



Gatwick Airport Northern Runway Project

Compulsory Acquisition and Temporary Possession –
Status of Negotiations

Book 10

VERSION: 1.0

DATE: AUGUST 2024

Application Document Ref: 10.71

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1 Gatwick Airport (Northern Runway Project) Order - Compulsory Acquisition Schedule and Status Report)

- 1.1.1 This document replaces the Land Rights Tracker submitted by the Applicant at Procedural Deadline A, Deadline 3, 4,5, 6 and 7 of the Examination and provides an update from the position documented within the Land Rights Tracker at Deadline 7 [[REP7-065](#)]. It has been prepared in response to Action Point 5 of Compulsory Acquisition Hearing 2 [[EV19-07](#)] to provide the status of negotiations and agreements in relation to land as at Deadline 9 in the form requested by the ExA.
- 1.1.2 This document identifies the status of negotiations with landowners on land agreements, with statutory undertakers on Protective Agreements/Protective Provisions and with the relevant Crown Authorities in relation to obtaining consent pursuant to section 135 of the Planning Act 2008.
- 1.1.3 As set out in the Chapter 24 of the Closing Submissions (Doc Ref 10.73), the Applicant currently owns 93% of the land required to deliver the Project.
- 1.1.4 The Status of Negotiations table is structured according to 9 categories and provides the relevant information about each of the parties within that category. The definition of the categories and the number of parties within each category are set out below:

Agreements Category	Total Number*
SECTION 1: Acquisition concluded or Option Agreement signed and exchanged	2

SECTION 2: Legal agreement being finalised or agreed. Exchange expected shortly	2
SECTION 3: Legal agreement progressing, no issues to note	4
SECTION 4: Heads of Terms and/or Memorandum of Understanding agreed	1
SECTION 5: Heads of terms and/or Memorandum of Understand in negotiation	9
SECTION 6: Affected Party not engaging with the Applicant	4
SECTION 7: Agreement not required	1
SECTION 8: Crown Land Consent	5
SECTION 9: Statutory Undertakers – Protective Provisions and/or Protective Agreement	21
Bespoke protective provisions / protective agreement agreed	5
Bespoke protective provisions / protective agreement under negotiation	1
Confirmed that no bespoke protective provisions / protective agreement required	3
No bespoke protective provisions requested –	12

standard provisions apply
<i>* total number of statutory undertakers in Section 9 does not double count undertakers for which there are multiple rows in the document</i>

1. Column A identifies the Reference Number assigned to the Landowner or Organisation.
2. Column B identifies the name of the Landowner or Organisation as listed in the Book of Reference.
3. Column C identifies the status of the voluntary agreement.
4. Column D identifies the details of contact made by the Applicant following Deadline 7.
5. Column E identifies the comments or next steps following the Applicant's attempt to contact and/or contact made and next steps for reaching agreement.
6. Column F identifies the relevant Plot Number in the Book of Reference where the interest is listed.
7. Column G identifies the description of the Land.
8. Column H identifies the Class of rights to be acquired i.e. Permanent or Permanent Rights.
9. Column I identifies the relevant work number related to the party listed.
10. Column J identifies the reason for the acquisition of the land or rights.

11. Column K identifies the relevant reference number assigned to each Relevant Representation in the Examination Library.
12. Column L identifies the relevant written representation reference number in the Examination library.
13. Column M identifies the relevant reference number assigned to any other document submitted by the Interested Party/Affected Person in the Examination Library.
14. Column N identifies the reference number assigned to the Applicant's relevant responses.

The status descriptions are further clarified below:

- **SECTION 1: Acquisition concluded or Option Agreement signed and exchanged** – legal agreement completed
- **SECTION 2: Legal agreement being finalised. Exchange expected shortly** – legal agreement in the process of finalising the remaining points and moving to engrossments and signatures. Exchange expected shortly.
- **SECTION 3: Legal drafting progressing no issues to note** - at an advanced stage of drafting and therefore an agreement expected in the short-term.
- **SECTION 4: Heads of Terms and/or Memorandum of Understanding agreed**- legal agreements started or agreed in principle but unlikely to be completed by the end of the Examination process.
- **SECTION 5: Heads of terms and/or Memorandum of Understand in negotiation**– a detailed update is given regarding negotiations over Heads of Terms and/or alternative terms for a voluntary agreement.
- **SECTION 6: Affected Party not engaging with the Applicant** - The Applicant has continued to progress these agreements but the affected party is not engaging with the Applicant.

- **SECTION 7: Agreement not required** – The Applicant has agreed with the party that an agreement is not required.
- **SECTION 8: Crown Land Consent**– The Applicant has requested consent pursuant to section 135 of the Planning Act 2008 from the relevant Crown Authorities.
- **SECTION 9: Protective Agreement and bespoke Protective Provisions** - The Applicant has issued a Protective Agreement and/or the Statutory Undertaker has proposed bespoke Protective Provisions, the terms of which are being negotiated.



Status of Negotiations

Table with columns A-N: Ref, SECTION 1: Acquisition concluded or Option Agreement signed and exchanged, SECTION 2: Legal agreement being finalised or agreed. Exchange expected shortly, SECTION 3: Legal drafting progressing, no issues to note, SECTION 4: Heads of Terms and/or Memorandum of Understanding agreed, SECTION 5: Heads of terms and/or Memorandum of Understand in negotiation. Includes details of landowners, status of agreement, contact details, comments, and various reference numbers.

43272	Surrey County Council	The Applicant and SCC have progressed discussion on both Bayhome Farm and Gatwick Dairy Farm post Deadline 7 and the heads of terms for Gatwick Dairy Farm are now agreed. However, following an in person meeting and several emails sent between the parties to try and reach an agreement, it has not been possible to resolve all of the issues raised by Surrey County Council as landowner (SCCA). Further detail on the progress these negotiations is provided in Chapter 24 of the Closing Submission (Doc Ref. 10.73)	An in person meeting between the parties took place on 14 August 2024, alongside regular email correspondence.	The Applicant will continue to negotiate terms with the landowner's Agent to try and agree a voluntary arrangement with them.	1/009, 1/010, 1/013, 1/013A, 1/019, 1/024, 1/027, 1/031, 1/032, 1/035, 1/038, 1/039, 1/042, 1/046, 1/047, 1/049, 1/053, 1/056, 1/073, 4/462, 4/468, 4/470, 4/495	As described in the BoR	Land Subject to Permanent Acquisition, Land Subject Permanent Acquisition of Rights and Land Subject Permanent Acquisition of Rights (presumed highway)	35, 37, 40	35: Works associated with the South Terminal Junction Improvements 37: Works associated with the Longbridge Roundabout junction 40: Works associated with land to the north east of Longbridge Roundabout	RR-438 RR-439	REP1-096	AcC-019, AcC-020 AS-057, AS-058, AS-069, AS-070 PDLA-023 REP1-097, REP1-098, REP1-099, REP1-100, REP1-101 REP2-061, REP2-062, REP2-063, REP2-064, REP2-065, REP2-081 REP3-133, REP3-135, REP3-146, REP3-147 REP4-049, REP4-050, REP4-051, REP4-052, REP4-053, REP4-054, REP4-056, REP4-057, REP4-058, REP4-059, REP4-060, REP4-061, REP4-062, REP4-063, REP4-064, REP4-065, REP4-066, REP4-067, REP4-068, REP4-069, REP4-070, REP4-071, REP4-072, REP4-073 REP5-093, REP5-094, REP5-095 REP5-111, REP5-112 REP6-099, REP6-100, REP6-101 REP6-103, REP6-104, REP6-105, REP6-106, REP6-107, REP6-108, REP6-109, REP6-110, REP6-111, REP6-112 REP7-102, REP7-103, REP7-104, REP7-105, REP7-107, REP7-108, REP7-109, REP7-110 REP8-126, REP8-127, REP8-161, REP8-162, REP8-163, REP8-164, REP8-165, REP8-166, REP8-167, REP8-168	REP1-045 REP3-072 REP3-078 REP3-079 REP3-081 REP3-082 REP4-026 REP4-027 REP4-028 REP4-031 REP5-051 REP5-052 REP5-074 REP5-079 REP6-063 REP6-064 REP6-090 REP6-093 REP6-096 REP7-069 REP7-070 REP7-080 REP7-095 REP8-115
102473	Walnut Gardens Limited	The Applicant has continued to attempt to negotiate with representatives for Walnut Gardens Limited, and provided wording that was updated in the Code of Construction Practice, which is relevant to Walnut Garden property. An option agreement and a Memorandum of Understanding (MoU) has been rejected by Walnut Gardens Limited. At this stage the applicant does not expect that the voluntary agreement will be completed by close of the examination.	Further emails were exchanged the w/c 12th August 2024, but no further progress has been made	The Applicant will continue to negotiate terms with the landowner's Agent to try and agree a voluntary arrangement with them.	1/012, 1/016, 1/022, 1/023, 1/033, 1/040	As described in the BoR	Land Subject to Permanent Acquisition and Land Subject Permanent Acquisition of Rights	37, N/A	37: Works associated with the Longbridge Roundabout junction N/A: Minor works, including protective works, access or utility diversions.	n/a	n/a	n/a	n/a
SECTION 6: Affected Party not engaging with the Applicant													
	Landowner	STATUS OF AGREEMENT	Details of contact made since DL7	Comments/Next Steps	Book of Ref Plot No.	Description of the Land	Description of Rights Requested	Works Number(s)	Reason for acquisition of land or rights	Relevant Ref No.	Written Ref No.	Ref No. for any other docs submitted by IP/AP	Ref No. for Applicant's Responses
102452	Horley Estates Limited	The Applicant issued updated Heads of Terms on the 25th March 2024, following which the landowner instructed solicitors and expressed an unwillingness to enter into the agreement. The Applicant has since contacted the landowner on a number of occasions, and the position has not changed.	N/A	The Applicant will continue to attempt to make contact and progress an agreement, however it can only do so if the Land Interest is willing to enter into such an agreement.	1/028, 1/043, 1/044, 1/045, 1/048, 1/051, 1/054	As described in the BoR	Land Subject Permanent Acquisition of Rights	N/A	Minor works, including protective works, access or utility diversions.	n/a	n/a	n/a	n/a
102605	Britannia Hotels Limited	The Applicant has continued to attempt to meet with and consult with the Landowner, however, to date Britannia Hotels has chosen to not discuss the concerns raised within their original Relevant Representation. The Applicant is confident that it has exhausted all reasonable endeavors to reach a voluntary agreement, and has given Britannia Hotels opportunities to provide responses.	Following Deadline 7, the Applicant has attempted via email and telephone to make progress with Britannia Hotels, however, no further response has been provided.	The Applicant will continue to attempt to make contact and progress an agreement, however it can only do so if the Land Interest is willing to enter into such an agreement.	1/087, 1/089, 1/090, 1/091, 1/092	As described in the BoR	Land Subject to Permanent Acquisition and Land Subject Permanent Acquisition of Rights	37, N/A	37: Works associated with the Longbridge Roundabout junction N/A: Minor works, including protective works, access or utility diversions.	RR-0529	REP1-119	n/a	REP1-048 REP3-072
102440	Obm Contractors Ltd	The Applicant has continued to attempt to consult and meet with the Landowner. However this has not yielded any response or progress. The Applicant intends to continue to reach a voluntary agreement, but is conscious of the responses received to date being unwilling to enter into such an agreement	The Applicant has attempted to speak with the Land Interest, however, they are not willing to negotiate with the Applicant to agree to a voluntary agreement.	The Applicant will continue to attempt to make contact and progress an agreement, however it can only do so if the Land Interest is willing to enter into such an agreement.	1/030, 1/033, 1/041	As described in the BoR	Land Subject to Permanent Acquisition	37	Works associated with the Longbridge Roundabout junction	n/a	n/a	n/a	n/a
102507	David Jonathan Smith	The Applicant has issued numerous correspondence and undertaken extensive investigations, but to date have been unable to make contact with David Jonathan Smith.	N/A	The Applicant will erect letters at the site of the land parcel to provide updates on the projects progress, and give the Land Interest further opportunities to contact the Applicant.	1/005, 1/006	As described in the BoR	Land Subject Permanent Acquisition of Rights and Land Subject Permanent Acquisition of Rights (presumed highway)	37, N/A	37: Works associated with the Longbridge Roundabout junction N/A: Minor works, including protective works, access or utility diversions	n/a	n/a	n/a	n/a
SECTION 7: Agreement not required													
	Landowner	STATUS OF AGREEMENT	Details of contact made since DL7	Comments/Next Steps	Book of Ref Plot No.	Description of the Land	Description of Rights Requested	Works Number(s)	Reason for acquisition of land or rights	Relevant Ref No.	Written Ref No.	Ref No. for any other docs submitted by IP/AP	Ref No. for Applicant's Responses
159367	Brimcan Investments Ltd	The Applicant currently holds a sufficient leasehold interest in the land.	N/A	N/A	4/550	As described in the BoR	Land Subject Permanent Acquisition of Rights	N/A	Minor works, including protective works, access or utility diversions.	n/a	n/a	n/a	n/a
SECTION 8: Crown Land Consent													
	Landowner	STATUS OF AGREEMENT	Details of contact made since DL7	Comments/Next Steps	Book of Ref Plot No.	Description of the Land	Description of Rights Requested	Works Number(s)	Reason for acquisition of land or rights	Relevant Ref No.	Written Ref No.	Ref No. for any other docs submitted by IP/AP	Ref No. for Applicant's Responses
53880	Secretary of State for Transport	The Applicant has provided all the information concerning SoS for Transport land that has been requested, as well as meeting with them on the 21st of May 2024 to answer any additional queries raised. The s135 consent is now with the SoS for Transport's legal team to carry out final due diligence and process the consent for signature. The Applicant anticipates that s135 consent will be received prior to the Examining Authority's recommendation.	The Applicant has been regularly engaging via email and telephone correspondence with the Secretary of State for Transport post Deadline 7.	The Applicant will continue to seek s.135 consent.	3/442	As described in the BoR	Land Subject to Permanent Acquisition	n/a	Not SU	RR-4547	n/a	n/a	REP1-048
54592	Secretary of State for Levelling Up, Housing and Communities	The Applicant is engaging and negotiating with the Secretary of State for Levelling Up, Housing and Communities' appointed agent and solicitors in respect of a Memorandum of Understanding. The Applicant anticipates that s135 consent will be received prior to the Examining Authority's recommendation.	The Applicant has been regularly engaging via email and telephone correspondence with the Secretary of State for Levelling Up, Housing and Communities post Deadline 7.	The Applicant will continue to seek s.135 consent.	1/113, 1/123, 1/126, 1/128, 1/129, 1/130, 1/153, 1/156, 1/159, 1/162, 1/169, 1/171, 1/181, 1/186, 1/194, 1/195, 1/202, 1/203, 1/208, 1/209, 1/215, 1/217, 1/220, 1/239, 1/247, 1/265, 1/280, 1/282, 1/285, 1/290, 1/300, 1/301, 1/311, 1/312, 1/313, 1/315, 2/322, 2/330, 2/341, 2/342, 2/344, 2/350, 2/357, 2/362, 3/373, 3/375, 3/376, 3/387, 3/388, 3/390, 3/399, 3/404, 3/407, 3/411, 3/414, 3/416, 3/416A, 3/421, 3/434, 3/440, 4/504, 4/506, 4/508, 4/513, 4/514, 4/515, 4/516, 4/519, 4/522, 4/523, 4/525, 4/527, 4/529, 4/530, 4/532, 4/533, 4/539, 4/544, 4/547, 4/548, 4/552, 4/553, 4/555, 4/556, 4/560, 4/563, 4/573, 4/574, 4/585, 4/588, 4/591, 4/594, 4/596, 5/609, 5/610, 5/611, 5/613, 5/615, 5/618, 5/618A, 5/623, 5/623A, 5/623B, 5/623C, 5/641, 5/645, 5/647, 5/663, 5/666, 5/669, 6/673, 6/704, 6/710, 6/725, 6/726, 6/734, 6/737, 6/739, 6/743, 6/744	As described in the BoR	Land Subject to Permanent Acquisition and Land Subject Permanent Acquisition of Rights	n/a	Not SU	RR-4547	REP1-104	n/a	REP1-048
104656	HM Revenue & Customs	The Applicant is engaging and negotiating with HM Revenue & Customs' appointed agent and solicitors in respect of a Memorandum of Understanding. The Applicant anticipates that s135 consent will be received prior to the Examining Authority's recommendation.	The Applicant has been regularly engaging via email and telephone correspondence with the HM Revenue & Customs post Deadline 7.	The Applicant will continue to seek s.135 consent.	1/113, 1/123, 1/126, 1/128, 1/129, 1/130, 1/153, 1/156, 1/159, 1/162, 1/169, 1/171, 1/181, 1/186, 1/194, 1/195, 1/202, 1/203, 1/208, 1/209, 1/215, 1/217, 1/220, 1/239, 1/247, 1/265, 1/280, 1/282, 1/285, 1/290, 1/300, 1/301, 1/311, 1/312, 1/313, 1/315, 2/322, 2/330, 2/341, 2/342, 2/344, 2/350, 2/357, 2/362, 3/373, 3/375, 3/376, 3/387, 3/388, 3/390, 3/399, 3/404, 3/407, 3/411, 3/414, 3/416, 3/416A, 3/421, 3/434, 3/440, 4/504, 4/506, 4/508, 4/513, 4/514, 4/515, 4/516, 4/519, 4/522, 4/523, 4/525, 4/527, 4/529, 4/530, 4/532, 4/533, 4/539, 4/544, 4/547, 4/548, 4/552, 4/553, 4/555, 4/556, 4/560, 4/563, 4/573, 4/574, 4/585, 4/588, 4/591, 4/594, 4/596, 5/609, 5/610, 5/611, 5/613, 5/615, 5/618, 5/618A, 5/623, 5/623A, 5/623B, 5/623C, 5/641, 5/645, 5/647, 5/663, 5/666, 5/669, 6/673, 6/704, 6/710, 6/725, 6/726, 6/734, 6/737, 6/739, 6/743, 6/744	As described in the BoR	Land Subject to Permanent Acquisition and Land Subject Permanent Acquisition of Rights	n/a	Not SU	RR-4547	REP1-104	n/a	REP1-048
104969	Office for National Statistics	The Applicant received s.135 consent from the Office for National Statistics on 20th of August 2024.	The Applicant has been engaging with the Office for National Statistics since Deadline 7 in order to receive the s.135 consent required.	N/A	1/113, 1/123, 1/126, 1/128, 1/129, 1/130, 1/153, 1/156, 1/159, 1/162, 1/169, 1/171, 1/181, 1/186, 1/194, 1/195, 1/202, 1/203, 1/208, 1/209, 1/215, 1/217, 1/220, 1/239, 1/247, 1/265, 1/280, 1/282, 1/285, 1/290, 1/300, 1/301, 1/311, 1/312, 1/313, 1/315, 2/322, 2/330, 2/341, 2/342, 2/344, 2/350, 2/357, 2/362, 3/373, 3/375, 3/376, 3/387, 3/388, 3/390, 3/399, 3/404, 3/407, 3/411, 3/414, 3/416, 3/416A, 3/421, 3/434, 3/440, 4/504, 4/506, 4/508, 4/513, 4/514, 4/515, 4/516, 4/519, 4/522, 4/523, 4/525, 4/527, 4/529, 4/530, 4/532, 4/533, 4/539, 4/544, 4/547, 4/548, 4/552, 4/553, 4/555, 4/556, 4/560, 4/563, 4/573, 4/574, 4/585, 4/588, 4/591, 4/594, 4/596, 5/609, 5/610, 5/611, 5/613, 5/615, 5/618, 5/618A, 5/623, 5/623A, 5/623B, 5/623C, 5/641, 5/645, 5/647, 5/663, 5/666, 5/669, 6/673, 6/704, 6/710, 6/725, 6/726, 6/734, 6/737, 6/739, 6/743, 6/744	As described in the BoR	Land Subject to Permanent Acquisition and Land Subject Permanent Acquisition of Rights	n/a	Not SU	RR-4547	n/a	n/a	REP1-048
104978	UK Visas and Immigration	The Applicant is engaging and negotiating with UK Visas and Immigration's appointed agent and solicitors in respect of a Memorandum of Understanding. The Applicant anticipates that s135 consent will be received prior to the Examining Authority's recommendation.	The Applicant has been regularly engaging via email and telephone correspondence with the UK Visas and Immigration post Deadline 7.	The Applicant will continue to seek s.135 consent.	1/113, 1/123, 1/126, 1/128, 1/129, 1/130, 1/153, 1/156, 1/159, 1/162, 1/169, 1/171, 1/181, 1/186, 1/194, 1/195, 1/202, 1/203, 1/208, 1/209, 1/215, 1/217, 1/220, 1/239, 1/247, 1/265, 1/280, 1/282, 1/285, 1/290, 1/300, 1/301, 1/311, 1/312, 1/313, 1/315, 2/322, 2/330, 2/341, 2/342, 2/344, 2/350, 2/357, 2/362, 3/373, 3/375, 3/376, 3/387, 3/388, 3/390, 3/399, 3/404, 3/407, 3/411, 3/414, 3/416, 3/416A, 3/421, 3/434, 3/440, 4/504, 4/506, 4/508, 4/513, 4/514, 4/515, 4/516, 4/519, 4/522, 4/523, 4/525, 4/527, 4/529, 4/530, 4/532, 4/533, 4/539, 4/544, 4/547, 4/548, 4/552, 4/553, 4/555, 4/556, 4/560, 4/563, 4/573, 4/574, 4/585, 4/588, 4/591, 4/594, 4/596, 5/609, 5/610, 5/611, 5/613, 5/615, 5/618, 5/618A, 5/623, 5/623A, 5/623B, 5/623C, 5/641, 5/645, 5/647, 5/663, 5/666, 5/669, 6/673, 6/704, 6/710, 6/725, 6/726, 6/734, 6/737, 6/739, 6/743, 6/744	As described in the BoR	Land Subject to Permanent Acquisition and Land Subject Permanent Acquisition of Rights	n/a	Not SU	RR-4547	REP1-104	n/a	REP1-048
SECTION 9: Statutory undertakers - protective provisions and/or protective agreement													
	Landowner	STATUS OF AGREEMENT	Details of contact made	Comments/Next Steps	Book of Ref Plot No.	Description of the Land	Description of Rights Requested	Works Number(s)	Reason for acquisition of land or rights	Relevant Ref No.	Written Ref No.	Ref No. for any other docs submitted by IP/AP	Ref No. for Applicant's Responses
SECTION 9(a): Bespoke protective provisions / protective agreement agreed													
157368	British Pipeline Agency / Walton-Gatwick Pipeline Limited	A protective side agreement was agreed between the parties and was completed on 29 July 2024. No protective provisions are required on the face of the draft DCO. The British Pipeline Agency confirmed the withdrawal of its objection by letter to PINS dated 31 July 2024 [REP8-138].	Negotiations concluded.	N/A	1/107, 1/111, 1/113, 1/114, 1/118, 1/123, 1/125, 1/128, 1/129, 1/130, 1/175, 3/424	As described in the BoR	Land Subject to Permanent Acquisition	n/a	SU and known operational	RR-0531	REP1-120	REP8-138	REP1-048

22980	National Highways Limited	A Framework Agreement between the Applicant and National Highways is in agreed form and is out for signature by the parties, with completion expected shortly after Deadline 9. The protective provisions included in Part 3 of Schedule 9 of the draft DCO (Doc Ref. 2.1) are agreed between the parties in connection with that Framework Agreement, with the exception of paragraph 18 (indemnity). Though extensive discussions have taken place between National Highways and the Applicant in relation to indemnity coverage, the parties have not managed to reach agreement on this point and have concluded that this matter will need to be decided by the Secretary of State on the EA's recommendation. The Applicant's position on the appropriate drafting to be included in the made DCO is set out in its Closing Submissions (Doc Ref. 10.73) on the draft DCO. Please note that there are multiple rows for National Highways in this table to reflect land held for the purpose of its undertaking (separated into 'operational' and 'non-operational' at the request of National Highways) and other land in which it holds an interest. All of this land is subject to the protective provisions in Part 3 of Schedule 9 of the draft DCO.	Present negotiations concluded.	Secretary of State to decide which of the Applicant's and National Highways' drafting to include as paragraph 18 (indemnity) of Part 3 of Schedule 9 to the draft DCO.	1/104, 1/138, 1/138A, 1/138B, 1/138C, 1/138D, 1/138E, 1/149, 1/150, 1/165, 1/184, 1/190, 1/193, 1/196, 1/200, 1/201, 1/211, 1/216, 1/220, 1/220A, 1/226A, 1/226B, 1/227, 1/229, 1/232, 1/233, 1/242, 1/243, 1/244, 1/254, 1/260, 1/261, 1/265, 1/266, 1/267, 1/268, 1/270, 1/271, 1/273, 1/289, 1/289A, 1/290, 1/290A, 1/292A, 1/296, 1/296A, 1/302, 4/463, 4/465, 4/465A, 4/467, 4/467A, 4/467B, 4/469, 4/473, 4/474, 4/474A, 4/474B, 4/474C, 4/475, 4/477, 4/480, 4/481, 4/482, 4/484, 4/486, 4/486A, 4/486B, 4/492, 4/497, 4/531	As described in the BoR	Land Subject to Permanent Acquisition, Land Subject Permanent Acquisition of Rights and Land Subject Permanent Acquisition of Rights (presumed highway)	1/150, 1/165, 1/211, 1/226A, 1/243 only	SU and known operational	RR-3222	REP1-087 REP1-088	PDLA-021 REP1-086 REP2-053 REP2-054 REP2-055 REP2-056 REP2-057 REP3-137 REP3-138 REP3-139 REP3-140 REP4-075 REP4-076 REP4-077 REP4-078 REP4-079 REP5-103 REP5-104 REP5-105 REP5-106 REP6-113 REP6-114 REP6-115	REP1-036 REP3-030 REP4-031 REP5-059 REP5-060	
22980	National Highways Limited	Please see above. Please note that there are multiple rows for National Highways in this table to reflect land held for the purpose of its undertaking (separated into 'operational' and 'non-operational' at the request of National Highways) and other land in which it holds an interest. All of this land is subject to the protective provisions in Part 3 of Schedule 9 of the draft DCO.	Present negotiations concluded.	See above.	1/198, 1/204, 1/206, 1/213, 1/218, 1/221, 1/225, 1/228, 1/231, 1/236, 1/240, 1/242A, 1/256, 1/257, 1/259, 1/297	As described in the BoR	Land Subject to Permanent Acquisition, Land Subject Permanent Acquisition of Rights and Land Subject Permanent Acquisition of Rights (presumed highway)	1/242A only	SU and non-operational	RR-3222	REP1-087 REP1-088	PDLA-021 REP1-086 REP2-053 REP2-054 REP2-055 REP2-056 REP2-057 REP3-137 REP3-138 REP3-139 REP3-140 REP4-075 REP4-076 REP4-077 REP4-078 REP4-079 REP5-103 REP5-104 REP5-105 REP5-106 REP6-113 REP6-114 REP6-115	REP1-036 REP3-030 REP4-031 REP5-059 REP5-060	
22980	National Highways Limited	Please see above. Please note that there are multiple rows for National Highways in this table to reflect land held for the purpose of its undertaking (separated into 'operational' and 'non-operational' at the request of National Highways) and other land in which it holds an interest. All of this land is subject to the protective provisions in Part 3 of Schedule 9 of the draft DCO.	Present negotiations concluded.	See above.	1/104, 1/138, 1/138A, 1/138B, 1/138C, 1/138D, 1/138E, 1/196, 1/198, 1/209, 1/215, 1/217, 1/220, 1/220A, 1/234, 1/239, 1/247, 1/248, 1/261, 1/242, 1/242A, 1/243, 1/257, 1/259, 1/266, 1/268, 1/297, 4/467, 4/467A, 4/467B, 4/474, 4/474A, 4/474B, 4/474C, 4/477, 4/480, 4/481, 4/486, 4/486A, 4/486B, 4/497	As described in the BoR	Land Subject to Permanent Acquisition, Land Subject Permanent Acquisition of Rights and Land Subject Permanent Acquisition of Rights (presumed highway)	34, 35, 36, 37 N/A	34: Works to remove Car Park B South, remove Car Park B North and deliver replacement open space 35: Works associated with the South Terminal Junction Improvements 36: Works associated with the North Terminal Junction Improvements 37: Works associated with the Longbridge Roundabout junction N/A: Minor works, including protective works, access or utility diversions.	RR-3222	REP1-087 REP1-088	PDLA-021 REP1-086 REP2-053 REP2-054 REP2-055 REP2-056 REP2-057 REP3-137 REP3-138 REP3-139 REP3-140 REP4-075 REP4-076 REP4-077 REP4-078 REP4-079 REP5-103 REP5-104 REP5-105 REP5-106 REP6-113 REP6-114 REP6-115	REP1-036 REP3-030 REP4-031 REP5-059 REP5-060	
19976	Network Rail Infrastructure Limited	A Framework Agreement between the Applicant and Network Rail is in agreed form and will shortly be circulated for signature by the parties, with completion expected shortly after Deadline 9. The protective provisions included in Part 4 of Schedule 9 to the latest version of the draft DCO (Doc Ref. 2.1 v11) (as amended at Deadline 9) are agreed between the parties in connection with the Framework Agreement. Subject to completion of the Framework Agreement, the Applicant understands that Network Rail will withdraw its objection prior to the end of the examination. Please note that there are multiple rows for Network Rail in this table to reflect land held for the purpose of its undertaking and other related land in which it holds an interest. All of this land is subject to the protective provisions in Part 4 of Schedule 9 of the draft DCO.	Present negotiations concluded.	N/A	1/113, 1/123, 1/126, 1/128, 1/129, 1/130, 1/153, 1/156, 1/159, 1/162, 1/169, 1/171, 1/181, 1/186, 1/194, 1/195, 1/202, 1/203, 1/205, 1/208, 1/209, 1/215, 1/217, 1/220, 1/220A, 1/234, 1/239, 1/247, 1/248, 1/261, 1/265, 1/267, 1/268, 1/271, 1/277, 1/280, 1/282, 1/285, 1/286, 1/290, 1/296, 1/296A, 1/297, 1/300, 1/301, 1/311, 1/312, 1/313, 1/315, 2/322, 2/330, 2/341, 2/342, 2/344, 2/350, 2/357, 2/362, 3/373, 3/375, 3/376, 3/387, 3/388, 3/390, 3/393, 3/398, 3/399, 3/400, 3/401, 3/411, 3/414, 3/416, 3/416A, 3/416B, 3/421, 3/434, 3/435, 3/436, 3/439, 3/440, 3/446, 4/504, 4/506, 4/508, 4/512, 4/513, 4/514, 4/515, 4/516, 4/519, 4/522, 4/523, 4/525, 4/527, 4/529, 4/530, 4/532, 4/533, 4/539, 4/544, 4/547, 4/548, 4/552, 4/553, 4/555, 4/556, 4/557, 4/558, 4/558A, 4/560, 4/563, 4/567, 4/568, 4/573, 4/574, 4/575, 4/576, 4/577, 4/577A, 4/577B, 4/578, 4/581, 4/582, 4/585, 4/586, 4/587, 4/588, 4/591, 4/593, 4/594, 4/596, 4/598, 4/599, 5/600, 5/610, 5/611, 5/613, 5/615, 5/618, 5/618A, 5/623, 5/623A, 5/623B, 5/623C, 5/641, 5/645, 5/647, 5/663, 5/666, 5/669, 5/673, 6/683, 6/700, 6/704, 6/710, 6/725, 6/726, 6/734, 6/737, 6/739, 6/743, 6/744, 7/752	As described in the BoR	Land Subject to Permanent Acquisition, Land Subject Permanent Acquisition of Rights and Land Subject Permanent Acquisition of Rights (presumed highway)	n/a	SU and known operational	RR-3247	REP1-090 REP1-091	REP1-092 REP2-058 REP3-142 REP4-080 REP5-107 REP5-108	REP1-048 REP4-031 REP5-063	
19976	Network Rail Infrastructure Limited	Please see above. Please note that there are multiple rows for Network Rail in this table to reflect land held for the purpose of its undertaking and other related land in which it holds an interest. All of this land is subject to the protective provisions in Part 4 of Schedule 9 of the draft DCO.	Present negotiations concluded.	N/A	1/205, 1/234, 1/248, 1/261, 1/267, 1/271, 1/277, 1/286, 3/446	As described in the BoR	Land Subject to Permanent Acquisition and Land Subject Permanent Acquisition of Rights	34, 35, 36, N/A	34: Works to remove Car Park B South, remove Car Park B North and deliver replacement open space 35: Works associated with the South Terminal Junction Improvements 36: Works associated with the North Terminal Junction Improvements N/A: Minor works, including protective works, access or utility diversions.	RR-3247	REP1-090 REP1-091	REP1-092 REP2-058 REP3-142 REP4-080 REP5-107 REP5-108	REP1-048 REP4-031	
54071 & 98974	South Eastern Power Networks PLC & UK Power Networks Services (South East) Limited	A protective Side Agreement between the Applicant and South Eastern Power Networks (for whom UK Power Networks is the agent) was completed on 15 August 2024. As a result, no protective provisions are required on the face of the Order.	Negotiations concluded.	N/A	1/005, 1/006, 1/011, 1/012, 1/013A, 1/014, 1/016, 1/019, 1/021, 1/030, 1/031, 1/032, 1/034, 1/035, 1/041, 1/049, 1/055, 1/056, 1/057, 1/061, 1/061, 1/065, 1/066, 1/068, 1/075, 1/076, 1/077, 1/078, 1/081, 1/086, 1/088, 1/091, 1/092, 1/097, 1/098, 1/104, 1/107, 1/110, 1/138, 1/138B, 1/143, 1/149, 1/160, 1/172, 1/177, 1/183, 1/200, 1/205, 1/220, 1/220A, 1/232, 1/234, 1/235, 1/238, 1/242, 1/244, 1/247, 1/248, 1/251, 1/252, 1/260, 1/261, 1/265, 1/268, 1/270, 1/271, 1/278, 1/281, 1/285, 1/289, 1/289A, 1/290, 1/290A, 1/292A, 1/293, 1/294, 1/295, 1/296, 1/296A, 1/302, 1/306, 1/319, 2/320, 2/322, 2/323, 2/324, 2/329, 2/333, 2/339, 2/345, 2/349, 2/351, 2/352, 2/353, 2/360, 3/364, 3/367, 3/368, 3/374, 3/376, 3/377, 3/380, 3/392, 3/393, 3/398, 3/411, 3/412, 3/415, 3/416, 3/417, 3/424, 3/434, 3/435, 3/436, 3/439, 3/442, 3/446, 3/453, 3/454, 3/456, 3/457, 3/458, 4/461, 4/463, 4/464, 4/465, 4/465A, 4/467, 4/467A, 4/468, 4/470, 4/471, 4/473, 4/474A, 4/475, 4/477, 4/481, 4/482, 4/484, 4/486, 4/486A, 4/486B, 4/488, 4/497, 4/499, 4/500, 4/502, 4/503, 4/509, 4/512, 4/513, 4/516, 4/519, 4/521, 4/525, 4/527, 4/529, 4/531, 4/532, 4/533, 4/535, 4/536, 4/539, 4/541, 4/543, 4/544, 4/547, 4/549, 4/552, 4/553, 4/555, 4/556, 4/557, 4/560, 4/563, 4/564, 4/572, 4/572A, 4/573, 4/574, 4/577B, 4/578, 4/581, 4/584, 4/585, 4/586, 4/587, 4/588, 4/591, 4/592, 4/593, 4/594, 4/596, 4/597, 4/598, 4/599, 5/627, 5/631, 5/633, 5/634, 5/634A, 5/635, 5/636, 5/643, 5/649, 5/669, 5/670, 5/671, 5/672, 5/675, 5/677, 6/682, 6/683, 6/684, 6/684A, 6/684B, 6/686, 6/693, 6/695, 6/697, 6/699, 6/705, 6/708, 6/712, 6/714, 6/717, 6/719, 6/721, 6/725, 6/726, 6/729, 6/732, 6/735, 6/738, 6/742, 6/744, 6/745, 6/747, 6/748, 6/750, 6/751, 7/753, 7/754, 7/758, 7/761, 7/762	As described in the BoR	Land Subject to Permanent Acquisition, Land Subject Permanent Acquisition of Rights and Land Subject Permanent Acquisition of Rights (presumed highway)	n/a	SU and known operational	n/a	n/a	n/a	n/a	n/a
43356	Southern Gas Networks PLC	A Side Agreement between the Applicant and Southern Gas Networks is in agreed form and is out for signature by the parties, with completion expected shortly after Deadline 9. The protective provisions included in Part 5 of Schedule 9 to the draft DCO (Doc Ref. 2.1 v11) are agreed between the parties in connection with the Side Agreement. The Applicant understands that, subject to completion of the Side Agreement, Southern Gas will withdraw its objection prior to the end of the examination.	Negotiations concluded.	N/A	1/005, 1/006, 1/007, 1/008, 1/010, 1/011, 1/014, 1/019, 1/021, 1/024, 1/030, 1/031, 1/033, 1/042, 1/049, 1/055, 1/056, 1/057, 1/063, 1/065, 1/066, 1/068, 1/075, 1/076, 1/077, 1/078, 1/079, 1/080, 1/081, 1/083, 1/086, 1/088, 1/098, 1/101, 1/107, 1/113, 1/114, 1/116, 1/119, 1/120, 1/124, 1/125, 1/126, 1/128, 1/131, 1/138B, 1/141, 1/142, 1/143, 1/145, 1/155, 1/160, 1/174, 1/183, 1/190, 1/197, 1/202, 1/206, 1/209A, 1/234, 1/239, 1/242, 1/245, 1/260, 1/265, 1/270, 1/278, 1/282, 1/283, 1/285, 1/289, 1/289A, 1/290, 1/290A, 1/292A, 1/293, 1/294, 1/295, 1/296, 1/296A, 1/299A, 1/300, 1/302, 1/303, 1/306, 1/307, 1/309, 1/312, 1/317, 1/319, 2/320, 2/322, 2/324, 2/325, 2/326, 2/327, 2/328, 2/333, 2/339, 2/344, 2/345, 2/347, 2/347A, 2/350, 2/354, 2/355, 2/356, 2/360, 3/363, 3/370, 3/373, 3/375, 3/376, 3/384, 3/388, 3/391, 3/398, 3/405, 3/415, 3/416, 3/416A, 3/416B, 3/424, 3/437, 3/438, 3/440, 3/441, 3/451, 3/459, 4/461, 4/464, 4/468, 4/470, 4/474A, 4/486A, 4/488, 4/490, 4/492, 4/494, 4/497, 4/498, 4/500, 4/501, 4/503, 4/504, 4/505, 4/506, 4/507, 4/517, 4/530, 4/531, 4/532, 4/533, 5/600, 5/601, 5/602, 5/605, 5/612, 5/618, 5/618A, 5/619, 5/634, 6/684A, 6/695, 6/696, 6/697, 6/699, 6/703, 6/713, 6/714, 6/716, 6/720, 6/721, 6/725, 6/726, 6/730, 6/731, 6/735, 6/742, 6/744, 6/746, 6/747, 6/750, 6/751	As described in the BoR	Land Subject to Permanent Acquisition, Land Subject Permanent Acquisition of Rights and Land Subject Permanent Acquisition of Rights (presumed highway)	1/007, 1/008 only	SU and known operational	RR-4238	REP1-268	n/a	REP1-048	
SECTION 9(b): Bespoke protective provisions / protective agreement under negotiation														

7261	Comerstone Telecommunications Infrastructure Limited	<p>The Applicant has received no further correspondence from CTIL following further information that was requested by CTIL. The Applicant has followed up, requesting a response. The most recent communication with Cluttons (agent for CTIL) was on the 16 August. CTIL has not requested bespoke protective provisions nor objected to the powers in the draft DCO. In any event, the Applicant considers that the protective provisions contained within the draft DCO sufficiently protect CTIL's undertaking for the following reasons.</p> <p>CTIL is an electronic communications code operator and therefore the protective provisions in Part 2 of Schedule 9 to the draft DCO (Doc Ref. 2.1 v11) will apply. These provisions (paragraph 3) provide that the exercise of article 41 (statutory undertakers) is subject to Part 10 (undertaker's works affecting electronic communications apparatus) of the electronic communications code. This is a detailed statutory regime which governs the interaction between various undertakers' works and in-situ electronic communications apparatus, which includes e.g. provisions regarding notice of works, expenses payable by the undertaker and alterations that can be made to apparatus.</p> <p>As a statutory scheme comprising a schedule to the Communications Act 2003 (as amended by the Digital Economy Act 2017), this has been judged by Parliament to ensure suitable protection for an electronic communications code operator's interest.</p> <p>Part 2 of Schedule 9 to the draft DCO (Doc Ref. 2.1 v11) also provides for the undertaker to bear reasonable costs incurred by an electronic communications code operator in making good damage caused to its apparatus by the authorised development and for any expenses, loss, damages etc. incurred as a consequence.</p>	<p>16.08.24 - Cluttons provided commentary on assets. 14.08.24 - Protective Provisions reshared with Cluttons. 14.08.24 - In response to the letter, Cluttons requested a copy of Protective Provisions. 13.08.24 - The Applicant provided the latest draft Order, highlighting Schedule 9 Part 2. 07.08.24 - Cluttons seeking clarity on protective provisions in the draft Order. 29.07.24 - The Applicant chased review. 26.06.24 - Cluttons confirmed still under review. 26.06.24 - The Applicant chased review. 05.06.24 - Cluttons confirmed receipt of cell sites. 30.05.24 - The Applicant provided works no. and descriptors of the proposed works. 21.05.24 - The Applicant provided clarity on the assets. 10.04.24 - Cluttons seeking clarity on assets. 20.02.24 - The Applicant's correspondence with Cluttons regarding fees. 19.12.23 - Correspondence with Cluttons regarding DCO change application - The Applicant chased confirmation of assets. Agreed to speak in the New Year. 29.11.23 - The Applicant chased Cluttons in relation to confirming the location of their assets. 14.11.23 - Call with Cluttons regarding protective provisions for CTIL, Telefonica and Vodafone and correspondence resending Protective Provisions. 13.11.23 - Correspondence with Cluttons. 19.07.23 - Follow up e-mail to specific contact re Protective Provisions 18.07.23 - Protective Provisions issued 23.05.23 - Protective Provisions introduction letter</p>	No further action required - standard protective provisions offer sufficient protection.	1/278, 3/415	As described in the BoR	Land Subject to Permanent Acquisition	n/a	SU and known operational	n/a	n/a	n/a	n/a
08711	EE Limited	<p>The Applicant has reached out to EE Limited on several occasions, the latest being the 13 August 2024, but as of yet, no meaningful response has been received. Three of these communications included copies of the PPs included in the draft DCO.</p> <p>EE Limited has not requested bespoke protective provisions nor objected to the powers in the draft DCO. In any event, the Applicant considers that the protective provisions contained within the draft DCO sufficiently protect EE's undertaking for the following reasons.</p> <p>EE Limited is an electronic communications code operator and therefore the protective provisions in Part 2 of Schedule 9 to the draft DCO (Doc Ref. 2.1 v11) will apply. These provisions (paragraph 3) provide that the exercise of article 41 (statutory undertakers) is subject to Part 10 (undertaker's works affecting electronic communications apparatus) of the electronic communications code. This is a detailed statutory regime which governs the interaction between various undertakers' works and in-situ electronic communications apparatus, which includes e.g. provisions regarding notice of works, expenses payable by the undertaker and alterations that can be made to apparatus.</p> <p>As a statutory scheme comprising a schedule to the Communications Act 2003 (as amended by the Digital Economy Act 2017), this has been judged by Parliament to ensure suitable protection for an electronic communications code operator's interest.</p> <p>Part 2 of Schedule 9 to the draft DCO (Doc Ref. 2.1 v11) also provides for the undertaker to bear reasonable costs incurred by an electronic communications code operator in making good damage caused to its apparatus by the authorised development and for any expenses, loss, damages etc. incurred as a consequence.</p>	<p>13.08.24 - The Applicant issued an engagement letter notifying the undertaker about the forthcoming conclusion of Examination and to seek confirmation that the draft protective provisions in the Order are sufficient for their undertaking. 06.08.24 - The Applicant provided scheme updates and chased Protective Provisions 06.08.24 - Ericsson confirmed chasing Estates on PPs 02.08.24 - The Applicant chased Protective Provisions 14.06.24 - The Applicant chased Protective Provisions 23.04.24 - Ericsson confirmed Protective Provisions sitting with Estates Team. 22.04.24 - Protective Provisions chaser email & contact 18.04.24 - The Applicant issued the proposed works plans 03.04.24 - The Applicant chased communications on Protective Provisions 07.03.24 - The Applicant reissued Protective Provisions to Ericsson 06.03.24 - Ericsson confirmed they represent the interests EE Limited, Hutchinson 3G Limited and MNR. 05.03.24 - The Applicant emailed Ericsson 30.11.23 - Protective Provisions chaser letter issued 18.07.23 - Protective Provisions issued 23.05.23 - Protective Provisions introduction letter</p>	No further action required - standard protective provisions offer sufficient protection.	1/278, 1/296, 3/415	As described in the BoR	Land Subject to Permanent Acquisition and Land Subject Permanent Acquisition of Rights (presumed highway)	n/a	SU and known operational	n/a	n/a	n/a	n/a
42220	Esso Petroleum Company Limited	<p>The Applicant's solicitors sent a marked-up copy of Esso's proposed protective provisions to Esso's appointed solicitors on 28 June 2024. The Applicant received an acknowledgement but has received no further response, despite sending four emails chasing for further engagement. Prior to Deadline 8 the Applicant informed solicitors for Esso that it would be submitting its marked up form of Esso's protective provisions in the draft DCO at Deadline 8. Following CH2 the Applicant notified Esso of the ExA's direction that this Status of Negotiations document be produced and the requirement for Esso to specify any disagreement with the Applicant's amended form of bespoke protective provisions. The Applicant has received no response to any of these emails.</p> <p>Esso has not objected to the powers in the draft DCO. In any event, the Applicant considers that the amended bespoke protective provisions included as Part 7 of Schedule 9 to the draft DCO (Doc Ref. 2.1 v11) adequately protect Esso's undertaking.</p> <p>Paragraph 3 of the provisions require that the undertaker can only acquire Esso's apparatus by agreement and can only acquire their existing rights or interests in accordance with the other provisions in that Part of that Schedule, which require that suitable alternative rights are first afforded.</p> <p>Paragraph 4 sets out a detailed process if the undertaker requires Esso's apparatus to be removed and diverted and paragraph 6 provides a protective regime to be followed in the event that works are to be carried out near to apparatus of Esso retained in the land. Paragraph 8 provides for the undertaker to bear Esso's reasonable costs and expenses in connection with the protective and/or removal and diversion measures and paragraph 9 provides an indemnity by the undertaker to Esso in respect of consequential damage to property and other losses.</p>	<p>13.08.24 - Further email to Esso's solicitor informing him of ExA's direction that a Status of Negotiations document be submitted at Deadline 9 and the requirement on statutory undertakers to respond to this. 29.07.24 - Further email to Esso's solicitor informing him that GAL would submit its marked up version of Esso's protective provisions at D8 02.07.24 - Further email to Esso's solicitor chasing response 14.07.24 - Email to Esso's solicitors with query regarding fee undertaking 18.07.24 - Email received from Esso's solicitor regarding fee undertaking 14.07.24 - Chaser email sent to Esso's solicitor regarding protective provisions 23.05.24 - Email sent to Esso's solicitor by GAL's solicitor enclosing marked up bespoke protective provisions 03.04.24 - Standard protective provisions received by GAL from Esso's agent 18.03.24 - Chased Protective Provision status updates 25.02.24 - Agent confirmed Protective Provisions with lawyers 29.02.24 - Chaser email to agent 25.01.24 - Email to agent to reissue Protective Provisions 20.11.23 - Protective Provisions chaser letter issued 18.07.23 - Protective Provisions issued 23.05.23 - Protective Provisions introduction letter</p>	No further action required - bespoke protective provisions offer sufficient protection.	1/682, 1/685, 1/111, 1/113, 1/114, 1/123, 1/125, 1/126, 1/128, 1/129, 1/130, 1/153, 1/156, 1/159, 1/162, 1/169, 1/171, 1/175, 1/181, 1/183, 1/186, 1/194, 1/195, 1/202, 1/203, 1/208, 1/209, 1/215, 1/217, 1/220, 1/239, 1/247, 1/265, 1/280, 1/282, 1/285, 1/290, 1/300, 1/301, 1/309, 1/311, 1/312, 1/313, 1/315, 2/322, 2/330, 2/341, 2/342, 2/344, 2/347A, 2/350, 2/357, 2/362, 3/373, 3/375, 3/376, 3/387, 3/388, 3/390, 3/399, 3/404, 3/407, 3/411, 3/414, 3/416, 3/418A, 3/418B, 3/421, 3/424, 3/434, 3/440, 4/504, 4/506, 4/508, 4/513, 4/514, 4/515, 4/516, 4/519, 4/522, 4/523, 4/525, 4/527, 4/529, 4/530, 4/532, 4/533, 4/539, 4/544, 4/547, 4/548, 4/552, 4/553, 4/555, 4/556, 4/560, 4/563, 4/573, 4/574, 4/585, 4/588, 4/591, 4/594, 4/596, 5/609, 5/610, 5/611, 5/613, 5/615, 5/618, 5/618A, 5/623, 5/623A, 5/623B, 5/623C, 5/641, 5/645, 5/647, 5/663, 5/666, 5/669, 5/673, 6/704, 6/710, 6/725, 6/726, 6/734, 6/737, 6/739, 6/743, 6/744								
64144	GTC Pipelines Limited	<p>The Applicant has had good engagement to date with GTC. GTC raised some queries regarding the Applicant's continued use of its gas distribution assets and the Applicant has provided confirmation on this. GTC has not requested bespoke protective provisions.</p> <p>The standard protective provisions for electricity, gas, water and sewage undertakers in Part 1 of Schedule 9 to the draft DCO (Doc Ref. 2.1 v11) will apply to GTC. These adequately protect GTC's undertaking.</p> <p>Paragraphs 4 and 5 of the provisions ensure adequate access to the utility undertaker's apparatus notwithstanding exercise of the Order powers. Paragraph 6 prevents the undertaker from acquiring the utility undertaker's apparatus without consent.</p> <p>Paragraph 7 sets out a detailed process if the undertaker requires the utility undertaker's apparatus to be removed and diverted and paragraph 9 provides a protective regime to be followed in the event that works are to be carried out near to apparatus of the utility undertaker retained in the land. Paragraph 10 provides for the undertaker to bear the utility undertaker's reasonable expenses in connection with the protective and/or removal and diversion and paragraph 11 requires the undertaker to make reasonable compensation to a utility undertaker for expenses, loss, damages or costs they incur by damage or interruption to their apparatus.</p>	<p>30.07.24 - GTC questioning whether Protective Provisions are needed due to assets being unaffected. 29.07.24 - Protective Provisions reissued. 15.07.24 - Email from GTC requesting reshare of Protective Provisions 15.07.24 - Email to GTC concerning Protective Provisions chaser. 15.07.24 - Email from GTC regarding re-engagement in October to confirm usage. 01.07.24 - Emailed GTC to provide the requested information. 21.06.24 - GTC chaser 20.05.24 - GTC seeking updates 20.04.24 - Email to GTC 15.04.24 - Email from GTC concerning gas supply and future requirements. 18.03.24 - Email to GTC to forward technical contact details. 18.03.24 - Email from GTC regarding future gas supply 18.03.24 - Email to GTC concerning the Transfer Baggage Facility gas supply. 05.03.24 - The Applicant and Colin Thomas met with GTC. 19.12.23 - Email to GTC. 25.08.23 - Email to GTC 18.08.23 - Email from GTC 18.07.23 - Protective Provisions issued 23.05.23 - Protective Provisions introduction letter</p>	No further action required - standard protective provisions offer sufficient protection.	1/101, 1/132, 1/202, 3/424	As described in the BoR	Land Subject to Permanent Acquisition	n/a	SU and known operational	n/a	n/a	n/a	REP1-191
7260	Hutchison 3G Limited	<p>The Applicant has reached out to Hutchison 3G Limited on several occasions, the latest being the 13 August 2024, but as of yet, no meaningful response has been received. Three of these communications included copies of the PPs included in the draft DCO.</p> <p>Hutchison 3G Limited has not requested bespoke protective provisions nor objected to the powers in the draft DCO. In any event, the Applicant considers that the protective provisions contained within the draft DCO sufficiently protect Hutchison 3G Limited's undertaking.</p> <p>Hutchison 3G Limited is an electronic communications code operator and therefore the protective provisions in Part 2 of Schedule 9 to the draft DCO (Doc Ref. 2.1 v11) will apply. These provisions (paragraph 3) provide that the exercise of article 41 (statutory undertakers) is subject to Part 10 (undertaker's works affecting electronic communications apparatus) of the electronic communications code. This is a detailed statutory regime which governs the interaction between various undertakers' works and in-situ electronic communications apparatus, which includes e.g. provisions regarding notice of works, expenses payable by the undertaker and alterations that can be made to apparatus.</p> <p>As a statutory scheme comprising a schedule to the Communications Act 2003 (as amended by the Digital Economy Act 2017), this has been judged by Parliament to ensure suitable protection for an electronic communications code operator's interest.</p> <p>Part 2 of Schedule 9 to the draft DCO (Doc Ref. 2.1 v11) also provides for the undertaker to bear reasonable costs incurred by an electronic communications code operator in making good damage caused to its apparatus by the authorised development and for any expenses, loss, damages etc. incurred as a consequence.</p>	<p>13.08.24 - The Applicant issued an engagement letter notifying the undertaker about the forthcoming conclusion of Examination and to seek confirmation that the draft protective provisions in the Order are sufficient for their undertaking. 06.08.24 - The Applicant provided scheme updates and chased Protective Provisions 06.08.24 - Ericsson confirmed chasing Estates on PPs 02.08.24 - The Applicant chased Protective Provisions 14.06.24 - The Applicant chased Protective Provisions 23.04.24 - Ericsson confirmed Protective Provisions sitting with Estates Team. 22.04.24 - Protective Provisions chaser email & contact 18.04.24 - The Applicant issued the proposed works plans 03.04.24 - The Applicant chased communications on Protective Provisions 07.03.24 - The Applicant reissued Protective Provisions to Ericsson 06.03.24 - Ericsson confirmed they represent the interests EE Limited, Hutchinson 3G Limited and MNR. 05.03.24 - The Applicant emailed Ericsson 30.11.23 - Protective Provisions chaser letter issued 18.07.23 - Protective Provisions issued 23.05.23 - Protective Provisions introduction letter</p>	No further action required - standard protective provisions offer sufficient protection.	1/278, 1/296, 3/415	As described in the BoR	Land Subject to Permanent Acquisition and Land Subject Permanent Acquisition of Rights (presumed highway)	n/a	SU and known operational	n/a	n/a	n/a	n/a
105606	Lumen Technologies Limited	<p>The Applicant had limited engagement from Lumen in May 2023 regarding the works proposed as part of the Project. The Applicant's land agent reached out to Lumen to update them on project progress in late 2023 and the Applicant's solicitors reached out again via email on 30 January 2024 and 23 February 2024 and by letter to Lumen's registered office address on 15 March 2024 and 13 August 2024. No response has been received from Lumen.</p> <p>In Lumen's original correspondence with the Applicant in 2023, it sent its proposed form of PPs, which mirror those included as standard PPs in the draft Order. The Applicant therefore considers that those protective provisions contained within the draft DCO sufficiently protect Lumen Technologies Limited's undertaking. No objection has been raised by Lumen to the powers in the draft DCO.</p>	<p>13.08.24 - The Applicant issued an engagement letter notifying the undertaker about the forthcoming conclusion of Examination and to seek confirmation that the draft protective provisions in the Order are sufficient for their undertaking. 05.03.24 - New op intro letter issued. 19.07.23 - Follow up e-mail to specific contact re Protective Provisions 18.07.23 - Protective Provisions issued 19.06.23 - Email from Lumen with bespoke protective provisions 19.06.23 - Email to Lumen 25.05.23 - Email from Lumen 23.05.23 - Protective Provisions introduction letter sent</p>	No further action required - standard protective provisions offer sufficient protection.	1/234, 1/248, 1/261, 1/267, 1/268, 1/271, 1/277, 1/286, 3/416, 3/416B, 3/434, 3/442, 3/446, 4/461, 4/464, 4/474A, 4/474B, 4/486A, 4/488, 4/572, 4/584, 4/595, 4/597, 6/683, 7/763	As described in the BoR	Land Subject to Permanent Acquisition, Land Subject Permanent Acquisition of Rights and Land Subject Permanent Acquisition of Rights (presumed highway)	n/a	SU and known operational	n/a	n/a	n/a	n/a

120339	Mobile Broadband Network Limited	<p>The Applicant has reached out to Mobile Broadband Network Limited on several occasions, the latest being 13 August 2024, but as of yet, no meaningful response has been received. Three of these communications included copies of the PPs included in the draft DCO.</p> <p>Mobile Broadband Network Limited has not requested bespoke protective provisions nor raised an objection to the powers in the draft DCO. In any event, the Applicant considers that the protective provisions contained within the draft DCO sufficiently protect Mobile Broadband Network Limited's undertaking.</p> <p>To the extent that MBNL maintains telecommunications apparatus within the site, it would benefit from the protective provisions in Part 2 of Schedule 9 to the draft DCO (Doc Ref. 2.1 v11) will apply. These provisions (paragraph 3) provide that the exercise of article 41 (statutory undertakers) is subject to Part 10 (undertaker's works affecting electronic communications apparatus) of the electronic communications code. This is a detailed statutory regime which governs the interaction between various undertakers' works and in-situ electronic communications apparatus, which includes e.g. provisions regarding notice of works, expenses payable by the undertaker and alterations that can be made to apparatus.</p> <p>As a statutory scheme comprising a schedule to the Communications Act 2003 (as amended by the Digital Economy Act 2017), this has been judged by Parliament to ensure suitable protection for an electronic communications code operator's interest.</p> <p>Part 2 of Schedule 9 to the draft DCO (Doc Ref. 2.1 v11) also provides for the undertaker to bear reasonable costs incurred by an electronic communications code operator in making good damage caused to its apparatus by the authorised development and for any expenses, loss, damages etc. incurred as a consequence.</p>	<p>13.08.24 - The Applicant issued an engagement letter notifying the undertaker about the forthcoming conclusion of Examination and to seek confirmation that the draft protective provisions in the Order are sufficient for their undertaking.</p> <p>08.08.24 - The Applicant provided scheme updates and chased Protective Provisions</p> <p>06.08.24 - Ericsson confirmed chasing Estates on PPs.</p> <p>02.08.24 - The Applicant chased Protective Provisions</p> <p>14.06.24 - The Applicant chased Protective Provisions</p> <p>23.04.24 - Ericsson confirmed Protective Provisions sitting with Estates Team.</p> <p>22.04.24 - Protective Provisions chaser email & contact</p> <p>16.04.24 - The Applicant issued the proposed works plans</p> <p>03.04.24 - The Applicant chased communications on Protective Provisions</p> <p>07.03.24 - The Applicant reassessed Protective Provisions to Ericsson</p> <p>06.03.24 - Ericsson confirmed they represent the interests EE Limited, Hutchinson 3G Limited and MBNL</p> <p>05.03.24 - The Applicant emailed Ericsson</p> <p>30.11.23 - Protective Provisions chaser letter issued</p> <p>18.07.23 - Protective Provisions issued</p> <p>23.05.23 - Protective Provisions introduction letter</p>	No further action required - standard protective provisions offer sufficient protection.	1/276, 1/296, 3/415	As described in the BoR	Land Subject to Permanent Acquisition and Land Subject Permanent Acquisition of Rights (presumed highway)	n/a	SU and known operational	n/a	n/a	n/a	n/a
44081	Sutton and East Surrey Water PLC	<p>SES Water has asked several questions concerning the Project and the protective provisions included in the draft DCO but has not requested bespoke protective provisions. The Applicant has provided all requested information to SES Water. SES Water has not objected to the powers in the draft DCO.</p> <p>The standard protective provisions for electricity, gas, water and sewage undertakers in Part 1 of Schedule 9 to the draft DCO (Doc Ref. 2.1 v11) will apply to SES Water. These adequately protect SES Water's undertaking.</p> <p>Paragraphs 4 and 5 of the provisions ensure adequate access to the utility undertaker's apparatus notwithstanding exercise of the Order powers. Paragraph 6 prevents the undertaker from acquiring the utility undertaker's apparatus without consent.</p> <p>Paragraph 7 sets out a detailed process if the undertaker requires the utility undertaker's apparatus to be removed and paragraph 9 provides a protective regime to be followed in the event that works are carried out near to apparatus of the utility undertaker retained in the land. Paragraph 10 provides for the undertaker to bear the utility undertaker's reasonable expenses in connection with the protective and/or removal and diversion and paragraph 11 requires the undertaker to make reasonable compensation to a utility undertaker for expenses, loss, damages or costs they incur by damage or interruption to their apparatus.</p>	<p>20.08.24 - SES Water's agent confirmed that an update was not expected until after Deadline 9</p> <p>15.08.24 - SES Water's agent confirmed she was still awaiting instructions</p> <p>13.08.24 - Applicant's solicitor informed SES Water's agent of the EA's direction regarding this Status of Negotiations document post-CAH2</p> <p>17.07.24 - SES Water's agent confirmed she was still awaiting instructions</p> <p>17.07.24 - Applicant's solicitor emailed requesting an update</p> <p>28.06.24 - SES Water's agent confirmed she was awaiting instructions</p> <p>28.06.24 - Applicant's solicitor emailed SES Water's agent to enquire as to whether bespoke protective provisions were required</p> <p>14.06.24 - Chased Protective Provisions</p> <p>17.04.24 - Protective Provisions chaser email & contact</p> <p>30.11.23 - Protective Provisions chaser issued.</p> <p>05.07.23 - Protective Provisions issued</p> <p>23.05.23 - Protective Provisions introduction letter</p>	No further action required - standard protective provisions offer sufficient protection.	1/601, 1/603, 1/604, 1/606, 1/607, 1/608, 1/610, 1/611, 1/614, 1/615, 1/617, 1/619, 1/621, 1/624, 1/625, 1/626, 1/627, 1/628, 1/629, 1/630, 1/631, 1/632, 1/633, 1/634, 1/635, 1/636, 1/637, 1/638, 1/639, 1/640, 1/641, 1/642, 1/643, 1/644, 1/645, 1/646, 1/647, 1/648, 1/649, 1/650, 1/651, 1/652, 1/653, 1/654, 1/655, 1/656, 1/657, 1/658, 1/659, 1/660, 1/661, 1/662, 1/663, 1/664, 1/665, 1/666, 1/667, 1/668, 1/669, 1/670, 1/671, 1/672, 1/673, 1/674, 1/675, 1/676, 1/677, 1/678, 1/679, 1/680, 1/681, 1/682, 1/683, 1/684, 1/685, 1/686, 1/687, 1/688, 1/689, 1/690, 1/691, 1/692, 1/693, 1/694, 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1/838, 1/839, 1/840, 1/841, 1/842, 1/843, 1/844, 1/845, 1/846, 1/847, 1/848, 1/849, 1/850, 1/851, 1/852, 1/853, 1/854, 1/855, 1/856, 1/857, 1/858, 1/859, 1/860, 1/861, 1/862, 1/863, 1/864, 1/865, 1/866, 1/867, 1/868, 1/869, 1/870, 1/871, 1/872, 1/873, 1/874, 1/875, 1/876, 1/877, 1/878, 1/879, 1/880, 1/881, 1/882, 1/883, 1/884, 1/885, 1/886, 1/887, 1/888, 1/889, 1/890, 1/891, 1/892, 1/893, 1/894, 1/895, 1/896, 1/897, 1/898, 1/899, 1/900, 1/901, 1/902, 1/903, 1/904, 1/905, 1/906, 1/907, 1/908, 1/909, 1/910, 1/911, 1/912, 1/913, 1/914, 1/915, 1/916, 1/917, 1/918, 1/919, 1/920, 1/921, 1/922, 1/923, 1/924, 1/925, 1/926, 1/927, 1/928, 1/929, 1/930, 1/931, 1/932, 1/933, 1/934, 1/935, 1/936, 1/937, 1/938, 1/939, 1/940, 1/941, 1/942, 1/943, 1/944, 1/945, 1/946, 1/947, 1/948, 1/949, 1/950, 1/951, 1/952, 1/953, 1/954, 1/955, 1/956, 1/957, 1/958, 1/959, 1/960, 1/961, 1/962, 1/963, 1/964, 1/965, 1/966, 1/967, 1/968, 1/969, 1/970, 1/971, 1/972, 1/973, 1/974, 1/975, 1/976, 1/977, 1/978, 1/979, 1/980, 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