

A47 North Tuddenham to Easton Dualling

Scheme Number: TR010038

Volume 8

8.11 Statement of Common Ground with A C Meynell, Owner of Berry Hall Estate

The Infrastructure Planning (Examination Procedure) Rules 2010
Rule 8(1)(e)

Planning Act 2008

February 2022

Infrastructure Planning

Planning Act 2008

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

The A47 North Tuddenham to Easton
Development Consent Order 202[x]

STATEMENT OF COMMON GROUND – A C MEYNELL, OWNER OF
[REDACTED]

Rule Number:	8(1)(e)
Planning Inspectorate Scheme Reference	TR010038
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Author:	A47 North Tuddenham to Easton Dualling Project Team, Highways England

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Rev.1	February 2022	Deadline 9 Submission (Final Unsigned)
Rev.2	February 2022	Deadline 10 Submission (Final Signed)

STATEMENT OF COMMON GROUND

This statement of Common Ground has been prepared and agreed by (1) Highways England Company Limited and (2) A C Meynell, owner of [REDACTED]

Signed [REDACTED]

Chris Griffin

A47 Programme Lead

On behalf of National Highways Limited (formerly Highways England)

Date: 08 February 2022

Signed [REDACTED]

A C Meynell

Owner of Berry Hall Estate

Date: 08 February 2022

CONTENTS

1.	INTRODUCTION	1
1.1.	Purpose of this Document	1
1.2.	Parties to this Statement of Common Ground.....	2
1.3.	Format of this SoCG	2
2.	RECORD OF ENGAGEMENT	2
3.	ISSUES	5
	ANNEX A: Affected Landowner Meeting Minute 10th October 2017	15
	ANNEX B: Honingham Parish Council Meeting Note	16
	ANNEX C: Submissions by the Parties in relation to the issues between them	17

1. INTRODUCTION

1.1. Purpose of this Document

- 1.1.1. This Statement of Common Ground ("SoCG") has been prepared in respect of the proposed A47 North Tuddenham to Easton dualling ("the Application") made by Highways England Company Limited¹ ("Highways England") to the Secretary of State for Transport ("Secretary of State") for a Development Consent Order ("the Order") under section 37 of the Planning Act 2008 ("PA 2008").
- 1.1.2. This SoCG does not seek to replicate information which is available elsewhere within the Application documents. All documents are available on the Planning Inspectorate website.
<https://infrastructure.planninginspectorate.gov.uk/projects/eastern/a47-north-tuddenham-to-easton/>
- 1.1.3. The SoCG has been produced to confirm to the Examining Authority ("ExA") where agreement has been reached between the parties to it; where agreement has not been reached, and what topics remain under discussion. SoCGs are an established means in the planning process of allowing all parties to identify and so focus on specific issues that may need to be addressed during the Examination.
- 1.1.4. Given the relatively late stage now reached in the Examination process, the parties are realistic as to the benefit that this SoCG may offer. The ExA has received extensive written and oral submissions on the issues relevant to the parties, and is well aware of the parties' positions. However, the parties consider that this SoCG remains a useful aide memoire as to the issues between them, and a record of where agreement has been reached, which may assist the ExA.
- 1.1.5. Mr Meynell wants to make explicit that despite this SoCG, he maintains his primary contention that the Applicant has not appropriately considered alternatives to the precise location of, and form of, the fully grade-separated junction proposed at Wood Lane ("the Wood lane Junction") and that it should adjust the location of the Wood Lane Junction so that it is located fully to the north of the existing A47 ("the primary issue").
- 1.1.6. The parties agree that their discussions to resolve issues are taking place while Mr Meynell maintains his position on the primary issue. Each of the parties' positions on the primary issue are reserved and will be recorded within the SoCG. Any discussions or agreements mentioned in this SoCG reached on other issues relating to the implementation of the Applicant's scheme as currently applied for in relation to the Wood Lane Junction and any permanent or temporary effects from it or its construction on the [REDACTED] are without prejudice to the parties' respective positions on the primary issue.
- 1.1.7. For the ExA's convenience, the Parties have prepared a table at Annex C which provides an easy reference to the various submissions made by the Parties at Deadlines 1 to 8 on the issues between them.

¹ The Application was made by Highway England prior to its name change to National Highways Limited

1.2. Parties to this Statement of Common Ground

1.2.1. This SoCG has been prepared by (1) Highways England as the Applicant and (2) A C Meynell (“ACM” or “Mr Meynell”), owner of the [REDACTED]

1.3. Format of this SoCG

1.3.1. Section 3 of this SoCG and the tables within it summarises the Parties’ positions on issues which have been agreed (subject as stated in 1.1.6 above unless otherwise stated).

1.3.2. In relation to those issues not agreed, the SoCG seeks to define the issues remaining in a succinct and neutral manner with the intention of assisting the ExA in addressing the Parties’ respective positions on them in his report.

1.3.3. Each party is intending to submit a final position statement which will outline their current position on matters not agreed and will otherwise rely on the documents expressing their positions submitted during the course of the Application up to Deadline 8 as referred to in Annex C (referred to at 1.1.6 above) and at Deadline 9.

1.3.4. If any issues arise on Deadline 9 documents the Parties express the hope that the ExA will permit short further submissions to be lodged at Deadline 10.

2. RECORD OF ENGAGEMENT

2.1.1 A summary of the key meetings and correspondence that has taken place between Highways England and representatives of the Berry Hall Estate in relation to the Application is outlined in table 2-1. Reference to other communications between the parties is made at Para 2.1.2.

Table 2-1 - Record of Engagement

Date	Form of correspondence	Key topics discussed and key outcomes
March and April 2017	Public consultation material	Non-statutory public consultation on the route options
10 Oct 2017	Landowner Meeting	Discussion at [REDACTED] See note of meeting at Annex A prepared by Applicant. The Parties agree that this is accurate and that the plan showed to Mr Meynell was a plan showing a roundabout at the Berry’s Lane junction, as referred to at the PRD meeting ² .

² See minutes at Appendix O to the Scheme Assessment Report, page 19, Post meeting note and plan referred to as Attachment J [for minutes see Nationalhighways.com – A47 North Tuddenham to Easton, 2020 / Consultation documents / SAR, Appendices M to P. The plan which is not attached to Appendix O, shows an at grade roundabout approximately the width of the dual carriageway either side of it.

Date	Form of correspondence	Key topics discussed and key outcomes
16 Dec 2019	Honingham Parish Information Event	Public Information Event where the Highways England project team presented the emerging scheme (Design Fix A) to the Parish Council and residents, ahead of a Q&A session. (See issue no.2 below in Matters Not Agreed between the Parties).
17 Dec 2019	Landowner Meeting	Discussion at [REDACTED] (See issue no.2 below in Matters Not Agreed between the Parties).
17 Jan 2020	RFI Letter (Land Referencing)	Request for Information (RFI) letter issued from Carter Jonas, requesting information on Land Ownership.
27 Jan 2020	Landowner Meeting	HE showed Mr Meynell plans of the Wood Lane design to be published at statutory consultation. HE agrees that at this meeting, or shortly thereafter by letter from Savills, Mr Meynell informed it that the Berry Hall Estate was a “Heritage Estate”.
31 Jan 2020	RFI Letter – Reminder (Land Referencing)	Request for Information (RFI) reminder letter issued from Carter Jonas, requesting information on Land Ownership.
7 Feb 2020	Telephone Call (Land Referencing)	Phone call from Mr Meynell to Carter Jonas. He said that he was the freeholder of the titles in the Scheme and that his wife had no interests. Jane Kenny at Savills identified as agent, and Mr Meynell provided updates to some building names.
February 2020	Statutory Consultation	Statutory consultation material sent by HE.
1 Apr 2020	Savills’ Letter to Highways England	Statutory consultation response letter on behalf of Mr Meynell.
25 Nov 2020	Email	Request to Mr Meynell asking for a meeting and to provide updates on the current status of the Scheme.
Early Dec 2020	Leaflet	HE issued the “Project Update Winter 2020” leaflet that explained changes made from the first Wood Lane Junction design in Feb 2020 to reach the current proposed DCO design. Proposed works compounds indicated on leaflet.
9 Dec 2020	Email	HE sent a plan to Mr Meynell to inform the meeting request on 25 November.
14 Dec 2020	Landowner Meeting	Walk through the Estate and discussed the potential impacts of the latest plans. The following was discussed but no specific agreements during the meeting: (See issue no.2 below in Matters Not Agreed between the Parties)
13 Jan 2021	Letter from Savills (dated 4 Jan 2021)	Consultation response Savills to HE.

Date	Form of correspondence	Key topics discussed and key outcomes
11 Aug 2021	Teams Meeting	Initial meeting with George Josselyn and Mr Meynell's Transport Consultants. Discussion on Scheme development and the principle of ACM providing alternatives.
10 Sept 2021	Teams Meeting	Further meeting to understand Mr Meynell's team's development of alternative Wood Lane junction options and discuss the development of a Statement of Common Ground.
10 Sept 2021	Email from George Josselyn	List of questions regarding the proposed compound area and works affecting trees on the Estate.
17 Sept 2021	Email from George Josselyn	Updated alternative Wood Lane junction options for HE to review.
14 Oct 2021	Email	Request for information on ditch ownership to Mr Meynell after review of Highways England and Norfolk County Council assets drew a blank.
15 Oct 2021	Email from George Josselyn	Confirming origins and Mr Meynell's ownership of drainage ditch on the east side of Berrys Lane after a review of title deeds.
03 Nov 2021	Meeting – Microsoft Teams	Without Prejudice meeting between the Applicant and Mr Meynell's team to discuss the Statement of Common Ground to establish what items could be closed out.
10 Nov 2021	Email	Email containing the draft letter to be issued to the ExA outlining items agreed on between Mr Meynell and the Applicant during the WP meeting held on 3 Nov 2021.
10 Nov 2021	Email from George Josselyn	Email outlining the vehicles and frequency Mr Meynell states use the back drive provided to Applicant.
16 Nov 2021	DCO ExA Accompanied Site Visit (ASI)	Mr Meynell oversaw the ASI around [REDACTED]
24 Nov 2021	Meeting – Microsoft Teams	Meeting between the Applicant and Mr Meynell to discuss the SoCG.
19 Jan 2022	On Site Meeting	Meeting at [REDACTED]

2.1.2 In addition to the specific and relevant engagement set out in the table, the Parties agree that since at least May 2020 and the present date there have been extensive email, telephone and letter exchanges between Highways England and Mr Meynell concerned with practical, procedural and administrative matters.

2.1.3 It is agreed that this is a fair summary of the key meetings and consultation undertaken between (1) Highways England and (2) A C Meynell, owner of [REDACTED] in relation to the issues addressed in this SoCG.

3. ISSUES

- 3.1.1. This section summarises the key issues explored between Mr Meynell and Highways England.
- 3.1.2. This summary is based on the key issues raised by Mr Meynell as the owner of [REDACTED] over the course of the Examination, and the various documents are detailed in Annex C.
- 3.1.3. There are two legal agreements covering issues which are being agreed between the Parties to be entered into subject to a condition precedent that they will only become effective if the DCO is made: (i) a Deed of Undertaking, which contains obligations; and (ii) Heads of Terms, a separate agreement led by the District Valuer, in respect of compensation and matters involving potential transfers back to the Estate post-construction.

MATTERS AGREED BETWEEN THE PARTIES

- 3.1.4. The Parties are agreed in principle subject to the agreements being formally secured, and in discussion on terms of agreements to be entered into to secure them, in respect of the following issues set out in Table 3-1 below, all agreements being subject to the main issue except item [13] (Berrys Lane East ditch) which is agreed irrespective of the outcome on the main issue):

Table 3-1 Matters Agreed

Ref No	Issue	Summary of Agreement
1	Compulsory Acquisition (temporary)	The Parties are agreed that in respect of the silage clamp and use of the New Back Drive where to be temporarily acquired, the amendments to the Land Plans have sufficiently addressed the concerns raised in respect of temporary acquisition of Plot 9/1a (see also item 13 below (access))
2	Protection of the Reservoir and water supply pipes	The Parties are agreed that this matter can be suitably resolved by providing protection and replacement obligations in the Deed of Undertaking.
3	Field drainage	The Parties are agreed that any changes to the existing field drainage and associated flood risks would be managed through commitments in the Environmental Management Plan, secured under Requirement 4 of the draft Development Consent Order.

Ref No	Issue	Summary of Agreement
		Any improvements over and above the existing drainage provisions will be reflected and considered under the Heads of Terms.
4	Access to northern Woodland and Reservoir for Maintenance and Management	The Parties are agreed that Mr Meynell's access to the northern woodland, east and west of Old Back Drive junction with the existing A47 and east of Berry's Lane, and the reservoir for maintenance and management will be provided for during the construction period and will be covered in the Deed of Undertaking
5	Forestry – Felling, planting, retransfer and management of woodland areas	<p>The Parties are agreed that Mr Meynell will be permitted to fell, and to remove and retain any wood felled, which is required to be felled in or immediately adjacent to Plots currently owned by him and to be acquired under the DCO, at a time to be agreed with the Applicant and to be given reasonable access as necessary for that purpose. Once possession is taken, further removal will need to be agreed with Highways England.</p> <p>The Parties are agreed also that Mr Meynell will discuss with the Applicant the planting for the areas marked as woodland on the Environmental Masterplan on Plots acquired from the Estate in and around the south part of the Wood Lane Junction during the detailed design development, to be developed under Requirement 5 of the Development Consent Order. Planting and management of those areas will be a matter for the Heads of Terms and discussion with Highways England during the construction period.</p> <p>The Applicant will discuss the retransfer to Mr Meynell the areas of retained and planted woodland in the Plots taken from the Estate around the outside of the south part of the Wood Lane Junction as soon as practicable after construction. The Applicant will discuss further whether Mr Meynell can continue to manage any retained woodland within the south side of the junction in the close vicinity not retransferred.</p> <p>These matters will be referenced in the Deed of Undertaking and/or Heads of Terms as appropriate.</p>
6	Planting and maintenance access	<p>The Parties are agreed that Mr Meynell will be given reasonable access during the construction period at times to be agreed to the parts of land to be taken temporarily outwith the compounds and NGG Gas main area, and permanently from Mr Meynell where woodland is to be retained or planted on plots acquired from him as shown on the Environmental Masterplan, for planting and maintenance and the necessary arrangements will be provided for in the Deed of Undertaking.</p> <p>The Applicant agrees that it will retain the existing woodland rides where not required to be removed, as part of the final landscape design so as to provide a continuous access for future management through the existing and any future planned woodland, which will be discussed with Mr Meynell during the detailed design development, to be developed under Requirement 5 of the Development Consent Order.</p>

Ref No	Issue	Summary of Agreement
7	Old Back Drive Status and Stopping Up	The Parties are agreed that although the northern 132 metres of the Old Back Drive will be stopped up and a secure gate will restrict access, it will be returned to Mr Meynell once it is no longer needed on completion of construction and retained as widened by the Applicant. In addition, post construction the improved access installed by the Applicant will be modified to form a turning area for arboricultural vehicles for Mr Meynell. This will be addressed in the Heads of Terms.
8	Cattle Movement	The Parties are agreed that the access over the field east of Berrys Lane during construction and gates crossing the cycle path proposed by the Applicant for the operational phase is sufficient to address Mr Meynell's concerns over movement east of Berrys Lane. This commitment was made in the Environmental Management Plan (REP7-035) Action G7 in Table 3.1. West of Berrys Lane, the Applicant is willing to provide fencing and gates to allow the sections of fields outwith the Scheme boundary to be used as grazing land, to offset the temporary loss of use of the land for growing arable crops, through the compensation package to be agreed under the Heads of Terms.
9	NGG Gas compound and cycle path construction - Protection of Merrywood House and estate land east of Berrys Lane	The Parties are agreed that in respect of Merrywood House, the protection of the House and Estate Land from construction works east of Berrys Lane can be suitably managed through commitments in the Environmental Management Plan, secured under Requirement 4 of the draft Development Consent Order. The access, felling, planting and management for woodland and field margins areas in items 5 and 6 (and item 10 in relation to field margins) will (for the avoidance of doubt) also apply within and around the NGG Gas compound area and cycle path area where / when not used for active works. Any commitments over and above the Environmental Management Plan provisions will be reflected and considered under the Heads of Terms.
10	Compound 2 and soil storage area – protection of estate land west of Berrys Lane	The Parties are agreed that the layout drawing presented confirming the Applicant's approach is satisfactory and if fully implemented mitigates impacts on the Field Margins, provides visual screening during construction and is located to mitigate construction impacts on residential and ecological receptors, provided in all cases that Highways England makes all reasonable endeavours to ensure that the lighting is so located as not to interfere with them, and the usage is restricted where reasonable and possible.
11	Berrys Lane East Ditch	The Parties are agreed that this will be reviewed as part of the detailed design stage of the Scheme. Subject to the design being viable and agreement obtained from the relevant consultees this will form part of the Applicant's design and the Applicant in that event will review and reduce accordingly the extent of active

Ref No	Issue	Summary of Agreement
		possession of any land west of Berrys Lane south of the north side of the entrance to New Back Drive, permanently or temporarily. This will be addressed in the Deed of Undertaking.
12	Enhanced Footway / Cycleway	The Parties are agreed that this will be reviewed as part of the detailed design stage of the Scheme to mitigate impact on the 2 No. trees on Dereham Road and 2 No. trees at Berrys Lane of personal value to Mr Meynell. This will be subject to the design being viable and agreement obtained from the relevant consultees. This will be addressed in the Deed of Undertaking.
13	Access to Berry Hall Estate	The Parties are agreed that access to the Berry Hall Estate via New Back Drive and Main Drive can be maintained by Highways England during construction, granting back rights in the event that the land required for the western ditch is permanently acquired. This will be addressed in the Heads of Terms.
14	CSS field margins, nectar feeding area and wild bird feeding area	<p>The Parties are agreed that while the Applicant had not considered these areas at the time of the Application, Mr Meynell's issues over the failure to do so are resolved on the basis that to the extent that any of the CSS field margins fall within plots to be temporarily acquired they will not be affected and Mr Meynell will be permitted reasonable access to continue managing the field margins during the construction period. The Applicant will seek to agree this with Mr Meynell through the Heads of Terms and is concerned to understand how to mitigate any risk to the CSS status. Mr Meynell has agreed to the CSS Agreement being shared with the Applicant.</p> <p>The wild bird feeding area is adjacent to Satellite compound 2 (see item 10) for which steps will be taken to minimise impact upon it from the compound.</p>
15	Consultation on temporary compounds and closure of access from A47	<p>While at the commencement of the Application Mr Meynell did not agree (see REP1-044 paras 17-21) that he was properly consulted in relation to</p> <ol style="list-style-type: none"> 1) the temporary compounds on his land or 2) closure of the access to the Estate from the existing A47 <p>Mr Meynell acknowledges now that a properly notified targeted consultation on those items took place in December 2020.</p> <p>As to both items, while his primary issues as to the location of compounds and location of the junction remain, Mr Meynell agrees that, if each is permitted by the Secretary of State, the Applicant has by its</p>

Ref No	Issue	Summary of Agreement
		<p>agreements recorded in this table and subject to due implementation, offered adequate mitigation to the Estate for both items 1) and 2) in this item 15.</p> <p>The Applicant agrees that those issues have been resolved on this basis.</p> <p>The remaining issues as to consultation which are not agreed are set out in Table 3-2, item 2.</p>
16	HGV Access	<p>The Applicant has agreed to provide Mr Meynell with an HGV route from Berry's Lane to within the Estate to the areas to which he requires such access by the construction of a new section of driveway within the Estate grounds and a widened southern bell mouth of the existing Berrys Lane / New Back Drive junction linking into the existing internal estate network.</p> <p>The access track construction across the scheme will be unbound and comprise of:</p> <ul style="list-style-type: none"> - 150mm type 1 subbase - 300mm capping - Subbase material sealed with rolled crushed rock fines <p>The new route will be in place prior to the closure of the existing "Old Back Drive" route.</p> <p>This commitment will be reflected in the Deed of Undertaking.</p>

MATTERS NOT AGREED BETWEEN THE PARTIES

3.1.5. The Parties do not agree in respect of the following issues.

Table 3-2 Summary of Issues Not Agreed

Ref No	Issue	Summary of Disagreement
1	Scheme Objectives	Mr Meynell does not agree that the Scheme Objectives comply with the NN NPS and RIS objectives.
2	Consultation and Scoping	<p><u>Mr Meynell does not agree that:</u></p> <ul style="list-style-type: none"> i. Pre-application was lawful ii. That the consultation in relation to the Wood Lane Junction was adequate iii. That Highways England properly reported the Wood Lane junction in the Scoping Report iv. That Highways England took note of Natural England's Scoping Opinion v. That Highways England took proper note of Mr Meynell's submissions or expressed proper willingness to reconsider its proposals after consultation <p><u>The Parties do not agree:</u></p> <ul style="list-style-type: none"> vi. As to what was discussed at the engagement on: <ul style="list-style-type: none"> a. Honingham Parish Information Event: 16 Dec 2019 (see Annex B). <u>Highways England</u> does not consider that the minutes reflect Mr Meynell's speech at the event. Mr Meynell believes the minutes are accurate b. Landowner Meeting: 17 Dec 2019 c. Landowner Meeting: 14 Dec 2020. Mr Meynell relies on his statement (REP1-045, para 207). The Applicant relies on a note dated 8 December which it believes intended to refer to this meeting
3	Alternatives	In respect of the Wood Lane Junction design and location in the DCO, <u>Mr Meynell does not agree that:</u>

Ref No	Issue	Summary of Disagreement
		<ul style="list-style-type: none"> i. there were no reasonable alternatives to the proposed location and overall design concept for the junction ii. there were no reasonable alternatives to the planned size of the south dumbbell roundabout and the design of its entries, including the detrunked A47 approach to it from the east or of the Dereham Road (Honingham) link to the detrunked A47 iii. Highways England considered adequately whether there were alternatives or not and if so what they might be and whether any might be reasonable, for any of the above before the DCO Application iv. Highways England gave adequate consideration to the alternatives proposed by Mr Meynell's agents after the DCO application v. proper consideration has been given to alternative locations for Construction Compound 2 in Plots 8/5a and 9/1a <p>In respect of WCH and the Honingham FP3 conversion to a cyclepath in plot 9/1(g), Mr Meynell does not agree that suitable alternatives and other modifications have been considered by Highways England.</p> <p><u>Highways England does not agree</u> that it failed to consider alternatives or that there were any suitable ones to what it has proposed on making the DCO application, or that any of the alternative designs and locations since proposed by Mr Meynell in the course of the Examination are appropriate</p>
4	Design of non-trunk roads	<p>In respect of Highways England's design, <u>Mr Meynell does not agree that</u> DMRB needs to apply to the design of the Grade C link road proposed to join the south dumbbell roundabout and new grade C roads to be constructed in its vicinity (viz new section of to be de-trunked A47 and new Dereham Road (Honingham) spur).</p> <p>The Parties disagree that further design modifications exist in relation to the Wood Lane Junction which could be adopted which would be acceptable, reduce the impact on the Berry Hall Estate and/or improve the benefits of the Scheme.</p>
5	Wood Lane Junction -	<p>In respect of the Wood Lane Junction design and location in the DCO, <u>Mr Meynell does not agree that:</u></p> <ul style="list-style-type: none"> i. The location is appropriate ii. The form of the junction is appropriate

Ref No	Issue	Summary of Disagreement
		<ul style="list-style-type: none"> iii. Highways England has adequately considered the need for the proposed junction of the size and nature proposed in view of the uncertainty of the Norwich Western Link iv. Highways England has adequately or reasonably assessed the likely usage of the junction in its proposed design and size in the light of existing traffic movements or projected movements in the event of or absence of the Norwich Western Link, v. As to the extent to which the development or not of the Norwich Western Link is relevant to the design of the Wood Lane Junction vi. The design of the Wood Lane Junction's South dumbbell roundabout has been prepared in sufficient detail having regard to projected traffic usage to minimise land take in such a way as to enable its proper consideration at the DCO Application; vii. The proposed land take is the minimum reasonably required for the junction; <p>or in any event, that</p> <ul style="list-style-type: none"> viii. There is appropriate provision for non-motorised users travelling east-west if the Norwich Western Link is built and work 26a is not carried out ix. There is sufficient provision for agricultural vehicles currently using Berrys Lane;
6	Compulsory Acquisition	<p>In respect of the construction compound in plots 8/5a and 9/1a, <u>Mr Meynell does not agree</u> that Highways England has properly considered alternative locations.</p> <p><u>Mr Meynell does not agree</u> that Highways England has complied overall with statutory and policy requirements for compulsory acquisition, including satisfying the "compelling reason" test.</p>
7	Inheritance Tax Act 1984	<p>The Parties are not agreed as to the relevance of the designation of the Berry Hall Estate as being of outstanding interest under s31(1)(b) Inheritance Tax Act 1984 (IHTA) in respect of:</p> <ul style="list-style-type: none"> i. The assessment of cultural heritage in the ES ii. The assessment of landscape and visual impact in the ES iii. Its cumulative assessment in the ES iv. the need for its scoping and consideration as an entity in connection with the design and location of the Scheme

Ref No	Issue	Summary of Disagreement
8	Heritage	<p>In respect of Highways England's assessments of heritage, <u>Mr Meynell asserts that:</u></p> <ul style="list-style-type: none"> i. Highways England did not, but should have, considered the Estate as an entity of itself as a whole and the setting of the Estate as a whole (and not just its listed buildings and their setting) as an asset, for consideration for its combined heritage and landscape qualities, evidenced the by its quality and the reasons for which it was designated under IHTA; ii. That the heritage assessment in respect of the listed Berry Hall was in any event insufficient in respect of the extent of its curtilage and, in particular in relation to the crinkle crankle wall and the cobblestones in the main drive entrance.
9	Biodiversity	<p>In respect of Highways England's assessments of biodiversity, <u>Mr Meynell asserts that:</u></p> <ul style="list-style-type: none"> i. Highways England did not, but should have considered and assessed the Estate as an individual entity of itself as a whole as an asset (and not just as part of a wider landscape area), for its landscape qualities; and that that consideration should have been made in combination with that for its heritage qualities as mentioned in 8 I and evidenced in the same way; ii. the assessment carried out even as it was, was insufficient in respect of the landscape, biodiversity and trees on the Berry Hall Estate; iii. the assessment of the northern woodland (including woodland rides) to be taken for the Scheme was inadequate iv. The loss and interference with the management of hedgerows was not properly considered v. Note: while Highways England's consideration of CSS field margins, nectar area and wild bird feeding area was at issue that has now been resolved (see Table 3-1, para 14)
10	Population and Human Health	<p>In respect of Highways England's assessments of population and human health, in Environmental Statement Chapter 12, <u>Mr Meynell does not agree:</u></p> <ul style="list-style-type: none"> i. That the assessment of the farming business was sufficient in respect of the Berry Hall Estate ii. That the assessment of the forestry business was sufficient in respect of the Berry Hall Estate iii. That the assessment of the Christmas tree business was sufficient in respect of the Berry Hall Estate

Ref No	Issue	Summary of Disagreement
		iv. That the assessment of impacts on residents at [REDACTED] and Merrywood House were sufficient
11	Landscape and Visual Impact	In respect of Highways England's assessment of landscape and visual impact, <u>Mr Meynell does not agree:</u> i. That the landscape and visual impact assessment sufficiently considered the [REDACTED]
12	Tree Protection	In respect of Highways England's Table 3.1 of the Environmental Management Plan, secured by Requirement 4 of the draft DCO, <u>Mr Meynell does not agree:</u> i. That it provides suitable tree protection for the relevant trees on the [REDACTED]
13	National Grid Gas Works	The Parties have been unable to agree early access for National Grid Gas Works. As a result, the Applicant no longer seeks early access. Mr Meynell does not agree that this matter is relevant to the Examination.
14	Operational mitigation measures	In respect of Highways England's proposed mitigation measures for the Scheme's operational effects, <u>Mr Meynell does not agree:</u> i. The Applicant does not need to provide a permanent noise and visual screening bund between [REDACTED] and the southern roundabout of Wood Lane junction.

ANNEX A: Affected Landowner Meeting Minute 10th October 2017

NK357322

Mr Anthony Charles Meynell
[REDACTED]

Scheme – A47 North Tuddenham to Easton

Attendee's :

Mr Philip Lea Hyde

James Powis

Hansel Charles

Concerns/Queries:

- Can we move the roundabout at Berry's Lane slightly East to align with the current Berrys Lane junction. The reason for this is that on both sides of the road at the start of Berry's Lane there is a shelter belt with nice specimen trees. The area is often visited by Royal Forestry Society due to the type of tree here and the current alignment of the junction and side road strategy will remove the tree's.
- Berry's Lane is part of the STRAVA cycle scheme route
- As it stands the existing side road strategy does not provide access to the existing A47 I will need this to access my land as I need HGV access. In addition there is a property not shown on the land referencing map between plots 67 and 130 where my neighbour lives. If no access is provided to the existing A47 he will not be able to access his house.
- Can we put preventative measures at the end of Berry's lane at the junction with Mattishall Road as this junction is not suitable for HGV to turn safely.

ANNEX B: Honingham Parish Council Meeting Note

- Please find at: https://www.honinghampc.info/files/ugd/882802_e0f626e9103a4d96ab05058831cd2aa6.pdf
- Highways England's recollection of the meeting is that Mr Meynell read a pre-prepared speech in which he asked that the whole junction should be moved north.
- Mr Meynell's is as per the minutes, which alludes to that.

ANNEX C: Submissions by the Parties in relation to the issues between them

- 1.1.1. This section summarises the submissions made by the Parties in their representations on the issues between them to the ExA during the Examination.
- 1.1.2. The issues relate to or are set out within the following documents lodged during the DCO application process:-
- **Relevant Representations** and **Written Representations** submitted by ACM for the BHE, plus HE's responses and further comments on those responses submitted by both parties
 - **Presentation of Alternative options** for Wood Lane Junction submitted by ACM, in response to which HE submitted a report on appraisal review (incl. a subsequent update), and to which ACM's engineer has replied by Technical Notes.
 - **HE's and other IPs' responses to ExQ1** and ACM's comments upon them.
 - **Written summaries lodged by both parties of their respective oral submissions** at the hearings attended by both of them (CAH1, CAH2, ISH2, CAH3 and ISH3), and in relation to some, responses to the Written Summaries and comments on those responses
 - **A letter lodged by the parties jointly** on 16 November 2021 confirming the extent of matters agreed to that date.
 - **HE's responses to ExQ3** and ACM's comments upon them.
 - **Other documents with comments on respective submissions** lodged during the Examination process.
- 1.1.3. The table below sets out in tabular form the references in the Examination Library documents referred or alluded to above.

Ref	Category	ACM Submission	HE response or submission	Follow-up Comments by both Parties
1.	Relevant Representations	RR-075	REP1-013 page 73 (ref RR-061)	ACM = REP2-026 HE = REP3-025 (item 3)
2.	Written Representations	REP1-043 to -059 and -061	REP3-022 page 3 (item 4)	ACM = REP4-025, REP6-025 & REP8-020 (sect B, page iii) HE = REP5-016 (item 3, page 4) & REP7-015 (item 3, page 3)
3.	ExQ1		REP2-014	ACM = REP3-044 and REP3-043 (annex 4) [HE = REP3-023 – not re ACM]
4.	Presentation of Alternatives	REP3-045	(HE Appraisal) AS-022 to AS-025 and Revised Appraisal (REP6-016 (tracked))	ACM = REP4-023 (app. A, page 18), REP7-024 & REP7-037 HE = REP8-013 (item 5 – (NB the references in the table at 5.1.5 to REP7-023 should be to REP7-024)
5.	CAH1 written summaries	REP4-022	REP4-013	
6.	CAH2 written summaries	REP4-024	REP4-013	
7.	ISH2 written summaries (see below for specific items followed up)	REP4-023	REP4-015	(See below 7.1 – 7.3 for specific follow-up)
7.1	(ISH2 heritage issues)		Annex C to REP4-015	ACM = REP6-033 & REP8-020

Ref	Category	ACM Submission	HE response or submission	Follow-up Comments by both Parties
				HE = REP7-015 (item 3)
7.2	(ISH2 landscape issues		REP4-015, pages 44-45	ACM = REP7-023 & REP8-020 HE = REP8-013, para 5.1.4
7.3	(ISH2 transport/alternative options)	Annex A to REP4-023 (alternatives technical note)		HE = REP5-016 (item 3), REP7-015 (item 3, pp5-6), REP8-013 ACM (as per item 4 above)
8.	ExA's action list after CAH 1-2 and ISH 1-2		REP4-016 incl Annex A	ACM = REP6-025 HE = REP6-017 (item 3, pp5-6)
9.	Information given to Applicant after ASI	REP6-034		
10.	Letter recording agreement	REP4-044	REP4-044	
11.	ExQ3		REP6-018 incl App A – long sections	ACM = REP7-024 & -037, REP8-020 (sect A) on Hist. Engl at REP6-022); sect B) para 10 on long sections
12.	CAH3 written summaries	REP8-026	REP7-016	ACM = REP8-029
13.	ISH3 written summaries	REP8-025	REP7-017	ACM = REP8-020 sect C)
14.	ExA's action list after ISH 3)		REP7-018	