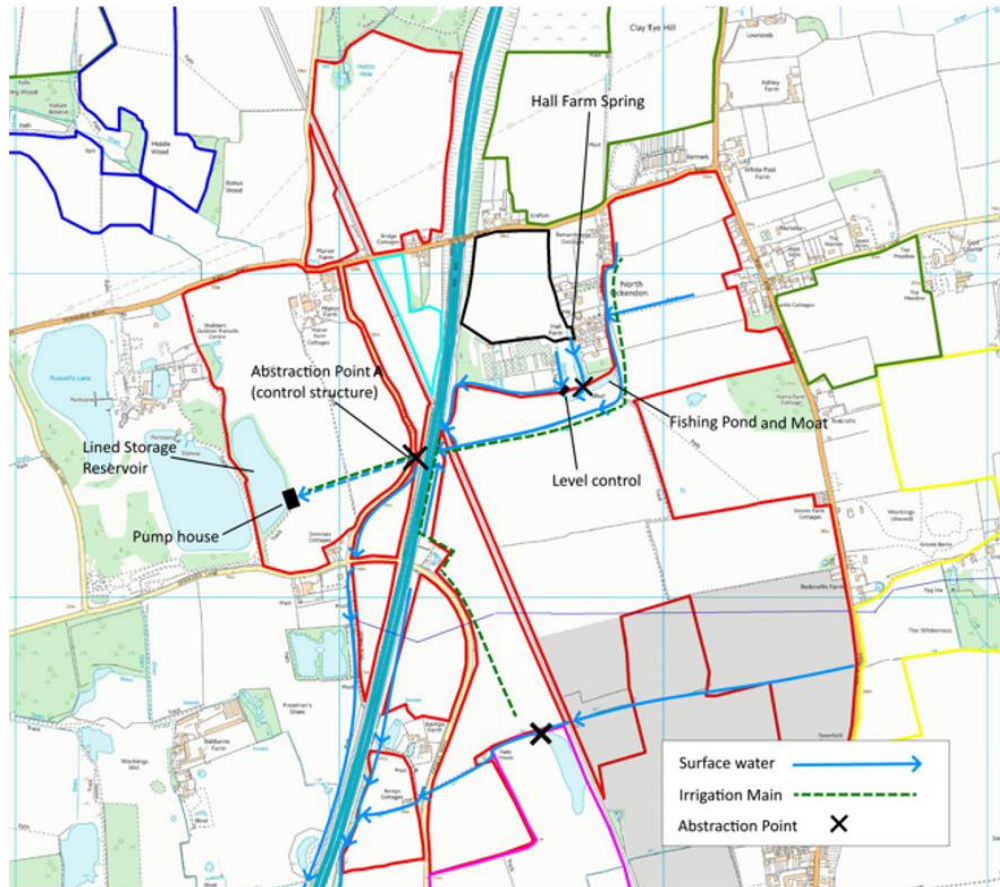


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Appendix A List of engagement activities

- A.1.1 A detailed record of all engagement between (1) the Applicant and (2) the landowner in relation to the matters addressed in this SoCG is available in the Book of Reference **Document Reference 4.2 (8)**,

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Appendix B Glossary

Term	Abbreviation	Explanation
Design Manual for Roads and Bridges	DMRB	A comprehensive manual which contains requirements, advice and other published documents relating to works on motorway and all-purpose trunk roads for which one of the Overseeing Organisations (National Highways, Transport Scotland, the Welsh Government or the Department for Regional Development (Northern Ireland)) is the highway authority. For the A122 Lower Thames Crossing, the Overseeing Organisation is National Highways.
Development Consent Order	DCO	Means of obtaining permission for developments categorised as Nationally Significant Infrastructure Projects (NSIP) under the Planning Act 2008.
Environmental Statement	ES	A document produced to support an application for development consent that is subject to Environmental Impact Assessment (EIA), which sets out the likely impacts on the environment arising from the proposed development.
Public Right of Way	PRoW	A right possessed by the public to pass along routes over land at all times. Although the land may be owned by a private individual, the public may still gain access across that land along a specific route. The mode of transport allowed differs according to the type of Public Right of Way, which can consist of footpaths, bridleways and open and restricted byways.
Register of Environmental Actions and Commitments	REAC	The REAC identifies the environmental commitments that would be implemented during the construction and operational phases of the Project if the Development Consent Order is granted, and forms part of the Code of Construction Practice (ES Appendix 2.2).
Statement of Common Ground	SoCG	A Statement of Common Ground is a written statement containing factual information about the proposal which is the subject of the appeal that the appellant reasonably considers will not be disputed by the local planning authority.
Walkers, cyclists and horse riders	WCH	Walkers, cyclists and horse riders.

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