

**A47/A11 Thickthorn Junction**  
**Scheme Number: TR010037**

**Volume 9**  
**9.31 Statutory Undertakers Schedule**

The Infrastructure Planning (Examination Procedure) Rules 2010

Planning Act 2008

March 2022

Deadline 9

Infrastructure Planning

Planning Act 2008

**The Infrastructure Planning  
(Examination Procedure) Rules 2010**

**A47/A11 Thickthorn Junction  
Development Consent Order 202[x]**

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**STATUTORY UNDERTAKERS SCHEDULE - DEADLINE 9**

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## **1 INTRODUCTION**

- 1.1.1 The Development Consent Order (DCO) application for the A47/A11 Thickthorn Junction scheme was submitted on 31 March 2021 and accepted for examination on 28 April 2021.
- 1.1.2 This Schedule identifies the status of negotiations with affected statutory undertakers and sets out whether the tests in Section 127 (Table 1.1) and Section 138 (Table 1.2) of the Planning Act 2008 are met.

Table 1.1: Section 127 Planning Act 2008 – Statutory Undertakers' Land/Rights

Statutory Undertaker name	Nature of the undertaking	Land/Rights Affected	In relation to land, whether and if so, how the tests in s127(3)(a) or (b) can be met	In relation to rights, whether and if so, how the tests in s127(6)(a) or (b) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representatio n(s) withdrawn in whole or part
Anglian Water Services Limited	Utilities	<p><b>Category 2 Interest</b></p> <p><b>Permanent Acquisition</b></p> <p>(a) 1/1a, 3/1a, 3/2a, 3/3d, 3/3k, 3/4a, 3/6b, 3/6c, 3/6d, 3/7a, 3/8b, 4/1a, 4/2a, 4/2b, 5/1a, 5/4a, 5/4b, 6/1a, 6/2a, 6/2c, 6/3b, 6/3c, 6/3d, 6/3e, 7/1b, 7/3a, 7/5a, 7/5b, 7/5c, 7/5d, 7/7a, 7/8a, 7/8d</p> <p><b>Temporary</b></p> <p>(b) 2/2a, 3/2b, 3/3c, 3/3g, 3/7b, 3/8a, 3/8e, 3/8g 6/3a, 6/3f, 7/2a, 7/7c, 7/7e, 7/8b, 7/11a</p> <p><b>Acquisition of Rights</b></p> <p>(c) 3/3h, 3/3l, 3/8f, 6/3g, 7/7b, 7/8c, 7/9a, 7/11b</p>	<p>The test in s127(3)(b) can be met through the provision of protective provisions at Part 4 of Schedule 9 of the DCO.</p> <p>Any compulsory acquisition of land or rights would not result in serious detriment to the carrying on of the undertaking.</p>	<p>The test in s127(6)(b) can be met through the provision of protective provisions at Part 4 of Schedule 9 of the DCO.</p> <p>The compulsory acquisition of rights would not result in serious detriment to the carrying on of the undertaking.</p>	<p>Specific protective provisions are provided in Part 4 of Schedule 9 of the dDCO for the benefit of Anglian Water.</p> <p>Notwithstanding that there are three issues between the Applicant and Anglian Water where they do not agree on the protective provisions, the points at issue are points of principle and no bearing on the undertakers ability to carry on its undertaking with regard to compulsory acquisition of land or rights. It is not</p>	<p>No. Three areas of disagreement remain in respect of points of principle in relation to the protective provisions.</p>	<p>No as points in relation to the protective provisions still stand.</p>

Statutory Undertaker name	Nature of the undertaking	Land/Rights Affected	In relation to land, whether and if so, how the tests in s127(3)(a) or (b) can be met	In relation to rights, whether and if so, how the tests in s127(6)(a) or (b) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representatio n(s) withdrawn in whole or part
					anticipated that an agreement will be reached with Anglian Water. A SoCG will be submitted setting out the areas of disagreement.		
Openreach Limited	Telecommunications	<p><b>Category 2 Interest</b></p> <p><b>Permanent Acquisition</b></p> <p>(a) 1/1b, 1/2a, 2/1a, 3/3d, 3/3k, 3/6b, 3/6c, 3/6d, 3/7a, 3/8b, 3/8d, 4/1a, 5/1a, 5/2a, 6/1a, 6/1b, 6/1c, 6/1g, 6/2c, 7/3a, 7/5b, 7/7a</p> <p><b>Temporary Acquisition</b></p> <p>(b) 3/6a, 3/7b, 3/8e, 5/2b, 5/2c, 7/2a, 7/7c</p> <p><b>Acquisition of Rights</b></p> <p>(c) 3/3h, 3/3l, 7/1a, 7/7b</p>	Section 127 is not engaged as no representation has been made by Openreach.	Section 127 is not engaged.	<p>The draft DCO contains standard protective provisions which apply to communication code operators.</p> <p>Openreach have confirmed that the Protective Provisions in the DCO are acceptable in their current form.</p>	N/A	No representation received
UK Power Networks Limited (UKPN)	Utilities	<p><b>Category 1 - Owner/Occupier</b></p> <p><b>Permanent</b></p> <p>(a) N/A</p>	Section 127 is not engaged as no representations have been received by UKPN.	Section 127 is not engaged as no representations have been	The draft DCO contains standard protective	N/A	No representation received.

Statutory Undertaker name	Nature of the undertaking	Land/Rights Affected	In relation to land, whether and if so, how the tests in s127(3)(a) or (b) can be met	In relation to rights, whether and if so, how the tests in s127(6)(a) or (b) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representatio n(s) withdrawn in whole or part
		<p><b>Temporary</b> (b) N/A</p> <p><b>Acquisition of Rights</b> (c) 3/9a</p> <hr/> <p><b>Category 2</b></p> <p><b>Permanent Acquisition</b> (a) 1/1a, 4/1a, 4/2a, 5/1a, 6/1a, 6/1b, 6/1c, 6/1f, 6/1g, 6/2a, 6/2d, 6/2i, 6/3b, 6/3f, 6/4a, 6/9c, 7/3a, 7/5a, 7/5b, 7/7a, 7/10a</p> <p><b>Temporary</b> (b) 3/7b, 3/8a, 6/3a, 6/9a, 7/7c, 7/7e, 7/8b</p> <p><b>Acquisition of Rights</b> (c) 3/3i, 3/5a, 3/6b, 3/6c, 3/6d, 6/3g, 6/9b, 7/7b, 7/7d, 7/9a</p>		received by UKPN.	<p>provisions which apply to undertakers of electricity transmission.</p> <p>Bespoke provisions have not been requested.</p>		
Eastern Power Networks Plc (part of UKPN)		<p><b>Category 2</b></p> <p><b>Permanent</b> (a) 6/9c, 7/7a, 7/8a, 7/8d</p> <p><b>Temporary</b></p>					

Statutory Undertaker name	Nature of the undertaking	Land/Rights Affected	In relation to land, whether and if so, how the tests in s127(3)(a) or (b) can be met	In relation to rights, whether and if so, how the tests in s127(6)(a) or (b) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representation(s) withdrawn in whole or part
		(b) 6/9a, 7/7c, 7/7e, 7/8b <b>Acquisition of Rights</b> (c) 6/9b, 7/7b, 7/7d, 7/8c, 7/9a					
Vodafone Limited	Telecommunications	<b>Category 2</b> <b>Permanent</b> (a) 3/3f, 3/5a, 4/1a, 5/2a, 6/1b, 6/2a, 6/3c, 6/4a, 7/10a <b>Temporary</b> (b) 3/3e, 5/2b, 5/3b, 5/5a <b>Acquisition of Rights</b> (c) N/A	Section 127 is not engaged as no representations have been received from Vodafone.	Section 127 is not engaged as no representations have been received from Vodafone.	Vodafone can rely on the Protective Provisions in Part 2 of Schedule 9 of the DCO. Vodafone has not made a relevant representation and the Applicant is not aware of any agreement being required.	N/A	No representation received.
National Grid Electricity Transmission plc	Utilities	<b>Category 2</b> <b>Permanent</b> (a) 3/3f, 3/5a, 3/6c, 3/6d, 6/1c, 6/1f, 6/2a, 6/2i, 6/3c, 6/3e, 6/4a, 7/5c, 7/7a, 7/10a <b>Temporary</b> (b) 3/3e, 3/8a, 6/3f, 6/10a, 7/6b, 7/7c, 7/7e, 7/11a	The test in s127(3)(b) can be met through the provision of protective provisions in Part 3 of Schedule 9 of the DCO.  Any compulsory acquisition of land would not result in serious detriment to the carrying on of the undertaking.	The test in s127(6)(b) can be met through the provision of protective provisions at Part 3 of Schedule 9 of the DCO.  The compulsory acquisition of rights would not	The Applicant and National Grid Gas have reached agreement on the form of protective provisions that are to be included in the DCO. These protective	Yes	Expected before the close of the Examination.

Statutory Undertaker name	Nature of the undertaking	Land/Rights Affected	In relation to land, whether and if so, how the tests in s127(3)(a) or (b) can be met	In relation to rights, whether and if so, how the tests in s127(6)(a) or (b) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representatio n(s) withdrawn in whole or part
		<b>Acquisition of Rights</b> (c) 7/7b, 7/7d, 7/8c, 7/11b		result in serious detriment to the carrying on of the undertaking.	provisions are included in the DCO submitted at Deadline 9. See Part 3 of Schedule 9.		
Cadent Gas PLC	Gas	<b>Category 2</b> (a) 1/1a, 1/1b, 1.3a, 2/1a, 2/2b, 3/1a, 3/2a, 3/6c, 4/1a, 5/1a, 5/3a, 6/1a, 6/1b, 6/1c, 6/2a, 6/2d, 7/3a, 7/4a, 7/5a, 7/7a (b) 1/3b, 2/2a, 3/2b, 5/3b, 7/7c (c) 7/7b, 7/9a	The test in s127(3)(b) can be met through the provision of protective provisions at Part 5 of Schedule 9 of the DCO.  Any compulsory acquisition of land would not result in serious detriment to the carrying out of the undertaking.	The test in s127(6)(b) can be met through the provision of protective provisions at Part 5 of Schedule 9 of the DCO.  The compulsory acquisition of rights would not result in serious detriment to the carrying on of the undertaking.	The Applicant and Cadent have been negotiating the form of protective provisions to be included in the dDCO. Protective provisions are now agreed and are provided in Part 5 of Schedule 9 of the dDCO.	Yes	Yes – see AS-037
Virgin Media Limited	Telecommunicatio ns	<b>Category 2</b>	Section 127 is not engaged as no representations have been made by Virgin Media.	Section 127 is not engaged as no representations	Virgin can rely on the Protective Provisions in Part 2 of	N/A	No representation received.



Statutory Undertaker name	Nature of the undertaking	Land/Rights Affected	In relation to land, whether and if so, how the tests in s127(3)(a) or (b) can be met	In relation to rights, whether and if so, how the tests in s127(6)(a) or (b) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representatio n(s) withdrawn in whole or part
		(a) 6/2a, 6/2b, 6/2c, 6/2g, 6/2i, 7/3a, 7/5a, 7/5b, 7/5d, 7/5e, 7/5f, 7/5g, 7/6a (b) N/A (c) N/A		have been made by Virgin Media.	Schedule 9 of the DCO. Virgin has not made a relevant representation and the Applicant is not aware of any agreement being required.		
Network Rail Infrastructure Limited	Railways	<b>Category 1 - Owner/Occupier Permanent</b> (a) 7/5g, 7/5h, 7/5i, 7/5j, 7/6b <b>Temporary</b> (b) 7/6c <b>Acquisition of Rights</b> (c) N/A	The test in s127(3)(b) can be met through the provision of protective provisions at Part 6 of Schedule 9 of the DCO, submitted at Deadline 9.  Any compulsory acquisition of land would not result in serious detriment to the carrying out of the undertaking.	The test in s127(6)(b) can be met through the provision of protective provisions at Part 6 of Schedule 9 of the DCO, submitted at Deadline 9.	The Applicant and Network Rail have been in discussions on the form of the Protective Provisions to be included for the benefit of Network Rail. The Applicant has included its preferred form of Protective Provisions in the DCO submitted at Deadline 9. The Applicant will continue to engage in	No - discussions are ongoing.	Discussions are ongoing. Network Rail's representation is expected to be withdrawn before the ExA's report goes to the Secretary of State, following the close of the examination.

Statutory Undertaker name	Nature of the undertaking	Land/Rights Affected	In relation to land, whether and if so, how the tests in s127(3)(a) or (b) can be met	In relation to rights, whether and if so, how the tests in s127(6)(a) or (b) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representation(s) withdrawn in whole or part
					discussions with Network Rail in relation to this and hopes to reach agreement before the ExA's report goes to the Secretary of State, following the close of the examination.		

Table 1.2: Section 138 Planning Act 2008 – Statutory Undertakers' Land/Rights

Statutory Undertaker name	Nature of the undertaking	Land/Rights Affected	Apparatus to be removed	In relation to land, whether and if so, how the tests in s138(4) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representation(s) withdrawn in whole or part
Openreach Limited	Telecommunications	<p><b>Category 2 Interest</b></p> <p><b>Permanent Acquisition</b></p> <p>(a) 1/1b, 1/2a, 2/1a, 3/3d, 3/3k, 3/6b, 3/6c, 3/6d, 3/7a, 3/8b, 3/8d, 4/1a, 5/1a, 5/2a, 6/1a, 6/1b, 6/1c, 6/1g, 6/2c, 7/3a, 7/5b, 7/7a</p> <p><b>Temporary Acquisition</b></p> <p>(b) 3/6a, 3/7b, 3/8e, 5/2b, 5/2c, 7/2a, 7/7c</p> <p><b>Acquisition of Rights</b></p> <p>(c) 3/3h, 3/3l, 7/1a, 7/7b</p>	Relevant rights to be extinguished and relevant apparatus to be moved. Network cabling within Norwich Road, which is likely to be a main fibre cable route and within Cantley Lane, which is local network apparatus.	The test in s138(4) can be met. The extinguishment of rights is necessary for the purposes of carrying out the development to which the Order relates. Furthermore this would not result in serious detriment to the carrying on of the undertaking as protective provisions are provided in Part 2 of Schedule 9 of the DCO.	<p>The draft DCO contains standard protective provisions which apply to communication code operators.</p> <p>Openreach have confirmed that the Protective Provisions in the DCO are acceptable in their current form.</p>	N/A	No representation received

<p>Anglian Water Services Limited</p>	<p>Utilities</p>	<p><b>Category 2 Interest</b> <b>Permanent Acquisition</b> (a) 1/1a, 3/1a, 3/2a, 3/3d, 3/3k, 3/4a, 3/6b, 3/6c, 3/6d, 3/7a, 3/8b, 4/1a, 4/2a, 4/2b, 5/1a, 5/4a, 5/4b, 6/1a, 6/2a, 6/2c, 6/3b, 6/3c, 6/3d, 6/3e, 7/1b, 7/3a, 7/5a, 7/5b, 7/5c, 7/5d, 7/7a, 7/8a, 7/8d <b>Temporary</b> (b) 2/2a, 3/2b, 3/3c, 3/3g, 3/7b, 3/8a, 3/8e, 3/8g, 6/3a, 6/3f, 7/2a, 7/7c, 7/7e, 7/8b, 7/11a <b>Acquisition of Rights</b> (c) 3/3h, 3/3l, 3/8f, 6/3g, 7/7b, 7/8c, 7/9a, 7/11b</p>	<p>Relevant rights to be extinguished and relevant apparatus to be moved.  Diversions works required at Cantley Lane, and along the A11, requiring diversion of the assets. A foul sewer that crosses both the A11 and A47 will likely require protection works.  Detailed design of the diversions to be agreed through the C3 design and costing process.</p>	<p>Notwithstanding the areas of disagreement with Anglian Water, the test in s138(4) can be met. The extinguishment of rights is necessary for the carrying on the Development to which the Order relates, and this would not result in serious detriment to the carrying on of the undertaking as specific protective provisions are provided in Part 4 of Schedule 9 of the dDCO.</p>	<p>There are three issues between the Applicant and Anglian Water, where they do not agree on the Protective Provisions: • Para 36. Whether the wording setting out the circumstances in which the protective provisions apply is clear. • Para 43(5). Whether deferment of renewal provisions should be omitted. • Para 45. Whether the Applicant should be required to use Anglian Water's "Inflow" system for applying for works.</p>	<p>No. Three areas of disagreement remain in respect of points of principle in relation to the protective provisions.</p>	<p>No as points in relation to the protective provisions still stand.</p>
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Statutory Undertaker name	Nature of the undertaking	Land/Rights Affected	Apparatus to be removed	In relation to land, whether and if so, how the tests in s138(4) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representati on(s) withdrawn in whole or part
UK Power Networks Limited	Utilities	<p><b>Category 1 - Owner/Occupier</b></p> <p><b>Permanent</b></p> <p>(a) N/A</p> <p><b>Temporary</b></p> <p>(b) N/A</p> <p><b>Acquisition of Rights</b></p> <p>(c) 3/9a</p>	<p>Relevant rights to be extinguished and relevant apparatus to be moved.</p> <p>Diversions works required for the 132kV cable buried north of the A47 and 33kW overhead lines between the A11, A47 &amp; Cantley requiring diversions.</p>	<p>The test in s138(4) can be met. The extinguishment of rights is necessary for the carrying out of the development to which the Order relates and would not result in serious detriment to the carrying on of the undertaking as protective provisions are provided in Part 1 of Schedule 9 of the DCO.</p>	<p>The DCO contains standard protective provisions which apply to power transmission. See Part 1 of Schedule 9.</p> <p>Bespoke provisions have not been requested.</p>	N/A	No representation received.
		<p><b>Category 2</b></p> <p><b>Permanent Acquisition</b></p> <p>(a) 1/1a, 4/1a, 4/2a, 5/1a, 6/1a, 6/1b, 6/1c, 6/1f, 6/1g, 6/2a, 6/2d, 6/2i, 6/3b, 6/3f, 6/4a, 6/9c, 7/3a, 7/5a, 7/5b, 7/7a, 7/10a</p> <p><b>Temporary</b></p> <p>(b) 3/7b, 3/8a, 6/3a, 6/9a, 7/7c, 7/7e, 7/8b</p> <p><b>Acquisition of Rights</b></p>	<p>Alterations to the 11kV and LV networks required within Cantley Lane north and south.</p>				

Statutory Undertaker name	Nature of the undertaking	Land/Rights Affected	Apparatus to be removed	In relation to land, whether and if so, how the tests in s138(4) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representati on(s) withdrawn in whole or part
		(c) 3/3i, 3/5a, 3/6b, 3/6c, 3/6d, 6/3g, 6/9b, 7/7b, 7/7d, 7/9a					
Eastern Power Networks Plc (part of UKPN)		<p><b>Category 2</b></p> <p><b>Permanent</b></p> <p>(a) 6/9c, 7/7a, 7/8a, 7/8d</p> <p><b>Temporary</b></p> <p>(b) 6/9a, 7/7c, 7/7e, 7/8b</p> <p><b>Acquisition of Rights</b></p> <p>(c) 6/9b, 7/7b, 7/7d, 7/8c, 7/9a</p>					

Statutory Undertaker name	Nature of the undertaking	Land/Rights Affected	Apparatus to be removed	In relation to land, whether and if so, how the tests in s138(4) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representati on(s) withdrawn in whole or part
Vodafone Limited	Telecommunica tions	<p><b>Category 2</b></p> <p><b>Permanent</b></p> <p>(a) 3/3f, 3/5a, 4/1a, 5/2a, 6/1b, 6/2a, 6/3c, 6/4a, 7/10a</p> <p><b>Temporary</b></p> <p>(b) 3/3e, 5/2b, 5/3b, 5/5a</p> <p><b>Acquisition of Rights</b></p> <p>(c) N/A</p>	<p>Relevant rights to be extinguished and relevant apparatus to be moved.</p> <p>Existing apparatus affected at the proposed Cantley Lane Link junction on the B172 Norwich Road.</p>	<p>The test in s138(4) can be met. The extinguishment of rights is necessary for the carrying out of the development and would not result in serious detriment to the carrying on of the undertaking as protective provisions are provided in Part 2 of Schedule 9 of the dDCO.</p>	<p>Vodafone can rely on the Protective Provisions in Part 2 of Schedule 9 of the DCO. Vodafone has not made a relevant representation and the Applicant is not aware of any agreement being required.</p>	N/A	No representatio n received.
National Grid Electricity Transmission plc		<p><b>Category 2</b></p> <p><b>Permanent</b></p> <p>(a) 3/3f, 3/5a, 3/6c, 3/6d, 6/1c, 6/1f, 6/2a, 6/2i, 6/3c, 6/3e, 6/4a, 7/5c, 7/7a, 7/10a</p> <p><b>Temporary</b></p> <p>(b) 3/3e, 3/8a, 6/3f, 6/10a, 7/6b, 7/7c, 7/7e, 7/11a</p> <p><b>Acquisition of Rights</b></p>	<p>Relevant rights to be extinguished and relevant apparatus to be moved.</p> <p>National Grid Electrical Transmission 400kV overhead lines &amp; towers cross the Scheme. Measures to maintain access &amp; minimum safe clearance to be</p>	<p>Protective provisions in favour of National Grid have been included in the DCO at Schedule 9, Part 3.</p> <p>The test in s138(4) can be met. The extinguishment of rights is necessary for the purpose of carrying out the development to which the Order relates. Furthermore this would not result in serious detriment to the carrying on of the undertaking as</p>	<p>The Applicant and National Grid Gas have reached agreement on the form of protective provisions that are to be included in the DCO. These protective provisions are included in the DCO submitted at Deadline 9. See Part 3 of Schedule 9.</p>	Yes	Expected before the close of the Examination.

Statutory Undertaker name	Nature of the undertaking	Land/Rights Affected	Apparatus to be removed	In relation to land, whether and if so, how the tests in s138(4) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representation(s) withdrawn in whole or part
		(c) 7/7b, 7/7d, 7/8c, 7/11b	incorporated into the design.	protective provisions are provided in Part 3 of Schedule 9 of the dDCO.			
Cadent Gas PLC	Gas	<p><b>Category 2</b></p> <p>(a) 1/1a, 1/1b, 1.3a, 2/1a, 2/2b, 3/1a, 3/2a, 3/6c, 4/1a, 5/1a, 5/3a, 6/1a, 6/1b, 6/1c, 6/2a, 6/2d, 7/3a, 7/4a, 7/5a, 7/7a</p> <p>(b) 1/3b, 2/2a, 3/2b, 5/3b, 7/7c</p> <p>(c) 7/7b, 7/9a</p>	The Applicant is aware of Cadent Gas apparatus within the boundary of the Scheme. The potentially affected asset is a low pressure main and customer supplies within Cantley Lane.	The test in s138(4) can be met. The extinguishment of rights is necessary for the carrying on of the development and would not result in serious detriment to the carrying on of the undertaking as protective provisions are provided in Part 5 of Schedule 9 of the dDCO.	The Applicant and Cadent have been negotiating the form of protective provisions to be included in the dDCO. Protective provisions are now agreed and are provided in Part 5 of Schedule 9 of the dDCO.	Yes	Yes – see AS-037
Virgin Media Limited	Telecommunications	<p><b>Category 2</b></p> <p>(a) 6/2a, 6/2b, 6/2c, 6/2g, 6/2i, 7/3a, 7/5a, 7/5b, 7/5d, 7/5e, 7/5f, 7/5g, 7/6a</p>	The Applicant understands that Strategic national network no. 96 fibre optic cable to	The test in s138(4) can be met. The extinguishment of rights is necessary for the carrying on of the development to which	Virgin can rely on the Protective Provisions in Part 2 of Schedule 9 of the DCO. Virgin has not made a relevant representation and the Applicant is not aware of	N/A	No representation received.



Statutory Undertaker name	Nature of the undertaking	Land/Rights Affected	Apparatus to be removed	In relation to land, whether and if so, how the tests in s138(4) can be met	Status of protective provisions and/or commercial agreement	Settlement reached	Representati on(s) withdrawn in whole or part
		(b) N/A (c) N/A	be diverted from the A47 verge.  Relevant rights to be extinguished and relevant apparatus to be diverted.	the Order relates and would not result in serious detriment to the carrying on of the undertaking as protective provisions are provided in Part 2 of Schedule 9 of the dDCO.	any agreement being required.		
Network Rail Infrastructure Limited	Railways	<b>Category 1 - Owner/Occupier</b> <b>Permanent</b> (a) 7/5g, 7/5h, 7/5i, 7/5j, 7/6b <b>Temporary</b> (b) 7/6c <b>Acquisition of Rights</b> (c) N/A	No works are proposed to the railway infrastructure. However works are to be carried out on Plot 7/6b which is required for a water vole relocation area along Cantley Stream. Relevant rights may need to be extinguished.	The test in s138(4) can be met. The extinguishment of rights is necessary for the carrying out of the development to which the Order relates. In addition this would not result in serious detriment to the carrying on of the undertaking as protective provisions have been provided in Part 6 of Schedule 9 of the DCO submitted at Deadline 9.	The Applicant and Network Rail have been in discussions on the form of the Protective Provisions to be included for the benefit of Network Rail. The Applicant has included its preferred form of Protective Provisions in the DCO submitted at Deadline 9. The Applicant will continue to engage in discussions with Network Rail in relation to this and hopes to reach agreement before the ExA's report goes to the Secretary of State, following the close of the examination.	No - discussions are ongoing.	Discussions are ongoing. Network Rail's representation is expected to be withdrawn before the ExA's report goes to the Secretary of State, following the close of the examination.