

Evans, Rebecca

From: Lucy Freeman [REDACTED]
Sent: 08 November 2023 11:42
To: A12chelmsfordA120
Cc: Barry Murphy; James Smith
Subject: A12 Widening DCO - Response to Consultation Letter dated 27/10/2023
Attachments: Countryside Zest Letter of Assurance_05_July_2023 REVISED ARDENT AND WBD 7 July 2023(181245460.1) Clean.pdf; A12_Agreement_Plans_R5_Countryside_Zest-Overall_22062023-Countryside_Zest-Plan1.pdf; 230711.CZ Response to DCO Deadline 8 Final.pdf

Categories: SoS Consultation Response

Good morning,

We act on behalf of Countryside and L&Q (Beaulieu Park) LLP (Interested Party Ref – A12C-AFP057), a joint venture made up of Countryside Partnerships and L&Q, who are both the landowner and developer of the Beaulieu Outline Planning Permission (OPP), which was granted in 2014 for 3,600 homes, new roads, schools, neighbourhood centre and business park (ref. 09/01314/EIA).

As per the consultation letter received on 27th October 2023, seeking comments from the Applicant, All Interested Parties, Essex County Council, Caden Gas Limited and Brice Aggregates Limited, we wish to submit comments on question 5, which is inviting comments from all interested parties on the wording for the newly drafted Requirement 22 set out in the draft DCO.

I refer to our previous submission dated 11th July 2023 (please see attached) which confirmed that we withdraw our objection on behalf of Countryside and L&Q (Beaulieu Park) LLP, subject to the implementation of the 'Letter of Assurance' from National Highways. This letter is attached, however I would like to bring your attention to paragraph 8.3 which states the following:

“National Highways Limited will design its works in Plot 2/15a as shown on Plan 1 to facilitate a connection of a proposed footway and cycleway within land shown edged and hatched black on Plan 1. National Highways Limited will consult with CZ by way of a review and sign off process after detailed design (both parties acting reasonably) for the detailed design”.

In addition, I have attached the plan which is agreed between both parties and demonstrates that National Highways will be integrating their designs into the plans for our client's wider scheme of Beaulieu.

With this requirement set out within the Letter of Assurance in mind, the current drafted wording of Requirement 22 is not in line with the agreements between our client and National Highways. As a relevant landowner, we request that the text is revised **[additions in red and underlined]** as follows:

“Timing of consultation

22. —(1) Where any paragraph in this Schedule requires the undertaker to consult with any **authority, statutory body, landowner or adjacent landowners**, the undertaker must, subject to sub-paragraph (2), provide that the **authority, statutory body, landowner or adjacent landowners** with not less than 28 days from the provision of any documents being consulted upon for any response to the consultation. (2) The undertaker may consent, such consent not to be unreasonably withheld, to an extension of period in sub-paragraph (1)(a) so that an **authority, statutory body, landowner or adjacent landowners** has not less than 42 days from provision of any documents being consulted upon to provide a response to the consultation following a request made by an **authority, statutory body, landowner or adjacent landowners** no later than 21 days from receipt of any documents being consulted upon. (3) Where sub-paragraph (2) applies an

authority, statutory body, landowner or adjacent landowners must provide a response to the consultation as soon as reasonably practicable."

We therefore request, that this additional wording is taken into consideration alongside the reasons for these proposed changes.

Many thanks,
Lucy

Lucy Freeman

BA (Hons) MSc MRTPI
Planner

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DWD

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Date: 11/07/2023
Your Ref: TR010060
Our Ref: 6364E

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The Planning Inspectorate
National Infrastructure Planning
Temple Quay House
2 The Square
Bristol
BS1 6PN

Dear Planning Inspectorate

PLANNING ACT 2008 – RESPONSE TO EXAMINING AUTHORITY DEADLINE 8
RE: A12 CHELMSFORD TO A120 WIDENING SCHEME

We act on behalf of Countryside Zest (Beaulieu Park) LLP 'CZ' (Interested Party Ref: A12C-AFP057), a joint venture made up of Countryside Partnerships and L&Q, who are the landowner and developer of the Beaulieu Outline Planning Permission (OPP), which was granted in 2014 for 3,600 homes, new roads, schools, neighbourhood centre and business park (ref. 09/01314/EIA).

I refer to our previous submission dated 7th June 2023 (Deadline 6) which confirmed CZ maintained its objection to the proposed DCO plans until a satisfactory agreement was reached between National Highways and CZ to ensure there would be no conflict between the proposed DCO plans and CZ's ongoing delivery of the Beaulieu OPP.

A satisfactory agreement has now been finalised between National Highways and CZ in the form of the enclosed 'Letter of Assurance' dated 7th July 2023.

I can therefore confirm that CZ withdraw their formal objection to the proposed DCO subject to the implementation of the enclosed 'Letter of Assurance' and accompanying Plan 1 and Plan 2.

Yours faithfully,

Barry Murphy
Partner
DWD

Enc. National Highways Letter of Assurance 7th July 2023 including Plan 1 and Plan 2



FAO David Potter
Countryside Zest (Beaulieu Park) LLP
Countryside House
The Drive
Great Warley
Brentwood
CM13 3AT

A12 Chelmsford to A120 widening
Project Team
National Highways
Woodlands
Manton Lane
Bedford
MK41 7LW

0300 123 5000

Date: 7th July 2023

Dear Mr Potter,

**Application for development consent -
The Proposed A12 Chelmsford to A120 Widening Scheme Order
Land at Beaulieu Park, Boreham, Essex**

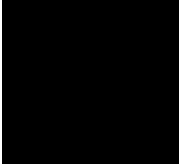
1. I am authorised by National Highways Limited to write to Countryside Zest (Beaulieu Park) LLP (CZ) to provide the following assurances in connection with the proposed A12 Widening Scheme.
2. National Highways Limited's application for development consent for its proposed scheme for modernising the A12 between Chelmsford and the A120 (the **A12 Scheme**) requires the acquisition and /or use of land held by CZ, at Beaulieu Park, Boreham in Essex. CZ is in the process of developing its Beaulieu Park scheme and in addition Network Rail Infrastructure Limited is to provide its new Beaulieu Park Station.
3. The plots referenced in the land plans and the book of reference submitted with the application for development consent for the A12 scheme as being interests held by CZ are listed at Schedule 1 to this letter of assurance (the **CZ Plots**).
4. National Highways Limited and CZ have been working together to resolve issues arising from the proposed compulsory acquisition of interests in CZ's land.
5. Negotiations identified key points that can be dealt with by way of Assurance from National Highways Limited. In consideration of those assurances CZ will be able to withdraw all of its representations made to the Examination considering National Highways Limited's application for development consent for its A12 Scheme.
6. These assurances are made conditional on:
 - 6.1 The Order being made by the Secretary of State; and
 - 6.2 NH taking steps to begin the A12 Scheme
7. The assurances provided in this letter may be re-provided in the contractual arrangements that are proposed to be entered into by National Highways Limited and CZ. The provisions of such agreement will prevail over these assurances.

The Assurances

8. National Highways Limited can provide the following assurances to CZ, which apply until the parties conclude the proposed detailed agreement between them:

- 8.1 National Highways Limited will take no steps to acquire, whether by compulsion or by agreement, any of the interests in that part of the CZ Plot 2/15a that is shown edged and hatched black on Plan 1.
- 8.2 Following the grant of development consent for the A12 Scheme, and National Highways Limited commencing the A12 Scheme, National Highways Limited will not seek to compulsorily acquire any new rights or serve notices seeking temporary powers over plot 2/15c shown on Plan 2 if at the relevant time National Highways has the benefit of, or can call for the benefit of, a right of access (with or without vehicles plant and machinery) over the land shown dark green on Plan 1.
- 8.3 National Highways Limited will design its works in Plot 2/15a as shown on Plan 1 to facilitate a connection of a proposed footway and cycleway within land shown edged and hatched black on Plan 1. National Highways Limited will consult with CZ by way of a review and sign off process after detailed design (both parties acting reasonably) for the detailed design..
- 8.4 Subject to paragraph 8.5 below, following its acquisition of the freehold of plot 2/15a National Highways will construct a footway and cycleway on plot 2/15a in accordance with its detailed design. After the completion of National Highways Limited's works in this plot, National Highways Limited and CZ may agree for the footway and cycleway to become a footway and cycleway that is dedicated as a public right of way and maintained at the public expense by the local highway authority. Pending adoption of the footway and cycleway within plot 2/15a by the local highway authority National Highways Limited will maintain the footway and cycleway within that plot (excluding any footway and cycleway on the land shown and hatched black) to a reasonable condition.
- 8.5 If CZ require the provision of a footway and cycleway that accords with National Highways' Limited's detailed design following the acquisition of Plot 2/15a by National Highways Limited but before National Highways Limited commences works in Plot 2/15a then National Highways Limited will provide a licence on reasonable terms to CZ to allow for the laying out and opening of the footway and cycleway on Plot 2/15a. Such licence will provide that:
- (a) the works will be carried out to National Highways Limited's reasonable specification and requirements compatible with its proposed works in the plot, including that the footway and cycleway should be capable of being adopted by the local highway authority;
 - (b) The footway and cycleway will be maintained by CZ pending adoption or pending National Highways Limited constructing its works (whichever is the earlier);
 - (c) National Highways Limited may close the footway and cycleway on reasonable notice to CZ if reasonably required for National Highways Limited to carry out a relevant part of the A12 Scheme.
- 8.6 In respect of the permanent easement that will connect the public highway to plot 2/15a, the easement is for the purpose of constructing, inspecting, repairing and maintaining the A12 and its related WCH infrastructure. The Easement will give National Highways Ltd the right to pass and repass over the easement land for that purpose and remain on the land as is reasonably necessary for those purposes. The easement route is shaded red on Plan 1 and runs along the existing PRow route of Bridleway 23 Boreham and provides for National Highways Ltd agree to any relevant rerouting of the permanent easement route upon reasonable notice on the basis that a suitable alternative route is provided before the route then being used at National Highways Limits is closed. This 'lift and shift' clause is documented in the Heads of Terms that have been agreed between the parties.

Yours sincerely,



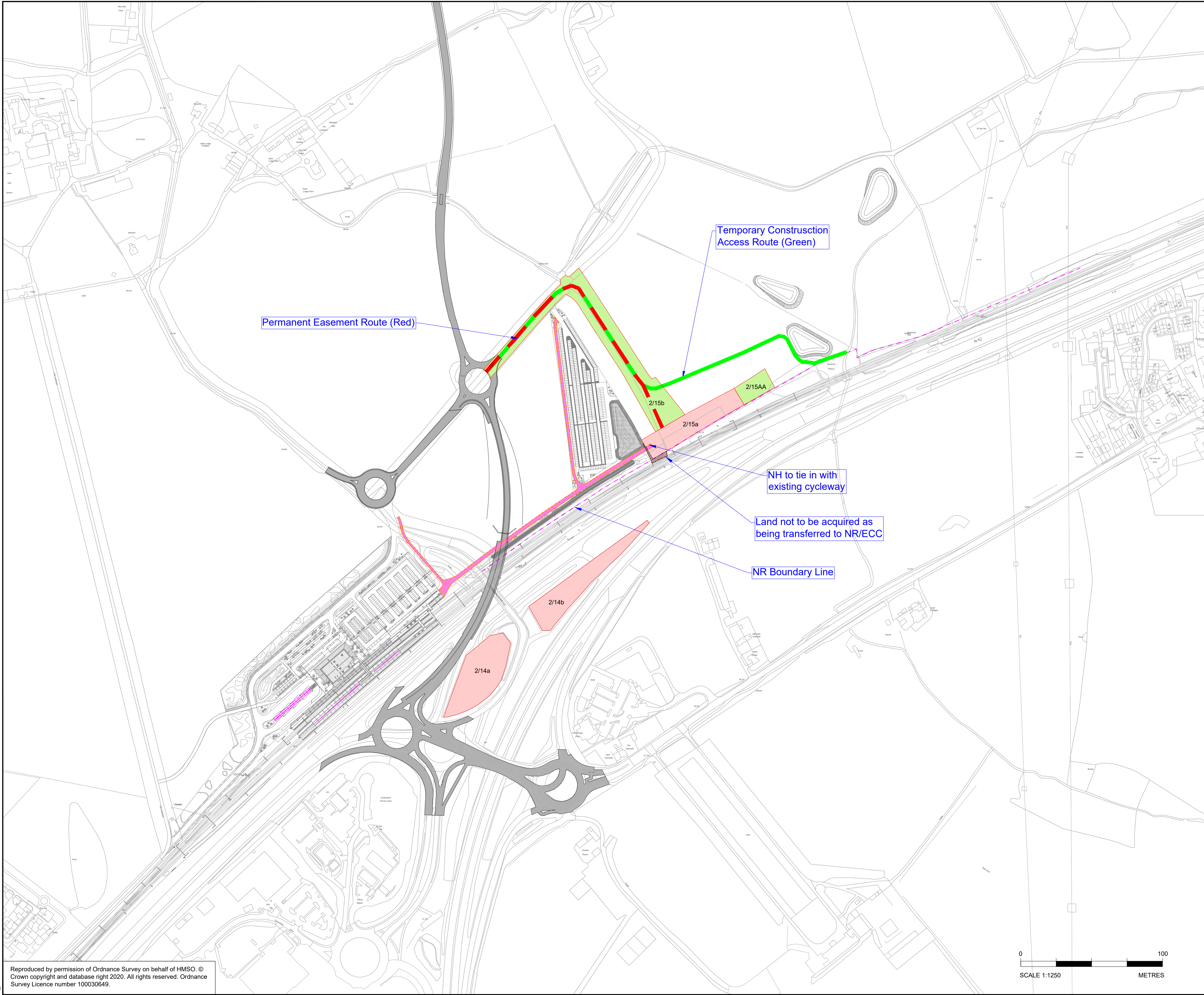
Phil Davie
Project Director

Authorised Signatory
For and on behalf of National Highways Limited

Schedule 1 – CZ's Plots.

Plot	Title Number	Acquisition proposed by National Highways Limited in draft DCO
2/14a	EX428237	Permanent acquisition of all interests in land.
2/14b	EX442727	Permanent acquisition of all interests in land.
2/15a	EX646326	Permanent acquisition of all interests in land.
2/15b	EX646326	Land to be used temporarily.
2/15c	EX646326	Land to be used temporarily and new rights to be acquired permanently.
2/15f	EX646326	Land to be used temporarily.
2/15g	EX646326	Land to be used temporarily.

M:\CAD Team\A12\Agreement Plans\A12_Agreement_Plans_RS_Countryside_Zest-Overall_20262023.dwg - 05/07/2023 16:04:10 - Countryside_Zest-Plan1 - glines



Notes

1. All dimensions are in meters unless otherwise stated.
2. The base mapping is based on Ordnance Survey (O/S) Data.

Legend

- Permanent acquisition of all interests in land
Area = 15,495 sq.m
- Land to be used Temporarily
Area = 12,371 sq.m
- Provisional Order Limits

Titles Affected:

EX911593

Permanent Easement Route (Red)

Temporary Construction Access Route (Green)

NH to tie in with existing cycleway

Land not to be acquired as being transferred to NR/ECC

NR Boundary Line

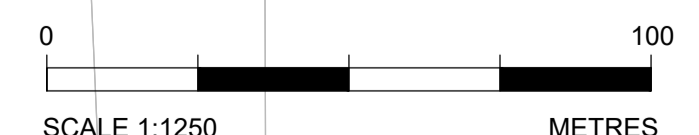
2/14a

2/14b

2/15b

2/15a

2/15AA



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Rev	Rev. Date	Purpose of revision	Drawn	Checked	Rev'd	Apprv'd
Development Consent Order Number:		Development Consent Order Drawing Number:				
TR010060						

Client

Project REGIONAL DELIVERY PARTNERSHIP
A12 CHELMSFORD TO A120 WIDENING SCHEME

Drawing title
**PLAN 1
COUNTRYSIDE ZEST
(BEAULIEU PARK) LLP
SHEET 1 OF 1**

Drawing status
S3 - SUITABLE FOR REVIEW AND COMMENT

State Code	Preliminary		
Project Stage	PCF3		
Scale	1:1250	DO NOT SCALE	
Jacobs No.	B36601D1	Rev	P01
Client no.	HE551497		

Drawing number: **HE551497 - JAC - HGN - SCHW - DR - C - 0221**

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