### **Tritax Symmetry (Hinckley) Limited**

## HINCKLEY NATIONAL RAIL FREIGHT INTERCHANGE

### The Hinckley National Rail Freight InterchangeDevelopment Consent Order

**Project reference TR050007** 

# Addendum to the Hinckley NRFI SoCG between the Applicant and Network Rail [Signed]

**Document Reference: 19.8.1** 

**Revision: Agreed Final** 

#### 8 March 2024

Planning Act 2008

The Infrastructure Planning (Applications: Prescribed Forms and Procedure) Regulations 2009Regulation 5(2)(q)

#### **OFFICIAL**

#### STATEMENT OF COMMON GROUND • HINCKLEY NATIONAL RAIL FREIGHT INTERCHANGE

**AGREED FINAL VERSION 09** 

**Planning Act 2008** 

TRITAX SYMMETRY (HINCKLEY) LIMITED

PROPOSED HINCKLEY NATIONAL RAIL FREIGHT INTERCHANGE OFF M69 JUNCTION 2, LEICESTERSHIRE

Addendum to the Statement of Common Ground between
Tritax Symmetry (Hinckley) Limited and Network Rail Infrastructure Ltd

#### 1. INTRODUCTION

1.1. This Addendum to the Statement of Common Ground is between the applicant Tritax Symmetry (Hinckley) Limited ('TSH') and Network Rail Infrastructure Limited ('Network Rail').

#### **Purpose of this Addendum**

1.2. The purpose is to inform the Secretary of State through the Planning Inspectorate (as the responsible agency) of the parties' position should the Examining Authority determine that it is not appropriate for ownership of the A47 link bridge to sit with Leicestershire County Council upon completion.

#### 2. ADDITIONAL MATTERS AGREED

2.1. If the Examining Authority determines that it is not appropriate for ownership of the A47 link bridge to sit with Leicestershire County Council upon completion, then Network Rail are prepared in principle to assume ownership of the structure to enable the Project to proceed.

#### 2.2. This is on the basis that:

- TSHL will be responsible for all costs associated with the provision of the replacement bridge and obtaining all necessary consents to allow the works to progress;
- ii. The bridge works will be completed prior to the first connection being commissioned and taken into operational use;
- iii. A commuted sum will be payable to Network Rail by TSHL (the figure to be agreed between parties at a later date);
- iv. Network Rail will take on responsibility of the superstructure (the bridge) and the substructures (the abutments and piers if any are required) only. This shall not include the highway, approach embankments, road approaches/embankments, footpaths, street lighting and all necessary highway related structures and apparatus; and
- v. The Local Authority (Leicestershire County Council) will become responsible for any highway associated works (for example, surfacing, lighting, approach roads/embankments etc.) upon completion of the bridge.

#### 3. AGREEMENT ON THIS ADDENDUM TO THE SOCG

This Addendum to the Statement of Common Ground has been jointly prepared and agreed by:

Name:	Sinead Turnbull
Signature:	
Position:	Planning Director
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On behalf of:	Tritax Symmetry (Hinckley) Limited
Date:	08.03.24
Name:	Guy Bates
Signature:	
Position:	Head of Freight Development
On behalf of:	Network Rail Infrastructure Limited
Date:	08.03.24